

Court Advisory

Fourth Court of Appeals
Cadena-Reeves Justice Center
300 Dolorosa, Suite 3200
San Antonio, Texas 78205-3037



Contact: Keith Hottle, Clerk of the Court
Phone: (210) 335-2510

FOR IMMEDIATE RELEASE
February 24, 2012

Fourth Court of Appeals to Hear Oral Argument

The Fourth Court of Appeals will hear oral arguments in one appeal on Tuesday, February 28, 2012, beginning at 9:00 a.m., before the following panel of justices: Chief Justice Catherine Stone, Justice Sandee Bryan Marion, and Justice Steven C. Hilbig.

The following case will be presented:

The Lynd Company v. RSUI Indemnity Company – This is an appeal from a take-nothing summary judgment rendered in favor of appellee. The issues on appeal center on the interpretation of an excess coverage insurance policy issued by appellee to appellant.

The Fourth Court of Appeals will hear consolidated oral arguments in two original proceedings on Thursday, March 1, 2012, beginning at 10:00 a.m., before the following panel of justices: Chief Justice Catherine Stone, Justice Sandee Bryan Marion, and Justice Phylis J. Speedlin.

The following cases will be presented:

In re JP Morgan Chase Bank, N.A., in its Individual Capacity and as Trustee of The Red Crest Trust, and Philip Mettham, Relators consolidated with In re J.P. Morgan Bank, N.A., as Trustee of The Red Crest Trust, Relator – The petitions for writ of mandamus challenge the trial court's denial of motions to transfer venue pursuant to Texas Property Code §§115.001 and 115.002.

The Fourth Court of Appeals will hear oral arguments in one appeal on Thursday, March 1, 2012, beginning at 11:00 a.m., before the following panel of justices: Chief Justice Catherine Stone, Justice Rebecca Simmons, and Justice Marialyn Barnard.

The following case will be presented:

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Flying J, Inc. v. Meda, Inc. d/b/a AAA Auger - This appeal concerns a dispute over the costs for plumbing repairs. While digging a hole to repair plumbing problems at Flying J's gas station, Meda punctured a buried diesel fuel line. Meda invoiced Flying J for the plumbing repair services, but Flying J refused to pay. Flying J said its costs to repair the diesel fuel line and to remediate the environmental contamination exceeded the amounts due on Meda's invoices. Meda sued Flying J for breach of contract; Flying J counterclaimed for breach of contract, breach of implied warranty, and negligence. The trial court granted a partial directed verdict in Meda's favor and dismissed Flying J's breach of contract and breach of implied warranty causes of action. The jury awarded Meda damages for Flying J's breach of contract. In apportioning responsibility for damage to the diesel fuel line, the jury found Flying J 80% responsible and Meda 20% responsible. Flying J appeals the trial court's judgment.

The oral arguments will be held in the Fourth Court's Courtroom, Cadena-Reeves Justice Center, Third Floor, 300 Dolorosa, San Antonio, Texas.