

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

2007 CA 1127

**HAROLD WOODWARD, HAROLD WOODWARD A
PROFESSIONAL PUMP AND WATER WELL CORPORATION**

VERSUS

RUTH MELVALEE TAYLOR

Judgment Rendered: February 8, 2008

On Appeal from the Twenty-Second Judicial District Court
In and For the Parish of Washington
State of Louisiana
Docket No.94,722

Honorable Raymond Childress, Judge Presiding

Harold Woodward
Franklinton, Louisiana

Plaintiff/Appellant
In Proper Person

Ruth Melvalee Taylor
Angie, Louisiana

Defendant/Appellee
In Proper Person

BEFORE: GAIDRY, McDONALD, AND McCLENDON, JJ.

Handwritten initials and signature:
PME
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[Signature]

McCLENDON, J.

Plaintiff, Harold Woodward, individually and doing business as Harold Woodward, A Professional Pump & Water Well Corporation, sued defendant, Ruth Melvalee Taylor, for breach of contract. After the trial court ruled that the alleged contract had not been confected, Mr. Woodward appealed. Finding no manifest error or error of law, we affirm.

According to his petition, Mr. Woodward agreed in writing to drill a water well and install a “water system, or pump and tank.” The contract called for fifty percent of the contract price to be paid “when the drill rig is set up,” and the rest upon completion. Although Mr. Woodward signed a contract containing the language quoted above, the contract in evidence does not contain the signature of Ms. Taylor. Mr. Woodward also alleged that subsequent to the down payment by Ms. Taylor, he required Ms. Taylor to provide him with a “letter of guarantee” or “complete the signing of the contract to guarantee final payment” before he would proceed with the work. No guarantee was sent and the well was not drilled. Mr. Woodward filed suit in district court and prayed for enforcement of the contract.¹ In response to the petition, Ms. Taylor generally denied all of Mr. Woodward’s allegations. At the trial on the merits, she testified that she only had an oral agreement with Mr. Woodward and that she made an \$1800.00 partial payment to Mr. Woodward for the drilling of a water well. Mr. Woodward, however, never drilled the well. Eventually, she had to secure another driller.

¹ Previously, Ms. Taylor had filed a proceeding in a justice of the peace court based on essentially the same dispute and asked for the return of the down payment. In the district court, Mr. Woodward filed a motion for a trial de novo asserting that the justice of the peace rendered judgment in favor of Ms. Taylor and asking the district court to annul that judgment. The district court consolidated Mr. Woodward’s motion with the district court suit now on appeal.

After trial on the merits, the trial court found that there was not a complete meeting of the minds on the particulars of the project. The judgment ordered that Mr. Woodward return the \$1800.00 deposit, and that all materials delivered by Mr. Woodward to the Taylor site be returned to Mr. Woodward.

After a thorough review of the record, we cannot say that the trial court committed legal error or clearly erred in its credibility determinations. Thus, we find no basis for reversal. **Stobart v. State, Department of Transportation and Development**, 617 So.2d 880, 882-83 (La.1993).

For these reasons, the judgment of the trial court is affirmed by this memorandum opinion in compliance with URCA Rule 2-16.1.B. The costs of the appeal are assessed to Mr. Harold Woodward d/b/a Harold Woodward A Professional Pump & Water Well Corp.

AFFIRMED.