

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 94-40583

FARM CREDIT BANK OF TEXAS,

Plaintiff-Appellant,

versus

FIREMAN'S FUND INSURANCE CO.,
ET AL.

Defendants-Appellees.

Appeal from the United States District Court
for the Western District of Louisiana
(3:91-CV-2230)

(March 13, 1995)

Before WISDOM, WIENER, and PARKER, Circuit Judges.

PER CURIAM:*

Plaintiff-Appellant Farm Credit Bank of Texas (FCBT) appeals a series of district court orders granting summary judgment in favor of Defendants-Appellees, Fireman's Fund Insurance Co., Aetna

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 Pursuant to that Rule, the court has determined that this opinion should not be published.

Casualty & Surety Co. and Marsh & McLennan (collectively, Defendants) in a suit brought by FCBT seeking fidelity bond coverage and indemnification of the cost of litigation, pursuant to insurance bonds procured from the Defendants.

While defending a lender liability lawsuit, FCBT filed a third-party action against various bond companies and Marsh & McLennan seeking coverage for losses sustained as a result of the dishonest acts of FCBT's employees. In granting the Defendants' motions for summary judgment, the court held that FCBT's claims were time-bared under the provisions of the bonds. The court also dismissed FCBT's cross-motion for summary judgment for indemnification of fees and costs, concluding that there were no material issues of fact remaining as to whether the lender liability suit was brought against the bank on account of acts covered under the bond.

FCBT appeals these judgments and dismissals, asserting that the court erred in (1) dismissing FCBT's indemnification claims by applying the "pleadings only" rule to FCBT's motion rather than considering the actual facts of the underlying liability suit; (2) determining that the suit limitation provision in the bonds governed FCBT's fidelity coverage claims rather than the six-year limitation period of 12 U.S.C. § 2415(a); and (3) rejecting FCBT's argument that Fireman's Fund waived the two-year limitation period through its ambiguous and misleading actions and correspondence.

Our review of the record in this case and our analysis of the

arguments of counsel as advanced in brief and in oral argument satisfies us not only that the district court committed no reversible error in any of the rulings from which FCBT appeals, but that the writings of the district court disposed of all factual and legal issues so well that it would truly be a waste of judicial resources for this court to write separately. We therefore affirm the rulings of the district court in all respects, and adopt by reference that court's findings of fact and conclusions of law as set forth in the opinion reported at 822 F. Supp. 1257 (W.D.La. 1993) and in the court's Rulings filed on June 7, 1993 and May 13, 1994, copies of which Rulings are annexed hereto.

AFFIRMED