

February 16, 2004

Charles R. Fulbruge III  
Clerk

In the  
United States Court of Appeals  
for the Fifth Circuit

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m 03-30230  
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ZEN-NOH GRAIN CORPORATION,

Plaintiff,

VERSUS

THEOGENNITOR M/V,  
HER ENGINES, TACKLE, FURNITURE, APPAREL, ETC.; ET AL.,

Defendants.

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AMERICAN GUARANTEE & LIABILITY INSURANCE COMPANY,

Plaintiff-Appellant,

VERSUS

MUNICH REINSURANCE COMPANY; TANKERTRADE MARINE, LIMITED COMPANY;  
POLEMBROS SHIPPING LIMITED; NEW REINSURANCE CORPORATION;  
GENERAL REINSURANCE CORPORATION; GLOBAL CAPITAL REINSURANCE LIMITED;  
GE FRANKONA REINSURANCE LIMITED,  
FORMERLY KNOWN AS FRANKONA REINSURANCE COMPANY;  
REINSURANCE AUSTRALIA CORPORATION LIMITED,

Defendants-Appellees.

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Appeal from the United States District Court  
for the Eastern District of Louisiana  
m H-02-CV-4871

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Before JONES, MAGILL,\* AND SMITH,  
Circuit Judges.

PER CURIAM:\*\*

In this insurance dispute, the district court dismissed on the ground of *forum non conveniens*. We have read the briefs and have heard the arguments of counsel and have consulted applicable portions of the record. We conclude that the district court did not abuse its discretion in “finding that England is the better forum for litigation of these issues.”

The district court explained its reasons in a careful and thorough “Order and Reasons” entered December 18, 2002. The court considered all the applicable factors, including the adequacy of the English forum and the applicable public and private factors. The judgment is AFFIRMED, essentially for the reasons provided by the district court.

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\* Circuit Judge of the United States Court of Appeals for the Eighth Circuit, sitting by designation.

\*\* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.