

UNITED STATES COURT OF APPEALS  
For the Fifth Circuit

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No. 93-1828  
Summary Calendar

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BURNS CONTROLS COMPANY,

Plaintiff-Appellant,

VERSUS

ADVANCE AUTOMATION COMPANY,

Defendant-Appellee.

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

(3:92-CV-0718-P)

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(February 17, 1994)

Before GARWOOD, SMITH and DeMOSS, Circuit Judges.

PER CURIAM:\*

In 1972, Burns Controls Company ("Burns") entered into an oral agreement with Advance Automation Company ("Advance") which provided that Burns would be the distributor in Texas for Advance's line of products for "as long as Burns did a good job." This manufacturer/distributor relationship lasted for some 19 years

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\* Local Rule 47.5 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 Pursuant to that Rule, the Court has determined that this opinion should not be published.

without any written agreement relating thereto. In 1991, Advance terminated the relationship because Burns had started to handle similar products of another manufacturer in Texas. Thereupon, Burns sued Advance in the state district court in Texas alleging breach of contract and breach of the duty of good faith and fair dealing. Advance removed the case to the federal district court on diversity of citizenship. After 14 months of discovery, Advance filed a Motion for summary judgment which the trial judge granted. Burns timely appealed to this court.

After thoroughly reviewing the briefs, the record excerpts and relevant portions of the record itself, we have determined, for the reasons stated by the trial judge in his memorandum order and opinion filed under date of August 16, 1993, that no genuine issue of material fact has been properly raised by the Appellant regarding the term of the oral contract or a fiduciary relationship between the parties as required by Texas law, that no reversible error of law appears in the trial judge's memorandum, and that an opinion of this court would have no precedential value. Accordingly, the judgment of the trial court is AFFIRMED.