

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA

IN THE MATTER OF)	
)	
RAYMOND MILTON GRIESS,)	CASE NO. BK77-L-317
)	
BANKRUPT)	
)	
SAUL STONE & COMPANY, an)	CV79-L-41
Illinois corporation,)	
)	
Plaintiff)	
)	
vs.)	
)	
RAYMOND MILTON GRIESS,)	
)	
Defendant)	

MEMORANDUM

This matter is before me upon remand.

Having reviewed the testimony and having, at the trial, observed the testimony and demeanor of the witnesses, I find as fact that the defendant, Raymond Milton Griess, when he delivered the check in issue to the plaintiff told a representative of the plaintiff that the representative should hold the check for three days while Mr. Griess attempted to secure a loan from his banker and that the representative agreed to so hold the check. I further find as fact that the evidence fails to persuade me that the defendant acted with an intent not to fund the check. The evidence does disclose that the defendant may have been unduly optimistic but was not acting with an intent to defraud the plaintiff.

The conclusion resulting from the foregoing is that the indebtedness due the plaintiff from the defendant is dischargeable in this bankruptcy proceeding. A separate judgment is entered in accordance with the foregoing.

DATED: August 9, 1982.

BY THE COURT:


U.S. Bankruptcy Judge

Copies to:
Stephen H. Nelsen, Attorney, 1900 1st Nat'l. Bank, Lincoln, Ne. 68508
Dennis Martin, Attorney, 810 Woodmen Tower, Omaha, Ne. 68102