

**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**

|                              |                                                                                                                                                                                                                               |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>COURT</b>                 | Court of Appeals of Texas, Thirteenth District, Corpus Christi–Edinburg                                                                                                                                                       |
| <b>WRITING FOR THE COURT</b> | Justice Gina M. Benavides; Justice Longoria; Justice Tijerina                                                                                                                                                                 |
| <b>JURISDICTION</b>          | Texas                                                                                                                                                                                                                         |
| <b>DECIDED</b>               | January 7, 2021                                                                                                                                                                                                               |
| <b>DOCKET</b>                | 13-19-00526-CV                                                                                                                                                                                                                |
| <b>DISPOSITION</b>           | dismissed                                                                                                                                                                                                                     |
| <b>PROCEDURAL POSTURE</b>    | 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. |
| <b>PRECEDENTIAL VALUE</b>    | Unclear from the opinion text; designated as a memorandum opinion                                                                                                                                                             |
| <b>PARTIES</b>               | 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