

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 10-10040

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT MARCH 29, 2011 JOHN LEY CLERK

D.C. Docket No. 0:06-cv-60889-JIC

ST. PAUL FIRE AND MARINE INSURANCE CO.,

Plaintiff-Counter
Claimant-Appellee,

versus

LAGO CANYON INC.,

Defendant-Counter
Claimant-Appellant.

Appeals from the United States District Court
for the Southern District of Florida

(March 29, 2011)

Before BARKETT, HULL and KRAVITCH, Circuit Judges.

PER CURIAM:

Lago Canyon appeals from an adverse summary final judgment, entered following remand from this Court, concluding that there was no coverage for the partial sinking of Lago Canyon's yacht under the marine insurance contract issued by St. Paul Fire and Marine Insurance Company. St. Paul also cross-appeals the district court's determination of the pre-judgment interest rate of nine percent to be applied to Lago Canyon's \$7,500 claim for towing charges.

After careful consideration of the parties' briefs and the record in this case and having the benefit of oral argument, we find no reversible error in the district court's declaratory judgment of no coverage to St. Paul. Likewise, we see no error in the district court's determination of the pre-judgment interest rate.

AFFIRMED.