

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE

SOUTHERN DISTRICT OF GEORGIA  
Augusta Division

N RE:	)	Chapter 7 Case
	)	Number <u>88-10819</u>
THE COLONY PLACE COMPANY	)	
	)	FILED
Debtor	)	at 4 O'clock & 59 min. P.M.
		Date 9-15-89

ORDER

In response to a proposed compromise of claim of the debtor against Bankers First Federal Savings and Loan Association filed by James D. Walker, Jr., trustee in this Chapter 7 proceeding, a written objection was filed which according to the objection was filed by "The Colony Place Company, debtor herein, and Doris B. Harrison, Richard R. Bird, Annemarie S. Bird, James C. Harrison, III and Marie W. Harrison, the holders of three-fifths (3/5) of the outstanding voting shares of the debtor corporation." As it pertains to The Colony Place Company, the corporate entity, debtor in this Chapter 7 proceeding, the pleadings are not signed by an attorney for the debtor as required by Bankruptcy Rule 9011.<sup>1</sup> With reference to The Colony Place Company, the objection is stricken.

With reference to Doris B. Harrison, Richard R. Bird and Annemarie S. Bird the objection to the proposed compromise has been executed pro se in their individual capacities as shareholders of the debtor, The Colony Place Company. As parties in interest, they may proceed pro se with their objection.

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<sup>1</sup>By order of this court in this proceeding dated September 15, 1989 the application of J. Patrick Claiborne, attorney at law to withdraw as attorney for The Colony Place Company was granted.

James C. Harrison, III and Marie W. Harrison are attempting to appear and proceed through an attorney in fact, D. Landrum Harrison as shareholders of the debtor corporation. Pursuant to Bankruptcy Rule 9010 James C. Harrison, III and Marie W. Harrison may appear on their own behalf or by an attorney authorized to practice law in this court. Also, they are authorized to appear through an attorney in fact for the limited purposes of performing any act not constituting the practice law. An attorney in fact is generally defined as a private attorney authorized by another to act in his place and stead, either for some particular purpose, as to do a particular act or for the transaction of business in general, not of a legal character. (emphasis added) Black's Law Dictionary: attorney in fact (5th Edition 1979). By definition the practice of law constitutes the rendition of services requiring knowledge and application of legal principles and technique to serve the interests of another with his consent. Black's Law Dictionary: practice of law (5th Edition 1979).

In the present matter, Mr. D. Landrum Harrison has executed the objection styled "Objection to Second Proposed Compromise of Claims of the Debtor Against Bankers First Federal Savings and Loan Association" in his capacity as attorney in fact for James C. Harrison, III and Marie W. Harrison. Within this pleading, the attorney in fact alleges that "the agreement to compromise would constitute an unlawful investment by the trustee." The attorney in fact further asserts that "the property itself is presently involved in litigation in State Court and subject to a valid lis pendens." The attorney in fact also asserts that "the alleged claim (deficiency claim of Bankers First Federal Savings and Loan Association) is not allowable under Bankruptcy Code §502(b)(1) for the reason that it is unenforceable against the debtor under state and federal law. Georgia law makes confirmation of a foreclosure sale a prerequisite to seeking a deficiency against the debtor and no such confirmation has been obtained in this case. O.C.G.A. §44-14-161, et. seq. See, generally Weems v. McCloud 619 F.2d 1081 (5th Cir. 1980)." Each of the foregoing representations made by the attorney in fact in the objection

require knowledge and application of legal principles and technique and would require the attorney in fact to appear at hearing scheduled for September 18, 1989 to argue in favor of the objection. These required services by definition constitute the practice of law which services by definition are beyond the ability of an attorney in fact. The execution of this pleading by D. Landrum Harrison in his capacity as attorney in fact for James C. Harrison, III and Marie W. Harrison

is nothing more than an attempt by this individual not licensed to practice before this court to appear and plead on behalf of another as if he were an attorney.<sup>2</sup> D. Landrum Harrison's appearance in this matter as attorney in fact for James C. Harrison, III and Marie W. Harrison is stricken. James C. Harrison, III and Marie W. Harrison may appear pro se or through a licensed attorney.

JOHN S. DALIS  
UNITED STATES BANKRUPTCY JUDGE

Dated at Augusta, Georgia

this 15th day of September, 1989.

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<sup>2</sup>This is the third attempt by D. Landrum Harrison to file pleadings and appear in this and related proceedings in a representative capacity. See prior orders, In re: Colony Place, Debtor, James D. Walker, Jr., Trustee v. Landor Condominium Consultants Inc. et al, U.S.B.C. S.D. Ga. Augusta Div. Adv. Pro. #88-1083 (February 23, 1989), aff'd, U.S.D.C. S.D. Ga. Augusta Div. Civil Action XCV-189\_082 (August 14, 1989) and In re: Colony Place, Debtor U.S.B.C. S.D. Ga. Augusta Div., Chapter 7 Bankruptcy Case No. 88-10819 (Order dated September 15, 1989 striking objection to proposed compromise of claims of the debtor against Bankers First Federal Savings and Loan Association filed by Landor- Condominium Consultants, Inc. by D. Landrum Harrison, president.) Any additional attempt by D. Landrum Harrison to file pleadings and appear on behalf of another entity in this or any related proceeding in this court can only be construed as an act calculated to hinder or obstruct this court in the administration of justice and must be dealt with accordingly. See, 18 U.S.C. §401 and Bankruptcy Rule 9020.

