

**55-224. Same; presumption of breach of covenant, when.** In any action in which relief is sought based upon breach or violation by a lessee of an implied or expressed covenant of reasonable exploration or of reasonable development of lands covered by an oil, gas or oil and gas lease held by production, if the party who seeks such relief produces competent evidence that: (a) At the time such action is commenced there is no mineral production pursuant to such lease from a subsurface part or parts of the land covered thereby with respect to which such relief is sought and (b) initial oil, gas or other mineral production on the lease commenced at least 15 years prior to the commencement of such action, a presumption shall arise that the lessee has breached and violated such covenant insofar as it relates to such subsurface part or parts of land.

**History:** L. 1983, ch. 181, § 2; April 14.