

IN CIRCUIT COURT
SIXTH JUDICIAL CIRCUIT

CIV20-000007

**PLAINTIFF'S RESPONSE TO
DEFENDANT MARTIN LINDSTEDT'S
OBJECTION TO THE ISSUANCE OF
PRELIMINARY INJUNCTION**

Plaintiff has filed a motion for preliminary injunction along with the requisite affidavits and supporting documentation. These documents are hereby incorporated by reference as if fully stated herein. Defendant Lindstedt at the most recent hearing has orally indicated his objection to the issuance of a preliminary injunction. Defendant Bessman has indicated on the record,

through counsel, that she will consent to and not oppose the issuance of a preliminary injunction with the same or similar terms as stated in the continued orders for temporary restraining order. Plaintiff contends, along with Defendant Bessman, that Defendant Lindstedt cannot possibly make any legal argument for the preliminary injunction as he is no longer the record owner and by his own admission has fully divested himself of the real property that is the subject matter of this litigation.

Plaintiff makes and files this response to Defendant Lindstedt's oral objection, and asks that the Court overrule Defendant Lindstedt's objection and issue a preliminary injunction as requested in Plaintiff's motion based upon the written pleadings and affidavits on file with the Court, taking note that Defendant Bessman does not oppose the request for preliminary injunction.

ARGUMENT

Standing is established through being a "real party in interest" and is controlled by statute. *Arnoldy v. Mahoney*, 2010 S.D. 89, ¶16, 791 N.W.2d 645, 653. SDCL 15-6-17(a) provides that "[e]very action shall be prosecuted in the name of the real party in interest." "The real party in interest requirement for standing is satisfied if the litigant can show that he personally has suffered some actual or threatened injury as a result of the putatively illegal conduct of the defendant." *D.G. v. D.M.K.*, 1996 S.D. 144, ¶ 22, 557 N.W.2d 235, 239.

Counsel for Plaintiff has incorrectly used the legal word "standing" when describing Mr. Lindstedt's ability to object. However, as stated above, standing is a legal test to describe the ability of a plaintiff to bring an action. In this case Lindstedt is a listed Defendant, and as such "standing" is not the appropriate term for the argument.

Without waiving any argument in support of his motion for preliminary injunction, Plaintiff struggles to conceive any logical argument that Defendant may have in support of his oral motion to oppose the issuance of the preliminary injunction prayed for by Plaintiff.

Plaintiff seeks a preliminary injunction that essentially prohibits Defendant Bessman or Defendant Lindstedt from encumbering, transferring, mortgaging, or otherwise transferring the real property subject to this action. However, Defendant Lindstedt has by way of his Warranty Deed to his sister Bessman, completely divested himself of any and all interest in the real property.

“A fee simple title is presumed to be intended to pass by grant of a real property unless it appears from the grant that a lesser estate was intended.” SDCL 43-25-15. For the convenience of the Court, a copy of the Warranty Deed is attached hereto as Exhibit A, and by this reference incorporated herein. The deed language states that Mr. Lindstedt “grants, conveys, and warrants to Susan April Bessman” the real property described therein. There is no evidence that the grant conveys a lesser interest than a fee simple interest.

SDCL 43-25-6 sets forth the implied covenants of a warranty deed:

Every such instrument duly executed as required by law shall be a conveyance in fee simple of the premises described to the grantee, his heirs, and assigns, with covenants on the part of the grantor, his heirs, and personal representatives,

- (1) That he is lawfully seized of the premises in fee simple, and has good right to convey the same;
- (2) That the premises are free from all encumbrances;
- (3) That he warrants to the grantee, his heirs, and assigns, the quiet and peaceable possession thereof; and
- (4) That he will defend the title thereto against all persons who may lawfully claim the same.

Such covenants shall be obligatory upon any grantor, his heirs, and personal representatives, as fully and with like effect as if written at length in such deed.

Because Mr. Lindstedt issued a Warranty Deed to Mrs. Bessman, the implied covenants set forth above are fully binding and “obligatory” upon Mr. Lindstedt. In other words, Mr. Lindstedt has completely transferred fee simple title to Mrs. Bessman, and thus he has no control over the real property or interest therein at this point in time. Mr. Lindstedt has no more right to occupy (much less convey mortgage or encumber) this real property than a stranger on the street. Mr. Lindstedt has voluntarily (as stated by his own admissions several times on the open record in this Court) conveyed the land, and he has stated several times he has no interest in the same. There is no logical reason why he would have a compelling argument to oppose the Court granting a preliminary injunction.

In the event Mrs. Bessman, the now legal owner of the property, would oppose the request for preliminary injunction, then Plaintiff would concede that there should be at least an evidentiary hearing. That is not the case as she does not oppose Plaintiff’s motion.

Mr. Lindstedt now attempts to object to the issuance of the preliminary injunction even though he has completely divested himself of his ownership interest by way of warranty deed. The implied covenants constitute a complete conveyance.

Quite ironically in fact, one could argue that Mr. Lindstedt would be better off with the preliminary injunction being granted as it would 1.) increase the likelihood that he will be able to utilize the property to pay off his numerous legal judgments and substantial litigation cases pending against the Reo family; and 2.) perhaps result in the transfer being set aside and thus the real property would be returned to Mr. Lindstedt (although the chance will be remote).

It is clear from Mr. Lindstedt's tone in these proceedings, including telling Mr. Reo on the record that Mr. Reo's "biggest problem is that he isn't remotely white" indicates Mr. Lindstedt's extreme hatred and vitriol that is not only insensitive, but lacks any kind of respect or appropriate demeanor during Court proceedings.

Mr. Lindstedt, as in his previous and pending Ohio litigations, continues to engage in pointless objections, foul language, and reprehensible conduct for the purposes of advancing delay, dilatory tactics, and hate agenda. His oral objection to the issuance of a preliminary injunction follows suit with this pattern of conduct.

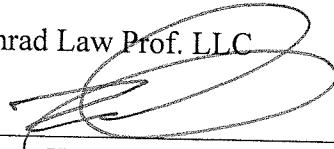
Defendant Lindstedt can make no possible argument as to how or why a preliminary injunction would cause him any harm or prejudice, and furthermore, it appears he may benefit from the same (albeit a remote chance). He can advance no rational argument as to how he could ultimately prevail in this matter.

For these reasons, the Plaintiff requests that this Court grant the motion for Preliminary Injunction, overrule as moot any objection made by Defendant Lindstedt, in accordance with the stipulation of Plaintiff and Defendant Bessman.

In the alternative, Plaintiff asks that his court order Mr. Lindstedt to state his reasons in affidavit form as to why he believes a preliminary injunction should not issue in this case.

Dated this 16th day of June, 2020.

Konrad Law Prof. LLC



Robert Konrad
1110 East Sioux Avenue
Pierre, SD 57501
605-494-3004
rob@xtremejustice.com

Certificate of Service

The undersigned hereby certifies that on the 16th day of June, 2020 he served a true and correct copy of the Response to Defendant Lindstedt's Objection to the Issuance of a Preliminary Injunction upon the following persons in the following manner:

BY EMAIL TO:

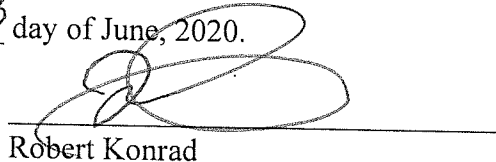
Kody Kriss
Attorney for Defendant Bessman
k.kyriss@riterlaw.com
By way of Odyssey File and Serve

Martin Lindstedt
Pro Se Defendant
pastorlindstedt@gmail.com
Per the Terms of the Order of the Court

AND BY USPS MAIL POSTAGE PREPAID TO THE FOLLOWING:

Martin Lindstedt
338 Rabbit Track Road
Granby, MO 64844

Dated this 16th day of June, 2020.



Robert Konrad

STATE OF SOUTH DAKOTA
COUNTY OF STANLEY

Filed for record this 29th day of
Oct A.D. 2019 at 4:25 o'clock
P.M. and recorded in Book 347
of Deeds on Page 5 46.3-46.6
Barry Starnes
Register of Deeds
Deputy

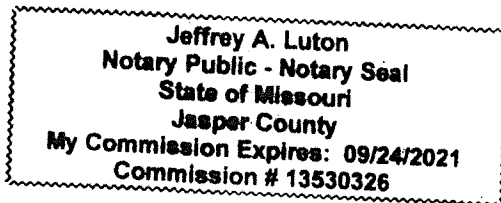
Fee \$30⁰⁰

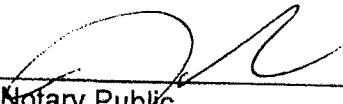
EXEMPT FROM TRANSFER FEE
SDCL 43-4-22(16)

County of NEWTOWN)

On this 25th day of OCTOBER, 2019, before me, the undersigned, a Notary Public, personally appeared Martin Lindstedt, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

(SEAL)




Notary Public
My Commission Expires: 9/24/21