

UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT

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No. 97-30677  
Summary Calendar

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THE CONTINENTAL INSURANCE COMPANY,

Plaintiff,

versus

LANECO CONSTRUCTION SYSTEM INCORPORATED,

Defendants,

LANECO CONSTRUCTION SYSTEM INCORPORATED,

Defendant-Appellee,

versus

CARL E. WOODWARD, Incorporated,

Defendant-Appellant.

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Appeal from the United States District Court  
for the Eastern District of Louisiana  
(94-CV-3338)

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February 19, 1998  
Before WIENER, BARKSDALE, and EMILIO M. GARZA, Circuit Judges.

PER CURIAM:\*

Carl E. Woodward, Incorporated, appeals the judgment dismissing its cross-claim seeking indemnity and defense costs from

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 R. 47.5, the Court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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

Laneco Construction Systems, Inc. Woodward contends that the district court erred by concluding that the defense and immunity provision of the Subcontract Agreement between Woodward and Laneco is ambiguous.

Essentially for the reasons stated by the district court, ***The Continental Ins. Co. v. Laneco Construction Systems, Inc.***, No. 94-3338 (E.D. La. Apr. 24, 1997), the judgment is

***AFFIRMED.***