

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

United States of America,

Plaintiff,

vs.

William E. Dalton,

Defendant. )

CIVIL ACTION No. 67-C-82 ✓

FILED

JUL -5 1967

NOTICE OF DISMISSAL

TO: Mr. William E. Dalton  
6008 North Garrison Place  
Tulsa, Oklahoma

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

COMES NOW the United States of America and hereby dismisses the above-  
styled action.

UNITED STATES OF AMERICA

LAWRENCE A. McSOUD  
United States Attorney

*Sam E. Taylor*  
SAM E. TAYLOR  
Assistant U. S. Attorney  
Room 460, New Federal Building  
Tulsa, Oklahoma

CERTIFICATE OF MAILING

I, Sam E. Taylor, Assistant United States Attorney for the Northern District of Oklahoma, certify that on July 3, 1967, I mailed a copy of the foregoing Notice of Dismissal to William E. Dawson by placing a copy in a franked envelope addressed to him at 6008 North Garrison Place, Tulsa, Oklahoma, and depositing the envelope and contents in the United States Post Office at Tulsa, Oklahoma.

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

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

AUSTRALIAN GRAZING & PASTORAL CO., )  
LTD., an Australian Corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
INLAND INDUSTRIES, INC., a Colorado )  
Corporation, and MORRIS MIZEL, an )  
individual, )  
 )  
Defendants. )

Civil Action No. --- 67-C-76

**FILED**

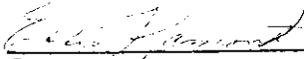
JUL - 6 1967

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

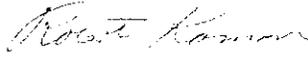
NOTICE OF DISMISSAL WITH PREJUDICE

Comes now the plaintiff and dismisses this cause with prejudice  
to his rights to the bringing of a future action.

Attest:

  
Secretary

AUSTRALIAN GRAZING &  
PASTORAL CO., LTD.

  
Robert Kamon, President

  
Attorney for Plaintiff

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

JOHN D. MEEK,

Plaintiff,

vs.

C. A. SAVIDGE, et al.,

Defendants.

No. 6394 Civil

FILED

JUL - 6 1967

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

ORDER OVERRULING  
MOTION FOR NEW TRIAL

On this 26th day of June, 1967, the Motion for New Trial of  
defendants C. A. Savidge and American Funding, Inc. is overruled.

Gl Luther Bebeau  
United States District Judge

APPROVED AS TO FORM:

Raymond C. ...  
Attorney for Plaintiff

A. M. ...  
Attorney for Defendants C. A. Savidge  
and American Funding, Inc.

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

JOHN D. MEEK,

Plaintiff,

vs.

C. A. SAVIDGE, AMERICAN FUNDING  
INCORPORATED, KENNETH CHILDS,  
THE LINCOLN MORTGAGE CO., INC.,  
EDWIN PREWITT, SR. and INVESTMENT  
CORPORATION OF AMERICA, a  
corporation,

Defendants.

No. 6394 Civil

FILED

JUL - 6 1967

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

JUDGMENT

It is hereby adjudged that the plaintiff, John D. Meek, have and  
recover the sum of \$5,000.00 from the defendants Kenneth Childs and  
The Lincoln Mortgage Company, Inc., or either of them.

Judgment entered this 28 day of June, 1967.

151 Luther Behannon  
United States District Judge

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

NELL MILLS,

Plaintiff

v.

UNITED STATES OF AMERICA,

Defendant

CIVIL ACTION NO. 5998

FILED

JUL 11 1967

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

AMENDED JUDGMENT

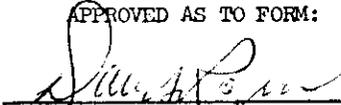
This cause came on for trial before the Court sitting without a jury, on June 21, 1967. The plaintiff, Nell Mills, appeared by her attorneys, Robert Earl Jones and Dan A. Rogers, Tulsa, Oklahoma, and the defendant appeared by its attorney, John O. Jones, Tax Division, Department of Justice, Fort Worth, Texas. The Court, having considered the evidence and arguments of counsel and having entered its findings of fact and conclusions of law herein, it is hereby

ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover of and from the defendant the sum of \$1,860.09 for the year 1959, \$625.65 for the year 1960, and \$592.44 for the year 1961, together with interest on said amounts as provided by law.

DONE this 10th day of July, 1967.

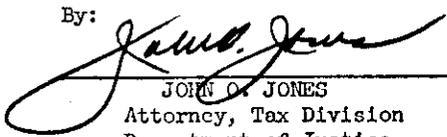
  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

  
Dan A. Rogers  
Attorney for Plaintiff

LAWRENCE A. MC SQUID  
United States Attorney

By:

  
JOHN O. JONES  
Attorney, Tax Division  
Department of Justice  
Fort Worth, Texas 76102  
Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN

DISTRICT OF OKLAHOMA

GEORGE GOETZ, )  
Plaintiff )  
-vs- )  
A. GORDON YETMAN, )  
Defendant )

No. 6 3 3 6 CIVIL **FILED**

JUL 11 1967

NOBLE C. HOOD

JUDGMENT ON DECISION BY THE COURT Clerk, U. S. District Court

THIS ACTION came on for hearing before the Court, the Honorable FRED DAUGHERTY, District Judge presiding, and the issues having been duly heard and findings of fact and conclusions of law being duly made and a decision having been duly rendered.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court:

- (1) That Plaintiff take nothing by reason of his complaint, and
- (2) That Defendant, A. GORDON YETMAN, recover on his Cross-Complaint from the Plaintiff, GEORGE GOETZ, the sum of One Thousand, Four Hundred Forty-four and 59/100 (\$1,444.59) Dollars, with interest thereon at the rate of 6% per annum from April 15, 1965 until paid, for improperly withheld funds, plus the sum of Five Thousand, Two Hundred Fifty-five and 01/100 (\$5,255.01) Dollars, with interest thereon at the rate of 6% per annum from June 2, 1967 until paid on the accounting conducted by the Master and adopted by the Court, plus the further sum of Three Hundred Forty-one and 80/100 (\$341.80) Dollars for the Master's and reporter's fees, together with interest thereon at 6% per annum from June 2, 1967, until paid.

DATED this <sup>11<sup>th</sup></sup> ~~14~~ day of June, 1967.

Fred Daugherty  
Fred Daugherty, United States District  
Judge

APPROVED AS TO FORM:

Lawrence A. Johnson  
Lawrence A. Johnson, Attorney for Plaintiff

Richard F. Burt  
Richard F. Burt, Attorney for Defendant

7A

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 - Civil

**FILED**

JUL 11 1967

ORDER CONFIRMING MARSHAL'S SALE

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

NOW, on this 10th day of July, 1967, there comes on  
for hearing the Motion of the plaintiff herein to confirm the sale of real  
property made by the United States Marshal for the Northern District of Okla-  
homa, on June 26, 1967, pursuant to an Order of Sale of Realty rendered in  
this cause, on May 23, 1967, of the following-described real property, to-wit:

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.

And the Court, having examined the proceedings of the Marshal under  
the Order of Sale of Realty, and no exceptions being filed thereto, FINDS  
that due and legal notice of the sale was given by publication in the Tulsa  
Daily Legal News, a newspaper published and of general circulation in Tulsa  
County, State of Oklahoma, said notice being published at least once a week  
for at least four (4) successive weeks prior to such sale, the first publi-  
cation being at least thirty (30) days prior to the date of said sale, as  
shown by the proof of publication filed herein, and that on the day fixed there-  
in, June 26, 1967, the above-described real property was sold to The Western  
and Southern Life Insurance Company, a corporation, the Plaintiff, it being  
the highest and best bidder therefor at and for the amount of \$24,000.00 for  
application on the judgment recovered herein.

THE COURT FURTHER FINDS that the sale was in all respects made in conformity with the law in such cases made and provided and that the sale was in all respects legal.

THE COURT FURTHER FINDS that the Plaintiff, The Western and Southern Life Insurance Company, has by motion filed herein assigned its bid and all its rights thereunder to

The Administrator of Veterans' Affairs  
Washington 25, D. C.

and asked that the deed of said Marshal be executed to the said assignee.

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

IT IS FURTHER ORDERED THAT DOYLE W. FOREMAN, as United States Marshal for the Northern District of Oklahoma, make and execute to the purchaser, THE ADMINISTRATOR OF VETERANS' AFFAIRS, a good and sufficient deed for such premises sold.



UNITED STATES DISTRICT JUDGE

APPROVED:

Assistant United States Attorney

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

JESS A. GUINN,

Plaintiff,

Civil No. 6526

vs.

JOHN GARDNER, Secretary of  
Health, Education and Welfare,

Defendant.

FILED

JUL 11 1967

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

J U D G M E N T

This action having come on for consideration by the Court, and pursuant to the provisions of 42 U.S.C.A. 405(g), the Court having reviewed the pleadings and the transcript of record and filed herein a Memorandum Opinion,

It is ORDERED and ADJUDGED that the plaintiff take nothing, that the action be and it is hereby dismissed.

UNITED STATES DISTRICT JUDGE

APPROVED:

Heber Finch, Jr.  
Attorney for Plaintiff

s/ Sam E. Taylor

SAM E. TAYLOR  
Assistant U. S. Attorney  
Attorney for Defendant

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

The City of Stroud, Oklahoma,  
a municipal corporation,

Plaintiff,

v.

188.69 Acres of land in Creek County,  
Oklahoma, Woodrow Wilson Wattie, et als.

Defendants.

Civ. No. 67-C-16

**FILED**

JUL 11 1967

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

JUDGMENT

Now on this 27th day of June, 1967, this matter comes on for hearing in its regular order, before the undersigned Judge of this Court; plaintiff appears by its attorney Benjamin E. Butts; defendants Homer Jones and Dinah Jones appear in person and by counsel, Hubert A. Marlow, Assistant United States Attorney for the Northern District of Oklahoma; defendants Frank Jones, Martha Jacobs and Sam Jacobs, Woodrow Wilson Wattie, Area Director, Muskogee Area, Bureau of Indian Affairs, United States Department of Interior, successor to the Superintendent of Five Civilized Tribes, and the United States of America, guardian of the interests of its restricted Indian wards, appearing by their attorney Hubert A. Marlow, Assistant United States District Attorney for the Northern District of Oklahoma; the defendant State of Oklahoma, ex rel, Oklahoma Tax Commission appearing by Disclaimer herein; the Court finds that defendants Margaret Brown Walters, Virginia E. Brown Williams, Bailey Eugene Brown, Jimmie Joe Brown, Milton LeRoy Brown, Tommie Ray Brown, Board of County Commissioners, Creek County, Oklahoma, County Treasurer of Creek County, Oklahoma, County Assessor of Creek County, Oklahoma, Gary Brown, one and the same person as PFC Gary Dale Brown, Joe Brown, and Mrs. Joe Brown, have all been personally served with notice of this suit more than 20 days

prior to this date, as required by Rule 71 A of the Federal Rules of Civil Procedure; and the Court finds that the remaining defendants including defendant Gary Brown one and the same person as PFC Gary Dale Brown, have all been duly served by publication notice of this suit in the manner prescribed by Rule 71 A of the Federal Rules of Civil Procedure, which service and notice by publication have been examined by the Court and are hereby approved and confirmed.

Thereupon plaintiff requested leave to file an amended certificate for Notice by Publication; and leave to file Certificate of Mailing and Publisher's Affidavit of Publication; there being no objection, leave is granted to plaintiff to file such amended certificate for Notice by Publication; Certificate of Mailing and Affidavit of Publication. Thereupon no demand for jury trial having been made by any party hereto and all parties appearing announcing ready, the cause proceeds to trial. The Court having heard the sworn testimony, received documentary evidence, examined and taken judicial notice of the pleadings and exhibits thereto and records in this cause, and having heard the statements of counsel and being fully advised in these premises finds:

2.

The Court finds that it has jurisdiction of all the parties hereto, and that the North 82.64 acres of Tract No. 3, herein, which North 82.64 acres is more particularly described as follows:

Lots 3 and 4 of the Northwest Quarter of Section 5, Township 15 North, Range 7 East of the I.M., containing 82.64 acres, LESS AND EXCEPT all the oil, gas and minerals, AND LESS AND EXCEPT all easements and rights of way as shown of record, said land situate in Creek County, Oklahoma;

and all of Tract No. 4, herein, which said Tract No. 4 is more particularly described as follows, to-wit:

The West Half of Lot 2 and the North Half of the North Half of the East Half of Lot 2 of Section 5, Township 15 North, Range 7 East of the I.M., containing 26.05 acres, LESS AND EXCEPT all the oil, gas and minerals, AND LESS AND EXCEPT all easements and rights of way as shown of record, said land situate in Creek County, Oklahoma;

is restricted Indian land and this Court has jurisdiction of the subject matter of this action insofar as the above described property is concerned.

3.

The Court finds that the South 80 acres of Tract No. 3 herein, which said South 80 acres is more particularly described as follows, to-wit:

The South Half of the Northwest Quarter of Section 5, Township 15 North, Range 7 East of the I.M., containing 80 acres, LESS AND EXCEPT all easements and rights of way of record, situate in Creek County, Oklahoma; LESS AND EXCEPT all the oil, gas and minerals; is not subject to the restrictions placed by law on the lands of Indians, the same being unrestricted lands and that therefore this Court has no jurisdiction of the said South 80 acres of Tract No. 3 herein, and the complaint in condemnation should be, and is hereby, dismissed insofar as the same pertains to the South 80 acres of the said Tract No. 3, as hereinabove last described.

4.

The Court finds that defendant Woodrow Wilson Wattie has filed herein a Motion For Postponement of Hearing and For Appointment of Counsel to represent said defendant, which said Motion and request have been considered by the Court, and the Court finds that the same should be, and hereby is, overruled and denied for the reason that the same is without merit, the Court finding that pursuant to the laws of the United States of America the United States acts as Guardian of the interests of its restricted Indian Wards; that acting pursuant to that authority the Justice Department of the United States of America has authorized and directed the Honorable Hubert A. Marlow, Assistant United States Attorney For The Northern District of the State of Oklahoma, to enter a general appearance herein on behalf of said defendant, Woodrow Wilson Wattie; the Court further finds that the said Hubert A. Marlow, is well qualified to represent said defendant Woodrow Wilson Wattie by training and by experience; the Court further finds that if additional

counsel were appointed for the said defendant Woodrow Wilson Wattie it would be incumbent upon the Court to allow said counsel an attorney's fee from any just compensation awarded said defendant herein which would substantially reduce any possible benefit of additional representation on behalf of the said defendant Woodrow Wilson Wattie.

**5.**

The Court further finds that the only defendant who has objected to the public necessity of plaintiff condemning and appropriating the designated estate in the above described property is Woodrow Wilson Wattie; which objection was informally made by letter filed herein by said defendant and which letter the Court treats as an objection to the necessity of taking. The Court finds that the Mayor and Council of the City of Stroud, Oklahoma, duly adopted a Resolution of Necessity, declaring the necessity of acquiring an entire fee simple absolute estate in all of the above described property, on the 12th day of December, 1966, a true copy of which resolution was attached to and made a part of the complaint herein, and which Resolution has by stipulation of counsel and by leave of Court been admitted to the record and evidence herein. The Court finds that a public necessity exists for the taking of said estate and said lands; and that the Statutes of the State of Oklahoma set out in paragraph 2, of the complaint in condemnation give the plaintiff the right, power and authority to condemn for public use an entire estate in fee simple absolute in the following described property, to-wit:

NORTH 82.64 ACRES OF TRACT NO. 3:

Lots 3 and 4 of the Northwest Quarter of Section 5, Township 15 North, Range 7 East of the I.M., containing 82.64 acres, LESS AND EXCEPT all the oil, gas and minerals, AND LESS AND EXCEPT all easements and rights of way as shown of record, said land situate in Creek County, Oklahoma;

AND

TRACT NO. 4:

The West Half of Lot 2 and the North Half of the North Half of the East Half of Lot 2 of Section 5, Township 15 North, Range 7 East of the I.M., containing 26.05 acres, LESS AND EXCEPT all the oil,

gas and minerals, AND LESS AND EXCEPT all easements and rights of way as shown of record, said land situate in Creek County, Oklahoma;

and title to said estate in the above described property should be vested in the City of Stroud, Oklahoma, a municipal corporation as of the date of this judgment.

6.

On the date of condemning and appropriating in this action the owners of the estate taken in the above described property were the defendants whose names are shown in paragraph 11 below, and such named defendants are entitled to receive the just compensation for the estate condemned and appropriated in the amounts and proportions set opposite to their respective names, below.

7.

The Court finds that a just compensation for the estate taken in the North 82.64 of Tract No. 3, above described is the sum of \$100.00 per acre, for a total just compensation of \$8264.00.

8.

The Court finds that a just compensation for the estate taken in Tract No. 4, above described, and which tract contains 26.05 acres is \$100.00 per acre; the Court further finds that in addition to \$100.00 per acre that the owners of said Tract No. 4 are entitled to severance damages in the total sum of \$450.00; and that said owners are entitled to the further sum of \$78.15, which said sum represents the amount that such defendant owners would have collected from the unexpired portion of an agricultural lease arrangement said defendant owners now have with one Joe McGill. The Court further finds that said lease has not been approved by the Bureau of Indian Affairs, as required by law, and that the same should be terminated as of the date of this judgment.

9.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, BY THE COURT, that the City of Stroud, Oklahoma, a municipal corporation, has the right, power and authority to condemn and appropriate for public use the entire fee simple absolute estate in the following described lands, to-wit:

NORTH 82.64 acres of tract No. 3:

Lots 3 and 4 of the Northwest Quarter of Section 5, Township 15 North, Range 7 East of the I.M., containing 82.64 acres, LESS AND EXCEPT all the oil, gas and minerals, AND LESS AND EXCEPT all easements and rights of way as shown of record, said land situate in Creek County, Oklahoma;

AND

TRACT NO. 4:

The West Half of Lot 2 and the North Half of the North Half of the East Half of Lot 2 of Section 5, Township 15 North, Range 7 East of the I.M., containing 26.05 acres, LESS AND EXCEPT all of the oil, gas and minerals, AND LESS AND EXCEPT all easements and rights of way as shown of record, said land situate in Creek County, Oklahoma;

And such estate in said property is condemned and title thereto is vested in the City of Stroud, Oklahoma, a municipal corporation as of this date, and all of the defendants herein and all other persons interested in such estates are forever barred from asserting any claim thereto.

10.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, BY THE COURT, that on the date of taking, the owners of the estate condemned herein in the above described lands were the persons whose names appear below in paragraph 11 and the right to just compensation for the estate therein taken in said property is vested in the parties so named, in the proportions set opposite to their respective names.

11.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, BY THE COURT, that the just compensation for taking of the North 82.64 acres of Tract No. 3, above described, is the sum of \$100.00 per acre, for a total just compensation of \$8200.00; and that the total just compensation for the taking of Tract No. 4, above described is \$3133.15, which said sum is computed on the basis of \$100.00 per acre for the lands appropriated and condemned by plaintiff; the sum of \$450.00 for severance damage; and the sum of \$78.15 representing the amount of rental that defendant owners would be entitled to collect under the unexpired portion of an agricultural lease arrangement with one Joe McGill; and it is the further

order of this Court that said lease arrangement be, and hereby is terminated; and that the defendant owners of the property herein taken are entitled to receive the proportions of the award of just compensation set opposite to their respective names, to-wit:

NORTH 82.64 ACRES OF TRACT NO. 3:

Woodrow Wilson Wattie	\$8264.00
-----------------------	-----------

TRACT NO. 4:

<u>NAME</u>	<u>AMOUNT</u>
Frank Jones	\$1044.38
Martha Jones Jacobs	1044.38
Homer Jones	1044.39
Total	<u>\$3133.15</u>

12.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, BY THE COURT, THAT plaintiff pay the respective sums of \$8264.00, and \$3133.15, the just compensation awarded herein, to the Clerk of the United States District Court for the Northern District of Oklahoma, upon entry of this judgment and that said Clerk is hereby directed, upon receipt of said sum, to pay by separate checks the respective shares to the defendant owners, which checks are to be made payable to the Area Director, Bureau of Indian Affairs, Muskogee Area, and designate for the account of which defendant owner each payment is made, and said checks are to be forwarded forthwith to the said Area Director. The said Area Director is hereby directed to pay to each of the defendants their respective shares of such just compensation within 10 days after receipt of the same, in the absence of cause showing why such payments should not be made.

LUTHER BOHANNON  
United States District Judge

OK AS TO FORM:

Benjamin E. Butts  
Benjamin E. Butts, Counsel for Plaintiff

OK AS TO FORM:

Hubert A. Marlow  
Hubert A. Marlow, Assistant United States District Attorney for Northern District of Oklahoma, Counsel for Defendants Woodrow Wilson Wattie, Area Director, Bureau of Indian Affairs, Muskogee Area Office; Homer Jones, Frank Jones and Martha Jones Jacobs, and the United States of America.

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

ALPHA CONSTRUCTION COMPANY  
a corporation,

Plaintiff,

vs.

FELPS DODGE COPPER PRODUCTS  
CORPORATION,

Defendant.

No. 67-C-54

FILED

JUL 11 1967

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

ORDER

This matter came on for consideration by the Court on the 11<sup>th</sup> day of July, 1967, upon the Motion of the plaintiff, Alpha Construction Company, a corporation, to remove this cause to the District Court of the State of Oklahoma, Tulsa County, Oklahoma from whence it was removed to this Court. The Court having heard the argument of counsel and having carefully examined the files and records in this cause, and having further examined the files and records in Cause Number 6552-Civil in this Court involving the same parties and the same alleged claims and upon due consideration thereof is of the opinion, and finds that plaintiff's motion to remove this cause to the District Court of the State of Oklahoma, Tulsa County, Oklahoma should be, and the same is hereby sustained, and

IT IS SO ORDERED,

DATED this 11<sup>th</sup> day of July, 1967.

(s) *Luther Bohannon*  
UNITED STATES DISTRICT JUDGE

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

BELLE T. SHIPLETT, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 GENERAL TELEPHONE COMPANY )  
 OF THE SOUTHWEST, a )  
 Corporation, )  
 )  
 Defendant.)

NO. 67 -C- 56

FILED

JUL 11 1967

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

ORDER OF DISMISSAL

The above matter coming on to be heard this 11 day of July, 1967, upon the written application of the parties for a dismissal of said action with prejudice, the Court having examined said application finds that said parties have entered into a compromise settlement covering all claims involved in the action and have requested the Court to dismiss said action with prejudice to any future action, and the Court being fully advised in the premises, finds that said action should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the action of plaintiff filed herein against the defendants be and the same is hereby dismissed with prejudice to any future action.

(5)  Luther Bohannon   
JUDGE, DISTRICT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF OKLAHOMA

Alfred B. Knight   
Alfred B. Knight, Attorney for Defendant

Richard Gibbon   
Richard Gibbon, Attorney for Plaintiff

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

THE NORTHWESTERN MUTUAL LIFE )  
INSURANCE COMPANY, )  
Plaintiff, )

vs. )

No. CIVIL 6483 )

W. E. RANCH, INC., JAMES B. WEEDIN, )  
MEREDITH M. WEEDIN, WILLIAM D. )  
ELLETT and JACKIE ELLETT, ATLAS )  
CREDIT CORPORATION, a corporation, )  
and ATLAS SUBSIDIARIES OF MISSOURI, )  
INC., a corporation, )  
Defendants, )

**FILED**

JUL 12 1967

THE FIRST NATIONAL BANK AND TRUST )  
COMPANY OF VINITA, OKLAHOMA, a cor- )  
poration, Additional Defendant on )  
Cross-Complaint, )

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

vs. )

COMMERCIAL CREDIT EQUIPMENT CORPO- )  
RATION and PROFESSIONAL ENTERPRISES, )  
INC., )  
Third Party )  
Defendants. )

ORDER APPROVING AND CONFIRMING SALE  
AND ASSESSING DEFICIENCY

On the 22nd day of May, 1967, this matter came on to be heard upon the motion of The Northwestern Mutual Life Insurance Company, plaintiff, to confirm the sale of real estate made by the United States Marshal under order of sale issued herein on the 10th day of March, 1967, and for approval of costs, and for assessment of deficiency judgment; and the plaintiff being present by and through counsel, J. L. Morehead, of Milsten, Milsten and Morehead; and the defendants, W. E. Ranch, Inc., James B. Weedon and Meredith M. Weedon, being present by their counsel, Alvin L. Floyd, of Floyd & Kerr; and the defendant, Atlas Credit Corporation, being present by their counsel, Hicks Epton, of Horsley, Epton & Culp; and the additional defendant on cross-complaint, The First National Bank and Trust Company of Vinita, Oklahoma, being present by its counsel, George P. Pitcher, of Pitcher, Logan & Lowry;

And the Court having heard statement of counsel and examined the sale and return thereof by the United States Marshal, and being fully advised in the premises, and upon consideration thereof, and at the request of the defendants, W. E. Ranch, Inc., James B. Weedon and Meredith M. Weedon,

the matter of confirmation of said sale was deferred for thirty (30) days to permit any party interested in purchasing the property sold in foreclosure to make a bid therefor substantially larger than the amount at which said property was sold under the foreclosure sale, and that the order of confirmation, assessing costs and the deficiency be withheld from record for said thirty (30) days.

And now on this 23rd day of June, 1967, it being brought to the Court's attention that no offers in excess of the amount bid on the foreclosure sale have been filed in this cause or presented to this Court within the thirty (30) days allowed therefor on the 22nd day of May, 1967, and that the sale by the United States Marshal should therefore be confirmed, the costs approved, and the deficiency assessed;

THE COURT DOETH FIND, ORDER, ADJUDGE AND DECREE that the sale and the proceedings by the United States Marshal under order of sale issued in this cause on the 10th day of March, 1967, was in all respects in conformity to law and said order, and upon due and legal notice given by publication as provided by law and said order, and the sale of said property to The Northwestern Mutual Life Insurance Company for the sum of \$100,000.00 by application and credit of the judgment of said plaintiff herein and payment of costs of said sale and the amount of the sale price attributable and allocated to The First National Bank and Trust Company of Vinita, additional defendant on cross-complaint, in the amount of \$2,500.00 in accordance with judgment in this cause dated the 28th day of February, 1967, be and the same are hereby approved and confirmed;

THE COURT DOETH FURTHER FIND, ORDER, ADJUDGE AND DECREE that Doyle Foreman, United States Marshal for the Northern District of Oklahoma, make, execute and deliver to said purchaser at said sale, The Northwestern Mutual Life Insurance Company, a good and sufficient deed for said premises so sold, said property being described as follows:

The S/2 SE/4, Section 11; N/2 SE/4; SW/4 SW/4; SW/4 NE/4; SE/4 NW/4; NE/4 SW/4; Section 12; W/2 NW/4; NW/4 SW/4; SE/4 SW/4; W/2 NE/4 SW/4; SW/4 SW/4; Section 13; E/2 SW/4 NE/4; SE/4 NE/4; Township 25 North, Range 21 East of Indian Meridian, and containing 780 acres more or less, according to the United States Government Survey thereof.

Subject to highways and easements of record, if any; and

The North Half of the Northwest Quarter of the Northeast Quarter of Section 24, Township 25 North, Range 21 East of the Indian Base and Meridian, containing 20 acres, more or less, situated in Craig County, Oklahoma.

THE COURT DOETH FURTHER FIND, ORDER, ADJUDGE AND DECREE that costs of commercial advertisement of said sale in the total amount of \$404.46 be and the same are hereby approved as part

of the cost of said sale, in addition to the legal publication thereof and other costs of the United States Marshal in connection therewith; and

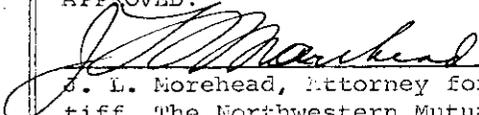
THE COURT DOETH FURTHER FIND, ORDER, ADJUDGE AND DECREE that the said plaintiff, The Northwestern Mutual Life Insurance Company, have and recover from the defendants, W. E. Ranch, Inc., James B. Weedin and Meredith M. Weedin, deficiency judgment in the sum of \$2,810.77 with interest from the date of sale, April 19, 1967, said deficiency being the difference between the amount of the judgment of plaintiff herein on its note and mortgage, with interest to the date of said sale, less the amount of its bid through the application of its judgment and after payment of Marshal's cost of sale and other advertising herein allowed totaling \$2,075.41, and the \$2,500.00 applicable to The First National Bank of Vinita; and that the defendant, Atlas Credit Corporation, having recovered nothing from the proceeds of said foreclosure sale, the entire amount of its judgment herein is assessed as a deficiency; and The First National Bank and Trust Company of Vinita, Oklahoma, additional defendant on cross-complaint, does have and recover the entire amount of its judgment, less \$2,500.00 applicable to it on the foreclosure sale as deficiency judgment; and

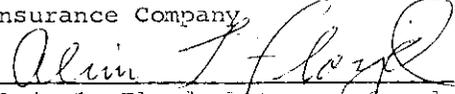
THE COURT DOETH FURTHER FIND, ORDER, ADJUDGE AND DECREE that upon payment to the clerk of the \$2,500.00 by plaintiff as its portion of its purchase price in the foreclosure sale attributable to the property mortgaged to The First National Bank and Trust Company of Vinita, that said sum be paid to The First National Bank and Trust Company of Vinita on its judgment herein.

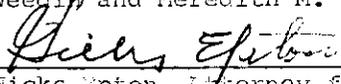
  
\_\_\_\_\_  
Judge

(SEAL)

APPROVED:

  
\_\_\_\_\_  
J. L. Morehead, Attorney for Plaintiff, The Northwestern Mutual Life Insurance Company

  
\_\_\_\_\_  
Alvin L. Floyd, Attorney for defendants, W. E. Ranch, Inc., James B. Weedin and Meredith M. Weedin

  
\_\_\_\_\_  
Hicks Epton, Attorney for Defendant, Atlas Credit Corporation

  
\_\_\_\_\_  
George P. Pitcher, Attorney for additional defendant on cross-complaint, The First National Bank and Trust Company of Vinita, Oklahoma

CERTIFICATE OF SERVICE

I, J. L. Morehead, attorney for plaintiff, certify that I mailed a true and correct copy of the Order Approving and Confirming Sale and Assessing Deficiency to the following attorneys of record at the address shown on this 12th day of July, 1967.

John J. McLean, Assistant County Attorney, Box 74, Vinita, Oklahoma

Floyd & Kerr, Phthian Building, Tulsa, Oklahoma 74103

Hicks Epton, Box 131, Wewoka, Oklahoma 74884

Pitcher, Logan & Lowery, Vinita Professional Building, Box 269, Vinita, Oklahoma, 74301

William M. Siegenthaler, Drawer Z, Artesia, New Mexico, 88210

Roberts & Fleischaker, 714 First National Bank Building, Joplin, Missouri, 64103

Fred M. Mock, 203 Midstates Building, Tulsa, Oklahoma 74103

  
\_\_\_\_\_  
J. L. MOREHEAD

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,  
vs.

Plaintiff,

CIVIL NO. 6548

Corbett L. Butler, Jr.,  
Edith L. Bevenue,  
Kenneth Joyce Morton,  
and Brooke Mae Morton,

Defendants.

ORDER CONFIRMING MARSHAL'S SALE

FILED

JUL 12 1967

Now, on this 12th day of July, 1967, there coming on for hearing the motion of the plaintiff herein to confirm the sale of real property made by the United States Marshal for the Northern District of Oklahoma on May 25, 1967, under an order of sale, dated April 10, 1967, issued in this cause out of the office of the Court Clerk for the U. S. District Court for the Northern District of Oklahoma, of the following-described property, to-wit:

Lot Ten (10), Block Thirty-four (34) Valley View Acres  
Second Addition to the City of Tulsa, Tulsa County,  
Oklahoma, according to the recorded plat thereof,

and the Court, having carefully examined the proceedings of the Marshal under the order of sale and no one appearing in objection 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, as shown by the proof of publication on file herein, and that on the day fixed therein, May 25, 1967, the above-described property was sold to the Administrator of Veterans Affairs, he being the highest and best bidder therefor.

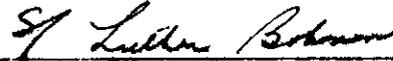
The Court further finds that the sale was made, in all respects, in conformity with the law in such case made and provided, and that the sale was legal in all respects.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that this Marshal's sale and all proceedings under the order of sale issued herein be and the same are hereby approved and confirmed.

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

IT IS FURTHER ORDERED that Doyle W. Foreman, as United States Marshal for the Northern District of Oklahoma, make and execute to the purchaser, the Administrator of Veterans Affairs, a good and sufficient deed for such premises:

/s/ Luther Bohanon

  
UNITED STATES DISTRICT JUDGE



New Mexico rather than Arizona, because the State of Arizona constitutes one judicial district and the transfer requested by the claimant would be to the district of claimant's principal place of business in violation of the statute.

The Libel of Information was filed herein on May 12, 1967, against certain allegedly misbranded drugs in interstate commerce and in possession of Akin Distributors, Inc., Tulsa, Oklahoma. The prayer is for seizure and condemnation pursuant to 21 U.S.C. 334. An Order for Monition was entered and executed on May 19, 1967, when the U. S. Marshal seized boxes and jars in the possession of Akin Distributors, Inc. labeled "Frecco's Papain Powdered Absolute by Frecco Labs." and "Frecco's Payacado Cream."

The statute in question provides for removal in the following pertinent language (21 U.S.C. 334(a)(1)), "In any case where the number of libel for condemnation proceedings is limited as above provided the proceeding pending or instituted shall, on application of the claimant, seasonably made, be removed for trial to any district agreed upon by stipulation between the parties, or, in case of failure to so stipulate within a reasonable time, the claimant may apply to the court of the district in which the seizure has been made, and such court (after giving the United States attorney for such district reasonable notice and opportunity to be heard) shall by order, unless good cause to the contrary is shown, specify a district of reasonable proximity to the claimant's principal place of business, to which the case shall be removed for trial." No stipulation for removal has been filed herein.

The foregoing is a special venue section and the majority of Courts have considered the phrase, ". . . a district of reasonable

proximity to the claimant's principal place of business . . .," to exclude the district in which the claimant's principal place of business is located. United States v. 91 Packages, etc. 93 F. Supp. 763 (D. New Jersey, 1950); United States v. 600 Units Containing "Nue-Ovo," 60 F. Supp. 144 (W. D. Mo., 1945); United States v. 26 Dozen Bottles, Etc. of Wheatamin Brand Cevigards, 60 F. Supp. 626 (W. D. Mich. 1945).

Under 28 U.S.C. 82 Arizona constitutes one judicial district although divisions have been created by rule of court. As Nogales, Arizona, is within the Tucson division, the Court is precluded by all known statutory and case authority from removing this action to the Tucson division (as requested by the claimant) wherein the claimant's principal place of business is located.

The District which the Court shall specify under the statute rests within judicial discretion which in this case is exercised in favor of the District of New Mexico, as requested by the libellant.

Therefore, under the authority of 21 U.S.C. 334(a)(1), it is ordered that the Clerk of the Court take the necessary steps to effect removal of this case to the District of New Mexico for further proceedings.

Entered this 14 day of July, 1967.

(s) Fred Daugherty  
 Fred Daugherty  
 United States District Judge

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

OWENS CORNING FIBERGLAS CORPORATION  
a corporation,

Plaintiff,

Vs

LOONEY SHEET METAL CONSTRUCTION  
COMPANY INCORPORATED,  
a corporation,

Defendant.)

CIVIL ACTION NO.

67-C-64

FILED

JUL 17 1967

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

JUDGMENT

At Tulsa, within the Northern District of Oklahoma, on this  
17<sup>th</sup> day of July, 1967, this cause comes on for trial  
before the Court upon plaintiff's motion for default judgment,  
both parties appearing by counsel, and the Court, having heard  
the evidence of the plaintiff, and the defendant offering no evi-  
dence, and having heard statement of counsel and being well and  
fully advised in the premises, finds the issues in favor of the  
plaintiff and against the defendant.

And the Court further finds that the plaintiff should re-  
cover judgment against the defendant for the sum of Ten Thousand  
Six Hundred Ninety Seven Dollars, Six Cents (\$10,697.06) with  
interest thereon at the rate of ten per cent per annum (10%)  
from August 15, 1966, until paid and an attorney fee of One Thou-  
sand Ninety Four Dollars (\$1,094.00). It is Therefore,

ORDERED, ADJUDGED AND DECREED that plaintiff recover of the  
defendant the sum of \$10,697.06 with interest thereon at the rate  
of 10% per annum from the 15th day of August, 1966, until paid,  
and an attorney fee of \$1,094.00. And It Is Further,

ORDERED that the note herein sued upon be merged and can-  
celled in judgment.

Allen E. Barrow  
DISTRICT JUDGE

APPROVED AS TO FORM:

W. J. Sheard  
Attorney for Plaintiff

James E. Longman  
Attorney for Defendant

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

United States of America,

Plaintiff,

vs.

Fred G. Lawson, Jr. and  
Doris N. Lawson, husband and  
wife,

Defendants.

Civil No. 67-C-96

FILED

JUL 18 1967

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

DEFAULT JUDGMENT

NOW on this 18th day of July, 1967, the above entitled matter coming on for hearing, the United States of America, plaintiff, appearing by James E. Ritchie, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, Fred G. Lawson, Jr. and Doris N. Lawson, appearing not; and,

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

It further appearing that the defendants were personally served with summons more than 20 days prior hereto, as shown by the United States Marshal's return and it further appearing that the said defendants have failed to appear or plead herein, and their default has been entered, they are hereby adjudged to be in default.

The Court finds that the material allegations of plaintiff's complaint are true and that there is due to the plaintiff from the defendants, Fred G. Lawson, Jr. and Doris N. Lawson, the sum of \$9,921.91 as unpaid principal on the mortgage note, with interest thereon at the rate of  $5\frac{1}{2}\%$  per annum from September 1, 1966, until paid.

It further appearing that the plaintiff, by virtue of its real property mortgage given as security for the payment of the mortgage note, has a first and prior lien upon the following described property:

That part of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 32, Township 22 North, Range 19 East of the Indian Base and Meridian, more particularly described as follows, to-wit:

Beginning at a point on the East boundary of said E $\frac{1}{2}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , 570 feet North of the Southeast corner thereof; thence South 0° 03' East along said East line, a distance of 124 feet; thence West parallel with the South line of said E $\frac{1}{2}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , a distance of 612.2 feet, more or less, to a point in the Easterly right-of-way of U. S. Hwy. No. 69; thence North 16° 15' East along said Easterly right-of-way, a distance of 129.16 feet; thence East parallel with said South boundary of said E $\frac{1}{2}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  a distance of 576.01 feet to the point of beginning.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff have judgment against the defendants, Fred G. Lawson, Jr. and Doris N. Lawson, for the sum of \$9,921.91, with interest thereon at the rate of 5 $\frac{1}{2}$ % per annum from September 1, 1966, until paid, together with cost of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants, Fred G. Lawson, Jr. and Doris N. Lawson, to satisfy the judgment of the plaintiff herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma commanding him to advertise and sell, with appraisalment, the above-described real property and apply the proceeds thereof in satisfaction of plaintiff's judgment. The residue, if any, to be deposited with the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that from and after the sale of said property under and by virtue of this judgment the defendants, Fred G. Lawson, Jr. and Doris N. Lawson, and each of them, and all persons claiming by, through or under said defendants since the filing of the complaint herein, be and they are forever barred and foreclosed from every right, title or interest in or to the heretofore described real property.

  
LUTHER BOHANNON  
UNITED STATES DISTRICT JUDGE

APPROVED:

  
JAMES E. RITCHIE  
Assistant U. S. Attorney

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

SOUTHWESTERN BELL TELEPHONE COMPANY, )  
a corporation, )

Plaintiff, )

vs )

GRAND RIVER DAM AUTHORITY, a Govern- )  
mental corporation, )

Defendant, )

KANSAS, OKLAHOMA & GULF RAILWAY )  
COMPANY, a corporation, )

Third Party Defendant. )

✓  
No. 6503 Civil

**FILED**

JUL 19 1967

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

J U D G M E N T

Pursuant to the Findings of Fact and Conclusions  
of Law made and entered herein by the undersigned Judge,  
it is the

ORDER, JUDGMENT AND DECREE OF THIS COURT, that  
the plaintiff have and recover nothing by reason of said  
action as against the defendant, Grand River Dam Authority  
and third party defendant, Kansas, Oklahoma & Gulf Railway  
Company, a corporation, and judgment is rendered herein in  
favor of both of said named defendants and dismissing the  
complaint of the plaintiff with prejudice to bringing of  
a new or other action.

DATED this 19<sup>th</sup> day of July, 1967.

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

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

JACK J. GRAY,

Complainant,

CIVIL NO. 6433

vs.

HOWARD F. JOHNSON, Individually  
and as Superintendent of Osage  
Indian Agency, Pawhuska, Oklahoma;  
VIRGIL N. HARRINGTON, Individually  
and as Area Director of Bureau of  
Indian Affairs, Muskogee, Oklahoma; and  
STEWART UDALL as Secretary of Interior,

Defendants,

OKLAHOMA LAND AND CATTLE COMPANY,  
an Oklahoma Corporation,

Intervenor.

FILED

JUL 20 1967

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

J U D G M E N T

NOW on this 17th day of July, 1967, this matter comes on for decision before the Honorable Allen E. Barrow, Judge of the United States District Court for the Northern District of Oklahoma. The Plaintiff, Jack J. Gray, is present in person and is represented by his attorney, Robert P. Kelly. The defendants named in the Amended Complaint filed herein appear by Hubert A. Marlow, Assistant United States Attorney. The intervenor, Oklahoma Land and Cattle Company, appears by its attorneys, Jack N. Hays and Jesse J. Worten.

The Court has read and carefully studied the entire administrative record on the appeal to the Secretary of the Interior involved in this action. The Court has read and considered all of the briefs filed herein by each of the parties, and is fully advised in the premises.

For the reasons set forth in its remarks dictated into the record at the time of rendering this decision, the Court now holds that the Plaintiff's Motion for Summary Judgment is overruled, his prayer for reformation of the lease from the Indian owner to him is denied and the decision of the Secretary of the Interior and of the Area Director, holding the Jack Gray lease (No. 42347) null and void, is affirmed.

Signed this 20th day of July, 1967.

APPROVED AS TO FORM:

(s) Robert P. Kelly  
ROBERT P. KELLY

(s) Hubert A. Marlow  
HUBERT A. MARLOW

(s) Jack N. Hays  
JACK N. HAYS

(s) Allen E. Barrow  
UNITED STATES DISTRICT JUDGE

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

REBECCA ANN SHAWFOSS,  
Administratrix-with-will  
Annexed of the Estate of  
Doss Benton Briggs, deceased,

Plaintiff

v.

UNITED STATES OF AMERICA,

Defendant

CIVIL ACTION NO. 6421

**FILED**

JUL 25 1967

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

ORDER OF DISMISSAL

Pursuant to the Stipulation of Dismissal entered herein, it  
is hereby

ORDERED, ADJUDGED AND DECREED that this action be and the  
same is hereby dismissed with prejudice, each party to bear its  
own costs.

(3) *Fred Daugherty*  
UNITED STATES DISTRICT JUDGE

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

HOGAN, et al,

v.

ZLETZ,

v.

BAXTER, et al,

v.

NATTA, et al,

Civil Action  
No. 6475

**FILED**

JUL 25 1967

NOBLE C. HOOD  
Chief U. S. District Court

ORDER OF THE COURT CONCERNING DOCUMENTS  
FOR WHICH ATTORNEY-CLIENT PRIVILEGE  
AND WORK PRODUCT CLAIMS WERE ADVANCED  
BY PHILLIPS PETROLEUM COMPANY,  
ASSIGNEE OF HOGAN, ET AL.

Upon consideration of the claims of right to withhold from production on grounds of attorney-client privilege and work product made by Phillips Petroleum Company and its assignors John Paul Hogan and Robert L. Banks with respect to 68 specific documents numbered 1 through 52 and 52-A through 67, respectively, which said documents have been examined by the Court in camera, and pursuant to the supplemental memorandum opinion filed herein on June 26, 1967;

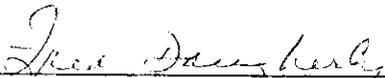
IT IS BY THE COURT ORDERED:

(1) That the claim of right to withhold on the ground of attorney-client privilege so made with respect to documents numbered 1, 3 through 8, inclusive, 11 and 13 be and the same are hereby denied, and the said documents are found subject to production at the further order of the Court.

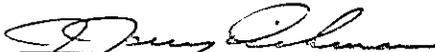
(2) That the claim of right to withhold on the ground of attorney-client privilege so made with respect to documents numbered 2, 9, 10 and 12 be and the same is hereby sustained, and the said documents are directed to be returned to Phillips Petroleum Company.

(3) That the claim of right to withhold on the ground of work product so made with respect to documents numbered 14 through 67, inclusive, be and the same is hereby denied, and the said documents are found subject to production at the further order of the Court.

Dated this 25 day of July, 1967.

  
United States District Judge. *h*

APPROVED AS TO FORM:

  
Of Counsel for Natta, et al.

\_\_\_\_\_  
Of Counsel for John Paul Hogan  
and Robert L. Banks.

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

EARL RIPPE TOE,

Plaintiff,

vs.

STATE FARM MUTUAL  
AUTOMOBILE INSURANCE  
COMPANY,

Defendant.

No. 6546 Civil

**FILED**

JUL 25 1967

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

ORDER GRANTING SUMMARY JUDGMENT

The parties have entered into certain stipulations of record. The defendant has moved for summary judgment on the basis that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law to the effect that its public liability insurance policy involved herein does not afford coverage as claimed by the plaintiff.

It is undisputed from the stipulations of record that the defendant issued to the plaintiff the automobile policy of insurance which was in force and effect on August 9, 1965; that the plaintiff was engaged in the trash-hauling business; that he used a truck (the owned or named vehicle in the above insurance policy) in the performance of this business and employed one Jessie Robert Warren as a driver; that on August 9, 1965, Jessie Robert Warren sustained an accident and resulting personal injuries while driving the said insured truck in the course of his employment for the plaintiff; that the said Jessie Robert Warren was not a domestic employee of the plaintiff; that he was not covered by and has received no benefits under the Oklahoma Workmen's Compensation law; that the plaintiff was not engaged in the automobile business and the said vehicle was not being used in the automobile business and as a result of

of this accident the said Jessie Robert Warren sued the plaintiff in State court and recovered judgment against him in the amount of \$22,400.00 for his personal injuries.

In the case at bar, the plaintiff asserts that the said automobile policy issued to him as the named insured by the defendant covered the above-mentioned accident and resulting judgment against him in favor of Jessie Robert Warren and that plaintiff should have judgment herein against the defendant for the said sum of \$22,400.00, representing said judgment against him, with interest, and the further sum of \$5,000.00 as and for legal expenses incurred by the plaintiff in defending the action against him by the said Jessie Robert Warren when the defendant failed and refused to defend said action.

The defendant by answer claims that its policy of insurance issued to the plaintiff did not cover the accident of Jessie Robert Warren and by its Motion for Summary Judgment the defendant claims that this is so as a matter of law since there is no genuine issue as to any material fact in view of the provisions of the insurance policy involved and the stipulations of record.

The policy of insurance involved herein obligates the defendant to pay on behalf of the plaintiff all sums which the insured shall become legally obligated to pay as damages because of bodily injuries sustained by other persons and property damage caused by accident arising out of the ownership or use of the owned automobile and to defend any suit against the plaintiff alleging such bodily injury or property damage and seeking damages which are payable thereunder.

The policy contains several exclusions. Exclusionary clause (h) provides:

"This insurance does not apply under: . . . .

(h) coverage A, (bodily injury) to bodily injury to any employee of the insured arising out of and in the course of (i) domestic employment by the insured, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (ii) other employment by the insured; or (2) to any obligation for which the insured or his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;"

Under the stipulations herein and exclusionary clause (h), a bodily injury to Jessie Robert Warren as a non-domestic employee of the plaintiff (the insured) arising out of and in the course of employment by the plaintiff is not covered by the policy involved herein.

The Court finds that the said exclusionary clause (h) is not ambiguous. It clearly excludes coverage to (1) an employee who is injured in the course of domestic employment where benefits are payable to him under workmen's compensation, (2) any non-domestic employee, and (3) any obligation for which the insured or his employer may be held liable under any workmen's compensation law or similar law. The co-ordinating conjunction "or", indicating an alternative, is clearly used in such manner as to divide the exclusion in (h) into the above three categories.

The conclusion of non-coverage in this case pursuant to exclusion (h) thus conforms to the clear and unambiguous language of the policy and is supported by the following cases: Tri-State Casualty Insurance Co. v. Loper, (Tenth Circuit-1953), 204 F.2d 557; Auto Racing, Inc. v. Continental Casualty Co., (Tenth Circuit-1962) 304 F.2d 697; Erie R.R. Co. v. American Automobile Insurance Co., (New Jersey-1955) 114 Atl.2d 333; Pennsylvania Threshermen & Farmers Mutual Cas. Ins. Co. v. Harrill, et al., (W.D. N.C.-1952) 106 F.Supp.

332; Hagerty v. Myers, (Mass.-1955) 131 N.E.2d 176; Southern Farm Bureau Casualty Ins. Co. v. Bohls, (Texas-1957) 304 S.W.2d 534; Walker v. Countryside Casualty Co., (Arkansas-1965) 396 S.W.2d 824; 50 A.L.R.2d 78.

Exclusionary clause (i) provides:

"This insurance does not apply under: . . .

(i) coverage A, (bodily injury) to bodily injury to the insured or any member of the family of the insured residing in the same household as the insured;"

The policy defines the term "insured" under coverage A to include:

"(4) any other person while using the owned automobile, provided the operation and the actual use of such automobile are with the permission of the named insured or such spouse and are within the scope of such permission, . . ."

Under the stipulations herein and exclusionary clause (i), a bodily injury to Jessie Robert Warren as a person using the owned automobile with the permission of the plaintiff (named insured) and within the scope of such permission, is clearly not covered by the policy involved herein. The language of exclusionary clause (i) admits of no other conclusion.

The plaintiff urges coverage by virtue of an exception to another exclusionary clause which provides:

"This insurance does not apply under: . . .

(e) coverage A (bodily injury) and B, except as to the named insured, to the owned automobile while used in an automobile business, except that coverage A and B shall apply as excess insurance over any other collectible insurance, to a resident of the same household as the named insured, to a partnership in which such resident or the named insured is a partner, or to any partner, agent or employee of the named insured, such resident or partnership;"

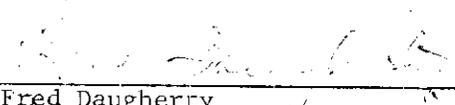
For this policy provision to come into play, it would be necessary that the owned automobile be used in an automobile business.

This is not the case according to the stipulations herein. This provision, therefore, affords no coverage to the accident and resulting bodily injuries of the said Jessie Robert Warren. The following cases support this legal conclusion: Goforth v. All State Ins. Co., (W.D. N.C.-1963) 220 F.Supp. 616, affirmed 327 F.2d 637 (Fourth Circuit-1964); American Fire & Casualty Co. v. Surety Indemnity Co., (S. Carolina-1965) 143 S.E.2d 371.

It is well settled that the type of public liability insurance policy involved herein is intended to cover the general public and employees of the insured are excluded from coverage. State Farm Mutual Automobile Ins. Co. v. Braxton, (Fourth Circuit-1948) 167 F.2d 283; State Farm Mutual Automobile Ins. Co. v. Brooks, (Eighth Circuit-1943) 136 F.2d 807, cert. denied 320 U.S. 768 (1943).

In view of the stipulations of record herein, the pertinent provisions of the policy as set out above and the existing case law, there is no genuine issue as to any material fact involved in this case and the defendant is entitled to Summary Judgment to the effect that the insurance policy involved herein does not cover the accident of Jessie Robert Warren as a matter of law and the action of plaintiff should be and the same is hereby dismissed.

Dated this 25 day of \_\_\_\_\_, 1967.

  
Fred Daugherty  
United States District Judge

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

W. WILLARD WITZ, SECRETARY OF )  
LABOR, UNITED STATES DEPARTMENT )  
OF LABOR )  
 )  
Plaintiff )  
 )  
v. )  
 )  
HANNA LIMBER COMPANY, INC. )  
 )  
Defendant )

CIVIL ACTION

FILE NO. 6589

FILED

JUL 25 1967

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

J U D G M E N T

Plaintiff, hereinafter called the Secretary, United States Department of Labor, having filed his complaint, and the defendant having appeared by counsel and waived answer herein, agrees to the entry of this judgment without contest. It is, therefore, upon motion of the attorneys for plaintiff and for cause shown:

ORDERED, ADJUDGED and DECREED that defendant, its officers, agents, servants, employees and all persons acting or claiming to act in its behalf and interest be, and they hereby are, permanently enjoined and restrained from violating the provisions of Sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938 (Act of June 25, 1938, 52 Stat. 1060, as amended, 29 U.S.C. 201 et seq.), hereinafter referred to as the Act, in the following manners:

(1) Defendant shall not, contrary to Sections 7 and 15(a)(2) of the Act, employ any of its employees engaged in interstate commerce, or in the production of goods for interstate commerce, or in an enterprise engaged in commerce or in the production of goods for commerce, as these terms are defined by the Act, for

a work week longer than 40 hours, unless such employees receive compensation for their employment in excess of 40 hours in such work weeks at a rate not less than one and one-half times the regular rate at which they are employed.

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

(3) Based upon a stipulation of the parties that for the period from November 18, 1964 to March 1, 1967, defendant underpaid the employees listed on Exhibit A, attached hereto and incorporated herewith by reference, contrary to Sections 7 and 15(a)(2) of the Act, in the amounts set opposite their names on said exhibit:

Defendant is further enjoined and restrained from withholding from said employees the said unpaid overtime compensation in the total amount of \$4300.00, to which they are entitled under the Act. The provisions of this paragraph of this judgment shall be deemed satisfied when defendant delivers to the plaintiff a certified check for \$4300.00 (less appropriate tax deductions). The plaintiff shall distribute the proceeds of the check to the persons named on Exhibit A, attached hereto, or to their estates, if that is necessary, and any money not so paid within a reasonable time, because of inability to locate the proper persons, or because of their refusal to accept it, shall be covered into the Treasury of the United States as miscellaneous receipts; and it is

Further ORDERED, ADJUDGED and DECREED that plaintiff have and recover his costs herein, including the attorney's docket fee provided for by 28 U.S.C. 1923.

July 21, 1967

(S) Luther Bohannon  
United States District Judge

Entry of this judgment is hereby consented to:

KAMBA LINGER COMPANY, INC.

By M. Ed Hanna  
President

By J. Carlisle Nelson  
Its Attorney

Wm. E. Bean  
Attorney for Plaintiff

<u>EMPLOYEE</u>	<u>AMOUNT DUE</u>
Richard Brown	\$517.91
Darrell Curtis	688.00
James B. Curtis	234.36
Joseph Faught, Sr.	25.69
Cletis Fields	7.25
Ed Gainer	15.06
Freddie Galloway	14.85
Floyd Gann	246.20
Huben Griffin	21.35
Don C. Herren	435.01
Lloyd Jackson	24.94
William M. Johnson	48.95
Otee Jones	8.14
Robert Lewis	353.47
Norman Mathis	362.39
Larry Mullins	13.25
Edgar T. Rodebush	155.21
Janet Ruttrez	13.18
Millard Dowler	30.51
Dennis Flanagan	24.38
Ene Gann	31.42
Joe B. Hall	80.16
Starlin Hammonds	61.38
Raymond A. Harrington	26.20
Jake Kirk	5.74
Sandra K. Looney	7.92
Chester McElroy	67.61
Aime P. Montgomery	93.22

<u>EMPLOYEE</u>	<u>AMOUNT DUE</u>
Johannie Folk	\$ 50.49
Herman Robbins	414.46
Jackie E. Robinson	55.88
George Schaum	13.97
Benjamin Scott	22.34
Ben Sisson	9.47
Ruby Anita Smith	107.40
Dorothy Washburn	10.24



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

E. B. CYPERT, )  
 )  
 Plaintiff, )  
 )  
 -vs- )  
 )  
 STEPHEN LYNN BAKER, )  
 )  
 Defendant, )

NO. 6 5 7 6 **FILED**

JUL 26 1967

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

O R D E R

NOW on this 20th day of July, 1967, there came on for hearing pursuant to regular assignment the Motion for New Trial in cause #6576 of the defendant.

The plaintiffs appeared by and through their attorneys, Floyd L. Walker and Allen H. Stocker, and the defendant appeared by and through his attorney, Alfred B. Knight. After consideration of the Briefs, submitted by the parties, oral argument of the attorneys, and after review of all of the evidence, the Court specifically approves the verdict of the jury and specifically finds that the verdict should be approved in accordance with the evidence.

THEREFORE, IT IS ADJUDGED AND DECREED, that the Motion for New Trial in E. B. Cypert -vs- Stephen Lynn Baker, cause #6576 be and hereby is overruled.

*(s) Allen E. Barrow*  
-----  
JUDGE, UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

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

FILED

JUL 26 1967

EUGENE B. CYPERT, JR., by and through )  
E. B. CYPERT, his father and Natural )  
Guardian, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
STEPHEN LYNN BAKER, )  
 )  
Defendant, )

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

NO. 6 5 7 7

O R D E R

NOW on this 20th day of July, 1967, there came on for hearing pursuant to regular assignment the Motion for New Trial and cause #6577 of the plaintiff.

The plaintiffs appeared by and through their attorneys, Floyd L. Walker and Allan H. Stocker, and the defendant appeared by and through his attorney, Alfred B. Knight. After consideration of the Briefs, submitted by the parties, oral argument of the attorneys, and after review of all of the evidence, the Court specifically approves the verdict of the jury and specifically finds that the verdict should be approved in accordance with the evidence.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in cause #6577 in the cause of Eugene B. Cypert, Jr., by and through his father and natural guardian, E. B. Cypert -vs- Stephen Lynn Baker in #6577 be and same is hereby overruled.

(s) *Allen E. Barron*

JUDGE, UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

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

United States of America,

Plaintiff,

vs.

Civil No. 6590

Robert R. Cox and Mary Lee  
Cox, Lester L. Kelsey, Jr. and  
Grace Elizabeth Kelsey, Arthur  
Lee Johnson and Billie Mae  
Johnson,

Defendants.

FILED

JUL 26 1967

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

ORDER CONFIRMING MARSHAL'S SALE

NOW, on this 24 day of July 1967, there comes on for  
consideration the Motion To Confirm Sale made by the United States  
Marshal for the Northern District of Oklahoma on July 7, 1967, under an  
Order of Sale dated April 28, 1967, of the following described property,  
to-wit:

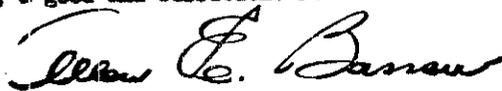
Lot 14, Block 8, Suburban Acres, 2nd Addition  
to the City of Tulsa, Tulsa County, Oklahoma,  
according to the recorded plat thereof,

and the Court having examined the proceedings of the United States Marshal  
under the said Order of Sale, there being no exceptions thereto and no  
one appearing in opposition thereto, finds that due and legal notice of  
the sale was given once a week for four (4) consecutive weeks prior to  
the date of said sale in the Tulsa Daily Legal News, a newspaper of general  
circulation in Tulsa County, State of Oklahoma, and that on the day fixed  
therein the aforesaid property was sold to the Administrator of Veterans  
Affairs, he being the highest and best bidder therefor.

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

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the United  
States Marshal's Sale made pursuant to the Order of Sale heretofore issued  
herein, be, and the same is approved and confirmed.

IT IS FURTHER ORDERED that Doyle W. Foreman, United States Marshal  
for the Northern District of Oklahoma, execute and deliver to the purchaser,  
the Administrator of Veterans Affairs, a good and sufficient Deed for the  
above-described real property.



UNITED STATES DISTRICT JUDGE

APPROVED:

  
SAM E. TAYLOR

Assistant United States Attorney

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

THOMAS E. ROBERTSON,

Plaintiff,

vs.

ROY L. MORGAN PRODUCTION COMPANY,  
an Oklahoma corporation, ROY L.  
MORGAN, an individual, INTERNATIONAL  
CARBON, INC., an Oklahoma corporation,  
and CARBON MANAGEMENT, INC., an Okla-  
homa corporation,

Defendants and Third-Party  
Plaintiffs,

vs.

GENERAL COLLOIDAL CARBON, INC.,  
a corporation,

Third-Party Defendant.

No. 6602 Civil

**FILED**

JUL 26 1967

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

ORDER

The defendants, Roy L. Morgan Production Company and Roy L. Morgan, individual, have filed a Motion and brief which requests the Court to dismiss plaintiff's cause of action under Rule 41(b), F.R.Civ.P., 28 U.S.C.A., with prejudice. This action is requested because of alleged failure of plaintiff to faithfully prosecute his case. The individual defendant, Roy L. Morgan, also requests the Court by Motion (without supporting brief) to enter a judgment foreclosing his lien against defendant International Carbon, Inc., if the Court sustains the said Motion to dismiss for failure to prosecute under Rule 41(b), supra.

In the Answer Brief of plaintiff and supporting affidavit, it is suggested that the prior delays in pursuing this litigation were occasioned by certain omissions and misunderstandings in connection with counsel employed or sought to be employed to represent his interests in this litigation. The plaintiff states

that he entered into an agreement with new counsel, that he has diligently pursued his matter, and that he desires the case be tried on its merits.

Although the Court cannot agree that alleged inadvertence of counsel has occasioned all the delays and that plaintiff is without fault, it does appear that plaintiff has proffered an explanation for the alleged failure to diligently prosecute. The Court would like to point out that a dismissal with prejudice is a drastic sanction to be applied only in extreme situations.

Independent Production Corp. v. G.P.A. Inc., 233 F.2d 730 (Second Cir.-1960). It is therefore the opinion of the Court that the circumstances of this case do not justify the application of a dismissal with prejudice and that to enter the same would be an abuse of discretion. The plaintiff has made a reasonable explanation for any lack of diligence and the possible prejudice resulting to defendants does not upset this showing. O'Shea v. Bingswanger, 42 F.R.D. 21 (D. Maryland-1967).

The Motion of defendants for Dismissal with Prejudice under Rule 41(b) is overruled and concomitantly the Motion for Summary Judgment on Cross-Claim of defendant, Roy L. Morgan, must also be overruled and denied.

It is so ordered this 14 day of July, 1967.

Fred Daugherty  
United States District Judge

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

SECURITIES AND EXCHANGE COMMISSION, )

Plaintiff, )

vs. )

COMMUNITY NATIONAL LIFE INSURANCE COMPANY, )

JIMMIE J. RYAN, )

H. G. BILL DICKEY, )

HOWARD E. TURREL, )

BRANNON, FULPS & COMPANY )

ARNOLD R. BRANNON, )

LYNDON L. PEARSON and )

ROY V. MONTGOMERY, )

Defendants. )

CIVIL ACTION  
FILE NO. 67-C-110

JUDGMENT FOR PERMANENT  
INJUNCTION

**FILED**

JUL 26 1967

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

It appearing to the Court that the defendants  
Community National Life Insurance Company, Jimmie J. Ryan,  
H. G. Bill Dickey, Howard E. Turrel, Brannon, Fulps & Company  
and Arnold R. Brannon have by written stipulation between  
Plaintiff and these Defendants consented to the entry of a  
Final Judgment of Permanent Injunction conformable to the  
demands of Plaintiff's complaint filed herein;

It further appearing to the Court that pursuant to  
the said stipulation that the Defendants, and each of them,  
have filed their answers in this cause, denying any allegations  
of wrong doing contained in the complaint;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the  
Defendants COMMUNITY NATIONAL LIFE INSURANCE COMPANY, JIMMIE J.  
RYAN, H. G. BILL DICKEY, HOWARD E. TURREL, BRANNON, FULPS &  
COMPANY and ARNOLD R. BRANNON, and each of them, and their  
officers, directors, agents, employees, attorneys and assigns,  
and persons or entities having a control relationship with  
them or any of them, and any other persons acting in concert  
or participation with them, are hereby permanently enjoined  
and restrained from, directly or indirectly:

- a. Making use of any means or instruments of  
transportation or communication in interstate

commerce or of the mails to offer to sell through the use or medium of any prospectus, or otherwise, Class A common stock or any other Class of security of Community National Life Insurance Company, unless and until a registration has been filed with the Securities and Exchange Commission as to such securities, or while a registration statement filed with the Securities and Exchange Commission as to such securities is the subject of a refusal order or stop order of the Securities and Exchange Commission, or (prior to the effective date of the registration statement) any public proceedings or examination under Section 8 of the Securities Act of 1933.

- b. Making use of any means or instruments of transportation or communication in interstate commerce or of the mails to sell Class A common stock or any other class of security of Community National Life Insurance Company through the use of any prospectus, or otherwise, unless and until a registration statement is in effect with the Securities and Exchange Commission as to such securities.
- c. Carrying such securities or causing them to be carried through the mails or in interstate commerce by any means or instruments of transportation for the purpose of sale or delivery after sale, unless and until a registration statement is in effect with the Securities and Exchange Commission as to such securities.

Provided, however, that nothing in the foregoing shall apply to any security or transaction which is exempt from the provisions of Section 5 of the Securities Act of 1933, as amended.

- d. Making use of the means and instrumentalities of interstate commerce, or the mails, or the facilities of any national securities exchange, to bid for or purchase for any account in which such defendants, or any of them, have a beneficial interest, including the account of any nominee of the defendants, or to attempt to induce any person, including any broker or dealer in securities, to purchase any Community National Life Insurance Company security which is the subject of a distribution, or any security of the same class or series, or any right to purchase such security, while such defendants, or any of them, are the persons on whose behalf such distribution is being made or are otherwise participating in such distribution, until such distribution has been completed, unless the activities of such defendants fall within the exemptive provisions of Rule 10b-6 under the Securities Exchange Act of 1934 (17 CFR 240.10b-6) or an exemptive order therefrom is obtained from the Securities and Exchange Commission.
- e. Making use of the means and instruments of interstate commerce, or the mails, or the facilities of any national securities exchange for the purpose of
1. using or employing any manipulative or deceptive device, scheme, artifice or contrivance to deceive in connection with the purchase or sale of any Community National Life Insurance Company security, or any other securities; and particularly

2. making untrue statements of material facts, or omitting to state material facts necessary in order to make statements made, not misleading, in connection with the purchase or sale of any Community National Life Insurance Company security;
3. engaging in any act, practice, or course of business which operates or would operate as a deceit upon any person in connection with the purchase or sale of any Community National Life Insurance Company security; or
4. engaging in any act, practice or course of business of a similar purport or object in violation of Section 17(a) of the Securities Act of 1933 and Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 thereunder.

*Alan E. Bensen*

UNITED STATES DISTRICT JUDGE

Dated this 7<sup>th</sup> day of July, 1967.

Dated: July 26, 1967

COMMUNITY NATIONAL LIFE INSURANCE COMPANY

SECURITIES AND EXCHANGE COMMISSION

By Jimmie J. Ryan  
Jimmie J. Ryan  
President

By M. David Hyman  
M. David Hyman  
Attorney

BRANNON, FULPS & COMPANY  
By Arnold R. Brannon  
Arnold R. Brannon  
President

Fredric C. Jacobs  
Fredric C. Jacobs  
Attorney

Jimmie J. Ryan  
Jimmie J. Ryan  
Individually

H. G. Bill Dickey  
H. G. Bill Dickey

Howard E. Turrel  
Howard E. Turrel

Arnold R. Brannon  
Arnold R. Brannon  
Individually

Dickson M. Saunders  
Dickson M. Saunders  
Attorney for Defendants  
Community National Life  
Insurance Company and  
H. G. Bill Dickey

Paul Duncan  
Paul Duncan  
Attorney for Defendant  
Jimmie J. Ryan

Preston J. Moore  
Preston J. Moore  
Attorney for Defendant  
Jimmie J. Ryan

Robert G. Brown  
Robert G. Brown  
Attorney for Defendants  
Arnold R. Brannon, and  
Brannon, Fulps & Company

Donald E. Pray  
Donald E. Pray  
Attorney for Defendant  
Howard E. Turrel

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

FARMERS INSURANCE EXCHANGE, )  
A Reciprocal, )  
 )  
Plaintiff, )

vs. )

NO. 67 C 72

HELEN BLOSSOM, a minor, RICKEY BLOSSOM, )  
a minor, MARILYN BLOSSOM, a minor, )  
ALLEN BLOSSOM, a minor, WILLIE BLOSSOM, )  
a minor, BOBBIE JOE BLOSSOM, a minor, )  
NORMA BLOSSOM, a minor, ANNIE BLOSSOM, )  
NED SOLTISKY, ADAM BLOSSOM, BURL )  
HOLLOWAY and HELEN LUCUS, )  
 )  
Defendants. )

FILED

JUL 31 1967

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

MOTION TO DISMISS HELEN BLOSSOM, A MINOR, RICKEY  
BLOSSOM, a MINOR, MARILYN BLOSSOM, A MINOR, ALLEN  
BLOSSOM, A MINOR, WILLIE BLOSSOM, A MINOR, BOBBIE  
JOE BLOSSOM, A MINOR, NORMA BLOSSOM, A MINOR, ANNIE

BLOSSOM, AND ADAM BLOSSOM, AS PARTY DEFENDANTS

COMES now Farmers Insurance Exchange, plaintiff herein, and moves this  
Court to dismiss Helen Blossom, a minor, Rickey Blossom, a minor, Marilyn Blossom,  
a minor, Allen Blossom, a minor, Willie Blossom, a minor, Bobbie Joe Blossom,  
a minor, Norma Blossom, a minor, Annie Blossom, and Adam Blossom, as party  
defendants herein, without prejudice and at the cost of this plaintiff.

ALFRED B. KNIGHT

By Richard D. Wagner  
Attorney for Plaintiff

Richard D. Wagner  
811 Ritz Building  
Tulsa, Oklahoma 74103

O R D E R

NOW on this 24th day of July, 1967, upon plaintiff's Motion, the defe.  
dants Helen Blossom, a minor, Rickey Blossom, a minor, Marilyn Blossom, a  
minor, Allen Blossom, a minor, Willie Blossom, a minor, Bobbie Joe Blossom,  
a minor, Norma Blossom, a minor, Annie Blossom, and Adam Blossom, are each  
dismissed as a party defendant herein, without prejudice, at the cost of the  
plaintiff.

7-31 67

(3) Lena Douglas  
JUDGE