

1989

Bruno D'Aston v. Dorothy D'Aston, et al : Reply Brief

Utah Court of Appeals

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Recommended Citation

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BRIEF

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DOCKET NO.

IN THE COURT OF APPEALS OF THE STATE OF UTAH

89-0050-CA

BRUNO D'ASTON,

Plaintiff and Respondent,

- vs -

DOROTHY D'ASTON, et al,

Defendant and Appellant.

:

:

:

:

Court of Appeals
No. 89-0050 CA

Priority Classification
14-B

REPLY BRIEF OF APPELLANT

Appeal from the Decree of the 4th Judicial
District Court for Utah County,
Honorable Boyd L. Park, Presiding.

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FILED

JUN 23 1989

Mary T Noonan

IN THE COURT OF APPEALS OF THE STATE OF UTAH

BRUNO D'ASTON,

Plaintiff and Respondent,

- v s -

DOROTHY D'ASTON,

Defendant and Appellant,

LISA ASTON and ERIC ASTON,

Co-Defendants.

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Court of Appeals
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IN THE COURT OF APPEALS OF THE STATE OF UTAH

BRUNO D'ASTON,

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Court of Appeals
No. 89-0050 CA

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REPLY BRIEF OF APPELLANT

SUMMARY OF ARGUMENTS

Respondent cites no evidence in support of the trial court's Findings of Fact #6, #16 and #21, and even when viewing the evidence cited by Appellant in a light most favorable to the trial court, the evidence does not support Findings of Fact #6, #16 and #21.

The 1973 property settlement agreement was a valid, binding contract between the parties, and the trial court's ruling was an error in law.

The conduct of the trial judge constituted judicial bias.

ARGUMENT

I. THERE IS INSUFFICIENT EVIDENCE IN THE RECORD TO SUPPORT FINDING OF FACT #6, BUT RATHER, THE 1973 PROPERTY

SETTLEMENT AGREEMENT IS VALID AND BINDING BETWEEN THE PARTIES.

Respondent's brief fails to cite any evidence in support of Finding of Fact #6. Instead, Respondent suggests a summary of his version of the case.

Appellant, Dorothy D'Aston, provides specific citations to the record on appeal which show that the 1973 agreement was valid and that no fraud or duress was asserted by either party.

The 1973 agreement gave Bruno gold, silver, bullion, exotic cars, patents and foreign real estate in excess of \$1,100,000.00. The agreement gave Dorothy real estate and cash in excess of \$500,000.00.

Bruno's assertion that he executed the 1973 agreement to avoid pending lawsuits makes no sense. Under the agreement, he received property just as Dorothy received property. Bruno's patents were a matter of public record (See Addendum, Exhibit 1). His gold, silver, bullion and exotic cars were constantly paraded for sale at trade shows.

By contrast, Dorothy absolutely denied that Bruno told her of threatened lawsuits.

Bruno admitted that the alleged lawsuits, if they even existed at all, had been fully resolved by 1975, when he had the agreement notarized and recorded.

The parties always intended the agreement to be binding. Bruno claimed it was binding for the purpose of avoiding alleged lawsuits. He then had his California attorney assert its validity (See Addendum, Exhibit 2). Bruno then assigned his rights under the agreement to his California attorney (See Addendum, Exhibit 3). His California attorney

then filed suit in Civil No. C-615699 asserting his rights under the agreement (See Addendum, Exhibit 4).

Only during these divorce proceedings, some thirteen (13) years after executing the agreement, did Bruno claim that he never really meant it to be binding. Bruno's prior inconsistent statements and actions are clear in the record.

Dorothy has always maintained the validity of the agreement and has acted consistently with it. She merely claims that the agreement should do just what it says:

"The parties own property which is held in joint tenancy, community property or in their separate names; and

they wish to make this agreement to state their actual intention with respect to said property and the status thereof and with respect to property to be acquired hereafter.

Now therefore, in consideration of mutual covenants herein, it is agreed as follows:

1. The husband does transfer, bargain, convey and quit-claim to the wife all of his right, title and interest if any there be in and to the following:
 - a. The real property at 14211 Skyline Drive, Hacienda Heights, California, and in and to all buildings, appurtenances and fixtures thereon.
 - b. The real property at 230 South 9th Avenue, City of Industry, California, including all buildings, appurtenances and fixtures thereon, and any and all oil and mineral rights thereto.
 - c. Any and all cash in bank accounts located in the State of California.

2. The wife transfers, bargains, conveys and quit-claims to the husband all of her right, title and interest in and to real property located

outside of the United States of American and in and to all personal property in the possession of the husband, or subject to his control in the United States, Europe or elsewhere in the world and in and to all patents or patent rights under the laws of the United States, United Kingdom or any common wealth thereof, Switzerland, Japan or other countries.

The provisions of this paragraph apply to all property described herein, whether presently owned or in existence or to be acquired or created in the future."

The effect of enforcing the 1973 agreement has enormous consequences for Dorothy. If it is enforced, she would maintain her proceeds from the sale of real estate in California and be able to care for herself. She makes no claim on Bruno's property.

Bruno still owns all of his patents, foreign real estate, motor home and cars, but he claims that his gold and silver has been stolen. The alleged theft was not proven at trial.

The result of not enforcing the 1973 agreement is to leave Bruno with everything he had and give one-half of Dorothy's property to Bruno.

Respondent's Brief argues that the agreement does not address the issues of after-acquired property in terms of divorce proceedings. However, paragraph 3 clearly states:

"Hereafter, and until this agreement is modified in writing attached hereto, all property, real, personal and mixed, acquired by either party in his or her sole name, from whatever source derived and wherever situated, shall be the sole and separate property of such person, notwithstanding any law, statute or court decision giving presumptive effect to the status of marriage; and such property shall be free of

all claims, demand or liens of the other, direct or indirect, and however derived."

It is noteworthy that not one fact was introduced by Bruno which showed that he had taken any action inconsistent with the 1973 agreement until it suited his purposes after the filing of this action.

The cases which have been cited by Respondent may also be easily distinguished from the present case. In the case of Workman v. Workman 652 P.2d 931 (Utah 1982), the wife had used her separate resources to help purchase the property from the husband's mother and to clear pending liens. In the present case, Bruno made no such contributions.

The more appropriate law is set forth in the case of Berman v. Berman 749 P.2d 1271 (Utah App. 1988), which was previously cited in the Appellant's Brief. In Berman the Court found that the agreement was entered into knowingly and voluntarily, that no fraud or undue influence existed and that the agreement was therefore valid and binding.

In the instant case, Bruno admitted that he did not execute the agreement because of fraud or undue influence. He was the one who proposed it, prepared it, notarized it and recorded it. Dorothy has always asserted that the agreement was valid.

No evidence exists to show that fraud or undue influence rendered the agreement invalid. It should therefore be sustained and the property divided according to the terms of the agreement.

Respondent also cites the case of Burke v. Burke 733 P.2d 133 (Utah 1987). This case is also easily distinguished from the instant case. In Burke the Court stated:

" . . . of particular concern in a case such as this, is whether one spouse has made any contribution toward the growth of the separate assets of the other spouse . . ."

In the instant case, Bruno neither asserted nor provided evidence that he had contributed to the growth of Dorothy's property. Dorothy's property was real estate, which increased in value as a result of appreciation, and for no other reason.

Finally Respondent relies upon the authority of Noble v. Noble 761 P.2d 1369 (Utah 1988). This case is also distinguishable from the instant case. In Noble, the husband shot the wife in the head and, after partially recovering, the wife filed for divorce. Although the union was only a four (4) year marriage, the Court awarded substantial separate property to the wife which had belonged to the husband. No similar facts exist in the instant case.

Dorothy simply claims that the specific terms of the 1973 agreement should be enforced.

II. THE CONDUCT OF THE TRIAL JUDGE CONSTITUTES JUDICIAL BIAS.

Despite acknowledging that Utah Law prohibits admission of polygraph results absent a stipulation of the parties, the trial court considered the proffered test, acknowledged that the test results were probably favorable to Bruno, and then showed its bias by stating that if it could, the Court would allow the test results (See Addendum, Exhibit 5).

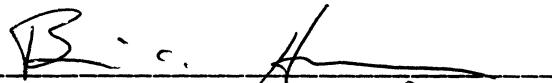
Later on, in considering post-trial motions, the Court showed its bias by requiring Dorothy and all her witnesses to take polygraph tests as a condition precedent to considering their testimony.

CONCLUSION

The Appellant respectfully urges the Court to reverse the decree granted below and find that the 1973 settlement agreement is valid and binding between the parties, that the conduct of the trial court constituted judicial bias, and that the Findings of Fact, Conclusions of Law and Decree of Divorce should be modified consistent with the evidence and the law.

DATED this 21st day of June, 1989.

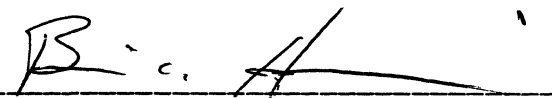
Respectfully submitted,



Brian C. Harrison
Attorney for Defendant-Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I mailed four copies of the foregoing Reply Brief to S. Rex Lewis, 120 East 300 North, P. O. Box 778, Provo, UT 84603, postage prepaid, this 23 day June, 1989.



Brian C. Harrison

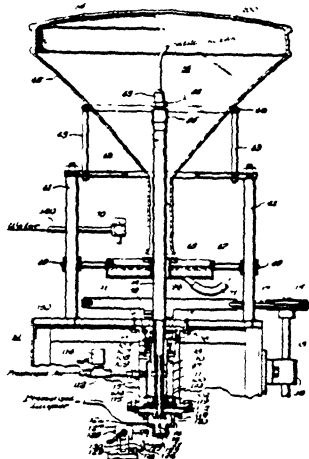
ADDENDUM

EXHIBIT 1

Bruno's Patents

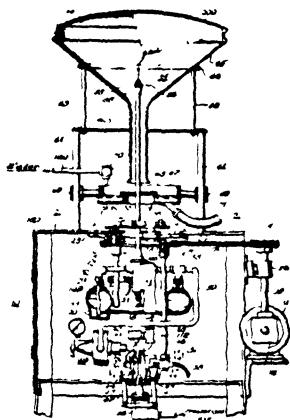
axial with said inner conduit, said coaxial conduits extending vertically into said envelope from below; a liquid supply of lacquer material coupled to said inner conduit; a supply of compressed gas coupled to said outer conduit; a nozzle fixed to the upper extremity of

means, including means for rotating said reservoir and said conveying means, for producing a rotating spray of atomized organic film solution within said envelope and directed towards said luminescent screen.



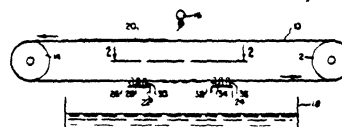
and outer conduit and communicating with both said conduits; and means, including means for rotating said outer conduit with respect to said inner conduit, for producing a rotating spray of atomized lacquer material within said envelope and directed toward said luminescent screen.

2,846,974
CATHODE-RAY TUBE FILMING APPARATUS
Francis J. Kinsch, Chicago, Ill., assignor to The Rauland Corporation, a corporation of Illinois
Application July 26, 1957, Serial No. 674,333
1 Claim. (Cl. 118-317)



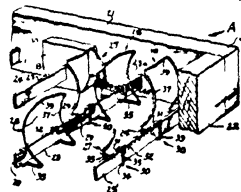
Apparatus for applying an organic film to the exposed surface of a luminescent screen affixed to the faceplate of a cathode-ray tube envelope comprising: means for supporting said envelope in a fixed position with its axis substantially vertically oriented and said faceplate uppermost; solution conveying means comprising a pair of coaxially disposed conduits extending vertically into said envelope from below; a reservoir containing a liquid supply of organic lacquer material under pressure and coupled to the inner one of said conduits; a supply of compressed gas coupled to the outer one of said conduits; a nozzle, comprising an offset portion terminated at the upper extremity thereof by an asymmetrical discharge orifice, fixed to the upper extremity of said outer conduit and communicating with both said conduits; and

2,846,975
SELF-CLEANING CONVEYOR
William F. Hennessey, Ipswich, Mass., assignor to Boyle Machine & Supply Co., Inc., Peabody, Mass., a corporation of Massachusetts
Application June 26, 1956, Serial No. 594,004
3 Claims. (Cl. 118-324)



1. Spray coating apparatus comprising a spray head, a plurality of endless filaments, a plurality of sheaves arranged to support said filaments in looped array having an upper conveying run disposed beneath said spray head and a lower return run, spaced idler rolls associated with each filament and mounted adjacent the lower run, adjacent filaments being twisted together in pairs between said spaced idler rolls but in parallel array throughout the upper run, and a trough disposed beneath said lower run.

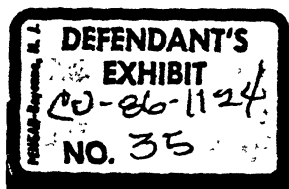
2,846,976
EGG HOLDER FOR INCUBATOR TRAY
Martin T. Moller, Los Altos, Calif.
Application January 31, 1955, Serial No. 484,870
4 Claims. (Cl. 119-43)



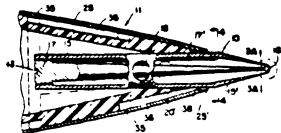
1. In an incubator tray having an open rectangular frame, a plurality of strong, thin channel support bars of inverted U-sectional shape extending transversely of the tray in parallel, spaced relation, a pair of co-operating clip members mounted on adjacent support bars, each clip member comprising a continuous length of light, spring wire comprising alternately disposed egg-engaging loops and intermediate portions, the loops of one clip member extending toward those of the other clip member in opposed, egg engaging pairs, each intermediate portion extending lengthwise of the support bar in fully inserted condition in the channel thereof, a portion of each clip member at each end of the intermediate portion extending transversely within the channel of a support bar upon which the clip member is mounted, the side walls of each support bar extending inwardly toward each other into closely gripping relation with the portions of the clip member inserted therebetween.

2,846,977
BALL POINT PEN
Bruno D. Aston, Los Angeles, Calif.
Application May 18, 1954, Serial No. 430,703
5 Claims. (Cl. 120-42.4)

1. A ball point pen comprising, in combination, a barrel, a ball, a closed-hollow ball mounting tip defining a ball carrier, one end of said ball carrier being closed at one rear end and having a forwardly tapered interior

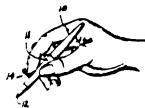


wall portion at the opposite end thereof defining an opening, said wall having at least one aperture therein, a support within said carrier positioning said ball within the open end thereof, a minor part of the surface of said ball extending outwardly of said carrier and a major part of said ball being freely spaced from the surface of said interior wall portion in direct communication with the interior of said carrier, a sack for writing fluid at one end disposed within said barrel, an open ended inner sleeve supporting said ball carrier at one end in a position in which said ball protrudes outwardly from said sleeve and the apertured part of said carrier extending into said sleeve, the other end of said sleeve being secured to the barrel in alignment with the open end of said fluid sack for feeding fluid from said sack into said aperture in said wall of said ball carrier and to the ball, and an outer sleeve closely fitted upon said inner sleeve, said inner sleeve having an aperture through its wall lead-



ing into the interior of said sleeve, the outer sleeve and the inner sleeve forming therebetween a narrow continuous circuitous path leading from the sleeve ends adjacent to the protruding ball carrying end of said carrier to said aperture in said inner sleeve, the end of said outer sleeve and the carrier defining therebetween circumferentially elongated slots leading into said path to permit air to percolate into said sack during a writing operation and to permit fluid to be sucked into said sack and air to escape therefrom upon creating a partial vacuum therein during a filling operation, the outer wall of the inner sleeve and the inner wall of the outer sleeve defining therebetween a groove to form said circuitous path for the egress of air from an ingress of air into the sack and the ingress of writing fluid into the sack, the remaining wall portions of the sleeves being in close contact one with the other so as substantially to limit the flow of air and fluid to said path.

2,846,978
WRITING IMPLEMENT
 Harold V. Scott, Harrisburg, S. Dak.
 Application March 5, 1957, Serial No. 644,000
 3 Claims. (Cl. 120—102)

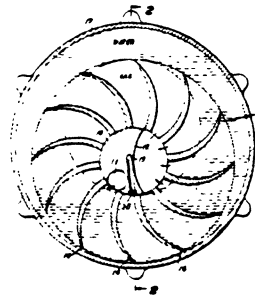


1. A writing implement having an elongated handle provided at one end thereof with writing means and with a recess adjacent said writing means, a laterally projecting finger rest provided on said handle and retractable into an inoperative position in said recess, and means for sustaining said finger rest selectively in its projected and retracted positions.

2,846,979
LIQUID PISTON EXPANSIBLE CHAMBER MOTOR CONTROL SYSTEM
 Emerson L. Kumm, Pacific Palisades, Calif., assignor to Propulsion Research Corporation, Santa Monica, Calif., a corporation
 Application April 4, 1956, Serial No. 576,184
 8 Claims. (Cl. 121—1)

7. A control system for controlling the supply of a liquid through a line to a gas turbine or the like, which

turbine includes a shaft having a first portion normally contacted by a gas and a second portion normally contacted by the liquid, said control system including in combination: a solenoid-operated valve in the above-mentioned line; a relay for controlling the energization of said solenoid-operated valve to open said valve whenever the current through said relay drops below a threshold value; and a moisture-sensitive element mounted on the



second portion of the shaft, said element including a resistor connecting said relay to an energizing source, the resistance of said resistor increasing whenever the moisture-sensitive element is not covered by the liquid so as to decrease the current through the relay below said threshold value and open said solenoid-operated valve until the liquid contact of the second portion of the shaft is restored.

2,846,980
DEVICE FOR SLOWING DOWN THE MOVEMENT OF THE PRESS PISTON IN HYDRAULIC PRESSES

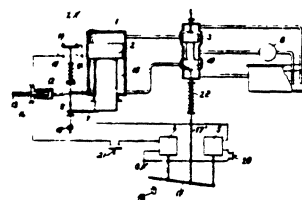
Milan Vltavsky, Bratislava, Czechoslovakia, assignor of one-half to CKD Ceska Lipa narodni podnik, Ceska Lipa, Czechoslovakia

Application February 28, 1955, Serial No. 491,138

Claims priority, application Czechoslovakia

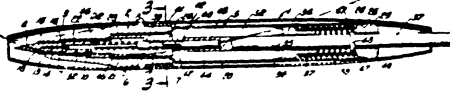
March 1, 1954

4 Claims. (Cl. 121—38)



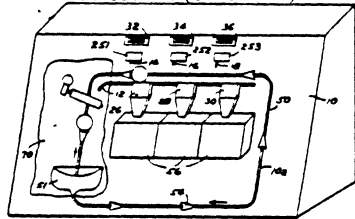
1. In a hydraulic system having a cylinder, a pressing piston reversibly slidably movable in said cylinder, a source of pressure fluid connected to said cylinder, and a distributing slide valve in said source, said distributing valve having a first position to cause movement of said piston at a given rate of speed in one direction toward the work to be pressed thereby, a second throttling position to cause movement of said piston toward the work at a reduced rate of speed, and a third position to cause movement of said piston in the opposite direction away from the work; means for controlling the position of said distributing valve comprising a control rod axially aligned with and secured at one end to said distributing slide valve, a lever pivotally connected intermediate its ends to the other end of said control rod, a first electromagnet having a movable core secured to one end of said lever, a second electromagnet having a movable core secured to the other end of said lever, electric circuit means for simultaneously energizing both of said electromagnets to cause both ends of said lever to be attracted to a position to set said distributing valve to its first position, and

3,351,074
APPLICATOR FOR COSMETICS AND THE LIKE
 Bruno D. Aston, 14421 Autumn Moon Drive,
 Hacienda Heights, Calif. 91745
 Filed July 6, 1964, Ser. No. 380,588
 11 Claims. (Cl. 132-79)



1. A cosmetic or like fluent material applicator comprising: an elongated assemblage of a nose and a case removably carried by said nose; applicator means projecting from said nose; a separate cartridge assembly having one end removably engaged in said nose and the other end projecting from said case; a body of fluent material in said cartridge; said one end of said cartridge having means openable upon engagement with said nose to permit the flow of said fluent material to said applicator means; and means in said cartridge operable from said other end thereof to control flow of said fluent material from said cartridge into said applicator means.

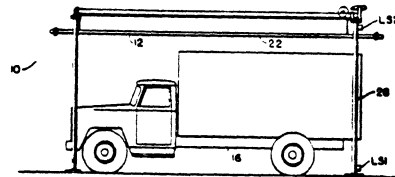
3,351,075
COIN-SORTING AND COUNTING MACHINE
 Ernst Weisskopf, Philippsburg über Bruchsal, Germany,
 assignor to Standardwerk Eugen Reis G.m.b.H., Bruchsal,
 Baden, Germany, a firm of Germany
 Filed Apr. 12, 1966, Ser. No. 542,114
 11 Claims. (Cl. 133-3)



1. A coin-sorting and counting machine for sorting and counting coins of different diameters, said machine comprising, in combination, a substantially horizontally mounted guide rail, a receptacle open at its top and disposed below the level of said rail for a supply of intermingled coins to be sorted and counted, an endless conveyor guided along a path including a first portion extending through the supply receptacle substantially vertically upward therefrom, a second portion extending past and above said guide rail parallel thereto and a third portion extending back to the bottom side of the receptacle, at least two gripper plates supported on said conveyor for travel in unison therewith, said plates being spaced lengthwise by a distance at least equal to the diameter of the largest coin to be sorted and counted in the machine, the minimal distance of the gripper plates from the guide rail being less than the diameter of the smallest coin to be sorted and counted, each of said gripper plates having at its leading end two gripper points for seating a gripped coin therebetween, one of the gripper points adjacent to the guide rail being at said minimal distance from the guide rail, said gripper plates gripping coins which pass through said receptacle, one by one, and guiding the same in an edgewise position along said guide rail, coin-counting means for counting the number of coins, coin-ejecting means, one for each diameter of the coins to be sorted, for ejecting coins from the guide rail, coin diameter-detecting means disposed along the guide rail above the same, each of said detecting means being associated with one of said counting means and one of said ejecting means, each of said detecting means being activated by engagement with

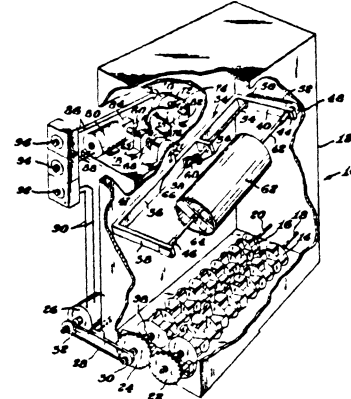
a coin of a predetermined diameter and in response to such activation operating the respective counting means and ejecting means for counting and ejecting, respectively of the coins.

3,351,076
VEHICLE WASHER
 Norman R. Haines, Ann Arbor, Mich., assignor to
 Canomac Corporation, Ann Arbor, Mich., a corporation
 of Michigan
 Filed July 26, 1965, Ser. No. 474,889
 6 Claims. (Cl. 134-58)



1. A vehicle washer comprising a spray device, power means for reciprocating said spray device in opposite directions between limits to spray a vehicle, first means for supplying a first liquid to said spray device during a first portion of its movement toward one limit, second means for supplying a second liquid to said spray device during the remaining portion of its movement toward said one limit and during its subsequent movement from said one limit, and means for automatically actuating said first supply means and actuating said second supply means at an intermediate point in the movement of said spray device toward said one limit.

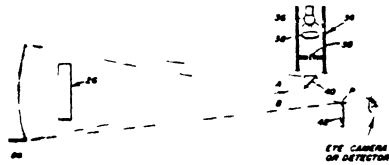
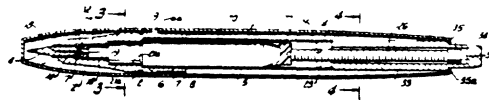
3,351,077
CURVED PLATE ETCHING APPARATUS
 Clayton W. Hoornstra, Midland, Mich., assignor to The
 Dow Chemical Company, Midland, Mich., a corporation
 of Delaware
 Filed Apr. 2, 1965, Ser. No. 445,209
 2 Claims. (Cl. 134-147)



1. An etching machine which is useful for etching plates having arcuate surfaces, comprising means for holding a supply of etching bath material, means for applying said etching bath material against the surfaces to be etched, said means for holding a supply of etching bath material and means for applying etching bath material being enclosed in a chamber having a top and side walls, said means for applying etching bath material including a first array of paddles which contact said supply of etching bath material and a second array of paddles disposed above said first array of paddles, a plate holder having a longitudinal axis, said plate holder being mechanically transversely coupled to a drive shaft, said drive shaft

mirror through the sample. The reflected light comes back again through the sample, forming a sharp image of the pin hole or slit upon a knife edge. The lamp house. An eye piece which may be used with a magnifying telescope gives the operator a shadow view of the brightly illuminated

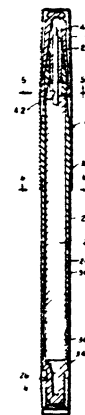
projecting from an end of the case, and means being provided on the case and actuating body for indicating



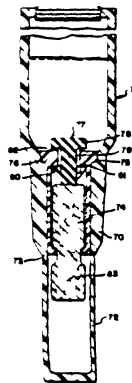
against a large dark field or background. The edge is retractable and the pinhole may be changed in this manner with a rotatable analyzer replacing the eyepiece and a polarizer in the path of light from the source of the instrument becomes a large field strain measuring device showing fringe patterns of stressed samples.

the movement required for discharging a predetermined amount of the cosmetic.

3,468,613
LIQUID MARKER AND REPLACEABLE INK CARTRIDGE THEREFOR
 Frederick W. Strickler, Bear Creek, Pa., assignor to Eberhard Faber Inc., Wilkes-Barre, Pa., a corporation of New York
 Filed Dec. 21, 1966, Ser. No. 603,650
 Int. Cl. B43k 5/14, B43m 11/08
 U.S. Cl. 401-199 1 Claim



3,468,611
LIQUID APPLICATOR
 Lawrence T. Ward, Hester St., Portland, Pa. 18351
 Filed May 10, 1966, Ser. No. 548,894
 Int. Cl. B43m 11/06, B43k 5/20, 5/16
 U.S. Cl. 401-186 2 Claims



A liquid applicator having a tubular member of flexible wall construction, a porous applicator nib and valve means for controlling flow of liquid from the tubular member to the applicator nib

A liquid marker having in combination a permanent outer casing assembly and a replaceable inner ink cartridge assembly. The outer assembly consists of a tubular barrel having a closed end, a screw-threaded sleeve fixed within its closed end, and a closure cap having a closed end and a cap insert in its closed end. The replaceable ink cartridge assembly has as its principal element an elongated tubular barrel open at both ends and having an internal taper at decreasing diameter toward its externally tapered forward end. A writing nib adapter is fixed in the forward end of the barrel. The cartridge barrel is substantially filled by an ink absorbent reservoir whose forward movement within the cartridge is limited by an internal abutment. A writing nib extends through the nib adapter into contact with the reservoir. The rear end of the cartridge through which the absorbent reservoir is inserted is sealed by a threaded end plug which engages the threads of the barrel insert in the closed end of the outer barrel to hold the barrel assembly and the cartridge assembly releasably engaged with each other.

3,468,612
COSMETIC APPLICATOR CASE AND REPLACEABLE CARTRIDGE THEREFOR
 Bruno D. Aston, 14421 Autumn Moon Drive, Hacienda Heights, Calif. 91745
 Filed Oct. 23, 1965, Ser. No. 503,011
 Int. Cl. A46b 11/02, B43k 5/02, 5/14
 U.S. Cl. 401-188 9 Claims

A cosmetic applicator in which a replaceable cartridge is contained within an outer casing having a nose section at one end containing an applicator element, the cartridge being mountable within the casing and having a reservoir for the cosmetic, and having a piston actuable to discharge a predetermined amount of the cosmetic each time it is actuated, the piston having a screw stem formed with a head end slidably engaged by a rotatable actuator body having a manually engageable end part

3,468,614
METHOD AND APPARATUS FOR BRINGING GASES, LIQUIDS AND/OR PULVERIZED SOLID BODIES INTO INTIMATE CONTACT WITH EACH OTHER
 Goran Alfred Nilsson, Box 2190, Sandarne, Sweden
 Filed Mar. 15, 1966, Ser. No. 534,491
 Int. Cl. F23d 11/08, 11/24
 U.S. Cl. 431-2 7 Claims
 Method and apparatus for bringing a gaseous medium and a liquid medium into intimate contact with each other

A shutter responsive to the amount of the displacement selectively excites a pair of photocells for indicating when the protuberance location is proper. The displacement of the mask further aligns the slot with the overlay if the latter is correctly positioned on the protuberance. An enlarged image of the slot in the displaced mask is projected onto a viewing screen for inspecting the overlay.

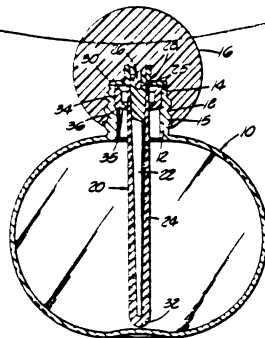
tact with reservoir and surface coating rollers. The coating roller has a resilient body supporting a convex-surface skin and is smaller in axial width than the transfer roller. Springs yieldably hold the reservoir and coating rollers in rolling contact with the transfer roller. A handle is connected to the frame on that side of the transfer roller remote from the coating roller.

3,494,702
DEVICE FOR DISPENSING AND APPLYING LIQUID MATERIALS

Bruno D. Aston, 14421 Autumn Moon Drive, Hacienda Heights, Calif. 91745
Filed Aug. 11, 1967, Ser. No. 660,125
Int. Cl. A46b 17/06

U.S. Cl. 401—122

8 Claims



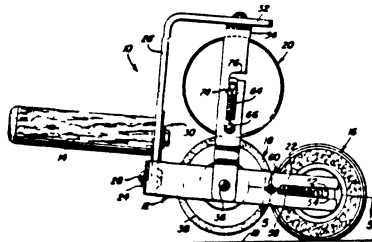
A bottle for a liquid has a stopper which serves as a handle for an applicator which normally extends downwardly from the stopper through an annular wiper into the body of liquid inside the bottle, which wiper removes surplus liquid from the applicator as the applicator is withdrawn from the bottle. The applicator comprises an elongated support member and a body of soft, resiliently deformable, open cell foamed plastic which has an exposed dispensing portion, the remaining portion being a storage portion extending lengthwise of the support member. The foamed plastic may be in the form of a tubular stocking embracing the elongated support or the elongated support may be of tubular configuration with the storage portion of the foamed plastic body inside the tubular support. Such an applicator may be withdrawn from its normal position inside the bottle and used for extensive application of the liquid material without the necessity of repeatedly dipping the applicator back into the body of liquid.

3,494,703
PORTABLE EDGE PRINTER AND COATER

Warren C. Tucker, 5444 Mitscher, Louisville, Ky. 40214
Filed Oct. 25, 1967, Ser. No. 677,985
Int. Cl. B44d 3/28

U.S. Cl. 401—218

8 Claims



A roller applying roller device for surface decoration. The transfer roller is journaled on a frame in rolling con-

3,494,704
HYDRAULIC MACHINE

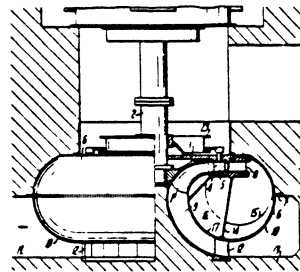
André Culaud, Geneva, and Michel Fauconnet, Pinchat, Carouge, Switzerland, assignors to Ateliers des Charmilles S.A., Geneva, Switzerland, a Swiss company
Filed Nov. 15, 1967, Ser. No. 683,346

Claims priority, application Switzerland, Nov. 21, 1966, 16,662/66

Int. Cl. F02d 1/00; F03b 13/12

U.S. Cl. 415—95

6 Claims



A hydraulic machine, such as a turbine and/or a pump, has a suction channel communicating with a rotor and the suction channel partially surrounds a feed tank connected with said rotor. The tank is adapted to feed water into the rotor or to collect water therefrom. The suction channel preferably extends at its other end in an outward radial direction. The tank has its transverse medial plane axially shifted with reference to the end of the rotor facing away from said channel, this arrangement permits reducing the bulk of the machine in a transverse direction as well as vertically when the outer end of the suction channel is directed radially and outwardly.

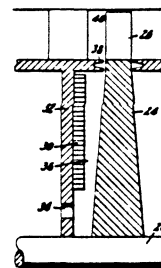
3,494,705
HONEYCOMB PRESSURE REDUCING DEVICE

Norman J. Lipstein, Schenectady, N.Y., assignor to General Electric Company, a corporation of New York

Filed Nov. 17, 1967, Ser. No. 684,057

U.S. Cl. 415—180

6 Claims



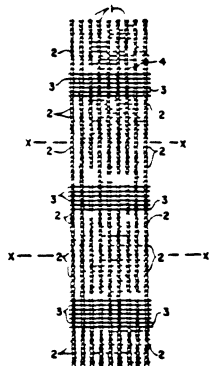
A stationary baffle having a honeycomb structure for reducing the radial pressure gradient between a rotating member and the baffle and preventing radial inflow of the surrounding atmosphere.

3,568,234
MOP ELEMENT AND A MANUFACTURING METHOD THEREOF

Toshiyoshi Komatsu, Osaka-shi, Japan, assignor to Duskon Franchise Co., Ltd., Osaka-shi, Japan
 Filed Dec. 31, 1968, Ser. No. 788,131
 Claims priority, application Japan, Sept. 26, 1968, 43/69,730
 Int. Cl. A47I 13/20

U.S. Cl. 15-229

2 Claims



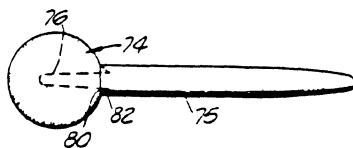
An improved mop element is manufactured by first arranging a number of tough, water-insoluble strands in the form of a neat row of parallel strands as the warps, thereafter weaving these warps into a continuous lengthy plain fabric by repeating the process of weaving two kinds of continuous adjacent plainly woven sections, one of which being woven, up to a predetermined breadth, with said warps of strands and wefts of a tough, but water-soluble chemical filament and the other of said adjacent sections being woven, up to a predetermined relatively narrow breadth, with the adjacent warps of strands and wefts of a water-insoluble tough yarn made of fibers selected from the group consisting of natural fibers, chemical fibers, synthetic fibers and their mixtures so that the resulting continuous plain fabric consists of a plurality of said two sections disposed in alternate fashion, and cutting the continuous lengthy plain fabric along the transverse center line in each of the sections woven with the warps of strands and wefts of a water-soluble chemical filament, so that the mop elements thus prepared are easily stitched to a piece of tough cloth to form a mop head. In use, it is only necessary to soak the resulting mop element stitched to a piece of cloth in water to dissolve said water-soluble chemical filament wefts.

3,568,235
COSMETIC APPLICATOR WITH HANDLE HAVING INTEGRALLY FORMED STIFFENER

Bruno D. Aston, 14211 Skyline Drive, Hacienda Heights, Calif. 91745
 Application Apr. 11, 1969, Ser. No. 816,183, which is a continuation of application Ser. No. 660,124, Aug. 11, 1967. Divided and this application Sept. 23, 1969, Ser. No. 860,301
 Int. Cl. A47k 7/02; A47I 13/46

U.S. Cl. 15-244

4 Claims



An applicator element mounted on a handle to serve the general purpose of a brush comprises a bulbous body of

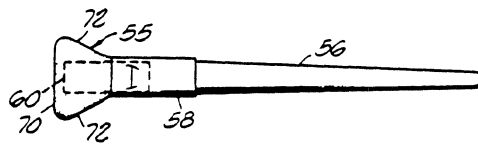
a soft, resilient, foamed plastic with the cells open to provide communication among the cells and to provide numerous minute outwardly open cavities formed by the outer cells. A stiffener element projecting from the handle is enclosed by the foamed plastic applicator element and is substantially smaller in cross sectional area than the applicator element.

3,568,236
COSMETIC APPLICATOR WITH FLEXIBLE STIFFENER

Bruno D. Aston, 14421 Autumn Moon Drive, Hacienda Heights, Calif. 91745
 Application Apr. 11, 1969, Ser. No. 816,183, which is a continuation of application Ser. No. 660,124, Aug. 11, 1967. Divided and this application Sept. 23, 1969, Ser. No. 860,304
 Int. Cl. A47k 7/02

U.S. Cl. 15-244

2 Claims

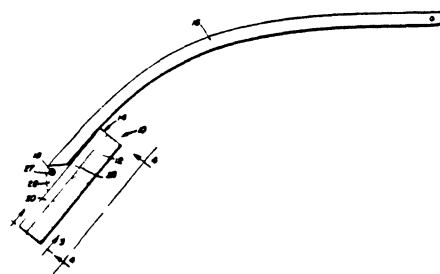


An applicator element mounted on a handle to serve the general purpose of a brush comprises a bulbous body of a soft, resilient, foamed plastic with the cells open to provide communication among the cells and to provide numerous minute outwardly open cavities formed by the outer cells. A stiffener element projecting from the handle is enclosed by the foamed plastic applicator element and is substantially smaller in cross sectional area than the applicator element.

3,568,237
SPONGE BACK WASHER
 William L. Rhodes, P.O. Box 16, Aiken, S.C. 29801
 Filed Dec. 30, 1968, Ser. No. 787,810
 Int. Cl. A47k 7/02

U.S. Cl. 15-244

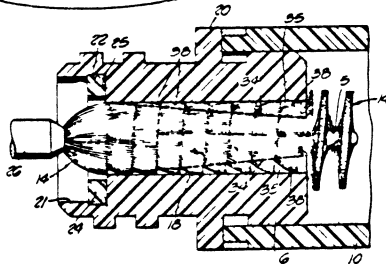
2 Claims



The invention is a sponge back washer, and consists of a rectangular base having upstanding flanges on each edge, the flanges on the long edges also then extending inwardly into cooperative slits on a cellulose sponge placed on the base between the upstanding flanges. As such, it serves as a sponge holder for use as a back washer as well as elsewhere, but for particular use in washing one's back, the holder is also provided with a curved handle pivotally secured to the base face of the sponge and extendible to a position forwardly of the forward face of the sponge.

3,692,417
APPLICATOR ASSEMBLY FOR FLUENT MATERIALS
 Bruno D. Aston, 14421 Autumn Moon Drive, Hacienda Heights, Calif.
 Filed May 12, 1969, Ser. No. 823,864
 Int. Cl. A46b 11/00
 U.S. Cl. 401-122

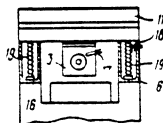
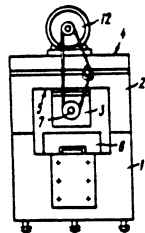
6 Claims



A container for fluent material to be applied by an elongated brush with radial bristles has a relatively long entrance passage with re-entrant portions to control the quantity of material on the brush by contracting the brush for wiping action as the brush is withdrawn from the container

3,692,418
PRECISION BORING MACHINE
 Fridrikh Lvovich Kopelev, Komsomolskaya ulitsa, 43, kv. 4 Odessa, U.S.S.R.
 Filed Aug. 28, 1970, Ser. No. 67,733
 Int. Cl. B23b 39/22, 47/00
 U.S. Cl. 408-8

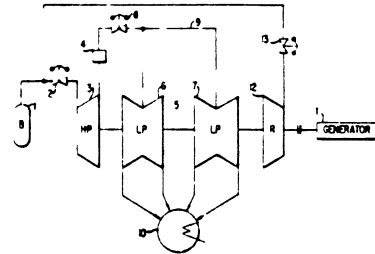
11 Claims



A precision boring machine with compensated thermal deformation comprising a bed, one or two frames carrying, each, at least one spindle head and secured on the bed, and a work table for mounting the workpieces, said table sliding along the bed during boring operations, to compensate for the thermal deformations of the frame and spindle head and to improve the precision of machining, each spindle head is secured on the frame surface facing the work table so that it is located between the frame, and the work table.

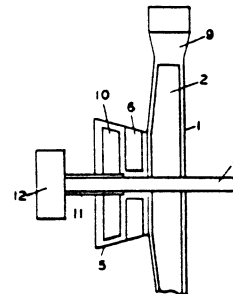
3,692,419
ELASTIC FLUID TURBINE SYSTEM
 Shigenobu Katagiri, Kanagawa-ken, and Mitsuhide Yokoyama, both of Japan, assignors to Tokyo Shibaura Electric Co., Ltd., Kawasaki-shi, Japan
 Filed June 3, 1971, Ser. No. 149,640
 Claims priority, application Japan, June 4, 1970, 45/47688
 Int. Cl. F01b 25/06
 U.S. Cl. 415-30

9 Claims



An auxiliary turbine having a steam admission control valve is provided in a turbine system for generating a reverse torque with respect to the main turbine unit. The steam admission control valve is actuated to open if the turbine speed runs above a predetermined value or at a rate of change above a predetermined value, whereby an undesirable turbine overspeed is prevented.

3,692,420
INLETS OF CENTRIFUGAL COMPRESSORS, BLOWERS AND PUMPS
 Georg S. Mittelstaedt, 274 73rd St., Brooklyn, N.Y.
 Filed April 10, 1970, Ser. No. 27,314
 Int. Cl. F01d 13/00
 U.S. Cl. 415-62



This invention relates to improvements in the inlet of a centrifugal compressor.

A stator comprising a row of slanted stationary blades is disposed in the air inlet of a centrifugal compressor, directing the fluid against the impeller blading in the general direction of rotation.

A rotor is disposed in front of the stator, the rotor and stator forming a stage. The rotor produces velocity energy, and the stator reduces velocity energy with increase of pressure energy.

The inlet conduit is forwardly enlarged — rearwardly reduced around the rotor-stator stage, to provide a large take opening and to help precompress the fluid before it enters the impeller.

Plural rotor-stator stages are disposed in the inlet conduit to increase pre-compression in the inlet.

A peripheral aperture is provided in the inlet conduit around the first rotor, or the first rotor is projected from the

3,577,582
METHOD OF MAKING AN APPLICATOR FOR COSMETICS

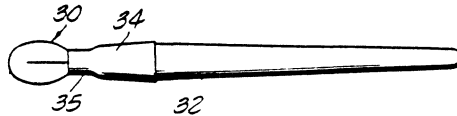
Bruno D. Aston, 14211 Skyline Drive, Hacienda Heights, Calif.

Continuation of application Ser. No. 660,124, Aug. 11, 1967, now abandoned. This application Apr. 11, 1969, Ser. No. 816,183

Int. Cl. A47k 7/02

U.S. Cl. 15-244

4 Claims



An applicator element mounted on a handle to serve the general purpose of a brush comprises a bulbous body of a soft, resilient, foamed plastic with the cells open to provide communication among the cells and to provide numerous minute outwardly open cavities formed by the outer cells. The applicator element is of folded construction. Preferably, a stiffener element is enclosed by the foamed plastic applicator element and is substantially smaller in cross-sectional area than the applicator element.

3,577,583
MAGNETIC CLAMP

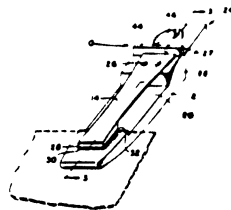
Willard R. Amann, Rochester, N.Y., assignor to Eastman Kodak Company, Rochester, N.Y.

Filed Nov. 29, 1968, Ser. No. 780,016

Int. Cl. E05d 13/02

U.S. Cl. 16-87.2

9 Claims



A clamp for releasably holding sheet material includes a rigid base of nonmagnetic material and an elongated strip of flexible material. The base carries a permanent magnet at one end, and the elongated strip is attached to the other end of the base and carries a second permanent magnet overlying the permanent magnet in the base. A recess is formed in the base underlying the central portion of the strip in such a manner that, by depressing that portion of the strip, the magnets are caused to part permitting insertion or removal of a piece of sheet material.

3,577,584
HINGE FOR CABINET DOOR

Louis E. Himmelreich, Louisville, Ky., assignor to H. J. Scheirich Company, Louisville, Ky.

Filed July 22, 1969, Ser. No. 843,703

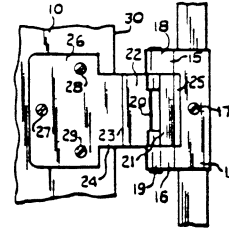
Int. Cl. E05d 5/06

U.S. Cl. 16-135

2 Claims

A hinge for mounting a door on a cabinet stile requires

only a single-mounting fastening entering the stile and is illustrated with respect to a stile formed of folded material and



having a door overlying the edge of the stile while in closed position

3,577,585
MEAT-TENDERIZING MACHINE

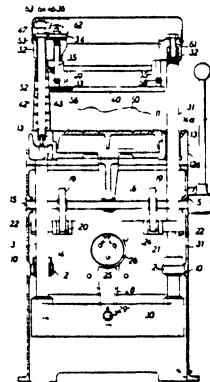
Fernand Stanislas Allinquant, 53 Avenue LeNotre, Sceaux, France

Filed July 18, 1968, Ser. No. 745,758

Int. Cl. A22c 9/00

U.S. Cl. 17-25

8 Claims



The invention relates to a meat-tenderizing machine comprising stationary columns a grid pressing upon the piece of meat which, owing to inclined hinged rings rubbing against the columns, should be maintained in position while the tenderizing blades are pulled upwardly out of the piece of meat, the improvement being that the columns bear at these tops owing to which the grid is prevented from ascending beyond a given horizontal position should the grid accompany the blades in their ascending movement in spite of the inclined rings.

3,577,586
APPARATUS FOR CONTINUOUSLY TRANSVERSELY STRETCHING ORIENTABLE SHEET MATERIAL

Frank Kalwales, Somerville, and Peter I. Bensch, Roseland Park, N.J., assignors to Johnson & Johnson

Filed Dec. 20, 1967, Ser. No. 692,888

Int. Cl. B29g 7/00

U.S. Cl. 18-1

8 Claims

Method and apparatus for transversely stretching sheet material wherein the material is moved in its longitudinal direction, tension is applied in the transverse direction, the material heated and uniformly stretched in its transverse direction at a rate sufficient to orient the material. After the material is uniformly transversely stretched the desired amount the edges of the material are kept parallel and the material cooled. The apparatus comprises means for applying tension in the transverse direction of continuously moving sheet material, means for heating the material while said ten-

EXHIBIT 2

Letter From Bruno's California Attorney

SIDNEY R. TROXELL

ATTORNEY AT LAW

July 31, 1986

5900 Sepulveda Boulevard
Suite 425
Van Nuys, California 91411
(818) 781-5123

Don Mullen
290 West Center
Provo
Utah 84604

Re: *D'Aston v D'Aston*
Civil No. CV-86-1124

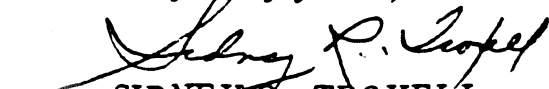
Dear Mr. Mullen:

Enclosed is a copy of the affidavit of Ramond D. Anthony dated July 7, 1986.

Dr. D'Aston's position is that the agreement of March 1, 1973 is still in full force and effect and that Mrs. D'Aston is obliged to deliver the coins, jewelry and other articles of value to her husband.

Please bear in mind that many thousands of dollars worth of coins which Dr. D'Aston had were the property of consignors.

Very truly yours,


SIDNEY R. TROXELL
cc S. Rex Lewis

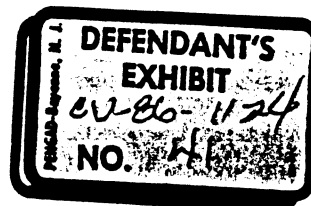


EXHIBIT 3

Letter From Bruno's California Attorney and
Assignment by Bruno

SIDNEY R. TROXELL

ATTORNEY AT LAW

August 25, 1986

5900 Sepulveda Boulevard
Suite 425
Van Nuys, California 91411
(818) 781-5123

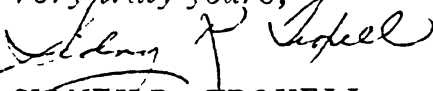
Dorothy D'Aston
P.O. Box 1812
Provo
Utah 84603

Dear Dorothy D'Aston:

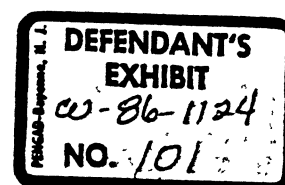
Enclosed is a copy of an Assignment and Bill of Sale executed by Bruno D'Aston on August 21, 1986.

I now claim ownership of the property described in the document and demand possession thereof. Please arrange for delivery to me of all properties and things described therein. You may call me collect at the above telephone number.

Very truly yours,



SIDNEY R. TROXELL
cc Don Mullen
S. Rex Lewis



ASSIGNMENT AND BILL OF SALE

For and in consideration of services rendered and to be rendered and for other good and valuable consideration, Bruno D'Aston, whose address is 1676 Orangewood, Apartment B, Anaheim, California, does hereby assign, transfer, bargain, sell and convey to Sidney R. Troxell all of the following:

1. All right, title and interest in and to the rights and things described in that certain agreement between Bruno D'Aston and Dorothy D'Aston dated March 1, 1973 and recorded in Book D 6578, page 894 in the records of the County Recorder of Los Angeles County, a copy of which agreement is annexed hereto as Exhibit A and made a part hereof; and

2. All right, title and interest in and to all of the coins, currency, gold, silver, jewelry, guns and other personal property described in the attached Exhibit B, which is made a part hereof.

3. All right, title and interest in and to coins, currency, gold, silver, jewelry, guns, books, manuscripts, magazines, papers, records, negotiable instruments, securities, letters, or other things, now in the possession of Dorothy D'Aston, Eric D'Aston, Lisa D'Aston, or any other person, which is the property of Bruno D'Aston.

Executed at Umpqua, Oregon on August 1986.

BRUNO D'ASTON

EXHIBIT 4

Lawsuit by Bruno's California Attorney

SUMMONS
(CITACION JUDICIAL)

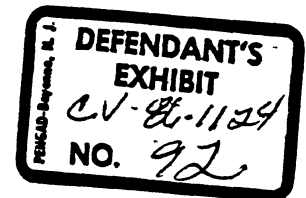
NOTICE TO DEFENDANT: (Aviso a Acusado)

DOROTHY ASTON, ERIC ASTON and DOES I-V, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(A Ud. le está demandando)

SIDNEY R. TROXELL

FOR COURT USE ONLY
ISOLO PARA USO DE LA CORTE



You have 30 CALENDAR DAYS after this summons is served on you to file a typewritten response at this court.

A letter or phone call will not protect you; your typewritten response must be in proper legal form if you want the court to hear your case.

If you do not file your response on time, you may lose the case, and your wages, money and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

Después de que le entreguen esta citación judicial usted tiene un plazo de 30 DIAS CALENDARIOS para presentar una respuesta escrita a máquina en esta corte.

Una carta o una llamada telefónica no le ofrecerá protección; su respuesta escrita a máquina tiene que cumplir con las formalidades legales apropiadas si usted quiere que la corte escuche su caso.

Si usted no presenta su respuesta a tiempo, puede perder el caso, y le pueden quitar su salario, su dinero y otras cosas de su propiedad sin aviso adicional por parte de la corte.

Existen otros requisitos legales. Puede que usted quiera llamar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de referencia de abogados o a una oficina de ayuda legal (vea el directorio telefónico).

The name and address of the court is: (El nombre y dirección de la corte es)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, Central District 111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER Número del Caso

0615599

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es)

SIDNEY R. TROXELL, In pro per
5900 Sepulveda Blvd., Suite #425
Van Nuys, CA 91411
(818) 781-5123

DATE:
(Fecha)

SEP 8 - 1986

Frank S. Zolin,

Clerk, by
(Actuario)

HECTOR DON LUCAS

, Dep
(De es)

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):

under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (individual)
 other:

1 SIDNEY R. TROXELL
2 5900 Sepulveda Blvd., Suite #425
3 Van Nuys, CA 91411
4 (818) 781-5123

5 Attorney for Plaintiff

6
7
8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

9
10 C615699

11 SIDNEY R. TROXELL,) CASE NO.
12 Plaintiff) COMPLAINT FOR CONVERSION
13 vs) OF PERSONAL PROPERTY
14)
15 DOROTHY ASTON, ERIC)
ASTON and DOES I-V, inclusive)
16 Defendants)

17 Plaintiff complains and alleges:

- 18 1. Plaintiff is the owner and is entitled to the possession of gold, gold dollars,
19 silver, silver dollars, paper money, gold notes and miscellaneous coins and
20 personal property. A complete list of this property is annexed hereto as
21 Exhibit A and made a part hereof.
22 2. Defendants and each of them have appropriated said property to their own
23 use with intent to convert it, and they have declined to deliver said property
24 to plaintiff despite his demand therefor.
25 3. The reasonable value of the property at the time of the conversion there
26 was \$1,500,000, and plaintiff has been damaged in that amount.
27 4. As a direct and proximate result of the acts of defendants plaintiff has lost
28 profits which would foreseeably have been achieved from the use and sale of

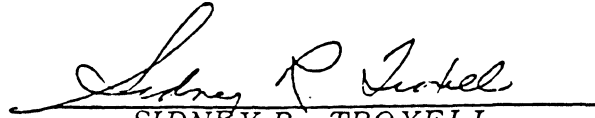
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said property, all in the amount of \$500,000.

5. The acts of defendants have been done with malice and with intent to annoy, harass and oppress plaintiff, who is therefore entitled to punitive damages in the sum of \$1,000,000 under California Civil Code section 3294.

Wherefore, plaintiff prays judgment against defendants and each of them for the sum of \$3,000,000, for costs of suit and such other and further relief to the court seems just.

Dated: September 5, 1986



SIDNEY R. TROXELL
in pro per

U.S. GOLD DOLLARS

- (1) 1849-AU
- (1) 1851-AU
- (1) 1851-C-AU
- (1) 1852-AU
- (2) 1853-AU
- (1) 1857-C-AU
- (1) 1862-AU-ANAC
- (1) 1884-MS-70 Gem Proof

HW

U.S. \$2½ GOLD

- (1) 1905-UNC
- (1) 1912-AU
- (1) 1915-AU
- (1) 1929-AU
- (1) 1911-D-MS 70 Gem BU

See NW-INV

U.S. \$5 GOLD

- (1) 1907-7-GEM-ANAC
- (1) 1914-GEM

U.S. \$10 GOLD

- (1) 1901-S-UNC
- (1) 1910-D-UNC-SEE NW-INV
- (1) 1915-UNC-SEE NW-INV
- (1) 1932-GEM-ANAC
- (1) 1926-GEM-ANAC

U.S. \$20 GOLD

- (1) 1850-UNC
- (1) 1853-U.S. ASSAY-ANAC
- (1) 1854-KELLOG-UNC-F.K.
- (1) 1854-S-GEM-F.K.-ANAC
- (1) 1856-AU
- (1) 1869-AU
- (1) 1871-AU
- (1) 1897-BU
- (1) 1907-HIGH RELIEF. W.E. GEM BU
- (1) 1911-D-BU
- (1) 1914-S-BU
- (1) 1923-BU
- (1) 1924-BU
- (1) 1925-BU
- (1) 1926-BU
- (1) 1927-BU
- (1) 1928-BU

U.S. SILVER DOLLARS

- (1) 1795-XF†
- (1) 1799-XF†
- (1) 1801-AU
- (1) 1872-MS-65-ANAC
- (1) 1876-TRADE-Proof-MS-65
- (1) 1878-7TF-Proof-MS-65†
- (1) 1878-8TF-Proof-MS-65
- (1) 1878-Metnc-Proof-MS-63
- (1) 1879-Trade-Proof-MS-65
- (1) 1880-Proof-MS-67/69
- (1) 1881-Proof-MS-65
- (1) 1882-Proof-MS-65
- (1) 1883-Proof-MS-65
- (1) 1892-Proof-MS-70

(1) 183-Proof-MS-70

(1) 185-Proof-MS-70

(1) 1879-S-BM-Proof

(1) 1881-O-B.M.-Proof

(1) 1880-S-MS-70

(1) 1881-S-MS-70

(1) 1882-S-MS-70

(1) 1883-S-MS-84-P.L.

(1) 1884-S-MS-85-P.L.

(1) 1885-S-MS-70

(1) Gem Set MS-65-P.L. CC-

Dollars - 1878-1893

(1) 1888-S-UNC

(1) 1888-O-UNC

(1) 1888-O-UNC

(1) 1892-S-UNC

(1) 1893-S-UNC

(1) 1893-CC-UNC

(1) 1895-O-UNC

(1) 1896-O-UNC

(1) 1901-P-UNC

(1) 1903-S-F.K. Gem BU

(28 rolls) (520) Common Dates

BU Dollars

(22 rolls) (440) Common Dates

Circ Dollars

CANADA DOLLARS

- (33) 1935-BU
- (5) 1936-BU
- (5) 1937-BU
- (1) 1937-Proof-Presentation
- (7) 1938-BU
- (32) 1939-BU
- (6) 1945-BU
- (5) 1946-BU
- (14) 1949-BU
- (2) 1948-BU
- (14) 1950-BU
- (5) 1950-ARN-BU
- (26) 1952-BU
- (12) 1952-NWL-BU
- (20) 1953-FB-BU
- (20) 1953-WE-BU
- (20) 1954-BU
- (20) 1955-BU
- (8) 1955-ARN-BU
- (20) 1956-BU
- (20) 1957-BU
- (120) 1958-BU
- (120) 1959-BU
- (120) 1960-BU
- (120) 1961-BU
- (120) 1962-BU
- (120) 1963-BU
- (120) 1964-BU
- (40) 1965-TY-1-BU
- (40) 1965-TY-2-BU
- (40) 1965-TY-3-BU
- (40) 1965-TY-4-BU
- (40) 1965-TY-5-BU
- (1) 1966-Small Beads-BU
- (120) 1966-L-B-BU
- (1) 1967-D G.-45 degree-BU
- (120) 1967-BU
- (1) 1967-Trippie struck-BU
- (10) 1967-Canada Proof Sets
- With Gold
- (2) 1947-Pointe 7
- (2) 1947-Blunt 7
- (3) 1947-Maple Leaf
- (480) 1984-Proof Dollars/cases

U.S. TYPE COINS

- (1) 1914-D-1¢-GEM-BU
- (1) 1916¢-GEM PROOF
- (40) 1916-P-10¢-GEM-BU
- (1) 1916-D-10¢-GEM-BU
- (1) 1878-20¢-Proof
- (1) 1835-25¢-GEM-BU
- (1) 1853-ARR-GEM-BU-25¢
- (1) 1873-Gem Proof-25¢-ANAC
- (1) Set 1932-1964-Gem-Bu-Quarters
- (1) 1916-P-25¢-Gem-BU-ANAC
- (1) 1835-50¢-BU
- (1) 1929-D-50¢-BU
- (1) 1934-P-50¢-GEM-BU
- (3) 1936-P-50¢-GEM-BU
- (1) 1937-Proof-50¢-GEM-BU
- (1) 1938-P-50¢-GEM-BU
- (1) 1938-D-50¢-GEM-BU
- (1) Set 1941-1947-50¢-Gem-BU

SILVER BULLION

1-oz. Rounds - 5-oz. Bars

10-oz. Bars

100-oz. Bars

Total 3,611 ozs.

- (200) 1982-1-oz. Libertads
- (200) 1983-1-oz. Libertads
- (400) 1984-1-oz. Libertads
- (400) 1985-1-oz. Libertads

MISC. GOLD

- (55) 1/10 Oz. KR
- (50) 1 Oz. KR
- (26) 1/10 Oz. M
- (50) 1 Oz. M
- (18) Mex. 2 Peso
- (27) Mex. 2½ Peso
- (12) Mex. 5 Peso
- (12) Mex. 10 Peso
- (12) Mex. 20 Peso
- (2) Mex. 1921 50 Peso
- (2) Mex. 1931 50 Peso
- (1) Mex. 1945 50 Peso
- (4) Mex. 1947 50 Peso
- (1) Argenteus-24-K-Kennedy-Proof-5"

U.S. PAPER MONEY

SMALL SIZE

- (5) FR-2400 Gem Crisp
- (5) FR-2400* Gem Crisp
- (5) FR-2402 Gem Crisp
- (5) FR-2402* Gem Crisp
- (2) FR-2404* Gem Crisp
- (4) FR-2405 Gem Crisp
- (4) FR-2405* Gem Crisp
- (1) FR-2407 Gem Crisp (1.375 issued)

U.S. PAPER MONEY

LARGE SIZE

- (1) FR-221 Gem Crisp
- (1) FR-224 Gem Crisp
- (1) FR-225 Gem Crisp
- (1) FR-247 Gem Crisp
- (1) FR-248 Gem Crisp
- (1) FR-270 Gem Crisp
- (1) FR-259 Gem Crisp
- (1) FR-260 Gem Crisp
- (1) FR-261 Gem Crisp
- (1) FR-262 Gem Crisp
- (1) FR-263 Gem Crisp
- (1) FR-265 Gem Crisp
- (1) FR-268 Gem Crisp
- (1) FR-269 Gem Crisp
- (1) FR-270 Gem Crisp
- (1) FR-262 Gem Crisp
- (1) FR-276 Gem Crisp
- (1) FR-751 Gem Crisp
- (1) FR-754 Gem Crisp
- (1) FR-822 Gem Crisp
- (1) FR-824 Gem Crisp

LG. \$10 GOLD NOTES

- (4) FR-1167 Gem Crisp
- (2) FR-1168 Gem Crisp
- (4) FR-1169 Gem Crisp
- (1) FR-1170 Gem Crisp
- (1) FR-1171 Gem Crisp
- (1) FR-1172 Gem Crisp
- (4) FR-1173 Gem Crisp

LG. \$20 - \$50 - \$100 GOLD NOTES

- (1) FR-1177 Gem Crisp \$20
- (1) FR-1180 Gem Crisp \$20
- (4) FR-1186 Gem Crisp \$20
- (1) FR-1194 Gem Crisp \$50
- (1) FR-1199 Gem Crisp \$50
- (1) FR-1215 Gem Crisp \$100

MISCELLANEOUS

- (1) 84 5 gram Alaska Gold Nugget
- (1 Set) "Coins of the Golden West" - Gem Set in original copper frame
- (1) Colt, Gold Inlay Pistol - 1849 Serial No. 183970 W-SM-Registry

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(818) 781-5123

EXHIBIT 5

Trial Transcript Regarding Inadmissibility
of Polygraph Test

1 MR. LEWIS: Do you want me to call the
2 Polygraph Operator and lay some foundation?

3 MR. HARRISON: No I think this is a legal
4 issue that doesn't have anything to do with his
5 qualifications I will stipulate to his qualifications. That
6 is not the issue. I think now is the time to for us to
7 make our legal argument to the court relative to the
8 admissibility of the Polygraph absent a stipulation of the
9 parties.

10 THE COURT: The only thing that I can see that Utah
11 has spoken on with regard to the Polygraph has been a
12 stipulation of the parties that the results may be used in
13 the trial.

14 MR. LEWIS: May we have a stipulation that
15 counsel indicates stipulates that Brent Bullock is a
16 qualified Polygraph operator?

17 MR. HARRISON: Yes.

18 THE COURT: Okay so you have that for the
19 record. Do you wish to argue now whether or not the
20 court should admit the results of that test?

21 MR. LEWIS: Yes Your Honor I believe that
22 the court does have the cases. I think the New Mexico
23 Case is a sister state certainly is well reasoned does
24 admit it. It is one of the few cases in civil cases
25 where it has been admitted. Utah, as the court will recall,

1 is the Able Case even in criminal cases whether or not
2 with the proper foundation they would let in a Polygraph
3 absent a stipulation.

4 The most recent case it has been also a criminal case
5 the State vs. Tillman that was on the penalty phase
6 of the hearing and the court in that in fact said I think
7 left it open still because they said the evidence in
8 affect came in any way.

9 THE COURT: Let me read you this part from
10 State vs. Tillman that gives me my greatest concern.
11 It is on Page 11 of the Utah Advanced Reports it says
12 that in this regard our case law has left open the question
13 of whether Polygraph Test results may be admitted in the
14 absence of a stipulation. While developments in the
15 area of Polygraph Examinations may in the future progress
16 to the point where the Polygraph Tests should be held
17 admissible irrespective of stipulation we do not find
18 sufficient foundation for assessing the reliability and
19 probative value of the Polygraph Examination.

20 That is the language that bothers me the most with
21 regard to Utah's position.

22 MR. LEWIS: That goes to foundation and I assume
23 the stipulation that we have now takes care of
24 the foundation.

25 THE COURT: Well I am not sure that goes to

1 foundation.

2 MR. LEWIS: If you will look over on Page
3 12 the last two sentences why I say I think it still hasn't
4 been fully determined even in a criminal case where it
5 says however, it is already noted that the
6 Polygraph evidence at issue entirely corroborative
7 the intent and nature of defendant's participation
8 in the crime and issue of credibility and on the degree
9 of culpability has been well developed for the jury's
10 deliberation and consideration. Thus the evidence would
11 have been of no use in mitigating the penalty.

12 So in fact they are saying you know of no moment any way.
13 Again they are all criminal cases. I think when we get
14 over into the area of the civil law then we have a
15 different proof, proof is different and in a criminal
16 case it has got to be beyond a reasonable doubt. Here
17 in civil case it only needs to preponderate and particularly
18 in a case which is strictly equitable as the court is now
19 hearing and would seem that it ought to come in.

20 THE COURT: I would agree with you that it ought
21 to come in but by reading of the cases by the Supreme
22 Court it seems to indicate that it should not. That is the
23 biggest problem I have. As I read this that I have read
24 to you before I don't think that particular goes to the
25 qualifications of the examiner. I think that is somewhat

1 blatant statement regarding the admissibility of the
2 examination results in and of itself. I really think
3 I feel like the reasoning of the New Mexico and Illinois
4 cases are probably better in my opinion than the Arizona
5 and California cases. I think Utah is still following the
6 Arizona and California or else they are following
7 Utah I don't know which is which. It appears to me
8 that the Utah Supreme Court is still saying they are not
9 admissible without stipulation. They haven't specifically
10 addressed that to civil case. I am going to allow the fact
11 that I guess the Supreme Court can rule on this but
12 you have got your argument and cases and I am going to
13 allow to remain in the record the fact that your client
14 did voluntarily submit himself to a Lie Detector Test
15 and that will remain in the record.

16 The record will also show that you wanted to call
17 the examiner for the results which I am sure you could
18 proffer were favorable for your client but I am not
19 going to allow the results of the test in as such. I
20 think to do so would probably create a reversible
21 situation in this matter the way the Supreme Court
22 has spoken. I am sure it won't make any difference
23 in my decision one way or the other.

24 MR. LEWIS: I assume the record is showing that
25 the Polygraph Examiner Brent Bullock is here and ready

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to testify.

THE COURT: Yes the record may clearly show that he is here and ready to testify.

MR. LEWIS: Well I suppose with that ruling I won't bother calling him.

MR. HARRISON: Your Honor I would entertain an objection into the record to matters that the court recited relative to the fact, any references to a Polygraph. I cite the case of Goldthorpe vs. Farmer's Insurance Exchange which is one of the Arizona Cases which specifically stated in the absence of the stipulation any evidence or reference to a Polygraph Test is inadmissibility. My objection is based upon any reference whatsoever to a Polygraph Test.

THE COURT: You may make your objections for the record you are overruled and I dont' think that is well reasoned as the New Mexico Case. If I were to decide if I did not have the opinion that the Utah Supreme Court spoken on this I would not be deciding in your favor at all. I would decide with Mr. Lewis because I think the New Mexico Courts are better reasoned than the Arizona Court in my opinion.

MR. LEWIS: I suppose I had better look for the witnesses, the next witness then?

THE COURT: Yes.