

ings, in which petitioner denied the allegation of title in the United States, and there was no proof or stipulation that the United States had any title. On this state of the record, the United States was not entitled to any judgment below. However, we permitted the parties to cure this defect by a stipulation showing that the United States has retained title to certain tracts of land over which petitioner's right of way passes, in a limited area,²² and that petitioner intended to drill for and remove the oil underlying its right of way over each of those tracts. Accordingly, the judgment will be modified and limited to the areas described in the stipulation. As so modified, it is

Affirmed.

MR. JUSTICE ROBERTS and MR. JUSTICE JACKSON took no part in the consideration or decision of this case.

MACGREGOR, EXECUTOR, *v.* STATE MUTUAL
LIFE ASSURANCE CO.

CERTIORARI TO THE CIRCUIT COURT OF APPEALS FOR THE
SIXTH CIRCUIT.

No. 179. Argued February 2, 3, 1942.—Decided February 16, 1942.

In the absence of any relevant decision by the state courts, this Court accepts in this cause an interpretation of local law by the Federal District Court in the State and by three Circuit Judges whose circuit includes it. P. 281.

119 F. 2d 148, affirmed.

CERTIORARI, 314 U. S. 591, to review the affirmance of a judgment against the petitioner in a suit to recover the amount of a premium paid on an annuity contract.

²² Lots 1, 2 and 3, Sec. 12; lots 1, 4, 5, 9 and 10, Sec. 13, T. 29 N., R. 15 W., Montana Meridian, all being within the exterior boundaries of the Glacier National Park; NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 28; NW $\frac{1}{4}$ Sec. 29; NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 30; NE $\frac{1}{4}$ Sec. 34, T. 32 N., R. 24 E., Montana Meridian.

Mr. William B. Giles for petitioner.

Mr. Wm. Marshall Bullitt for respondent.

PER CURIAM.

Petitioner brought this action to recover the premium of a life annuity contract purchased by his decedent. The suit was begun in a state court of Michigan, but was removed, because of diversity of citizenship, to the United States District Court for the Eastern District of Michigan. Petitioner's claim is founded on the applicability of Michigan legislation regulating the conduct of insurance business in Michigan. The District Court held that "the contract involved herein having been executed outside the State of Michigan, the statutes of the State of Michigan relied upon by the plaintiff are not applicable." Accordingly judgment went against petitioner. This judgment was affirmed by the Circuit Court of Appeals. 119 F. 2d 148.

No decision of the Supreme Court of Michigan, or of any other court of that State, construing the relevant Michigan law has been brought to our attention. In the absence of such guidance, we shall leave undisturbed the interpretation placed upon purely local law by a Michigan federal judge of long experience and by three circuit judges whose circuit includes Michigan.

Affirmed.