



MISSISSIPPI ASSOCIATION OF
PETROLEUM LANDMEN

MAPL NEWSLETTER

October 2020



**MONDAY, OCT. 12, 2020
ZOOM MEETING**

PAUL PARRISH, Speaker,
Division Director, Geologist,
Miss. Dept. of Environmental Quality

MONDAY, OCTOBER 12, 2020 will be our second monthly meeting of the 2020-2021 program year.

Where: Virtual Meeting - VIA Zoom
 Time: 11:30 - 1:00
 Buffet Lunch: \$0.00
 Topic: **“Environmental Geology”**
 Speaker: **PAUL PARRISH**, Geologist
 Division Director, Geology
 Mississippi Department of Environmental Quality

Looking forward to having you join us!

(One hour CE credit applied for with AAPL)

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MAPL ANNUAL DUES

According to the Association bylaws, annual membership fees are **due** to be renewed on **September 1st** of each year.

You may renew your membership online by going to <http://www.mslandmen.com/> and log into the members portion of the website. Click on the "Members Homepage" link and look for the green renewal link. OR you may also print the membership renewal form from the website and return with a **check in the amount of \$50.00** (made payable to MAPL) to MAPL, P.O. Box 907, Jackson, MS

MAPL OFFICERS & BOARD MEMBERS FOR 2020-2021

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emiller@millerlandprofessionals.com

CARTER CLARKE

Vice-President,
cclarke@tellusoperating.com

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Director, pquinn@pruet.com

NANETTE SINGLETON

Director, nanette.singleton@weyerhaeuser.com

PATRICK WHITE

Director, whipatrick@gmail.com

Congratulations to the newly elected members of the Board: Keri L. Falk, Matthew Ingram and Nanette Singleton. Our thanks to all the nominees/candidates for participating.

OFFICERS' FORUM

FROM THE MAPL PRESIDENT

Welcome back!

I am proud to be able to serve you this year as President of the Mississippi Association of Petroleum Landman for the 2020 - 2021 year. It is quite the honor to be elected by your peers to serve at such a position.

I want to give a big thanks to Wesley Day for his service as President last year. He represented our organization well, and I know I have some big shoes to fill. I also want to thank our outgoing three Board members for their service last year: Jimmy Ward, Matt James, and Allen Mixon. I appreciate your hard work and dedication to making MAPL better.

This year will look different than most as we are all living in unprecedented times. Learning a new way to communicate has been an endeavor in itself, but our September Zoom meeting went beautifully. I'm hoping that while we cannot meet in person at this time, our virtual meetings will allow for our members outside of the Jackson metropolitan area to attend more educational events.

Additionally, I would love to see more participation outside the Board from everyone. The Board will be moving forward with the Ag Museum project to clean up and restore the oil and gas site. I would also love for us to get involved in community service again as a whole, pandemic willing. If you are interested in participating or have any suggestions for service ideas, please give me a call or email me.

Our speakers for our virtual meetings have been confirmed for the rest of the fall and for January. Paul Parrish from the MDEQ will be live with us on October 12th, Dwayne Purvis will present to us on Climate, COVID, and Careers in November, and the AAPL President, Lester Zitkus will be with us in January. Our Vice President, Carter Clarke, is working on filling out the rest of the spring to give you a well-rounded year of continuing education.

Annual membership fees were due on September 1. If you have not paid your annual dues, please visit our website, www.mslandmen.com, to submit your payment through PayPal. You may also mail a check to our mailing address: P.O. Box 907, Jackson, MS 39205.

I'm excited to see what this year holds for all of us, and I hope we will see each other at luncheons again soon. Until then, I look forward seeing everyone through the computer screen.

Elizabeth B. Miller

MAPL President



MAPL MEETINGS, BBQ & GOLF TOURNEY



John Mixon, Dennis Craig, Jimmy Brickell, Preston Reeves & Jimmy Brickell, Jr.



Bruno Clement, Ann Boland Frazier, Bert Rosson, David W. Miller, (Front), John Bergen, Joe Gianola & Tom Daniels (Back)



Jeff Miller, Pete Markow & Rick Calhoon



Mike Quick, Scott Hines (l-r)



Chris Michael & Billy White



Triennial Attendees



FROM THE EDITOR

“The future ain’t what it used to be” - Yogi Berra

One of the salient axioms of the “oil bizness” and landwork is that you should always save and be prepared for when the downturn portion of the industry’s cyclical nature reappears. We are certainly dwelling in the midst of that at present—but ... life goes on.

STATUS OF THE INDUSTRY: A couple of articles, of national import, are included within this newsletter as well as a story about the viability of the Tuscaloosa Marine Shale (TMS) play. Mississippi Oil & Gas Board statistics, as to the condition of Mississippi oil and gas exploration, are located on Page 19.

THE TMS: Regarding the TMS in Wilkinson and Amite Counties, Australis (australis.com), reportedly owns 115,000 net acres in the TMS core, making it the largest producer and acreage holder in that region. In its July 2020 “Quarterly Activities Report”, Australis says, among other things, (1) “Production from the Field was voluntarily curtailed during the quarter to maximise netbacks during this low oil price period”, (2) Field operating expense costs were significantly reduced, (3) A restructuring of debt facility was accomplished”, and (4) “An active program is underway seeking potential partners to contribute to a forward program of acreage maintenance during this period of low oil prices and potential further drilling in an improved environment.” This “slowdown” is reflected in county chancery clerk land records—where Australis, since January 1, 2020, has filed of record only approximately 56 leases in Amite County and 4 leases in Wilkinson County. (Australis appears to have recorded only 16 leases in Wilkinson County in the year 2019.) Bay Gas, LLC (Ferriday, LA) has recorded nearly 60 leases in the latter county in 2020 while State Line Exploration (Houston, TX) filed nearly 200 leases there in 2019.

DENBURY RESOURCES, INC.: In late July, Denbury Resources, Inc. (a prominent operator in Mississippi) sought bankruptcy court approval of an agreement with creditors that will eliminate \$2.1 billion in bond debt. The company intended to file for voluntary Chapter 11 bankruptcy in a “prepackaged” deal with debt holders. According to the *Dallas Morning News*, “Denbury expects to continue normal operations through the bankruptcy process, with existing lenders putting up \$615 million in financing to support the company that operates primarily in the Gulf Coast and Rocky Mountain regions.”

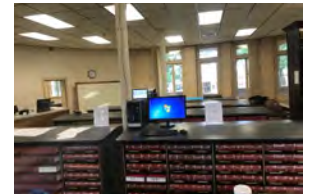
SQUARE MILE ENERGY L.L.C.: The Houston Texas based company spud the 19,294’ TD, Honey Bee #1, wildcat well in Grenada Lake Field (Grenada County) on May 23, 2020 and plugged it on July 27, 2020. Square Mile had already permitted a 1920 acre unit for the Honey Bee #2 and separately for the Honey Bee #5—which drilling efforts are assumed to now be dormant. Subsequently, three other integration petitions for 1,920—2,040 acreage units were dropped.

RECORDING FEE UPDATE: Mississippi recording fees were increased effective January 1, 2020—much to the chagrin of oil and gas companies. Among other changes, the modified law increased the charge for marginal notations to \$4.00 per document. So an assignment of numerous leases would be burdened with a charge of \$4.00 per lease assigned vs. the prior \$1.00 fee. Resulting in significantly increased recording fees, industry representatives, chancery clerks and ultimately legislators, during the recent session, agreed to ameliorate the expense/burden by legally requiring marginal notations on leases only “if requested on document or by cover letter” by the recording party. If so “requested”, the \$4.00 fee per instrument would be required. (See recording charges on Page 25.)

“MOST IMPROVED PLAYER”: Thomas Tolliver, the state’s senior chancery clerk, having served as Wilkinson County Chancery Clerk for 39 years, passed away in August of 2018.

The Wilkinson County Board of Supervisors selected David Wilkerson, an attorney in Woodville, Mississippi, as the interim chancery clerk—in which capacity he served for approximately 16 months.

An office frequently maligned as the most difficult courthouse to work at in the State of Mississippi was transformed during Wilkerson’s tenure to an unrecognizable degree and has become a valued digital repository.



Nakia Stewart Anderson, was subsequently elected to the position of chancery clerk in Wilkinson County and, according to Wilkerson, is performing very well. With the exception of the pre-MEC chancery docket (being prior to 1/1/2019) and LP, mechanics liens, etc. (from 1986-2017), all documents have been indexed and scanned to computer. The initial screen on the computer displays search parameters including (1) Deeds and Records 1/1/2018-Present, (2) Deed Index 1986-2017, (3) Pre-1993 Sectional Index and (4) a Historical Wills Index. This has resulted in an amazing contrast to the prior work environment!

NEWLY EFFECTIVE LAWS: A number of changes or additions, to laws of interest to landmen, are referenced/discussed in this newsletter. Of particular note are the “Real Property Transfer on Death Act” and the “Uniform Partition of Heirs Property Act”.

NEVER ENDING QUESTIONS: Three of the most common queries a landman makes in an initial appearance at a county seat or courthouse —(1) Where is the chancery clerk’s office?, (2) Where is a good place to eat lunch? And (3) How far back does your computer indexing/scanning go? (Of course, being questions not necessarily asked in that order) The first two inquiries are answered, within 8 pages and encompassing over 82 county seats, in this newsletter. Also included within are the names of the incumbent and newly (January) installed chancery clerks along with their contact information.

“You got to be very careful if you don’t know where you’re going, because you might not get there.” - Yogi Berra

THE TIMES...THEY ARE A-CHANGIN’: Those of us who have frequented southwest Mississippi courthouses will miss the following named recent retirees—who have very helpfully anchored the staff and record rooms in Pike and Amite Counties for many years. I am referring to Sherlon Blue, in Magnolia, Mississippi, and Patrice Cook and Diane Reese in Liberty, Mississippi. It’s hard to imagine those places without their helpful presence. Mattie L. Powell, deputy clerk and record room diva in Wilkinson County, is still around but apparently working in more than one county office and not as ever-present in that venue.

Mark B. Eppes, CPL, Editor
markeppescpl@yahoo.com



AAPL CORNER

An Update From Andrew Ueltschey, AAPL Director for Mississippi Association of Petroleum Landmen



The American Association of Professional Landmen (AAPL) held its Annual Meeting on June 17, 2020 and the first quarterly board meeting for the 2020/2021 year on September 12, 2020. Both meetings were held virtually instead of originally scheduled venues in Huntington Beach, CA and Traverse City, MI, respectively. The Mississippi Association of Petroleum Landmen was represented therein by Andrew Ueltschey, Associate Director.

HIGHLIGHTS:

Annual Meeting

After having to make the difficult decision to meet virtually rather than live proceedings, the AAPL delivered a free meeting for its membership - which meant thousands of dollars in savings and free continuing education for the members. The resulting attendance of 1900 members in 2020 was the largest membership "attendance" in the history of the AAPL Annual Meeting.

Membership

Membership is down ~19.4% from this time last year. As of 08/24/2020, the total was 11,489 total members – 10,136 active members, 861 associate members, 117 Retired CPL, 265 senior members and 110 student members. However, the Professional Development Assistance Program continues to get strong demand from our members. As of 8/24/20, \$10,210 have been awarded to 55 recipients of the program. After nearing 2017 levels during a strong 2019 push, Certification numbers fell 6.04% *year over year (YoY)*. There are currently 2662 CPLs, 37 CPL/ESA, 1,619 RPL, 433 RL and 117 Retired CPL - totaling 4,868 certified members.

Financial Statement (as of year ending 6/30/2020)

Total assets 2019/2020: \$38,682,950 – This is a Quarter over Quarter increase of 18.3% and YoY decrease of 3.6%.
Revenues for 2019/2020: \$5,294,874 – YoY decrease of 32.0%. Revenue was 28.5% under budget. As we all know, it is an exceedingly difficult climate for our industry right now. A loss of \$347,889 was reflected after factoring in depreciation and realized and unrealized investment gains.
Expenses for 2020: \$6,599,774 – YoY decrease of 5.5%. Expenses were 20.1% under budget for the calendar year.
Educational Foundation, Inc - \$4,331,244: QoQ Increase of 16.3% and YoY decrease of 1.4%. Revenue was 68.7% over budget and Expenses were 22.5% under budget.
Landman Scholarship Trust Quarterly Update: Very strong quarter; QoQ increase of 17.2%. Making the YoY decrease only .5%. 2020-2021 Budget remains unchanged. 39 scholarships for \$196,000 approved for the 2020-2021 Term. \$206,875 scholarships were granted in 2019-2020.
Overall, we are financially sound with \$50,748,211 in total assets. The Executive Committee and the AAPL staff were excellent stewards of the assets in a year in which they had to reduce expenses to offset loss in revenue from lack of in-person events for ~50% of fiscal year.

2020-2021 AAPL Officers Seated:

- Lester A. Zitkus, CPL – President
- Jim Devlin, CPL – 1st Vice President (President Elect)
- Nancy McCaskell, CPL – 2nd Vice President
- Marc Tate, CPL – 3rd Vice President
- Kyle Reynolds, RPL – Treasurer
- Andrew Cooper, CPL – Secretary

Education Update:

AAPL Forms Committee has advanced and completed numerous agreements that are available to the membership and are nearing completion for the Purchase and Sale Agreement.
The IT Committee has selected Scantron testing software for the Certification Exam and final contract revisions are being reviewed by Scantron.
RL exam has been digitized.
To benefit the membership and in response to COVID 19, the AAPL is continuing one-hour webinars. Views for these total greater than 1200 in number. This is in addition to the FREE monthly webinar "streaming videos".
2020-2021 Upcoming free streaming webinar information:
September 17, 2020: *Overview of Trades: Farmout Agreements*
October 15, 2020: *Perspectives of the Lessor and Landman*
November 19, 2020: *Comingling Doctrine*
December 2020: Nothing scheduled due to holiday

(Continued on Following Page)



AAPL CORNER

An Update From Andrew Ueltschey, the AAPL Director for MAPL

(Continued from prior page)

2020 Other Upcoming Education Events:

- September 22nd – Working Interest and Net Revenue (Virtual)
- September 23rd – Tips for Negotiating Online (Virtual)
- October 6th – Joint Operating Agreements (Houston, TX)
- October 7th – Climate, COVID and Careers: A Look at a Changing Industry (Virtual)
- October 17, 2020 – Field Landman Seminar (Oklahoma City, OK)
- October 20, 2020 – Negotiations (Midland, TX)
- October 21, 2020 – How to make Deductions from the Royalty Stream for Post Production Expenses (Virtual)

Board Business: The President's Letter/Governmental Affairs Access

The 2020/2021 AAPL President, Lester A Zitkus, CPL and the AAPL EVP, Dr. Greta Zeimetz, CAE, rolled out a President's Letter for AAPL members last month. The letter detailed the AAPL's support for its members and the profession during the COVID-19 pandemic. The letter spotlighted governmental affairs coverage and reporting of COVID-19 legislation, regulations and executive orders and reinforced our commitment to providing the most current information and necessary resources during these challenging times. The letter was emailed directly to members and posted to the AAPL website.

In addition to the newly created Bill Tracking & Reporting Summary document, available exclusively for AAPL members, we have now also made the Governmental Affairs Weekly Reports a member-only benefit which is also posted to the Landman website. Our communications now direct non-members who had been receiving the reports for free to join AAPL as a member to receive this valuable member-only benefit. (Access at: <https://landman.org/resources/advocacy-and-legal>)

TRACKING FOR MISSISSIPPI

Mississippi 5/18/20 (extended to 7/12/20 due to COVID-19)

Access all bills: <http://www.legislature.ms.gov/>

- HB 253 Severed mineral estates reversion to surface owner after 10 years - Died in committee 3/3/20
- HB 329 Ad valorem taxes on nonproducing mineral interests on severed estates Died in committee 3/3/20
- HB 332 Severed mineral estates reversion to surface owner after 10 years Died in committee 3/3/20
- HB 586 Severed mineral estates reversion to surface owner after 20 years Died in committee 3/3/20
- HB 836 Severed mineral estates reversion to surface owner after 10 years Died in committee 3/3/20
- HB 977 Changes due date for severance tax payments HB 977 enacted; Eff 1/1/2021; SB 2761 – Died in committee in favor of enacted bill
- HB 1156 Revises existing notarial law; provides for electronic acts Enacted 6/25/20 Eff. 7/1/21
- HB 1175 Reduces recordation fees for O&G assignment instruments Enacted 6/29/20 Eff. immediate
- HB 1488 Reduces recordation fees for O&G assignments Died In committee in favor of HB 1175.
- HB 1729 Revises existing statutory provisions regarding certain income tax credits, sale tax and ad valorem tax exemptions and franchise tax credits. Enacted 7/7/20; multiple effective dates per section
- HB 1746 Temporarily reduces oil and gas severance taxes Died in committee
- SB 2394 Updates current notary law provisions (electronic signatures; affidavits) Passed/in House
- SB 2761 R Changes the month in which severance taxes are due Died in committee

AAPL SERVICES AND AWARDS TO MAPL IN 2020

Unfortunately, none of the following came to fruition due to COVID-19 and the cancelling of plans, but the AAPL was scheduled to give the following gifts and perform the following services for our membership.

- Donate \$5,000 towards the 17th MS Triennial Oil & Gas Seminar
- Donate \$5,000 towards the MAPL Charitable Plan of Rehabilitating the Oil & Gas Exhibit at the MS Ag Museum
- Hosting an RPL/CPL Study and Test

The AAPL staff and its volunteers work tirelessly and constantly deliver for the membership. I can not overstate the value you get yearly as part of its membership. I will gladly sponsor any new members. Please go check it out for yourself.

Next AAPL Board of Directors Meeting

Scheduled for December 11- 13, 2020 in Napa, California (please, please, please. Big Money – NO WHAMMIES, fingers crossed.)

Respectfully submitted,
Andrew Ueltschey, CPL



MISSISSIPPI ASSOCIATION OF
PETROLEUM LANDMEN

ROAD WARRIOR TRAVELOGUE

**COUNTY CHANCERY CLERK OFFICES (2020-2024)
& COUNTY SEAT (LUNCH) EATERIES**

COUNTY	ADDRESS	CHANCERY CLERK NAME TELEPHONE NUMBER	COUNTY SEAT EATERIES (LUNCH)
ADAMS	115 South Wall St. Natchez, MS 39120	Brandi B. Lewis 601-446-6684, 601-445-7913 (F)	1 - Slick Rick's - 109 N. Pearl St., 601-445-9900 2 - Fat Mama's Tamales - 303 S. Canal St., 601-442-4548
ALCORN	P.O. Box 69 501 Waldron St. Corinth, MS 38835	Greg Younger 662-286-7700, 662-286-7706 (F) gregyounger@co.alcorn.ms.us	1 - Borrum's Drug Store - 604 East Waldron St., 662-286-3361, hamburgers 2 - Cindy's Place - 603 Tate St., 662-665-9063, plate lunch 3 - Smith Restaurant - 603 N. Fillmore St., 662-594-1925 sandwiches, Southern menu 4 - Vicari - 514 Cruise St., 662-287-4760, Italian & American cuisine
AMITE	P.O. Box 680 243 W. Main St. Liberty, MS 39645	Jana Causey 601-657-8022, 601-657-8288 (F) jcausey@amitecountymms.gov	1 - Subway - 159 W. Blalock Circle, 2 - El Dorado Grill - 958 E. Main St., 601-980-5061, Mexican food 3 - Miss K's Home Place - 943 Main St, (formerly Wards), plate lunch, burgers, sandwiches 4 - Vine's Rest. - 115 Hwy 24 E, Centreville, MS, 601-645-6333, (15 mi from Liberty), buffet
ATTALA	230 W. Washington St. Kosciusko, MS 39090	Taylor Casey 662-289-2921, 662-289-7662 (F) tcasey@attalacounty.net	1 - Seasonings - 307 N. Jackson St., (just off the Square) 662-289-5244, sandwiches 2 - Bel Piatto - 1050 Veterans Memorial Dr., 662-289-9999, Italian cuisine 3 - El Rodeo Family Mexican Restaurant - 1050 Veterans Memorial Dr., 662-289-9802
BENTON	P.O. Box 218 190 Ripley Ave. Ashland, MS 386803	Marlene McKenzie 662-224-6300, 662-224-6303 (F) chanceryclerk@bentoncountymms.gov	1 - Shakerz Pizza - 338 Ripley Ave., 662-224-2035
BOLIVAR - 1st	P.O. Box 238 801 Main St. Rosedale, MS 38769	Brenett N. Haynes 662-759-3762, 662-759-3467 (F) bnhaynes@co.bolivar.ms.us	1 - White Front Café Joe's Hot Tamale Place - 902 Main St., 662-759-3842, tamales only
BOLIVAR - 2nd	P.O. Box 789 200 S. Court St. Cleveland, MS 38732	Brenett N. Haynes 662-843-2071, 662-846-2940 (F) bnhaynes@co.bolivar.ms.us	1 - Delta Meat Market - 215 Cotton Row, 662-444-6328 2 - Airport Grocery - 3608 Us Hwy. 61, 662-843-4817 3 - Hey Joe's - 118 E. Sunflower Rd C, 662-843-5425
CALHOUN	P.O. Box 8 103 W. Main St. Pittsboro, MS 38951	Romona Tillman 662-412-3117, 662-412-3111 (F) rtillman@calhouncoms.com	1 - El Jeffe - 100 N. Murphree St., 662-412-2205, Mexican 2 - Bruce Bait Shop - 422 W. Calhoun St., Bruce, MS 38915, 662-983-2304, plate lunch 3 - Pizza Palace - 121 Public Square, Bruce, MS 38915, 662-983-4330, buffet
CARROLL - 1st	P.O. Box 60 600 Lexington St. Carrollton, MS 38917	James Casey Carpenter 662-237-9274, 662-237-9642 (F)	1 - Tutti's - 113 Main St., 662-989-5020
CARROLL - 2nd	P.O. Box 6 803 Front St. Vaiden, MS 39176	James Casey Carpenter 662-464-5476, 662-464-5407 (F)	1 - Carmack Fish House - MS-35, 662-289-5082, buffet
CHICKASAW - 1st	1 Pinson Square Houston, MS 38851	Tiffany Lovvorn 662-456-2513, 662-456-4831 (F) tlovvorn@chickasawcoms.com	1 - Dixie Diner - 100 West Madison St., 662-567-4033 2 - Gather Coffee & Brew - 105 N. Jackson St., 662-456- 6730



COUNTY CHANCERY CLERK OFFICES (2020-2024) & COUNTY SEAT (LUNCH) EATERIES

CHICKASAW - 2nd	234 W. Main, Rm. 201 Okolona, MS 38860	Tiffany Lovvorn 662-447-2092, 662-447-5024 (F) tlovvorn@chickasawcoms.com	1 - Brody's Family Restaurant - 113 S. Church St., 662-315-1558
CHOCTAW	P.O. Box 250 22 E. Quinn St. Ackerman, MS 39735	Steve Montgomery 662-285-6329, 662-285-3444 (F)	1 - Pap's Place - 63 E. Main St., 662-285-6352 (Buffet) 2 - Subway - 8720 MS-15, 662-285-3636
CLAIBORNE	P.O. Box 449 410 Market St. Port Gibson, MS 39150	Gloria Dotson 601-437-4992, 601-437-3137 (F)	1 - McDonalds, 1144 Hwy 61 N, 601-437-3006 2 - Pizza Hut - 1141-C Hwy 61-N, 601-437-5544
CLARKE	P.O. Box 689 101 S. Archusa Ave. Quitman, MS 39355	Angie Wade Chisholm 601-776-2126, 601-776-2756 (F)	1 - Skidmore's Grill - 155 East W Eucutta St., Shubuta, MS 39360, 601-687-9393
CLAY	P.O. Box 815 365 Court St. West Point, MS 39773	Amy Gray Berry 662-494-3124, 662-492-4059 (F) aberry@claycounty.ms.gov	1 - A Touch of Home - 1221 US-45 Alt, 662-494-3999 2 - Magnolia's @ The Ritz - 621 Commerce, 662-524-4865 3 - Stafford's Big Burger - 433 US 45 Alt, 662-494-5820
COAHOMA	P.O. Box 98 115 First St. Clarksdale, MS 38614	Carolyn B. Parham 662-624-3000, 662-624-3040 (F) chanceryclerk@coahomacounty ms.gov	1 - Abe's BBQ - 616 North State St., 662-624-9947 2 - Rest Haven - 419 South State St., 662-624-8601
COPIAH	P.O. Box 507 122 South Lowe St. Hazlehurst, MS 39083	Steve Amos 601-894-3021, 601-894-4081 (F) amos39083@aol.com	1 - Brando's Restaurant - 1001 Vincent St., 601-894-9007 2 - Le Soul - 101 W. Gallatin St., 601-623-9091, (Friday lunch only) 3 - Porches - 1193 Hwy. 51, Wesson, MS, 601-643-9035 - plate lunch, sandwiches,
COVINGTON	P.O. Box 1679 101 S. Elm Ave. Collins, MS 39428	Guy Easterling 601-765-4242, 601-765-5016 (F) geasterling@covingtoncountym. gov	1 - Main Street Café - 119 Main St., 601-765-3313 - buffet/menu
DESOTO	P.O. Box 949 2535 Hwy 51 South Hernando, MS 38632	Misty Heffner 662-469-8005, 662-469-8308 (F) 662-469-8397 for question chancery@desotocountym.gov	1 - Junior's - 2450 Hwy 51 S, 662-429-7812, plate lunch 2 - Underground Café - 2476 Memphis St., 662-298-3135, Cajun and Southern 3 - Buon Cibo - 2631 McIngvale Rd., 662-469-9481, sandwiches, salads, soups
FORREST	P.O. Box 951 641 Main St. Hattiesburg, MS 39403	Lance C. Reid 601-545-6013, 601-545-6017 (F)	1 - Leatha's BBQ - 6374 U.S. Hwy. 98, 601-271-6003 2 - Crescent City Grill - 3810 Hardy St., 601-264-0656 - seafood, salad 3 - Ed's Burger Joint - 3800 Hardy St., 601-601-2601 4 - Strick's BBQ - 3802 W. 4th St., 601-264-2502
FRANKLIN	P.O. Box 297 36 Main St. Meadville, MS 39653	Jill Jordan Gilbert 601-384-2330, 601-384-5864 (F)	1 - Sullivans Kitchen - 7 South 2nd St., 601-384-4550
GEORGE	355 Cox St., Ste. A Lucedale, MS 39452	Cammie Brannan Byrd 601-947-4801, 601-947-1300 (F) georgecountyrecords.com	1 - Coffee Pot Café - 5181 Main St., 601-791-5275 2 - Landmark Café and Grill - 5173 Main St., 601-791-5414 3 - Aunt Jenny's Country Buffet - 470 Cowart St., 601-947-9476



COUNTY CHANCERY CLERK OFFICES (2020-2024) & COUNTY SEAT (LUNCH) EATERIES

GREENE	P.O. Box 610 400 Main St. Leakesville, MS 39451	Michelle "Shelley" D. Eubanks 601-394-2377, 601-394-4445 (F) michelleeubanks@greencountym s.gov	1 - Molten Kountry Kitchen Restaurant - 313 St. Francis St., 601-394-5411
GRENADA	P.O. Box 1208 59 Green St. Grenada, MS 38902- 1208	Johnny L. Hayward 662-226-1821, 662-227-2860 (F)	1 - Jake and Rips - 1525 Sunset Dr., 662-227-9955, plate Lunch & Full Menu 2 - High on the Hog - 711 Lakeview Dr., 662-226-5635, BBQ, burgers/catfish - T/O 3 - Carmella's - 1360 Sunset Dr., 662-294-1020, Italian 4 - No Way Jose - 1201 Sunset Dr., 662-227-3355, Mexican
HANCOCK	854 Hwy 90, Ste. B Bay St. Louis, MS 39520	Timothy A. (Tim) Kellar 228-467-5404, 228-467-3159 (F) tim.kellar@co.hancock.ms.us	1 - Trapani's Eatery - 116 N. Beach Blvd., 228-467-8570 2 - The Blind Tiger - 119 N. Beach Blvd., 228-216-2600, seafood, hamburgers
HARRISON - 1st	P.O. Drawer CC 1801 23rd Ave. Gulfport, MS 39502	John McAdams 228-865-4164, 228-214-1583 (F)	1 - Half Shell Oyster House - 2500 13th St., 228-867-7001, upscale seafood 2 - Petie's Eats Downtown - 2418 14th St., 228-357-5677 3 - Murky Waters Blues & BBQ - 1320 27th Ave., 228-214-4420
HARRISON - 2nd	P.O. Box 544 730 Martin Luther King, Jr. Blvd. Biloxi, MS 39533	John McAdams 228-435-8220, 228-435-8292 (F)	1 - Taranto's - 12404 John Lee Rd., po-boys, seafood 2 - Shaddy's - 1763 Beach Blvd., 228-432-5005, seafood, sandwiches
HINDS - 1st	P.O. Box 686 316 S. President St. Jackson, MS 39205	Eddie Jean Carr 601-968-6508, 601-973-5535 (F)	1 - Mayflower Café - 123 W. Capitol St., 601-355-4122 2 - Basil's Downtown - 120 N. Congress St. (Plaza Bldg), 601-944-9888 3 - Hal & Mal's - 200 Commerce St., 601-948-0888 4 - The Manship Wood Fired Kitchen - 1200 N. State, #100, 601-398-4562
HINDS - 2nd	P.O. Box 88 Main St. Annex Bldg. Raymond, MS 39154	Eddie Jean Carr 601-857-8055, 601-857-4953 (F)	1 - Subway - 333 E. Main St., 601-857-0540
HOLMES	P.O. Box 1211 2 Court Square Lexington, MS 39095	Henry Luckett 662-834-2508, 662-834-1872 (F)	1 - Gladys' - 20990 MS-12, 662-834-1353
HUMPHREYS	P.O. Box 547 102 Castleman St. Belzoni, MS 39038	Mark D. Lindell 662-247-1740, 662-247-0101 (F)	1 - Subway - 14880 U.S. Hwy 49, 662-247-0037 2 - Allison's - 107 E. Jackson St., 662-247-4487
ISSAQUENA	P.O. Box 27 129 Court St. Mayersville, MS 39113	Rhonda Delaney 662-873-2761, 662-873-2061 (F)	None
ITAWAMBA	P.O. Box 776 201 W. Main St. Fulton, MS 38843	Michelle Clouse 662-862-3421, 662-862-3421 (F)	1 - Mi Toro - 1509 South Adams St., 662-862-6366, Mexican
JACKSON	P.O. Box 998 2915 Canty St. Pascagoula, MS 39568- 0998	Joshua Eldridge 228-769-3131, 228-769-3414 (F)	1 - Brady's - 3801 Magnolia St., 228-205-3749, seafood



COUNTY CHANCERY CLERK OFFICES (2020-2024) & COUNTY SEAT (LUNCH) EATERIES

JASPER - 1st	P.O. Box 38 1782 MS-503 Paulding, MS 39348	Sharon Gray King 601-727-4940, 601-727-4475 (F)	1 - Subway - 5207 MS-528, Heidelberg, MS 39439, 601-787-4900 2 - Wards - 2503 N. Pine Ave., Heidelberg, MS 39439, 601-787-2544 3 - Garden of Eatin - 105 McCellan Dr., Heidelberg, MS 39439
JASPER - 2nd	P.O. Box 1047 27 8th Ave. East Bay Springs, MS 39422	Sharon Gray King 601-764-3368, 601-764-3999 (F)	1 - Corner Table - 422 5th Ave., 601-764-9866 2 - Fajita Grill Mexican Restaurant - 16 8th Ave. E., 601-764-4542 3 - Bayless Restaurant - 1279 MS-15, 601-764-2639
JEFFERSON	P.O. Box 145 1483 Main St. Fayette, MS 39069	Serena King 601-786-3021, 601-786-6009 (F)	1 - Subway - 211 Hwy 33 & 61, 601-786-9652
JEFFERSON DAVIS	P.O. Box 1137 2426 Pearl Ave. Prentiss, MS 39474	Charlene H. Fairley 601-792-4204, 601-792-2894 (F) cfairley@co.jefferson-davis.ms.us	1 - Williams Good Ole Days Buffet - 1265 Frontage Rd., 601-792-0200, buffet 2 - Subway - 960 Columbia Ave., 601-792-0633
JONES - 1st	P.O. Box 248 101 N. Court St. Ellisville, MS 39437	Wendell Bart Gavin 601-477-3307, 601-477-1240 (F)	1 - Casadores Mexican Grill - 100 Jessamine St., 601-800-8235 2 - French Quarter Grill - 111 S. Front St., 601-477-2246 3 - Deli Diner - 801 US-11 Sout, 601-800-8095 4 - Hog Heaven BBQ - 3204 Ellisville Blvd., 601-426-9795
JONES - 2nd	P.O. Box 1468 415 N. 5th Ave. Laurel, MS 39441	Wendell Bart Gavin 601-428-0527, 601-428-3610 (F)	1 - Café La Fleur - 313 N. Magnolia St., 601-682-0421 2 - Lee's Coffee & Tea - 409 W. Oak, 601-649-4161, salad, sandwiches
KEMPER	P.O. Box 188 280 Veterans St. DeKalb, MS 39328	Sherline (Dee) Watkins 601-743-2460, 601-743-2789 (F)	1 - DeKalb - 15765 Hwy. 16 W North, 601-743-5516
LAFAYETTE	P.O. Box 1240 300 N. Lamar Blvd. Oxford, MS 38655	Sherry J. Wall 662-234-2131, 662-234-5038 (F) swall@lafayettecoms.com	1 - Ajax Diner - The Square, 662-232-8880, plate lunches 2 - Beacon - 1200 N Lamar, 662-234-5041, p. lunch 3 - Oxford Canteen - 766 N Lamar, 662-638-3393
LAMAR	P.O. Box 247 403 Main St. Purvis, MS 39475	Jamie Aultman 601-794-8504, 601-794-3903 (F)	1 - Subway - 5796 Hwy. 11, Ste. 1, 601-794-5511 2 - Fiorella's of Purvis - 176 Shelby Speights Dr., 601-794-3300
LAUDERDALE	P.O. Box 1587 500 Constitution Ave. Meridian, MS 39302-1587	Carolyn Mooney 601-482-9701, 601-486-4943 (F) chanceryclerk@lauderdalecounty.org	1 - Weidman's - 210 22nd Ave., 601-581-5770, seafood, pasta, sandwiches 2 - Cater's Market - 5201 MS-493, 601-482-5515, soup, salad, sandwiches
LAWRENCE	P.O. Box 821 517 E. Broad St. Monticello, MS 39654	Kevin Rayborn 601-587-7162, 601-587-0750 (F)	1 - Subway - 127 Highway 27 South, 601-587-4808
LEAKE	P.O. Box 72 105 N. Pearl St. Carthage, MS 39051	Dot Merchant 601-267-7371, 601-267-6137 (F)	1 - Wendy's - 909 Hwy. 16 West, 601-298-0160



COUNTY CHANCERY CLERK OFFICES (2020-2024) & COUNTY SEAT (LUNCH) EATERIES

LEE	P.O. Box 7127 200 W. Jefferson St. Tupelo, MS 38802	Bill Benson 662-432-2100, 662-680-6091 (F)	1 - Harveys - 424 S. Gloster St., 662-842-6763 2 - Mugshots Grill & Bar - 374 E. Main St., 662-269-2907
LEFLORE	P.O. Box 250 306 W. Market St. Greenwood, MS 38935	Johnny Gray, Jr. 662-453-6203, 662-455-7965 (F)	1 - Steven's BBQ - 208 Fulton St., 662-453-0313, BBQ and plate lunches 2 - By the Bridge Bistro - 209 W. Claiborne Ave., 662-644-5250, sandwiches 3 - KK's Delicatessen - 109 Grand Blvd., 662-453-0007 4 - Crystal Grill - 423 Carrollton Ave., 662-453-6530
LINCOLN	P.O. Box 555 301 S. First St. Brookhaven, MS 39602	Alisha McGehee 601-835-3411, 601-835-3423 (F) amcgehee@co.lincoln.ms.us	1 - Betty's Eat Shop - 126 S. Whitworth Ave., 601-265-2525 2 - Magnolia Blues BBQ Company - 505 W. Monticello St., 601-990-2366 3 - Broma's Deli - 1203 Hampton Dr., 601-823-2224 4 - Georgia Blue - 107 S. Railroad Ave., 601-990-5060
LOWNDES	P.O. Box 684 505 2nd Ave. N. Columbus, MS 39703	Cindy Egger Goode 662-329-5800, 662-328-5895 (F)	1 - United Deli & Grocery - 212 Tuscaloosa Rd., 662-328-5105, sandwiches 2 - Café On Main - 101 5th St. South, 662-241-4401 3 - Huck's Place - 121 5th St. South, 662-327-6500
MADISON	P.O. Box 1626 146 West Center St. Canton, MS 39046	Ronny Lott 601-855-1177, 601-855-5759 (F)	1 - Subway - 3360 N Liberty St., 601-859-3200 2 - Bettina's Soulfood Kitchen - 108 W. Center St., 601-937-6889, plate lunch
MARION	250 Broad St., Ste. 2 Columbia, MS 39429	Elisha Prisk Moree 601-736-2691, 601-444-0206 (F) elisha@marioncountymms.com	1 - Stacy's Skillet - 12 E. Lakeview Dr., 601-736-0602, p. lunch, sandwiches, seafood 2 - Magnolia Grille - 115 R.A. Johnson Dr., 601-736-2222, lunch buffet, southern
MARSHALL	P.O. Box 219 128 E. Van Dorn Ave. Holly Springs, MS 38635	Chuck Thomas 662-252-4431, 662-551-3302 (F) chancery@marshallcoms.org	1 - Subway, 175 Whaley Ave., 662-252-1987 2 - Southern Eatery - 130 East College Ave., 662-551-8350, buffet 3 - Copper Kettle - 170 N. Memphis St., 662-551-1022, buffet
MONROE	P.O. Box 578 201 W. Commerce St. Aberdeen, MS 39730	Ronnie Boozer 662-369-8143, 662-369-7928 (F)	1 - Cottage Tea Room - 109 E. Washington St., 662-369-1157, p. lunch, sandwiches 2 - Penny Lane's Java Café - East Commerce St., 662-369-2099, plate lunch
MONTGOMERY	P.O. Box 71 614 Summit St. Winona, MS 38967	Ryan Wood 662-283-2333, 662-283-2233 (F) ryanwood@montgomerycountym s.com	1 - The Tracks - 100 N. Front St., 662-283-3505
NESHOBA	401 E. Beacon St., Ste. 107 Philadelphia, MS 39350	Guy Nowell 601-656-3581, 601-656-5915 (F) chanceryclerk@neshobacounty.n et	1 - Numerous restaurants
NEWTON	P.O. Box 68 92 W. Broad St. Decatur, MS 39327	George T. Hayes, Jr. 601-635-2367, 601-635-4531 (F)	1 - Subway - 15377 Hwy. 15 North, 601-627-0222 2 - Cook's BBQ - 111 Northside Plaza, Newton, MS 39345, 601-683-2662



COUNTY CHANCERY CLERK OFFICES (2020-2024) & COUNTY SEAT (LUNCH) EATERIES

NOXUBEE	505 South Jefferson Macon, MS 39341	Mary Ruth Shelton 662-726-4243, 662-726-2272 (F)	1 - Subway - 127 North Frontage Rd. South, 662-726-1063
OKTIBBEHA	101 East Main St. Starkville, MS 39759	Sharon Livingston 662-323-5834, 662-338-1064 (F) slivingston@gtpdd.com	1 - The Little Doocy - 100 Fellowship St., 662-323-6094, BBQ 2 - The Veranda - 208 Lincoln Green, 662-323-1231, plate lunch & menu 3 - Restaurant Tyler - 100 E. Main, 662-324-1014, plate lunch 4 - Cater's Market & Deli - 100 Russell St., 662-498-1855
PANOLA - 1st	215 S. Pocahontas St. Sardis, MS 38666	James R. Pitcock 662-487-2070, 662-487-3559 (F) jrp@panola.com	1 - Burns BBQ - 700 E. Lee St., 662-487-3974
PANOLA - 2nd	151 Public Sq., Ste. B Batesville, MS 38606	James R. Pitcock 662-563-6205, 662-563-6277 (F) jrp@panola.com	1 - Mi Pueblo - 105 John R. Lovelace Dr., #1, 662-578-8805, Mexican food 2 - Bread and Butter Bistro - 131 Public Square, 662-267-1404, sandwiches, salads 3 - Court Street Patio - 108 Court St., 662-934-1956, plate lunch, sandwiches, salads
PEARL RIVER	P.O. Box 431 101 S. Main St. Poplarville, MS 39470	Melinda Smith-Bowman 601-403-2300, 601-403-2317 (F) m.bowman@pearlrivercounty.net	1 - Scooters - 613 S. Main St., 601-620-8002, sandwiches 2 - Eclectic Café - 211 MS-26, 601-746-5200
PERRY	P.O. Box 198 103 Main St. New Augusta, MS 39642	Larry A. Wilson 601-964-8398, 601-964-8746 (F)	1 - Subway - 403 Hwy. 98 West, (in Texaco Gas Station) 601-964-8478
PIKE	P.O. Box 309 175 S. Cherry St. Magnolia, MS 39652	Becky Buie 601-783-3362, 601-783-5982 (F) beckyb@co.pike.ms.us	1 - The Dinner Bell - 229 5th Ave., 601-684-4883, family style dining 2 - The Caboose - 131 Front St., 601-684-9191, plate lunch & menu offerings
PONTOTOC	P.O. Box 209 34 S. Liberty St. Pontotoc, MS 38863	Ricky Ferguson 662-489-3900, 662-489-3940 (F)	1 - Subway - 122 MS=15 North, 662-489-7300 2 - The Grill House on Main - 103 N. Main St., 662-586-5125
PRENTISS	P.O. Box 477 100 N. Main St. Booneville, MS 38829	David (Bubba) Pounds 662-728-8151, 662-728-2007 (F) bubba@co.prentiss.ms.us	1 - Mi Toro - 205 N 2nd St., 662-728-1888, Mexican
QUITMAN	220 Chestnut St., Ste. 2 Marks, MS 38646	T.H. (Butch) Scipper 662-326-2661, 662-326-8004 (F)	1 - Main Street Diner - 100 E. Main St., 662-703-8804
RANKIN	P.O. Box 700 211 E. Government St. Brandon, MS 39042	Larry W. Swales 601-825-1649, 601-824-7116 (F) lswales@rankincounty.org	1 - Genna Benna's - 200 Town Square Dr., 601-724-4837 2 - Café 042 - 168 W Government St., 601-724-8011
SCOTT	P.O. Box 630 101 E. 1st St. Forest, MS 39074	Lee Anne Livingston Palmer 601-469-1922, 601-469-5180 (F) leeanne@scottcountymys.gov	1 - Garden Patch - 220 Woodland Dr. N, 601-469-0111, buffet 2 - Subway - MS-Hwy 35 3 - Tortilleria Y Taqueria La Fe - 748 E. 3rd St., 601-564-7074
SHARKEY	P.O. Box 218 120 Locust St. Rolling Fork, MS 39159	Murindia Williams 662-873-2755, 662-873-6045 (F) cc@sharkeycountymys.gov	1 - Big Fella's Restaurant - 34178 MS-1, 662-873-9356, plate lunch 2 - Chuck's Dairy Bar - 20668 U.S. Hwy 61, 662-873-4021, hamburgers



COUNTY CHANCERY CLERK OFFICES (2020-2024) & COUNTY SEAT (LUNCH) EATERIES

SIMPSON	P.O. Box 367 111 E. Pine Ave. Mendenhall, MS 39114	Tommy Joe Harvey 601-847-2626, 601-847-7016 (F) tjharvey@co.simpson.ms.us	1 - B&B's Meat Market - 3084 Simpson Hwy 13, 601-847-6328, sandwiches, burgers 2 - Jose's Restaurant & Grill - 834 Franklin Dr, Magee, MS, 601-439-7155, seafood, Mexican 3 - Zip's Café - 401 Pinola Dr. SE, Magee, MS 601-849-3385, hamburgers 4 - The Vault Eatery - 101 Main Ave South, Magee, MS, 601-439-7242
SMITH	P.O. Box 39 123 Main St. Raleigh, MS 39153	Cindy Austin 601-782-9811, 601-782-4690 (F)	1 - Subway - 108 Main St., 601-822-5055
STONE	P.O. Drawer 7 323 E. Cavers Ave. Wiggins, MS 39577	Tom Smith 601-928-5266, 601-928-6464 (F) tsmith@stonecountymms.gov	1 - Subway - 1580 Industrial Park Rd. Ste. A, 601-928-4109 2 - Sawmill Family Restaurant - 2205 U.S. Hwy. 49, 601-928-9410, plate lunch 3 - Wendy's - 1051 E. Frontage Dr. Rd., 601-928-2102
SUNFLOWER	P.O. Box 988 200 Main St. Indianola, MS 38751	Gloria Sample McIntosh 662-887-4703, 662-886-2336 (F) gmcintosh@sunflowerms.net	1 - The Delta Corner - 215 Church Ave., 662-887-6400 2 - The Blue Biscuit - 501-503 Second St., 662-645-0258,
TALLAHATCHIE - 1st	P.O. Box 350 1 Court Square Charleston, MS 38921	Anita M. Greenwood 662-647-5551, 662-647-3702 (F)	1 - 3 Way Restaurant - 5620 MS Hwy 32, 662-647-0390 2 - The Snack Bar - 120 Main St., 662-647-5494, hamburgers, chicken
TALLAHATCHIE - 2nd	P.O. Box 180 100 N. Court St. Sumner, MS 38957	Anita M. Greenwood 662-375-8731, 662-375-7252 (F)	1 - Sumner Grille - 105 S. Court Square, 662-833-3051, Varied menu
TATE	201 Ward St. Senatobia, MS 38668	Tim Hale 662-562-5661, 662-562-7486 (F)	1 - Subway - 116 Norfleet Dr., 662-562-8812 2 - Alma Jean's Southern Kookin - 144 Norfleet (Senatobia Plaza), 662-301-0066 3 - Applebee's Grill & Bar - 181 Norfleet Dr., 662-612-4304
TIPPAH	101 E. Spring St. Ripley, MS 38663	Mike Long 662-837-7374, 662-837-7148 (F)	1 - Shirley's Restaurant - 911 S. Main, 662-837-7224, Southern buffet 2 - Subway - 712 City Ave. South MS-15, 662-837-1556
TISHOMINGO	1008 Battleground Dr. Iuka, MS 38852	Peyton Cummings 662-423-7010, 662-423-7005 (F)	1 - Subway - 1205 Battleground Dr., 662-423-0088 2 - Farmhouse Restaurant - 1309 Battleground Dr., 662-593-5015 3 - Lil Smokies - 1209 W. Quitman St., 662-424-0268
TUNICA	P.O. Box 217 1300 School St. Tunica, MS 38676	Rechelle R. Siggers 662-363-2451, 662-357-5934 (F)	1 - Subway - 1469 U.S. Hwy 61, 662-363-5828 2 - Numerous alternative restaurants
UNION	P.O. Box 847 109 E. Main St. New Albany, MS 38652	Annette M. Hickey 662-534-1900, 662-534-1907 (F) ahickey@unioncoms.com	1 - Numerous restaurants
WALTHALL	P.O. Box 351 200 Ball Avenue Tylertown, MS 39667	Shannon Fortinberry 601-876-3553, 601-876-6026 (F)	1 - May's Restaurant - 130 Beulah Ave., 601-876- 9304, plate lunch 2 - Black Dog Coffee & Café - 711 Beulah Ave., 601-818-5100, poboys, sandwiches 3 - Los Parrilleros - 96 Old Highway 98 E., 601-222-2220, Mexican



COUNTY CHANCERY CLERK OFFICES (2020-2024) & COUNTY SEAT (LUNCH) EATERIES

WARREN	P.O. Box 351 1009 Cherry St. Vicksburg, MS 39181	Donna F. Hardy 601-636-4415, 601-634-4815 (F) dfhardy@co.warren.ms.us	1 - Walnut Hills Restaurant - 1214 Adams St., 601-638-4910, plate lunch 2 - Rusty's Riverfront Grill - 901 Washington St., 601-638-2030 3 - Solly's Hot Tamales - 1921 Washington St., 601-636-2020
WASHINGTON	P.O. Box 309 Greenville, MS 38702	Marilyn Hansell 662-332-1595, 662-334-2725 (F) mhansell@co.washington.ms.us	1 - Sherman's Restaurant - 1400 S. Main St., 662-332-6924
WAYNE	Courthouse, 609 Azalea Dr. Waynesboro, MS 39367	Geary Jackson 601-735-2873, 601-735-6224 (F)	1 - The Classic Sandwich and Coffee Shop - 921 Wayne St., 601-735-3696, 2 - Huff & Puff Smokehouse - 1001 Mississippi Dr., 601-735-5050 3 - Mi Casita Grill - 1517 Azalea Dr., 601-735-3554, Mexican
WEBSTER	P.O. Box 398 6333 MS-9 Walthall, MS 39771	Russell S. Turner 662-258-4131, 662-258-9635 (F)	1 - Kountry Kitchen - 2801 E. Roane Ave., Eupora, MS (5 mi.), 662-258-6991, buffet 2 - Los Encinos - 967 Veterans Memorial Blvd S, Eupora, 662-258-3870, Mexican
WILKINSON	P.O. Box 516 525 Main St. Woodville, MS 39669	Nakia Stewart Anderson 601-888-4381, 601-888-6776 (F) chanceryclerk@wilkinson.co.ms. gov	1 - Subway—187 U.S. Hwy. 61, 601-777-0455 2 - Vine's Rest. - 115 Hwy 24 E, Centreville, MS, 601-645-6333, (14 mi), buffet 3 - Main Street Market & Cafe - 613 Main St., 601-888-3449, Sandwiches (Suspended for Covid-19) 4 - White Tails, U.S. Hwy. 61 N, Back of Texaco, plate lunch
WINSTON	P.O. Box 69 115 S. Court Ave. Louisville, MS 39339	Rusty Foster 662-773-3631, 662-773-8821 (F) chanceryclerk@winstoncounty.or g	1 - Market Café - 122 West Main St., 662-779-1500 2 - Lake Tiak-O'Khata - 1290 Smyth Lake Rd., 662-773-7853, buffet
YALOBUSHA - 1st	P.O. Box 260 14400 Main St. Coffeeville, MS 38922	Amy Fernandez McMinn 662-675-2716, 662-675-8004 (F) chanceryclerk@yalobushacounty. net	1 - The Ville - 18 Front St., 662-709-2135, buffet, hamburgers
YALOBUSHA - 2nd	P.O. Box 664 201 Blackmur St. Water Valley, MS 38965	Amy Fernandez McMinn 662-473-2091, 662-473-3622 (F) chanceryclerk@yalobushacounty. net	1 - The Trusty Diner - 205 S. Main, 662-473-3140 2 - B.T.C. Old Fashioned Grocery - 205 S. Main St., 662-473-3140
YAZOO	P.O. Box 68 211 E. Broadway St. Yazoo City, MS 39194	Quint Carver 662-746-2661, 662-746-3893 (F)	1 - Stubs - 1902 Jerry Clower Blvd North, 662-746-1204, Southern cafeteria style 2 - Ubon's Restaurant - 801 Jerry Clower Blvd North, 662-716-7100, BBQ 3 - Tom's On Main - 219 S. Main St., 662-716-0505,



MISSISSIPPI ASSOCIATION OF
PETROLEUM LANDMEN

DEAR ATTY (Advice Column)

Dear Atty, Dear Atty
My mind is confused
This law has me wondering what rule I should choose
Our courts rule one way, today until then
Tomorrow they change it with stroke of a pen
Signed...Stare decisis

Stare decisis, in crisis...
You have no complaint
It is what it is and it ain't what it ain't
So listen up Buster, and listen up good
Stop wishing for good luck and knocking on wood

(w/apologies to the late John Prine)



Dear Atty:

In the early 1940's, an owner of the surface and all minerals, ("Grantor") conveyed a described two acres land in the SE/4 SE/4, being for road right-of-way, to the State of Mississippi. A few years later, the same Grantor conveyed one-fourth (1/4th) of the minerals to a mineral professional in describing the "SE/4 SE/4 Less and Except two acres conveyed to the highway department of the State of Mississippi". That description has continued to be used in two or three subsequent conveyances made by the successors to "Grantor" – finally vesting title into the current owner.

In leasing the heirs of the mineral professional, should one describe the entire SE/4 SE/4 and specifically NOT less and except the road right-of-way conveyed to the state? Understanding that the government, in Mississippi, does not own the minerals under said two acres of right-of-way; who does own said minerals? The "Grantor" in the ROW deed? The current owner of the surface/minerals? Partially owned by the mineral professional's heirs?

Signed,

BIRD DOG

BIRD DOG, Yes, you are correct in saying that the State of Mississippi did not and does not acquire the minerals when acquiring road/highway rights-of-way.

In post-ROW warranty deeds, involving the exception of road rights-of-way, you have to examine the language in the description. Some deeds refer to the ROW, so conveyed, by using the same detailed *highway survey description* as in the particular antecedent ROW instrument. If the grantors "Less and Except" that very specifically described land, then they may have excepted the minerals under it, but most subsequent deeds, like the example given here, are not excluding or excepting minerals under the ROW by utilizing such verbiage, because the State didn't actually receive anything but a ROW.

So, if the later deeds contain language that says "Less and Except that ROW conveyed to the State of Mississippi" -- the grantor is not excepting anything but the ROW, being that burden on the land. If you describe the "SE/4 SE/4 Less and Except the road ROW" or "Less and Except the ROW conveyed to the State", you have not excepted anything except that burden for the highway that is on the land. You are not excepting the land itself or the minerals under it. So, the current landowner is still going to own to the center of the ROW and own the minerals.

Whether the mineral professional gets any mineral ownership under the road ROW depends on how that deed is worded, e.g., "Less and Except two acres conveyed to the highway department for the State of Mississippi"; the only thing excepted was the actual ROW – therefore the minerals were not excepted. In which case, the mineral professional got his/her one-fourth of the minerals under the ROW lands.

Probably 95% of these ROW exceptions do not affect or serve to except the minerals. All they do is they make an exception for the interest conveyed for ROW purposes. Therefore, the minerals continue to be owned under the ROW – in most instances, just like the ROW was not present.

It is best to never "Less and Except" road or railroad ROW on an oil and gas lease, regardless of the description on the lessor's acquisition deed. You run into the 1955 Texas Co. v. Newton Naval Stores Co. case where they excepted the railroad ROW and the Supreme Court said the (former) railroad ROW was not covered by the lease – even though *it was* by then an abandoned ROW. The Court wrote that it was obvious that the railroad *was* abandoned and that the lessee, in specifically excepting from the lease that ROW, was correspondingly eliminating the referenced lands from the terms of the lease.



MEMBER PROFILE



TOM MIDDLETON

NAME: Thomas W. “Tom” Middleton
PRESENT HOMETOWN: Natchez, Mississippi
HOMETOWN IN YOUTH: Natchez, Mississippi
COLLEGE DEGREE? B.S. Forestry—Mississippi State University—1979

NUMBER OF YEARS AS A LANDMAN: 37 years

HOW DID YOU GET INTO THE OIL BUSINESS? I got laid off by a private (forestry) consultant in 1983. The same day, I called a good friend doing land work for Callon Petroleum Company in the Wilcox play of Southwest Mississippi. I asked him, if in his travels, he knew of any forestry jobs in Southwest Mississippi. He asked me to standby that afternoon for a telephone call and the next day I went to work with him doing land work for Callon. My forestry education (with surveying experience) actually made it an easy transition. I also continue to do forestry consulting on my own.

WHAT STATES HAVE YOU WORKED? Really just Mississippi and Louisiana. I have been blessed in 37 years in that I rarely spent many nights out of town—certainly no extended periods of time.

YOUR FAVORITE COURTHOUSE: Amite County, Mississippi (when not slammed full). Good records—great staff—very friendly—close to home. Also, the former clerk of 20 years (Ronny Taylor) was part of the team which I started working with in 1983.

YOUR LEAST FAVORITE COURTHOUSE: Concordia Parish, Louisiana. I’ll leave it at that.

BEST ADVICE YOU EVER RECEIVED ABOUT THE OIL BUSINESS: The best advice I received about ALL business was from my father. He said your reputation is the most important thing you have—protect it at all cost because once you lose it, you can never get it back. Treat all people the way you want to be treated. This applies to any business you are involved with.

FAVORITE ASPECT OF BEING A LANDMAN: Having a successful well(s) drilled on your work.

LEAST FAVORITE ASPECT OF BEING A LANDMAN:

There are actually two things: (1) Securing possession statements. I love doing inspection reports but finding someone to provide a possession history of a tract is not fun. (2) Being asked by a landowner and/or mineral owner what terms I gave his neighbor. As a senior high Sunday School teacher, this has made for some interesting Sunday School lessons over time.

I CAN DO MOST ANYTHING, BUT I PARTICULARLY ENJOY: Having a forestry degree and consulting business related to that, I like inspection reports, site appraisals and other surface related work.

LEAST FAVORITE PART OF LANDWORK: Overnight travel. I have been very blessed that overnight travel has been minimal over my 37 year career.

(Continued on subsequent page.)



BRIAN QUARLES

NAME: Brian Quarles
PRESENT HOMETOWN: Greenwood, Mississippi
HOMETOWN IN YOUTH: Jackson, Mississippi
COLLEGE DEGREE? Political Science @Ole Miss
NUMBER OF YEARS AS A LANDMAN: 14 years
HOW DID YOU GET INTO THE OIL BUSINESS?

Initially, I was acquiring small working interests in prospects and at times helping to buy a lease or running to the courthouse. Ultimately, it was either, “get all in” or “get out”. At that point, high natural gas prices and the Fayetteville Shale prompted the decision to work fulltime as a professional landman.

WHAT STATES HAVE YOU WORKED?

Mississippi, Arkansas and Louisiana

YOUR FAVORITE COURTHOUSE:

This might sound crazy to others but Wilkinson County is one of my favorites. I’ve probably worked there more than any other and know it well and all its quirks. The record room has come a long way after David Wilkerson’s tenure as interim chancery clerk—but if a landman has worked the record room in Woodville, he can happily work anywhere.

I have to give a “shout out” to Leflore County, not just because I live there, but it has a great record room. Copiah, Lincoln, Marion, Pike and Walthall Counties would all be “honorable mentions”.

YOUR LEAST FAVORITE COURTHOUSE:

Again, this might sound crazy to others—but Amite County—solely because there is no where decent to eat. The courthouse itself is great. Humphreys County’s record room can be challenging. Hinds County (downtown Jackson) is problematic due to the parking situation and the hassle of ingress/egress.

BEST ADVICE YOU EVER RECEIVED ABOUT THE OIL BUSINESS:

Your reputation is everything in this business.

FAVORITE ASPECT OF BEING A LANDMAN:

It is not a monotonous job. I love being out and about, interacting with the mineral owners, courthouse folks and fellow landmen. Each day holds something different, and this job makes for plenty of good stories, as we all know. Getting to know all the warts on a family, whether you want to or not; all is in a days work. It’s also nice in leasing the same folks over the years, sometimes in different counties, having established a prior relationship.

(Continued on subsequent page.)



MEMBER PROFILE

TOM MIDDLETON

(continued from prior page)

MOST INFLUENTIAL LANDMEN ON MY CAREER: I would say my favorite landman is Malcolm Hall, a contemporary of mine. Malcolm was part of the organization I joined in 1983 and we spent about three years working in the Lockhart Crossing and Livingston Fields in Livingston Parish for Callon Petroleum. This was an extremely fun time with enough stories generated there to last a lifetime. We went different ways in 1986 and I returned home. I partnered with a geologist and drilled Wilcox wells for my own account until 1997. We crossed paths only occasionally (work wise) until 2005. At that time, Malcolm called and asked me to help him in Pike County with Orion Energy — which kicked off the TMS Play in Southwest Mississippi. It was a great 10 year run working with a guy who is both fun (never a dull moment) but hardworking. He has a tremendous work ethic, know-ledge, experience and integrity. We remain very compatible, good friends and I cherish it as a rewarding experience.

MOST ENJOYABLE LONGER TERM TICKET: Actually, A couple: First, I began working in Pike County in 2005 in what was the “ground floor” of the TMS in Southwest Mississippi with Orion Energy. Orion sold out to Encore Operating in 2006 (while keeping our team on board) and I then moved to Amite County. Basically our crew, with Encore, had free run of the Amite County Courthouse for the next three years. I leased a lot of acres and made a lot of good friends. My time in the TMS and Amite County (and later Wilkinson County) continued into 2015. It was a great ride! Second, I spent 2015-2017 with Santo Petroleum Company working primarily in Adams County, but also Concordia, Catahoula, Avoyelles, Franklin and Tensas Parishes. This involved putting together about 30 Wilcox prospects from start to finish. I handled nearly every aspect of getting those wells drilled — which involved lots of operational work. This got me back to what I did from 1986-1997 and enjoyed getting back to doing it all.

IN WHAT SIGNIFICANT WAYS HAS THE INDUSTRY CHANGED SINCE YOUR ENTRY? Obviously, technology/computers. The greater ease (now) of preparing instruments, reports, maps, communications and even running records remotely. However, with that said, I still prefer, handling indexes and books manually and using computers as a check (“old school”). I prefer turning pages and you certainly cannot discount the “stumble factor” of finding related, pertinent information immediately before or after the instrument you are looking for. Computers completely eliminate this possibility.

WHO DO YOU MISS MOST IN THE OIL BUSINESS? I miss the people from all aspects of the Wilcox Play around the Natchez area, especially the old producers. There were a lot of characters and “legends” producing, drilling and servicing wells. Callon Petroleum brought me in-house for a couple of years and they had a publicly owned bar (“Hallelujah”) on the first floor of their office where I believe everybody in the Natchez oil business gathered every afternoon. It was by far the best bar I have ever been in. The 80’s, 90’s and early 2000’s were a fun time in business in the Natchez area. Unfortunately, they are long gone.

FAVORITE THING TO DO OUTSIDE WORK: Mississippi State football and baseball. I also enjoy the social side of hunting now - - not so much the chase any more.

BRIAN QUARLES

(continued from prior page)

I also enjoy knowing that at times you have really helped someone and made a difference in their life by delivering a nice bonus check at a time in which it was well needed. Or, furthermore, telling them a well is going to be drilled on their minerals or explaining title issues of concern.

LEAST FAVORITE ASPECT OF BEING A LANDMAN:

Some tickets can be too corporate for me—with endless conference calls and spreadsheets. I realize all this is necessary but I’d rather be out making something happen.

I CAN DO MOST ANYTHING, BUT I PARTICULARLY ENJOY:

Buying leases. I love sitting at someone’s kitchen table or front porch, hearing their story, then spreading out the map and walking them through everything, making sure they understand it all, then getting some ink on paper.

LEAST FAVORITE PART OF LANDWORK:

Filling out an invoice and keeping up with receipts.

MOST INFLUENTIAL LANDMEN ON MY CAREER:

Woody Allen (in Natchez). Woody has shown me how to handle enumerable situations that arise with his 40+ years in the industry.

Graham Whitehead (in Hattiesburg). When it comes to title examination, he is the sharpest landman I’ve worked with over the years.

MOST ENJOYABLE LONGER TERM TICKET:

The one I’m on now, seriously. I have been fortunate enough to work the TMS for a number of years now.

Also, the Brown Dense for Conoco in Holmes/Humphreys/Yazoo Counties was an enjoyable long term project.

I find it very rewarding to be part of a project from the geologist’s office, where it is born, through the leasing stage to drilling and seeing the first barrels of oil sold.

IN WHAT SIGNIFICANT WAYS HAS THE INDUSTRY CHANGED SINCE YOUR ENTRY?

I’ve seen a lot of the independents go by the wayside. It’s a tough roller coaster to be on during downswings. The business lost an entire generation during the crash of the 80’s-90’s. Guys in their 60’s and 70’s are starting to retire and are not being replaced. I think this will lead to opportunity for those that stick with the business. I also notice clients using brokers out of Lafayette, LA quite a bit when there are plenty of capable landmen, willing to work, who reside in Mississippi.

HAVE YOU READ ANYTHING INDUSTRY-RELATED THAT HAS HELPED YOU UNDERSTAND THE BUSINESS BETTER OR CONTRIBUTED TO YOUR PROFESSIONALISM?

“*Saudi America*” really helped me understand the influence of hedge fund/corporate money; their impact on emerging shale plays and how the economics work or do not work. “*Drilling Ahead*”, by Alan Cockrell is a “must read” for any Mississippi landman and a great “follow-up” to Dudley Hughes’ book, “*Oil in the Deep South*”.

FAVORITE THING TO DO OUTSIDE WORK:

Anything outdoors: fishing, hunting, cycling, boating, travel. I recently boated the Yazoo River from Greenwood to Vicksburg.

IN REMEMBRANCE



George Byrom Vockroth

Known for his love of science and keen sense of fun, George Byrom Vockroth, aged 92, passed away peacefully at home on September 2, 2020. He was a resident of Jackson and Terry, MS.

He grew up in Richmond, VA. George attended Virginia Polytechnic Institute (now Virginia Tech), where he was Commandant of the Cadet Corp, and graduated with a BS in Geology in 1949. He also graduated from Harvard University with a Masters in Geology in 1951. George served in Japan during the Korean War as a USAF Captain.

Upon returning to the U.S., he lived in New Orleans while working as a Geologist for Chevron Oil Co. Following an early retirement from Chevron, he started his own exploration and drilling company, in Jackson, called Vantage Oil Company. He was a member of numerous professional organizations, including the Mississippi Geological Society and the American Association of Petroleum Geologists.

George was also an Assistant Scoutmaster for Boy Scout Troop 199. He was very involved in and proud of this volunteer work, which he had great fun doing for a number of years. He had an avid interest in the earth sciences and nature and frequently took his children to nature trails, planetariums, the beach and the mountains. He was also known for his wittiness and sense of humor.

George is survived by his wife, Marilyn Reynolds Vockroth; his children George Laird Vockroth, Amanda Katherine Lutz and Graham Byrom Vockroth; and his sister Katherine M. Bianchi. A Unitarian Universalist memorial service and celebration of life, will be held on Saturday, October 3, 2020 at 11:00 a.m. at Wright & Ferguson Funeral Home Sanctuary at 114 Burney Dr., Flowood, MS.



Van E. Courson, Jr.

Van Edward Courson, Jr., 78, of Edmond, Oklahoma passed away on July 2, 2020. Van was born on July 31, 1941, in Monroe, Louisiana. His family moved to Jackson, Mississippi, where he spent his early childhood. This is where he met and married the love of his life, Barbara. They were married May 27, 1960 and were married for sixty years. While attending college, he played football at Hinds Jr. College and Mississippi College, where he graduated in 1964 with a BS in Education. His lifelong desire was to coach and teach school.

After graduation, he took an assistant football coaching position at Peoples Junior High School in Jackson, Mississippi. The next year he became the head football coach and history teacher at Lawhon Junior High in Tupelo and an assistant football coach at Tupelo High School.

In 1970, he decided to make a career change and joined Cities Service Oil Company in Bartlesville, OK, as a landman. After one year, the company moved to Tulsa, Oklahoma. While working in Tulsa, he coached the Foster Junior High football and basketball teams for three years and built a successful program. In 1973, Cities Service moved the family to Clinton, Mississippi. During this time, Van accepted a job with Florida Gas Exploration.

In 1979, Van, Barbara and Patricia moved to Dallas with Sun Oil Company, and in 1980, they moved to Tulsa, Oklahoma, with Dalco Petroleum. In 1981 Van and a partner started Petroleum Resources, and the family returned to Clinton. With the downturn in the oil business, he accepted a position as Vice-President of Land with Texas International in Oklahoma City, Oklahoma. Unfortunately, the oil business didn't rebound quickly, and there was a layoff period of three years. In 1988, Van joined Questar Exploration as the head of their land division in the Oklahoma office. He remained there until his retirement in 2007.

During the 1990's, Van volunteered with Promise Keepers to organize three conferences in Oklahoma City. Developing men of integrity who desired to love and lead their families while serving God was his passion.

Van is survived by his wife, Barbara; daughters Elizabeth Clower of Laramie, Wyoming, and Patricia Schoepflin of Edmond, OK.

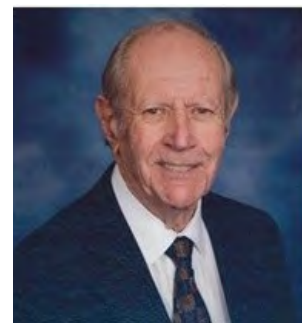
Edgar Leon Magee, Jr.,

Edgar Magee, 91 years old, was born on September 12, 1929 and passed away on September 12, 2020 at Highland Home in Ridgeland, Mississippi.

A native of McComb, he was a retired Lt. Col. in the Army National Guard - having served for 30+ years. He was also a longtime member of First Baptist Church, Jackson. Edgar started his career in the oil business as a draftsman and retired as an independent petroleum landman. Mr. Magee was a member of the Delta Psi Fraternity at Ole Miss and was an avid Ole Miss football fan, tennis player and golfer.

He is survived by his daughters, Becky Magee Robertson of Baton Rouge and Robin Magee Geary of Vicksburg and his son, Josh Kueck of Madison;

Visitation was Friday, September 18, 2020, from 12 noon - 1 P.M. at Stringer Family Funeral Home in Crystal Springs. Graveside services were at 2 P.M. that Friday at Hollywood Cemetery in McComb, Mississippi.





**“NPRI INTERESTS & EXECUTIVE RIGHTS”
ROBERT “ELI” KIEFABER PRESENTATION TO MAPL
SEPTEMBER 14, 2020**



Robert “Eli” Kiefaber, an attorney with Kiefaber & Oliva, LLP, in Houston, Texas provided an excellent, well attended, Zoom presentation regarding “NPRI Interests and Executive Rights” at the September MAPL virtual meeting. Mr. Kiefaber earned his J.D., with honors, from Marquette University Law School (2002) and his B.A. from Kenyon College (1999). His practice focuses on mineral title issues, oil and gas transactions and litigation, real estate matters and business litigation.

A couple “take-a-ways from his “talk”: (1) *The Texas courts continue to move away from a traditional view stressing a “Fixed Royalty” interpretation of a royalty reservation (the “Estate Misconception Theory”) toward an “intent of the parties” rule which has favored the concept of “Floating Royalty” and (2) “the duty of executive parties to non-executives is described as a type of a ‘fiduciary duty’ and the executive should obtain every benefit for the non-executives that he exacts for himself. The executive must not engage in self-dealing”, i.e. the executive can not negotiate lesser terms that will diminish the benefits to the NPRI owner and correspondingly ensure greater benefits to the executive rights owner. (If the executive owner has no rights to the bonus but has the rights to the lease royalty, the executive cannot negotiate a free lease for greater royalty or any agreement that will impact the executive’s “type of fiduciary duty” to the other party.)*

EXCERPTS FROM “POWERPOINT” SLIDES:

“Types of NPRIs

- Two Types of NPRIs

A- Fixed Royalty

- Fixed Royalty (Fractional Royalty)
- The stand-alone right to a particular share of the proceeds from production
- The NPRI is not proportionately reduced based on the lease royalty rate
- Example: A 1/16 fixed royalty is entitled to the same 1/16 of the royalties from production irrespective of the lease royalty

Examples of Language Creating a Fixed Royalty

1. A one-fourth royalty in oil, gas and other minerals in and under and hereafter produced
2. A fee royalty of 1/32 of the oil and gas
3. An undivided one-sixteenth royalty interest of any oil, gas or minerals that may hereafter be produced
4. One-half of the one-eighth royalty interest
5. An undivided 1/24 of all the oil, gas and other minerals produced, saved and made available for market
6. 1% royalty of all the oil and gas produced and saved

B- Floating Royalty

- The interest shares in a portion of the royalty and varies (or floats) with the lease royalty rate
- The mineral owner's royalty is proportionately reduced according to the lease royalty rate
- Example: A 1/2 NPRI (or NEMI) that is subject to a lease with a 1/4 royalty rate will be entitled to 1/2 x 1/4 = 1/8 of the royalties from production
- Generally, addition of the word "of before royalty creates a floating royalty

Examples of Language Creating a Floating Royalty

1. 1 /16 of all oil royalty
2. The undivided 2/3 of all royalties
3. One-half interest in all royalties received from any leases
4. An undivided one-half interest in and to all royalty
5. One-half of one-eighth of all oil, gas and other mineral royalty that may be produced
6. One-half of the usual one-eighth royalty

Fixed vs. Floating: Interpretation of NPRIs

- Historically, the granting clause was considered superior to any conflicting language in other parts of the instrument
- Recent case law has shifted the focus away from the granting clause to an attempt to discern the intent of the parties

Traditional Interpretation

- The traditional approach treated "the usual 1/8" according to its plain meaning and multiplied the double fraction to find a fixed royalty.
- Example: A reservation of "one-half (1/2) of the usual one-eighth (1/8)" reserved a fixed 1/16 royalty. Wynne/Jackson Dev. L.P. v. PAC Capital Holdings, Ltd., 2013 Tex. App. LEXIS 6865, at *11-15 (Tex. App.-Corpus Christi 2013, pet. denied).
- There are a significant number of Texas decisions that have followed this approach.

Estate Misconception Theory

- Graham v. Proschaska, 429 S.W.3d 650, 657 (Tex. App.-San Antonio 2013, pet. denied)
(explaining that the estate misconception theory is the theory "that the parties from that period mistakenly assumed and conceptualized the landowner's royalty as set at one-eighth of production").

The Estate Misconception Theory Takes Hold

- Sundance Minerals, L.P. v. Moore, 354 S.W.3d 507, 512 (Tex. App.-Fort Worth 2011, pet. denied)
- The court determined that 1/2 floating royalty was reserved when the grantor reserved "one half of the usual one-eighth royalty".
- The court explained the reference to the usual 1/8 royalty was "merely an example showing the type of interest they intended to reserve, not a further limitation."
- Other courts follow Sundance Minerals and conclude that a floating royalty is reserved when there is a reference to the "usual 1/8 royalty"

(Continued on following page)



“NPRI INTERESTS & EXECUTIVE RIGHTS”
ROBERT “ELI” KIEFABER PRESENTATION TO MAPL
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NPRI INTERESTS AND EXECUTIVE RIGHTS (CONTINUED FROM PRIOR PAGE)

“Courts Stretch the “Estate Misconception Theory” Further

- Graham v. Prochasaka, 429 S.w.3d 650, 658-59 (Tex. App.-San Antonio 2013, pet. denied)
- Reservation provided: "One half (1/2) of the one-eighth (1/8) royalty to be provided in any and all leases for oil, gas and other minerals now upon or hereafter given."
- The court did not look to case law to interpret the reservation; rather, the court focused on the ordinary meaning of "the" as the modifier of one-eighth
- The court examined all of the language in the deed and reviewed the instruments referenced in the deed and concluded that the parties intended that the royalty interest be a floating interest and be 1/2 of royalty provided by any current or future lease and that the parties incorrectly assumed that the royalty provided in an oil and gas lease would always be 1/8.
- Medina Interest, Ltd. v. Trial, 2015 Tex App. LEXIS 6382, at *15 (Tex. App.-San Antonio 2015, no pet. h.) (interpreting a reservation of "our undivided interest in and to the 1/8 royalties paid the land owner" to reserve a floating royalty interest).

The Texas Supreme Court Weighs In

- Hysaw v. Dawkins, 483 S.W.3d 1 (Tex. 2016)
- The testatrix devised to each child an NPRI of "an undivided one-third (1/3) of an undivided (1/8) of oil, gas or other minerals, the same being a non-participating royalty interest"
- The will also provided that each child "shall receive one-third of one-eighth royalty"
- The Court concluded that they "cannot embrace a mechanical approach requiring rote multiplication of double fractions whenever they exist. Rather, considering the testatrix's will in its entirety, we hold that she intended her children to share future royalties equally, bequeathing to each child a 1/3 floating royalty, not a 1/24 fixed royalty."

U.S. Shale Energy II, LLC v. Laborde Props., L.P., 551 S.W.3d 148 (Tex. 2018)

- The Texas Supreme Court addressed a reservation that provided "an undivided 1/2 interest ... The same being equal to 1/16 of production." A subsequent oil and gas lease provided for a 20% royalty.
- The dispute focused on whether the NPRI reservation reserved a 1/2 floating NPRI or a fixed 1/16 NPRI.
- The Texas Supreme Court concluded that it was a 1/2 floating NPRI and explained that "[t]hough not inexorably so, the reality is that use of 1/8 (or a multiple of 1/8) in some instruments undoubtedly embodies the parties' expectation that a future lease will provide the typical 1/8th landowners' royalty with no intent to convey a fixed fraction of gross production." The use of "1/2" clearly indicated a floating royalty.
- The dissent (Justice Boyd) disagreed and stated that the parties intended to reserve 1/2 of the "then-standard 1/8 royalty, the same being equal to [a fixed] 1/16 of production."

Duties of the Executive to Non-Executives

- The duty of executives to non-executives is described as a type of a "fiduciary duty" and the executive should obtain every benefit for the non-executives that he exacts for himself.
- The executive must not engage in self-dealing. *Manges v. Guerra*, 673 S.W.2d 180 (Tex. 1984).
- *Fridde v. Fisher*, 378 S.W.3d 475 (Tex. App. - Texarkana 2012):
- The executive executed a lease but did not inform the NPRI owner.
- The NPRI owner was not charged with constructive notice of the lease because it was executed and recorded after he acquired his NPRI.
- The executive was required to hold royalties due to the NPRI owner as constructive trustee.
- The lessor cannot circumvent the royalty owed to NPRI owners by reserving an additional overriding royalty.

Duties of the Executive to Non-Executives

- *KCM Financial LLC v. Bradshaw*, 457 S.W.3d 70 (Tex. 2015)
- Dispute arose relating to the obligation of the executive to maximize the royalty terms in an oil and gas lease
- Executive owes a duty of utmost good faith and fair dealing and to acquire for the non-executive every benefit that he exacts for himself
- However, the executive is not required to subordinate its interest in favor of the non-executive (unlike a fiduciary duty)

Duties of the Executive Extend Beyond Monetary Payments

The duty owed by the executive is not limited to obtaining bonus or monetary consideration, but can be breached by a refusal to execute an oil and gas lease covering the NPRI interest.

- *Lesley v. Veterans Land Board of the State of Texas*, 352 S. W.3d 4 79 (Tex. 2011):

Refusal of the Executive to Execute an Oil and Gas Lease

- *Texas Outfitters Ltd., LLC v. Nicholson*, 534 S.W.3d 65 (Tex. App.-San Antonio 2017, pet. granted)
- Texas Outfitters purchased 1,082 acres in Frio County, Texas which included all of the surface and 50% of the executive rights. Texas Outfitters planned to use the lands for ranching and wild game hunts.
- Texas Outfitters rejected multiple offers to lease the ranch.
- The court explained that Texas Outfitters gained for itself the unfettered use of the surface for its hunting operation and the ability to sell its land at a large profit free of any oil and gas lease.
- As a result, Texas Outfitters breached its duty of utmost good faith and fair dealing by refusing to execute the oil and gas lease offered by El Paso and damaged the non-executives in the amount that they would have received had the lease been signed by Texas Outfitters.
- The court stated that "[a]lthough protecting an existing use of the surface estate is a legitimate interest, an executive breaches its duty if it protects the surface estate by refusing to permit any mineral lease."



STATE OF THE INDUSTRY (Nationally-1)

“Nowhere to labor: The US oil industry, sapped by COVID-19, has lost hundreds of rigs in a 'historic and troubling' year

Jessica Flores, USA TODAY, September 8, 2020

Labor Day is meant to be a celebration. A day to reflect on and recognize the achievements of American workers.

There's little to celebrate this year, however, for roustabouts, roughnecks and drillers — the hard-working muscle for decades on oil rigs from the wilds of Alaska to high plains of Wyoming. These are jobs that have long helped fuel America. The ongoing coronavirus pandemic has brought it all to a hard stop in many places. How bad is it?

Texas, the largest oil-producing state in the U.S., had 440 land rigs at the end of August last year, [according to Baker Hughes' weekly count](#). That number had shrunk to 104 this year.

The story was the same in North Dakota, the second-largest oil-producing state: The rig count was down from 51 to 10, according to Baker Hughes.

And, in Wyoming, where the oil and gas industry is the state's economic backbone, the rig count dropped to zero for one week in July for the first time since 1884, Pete Obermueller, executive director of the Petroleum Association of Wyoming Executive Director, told USA TODAY. "It's historic and troubling," because there are many jobs associated with oil rigs, Obermueller said. In January, Wyoming had 25 rigs, according to Baker Hughes data. That number had dropped by nearly half by early April and then to zero in July as the COVID-19 pandemic gripped the country. Each rig accounts for approximately 100 jobs, said Obermueller, meaning that roughly 2,500 jobs have been lost in The Cowboy State since the beginning of the year. "In normal times, if a rig lays down in Wyoming, that crew might move to North Dakota, or Texas or New Mexico. But, in this particular climate, there (is) nowhere to move because everyone was down," he said, referring to the dwindling rig count in those states. "So, it essentially functioned as total job loss," Obermueller said.

New Mexico had 46 rigs at the end of August, down from 108 a year ago, according to Baker Hughes. Neighboring Utah has been without an active rig since the beginning of May.

The national rig count, according to Baker Hughes data, has fallen nearly 30% since the end of August 2019, from 876 to 241, and COVID-19 will likely prevent a quick recovery. Demand is down: The per-barrel price for October delivery is \$42.61, compared to about \$58 at this time a year ago.

The loss of every oil job is amplified in Wyoming, where the oil and gas industry paid for [40% of all property taxes](#) in 2019, according to the petroleum association. It also contributed \$705 million to public education and millions more to the state fund and cities, towns and counties. Obermueller also estimates the Cowboy State is facing an approximately \$2 billion shortfall in state funds with the oil and gas industry plummeting. According to the Petroleum Association of Wyoming, the oil and gas industry paid for [40% of all property taxes](#) in the state in 2019. "That's an insurmountable gap," said Obermueller, who estimates the state is facing an approximately \$2 billion shortfall with the oil and gas industry slumping in 2020. "You can't cut your way out of it and our population is too small to necessarily tax your way out of it, either, so it's intractable and really, really relies heavily on oil and gas being able to stand back up in the state," he added. "It has a community impact that's deeply felt."

While the national rig count has gradually declined over the years — even before the coronavirus pandemic — oil and gas production has been increasing with the rise of [horizontal drilling](#). In April of last year, the country's oil production sustained a record-tying 12.1 million barrels per day while petroleum demand was at its highest since 2007, according to [the American Petroleum Institute](#). That number had reached 12.8 million by the end of 2019, according to the [U.S. Energy Information Administration](#).

In Texas, where oil and gas producers evacuated near the Gulf of Mexico before [Hurricane Laura made landfall](#) on Aug. 27, the rig count is slowly increasing. The state added up to eight rigs in August before losing one in September, according to Baker Hughes data. Texas Oil & Gas Association President Todd Staples is taking an optimistic approach. "Throughout the pandemic, every sector of the Texas oil and natural gas industry — exploration and production, oilfield services, transportation and storage, and refining and manufacturing — has continued to reliably provide the oil and natural gas products that have helped keep Texans safe, stocked and fueled up," Staples told USA TODAY in a statement. While oil workers are losing their jobs, Staples said the industry is "well equipped" to help families, businesses and communities recover during the ongoing pandemic.

The recovery in Wyoming, though, will be different and much more difficult, Obermueller said. "There's much talk about a V-shaped recovery in other industries, [but] a V-shaped recovery in oil and gas in Wyoming is harder. It will be more U-shaped," he said."



STATE OF THE INDUSTRY (Nationally-2)

“Big Oil just isn’t as big as it once was

By [Dino Grandoni](#)

Washington Post, September 4, 2020 at 6:00 a.m. CDT

A dozen years ago, ExxonMobil was the bluest of blue-chip companies. Raking in [record-breaking](#) profit, it spent every quarter of 2008 as the world’s most valuable publicly traded company. Not anymore. The oil giant’s market value today is about a third of what it was in 2008, when it approached \$500 billion. That slide culminated last month with Exxon ending its 92-year run on the Dow Jones industrial average. The [removal](#) of the longest-serving component of the U.S. stock indicator — Exxon joined [in 1928](#), when it was known as Standard Oil of New Jersey — is just the latest sign of the decline of oil as major driver of the U.S. and global economies.

Pummeled by the [coronavirus](#) pandemic, which has stopped travel in its tracks and sent oil prices to [historic lows](#), the energy sector became the smallest component of the S&P 500-stock index this summer after dipping below utilities, real estate and materials. Today, oil and gas companies constitute just 2.3 percent of the S&P 500, [down](#) from more than 15 percent in 2008.

The slide has been so steep that today five technology firms — Alphabet, Amazon, Apple, Facebook and Microsoft — are each worth more than the top 76 energy companies combined. Exxon and a half dozen or so of the world’s largest oil companies — so-called Big Oil, though that’s an increasingly outdated term — just aren’t that big anymore.

During what are normally busy driving months of April, May and June, BP lost [\\$16.8 billion](#), Exxon netted [\\$1.1 billion](#) in losses and Chevron — the Dow’s last remaining oil firm — shed [\\$8.3 billion](#). “I don’t think we know how this is going to play out. I certainly don’t know,” BP CEO Bernard Looney [told](#) the Financial Times in May. “Could it be peak oil? Possibly. Possibly. I would not write that off.”

Next year likely won’t be much better for oil demand than this one. The International Energy Agency [cut](#) its most recent estimate for global oil demand in 2021 by 240,000 barrels a day, to 97.1 million barrels a day, with an expected stagnation of air travel being “the major source of weakness.” In the power sector, natural gas now [accounts](#) for more than a third of U.S. generation after years of eating into coal’s share of the electricity market. But the fuel is too cheap and abundant due to the boom in fracking to turn a big profit.

It was only a few years ago when new techniques for coaxing oil and gas out of the ground transformed the United States into an oil-producing juggernaut. Driven by domestic petroleum prices above \$100 a barrel, the fracking revolution spurred a surge in extraction jobs in Texas, North Dakota and Pennsylvania, peaking at a total of more than 200,000 industry positions nationwide at the end of 2014.

But as prices dropped and companies automated jobs, sector employment declined to 158,000 last December, [according to the Bureau of Labor Statistics](#). The pandemic, which briefly pushed the price of West Texas Intermediate crude into negative territory for the first time ever, has only led to more layoffs.

Even after the viral outbreak passes, oil companies will still be under intense pressure to curtail emissions from their core products as investors, consumers and politicians grow increasingly concerned about catastrophic climate change. Although electric vehicles represent just a fraction of auto sales, investors are pouring money into Tesla — while General Motors, Ford and other traditional automakers prepare their own electric fleets — in the expectation that buyers and regulators are ready to make the internal-combustion engine a thing of the past.

The European Union is [aiming](#) to cut its climate-warming emissions to net-zero by 2050. On this side of the Atlantic, Democratic presidential nominee Joe Biden [wants](#) to renew incentives for the purchase of electric cars and eliminate carbon pollution from the electric sector by 2035.

President Trump likes to boast that, under his watch, the United States has [become](#) the world’s No. 1 oil and gas producer.

But even if he wins reelection in November, the future of making money off oil looks bleak if prices hover around \$40 a barrel. Such low prices limit exploration in the Gulf of Mexico and the Alaskan Arctic, where petroleum is plentiful but drilling costs are high.

Amid all the strife, some supermajors could come out of the recession [with more assets than ever](#). In the oil business, contraction is often followed by consolidation. The market tumult has made smaller firms vulnerable to being scooped up by bigger players. Chevron has already [acquired](#) Houston-based Noble Energy in a \$13 billion deal in July.

Dino Grandoni is an energy and environmental policy reporter and the author of PowerPost’s daily tipsheet on the beat, The Energy 202. Before The Post, he was the climate and energy reporter at BuzzFeed News, where he covered the intersection of science, industry and government.”



STATE OF THE INDUSTRY (Mississippi)

From the 9/30/2019 Journal of Petroleum Technology

Matt Zborowski, Technology Editor

Is the TMS Really a Viable Alternative?

“The Louisiana Chalk’s initial appeal can be attributed to decades of conventional production in the region and the known oil in place. But, “the depths permitted to drill there are deeper than 98% of all wells drilled in US onshore last year,” noted Volkmer. Drilling reports from operators show multiple mechanical failures, suggesting that perhaps the technology is just not there yet.

“The way they’re completing the Chalk wells in Louisiana is with very high intensity, pretty close to 3,000 lb/ft of proppant in some cases, which puts it a little bit ahead of what we’re seeing over in the south Texas area,” he said.

And, while the prolific Eagle Ford Shale underlies the Austin Chalk in south Texas, the even more geologically challenging TMS sits beneath the Chalk in Louisiana, which is hardly consolation for operators. Companies such as Encana and Goodrich Petroleum sniffed around the TMS earlier this decade but ultimately deemed it too technically difficult and expensive.

ConocoPhillips said in its second-quarter earnings call—before it pulled out of the region—that it was evaluating targets in the TMS as an alternative to the Chalk. “If you’re talking about your TMS prospectively, I don’t think it’s a great sign,” especially given the company’s position in the TMS, which “is really deep and very gassy,” Volkmer said. However, the core of the TMS is farther north and oilier.

Perth-based Australis Oil & Gas has set out to change the narrative on the TMS. The operator is trying to prove up its 115,000-net-acre core position mostly north of the Louisiana-Mississippi border, some of which it acquired from Encana at a low cost. Australis was formed in 2015 by the founder and executives of Aurora Oil & Gas after Aurora was sold to Baytex Energy. Aurora developed a liquids-rich position in the Eagle Ford, which has a similar depositional history and age as the TMS.

“They’re two for four in the TMS so far—two of their wells are actually pretty good,” said Volkmer. The company has touted those wells’ productivity on a per-foot basis, “but if you look at the well as a whole, it’s definitely not great,” he added.

Australis’ Stewart 30H well came online with an IP30 of 1,216 B/D of oil and flowed a cumulative volume of 138,075 BOE/D in 6 months, according to data provided by Wood Mackenzie. The Taylor 27H-1 well produced 889 BOE/D, of which 93% was oil, and flowed 67,358 BOE cumulative in the first 2 months.

For comparison, Myers noted that the average well in 2018 across the Wolfcamp, a northeast extension subplay in the Delaware Basin, produced 132,000 bbl of oil in its first 6 months. Of course, the TMS well is a single parent well and the Wolfcamp A sample includes many child wells.

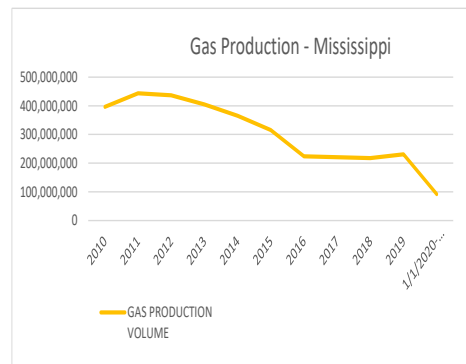
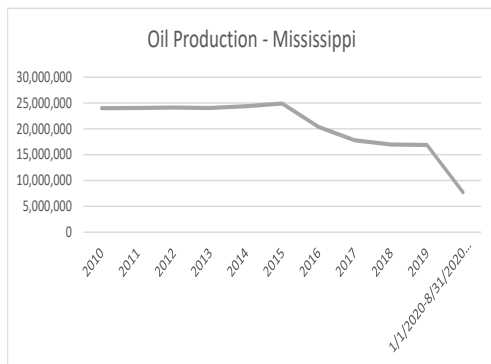
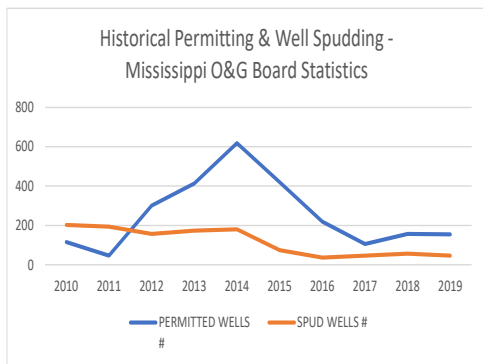
“The rock is very tight, so it’s very low permeability,” Myers explained. “With a big frac in the TMS you can see a high IP30, but the downside risk is rapid decline. And it’s actually kind of a similar story in the Austin Chalk in that area where, when you have that low permeability, you can end up with a very ineffective drainage network.”

The other big hurdle has to do with drilling at such great depths, Myers said, as Australis’ Bergold 29H-2 well collapsed and the operator was only able to complete six stages. At 15,000–20,000-ft deep, the weight from the overlying rock is immense. “We see that going forward as a pretty serious risk on the drilling side of things,” he said.

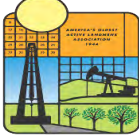
Australis on 20 September began stimulation work on its fifth and sixth wells in the play: the Quin 41-30 3H and Saxby 03-10 2H. Completion activity is expected to take 3 weeks with flowback commencing in mid-October.”

Saxby 03-10 2H was drilled to 17,560 ft with a lateral length of around 5,000 ft using a high-performance water-based mud system. The system kept the wellbore stable as drilling was performed, overcoming some of the structural issues that have plagued operators in the TMS and Chalk, the company said in a recent activity update. However, the operator also reported unspecified drilling delays on Quin 41-30 3H. “I think there are large engineering and geologic risks, but when the completions and drilling go well in the core of the TMS, the wells can be good,” Myers said.”

MISSISSIPPI OIL & GAS BOARD DATA AUGUST 2020



CATEGORY	2015	2016	2017	2018	2019	1/1/2020—8/31/2020
PERMITTED	420	219	106	157	155	38
SPUD	74	36	47	56	47	7
OIL PROD.	24,923,422	20,386,182	17,783,137	16,952,446	16,878,307	7,678,450
GAS PROD.	315,742,591	224,110,640	220,700,816	217,649,160	231,030,125	91,575,953



TIMELY & NOTABLE OIL & GAS TOMES

(Quoted Commentary From Amazon.com)

The Prize: The Epic Quest for Oil, Money & Power

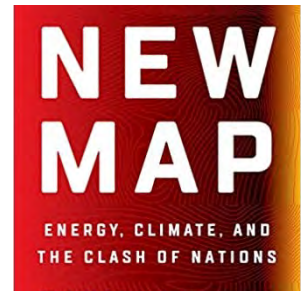
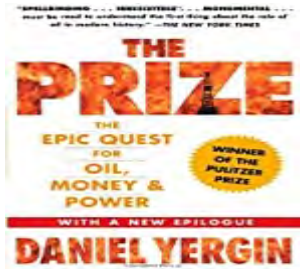
Daniel Yergin

Deemed “the best history of oil ever written” by *BUSINESS WEEK* and with more than 300,000 copies in print, Daniel Yergin’s Pulitzer Prize-winning account of the global pursuit of oil, money, and power has been extensively updated to address the current energy crisis.

Daniel Yergin, chairman of Cambridge Energy Research Associates is a highly respected authority on energy, international politics, and economics. *The Prize* was also made into an eight-hour PBS/BBC series seen by 20 million people in the United States.

“*The New Map: Energy, Climate and the Clash of Nations*”, by Daniel Yergin, was published by Penguin Press on September 15, 2020. “Shale has turned the U.S. into the world’s largest oil producer (and) also become one of the largest exporters of oil and the largest producer of natural gas, and will be one of the major exporters of LNG. The shale revolution has stimulated over \$200 billion of investment in new factories, reduced the trade deficit by several hundred billion dollars, generated millions of jobs and contributed significantly to federal and state revenues.

Navigating the world’s new energy map will require significant choices. If the campaign to ‘ban fracking’ were to gain traction—or short of that, even if major new restrictions were imposed on oil and gas development—the result would be a rapid decline in U.S. production, because most oil and gas wells today have some element of fracking. And there would be strategic consequences. Global oil and gas consumption will begin to grow again in the post-pandemic economic recovery, and the loss of U.S. supply would create a gap in output that other exporting countries would eagerly fill. The biggest beneficiaries would be Saudi Arabia and Russia, making them unexpected beneficiaries of the energy transition, at least for a decade or two.”

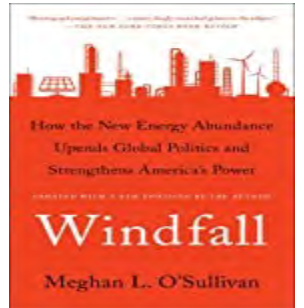


Windfall: How the New Energy Abundance Upends Global Politics and Strengthens America’s Power

Meghan L. O’Sullivan

“O’Sullivan’s ‘refreshing and illuminating’ (*Foreign Policy*) *WINDFALL* describes how new energy realities have profoundly affected the world of international relations and security. New technologies led to oversupplied oil markets and an emerging natural gas glut. This did more than drive down prices—it changed the structure of markets and altered the way many countries wield power and influence.

The advantages of this new abundance are greater than its downside for the U.S. it strengthens American hard and soft power. This is ‘a powerful argument for how America should capitalize on the “New Energy Abundance’ (*The Financial Times*).”

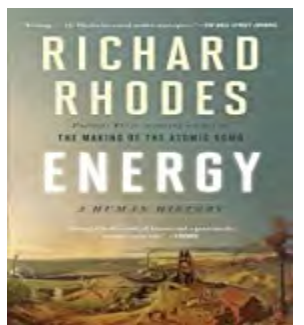


ENERGY: A HUMAN HISTORY

Richard Rhodes

“Pulitzer Prize and National Book Award-winning author, Richard Rhodes, reveals the fascinating history behind energy transitions over time—wood to coal to oil to electricity and beyond.

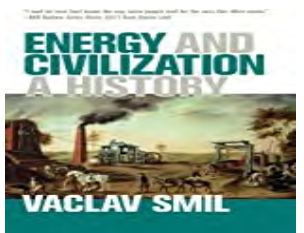
In *Energy*, Rhodes highlights the successes and failures that led to each breakthrough in energy production; from animal and waterpower to the steam engine, from internal-combustion to the electric motor. He addresses how we learned from such challenges, mastered their transitions, and capitalized on their opportunities. Rhodes also looks at the current energy landscape, with a focus on how wind energy is competing for dominance with vast supplies of coal and natural gas. In Rhodes’ singular style, *Energy* details how knowledge of our history can inform our way tomorrow.”



ENERGY AND CIVILIZATION: A HISTORY

Vaclav Smil

“In this monumental history, Vaclav Smil provides a comprehensive account of how energy has shaped society, from pre-agricultural foraging societies through today’s fossil fuel-driven civilization. The epochal transition to fossil fuels affected everything: agriculture, industry, transportation, weapons, communication, economics, urbanization, quality of life, politics and the environment. Smil describes humanity’s energy eras in panoramic and interdisciplinary fashion, offering readers a magisterial overview.”

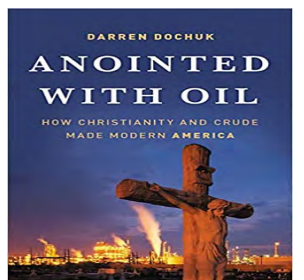


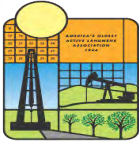
ANOINTED WITH OIL: HOW CHRISTIANITY AND CRUDE MADE MODERN AMERICA

Darren Dochuk

“*Anointed With Oil* places religion and oil at the center of American history. As prize-winning historian Darren Dochuk reveals, from the earliest discovery of oil in America during the Civil War, citizens saw oil as the nation’s special blessing and its peculiar burden, the source of its prophetic mission in the world.

Ranging from Civil War to the present, from West Texas to Saudi Arabia to the Alberta Tar Sands, and from oil-patch boomtowns to the White House, this is a sweeping, magisterial book that transforms how we understand our nation’s history.”





MISSISSIPPI ASSOCIATION OF PETROLEUM LANDMEN



Mississippi Recording Fees

As required in Mississippi code ANN. 25-7-9

Effective January 1, 2020 and amended effective July 1, 2020



	Archive Fee County*	Non-Archive Fee County
DEEDS: Warranty, Timber, Quitclaim, Trustee's Deeds, Deeds of Trust, Leases, Plats, Covenants, Construction Liens, Lis Pendens, Townhouse and Condominium Liens, Powers of Attorney, UCC filings in land records, Miscellaneous documents, Mobile Home Certificates, etc. Includes indexing for the first 5 pages EACH additional page more than 5	\$26.00 \$1.00	\$25.00 \$1.00
Each: Assignment, Partial Release, Release, Amendment, Cancellation, Authority to Cancel, Amendment of Supplement to Covenants, Subordination, Modification, Substitution of Trustee Etc. Includes indexing for the first 5 pages and marginal notation EACH additional assignment, release, etc. EACH additional page more than 5	\$27.00 \$26.00 \$1.00	\$26.00 \$26.00 \$1.00
Each: Oil & Gas Lease / Deed / Oil & Gas Release / Cancellation / Assignment / Etc. Includes indexing for the first five pages & 1 section or subdivision lot Marginal Notations, if requested on document or by cover letter EACH additional section or subdivision lot EACH additional page more than five For Assignment: Each Additional Assignee	\$26.00 \$4.00 \$1.00 \$1.00 \$18.00	\$25.00 \$4.00 \$1.00 \$1.00 \$18.00

Mineral Stamp Fees: (MISS CODE ANN. 27-31-79)

1-10 years \$0.03 per mineral acre
 11-20 years \$0.05 per mineral acre
 20+ years \$0.08 per mineral acre

Furnishing Minerals on deeds are \$.08 per mineral acre
 NOTE: Mineral Stamps if applicable are \$1.00 minimum

Furnishing Copies:

Performed by clerk or employee \$0.50 per page
 If performed by any other person \$0.25 per page
 Certified Copies \$1.00 per each complete document

*The following counties do not collect the \$1.00 archive fee: Covington, George, Itawamba, Kemper, Leflore, Sharkey, Stone, and Tunica.

Provided by the Mississippi Chancery Clerk's Association



SELECT MISSISSIPPI JUDICIAL DECISIONS (2016-2020)

1) ***“THRASH V. DEUTSCH KERRIGAN & STILES, LLP***, 183 So. 3d 838
[Improper publication for foreclosure proceeding established](#)

In 2005, Coastal Land Development Company (Coastal) and Richard Landry purchased two pieces of property, financed by U.S. Capital. Coastal and Landry executed a promissory note for \$4,500,000, naming Joel L. Blackledge, as the trustee. Coastal and Landry defaulted on the loan several times, and in August 2007, Blackledge initiated foreclosure proceedings. Blackledge posted the Notice of Substituted Trustee's Sale at the Harrison County Courthouse, and the Notice was published in The Sun Herald for three consecutive weeks on the following Wednesdays, August 15, 22, and 29, 2007. On Thursday, August 30, 2007, Blackledge conducted the foreclosure sale. Ike Thrash, the managing member of Dawn Investments, acting on its behalf, was the only bidder at the sale. Blackledge prepared a trustee's deed on August 30, 2007, in favor of Dawn Investments. Subsequently, Thrash discovered that the foreclosure sale had been conducted improperly. According to the statute, the foreclosure sale must occur one week following the last day of publication; however, the foreclosure sale was conducted one day after the last day of publication. Miss.Code Ann. § 89-1-55 (Rev.2011); Osborne v. Neblett, 65 So.3d 311, 313 (Miss.Ct.App.2011). In October 2007, this suit was removed to the U.S. District Court for the Southern District of Mississippi and then was transferred to Bankruptcy Court. The Bankruptcy Court (found) the foreclosure sale on August 30, 2007, to be void and of no effect.

NOTE: (The) “foreclosure sale was void because the trustee made an error in the publication. He published the notice of sale on August 15, 22 and 29, and then held the sale on August 30. It’s not clear from reading Section 89-1-55 of Mississippi Code that this schedule of publications doesn’t work, but this is a trap for the unwary and inexperienced. Section 89-1-55 has to be read together with Section 1-3-69, which provides that there must be at least three weeks between the date of the first publication and the sale and that the date of the first publication is not included. See Donald v. Commercial Bank, 97 So., 12 (1923). One can (a) publish on the same day of the week for three consecutive weeks and then conduct the sale on the same day of the next week (e.g., publish three Tuesdays in a row and then conduct the sale on the fourth Tuesday), or (b) publish on four consecutive Tuesdays and then conduct with sale within seven days of the fourth publication. Publishing three Tuesdays in a row and then conducting the sale on the day after the third publication doesn’t work. See Osborne v. Neblett, 65 So. 3d 311 (Miss. Ct. App. 2011).”

2) ***“ERHARDT V. DONELSON***, 221 So. 3d 393 (Miss. Ct. App. 2017)
[Joint Tenancy \(WROS\) Not Severed by Will](#)

Joint Tenancy Not Severed by Will Erhardt v. Donelson, 221 So. 3d 393 (Miss. Ct. App. 2017). In 1998 Robert Erhardt and his wife Julia purchased a home as joint tenants with right of survivorship. In 2000 Robert executed a will that provided that, upon his death, his interest in the home went to Julia in trust, and at her death, to Robert’s heirs. Robert died in 2007. In Robert’s estate proceeding in 2009, the chancery court held that title to the home passed to Julia by virtue of the joint tenancy and that the provision in Robert’s will to the contrary was inapplicable. Julia died in 2015. Her will, executed in 2008, provided that upon her death her interest in the home would pass to her heirs. At Julia’s death, the home was sold and the proceeds were delivered to Julia’s executors. Robert’s sons filed a claim in Julia’s estate in 2015 asserting that they were entitled to fifty percent of the proceeds of the sale pursuant to Robert’s will. The executors contested the brothers’ claim. At a hearing, the chancellor held that title to the home passed to Julia at the time of Robert’s death by virtue of the joint tenancy. On appeal by Robert’s sons, the Mississippi Court of Appeals, in an opinion by Justice Westbrook, affirmed. It is well-settled that one joint tenant cannot unilaterally terminate a joint tenancy by will. The brothers also argued that Julia and Robert had executed reciprocal wills. When there are reciprocal wills between joint tenants, the surviving spouse cannot revoke his will after the other joint tenant’s death. Justice Westbrook wrote that this argument failed because the brothers could produce no solid proof of the existence of a reciprocal will signed by Julia.”

3) ***“BARHAM V. MISSISSIPPI POWER CO.***, 266 So. 3d 994 (Miss. 2019)
[Coal Cannot Be Mined, and so Determination of Ownership is Moot](#)

Mississippi Power Company (“MPC”) bought land in Kemper County and built a power plant on it. The Barham family filed suit in the Circuit Court of Kemper County claiming that they owned lignite (a type of coal) under the surface of the land and seeking a declaratory judgment confirming their ownership of the lignite. MPC filed a motion for summary judgment on three grounds. First, MPC argued that Mississippi’s Surface Coal Mining and Reclamation of Land Act (“Coal Mining Act”) prohibited the owners of the lignite from mining the lignite. Second, MPC argued that since the Barhams did not object to MPC building its power plant until after the plant was completed, the Barhams should be equitably estopped from claiming ownership of the minerals. Third, MPC argued that, as surface owner, it owned the lignite as a matter of law. Since it was undisputed that neither of these circumstances existed, the chancellor granted MPC’s motion for summary judgment on this basis and without ruling on the equitable estoppel or ownership issues. On appeal the Mississippi Supreme Court, in an opinion by Chief Justice Randolph and four other justices, affirmed.

NOTE: One reason that the Court’s failure to address the question of the ownership of the lignite at issue in this case is significant is because of an important title issue regarding coal that remains unresolved under Mississippi law: does the reservation of “all minerals” in a deed include coal? See generally L. Michele McCain & Bernard H. Booth, IV, Lignite Coal: A “Mineral” Under Mississippi Law?, 28 Miss. College L. Rev. 253 (2009). The rule in Mississippi is that a reservation of “all minerals” by itself does not reserve title to sand and gravel. Sand and gravel have to be specifically reserved. Witherspoon v. Campbell, 69 So. 2d 384, 388 (Miss. 1954). Does the same rule apply to reservations of coal? Also, the editor would have liked to find out the basis for MPC’s claim that because it was the owner of the surface, it also as a matter of law was the owner of the lignite.”

(Items 1-3, within quotation marks, as well as the “NOTE” references, are directly quoted from the newsletters of the Real Property Section of the Mississippi Bar, Rod Clement, Newsletter Editor and Attorney—rclement@bradley.com.)



MISSISSIPPI STATUTORY AMENDMENTS/NEW LAW (EFF: 2020 & 2021)

- 1) **ALLOWANCE FOR TRANSFER ON DEATH DEED:** “(Senate Bill) SB 2851 adopts portions of the Uniform Probate Code. The portions of this bill that are the most relevant to real estate lawyers are Sections 1 to -19, which adopt the Mississippi Real Property Transfer on Death Act. This Act will be codified as new Sections 91-27-1 to -19 of the Mississippi Code. The Real Property Transfer on Death Act allows the owner of land to execute a deed that provides that the land will be transferred to another person on the owner’s death. The deed has to be recorded prior to the transferor’s death. A transfer-on-death deed is effective without delivery and without consideration. The transferor may revoke the deed. A will entered into by the transferor after the deed is recorded does not supersede the transfer-on-death deed, but a conveyance of the property by the transferor during his lifetime will make the transfer-on-death deed void. If the beneficiary of the transfer-on-death deed dies before the transferor, the transfer-on-death deed lapses. For purposes of priority over other interests, the recording of the transfer-on-death deed is deemed to take place at the time of the transferor’s death, and the interest of the beneficiary of the transfer-on-death deed therefore will be subject to any deeds of trust, leases or other interests to which the transferor’s interest at the time of his death. This act became effective on July 1, 2020.” *(From the newsletters of the Real Property Section of the Mississippi Bar, Rod Clement, Newsletter Editor and Attorney @ Bradley firm)*

“What is a TODD?”

A TODD is a legal document that transfers an individual’s interest in real property to one or more designated beneficiaries effective at the transferor’s death. The TODD requires the property owner (the “transferor”) to name a person (the “beneficiary”) to whom the property will automatically transfer at the death of the transferor. *The creation and filing of a TODD does not impact the rights of the transferor while living. In other words, the transferor retains all rights and control over the property, including the right to sell, transfer, encumber, and use the property. A TODD does not change ownership of or rights to the property until the death of the transferor.*

Who can execute a TODD?

In order to execute a valid TODD, the transferor must have the capacity to make a contract. A TODD cannot be created through the use of a power of attorney, unless the power of attorney expressly authorizes it.

What can be transferred by a TODD?

Any real property in Mississippi may be transferred by a TODD.

What must be included in a TODD?

A TODD must contain the essential elements of a recordable deed and must also state the transfer of real property to a designated beneficiary (or beneficiaries) is to take place at the death of the transferor. Unlike other deeds, there is no requirement that a deed be delivered to or accepted by the beneficiary. A TODD is effective if executed by the grantor and filed, without any action by or even knowledge of a beneficiary.

What must be done with a TODD?

In order to be effective, a TODD must be executed and recorded before the transferor’s death in the land records in the official records of the chancery clerk of the county where the property is located. If the TODD is not recorded prior to death, it is not effective.

Can a TODD be revoked?

Unlike other deeds, a TODD is revocable. In order for a transferor to revoke a TODD, the transferor must file an instrument of revocation expressly revoking the TODD, or may execute and file a subsequent TODD that revokes all or part of the prior TODD either by expressly revoking or by inconsistency between the two TODDs. Any subsequent revocation must be recorded prior to the transferor’s death in order to be effective. A will does not revoke or supersede a transfer-on-death deed. If a transferor and a designated beneficiary were married when a TODD was created and subsequently divorced, the TODD is revoked only if the final judgment of divorce is recorded in the land records where the TODD is recorded prior to the death of the transferor. The mere fact that a divorce occurred would not revoke the TODD.

What other rights are affected by a TODD?

Certain property transfers can impact rights of a transferor. Here is how a TODD may or may not impact the most common of these rights:

A TODD does not affect the transferor’s right to claim the property as their homestead.

A TODD does not affect any property tax exemptions afforded to the transferor (i.e. over 65 years old exemption).

A TODD does not affect the rights of creditors of the transferor.

A TODD does not trigger a “due on sale” or similar clause in a mortgage or other type of loan document.

A TODD does not subject the property to claims of a creditor of the beneficiary.

Because a TODD does not transfer ownership of the property until the death of the transferor, the property receives a step-up in basis adjustment at the transferor’s death. Since the TODD is not a completed gift until the death of the transferor, it is not considered a taxable event for the purposes of gift taxes.

What action must the beneficiary take at the transferor’s death?

At the death of the transferor, a beneficiary must record an affidavit of death in the deed records in order to become the legal owner of the property.

What are the pros and cons of a TODD?

A TODD can be attractive as a means to transfer ownership of real property quickly and affordably without going through the probate process. A TODD allows the transferor to keep control over the property during his or her lifetime and allows the transferor to revoke the TODD at any time.

Because TODDs are so new, there is simply not very much law related to these instruments, which may lead to uncertainty for lawyers and clients alike. One potential downside of a TODD is the recording requirement for both the TODD itself and any revocation of the TODD. If a transferor fails to properly record the document prior to his or her death, it is ineffective and that could lead to unintended consequences at the transferor’s death. Another potential downside is that people may not understand the concept that a TODD trumps a will if both address the same property, which again could lead to unintended consequences if a TODD was executed in addition to a will. Finally, and probably most importantly, is that a TODD is subject to claims of creditors and estate taxes. Thus, before the designated beneficiary may rely on the deed, they must either probate the transferor’s estate or wait, in the case of claims of unsecured creditors, 3 years and 90 days, or in the case of federal estate taxes, 10 years.”

(Quoted questions and responses are from the website of the Land Title Association of Mississippi (itams.org) as published on July 30, 2020, by Kenneth Farmer, Attorney)



MISSISSIPPI STATUTORY AMENDMENTS/NEW LAW

(EFF: 2020 & 2021)

(Continued From Prior Page)

REVOCATION UPON DIVORCE: (Senate Bill) SB 2851, 2020, “Revocation-upon-divorce was originally an English common-law principle that grew out of the doctrine of revocation by implication. States began codifying and expanding the doctrine in the late 19th Century. By the early 20th Century, revocation-upon-divorce became its own common-law doctrine. Because of the disparity from state to state, the Uniform Law Commission’s 1990 version of the Uniform Probate Code (“UPC”) introduced a provision to “revoke upon divorce” both probate and non-probate transfers. The UPC has undergone a number of revisions since then.

Today, more than forty states have adopted some form of revocation upon divorce statute. With the recent passage of [SB 2851](#), which codifies Miss. Code Ann. § 91-29-1 through § 91-29-9, Mississippi has become the latest to do so. Pursuant to Miss. Code Ann. § 91-29-1, if, after the testator makes a will, the testator’s marriage is dissolved by divorce, annulled, or otherwise declared void, then unless the will expressly provides otherwise, all provisions in the will, including all fiduciary appointments, must be read as if the former spouse had failed to survive the testator, and all provisions in the will disposing of property to an irrevocable trust in which a former spouse is a beneficiary or is Nominated to serve in a fiduciary capacity or that confers a general or special power of appointment on the former spouse must be read to instead dispose of the property to a trust the provisions of which are identical to the irrevocable trust. However, any provision in the irrevocable trust conferring a beneficial interest or a general or special power of appointment to the former spouse must be treated as if the former spouse had disclaimed the interest granted in the provision and any provision nominating the former spouse to serve in a fiduciary capacity will be treated as if the former spouse had died immediately before the dissolution of the marriage. In cases involving joint trusts, upon the death of one of the divorced settlors, the trustee must divide the trust into two shares with each share consisting of the respective former spouse’s property, and then subsequently disposed of as if such other former spouse had not survived them. (Effective July 1, 2020) (*Quotations are from the website of the Land Title Association of Mississippi (itams.org) as published on August 14, 2020, by Kenneth Farmer, Attorney*)

- 2) **ADMITTING A WILL TO PROBATE AS A MUNIMENT OF TITLE ONLY:** (Senate Bill) SB 2850, 2020: “Makes changes to the process for having a will admitted to probate as a muniment of title only. It also amends Section 91-35(2) and (3) to expand the pool of persons who can sign the petition. This act applies to wills admitted to probate after July 1, 2020.”
- 3) **ADOPTION OF UNIFORM PARTITION OF HEIRS PROPERTY ACT:** (Senate Bill) SB 2553, 2020: “This act will apply to most partition actions of land inherited by intestate succession. Distinctive features of a partition under this new act are that it requires a sign giving notice of the action to be posted on the property, requires an appraisal or other valuation of the property before the sale, gives the other cotenants the right to purchase the interest of the cotenant seeking the partition based on the appraised price, and requires an open-market sale by a broker rather than a partition sale by commissioners. The new act also reinforces the traditional preference for a partition in kind. A 2009 article from the ABA Journal gives some background about the concerns that led to the drafting of the Uniform Partition of Heirs Property Act: https://www.abajournal.com/magazine/article/in_the_cross-heirs. This act became effective on July 1, 2020.
- 4) **REVISION OF MISSISSIPPI LAW ON NOTARIAL ACTS:** (House Bill) HB 1156, 2020: “HB 1156 ... does not authorize remote ink-signed notarization (“RIN”) or remote online notarization (“RON”). Instead, the new law only authorizes traditional wet-ink notarization (“TWIN”) and in-person electronic notarization (“IPEN”). The person signing a document to be notarized would still need to physically appear in person before the notary. HB 1156 also incorporates short-form acknowledgments and conforms portions of Chapter 89 to the new e-notary law. In addition to the notary changes, there are three statutory changes included in HB 1156. First, it clarifies that for a document to be recorded, it must contain an original signature. Second, it codifies two exceptions to the spousal joinder requirement and provides that an affidavit may be recorded. See Title Examination Standard 15.02. The exceptions are for (a) separated spouses, living apart, and (b) voluntary abandonment. Finally, it provides that after July 1, 2021, an affidavit recorded under Miss. Code Ann. § 89-5-8 must include a description of the real property covered by the affidavit. In addition, HB 1156 provides forms of jurats for verification on oaths.”
- 5) **ADMINISTRATION OF WILLS AND ESTATES:** (House Bill) HB 1375, 2019: “Makes a number of changes to Chapter 91 of the Mississippi Code dealing with administration of wills and estates. The bill became effective on July 1, 2019.”
- 6) **MISSISSIPPI GUARDIANSHIP AND CONSERVATORSHIP ACT OR GAP (“GUARD AND PROTECT”) ACT,** (Senate Bill) SB 2828, 2019, “Replaces most of the existing statutes on guardians and conservators. Under the Act, only a conservator has authority over the property of a person. Effective on January 1, 2020. *For more information about the GAP Act, see Ken Farmer’s article in the June 2019 edition of the newsletter of the Land Title Association of Mississippi: itams.org/gap-act-mississippi-guardianship-and-conservatorship-act/.”*

(Items 2-6 are from the newsletters of the Real Property Section of the Mississippi Bar, Rod Clement, Newsletter Editor and Attorney, rclement@Bradley.com)



SB 2851
(Transfer-on-Death Deed, Revocation Upon Divorce-1)

SENATE BILL 2851 (AS SIGNED BY GOVERNOR)

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. The following shall be codified as Section 91-27-1, Mississippi Code of 1972:

91-27-1. Short title. Sections 1 through 19 of this act may be cited as the Mississippi Real Property Transfer-On-Death Act.

SECTION 2. The following shall be codified as Section 91-27-3, Mississippi Code of 1972:

97-27-3. Definitions. (a) "Beneficiary" means a person who receives real property under a transfer-on-death deed.

(b) "Designated beneficiary" means a person designated to receive real property in a transfer-on-death deed.

(c) "Joint owner with right of survivorship" or "joint owner" means an individual who owns real property concurrently with one or more other individuals with a right of survivorship. The term includes a joint tenant and a tenant by the entirety. The term does not include a tenant in common.

(d) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.

(e) "Real property" means an interest in real property located in this state.

(f) "Transfer-on-death deed" means a deed authorized under this chapter and does not refer to any other deed that transfers an interest in real property on the death of an individual.

(g) "Transferor" means an individual who makes a transfer-on-death deed.

(h) In this chapter, the terms "cancel" and "revoke" are synonymous.

SECTION 3. *The following shall be codified as Section 91-27-5, Mississippi Code of 1972:*

97-27-5. Applicability. *This chapter applies to a transfer-on-death deed executed and acknowledged on or after the effective date of this act, by a transferor who dies on or after the effective date of this act.*

SECTION 4. *The following shall be codified as Section 91-27-7, Mississippi Code of 1972:*

97-27-7. Nonexclusivity. *This chapter does not affect any method of transferring real property otherwise permitted under the laws of this state.*

SECTION 5. *The following shall be codified as Section 91-27-9, Mississippi Code of 1972:*

97-27-9. Transfer-on-death deed authorized. *An individual may transfer the individual's interest in real property to one or more beneficiaries effective at the transferor's death by a transfer-on-death deed.*

SECTION 6. *The following shall be codified as Section 91-27-11, Mississippi Code of 1972:*

97-27-11. Transfer-on-death deed revocable. *A transfer-on-death deed must be executed as set forth in Title 89, Chapter 3, Mississippi Code or 1972, relating to necessary acknowledgements, and need not be executed with the formalities of a will.*

SECTION 7. *The following shall be codified as Section 91-27-13, Mississippi Code of 1972:*

91-27-13. Transfer-on-death deed nontestamentary. *A transfer-on-death deed is a nontestamentary instrument.*

SECTION 8. *The following shall be codified as Section 91-27-15, Mississippi Code of 1972:*

(Continued on following page)



MISSISSIPPI ASSOCIATION OF
PETROLEUM LANDMEN

SB 2851

(Transfer-on-Death Deed, Revocation Upon Divorce-2)

SENATE BILL 2851

(Continued From Prior Page)

- 91-27-15. Capacity of transferor.** (a) *The capacity required to make or revoke a transfer-on-death deed is the same as the capacity required to make a contract.*
(b) *A transfer-on-death deed may not be created through use of a power of attorney unless the transfer of real property through a transfer-on-death deed is specifically authorized in the power of attorney.*

SECTION 9. *The following shall be codified as Section 91-27-17, Mississippi Code of 1972:*

91-27-17. Requirements. *To be effective, a transfer-on-death deed must:*

- (1) *Except as otherwise provided in subsection (2), contain the essential elements and formalities of a recordable deed;*
- (2) *State that the transfer of an interest in real property to the designated beneficiary is to occur at the transferor's death;*
- (3) *Be recorded before the transferor's death in the deed records in the official records of the chancery clerk of the county where the real property is located.*

SECTION 10. *The following shall be codified as Section 91-27-19, Mississippi Code of 1972:*

91-27-19. Notice, delivery, acceptance, consideration not required. *A transfer-on-death deed is effective without:*

- (1) *Notice or delivery to or acceptance by the designated beneficiary during the transferor's life; or*
- (2) *Consideration.*

SECTION 11. *The following shall be codified as Section 91-27-21, Mississippi Code of 1972:*

91-27-21. Revocation by instrument authorized; revocation by act not permitted.

- (a) *Subject to subsections (d) and (e), an instrument is effective to revoke a recorded transfer-on-death deed, or any part of it, if the instrument:*
- (1) *Is one (1) of the following:*
 - (A) *A subsequent transfer-on-death deed that revokes the preceding transfer-on-death deed or part of the deed expressly or by inconsistency; or*
 - (B) *Except as provided by subsection (b), an instrument of revocation that expressly revokes the transfer-on-death deed or part of the deed;*
 - (2) *Is acknowledged by the transferor after the acknowledgment of the deed being revoked; and*
 - (3) *Is recorded before the transferor's death in the official records of the chancery clerk of the county where the deed being revoked is recorded.*
- (b) *A will does not revoke or supersede a transfer-on-death deed.*
- (c) *If a marriage between the transferor and a designated beneficiary is dissolved after a transfer-on-death deed is recorded, a final judgment of the court dissolving the marriage operates to revoke the transfer-on-death deed as to that designated beneficiary.*
- (d) *If a transfer-on-death deed is made by more than one (1) transferor, revocation by a transferor does not affect the deed as to the interest of another transferor who does not make that revocation.*
- (e) *A transfer-on-death deed made by joint owners with right of survivorship is revoked only if it is revoked by all of the living joint owners.*
- (f) *This section does not limit the effect of an inter vivos transfer of the real property.*

SECTION 12. *The following shall be codified as Section 91-27-23, Mississippi Code of 1972:*

91-27-23. Effect of transfer-on-death deed during transferor's life. *During a transferor's life, a transfer-on-death deed does not:*

- (1) *Affect an interest or right of the transferor or any other owner, including:*
 - (A) *The right to transfer or encumber the real property that is the subject of the deed;*
 - (B) *Homestead rights in the real property, if applicable; and*
 - (C) *Ad valorem tax exemptions, including exemptions for residence homestead, persons sixty-five (65) years of age or older, persons with disabilities, and veterans;*
- (2) *Affect an interest or right of a transferee of the real property that is the subject of the deed, even if the transferee has actual or constructive notice of the deed;*
- (3) *Affect an interest or right of a secured or unsecured creditor or future creditor of the transferor, even if the creditor has actual or constructive notice of the deed;*
- (4) *Affect the transferor's or designated beneficiary's eligibility for any form of public assistance, subject to applicable federal law;*
- (5) *Constitute a transfer triggering a "due-on-sale" or similar clause;*
- (6) *Invoke statutory real estate notice or disclosure requirements;*
- (7) *Create a legal or equitable interest in favor of the designated beneficiary; or*
- (8) *Subject the real property to claims or process of a creditor of the designated beneficiary.*

SECTION 13. *The following shall be codified as Section 91-27-25, Mississippi Code of 1972:*

91-27-25. Effect of subsequent conveyance on transfer-on-death deed. *An otherwise valid transfer-on-death deed is void as to any interest in real property that is conveyed by the transferor during the transferor's lifetime after the transfer-on-death deed is executed and recorded if:*

- (1) *A valid instrument conveying the interest is recorded in the official records of the chancery clerk of the same county in which the transfer-on-death deed is recorded; and*
- (2) *The recording of the instrument occurs before the transferor's death.*

SECTION 14. *The following shall be codified as Section 91-27-27, Mississippi Code of 1972:*

91-27-27. Effect of transfer-on-death deed at transferor's death. *On the death of the transferor, the following rules apply to an interest in real property that is the subject of a transfer-on-death deed and owned by the transferor at death except as otherwise provided: in the transfer-on-death deed; in this Title 91, Chapter 27, Mississippi Code of 1972; in Title 91, Chapter 29, Mississippi Code of 1972, relating to revocation by divorce; in Section 91-1-25 relating to the prohibition on inheriting from a person whom one has killed; in Title 91, Chapter 3, Mississippi Code of 1972, the Mississippi Uniform Simultaneous Death Act; and in Section 91-5-25 relating to the spousal right to renounce a will:*

- (1) *If a transferor is a joint owner with right of survivorship who is survived by one or more other joint owners, the real property that is the subject of the transfer-on-death deed belongs to the surviving joint owner or owners. If a transferor is a joint owner with right of survivorship who is the last-surviving joint owner, the transfer-on-death deed is effective.*
- (2) *The last-surviving joint owner may revoke the transfer-on-death deed subject to Section 91-27-19.*
- (3) *A transfer-on-death deed transfers real property without covenant or warranty of title even if the deed contains a contrary provision.*
- (4) *The interest in the property is transferred to a designated beneficiary in accordance with the deed, but the interest of a designated beneficiary is contingent on the designated beneficiary surviving the transferor. The interest of a designated beneficiary that fails to survive the transferor lapses.*
- (5) *Concurrent interests are transferred to the beneficiaries in equal and undivided shares with no right of survivorship, but if the transferor has identified two (2) or more designated beneficiaries to receive concurrent interests in the property, the share of one which lapses or fails for any reason is transferred to the other, or to the others in proportion to the interest of each in the remaining part of the property held concurrently.*

(Continued on following page)



SB 2851
(Transfer-on-Death Deed, Revocation Upon Divorce-3)

SENATE BILL 2851
(Continued From Prior Page)

SECTION 15. The following shall be codified as Section 91-27-29, Mississippi Code of 1972:

91-27-29. Transfer-on-death deed property subject to liens and encumbrances at transferor's death; creditors' claims. Subject to Title 89, Chapter 5, Mississippi Code of 1972, relating to the recordation of instruments, a designated beneficiary takes the real property subject to all conveyances, encumbrances, assignments, contracts, mortgages, liens, and other interests to which the real property is subject at the transferor's death. For purposes of this subsection and Title 89, Chapter 5, Mississippi Code of 1972, the recording of the transfer-on-death deed is considered to have occurred at the transferor's death.

SECTION 16. The following shall be codified as Section 91-27-31, Mississippi Code of 1972:

91-27-31. Disclaimer. A designated beneficiary may disclaim all or part of the designated beneficiary's interest as provided by the Mississippi Uniform Disclaimer of Property Interests Act (2002/2010), Title 89, Chapter 22, Mississippi Code of 1972.

SECTION 17. The following shall be codified as Section 91-27-33, Mississippi Code of 1972:

91-27-33. Optional form for transfer-on-death deed. The following form may be used to create a transfer-on-death deed. This chapter governs the effect of this or any other instrument used to create a transfer-on-death deed:

REVOCABLE TRANSFER-ON-DEATH DEED

NOTICE TO OWNER

You should carefully read all information on the other side of this form. YOU MAY WANT TO CONSULT A LAWYER BEFORE USING THIS FORM.

This form must be recorded before your death, or it will not be effective.

IDENTIFYING INFORMATION

Owner or Owners Making This Deed:

Printed name Mailing address

Printed name Mailing address

Legal description of the property:

PRIMARY BENEFICIARY

I designate the following beneficiary if the beneficiary survives me.

Printed name Mailing address, if available

ALTERNATE BENEFICIARY - Optional

If my primary beneficiary does not survive me, I designate the following alternate beneficiary if that beneficiary survives me.

Printed name Mailing address, if available

TRANSFER-ON-DEATH

At my death, I transfer my interest in the described property to the beneficiaries as designated above.

Before my death, I have the right to revoke this deed as set forth in Section 97-27-21, Mississippi Code of 1972.

SIGNATURE OF OWNER OR OWNERS MAKING THIS DEED

Signature Date

Signature Date

ACKNOWLEDGMENT

(insert acknowledgment for deed here)

SECTION 18. The following shall be codified as Section 91-27-35, Mississippi Code of 1972:

91-27-35. Optional form of revocation. The following form may be used to create an instrument of revocation of a transfer-on-death deed. This chapter governs the effect of this or any other instrument used to revoke a transfer-on-death deed.

(Continued on following page)



SB 2851
(Transfer-on-Death Deed, Revocation Upon Divorce-4)

SENATE BILL 2851
(Continued From Prior Page)

REVOCATION OF TRANSFER-ON-DEATH DEED
NOTICE TO OWNER

This revocation must be recorded before you die or it will not be effective. This revocation is effective only as to the interests in the property of owners who sign this revocation.

IDENTIFYING INFORMATION

Owner or Owners of Property Making This Revocation:

Printed name Mailing address

Printed name Mailing address

Legal description of the property:

REVOCATION

I revoke all my previous transfers of this property by transfer-on-death deed.

SIGNATURE OF OWNER OR OWNERS MAKING THIS REVOCATION

Signature Date

Signature Date

ACKNOWLEDGMENT

(insert acknowledgment here)

SECTION 20. The following shall be codified as Section 91-29-1, Mississippi Code of 1972:

91-29-1. Will provisions made before dissolution of marriage. (a) In this section:

(1) "Irrevocable trust" means a trust:

- (A) For which the trust instrument was executed before the dissolution of a testator's marriage; and**
- (B) That the testator was not solely empowered by law or by the trust instrument to revoke.**

(2) "Relative" means an individual related to another individual by:

- (A) Consanguinity, as determined under Section 91-29-17; or**
- (B) Affinity, as determined under Section 91-29-19.**

(b) If, after the testator makes a will, the testator's marriage is dissolved by divorce, annulment, or a declaration that the marriage is void, unless the will expressly provides otherwise:

- (1) All provisions in the will, including all fiduciary appointments, shall be read as if the former spouse and each relative of the former spouse who is not a relative of the testator had failed to survive the testator; and**
- (2) All provisions in the will disposing of property to an irrevocable trust in which a former spouse or a relative of a former spouse who is not a relative of the testator is a beneficiary or is nominated to serve as trustee or in another fiduciary capacity or that confers a general or special power of appointment on a former spouse or a relative of a former spouse who is not a relative of the testator shall be read to instead dispose of the property to a trust the provisions of which are identical to the irrevocable trust, except any provision in the irrevocable trust:**



SB 2553
(Partition of Heir Property Act-1)

SENATE BILL 2553 (AS SIGNED BY GOVERNOR)

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. Short title. Sections 1 through 13 of this act may be cited as the Uniform Partition of Heir Property Act.

SECTION 2. Definitions. In this act:

- (1) "Ascendant" means an individual who precedes another individual in lineage, in the direct line of ascent from the other individual.
- (2) "Collateral" means an individual who is related to another individual under the law of intestate succession of this state but who is not the other individual's ascendant or descendant.
- (3) "Descendant" means an individual who follows another individual in lineage, in the direct line of descent from the other individual.
- (4) "Determination of value" means a court order determining the fair market value of heir property under Section 6 or 10 or adopting the valuation of the property agreed to by all cotenants.
- (5) "Heir property" means real property held in tenancy in common which satisfies all of the following requirements as of the filing of a partition action:
 - (A) There is no agreement in a record binding all the cotenants which governs the partition of the property;
 - (B) One or more of the cotenants acquired title from a relative, whether living or deceased; and
 - (C) Any of the following applies:
 - (i) Twenty percent (20%) or more of the interests are held by cotenants who are relatives;
 - (ii) Twenty percent (20%) or more of the interests are held by an individual who acquired title from a relative, whether living or deceased; or
 - (iii) Twenty percent (20%) or more of the cotenants are relatives.
- (6) "Partition by sale" means a court-ordered sale of the entire heir property, whether by auction, sealed bids, or open-market sale conducted under Section 10.
- (7) "Partition in kind" means the division of heir property into physically distinct and separately titled parcels.
- (8) "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
- (9) "Relative" means an ascendant, descendant, or collateral or an individual otherwise related to another individual by blood, marriage, adoption, or law of this state other than this act.

SECTION 3. Applicability; relation to other law. (a) This act applies to partition actions filed on or after the effective date of this act.

- (b) In an action to partition real property under Title 11, Chapter 21, Mississippi Code of 1972, the court shall determine whether the property is heir property. If the court determines that the property is heir property, the property must be partitioned under this act unless all of the cotenants otherwise agree in a record.
- (c) This act supplements Title 11, Chapter 21, Mississippi Code of 1972, and, if an action is governed by this act, replaces provisions that are inconsistent with this act.

SECTION 4. Service; notice by posting. (a) This act does not limit or affect the method by which service of a complaint in a partition action may be made.

- (b) If the plaintiff in a partition action seeks an order of notice by publication and the court determines that the property may be heir property, the plaintiff, not later than ten (10) days after the court's determination, shall post and maintain while the action is pending a conspicuous sign on the property that is the subject of the action. The sign must state that the action has commenced and identify the name and address of the court and the common designation by which the property is known. The court may require the plaintiff to publish on the sign the name of the plaintiff and the known defendants.

SECTION 5. Masters. If the court appoints masters under Section 11-21-15, each master, in addition to the requirements and disqualifications applicable to masters in Title 11, Chapter 21, Mississippi Code of 1972, must be disinterested and impartial and not a party to or a participant in the action.

SECTION 6. Determination of value. (a) Except as otherwise provided in subsections (b) and (c), if the court determines that the property that is the subject of a partition action is heir property, the court shall determine the fair market value of the property by ordering an appraisal pursuant to subsection (d).

- (b) If all cotenants have agreed to the value of the property or to another method of valuation, the court shall adopt that value or the value produced by the agreed method of valuation.
- (c) If the court determines that the evidentiary value of an appraisal is outweighed by the cost of the appraisal, the court, after an evidentiary hearing, shall determine the fair market value of the property and send notice to the parties of the value.
- (d) If the court orders an appraisal, the court shall appoint a disinterested real estate appraiser licensed in this state to determine the fair market value of the property assuming sole ownership of the fee simple estate. On completion of the appraisal, the appraiser shall file a sworn or verified appraisal with the court.
- (e) If an appraisal is conducted pursuant to subsection (d), not later than ten (10) days after the appraisal is filed, the court shall send notice to each party with a known address, stating:
 - (1) The appraised fair market value of the property;
 - (2) That the appraisal is available at the clerk's office; and
 - (3) That a party may file with the court an objection to the appraisal not later than thirty (30) days after the notice is sent, stating the grounds for the objection.
- (f) If an appraisal is filed with the court pursuant to subsection (d), the court shall conduct a hearing to determine the fair market value of the property not sooner than thirty (30) days after a copy of the notice of the appraisal is sent to each party under subsection (e), whether or not an objection to the appraisal is filed under subsection (e)(3). In addition to the court-ordered appraisal, the court may consider any other evidence of value offered by a party.
- (g) After a hearing under subsection (f), but before considering the merits of the partition action, the court shall determine the fair market value of the property and send notice to the parties of the value.



SB 2553
(Partition of Heir Property Act-2)

SENATE BILL 2553 (AS SIGNED BY GOVERNOR)

- SECTION 7. Cotenant buyout.** (a) If any cotenant requested partition by sale, after the determination of value under Section 6, the court shall send notice to the parties that any cotenant except a cotenant that requested partition by sale may buy all the interests of the cotenants that requested partition by sale.
- (b) Not later than forty-five (45) days after the notice is sent under subsection (a), any cotenant except a cotenant that requested partition by sale may give notice to the court that it elects to buy all the interests of the cotenants that requested partition by sale.
- (c) The purchase price for each of the interests of a cotenant that requested partition by sale is the value of the entire parcel determined under Section 6 multiplied by the cotenant's fractional ownership of the entire parcel.
- (d) After expiration of the period in subsection (b), the following rules apply:
- (1) If only one (1) cotenant elects to buy all the interests of the cotenants that requested partition by sale, the court shall notify all the parties of that fact.
 - (2) If more than one cotenant elects to buy all the interests of the cotenants that requested partition by sale, the court shall allocate the right to buy those interests among the electing cotenants based on each electing cotenant's existing fractional ownership of the entire parcel divided by the total existing fractional ownership of all cotenants electing to buy and send notice to all the parties of that fact and of the price to be paid by each electing cotenant.
 - (3) If no cotenant elects to buy all the interests of the cotenants that requested partition by sale, the court shall send notice to all the parties of that fact and resolve the partition action under Section 8(a) and (b).
- (e) If the court sends notice to the parties under subsection (d)(1) or (2), the court shall set a date, not sooner than sixty (60) days after the date the notice was sent, by which electing cotenants must pay their apportioned price into the court. After this date, the following rules apply:
- (1) If all electing cotenants timely pay their apportioned price into court, the court shall issue an order reallocating all the interests of the cotenants and disburse the amounts held by the court to the persons entitled to them.
 - (2) If no electing cotenant timely pays its apportioned price, the court shall resolve the partition action under Section 8(a) and (b) as if the interests of the cotenants that requested partition by sale were not purchased.
 - (3) If one or more but not all of the electing cotenants fail to pay their apportioned price on time, the court, on motion, shall give notice to the electing cotenants that paid their apportioned price of the interest remaining and the price for all that interest.
- (f) Not later than twenty (20) days after the court gives notice pursuant to subsection (e)(3), any cotenant that paid may elect to purchase all of the remaining interest by paying the entire price into the court. After the twenty-day period, the following rules apply:
- (1) If only one (1) cotenant pays the entire price for the remaining interest, the court shall issue an order reallocating the remaining interest to that cotenant. The court shall issue promptly an order reallocating the interests of all of the cotenants and disburse the amounts held by it to the persons entitled to them.
 - (2) If no cotenant pays the entire price for the remaining interest, the court shall resolve the partition action under Section 8(a) and (b) as if the interests of the cotenants that requested partition by sale were not purchased.
 - (3) If more than one (1) cotenant pays the entire price for the remaining interest, the court shall reapportion the remaining interest among those paying cotenants, based on each paying cotenant's original fractional ownership of the entire parcel divided by the total original fractional ownership of all cotenants that paid the entire price for the remaining interest. The court shall issue promptly an order reallocating all of the cotenants' interests, disburse the amounts held by it to the persons entitled to them, and promptly refund any excess payment held by the court.
- (g) Not later than forty-five (45) days after the court sends notice to the parties pursuant to subsection (a), any cotenant entitled to buy an interest under this section may request the court to authorize the sale as part of the pending action of the interests of cotenants named as defendants and served with the complaint but that did not appear in the action.
- (h) If the court receives a timely request under subsection (g), the court, after hearing, may deny the request or authorize the requested additional sale on such terms as the court determines are fair and reasonable, subject to the following limitations:
- (1) A sale authorized under this subsection may occur only after the purchase prices for all interests subject to sale under subsections (a) through (f) have been paid into court and those interests have been reallocated among the cotenants as provided in those subsections; and
 - (2) The purchase price for the interest of a nonappearing cotenant is based on the court's determination of value under Section 6.

SECTION 8. Partition alternatives.

- (a) If all the interests of all cotenants that requested partition by sale are not purchased by other cotenants pursuant to Section 7, or if after conclusion of the buyout under Section 7, a cotenant remains that has requested partition in kind, the court shall order partition in kind unless the court, after consideration of the factors listed in Section 9, finds that partition in kind will result in manifest prejudice to the cotenants as a group. In considering whether to order partition in kind, the court shall approve a request by two (2) or more parties to have their individual interests aggregated.
- (b) If the court does not order partition in kind under subsection (a), the court shall order partition by sale pursuant to Section 10 or, if no cotenant requested partition by sale, the court shall dismiss the action.
- (c) If the court orders partition in kind pursuant to subsection (a), the court may require that one or more cotenants pay one or more other cotenants amounts so that the payments, taken together with the value of the in-kind distributions to the cotenants, will make the partition in kind just and proportionate in value to the fractional interests held.
- (d) If the court orders partition in kind, the court shall allocate to the cotenants that are unknown, unlocatable, or the subject of a default judgment, if their interests were not bought out pursuant to Section 7, a part of the property representing the combined interests of these cotenants as determined by the court and this part of the property shall remain undivided.



SB 2553
(Partition of Heir Property Act-3)

SENATE BILL 2553 (AS SIGNED BY GOVERNOR)

SECTION 9. Considerations for partition in kind. (a) In determining under Section 8(a) whether partition in kind would result in manifest prejudice to the cotenants as a group, the court shall consider the following:

- (1) Whether the heir property practicably can be divided among the cotenants;
 - (2) Whether partition in kind would apportion the property in such a way that the aggregate fair market value of the parcels resulting from the division would be materially less than the value of the property if it were sold as a whole, taking into account the condition under which a court-ordered sale likely would occur;
 - (3) Evidence of the collective duration of ownership or possession of the property by a cotenant and one or more predecessors in title or predecessors in possession to the cotenant who are or were relatives of the cotenant or each other;
 - (4) A cotenant's sentimental attachment to the property, including any attachment arising because the property has ancestral or other unique or special value to the cotenant;
 - (5) The lawful use being made of the property by a cotenant and the degree to which the cotenant would be harmed if the cotenant could not continue the same use of the property;
 - (6) The degree to which the cotenants have contributed their pro rata share of the property taxes, insurance, and other expenses associated with maintaining ownership of the property or have contributed to the physical improvement, maintenance, or upkeep of the property; and
 - (7) Any other relevant factor.
- (b) The court may not consider any one (1) factor in subsection (a) to be dispositive without weighing the totality of all relevant factors and circumstances.

SECTION 10. Open-market sale, sealed bids, or auction. (a) If the court orders a sale of heir property, the sale must be an open-market sale unless the court finds that a sale by sealed bids or an auction would be more economically advantageous and in the best interest of the cotenants as a group.

- (b) If the court orders an open-market sale and the parties, not later than ten (10) days after the entry of the order, agree on a real estate broker licensed in this state to offer the property for sale, the court shall appoint the broker and establish a reasonable commission. If the parties do not agree on a broker, the court shall appoint a disinterested real estate broker licensed in this state to offer the property for sale and shall establish a reasonable commission. The broker shall offer the property for sale in a commercially reasonable manner at a price no lower than the determination of value and on the terms and conditions established by the court.
- (c) If the broker appointed under subsection (b) obtains within a reasonable time an offer to purchase the property for at least the determination of value:
 - (1) The broker shall comply with the reporting requirements in Section 11; and
 - (2) The sale may be completed in accordance with state law other than this act.
- (d) If the broker appointed under subsection (b) does not obtain within a reasonable time an offer to purchase the property for at least the determination of value, the court, after hearing, may:
 - (1) Approve the highest outstanding offer, if any;
 - (2) Redetermine the value of the property and order that the property continue to be offered for an additional time; or
 - (3) Order that the property be sold by sealed bids or at an auction.
- (e) If the court orders a sale by sealed bids or an auction, the court shall set terms and conditions of the sale. If the court orders an auction, the auction must be conducted under Section 11-21-27.
- (f) If a purchaser is entitled to a share of the proceeds of the sale, the purchaser is entitled to a credit against the price in an amount equal to the purchaser's share of the proceeds.

SECTION 11. Report of open-market sale. (a) Unless required to do so within a shorter time by Title 11, Chapter 21, Mississippi Code of 1972, a broker appointed under Section 10(b) to offer heir property for open-market sale shall file a report with the court not later than seven (7) days after receiving an offer to purchase the property for at least the value determined under Section 6 or 10.

- (b) The report required by subsection (a) must contain the following information:
- (1) A description of the property to be sold to each buyer;
 - (2) The name of each buyer;
 - (3) The proposed purchase price;
 - (4) The terms and conditions of the proposed sale, including the terms of any owner financing;
 - (5) The amounts to be paid to lienholders;
 - (6) A statement of contractual or other arrangements or conditions of the broker's commission; and
 - (7) Other material facts relevant to the sale.

SECTION 12. Uniformity of application and construction. In applying and construing this uniform act, consideration must be given to the need to promote uniformity of the law with respect to its subject matter among states that enact it.

SECTION 13. Relation to electronic signatures in global and national commerce act. This act modifies, limits, and supersedes the Electronic Signatures in Global and National Commerce Act, 15 USC Section 7001 et seq., but does not modify, limit, or supersede Section 101(c) of that act, 15 USC Section 7001(c), or authorize electronic delivery of any of the notices described in Section 103(b) of that act, 15 USC Section 7003(b).

SECTION 14. Section 11-21-5, Mississippi Code of 1972, is amended as follows:

11-21-5. Any of the parties in interest, whether infants or adults, may institute proceedings for the partition of lands or for a partition sale thereof, by judgment of court as herein provided, **except that if the court determines that the property is heir property under the Uniform Partition of Heir Property Act, then such partition or sale must comply with the provisions of Sections 1 through 13 of this act.** All persons in interest must be made parties except (a) in cases where a part of the freehold is owned by persons owning a life estate therein or a life tenancy therein subject to the rights of remaindermen or reversioners, then, in such event, it shall only be necessary that the person or persons owning or claiming a life estate or life tenancy therein be made parties; and (b) in cases where the partition is for the surface of the land only, it shall not be necessary that persons owning divided or undivided interests in the minerals in the land be made parties unless such persons also have an interest in the surface of the land. An infant, or person of unsound mind, may sue by next friend as in other cases; but if the infant, or non compos mentis, have a guardian, the guardian must appear as next friend, unless good cause to the contrary be shown. Where an infant or non compos is made a party defendant, the guardian, if any, of such infant or non compos shall also be made a party, whether the infant or non compos be resident or nonresident and whether the guardian be a resident or a nonresident; and the said guardian may appear and answer the complaint. The summons to the defendants, including the guardian aforesaid, shall be made pursuant to the Mississippi Rules of Civil Procedure. The word "guardian," where used in this section, shall be held to apply also to all persons who, under the laws of any other state or country, stand in that relation whether known as curator, tutor, committee or conservator, or by whatever other name or title such person may be known.

SECTION 15. This act shall take effect and be in force from and after July 1, 2020.



HB 1375 (2019)
(Administration of Wills & Estates-1)

HOUSE BILL 1375 (2019) (AS SIGNED BY GOVERNOR)

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. Section 91-7-93, Mississippi Code of 1972, is amended as follows:

91-7-93. The executor or administrator shall, within ninety (90) days of the grant of his letters unless further time be allowed by the court or clerk, * * * file an inventory, verified by oath, of the money * * * and property owned by the decedent at the time of death, listing it with reasonable detail, and indicating as to each listed item, its market value as of the date of the decedent's death, and the type and amount of any encumbrance that may exist with reference to any item.

There shall be no requirement for filing an inventory if the requirement of filing an inventory is waived in the testator's will. The court or the chancellor may also waive the requirement for filing an inventory in an intestate estate upon petition to the court by the administrator. Even though the requirement of filing an inventory is waived in the testator's will or waived by the court or the chancellor upon petition to the court by the administrator in an intestate estate, the court or the chancellor may later order the executor or administrator to file an inventory upon the petition of a beneficiary or other interested party if the court or the chancellor determines that the filing of inventory is necessary or advisable.

SECTION 2. Section 91-7-95, Mississippi Code of 1972, is amended as follows:

91-7-95. * * * If any property not included in the original inventory comes to the knowledge of the executor or administrator, or if the executor or administrator learns that the value or description indicated in the original inventory for any item is erroneous or misleading, he shall make a supplementary inventory or appraisal showing the market value as of the date of the decedent's death of the new item or the revised market value or descriptions, and the appraisers or other data relied upon, if any, and file it with the court if the original inventory was filed, or furnish copies thereof or information thereof to persons interested in the new information.

SECTION 3. Section 91-7-109, Mississippi Code of 1972, is amended as follows:

91-7-109. * * * The executor or administrator may employ a qualified and disinterested appraiser to assist him in ascertaining the fair market value as of the date of the decedent's death of any asset the value of which may be subject to reasonable doubt. Different persons may be employed to appraise different kinds of assets included in the estate. The names and addresses of any appraiser shall be indicated on the inventory with the item or items he appraised.

SECTION 4. Section 91-7-117, Mississippi Code of 1972, is amended as follows:

91-7-117. It shall be the duty of the * * * executor or administrator to set apart to the widow and children, or to the widow if there be no children, or to the children if there be no widow, such personal property as is exempt by law from execution * * *. The action of the * * * executor or administrator shall not be necessary to the title of the widow and children to the exempt property, which shall vest in them by operation of law on the death of the husband and father.

SECTION 5. Section 91-7-135, Mississippi Code of 1972, is amended as follows:

91-7-135. It shall be the duty of the * * * court or the chancellor to set apart out of the effects of the decedent, for the spouse and children who were being supported by the decedent, or for the spouse if there be no such children, or for such children if there be no spouse, one (1) year's provision, including such provision as may be embraced in the exempt property set apart. If there be no provisions, or an insufficient amount, the * * * court or the chancellor shall * * * determine the sum necessary for the comfortable support of the spouse and children, or spouse or children, as the case may be, for one (1) year. * * *

SECTION 6. Section 91-7-141, Mississippi Code of 1972, is amended as follows:

91-7-141. The * * * court or the chancellor may apportion the one (1) year's allowance, or any part of it, according to the situation, rights, and interests of any of the children or the widow, and may direct the payment of any portion of the allowance which may be found necessary or proper to any of them.

SECTION 7. Section 91-7-255, Mississippi Code of 1972, is amended as follows:

91-7-255. * * * An executor, administrator, guardian, receiver, or other fiduciary appointed by or acting pursuant to the authority of any chancery court may sell, assign, or transfer any note, bill of exchange, bond, stock certificate, or other negotiable paper belonging to the estate committed or entrusted to him by such court * * * under the standard of care applicable to trustees as set forth in Section 91-8-101 et seq. If the exercise of power concerning the estate is improper, the personal representative is liable to interested persons for damage or loss resulting from breach of his fiduciary duty to the same extent as a trustee of an express trust under the Mississippi Uniform Trust Code.

SECTION 8. Section 91-7-277, Mississippi Code of 1972, is amended as follows:

91-7-277. Every executor or administrator, at least once in each year or oftener if required by the court, shall present under oath an account of his administration, showing the disbursements, every item of which and the amount thereof to be distinctly stated * * *, and it shall also show the receipts of money and from what sources. The failure to account annually shall be a breach of the administration bond, for which it may be put in suit, or the executor or administrator may be removed; but the court may, on application and on cause shown, extend the time for accounting. * * * The court shall examine all such accounts * * * and if satisfied that the account is just and true, it shall decree the same approved and allowed as a correct annual settlement. * * *

There shall be no requirement for filing annual accounts if the requirement of filing accountings is waived in the testator's will. The court or the chancellor may also waive the requirement for filing annual accounts in an intestate estate upon petition to the court by the administrator. Even though the requirement of filing annual accounts is waived in the testator's will or waived by the court or the chancellor upon petition to the court by the administrator in an intestate estate, the court or the chancellor may later order the executor or administrator to file annual accounts upon the petition of a beneficiary or other interested party if the court or the chancellor determines that the filing of annual accounts is necessary or advisable.

SECTION 9. Section 91-7-291, Mississippi Code of 1972, is amended as follows:

91-7-291. When the estate has been administered by payment of the debts and the collection of the assets, it shall be the duty of the executor or administrator, unless the court or chancellor, on cause shown, shall otherwise order, to make and file a final settlement of the administration by making out and presenting to the court, under oath, his final account, which shall contain a distinct statement of all the balances of the annual accounts, either as debits or credits, all other charges and disbursements * * *, amounts received and not contained in any previous annual account, and a statement of the kind and condition of all assets in his hands. * * * There shall be no requirement for filing a final account if the requirement of filing accountings is waived in the testator's will. The court or the chancellor may also waive the requirement for filing a final account in an intestate estate upon petition to the court by the administrator. Even though the requirement of filing accountings or the final account is waived in the testator's will or waived by the court or the chancellor upon petition to the court by the administrator in an intestate estate, the court or the chancellor may later order the executor or administrator to file a final account upon the timely petition of a beneficiary or other interested party if the court or the chancellor determines that the filing of a final account is necessary or advisable and the petition is timely filed.

SECTION 10. Section 91-7-297, Mississippi Code of 1972, is amended as follows:

91-7-297. If process be returned executed, or publication has been made, the court shall examine the final account so presented and filed, hear the evidence in support of it, and the objections and evidence against it. If the court shall be satisfied that the account is correct * * *, it shall make a final decree of approval and allowance, and shall, at the same time, order the executor or administrator to make distribution of the property in his hands. In proceedings for a final settlement, the court may allow any party interested to surcharge and falsify any annual or partial settlement of the executor or administrator.



HB 1375 (2019)
(Administration of Wills & Estates-2)

HOUSE BILL 1375 (2019) (AS SIGNED BY GOVERNOR)

SECTION 11. The following shall be codified as Section 91-7-90, Mississippi Code of 1972:

91-7-90. (1) Except as provided in subsection (2) and except as provided in connection with the share of the surviving spouse who elects to take an elective share, shares of distributees abate, without any preference or priority as between real and personal property, in the following order: (a) property not disposed of by the will; (b) residuary bequests and devises; (c) general bequests and devises; (d) specific bequests and devises. For purposes of abatement, a general bequest or devise charged on any specific property or fund is a specific bequest or devise to the extent of the value of the property on which it is charged, and upon the failure or insufficiency of the property on which it is charged, a general bequest or devise to the extent of the failure or insufficiency. Abatement within each classification is in proportion to the amounts of property each of the beneficiaries would have received, if full distribution of the property had been made in accordance with the terms of the will.

(2) If the will expresses an order of abatement, or if the testamentary plan or the express or implied purpose of the devise would be defeated by the order of abatement stated in subsection (1), the shares of the distributees abate as may be found necessary to give effect to the intention of the testator.

(3) If the subject of a preferred bequest or devise is sold or used incident to administration, abatement shall be achieved by appropriate adjustments in, or contribution from, other interests in the remaining assets.

SECTION 12. Section 91-7-91, Mississippi Code of 1972, is amended as follows:

91-7-91. The real property, goods, chattels, personal * * * property, choses in action and money of the deceased, or which may have accrued to his estate after his death from the sale of property, real, personal or otherwise, and the rent of lands accruing during the year of his death, whether he died testate or intestate, shall be assets and shall stand chargeable with all the just debts, funeral expenses of the deceased, and the expenses of settling the estate * * *, without any preference or priority as between real and personal property, and shall abate in the manner set out in Section 11, House Bill No. 1375, 2019 Regular Session. However, that in cases where no administration has been or shall be commenced on the estate of the decedent within three (3) years after his death, no creditor of the decedent shall be entitled to a lien or any claim whatsoever on any real property of the decedent, or the proceeds therefrom, against purchasers or encumbrancers for value of the heirs of the decedent unless such creditor shall, within three (3) years and ninety (90) days from the date of the death of the decedent, file on the lis pendens docket in the office of the clerk of the chancery court of the county in which * * * the land is located notice of his claim, containing the name of the decedent, a brief statement of the nature, amount and maturity date of his claim and a description of the real property sought to be charged * * * with the claim. The provisions of this section requiring the filing of notice shall not apply to any secured creditor having a recorded lien on * * * the property.

SECTION 13. Section 91-7-191, Mississippi Code of 1972, is amended as follows:

91-7-191. * * * Whenever it shall be necessary for an executor or administrator * * * to sell property to pay the debts and expenses of the estate, he may file a petition in the chancery court for the sale of the land of the deceased, or so much of it as may be necessary, and exhibit to the court a true account of the personal estate and debts due from the deceased, and the expenses and a description of the land to be sold. Any sale of land shall be subject to the abatement provisions of Section 11, House Bill No. 1375, 2019 Regular Session.

SECTION 14. Section 91-7-195, Mississippi Code of 1972, is amended as follows:

91-7-195. Any creditor of the decedent whose claim against the estate is registered shall have the right to file a petition, as the executor or administrator may, for the sale of land or personal property of the decedent for the payment of debts. The court shall hear and decide upon such petition, and decree as if the application had been made by the executor or administrator, and may order the executor or administrator to make the sale. Any sale of land shall be subject to the abatement provisions of Section 11, House Bill No. 1375, 2019 Regular Session.

SECTION 15. Section 91-7-199, Mississippi Code of 1972, is amended as follows:

91-7-199. The court, after service of summons or proof of publication, shall hear and examine the allegations and evidence in support of the petition and the objections to and evidence against it, if any. If on such hearing the court be satisfied that the * * * land ought to be sold * * * to pay the debts of the decedent and expenses of the estate, it may make a decree for the sale of a part or the whole of the land; and when a part only is decreed to be sold, the decree shall specify what part. If the real estate be so situated that a part cannot be sold without manifest prejudice to the heirs or devisees, the court may decree that the whole shall be sold; and the overplus arising from such sale, after the payment of debts and expenses, shall be distributed amongst the heirs according to the law of descents, or amongst the devisees according to the will. * * * The sale of the land and distribution of the proceeds of the sale shall be subject to the abatement provisions of Section 11, House Bill No. 1375, 2019 Regular Session.

SECTION 16. Section 91-7-261, Mississippi Code of 1972, is amended as follows:

91-7-261. The executor or administrator shall take proper steps speedily to ascertain whether the estate be solvent or insolvent. If both the real and personal estate be insufficient to pay the debts of the deceased, he shall exhibit to the court a true account of all the personal estate, assets of every description, the land of the deceased, and all the debts due from the deceased; and if it appears to the court that the estate is insolvent, it shall make an order for the sale of all the property. The proceeds of such sale and all other assets shall be equally distributed among all the creditors whose claims shall be duly filed and established, in proportion to the sums due and owing to them respectively, the expenses of the last sickness, the funeral, and the administration, including commissions, being first paid. The sale of the land and distribution of the proceeds of the sale shall be subject to the abatement provisions of Section 11, House Bill No. 1375, 2019 Regular Session. Before any decree for sale is made, the devisees or heirs shall be made parties to the proceeding.

SECTION 17. Section 91-7-271, Mississippi Code of 1972, is amended as follows:

91-7-271. When the claims are established and the amount of assets ascertained, the court shall adjudge the pro rata share of each creditor, deducting first the preference claims and deducting from debts not due the legal interest from the time of payment up to the time of their maturity; and the executor or administrator shall distribute all money amongst the creditors, in proportion to their demands. The payment of the claims of the creditors shall be subject to the abatement provisions of Section 11, House Bill No. 1375, 2019 Regular Session. A creditor whose pro rata share has been so adjudged, after ten (10) days from the date of the decree ascertaining his share, the same not having been paid, may have execution against the executor or administrator and the sureties on his bond for such sum as may be due him, and costs of execution.

SECTION 18. Section 91-7-322, Mississippi Code of 1972, is amended as follows:

Affidavit of Successor

91-7-322. (1) Except as may be otherwise provided by Sections 81-5-63, 81-12-135, 81-12-137 and 91-7-323, at any time after thirty (30) days from the death of a decedent, any person indebted to the decedent or having possession of tangible personal property or an instrument evidencing a debt, obligation, stock, or chose in action belonging to the decedent shall make payment when due of the indebtedness or deliver the tangible personal property or an instrument evidencing a debt, obligation, stock, or chose in action to a person claiming to be the successor of the decedent, as defined herein, upon being presented an affidavit made by the successor stating:

- (a) That the value of the entire probate estate of the decedent, wherever located, excluding all liens and encumbrances thereon, does not exceed Fifty Thousand Dollars (\$50,000.00);
- (b) That at least thirty (30) days have elapsed since the death of the decedent;
- (c) That no application or petition for the appointment of a personal representative of the decedent is pending, nor has a personal representative of the decedent been appointed in any jurisdiction; and
- (d) The facts of relationship establishing the affiant as a successor of the decedent.



HB 1375 (2019)
(Administration of Wills & Estates-3)

HOUSE BILL 1375 (2019) (AS SIGNED BY GOVERNOR)

(2) For the purposes of this section, "successor" means * * *:

- (a) The decedent's spouse;
- (b) If there is no surviving spouse of the decedent, then children of the decedent;
- (c) If there is no surviving spouse or children of the decedent, then to descendants per stripes of the decedent;
- (d) If there is no surviving spouse, children or descendants per stripes of the decedent, then either parent or any siblings of the decedent; or
- (e) If none of the above successors can be found, then to the decedent's heirs at law.

(3) * * * Any minor or incapacitated adult who is a successor of the decedent may be represented by a guardian, natural or appointed, conservator, custodian, or other personal representative, as appointed by the court or by power of attorney.

(4) The representative of a minor or incapacitated adult as defined in subsection (3) shall receive any property or payments from the decedent's estate for the sole use and benefit of said minor or incapacitated adult.

(* * *5) The successor of a decedent, upon complying with the provisions of subsection (1) of this section, shall be empowered to negotiate, transfer ownership and exercise all other incidents of ownership with respect to the personal property and instruments described in subsection (1) of this section.

(* * *6) Any person paying, delivering, transferring or issuing personal property or the evidence thereof pursuant to the provisions of subsection (1) of this section shall be discharged and released to the same extent as if such person had dealt with a personal representative of the decedent. Such person shall not be required to see to the proper application of the personal property or evidence thereof or to inquire into the truth of any statement in the affidavit. If any person to whom an affidavit is delivered, in accordance with the provisions of subsection (1) of this section, refuses to pay, deliver, transfer or issue any personal property or evidence thereof to the successor, such property or evidence thereof may be recovered or its payment, delivery, transfer or issuance compelled upon proof of the successor's right in a proceeding brought in chancery court for such purpose by or on behalf of the persons entitled thereto. Any person to whom payment, delivery, transfer or issuance is made shall be answerable and accountable to the personal representative of the estate, if any, or to any other person having a superior right.

SECTION 19. Section 91-7-137, Mississippi Code of 1972, which requires the filing of the appraisers' reports with the court, is repealed.

SECTION 20. Section 91-7-139, Mississippi Code of 1972, which provides for an extension of time for appraisers to perform their duties and sanctions for failure to file an inventory, is repealed.

SECTION 21. Section 91-7-257, Mississippi Code of 1972, which provides for property which shall not be removed from the state by an executor or administrator, is repealed.

SECTION 22. Section 91-7-279, Mississippi Code of 1972, which provides the format for filing vouchers with the court, is repealed.

SECTION 23. Section 91-7-111, Mississippi Code of 1972, which provides for the use of three (3) or more appraisers in each county in which property of the personal estate is located, is repealed.

SECTION 24. Section 91-7-115, Mississippi Code of 1972, which requires an oath be taken by the appointed appraisers and allows vacant appraiser positions to be filled, is repealed.

SECTION 25. Section 91-7-113, Mississippi Code of 1972, which provides a required form of warrant for appraisers, is repealed.

SECTION 26. This act shall take effect and be in force from and after July 1, 2019.



MISSISSIPPI ASSOCIATION OF PETROLEUM LANDMEN

**P. O. Box 907
JACKSON, MISSISSIPPI 39205**

APPLICATION FOR MEMBERSHIP

DATE: _____

I, _____, hereby request membership in the Mississippi Association of Petroleum Landmen as an _____ Active _____ Associate Member, based upon the criteria established in Article IV of the By-laws of the MAPL, as stated below:

According to Article IV of the By-Laws of the MAPL, "Active Membership shall be open to an applicant operating in the Southern or Southeastern United States, whether employed or self employed, irrespective of compensation or title, who has been **directly, primarily and regularly engaged** for a period of **at least three (3) years** as a Professional Landman in the oil and gas industry....This shall include and be limited to an individual who is directly, primarily and regularly engaged in the acquisition, and/or supervision of oil, gas and/or other mineral leases, permits, licenses or other contracts, and titles relating to the exploration and development of such oil, gas and other natural resources, who is by training and classification a Professional Landman."

"Associate Membership shall be open to an applicant who has been **directly, primarily and regularly engaged** in performing services in the oil and gas industry."

I am currently employed by _____
and my business address is _____

My present title is _____ and I have served in this capacity for _____ year(s) in Mississippi and/or _____

I (am, am not) requesting reinstatement as a member. My last year of membership being _____

I (am, am not) a member of AAPL. Please circle any appropriate title: RLP CPL CPL/ESA

CAREFULLY READ THE "CODE OF ETHICS", as reprinted below, from the MAPL BY-LAWS:

**ARTICLE XIII
Code of Ethics**

The Code of Ethics shall be the basis of conduct, business principles and ideals for the members of the Mississippi Association of Petroleum Landmen; and it shall be understood that conduct of any member of the Association inconsistent with the provisions set forth in this Article shall be considered unethical and said individual's membership status shall be subject to the review and appropriate action of the Executive Committee. In the area of human endeavor involving trading under competitive conditions, ethical standards for fair and honest dealing can be made increasingly meaningful by an association organized and dedicated not only to the definition, maintenance and enforcement of such standards, but to the improvement and education of its members. Such is the objective of the Mississippi Association of Petroleum Landmen and such is its public trust.

1. It shall be the duty of the landman at all times to promote and, in a fair and honest manner, represent the industry to the public at large with the view of establishing and maintaining good will between the industry and the public. The landman, in his dealings with landowners and others outside the industry, shall conduct himself in a manner consistent with fairness and honesty, such as to maintain the respect of the public.
2. Competition shall be kept at a high level with careful adherence to established rules of honesty and courtesy. A landman shall not betray his employer's (or client's) trust by directly turning confidential information to personal gain. The landman shall exercise the utmost good faith and loyalty to his employer (or client) and shall not act adversely or engage in any enterprise in conflict with the interest of his employer (or client). The landman shall represent to others his area of expertise and shall not represent himself to be skilled in professional areas in which he is not professionally qualified.
3. It is the Mississippi Association of Petroleum Landmen's ("The Association") policy not to discriminate against any employee, member (Active or Associate), or applicant for membership because of race, age, sex, national origin or ancestry, marital status, veteran's status, or disability in accordance with applicable federal, state, and local law. If an employee, member, or applicant believes that he or she has been involved in any incident that was discriminatory, he or she should report the incident immediately to an officer of the Association.

I have read the By-Laws of the MAPL, and in particular the Code of Ethics as represented above, and agree to be governed by and adhere to these By-Laws and Code of Ethics.

Signed Name

Printed Name

Please complete all of the following information that you would like to appear in the directory:

MAILING ADDRESS:

_____ PHONE _____

_____ E-MAIL _____

Newsletter will be sent to member only by E-mail. The member's complete mailing address, E-mail address and telephone number, as specified above, will be included in the MAPL Oil Industry Directory.

SPONSORS

I am currently an Active member of the MAPL and I recommend the above applicant for membership in the Association. I understand that the Membership Committee of MAPL may request that I furnish additional information regarding the applicant.

s/ _____ I have known the Applicant for _____ year(s).

Printed name:

s/ _____ I have known the Applicant for _____ year(s).

Printed name:

SPONSORS WILL SIGN ON THE LINE INDICATED AND PRINT OR TYPE THEIR NAME UNDERNEATH.

PLEASE COMPLETE ALL OF THE INFORMATION REQUESTED, AND AFTER SIGNING AND HAVING TWO (**OR ONE MEMBER WHO IS ALSO A CPL**) ACTIVE MEMBERS OF THE ASSOCIATION SIGN AS SPONSORS. RETURN THE COMPLETED FORM **AND A RESUME OF WORK EXPERIENCE FOR NEW APPLICANTS**, TO:

SECRETARY OF MAPL
P. O. BOX 907
JACKSON, MS 39205

PLEASE REMIT A CHECK IN THE AMOUNT OF \$50.00 PAYABLE TO MAPL WHEN SUBMITTING THIS APPLICATION. THIS PAYMENT, UPON APPROVAL OF THE APPLICATION, WILL SERVE AS THE ANNUAL DUES FOR THE APPLICANT/NEW MEMBER FROM THE DATE OF APPROVAL UNTIL THE END OF THE THEN CURRENT MAPL PROGRAM/FISCAL YEAR. IF NOT APPROVED FOR MEMBERSHIP, SAID \$50.00 CHECK WILL BE RETURNED OR REFUNDED TO APPLICANT.



ANNUAL DUES NOTICE AND MEMBERSHIP RENEWAL

ANNUAL DUES NOTICE AND MEMBERSHIP RENEWAL

The Annual Dues are \$50.00 Please complete the form so that we can update our records. Please be certain that your contact information is correct

Date *

Name *

Prefix

First

Middle

Last

Suffix

Phone *

Active or Associate Member *

("Active" membership requires three (3) calendar years of land experience.)

Member of AAPL? *

Yes

No

Please select appropriate certification: *

None

RL

RPL

CPL

CPL/ESA

Address *

Street Address

Address Line 2

City

State / Province / Region

ZIP / Postal Code

Email *

Enter Email

Confirm Email

ARTICLE XIII

Code of Ethics

The Code of Ethics shall be the basis of conduct, business principles and ideals for the members of the Mississippi Association of Petroleum Landmen; and it shall be understood that conduct of any member of the Association inconsistent with the provisions set forth in this Article shall be considered unethical and said individual's membership status shall be subject to the review and appropriate action of the Executive Committee. In the area of human endeavor involving trading under competitive conditions, ethical standards for fair and honest dealing can be made increasingly meaningful by an association organized and dedicated not only to the definition, maintenance and enforcement of such standards, but to the improvement and education of its members. Such is the objective of the Mississippi Association of Petroleum Landmen and such is its public trust.

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I agree to be governed by the Code of Ethics and by-laws of the Mississippi Association of Petroleum Landmen. I hereby acknowledge that I have read and familiarized myself with the by-laws of the association.

I have read Article XIII - Code of Ethics *

Yes

Upcoming Events

There are no upcoming events at this time.

Useful Links

- [Bachelor Degree](#)
- [Active Members](#)
- [AAPL](#)
- [AAPL Events](#)
- [MS Oil & Gas Board](#)
- [MS Secretary of State](#)
- [MAPL Membership Application](#)

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