

UNITED STATES COURT OF APPEALS
For the Fifth Circuit

No. 98-20556
Summary Calendar

KENNEY & ASSOCIATES, INCORPORATED,

Plaintiff-Appellee,

VERSUS

CENTRAL UNITED LIFE INSURANCE COMPANY,

Defendant-Appellant.

Appeal from the United States District Court
for the Southern District of Texas
(H-96-CV-2424)

June 14, 1999

Before EMILIO M. GARZA, DeMOSS, and BENAVIDES, Circuit Judges.

PER CURIAM:*

This appeal involves the claim of Kenney & Associates, Inc. ("Kenney") for breach of contract against Central United Life Insurance Company ("CULIC") for CULIC's failure to pay a one percent (1%) finder's fee to Kenney. CULIC defended against the claim by denying the existence of any contract, or in the alternative, if a contract existed, Kenney allegedly did not

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 R. 47.5, the Court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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

perform under the terms of the contract. CULIC moved for summary judgment but the district court denied such motion on the grounds that there were material facts in dispute regarding the services Kenney was to perform under the contract. The controversy was submitted to the jury on special issues. The district court entered judgment on the jury verdict in favor of Kenney. CULIC appeals from the final judgment and the later order denying CULIC's renewed motion for judgment as a matter of law, or in the alternative motion for new trial, or in the alternative motion to amend judgment.

We have carefully reviewed the briefs, the reply brief, the record excerpts and relevant portions of the record itself. For the reasons stated by the district court in its Memorandum and Order entered May 12, 1998, we AFFIRM the Final Judgment entered by the district court under date of December 17, 1997.

AFFIRMED.