

The Supreme Court of the State of Louisiana

LOUIS V. HOSE AND JULIE H. HOSE

No. 2025-C-01158

VS.

JAMES SCOTT O'CONNELL AND
WHITNEY ELIZABETH O'CONNELL

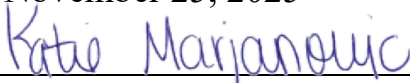
IN RE: Louis V. Hose, et al. - Applicant Plaintiff; Applying For Writ Of Certiorari,
Parish of Orleans Civil, Civil District Court Number(s) 2022-02408, Court of
Appeal, Fourth Circuit, Number(s) 2024-CA-0493;

November 25, 2025

Writ application granted. See per curiam.

JDH
JLW
WJC
JBM
PDG
JMG
CRC

Supreme Court of Louisiana
November 25, 2025



Chief Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

No. 2025-C-01158

LOUIS V. HOSE AND JULIE H. HOSE

VS.

JAMES SCOTT O'CONNELL AND WHITNEY ELIZABETH O'CONNELL

On Writ of Certiorari to the Court of Appeal, Fourth Circuit,
Parish of Orleans Civil

PER CURIAM

Writ granted. Pursuant to the “Dedication of Community Driveway” that was filed into the parish mortgage and conveyance records, 6331 and 6333 Annunciation are each both the dominant and the servient estate. Both properties owe the other a common duty and, in exchange, reap a corresponding common benefit. Both parties derive their right of possession from the Dedication and both parties are thus precarious possessors. The lower courts failed to recognize that the servitude at issue herein is a reciprocal servitude pursuant to LSA-C.C. art. 725, which provides:

The title that establishes a servitude for the benefit of the dominant estate may also establish a servitude on the dominant estate for the benefit of the servient estate.

Such an arrangement is understandable in light of the properties involved and the size and location of the area burdened by the servitude. Specifically, the “Dedication of Common Driveway” establishes a common driveway measuring seven feet, 2 inches in width, consisting of the total width of the area existing between the homes built on each respective lot.

Acquisitive prescription does not run in favor of a precarious possessor or his universal successor. LSA-C.C. art. 3477. In order to terminate precarious possession and commence prescription, a precarious possessor must give actual

notice to the person on whose behalf he is possessing that he intends to possess for himself. LSA-C.C. art. 3478. We note that the Hoses installed a chimney and an air conditioner compressor within the servitude in 2020, and that the O'Connells' predecessor extended the fence and planted two palm trees within the servitude in 1999. Even if these actions could be considered actual notice sufficient to commence prescription, the parties have not attained the necessary 30 years.

Despite a misinterpretation of the law in its original opinion, the results reached by the court of appeal are correct. We therefore vacate the judgment of the court of appeal on rehearing and affirm and reinstate its original judgment.

VACATED; AFFIRMED and REINSTATED.