

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 01-30262
Civil Docket #99-CV-824

MINOS D. MILLER, JR., as Trustee on behalf of
Minos D. Miller, Sr. Trust; RUTH LOYD MILLER, as Trustee on behalf
of Minos D. Miller, Sr. Trust; RICHARD MILLER, as Trustee on behalf
of Miller Partnership,

Plaintiffs-Appellants,

versus

FLORIDA GAS TRANSMISSION, CO.,

Defendant-Appellee.

Appeal from the United States District Court
for the Western District of Louisiana

December 13, 2001

Before JONES, EMILIO M. GARZA, and STEWART, Circuit Judges.*

PER CURIAM:

The court has carefully considered this appeal in light
of the briefs and pertinent portions of the record. Having done so
we find no reversible error of law or fact.

*Pursuant to 5TH CIR. R. 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this opinion should not be published and is not precedent except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 5TH CIR. R. 47.5.4.

In particular, the district court did not err in concluding that no "other paper" was filed for purposes of starting the clock running on removal from state court until that court deemed certain admissions against appellants. 28 U.S.C. § 1446(b). Further, under the circumstances of this case, the statement contained in one of the parties' contracts that disputes would be resolved in "Louisiana's courts" did not waive appellee's right to remove the dispute to federal court. Finally, we find no error in the district court's reasoning construing the 1989 easement agreement and the 1994 release. The intent and effect of contractual provisions in both situations are clear.

The judgment of the district court is **AFFIRMED**.