

IN THE SUPREME COURT OF THE STATE OF MISSISSIPPI

H. L. MERIDETH, JR.

APPELLANT/PLAINTIFF

V.

CAUSE NO. 2006-CP-02135

PHILIP T. MERIDETH, M.D.

APPELLEE/DEFENDANT

---

APPEAL FROM THE CHANCERY COURT  
OF  
MADISON COUNTY, MISSISSIPPI

CAUSE NO. 2006-147

---

BRIEF OF APPELLANT

---

SUBMITTED BY:

H. L. Merideth, Jr., Esq. (MSB # [REDACTED])  
407B W. Parkway Place  
Ridgeland, MS 39157  
601-856-7799 Telephone  
601-856-6112 Facsimile  
Appellant

IN THE SUPREME COURT OF THE STATE OF MISSISSIPPI

H. L. MERIDETH, JR.

APPELLANT/PLAINTIFF

V.

CAUSE NO. 2006-CP-02135

PHILIP T. MERIDETH, M.D.

APPELLEE/DEFENDANT

**CERTIFICATE OF INTEREST PERSONS**

The undersigned counsel certifies that the following persons have an interest in the outcome of this case.

These representations are made so that the Justices of The Supreme Court may evaluate possible disqualifications:

H. L. Merideth, Jr.  
2080 Highway 1 South  
Greenville, MS 38701

Philip T. Merideth, M.D.  
1525 Meadowbrook Rd.  
Jackson, MS 39211

D. James Blackwood, Jr., MSB # [REDACTED]  
Copeland, Cook, Taylor and Bush  
1062 Highland Colony Parkway  
Ridgeland, MS 39157  
Attorneys for Philip T. Merideth, M.D.

## TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Statement of the Issue	1
Reference to Parties	1
Reference to Record	1
Statement of the Case	1
Summary of Litigation between Sonny and Philip	2
Summary of the Argument	3
Applicable Law	3
Standard of Review	4
Facts	5
Argument	9
Sanctions Cannot Be Imposed Against a Prevailing Party	9
Sanctions Cannot Be Awarded After the Litigation is Concluded	10
The Consent Judgment Constitutes a Contract	11
Estoppel	11
Estoppel by Silence	11
Estoppel by Contract	12
Conclusion	13

## TABLE OF CASES

<u>Description</u>	<u>Page</u>
The Litigation Accountability Act §11-55-5 (1) et. seq., Miss. Code Ann, 1972	3, 4, 9
Mississippi Statute of Frauds, §15-3-1 Miss. Code Ann., 1972	9
M.R.C.P. 11	3, 4, 9, 10
<i>Chantey Music Pub. Inc. v. Malaco Inc.</i> , 2004-CA-01581-SCT (¶11), 915 So. 2d 1052, 1055 (Miss. 2005)	11
<i>Estate of Ladner v. Ladner</i> , 2002-CA-01705-SCT (¶15), 909 So. 2d 1051, 1055 (Miss. 2004)	4
<i>Foster v. Ross</i> , 2000-CA-01741-SCT (¶13), 804 So.2d 1018, 1022 (Miss. 2002)	4
<i>Guthrie v. Guthrie</i> , 233 Miss. 550, 557, 102 So. 2d 381, 383 (Miss 1958)	11
<i>McInnis v. Southeastern Automatic Sprinkler Co.</i> 233 So. 2d, 219, 221 (Miss. 1970)	13
<i>Old Equity Life Ins. v. Jones</i> , 217 So.2d 648, 650 (Miss. 1969)	12
<i>Randolph v. Lambert</i> , 2004-CA-02169-COA (¶8), 926 So. 2d 941, 944 (Miss. App. 2006)	10, 11
<i>R.C. Construction Co. v. National Office Sys.</i> 662 So. 2d 1253, 1255 (Miss. 1993)	12
<i>Serv. Elec. Supply Co. v. Hazlehurst Lumber Co.</i> , 2004-CA-02135-COA (¶23), 932 So. 2d 863, 870 (Miss. App. 2006)	13
<i>Smith v. Malouf</i> , 2000-CA-00465-SCT (¶10), 826 So. 2d 1256, 1259 (Miss. 2002)	13
<i>State Dep't of Human Servs. v. Shelby</i> , 2000-CA-00033-SCT (¶32), 802 So.2d 89, 96 (Miss. 2001)	4
<i>Taylor v. Taylor</i> , 2001-CA-01097-SCT (¶16), 835 So. 2d 60, 65 (Miss 2003)	13
<i>Tricon Metals &amp; Services, Inc. v. Topp</i> , 537 So. 2d 1331, 1335 (Miss. 1989)	4

### **STATEMENT OF THE ISSUE**

1. The only issue on this appeal is whether the trial court erred in imposing sanctions and awarding attorney's fees and expenses to the appellee, Philip T. Merideth, in the amount of Eighteen Thousand Seven Hundred and Sixty Four Dollars (\$18,764.00).

### **REFERENCES TO PARTIES**

2 The appellant, plaintiff, H. L. Merideth, Jr., will be referred to herein as "Sonny." The appellee/defendant, Philip T. Merideth, M.D., will be referred to as "Philip," which are the same identities used by the trial court. M.R.A.P. 28(d)

### **REFERENCE TO RECORD**

3. Citation or references to the record prepared by the clerk will be referred to as "C" followed by the reference to the page of the record. References to the court reporter's transcript will be referred to as "C.R." followed by the page number. References to the record excerpts will be referred to as "R.E." followed by the page number. The record excerpt page numbers are located in or near the left margin at the bottom of each page.

### **STATEMENT OF THE CASE**

4. Sonny filed an action in The Chancery Court of Madison County against Philip on February 21, 2006, seeking to cancel and set aside a Deed from Sonny to Philip and/or for damages. The case was settled. Philip conveyed his interest in the property to a third party pursuant to a contract between the third party, Sonny, Philip and his brother, David. The case was settled on May 31, 2006. Philip, during negotiations, asked for attorney's

fees and expenses, which Sonny refused to pay. Philip filed a Motion for Sanctions and Injunctive Relief on August 29, 2006.

### **SUMMARY OF LITIGATION BETWEEN SONNY AND PHILIP**

5. It would help this court in interpreting the trial court's opinion to explain the litigation between Sonny and Philip referred to by the trial court.

6. The first action by Sonny against Philip was filed on October 31, 2005, in The Chancery Court of Madison County, referred to as Merideth I, wherein Sonny sought a Declaratory Judgment adjudicating that his Last Will and Testament dated April 20, 2005, was legally valid. Philip did not contest the case. The court entered a Final Judgment on October 26, 2005, granting Sonny the relief prayed for, i.e. the Will was legally valid.

7. The second action (Merideth II) is the case now before the court. The Complaint was filed on February 21, 2006, to resolve a dispute about the sale of land in Madison County, Mississippi. Philip was represented by the Copeland Cook law firm. The case was settled by an Escrow Agreement, a Consent Judgment that was approved by the parties but not entered by the court pursuant to the Escrow Agreement, and an Agreed Order of Dismissal with Prejudice that was approved by Sonny but not entered by the court. Sonny prevailed in this action. Philip deeded his interest in the lands for Two Hundred Forty Three Thousand Ninety Dollars and Sixty Three Cents (\$243,090.63) to a third party pursuant to a contract with the third party.

8. Sonny filed a Complaint against Philip on July 24, 2006, in the Chancery Court of Hinds County, Mississippi, on a Promissory Note signed by Philip and payable to Sonny that was not paid when due. This case will be referred to herein as Merideth III.

### **SUMMARY OF THE ARGUMENT**

9. The facts and the law do not support the imposition of sanctions and the award of attorney's fees and expenses for the following reasons, to wit:

- (1) Sonny was the prevailing party in Merideth II and sanctions cannot be imposed against a prevailing party;
- (2) A Motion for Sanctions for Attorney's Fees and Expenses must be filed in the action and not after the litigation is concluded. The Motion for Sanctions was filed long after Merideth II was settled;
- (3) A Consent Judgment was prepared and signed by the parties and Philip's attorney and placed in Escrow with the Chancery Clerk to be presented to and entered by the court in the event Philip should default under the terms of the settlement. The Consent Judgment constituted a contract between Sonny and Philip. Attorney's fees and expenses were discussed during settlement. It is admitted that Sonny refused to pay any attorney's fees; and
- (4) Philip should now be estopped because (1) he impliedly accepted the conditions upon which Sonny conveyed the lands to Philip, and (2) the totality of the settlement constituted representations by Philip to Sonny, upon which Sonny relied, and Philip should not now be permitted to claim any relief from Sonny in addition to the terms of the settlement.

### **APPLICABLE LAW**

10. The trial court imposed sanctions under The Litigation Accountability Act §11-55-5 (1) et. seq., Miss. Code Ann. 1972, and under M.R.C.P. 11 (C.184-188, R.E. 3-7)

11. The pertinent parts of §11-55-5 (1) reads as follows, to wit:

(1)...in any civil action commenced..., the court shall award, as part of its judgment...reasonable attorneys fees and cost against any party or attorney if the court...finds that an attorney or party brought an action...that is without substantial justification or that the action... was interposed for harassment..."(emphasis added) (R.E. 21)

12. Sanctions may be imposed under §11- 55-5 if the court finds that a party filed a frivolous motion or pleading without substantial justification. *State Dep't of Human Servs. v. Shelby*, 2000-CA-00033-SCT (¶32), 802 So.2d 89, 96 (Miss. 2001).

13. M.R.C.P. 11(b) provides as follows, to wit:

"(b)...if any party files a...pleading which, in the opinion of the court, is frivolous or is filed for the purpose of harassment or delay, the court may order such party...to pay the opposing party...the reasonable expenses incurred by such party...including reasonable attorneys fees." (R.E. 26)

14. This court has held that a pleading is frivolous under M.R.C.P. 11 if the pleader or movant has no hope of success. *Tricon Metals & Services, Inc. v. Topp*, 537 So. 2d 1331, 1335 (Miss. 1989).

### STANDARD OF REVIEW

15. The imposition of sanctions raises a question of law and the standard of review is *de novo*. *Estate of Ladner v. Ladner*, 2002-CA-01705-SCT (¶15), 909 So. 2d 1051, 1055 (Miss. 2004). In reviewing an award of sanctions under the Litigation Accountability Act, the appeal court is limited to whether the trial court abused its discretion. *Foster v. Ross*, 2000-CA-01741-SCT (¶13), 804 So.2d 1018, 1022 (Miss. 2002).<sup>1</sup>

---

<sup>1</sup> These cases appear in conflict unless *Ladner* addressed the initial question of the imposition of sanctions and *Foster* addresses the amount of any sanctions.



## FACTS

16. The lands in question consist of sixty (60) acres located on Livingston Road in Madison County, Mississippi, that were purchased by Sonny on June 29, 1995, for Three Hundred and Ten Thousand Dollars (\$310,000). (C. 2 par. 5, 30 par. 5, R.E. 27-28)

17. It was clear in the beginning, and before the lands were purchased by Sonny, that Sonny would give the east twenty (20) acres to Philip and his brother, David, to be divided equally between them for the purpose of each constructing a residence on said lands. Sonny would then sell the remaining forty (40) acres to recapture all or part of his investment. (C. 191-200, R.E. 29-38)

18. The substance of a letter from Sonny to Philip and David dated August 29, 1994, reads as follows, to wit:

“I just signed a Contract for \$310,000.00 on the 60 acres on Livingston Road. However, I do not know at this point if the seller is interest at this price.

If I should be successful in purchasing this property, I can see where there could be a misunderstanding about sites for residences. I therefore want to caution everyone against toying with the idea about a particular site. This will of necessity have to be done by mutual agreement or by drawing numbers out of a hat.

Finally, I am interested in this property only if each of you plan to build your residence on it within a few years and, of course, this is assuming that each of you will be permanently located in the Jackson area.” (emphasis added) (C. 196, R.E. 34)

19. Sonny purchased said lands on June 29, 1995, (C. 2, 30, R.E. 27-28)

20. Another letter speaking to the question of a residence being located on the premises is a letter from Sonny to David with a carbon copy to Philip dated September 29, 1995, that reads in part as follows, to wit:

...

"Finally, during the holiday season I suggest that you and Philip in joint conference with your mother make known to her that, if the need arises, there will be made available to her at no cost, suitable acreage for her life on which to construct a residence. She probably has, and I am certain that she will in the foreseeable future, give some thought as to where she might live in the event she should survive Clarke. I know it would be a comfort to her now to know that if the need arises she will have the option of being near each of you." (C. 199-200, R.E. 38)

...

21. Sonny wrote to Philip on February 26, 1996, and inquired which half of the east twenty (20) acres he preferred. (C. 198, R.E. 36)
22. Sonny, by Deed dated December 16, 1998, gave to Philip and David an undivided interest in the east twenty (20) acres of this sixty (60) acre track. (C. 84, R.E. 39)
23. Philip did not build a residence as contemplated on his part of the lands, but instead acquired a residence at 1525 Meadowbrook Road, Jackson, Mississippi. (C. 2 par. 8, C. 30 par. 8, R.E. 27-28)
24. Sonny entered into a written contract with a developer on January 7, 2006, to sell the west forty (40) acres for Eight Hundred Thousand Dollars (\$800,000). (C. 2 par. 9, C. 30 par 9, R.E. 27-28) This contract was conditioned upon Philip and David also selling to the developer their twenty (20) acres for Four Hundred Thousand Dollars (\$400,000). (C. 20-24, C. 24 par. 10, R.E. 40-44 par. 10) David signed the contract as to the twenty (20) acres on January 23, 2006. (C. 22, 24, R.E. 42,44) There were then discussions and negotiations between Philip and David, and Sonny and Philip. Philip wanted to net, after taxes, Two Hundred Thousand Dollars (\$200,000.00) for his undivided ten (10) acres. (C. 16-19, R.E. 45-48)

25. Because of Philip's attitude and lack of cooperation in Merideth I, Sonny, on February 21, 2006, filed the Complaint in Merideth II against Philip in the Chancery Court of Madison County. (C. 1, R.E. 49)

26. Philip, by memo to David and Sonny, dated March 5, 2006, said that;

...

"I intend to sign the contract for the sale of the Livingston Road land after receiving confirmation that:

1. All pending litigation regarding my share of the Livingston Road land has been dismissed with prejudice and expungement on motion of the plaintiff. (emphasis added)
2. My share of the proceeds of the Livingston Road land sale will be \$200,000 net, after all taxes and other costs incident to the sale are paid.
3. There is an agreement that my share of the 160 acres of land near Drummond, Idaho, will be disposed of promptly by sale without litigation or threat thereof, at an agreed price not less than fair market value, by my sale to David Merideth on amicable terms, or by prompt sale of the entire 160 acres by David Merideth and me to a person unrelated to us by blood or marriage." (C. 16, R.E. 45)

...

27. Sonny accepted Philip's conditions by letter to Philip dated March 8, 2006. (C. 17-18, R.E. 46-47)

28. Philip signed the contract on March 26, 2006. (C. 22, 24, R.E. 42, 44)

29. Sonny then prepared an amendment dated April 4, 2006, to the contract of sale with the developer agreeing to pay Philip Two Hundred Forty Three Thousand Ninety Dollars and Sixty Three Cents (\$243,090.63) for his undivided interest in the lands. Sonny agreed to pay Philip's capital gain tax in the amount of Forty Thousand Ninety Dollars and Sixty Three Cents (\$43,090.63) from Sonny's portion of the sales proceeds from the land so that Philip would net Two Hundred Thousand Dollars (\$200,000) after taxes. (C. 18, 25, R.E. 47, 50)

30. Philip employed the firm of Copeland, Cook, Taylor and Bush on May 19, 2006.

(C. 26, R.E. 51)

31. Settlement was then discussed and resulted in<sup>2</sup>:

(1) An Escrow Agreement dated June 1, 2006, signed by Philip and approved by his attorney whereby Philip executed a Deed to his interest in the subject property and deposited the Deed with the Chancery Clerk of Madison County as his agent to be delivered by the agent on receipt of a Cashier's Check in the amount of Two Hundred Forty Three Thousand Ninety Dollars and Sixty Three Cents (\$243,090.63). (C. 120, R.E. 52)

(2) A Consent Judgment was signed by Sonny, Philip and his attorney. (C. 123-125, R.E. 53-55) Under the Escrow Agreement, this Consent Judgment was to be presented to the court in the event Philip breached his contractual obligations to convey his interest of the property to the broker. (C. 123-125, R.E. 53-55)

(3) An Agreed Judgment of Dismissal with Prejudice was prepared by Philip's attorney and approved by Sonny. (C-156, R.E. 56)

(4) Philip's attorney admitted to the court that the case was settled. (C.R. 10, lines 8-11, R.E. 57)

32. Philip's attorney discussed with Sonny, during the negotiations leading to the Consent Judgment, the question of Sonny paying Philip's attorney's fees and expenses. Sonny refused to pay any attorney's fees or expenses. (C.R. 9 lines 23-29, R.E.58) The Consent Judgment in paragraph 13 provided "that all costs herein have been paid, no additional cost to the party shall be assessed." (C. 125 par. 13, R.E.55)

---

<sup>2</sup> Remember at this point, Philip had already signed the contract. There was no settlement to discuss - only the mechanics for closing the sale remained undecided.

33. The sale of the lands was closed with the broker on or about July 18, 2006. (C. 121, R.E. 59)

34. Sonny filed Merideth III on July 24, 2007. (C. 132, R.E. 60)

35. Philip then filed on August 24, 2007, in Merideth II, a Motion to Dismiss and for Sanctions. (C. 133, R.E. 61)

36. Philip's attorney admitted to the trial court in argument that the Motion for Sanctions in Merideth II was filed because Sonny filed Merideth III. (C.R 68-69 lines 1-15, R.E. 63)

37. The trial court held that the Deed to Philip and David was unconditional and Merideth II was filed without merit or without substantial justification because Sonny's claim was barred by the Mississippi Statute of Frauds, §15-3-1 Miss. Code Ann., 1972. The court awarded reasonable attorney's fees and costs pursuant to M.R.C.P. 11(b) and the Mississippi Accountability Litigation Act, §11-55-5 (1) Miss. Code Ann. 1972, in the amount of Eighteen Thousand Seven Hundred Sixty Four Dollars (\$18,764.00) (C. 234-236, C. R. 94-95, R.E.14-16)

### **ARGUMENT**

#### **SANCTIONS CANNOT BE IMPOSED AGAINST A PREVAILING PARTY**

38. Sonny was the prevailing party. Sanctions cannot be imposed on a prevailing party.

39. Philip executed the Deed, and pursuant to the Escrow Agreement, deposited the Deed with an agent for delivery when he was paid the consideration for the lands. (C. 120, R.E. 52) A Consent Judgment was prepared and approved by the parties. (C. 123-

125, R.E. 53-55) The Consent Judgment was deposited with the agent to be presented to the court if Philip should default in the performance of the Escrow Agreement. (C. 123-125, R.E. 53-55) An Order of Dismissal with Prejudice was also prepared by Philip's attorney at the same time the Escrow Agreement and Consent Judgment were prepared. (C. 156, R.E. 56) The Order of Dismissal was approved by Sonny and, according to Sonny, was returned with the Escrow Agreement and the Deed. (C.R. 40 (line 28), 41 R.E. 64-65) Philip's attorney said he did not receive the Order of Dismissal with Prejudice, but did not deny that Sonny returned the Order of Dismissal to him. (C.R. 41 line 21-24, R.E. 65)

40. Attorney's fees and expenses may be awarded under the Litigation Accountability Act to the prevailing party. *Randolph v. Lambert*, 2004-CA-02169-COA (¶8), 926 So. 2d 941, 944 (Miss. App. 2006). Philip was not the prevailing party.

**SANCTIONS CANNOT BE AWARDED AFTER THE LITIGATION IS  
CONCLUDED**

41. The Escrow Agreement, Consent Judgment, Deed and Order of Dismissal with Prejudice by their collective terms show intent to settle the litigation. (C. 120, 123-125, 156, R.E. 2-56) These documents are dated June 1, 2006. (C. 120, R.E. 52) Philip's attorney admitted to the court that Merideth II was settled at this point. (C.R. 10 lines 8-11, R.E. 57) Philip's Motion for Sanctions was not filed until August 29, 2006. (C. 44, R.E. 66).

42. The Court of Appeals has held that any claim under §11-55-5 (1) Miss. Code Ann., 1972, must be a part of the Judgment and not a separate action. *Randolph v.*

*Lambert*, 2004-CA-02169-COA (¶¶ 11, 12), 926 So. 2d 941, 944 (Miss. App. 2006).

Philip's Motion for Sanctions is the same in substance as a separate action.

### **THE CONSENT JUDGMENT CONSTITUTES A CONTRACT**

43. The Consent Judgment was signed by Philip and approved by his attorney. (C. 123-125, R.E. 53-55) The Consent Judgment, under the law, constitutes a contract and is binding upon the parties. *Guthrie v. Guthrie*, 233 Miss. 550, 557, 102 So. 2d 381, 383 (Miss 1958). A Consent Judgment signed by the parties meets all the requirements of a settlement document. Settlement agreements are contracts made by the parties. *Chantey Music Pub. Inc. v. Malaco Inc.*, 2004-CA-01581-SCT (¶11), 915 So. 2d. 1052, 1055 (Miss. 2005), (contract law analysis applies to settlement agreements).

### **ESTOPPEL**

#### **ESTOPPEL BY SILENCE**

44. Philip should now be estopped from contending that the Deed from Sonny to Philip for the undivided ten (10) acres was unconditional, and therefore, the statute of fraud applies.

45. It is absolutely clear that the conveyance was conditional on Philip constructing a residence on the property even though the condition was not spelled out in the Deed, and even though Philip never agreed in writing or signed anything agreeing to or acknowledging the conveyance. See quote in letter from Sonny to Philip and David dated August 29, 1994, and a letter from Sonny to David with a carbon copy to Philip dated September 29, 1995, at pages 5-6 of this brief, paragraphs 18, 20. Sonny purchased

the lands on June 29, 1995. (C. 2 par. 5, 30 par. 5, R.E. 27-28) The Deed to Philip and David is dated December 16, 1998. (C. 84, R.E. 39)

46. The Mississippi Supreme Court has recognized that silence may operate as an acceptance sufficient to form a contract where, because of previous dealings, the offeree has given the offeror reason to understand that silence is intended as a manifestation of assent. *R.C. Construction Co. v. National Office Sys.* 662 So. 2d 1253, 1255 (Miss. 1993) The Supreme Court held in *Old Equity Life Ins. v. Jones*, 217 So.2d 648, 650 (Miss. 1969) "The general law on offer and acceptance in this state has long accepted the principle that an acceptance may be implied from the actions of the offeree. The Jones Court cited the Restatement of the Law of Contract, §21 (1932) for the proposition that the manifestation of mutual assent may be wholly, partly by written or spoken words, or by other acts or conduct. *Old Equity Life Ins. v. Jones*, 217 So. 2d 652 (Miss. 1969)

#### ESTOPPEL BY CONTRACT

47. Philip made clear his terms for a sale of the lands in the Memo to Sonny and David dated March 5, 2006. (C. 16, R.E. 45)

48. Those conditions imposed by Philip and under Sonny's control were as follows, to wit:

"I intend to sign the contract for the sale of the Livingston Road land after receiving confirmation that:

1. All pending litigation regarding my share of the Livingston Road property has been dismissed with prejudice and expungement on Motion of the plaintiff. (emphasis added)
2. My share of the proceeds of the Livingston Road sale will be Two Hundred Thousand (\$200,000) after taxes and other costs." (C. 16, R.E. 45)



49. Sonny met or accepted those conditions imposed by Philip that were under his control by letter to Philip dated March 8, 2006. (C. 17, R.E. 46) Sonny approved and delivered an Order of Dismissal with Prejudice prepared by Philip's attorney. (C. 156, R.E. 56) Sonny agreed to pay Philip's taxes on the sale in the amount of Forty Three Thousand Ninety Dollars and Sixty Three Cents (\$43,090.63). (C. 18, 25, R.E. 47, 50)

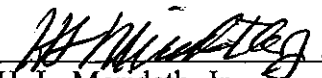
50. The principle that an offeree may be bound by contract when the offeree received a proposal, acted consistently with the proposal, and received the benefits of the proposal was made clear in *McInnis v. Southeastern Automatic Sprinkler Co.* 233 So. 2d, 219, 221 (Miss. 1970)

51. Philip should now be estopped from asking for any relief from Sonny in addition to the terms of the Consent Judgment. (C. 123-125, R.E. 53-55) *Smith v. Malouf*, 2000-CA-00465-SCT (§10), 826 So. 2d 1256, 1259 (Miss. 2002) (Consent Judgment is binding and conclusive); *Taylor v. Taylor*, 2001-CA-01097-SCT (§16), 835 So. 2d 60, 65 (Miss. 2003) (consent judgment acquires incidents of and will be given same force and effect as judgment rendered after litigation); and *Serv. Elec. Supply Co. v. Hazlehurst Lumber Co.*, 2004-CA-02135-COA (§23), 932 So. 2d 863, 870 (Miss. App. 2006) (purpose of promissory estoppel is to forbid one to speak against his own act, representations, or commitments to the injury of one to whom they were directed and who reasonably relied thereon).

### CONCLUSION

52. The Judgment of the trial court should be reversed and the case dismissed.

DATED THIS 16<sup>th</sup> DAY OF JULY 2007.

  
H. L. Merideth, Jr.

## CERTIFICATE OF SERVICE

I, H. L. Merideth, Jr., Appellant, certify that I have this day served a copy of this *Brief of Appellant* on the following persons:

Honorable William J. Lutz  
Chancellor  
P. O. Box 404  
Canton, MS 39046  
(Via U.S. Mail)

D. James Blackwood, Jr., Esq.  
Copeland Cook Taylor & Bush  
P. O. Box 6020  
Ridgeland, MS 39157  
(Via Hand Delivery)

SO CERTIFIED this the 16<sup>th</sup> day of July, 2007.

  
H. L. MERIDETH, JR.