

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 94-10094
Summary Calendar

JOHN MOORE, ET AL.,

Plaintiffs,

JOHN MOORE,

Plaintiff-Appellant,

versus

EMC MORTGAGE COMPANY, ET AL.,

Defendants-Appellees.

Appeal from the United States District Court for the
Northern District of Texas
(4:94-CV-4-Y)

(August 1, 1994)

Before GARWOOD, HIGGINBOTHAM and DAVIS, Circuit Judges.*

PER CURIAM:

Plaintiff-appellant John Moore (Moore) filed this \$20,000,000 damage suit in the district court below for unspecified "housing fraud and contract breach" against defendants-appellees, his former

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 Pursuant to that Rule, the Court has determined that this opinion should not be published.

attorney, his mortgage company and its attorney; the three page complaint also conclusorily alleges that "Defendants further conspired with et al others to conduct a conspired" (sic) and "they conspired to get them to lose their home" and "[t]he actions of the Defendants has enable the Plaintiff to not have a proper process in the way his chapter 13 case was handled." Jurisdiction is alleged under 28 U.S.C. § 1331 but no federal laws or federal or state actors are referred to, and it is apparent that the parties are not diverse. The complaint is wholly lacking in any specifics or particulars and is essentially unintelligible. The district court dismissed it without prejudice for want of subject matter jurisdiction. Moore's brief on appeal is largely unintelligible and wholly fails to even approach substantial compliance with the rules. He has demonstrated no reversible error. The judgment is affirmed. Because the appeal is frivolous, pursuant to F.R.A.P. 38 double costs are assessed against Moore and he shall pay each appellee \$100.00 damages. To the extent not herein granted, all pending motions not previously ruled on are denied.

AFFIRMED

Costs and damages awarded under F.R.A.P. 38