

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 11-1395

THOMAS D. ROGERS, III; VICTORIA A. ROGERS,

Plaintiffs - Appellees,

v.

STEWART TITLE GUARANTY COMPANY,

Defendant - Appellant.

Appeal from the United States District Court for the District of South Carolina, at Charleston. C. Weston Houck, Senior District Judge. (2:07-cv-03998-CWH)

Submitted: December 20, 2011

Decided: January 5, 2012

Before MOTZ, AGEE, and DIAZ, Circuit Judges.

Affirmed by unpublished per curiam opinion.

R. Hawthorne Barrett, Thomas C. Salane, TURNER PADGET GRAHAM & LANEY, P.A., Columbia, South Carolina, for Appellant. Christy Ford Allen, John A. Massalon, WILLS MASSALON & ALLEN, LLC, Charleston, South Carolina, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Stewart Title Guaranty Company ("Stewart Title") appeals the district court's order in a declaratory judgment action. After a bench trial, the district court found that Stewart Title was required to indemnify Thomas and Victoria Rogers for one million dollars under the terms of a title insurance policy the Rogerses had purchased. We affirm.

This court "review[s] a judgment following a bench trial under a mixed standard of review - factual findings may be reversed only if clearly erroneous, while conclusions of law, including contract construction, are examined de novo." Roanoke Cement Co., L.L.C. v. Falk Corp., 413 F.3d 431, 433 (4th Cir. 2005) (citations omitted). "[W]hen a district court's factual finding in a bench trial is based on assessments of witness credibility, such finding is deserving of the highest degree of appellate deference." Evergreen Int'l v. Norfolk Dredging Co., 531 F.3d 302, 308 (4th Cir. 2008) (internal quotation marks and citation omitted).

We conclude that the district court did not err in finding that the title risk created by the publicly dedicated graveyard was covered by the Rogerses' title insurance policy. Further, the district court did not err in crediting testimony establishing that the Rogerses' damages exceeded the policy limit. Accordingly, we affirm the declaratory judgment of the

district court. We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before the court and argument would not aid the decisional process.

AFFIRMED