

UNITED STATES COURT OF APPEALS  
For the Fifth Circuit

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No. 93-5592  
Summary Calendar

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MAE MELANCON RAGGIO, ET AL.,

Plaintiffs-Appellants,

versus

TEX CON, INC., ET AL.,

Defendants-Appellees.

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Appeal from the United States District Court  
for the Western District of Louisiana

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(92-CV-1898)

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(May 6, 1994)

Before GARWOOD, SMITH, and DEMOSS, Circuit Judges.

PER CURIAM:\*

The district court below granted summary judgment in favor of the defendants. We now affirm.

I.

This Louisiana property dispute between the plaintiffs/lessors and the defendants/lessees arises out of the construction of a 99-

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\*Local Rule 47.5 provides: "The publication of opinions that have no precedential value and merely decide particular cases on the basis of well-settled principles of law imposes needless expense on the public and burdens on the legal profession." Pursuant to that Rule, the Court has determined that this opinion should not be published.

year timber lease. The lease was signed in March 1956 by the parties' predecessors in interest. The lease states the following:

It is expressly agreed that the vendee shall not be limited to the growing, cutting and removing of timber, trees, wood and other forest products on the said land, but is hereby given the specific right to use the lands for any purpose it desires, including farming, renting, etc. which right carries with it the full power and authority to do any and all things necessary, essential, and incidental to the use thereof, excepting, of course, any right to use said land for the exploration for or production of oil, gas and minerals, no rights thereto were intended to be hereby conveyed to vendee.

In 1972, the lessees' successors constructed a pipeline across the property. As the stipulated facts from the pretrial order indicate, "[t]he pipeline was not constructed in connection with the mineral development of the tract of land in question." Instead, one of the successors in interest constructed the pipeline to supply itself with natural gas service at a different location. The pipeline currently supplies natural gas service to a nearby pulp and paper mill.

In August 1992, the lessors sued the lessees in Louisiana state court for eviction and removal of the pipeline. After removing the case to federal court, the lessees moved for summary judgment in June 1993. The district court granted the lessees' motion, granting summary judgment in their favor in November 1993. The lessors now appeal.

## II.

We review a summary judgment de novo. Fraire v. City of Arlington, 957 F.2d 1268, 1273 (5th Cir. 1992). Under Louisiana law, if the words of a contract are clear and explicit, then a court's interpretation of the contract begins and ends with the

contract itself. LA. CIV. CODE ANN. art. 2046. As the district court noted, the language of the timber lease is "clear and explicit." The lessees are permitted to use the property "for any purpose," except the exploration for or the production of oil, gas and minerals. As the stipulated facts indicate, the pipeline is not being used for any of the excluded purposes. Therefore, the lessors as a matter of law have not breached the timber lease. The district court's summary judgment for the defendants/lessees was appropriate.

III.

The decision of the district court is AFFIRMED.