

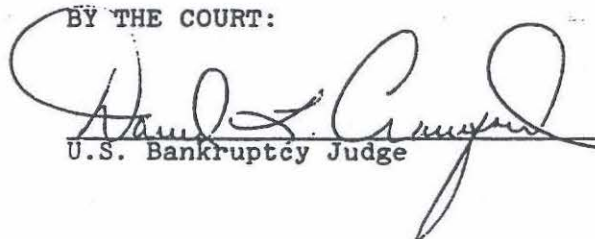
Given the bank's policy I conclude that the bank relied upon the information contained in the financial statement given them by the defendant when it extended the three loans subsequently made to the defendant. Those three loans were later consolidated and there was due to the plaintiff from the defendant on July 17, 1978, a principal balance of \$7,707.41 together with interest thereon from and after that date of \$2.51 per day until paid.

The explanation given by the defendant for completing the form as he did is that he received some type of letter seven years after his Colorado bankruptcy saying everything was released and the defendant apparently concluded that everything had been eliminated. Having some familiarity with the procedures of bankruptcy courts, this Court is unable to accept that explanation. In any event, the question itself was simple to understand and could have been explained by the defendant in his answer. Defendant was aware at the time of completion of the financial document of his previous bankruptcy.

A separate judgment is entered in accordance with the foregoing.

DATED: June 2 , 1980.

BY THE COURT:



A handwritten signature in cursive script, appearing to read "H. S. Campbell", is written over a horizontal line. Below the line, the text "U.S. Bankruptcy Judge" is printed.

Copies mailed to each of the following:

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