

MIU:ca
5/17/66

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

GUARANTEE MUTUAL LIFE CO., a)
corporation,)
)
Plaintiff,)
)
vs.)
)
CLIFFORD WARD ALLEN, III,)
et al.,)
)
Defendants.)

CIVIL NO. 6201

FILED

JUN - 1 1966

NOBLE C. HOOD

JUDGMENT

Now on the 16th day of May, 1966, this cause having been on for

trial, and the parties having announced that they have reached a stipulation and agreement, and the Court having heard the said stipulation for the settlement of this action and the entry of a judgment thereon as set forth in the oral arguments of counsel, Mr. Maynard I. Ungerman appearing as attorney on behalf of Clifford Ward Allen, Sr. and Alice Allen; Mr. Jack R. Givens appearing as attorney for Mary Stephanson Allen and Joseph Leslie Allen; Mr. S. Paul Hasen appearing as attorney for Clifford Ward Allen, III and Gail Allen Hunt; and Mr. Dale J. Briggs appearing himself and for Jerry L. Goodman, attorney on behalf of Mr. H. F. Flanigin and Miss Beryl Gerard:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED BY THE COURT as follows:

1. That the monies now on deposit in a bank pursuant to the order of the Court totalling at this date \$67,219.09 shall remain on deposit until the 1st day of June, 1966 at which time the following sums shall be withdrawn and paid to the parties set forth hereinafter.

2. That a corporate trust be established for Joseph Leslie Allen, a minor, at the First National Bank & Trust Company of Oklahoma City as trustee for Joseph Leslie Allen or a similarly constituted national bank in Oklahoma City, Oklahoma, and Twenty Thousand (\$20,000.00) Dollars paid therein, until said minor reaches the age of 25 years and the trust will then terminate and the balance then on hand to be distributed to said minor. During the term of the trust, the trustee shall have the sole and absolute discretion to distribute so much of the income and corpus as it may deem necessary, proper or desirable for the health, education, maintenance and welfare of the said minor and the trustee shall be entitled to reasonable compensation for its duties as trustee, commensurate with the usual and customary charges in the geographic area in which it is located and operates.

LAW OFFICES
UNGERMAN,
GRABEL,
UNGERMAN
& LEITER

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

3. That the sum of Ten Thousand (\$10,000.00) Dollars be paid into a trust whereby a bank will operate as trustee under the same terms and conditions set forth in the previous paragraph, said sum to be for and on behalf of the minor, Clifford Ward Allen, III until said minor reaches the age of 25 years. That in addition thereto, there shall be deposited in the guardianship account of the guardian for said minor, Gail Allen Hunt ~~to the use of Clifford Ward Allen, III~~, the sum of Ten Thousand (\$10,000.00) Dollars to be withdrawn and/or paid in accordance with the requirements of the County Court of Tulsa County, Oklahoma.

4. That in regard to the two previously above-named trusts, that established for Joseph Leslie Allen and that established for Clifford Ward Allen, III, it is understood and agreed that a copy of the annual audit of said trustee accounts shall be sent to Dr. Herman F. Flanigin of Tulsa, Oklahoma for his examination immediately after preparation of same.

5. That there shall be paid to Beryl Gerard the sum of Seventeen Thousand Five Hundred (\$17,500.00) Dollars as her share of the proceeds set forth above. That there shall be paid the remainder of the monies, to-wit, Ten Thousand Three Hundred Ninety-One and 28/100 (\$10,391.28) Dollars to Clifford Ward Allen, Sr. and Alice Allen.

6. That all attorneys fees shall be borne by each of the parties hereto and none of said fees shall be taken from the monies on deposit prior to its distribution to the various parties hereto. That all expenses incurred by each individual party to this action shall be paid by that party and none of said expenses shall be from the proceeds now on deposit prior to their distribution to the individual parties hereto.

7. That it is specifically agreed and understood that all parties hereto do hereby withdraw from their complaints, cross-complaints and all other pleadings any charges and allegations of fraud and undue influence by defendant, Beryl Gerard, as to the change of beneficiary of the insurance policy on the life of Dr. Clifford Ward Allen, Jr.

Dated: May 31st, 1966.

Allen G. Barron
Judge

AGREED:

DALE J. BRIGGS and JERRY L. GOODMAN

By Dale J. Briggs
Attorneys for Beryl Gerard, individually, and Herman F. Flanigin and Beryl Gerard as trustees

UNGERMAN, GRABEL, UNGERMAN & LEITER

By Walter D. Unger
Attorneys for Clifford Ward Allen, Sr. and Alice Allen

Paul H. Hazen
S. Paul Hazen, Attorney for Clifford Ward Allen, III and Gail Hunt Allen

Jack R. Givans
Jack R. Givans, Attorney for Mary Stephenson Allen and Joseph Leslie Allen

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Earlene Ledbetter,
vs.
United States of America,
Defendant.

Plaintiff,

Defendant.

Civil Action No. 6319 **FILED**

JUN -1 1966

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

O R D E R

The stipulation of the parties to the above action dated May 4, 1966, wherein it is agreed by the defendant, the United States of America, to pay to plaintiff, Earlene Ledbetter, the sum of two thousand dollars (\$2,000.00) without admission of liability or fault on the part of said defendant, and wherein the plaintiff agrees to accept said sum in full and complete satisfaction of all claims and demands arising out of the incident giving rise to this litigation, is hereby approved pursuant to the provisions of 28 U.S.C. 2677.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that this action stand dismissed with prejudice and without costs upon payment to the plaintiff by the defendant of the amount stated.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that attorneys' fees in the amount of 20% of the recovery herein shall be paid to Mason and Mason, attorneys for the plaintiff, such fees to be paid out of, and not in addition to the amount stated above.

Entered this 11 day of May, 1966.

(s) Luther Bohannon
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SUNRAY OIL COMPANY,
a corporation,)
Plaintiff,)
vs.)
UNITED STATES OF AMERICA,)
Defendant.)

No. 6327

FILED

JUN -1 1966

ORDER OF DISMISSAL

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

Now on this 1st day of June, 1966, there was submitted to me,
the undersigned District Judge, a Stipulation of Dismissal in the captioned
case, approved by the parties thereto, and the Court after being advised in
the premises finds as follows:

That the aforesaid Stipulation of Dismissal should be and the
same is hereby approved and it is further ordered that this cause be
dismissed with prejudice, each party to bear its own costs.

SO ENTERED.

Luther Johnson
UNITED STATES DISTRICT JUDGE

APPROVED:

John A. Ladner, Jr.
John A. Ladner, Jr.
Attorney for Sunray Oil Company,
Plaintiff

Hugh W. Schaefer
Hugh W. Schaefer
Assistant U. S. Attorney
Northern District of Oklahoma
Attorney for the Defendant

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

W. WILLARD WIRTS, SECRETARY OF)
LABOR, UNITED STATES DEPARTMENT)
OF LABOR)

Plaintiff)

v.)

EMM P. O'NEAL, doing business)
as FRATERNAL ORDER OF POLICE)
MAGAZINE)

Defendant)

CIVIL ACTION

FILE NO. 6392

FILED

JUN 1

1966

ORDER OF DISMISSAL

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

Plaintiff having filed his Complaint herein, and there-
after defendant having assured plaintiff and this Court that he
will in the future fully comply with the provisions of the Fair
Labor Standards Act of 1938, as amended, and defendant having
entered into a Stipulation of Compliance, wherein defendant
specifically agrees to comply with all pertinent provisions of
the Fair Labor Standards Act of 1938, as amended;

It is, therefore, ORDERED, ADJUDGED, and DECREED that
the above styled and numbered cause be, and the same hereby is,
dismissed without prejudice, and with costs taxed to defendant.

Dated this 1st day of June, 1966.

(S) Luther Bohannon
UNITED STATES DISTRICT JUDGE

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

REDA PUMP COMPANY,)
)
Plaintiff,)
)
vs.)
)
BYRON JACKSON PUMPS, INC., a)
Delaware Corporation, a subsidiary)
of BORG-WARNER CORPORATION, an)
Illinois Corporation, and JOE T. CARLE,)
J. F. BOUTWELL, CLINTON A. BOYD,)
and ELDON L. DRAKE, Individuals)
of Tulsa, Oklahoma,)
)
Defendants.)

CIVIL ACTION NO. 5945

FILED

JUN - 2 1966

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

ORDER

Upon written Stipulation of counsel for the parties to the
above captioned action, and for good cause shown:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court
that:

1. This Court has jurisdiction of the subject matter
of this action and over the parties hereto.

2. The parties to this civil action having settled
and adjusted the subject matter thereof, this action is hereby dismissed
with prejudice.

3. No costs are awarded hereby.

DATED this 2nd day of June, 1966.

Luther Bohannon
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM IN ACCORDANCE WITH
STIPULATION:

DATED this 2nd day of June, 1966.

Floyd L. Walker
FLOYD L. WALKER
Attorney for Plaintiff

LYON & LYON

By Leonard S. Lyon, Jr.
Leonard S. Lyon, Jr.

Jack N. Hays
JACK N. HAYS

United States District Court

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION FILE NO. 6256

Floyd P. Morgan,
Plaintiff,
vs.
John Gardner, Secretary of Health,
Education and Welfare,
Defendant.

JUDGMENT
FILED

JUN 2 1966

This action came on for trial (hearing) before the Court, Honorable ~~Fred Baugherty~~ **FRANK S. HOOD**
Clerk, U. S. District Court
, United States District Judge, presiding, and the issues having been duly tried
(heard) and a decision having been duly rendered,

It is Ordered and Adjudged **that judgment is entered for the defendant affirming his decision denying the plaintiff a period of disability and disability benefits.**

Dated at **Tulsa, Oklahoma**, this **2nd** day
of **June**, 19**66**.

NOBLE C. HOOD

Clerk of Court

By *Ben B. Ballenger*
Ben B. Ballenger,
Deputy.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Marion Wayne Andrews and Ruth A.
Andrews, husband and wife, and Virgil
Richard Robison and Wanda Fay Morris
Robison, husband and wife,

Defendants.

Civil No. 6339

FILED

JUN - 2 1966

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

J U D G M E N T

ON THIS 31st day of May 1966, the above-entitled matter coming on for hearing, Plaintiff, United States of America, appearing by Sam E. Taylor, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, Virgil Richard Robison and Wanda Fay Morris Robison, appearing by their attorney, Thomas A. Wallace, and it appearing that this is a suit based upon a mortgage note and for foreclosure of a real estate mortgage, upon real property located within the Northern Judicial District of Oklahoma, in Tulsa County, State of Oklahoma; and

IT FURTHER appearing that due and legal service was had upon the defendants, Marion Wayne Andrews and Ruth A. Andrews, pursuant to 28 U.S.C.A., Section 1655, requiring each of them to answer the Complaint filed herein on or before the 14th day of April 1966, and it appearing that said defendants have failed to file an Answer or otherwise plead herein and that their default has been entered herein.

The Court being fully advised and having examined the file herein, finds that the material allegations of Plaintiff's Complaint filed herein are true; that the defendants, Marion Wayne Andrews and Ruth A. Andrews, on June 18, 1964, executed and delivered to the Administrator of Veterans' Affairs, his successors and assigns, a mortgage note in the sum of \$9,300.00, with interest thereon at 5 1/2% per annum.

The Court further finds that the defendants, Marion Wayne Andrews and Ruth A. Andrews, in order to secure the prompt and punctual payment of said note executed and delivered to the Administrator of Veterans' Affairs, his successors and assigns, a mortgage upon the following described property:

Lot 2, Block 17, Valley View Acres Addition, Tulsa County, Oklahoma, according to the recorded plat thereof,

which mortgage was duly recorded in the Office of the County Clerk, Tulsa County, Oklahoma.

The court further finds that thereafter on November 3, 1964, the defendants, Marion Wayne Andrews and Ruth A. Andrews, executed and delivered to the defendants, Virgil Richard Robison and Wanda Fay Morris Robison, a warranty deed to the aforesaid real property.

The court further finds that the defendants and each of them failed to make the installment due on the aforesaid mortgage note on December 1, 1964, and all subsequent payments, and that there is now due on said mortgage note the sum of \$9,238.17, with interest thereon at the rate of 5 1/2% per annum from December 1, 1964. That plaintiff has a first and prior lien upon the above-described real property by virtue of the mortgage given as security for the payment of the indebtedness of the mortgage note including interest and costs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that plaintiff, United States of America, have and recover judgment in rem against the defendants, Marion Wayne Andrews and Ruth A. Andrews, for the sum of \$9,238.17, with interest thereon at the rate of 5 1/2% per annum, from December 1, 1964, together with the costs of this action accrued and accruing.

The court further finds that pursuant to the terms of the aforesaid mortgage, the option of appraisal of the real property is to be exercised at the time judgment is rendered and the court being advised that plaintiff elects to sell said property with appraisal;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that an Order of Sale shall issue herein to the United States Marshal for the Northern District of Oklahoma, upon the failure of the defendants, Marion Wayne Andrews and Ruth A. Andrews, to satisfy plaintiff's money judgment herein, commanding him to advertise and sell with appraisal the real property herein described and to apply the proceeds therefrom to plaintiff's judgment, in the sum of \$9,238.17, with interest thereon at the rate of 5 1/2% per annum from December 1, 1964 until paid, together with the costs of this action, the balance, if any, to be paid to the Court Clerk to await the further order of this court.

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

BYRON JACKSON PUMPS, INC.,)
A Delaware Corporation,)
)
Plaintiff,)
)
vs.)
)
REDA PUMP COMPANY, a)
Corporation, and ARMAIS)
ARUTUNOFF,)
)
Defendants.)

CIVIL ACTION NO. 6362

FILED

JUN - 2 1966

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

ORDER

Upon written Stipulation of counsel for the parties to the
above entitled action, and for good cause shown:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the
Court that:

1. This Court has jurisdiction of the subject matter
of this action and over the parties hereto.
2. The parties to this civil action having settled
and adjusted the subject matter thereof, this action is hereby dismissed
with prejudice.
3. No costs are awarded hereby.

EXHIBIT B (p. 2)

DATED this 2nd day of June, 1966.

Luther Bohanon
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM IN ACCORDANCE
WITH THE STIPULATION DATED the 2nd
day of June, 1966.

LYON & LYON

By Leonard S. Lyon, Jr.
LEONARD S. LYON, JR.

Floyd L. Walker
FLOYD L. WALKER

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

Valeto Mae Swartzlander,
Plaintiff,
vs
Insurance Co. of North America,
a corporation,
Defendant.

Civil No. 6338

FILED

JUN 18 1966

ORDER REMANDING

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

The motion of plaintiff to remand this suit to the District Court of Creek County, State of Oklahoma, having been submitted on brief of the plaintiff, and the Court, being fully advised, finds that the cause should be remanded to the District Court of Creek County, State of Oklahoma.

IT IS THEREFORE ORDERED AND ADJUDGED that the motion of plaintiff to remand this cause to the District Court of Creek County, State of Oklahoma, be and it is hereby sustained and the cause is remanded to the District Court of Creek County, State of Oklahoma, for further proceedings.

Dated at Tulsa, Oklahoma, this 3rd day of June

1966.



United States District Judge

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

United States of America,

Plaintiff,

vs.

Wayne B. Legg,

Defendant.

Civil No. 6259

FILED

JUN 6 1966

DEFAULT JUDGMENT

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

THIS CAUSE came on before the Court to be heard on Motion of Plaintiff for Default Judgment for relief demanded in the Complaint; and it appearing the Complaint and Summons in this action were served on Defendant, Wayne B. Legg, on September 1, 1965, as appears from the Marshal's return of service of said summons.

That the time within which the Defendant may answer or otherwise move as to the Complaint has expired;

That the Defendant has not answered or otherwise moved; and that the time for the defendant to answer or otherwise move has not been extended.

It further appearing as evidenced by the Affidavit of the Plaintiff that the defendant is neither an infant nor an incompetent person and that the defendant is not in the military service of the United States;

It further appearing that the amount shown by the statement is justly due and owing and that no part thereof has been paid.

WHEREFORE, it is hereby ordered, adjudged and decreed that the Plaintiff recover from the defendant the amount prayed for in the sum of \$1,000.00, with interest on the sum of \$1,000.00, at the rate of 6% per annum, from February 5, 1963, until paid, and the costs of this action.

Dated this 6 day of June 1966.

Free Daugherty
UNITED STATES DISTRICT JUDGE

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

THE AETNA CASUALTY AND SURETY)
 COMPANY, of Hartford, Connecticut,)
 a corporation, Plaintiff,)
)
 -vs-)
)
 DENNIS WAYNE WEESE, a minor,)
 et al., Defendants.)

FILED

JUN - 9 1966

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

No. 6122 ✓

JOURNAL ENTRY OF JUDGMENT ON JURY VERDICT

This October 11, 1965, this cause comes on for jury trial, plaintiff appearing by and through its counsel, Green & Feldman, Enterprise Building, Tulsa, Oklahoma, by W. E. Green, defendants Max McCall, guardian of Jimmy Shideler, a minor, Costello Means and Margaret Means by their attorneys, Sellers & Woodson, 300 East Lee, Sapulpa, Oklahoma, by Jack B. Sellers, and defendant ~~Erma Duff~~ and Terry Lynn Duff appearing in person pro se, whereupon defendants McCall and Means renewed their motion to strike the case from jury trial because the same was not at issue as to all of the defendants named, which motion was overruled and exception allowed, and, the parties appearing announced ready for trial and the Court called and empaneled a jury of twelve men and women which was sworn to try the cause and to render true and correct verdict and answer to interrogatory.

72

WHEREUPON, plaintiff presented its evidence, including the testimony of the defendants Duff, and rested, and thereafter defendants McCall and Means demurred to the evidence of plaintiff which demurrer was overruled and exception allowed.

WHEREUPON, defendants McCall and Means presented their evidence and rested, and plaintiff recalled Terry Lynn Duff as a rebuttal witness.

There being no surrebuttal evidence, and all parties having rested, the plaintiff moved the court to direct a verdict in favor of plaintiff, which motion was overruled and exception allowed, and thereafter counsel for

defendants McCall and Means renewed their demurrer and moved the court to direct a verdict for defendants, which demurrer and motion were overruled and exception allowed.

WHEREUPON, after arguments of counsel the Court instructed the jury as to the law applicable to the case and submitted to the jury a single interrogatory to be answered yes or no in substantially the following form:

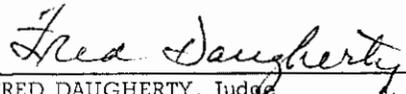
"Was Terry Lynn Duff a resident of the same household as Ermal Duff on February 21, 1960?"

and thereafter the jury retired to deliberate.

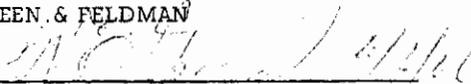
The jury returned to open court and in the presence of the parties and their counsel answered the interrogatory "yes" and their verdict in favor of defendants, which answer and verdict were polled of each and every juror who answered that the same was his answer and verdict, and, on the motion of counsel for plaintiff the court inquired of the jury if it was their finding that the policy of insurance which was the subject of this action applied to and covered Terry Lynn Duff insofar as the accident of February 21, 1960 was concerned, and the jury answered that such policy applied, whereupon, the Court excused the jury from further service in this cause.

NOW, THEREFORE, this October 11, 1965, upon the jury verdict returned as above set forth, it is the order, judgment, and decree of this court that defendants have and they are hereby granted judgment against plaintiff in this cause holding and adjudicating that the family automobile liability insurance policy of the plaintiff which is the subject of this action does apply to and cover the liability of Terry Lynn Duff, if any, for damages arising from automobile collision February 21, 1960 on State Highway 33 at or near the west edge of Cushing, Oklahoma from which claims of defendants arose.

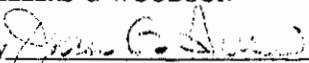
Approved as to form:


FRED DAUGHERTY, Judge
United States District Court

GREEN & FELDMAN

By 
Attorneys for Plaintiff

SELLERS & WOODSON

By 
Attorneys for Defendants McCall and

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

EMPLOYERS CASUALTY COMPANY,
a Corporation,

Plaintiff,

vs.

McCUNE HOMES, INC., a
Corporation,

Defendant.

CIVIL NO. 6230

FILED

JUN 10 1966

JUDGMENT

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

This action came on for trial before the Court and a jury, Honorable Luther Bohannon, United States District Judge, presiding, and the issues having been duly tried and the jury having duly rendered its verdict,

It is Ordered and Adjudged that the issues are found in favor of the defendant and against the plaintiff, and that the defendant, McCune Homes, Inc., a Corporation, recover of the plaintiff, Employers Casualty Company, a Corporation, its costs of action.

Dated at Tulsa, Oklahoma, this 10th day of June, 1966.

Luther Bohannon
United States District Judge

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

EAST COAST TRADING, INC.,
a corporation,

-vs-

DORSETT ELECTRONICS, INC.,
formerly DORSETT LABORATORIES, INC.,
a corporation,

Defendant.

NO. 0581- CIVIL

FILED

JUN 13 1966

DISMISSAL WITH PREJUDICE

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

THE COURT, upon the motion of the plaintiff, East Coast Trading, Inc., and
dismisses the above-captioned matter with prejudice and costs
of the plaintiff.

EAST COAST TRADING, INC.

By Glenn F. Richards
Glenn F. Richards
Crawford, Rivley & Richards
1414 East Second Street
Tulsa, Oklahoma

It is so ordered this _____ day of _____, 1966.

District Judge

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

United States of America,

Plaintiff,

vs.

George R. Mitchell,

Defendant.

Civil No. 6407

FILED

JUN 13 1966

NOTICE OF DISMISSAL

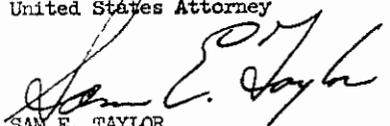
TO: Mr. George R. Mitchell
2411 Terwilliger Boulevard
Tulsa, Oklahoma

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

Please take notice that the above-styled action is hereby
dismissed.

UNITED STATES OF AMERICA

JOHN M. EMEL
United States Attorney


SAM E. TAYLOR
Assistant U. S. Attorney
Room 335, Federal Building
Tulsa, Oklahoma

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

United States of America,

Plaintiff,

vs.

Everett T. Bullard,

Defendant.

Civil No. 6408

FILED

JUN 13 1966

J U D G M E N T

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

On this 13th day of June 1966, the above-entitled action coming on for hearing, the plaintiff, by Sam E. Taylor, Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendant appearing not, the Court finds that defendant was duly served with summons herein more than 20 days prior to this date, and having failed to appear, or answer, is and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that defendant is indebted to plaintiff in the amount of \$726.35 with interest thereon at the rate of 6% per annum from December 7, 1965, after allowance of all just credits and set-offs.

The Court further finds that plaintiff has filed herein an affidavit that defendant is not in the military or naval service of the United States, and is not an infant, nor an incompetent, which is found to be true.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, Everett T. Bullard, for the sum of \$726.35 with interest thereon at the rate of 6% per annum from December 7, 1965, until paid, and for the costs of this action.

Allen E. Barrow
UNITED STATES DISTRICT JUDGE

APPROVED:

Sam E. Taylor
SAM E. TAYLOR
Assistant U. S. Attorney

United States District Court

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

JUN 17 1966

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

UNITED STATES OF AMERICA

v.

George W. Goad, Jr.

No.

6180 Civil

On this 14th day of June, 1966, came the attorney for the government and the defendant appeared in person, and with counsel; Robert Kelly.

It Is ADJUDGED that the defendant has been convicted upon his plea of
of the offense of Contempt of Court, in violation
of Title 18, § 402, as charged.

and the court having asked the defendant whether he has anything to say why judgment should not be pronounced, and no sufficient cause to the contrary being shown or appearing to the court,

It Is ADJUDGED that the defendant is guilty as charged and convicted.

It Is ADJUDGED that imposition of sentence is hereby suspended and the defendant is placed on probation for a period of Six (6) months.

It Is FURTHER ORDERED that during the period of probation the defendant shall conduct himself as a law-abiding, industrious citizen and observe such conditions of probation as the Court may prescribe. Otherwise the defendant may be brought before the court for a violation of the court's orders.

It Is FURTHER ORDERED that the clerk deliver three certified copies of this judgment and order to the probation officer of this court, one of which shall be delivered to the defendant by the probation officer.

Approved as to form:

Hugh V. Schaefer
Hugh V. Schaefer, Asst. U.S. Atty.

ALLEN E. BARRON
United States District Judge.

Clerk.

A True Copy. Certified this 14th day of JUNE, 1966, 19
(Signed) NOBLE C. HOOD Clerk. (By) [Signature] Deputy Clerk.

United States District Court

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 17 1966

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

UNITED STATES OF AMERICA

v.

George W. Goad

No. 6180 Civil

On this 14th day of June, 1966, came the attorney for the government and the defendant appeared in person, and with counsel; Robert Kelly.

It Is ADJUDGED that the defendant has been convicted upon his plea of ~~guilty~~ of the offense of Contempt of Court, in violation of Title 18, § 402, as charged.

~~as charged~~ and the court having asked the defendant whether he has anything to say why judgment should not be pronounced, and no sufficient cause to the contrary being shown or appearing to the court,

It Is ADJUDGED that the defendant is guilty as charged and convicted.

It Is ADJUDGED that imposition of sentence is hereby suspended and defendant is placed on probation for a period of Six (6) Months.

It Is FURTHER ORDERED that during the period of probation the defendant shall conduct himself as a law-abiding, industrious citizen and observe such conditions of probation as the Court may prescribe. Otherwise the defendant may be brought before the court for a violation of the court's orders.

It Is FURTHER ORDERED that the clerk deliver three certified copies of this judgment and order to the probation officer of this court, one of which shall be delivered to the defendant by the probation officer.

Approved as to form:

ALLEN E. BARROW

United States District Judge.

Hugh V. Schaefer

Hugh V. Schaefer, Asst. U.S. Atty.

Clerk.

A True Copy. Certified this 15th day of JUNE, 1966, 1966.

(Signed) NOBLE C. HOOD

Clerk.

(By)

Muriel Hamra

Deputy Clerk.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,
vs.
991.51 Acres of Land, More or Less,
Situate in Rogers and Nowata Counties,
Oklahoma, and Renard C. Andrews,
et al, and Unknown Owners,
Defendants.

Plaintiff,

Defendants.

Civil Action No. 4697

Tract Nos. D-467 &
D-467E

FILED

JUN 15 1966

J U D G M E N T

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

Now on this 14 day of June, 1966, this matter comes on for disposition on application of plaintiff, United States of America, for entry of judgment on a stipulation agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel for plaintiff, finds:

1. On May 29, 1959, the plaintiff filed in this action a Complaint and a Declaration of Taking, thereby taking title to certain estates in lands described therein as Tract Nos. D-467 and D-467E.
2. Defendant, M. A. McClelland, was a tenant on the subject tracts and at the time of taking had growing thereon certain grain crops.
3. By stipulation filed herein on July 21, 1959, the defendant, M. A. McClelland, and the plaintiff agreed that such defendant would be allowed to harvest his growing crops and that the plaintiff would compensate him for any damage done to such crops by timber and underbrush removal done for plaintiff.
4. Later, certain damage was in fact done to the said defendant's growing crops in the removal of timber and underbrush on the subject tracts by timber removal crews operating in behalf of the plaintiff.
5. The defendant, M. A. McClelland, and the plaintiff have executed and filed herein a stipulation as to just compensation, whereby they have agreed upon the sum of \$1,000.00, inclusive of interest, as the amount which should be paid to the defendant as just compensation for the above-described damage to his growing crops.
6. When the subject civil action was filed no money was deposited to cover the above-described damage to growing crops.

The Court concludes that the stipulation described in paragraph 5 above should be approved and that the plaintiff should deposit the agreed amount of compensation in the Registry of the Court for the benefit of the defendant.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT the stipulation as to just compensation, described in paragraph 5 above, hereby is approved and the sum of \$1,000.00, inclusive of interest, hereby is adopted as the award of just compensation for all damage done to defendant's growing crops, situated on the subject tracts, by the removal of timber and underbrush on behalf of plaintiff.

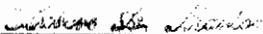
IT IS FURTHER ORDERED THAT the plaintiff shall deposit in the Registry of this Court the sum of \$1,000.00. Such payment shall be credited to the deposit for the subject tracts.

The Clerk of this Court then shall disburse from the deposit for the subject tracts the sum of \$1,000.00 to M. A. McClelland.

ALLEN E. BARKER

UNITED STATES DISTRICT JUDGE

APPROVED:



HUBERT A. MARLOW
Assistant U. S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

991.51 Acres of Land, More or Less,
Situate in Nowata & Rogers Counties,
Oklahoma, and Henard O. Andrews,
et al, and Unknown Owners,

Defendants.

CIVIL ACTION NO. 4697

Tracts Nos.: D-467 and

D-467E

FILED

JUN 15 1966

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

J U D G M E N T

1.

NOW, on this 14 day of JU, 1966, this matter comes on for disposition on application of plaintiff, United States of America, for entry of judgment on a stipulation agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel for plaintiff, finds:

2.

This judgment applies only to the estates condemned in the tracts enumerated in the caption above, as such estates and tracts are described in the Complaint and the Declaration of Taking filed in this action.

3.

The Court has jurisdiction of the parties and subject matter of this action.

4.

Service of Process has been perfected either personally or by publication notice, as provided by Rule 71A of Federal Rules of Civil Procedure, on all parties defendant in this cause who are interested in subject tracts.

5.

The Acts of Congress set out in paragraph 2 of the Complaint herein give the United States of America the right, power, and authority to condemn for public use the estates described in paragraph 2 herein. Pursuant thereto, on May 29, 1959, the United States of America filed its Declaration of Taking of such described property, and title to the described estates in such property should be vested in the United States of America as of the date of filing the Declaration of Taking.

6.

On filing of the Declaration of Taking, there was deposited in the Registry of this Court, as estimated compensation for the taking of certain estates in subject tracts, a certain sum of money, and all of this deposit of estimated compensation has been disbursed, as set out in paragraph 12 below.

7.

A. On the date of taking in this action, James T. Michel, was the owner of the estates taken in subject tracts, subject only to the following:

- (1) First mortgage owned by The Fourth National Bank of Tulsa, Tulsa, Oklahoma, in the principal sum of \$50,000.00, recorded in the land records of Rogers County, Oklahoma, in Book 319, page 629.
 - (2) Second mortgage owned by Robert L. Parmele, of Tulsa, Oklahoma, in the principal sum of \$7,500.00, recorded in the land records of Rogers County, Oklahoma, in Book 321, page 528.
 - (3) A coal mining lease owned by Peabody Coal Company, recorded in the land records of Rogers County in Book 331, page 322.
 - (4) Tenancy rights of Richard Taylor and M. A. McClelland.
- B. (1) The mortgages described under (1) and (2) of A, above, have been paid in full and releases of both mortgages have been filed of record. To accomplish this certain disbursements were made to these mortgagees from the deposit of estimated compensation for the subject tracts in this case. Such disbursements are shown in paragraph 12.
- (2) Both tenants named in A.(4), above, have filed disclaimers in this action and have no interest in the subject property or the award of just compensation.
 - (3) Certain mortgages owned by
The First National Bank of Broken Arrow, Oklahoma
Robert L. Cannon and Unice Cannon, and
Billy J. Ward,
with regard to the subject tracts, now are recorded in the land records of Rogers County, Oklahoma. The said land records also reflect a mineral deed, covering a portion of

the subject tracts, owned by The State Life Insurance Company.

Each of the three mortgages described above (in this paragraph B.(3)) were executed and recorded after the filing of the Declaration of Taking in this action. The mineral deed to State Life Insurance Company granted to said company only certain rights in the "oil, gas and other minerals", under the property described in the deed and the "oil, gas and other minerals" under the subject tracts are specifically reserved to the owners by the language of the Declaration of Taking filed in this case. Therefore, none of the persons or companies named above (in this paragraph B.(3)) had any interest whatsoever in the estates taken in the subject tracts as of the date of taking in this case, and are not entitled to share in the just compensation awarded by this judgment.

- C. (1) Peabody Coal Company and the United States of America have executed and filed herein, on January 25, 1963, a Stipulation For Exclusion of Property whereby all interest of said Peabody Coal Company in the estate taken in Tract No. D-467 was excluded from the taking and revested in such Company but subordinated to the rights of the United States to flood and submerge the land in connection with the Oologah Dam and Reservoir Project. Under said stipulation Peabody Coal Company had the right to mine the coal under said tract (subject to the terms of the stipulation) and did thereafter conduct certain mining operations thereon and did deposit in the Registry of this Court the total sum of \$3,762.26, representing the royalty payable on the coal so mined from Tract D-467, according to the terms of the coal mining lease and the stipulation described above. The said sum is still on deposit in the Registry of this Court.
- (2) By virtue of the Declaration of Taking Act, title to the estates taken in the subject tracts vested in the Plaintiff, United States of America, on the date of filing the Declaration of Taking, which in this case was May 29, 1959, and the Plaintiff has owned the same ever since that date. Therefore,

on the date the subject coal was mined from Tract D-467, title to the royalty interest therein was vested in the Plaintiff, United States of America, and the above-described royalty payment now on deposit in the Registry of the Court is owned by the Plaintiff and no other person has any interest therein.

- (3) By depositing the above-described sum of \$3,762.26 in the Registry of this Court, Peabody Coal Company has fully complied with its obligation in connection with Tract No. D-467, under its coal mining lease and the Stipulation For Exclusion of Property filed herein, and neither the Plaintiff nor any other person has any claim, or cause of action against said Peabody Coal Company for royalty payments on the coal mined, prior to filing this judgment, from said Tract No. D-467.
- (4) In consideration of the revestment of its mining rights as set forth in the above-described Stipulation For Exclusion of Property, Peabody Coal Company has disclaimed any right to damages, either past or future, to its coal mining rights caused by the use of the estates taken in the subject tracts in this civil action.

D. No persons other than those named above in paragraph 7-A, B and C have asserted any interest in the estates taken in the subject tracts and all other persons are wholly in default herein and have no interest in the subject property.

8.

The defendant, James T. Michel, and the United States of America have executed and filed herein a Stipulation As To Just Compensation wherein they have agreed that just compensation for all of such defendant's interest in the estates condemned in subject tracts is in the amount of \$82,000.00, inclusive of interest, as shown in paragraph 12 below, and such Stipulation should be approved.

9.

This judgment will create a deficiency between the amount deposited as estimated compensation for subject tracts and the amount fixed by the Stipulation As To Just Compensation, and the amount of such deficiency should be

deposited for the benefit of the owner. Such deficiency is set out in paragraph 12 below.

10.

It Is, Therefore, ORDERED, ADJUDGED, AND DECREED that the United States of America has the right, power, and authority to condemn for public use the tracts named in paragraph 2 herein, as such tracts are particularly described in the Complaint and Declaration of Taking filed herein; and such tracts, to the extent of the estates described in connection therewith in such Declaration of Taking, but as limited by the proviso which follows in this paragraph, are condemned and title thereto is vested in the United States of America, as of the date of filing such Declaration of Taking, and all defendants herein and all other persons interested in such estates are forever barred from asserting any claim thereto.

Provided: that the Stipulation For Exclusion of Property, executed by Peabody Coal Company and the United States of America and filed herein on January 25, 1963 is approved and is incorporated in this judgment by reference as though fully recited herein. The estate taken in Tract D-467, insofar as it applies to the interest of Peabody Coal Company or its assigns or successors in interest, is limited by the said Stipulation.

11.

It Is Further ORDERED, ADJUDGED AND DECREED THAT:

- A. On the date of taking herein the ownership of the estates taken in the subject tracts was as set forth in paragraph 7-A above.
- B. The mortgages held, on the date of taking, by The Fourth National Bank of Tulsa, Oklahoma and by Robert L. Parmele have been fully paid and released of record. The payments made to such mortgagees from the deposit of estimated compensation were proper, but such mortgagees have no further claim to the award of just compensation.
- C. Richard Taylor and M. A. McClelland have disclaimed any interest in the subject property and are not entitled to receive any of the award of just compensation for the estates taken in the subject tracts.
- D. On the date of taking, The First National Bank of Broken Arrow, Oklahoma, Robert L. Cannon, Unice Cannon, Billy J.

Ward and State Life Insurance Company owned no interest in the estates taken in the subject tracts and they are not entitled to receive any part of the award of just compensation for the estates taken in the subject tracts. They, likewise, do not have any interest in the sum deposited in the Registry of this Court as royalty payment for coal mined from Tract No. D-467.

- E. The Plaintiff, United States of America, is the owner of the \$3,762.26 heretofore deposited in the Registry of this Court as royalty payment for coal mined from Tract No. D-467, and no other person has any interest in such described sum of money. This sum, being now on deposit, will be applied toward payment of the balance of the award of just compensation for the subject taking, as indicated in paragraph 12.
- F. This judgment shall constitute a bar against any cause of action by the United States of America, or any other person against Peabody Coal Company, its assigns or successors in interest, for royalty payments on the coal mined, prior to filing this judgment, from Tract No. D-467.
- G. Peabody Coal Company is not entitled to receive any part of the award of just compensation for the estates taken in the subject tracts.
- H. James T. Michel is the person, and the only person, who is entitled to receive the balance of the award of just compensation for the estates taken in the subject tracts.

12.

It Is Further ORDERED, ADJUDGED, AND DECREED that the Stipulation As To Just Compensation, described in paragraph 8 above, hereby is confirmed; and the sum therein fixed is adopted as the award of just compensation for the estates condemned in subject tracts, as follows:

TRACTS NOS. D-467 AND D-467E

Owners:

James T. Michel

Subject to:

1. First mortgage owned by The Fourth National Bank of Tulsa, Oklahoma
2. Second mortgage owned by Robert L. Parmele
3. Coal mining lease owned by Peabody Coal Company
4. Tenancy rights of Richard Taylor and M. A. McClelland.

Award of just compensation pursuant to stipulation and disclaimers - - - - -

\$82,000.00 \$82,000.00

Deposited:

As estimated compensation - - - - \$57,950.00

As coal royalty - - - - 3,762.26

Total - - - - - \$61,712.26

Disbursed:

To first mortgagee - - - \$53,449.92

To second mortgagee - - - 4,500.08

Total disbursed - - - - - \$57,950.00

Balance due to James T. Michel - - - - - \$24,050.00

Deposit deficiency - - - - - \$20,287.74

13.

It Is Further ORDERED, ADJUDGED, AND DECREED that the United States of America shall deposit in the Registry of this Court, in this civil action, to the credit of the subject tracts, the deficiency sum of \$20,287.74, and the Clerk of this Court then shall disburse from the deposit for the subject tracts, to James T. Michel the sum of \$24,050.00.

ALLEN E. BARROW

UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow

HUBERT A. MARLOW
Assistant United States Attorney

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

DRESSER INDUSTRIES, INC., et al.,)
)
 Plaintiffs,)
)
 vs.)
)
 McCULLOUGH TOOL COMPANY,)
)
 Defendant.)

Civil Action No. 4271

FILED

JUN 15 1966

INJUNCTION

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

WHEREAS judgment has heretofore been entered in the above-entitled case, adjudging that United States Letters Patent No. 2,554,844 was duly and legally issued to Plaintiff, Well Surveys, Incorporated, and is good and valid in law, and that Defendant, McCullough Tool Company, has infringed said Patent No. 2,554,844 by the manufacture, use and sale of apparatus for simultaneously making radioactivity measurements and locating the casing collars in a cased well; and

WHEREAS, Plaintiff, Dresser Industries, Inc., is now the owner of said Patent No. 2,554,844 as the result of the assignment thereof by Plaintiff, Well Surveys, Incorporated:

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

Said Defendant, McCullough Tool Company, its officers, agents, servants, employees and attorneys, and those in active concert or participation with them or any of them, be and they are hereby enjoined and restrained, until the expiration of said patent, from directly or indirectly manufacturing, using or selling, or inducing, or causing to be manufactured, used or sold, apparatus for

simultaneously making radioactivity measurements and locating the casing collars in a cased well as exemplified by W.S.I. Exhibit 10, page 5-A.

Dated at Tulsa, Oklahoma, this 15th day of June, 1966.

E. Allen E. Barrow

Judge, United States District Court
Northern District of Oklahoma

Approved As to Form:

Robert W. Fulwider

One of Dresser Industries, Inc.'s Attorneys

S. Milton B. Wharm

One of McCullough Tool Company's Attorneys

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

BANK OF QUAPAW, OKLAHOMA,)	
)	
Plaintiff,)	
)	
vs.)	NO. 6 4 3 7
)	
JESSE JAMES ROBERTS, JR.,)	
)	
Defendant.))	

FILED
 JUN 15 1966
 NOBLE C. HOOD
 Clerk, U. S. District Court

J U D G M E N T

NOW on this 15th day of June, 1966, upon Application For Entry of Judgment and costs filed by Bank of Quapaw, plaintiff herein; and as Entry of Default has been heretofore made against Jesse James Roberts, Jr. for the amount prayed in plaintiffs Complaint; and it being sufficiently shown by plaintiff that the claim against this defendant is for an amount made certain by computation; and it further being made to appear that defendant is not an infant or incompetent person, it is found that Judgment should be and hereby is entered against defendant and in favor of plaintiff by virtue of Rule 55 (b) (1) of the Federal Rules of Civil Procedure.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Bank of Quapaw have and recover Judgment against Jesse James Roberts, Jr. in the principal sum of THIRTY-FOUR THOUSAND TWO HUNDRED NINETY-SIX AND NO/100 (\$34,296.00) dollars together with all costs of this action, all for which let execution issue.

Noble C. Hood

 NOBLE C. HOOD, Clerk of the District Court of the United States for the Northern District of Oklahoma
M. M. Ewing

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

THE AETNA CASUALTY AND SURETY)
COMPANY, of Hartford, Connecticut,)
a corporation,)

Plaintiff,)

vs.)

COSTELLO MEANS; MARGARET MEANS;)
JIMMY SCHIDELER, a minor, by and)
through his duly appointed Guardian,)
MAX McCALL; TERRY LYNN DUFF,)

Defendants.)

No. 6122 Civil

FILED

JUN 16 1966

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

ORDER

The Court submitted this case to the jury on a single interrogatory with the verdict based thereon. The interrogatory was: "Was Terry Lynn Duff a resident of the same household as Ermal Duff on February 21, 1960?" The answer of the jury was yes.

At the close of the evidence the plaintiff moved for a directed verdict. This motion was denied. After judgment was entered based on the foregoing interrogatory, answer and verdict the plaintiff has filed a Motion for Judgment Notwithstanding the Verdict and a Motion for New Trial. These motions are now under consideration. They have been briefed and oral arguments have been heard by the Court.

The plaintiff had issued a policy of automobile insurance to Ermal Duff, the father of Terry Lynn Duff. The policy provided coverage for the insured Ermal Duff and relatives of the insured, a relative being defined in the policy as one who is a resident of the same household as the insured. During the term of the policy Terry Lynn Duff, son of Ermal Duff the insured, had an accident while driving a passenger automobile. If at the time

of this accident he was a resident of the same household as his father the policy covered the accident. If not, the policy afforded no coverage for the accident.

By its answer the jury found, under the evidence, that Terry Lynn Duff at the time of the accident was a resident of the household of his father Ermal Duff.

To grant the Motion for Judgment Notwithstanding the Verdict the Court must find and conclude that the plaintiff is entitled, under the evidence herein, to a judgment as a matter of law and that the interrogatory should not have been submitted to the jury. To grant the Motion for New Trial the Court must find and conclude that some prejudicial error occurred during the trial. Atchison T. & S. F. Ry. Company v. Hicks, 258 P.2d 672; Public Service Company of Oklahoma v. Sanders, 362 P.2d 90.

The plaintiff raises three objections in its motions or briefs supporting the same. One is that counsel for the defendants made a prejudicial argument to the jury. The plaintiff has not set out this argument in its motions or briefs but the defendants have in one of their briefs.^{1/} The plaintiff cites no authority in

^{1/} The alleged prejudicial argument has been brought to the Court's attention only by the following statement contained in the first brief of the defendants:

"In its brief, plaintiff makes brief reference to alleged improper argument on the part of counsel for defendants. To this time, defendants have not been informed as to the particulars of such objection, or the portions of such argument which plaintiff contends are prejudicial. In order to avoid the necessity of presenting subsequent brief on this point, however, defendants have obtained a transcript of the complete arguments, of counsel and have examined the same in light of the complaint of plaintiff. Plaintiff asserts the argument of counsel for defendants was improper in that it referred to;

'.... the death and horrible injuries received in the accident complained of; and that the trial of this law suit was the last opportunity for these defendants to be compensated for their injuries.'

support of its contention in this regard. Objections were made to the alleged prejudicial argument of counsel for the defendants by counsel for the plaintiff. These objections were sustained by the Court. Plaintiff's counsel asked nothing further at the trial. The Court feels that no prejudice resulted to the plaintiff and this Complaint of plaintiff is without merit. Another objection raised by the plaintiff in its second brief filed herein is to the effect that since the insurance contract involved contained

1/ (Continued)

Examination of the transcript of the argument of defendant's counsel discloses only the following portion thereof had any relationship whatever to the complaint now made by counsel for plaintiff:

'(Mr. Sellers) Now, ladies and gentlemen of the jury, your're the sole judges of the facts in this case and I want to tell you something. I have had the burden of representing these people for five years, after injuries sustained in an accident which --

Mr. Green: Mr. Duff was driving the other car and I say to you -- I hate to butt in so much on this, but Your Honor knows that is entirely and Jack knows that is entirely out of the record. It doesn't make any difference about that situation.

The Court: Well, I agree, I have so instructed the jury. Stay with the issues in this case. Terry Lynn Duff was a resident of the household of Ermal Duff. (Tr. page 11-12)

.....

(Mr. Sellers) I want to remind you this. Jimmy Shideler can't come back here when he is thirty years or forty years old or sixty years old and say to you that you made a mistake under the evidence.

Mr. Green: If Your Honor, please, that is not a proper argument in this case.

The Court: Yes, I agree it doesn't have anything to do with the decision. Now, we are only concerned with the residence of Terry Lynn Duff at the time of the accident. Whether or not he was a member of the household of his father. Now, let's proceed.' (Tr. page 12)"

a provision that: "There is no male operator of the automobile under 25 years of age resident in the Named Insured's household or employed as a chauffeur of the automobile.", that, as a matter of law, the son, Terry Lynn Duff, and his accident were excluded from coverage under said policy by virtue of this provision. It is the undisputed evidence herein that such provision has only to do with the premium rate applied and charged and if in error there is a surcharge made against the insured. This provision is contained in the policy in a portion headed "Rating Information". It is not contained in the section headed "Exclusions" nor in an endorsement to the policy. The plaintiff cites no case in support of its contention regarding this provision and its effect. The burden is on an insurer to make an exclusion clearly known. Government Employees Insurance Co. v. Ziarno, (2 Cir.-1960), 273 F.2d 645. While this provision is a circumstance to be submitted to and be considered by the jury, as it was, it is not believed that such provision conclusively controls and determines this litigation. In the absence of any evidence or law presented to this effect by the plaintiff the Court finds no merit in this complaint.

Regarding the principal contention and argument of the plaintiff, namely, that the Court should have refused to submit the case to the jury but instead should have ruled as a matter of law that the policy of insurance involved afforded no coverage to Terry Lynn Duff and his accident of February 21, 1960, it is appropriate that the evidence of the case pertinent to this point be outlined and reviewed.

The evidence favoring the position of the plaintiff was to the effect that:

1. Terry Lynn Duff was married at the time of the accident.

2. He and his wife lived in a rented partially furnished apartment at Oklahoma State University, Stillwater, Oklahoma.

3. During the summer prior to the accident Terry Lynn Duff had worked in Oklahoma City and lived with his wife in her parents' home in that City.

4. After the accident Terry Lynn Duff and wife rented an apartment at Kansas University, Lawrence, Kansas.

5. Terry Lynn Duff owned a car of his own at the time of the accident.

6. Terry Lynn Duff had a policy of insurance on his own car.

7. The policy involved herein contained a provision that there was no male operator under 25 years of age in the named insured's household.

8. Terry Lynn Duff had not been to the home of his father, the insured, since his marriage except for brief visits.

9. Terry Lynn Duff paid the utility bills at his apartment.

10. Both the insured Ermal Duff and Terry Lynn Duff, his son, testified that Terry Lynn Duff was not a resident of the household of Ermal Duff at the time of the accident.

The evidence favoring the position of the defendants was to the effect that:

1. Terry Lynn Duff was a minor.

2. Terry Lynn Duff was a student in school at the time of the accident.

3. When working in Oklahoma City the summer prior to the accident Terry Lynn Duff stated on his withholding certificate (Form W-4) that his "home address" was that of the named insured.

4. When enrolling at Oklahoma State University Terry Lynn Duff gave his "home town" as Cushing, Oklahoma (home town of his

father, the named insured).

5. When applying for admission at the University of Kansas and on all records at that institution Terry Lynn Duff gave his "home address" as that of the named insured.

6. The Driver's License of Terry Lynn Duff showed his address to be that of the named insured.

7. The wife of Terry Lynn Duff on August 19, 1959, in registering a vehicle she purchased gave her address as that of the named insured.

8. In all the Selective Service and Military records pertaining to Terry Lynn Duff he showed his "home address", "place of residence", "mailing address", and "home of record" as the residence of the named insured (some of these records were dated before and some after the date of the accident).

9. Terry Lynn Duff had a room in his father's home which was always available to him.

10. Terry Lynn Duff kept clothes in the closet of his room in his father's home.

11. Terry Lynn Duff testified that his apartments at Stillwater, Oklahoma and Lawrence, Kansas were only temporary places of abode.

12. The named insured and father of Terry Lynn Duff supported him by giving him \$150.00 per month.

13. Terry Lynn Duff paid non-resident tuition at Kansas University.

14. In traffic citations and reports Terry Lynn Duff gave his address as the home of the named insured.

15. The accident involved occurred in the town of the residence of the named insured.

The Court feels under this evidence that the question of whether or not Terry Lynn Duff was a resident of the same household as the named insured at the time of the accident herein was a question of fact for jury determination. Couch on Insurance 2d, Volume 12, Section 45:276, 1965 Cum. Supp. page 22; Travelers Indemnity Co. v. Mattox, (Tex. Civ. App.), 345 S.W.2d 290; Wolverine Ins. Co. v. Eldridge, (C.A. 7th Ill.), 326 F.2d 748; American Service Mut. Ins. Co. v. Pugh, (C.A. 8th Mo.-1959), 271 F.2d 174.

The plaintiff strongly urges that the fact that Terry Lynn Duff was married at the time of the accident should be controlling and prevent coverage herein. However, plaintiff cites no cases which say that this circumstance is controlling and conclusive in this case. The defendants cite cases and authority to the effect that it is not controlling and conclusive. Johnson v. State Farm Mutual Ins. Co., (C.A. 8th), 252 F.2d 158; American Mut. Ins. Co. v. Pugh, supra; 27 Am.Jur., Infants, Section 5, page 749.

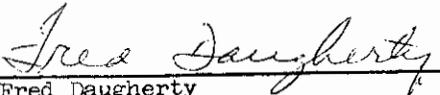
That such circumstance of marriage cannot be conclusive and controlling should be apparent as a practical matter to anyone who has had a married son living at home or to anyone who has married and continued to live at home with his parents. Had the plaintiff wanted the fact of marriage of a relative or child to have been conclusive it could have written the same into the policy. This not being done, the rule should be applied that in a situation of this kind the policy is construed against the insurance company and in favor of coverage. Cal-Farm Insurance Co. v. Boisseranc, (Cal. App.-1957), 312 P.2d 401.

It is well recognized that a son will continue to be a resident of the household of his parents even though he is absent from the household and is living in a separate structure. Cases

involving such absence due to military service or away at school are legion. American Service Mut. Ins. Co. v. Pugh, supra; Raymond v. Century Indemn. Co., 59 N.W.2d 459; Appleton v. Merchants Mut. Ins. Co., 228 N.Y.S.2d 442.

The motions of plaintiff are overruled. The interrogatory as answered by the jury and its verdict based thereon should not be disturbed by the Court.

Dated this 16 day of June, 1966.


Fred Daugherty
United States District Judge

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

NILA SANTILLANA)

Plaintiff)

vs.)

No. 6331

ALLIED SUPERMARKETS, INC.,)

a corporation, d/b/a)

Humpty Dumpty Supermarkets)

Defendant)

FILED

JUN 16 1966

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

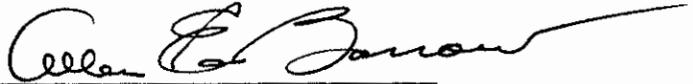
ORDER

Upon due consideration, the Court finds that the verdict returned by the jury in this case is improper as a matter of law, and, upon agreement of counsel,

IT IS HEREBY ORDERED that the verdict entered by the jury on May 17, 1966, in the above styled case is corrected and amended to read as follows:

"We, the Jury, find for the plaintiff and assess her damages in the sum of \$8,500.00.

DATED this 16th day of June, 1966.



Allen E. Zarrow
United States District Judge

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

CHARLES W. HEFFELMAN,

Plaintiff,

vs.

STEWART L. UDALL, Secretary
of the Department of the
Interior of the United States,

Defendant.

No. 6402 Civil

FILED

JUN 16 1966

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

ORDER

The court, having carefully considered the file in this case, and the briefs of the parties, has come to the conclusion that the Court does not have jurisdiction.

IT IS THEREFORE ORDERED that this cause be, and the same is hereby dismissed.

DATED this 16th day of June, 1966.

(5) Arthur Bohner
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,
Plaintiff,
vs.
Alphonzo Williams, et al.
Defendants.

CIVIL NO. 6008

FILED

JUN 20 1966

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

DEFAULT JUDGMENT BY THE CLERK

This cause came on to be heard on motion of the plaintiff for default judgment for the relief demanded in the complaint, and it appearing ^{Alphonzo Williams} the complaint and summons in this action were served on the defendant on August 10, 1964, as appears from the Marshal's return of service of said summons; that the time within which the defendant ^{Alphonzo Williams} may answer or otherwise move as to the complaint has expired; that the defendant ^{Alphonzo Williams} has not answered or otherwise moved and that the time for defendant ^{Alphonzo Williams} to answer or otherwise move has not been extended.

It further appearing, as evidenced by the affidavit of the plaintiff, that the defendant ^{Alphonzo Williams} is neither an infant nor incompetent person, and that the defendant ^{Alphonzo Williams} is not in the military service of the United States.

It further appearing plaintiff's claim against the defendant ^{Alphonzo Williams} is for a sum certain which can by computation be made certain.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff ^{Alphonzo Williams} recover of the defendant the amount prayed for in the sum of \$ 1,060,271.26 with interest on the sum of \$ 900,304.97 at the rate of 6 % per annum from June 20 19 66, until paid, and the costs of this action.

Dated this 20th day of June, 19 66.

NOBLE C. HOOD
Clerk, United States District
Court for the Northern District of
Oklahoma

By _____
Deputy

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

SKELLY OIL COMPANY,)
)
 Plaintiff)
)
 v.)
)
 UNITED STATES OF AMERICA,)
)
 Defendant)

CIVIL ACTION NO. 6181

FILED

JUN 21 1966

JUDGMENT

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

This cause came before this Court for consideration and decision on a Joint Stipulation of Facts and Briefs filed by the parties herein, and, upon consideration of the same, this Court entered its Findings of Fact, Conclusions of Law and Decision herein on June 2, 1966. In accordance with the Findings of Fact, Conclusions of Law and Decision of this Court, it is hereby

ORDERED, ADJUDGED and DECREED that, in accordance with the parties' Joint Stipulation of Facts, the plaintiff have and recover of and from the defendant the amount of \$20,932.64, together with interest thereon according to law; it is further

ORDERED, ADJUDGED and DECREED that the complaint and action herein be dismissed with prejudice insofar as any recovery greater than that above-cited is claimed.

ENTERED this 21 day of June, 1966, at Tulsa, Oklahoma.

Ira Daugherty
UNITED STATES DISTRICT JUDGE

APPROVED:

Robert J. Casey
ROBERT J. CASEY
Counsel for Plaintiff
John O. Jones
JOHN O. JONES
Tax Division
Department of Justice
Fort Worth, Texas
Counsel for Defendant

FILED

APR 30 1970

M. M. EWING, CLERK
U. S. DISTRICT COURT

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

BARNEY B. BROWN,

Plaintiff,

vs

REN-MAR DRILLING COMPANY, INC.,
AN OKLAHOMA CORPORATION,

Defendant.

CIVIL ACTION NO. 6350

FILED

JUN 21 1966

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

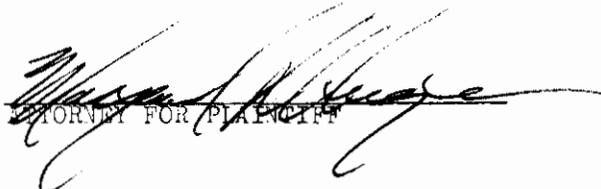
DISMISSAL WITH PREJUDICE

The plaintiff, Barney B. Brown, pursuant to stipulation of dismissal signed by all parties who have appeared in this action, and pursuant to Rule 41 (a), dismisses with prejudice the above styled and numbered cause, at plaintiff's cost and as grounds therefore respectfully shows:

That all matters in controversy in this suit between plaintiff and defendant have been fully settled and compromised by agreement, and that there is no further occasion for the prosecution of this suit.


ATTORNEY FOR PLAINTIFF

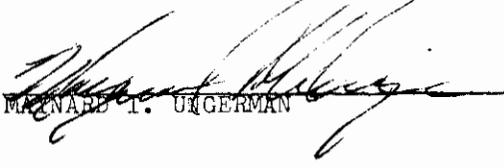
It is stipulated by and between the parties, by their respective attorneys, that the above captioned case be, and the same hereby is dismissed with prejudice.


ATTORNEY FOR PLAINTIFF


ATTORNEY FOR DEFENDANT

CERTIFICATE OF MAILING

I, Maynard I. Ungerman, certify that on the 16 day of June, 1966, I did cause to be mailed to William D. Lunn, 802 Barnes Building, Muskogee, Oklahoma, a full, true and correct copy of the above and foregoing with proper postage thereon prepaid.


MAYNARD I. UNGERMAN

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

FILED

JUN 22 1966

BILL H. MASSEY and PHYLLIS M.)
MASSEY and FIREMAN'S FUND)
INSURANCE COMPANY,)
)
Complainants,)
)
vs.)
)
ATLANTIC INSURANCE COMPANY,)
)
Defendant.)

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

CIVIL NO. 6252 ✓

ORDER SUSTAINING MOTION FOR
SUMMARY JUDGMENT ON QUESTION OF LIABILITY

The above entitled cause came before the Court on the 13th day of June, 1966, on plaintiff's Motion for Summary Judgment pursuant to Rule 56 (c) of the Rules of Civil Procedure, and the Court being fully advised, finds:

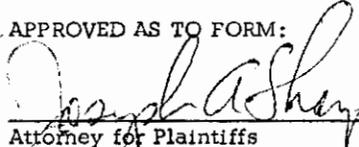
1. That the defendant, Atlantic Insurance Company, issued a binding insurance contract to Bill H. Massey and Phyllis M. Massey insuring the dwelling located on Lot 37, Block 7, KEYSTONE WEST LAKE ESTATES, Unit, situated in Section 9, Township 20 North, Range 9 East, Pawnee County, State of Oklahoma, against fire and other perils, same being Atlantic Insurance Company Policy #H 23-73765.
2. That at the time said policy was issued Bill H. Massey and Phyllis M. Massey were the owners of the above described real estate and therefore had an insurable interest in said property.
3. That the property was severely damaged by an explosion and fire which was covered by the terms of the Atlantic policy.

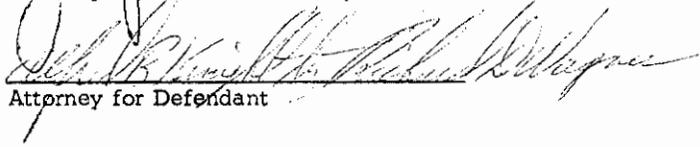
4. That after the fire loss had occurred the rights to the proceeds under the Atlantic policy became a mere chose in action which the Masseys could and did assign to Fireman's Fund. That the assignment so made was valid and there was consideration therefor.
5. That the policy of insurance issued by the Fireman's Fund by its terms was excess insurance where there was other insurance covering said loss.
6. That the formal filing of a proof of loss by the Masseys was waived by the denial of liability on other grounds by Atlantic Insurance Company.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that complainants' Motion for Summary Judgment be and the same is hereby sustained, that the Atlantic Insurance Company is determined to have primary responsibility for the loss sustained by the explosion and fire of October 17, 1964, and that said cause shall be set for the taking of evidence as to the question of damages by appropriate Order of the Court.


Judge

APPROVED AS TO FORM:


Attorney for Plaintiffs


Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FLOYD P. MORGAN,

Plaintiff,

vs.

JOHN GARDNER, SECRETARY OF
HEALTH, EDUCATION, AND WELFARE,

Defendant:

✓
Civil No. 6256

FILED

JUN 22 1966

J U D G M E N T NOBLE C. HOOD

Clerk, U. S. District Court

The above entitled matter having come on before the Court for disposition on the 2nd day of June, 1966, and the matter having been argued and submitted to the Court upon record, and the Court having filed its written opinion herein, and the Court being fully advised in the premises;

IT IS ORDERED THAT the decision of the Secretary of Health, Education, and Welfare be and it is hereby affirmed, and the plaintiff's complaint be and it is hereby dismissed. To all of which Plaintiff Excepts.

Entered this 2nd day of June, 1966.

Nora Dougherty
UNITED STATES DISTRICT JUDGE

APPROVED:

A. H. Rupp
Attorney for the Plaintiff

Lawrence A. McSoid
LAWRENCE A. MCSOID
Assistant U. S. Attorney
Attorney for the Defendant

kcm

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

JANICE MOORE,

Plaintiff,

vs.

NO. 6384

REX TRUCK LINE, INC., a Kansas
Corporation, STATE AUTOMOBILE
AND CASUALTY UNDERWRITERS, a
IOWA Association, and ANDREW
PAUL COWAN,

Defendants.

FILED

JUN 22 1966

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

STIPULATION FOR DISMISSAL

COME now the plaintiff 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 plaintiff and the defendants, pray that the Court dismiss the above-captioned cause, with prejudice,

WALKER & GILDER,

By K. Bill Walker
K. Bill Walker,

Attorneys for the Plaintiff,

ALFRED B. KNIGHT,

Alfred B. Knight
Attorneys for the Defendants.

ORDER

NOW, on this 27 day of June, 1966, the above-captioned cause, by Order of the Court, is dismissed with prejudice, on stipulation of the parties hereto.

(s) Luther Bohannon
UNITED STATES DISTRICT JUDGE

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

HERBERT M. MOORE,

Plaintiff,

vs.

REX TRUCK LINE, INC., a Kansas
Corporation, STATE AUTOMOBILE
AND CASUALTY UNDERWRITERS, a
Iowa Association, and ANDREW
PAUL COWAN,

Defendants.

NO. 6 4 1 5

FILED

JUN 21 1966

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

STIPULATION FOR DISMISSAL

COME now the plaintiff 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 plaintiff and the defendants, pray that the Court dismiss the above-captioned cause, with prejudice.

WALKER & GILDER,

By K. Bill Walker
K. Bill Walker,

Attorneys for the Plaintiff,

ALFRED B. KNIGHT,

Alfred B. Knight

Attorney for the Defendants.

ORDER

NOW, on this 21 day of June, 1966, the above-captioned cause, by Order of the Court, is dismissed with prejudice, on stipulation of the parties hereto.

(5) Arthur Bohannon
UNITED STATES DISTRICT JUDGE

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

DOYLE B. NANTZ,

Plaintiff,

vs.

NO. 6416

REX TRUCK LINE, INC., a Kansas
Corporation, STATE AUTOMOBILE
AND CASUALTY UNDERWRITERS, a
Iowa Association, and ANDREW
PAUL COWAN,

Defendants.

FILED

JUN 7 1966

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

STIPULATION FOR DISMISSAL

COME now the plaintiff 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 plaintiff and the defendants, pray that the Court dismiss the above-captioned cause, with prejudice.

WALKER & GILDER,

By K. Bill Walker
K. Bill Walker,

Attorneys for the Plaintiff,

ALFRED B. KNIGHT,

Alfred B. Knight
Attorney for the Defendants.

ORDER

NOW, on this 22 day of June, 1966, the above-captioned cause, by Order of the Court, is dismissed with prejudice, on stipulation of the parties hereto.

Luther Bohannon
UNITED STATES DISTRICT JUDGE

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

UNITED STATES OF AMERICA,

Libellant,

vs.

Civil No. 2439

An Article of Drug consisting of 50 Cartons
of 10 Packages each, Article labelled in part
(Pkg.) "Life Guard Lozenges The Heart of
Whole Tobacco Not a Dip Not a Chew Not a
Smoke a New Form of Tobacco, etc.,

Respondent.

FILED

JUN 22 1966

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

ORDER

NOW on this 22nd day of June 1966, upon Motion of the United States of America, Libellant herein, the Court finds that on May 17, 1966, an Order for Monition and Monition were filed in the case herein, that the Monition directed the United States Marshal to sieze said articles, to-wit:

Life-guard Lozenges from the Custody of the McRoberts-Lane Drug Company, 1125 South Detroit, Tulsa, Oklahoma.

IT FURTHER appearing, as evidenced by the Marshal's Return, that no lozenges were found in the possession of said Company and for further good cause shown it is therefore Ordered that this action be and is hereby dismissed.

Allen E. Barron
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JUN 23 1966

United States of America,)	
)	NOBLE C. HOOD
Plaintiff,)	Civil No. 4854 Clerk, U. S. District Court
vs.)	
)	Tract No. D-427
600.49 Acres of Land, More or Less,)	
Situate in Tulsa, Creek, and Pawnee)	
Counties, Oklahoma, and Clifford Ward,)	
et al., and Unknown Owners,)	
Defendants.)	

J U D G M E N T

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 tract.

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 tract; 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 Court finds upon the evidence presented that the below-listed defendants were the sole owners of the above-captioned tract on the date of taking, and are entitled to receive the award therefor.

4. The Court finds the amount of \$20,203.22, 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 \$19,936.00 was deposited into the Registry of this Court as estimated just compensation for said tract upon the filing of the Declaration of Taking herein.

5. The Report of Commissioners, filed herein on the 22nd day of September, 1965, and the Amended Report of Commissioners, filed herein on the 25th day of October, 1965, are hereby accepted and adopted as a finding of fact as to the interests of A. H. Thomas and William E. and Opal F. Powers

in the lessor estate. The amount of just compensation for the lessor interest is the sum of \$3,977.00 to be divided as follows:

A. H. Thomas \$ 994.25 (1/4 lessor interest)
William E. & Opal F. Powers. . 1,988.50 (1/2 lessor interest)

(The remaining 1/4 lessor interest had been previously stipulated as to just compensation and was not affected by the Commissioners' Report.)

6. The Court finds that plaintiff and Hathaway Brothers, Thomas J. McCullough, Edith M. Hayden, Cora B. McKee, Garrett Logan, Villard Martin, Villard Martin, Trustee for Katharyn Cornell Maxey and Cora B. McKee, defendants herein, have by the stipulations agreed that the just compensation to be paid by the plaintiff for the taking of their interests in the above tract is the sum of \$17,220.47, inclusive of interest.

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 tract is described therein, is hereby confirmed;

(b) The just compensation to be paid by the plaintiff for the taking of the above tract is the sum of \$20,203.22, inclusive of interest, of which amount the following sums have heretofore been disbursed:

Hathaway Brothers \$13,165.25
Thomas J. McCullough. 1,880.75
Edith M. Hayden 935.25
A. H. Thomas 994.25
William E. and Opal F. Powers 1,988.50
Cora B. McKee 972.00

(c) The plaintiff shall forthwith deposit into the Registry of this Court the deficiency in the amount of \$267.22, without interest.

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:

Edith M. Hayden \$ 150.22
Cora A. McKee 5.85
Villard Martin. 23.40
Villard Martin, Trustee for
Katharyn Cornell Maxey. 87.75

Entered JUN 23 1966

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Robert P. Santee

ROBERT P. SANTEE
Assistant U. S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,
Plaintiff,
vs.
771.88 Acres of Land, More or Less,
Situate in Pawnee and Creek Counties,
Oklahoma, and Helen W. Kenyon, et al.,
and Unknown Owners,
Defendants.

Civil No. 4882

Tracts Nos. D-441
D-441E

FILED

JUN 23 1966

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

J U D G M E N T

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.

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 Court finds upon the evidence presented that the below-listed defendants were the sole owners of the above-captioned tracts on the date of taking, and are entitled to receive the award therefor.

4. The Court finds the amount of \$5,253.17, inclusive of interest, is just compensation for the taking of the estates by the plaintiff in the above tracts, as such estates and said tracts are described and set forth in the Complaint and Declaration of Taking heretofore filed in this cause. The sum of \$4,465.00 was deposited into the Registry of this Court as estimated just compensation for said tracts upon the filing of the Declaration of Taking herein.

5. The Report of Commissioners filed herein on the 22nd day of September, 1965, and the Amended Report of Commissioners filed herein on the 25th day of October, 1965, are hereby accepted and adopted as a finding of fact as to all interests in the lessor estate except that of

T. A. and Grace Langan and Juanita Coonrod Hinton and Cornelia Coonrod Holmes, individually and as Administratrices of Jessa Coonrod Estate, and to all interests in the lessee estate except that of Hathaway Brothers and Thomas F. McCullough. The amount of just compensation for the lessor interest is the sum of \$1,486.00 to be divided as follows:

J. Marshall Hamill, Martha A Smith and A. W. Hamill, Jr., Trustees of Will of A. W. Hamill, deceased	\$278.62	(36/192 lessor interest)		
J. R. Wright	61.92	(8/192	"	")
Howard J. Whitehall.	23.22	(3/192	"	")
Phyllis W. Minister.	23.22	(3/192	"	")
Juliann W. Funke	23.22	(3/192	"	")
Hathaway Brothers.	23.22	(3/192	"	")

(The remaining 136/192 lessor interest had been previously stipulated as to just compensation and was not affected by the Commissioners' Report.)

The amount of just compensation for the lessee interest is the sum of \$2,979.00 to be divided as follows:

W. T. Moore	\$744.75	(1/4 lessee interest)
-----------------------	----------	-----------------------

(The remaining 3/4 lessee interest was specifically excepted from the Commissioners' Report by the Amended Commissioners' Report filed herein on October 25, 1965.)

6. The Court finds that plaintiff and T. A. and Grace Langan, Juanita Coonrod Hinton and Cornelia Coonrod Holmes, individually and as Administratrices of Jessa Coonrod Estate, Hathaway Brothers and Thomas F. McCullough, defendants herein, have by the stipulation agreed that the just compensation to be paid by the plaintiff for the taking of their interests in the above tracts is the sum of \$4,075.00, inclusive of interest.

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 \$5,253.17, inclusive of interest, of which amount the following sums have heretofore been disbursed:

Hathaway Brothers	\$1,489.50
Thomas F. McCullough.	744.75
W. T. Moore	744.75

(c) The plaintiff shall forthwith deposit into the Registry of this Court the deficiency in the amount of \$788.17, without interest. 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:

T. A. & Grace Langan	\$760.00
Juanita Coonrod Hinton & Cornelia Coonrod Holmes, Individually and as Administratrices of Jessa Coonrod estate	675.00
J. R. Wright	61.92
Howard J. Whitehill.	23.22
Phyllis W. Minister.	23.22
Juliann W. Funke	23.22
Helen W. Kenyon.	23.22
Hathaway Brothers.	304.31
W. T. Moore	101.44

(d) The Clerk of the Court is hereby authorized and directed to retain the amount set out below for these tracts for a period of five years from the date of this judgment, unless said deposit is properly claimed by the defendant owner set forth below, and in event said deposit is not claimed, the Court Clerk is directed, without further order of this Court, to return said deposit, five years from this date, into the United States Treasury:

J. Marshall Hamill, Martha A. Smith and A. W. Hamill, Jr., Trustees of Will of A. W. Hamill, deceased	\$278.62
---	----------

Entered JUN 23 1966`

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Robert P. Santee

ROBERT P. SANTEE
Assistant U. S. Attorney

ajs

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Virgil D. Evans,

Defendant.

CIVIL NO. 6440

FILED
JUN 20 1966

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

DEFAULT JUDGMENT BY THE CLERK

This cause came on to be heard on motion of the plaintiff for default judgment for the relief demanded in the complaint, and it appearing the complaint and summons in this action were served on the defendant on May 1, 1966, as appears from the Marshal's return of service of said summons; that the time within which the defendant may answer or otherwise move as to the complaint has expired; that the defendant has not answered or otherwise moved and that the time for defendant to answer or otherwise move has not been extended.

It further appearing, as evidenced by the affidavit of the plaintiff, that the defendant is neither an infant nor incompetent person, and that the defendant is not in the military service of the United States.

It further appearing plaintiff's claim against the defendant is for a sum certain which can by computation be made certain.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff recover of the defendant the amount prayed for in the sum of \$ 344.85 with interest on the sum of \$ 344.85 at the rate of 6 % per annum from January 20 19 66, until paid, and the costs of this action.

Dated this 23rd day of June, 19 66.

NOBLE C. HOOD
Clerk, United States District
Court for the Northern District of
Oklahoma

By _____
Deputy

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

2,797.00 Acres of Land, More or Less,
Situat in Nowata & Rogers Counties,
Oklahoma, and Jessie W. Campbell, et al,
and Unknown Owners,

Defendants.)

CIVIL ACTION NO. 4891

Tract No. 5719-P

Lessor Interest Only

FILED

JUN 27 1966

J U D G M E N T

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

1.

NOW, on this 27th day of June 1966, this matter comes on for disposition on application of plaintiff, United States of America, for entry of Judgment on Stipulations agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel for plaintiff, finds:

2.

This Judgment applies only to the lessor interest in the estate condemned in Tract No. 5719-P, as such estate and tract are described in the Complaint and the Declaration of Taking filed in this action.

3.

The Court has jurisdiction of the parties and subject matter of this action.

4.

Service of Process has been perfected either personally, or by publication notice, as provided by Rule 71A of Federal Rules of Civil Procedure on all parties defendant in this cause who are interested in subject tract.

5.

The Acts of Congress set out in paragraph 2 of the Complaint herein give the United States of America the right, power, and authority to condemn for public use the interest described in paragraph 2 herein. Pursuant thereto, on March 18, 1960, the United States of America filed its Declaration of Taking of such described property, and title to the described estate in such property should be vested in the United States of America as of the date of filing the Declaration of Taking.

6.

On filing of the Declaration of Taking there was deposited in the Registry of this Court, as estimated compensation for the taking of the lessor interest in the estate taken in the subject tract, a certain sum of money, and all of this deposit has been disbursed as set out in paragraph 12 below.

7.

On the date of taking in this action, the owners of the lessor interest in the estate taken in subject tract were the defendants whose names are shown in paragraph 12 below. Such named defendants are the only persons asserting any interest in the subject property, all other persons having either disclaimed or defaulted, and such named defendants are entitled to receive the just compensation awarded by this Judgment.

8.

The owners of the lessor interest in the estate taken in the subject tract and the United States of America have executed and filed herein Stipulations as to Just Compensation wherein they have agreed that just compensation for such interest is in the amount shown as compensation in paragraph 12 below, and such Stipulations should be approved.

9.

A deficiency exists between the amount deposited as estimated compensation for the lessor interest in the estate taken in the subject tract and the amount fixed by the Stipulations as to Just Compensation, and the amount of such deficiency should be deposited for the benefit of the owners. Such deficiency is set out in paragraph 12 below.

10.

It Is, Therefore, ORDERED, ADJUDGED, AND DECREED that the United States of America has the right, power, and authority to condemn for public use the tract named in paragraph 2 herein, as such tract is particularly described in the Complaint and Declaration of Taking filed herein; and such tract, to the extent of the lessor interest in the estate described in connection with such tract in such Declaration of Taking, is condemned, and title thereto is vested in the United States of America as of the date of filing such Declaration of Taking, and all defendants herein and all other persons interested in such interest are forever barred from asserting any claim thereto.

11.

It Is Further ORDERED, ADJUDGED, AND DECREED that on the date of taking, the owners of the lessor interest in the estate condemned in subject tract in this action, were the defendants whose names appear below in paragraph 12, and the right to receive the just compensation for such taking is vested in the parties so named.

12.

It Is Further ORDERED, ADJUDGED, AND DECREED that the Stipulations as to Just Compensation, mentioned in paragraph 8 above, hereby are confirmed; and the sum thereby fixed is adopted as the award of just compensation for the lessor interest in the estate condemned in subject tract in this action, as follows:

TRACT NO. 5719-P,
Lessor Interest Only

OWNERS:

Jessie W. Campbell
Estate of Edward C. Lawson, deceased
Eva Payne Glass
Julian W. Glass, Jr. and
Ernest Frances Bradfield

Award of just compensation for
entire lessor interest
pursuant to Stipulations ----- \$ 300.00 \$ 300.00

Allocated:

Campbell and Lawson----- \$150.00
Glass, Glass & Bradfield- \$150.00

Deposited as estimated compensation----- \$ 150.00

Disbursed to owners:

To Edward C. Lawson ----- \$ 75.00
To Jessie W. Campbell ----- \$ 75.00

Total ----- \$ 150.00

Balance due to owners ----- \$ 150.00

Deposit deficiency ----- \$ 150.00

13.

It Is Further ORDERED, ADJUDGED, AND DECREED that the United States of America shall deposit in the Registry of this Court, in this Civil Action, to the credit of the subject tract, the deficiency sum of \$150.00.

The Clerk of this Court then shall disburse from the deposit for the subject tract jointly to Eva Payne Glass, Julian W. Glass, Jr., and Ernest Frances Bradfield the sum of \$150.00.

Allen E. Barrett
UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow
HUBERT A. MARLOW
Assistant U. S. Attorney

IEU:cg
6/22/66

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

HALES & HUNTER CO., a corporation,)
)
 Plaintiff,)
 vs.)
)
 REDFERN-RUSSELL, INC., a corporation,)
 WILLARD T. RUSSELL, DOROTHY T. RUSSELL,)
 ARTHUR REDFERN and VIRGINIA REDFERN,)
)
 Defendants.)

NO. 6288 Civil

FILED

JUN 27 1966

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

J U D G M E N T

NOW ON THIS 27 day of June, 1966, there came on for hearing before

the undersigned United States District Judge sitting in and for the Northern District of Oklahoma the above styled and numbered matter, plaintiff appearing by its counsel Ungerman, Grabel, Ungerman & Leiter and the defendants appearing by their counsel Don Hull, and the Court having heard the statements of counsel made in open Court that the defendants at this time did not desire to press its defense to each of the counts as set forth in the complaint of the plaintiff on file herein finds that a judgment should be rendered in favor of the plaintiff and as against the defendants and each of them on the first count in the amount of \$21,339.29 with interest thereon at the rate of 6% per annum from the 22nd day of September, 1964 until paid together with a further sum of \$5,000.00 as an attorney's fee to be taxed as costs and that a judgment should be rendered in favor of the plaintiff as against the defendants on the second count in the amount of \$4,087.83 with interest at the rate of 6% per annum from date of judgment together with the further sum of \$1,000.00 attorney's fees to be taxed as costs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THIS COURT that the plaintiff Hales & Hunter Co., Inc., a corporation have and recover a judgment of and against the defendants Redfern-Russell, Inc., a corporation; Willard T. Russell, Dorothy T. Russell, Arthur Redfern and Virginia Redfern in the total amount of \$25,427.12 with interest at 6% per annum on the sum of \$21,339.29 from the 22nd day of December, 1964, and interest on the sum of \$4,087.83 from date of judgment at 6% per annum and the further sum of \$6,000.00 attorney's fees to be taxed as costs of this action together with all other accruing costs.

APPROVED:

Fred Daugherty
United States District Judge

LAW OFFICES
UNGERMAN,
GRABEL,
UNGERMAN
& LEITER

UNGERMAN, GRABEL, UNGERMAN & LEITER

By Ernie E. Ungerman
Attorneys for Plaintiff

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

DON HULL
Don Hull
Attorney for Defendants

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

THE BOARD OF REGENTS FOR THE OKLAHOMA)
AGRICULTURAL AND MECHANICAL COLLEGES)
acting for and on behalf of NORTHEASTERN)
OKLAHOMA A & M COLLEGE; and)
I. V. POWELL, JR. and HELEN POWELL, d/b/a)
POWELL CONSTRUCTION COMPANY, a co-partnership,)
)
Plaintiffs,)
)
vs.) Civil Case
)
LIBERTY UNIVERSAL INSURANCE COMPANY, a) No. 6367
Texas corporation,)
) **FILED**
Defendant.)
)
JUN 27 1966

JUDGMENT

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

This cause was tried to the Court on June 15-16, 1966. E. Moses Frye appeared as attorney for the plaintiff, The Board of Regents for the Oklahoma Agricultural and Mechanical Colleges acting for and on behalf of Northeastern Oklahoma A & M College. T. H. Eskridge appeared as attorney for plaintiffs, I. V. Powell, Jr. and Helen Powell, d/b/a Powell Construction Company, a co-partnership. Ben T. Owens and Robert S. Gee appeared as attorneys for defendant, Liberty Universal Insurance Company.

On the evidence presented and the stipulations of the parties, the Court finds that the plaintiffs are entitled to judgment against the defendant in the sum of Twenty-Seven Thousand Eight Hundred Seventy-Five and no/100 Dollars (\$27,875.00), and that the payment of the judgment by the defendant to the plaintiffs shall relieve the defendant of any and all liability, of every kind or character, to the plaintiffs or either of them, in any manner arising out of any matter or thing in any way connected with the subject matter of this action.

The plaintiffs shall have judgment against the defendant for the sum of Twenty-Seven Thousand Eight Hundred Seventy-Five and no/100 Dollars (\$27,875.00), and the Clerk is directed to enter judgment accordingly.

Dated this _____ day of June, 1966.

United States District Judge

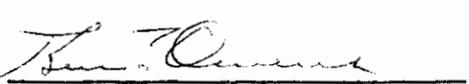
APPROVED AS TO FORM:



E. Moses Frye, Attorney for
The Board of Regents for the
Oklahoma Agricultural and
Mechanical Colleges acting for
and on behalf of Northeastern
Oklahoma A & M College



T. H. Eskridge, Attorney for
I. V. Powell, Jr. and Helen
Powell, d/b/a Powell Construction
Company, a co-partnership



Ben T. Owens, Attorney for
Liberty Universal Insurance
Company

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
Plaintiff,)
vs.)
796.08 Acres of Land, More or Less,)
Situat in Creek and Pawnee Counties,)
Oklahoma, and Forrest Adsit, et al, and)
Unknown Owners,)
Defendants.)

Civil No. 4806

Tract No. ~~43~~ 0-111

FILED

JUL 28 1966

J U D G M E N T

JOHN E. G. 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 tract.

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 tract; 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 Court finds, upon the evidence presented, that the below-listed defendants were the sole owners of the above-captioned tract on the date of taking and are entitled to receive the award therefor.

4. The Court finds the amount of \$16,225.00, 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 \$16,225.00 was deposited into the Registry of this Court as estimated just compensation for said tract upon the filing of the Declaration of Taking herein.

5. The Report of Commissioners, filed herein on the 22nd day of September, 1965, and the Amended Report of Commissioners, filed herein on the 25th day of October, 1965, is hereby accepted and adopted as a finding

of fact as to Lessor interest. The amount of just compensation for the Lessor interest is the sum of \$3,485.00, to be divided as follows:

Cora B. McKee	\$1,742.50
Garrett Logan	87.04
Villard Martin	348.16
Villard Martin, Trustee for Katharyn Cornell Maxey	1,307.30
	<hr/>
	\$3,485.00

6. The Court finds that plaintiff and Hathaway Brothers and Thomas F. McCullough, defendants herein, have by the stipulations agreed that the just compensation to be paid by the plaintiff for the taking of the Lessee interest in the above tract is the sum of \$12,740.00, inclusive of interest.

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 tract is described therein, is hereby confirmed;

(b) The just compensation to be paid by the plaintiff for the taking of the above tract is the sum of \$16,225.00, inclusive of interest, of which amount the following sums have heretofore been disbursed:

Hathaway Brothers	\$11,147.50
Thomas F. McCullough	1,592.50
Cora B. McKee	1,688.05
Garrett Logan	87.04
Villard Martin	348.16
Villard Martin, Trustee for Katharyn Cornell Maxey	1,307.30
	<hr/>
	\$16,170.55

(c) 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:

Cora B. McKee

\$54.45

Entered: JUN 27 1966

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Robert P. Santee

ROBERT P. SANTEE
Assistant U. S. Attorney

of fact as to the Lessor interest. The amount of just compensation for the Lessor interest is the sum of \$2,354.00, to be divided as follows:

L. D. Melton	\$ 588.50
Elmer Wray Combs	88.27
Deedie Combs	794.48
Arthur M. Foster	294.25
Clyde W. Foster	294.25
Lewis E. Foster	294.25
	<hr/>
	\$2,354.00

6. The Court finds that plaintiff and W. T. Moore and American National Bank of Sapulpa, Hathaway Brothers, and Thomas F. McCullough, defendants herein, have by the stipulations agreed that the just compensation to be paid by the plaintiff for the taking of the Lessee interest in the above tract is the sum of \$11,432.00, inclusive of interest.

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 tract is described therein, is hereby confirmed;

(b) The just compensation to be paid by the plaintiff for the taking of the above tract is the sum of \$13,785.00, inclusive of interest, of which amount the following sums have heretofore been disbursed:

L. D. Melton	\$ 588.50
Arthur M. Foster	294.25
Clyde W. Foster	294.25
Lewis D. Foster	294.25
W. T. Moore and American National Bank of Sapulpa	2,858.00
Hathaway Brothers	5,716.00
Thomas F. McCullough	2,858.00
	<hr/>
	\$12,903.25

(c) The Clerk of the Court is hereby authorized and directed to retain the amounts set out below for this tract for a period of five years from the date of this Judgment, unless said deposit is properly claimed by the defendant owners set forth below, and in event said deposit is not claimed, the Court Clerk is directed, without further order of this Court, to return said deposit, five years from this date, into the United States Treasury:

Elmer Wray Combs	\$ 88.27
Deedie Combs	794.48
	<hr/>
	\$882.75

Entered: JUN 27 1966

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Robert P. Santee

ROBERT P. SANTEE
Assistant U. S. Attorney

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

PAUL C. RODGERS and JANE R.
RODGERS, husband and wife,

Plaintiffs,

vs.

DORSETT ELECTRONICS, INC., an
Oklahoma corporation and BURTEK,
INC., a Delaware corporation,

Defendants.

No. 5893

FILED

JUN 28 1966

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

J U D G M E N T

The Court having filed its findings of law and fact in this cause, the same being agreed to by all parties, in pursuance thereof, it is considered by the Court as follows:

1. That Paragraph No. 7 of the March 14, 1962 agreement, attached as Exhibit 2 to the plaintiffs' complaint be and is hereby reformed to read as follows:

"7. In the event Dorsett should default in the performance of the covenants and agreements stated in No. 5 above, Paul C. Rodgers may consider such default as a breach of the terms of this contract and revert back to the original employment contract dated May 21, 1960, or enforce his right under the terms and provisions of this contract.

"Any consideration received by Paul C. Rodgers under Paragraph No. 5 above shall apply toward any sums due him under the terms and provisions of the employment contract of May 21, 1960, in the event of subsequent default."

2. That the agreement of May 21, 1960 between Burtek, Inc. and the plaintiff Paul C. Rodgers be and is hereby reinstated.

3. That plaintiffs have and recover from the defendant Burtek, Inc. the principal sum of \$6,000 with interest at the rate of 6 per cent from April 1,

1965, said sum representing the balance of all monthly payments due to and including April 1, 1965, under the May 21, 1960, agreement plaintiffs have both elected to proceed under.

4. That the plaintiff, Paul C. Rodgers, have and recover from the defendant, Burtek, Inc., the principal sum of \$3,000, with interest at the rate of 6 percent per annum from July 1, 1963, to April 1, 1965, which interest equals \$345, plus interest at the rate of 6 percent from April 1, 1965. Said \$3,000 and interest represents the entire balance due on that certain promissory note executed by both defendants in favor of the plaintiff Paul C. Rodgers and attached as Exhibit 4 to the Complaint.

5. That the plaintiffs and each of them have and take nothing by reason of this action, as against the defendant, Dorsett Electronics, Inc., a corporation.

6. That, in accordance with the Stipulation for Dismissal of the defendants herein, the respective Cross Complaints (as amended) of the defendant, Burtek, Inc., and the defendant, Dorsett Electronics, Inc., are each hereby dismissed, with prejudice.

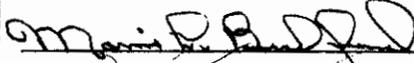
7. That the costs of the proceeding (as to all parties concerned) are to be borne by the parties as heretofore respectively paid and no costs shall be levied as against any other party.

DONE AND ORDERED this _____ day of June, 1966.

U.S. District Court Judge

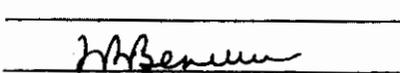
APPROVED AS TO FORM:

Attorneys for Plaintiffs

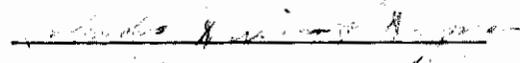




Attorneys for defendant
Dorsett Electronics, Inc.



Attorneys for defendant,
Burtek, Inc.



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

Paul C. Rodgers and Jane R.
Rodgers, husband and wife,

Plaintiffs,

vs.

Dorsett Electronics, Inc., an
Oklahoma corporation, and Burtek
Inc., a Delaware corporation,

Defendants.

No. 5893

FILED

JUN 28 1966

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

ORDER

Upon stipulation of counsel for the defendant, Burtek, Inc.,
a corporation, and the defendant, Dorsett Electronics, Inc.,
a corporation,

IT IS ORDERED that the Amended Cross-Complaint of the
defendant, Burtek, Inc., against the defendant, Dorsett Electronics,
Inc., and the Amended Cross-Complaint of the defendant, Dorsett
Electronics, Inc., against the defendant, Burtek, Inc., are each
hereby dismissed with prejudice.

DATED this 21st day of ~~April~~^{June}, 1966.

15/ Fred Dougherty
JUDGE OF THE UNITED STATES DISTRICT
COURT

OK: [Signature]
[Signature]
Attorney for Burtek, Inc.

[Signature]
and
[Signature]

[Signature]
Attorneys for Dorsett Electronics,
Inc.

United States District Court

FOR THE
NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION FILE NO. 6312

vs. **STEBSON**

vs.

**JOHN GARDNER, Secretary of Health,
Education & Welfare**

JUDGMENT

FILED

JUN 28 1966

This action came on for trial (hearing) before the Court, Honorable **Fred NOBLE C. HOOD**, United States District Judge, presiding, and the issues having been duly tried (heard) and a decision having been duly rendered,

It is Ordered and Adjudged **that the plaintiff is entitled to disability benefits under the 1965 amendments to the Social Security Act and the decision of the defendant is reversed and the case is remanded for the payment of benefits to plaintiff.**

Dated at **Tulsa, Oklahoma**, this **28th** day
of **June**, 19 **66**

NOBLE C. HOOD

Clerk of Court

By *[Signature]*
Deputy Clerk

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

DENVER L. PRICE,

Plaintiff,

vs.

PETROLITE CORPORATION,
a Delaware corporation,

Defendant.

Civil No. 6347

FILED

JUN 28 1966

DISMISSAL WITH PREJUDICE

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

Comes now Denver L. Price, plaintiff herein, by his
counsel of record, and dismisses the instant case with prejudice.

DENVER L. PRICE
Plaintiff

By

John P. Scott
John Scott

of Elder & Scott
Attorneys for Plaintiff

KOTHE & EAGLETON

By

[Signature]
Attorneys for Defendant

It is so Ordered. 6/28/66.

Irene Dougherty
US District Judge

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

FILED

JUN 29 1966

SOUTHWESTERN BELL TELEPHONE COMPANY,)
a Corporation)

Plaintiff)

-vs-)

GRAND RIVER DAM AUTHORITY,)
a Public Corporation)

Defendant)

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

No. 6421

JOURNAL ENTRY AND ORDER DISMISSING ACTION

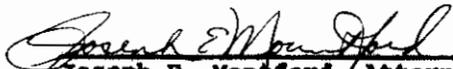
This matter coming on to be heard upon the Defendant's Motion to Make More Definite And Certain and Motion To Strike, and upon Claimant's prayer for appointment of Commissioners pursuant to notice and Order of the Hearing issued by the Court on this 13th day of June, 1966 at 9:30 o'clock A.M. at Tulsa, Oklahoma, and having heard the arguments of Counsel and being fully advised in the premises, and prior to a ruling by the Court, the Plaintiff requested leave to voluntarily dismiss said action without cost, and the Court being fully advised, it is;

ORDERED, ADJUDGED AND DECREED that the said Motion of the Plaintiff to dismiss the Complaint without prejudice, and without cost, be and the same is hereby granted and the Complaint and the within action are hereby dismissed accordingly.



Allen E. Barrow, United States
District Judge

APPROVED AS TO FORM:


Joseph E. Montford, Attorney
for Plaintiff
James R. Tourtellotte, Assistant
General Counsel for Grand River
Dam Authority.

DYER, POWERS, GOTCHER, MARSH & KAMINS


BY
Special Counsel for Defendant.

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

THE COCA-COLA COMPANY,)
a corporation,)
)
Plaintiff)
)
v.)
)
BOWL-A-RAMA, INC.,)
a corporation doing business)
as BOWL-A-RAMA RESTAURANT,)
)
Defendant)

CIVIL ACTION NO. 6425

FILED

JUN 29 1966

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

FINAL JUDGMENT

This cause now coming on for hearing on the plaintiff's Complaint and it now appearing to the Court that the parties have consented to the entry of a final judgment of injunction against the defendant, and it appearing that plaintiff's costs have been paid and satisfied by the defendant and that plaintiff has waived any accounting for profits and attorneys' fees herein,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the Court has jurisdiction of this action for trade-mark infringement and unfair competition under the Trade-Mark Laws of the United States (The Trade-Mark Act of July 5, 1946), 15 U.S.C., Sec. 1051 ff., and under 28 U.S.C., Sec. 1338, and of the parties to this suit.
2. That "Coca-Cola" and "Coke" are valid, registered trade-marks belonging exclusively to plaintiff.
3. That the defendant, its agents, attorneys, employees, servants, representatives, successors and assigns, and any and all persons acting by or under its authority or control, be and the same are hereby perpetually enjoined and restrained from:

a. Selling or supplying on calls for "Coke" or "Coca-Cola" any product other than plaintiff's product.

b. Selling or offering for sale in response to orders for "Coca-Cola" or "Coke" any product not the plaintiff's without at that time giving the customer verbal notice that he is being sold a product other than that manufactured by plaintiff.

c. Doing any other act or thing which is reasonably calculated to aid or encourage passing off any product not the plaintiff's on calls or orders for "Coca-Cola" or "Coke".

d. Infringing upon the trade-mark and trade rights of plaintiff and from the further commission of acts of infringement and unfair competition described in plaintiff's Complaint on file herein.

DATED at Tulsa, Oklahoma, this 29 day of June, 1966.



Allen E. Barnes
United States District Judge
for the Northern District of
Oklahoma

Plaintiff consents to the entry of the foregoing judgment and hereby waives any accounting for profits and attorneys' fees and admits payment of the costs herein by defendant to plaintiff this 31st day of May, 1966.

Conner, Winters, Randolph
& Ballaine

By John S. Athens
John S. Athens

Attorneys for Plaintiff
Office and Post Office Address:
711 The First National Building
Tulsa, Oklahoma 74103

John D. Goodloe
Julius R. Lunsford, Jr.
Of Counsel for Plaintiff

Defendant, Bowl-A-Rama, Inc., a corporation of Oklahoma, doing business as Bowl-A-Rama Restaurant, hereby consents to the entry of the foregoing judgment without further notice and waives service hereof.

IN WITNESS WHEREOF, the said corporation has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents signed by its legal representative the 31st day of May, 1966.

BOWL-A-RAMA, INC.

By: Walter D. Ford

Attest:

John S. Ford
Secretary

By George W. Underwood
Attorney for Defendant