IN THE UNITED STATES COURT OF APPEALS

FOR THE FIFTH CIRCUIT

No. 92-4419

GLOBAL DIVERS & CONTRACTORS, INC.,

Plaintiff-Appellant,

VERSUS

LEEVAC CORPORATION, et al.,

Defendants-Appellees.

Appeal from the United States District Court
for the Western District of Louisiana
(CV88-1884)

(January 19, 1993)

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

JERRY E. SMITH, Circuit Judge:[*]

Global Divers and Contractors, Inc. ("Global"), contracted with Leevac Shipyards, Inc. ("Leevac"), to convert a vessel owned by Global. A fire damaged the vessel while Leevac was converting it. Global sued Leevac for the resulting damages. The district court granted summary judgment to Leevac, finding that Global had

[*] Local Rule 47.5.1 provides: "The publication of opinions that have no precedential value and merely decide particular cases on the basis of well-settled principles of law imposes needless expense on the public and burdens on the legal profession." Pursuant to that rule, the court has determined that this opinion should not be published.

agreed in the contract, to release Leevac from any liability Leevac might have incurred. We affirm.

I.

In 1987, Global purchased the M/V WESTERN NARROWS, intending to convert it into a diving saturation vessel. In early 1988, Global started negotiations with Leevac about converting the vessel. These negotiations culminated in the signing of two documents on March 4, 1988: a Master Service Contract and a Work Order.

Paragraph 9.B. of the Master Service Contract states as follows:

> B. COMPANY [Global] agrees to release, protect, indemnify, defend and hold CONTRACTOR [Leevac] harmless from and against all liability, claims, demands and causes of action of every kind and character, including the cost of the defense thereof, for loss of or damage to property of the CONTRACTOR and its invitees, howsoever caused and even though caused by the negligence of the indemnified party, its invitees or anyone for whom they may be acting.

In addition, the parties defined the word "property" in paragraph 21.B. as follows:

> B. The term "property" as used herein shall mean all property (real or personal), equipment, material or supplies belonging to or leased by a party or its invitees.

On April 28, 1988, a fire broke out on the WESTERN NARROWS extensively damaging the vessel. In July, Global filed suit against Leevac and its insurers, alleging breach of contract and negligence in converting the WESTERN NARROWS.

Leevac moved for partial summary judgment in March 1991,

arguing that the word "property" in paragraph 9.B. included the WESTERN NARROWS and thus that Global had agreed to release Leevac from any liability for damage Leevac might have caused to the vessel. The district court granted Leevac's motion, finding that "property" was not an ambiguous term, refusing to resort to parol evidence, and holding that the word "property" included the WESTERN NARROWS. The court absolved Leevac and its insurers from all liability.

II.

We review the district court's grant of summary judgment de novo. Edmundson v. Amoco Prod. Co., 924 F.2d 79, 82 (5th Cir. 1991). As did the district court, we look first to the language of the agreement into which the two parties entered. Paragraph 9.B of the Master Service Contract states that Global "agrees to release, protect, indemnify, defend and hold [Leevac] harmless from and against all liability, claims, demands and causes of action . . . for . . . damage to property of [Global] . . . howsoever caused and even though caused by the negligence of the indemnified party . . . ." (Emphasis added.) Paragraph 21.B then defines "property" as "all property (real or personal), equipment, material or supplies belonging to or leased by a party or its invitees."

Since the Work Order contains a choice-of-law provision designating Louisiana's as the applicable law, and since that law does not conflict with maritime law, we construe the parties' agreement accordingly. See Stoot v. Fluor Drilling Servs., 851

F.2d 1514, 1517 (5th Cir. 1988). Article 2046 of the Louisiana Civil Code instructs us that "[w]hen the words of a contract are clear and explicit and lead to no absurd consequences, no further interpretation may be made in search of the parties' intent." In interpreting contracts under Louisiana law, we repeatedly have declared that when the words of a contract are unambiguous, we shall not look beyond the agreement's four corners to interpret it. Godchaux v. Conveying Techniques, Inc., 846 F.2d 306, 315 (5th Cir. 1988). See also Davis v. Huskipower Outdoor Equip. Corp., 936 F.2d 193, 196 (5th Cir. 1991); Investors Assocs. Ltd. v. B.F. Trappey's Sons, Inc., 500 So. 2d 909, 912 (La. App. 3d Cir.), writ denied, 502 So. 2d 116 (La. 1987); Thomas v. Knight, 457 So. 2d 1207, 1209 (La. App. 1st Cir. 1984).

Following these principles of interpretation, we proceed to examine the language of the contract. First, the Master Service Contract states that Global agrees to release and indemnify Leevac against any claims for damage to Global's "property." The contract then defines property as "all property (real or personal) . . . ."

We find no ambiguity in this language. The plain meaning of the language is obvious. The parties' use of the word "property" in paragraph 9.B includes the vessel in question. We find that this must be so when another paragraph in the contract expands on the parties' meaning by defining "property" so broadly as to include all "real or personal" property.

Global asserts that by the word "property" it meant only equipment and supplies used to work on the WESTERN NARROWS, not the

vessel itself. This argument fails in light of the broad definition of "property" in paragraph 21.B. If "property" meant only equipment and supplies, surely the parties would not have agreed to include real property in their agreement. We hold that the word "property" in paragraph 9.B includes the WESTERN NARROWS.[1]

By finding that the term "property" in paragraph 9.B of the Master Service Contract includes the WESTERN NARROWS, we must conclude that Global has no claim for negligence against Leevac because, in paragraph 9.B, Global has agreed to indemnify Leevac against any damage it may have caused to the WESTERN NARROWS. Since Leevac is not liable to Global, neither are Leevac's insurers liable to Global.

Based upon our review of the plain meaning of the parties' agreement, we AFFIRM the grant of summary judgment.

[1] In Todd Shipyards Corp. v. Turbine Serv., Inc., 674 F.2d 401, 423 (5th Cir.), cert. denied, 459 U.S. 1036 (1982), we stated that the ship KATRIN was "indisputably property other than the insured's work product . . . ."