

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

2005 CA 2231

BRUCE D. COX

VERSUS

BERNARD FONTAN GOTTFRIED

Judgment rendered: November 3, 2006

On Appeal from the 22nd Judicial District Court
Parish of St. Tammany, State of Louisiana
Number 2004-11705; Division "C"
The Honorable Patricia T. Hedges, Judge Presiding

Richard A. Richardson
Covington, LA

Counsel for Plaintiffs/Appellees
Bruce D. Cox and Right Choice
Investments, LLC

William J. Crain
Covington, LA

Counsel for Defendant/Appellant
Bernard Fontan Gottfried

BEFORE: PETTIGREW, DOWNING AND HUGHES, JJ.

924 Pettigrew, J. Dissents and assigns Reasons.

DOWNING, J.

Bernard Fontan Gottfried appeals a judgment wherein the trial court ordered Mr. Gottfried to deliver title to certain immovable property to the appellee, Right Choice Investments L.L.C.¹ (Right Choice), upon payment of the sums due within thirty days of the judgment becoming final. At issue is the nature and proper enforcement of a contract between Mr. Gottfried and Right Choice entitled, "Lease-Purchase Agreement." We have thoroughly reviewed the record, and the record does not demonstrate that the trial court's decision is clearly wrong. No error of law appears from the record.

Accordingly, we affirm the judgment of the trial court in accordance with Uniform Court of Appeal Rules 2-16.2.A(6), (8), and (10). Costs of this appeal are assessed against Bernard Fontan Gottfried.

AFFIRMED

¹ The judgment provides the following: "Suit was originally filed in the name of Bruce D. Cox, however, by stipulation of the parties, as reflected in the Pretrial Order, Right Choice Investments, L.L.C. was substituted as plaintiff as it was Mr. Cox's intention to take title to the property in the name of his company."

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PETTIGREW, JJ. DISSENTS, AND ASSIGNS REASONS.

PETTIGREW, J., dissenting.

I am of the humble opinion that the contract in dispute in this proceeding does not legally qualify as a Bond for Deed under La. R.S. 9:2941. It is my opinion the contract was a lease with option to purchase, and therefore the trial court should be reversed. **Byrd v. Cooper**, 166 La. 402, 117 So. 441 (La. 1928), **Bankston v. Bankston's Estate**, 401 So.2d 436 (La.App. 1 Cir. 1981), writ denied, 406 So.2d 627 (La. 1981).