

IN THE UNITED STATES COURT OF APPEALS

FOR THE FIFTH CIRCUIT

m 99-31303

CHEMOIL CORPORATION,

Plaintiff-
Counter Defendant-
Cross Defendant-
Appellant-
Cross Appellee,

VERSUS

SYSTEM FUELS, INC.,

Defendant-
Counter Claimant-
Cross Claimant-
Third Party Plaintiff-
Third Party Counter Defendant-
Appellee-Cross Appellant-
Cross Appellee,

VERSUS

MARATHON ASHLAND PETROLEUM, L.L.C.,

Third Party Defendant-
Third Party Counter Claimant-
Cross Appellee-
Cross Appellant,

Appeals from the United States District Court
for the Eastern District of Louisiana
(98-CV-1407-B)

December 7, 2000

Before POLITZ, SMITH, and PARKER,
Circuit Judges.

PER CURIAM:*

This dispute regards the interpretation of contracts for the purchase of fuel oil. We have reviewed the briefs, the record, and the applicable law and have heard and considered the oral arguments of counsel. We conclude that the district court properly entered summary judgment for the defendants and cross-defendants, concluding that the contracts were plain and unambiguous, that the 3.0% price was applicable, and that there was no requirement to take 375,000 barrels per month. We affirm, essentially for the reasons set forth by the district court in its comprehensive opinion.

AFFIRMED.

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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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