

UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT

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No. 96-30869

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FARMERS GRAIN TERMINAL, INC.,

Plaintiff-Appellee

VERSUS

HOLLY RIDGE RICE & GRAIN TERMINAL,

Defendant,

BUDDY McINTYRE; BARBARA McINTYRE,

Defendants-Appellants.

HOLLY RIDGE RICE & GRAIN TERMINAL,

Third-Party Plaintiff-Appellant

VERSUS

MUTUAL SERVICE CASUALTY INSURANCE CO.,

Third-Party Defendant-Appellee.

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

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June 17, 1997

Before EMILIO M. GARZA, PARKER, and DENNIS, Circuit Judges.

PER CURIAM:\*

Having carefully reviewed the record and the parties' arguments concerning their contract dispute and the damages as awarded by the magistrate judge, we find no reversible error and AFFIRM the district court for essentially the reasons stated in the magistrate's opinion. We have also considered the third-party insurance coverage issue and finding no error, AFFIRM the district court as to that issue as well.

DENNIS, Circuit Judge, dissenting:

I respectfully dissent. From my reading of the record, I believe that it is clear that there was no meeting of the minds of the parties because they did not intend to be bound until the contract was executed in written form. No such written contract was ever executed by the parties. When, in the absence of a legal requirement, the parties have contemplated a certain form, it is presumed that they do not intend to be bound until the contract is executed in that form. La.Civ.Code art. 1947 (West

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\* 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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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.

1987). See, e.g., *Laroussini v. Werlein*, 52 La. Ann. 424, 27 So. 89 (1899); see also *Breaux Brothers Const. Co. v. Associated Contractors, Inc.*, 226 La. 720, 77 So.2d 17 (1954); *Waldhauser v. Adams Hats*, 207 La. 56, 20 So.2d 423, (1944); *Knipmeyer v. Diocese of Alexandria*, 492 So.2d 550, 555 (La.App. 3d Cir. 1986), writ denied, 496 So.2d 347 (La. 1987).