Louisiana Law Review

Volume 32 | Number 2
The Work of the Louisiana Appellate Courts for the 1970-1971 Term: A Symposium
February 1972

Private Law: Mineral Rights

George W. Hardy III

bound *in solido*, the husband's partial payment did not constitute an interruption as against the wife. In addition to the issue of interruption of prescription and the applicability of special rules of the Negotiable Instruments Law, there may also be an issue of suretyship involved in this kind of a situation; a rehearing or a review might have cleared up some questions.

General Matters

In *Hayes v. Muller*[13] there is an interesting and useful discussion leading to the conclusion that liberative prescription runs against the claimant's "action" and not against the "cause of action." This is related to another question as to whether liberative prescription "extinguishes" or merely "bars" the debtor's obligation.[14] In the principal case, the court held that the earlier lawsuit was based on the same cause of action and interrupted prescription even though different relief was demanded in the later suit which had been instituted more than ten years after the transaction between the parties.

In *Leach v. Leach*[15] there is the statement that an earlier case held "the acknowledgement of an indebtedness evidenced by a judgment does not revive the judgment but merely interrupts prescription on the debt,"[16] and taken out of context this is given as one of the headnotes at the beginning of the report despite the assertion on the same page of the opinion that the debt ceases to exist when it is merged in the judgment.

MINERAL RIGHTS

*George W. Hardy, III**

MINERAL SERVITUDES

There were two cases decided during the 1970-71 term involving questions of prescription of mineral servitudes. The

13. 243 So.2d 830 (La. App. 3d Cir. 1971), *writ refused*, 258 La. 215, 245 So.2d 411.

14. LA. CIV. CODE art. 1758: "Natural obligations are of four kinds:

. . . .

"3. When the action is barred by prescription, a natural obligation still subsists, although the civil obligation is extinguished."

15. 238 So.2d 26 (La. App. 1st Cir. 1970).

16. *Id.* at 29.

* Professor of Law, Louisiana State University.

first of these, *Hanszen v. Cocke*[1] involved a mineral servitude created in 1935 in favor of plaintiffs' ancestor in title. At the time of creation of the servitude interest in question, the property burdened by it was already subject to a mineral lease. No operations were conducted on the servitude tract or acreage unitized with it until 1947, and production was not obtained until 1951. The lease of the servitude tract was released as to twenty-five acres of the approximately two hundred acres burdened by the servitude in 1938. In 1940, after expiration of the primary term and while the lease was being maintained by production from other lands covered thereby, the landowner filed suit claiming that the lease had expired. It took in excess of three years to dispose of that litigation.

Plaintiffs in the instant case contended that the filing of the suit by the landowner, contesting the validity of the lease covering the servitude tract and other lands, constituted an obstacle to the running of prescription under article 792 of the Civil Code. If plaintiffs had been successful in establishing their position, prescription would have thereby been suspended for a sufficient length of time to have permitted the drilling operations in 1947 to interrupt prescription and subsequent production in 1951 to have further interrupted prescription until 1961 when production ceased.

The court, affirming the decision of the district court, rejected plaintiffs' argument. Conceding for the sake of argument only that another result might have followed if the entire servitude tract had been subject to the lease at the time the landowner filed the suit contesting its validity, the court held that since a twenty-five acre portion of the tract was not subject to the lease and could have been utilized by the servitude owner at any time during the prescriptive period, there was in fact no obstacle as contemplated by article 792. In so doing, the court took note of the opinion by the court of appeal in *Mire v. Hawkins*,[2] distinguishing the earlier holding of the Louisiana Supreme Court in *Boddie v. Drewett*[3] on the ground that the entirety of the servitude tract there in question had not been included in the unit or units established by the Commissioner of Conservation and could thus have been utilized by the servitude

1. 246 So.2d 200 (La. App. 1st Cir. 1971).
2. 177 So.2d 795 (La. App. 1st Cir. 1965).
3. 229 La. 1017, 87 So.2d 516 (1956).

owner, thus allowing circumvention of the holding in *Boddie v. Drewett*[4] that inclusion of the entirety of the servitude tract within a drilling unit constituted an obstacle to the accrual of prescription. The appellate opinion in *Mire* and the earlier decision in *Boddie* were, of course, reversed by the supreme court on writs in *Mire v. Hawkins*.[5] However, the court of appeal in the instant case felt that the reasoning of the Third Circuit Court of Appeal in *Mire* was persuasive on the point that, as the servitude owner could exercise his rights on a portion of the tract, no obstacle within the meaning of article 792 could be found to exist.

The analysis of this point by the court, quoting the opinion of the district judge, appears sound. Considering the fact that the events in question took place some thirty to thirty-five years ago, it seems that the claimants of the mineral servitude interest had only lately become concerned about holding onto or reviving their rights.

The second case of the recent term involving prescription of mineral servitudes is *Baker v. Chevron Oil Co.*,[6] in which the tract subject to plaintiffs' servitude was in the process of being included in a voluntary unit at the time the prescriptive date passed. The unit well was on land other than the servitude tract, and was completed as a producer on January 6, 1966. It was obvious that, as the well was a gas well, unitization would be necessary. One of the tracts to be included within the unit was a small tract belonging to the Lincoln Parish School Board. Plaintiffs' lessee proceeded to go through the necessary administrative processes, including advertisement for bids, consent of the school board, and approval by the State Mineral Board, to include the school board tract in the unit. This process was completed on March 4, 1966, approximately three and one-half weeks prior to the prescriptive date on March 29. On March 4, plaintiffs' lessee drew up a unit declaration and proceeded to circulate it to the necessary operating parties in the unit. However, signatures were not obtained from two of the other operating parties until April 1966, and the unit declaration was not filed of record until May 9, 1966.

The theory upon which plaintiffs' attorneys relied is some-

4. *Id.*
5. 249 La. 278, 186 So.2d 591 (1966).
6. 245 So.2d 457 (La. App. 2d Cir. 1971).

what difficult to discern. However, it was argued that prescription should be considered to have been interrupted on the date the unit declaration was drawn up by plaintiffs' lessee. The court, conceding that voluntary pooling clauses are legal and that, as urged under article 1901 of the Civil Code, agreements "legally entered into have the effect of laws on those who have formed them," nevertheless held that the precise issue was when the unitization declaration was executed and became effective. It was clear from the record that the necessary executions were not obtained until after the prescriptive date of plaintiffs' servitude, and that the unit declaration did not become effective until some five or six weeks after that point in time. Thus, the court had no difficulty in concluding, and correctly so, that plaintiffs' servitude had expired.

MINERAL ROYALTIES

A rather important decision in the field of mineral royalties, but one which could have probably been forecast from prior jurisprudence,[7] is found in *Exchange Oil & Gas Co. v. Foster.*[8] The suit in question was a concursus proceeding provoked by plaintiff. The issue was the same as that presented concerning mineral servitudes in *Trunkline Gas Co. v. Steen,*[9] that is, whether production from a unit well located on a tract subject to a royalty interrupts prescription as to the remainder of the royalty tract located outside the boundaries of the unit established by order of the Commissioner of Conservation. The court of appeal engaged in an extended review of prior jurisprudence in the entire area of use by unit operations. Ultimately, however, the court concluded that the decision in *Trunkline* was dispositive of the case before it and held that where production interrupting prescription as to the royalty was from a well situated on the royalty tract, prescription was interrupted as to the entirety of the tract even though the unit served by the well located thereon included only a portion of the tract. This result is unquestionably correct. As suggested by Judge Sartain's concurring opinion, the *Trunkline* decision and perhaps the decision of the court in this case reflect "the final step in the move-

7. Frey v. Miller, 165 So.2d 43 (La. App. 3d Cir. 1964); *cf.* Trunkline Gas. Co. v. Steen, 249 La. 520, 187 So.2d 720 (1966).
8. 237 So.2d 904 (La. App. 1st Cir. 1970).
9. 249 La. 520, 187 So.2d 720 (1966).

ment away from the 'division theories,' "[10] of earlier cases. Judge Sartain takes issue with certain interpretations by the majority of *Crown Central Petroleum Corp. v. Barrouse*[11] and *Trunkline.* Neither the author's available time nor space in this publication permit a full analysis of the majority opinion and Judge Sartain's objection to it. It is enough to say at this point that the result reached is in keeping with the *Trunkline* decision and at least maintains uniformity in the decisions concerning the effect of compulsory unitization on servitudes and royalties. This author has previously criticized the existent disharmony between the cases involving compulsory unitization as compared with those involving voluntary unitization.[12]

MINERAL LEASES

Express Clauses

Commencement of Operations

In *Breaux v. Apache Oil Corp.*[13] plaintiffs sought to have the court declare that a mineral lease had expired by its own terms for failure of the lessee to commence operations for the drilling of a well or to pay delay rentals within the specified time. On appeal from the granting of a motion for summary judgment by the district court in favor of defendants, the court of appeal affirmed. Approximately two and one-half weeks prior to the anniversary date of the lease in question, a unitization order was issued by the Commissioner of Conservation establishing a unit including a portion of the land under lease from plaintiffs to defendants. Five days before the anniversary date in question, the commissioner's order was amended, changing the location of the unit well. Two days before the anniversary date defendants commenced building a board road and turn-around to the well location. Construction of the road and turn-around was completed on the anniversary date. It was disputed whether drilling equipment was moved onto the site on that date or subsequently.

The lease in question provided that the lease would termi-

10. 237 So.2d 904, 915 (La. App. 1st Cir. 1970).
11. 238 La. 1013, 117 So.2d 575 (1960).
12. *See, e.g.*, Hardy, *Ruminations on the Effect of Conservation Laws and Practices on the Louisiana Mineral Servitude and Mineral Royalty*, 25 LA. L. REV. 824 (1965).
13. 240 So.2d 589 (La. App. 3d Cir. 1970).

nate on the anniversary date in question unless, on or before that date, lessee either commenced "operations for the drilling of a well on the land, or on acreage pooled therewith," or paid the stipulated delay rental. The court, citing *Hilliard v. Franzheim*,[14] reasonably construed the activties in question as being sufficient to constitute a commencement of "operations for the drilling of a well." This case affords an interesting comparison with the decision in *Wehran v. Helis*,[15] not mentioned in *Breaux*, in which it was held that use of a dredge on a well site to prepare it for reception of a drilling barge was insufficient to preserve the lease there in question. However, the lease in the *Wehran* case provided that "operations hereunder shall be deemed to be commenced when the first material is placed on the ground."[16] The court there construed the term "material" as meaning material to be used in the drilling of the well. Apparently the lease in the *Breaux* case did not contain the same provision, thus affording a legitimate basis for distinction of the two cases.

Payment of Rent—Default

Construction of a gravel lease was required in *Dietrich v. Davis*.[17] In contrast to the normal oil and gas lease form, the gravel lease there in question provided that if rental payments were not timely made, the lease would not expire unless lessor notified lessee by registered mail and allowed ten days from the date of delivery of that notice for the lessee to remedy the default and make the payment. A rental date passed, and plaintiffs, who had acquired a portion of the property subject to the lease from the original lessor, wrote to the lessee by ordinary mail asserting that the lease had terminated and asking for the return of gate keys. Citing articles 1901 and 1945 of the Louisiana Civil Code concerning the binding effect of agreements and rules of construction and supporting jurisprudence, the court properly held that the lease had not expired. The letter dispatched by lessors was not by registered mail as required by the lease, nor was it a demand for payment; it was merely an assertion that the lease had expired.

This case is an apt illustration of the fact that the provisions of the ordinary oil, gas, and mineral lease regarding automatic

14. 180 So.2d 746 (La. App. 3d Cir. 1965).
15. 152 So.2d 220 (La. App. 4th Cir. 1963).
16. *Id.* at 224.
17. 246 So.2d 710 (La. App. 2d Cir. 1971).

termination for failure to pay rentals represent the consensus of the parties in structuring that particular type of contract and not any legal requirement. The oil and gas lease has evolved with the provision for automatic termination, an express resolutory condition, because those in the industry generally do not wish to become bound to an alternative obligation either to drill a well or to pay delay rentals. It is the desire of operators to have an option to maintain the lease without any required economic commitment either in the form of the outlay for drilling a well or payment of rentals. However, as illustrated by the gravel lease contract in question in the *Dietrich* case, such agreements could be structured differently and it could certainly be required that in the event of nonperformance the contract would not terminate unless the lessee is properly placed in default by the lessor.

Releases

The circumstances of *Humble Oil & Refining Co. v. Chappuis*[18] represent the constant, nightmarish specter which must follow many operators, and more particularly their clerical personnel in either land or production departments—the release of a producing lease. The lease in question in this case was being maintained by three producing units, one of which ceased production. The lease provided that if production ceased and was not restored, or drilling or reworking operations commenced within ninety days thereafter, the lease would terminate as to that portion which had ceased producing. The lessor made a demand on Humble based upon the cessation of production of one of the three units for a release sufficient to obtain cancellation from the public records in accordance with R.S. 30:102. The request was forwarded by Humble's Lafayette office to its lease records and rentals section in New Orleans, which prepared a release of approximately twenty seven leases including the entirety of the lease in question and the entirety of all of the other leases in the two remaining producing units involved in this case. Shortly thereafter, Humble discovered the error. Corrective instruments were prepared and signed by all of the lessors except defendant in this case. The established value of the two remaining producing wells was $1,792,527.00. Therefore, the matter was of some concern to Humble.

18. 239 So.2d 400 (La. App. 3d Cir. 1970).

The error in question resulted from the compounding of an erroneous entry on Humble's lease records of a symbol normally indicating expiration of a lease in its entirety. It was contended by Humble that the release was ultimately executed by the assistant supervisor of its lease records and rentals section in error and that the error was sufficient to rescind the release. Defendant-lessor argued that the instrument was executed through negligence, warranting application of cases holding that a party cannot rescind an instrument which he has negligently executed. The court, citing article 1797 of the Civil Code postulating consent as a requisite of a valid contract and articles 1819, 1820, 1823, and 1825 concerning error as vitiating consent, together with supporting jurisprudence, held that the release had been executed in error as contemplated by law. Judge Frugé dissented. The application for rehearing was heard *en banc* with Judges Frugé and Miller voting for the grant of a rehearing.

The holding of the court in this case is a reasonable recognition of the immensity of the task of oil companies, particularly major companies, in maintaining records and evolving efficient clerical systems which will protect vast investments. In this case, it seems completely reasonable to protect an operator against the kind of error involved and the kind of loss which might have resulted. There is, perhaps, some merit to defendant's position that there was actually no error, as contemplated by the Civil Code as vitiating consent, but mere negligence. However, considering the personality of the individual clerk in this case as compared with the corporate personality which actually performed the juridical act, there can be little doubt that in terms of Humble's corporate personality, there was error as to a principal cause for execution of the release and that, acting as a corporate entity, the release would not have been given but for this error. Regardless of the technical arguments and analysis involved, the decision accomplishes equity. It was admitted by defendant that request for the release was a request for a release only of the unit acreage which had ceased production. To have given the lessor the benefit of such a windfall clearly would not have comported with ordinary concepts of fairness.

Implied Obligations

The decision in *Baker v. Chevron Oil Co.*,[19] discussed above

19. 245 So.2d 457 (La. App. 2d Cir. 1971).

insofar as it involved the question of prescription of the mineral servitude, also had a sidelight bearing on the matter of implied obligations. As set forth above, plaintiffs were complaining because the prescriptive date of their mineral servitude had passed while Chevron was in the process of unitizing the servitude tract with a gas well completed by it on neighboring lands. The court had no trouble in holding that, as the unitization was not completed until after the prescriptive date, the servitude had expired. Plaintiffs claimed in the alternative that Chevron should be responsible in damages for failure to complete the unitization prior to the prescriptive date. When it became obvious that the unitization would not be completed by the prescriptive date, Chevron had obtained a top lease from the landowner and was thus protected in the matter. The court denied the plaintiffs' claim for damages, finding that Chevron had exercised diligence in processing the unitization and that the servitude expired without negligence of any kind on Chevron's part.

This alternative argument gives a new dimension to the recently evolved idea that the lessee may be under a duty to the lessor to unitize.[20] There is room in the decision of this case for an inference that had the expiration of the plaintiff's servitude resulted from lack of due diligence on the part of Chevron, the claim for damages might have been sustained. To this writer, the inference is appropriate. It is hornbook law that the lessee is under a duty to administer the lease for the mutual benefit of lessor and lessee.[21] Article 2710 of the Code requires that a lessee use the thing leased as a "good administrator." For a lessee to use less than all due diligence to secure unitization when the very existence of the thing subject to the lease is threatened is clearly not the conduct of a "good administrator." As a practical matter, recognition of the duty to exercise due diligence in circumstances of this kind would inhibit collusive conduct between the lessee and a landowner, a proper goal. In the instant case, it seems rather clear that Chevron did process the unitization continuously and diligently and that it only sought a lease from the landowner when it became clear that the unitization could not be accomplished prior to the prescriptive date of the servi-

20. Williams v. Humble Oil & Ref. Co., 290 F. Supp. 408 (E.D. La. 1968), *aff'd*, 432 F.2d 165 (5th Cir. 1970).

21. *E.g.*, Brewster v. Lanyon Zinc Co., 140 F. 801 (8th Cir. 1905), which is quoted with favor in the Louisiana jurisprudence. *See, e.g.*, Caddo Oil & Mining Co. v. Producers Oil Co., 134 La. 701, 64 So. 684 (1914).

tude involved. Under these circumstances, Chevron cannot be faulted for acting in its own, legitimate self-interest. However, had there been evidence of lack of diligence, an award of damages would have been proper.

Working Interest Transactions

Overriding Royalties

The decision in the recent case titled *Fontenot v. Sun Oil Co.*[22] is an outgrowth of earlier litigation resulting in the partial cancellation of a lease for nonpayment of production royalties.[23] In the earlier litigation, the district court had ordered cancellation of the lease in its entirety. Among the defendants were three overriding royalty owners who did not appeal from the judgment of the lower court. The court of appeal modified the judgment of the district court by decreeing partial cancellation of the lease and denying plaintiff's claim for attorneys' fees, which had been sustained in the lower court.

Subsequently, the parties fell into dispute over the effect of the failure of the defendant-owners of the overriding royalties in question to appeal from the judgment of the district court. It was contended by plaintiff-lessor that, as defendants had not appealed, the judgment was binding and the amount attributable to the overriding royalties should inure to plaintiff's benefit. On the other hand, it was contended by the defendants that under the circumstances an appeal by the mineral lessee, the holder of the principal or underlying right, preserved the accessory rights of the overriding royalty owners. Plaintiff contended that under articles 641 and 642 of the Code of Civil Procedure the defendant-overriding royalty owners were indispensable parties and that, therefore, the judgment of the district court was res judicata as to them. Defendant relied upon two cases as presenting an exception to this normal rule.[24] One of these, *Jackson v. Gulf Refining Co.*,[25] was considered by the court to be "on all fours in principle" with the case at bar. In that case the judgment of the lower court recognized the claims of plaintiffs as landowners. Among the defendants, in addition to an adverse claimant of the

22. 257 La. 642, 243 So. 2d 783 (1971).

23. Fontenot v. Sunray Mid-Continent Oil Co., 197 So.2d 715 (La. App. 3d Cir. 1967).

24. Arkansas Fuel Oil Co. v. Gary, 227 La. 524, 79 So.2d 869 (1955); Jackson v. Gulf Ref. Co., 201 La. 721, 10 So.2d 593 (1942).

25. 201 La. 721, 10 So.2d 593 (1942).

land itself, were two mineral owners claiming under that adverse claimant. The two mineral owners failed to appeal the judgment of the lower court, which was reversed, recognizing the claim of defendant to the land. Plaintiffs subsequently sought by separate suit to have the judgment of the lower court in the first action as to the mineral owners recognized and enforced. The court refused to sustain the position of plaintiffs.

It is noteworthy that Justice Summers and Barham dissented in the *Fontenot* case, with Justice Tate being recused because of participation in the decision by the court of appeal in the same case. Despite the dissents, however, the decision in this instance seems correct. If the claim of the holder of the principal, underlying right is sustained in whole or in part, those with rights derivative from him should benefit by that judgment. Even if the defendant-overriding royalty owners had been regarded as bound by the judgment of the district court, the fact that the position of the lessee was upheld in whole or in part on appeal could be interpreted as meaning that to whatever extent the lessee still owns the working interest, this carries with it the entirety of the working interest, including the share of production attributable to the overrides. Therefore, even if the overriding royalty interests were viewed as being affected by the lower court judgment, the result would be that the economic benefit represented by those interests is restored to the working interest and not to the lessor's royalty interest. Thus, if the lessee is willing to allow the overriding royalties to remain in effect, it is not a matter in which the lessor has any interest.

It should be noted, however, that this case apparently involved what are known as "carved out" overriding royalty interests and not a retained overriding royalty. The difference would be critical under Louisiana law. In Louisiana, a mineral lessee who conveys his working interest and retains an overriding royalty is viewed as having executed a sublease.[26] In such a situation, the prime lessor cannot sue the sublessee directly.[27] Therefore, if a suit is properly brought against the original lessee-sublessor who holds only an overriding royalty, his failure to appeal the judgment cancelling the lease would result in the extinction not only of his overriding royalty interest, but those of all persons holding derivative interests in the

26. *See, e.g.*, Smith v. Sun Oil Co., 165 La. 907, 116 So. 379 (1928).
27. Broussard v. Hassie Hunt Trust, 231 La. 474, 91 So.2d 762 (1956).

way of carved out overriding royalties from him as well as the interest of his sublessee and all of those holding interests derivative from him.

Farm-out Agreements

Evangeline Drilling Co. v. Lawrence[28] is another illustration of the perils of "not having it in writing" in Louisiana. Evangeline Drilling Co. had obtained farm-out agreements from defendant Lawrence, who in turn had obtained farm-outs from others on the affected acreage. Under the agreement between Evangeline and Lawrence, Evangeline was to receive a one-half interest in the acreage in question in return for an obligation well. Evangeline had made contracts with two other companies in which it agreed to give a portion of any interest earned by Evangeline as consideration for equipment leases. The answer of defendant Lawrence revealed that the agreement between him and Evangeline was confected at the direction of Thompson and Snodgrass who actually had been offered the farm-outs and had accepted, agreeing to pay one-half of the drilling costs. The contract, Lawrence maintained, was executed with Evangeline at the direction of Thompson and Snodgrass, Evangeline being their nominee.

Apparently Evangeline fell upon hard times economically. Thompson and Snodgrass arranged a substantial bank loan which they guaranteed in order to permit Evangeline to complete drilling operations under the farm-out agreements. In view of these financial difficulties and the favor of Thompson and Snodgrass, Evangeline apparently agreed to surrender the original farm-out agreements which it held from Lawrence. As is often the case in transactions of this kind, the parties apparently contemplated that Evangeline's interest would be renegotiated, taking into account the fact that Thompson and Snodgrass had succeeded in bailing Evangeline out of its economic difficulties. Accordingly, Evangeline surrendered the original agreements to Lawrence for destruction. Therein lay its error. When the farm-out agreements were reissued by Lawrence, they were made in favor of Thompson and Snodgrass.

The litigation under discussion was a suit for specific performance by Evangeline against Lawrence based on the original,

28. 243 So.2d 898 (La. App. 3d Cir. 1971).

now destroyed, farm-out agreements. The court held that under article 2199 of the Civil Code a tacit remission of debt had occurred when the creditor, Evangeline, voluntarily surrendered to its debtor, Lawrence, the original title under private signature which established the obligation. The opinion does not reveal whether Evangeline was ever successful in negotiating any other interest in accordance with what apparently was the informal agreement between it and Thompson and Snodgrass. If no such negotiation occurred, the end result of the transaction was unfortunate indeed for Evangeline. It had drilled two wells, leased some equipment, and signed a note for $75,000.00. Under the law of Louisiana, as set forth by the court, the original agreements between Lawrence and Evangeline could not be enforced. Nor is it possible to enforce any informal, unwritten agreement between Evangeline on one hand and Thompson and Snodgrass on the other by which Evangeline can obtain an interest in the properties in question. The only possible remedy left would be on some quasi-contractual basis for the value of the services rendered in drilling the wells. This is small shrift indeed when the parties began by looking toward an interest for Evangeline in potential producing properties. The moral is clear, at least for Louisianians dealing in the oil and gas world. That is, a handshake and a smile are no substitute for a written, signed agreement.

Conservation

There is another noteworthy aspect to *Breaux v. Apache Oil Corp.*[29] As discussed above, a portion of the lease premises there involved was included in a unit. The order was amended, altering the drill site, and operations for the drilling of the well were commenced shortly before the rental date of the lease there in dispute. In addition to urging that the lease had expired for failure to commence operations prior to the rental date, the lessor urged that the amendment of the order without notice and hearing was improper. In line with prior jurisprudence,[30] the court held that this was an attempt to make a collateral attack on the order of the commissioner. Orders of the commissioner can only be attacked under R.S. 30:12 by direct suit in the district court for East Baton Rouge Parish. This is unquestionably a correct interpretation.

29. 240 So.2d 589 (La. App. 3d Cir. 1970).
30. *E.g.*, Vincent v. Hunt, 221 So.2d 577 (La. App. 3d Cir. 1969).