

SUPREME COURT OF LOUISIANA

01-C-2578

E.R. CAMPBELL , III, ET UX.

V.

HAROLD KEITH MELTON

ON WRIT OF CERTIORARI TO THE COURT OF APPEAL
SECOND CIRCUIT, PARISH OF CADDO

CALOGERO, C.J. concurs and assigns reasons

I concur in the majority’s determination that the “additional provisions clause” was a resolatory condition which was met by Campbell’s making a demand for repairs over \$2,000. I do not believe, however, as the majority states, that “the trial court was manifestly erroneous in admitting parol evidence regarding Campbell’s intent in discussing the repair items.” While the contract required any demand for repairs to be made in writing, there is no prohibition in the contract nor in the law prohibiting a court from considering parol evidence relating to those writings.

In my view, the trial court manifestly erred, not by considering parol evidence, but in determining that Campbell did not make a demand for payment. Even considering the parol evidence submitted to the court, the fact that Campbell wrote two letters to Melton concerning repairs, indicating Melton was responsible for them in the amount of \$15,000, can leave no other conclusion, but that Campbell made a demand for repairs over \$2,000. Therefore, I agree with the majority’s conclusion but disagree with their finding that parol evidence was improperly admitted.