

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT

CLAUDE COULON JUMONVILLE, ET
AL.

NO. 2013 CW 0895

VERSUS

SUNSET PETROLEUM, INC., ET
AL.

SEP 13 2013

In Re: Claude Coulon Jumonville, applying for supervisory writs, 18th Judicial District Court, Parish of Pointe Coupee, No. 44491.

BEFORE: PARRO, GUIDRY, McDONALD, HIGGINBOTHAM AND DRAKE, JJ.

WRIT GRANTED IN PART AND DENIED IN PART. We grant the writ as to that portion of the trial court's judgment dated April 24, 2013, which sustained the exceptions of prematurity filed by respondents; we reverse that part of the judgment and we render judgment denying the exceptions of prematurity. Operations under the lease terminated prior to the filing of the action. Accordingly, the trial court's finding of prematurity was manifestly erroneous. La. Code Civ. P art. 926; **LaCoste v. Pendeton Methodist Hospital, LLC**, 2007-0008 (La. 9/5/07), 966 So.2d 519. In all other respects, we deny the writ. The trial court correctly found that the notice provision of the lease between the parties requires that respondents are entitled to notice and opportunity to cure before an action can proceed. In the absence of a violation of public policy, a mineral lease constitutes the law of the parties and regulates their respective rights. La. R.S. 31:3; **B.A. Kelly Land Co., LLC v. Questar Exploration and Production, Co.**, 47,509 (La. App. 2d Cir. 11/14/12), 106 So.3d 181, writ denied, 2013-0331 (La. 4/19/13), 112 So.3d 223.

RHP
JMG
JMM

Higginbotham, J. and Drake, J., concur in part and dissent in part. We concur in the grant of the writ as to that portion of the trial court's judgment dated April 24, 2013, which sustained the exceptions of prematurity filed by respondents and which reverses that part of the judgment and renders judgment denying the exceptions of prematurity. We further concur in the denial of the writ as to that portion of the trial court's judgment dated April 24, 2013, sustaining the exceptions of want of amicable demand filed by respondents and issuing a stay as to causes of action arising out of the breach of the lease against the respondents. However, we dissent in part because we would grant the writ as to that portion of the trial court's judgment dated April 24, 2013, sustaining the exceptions of want of amicable demand filed by respondents as to causes of action arising from tort and/or property law, and issuing a stay as to those claims. We would deny the exceptions of want of amicable demand as to these causes of action and we would allow the relator to pursue any causes of action against respondents which

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do not arise out of the breach of the lease. **Broussard v. Hilcorp Energy Co.**, 2008-233 (La. App. 3d Cir. 12/10/08), 998 So.2d 946, **affirmed in part, reversed in part on other grounds and remanded**, 2009-0449 & 2009-0469 (La. 10/20/09), 24 So.3d 813.

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