

LOUISIANA COURT OF APPEAL, SECOND CIRCUIT

Judson v. Northside Motor Exchange, Inc.

401 So. 2d 451 (2d Cir. 1981) · Decided May 29, 1981

SUMMARY

Plaintiffs sought to amend their petition after trial to add Roadrunner Motor Rebuilding Company as the alleged employer of the truck driver involved in the collision. The court held that the amendment came too late because the case had been fully tried and was left open only for a limited purpose, and affirmed dismissal of Roadrunner.

CASE DETAILS

COURT	Louisiana Court of Appeal, Second Circuit
WRITING FOR THE COURT	Watkins; Cole; Ellis
JURISDICTION	Louisiana
DECIDED	May 29, 1981
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiffs appealed judgments dismissing Northside Motor Exchange, Inc. and Hanover Insurance Companies and striking and dismissing Roadrunner Motor Rebuilding Company from the action. On appeal, plaintiffs challenged only the judgment dismissing Roadrunner.
PRECEDENTIAL VALUE	Published precedential Louisiana Court of Appeal opinion
PARTIES	Allen Judson, Ronald Judson v. Northside Motor Exchange, Inc., The Hanover Insurance Companies, Roadrunner Motor Rebuilding Company

TOPICS

- motion to amend
- pleadings
- civil procedure
- appellate procedure
- personal injury

PRACTICE AREAS

- civil procedure
- torts
- appellate procedure

QUESTIONS PRESENTED

1. Whether the trial court properly granted a motion to strike an amended petition that attempted to add a new defendant after the merits had been fully tried and the trial had been left open only for a limited

purpose.

HOLDINGS

1. The motion to strike was properly granted because the attempt to add Roadrunner as a new party after the case had been fully tried and left open only for a limited purpose came too late and was not material to the issues already tried.

KEY QUOTATIONS

“However, in this case, which had been fully tried by both sides, and which was left open for a limited purpose only, an attempt to add a new party defendant at that time comes too late, and is not material to the issues already tried in the case.” (453)

FACTUAL BACKGROUND

Allen Judson was driving a car and Ronald Judson was a passenger when their vehicle collided with a truck driven by Noah Sellers. Plaintiffs initially alleged that Northside employed Sellers and that Hanover insured Northside, but the evidence did not establish either allegation. The evidence instead showed that Roadrunner employed Sellers and that Roadrunner and Northside, although controlled by the same individual, had separate businesses, equipment, and employees. Plaintiffs attempted to add Roadrunner as a defendant after the trial had been conducted and left open only for a limited purpose.

PROCEDURAL HISTORY

Plaintiffs filed a personal-injury action against Northside and Hanover arising from a truck-car collision. During trial, the court left the matter open for the limited purpose of establishing Northside's employment relationship with the truck driver. Plaintiffs later sought to amend their petition to add Roadrunner as the driver's employer, but after the merits had effectively been tried, Roadrunner moved to strike the amended pleading. The trial court granted the motion and dismissed Roadrunner with prejudice; the appellate court affirmed.

DISPOSITION

affirmed

CASES CITED

- Collins v. Richland Aviation Service, Inc., 225 So. 2d 241 (La. App. 2d Cir. 1969)