

UNITED STATES COURT OF APPEALS  
For the Fifth Circuit

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No. 96-31248  
Summary Calendar

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BHNO PARTNERS, LIMITED,

Plaintiff-Appellee,

VERSUS

CANTERBURY JOINT VENTURE,

Defendant-Appellant.

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Appeal from the United States District Court  
For the Eastern District of Louisiana

(96-CV-2498)

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May 1, 1997

Before WISDOM, JOLLY, and BENAVIDES, Circuit Judges.

PER CURIAM:\*

The defendant Canterbury Joint Venture appeals the district court's determination that the plaintiff BHNO Partners is the rightful owner of all insurance proceeds paid by Allendale Insurance Mutual Corporation under coverage provided by policy number JU028 for casualty loss to certain mortgaged property.

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\*Pursuant to Local Rule 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in Local Rule 47.5.4.

After de novo review, we find that, under the unambiguous terms of the mortgage and Allendale policy, BHNO is entitled to the insurance proceeds. Canterbury's contention that *Rushing v. Dairyland Ins. Co.*<sup>1</sup> precludes BHNO from receiving the proceeds is without merit. The Louisiana Deficiency Judgment Act's underlying purpose is to protect a debtor from an over-reaching creditor.<sup>2</sup> The provisions of the Louisiana Deficiency Judgment Act and its underlying purpose are inapplicable to the instant case. BHNO is not seeking a deficiency judgment against Canterbury, but is instead seeking insurance proceeds from Allendale. BHNO is entitled. The district court's judgment is AFFIRMED.

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<sup>1</sup> 456 So.2d 599 (La. 1984).

<sup>2</sup> *First Nat. Bank of Houma v. Bailey*, 583 So.2d 559, 563 (La. App. 3 Cir. 1991).