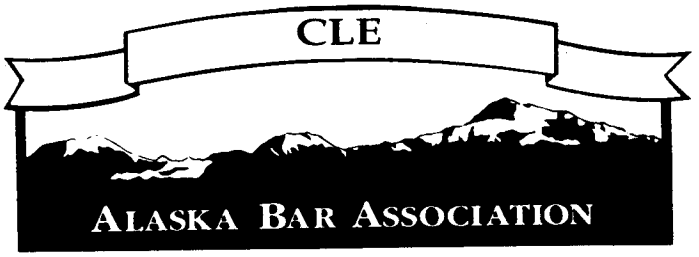
ALASKA BAR
ASSOCIATION



The Changing Landscape of Property Rights Between Domestic Partners

Friday, February 6, 1998
9:00 AM - 12:00 NOON
Hotel Captain Cook
Anchorage, Alaska

Sponsored by the Family Law Section

SUPPLEMENTAL MATERIALS

CLE #98-02 **2.75 CLE CREDITS**

P.O. Box 100279 • Anchorage, Alaska 99510-0279
907-272-7469 • Fax 907-272-2932

TABLE OF CONTENTS

Dykstra v. Jenks, No. 3AN 93-_____ Civil (Complaint) 2

Dykstra v. Jenks, No. 3AN-93-10769 Civil (Judgment) 5

Bliss v. Bliss, No. 3AN-92-5117 Civil (Findings of Fact) 8

Bliss v. Bliss, No. 3AN 92-5117 Civil (Answer & Counterclaim) 21

Above materials submitted by Allison Mendel.

G:\CLE\SEMINAR\1998\#02\2TOC.DOC

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

STARRA DYKSTRA,	)	
Plaintiff,	)	FYI
v.	)	
LOUISA JENKS,	)	
Defendant.	)	
	)	Case No. 3AN 93-_____ Civ

COMPLAINT FOR DISSOLUTION OF DOMESTIC PARTNERSHIP

COMES NOW the plaintiff, by and through her attorney, MENDEL & HUNTINGTON, Allison Mendel of counsel, and for her cause of action, alleges that:

1.

The plaintiff is a resident of the State of Alaska.

2.

The defendant is a resident of the State of Alaska.

3.

This Court has jurisdiction over this action pursuant to AS 22.10.020.

4.

Plaintiff and defendant have lived together as domestic partners since December 1977.

5.

In the course of their partnership, plaintiff and defendant acquired certain partnership assets, including but not limited to: real estate and personal property.

MENDEL & HUNTINGTON
ATTORNEYS AT LAW
845 "K" STREET
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 279-5001

6.

In the course of their partnership, plaintiff and defendant acquired certain partnership debts, including but not limited to mortgages.

7.

Plaintiff can no longer continue the partnership and desires to dissolve it, pursuant to AS 32.05.260.

FIRST CAUSE OF ACTION

8.

Plaintiff is entitled to a partnership accounting upon dissolution, pursuant to 32.05.350.

SECOND CAUSE OF ACTION

9.

Plaintiff is entitled to a dissolution and distribution of the partnership assets, pursuant to AS 32.05.270, .330.

WHEREFORE, the plaintiff prays:

1. That the Court order an accounting of the assets and debts of the partnership on dissolution;

2. That the Court distribute the assets and debts of the partnership between the partners;

3. For such other and further relief as the Court deems fit and proper.

MENDEL & HUNTINGTON
ATTORNEYS AT LAW
845 "K" STREET
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 279-5001

MENDEL & HUNTINGTON
Attorneys at Law

DATED: 11/24/93

By: Lynda Limon
for: Allison Mendel
Attorney for Plaintiff

MENDEL & HUNTINGTON
ATTORNEYS AT LAW
845 "K" STREET
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 279-5001

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

STARRA DYKSTRA,	)	
Plaintiff,	)	RECEIVED
vs.	)	MAR 30 1995
LOUISA JENKS,	)	Mendel and Huntington
Defendant.	)	
	)	No. 3AN-93-10769 CI

JUDGMENT

This court having considered the claims of the parties regarding two items of real property, a house located on Kenmore Drive in Anchorage, "the Kenmore property," and a cabin located at lot 40, Trapper Lake, "the cabin",

IT IS HEREBY ORDERED AND JUDGMENT IS ENTERED AS FOLLOWS:

The Kenmore property shall be the sole property of defendant Lou Jenks. In order to satisfy plaintiff Starra Dykstra's claims against the property, JUDGMENT IS HEREBY ENTERED against Lou Jenks and in favor of Starra Dykstra in the amount of $8,022.50. Post judgment interest shall run from the date of this judgment at the legal rate.

With regard to the cabin, defendant Lou Jenks shall have until Monday May 15, 1995 to inform plaintiff of her election to sell the cabin or keep it and pay off Ms. Dykstra's interest and this election shall be as follows:

A. Ms. Jenks may elect to sell the cabin. If she does this, she shall split the net proceeds of sale after all costs of sale with Ms. Dykstra, the equitable co-owner, on a 50/50 basis. At

Law Offices of
Barbara A. Norris
920 W. 6th Ave.
Anchorage, AK 99501
(907) 279-6621
FAX (907) 279-0199

the same time she may retain from Ms. Dykstra's share $4,979.00 as Ms. Dykstra's reimbursement to her for cabin expenditures. For example, if the net proceeds of sale were $30,000 then each party would initially be allotted $15,000. Ms. Jenks would retain $4,979.00 from Ms. Dykstra's share, so Ms. Jenks would receive $19,979.00 and Ms. Dykstra would receive $10,021.00. At the same time, if Ms. Jenks had not already paid the judgment owing to Ms. Dykstra of $8,022.50 plus interest for the Kenmore property, then this sum or any remaining part of it, will be paid to Ms. Dykstra out of Ms. Jenks share of the cabin sale. All of these payments will be made at the time of the sale.

If Ms. Jenks elects to sell the property she shall do so expeditiously. She shall obtain a current real estate agent's opinion of the market value of the property and she shall accept any viable offer at or above the realtor's estimate of the average market value.

Should the cabin be sold and the proceeds split, each party will be responsible for the capital gain on 50% of the net proceeds. Each party may claim 50% of the parties' joint land acquisition and cabin construction and other costs as basis.

B. Ms. Jenks may elect full title to the cabin and keep it, paying off Ms. Dykstra's interest netted against what Ms. Dykstra owes her for expenses. If Ms. Jenks takes this option then JUDGMENT SHALL BE ENTERED against her and in favor of Starra Dykstra in the amount of $9,348.00. Interest on this sum shall accrue from the date of Ms. Jenks' election, or from May 15, 1995 if she fails to make an election, at the legal rate.

Law Offices of
Barbara A. Norris
920 W. 6th Ave.
Anchorage, AK 99501
(907) 279-6621
FAX (907) 279-0199

06

Should Ms. Jenks fail to make an election as set out above by May 15, 1995 then it shall be assumed she elected option B above and execution upon the judgment may issue.

If Ms. Jenks retains the cabin and buys out plaintiff's interest as set out above, then Ms. Dykstra shall be responsible for capital gains on her half of the cabin as if she had sold it for one half of the appraised value of $32,250.00, i.e. $16,125.00. Ms. Dykstra may claim credit for one half of all costs the parties jointly contributed to basis. Ms. Jenks may claim a payment of $16,125.00 as part of her basis for the property and shall thereafter be responsible for capital gains on the property as a whole if she later sells it.

Judgment is FURTHER ENTERED pursuant to Civil Rule 82 in favor of defendant Lou Jenks against plaintiff Starra Dykstra for costs in the amount of $_____ and attorney's fees in the amount of $_____. This offsets the above judgment against Ms. Jenks of $8,022.50 resulting in a NET JUDGMENT in favor of Ms. Dykstra against Ms. Jenks for $_____ with interest accruing from today's date. LET EXECUTION ISSUE.

Dated this 29th day of March, 1995 at Anchorage, Alaska.

J M Woodward
Superior Court Judge

I hereby certify that a true copy of the foregoing document was mailed/hand delivered to Allison Mendel, 845 K Street, Anchorage, Alaska 99501, this 15 day of March, 1995.

By: _____
Barbara A. Norris

I certify that on 3-29-95 a copy of the above was mailed to each of the following at their addresses of record: Mendel Norris

Secretary/Deputy Clerk

07

Law Offices of
Barbara A. Norris
920 W. 6th Ave.
Anchorage, AK 99501
(907) 279-6621
FAX (907) 279-0199

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

RECEIVED
NOV 30 1993
BURR, PEASE & KURTZ

PATRICK JOHN BLISS, Plaintiff,	)	
vs.	)	
LAWANDA JO BLISS, Defendant.	)	Case No. 3AN-92-5117 Civil

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Introduction

On November 17-18, 1993, Plaintiff Patrick Bliss, represented by his counsel, Sandra K. Saville, Esq., and Defendant Lawanda Jo Bliss, represented by her attorney, Allison Mendel, Esq., tried their case before Superior Court Judge Larry D. Card, without jury. Numerous exhibits were introduced by both parties, and the depositions of Defendant, Lawanda Bliss, as well as her physician, Dr. Harold Johnston, were published and submitted to the Court for its review prior to its decision. The Court, after having heard the evidence, considered the testimony and exhibits presented, as well as arguments of the parties through their counsel, and having reviewed the file in the case, makes the following its Findings of Fact and Conclusions of Law:

Findings of Fact

1. That Plaintiff, age 75, and Defendant, age 61, are residents of the State of Alaska and have been in excess of six (6) months in the last six (6) years. Neither of the parties is incompetent, incapacitated, nor a member of the military services of the United States of America.

08

2. That the parties were married on April 30, 1991 in Anchorage, Alaska, and since that day have been husband and wife.

3. That the parties separated on or about June 12, 1992.

4. That no children have been born or adopted of this marriage, and defendant is not now pregnant.

5. That the parties have remained separated after their separation of June, 1992, and have remained so as of the start of the trial on November 17, 1993.

6. That there is an incompatibility of temperament between the parties, rendering the continuation of the marriage impossible, and requiring the granting of an absolute Decree of Divorce.

7. That the evidence submitted at trial indicated that Defendant had problems with her health in that she had a problem with her leg and her nerves, as well as an adult onset of asthma, which, in reading the medical report of the doctor submitted by stipulation of the parties in the deposition of Dr. Harold Johnston, he opined that her lung condition would improve if she quit smoking. See pages 48-49 of the deposition of Dr. Harold Johnston.

8. That the testimony of Mr. Bliss indicated that he had prostate cancer and would be receiving treatment.

9. That starting in July, 1980, Defendant Lawanda Bliss, known at that time as Lawanda Johnson, first went to the Ungalik mine with Patrick Bliss, Plaintiff herein.

10. That Mrs. Bliss had first met Mr. Bliss in November, 1979, and began to see him on a social basis.

11. That at the time Mrs. Bliss met Mr. Bliss, she was single and living with her daughter in an apartment in Anchorage, Alaska.

12. That when Mr. Bliss asked Mrs. Bliss to go to the mine with him in July, 1980, her job was to be the cook.

13. That at no time did Defendant and Plaintiff discuss the terms of Mrs. Bliss's working, but during her testimony, she indicated that she personally wanted to go to the mine area.

14. That the parties flew to the mine area, which was the only way one could get to the mine, known as Ungalik, located in the Unalakleet area of Alaska.

15. That the parties flew in Mr. Bliss's airplane, with him as the pilot, and at no expense to Mrs. Bliss.

16. That Mr. Bliss provided all the supplies, equipment, and a place for the parties to reside as well as a couple of other employees who worked on the caterpillars and the dredge at the mine.

17. That the testimony of both parties indicated that Lawanda Bliss slept in the main cookhouse with Patrick Bliss because she was afraid of bears.

18. That the testimony of Mrs. Bliss indicated that everything Patrick Bliss owned in 1980, he still owned as of the time of the trial and during their marriage. Moreover, the evidence showed that there had not been any appreciation in the

value of the property during the marriage.

19. That Defendant indicated that Plaintiff has not purchased anything of substantial value since July, 1980, when she first started going to the camp.

20. That Mrs. Bliss also indicated that in 1985 Mr. Bliss had purchased a 7,000 gallon gas tank, a 9,000 gas tank, and an 11,000 or 12,000 gallon gas tank, plus a used D8 caterpillar for use at the Ungalik mine. Apparently Mrs. Bliss did not consider these purchases to be substantial.

21. That the testimony of Mrs. Bliss indicates that she never at any time knew how to operate the caterpillars or the dredge, but that, in addition to cooking at the Ungalik mine, she also fished and canned fish, gathered wood, checked on the beaver dam on occasion (at least during one year), and assisted in any way that she could around the mine. Mr. Bliss also testified that he paid cooks before Mrs. Bliss in the same way that he paid her, that is, $700-$800 per month, and that he would provide for the cook's room and board.

22. That Defendant also testified, as did Plaintiff, that at no time did Mrs. Bliss contribute any money to the upkeep of the mining operation nor any of the expenses. In the event she had paid for something that was to go to the mine, both parties testified that Mrs. Bliss was reimbursed by Mr. Bliss for her expenditures by check. The exhibits indicating checks paid, as was testified to by both parties, support the statements of the parties.

23. That both parties testified that no significant amounts of gold were taken out of the mine since 1985.

24. That Defendant testified that she spent a great deal of her time living at Plaintiff's residence in Anchorage, but when pressed, was unable to state exactly how long she stayed, because she would either go to Texas after coming back from mining and take her earnings and visit her mother who was ill, or spend a great deal of time with her daughter in Anchorage.

25. That Mrs. Bliss testified that at times when Mr. Bliss was "drinking," she would come home, even if it was in the middle of the night. Mrs. Bliss's daughter, Ms. Rita Leann Oliver, corroborated and testified that her mother would often come home in the middle of the night, because there would be times when she would wake up and her mother would be back at her home.

26. That Mrs. Bliss's daughter also testified that she went to the mine camp with her mother one year, and observed her mother getting breakfast, making lunches, making breads, snacks, and getting dinner. In addition, she observed her mother checking on a beaver dam, and being up at 6:00 to 7:00 a.m. each day, and not being done with her chores until 8:00 or 9:00 each night.

27. That Ms. Oliver also testified that her mother had lived off and on for years with Mr. Bliss, and that Mrs. Bliss had some of her personal items over at his house.

28. That Defendant testified that when she went to Texas, she would stay six or eight weeks with her mother.

29. That mining would go on for five or six months of each year from the time she started going to the mine in July, 1980.

30. That Mrs. Bliss did not go to the mine in 1990, but did go in 1991 after they were married. During 1991, Mrs. Bliss did not receive any money for her work at the mine.

31. That the parties had no bank accounts together, nor the authority to write checks on each other's bank accounts at any time before, during, or after their marriage.

32. That the parties never purchased anything together with their respective monies during any of the years from 1980 through their separation on or about June 12, 1992.

33. That Mrs. Bliss personally paid for her own clothing and medical expenses, and it is inferred from the evidence submitted, that Mr. Bliss also paid for his own clothing and medical expenses.

34. That Mrs. Bliss never paid for any utilities or groceries at either Mr. Bliss's house or at the mine, but would buy him Christmas and birthday presents with her money.

35. That Mrs. Bliss testified that once a week or more during the mining season, she would "run the camp," which was disputed by Mr. Bliss. Defendant admitted that she could not operate the dredge, caterpillar, nor any other equipment, but would have the men do things due to the fact that Mr. Bliss was drinking to the point where he could not operate.

36. That Mrs. Bliss testified that she did not feel like she was treated as an employee, particularly since she and Mr. Bliss were living together at the camp.

37. That Defendant, as well as Plaintiff, testified that they owned their respective automobiles and paid their own automobile expenses before, during, and after the marriage.

38. That Mrs. Bliss also testified that even though she got money from Mr. Bliss for working at the mine at the end of each mining season, she did not know how he calculated it. Furthermore, she did not feel that she would have gotten money if she had not gone up to the mine to help in some way. As evidence of that fact, Mrs. Bliss did not go to the mine in 1990, and did not receive in any money in 1990 except for a $20 check that she said was reimbursement for something that she had purchased for Mr. Bliss.

39. That Mrs. Bliss had acquired skills as a hairdresser years prior to meeting Mr. Bliss, and had worked as a hairdresser, as indicated by the parties and the testimony of the parties.

40. That the parties had a "fight" in 1989, which caused Mrs. Bliss to go to work for a hairdresser called "Chicago Hair Design" in 1990, which she worked for nine (9) months, and during such time, she did not live at all with Patrick Bliss.

41. Defendant further testified that she did not live with Plaintiff again until after they got married on April 30, 1991.

42. That Defendant testified that she had personal items in Plaintiff's house, in the closets and drawers, which the Court

infers to be some of her personal effects and clothing items.

43. That at no time could Defendant, Lawanda Bliss, hire or fire employees at the mine, sign contracts, or write checks, and at no time was there any paperwork or oral representation indicating that she was a partner, or that she had an interest as a partner. Lawanda Bliss did testify that Mr. Bliss told her at one time that she was his partner and that they were going to be married. Mrs. Bliss further testified that she overheard Mr. Bliss telling another person that she was his partner, but the other person was not called as a witness, and no reasons were given for not calling the person to substantiate her claim.

The Court does not find Mrs. Bliss's testimony to be credible in that she was very unsure of the facts supporting her allegations in the nature of the partnership, or even in the amount of time she stayed with Mr. Bliss over the years. Moreover, she was unclear on any representations made by Mr. Bliss other than "we were partners and going to get married." I have heard the testimony of the witness and observed her demeanor, and do not find her to be credible in her representation of the exact nature of the relationship, and that it had arisen to a business relationship, which would constitute a partnership, as described in AS 32.05.010, et. seq. Further evidence of the lack of facts which would support a business partnership is present in Mrs. Bliss's deposition taken on August 11, 1993, during which time she constantly referred to the parties getting married when asked about her relationship with Mr. Bliss. See Deposition of Lawanda Bliss, page 37, lines 2-3.

See also, page 40, lines 9-11, which reads as follows:

> Q. Well, -- and let's go back. Did Mr. Bliss ever tell you half of all this is yours, or some part of all this is yours?
>
> A. No, he told me that we were partners and that we were going to get married, and that's ...."

44. That even though Mrs. Bliss had alleged the existence of a partnership based on the representations of Mr. Bliss, she was unable to clearly define and state how the partnership was to operate, what interests, if any, she would have in any holdings that he had prior to their business relationship in July, 1980, and what she would expect to receive as her partnership interest.

45. Wood v. Collins, 812 P.2d 951 (Alaska 1991) cited by Defendant in her trial brief does not assist the Court in determining what, if any, partnership interest may have been owned by Mrs. Bliss in her relationship with Mr. Bliss over the period of years that she had "sometimes" lived with him while still maintaining a residence with her daughter.

46. That a review of the facts does not support the Court making a finding that there was either an express or implied contract between the parties regarding Mr. Bliss's substantial holdings prior to their relationship.

47. That under the provisions of AS 32.05.020, which outlines the rules for determining the existence of a partnership, and cases cited thereunder, the monies paid to Mrs. Bliss were more in the nature of wages than those of a partnership share

based on the production of the mine at Ungalik owned by Mr. Bliss. See AS 32.05.020(4)(B).

48. That Defendant testified that in addition to cooking, gardening, and canning salmon, she also kept time records for the two men who were laborers at the mine. Mrs. Bliss's deposition, page 60, indicated that she would check the gold prices on the radio and write it down to keep Mr. Bliss informed of the values. Other than that, she indicated that she did not have anything to do with the paperwork required in the mining business.

49. That the parties at no time from July, 1980 through June, 1992 upon separation, commingled any assets before, during, or after the marriage.

50. That all assets that Mr. Bliss owned, he owned prior to meeting Mrs. Bliss in 1979, and continued to own them through the 1980s and even through the marriage, without any transfer of property interests or any commingling of personal assets. of the parties.

51. That Mrs. Bliss received the following from Mr. Bliss for years of work at the mine: $3,700 in 1981, $4,000 in 1982, $3,000 in 1983, $3,000 in 1984, $2,400 in 1985, $2,700 in 1986, $5,000 in 1987, $1,000 in 1988, and $1,780 in 1989. Mrs. Bliss did not go to the mine in 1990, and so received no money, Mrs. Bliss went to the mine in 1991 after marrying Mr. Bliss, but did not receive any money from Mr. Bliss for 1991.

The testimony of the parties indicated that none of the money was claimed as income on tax returns filed by Mrs. Bliss. Mr. Bliss testified that she did not want a W-2 or 1099 (Miscellaneous Income) form filed, or any taxes taken out. Mrs. Bliss said during her testimony that she never asked Mr. Bliss not to take any taxes out or not give her a W-2 or 1099 form. Since Mrs. Bliss has never filed an amended return for any of the years, nor did she ever file income tax forms indicating the money that she had received from mining, I find Mr. Bliss more credible in this regard.

52. That unlike the parties in Murry v. Murry, 788 P.2d 47 (Alaska 1990), there is absolutely no evidence of any property jointly acquired during coverture, nor any commingling of assets, even if the Court considers the parties' entire relationship.

53. That there is also no evidence of any property acquired during coverture for the Court to direct "in a manner which is just." See Carlson v. Carlson, 722 P.2d 222, 223-24 (Alaska 1986), citing Wanberg v. Wanberg, 664 P.2d 568, 570 (Alaska 1983). The parties remained in the same relationship after marriage that they had before marriage.

54. That based on the previous findings indicating that the only property in this case is separate as opposed to marital, the Court determines that the marriage was of short duration, and the parties did not do anything to change their relative positions, except that Mrs. Bliss worked at Mr. Bliss's mine in 1991 and received no compensation, seemingly only because they

were married, as was indicated by her testimony.

55. That the Court determines that it is fair and equitable for Mrs. Bliss to receive some compensation for her work at the mine in 1991 and to invade Mr. Bliss's separate assets in order to compensate Mrs. Bliss, and the Court determines the compensation by looking at the amounts that Mrs. Bliss received in her various years of working at the mine.

Conclusions of Law

1. That this Court has jurisdiction over the parties and subject matter involved in this case.

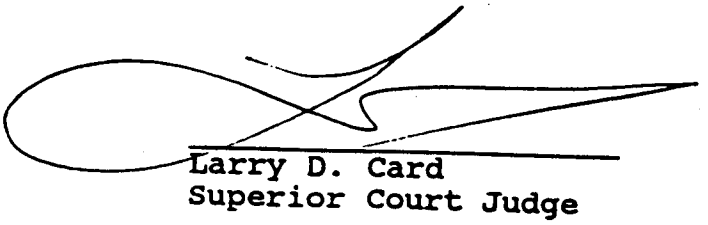
2. That no property was acquired by the parties during coverture, and there is no marital property for the Court to divide between the parties.

3. That equity requires that the Court invade plaintiff's separate property worth in excess of $900,000, and the Court hereby awards Defendant $5,000 as an equitable award of Mr. Bliss's premarital estate to balance the equities in this case between the parties and in consideration of the short period of the parties' marriage. Otherwise, the parties are awarded their separate property.

4. That the parties are entitled to an absolute decree of divorce, forever dissolving the bonds of matrimony heretofore existing between Plaintiff and Defendant.

5. That the facts do not support the existence of a partnership between the parties as it is defined in AS 32.05.010, et. seq., nor any of the cases cited thereunder.

DATED this 23rd day of November, 1993, at Anchorage, Alaska.



Larry D. Card
Superior Court Judge

I certify that on the 29th day of November, 1993, a true and correct copy of the foregoing document was mailed to the attorneys listed below at their addresses of record.

Sandra Saville, Esq.
Allison Mendel, Esq.

Kathy L. Hamrick
Kathy L. Hamrick
Secretary/Deputy Clerk

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

PATRICK JOHN BLISS, Plaintiff, v. LAWANDA JO BLISS, Defendant.	Case No. 3AN 92-5117 CIV **ANSWER AND COUNTERCLAIM**

FYI

COMES NOW the defendant, Lawanda Jo Bliss, by and through counsel Allison E. Mendel of Mendel & Huntington, and as her response to the plaintiff's complaint, alleges as follows:

MENDEL & HUNTINGTON
ATTORNEYS AT LAW
711 "M" STREET, SUITE 4
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 279-5001

ANSWER

1.

Admits the allegations in paragraph 1, 2, 3, 6.

2.

Denies the allegations in paragraphs 4, 5, 7 and 8.

COUNTERCLAIM

As her counterclaim, the defendant further alleges that:

21

MENDEL & HUNTINGTON
ATTORNEYS AT LAW
711 "M" STREET, SUITE 4
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 279-5001

FIRST CAUSE OF ACTION

(DIVORCE)

1.

There are property rights to be adjudicated by this Court, including but not limited to defendant's interest as a partner in a gold mine outside of Unalakleet.

2.

Defendant requests rehabilitative support from plaintiff in the amount of $1,000 per month for a period of seven years.

3.

There exists an incompatibility of temperament between the parties, such that it has become impossible for them to live together as husband and wife.

SECOND CAUSE OF ACTION

(WITHHOLDING OF PARTNERSHIP INTERESTS)

4.

Defendant realleges and incorporates by reference the allegations contained in paragraphs 1 through 3 above.

5.

Commencing in or around 1980, the parties entered into an arrangement where Lawanda (Johnson) Bliss and Patrick Bliss put their efforts and energies into the operation of a gold mine located near Unalakleet, Alaska.

6.

Revenues and profits from the operation of the gold mine were comingled with the finances of Patrick and Lawanda Bliss, and Patrick Bliss received direct financial benefit from the operation of the gold mine. Lawanda Bliss was not compensated for her contributions to the gold mine operation.

7.

The business relationship of Patrick Bliss and Lawanda Bliss constituted a business partnership. AS 32.05.020.

8.

Lawanda Bliss made extensive contributions to the partnership through her efforts and energies expended on behalf of the gold mine.

9.

The partnership has failed to repay Lawanda Bliss for her extensive contributions to the partnership. AS 32.05.130.

MENDEL & HUNTINGTON
ATTORNEYS AT LAW
711 "M" STREET, SUITE 4
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 279-5001

10.

The partnership assets include certain items of property, including but limited to: land near Unalakleet, Alaska; a gold dredge; gold mining equipment; and heavy equipment.

11.

Lawanda Bliss has a tenancy in partnership interest in all partnership assets. AS 32.05.200.

12.

During the course of the partnership, Patrick Bliss denied Lawanda Bliss her share of partnership profits, proceeds and assets. AS 32.05.200; AS 32.05.210.

13.

Lawanda Bliss is entitled to her share of the partnership profits, proceeds and assets.

THIRD CAUSE OF ACTION

(Partnership Accounting)

14.

Defendant realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 14 above.

MENDEL & HUNTINGTON
ATTORNEYS AT LAW
711 "M" STREET, SUITE 4
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 279-5001

15.

The business partnership between Lawanda Bliss and Patrick Bliss dissolved upon the separation of the parties.

16.

Following dissolution of the partnership, Patrick Bliss retained control of the partnership profits, proceeds and assets.

17.

Lawanda Bliss is entitled to an accounting of the partnership profits, proceeds and assets. AS 32.05.380.

WHEREFORE, the defendant prays:

1. That the bonds of matrimony now existing between the plaintiff and defendant be dissolved and that the defendant be awarded a decree of divorce.

2. That the property of the parties be divided in a just and equitable manner.

3. That plaintiff be ordered to pay rehabilitative support in the amount of $1,000 per month for a period of seven years.

4. That plaintiff be responsible for defendant's attorney's fees.

5. Award Defendant judgment against the Plaintiff in an amount in excess of $100,000, through the transfer of partnership assets and liquidated damages, as recovery for Defendant's interest in the business partnership.

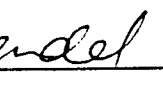
MENDEL & HUNTINGTON
ATTORNEYS AT LAW
711 "M" STREET, SUITE 4
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 279-5001

6. Order Plaintiff to provide a full accounting of the partnership.

9. For such other and further relief as the Court deems fit and proper.

MENDEL & HUNTINGTON

DATE 7-1-92



ALLISON E. MENDEL
Attorney for Defendant

MENDEL & HUNTINGTON
ATTORNEYS AT LAW
711 "M" STREET, SUITE 4
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 279-5001

MENDEL & HUNTINGTON
ATTORNEYS AT LAW
711 "M" STREET, SUITE 4
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 279-5001

****

VERIFICATION

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

I, Lawanda Jo Bliss, affirm and oath that the above Answer and Counterclaim is true to the best of my present understanding and belief as to the law and fact.

Lawanda Jo Bliss
LAWANDA JO BLISS

SUBSCRIBED AND SWORN to before me this 1st day of ~~June~~ July, 1992, at Anchorage, Alaska.

Terri Hoyd
Notary Public in and for Alaska
My commission expires: 1-29-96

CERTIFICATE OF SERVICE
The undersigned hereby certifies that on the 1 day of July 1992 a true and correct copy of Answer and Counterclaim was served by mail on the following:
P. Bliss
By: Shelley Wright