

CERTIFIED MAIL -- RETURN RECEIPT REQUESTED

April 5, 1982

Mr. Bill Gomes  
Box 283  
Lake Arrowhead, California 92352

Re: N54384; T. M. Irvin

Dear Mr. Gomes:

By telephone, you advised us on April 5, 1982, that you and your associates had been induced to purchase an airplane allegedly owned by Tharland Mack Irvin, or Tom Irvin, but that Mr. Irvin did not own the aircraft. You state that you now are in a position to recover your money on certification from the Federal Aviation Administration that the events you described are in fact the state of the record.

After an extensive investigation by the Federal Bureau of Investigation, Mr. Irvin pleaded guilty to three charges of violation of Section 1001 of Title 18, United States Code, making false or fraudulent statements of an agency of the United States. He has issued a Quitclaim document for all of the aircraft which aircraft records he clouded. This quitclaim document has been recorded in each file, including that of N54384.

You are authorized to forward this letter as necessary in support of your claim. Interested parties may contact this office for further information.

Sincerely,

Original Signed By  
R. BRUCE CARTER

*JTB*  
Joseph T. Brennan  
Aeronautical Center Counsel

bcc:  
AAC-250

AAC-7:RBCarter:pw:2296:4-5-82

FEB 9 1982

Mr. Edward F. Stewart  
United States Aviation Underwriters  
50 California Street  
San Francisco, California 94111

Re: Piper PA 34-200, N54384, S/N 34-7450059;  
Title and Registration

Dear Mr. Stewart:

This letter is written concerning the ownership of what your records indicate is now your Piper Seneca, N54384. The individual named T. M. Irvin has been found to have been submitting false Bills of Sale and false Applications for Registration for a number of aircraft, including N54384, which your affidavit and its attached documents show is now your aircraft. The documents you submitted will be recorded in the official file for N54384 upon their proper completion.

After an extensive investigation by the Federal Bureau of Investigation, Mr. Irvin pleaded guilty to three charges of Section 1001 of Title 18 of the United States Code, making false or fraudulent statements to an agency of the United States. He has issued a Quitclaim document for all of the aircraft which aircraft records he clouded. That quitclaim document has been recorded in each file, including that of N54384.

However, because Mr. Irvin had the aircraft registered in his name, it is now necessary to have you submit proper documentation to have the aircraft registered to your corporation.

Your Affidavit, which was filed on October 20, 1980, was not a proper Affidavit because it was not a document sworn to before a Notary Public. Likewise, although the copy of the check to Ruth Johnson, the USAIG Aircraft Policy, the Proof of Loss, the Loan Receipt and, especially, the Bill of Sale from Ruth Johnson to U.S. Aviation Underwriters are not true copies for the purpose of recordation. Each is merely a Xerox of a certified copy. To have N54384 registered to your corporation, we need the original Bill of Sale, or at least a certified copy which is a first generation copy, certified. We will also need the Application for Registration completed and returned, together with the \$5 fee. If you

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wish to have any other documents recorded, they must be the original documents, or an original copy, certified. An Application for Registration is enclosed for your convenience, together with a self-addressed, franked envelope.

If you have any questions concerning this matter, please contact us. Our address is on this letterhead and our telephone number is (405) 686-2296.

Sincerely,

Original signed by  
J. T. BRENNAN

Joseph T. Brennan  
Aeronautical Center Counsel

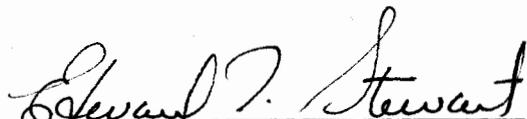
Enclosure  
As stated

bcc:  
AAC-250

A F F I D A V I T

WHEREAS United States Aviation Underwriters, Inc., have paid \$76,000.00, to Ruth Johnson dba Ruth Johnson Flying Service, and in exchange for that payment have received a signed FAA Bill of Sale, a notarized Proof of Loss and a witnessed Loan Receipt, under a policy of insurance, no. 400-14153, issued to Ruth Johnson dba Ruth Johnson Flying Service, United States Aviation Underwriters, Inc. are now the sole owners of a 1974 Piper Seneca, N-54384.

Supporting documents are attached.

  
Edward F. Stewart



1030000000

DRAFT MUST BE ENDORSED EXACTLY AS DRAWN.

ENDORSEMENT OF THIS DRAFT BY PAYEE OR PAYEES IS ACKNOWLEDGEMENT OF FULL SETTLEMENT, SATISFACTION, COMPROMISE AND DISCHARGE OF ALL CLAIMS AND DEMANDS OF EVERY NATURE AND KIND OF LOSS AND DAMAGE UNDER THE POLICY OF INSURANCE NUMBER OF WHICH APPEARS ON THE FACE OF THIS DRAFT, SAID LOSS OR DAMAGE HAVING OCCURRED ON OR ABOUT THE DATE SHOWN ON THE FACE OF THIS DRAFT, AND ALL RIGHTS OF RECOVERY AGAINST THOSE RESPONSIBLE FOR THE SAID LOSS OR DAMAGE ARE HEREBY ASSIGNED TO THE INSURANCE COMPANY OR COMPANIES BY THE SUBSCRIBER AND THE SUBSCRIBER HEREBY AGREES TO EXECUTE ANY DOCUMENT REQUIRED BY THE INSURANCE COMPANY OR COMPANIES IN THE PROSECUTION OF SAID RIGHTS.

AT THE TIME OF THE LOSS THERE WAS NO OTHER INSURANCE COVERING THE INSURED PROPERTY.

THE LOSS WAS NOT CAUSED BY DESIGN OR PROCUREMENT ON THE PART OF THE INSURED; NOTHING HAS BEEN DONE BY OR WITH THE PRIVACY OR CONSENT OF THE INSURED TO VIOLATE THE CONDITIONS OF THE POLICY OR RENDER IT VOID; NO PROPERTY SAVED HAS BEEN IN ANY MANNER CONCEALED; AND NO ATTEMPT TO DECEIVE THE SAID COMPANY OR COMPANIES TO THE EXTENT OF THE LOSS, HAS IN ANY MANNER BEEN MADE.

I (WE) HAVE READ AND FULLY UNDERSTAND THE ABOVE.

Ruby Johnson d/b/a  
Ruby Johnson Flying Service

PAY TO THE ORDER OF  
ANY BANK OR BANKER  
FOR DEPOSIT ONLY

423 0001282

11/23/11

IMPORTANT

THE ENDORSEMENT OF ALL PAYEES MUST APPEAR HEREON UNDERNEATH THE FOREGOING DISCHARGE. PROPERLY CERTIFIED EVIDENCE OF AUTHORITY MUST ACCOMPANY DRAFT IF ENDORSED BY AN ATTORNEY OR OTHER REPRESENTATIVE.

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# USAIG

UNITED STATES AIRCRAFT INSURANCE GROUP

## 400

### AIRCRAFT POLICY

Ruth Johnson  
 d/b/a Ruth Johnson Flying Service  
 Chino Airport  
 Chino, California 91710

THE AETNA CASUALTY AND SURETY COMPANY  
Hartford, Connecticut

AETNA INSURANCE COMPANY  
Hartford, Connecticut

COMMERCIAL UNION INSURANCE COMPANY  
Boston, Massachusetts

CONTINENTAL CASUALTY COMPANY  
Chicago, Illinois

EMPLOYERS MUTUAL LIABILITY INSURANCE  
COMPANY OF WISCONSIN  
Milwaukee, Wisconsin

HARTFORD FIRE INSURANCE COMPANY  
Hartford, Connecticut

MARYLAND CASUALTY COMPANY  
Baltimore, Maryland

RELIANCE INSURANCE COMPANY  
Philadelphia, Pennsylvania

ST. PAUL FIRE AND MARINE INSURANCE CO.  
St. Paul, Minnesota

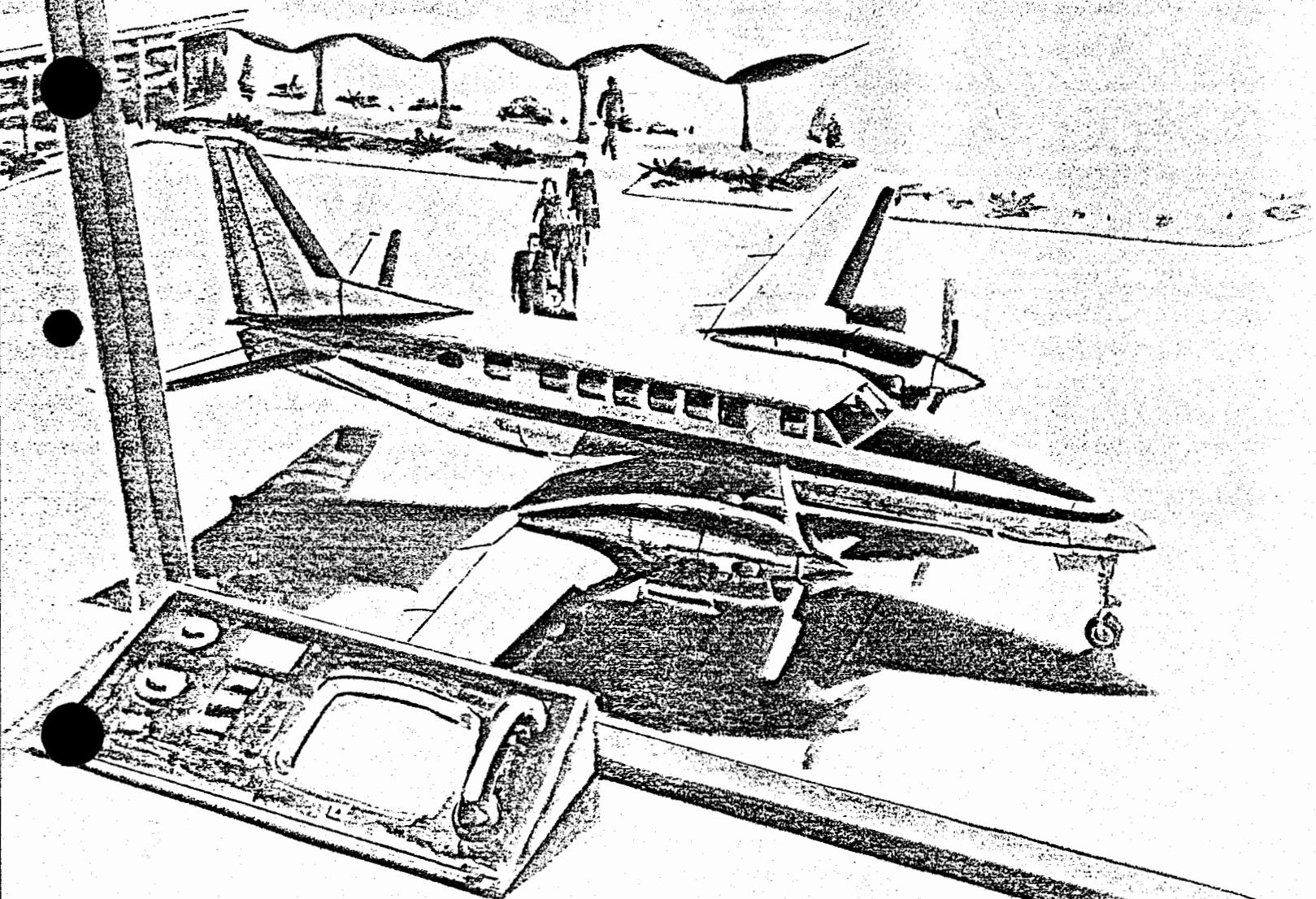
THE TRAVELERS INDEMNITY COMPANY  
Hartford, Connecticut

UNITED STATES FIDELITY AND GUARANTEE COMPANY  
Baltimore, Maryland

UNITED STATES FIRE INSURANCE COMPANY  
New York, New York

TWITCH INSURANCE COMPANY  
Chicago, Illinois

# S P E C I M E N



# USAIG

Managed by United States Aviation Underwriters, Inc.  
Home Office: 110 William St., New York, New York 10038

UNITED STATES AIRCRAFT INSURANCE GROUP

Declarations Page of USAIG Aircraft Policy

(For attachment to USAIG Policy Form F400)



This Declarations Page and all Endorsements issued to form a part hereof, together with your Policy Jacket, form your complete insurance policy.

000003 No. 300 - 14153  
400-13135

Former Policy Number

Declarations Items:

Ruth Johnson  
d/b/a Ruth Johnson Flying Service  
Chino Airport  
Chino, California 91710

is the name and address of the Named Insured

2. The policy period shall be

From 06/29/75 to 06/29/76  
beginning and ending at 12:01 A.M. Standard Time at the above address.

3. The Named Insured is an

A whose business is Fixed Base Operator

4. Particulars of Aircraft

(A) Individual (B) Corporation (C) Partnership (D) Other

Year, Make, Model and Type	FAA Identification	Pass. Cap Excl. Crew	Airworthiness Cert. Category
See Endorsement Number One.			Standard

5. Pilots. This policy shall not apply to an aircraft while in flight unless operated by the following pilot(s):

See Endorsement Number Two.

6. Purposes. This policy applies only while the aircraft is (are) maintained and used for the purposes defined in this policy as:

7. Ownership. Named Insured is the sole and unconditional owner of the aircraft unless otherwise stated herein:

See Endorsement Number Two.

8. Interest. If any, under the Hull Coverages shall be payable as interest may appear, to the Named Insured and to:

See Endorsement Number Two.

9. The aircraft is principally based in the State of California

10. The insurance afforded herein is only with respect to such of the following Liability or Hull Coverages opposite which a specified Limit of Liability or Amount of Insurance is stated. Each coverage is as defined in the Insuring Agreements and the Limits of the Company's Liability therefor shall be as stated herein below, subject to all of the terms of this policy having reference thereto.

Liability Coverages	Limits of Liability		
Coverage A Bodily Injury Excluding Passengers	\$	each person	\$ each occurrence
Coverage B Property Damage	\$		\$ each occurrence
Coverage C Passenger Bodily Injury	\$	each person	\$ each occurrence
Coverage D Single Limit Bodily Injury and Property Damage	\$		See End. No. 1 each occurrence
Coverage E Single Limit Bodily Injury (excluding passengers) and Property Damage	\$		\$ each occurrence
Hull Coverages	Net In Motion Deductible	In Motion Deductible	Amount of Insurance
Coverage F All Risks while not in Motion	\$	\$ X X X X X	\$
Coverage G All Risks while not in Flight	\$	\$	\$
Coverage H All Risks	\$ See	\$ End.	\$ No. 1

numbers of endorsements forming a part of this Policy on its effective date:

Premium \$ 1,632.00

Endorsement Premiums \$ 650.00

Total Premium \$ 2,282.00

Issued through the Aviation Managers' office indicated below on 07/23/75 (date)

Countersigned at \_\_\_\_\_

by \_\_\_\_\_

Approved: UNITED STATES AVIATION UNDERWRITERS, INCORPORATED  
Aviation Managers

by \_\_\_\_\_

The Companies named on the face of this policy, herein collectively called the Company, in consideration of the payment of the premium and in reliance upon the Declarations, and subject to the Limits of Liability and all of the other terms of this policy, do jointly and severally agree with the Named Insured, as follows:

## DEFINITIONS

Wherever used in this policy:

"*aircraft*" means the landplane, seaplane, amphibian or rotorcraft specifically described in this policy and shall include operating, navigating and radio equipment usually attached thereto, including parts temporarily detached from the aircraft if not replaced by other similar parts, tools and repair equipment therein which are standard for the make and type of aircraft.

"*Airport Contract*" means a written agreement required by statute or ordinance or by any rule or regulation promulgated by any Federal, State, County or Municipal Authority as a condition to the use of an airport or airport facility.

"*Airworthiness Certificate*" means the certificate so named in the Federal Aviation Act of 1958 with its amendments and under the Civil Regulations or the Federal Aviation Regulations.

"*Aviation Managers*" means United States Aviation Underwriters, Inc.

"*Federal Aviation Administration*" or "*F.A.A.*" means the duly constituted authority of the United States of America having jurisdiction over civil aviation.

"*injury*", as respects any person, means bodily injury, sickness or disease, including mental anguish or death resulting therefrom; and, as respects any property, means injury to or destruction of property including the loss of use thereof.

"*in flight*" means the time commencing when the aircraft (other than a rotorcraft) moves forward in attempting to take-off and continuing thereafter until it has completed its landing run. A rotorcraft shall be deemed to be "in flight" when the rotors are in motion as a result of power, the momentum generated therefrom, or autorotation.

"*in motion*" means all times when the aircraft is "in flight" and, in addition, whenever the aircraft is moving under its own power or the momentum generated therefrom.

"*Insured*" means the Named Insured and, with respect only to the Liability Coverages, also means any executive officer, director or employee of the Named Insured while acting within the scope of his duties as such, except an employee with respect to injury of another employee of the Named Insured injured in the course of such employment.

"*Named Insured*" means the individual, partnership, corporation or other entity whose name is stated in Item 1 of the Declarations.

"*occurrence*" means an accident, or a continuous or repeated exposure to conditions, which results in injury during the policy period, provided the injury is neither expected nor intended from the standpoint of the Insured. All damages arising out of such exposure to substantially the same general conditions shall be deemed to arise out of one occurrence.

"*passenger*" means any person in or entering the aircraft for the purpose of riding therein or alighting therefrom following a flight or attempted flight therein.

"*purposes*" wherever used in, or with reference to, Item 6 of the Declarations of this policy:

- (a) "Non-Commercial" means any use of the aircraft except a use for which a charge is made to others.
- (b) "Limited Commercial" means the uses permitted under (a) above and use of the aircraft for instruction, rental to others and the maintenance of the aircraft, but excluding the transportation of passengers or freight for hire or reward.
- (c) "Air Taxi Commercial" means the uses permitted under (a) above and use of the aircraft for the transportation of passengers and freight for hire or reward, and for the maintenance of the aircraft, but excluding any use of the aircraft for instruction or rental to others.
- (d) "Commercial" means all of the uses permitted under (a), (b) and (c) above.
- (e) "Special Uses" means those uses described in Item 6 of the Declarations following the term "Special Uses".

### I. Liability Coverages

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of:

**Coverage A** injury sustained by any person, except a passenger,

**Coverage B** injury to property,

**Coverage C** injury sustained by any passenger,

**Coverage D** injury sustained by any person, and injury to property,

**Coverage E** injury sustained by any person except a passenger, and injury to property,

caused by an occurrence and arising out of the ownership, maintenance or use of the aircraft.

### II. Hull Coverages

To insure against:

**Coverage F** all risks of physical loss of or damage to the aircraft while not in motion.

**Coverage G** all risks of physical loss of or damage to the aircraft while not in flight.

**Coverage H** all risks of physical loss of or damage to the aircraft. The aircraft shall be presumed lost in flight if it disappears after take-off and is not located nor its whereabouts reported within sixty days thereafter.

### III. Policy Period and Territory

This policy applies only to occurrences, accidents or losses which happen during the policy period while the aircraft is within the United States of America, its territories or possessions, or Canada, or while the aircraft is dismantled and being transported between ports within these lands.

## EXCLUSIONS

None of the Coverages applies:

(a) to any aircraft not registered under a "Standard" Category Airworthiness Certificate issued by the FAA or to any aircraft in flight while such Airworthiness Certificate is not in full force and effect.

(b) while the aircraft is (1) maintained or used for any purpose other than as stated in the Declarations or (2) operated, while in flight, by other than the pilot or pilots as stated in the Declarations or (3) in flight under any conditions requiring a special permit or waiver from the Federal Aviation Agency even though such permit or waiver has been granted.

The Liability Coverages do not apply:

(c) to liability assumed by any Insured under any contract or agreement except liability assumed by the Named Insured under an Airport Contract.

(d) to injury to persons or property caused intentionally by or at the direction of the Insured, except an injury to persons resulting from an assault and battery committed for the purpose of preventing dangerous interference with the operation of the aircraft.

(e) to any obligation for which the Insured or any company as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; or, except with respect to liability assumed by the Named Insured under an Airport Contract, to injury to any employee of the Insured arising out of and in the course of (1) domestic employment by the Insured, if benefits therefor are in whole or in part either payable, or required to be provided under any workmen's compensation law, or (2) other employment by the Insured.

(f) to injury to any aircraft, the use of which is the subject of such Coverages.

(g) to injury to or destruction of property (1) owned, rented, or occupied by the Insured or (2) used by or in the care, custody or control of the Insured or (3) as to which the Insured is for any purpose exercising physical control or (4) carried by, in or on any aircraft with respect to which insurance is afforded by this policy.

The Hull Coverages do not apply to loss or damage:

(h) while the aircraft is subject to any bailment lease, conditional sale, mortgage or other encumbrance not specifically declared and described in this policy, or if the interest of the Named Insured be or become other than owner, or as stated in the Declarations.

(i) due to conversion, embezzlement, or secretion by any person in lawful possession of the aircraft under a lease or rental agreement, conditional sale, mortgage or other encumbrance.

(j) to tires, other than by theft, vandalism or malicious mischief, unless such loss or damage is the direct result of other physical damage, covered by this policy, to the aircraft.

(k) due and confined to wear and tear or deterioration or to freezing or mechanical or electrical breakdown or failure, unless such loss or damage is the direct result of other physical damage, covered by this policy, to the aircraft.

(l) resulting from (1) capture, seizure, arrest, restraint or detention or the consequences thereof or of any attempt thereat, or any taking of the property insured or damage to or destruction thereof by any Government or governmental authority or agent (whether secret or otherwise) or by any military, naval, or usurped power, whether any of the foregoing be done by way of requisition or otherwise and whether in time of peace or war and whether lawful or unlawful; (2) war, invasion, civil war, revolution, rebellion, insurrection or warlike operations, whether there be a declaration of war or not.

## LIMIT OF THE COMPANY'S LIABILITY

### With respect to Liability Coverages A and C:

the limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all damages, including damages for care and loss of services, arising out of injury, sustained by one person as the result of any one occurrence, and the limit of such liability stated therein as applicable to "each occurrence" is, subject to the above limitation respecting each person, the total limit of the Company's liability for all damages, including damages for care and loss of services, arising out of injury sustained by two or more persons as a result of any one occurrence.

### With respect to Liability Coverages B, D and E:

the limit of liability stated in the Declarations is the limit of the Company's liability for all damages arising out of any one occurrence.

### With respect to the Hull Coverages:

A. The limit of the Company's liability for loss of or damage to the aircraft shall be:

(1) in case of total loss, the Amount of Insurance as stated in the Declarations less the applicable deductible.

(2) in case of partial loss

(a) if repairs are made by a Named Insured, the total of the following items less the applicable deductible: (1) the Named Insured's cost for necessary material and parts of like kind and quality, (2) wages paid for labor at current straight time rates at the place of repair with no premium for overtime, plus 50% of such wages as an allowance for overhead and supervision, (3) transportation costs.

(b) if repairs are made by other than a Named Insured, the net cost to the Named Insured, excluding all premium charges for overtime, to repair the aircraft with material and parts of like kind and quality, and transportation costs, less the applicable deductible.

The "In Motion Deductible" as stated in the Declarations shall apply to each loss occurring while the aircraft is in motion.

The "Not In Motion Deductible" as stated in the Declarations shall apply to each loss occurring while the aircraft is not in motion except no deductible shall apply to any such loss caused by fire, explosion, lightning, theft, robbery, vandalism or an accident to the conveyance in or on which the aircraft, while dismantled, is being transported.

"Transportation Costs" shall mean the cost of transporting, by the least expensive reasonable means, (a) damaged parts from the site of loss to and from the most practicable place for repair thereof, or (b) replacement parts from the nearest available source to the site of loss, or (c) the aircraft to the most practicable place for repair and, thence, to the site of loss or the Named Insured's home airport, whichever is nearer.

B. Where the claim be for theft, conversion, embezzlement, secretion or pilferage, if insured against herein, the return of the property at any time before actual payment of such claim, together with tender of payment for the physical damage, if any, sustained thereto, shall constitute full satisfaction of such claim.

C. Whenever the Company pays a claim in an amount equal to the sum payable for a total loss, it shall at its option be entitled to all remaining salvage value. There shall, however, be no abandonment of the aircraft to the Company without its consent.

D. The Company may, at its sole option, tender replacement of the aircraft or any lost or damaged part thereof, with another of like kind and quality which shall constitute full satisfaction of any claim hereunder.

E. The liability of the Company shall in no event, for any purpose hereunder, exceed the Amount of Insurance applicable to the aircraft, less the applicable deductible.

## CONDITIONS

### 1. Two or More Aircraft

When two or more aircraft are insured under this policy, the terms hereof shall apply separately to each aircraft.

### 2. Separate Insureds (Liability Coverages)

The insurance afforded under the Liability Coverages applies separately to each Insured against whom claim is made or suit is brought, but the inclusion herein of more than one Insured shall not operate to increase the applicable limits of the Company's liability.

### 3. Defense, Settlement and Supplementary Payments. (Liability Coverages)

With respect to the insurance afforded under the Liability Coverages, the Company shall:

(a) defend any suit against the Insured alleging such injury to person or property and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company shall have the right to make such investigation, negotiation and settlement claim or suit as it deems expedient;

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the Insured in the event of an occurrence or violation of a law or regulation for civil aviation during the policy period, not to exceed \$100 per bail bond, but without any obligation to apply for or furnish any such bonds;

(c) pay all expenses incurred by the Company, all costs taxed against the Insured in any such suit and all interest accruing after entry of judgment until the Company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;

(d) pay expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;

(e) reimburse the Insured for all reasonable expenses incurred at the Company's request, other than for loss of earnings or for wages and salaries of employees of the Insured,

and the amounts so incurred, except for settlements of claims and suits, are payable by the Company in addition to the applicable limit of liability.

### 4. Automatic Reinstatement (Hull Coverages)

In the event of loss or damage to the aircraft, whether or not insured against by this policy, the Amount of Insurance with respect to the aircraft shall be reduced as of the date of loss by the amount thereof and such reduced value shall continue until repairs are commenced. The Amount of Insurance shall then be increased by the value of the completed repairs until the Amount of Insurance is fully reinstated or the policy has expired.

This policy is not valid or complete unless a Declarations Page, approved by the Aviation Managers and countersigned by an Authorized Representative, is attached hereto.

#### 5. Notice, Assistance and Cooperation of the Insured, and Protection of Salvage

(a) **Notice** In the event of accident, occurrence or loss, written notice shall be given by or on behalf of the Insured, as soon thereafter as possible, to the Aviation Managers at any of its offices whose address is listed on the Declarations Page of the policy. Such notice shall contain particulars sufficient to identify the Insured, the time, place and particulars of the accident, occurrence or loss, names and addresses of the injured and of available witnesses. In the event of loss by theft or conversion, the Insured shall also promptly notify the police. If claim made or suit is brought against the Insured, the Insured shall immediately forward to the Aviation Managers every demand, notice, summons or other process received by him or his representative.

(b) **Assistance and Cooperation of the Insured** The Insured shall cooperate with the Company and upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of occurrence. In the event of loss by theft or conversion, the Named Insured shall cooperate with the Company including by replevin proceedings or otherwise, in and at the recovery of the aircraft or parts thereof.

(c) **Protection of Salvage** In the event of any loss or damage to an aircraft to which a Hull Coverage applies, whether such loss or damage is insured against herein or not, the Named Insured shall protect the aircraft from other or further loss or damage, and any such other or further loss or damage due to the named Insured's failure to so protect, shall not be recoverable under this policy. Where the loss or damage incurred is subject to claim under a Hull Coverage, then all reasonable expenses thus incurred by the Named Insured in protecting the aircraft from further loss or damage shall also constitute a claim under the Hull Coverage.

#### 6. Proof of Loss and Examinations (Hull Coverages)

Within ninety days after the occurrence of the loss or damage, the Named Insured shall execute and file with the Aviation Managers sworn proof of interest and loss on its form therefor, which form will be furnished on request and include such information as the Aviation Managers may reasonably request. The Named Insured shall further submit to examinations under oath by any person or persons named by the Aviation Managers, exhibit the damaged property, produce for the Aviation Managers' examination all pertinent records and invoices, permitting copies thereof to be made, all at such reasonable times and places as the Aviation Managers shall designate.

The Company shall not be held to have waived any provision or condition of this policy, or any forfeiture thereof, by any requirement, act or proceeding on its part relating to appraisal, or any inspection, investigation or examination under oath herein provided for.

#### 7. When Loss Payable (Hull Coverages)

The amount of loss for which the Company may be liable (the amount of any premiums not paid by the Insured and any other indebtedness of the Insured to the Company, at the Company's option, being first deducted) shall be payable thirty days after proof of loss, as herein provided, is filed with the Aviation Managers and ascertainment of the loss is made either by agreement between the Named Insured and the Aviation Managers expressed in writing or by the filing with the Aviation Managers of an award as hereinafter provided, and the compliance by the Named Insured with all of the other requirements of this policy.

#### 8. Appraisal (Hull Coverages)

In case the Named Insured and the Company shall fail to agree as to the amount of loss, then, on written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser so selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then on request of the Named Insured, or the Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately the amount of loss to each item, and failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with the Aviation Managers shall determine the amount of loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and the umpire shall be paid by the parties equally.

#### 9. Rights Against Third Parties (Hull Coverages)

The Hull Coverage afforded under this policy shall not inure directly or indirectly to the benefit of any third party. Any act or agreement by the Named Insured whereby any right of the Named Insured to recover the full value of, or amount of damage to, any property lost or damaged and insured hereunder, from any third party liable therefor, is released, impaired or lost, shall relieve the Company from any liability under this policy for or on account of any such loss or damage, but the Company's right to retain or recover the premium shall not be affected. This Condition shall not apply to an Airport Contract.

#### 10. Financial Responsibility Laws (Liability Coverages)

When this policy is certified as proof of financial responsibility under the provisions of any aircraft financial responsibility law, such insurance as is afforded under the Liability Coverages for injury to person or property shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The Insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

**11. Subrogation**

Company, upon payment of any claim hereunder, shall be subro-  
to all the Insured's rights of recovery therefor against any per-  
of organization, and the Insured shall execute and deliver all in-  
struments and papers and do whatever else is necessary to secure such  
rights. The Insured shall do nothing after the physical happening of  
the occurrence which gives rise to a claim hereunder to prejudice or  
impair such rights of recovery. The Insured shall cooperate with the  
Company and upon the Company's request shall attend hearings and  
trials, and shall assist, except in a pecuniary way, in securing and giv-  
ing evidence, obtaining the attendance of witnesses, and in the conduct  
of suits for such recovery.

**12. Other Insurance**

Except with respect to insurance specifically purchased by the Named  
Insured to apply in excess of this policy, if there is other insurance, in  
the Insured's name or otherwise, against loss, liability or expense cov-  
ered by this policy, the Company shall not be liable under this policy  
for a greater proportion of such loss, liability or expense than the  
applicable Limit of the Company's Liability (as stated on Page 3 of  
this policy) bears to the total applicable limit of liability of all valid  
and collectible insurance against such loss, liability or expense.

**13. Action on Policy**

No suit or action on this policy for recovery of any loss or claim shall  
be sustainable in a court of law or equity unless, as a condition preced-  
ent thereto, the Insured shall have fully complied with all of the  
terms of this policy, and,

(a) with respect to the Liability Coverages, until the amount of the  
Insured's obligation to pay shall have been finally determined  
either by judgment against the Insured after actual trial or by  
written agreement of the Insured, the claimant and the Company.  
Any person or organization or the legal representative thereof  
who has secured such judgment or written agreement shall there-  
after be entitled to recover under this policy to the extent of the  
insurance afforded thereby. Nothing contained in this policy shall  
give any person or organization a right to join the Company as  
a defendant in an action against the Insured to determine the  
Insured's liability. Bankruptcy or insolvency of the Insured or the  
Insured's estate shall not relieve the Company of its obligations  
herein.

(b) with respect to the Hull Coverages, unless such action for recov-  
ery is commenced within twelve months next after the physical  
happening of the occurrence which gave rise to the loss or claim.

If any limitation of time stated herein is prohibited by the laws of  
the State wherein this policy is issued, then, in that event, no suit  
or action on this policy shall be sustainable unless commenced within  
the shortest limitation permitted under the laws of such State.

**14. Action Against the Named Insured**

Any one of the Companies or the Aviation Managers shall have the  
power to institute and maintain suits in its own name against the  
Named Insured for non-payment of premiums or for breach of any other  
obligation arising from or by reason of this insurance, and any  
judgment so obtained or release or receipt by any one of the Com-  
panies or the Aviation Managers shall be binding on all of the Com-  
panies and the Aviation Managers.

**15. Assignment**

Assignment of interest under this policy shall not bind the Company  
until its consent is endorsed hereon by the Aviation Managers; if,  
however, the Named Insured shall die within the policy period, this  
policy, unless canceled, shall, provided written notice be given to the  
Aviation Managers within sixty days after the date of such death, apply  
to his legal representative as the Named Insured.

**16. Changes**

Notice to any agent or knowledge possessed by any agent or by any  
other person shall not effect a waiver or change in any part of this  
policy or estop the Company from asserting any right under the terms  
of this policy; nor shall the terms of this policy be waived or  
changed, except by endorsement issued to form a part hereof by the  
Aviation Managers.

**17. Cancellation**

This policy may be canceled by the Named Insured by mailing to the  
Aviation Managers written notice stating when thereafter such cancela-  
tion shall be effective. This policy may be canceled by the Company or  
the Aviation Managers by mailing to the Named Insured at the address  
shown in this policy written notice stating when not less than ten days  
thereafter such cancellation shall be effective. The mailing of notice as  
aforesaid shall be sufficient proof of notice and the effective date, and  
hour of cancellation stated in the notice shall become the end of the  
policy period. Delivery of such written notice either by the Named  
Insured, the Company or the Aviation Managers shall be equivalent to  
mailing.

If a Named Insured cancels, earned premiums shall be computed in  
accordance with the customary short rate table and procedure. If the  
Company or the Aviation Managers cancel, earned premiums shall be  
computed pro rata. Premium adjustment may be made at the time  
cancellation is effected and, if not then made, shall be made as soon  
as practicable after cancellation becomes effective. The Aviation Man-  
agers' check mailed or delivered as aforesaid shall be a sufficient tender  
of any refund of premium due to the Named Insured.

No Hull Coverage return premium is to be paid the Named Insured as  
to any aircraft on which a loss under this policy, adjustable on the  
basis of a total loss, has occurred.

**18. Declarations**

By acceptance of this policy, the Named Insured affirms that the con-  
tents of the Declarations constitute his agreements and that this policy  
embodies all agreements existing between himself and the Company,  
the Aviation Managers or any of the Company's agents relating to this  
insurance.

**MUTUAL POLICY CONDITIONS:** This policy is nonassessable. The  
policy holder is a member of the Employers Mutual Liability Insurance  
Company of Wisconsin and shall participate, to the extent and upon the  
conditions fixed and determined by the Board of Directors in accordance  
with the provisions of law, in the distribution of dividends so fixed and  
determined.

**NOTICE OF ANNUAL MEETING:** The insured is hereby notified that  
by virtue of this policy he is a member of the Employers Mutual Liabil-  
ity Insurance Company of Wisconsin and is entitled to vote either in  
person or by proxy at any and all meetings of the company. The annual  
meetings are held at the home office at Wausau, Wisconsin, on the third  
Friday of February in each year at 10:00 o'clock A.M.

IN WITNESS WHEREOF, each of the Companies named on the face of this policy has caused this policy to be executed on its behalf by the Aviation  
Managers but this policy shall not be valid unless a Declarations Page, countersigned by an authorized representative and approved in writing by the  
Aviation Managers, is attached hereto.

UNITED STATES AVIATION UNDERWRITERS, INCORPORATED  
Aviation Managers

*SPECIMEN*  
*James M. [Signature]*  
President

USAIG

Certified a true copy.

PROOF OF LOSS

3rd day of August 1979.

USAIG

UNITED STATES AVIATION UNDERWRITERS

INCORPORATED

110 WILLIAM STREET, NEW YORK, N. Y. 10038

MANAGERS

ROSE A. deLAUNE Notary Public, State of New York No. 31-5967750 Qual. in New York Co. Cert. filed in Richmond County Commission Expires March 30, 1980

To UNITED STATES AIRCRAFT INSURANCE GROUP

1. UNDER, and subject to the provisions, of your Policy No. 400-14153 (issued at the office of your Aviation Managers) attaching June 29, 1975 and expiring June 29, 1976, beginning and ending with 12:01AM, Pac. Standard Time, you insured the aircraft described below against loss or damage: Identification No. N54384 Make and Model Piper-Seneca Year of Manufacture 1974 Aircraft Serial No 7450059 Engine(s) Make and Model L-893-67A Value of complete aircraft declared under the said policy \$76,000.00

2. Claim is being filed herewith for the recovery of loss or damage caused by or resulting from Stolen aircraft The amount of loss or damage was \$76,000.00 Dollars, less deductions of Nil Dollars, as provided in the policy, and the net amount hereby claimed of the aforementioned Insurer under the above policy is \$76,000.00 Dollars.

3. The above aircraft at the time of loss belonged solely and unconditionally to Ruth Johnson d/b/a Ruth Johnson Flying Service and no other person or persons had during the currency of this policy any interest therein, except Crocker National Bank and there was no assignment, transfer, or incumbrance, or change of ownership, of the aircraft insured since the issue of said policy, except as follows: No exceptions

4. There was no other insurance (whether valid and/or collectible or not) on the above described aircraft and/or equipment, or used for purposes not covered under the conditions of this insurance, at the time of the loss, except as follows: No exceptions

5. On the 13th day of October, 1975, at or about M., Standard Time, the insured aircraft, the Airworthiness Certificate of which was valid at the time, sustained a loss at Chino Airport, Chino, California and the Aviation Managers were notified on 10-28-75 (If Theft Loss) Police were notified at San Bernadino Sheriffs Dep't.

6. At the time the loss or damage aforesaid occurred, the aircraft was being operated solely by Ode Ulver

who then held a valid Airman's Certificate Number 503464477, which authorized him to operate the aforementioned aircraft and the said pilot was approved under the policy and was operating the aircraft for a purpose specifically agreed upon in the policy.

7. A brief description of the accident is as follows: Renter pilot leased aircraft and has not returned.

8. Said loss did not originate by any act, design, or procurement of the Insured, nor on the part of any one having any interest in the property insured or in said Policy of Insurance. Nothing has been done by or with the property or consent of the Insured to violate the conditions of this Insurance or render it void. All articles mentioned herein were damaged, stolen, or destroyed and belonged to and were in the possession of the said Insured at the time of said loss. No property saved has been concealed in any manner, and no attempt has been made to deceive the above entitled Insurer as to the cause, extent or particulars of said loss. In case the stolen property, or any trace of same, is located by the Insured, agrees at once to notify the above entitled Insurer to this effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, THAT THE FURNISHING OF THIS BLANK OR THE PREPARING OF PROOFS BY AN ADJUSTER OR AGENT OF THE INSURER, NAMED HEREIN, IS NOT A WAIVER OF ANY RIGHTS OF THE SAID INSURER.

WITNESS my hand at Chino this 26th day of December 19 75. Ruth Johnson d/b/a (Insured) ss: Ruth Johnson Flying Service December 26 19 75

STATE OF California COUNTY OF San Bernardino Personally appeared Ruth Johnson signer of the foregoing statement, and made oath that the same is true, and that no material fact is withheld that the above entitled Insurer should be advised of. Subscribed and sworn to before me, the day and date above written.

NOTE: Mail this proof of loss to the United States Aviation Underwriters, Inc. Notary Public for Justice of the Peace (SEAL)

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INSURED'S RELEASE AND REQUEST FOR PAYMENT OF PROCEEDS OF ADJUSTMENT

\_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
COMPANY, is hereby requested, authorized and empowered to pay, at its option, as follows:

to \_\_\_\_\_ the sum of \$ \_\_\_\_\_  
to \_\_\_\_\_ the sum of \$ \_\_\_\_\_  
to \_\_\_\_\_ the sum of \$ \_\_\_\_\_

in full settlement and satisfaction for all loss and damage for which claim is made in this proof of loss.

In consideration of such payments, the insurer is hereby discharged and forever released from any and all further claim, demand or liability whatsoever for said loss and damage, under and/or by reason of said policy.

Witness: \_\_\_\_\_

Insured \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_  
(Signature) (Title)

Witness: \_\_\_\_\_

Loss Payee \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_  
(Signature) (Title)

SUBROGATION RECEIPT

\$ 76,000.00

December 22, 1975  
(Date)

In consideration of the payment from US Aviation Underwriters, Inc. Mgrs. for  
US Aircraft Insurance Group. the sum of  
(Company)

SEVENTYSIX THOUSAND AND NO/100-----Dollars.

being full settlement of all claims and demands for loss and and damage, on the 13th day of October 1975, to the property insured by Policy No. 400-14153 and in consideration of such payment the undersigned hereby assigns and transfers to the insurer each and all claims and demands against any other person, or corporation, arising from or connected with such loss and damage, (and the insurer is hereby subrogated in the place of and to the claims and demands of the undersigned, against said person, or corporation) to the extent of the amount above named, and the insurer is hereby authorized and empowered to sue, compromise or settle in my/our name or otherwise to the extent of the money paid as aforesaid.

The undersigned covenants that I/we have not released or discharged any such claim or demand against such other party or parties, and that I/we will furnish to the insurer any and all papers and information in my/our possession necessary for the proper prosecution of such claim.

ted at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

Witness \_\_\_\_\_ Insured.

Ruth Johnson d/b/a Ruth Johnson Flying Service

000000311

U. S. GOVERNMENT PRINTING OFFICE: 1972-770-898

OFFICIAL SEAL  
LOTTIE S. MINEAU  
NOTARY PUBLIC - CALIFORNIA  
CITY & COUNTY OF SAN FRANCISCO  
My Commission Expires May 20, 1983



I CERTIFY THIS IS A TRUE COPY.  
Subscribed and sworn to before me this 26th day of December, 1979, at San Francisco, State of California, by Ruth Johnson, Notary Public.

FORM APPROVED:  
OMS NO. 84-20876  
DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY.  
UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$1.00 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE AND MODEL

Piper PA34-200

MANUFACTURER'S SERIAL NUMBER

34-7450059

NATIONALITY & REGISTRATION MARKS

USA N-54384

DOES THIS 26th DAY OF Dec. 19 75

HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER

NAME AND ADDRESS  
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)

United States Aviation Underwriters, Inc.  
50 California Street  
San Francisco, California 94111

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	Ruth Johnson dba Ruth Johnson Flying Service	<i>Ruth Johnson</i>	President

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

JUN 18 1979

sent. a true copy.

0 0 0 0 0 0 0 17 day of September 1979

**LOAN RECEIPT**

Date 12-22-75

Claim No. F44412

DEC 19 1975  
USAIG

*Rose A. DeLaune*  
ROSE A. deLAUNE  
NOTARY PUBLIC STATE OF NEW YORK  
No. 31-5967750 Qual. in New York Co.  
INCORPORATED  
Cert. filed in Richmond County  
Commission Expires March 30, 1980

Borrowed and received from: United States Aviation Underwriters as Managers for United States Aircraft Insurance Group  
the sum of: \$76,000.00 **SEVENTYSIX THOUSAND AND NO/100 Dollars**

as a loan, repayable only to the extent of any net recovery the undersigned may make from any person or persons, corporation or corporations, or other parties, causing or liable for the loss of or damage to the aircraft described below on or about the 13th day of October, 1975, or from any insurance effected on such aircraft (except insurance under the policy hereinafter referred to), with interest on said loan only to the extent of any net recovery thereof by the undersigned, and as security for such repayment the undersigned hereby pledges to:

United States Aviation Underwriters as Managers for United States Aircraft Insurance Group.  
all his, its or their claim or claims, and any recovery thereon, against such person or persons, corporation or corporations, or other parties, or against any insurance carrier or carriers; and the undersigned agrees to deliver to United States Aviation Underwriters, Inc., Managers of the United States Aircraft Insurance Group, all documents necessary to show his, its or their interest in said aircraft, to promptly present claims against any and all persons, corporations or insurance carriers against whom a claim for loss of or damage to the said aircraft may lie, and, if required, to institute and prosecute suit in his, its or their own name or names for the purpose of effecting any such recovery with all due diligence, it being agreed, however, that such action as may be taken in connection with any such claims or suits is to be under the exclusive direction and control of the said United States Aviation Underwriters, Inc., and is to be without expense of any kind or nature to the undersigned.

Registration N54384 (Number) Make and Model Piper Seneca (Nationality)  
Manufacturer's Serial No. 7450059 Make/Model of Engine(s) Lycoming  
Serial No. of Engine(s) L-893-67A Dated Insured 6-29-75 to 6-29-76  
Amount insured for \$ 76,000.00 Under Policy No. 400-14153

Signature *Rose A. DeLaune*  
Witness *Roy Ross*

F-344 Rev-8/72

**UNITED STATES AVIATION UNDERWRITERS' INC., MANAGERS/UNITED STATES AIRCRAFT INSURANCE GROUP**

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September 21, 1979

Embassy of the United States of America  
Mexico City, Mexico

Attention: Mr. Ochiltree

Re: 1974 Piper PA34-200, N-54384  
USAIG File No. F-44412

Dear Mr. Ochiltree:

Per our telephone conversation of September 12, 1979, we are attaching several documents for your review. We trust these documents, along with the following comments, will enable the U. S. Government to make a decision regarding the return of this aircraft.

Attachment #1: Insurance Policy

This is a contract of insurance between ourselves and Ruth Johnson Flying Service. It covers the aircraft in question and payment was made to Ruth Johnson pursuant to the terms of this contract. We have marked in yellow the portions of the policy which should be of interest to you.

Basically the contract provides for insurance for all risks of physical loss or damage to this aircraft (Pg.2 II). In the event of total loss, the amount of insurance stated in the declarations part of the policy applies, in this case the declared value was \$76,000.00. When the company pays a total loss it is then entitled by contract to all remaining salvage value (Pg.3 Para.C). Specifically, when the company pays a total loss it has a right to all remaining salvage whether or not the Insured assigns the salvage to the company, signs any Bill of Sale, Proof of Loss, Subrogation Receipt, Loan Receipt or any document whatever. The company is entitled by contract.

Page Two  
September 21, 1979  
Mr. Ochiltree

When a loss occurs, the contract of insurance further provides that the Insured (In this case, Ruth Johnson Flying Service) cooperate with the company in every way possible to recover the aircraft, and if payment is made under the policy, the company then shall be subrogated to all the Insured's rights of recovery. The contract goes on to state that the Insured must execute any documents and do whatever else is necessary to secure for the company its rights of subrogation and must do nothing to prejudice the company's rights of recovery (Pg.5 #11).

On December 16, 1975, Ruth Johnson executed a Proof of Loss pursuant to the terms of the policy (Pg.4 #6) and on January 15, 1976 the company made payment to Ruth Johnson for the full value of the aircraft pursuant to Page 4, Paragraph #7 of the policy.

Attachment #2: FAA Title Search

This is the entire U. S. Government, Federal Aviation Administration File on the above mentioned aircraft. The file begins (Page XVI) with the original certification of the aircraft. The first sale of the aircraft (Page XIII) is from Piper Aircraft Corporation to Alaska Transportation Company on November 28, 1973. The aircraft was then registered to Alaska Transportation on December 5, 1973.

On July 23, 1974, Alaska Transportation Company signed a Bill of Sale transferring the aircraft to Ruth Johnson Flying Service (Page X). The plane was then registered by Ruth Johnson (Page IX) on August 8, 1974 and a Security Agreement was filed showing Crocker Bank of Montclair, California as the lienholder (Page VIII). Cancellation of registration was requested by Ruth Johnson effective December 31, 1975 after the plane was stolen (Page VI).

The next document recorded by the FAA (Page IV) is an Aircraft Bill of Sale showing the Aircraft Recovery Bureau as Purchaser. The seller is listed as Ruth C. Johnson dba Flying and a signature appears next to the name of the seller. There is, however, even to an untrained eye, no resemblance between this signature and the other signatures of Ruth Johnson throughout the Government File nor on any document or check submitted to USAIG in support of this claim.

Page Three  
September 21, 1979  
Mr. Ochiltree

The government accepted the Bill of Sale presented by Aircraft Recovery Bureau and filed a registration application in the file on November 3, 1978.

Attachment #3: Draft No. 2289

This Draft was issued January 15, 1976 in favor of Ruth Johnson dba Ruth Johnson Flying Service and Crocker National Bank for \$76,000.00. It is properly and legally endorsed by Ruth Johnson and Crocker National Bank. The Crocker Bank stamp indicates the funds were deposited to Ruth Johnson's checking account, no. 423 000 1282. The signature on this Draft acknowledges full satisfaction of the claim. This Draft is legal and proper in every way and is proof of payment to Ruth Johnson and would be accepted in a court of law.

Attachment #4: Bill of Sale

This Bill of Sale was executed by Ruth Johnson and was signed December 26, 1975. Note the signature is the same as that on the notarized Proof of Loss, but not similar to that in Attachment #2, Page IV.

Attachment #5: Loan Receipt

This document is a loan only to the extent of any net recovery and is used for the same purpose as a Subrogation Receipt. Simply stated, it is an assurance that, after a claim has been paid, the Insurance Company may bring an action to recover stolen property in the name of the Insured and any monies recovered by such an action will accrue to the companies benefit as if this money had been a loan.

In conclusion, it is clear that:

(1) a legally binding contract existed between ourselves and Ruth Johnson Flying Service wherein we agreed to insure a certain aircraft for a specific sum in exchange for a premium and certain policy conditions. Demand was made under that contract and that demand was fully satisfied and acknowledged,

(2) we clearly were granted title to the salvage on this aircraft by the contract and by the Bill of Sale and Loan Receipt,

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Page Four  
September 21, 1979  
Mr. Ochiltree

(3) the U. S. Government were negligent in allowing this aircraft to be registered to Aircraft Recovery Bureau without verification that the signature on the Bill of Sale was that of the legal owner, particularly when that signature was in Government Files and readily available,

(4) the U. S. Embassy in Mexico City has had ample time to evaluate the many documents submitted and make a determination as to the legal owner of this aircraft.

Demand is hereby made on the U. S. Government to do everything possible to turn this aircraft over to us without further delay. The preponderance of evidence as to the ownership of this plane is overwhelming in favor of United States Aviation Underwriters, Inc. Further indecision on the part of the government may cause further losses which may very well bring claims against the government, particularly since the government is itself negligent for registering the plane without verification of signature.

The U. S. Government is hereby placed on notice that any losses incurred by the company as the result of the government's negligence or failure to perform its duties in a reasonable and proper manner may subject the government to claims for damages.

We appreciate the difficulties involved in the handling of this situation and we look forward to the prompt return of this aircraft.

Sincerely yours,

Edward F. Stewart

EFS:1aj

Attachments

cc: Captain Edward Iglesias - San Clemente, California  
Mr. Richard H. Dieckhoff - USAU - New York  
USAU - Glendale