UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF LOUISIANA, SHREVEPORT DIVISION

Louisiana Minerals Ltd v. Weyerhaeuser Co

Louisiana Minerals Ltd. v. Weyerhaeuser Co., Civil Action No. 22-145 (W.D. La. Mar. 31, 2026) · No. 5:22-cv-00145 · Decided March 31, 2026

SUMMARY

This is a United States District Court opinion addressing a contract dispute over 99-year Timber Sale and Lease Contracts governing timber operations and reserved mineral rights in Louisiana. The court analyzes whether Weyerhaeuser could enter into agreements with mineral operators and charge amounts exceeding the contractually specified compensation for surface use and damages. The opinion contains findings of fact and conclusions of law following a five-day bench trial.

CASE DETAILS

COURT	United States District Court for the Western District of Louisiana, Shreveport Division
WRITING FOR THE COURT	Jerry Edwards, Jr.
JURISDICTION	United States District Court for the Western District of Louisiana, Shreveport Division
DECIDED	March 31, 2026
DOCKET	5:22-cv-00145
DISPOSITION	other
PROCEDURAL POSTURE	Following a five-day bench trial in a diversity contract action, the district court issued findings of fact and conclusions of law resolving the parties' contractual and declaratory-judgment claims.
STANDARD OF REVIEW	The court acted as the trier of fact after a bench trial and resolved the contractual issues by interpreting the written agreement under Louisiana law. The opinion does not state a separate appellate standard of review.
PRECEDENTIAL VALUE	Unpublished federal district court opinion; persuasive authority only and not binding precedent outside the case.
PARTIES	Louisiana Minerals, Ltd. v. Weyerhaeuser Company

TOPICS

contract interpretation · breach of contract · mineral rights · oil and gas · declaratory judgment

PRACTICE AREAS

contract law · oil and gas · mineral rights · real estate · declaratory relief · commercial litigation

QUESTIONS PRESENTED

1. Whether the Timber Contract gave Louisiana Minerals the exclusive right to enter into agreements necessary and incidental to the exploration for and production of minerals originating from the property.
2. Whether Weyerhaeuser could enter agreements with third parties concerning damages to its surface and timber interests without acquiring authority to authorize mineral exploration or production.
3. Whether Weyerhaeuser's charges for surface access and damages exceeded the compensation permitted by Article 7 of the Timber Contract.
4. Whether Weyerhaeuser could negotiate additional access fees with Louisiana Minerals' mineral lessees.
5. Whether the Timber Contract permitted Weyerhaeuser to enter surface-use agreements for pipelines transporting minerals or substances originating elsewhere.
6. Whether Louisiana Minerals established recoverable damages for Weyerhaeuser's contractual violations.
7. Whether an actual controversy existed supporting declaratory relief and whether either party was entitled to attorneys' fees and costs.

HOLDINGS

1. Louisiana Minerals has the exclusive and sole right to grant mineral leases and other agreements necessary and incidental to the exploration for and production of minerals originating from the property. Weyerhaeuser cannot authorize or purport to grant access to third parties for those mineral activities.
2. Weyerhaeuser may enter agreements with third parties concerning compensation for damage to its property interests caused by mineral operations, but those agreements may not authorize mineral exploration or production or impose contractual rights beyond Weyerhaeuser's interest.
3. For Louisiana Minerals' exercise of its reserved mineral rights, Weyerhaeuser's compensation is limited to the Timber Contract's Article 7 formula: fair market value of damaged or taken timber and $60 per surface acre per year, adjusted for changes in the Consumer Price Index.
4. Weyerhaeuser may not negotiate additional access fees with Louisiana Minerals' mineral lessees for access to the property in connection with the exercise of Louisiana Minerals' mineral rights, although the lessees must provide the notice required by Article 7(C).
5. The Timber Contract does not restrict Weyerhaeuser from entering surface-use agreements for pipelines carrying minerals or other substances across the property when those pipelines do not transport or produce minerals originating from the property or land unitized with it.
6. Louisiana Minerals was not entitled to monetary damages because it failed to prove that Weyerhaeuser's excessive charges or prepayment practices caused a lost business opportunity, lost compensation, or other recoverable loss connected to specific leases or agreements.

7. A substantial and sufficiently immediate controversy existed concerning the parties' ongoing rights under the Timber Contract, so declaratory relief was proper in part.
8. Neither party was entitled to attorneys' fees or costs under the Timber Contract because neither was the prevailing party: Louisiana Minerals obtained declaratory relief but failed on its damages claim, while Weyerhaeuser avoided monetary liability but was found to have violated the contract.

KEY QUOTATIONS

> *"Because Weyerhaeuser can grant no rights greater than what it possesses, Weyerhaeuser does not have the right to authorize or purport to grant access to third parties exploring for or producing minerals on the Property."* (Conclusions of Law I.B.5)

> *"Weyerhaeuser may not negotiate additional fees for LML's mineral lessees to access the Property; although LML's mineral lessees must give Weyerhaeuser notice of their operations in accordance with Article 7(C)."* (Declaratory Judgment II.5)

> *"IT IS ORDERED that Louisiana Minerals, Ltd.'s breach of contract claim is DISMISSED WITH PREJUDICE. IT IS FURTHER ORDERED that Louisiana Minerals, Ltd.'s request for declaratory judgment is GRANTED IN PART as set forth above. IT IS FURTHER ORDERED that Louisiana Minerals, Ltd.'s and Weyerhaeuser Company's requests for attorneys' fees and costs are DENIED."* (Conclusion)

FACTUAL BACKGROUND

The parties' predecessors executed 99-year Timber Sale and Lease Contracts in 1986 covering approximately 200,000 acres in north Louisiana. Louisiana Minerals succeeded to the grantor's interest and separately owned the minerals, while Weyerhaeuser succeeded to the grantee's interest and conducted timber operations on the property. The contracts reserved mineral-development rights to Louisiana Minerals, required compensation to Weyerhaeuser for timber damage and surface use at a CPI-adjusted rate of $60 per acre, and permitted Weyerhaeuser to use, assign, or sublease its surface rights. For years Weyerhaeuser entered agreements with mineral operators and charged amounts exceeding the contractual compensation formula, including lump-sum charges for surface access and damages.

PROCEDURAL HISTORY

Louisiana Minerals, Ltd. sued Weyerhaeuser Company for breach of a series of 99-year Timber Sale and Lease Contracts, seeking damages, declaratory relief, and attorneys' fees. After a five-day bench trial, the court dismissed the breach-of-contract claim with prejudice, granted declaratory relief in part, and denied both parties' requests for attorneys' fees and costs.

DISPOSITION

other

CASES CITED

- 1100 South Jefferson Davis Parkway, LLC v. Williams, 165 So. 3d 1211, 1216 (La. App. 4 Cir. 2015)

- Carriere v. Bank of Louisiana, 702 So. 2d 648, 666 (La. 1996)
- Louisiana Machinery Co., LLC v. Bihm Equipment Co., 329 So. 3d 317, 321 (La. App. 1 Cir. 2021)
- Stephenson v. Petrohawk Properties, L.P., 37 So. 3d 1145, 1148 (La. App. 2 Cir. 2010)
- Village Shopping Center Partnership v. Kimble Development, LLC, 271 So. 3d 376, 382 (La. App. 5 Cir. 2019)
- Hoover Tree Farm, L.L.C. v. Goodrich Petroleum Co., L.L.C., 63 So. 3d 159, 168 (La. App. 2 Cir. 2011)
- Metro Riverboat Associates, Inc. v. Bally's Louisiana, Inc., 706 So. 2d 553, 557-58 (La. App. 4 Cir. 1998)
- John Bailey Contractor, Inc. v. State, 439 So. 2d 1055, 1058 (La. 1983)
- IP Timberlands Operating Co., Ltd. v. Denmiss Corp., 657 So. 2d 282, 294, 298, 300 (La. App. 1 Cir. 1995)
- J. Fleet Oil & Gas Corp., L.L.C. v. Chesapeake Louisiana, L.P., 2018 WL 1463529, at *3 (W.D. La. Mar. 22, 2018)
- Total Minatome Corp., 766 So. 2d 689, 694 (La. Ct. App. 2000)
- WH Holdings, L.L.C. v. Ace American Insurance Co., 574 F. App'x 383, 386 (5th Cir. 2014)
- Arco Oil & Gas Co. v. Union Texas Products Corp., 610 So. 2d 248, 251 (La. Ct. App. 1992)
- Frye v. Anadarko Petroleum Corp., 953 F.3d 285, 294 (5th Cir. 2020)
- Orix Credit Alliance, Inc. v. Wolfe, 212 F.3d 891, 895 (5th Cir. 2000)
- Vantage Trailers, Inc. v. Beall Corp., 567 F.3d 745, 748 (5th Cir. 2009)
- MedImmune, Inc. v. Genentech, Inc., 549 U.S. 118, 127 (2007)
- Maryland Casualty Co. v. Pacific Coal & Oil Co., 312 U.S. 270, 273 (1941)
- Payne v. Wells Fargo Bank National Association, 637 F. App'x 833, 838 (5th Cir. 2016)
- Stallings v. CitiMortgage, Inc., 611 F. App'x 215, 217-18 (5th Cir. 2015)
- Williams v. Wells Fargo Bank, N.A., 560 F. App'x 233, 243 (5th Cir. 2014)
- Sgroe v. Wells Fargo Bank, N.A., 941 F. Supp. 2d 731, 752 (E.D. Tex. 2013)
