

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

1161 LAKE AVENUE CONDOMINIUM
ASSOCIATION, INC. (appellant)

CIVIL ACTION

VERSUS

NO. 12-2971

DEBRA R. GUASTELLA, ET AL
(appellee)

SECTION "N" (5)

ORDER AND REASONS

Considering the appellant's Motion for Rehearing (**Rec. Doc. 20**);

IT IS ORDERED that the motion is hereby **DENIED**.

In its ruling on this bankruptcy appeal (Rec. Doc. 14), the Court cited *Aetna Cas. & Surety Co. v. LaSalle Pump & Supply Co., Inc.*, 804 F.2d 315, 317-18 (5th Cir. 1986), for the principle that a surety's obligation under an appeal bond is determined by the terms of the contract. To adopt the appellant's interpretation of the bond contract in this case would require the Court to find that the words "in the sum of \$86,000.00" are utterly superfluous and without meaning. The interpretation of the appellee and the bankruptcy court, on the other hand, allows meaning to be attributed to all provisions of the contract. When the provisions are interpreted in light of each other so that each is given meaning, *see* La. Civ. Code art. 2050, it is clear that the surety bound herself to be liable for the judgment up to "the sum of \$86,000.00" in the event of default by the judgment debtor.

New Orleans, Louisiana, this 30th day of May, 2013.


KURT D. ENGELHARDT
UNITED STATES DISTRICT JUDGE