

U.S. BANKRUPTCY COURT  
District of South Carolina

Case Number: 08-07018

ORDER DISMISSING CASE

The relief set forth on the following pages, for a total of 13 pages including this page, is hereby ORDERED.

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**FILED BY THE COURT**  
**02/05/2009**



Entered: 02/05/2009

US Bankruptcy Court Judge  
District of South Carolina

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

C/A No. 08-07018-hb

Geary Thomas Dooly and  
Eleanor S. Dooly,

Chapter 13

**ORDER DISMISSING CASE**

Debtor(s).

This matter came before the Court on Geary Thomas Dooly's Motion for Power of Attorney, the Chapter 13 Trustee's Motion to Dismiss and for hearing on confirmation of the plan and objections thereto. After reviewing the arguments, the evidence and the record, the Court finds as follows:

**FINDINGS OF FACT**

On November 3, 2008, Mr. Dooly filed a pro se Chapter 13 petition for himself and his wife, Eleanor S. Dooly. The signatures on the petition appear as follows:

Signature(s) of Debtor(s) (Individual/Joint)	
I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).	
I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.	
X	Geary-Thomas:Dooly <u>Geary-Thomas Dooly</u> Signature of Debtor
X	Eleanor-S:Dooly <u>Eleanor S. Dooly</u> Signature of Joint Debtor
[Redacted]	
Telephone Number (if not represented by attorney) [Redacted]	
Date <u>Nov 2, 2008</u>	

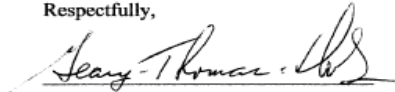
On November 7, 2008, the Debtors filed a Certificate of Credit Counseling which indicated that Eleanor S. Dooly had completed that requirement via internet and telephone on November 5, 2008. Since the filing of the case, Mrs. Dooly has not

appeared before the court at any time and did not appear for her initial first meeting of creditors scheduled for December 18, 2008, nor any continued meeting of creditors. On November 25, 2008, Mr. Dooly filed a Motion to Appear for Eleanor S. Dooly as Power of Attorney:

I, Geary-Thomas: Dooly, hereby state that my wife, Eleanor S. Dooly suffers severely from dementia / Alzheimer's disease and that in my humble and honest opinion she would be totally disorientated at any and all hearings, including the Meeting of Creditors. Furthermore, her condition is part of the reason we got into this financial difficulty wherein she had to quit actively working as a Nurse which meant no Health Insurance except to purchase at high rates, and loss of her income. Her condition is such that short term memory is nearly gone, and she would forget Why are we here? every 3 minutes. For example, she will ask what day of the week it is several times per day.

Therefore, I respectfully move that the Court allow me to answer any questions in reference to my wife, AND that she NOT be required to attend meetings and Court Hearings as relates to this action.

Respectfully,

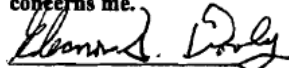


Geary-Thomas:Dooly  
November 23, 2008

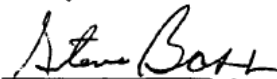
The brief "Power of Attorney" attached to the Motion is as follows:

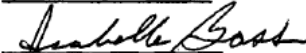
#### POWER OF ATTORNEY

I, Eleanor Sanders Dooly, SS # [REDACTED] do hereby grant Geary Thomas Dooly, SS # [REDACTED] full and complete power of attorney over any and all matters as concerns me.

  
Eleanor S. Dooly

Date: March 11, 2008

Witness: 

Witness: 

On December 11, 2008, a hearing was held on that Motion. Mr. Dooly was informed that the Power of Attorney filed with the Motion may be insufficient in scope to allow him to file a bankruptcy petition on his wife's behalf, and also that she would have to appear at a 341 meeting unless he could provide proof of her inability to do so. The Trustee suggested that Mr. Dooly provide a statement from Mrs. Dooly's treating physician regarding the length and extent of Mrs. Dooly's incapacity and how it would

prevent her from participating in the bankruptcy process. Mr. Dooly responded that he would not be able to comply with such a request. The court found the evidence supporting Mr. Dooly's alleged Motion was insufficient at that time and entered an order denying the Motion to appear on his wife's behalf without prejudice.

On December 22, 2008, Mr. Dooly filed his second request titled "Motion for Power of Attorney," but failed to attach the new Power of Attorney. On January 6, 2009, the motion was amended to include the attachment. The document filed was a notarized and more thorough General Durable Power of Attorney allegedly executed by Mrs. Dooly on December 12, 2008. The accompanying Motion stated as follows:

**In view of the fact that a previously submitted Power of Attorney was very brief and not professionally prepared wherein my wife, Eleanor-S.: Dooly gave me, Geary-Thomas: Dooly, Power of Attorney , the attached Exhibit "A" is presented for consideration. The specific reason for this is that my wife has severe short term memory and simply could not deal with the stress of being in court, and being asked questions wherein she may very well know the answer but could not recall it at the moment. The humiliation would be too great for her to bear, and I would not submit her to such treatment after 43 years of happy marriage. She has never been declared incompetent, and I see no reason to demand that she be exposed to the humiliation of seeing a Doctor for the purpose of determining same. She functions quiet well in familiar, and common environments.**

**THEREFORE, I motion the Court to order this Power of Attorney as presented in Exhibit "A" to be accepted as adequate and sufficient such that I, Geary-Thomas: Dooly, may serve as her Power of Attorney on all matters as relates to this case.**

The court then scheduled a hearing on the matter for January 15, 2009. At that hearing, the Trustee and court again informed Mr. Dooly of the need for third-party verification of Mrs. Dooly's alleged inability to participate in her bankruptcy proceeding. The court continued that hearing until January 29, 2009, suggesting that if Mrs. Dooly was not under a doctor's care, that Mr. Dooly may wish to bring a family member, neighbor or friend to testify about their observations of Mrs. Dooly's condition, her capacity to make decisions and whether or not she would be able to appear at her 341 meeting for examination. Mr. Dooly was also instructed by the court and the Trustee of

his duty to make plan payments to the Trustee and to cure any deficiencies in his plan and filings.

Thereafter on January 16, 2009, the Trustee filed an Objection to Confirmation and Motion to Dismiss Case pursuant to 11 U.S.C. §§ 1307(c), 1321, 1322, 1325, and 1326. Mr. Dooly subsequently filed a document titled "Notice of Full Tender of Payment to All Creditors and Motion to Dismiss Case." Although it is lengthy, the best way to describe this pleading is to set it out fully below (with personal information redacted):

**Page 1 of Pleading**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

<b>IN RE:</b>	)	<b>CASE NUMBER 08-07018-hb</b>
	)	
<b>Geary Thomas Dooly</b>	)	<b>CHAPTER 13</b>
<b>Eleanor S. Dooly</b>	)	
	)	
<b>Debtors</b>	)	

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**NOTICE OF FULL TENDER OF PAYMENT TO ALL CREDITORS  
AND MOTION TO DISMISS CASE**

You will please take notice that on this date full and complete payment for all creditor debt and associated expenses was delivered this date to the Trustee, Gretchen D. Holland at 301 North Main Street, Suite 1904 Greenville, South Carolina 29601 in this Chapter 13 Case Number 08-07018-hb. A total of \$917,000 tender via Bonded Promissory Note Number [REDACTED] with a copy mailed to US Bankruptcy Court, Columbia, South Carolina via Registered Mail [REDACTED]. These funds are to be distributed to each and every Creditor listed in this instant Case, BOTH Secured and UNsecured as suggested as follows:

1. Wells Fargo Bank, N.A. \$ 185,000 which includes all expenses, cost and fees.
2. CITI Residential Lending \$ 210,000 which includes all expenses, cost and fees.
3. Washington Mutual \$ 60,000 which includes all expenses, cost and fees.
4. Select Portfolio Services, Inc. \$ 96,000 which includes all expenses, cost and fees.
5. Saxon Mortgage \$ 76,000 which includes all expenses, cost and fees.
6. Chase Home Finance 6602 \$ 140,000 which includes all expenses, cost and fees.
7. Chase Home Finance 6613 \$ 140,000 which includes all expenses, cost and fees.
8. Floyd Cemeteries \$ 6,000 which includes all expenses, cost and fees.
9. C.B.A. (Unsecured) \$ 4,000 which includes all expenses, cost and fees.

These amounts have been calculated to be generous in that all costs, expenses, and fees are paid in full. This may necessitate an overage from one creditor to be utilized to pay an unforeseen cost or fee of another creditor as will be decided by the Trustee.

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## Page 2 of Pleading

Please take notice that copies of the Bonded Promissory Note (Exhibit A), Letter of Explanation (Exhibit B), Certificate of Service, and this action was mailed to the US Bankruptcy Court, and all nine creditors listed above.

THEREFORE, I, Geary-Thomas: Dooly motion that the court:  
1. Instruct that this Presentment of Full Payment be processed promptly according to the Letter of Explanation (Exhibit B), and

2. Dismiss this Case upon completion of the processing of payment.

Respectfully submitted, January 21, 2009.

*Geary-Thomas: Dooly*

Geary-Thomas: Dooly

## Page 3 of Pleading

Case 08-07018-hb Doc 66 Filed 01/22/09 Entered 01/22/09 15:38:57 Desc Main Document Page 3

NEGOTIABLE		BONDED PROMISSORY NOTE		Ref. Offset Bond No. [REDACTED] NEGOTIABLE	
Bonded Promissory Note Number: [REDACTED]		USPS Tracking # [REDACTED]		Date: January 21, 2009	
Pay to the Order of <u>Gretchen D. Holland, Chapter 13 Trustee</u>		NINE HUNDRED SEVENTEEN THOUSAND and 00/100 dollars		-- \$917,000.00	
MEMO: This Note shall be applied as Full Payment and Satisfaction on behalf of <u>GEARY THOMAS DOOLY, CESTUI QUE TRUSTS</u> SSN# [REDACTED] and shall be ledgered against Offset Bond # [REDACTED], USPS Tracking Number [REDACTED] for the settlement and payment of <u>ALL Claims of Chapter 13 Case Number 08-07018-hb via the Trustee herein named</u> for the Full Value of said account including costs and fees and the Immediate Release and Discharge of said Party from all related Liabilities, Contracts, Accounts, and Obligations deriving therefrom. Ledger all Fees associated with these transactions against the Offset Bond # [REDACTED], USPS Tracking Number [REDACTED]					
This instrument is a BONDED PROMISSORY NOTE tendered by the Undersigned, geary-thomas: [dooly], hereinafter "Maker," in good faith, and in accordance with law, as full satisfaction of a debt owed in favor of Creditors via Payee herein,					
On this 21st day of January 21, 2009, I, geary-thomas: [dooly], by this negotiable instrument promise to Pay to Payee \$917,000.00 USD. Payable on demand upon presentment of this original instrument properly endorsed on or after the date of this instrument. This statement constitutes Maker's promise for paying this instrument upon Presentment.					
As an operation of law, Payee tacitly consents and agrees that there is accord and satisfaction by use of this instrument for satisfying Creditors claims via Payee and geary-thomas: [dooly] is hereby discharged from liability on these accounts and the obligations are suspended.					
<b>Issue Date: January 21, 2009</b>					
<b>Present to the Federal Window for Payment against</b>					
Offset Bond No: # [REDACTED]		geary-thomas: [dooly] 690 Zion Hill Road Spartanburg, South Carolina [29307]			
USPS Tracking No. [REDACTED]					
Indemnity Bond No: [REDACTED]					
USPS Tracking No. [REDACTED]					
Private Offset Account Number [REDACTED]		geary-thomas: [dooly], "As good as Aval"			
Bond No. [REDACTED]		Witness _____			
Fed. Routing Number		Witness _____			
1000 Peachtree Street, N.E.					
Atlanta, GA. 30309-4470 (404) 498-8500					
Bank Authorized TTL Agent/Bailee indorse below. Print name and official title when presenting this Instrument for payment Government-issued ID with photograph required, i.e. only the following types of ID accepted: state-issued Drivers License; state-issued Identification Card; Passport.					
Printed Name of Endorser _____		Form of Photo Identification _____			
Official Title of Endorser _____		Form of Official Identification _____			
Date of Presentment and Endorsement _____		Signature of Endorser _____			

**-LETTER OF EXPLANATION-**

*IMPORTANT BANK AND TREASURY ROUTING INSTRUCTIONS - REQUIRES SPECIAL HANDLING*

**NOT TO BE PRESENTED FOR COLLECTION - PROCESS AS A CHECK**

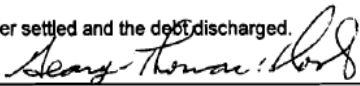
Re: **Processing of "Bonded Promissory Note # [REDACTED]"**  
**Gretchen D. Holland, Chapter 13 Trustee**  
**301 North Main Street, Suite 1904**  
**Greenville, South Carolina 29601**

On behalf of the Payee, I am tendering the attached "Bonded Promissory Note # [REDACTED]", the processing of which will discharge the entire debt listed and claimed by creditors in case Number **08-07018-hb**. The enclosed Negotiable Instrument is presented under authority of Public Law Chap. 48, 48 Stat. 112, UCC 3-104, *Spencer v. Sterling Bank*, 63 Cal Ap. 4<sup>th</sup> 1055 (1998), *Guaranty Trust Co. of New York v. Henwood et al*, 307 U.S. 247 (FN3), and *Witkin Negotiable Instruments*, Vol III (including 2002 Supplement) on the Undersigned's Offset Bond. Following are the steps required by Regulation to settle this account.

***This is not a Treasury Security, nor involving a Treasury/Direct Bond Account, nor is this instrument to be processed through the Bureau of Public Debt, nor is this instrument to be applied toward the national debt. These are Certified Funds.***

1. The Negotiable Instrument # [REDACTED] is in accordance with UCC-3-104 and complies with the terms of the original agreements. The following process must be followed to the letter in order to have satisfied the claimed amount due on the claims and discharge of the debt.
2. My Offset Bond has been established with the Department of the Treasury and may only be accessed with my approval through the bank account of the Payee herein.
3. The original Negotiable Instrument is certified and must be presented by Payee's financial institution's TTL Department.
4. The Item Processor at Payee's financial institution, with full identification and Bailee (Authorized TTL Agent) signature, is to present the original Negotiable Instrument.
5. Payee's financial institution is to put a hold on Payee's deposit, retain the document copies and await the Return Receipt Card from the Federal Window, noting the date the original Negotiable Instrument was received at the Federal Window in accordance with Public and Banking Policy. For out of state transactions, the UCC and Banking Regulations stipulate fifteen (15) days.
6. The copy of the Negotiable Instrument is to be held at the financial institution until the required period for the Federal Window, Regulation J and Federal Reserve, Reg. Z-Truth in Lending, 12 USC226.1 et seq., the Order/Property has passed. On the 16<sup>th</sup> day, the full-face amount of the Negotiable Instrument is to be released by the local financial institution's TTL Department and credit the Payee's account for discharge of the debt/claim.
7. To ensure that Payee's financial institution receives full credit to their TTL account, Payee's financial institution is to take the retained copies of this Letter of Explanation, the copy of the original "Bonded Promissory Note # [REDACTED]" and enclose these documents with the institution's next remittance of estimated taxes to the Internal Revenue Service. **Before enclosing these documents with the remittance, the institution's Bailee (Authorized TTL Agent) must endorse the copy of the original "Bonded Promissory Note # [REDACTED]" on the lower front side of the instrument.**
8. If the Secretary of the Treasury sends notice in writing of some error or problem, please notify the Undersigned immediately upon receipt of such Notice and the matter will be addressed/resolved. You will be notified of the corrective action taken. I hereby request that you notify the Undersigned when the required time period for the Federal Window and the Federal Reserve under Regulation J and Z have transpired, the ledgering completed and the account adjusted by Payee's financial institution.
9. As an alternative, you may forward an adjusted Statement of Account from each creditor reflecting the credit so it is received no later than twenty (20) days from receipt of this presentment to: Geary-Thomas: Dooly c/o 690 Zion Hill Road Spartanburg, South Carolina state near (29307)

Thank you for your cooperation in getting this matter settled and the debt discharged.

  
**By: Geary-Thomas: Dooly, Authorized Representative for**  
**GEARY THOMAS DOOLY**

**Page 5 of Pleading**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

<b>IN RE:</b>	)	<b>CASE NUMBER 08-07018-hb</b>
	)	
<b>Geary Thomas Dooly</b>	)	<b>CHAPTER 13</b>
<b>Eleanor S. Dooly</b>	)	
	)	
<b>Debtors</b>	)	

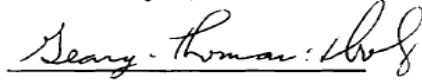
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**CERTIFICATE OF SERVICE**

**I, Geary-Thomas: Dooly, herby certify that on the date hereon, I mailed a copy of NOTICE OF FULL TENDER OF PAYMENT TO ALL CREDITORS AND MOTION TO DISMISS CASE, and any associated copies, and attachments via United States Postal Service, properly addressed and properly stamped to:**

- 1. All nine (9) Creditors as identified in above action,**
- 2. The US Bankruptcy Court in Columbia, SC, and**
- 3. To Gretchen D. Holland, Chapter 13 Trustee**

**Date: January 21, 2009.**



**Geary-Thomas: Dooly**

**End of Pleading**

Previously on November 18, 2008, Mr. Dooly had filed the applicable form plan for this district in an attempt to fulfill the obligations of 11 U.S.C. § 1321, but did not fill in the terms of the plan. Rather, he wrote the words “see attachment” thereon and attached a copy of a document similar to the above pleading. It was not clear from that filing that any amount was to be paid to the Trustee from the Debtors’ excess monthly income as required by 11 U.S.C. § 1322(a)(1) nor specifically what amount, if any, the Trustee was to pay to any individual creditor on a periodic basis. The Debtors did not commence making any payment to the Trustee within thirty days of the filing date as required by 11 U.S.C. § 1326(a)(1).

The court issued an order granting relief from stay to mortgage creditor Saxon Mortgage regarding property located at 421 Brawley Street, Spartanburg, SC, on January 22, 2009, after the notice to the Debtors and parties in interest and without opposition.



The hearing on the Trustee's Objection to confirmation, the objections of various other creditors<sup>1</sup> and the Trustee's Motion to Dismiss was scheduled for January 29, 2009, along with Mr. Dooly's continued hearing regarding his second Motion for Power of Attorney. Mr. Dooly and the Trustee appeared at the hearing, as well as several creditors. Mr. Dooly stated that he would not provide any new evidence in support of his Motion for Power of Attorney, and acknowledged that such inaction might result in dismissal of Mrs. Dooly as a debtor.

The Trustee's Motion to Dismiss alleged the following deficiencies and grounds for dismissal:

2. The debtors have failed to file sufficient paperwork with the Bankruptcy Court for the Chapter 13 Trustee to administer the bankruptcy case. Specifically, the problems that must be resolved and information that must be provided include the following items:
  - a. Must properly complete form plan as required by Local Rule 3015-1;
  - b. Must resolve Objection to Confirmation filed by Saxon Mortgage;
  - c. Must resolve Objection to Confirmation filed by Select Portfolio Servicing;
  - d. Must resolve Objection to Confirmation filed by Chase Home Finance;
  - e. Secured mortgage creditors must be treated in the plan as to any prepetition arrearage amounts, and although the Debtors allege all payments are current, the creditors' pleadings and claims do not support that assertion;
  - f. Need amended Schedule C to claim correct exemptions and exemption amounts under South Carolina Code of Laws;
  - g. Need explanation for "disputed" claims on Schedule D;
  - h. Need amended Schedule(s) D, E, or F to list additional debts owed (evidenced by claims filed by creditors who were not scheduled);
  - i. Need amended B22C form correctly completed;
  - j. Need amended Schedule I to properly disclose all income sources, amounts, deductions, and dependents living in the household;

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<sup>1</sup> At the end of the hearing, the court announced a continuance of the confirmation hearing and the Trustee and creditor objections pending the decision on the other matters.

- k. Need amended Schedule J to reflect accurate expenses while in chapter 13;
  - l. Need amended Statement of Financial Affairs correctly completed;
  - m. Need documentation of business income from "Gas and Oil Venture";
  - n. Need itemization of all income from real property;
  - o. Need copies of Social Security statements showing amounts paid to each debtor;
  - p. Need copies of Retirement Account statements showing amounts paid to each debtor;
  - q. Need copies of income tax returns for 2007, for both debtors;
  - r. Feasibility may be a problem; cannot determine if disposable income is sufficient to fund plan (since no plan payment proposed);
  - s. Income test may be a problem; cannot determine if income test satisfied;
  - t. Liquidation analysis may be a problem; cannot determine if the value of all non-exempt equity is covered in the plan.
3. No bankruptcy plan payments have been made in this chapter 13 case (two payments have come due so far).
4. Three (3) creditors have filed written objections to confirmation of this case.
5. The Debtor-Husband has failed to provide sufficient proof of his authority to appear on behalf of the Debtor-Wife through a Power of Attorney document.
6. The Debtor-Wife has failed to appear at the §341 meeting or any of the scheduled Bankruptcy Court hearings so far.

The Debtors' schedules disclosed significant real property and debt as follows:

**REAL PROPERTY –Schedule A**

<b><u>Description &amp; Location of Prop</u></b>	<b><u>Interest</u></b>	<b><u>H,W,J</u></b>	<b><u>Current Value</u></b>	<b><u>Amt. Secured Claim</u></b>
<b>690 Zion Hill Rd Spartanburg, SC 4 Bedroom House</b>	<b>Home</b>	<b>J</b>	<b>\$ 165,000</b>	<b>\$145,866</b>
<b>Two(2) cemetery Plots – Greenlawn Memorial</b>	<b>Burial Lots</b>	<b>J</b>	<b>7,000</b>	<b>2,350</b>
<b>381 College St. Spartanburg,SC 3 BR Rental Mill House</b>	<b>Rental</b>	<b>H</b>	<b>30,000</b>	<b>35,874</b>
<b>1586 Old Charlotte Rd Spartanburg, SC 3 BR House</b>	<b>Rental</b>	<b>H</b>	<b>93,000</b>	<b>108,924</b>
<b>661 Overhill Dr Spartanburg,SC 3 BR House</b>	<b>Rental</b>	<b>H</b>	<b>80,000</b>	<b>61,920</b>
<b>421 Brawley St Spartanburg,SC 3 BR Mill House</b>	<b>Rental</b>	<b>H</b>	<b>5,000</b>	<b>49,714</b>
<b>670-674 Zion Hill Road Spartanburg, SC Tri-Plex 2 BR</b>	<b>Rental</b>	<b>J</b>	<b>95,000</b>	<b>79,285</b>
<b>676-680 Zion Hill Road Spartanburg,SC Tri-Plex 2 BR</b>	<b>Rental</b>	<b>J</b>	<b>95,000</b>	<b>79,285</b>
			<b>\$ 570,000</b>	

Many of the mortgage claims are listed as “disputed” in the Debtors’ schedules. Schedule I indicates a “Combined Average Monthly Income” of \$9,157, consisting of social security, pensions, income from real property of \$5,217 per month, and \$1,000 per month from an unexplained “Gas & Oil Venture.” Schedule J estimates expenses at \$3,794. There is no budget line item for payment of taxes. At the hearing, the court asked of Mr. Dooly if he had filed tax returns for 2007. He stated that he had not, and further responded that he last filed returns around 1999, but that he had paid everything that he was informed that he owed.

The court asked Mr. Dooly if he had any intention of using his excess income to fund a plan. He stated that either he owed nothing to many of his creditors as a result of the filing of the Notice of Full Tender of Payment to All Creditors, or alternatively that the Trustee should take the Bonded Promissory Note he submitted to her bank and cash it to receive \$917,000 to pay his creditors. Mr. Dooly contended that the Bonded Promissory Note was negotiable and was a credit made available to him by the United States Treasury. His schedules, however, do not list any assets, receivables or credits approaching this value. The court gave Mr. Dooly the opportunity to present evidence of the value of the Bond, but he was not prepared to provide that evidence at the January 29 hearing.

### **DISCUSSION AND CONCLUSIONS OF LAW**

The case was filed on November 3, 2008, by Mr. Dooly on behalf of himself and his wife with a Power of Attorney that is not specific about the actions authorized thereby. Mrs. Dooly allegedly participated in a credit counseling session a few days after

the case was filed and later signed a broad General Durable Power of Attorney after this case was filed, and after her initial 341 meeting of creditors was scheduled.

Mrs. Dooly has failed to appear for examination as is required by 11 U.S.C. § 343, or in any other proceeding before this court. The court has given Mr. Dooly numerous opportunities to adequately explain and/or justify Mrs. Dooly's absence with some minimal amount of credible proof, but he has failed and refused to provide such evidence. Mrs. Dooly may indeed suffer from the ailments that Mr. Dooly describes, but without Mr. Dooly's assistance the court has no way of verifying her condition and excusing her from § 343 obligations.

The Debtors have not complied with all or a portion of the following code sections: 11 U.S.C. §§ 343 (Mrs. Dooly has failed to appear at the 341 meeting), 521(a) (information is incomplete or inaccurate); 1308(a) (tax returns have not been filed); 1321 (plan was not filed in an acceptable form); 1322(a) (among other things, plan does not propose or contemplate the submission of future earnings or income to the trustee for the plan); and 1326(a) (failure to commence timely payments).

11 U.S.C. § 1307(c) provides that the court may dismiss a case for numerous reasons, and any one of the instances of non-compliance mentioned above supply adequate and alternative grounds. The court finds that dismissal of this case is warranted under 1307(c)(1), (3) and (4). It appears that Debtors have no intention of participating in an ongoing repayment plan funded by their future earnings or income spanning a number of years. Rather, the purpose of the case is to either avoid payment of secured debts or to shift responsibility to the Trustee to pursue alleged unconventional receivables

from third parties, the value of which are questionable at this time. Such a plan raises questions about the Debtors' good faith in filing the case and proposing the plan.<sup>2</sup>

IT IS THEREFORE, ORDERED:

That the Chapter 13 bankruptcy case is hereby DISMISSED and the case shall be closed in due course, mooted all other motions and issues pending before the court in this case;

That the Chapter 13 Trustee is hereby DISCHARGED and shall promptly return to the Debtors via regular mail any document received by her, if any, purporting to be a Bonded Promissory Note.

IT IS SO ORDERED.

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<sup>2</sup> See 11 U.S.C. §§ 1325(a)(3) and (7).