

**COURT OF APPEALS OF TEXAS, THIRTEENTH DISTRICT, CORPUS
CHRISTI–EDINBURG**

William Gilson v. The Cincinnati Insurance Company

Gilson · No. 13-19-00526-CV · Decided January 7, 2021

SUMMARY

The Thirteenth Court of Appeals of Texas dismissed William Gilson's appeal from a take-nothing summary judgment in favor of The Cincinnati Insurance Company concerning insurance coverage for an automobile collision. The dismissal followed the parties' joint motion after resolution of a separate settlement-enforcement action, with costs assessed against the party incurring them.

CASE DETAILS

COURT	Court of Appeals of Texas, Thirteenth District, Corpus Christi–Edinburg
WRITING FOR THE COURT	Justice Gina M. Benavides; Justice Longoria; Justice Tijerina
JURISDICTION	Texas
DECIDED	January 7, 2021
DOCKET	13-19-00526-CV
DISPOSITION	dismissed
PROCEDURAL POSTURE	Appellant appealed from a take-nothing summary judgment in favor of the insurer. After the appeal was abated pending resolution of a separate settlement-enforcement action, the parties jointly moved to dismiss the appeal.
PRECEDENTIAL VALUE	Unclear from the opinion text; designated as a memorandum opinion
PARTIES	William Gilson v. The Cincinnati Insurance Company

TOPICS

appellate procedure

insurance

summary judgment

costs

PRACTICE AREAS

civil procedure

insurance

QUESTIONS PRESENTED

1. Whether the court should dismiss the appeal pursuant to the parties' joint motion after resolution of their dispute.
2. How appellate costs should be assessed under the parties' agreement.

HOLDINGS

1. The court may and should dismiss the appeal pursuant to the parties' joint motion after the parties resolved their dispute.
2. Under the parties' agreement, appellate costs are assessed against the party incurring them.

KEY QUOTATIONS

“In accordance with a motion of appellant, the court may dismiss the appeal or affirm the appealed judgment or order unless such disposition would prevent a party from seeking relief to which it would otherwise be entitled.”

“Absent agreement of the parties, the court will tax costs against the appellant.”

FACTUAL BACKGROUND

The underlying dispute concerned insurance coverage for an automobile collision. The trial court rendered a take-nothing summary judgment in favor of The Cincinnati Insurance Company. The parties later resolved their dispute through a settlement-related proceeding.

PROCEDURAL HISTORY

The 53rd District Court of Travis County rendered a take-nothing summary judgment for The Cincinnati Insurance Company concerning insurance coverage for an automobile collision. The Thirteenth Court of Appeals previously abated the appeal while a separate action to enforce a settlement agreement was resolved. After the parties resolved their dispute, they filed a joint motion to dismiss, which the court granted.

DISPOSITION

dismissed

OPINION

William Gilson v. the Cincinnati Insurance Company

PER CURIAM.

NUMBER 13-19-00526-CV

COURT OF APPEALS

THIRTEENTH DISTRICT OF TEXAS

CORPUS CHRISTI – EDINBURG

WILLIAM GILSON, Appellant, v. THE CINCINNATI INSURANCE COMPANY, Appellee. On appeal from the 53rd District Court of Travis County, Texas.

MEMORANDUM OPINION

Before Justices Benavides, Longoria, and Tijerina Memorandum Opinion by Justice Benavides Appellant William Gilson filed a notice of appeal from a take-nothing summary judgment rendered in favor of appellee, The Cincinnati Insurance Company, regarding insurance coverage for an automobile collision. 1 We previously abated this appeal pending the resolution of a separate action to enforce a settlement agreement between the parties. Having resolved their dispute, the parties to this appeal have now filed a joint motion to dismiss the appeal. See TEX. R. APP. P. 42.1(a)(1) (“In accordance with a motion of appellant, the court may dismiss the appeal or affirm the appealed judgment or order unless such disposition would prevent a party from seeking relief to which it would otherwise be entitled.”). Pursuant to their agreement, the parties request that we tax the costs against the party incurring same. See *id.* R. 42.1(d). The Court, having examined and fully considered the joint motion to dismiss the appeal, is of the opinion that the appeal should be dismissed. See *id.* R. 42.1(a)(1). Accordingly, we reinstate the appeal, grant the joint motion to dismiss, and dismiss the appeal. As per the parties’ agreement, the costs will be assessed against the party incurring same. See *id.* R. 42.1(d) (“Absent agreement of the parties, the court will tax costs against the appellant.”). Having dismissed the appeal at the parties’ request, no motion for rehearing will be entertained, and our mandate will issue forthwith.

GINA M. BENAVIDES

Justice Delivered and filed the 7th day of January, 2021. 1This case is before the Court on transfer from the Third Court of Appeals in Austin pursuant to a docket equalization order issued by the Supreme Court of Texas. See Tex. Gov’t Code Ann. § 73.001. 2