

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA.

Commercial Union Insurance Company  
of New York,

.....Plaintiff,

vs.

Larry Jackson, individually, and doing  
business as Val-Jac Enterprises,

.....Defendant.

No. 6547 Civil

**FILED**

NOV -1 1966

CONSENT JUDGMENT

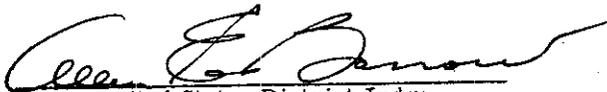
NOBLE C. HOOD  
Clerk, U. S. District Court

This cause came on for hearing on this 1st day of ~~October~~ <sup>November</sup>.

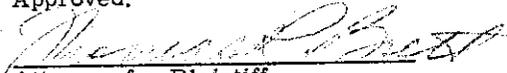
1966, upon the application for consent judgment previously filed by the parties herein. The parties appeared through their respective counsel of record. The plaintiff and the defendant through their counsel of record announced that the parties and counsel consent that the court may enter a judgment in this cause in favor of the plaintiff and against the defendant, Larry Jackson, individually and doing business as Val-Jac Enterprises in the sum of \$12,850.00. The application for consent judgment filed by the parties herein states that the allegations contained in the complaint filed by the plaintiff are essentially true and of the sum of \$22,500.00, which was procured by the defendant willfully, wrongfully and fraudulently from the Union National Bank of Bartlesville, Oklahoma, \$12,850.00 remains to be paid. It is further agreed by the parties hereto that the judgment in the amount of \$12,850.00, against this defendant is not dischargeable in bankruptcy under the laws of the United States of America.

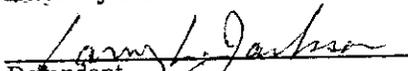
IT IS THEREFORE ORDERED AND DECREED that the plaintiff, Commercial Union Insurance Company of New York, is to have judgment in this cause against the defendant, Larry Jackson, individually and doing business as Val-Jac Enterprises in the amount of Twelve Thousand Eight Hundred Fifty and No/100 (\$12,850.00) Dollars, interest at the rate of 6% from this date, and the

costs of this action. IT IS FURTHER ORDERED that the said judgment,  
interest and costs is not dischargeable in bankruptcy under the laws of the  
United States of America.

  
United States District Judge

Approved:

  
Attorney for Plaintiff

  
Defendant

  
Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF COLUMBIA

United States of America,

Plaintiff,

vs.

Civil No. 638

James A. Hines and Pope L.  
Hines, husband and wife, and  
Steven E. Johnson and Betty J.  
Johnson,

Defendants.

FILED

NOV -2 1966

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

**VERIFICATION**

I, **JAMES A. HINES**, the plaintiff, United States of America, and hereby  
deponent: the above entitled case without prejudice to a future  
action.

UNITED STATES OF AMERICA

JAMES A. HINES  
United States Attorney

JOHN E. WYATT  
Assistant U. S. Attorney  
Room 319, Federal Building  
Wash., D.C.

**VERIFICATION**

I hereby certify that a true and correct copy of the above  
and foregoing document (captioned as above) was made by Mr. Steven E.  
Johnson and Betty J. Johnson, 700 East 12th Street, North, Tulsa,  
Oklahoma, by placing a copy thereof in the United States Mail at  
Tulsa, Oklahoma, on this \_\_\_\_\_ day of December 1966.

John E. Wyatt

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Lorenzer Holmes and Charles  
Ann Holmes, husband and wife,

Defendants.

CIVIL NO. 6449

**FILED**

NOV - 3 1966

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

ORDER CONFIRMING MARSHAL'S SALE

NOW on this 2 day of Nov, 1966, there coming on for hearing Motion of the Plaintiff, United States of America, to confirm the sale of real property made by the United States Marshal for the Northern District of Oklahoma, on October 24, 1966, under an Order of Sale dated September 12, 1966, and issued in this cause out of the Office of the Court Clerk for the United States District Court for the Northern District of Oklahoma, of the following-described property, to-wit:

All of Lot Sixteen (16), and all that part of Lot Fifteen (15), Block One (1), SKYLINE 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 85.23 feet to the point of beginning,

and the Court having examined the proceedings of the United States Marshal under the aforesaid Order of Sale and no one appearing in opposition thereto and no exceptions having been filed, finds that due and legal notice of the sale was given by publication once a week for at least four (4) weeks prior to the date of sale in the Tulsa Daily Legal News, a newspaper published and of general circulation in the County of Tulsa, State of Oklahoma, and that on the day fixed therein the above-described property was sold to the Veterans Administration, it being the highest and best bidder therefor.

The Court further finds that the sale was made in all respects in conformity with the law and judgments of this Court and that the sale was legal in all respects.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the United States Marshal's Sale and all proceedings under the Order of Sale issued herein, be and the same are hereby approved and confirmed.

IT IS FURTHER ORDERED THAT Doyle W. Foreman, United States Marshal for the Northern District of Oklahoma, make and execute to the purchaser, Veterans Administration, a good and sufficient Deed for such premises.

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UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Sam E. Taylor

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SAM E. TAYLOR  
Assistant U. S. Attorney

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

McCULLOUGH TOOL COMPANY,  
Plaintiff,

vs.

DRESSER INDUSTRIES, INC.,

and

DRESSER SIE, INC.,

Defendants.)

CIVIL ACTION

No. 3956

DRESSER INDUSTRIES, INC.,

and

DRESSER SIE, INC.,

Plaintiffs,

vs.

McCULLOUGH TOOL COMPANY,

Defendant.)

CIVIL ACTION

No. 4271

**FILED**

NOV - 7 1966

ORDER

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

For good cause shown

IT IS ORDERED BY THE COURT that each of Dresser Industries, Inc. and McCullough Tool Company deposit Two Hundred and Fifty (\$250.00) Dollars with the Clerk to be disbursed under orders of the Court in payment of expenses of the accounting herein referred to a Special Master. The making of these deposits shall be without prejudice to the rights of any party to recover costs and shall be subject to further court orders in that respect.

This November \_\_\_\_\_, 1966.

CHIEF JUDGE.

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

ELSIE DART, )  
 )  
 Plaintiff, )  
 )  
 vs. ) NO. 6360 /  
 )  
 )  
 JOSE FRANCISCO De A. LIMA, )  
 )  
 Defendant. )

**FILED**

NOV - 9 1966

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

DECREE

The Court having heretofore entered Findings of Fact and Conclusions of Law, does hereby order, adjudge, decree and declare as follows:

1. On the First Cause of Action herein, the contract between plaintiff and defendant, dated June 14, 1965, be and the same is hereby canceled, set aside and held for naught as if the same had never been executed, and plaintiff's title is confirmed and quieted forever against the defendant and all persons holding by, through or under him in and to the following described property, to-wit:

The Southeast Quarter of the Southwest Quarter of Section 10, Township 25 North, Range 17 East, and the North Half of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter of the Northwest Quarter, and the Southeast Quarter of the Northwest Quarter, and the West Half of the Southwest Quarter of the Northeast Quarter, and the Northeast Quarter of the Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Northeast Quarter of the Southeast Quarter, of Section 15, Township 25 North, Range 17 East, and the West Half of the Southwest Quarter, of Section 33, Township 26 North, Range 16 East, Nowata County, Oklahoma.

2. Upon the Second Cause of Action, plaintiff is granted judgment against the defendant in the sum of \$13,300, with interest at the rate of 6% per annum, from June 18, 1965, as to \$8500.00 and from July 8, 1965, as to \$4800.00 .

3. Upon the Third Cause of Action, plaintiff is granted judgment against the defendant in the sum of \$8,000, with interest from September 20, 1965, at the rate of 6% per annum, until paid.

4. Upon the Fourth Cause of Action, plaintiff is granted judgment against the defendant in the amount of \$22,000, with interest at  $6\frac{1}{2}\%$  per annum, from December 13, 1965, until paid.

5. Upon the Fifth Cause of Action, plaintiff is granted judgment against the defendant in the amount of \$5,008.70, with interest at the rate of 6% per annum, from January 1, 1966, until paid.

6. The Receiver herein is granted and allowed the sum of \$ 250.00, and the payment of all Receiver's expenses which have been presented to the Court.

7. The Receiver is directed to pay to plaintiff all sums of money remaining in his accounts, after the payment of fees and expenses, and is further directed to deliver to plaintiff all tangible personal property in his possession to be hers absolutely.

8. Judgment is entered against the defendant for all costs of this action.

DATED this <sup>9th</sup> 8th day of November, 1966.

*Clean E. Barrow*  
DISTRICT COURT JUDGE

APPROVED AS TO FORM:

*Jack W. Hays*  
Attorney for Plaintiff

*David Rogers*  
Attorney for Defendant

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

**FILED**

MISSOURI-KANSAS-TEXAS  
RAILROAD COMPANY,

Plaintiff,

-vs-

SQUARE DEAL LUMBER  
COMPANY, INC.

Defendant,

NOV 10 1966

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

NO. 6 4 9 4 /

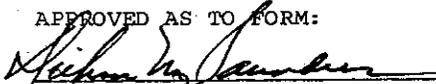
JOURNAL ENTRY OF JUDGMENT

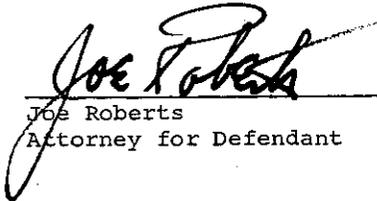
Now on this 26th day of October, 1966, the above entitled matter coming on to be heard on the regular pre-trial docket of this Court, and the Plaintiff appearing by its counsel, Dickson M. Saunders of Doerner, Stuart, Moreland, Saunders & Daniel, and the defendant appearing not, and the Court having heard statement of counsel for Plaintiff at such pre-trial, and the defendant, through its counsel of record, Joe Roberts, has waived its right to appear at pre-trial, and has consented to the entry of a judgment against it in the amount prayed for in Plaintiff's Complaint, less and except any attorney's fee, and counsel for Plaintiff having advised the Court that it has agreed to waive such attorney's fee, and the Court having heard statement of counsel, having considered the file in such matter, does find that the Court has jurisdiction of the subject matter, and of the parties to this action, and does find that the Defendant is duly indebted to the Plaintiff in the sum of \$2030.32, together with interest from and after September 15, 1965 and September 21, 1965, on the component sums of \$871.62 and \$1,158.70 respectively, and for the costs of this action, and does further find that the Defendant has consented to the entry of a judgment against it in such amounts, for such interests, and for costs of the action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT, that Plaintiff have and recover a judgment against the Defendant, Square Deal Lumber Company, Inc., a corporation, in the amount of \$2,030.32, together with interest at the rate of 6% per annum on \$871.62 thereof, from and after September 15, 1965 until paid, and interest at the rate of 6% per annum on \$1,158.70 thereof, from and after September 21, 1965 until paid, and for the costs of this action, for all of which let execution issue.

  
FRED DAUGHERTY  
Judge

APPROVED AS TO FORM:

  
Dickson M. Saunders  
Attorney for Plaintiff

  
Joe Roberts  
Attorney for Defendant

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

AMERICAN AND COMPANY, a Delaware  
corporation,

Plaintiff,

vs.

C. E. GARDNER & SONS, a partnership  
consisted of Charles E. Garding, Sr.,  
Charles E. Garding, Jr. and Donald K.  
Garding,

Defendants.

NO. 1841

FILED

NOV 14 1966

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

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The parties hereto having stipulated that all issues in this case except those relating to the alleged breach of the contract by plaintiff for failure to contract and/or permit the sale of assets by the Joint Venture and those relating to plaintiff's alleged violation of the anti-trust laws might be referred to a Special Master, the Court on October 8, 1964, appointed F. Paul Wilson, Special Master, to hear proof upon such issues and to report to the Court thereon. The report of the Special Master was filed on June 20, 1965, and on December 9, 1965, the Court heard the objections of both parties thereto and the motion of plaintiff to take such action thereon as might be proper. Upon such hearing the Court adopted as its own the findings and conclusions of the Special Master, subject to certain amendments and corrections or modifications made therein, and on January 12, 1966, entered its order confirming the report and adopting as its own the findings of fact and conclusions of the Special Master as so amended and corrected. On said date the Court also reserved for future determination the matter of how the compensation and allowances of the Special Master, theretofore filed on July 23, 1965, should be apportioned and taxed. The Court did not at said time enter judgment

on said Special Master's report, but reserved such entry until the matters to be tried by the jury should be concluded.

On October 10, 1966, the issues reserved for jury trial, being those contained in Plaintiff's Third Amended Counterclaim and the Reply thereto came on for trial before the Court and a jury, and the Court, on October 24, 1966, upon the conclusion of Defendant's evidence and upon Defendant's motion, directed a verdict in favor of plaintiff, and the jury, pursuant to such direction, rendered a verdict in favor of plaintiff upon Defendant's counterclaim.

And it appearing that all issues in this case have been determined and that judgment should now be entered, both upon the Master's report and the directed verdict upon the counterclaim, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the Report of the Special Master, as amended and corrected by the Supplemental Report of the Special Master, is confirmed in all respects and the findings and conclusions of the Special Master are adopted as the findings and conclusions of the Court;
2. That plaintiff, Hunner and Company, recover of the defendant, C. H. Godding & Sons, the sum of \$100,693.73, together with interest thereon at the rate of 6% per annum as provided by law;
3. That the defendant, C. H. Godding & Sons, take nothing by its counterclaim and that said counterclaim be dismissed on the merits;
4. That plaintiff, Hunner and Company, recover from the defendant, C. H. Godding & Sons, its costs, in both the proceedings before the Special Master and the jury trial, including such portion of the Special Master's compensation and allowances, if any, as it shall have already paid in excess of the amount which shall be taxed against it.

DATED \_\_\_\_\_, 1966.

\_\_\_\_\_  
Judge of the United States  
District Court

The form of this judgment is approved and the clerk is directed to enter the same.

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~~Page~~

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

**FILED**

NOV 15 1966

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

**THOMAS E. ROBINSON,**

**Plaintiff,**

**vs.**

**ROY L. MORAN PRODUCTION CO., an  
Oklahoma Corporation, and Roy L.  
MORAN, an individual,**

**Defendants and  
Third Party Plaintiff.**

**vs.**

**INTERNATIONAL GARDEN, INC., a  
Corporation,**

**Third Party Defendant.**

**No. 6227 Civil**

**THOMAS E. ROBINSON,**

**Plaintiff,**

**vs.**

**ROY L. MORAN,**

**Defendant and  
Third Party Plaintiff.**

**vs.**

**GARDEN MANAGEMENT, INC., and GENERAL  
GARDEN, INC., a  
Corporation,**

**Third Party Defendants.**

**CONSOLIDATED**

**No. 6228 Civil**

**\*\*\*\*\***

The plaintiff in the above consolidated cases has moved to  
vacate the dismissal without prejudice entered herein by the Court  
on October 18, 1966. The basis for this motion is a claim of uncon-  
scionable neglect in not complying with the order of the Court entered on  
July 20, 1966. This claim of unconscionable neglect is based on Rule 60(b)-

(1), Federal Rules of Civil Procedure, 28 U. S. C. A. The defendants and Third Party Defendant (Counterclaimants, Cross-claimants and Third Party Complainant) opposed this Motion.

As matters of excusable neglect, plaintiffs refer to the pre-trial order, and order to inspect the ~~ammunition~~ black unit and inability of counsel for plaintiff to contact the plaintiff.

The order of the Court upon which the Dismissal without Prejudice was entered, was dated July 20, 1966, and required the plaintiff in the Consolidated cases to file a list of his expert witnesses within fifteen days from the date thereof and a summary of the direct testimony of each expert witness within 45 days from the date thereof. As recited in the order of Dismissal without Prejudice, the plaintiff in the Consolidated cases ignored this order, requested no extension thereof, was reminded of said order and his delinquent status by telephone and was over two months in default when the said order of Dismissal without Prejudice was entered.

The pre-trial order and the inspection order referred to in the pending motion of the plaintiff to vacate, have no direct bearing on the failure of plaintiff to comply with the July 20, 1966, order of Court. Moreover, plaintiff has acted without proper diligence in connection with such pre-trial order and inspection order.

In addition, it is unbelievable in these modern times that the plaintiff could not be reached by his counsel for the purpose of discussing the matter of complying with the July 20, 1966, order of the Court, if such was in fact necessary either to comply with the same or request additional time within which to comply with the same.

The Court, therefore, fails to find inexcusable neglect but to the contrary inexcusable neglect and in its discretion denies plaintiff's Motion to Vacate the order Dismissing the Consolidated cases in their entirety without prejudice which was entered herein on October 18, 1966.

The plaintiff in the Consolidated cases is granted ten days from the date hereof in which to file with the Clerk any depositions heretofore taken herein and not filed herein and the effective date of this order is stated until the expiration of said ten day period in order that the plaintiff may avail himself of the provisions of Rule 26(d)(2), Federal Rules CIVIL Procedure, 28 U.S.C.A.

It is so ordered.

Dated this \_\_\_ day of November, 1966.

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\_\_\_\_\_  
 United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT  
OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

Civil No. 628

An Article of Foot Consisting of 20  
Cans of 15 cans, each article labeled  
in part "Hedge, Thomas Thomas Jones -  
No. 1000000 & 1000000 - Manufactured  
by Hedge Warehouse Corporation, Muskogee, Okla.",

Defendant.

FILED

NOV 16 1966

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

-0-11111

THIS MATTER came on for consideration on Motion of the Plaintiff,  
United States of America, for default judgment, and the Court having examined  
the file herein finds that the libel of information was filed herein on  
October 13, 1966; that a Writ was duly issued and served by the United  
States Marshal for the Northern District of Oklahoma on October 27, 1966; that  
the Hedge Warehouse Corporation nor any other defendant has appeared or  
otherwise moved herein; and that the default of Hedge Warehouse Corporation  
has been duly entered herein;

The Court further finds that the allegations of the libel of  
information are true and correct; that the articles of foot described  
therein and seized by the United States Marshal are substantiated while  
held for sale other shipment in interstate commerce; that such articles  
of foot are within the jurisdiction of this Court and are liable to  
capture and condemnation pursuant to the provisions of 18 U.S.C.A. 381, etc.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court  
that all of the aforesaid articles of foot seized and held by the  
United States Marshal for the Northern District of Oklahoma under and  
pursuant to the aforesaid writs issued and served herein, be and  
they are hereby ordered condemned and destroyed by the United States  
Marshal for the Northern District of Oklahoma.

Dated this 15 day of November 1966.

151 Fred Deane  
UNITED STATES MARSHAL

ATTORNEY:

Sam E. Taylor  
UNITED STATES  
DISTRICT U. S. Attorney

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

CLARENCE V. SWINE,

Plaintiff,

vs.

FRANK RITVEL and INTERSTATE  
BREADING CORPORATION,

Defendants.

No. 6403 Civil

FILED

NOV 17 1966

NOBLE C. HOOD

ORDER GRANTING THE MOTION FOR NEW TRIAL  
Clark, U. S. District Court

The Defendant Interstate Breading Corporation has moved for a new trial herein on the basis that the verdict of the jury and judgment entered thereon is (1) excessive, (2) not supported by the evidence, and (3) was reached by passion and prejudice on the part of the jury.

The Court is of the opinion that the verdict in the amount of \$17,423.38 is not excessive in view of the kind, number and nature of the personal injuries sustained by the plaintiff, the impact of his injuries on his future earning capacity, his lost wages, his pain and suffering, past and future, his truck damage, his medical expenses and all the facts and circumstances involved in the case.

The Court is of the further opinion that the verdict and judgment are supported by substantial evidence.

The Court is aware of nothing that would indicate passion or prejudice on the part of the jury in arriving at the said verdict and fixing the amount of plaintiff's recovery as aforesaid.

In view of the nature of the injuries of the plaintiff, his pain and suffering and losses and expenses involved, the Court is of the opinion that the verdict of the jury is fair and reasonable and is amply supported by the evidence. Accordingly the defendants' Motion for a New Trial is denied. *Nichols v. Widdie* (Tenth Cir.-1942), 304 P. 2d, 735.

Dated this 17 day of November, 1946.

18 Fred Daugherty  
Fred Daugherty  
United States District Judge



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

ANAMARIE C. MOYNIHAN,

Plaintiff,

vs.

SHERRY BETHEL THOMPSON,

Defendant.

NO. 6542

FILED

NOV 17 1966

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

STIPULATION FOR DISMISSAL

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

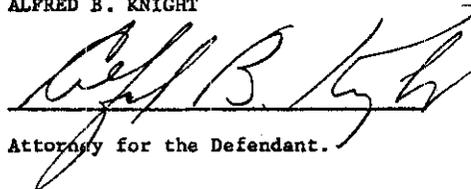
WHEREFORE, premises considered, the plaintiff and the defendant pray that the Court dismiss the above-captioned cause, with prejudice.

STAN P. DOYLE



Attorney for the Plaintiff,

ALFRED B. KNIGHT



Attorney for the Defendant.

ORDER

NOW, on this 10 day of November, 1966, the above-captioned cause, by Order of the Court, is dismissed with prejudice, on stipulation of the parties hereto.



UNITED STATES DISTRICT JUDGE

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

JOHNNIE CHEWIE,  
Plaintiff,

vs.

RICHARD W. LOCK, COUNTY ATTORNEY,  
DELAWARE COUNTY, OKLAHOMA: THE  
HONORABLE WILLIAM NOWLIN, JUSTICE  
OF THE PEACE, DELAWARE COUNTY,  
OKLAHOMA: and WENDALL BEVER,  
DIRECTOR OF DEPARTMENT OF WILDLIFE  
CONSERVATION, STATE OF OKLAHOMA,

Defendants.

CIVIL NO. 6404

**FILED**

NOV 18 1966

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

ORDER OF DISMISSAL

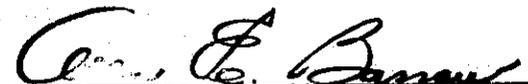
This action is brought by Johnnie Chewie, a full blood unenrolled Cherokee Indian, against officials of the State of Oklahoma seeking the convening of a three-judge court and an injunction to prevent the state officials from enforcing certain Oklahoma criminal statutes against the plaintiff on the ground that the Oklahoma statutes are unconstitutional as applied to the plaintiff. The application states that jurisdiction of this action is conferred upon this Court by 28 USCA §2281, 2283 and 2284(3).

The sections upon which the plaintiff relies as a basis for jurisdiction provide for the convening of a three-judge court in proper cases, and are procedural and not jurisdictional. *Van Buskirk v. Wilkinson*, 9 Cir., 216 F.2d 735.

Jurisdiction of federal district courts are limited and may never be presumed, but must be affirmatively alleged and shown in all cases, and especially so where jurisdiction is alleged under the above sections relating to injunction restraining enforcement of state statute. *Nichols v. McGee*, 169 F.Supp 721, appeal dismissed, 361 U.S. 6.

IT IS, THEREFORE, ORDERED that the above action is dismissed for lack of jurisdiction.

ENTERED this 18th day of November, 1966.

  
UNITED STATES DISTRICT JUDGE





UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Libelant,

vs.

CIVIL ACTION NO. 655

An Article of food consisting of 2 cases, more or less, each containing 24 5-ounce bottles and 4 cases, more or less, containing 36 11-ounce bottles labeled in part: "Dr. Bronner's Lecithin-Protein-Cereal \*\*\* Oilfree granular Lecithin, high in natural Choline, Inositol, Methionine & Phosphorus, balanced with Carrot-Calcium whole Dates & Lemon Citrus Bioflavinoids, Rose-hip-Vitamin C. complete Soya-B12-Amino-Acids-Yeast-Protein & Potassium-Salt Lecithin Protein & Carrot-Safflower-Salad-Oil Reduce Cholesterol! Lecithin & Protein are constituents of all healthy Nerve & Brain Cells, essential in every balanced diet. Lecithin is nature's aid to metabolize excess Fat-Cholesterol-& Calcium deposits, having the amazing ability to help assimilate & remove them from our system: These deposits often restrict our circulation \*\*\* Dr. Bronner & Associates, Mfg. Research Chemists, Escondido, Cal. \*\*\* 5 oz. Net Wt. (or "11 oz. One Pint"). Use it in place of butter, margarine, cheese, milk fat & grease; or as prescribed by your Doctor. Because of the refinement of most of our food, we need additional crude unrefined Protein & Lecithin: Therefore, all of us \*\*\* will enjoy & benefit from this Vegetable Lecithin-Protein-Cereal \*\*\* ,

An Article of drug consisting of one case, more or less, containing 24 8-ounce bottles, together with 6 16-ounce bottles, more or less, all labeled in part: "Dr. Bronner's Carrot & Safflower Oil \*\*\* 1 oz. or 3 tablespoons provide 300% our Min. Daily Req's. 12,000 USP Units Carrot Vit. A., 9% Poly-Unsaturated Fatty Acids, Vitamin E, the Cholesterol-Lowering-Factors \*\*\* One tablespoon at bedtime aids Digestion & Reducing. Not habit forming at any time. \*\*\* Dr. E. H. Bronner & Assoc. \*\*\* Escondido, Calif. \*\*\*",

Respondent.

FILED

NOV 22 1966

NOBLE C. HOOD  
Clerk of the District Court

**DECLARATION**

THIS MATTER comes on for consideration on Motion of the Plaintiff, United States of America, for default judgment, and the Court having examined the file herein finds that the libel of Information was filed herein on October 7, 1966; that a Writ was duly issued and served by the United States Marshal for the Northern District of Oklahoma on October 14, 1966; that the Alka Distributors, Inc. nor any other claimant has appeared or otherwise moved herein;

The Court further finds that the allegations of the libel of Information are true and correct; that the articles of food and drug described therein and seized by the United States Marshal are misbranded while held for sale after shipment in interstate commerce; that such articles of food and drug are within the jurisdiction of this Court and are liable to seizure and condemnation pursuant to the provisions of 21 U.S.C.A. 301, etc.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that all of the misbranded articles of food and drug seized and held by the United States Marshal for the Northern District of Oklahoma under and pursuant to the Writ heretofore issued and served herein, be and they are hereby ordered condemned and destroyed by the United States Marshal for the Northern District of Oklahoma.

Dated this \_\_\_\_\_ day of November 1966.

~~UNITED STATES DISTRICT COURT~~

APPROVED:

\_\_\_\_\_  
Assistant U. S. Attorney

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

WILL L. MORRIS

Plaintiff

vs.

No. 4968-Civil

RICHARD W. JONES

Defendant

FILED

NOV 22 1966

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

~~WILL L. MORRIS~~

This matter came on for hearing before the court upon application of the plaintiff herein for order of dismissal with prejudice. The court, being advised in the premises, finds that all issues of law and fact heretofore existing between the parties have been settled, compromised, released and extinguished, and there remains no issue to be determined between the parties to this cause.

BE IT THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff's cause herein be and it is hereby ordered dismissed with prejudice to all future actions thereon.

UNITED STATES DISTRICT COURT

WILL L. MORRIS

*Joseph Furor*  
Attorney for Plaintiff

Attorney for Defendant

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

William M. Green,

Plaintiff,

vs.

CHEROKEE PIPE LINE COMPANY,  
a corporation,

Defendant.

No. 6075 Civil

**FILED**

NOV 23 1966

O R D E R

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

After a jury trial resulting in a verdict for the plaintiff the defendant has filed an alternative motion for judgment notwithstanding the verdict or motion for new trial.

Plaintiff was a truck driver for Squaw Transit Company. His employer was engaged by the defendant to pick up a large quantity of "pipe dope" near Wichita, Kansas, and transport the same to Enid, Oklahoma. This "pipe dope" was not needed by the defendant for its pipe line work at the Wichita location. It was consigned by the defendant by a bill of lading to the Tulsa Pipe Coating Company. The plaintiff was subject to standing instructions from his employer, Squaw Transit Company, to see that his truck-trailer unit was properly loaded with reference to the position of weight over the axles, balancing the load, prevention of load shifting, lashing and related matters pertaining to proper loading. The

plaintiff testified that a part of his job as a driver for Squaw Transit Company was to load and unload his truck-trailer unit. Upon the plaintiff arriving at the location near Wichita, a foreman of defendant identified the material to be loaded and its various locations and stated that his men would load the cartons of "pipe dope" into a front end loader and deliver the same onto the bed of the trailer or float which formed a part of the plaintiff's truck-trailer unit. The cartons were heavy.

In this operation, the testimony of and on behalf of the plaintiff was that the defendant (by its front end loader operation) was guilty of negligence in overloading the front end loader, rolling some of the cartons out of the front end loader without warning and into the plaintiff who was on the trailer bed, thereby knocking the plaintiff from the trailer bed to the ground with two of the cartons rolling off the trailer bed onto the plaintiff while on the ground causing the plaintiff the personal injuries, pain and suffering and expenses involved herein. It was the testimony on behalf of the defendant that the plaintiff stepped or backed off the trailer bed without any negligence being committed by the defendant in connection therewith.

The defendant moved for a directed verdict at the close of the evidence which was denied. The Court, therefore, will first

consider the defendant's motion for judgment notwithstanding the verdict.

Squaw Transit Company carried workmen's compensation insurance which covered the plaintiff. Plaintiff received benefits therefrom by a proceeding in the Oklahoma State Industrial Court totaling approximately \$5000.00. Plaintiff brings this action against the defendant on the basis that he was injured by the defendant who was a negligent third party which action is permitted by the Oklahoma Workmen's Compensation Law <sup>1/</sup>; that plaintiff

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<sup>1/</sup> Title 85, Oklahoma Statutes, Section 44(a), provides:

"Claims against third persons.

Outsider, damage by wrong of--Whom to prosecute--Election--Compromise.

(a) If a workman entitled to compensation under this Act be injured by the negligence or wrong of another not in the same employ, such injured workman shall, before any suit or claim under this Act, elect whether to take compensation under this Act, or to pursue his remedy against such other. Such election shall be evidenced in such manner as the Commission made by rule or regulation prescribed. If he elects to take compensation under this Act, the cause of action against such other shall be assigned to the insurance carrier liable for the payment of such compensation, and if he elects to proceed against such other person or insurance carrier, as the case may be, shall contribute only the deficiency, if any, between the amount of the recovery against such other person actually collected, and the compensation provided or estimated by this Act for such case. The compromise of any such cause of action by the workman at any amount less than the compensation provided for by this Act shall be made only with the written approval of the Commission, and otherwise with the written approval of the person or insurance carrier liable to pay the same."

was not an employee of the defendant at the time of his injury; that at the time of his injury the Squaw Transit Company, his employer, was not an independent contractor or a sub-contractor of the defendant regarding defendant's work in the pipe line construction business; that the work of the plaintiff and that of his employer, Squaw Transit Company, (being a licensed common carrier for hire) was not an integral part of the work or business of the defendant (pipe line construction) either at the time of the injury of the plaintiff or at any other time and that the defendant was not secondarily liable under the Workmen's Compensation Law of Oklahoma behind Squaw Transit Company to the employees of Squaw Transit Company, including the plaintiff, should they or he become injured in the course of their or his employment.

The defendant asserts in connection with the pending motions that Squaw Transit Company was a sub-contractor or an independent contractor of the defendant at the time of the accident involved herein; that the defendant was therefore secondarily liable under the Oklahoma Workman's Compensation Law behind the Squaw Transit Company for the injuries received by the plaintiff; that the defendant is thus protected and covered by the workmen's compensation insurance carried by Squaw Transit Company, and that the exclusive remedy of plaintiff regarding his said injury is under

workmen's compensation and in the Oklahoma State Industrial Court where he has proceeded and received certain benefits which now constitutes estoppel by judgment and res adjudicata.

This is a diversity case and this Court is bound by the substantive law of the State of Oklahoma. Erie R. R. v. Tompkins, 304 U. S. 64, 58 S.Ct. 817, 82 L. Ed. 1188 (1938). It is the law of Oklahoma that an employee of a sub-contractor or an independent contractor, engaged in assisting the principal contractor or employer in an integral part of the work or business of the principal contractor, is covered by the workmen's compensation insurance afforded by the sub-contractor or independent contractor and the principal contractor or employer is secondarily liable to the employees of either in case either fails to obtain this insurance protection for their employees. By reason of this secondary liability under workmen's compensation the principal contractor or employer is not liable in tort at common law to an injured employee of the sub-contractor or independent contractor. Mid-Continent Pipe Line Company v. Wilkerson (Okl.-1948), 193 P. 2d 586; Jordon v. Champlin Refining Co., et al., 198 P. 2d 408 (1948); Deep Rock Oil Corporation, et al. v. Howell, (Okl.-1948), 204 P. 2d 282; Horwitz Iron & Metal Co. et al. v Myler, (Okl.-1952), 252

P. 2d 475; Chickasha Cotton Oil Company et al. v. Strange et al. (Okla.-1939), 96 P. 2d 316. Therefore, it is necessary herein to determine if the Squaw Transit Company at the time of the plaintiff's injury was a sub-contractor or independent contractor of the defendant engaged in performing work constituting an integral part of the work or business of the defendant as a pipe line construction organization with the consequent result that the defendant would be secondarily liable behind Squaw Transit Company for any injuries suffered by the plaintiff as an employee of Squaw Transit Company in transporting as a common carrier the "pipe dope" not needed by the defendant at its Wichita job and consigned by the defendant for shipment by bill of lading to the Tulsa Pipe Coating Company at Enid, Oklahoma.

The Oklahoma Supreme Court has been confronted with this specific problem in the case of Horwitz Iron & Metal Company v. Myler, supra. There an employee and driver of a trucking firm was injured while assisting in loading steel of Horwitz onto his truck at the yard of Horwitz. Horwitz had engaged the employer of the injured driver to transport this steel of Horwitz on bill of lading from the Horwitz yard to a certain designation. The truck driver sued Horwitz in State District Court claiming his injury was caused by the negligence of Horwitz. The Oklahoma

Supreme Court affirmed a recovery for the truck driver holding that the work of the trucking firm was not an integral part of work necessary in the conduct of the iron and metal business of Horwitz and that Horwitz was not secondarily liable behind the trucking firm under the Workmen's Compensation Law.

The defendant recognizes this case and would distinguish the same from the situation at hand by pointing out that the truck driver in Horwitz was voluntarily assisting in the loading of his truck and was not instructed to participate in the loading by either his employer or Horwitz, whereas, the plaintiff herein was not a volunteer but was under instructions to assist in the loading of his truck. It is not believed that the voluntary or involuntary proposition is the proper test or is controlling. The proper test is whether the trucking company at the time of an accident sustained by one of its employees is engaging in work forming an integral part of work necessary in the conduct of the business of the company who has engaged the trucking company. If so, there is secondary liability on the part of the company as a principal employer under Workmen's Compensation. If not, there is no secondary liability on the part of the one engaging the trucking company under workmen's compensation.

In Horwitz, the transporting of Horwitz steel from the Hor-

witz yard by a common carrier for hire was held not to be an integral part of the work of Horwitz, hence, no secondary liability on Horwitz under workmen's compensation and Horwitz was subject to a third party negligence action in State District Court. Obviously, the same result must be reached herein. If the work of Squaw Transit Company in transporting "pipe dope" as a common carrier for hire from the Wichita location of the defendant was not an integral part of the defendant's work in pipe line construction, then there is no secondary liability on the part of the defendant under workmen's compensation and the defendant is subject to a third party negligence action under common law.

The Court is of the opinion and holds that under Oklahoma law and the evidence herein, the plaintiff at all times involved herein was an employee of Squaw Transit Company, was not a loaned servant to the defendant and that the work of the plaintiff and his employer Squaw Transit Company in loading and transporting the said "pipe dope" was not an integral part of the defendant's work or business in pipe line construction. The Court further holds that the fact that the plaintiff was under instructions from his employer, Squaw Transit Company, to assist in loading his truck-trailer unit does not affect the above conclusions and the resulting absence of secondary workmen's compensation liability

on the part of the defendant. Hence, the defendant was subject to the action brought against it herein and the verdict of the jury and judgment based thereon should not be disturbed.

As to the election of remedy, estoppel and res adjudicata questions raised by the defendant, under Title 85 O. S. Section 44(a), supra, an employee has two remedies when injured by a third party not in the same employ. He may recover compensation in Industrial Court, or he may sue the negligent third party in tort. In Horwitz Iron and Metal Co. v. Myler, supra, the fact plaintiff had received compensation from his employer was held not to be a defense to the action for damages arising in tort. The plaintiff may, therefore, bring this action notwithstanding a prior award from the Oklahoma Industrial Court.

The defendant's alternative motion for a new trial is presented on the basis of there being no evidence of negligence on the part of the defendant in connection with the plaintiff's injury and contributory negligence on the part of the plaintiff in stepping or backing off the side of his trailer bed is a bar to his recovery herein. There was evidence of negligence on the part of the defendant causing plaintiff's injury. The Court submitted the defense of contributory negligence to the jury. The verdict of the jury is supported by substantial evidence.

Accordingly, both motions are denied.

Dated this 23 day of November, 1966.

*Fred Daugherty*  
\_\_\_\_\_  
Fred Daugherty  
United States District Judge

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

ANACONDA WIRE AND CABLE  
COMPANY,

Plaintiff,

-vs-

UNITED STATES FIDELITY AND  
GUARANTY COMPANY and  
ALPHA CONSTRUCTION COMPANY,

Defendants.

No. 6086

**FILED**

**NOV 25 1966**

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

JUDGMENT OF EXONERATION OF DEFENDANTS AND  
FOR DISMISSAL WITH PREJUDICE

On this 25 day of November, 1966, the plaintiff having filed herein its APPLICATION FOR JUDGMENT OF EXONERATION OF DEFENDANTS AND FOR DISMISSAL WITH PREJUDICE, and the Court after having heard and considered the said APPLICATION, finds that the plaintiff has compromised and settled all claims and differences with the defendants and further that the defendants, United States Fidelity and Guaranty Company and Alpha Construction Company, are hereby and by these presents exonerated of and from all further liability herein to go hence without delay and that this action should be dismissed with prejudice as prayed for by the plaintiff.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that the claims and causes of action heretofore asserted by the plaintiff against the defendants have been compromised and settled and that the defendants, United States Fidelity and Guaranty Company and Alpha Construction Company, be and they are hereby and by these presents exonerated of and from

all further liability herein to go hence without delay and that this action be and  
the same is hereby dismissed with prejudice.

Irma Daugherty  
JUDGE OF THE UNITED STATES DISTRICT  
COURT IN AND FOR THE NORTHERN  
DISTRICT OF OKLAHOMA.

APPROVED:

John S. Athene  
HORACE D. BALLAINE,  
ATTORNEY FOR PLAINTIFF.

David H. Sanders  
DAVID H. SANDERS,  
ATTORNEY FOR DEFENDANTS.

FILED

NOV 28 1966

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

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

GRANT J. SAULIE )  
 )  
 Plaintiff )  
 )  
 vs. )  
 )  
 F. DON FITZMAN and CLETA FAYE )  
 FITZMAN, husband and wife )  
 )  
 Defendants )

CA # 6460

ORDER OF DISMISSAL WITH PREJUDICE

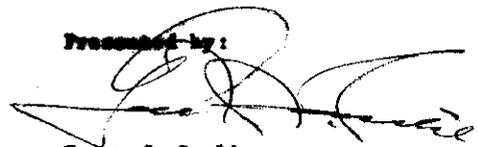
This matter coming on for hearing this day before the above entitled Court on motion and affidavit of plaintiff for an Order of Dismissal with Prejudice, it being made shown to appear that the parties hereto have fully compromised and settled forever their causes of action and claims in the above entitled action, now therefore,

IT IS HEREBY ORDERED, ADJUDGED and DECREED that the above-entitled action be and the same is hereby dismissed with prejudice as to the defendants, F. DON FITZMAN and CLETA FAYE FITZMAN, husband and wife.

Done in open Court this 25<sup>th</sup> day of November, 1966.

*S/ Luther Bohannon*  
\_\_\_\_\_  
J U D G E

Presented by:



Grant J. Saulie pro se  
Attorney at Law  
Fossil Building  
White Salmon, Washington 98672

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

**UNITED STATES DEPARTMENT OF JUSTICE,**

**Plaintiff,**

**vs.  
LEONARD WYATT GRAYSON and  
WILLIAM H. GRAYSON,**

**Defendants.**

**NO. 86-1000  
FILED**

**NOV 28 1966**

**11/28/66 S. P. 11/28/66  
Clerk, U. S. District Court**

**TO WHOM IT MAY CONCERN:**

**This is to certify that the above captioned matter has been con-  
sidered and disposed with prejudice, that there are no further costs  
due and owing, and that there is no further remedy for the removal  
and return of the property in full force and effect.**

**\_\_\_\_\_  
Clerk of the United States District  
Court, District of Columbia**

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

LEOLA VICKA BRADSHAW,

Plaintiff,

vs.

NO. 4508 CIVIL

MIRIAM WENTY CARROLL  
and HELEN M. CARROLL,

Defendants.

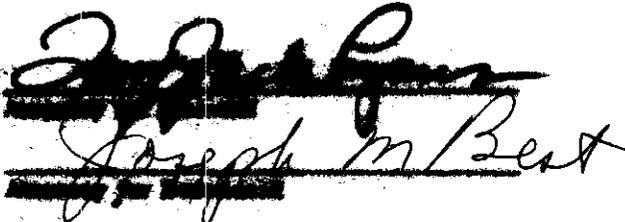
FILED

NOV 28 1966

STIPULATION OF DISMISSAL WITH PREJUDICE

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

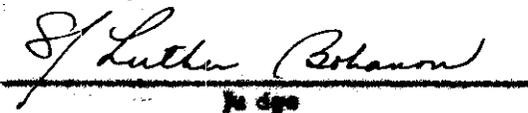
Comes now the plaintiff, through her attorney, Tony Jack Lyons, and the defendant, by and through their attorneys, Best, Sharp, Thomas & Glass, and stipulate that the above captioned cause of action be dismissed with prejudice. That all matters in controversy in this suit between plaintiff and defendant have been fully settled and compromised by agreement, and that there is no further occasion for prosecution of this suit.

  
Joseph M. Best  
Attorney for Defendant

ORDER

Now on this 25 day of November, 1966, this cause came on for hearing on Stipulation of Dismissal. The Court being fully advised in the premises finds that the cause and all threats herein have been settled and duly compromised as between the parties, and the Court further finds that the cause should be and is hereby dismissed with prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that this cause is dismissed with prejudice.

  
Luther Bohannon  
Jc dgo

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

DIAMOND POWER SPECIALTY  
CORPORATION, a corporation,

Plaintiff,

vs.

TECHNO-LINE, INC., a  
corporation,

Defendant.

Civil Action  
No. 6834

FILED

NOV 28 1966

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

J U D G M E N T

The above case having come on regularly for trial before the  
Court without a jury on the 22nd day of November, 1966; and the Court having  
heard evidence, having heard statements of counsel, and having filed its  
Findings of Fact, Conclusions of Law, and Order for Judgment; now, pursuant  
to said Order for Judgment,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED BY THE  
COURT that the plaintiff, Diamond Power Specialty Corporation, a corpora-  
tion, have and recover judgment against the defendant, Techno-Line, Inc., a  
corporation, in the sum of \$17,235.65, together with interest thereon at the  
rate of 6% per annum from the date of judgment, an attorney's fee of \$2,782.00,  
and the costs of this action.

Dated this 25th day of November, 1966.

*Allen E. Barrow*  
Allen E. Barrow  
United States District Judge

APPROVED:

Kugerman, Grubel, Ungerman & Lister

By *William F. Lister*  
Attorneys for Plaintiff

Holloman, Holloman, Hall & Abercrombie

By *William J. Holloman Jr.*  
Attorneys for Defendant

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

FARMERS INSURANCE EXCHANGE,  
a Reciprocal,

Plaintiff,

vs.

WILLIAM CHARLES BRAYTON,  
a Minor; PATSY ANN FORNASH  
and CHARLES RICHARD FORNASH,

Defendants.)

NO. 6400 - CIVIL

FILED

NOV 30 1966

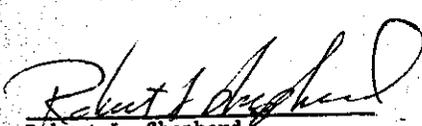
NOBLE C. HOOD  
Clerk, U. S. District Court

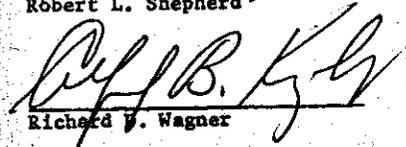
DECLARATORY JUDGMENT

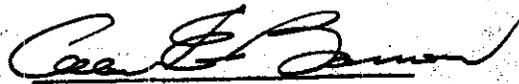
NOW on this 28th day of November, 1966, there came on for hearing pursuant to regular assignment, plaintiff's Motion for Summary Judgment. Attorney Robert L. Shepherd appeared on behalf of defendants and Richard D. Wagner appeared for the plaintiff.

After consideration of the Motion and Brief filed in support thereof, together with the Separate Response filed by each defendant, the Court finds that plaintiff is entitled to a Declaratory Judgment as prayed in Complaint.

IT IS THEREFORE THE ORDER, JUDGMENT AND DECREE OF THIS COURT that Farmers Insurance Exchange has no obligation to William Charles Brayton, a minor, for the reasons stated in plaintiff's Brief, and each defendant herein is hereby enjoined and restrained from prosecuting any claim against plaintiff predicated or arising out of the accident and policy of insurance as alleged in plaintiff's Complaint.

  
Robert L. Shepherd

  
Richard D. Wagner

  
JUDGE