

**UNPUBLISHED**

**UNITED STATES COURT OF APPEALS**

**FOR THE FOURTH CIRCUIT**

HAROLD K. BELL,

Plaintiff-Appellant.

v.

MARYLAND STATE LOTTERY; TOM  
SKARZYNSKI; CARROLL HYNSON;  
WILLIAM W. SALTZMAN; ALFIE PENN;  
PAULA MOORE,

Defendants-Appellees.

No. 97-2339

and

CARROLL BENNETT,

Defendant.

Appeal from the United States District Court  
for the District of Maryland, at Baltimore.

Marvin J. Garbis, District Judge.

(CA-97-2793-MJG)

Submitted: May 19, 1998

Decided: September 4, 1998

Before WIDENER and ERVIN, Circuit Judges, and  
HALL, Senior Circuit Judge.

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Affirmed by unpublished per curiam opinion.

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**COUNSEL**

Corinne G. Rosen, NATIONAL LEGAL FOUNDATION, P.A.,  
Greenbelt, Maryland, for Appellant. J. Joseph Curran, Jr., Michelle N.

Levister, OFFICE OF THE ATTORNEY GENERAL OF MARYLAND, Baltimore, Maryland; Raymond F. Altman, Lynn Weinberg, FREISHTAT & SANDLER, Baltimore, Maryland, for Appellees.

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Unpublished opinions are not binding precedent in this circuit. See Local Rule 36(c).

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## **OPINION**

### **PER CURIAM:**

Harold Bell, the president of H.B. Sports Promoting & Marketing, Inc., filed a state law breach of contract claim on behalf of H.B. Sports Promotion & Marketing, Inc. The district court dismissed the claim without prejudice under a local rule which requires corporations to be represented by an attorney. On appeal, Bell alleges that his complaint stated a valid breach of contract claim and thus the district court erred in summarily dismissing the claim.

Rule 83 of the Federal Rules of Civil Procedure authorizes district courts to make and amend rules, not inconsistent with the Federal Rules of Civil Procedure, governing practices within the district court. Local Rule 101.1.a for the District of Maryland prohibits a corporation from representing itself. *See Jones v. Dacosta*, 930 F. Supp. 223, 224 (D. Md. 1996). Bell does not challenge the validity of this rule, and the rule is not inconsistent with the Federal Rules of Civil Procedure or any federal statute. *See White v. Raymark Indus., Inc.*, 783 F.2d 1175, 1177-78 (4th Cir. 1986). Accordingly, we find no error in the district court's dismissal of the breach of contract claim Bell filed on behalf of H.B. Sports Promoting & Marketing, Inc. We deny counsel's motion to withdraw and 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**