

IN THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT

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No. 94-30697  
Summary Calendar  
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AMERICAN DEPOSIT INSURANCE COMPANY,

Plaintiff-Appellant,

versus

THE HANOVER INSURANCE COMPANY,  
ET AL.,

Defendants-Appellees.

S)))))))))Q

Appeal from the United States District Court for the  
Middle District of Louisiana  
(CA-94-1696)

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(June 6, 1995)

Before GARWOOD, HIGGINBOTHAM and DAVIS, Circuit Judges.\*

PER CURIAM:

Following oral argument on the motion to dismiss of the defendants-appellees the Marcuses, the district court granted the motion and dismissed this declaratory judgment action brought by plaintiff-appellant American Deposit Insurance Company. The district court's minute entry reflects that oral argument was had

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 Pursuant to that Rule, the Court has determined that this opinion should not be published.

before the court on the motion, with counsel for plaintiff, counsel for the Marcuses, counsel for defendant-appellee Hanover Insurance Company, and court reporter Kay Raborn, all present. The minute entry further states: "For reasons read into the record, the motion to dismiss is GRANTED, and this action will be dismissed." No transcript of the hearing before the district court, or of the reasons it read into the record, has been furnished us; nor does the record otherwise include any statement of reasons or findings by the district court in respect to its dismissal. It is the appellant's burden to bring up all relevant parts of the record and of the transcript of the proceedings. Fed. R. App. P. 10. See also Local Rule 30.1.4(h). The district court has broad, though not unfettered, discretion in determining whether to entertain a declaratory judgment action. See, e.g., *St. Paul Ins. Co. v. Trejo*, 39 F.3d 585, 590-91 (5th Cir. 1994); *Travelers Ins. Co. v. Louisiana Farm Bureau Federation*, 996 F.2d 774, 778 (5th Cir. 1993). Without knowing what the parties may have asserted, admitted, or agreed to at the hearing or any of the district court's reasons, we are unable to conclude that the district court abused its discretion.\*\*

The judgment below is

AFFIRMED.

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\*\* Under the particular circumstances of this case, when, *inter alia*, a state suit in the same geographic area between the same parties and at least potentially including the same issues, has now been pending for a considerable time, we see no miscarriage of justice in our action in this respect.