

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

JANE M. DAY,

PLAINTIFF

vs.

MRS. PAUL SIMAN,

DEFENDANT

No. 6489 - CIVIL

FILED

DEC 1 1966

COURT ORDER SUSTAINING MOTION TO DISMISS

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

ON THE 25TH DAY OF NOVEMBER, 1966, PURSUANT TO NOTICE DULY GIVEN ALL PARTIES HEREIN, THIS CASE WAS CALLED FOR HEARING BY THE COURT UPON THE MOTION OF THE DEFENDANT FOR DISMISSAL OF THE ACTION.

THE MOVANT, DEFENDANT HEREIN, APPEARED BY HER ATTORNEY, FRANK SETTLE; PLAINTIFF DID NOT APPEAR IN PERSON OR BY COUNSEL.

THE COURT FOUND THAT THIS ACTION WAS COMMENCED IN THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA, AND WAS THEREAFTER IN DUE TIME DULY REMOVED BY THE DEFENDANT TO THIS COURT.

THE RECORD SHOWS THAT BY DIRECTION OF THE PLAINTIFF, UNDER THE PROVISIONS OF OKLAHOMA STATUTES, TITLE 12, SEC. 187, SUBSECTION (A-2), SUMMONS WAS ISSUED BY THE CLERK OF THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA, FOR SERVICE UPON THE DEFENDANT HEREIN, AND THAT THE SAID SUMMONS WAS SERVED UPON THE DEFENDANT AT THE PLACE OF HER RESIDENCE IN THE STATE OF CALIFORNIA. AFTER REMOVAL OF THIS CASE TO THIS COURT, THE DEFENDANT ENTERED HER SPECIAL APPEARANCE HEREIN, WITH HER MOTION TO DISMISS AND CHALLENGING THE SUFFICIENCY OF THE SAID PROCESS SERVED UPON HER, TO VEST THE STATE COURT AND THIS COURT WITH JURISDICTION IN THIS CASE OVER HER PERSON. DEFENDANT'S MOTION TO DISMISS IS SUPPORTED BY AFFIDAVITS SUFFICIENT TO SHOW THAT DEFENDANT COMMITTED NO ACT IN THE STATE OF OKLAHOMA UPON WHICH TO BASE SUCH SERVICE OF PROCESS UPON DEFENDANT UNDER THE PROVISIONS OF SAID STATUTE. DEFENDANT HAS ALSO SUBMITTED, IN CONNECTION WITH HER MOTION, A BRIEF OF AUTHORITIES CHALLENGING THE VALIDITY OF SAID OKLAHOMA STATUTE, IN THE LIGHT OF CERTAIN PROVISIONS OF THE UNITED STATES CONSTITUTION. IN THE LIGHT OF THE UNREFUTED FACTS ESTABLISHED HEREIN BY THE SAID AFFIDAVITS FILED, THE COURT DEEMS IT UNNECESSARY TO GIVE CONSIDERATION TO THE SAID QUESTION OF THE CONSTITUTIONALITY AND VALIDITY OF SAID STATUTE. THE SAID AFFIDAVITS FILED HEREIN

BY THE DEFENDANT IN SUPPORT OF HER MOTION TO DISMISS ARE UNREFUTED BY THE PLAINTIFF AND ARE THEREFORE BY THE COURT CONSIDERED TO BE ADMITTED AND TRUE IN FACT, AND THE COURT CONSIDERS THE ESSENTIAL FACTS AS SO SHOWN ARE SUFFICIENT TO ESTABLISH THAT THERE WAS NO LEGAL BASIS FOR THE ISSUANCE AND SERVICE OF SAID PROCESS UPON DEFENDANT AT HER PLACE OF RESIDENCE IN THE STATE OF CALIFORNIA; AND THE COURT THEREFORE FINDS THAT NO JURISDICTION OVER THE DEFENDANT WAS BY SAID PROCESS VESTED IN THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA, AND THAT THIS COURT ACQUIRED NO JURISDICTION OVER THE DEFENDANT IN THIS CASE; AND THE COURT FINDS THAT THE DEFENDANT'S MOTION TO DISMISS SHOULD BE SUSTAINED.

NOW, THEREFORE, IT IS BY THE COURT ORDERED THAT DEFENDANT'S MOTION TO DISMISS THIS CASE IS SUSTAINED AND THE COURT ORDERS THAT THIS ACTION IS HEREBY DISMISSED.


JUDGE

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

JAMES H. BURTRUM,

Plaintiff,

vs.

MAYHEW STEEL PRODUCTS, INC.,
a corporation, and STOWE
HARDWARE AND SUPPLY COMPANY,
a corporation, sued herein as
STONE HARDWARE AND SUPPLY
COMPANY, a corporation,

Defendants.

CIVIL

No. 6495

FILED

DEC 1 1966

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

O R D E R

Now, on this 1st day of December, 1966, the
Court having the duty at all times to inquire into its
jurisdiction, finds:

1. That this cause was originally filed in
the District Court of Tulsa County, Oklahoma, on July 12,
1966. In his petition plaintiff alleged that Mayhew Steel
Products, Inc., was a Massachusetts Corporation and Stone
Hardware and Supply Company was a Missouri corporation.
Plaintiff further alleged that the principal place of business
of Mayhew Steel Products, Inc., was Shelburne Falls, Massachu-
setts and the principal place of business of Stone Hardware
and Supply Company was Kansas City, Missouri.
2. That on August 4, 1966, defendants filed
their Petition for Removal in this Court. That in alleging
the jurisdictional requirements, defendants stated that it was
alleged in the petition of plaintiff that Mayhew Steel Products,
Inc., was a Massachusetts Corporation and Stone Hardware and
Supply Company, whose correct name was Stowe Hardware and
Supply Company, was a Missouri corporation. It is further

stated that both corporations are citizens and residents of Massachusetts and Missouri respectively. There is no allegation as to the principal place of business of either corporation.

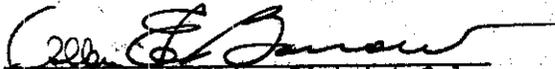
3. That on September 8, 1966, both defendants filed their separate answers in this cause. Both defendants filed a general denial to any allegations in the petition except those specifically admitted. In their separate answers, both defendants admitted their states of incorporation, but did not admit that the principal places of business were those alleged by plaintiff in his petition, and failed to allege where their principal places of business are.

4. The Court further finds that there is no jurisdictional allegation in the file which shows an uncontroverted principal place of business of either of the defendants, and that defendants have not affirmatively alleged their principal place of business.

5. The Court, therefore, finds that the jurisdictional allegation, conferring jurisdiction on this Court is defective.

6. The Court further finds that the time to file an amendment of the jurisdictional allegations has expired.

IT IS, THEREFORE, ORDERED that this cause be and is remanded to the District Court of Tulsa County, Oklahoma.


United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

JAMES B. FURNACE,

Plaintiff,

vs.

Dr. GIBB OWEN

THE UNITED STATES OF AMERICA,
By and through the undersigned,
Attorneys for the Plaintiff.

Defendant.

FILED

DEC - 2 1966

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

VERIFICATION

This action came on for trial before the Court, before Honorable U. S. District Judge, presiding, and the jury was impaneled, sworn, and a decision having been rendered, the Court upon the findings of fact and conclusions of law then say that:

IT IS ORDERED AND ADJUDGED that the plaintiff, JAMES B. FURNACE, Attorney at Law, of the District of Columbia, be appointed guardian ad litem of the defendant, Dr. GIBB OWEN, in this cause, and that the said guardian ad litem be authorized to do all things which may be necessary and proper to carry out the duties of his office, with respect to the said defendant, and that the Court shall retain jurisdiction of the matter.

IT IS FURTHER ORDERED AND ADJUDGED that JAMES B. FURNACE, Attorney at Law, be appointed guardian ad litem of the said defendant.

DONE this 1st day of December, 1966.

(s) Luther Robinson
Attorney for Plaintiff

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

O. C. RILEY,

Plaintiff.

vs.

RYDER TRUCK RENTAL, INC.
and
WHITE MOTOR CORPORATION,
formerly WHITE MOTOR COMPANY,

Defendants.

CIVIL

6337

FILED

DEC - 2 1966

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

ORDER

Now, on this 2nd day of December, 1966, the Court having the duty at all times to inquire into its jurisdiction, finds:

1. That this cause was removed from the District Court of Tulsa County, Oklahoma, on December 23, 1965. In the Petition for Removal defendant, Ryder Truck Rental, Inc., alleged that plaintiff was a citizen of Oklahoma and that Ryder Truck Rental, Inc., was a Florida corporation. Ryder Truck Rental, Inc., did not allege the principal place of business of said corporation as required.

2. Thereafter, plaintiff amended his complaint and made White Motor Corporation, formerly White Motor Company, an additional party defendant. The plaintiff has not alleged the principal places of business of said corporations.

3. The Court therefore finds that there is no jurisdictional allegation in the file which shows the principal place of business of either of the defendants.

4. The Court further finds that the jurisdictional allegation, conferring jurisdiction on this Court is defective.

5. The Court further finds that the time to file an amendment of the jurisdictional allegations has expired.

IT IS, THEREFORE, ORDERED that this cause be and is hereby remanded to the District Court of Tulsa County, Oklahoma.


United States District Judge

granted authority to bring a condemnation action in Federal Court provided the amount involved exceeds \$3,000.00. Under this statute it is provided that GRDA may also bring a condemnation action in State Court and if brought by GRDA in either State or Federal Court a condemnation case will be handled under State Court practice and procedure as nearly as possible.

Federal Courts are courts of limited jurisdiction and exercise jurisdiction only in instances where the same is granted. Shamrock Oil & Gas Corp. v. Sheets, 313 U.S. 100, 85 L.Ed. 1214, 61 S.Ct. 868 (1941). If a case is removed to Federal Court from a State Court the same should be remanded to State Court in cases of doubtful federal jurisdiction or right to remove. Maurer v. International Typographical Union, 139 F.Supp. 337 (D. Pa. 1956); Willingham v. Creswell-Keith, Inc., 160 F.Supp. 741 (W.D. Ark. 1958).

This statute (16 United States Code 814) giving GRDA the right to sue in Federal Court in a condemnation case brought by it (if \$3,000.00 is involved) does not grant GRDA the right to remove a case brought against it by another in State Court in the nature of reverse condemnation (or for damages). Without a clear statutory grant of authority to GRDA to remove to Federal Court a case which is properly brought against it in a State Court its right to remove must be based on one of the grounds contained in the removal statutes (28 United States Code 1441, et seq). As stated above, diversity does not exist in this case nor is a substantial federal question involved. GRDA does not assert a right of removal herein except by reason of its statutory authority to sue in Federal Court in a condemnation matter involving \$3,000.00. Pertinent to the question as to whether a proper removal has been effected herein are those cases in which the Congress has granted

a federal governmental agency the right "to sue and be sued" in State or Federal Courts. These cases provide that if such governmental agency is sued in State Court its right to remove to Federal Court must be based on some independent ground other than the statutory right to sue and be sued. Removal in such cases was approved on some specific ground contained in the removal statutes. Sarner v. Mason, 228 F.2d 176 (Third Cir.-1956); James River Apartments v. Federal Housing Administration, 136 F.Supp. 24; (D.C. Md.-1955).

Accordingly, sua sponte, the Court must and does hereby remand this case to the State Court from which removed. McMahon v. Fontenot, 212 F.Supp. 812, (W.D. Ark.-1963). The Clerk is directed to take the necessary action to remand this case.

Dated this 2 day of December, 1966.

Fred Daugherty
Fred Daugherty
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-)

ARTHUR DANIEL NICHOLAS, Jr.,)
and DORIS M. NICHOLAS, husband)
and wife, OKLAHOMA TAX COMMISSION,)
GREER ELECTRIC COMPANY, a corporation,)
and BERRY CARTER COMPANY,)

Defendants.)

No. 6496

FILED

DEC - 2 1966

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

JOURNAL ENTRY OF JUDGMENT

NOW, on the 22nd day of November, 1966, the above entitled matter came on for hearing, having been set for hearing; the plaintiff appearing by Wilbur J. Hölleman, Jr., and the defendants, except Greer Electric Company, not appearing, and being in default or having disclaimed; and Greer Electric Company appearing by its counsel, William Leiter, who advised the Court that Greer Electric Company did disclaim any interest in the matter; 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 and upon oral motion of the plaintiff herein finds that the material allegations of plaintiff's first amended complaint are true and correct;

That the defendants, Arthur Daniel Nicholas, Jr., and Doris M. Nicholas, did on or about the 24th day of July, 1964, execute and deliver their note in the sum of Twenty-six Thousand, Seven Hundred Fifty and no/100 Dollars (\$26,750.00), secured by a mortgage on real property covering the hereinafter described property to Hall Investment Company which on November 11, 1964, assigned the said

note and mortgage to the plaintiff, The Western and Southern Life Insurance Company, a corporation; that the defendants, Arthur Daniel Nicholas, Jr. and Doris M. Nicholas, defaulted upon the note and mortgage in that they failed to make the payment due on January 1, 1966.

That there is due from the defendants, Arthur Daniel Nicholas, Jr. and Doris M. Nicholas, to the plaintiff, The Western and Southern Life Insurance Company, a corporation, by virtue of the aforesaid note, the sum of \$26,205.92, with interest thereon at the rate of 5½% per annum from November 1, 1966, until paid, plus the sum of \$1,139.89, as accrued interest thereon from date of default to November 1, 1966, together with attorney's fee of \$2,620.59, as provided in said note, abstract costs of \$23.00 and costs of this action.

That any interest or claim of the defendants, Oklahoma Tax Commission, Greer Electric Company, a corporation, and Berry Carter Company, are 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, Arthur Daniel Nicholas, Jr., and Doris M. Nicholas, who were personally served with process, but did not answer or otherwise appear, for the sum of \$26,750.00, as unpaid principal, with interest thereon at the rate of 5½% from November 1, 1966, until paid, plus the sum of \$1,139.89 as accrued interest thereon from date of default to November 1, 1966, together with an attorney's fee of \$2,620.59, as provided in said note, abstract costs of \$23.00, and costs of this action.

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

Lot Two (2) and the East Forty-two (42) Feet of Lot Three (3), Block Five (5), Moeller Heights, an Addition in Tulsa County, 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, Arthur Daniel Nicholas, Jr. and Doris M. Nicholas, for the sum of \$26,205.92, as the unpaid principal upon said note, with interest thereon at the rate of 5½% per annum from November 1, 1966, until paid, plus the sum of \$1,139.89 for accrued interest thereon from date of default to November 1, 1966, together with an attorney's fee of \$2,620.59, as provided in said note, abstract costs of \$23.00 and the costs 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, Arthur Daniel Nicholas, Jr. and Doris M. Nicholas, fail for six months from the date of this judgment to pay the plaintiff the aforesaid sums and the costs 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 costs of this action and the sale.
- (2) In payment of any unpaid taxes due.
- (3) In payment of the sum of \$26,750.00 principal with interest thereon at the rate of 5½% per annum from November 1, 1966, until paid.
- (4) In payment of the sum of \$1,139.89 accrued interest from the date of default to November 1, 1966.

(5) In payment of attorney's fee of plaintiff's counsel in the sum of \$2,620.59.

(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 costs, then execution shall issue against the defendants, Arthur Daniel Nicholas, Jr. and Doris M. Nicholas, 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, Arthur Daniel Nicholas, Jr. and Doris M. Nicholas, 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.

UNITED STATES DISTRICT JUDGE

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

ROBERT A. WHITEBIRD, et al.,

Plaintiff,

vs.

No. 5929 Civil

THE EAGLE-PICHER COMPANY,

Defendant.

PEARL CRAWFISH PEERY, et al.,

Plaintiff,

vs.

No. 6266 Civil

THE EAGLE-PICHER COMPANY,

Defendant.

FILED

DEC - 7 1966

IDA LOUISE McQUILLIN KILLOUGH,

Plaintiff,

vs.

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

THE EAGLE-PICHER COMPANY,

Defendant.

No. 6267 Civil

(CONSOLIDATED
FOR TRIAL)

O R D E R

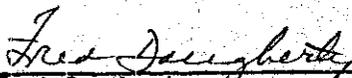
The Motion for New Trial of the plaintiffs' has been considered. The matters raised therein are deemed by the Court either to be immaterial in view of the decision reached herein by the Court and/or to have been fully considered by the Court in reaching the decision made herein. The Court is not disposed to alter any of the findings of fact or conclusions of law heretofore entered. Accordingly, the Motion of the plaintiffs' for New Trial is overruled.

With reference to the plaintiffs' Motion to Reopen to introduce in evidence two depositions, the Court would first observe that each of these deponents testified in person at the trial and their depositions, therefore, should not be introduced in evidence and could only be used for impeachment purposes, if in fact they contained answers different from those given by the deponents in person at the trial, or as to an admission against interest, if in fact they contained such which would be binding on the defendant.

In the orderly administration of justice a case should not be reopened for the purpose of receiving impeaching type testimony or admissions against interest, particularly, when such testimony was known to or in the possession of the movant prior to the trial. The circumstances presented by the motion fail to show a justification for the reopening of the case to introduce impeaching type testimony or admissions against interest. The impeachment, if any, and the admissions, if any, said to be contained in these depositions are not set out in the motion and the Court is satisfied that they would not alter or produce a different result from that heretofore announced by the Court.

Therefore, in the discretion of the Court the Motion to Reopen is overruled. Rule 59 Federal Rules of Civil Procedure, 28 U.S.C.A.; Eastern Airlines vs. United States (D.C. Del.-1953) 110 F.Supp. 499; Rue vs. Feuz Const. Co. (D.C. D.C.-1952) 103 F.Supp. 499.

Dated this 7th day of December, 1966.



Fred. Daugherty
United States District Judge

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

McCULLOUGH TOOL COMPANY, a corporation;)
ROBERT W. PRINGLE, an individual;)
KENNETH I. ROULSTON, an individual; and)
GEORGE M. BROWNELL, an individual,)

Plaintiffs,)

vs.)

SERGE A. SCHERBATSKOY, an individual,)

Defendant.)

Civil Action
No. 6249

FILED

DEC 14 1966

ORDER FOR TRANSFER OF CAUSE NOBLE C. HOOD
TO THE SOUTHERN DISTRICT OF TEXAS Clerk, U. S. District Court
HOUSTON DIVISION

Upon motion of McCullough Tool Company for transfer of this cause to the United States District Court for the Southern District of Texas, Houston Division, the Court finds that there is pending in the named Court another action wherein the same claim is asserted upon behalf of McCullough Tool Company against the defendant Scherbatskoy and others who are charged to be jointly and severally liable thereon. The Court further finds that process has been had and sustained in the said action upon the defendant Scherbatskoy commanding his personal appearance and response before the said District Court of the United States for the Southern District of Texas, Houston Division.

The Court further finds that unless this cause be transferred as prayed in the pending motion, duplicate trials of identical issues will be required in two Courts of the United States to the congestion of the dockets of the said Courts and to the inconvenience of the parties and witnesses.

The Court further finds that the convenience of the parties and witnesses, and the interests of justice, require that this cause be transferred to the Southern District of Texas, Houston Division, as permitted and provided in Title 28 U.S.C. Section 1404(a).

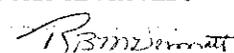
IT IS THEREFORE ORDERED that this cause be and the same is hereby transferred to the District Court of the United States for the Southern District of Texas, Houston Division, there to proceed in accordance with the further order of that Court. The clerk is herewith directed forthwith to transmit the files and record of this cause to the named Court together with and including this order.

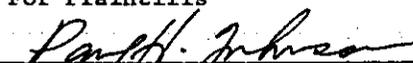
The objection of the defendant Scherbatskoy to each of the findings and conclusions upon which this order is rested, and to the order itself, and his separate and several exceptions thereto are noted and overruled.

Dated at Tulsa, Oklahoma, this 14th day of December, 1966.


United States District Judge

FORM APPROVED:


For Plaintiffs


For Defendant

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

United States of America,

Plaintiff,

vs.

Civil No. 6406

Hubert Doyle Williamson and
Beverly J. Williamson, husband
and wife; G. B. Wiley and Ruth
Ellen Wiley, husband and wife;
and Marvin Cecil Jackson and
Helen Lee Jackson,

Defendants.

FILED

DEC 14 1966

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

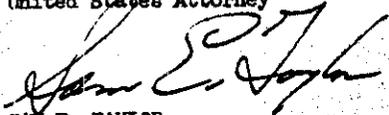
NOTICE OF DISMISSAL

TO: Hubert Doyle Williamson and Beverly J. Williamson
G. B. Wiley and Ruth Ellen Wiley
Marvin Cecil Jackson and Helen Lee Jackson

Pursuant to the provisions of Rule 41(a)(1) of the Federal
Rules of Civil Procedure, Title 28 U.S.C., Plaintiff hereby dismisses
without prejudice the above-styled action.

UNITED STATES OF AMERICA

JOHN M. IMEL
United States Attorney


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

to the Plaintiff rendered, and that execution do issue therefor.

Done and Ordered at Tulsa, Oklahoma this 29th day of
November, 1966.

United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OKLAHOMA

ARTHUR L. FOSTER and RUSSELL L. ...
Plaintiffs,

vs.

AMERICAN FLYING AIRLINE ...
Defendant.

No. 6923 Civil

FILED

DEC 15 1966

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

ORDER OF COURT

This matter came on for hearing before the Court on the 1st day of November, 1966, at Tulsa, Oklahoma, upon the motion of the plaintiff to remove this cause to the Superior Court of Creek County, Oklahoma, Eastern Division, for cause as was stated. The plaintiff appeared by their attorneys, Arthur L. Foster, and the defendant appeared by its attorney, Wm. L. ... and the Court, after hearing the oral arguments of counsel, and having carefully examined the pleadings and records in this cause, and being satisfied with the jurisdiction of the Superior Court, is of the opinion that this cause should be removed to the Superior Court of Creek County, Oklahoma, Eastern Division, for that Court to determine whether the County Court of Creek County, Oklahoma, is exercising the plaintiff as administrator, executed the judgment, that is, was the judgment of the plaintiff is enforceable. This is a matter of State law and this court appears to have been previously passed upon by the Superior Court of the State of Oklahoma. Therefore, this Court feels that this cause should remain here (transferring the cause) and that the State Court should be given the first opportunity to pass thereon, and to decide the issue.

IT IS HEREBY ORDERED THAT this cause be removed to the Superior Court of Creek County, Oklahoma, Eastern Division.

DATED this 15 day of December, 1966.

Luther Bohannon
Clerk of the Court

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

JOHN WILLIAM CARTER,

Plaintiff,

-vs-

KEVIN R. CLARK,

Defendant.

No. 6498

FILED

DEC 16 1966

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

ORDER

Upon the Motion and Stipulation for Dismissal
by both parties, the court finds that all issues of fact and law have been
compromised and settled, and hereby orders the above named case be
and hereby is dismissed with prejudice, the costs to be paid by the
Defendant.

1319 Lester Johnson
1966

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

INDUSTRIAL LEASING OF MICHIGAN,
INC., a Tennessee corporation,

Plaintiff,

vs

COMMERCIAL REVENUE CORPORATION,
an Illinois corporation,

Defendant.

Civil No. 6466

FILED

DEC 19 1966

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

ORDER OF DISMISSAL

At Tulsa, within the Northern District of Oklahoma, on the 7th day of December, 1966, this cause came on for pre-trial hearing, pursuant to regular setting and notice thereof, and the plaintiff appeared by its attorneys, Fred W. Hudson and Wm. J. Threadgill, Mr. Threadgill appearing, and the defendant appeared by its attorneys, Rosenstein, Hudson, Livingston, Vist and Ringold, Mr. David Vist appearing, at which time the plaintiff moved for a voluntary dismissal of the action; and,

It appearing that defendant has not pleaded any counter-claim against plaintiff, that defendant will not be prejudiced or inconvenienced by such dismissal, and that defendant consents

IT IS ORDERED that the action be, and it is hereby dismissed without prejudice.



NOBLE C. HOOD

APPROVED:



W. J. Threadgill



DAVID H. VIST

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

WALTER BROWN, et al.,
Plaintiff,
vs.
CANTONMENT COMPANY CORPORATION,
Defendant,
and
WALTER BROWN COMPANY,
Additional Defendant and Plaintiff,

CIVIL NO. 5463

FILED
Hopen Court
DEC 20 1966

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

WALTER BROWN COMPANY'S BILL

On this 20th day of December, 1966, there came on for hearing the Motion of the Assignees and Purchasers herein to confirm the Sale of Real Estate and other properties made by the United States Marshal for the Northern District of California on the 2nd day of November, 1966, under the writ of Execution and Alias writ of Execution issued by the Court Clerk of the United States District Court for the Northern District of California.

The court, having carefully examined the proceedings of said United States Marshal's Sale under said writ of Execution and Alias writ of Execution, finds that the said writ of Execution was duly levied upon the following property belonging to the Wilson Grain Storage Company:

- (a) A tract of land containing 10,307 square feet, or .235 acres, in the Northwest Quarter (NW 1/4) of the Northwest Section (NW 1/4) of Section 16, T-20N, R-10E, S-1E, Township 20N, Range 10E, Section 16, T-20N, R-10E, S-1E, California, bounded as follows: Starting at the point where the center line of the St. Lawrence River crosses the north line of said Section 16, thence north-south (N-S) across westerly along said north line for 144.61 feet, more or less, to a point that is 100 feet from, as measured at a right angle to, the center line of said railroad; thence north-westerly on a line parallel to and 100 feet to the point of beginning of said .235 acre tract; thence northerly at a right angle for 41.6 feet; thence easterly at a right angle for

120.4 feet; thence southeasterly at a right angle for 41.4 feet; thence southeasterly at a right angle for 220.4 feet to the point of beginning of said tract.

- (b) Lott's tract under Lot No. 1-1784, pursuant to Lot No. 1-1784, dated June 12, 1924, between St. Louis National Bank, National County, Iowa, and Union Grain Storage Company, Iowa, covering the following described property:

Commencing at the intersection of the center line of Lot No. 1 North Main Street with the North line of Section Thirty-three (33), Township Nine-North (19) North, Range Twelve (12) East, Tenth County, Oklahoma at which thence southeasterly along the center line of said Main Street 45.2 feet; thence southeasterly at right angles 17.5 feet for a point of beginning; thence southeasterly parallel with said Main Street 404 feet; thence southeasterly at right angles 71.2 feet to lander's southeasterly right-of-way line which is parallel with and 100 feet southeasterly distant in a southeasterly direction from the center line of said North Main Street; thence southeasterly along said right-of-way line 205.2 feet; thence easterly 144.2 feet to the point of beginning. Acreage about contains 20.225 square feet, Tr. No. 18107-111.

- (c) Steel building erected by Union Grain Storage Company, a co-partnership, with equipment, apparatus, and fixtures therein, standing partially upon the lander's estate described in paragraph (b) above, and partially on the fee title property described in paragraph (a) above. Building described as a certain 30' x 120' x 10' building E. F. S. Grain Storage Building and accessories, including sanitation system and hot spot detection system.

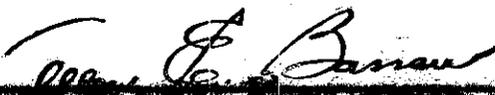
Said properties were not exempt from levy and sale under execution, and were duly executed by disinterested bondholders as provided by law, at the sum of \$45,000.00. The United States Marshal for the Northern District of Oklahoma caused due and proper notice of such sale to be published in the Tulsa Daily Legal News, a newspaper printed in and of general circulation in, Tulsa County, State of Oklahoma, as appears from the printer's affidavit of publication, on the day therein fixed, being the 12th day of November,

1936, said properties were sold to James A. Fotts and John E. Fotts, Jr., as tenants in common, being the highest bidders therefor, for the sum of \$25,000.00, which is two-thirds the appraised value of said properties, which sum has been deducted from a judgment of \$75,000.00, plus interest and costs against the First Guaranty Savings Company, which has been heretofore assigned to the said purchasers. Said buyers have paid all costs and expenses of said execution and sale.

The Court is satisfied that the said sale conformed in all material respects with the applicable laws of the United States of America and in the State of Oklahoma, and the Court Clerk is accordingly directed to enter an entry on the Journal of this Court that the court is satisfied with the legality of said sale.

IT IS ORDERED, ADJUDGED, AND DECREED by the Court that said United States Marshal's sale, and all proceedings under the writ of execution and alias writ of execution issued herein, be, and the same are, hereby approved and confirmed.

IT IS FURTHER ORDERED that the United States Marshal for the Northern District of Oklahoma take and account to the buyers at said sale, James A. Fotts and John E. Fotts, Jr., as tenants in common, a good and sufficient deed to said above described properties.


J. P. Barrow
Marshal of the United States Northern District of Oklahoma

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

FLOYD HARDESTY, Administrator of the)
Estate of ALLIE PESTERFIELD, deceased;)
and IVERA WEAVER, surviving next of kin)
of JIMMY DARREL HAMBLIN, deceased, and for)
the use and benefit of the Estate of)
JIMMY DARREL HAMBLIN,)

Plaintiffs,)

vs.)

No. 5822 Civil)

STATE FARM MUTUAL AUTOMOBILE INSURANCE)
COMPANY, a foreign insurance company,)

FILED

Defendant.)

DEC 20 1966

ORDER

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

This case was tried to a jury on an interrogatory by which the jury was asked to determine from the evidence before it if the residence at 6827 North Trenton in Tulsa, Oklahoma, was a household of Fred Ennis, Sr., on the 27th day of January, 1962. The answer of the jury was "No": Fred Ennis, Sr. had a household at 1517 East 72nd Street North, in Tulsa, Oklahoma, a few blocks away, which he had bought, lived in and owned since 1955. This is undisputed. It was stipulated between the parties at the trial that Fred Ennis, Jr., son of Fred Ennis, Sr., was a resident of the home located at 6827 North Trenton on January 27, 1962, and not a resident of 1517 East 72nd Street North. The jury was instructed by the Court that Fred Ennis, Sr., under the law, could have more than one household, meaning in this case that he could have had one at 1517 East 72nd Street North and another one at 6827 North Trenton.

The jury found under the evidence that Fred Ennis, Sr., did not have a household at 6827 North Trenton on January 27, 1962, thereby indirectly finding and determining that 6827 North Trenton was the household of the three sisters of Fred Ennis, Sr., who had bought the same in 1949, and who had lived there since.

Judgment was entered by the Court on the verdict of the jury based on their answer to said interrogatory with the result that the defendant had no liability pertaining to an accident involving a car driven by Fred Ennis, Jr., since its policy of insurance was issued to Fred Ennis, Sr., and Fred Ennis, Jr., was not covered thereunder because at the time of the accident he was not a member of his father's household.

The Court of Appeals reversed for the reason that the Court should have directed the jury to also decide whether, under the evidence, the house at 6827 North Trenton could have contained two separate households, namely, one belonging to the three sisters and one belonging to Fred Ennis, Sr. The Court of Appeals found no fault with the Court's instruction to the jury that a household must be under a single management. This is the unquestioned law of Oklahoma and a well recognized rule of law. Indemnity Ins. Co. v. Sanders, (Okl.-1934) 36 P.2d 271. Page 4 of the opinion herein of the United States Court of Appeals, Case No. 7969, filed May 19, 1966.

In connection with this reversal by the Court of Appeals this Court would observe that the question of whether 6827 North Trenton might have contained two separate households, one belonging to and being under the single management of the three sisters, and one belonging to and being under the single management of Fred Ennis, Sr., was not submitted to the jury for the reason that the case was not plead, pretried or tried on this basis or theory by the plaintiffs. The plaintiffs presented their case on the basis or theory that the residence at 6827 North Trenton contained but one household, consisting of the three sisters, Fred Ennis, Jr. and Fred Ennis, Sr., with Fred Ennis, Sr., being the head thereof. This Court recognizes that one structure may contain several

separate households, as indeed would be the case, for example, in an apartment house, hotel, boarding establishment or similar structure where a great many separate households may exist under one roof or in the same structure. But there was no evidence introduced in this case that a certain part or portion or a certain room or rooms at 6827 North Trenton comprised the separate household of Fred Ennis, Sr., and a different part or portion or certain rooms at 6827 North Trenton comprised the separate household of the three sisters. The evidence revealed that Fred Ennis, Sr. did not sleep at 6827 North Trenton, did not have a room there, did not keep his clothes or toilet articles there but that he slept and kept his clothes and toilet articles in his home at 1517 East 72nd Street North which he owned. Because the plaintiffs did not present their case on the basis of 6827 North Trenton containing two separate households and because there was no evidence of any kind that a certain part of the structure at 6827 North Trenton could be deemed to be the household of Fred Ennis, Sr. separate and apart from the part comprising the household of his three sisters, the Court did not find justification to request the jury to consider this question or make a determination thereof. The facts at hand were vastly different from those in Ray v. John Waldron Corporation, (N.J.-1936) 187 Atl. 140. However, this Court recognizes that the law of this case by virtue of the opinion of the Court of Appeals is that such second interrogatory should have been submitted.

On remand, the Court of Appeals in its opinion, stated:

"This leaves for consideration the further issue whether, if the jury should find that the insured did maintain a household at the Trenton Street place, his son was a resident of it or the household of the aunts. In that regard there is strong and cogent evidence tending to show that as a resident of the Trenton Street place, the son was a member of his aunts household and

not his father's. The sufficiency of the contradictory evidence to go to the jury on this point is a matter which we leave to the trial court in the first instance on remand."

At the close of the evidence the defendant moved for a directed verdict on the basis that under the evidence reasonable men could not find Fred Ennis, Jr. to be a member of his father's household at the time of the accident. In overruling this motion the Court stated:

"THE COURT: Allright. It (defendant's motion for directed verdict) will be denied with some misgivings, and I have some hesitancy in submitting this case to the jury and I'm not fully satisfied in my own mind at this time that if they answer in the affirmative that I'll let it stand."

Had the jury answered the interrogatory submitted in the affirmative or in favor of the plaintiffs the Court would have granted a Judgment Notwithstanding the Verdict. This would have been done because the evidence disclosed that Fred Ennis, Jr. had been reared by the three sisters of Fred Ennis, Sr. since he was eight months old with practically no assistance, financial or otherwise, from Fred Ennis, Sr. over a period of approximately twenty years. Fred Ennis, Sr. owned and lived at his own home at 1517 East 72nd Street North where he slept and kept his clothes and personal effects. He never lived at 6827 North Trenton. Fred Ennis, Jr. never lived at 1517 East 72nd Street North but was a resident of 6827 North Trenton at the time of the accident and the parties stipulated to this effect. Under the evidence of this case reasonable men could only conclude that Fred Ennis, Jr. was a member of the household of the three sisters at 6827 North Trenton on January 27, 1962. While Fred Ennis, Sr. had some contacts with 6827 North Trenton and assuming he had a household there, under the evidence of this case reasonable men could only

conclude that Fred Ennis, Jr. was not a member of his household on January 27, 1962.

Accordingly, the evidence being insufficient to permit this interrogatory to be submitted to a jury, a judgment is entered on remand in favor of the defendant dismissing the plaintiffs' cause of action.

Dated this 20 day of December, 1966.

Fred Daugherty

Fred Daugherty
United States District Judge

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

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA, a)
Corporation,)

Plaintiff,)

vs.)

EULA HOOTEN MATTHEWS and)
DOYLE FRANKLIN HOOTEN,)
Defendant.)

No. 6550 Civil

FILED

DEC 20 1966

ORDER SUSTAINING MOTION TO DISMISS OF THE DEFENDANT, EULA HOOTEN MATTHEWS **NOBLE C. HOOD**
Clerk, U. S. District Court

Now on this 28th day of November, 1966, there came on for hearing, pursuant to regular notice, the motion to dismiss of Eula Hooten Matthews; Gable, Gotwals, Hays, Rubin & Fox and G. Ellis Gable appeared for plaintiff, Prudential Insurance Company of America; Palmer, Shepherd, Maner & Armstrong and Thomas L. Palmer appeared for defendant, Eula Hooten Matthews, and William J. Threadgill appeared for Doyle Franklin Hooten; the Court having reviewed the briefs of the parties herein, having heard argument of counsel, and being fully advised in the premises, finds that the motion to dismiss of Eula Hooten Matthews should be sustained on the grounds that this Court has no jurisdiction over the subject matter of this action for the reason that there is no diversity of citizenship between the claimants to the fund under 28 U.S.C.A. 1335, and for the further reason that the requisite jurisdictional amount of Ten Thousand Dollars (\$10,000.00), exclusive of interest and costs, is not involved under 28 U.S.C.A. 1332.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the motion of Eula Hooten Matthews to dismiss this action be, and the same is hereby sustained; and the clerk is ordered and directed to refund to the plaintiff, Prudential Insurance Company of America, the amount of its deposit and tender into Court.

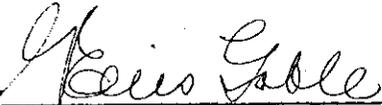


ALLEN E. BARROW, JUDGE OF THE UNITED
STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

APPROVED AS TO FORM:

GABLE, GOTWALS, HAYS, RUBIN & FOX

G. ELLIS GABLE

By 

Attorneys for Plaintiff, Prudential
Insurance Company of America

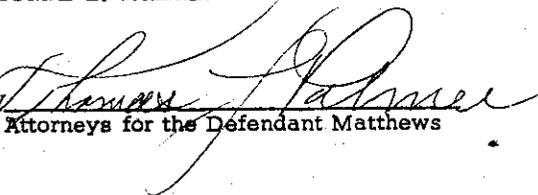
WILLIAM J. THREADGILL

By 

Attorney for Defendant Hooten

PALMER, SHEPHERD, MANER & ARMSTRONG

THOMAS L. PALMER

By 

Attorneys for the Defendant Matthews

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

WAYNE M. WHITLOW,

Plaintiff,

vs.

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

Defendant.

CIVIL NO. 6346

FILED

DEC 21 1966

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

ORDER

After careful consideration of the pleadings and the transcript of the proceedings relating to the application of the Claimant for disability benefits, the Court finds that the decision of the Secretary of Health, Education and Welfare should be reversed in part and remanded for further proceedings in conformity with the memo filed in this case.

IT IS, THEREFORE, ORDERED that the decision of the Secretary of Health, Education and Welfare that the Claimant is physically and mentally able to return to his former occupation of raising cattle is reversed, and the case is remanded to the Secretary for the taking of evidence to show the availability of positions which the claimant is capable of performing.

DATED this 21st day of December, 1966.

Allen F. Burrow
UNITED STATES DISTRICT JUDGE

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

WILLIS J. CRAIG,

Plaintiff,

vs.

METROPOLITAN LIFE INSURANCE
COMPANY,

Defendant.

CIVIL NO. 6510

FILED

DEC 21 1966

ORDER

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

This matter came on for pre-trial on December 8, 1966,
plaintiff being represented by his attorney, Bruce H. Harlton, Jr., and
defendant being represented by its attorney, G. Ellis Gable.

The Court finds that it has a duty at all times before
final judgment to inquire into its jurisdiction.

Upon further consideration, the Court finds that it does
not have jurisdiction of this case.

The Court further finds that this case was removed to this
Court by the defendant from the District Court of Tulsa County, Oklahoma.

IT IS, THEREFORE, ORDERED that this case be remanded to
The District Court of Tulsa County, Oklahoma, because this Court lacks
jurisdiction.


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

Civil Action File No. _____

FILED

DEC 21 1966

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

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs.

BRANNON, FULPS & COMPANY,

Defendant.

6627

FINAL JUDGMENT
OF PERMANENT
INJUNCTION

It appearing to the Court that the defendant BRANNON, FULPS & COMPANY, having stipulated and consented to the entry of a Final Judgment of Permanent Injunction, on file herein, restraining and enjoining said defendant from violations of Section 15(c)(3) of the Securities Exchange Act of 1934, as amended, 15 U.S.C. 78 o(c)(3), and Rule 17 CFR 240.15c3-1 thereunder, which stipulation and consent is incorporated herein by reference, and the Court being fully advised in the premises, it is hereby

ORDERED, ADJUDGED AND DECREED on this ____ day of December, 1966, at ____ o'clock ____ M. that defendant BRANNON, FULPS & COMPANY, while acting as a broker or dealer in securities, and its officers, directors, employees, agents, attorneys, assigns, and each of them, while acting on behalf of said defendant, be and they are hereby restrained and enjoined until further order of the Court from directly or indirectly:

Effecting any transaction in securities for the account of said defendant or for the accounts of others, or inducing or attempting to induce the purchase or sale of any securities (other than an exempted security or commercial paper, bankers' acceptances, or commercial bills) otherwise than on a national securities exchange, while said defendant's aggregate indebtedness to all other persons exceeds 2,000 (two thousand) per centum of its net capital as prescribed by Rule 17 CFR 240.15c3-1 under the Securities Exchange Act of 1934.

IF IS FURTHER ORDERED that a copy of this Final Judgment of Permanent Injunction may be served upon defendant BRANNON, FULPS & COMPANY by M. D. LEACH, Securities Investigator, Securities and Exchange Commission, Fort Worth Regional Office.

Ellen E. Basson

UNITED STATES DISTRICT JUDGE

APPROVED:

BRANNON, FULPS & COMPANY

By *Arnold R. Brannon*
ARNOLD R. BRANNON, President,
Chairman of the Board of
Directors, and Controlling
Stockholder

H. G. Bill Dickey
H. G. Bill Dickey, Attorney for
BRANNON, FULPS & COMPANY

SECURITIES AND EXCHANGE COMMISSION

By *Daniel J. Goldberg*
DANIEL J. GOLDBERG, Attorney

D. J. Stiman
D. J. STIMAN, Attorney

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

INTERNATIONAL LEASING, INC.,
A Corporation,

Plaintiff,

vs.

R. A. BELLERS, JR. and
COMACHE OIL, INC.,
A Corporation,

Defendants.

NO. 8845

FILED

DEC 22 1966

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

J U D G M E N T

At Tulsa, within the Northern District of Oklahoma on this 22 day of December, 1966, upon the entry of the default of the defendants heretofore duly made and entered herein, the request for default judgment and the affidavit of plaintiff's attorney in support thereof, and upon the complaint filed herein and all proceedings had herein, it is,

It **ORDERED, ADJUDGED, AND DECERNED** that the plaintiff, International Leasing, Inc., a corporation, do have and recover judgment against the defendants, R. A. Bellers, Jr. and Comanche Oil, Inc., a corporation for the sum of \$38,982.88 with interest thereon at six (6%) per cent from the 30th day of September, 1966 until paid and the costs of this action to this date for the sum of \$31.00.

Noble C. Hood, Clerk of the United
States District Court for the
Northern District of Oklahoma.

By _____
Deputy Clerk

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

MOUNTAIN IRON AND SUPPLY COMPANY,
A Corporation,

Plaintiff,

vs.

CONSAKHE OIL, INC.,
A Corporation,

Defendant.

NO. 8587

FILED

DEC 22 1966

J U D G M E N T

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

At Tulsa, within the Northern District of Oklahoma on this
~~22~~ day of December, 1966, upon the entry of the default of the
defendant heretofore duly made and entered herein, the request
for default judgment and the affidavit of plaintiff's attorney
in support thereof, and upon the complaint filed herein and all
proceedings had herein, it is,

ORDERED, ADJUDGED, AND DECREED that the plaintiff, Mountain
Iron And Supply Company, a corporation, do have and recover
judgment against the defendant, Consahe Oil, Inc., a corporation
for the sum of \$46,988.88 with interest thereon at six (6%) per
cent per annum from the 20th day of October, 1966 until paid,
an attorney fee of \$5,000.00, and the costs of this action to
this date for the sum of \$22.72.

Noble C. Hood

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

Margaret Garrison

Deputy Clerk

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

FRANCIS ANN GLADY,

PLAINTIFF,

-vs-

LEONARD WENDE HENOW,

DEFENDANT.

No. 4594

FILED

DEC 19 1966

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

MEMORANDUM FOR THE COURT

Come now the plaintiff, Francis Ann Gladly, and dis-
misses the above-captioned cause of action with prejudice to fil-
ing a future action herein.

Francis Ann Gladly
FRANCIS ANN GLADLY, PLAINTIFF

Carl B. Book
CARL B. BOOK, ATTORNEY FOR
PLAINTIFF

ORDER

And now on this 17 day of December, 1966, there came on for consid-
eration before the undersigned Judge of the United States District Court for the
District of Oklahoma, the plaintiff's Memorial with Prejudice; the
plaintiff herein advising the Court that all disputes between the parties have
been settled, and moves for an Order of Dismissal with Prejudice in the above
captioned cause.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above
captioned case be and the same is hereby dismissed with prejudice to the right
of the plaintiff to bring any future action arising from said cause of action.

Carl B. Book
Judge of the United States District Court.

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

STRICKLAND COMPANY, an Oklahoma
corporation,

Plaintiff,

vs.

LEWIS W. ARNOLD,

Defendant and
Third Party Plaintiff,

vs.

ROGERS N. STRICKLAND
AND J. DENNY ESTES,

Third Party Defendants.)

No. 6269

Civil

FILED

DEC 27 1966

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

DECREE

The Court, having heretofore heard evidence and arguments of counsel, finds the issues generally in favor of defendant and against plaintiff, and generally in favor of third-party plaintiff and against third-party defendants.

The Court does, therefore, order, adjudge, decree and declare as follows:

1. Upon his counterclaim, defendant is granted a judgment against plaintiff in the amount of \$9,460.39.
2. Upon his counterclaim and cross-claim against plaintiff and third-party defendants, defendant and third-party plaintiff is granted a judgment of \$26,283.34.
3. Defendant and his sureties are hereby released upon the removal bond filed in this case.

4. Judgment is entered against plaintiff and third-party defendants for all costs in this action.

Dated this 19th day of December, 1966.

151 Fred Dougherty
United States District Judge

Approved as to Form:

GABLE, GOTWALS, HAYS, RUBIN & FOX

By: 151 James M. Sturdivant
Attorneys for Defendant and Third-party Plaintiff

William Leiter
William Leiter
Attorney for Third-party Defendant,
J. Denny Estes

151 Raymon B. Thomas
Raymon Thomas, Attorney for Plaintiff
and Third-party Defendant, Strickland
Company and Rogers N. Strickland