

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

543.55 Acres of Land, More or Less,  
Situate in Tulsa County, Oklahoma,  
and C. M. Hirrlinger, et al, and  
Unknown Owners,

Defendants.

CIVIL ACTION NO. 6297

Tract No. 5013E ✓

FILED

AUG - 3 1966

NOBLE C. HOOD *h*  
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 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 \$76.00, ~~inclusive of interest~~, is just compensation for the taking of the estate by the plaintiff in the above tract, as such estate and said tract are described and set forth in the Complaint and Declaration of Taking heretofore filed in this cause. The sum of \$50.00 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 29th day of June, 1966, is hereby accepted and adopted as a finding of fact as to all interests. The amount of just compensation for all interests is the sum of \$76.00.

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

(a) The vesting in plaintiff of title to the estate 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 \$76.00, ~~inclusive of interest~~;

(c) The plaintiff shall forthwith deposit into the Registry of this Court the deficiency in the amount of \$26.00, with interest at the rate of 6 percent per annum from October 28, 1965 until paid into the Registry of the Court. Upon receipt of the last-mentioned deficiency, the Clerk of this Court is hereby authorized and directed to draw a check on the funds in the Registry of this Court in the amount hereinafter set forth, payable to the order of the following named payees:

Princess T. and Charley F. McCalip }  
And } - - - \$76.00  
County Treasurer of Tulsa Co., Oklahoma }  
C/o Geo. Campbell, Attorney, Sand Springs, Okla.

Entered: August 3, 1966

*Clem E. Bonawit*  
UNITED STATES DISTRICT JUDGE

APPROVED:

*Robert P. Santee*  
ROBERT P. SANTEE  
Assistant United States Attorney

UNITED STATES DISTRICT COURT }  
NORTHERN DISTRICT OF OKLAHOMA } 85

I HEREBY CERTIFY THAT THE FOREGOING  
IS A TRUE COPY OF THE ORIGINAL ON FILE  
IN THIS COURT.

NOBLE C. MOORE, CLERK  
BY *Geo. P. Callaway*  
DEPUTY

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

BEULAH SMALLWOOD,

Plaintiff,

vs.

J. C. FINNEY COMPANY,  
a corporation,

Defendant.

No. 6424

FILED

AUG - 3 1966

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

ORDER

This cause came on for hearing on the 19<sup>th</sup> day of July, 1966, and the respective parties appeared by their respective counsel. The matter came on for hearing upon the defendant's Motion for Summary Judgment, and the Court, having carefully considered the files, the depositions on file in this cause, and having heard the argument of counsel, is of the opinion that there is no genuine issue of fact presented in this case and that the Motion for Summary Judgment should be sustained.

IT IS SO ORDERED.

DATED this 3<sup>rd</sup> day of August, 1966.

(5) Luther Bohannon  
UNITED STATES DISTRICT JUDGE

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

AN ARTICLE OF DEVICE CON-  
SISTING OF 61 UNLABELED  
DEVICES, MORE OR LESS, 27  
BEING DESIGNATED BY THE  
DEALER AS "EXHALTED",  
ETC.,

Defendant.

CIVIL NUMBER 6450

FILED

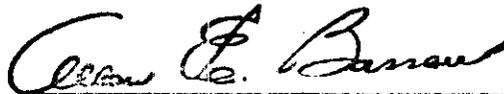
AUG - 3 1966

THOMAS C. HOOD  
U.S. District Court

ORDER

NOW, on this 3rd day of August, 1966, this  
matter coming on for consideration by the Court on Defendant's  
motion to transfer this cause to the United States District  
Court in San Francisco, and the Court, being fully advised  
in the premises, finds that said motion should be sustained.

IT IS THEREFORE ORDERED that this cause be transferred  
to the United States District Court in San Francisco.



WILLIAM E. BARROW  
U.S. DISTRICT JUDGE

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

WILLIAM M. GREEN,

Plaintiff,

-vs-

CHEROKEE PIPE LINE COMPANY, a  
corporation, and CONTINENTAL OIL  
COMPANY, a corporation, and JAMES  
W. BUTTRAM and DORIS M. BUTTRAM,,  
d/b/a BUTTRAM PIPE LINE CONSTRUCTION  
COMPANY,

Defendants.

No. 6075 Civil

**FILED**

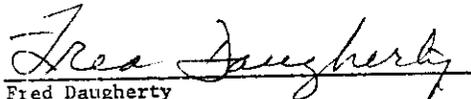
**AUG -4 1966**

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

ORDER OF DISMISSAL WITHOUT PREJUDICE

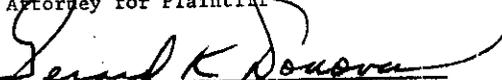
Pursuant to the pre trial conference and Order of June 27, 1966, the plaintiff is hereby granted permission by the Court to dismiss his cause of action, without prejudice, as against the defendants, Continental Oil Company, a corporation, and James W. Buttram and Doris M. Buttram, d/b/a Buttram Pipe Line Construction Company. If, from the evidence presented at the trial of this cause, it should appear that either of said defendants are a proper or necessary party to plaintiff's cause of action, then and in that event, this action will automatically be reinstated as against such defendant or defendants, as the case may be.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court, that the above entitled cause is dismissed without prejudice as against the defendants Continental Oil Company, a corporation, and James W. Buttram and Doris M. Buttram, d/b/a Buttram Pipe Line Construction Company.

  
Fred Daugherty  
United States District Judge

APPROVED:

  
Attorney for Plaintiff

  
Attorney for Defendants

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

O. W. DONALD,

Plaintiff,

vs.

UARGO BUSINESS FORMS,

Defendant.

No. 6299

FILED

AUG - 4 1966

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

J U D G M E N T

Based upon the Findings of Fact this day filed in  
the office of the Court Clerk,

IT IS THE JUDGMENT, ORDER AND DECREE OF THIS COURT  
that the plaintiff have and recover of and from the defendant  
the sum of \$240.33, as damages, and further have and recover  
of and from the defendant the sum of \$500.00 as attorneys'  
fees, as provided by law.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THIS  
COURT that the defendant be and is hereby perpetually enjoined  
under the provisions of Title 17 U.S.C.A. Sec. 112 from print-  
ing, publishing, copying, reproducing, or distributing the  
"Agreement" incorporated in the Findings of Fact and as shown  
attached to plaintiff's Complaint as Exhibit 1.

IT IS THE FURTHER ORDER OF THE COURT that the de-  
fendant deliver up to the plaintiff within ten days from the  
date of this Judgment all of the plates from which the defen-  
dant prepared the infringing copies substantially in the form  
of Exhibit 2, and to deliver to the plaintiff any and all  
copies of forms now in defendant's possession substantially  
as shown by plaintiff's Exhibit 1.

IT IS FURTHER ORDERED that the plaintiff recover  
all of the costs expended by it in this cause.

DATED this 4th day of August, 1966.

(s) Luther Bohannon  
UNITED STATES DISTRICT JUDGE

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

GAYLE PAT LEE,

Plaintiff,

-vs-

CREEK COUNTY BROADCASTING CO.,  
a corporation,

Defendant.

NO. 6,371

**FILED**

**AUG -4 1966**

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

J U D G M E N T

Now on this the 31 day of July, 1966, the above styled and numbered cause comes on for trial, and the parties having waived a jury, announce ready for trial, and after hearing the evidence, arguments of counsel, the Court finds that the plaintiff has failed to sustain the allegations of his complaint and that judgment should be rendered in favor of the defendant.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that judgment be and is hereby rendered in this cause in favor of the defendant and against the plaintiff, and the cost of this action is taxed against the plaintiff.

IN WITNESS WHEREOF, I have set my hand on this the day first and above written.

*Luther Robinson*  
\_\_\_\_\_  
DISTRICT JUDGE

APPROVED AS TO FORM:

*John B. Ogden*  
\_\_\_\_\_  
JOHN B. OGDEN  
Attorney for the Defendant

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

B. HAYDEN CRAWFORD, Trustee of )  
H. H. MUNDY CORPORATION, Debtor, )  
Plaintiff )  
vs. )  
LOUISE BRITTAIN, et al, )  
Defendants. )

NO. 5597

**FILED**

AUG - 8 1966

ORDER OF DISMISSAL

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

Before the Honorable Luther Bohanon, United States District Judge, this matter came on for hearing on this 1st day of August, 1966, with the plaintiff, B. Hayden Crawford, Trustee of H. H. Mundy Corporation, being present in person and by his attorney, James O. Ellison, and the Court, after consideration of plaintiff's cause of action, did upon the Court's own motion dismiss this action with prejudice to the bringing of a future action.

---

LUTHER BOHANON, DISTRICT JUDGE

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

B. HAYDEN CRAWFORD, Trustee of )  
H. H. MUNDY CORPORATION, Debtor, )  
Plaintiff )  
vs. )  
LLOYD PEARCE, et al, )  
Defendants. )

NO. 5598

**FILED**

AUG - 8 1966

ORDER OF DISMISSAL

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

Before the Honorable Luther Bohanon, United States District Judge, this matter came on for hearing on this 5 day of August, 1966, with the plaintiff, B. Hayden Crawford, Trustee of H. H. Mundy Corporation, being present in person and by his attorney, James O. Ellison, and the Court, after consideration of plaintiff's cause of action, did upon the Court's own motion dismiss this action with prejudice to the bringing of a future action.

(5)   
LUTHER BOHANON, DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 1,663.10 Acres of Land, More or Less, )  
 Situate in Nowata and Rogers Counties, )  
 Oklahoma, and Katherine J. Steil, et al, )  
 and Unknown Owners, )  
 )  
 Defendants. )

CIVIL ACTION NO. 4643

Tracts Nos. U-2111E-1 and  
U-2111E-2

**FILED**

**AUG -9 1966**

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

SUPPLEMENTAL JUDGMENT

(Supplementing Judgment filed January 25, 1966)

NOW, on this 9th day of August 1966, this matter comes on for hearing before the Honorable Allen E. Barrow, Judge of the United States District Court for the Northern District of Oklahoma, on the motion of the Plaintiff for judgment supplementing the judgment of this Court filed herein on January 25, 1966. The Court, having examined the files and being advised by counsel for Plaintiff, finds that:

1. Notice of this hearing was furnished the defendant owners more than 30 days prior thereto, but defendants have failed to appear or otherwise respond.
2. The judgment filed herein on January 25, 1966, in connection with Tracts Nos. U-2111E-1 and U-2111E-2 recited that none of the deposit of estimated compensation had been disbursed and ordered disbursal of the entire amount of the award to the owners.
3. Pursuant to the Judgment filed January 25, 1966, the Clerk of this Court, on January 26, 1966, issued checks payable to the owners in the total sum of \$160.00.
4. Actually the entire deposit for the subject tracts, in the amount of \$160.00, had been disbursed to the owners long before the Judgment was filed on January 25, 1966.
5. The defendant owners have been requested to refund the sum of \$160.00 to the Registry of this Court but to date they have failed to do so.

The Court concludes that as a result of the foregoing transactions the disbursal made to the owners on January 26, 1966, was a duplicate payment of the award of just compensation; that the owners should refund such duplicate payment into the Registry of this Court and that Judgment should be entered against them in the amount of the refund due.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America have judgment against each of the defendant owners of the subject tracts for the duplicate payment made to them as follows:

Grant W. Cain -----	\$80.00
Esther L. Cain Collette -----	\$26.66
Mary E. Cain Pringle -----	\$26.67
Avis M. Cain Brooks -----	\$26.67

Payment of these judgments shall be made by each defendant depositing the amount of the judgment against him, or her, with the Clerk of the United States District Court for the Northern District of Oklahoma.

*s/ Allen E. Barrett*  
UNITED STATES DISTRICT JUDGE

APPROVED:

*s/ Hubert A. Marlow*  
HUBERT A. MARLOW  
Assistant U. S. Attorney

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

ROBERT DEAN PHELPS, )  
 )  
 )  
 vs. )  
 )  
 )  
 UNITED STATES OF AMERICA. )

Civil Case No. 6469

**FILED**

AUG 10 1966

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

ORDER

Now on this 29th day of July, 1966, there came on for hearing the motion of Robert Dean Phelps, filed herein pursuant to Title 28 U.S.C., Section 2255, to vacate and set aside the judgment of conviction and sentence imposed in Case No. 13686 on the 7th day of June, 1961, in the United States District Court for the Northern District of Oklahoma. Robert Dean Phelps, the Petitioner, appearing in person and being represented by Kenneth L. Stainer, his court-appointed attorney, the United States of America being represented by Hugh V. Schaefer, Assistant United States Attorney for the Northern District of Oklahoma; and the Court, after hearing evidence and arguments of counsel and after being fully advised in the premises, finds as follows:

That the Motion of the Petitioner, Robert Dean Phelps, should be allowed to the extent that Petitioner be granted the right of appeal from the judgment of conviction and sentence of the Court, sentencing him to ten (10) years to the custody of the Attorney General of the United States of America, which was entered on the 7th day of June, 1961, in Case No. 13686 in the United States District Court for the Northern District of Oklahoma; that Petitioner be permitted to prosecute said appeal in forma pauperis and allowed sixty (60) days from this date in order to file such appeal.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the Petitioner, Robert Dean Phelps, is hereby allowed to appeal from the judgment of conviction and sentence of this Court, sentencing him to ten (10)

years to the custody of the Attorney General of the United States of America,  
which was entered on the 7th day of June, 1961, in Case No. 13686 in the  
United States District Court for the Northern District of Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that  
Petitioner, Robert Dean Phelps, be, and he hereby is, permitted to prosecute  
said appeal in forma pauperis and is allowed sixty (60) days from this date  
in order to file such appeal.



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UNITED STATES DISTRICT JUDGE

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

W. WILLARD WIRTZ, SECRETARY OF LABOR )  
UNITED STATES DEPARTMENT OF LABOR )  
 )  
Plaintiff )  
 )  
v. )  
 )  
T and H TRUCKING COMPANY, INCORPORATED )  
 )  
Defendant )

CIVIL ACTION

FILE NO. 6376

**FILED**

**AUG 11 1966**

J U D G M E N T

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

Plaintiff has filed his complaint and defendant has filed its answer. Defendant has now appeared by counsel and without admitting any of the allegations of the complaint has waived any defenses thereto and agreed to the entry of this judgment without contest. It is, therefore, on motion of the plaintiff, and for cause shown:

ORDERED, ADJUDGED and DECREED that defendant, its officers, agents, servants, employees and all persons acting or claiming to act in its behalf and interest be, and they hereby are, permanently enjoined and restrained from violating the provisions of Sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938 (Act of June 25, 1938, U.S.C., Title 29, Sec. 201 et seq.), hereinafter referred to as the Act, in any of the following manners:

(1) The defendant shall not, contrary to Section 7 of the Act, employ any of its employees engaged in commerce, or in the production of goods for commerce, as defined by the Act, for workweeks longer than 40 hours, unless the employee receives

compensation for his employment in excess of 40 hours at a rate not less than one and one half times the regular rate at which he is employed.

(2) The defendant shall not fail to make, keep and preserve records of its employees, and of the wages, hours and other conditions and practices of employment maintained by it, as prescribed by the Regulations of the Secretary issued, and from time to time amended, pursuant to Section 11(c) of the Act, found in Title 29, Chapter V, Code of Federal Regulations, Part 516.

It is further ORDERED, ADJUDGED and DECREED that no costs or disbursements be allowed.

DATED this 10<sup>th</sup> day of August 1966.

Luther Bohannon  
UNITED STATES DISTRICT JUDGE

Entry of this judgment is hereby consented to:

T and H Trucking Company

BY James E. Turvey  
James E. Turvey, President

Byron D. Todd  
Byron D. Todd  
Attorney for Defendant

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

United States of America,

Plaintiff,

vs.

Lorenser Holmes and Charles  
Ann Holmes, husband and wife,

Defendants.

Civil No. 6449

FILED

AUG 11 1966

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

J U D G M E N T

ON THIS 9th day of August 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, Lorenser Holmes and Charles Ann Holmes, appearing not; and

It appearing that this is an action based upon a mortgage note and for a foreclosure of a real property mortgage securing said mortgage note, and that the property covered by said real property mortgage is located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma; and

It further appearing that the defendants, Lorenser Holmes and Charles Ann Holmes, were personally served with summons more than 20 days prior to this date, requiring each of them to answer the Complaint filed herein, and it appearing that said defendants have failed to file an answer, they should and are hereby adjudged in default.

The Court further finds that the material allegations in the Plaintiff's Complaint filed herein are true and correct, that there is due from the defendants to the Plaintiff the sum of \$9,507.74, as unpaid principal on the mortgage note, with interest thereon at the rate of 9 $\frac{1}{2}$ % per annum from June 1, 1965, until paid;

That the Plaintiff has a first and prior lien upon the real estate described in the Complaint by virtue of the real property mortgage given as security for the payment of the mortgage note which real property is described as follows:

All of Lot Sixteen (16), and all that part of Lot Fifteen (15), Block One (1), SKYLARK HEIGHTS ADDITION, an Addition in Tulsa County, State of Oklahoma, according to the recorded plat thereof, and being more particularly described as follows, to-wit: Beginning at a point on the North boundary of said Lot 15, said point being the angle point on said boundary 30 feet East of the Northwest corner of said Lot 15, thence Northeasterly along the North boundary of said Lot 15, a distance of 101.32 feet to a point, said point being the Northeast corner of said Lot 15, thence South along the East boundary of said Lot 15 a distance of 24.17 feet to a point, thence Southwesterly a distance of 85.83 feet to the point of beginning.

IT IS THEREFORE ~~ORDERED~~ ADJUDGED and DECREED that Plaintiff have and recover judgment against the defendants, Lorenser Holmes and Charles Ann Holmes, in the sum of \$9,507.74, as unpaid principal due on the mortgage note sued upon herein with interest thereon at the rate of 5½% per annum, from June 1, 1965, until paid, together with the cost of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants to satisfy the Judgment of the Plaintiff herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement, the real property herein described and to apply the proceeds thereof in satisfaction of Plaintiff's judgment. The residue, if any, to be deposited with the Clerk of the Court to await further Order of the Court. If the amount derived from said sale is insufficient to satisfy the judgment for the said Plaintiff, then execution should issue against the defendants, Lorenser Holmes and Charles Ann Holmes, for such deficiency.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that from and after the sale of said real property, under and by virtue of this judgment, the defendants, and each of them, and all persons claiming under them since the filing of the Complaint herein, be, and they are forever barred and foreclosed of and from any and every lien upon, right, title, interest, estate or equity, in or to the real estate hereinabove described.

UNITED STATES DISTRICT JUDGE

APPROVED:

SEN E. TAYLOR  
Assistant U. S. Attorney

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

ESTATE OF HERMAN P. TAUBMAN, )  
DECEASED, NATIONAL BANK OF )  
TULSA, SOPHIA TAUBMAN, AND )  
MORRIS TAUBMAN, Co-executors, )  
Plaintiffs, )  
v. )  
THE UNITED STATES OF AMERICA, )  
Defendant. )

CIVIL NO. 6308

**FILED**

**AUG 16 1966**

ORDER OF DISMISSAL

**NOBLE C. HOOD**  
Clark, U. S. District Court

Pursuant to stipulation of the parties, it is hereby ordered that the above entitled cause be and the same is hereby dismissed, with prejudice, each party to bear its respective costs.

DATED this 16 day of August, 1966.

(7) Fred Daugherty  
United States District Judge

FILED

UNITED STATES DISTRICT COURT FOR THE AUG 24 1966

NORTHERN DISTRICT OF OKLAHOMA

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

United States of America )

vs )

George W. Goad )

No. 6180 Civil

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

IT WAS ADJUDGED that the defendant had been convicted of the offense of Contempt of Court, in violation of Title 18, § 402, as charged.

It was adjudged that the defendant was guilty as charged and convicted.

IT WAS ADJUDGED that the defendant be placed on probation for a period of Six (6) months from that date.

NOW, on this 24th day of August, 1966, came the attorney for the government and the defendant appeared with counsel, George Briggs. And it being shown to the court that the defendant has violated the terms and conditions of said probation,

IT IS ADJUDGED that the order of probation be revoked and set aside and the defendant is hereby committed to the custody of the Attorney General or his authorized representative for imprisonment for a period of

Six (6) Months.

IT IS ORDERED that the Clerk deliver a certified copy of this judgment and commitment to the United States Marshal or other qualified officer and that the copy serve as the commitment of the defendant.

Approved as to form:

ALLEN E. BARROW

United States District Judge

Lawrence A. McSoud

Lawrence A. McSoud, Asst. U.S. Attorney

A TRUE COPY: Certified this 24th day of August, 1966.

NOBLE C. HOOD, CLERK

By Marcel Hermon  
Deputy Clerk

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

LAURENCE B. CRAIG and  
ANNABELL CRAIG,  
  
Plaintiffs,  
  
vs.  
  
R. H. SIEGFRIED, INC.,  
a Delaware corporation,  
  
Defendant.

No. 6396 Civil

**FILED**

AUG 25 1966

ORDER REMANDING TO  
STATE COURT

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

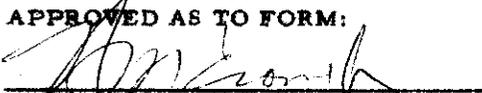
The motion of plaintiffs to remand this action to the District Court of Rogers County came on for hearing this 24th day of August, 1966, pursuant to regular setting, and the Court having examined the briefs, heard the argument of counsel and being fully advised, finds that said motion should be sustained.

IT IS THEREFORE ORDERED that the motion of the plaintiffs to remand this case to the District Court of Rogers County, Oklahoma, be and the same is hereby granted, and this cause be and the same is hereby remanded to the District Court of Rogers County, Oklahoma, for further proceedings.



Allen E. Barrow, United States  
District Judge

APPROVED AS TO FORM:



Attorney for Plaintiffs



Attorney for Defendant

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

CLYDE R. BRADLEY, Guardian and  
J. O. FITZJARRALD, Co-Guardian  
of the person and estate of  
Donald Lee Harris, an incompetent  
person,

Plaintiffs,

vs.

ROBERT E. WAGONER and HARTFORD  
ACCIDENT & INDEMNITY COMPANY,  
a corporation,

Defendants.

CIVIL NO. 6480

FILED

AUG 25 1966

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

ORDER

This matter comes on for consideration by the Court upon the Motion to Remand filed by plaintiffs herein, and the Court having read the briefs submitted by plaintiffs and defendants, and being fully advised in the premises, finds that said motion should be sustained.

IT IS THEREFORE ORDERED that the motion to remand of the plaintiffs be and is hereby sustained.

IT IS FURTHER ORDERED that this case is remanded to the Drumright Division of the Superior Court of Creek County, Oklahoma.

Dated this 25th day of August, 1966.



UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 653.25 Acres of Land, More or Less, )  
 Situate in Nowata County, Oklahoma, )  
 and Charles Edward Bratcher, et al, )  
 and Unknown Owners, )  
 )  
 Defendants. )

CIVIL ACTION NO. 4975  
Tract No. L-1224

**FILED**

AUG 26 1966

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

J U D G M E N T

NOW, on this 26th day of August, 1966, this matter came on for hearing before the Honorable Allen E. Barrow, Judge of the United States District Court for the Northern District of Oklahoma, on the Motion for Distribution filed herein by the defendant, K. V. Fusselman. The said defendant appeared by her attorney, Glenn H. Chappell, and the United States of America appeared by Hubert A. Marlow, Assistant United States Attorney for the Northern District of Oklahoma. After having examined the files in this action and having heard the testimony of witnesses and being fully advised in the premises, the Court finds that:

1.

A Judgment fixing the award of just compensation for the estate taken in Tract No. L-1224 was filed in this case on March 7, 1966, but such Judgment reserved determination of ownership and distribution of the award until after the present hearing.

2.

One certain oil and gas lease covering the subject tract shown by the land records to be held by Herbert A. Alvey, Clarys J. Alvey, and B. V. Yount was executed on the 17th day of September, 1954, for a term of 5 years and as long thereafter as oil and gas were produced in paying quantities. No production of oil or gas was had from the subject property during the term of this lease and no extensions of the lease were granted. As a result, on the date of taking this oil and gas lease had expired by its own terms and P. W. Fusselman and K. V. Fusselman (a/k/a Katherine V. Fusselman) were the owners of the entire mineral estate under the subject tract.

3.

P. W. Fusselman is now deceased and it has been determined by the Probate Court of Nowata County, Oklahoma, that Katherine V. Fusselman is the only person entitled to succeed to his ownership in all his property. Therefore, Katherine V. Fusselman is entitled to receive the entire award of just compensation for the mineral interest taken in the subject tract.

4.

On the date of taking, certain equipment was situated upon the subject tract, which equipment was owned by Herbert A. Alvey and Clarys J. Alvey 1/4 and B. V. Yount 3/4, and such named persons were entitled to receive the share of the award allocated to the equipment. B. V. Yount is now deceased.

5.

The manner in which the award of just compensation should be allocated among the owners, the sums disbursed from the deposit of estimated compensation, the balances due to the respective parties and the deposit deficiency as to this tract are as set forth in the schedule which follows, to-wit:

Total award of just compensation -----				\$1,900.00
Allocated as follows:				
		: To Katherine V. Fusselman	: To Herbert A. Alvey & Clarys J. Alvey	: To B. V. Yount
For entire mineral interest -----	\$1,500.00	:	:	:
For 1/4 interest in equipment -----		:	\$100.00	:
For 3/4 interest in equipment -----		:	:	\$300.00
Disbursed from estimated compensation -----	None	:	\$225.00	\$675.00
Balance due -----	\$1,500.00	:	:	:
Overpayment -----		:	\$125.00	\$375.00
Present balance on deposit -----	\$1,000.00	:	:	:
Deposit deficiency -----	\$ 500.00	:	:	:

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America shall deposit in the Registry of this Court to the credit of Tract No. L-1224, the sum of \$500.00 together with interest on such sum at the rate of 6% per annum from the date of filing of this Judgment until such deposit be made. When such deficiency has been deposited, the Clerk of this Court then shall disburse from the deposit for the subject tract to Katherine V. Fusselman the sum of \$1500.00 plus all interest accrued to her account.

It Is Further ORDERED, ADJUDGED and DECREED that:

The plaintiff, United States of America, shall have Judgment against Herbert A. Alvey and Clarys J. Alvey, jointly, in the amount of \$125.00, together with interest thereon at the rate of 6% per annum from the date of filing of this Judgment until it be paid.

The plaintiff shall have Judgment against the estate of B. V. Yount, deceased, in the amount of \$375.00, together with interest thereon at the rate of 6% per annum from the date of filing of this Judgment until it be paid.

Payment of these Judgments shall be made by the Judgment debtors by their furnishing to the United States Attorney in Room 335, Federal Building, Tulsa, Oklahoma, their checks made payable to Treasurer of the United States in the amount of the Judgments against them, together with all accrued interest.

*Allen E. Barron*  
UNITED STATES DISTRICT JUDGE

APPROVED:

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

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

RONALD LAVEN YOUNG, a minor,  
by MELBOND COUGLER, his mother  
and next friend,

Plaintiff,

vs.

KENNETH ALVIN HOON, a sole trader,  
dba HILL'S T RECORD SHOP,

Defendant.

No. 6264 Civil

FILED

AUG 26 1966

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

J U D G M E N T

Based upon the Findings of Fact filed this date,  
IT IS THE JUDGMENT, ORDER AND DECREE OF THE COURT that the  
plaintiff take nothing, and Judgment is hereby rendered in  
favor of the defendant.

DATED this 26<sup>th</sup> day of August, 1966.

Luther Bohannon  
UNITED STATES DISTRICT JUDGE

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

**RONALD LAWRENCE YOUNG, a minor,  
by WILLIAM COOPER, his mother  
and next friend,**

**Plaintiff,**

**vs.**

**KENNETH ALVIN HORN, a sole trader,  
dba BILL'S T SHIRT SHOP,**

**Defendant.**

**No. 6264 Civil**

**FILED**

**AUG 26 1966**

**VERIFICATION OF FACTS AND CONCLUSIONS OF LAW** NOBLE C. HOOD  
Clerk, U. S. District Court

1. This is an action brought by the plaintiff against the defendant under the Fair Labor Standards Act, 29 U.S.C. 201, et seq., for alleged failure to pay minimum wages and overtime wages as provided in said Act.

2. Plaintiff, at the time alleged in his Complaint, was a high school student attending school across the street from the defendant's place of business. In December, 1963, the defendant and his spouse began divorce proceedings, and the defendant, Kenneth Alvin Horn, by a temporary order of the District Court of Tulsa County, was removed from the operation of defendant's business, and the defendant Horn's wife was allowed to conduct the business under the terms of the temporary order. During the period of time Mrs. Horn operated the business, the plaintiff, Ronald Lawrence Young, was permitted by her to come into the shop and do menial work, and in return was given certain phonograph records. The amount and value of the phonograph records and the amount and value of the work was at no time determined between the parties.

3. On February 17, 1964, the defendant, Kenneth Alvin Horn, was restored to the ownership and management of the shop, but because of the excessive debt liabilities and unpaid creditors, in July, 1964, Kenneth Alvin Horn filed with the Federal Court Clerk his Petition for Relief under Chapter XI of the Bankruptcy Act. Mr. Horn was permitted by the Bankruptcy Court to remain in possession and operate the business for one week. Thereafter, Mr. Pat Malloy was appointed Receiver, and as Receiver operated the shop through his agent, Mr. Richard Smith. Shortly after Richard Smith became the operator of the business under Pat Malloy, the exchange of phonograph records for services rendered by Ronald Young was discontinued, and he was recognized as an employee on the basis of \$1 per hour. This arrangement continued under the receivership until the Plan of Reorganization was accepted and filed, at which time the services of Ronald Young were completely terminated, and he brings this action for overtime and underpay in the sum of \$1,099.05 back wages computed at a minimum hourly rate.

4. The evidence shows that Ronald Young kept no tally or record of the hours during his employment. That he constructed the figures which formed the basis of the claim for \$1,099.05 from his memory upon consultation with a member of the Labor Department, Wage and Hour Division, and that his estimate of the hours worked for which he claims he was not paid did not take into account the numerous instances when he was out to lunch, nor when he was on trips to Stillwater, Oklahoma, and making frequent visits to his doctor. He was

unable to estimate how many hours he was away from the shop on these activities. The record shows that on one occasion Mrs. Horn had allowed Ronald Young to take home as many records as he wanted; the value of these records was not considered in determining the amount of wages claimed by the plaintiff. The defendant states that he never at any time hired Ronald Young except on individual occasional periods prior to Chapter XI proceedings, and that all such time Ronald Young worked on an individual job basis for records. The record shows that the defendant's business during the year 1964 grossed, both intrastate and interstate, approximately \$132,000.

5. The Court finds that the plaintiff was not regularly employed by the defendant until after the filing of bankruptcy proceedings. The plaintiff kept no reliable records of the number of hours he worked, and his estimate is based upon memory. Considering all of the evidence, the Court finds that the evidence with respect to the number of hours worked by the plaintiff is too vague and uncertain to permit an intelligent finding. The plaintiff's testimony and evidence does not satisfy the necessary burden of proof to show the number of hours he actually worked. The plaintiff contends that he did certain work in interstate commerce which entitles him to come within the benefits of the Act, but he did not know the number of hours he so worked in such alleged employment, nor was he able to testify with certainty and accuracy what weeks he worked in interstate employment.

6. The Court finds from the evidence that it is insufficient to show that the plaintiff is engaged in interstate activity as contemplated by the Act, and there is no showing in the records that the plaintiff was not paid for all of the services he rendered. That is, there is no adequate showing of such failure to pay adequate compensation.

7. The Court further finds in all respects the plaintiff has failed to meet the burden of proof to establish his alleged cause of action.

#### Conclusions of Law

1. For an employee to come within the terms of the Fair Labor Standards Act, it is necessary and incumbent upon him to show that he was actually engaged in interstate commerce, and further, that his employer was engaged in interstate commerce, within the meaning of the Act.

JUDGMENT will be entered in favor of defendant.

DATED this 26<sup>th</sup> day of August, 1966.

S/ Luther Bohannon  
UNITED STATES DISTRICT COURT

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

SOUTHEASTERN, INC.,  
an Oklahoma corporation,

Plaintiff,

vs.

BROKEN ARROW LANES, INC., an  
Oklahoma corporation; J. C.  
MONROE; B. F. KENNARD; BARRY  
DAYTON and NANCY ANNE DAYTON;  
and BRUNSWICK CORPORATION, a  
Foreign corporation,

Defendants. )

No. 6471 Civil

FILED

AUG 26 1966

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

O R D E R

This case is before the Court on Plaintiff's Motion to Remand with supporting brief and Response thereto. The Defendant Brunswick Corporation filed a Petition for Removal alleging diversity of citizenship and jurisdictional amount between it and Plaintiff and the right of removal for the reason that a separate and independent claim or cause of action exists under Title 28 U. S. C. Section 1441(c).

The Plaintiff brings this action inter alia, for money judgment upon promissory notes and foreclosure of real estate mortgages. The Defendant Brunswick Corporation asserts its bowling equipment located on the real estate involved is personal property by a real estate consent filed of record before the mortgages in question wherein it was agreed between the record owner of the Real estate and the Defendant Brunswick that the bowling equipment would remain personal property. The Defendant Brunswick also claims that Plaintiff's mortgage liens are inferior and junior to its lien or claim to the bowling equipment and automatic pinsetters.

Under Title 28 U.S.C. Section 1441(c), a diverse Defendant may remove the entire case where a "separate and independent claim or cause of action" is asserted against it, regardless of the citizenship of other parties. This section was intended to

restrict and not enlarge removal rights. The test for a separate and independent claim or cause of action is as follows: " \* \* \* where there is a single wrong to Plaintiff, for which relief is sought, arising from an interlocked series of transactions, there is no separate and independent claim or cause of action under Section 1441(c). American Fire and Casualty Co. v. Finn, 341 U. S. 69, 195 L. Ed. 702, 71 S. Ct. 534 (1951).

The Court finds the case of Citizens' and Southern Bank of South Carolina v. Pine Forest Inn Co. et al., 31 F. 2d 301 (E.D. S.Car. 1929) is applicable to the issue raised by the Motion to Remand. This case arose prior to the 1948 Judicial Code when the test was a "separable controversy" rather than a "separate and independent claim or cause of action" under Title 28 U.S.C. Section 1441(c). However, the Court finds that the reason for the change in language in Section 1441(c) was simplification and advancement of the interests of justice. H. Rep. No. 308, Apr. 25, 1947, 80th Cong., 1st Sess. p. A. 134.

The Citizens' and Southern Bank of South Carolina case, supra, involved the claim of the Globe Automatic Sprinkler Company in the mortgaged premises sought to be foreclosed. The Globe Automatic Sprinkler Company claimed a prior lien on the fire protection system on the mortgaged premises by reason of an agreement of sale and purchase. The Court remanded the case and in doing so, cited and distinguished the case of New England Waterworks v. Farmer Loan and Trust Co., 136 F. 521 (C.C.A. 7th) which is relied upon by the Petitioner herein. In the instant action, Plaintiff claims the Defendant Brunswick's bowling equipment is subject to its mortgage liens in the foreclosure action. The Defendant Brunswick asserts a claim or lien superior to that of Plaintiff by virtue of a contract heretofore mentioned. Therefore, the Petition for Removal was filed by one claiming a superior lien in the foreclosure action. Common issues of fact and law are involved and matters of proof which are germane to the res of Plaintiff's

single cause of action are present.

Moreover, the controversy between the plaintiff and the defendant Brunswick as to the bowling equipment is not a separate and independent claim or cause of action from plaintiff's suit for the foreclosure of mortgage asserted by plaintiff to cover the said bowling equipment.

In view of the foregoing, the Court remands this case to the District Court of Tulsa County, State of Oklahoma. The Clerk of this Court will take the necessary action to effect the remand.

Dated this 26 day of August, 1966.

(s) Fred Daugherty  
Fred Daugherty  
United States District Judge

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 and  
Third Party Complainant,

vs.

LIBERTY MUTUAL INSURANCE COMPANY,

Third Party Defendant.

Civil No. 6230

**FILED**

**AUG 29 1966**

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

**ORDER DISMISSING  
THIRD PARTY COMPLAINT**

Now on this 29<sup>th</sup> day of August, 1966, upon motion of the  
defendant and third party complainant, McCune Homes, Inc., a corporation,  
to dismiss its third party complaint against third party defendant, Liberty  
Mutual Insurance Company, the Court being fully advised,

IT IS ORDERED that said third party complaint be, and the same is  
hereby dismissed.

(s) Luther Bohannon  
United States District Judge

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

HOMER G. MAXEY,

Plaintiff,

vs.

PLAZA BUILDING CORPORATION,  
Defendant.

No. 6426 ✓

FILED

AUG 29 1966

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

ORDER

Now on this 24th day of August, 1966, there came on to be heard pursuant to regular setting the motion of the defendant Plaza Building Corporation for change of venue and transfer of said cause to the United States District Court for the Northern District of Texas, Lubbock Division, pursuant to the authority contained in 28 U.S.C.A. Section 1404.

The plaintiff appeared by his attorney, Bruce W. Gambill, and the defendant appeared by its attorneys, R. L. Davidson, Jr., Richard T. Sonberg and Matthew J. Kane. The Court thereupon examined the record, considered the motions, briefs and the affidavits submitted therewith, and being fully advised in the premises finds that the convenience of the parties and the interests of justice would be best served by transferring said cause as prayed for in said motion.

NOW, THEREFORE, IT IS HEREBY ADJUDGED that Cause No. 6426, styled Homer G. Maxey, Plaintiff, vs. Plaza Building Corporation, Defendant, be and the same is hereby transferred to the United States District Court for the Northern District of Texas, Lubbock Division, and the Clerk of this Court is hereby directed to effect such transfer forthwith.

  
UNITED STATES DISTRICT JUDGE

NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Donald K. Delancy, Lovanna L. Delancy,  
husband and wife, and  
Carl E. West and Darlene J. West,  
husband and wife,

Defendants.

CIVIL NO. 6332

FILED

AUG 29 1966

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

JOURNAL ENTRY OF JUDGMENT

This matter comes on to be heard this 29th day of August, 1966, upon plaintiff's complaint. The plaintiff, United States of America, appearing by Lawrence A. McSoud, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, Donald K. Delancy and Lovanna L. Delancy, husband and wife, and Carl E. West and Darlene J. West, husband and wife, appearing not and the Court, being further advised in the premises, finds:

I.

This is an action based upon a money judgment and a mortgage note and foreclosure of a real property mortgage securing said mortgage note and it further appearing that the real property covered by the real estate mortgage is located in Tulsa County, Tulsa, Oklahoma, all within the northern judicial district of Oklahoma and more particularly described as follows:

Lot 19, Block 9, Lakeview Heights Amended Addition  
to the City of Tulsa, and all property and appurtenances  
located thereon, Tulsa County, Oklahoma, according  
to the recorded plat thereof.

II.

It further appearing from a careful examination of the files and records and processes herein that due and legal service of summons has been made upon Donald K. Delancy on the 22d day of December 1965, at 1150 N. Utica Street, Tulsa County, Oklahoma, more than twenty days prior to the date hereof. That due and legal process service of summons has been made upon the defendant, Lovanna L. Delancy, on January 12, 1966, at her residence in Avant, Oklahoma,

more than twenty days prior to the date hereof, requiring both Donald K. Delancy and Lovanna L. Delancy to answer the complaint filed herein not more than twenty days after the day of personal service of summons. That Donald K. Delancy and Lovanna L. Delancy have failed to file an answer or appear herein.

III.

It further appearing that personal summons was issued to be served upon the defendants, Carl E. West and Darlene J. West, husband and wife, but the said defendants could not be found in the State of Oklahoma and thereafter, upon application properly filed therefor, the Court made and entered its Order requiring the defendants, Carl E. West and Darlene J. West, husband and wife, to appear and answer plaintiff's complaint according to due and legal service of summons being made by publication under the provisions of Title 28, U.S.C.A., Section 1655. The Court finds that notices by publication were published within the Tulsa Daily Legal News for six consecutive weeks, the first publication being on the 10th day of March, 1966, and the last publication being on the 14th day of April, 1966. The Court finds that neither Carl E. West nor Darlene J. West have entered any appearances in person nor by counsel and have filed no proceeding or otherwise answered the notice of publication and are all in default.

IV.

The Court further finds that all of such summonses and the order in lieu of summonses are legal and proper and in all things fully conform to the laws of the United States in such cases provided, particularly Title 28, U.S.C.A., Section 1655, relating to service upon nonresident defendants and the same are hereby and in all respects approved.

V.

The Court further finds that the defaulting defendants are not members of the Military service of the United States, nor minors, nor incompetent persons.

VI.

Now, the Court being fully advised proceeds to consider the plaintiff's complaint and examines the exhibits annexed thereto, together with the allegations and averments in the complaint of the plaintiff filed herein and upon conclusion, after having been fully advised in the premises both as to the fact and law, finds and adjudges all of the issues in favor of the plaintiff and against

each and every defendant in this action, and the Court further finds that by reason of the default of the defendants, and each of them, all of the allegations of plaintiff's complaint should be and are hereby taken as confessed by said defendants and that judgment should be entered as prayed for herein.

VII.

The Court finds that it has full and complete jurisdiction of all of the defendants sued herein and of the subject matter of this action, and the Court more specifically finds that W. J. Driber is the present Administrator of Veterans Affairs and is the successor in office to J. S. Gleason, Jr., the payee in said note and the mortgagee designated in the mortgage sued upon herein.

VIII.

That on May 12, 1964, the defendants, Donald K. Delancy and Lovanna L. Delancy, husband and wife, executed and delivered to J. S. Gleason, Jr., as Administrator of Veterans Affairs, his successors as such and his or their assigns, a mortgage in the sum of \$8,301.00, said note providing for monthly installments of principal and interest at the rate of  $5\frac{1}{2}\%$  per annum on the unpaid balance until paid. Provisions for repayment within the above-described note were to be paid as follows:

Commencing from June 1, 1964, the amount of \$47.14, said amount being due and payable on the first date of each month thereafter at the rate of  $5\frac{1}{2}\%$  per annum on the unpaid balance until said note is fully paid, payable at the Office of the Agent Cashier, Veterans Administration, Muskogee, Oklahoma.

The Court further finds that said promissory note, by its terms, expressly provides that if any deficiency in the payment of any installment is not made good prior to the due date of such installment the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of said note, and plaintiff shows the Court that it is now the holder of said note.

IX.

The Court further finds that on October 20, 1964, the defendants, Donald K. Delancy and Lovanna L. Delancy, husband and wife, executed and delivered to the defendants, Carl E. West and Darlene J. West, husband and wife, a general warranty deed conveying the property described in the aforesaid mortgage, which

warranty deed was filed of record in the Office of the County Clerk, Tulsa, Oklahoma, on October 29, 1964, and recorded in Book 3508, page 66. By the terms of such warranty deed, the defendants, Carl E. West and Darlene J. West, husband and wife, assumed and agreed to pay the note heretofore described, and by the acceptance of said deed the grantees in said deed became and are personally liable to the plaintiff for the satisfaction of the mortgage indebtedness sued upon herein. The Court finds that neither the original mortgagors, Donald K. Delancy and Lovanna L. Delancy, nor the grantees, Carl E. West and Darlene J. West, husband and wife, have paid such mortgage indebtedness becoming due and payable since July 1, 1964, or any part thereof; that the same is still unpaid, due and owing to plaintiff.

X.

The Court further finds that the defendants, and each of them, have made default in payment thereof in installments due thereon, as set forth in the aforesaid note and mortgage; that though the plaintiff have made demand for the installments due since July 1, 1964, the defendants have refused to pay that installment and all subsequent installments and that such defaults have continued to date and, in accordance with the aforesaid note and mortgage, the Court finds that the entire outstanding balance of both principal and interest due and payable have, therefore, become due and owing to the plaintiff.

XI.

The Court further finds that the defendants, Donald K. Delancy and Lovanna L. Delancy, husband and wife, and Carl E. West and Darlene J. West, husband and wife, that upon default were indebted to plaintiff in the sum of \$8,262.57, with interest thereon at the rate of 5 $\frac{1}{2}$ % per annum from July 1, 1964, until fully paid, together and accruing as provided by the mortgage and note previously described herein for statutory damages in case of protest, costs incurred in obtaining possession by the plaintiff, costs for the care and preservation of the property are to date in the amount of \$48.00.

XII.

The Court further finds that said mortgage expressly provides that in case of foreclosure thereof, as often as any proceeding shall be taken to foreclose the same, the party of the first part will pay to the plaintiff an attorney fee of 10% of the amount then due and the same shall be a further charge and lien

upon the mortgaged premises, and the Court finds herein that this action is brought for foreclosure of said mortgage and that said attorney's fee and costs have become due and payable as set forth within the mortgage filed herein.

XIII.

WHEREFORE, the Court finds that the mortgage lien of the plaintiff, United States of America, is senior, paramount and superior to any and all claims of said defendants, and each of them, and the same should be cancelled and set aside in this action.

THEREFORE, it is ORDERED, ADJUDGED AND DECREED:

1. That the plaintiff, United States of America, have and is hereby given a judgment against the defendants, Donald K. Delancy and Lovanna L. Delancy, jointly as husband and wife, and Carl E. West and Darlene J. West, jointly as husband and wife, for the sum of \$8,262.57, plus interest at the rate of 5½% per annum from July 1, 1964, until paid, together with abstracting cost and attorney's fees in the amount of 10% of the amount due and owing by the defendants, and for the sum of \$48.00 as cost of care and preservation of the property described in the aforesaid mortgage and all costs of this action and of the foreclosure sale.

2. That the mortgage lien on the real estate hereinfore described and upon the improvements thereon be and the same as hereby established and decreed to be a first, prior and valid lien thereon, and that said mortgage lien should be and the same is hereby ordered foreclosed and ordered sold with appraisement.

3. That in the event plaintiff's judgment, and the whole thereof, be not paid within ten days from the date hereof, an order of sale shall issue directing the United States Marshal for the Northern District of Oklahoma, commanding him or his authorized agent to seize, levy upon, advertise, offer for sale and sell all of the hereinfore described real estate to the highest bidder for cash in hand and to apply the proceeds from such sale as follows:

First: To the payment of all costs of this action and of the impending foreclosure sale.

Second: To the payment and satisfaction of plaintiff's judgment in the amount of \$8,262.57 with interest at the rate of 5½% per annum from July 1, 1964, until paid. Abstracting expenses, attorney's fees, and the costs for the care and preservation of the

property in the amounts above described included.

Third: The residue, if any, to be paid into the Office of the Court Clerk to abide further orders of the Court.

Fourth: That each and every defendant in this action be and they are forever barred, restrained and enjoined from ever hereafter setting up or asserting any right, title, interest or estate in, to the premises herein involved, or any part thereof, adverse to the right, title or interest of the plaintiff.

*s/ Allen E. Barrett*  
UNITED STATES DISTRICT JUDGE



UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA )  
vs )  
GEORGE W. GOAD )

Civil No. 6180

**FILED**

AUG 30 1966

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

ORDER VACATING JUDGMENT AND SENTENCE

On this 30th day of August, 1966, at Tulsa, Oklahoma, on oral application of the defendant to set aside judgment and sentence, pursuant to Rule 35 of the Federal Rules of Criminal Procedure,

IT IS ADJUDGED that the judgment and sentence entered herein on August 25, 1966, be and it is vacated and set aside and the following judgment entered;

It is Adjudged that the defendant is placed on probation for a period of eighteen (18) months from this date.

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 proscribe, 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 two certified copies of this judgment and order to the probation officer of this Court, one of which shall be delivered to the probationer by the Probation Officer.

  
United States District Judge

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

JOHN L. LEWIS,

)  
)  
) Plaintiff, )  
)

v.

) Civil No. 6368  
)  
)

GRAND RIVER DAM AUTHORITY,  
a public corporation,

)  
)  
) Defendant. )

FILED

AUG 30 1966

ORDER

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

This matter comes on for consideration this 24th day of August, 1966, upon plaintiff's motion to remand, and the Court being fully advised in the premises, finds that plaintiff wrongfully brought his action in reverse condemnation and that this case is an action in damages only so that jurisdiction properly lies in the State courts.

IT IS, THEREFORE, ORDERED, that plaintiff's motion to remand is sustained but due to the fact that plaintiff was at fault for wrongfully bringing the suit in reverse condemnation costs will be taxed to plaintiff.

  
\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

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

WESTERN CASUALTY AND SURETY COMPANY, )

Plaintiff, )

v. )

NO. 6482

JACK W. MASTERS and )  
HAROLD O. STOGSDILL, )

Defendants.)

**FILED**

**AUG 30 1966**

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

ORDER FOR DEFAULT JUDGMENT

ON this 29th day of August, 1966 there came on for hearing pursuant to regular assignment, plaintiff's Motion for Default Judgment as to defendant, Harold O. Stogsdill. The Court having been fully advised in the premises herein, and finding that default has heretofore been entered by the Clerk of this Court upon proper Motion and Affidavit, and upon the showing that proper notice and application has been made for judgment.

It is Ordered, pursuant to the rules of this Court that Judgment be entered for the plaintiff and against the defendant, Harold O. Stogsdill, and the Court finds that the Declaratory Judgment as sought by plaintiff in his complaint should be and hereby is granted and finds the insurance policy sought to be construed by plaintiff as void and exempt from liability as to defendant, Harold O. Stogsdill.

  
JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

Civil No. 6328

vs.

Tommy R. Sandefur and  
Mary Leah Sandefur,  
husband and wife, et al.

Defendants.

**FILED**

**AUG 31 1966**

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

JOURNAL ENTRY OF JUDGMENT

This matter came on to be heard this 31<sup>st</sup> day of August, 1966,  
upon plaintiff's original complaint and amended complaint filed herein,  
the plaintiff, United States of America, appearing by Lawrence A. McSoud,  
Assistant United States Attorney for the Northern District of Oklahoma, and  
the defendants, Tommy R. Sandefur and Mary Leah Sandefur, husband and wife,  
appearing not, either in person or by counsel, and the defendants, James  
Bodien and Emma Bodien, husband and wife, appearing not, either in person  
or by counsel, and the defendant, Lorene J. Thompson, appearing by and through  
Jack McNulty, her attorney, and the Court, being further advised in the  
premises, finds:

I.

This is an action based upon a money judgment and a mortgage note and  
foreclosure of a real property mortgage securing said mortgage and note, and  
it further appearing that the real property covered by the real estate mort-  
gage is located in Tulsa County, Tulsa, Oklahoma, all within the Northern  
Judicial District of Oklahoma, and more particularly described as follows:

Lot 7, Block 3, Yahola Heights, addition to  
the City of Tulsa, County of Tulsa, State of  
Oklahoma, according to the recorded platt  
thereof, including all property and appurte-  
nances located thereupon.

II.

It further appearing, from a careful examination of the files and  
records and the processes herein, that personal summons was issued to be  
served upon the defendants, Tommy R. Sandefur and Mary Leah Sandefur, husband

and wife, but the said defendants could not be found in the State of Oklahoma and thereafter, upon application properly filed therefor, the Court made and entered its order requiring the defendants, Tommy R. Sandefur and Mary Leah Sandefur, husband and wife, to appear and answer plaintiff's complaint according to due and legal service of summons being made by publication under the provisions of Title 28, U.S.C.A., Section 1655. The Court finds that notices by publication were published within the Tulsa Daily Legal News, a newspaper of general circulation, for six consecutive weeks. The Court finds that neither Tommy R. Sandefur nor Mary Leah Sandefur have entered any appearances in person nor by counsel and have filed no proceeding or otherwise answered the notice by publication and are thereby in default.

### III.

The Court further finds that due and legal service of summons has been made upon the defendants, James Bodien and Emma Bodien, husband and wife, within Tulsa County more than twenty days prior to the date hereof. Further, that due and legal service of summons has been made upon the defendant, Lorene J. Thompson, a single woman, within Tulsa County more than twenty days prior to the date hereof, requiring James Bodien and Emma Bodien, husband and wife, and Lorene J. Thompson, a single woman, to answer the complaint filed herein not more than twenty days after the date of personal summons. It further appearing that James Bodien and Emma Bodien, husband and wife, have failed to file an answer or otherwise appear herein and are thereby in default.

### IV.

It further appears that in answer to plaintiff's complaint the defendant, Lorene J. Thompson, on August 23, 1966, filed in the cause herein a Disclaimer wherein the said Lorene J. Thompson disclaimed any interest, right, or title to Lot 7, Block 3, Yahola Heights addition to the City of Tulsa, Tulsa County, State of Oklahoma, which is the subject matter of this cause of action.

### V.

The Court further finds that all such summonses and the order in lieu of summonses are legal and proper and in all things fully conform to the laws of the United States in such cases provided, particularly Title 28 U.S.C.A., Section 1655, relating to service upon nonresidents and the same are hereby and in all respects approved.

VI.

The Court further finds that the defaulting defendants are not members of the Military Service and Forces of the United States, nor minors, nor incompetent persons.

VII.

Now, the Court being fully advised proceeds to consider the plaintiff's original and amended Complaint and examines the exhibits annexed thereto, together with the allegations and averments in the Complaint and Amended Complaint of the plaintiff filed herein and upon conclusion, after having been fully advised in the premises, both as to the fact and law, finds and adjudges all of the issues in favor of the plaintiff and against each and every defendant in this action, and the Court further finds that by reason of default of the defendants and the disclaiming of any interest herein by the defendant, Lorene J. Thompson, all of the allegations of plaintiff's Complaint should be and are hereby taken as confessed by said defendants and that judgment should be entered as prayed for herein.

VIII.

The Court finds that it has full and complete jurisdiction of all of the defendants sued herein and of the subject matter of this action, and the Court more specifically finds that W. J. Driber is the present Administrator of Veterans Affairs and is the successor in office of J. S. Gleason, Jr., the payee in said note and mortgage designated in the mortgage sued upon herein.

IX.

The Court further finds that on December 3, 1964, the defendants, Tommy R. Sandefur and Mary Leah Sandefur, husband and wife, executed and delivered to J. S. Gleason, Jr., as Administrator of Veterans Affairs, his successors as such and his or their assigns, in the sum of \$9,000.00, a note providing for monthly installments of principal and interest at the rate of  $5\frac{1}{2}\%$  per annum on the unpaid balance until paid. Provisions for repayment within the above-described note were to be paid as follows:

Commencing on the first day of January 1965, the amount of \$51.11, said amount being due and payable on the first day of each month thereafter at the rate of  $5\frac{1}{2}\%$  per annum

on the unpaid balance until said note is fully paid, and that final payment of principal and interest shall be due and payable on the first day of December 1994; that all payments shall be made and payable at the office of the Agent Cashier, Veterans Administration, Muskogee, Oklahoma.

The Court further finds that said promissory note and mortgage, by its terms, expressly provides that if any deficiency in payment of any installment is not made good prior to the due date of such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of said note, and plaintiff shows the Court that it is now the holder of said note.

X.

The Court further finds that said mortgage note is of record in the records of the Tulsa County Clerk, Tulsa, Oklahoma, Book 3520, page 199 of the records in the office of the County Clerk, Tulsa, Oklahoma.

XI.

The Court further finds that neither Tommy R. Sandefur nor Mary Leah Sandefur have paid such mortgage indebtedness becoming due and payable since January 1, 1965, or any part thereof and that the same remains unpaid, due and owing to plaintiff.

XII.

The Court further finds that the defendants, Tommy R. Sandefur and Mary Leah Sandefur, have made default in payment thereof and installments due thereon, as set forth in aforesaid note and mortgage; that though the plaintiff has made demand for installments due since January 1, 1965, the defendants, Tommy R. Sandefur and Mary Leah Sandefur, have refused to pay that installment and all subsequent installments and that such defaults have continued to date and, according to the aforesaid note and mortgage, the Court finds that the entire outstanding balance of both principal and interest due and payable have, therefore, become due and owing to the plaintiff.

XIII.

The Court further finds that the defendants, Tommy R. Sandefur and Mary Leah Sandefur, husband and wife, either jointly or severally, upon default, were indebted to the plaintiff in the sum of \$9,000.00,

with interest thereon at the rate of  $5\frac{1}{2}\%$  per annum from January 1, 1965, until fully paid, together and accruing, as provided by the mortgage and note previously described herein, for statutory damages in case of protest plus costs for the care and preservation of the property which are to date in the amount of \$45.50.

IX.

The Court further finds that the said mortgage expressly provides that in case of foreclosure thereof, as often as any proceeding shall be taken to foreclose the same, the party of the first part will pay to the plaintiff an attorney fee of 10% of the amount then due and the same shall be a further charge and lien upon the mortgaged premises, and the Court finds herein that this action is brought for foreclosure of said mortgage and that said attorney's fee and costs have become due and payable as set forth within the mortgage filed herein.

X.

WHEREFORE, the Court finds that the mortgage lien of the plaintiff, United States of America, is senior, paramount and superior to any and all claims of said defendants, and each of them, and the same shall be cancelled and set aside in this action.

THEREFORE, it is ORDERED, ADJUDGED and DECREED:

1. That the plaintiff, United States of America, have and is hereby given a judgment against the defendants, Tommy R. Sandefur and Mary Leah Sandefur, jointly or severally, in the sum of \$9,000.00, plus interest at the rate of  $5\frac{1}{2}\%$  per annum from January 1, 1965, until paid, together with abstracting cost and attorney's fees in the amount of 10% of the amount due and owing by the defendants and for the sum of \$45.50 as cost of care and preservation of the property described in aforesaid mortgage and all costs of this action and of the foreclosure sale.

2. That the mortgage lien on the real estate hereinfore described and upon the improvements thereon be and the same as hereby established and decreed to be a first, prior and valid lien thereon, and that said mortgage lien should be and the same is hereby ordered foreclosed and ordered sold with appraisalment.

3. That in the event plaintiff's judgment, and the whole thereof, be not paid within ten days from the date hereof, an order of sale shall

issue directing the United States Marshal for the Northern District of Oklahoma, commanding him or his authorized agent to seize, levy upon, advertise, offer for sale and sell all of the hereinfore described real estate to the highest bidder for cash in hand and to apply the proceeds from such sale as follows:

- First: To the payment of all costs of this action and of the impending foreclosure sale.
- Second: To the payment and satisfaction of plaintiff's judgment in the amount of \$9,000.00 with interest at the rate of  $5\frac{1}{2}\%$  per annum from January 1, 1965, until paid. Abstracting expenses, attorney's fees, and the costs for the care and preservation of the property in the amounts above described included.
- Third: The residue, if any, to be paid into the Office of the Court Clerk to abide further orders of the Court.
- Fourth: That each and every defendant in this action be and they are forever barred, restrained and enjoined from ever hereafter setting up or asserting any right, title, interest or estate in, to the premises herein involved, or any part thereof, adverse to the right, title or interest of the plaintiff.

s/ Allen E. Barrow

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UNITED STATES DISTRICT JUDGE

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

W. P. BUXTON, JR.

Plaintiff,

-vs-

AMERICAN CENTRAL INSURANCE COMPANY, a  
foreign corporation,

Defendant and Third-Party Plaintiff,

-vs-

D. W. JACKSON, an individual, d/b/a  
Jackson Insurance Agency,

Third-Party Defendant

No. 6395  
Civil

FILED

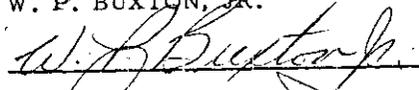
AUG 31 1966

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

MOTION AND STIPULATION FOR DISMISSAL

IT IS HEREBY stipulated that the above-  
entitled action may be dismissed with prejudice, each party to bear  
their own costs, all issues having been compromised and settled.

W. P. BUXTON, JR.



AMERICAN CENTRAL INSURANCE COMPANY

By: 

D. W. JACKSON



O R D E R

It is ordered that the above styled and numbered cause be and  
it is dismissed with prejudice upon stipulation of parties.

  
U. S. District Judge

UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF OKLAHOMA

Betty Zornes, . . . Plaintiff, )  
 )  
vs. ) No. 6506  
 )  
LeRoy Baker, Slay Transportation )  
Company, Inc., and Travelers Insurance ) **FILED**  
Company, a Corporation, . . . Defendants. )

AUG 31 1966

ORDER

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

Now on this 30th day of August, 1966, counsel for plaintiff, Betty Zornes, and counsel for defendants, LeRoy Baker, Slay Transportation Company, Inc., and Travelers Insurance Company, a Corporation, appeared before the court and it being made to appear by the statements made by respective counsel that Travelers Insurance Company, a Corporation, was made a party to this action through inadvertence and mistake, and it further appearing to the court, from the statements of counsel, that Travelers Indemnity Company should have been made party defendant herein instead of Travelers Insurance Company, It is therefore upon the stipulation of the parties hereto ordered this cause be, and the same is dismissed as to Travelers Insurance Company, a Corporation, and Travelers Indemnity Company is hereby ordered made a party defendant herein.

Travelers Indemnity Company then, through its counsel, in open court entered its general appearance for said Travelers Indemnity Company. Said Travelers Indemnity Company is given ten (10) days from this date within which to file its answer herein.



  
\_\_\_\_\_  
U. S. District Judge