BRENDA L. de ST. GERMAIN — APPELLANT

VERSUS — Case No. 2006-CA-01480

ROBERT D. de ST. GERMAIN — APPELLEE

Brief

CERTIFICATE OF INTERESTED PERSONS

The undersigned counsel of record certifies that the following listed persons have an interest in the outcome of this case. These representations are made in order that the justices of the Supreme Court and/or the judges of the Court of Appeals may evaluate possible disqualification or recusal.

1) Brenda L. de St. Germain — Appellant

2) Robert D. de St. Germain — Appellee

3) Honorable Larry Buffington
P.O. Box 924
Collins, MS 39428 — Trial Court Judge

4) Renee M. Porter
Porter Law Firm, P.A.
P.O. Box 982
Columbia, MS 39429
MB# 8,388 — Attorney for Appellant

5) Robert E. Evans
Attorney at Law
P.O. Box 636
Monticello, MS 39654
MB# 5,271 — Attorney for Appellee

Respectfully submitted,

Robert E. Evans,
Attorney of Record for
Robert D. de St. Germain

TABLE OF CONTENTS

TABLE OF CASES, STATUTES AND OTHER AUTHORITIES

Cases

Statutes

Rules

STATEMENT OF ISSUES

I.

Although the lower court may have technically erred by failing to use in its Final Decree of Divorce the specific wording that the provisions of the parties' First Amended Property and Separation Agreement were "adequate and sufficient", because Brenda neither pleaded nor suffered prejudice, such failure, if error, was merely procedural in nature and harmless under the facts of this case.

II.

Although no financial declarations were provided by either party to the other as required by Rule 8.05 of the Uniform Chancery Court Rules, the lower court did not err either in 2005 or 2006 by refusing to set aside the parties' 1999 divorce both Bobby and Brenda specifically identified all their major assets in their Amended Separation Agreement and because neither of them has alleged any hiding of assets by the other.

III.

Because the First Amended Property and Separation Agreement was fair and equitable, because Brenda freely and voluntarily signed and entered into said Agreement, and because Brenda's 2004 filing of her Motion to Set Aside Divorce was not timely as required by Rule 60 of the Mississippi Rules of Civil Procedure, the lower court did not err by refusing to set aside the parties' 1999 divorce.

IV.

Because Bobby and Brenda did not live together after their divorce and because Brenda made no

substantial contribution to any joint accumulation of property by Bobby and her, the lower court did not err in refusing to grant to Brenda a property division based on equitable distribution of the non-existent post-divorce accumulation of assets.

STATEMENT OF THE CASE

Robert D. de St. Germain (hereinafter "Bobby") and Brenda L. de St. Germain (hereinafter "Brenda") were married each to the other on August 11, 1984. They filed a Joint Bill for Divorce (ARE 1) on June 15, 1999. On September 08, 1999, they filed their initial Property and Settlement Agreement (ARE 2). On November 18, 1999, they filed their First Amended Property and Settlement Agreement (ARE 3 hereinafter "Amended Settlement Agreement") and were granted a divorce. Though legally adequate in every other respect, their Final Decree of Divorce (ARE 4) did not contain any statement by the chancery court that the Amended Settlement Agreement was "adequate and sufficient".

Said Amended Settlement Agreement (ARE 3) provided, *inter alia*, that Bobby receive all the parties' real property. Said real property included their homestead, their chicken farm and the adjoining real property, and their convenience store. It also provided that Bobby would assume the existing debt for all said real property. No financial declarations were presented by either Bobby or Brenda to each other as required by Rule 8.05 of the Uniform Chancery Court Rules.

The Amended Settlement Agreement (ARE 3) and Final Decree of Divorce (ARE 4) were drafted by Hon. John D. Sutton, Attorney at Law of Monticello, MS. Paragraph 9 of said Amended Settlement Agreement (ARE 3) was an acknowledgement by the parties that Mr. Sutton only represented Bobby. It also specifically stated that Mr. Sutton had not advised Brenda "...on any aspect of this cause."

On September 17, 2004, approximately five (5) years after the entry of the November 18, 1999, Final Decree of Divorce (ARE 4), Brenda filed her Motion to Set Aside Divorce or in the

Alternative for Equitable Distribution. (ARE 5) The lower court entered its Order of Dismissal on September 12, 2005. (ARE 6) Said Order adjudged that Brenda's Motion to Set Aside Divorce was not timely filed as required by Rule 60 of the Mississippi Rules of Civil Procedure.

On September 19, 2005, Brenda filed her Motion for Reconsideration and for a New Trial. (ARE 7) Subsequently on July 24, 2006, the lower court entered its Order of Dismissal (ARE 8) in which it again adjudged that Brenda's Motion was not timely filed as per the requirements of Rule 60 of the Mississippi Rules of Civil Procedure. Brenda then timely filed her appeal with this Court.

SUMMARY OF THE ARGUMENT

Brenda argues that the Final Decree of Divorce should be set aside because the chancellor's Final Decree of Divorce fails to include the wording "adequate and sufficient" with reference to the parties' property settlement agreement. Although the Final Decree did not, in fact, use the magic words "adequate and sufficient", Brenda has neither pleaded nor otherwise shown that she suffered any prejudice therefrom. As such, even though the phrase "adequate and sufficient" was not included in the Final Decree of Divorce, this was procedural in nature and harmless error.

Next Brenda argues that because no financial declaration forms were provided by either Bobby or her, the divorce should be set aside. Although no such forms were provided by either of them to the other as required by Rule 8.05 of the Rules of Chancery Practice, Brenda has not alleged that Bobby hid any of his assets or that she otherwise suffered prejudice because the forms were not provided. Although both Brenda and Bobby may be contemnors in the lower court and may be subject to sanctions because of their joint failure to comply with the requirements of Rule 8.05, setting aside of the divorce would be an inequitable sanction under the facts of this case.

Brenda also argues that the property settlement agreement between her and Bobby was not, in fact, fair and equitable and should be set aside because she did not receive the share of the parties' property that she should have received. Although Brenda did not receive any of the parties' real property, what she did receive for her interest was fair and equitable.

The parties' property settlement agreement gave to Bobby all the real property (homestead, chicken farm and adjoining real property, and convenience store) owned by the parties. But it also provided that Bobby pay all debt on said property. At the time of their

divorce, the said property debt was jointly owed by them and amounted to several hundred thousand dollars.

Subsequent to their divorce, Bobby paid off the debt on the homestead. Said debt was approximately $133,000.00 at the time of their divorce. Bobby also refinanced the chicken farm debt and took on more debt. Bobby's refinanced debt, for which Brenda has no liability as a signatory, guarantor, or otherwise because she did not sign or otherwise join in the refinancing, amounted to approximately $1,200,000.00. By paying off the homestead and refinancing the chicken farm debt, Bobby relieved Brenda of all responsibility for such debt. Bobby also sold the convenience store for approximately $55,000.00 and gave Brenda approximately $33,000.00 of the said sales proceeds. As such, Brenda received fair and equitable compensation for her interest in the parties' real property even though she received none of the actual real property.

Brenda finally argues that because she and Bobby lived together after their divorce that she is entitled to an equitable distribution of the assets jointly acquired by her and Bobby during the time after their divorce up to the time that they finally separated.

Because Bobby and Brenda did not live together during that time and because Brenda made no post-divorce contribution, substantial or otherwise, to their joint accumulation of property because there was no such joint accumulation, she is not entitled to any property division.

For these reasons, the lower court's decision dismissing Brenda's Motion to Set Aside Divorce or in the Alternative for Equitable Distribution should be affirmed.

ARGUMENT

I.

Although the lower Court may have technically erred by failing to use in its Final Decree of Divorce the specific wording that the provisions of the parties' First Amended Property and Separation Agreement were "adequate and sufficient", because Brenda neither pleaded nor suffered prejudice, such failure, if error, was merely procedural in nature and harmless under the facts of this case.

Although under a strict reading of 1972 Mississippi Code Annotated §93-5-2(2), as amended, the chancellor may have exceeded his authority by granting a divorce on the ground of irreconcilable differences without making an express finding that the parties' provisions for settlement of property rights were "adequate and sufficient", because Brenda suffered no prejudice equity does not require reversal.

"Procedural errors in divorce proceedings...have been held to be harmless error under the facts." *Engle v. Engle*, 920 So.2d 505, 509 (¶ 15) (Miss. 2006); *Rounsaville v. Rounsaville*, 732 So.2d 909, 912 (¶11)(Miss. 1999); *Johnston v. Johnston*, 722 So.2d 453, 457 (¶ 10)(Miss. 1998). In *Engle,* the chancellor granted a divorce without the parties' voluntary consent, without setting forth with specificity the issues to be decided by the court, and without inclusion in the parties' agreement to adjudication of certain matters by the court the specific wording that "...the parties understand that the decision of the court shall be a binding and lawful judgment." The Mississippi Supreme Court, after determining that the divorce proceedings failed to strictly adhere to the statutory mandates, reversed and remanded to the trial court. But the gravamen of its ruling was that because appellant had shown no prejudice as a result of the procedural errors the lower court's decision would have been upheld, reversal was required only because the appellee had filed no brief. Because appellee filed no brief, the Court was prevented from

concluding that equity did not warrant reversal because appellee's failure to file a brief was tantamount to confession of error. *Id.* at 509 (¶ 16). In the case at bar, no such confession of error exists.

In *Johnston*, *supra,* the chancellor granted a divorce before adjudicating the issues of child support, permanent alimony, and property rights. *Id.* at 456 (¶ 3). The Mississippi Supreme Court determined that equity did not warrant reversal since the appellant had shown no prejudice as a result of the procedural error.

And in *Rounsaville*, *supra,* the chancellor granted a divorce before the parties had entered into a property settlement agreement and before the court had adjudicated the issues as required under the statute. The Mississippi Supreme Court held that the divorce would not be reversed for two (2) reasons.

The Court's first reason was that appellant had waived any complaints concerning the Judgment of Divorce or the Settlement Agreement because the said Agreement provided that:

> Each of the parties has given full and mature thought to the making of this agreement, and all obligations contained herein, and each of the said parties understands that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they shall be binding upon each of the parties hereto unless modified hereafter in writing by the parties. *Rounsaville*, *Id.* at 912 (¶ 11).

In the instant case, Paragraph 13 of the Amended Separation Agreement (ARE 3) recites strikingly similar language to that in *Rounsaville* because it provides that:

> Each party acknowledges that this agreement has been entered into freely and voluntarily only after thoughtful deliberation and having been first given the opportunity to review and discuss same with legal counsel.

As did the appellant in *Rounsaville*, Brenda has waived any complaints she may have had concerning the Amended Separation Agreement (ARE 3) and the Final Decree of Divorce. (ARE 4)

The Court's second reason was that it would have been inequitable for the chancellor to set aside the divorce on procedural grounds six months after the Final Judgment and after the appellee had remarried. *Rounsaville, Id.* at 912 (¶ 11). Because Bobby remarried some five years after the entry of the Final Decree of Divorce (although approximately one month after the filing of Brenda's Motion to Set Aside Divorce) and remains married to the present time, the same rationale applies.

This *Rounsaville* court's reasoning is a continuation of that set forth in *Stanley v. Stanley*, 29 So.2d 641 (Miss. 1947), in which the Mississippi Supreme Court ruled that a complaint seeking to set aside a divorce rendered some fifty years after the appellee's remarriage was demurrable on the ground of laches. Although Bobby's remarriage has not yet lasted fifty years and no children have been born, the fact remains that Bobby has remarried and remains so to the present date. To set aside his 1999 divorce would delegitimize his subsequent marriage and subject his present wife to undeserved scandal.

In addition, the first page both of the parties' original Property and Settlement Agreement (ARE 2) presented by them to chancellor and filed on September 08, 1999, and their Amended Settlement Agreement (ARE 3) presented by them to the chancellor and filed on November 18, 1999, the following language is set forth:

> NOW, THEREFORE, Husband and Wife, in contemplation of a divorce being granted them under the provisions of Miss. Code (1972), as amended and annotated, §93-5-2, upon the grounds of irreconcilable differences and as required thereby, do hereby make this written agreement **which they consider adequate and sufficient for complete and final property rights existing between them**, and hereby covenant one with the other as follows... (emphasis added)

The chancellor, by specific reference to the said Agreements, stated on Page Two of the Final Decree of Divorce (ARE 4) that: "...the First Amended Property and Separation Agreement filed in this matter is ratified, adopted and incorporated and is attached to the Final Decree of Divorce as Exhibit "A" and made a part hereof by reference." As such, even though the said Decree itself did not specifically use the words "adequate and sufficient" with reference to the said Amended Settlement Agreement (ARE 3), the ratification, adoption and incorporation wording used directly assimilated and approved the parties' representation and stipulation to the chancellor that the property settlement was, indeed, adequate and sufficient. For either party to be allowed to aver, particularly some five years after the entry of the divorce, that the Court made no specific finding that the property settlement was adequate and sufficient when both parties stated on oath in the Amended Settlement Agreement (ARE 3) that the said Agreement was, indeed, adequate and sufficient, would be itself legitimization of a fraud on the court. In addition, the three major assets that the parties' owned at the time of their divorce, their farm, chicken houses and store were, in fact, specifically identified in the said Agreement.

The Mississippi Supreme Court has repeatedly and uniformly ruled that technical violations of statutory language by chancellors, including even the granting of a divorce with the complete lack of child custody, child support and property settlement agreements as in *Rounsaville*, *Id.* at 911, while error are merely harmless error without a showing of prejudice by appellant. Because Brenda has neither shown nor pled prejudice, the failure of the chancellor to recite the magic words "adequate and sufficient" is procedural in nature and harmless error.

II.

Although no financial declarations were provided by either party to the other as required by Rule 8.05 of the Uniform Chancery Court Rules, the lower court did not err either in 2005 or 2006 by refusing to set aside the parties' 1999 divorce because both Bobby and Brenda specifically identified all their major assets in their Amended Separation Agreement and because neither of them has alleged any hiding of assets by the other.

Rule 8.05 of the Uniform Chancery Court Rules requires, *inter alia*, that "...each party...shall provide the **opposite party or counsel**, if known, the following disclosures..." (emphasis added).

Rule 8.05 also requires, *inter alia*, that "The failure to observe this rule, without just cause, shall constitute contempt of Court for which the Court shall impose appropriate sanctions and penalties."

In the instant case, it is undisputed that neither Bobby nor Brenda provided the other with a Rule 8.05 disclosure statement. The chancellor excused neither party from such requirement. As such, both Brenda and Bobby are subject to the chancellor's sanctions and penalties for contempt of court. But the setting aside of an eight year old divorce decree is not an equitable sanction, particularly since neither party complied, Bobby has remarried, and Brenda has alleged no prejudice such as hidden assets.

In *Kalman v. Kalman*, 905 So.2d 760, 764 (Miss. 2004), in which neither the appellant nor the appellee complied with Rule 8.05, the Mississippi Supreme Court stated that the appellee, by not disclosing his lottery winnings of 2.5 million dollars, perpetrated a fraud on the court by failing to disclose accurate financial information. But the relief granted by the Court was not the setting aside of the divorce but remand for appropriate sanctions and penalties including whether or not appellee's lottery winnings were marital property.

The purpose of Rule 8.05 is to provide each of the parties with relevant information pertaining to property matters. Because Rule 8.05 does not specifically require that the chancellor be provided with such information, it necessarily puts on the parties the responsibility of providing to the chancellor relevant financial information. As such, a specific allegation by one party about nondisclosure of such information by the other party should be required. Absent that allegation, the chancellor has no way to determine whether or not the property distribution is, in fact, adequate and sufficient.

In *Kalman*, the intentional withholding by appellee of information regarding 2.5 million dollars worth of assets, whether or not the assets are marital assets subject to equitable distribution, can certainly be classified as perpetuating a fraud on the court.

But *Kalman* can be distinguished from the case at bar. In *Kalman*, appellant's pleadings allege that appellee not only failed to comply with Rule 8.05 in general but also specifically hid from the Court's knowledge his 2.5 million dollar lottery winnings. In the case at bar, no such specific allegation of hidden assets is set forth by Brenda. While neither Brenda nor Bobby specifically complied with Rule 8.05, all their assets were nevertheless specifically identified in their Amended Settlement Agreement (ARE 3). No assets were hidden or are alleged to have been hidden. Neither Brenda nor Bobby perpetrated a fraud on the court by hiding property.

Bobby and Brenda were married to each other for almost fifteen years. During that time, both Bobby and Brenda were actively involved with the parties' finances. All assets were in their names jointly. Although neither Brenda nor Bobby complied with the Rule 8.05 requirement that they give each other the required specific financial information, such information was readily known by and available to each of them. The parties' three major assets, the homestead, the farm with chicken houses, and the convenience store, were specifically identified in their Amended Settlement Agreement (ARE 3). Even though their failure to comply with Rule 8.05 was a

violation, it was merely a technical procedural violation under the facts of the case at bar because each party had ready access to any and all financial information. Brenda was as informed about Bobby's finances as Bobby was about hers.

Unlike in *Kalman,* during the approximately five years between the parties' divorce (ARE 4) and Brenda's filing of her Motion to Set Aside Divorce (ARE 5), she obviously discovered no specific instance of Bobby having withheld relevant financial information that would have changed the scope of the Amended Settlement Agreement since no such allegation is contained in the said Motion. And no amendment to the Motion has been filed since the September 17, 2004, filing of Brenda's Motion.

Brenda has failed to allege any withholding by Bobby of financial information about assets that should have been disclosed in the Rule 8.05 disclosure statements. Although Rule 8.05 leaves it to the Court's discretion to determine and impose appropriate sanctions and penalties, if any penalty or sanction is appropriate, setting aside the divorce eight years after the fact and after Bobby has remarried is not one of them. Setting aside the divorce would be grossly inequitable under the facts of this case.

III.

Because the First Amended Property and Separation Agreement was fair and equitable, because Brenda freely and voluntarily signed and entered into the said Agreement, and because Brenda's 2004 filing of her Motion to Set Aside Divorce was not timely as required by Rule 60 of the Mississippi Rules of Civil Procedure, the lower court did not err in refusing to set aside the 1999 divorce.

Brenda errantly avers that the lower court erred by not setting aside the divorce because the Amended Settlement Agreement (ARE 3) was neither fair nor equitable and that it resulted

from overreaching on Bobby's part. Because Brenda's Motion to Set Aside Divorce (ARE 5) did not set forth any pleading alleging overreaching, this Court should refuse to speak to that issue. But out of an abundance of caution, Bobby will offer his refutation of Brenda's allegations of overreaching.

As an example of purported overreaching, Brenda alleges that on June 15, 1999, when the Joint Bill for Divorce (ARE 1) was filed, she was under the care of a doctor because of mental problems. As such, Brenda states that she was not competent to consent to either the Joint Bill for Divorce (ARE 1) or the Property and Separation Agreement. (ARE 2) She also asserts that Bobby hired his attorney to prepare the divorce documents, that Brenda received no alimony, support, or other property division, and that the Amended Settlement Agreement (ARE 3) was otherwise one-sided. These allegations do not comport with the actual facts as they existed at the time of Brenda and Bobby's divorce.

Brenda presents *Lowery v. Lowery*, 919 So.2d 1112 (Miss. App. 2005) as authority for her claim that the Amended Settlement Agreement (ARE 3) was neither fair nor equitable. Yet *Lowery* is clearly distinguishable from the present case because Brenda did, in fact, receive adequate consideration for her property interests.

It is correct that Brenda did not receive any alimony or support under the terms of the Amended Settlement Agreement. (ARE 3) She did, however, receive remuneration for her interest in the real property owned by the parties at the time of their divorce. That interest consisted of Bobby's payment of the substantial joint debt on the parties' real property at the time of their divorce.

Paragraph 1(a) of the Amended Settlement Agreement (ARE 3) not only gives ownership of the parties' homestead, chicken farm and surrounding acreage, and convenience store to

Bobby, it requires that Bobby pay the debt on all such property. Such debt, for which Brenda was jointly responsible, amounted to several hundred thousand dollars.

In December of 2003, Bobby paid off the debt on the homestead in the amount of $95,000.00 that had been his and Brenda's jointly. In September of 2005, Bobby sold the store and gave $33,000.00 of the $55,000.00 sales proceeds to Brenda. And in October of 2006, Bobby refinanced the debt on the chicken farm, along with other debt that he accrued after his divorce from Brenda, in the approximate amount of $1,200,000.00. All debt for which Brenda had been jointly liable pertaining to the homestead and the chicken farm was either paid or refinanced by Bobby. Brenda was not a signatory to that refinancing or otherwise in any manner liable therefor.

While it is correct that under the terms of the Amended Settlement Agreement (ARE 3) Brenda did not receive ownership rights to the homestead, store, or the chicken farm and adjoining acreage, she did receive adequate consideration for her conveyance of all such property to Bobby. In other words, her interest in the homestead chicken farm which, at the time of their divorce, consisted of debt, was purchased by Bobby. Brenda did not convey her interest in the property to Bobby little or no consideration. Bobby's payment or refinancing of Brenda's debt without requirement of Brenda being a signatory and thereby responsible amounted to adequate consideration for Brenda's conveyance of the property to him. As such, Brenda did receive an adequate and sufficient property division. There was no overreaching by Bobby.

Because there was no fraud or overreaching by Bobby and because no other reason alleged by Brenda justifies relief from the divorce, the Court was correct in dismissing Brenda's Motion to Set Aside Divorce (ARE 5) that was filed on September 17, 2004, approximately five years after the June 15, 1999, date on which the divorce order (ARE 4) was entered. The provisions of Rule 60 of the Mississippi Rules of Civil Procedure require such a dismissal.

IV.

Because Bobby and Brenda did not live together after their divorce and because Brenda made no substantial contribution to any joint accumulation of property by Bobby and her, the lower court did not err in refusing to grant to Brenda a property division based on equitable distribution of the non-existent post-divorce accumulation of assets.

After the parties' 1999 divorce, Brenda intermittently visited Bobby. During those occasional visits, Brenda did no work pertaining to the operation of Bobby's chicken farm. Brenda made no substantial contribution during that time to the accumulation of property by her, Bobby, or both of them jointly.

Brenda refers to *Jernigan v. Jernigan*, 697 So.2d 387 (Miss. 1997) as authority for her bare allegation that she is entitled to an equitable distribution. *Jernigan* requires that Brenda must have made

substantial contributions to the accumulation of property. Brenda made no such contributions.

Brenda also refers to *Pickens v. Pickens*, 490 So.2d 872 (Miss. 1986) as additional authority for her bare allegation that she and Bobby accumulated property during the five years subsequent to their divorce. *Pickens* requires joint efforts through which real or personal property were accumulated. No such joint efforts or joint accumulation occurred. Brenda was simply an occasional guest with no chores and no other responsibilities. Because no joint efforts existed, no joint accumulation occurred. As such, an equitable distribution is not proper or required.

CONCLUSION

Although the lower court's Final Decree of Divorce did not include the specific wording "adequate and sufficient", such omission was merely procedural in nature. Brenda suffered no prejudice under the facts of this case. As such, equity does not require that the Decree be set aside.

Because the parties' had complete knowledge about their various assets and set them forth with specificity in the First Amended Property and Separation Agreement, their failure to specifically comply with the form requirements of Rule 8.05 of the Uniform Chancery Court Rules, while perhaps making them contemnors, does not require or justify setting aside their divorce, particularly since no allegation of hidden assets is put forth by either party and because Bobby has remarried. To do so would delegitimize his subsequent marriage and subject his present wife to undeserved scandal.

Brenda was treated fairly and equitably under the provisions of the parties' First Amended Property and Separation Agreement. She received adequate and sufficient consideration for the property that she voluntarily and knowingly conveyed to Bobby. As such, neither the divorce nor the Separation Agreement should be set aside.

Bobby and Brenda did not live together after their divorce. As such, Brenda made no substantial contribution to the joint accumulation of property by Bobby and her after their divorce. The lower court did not err by refusing to grant to Brenda a property division based on the doctrine of equitable distribution.

Because Brenda did not file her Motion to Set Aside Divorce or in the Alternative for Equitable Distribution until September 17, 2004, almost five (5) years after her November 18, 1999, divorce from Bobby, the lower court correctly dismissed Brenda's Motion to Set Aside

Divorce or in the Alternative for Equitable Distribution because it was not timely filed as per the requirements of Rule 60 of the Mississippi Rules of Civil Procedure and because of laches.

For the reasons set forth herein above, Bobby requests that this Court will enter its order affirming the order of dismissal as entered by the Chancery Court of Lawrence County, Mississippi.

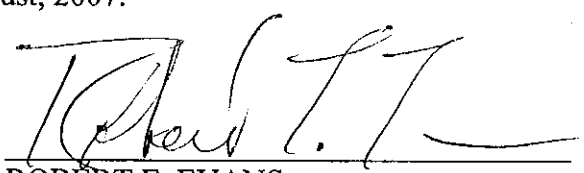
CERTIFICATE OF SERVICE

This is to certify that I, the undersigned attorney at law, have this date served each of the persons identified herein below with a true copy of the above and foregoing Appellee's Brief by putting said Brief in the U.S. mail in envelopes with adequate prepaid first class postage affixed thereto and addressed as follows:

Hon. Larry Buffington
Chancery Judge
P.O. Box 924
Collins, MS 39428

Hon. Renee M. Porter
Attorney at Law
P.O. Box 982
Columbia, MS 39429

SO CERTIFIED on this, the 13th day of August, 2007.



ROBERT E. EVANS
Attorney at Law
P.O. Box 636
540 E. Broad Street
Monticello, MS 39654
(601) 587-0615
(601) 587-0623 [fax]
BobEvansLaw@gmail.com
MB# [redacted]
Attorney for Appellee