IN THE COURT OF APPEALS OF THE STATE OF MISSISSIPPI

BRIAN BRITT — APPELLANT

vs. — CAUSE NO. 2022-CP-00165

CRAIG BRADLEY ORRISON, AND THE SHED, INC. — APPELLEES

BRIAN BRITT — APPELLANT

vs. — Consolidated with: 2015-TS-01292

CRAIG BRADLEY ORRISON, AND THE SHED, INC. — APPELLEES

BRIAN BRITT — APPELLANT

vs. — Consolidated with: 2017-CP-00700-COA

CRAIG BRADLEY ORRISON, AND THE SHED, INC. — APPELLEES

Appeal from the Chancery Court of Jackson County, Mississippi, Cause No: 2012-1736-NH
Honorable Neil Harris, Chancery Judge

Reply Brief of the Appellant

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REPLY BRIEF OF APPELLANT

ARGUMENT

1. The first argument of Appellee's Brief is absolutely wrong in suggesting there is "an unenforceable judgement", and Orrison is further wrong, as is the trial court, in stating Britt "destroyed any ability to enforce the settlement agreement", and such delusions are directly contrary to long-standing statutory law, specifically MS Code 75-2-703.

Both Orrisons and the trial court have repeatedly made the incorrect assumption that the entire contract is null and void simply because there is no longer a requirement to move the Wilson House after it was forced to be moved in 2016-2017 when it was in violation of city code. The Wilson House was moved in mitigation of damages under pressure from the authorities, but this was done in accordance with established law. Both the Defendants and trial court have continuously perpetuated a myth by falsely claiming that I, the Appellant, Brian Britt totally severed and destroyed the contract/settlement agreement by mitigating damages in 2016 and agreeing to allow the city of Gautier to remove the Wilson House at Gautier's expense and to use it as a Visitor Center/Welcome Center at Shepard State Park in Gautier. Nothing can be farther from the truth. This myth, or this "gaslighting" technique, is absolutely 100% in opposition to our well-settled and long-standing statutory law found in "Seller's Remedies" in our U.C.C., codified specifically in Mississippi Code 75-2-703 and 75-2-706, as well as other related sections. (*MS Code Section 75-2-703*):

> "*Where the buyer wrongfully rejects or revokes acceptance...the aggrieved seller may (d) resell and recover damages as hereafter provided (Section 2-706) [Section 75-2-706]"*

And, in 75-2-706,

> *"...seller may recover the difference between the resale price and the contract price* ***together with any incidental damages allowed****...(MS Code Section 75-2-706(1))*(emphasis added)

This is as plain and simple as could possibly be stated. Seriously, can our Mississippi law be any clearer and more straightforward than this? An elementary student could understand this! So why is Orrison and why is the trial court so confused by this and unable to understand? All

that I did was simply follow what the court and the law told me to do. The trial court said, "it is your house to deal with once again, Mr. Britt... you can sell it or do what you wish with it." Our U.C.C. tells me I am totally authorized to resell it and seek damages to make me whole after Orrison wrongfully rejected it, and that is exactly what I did. I followed the law. I resold it as the trial court suggested, and sold it relying upon U.C.C. and attempted in vain to recover damages.

Orrison readily admitted in open court on November 4, 2021, (on page 19 and 20 of the transcript) that, *not only* did the U.C.C. govern our settlement agreement/contract, but Orrison further readily admitted that they had "rejected it" under the U.C.C. (CP 180-181)

> *THE COURT: ...In this bill of sale, is that the conveyance based on the agreed order? The bill of sale was October 17th. (CP 180, L 21-23)*
> *MR. PRESCOTT: Right, Your Honor. The bill of sale is October 17th.*
> ***But it was a moveable governed by the UCC**, we alleged that we had a right to reject it. And that's what happened. **We rejected it.** (CP 180, L 24-28)* ...
> ... ***We don't want the building.** (CP 181, L 5-6)* (emphasis added)

This latest rejection is consistent with all of Orrison's prior rejections, beginning on July 24, 2012 when Orrison said for the first time that he did not want the house and he was "backing out of the deal", then on the afternoon of October 18, 2012, the day after his deadline of October 17 in which to move the house, when Orrison arrived with 3 employees/relatives, each with a beer in their hand, and said that he "did not want the house and that he would never move the house", and again in open court on November 20, 2013, when Orrisons' attorney, Ms. McCrory said, "He doesn't want it, Your Honor", and now again on November 4, 2021, (AFTER COA RULING!) "We rejected it. We don't want the building." Thus, there is no question that he rejected it under the U.C.C. because he said those very exact words in court 11-04-2021.

There likewise is no question that it was a Wrongful Rejection. We know this because Orrison's attorney, Mr. Prescott, cited above, announced this rejection "*governed by the UCC*" AFTER the COA ruling that had already concluded that Orrison's rejection of the Wilson House

(i.e., breach of the agreement) was not reasonable and was not justified and therefore was wrongful. This was all thoroughly discussed in pages 16-19 (paragraphs 36-39) of the COA ruling, and there is no question that the COA had already made the determination that Orrison's rejection was wrongful. Therefore, Orrisons' admission in court on November 4, 2021, that Orrison had indeed rejected under the U.C.C., and knowing the COA had already determined it was wrongful, the conveyance of the Wilson House to the City of Gautier in order to mitigate damages was absolutely 100% authorized by the U.C.C. MCA 75-2-703, which is exactly what the law allows and exactly what happened. The U.C.C. clearly allowed the house to be resold AND for Orrison (buyer) to make Britt (seller) whole! Just because the house is now gone and the moving of the house is now a moot point, that DID NOT DESTROY the entire contract, and it certainly DID NOT RELIEVE Orrisons of their obligations. Orrison had already breached the agreement. The agreement was already breached, already broken. A breach is a "break" or a "tear". How can something be destroyed if Orrison has already "broken" it??? How can something be torn apart if Orrison has already ripped it to shreds??? I DIDN'T DESTROY IT, ORRISON DID! And at the time Orrisons insisted at our hearing on November 4, 2021, that they had rejected the Wilson House under the U.C.C., Orrisons had the opportunity to put on any defense they might possibly conjure up to challenge the "any incidental damages" I was seeking, but they chose not to. Orrisons had the opportunity at that hearing to raise any concerns or challenges to the methods and/or procedures followed during the resale, but Orrisons chose to waive their right at the hearing to defend against my requests for relief, and Orrisons chose not to contest it or offer any evidence in defense. In fact, as stated before, Orrisons chose to put on no defense whatsoever. It was their choice to rest their case without putting on any evidence, and that is precisely what they did... Nothing at all. My contempt motion was completely uncontested when Orrison was given the chance to defend himself! He missed his opportunity. It is now a given. It is now too late to complain. He lost out.

2. The was no "secreting" by Britt because (1) pursuing an appeal and pursuing mitigation of damages using Sellers Remedies under the U.C.C. ARE NOT mutually exclusive events as suggested by Orrisons and by the trial court, and (2) the only "secreting" occurred September 10 & 11, 2012 when Orrisons' attorney and the trial court judge had multiple secret meetings, which has overshadowed the last 11 years.

Appellee's brief repeatedly focuses on the word "secreting", just as the trial court did. As discussed elsewhere, there can be no "secreting" when Orrison testified on the witness stand on December 13, 2012, and stated under oath:

*"THE WITNESS: **I -- we live right across the street** from the home."* (T. 82, L5-6, 12-13-2012)

How can anything be called a secret that is done right before the Defendants' very eyes? Orrison never took the stand to testify after the COA ruling to say he didn't know the Wilson House had been moved. HE COULDN'T! Only Orrisons' attorney acted surprised and said he didn't know anything until just before court! How believable is that? This is a licensed professional who makes such an outlandish and ridiculous claim! Are we to believe this tongue-in-cheek folly that also means Orrison didn't discuss the Wilson House with his attorney for five (5) years??? There was ongoing litigation all of this time, yet Orrison and his attorney never spoke? Yeah, right. And why didn't the trial court judge call Orrison on the carpet just as he did me? I was lambasted by the court, yet Orrison didn't receive equal treatment, and Orrison wasn't given a tongue lashing and called a fraud and liar even though he said, "***I live right across the street from the Wilson House***". How can one person be blamed and the other person not? Why did Orrison and his attorney make no mention of this until the day of our court hearing? Why did THEY keep it a secret, only to spring their trap on the morning of court and pretend to act surprised at their "sudden discovery"? Why? I'll tell you why. When you have no defense, you create diversion. This was "gaslighting" by both Orrison and the court. This was Déjà vu all

over again, just like the time in October of 2012 when they suddenly acted surprised and claimed they "only just now discovered mold" in the Wilson House, even though they never bothered to go look or inspect it for several months!

I appealed the initial ruling of the trial court because I knew the law had not been followed and I knew there were many, many, many, many reversible errors committed at trial. I hoped to get a favorable ruling from the trial court but that never happened, and when push came to shove and the City of Gautier mandated years later that the Wilson House must move "*NOW!*", I relied upon the Seller's Remedies and mitigated my damages by allowing Gautier to move it at their expense, which was a monumental task. These two choices that I made in (1) appealing the trial court decision, and (2) relying upon U.C.C. remedies allowed by law after a wrongful rejection by Orrisons, ARE NOT MUTUALLY EXCLUSIVE as suggested by Orrisons and by the trial court. There is nothing in the U.C.C. that limits the seller's right to also appeal an unjust trial court ruling. Nothing in our law says that it is an either/or decision. These are two separate and distinct actions entirely, independent of one another. In fact, there is NO CONFLICT under the U.C.C. of both appealing a wrongful decision and reselling after wrongful rejection. In fact, the U.C.C. anticipates pursuing damages AFTER the resell for the difference between the contract price and the sale price, PLUS "any incidental damages"! So, the U.C.C. reads exactly as I acted. I did just exactly as the U.C.C. said. The only problem was when I went to pursue the damage phase, the trial court and Defendants said that I "destroyed our contract". No, I didn't. I simply was continuing to seek my rightful damages just exactly as the U.C.C. told me to do. Just because moving of the house was now a moot point, this in no way destroyed our contract (though breached), and the U.C.C. Seller's Remedies prove I am right!

There was no "secreting" on my part. I never did anything sneaky or underhanded. However, I agree there was "secreting" done early on in this case about eleven (11) years ago, but NOT BY ME. This same attorney, Mr. Prescott, and this same trial court judge held "secret"

phone conferences on September 10 & 11, 2012 and discussed the preparation of our Agreed Settlement Order. We know this because Orrisons' attorneys "accidently" provided the proof themselves in their billing records that document this obviously embarrassing blunder, as discussed elsewhere. Their "secret" conferences have never been denied, never been explained, and never been the subject of any apology or any sign of remorse from either the attorney or the judge, and yet its dark shadow has loomed over this entire case for eleven years now. How can there be fairness and justice when the appearance of impropriety screams from the rooftop?

3. Appellees are wrong in their brief by stating Britt is seeking damages through the present day, and further, Appellees are barred from challenging any damages or asking for damages to be limited when they had no objection at trial and put on no defense.

Orrisons falsely state on page 5, mid-page, of their Appellees' Brief that Britt seeks damages "*all the way up until 2021*". This is absolutely false. I have been overly conservative and overly fair and generous throughout this entire calamity. Before our original contract went astray, I had actually freely given Orrisons a modern 18' x 25'room addition that had been removed from the Wilson House with a value of $20,000-$25,000. Later, when it became necessary to file in court, I only sought specific performance of the contract, not sue for breach. I was not trying to sue for money. I only wanted them to do as they promised. Although the Wilson House did not actually move until the Spring of 2017, I only requested damages through the date of signing of the conveyance to Gautier the year before in 2016. My exact request specified, ***"1,392 days from October 18, 2012 to August 10, 2016 X $500"*** (Appellant's Brief filed in this cause, last page).

October 17, 2012 was Orrisons' deadline to move the house, so October 18, 2012 was used as the beginning date for damages because it was the first day of Orrisons' violation of the Order/Agreement. August 10, 2016 was used as the ending date because it was the date documentation was signed with the City of Gautier. The house remained in place for more than another one-half (1/2) year after the signing, and the house did in fact cause a great amount of

interference and inconvenience with our Southland Log Homes business because the Wilson House was sitting partially in our parking area for our SLH business and presented a very real ongoing problem until it finally moved in 2017. Although we are absolutely justified by law and by the facts in recovering damages for the time period after the conveyance but before the actual removal, when the Wilson House continued to be a safety hazard and inconvenience, I DID NOT ASK FOR SUCH. Unlike the Orrisons, I have always tried to be fair and honest and generous as possible. We only requested damages until the date of signing, not the date it was actually removed more than a half year later! I don't know why we always "turn the other cheek" when all Orrison has ever done is slap us in return, but that's the way we were taught. This Honorable Court can weigh the circumstances and determine whether to add on any additional days. Why would the Appellees make such a false statement? This is typical, and this is what they have always done! We did ask for interest to be added and it certainly should run through the present day. At trial, the court questioned my request for interest and emphasized that neither our original contract nor the settlement agreement mentioned interest. The court wanted to know where I came up with 2.5% interest, and so I answered very frankly and honestly. I reminded the trial court judge that he had awarded 2.5% PRE-JUDGMENT interest to the Orrisons when he entered his wrongful Default Judgment (which has since been set aside). I was very quick to point out to the court that "if Defendants are entitled to 2.5% interest, then Plaintiff is also entitled to 2.5% interest." That's what equal protection and fairness and equity is all about! Of course, now the interest rate is much higher, as we all know, and it should be adjusted accordingly.

If Orrisons wished to contest my request for damages, the time to have done so would have been at trial, not now. Orrisons waived their right by having no objection at trial during the presentation of exhibits and testimony, and by putting on nothing to counter my evidence. My prima facie case was not contested. Since Orrisons "sat on their rights" with their attorney, they are now prevented from raising any challenge to my rightful recovery of damages.

4. Appellees' Brief "APPENDIX 'A'" corroborates and shows that Britt was denied Equal Protection when eleven (11) email notifications were sent out on the day judgment was entered, however NO EMAIL was sent to Britt, the Plaintiff and Appellant in this case.

Orrisons' Appellee's Brief has attached to it "APPENDIX 'A'" that shows the Jackson County Chancery Court Clerk sent out eleven (11) email notifications on January 18, 2022, the very day judgment was entered, notifying recipients of those eleven different email addresses of the entry of the judgment. The ONLY email address on file which DID NOT receive the courtesy of a similar (i.e., "Equal Protection") same-day notice was MINE! NOT ONE of the eleven email notifications sent out that day was sent to me, the Plaintiff/Appellant! My email address, just like my name, my full mailing/street address, and my telephone number appears on every pleading ever filed in this case. My email address was and is on file with the court, and it was a deliberate and intentional act to "secret" the entry of the judgment from me.

How do I know that it was intentional? I specifically sent numerous emails to the Jackson County Chancery Court Clerk on three consecutive days (copies of which are attached to my post-judgment motion in this case that was filed more than 10 days after entry of judgment only because I DIDN'T KNOW JUDGMENT HAD BEEN ENTERED) after our last hearing on January 5, 2022. I made it perfectly clear that I had absolutely no access to their court records online because they charge a substantial monetary subscription fee to now access public records online, which in itself is unjust, and I was at the mercy of the court clerk's office to keep me informed. Not only did the court clerk never notify me of entry of the judgment, they would not even give me the simple courtesy of a reply or response of any kind to any of my multiple emails which I sent on January 11, 12 & 13, 2022. Having never received a reply of any kind, I followed up with a phone call to the court clerk's office on January 14, 2022 to inquire of the status of the judgment, and while on the phone I told the lady I had sent multiple requests to be kept informed and had never received any reply in return. I then reiterated on the phone the contents of my email messages and emphasized that I had no way to access online court records and that I live 150 miles away from

their courthouse and I begged the clerk to ***please*** keep me informed. (Exhibits 1, 2, 3, and 4 to Plaintiff's Motion for New Hearing filed by mailing USPS February 7, 2022).

I have no idea why the court clerk would send immediate notification to eleven different email addresses, many of whom I don't even know and have never heard of, but NOT ME when I am the premier party to this litigation and have begged and begged to be kept informed. The court clerk actually even sent notice to the "***pricks***@cityofpascagoula.com"! I don't even know who these "*pricks*" are at the city of Pascagoula or what interest they could possibly have in my case. It sounds like a sick, perverted joke, but I am not laughing. Can somebody please explain this sick joke and please explain why everyone is laughing except me? I beg and plead to be kept informed, yet some unknown perverts receive notice of my case when time is terribly critical to me and the 150-mile distance prohibits me from dropping by the courthouse to check the status of my case.

If that is not a violation of my Equal Protection and Due Process rights, I don't know what is! Apparently, I am treated as a red-headed stepchild because I am a pro se party and can't afford to hire an attorney to represent me. Therefore, I don't deserve to be treated equally or fairly? If you're a wealthy party who hires an attorney, then you get notice instantly by email? But if you're a party to a lawsuit who can't afford to hire an attorney, then you DO NOT get instant notice, no matter that you have an email address clearly visible on every pleading or how much you beg! I am not rich and do not have the money to hire an attorney, so therefore I have no choice but to proceed pro se, and probably the greatest reason I have no money is because Orrisons bled me out by preventing my Southland Log Homes business from opening for four long years! So, it seems that in Jackson County, if you have enough money to hire an attorney, then you are entitled to the courtesy of a reply to email requests and entitled to ***immediate notification*** when any action occurs on your case. So, I wonder if "all citizens are created equally" is only for those with money to hire a lawyer! If you're economically strapped and are disabled and live 150 miles from the courthouse, then you are simply left out in the cold! You don't have equal standing. You are NOTHING!

RECAP OF APPELLANT'S CASE AND CONCLUSION

The court ordered me to convey the Wilson House to Orrisons, and that I did, but Orrisons did not want the Wilson House so they breached. Orrisons repeatedly made it perfectly clear that they had changed their minds and did not want to keep their word, and they were willing to go to any length to get out of the contract.

Nearly a year after Orrisons breached, Gautier came down hard on me like a sledgehammer on May 16, 2013. I very quickly made this known (before the month was out) to the trial court and expressed my genuine concern that I now had criminal charges against me for building code violations. The trial court took it very lightly and simply said, "just tell the Gautier City Court judge that the matter is pending in my court, and I'm sure he will understand". I did what the trial court said, and it worked for a while, in fact, for quite a long while. But eventually my luck ran out and the City of Gautier sent its police department out on May 10, 2016, to place handcuffs on me and arrest me because of their public embarrassment had finally overflowed to a boiling point. More than three and one-half (3 ½) years had passed since Orrison had been ordered to move the Wilson House, and yet Orrison still had not removed his eyesore that sat along I-10 right in front of Bienville Orthopedics' new multi-million-dollar vast medical complex, so someone was going to pay the consequences. Did they go arrest Brad Orrison? NO! THEY ARRESTED ME!

After wrangling and negotiating for three months from May 10, 2016 to August 10, 2016, while suffering from heart dysrhythmia and high blood pressure and constant sleep deprivation and nightmares, I finally relented, under pressure, and agreed to let Gautier move the house and drop criminal charges against me and allow me to finally get the green light to open my Southland Log Homes dealership that had sat stagnant for four long years. Not four days, not four weeks, not even four months, but for four long, agonizing years, our new business sat vacant and unusable and stagnant, and the sole reason and the sole obstacle which prevented its opening... Brad

Orrison's deliberate breach of the contract and refusal to move the building, in open violation of a direct court order to move the Wilson House!

Attached as APPENDIX "A" to Appellant's Reply Brief is the official Gautier Municipal Court document that shows my arrest on May 10, 2016. I would never have known the proper procedure for presenting same if the Appellees had not just shown me how to do this. I was severely criticized at trial by both Defense attorney and trial court for not knowing how to present extra matters to the court, and I repeatedly explained that I did not know of any procedure for doing so. Luckily, the Appellee led by example in Appellee's Brief APPENDIX, so now I know how.

If you have never been arrested and shackled in handcuffs and forced into the back of a police car, you have no earthly idea how embarrassing and humiliating and disturbing it is. Orrison committed the wrong by thumbing his nose at our agreement and openly violating a court order. He was the evildoer, but he did not get arrested and hauled off to jail. No, the innocent person got arrested and treated like a criminal while Orrison got away with his wrongdoings, just as he always has. If I had not agreed to mitigate damages by allowing Gautier to move the Wilson House, I would probably still be in jail. So, where is the justice? Why does the bad guy get rewarded and the innocent one gets punished? This punishment has been going on for eleven years now. I said it before, and I will say it again... this case might sound like it could be a Hollywood fiction or a John Grisham novel, but unfortunately, this is reality. This truly is a real-life horror story that my wife and I fear may never end. It has literally ruined our lives these past eleven (11) years.

I was handed lemons, and yet I was still able somehow to make lemonade. I saved a unique and irreplaceable piece of Mississippi history from destruction, and it is now safely preserved and open to the public for all to enjoy and to be used as a precious and invaluable educational tool for generations to come. I am the only one (i.e., at the trial level) who has strived consistently to do the right thing in this case. I have suffered the consequences for doing so, but sometimes you just have to stick to your guns and do the right thing, no matter how much it costs you in the long run.

I proved all of the required elements of my case during the remanded hearings. My Motion filed October 24, 2012 (Exh. 1, 11-04-2021), was attested, and became an affidavit introduced into evidence. Orrison never contested or challenged my presentation of damages at trial, and Orrison never put on any evidence to deny it, refute it, or overcome the presumption, so my entire case remains totally uncontested. The time for Orrison to defend my claims was at trial, but he didn't.

This case does not need to be remanded for any further hearings on damages. Since Orrison put on no defense or challenges or denial at trial to my damages sought, I was, and am, entitled to my uncontested damages. At trial I showed that I was entitled to costs in the amount of **$5,065** (Exh. 1, 1-5-2022), and **$500** (Exh. 3, 11-4-2021), and **$25,236** (Exh. 1, 1-5-2022), and **$696,000** (Exh. 1, 11-4-2021, P7, Motion of 10-24-2012) (i.e., 1,392 days from October 18, 2012 to August 10, 2016 X $500), and **$2,500** (Exh. 1, 11-4-2021, P7, Motion of 10-24-2021), **for a total of $729,301**, *PLUS* conveyance by deed *either* the E ½ or W ½ of Lot 16, Fountainbleu estates as ordered, *plus all new and additional costs of court.*

This should be reversed and rendered to finally allow this nightmare to end. I should be awarded the requested and proven damages of **$729,301 + Deed** that were 100% uncontested, with the appropriate interest and all costs.

Respectfully submitted,

/s/ Brian Britt
Brian Britt, Appellant, Pro Se

GAUTIER MUNICIPAL COURT GAUTIER MUNICIPAL COURT 3329 HIGHWAY 90 GAUTIER, MS 39553 Phone: (228) 497-8036 Fax:(228) 497-8043	**APPEARANCE BOND**	Case Number: 130378

CITY of GAUTIER,
STATE of MISSISSIPPI,
JACKSON COUNTY:

We BRIAN BENTON BRITT, principal, and _____ sureties agree to pay the CITY of GAUTIER the sum of BOND AMOUNT LISTED BELOW, unless the said BRIAN BENTON BRITT shall appear before JUDGE JASON THORNTON, the undersigned Municipal Judge, CITY of GAUTIER, MISSISSIPPI, on at 6/13/16 @ 1:30pm (AKD)

to answer the charge of **ZONING VIOLATION**

and then and there remain from day to day and term to term, until discharged by law.

Bond Amount: $ 400.00

X Brian Britt _____ Principal

Witness our hands this 10th of May, 2016

_____ Surety

_____ Surety

_____ Surety

Approved _____
MUNICIPAL COURT JUDGE OF GAUTIER, MISSISSIPPI

05/10/2016 at 08:15 AM Syscon#: 2603

APPENDIX "A"

CERTIFICATE OF SERVICE

I, Brian Britt, do hereby certify that I have this day filed a true and correct copy of the above and foregoing document and also an electronic file copy thereof with the Clerk of the Court, and have mailed a copy to:

Nathan Prescott
Page, Mannino, Peresich & McDermott
759 Vieux Marche Mall
Biloxi, MS 39533
Attorney for Craig Bradley Orrison and The Shed, Inc.

I, Brian Britt, do hereby certify that I have this day mailed by United States Mail, postage pre-paid, a true and correct copy of the above and foregoing to:

Honorable D. Neil Harris, Chancery Judge
Jackson County Chancery Court
P.O. Box 998
Pascagoula, MS 39568

This the 5th day of June, 2023.

/s/ Brian Britt
Brian Britt, Appellant, Pro Se

B. Britt
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Silver Creek, MS
39663

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