


IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

| | | |
|-------------------------------|---|------------------|
| E.A. RENFROE & COMPANY, INC., | } | |
| | } | |
| Plaintiff, | } | |
| | } | CIVIL ACTION NO. |
| v. | } | 06-AR-1752-S |
| | } | |
| CORI RIGSBY, et al., | } | |
| | } | |
| Defendants. | } | |

ORDER

During oral argument on December 14, 2007, the court neglected to ask counsel for the date upon which the agreement by Scruggs to indemnify the Rigsbys was executed. This date may or may not be significant, but because indemnity agreements must be in writing in order to satisfy the statute of frauds, such an agreement will bear a date. That date might reflect when any purported identity of interest between Scruggs and the Rigsbys began. The Rigsbys shall furnish this information to the court **by 4:30 p.m., December 21, 2007.**

DONE this 17th day of December, 2007.


 WILLIAM M. ACKER, JR.
 UNITED STATES DISTRICT JUDGE