

**IN THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT**

United States Court of Appeals  
Fifth Circuit

**FILED**

June 10, 2013

Lyle W. Cayce  
Clerk

\_\_\_\_\_  
No. 12-50936  
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J.S. HAREN COMPANY,

Plaintiff–Appellant,

versus

PUMP & POWER EQUIPMENT, L.P.,

Defendant–Appellee.

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Appeal from the United States District Court  
for the Western District of Texas  
No. 1:11-CV-431  
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Before SMITH, HAYNES, and GRAVES, Circuit Judges.

PER CURIAM:\*

The plaintiff appeals an award of damages, on a counterclaim, for breach of contract and resulting attorney’s fees. The parties mainly dispute when the

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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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

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contract came into existence. The magistrate judge, to whom the matter was referred for all purposes by consent, conducted a bench trial and issued comprehensive findings of fact and conclusions of law.

We have reviewed the briefs and applicable law and pertinent portions of the record and have heard the arguments of counsel. The judgment is **AFFIRMED**, essentially for the reasons given by the magistrate judge.