

**LOUISE ALLEN**

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**NO. 2000-CA-1552**

**VERSUS**

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**COURT OF APPEAL**

**THE STATE OF LOUISIANA  
THROUGH THE ERNEST N.  
MORIAL - NEW ORLEANS  
EXHIBITION HALL  
AUTHORITY AND  
SCOTTSDALE INSURANCE  
COMPANY**

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**FOURTH CIRCUIT**

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**STATE OF LOUISIANA**

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**ARMSTRONG, J., DISSENTS WITH REASONS**

I respectfully dissent. The references to a possible “temporal requirement” of the two-contract defense in our Crochet, Taylor and Black decisions are dicta as the general contract in fact predated the subcontract in each of those cases. Also, there is no apparent reason for such a temporal requirement of the two-contract defense. 14 Malone & Johnson, Louisiana Civil Law Treatise: Worker’s Compensation Law and Practice §364 at 192-93 (1994).