

NOT RECOMMENDED FOR FULL-TEXT PUBLICATION

File Name: 06a0266n.06

Filed: April 14, 2006

No. 05-3600

**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

BURRELL INDUSTRIES, INC.,)

Plaintiff-Appellant,)

v.)

LIBERTY MUTUAL FIRE)
INSURANCE COMPANY,)

Defendant-Appellee.)

**ON APPEAL FROM THE
UNITED STATES DISTRICT
COURT FOR THE
NORTHERN DISTRICT OF
OHIO**

**MEMORANDUM
OPINION**

BEFORE: NORRIS, SURHRHEINRICH, and ROGERS, Circuit Judges.

PER CURIAM. Plaintiff Burrell Industries, Inc., filed suit against defendant Liberty Mutual Fire Insurance Company after its claim for losses stemming from a theft at an insured property were denied. After Liberty Mutual removed the action to federal court, the district court granted summary judgment to the insurer based upon a provision in the policy at issue excluding vacant properties from coverage against theft.

Having had an opportunity to review the record, briefs, and arguments advanced by the parties, we conclude that the district court correctly parsed the disputed provisions of the policy and the relevant Ohio law governing insurance contracts. A reasoned opinion by this court would merely mirror the analysis provided by the district court and would serve no useful purpose.

No. 05-3600

Burrell Indus. Inc. v. Liberty Mut. Fire Ins. Co.

The judgment is **affirmed** based upon the reasoning contained in the Memorandum Opinion and Order dated March 31, 2005.