IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

United States Court of Appeals
Fifth Circuit
FILED
May 18, 2010
Lyle W. Cayce
Clerk

No. 09-50557

ROBERT WALKER,

Plaintiff,

versus

VOYAGER CHARTERS, L.L.C.,

Third Party Defendant-Appellant,

versus

JOHN PAUL DEJORIA,

Third Party Defendant-Appellee.

Appeal from the United States District Court
for the Western District of Texas
USDC No. 1:08-CV-27

Before GARWOOD, SMITH, and CLEMENT, Circuit Judges.

PER CURIAM:[*]

This is a dispute regarding an alleged agreement to buy an aircraft. Voyager Charters, L.L.C. ("Voyager"), claims that Robert Walker breached a promise to buy the aircraft and that John DeJoria is liable for the breach because Walker served as DeJoria's agent and partner in the agreement to purchase. Voyager also made claims of fraud, negligent misrepresentation, and promissory estoppel. The district court granted summary judgment for DeJoria.

The court accurately stated that "the central issue . . . is whether Robert Walker possessed either actual or apparent authority to enter into the . . . agreements on John Paul DeJoria's behalf." In a lengthy, detailed, and convincing twenty-two-page Amended Order entered on June 16, 2009, the court, with ample and specific reference to the summary judgment record, explained that "Mr. Walker had neither actual nor apparent authority to act on Mr. DeJoria's behalf."

We have reviewed the briefs and applicable law and pertinent portions of the record. The summary judgment is AFFIRMED, essentially for the reasons cogently explained by the district court.

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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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