

Louisiana Law Review

Volume 13 | Number 2

*The Work of the Louisiana Supreme Court for the
1951-1952 Term*

January 1953

Substantive Law - Private Law: Lease

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Repository Citation

J. Denson Smith, *Substantive Law - Private Law: Lease*, 13 La. L. Rev. (1953)

Available at: <https://digitalcommons.law.lsu.edu/lalrev/vol13/iss2/12>

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entitled to compensation" and making the contract of insurance a direct obligation in favor of such person. The court was undoubtedly pursuing the spirit of the law, but Justices LeBlanc and Hamiter dissented on the theory that R.S. 22:658 was not applicable to workmen's compensation insurance and that the provision in question, being penal in nature, should be strictly construed.

LEASE

*J. Denson Smith**

The court had to deal with only two cases involving leases of immovable property.¹ Both of these cases presented problems of interpretation, and in each instance the opinion was well reasoned and adequately supported by the provisions of the contract of lease.

MINERAL RIGHTS

Harriet S. Daggett†

*Taylor v. Kimbell*¹ was a suit for cancellation of a lease, the primary term of which had expired. The suit was successful, since the proof adduced convinced the court that gas could not be produced in paying quantities. Had the preponderance of evidence on this point been to the contrary and facilities for marketing gas been unavailable, then the clause of the lease pleaded by defendants for continuation of the life of the lease by payment of shut-in gas well royalties would have been availing.

In *Oil Well Supply Company v. Independent Oil Company*² Act 68 of 1942³ was held to give a furnisher of supplies a privilege upon an oil and gas lease, when the supplies in question had actually been used on the lease in connection with drilling, even though no contractual relation had been proved between the furnisher on the one hand and the owner, operator, producer or driller, on the other.

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1. *Dean v. Pisciotta*, 220 La. 725, 57 So. 2d 591 (1952); *Lorraine, Inc. v. DiMartino*, 221 La. 571, 59 So. 2d 887 (1952).

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1. 219 La. 731, 54 So. 2d 1 (1951).

2. 219 La. 936, 54 So. 2d 330 (1951).

3. La. R.S. 1950, 9:4861-4867.