



NORTHERN DISTRICT OF TEXAS

ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the order of the Court.

Signed January 19, 2006

Hamlin DeWayne Hale
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION**

**JESSIE DESOTA ADAMS and wife,
LAHONDA GAIL ADAMS,
Debtors**

§ **Case No.: 02-50057-hdh7**
§ **Chapter No.: 7**
§

JESSIE DESOTA ADAMS

vs.

ROBERT ST. CLAIR

§ **Adversary No.: 05-05012-hdh**
§ **Trial date: January 12, 2006 at 10:30 a.m.**
§ **Trial place: U.S. Bankruptcy Courtroom,**
§ **Lubbock, Texas**
§

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Court makes the following findings of fact and conclusions of law after hearing and considering the evidence admitted at trial of this cause on January 12, 2006:

1. Findings of Fact:

a. Plaintiff sued Defendant St. Clair for legal malpractice regarding legal services provided by Defendant St. Clair before, on, and after January 16, 2002.

b. Defendant St. Clair owed Plaintiff a duty to render legal services in a competent and professional manner, and Defendant St. Clair did not breach this duty to Plaintiff.

c. Alternatively, if there had been a breach of said duty Defendant St. Clair owed to Plaintiff, any such breach did not proximately cause damage to Plaintiff.

d. Regarding any claims Plaintiff asserted or could have asserted against Defendant St. Clair before January 16, 2002, Plaintiff failed to list the same, even though he knew such claims existed, in his Chapter 7 schedules and is estopped thereby from recovery on any such claims.

e. Defendant St. Clair never made a material misrepresentation or failed to disclose a material fact to Plaintiff during the existence of the attorney-client relationship between Plaintiff and Defendant St. Clair.

f. Defendant St. Clair was not responsible for any financial distress Plaintiff experienced before, during, or after his Chapter 7 case.

g. Defendant St. Clair never took or threatened to take action of any kind against Plaintiff during or after his representation of Plaintiff.

h. No actions, inactions, or other conduct of Defendant St. Clair overcame Plaintiff's free will and caused him to do that which he would not otherwise have done regarding the settlement with First State Bank, Abernathy, Texas, the deed in lieu of the 200 Acre Tract, and the Chapter 7 filing.

i. Defendant St. Clair and First State Bank, Abernathy, Texas, including its counsel, never had a meeting of the minds to commit any unlawful, overt act against Plaintiff regarding Plaintiff's land, farm equipment, First State Bank, Abernathy, Texas loans, or any other matters.

j. Defendant St. Clair did not breach the fiduciary duty he owed Plaintiff as the result of the attorney-client relationship that existed between the parties.

k. At all times when Plaintiff signed legal documents while Defendant St. Clair was providing legal services to him, Plaintiff was mentally and physically competent.

l. At all times when Plaintiff met with Defendant St. Clair to discuss legal matters, Plaintiff was mentally and physically competent.

2. Conclusions of Law:

- a. This court has subject matter jurisdiction of this matter.
- b. This case is a core proceeding.
- c. Plaintiff is precluded and estopped from asserting any claims against Defendant St. Clair.
- d. Defendant St. Clair did not commit legal malpractice against Plaintiff.
- e. Plaintiff is precluded and estopped from attempting to obtain relief from any prior orders signed by this Court.

###End Of Order###