

IN THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT

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No. 96-20412

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NEW BREMEN CORPORATION,

Plaintiff-Appellant

versus

COLUMBIA GAS TRANSMISSION CORPORATION,

Defendants,

COLUMBIA GAS TRANSMISSION CORPORATION,

Defendant-Appellee.

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Appeal from the United States District Court  
For the Southern District of Texas  
(CA-H-89-72)

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February 10, 1997

Before HIGGINBOTHAM, SMITH, and BARKSDALE, Circuit Judges.

PER CURIAM:\*

New Bremen appeals an adverse summary judgment. The district court held that, as a matter of law, the gas purchase contract at issue is unambiguous and prevents New Bremen's contractual claims. Federal jurisdiction here rests on diversity of citizenship.

The Texas Supreme Court recently interpreted a similar contract, found no ambiguity, and held that the contract's language cannot reasonably be interpreted in the manner New Bremen urges. *Columbia Gas Corp. v. New Ulm Gas, Ltd.*, 40 Tex. S. Ct. Jour. 42, 1996 WL 596806 (Oct. 18, 1996) (rehearing denied Dec. 13, 1996). The parties agree that the relevant contractual provisions here are identical to those examined by the Texas Supreme Court.

We are offered no persuasive reason to read the relevant contractual provisions in a different

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\* Pursuant to Local Rule 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in Local Rule 47.5.4.

manner than did the Texas Supreme Court. The judgment of the district court is AFFIRMED.