

LARRY W. ANDERSON

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NO. 2007-CA-1301

VERSUS

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COURT OF APPEAL

ROY F. GUSTE, JR.

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FOURTH CIRCUIT

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STATE OF LOUISIANA

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GORBATY, J., DISSENTS, WITH REASONS.

The majority finds that no lease existed between the parties because of the absence of a term and an amount of rent. However, on the First City Court form used to initiate this proceeding, Mr. Anderson's representative indicated that Mr. Guste had failed to pay rent **pursuant to a verbal lease.**

La. Civ. Code art. 2675 provides in part that rent may consist of "services, or other performances sufficient to support an onerous contract." The agreement between the parties was for Mr. Guste to oversee the renovations of the property. In exchange for these services Mr. Guste was to receive one of the completed condominium units and a parking space. The agreement also provided that Mr. Guste would receive the above property upon completion of the renovations in the building. Therefore, in my humble opinion, a lease existed because services were being performed (rent) and the lease would terminate once the services were completed (term). Whether or not the "lease" entitled Mr. Guste to reside on the premises is not relevant to these proceedings. He had a right to occupy the premises in some capacity.

Although Mr. Guste argues that the purchase price of the property, i.e., \$450,000, is the amount that should be utilized to determine jurisdiction, I find that the "rent," i.e., the cost of the services being provided, exceeds the jurisdictional limit of First City Court.

Accordingly, I would vacate the judgment of the First City Court in its entirety.