

In the United States Court of Appeals

For the Fifth Circuit

m 02-40054

BORDER SHIPYARDS, INC.; JORGE GONZALEZ; CARL "JOE" GAYMAN;
RUBEN BARRERA; BUSTER HARRIS, GUARANTOR; WILLIAM E. KENNON,

Plaintiffs-Appellants,

VERSUS

ST. PAUL MERCURY INSURANCE COMPANY,

Defendant-
Third Party Plaintiff-
Appellee,

VERSUS

RICARDO RIVERA,
DOING BUSINESS AS RICK RIVERA, ALSO KNOWN AS LA NEGRITA,

Third Party Defendant-
Appellant.

Appeal from the United States District Court
for the Southern District of Texas
m B-99-CV-19

December 10, 2002

Before SMITH, BARKSDALE, and
EMILIO M. GARZA, Circuit Judges.

PER CURIAM:*

In this dispute over a contract of insurance, the district court found no issues of material fact and granted summary judgment in favor of St. Paul Mercury Insurance Company, concluding that it had no obligation to defend under its policy. All issues except the duty to defend have been settled.

We have read the briefs and have heard the arguments of counsel, and have consulted pertinent portions of the record. On the basis of applicable caselaw and the summary judgment record, we find no reversible error. We affirm, essentially for the reasons given by the district court.

AFFIRMED.

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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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