

LOUISIANA COURT OF APPEAL, FOURTH CIRCUIT

Donald Palmer v. Crescent City Auction Gallery, LLC

No. 2025-CA-0391 (La. Ct. App. 4th Cir. Dec. 1, 2025) · No. 2025-CA-0391 · Decided December 1, 2025

SUMMARY

The Louisiana Fourth Circuit Court of Appeal reviewed the dismissal of Donald Palmer’s breach-of-contract claims against Crescent City Auction Gallery, LLC on an exception of no cause of action. The court held that the petition stated a valid breach-of-contract claim, affirmed the portions of the judgment overruling the exceptions of no right of action and vagueness and ambiguity, reversed the dismissal with prejudice, and remanded for further proceedings.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | Louisiana Court of Appeal, Fourth Circuit                                                                                                                                                                                                                                                                                                                               |
| WRITING FOR THE COURT | Sandra Cabrina Jenkins; Daniel L. Dysart; Karen K. Herman                                                                                                                                                                                                                                                                                                               |
| JURISDICTION          | Louisiana Court of Appeal, Fourth Circuit                                                                                                                                                                                                                                                                                                                               |
| DECIDED               | December 1, 2025                                                                                                                                                                                                                                                                                                                                                        |
| DOCKET                | 2025-CA-0391                                                                                                                                                                                                                                                                                                                                                            |
| DISPOSITION           | reversed_and_remanded                                                                                                                                                                                                                                                                                                                                                   |
| PROCEDURAL POSTURE    | Palmer appealed the trial court's judgment sustaining Crescent City Auction Gallery's peremptory exception of no cause of action and dismissing his breach-of-contract claims with prejudice.                                                                                                                                                                           |
| STANDARD OF REVIEW    | De novo review applies to a ruling on a peremptory exception of no cause of action because the exception presents a question of law. The court considers the petition, any amendments, and documents attached to the petition, assumes well-pleaded factual allegations are true, and determines whether the law affords the plaintiff a remedy on those alleged facts. |
| PRECEDENTIAL VALUE    | Published Louisiana Court of Appeal opinion                                                                                                                                                                                                                                                                                                                             |
| PARTIES               | Donald Palmer v. Crescent City Auction Gallery, LLC                                                                                                                                                                                                                                                                                                                     |

TOPICS

- breach of contract
- pleadings
- motions to dismiss
- standard of review
- appellate procedure

## PRACTICE AREAS

Contracts

Civil procedure

Appellate procedure

Commercial litigation

## QUESTIONS PRESENTED

1. Whether Palmer's petition stated a cause of action for breach of contract when it alleged oral representations and a signed consignment contract promising payment of \$10,300, less costs and fees.
2. Whether the trial court improperly addressed the merits of the alleged contract claim when ruling on the exception of no cause of action.

## HOLDINGS

1. Taking the petition's factual allegations as true, Palmer stated a valid cause of action for breach of contract.
2. The trial court exceeded the limited scope of the exception by addressing whether Palmer would prevail on the merits.

## KEY QUOTATIONS

*“A peremptory “exception of no cause of action presents a question of law, so an appellate court reviews a trial court’s ruling on an exception of no cause of action de novo.”” (3)*

*“We find that Mr. Palmer’s petition states a valid cause of action for breach of contract.” (4)*

*“We further find that the trial court exceeded its limited scope in addressing the merits.” (4)*

## FACTUAL BACKGROUND

Palmer met with a representative of Crescent City Auction in January 2024 to discuss consigning and auctioning his items. He alleged that Crescent City made oral representations and provided a signed consignment contract indicating that he would receive \$10,300, less costs and fees, but that a later identical contract omitted the \$10,300 notation. His items were sold in March 2024, and he received less than the amount he expected.

## PROCEDURAL HISTORY

Palmer filed a petition in the Civil District Court for Orleans Parish alleging that Crescent City Auction breached an agreement concerning the proceeds from the consignment and auction of his items. The trial court sustained the exception of no cause of action and dismissed the claims with prejudice, while overruling the exceptions of no right of action and vagueness and ambiguity. The court of appeal affirmed the portions overruling the latter exceptions, reversed the dismissal, and remanded.

## DISPOSITION

reversed\_and\_remanded

## REMAND INSTRUCTIONS

The matter was remanded for further proceedings after reversal of the portion of the judgment dismissing Palmer's claims with prejudice.

#### CASES CITED

- Wakin' Bakin' L.L.C. v. Rabalais, 2023-0432, p. 4 (La. App. 4 Cir. 11/15/23), 377 So. 3d 784, 787
- Cunningham v. City of New Orleans, 2021-0532, p. 9 (La. App. 4 Cir. 3/30/22), 336 So. 3d 977, 986
- Girod Titling Tr. v. Hermes Health All., L.L.C., 2024-0221, p. 10 (La. App. 4 Cir. 7/1/24), 401 So. 3d 721, 729
- Green v. Garcia-Victor, 2017-0695, p. 5 (La. App. 4 Cir. 5/16/18), 248 So. 3d 449, 453
- New Orleans Priv. Patrol Serv., Inc. v. Corp. Connection, Inc., 2017-0746, p. 7 (La. App. 4 Cir. 3/21/18), 239 So. 3d 480, 484
- Pri-Tal v. Progressive Prop. Ins. Co., 2024-0531, p. 16 (La. App. 4 Cir. 5/14/25), 414 So. 3d 1064, 1076
- State ex rel. Tureau v. BEPCO, L.P., 2021-0856, p. 17 (La. 10/21/22), 351 So. 3d 297, 309
- Kinney v. Bio District New Orleans, 2023-0611, p. 11 (La. App. 4 Cir. 6/25/24), 398 So. 3d 38, 45
- Winstead v. Kenyon, 2015-0470, p. 6 (La. App. 4 Cir. 12/2/15), 182 So. 3d 1087, 1091
- Girod Titling Tr. v. Hermes Health All., L.L.C., 2024-0221 (La. 12/11/24), 396 So. 3d 963