

**IN THE SUPREME COURT OF THE STATE OF MISSISSIPPI
NO. 2007-CA-00981**

ALAN RAY PRICE, SR.,

RESPONDENT/APPELLANT

v.

JENNIFER HUTCHISON PRICE,

PETITIONER/APPELLEE

BRIEF OF APPELLANT

Appeal from the Chancery Court of DeSoto County, Mississippi
Cause No. 06-01-0060

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RESPONDENT/APPELLANT

v.

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CERTIFICATE OF INTERESTED PARTIES

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. Alan Ray Price, Sr., Respondent/Appellant;
2. Jennifer Hutchison Price, Petitioner/Appellee;
3. Steven G. Roberts, Attorney for the Appellant;
4. Leigh Ann Darby, Attorney for the Appellee
5. Honorable Mitchell M. Lundy, Jr., Chancellor.



Steven G. Roberts
Attorney for the Appellant

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STATEMENT OF THE ISSUES

- I. THE CHANCELLOR ERRED IN NOT FINDING FRAUD OR OVERREACHING BY THE PETITIONER/APPELLEE
- II. THE CHANCELLOR ERRED IN NOT BARRING THE CONTEMPT ACTION BY THE PETITIONER/APPELLEE BASED UPON THE "CLEAN HANDS" DOCTRINE
- III. THE CHANCELLOR ERRED IN FAILING TO MODIFY THE FINAL DECREE OF DIVORCE AS TO FINANCIAL MATTERS AND AS TO THE DATE OF THE MODIFICATION
- IV. THE CHANCELLOR ERRED IN THE AWARD OF ATTORNEY FEES TO THE PETITIONER/APPELLEE

STATEMENT OF THE CASE

The Petitioner/Appellee, Jennifer Hutchison Price, (hereinafter referred to as Jennifer H. Price or Ms. Price) filed a Complaint for Divorce in the Chancery Court of DeSoto County, Mississippi, Cause Number 06-01-0060, on or about January 17, 2006. (R. 6-10) The Parties executed a Property Settlement Agreement in February, 2006. (R. 14-26). That on or about March 27, 2006, Jennifer H. Price obtained a divorce from the Respondent/Appellant, Alan R. Price, Sr., (hereinafter referred to as Alan R. Price or Mr. Price), on the grounds of irreconcilable differences. The Final Decree of Divorce entered in the Chancery Court of DeSoto County, Mississippi, incorporated therein the Property Settlement Agreement previously executed by the Parties. (R. 11-28)

On March 29, 2006, two (2) days after the entry of the Final Decree of Divorce, and before the first payment of child support, alimony, etc. was due from Mr. Price, Jennifer H. Price filed a Chapter 7 Bankruptcy Action in the United States District Court for the Northern District of Mississippi. (T. 36-37)

On April 19, 2006, Jennifer H. Price filed a Petition for Contempt and Other Relief against Alan R. Price seeking a monetary judgment against Mr. Price for nonpayment of the financial obligations set forth in the Final Decree of Divorce, including the credit card indebtednesses on which Ms. Price had filed bankruptcy. (R. 29-33) Finally, after obtaining an Order Lifting Automatic Stay, Mr. Price filed an Answer to Petition for Contempt and Counter Petitioner to Modify Final Decree of Divorce and Cite for Contempt. (R. 36-43)

A hearing on the Petition and Counter-Petition was held at the Grenada County Courthouse on December 1, 2007, before the Hon. Mitchell M. Lundy, Jr., Chancellor at

which time evidence, testimony and exhibits were presented to the Court. An Order for Contempt and Other Relief was entered on May 7, 2007. The Court found Mr. Price to be in willful contempt of the orders of the Court, established arrearages, awarded Ms. Price attorney's fees, and only slightly modified the monthly alimony payments. (R. 50-53).

Mr. Price, feeling aggrieved by the decision of the Chancellor, filed his Notice of Appeal. (R. 54-55)

STATEMENT OF THE FACTS

The Parties were married on March 22, 1985. (R. 6) During the course of the marriage, two (2) children were born. (R. 7) The Parties separated on or about March 1, 2005, in Tate County, Mississippi. (R. 7) Jennifer H. Price filed for divorce in the Chancery Court of DeSoto County, Mississippi, on January 17, 2006. (R. 6-10) The Parties entered into a Property Settlement Agreement, dated February 28, 2006, which was subsequently filed in the Office of the DeSoto County Chancery Court Clerk on March 27, 2006. The same day, Jennifer H. Price, obtained a divorce on the grounds of Irreconcilable Differences.

The Property Settlement Agreement provided, in part, as follows:

(1) Custody: The Parties were awarded joint legal custody with physical custody awarded to Jennifer H. Price. (R. 14)

(3) Child Support: Alan R. Price was to pay child support in the amount of \$1,750.00 per month, representing 21% of his adjusted gross income. (R. 17)

(4) Medical: Alan R. Price was to provide medical insurance on Ms. Price and children and be responsible for all reasonable and necessary medical expenses of Ms. Price and children not covered by insurance. (R. 17)

(5) Residence: Ms. Price was to receive the marital residence and Ms. Price was to be responsible for the outstanding mortgage indebtedness. (R. 17-18)

(6) Motor Vehicles: Mr. Price was to assist Ms. Price in obtaining a 2005 Nissan Maxima. Ms. Price was to be responsible for payments on said vehicle. (R. 18)

(10) Alimony: Alan R. Price was to pay unto Jennifer H. Price the sum of \$4,500.00 per month as alimony until children graduate college or Ms. Price remarries. (R. 19)

(11) Debts: Alan R. Price was to pay eleven (11) credit cards or other debts totaling in excess of \$82,000.00. (R. 19-20)

(12) Education: Alan R. Price was to pay the private school and college tuition for the parties minor children. (R. 20)

(13) Income Tax: Jennifer H. Price claims children as income tax dependants. (R. 20)

(18) Change of Address: Jennifer H. Price was not to change the address of children without Mr. Price's consent. (R. 21)

(19) Life Insurance: Alan R. Price was to obtain life insurance in the amount of \$1.5 million, if not then \$1 million. (R. 21-22)

(23) Agreement as a Whole: Each and every provision conditioned upon others and unless accepted in its entirety, it is null and void. (R. 23)

Throughout the marriage, Mr. Price was self-employed in real estate and in 1991 he became a licensed real estate appraiser. (T. 51) Being self-employed, Mr. Price's income usually fluctuates. (T. 107) The Parties had not filed income tax returns since approximately 2000. (T. 52) At the time of the hearing in this cause, Mr. Price testified that his business was down and that he was not earning the amount of income he had earned in the past. (T. 106-108) He estimated that he was earning a gross income of \$10,000.00 per month with an adjusted gross income of \$6,814.00 per month. (T. 54) The best income information that Mr. Price could provide was an estimate because after the divorce, the computer which contained Mr. Price's business records was dropped down the stairs by Jennifer H. Price. (T. 33, 57) Mr. Price had taken the computer to attempt to retrieve the business information from the hard drive, but at the time of trial, the information was still unavailable. (T. 110-111)

Jennifer H. Price testified that she had not worked for 16-17 years prior to the divorce. (T. 40) However, she acknowledged that she signed mortgage documents to obtain the mortgage on the Plum Point residence in her name only. (T. 39)

Additionally, the eleven (11) debts enumerated in paragraph 11 (in excess of \$82,000.00) were in the name of Jennifer H. Price. (T. 34) At the time of the hearing, Ms. Price was a licensed insurance agent employed at the Allstate Insurance Agency in Senatobia. (T. 23)

At the time of the entry of the Final Decree of Divorce on March 27, 2006, the Parties were in dire financial difficulties. (T. 104) The mortgage indebtedness on the Plum Point residence, held by Wells Fargo Mortgage, was in arrears in the amount of \$12,578.16. (Ex. 2) Jennifer H. Price, pursuant to the Property Settlement Agreement, was to assume this indebtedness. (R. 17-18) Ms. Price knew at the time of the divorce that the house was at least five (5) months in arrears. (T. 34, Ex. 2) She also knew that the eleven (11) debts enumerated in paragraph eleven (11) of the Property Settlement Agreement were in arrears as well. (T. 34)

Prior to the entry of the Final Decree of Divorce, Jennifer H. Price knew she was going to file bankruptcy. (T. 35-36) On March 29, 2006, two (2) days after the entry of the Final Decree of Divorce and three (3) days before any payment was due from Alan R. Price pursuant to the Property Settlement Agreement, Jennifer H. Price filed a Chapter 7 Bankruptcy action in the Northern District of Mississippi. (T. 36-37) Included in the bankruptcy action were the eleven (11) debts (approximately \$82,000.00) and the mortgage indebtedness owed on the Plum Point residence. The filing of the bankruptcy action by Jennifer H. Price necessitated that she and the children move from the Plum Point residence, in violation of a provision in the Property Settlement Agreement, paragraph 18, which Ms. Price agreed not to do. (R. 21)

From April 1, 2006, through November 30, 2006, (8 months), Alan R. Price paid to Jennifer H. Price in child support and alimony (excluding tuition and other payments) the sum of \$19,750.00 (Ex. 1 - \$18,950.00 + \$800.00 additional expenses, Ex. 5). Child support (\$1,750.00/month) due during this period (8 months) as per the Property Settlement Agreement was \$14,000.00. Alimony (\$4,500.00/month) due as per the Property Settlement Agreement during this same eight (8) month period was \$36,000.00. The distribution of the payments made by Mr. Price to Ms. Price as set forth in Exhibit 1 were Ms. Price's allocation of payments. Mr. Price stated that he was current on the child support as of the date of the hearing, but was in arrears on the alimony payments due to a down turn in his business. (T. 59-65) In addition to the payments to Ms. Price during the 8 months period (\$19,750.00), Mr. Price continued to pay the children's private school tuition of \$841.00 per month. (T. 73-74, 109)

Alan R. Price does not currently have a medical insurance policy in effect on Jennifer H. Price and the children. (T. 66-67) Alan R. Price cannot currently afford the monthly health insurance premiums. (T. 66-67) Alan R. Price has paid all the children's medical expenses. (T. 69) Jennifer H. Price is currently employed at an insurance agency. (T. 23, 101)

Neither party currently owns a vehicle. (T. 16-17) Jennifer H. Price is making payments on a vehicle titled in the name of Patrick Reeves. Alan R. Price and his current wife share use of a Scion, owned by his wife. (T. 99) Mr. Price's pick-up truck was reposed in the summer of 2006. (T. 108)

Alan R. Price had a One Million Dollar life insurance policy through AIG, but let the policy lapse because he could not afford the premiums of \$750-850 per month. (T. 70-71, 109)

Jennifer H. Price currently owns a life insurance policy on Alan R. Price through Northwestern Mutual in the amount of \$100,000.00. She has reduced the policy from \$500,000.00 due to the cost of the premiums. (T. 20)

Alan R. Price owns a life insurance policy on his life in the amount of \$250,000.00, with Jennifer H. Price as the beneficiary. Jennifer H. Price is currently paying the quarterly premiums. Alan R. Price transferred ownership of this policy to Jennifer H. Price. (T. 20-21, R. 51)

SUMMARY OF ARGUMENT

On March 27, 2006, Jennifer H. Price knowingly caused or allowed to be filed with the DeSoto County Chancery Court Clerk a Property Settlement Agreement, a copy of which was on that same date incorporated into a Final Decree of Divorce. Jennifer H. Price knew at the time of its filing that she was not going to comply with the provisions contained therein. She had discussed with her divorce attorney and a bankruptcy attorney that she would immediately file a Chapter 7 Bankruptcy action. Two (2) days after the entry of the Final Decree of Divorce and three (3) days before Mr. Price was obligated to pay any sums under the terms of the Property Settlement Agreement, Ms. Price did file bankruptcy, creating a substantial and material change of circumstance.

Approximately three (3) weeks after the entry of the Final Decree of Divorce, Jennifer H. Price filed a contempt action against Mr. Price for failing to comply with the terms of the Property Settlement Agreement. Jennifer H. Price knowingly and willfully withheld her intentions not to comply with the terms of the Property Settlement Agreement from the Court and from Alan R. Price. Jennifer H. Price should have been denied the right to proceed with a contempt action based upon the "clean hands" doctrine.

Further, due to the actions of Ms. Price and the financial condition of the Parties, the financial aspects of the Final Decree of Divorce should have been modified as of April 1, 2006.

No attorney's fees should have been awarded to Jennifer H. Price in the present cause.

ARGUMENT

STANDARD OF REVIEW

The standard of review by the appellate courts of a chancellor's decision in a domestic relations matter, as stated in Pierce v. Chandler, 855 So.2d 455, 457 ¶ 8, (Miss. App. 2003), is as follows:

Our scope of review in domestic matters is limited. This Court will not disturb the findings of a chancellor when supported by substantial evidence unless the chancellor abused his discretion, was manifestly wrong, clearly erroneous, or an erroneous legal standard was applied. Denson v. George, 642 So.2d 909, 913 (Miss. 1994). This is particularly true "in the areas of divorce and child support." Nichols v. Tedder, 547 So.2d 766, 781 (Miss. 1989). This Court is not called upon or permitted to substitute its collective judgment for that of the chancellor. Richardson v. Riley, 355 So.2d 677, 668-69 (Miss. 1978). A conclusion that we might have decided the case differently, standing alone, is not a basis to disturb the result. *Id.*

ISSUE I

THE CHANCELLOR ERRED IN NOT FINDING FRAUD OR OVERREACHING BY THE PETITIONER/APPELLANT.

Pursuant to M.C.A. § 93-5-2, prior to approving a Property Settlement Agreement, the courts are directed to review the agreement to satisfy the court that the provisions for the care and maintenance of the children "are adequate and sufficient." Bell v. Bell, 572 So.2d 841 (Miss. 1990). As noted in Bell, the Mississippi Supreme Court has stated that in property and financial matters divorcing parents are given broad latitude absent fraud or overreaching. The serious/dire financial conditions of the parties at the time the Property Settlement Agreement was presented to the Court (T. 104), i.e. the mortgage being five (5) to six (6) months in arrears (T. 34, Ex. 2); the eleven (11) credit card and other debts in excess of \$82,000.00 being in default (R. 19);

Jennifer H. Price knowing that she was going to immediately file Chapter 7 Bankruptcy (T. 36-37), move from the marital residence, thereby immediately reducing her financial obligations while demanding that Alan R. Price comply with the financial obligations placed on him (R. 29-33), and a review of the financial obligation placed Alan R. Price, raises questions as to whether or not the Property Settlement Agreement was overreaching.

The Property Settlement Agreement provided in paragraph 3, Child Support, that Alan R. Price shall pay unto Jennifer H. Price the sum of \$1,750.00 per month as child support which represents 21% of his adjusted gross income. If this statement is correct, then Alan R. Price had an adjusted gross income of approximately \$8,350.00 per month. (R. 17) Additionally, pursuant to the Property Settlement Agreement, Alan R. Price was to provide health insurance not only for the children, but also for Jennifer H. Price and pay all non-covered medical expenses for Jennifer H. Price and the children (Property Settlement Agreement, paragraph 4) (R. 17); to pay alimony in the amount of \$4,500.00 per month (Property Settlement Agreement, paragraph 10) (R. 19); to pay eleven (11) debts totaling \$82,000.00 (Property Settlement Agreement, paragraph 11) (R. 19); pay the children's private school tuition (Property Settlement Agreement, paragraph 12) (R. 20); obtain \$1.5 Million to \$1 Million of life insurance coverage (Property Settlement Agreement, paragraph 19) (R. 21-22):

Adjusted Gross Income	\$8,350.00
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Financial Obligations per Property Settlement Agreement:

Child Support (PSA-3)	\$1,750.00
Medical Insurance (PSA-4)	?
Alimony (PSA-10)	\$4,500.00
Debts (PSA-11)	?
(\$82,000.00 included in Bankruptcy)	

Private School Tuition (PSA-12)
Life Insurance (PSA-19)

\$840.00
?

It is evident that the financial obligations placed on Alan R. Price as per the Property Settlement Agreement exceeded his income. It is equally evident by the debts of the parties that their standard of living substantially exceeded their income.

Jennifer H. Price by presenting the Property Settlement Agreement to the Court, knowing that the mortgage indebtedness was five (5) to six (6) months delinquent; knowing that the eleven (11) credit card and other debts were delinquent; knowing that she was going to immediately file a Chapter 7 Bankruptcy action, relieving her from payment of the mortgage on the marital residence; knowing that she was going to move from the residence; knowing that her financial obligations were going to be substantially reduced, seriously misrepresented to the Court and to Mr. Price the circumstances of the parties property rights/interests and financial matters.

Setting aside for a minute the obligations of Jennifer H. Price to be completely truthful to the Court, paragraphs 23 and 24 of the Property Settlement Agreement provide as follows:

(23) Agreement as a Whole: Each and every provision of this Property Settlement Agreement shall be conditional upon the other provisions and, unless accepted in its entirety, shall be and become null and void and as if never offered and shall not be construed as an admission by either party unless accepted as written.

(24) Entire Agreement: This Agreement represents the entire understanding and agreement existing between the parties and except as herein set out, neither parties shall have any claim or right against the title or interest of the other party. (R. 23)

Paragraph 23 provides that each and every provision is conditional upon the others and is to be accepted as a whole or it is null and void. Yet at the time, and even

before, the Property Settlement Agreement was presented to the Court, Jennifer H. Price knew she was not going to comply with the terms of the Property Settlement Agreement. She had already talked to her bankruptcy attorney and provided information necessary to file the Bankruptcy Petition. (T. 36-37) She knew she was not going to pay the monthly mortgage indebtedness and related household expenses; and she and the children were going to move, contrary to the provisions of paragraphs 5 and 18 of the Property Settlement Agreement, respectively. (R. 17, 21)

Additionally, paragraph 24 provides that the "Agreement" represents the entire understanding and agreement between the parties. Likewise, this provision is incorrect in that it was not the entire agreement because Jennifer H. Price did not disclose to Alan R. Price that she was going to file bankruptcy, not pay the mortgage, that she and the minor children were going to move, etc.

ISSUE II

THE CHANCELLOR ERRED IN NOT BARRING THE CONTEMPT ACTION BY THE PETITIONER/APPELLANT BASED UPON THE "CLEAN HANDS" DOCTRINE.

In Prine v. Prine, 723 So.2d 1236 (Miss. App. 1998), Mr. Prine filed a contempt action for the return of certain hand tools awarded to him in the divorce. However, at the time of the divorce and for about two (2) years thereafter, the Prines continued to live together. However, in the original divorce agreement, it was represented to the court that the physical division of the personal property had already occurred. The trial court found such to be a misrepresentation of fact to the court and denied Mr. Prine the right to pursue any relief in equity. The Mississippi Court of Appeals affirmed the chancellor and denied Mr. Prine the right to pursue his action based upon the "clean hands" doctrine.

In Harris v. Harris, 879 So.2d 457, 463-464 (Miss. App. 2004), in relationship to the "clean hands" doctrine, the Mississippi Court of Appeals quoted as follows:

"He who doeth fraud, may not borrow the hands of the chancellor to draw equity from a source his own hands hath polluted." Billy G. Bridges & James W. Shelton, Griffith Mississippi Chancery Practice § 42 (2000 ed.), citing *Thigpen v. Kennedy*, 238 So.2d 744 (Miss. 1970) (equitable maxim that a litigant must come into equity with clean hands). No person as a complaining party can have the aid of a court of equity when his conduct with respect to the matter in question has been characterized by willful inequity. *O'Neill v. O'Neill*, 551 So.2d 228, 233 (Miss. 1989).

Jennifer H. Price now seeks equity from the Court to enforce certain financial provisions of the Property Settlement Agreement against her ex-husband, Alan R. Price. An agreement she knew when she presented it to the Court that it was an agreement to which she was not going to comply. She knowingly and willfully withheld her intentions and plans from the Court and Alan R. Price. Jennifer H. Price comes before the Court

with “unclean hands” and should be denied the right to seek any relief from the Court related to the Property Settlement Agreement. Specifically, Ms. Price should be denied the right to pursue any action against Mr. Price for alimony, insurance (health and/or life), marital debts, or attorney fees. Mr. Price did pay the child support obligation of \$1,750.00 per month. (T. 65)

ISSUE III:

THE CHANCELLOR ERRED IN FAILING TO MODIFY THE FINAL DECREE OF DIVORCE AS TO FINANCIAL MATTERS AND AS TO THE DATE OF THE MODIFICATION

Jennifer H. Price created a material change of circumstances on March 29, 2006, two days after the entry of the Final Decree of Divorce, by filing the Chapter 7 Bankruptcy action, and three (3) days before Alan R. Price was obligated under the terms of the Property Settlement Agreement to make the first payment of alimony or child support (April 1, 2006). (T. 36-37)

In Wilson v. Wilson, 810 So.2d 615 (Miss. App. 2002), Ms. Wilson was awarded the family homestead and Mr. Wilson was ordered to pay the monthly mortgage indebtedness as periodic alimony. Ms. Wilson sold the home, but wanted the \$1,504.00 per month periodic alimony. The Court of Appeals held that the sale of the property was a material change of circumstances and modified the prior decree.

In the present action, the change of circumstances is more than just the monthly mortgage payment of \$2,096.36. (Ex. 2) Associated with the reduction of the mortgage payment are the reductions in the expenses for house maintenance, lawn care, utilities, insurance, taxes, and the removal of the children from the home.

The material change of circumstances created by Jennifer H. Price is not limited to only the alimony provisions of the Property Settlement Agreement, but authorizes the Court to modify the child support provisions as well. In Caldwell v. Caldwell, 579 So.2d 543, 547 (Miss. 1991) (quoting Tedford v. Dempsey, 437 So.2d 410, 417 (Miss. 1983)), the Mississippi Supreme Court Stated:

"A child support award can be altered if it can be shown that there has been a substantial or material change in the circumstance of one or more

of the interested parties: the father, the mother, and the child or children, arising subsequent to the entry of the decree to be modified."

In child support modification proceedings, the Courts are accorded substantial discretion and are charged to consider all relevant facts and equities to fashion a decree serving the best interest of the child. Moulds v. Bradley, 791 So.2d 220, 226 (Miss. 2001).

Accepting the adjusted gross income of Alan R. Price as set forth in the Rule 8.05 Financial Affidavit of \$6,814.00 per month, the child support payment should be reduced from \$1,750.00 to \$1,362.80 per month based upon the current guidelines. Jennifer H. Price, now a licensed insurance agent, should be required to assist in providing health insurance for the minor children and equally divide all non-covered medical expenses. The health insurance provision related to Jennifer H. Price should be deleted.

Jennifer H. Price should continue to pay the Northwestern Mutual and Midland life insurance premiums on Alan R. Price's life if she desires to keep the policies. The provision relating to the \$1.5 million or \$1 million life insurance policy should be deleted as neither party can financially afford the premiums.

Mr. Price (and Ms. Price) desire for their children to continue their education at Magnolia Heights. Mr. Price, if at all financially possible, will continue to pay the private school tuition, over and above the payment of child support.

Likewise, due to the substantial and material change of circumstances, (i.e. bankruptcy, move from the residence, etc.) and the current financial situation of the parties, the periodic alimony payment should be reduced to at least \$1,000.00 per month, if not completely eliminated, as of April 1, 2006.

Additionally, the income tax deduction/exemption for the minor children should be divided or alternated every other year.

The trial court is given wide discretion concerning the date when modifications are to become effective, generally the date of the Petition or the date of the Order. Harris v. Harris, 879 So.2d 457 (Miss. App. 2004). In the case now before the Court, this matter is further complicated by the fact that Alan R. Price could not immediately file a petition against Ms. Price because of the automatic stay in Jennifer H. Price's Bankruptcy action. Alan R. Price had to first obtain an Order Lifting the Automatic Stay, which was entered in August 2006 before he could file a Counter-Petition for any type of relief. (T. 35-37, R. 34-35) Therefore, the equities in this action dictate that all modifications be retroactive to April 1, 2006.

ISSUE IV

THE CHANCELLOR ERRED IN THE AWARD OF ATTORNEY FEES TO THE PETITIONER/APPELLANT

As Alan R. Price has paid the child support as ordered by the Court in the Property Settlement Agreement and Jennifer H. Price lacks “clean hands” to pursue her claim for the non-payment of alimony, insurance, etc., there is no basis for the award of attorney’s fees to the counsel for Jennifer H. Price. The Chancellor erred in finding Mr. Price in contempt, no basis exists for the award of attorney’s fees in this cause. Varner v. Varner, 666 So.2d 493 (Miss. 1995); and Herrington v. Herrington, 660 So.2d 215 (Miss. 1994).

CONCLUSION

For the above and foregoing reasons, Alan R. Price respectfully asserts that the Chancellor erred in not finding fraud or overreaching by Jennifer H. Price in obtaining the divorce; in not barring the contempt action based upon "unclean hands" of Jennifer H. Price; in failing to modify the financial aspects of the Final Decree of Divorce; and in the award of attorney's fees to Jennifer H. Price.

Respectfully Submitted,

A handwritten signature in cursive script, reading "Steven G. Roberts", is written over a horizontal line.

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CERTIFICATE OF SERVICE

I, Steven G. Roberts, do hereby certify that I have this day mailed, postage prepaid, a true and correct copy of the above and foregoing Brief of Appellant to:

Hon. Leigh Ann Darby
Attorney for the Appellee
216 South Ward Street
Senatobia, Mississippi 38668

Hon. Mitchell M. Lundy, Jr.
Chancellor
P.O. Box 446
Grenada, Mississippi 38901

This the 24th day of April, 2008.



Steven G. Roberts