

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Fred T. Wasson,
vs.

Plaintiff,)

Civil No. 6463 ✓

John W. Gardner, Secretary of
the Department of Health,
Education and Welfare,

Defendant.)

FILED

SEP - 1 1966

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

O R D E R

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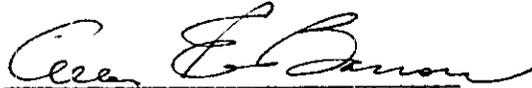
Now on this 1st day of September, 1966, the

Court has under consideration the motion of the defendant, Secretary of Health, Education and Welfare, to remand the case herein to the defendant for the purpose of hearing additional evidence, and

After being fully advised in the premises and after having studied the files and brief of counsel for the Government, the Court finds that good cause exists for the granting of said motion, and

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the defendant's motion be granted and the case remanded to the defendant for the purpose of taking additional evidence.

SO ORDERED:


UNITED STATES DISTRICT JUDGE

ksm

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

} SS

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

NOBLE C. HOOD, CLERK
BY M. Hamer
DEPUTY

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

Frank J. Hunter,

Plaintiff,

vs.

Missouri-Kansas-Texas Railroad
Company, a corporation, and
St. Louis-San Francisco Railway
Company, a corporation,

Defendants.

Case No. 6163 Civil

FILED

SEP - 2 1966

O R D E R

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

Pursuant to the Order of this Court filed herein on March 22, 1966, an evidentiary hearing was conducted on August 30, 1966 on the issue of fact joined herein by the plaintiff's Motion to Remand, said issue pertaining to the alleged fraudulent joinder as a defendant herein of the Missouri-Kansas-Texas Railroad Company, hereinafter called Katy Railroad, by the plaintiff alleging that he was, at the time of his injury involved herein, an employee of the Katy Railroad and entitled to proceed against it in this case under the Federal Employers Liability Act, hereinafter called FELA. 45 U. S. C. 51-60.

In the aforementioned order of this Court, it was determined that the plaintiff in this case has brought suit against the Katy Railroad under the FELA and against the other defendant, the St. Louis-San Francisco Railway Company, hereafter called Frisco Railway, on a non-FELA claim. A single injury to the plaintiff is involved. The Court in said order further determined that under these conditions, the FELA claim, having been filed in a state court, was not removable nor was the case removable by reason of a FELA claim being joined with a non-FELA claim against the other defendant, Frisco Railway. Both defendants, however, in connection with their removal and the motion to remand, have asserted that the plaintiff has fraudulently joined the Katy Railroad as a

defendant under a FELA cause of action claiming that he was an employee of the Katy Railroad when he was injured when in fact, such is not true, and said joinder, under a FELA claim, was made by the plaintiff for the purpose of preventing the removal of the case against the other defendant, the Frisco Railway, to the Federal Court.

From the evidentiary hearing conducted on the fraudulent joinder issue, the Court finds from the evidence, as follows:

The plaintiff was in the general employment of the Halliburton Oil Well Cementing Company, hereafter called Halliburton, at Cushing, Oklahoma, and has been for approximately 16 years. He is still employed by Halliburton. His assigned work was the unloading of materials at the Halliburton plant at Cushing. The plaintiff was and is paid by Halliburton as an employee. A railroad spur of the defendant Katy Railroad, serves the Halliburton plant and in connection with the injury involved herein, Katy Railroad had spotted a hopper car loaded with bulk cement for unloading at the Halliburton plant. This car was spotted by Katy Railroad on September 9, 1963. The plaintiff Hunter as an employee of Halliburton and as a part of his duties was to unload this and similar railroad cars. Halliburton furnished the plaintiff with a winch and a winch line with which to move spotted railroad cars at the unloading point, either when the cars were completely unloaded or to move the hopper cars as necessary, so that each compartment would be situated over the auger used in the unloading of bulk cement from the cars. It appears that on September 11, 1963, while engaged in unloading and moving the car spotted by Katy Railroad on September 9, 1963, plaintiff Hunter suffered an accident.

The Court further finds from the evidence that the defendant Katy Railroad did not unload the car in question at the Halliburton plant and had never unloaded any such cars at the Halliburton plant; that according to the applicable tariffs imposed on the railroad industry, Katy Railroad, for the car in question

made and collected charges fixed by the tariffs for the delivery of the car without the Katy Railroad unloading the same. A larger charge was required by the tariffs if Katy Railroad unloaded the car.

The Court further finds that defendant Katy Railroad had no connection with the railroad car involved from the time it spotted the car at the Halliburton plant on September 9, 1963, until September 12, 1963, when pursuant to a call from Halliburton they went to the Halliburton spur and rerailed the car, the same having previously been derailed on the Halliburton spur not due to any action on the part of Katy Railroad.

The Court further finds from the evidence that the plaintiff Hunter was never employed by the Katy Railroad, never received any pay from Katy Railroad, was never controlled by Katy Railroad and never received any instructions from Katy Railroad regarding the unloading of the car in question. Further, that Katy Railroad had no contract with Halliburton regarding instructions to Halliburton employees for the unloading of railroad cars; that no formal instructions were ever given by Katy Railroad and the most that ever occurred may have been some informal advice by an employee of the Katy Railroad to some of the Halliburton employees, including the plaintiff, about the moving of the cars and the handling of brakes and couplers. The Court further finds from the evidence that the plaintiff was not a loaned servant from Halliburton to Katy Railroad. 1 A. L. R. 2d. 302.

The plaintiff testified that he had worked for Halliburton for 16 years and was paid by Halliburton; that he had only Halliburton supervisors; that nobody really instructed him on how to move railroad cars; that he moved the same using a winch and line furnished by Halliburton. It also appears from the evidence that the plaintiff Hunter filed a claim against Halliburton

in the Oklahoma State Industrial Court involving this injury in which over his signature he stated that he, at the time of the injury involved herein, was an employee of Halliburton.

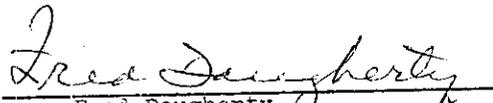
From the foregoing factual findings made by the Court, the Court concludes that the plaintiff Hunter was not in the employment of the Katy Railroad at the time of his injury when moving the railroad car involved, or at any other time, so as to render the Katy Railroad liable under the Federal Employers Liability Act. Dochoney v. Pennsylvania R. Company (Third Cir. 1932), 60 F. 2d 808, cert. denied 287 U. S. 665, 53 S. Ct. 222, 77 L. Ed. 573, 1 A. L. R. 2d, 302. The Court further concludes that in these circumstances, the joinder of Katy Railroad as a defendant by the plaintiff under the FELA based on the claim of the plaintiff that he was, at the time of his injury, an employee of the Katy Railroad is deemed wholly unsupported by the facts and law and is a fraudulent joinder made without merit or justification but for the purpose of preventing the removal of the case against Frisco Railway to Federal Court. Dodd v. Fawcett Publications, Inc. (Tenth Cir. 1964) 329 F 2d, 82; McLeod v. Cities Service Gas Company (Tenth Cir. 1956) 233 F 2d, 242.

As a consequence, from the foregoing findings and conclusions, the cause of action of the plaintiff as alleged against the defendant Katy Railroad should be dismissed for failure of same to support a claim against the defendant Katy Railroad upon which relief may be granted; that the Motion to Remand filed herein by the plaintiff should be denied and the case retained by this Court as to the issues joined between the plaintiff and defendant Frisco Railway, this cause of action being properly removed to Federal Court with the joinder of the Katy Railroad as a defendant being found fraudulent as aforesaid.

Accordingly, the plaintiff's FELA cause of action against the defendant Missouri-Kansas-Texas Railroad Company is dismissed

as a fraudulent joinder herein as aforesaid, and the plaintiff's Motion to Remand is denied . The cause between the plaintiff and the defendant Frisco Railway is placed on the pre-trial list.

Dated this 2 day of September, 1966.


Fred Daugherty
United States District Judge

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

B. HAYDEN CRAWFORD, as Trustee in Bankruptcy)
of Flint Construction Company, Inc., Bankrupt,)
)
Plaintiff,)
)
-vs-)
)
)
)
DELANE SINOR,)
)
Defendant.)

No. 6429

FILED

SEP - 2 1966

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

DISMISSAL WITH PREJUDICE

COMES NOW the plaintiff, B. Hayden Crawford, as Trustee in
Bankruptcy of Flint Construction Company, Inc., and dismisses the
above-captioned matter with prejudice at costs of the plaintiff.

B. HAYDEN CRAWFORD, as Trustee in
Bankruptcy of Flint Construction
Company, Inc., Bankrupt, Plaintiff

BY: _____
Glenn F. Prichard
Attorney for Trustee

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

District Judge

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

B. HAYDEN CRAWFORD, as Trustee in Bankruptcy
of Flint Construction Company, Inc., Bankrupt,

Plaintiff,

-vs-

SINOR BROTHERS CONSTRUCTION COMPANY,
a co-partnership,

Defendant.

No. 6431

FILED

SEP - 2 1966

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

DISMISSAL WITH PREJUDICE

COMES NOW the plaintiff, B. Hayden Crawford, as Trustee in
Bankruptcy of Flint Construction Company, Inc., and dismisses the
above-captioned matter with prejudice at costs of the plaintiff.

B. HAYDEN CRAWFORD, as Trustee in
Bankruptcy of Flint Construction
Company, Inc., Bankrupt, Plaintiff

BY: _____

Glenn F. Prichard
Attorney for Trustee

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

District Judge

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

B. HAYDEN CRAWFORD, as Trustee in Bankruptcy)
of Flint Construction Company, Inc., Bankrupt,)
Plaintiff,)
-vs-)
L. C. SINOR,)
Defendant.)

No. 6432

FILED

SEP -2 1966

DISMISSAL WITH PREJUDICE

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

COMES NOW the plaintiff, B. Hayden Crawford, as Trustee in
Bankruptcy of Flint Construction Company, Inc., and dismisses the
above-captioned matter with prejudice at costs of the plaintiff.

B. HAYDEN CRAWFORD, as Trustee in
Bankruptcy of Flint Construction
Company, Inc., Bankrupt, Plaintiff

BY: _____
Glenn F. Prichard
Attorney for Trustee

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

District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

302.78 Acres of Land, More or Less,
Situate in Nowata County, Oklahoma,
and R. R. Faulkner, et al, and
Unknown Owners,

Defendants.)

CIVIL ACTION NO. 4868

Tract No. P-1653

FILED

SEP - 6 1966

SUPPLEMENTAL JUDGMENT

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

(Supplementing Judgment filed on May 6, 1964)

On the 25th day of August 1966, this matter came on for hearing before the Honorable Allen E. Barrow, Judge, United States District Court for the Northern District of Oklahoma, on the motion of Glenn H. Chappell to amend the Judgment filed herein on May 6, 1964. The defendants, Glenn H. Chappell and Charles W. Davidson, were present in person. The plaintiff, United States of America, was represented by Hubert A. Marlow, Assistant United States Attorney for the Northern District of Oklahoma. Having heard the testimony of Brook Tarbel and argument of counsel and being fully advised in the premises, the Court finds and concludes that:

1.

Glenn H. Chappell has received no part of the money deposited for Tract No. P-1653, in this case, and, therefore, paragraph 12 of the Judgment filed herein on May 6, 1964, is incorrect and should be vacated and set aside.

2.

The total award of just compensation, as fixed by the Judgment filed herein on May 6, 1964, in the amount of \$1600.00, should be allocated as follows:

To Glenn H. Chappell for lessor interest ---- \$700.00

To Charles W. Davidson for equipment,

\$600.00, and for oil and gas leasehold

interest \$300.00, making a total of ----- \$900.00

3.

No part of the award allocated to Glenn H. Chappell has been paid; therefore, his full share of the award, in the amount of \$700.00, should be paid to him.

4.

The present balance of the deposit for Tract No. P-1653 is \$850.00 so it will not be necessary for the plaintiff to make any additional deposit for this tract.

5.

There has been disbursed from the deposit of estimated compensation, to Mr. Charles W. Davidson, the sum of \$1775.00, which amounts to \$875.00 more than his allocated share of the award. However, the withdrawal was made in good faith by Mr. Davidson and the resulting overpayment was through no fault of his. It would be unconscionable for the Government, who placed this defendant in the position which resulted in the overpayment, to require its full repayment. Therefore, the sum to be refunded should be reduced to \$500.00, and the plaintiff should have judgment against Mr. Davidson in that amount.

6.

Since the amount of refund due from Mr. Davidson is smaller than anticipated when the Judgment of May 6, 1964, was filed, the sum set forth in paragraph 14 of such Judgment is incorrect. Therefore paragraph 14 should be deleted from such Judgment and appropriate Orders of Distribution should be entered after receipt of the required refund.

It Is, Therefore, ORDERED, ADJUDGED AND DECREED that:

1. Paragraphs 12 and 14 of the Judgment filed herein on May 6, 1964, are deleted therefrom, vacated and set aside.

2. The award of just compensation for Tract No. P-1653 is allocated as set forth in paragraph 2 of the findings above.

3. The Clerk of this Court shall disburse from the balance on deposit for Tract No. P-1653, in this civil action, to Glenn H. Chappell the sum of \$700.00

4. The plaintiff, United States of America, shall have judgment against the defendant, Charles W. Davidson, in the amount of \$500.00. Payment of this judgment shall be made by Mr. Davidson by his delivery to the United States Attorney at Room 335, Federal Building, Tulsa, Oklahoma, his check or money order, or cashier's check, made payable to Treasurer of the United States of America.

ALLEN E. BARROW

UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow

HUBERT A. MARLOW
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Alphonzo Williams, et al,

Defendants.)

Civil Action No. 6008

FILED

SEP 12 1966

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

ORDER AMENDING DEFAULT JUDGMENT

This matter comes on to be heard on oral motion of the plaintiff, United States of America, to amend and correct the Default Judgment entered herein by the Clerk of this Court on June 20, 1966, to reduce the liability of the defendant, Alphonzo Williams.

The Court being fully advised finds that the Default Judgment heretofore entered by the Clerk should be amended and corrected to reduce the liability of the defendant, Alphonzo Williams, to the plaintiff.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Default Judgment entered herein on June 20, 1966, by the Clerk of the United States District Court for the Northern District of Oklahoma is amended and corrected by substituting the following paragraph for the last paragraph of said Default Judgment:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the plaintiff recover of the defendant the amount prayed for in the sum of \$1,054,170.10, with interest on the sum of \$891,134.85 at the rate of \$122.62 per day from and after July 20, 1966, until paid and the cost of this action.

Dated this 2^d day of September 1966.

/s/ Fred Daugherty

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Sam E. Taylor

SAM E. TAYLOR
Assistant U. S. Attorney

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

GENERAL ADJUSTMENT BUREAU,
INC., a Corporation,

Plaintiff,

vs.

GENERAL INSURANCE ADJUSTMENT COM-
PANY, a Corporation,

Defendant.

No. 6280

FILED

SEP 16 1966

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

J U D G M E N T

This cause came on for trial before the undersigned
Judge at Tulsa, Oklahoma, on the 10 day of July,
1966. Plaintiff was represented by Walter D. Hanson, of the
firm of Hanson, Fisher, Smiley, Peterson, Milton & Tompkins,
Attorneys of Oklahoma City, Oklahoma, and the defendant was
represented by Jack E. Hays, of the firm of Gable, Gotsalis,
Hays, Rubin & Fox, Attorneys of Tulsa, Oklahoma.

The parties made their respective statements to the
Court and the plaintiff offered its evidence and rested, and
the defendant thereupon offered its evidence and rested, and
the Court, having carefully considered all of the evidence, the
statements and arguments of counsel, and a careful study of the
briefs of the respective parties, and based upon the Opinion
filed in this cause this date, and the findings and conclusions
therein contained, it is

THE JUDGMENT, ORDER AND DECREE OF THIS COURT that
judgment be entered in favor of the defendant, General Insur-
ance Adjustment Company, a corporation, and against the plain-
tiff, General Adjustment Bureau, Inc., a corporation.

Costs are ordered charged against the plaintiff.

DATED this 15th day of September, 1966.

(5) Luther Bohannon
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT **FILED**

FOR THE

NORTHERN DISTRICT OF OKLAHOMA SEP - 6 1966

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

Roy C. Kelley

vs

Tulsa Youth for Christ,
a corporation, and James R. Whitby

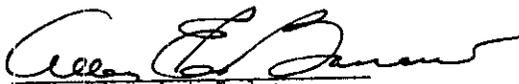
Civil Action
No. 6355

ORDER OF DISMISSAL

This cause came on for pre-trial hearing before the Court, pursuant to regular setting and notice to parties; the plaintiff not being present nor represented by counsel, and the defendant not being represented by counsel,

IT IS ORDERED by the court that this action be and it is hereby dismissed for failure to prosecute.

Dated at Tulsa, Oklahoma this 6th day of September, 1966.


U.S. District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Richard Clarence Gindt,
Petitioner,
vs.
United States of America,
Respondent.

Civil No. 6522

FILED

SEP - 6 1966

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

ORDER

This matter coming on before me, the undersigned Judge, this 2nd day of September, 1966, upon the motion made pursuant to 28 U.S.C. 2255 filed in behalf of petitioner, Richard Clarence Gindt, by and through his attorney, Robert Brown. The petitioner appearing in person and represented by Robert Brown, attorney, and the respondent, United States of America, being represented by Lawrence A. McSoud, Assistant United States Attorney, whereupon the Court having heard the testimony of the petitioner representing that he entered pleas of guilty to counts within the indictment in Criminal Case No. 14304, within this Court, knowingly, understandingly and without promise, force or threat, whereupon the Court further finds that counsel representing the petitioner affirms the statement of the petitioner regarding his having entered pleas of guilty to the counts within the criminal case above described, knowingly and understandingly, without force, fear or threat.

Thereupon the Court finds the petitioner, by and through his attorney, moves the Court to dismiss the 2255 motion filed herein.

Wherefore, IT IS ORDERED that the motion of the petitioner, Richard Clarence Gindt, filed herein should be and is hereby dismissed.



UNITED STATES DISTRICT JUDGE

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

PAWBUKA INDEPENDENT SCHOOL
DISTRICT NUMBER TWO, OSAGE
COUNTY, OKLAHOMA,

Defendant.

)
)
) Civil Action No. 6305
)
)
)
)
)
)

FILED

SEP 14 1966

J U D G M E N T

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

There is no dispute about the facts in this case; the only question is one of law. The parties on August 26, 1966, filed a Stipulation of Facts, which the Court finds is true and correct and adopts the same as the Court's Findings.

Both parties have moved for summary judgment, and on August 29, 1966, the case was called for oral arguments, and the parties appeared by their respective attorneys and submitted the case to the Court upon the Stipulation of Facts and Briefs.

The Court has carefully examined the file in this case and the Briefs submitted by the parties, and upon due consideration thereof, it is

THE JUDGMENT, ORDER, AND DECREE OF THIS COURT that the Motion for Summary Judgment filed in this cause by the defendant, Pawbuka Independent School District Number Two, Osage County, Oklahoma, should be, and the same is hereby sustained, and the Motion for Summary Judgment filed by United States of America is denied. IT IS THE FURTHER ORDER OF THIS COURT that this cause should be, and the same is hereby dismissed.

DATED this 14th day of September, 1966.

(s) Luther Bohannon
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Chester Turner and Dorothy Ann Turner,
husband and wife,

Defendants.

CIVIL NO. 6455

FILED

SEP 14 1966

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

J U D G M E N T

On this 7th day of September, 1966, the above-entitled matter coming on for pre-trial hearing and the Court being advised that the parties, through their counsel, have heretofore agreed and stipulated that judgment in favor of the plaintiff and against the defendants should be entered herein. The Court, having reviewed the files, finds that this is a suit based upon a mortgage note and foreclosure on a real property mortgage securing said mortgage note and that the real property described in said mortgage is located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma.

The Court further finds that the material allegations of the plaintiff's Complaint filed herein are true; that on October 29, 1963, the defendants, Chester Turner and Dorothy Ann Turner, husband and wife, executed and delivered their mortgage note in favor of J. S. Gleason, Jr., as Administrator of Veterans' Affairs and his successors in such office and assigns, for the sum of \$9,100.00 with interest thereon at the rate of 5 $\frac{1}{2}$ % per annum.

That the defendants have defaulted upon said note by reason of their failure to make the monthly installment due thereon on August 1, 1965, which default has continued.

It is further found that the said defendants, in order to secure the prompt and punctual payment of said note, executed and delivered a mortgage of even date with said note in favor of J. S. Gleason, Jr., as Administrator of Veterans' Affairs, his successors in such office and assigns, which mortgage covers property located within the Northern Judicial District of Oklahoma.

It further appears and the Court does find that by reason of the aforesaid default of the defendants under the terms of the above-described note and mortgage, the defendants are now indebted to the plaintiff and there is now due to the plaintiff from the defendants the sum of \$8,981.27, with interest thereon at the rate of 5 $\frac{1}{2}$ % per annum from August 1, 1965, until paid, together with the sum of \$32.50 as the cost of preservation of the security with interest thereon at the rate of 6% per annum, plus the cost of this action.

The Court further finds that plaintiff has a first and prior lien on the real property described in the Complaint and the mortgage herein as security for the payment of the aforesaid indebtedness, interest and cost.

The Court further finds that the defendant, Chester Turner, has heretofore filed his petition in bankruptcy and been adjudicated a bankrupt on the 31st day of January 1966, in which matter the above debt was scheduled and, thereafter, on June 2, 1966, the defendant Chester Turner's debt to plaintiff was discharged therein.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** by the Court that the plaintiff, United States of America, have and recover from the defendant, Chester Turner, judgment in rem, and against the defendant, Dorothy Ann Turner, judgment in personam, for the sum of \$8,981.27, with interest thereon at the rate of 5 $\frac{1}{2}$ % per annum from August 1, 1965, until paid, together with the sum of \$32.50 as the cost of preservation of the security with interest thereon at the rate of 6% per annum, and for the cost of this action, accrued and accruing.

It further appearing to the Court that the plaintiff elects, under the terms of its mortgage, to have the real property therein described sold with appraisalment, such election is hereby approved, and

It is further **ORDERED, ADJUDGED AND DECREED** that upon failure of the defendants, Chester Turner and Dorothy Ann Turner, to satisfy the Judgment of the plaintiff, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisalment the following described property, to-wit:

Lot Seven (7), Block Ten (10), SUBURBAN ACRES THIRD
ADDITION to the City of Tulsa, Tulsa County, Oklahoma,
according to the recorded plat thereof,

and to apply the proceeds therefrom as follows:

1. In payment of the cost of the sale and of this action.
2. In payment of the plaintiff's judgment in the aforesaid amount.
3. The residue, if any, to be paid to the Clerk of this Court to await further order of the court.

If the amount derived from the sale is insufficient to satisfy the Judgment, interest and cost of the plaintiff against the defendant, Dorothy Ann Turner, then execution shall issue against the defendant, Dorothy Ann Turner, for the remainder unpaid.

It Is Further ORDERED AND ADJUDGED by this Court that from and after the sale of the real property by virtue of this Judgment and decree, the defendant and each of them, and all persons claiming under them since the filing of the complaint herein be and they are hereby forever barred and foreclosed of any and every lien upon right, title or interest, or equity, in and to the real estate heretofore described, or any part thereof.

s/ Allen E. Barrow

ALLEN E. BARROW
UNITED STATES DISTRICT JUDGE

APPROVED:

s/ Don L. Gilder

DON L. GILDER
Attorney for Defendants

s/ Sam E. Taylor

SAM E. TAYLOR
Assistant U. S. Attorney

IN THE UNITED STATES DISTRICT COURT

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

THE UNITED STATES OF AMERICA FOR THE :
USE OF NELSON ELECTRIC SUPPLY COMPANY :
a corporation :

Plaintiff :

VS :

EDDIE WOLD, a sole trader, d/b/a VIKING :
ELECTRIC COMPANY; CHARLES H. BERRY, GEN- :
ERAL CONTRACTOR, INC., a corporation; and :
AMERICAN EMPLOYERS INSURANCE COMPANY, a :
corporation :

CIVIL ACTION NO. 6301

FILED

SEP 15 1966

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

FINAL JUDGMENT

Plaintiff, NELSON ELECTRIC SUPPLY COMPANY, a corporation, by its complaint duly filed and served herein, having brought an action against Defendants for a money judgment for materials furnished a sub-contractor by a supplier on the prime contractor's bond under 40 U.S.C.A. Section 270 (a) and 270 (c), commonly known as the Miller Act, and Plaintiff and Defendants having agreed upon the entry of this final judgment:

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Defendant, CHARLES H. BERRY, GENERAL CONTRACTOR, INC., shall pay to Plaintiff, NELSON ELECTRIC SUPPLY COMPANY, the sum of \$3,652.35 for materials furnished to Defendant, EDDIE WOLD, on the Approach Lighting System project at the Tulsa International Airport, Tulsa, Oklahoma, and upon payment of said sum, Defendant, CHARLES H. BERRY, GENERAL CONTRACTOR, INC., shall be discharged with its costs.

2. Plaintiff shall take nothing against Defendant, AMERICAN EMPLOYERS INSURANCE CORPORATION, and Defendant, AMERICAN EMPLOYERS INSURANCE CORPORATION, is hereby discharged with its costs.

3. Plaintiff shall take nothing against EDDIE WOLD, a sole

trader, d/b/a VIKING ELECTRIC COMPANY, and Defendant, EDDIE WOLD, a sole trader, d/b/a VIKING ELECTRIC COMPANY is hereby discharged with its costs.

4. Plaintiff shall take nothing against Defendant, CHARLES H. BERRY, GENERAL CONTRACTOR, INC., other than as hereinabove specified.

5. All cost of this cause shall be taxed against Plaintiff, NELSON ELECTRIC SUPPLY COMPANY.

Signed and entered this ____ day of _____, A.D., 1966.

JUDGE

AGREED TO AND APPROVED:

PINKERTON and PINKERTON

By: Carl Pinkerton
Carl Pinkerton
National Bank of Commerce Bldg.
Tulsa, Oklahoma
Attorney for Plaintiff
Nelson Electric Supply Company

TUCHIN & WEIR

By: Herbert L. Tuchin
Herbert L. Tuchin
705 Commerce Building
Fort Worth, Texas
Attorney for Defendants
Charles H. Berry, General Contractor, Inc.
and American Employers Insurance Corporation

JACK RAY

By: Jack Ray
Jack Ray
19th Floor Commerce Building
Fort Worth, Texas
Attorney for Defendant
Eddie Wold, a sole trader, d/b/a
Viking Electric Company

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

SAMUEL MERLE DOTY,

Plaintiff,

-vs-

OTIS ELEVATOR COMPANY,
A Foreign Corporation,

Defendant.

NO. 6453

FILED

SEP 16 1966

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

ORDER GRANTING PLAINTIFF TO DISMISS WITHOUT PREJUDICE

This cause comes on to be heard upon the plaintiff's Application to Dismiss the above captioned cause without prejudice and upon the stipulation that should the plaintiff re-file said action, that the same shall be filed against Otis Elevator Company, only, with the express stipulation that no local defendant shall be joined in said action and the defendant, upon such stipulation, agrees that said action may be dismissed without prejudice.

IT IS THEREFORE ORDERED that leave be, and is hereby given to the plaintiff to dismiss the above captioned cause this 16 day of Sept, 1966.

Leed J. J. J.
United States District Judge

APPROVED AS TO FORM:

Dennis J. Downing
Dennis J. Downing, Attorney for Plaintiff

Alfred E. Knight
Alfred E. Knight, Attorney for Defendant

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

Robert A. Whitebird, et al.,)
)
 Plaintiffs,)
)
 -vs-)
)
 The Eagle-Picher Company,)
)
 Defendant.)

No. 5929

FILED

SEP 20 1966

Pearl Crawfish Peery, et al.,)
)
 Plaintiffs,)
)
 -vs-)
)
 The Eagle-Picher Company,)
)
 Defendant.)

NOBLE C. HOOD
Clerk, U. S. District Court
No. 6266 *M*

Ida Louise McQuillin Killough,)
)
 Plaintiff,)
)
 -vs-)
)
 The Eagle-Picher Company,)
)
 Defendant.)

No. 6267 ✓

(Consolidated for Trial.)

J U D G M E N T

The above entitled actions having first been consolidated for trial by Order of the Court, came on for trial before the Court, the Honorable Fred Daugherty, United States District Judge, presiding, and the issues having been duly tried, and Findings of Fact and Conclusions of Law having been entered and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the Plaintiffs take nothing, but the actions be dismissed on the merits, and that the Defendant, The Eagle-Picher Company, recover of the Plaintiffs its costs of action.

Dated this 20th day of September, 1966.

Fred Daugherty
United States District Judge

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

UNITED STATES OF AMERICA,

Plaintant,

vs.

ONE 1962 FORD PICK-UP TRUCK,
SERIAL NO. F10GG211130, ITS
TOOLS AND APPURTENANCES,

Respondent.

Civil No. 6419

FILED

SEP 22 1966

ORDER DISCHARGING AND DIRECTING DELIVERY
OF TRUCK TO THE ATOKA STATE BANK, A
CORPORATION

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

Now on this the 14th day of September, 1966, this cause coming on for final disposition on this date after pre-trial hearing, which was had on the 7th day of September, 1966, and at said hearing the Court finds that The Atoka State Bank was an innocent purchaser for value, without notice; that the said 1962 one-half ton Ford Pick-Up Truck, Serial No. F10GG211130, was owned by Clara Marley, who has no record of ever having been engaged in the unlawful traffic, manufacture, sale, or possession of intoxicating liquor, or that she has ever been charged with a crime against the Government pertaining to the violation of the Internal Revenue Law in any respect; and that said Ford Pick-Up Truck is not subject to condemnation or forfeiture.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that said 1962 one-half ton Ford Pick-Up Truck, Serial No. F10GG211130, be delivered to The Atoka State Bank, its agent or employee who presents to the custodian a certified copy of this Order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Government of the United States pay the storage charges against said vehicle above described and that the bond made by Clara Marley is hereby exonerated and discharged.



Noble C. Hood
Judge

O. K.

John M. Imel, United States District Attorney

By 

Assistant United States District Attorney

O. K.



S. S. Lawrence, Attorney for Claimant

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

PATRICIA COOPER, a Minor, by
and through her Next Friend and
Father, HENRY COOPER,

Plaintiff,

-vs-

CAROL JOY LITTLEFIELD and
DENNIS K. LITTLEFIELD,

Defendants.

NO. 6436

FILED

SEP 22 1966

NOBLE C. HOOD
JOURNAL ENTRY OF JUDGMENT Clerk, U. S. District Court

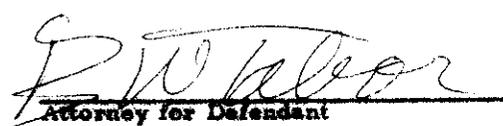
This cause came on to be heard this 22 day of September, 1966,
plaintiff appearing in person and by his attorneys, Lewis F. Grayson and Palmer,
Shepherd, Maner & Armstrong by Robert L. Shepherd, the defendant appearing
by their attorneys, Rucker & Tabor by B. W. Tabor, and both parties announcing
ready for trial and a jury being waived, evidence was introduced, and the Court
being fully advised on consideration finds that plaintiff has sustained the allegations
of his petition and is entitled to judgment accordingly.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court
that the plaintiff have and recover of said defendants the sum of \$3,850.00, and
for his costs herein expended.


JUDGE

APPROVED AS TO FORM:


Attorney for Plaintiff


Attorney for Defendant

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

INTERSTATE COMMERCE COMMISSION,
Plaintiff,

v.

C. RAMPY TRUCKING CO., INC.,
a corporation,
JAMES O. LAWRENCE and L. H. BUSCH,
Defendants.

CIVIL ACTION NO. 6324

FILED

SEP 22 1966

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

~~RECORDED~~

This cause having come on for consideration and the court after considering the pleadings, the submitted consent of defendants C. Rampy Trucking Co., Inc. and L. H. Busch, the representations of facts of the parties hereto and having made and filed its Findings of Fact and Conclusions of Law herein;

And it appearing the defendant C. Rampy Trucking Co., Inc., under the management of L. H. Busch, has engaged in the transportation of so-called oil field equipment and supplies as a motor common carrier over public highways, for compensation, from points in Oklahoma to points in Louisiana without holding the required territorial authority from the Interstate Commerce Commission to serve Louisiana;

And it further appearing that defendant C. Rampy Trucking Co., Inc., under the control and management of L. H. Busch, has engaged in the transportation of

prefabricated steel tanks with accessories, structural steel with accessories, steel panels, tanks and heat exchangers with accessories, which commodities when so transported were not intended for use in the oil, natural gas or pipe line industries, as a motor common carrier over public highways, for compensation, without holding the required authority from the Interstate Commerce Commission to transport such commodities when their use was not intended in such industries;

And it further appearing likely that said defendants will continue such practices unless restrained;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that defendants G. Emy Trucking Co., Inc. and L. M. Busch, their agents, employees and representatives, and all persons, firms, and corporations acting by or under their direction and authority or in active concert or participation with them be permanently enjoined and restrained as follows:

(a) From transporting property, including materials, equipment and supplies used in the oil, natural gas and pipe line industries, as a common or contract carrier by motor vehicle, for compensation, in interstate commerce between, to or from points in Louisiana, or any other state for which defendant G. Emy Trucking Co., Inc. does not hold authority from the Interstate Commerce Commission to carry and (b) From transporting prefabricated steel tanks, structural steel, steel panels, tanks and heat exchangers and accessories in connection with said commodities when such commodities are not intended for use in the oil, natural gas or pipe line industries, as a common or contract carrier

by motor vehicle in interstate or foreign commerce, for compensation, between any points or places in the United States; unless and until such time, if at all, as there is in force with respect to said defendants, or either of them, a certificate of public convenience and necessity or a permit or other appropriate form of authority authorizing them to engage in such operations in accordance with the provisions of the Interstate Commerce Act.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the cause be dismissed as to defendant James G. Lawson.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendants pay the costs incurred in this suit except that no attorney's docket fee is to be taxed.

Signed this 22nd day of September, 1966.

Allen E. Barrow
~~ALLEN E. BARROW~~

The entry of the foregoing is hereby consented to:

L. M. Busch

Rufus H. Lawson, Att. for Defendants

INTERSTATE COMMERCE COMMISSION

By William W. Guild
William W. Guild
Attorney
Room 9427 Federal Building
819 Taylor Street
Fort Worth, Texas

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

W. WILLARD WITZ, Secretary
of Labor, UNITED STATES
DEPARTMENT OF LABOR,

Plaintiff,

vs.

UNIVERSAL ADVERTISING SERVICE,

Defendant.

No. 6369 Civil
FILED

SEP 23 1966

J U D G M E N T

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

The Court did on the 22nd day of September, 1966,
file with the Clerk of this Court its Opinion in this case,
and based on said Opinion,

IT IS ORDERED, ADJUDGED AND DECREED that the
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, as amended
(29 U.S.C. 201, et seq.), hereinafter referred to as the Act,
in any of the following manners:

1. The defendant shall not, contrary to Sections
6 and 15(a)(2) of the Act, pay to any of its employees who,
in any work week is engaged in commerce, wages at a rate less
than \$1.25 an hour or at a rate less than any other minimum
rate which may be made applicable by amendment to the Act by
the United States Congress.

2. The defendant shall not, contrary to Sections
7 and 15(a)(2) of the Act, employ any of its employees who,
in any work week is engaged in commerce, for a work week
longer than forty (40) hours unless such employee receives
compensation for his employment in excess of forty (40) hours
at a rate not less than one and one-half times the regular
rate at which he is employed.

3. 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 Regulations issued, and from time to
time amended, pursuant to Section 11(c) of the Act, and found
in Title 29, Chapter V, Code of Federal Regulations, Part 516.

IT IS FURTHER ORDERED that the costs of this action be, and they hereby are, taxed against the defendant, for which execution may issue.

DATED this 22nd day of September, 1966.

(s) Arthur Bohannon
UNITED STATES DISTRICT JUDGE

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

The WESTERN and SOUTHERN LIFE)
INSURANCE COMPANY, a corporation,)
)
Plaintiff,)
)
vs.)
)
LOY A. OWENS, FRANKIE L. OWENS,)
ERNEST EDWIN McCOOL, ADELINE H.)
McCOOL, RAY HARPER, and RUBY)
DAVAULT,)
)
Defendants.)

No. 6435

FILED

SEP 23 1966

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

JOURNAL ENTRY OF JUDGMENT

NOW, on this 23 day of September, 1966, the above-entitled matter comes on for hearing, the plaintiff appearing by Wilbur J. Holleman, Jr., and the defendants not appearing and being in default; and it appearing that this suit is based upon a note and for foreclosure of a real estate mortgage, securing said note and it further appearing that the real property described in the aforesaid mortgage is located in Tulsa County, Oklahoma, and within the Northern Judicial District of Oklahoma; and

The court being fully advised herein finds that the material allegations of plaintiff's complaint are true and correct;

That the defendants, Ernest Edwin McCool and Adeline H. McCool did on March 26, 1964, execute and deliver their note in the sum of \$17,000.00 secured by a mortgage on real property covering the hereinafter described property to Hall Investment Company which on October 16, 1964, assigned the said note and mortgage to the plaintiff, The Western and Southern Life Insurance Company, a corporation; that the defendants Ernest Edwin McCool and Adeline H. McCool on April 8, 1965, conveyed by General Warranty Deed all their interest in said property to Loy A. Owens and Frankie L. Owens, husband and wife, as joint tenants and not as tenants in common and that the defendants

Loy A. Owens and Frankie L. Owens did in such deed take subject to the real estate mortgage of the plaintiff and assumed same and agreed to pay the balance thereon; that the defendants, Loy A. Owens and Frankie L. Owens defaulted upon the note and mortgage and that they and their predecessors in interest, Ernest Edwin McCool and Adeline H. McCool, failed to make the payment due on November 1, 1965, prior to the due date of the next maturing installment;

That the defendants, Loy A. Owens and Frankie L. Owens on April 8, 1965, executed and delivered to the defendants, Ray Harper and Ruby Davault a note in the sum of \$1,295.00 secured by a real estate mortgage on the property hereinafter described;

That there is due from the defendants, Loy A. Owens and Frankie L. Owens, Ernest Edwin McCool and Adeline H. McCool to the plaintiff, The Western and Southern Life Insurance Company, a corporation, by virtue of the aforesaid note the sum of \$16,633.13 as unpaid principal with interest thereon at the rate of 5 $\frac{1}{4}$ % from September 1, 1966, until paid, plus the sum of \$795.30 as accrued interest thereon from date of default to September 1, 1966, together with an attorney's fee of \$1,663.31 as provided in said note, abstract cost of \$26.00 and cost of this action;

That the mortgage of the defendants, Ray Harper and Ruby Davault on the hereinafter described real property is junior and inferior to the mortgage of the plaintiff.

WHEREFORE, plaintiff, The Western and Southern Life Insurance Company, a corporation, is entitled to a judgment against the defendants, Ernest Edwin McCool and Adeline H. McCool who were personally served with process but did not answer or otherwise appear, for the sum of \$16,633.13 as unpaid principal with interest thereon at the rate of 5 $\frac{1}{4}$ % from September 1, 1966, until paid, plus the sum of \$795.30 as accrued interest thereon from date of default to September 1, 1966, together with an attorney's fee of \$1,663.31 as provided in said note, abstract cost of \$26.00 and cost of this action.

The court further finds that by virtue of its real estate mortgage upon the following described property:

Lot Twenty One (21), in Block Two (2), in Mesa Park, an addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof;

The plaintiff has a first and prior lien upon same as security for the payment of its note;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, The Western and Southern Life Insurance Company, a corporation, have judgment against the defendants Ernest Edwin McCool and Adeline H. McCool for the sum of \$16,633.13 as the unpaid principal upon said note with interest thereon at the rate of 5 $\frac{1}{4}$ % per annum from September 1, 1966, until paid, plus the sum of \$795.30 for accrued interest thereon from date of default to September 1, 1966, together with an attorney's fee of \$1,663.31 as provided in said note, abstract cost of \$26.00 and the cost of this action accrued and accruing; and that plaintiff have further judgment foreclosing its aforesaid real estate mortgage.

It further appearing that the real estate mortgage of the plaintiff, The Western and Southern Life Insurance Company, a corporation, contains the words, "For value received, the Party of the First Part hereby expressly waives all benefits of all homestead and exemption laws; and appraisal of said premises is expressly waived or not waived at the option of Mortgagee, such option to be exercised at the time judgment is rendered in any foreclosure herein."

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that in the event the defendants, Ernest Edwin McCool, Adeline H. McCool, Loy A. Owens and Frankie L. Owens fail for six months from the date of this judgment to pay the plaintiff the aforesaid sums and the cost of this action, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to levy upon, advertise and sell, according to law, without appraisal, the lands and tenements hereinabove described and to apply the proceeds thereof

as follows:

- (1) In payment of the cost of this action and the sale.
- (2) In payment of any unpaid taxes due.
- (3) In payment of the sum of \$16,633.13 principal with interest thereon at the rate of 5 $\frac{1}{4}$ % per annum from September 1, 1966, until paid.
- (4) In payment of the sum of \$795.30 accrued interest on \$16,633.13 from the date of default to September 1, 1966.
- (5) In payment of attorney's fee of plaintiff's counsel in the sum of \$1,633.31.
- (6) The balance, if any, to the Clerk of this Court to await further order of the Court.

If the amount derived from such sale is insufficient to satisfy the plaintiff's judgment, interest, attorney's fee and cost, then execution shall issue against the defendants, Ernest Edwin McCool and Adeline H. McCool, for the remaining unpaid balance.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court, that from and after the sale of the aforescribed real property under and by virtue of this Judgment and Decree, the defendants, Loy A. Owens, Frankie L. Owens, Ernest Edwin McCool, Adeline H. McCool, Ray Harper and Ruby Davault and all persons claiming under them since the filing of the Complaint herein, be and are forever barred and foreclosed from every lien upon, right, title, interest, estate or equity, in and to the real property herein described.

(s) *Fred Laugherty*
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Delane Wolfe, a/k/a Osie D. Wolfe,
a/k/a Osie Delane Wolfe, and
Mary M. Wolfe, a/k/a Mary Magdalene Wolfe,

Defendants.

Civil Action No. 6485

FILED

SEP 23 1966

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

DEFAULT JUDGMENT

On this 23^d day of September, 1966, the above-entitled matter comes on for consideration on Motion of the plaintiff, and it appearing that this is a suit based upon a mortgage note and for foreclosure of a real estate mortgage securing said mortgage note, and it further appearing that the real property described in said real estate mortgage is located within the Northern Judicial District of Oklahoma, and

It further appearing that due and legal process service of summons has been made on each of the defendants herein more than twenty (20) days prior hereto requiring each of said defendants to plead, answer, or otherwise move herein, but said defendants and each of them have failed to do so, they should be and are hereby adjudged in default.

It further appearing that the material allegations of plaintiff's Complaint are true and correct; that the defendants, Delane Wolfe and Mary M. Wolfe, did on March 17, 1965, execute and deliver to W. J. Driver as Administrator of Veterans' Affairs, his successors and assigns, their mortgage note for the sum of \$9300.00 bearing interest at the rate of 5 $\frac{1}{2}$ % per annum on the unpaid balance thereof; and

It further appearing that said defendants, in order to secure the prompt and punctual payment of said note, did execute and deliver to W. J. Driver as Administrator of Veterans' Affairs, his successors and assigns, their real estate mortgage of even date with said note covering the following described property:

Lot Twenty-Four (24), Block Eight (8),
in Suburban Acres Second Addition to
the City of Tulsa, Tulsa County, Oklahoma,
according to the recorded plat thereof,

which mortgage is recorded in the office of the County Clerk, Tulsa County,
Oklahoma, in Book 3555 at page 149.

It further appears that the defendants, and each of them, made
default under the terms of the aforesaid mortgage note and mortgage by reason
of their failure to make the monthly installments due thereon on February 1,
1966, which default has continued and that by reason thereof the defendants are
now indebted to the plaintiff in the sum of \$9,195.61 as unpaid principal with
interest thereon at the rate of 5 $\frac{1}{2}$ % per annum from February 1, 1966, until paid.

It further appears that the plaintiff has a first and prior lien
upon the real estate heretofore described by virtue of aforesaid mortgage
given as security for the payment of the above-stated indebtedness.

It is, Therefore, ORDERED, ADJUDGED and DECREED that the plaintiff,
United States of America, have and recover judgment against the defendants,
Delane Wolfe, a/k/a Osie D. Wolfe, a/k/a Osie Delane Wolfe, and Mary M. Wolfe,
a/k/a Mary Magdalene Wolfe, for the sum of \$9,195.61 with interest thereon
at the rate of 5 $\frac{1}{2}$ % per annum from February 1, 1966, until paid, plus the cost
of this action accrued and accruing.

It is Further ORDERED, ADJUDGED and DECREED that the plaintiff has
a first and prior lien upon the real property heretofore described by virtue of
the mortgage and,

It is Further ORDERED and ADJUDGED that upon failure of the defendants
to satisfy plaintiff's money judgment 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 heretofore described
and to apply the proceeds thereof, first to the payment of the cost of said sale
and this action, and then in satisfaction of the plaintiff's judgment herein.
The residue of said sale proceeds to be paid to the Clerk of the Court to await
further Order of the Court.

If the amount derived from the sale of said real property is
insufficient to satisfy the judgment, interest and cost to plaintiff, then
execution shall issue against the defendants for the remainder due and unpaid.

It Is Further ORDERED, ADJUDGED and DECREED that from and after the sale of the aforesaid real property, under and by virtue of this judgment and decree, 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 any right, title, interest or claim in or to the real property or any part thereof.

UNITED STATES DISTRICT JUDGE

APPROVED:

HAM E. TAYLOR
Assistant U. S. Attorney

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLUMBIA

JOHN W. WALKER, a Minor
vs.
THE WALKER TRUST,

Plaintiff,

vs.

THE WALKER TRUST,

Defendant.

NO. 6401

FILED

SEP 29 1966

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

MEMORANDUM FOR THE COURT

Having seen the pleadings and the depositions, and upon the Court
to dismiss, with prejudice, the above captioned cause, for the reasons
and upon the grounds that the cause has been compromised, settled, and
sustained.

WHEREFORE, premises considered, the plaintiff and the defendant,
pray that the Court dismiss the above captioned cause, with prejudice.

JOHN C. WALKER,

John C. Walker
Attorney for the Plaintiff.

ALFRED B. KNIGHT,

Alfred B. Knight
Attorney for the Defendant.

ORDER

On this 29th day of September, 1966, the above captioned
cause, by Order of the Court, is dismissed with prejudice, on stipulation
of the parties hereto.

(s) Allen G. Brown
Clerk, U. S. District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

One 1962 Ford Pickup Truck,
Serial No. F10GG211130, its
tools and appurtenances,

Respondent.

Civil No. 6410

FILED

SEP 29 1966

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

AMENDED ORDER DISCHARGING AND DIRECTING DELIVERY

Now on this 29th day of September, 1966, it has come to the Court's attention that its order of September 22, 1966, discharging and directing delivery of a truck to the Atoka State Bank, of Atoka, Oklahoma, failed to order the payment of advertising expenses incurred by reason of the seizure of said vehicle. The Court has heretofore remitted forfeiture of the vehicle to the aforesaid bank and previously ordered that the storage charges be paid by the plaintiff. It was also the Court's intention at the time it ordered the foregoing to also order that advertising expenses be paid by the plaintiff.

The Court finds that such advertising expenses total \$10.32 and should be paid by the plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the aforesaid advertising expenses in the amount of \$10.32 be paid by the plaintiff in addition to the other charges the Court has previously ordered the plaintiff to pay.

Carl F. Banow
UNITED STATES DISTRICT JUDGE

APPROVED:

S. S. Lawrence
S. S. Lawrence
Attorney for Atoka State Bank,
Atoka, Oklahoma

Hugh V. Schaefer
Hugh V. Schaefer
Assistant U. S. Attorney

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

United States of America,

Plaintiff,

vs.

Jack Laverne Franks and
Callie Sue Franks,

Defendants.

Civil No. 6451

NOTICE OF DISMISSAL

TO: Mr. Jack Laverne Franks and
Callie Sue Franks
714 South 123rd East Avenue
Tulsa, Oklahoma

FILED

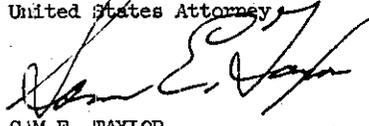
SEP 29 1966

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

NOTICE is hereby given that the above-styled action
is dismissed without prejudice.

UNITED STATES OF AMERICA

JOHN M. IMEL
United States Attorney


SAM E. TAYLOR
Assistant U. S. Attorney
Room 335, Federal Building
Tulsa, Oklahoma 74103

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

F. W. Files, Administrator of the
Estate of Flora B. Lopez, also known
as Flora B. Sanders, deceased,

Plaintiff,

vs.

Howard F. Johnson, Superintendent
of the Osage Indian Agency,
Pawhuska, Oklahoma,

Defendant.

Civil No. 6452

FILED

SEP 30 1966

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

STIPULATION OF DISMISSAL

Come now the parties to this action and state to the Court
as follows:

1. The Defendant Howard F. Johnson, as Superintendent of the Osage Indian Agency, has agreed to disburse to the Plaintiff all annuity payments in his hands due and owing to the estate of Flora B. Lopez, deceased.
2. The said Defendant has procured a check drawn on the Treasury of the United States made payable to the Plaintiff in the amount of \$3,255.78, and has delivered such check to the United States Attorney for delivery to the Plaintiff upon entry of an order of dismissal.
3. The Defendant having complied with the requirements prayed for in Plaintiff's Complaint, there is no purpose in the further prosecution of this action.

The parties to this action therefore stipulate and agree that this action should be dismissed with prejudice.

H Hubert A. Marlow

HUBERT A. MARLOW
Assistant U. S. Attorney

H R. D. Mahan

R. D. MAHAN

ORDER OF DISMISSAL

The foregoing stipulation of the parties is approved and this action therefore is dismissed with prejudice.

H Allen E. Barron

ALLEN E. BARRON
UNITED STATES DISTRICT JUDGE