

UNITED STATES COURT OF APPEALS  
for the Fifth Circuit

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No. 95-31296

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AMERICAS INSURANCE COMPANY,

Plaintiff-Appellant,

VERSUS

APACHE CORPORATION, FALCON DRILLING COMPANY, INC.,  
FALCON DRILLING SERVICES, INC. and FALCON MANAGEMENT, INC.,

Defendants-Appellees.

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Appeal from the United States District Court  
for the Western District of Louisiana  
(95-cv-863)

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August 12, 1996

Before DAVIS, JONES and EMILIO M. GARZA, Circuit Judges.

PER CURIAM:\*

Essentially for the reasons stated by the district court in its careful memorandum ruling of August 23, 1995, we affirm the court's order granting defendants' motion for summary judgment. In summary we agree with the district court that Louisiana Civil Code Article 3540 authorizes enforcement of the parties' choice-of-law provision unless the application of that law conflicts with the public policy of the state whose law would apply in the absence of

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\*Pursuant to Local Rule 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in Local Rule 47.5.4.

the choice-of-law provision. We agree with the district court's analysis that Texas law would apply in the absence of the parties' choice-of-law provision. Finally, we disagree with appellant that Matte v. Zapata Offshore Co., 784 F.2d 628 (5th Cir. 1986), requires a different result. In Matte, the accident and injury occurred on the Outer Continental Shelf and the Outer Continental Shelf Lands Act directed the application of Louisiana law. Id. at 630. Thus, the question was whether the application of the general maritime law under the a choice-of-law provision violated the public policy of the State of Louisiana. The court answered this question in the affirmative because the general maritime law included none of the prohibitions against indemnity agreements Louisiana required in the Louisiana Oilfield Indemnity Act. In today's case, the question is whether the public policy of the State of Texas is offended by the application of the choice-of-law provision. The parties agree that answer to that question is in the negative.

For the above reasons, the judgment of the district court is AFFIRMED.