

CORA WILLIAMS

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NO. 2015-CA-0769

VERSUS

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COURT OF APPEAL

**CITY OF NEW ORLEANS,
BECK DISASTER RECOVERY
& LOUISIANA CITIZENS
PROPERTY INSURANCE
CORPORATION**

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FOURTH CIRCUIT

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STATE OF LOUISIANA

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TOBIAS, J., CONCURS.

I respectfully concur. I agree with the majority that the law of the case doctrine is inapplicable herein and the contract at issue does contain a *stipulation pour autrui* that benefits Cora Williams. However, although the contract may benefit Mrs. Williams, I find genuine issues of material fact from the record evidence preclude any inference whatsoever that DRC Emergency Services, Inc. is liable for any damages in this case.¹ For example, the photographs in evidence do not demonstrate to the naked eye that 5237 Lakeview Court is a townhouse double and that a separate a distinct unit, 5235 Lakeview Court, was part thereof. That DRC was requested to demolish 5237 Lakeview Court by the city of New Orleans/ Beck Disaster Recovery, does not establish that DRC was necessarily required or even obligated to question whether two separate addresses/residences were contained in the structure before beginning their demolition work. Such determination, based upon all facts produced at trial, will decide that issue.

¹ It is unclear to me why any party would seek a partial motion for summary judgment as to whether the contract contains a *stipulation pour autrui*, because the facts of this case and the law between the parties are so integrally related. That a stipulation pour autrui exists does not mean in any way that the appellant is automatically liable in this case.