

**IN THE SUPREME COURT OF MISSISSIPPI**

**CASE NO. 2008-TS-01090,**

**IN THE MATTER OF THE ESTATE OF  
PATRICIA MCDANIEL LANGSTON**

**MANSFIELD LANGSTON**

**APPELLANT**

**VS.**

**ETHEL WILLIAMS**

**APPELLEE**

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**BRIEF OF APPELLEE**

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**ATTORNEYS FOR APPELEE**

**CERTIFICATE OF INTERESTED PERSONS**

The undersigned counsel of record certifies that the following persons have an interest in the outcome of this case. These representations are made in order that the Justices of the Supreme Court and the Judges of the Court of Appeals may evaluate and determine possible disqualification or recusal:

1. Mansfield Langston - P.O. Box 24, Inverness, MS 38753 - Appellant

2. Lindsey C. Meador, Meador & Crump - P.O. Drawer 1319

Cleveland, Ms 38732 Attorneys for Appellant

3. Ethel Williams - 106 Kentwood, Indianola, MS 38751 - Appellee

4. Alsee McDaniel & Carver A. Randle, Sr. - P.O. Box 546

Indianola, MS 38751 - Attorneys for Appellee

5. Hon. Janice Harvey-Goree, Chancellor, District 11

P.O. Box 39, Lexington, MS 39095

RESPECTFULLY SUBMITTED this 23rd day of June, 2009.

ETHEL WILLIAMS, APPELLEE

By:   
ALSEE MCDANIEL, MSB# 2

**TABLE OF CONTENTS**

<b><u>PAGE(S)</u></b>	
i	1. CERTIFICATE OF INTERESTED PERSONS
ii	2. TABLE OF CONTENTS
iii	3. TABLE OF AUTHORITIES
iv	4. STATEMENT OF ISSUES
1	5. STATEMENT OF THE CASE
2	6. STATEMENT OF FACTS
6	7. SUMMARY OF ARGUMENT
7	8. ARGUMENT
10	9. CONCLUSION
11	10. CERTIFICATE OF SERVICE

**TABLE OF AUTHORITIES**

**PAGE(S)**

1. <u>In Re Estate of Reid</u> , 825 So.1 ( Miss. 2002)	8, 9
2. <u>Madden v. Rhodes</u> , 626 So.2d 608 ( Miss. 1993)	9
3. <u>Murray v. Laird</u> , 446 So.2d 575 ( Miss. 1984)	9
4. <u>Norris v. Norris</u> , 498 So.2d 809 ( Miss. 1986)	7
5. <u>Spencer v. Hudspeth</u> , 950 So.2d 238 (Miss. 2007)	7, 9, 10

**CASE LAW**

## STATEMENT OF ISSUES

I. WHETHER THE CHANCERY COURT COMMITTED REVERSIBLE ERROR, AS A MATTER OF LAW IN RULING THAT A CONFIDENTIAL RELATIONSHIP EXISTED BETWEEN MANSFIELD LANGSTON AND HIS WIFE, PATRICIA MCDANIEL LANGSTON REGARDING THE CREATION OF JOINT TENANCIES WITH RIGHT OF SURVIVORSHIP IN THE ALLEGED MARITAL HOME AND CERTIFICATE OF DEPOSIT

II. WHETHER THE CHANCERY COURT'S FINDINGS OF FACT ON THE ISSUES OF CONFIDENTIAL RELATIONSHIP AND UNDUE INFLUENCE ARE NOT SUPPORTED BY SUBSTANTIAL CREDIBLE EVIDENCE AND ARE CLEARLY ERRONEOUS

## STATEMENT OF THE CASE

This action was originally filed to probate the 2003 Last Will and Testament of Patricia McDaniel Langston ( hereinafter "Patricia" ) by Ethel Williams, Executrix of the estate. At the time of the filing of the Petition for letters testamentary and to probate the estate, said Executrix simultaneously filed a motion for temporary restraining order seeking an injunction against Appellant, Mansfield Langston ( hereinafter " Mansfield" ) to require him to produce the original Will of Patricia and other personal effects. Upon entry of an order, Mansfield produced the Will which was then admitted to probate. Patricia had previously executed a 2002 Will which was essentially the same in all respects, except that it had designated Mansfield as Executor . The Will left her entire estate to her three children and a younger sister.

At the time of the execution of her 2002 Will, Patricia was sole owner of a residence located at 209 French Road, Indianola, Mississippi that she had purchased solely in her name after receiving settlement funds from a class action lawsuit involving Phen-Phen diet products. Two months after the execution of said Will, Patricia executed a Warranty Deed to herself and Mansfield, as joint tenants with right of survivorship. Thereafter, in September 2003, Patricia and Mansfield purchased a Certificate of Deposit in the amount of Two Hundred Thousand Dollars (\$200,000.00), executed as joint tenants with the right of survivorship. At Patricia's death in 2005, Mansfield claimed the entire estate by virtue of the foregoing inter vivos instruments, leaving none of the estate to her children under the Will.

Appellee Ethel Williams filed her action herein alleging that by virtue of a confidential relationship between Patricia and Mansfield, there was an automatic presumption of undue

influence, and the said Warranty Deed and Certificate of Deposit, as inter vivos transfers, were presumed to be invalid. Appellant filed his motion for summary judgment herein which was overruled by the Chancery Court, and the case proceeded to trial.

Upon a trial on the merits, the Chancery Court rendered Findings of fact and Conclusions of Law specifically finding that a confidential relationship did exist between Patricia and Mansfield at the time of the execution of the said Warranty deed and Certificate of deposit , giving rise to presumption of undue influence. The Court further found that Appellant failed to overcome this presumption by clear and convincing evidence, and Judgment was entered setting aside the Deed and Certificate of deposit. Appellant filed his notice of appeal seeking review by this Court.

### STATEMENT OF FACTS

Patricia McDaniel Langston ("Patricia") and Mansfield Langston ("Mansfield") were married on May 19, 1994 in Sunflower County, Mississippi. They had no children together, but Patricia had three(3) children and Mansfield had two(2) children prior to their marriage.

( Exh. P-1; Tr. Pages 32, 34). Mansfield described their marriage relationship as very good and loving, that they trusted each other. Patricia helped him in his businesses in Inverness,

Mississippi. (Tr. Pages 35, 38-39). They also went to church together, and Patricia as a devout christian wife believed her husband Mansfield to be the head of the household. (Tr. Pages 38-39 126, 135 ).

During her lifetime, Patricia suffered from numerous medical conditions for which she was receiving treatment and daily medications, including : asthma, gout, hypertension, chronic heart condition, and loss of kidney function. As a result of these conditions, she suffered pain and cramps in her legs and feet and some days was unable to get out of bed. (Tr. Pages 59-60, 70, 61-62, 347). Mansfield would transport Patricia to doctors in Greenville and Jackson for treatment of heart condition and kidneys and assisted in providing her medications. ( Tr. Pages 48, 60-61, 70).

In 2001, Patricia was a class action plaintiff in litigation involving Phen-Phen diet products. As a result of her use of the drug, she had developed leaking heart valves which had aggravated her existing heart condition. (Tr. Pages 61-62). During the course of the litigation, Mansfield accompanied Patricia when she visited her attorney in Jackson, Mississippi. On at least one of these occasions, the attorney observed that Patricia had two black eyes, and she



appeared to be fearful of Mansfield. (Tr. Pages 20, 24, 279).

As a result of the Phen-Phen action, Patricia received settlement funds which were

disbursed in November 2001. (Tr. Page 276). Immediately thereafter, liens on Mansfield's

businesses in Inverness were paid off, as was the marital home at 106 Kentwood, Indiana,

Mississippi. (Exh P-7, P-9; Tr Pages 307-308). After receiving the settlement funds, Patricia

began to lose contact with her closest friend, Linda Myles Williams, and stopped visiting her

home. On one occasion that Patricia did visit her home, Ms. Williams noticed Mansfield

passing by in front of the house. (Tr. Pages 322-325). One of Patricia's family members

noticed on one occasion when Patricia and Mansfield were meeting a representative to discuss

some investments, Patricia appeared to be in fear and became quiet as Mansfield sat beside her.

(Tr. Pages 373). During their marriage, Mansfield had made threats to harm Patricia physically

and made constant accusations of infidelity, despite her medical conditions. (Tr. Pages 348-349).

On March 1, 2002, Patricia purchased a residence located at 209 French Road, Indiana,

Mississippi, and the Warranty Deed was executed solely in her name. (P-5). Thereafter, on

March 11, 2002, Patricia executed a Quitclaim Deed to Mansfield in which she conveyed her

interest in five parcels of property, including the marital home at 106 Kentwood and all real

property in which Mansfield had an interest in Inverness. (Exh. D-13). Patricia then went to

Attorney Richard Noble to have her Last Will and Testament drafted and executed on March

15, 2002. Said Will specifically provided :

#### ITEM 1.

MANSFIELD LANGSTON, my husband, has his own estate in his name, therefore no provision for him is made in this will.

The Will goes on to leave Patricia's entire estate, real, personal and mixed to her three children, Kevin White, Keith White, Karla McDaniel and her sister, April Frierson, with each to receive a one-fourth interest. At the time that she executed the March 15, 2002 Will, Patricia was the sole title owner to the real property located at 209 French Road. (Exh P-P-5).

On May 9, 2002, Patricia executed a Warranty Deed to the said 209 French Road property to Mansfield and herself as joint tenants with the right of survivorship. ( Exh D-2).

The Deed was prepared in the office of Attorney Richard Noble. Said attorney did not discuss with Patricia the consequences of said Deed on the Will that she had executed only two months earlier in which she wanted to leave her property to her children and sister. ( Tr. Pages 191-196).

On September 4, 2003, Patricia and Mansfield executed a Certificate of Deposit, as joint tenants with right of survivorship, in the amount of \$200,000.00 at the Guaranty Bank in

Indianola. ( Exh D-1). Prior to that time, Patricia had primarily done her banking at Planters

Bank where her mother, Ethel Williams, was an officer, and she had never used Guaranty Bank before receiving the settlement funds in 2001. However, Mansfield had been a customer with

Guaranty about six or seven years. ( Tr. Pages 209-212).

On June 11, 2003, Patricia executed a second last Will and Testament which contained

same provisions as her 2002 Will, except that it appointed Ethel Williams as Executrix instead of her husband, Mansfield, who was appointed in the 2002 Will. (Record, page 24) Patricia

departed this life on May 11, 2005.

## SUMMARY OF ARGUMENT

It is well-settled that the standard of review of decisions of chancellors in Mississippi is that their findings will not be reversed or disturbed unless there is a showing that said findings are "manifestly wrong, clearly erroneous, or an erroneous legal standard was applied." In the instant case, the chancellor found that there was a confidential relationship between Mansfield and Patricia, and that an automatic presumption of undue influence arose in the execution of the Warranty Deed and Certificate of deposit, as joint tenants with the right of survivorship, by Patricia; and further that Appellant failed to overcome said presumption by clear and convincing evidence. A confidential relationship may exist regardless of the parties, even between a husband and wife. The chancellor, therefore, applied the correct legal standard in determining that there was a presumption of undue influence as relates to the instruments herein.

In determining what constitutes a confidential relationship, the court should consider a number of factors established by Mississippi law. The chancellor's findings of fact and conclusions of law considered each of these factors and are supported by substantial evidence in the record. Appellant was permitted to adduce his evidence and proof on these issues, including witness and documentary evidence, which were duly considered by the chancellor.

For the foregoing reasons, the Judgment entered by the chancellor should be affirmed.

## ARGUMENT

1. Whether the Chancery Court Committed Reversible Error, As Matter of Law, in Ruling that a confidential Relationship Existed Between Mansfield Langston and his Wife, Patricia McDaniel Langston Regarding the Creation of Joint Tenancies With the Right of Survivorship in the marital Home and Certificate of Deposit

The Mississippi Supreme Court has made clear that the standard of review in reviewing the findings and decisions of chancellors is that such findings are not to be disturbed unless they are “manifestly wrong, clearly erroneous or an erroneous legal standard was applied.”

Spencer v. Hudspeth, 950 So.2d 238, 241 ( Miss. 2007). In the instant case, the Chancery Court applied the correct legal standard in determining whether a confidential relationship existed between Patricia and Mansfield, and its findings should be affirmed.

In determining what constitutes a confidential relationship, the Mississippi Supreme Court has made clear that such relationships are not confined to any specific associations of persons, including spouses and ex-spouses. Spencer v. Hudspeth, supra, 950 So.2d at 243;

Norris v. Norris, 498 So.2d 809, 812 (Miss. 1986). Rather, such a relationship is determined by an examination of several factors:

1. Whether one person has to be taken care of by others
2. Whether one person maintains a close relationship with another
3. Whether one person is provided transportation and has their medical care provided for by another
4. Whether one person maintains joint accounts with another

5. Whether one is physically or mentally weak

6. Whether one is of advanced age or poor health

7. Whether there exists a power of attorney between one and another

In Re Estate of Reid, 825 So.2d 1, 5 ( Miss. 2002).

In its Findings of Facts and Conclusions of Law, the Chancery Court reviewed the

evidence and made findings regarding each of the foregoing factors and determined that a

confidential relationship did exist between Mansfield and Patricia. In particular, the record

clearly shows that :

1. Patricia suffered from numerous medical conditions which required that others

provide care for her, including: chronic heart condition, hypertension, gout, asthma, and loss of

kidney functions. She had to take medications daily and some days was unable to get out of bed

due to pain and swelling legs and feet. ( Tr. Pages 59-60, 61-62, 70, 347). Mansfield and some

of patricia's family members assisted in her care.

2. Mansfield and Patricia had a close relationship. Mansfield testified that they took care

each other and trusted each other. They also attended church together, and Patricia sometimes

helped Mansfield in his businesses in Inverness. (Tr. Pages 35, 126, 135).

3. Mansfield provided transportation for Patricia to go to doctors in Jackson and

Greenville to be treated for her heart and kidney condition. (Tr. Pages 48, 61).

4. Mansfield and Patricia maintained joint bank accounts. (Tr. Page 44; Exh P-2)

5. Patricia was physically weak. The cumulative medical conditions that she suffered

resulted in pain in her legs and feet rendering her being unable to get out of bed on some days.

She also had shortness of breath from asthma and leaking heart valves. (Tr. Pages 59-62, 70, 347.

6. Although Patricia was not of advanced age, she was clearly in poor health resulting

from her myriad of medical conditions as described herein above.

7. Patricia executed a Power of Attorney appointing Mansfield to be her attorney-in-fact .

(Tr. Page 45; Exh. P-4).

The relationship of Mansfield and Patricia clearly met all of the factors and elements to

constitute a confidential relationship. As a result thereof, an automatic presumption of undue

influence arose as relates to the inter vivos Warranty Deed and Certificate of Deposit. Madden v.

Rhodes, 626 So.2d 608, 618-619 ( Miss. 1993); Murray v. Laird, 446 So.2d 575 ( Miss. 1984).

The Court has held that this automatic presumption “ does not require any showing of abuse of

the confidential relationship, nor a finding of mental incompetence....While this may appear to

be a harsh rule at times it is also true that the law must protect those who cannot protect

themselves.” Madden v. Rhodes, supra, 626 So.2d at 618-619.

This automatic presumption of undue influence resulting from the confidential

relationship of Patricia and Mansfield may only be rebutted by clear and convincing evidence

of : (1) good faith on the part of the beneficiary; ( 2 ) the grantor's full knowledge and

deliberation of the consequences of her actions; and ( 3 ) the grantor's independent consent and

action. In Re Estate of Reid, supra, 825 So.2d at 5-6; Murray v. Laird, supra, 446 So. 2d at 578;

Spencer v. Hudspeth, supra 950 So.2d at 242. In the instant case, the Chancery Court found that

Appellant failed to present sufficient evidence to overcome this presumption. In these

circumstances, the Deed and Certificate of Deposit are void and were properly set aside.

II. Whether the Chancery Court's Findings of Fact on the Issue of Confidential

Relationship and undue Influence are not Supported By Substantial Credible

Evidence and are Clearly Erroneous.


The foregoing discussion and references in the record clearly show that the Chancery Court's Findings regarding undue influence and confidential relationship are supported by credible evidence in the record. The alleged errors cited by Appellant constitute at most harmless error and do not establish sufficient basis to reverse or disturb the court's findings under the standards of review by this Court. Spencer v. Hudspeth, 950 So.2d at 241.

CONCLUSION

The Findings of Fact and Conclusions of law by the Chancery Court in this cause should not be reversed in the absence of evidence that said findings were manifestly wrong, clearly erroneous, or an erroneous legal standard was applied. Appellant certainly has not met this burden relative the findings regarding confidential relationship between Mansfield and Patricia. The Final Judgment should, therefore, be affirmed.

RESPECTFULLY SUBMITTED,

ETHEL WILLIAMS, APPELLEE

By: 

ALSEE MCDANIEL

CARVER A. RANDLE, SR.

ATTORNEYS FOR APPELLEE

CERTIFICATE OF SERVICE

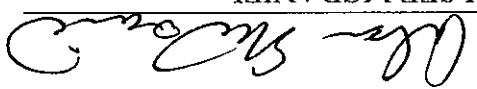
I, Alsee McDaniel, certify that I have served a copy of the foregoing Brief of Appellee

by U.S. Mail, postage prepaid, addressed to the following:

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This 23rd day of June, 2009.

  
\_\_\_\_\_  
ALSEE MCDANIEL  
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