

COURT OF APPEAL, FIRST CIRCUIT

STATE OF LOUISIANA

RE: Docket Number 2002-CA-0339

HUSTON R. WILLIAMS, ALZETIA W. DAVIS, HEIRS OF
ROSANA W. WILLIAMS, HEIRS OF OSCAR WILLIAMS,
WILLIE WILLIAMS, JR., LEROY WILLIAMS, BERNICE W.
CHRISTOPHER, GLORIA W. TAYLOR, LOUISE W.
JACKSON AND ALL OTHER RIGHTFUL WILLIAMS HEIRS,
ET AL.

-- Versus --

CITY OF BATON ROUGE, EAST BATON ROUGE PARISH,
MICHAEL RAY SHAVERS, RICKEY MICHAEL EIERMANN,
FIDELITY AND CASUALTY COMPANY OF NEW YORK
AND CHICAGO INSURANCE COMPANY

19th Judicial District Court
Case #: 304882
East Baton Rouge Parish

Consolidated with the following:

2002 - CA - 0340

JOHN B. RABY, IDA JANE RABY, JOHN BARROW RABY, JR. AND KATHY JANE RABY
versus

CITY OF BATON ROUGE, THE PARISH OF EAST BATON ROUGE, MICHAEL RAY SHAVERS,
RICKEY MICHAEL EIERMAN, EMMETT BRAUD, FIDELITY AND CASUALTY COMPANY OF NEW
YORK AND CHICAGO FIRE INSURANCE COMPANY

On Application for Rehearing filed 02/28/2003

Rehearing GRANTED - SEE ATTACHED


Frank Foil


Page McCendon


William F. Kline, Jr.

Filed

JUL - 3 2003


Christine L. Crow, Clerk

**HUSTON R. WILLIAMS, ET AL.
VERSUS
CITY OF BATON ROUGE,
PARISH OF EAST BATON ROUGE,
ET AL.**

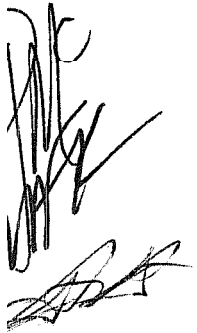
**NUMBER 2002 CA 0339
CONSOLIDATED WITH
NUMBER 2002 CA 0340**

FIRST CIRCUIT

CONSOLIDATED WITH

**JOHN B. RABY, ET AL.
VERSUS
CITY OF BATON ROUGE,
PARISH OF EAST BATON ROUGE,
ET AL.**

**COURT OF APPEAL
STATE OF LOUISIANA**



ON REHEARING

PER CURIAM.

The application for rehearing filed by the defendants/appellees, the City of Baton Rouge and Parish of East Baton Rouge Parish (City/Parish), request this Court to amend its judgment rendered on February 14, 2003, to hold F & C liable for payment of interest on the City/Parish's unpaid principal balance of \$100,000.00 from September 29, 1998 until F & C makes "full and effective tender" of the balance it owes under the judgment, including interest. Additionally, plaintiffs/appellees have applied for a rehearing contending that this court erred by failing to hold that legal interest should continue to accrue on the entire amount of the judgment, despite a previous tender of a portion of the amount owed under the judgment. We now grant rehearing for the limited purpose of clarifying responsibility for the post-judgment interest on the City/Parish's principal liability of \$100,000.00. Accordingly, we amend the conclusion of our decision to read as follows:

For the foregoing reasons, the October 16, 2001 judgment of the trial court is amended to award legal interest on the stipulated shortfall of F & C's policy limits in the amount of \$126,177.81, from September 29, 1998, until F & C makes full and effective tender of all remaining sums due by F & C,

including interest and principal. Additionally, F & C is responsible for the payment of interest on the City/Parish's unpaid principal balance of \$100,000.00 from September 29, 1998, until full and effective tender by F & C of the balance owed by F & C, including interest and principal.¹ In all other respects, the judgment is affirmed. All costs are assessed against appellant, The Fidelity and Casualty Company, now CNA Insurance Company.

In all other respects the requests for rehearing are denied.

¹ September 28, 1998 reflects the date of the post-judgment tender by F & C.