

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

THE FIRST NATIONAL BANK AND
TRUST COMPANY OF TULSA,

Plaintiff,

v.

W. H. INGERTON, JR., et al.,

Defendants.

CIVIL NO. 2890 ✓

FILED

APR - 6 1966

O R D E R

NOBLE C. HOOD
Clerk, U. S. District Court

THIS cause came on to be heard on the 25th day of March, 1966, on the Motion of Estelle Garner Ingerton filed herein on January 17, 1966, for Injunction and Alternate Relief, and on Plaintiff's Motion to Dismiss said Motion; Plaintiff appeared by counsel, Hess Crossland and James R. Ryan; Estelle Garner Ingerton appeared by counsel, Garrett Logan and Howard F. Saunders; and presented their respective arguments, and the Court, having made its Findings of Fact and Conclusions of Law, it is hereby

ORDERED that Plaintiff's Motion to Dismiss the Motion of Estelle Garner Ingerton for Injunction and Alternate Relief, filed herein on January 17, 1966, be and it is hereby sustained, and it is further

ORDERED that the Motion of Estelle Garner Ingerton for Injunction and Alternate Relief, filed herein on January 17, 1966, is hereby denied.


United States District Judge

*From OK
Garrett Logan*

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

TRANSAMERICA INSURANCE COMPANY,
a California corporation,)
Plaintiff)
vs)
JACK L. CHILTON,)
Defendant)

NO. 6378

FILED

April 6, 1966
~~MAY 12 1966~~

NOBLE C. HOOD
Clerk, U. S. District Court

J U D G M E N T 4-26-66

This action coming on for trial on this _____ day of _____, 1966, Chris Rhodes appeared as counsel for plaintiff and the defendant appeared not, either in person or by his counsel.

The court finds that on file herein is Waiver of Summons and Entry of General Appearance executed by defendant and that defendant thereby has waived the issuance and service of summons upon him, entered a general appearance, waived time to plead herein and agreed that this action may be heard at any time and judgment rendered without notice to him.

The court further finds that defendant has failed to answer or otherwise plead herein, and is in default.

It is therefore ordered that the defendant, Jack L. Chilton, is hereby adjudged to be in default, and that the allegations of plaintiff's Complaint be taken as true and confessed as against defendant.

Whereupon, this cause coming on for trial, trial by jury is waived in open court, and the court, having heard all of the evidence and being fully advised in the premises and on consideration thereof, finds that all of the allegations of plaintiff's Petition are true as therein set forth; that on or about April 15, 1961, the plaintiff issued a Bankers Blanket Bond No. 26-618-019 to American Exchange Bank of Collinsville, Oklahoma, in which plaintiff undertook to indemnify said bank for "(A) Any loss through any dishonest, fraudulent or criminal act of any of the Employees, committed anywhere and whether committed alone or in collusion with others, including loss of property through any such act of any of the Employees," which bond or similar bond by this plaintiff was in effect at all times mentioned herein and pertinent hereto; that

Between January, 1958 and October 28, 1964, defendant was a vice-president and employee of said bank, and did during such time willfully and criminally embezzle, misappropriate and convert to his own use funds belonging to said bank in the aggregate sum of \$39,601.30, the shortage of which was not discovered by said bank until October 28, 1964; that

Thereupon and on the 3rd day of March, 1965, said bank made demand upon plaintiff as surety for said defendant for the sum of \$27,206.93, the balance of said embezzled sum remaining after return by defendant to said bank of cash and assets in the sum of \$12,394.37, and on or about the 8th day of April, 1965, plaintiff paid to said bank upon its claim and under and by virtue of the bond the said sum of \$27,206.93; and that

Thereupon and thereby plaintiff became and is subrogated to all the rights, claims, causes or action of said American Exchange Bank against the defendant, Jack L. Chilton, for the embezzlement and unlawful conversion of the funds of said bank in the net aggregate sum of \$27,206.93.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the court that plaintiff, Transamerica Insurance Company, a California corporation, have and recover from the defendant, Jack L. Chilton, the sum of \$27,206.93 with interest thereon at six percent (6%) per annum from and after the 8th day of April, 1965, and for the cost of this action for all of which let execution issue.

(5) Luther Bohannon
United States District Judge

O.K. Chris R. Rhodes, Attorney for Plaintiff
O.K. Jack M. Sauter, Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

NATHAN APPLEMAN,)
)
 Plaintiff,)
)
 vs.) Civil Action No. 6160
)
 NAFCO OIL AND GAS,)
 INC., a corporation,)
)
 Defendant.)

FILED

APR -7 1966

NOBLE C. HOOD

ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND OVERRULING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

On March 21, 1966, this cause came on to be heard on separate motions of plaintiff and defendant for summary judgment as authorized by Rule 56 of the Federal Rules of Civil Procedure. The Court finds that, from the pleadings, depositions, admissions and affidavit on file in this action, there is no genuine issue as to any material fact in this action and that plaintiff is entitled to a judgment as a matter of law. The Court passed the entering of formal judgment until counsel prepared findings of fact and conclusions of law.

On this 6th day of April, 1966, Findings of Fact and Conclusions of Law having been made by the Court,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. Plaintiff's Motion for Summary Judgment is granted.
2. Defendant's Motion for Summary Judgment is over-ruled *and denied*
3. Plaintiff is granted summary judgment against the defendant decreeing that plaintiff has the right to perform the audit and overhead services in connection with the various oil and gas properties and to receive therefor the sum of \$1,000.00 per

month; that plaintiff's right to perform such services and receive payment therefor shall continue as long as his reserved production payment is in effect, that is, until the reserves are depleted to the specified levels; that defendant has no right to perform such services and is not entitled to receive or retain any portion of the monthly expenses or proceeds of production for such services; that defendant has no right to deduct or withhold any amount as working capital from the proceeds of production; and for the costs of this action.

Luther Bohannon
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA.

HENRY L. BUCK,)
Plaintiff,)
)
vs.)
MISSOURI PACIFIC RAILROAD)
COMPANY, a corporation,)
Defendant.)

No. 6217

FILED

APR - 7 1966

NOBLE C. HOOD
Clerk, U. S. District Court

JOURNAL ENTRY OF JUDGMENT

Pursuant to the memorandum opinion made and entered herein by the undersigned Judge, dated and filed March 29, 1966, which written memorandum opinion contains therein findings of fact and conclusions of law, and based upon such memorandum opinion, findings and conclusions,

IT IS THE ORDER, JUDGMENT AND DECREE of this Court that the plaintiff have and recover nothing by reason of said action as against the defendant, and judgment is rendered herein in favor of the defendant, Missouri Pacific Railroad Company, a corporation, and dismissing the complaint of the plaintiff with prejudice to the bringing of a new or other action.

(s) Fred Daugherty
Judge

APPROVED:

(s) C. Lawrence Elder
C. Lawrence Elder,
Attorney for Plaintiff.

(s) Wm. K. Powers
William K. Powers,
Attorney for Defendant.

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

HARVEY T. NOLAN,

Plaintiff,

vs.

CRAWLER PARTS & REBUILDING
SERVICE CORPORATION,

Defendant.

No. 6023 Civil

FILED

APR - 8 1966

NOBLE C. HOOD
Clerk, U. S. District Court

ORDER

Plaintiff's motion to reinstate cause and to permit amendment of complaint is denied.

This case has been set for trial four times, namely, April 1, 1965, November 16, 1965, January 19, 1966, and March 16, 1966. Because the parties were not ready, the Court was compelled to strike the case on the first three settings. On the setting of November 16, 1965, the defendant's president appeared in person but without counsel of record and the plaintiff appeared by counsel but was not personally present and ready to proceed. The Court then announced in open court that the case would be stricken from the trial docket but would be tried at the next setting. The defendant was advised to employ new counsel without delay, which he did. The plaintiff's counsel was advised to be ready to proceed at the next setting, which has not been done. Notwithstanding this admonition the Court struck the matter one more time, namely, on January 19, 1966, but with the advice that the case would be tried at the next setting. Notice of the March 16, 1966, trial was mailed to counsel of record on February 17, 1966. On March 16, 1966, the plaintiff, who resides in Ohio and has never attended a

trial setting, was not present and plaintiff's counsel announced he was not ready to proceed. The defendant announced ready. After considering the facts the Court dismissed the case without prejudice for failure to prosecute. Rule 41 (b) Federal Rules Civil Procedure; Link vs. Wabash E. Co., 370 U.S. 626, 82 S.Ct. 1386, 8 L.Ed.2d 734, reh. denied 371 U.S. 873, 83 S.Ct. 115, 9 L.Ed.2d 112; Sweeney vs. Anderson, 10 Cir., 129 F.2d 756; Shotkin vs. Westinghouse Electric Mfg. Co., 10 Cir., 169 F.2d 825.

Counsel's claimed confusion about the setting on March 16, 1966, being a pre-trial hearing is not understood, in view of the actions and announcements of November 16, 1965, and January 19, 1966, of which he had personal knowledge, the fact that the case had been fully pre-tried on December 1, 1964, and the notice of non-jury trial which was timely mailed and received. Counsel's remarks about not completing discovery can not be excused in view of the above admonitions of the Court, the long time this case has been pending (filed August 17, 1964), the failure to diligently pursue available discovery procedures and failure to ever file a motion with the Court for any assistance in obtaining discovery.

The Court regrets the turn of events that have occurred but such patience has been practiced by the Court in this matter and it must be understood that when the Court announces that a case must be presented at the next setting, and timely notice is given of such setting, which was the case here, the announcement of the Court must be respected.

Accordingly, the motion to reinstate the cause is denied.

Dated this 8 day of April, 1966.

(5) Fred Daugherty
 Fred Daugherty
 United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

Allan H. Stocker, Trustee in Bankruptcy)
for William Harvey Smith, a sole trader,)
d/b/a Smith Office Supply, a Bankrupt,)
Plaintiff.)
vs.)
L. E. Scott,)
Defendant.)

Civil No. 5868
FILED

APR 11 1966

ORDER

NOBLE C. HOOD
Clerk U. S. District Court

Upon consideration of the Motion of defendant for a New Trial and for an Order Altering Judgment, the response of the plaintiff thereto and the citations and arguments of both parties, the Court finds that said Motion should be denied.

There is nothing presented by the defendant in said motion which was not advanced to and considered by the Court in arriving at the partial summary judgment entered and filed herein on March 2, 1965. The Court feels that the said partial summary judgment correctly sets forth the facts and the applicable law and the decision necessarily reached as a result thereof. However, the Court has corrected paragraph 6 of the said partial summary judgment on file due to a clerical error to now read January 18, 1963, instead of January 18, 1962.

It is, therefore, ordered that the Motion of defendant for a New Trial and Order Altering Judgment be and the same is hereby denied and overruled.

Dated this 11 day of April, 1966.

(s) Fred Laugharty
Fred Laugharty
United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
) Plaintiff,)
 vs.)
)
 297.32 Acres of Land, More or)
 Less, Situate in Creek County,)
 Oklahoma, and Gary W. Henry, et)
 al, and Unknown Owners,)
)
) Defendants.)

CIVIL NO. 6172

Tracts Nos. 4715E-1 and E-2

FILED

APR 11 1966

J U D G M E N T

NOBLE C. HOOD
Clerk, U. S. District Court

1. On this day this cause came on for hearing upon the application of the United States of America, by its attorney, for a final Judgment determining the ownership and the just compensation to be awarded the former owners of the above tracts, based on the Report of Commissioners filed herein on the 28th day of February, 1966.

2. The Court finds that the Declaration of Taking and Complaint were duly filed and that the Court has jurisdiction of the parties and the subject matter of this action; that service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties having compensable interests in the subject tracts; that upon the date the Declaration of Taking and the Complaint were filed title to the estate taken, as set out therein, became vested in the United States of America.

3. The Report of Commissioners filed herein on the 28th day of February, 1966, is hereby accepted and adopted as a finding of fact as to all tracts covered by such report. The amount of just compensation as to the subject tracts as fixed by the Commission is set out in paragraph 6 below.

4. Certain deficiencies exist between the amounts deposited as estimated just compensation for subject tracts and the amounts fixed by the Commission and the Court as just compensation and a sum of money sufficient to cover such deficiencies should be deposited by the Government. These deficiencies are set out in paragraph 6 below.

5. The Court finds upon the evidence presented that the defendants listed below in paragraph 6 were the sole owners of the above captioned tracts on the date of taking and are entitled to receive the award thereof.

6. IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(a) The vesting in plaintiff of title to the estates set forth in the Complaint and Declaration of Taking in and to the lands hereinabove referred to, as said tracts are described therein, is hereby confirmed;

(b) The just compensation to be paid by the plaintiff for the taking of the above tracts is the sum of \$6,575.00, as determined by the Report of Commissioners of February 28, 1966, which report is hereby confirmed and the sums therein fixed and adopted as just compensation for subject tracts, as shown by the following schedule:

TRACTS NOS. 4715E-1 and 4715 E-2

Owners: Mart A. Brandon and Ina Brandon, David R. Morris, Harold D. McMurray, R. A. Patton, Howard Clawson and Elizabeth Clawson, Glen R. Lehman and Edna F. Lehman, A. H. Pershall, Ava Marie Vest, Maurice Paul and Ann Paul, Clair Long and Katherine Long, W. F. Easter and Nellie Easter

Award of Just Compensation	<u>\$6,575.00</u>
Deposited as estimated compensation	<u>2,700.00</u>
Disbursed to Owner	<u>0.00</u>
Balance due to Owner	<u>6,575.00</u>
Deposit Deficiency	<u>3,875.00</u>

7. The plaintiff shall forthwith deposit into the Registry of this Court the deficiency in the amount of \$3,875.00, with interest at 6% per annum from April 22, 1965, until the date of deposit of such of such deficiency. Upon receipt of the last-mentioned deficiency, the Clerk of this Court is hereby authorized and directed to draw checks on the funds in the Registry of this Court in the amounts hereinafter set forth, payable to the order of the following-named payees.

Mart A. Brandon and Ina Brandon	\$ 410.94 plus all accum. interest
David R. Morris	575.32 plus all accum. interest
Harold D. McMurray	821.87 plus all accum. interest
R. A. Patton	2,465.62 plus all accum. interest
Howard Clawson and Elizabeth Clawson	287.66 plus all accum. interest
Glen R. Lehman and Edna F. Lehman	575.30 plus all accum. interest

A. H. Pershall	719.14 plus all accum. interest
Ava Marie Vest	287.66 plus all accum. interest
Maurice Paul and Ann Paul	143.83 plus all accum. interest
Clair Long and Katherine Long	143.83 plus all accum. interest
W. F. Easter and Nellie Easter	143.83 plus all accum. interest

Entered this 6 day of April, 1966.

12/ Allen E. Barwood
UNITED STATES DISTRICT JUDGE

APPROVED:

15/ Robert P. Santee

ROBERT P. SANTEE
Assistant U. S. Attorney

nld

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Arthur E. Harris and
Phyllis Sue Harris,

Defendants.

CIVIL ACTION NO. 6220

FILED

APR 12 1966

NOBLE C. HOOD *NC*
Clerk, U. S. District Court

STIPULATION

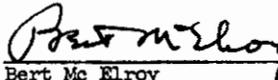
It is hereby stipulated by the parties hereto that the above-styled action be dismissed with prejudice as to the defendant, Arthur E. Harris.

It is further stipulated that the above-styled action be dismissed without prejudice as against the defendant Phyllis Sue Harris.



Sam E. Taylor
Assistant United States Attorney

Attorney for Plaintiff



Bert Mc Elroy
Attorney for Defendants

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Theresa McMan, et al,
Plaintiff,
vs.
Allied Van Lines, Inc., etc.
Defendant

Civil Action
Nos. 6275, 6290 and 6293

FILED

APR 12 1966

W. E. C. HOOD
United States District Court

ORDER

Now on this 8th day of April, 1966, there came on for hearing the motions for new trial of these defendants. The plaintiffs appeared by their attorney, Mr. Charles E. Daniel of Drumright, Oklahoma, and the defendants appeared by their attorney, Mr. Joe Best of Tulsa, Oklahoma.

The Court having heard the argument of counsel and being advised in the premises, finds that said motions should be over-ruled.

IT IS ORDERED, ADJUDGED AND DECREED that the motions for new trial in cases #6275, #6290 and #6293 are over-ruled, to which the defendants except and the exceptions are allowed.

(s) *Allen E. Barrow*
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

TRAVELERS INSURANCE COMPANY,
a foreign corporation, . . . Plaintiff,)
vs.)
PUBLIC SERVICE COMPANY OF)
OKLAHOMA, . . . Defendant.)

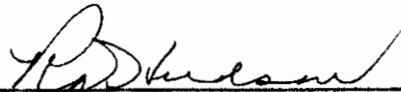
No. 5364 Civil
FILED

APR 13 1966

MOTION FOR DISMISSAL WITH PREJUDICE NOBLE C. HOOD
Clerk, U. S. District Court

Comes now the plaintiff and respectfully moves the court to enter its
order dismissing this cause with prejudice, and for grounds for said motion,
states:

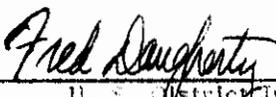
That all of the matters and things involved in this litigation have
been fully settled and compromised between the parties.



Attorney for Plaintiff

ORDER OF DISMISSAL

Now on this the 13 day of April, 1966, upon good cause having
been shown, this cause is dismissed with prejudice.

(S) 

U. S. District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
 vs.) Civil No. 6121
)
 251.93 Acres of Land, More or Less,) Tract No. 4344E FILED
 Situate in Pawnee and Creek Counties,)
 Oklahoma, and Clarice Wynn, et al,)
 and Unknown Owners,)
)
 Defendants.)

APR 18 1966

NOBLE C. HOOD
Clerk, U. S. District Court

AMENDMENT TO JUDGMENT

1. On this day this cause came on for hearing upon the application of the United States of America by its attorney for an amendment to a final judgment entered on October 25, 1965.

2. The Court finds that Paragraph 4 of the Judgment entered October 25, 1965, should be amended by substituting the following entirely therefor:

"The Court finds the amount of \$5,070.00, inclusive of interest, is just compensation for the taking of the estates by the plaintiff in the above tract, as such estates and said tract are described and set forth in the Complaint and Declaration of Taking heretofore filed in this cause. The sum of \$4,660.00 was deposited into the Registry of this Court as estimated just compensation for said tract upon the filing of the Declaration of Taking herein."

3. The Court further finds that the following language should be added to Paragraph 5 of the Judgment entered October 25, 1965::

"The Court further finds that the plaintiff, United States of America, and Clyde O. Arnold agreed by written contract that the improvements located on this tract and owned by Mr. Arnold are valued in the amount of \$410.00, which amount is to be paid to Mr. Arnold."

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(a) The judgment entered October 25, 1965, is amended as to Paragraphs 4 and 5 as set out above;

(b) The just compensation to be paid by the plaintiff for the taking of the above tract is the sum of \$5,070.00, inclusive of interest, of which the sum of \$4,660.00 has previously been disbursed;

c. The plaintiff shall forthwith deposit into the Registry of this Court the deficiency in the amount of \$410.00, without interest. Upon receipt of the last mentioned deficiency, the Clerk of this Court is hereby authorized and directed to draw a check on the funds in the Registry of this Court in the amount hereinafter set forth, payable to the order of the following named payee:

Clyde O. Arnold \$410.00

Entered April 12, 1966.

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Robert P. Santee

ROBERT P. SANTEE
Assistant U. S. Attorney

nld

FILED

IN THE UNITED STATES DISTRICT COURT OF THE
SOUTHERN DISTRICT OF CALIFORNIA

APR 13 1966

J. G. ALLEN,
Plaintiff,
vs.
REXEL TRUCK RENTAL, INC.,
a corporation,
Defendant.

NOBLE C. HOOD
Clerk U. S. District Co.

Case No. 337

ORDER

On this 13th day of April, 1966, there came on for hearing before the Court Defendant's motion to set aside the liability judgment, the plaintiff appearing by her attorney, the defendant appearing by Gerard K. Donovan, after presentation and discussion, the court took the motion under advisement.

Now on this 13th day of April, 1966, upon motion made a motion of the motion, the briefs and affidavits filed, and the pleadings filed in this case, the court took the motion under advisement. The defendant's motion is granted. The liability judgment entered in this case on April 13, 1966, is hereby set aside. The driver of the truck involved in the accident was not an employee, but was employed by Rexel Truck Rental, Inc. under a lease agreement. Under the terms of the lease agreement, Rexel Truck Rental, Inc. is secondarily liable for the liability of the driver of the truck involved in the accident. Rexel Truck Rental, Inc. is hereby ordered to pay the damages awarded to the plaintiff in the amount of \$10,000.00.

IT IS SO ORDERED, GIVEN



NOBLE C. HOOD, Clerk

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OKLAHOMA

W. C. BOYD, individually, and)
W. C. BOYD, as father and next)
friend of W. C. BOYD, JR., a)
minor, 17 years of age,)

Plaintiffs,)

vs.)

MARK CARROLL and FEDERAL)
CONSTRUCTION COMPANY, an)
Oklahoma Corporation,)

Defendants.)

NO. 6359

FILED

APR 14 1966

NOBLE C. HOOD
Clerk, U. S. District Court

STIPULATION FOR DISMISSAL

COME now the plaintiffs and the defendants and move the Court to
dismiss, with prejudice, the above-captioned cause, for the reason and
upon the grounds that the cause has been compromised, settled, and resolved.

WHEREFORE, premises considered, the plaintiffs and the defendants,
pray that the Court dismiss the above-captioned cause, with prejudice.

SANDERS, McELROY & WHITTEN,

By Bert McElroy
Bert McElroy,

Attorneys for the Plaintiffs,

ALFRED B. KNIGHT,

Alfred B. Knight

Attorney for the Defendants.

ORDER

NOW, on this 14 day of April, 1966, the above-captioned cause, by
Order of the Court, is dismissed with prejudice, on stipulation of the
parties hereto.

Carl E. Benson
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

THE UNITED STATES OF AMERICA,
for the Use of BOECKING-BERRY
EQUIPMENT CO., a Corporation,

Plaintiff,

vs.

A. H. LEAL, an individual;
CEDAR CREEK COAL COMPANY, a
Corporation; AMERICAN CASUALTY
COMPANY OF READING, PENNSYLVANIA,
a Corporation,

Defendants.

No. 6245 Civil

FILED

APR 15 1966

NOBLE C. HOOD
Clerk, U. S. District Court

J U D G M E N T

Based upon the Findings of Fact and Conclusions of
Law this day entered in the above entitled cause,

IT IS THE JUDGMENT OF THE COURT that the plaintiff,
United States of America, for the Use and Benefit of BOECKING-
BERRY EQUIPMENT COMPANY, take nothing against the defendants
Cedar Creek Coal Company, a corporation, and American Casualty
Company of Reading, Pennsylvania, a corporation, and judgment
is hereby entered in favor of said defendants against the
plaintiff, with costs.

IT IS THE FURTHER ORDER AND JUDGMENT OF THE COURT
that the plaintiff do have and recover of and from the defen-
dant A. H. Leal the sum of \$9,651.22, together with interest
at the rate of six per cent per annum from this date until
paid, and a reasonable attorney's fee in the sum of \$700.

Seven Hundred Dollars

DATED this 15 day of April, 1966.

(s) Luther Bohannon

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

THE UNITED STATES OF AMERICA,
for the Use of BOECKING-BERRY
EQUIPMENT CO., a Corporation,

Plaintiff,

vs.

A. H. LEAL, an individual;
CEDAR CREEK COAL COMPANY, a
Corporation; AMERICAN CASUALTY
COMPANY OF READING, PENNSYLVANIA,
a Corporation,

Defendants.

No. 6245 Civil

FILED

APR 15 1966

NOBLE C. HOOD
Clerk, U. S. District Court

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On May 25, 1964, the defendant Cedar Creek Coal Company entered into a Contract with The United States of America for the construction of Public Use Area No. 3 at and near the Keystone Reservoir, Arkansas River, State of Oklahoma.

2. On May 25, 1964, Cedar Creek Coal Company, as principal, and American Casualty Company of Reading, Pennsylvania, as surety, executed a Miller Act payment bond in the penal amount of \$154,813.75, conditioned as required by law.

3. On June 9, 1964, Cedar Creek Coal Company entered into a contract with A. H. Leal whereby the latter was to perform certain functions for Cedar Creek Coal Company, all as described in the Contract, which is as follows:

"

C O N T R A C T

This agreement made and entered into this the 9th day of June, 1964, by and between A. H. Leal and Cedar Creek Coal Company, Inc., an Oklahoma corporation, with offices in Poteau, Oklahoma.

WITNESSETH:

That the parties hereto have agreed and do hereby agree to the following terms and conditions of employment of A. H. Leal by Cedar Creek Coal Company, Inc., on Job No. CIVENG 34-066-64-126, Public Use Area III, U. S. Corps of Engineers: (As Project Manager)

(1) All accounting for this job will be maintained by Cedar Creek Coal Company, Inc. at its office in Poteau, Oklahoma. This shall include, but not be limited to, bookkeeping, cost statements, progress reports and purchase orders. There will be an employee on the job whose salary will not exceed \$1.50 per hour plus expenses, who will keep time, issue and forward purchase orders, forward information for progress reports and etc., and generally represent the accounting department of Cedar Creek Coal Company, Inc., and will, in no way, be subject to the production department.

(2) All purchases must be made by a purchase order issued by Cedar Creek Coal Company, Inc. No liability will be incurred without an issued purchase order. All purchase orders must be signed by the accounting department or an officer of Cedar Creek Coal Company, Inc.

(3) All purchases in excess of Five Hundred Dollars (\$500.00) must be signed by an officer or the office manager of Cedar Creek Coal Company, Inc.

(4) A. H. Leal will receive One Hundred Thirty-Five Dollars (\$135.00) per week plus car expense.

(5) No equipment shall be rented on this job without the approval of an officer of Cedar Creek Coal Company, Inc.

(6) Copy of all estimates will be mailed to Cedar Creek Coal Company, Inc., P. O. Box 190, Poteau, Oklahoma.

(7) All monies advanced are to be used on this job only.

(8) Cedar Creek Coal Company, Inc. will receive eight percent (8%) of the gross contract. This is to be deducted percentagewise from each estimate as estimates are received.

(9) Cedar Creek Coal Company, Inc. will receive three-quarters of one percent (.75%) (3/4%) of gross contract for bond fee to be deducted from first estimate.

(10) Cedar Creek Coal Company, Inc. will receive two percent (2%) for any monies advanced and normal trade discounts if paid before due.

(11) Cedar Creek Coal Company, Inc. will receive for accounting the actual hourly labor and materials cost, etc.

(12) In case the liabilities to Cedar Creek Coal Company, Inc. exceed the progress reports, or it is the opinion of the officers of Cedar Creek Coal Company, Inc. that the job is improperly managed, Cedar Creek Coal Company, Inc. may, at its option, terminate this agreement and take over the job and finish it.

(13) All expenses or liabilities incurred on the job must be reported to and approved by Cedar Creek Coal Company, Inc.

(14) All sub-contracts and agreements pertaining to the above contract must be approved by an officer of Cedar Creek Coal Company, Inc.

(15) All payrolls, purchases and material records, etc., must be mailed to Cedar Creek Coal Company, Inc., P. O. Box 190, Poteau, Oklahoma, each day.

(16) No expense shall be incurred on this job until operation is begun.

(17) In order to secure payment of all accounts, no distribution of profits will be made until job is completed and finished out.

(18) When the above stated terms and conditions to Cedar Creek Coal Company, Inc. have been met, any additional monies will be paid A. H. Leal as a bonus for his services and the use of his equipment.

In Witness Whereof, the parties have executed this contract by their proper officers or duly authorized agents.

CEDAR CREEK COAL COMPANY, INC.

(SEAL)

By: _____
President

ATTEST:

/s/ Billy Donald Gaither
Secretary

/s/ A. H. Leal
A. H. Leal

AMENDMENT TO CONTRACT

That certain agreement made and entered into on the 9th day of June, 1964, by and between Cedar Creek Coal Company, Inc., an Oklahoma corporation, and A. H. Leal, setting forth the terms and conditions of employment of A. H. Leal by Cedar Creek Coal Company, Inc. on Job No. CIVENG 34-066-64-126, Public Use Area III, U. S. Corps of Engineers, shall be amended as follows:

Paragraph (9) shall be amended to include, "That Cedar Creek Coal Company, Inc. shall receive the actual cost of the bond in lieu of the 3/4%."

Paragraphs (3), (5), (13) and (14) shall be amended to include, "and shall also be approved and concurred by A. H. Leal."

Paragraph (18) shall be amended to include, "These monies will be over and above, after deducting all job expenses and costs including the 8% of the gross contract as shown by the final estimate of the project, and will include insurance, compensation insurance, and employees State and Federal Taxes. Such remaining monies will be paid to A. H. Leal or his assigns within thirty (30) days after receipt of final estimate payment."

In the event it is necessary for Cedar Creek Coal Company, Inc. to take over this project and assume complete management, this contract and the amendments thereto shall be null and void, and none of the terms or conditions of this contract or amendment shall be applicable. Before Cedar Creek Coal Company, Inc. could assume management of this contract, it must give in writing a five (5) days notice of its intentions and reasons for so doing, and if these conditions are corrected within the five (5) days, this clause shall not be applicable, with the exception of Paragraph (18) and the amendment thereto which is to remain in full force and effect without change.

Monthly cost statements will be prepared by the 15th of the month for the month past for the life of the job, and a final itemized statement of all cost pertaining to the job within a reasonable time after completion of the job. Copies of the above statement will be furnished to A. H. Leal on the above date. A. H. Leal shall have the right to inspect the books at any reasonable time.

Cedar Creek Coal Company, Inc. will advance payments of the following for A. H. Leal during this contract:

Small Business Administration \$230.00 per month
Sinclair Oil Company (Equipment Note) 247.00 per month
Austin National Bank (Equipment note) 266.00 per month
Wilburton State Bank

Cedar Creek Coal Company, Inc. will receive two per-
cent (2%) for monies advanced for the above payments.

In Witness Whereof, the parties have executed this
contract amendment by their proper officers or duly
authorized agents this 10th day of June, 1964.

(SEAL)

CEDAR CREEK COAL COMPANY, INC.

/s/ Kenneth Gaither
President

ATTEST:

/s/ Billy Donald Gaither /s/ A. H. Leal
Secretary A. H. Leal

4. The plaintiff in this case furnished a rebuilt engine for a Caterpillar Tractor at an alleged cost of \$3,651.22.
5. The Court finds that A. H. Leal had no authority, as agent or in any other capacity, to bind or obligate Cedar Creek Coal Company for the purchase of any equipment, as evidenced by the above written contract.
6. Prior to the furnishing of any equipment or the performance of any work by the plaintiff, plaintiff was advised by A. H. Leal that he did not have the authority to bind Cedar Creek Coal Company for the equipment in question.
7. The Court further finds that the equipment was furnished and the work performed by the plaintiff with the understanding it would receive its pay or money from A. H. Leal, and did in fact bill Mr. Leal therefor.

8. The Court finds there was no agreement, express or implied, between the plaintiff that Cedar Creek Coal Company would pay for this equipment and labor furnished to A. H. Leal, and his equipment.

9. The Court finds that A. H. Leal, an individual, is liable and bound to the plaintiff in the sum of \$3,651.22, together with interest and a reasonable attorney's fee in the sum of \$500.

Conclusions of Law

1. Under the Contract set out above and the evidence adduced at the trial, the Court concludes that Mr. Leal was both an employee and a materialman of Cedar Creek Coal Company.

2. The Court concludes as a matter of law under the contract in question, set forth above in the Findings of Fact, Mr. Leal had no authority to make any purchases for and on behalf of Cedar Creek Coal Company except as provided by said contract.

3. The Court concludes as a matter of law that having originally acquired jurisdiction in this case, it may retain jurisdiction as to the defendant A. H. Leal even though the Court has determined that this is not a Miller Act case. See Brown and Root, Inc. vs. Clifflord-Hill & Co., 319 F.2d 65 (5 Cir.); Hurn vs. Oursler, 289 U.S. 238.

DATED this 12th day of April, 1966.

(s) Arthur Bohannon
UNITED STATES DISTRICT JUDGE

W L:chk
3-29-66

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

U. S. INVESTMENT CORPORATION,)
a corporation,)
)
) Plaintiff,)
)
) vs.)
)
) GROUND SUPPORT EQUIPMENT)
) CORPORATION, DONALD H. ROBERTS)
) and JEAN ROBERTS, and GRIGSBY'S)
) CARPETS & DRAPERIES, INC.,)
) a corporation,)
)
) Defendants.)

Civil Action
No. 6330

FILED

APR 15 1966

NOBLE C. HOOD
Clerk, U. S. District Court

J U D G M E N T

The above entitled action came on for hearing before the Court on March 22, 1966; plaintiff and defendants Ground Support Equipment Corporation, a corporation, Donald H. Roberts and Jean Roberts, waived trial by jury as to the issues between them; and plaintiff and said defendants, having stipulated as to the facts, and the Court having made and filed its Findings of Fact, Conclusions of Law and Order for Judgment; now, pursuant to said Order for Judgment:

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that the plaintiff, U. S. Investment Corporation, a corporation, have and recover judgment against defendants, Ground Support Equipment Corporation, a corporation, Donald H. Roberts and Jean Roberts, for the sum of \$25,496.48, with interest on \$24,153.17 at the rate of 10 per cent per annum from December 16, 1965, until paid, together with an attorney's fee of \$3,874.47, abstract expense of \$34.50, and for the costs of the action, to be hereinafter taxed against said defendants, on notice.

IT IS BY THE COURT FURTHER ORDERED, ADJUDGED AND DECREED that the trial of the issues to this cause between defendant and cross-petitioner, Grigsby's Carpets & Draperies, Inc., a corporation, and defendants Ground Support Equipment Corporation, a corporation, and Donald

LAW OFFICES
UNGERMAN,
GRABEL,
UNGERMAN
& LEITER

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

H. Roberts and Jean Roberts be and the same is hereby reserved by the Court, and said cause is hereby continued for further hearing thereon.

IT IS BY THE COURT FURTHER ORDERED, ADJUDGED AND DECREED that the issue of priority between plaintiff's mortgage lien and the mechanic's lien, if any, of defendant and cross-petitioner, Grigsby's Carpets & Draperies, Inc., a corporation, be and it is hereby continued for further hearing thereon.

IT IS BY THE COURT FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff's rights under the mortgage upon the property situated in the State of Utah, and its right to foreclosure thereof, be and the same are hereby reserved for consideration by a court of competent jurisdiction in the State of Utah.

IT IS BY THE COURT FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff have and is hereby granted judgment against defendants Ground Support Equipment Corporation, a corporation, Donald H. Roberts and Jean Roberts, for foreclosure of its Real Estate Mortgage upon the following described real estate situated in Tulsa County, Oklahoma, to-wit:

Lot One (1), Block Five (5), SOUTHERN HILLS ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof,

and that upon the failure of said defendants to satisfy said judgment, with interest, attorney's fees and costs, that an execution and order of sale issue to the United States Marshal for the Northern District of Oklahoma, commanding him to sell, as upon execution, with appraisement, plaintiff having elected to have said property sold with appraisement, the above-described real property, subject to the first mortgage of Ponca City Savings and Loan Association of Ponca City, Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that execution on plaintiff's judgment be, however, and the same is hereby stayed until determination of the issues between defendant and cross-petitioner, Grigsby's Carpets & Draperies, Inc., and defendants Ground Support Corporation, a corporation, Donald H. Roberts and Jean Roberts,

as to the validity of the Mechanic's Lien of said cross-petitioner and as to the liability of said defendants thereon, and pending determination of the issues of priority as between plaintiff and cross-petitioner, Grigsby's Carpets & Draperies, Inc., a corporation.

Dated this 15th day of April, 1966.

1st Luther Bohanon
Luther Bohanon
United States District Judge

APPROVED:

Irvine E. Ungerman
Manuel Grabel
Maynard I. Ungerman
William Leiter

By William Leiter
Attorneys for Plaintiff

John C. Moran
John C. Moran
Attorney for Defendants Ground
Support Equipment Corporation,
a corporation, Donald H. Roberts
and Jean Roberts

1st Mitchell O'Donnell
Mitchell O'Donnell
Attorney for Defendant Grigsby's
Carpets & Draperies, Inc., a
corporation

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, and)
NORMAN NOLAND, Special Agent,)
Internal Revenue Service,)

Petitioners)

v.)

M. P. BOTTENFIELD,)

Respondent.)

CIVIL NO. 6388

DS

FILED ✓

APR 15 1966

NOBLE C. HOOD
Clerk, U. S. District Court

O R D E R

The petition seeking to compel the respondent, M. P. Bottenfield, to comply with an Internal Revenue summons having come on for hearing on March 15, 1966; the Court having considered the pleadings and having heard argument of counsel:

IT IS HEREBY ORDERED that the respondent's Motion to Strike, Set Aside and Hold for Naught Order to Show Cause be denied and the same is denied and that the respondent M. P. Bottenfield comply with the summons issued by Special Agent Norman Noland, and that the respondent, M. P. Bottenfield, shall appear before Special Agent Norman Noland at 3224 East 21st Street, Tulsa, Oklahoma, on April 19, 1966, at 10:00 AM, to testify concerning the tax liability of C. F. and Jeanne V. Williams for the years 1959, 1960, 1961 and 1962 and to produce for examination the following books, records and papers:

All work papers, correspondence, and memoranda of M. P. Bottenfield & Associates relating to the income, expenses, exemptions, deductions, and financial transactions of C. F. and Jeanne V. Williams for the periods designated; and the records of M. P. Bottenfield & Associates showing the dates, tax returns and declarations of estimated tax were prepared and/or filed for C. F. and Jeanne V. Williams.

IT IS FURTHER ORDERED that the petitioner, Norman Noland, has the right to photocopy or otherwise mechanically reproduce all of the material produced for examination pursuant to this order.

It is the further finding of this Court that the petitioner prior to the hearing in this matter had objected to a court reporter being present, however, at the hearing in this matter before this court the petitioner consented to the presence of a certified court reporter at any further examination or proceedings in this matter.

IT IS THE FURTHER ORDER that a certified court reporter may be present at any further examination and proceeding in this matter and respondent is to furnish to the petitioner a copy of this record of the proceedings at no cost to petitioner.

Fred Danforth
UNITED STATES DISTRICT JUDGE
© R. J. E. H. H.

Dated this the 15th day of April, 1966

S. K.
Wesley V. Disney
cc Paul R. Holdson
Edward L. Barry
U.S. City

It is the further finding of this Court that the petitioner prior to the hearing in this matter had objected to a court reporter being present, however, at the hearing in this matter before this court the petitioner consented to the presence of a certified court reporter at any further examination or proceedings in this matter.

IT IS THE FURTHER ORDER that a certified court reporter may be present at any further examination and proceeding in this matter and respondent is to furnish to the petitioner a copy of this record of the proceedings at no cost to petitioner.

Fred Danaherty
UNITED STATES DISTRICT JUDGE

Dated this the 15th day of April, 1966

72

15th

OK John Hart.
OK Wesley V. Desney
OK Paul B. Hodyson
Robert C. Barry
asst U.S. Atty

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, and)
NORMAN NOLAND, Special Agent,)
Internal Revenue Service,)
Petitioners)
v.)
PAUL R. HODGSON,)
Respondent.)

CIVIL NO. 6391

FILED

APR 15 1966

NOBLE C. HOOD
Clerk, U. S. District Court

O R D E R

The petition seeking to compel the respondent, Paul R. Hodgson, to comply with an Internal Revenue summons having come on for hearing on March 15, 1966; the Court having considered the pleadings and having heard argument of counsel:

IT IS HEREBY ORDERED that the respondent's Motion to Strike, Set Aside and Hold for Naught Order to Show Cause be denied and the same is denied and that the respondent, Paul R. Hodgson, comply with the summons issued by Special Agent Norman Noland and that the respondent, Paul R. Hodgson, shall appear before Special Agent Norman Noland at 608 Franklin Building, Tulsa, Oklahoma, on April 18, 1966, at 10:00 A.M. to produce for examination the following books and records of the Oil Tool Sales Company:

- (1) Bank deposit slips for the fiscal year ended September 30, 1962.
- (2) Subsidiary accounts receivable ledger sheets (memorandum billing) for the fiscal year ended September 30, 1962, for the following customers:
American Exploration Equipment Company,
Ligon Tool Company,
Thompson Tool Company.
- (3) General Journal containing all journal entries for the fiscal year ended September 30, 1962.

IT IS FURTHER ORDERED that the petitioner, Norman Noland, has the right to photocopy or otherwise mechanically reproduce all of the material produced for examination pursuant to this order.

It is the further finding of this Court that the petitioner prior to the hearing in this matter had objected to a court reporter being present, however, at the hearing in this matter before this court the petitioner consented to the presence of a certified court reporter at any further examination or proceedings in this matter.

IT IS THE FURTHER ORDER that a certified court reporter may be present at any further examination and proceeding in this matter and respondent is to furnish to the petitioner a copy of this record of the proceedings at no cost to petitioner.

Fred A. Sweeney
UNITED STATES DISTRICT JUDGE

Dated this the 15th day of April, 1966.

E. K. J. Hart

OK Paul R. Holyson

OK Wesley V. Hines
Robert C. Hines
Const. U.S. City

INTERNATIONAL EQUIPMENT
LEASING CORP., a corporation,

Plaintiff,

vs.

MIDLAND OIL & GAS COMPANY, a
corporation, WILLIAM E. ROBERTS
and C. F. SHEPHERD,

Defendant.

NO. 6 3 9 3

FILED

APR 15 1966

NOBLE C. HOOD
Clerk, U. S. District Court

J U D G M E N T

Now on this 5th day of April, 1965, the above cause comes on regularly for hearing, and the plaintiff appearing in person and by its attorney of record, Thomas A. Landrith, Jr. and the Court having determined that the defendant, Midland Oil & Gas Company, a corporation, has been duly served with summons and has defaulted by failing to appear or plead in said cause within the time authorized and permitted by law and the Court having determined that the plaintiff is entitled to a judgment of and from the defendant Midland Oil & Gas Company, a corporation, as prayed for in the Complaint,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

(1) That plaintiff be and it is hereby awarded a judgment of and from the defendant, Midland Oil & Gas Company, a corporation, in the sum of \$384,180.00, with interest thereon at 6% per annum from the date of judgment, together with attorney's fees in addition thereto in the sum of \$38,418.00, and the costs of this action.

(2) That plaintiff be and it is hereby decreed to be entitled to exclusive possession, custody and control of all of the leases, leaseholds and personal property more particularly described and referred to in the Equipment Lease Agreement in writing, dated May 8, 1964, a true copy of which is attached to the Complaint, marked "Exhibit A" and made a part hereof; the Assignment of Production and Agreement contract being dated May 8, 1964, a true copy of which is attached to the Complaint, marked "Exhibit B" and made a part thereof; the Supplemental Equipment Lease Agreement in writing, dated March 19, 1965, a true copy of which is attached to the Complaint, marked "Exhibit D" and made a part hereof, and the Supplemental Assignment of Production and Agreement, dated the 19th day of March, 1965, a true copy of which is attached to the Complaint, marked "Exhibit E" and made a part hereof.

(3) That William Doenges, Jr. is hereby appointed receiver to take charge of and operate and control said leases, leasehold estates and personal property pending further orders of this Court, upon his execution of an undertaking in the usual form, in the sum of \$10,000, conditioned as provided by law. Said receiver is hereby authorized and directed to take possession of said properties, to operate said leases only to the extent as is reasonably necessary to conserve said properties and in order that present production can be extracted therefrom. Said receiver is authorized to incur indebtedness and to issue

receiver's certificates, which certificates shall be and constitute a first lien on said property and on all of the property to come into the hands of the receiver, said receiver's certificates to be issued only in the amounts and to the extent reasonably necessary to conserve, preserve and operate said properties and leases, pending further orders of this Court, said receiver's certificates not to exceed a total of \$10,000 during any one month. Said receiver is hereby ordered to make a full and complete report to the Court of his acts as receiver at intervals of not less than fifteen (15) days, fully disclosing all of his acts as receiver during the preceding fifteen-day period.

For all of which, let execution issue.

A handwritten signature in cursive script, appearing to read "J. E. Bannan".

United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, and)
NORMAN NOLAND, Special Agent,)
Internal Revenue Service,)
)
Petitioners)
)
v.)
)
PAUL R. HODGSON,)
)
Respondent.)

CIVIL NO. 6390 ✓

FILED

APR 15 1966 *DF*

NOBLE C. HOOD
Clerk, U. S. District Court

O R D E R

The petition seeking to compel the respondent, Paul R. Hodgson, to comply with an Internal Revenue Summons having come on for hearing on March 15, 1966; the Court having considered the pleadings and having heard argument of counsel:

IT IS HEREBY ORDERED that the respondents Motion to Strike, Set Aside and Hold for Naught Order to Show Cause be denied and the same is denied and that the respondent Paul R. Hodgson comply with the summons issued by Special Agent Norman Noland, and that the respondent, Paul R. Hodgson, shall appear before Special Agent Norman Noland at 608 Franklin Building, Tulsa, Oklahoma, on April 18, 1966 at 10:00 AM to produce for examination the following books and records of the Oil Tool Manufacturing Company:

- (1) Bank deposit slips for the fiscal years ended September 30, 1959, 1960, 1961 and 1962.
- (2) Subsidiary accounts receivable ledger sheets (memorandum billing) for the fiscal year ended September 30, 1962, for the following customers:

American Exploration Equipment Company,
Ligon Tool Company,
Thompson Tool Company.
- (3) Accounts receivable ledger sheet for Wyoming Bit Company for the fiscal years ended September 30, 1959 and 1960.

IT IS FURTHER ORDERED that the petitioner, Norman Noland, has the right to photocopy or otherwise mechanically reproduce all of the material produced for examination pursuant to this order.

It is the further finding of this Court that the petitioner prior to the hearing in this matter had objected to a court reporter being present, however, at the hearing in this matter before this court the petitioner consented to the presence of a certified court reporter at any further examination or proceedings in this matter.

IT IS THE FURTHER ORDER that a certified court reporter may be present at any further examination and proceeding in this matter and respondent is to furnish to the petitioner a copy of this record of the proceedings at no cost to petitioner.

Frederic J. Lambert
UNITED STATES DISTRICT JUDGE

Dated this the 15th day of April, 1966

OK Jeffrey Hard
OK Paul R. Hodgeson
C.F. Wesley V. Lindsey
Lawrence Berry
Wm H. S. Utley

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

KEITH CARTWRIGHT,

Plaintiff,

vs.

UNITED STATES CORPS OF ENGINEERS,
UNITED STATES DEPARTMENT OF INTERIOR,
AND THE UNITED STATES OF AMERICA,

Defendants.

CIVIL ACTION NO. 6405

FILED

April 19 1966
~~MAY 12 1966~~

NOBLE C. HOOD
Clerk, U. S. District Court

ORDER OF DISMISSAL 4-19-66

NOW, on this 19th day of April 1966, this matter came on for decision on the motion filed by the defendant, United States of America, to dismiss the plaintiff's Amended Complaint. The plaintiff appeared in person and by his attorney, Charles E. Daniel. The defendant, United States of America, appeared by Assistant United States Attorney Hubert A. Marlow.

Having read and considered the Amended Complaint and the Briefs filed herein; having heard the testimony of Mr. Keith Cartwright and the argument of counsel and being fully advised in the premises, the Court finds and concludes that:

In his Amended Complaint filed in this action the plaintiff has named as parties defendant the United States Corps of Engineers, the United States Department of Interior and the United States of America. The United States Corps of Engineers and the United States Department of Interior both are Agencies of the United States Government and, as such, cannot be sued eo nomine unless Congress has authorized such a suit. A suit, such as the instant one, has not been so authorized by Congress.

The United States of America cannot be sued unless it gives its consent to be sued. Section 2282 and 2284 of Title 28 U.S.C., on which plaintiff relies as a basis for consent to sue the United States of America, are procedural statutes rather than consent statutes and confer no jurisdiction on this Court to hear this case.

Plaintiff in this case has requested only one relief, that is, an injunction, but an action for an injunction does not lie against the United States of America.

For the foregoing reasons this Court has no jurisdiction to entertain the subject civil action.

Even if plaintiff could show that this Court did have jurisdiction to hear this case, the Court still could not grant an injunction. The necessity of payment of the small entrance and user fees required by the Land and Water Conservation Fund Act of 1965 does not constitute an irreparable injury. Neither the required payment of the fees nor any other facts in this case justify the issuance of an injunction. The Court, therefore, concludes that the defendants' Motion to Dismiss should be sustained.

It Is, Therefore, ORDERED that the plaintiff's Amended Complaint and this entire civil action be and hereby is dismissed.

William E. Barrett

UNITED STATES DISTRICT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

APR 20 1966

JOSEPH C. SPEARS, Plaintiff,)	NOBLE C. HOOD
)	Clerk, U. S. District Court
vs.)	No. 6224 Civil
)	
SAFEWAY STORES, INC., Defendant.)	

ORDER OVERRULING PLAINTIFF'S MOTION TO HAVE
THE VERDICT AND JUDGMENT ENTERED THEREON
SET ASIDE, TO HAVE JUDGMENT RENDERED FOR
PLAINTIFF AND FOR NEW TRIAL TO FIX DAMAGES.

The plaintiff's motion to have the verdict and judgment entered thereon set aside, to have judgment rendered for plaintiff and for new trial to fix damages was heard this date pursuant to regular setting. The plaintiff appeared through his counsel, Ward & Brown by Robert G. Brown, and the defendant appeared through its counsel, Hudson, Wheaton & Brett, by Thomas R. Brett. Both counsel announced ready with the hearing to proceed on the motion. The court announced that he had reviewed the motions of the plaintiff and the supporting briefs and had concluded that the plaintiff's motion to have the verdict and judgment entered thereon set aside, to have judgment rendered for plaintiff and for new trial to fix damages should be overruled. The court stated that the evidence presented at the trial of the case presented fact questions for a jury's determination and the jury having rendered a verdict in favor of the defendant made the jury's findings conclusive.

IT IS THEREFORE ORDERED that the plaintiff's motion to have the verdict and judgment entered thereon set aside, to have judgment rendered for plaintiff and for new trial to fix damages is hereby overruled. The plaintiff excepted to the ruling of the court and gave notice in open court of his intention to appeal the ruling of the court to the Court of Appeals for the Tenth Circuit.

Dated this 8th day of April, 1966.

Approved as to form:

Robert G. Brown
Attorney for Plaintiff

Allen E. Brown
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

NOWATA PIPE AND SUPPLY CO.,
a corporation,
Plaintiff,
-vs-
MIDLAND OIL AND GAS COMPANY,
a corporation,
Defendant.

NO. 6393

FILED

APR 25 1966

NOBLE C. HOOD
Clerk, U. S. District Court

J U D G M E N T

Now on this 21st day of April, 1966, pursuant to order of the Court on the 15th day of April, 1966, the defendant, Midland Oil And Gas Company is hereby adjudged to be in default and the plaintiff, Nowata Pipe And Supply Company is hereby awarded a judgment against the defendant on its first cause of action for the sum of \$9,215.71 and on its second cause of action for the sum of \$2,418.50 and on its third cause of action for the sum of \$2,829.16, for a total of \$14,463.37 plus interest at the rate of six per cent (6%) per annum from August 1, 1965, until paid, attorney's fees in the amount of \$2,165.00 and for foreclosure of its Mechanic's and Materialmen's Liens covering oil and gas leases on the following-described property, which liens are more particularly described in the plaintiff's Complaint:

1. NE/4, NE/4 Section 30, Township 24 North, Range 16 East, Rogers County, Oklahoma;
2. N/2 of the Northwest Quarter of Section 31, Township 24 North, Range 17 East, Rogers County, Oklahoma;
3. West Half, Southwest Quarter of Section 30, Township 24 North, Range 17 East, Rogers County, Oklahoma;
4. North Half Southeast Quarter Southwest Quarter Section 30, Township 24 North, Range 16 East, Rogers County, Oklahoma, together with 1/2 of the royalty interest in said land;

5. East Half, Southeast Quarter, Section 25, Township 24 North, Range 16 East, Rogers County, Oklahoma;
6. North Half, Southwest Quarter, Southeast Quarter, Section 25, Township 24 North, Range 16 East, Rogers County, Oklahoma;
7. Southeast Quarter, Southwest Quarter Southeast Quarter, Section 25, Township 24 North, Range 16 East, Rogers County, Oklahoma;
8. South Half, Southeast Quarter, Southwest Quarter, Section 30, Township 24 North, Range 17 East, Rogers County, Oklahoma, together with 1/2 of all the mineral interest in and to said land;
9. Northwest Quarter, Northwest Quarter, and the South Half, Northwest Quarter in Section 12, Township 24 North, Range 17 East, Rogers County, Oklahoma;
10. East Half of the Northwest Quarter and the Northeast Quarter and the Northeast Quarter or the Southeast Quarter, Section 11, Township 24 North, Range 17 East, Rogers County, Oklahoma;
11. North Half, Northeast Quarter and the West Half, Southwest Quarter of the Northeast Quarter of Section 29, Township 27 North, Range 16 East, Nowata County, Oklahoma;
12. North Half of the Northeast Quarter and the West Half of the Southwest Quarter of the Northeast Quarter of Section 29, Township 27 North, Range 16 East, Nowata County, Oklahoma;
13. Southwest Quarter of the Southeast Quarter; and the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 20, Township 27 North, Range 16 East, Nowata County, Oklahoma;
14. The North Half of the North Half of the Northeast Quarter; and the Southeast Quarter of the Northeast Quarter of Section 29; and the Southwest Quarter of the Southeast Quarter; and the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, of Section 20, Township 27 North, Range 16 East, Nowata County, Oklahoma;
15. The Southeast Quarter of the Southeast Quarter; and the West Half of the Northeast Quarter of the Southeast Quarter; and the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 20, Township 27 North, Range 16 East, Nowata County, Oklahoma;

16. The North Half of the Northwest Quarter of the Southeast Quarter of Section 20, Township 27 North, Range 16 East, Nowata County, Oklahoma;
17. The North Half of the Northwest Quarter of the Southeast Quarter of Section 20, Township 27 North, Range 16 East, Nowata County, Oklahoma;
18. The Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 20, Township 27 North, Range 16 East, Nowata County, Oklahoma;
19. The Northwest Quarter of the Northwest Quarter; and the West Half of the Northeast Quarter of the Northwest Quarter; and the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 28, Township 27 North, Range 16 East, Nowata County, Oklahoma;
20. The North Half of the Southwest Quarter of Section 20, Township 27 North, Range 16 East, Nowata County, Oklahoma;
21. The South Half of the Southwest Quarter of Section 20, Township 27 North, Range 16 East, Nowata County, Oklahoma;

and for the costs of this action taxed at \$ 7, for all of which let execution issue.

(s) *Luther Bohannon*
~~Clerk of the District Court~~
Luther Bohannon
Judge
United States District Court

OK as to form
Glenn F. Prichard