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SUPREME COURT OF LOUISIANA

No. 2014-C-2572

GLOBAL MARKETING SOLUTIONS, L.L.C.

VERSUS

BLUE MILL FARMS, INC., ET AL.

**ON WRIT OF CERTIORARI TO THE COURT OF APPEAL,
FIRST CIRCUIT, PARISH OF WEST BATON ROUGE**

CRICHTON, J., additionally concurs and assigns reasons:

I concur in the denial of this writ application. Under the “subsequent purchaser rule” articulated in *Eagle Pipe & Supply Inc. v. Amerada Hess Corp.*, 2010-2267 (La. 10/25/11), 79 So. 3d 246, “an owner of property has no right or actual interest in recovering from a third party for damage which was inflicted on the property before his purchase, in the absence of an assignment or subrogation of the rights belonging to the owner of the property when the damage was inflicted.” *Eagle Pipe*, 2010-2267, p.8, 79 So. 3d at 256-57.¹ Because there is no such assignment or subrogation here, I agree with the decision of the court of appeal.

¹ The analysis is similar in the Mineral Code context. *See* La. R.S. 31:16 cmt. (“Not all obligations created by the lease are binding on a subsequent owner of the land.”). Because a mineral right is a limited personal servitude, it does not pass with the property, and the subsequent landowner must have “privity of contract, assignment of rights, or be a beneficiary of a stipulation *pour autrui*” to sue. *Frank C. Minvielle LLC v. IMC Global Operations Inc.*, 380 F. Supp. 2d 755, 776 (W.D. La. 2004). The applicant does not have privity with the mineral lessees or an assignment of the right to sue, and is not a beneficiary of a stipulation *pour autrui*. As such, its argument seeking review on this ground is without merit.