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SUPREME COURT OF LOUISIANA

NO. 2006-C-0047

KENNETH AND DONNA BARNHILL, ET AL.

VERSUS

**REMINGTON OIL AND GAS CORPORATION, CEDAR BAYOU, L.L.C.
AND KENNETH M. CARTER, INDIVIDUALLY**

**ON WRIT OF CERTIORARI TO THE COURT OF APPEAL
FOURTH CIRCUIT, PARISH OF ORLEANS**

Per curiam

Writ granted. The judgments of the district court and court of appeal are reversed. Their rulings granting the exception of no cause of action filed by the defendant are incorrect. Plaintiffs’ petition adequately asserts a cause of action. In their petition, plaintiffs assert that defendants Cedar Bayou and Kenneth Carter led them to believe that their right of first refusal was being preserved and remained in full force and effect, thus, indicating that the defendants assumed in the credit sale and assignment of leases, the vendor’s obligation including the lessor/vendor’s extension of a right of first refusal. Further, once an exception of no cause of action is granted, the plaintiff should be afforded an opportunity to amend the pleadings within the delays allowed by the court. *See* La. Code C. Pro. art. 934. This case is remanded to the district court for further proceedings.