

FILED

September 22, 2003

Charles R. Fulbruge III
Clerk

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 03-10236

In The Matter of: JERRY W. BIESEL; ELIZABETH S. BIESEL

Debtors

* * * * *

JERRY W. BIESEL; ELIZABETH S. BIESEL,

Appellants,

v.

KARL BILLINGS,

Appellee.

Appeal from the United States District Court for the
Northern District of Texas, Dallas

Before BARKSDALE, DEMOSS, and BENAVIDES, Circuit Judges.

BENAVIDES, Circuit Judge:*

Jerry W. Biesel and Elizabeth S. Biesel (Biesels) appeal from the orders of the bankruptcy court which denied their claim that a contract with Karl Billings (Billings) was terminated. Because of the finding by the bankruptcy court that the contract was not

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 R. 47.5, the Court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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

terminated, the bankruptcy court found the contract to be executory at the time of the filing of the Chapter 11 case and awarded damages to Billings resulting from the Biesels' rejection of the contract. On appeal, the Biesels claim that the bankruptcy court erred in the following respects:

- 1) in finding that the Biesels waived the July 29, 1994 deadline for termination of the contract;
- 2) in finding the Biesels are estopped from asserting that title-related problems excused performance of the contract or was grounds for terminating the contract; and
- 3) in applying a higher standard to Jerry Biesel's conduct because he was an attorney.

We have carefully reviewed the briefs and record and considered the arguments presented at oral argument and conclude that no error requiring reversal of the bankruptcy court judgment has been shown. We affirm essentially for the reasons set forth in the two orders entered by the district court in the appeals of the bankruptcy court orders at issue. See Orders of Judge Sidney Fitzwater dated January 28, 2003 and April 24, 2002.

AFFIRMED.