

CAUSE NO. DC-14-03404

DEVIN HARRIS AND MEGHAN  
HARRIS,

Plaintiffs,

v.

THE CARLISLE SCHOOL, THE  
CARLISLE SCHOOL, INC. AND REV.  
CANON RICHARD CARLISLE,  
INDIVIDUALLY

Defendants.

§ IN THE DISTRICT COURT

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68TH JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**DEFENDANTS THE CARLISLE SCHOOL, THE CARLISLE SCHOOL, INC., AND  
REV. CANON RICHARD CARLISLE'S ORIGINAL ANSWER AND AFFIRMATIVE  
DEFENSES TO PLAINTIFFS' FIRST AMENDED PETITION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

COME NOW Defendants THE CARLISLE SCHOOL, THE CARLISLE SCHOOL, INC.  
and REV. CANON RICHARD CARLISLE, Individually (collectively, "Defendants") and file  
this Original Answer and Affirmative Defenses to Plaintiffs DEVIN HARRIS and MEGHAN  
HARRIS's First Amended Petition, Plaintiffs, and would respectfully show this Court as follows:

**I. ANSWER**

**A. *General Denial***

Defendants generally deny each and every, all and singular, the allegations contained in  
Plaintiffs' First Amended Petition, and all later filed Petitions, and demand strict proof thereof by  
a preponderance of the evidence, or as otherwise required by the laws applicable to this case.

**B. *Verified Denials***

Pursuant to Rule 93 of the Texas Rules of Civil Procedure, Defendants specifically deny  
that Plaintiff DEVIN HARRIS is entitled to recover in the capacity in which he sues. This suit is

based on a written contract. DEVIN HARRIS is not a signatory to such written contract. DEVIN HARRIS has no standing.

Pursuant to Rule 93 of the Texas Rules of Civil Procedure, Defendants specifically deny that the Carlisle School is incorporated as alleged.

Pursuant to Rule 93 of the Texas Rules of Civil Procedure, Defendants specifically deny that Rev. Canon Richard D. Carlisle is liable in the capacity in which he has been sued.

Pursuant to Rule 54 of the Texas Rules of Civil Procedure, Defendants specifically deny that all conditions precedents have been performed, have occurred, or were waived by Defendants.

#### **H. AFFIRMATIVE DEFENSES**

Defendants assert the following affirmative defenses pursuant to Rule 94 of the Texas Rules of Civil Procedure:

##### **Unclean Hands.**

Defendants assert unclean hands. Plaintiffs engaged in misconduct in connection with the subject matter of this litigation and Defendants were harmed by the misconduct.

On at least two (2) occasions, one or more representatives of Plaintiff DEVIN HARRIS entered the Carlisle School during school hours when children were present, unannounced, making demands of the school staff and causing staff and/or students to be fearful. On numerous occasions, a third representative of Plaintiff DEVIN HARRIS contacted Reverend Carlisle repeatedly by telephone, making demands on Reverend Carlisle and causing Reverend Carlisle intimidation and fear.

Defendants were forced to retain counsel to contact Plaintiff DEVIN HARRIS's representative and demand that he cease and desist contacting Defendants.

Plaintiffs cannot recover because they have come to court with unclean hands.

**Sole Proximate Cause.**

Defendants assert that the actions and/or omissions of Plaintiffs and/or other third parties were the sole proximate cause of the alleged injuries and damages, if any, sustained by Plaintiffs. Plaintiffs unilaterally removed their child from the Carlisle School based on its purported proximity to Plaintiff MEGHAN HARRIS's purported work location.

**New and Independent Cause.**

Defendants assert that acts or omissions of a separate and independent agency, not reasonably foreseeable, destroyed the causal connection, if any, between Plaintiffs' purported damages and any acts or omissions of Defendants. Such separate and independent acts or omissions are the immediate cause of any purported damages to Plaintiffs.

**Equitable Estoppel.**

Defendants assert equitable estoppel. Plaintiffs falsely represented, or materially concealed, that Plaintiffs' child was enrolling in the Carlisle School for the entire Academic Year (nine months). Plaintiffs intended that Defendants act on such representation. Plaintiffs knew or had the means of knowing that Plaintiffs would remove the child from the Carlisle School. Defendants neither knew nor had the means to know such facts. Defendants substantially, reasonably, and detrimentally relied on Plaintiffs' representation or concealment.

**Promissory Estoppel.**

Defendants assert promissory estoppel. Plaintiffs promised to pay their child's school tuition for the academic period. Defendants reasonably and substantially relied on Plaintiffs' promise to their detriment. Plaintiffs knew or should have known their promise would lead Defendants to some definite and substantial injury. Injustice can be avoided only by enforcing

Plaintiffs' promise.

**Offset.**

Additionally, or alternatively, Defendants are entitled to an offset. Plaintiffs' child was enrolled at the Carlisle School from on or about October 1, 2014 to on or about October 10, 2014. Accordingly, Defendants are entitled to an offset.

**Discharge.**

Defendants assert the affirmative defense of discharge. Plaintiffs repudiated a dependent promise when Plaintiffs unilaterally removed their child from the Carlisle School. Defendants could not continue providing services to Plaintiffs' child after Plaintiff MEGHAN HARRIS unilaterally removed their child from the School.

**Failure to Mitigate.**

Additionally, or alternatively, Defendants assert Plaintiffs failed to mitigate their damages.

**III. ATTORNEY'S FEES**

Defendants are entitled to recover their reasonable and necessary attorney's fees, expenses and court costs under TEX. CIV. PRAC. & REM. CODE §§ 37.009 & §38.001(8).

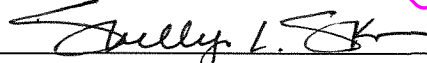
**PRAYER**

Defendants THE CARLISLE SCHOOL, THE CARLISLE SCHOOL, INC., and REV. CANON RICHARD CARLISLE, Individually, pray that Plaintiffs take nothing by way of their claims in this suit and that the Court award Defendants their reasonable and necessary attorney's fees, expenses, and court costs.

Defendants pray for all other and such further relief, both general and special, at law and in equity, to which Defendants may be justly entitled.

Respectfully submitted,

**BLUME, FAULKNER, SKEEN  
& NORTHAM, PLLC**



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*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been forwarded to counsel of record pursuant to Rule 21a of the Texas Rules of Civil Procedure on this the 6<sup>th</sup> day of June, 2014:

***Via Facsimile 214-665-3601***

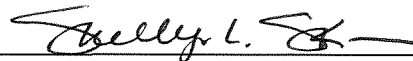
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*Attorneys for Plaintiffs*



Shelly L. Skeen

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IN THE DISTRICT COURT

68TH JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

AFFIDAVIT OF REV. CANON RICHARD CARLISLE

STATE OF TEXAS

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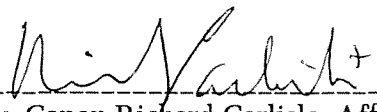
COUNTY DALLAS

Before me, the undersigned authority, on this day personally appeared Rev. Canon Richard Carlisle, who being by me duly sworn, deposed and stated as follows:

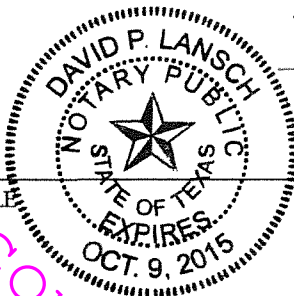
"My name is Richard Carlisle; I am over 18 years of age, of sound mind, and capable in all respects of making this Affidavit. I have personal knowledge of the facts stated herein, and the facts stated herein are true and correct.


1. This affidavit is offered in support of Defendants' Original Answer and Affirmative Defenses to Plaintiffs' First Amended Petition.
5. I have reviewed Defendants' Original Answer and Affirmative Defenses to Plaintiffs' First Amended Petition, and all of the facts offered therein in support of Defendants' Verified Denials are within my personal knowledge and are true and correct.

FURTHER AFFIANT SAYETH NOT."

  
Rev. Canon Richard Carlisle, Affiant

SUBSCRIBED AND SWORN TO before me, the undersigned notary public, on this the 16<sup>th</sup> day of June, 2014.



  
Notary Public in and for the State of Texas