

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

PANEL REPORT

DATE: Monday, December 2, 1985 - CR #1

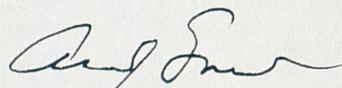
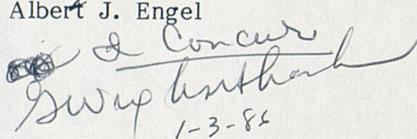
PANEL: JUDGES ENGEL, KEITH and UNTHANK

No. 85-5042 - In Re: Lake Mohawk Estates, Inc./Winchester, et al v. Steed
(W.D. Tennessee - Gibbons, J.)

Enclosed is a proposed per curiam, not for publication, which is being circulated in lieu of a panel report. It is called to the particular attention of Judges Keith and Unthank for their comments and suggestions.

AJE/jld
Enclosure

cc: All Judges
Mr. Eggemeier


Albert J. Engel

1-3-86

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

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DEC 6 1985

DAMON J. KEITH
Circuit Judge

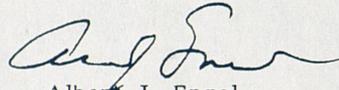
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Albert J. Engel

AJE/jld
Enclosure

cc: All Judges
Mr. Eggemeier

7-29-85

Dear
Concur
Unthank

cc Judge Unthank
& Concur
Gwyn Unthank
12-17-85

UNITED STATES COURT OF APPEALS

SIXTH CIRCUIT

MICHIGAN-OHIO-KENTUCKY-TENNESSEE

December 19, 1985

CHAMBERS OF
ALBERT J. ENGEL
640 FEDERAL BUILDING
GRAND RAPIDS, MICHIGAN 49503

Mr. John Hehman
Clerk of the Court
United States Court of Appeals
524 U.S.P.O. & Courthouse
Cincinnati, OH 45202

Re: Cases heard Monday - December 2, 1985 - CR #1

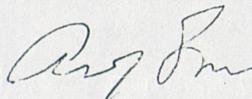
Dear Mr. Hehman:

Enclosed are three per curiams in the following cases which the panel agrees are not for publication:

1. No. 85-3187 - Jane Schulte v. Joan Schmetzer
2. No. 84-1877 - Almeida, et al v. Kindinger, et al
3. No. 85-5042 - In Re: Lake Mohawk Estates, Inc./
Winchester, et al v. Steed.

Judges Keith and Unthank have concurred.

Very truly yours,



Albert J. Engel

AJE/jld
Enclosures

cc: Judge Keith
Judge Unthank
Mr. Eggemeier

In the spring of 1979, a representative of Winchester met with Frank Steed and Darlys Steed, who were divorced, and agreed to perform legal services in the Chapter 7 liquidation proceedings involving Lake Mohawk Estates. The parties did not reduce their agreement to writing. The sole issue in this case is whether Darlys Steed was a party to the oral contract for Winchester's legal services. Darlys Steed was the sole shareholder, and Frank Steed was a creditor of Lake Mohawk Estates. The bankruptcy court held that Frank Steed and Winchester were the sole parties to the contract and the district court affirmed, stating that, "it is clear from the record that the decision was almost entirely dependent on the court's factual findings as to disputed evidence" and holding that the bankruptcy's court's findings were not clearly erroneous.

On appeal, Winchester contends that they were approached by and agreed to represent both Steeds, while Darlys Steed contends that Frank requested Winchester to "file several lawsuits on Darlys Faye Steed's behalf in order to protect his interest in the Corporation" and that Winchester represented Lake Mohawk. Winchester appears to first argue that Darlys Steed accepted its offer of legal services by remaining silent when she had a duty to reject the offer and by failing to object to bills for services tendered by Winchester. Winchester also appears to argue that Frank Steed acted as an agent for Darlys Steed in contracting for legal services.

It is apparent to the court that the issues raised first in the bankruptcy court and later before the district court and on appeal were essentially factual in nature. Appellants have not seen fit to furnish the court with any transcript of the testimony, but their basic contention appears to be that the testimony of Frank Steed, sometime husband of defendant Darlys Faye Steed, was inherently unreliable and that on that basis they are entitled to a finding that a contract of employment existed between them and Darlys Steed. We are not shown how the fact-finding processes of the bankruptcy court, nor the review thereof by the district court, were in any way deficient or why the findings resulting from those proceedings should not be upheld at this level.

No. 85-5042

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Accordingly, the judgment of the district court is AFFIRMED.