

**NOT DESIGNATED FOR PUBLICATION**

**WILLIAM LEE WHITE, II** \* **NO. 2002-CA-1310**  
**VERSUS** \* **COURT OF APPEAL**  
**R. CLYDE ABERCROMBIE** \* **FOURTH CIRCUIT**  
\* **STATE OF LOUISIANA**

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APPEAL FROM  
CIVIL DISTRICT COURT, ORLEANS PARISH  
NO. 2001-18898, DIVISION “K-14”  
Honorable Louis A. DiRosa, Judge Pro Tempore  
\* \* \* \* \*

**Judge David S. Gorbaty**  
\* \* \* \* \*

(Court composed of Judge Steven R. Plotkin, Judge Dennis R. Bagneris, Sr.,  
Judge David S. Gorbaty)

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**REVERSED**

The plaintiff, William Lee White, II, appeals the trial court's judgment granting R.Clyde Abercrombie's exception of prescription. For the reasons set forth below, we reverse.

**FACTS AND PROCEDURAL HISTORY**

On November 14, 2001, the plaintiff instituted the present suit seeking to recover the monies owed under a promissory note executed by Abercrombie. The promissory note, a standard printed form, provided in pertinent part:

\$46,700.00 Houston, Texas April one A.D. 1988

For Value Received, I, we or either or us, the undersigned, promise to pay to William Lee White, II, 2007 Athania Pkwy, Metairie, La. 70002 or order the sum of forty six thousand seven hundred and no/100 Dollars with interest from date at the rate of 12 per cent per annum, interest payable April one, 1998 both principal and interest payable at 2007 Athania Parkway, Metairie, Louisiana 70002.

This note is payable in one installment.

Abercrombie filed an exception of prescription claiming that the note did not have a date for payment of the principal and therefore was a demand note for which there was a five-year prescriptive period from the date of

execution. The trial court agreed and granted Abercrombie's exception of prescription.

### **DISCUSSION**

The plaintiff now appeals, arguing that the trial court erred in its ruling. We agree. The promissory note clearly provides that both principal and interest were due on April 1, 1998. Defendant's contention that only interest was due on April 1, 1998 is absurd. Actions on promissory notes are subject to a liberative prescriptive period of five years which commences from the day payment is exigible. La. C.C. Article 3498. In the present case, payment became exigible on April 1, 1998. As plaintiff filed the present action on November 14, 2001, his action on the promissory note has not prescribed.

### **CONCLUSION**

Accordingly, for the foregoing reasons, the judgment of the trial court is  
reversed.

**REVERSED**

