

**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.

OPINION

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

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