

**IN THE SUPREME COURT OF MISSISSIPPI**

**FRANK L. McWILLIAMS**

**APPELLANT**

**VS.**

**NO. 2007-CA-00170**

**JOHN H. McWILLIAMS,  
AS TRUSTEE OF THE D.  
RIALS McWILLIAMS TRUST,  
AND INDIVIDUALLY; AND,  
D. RIALS McWILLIAMS,  
A MINOR**

**APPELLEES**

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**BRIEF OF APPELLEE, D. RIALS McWILLIAMS, A MINOR**

**ORAL ARGUMENT REQUESTED**

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**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. D. Rials McWilliams, a minor - Appellee/Defendant Below
2. Jane R. Weathersby - Mother, Legal Custodian, and Next Friend of D. Rials McWilliams, a minor
3. Lindsey C. Meador - Attorney for Appellee/Defendant Below
4. Michael L. Knapp - Attorney - Attorney for Appellant/Plaintiff Below
5. John H. McWilliams - Defendant Below
6. Honorable Percy Lynchard, Jr. - Specially Appointed Chancellor for Sunflower County, Mississippi

**THIS, the 22<sup>nd</sup> day of June, 2007.**

  
**LINDSEY C. MEADOR, MSB NO. [REDACTED]**  
Attorney for Appellee

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### Cases

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Crum v. Butler, 601 So.2d 834, 837 (Miss. 1992).

Estate of Mary L. Reid v. Pluskat, 825 So.2d 1 (Miss. 2002)

Greenlee v. Mitchell, 607 So.2d 97 (Miss. 1992)

Hampton v. Gannett, 296 F.Supp.2d 716 (S.D. Miss. 2003)

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Mooney v. Harlin, 622 SW2d 83 (Texas 1981)

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Shippers Express v. Chapman, 364 So.2d 1097 (Miss. 1978).

Suthoff v. Yazoo County Industrial Development Corporation, 722 F.2d. 133 (5th Cir. 1983)

Talbert v. Henderson, 688 F.Supp. 250 (S.D. Miss., 1987)

### Rules and Statutes

Miss. Code Ann. §15-1-49

Miss. Code Ann. §15-1-59

### Secondary Source

118 ALR 199

## **STATEMENT OF THE ISSUE**

Whether the Chancery Court of Sunflower County, Mississippi, committed reversible error in granting summary judgment for D. Rials McWilliams, a minor, on the ground that his father's complaint, seeking to set aside an irrevocable trust and deed he executed in favor of his son, was time-barred by the three year statute of limitations, found at Miss. Code Ann. §15-1-49?

## **STATEMENT OF THE CASE**

On April 23, 1999, Frank L. McWilliams, a practicing attorney and functioning drug addict, was incarcerated in the Sunflower County jail for charges related to breaking and entering the home of a citizen of Sunflower County. While incarcerated on that date, Frank L. McWilliams executed an irrevocable trust and warranty deed naming his son, D. Rials McWilliams, a minor, as beneficiary. These instruments were prepared by Frank L. McWilliams' brother, John H. McWilliams, and backdated to September 14, 1998.

Both the irrevocable trust and warranty deed were filed on the day they were executed (April 23, 1999) as public records in the land records of the Chancery Clerk's office of Sunflower County in Indianola, Mississippi.

After D. Rials McWilliams' mother (Jane R. Weathersby) pursued Frank L. McWilliams for delinquent child support in the spring of 2005, Frank L. McWilliams filed suit against his son, D. Rials McWilliams, on July 25, 2005, seeking to set aside the deed and irrevocable trust on the basis of alleged fraud, undue influence, and/or overreaching. This lawsuit, by father against son, was filed more than six years after the execution of the documents and their filing as public records. The lawsuit was filed more than three years after February 1, 2002, the date by which Frank L. McWilliams admitted that he was fully competent to take care of his own affairs of daily living.

On Motion for Summary Judgment, the Chancery Court of Sunflower County, Mississippi, through the Honorable Percy Lynchard, Jr., Special Chancellor, ruled on November 22, 2006, that Frank L. McWilliams' lawsuit was time-barred pursuant to the three year statute of limitations of Mississippi, and that neither concealed fraud nor unsoundness of mind tolled the statute in favor of the said Frank L. McWilliams' alleged claims.

Hence, the cause was dismissed with prejudice, and on January 24, 2007, Frank L. McWilliams perfected this appeal.

## **STATEMENT OF FACTS RELEVANT TO ISSUE PRESENTED FOR REVIEW**

In this action to rescind a deed and trust agreement on the basis of fraud, if Frank L. McWilliams ever had any rights, it is clear that he slept on those rights and his action is time-barred. On April 23, 1999, Frank L. McWilliams had been a practicing attorney in Sunflower County, Mississippi, for 21 years (August 1977 - to April 1999), and was at the time county prosecuting attorney. He was, however, a functioning drug addict, in that he had suffered from drug addiction for a number of years. R. 194, 332-333.

On the night of April 22-23, 1999, Frank L. McWilliams had broken into the home of a citizen of Sunflower County, Mississippi, and been apprehended by law enforcement. On the morning of April 23, 1999, his brother, John H. McWilliams, also an attorney, approached him in the jail of Sunflower County, Mississippi, concerned about Frank's present and future interest in their parents' estate. John brought with him a warranty deed and trust agreement, both of which had been backdated to September 14, 1998. Frank signed both of these documents, which were later notarized by Jimmy Sherman, an attorney in the McWilliams law office. R. 197-204, 266-268.

Later that same day the documents were filed for record in the land records of the Chancery Clerk's office in Indianola, Mississippi, where they have since remained a matter of public record. R. 163-169. Although Frank L. McWilliams states that he did not know the import of what he was signing on April 23, 1999, he was at the same time able to assist his brother, John, in making the necessary decisions to have himself admitted to a drug



treatment center in South Mississippi, thereby securing his release from the jail facilities in Sunflower County. R. 196-204.

After a period of treatment consisting of approximately 77 days, Frank L. McWilliams was released from the treatment center, and by then had resigned his position as county prosecuting attorney. R. 209-210. Later that year in October of 1999, he would face further problems regarding his behavior of breaking into a person's home, and was subject to an involuntary civil commitment, which resulted in his not being committed. R. 205.

It is noteworthy that in this matter that Frank L. McWilliams has always maintained his law license and been able to practice law, and also always maintained his drivers license privileges in the State of Mississippi, with the brief exception of 90 days for DUI violation, either in 1998 or 1999. R. 218-219.

Although Frank L. McWilliams denies any regular work history for the remainder of 1999 and for the following two years, he states that he did get by with the assistance of his girlfriend. R. 214-219. Frank L. McWilliams admits that on February 1, 2002, he moved to Atlanta, Georgia, to be a defacto custodian and caretaker of his minor son, Rials. This was done with the blessing of his ex-wife, Jane R. Weathersby, in that Rials was enrolled in boarding school and needed the assistance of a parent to live off campus in a more comfortable environment. R.218-228, 332-333.

By his own admission, Frank L. McWilliams did well in managing his affairs and the affairs of his son beginning February 1, 2002, and continuing that calendar year, and through

the summer of 2003. R. 223-228, 330-331, 332-333. He was disappointed when he was not allowed to accompany his son to high school boarding school in Sewanee, Tennessee, but then in the fall of 2003 took a position with the Hinds County Public defenders office, where he has worked since. Id.

Significant to this litigation are the facts that Frank L. McWilliams has never been adjudicated an incompetent, has never received disability payments as a result of dependency on alcohol, drugs, or for mental or emotional problems, and has always been able to practice his profession since his law license has never been revoked or suspended. R. 213, 218-219.

Frank L. McWilliams was not the victim of any fraud, duress, or undue influence on April 23, 1999, when he voluntarily signed the warranty deed and trust agreement. He was a practicing attorney, and had practiced law while dealing with drug addiction for a number of years. He was on the date of signing these documents (April 23, 1999) fully capable in assisting his brother in securing his release to a treatment center in South Mississippi, rather than remaining in jail. R. 196-204.

It was only after his ex-wife, Jane R. Weathersby, forced the issue of his not paying child support and obtained a judgment against in the amount of \$43,750 for back child support that Frank L. McWilliams in the spring of 2005 began to think about attempting to set aside the warranty deed and trust agreement which he had earlier executed. R. 252-254.

Although he denies it, these alleged rights, which he had been sleeping on, did not become important until after he was faced with a lawsuit and judgment for back child support.

Significantly, Frank L. McWilliams did not file suit against his son, D. Rials McWilliams until July 25, 2005, over six years after the execution of the warranty deed and trust agreement on April 23, 1999. R. 5. This was more than three years after February 1, 2002, the date by which Frank L. McWilliams admits that he was fully competent to take care of his own daily affairs and his son's daily affairs. R. 223-228.

All the while, the warranty deed and trust agreement which he claims were the result of fraud, undue influence, or overreaching remained as public records in the county courthouse of the county of his family home, and McWilliams remained an attorney at law with a valid law license.

Simply put, there has never been any genuine issue regarding the material facts that the instruments in question were filed for public record in Attorney McWilliams' home county on April 23, 1999, and remained there for more than six years until he chose to sue his son, after being subjected to a lawsuit and judgment for back child support. The "saving statute", Miss. Code Ann. §15-1-59, is of no avail to him. He was by his own admission absolutely able to take care of his own affairs and his son's affairs from at least February 1, 2002, forward which caused the three year statute of limitations to run at its latest, on February 1, 2005, well before this lawsuit was filed on July 25, 2005.

## **STANDARD OF REVIEW**

The standard of review for an appellate court is de novo, when reviewing a lower court's grant of summary judgment as well as for questions of law regarding application of a statute of limitations. Jackpot Mississippi Riverboat, Inc. v. Smith, 874 So.2d 959 (Miss. 2004).

## **LAW AND ARGUMENT**

The three year statute of limitations in Mississippi, applies to an action to set aside a deed on the basis of fraud. Miss. Code Ann. §15-1-49. “Concealed fraud” may toll the statute of limitations; however, “concealed fraud” will not toll the statute of limitations where the instrument (deed and trust agreement) is recorded as a matter of public record, as was the case here. Unsoundness of mind may also toll the statute of limitations, but in this case, Mr. McWilliams was competent at all relevant times, and this “savings statute” does not apply. Finally, the deed’s alleged defective notice is of no consequence to the validity of the deed. Thus, as a matter of law, the three year statute of limitations in Mississippi began to run on April 23, 1999, the date on which the instruments were recorded.

### **I. The three year statute of limitations applies to an action to set aside a deed on the basis of fraud.**

The general rule is that in a suit brought by a plaintiff to set aside his deed on the ground of its being procured by fraud or undue influence, the statute of limitations relevant to fraud (3 years) rather than the statute for recovery of real property (10 years) applies.

The Annotation at 118 ALR 199, addresses the following issue:

The present annotation is confined to the question of which of two limitation periods, the one having reference to actions to recover real property and the other to sue for relief on the ground of fraud, applies to a suit to set aside a deed for fraud practiced in procuring it. Cases which merely rule that one of those periods of limitation applies to such a suit, without discussing, or ruling upon, the applicability of the other period, are not included in the annotation. “Action by one not in possession of land to cancel deed upon ground of fraud as

within statute of limitations applicable to actions for relief upon ground of fraud, or statute relating to actions for recovery of real property.” 118 ALR 199.

In discussing the different ways in which the courts address this question, the

Annotation states:

A solution frequently regarded as satisfactory is that which proceeds upon the ground that an action is not brought to recover real property within the meaning of the statutes unless the plaintiff has some title, legal or equitable, to the land in question; the theory being that if he does not have any sort of title, but, on the contrary, has conveyed all title to another, his present right is merely that of appealing to a court to set aside his conveyance, and that until and unless such relief is granted he has no cause of action for the recovery of real property.

Thus, the Annotation concludes as follows:

Accordingly, in the majority of jurisdictions wherein the question has arisen, it has been held that, within the meaning of limitation statutes as ordinarily worded, a suit brought by one not in possession of land to obtain a decree setting aside a deed thereof as having been procured by fraud is one for relief on the ground of fraud, rather than an action for the recovery of real property.

Only three (3) recent Mississippi decisions have pointedly discussed the applicability of which of the two (2) statutes [three or ten year] apply to a case to set aside a deed procured on the ground of fraud. They are C.L. Lloyd v. Gibbes, 910 So.2d. 587 (Ct. App. Miss. 2005); O’Neal Steel, Inc. v. Millette, 797 So.2d. 869 (Miss. 2001); and, Suthoff v. Yazoo County Industrial Development Corporation, 722 F.2d. 133 (5th Cir. 1983). All three (3) have held that the three (3) year limitation period applies.

In the Lloyd case, the Mississippi Court of Appeals affirmed the Chancery Court of Hinds County's dismissal of the Plaintiff's Complaint, on the basis of the three (3) year statute of limitations, §15-1-49. Factually, Lloyd had entered into a contract to purchase a deed from Gibbes. When Gibbes determined not to renew Lloyd's lease and put him off the land, Lloyd filed suit in Chancery Court alleging, among other things, that he was entitled to a deed to the tract of land in question. The Court of Appeals, in affirming the Chancery Court's dismissal on the basis of the three (3) year statute of limitations, reasoned that Lloyd (the purchaser) had no real property to recover since title had never vested in him under the contract. When Lloyd attempted to argue that he had met all the obligations of the contract, and thus was entitled to a deed and title, the Court of Appeals noted that the Trial Judge found that the credible evidence was that Lloyd had not done so, and thus had no interest in the real property in question.

The analysis in the Lloyd case, is similar to the above cited analysis in the ALR Annotation. If one does not come into Court with legal title to the land in question or a legal right to possession (such as a written or verbal lease), then the action is not one to recover land. As the Annotation noted, a plaintiff (here, Frank L. McWilliams) is merely appealing to a court to set aside his conveyance, and until and unless that is done, then he has no action for the recovery of real property. Thus, on the analysis utilized in the Lloyd case, Frank L. McWilliams is merely appealing to this Court to set aside his April 23, 1999, conveyance, and until and unless that is done he has no cause of action for recovery of real property.

Turning to the case of O'Neal Steel, Inc. v. Millette, 797 So.2d. 869 (Miss. 2001) where the Supreme Court affirmed the Chancery Court's grant of summary judgment for the Defendant based on the three (3) year statute of limitations, the analysis utilized by the Court was that the judgment creditor (O'Neal Steel) as a judgment creditor did not have a possessory interest in the real property. Similarly, in the instant case Frank L. McWilliams has no possessory interest in the real property. D. Rials McWilliams has a facially valid warranty deed, giving D. Rials McWilliams all of the legal title to the property. Frank L. McWilliams, as noted in the earlier Annotation, is merely appealing to this Court to set aside his April 23, 1999, conveyance, and unless and until that is done, he simply has no title or possession rights to the property in question. Thus, his claim is in essence one of fraud, and subject to the general, three (3) year statute of limitations.

Insofar as the federal authority of Suthoff v. Yazoo County Industrial Development Corporation, 722 F.2d. 133 (5th Cir. 1983), the Fifth Circuit Court of Appeals clearly held in response to the Plaintiff's argument that the action was one to recover land and thus governed by the ten (10) year statute of limitations, that the precise issue was whether the action would be governed by the statute relating to actions for fraud, or the statute relating to actions to recover land. The Court of Appeals sided with the majority view, as referenced in the Annotation, and held that the three (3) year [then six (6) year] limitations regarding fraud was applicable.



Analytically, Frank L. McWilliams had no rights of possession or interest in the land in question. Thus, he has no land to recover, and the statute applicable to adverse possession is not applicable. The ten year statute of limitation applicable to adverse possession, gives one who has legal title or a right of possession the opportunity to recover his land against an adverse possessor, up to ten years. In the instant case, Frank L. McWilliams admits he had nothing to recover, but simply seeks to set aside a conveyance he made as allegedly being fraudulent or unduly influenced.

- A. Fraudulent concealment does not toll the three year statute of limitations in the instant case, where the deed and trust agreement at issue were recorded as a matter of public record.

In Carder v. BASF Corporation, 919 So.2d 258 (Ct. App. Miss. 2005) the Court of Appeals affirmed the Chancery Court of Washington County's granting of a 12(b)(6) motion to dismiss based on the three year statute of limitations found at Miss. Code Ann. §15-1-49. The Carders had alleged that BASF was guilty of price fixing and violation of anti-trust laws. They filed their lawsuit in April of 2003, and claimed they did not learn of BASF's conspiracy and price fixing until 2002. However, the defendant (BASF) introduced an article in the October 7, 1998, issue of The Wall Street Journal showing that its activities had been made a matter of public knowledge. The Court of Appeals, in affirming the Chancellor's dismissal of the Carder's action, held that fraudulent concealment may toll the statute of limitations, but that: "When the information is placed in the public domain, the doctrine of

fraudulent concealment ceases to be applicable. Thus, the Chancellor correctly held that these claims would be time barred.” 919 So.2d at 262.

In O’Neal Steel, Inc. v. Millette, 797 So.2d 869 (Miss. 2001) the Mississippi Supreme Court affirmed the Chancery Court’s grant of summary judgment for the defendant debtor, and held that the plaintiff creditor’s action to set aside a deed by the defendant debtor was barred by the three year statute of limitations, which was not tolled by concealed fraud. In so holding, the Supreme Court of Mississippi stated the following:

The rule of concealed fraud is an exception to the applicable statute of limitations.... However, the rule of concealed fraud cannot apply to matters of public record.... This Court held in Aultman, “[w]here the alleged fraudulent conveyance is recorded, the circumstances are public and the means of finding out the character of the transaction is available. Consequently, the running of the statute of limitations is not prevented.” 797 So.2d at 875.

See also: Mooney v. Harlin, 622 SW2d 83 (Texas 1981) [“A person is charged with constructive notice of the actual knowledge that could have been acquired by examining public records. When evidence of fraud may be disclosed by examination of public records this Court has held limitations will begin to run from the time the fraud could have been discovered by the exercise of ordinary diligence.”].

Assuming for argument that there was “concealed fraud” in the execution of the deed and trust agreement at issue here, even “concealed fraud” cannot serve to toll the statute of limitations where the recorded instruments (deed and trust agreement) were recorded and

remained as public records. Therefore, as a matter of law the three year statute of limitations in Mississippi began to run on April 23, 1999, when the documents were recorded.

- B. The three year statute of limitations is also not tolled by “savings statute” related to unsoundness of mind, where, Mr. McWilliams was competent at all relevant times.

Miss. Code Ann. §15-1-59 reads in pertinent part as follows:

If any person entitled to bring any of the personal actions mentioned shall, at the time at which the cause of action accrued, be under the disability of infancy or unsoundness of mind, he may bring the actions within the times in this chapter respectively limited, after his disability shall be removed as provided by law. However, the saving in favor of persons under disability of unsoundness of mind shall never extend longer than twenty-one (21) years.

The foregoing statute, sometimes referred to as the “savings statute,” tolls the statute of limitations where one is of unsound mind. However, the statute only applies where one’s “mind [is] so unsound or is ... so weak ... or so imbecile, no matter what the cause, that one cannot manage ordinary affairs of life.” See: Hampton v. Gannett, 296 F.Supp.2d 716 (S.D. Miss. 2003); Brumfield v. Lowe, 744 So.2d 383 (Ct. App. Miss. 1999); and, Shippers Express v. Chapman, 364 So.2d 1097 (Miss. 1978).

The “savings statute” is of no avail to Plaintiff, Frank L. McWilliams. The “savings statute” only applies where one’s mental state is tantamount to that of an imbecile, who cannot manage ordinary affairs of life. The Plaintiff relies on the case of Talbert v. Henderson, 688 F.Supp. 250 (S.D. Miss., 1987), for the proposition that the statute should be tolled as to him. In Talbert, the United States District Court for the Southern District of

Mississippi simply held, without any details of fact, that there was a factual issue in that particular case as to whether Henry Talbert was mentally incompetent when he executed the deed of trust which was foreclosed upon.

Here, D. Rials McWilliams' father was not mentally incompetent or an imbecile, as Mississippi law requires, during the time after which he executed the April 23, 1999, deed. The facts are uncontradicted in this case that Frank L. McWilliams maintained a law license, maintained drivers license privileges, and maintained and ran his own household, without being the recipient of any disability benefits or being an inmate at any type institution for the mentally incompetent during the time which the statute of limitations was running. In deposition Frank L. McWilliams admitted that for more than three years prior to his filing suit, he was his own caretaker and the caretaker for his son in Atlanta, Georgia, while his son was in boarding school. He then returned to Mississippi where he resumed his employment as a public defender in the Hinds County, Mississippi, Public Defenders Office. These facts are simply uncontradicted. Frank L. McWilliams' conclusory statements that sometimes he was mentally competent and sometimes he wasn't after April 23, 1999, do not create a genuine issue of material fact.

- C. The narrow exception to the three year statute of limitations the Mississippi Supreme has carved out for "heir cases" is inapplicable in the instant case.

The authorities cited by Frank L. McWilliams are inapposite to the issues before this Court. The case of Estate of Mary L. Reid v. Pluskat, 825 So.2d 1 (Miss. 2002) and the case of Greenlee v. Mitchell, 607 So.2d 97 (Miss. 1992), upon which the case of Estate of Reid,

is based are “heir cases,” where the plaintiff is an heir of the decedent who, during his or her lifetime, was fraudulently or unduly influenced to convey away real property. Likewise, Aultman v. Kelly, 236 Miss. 1, 109 So.2d 344 (1959) was an “heir case” where the grantor’s heirs alleged that their decedent was incompetent at the time he executed the deed conveying real property. Only after the fraudulently or unduly influenced grantor had died, did the heir at law realize the circumstances and bring suit to set aside the deed conveyances. In these limited circumstances, the Mississippi Supreme Court has carved out an exception to the general rule that actions to set aside a deed on the ground of its being procured by fraud or undue influence must be brought within three years.

Here, it must be remembered that Frank L. McWilliams attacks a conveyance he made during his lifetime, on the grounds of alleged fraud. In The Estate of Reid, Greenlee, and Aultman cases, the Mississippi Supreme Court carves out a narrow exception for the heir of a decedent’s estate who attacks a deed on the ground that his predecessor was duped into a fraudulent or unduly influenced conveyance. The Mississippi Supreme Court has construed the statutes and utilized a rationale to give the heir of a deceased person who was fraudulently or unduly influenced into a conveyance, as much time as possible to attack and set aside the conveyance. The general rule and Mississippi authorities are uniform that where one, during one’s lifetime, seeks to set aside a conveyance he made, then the general three year statute of limitations applicable to fraudulent conveyances applies.

## **II. The deed's alleged defective notice is of no consequence.**

Between the parties to a deed, a defective acknowledgment does not render the deed void. See: Cotton v. McConnell, 435 So.2d 683 (Miss. 1983); Burnett v. Smith, 93 Miss. 566, 572, 47 So.117, 118 (1908) ["A man of sound mind may execute a will or a deed from any sort of motive satisfactory to him, whether that motive be love, affection, gratitude, partiality, prejudice, or even a whim or caprice."]. Pursuant to Miss. Code Ann. §89-3-1, a deed lacking an acknowledgment or with a defective acknowledgment which is actually recorded only fails as constructive notice to "creditors or subsequent purchasers for valuable consideration." As between the parties to the deed, it remains entirely effective, including effective as constructive notice once recorded. See: Crum v. Butler, 601 So.2d 834, 837 (Miss. 1992). ["Also, the deed (without the acknowledgment) was actually recorded and provided actual notice to anyone who examined the records. The acknowledgment does not affect the validity of the deed, but only its admittance to record.... Under the facts in this case the 1883 deed was effective against Crum."]. Thus, any argument that the defective acknowledgment voids the deed at issue must fail.

## **CONCLUSION**

Whatever rights Frank L. McWilliams claims he had, he clearly slept on them and did not act to set aside the publicly recorded warranty deed and trust agreement by suing his son until more than six years after the documents became public record on April 23, 1999, or until July 25, 2005. By then, the statute of limitations had long since run, and no statute or

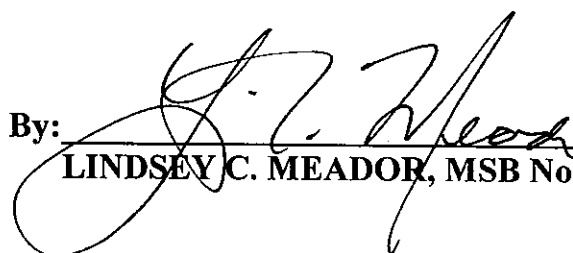

law can help him, even the "saving statute". Clearly by his own admission, Frank L. McWilliams was not so mentally weak or such an imbecile, that he could not manage the ordinary affairs of life, from at least February 1, 2002, forward.

This unfortunate suit, which comes as a claim by a father against his son, and only after the father had been subjected to a lawsuit and judgment for back child support, should be dismissed with prejudice. It is clearly time-barred.

Frank L. McWilliams' appeal should be dismissed, and the Chancery Court's judgment of November 25, 2006, affirmed, with all costs taxed to Frank L. McWilliams.

**RESPECTFULLY SUBMITTED** on this the 22<sup>nd</sup> day of June, 2007.

**D. RIALS MCWILLIAMS, a minor**

By:   
LINDSEY C. MEADOR, MSB No. 

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**CERTIFICATE OF SERVICE**

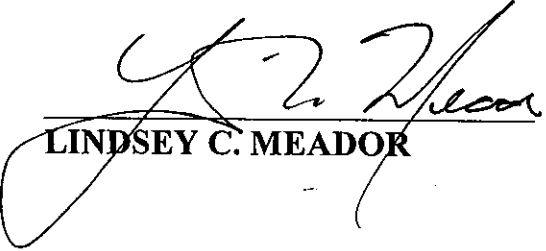
I, Lindsey C. Meador, do hereby certify that I have this day mailed by regular United State mail a true and correct copy of the above and foregoing **BRIEF OF APPELLEE, D. RIALS McWILLIAMS, A Minor**, to the following:

Honorable Percy Lynchard, Jr.  
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**SO CERTIFIED** on this the 22<sup>nd</sup> day of June, 2007.

  
**LINDSEY C. MEADOR**