SAPPHIRE LAND CO., L.L.C. : NUMBER: 547,511-B

VERSUS : FIRST JUDICIAL DISTRICT COURT

CHESAPEAKE LOUISIANA, : CADDO PARISH, LOUISIANA

L.P., ET AL

 **JUDGMENT ON PLAINTIFF’S**

 **MOTION FOR SUMMARY JUDGMENT**

Having thoroughly considered the Motion for Summary Judgment filed August 15, 2011 by Sapphire Land Company, L.L.C., its 32 exhibits and memoranda; the opposition memoranda filed November 28, 2011 by Defendant Parish of Caddo; the opposition memoranda filed November 29, 2011 by Defendants Chesapeake Louisiana, L.P. and Chesapeake Operating, Inc. and its 7 exhibits; the memorandum of authorities filed December 5, 2011 and January 17, 2012 by the plaintiff, the post hearing opposition brief filed January 13 by defendants; oral arguments of December 5, 2011, applicable law and for reasons assigned[[1]](#footnote-1), the Court concludes that the Motion for Summary Judgment should be denied at plaintiff’s costs.

IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment filed August 15, 2011 by Sapphire Land Company, L.L.C. is denied at its costs.

Signed this 23rd day of April in Shreveport, Caddo Parish, Louisiana.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SCOTT J. CRICHTON

 DISTRICT JUDGE

DISTRIBUTION:

David M. Touchstone, Counsel for Sapphire Land Company, L.L.C.

Donna Y. Frazier, Counsel for Parish of Caddo

Michael B. Donald, Counsel for Chesapeake Louisiana, L.P. and

Chesapeake Operating, Inc.

1. By its Motion for Summary Judgment, Sapphire Land Company, L.L.C. alleges that the mineral lease at issue granted by the Parish of Caddo should be deemed an absolute nullity and that there should be a monetary summary judgment rendered against the Parish, and the Chesapeake defendants with attorneys’ fees and legal interest. Because the Court is of the opinion that the plaintiff Sapphire, referenced by Chesapeake as “an interloping company” mistakenly relies on inapplicable law, R.S. 47:2231-34 and Louisiana Mineral Code R.S. 31:117, it is obviously not entitled to summary judgment. Moreover, it is clear that Sapphire, which obtained certain rights through quit claim and redemption, took the property “subject to all restrictions, right of way grants and servitudes of public record.” See exhibits P-12 – P-15 and the rationale of Sparks v. United Title and Abstract, LLC, No. 45,766 (La. App. 2 Cir. 12/15/10), 56 So. 3d 302. There are issues of material fact, and, certainly, Sapphire is not entitled to summary judgment as a matter of law. [↑](#footnote-ref-1)