



State Bar of South Dakota

2022 STATE BAR CONVENTION & ANNUAL BUSINESS MEETING

JUNE 22 - 24, 2022
RAPID CITY RAMKOTA HOTEL
& CONVENTION CENTER

BUSINESS MEETING

CLE TOPICS COVERED

- ALPS/Ethics
- Election Law Updates
- In-House Counsel Panel
- Early Bird
- Legal Writing with Kristen Davis
- Bystander Involvement : A Proactive Approach to Resolving Sex-based Harassment
- Court Security: What a Lawyer Needs to Know

SOCIAL EVENTS

- LegalPalooza Young Lawyers Reception
- "Not" A Black Tie Affair - Cocktails & Hors d'oeuvres
- Access to Justice Golf Tournament
- Mount Rushmore Excursion

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2022 ANNUAL BUSINESS MEETING

JUNE 24, 2022 | 8:00 AM

Members are encouraged to attend this meeting in person if they are comfortable, however online attendance is once again available. Online voting at the business meeting will be conducted via Zoom.

Online attendees may view, listen and vote at the meeting via Zoom. In order to attend the meeting online, members must register by June 17th to receive the zoom link.



Annual Business Meeting

View/Listen/Vote via ZOOM

[Register](#)

State Bar of South Dakota

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PRESIDENT'S CORNER

William C. Garry

I am hoping many of you are planning to attend the Bar convention in Rapid City later this month. As we were crawling out of the pandemic last year, we cautiously moved forward with an “in-person” convention and attendance was outstanding. With pandemic related restrictions now lifted, this year’s attendance should easily exceed that of last year. There is an incredible amount of work that goes on behind the scenes in planning and organizing the convention. Year in and year out the Bar staff works extremely hard to provide a quality program and this year is no exception.

At a recent Strategic Planning meeting, I was reminded of the important service many of our members provide the Bar which often goes unnoticed. The meeting was attended by approximately 25 lawyers and judges from across the state to discuss and plan for important issues impacting the future of the Bar. These lawyers are not looking for recognition or credit. Rather they serve quietly out of sincere and genuine concerns for the common good of the profession. The same can be said for the Chairs of the various Bar committees and the members of those committees. Thanks to all of those members who have so generously given their time and talent to the Bar.

Although I touched on the issue of incivility last month, I am encouraged by the collegiality that defines our Bar. The South Dakota Defense Lawyers Association presents an annual collegiality award to one of its members. The award recognizes the recipient for “uncompromising

client advocacy while unfailingly demonstrating utmost respect for the Justice System, Judges, opposing counsel and other parties.” I believe civility and collegiality go hand in hand with humility, a quality that seems to have served us well and should be modeled for future generations of lawyers.

Thank you for the opportunity to serve as your Bar President this past year. It has been an honor and a privilege. I want to express my gratitude to the outgoing Bar Commissioners Marilyn Trefz, Renee Christensen, Matt Roby, Brent Kempema, and Kirsten Aasen for their service. I also want to thank Lawyers Assistance Program Director, Becky Porter, along with Mike McKnight and Kirsten Aasen, for the critically important wellness service they continue to provide many of our members. Finally, thanks to the Bar staff, Andy, Nicole, Tracie, Kylee, Beth and Denise for their unfailing support throughout the year and, most importantly, for their friendship.

I wish Lisa Marso all the best in her upcoming year as President. I am confident the State Bar will be in good hands under Lisa’s leadership.

I was recently cleaning out some files in my home office and came across a handwritten quote I had scribbled on a yellow pad shortly after graduating from law school. I did not record the source of the quote but believe it was attributable to Robert Louis Stevenson. At the time, I thought this quote might help me keep things in

perspective as I set out on my legal career.

“That man is a success who has lived well, laughed often and loved much; who has gained the respect of intelligent men and the love of children; who has filled his niche and accomplished his task; who leaves the world a better place than he found it, whether by an improved poppy, a perfect poem or a rescued soul; who never lacked appreciation for earth’s beauty or failed to express it; who looks for the best in others and gives the best he has.”

I hope to see you in Rapid City. Cheers!

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“NOT” A BLACK TIE AFFAIR
WEDNESDAY, JUNE 22, 2022
RAPID CITY RAMKOTA HOTEL & CONVENTION CENTER
HEAVY HORS D'OEUVRES
COCKTAILS
CASUAL ATTIRE

7:00PM



State Bar of South Dakota
YOUNG LAWYER SECTION



Ole Olesen
YLS President

It is June already and a full year has gone by somehow. The YLS Board has been an absolute pleasure to be a part of for the last several years. I want to thank all of my colleagues that have been involved with the YLS during my time on the board in various positions. There are so many of you that are willing to spend your precious time to help others within our profession. If you are considering serving on the YLS or within other parts of the South Dakota Bar; I highly recommend that you get out there and do so!

I want to call a few young lawyers out by name:

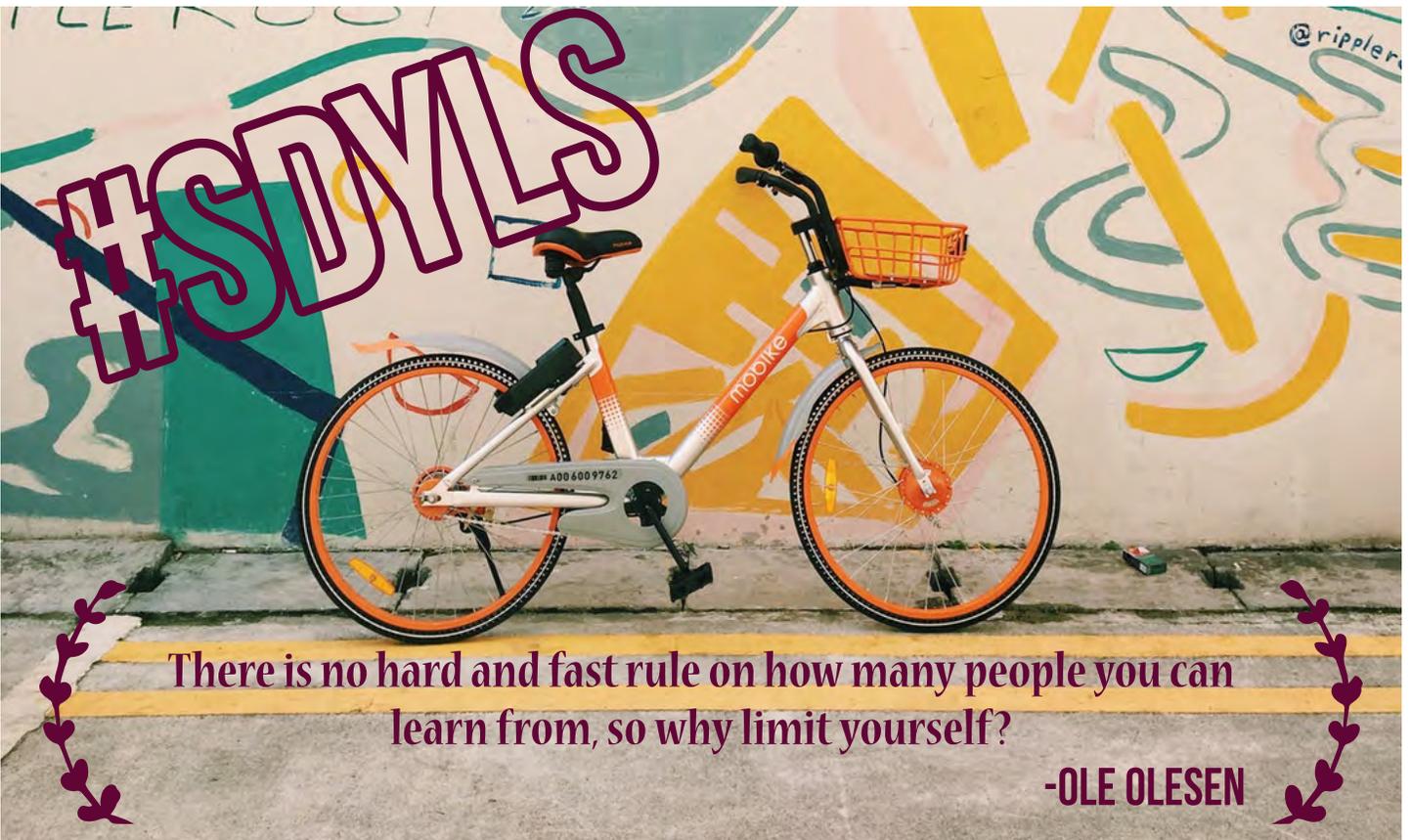
I had the privilege of working with and watching both Nathan Chicoine and Carrie Srstka as they led the YLS the last couple of years. Not enough can be said about them and the time that they devoted to help make our profession a little bit better. I truly appreciate the examples that they are and look forward to what the future holds for them.

Mr. Anthony Sutton also gets a huge shout-out. Anthony will be taking over the role of President and not only do I know that he will hit the ground running; I happen to know that he has already started running. I have absolutely no doubt that the YLS will see great improvements under Anthony's lead over the next year. Andy, Tracie, Nicole, and Kylee are seriously amazing. Without them I am not sure how anyone could possibly fill the role of President of the YLS. Tracie, especially, has more patience than anyone that I know. I cannot thank our bar's Executive Director and Staff enough for

all of the help that they offer and all of the work that they do!

If you feel like I am forgetting someone; I am not! Elizabeth Overmoe (a.k.a. Beth)! Beth was absolutely instrumental in me being involved with the YLS. Beth has been helping me since 2014 or so while I was still in law school. She is an amazing resource within our bar. I cannot count high enough to tell you how many times something with the YLS or one of the YLS events would come up and my first thought was "I bet Beth knows." She always knows or she finds the answer in a place that I would not have known to look. The YLS certainly would not function the way it does without Beth, and I have no doubt that there are other groups and committees that would echo that statement!

It has been a pleasure to serve you and our profession. Thank you all for the opportunity and I am sure that I will stay involved in the future in other capacities. I highly doubt that my wife will ever read this, but she deserves the biggest shout-out and thank you from me! Much like Tracie, she has more patience than I can imagine and she allows me to take on these roles. She even encourages it occasionally because, despite my grumblings, she knows that I really do enjoy these things. She has also managed to be an attorney, put up with me, and keep our two children alive (a feat I would surely fail at without her). I know that she would not enjoy me sharing a photo of her, so instead I will leave you with photos of our children, Flora and Bjorn!



Fellows of the South Dakota Bar Foundation

Many South Dakota lawyers have risen to the challenge of making the SD Bar Foundation a favorite charity. Such generosity deserves public acknowledgement. Therefore, the Bar Foundation Board of Directors has created a "Fellows" program to not only make such acknowledgement, but also to provide an opportunity for more of our members to participate and determine their personal level of professional philanthropy. Participation can be on an annual basis or by pledge with payments over a period of time. All contributions made to the "Fellows" program will be deposited in the Foundation's endowment account managed by the SD Community Foundation – famous for low management fees and excellent investment returns. Donations to the endowment are tax deductible and a perpetual gift to our profession and the educational endeavors and charities the Foundation supports.

Sustaining Life Fellow - \$50,000 plus

Fred & Luella Cozad

Life Fellow - \$25,000 plus

Frank L. Farrar

Diamond Fellows - \$10,000 plus

Thomas C. Barnett, Jr.

Robert E. Hayes

Platinum Fellows - \$10,000

Hon. Richard H. Battey
Chet Groseclose
Scott N. Heidepriem
Hon. John B. Jones

Scott C. Moses
Charles L. Riter
William Spiry
Hon. Jack R. Von Wald

Gold Fellows - \$5,000

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Richard A. Cutler
William F. Day, Jr.
P. Daniel Donohue

Dana J. Frohling
Richard L. Kolker
Kimberley A. Mortenson
Timothy J. Rensch

Silver Fellows - \$1,000 (per year)

Frankianne E. Coulter

Jeremiah J. Davis

Presidential Fellows - \$10,000

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Patrick G. Goetzinger
G. Verne Goodsell
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Hon. Charles B. Kornmann
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Eric C. Schulte
Jeffrey T. Sveen
Charles M. Thompson
Richard L. Travis
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Hon. John L. Brown	Hon. Bobbi J. Rank
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Andrew L. Fergel	Thomas Eugene Simmons
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Tom E. Geu	Sarah L. Thorne
Craig A. Kennedy	Barry R. Vickrey
Hon. Judith K. Meierhenry	

Raising the Bar: Our Profession. Our Responsibility.

DEAN'S LIST : NEWS FROM THE LAW SCHOOL



As the Class of 2022 was walking out the front door of the Law School, USD facilities personnel were walking in the back. Immediately after finals, we began pulling furniture from all our classrooms so we could begin their renovation this summer. Our classrooms haven't seen significant change since the Law School opened in 1981. As a result, much of the seating is worn or broken, table tops are not conducive to more common computer use, and avocado green and iridescent orange just aren't as cool as they once were. Working with USD, we will update the carpet, seating, desks, and AV for all our classrooms this summer. The great news is that the Class of 2025 will walk into fully updated classrooms. It is very exciting.

Even more exciting, this project is part of a more comprehensive renovation plan for the Law School. We have a great building with lots of space. Unfortunately, how we use a lot of that space has changed since the building opened. We need to rethink and restructure some of it as a result. Additionally, as any homeowner knows, maintenance and repair projects eventually build up to the point that a comprehensive renovation is necessary. Just over forty years into its life, and with no updates in that time, we are at that point within the Law School.

We have spent the last academic year developing a comprehensive renovation plan. USD Facilities Management and a commercial architect have facilitated development of this plan. That has provided a few fresh and professional sets of eyes to reassess our space. It has included input from faculty, staff, and students. In addition to just updating our space, a goal

of this project is to improve its functionality. We have worked with our architect to make our space flexible so that the law school can continue to adapt to changing needs and uses in years to come. One thing we know is that we do not know exactly what comes next; making space flexible wherever we can is vital. That allows us to adjust our uses to respond to changes both planned and unexpected.

The lower level will remain focused on student study space and library collection. Installing collapsible shelving will reduce the library footprint by about 50%. That reclaimed space can then be assigned to student study carrels or tables. That will free up space on upper levels for other uses. We will move the current mother's room onto the main floor, freeing the small room near the courtroom for trial team storage.

On the main floor, the library entry will be dramatically retooled. The library will be enclosed closer to the entry of the State Bar Room. The circulation desk will be reoriented to make more efficient use of the space. A current office will be repurposed to be an enclosed space for copiers and printers to facilitate student access while controlling noise transfer. The current South Dakota Law Review office, near our loading dock doors, will be converted to library receiving and storage to be closer to the in/out location of book deliveries.

Upstairs, the faculty suite will be refreshed more than renovated. In discussing larger renovation plans, faculty made clear that their current space meets their needs well. It could use updating, however. Carpet and furnishings will be updated throughout. The bathrooms

will be updated for accessibility. Part of the faculty lounge will be enclosed for additional offices and a small galley kitchen will be left for grab and go coffee and other items.

The other side of the building will be completely overhauled. The goal is to get more efficient use of the current upper level library and dean's suite areas. The offices in the dean's suite will largely slide "back" in the direction of the rest of campus. The current dean's conference room will be reoriented and enlarged to accommodate meetings of the full faculty and other larger groups. Career services and admissions will move towards the front to provide ready access for visitors. Academic offices will move further back for student confidentiality.

On the other side of a secure dividing wall, existing offices will be retooled to become flexible student meeting space. Law review will come home to its original office on the upper level. Most significantly, a new classroom will be added in the center of this space. It will be about the size of Classroom 103. That will allow better scheduling for upper class electives and sectioned 1L classes.

In addition to this physical renovation, I have worked with budget staff on a cyclical replacement plan for furnishings. Much of our furniture was original and had no set replacement date. As a result, a lot of the furniture became in need of replacement at one time. We have developed a staggered plan for replacement so that we can reserve a set budget amount annually and be regularly replacing some furniture based on life span to

avoid having everything be old at once. Going forward, we have a plan for each piece of furniture and space in the building to repair or replace it in an efficient and affordable way.

Maintenance and repair of facilities may not be exciting, but it is necessary. Having a functional space for students, faculty, staff, and guests is important. It is hard to learn or teach without good facilities. I am excited to see these updates to our building to make it the best space if can be. We are the State's law school, so it is also a vital work of stewardship.

We will be posting pictures as these projects progress so please watch the social media feeds for me and the Law School for updates. Even better, come home and see for yourself! We'd love to show you around.



2021-2022



The Year in Review

EXCELLENCE. SERVICE. LEADERSHIP.



JUSTICE SQUAD

Thank you to the following attorneys for accepting a pro bono or reduced rate case from Access to Justice, Inc., this month! You are now a member of the the A2J Justice Squad - an elite group of South Dakota lawyers who accept the responsibility to defend justice, uphold their oath and provide legal representation to those who need it.



PAUL ANDREWS
AMY BARTLING JACOBSEN
WENDY MCGOWAN
STEPHANIE POCHOP



Special Thanks to:

JOSEPH HOGUE
STEVE HUFF
KYLE KRAUSE
DENISE LANGLEY
BRANDY RHEAD
JAMES TAYLOR

For their help on
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LEGAL SUPERHERO AND
MEMBER OF THE
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Annual Bar Convention

- TWO SHOTGUN STARTS AT 8:00 A.M. AND 2:00 P.M.
- 4-PERSON TEAM SCRAMBLE
- LUNCH WILL BE PROVIDED BETWEEN ROUNDS
- TOURNAMENT OPEN TO ALL BAR MEMBERS (WHICH INCLUDES THE JUDICIARY), SPOUSES/PARTNERS, COURT REPORTERS, AND LAW STUDENTS.
- ENTRY FEE IS \$125/PLAYER (\$500/TEAM)

Please complete your registration and entry fee by June 10th 2022. After June 10th, late entries will be accepted on an “as available” basis.

The Golf Club at Red Rock

ACCESS TO JUSTICE

ANNUAL

Golf

TOURNAMENT

THURSDAY

JUNE 23, 2022

THE GOLF CLUB AT RED ROCKS

RAPID CITY

ANNOUNCEMENTS

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UNIVERSITY OF
SOUTH DAKOTA
KNUDSON SCHOOL OF LAW

USD Knudson School of Law 2022 Fall On-Campus Interviews (OCI) Information

We are looking forward to on campus interviews this Fall. As a reminder, we invite 2L and 3L students to participate in the Fall OCI process. Our 1L students will participate beginning Spring 2023. We will be sending out employer registration information later this summer, but please see the dates below, so you can plan accordingly for what works best in your schedule!

Fall 2022 OCI:

- Round 1: August 18 and 19
- Round 2: September 8 and 9
- Round 3: September 29 and 30

If you would like to receive information regarding OCI and other opportunities through Career Services, please email LawCareerServices@usd.edu to be added to our contact list.

PUBLIC SERVANT SPOTLIGHT

featuring

Chief Justice Steven Jensen

The Public Sector Section and the Administrative Law Committee invite you to join us on June 8th at 2:00 p.m., CT, via Zoom:

<https://us02web.zoom.us/j/89024095054?pwd=WmdnTUNaczBzSTVpcU1XYWxiVncyUT09>

S.D. Supreme Court Chief Justice Steven Jensen will share his experiences while highlighting the importance of public service and collegiality. Let's have a great turnout for Chief Justice Jensen!



ATTORNEYS - OATH OF ATTORNEY

I do solemnly swear, or affirm, that:

I will support the Constitution of the United States and the Constitution of the State of South Dakota;

I will maintain the respect due to courts of justice and judicial officers;

I will not counsel or maintain any suit or proceeding which shall appear to me to be unjust, nor any defense except such as I believe to be honestly debatable under the law of the land;

I will employ for the purpose of maintaining the causes confided to me such means only as are consistent with truth and honor, and will never seek to mislead the judge or jury by any artifice or false statement of fact or law;

I will maintain the confidence and preserve inviolate the secrets of my client, and will accept no compensation in connection with a client's business except from that client or with the client's knowledge or approval;

I will abstain from all offensive personality, and advance no fact prejudicial to the honor or reputation of a party or witness, unless required by the justice of the cause with which I am charged;

I will never reject, from any consideration personal to myself, the cause of the defenseless or oppressed, or delay any person's cause for lucre or malice.

Annual Meeting Schedule of Events

2022

Wednesday, June 22, 2022

8:00 am Child Support Modification Referees – Roosevelt Room

10:00 am REGISTRATION BEGINS – Convention Center I

11:00 am

American College of Trial Lawyers Meeting – Needles Room

CLE Committee Meeting Lunch – Rushmore Room

Coffee Bar – Badlands Room

Trial Lawyers Board of Governors Meeting – Lincoln Room

11:30 am Federal Practice Committee Meeting – Black Elk Peak Room

12 noon SD Bar Foundation Board of Directors Meeting and Lunch – Jefferson Room

1:00 pm

CLE: ALPS/Ethics

CLE: Election Law Update

1:30 am SD Judges Association Meeting – Bear Butte Room

3:30 pm

CLE: In-House Counsel Panel

5:00 pm

Registration Closes

Young Lawyers Section & Lawyer's Committee on Diversity & Inclusion Speed Networking

6:00 pm LegalPalooza, YLS Mixer – Gazebo Courtyard

7:00 pm Not A Black Tie Affair – Convention Center II

Thursday, June 23, 2022

6:00 am REGISTRATION BEGINS – Convention Center I

6:30 am

CLE: Early Bird – Rushmore Room

7:00 am

American Board of Trial Advocates (ABOTA) Breakfast – Lincoln Room

American College of Trust & Estate Counsel (ACTEC) Breakfast – Minerva's Board Room

Coffee Bar – Badlands Room

8:00 am

Access to Justice Golf Tournament 1st Shotgun Start – Golf Club at Red Rock, Rapid City

CLE: Legal Writing – Rushmore Room

9:00 am Judicial Qualification Commission Meeting – Roosevelt Room

10:00 am SD Court Reporters Association Meeting – Sylvan Room I

11:00 am

Real Property, Probate and Trust Law Section Luncheon – Needles Room

Public Sector Section Meeting – Legion Room I

SD Trial Lawyers Association Meeting – Pactola Room

*Red Mass – Cathedral of Our Lady of Perpetual Help, 606 Cathedral Drive, Rapid City

12 noon

Agricultural Law and Debtor/Creditor Committee Luncheon – Black Elk Peak Room

Family Law Committee Meeting and Luncheon – Jefferson Room

Public Sector Section/Admin Law/Municipal & School Attorneys Joint Luncheon – Sheridan Room

Real Property, Probate and Trust Law Section Executive Council – Needles Room

1:00 pm

CLE: Bystander Involvement: A Proactive Approach to Resolving Sex-based Harassment – Rushmore Room
(Completion of this training meets the requirements of Supreme Court Rule 22-06)

*This function is not sponsored by the State Bar

Times and Locations are subject to change without prior notice.

Annual Meeting Schedule of Events

2022

2:00 pm Access to Justice Golf Tournament 2nd Shotgun Start – Golf Club at Red Rock, Rapid City

3:30 pm

CLE: Court Security: What a Lawyer Needs to Know – Rushmore Room

Municipal Attorney Meeting – Sylvan Room II

Registration Closes

Thornes & Roses, The 1972 Rapid City Flood – Mayor Don Barnett

4:00 pm

SD Association of Criminal Defense Lawyers – Rensch Law Office, 832 Saint Joseph Street, Rapid City

SD Community Foundation, SD Bar Foundation, USD Foundation Joint Reception – Washington Room

*Saint Thomas More Society of South Dakota Mixer – Minerva’s Pub Room, 2111 N. Lacrosse Street, Rapid City

5:00 pm Women in Law Annual Gathering – Bear Butte Room

5:30 pm Mount Rushmore Excursion, Meet in Hotel Lobby for transportation to and from Event

6:00 pm American Board of Trial Advocates (ABOTA) Cocktails & Hors d’oeuvres – The Rushmore Hotel & Suites, Washington Room, 445 Mt. Rushmore Road, Rapid City

7:00 pm American Board of Trial Advocates (ABOTA) Dinner – The Rushmore Hotel & Suites, Washington Room, 445 Mt. Rushmore Road, Rapid City

Friday, June 24, 2022

7:00 am

Fellows of the American Bar Foundation Breakfast – Lincoln Room

Judicial-Bar Liaison Committee Meeting and Breakfast – Black Elk Peak Room

Lawyers Assistance Committee/Lawyers Concerned for Lawyers Joint Breakfast – Badlands Room

Project Rural Practice and Solo and Small Firm Joint Breakfast – Needles Room

SD Paralegal Association Meeting – Sylvan Room II & Sheridan Room

7:30 am

REGISTRATION BEGINS – Convention Center I

8:00 am

State Bar Business Meeting – Rushmore Room

SD Court Reporters Association Meeting – Sylvan Room I

10:00 am Code Commission Meeting – Jefferson Room

11:30 am

Reception for 50-Year Veterans and McKusick Award Recipient – Washington Room

12 noon

Past Presidents Luncheon – Lincoln Room

1:15 pm State Bar Business Meeting – Rushmore Room

2:30 pm Bar Commission Meeting – Rushmore Room (Immediately following Business Meeting)

YOU ARE INVITED TO JOIN!

Fellows of the South Dakota Bar Foundation

Foundation funds go to very important projects, including: Legal Services Programs in SD, Rural Lawyer Recruitment, SD Public Broadcasting of Legislative Sessions, SD Guardianship Program, Teen Court, Ask-A-Lawyer and Educational videos on aging, substance abuse and mental health issues.

Full Name _____

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City _____ State _____ Zip Code _____

I would like to contribute:

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- Life Patron Fellow – \$100,000 or more, cumulative.
- Sustaining Life Fellow – \$50,000 or more, cumulative.
- Life Fellow – \$25,000 or more, cumulative.
- Diamond Fellow – over \$10,000, cumulative.
- Platinum Fellow – \$10,000, cumulative.
- Gold Fellow – \$5,000, cumulative.
- Silver Fellow – \$1,000 per year.
- Fellow – \$500 per year.

In Memoriam

Donations in memory of a lawyer or judge may be made and will be deposited in the endowment fund. Such donations will be combined to qualify the deceased lawyer/judge as a fellow.

Today I am sending \$_____ (amount) to begin my gift.

Mail payment to:

State Bar of South Dakota

111 W Capitol Ave. #1

Pierre, SD 57501

Or you can email this form to:

tracie.bradford@sdbar.net or call 605-224-7554 to set up a payment.

Donations to the endowment are tax deductible and a perpetual gift to our profession and the education and charities the Foundation supports.

**THE SD YOUNG LAWYERS SECTION AND
LAWYERS COMMITTEE FOR DIVERSITY & INCLUSION**

cordially invite you to...

A WELCOME RECEPTION & SPEED NETWORKING EVENT

6.22.2022

4:30PM-5:30PM

RAMKOTA HOTEL

RAPID CITY, SD

EVENT HOSTED BY:

Hon. Craig Pfeifle

Hon. Kevin Krull

Hon. Gregg Magera

Hon. Christina Klinger

Hon. Camela Theeler

Hon. Cheryle Gering

All bar members and law students are welcome to attend. We would also like to encourage first-time attendees and non-USD law graduates who are bar members to join us. Attendees will get the opportunity to get to know their hosts better through speed networking!

**REGISTER
HERE**

ALPS/ETHICS

Wednesday, June 22, 2022

Robert W. Minto, Jr., Chair

Robert W. Minto, Jr. has served as President and CEO and Director of ALPS Corporation since 1987 and as of May 2013 serves as Executive Board Chair and Director. Mr. Minto also serves as President and CEO of Lawyers Reinsurance Company (Vermont).

Mr. Minto received his B.A. degree in Business Administration from the University of Washington in 1969 and his J.D. from the University of Montana School of Law in 1973. He served as an Associate (1973-1977), a Principal (1978-1991) and Of Counsel (1991-2000) with the law firm of Worden Thane in Missoula, Montana.

Mr. Minto has significant experience in mediation and arbitration having represented numerous parties during his law practice from 1973 to 1991 and has served as a facilitator mediator or arbitrator for the not-for-profit sector. He has experience as an arbitrator in insurance/reinsurance disputes dating back to 2003.

Ramkota Hotel, Rapid City

Click to Register



Election Law Updates

FEATURING:

Election calendar, procedures, and useful resources for election officials.

Kea Warne

Director, Division of Elections – South Dakota Secretary of State's Office

Examination of ballot access including guidelines for accepting petitions and court review.

Richard Williams

Associate Attorney at Gunderson, Palmer, Nelson & Ashmore, LLP in Rapid City

Review of Issues facing election officials including redistricting, recounts, and election procedures.

Sara Frankenstein

Partner at Gunderson, Palmer, Nelson & Ashmore, LLP in Rapid City

June 22, 2022

1:00-3:30 PM

Ramkota Hotel

Rapid City

*Click to
Register*

CO-CHAIRS: DAVID PFEIFLE AND MELISSA NEVILLE

Jennifer Frank Presenting:

**EMPLOYEE HANDBOOK
DO'S and DON'TS
for the**

IN-HOUSE COUNSEL CLE

Wednesday, June 22, 2022

|
3:30 PM MDT

Rapid City Ramkota Hotel & Convention Center

REGISTER
HERE

CLE Chair: Nicole Tupman

The Early Bird



A South Dakota Tradition

6:30 - Alternative Pathways to Bar Admission

Dean Neil Fulton

6:40 - Drug Court

Judge Matthew Brown

6:50 - POWER Act

Judge Roberto Lange

7:00 - Legislative Update

Andrew Fergel

7:10 - Supreme Court Update

Meghann Joyce

7:20 - Overview of the SCRA Guidebook

Don McCarty & Kellen Willert



6:30 AM, Thursday, June 23rd

Ramkota Hotel, Rapid City

Stanton Anker, Chair

Lawyers Write. Write Better.

Jennifer Williams, Chair

June 23, 2022 ~ 8 AM-12 NOON
Ramkota Hotel
Rapid City ~ Annual Convention



Want to improve your skills as a modern legal writer? Take your writing to the next level in this fun, fast-moving, and interactive CLE! Learn:

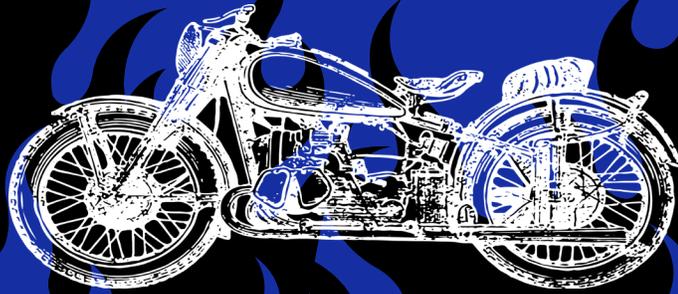
- What's "Modern" about Modern Legal Writing.
- How to write more persuasively and with greater ability to influence thought and action.
- How to write more clearly.
- How to write more effectively for online audiences.
- How to write aware of how your writing shapes others' perceptions of you.
- How to write using up-to-date grammar options.

Kirsten Davis is a Professor of Law at Stetson University College of Law in St. Petersburg, Florida. Dr. Davis has been teaching lawyers and law students the art of legal writing for over twenty years. Drawing upon her expertise in both law and human communication, Dr. Davis will lead a CLE that will help you take your writing to the next level, whether you are a novice or experienced lawyer. This fun, fast moving, and interactive CLE will offer new ideas and practice for better, smarter, and modern legal writing.

SDACDL
**RIDE FOR
JUSTICE**

JUNE 23, 2022 | 11:00 AM

Rapid City Ramkota Hotel Parking Lot



West on Hwy 44 to
Johnson Siding

Cut across to
Nemo

Vanocker Canyon to
Sturgis

Vanocker Canyon back to
Rapid City

DONATIONS WILL BE ACCEPTED & WILL GO TO
ACCESS TO JUSTICE



Be prepared to make a few stops along the way! This maiden voyage will be approximately 2-3 hours. SDACDL Annual Meeting to follow.

FOR MORE INFORMATION, CONTACT BRAD SCHREIBER
BRAD@XTREMEJUSTICE.COM

Join us for

**SD ASSOCIATION OF
CRIMINAL DEFENSE LAWYERS
ANNUAL MEETING**

RENSCH LAW OFFICE

832 SAINT JOSEPH STREET, RAPID CITY

4:00 PM MDT

Bystander Involvement: A Proactive Approach to Resolving Sex-Based Harassment

CLE CHAIR: Jan Olson

Thursday, June 23, 2022

1:00 pm - 3:30 pm

Introduction: why we are here.

William "Bill" Garry, Partner in Cadwell, Sanford,
Deibert & Garry LLP, and Current State Bar President.

Sexual Harassment and the Law.

Lisa Marso, Partner at Boyce Law Firm LLP, and
President -Elect of the State Bar of South Dakota.

**Tools and Strategies to Use after Recognizing
Troubling Behavior.**

Dr. Lynn Bowes-Sperry, Management Consultant and
Trainer, and Associate Professor of Management at
California State University - East Bay.

**Completion of this CLE will fulfill your training
obligation under Supreme Court Rule 22-06 and SDCL
16-18-1.1**

**REGISTER
HERE**

IMPORTANT NOTICE

Members of the State Bar of South Dakota:

On January 5, 2022, the Supreme Court of South Dakota entered an Order (see Supreme Court Rule 22-06) to add a new section to SDCL Chapter 16-18 that mandates sexual harassment prevention training for active members of the State Bar of South Dakota. Supreme Court Rule 22-06 became effective on February 1, 2022 and is codified at SDCL 16-18-1.1. SDCL 16-18-1.1 reads as follows:

16-18-1.1. Sexual harassment prevention training for attorneys.

Each active member of the State Bar of South Dakota shall complete sexual harassment prevention training offered or approved by the State Bar of South Dakota within two years following admission to the practice of law or within two years after the enactment of this rule, and once every three years thereafter. Failure to complete such required training will result in the member being placed on inactive status and may be grounds for disciplinary action.

At this year's Bar Convention, at 1:00 p.m. Mountain Time, on Thursday, June 23rd, the State Bar will be offering a CLE entitled "*Bystander Involvement: A Proactive Approach to Resolving Sex-based Harassment*". Attendance at and completion of this CLE offering will meet an active member's obligation under the rule for the initial reporting period. Completion of this training also satisfies the judicial training obligation under Rules 22-05/ Rule 22-06. To receive credit for the CLE, members will be required to sign in before the training begins and sign out upon the conclusion of the CLE.

For those members unable to attend the "Bystander Involvement" training in person at this year's convention, an online remote training will be available on the State Bar's website beginning in July of 2022. Completion of the online remote "Bystander Involvement" training will also meet a current active member's training obligation under SDCL 16-18-1.1, for the first reporting period, if completed before February 1, 2024.

Please contact me or Bar staff if you have any questions.

Andrew Fergel
Executive Director

COURT SECURITY: WHAT A LAWYER NEEDS TO KNOW

Register
HERE

Greg Sattizahn
UJS Court Security
Planning Update



Scott Sheldon
Situational Awareness and
Personal Safety for
Legal Professionals



Bob Minto
Client Ethical Issues



Securing South Dakota's
Courthouses



THURSDAY | JUNE 23, 2022 | 3:30PM
RAMKOTA HOTEL | RAPID CITY

Cheers to 50 Years!

The practice of issuing awards to those members of the State Bar who have reached the fifty-year milestone since admission to practice law in the State of South Dakota, inaugurated in 1972, is being continued in 2022. The ceremony has become one of the highlights of our Annual Meeting.

The following State Bar members are eligible to receive the award at the annual meeting in June:

A. Stevenson Bogue
Bruce Boyd
Mary Dell Cody
Van Fishback
Brian Hagg
E. James Hood
Richard Huffman
Glen Johnson
R. Van Johnson
Robert Kean

Wilson Kleibacker Jr.
Gerald Leeling
Larry Long
James Margadant
William Matheson
Michael McCann
Lynn Moran
Allen Nelson
Harold O'Connell
Peter Pagones

Thomas Parlman
Terry Pechota
John Quaintance
Terry Quinn
Doyle Sage
Ronald Schulz
Rodney Steele
Herb Sundall
Richard Wendt
Gregory Yates



MOUNT RUSHMORE EXCURSION

JUNE 23, 2022

THURSDAY EVENING
During the Annual Meeting & Convention

\$25 Per Person

INCLUDES:
TRANSPORTATION TO & FROM EVENT
BOXED MEAL
GUEST SPEAKER (TBA)
TOUR

FOR MORE INFORMATION
CONTACT BETH OVERMOE AT
ELIZABETH.OVERMOE@SDBAR.NET

Stay tuned for more details



South Dakota Paralegal Association, Inc.

Founded in 1989

**ANNUAL MEETING & SEMINAR - FRIDAY, JUNE 24, 2022 (7:30 am-3:30 pm MST)
RAMKOTA HOTEL – RAPID CITY, SOUTH DAKOTA**

<i>Time</i>	<i>Agenda</i>	<i>Speakers</i>
7:30-8:00 AM	Registration & Breakfast	
8:00-9:30 AM	When Bedrooms Become Chatrooms: Internet Crimes Against Children	Hollie Strand, Pennington County Sheriff's Department, Internet Crimes Against Children Taskforce
9:30-9:40 AM	Break	
9:40-11:10 AM	Elder Law and Estate Planning	Jennifer and Jarad Tomac, Tomac & Tomac Law
11:10-11:20 AM	Break	
11:20-12:00 PM	SDPA Semi-Annual Meeting	SDPA Executive Committee
12:00-1:00 PM	Lunch	
1:00-2:00 PM	Legal Ethics for Paralegals	Honorable Robert Gusinsky, Judge of the 7th Judicial Circuit Court
2:00-2:10 PM	Break	
2:10-3:10 PM	Case Prep/Trial Prep as a Paralegal	Greg Eiesland, Johnson, Eiesland & Rohl Trial Lawyers
3:10-3:30 PM	Announcements and Adjournment	

REGISTRATION FORM

(Online Registration Available at SDParalegals.com/Store)

Attend: _____ In Person _____ Webinar

Seminar Fee enclosed (includes luncheon): _____ Member \$65 _____ Non-Member \$85 _____ Student \$30
Webinar Fee Enclosed: _____ Member \$65 _____ Non-Member \$85 _____ Student \$30

Name: _____ Designation (CP/ACP/RP/PLS/PP) _____

Firm: _____ Email: _____

Address: _____

Telephone: _____

Thursday Social (location TBD): ___ Yes ___ No ___ Maybe

REGISTRATION DEADLINE: Online: Wednesday, June 22. By mail: Postmark by Friday, June 17. **LATE REGISTRATIONS:** As of June 20, rates will be \$40 for Students, \$75 for Members, and \$95 for Non-Members. ***REGISTRATION BY MAIL:** Registration forms with check can be mailed to Clara Kiley, SDPA Treasurer at 11158 Valley 1 Road, Belle Fourche, SD 57717, with a copy to the Education Committee Chair, Rebekah Mattern, via email at RMattern@LynnJackson.com. **VIRTUAL ATTENDEES:** Our seminars are live-streamed through GoToMeeting. The times listed above are MST. We cannot guarantee your experience will be equivalent to attending in person. We will ensure the best online experience possible; however, audio, visual, and other technical difficulties may be outside our control. We highly recommend testing GoToMeeting on your device prior to the seminar. **ROOMS:** SDPA has a limited number of rooms available under "South Dakota State Bar/South Dakota Paralegal Association" at \$133.99 plus tax for Thursday, June 23 only. **CANCELLATIONS:** SDPA will provide full refunds for registrations cancelled on or before June 17, 2022 (registrations made through the website will be refunded to your card, less the online processing fee (approximately 5%)). Contact the Education Committee Chair, Rebekah Mattern, at RMattern@LynnJackson.com if you need to cancel your registration.

Continuing legal education credit from NALA has been approved as follows: 5 hours of CLE credit to include 1 hour of ethics credit.



Together, we are bringing philanthropy to life: Growing for Good Land Management Program

Through the South Dakota Community Foundation (SDCF) Growing for Good Land management Program, your clients can make a charitable gift of land, while crafting their legacy. Nonprofits will benefit from the proceeds of this legacy for generations, impacting South Dakotans.

The SDCF has more than 1,000 funds created by individuals, families, organizations and communities that provide millions of dollars of support every year across South Dakota and beyond. Our partnership with you and your clients can create significant change, while protecting the unique qualities of our communities. To learn more, visit our website at SDCommunityFoundation.org or contact us today.

SDCommunityFoundation.org

800-888-1842

**SOUTH DAKOTA
COMMUNITY FOUNDATION**
Celebrating 35 Years

Introducing Your Bar Commission Candidates

F I R S T
C I R C U I T



Tyler Matson

I am pleased to announce my candidacy for Bar Commissioner for the First Judicial Circuit in Southeastern South Dakota. I have been a member of the South Dakota Bar Association since 2017, and I am currently on the Membership Benefits Committee with the South Dakota Bar Association. That work, along with a desire to become more involved with the South Dakota Bar Association and its activities has led me to run for Bar Commissioner.

I have been with the Kennedy Pier Loftus & Reynolds, LLP firm since April of 2018. Since that time, my practice has been general in nature, with a focus on criminal and family law, guardianships and conservatorships, landlord/tenant law, pardon applications and hearings, and probate cases. I also serve as a defense attorney in mental illness cases where individuals are brought to the Human Services Center in Yankton, South Dakota. Additionally, I am a member of the Nebraska State Bar Association and practice largely in the same areas of law in Northeastern Nebraska as I do in South Dakota.

I graduated from Augustana University in 2013 cum laude, and then graduated from the University of South Dakota School of Law in 2016. While at USD Law, I was a member of the Trial Team and the Delta Theta Phi Legal Fraternity where I served as the Fraternity's Treasurer. I served as a law clerk for the northern half of the First Judicial Circuit from 2016-2017 and gained valuable experience from that clerkship which has helped immensely in practicing law.

Regarding civic activities, I am a member of the Yankton Sertoma Club, I am one of the Board of Directors for the Yankton Banquet, and I am Secretary of the Yankton Chapter of Lions International. When not at the office, you can likely find me pheasant hunting, fishing, golfing, meeting with friends and family, or watching Minnesota Twins baseball or Denver Broncos football. As my co-workers and those who know me well can attest, I am a fervent Augustana Vikings fan and booster, and you are likely to find me at any Augie football or basketball game.

S E C O N D
C I R C U I T



Caroline Srstka

I am excited to announce my candidacy for Bar Commissioner representing the Second Judicial Circuit. I joined the Attorney General's Office in 2014, as an Assistant Attorney General in the Appellate Division. After about five years in the Pierre AG's Office, I moved back to my hometown of Sioux Falls and now serve as an Assistant Attorney General in the Civil Litigation Division.

Since becoming a member of the State Bar, I have been fortunate enough to work alongside many of you through both practice and state bar membership. I served on the Young Lawyers Board for five years, and currently serve on the Board of Directors for the Bar Foundation. I am also an active member of the Administrative Law and Criminal Pattern Jury Instruction Committees.

Given the issues currently facing our profession, the role of a Bar Commissioner is very important, and as with my other roles, I promise to handle the responsibilities of the Bar Commissioner position with diligence while carrying out the mission of the State Bar. I believe that I will bring a unique perspective to the Bar Commission, thanks to my time on the Young Lawyers Board. Because of my service with the Young Lawyers, I truly understand the purpose and mission of the Young Lawyers Section, as well as how the Bar works to provide service to lawyers of any age. My past and present service with the bar will aid me in representing the interests of the bar as a whole.

I look forward to seeing you at the Annual Bar Convention, and I hope to have your support!

T H I R D
C I R C U I T



David Strait

After graduating from the University of South Dakota School of Law in 1986, I acquired the role of law clerk for the Third Judicial Circuit. In 1987, I joined the Austin Law Firm in Watertown, SD and have continued to work for the same firm for the past 35 years.

My wife LuAnn and I are both from Castlewood, SD. She is Director of Student Services at Lake Area Technical College. We have 3 adult children, Sydney, Spencer and Sawyer, all living in the Sioux Falls area.

Over the years, my practice has included criminal defense, family law, civil litigation, business transaction, and estate planning giving me a comprehensive background in the legal profession. I have served on many boards and councils and assisted numerous non-profit and community service organizations in the Watertown area. I take great pride in my work and strive, daily, to provide clients with the highest level of legal representation. Being a mentor and guide for younger attorneys provides me with a great sense of accomplishment.

It is an honor that I was asked by attorney and respected colleague Matt Roby to consider the position of Third Circuit Commissioner. I am confident that my professional and personal experience will be beneficial and insightful on the South Dakota Bar Commission. I appreciate your support and look forward to serving as your Bar Commissioner.

Introducing Your Bar Commission Candidates



Justin Bell

The Annual Bar meeting in Rapid City is quickly approaching and I am excited to announce that I have submitted my name as a candidate for Bar Commissioner representing the Sixth Judicial Circuit. Although I enjoy a practice that allows me to practice statewide, I have resided and officed in the Sixth Circuit since graduating law school in 2008, first as a law clerk and subsequently as a partner at the May Adam Law Firm in Pierre, where I have practiced since 2009.

I believe that my experience as a practitioner representing a wide range of clients and working with so many of you will aid me on the Bar Commission, and I commit to doing my best to represent the interests of the bar as a whole. My major focus will be to further the interests of the public in promoting integrity, professionalism and civility in our Bar.

I hope to have your support and your vote for Bar Commissioner at the State Bar Business Meeting on Friday, June 24, 2022, in Rapid City.



Ryan Loker

My name is Ryan J. Loker, and I am currently running for the open Bar Commissioner Position in the 6th Judicial Circuit. I began my legal career in Mitchell, South Dakota working with Jim Taylor at a small county seat private law practice. The firm's philosophy was to handle just about every case that happened to walk through the door. During my time with the firm, I worked on everything from personal injury cases, immigration cases, family law cases, estate planning, as well as both plaintiff and defendant general litigation. I also served as a Deputy State's Attorney handling civil matters for Davison County, as well as took on Court Appointments from Aurora County.

I currently reside in Pierre, South Dakota, where I now serve as a Staff Attorney and Special Assistant Attorney General with the State of South Dakota Department of Social Services. I am an active member of the South Dakota State Bar, currently serving on the Administrative Law Committee and the In-House Counsel Committee. Additionally, I am also a member of the South Dakota Bar Public Sector Section.

I am running for Bar Commissioner for the 6th Judicial Circuit in order to ensure we have sufficient public sector representation within the Bar Commission. That being said, I also hope to represent the interests of all members of the South Dakota Bar, and if elected plan on keeping an open-door policy in which all Bar Members may approach me with ideas they wish to bring before the Bar Commission. I expect that the Bar Commission will be tackling some difficult issues in the near future – especially the issue of alternative paths to attorney licensure, which has been a "hot button" issue as of late. I look forward to the opportunity, if elected, to participate in those and other discussions for the purposes of helping to build a better Bar Association and stronger profession within our state.

In my free time, I enjoy watching football, crime dramas, and volunteering my time as a Board Member for the Court Appointed Special Advocates (CASA) Program, a non-profit organization consisting of volunteers that serve as the voice in legal proceedings for abused and neglected children.

If you have any questions about my candidacy, feel free to visit with me at the convention. I look forward to seeing everybody there later this month!



Erika Olson

My name is Erika S. Olson and I am running for Bar Commissioner of the 7th Circuit. I am a shareholder and attorney in the Transactional Practice Group of Lynn, Jackson, Shultz & Lebrun, P.C. in our Rapid City office with a practice focusing on real estate transactions, business organizations, estate planning and probate. I have been with Lynn Jackson since 2017. Prior to that time, I practiced in the small law firm of Wilson, Olson, & Nash, P.C., with my father, James W. Olson and Robert M. Nash. Although I am from the Black Hills of South Dakota, I attended college and law school at the University of Wyoming. I practiced with the Wyoming Attorney General's office in their Water and Natural Resources Division prior to returning to South Dakota in 2006 to practice law with my father in Rapid City, my hometown.

I have practiced in South Dakota for several years, but it was not until I became more involved in the State Bar that I have gotten to know more attorneys and judges across the state. As a transactional lawyer, I don't go to court often, so Bar committee and section involvement has been a great way to learn more about attorneys and practice across the state and to really become a part of the larger South Dakota legal community. Over the past few years, it has become clear to me that at all levels in our democracy, we each need to stand up and be more active in our governance and I feel that serving as a Bar Commissioner for the 7th Circuit is a small chance for me to do so. If elected, I look forward to serving our Bar, its members, and communities we serve.

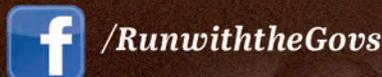
On Friday, June 17, at the Capitol Rotunda in Pierre,

you are invited to celebrate the Trail of Governors completion with the 10 a.m. unveiling of the last three former governors' statues. These honor South Dakota Governors Andrew E. Lee of Vermillion, Frank M. Byrne of Faulkton, and W.J. Bulow of Beresford.



Governors Daugaard, Farrar and Noem

**The 5th Annual
Run with the Govs
June 18th, 2022**
"In memory of Frank Farrar"



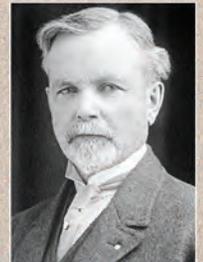
Trail of
Governors
Foundation



Andrew E. Lee
(1897-1901)



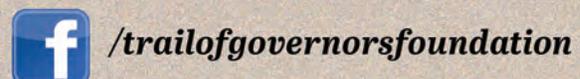
Frank M. Byrne
(1913-1917)



W.J. Bulow
(1927-1931)

The only project of its kind in the country, the trail of life-sized bronzes of all 31 former governors follows the Capitol grounds and winds through downtown Pierre to the Missouri River. Created by South Dakota artists, the trail tells visitors about our state's history and culture, and the life and times of our great leaders. Future governors' statues will be added as each leader leaves office.

Visit www.TrailofGovernors.com



2022 ESTATE PLANNING CLE

with **Reed M. Moore**

- **The Secret Life of Powers of Appointment.** This presentation revisits tax law and property law basics of powers of appointment and addresses some lesser-known tax and property law rules related to powers of appointment.
- **Estate Planning for GST Nonexempt Trusts.** Most GST tax-related presentations, however, focus on how to ensure trusts are exempt from the GST tax whether by grandfathering or the application of GST exemption. Presentations on the GST tax, however, rarely cover how the GST tax on nonexempt trusts works. Since the GST tax was implemented in 1986, however, clients have set up thousands of trusts that are not exempt from the GST tax. This presentation describes how the GST tax applies to nonexempt trust and covers planning opportunities. Although the GST exemption has increased substantially in the last 20 years, there are lots of trusts out there with inclusion ratios of one created when the GST exemption was much smaller. Those trusts now will soon face GST tax-related issues even though the trust's assets may be less than the current GST exemption for a living person.
- **Estate Planning for QTIP Trust Assets.** Since 1981 clients have created a very large number of QTIP trusts in the name of estate tax deferral. However, all deferral comes to an end, so often estate tax-related planning is necessary for assets held in QTIP trusts. Planning of this kind, however, is considerably different than when an individual deals with estate planning for individually owned assets. Planning for assets in QTIP trusts involve considerations of fiduciary duties of the trustees to all beneficiaries as well as complicated tax issues related to how section 2044 and 2519 work. This presentation will address how these issues play out.

SEPTEMBER 9, 2022 - 8 AM - NOON

The Country Club of Sioux Falls

**Watch
this
newsletter
for more
info.**

The In-House Committee invites you to an **advanced transactional negotiations CLE** on the afternoon of September 9 from 1-4 pm. Woods Fuller will host a social for all attendees after the CLE.

Stay tuned for location information!

JOIN US IN THE FIGHT

Whether it's advocating for criminal legal reform, achieving full equality for the LGBTQ+ and Two Spirit community, defending the rights of Indigenous people and tribes to be free from discrimination, or preserving the right to have an abortion, the ACLU takes up the toughest civil liberties issues to defend all people from government abuse and overreach.

VOLUNTEER YOUR LEGAL EXPERTISE WITH US OR SEND A CASE REFERRAL OUR WAY.

Stephanie Amiotte, legal director • Andrew Malone, staff attorney
southdakota@aclu.org • P.O. Box 91952, Sioux Falls, SD 57109



End the Stigma

Reach out, seek help, and know that
you are NOT alone!

Too often, lawyers, judges, and law students find themselves wrestling privately with addiction or mental health issues. LCL volunteers are here to help and all communication is confidential and privileged.

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(605) 391-5191

SAVE THE DATE

20
22

FALL
FORUM

October 6-7, 2022 · Sioux Falls, SD

SOUTH DAKOTA
TRUST ASSOCIATION



sdtrustassociation.org

STATE BAR BANKRUPTCY SEMINAR

Brought to you by the United States Bankruptcy Court for the District of South Dakota,
the State Bar of South Dakota and the Committee on Continuing Legal Education

September 8, 2022

Frederick M. Entwistle & Stanton A. Anker, Co-Chairs

The Country Club of Sioux Falls

3400 W. 22nd St., Sioux Falls

9:00 a.m. to 9:15 a.m.

Welcome

by the **Hon. Charles L. Nail, Jr.**, Chief Judge for the Bankruptcy Appellate Panel for the Eighth Circuit and Chief Judge for the United States Bankruptcy Court for the District of South Dakota.

9:15 a.m. to 9:45 a.m.

Smart moves for debtors' and creditors' attorneys in chapter 13 cases

by Trustee **Dale A. Wein**.

9:45 a.m. to 10:15 a.m.

Ideal intake procedures and dealing with difficult clients

by **Stan H. Anker**, Anker Law Group, P.C. of Rapid City.

10:15 a.m. to 10:30 a.m.

Morning break.

10:30 a.m. to 11:00 a.m.

Emerging issues in debtor/creditor law

by **Timothy M. Engel**, May, Adam, Gerdes & Thompson LLP of Pierre.

11:00 a.m. to 11:30 a.m.

Getting started as a debtors' attorney and how to fill the knowledge gaps

by **Rebecca Ronayne**, Ronayne Law Office, P.C. of Aberdeen.

11:30 a.m. to 12:00 noon

Maximizing creditors' returns in Sub V Chapter 11s and Chapter 12s

by **Anthony M. Hohn**, Davenport, Evans, Hurwitz & Smith, LLP of Sioux Falls.

12:00 noon to 1:00 p.m.

Bankruptcy Bar Lunch.

1:00 p.m. to 1:45 p.m.

How to succeed in front of the BAP

by the **Hon. Charles L. Nail, Jr.** and the **Hon. Anita L. Shodeen**, Chief Judge for the United States Bankruptcy Court for the Southern District of Iowa.

1:45 p.m. to 2:15 p.m.

What the Office of the United States Trustee cares about and why

by **Mary R. Jensen**, Acting United States Trustee for Region 12.

2:15 p.m. to 2:30 p.m.

Retirement farewell cake and coffee for Scheduling and Courtroom Deputy Nita L. Sarvis.

2:30 p.m. to 3:00 p.m.

How to keep your chapter 7 trustee happy

by Trustee **Lee Ann Pierce**.

3:00 p.m. to 3:30 p.m.

New Bankruptcy Judge time.

3:30 p.m. to 3:45 p.m.

Looking to the future—near and far—of electronic filing

by Clerk **Frederick M. Entwistle**.

3:45 p.m. to 4:00 p.m.

Closing remarks

from the **Hon. Charles L. Nail, Jr.**

Register online at www.statebarofsouthdakota.com > Events & Education.



Attorney Departure From Both Sides

A number of books have been written on the topic of attorney departure, many of which provide a plethora of valuable information on everything from partnership law and the fiduciary duty of loyalty to whether or not a firm's client list is a trade secret. While good stuff, I suspect many attorney departures occur without anyone ever taking the time to pick up one of these books, if for no other reason than the lack of time. Given my suspicion, I offer the following in an attempt to succinctly cover the basics.

What's the most important thing everyone needs to know?

At all times, keep the interests of all impacted clients first and foremost in mind when making any departure related decisions. A failure to do so is just asking for trouble.

Can a firm prevent an attorney from leaving, or at least prevent the departing attorney from competing with the firm for business?

The short answer is nope. Clients are not property and efforts to try and restrict a departing attorney's right to practice are often found to be unethical and/or unenforceable agreements. Clients get to decide who

they want to work with, period.

Who should be notified and when?

Here, timing is everything. The firm should be notified as soon as possible after a decision to leave has been made and before any clients have been notified. While there are no bright lines, there is a difference between thinking about leaving a firm and committing to actually leaving. Note, however, that committing to actually leaving does not mean waiting until after an agreement spelling out the terms of a lateral move has been formalized. It means when the departing attorney has made the mental decision to begin investigating options. The reason is one should not allow a firm to make an untimely and potentially poor business decision unaware of an upcoming departure. Of course, if a partnership agreement exists and the document spells out the notice requirements for an attorney departure, abide by the terms of that agreement.

Clients for whom the departing attorney is primarily responsible are to be promptly notified once a decision to depart has been made. The reason is you want to allow time for all impacted clients to be notified and to give these clients sufficient time with which to decide who they want to represent them post departure.

If a court or tribunal is involved, timely notice of necessary attorney withdrawals must be given for any attorney of record who will no longer be involved. Motions to withdraw should be filed and be certain to follow-up by verifying that a Substitution of Counsel has been filed.

From whom should the client notice come?

In a perfect world a joint letter from the firm and the departing attorney would be sent to all impacted clients. This letter should inform these clients of the upcoming change as well as set forth the options they will have to choose from. If the departing attorney will remain in practice, the options would normally be the matter/s stay with the firm, go with the departing attorney, or the client may select to have their matter/s transferred to a different firm. Keep in mind that there is no rule prohibiting differing default options should any particular client not respond to the notification letter.

If a joint letter isn't possible, don't try to grab as many clients as possible and never disparage the departing attorney or the firm one is departing from in the separate notices that will be sent to all impacted clients. Publicly airing your dirty laundry risks alienating clients, damaging relationships, and damaging your reputation. Remember, everyone at your firm is in the employ of your clients. You work for them and are to always put their interests first. This means the decision as to who gets the file post departure will always remain solely with the client.

What about client files?

When a client file leaves with the departing attorney or is going to go to a different firm keep the following in mind. First, the file must be delivered in a reasonable time and in a useful format. Unless you can do so without causing harm to the client, you cannot hold a client file until the firm is paid its share or the account

is brought current.

Next comes the decision regarding what must be turned over, which can be a difficult one. A practical guideline is this. Beyond the obvious, such as client originals, if you billed for producing a document, it belongs to the client. Include it in the file.

Last, but certainly not least, if you have any concerns about potential liability on any given file, make a copy of the file at your expense. Always do this before the file physically leaves the premises because trying to obtain a copy later on is going to be problematic. Of course, keep a record of what files went where, when they left, and document with all departing clients that the firm's responsibility for these files has come to an end.

Finally, are there any cautions to be aware of?

Yes, there are. Addressing the firm first, lockout tactics directed at the departing attorney are never going to pass ethical muster, so don't go there. For example, don't try to prevent the departing attorney from continuing to work on client files that he has primary responsibility for or refuse to provide the new contact information to clients.

That said, a departing attorney can't ignore her fiduciary duties to the firm. While she may make necessary logistical arrangements prior to departure such as renting office space, opening bank accounts, or purchasing office equipment, she cannot engage in secret discussions to lure away staff, other firm attorneys, and or firm clients. She also can't unilaterally decide to move client monies to a new trust account or take firm forms. Most importantly, she should never try to remove client files, computer equipment, and the like off site in the middle of the night. In other words, no clandestine self-help. Unfortunately, this advice does need to be shared.



Authored by: Mark Bassingthwaighte, Risk Manager

Since 1998, Mark Bassingthwaighte, Esq. has been a Risk Manager with ALPS, an attorney's professional liability insurance carrier. In his tenure with the company, Mr. Bassingthwaighte has conducted over 1200 law firm risk management assessment visits, presented over 400 continuing legal education seminars throughout the United States, and written extensively on risk management, ethics, and technology. Mr. Bassingthwaighte is a member of the State Bar of Montana as well as the American Bar Association where he currently sits on the ABA Center for Professional Responsibility's Conference Planning Committee. He received his J.D. from Drake University Law School.



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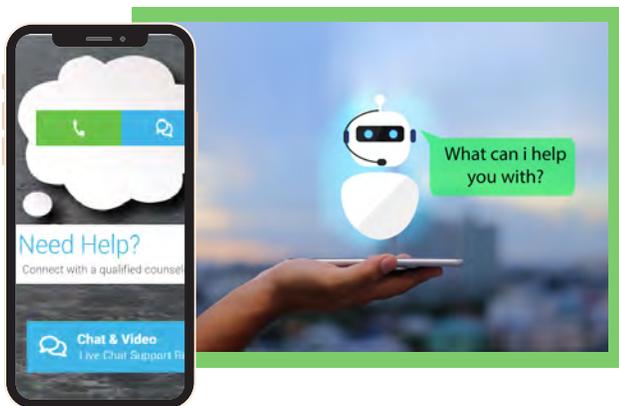
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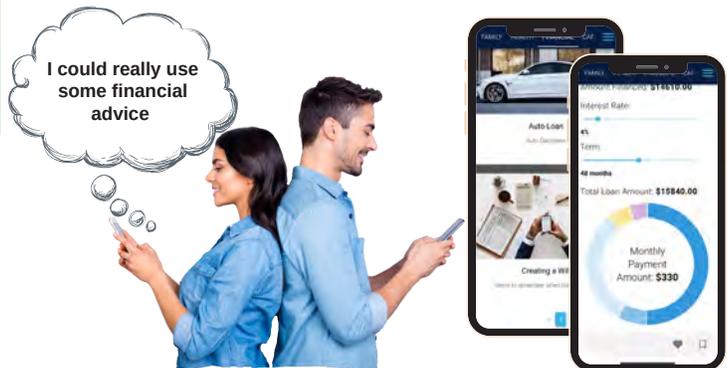
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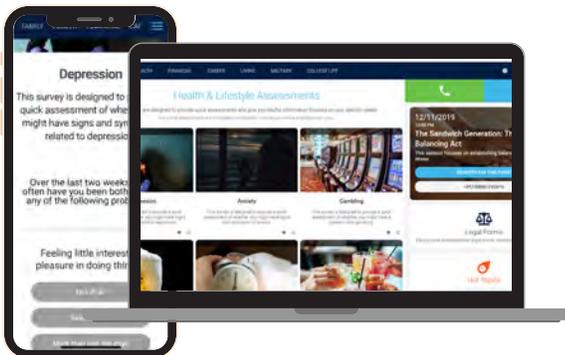
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Blind Spots and Smart Choices *by Mrg Simon*

As lawyers, we are regularly called on to help others evaluate options and recommend the right choice. We counsel clients and colleagues alike on things ranging from estate planning and divorce to topics like trial strategy or which information technology provider or document storage vendor is the best. We are professionals skilled in the art of making smart choices.

So why are we so reluctant to recognize when it's time to call in an expert to consult on other issues we are not trained to address or have no time to put in the work, even if we do know our way around medical terminology, trust accounts, or accounting systems? I believe we have a blind spot, much like the vehicles we drive (some of which now come with a "blind spot detector" or warning). If only life came with a blind spot detector so we would know when we are overlooking something important.

A blind spot is often creeping up when we are rushed,

squeezed for time, and forced to hurriedly prepare for a meeting, court hearing, or trial. That pit in the stomach portends potential danger, but we press on, determined to just get through this one project and we promise ourselves that when we have more time, we'll go back and streamline things so we're not put in that same uncomfortable position. Many promises we make to ourselves in those harried moments are quickly forgotten when we have a chance to take a deep breath and move on to the next urgent thing. The common variable in blind spots like these is a disorganized way of thinking, managing paper and files, and regularly distracted practitioners with little time to concentrate on each client matter, to give it the attention it deserves.

Many people are apprehensive about admitting just how bad their offices and habits have become because they feel guilt and/or shame. Guilt because their home or office doesn't measure up to an ideal and shame because they believe it reflects a personal failure. If these feelings

well up when you look at your clutter or think back to your last hearing, know that you're not alone. It's a common reaction but it can be overcome.

The reasons for clutter and disorganization are many and complex: deferred decision making, lack of time, lack of motivation, not knowing where to start, frustration that it won't be done perfectly, fear of letting someone else see your "mess." Many people are apprehensive about admitting just how bad their offices have become because they feel guilt and/or shame. Guilt because their home or office doesn't measure up to an ideal and shame because they believe it reflects a personal failure. If these feelings well up when you look at your clutter, know that you're not alone. Everyone has a blind spot.

First, recognize that the skills to maintain organization are not instinctual or inherited, they must be taught. And nowhere has our education system – primary, secondary, or law school – even offered us courses on how to run our own business, keep our own books, manage personnel, and make sure that we are in tip top shape so we can do our best (unless you've picked up an MBA or equivalent training). Many people have picked up organizational skills through osmosis by watching what instructors, libraries, or other institutions or individuals do, or perhaps through an intensive CLE on effective trial preparation. It's a crap shoot at best.

Second, recognize that there's no shame in not knowing how to keep an organized office. Whether it's shame or embarrassment, we can easily make excuses and sweep things under the proverbial rug rather than exercise the courage it takes to own up and admit we need more organizational skills than we currently have and hire our own consultants. You wouldn't buy a new computer and accounting system for your office and expect everyone to figure it out on their own. You would make a smart choice – after investigating alternatives from DIY to full concierge services – and hire a professional.

Finally, the biggest hurdle is often just finding the time to get through everything and figuring out where to start. It's like a mountain of discovery. I recall as an aspiring lawyer, having to sift through financial records in divorces to identify misappropriations of funds, detail work to which I was well suited. If I hadn't been available as relatively cheap labor, the lead attorney would have hired a forensic accountant (which, looking back, seems like the smart move in the first place!). Most lawyers

are good at identifying when outside consultants can help and should be brought in. It's not that we don't necessarily have the skills, but the payoff in time saved by bringing in a consultant is invaluable!

As lawyers, we're trained to make smart decisions. So, if you often find yourself and your staff buried in multiple projects, if the stress is starting to make your practice suffer, and you're working longer hours and making less progress, step back and analyze the situation before you're faced with yet another harried situation. If you don't know where to start, are overwhelmed, or don't have the time or energy to make the necessary changes yourself, hire a consultant to help. If there are systemic workflow issues, hire a consultant to help. If you need accounting help, hire a consultant to help. Make the smart choice for you and your business.

Make a Smart Choice: Admit You Need Help and Hire a Professional to Organize Your Practice

Clear your cluttered office with an experienced and professional organizer, who's also a fellow lawyer.



*Mrg
Simon*

Mrg Simon, J.D.
Certified KonMari™ Consultant
mrg.simon@designed2stick.com

Contact Mrg for a free consultation at 605-929-1493

Mrg Simon is a South Dakota attorney and professional organizer, certified in the KonMari Method® of tidying and decluttering.

SOUTH DAKOTA DEPOSITION ACADEMY

TO ALL MEMBERS OF THE STATE BAR OF SOUTH DAKOTA

The popular Deposition Academy returns in 2022 for members of the South Dakota Bar. The third Deposition Academy is being held on Wednesday, July 13 through Friday, July 15 at the University of South Dakota Knudson School of Law.

Mastery of the skills needed to gather information, gain admissions, and test theories is essential to a successful trial practice. The Deposition Academy is designed to provide the tools any lawyer needs to confirm facts they know, validate facts they think they know, and learn facts they need to prove their case.

The Deposition Academy is a learning by experience course. Participants in the program will hear about techniques used in taking and defending depositions, see demonstrations by experienced trial lawyers, and then actually practice those skills in a simulated deposition setting. During each workshop, participants will perform and practice skills essential to effective deposition taking or defending and then receive suggestions from experienced members of the faculty that will allow them to enhance their skills. Each workshop adds skills so that by the conclusion of the Academy participants will have built new techniques, enhanced existing skills, and gained confidence.

During the program you will learn a technique that allows you to wring every last bit of information from a witness. You will master techniques developed by The National Institute for Trial Advocacy that include “The Funnel Technique” and “Getting a List.” We will also spend time practicing techniques to defend your client’s interests in a deposition and how to prepare a witness for their deposition.

New to the 2022 version of the Deposition Academy is information and ideas on the process of creating an outline for deposing a witness. There are subtle differences and important additions counsel should consider when the process moves online. This includes additional questions asked during the commitment stage and how exhibits will be distributed and used.

The process of building a top-notch team of instructors is currently underway. The State Bar Trial Academy Committee is working to select a team of women and men who are the best and brightest of the South Dakota Trial Bar. The team will include lawyers who represent plaintiffs and defendants and practice in both large and small firms. The University of South Dakota Knudson School of Law is again providing both space and logistical support for the Academy. The partnership of the Bar Association, the law school, and the South Dakota Chapter of ABOTA, ensures a high-quality course that is open to all.

DEPOSITION ACADEMY REGISTRATION
JULY 13 – 15, 2022
USD KNUDSON SCHOOL OF LAW, VERMILLION, SD

**SPONSORED BY THE STATE BAR OF SOUTH DAKOTA, THE SOUTH DAKOTA CHAPTER OF ABOTA
AND THE UNIVERSITY OF SOUTH DAKOTA KNUDSON SCHOOL OF LAW**

Name: _____

Firm or Organization: _____

Address: _____

Phone: _____

Email: _____

Date: _____

Please register me for the 2022 Deposition Academy. I enclose a deposit of \$500 (made payable to SD CLE, Inc.) towards the full tuition of \$1,000. I acknowledge that the deposit, should I be accepted and subsequently am not able to attend, is non-refundable, unless a replacement is found. If I am not accepted, I understand that my deposit will be returned to me. I understand that no interest will be payable on returned deposit. I further understand that I will be responsible for any costs associated with travel, lodging, and meals. If I am accepted, I will pay the balance of \$500 no later than July 1, 2022.

I understand there may be more applicants than available participant spaces and that the Deposition Academy is primarily intended for lawyers with limited litigation experience who desire to further develop his or her skills. The following professional information relative to my professional experience will be used by the admissions committee solely to determine whether I will be accepted for the Deposition Academy and the information will be used for no other purpose nor shared with any other entity. If there are more applicants than available space, I recognize that the admissions committee will accept the earlier application with deposit for similarly situated applicants.

Size of firm or organization: _____

Years admitted to practice: _____

Number of depositions taken: _____

Number of depositions defended: _____

Brief description of your current practice: _____

Mail this completed registration form, together with a check in the amount of \$500, payable to SD CLE, Inc. to:

**State Bar of South Dakota
111 W Capitol Avenue #1
Pierre, SD 57501**

STATE OF SOUTH DAKOTA
In the Supreme Court

I, Shirley A. Jameson-Fergel, Clerk of the Supreme Court of South Dakota, hereby certify that the within instrument is a true and correct copy of the original thereof as the same appears on record in my office. In witness whereof, I have hereunto set my hand and affixed the seal of said court at Pierre, S.D. this

13th day of May, 20 22.

Clerk of Supreme Court

Deputy

IN THE SUPREME COURT
OF THE
STATE OF SOUTH DAKOTA

SUPREME COURT
STATE OF SOUTH DAKOTA
FILED

MAY 12 2022

Shirley A. Jameson-Fergel
Clerk

* * * *

ORDER RESCINDING DECLARATION OF JUDICIAL EMERGENCY
DUE TO COVID-19 PANDEMIC EFFECTIVE JUNE 30, 2022

The Court having carefully monitored current circumstances related to the COVID-19 pandemic in the State of South Dakota following its ORDER DECLARING JUDICIAL EMERGENCY entered on March 13, 2020, now therefore, it is

ORDERED that the prior order of this Court declaring a judicial emergency to exist is rescinded effective June 30, 2022;

IT IS FURTHER ORDERED that any subsequent orders entered pursuant to the declaration of a judicial emergency by the Supreme Court or the presiding judges of the seven judicial circuits will no longer be valid after expiration of the judicial emergency on June 30, 2022, and will be considered null and void.

DATED at Pierre, South Dakota this 12th day of May 2022.

BY THE COURT:

ATTEST:

[Signature]
Clerk of the Supreme Court
(SEAL)

[Signature]
Steven R. Jensen, Chief Justice

The Public Sector Section is publishing their bylaws for section members to review and vote on all amendments at their annual meeting in June.

**BYLAWS OF
THE PUBLIC SECTOR LAWYERS SECTION OF THE
STATE BAR OF SOUTH DAKOTA**

PREAMBLE

These Section Bylaws are adopted subordinate and subject to the bylaws of The State Bar of South Dakota, pursuant to the authority granted therein as well as written statements of Policy or procedure issued by the Board of Bar Commissioners of The State Bar of South Dakota. The bylaws of The State Bar of South Dakota and the written statements of policy and procedure issued by the Board of Bar Commissioners shall take precedence over any inconsistent provision appearing in these Section Bylaws.

**ARTICLE I.
NAME**

The name of this Section of The State Bar of South Dakota shall be THE PUBLIC SECTOR LAWYERS SECTION OF THE STATE BAR OF SOUTH DAKOTA (hereinafter referred to as the "Section").

**ARTICLE II.
PURPOSE**

The general purpose of the Section shall be to foster the identification, discussion, and interchange of ideas relative to the interests, rights, duties, responsibilities, and concerns unique to public sector lawyers of the State of South Dakota; to aid and promote the advancement of public sector lawyers and encourage their interest and participation in the activities of South Dakota and the State Bar; to continue to encourage the State Bar of South Dakota to be responsive to the needs of public sector lawyers ; to promote the activities of the State Bar of South Dakota; and to further the purpose and objectives of the State Bar of South Dakota. Some of the identified specific purposes are as follows:

- A. To engage in and conduct education and related programs of interest and value to public sector lawyers (member service) and the general public (public service);
- B. To improve the image of the legal profession and advance the role of the legal profession in serving the public;
- C. To sponsor and promote scholarship in the legal profession among public sector lawyers;
- D. To communicate through the State Bar Newsletter, the Annual Meeting Program, the Public Sector listserv and otherwise with members of the Section and the State Bar of South Dakota; and

- E. To serve as a communication conduit for the State Bar of South Dakota, subject to appropriate authorization.

ARTICLE III. **MEMBERSHIP**

- B. **QUALIFICATION FOR MEMBERSHIP**: Membership in this Section shall be open to all active members of The State Bar of South Dakota who are in good standing, and who routinely represent, provide legal counsel to, or are employed, full time or part-time, by federal, state, tribal, local, or other governmental entities.
- C. **REQUEST FOR MEMBERSHIP**: A qualified lawyer may become a member of the Section by requesting their inclusion in the Section each spring through the Committee and Section Preference process.

ARTICLE IV. **OFFICERS**

- A. **COMPOSITION**: The officers of the Section shall be President, Vice-President, and Secretary.
- B. **ELECTION OF OFFICERS**: Election of the officers of the Section shall take place at the Annual Section Meeting. Any member of the Section is eligible for the position of an Officer of the Section. A member of the Section may place their name in nomination for an office of the Section by providing the Section President with a written statement of the member's intent to seek that office, at any time. Candidates for officers may also be nominated from the floor at the Annual Section Meeting. Officers shall be elected by simple majority vote of the Section members present at the Annual Section Meeting. Vacancies in any office shall be filled by appointment of the Section's Board of Directors until the next Annual Section Meeting.
- C. **TERMS**: The term of each officer shall be for two years commencing at the conclusion of the Annual Meeting of the State Bar of South Dakota at which they are elected in the Annual Section Meeting. Duly elected qualified and acting officers shall hold office until their successors are elected. Officers may serve no more than two terms of two years each. If an officer fills an empty office they may serve two additional two year terms following the expiration of the term filled.
- D. **OFFICE OF PRESIDENT**: The President shall plan and supervise the agenda and programming of the Section during their term, subject to the direction and approval of the Section Board of Directors. They shall keep the Section's Board of Directors and members informed of all decisions and activities of the Section. The President shall schedule and preside at all regular meetings of the Section and shall serve in the capacity of Chair of the Section Board of Directors, being an ex-officio member voting only as necessary to break a tie vote of the Section Board. The President shall serve as one of

the principal liaisons between the Section and the State Bar of South Dakota Board of Bar Commissioners. The President shall perform such other duties and acts as necessary to carry out the functions of their office, or as may be designated by the Bar Commissioners, Executive Director, and/or Section Board of Directors.

- E. VICE-PRESIDENT: The Vice-President shall aid the President in the performance of their duties and responsibilities in such manner and to such extent as the President and/or the Section Board of Directors may prescribe. The Vice-President shall perform such further duties or acts as necessary to carry out the functions of their office, or as may be designated by the President and/or the Section Board of Directors. In case of death, resignation, temporary or permanent incapacity or disability of the President, the Vice-President shall perform the duties of the President for the duration of the President's term or the duration of the President's incapacity or disability.
- F. SECRETARY: The Secretary shall keep the minutes and records of all meetings of the Section and the Section Board of Directors. The Secretary shall keep a role of the Section's members, shall attend to correspondence, shall issue all required notices of Section meetings, and shall generally consult with and assist all officers of the Section in the manner and to the extent they may request. The Secretary shall be the liaison between the Section and the State Bar of South Dakota regarding the retention and maintenance of books, papers, documents and other property pertaining to the work of the Section. The Secretary shall review and approve all requests for reimbursement from Section officers, members of the Section Board of Directors and of the Section.

ARTICLE V.
BOARD OF DIRECTORS

- A. COMPOSITION: The Section shall be governed by a Board of Directors. The Board of Directors shall consist of the President, Vice-President, Secretary, and four at-large Section members. All Board of Director members shall be voting members, except for the President who shall preside over all board meetings and only vote as necessary to break a tie.
- B. TERMS: The term of each member of the Board of Directors shall be for two years commencing at the conclusion of the State Bar of South Dakota Annual Meeting at which they are elected in the Annual Section Meeting. Duly elected qualified and acting board members shall hold office until their successors are elected. The members of the Board of Directors may not serve on the board more than four consecutive years unless elected as an Officer of the Section. Two at-large board positions will be filled in odd numbered years and two will be filled in even number years, beginning with two positions being filled for a two-year term in June 2022. For the remainder of 2022, the other two at large positions will remain until June 2023, where a two year position will be elected.
- C. FUNCTIONS: The Board of Directors shall manage and control the affairs of the Section subject to the State Bar of South Dakota bylaws, rules, regulations, policies and procedures. Between Annual Section Meetings, the Board of Directors shall have the full

power to implement programming to serve the Section purpose, except if such programming was determined by the Section membership to no longer serve the Section purpose during the Section Annual Meeting. The Board of Directors shall assist and cooperate with the officers, Bar Commission, committees, and staff of the State Bar of South Dakota.

- D. MEETINGS: The Board of Directors may set meetings throughout the year to conduct Section business and fulfill the Section purpose. Any and all action taken by the Board of Directors shall be reported to the Section members by sharing meeting minutes and presented at the next Annual Section Meeting.
- E. QUORUM: A simple majority of the Board of Directors (i.e. four) present at any board meeting shall constitute a quorum for the transaction of business.
- F. RULES OF ORDER: Except as otherwise provided, meetings shall be conducted in accordance with commonly accepted rules of parliamentary procedure, with Roberts Rules of Order serving as reference for such rules.
- G. ELECTIONS: Election of the Board of Directors shall take place at the Annual Section Meeting. Any member of the Section is eligible for the position of director of the Section. A member of the Section may place their name in nomination for Director by providing the Section President with a written statement of the member's intent to seek that position at any time. Candidates for Directors may also be nominated from the floor at the Annual Section Meeting. Directors shall be elected by simple majority vote of the Section members present at the Annual Section Meeting. Vacancies in the Board of Directors shall be filled by appointment of the Section's Board of Directors until the next Annual Section Meeting.

ARTICLE VI MEETINGS

- A. ANNUAL SECTION MEETING: The regular annual meeting of the Section shall be held each year at the same time and place as the annual meeting of the State Bar of South Dakota. Annual elections shall take place at the Annual Section Meeting. Written notice of the time, date, and location of the Annual Section Meeting, a description of the positions on the Section Board of Directors and Section Officers which are subject to election, a statement that candidates may be nominated from the floor, and a description of other business scheduled to be conducted at the Annual Section Meeting, shall be provided electronically to Section members immediately prior to the month in which the Annual Section Meeting occurs. The members of the Section present at the Annual Section Meeting shall constitute a quorum for the transaction of all Section elections and business. Action of the Section shall be conducted by simple majority vote of the Section members present at the Annual Section Meeting.
- B. ANNUAL MEETING ORDER OF BUSINESS: The order of business shall be as follows: outgoing President's report; Vice-President's state of the state address; report of

the Board of Directors; report of any Section Committees; miscellaneous business; nomination and election of officers and Board members.

- C. RULES OF ORDER: Except as otherwise provided, meetings shall be conducted in accordance with commonly accepted rules of parliamentary procedure, with Roberts Rules of Order serving as reference for such rules.

ARTICLE VII. **FINANCIAL MATTERS**

- A. AUTHORITY TO EXPEND FUNDS: No Officer, Board of Director, or Section member, other than the President, or one or more persons expressly designated by the President, shall have the authority to incur any liability, cost, or expense in the name of the State Bar of South Dakota or the Section. The authority of the President to incur liability, cost, or expense on behalf of the State Bar of South Dakota or the Section is limited to the amounts and purposes as funded by the State Bar Board of Commissioners. The State Bar of South Dakota Executive Director shall be the custodian of all Section funds.
- B. MEMBERSHIP FEES: There shall be no Section membership fees unless the Section membership requests the Section Board of Directors to petition the Bar Commission to establish a Section membership fee. Such a request by the Section members shall be made by majority vote at an Annual Section Meeting. The Bar Commission may approve, amend, or reject the establishment of Section membership fees.
- C. Section Expenses: Section expenses shall be handled pursuant to any policy and/or process adopted by the Board of Directors so long as they are in accordance with established State Bar of South Dakota policy regarding Section expenses and reimbursement.

ARTICLE VIII. **COMMUNICATIONS**

- A. COMMUNICATIONS WITH SECTION MEMBERS: It shall be the duty and responsibility of the Section officers and Board of Directors to regularly communicate Section activities through the State Bar of South Dakota Newsletter, Annual Meeting program, Section Listserv or other means as necessary. Minutes of each meeting of the Board of Directors shall be delivered promptly to the State Bar of South Dakota Executive Director and to the Section Board of Directors.
- B. REQUESTS FOR ACTION BY THE BAR: Whenever the Section desires to request action by the Bar Commission, the requested action shall be adopted by majority vote of the Board of Directors and appear in the Board's minutes. The requested action shall be submitted in a letter accompanying the minutes, directed to the State Bar President, in care of the Executive Director. If the vote on the requested action is not unanimous by the Section's Board of Directors, the number of votes for and against the requested action

shall be set forth in the minutes, along with an opportunity for dissenting members of the Board of Directors to set further their position.

- C. ANNUAL REPORT: The Section President shall file a concise, written report summarizing the activities of the current year, a description of any anticipated activities for the ensuing year, and the full text of any proposed action, as well as any necessary documentation explaining the basis for the proposed action, with the Executive Director no later than May 1 of that year.

**ARTICLE IX.
AMENDMENTS**

These Bylaws may be amended at any Annual Section Meeting by majority vote, provided, however, that such proposed amendment(s) shall first have been approved by a majority vote of the Section Board of Directors. Advance publication of such proposed amendment(s) shall be provided to each Section member through publication in the State Bar Newsletter at least thirty days prior to the Annual Section Meeting. Any amendment(s) to the Bylaws adopted at an Annual Section Meeting shall not become effective until finally approved by the State Bar of South Dakota Bar Commission.

6

State Wide Swearing-In Ceremony

**Please
Join
Us!**

October 21, 2022
3:00PM CST

CAPITOL ROTUNDA
PIERRE SD

*The State Bar of South Dakota Young Lawyers
Section requests the honor of your presence
at the State Wide Swearing-In Ceremony for
the new South Dakota attorneys.*

Reception to follow at Capitol Lake Visitors Center

BOARD OF BAR COMMISSIONERS

Minutes, April 22, 2022

SpringHill Suites, Charleston II
Deadwood, South Dakota

President William Garry called the meeting to order at 8:00 a.m. Mountain Time on Friday, April 22, 2022, in Deadwood, South Dakota. Present at the meeting were Garry, President Elect Lisa Marso, Commissioners Aasen (via Zoom), Christensen (via Zoom), Dougherty, Kempema, King, Pickar (via Zoom), Richter, Roby, Skjoldal, Tiede, and Trefz. Also, present during all or part of the meeting were Executive Director/Secretary-Treasurer Andrew Fergel, Strategic Plan Coordinator Elizabeth Overmoe (via Zoom), Assistant Director Nicole Ogan, Communications Director Tracie Bradford, Access to Justice, Inc. Coordinator Denise Langley (via Zoom), LAP Director Rebecca Porter, YLS President Ole Olesen (via Zoom), Dean of the USD Knudson School of Law, Neil Fulton, Practice Rules Revision Committee Chair John Burke, and Erika Olson (via Zoom).

Minutes of February 16, 2022, Meeting: Commissioner Trefz moved to approve the minutes of the February 16, 2022, meeting held via Zoom. Commissioner Skjoldal seconded the motion. Motion passed.

Young Lawyers Section Report: Ole Olesen, President of the Young Lawyers Section reported on the Section's ongoing activities for this fiscal year.

Lawyers Assistance Program Report: Lawyers Assistance Program Director Rebecca Porter reported on the activities of the LAP program and her work for the program since her last report. Ms. Porter's oral report was supplemented with a written report that was included in the Commission's meeting materials.

Alternative Pathways to Bar Admission Discussion: Neil Fulton, Dean of the USD Knudson School of Law, met with the Commission to discuss alternative pathways to bar admission. Dean Fulton described what other jurisdictions are doing in this area and answered questions of the Commission. Both the Commission and Dean Fulton agreed that this was a discussion that would continue.

Association Healthcare Plan: Dan Maguire met with the Commission to talk about an association healthcare plan for the State Bar of South Dakota. As part of his presentation to the Commission, Mr. Maguire answered questions and described five plan options that would be available for selection under an association plan. Mr. Maguire also presented proposed rates for each plan option. The Commission did not take any action after Mr. Maguire's presentation as it elected to take additional time to consider the information presented.

Member Benefits Committee's Plan for Survey: Strategic Plan Coordinator Elizabeth Overmoe spoke to the Commission about the work of the Member Benefits Committee and the Committee's plan to survey Bar members. Ms. Overmoe shared a draft survey with the Commission and answered questions. After Ms. Overmoe's report, those present were asked to encourage their colleagues and firm members to complete the survey when received.

Financial Report: Fergel and Ogan presented a financial report to the Commission that included information about fund balances in all the operational accounts for the State Bar of South Dakota, SD CLE, Inc., and Access to Justice, Inc.

Preliminary Budget for Fiscal Year 2022-2023: Following the financial report, Fergel and Ogan presented a preliminary proposed FY 2022-2023 budget for the State Bar of South Dakota and answered questions from the Commission about the budget proposal. No action was taken on the proposed budget as the FY 2022-2023 budget will be finalized by the Commission at its July 2022 meeting.

Proposed Practice Rule Changes: John Burke, Chair of the Practice Rules Revision Committee, met with the Commission to propose amendments, which were drafted and approved by the Practice Rules Committee, to the following:

- a. Appendix C of SDCL Ch. 15-6 (Forms)
- b. SDCL 15-6-45(a) – Subpoena for Attendance of Witnesses
- c. SDCL 1-26-33.2 – Time for Serving Brief
- d. SDCL 15-6-5 – Service and Filing of Pleadings and Other Papers

After Mr. Burke's presentation, the following action was taken:

Commissioner King made a motion that proposed amendments to Appendix C of SDCL Ch. 15-6 (Forms), be presented to the Bar membership for consideration at the annual business meeting in June. President Elect Marso seconded the motion. Motion Passed.

Commissioner King made a motion that the proposed amendments to SDCL 15-6-45(a) – Subpoena for Attendance of Witnesses, be presented to Bar membership for consideration at the annual business meeting in June. Commissioner Skjoldal seconded the motion. Motion passed.

Commissioner Kempema made a motion that the proposed amendment to SDCL 1-26-33.2 – Time for Serving Briefs, be presented to Bar membership for consideration at the annual business meeting in June. Commissioner King seconded the motion. Motion passed.

Commissioner King made a motion that the proposed amendments to SDCL 15-6-5 – Service and Filing of Pleadings and Other Papers, be presented to Bar membership at the annual meeting in June. Commissioner Roby seconded the motion. Motion passed.

Proposed Amendments to South Dakota Title Standards: Erika Olson, a member of the Real Property, Probate and Trust Section, and Chair of the Section’s Title Standards Committee met with the Commission via Zoom to present proposed amendments to the current 2002 South Dakota Title Standards. Ms. Olson advised the Commission that the proposed changes presented were changes that the Committee felt were obviously changes and the Committee is continuing to work on other changes that are more substantive. Ms. Olson said the Committee would present a proposal with the substantive changes to the Commission for approval next year and asked that the proposed changes presented this year be approved for presentation to the Bar membership at this year’s annual meeting. President-Elect Marso then made a motion that the proposed amendments to the 2002 South Dakota Title Standards be presented to Bar membership at the annual meeting in June. Commissioner Kempema seconded the motion. Motion passed.

Listing Bar Commission Members on Public Side of Bar’s Website: Fergel asked the Commission members whether they would be open to having the name and position of each Commission member posted on the public side of the State Bar website. Thereafter, Commissioner King made a motion to post the names and positions of each Commission member on the public side of the State Bar website. Commissioner Skjoldal seconded the motion. Motion passed.

Appointment of State Bar Delegate: Fergel informed the Commission that the term of the current Bar delegate to the ABA House of Delegates will expire at the end of the ABA’s Annual Meeting in August. Pursuant to policy, the Commission appoints the Bar delegate; however, the process for selection of the delegate has varied. After Fergel answered questions about length of term and how the selection of the delegate occurred in the past, Commissioner Skjoldal made a motion that the policy of the Commission be that the Bar advertise and accept applications of interested eligible members for the delegate position in every year that the term of the Bar delegate expires and that the Commission then select the delegate from the pool of members that submitted applications. Commissioner Tiede seconded the motion. Motion passed.

Voting Procedure for 2022 Annual Business Meeting: The Commission discussed the upcoming Annual Bar Convention and Business Meeting which will held this year at the Ramkota Hotel and Convention Center in Rapid City, SD. Fergel asked the Commission how voting should be conducted at the Annual Business Meeting on Friday, June 24th, noting that last year members that chose not to attend the business meeting in-person were allowed to attend via Zoom and vote electronically.

Commissioner Kempema made a motion conduct the business meeting in the same manner it was conducted last year and allow members that choose not to appear in-person to attend and vote remotely via an electronic platform. Commissioner Tiede seconded the motion. After discussion, the motion passed. Thereafter, the Commission asked Fergel to draft a proposed amendment or amendments to the State Bar Bylaws that would require the Bar to provide an option for members to attend and vote at the annual business meeting via an electronic platform on a permanent basis going forward. The Commission will consider the draft at its May 2022 meeting and if approved by the Commission, the amendment(s) will be presented to Bar membership for consideration at the annual business meeting on June 24, 2022.

Sexual Harassment Prevention Training: Fergel informed the Commission that a few members have inquired whether trainings other than the training offered by the State Bar of South Dakota would be approved to meet the sexual harassment prevention training requirements set forth in SDCL 16-18-1.1. After discussion, President-Elect Marso made a motion to require all members to take the training offered by the Bar to meet the requirements of SDCL 16-18-1.1 and to not approve other trainings. Commissioner Trefz seconded the motion. Motion passed.

Date and Location of July 2022 Bar Commission Retreat and Meeting: The Commission discussed when and where the July 2022 Bar Commission retreat and meeting should be. After a brief discussion, the meeting and retreat were scheduled for July 21st and 22nd, 2022, in Sioux Falls, South Dakota.

There being no further business, Commissioner King made a motion to adjourn the meeting. Commissioner Kempema seconded the motion. The motion passed and President Garry adjourned the meeting.

Respectfully submitted,

Andrew L. Fergel
Executive Director/Secretary-Treasurer

In Memoriam



Robert "Bob" Hiaring

Sinai - On the morning of November 2, 2021, Robert (Bob) moved from his earthly home to his heavenly home.

Bob was born on December 21, 1941, at home in rural South Dakota, to Lawrence and Helen Hiaring. He was the third of four children.

One of his proudest achievements as a young man was the attainment of the Rank of Eagle Scout.

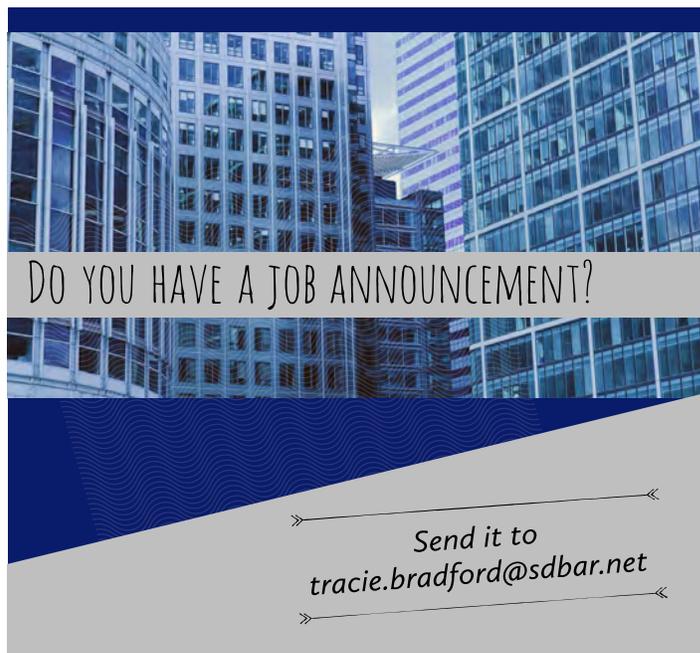
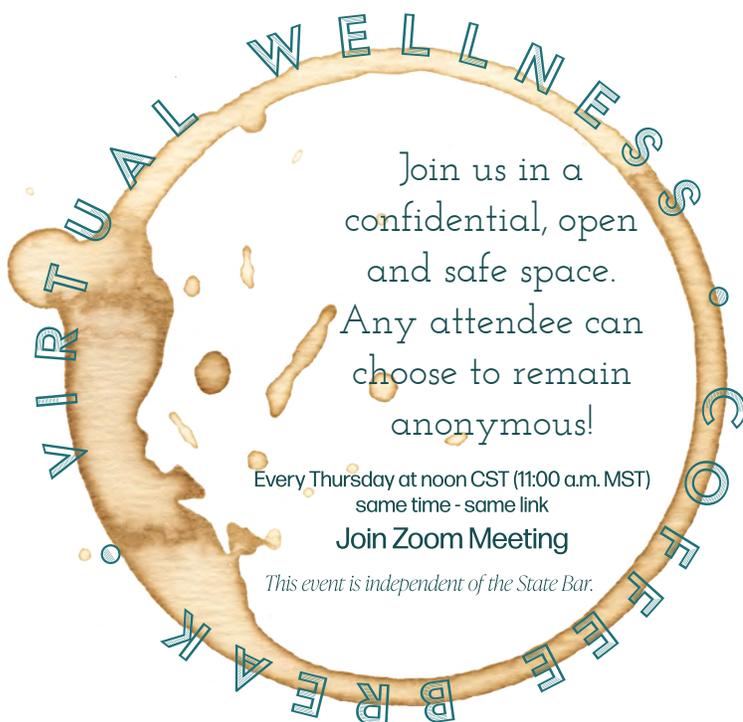
After he graduated from college, Bob received his law degree from the University of South Dakota in Vermillion.

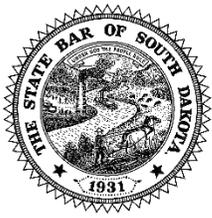
In 1964, Bob married Barbara (Hanson) Hiaring. They were blessed with the arrival of a daughter, Lisa Lynne. Barbara passed away in 2016.

Bob began his career as a Police Officer and held many other positions, including U.S. District Attorney for South Dakota and a Federal Administrative Law Judge. In 2017, Bob married Joy (Abrahamson).

Bob is survived by wife, Joy; daughter Lisa (Todd) Wood; two stepdaughters, Sigrid (Jon) Davis and Shauna (Darrel) Summ; grandchildren Krystal Royce, Josh (Jackie) Wood, Jocelyn, Jeffrey, and Charis Lehosky, and Brandon and Brianna Summ; and one sister, Ruth (Mark) Wreisner; and many other relatives and friends from across the country.

A celebration of life was held on Monday, November 8th, 2021, at Smith Chapel West in Billings, MT.





State Bar of South Dakota Committee Assignments 2022-2023

ADMINISTRATIVE LAW

Mallori Barnett, Pierre
Justin Bell, Pierre
Steven Blair, Rapid City
Meghan Borchert, Sioux Falls
Niclas Dahlvang, Wessington Springs
Kristen Edwards, Pierre
Morgan Erickson, Yankton
Holly Farris, Pierre
Anita Fuoss, Pierre
Julie Johnson, Mina
Kody Kyriss, Pierre
Ryan Loker, Pierre
Frank Marnell, Pierre
Graham Oey, Sioux Falls
Nick Ramos, Sioux Falls
John Richter, CH, Pierre
Caroline Srstka, Sioux Falls
Catherine Williamson, Pierre

AGRICULTURAL LAW

Stan Anker, Rapid City
Elliot Bloom, Rapid City
James Cremer, Aberdeen
Brian Donahoe, Sioux Falls
Kristen Edwards, Pierre
Craig Evenson, Clear Lake
Amanda Gaikowski, Sioux Falls
Thomas Geu, Vermillion
Quincy Kjerstad, Rapid City
David Larson, Chamberlain
Robert Nelson, Sioux Falls
Mitchell Peterson, Sioux Falls
Kelsea Sutton, Co-CH, Burke
Jacob Tiede, Mitchell
Michael Traxinger, Co-CH, Aberdeen
Paul Tschetter, Sioux Falls
Chelsea Wenzel, Pierre

ALTERNATIVE DISPUTE RESOLUTION

Bert Bucher, Sioux Falls
Laura Clark-Rowe, Pierre
Paul Cremer, Pierre
Gregory Erlandson, Rapid City
Hon. David Gienapp, Madison
Chet Groseclose, Sioux Falls

Lindsay Harris, Sioux Falls
Katie Johnson, Beresford
Garrett Keegan, Rapid City
Michael McKnight, Sioux Falls
Elizabeth Rosenbaum, Sioux City, IA
Heidi Thoennes, Sioux Falls
Marilyn Trefz, CH, Vermillion
Linda Lea Viken, Rapid City

ASK A LAWYER

Reece Almond, CH, Sioux Falls
Chris Christiansen, CH, Rapid City
Mike Srstka, Vice-CH, Sioux Falls
Kellen Willert, Vice-CH, Belle Fourche

BUSINESS LAW

Amy Arndt, Co-CH, Sioux Falls
Frances Becker, Rapid City
Josh Brown, Sioux Falls
Joshua Clark, Sioux Falls
James Cremer, Aberdeen
Thomas Deadrick, Pierre
Justin DiBona, Rapid City
Ryan Fargen, Sioux Falls
Tom Geu, Vermillion
Patrick Goetzinger, Rapid City
Chad Hansen, Dell Rapids
Dixie Hieb, Sioux Falls
Pradeep Jayaraman, Sioux Falls
Curtis Jensen, Rapid City
Darrell Jesse, Yankton
Tommy Johnson, Sioux Falls
Brian Kirby, Sioux Falls
Andrew Knutson, Co-CH, Sioux Falls
Carey Miller, Sioux Falls
Heath Oberloh, Sioux Falls
Erika Olson, Rapid City
Barry Sackett, Sioux Falls
Timothy Thomas, Rapid City
Bobbi Thury, Sioux Falls
Nicole Tupman, Sioux Falls
Shane Vogt, Sioux Falls
Jayna Voss, Sioux Falls
Reece Weber, Rapid City
Sheila Woodward, Yankton

CLIENT ASSISTANCE FUND

Pat Archer, CH, Onida
Beth Baloun, Sioux Falls
Amy Bartling-Jacobsen, Gregory
Matthew Naasz, Rapid City
Nancy Oviatt, Watertown

CONTINUING LEGAL EDUCATION

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Stanton Anker, Rapid City
Carla Cushman, Rapid City
Holly Farris, Pierre
Alecia Fuller, Rapid City
Anita Fuoss, Pierre
Eric Hanson, Sioux Falls
Meghann Joyce, Sioux Falls
Tom Keller, Sioux Falls
Jessica LaMie, Pierre
Heather Lammers-Bogard, CH, Rapid City
Jessica Larson, Rapid City
Melissa Neville, Aberdeen
Janet Olson, Sioux Falls
Hon. Bob Pesall, Flandreau
Mitch Peterson, Sioux Falls
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Victoria Reker, Sioux Falls
Brandy Rhead, Rapid City
Carrie Sanderson, Sioux Falls
Jason Sutton, Sioux Falls
Jeff Tronvold, Pierre
Lora Waeckerle, Rapid City
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CRIMINAL LAW

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Ross Aldentaler, Aberdeen
Kylie Beck, Sioux Falls
Kelsey Blair, Rapid City
Gregory Brazeal, Vermillion
Melissa Fiksdal, Sioux Falls
Koln Fink, Sioux Falls
Grant Flynn, Pierre
Ellery Grey, Rapid City
John Hinrichs, Sioux Falls
Tanner Jackson, Sturgis
George Johnson, Gregory

CRIMINAL LAW continued...

Amanda Kippley, Sioux Falls
Dylan Kirchmeier, Sisseton
Ryan Kolbeck, Co-CH, Sioux Falls
Katie Mallery, Sioux Falls
Cassandra McKeown, Vermillion
Amanda Miiller, Pierre
Robert Pasqualucci, Rapid City
Amber Richey, Deadwood
Lara Roetzel, Rapid City
Jason Rumpca, Pierre
Olivia Siglin, Co-CH, Rapid City
Traci Smith, Sioux Falls
Sarah L. Thorne, Pierre

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Anthony Hohn, Sioux Falls
Steve Huff, Yankton
Robert Meadors, Sioux Falls
Sander Morehead, Sioux Falls
Nicholas Moser, Yankton
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Denise Langley, Pierre
James Leach, Rapid City
Wendy McGowan, Rapid City
Tamara Nash, Vermillion
Erika Olson, Rapid City
Mae Pochop, Sioux Falls
Stephanie Pochop, Gregory
Alison Ramsdell, Sioux Falls

Danielle Rang, Yankton
Lara Roetzel, Rapid City
Marie Ruettgers, Rapid City
Eric Schulte, Sioux Falls
Thomas Simmons, Vermillion
Michael Traxinger, Aberdeen
Amanda Work, Pierre

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Tyler Coverdale, Sioux Falls
Holly Farris, Pierre
Jessica Filler, Pierre
Jennifer Frank, Rapid City
AJ Franken, Vermillion
Tracy Greene, Co-CH, Brookings
Gerald Kaufmann, Pierre
Samuel Kerr, Co-CH, Rapid City
Amanda LaCroix, Pierre
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Paul Sedlacek, Rapid City
Catherine Seely, Pierre
Kassie Shiffermiller, Rapid City
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Cale Fierro, Rapid City
Lonald Gellhaus, Aberdeen
Lindsay Harris, Sioux Falls
John Heisler, Sioux Falls
Laura Hodson, Rapid City
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Mallory Schulte, Yankton
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Bobbi Thury, Sioux Falls
Stephen Wesolick, Rapid City

Rebecca Wilson, Sioux Falls

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Jennifer Bunkers, Sioux Falls
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Dan Fritz, Sioux Falls
Alecia Fuller, Rapid City
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Cassidy Stalley, Rapid City

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Matthew Murphy, CH, Sioux Falls
Donald Porter, Rapid City
Eric Preheim, Sioux Falls
Lindsey Quasney, Sioux Falls
Laura Rose, Vermillion
Martha Rossiter, Rapid City
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Karly Winter, Pierre

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Hannah Haksgaard, Vermillion
Thomas Keller, Sioux Falls
Kristen Kochekian, Redfield
Kyle Krause, Rapid City
Denise Langley, Pierre
Donald McCarty, Brookings
Chris McClure, Sioux Falls

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Melissa Nicholson Breit, Sioux Falls
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Whitney Reed, Sioux Falls
Kylie Riggins, Rapid City
Beth Roesler, Sioux Falls
Elizabeth Rosenbaum, Sioux City, IA
Michael Tobin, Sioux Falls
Marilyn Trefz, Vermillion
Linda Lea Viken, Rapid City
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Sharese Whitesell, Dakota Dunes
Kellen Willert, Belle Fourche
Terri Williams, CH, Rapid City
Joshua Zellmer, Sioux Falls

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Amanda Bahena, Sioux Falls
Ilisja Duffy, Rapid City
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Henry Evans, Sioux Falls
Janice Godtland, Sioux Falls
Sandi Haeuszer, Sioux Falls
Anna Kerner Andersson, Burke
Kari Scofield, CH, Sioux Falls
Pradeep Jayaraman, Sioux Falls

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Kirk Albertson, Pierre
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Tim Billion, Co-CH, Sioux Falls
Josey Blare, Co-CH, Pierre
Leonika Charging-Davison, Omaha
Kyle Chase, Washington D.C.
Laura Clark-Rowe, Pierre
Angelique EagleWoman, Woodbury, MN
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Dana Hanna, Rapid City
Stacy Hegge, Pierre
Alayna Holmstrom, Sioux Falls
Brendan Johnson, Sioux Falls
Lorrie Miner, Lower Brule
Troy Morley, Pierre
Tom Mortland, Mission
Lacy Neuenfeldt, Flandreau
Seth Pearman, Flandreau
Frank Pommersheim, Vermillion
Thomas Simmons, Vermillion
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Ron Volesky, Huron

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Stephanie Pochop, Gregory
Hon. James Power, Sioux Falls
Greg Sattizahn, Pierre
Hon. Patrick Smith, Mitchell
Hon. Robert Spears, Watertown
Hon. Marya Tellinghuisen, Rapid City
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Mallori Barnett, Pierre
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Brandon Booth, Sioux Falls
Catherine Cano, Omaha, NE
Tyler Coverdale, Sioux Falls
Carla Cushman, Rapid City
Kimberly Dorsett, Aberdeen
Jennifer Frank, CH, Rapid City
Kristi Holm, Sioux Falls
Lisa Marso, Sioux Falls
Gerald McCabe, Claremont
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Nichole Mohning, Sioux Falls
Amber Mulder, Sioux Falls
Beth Roesler, Sioux Falls
Tracye Sherril, Sioux Falls

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Robert Hayes, Sioux Falls

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Tamara Nash, Vermillion
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Hon. Susan Sabers, Sioux Falls
Clint Sargent, Sioux Falls
Greg Sattizahn, Pierre
Eric Schulte, Sioux Falls
Sarah Theophilus, Sioux Falls
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Mark Vargo, Rapid City

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Thomas Clayton, Sioux Falls
Ryan Darling, Pierre
Henry Evans, Sioux Falls
Dan Fritz, Sioux Falls
Gregg Greenfield, Sioux Falls
Nicole Griese, Sioux Falls
Scott Hoy, Sioux Falls
Cesar Juarez, Sioux Falls
Lon Kouri, Sioux Falls
Rena Kruse, Sioux Falls
Robert Lewis, Rapid City
Michael McKnight, Sioux Falls
Stephanie Pochop, Gregory
Rebecca Porter, Rapid City
Vincent Purtell, Sioux Falls
Michelle Randall, Sioux Falls
Matthew Roby, CH, Watertown
Barry Sackett, Sioux Falls
Mrg Simon, Sioux Falls

LEGAL SERVICES

Sarah Baron Houy, CH, Rapid City
Kimberly Dorsett, Aberdeen
Andrew Fergel, Pierre
William Garry, Sioux Falls
Wendy Hess, Vermillion
Steven Huff, Yankton
Taneeza Islam, Sioux Falls
Denise Langley, Pierre
Lisa Marso, Sioux Falls
Cassandra McKeown, Vermillion
Annemarie Michaels, Rosebud

LEGAL SERVICES continued...

Tom Mortland, Mission
Reed Rasmussen, Aberdeen
Brandy Rhead, Rapid City
Robert Riter, Pierre
Jeff Shultz, Sioux Falls
Marilyn Trefz, Vermillion

MEMBER BENEFITS

Lisa Marso, Sioux Falls
Tyler Matson, Yankton
Sam Nelson, Beresford
Alison Ramsdell, Sioux Falls
Anthony Teesdale, CH, Brookings
Rod Tobin, Aberdeen
Karly Winter, Pierre

NATURAL RESOURCES &
ENVIRONMENTAL LAW

Deb Birgen, Sioux Falls
Steven Blair, Rapid City
Elliott Bloom, Rapid City
Brian Donahoe, Sioux Falls
Jennifer Doubledee, Sioux Falls
Kristen Edwards, Pierre
Bruce Ellison, Rapid City
Dwight Gubbrud, CH, Belle Fourche
Jason Harris, Sioux Falls
Brett Koenecke, Pierre
Jessica Larson, Rapid City
Cheryl Laurenz-Bogue, Sioux Falls
Spencer Mosness, Rapid City
Matthew Naasz, Rapid City
Wade Nyberg, Rapid City
David Stoos, Sioux Falls
William Taylor, Sioux Falls
Tracy Ann Zephier, Eagle Butte

NEGLIGENCE AND TORT LAW

Douglas Abraham, Pierre
Michael Bornitz, Sioux Falls
John Burke, Rapid City
Renee Christensen, Sioux Falls
Eric DeNure, Sioux Falls
Zach Flood, Mitchell
Elizabeth Hertz, CH, Sioux Falls
John Hinrichs, Sioux Falls
Kathy Hoskins, Sioux Falls
Kim Lanham, Sioux Falls
Jolene Nasser, Sioux Falls
R. Alan Peterson, Sioux Falls
Roger Sudbeck, Sioux Falls

Heidi Thoennes, Sioux Falls
Bram Weidenaar, Sioux Falls
Mark Welter, Sioux Falls
Mindy Werder, Watertown
Jennifer Wosje, Sioux Falls

PATTERN JURY INSTRUCTIONS -
CIVIL

Hon. John Bastian, Belle Fourche
Gregory Bernard, Rapid City
Michael Bornitz, Sioux Falls
John Burke, Rapid City
Jeffery Collins, Rapid City
Brian Donahoe, Sioux Falls
Delia Druley, Sioux Falls
Joe Erickson, Watertown
David Hieb, Sioux Falls
Hon. Douglas Hoffman, Sioux Falls
John Hughes, Sioux Falls
Jeffrey Hurd, Rapid City
Andrew Hurd, Sioux Falls
Barbara Lewis, Co-CH, Rapid City
Anna Limoges, Sioux Falls
Ann Mines-Bailey, Pierre
Steven Morgans, Sioux Falls
George Nelson, Rapid City
Steven Oberg, Rapid City
Sara Show, Co-CH, Sioux Falls
Hon. Richard Sommers, Aberdeen
Philip Stiles, Rapid City
Roger Sudbeck, Sioux Falls
Nancy Turbak Berry, Watertown
Shane Vogt, Sioux Falls
Lora Waeckerle, Rapid City
Alex Weiss, Rapid City

PATTERN JURY INSTRUCTIONS -
CRIMINAL

Jason Adams, Sioux Falls
Hon. Tara Adamski
Kirk Albertson, Pierre
Kyle Beauchamp, Rapid City
Kylie Beck, Sioux Falls
Hon. Tami Bern, Yankton
Amanda Eden, Canton
Koln Fink, Sioux Fall
Erin Handke, Pierre
Stacy Hegge, Pierre
Mark Hodges, Sioux Falls
Seth Klentz, Beresford
Stephanie Kroeze, Rapid City
Constance Larson, Co-CH, Sioux Falls

Hon. Jennifer Mammenga, Co-CH, Sioux Falls
Cullen McNeece, Pierre
Alexa Moeller, Rapid City
Sarah Morrison, Rapid City
Lindsey Quasney, Sioux Falls
Lindsey Riter-Rapp, Pierre
Jason Rumpca, Pierre
Heather Sazama, Rapid City
Hon. Janki Sharma, Rapid City
Olivia Siglin, Rapid City
Hon. Richard Sommers, Aberdeen
Carrie Srtska, Sioux Falls
Chelsea Wenzel, Pierre
Eric Whitcher, Rapid City

PRACTICE RULES REVISION

Gregory Bernard, Rapid City
John Burke, CH, Rapid City
Delia Druley, Sioux Falls
Aaron Eiesland, Rapid City
Gregory Erlandson, Rapid City
Shannon Falon, Sioux Falls
Gregory Grajczyk, Milbank
Jeffrey Hurd, Rapid City
Meghann Joyce, Sioux Falls
Ann Mines-Bailey, Pierre
Sander Morehead, Sioux Falls
Kristopher Reed, Aberdeen
Tim Shattuck, Sioux Falls
Jay Schultz, Rapid City
Hon. John Sogn, Sioux Falls
Roger Sudbeck, Sioux Falls
Jason Sutton, Sioux Falls
Gary Thimsen, Sioux Falls
Sharese Whitesell, Dakota Dunes
Colleen Zea, Sioux Falls
Ex-Officio:
Shirley Jameson-Fergel, Pierre

PROJECT RURAL PRACTICE

Ashley Anson, White Lake
Amy Bartling, Gregory
Ryan Cwach, Bloomfield, NE
Kristian Ellendorf, Howard
Jennifer English, Salem
Dennis Evenson, Clear Lake
Thomas Frieberg, Beresford
Hon. David Gilbertson, Pierre
Dusty Ginsbach, Buffalo
Justin Goetz, Pierre
Patrick Goetzinger, Co-CH, Rapid City

PRP continued...

Hannah Haksgaard, Vermillion
Austin Hoffman, Eureka
William Hustead, Hot Springs
Amy Jo Janssen, Kennebec
Derrick Johnson, Scotland
Dylan Kirchmeier, Sisseton
Kristen Kocheckian, Redfield
Kirby Krogman, White River
Rachel Mairose, Plankinton
Cody Miller, Madison
Bob Morris, Co-CH, Belle Fourche
Rachelle Norberg, Burke
Zach Pahlke, Winner
Shane Penfield, Lemmon
Hon. Bob Pesall, Flandreau
Scott Peterson, Valentine, NE
Victor Rapkoch, Britton
Jackson Schwandt, Milbank
Kelsea Sutton, Burke
Sarah Thorne, Pierre
Stephanie Trask, Phillip
Amanda Work, Pierre

SOLO AND SMALL FIRM

Corey Bruning, Flandreau
Erika Campbell, Northfield, MN
James Craig, Sioux Falls
Jennifer Doubledee, Sioux Falls
Kristian Ellendorf, Howard
Jennifer English, Salem
Vincent Foley, Watertown
Gregory Grajczyk, Milbank
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Katie Johnson, Co-CH, Beresford
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Thomas Keller, Sioux Falls
Kristen Kocheckian, Redfield
Scott Kuck, Aberdeen
David Larson, Chamberlain
Chris McClure, Sioux Falls
George Nelson, Rapid City
Rachelle Norberg, Burke
Langu Okall, Sioux Falls
Mallory Schulte, Yankton
Shane Vogt, Sioux Falls

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Richard Casey, Co-CH, Sioux Falls
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Taneeza Islam, Sioux Falls
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Samuel Kerr, Rapid City
Emily Maurice, Sioux Falls
Melissa Neville, Aberdeen
Elizabeth Overmoe, Sioux Falls
Seth Pearman, Flandreau
Alison Ramsdell, Sioux Falls
Pamela Reiter, Sioux Falls
Rod Tobin, Aberdeen
Jennifer Williams, Co-CH, Rapid City
Colleen Zea, Sioux Falls

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Craig Evenson, Clear Lake
Edward Hruska, Pierre
Darrell Jesse, Dakota Dunes
Amanda Kippley, Sioux Falls
Karla MacArthur-Harris, Rapid City
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David Natvig, Kimball
Jonathan Olson, Sioux Falls
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Tracye Sherrill, Sioux Falls
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James Sword, Hot Springs
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Sarah Theophilus, Co-CH, Sioux Falls
Gary Thimsen, Co-CH, Sioux Falls
Kellen Willert, Belle Fourche

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Robin Aden, Sioux Falls
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Ashlee Christensen, Sioux Falls
Karen Cremer, Pierre
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Shaun Eastman, Eden
Nicole Griese, Sioux Falls
Stacy Hegge, Pierre
Laura Hofer, Sioux Falls
Ann Hoffman, Sioux Falls
Suzanne Jones Pranger, Sioux Falls
Amanda LaCroix, Pierre
Wendy McGowan, Rapid City
Paige Petersen, CH, Sioux Falls
Mae Pochop, Sioux Falls

Erica Ramsey, Sioux Falls
Kristina Schaefer, Sioux Falls
Kiira Weber, Sioux Falls
Rosa Yaeger, Pierre

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Julie Johnson, Mina
Margo Julius, Rapid City
Charles Larson, Sioux Falls
James Leach, Rapid City
Brad Lee, Rapid City
James Marsh, Tripp
John McCoy, Rapid City
Amber Mulder, Sioux Falls
Jolene Nasser, Sioux Falls
R. Alan Peterson, Sioux Falls
Tracye Sherrill, Sioux Falls
Jeff Shultz, Sioux Falls
Justin Smith, Sioux Falls
Bram Weidenaar, Sioux Falls
Jennifer Wosje, Sioux Falls

Last Update: 6/1/2022

PROPOSED AMENDMENTS TO STATE BAR BYLAWS, PRACTICE
RULES, AND THE 2002 SOUTH DAKOTA TITLE STANDARDS
TO BE VOTED ON BY THE MEMBERSHIP AT THE ANNUAL
BUSINESS MEETING OF THE STATE BAR OF SOUTH DAKOTA
ON JUNE 24, 2022.

(Pages 63 to 139)

PROPOSED AMENDMENT TO STATE BAR BYLAWS REGARDING ATTENDANCE
AND VOTING AT ANNUAL BUSINESS MEETING

Article IV, Section 4.4 of the Appendix to SDCL Chapter 16-17 -

The State Bar of South Dakota Bylaws

4.4. Meetings.

- a. **Annual Meeting.** The State Bar will hold an annual Member meeting ("Annual Meeting") at the time and place determined by the Bar Commission. Members may attend the meeting in-person or by electronic communications. The electronic communications medium Members may use to attend will be determined by the Bar Commission.
- b. **Notice.** The State Bar will give notice of the Annual Meeting to all Active and Inactive Members at least 30 days before the meeting date.
- c. **Resolutions.** Resolutions for Member consideration at the Annual Meeting must be submitted by an Active Member to the State Bar in writing at least 45 days before the business portion of the Annual Meeting ("Business Meeting"). The State Bar will publish properly submitted resolutions in the Annual Meeting Program, post them conspicuously at the Annual Meeting, and make copies available for Members in attendance. The State Bar will not accept any resolution or motion, complimentary to any Officer or Member, for any service performed, paper read, or address delivered.

- d. **Special Meetings.** Any five Bar Commissioners may call a special Member meeting by signing a written Call for Special Meeting and filing it with the Executive Director. The Call must state the Special Meeting's purpose. Upon receipt of the Call, the Executive Director must fix a date for the Special Meeting no more than 40 days after receipt of the Call and give notice of the Special Meeting to all Active and Inactive Members at least 30 days before the meeting date.
- e. **Waiver of Notice.** A Member's attendance at any meeting will constitute a waiver of notice by the Member, unless the Member announces at the meeting's beginning that the Member is attending solely to object to the meeting on the grounds of improper notice.
- f. **Quorum.** Twenty-Five Active Members at any Regular or Special Meeting will constitute a quorum. If a quorum is not present, those in attendance may adjourn the meeting until a quorum is present.
- g. **Proxy.** Members may not vote by proxy.
- h. **Voting.** Each Active Member has one vote for each matter upon which the Member is eligible and entitled to vote. A matter is approved when a majority of Members present vote in favor of the matter. A Member is considered present whether they attend a meeting in-person or through electronic communications. In the event of a tie vote, lots will be drawn to determine the matter.
- i. **Fixing of Membership.** The State Bar will determine Membership ten days before an Annual or Special Meeting for voting purposes at the upcoming meeting.
- j. **Official Record.** The Executive Director will maintain an official record of all State Bar meetings.

AMENDMENTS TO VARIOUS FORMS IN APPENDIX C TO SDCL CHAPTER 15-6

SDCL § 15-6-85.

APPENDIX C FORMS.

INTRODUCTORY STATEMENT

1. The following forms are intended for illustration only. They are limited in number. No attempt is made to furnish a manual of forms. Each form assumes the action to be brought in the Second Judicial Circuit Court in Minnehaha County, South Dakota.

2. Except where otherwise indicated each pleading, motion, and other paper should have a caption similar to that of the summons (Form 1), with the designation of the particular papers substituted for the word "Summons." In the caption of the summons and in the caption of the complaint all parties must be named but in other pleadings and papers, it is sufficient to state the name of the first party on either side, with an appropriate indication of other parties. See §§ 15-6-4(a), 15-6-7(b)(2), and 15-6-10(a).

3. Each pleading, motion, and other paper is to be signed in his individual name by at least one attorney of record (§ 15-6-11). The attorney's name is to be followed by his address as indicated in Form 2. In forms following Form 2 the signature and address are not indicated.

4. If a party is not represented by an attorney, the signature and address of the party are required in place of those of the attorney.

Form 1. Summons

STATE OF SOUTH DAKOTA IN CIRCUIT COURT
COUNTY OF MINNEHAHA SECOND JUDICIAL CIRCUIT

A.B., Plaintiff
vs. SUMMONS
C.D., Defendant

To the Above-Named Defendant:

You are hereby summoned and required to serve upon _____, plaintiff's attorney, whose address is _____, an answer to the complaint which (is herewith served upon you) **1** ((will be) **2** (was on the _____ day of _____, 20__)
3 filed in the office of the clerk of the Circuit Court of the Second Judicial Circuit at Sioux Falls in and for the County of Minnehaha, State of South Dakota,) within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

(This action involves, affects, or brings in question real property situated in the County of Minnehaha, State of South Dakota, described as follows: **4**

The object of the above entitled action is _____ **5**

(The plaintiff makes no personal claim against you in the action) **6**

(This summons shall be served on (or before) the _____ day of _____, 20__)**7**

_____ Attorney for Plaintiff **8**

This summons, in the language of the first paragraph, with included variations, is issued pursuant to § 15-6-4. For the form of summons in actions DETERMINING ADVERSE CLAIMS TO REAL ESTATE SEE § 21-41-7. Reference should be had in all instances to statutory provisions relating to a particular remedy or proceeding.

Source: SD RCP, Form 1.

1 Use when complaint is served with summons.

2 Use where summons is not served and is to be filed.

3 Use where service by publication requires statement of date and place of filing. (§ 15-9-18)

4 Description of real estate required pursuant to § 21-45-5 where service is by publication in action for PARTITION OF REAL ESTATE. A description of the JUDGMENT is required in a summons to show cause in SUPPLEMENTARY JUDGMENT PROCEEDINGS against joint debtors. (§§ 15-8-1 to 15-8-6, inclusive.)

5 For contents of summons: CONDEMNATION § 21-35-9; ESCHEATS § 21-36-9.

6 For use when no personal claim is asked. See § 15-9-6.

7 Section 15-6-4(c) provides for endorsement fixing time for service.

8 State's attorney commencing civil action on behalf of county note requirement for the endorsement by the judge of the circuit court pursuant to § 7-19-1.

Form 2. Complaint on a promissory note

STATE OF SOUTH DAKOTA IN CIRCUIT COURT
COUNTY OF MINNEHAHA SECOND JUDICIAL CIRCUIT

A.B., Plaintiff
vs. COMPLAINT
C.D. AND E.F., Defendants

1. Defendant on or about June 1, 1955, executed and delivered to plaintiff a promissory note (in the following words and figures: (here set out the note verbatim)); (a copy of which is hereto annexed as Exhibit A); (whereby defendant promised to pay to plaintiff or order on June 1, 1956 the sum of _____ dollars with interest thereon at the rate of six percent per annum).

2. Defendant owes to plaintiff the amount of said note and interest.

Wherefore plaintiff demands judgment against the defendant for the sum of _____ dollars, interest and costs.

Signed: _____
Attorney for Plaintiff
Address: _____

Note:

The pleader may use the material in one of the three sets of brackets. His choice will depend upon whether he desires to plead the document verbatim, or by exhibit, or according to its legal effect.

Under this chapter free joinder of claims is permitted. See §§ 15-6-8(e) and 15-6-18. Consequently, the claims set forth in each and all of the following forms may be joined with the complaint or with each other. Ordinarily each claim should be stated in a separate division of the complaint, and the divisions should be designated as counts successively numbered. In particular this chapter permits alternative and inconsistent pleading. See Form 11.

Source: SD RCP, Form 2.

Form 3. Complaint on an account

1. Defendant owes plaintiff _____ dollars according to the account hereto annexed as Exhibit A.

Wherefore (etc. as in Form 2).

Source: SD RCP, Form 3.

Form 4. Complaint for goods sold and delivered

1. Defendant owes plaintiff _____ dollars for goods sold and delivered by plaintiff to defendant between June 1, 1956, and December 1, 1956.

Wherefore (etc. as in Form 2).

Note:

This form may be used where the action is for an agreed price or for the reasonable value of the goods.

Source: SD RCP, Form 4.

Form 5. Complaint for money lent

1. Defendant owes plaintiff _____ dollars for money lent by plaintiff to defendant on June 1, 1956.

Wherefore (etc. as in Form 2).

Source: SD RCP, Form 5.

Form 6. Complaint for money paid by mistake

1. Defendant owes plaintiff _____ dollars for money paid by plaintiff to defendant by mistake on June 1, 1956, under the following circumstances: (here state the circumstances with particularity--see § 15-6-9(b)).

Wherefore (etc. as in Form 2).

Source: SD RCP, Form 6.

Form 7. Complaint for money had and received

1. Defendant owes plaintiff _____ dollars for money had and received from one G.H. on June 1, 1956, to be paid by defendant to plaintiff.

Wherefore (etc. as in Form 2).

Source: SD RCP, Form 7.

Form 8. Complaint for negligence

1. On June 1, 1956, in a public highway called Phillips Avenue in Sioux Falls, South Dakota, defendant negligently drove a motor vehicle against plaintiff who was then crossing said highway.

2. As a result plaintiff was thrown down and had his leg broken and was otherwise injured, was prevented from transacting his business, suffered great pain of body and mind, and incurred expenses for medical attention and hospitalization in the sum of one thousand dollars.

Wherefore plaintiff demands judgment against defendant in an amount to be determined by the trier of fact~~the sum of _____ dollars and costs.~~

Note:

Since contributory negligence is an affirmative defense, the complaint need contain no allegation of due care of plaintiff.

Source: SD RCP, Form 8.

Form 9. Complaint for negligence where plaintiff is unable to determine definitely whether the person responsible is C.D. or E.F. or whether both are responsible ~~and where his evidence may justify a finding of willfulness or of recklessness or of negligence~~

A.B., Plaintiff
vs. COMPLAINT
C.D. and E.F., Defendants

1. On June 1, 1956, in a public highway called Phillips Avenue in Sioux Falls, South Dakota, defendant, C.D. or defendant E.F., or both defendants, C.D. and E.F. ~~willfully or recklessly or~~ negligently drove or caused to be driven a motor vehicle against plaintiff who was then crossing said highway.

2. As a result plaintiff was thrown down and had his leg broken and was otherwise injured, was prevented from transacting his business, suffered great pain of body and mind, and incurred expenses for medical attention and hospitalization in the sum of one thousand dollars.

Wherefore plaintiff demands judgment against C.D. or against E.F. or against both in the sum of _____ dollars and costs.

Source: SD RCP, Form 9.

Form 10. Complaint for conversion

1. On or about December 1, 1956, defendant converted to his own use ten bonds of the _____ company (here insert brief identification as by number and issue) of the value of _____ dollars, the property of plaintiff.

Wherefore plaintiff demands judgment against defendant in the sum of _____ dollars, interest and costs.

Source: SD RCP, Form 10.

Form 11. Complaint for specific performance of contract to convey land

1. On or about December 1, 1956, plaintiff and defendant entered into an agreement in writing a copy of which is hereto annexed as Exhibit A.

2. In accord with the provisions of said agreement plaintiff tendered to defendant the purchase price and requested a conveyance of the land, but defendant refused to accept the tender and refused to make the conveyance.

3. Plaintiff now offers to pay the purchase price.

Wherefore plaintiff demands (1) that defendant be required specifically to perform said agreement, (2) damages in the sum of one thousand dollars, and (3) that if specific performance is not granted plaintiff have judgment against defendant in the sum of _____ dollars.

Note:

Here, as in Form 2, plaintiff may set forth the contract verbatim in the complaint or plead it, as indicated, by exhibit, or plead it according to its legal effect. Plaintiff may seek legal or equitable relief or both under this chapter.

Source: SD RCP, Form 11.

Form 12. Complaint on claim for debt and to set aside fraudulent conveyance under § 15-6-18(b)

A.B., Plaintiff
vs. COMPLAINT
C.D. and E.F., Defendants

1. Defendant C.D. on or about _____ executed and delivered to plaintiff a promissory note (in the following words and figures: (here set out the note verbatim)); (a copy of which is hereto annexed as Exhibit A); (whereby defendant C.D. promised to pay to plaintiff or order on _____ the sum of five thousand dollars with interest thereon at the rate of _____ percent per annum).

2. Defendant C.D. owes to plaintiff the amount of said note and interest.

3. Defendant C.D. on or about _____ conveyed all of his property, real and personal (or specify and describe) to defendant E.F. for the purpose of defrauding plaintiff and hindering and delaying the collection of the indebtedness evidenced by the note above referred to.

Wherefore plaintiff demands:

(1) That plaintiff have judgment against defendant C.D. for _____ dollars and interest; (2) that the aforesaid conveyance to defendant E.F. be declared void and the judgment herein be declared a lien on said property; (3) that plaintiff have judgment against the defendants for costs.

Source: SD RCP, Form 12.

Form 13. Complaint for interpleader and declaratory relief

1. On or about June 1, 1956, plaintiff issued to G.H. a policy of life insurance whereby plaintiff promised to pay to K.L. as beneficiary the sum of _____ dollars upon the death of G.H. The policy required the payment by G.H. of a stipulated premium on June 1, 1956, and annually thereafter as a condition precedent to its continuance in force.

2. No part of the premium due June 1, 1956, was ever paid and the policy ceased to have any force or effect on July 1, 1956.

3. Thereafter, on September 1, 1956, G.H. and K.L. died as the result of a collision between a locomotive and the automobile in which G.H. and K.L. were riding.

4. Defendant C.D. is the duly appointed and acting personal representative of the will of G.H.; defendant E.F. is the duly appointed and acting personal representative of the will of K.L.; defendant X.Y. claims to have been duly designated as beneficiary of said policy in place of K.L.

5. Each of defendants, C.D., E.F., and X.Y. is claiming that the above-mentioned policy was in full force and effect at the time of the death of G.H.; each of them is claiming to be the only person entitled to receive payment of the amount of the policy and has made demand for payment thereof.

6. By reason of these conflicting claims of the defendants, plaintiff is in great doubt as to which defendant is entitled to be paid the amount of the policy, if it was in force at the death of G.H.

Wherefore plaintiff demands that the court adjudge:

- (1) That none of the defendants is entitled to recover from plaintiff the amount of said policy or any part thereof.
- (2) That each of the defendants be restrained from instituting any action against plaintiff for the recovery of the amount of said policy or any part thereof.
- (3) That, if the court shall determine that said policy was in force at the death of G.H., the defendants be required to interplead and settle between themselves their rights to the money due under said policy, and that plaintiff be discharged from all liability in the premises except

to the person whom the court shall adjudge entitled to the amount of said policy.

(4) That plaintiff recover its costs.

Source: SD RCP, Form 13.

Form 14. Motion to dismiss, presenting defenses of failure to state a claim, of lack of service of process, and of lack of jurisdiction under § 15-6-12(b)

The defendant moves the court as follows:

1. To dismiss the action because the complaint fails to state a claim against defendant upon which relief can be granted.
2. To dismiss the action or in lieu thereof to quash the return of service of summons on the grounds (a) that the defendant is a corporation organized under the laws of Delaware and was not and is not subject to service of process within the state of South Dakota, and (b) that the defendant has not been properly served with process in this action, all of which more clearly appears in the affidavits of M.N. and X.Y. hereto annexed as Exhibit A and Exhibit B respectively.

Signed: _____
Attorney for Defendant
Address: _____

[Notice of Motion](#) |

[\[Alt\]To: _____](#)
[Attorney for Plaintiff](#)

~~Please take notice, that the undersigned will bring the above motion on for hearing before this Court in the courtroom at the Court House in the City of Sioux Falls, South Dakota on the _____ day of _____, 20____, at 10 o'clock in the forenoon of that day or as soon thereafter as counsel can be heard.~~

~~Signed: _____
Attorney for Defendant
Address: _____~~

~~Source: SD RCP, Form 14.~~

Form 15. Answer presenting defenses under § 15-6-12(b)

First Defense

The complaint fails to state a claim against defendant upon which relief can be granted.

Second Defense

If defendant is indebted to plaintiff for goods mentioned in the complaint, he is indebted to them jointly with G.H. G.H. is alive; is a citizen of the state of South Dakota, is subject to the jurisdiction of the court and has not been made a party.

Third Defense

Defendant admits the allegation contained in paragraphs 1 and 4 of the complaint; alleges that he is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the complaint; and denies each and every other allegation contained in the complaint.

Fourth Defense

The right of action set forth in the complaint did not accrue within six years next before the commencement of this action.

Counterclaim

(Here set forth any claim as a counterclaim in the manner in which a claim is pleaded in the complaint.)

Cross-Claim Against Defendant M.N.

(Here set forth the claim constituting a cross-claim against defendant M.N. in the manner in which a claim is pleaded in a complaint.)

Note:

The above form contains examples of certain defenses provided for in § 15-6-12(b). The first defense challenges the legal sufficiency of the complaint. It is a substitute for a general demurrer or a motion to dismiss.

The second defense embodies the old plea in abatement; the decision thereon, however, may well provide under §§ 15-6-19 and 15-6-21 for the citing in of the party rather than an abatement of the action.

The third defense is an answer on the merits.

The fourth defense is one of the affirmative defenses provided for in § 15-6-8(c).

The answer also includes a counterclaim and a cross-claim.

**Form 16. Answer to complaint set forth in Form 7, with
counterclaim for interpleader**

Defense

Defendant admits the allegations stated in paragraph 1 of the complaint; and denies the allegations stated in paragraph 2 to the extent set forth in the counterclaim herein.

Counterclaim for Interpleader

1. Defendant received the sum of _____ dollars as a deposit from E.F.
2. Plaintiff has demanded the payment of such deposit to him by virtue of an assignment of it which he claims to have received from E.F.
3. E.F. has notified the defendant that he claims such deposit, that the purported assignment is not valid, and that he holds the defendant responsible for the deposit.

Wherefore defendant demands:

1. That the court order E.F. to be made a party defendant to respond to the complaint and to this counterclaim.
2. That the court order the plaintiff and E.F. to interplead their respective claims.
3. That the court adjudge whether the plaintiff or E.F. is entitled to the sum of money.
4. That the court discharge defendant from all liability in the premises except to the person it shall adjudge entitled to the sum of money.
5. That the court award to the defendant its costs and attorney's fees.

Form 17. Motion to bring in third-party defendant

Defendant moves for leave to make E.F. a party to this action and that there be served upon him summons and third-party complaint as set forth in Exhibit A hereto attached.

Signed:

Attorney for Defendant C.D.

Address: _____

~~Notice of Motion~~

~~_____ (Contents the same as in Form 14. No notice is necessary if the motion is made before the moving defendant has served his answer).~~

~~Exhibit A~~

~~_____ STATE OF SOUTH DAKOTA IN CIRCUIT COURT~~

~~_____ COUNTY OF MINNEHAHA SECOND JUDICIAL CIRCUIT~~

~~_____ A.B., Plaintiff~~

~~_____ vs.~~

~~_____ C.D., Defendant and Third-Party SUMMONS~~

~~_____ Plaintiff~~

~~_____ vs.~~

~~_____ E.F., Third-Party Defendant~~

~~_____ To the above-named Third-Party Defendant:~~

~~_____ You are hereby summoned and required to serve upon _____, plaintiff's attorney whose address is _____, and upon _____, who is attorney for C.D., defendant and third-party plaintiff, and whose address is _____, an answer to the third-party complaint which is herewith served upon you and an answer to the complaint of the plaintiff, a copy of which is herewith served upon you, within 30 days after the service of this summons upon you exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the third-party complaint.~~

~~Attorney for C.D.~~

~~Third-Party Plaintiff~~

~~_____ STATE OF SOUTH DAKOTA IN CIRCUIT COURT~~

~~_____ COUNTY OF MINNEHAHA SECOND JUDICIAL CIRCUIT A.B.,~~

~~Plaintiff~~

~~_____ vs. THIRD-PARTY~~

~~_____ C.D., Defendant and Third-Party COMPLAINT~~

~~_____ Plaintiff~~

~~_____ vs.~~

~~_____ E.F., Third-Party Defendant~~

~~_____ 1. Plaintiff A.B. has filed against defendant C.D. a complaint, a copy of which is hereto attached as "Exhibit C."~~

~~_____ 2. (Here state the grounds upon which C.D. is entitled to recover from E.F., all or part of what A.B. may recover from C.D. The statement should be framed as in an original complaint.) Wherefore C.D. demands judgment against third-party defendant E.F. for all sums that may be adjudged against defendant C.D. in favor of plaintiff A.B.~~

~~_____ Signed:~~

~~_____

_____ Attorney for C.D.~~

~~_____ Third-Party Plaintiff~~

~~_____ Address:~~

~~_____

_____ Source: SD RCP, Form 17.~~

Form 18. Summons and complaint against third-party defendant

STATE OF SOUTH DAKOTA IN CIRCUIT COURT
COUNTY OF MINNEHAHA SECOND JUDICIAL CIRCUIT

A.B., Plaintiff

vs.

C.D., Defendant and Third-Party SUMMONS
Plaintiff

vs.

E.F., Third-Party Defendant

To the above-named Third-Party Defendant:

You are hereby summoned and required to serve upon _____, plaintiff's attorney whose address is _____, and upon _____, who is attorney for C.D., defendant and third-party plaintiff, and whose address is _____, an answer to the third-party complaint which is herewith served upon you within 30 days after the service of this summons upon you exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the third-party complaint. There is also served upon you herewith a copy of the complaint of the plaintiff which you may but are not required to answer.

Attorney for C.D.

Third-Party Plaintiff

STATE OF SOUTH DAKOTA IN CIRCUIT COURT
COUNTY OF MINNEHAHA SECOND JUDICIAL CIRCUIT

A.B., Plaintiff

vs. THIRD-PARTY

C.D., Defendant and Third-Party COMPLAINT
Plaintiff

vs.

E.F., Third-Party Defendant

1. Plaintiff A.B. has filed against defendant C.D. a complaint, a copy of which is hereto attached as "Exhibit A."

2. (Here state the grounds upon which C.D. is entitled to recover from E.F., all or part of what A.B. may recover from C.D. The statement should be framed as in an original complaint.)

Wherefore C.D. demands judgment against third-party defendant E.F. for all sums that may be adjudged against defendant C.D. in favor of plaintiff A.B.

Signed: _____

Attorney for C.D.
Third-Party Plaintiff

Address: _____

Note:

Under § 15-6-14(a) a defendant who files a third-party complaint not later than 10 days after serving his original answer need not obtain leave of court to bring in the third-party defendant by service under § 15-6-4. Form 18 is intended for use in these cases.

Under § 15-6-5(a) requiring, with certain exceptions, that papers be served upon all the parties to the action, the third-party defendant, even if he makes no answer to the plaintiff's complaint, is obliged to serve upon the plaintiff a copy of his answer to the third-party complaint. Similarly, the defendant is obliged to serve upon the plaintiff a copy of the summons and complaint against the third-party defendant.

Form 19. Notice of Hearing

To: [adverse party], and to their attorneys, _____ :

Please take notice that [moving party]’s [name of motion] will be brought on for hearing before the Honorable [name of judge], Circuit Court Judge, ~~in chambers~~ in the Pennington County Courthouse, Rapid City, South Dakota, on the _____ day of _____, _____, at _____ .m., or as soon thereafter as counsel can be heard.

~~Form 19. Motion to bring in third-party defendant~~

~~Defendant moves for leave, as third-party plaintiff, to cause to be served upon E.F. a summons and third-party complaint, copies of which are hereto attached to Exhibit X.~~

~~Signed:~~

~~Attorney for Defendant C.D.~~

~~Address:~~

~~Notice of Motion~~

~~(Contents the same as in Form 14. The notice shall be addressed to all parties to the action.)~~

~~Exhibit X~~

~~(Contents the same as in Form 18.)~~

~~Note:~~

~~Form 19 is intended for use when, under § 15-6-14(a), leave of court is required to bring in a third-party defendant.~~

Form 20. Motion to intervene as a defendant under § 15-6-24

STATE OF SOUTH DAKOTA IN CIRCUIT COURT
COUNTY OF MINNEHAHA SECOND JUDICIAL CIRCUIT

A.B., Plaintiff
vs. MOTION TO INTERVENE
C.D., Defendant AS A DEFENDANT
E.F., Inc., Applicant for
Intervention

E.F., Inc., moves for leave to intervene as a defendant in this action, in order to assert the defenses set forth in its proposed answer, of which a copy is hereto attached, on the ground that it is the manufacturer and vendor to the defendant of the automobile described in plaintiff's complaint, the brakes of which are alleged to have been defectively manufactured; and as such, if the allegations of plaintiff's complaint be true, would be the one ultimately liable to the plaintiff, and as such has a defense to plaintiff's claim presenting both questions of law and of fact which are common to the main action.

Signed: _____

Attorney for E.F., Inc.,
Applicant for Intervention

Address: _____

[Notice of Motion](#)

——— [\(Contents the same as in Form 14\)](#)

STATE OF SOUTH DAKOTA IN CIRCUIT COURT
COUNTY OF MINNEHAHA SECOND JUDICIAL CIRCUIT

A.B., Plaintiff
vs. INTERVENER'S ANSWER
C.D., Defendant
E.F., Inc., Intervener

First Defense

Intervener admits the allegations stated in paragraphs 1 and 4 of the complaint; denies the allegations in paragraph 3, and denies the allegations in paragraph 2 in so far as they assert that the brakes of the automobile described in plaintiff's complaint were defectively manufactured.

Second Defense

Plaintiff was guilty of contributory negligence which proximately caused or contributed to the accident and to the personal injuries which he sustained therein, if any, in that he drove said automobile at a high rate of speed in a negligent and careless manner after the discovery of the defective condition of the brakes which contributory negligence on the part of the

plaintiff was greatly more than slight in comparison to the negligence, if any, of this intervener.

Signed:

Attorney for E.F., Inc.,

Intervener

Address:

Note:

Under § 15-6-24 the motion to intervene must be served upon all parties as provided in § 15-6-5.

Source: SD RCP, Form 20.

**Form 21. Motion ~~for production of documents etc.~~ to Compel under §
15-6-347.**

[Movant], pursuant to SDCL §-15-6-37(a), respectfully moves the Court for
an order compelling [name of responding party] _____ to
_____ [~~what specific relief is sought~~]. The Court should enter the
requested order because

1. The discovery was properly served;
2. _____ has failed to respond to the discovery;
3. Counsel for _____ certifies that he has, in good faith,
conferred or attempted to confer with [name of responding
party]~~the person or party failing to make the discovery in an
effort to secure the information or material without court action;~~

all as set forth in the accompanying Brief in Support of _____'s Motion
to Compel Discovery.

Attach the following certification:

Certification of Good Faith Efforts to Resolve

Counsel for [mMovant] hereby certifies, pursuant to SDCL §-15-6-37(a)(2), that s/he attempted, in good faith, to resolve this discovery dispute without involving the Court.

1. On _____, the undersigned communicated to [counsel for the responding party] that [responding party's] responses to outstanding discovery requests were in-adequate because [explain what you believe you are entitled to.]

2. [list each successive communication, including:

a. who participated,

b. the date, and, if relevant, the time of each communication, and

c. the manner of each communication.]

3. Summarize the outcome of these communications, identifying the substantive dispute that has stalemated the parties discussions, and which the Court must resolve.

Source: *Krueger v. Grinnell Mutual Reinsurance Company*, 2018 S.D. 87,

¶ 24, 921 N.W.2d 689, 696-97.

~~_____ Plaintiff A.B. moves the court for an order requiring defendant C.D.~~

~~_____ (1) To produce and to permit plaintiff to inspect and to copy each of the following documents: (Here list the documents and describe each of them.)~~

~~_____ (2) To produce and permit plaintiff to inspect and to photograph each of the following objects: (Here list the objects and describe each of them.)~~

~~_____ (3) To permit plaintiff to enter (here describe property to be entered) and to inspect and to photograph (here describe the portion of the real property and the objects to be inspected and photographed).~~

~~_____ Defendant C.D. has the possession, custody, or control of each of the foregoing documents and objects and of the above-mentioned real estate.~~

~~Each of them constitutes or contains evidence relevant and material to a matter involved in this action, as is more fully shown in Exhibit A hereto attached.~~

~~_____ Signed:~~

~~_____

_____ Attorney for Plaintiff~~

~~_____ Address:~~

~~_____

_____ Notice of Motion~~

~~_____ (Contents the same as in Form 14)~~

~~_____ Exhibit A State of South Dakota~~

~~_____ County of _____~~

~~_____ A.B., being first duly sworn says:~~

~~_____ (1) (Here set forth all that plaintiff knows which shows that defendant has the papers or objects in his possession or control).~~

~~_____ (2) (Here set forth all that plaintiff knows which shows that each of the above-mentioned items is relevant to some issue in the action).~~

~~_____ Signed: A.B.~~

~~_____ (Jurat)~~

Form 22. Request for admission under § 15-6-36

Plaintiff A.B. requests defendant C.D. within ____ days after service of this request to make the following admissions for the purpose of this action only and subject to all pertinent objections to admissibility which may be interposed at the trial:

1. That each of the following documents, exhibited with this request, is genuine.

(Here list the documents and describe each document.)

2. That each of the following statements is true.

(Here list the statements.)

Signed:

Attorney for Plaintiff

Address:

.

Form 23. Allegation of reason for omitting party

When it is necessary, under § 15-6-19(c), for the pleader to set forth in his pleading the names of persons who ought to be made parties, but who are not so made, there should be an allegation such as the one set out below:

John Doe named in this complaint is not made a party to this action (because he is not subject to the jurisdiction of the court); (or for reasons stated).

Form 24. Suggestion of death upon the record under § 15-6-25(a)(1)

A.B. (describe as a party, or as personal representative, or other representative or successor of C.D., the deceased party) suggests upon the record, pursuant to § 15-6-25(a)(1), the death of C.D. (describe as party) during the pendency of this action.

Form 25. Judgment on jury verdict

STATE OF SOUTH DAKOTA IN CIRCUIT COURT
COUNTY OF MINNEHAHA SECOND JUDICIAL CIRCUIT

A.B., Plaintiff
vs. JUDGMENT
C.D., Defendant

This action came on for trial before the Court and a jury, Honorable John Marshall, Circuit Judge, presiding, and the issues having been duly tried and the jury having duly rendered its verdict,

It is Ordered and Adjudged

(that the plaintiff A.B. recover of the defendant C.D. the sum of _____, with interest thereon at the rate of _____ percent as provided by law, and his costs of action in the sum of _____.)

(that the plaintiff take nothing, that the action be dismissed on the merits, and that the defendant C.D. recover of the plaintiff A.B. his costs of action in the sum of _____.)

Dated at Sioux Falls, South Dakota, this _____ day of _____, 20__.

BY THE COURT:

Judge

ATTEST:

Clerk of Courts

Note:

1. This form is illustrative of the judgment to be entered upon the general verdict of a jury. It deals with the cases where there is a general jury verdict awarding the plaintiff money damages or finding for the defendant but is adaptable to other situations of jury verdicts. See § 15-6-58.

2. The Rules contemplate a simple judgment promptly entered. See § 15-6-54(a). Every judgment shall be set forth on a separate document. See § 15-6-58.

Form 26. Judgment on decision by the court

STATE OF SOUTH DAKOTA IN CIRCUIT COURT
COUNTY OF MINNEHAHA SECOND JUDICIAL CIRCUIT

A.B., Plaintiff
vs. JUDGMENT
C.D., Defendant

This action came on for (trial) (hearing) before the Court, Honorable John Marshall, Circuit Judge, presiding, and the issues having been duly (tried) (heard) and a decision having been duly rendered.

It is Ordered and Adjudged

(that the plaintiff A.B. recover of the defendant C.D. the sum of _____, with interest thereon at the rate of _____ percent as provided by law, and his costs of action in the sum of _____.)

(that the plaintiff take nothing, that the action be dismissed on the merits, and that the defendant C.D. recover of the plaintiff A.B. his costs of action in the sum of _____.)

Dated at Sioux Falls, South Dakota, this _____ day of _____, 20__.

BY THE COURT:

Judge

ATTEST:

Clerk of Courts

Note:

1. This form is illustrative of the judgment to be entered upon a decision of the court. It deals with the cases of decisions by the court awarding a party only money damages or costs, but is adaptable to other decisions by the court. See § 15-6-58.

2. See also paragraph 2 of the Note to Form 25.

Form 27. Expedited civil action certification

STATE OF SOUTH DAKOTA) IN CIRCUIT COURT

: SS

COUNTY OF _____) _____ JUDICIAL CIRCUIT

_____, Civ. _____

Plaintiff,

v. EXPEDITED CIVIL ACTION CERTIFICATION

_____,

Defendant.

Plaintiff, _____, together with

Plaintiff's attorney,

Name of Plaintiff

_____, elect to bring this lawsuit

as an Expedited

Name of attorney

Civil Action under article IX of the Rules of Civil Procedure.

Plaintiff certifies that the sole relief sought is a money judgment and that all claims (other than compulsory counterclaims) for all damages by or against any one party total \$75, 000 or less, including damages of any kind, penalties, and attorneys' fees, but excluding prejudgment interest accrued prior to entry of judgment, post judgment interest, and costs.

Plaintiff certifies the following:

1. I am a plaintiff in this action.

2. If I am represented by an attorney, I have conferred with my attorney about using the Expedited Civil Action procedures available to parties in the State of South Dakota.

3. I understand that by electing to proceed under Expedited Civil Action procedures, the total amount of my recovery will not exceed \$75, 000, excluding prejudgment interest accrued prior to entry of judgment, post judgment interest, and court costs. Additionally, no single defendant can be liable for more than \$75,000 to all plaintiffs combined, excluding prejudgment interest accrued prior to entry of judgment, post judgment interest, and court costs.

4. I understand that if a jury were to award more than \$75, 000 as damages to me, or if a jury were to award more than \$75, 000 in total against a single defendant, the trial judge would reduce the amount of the judgment to \$75, 000, plus any applicable interest and court costs to which I may be entitled.

With this knowledge, I agree to proceed under the Expedited Civil Action procedures.

Dated this _____ day of _____, 20 _____.

Plaintiff

Oath and Signatures

I, _____, certify under penalty of perjury and
pursuant to the

Print Plaintiff's Name

laws of the State of South Dakota that the preceding is true and
correct. _____, 20 _____,

Month Day Year

Handwritten signature of Plaintiff Full name of Plaintiff; first, middle,
last

Plaintiff's attorney's name, if applicable

Signature of attorney, if applicable

Law firm, if applicable

Mailing address of attorney (or Plaintiff if unrepresented)

Telephone number of attorney (or Plaintiff if unrepresented)

Email address of attorney (or Plaintiff if unrepresented)

Additional email address, if available

Form 28. Joint motion to proceed as expedited civil action

STATE OF SOUTH DAKOTA) IN CIRCUIT COURT

: SS

COUNTY OF _____) _____ JUDICIAL CIRCUIT

_____, Civ. _____

Plaintiff,

v. JOINT MOTION TO PROCEED AS EXPEDITED CIVIL ACTION

_____,
Defendant.

1. Pursuant to Supreme Court Rule 15-16 (article IX of the Rules of Civil Procedure), the parties hereby move upon stipulation that this action proceed as an Expedited Civil Action.

2. All parties agree to this motion.

3. If the court grants this joint motion, the parties acknowledge and agree that this case will be subject to the Expedited Civil Action rule, except for the limitations on damages as provided in 6-72(6).

Status of Trial Scheduling Order and Discovery Plan: Check one

* The parties have already filed a Trial Scheduling and Discovery Plan. This case has a current trial date of _____. The parties wish to retain that trial date.

* The parties will be filing a Trial Scheduling and Discovery Plan in an Expedited Civil Action case.

I certify that all parties and attorneys to this action have agreed to this Joint Motion and have been served with a copy.

_____, 20 _____,

Month Day Year

Party's or attorney's signature

Plaintiff's attorney's name, if applicable

Signature of attorney, if applicable

Law firm, if applicable

Mailing address of attorney (or Plaintiff if unrepresented)

Telephone number of attorney (or Plaintiff if unrepresented)

Email address of attorney (or Plaintiff if unrepresented)

Additional email address, if available

PROPOSED AMENDEMENT TO SDCL 15-6-45(a) TO REQUIRE THAT
SUBPOENAS INCLUDE BRIEF LANGUAGE ADVISING THE RECIPIENT
OF THEIR RIGHTS

**15-6-45(a). Subpoena for attendance of witnesses and for
production of documentary evidence--Form--Issuance.**

Clerks of courts, judges, magistrates, notaries public, referees, and any other public officer or agency so empowered by § 1-26-19.1 or otherwise authorized by law in any matter pending before them, upon application of any person having a cause or any matter pending in court or before such agency, officer or tribunal, may issue a subpoena for a witness or witnesses, or for the production of books, papers, documents or tangible things designated therein pursuant to the provisions of § 15-6-45(b).

Any attorney of record who has been duly admitted to practice in this state and is in good standing upon the active list of attorneys of the State Bar of South Dakota may issue a subpoena for a witness or witnesses, and for production, inspection and copying of records and exhibits, in any action or proceeding, or collateral hearing, civil or criminal, in which the attorney is the attorney of record for any party. When an attorney issues a subpoena, the attorney must contemporaneously transmit a copy thereof to the clerk of the court, or to the secretary or other filing officer of the board or tribunal in which the matter is pending, for filing. Such officer shall file such copy as one of the public records of the action or proceeding.

A subpoena shall state the name of the court, or tribunal, the title of the action or proceeding, and shall command each person to whom it is directed to attend and give testimony at a time and place therein specified. It shall state the name of the person or party for whom the testimony of the witness is required. The seal of the court or officer, or tribunal, shall be affixed to the original and all copies, if issued by a court or officer having a seal. If the subpoena is issued by an attorney, it shall be issued in the name of the presiding officer of the court, or tribunal in which the matter is pending and shall be attested and signed by the attorney, designating the party for whom the attorney is attorney of record. A subpoena shall also include the following text in bold, capitalized type immediately above the signature of the individual signing the subpoena:

YOU SHOULD TREAT THIS DOCUMENT AS YOU WOULD A COURT ORDER.
IF YOU FAIL TO COMPLY WITH THE COMMAND(S) IN THIS DOCUMENT
WITHOUT ADEQUATE EXCUSE, THE COURT MAY FIND YOU IN CONTEMPT AND
ASSESS MONETARY OR OTHER SANCTIONS AGAINST YOU.

YOU HAVE CERTAIN OBLIGATIONS AND RIGHTS AS IT CONCERNS THIS
DOCUMENT, INCLUDING THOSE SET FORTH IN SDCL § 15-6-45.

YOU SHOULD CONSIDER CONTACTING AN ATTORNEY REGARDING YOUR
RIGHTS AND OBLIGATIONS.

PROPOSED CLEANUP AMENDMENT TO SDCL 1-26-33.2 THAT REMOVES THE PROVISION THAT BRIEFS MAY NOT BE MADE PART OF THE RECORD

1-26-33.2. Time for serving briefs.

Unless otherwise ordered by the circuit court, the appellant shall serve a brief within thirty days after the delivery of the transcript of the contested case hearing to counsel for the parties or to the parties if unrepresented by counsel or within thirty days after the agency record is transmitted to the circuit court pursuant to § 1-26-33, whichever event occurs later. The appellee shall serve a brief within thirty days after the service of the brief of appellant, or in the case of multiple appellants, within thirty days after service of the last appellant's brief. The appellant may serve a reply brief within ten days after service of appellee's brief, or in the case of multiple appellees, within ten days after service of the last appellee's brief. ~~Pursuant to § 15-6-5(d), briefs may not be made a part of the record.~~

PROPOSED AMENDMENTS TO SDCL 15-6-5 GIVEN THE TRANSITION TO ELECTRONIC FILING

15-6-5(a) Service-When Required

Except as otherwise provided in this chapter, every order required by its terms to be served, every pleading subsequent to the original complaint unless the court otherwise orders because of numerous defendants, every written motion other than one which may be heard ex parte, and every written brief, notice, appearance, demand, offer of judgment, and similar paper shall be served upon each of the parties. No service need be made on parties in default for failure to appear except that pleadings asserting new or additional claims for relief against them shall be served upon them in the manner provided for service of summons in § 15-6-4.

15-6-5(b) Service-How made-Proof

(1) Unless otherwise ordered by the court or provided by rule,
~~w~~Whenever ~~under~~ this chapter ~~service is required~~ or permitted ~~service~~ to be made upon a party represented by an attorney, the service shall be made upon the attorney. ~~unless service upon the party himself is ordered by the court. Service upon the attorney or upon a party shall be made by delivering a copy to him or by mailing it to him at his last known address or, if no address is known, by leaving it with the clerk of the court. Service upon a party represented by an attorney may also be made by facsimile transmission as provided in § 15-6-5(f). Delivery of a copy within § 15-6-5 means: Handing it to the attorney or to the party; or leaving it at his office with his clerk or other person in charge thereof; or, if there is no one in charge, leaving it in a conspicuous place therein; or, if the office is closed or the person to be served has no office, leaving it at his dwelling house or usual place of abode with some person over the age of fourteen years then residing therein. Service by mail shall be by first class mail and is complete upon mailing. Service by facsimile transmission is complete upon receipt by the attorney receiving service. An attorney's certificate of service, the written admission of service by the party or his attorney or an affidavit shall be sufficient proof of service. In the case of service by facsimile transmission, proof of service~~

~~shall state the date and time of service and the facsimile telephone number or identifying symbol of the receiving attorney. The provisions of § 15-6-5 shall not apply to the service of a summons or other process or of any paper to bring a party into contempt.~~

(2) Unless otherwise ordered by the court, all documents filed with the court electronically through the Odyssey® system or served electronically through the Odyssey® system are presumed served upon all attorneys of record at the time of submission.

(3) Documents not filed with the court may be served upon an attorney by any of the following methods:

- A. electronically through the Odyssey® system;
- B. by electronic mail, using the email address designated by the attorney or law firm for service, or if none, the email address published in the Membership Directory of the South Dakota State Bar Association;
- C. by first class mail to the attorney's last known address, which is complete upon mailing;
- D. by facsimile transmission subject to the following conditions:
 - (i) the attorney upon whom service is made has the necessary equipment to receive such transmission;
 - (ii) the attorney has agreed to accept service by facsimile transmission, or has served the serving party in the same case by facsimile transmission; and
 - (iv) the time and manner of transmission comply with the requirements of § 15-6-6(a), unless otherwise established by the Court; or
- E. by delivery to the attorney, or an employee of the attorney, at the attorney's office.

(4) An attorney's certificate of service, the written admission of service by the party or his attorney, or an affidavit of service are sufficient proof of service.

(5) Service upon a party not represented by counsel must be

made using one of the following methods:

- A. by delivery to the party or leaving it at the party's dwelling house or usual place of abode with some person over the age of fourteen years then residing therein;
- B. by first class mail to the party's last known address, which is complete upon mailing; or
- C. if no address is known, by leaving it with the clerk of the court.

(6) The provisions of § 15-6-5 do not apply to the service of a summons or other process or of any paper to bring a party into contempt.

15-6-5(c) Service on numerous defendants

In any action in which there are unusually large numbers of defendants, the court, upon motion or of its own initiative, may order that service of the pleadings of the defendants and replies thereto need not be made as between the defendants and that any cross-claim, counterclaim or matter constituting an avoidance or affirmative defense contained therein shall be deemed to be denied or avoided by all other parties and that the filing of any such pleading and service thereof upon the plaintiff constitutes due notice of it to the parties. A copy of every such order shall be served upon the parties in such manner and form as the court directs.

15-6-5(d). Filing of papers-Originals-Copies

The original of all papers served upon a party or presented to any court or judge in support of any application or motion and including the summons, all pleadings, notices, demands, offers, stipulations, affidavits, written motions, briefs, memorandums of law, and orders shall, if not filed before service, be filed with the court, together with proof of such service, forthwith upon such service. The foregoing requirement of filing applies to the notice of filing of an order and the notice of entry of a judgment together with proof of service thereof, both

of which shall be filed forthwith; if not filed within ten days after service thereof, the time of service shall be deemed to be the date of filing of the notice and proof of service. If papers are not to be served, they must be filed with the court at the time of their presentation to the court for any action or consideration.

Any electronic version of any paper or document shall have the same force and effect as the original. A certified copy of an original made by electronic transmission shall have the same force and effect as a certified copy of an original.

15-6-5(e) Definition-Filing with the court

~~Except as specifically exempted by these rules or court order, t~~The filing of pleadings and other papers with the court as required by this chapter ~~must~~shall be made ~~through the Odyssey® electronic filing system~~by filing them with the clerk of the court. ~~Self-represented parties may file electronically, but are not required to file electronically. Upon leave of court, an attorney required to file electronically may be granted leave of court to file paper documents with the clerk of the court., except that~~ Tthe judge may permit ~~a party the papers to be filed papers~~ with him ~~or her~~, in which event ~~the judge must~~ shall note thereon the filing date, and forthwith transmit them to the office of the clerk.

~~15-6-5(f) Service by facsimile transmission (fax) to parties represented by attorney~~

~~Whenever under these rules service is required or permitted to be made upon a party represented by an attorney, such service may be made by facsimile transmission pursuant to the following conditions:~~

~~(1) The attorney upon whom service is made has the necessary equipment to receive such transmission;~~

~~(2) The attorney has agreed to accept service by facsimile transmission, or has served the serving party in the same case by facsimile transmission; and~~

~~(3) The time and manner of transmission comply with the~~

~~requirements of § 15-6-6(a), unless otherwise established by the Court.
—The signature on the facsimile shall constitute a signature under §
15-6-11(a).~~

15-6-5(g) Documents not to be filed-Depositions

No depositions (except notices to take depositions), interrogatories, requests for documents, requests for admissions, and answers and responses thereto shall be filed with the clerk of the court except as provided in this section. Any such filing shall be made electronically in full-size print unless otherwise ordered by the court. Any exhibits to such documents shall be clearly identified and included as a separate electronic file or hyperlinked within the transcript file.

Any discovery materials necessary for the disposition of any motion filed with the court or referenced in any filing with the court shall be attached as an exhibit ~~to and filed with~~ the party's motion in its entirety or as an exhibit to a declaration, affidavit, or other similar filing. Financial account information filed with the court as an exhibit under this section shall be confidential pursuant to §§15-15A-8 and 15-15A-9, and shall remain confidential unless and until access is granted by the court under §15-15A-10.

If any party designated any or all of any deposition as evidence to be offered in the trial of any case, such deposition shall be filed in electronic format in its entirety with the clerk of the court at the same time as that party's designation.

Depositions used by a party only for the purpose of contradicting or impeaching the testimony of deponent as a witness, pursuant to subdivision 15-6-32(a)(1), shall not be filed unless otherwise ordered by the judge presiding at the hearing or trial.

All depositions which have been read or offered into evidence by agreement of parties, or at the trial or submission of the case to the court, shall become a permanent part of the file.

15-6-5(h) Civil Case Filing Statements

Whenever a party or an attorney representing a party commences a civil action, files a notice of appearance, or files an answer or first responsive pleading in a civil action, the party or attorney representing the party shall file a completed civil case filing statement containing identifying information available to that party or attorney regarding all parties, including the adverse party, with the clerk of the court. A statement must also be filed whenever a new party is added to the action. The statement shall be available from the clerk or online at the Unified Judicial System's website. The identifying information for the filing party must be submitted on the filing statement. If the party or attorney representing a party is unable to provide the required information for the filing party, he or she may seek a waiver from the judge assigned to the action. After the information is recorded in the Unified Judicial System docketing system, the filing statement may be destroyed or kept by the clerk of the court in a nonpublic file for internal record management use by the Unified Judicial System. Access to the filed statement will only be available to court personnel or by court order.

15-6-5(i) Service of discovery requests by electronic mail or portable storage media device ~~computer diskette~~-Costs

Any party or attorney serving discovery requests pursuant to § 15-6-31, § 15-6-33, § 15-6-34 or § 15-6-36 shall also, upon receipt of a written request, serve those items on the opposing party or attorney by electronic mail or on a portable storage media device ~~computer~~. Failure to comply with such a request shall not make service invalid or extend the time to file a response, but the court shall order payment of the actual costs of reproducing the item and may award such other terms as it deems proper under § 15-6-37 unless good cause for failure to comply with the request is shown.

~~15-6-5(j) Service by electronic mail (email) to parties represented by attorney~~

~~Whenever under these rules service is required or permitted to be~~

~~made upon a party represented by an attorney, such service may be made by email transmission pursuant to the following conditions:~~

~~—— (1) The attorney upon whom service is made has the necessary equipment to receive such transmission;~~

~~—— (2) Prior to the service, the attorney upon whom service is made has agreed in writing to accept service by email, or has served the serving party in the same case by email;~~

~~—— (3) The time and manner of transmission comply with the requirements of § 15-6-6(a), unless otherwise established by the court; and~~

~~—— (4) The sending attorney by facsimile or mail sends a certificate of service specifying the items electronically served.~~

~~—— The signature or electronic signature on the email shall constitute a signature under § 15-6-11(a). If within two days after the certificate of service is received, the attorney upon whom service is made attests in writing that he or she did not receive the electronic mail submission, then service shall not have been deemed to have been made.~~

PROPOSED AMENDMENTS TO 2002 SOUTH DAKOTA TITLE STANDARDS

APPENDIX TO CHAPTER 43-30 STATE BAR OF SOUTH DAKOTA ~~2002-2022~~ TITLE STANDARDS

Introduction

Citation

Section

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- A-02. Abstracter's certificate, liability on.
- A-03. Recertification.
- 1-01. Tribal lands.
- 2-01. Contracts for deed--deed to vendee.
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- 2-05. Contract for deed--vendee's interest.
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- 4-05. Conveyances to and by partners.
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- 19-02. Legal description from survey or plat.
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- 19-04. ~~Plats, designation or variations in name.~~ Plats - designation or variations in addition or subdivision name.
- 19-05. Plats, effect of joinders in.
- 19-06. Plats, vacation before lots sold.
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- 19-09. Plats, effect of replat on rights in the public and easements.
- 23-01. Marketable record title--statute of limitations.
- 23-02. Title by patent.
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- 26-01. Tax title.
- 26-02. Effect of tax deed.

INTRODUCTION

The State Bar of South Dakota Title Standards are the work of the Real Property, Probate and Trust Section's Title Standards Committee. The Standards themselves are not the authority. Rather, they are in some sense a restatement of the law designed to aid the practitioner in determining the current status of practice in a particular area.

The Standards are based on existing South Dakota statutes and case law from South Dakota's courts and other relevant jurisdictions. The committee members' experience with the relevant authorities is crucial to drafting Standards.

The 2002 Standards ~~are-were~~ in part based on the Model Title Standards, existing South Dakota Title Standards and various Title Standards from other jurisdictions, predominantly North Dakota and Nebraska. The Title Standards Committee has discovered that to be most useful the Title Standards must keep pace with the ever-evolving landscape of the law. The ideal way to achieve this goal is through a standing Title Standards Committee charged with an on-going review of statutory and case law whose members are familiar with the dynamics of practice, enabling them to draft and revise Standards as necessary. In 2021, the Title Standards Committee was tasked with reviewing and updating the 2002 Standards. It is anticipated that additional review and updates will be needed going forward.

CITATION

These Title Standards may be cited as 2002-2022 South Dakota Title Standards referencing the appropriate Standard number. The citation may be abbreviated 2002-2022 SDTS.

A-01. Examining attorney's attitude

The purpose of the examination of title and of objections, if any, shall be to secure for the examiner's client a title which is in fact marketable and which is shown by the record to be marketable, subject to no other encumbrances than those expressly provided for by the client's contract. Objections and requirements should be made only when the irregularities or defects reasonably can be expected to expose the purchaser or lender to the hazard of adverse claims or litigation.

When an examiner finds a situation which he believes creates a questions as to marketable title and has knowledge that another attorney handled the questionable proceeding or has passed the title as marketable, the examining attorney before writing an opinion, should communicate, if feasible, with the other attorney and afford an opportunity for discussion.

A-02. Abstracter's certificate, liability on

Under SDCL 36-13-15, the conditions of an abstracter's bond are for the payment by such abstracter of all damages which may be sustained by or accrue to any person (whether the original purchaser, owner or holder of the abstract) by reason of error deficiency, mistake in any abstract or certificate of title. In view of this statutory provision, such certificate may be construed as extending the protection and liability to the public generally.

A-03. Recertification

The examiner should accept, without recertification, prior entries in an abstract of title, provided the same were previously certified to by a qualified abstracter.

1-01. Tribal lands

Any transaction affecting Indian trust land is subject to the approval of the Secretary of the Interior, or as otherwise prescribed by federal statute, and any transaction affecting Indian tribal land is subject to the consent of the tribe, or as otherwise provided by the tribe's constitution and federal statute.

2-01. Contracts for deed--deed to vendee

Where there is a contract for deed in favor of A and later a deed is given to A and another

party or parties, a title examiner should treat the deed as creating the estate as indicated in the deed.

2-02. Contract for deed--merger

A deed executed in pursuance of a contract for deed supersedes and merges all prior negotiations or contracts relating to it, provided there is no fraud or mistake or collateral contractual provisions or agreements which are not intended to be merged in the deed.

2-03. Contract for deed--conveyances of interests

The vendor and vendee under an executory contract for deed each have an interest in the real property which is capable of conveyance, and transfers of any interest must meet the statutory requisites, including words of conveyance.

2-04. Contract for deed--transfers by vendor

A transfer by a vendor of an interest in the real property subject to a contract for deed creates an interest in the real estate in the vendee. If the transfer is in the form of a deed to the real estate, no further conveyance from the vendor is required to complete the chain of title.

2-05. Contract for deed--vendee's interest

A vendee's interest in the real property subject to a contract for deed is an interest to which a judgment lien will attach by operation of law before fee title is conveyed to the vendee. The interest may be mortgaged or levied upon.

2-06. Contract for deed--effect on joint tenancy

A contract for deed for the sale of real property held in joint tenancy does not have the effect of dissolving the joint tenancy relationship of the vendors if the contract for deed is executed by all the joint tenants, unless otherwise specifically provided in the instrument.

2-07. Contract for deed--cancellation

When the record shows that a contract for deed has been cancelled by action, a title examiner need only require the recording of a certified copy of the judgment, which includes reference to the date the redemption period, if any, expires, and the recording of an affidavit or other document establishing non-redemption.

2-08. Contract for deed--deeds held in escrow

A deed in performance of a contract for deed which has been executed and held in escrow pending performance of the contract, has been conditionally delivered to the grantee and, upon recording, is deemed effective as of the date of its execution.

3-01. ~~Agricultural/commercial~~ Leases – limitations on lease term

No lease of agricultural land for longer period than twenty years is valid, and no lease of any town or city lot for a longer period than ninety-nine years is valid. An owner of a life estate cannot create a lease which will extend beyond the life estate holder's life.

3-02. Leases--notice of renewal

In the absence of notice of renewal from possession, record, or otherwise, a title examiner may disregard a recorded lease when the term as expressed in said lease has expired. However, reference shall be made to the lease when its continuation or renewal is dependent upon a contingency that may have occurred, such as production on lands covered by an oil, gas or mineral lease.

4-01. Effect of judgment on joint tenancy property

The mere docketing of a judgment resulting in a judgment lien on the joint tenancy property of a debtor does not alone sever the joint tenancy.

4-02. Conveyances to two or more individuals--inclusion of business name

Property is acquired in the name of the partnership by a transfer to one or more partners in their capacity as partners in the partnership, if the name of the partnership is indicated in the

instrument transferring title.

4-03. Homestead rights--effect of partnership on

Homestead rights do not attach to the interests of a married partner in specific partnership property. A title examiner need not require any evidence of release, waiver or nonexistence of the marital rights of a partner's spouse.

4-04. Conveyances by partnership

A conveyance of property held in the partnership name made and signed by the individual partners and not in the partnership name conveys equitable title only and a new conveyance in the partnership name must be obtained.

4-05. Conveyances to and by partners

Any estate in real property may be acquired in the partnership name. Subject to a recorded statement of partnership authority, title so acquired can be conveyed only by an instrument executed in the partnership name by one or more partners of the partnership.

4-06. Conveyances by partnership--when proof of authority not required

In the absence of knowledge or notification to the contrary, no affirmative proof of authority need be required of a general partner apparently carrying on in the ordinary course the partnership business or business of the kind carried on by the partnership.

4-07. Conveyances of partnership interest after death of partner

After the death of a partner, the surviving partner or partners may convey real property owned by the partnership. After the death of the last surviving partner, the personal representative of the last surviving partner may convey the partnership property provided such conveyance is for partnership purpose.

4-08. Partnership--effect of dissolution or cessation of business

Absent a winding up of the partnership, dissolution or cessation of business as a partnership does not change the status of partnership property as an asset of the partnership.

4-09. Partnership--effect of judgments

A judgment against a partner does not constitute a lien on specific real property owned by the partnership.

4-10. Deed divests present title of all grantors

A deed in which all parties to the title join conveys and releases all title presently held by the grantors regardless of the nature or character of the interest or interests held by or vested in such grantors. Accordingly, for example, it is unnecessary to refer to the grantors as "joint tenants" if they happen to be such.

4-11. Partnership--duration presumed

A title examiner may presume that a partnership continues in existence in the absence of actual knowledge of the dissolution of the partnership.

5-01. Affidavit of marital status

Recitals as to the marital status of parties to the instrument, or as to the homestead status of the property, or as to the identity of parties named in instruments in the chain of title, in any conveyance or other instrument affecting title to real estate in this state, which has been, or hereafter shall be, recorded in the office of the register of deeds for the county in which the land is situated, or the record of the instrument, or a certified copy of the record, shall be prima facie evidence of the truth of such recitals.

When a conveyance has been recorded and no spouse has joined therein, evidence should be required that the grantor was unmarried at the time of the execution of the conveyance or if married, that the premises conveyed did not constitute the grantor's homestead and that neither the

grantor nor any member of the grantor's family reside thereon should be considered sufficient evidence.

The evidence may consist of an affidavit by any person, including the grantor or grantee or an affidavit pursuant to the Marketable Record Title Act, SDCL Ch. 43-30.

5-02. Indication of marital status

A recital in the body of a deed or in a certificate of acknowledgement, or both, that the grantor is single, a widow, a widower, unmarried or divorced, or that the grantors are husband and wife, may be relied upon as a sufficient indication of marital status without inquiry or further notice.

5-03. Recitation of marital status

If a deed fails to recite the marital status of the grantor or if a married grantor's spouse fails to join in the conveyance, then the deed is defective unless it is possible to determine from the record that the property is not the homestead of the grantor.

5-04. Failure to include marital status

If the description of the marital status of the grantor has been omitted from either the body of the instrument or the certificate of acknowledgment and if the instrument has existed of record for more than twenty years with no action commenced, then it is not necessary to correct the record in order to make the title marketable.

5-05. Recitals of record

Employment of factual recitals in conveyance is sound, liberal practice. In the absence of special circumstances creating suspicion, adequate recitals should be accepted and relied upon, for example, in overcoming an error in the given name, names or initials or a minor error in the surname of the person, as the same appears in a prior instrument.

5-06. Execution by spouse under power of attorney

A conveyance of homestead property executed by one spouse, individually, and as attorney-in-fact for the other spouse is sufficient if the power of attorney specifically authorizes conveyance of homestead property.

A conveyance of homestead property executed by a non-spousal attorney in fact for one or both spouses is sufficient.

5-07. Deed of homestead

A conveyance or encumbrance of a homestead by its owner, if married and both husband and wife are residents of this state, is valid if both husband and wife concur in and sign or execute such conveyance or encumbrance either by joint instrument or by separate instruments.

5-08. Rule of idem sonans

Differently spelled names are presumed to be the same when they sound alike or when their words cannot be distinguished easily or when common usage by corruption or abbreviation has made their pronunciation identical. This rule should be liberally applied.

5-09. Use or nonuse of middle names or initials

The use in one instrument and nonuse in another of a middle name or initial ordinarily does not create a question of identity affecting title, unless the examiner is otherwise put on inquiry.

5-10. Abbreviations

All customary and generally accepted abbreviations of first and middle names should be recognized as their equivalents.

5-11. Name variations

Name variations from that of the record owner appearing in mechanics' liens, easements,

licenses, rights of way or court documents dealing with divorce, probate and similar documents other than mortgages or deeds may be ignored.

5-12. Effect of prefix, suffix and descriptio personae

Prefixes such as Rev. and suffixes such as M.D. are descriptio personae forming no part of the name and may be disregarded; however, A "Senior" and A "Junior" and their abbreviations do have significance when both appear in connection with the same name in the chain of title.

5-13. Statement indicating identity

A recital such as "formerly known as" may be used in overcoming variations resulting from a change of name.

A recital such as "also known as" may be used in overcoming an error in the given name, names or initials, or a minor error in the surname of a person as the same appears in a prior instrument.

5-14. Variance in name of grantors

If the grantees in one instrument of conveyance are "John Smith and Mrs. John Smith," and the grantors in a succeeding instrument in the chain of title are "John Smith and Mary Smith," further evidence e.g. affidavit, recital, etc., should show that Mrs. John Smith is the same person as Mary Smith. The same conclusion should be reached if the grantees were "John Smith and Mary Smith," and the grantors in a succeeding instrument in the chain of title were "John Smith and Mrs. John Smith."

5-15. Variance between signature or body of deed and acknowledgment

Where the given name or names or the initials used in a grantor's signature on a deed vary from the name as it appears in the body of the deed, but the name as given in the certificate of acknowledgment agrees with either the signature or the name in the body of the deed, the certificate of acknowledgment should be accepted as providing adequate identification.

5-16. Deceased persons

A conveyance to a person who is deceased at the time of the conveyance is invalid.

5-17. Conveyance--fictitious persons

A conveyance is invalid if the named grantee is a mere fictitious person. If an existing person acquires title to real estate under an assumed or fictitious name, there are specific methods for establishing record identity of the person.

5-18. Powers of attorney

A conveyance or encumbrance executed by an attorney in fact in behalf of the principal must identify the principal in the body of the instrument. The attorney in fact must then sign the name of the principal and his or her own name as attorney in fact, although it is permissible to type the name of the principal.

5-19. Durable power of attorney

A durable power of attorney, which contains the words "this power of attorney is not affected by subsequent disability or incapacity of the principal" or similar words showing the intent of the principal that the authority conferred is exercisable notwithstanding the subsequent disability of the principal and all acts done by an attorney in fact pursuant to a durable power of attorney during any period of disability or incapacity of the principal shall bind the principal and the principal's successors in interest as if the principal were competent and not disabled.

5-20. Grant of power of attorney

A power of attorney or certified copy thereof must be recorded to establish the authority of an attorney in fact to act on behalf of the principal. The power of attorney must include in its grant of authority the power to sell or convey if a deed is being executed; or the power to mortgage,

pledge or grant as security for loans if a mortgage is being executed. The power to sell or mortgage shall be presumed to include the authority to execute the documents related to consummating the transaction.

5-21. Recording power of attorney

For any deed or conveyance signed by a person under a Power of Attorney, evidence must be shown of record to be in effect on date of instrument.

5-22. Conveyances under authority of power of attorney

A general authority to convey shall grant to the attorney in fact named in the power of attorney authority to convey any interest the principal has in any property.

5-23. Designation of "trustee"

When the name of a party to an instrument is followed by "trustee" or "as trustee" or "in trust", and neither this instrument nor any other recorded instrument in the chain of title sets forth the powers of such party, or names as the beneficiary, a conveyance by such party can be approved without investigation of the power of such party to convey.

5-24. Trust conveyances--curative statute

A curative statute validates transfers made to or by a trust prior to July 1, 1991, and construes such transfers to have been made to or by the trustee.

5-25. Property in trust

Real property acquired in the name of a trust should be conveyed in the same manner as title was taken.

5-26. Discrepancy in corporate name

The alternate use of "Co." for Company, "Inc." for Incorporated, "Corp." for Corporation, "LLC" for Limited Liability Company, "LLP" for Limited Liability Partnership, "PLC" for Professional Limited Liability Company, "Coop." for Cooperative, "Ltd." for Limited, "P.C." for Professional Corporation, and similar common abbreviations, the omission or inclusion of the word "The," whether or not a part of the corporate name, and the alternate use of "and" and " & " may be disregarded as immaterial unless there is evidence of record that the variation has significance.

Where a place or location preceded by "of" or "in" is a part of the title of a corporation and a variance relative thereto appears in the record, it is proper to require the execution of another instrument or an appropriate showing of identity.

5-27. Corporate deed

The corporate seal or corporate acknowledgment of any corporation attached to a deed, mortgage, assignment of mortgage, release of mortgage or other instruments is prima face evidence that an officer was duly authorized to execute the instrument in behalf of the corporation and that the person has authority.

5-28. Corporate existence

When an instrument of a private corporation appears in the title and the instrument is executed, acknowledged and sealed in proper form, the title examiner may assume that the corporation was legally in existence at the time the instrument took effect.

5-29. *Ultra vires* not assumed

Where an instrument of a domestic or qualified foreign private corporation appears in the title, an examiner may assume that the corporation was authorized or not forbidden to acquire and sell the real property affected by instrument.

5-30. Corporate acknowledgments

A corporate acknowledgment should not be considered void because the notary public is

also an officer, director, employee or stockholder of the corporation.

5-31. Conveyances to or from unincorporated associations

Prior to January 1, 1992, a conveyance to an unincorporated association vests title in such association. Any unincorporated association may mortgage or convey real estate so long as the resolutions and notices as required by SDCL 43-25-24 are complied with.

5-32. Authority of unincorporated associations

An unincorporated religious, benevolent, fraternal, charitable or educational association may mortgage or convey any real estate which is owned by such association by adopting a proper resolution authorizing such mortgage or conveyance and publication as required by statute.

5-33. Conveyance--limited liability company, authority presumed

Any instrument duly executed and acknowledged by an authorized person of a limited liability company may be presumed to be within the authority and duly authorized by the limited liability company.

5-34. Execution--corporate or limited liability company

A title examiner may presume the power and authority of any officer of a corporation, except a bank, if a corporate acknowledgement or corporate seal is made a part of the document. Upon review of the Articles of Organization, a title examiner may presume the power and authority of any manager of a manager-managed limited liability company or member of a member-managed limited liability company to execute and acknowledge a document affecting property, unless the Articles of Organization limit the authority.

5-35. Political subdivisions--no specific standard

Note: The acts of any political subdivision must be tested by specific statutes governing the type of political subdivision and type of transaction. This would include organized and unorganized counties, school districts, water and sewer districts and others. This would include organized and unorganized counties, school districts, water and sewer districts and others.

6-01. Delivery, delay in recordation

Delivery of an instrument, acknowledged and recorded, is presumed. Delay in recordation, with or without record evidence of the intervening death of the grantor, does not dispel the presumption.

However, the fact that such a deed is presumed to be valid and effective does not dispose of the question whether the transfer of the property conveyed may have been subject to inheritance tax. (See Standard [7.1] relative to lien for inheritance tax.)

6-02. Date of acknowledgment

A title examiner may disregard the absence of the date of acknowledgment or an acknowledgment dated before or after the date of the instrument.

6-03. Notary act presumed valid

A title examiner may presume that a notarial act outside of South Dakota is in accordance with the laws of that jurisdiction.

6-04. Expired notary

Where the record of an instrument shows a notarial commission to have expired prior to the date of acknowledgment, the acknowledgment is invalid, but the record of the instrument is constructive notice, subject to the provisions of SDCL 18-5-13.

6-05. Notary seal

All certificates of acknowledgment by notaries public on documents filed for record are binding, legal, and enforceable regardless of whether the notary seal is stamped or embossed.

6-06. *Lis pendens*--effect of judgment

The entry of judgment in an action for which a *lis pendens* has been filed discharges the *lis pendens*.

6-07. Statute of limitations--*lis pendens*

A title examiner may disregard a *lis pendens* of record more than ten years.

7-01. Signatures by mark

A title examiner should not object to a signature or subscription by "mark" even though there is no witness if the instrument contains a proper certificate of acknowledgment.

7-02. Alternative grantees

A conveyance to grantees in the alternative renders the conveyance void.

7-03. Strangers to title

An instrument executed by a person who is a stranger to the record chain of title at the time such instrument is recorded does not make the title unmarketable, unless recently recorded, in which event some inquiry may be justified.

A title examiner should take notice of the interest of a person joining with the record owner in a contract, mortgage, lease, plat or easement, other than a spouse joining for possible homestead interest. Conveyances by strangers to the chain of title may be disregarded, unless a title examiner has actual notice of knowledge (through sources other than the record) of the interest of the grantor, or unless subsequent to such conveyance there is recorded a deed or other conveyance vesting title in such stranger.

7-04. Quit claim--after acquired title

A quit claim deed does not pass after-acquired interest in property, unless words expressing such intent are added.

7-05. Deeds--after acquired title

A warranty deed, limited warranty deed or special warranty deed passes after acquired title.

7-06. Marketable title acts

Chapter 233 Laws for 1947

Chapter 256 Laws for 1951 (SDC Supp. 51.16B)

Chapter 266 Laws for 1957 (SDC 1960 Supp. 51.16B)

[Chapter 43-30]

The above are valid statutes of limitation and may respectively be relied upon as a cure or remedy for imperfections in the chain of title and a bar against all claims arising prior to the several dates referred to in each, except those specifically reserved therein. As a prerequisite to reliance upon these statutes for the purpose of title examination, it will be necessary only to require that the ~~abstract~~abstract or record examination show the recording of an affidavit of possession, as required by the act relied on; that such possession is in the holder of the record title and that there is no claim of record under the provisions of the act relied upon.

7-07. Affidavit of possession to be recorded--affiant

In the event the condition of the title ~~or the abstract~~or the abstract is such that it is deemed necessary or advisable to gain the benefit of the provisions of the marketable title statute, now SDCL 43-30, in order to attain the benefit thereof it shall be necessary that the Affidavit as prescribed therein be executed and placed of record. The Affidavit may be made by anyone who knows the facts.

7-08. Affidavit of possession as basis for creating marketable title under tax deed

Where a tax deed is regular on its fact and has been of record for twenty-three years or longer, the title conveyed thereunder can be considered as marketable, if the affidavit of possession as prescribed by SDC Supp. 51.16B07, as amended by Ch. 266 of the Laws of 1957, SDC 1960

Supp. 51.16B07 [§ 43-30-7] is made and filed for record.

7-09. Use of affidavits

A title examiner may rely upon affidavits as to facts in relation to the title in the following cases:

1. From any person based on personal knowledge stating:
 - a. The identity of any person appearing in such chain of title under names varying in the spelling thereof or in the use of initials; or
 - b. That certain property was or was not homestead property.
2. As to marital status.
3. To explain ambiguous recitals in instruments of record.
4. Marketable record title affidavits under SDCL Ch. 43-30.
5. When authorized by any other statute.

7-10. Contents of affidavit--interest of maker^[EOI]

An affidavit may be used as a means of correcting discrepancies and variances in names and in other cases where it may be accepted as curative evidence under South Dakota statute. It should include some showing that the material statements in it are based on affiant's personal knowledge. The value of an affidavit is not diminished by the fact that the maker is interested in the title or the subject matter of the affidavit, when nothing appears in the record to affect his credibility.

7-101. Corrective instruments

A grantor who has conveyed by an effective, unambiguous instrument cannot, by executing another instrument, make a substantial change in the name of the grantee, decrease the size of the premises or the extent of the estate granted, impose a condition or limitation upon the interest granted, or otherwise derogate from the first grant, even though the latter instrument purports to correct or modify the former. However, marketability dependent upon the effect of the first instrument is not impaired by the second instrument.

7-112. Instruments which are altered and re-recorded

The act of re-recording an instrument, after it has been materially altered, does not of itself destroy the rights of the parties to the original unaltered instrument.

To give effect to a material alteration of a previously recorded document affecting title to real property, the instrument must be re-executed, re-acknowledged, re-delivered and re-recorded. However, a grantor cannot unilaterally derogate from a previous grant; see Standard 3.4.

A material alteration to an instrument is defined as an alteration which changes the legal effect of the instrument or the rights and liabilities of the parties to the original instrument.

7-123. Conveyances--farm credit--right of first refusal

Agricultural real estate that is conveyed or leased by a Farm Credit System entity after January 6, 1988 is subject to a right of first refusal in the previous owner-mortgagor. If the Farm Credit System entity conveys or leases land to a person other than the previous owner-mortgagor had been offered the right to repurchase or lease the acquired land, and has failed to exercise that right. Documentation can include an affidavit from a Farm Credit System agent.

8-01. Ownership of water

All waters within the limits of the State of South Dakota subject to limitations as provided belong to the public. An examiner may ignore in his opinion any reference thereto.

8-02. Accretion, reliction, erosion and avulsion

The effects of accretion, reliction, erosion and avulsion should be taken into consideration

when examining title to real property bound by a body of water.

8-03. High-water mark boundaries

The public has a right to use the strip of land 50 foot landward from all navigable waters provided the strip is between the ordinary high water mark and ordinary low water mark of public bodies of water.

8-04. Road and street as boundaries

An adjacent owner is presumed to own to the middle of a platted road, though the public has a right to use the platted road.

8-05. Vacated highway, street, alley or public right of way

A conveyance of real estate, which abuts upon a vacated highway, street, alley, other public right-of-way, includes the vacated highway, street, alley or public right-of-way, either by operation or presumption of law, unless a contrary intent appears.

8-06. Conveyances to state for highway purposes

In transfers to the State of South Dakota or any of its political subdivisions of property for highway purposes, the grantee only acquires an easement. (No opinion is expressed as to ownership of non-fluid minerals/substances on or underlying the grantee's acquired right of way.)

8-07. Dedication of streets, etc.

Title is not made unmarketable if streets, alleys and public grounds in a platted area, outside of or inside a municipality, are not expressly dedicated in the owner's certificate on the plat. They may be dedicated in any appropriate manner.

~~8-08. Consult SD Mineral Title Standards~~

~~A title examiner should consult the South Dakota Mineral Title Standards if the title opinion being given includes the status of a mineral estate or interest.~~

8-098. Mineral ownership--notation

A title examiner need not refer to the mineral ownership where no severance appears in the record, unless a specific request for it is made.

8-109. Severance of minerals--notation

A title examiner need not note the severance of the mineral estate from the surface nor indicate the present ownership of the minerals if the examiner includes a caveat that no opinion is expressed as to the status of the mineral estate.

8-110. Conveyances of royalties and minerals

In conveyances affecting mineral estates distinction between perpetual non-participating royalty and a conveyance of perpetual mineral interests should be noted, and the respective burden of a perpetual royalty interest on the mineral estate should be contained in the opinion.

8-1211. Oil and gas leases--contingent future interests

Where an oil and gas or other mineral lease covers land subject to a contingent future interest, the oil and gas or other mineral lease must be executed by the statutory trustee.

8-1312. Leases--oil--gas

Prior to July 1, 1995, where the mineral owner is deceased an oil-gas lease must be executed by the personal representative as provided by statute.

After July 1, 1995, a personal representative of an estate holding unrestricted letters may execute oil and gas leases and other instruments affecting the mineral estate without court approval.

9-01. Easements as encumbrances

Easements, including those reflected on plats, servitudes or non-appurtenant restrictions on the use of real property should be noted as encumbrances.

9-02. Rights-of-way as encumbrances

A covenant of warranty should not be considered broken by the existence of a highway or railway, or right-of-way for either, upon the land conveyed by an instrument of conveyance, unless otherwise particularly specified in the deed. However, the existence of such highway, railway, or right-of-way should be noted.

9-03. Conveyances--effect of reservations or exceptions

A deed referring to a nonexistent reservation or exception and made expressly subject thereto does not operate to reserve and except to the grantor any interest in the matter or matters made subject to exception or reservation and the same shall be considered to have passed to the grantee notwithstanding such recitation in the deed.

9-04. Railroads

When determining the status of title for lands that contain ownership by a railroad in the chain of title, you must consider the source of the title and the language of the document vesting title in the railroad. Railroads may obtain title through grants, condemnation or purchase. Language in the vesting document may state or imply a fee simple interest or easement interest ~~buy-by~~ several cases ~~(listed below)~~ have interpreted the interests differently depending upon the timing of the conveyance and the language of the document.

9-05. Wind or solar energy easements

A property owner may grant a wind or solar easement properly created and recorded, however, the maximum term of such easement is fifty years. Any such easement is void if no development of the potential to produce energy from wind or solar power associated with the easement has occurred within five years after the effective date of the easement ~~began~~.

9-06. Wind or solar energy rights--limitation on severance

No interest associated with the production or potential production of energy from wind or solar power may be severed from the surface estate as defined in § 45-5A-3 except that such rights may be leased for a period not to exceed fifty years. Any such lease is void if no development of the potential to produce energy from wind or solar power has occurred on the land within five years after the lease began.

9-07 – Wind or solar energy easement – mortgage by holder

If the wind or solar easement holder mortgages or otherwise encumbers to any party any part of the easement holder's rights and interests under the easement, any such mortgage or encumbrance on the easement is the responsibility of the wind or solar easement holder and attaches only to the easement holder's rights and does not otherwise attach to the land or obligate the property owner.

10-01. Covenants, conditions and restrictions defined

The term "covenants, conditions and restrictions" is used in title examining to describe various limitations on the use of land imposed in deeds or other instruments in the chain of title.

10-02. Covenants, conditions & restrictions are generally deemed to run with the land

Covenants contained in conveyances of real property are appurtenant and pass with them to the successor in interest and run with the land.

10-03. General plan restrictions--subdivision of tracts

Uniform restrictions as to the use and occupancy of all lots in a subdivision may be imposed by properly executing and recording a declaration or contract.

10-04. Revocation of declaration or contract--execution by successor in interest

In first and second-class municipalities an owner and all successor owners in interest may revoke and cancel the covenants by a properly recorded deed of revocation. Such revocation is not effective until approved by the governing body of the municipality.

10-05. Expiration of covenants, conditions and restrictions

Declarations authorized by SDCL 11-5-1 and 11-5-2 shall only be prescribed but not exceed ~~twenty-five~~forty years from the date of the declaration.

10-06. Validity of restrictions

A title examiner need not determine the validity or enforceability of covenants, conditions or restrictions but should show those in the chain of title.

10-07. Restrictions in derogation of existing law

Covenants, conditions or restrictions which contain language that discriminates on the basis of race, color, religion, sex or national origin are unenforceable and void.

11-01. Medical assistance lien

A medical assistance lien created under SDCL 28-6 becomes a lien against real property only from the time the lien is filed with the Register of Deeds.

11-02. Child support liens

The Department of Social Services may impose a lien for support obligations and the notice of lien, properly filed with the Register of Deeds, establishes the priority as of the date of filing.

11-03. Tax lien--county

A county poor lien becomes a lien against real property at the time the record is filed in the office of the Register of Deeds of the county in which the poor person resides or in the county of his legal residence or last residence if he is an inmate of a state institution or deceased. All liens created prior to July 1, 1970, are terminated as a matter of law.

11-04. Poor relief lien

Any lien established under SDCL 24-14 with regard to county poor relief shall continue, a foreclosure shall not be commenced until one year after the last payment to or for the benefit of the poor person during the lifetime of the poor person or until after the death of the poor person. Any lien or encumbrance created prior to July 1, 1970, is terminated as a matter of law.

11-05. Claims under federal laws

A title examiner need not mention in the opinion the possibility of claims under federal laws which do not show upon local records.

11-06. Tax Lien--State or Federal

A federal or state tax lien becomes a lien against real property from the time the lien of the tax is entered in the index of tax liens kept by the register of deeds.

12-01. Judgments--lapse

A title examiner may ignore a judgment after ten years have passed from the date on which it was docketed unless the judgment has been renewed as provided in SDCL 15-16-33.

12-02. Divorce--judgment affecting defendant's title

A divorce judgment which states that the defendant is entitled to the plaintiff's interest in real property owned either jointly between plaintiff and defendant or by plaintiff alone shall be sufficient to vest title in the defendant if the divorce judgment contains the following information and statement:

- (1) A legal description of the property being vested in said defendant; and
- (2) A statement by the court that should the plaintiff fail to execute an appropriate instrument of conveyance, the judgment shall act in lieu of such conveyance.

12-03. Divorce--sufficiency of judgment

A divorce judgment vesting in the plaintiff the defendant's interest in real property, whether owned solely by said defendant or jointly with said plaintiff, shall be sufficient to vest the defendant's interest in such property, provided that the judgment or the court's file affirmatively shows the following:

- ~~(3)~~(1) The legal description of property;
- ~~(4)~~(2) A statement by the court that should the defendant fail to execute appropriate instrument of conveyance, the decree thus being entered shall act in lieu of such conveyance; and
- ~~(5)~~(3) The defendant appeared in said action after having been served either by publication or personally and by such appearance, either stipulated to the entry of judgment and property settlement, which stipulation agreed to the vesting of the property in question or the action was litigated after due appearance at the hearing at which said judgment was ordered; and
- ~~(6)~~(4) If there was no appearance by the defendant after being served either personally or by publication, the judgment must affirmatively show further as follows:
 - ~~(7)~~(a) If defendant was served personally, that the complaint indicated the action was for the purpose of divesting defendant's interest in the particular property and the complaint set forth in full the legal description of said property; and
 - ~~(8)~~(b) If the service was by publication, that the summons and complaint indicated the action was for the purpose of divesting defendant's interest in the particular property by full legal description and that the affidavit for publication indicated that the action was for divorce and also for purposes of divesting defendant's interest in real property.

12-04. Notice of levy

A notice of levy, when properly recorded under SDCL 15-18-22, may only be released upon:

1. Proof of the satisfaction of judgment;
2. A deed from the debtor specifying the intent to satisfy the judgment;
3. Proper release from the levy;
4. Sheriff's deed; or
5. Release or abandonment of the execution.

12-05. Real property abandoned by bankruptcy trustee

The marketability of title to real property abandoned by a bankruptcy trustee for debtor-in-possession exercising the powers of a bankruptcy trustee is not adversely affected if the following should appear of record:

- ~~(9)~~(1) The petition in bankruptcy of the title holder;
- ~~(10)~~(2) The certificate of commencement of a case under Title 11, United States Code;
- ~~(11)~~(3) If the case was commenced under Ch. 7, Ch. 12 or Ch. 13 of Title 11, United States Code, or if a trustee was appointed pursuant to 11 U.S.C. § 1104, the order appointing trustee and the order approving trustee's bond;
- ~~(12)~~(4) In any case under Title 11, United States Code, a motion for abandonment, an order for or notice of hearing with proof of service, and an order authorizing abandonment; if no separate proceedings were had for abandonment but such abandonment was made a part of the final report of the trustee, there should appear of record the final report, the notice of hearing on the final report, with proof of service, and the order closing the estate;
- ~~(13)~~(5) If the property was abandoned pursuant to the terms of a plan under Ch. 11, Ch. 12 or Ch. 13 of Title 11, United States Code, an order for or notice of hearing on confirmation with proof of service and an order of confirmation.

12-06. Real property claimed as exempt by debtor

The marketability of title to real property claimed as exempt by a debtor in a bankruptcy proceeding is not adversely affected if the following should appear of record:

- ~~(14)~~(1) The petition in bankruptcy of the title holder;
- ~~(15)~~(2) The certificate of commencement of a case under Title 11, United States Code;
- ~~(16)~~(3) That portion of the schedules of the debtor reflecting that the property involved was listed and claimed as exempt;
- ~~(17)~~(4) The certificate of the clerk of the bankruptcy court or the clerk of the United States District Court showing that no objections to the debtor's claim of exemptions were filed, or an order of the Bankruptcy Court or United States District Court determining that the property was properly exempt.

12-07. Real property sold free and clear of any interest in course of bankruptcy proceedings

The marketability of title to real property sold free and clear of any interest in such property in the course of any bankruptcy proceeding is not adversely affected if the following should appear of record:

- A. If the real property is sold by a debtor-in-possession then the following shall be required:
 - ~~(18)~~(1) The petition in bankruptcy of the title holders;
 - ~~(19)~~(2) The certificate of commencement of case under Title 11, United States Code;
 - ~~(20)~~(3) The notice of proposed action or motion to sell property free and clear of any interest, an order for or notice of hearing with proof of service, and an order confirming such sale with proof of service;
 - ~~(21)~~(4) If the debtor did not hold the only ownership interest in the property, a summons and complaint requesting authority to sell free and clear of the other ownership interest, with proof of service, an order or judgment authorizing such sale with proof of service, a notice of proposed action or motion to sell property free and clear of any interest; an order for or notice of hearing with proof of service, and an order confirming sale with proof of service;
 - ~~(22)~~(5) A deed from the debtor-in-possession.
- B. If the real property is sold by a trustee then the following shall be required:
 - ~~(23)~~(1) The petition in bankruptcy of the title holders;
 - ~~(24)~~(2) The certificate of commencement of case under Title 121, United States Code;
 - ~~(25)~~(3) If the case was commenced under Ch. 7, Ch. 12 or Ch. 13 of Title 11, United States Code, a copy of the document appointing the Ch. 7, Ch. 12 or Ch. 13 trustee;
 - ~~(26)~~(4) If the case was commenced under Ch. 11 of Title 11, United States Code, and a trustee was appointed pursuant to 11 U.S.C. § 1104, a certified copy of the order appointing the Ch. 11 trustee;
 - ~~(27)~~(5) The notice of proposed action or motion to sell property free and clear of any interest, an order for or notice of hearing with proof of service, and an order confirming such sale with proof of service;
 - ~~(28)~~(6) If the debtor did not hold the only ownership interest in the property, a summons and complaint requesting authority to sell free and clear of the other ownership interest, with proof of service, an order or judgment authorizing such sale with proof of service, a notice of proposed action or motion to sell property free and clear of any interest; an order for or notice of hearing with proof of service, and an order confirming sale with proof of service;
 - ~~(29)~~(7) A deed from the trustee.

12-08. Bankruptcy lien avoidance

A lien may be deemed to have been extinguished if the bankruptcy court issues an order avoiding the lien.

12-09. Bankruptcy discharge

A discharge operates to extinguish the personal liability of the debtor only. It does not extinguish the debt as to any other person or any lien perfected after filing and which is not avoided.

13-01. Mechanic's lien

A mechanic's lien may be disregarded after lapse of the time within which suit for foreclosure may be filed (six years), unless proceedings for its foreclosure have previously been commenced.

13-02. Mechanic and materialmen's lien

The filing of a Notice of Project Commencement does not constitute a cloud, lien or encumbrance upon, or defect to the title of the real property described in the notice.

14-01. Mortgages

Whenever a conveyance shows affirmatively that it was given as security it should be treated as a mortgage.

Whenever a conveyance is from the record owner to the holder of a mortgage on the property that fact alone does not place a subsequent purchaser on inquiry as to whether the conveyance was given as security and is not grounds for an objection unless by reason of the date or recital it places a purchaser on inquiry.

14-02. Reference to nonrecorded mortgage

When a deed filed for record more than twenty years refers to a mortgage which is not shown ~~by the abstract and the~~ record does not show that any action has been commenced with reference thereto, such reference to mortgage may be disregarded.

14-03. Mortgages--release or assignment

Where a mortgage has been re-recorded and a release or assignment is given which describes only one of the recordings, the release or assignment is sufficient; but where a new mortgage is recorded which purports to be given to correct a defect in a former mortgage, there should be a release or assignment of both mortgages.

14-04. Mortgages--statute of limitations

A mortgage past due more than fifteen years from its due date or recorded extension thereof, or if no due date is stated therein or ascertainable therefrom, thirty years from the date of the mortgage, is ineffective and void and the record thereof may be disregarded.

14-05. Satisfaction by one of plural mortgagees

Where a mortgage is given to two or more mortgagees a satisfaction by one of such mortgagees is sufficient to release the mortgage except where the mortgage shows that it secures debts which are owned separately by the different mortgagees.

14-06. Release of mortgage by other than mortgagee

A title examiner may treat a mortgage as satisfied if a mortgage release complying with the requirements in SDCL 44-8-31 is recorded.

14-07. Release--assignment of rents

A title examiner shall require a release of a separately recorded assignment of rents even though the mortgage given on the same date or for the same debt is satisfied or released, unless the assignment of rents by its own terms is satisfied when the mortgage is satisfied or released or the satisfaction or release indicates the underlying debt is paid.

14-08. Defect in satisfaction of mortgage

A satisfaction of a mortgage is sufficient notwithstanding error in some details in date, amount, book and page of record, property description, names and position of parties, or other details, if, considering all circumstances of record, sufficient data are given to identify the security interest sought to be satisfied.

14-09. Deeds--unsatisfied mortgage

A deed from the record holder of an unsatisfied mortgage or other encumbrance, who is also the record title holder, which does not except the encumbrance or state that the deed is given subject to the encumbrance, is sufficient as a discharge of the encumbrance.

14-10. Mortgage--merger of title

If the holder of a mortgage acquires the estate of the mortgagor, the mortgage interest may be merged in the fee and the mortgage extinguished, although it is only when the fee and the lien center in the same person without any intervening claims, liens or equities that a merger of the title and the lien will take place.

However, merger depends upon the intent of the parties. In determining intent, equity is not limited by the rules of law, and under unusual circumstances, a mortgage may be extinguished where it would continue to exist at law, or a mortgage may be preserved where it would be merged at law. Because of the difficulty in determining what a court might decide in any particular case, if merger cannot be determined from the instruments, then a merger is not ordinarily assumed so long as the mortgage remains unsatisfied of record.

If there is an outstanding or intervening lien or title, the foundation for the merger does not exist and no merger will be declared.

14-11. Foreclosure of mortgage by action

The instruments required to be recorded to show title based on a mortgage foreclosure by action are the sheriff's certificate of sale, and the sheriff's deed.

If mortgagor redeems, recording the original certificate of redemption will eliminate the foreclosed mortgage and does not affect status of junior liens. Satisfaction of the original mortgage is neither necessary nor desirable. Foreclosure cuts out subsequent liens and satisfaction or release of them is not necessary.

Satisfaction of lien holders, properly joined in the action, is not necessary.

14-12. Foreclosure by advertisement

The instruments required to be recorded to show title based on a mortgage foreclosure by advertisement are the sheriff's certificate of sale, any certificates or affidavits of non-redemption, the affidavit of publication of notice of sale, an affidavit stating notice was provided to all required parties and that no request for foreclosure by action was made, an affidavit relating to the military status of the owner and the sheriff's deed.

15-01. Probate--chain of title

Prior to July 1, 1995, a certified copy of a decree of distribution made by a South Dakota circuit court is sufficient to complete the chain of title.

15-02. Executor's deed

For conveyances out of an estate prior to July 1, 1995, a certified copy of an order confirming sale made by a South Dakota circuit court and an executor's or administrator's deed is necessary to complete the chain of title, except in certain circumstances of an independent administration.

15-03. Conveyances made under probate

For conveyances under the Uniform Probate Code, SDCL ch. 29A, a duly recorded personal representative's deed or a duly recorded order of complete settlement distributing specifically described real property to the heirs or devisees in specified shares or proportions is required to complete the chain of title.

15-04. Chain of title--probate

A title examiner examining a title for an intended purchaser or mortgagee for value from a distributee of an estate need only require proof of unrestricted letters of the personal representative in effect on the date of conveyance to complete the chain of title.

15-05. Authority of personal representative

Upon the death of a person, the real and personal property devolves to the heirs or devisees, subject to claims and the administration of the estate, which includes the authority of the personal representative to convey.

15-06. Deed of distribution

A deed of distribution is evidence of the distributee's title. The distributee's receipt of the deed is conclusive evidence that the distributee is the one entitled to the property.

15-07. Delayed probate

If a probate has not been commenced within three years from the decedent's death, a personal representative may be appointed for the purposes of transferring property by will or intestacy.

15-08. South Dakota inheritance tax liens

The South Dakota inheritance tax lien is limited to twelve years from the date of death for any decedent dying prior to July 1, 2001. When the record does not establish that a decedent died more than twelve years prior to the examination of the title, a title examiner should require evidence of record that no tax is owed, that any tax owing has been paid, or that any potential lien has been removed from the subject property.

15-09. Termination of life tenant

To establish termination of a life tenant in real property, the certified record of death must be recorded together with an affidavit setting out the legal descriptions of the property involved.

15-10. Probate--existence of federal lien

No objection shall be made to the possible existence of federal tax liens if the personal representative provides to the title examiner a lien release, a closing letter or an affidavit stating that no federal estate tax liability exists.

15-11. Authority of successor fiduciary

A successor personal representative or successor conservator has all of the powers of the succeeded personal representative and succeeded conservator, subject to any restrictions indicated in the letters.

15-12. Term of authority for fiduciary

The authority of a personal representative or conservator continues until the appointment is terminated or modified. Unless otherwise indicated, a title examiner may presume that letters originally issued continued in effect and unmodified from the date of their issuance to the date of any subsequent certification of a copy thereof.

15-13. Acts authorized by personal representative or conservator

No order confirming or authorizing any act by a personal representative or conservator, not contrary to any restriction shown in the letters, shall be required.

15-14. Guardian's deeds

For conveyances from a guardian prior to July 1, 1993, a certified copy of an order of a

court confirming the sale, together with a guardian's deed is necessary to complete the chain of title.

15-15. Conservator's deeds

For conveyances from a conservator on or after July 1, 1993, a conservator's deed and a certified copy of the letters of conservatorship from a court of competent jurisdiction are necessary to complete the chain of title.

15-16. Authority of conservator

A certified copy of proof of authority of appointment from a court of competent jurisdiction and bond, and a certified copy of unrestricted letters of the conservator which establishes that the letters were in effect on the date of the title transaction, are necessary to evidence the conservator's authority.

15-17. Foreign personal representative

A foreign personal representative must be appointed by an order from a South Dakota court or clerk, qualify and be issued letters in order to administrate the real estate.

15-18. Guardian and conservator

The fact that an individual or entity deals with a guardian, if appointed prior to July 1, 1995, or conservator with knowledge of the representative capacity does not alone require an inquiry into the guardian's or conservator's authority, except that any such individual or entity is charged with knowledge of restrictions that may appear on the letters of guardianship or conservatorship.

15-19. Omitted real estate or faulty description of closed estate

When an estate has been as administered in probate court and a final decree of distribution recorded in the land records, no reopening of the estate shall be required to convey an interest of the decedent merely because: (1) all of the real estate of the decedent or interest therein was not included in the inventory or in the decree of distribution, or (2) the description of such estate or interest was mis-described in the probate record. A deed by heirs or devisees, whether in warranty or quitclaim, shall be effective to pass title to real estate if the existing probate record enables a clear and unambiguous determination that the grantors would be the persons entitled to decree of such estate or interest if the estate were reopened to correct the error or include the omitted property.

16-01. Omission and inconsistency of dates

The fact that an instrument affecting title may not be dated, or that inconsistency exists between its date, the date of attestation, the date of acknowledgment or the date of recordation, does not impair marketability, unless the inconsistency is of such peculiar significance, when considered with other circumstances of record, as to impel a reasonable suspicion on the part of the examiner that the title may be defective.

16-02. Effect of curative acts

An act, curative of matters of execution, acknowledgment and recording, or procedural omission, irregularities or defects, is presumed to be valid legislation, effectively eliminating objections based upon the imperfections of title which fall within its scope as to subject matter and date, thus avoiding necessity of action to quiet title.

A curative statute purporting to legalize alleged defects in probate proceedings is inoperative as against a claim based upon legal action or proceeding which the record shows was pending at the time the curative statute went into effect, whether or not the curative statute so states.

~~16-03. Contents of affidavit—interest of maker~~

~~An affidavit may be used as a means of correcting discrepancies and variances in names and in other cases where it may be accepted as curative evidence under South Dakota statute. It should include some showing that the material statements in it are based on affiant's personal knowledge. The value of an affidavit is not diminished by the fact that the maker is interested in the title or the subject matter of the affidavit, when nothing appears in the record to affect his credibility.~~

16-043. Condominiums

A condominium project is established whenever the developers or the owners of a building or buildings expressly declare, through the recordation of a master deed or lease, their desire to submit their property to the formation of a condominium under the laws given in SDCL ch. 43-15A.

19-01. Metes and bounds

When any owner of a government subdivision or a platted tract or lot divides that land into parcels for the purpose of transfer that cannot be described except by metes and bounds, the parcels of land so divided must be platted before any instrument of transfer can be recorded. Real property descriptions using metes and bounds may be recorded only if a previous conveyance by the same metes and bounds has been made and recorded.

19-02. Legal description from survey or plat

A legal description is eligible for recordation if the document contains a reference to a legal survey or is capable of being indexed in one of the two statutory numerical indexes maintained by the office of the Register of Deeds for that particular county.

If a legal description includes a reference to a platted division or subdivision, the legal description should also identify the lot or tract number, the block or tract number and the name of the platted addition or subdivision taken directly from the recorded plat. The legal description should also include a concluding reference identifying the county and state where the plat is recorded along with the book and page.

19-03. Platting

Any subdivision of land containing two or more lots shall be platted or replatted and must be submitted for proper platting according to law.

19-04. Plats ~~;~~ designation or variations in addition or subdivision name

Although a plat should be referred to in a conveyance as entitled in the owner's dedication clause in the filed plat as reflected by the ~~abstract~~abstract or record examination (without reference to the present state of incorporation of the municipality unless part of the plat name), minor inaccuracies in description such as the interchange of the words "subdivision" and "addition," the addition or omission of the word "first" when there is only one such addition, and other similar discrepancies which do not create a problem of identification can be disregarded, provided a title examiner is satisfied that the discrepancies do not create the possibility of reference to any other platted area in the village, city, municipality, township or other government subdivision of which the plat is part. It is sufficient in such instances to request the abstracter to note that there is only one such platted area.

19-05. Plats, effect of joinders in

A conveyance from the record owner shall be sufficient notwithstanding that a stranger to the title joins in the dedication of the plat or covenants of which the tract is a part if the record shows an interest of said stranger in another tract within the plat or subject to the covenants.

Such showing may be by recitation in the plat or covenants as to which parts thereof each joining party claims an interest. If the plat or covenants do not so designate, a title examiner should

require the abstracter to place in the ~~abstract~~[abstract or record examination](#), for reference purposes, the conveyance to the joining party of part or parts of the platted area.

19-06. Plats, vacation before lots sold

The recording of an instrument executed by all of the owners of a subdivision vacating a plat before any lots have been sold extinguishes all easements created by the plat and revokes the dedication to the public of all rights in the streets, alleys, easements and public grounds.

19-07. Plats, vacation after lots sold

The vacation of all or any part of a plat after the sale of any lots must be executed by all of the owners of the subdivision and by all of the owners of the lots sold.

19-08. Discrepancy in survey

Title shall not be considered unmarketable because a survey discloses differences in deed or plat distances or courses and subsequently measured distances or courses if the surveyor states that both descriptions describe the same parcel.

19-09. Plats, effect of replat on rights in the public and easements.

The replat of a platted subdivision extinguishes the rights in the public and the easements created in the original plat as set forth in the replat or to the extent they are inconsistent with the replat.

23-01. Marketable record title--statute of limitations

No title shall be considered unmarketable by reason of any claim or defect twenty-two years or older, if the record title holder has an unbroken chain of title through the holder's immediate or remote grantors by a deed of conveyance which has been recorded twenty-two years or more, and if the record title holder is in possession of the property. This standard does not extinguish or bar those claims provided for under SDCL 43-30.

23-02. Title by patent

The chain of title must be based upon a recorded patent or certified copy of the patent except when the title is founded upon a congressional grant which by its terms does not require a patent, a judgment or a treaty.

23-03. Validity of patent

A title examiner may not assume the validity of a fee patent issued pursuant to the General Allotment Act of February 8, 1887.

A title examiner may rely upon a deed from the heirs of a deceased allottee as passing title free of trust provided that the deed has been approved by the Secretary of the Interior.

23-04. ~~Affidavit—lending institution~~[Financial institution name change or successor](#)

A title examiner may rely on a recitation in an instrument of record executed by a regulatory authority, or an officer or counsel for a ~~lending institution~~[financial institution](#) that the ~~lending institution~~[financial institution](#) changed its name or is the successor of one or more previous ~~lending institutions~~[financial institutions](#).

26-01. Tax title

Neither a tax deed issued pursuant to any of the provisions of SDCL 10-25-12, nor any combination of such deeds, terminates the rights of the owner who owned it prior to its sale for taxes, unless there is:

~~(30)~~(1) A judgment in a quiet title action;

~~(31)~~(2) A marketable Record Title Affidavit pursuant to SDCL 43-30-7 (using as a "root of title" the tax deed from the county); or

~~(32)~~(3) A deed conveying the prior owner's interest.

26-02. Effect of tax deed

A valid tax deed clothes the grantee with a new and complete title under an independent grant from the sovereign authority of the state, extinguishing all prior titles.

Career Center

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Staff Attorney - Fort Thompson

DAKOTA PLAINS LEGAL SERVICES (DPLS), a non-profit legal services program, has an opening for a Staff Attorney position in our Fort Thompson, South Dakota, office. The Fort Thompson office serves the counties of Brule, Buffalo, Hyde and Lyman, along with the Lower Brule and Crow Creek Reservations.

QUALIFICATIONS/RESPONSIBILITIES: Applicants must have a JD degree and be licensed to practice, or by reciprocity be able to obtain a license to practice, in South Dakota, or be qualified to take the next South Dakota Bar Exam; must be a bright, motivated, self-starter; must have the tenacity to assume immediate practice responsibilities, including handling a significant caseload touching on many different areas of law with regular appearances in court; and must demonstrate an interest in poverty law and working with Native American and low income clients.

SALARY: Competitive, depending on experience. DPLS has excellent fringe benefits, including generous leave benefits and employee insurance coverage (medical, dental, life, disability).

CLOSING DATE: Open until filled.

APPLICATION INFORMATION: Please submit a letter of interest and resume to: Thomas S. Mortland, Executive Director, Dakota Plains Legal Services, PO Box 727, Mission, SD 57555, (605) 856-4444, tmortland@dpls.org.

Native Americans, Women and Minorities are

encouraged to apply. Dakota Plains Legal Services is an Equal Opportunity Employer.

Staff Attorney - Ft. Yates, ND

DAKOTA PLAINS LEGAL SERVICES (DPLS), a non-profit legal services program, has an opening for a Staff Attorney position in our Ft. Yates, North Dakota office. The Ft. Yates office serves Campbell, Corson and Walworth counties in South Dakota and the Standing Rock Indian Reservation.

QUALIFICATIONS/RESPONSIBILITIES: Applicants must have a JD degree and be licensed to practice, or by reciprocity be able to obtain a license to practice, in South Dakota, or be qualified to take the next South Dakota Bar Exam; must be a bright, motivated, self-starter; must have the tenacity to assume immediate practice responsibilities, including handling a significant caseload touching on many different areas of law with regular appearances in court; and must demonstrate an interest in poverty law and working with Native American and low income clients.

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tmortland@dpls.org.

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Staff Attorney - Rapid City

DAKOTA PLAINS LEGAL SERVICES (DPLS), a non-profit legal services program, has an opening for a Staff Attorney position in our Rapid City, South Dakota, office. The Rapid City office serves Butte, Custer, Fall River, Harding, Lawrence, Meade, Pennington and Perkins counties in South Dakota.

QUALIFICATIONS/RESPONSIBILITIES: Applicants must have a JD degree and be licensed to practice, or by reciprocity be able to obtain a license to practice, in South Dakota, or be qualified to take the next South Dakota Bar Exam; must be a bright, motivated, self-starter; must have the tenacity to assume immediate practice responsibilities, including handling a significant caseload touching on many different areas of law with regular appearances in court; and must demonstrate an interest in poverty law and working with Native American and low income clients.

SALARY: Competitive, depending on experience. DPLS has excellent fringe benefits, including generous leave benefits and employee insurance coverage (medical, dental, life, disability).

CLOSING DATE: Open until filled.

APPLICATION INFORMATION: Please submit a letter of interest and resume to: Thomas S. Mortland, Executive Director, Dakota Plains Legal Services, PO Box 727, Mission, SD 57555, (605) 856-4444, tmortland@dpls.org.

Native Americans, Women and Minorities are encouraged to apply. Dakota Plains Legal Services is an Equal Opportunity Employer.

Staff Attorney - Sioux Falls

DAKOTA PLAINS LEGAL SERVICES (DPLS), a non-profit legal services program, has an opening for a Staff Attorney position in our Sioux Falls, South Dakota, office. The Sioux Falls office serves Native American

clients in the counties of Aurora, Beadle, Bon Homme, Brookings, Brown, Charles Mix, Clay, Codington, Day, Davison, Deuel, Douglas, Edmunds, Faulk, Hamlin, Hand, Hanson, Hutchinson, Jerauld, Kingsbury, Lake, Lincoln, Marshall, McCook, McPherson, Miner, Minnehaha, Moody, Sanborn, Spink, Turner, Union and Yankton, along with the Flandreau and Santee Indian Reservations.

QUALIFICATIONS/RESPONSIBILITIES: Applicants must have a JD degree and be licensed to practice, or by reciprocity be able to obtain a license to practice, in South Dakota, or be qualified to take the next South Dakota Bar Exam; must be a bright, motivated, self-starter; must have the tenacity to assume immediate practice responsibilities, including handling a significant caseload touching on many different areas of law with regular appearances in court; and must demonstrate an interest in poverty law and working with Native American and low income clients. Some travel is required.

SALARY: Competitive, depending on experience. DPLS has excellent fringe benefits, including generous leave benefits and employee insurance coverage (medical, dental, life, disability).

CLOSING DATE: Open until filled.

APPLICATION INFORMATION: Please submit a letter of interest and resume to: Thomas S. Mortland, Executive Director, Dakota Plains Legal Services, PO Box 727, Mission, SD 57555, (605) 856-4444, tmortland@dpls.org.

Native Americans, Women and Minorities are encouraged to apply. Dakota Plains Legal Services is an Equal Opportunity Employer.

Staff Attorney -Sioux Falls

East River Legal Services (ERLS) is a non-profit organization. We serve low-income individuals in the Eastern half of South Dakota covering 33 counties. ERLS strives to improve the lives of the people we serve in a wide variety of ways from helping them find resources in the community to assisting them with their civil legal issues in and out of Court. ERLS represents people from all walks of life who qualify for our benefits including but not limited to veterans, older Americans,

people with disabilities, victims of crime and people of any race, nationality, or gender.

Our office is currently seeking to hire highly motivated attorneys interested in working with low-income individuals and provide them with equal access to Justice. We strive in our office to work as a team and fulfill the needs of our clients.

Applicants will be expected to meet the following job requirements:

- Conduct and oversee client interviews, investigation, field investigations, and fact gathering
- Provide high-quality legal representation or advice to clients on housing, family law, protections orders, guardianships and other related matters in state court and administrative proceedings in Eastern South Dakota
- Conduct a full range of litigation activities, including drafting pleadings, conducting depositions, completing discovery, negotiations, motions practice, and represent our clients at trial.
- Provide education and outreach to members of the community, service providers, and community organizations
- Work in collaboration with community organizations that provide rental assistance, domestic violence support, and other services available to support our clients
- Keep well-informed of the applicable laws and case laws as they develop and change to ensure that the program is applying new laws properly
- Keep accurate records of case activities and provide the necessary information to meet grant and other reporting requirements
- Perform other duties which may be assigned from time to time by the Managing Attorney or Executive Director

Qualifications:

- JD admitted to practice in South Dakota or be eligible for admission to the South Dakota State Bar.
- Strong written and oral communication skills
- Ability to spot legal issues in cases and comfort with providing real-time counsel & advice
- Experience working independently with minimal supervision
- Excellent negotiation and organizational skills
- Ability to relate well and work with low-income clients and collaborate with community organizations

- Capacity to work in a high-volume environment and a changing court and policy landscape

Compensation depends on experience. Benefits include, vacation and sick leave, paid holidays, medical, dental, vision, life, mileage reimbursement/per diem for covered travel. Additionally, ERLS pays professional dues including the cost for an out of state attorney to waive into the South Dakota State Bar Association. The position will report directly to the Managing Attorney.

Interested applicants should email a cover letter and résumé to Melissa Frericks, Program Administrator, at melissa@erlservices.org. Applications will be accepted until the position is filled.

ERLS is an Equal Opportunity Employer (EEO). We prioritize equity and inclusion in our organizational culture and hiring. We encourage all applicants regardless of race, gender identity, sexual orientation, religion, national origin, age, disability, parental status, marital status, formerly incarcerated individuals or on any other identity factor to apply.

Associate Attorney -Sioux Falls

Resolute Law Firm in Sioux Falls is seeking an associate attorney to join their practice. Resolute Law Firm is a small but growing firm that currently handles primarily family law and criminal law cases. Experience in these areas is preferred, but the firm is open to applicants who possess various legal skills and knowledge. The firm understands that variety and challenge are important in the vitality of the firm and the job satisfaction of the attorneys. The applicant should anticipate an office of four attorneys, three paralegals, a legal office assistant, and an office manager.

Our culture is heavily driven by passion for client advocacy. Our firm prides itself on maintaining an enjoyable work environment. We function as a family unit, each taking pride in our work and the importance of each person's efforts towards our mutual goals. We then experience together the satisfaction of a client well served, all while having a truly enjoyable day at the office.

The successful applicant will be driven by a desire to help others. A focus towards joining and aiding the team to be a voice for our clients is a prerequisite for

this position. The successful applicant will possess strong ambition and the ability to maintain drive and an optimistic outlook in the face of the significant conflict that is integral to adversarial litigation. The successful applicant will have a desire to help the firm grow with a future ambition to lead the next generation of associates. Additional expectations for the successful candidate would be a curious nature, a creative mind, and an empathetic soul.

If you are licensed to practice law in South Dakota and possess several years of experience and are interested in joining a small bustling firm where you can have some autonomy, we may be right for you. Salary is generous, dependent on experience, and will grow with the attorney.

Please email your cover letter and resume to Melissa@resolutelaw.org and Angel@resolutelaw.org. We assure all candidates that your application will remain confidential.

Deputy State's Attorney - Watertown

The Codington County State's Attorney's Office is inviting applicants for the position of Deputy State's Attorney. The position will be responsible for the prosecution of adult misdemeanor and felony cases occurring in Codington County, South Dakota. Duties include charging determinations, bond arguments, preliminary and grand jury hearings, drafting and arguing motions, court/jury trials, witness preparation, and briefing the court on relevant case law. Additional duties include assisting in the prosecution of abuse and neglect cases, juvenile cases, and representation in the Codington County Drug Court and the Veteran's Treatment Court, when necessary.

Qualifications:

Applicants must possess a Juris Doctorate degree from an accredited law school and be licensed to practice in South Dakota or willing and qualified to sit for the next available South Dakota bar examination. Working knowledge of civil and criminal law and methods and practices of pleadings; court procedures and rules of evidence; principles, methods, materials and practices utilized in legal research; and general law and established precedents.

Salary: Starting salary \$73,434.00. Codington County

also offers a comprehensive benefits package including vacation leave, sick leave and paid holidays; health, dental and life insurance and inclusion in the South Dakota Retirement System (SDRS).

Please submit resume to: Rebecca Morlock Reeves, Codington County State's Attorney, 14 1st Ave. SE, Watertown, SD 57201

Opening and Closing dates: May 24, 2022 – June 17, 2022, or until filled.

Financial Institution Examiner – Sioux Falls or Pierre

Job ID: 18248

Agency: Department of Labor & Regulation - Division of Banking

Salary: \$47,500 annually

Pay Grade: GZ-H

Closing Date: Open Until Filled

This is a Full-Time 40 Hours Weekly position with the Department of Labor & Regulation. For more information on the Department of Labor & Regulation, please visit <http://dlr.sd.gov>. This position is exempt from the Civil Service Act.

The South Dakota Division of Banking regulates the state's banking, trust, and financial services industries to assure that our citizens have confidence in our state's financial markets and services. We are seeking an inquisitive individual with analytical and communication skills to join our team of professional Financial Institution Examiners in either Pierre or Sioux Falls.

Examiners at the Division of Banking enjoy: Training—Effective on-the-job training is combined with annual off-site training at locations such as Hilton Head, SC; Arlington, VA; and Boston, MA. Pay Advancements—Salary increases are offered for successful work performance and completion of formal trainings. Positive working environments— Enjoy having your own office while still working as part of a knowledgeable and supportive team. Personal growth— Develop comprehensive knowledge of the financial industry while developing leadership and communication skills. Advancement— Successful examiners will receive numerous certifications with internal promotional opportunities available.

As part of a team, you will: determine the financial condition of state-chartered banks, trust companies, and licensed financial institutions; evaluate adequacy of financial institutions' internal control procedures; determine compliance with State and Federal statutes related to banking, trust, licensing, and consumer protection; evaluate loan and investment portfolios to determine quality and suitability; make recommendations on findings; investigate consumer complaints related to supervised financial institutions.

Bachelor's Degree required. The ideal candidate will have a bachelor's degree in banking, finance, accounting, or a related field with an advanced degree preferred. Professional experience that leads to mastery of the following knowledge and abilities will be considered.

Knowledge of accounting and auditing principles and procedures; the organization of banks and other financial institutions; banking work environments; fiduciary principles; • consumer protection statutes and regulations; Microsoft Office products and management information systems.

Skill to communicate concisely and effectively with co-workers, financial institution staff and officials, and

examiners from other agencies; gather, interpret, report, and use financial information; understand and interpret federal and state banking regulations.

Additional Requirements: To be considered, attach your resume, letter of interest, writing sample & post-secondary transcripts

VETERANS' PREFERENCE ELIGIBLE

Successful applicant(s) will be required to undergo a background investigation. An arrest/conviction record will not necessarily bar employment.

The State of South Dakota offers employer paid health insurance plus ten paid holidays, generous vacation and sick leave accrual, dental, vision, and other insurance options, and retirement benefits. You can view our benefits information at <https://bhr.sd.gov/job-seekers/work-for-state-government/>. This position is a member of Class A retirement under SDRS.

Must apply online: <https://sodakprod-lm01.cloud.infor.com:1443/lmg/hr/xmlhttp/shorturl.do?key=GNX>
You must apply online, emailed resumes or submissions will not be accepted.



90th
Annual Convention
Ramkota Hotel & Convention Center
Rapid City, South Dakota
June 22 - 24, 2022

SAVE THE DATE

The graphic features a dark background with two large, textured, golden-yellow circular shapes on the left and right sides. The text is centered in the middle, with '90th' in a large, bold, golden-yellow font, 'Annual Convention' in a white serif font, and the location and dates in a smaller white font. A yellow banner at the bottom left contains the text 'SAVE THE DATE' in black, bold, uppercase letters.

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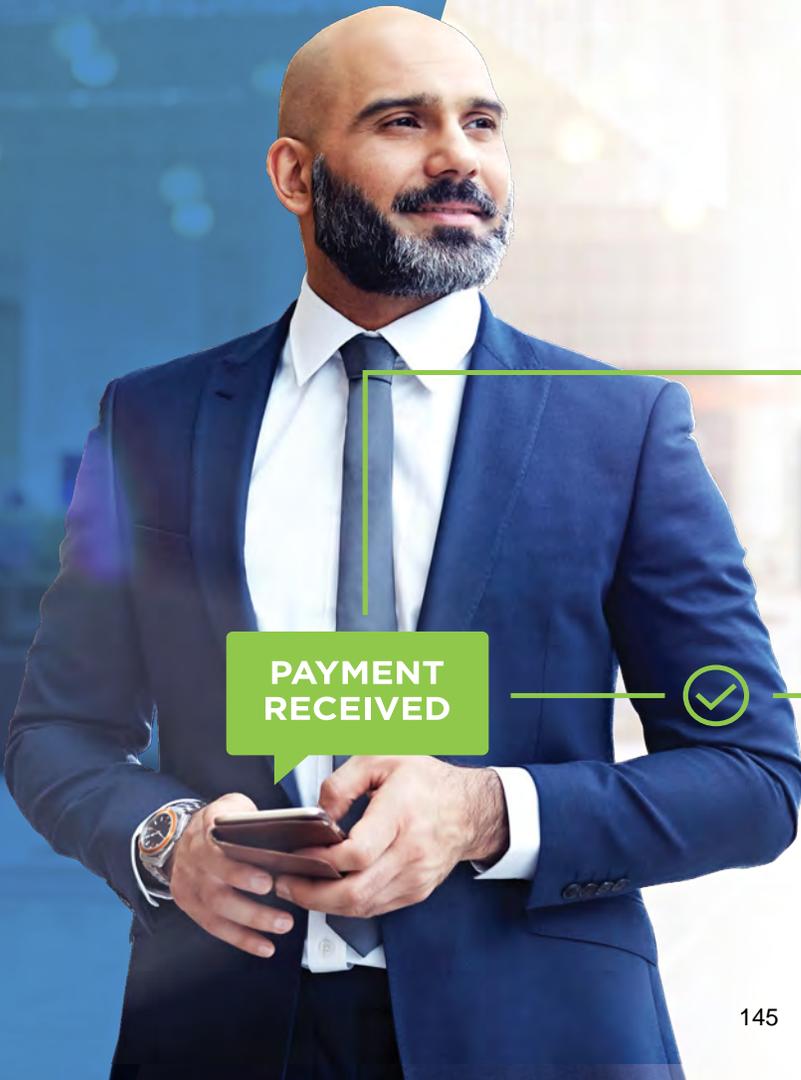
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June 2 - 4 | Jackrabbit Bar | SpringHill Suites, Deadwood

June 22 - 24 | Annual Meeting & Convention | Ramkota, Rapid City

September 8 | September Bankruptcy CLE | The Country Club of Sioux Falls

September 9, 8-noon | Estate Planning CLE | The Country Club of Sioux Falls

September 9, 1-4pm | Advanced Transactional Negotiations CLE | TBA

October 3 | Statewide Swearing-In Ceremony | Capitol Rotunda, Pierre

For more events go to
www.statebarofsouthdakota.com