

---

No. 95-4228

---

United States of America,

Appellee,

v.

Marion His Law, also known as  
Charlie Boy His Law,

Appellant.

\*  
\*  
\* Appeal from the United States  
\* District Court for the  
\* District of South Dakota.  
\*

[PUBLISHED]

\*  
\*  
\*  
\*

---

Submitted: April 4, 1996

Filed: June 5, 1996

---

Before BEAM, LOKEN, and MORRIS SHEPPARD ARNOLD, Circuit Judges.

---

PER CURIAM.

Marion His Law challenges the sentence the district court<sup>1</sup> imposed after he pleaded guilty to distributing and possessing with intent to distribute marijuana, in violation of 21 U.S.C. § 841. The government argues the appeal should be dismissed because His Law agreed in the plea agreement to waive his right to appeal, or challenge via post-conviction writs of habeas corpus or coram nobis, the district court's entry of judgment and imposition of sentence. We construe this as a promise on His Law's part not to appeal his sentence. We have held that a promise made in a plea agreement is binding on the government and may be specifically enforced by a defendant. United States v. Kelly, 18 F.3d 612,

---

<sup>1</sup>The Honorable Charles B. Kornmann, United States District Judge for the District of South Dakota.

615-16 (8th Cir. 1994). We conclude that this principle applies with equal force against defendants and therefore against His Law in this case.

We therefore specifically enforce His Law's promise against him by dismissing his appeal.

A true copy.

Attest:

CLERK, U.S. COURT OF APPEALS, EIGHTH CIRCUIT.