

IN THE COURT OF APPEALS OF THE STATE OF MISSISSIPPI

MISSISSIPPI LOGGERS SELF INSURED FUND, INC.

APPELLANT

versus

NUMBER

2007-WC-00554-COA

HOWARD McDONALD,
ANDY KAISER LOGGING,
KCS LUMBER COMPANY,
INDINAN LUMBERMEN'S INS. CO.
AND MISSISSIPPI-PACIFIC CO.

APPELLEES

**JOINT REPLY OF APPELLANT
to Responses of KCS Lumber Co. and Mississippi-Pacific Co.**

Oral Argument Requested

Appeal from:

The Circuit Court of Lawrence County



STEVEN D. SLADE
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<u>CONSTITUTIONAL AND STATUTORY AUTHORITY:</u>	
Miss.Code Ann. §71-3-7	1, 3, 4
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M.S.A. §176.255 (Minnesota)	4 (by reference)
<u>OTHER AUTHORITIES:</u>	
Rule 803(5) & (6), M.R.E.	fn. 2
Rule 901, M.R.E.	fn. 2
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SUMMARY OF THE JOINT REPLY

The Response of the entity¹ insured by the Grain Dealers Mutual Insurance Company (hereinafter referred to as “Tri-Lake” and “Grain Dealers” respectively) relies heavily upon witness testimony regarding their reliance upon “certificates of coverage” issued by the Fund. There are no such certificates within the record, and are thus not “substantially credible.” This absence fails to satisfy the requirement that “substantially credible evidence” must exist *within the record* to support an administrative finding.

Neither the Commission nor the Circuit Court pointed to Parker’s testimony respecting these certificates as being a critical factor in their decisions. Tri-Lake does not illustrate how Parker’s testimony refutes Allen’s letter, nor how it justifies the misapplication of a “statutory employer” analysis for a properly conducted analysis under §71-3-37(13). No legal argument is attempted by either party (including KCS) regarding the distinction between §71-3-37(13)’s intent from §71-3-7 (“statutory employer”). The lone evidence within the record addressing §71-3-37(13)’s purpose remains Allen’s letter.

REPLY

A. Certificates of Insurance

Notwithstanding Tri-Lake’s reliance upon expired certificates, the Administrative Judge correctly declared that the appropriate and “legal” method for confirming coverage was by checking the Commission’s records (See specifically C.R., pp. 100I - 100J). Had each entity done

1

The effort to create an issue out of this factor on page “1” of the Response brief of “Mississippi Pacific” is rendered moot by the Agreed Order substituting parties (C.R., pp. 139-140). Current counsel for Grain Dealers was privy to neither the dialogue nor the correspondence leading to the agreement giving rise to the Order.

so, all (like KCS) would have appreciated the need for obtaining an alternative coverage arrangement for Kaiser as illustrated within Allen's authenticated² letter. Oddly enough, it is the Fund which would have thrust the certificates into the record had they been remotely relevant. This is because no certificate (See Addendum) issued by the Fund relating to Kaiser's coverage was effective beyond and after December 31, 1995.

The legally required documents governing cancellation of Kaiser's policy are illustrated within Miss.Code Ann. (1972) §71-3-77, and General Rule 5 of the Commission's rules (C.R., pp. 16 - 17). But Tri-Lake's Response insinuates that the Fund had a legal duty to notify each "certificate holder" of Kaiser's cancellation or its coverage would otherwise continue. No such duties are found within General Rule 5 or §71-3-77. The Order of the Administrative Judge dated August 18, 1997 (C.R. pp. 100A - 100L) likewise addressed no such requirement. The present attempt to revive issues disposed of by this Order are irrelevant. The Fund's cancellation of Kaiser's coverage has long been adjudicated.

Nevertheless, Tri-Lake's Response does not attempt to illustrate how the testimony of Robert Parker relating to these certificates satisfies any known "substantial credibility" test. Once again, this appeal concerns the failure of the Commission and the Circuit Court to recognize the "coverage" significance of a properly conducted §71-3-37(13) analysis. And the record contains no "substantial" facts which contradict Allen's unsolicited statements of April 17, 2007. This

2

Great efforts are made to discount Mr. Allen's letter as "triple hearsay." Yet, without objection, he admitted on cross-examination that he drafted the letter (Ctt. p. 55, lines 18 - 26), satisfying M.R.E. numbers 803(5), (6), and 901. Most importantly, he confirmed its contents (Ctt. p. 56). This present attempt, at this stage of the litigation, only serves to underscore the previous failures to comprehend, or appreciate, the relevance the contents of this letter has upon a properly conducted §71-3-37(13) calculus.

evidence stands un-controverted in showing that another arrangement had been made to cover Kaiser's activities prior to McDonald's injury. In applying this undisputed fact, it is inescapable that: 1.) the Fund was known not to be Kaiser's current insurer³; 2.) the Fund mistakenly paid McDonald's benefits, and, 3.) "Tri-Lake would be responsible for the workers comp on the entire logging activities for Andy Kaiser." The latter statement of fact, standing alone within the record, is all that exists to satisfy §71-3-37(13)'s purpose.

Had the issue of certificates been relevant to either cancellation or coverage, research would have likely shown that Kaiser delivered his harvest under his dealership's (a Grain Dealer's) certificate identified as an "additional insured." This would be consistent with both Allen's letter and Parker's testimony (relying upon International Paper's acceptance of Kaiser's delivery (C.tt. p. 62)). But in addition to being irrelevant, the Fund's "effective dates of coverage" had lapsed before McDonald's injury. Thus, introducing such a document would eviscerate Parker's testimony. Furthermore, testimonial evidence about legally-irrelevant documents not within the record cannot be considered "substantially credible."

B. Section 71-3-37(13) versus Section 71-3-7

Neither KCS nor Tri-Lake provide any citation of authority for the Commission's and Circuit Court's substitution of a "statutory employer" analysis under §71-3-7 with a "solely liable party" analysis under §71-3-37(13). No legal argument is raised illustrating how the legislative intent behind these two statutes is identical. The Fund will not repeat its arguments. But it will reiterate that the passage of §71-3-37(13), long after the Act was first adopted, would have no

³ If it were, Allen would not have made the statement he did within his letter.

purpose if §71-3-7 satisfied the latter's intent. Plus, the analysis conducted in *Collins*⁴ (with reference to Minnesota's counterpart statute to §71-3-37(13)) reveals the inadequacy a mere "statutory employer" analysis has within the "solely liable party" coverage context.

Tri-Lake does not dispute how "other coverage" evidence is relevant to an informed §71-3-37(13) discussion lest it draw attention to Allen's letter. Since the letter expressly refers to responsibility for "workers comp", it is impossible to extricate its importance from the coverage context. Though all had the opportunity to do so, only the Fund made an attempt at trial to address the letter in terms of coverage intent. But if §71-3-37(13) possesses any coverage connotation, Allen's letter is the only evidence within the record addressing timely coverage for Kaiser. The Commission's and the Circuit Court's choice to ignore this lone evidence for §71-3-37(13)'s purposes is reversible error.

On less evidence than exists here, the Supreme Court in *Collins* determined that a "statutory employer" situation did not exist because Collins' employer, Shewmake, possessed coverage through Box. *Collins*, at 459-60. To the extent that the Commission reached a similar finding in this case (McDonald had no "statutory employer") is correct in result only, but falls short of completing the task. Unlike what it was limited to in 1956, the Commission here had a duty to go further beyond this mere §71-3-7 analysis and examine factors consistent with §71-3-37(13) which - by definition - must include the terms of Allen's letter. Kaiser, like Shewmake, had coverage. Because of the "new" statute, no "independent action" was warranted as directed in the subsequent *Collins*' ruling (See 231 Miss. 319, 96 So.2d 456, (*342) (1957)).

⁴ *U.S.F. & G. v. Collins*, 231 Miss. 319, 95 So.2d 456 (1957)

C. Substantial credibility

As pointed out in the initial brief, courts cannot add or subtract evidence from an administrative agency's record but must limit their review to its contents when addressing the issue being appealed. *Mississippi Comm'n on Environmental Quality v. Chickasaw Co. Bd. of Supervisors*, 621 So.2d 1211 (Miss. 1993). The only reason Allen's uncontradicted agreement was ignored was due to the misconstruction of §71-3-37(13). Such misapplications of law to fact are not only appropriate for judicial review (*Central Elec. Power Ass'n v. Hicks*, 110 So.2d 351, 356 (Miss. 1959)), but likewise satisfy all four (4) judicially-established criteria for overturning an erroneous administrative decision (*Thomas v. Five County Child Development Program, Inc.*, 958 So.2d 247 (Miss.Ct.App. 2007), citing *Miss. Sierra Club, Inc. v. Miss.Dep't of Env't. Quality*, 819 So.2d 515, 519 (¶ 15) (Miss. 2002)).

The focus of this appeal must therefore be concentrated upon whether Parker's testimony had sufficient "substantial credibility" to contradict or refute the agreement Allen identified. But neither the Circuit Court nor Tri-Lake explain the "substantial credibility" of his testimony in this regard. Neither provide suggestions explaining why Allen informed the Fund of an ostensibly "unnecessary" agreement when the latter's coverage was still "assumed by all." Tri-Lake generally suggests that the remaining witnesses all testified to relying on certificates also. But the Circuit Court did not rely upon any "certificate" testimony. Instead, it relied upon Parker's generic "company policy" testimony as a "substantially credible" basis for refuting the agreement Allen depicted. Thus, even if Tri-Lake's arguments on certificates are accepted, the Circuit Court did not rely on this testimony and it does not otherwise serve to refute or create doubt as to the contents of Allen's letter. No "substantiation" of the "credibility" of this evidence is shown.

Tri-Lake makes no attempt to illustrate how Parker's remote testimony of "company policy" was sufficiently "credible" to refute an agreement to which he was not a party. The agreement was entered between Allen and another employee, Monty Sanders. As pointed out by Justice Roberts in *Gibbes*⁵, "substantially credible" evidence cannot simply pertain to the subject matter, it must also be legally qualitative. As such, the witness must have probative knowledge tending to make any fact (such as the agreement) more or less probable. Parker's knowledge of his company's generic intentions is irrelevant to whether Allen and Sanders entered such an agreement. Tri-Lake prevented Sanders from commenting (C.t.t., pp. 85-88).

Parker neither testified to, nor did he introduce, a valid certificate of insurance. And he only expressed "doubts" regarding the coverage agreement. As relied upon by the Circuit Court, Parker's testimony has no substantial credibility regarding Tri-Lake's assumption of "workers' comp" responsibility for Kaiser's activities. "Skeptical" as the Court may be, such agreements are commonplace and necessary within the timber harvesting industry. Given the effective dates of Kaiser's prior coverage, the existence of one here is hardly surprising.

D. Conclusion

Tri-Lake argues that the Fund continued coverage and was otherwise a "volunteer." All such arguments were disposed of by the Administrative Judge on August 18, 1997, and later by the Circuit Court on the first appeal, and are thus *res judicata*. But if the language of §71-3-37(13) authorizes the Commission to order one carrier mistakenly paying benefits to be reimbursed by another if the latter constitutes the "solely liable party", then the Fund clearly occupies the

⁵ *Gibbes v. Hinds County Board of Supervisors*, 952 So.2d 1011 (Miss.Ct.App. 2007)

former position. The question then focuses upon any evidence in the record of other compensation arrangements. If none exists, then the result reached (naming Kaiser the "solely liable party") might have merit. But since the record contains Allen's letter which for some obvious purpose plainly depicts such an arrangement, the record cannot be ignored and the legislative purpose behind §71-3-37(13) administratively disregarded. The record must stand as it exists. And after having purposefully succeeded in squandering their opportunities to do so beforehand, neither Mississippi Pacific/Tri-Lake nor KCS should now be given more chances to re-open the record and introduce belated evidence refuting the terms of that letter. Accordingly, the decisions on appeal should be reversed and rendered.

Respectfully submitted, this the 14th day of August, 2007.

THE MISSISSIPPI LOGGERS SELF-INSURED
FUND, INC., APPELLANT

BY: Steven D. Slade
STEVEN D. SLADE, its attorney

CERTIFICATE OF SERVICE

I, Steven D. Slade, attorney for the Mississippi Loggers Self Insured Fund, Inc., do hereby certify that I have delivered by U.S. Mail, postage prepaid, the foregoing **JOINT REPLY** to:

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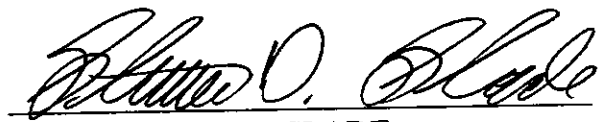
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Honorable R. I. Prichard, III
Circuit Court Judge - Lawrence County
Post Office Box 1075
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Mississippi Workers' Compensation Commission
Phyllis Clark - Secretary
Post Office Box 5300
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This the 14th day of Aug, 2007.



STEVEN D. SLADE

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ADDENDUM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
SEP 08 1995

PRODUCER

WALKER, HUNTER & ASSOCIATES, INC.
OF MISSISSIPPI
P.O. DRAWER 5537
MERIDIAN, MS 39302-5537

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A MS LOGGERS ASSN. SELF INSURED FUND

COMPANY
B

COMPANY
C

COMPANY
D

INSURED
0014-0158
KAISER, ANDY LOGGING
P. O. BOX 17916
NATCHEZ MS 39120

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				BODILY INJURY OCC \$
	COMPREHENSIVE FORM				BODILY INJURY AGG \$
	PREMISES/OPERATIONS				PROPERTY DAMAGE OCC \$
	UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG \$
	PRODUCTS/COMPLETED OPER				BI & PD COMBINED OCC \$
	CONTRACTUAL				BI & PD COMBINED AGG \$
	INDEPENDENT CONTRACTORS				PERSONAL INJURY AGG \$
	BROAD FORM PROPERTY DAMAGE				
	PERSONAL INJURY				
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person) \$
	ANY AUTO				BODILY INJURY (Per accident) \$
	ALL OWNED AUTOS (Private Pass)				PROPERTY DAMAGE \$
	ALL OWNED AUTOS (Other than Private Passenger)				BODILY INJURY & PROPERTY DAMAGE COMBINED \$
	HIRED AUTOS				EACH OCCURRENCE \$
	NON-OWNED AUTOS				AGGREGATE \$
	GARAGE LIABILITY				
	EXCESS LIABILITY				WC STATUTORY LIMITS OTH-ER
	UMBRELLA FORM				EL EACH ACCIDENT \$ 100,000.
	OTHER THAN UMBRELLA FORM				EL DISEASE - POLICY LIMIT \$ 500,000.
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EL DISEASE - EA EMPLOYEE \$ 100,000.
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				
	OTHER				

CERTIFICATE 16-93 01-01-95 12-31-95

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

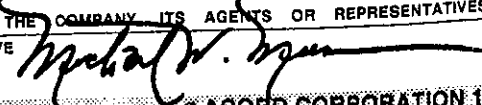
LOGGING AND LUMBERING

CERTIFICATE HOLDER

TRI-LAKE TIMBER CO.
P.O. BOX 1405
NATCHEZ, MS 39121

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

CERTIFICATE OF INSURANCE

Issue Date: September 27, 1994

PRODUCER:

Timber Insurance Services, Inc.

AJGCO

P. O. Drawer 5537

Meridian, MS 39302-5537

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Companies Affording Coverage**INSURED:**

ANDY KAISER LOGGING

P. O. BOX 17916

NATCHEZ, MS 39120

Company Letter A

National Union Fire Ins. Co.

Company Letter B

MS LOGGERS ASSN. - SELF-INSURED-FUND

Company Letter C

Company Letter D

Company Letter E

This Certificate of Insurance or Binder evidences the limits of liability in effect at the inception of the policies shown. Note the aggregate limits. All claims paid exhaust the aggregate limits and reduce the amount of insurance in force.

This is to certify that policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	Policy Eff. Date	Policy Exp. Date	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' & Contractors' Protective <input type="checkbox"/> _____	GLA 1752867	8/19/94	9/1/95	General Aggregate \$	500
					Products-Comp/Ops Aggregate \$	INCL IN OCC
					Personal & Advertising Injury \$	500
					Each Occurrence \$	500
					Fire Damage (Any one fire) \$	50
					Medical Expense (Any one person)\$	5
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Nonowned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____				Combined Single Limit \$	
					Bodily Injury (Per Person) \$	
					Bodily Injury (Per Accident) \$	
					Property Damage \$	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence \$	Aggregate \$
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	CERTIFICATE 16-93	1-1-94	12/31/94	Statutory	
					\$100	(Each Accident)
					\$500	(Disease-Policy Limit)
					\$100	(Disease-Each)
	OTHER:					

Description of Operations/Locations/Vehicles/Special Items Re: LOGGING & LUMBERING

CERTIFICATE HOLDER

TANNER FOREST PRODUCTS
33 VAUGHN DRIVE
NATCHEZ, MS 39120

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative *Patricia Compton*

If you have any questions, please call 601.483-8252

CERTIFICATE OF INSURANCE

Issue Date: August 3, 1994

PRODUCER:

Timber Insurance Services, Inc.
AJGCO
P. O. Drawer 5537
Meridian, MS 39302-5537

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Companies Affording Coverage**INSURED:**

ANDY KAISER LOGGING
P. O. BOX 17916
NATCHEZ, MS 39120

Company Letter A	National Union Fire Ins. Co.
Company Letter B	MS Loggers Asn. Self-Insured-Fund
Company Letter C	
Company Letter D	
Company Letter E	

This Certificate of Insurance or Binder evidences the limits of liability in effect at the inception of the policies shown. Note the aggregate limits. All claims paid exhaust the aggregate limits and reduce the amount of insurance in force.

This is to certify that policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	Policy Eff. Date	Policy Exp. Date	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners' & Contractors' Protective <input type="checkbox"/> _____	GLA 1751258	8-19-93	8-19-94	General Aggregate \$	500
					Products-Comp/Ops Aggregate \$	INCL IN OCC
					Personal & Advertising Injury \$	500
					Each Occurrence \$	500
					Fire Damage (Any one fire) \$	50
					Medical Expense (Any one person) \$	5
A	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Nonowned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____	BA 3765766	8-30-93	8-19-94	Combined Single Limit \$	500
					Bodily Injury (Per Person) \$	
					Bodily Injury (Per Accident) \$	
					Property Damage \$	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence \$	Aggregate \$
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	CERTIFICATE 16-93	1-1-94	12-31-94	Statutory	
					\$100	(Each Accident)
					\$500	(Disease-Policy Limit)
					\$100	(Disease-Each)
	OTHER:					

Description of Operations/Locations/Vehicles/Special Items Re: LOGGING & LUMBERING - 91 CHEV CREW CAB #(TBD), 78 MACK #24155, 70 KENT tLR #K170, 93 LOWBOY TLR #3250, 83 INT #0808, 73 FROST TLR #3961

CERTIFICATE HOLDER

JONES TIMBER
78A GOVERNMENT FLEET ROAD
NATCHEZ, MS 39120

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

If you have any questions, please call 601 483-8252

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

JUL 29 1994

PRODUCER

WALKER, HUNTER & ASSOCIATES, INC.
OF MISSISSIPPI
P.O. DRAWER 5537
MERIDIAN, MS 39302-5537

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** **MS LOGGERS ASSN. SELF INSURED FUND**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED
004-0158
KAISER, ANDY LOGGING
P. O. BOX 17916
NATCHEZ MS 39120

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES/OPERATIONS <input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPER. <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> PERSONAL INJURY					BODILY INJURY OCC. \$
					BODILY INJURY AGG. \$
					PROPERTY DAMAGE OCC. \$
					PROPERTY DAMAGE AGG. \$
					BI & PD COMBINED OCC. \$
					BI & PD COMBINED AGG. \$
					PERSONAL INJURY AGG. \$
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS (Priv. Pass.) <input type="checkbox"/> ALL OWNED AUTOS (Other Than Priv. Pass.) <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					BODILY INJURY & PROPERTY DAMAGE COMBINED \$
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE \$
					AGGREGATE \$
<input type="checkbox"/> WORKER'S COMPENSATION AND <input type="checkbox"/> EMPLOYERS' LIABILITY					STATUTORY LIMITS
					EACH ACCIDENT \$ 100,000.
					DISEASE-POLICY LIMIT \$ 500,000.
					DISEASE-EACH EMPLOYEE \$ 100,000.
<input type="checkbox"/> OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

.LOGGING AND LUMBERING**CERTIFICATE HOLDER**

PICKENS BROTHERS LUMBER CO.
P. O. BOX 433
PORT GIBSON, MS 39150

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Clifton M Davis

PRODUCER

WALKER, HUNTER & ASSOCIATES, INC.
OF MISSISSIPPI
P.O. DRAWER 5537
MERIDIAN, MS 39302-5537

004-0158
KAISER, ANDY LOGGING
P. O. BOX 17916
NATCHEZ MS 39120

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A MS LOGGERS ASSN. SELF INSURED FUND**

COMPANY LETTER **B**

COMPANY C
LETTER

COMPANY LETTER **D**

COMPANY LETTER E

OVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
<input type="checkbox"/>	COMPREHENSIVE FORM				BODILY INJURY OCC.	\$
<input type="checkbox"/>	PREMISES/OPERATIONS				BODILY INJURY AGG.	\$
<input type="checkbox"/>	UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE OCC.	\$
<input type="checkbox"/>	PRODUCTS/COMPLETED OPER.				PROPERTY DAMAGE AGG.	\$
<input type="checkbox"/>	CONTRACTUAL				BI & PD COMBINED OCC.	\$
<input type="checkbox"/>	INDEPENDENT CONTRACTORS				BI & PD COMBINED AGG.	\$
<input type="checkbox"/>	BROAD FORM PROPERTY DAMAGE				PERSONAL INJURY AGG.	\$
<input type="checkbox"/>	PERSONAL INJURY					
	AUTOMOBILE LIABILITY					
<input type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$
<input type="checkbox"/>	ALL OWNED AUTOS (Priv. Pass.)				BODILY INJURY (Per accident)	\$
<input type="checkbox"/>	ALL OWNED AUTOS (Other Than Priv. Pass.)				PROPERTY DAMAGE	\$
<input type="checkbox"/>	HIRED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED	\$
<input type="checkbox"/>	NON-OWNED AUTOS					
<input type="checkbox"/>	GARAGE LIABILITY					
	EXCESS LIABILITY					
<input type="checkbox"/>	UMBRELLA FORM				EACH OCCURRENCE	\$
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM				AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	CERTIFICATE 16-93	01-01-94	12-31-94	STATUTORY LIMITS	
					EACH ACCIDENT	\$ 100,000.
					DISEASE—POLICY LIMIT	\$ 500,000.
					DISEASE—EACH EMPLOYEE	\$ 100,000.
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

LOGGING AND LUMBERING

CERTIFICATE HOLDER

COLUMBUS LUMBER
P. O. BOX 536
BROOKHAVEN, MS 39601
ATTN: TED RATCLIFF

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CLYDE M. DAVIS

CERTIFICATE OF INSURANCE

Issue Date: May 24, 1994

PRODUCER:
TIMBER INSURANCE SERVICES, INC.
P. O. Drawer 5537
Meridian, MS 39302-5537

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Companies Affording Coverage

Company Letter A	National Union Fire Ins. Co.
Company Letter B	MS LOGGERS ASSN. SELF-INSURED-FUND
Company Letter C	
Company Letter D	
Company Letter E	

INSURED:
ANDY KAISER LOGGING
P. O. BOX 17916
NATCHEZ, MS 39120

This Certificate of Insurance or Binder evidences the limits of liability in effect at the inception of the policies shown. Note the aggregate limits. All claims paid exhaust the aggregate limits and reduce the amount of insurance in force.

This is to certify that policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	Policy Eff. Date	Policy Exp. Date	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' & Contractors' Protective <input type="checkbox"/>	GLA 1751258	8/19/93	8/19/94	General Aggregate	\$ 50
					Products-Comp/Ops Aggregate	\$ INCL IN OC
					Personal & Advertising Injury	\$ 50
					Each Occurrence	\$ 5
					Fire Damage (Any one fire)	\$
					Medical Expense (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Nonowned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>				Combined Single Limit	\$
					Bodily Injury (Per Person)	\$
					Bodily Injury (Per Accident)	\$
					Property Damage	\$
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence	\$ Aggregate
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	CERTIFICATE #16-93	5-1-93	CONT UNTIL CANCELLED	Statutory	(Each Accident)
					\$100	(Disease-Policy)
					\$500	(Disease-Each)
					\$100	
	OTHER:					

Description of Operations/Locations/Vehicles/Special Items Re: LOGGING & LUMBERING -

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOT IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY OR ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

Clayton M. Davis

If you have any questions, please call 601 483-8252