

Louisiana Law Review

Volume 31 | Number 2

The Work of the Louisiana Appellate Courts for the

1969-1970 Term: A Symposium

February 1971

Private Law: Security Devices

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Repository Citation

Joseph Dainow, *Private Law: Security Devices*, 31 La. L. Rev. (1971)

Available at: <https://digitalcommons.law.lsu.edu/lalrev/vol31/iss2/11>

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The court of appeal had occasion to distinguish mandate from *negotiorum gestio* in *Citizens Discount Co. v. Royal*.⁴ The owner of a damaged automobile negotiated a loan with plaintiff to pay for repairs. The owner requested that one of plaintiff's employees recommend and secure a mechanic to make the repairs. In a dispute relative to the repairs, the court properly held that the doctrine of *negotiorum gestio* was applicable only when one "undertakes, of his own accord, to manage the affairs of another" and is inapplicable when one performs at the request of another.⁵

SECURITY DEVICES

*Joseph Dainow**

Building Contract Privileges

In *McCulley v. Dublin Construction Co.*¹ the court held that there could not be a materialman's privilege in the absence of the owner's consent for the furnishing of the supplies, under the clear terms of La. R.S. 9:4801. The first part of the private building contract law in R.S. 9:4801-4805 is applicable only in the situation where a written construction contract and appropriate bond have been duly recorded,² but there is no indication that such was the situation in the present case. Having decided the appeal on this ground, the court did not consider the other contention that in the absence of a recorded contract and bond, the matter was governed by R.S. 9:4812 and that the affidavits of the claims for liens had not been timely filed. If these facts were proved (as the evidence seemed to indicate), a denial of the privilege would have been grounded on more accurate authority.³

4. 230 So.2d 857 (La. App. 4th Cir. 1970).

5. LA. CIV. CODE art. 2295.

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1. 234 So.2d 257 (La. App. 4th Cir. 1970), *cert. denied*, 236 So.2d 503 (La. 1970).

2. *Glassell, Taylor & Robinson v. Harris Associates, Inc.*, 209 La. 957, 26 So.2d 1 (1946); *State ex rel. Bagur Co. v. Christy-Ann-Lea Corp.*, 223 So.2d 421 (La. App. 1st Cir. 1969); *Picou's Builders Supply Co. v. Picou*, 161 So.2d 347 (La. App. 4th Cir. 1964); *Lawrence v. Wright*, 124 So. 697 (Orl. App. 1929).

3. *Courshon v. Mauroner-Craddock, Inc.*, 219 So.2d 258 (La. App. 1st Cir. 1968), *cert. denied*, 253 La. 760-62, 219 So.2d 778 (1969); *Cox v. Rockhold*, 128 So. 702 (La. App. 2d Cir. 1930).