

MISSISSIPPI SUPREME COURT DECISIONS – OCTOBER 10, 2019**SUPREME COURT - ORDERS****BOYD V. STATE****COURT ORDER**

POST-CONVICTION RELIEF - PROCEDURAL BAR - EXCEPTIONS - The denial of a post-conviction relief motion is a final judgment and bars subsequent requests for post-conviction relief unless (1) there are issues with the defendant's supervening insanity prior to the execution of a death sentence; (2) there has been an intervening decision of the United States Supreme Court or of the Mississippi Supreme Court, which would require a different outcome or sentence; (3) there is newly discovered evidence, which was not previously discoverable, that would have been practically conclusive if it were available at trial; or (4) the defendant claims that his sentence has expired, or his probation, parole, or conditional release has been unlawfully revoked

POST-CONVICTION RELIEF - APPLICATIONS - SANCTIONS - A court may impose monetary sanctions or restrict future filings for post-convictions relief if it finds the applications for post-conviction relief are frivolous

ORDER

Terrence O'Neal Boyd, after his conviction and sentence was affirmed by the Miss. Court of Appeals in 2000, filed six petitions for post-conviction collateral relief, all of which have been denied or dismissed by the Miss. Supreme Court. In the application at issue, Boyd claims that he is entitled to post-conviction collateral relief based on an alleged violation of the Confrontation Clause and his claim of actual innocence. The court found his claims were time barred, successive-writ barred, and/or waived, and they failed to meet any exceptions. The court denied Boyd's Application for Leave to Proceed to Trial Court and found it frivolous, therefore warning Boyd that any future filings deemed frivolous may result in monetary sanctions or restrictions on filing applications for post-conviction collateral relief in forma pauperis.

OBJECTION IN PART

Presiding Justice King agreed that Boyd's application did not merit relief but disagreed that the application was frivolous and with the warning imposed by the court that future filings deemed frivolous may result in monetary sanctions or restrictions on filing applications for post-conviction collateral relief in forma pauperis. He argued Boyd made reasonable arguments in his application and that it should not have been considered frivolous by the court. He also stated that the future warning of sanctions or restrictions was improper, as the imposition of monetary sanctions on a *pro se* defendant proceeding in forma pauperis only serves to punish or preclude a defendant from his right to appeal.

Denied - 2011-M-00416 (Oct. 10, 2019)

En Banc Order by Justice Griffis

Briefed by [Allison Middleton](#)

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IN RE LOCAL RULES - ELEVENTH CHANCERY DISTRICT**COURT ORDER****ORDER**

This en banc order by the Mississippi Supreme Court was made in consideration of the Petition to Amend Local Rules for the Eleventh Chancery Court District filed by Ronny Lott, the Chancery Clerk of Madison County, and by the Chancellors for the Eleventh Chancery District. It amended Local Rules 2 –19 to conform to the district’s chancellors’ schedules, names and contact information. It also amended court procedure.

Exhibit A, referenced in and attached to the order, shows that Local Rules 2 – 19 have been amended to reflect the chancellors’ schedules, the number of chancellors in the district, the chancellors’ names and contact information, and the amended court procedures.

Ordered - 89-R-99015-SCT (Oct. 1, 2019)

En Banc Order by Justice Coleman

Briefed by [David Boydston](#)

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IN RE LOCAL RULES - FIFTH CHANCERY DISTRICT

COURT ORDER

ORDER

This en banc order by the Miss. Supreme Court, made in consideration of Denise Owens’ letter motion, amended Local Rules 1, 3, 4, 9, 10, 17, and 23 of the Rules of Practice and Procedure for the Fifth Chancery District. This amendment to the Rules will be effective 30 days after entry of the Order on October 1, 2019.

Exhibit A, referenced in and attached to the Order, shows that Rules 1, 3, 4, 9, 10, 17, and 23 are amended in part, with revisions to Rule 23.

Ordered - 89-R-99015-SCT (Oct. 1, 2019)

En Banc Order by Justice Ishee

Briefed by [Jack Byrd](#)

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IN RE LOCAL RULES - SIXTH CHANCERY DISTRICT

COURT ORDER

ORDER

This en banc order by the Mississippi Supreme Court, made in consideration of Chancellor Joseph Kilgore and Chancellor Kiley C. Kirk’s Order Adopting Local Rules, amends the Rules of Practice and Procedure for the Sixth Chancery District (Motion No. 2019-1085). This amendment to the Rules became effective 30 days after entry of the order on October 1, 2019.

Exhibit A, referenced in and attached to the order, amends sections (I) “Assignment of Terms of Court,” to substitute Judge Edward C. Fenwick with Judge Kiley C. Kirk; (II) “Assignment of Cases to Judges,” to amend assignment of judges when recusal is necessary; to amend assignment of cases in instances of mental, alcohol and drug commitments and Youth Court cases; to amend all cases previously assigned to Judge Fenwick to Judge Kirk; (III) “Trial Settings,” to amend that irreconcilable differences divorces and uncontested fault divorces will only be heard in the county where they are filed; (IV) “Motion Practice,” to amend the days designated as Motion Days for this District; (VI) “Administrative Matters,” to amend that all files so removed from the clerk’s office by the attorney shall be returned within twenty-four business hours of the time of removal, except in the case of a multiple day trial.

Ordered - 89-R-99015-SCT (Oct. 1, 2019)

En Banc Order by Justice David M. Ishee

Briefed by [Melissa Fenwick](#)

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MISSISSIPPI COURT OF APPEALS DECISIONS – OCTOBER 8, 2019

COURT OF APPEALS - CIVIL CASES

COLLADO V. COLLADO

CIVIL - DOMESTIC RELATIONS

DIVORCE - CHILD SUPPORT- MODIFICATIONS - Child support is subject to modification after the divorce decree, but there must be a material change of circumstances that was not foreseeable prior to the time of the agreement

DIVORCE - DIVISION OF PROPERTY - MODIFICATIONS - The division of marital property is no different than any other contract and is unlikely to be altered by the courts after the divorce decree

FACTS

In 2016, Chris and Jennifer Collado were granted an irreconcilable differences divorce. The chancery court approved the divorce decree's child custody and property settlement agreement, which granted Jennifer custody of their four children and required Chris to pay child support. The agreement provided that Chris would pay for the children's private school education ". . . so long as the parties jointly agree for the children to be in private school, including tuition, registration fees, continuing through each child obtaining a high school diploma . . ." In 2017, Jennifer filed a petition to modify the divorce judgment, asking the court to order Chris pay for all four children's private education. Chris said he could no longer afford to pay for all four and suggested that his two youngest integrate into the public school system. The chancellor subsequently ordered he continue paying for all of the children's private education because there was not enough evidence of economic burden. Chris appealed.

ISSUES

Whether (1) the provision requiring a party to pay private school tuition is in the nature of child support and therefore subject to modification and (2) the chancellor erred by modifying the terms of the parties' child custody and property settlement agreement.

HOLDING

(1) Because private school tuition is considered part of child support and child support is treated differently than division of marital property, the private school tuition provision is subject to modification, but only if there is a material change in circumstances that was not foreseeable prior to the time of agreement. (2) Because the agreement expressly contemplated that Chris might decide to stop sending all or some of his children to private school, the change in circumstances was foreseeable, which prevented the chancellor from modifying the private education provision regardless of other factors including financial status. Therefore, the Court of Appeals reversed the judgment of the Rankin County Chancery Court.

Reversed & Rendered - 2017-CA-01644-COA (Oct. 8, 2019)

Opinion by Presiding Judge J. Wilson

Hon. John C. McLaurin Jr. (Rankin County Chancery Court)

Heather Marie Aby for Appellant - Gary Lee Williams for Appellee

Briefed by [Kaitlin Bethay](#)

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GRINER V. GRINER

CIVIL - DOMESTIC RELATIONS

DOMESTIC RELATIONS - DIVORCE - APPELLATE COSTS - A trial court does not have the discretion to ignore a court mandate assessing appellate costs

DOMESTIC RELATIONS - DIVORCE - EQUITABLE DISTRIBUTION - When a trial court makes a calculation error regarding the value of the marital estate, the issue is to be remanded to the trial court for the error to be corrected, and, once it is corrected, the trial court's asset division may be properly affirmed

DOMESTIC RELATIONS - DIVORCE - ALIMONY - When determining an alimony award, a trial court does not abuse its discretion by considering the financial disparity between appellant and appellee

DOMESTIC RELATIONS - DIVORCE - ALIMONY - Health insurance falls under the category of alimony and support in determining an alimony award, and a trial court acts within its authority to include health insurance in an alimony award if appellant and appellee authorize the court to determine alimony and support

FACTS

During their marriage, Melanie and Charles "Chip" Griner Jr. agreed that Melanie would be a stay at home mother to the couple's two children while Chip worked outside the home to financially support the family. The couple ultimately separated and were granted a divorce in Marion County. During their divorce proceedings, they gave written consent to allow the chancery court to decide alimony, equitable distribution of the marital estate, and equitable division of their debts. The chancery court calculated the value of the marital estate, which included the marital home and its surrounding land, Chip's interest in a condominium, his investment accounts, and his shares in two bank corporations. Because Chip had a substantial separate estate, the chancery court awarded Melanie monthly periodic alimony, a lump sum alimony, and seventy percent of the marital estate. Chip was also assigned one hundred percent of the marital debts and ordered to maintain Melanie's health insurance coverage. Chip appealed the chancery court's decision. On appeal, the court found that the chancery court erred in calculating the real property value based on its gross, rather than net, value. As a result, the chancery court did not take the mortgage on the house into consideration, which lowered the value of the house and surrounding land to \$434,500, rather than the \$762,500 total used in the chancery court's calculation. The court also found the chancery court's final judgment ordering Chip to maintain a life-insurance policy for one million dollars with Melanie as the beneficiary to be an unreasonable and excessive amount and that a scrivener's error made it unclear how long Chip was to maintain Melanie's health insurance. The court remanded the case to the chancery court to clarify these issues and assessed appellate costs to Melanie. Chip filed a motion to recover these appellate costs to the chancery court, which was denied. On remand, the chancery court revised its judgement on the equitable division, awarded Melanie seventy percent of the corrected marital estate value, and increased Melanie's lump sum alimony to compensate for the decrease in the equitable division. Additionally, the chancery court clarified that Chip was to provide Melanie with health insurance until she was sixty-five years old and maintain a life insurance policy for \$700,000 with Melanie as the beneficiary. Chip appealed.

ISSUES

Whether the chancery court erred in (1) failing to execute the court's mandate assessing appellate costs from the first appeal to Melanie; (2) its valuation and equitable division of the marital estate; (3) its alimony and support awards; (4) not finding that Chip's expenses exceeded his income; (5) failing to reevaluate the assignment of the marital debts; and (6) acting beyond its authority when it included health insurance coverage in the alimony award.

HOLDING

(1) Because the court issued a mandate ordering Melanie to pay the costs of the first appeal, and because Melanie did not seek relief through either a motion for rehearing under Miss. R. App. P. 40 or a motion to retax the costs, the chancery court erred in failing to execute the court's mandate entitling Chip to all costs of the original appeal. (2) Because the chancery court fixed the calculation errors regarding the value of the marital estate on remand, because the distribution of the marital estate had previously been decided, because the court declined to reconsider the issue, and

because the nature of the loans from Griner Drilling had previously been decided and had become the law of the case, the chancery court did not err in its valuation and equitable division of the marital estate. (3) Because the chancery court had wide latitude in its discretion to award alimony, and because there was a significant financial disparity between the two estates due to Melanie’s financial need and Chip’s financial ability, the chancery court’s alimony and support awards were proper. (4) Because Chip failed to support the allegation that his expenses exceeded his income with legal authority, and because the chancery court properly considered the *Armstrong* factors when it awarded alimony and support, the allegation that Chip’s expenses exceeded his income was unsupported. (5) Because the assignment of marital debts had previously been decided and became the law of the case, the chancery court properly declined to reevaluate allocation of the marital debts, and Chip’s argument was procedurally barred and without merit. (6) Because health insurance fell under the category of alimony and support, which Melanie and Chip authorized the chancery court to determine, the chancery court acted within its authority when it included health insurance in the alimony award. Therefore, the Court of Appeals affirmed in part and reversed and remanded in part the judgment of the Marion County Chancery Court.

Affirmed in Part; Reversed & Remanded in Part - 2018-CA-00694-COA (Oct. 8, 2019)

Opinion by Judge McCarty

Hon. Johnny Lee Williams (Marion County Chancery Court)

S. Christopher Farris for Appellant - Richard Anthony Filce & Erik M. Lowrey for Appellee

Consolidated with:

Affirmed in Part; Reversed & Remanded in Part - 2015-CT-01903-COA (Oct. 8, 2019)

Hon. Johnny Lee Williams (Marion County Chancery Court)

S. Christopher Farris for Appellant - Richard Anthony Filce. & Erik M. Lowrey for Appellee

Briefed by [Anna McLemore](#)

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HECKENBERGER V. LIVINGSTON DEV. CORP.

CIVIL - REAL PROPERTY

CONTRACTS - INTERPRETATION - AMBIGUITY - Whether a contract is ambiguous is a question of law and, if it is not ambiguous, the court must enforce the contract as written; a court’s concern is not nearly so much with what the parties may have intended, but with what they said, since the words employed are by far the best resource for ascertaining the intent and assigning meaning with fairness and accuracy

CONTRACTS - STANDARD OF REVIEW - ATTORNEY’S FEES - The trial court’s decision regarding attorney’s fees is subject to an abuse of discretion standard of review; absent some statutory authority or contractual provision, attorney’s fees cannot be awarded unless punitive damages are also proper

CIVIL PROCEDURE - INSUFFICIENCY OF PROOF - MOTION TO DISMISS - A defendant’s motion to dismiss should be granted if the plaintiff has failed to prove one or more essential elements of his claim or if the quality of the proof offered is insufficient to sustain the plaintiff’s burden of proof

FACTS

In 1999, the Madison County School Board (“the Board”) entered into a development lease with Livingston Development Corporation (“the Developer”) to develop and market subdivision lots for long-term residential leases. After entering the lease, the Developer divided the land into fifty-nine lots. A couple of years later, the Board and the Developer executed and filed the “Corrected Declaration of Covenants, Conditions, and Restrictions for Livingston Subdivision” (“the Covenant”). Under the terms of the Covenant, the Developer and the School District created and organized the Association. The Association assigned the powers and duties for the administration and maintenance of the common areas, enforced the covenants, and determined, collected, and disbursed the maintenance and special assessments and other charges. In 2002, the marketing

and sale of the lots commenced. Since then, the Association required owners/members to pay annual assessments of \$500 per lot. The Developer was a member of the Association, and it had never paid any assessments. Homeowners, including Heckenberger, filed a complaint on behalf of the Association asserting that the Developer owned lots in the subdivision and was liable to the Association for assessments pursuant to the covenants. In their final judgment, the chancery court ruled that the Developer was the owner of the lots. Further, the court dismissed the homeowners' request for unpaid assessments due to the Developer not receiving written notice as required by the covenants. As a result of the lack of written notice, there was determined to be no continuing lien on the Developer's lots, and its voting rights would not be suspended. In addition, the court found that, because the homeowners failed to prove that the Developer owned the common areas, they were not entitled to relief. Lastly, the court denied both parties' requests for attorney's fees. Homeowners appealed.

ISSUES

Whether (1) the Developer was the "owner" of the unsold residential lots; (2) the substantial evidence supported the rest of the chancery court's rulings; and (3) either party is entitled to attorney's fees.

HOLDING

(1) Because the Developer had a renewed lease directly from the District for certain lots, it became the record holder of a leasehold interest and thus the owner of those lots. Further, because the covenants did not make a distinction or limitation, the chancery court did not err in finding that the Developer is an "owner" within the meaning of the covenants. (2) Because the homeowners failed to show that written notice was given, it was found that there was substantial evidence to support the finding that the Developer did not owe assessments. Further, because the homeowners failed to prove that the Developer owned the common areas, they were not entitled to relief for the upkeep for the common areas, therefore substantial evidence was found to support the chancery court's ruling on this issue. (3) Because the Developer did not breach any portion of the covenants, the homeowners were not entitled to any attorney's fees. Further, because the chancery court did not find that the homeowners' lawsuit was either frivolous, brought in bad faith, without reasonable cause, or for an improper purpose, the Developer was not entitled to attorney's fees under Miss. Code Ann. § 79-11-193 or the Mississippi Business Corporations Act. Thus, the court did not err in holding that each party would bear its respective fees. Therefore, the Court of Appeals affirmed the judgment of the Madison County Chancery Court.

Affirmed on Direct Appeal & Affirmed on Cross-Appeal - 2018-CA-00069-COA (Oct. 8, 2019)

Opinion by Judge McDonald

Hon. Cynthia L. Brewer (Madison County Chancery Court)

John Howard Shows, John Samuel Grant IV, & Richard Allen Eisenberger Jr. for Appellants/Cross-Appellees - Jerry L. Mills, John Preston Scanlon, Holmes S. Adams, & Lindsey O. Watson for Appellees/Cross-Appellants

Briefed by [Brittany Brewer](#)

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WEST V. STATE FARM MUT. AUTO. INS. CO.

CIVIL - PERSONAL INJURY

CIVIL PROCEDURE - JURISDICTION - STANDING - Parties have standing under Miss. law to sue or intervene when they assert a colorable interest in the subject matter of the litigation or experience an adverse effect from the conduct of the defendant, or as otherwise authorized by law

CIVIL PROCEDURE - INVOLUNTARY DISMISSAL - FAILURE TO PROSECUTE - A court may uphold a Rule 41(b) dismissal when there is: (1) a record of dilatory or contumacious conduct by the plaintiff; and (2) a finding that lesser sanctions would not serve the interests of justice; additionally, other aggravating factors like the extent to which the plaintiff was responsible for the delay, the degree of actual prejudice to the defendant, and whether the delay was the result of intentional conduct may be considered

FACTS

On December 15, 2000, Janita West filed a lawsuit against Harry Bryant for personal injuries from an automobile accident that occurred on December 17, 1997. West also filed a lawsuit against State Farm on December 16, 2000, for uninsured/underinsured motorist benefits and for breach of the duty of good faith and fair dealing. Bryant answered the complaint in 2002 and filed a motion to compel after West failed to respond in a timely manner. West responded to Bryant 832 days later on January 31, 2004. Between 2005 and 2008, the only action West took was to consolidate the cases and file an amended complaint. No further action was taken until July 21, 2011, when Bryant filed a motion to dismiss for want of prosecution pursuant to Miss. R. Civ. P. 41(b), which the court denied. Between May 2012 and May 2014, West only filed a motion in limine. After that issue was disposed of, West did nothing for another two and a half years when Bryant filed a second motion to dismiss for want of prosecution on November 30, 2016. State Farm joined Bryant's November 30, 2016, motion to dismiss. On May 22, 2017, the court entered an order granting the motion to dismiss for want of prosecution. The trial court denied West's motion to reconsider. West appealed.

ISSUES

Whether (1) State Farm had standing to join Bryant's motion to dismiss and (2) the court erred in dismissing the case pursuant to Miss. R. Civ. P. 41(b).

HOLDING

(1) Because West sued State Farm and made it a party to the action, State Farm had a colorable interest in the litigation, and it had a right to defend itself against the claims. (2) Because the almost seventeen-year delay from the date of filing to the date of dismissal was inexplicable, and because the trial court considered West's arguments for lesser sanctions, the trial court properly denied West's motion for reconsideration of the dismissal. Therefore, the Court of Appeals affirmed the judgment of the George County Circuit Court.

Affirmed - 2018-CA-00557-COA (Oct. 8, 2019)

Opinion by Judge McDonald

Hon. Kathy King Jackson (George County Circuit Court)

A. Malcolm N. Murphy for Appellant - H. Benjamin Mullen, Michael F. Myers, & Michael Riley Moore for Appellees

Briefed by [Haley Nutt](#)

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COURT OF APPEALS - CRIMINAL CASES

CRAWFORD V. STATE

CRIMINAL - FELONY

EVIDENCE - HEARSAY – TENDER-YEARS EXCEPTION - Under Miss. R. Evid. 803(25), a statement by a child of tender years describing any act of sexual contact with or by another is admissible if: (A) the court—after a hearing outside the jury's presence—determines that the statement's time, content, and circumstances provide substantial indicia of reliability; and (B) the child either (i) testifies; or (ii) is unavailable as a witness, and other evidence corroborates the act

HEARSAY - TENDER YEARS EXCEPTION - WRIGHTFACTORS - Under *Wright*, the trial court can consider a non-exhaustive list of factors when determining if there was sufficient indicia of reliability, including: (1) whether there

is an apparent motive on the declarant's part to lie; (2) the general character of the declarant; (3) whether more than one person heard the statements; (4) whether the statements were made spontaneously; (5) the timing of the declarations; (6) the relationship between the declarant and the witness; (7) the possibility of the declarant's faulty recollection is remote; (8) certainty that the statements were made; (9) the credibility of the person testifying about the statements; (10) the age or maturity of the declarant; (11) whether suggestive techniques were used in eliciting the statement and (12) whether the declarant's age, knowledge, and experience make it unlikely that the declarant fabricated

CRIMINAL PROCEDURE - JUDGMENT - NOTWITHSTANDING THE VERDICT - A motion for a judgment notwithstanding the verdict ("JNOV") challenges the sufficiency of the evidence presented to the jury; the critical inquiry is whether the evidence shows beyond a reasonable doubt that the accused committed the act charged, and that he did so under such circumstances that every element of the offense existed

CRIMINAL PROCEDURE - JUDGMENT - WEIGHT OF THE EVIDENCE - A motion for a new trial challenges the weight of the evidence, and the Court of Appeals will only reverse a jury's verdict when it is so contrary to the overwhelming weight of the evidence that to allow it to stand would sanction an unconscionable injustice

FACTS

Eleven-year-old Amy woke up to find 22-year-old Keith Crawford on top of her; both of their clothing had been pulled down. Scared to tell her mother, Amy wrote a note instead and showed it to her friend, Bob. Bob notified his mother and Amy recounted the event to Bob's mother and subsequently, her own mother. Sometime thereafter, Amy and her mother met with a forensic interviewer who specialized in interviewing and assessing minors who are victims of sex crimes. During the recorded interview, Amy was presented with a male and female body diagram. Amy identified the penis on the male figure, and the vagina on the female figure as the body part that Crawford's penis touched. Further, the statements Amy made to her mother, Bob's mother, and the forensic interviewer were admitted under the tender-years exception to hearsay set forth in Miss. R. Evid. 803(25). At trial, Amy's mother, Bob's mother, and the forensic interviewer testified and relayed similar testimony consistent with what Amy expressed in her note: that Amy woke up with Crawford on top of her and both of their pants were pulled down. Amy also testified at trial, however, her trial testimony differed from her previous statements. When asked what part of Crawford's body she could feel while lying in bed, Amy responded "his legs" and then stated that she could not remember. The defense did not cross-examine Amy but objected to the hearsay testimony of Amy's mother, Bob's mother, and the forensic interviewer, because Amy's trial testimony did not provide that Crawford's penis had touched her vagina as alleged in the indictment. The court overruled the objection. The defense presented no witnesses, and the jury ultimately found Crawford guilty of fondling. As a result, Crawford motioned for JNOV and a new trial, both of which were denied. Crawford appealed.

ISSUES

Whether the trial court erred in (1) allowing Amy's hearsay statements; (2) denying Crawford's motion for a judgment notwithstanding the verdict; and (3) denying Crawford's motion for a new trial.

HOLDING

(1) Because the trial court garnered sufficient evidence at the tender-years hearing to apply the *Wright* factors, the trial court did not err in finding the hearsay statements were reliable and admissible. (2) Because the testimony and proof provided was sufficient for a rational juror to have found Crawford guilty beyond a reasonable doubt of the offense charged, the trial court did not abuse its discretion or err in denying Crawford's motion for a judgment notwithstanding the verdict. (3) Because the jury's verdict was not against the overwhelming weight of the evidence, the trial court did not abuse its discretion or err in denying Crawford's motion for a new trial. Therefore, the Court of Appeals affirmed the judgment of the Quitman County Circuit Court.

Affirmed - 2018-KA-01331-COA (Oct. 8, 2019)

Opinion by Judge McDonald

Hon. Linda F. Coleman (Quitman County Circuit Court)

Justin Taylor Cook (Pub. Def. Office) for Appellant - Alicia Marie Ainsworth (Att'y Gen. Office) for Appellee

Briefed by [Nicole Broussard](#)

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