

IN THE SUPREME COURT OF THE STATE OF MISSISSIPPI

DOROTHY JEANNINE JONES

APPELLANT

VS

Case No. 2007-CA-01411

LLOYD CASEY JONES

APPELLEE

Court Appealed from: Chancery Court of Jackson County, Mississippi  
Trial Judge: The Honorable Randy Grant Pierce

REPLY BRIEF OF THE APPELLANT

ORAL ARGUMENT NOT REQUESTED

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**Cases:**

*East v. East*, 493 So.2d 927, 931-32 (Miss. 1986)

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**Mississippi Rules of Civil Procedure**

Rule 59

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Rule 60

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Rule 81

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**Mississippi Rules of Appellate Procedure**

Rule 28(b)

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Rule 28 (a)

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Reply Brief of the Appellant:

The Brief of the Appellee is totally incomprehensible. It contains not a single statement of facts supported by a reference to the record. Rule 28 (b) of the Mississippi Rules of Appellate Procedure provides that, "The brief of the appellee shall conform to the Requirements of Rule 28(a) except that a statement of the issues or of the case need not be made unless the appellee is dissatisfied with the statement of the appellant." The statement of the case (Rule 28 (a) (4) requires that "...There shall follow the statement of the facts relevant to the issues presented for review, with appropriate references to the record."

With the Appellee not challenging in any manner the "statement of the facts relevant to the issues presented for review, with appropriate references to the record," submitted by Appellant Jeannine, the only statement of facts with appropriate references to the record before this Court are those in the statement contained in Appellant's brief.

The statement of the facts by the Appellant, Jeannine, are very succinct and detailed in her original Brief of the Appellant. It is very simple. Casey filed a pleading under Rule 81 of the Mississippi Rules of Civil Procedure. In his initial claim he sought modification of a decree of divorce dated February 02, 1999. He filed his claim for relief June 9, 2006. In his complaint he sought modification of a Property Settlement Agreement entered into as part of an Irreconcilable Differences divorce – the February 1999 decree.

The law is clear in Mississippi that a final decree of divorce is a final judgment just as any other judgment. With the exception of those special situations addressed in Rule 81, (modification or enforcement of custody, support, and alimony judgments; Rule

81 (d) (2)), a final decree of divorce can only be attacked in a like manner as all other final judgments. There simply is no provision in Rule 81 that would allow the modification of a Property Settlement Agreement. Mississippi Courts have consistently held that property settlement agreements between spouses in irreconcilable differences divorces are contracts between the parties and the court has no jurisdiction to modify after the fact a contract that has been freely entered into by the parties. I shall spare the Court the cites as I originally provided them in the Brief of Appellant.

There are methods by which one can seek relief from a judgment in Mississippi. Motions for new trials and amendment of Judgments under Rule 59, and Relief from Judgment or Order under Rule 60 are examples. Relief was not sought under these rules, and had relief been sought under these rules various procedural hurdles must first be cleared by Casey, and various defenses would have been available to Jeannine. Under Rule 59 the motion must be filed within 10 days. Rule 60(b) provides a time limit of 6 months after entry of judgment for some portions. Other filings must be "within a reasonable time." Jeannine would submit that should Casey elect to try to begin proceedings under Rule 60 (b) the doctrine of laches would certainly apply. This judgment was 7 years and 4 months old at the time Casey sought to attack it. In that intervening 7 years and 4 months the original trial judge had retired and Pascagoula was hit by Hurricane Katrina, destroying all of Jeannine's records and many at the Pascagoula Courthouse. This is a classic laches situation. The delay is unusually long, and the prejudice to Jeannine is extreme. One might even think that Casey took advantage of the tragedy we suffered by the loss of our homes and records (he lives in Oak Park, FL) and used the opportunity of our devastation to seek additional money from a Katrina victim.

Conclusion:

One point that Jeannine would like to address that is contained in the Brief of the Appellee is where Casey states that the "original decree was not worded in accordance with the Defense Finance and Accounting Guidelines." Jeannine has no contract or agreement with the Department of Defense. Her contract is with Casey. This issue, in a similar fashion, has been addressed before by this court. . In *East v. East*, 493 So.2d 927, (Miss. 1986), this Court stated "As to the obligation of East Ford, Inc., to pay Mrs. East a certain sum, the chancellor was in error in reaching any decision on this corporation's obligation because it was never made a party to the suit.", at 933. Likewise, in this case, whatever problems Casey is having with the Department of Defense are certainly no concern of Jeannine. DOD is not a party to this lawsuit. Jeannine is in no way obligated or contracted with DOD. Her contract is with Casey. She is entitled to have it enforced – word for word – just as she signed her name to it. Just as Casey signed his name to it.

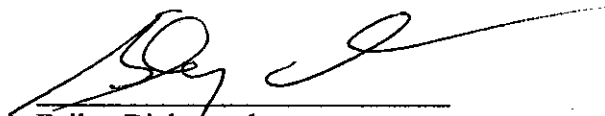
CERTIFICATE OF SERVICE

I, Briley Richmond, Counsel for Appellant, certify that I have this day served a copy of the foregoing brief on the following individuals:

Lloyd Casey Jones, appellee  
1659 Highland View Court  
Orange Park, FL 32003

The Honorable Randy Grant Pierce  
Chancellor, Jackson County Chancery Court  
P.O. Box 998  
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Date: April 25, 2008

  
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Briley Richmond