

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

W. WILLARD WIRTZ, SECRETARY)
OF LABOR, UNITED STATES)
DEPARTMENT OF LABOR,)

Plaintiff,)

-vs-

PIERCE WINNINGHAM, DOROTHY)
WINNINGHAM, and DONALD)
WINNINGHAM, jointly and severally,)
doing business as TULSA AUTO)
SALVAGE,)

Defendants.)

Civil Action No. 6456

FILED

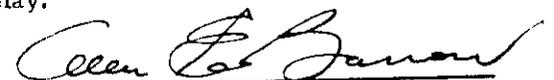
OCT - 2 1967

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

J U D G M E N T

This cause came on for hearing on this 14th day of September, 1967, at which time the plaintiff appeared by his employee and representative, Dean Speer, and by his attorneys, M. J. Parmenter, Regional Attorney, by James F. Gruben, Trial Attorney, and the defendants appeared in person and by their attorney, David H. Sanders. The plaintiff put on his evidence and rested and thereupon the defendants interposed a motion to dismiss with prejudice upon its merits upon the grounds that the evidence was insufficient. The Court thereupon made findings of fact and conclusions of law and finds that said motion should be sustained and judgment entered accordingly.

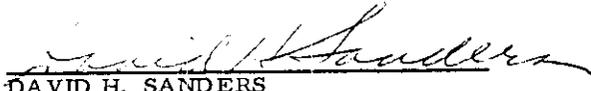
NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that this action be and the same is hereby and by these presents dismissed on its merits with prejudice and that the defendants and each of them be discharged and released of and from all liability to go henceforth without delay.


UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:



JAMES F. GRUBEN
Attorney for Plaintiff



DAVID H. SANDERS
Attorney for Defendants

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

BARRY C. BLAIR,

Plaintiff,

vs.

HALLETT CONSTRUCTION
COMPANY, a corporation,

Defendant.

FILED

OCT - 6 1967

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

No. 67-C-118

O R D E R

On the 4th day of October, 1967, there came on for hearing the defendant's motion for summary judgment under Rule 56 (b) (c) of the Federal Rules of Civil Procedure; the plaintiff appearing by and through his counsel, Frasier, Richard, Mefford and Frasier, by Thomas Dee Frasier; the defendant appearing by and through its attorneys of record, Houston, Klein & Davidson, by Lee Grigg; and the plaintiff by and through his counsel in open court, confessed the defendant's said motion for summary judgment, and upon such confession the Court finds that the defendant's motion for summary judgment under Rule 56 (b) (c) of the Federal Rules of Civil Procedure should be and is hereby sustained.

IT IS, THEREFORE, ORDERED that defendant's motion for summary judgment under Rule 56 (b) (c) of the Federal Rules of Civil Procedure is sustained and the plaintiff's complaint is hereby dismissed.


Judge of the United States
District Court for the Northern
District of Oklahoma

APPROVED AS TO FORM:

FRASIER, RICHARD, MEFFORD & FRASIER

By 
Attorneys for plaintiff

HOUSTON, KLEIN & DAVIDSON

By 
Attorneys for defendant

IN THE U. S. DISTRICT COURT IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA

FILED

OCT - 9 1967

In re Habeas Corpus of)
)
RAYMOND CHENOWITH,)

No. 67-C-183

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

ORDER OF DISMISSAL

THIS MATTER coming on for hearing on the Petition of RAYMOND CHENOWITH for a Writ of Habeas Corpus and the order of this Court issued on the 26th day of september, 1967 to DAVE FAULKNER, Sheriff of Tulsa County, Oklahoma, to show cause.

The petitioner appearing in person and by his counsel, CHARLES DUNN, and the respondent DAVE FAULKNER by TED FLANAGAN, Assistant District Attorney for Tulsa County.

The respondent DAVE FAULKNER having filed his response to the Order to Show Cause, alleging that the petitioner RAYMOND CHENOWITH was not in his custody, but was at large, and counsel for said petitioner having admitted in open court the truth of said allegation, and the court observing that the petitioner was present in the court room and not in custody,

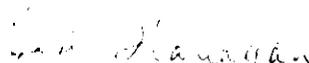
FINDS: The petitioner RAYMOND CHENOWITH is not in custody and is not restrained of his liberty by the respondent Sheriff, but is at liberty on a bond previously filed in the District Court of Tulsa County, and by reason of these facts this court lacks jurisdiction to grant the Writ of Habeas Corpus requested in said petition.

IT IS THEREFORE ORDERED That the Petition of RAYMOND CHENOWITH for a Writ of Habeas Corpus be, and the same hereby is dismissed, and the writ prayed for denied.

DONE IN OPEN COURT This 4th day of October, 1967.


ALLEN E. BARROW, U. S. DISTRICT JUDGE
Northern District of Oklahoma.

CHARLES DUNN, for Petitioner


TED FLANAGAN, for Respondent

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

W. WILLARD WIRTH, SECRETARY OF)
LABOR, UNITED STATES DEPARTMENT)
OF LABOR)

Plaintiff)

v.)

CANADA DRY BOTTLING COMPANY OF)
TULSA, INCORPORATED, and FRANK)
MILLER, PRESIDENT, individually)

Defendants)

CIVIL ACTION

FILE NO. 67-C-21

ORDER OF DISMISSAL

Plaintiff having filed his complaint herein, and there-
after defendants having assured plaintiff and this court that
they will fully comply in the future with the provisions of the
Fair Labor Standards Act of 1938, as amended, and defendants
having paid to plaintiff \$5,631.28 for the use and benefit of
defendants' employees, representing unpaid wages due such employees,
and defendants having entered into a stipulation of compliance,
wherein defendants specifically agree to comply with all pertinent
provisions of the Fair Labor Standards Act of 1938, as amended;

It is, therefore, ORDERED, ADJUDGED, AND DECREED that
the above styled and numbered cause be and the same hereby is
dismissed.

Dated this 10 day of October 1967.

13 *Luther Bohannon*
UNITED STATES DISTRICT JUDGE

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

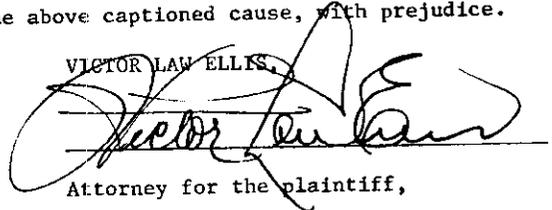
LINDA KAY RAMBO,)
)
Plaintiff,)
)
vs.)
)
RANDALL PAUL SANDERS,)
)
Defendant.)

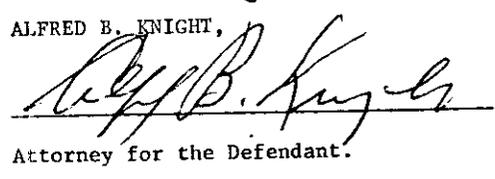
NO. 67 - C - 48 / **FILED**
OCT 10 1967
NOBLE C. HOOD
Clerk, U. S. District Court

STIPULATION FOR DISMISSAL

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

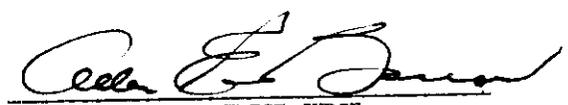
WHEREFORE, premises considered, the plaintiff and the defendant, pray that the Court dismiss the above captioned cause, with prejudice.

VICTOR LAW ELLIS,

Attorney for the plaintiff,

ALFRED B. KNIGHT,

Attorney for the Defendant.

ORDER

NOW, on this 10th day of October, 1967, the above captioned cause, by Order of the Court, is dismissed with prejudice, on stipulation of the parties hereto.


UNITED STATES DISTRICT JUDGE

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

TIMOTHY W. DRISKILL and JOSI)
DRISKILL, Sole Surviving Next)
of Kin of Tina Michelle Dris-)
kill, Deceased; TIMOTHY W.)
DRISKILL, individually and JOSI)
DRISKILL, individually,)
)
Plaintiffs,)
)
vs.)
)
BILLY RAY CAUTHERS,)
)
Defendant.)

FILED
NO. 67 - C - 105
OCT 10 1967

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

STIPULATION FOR DISMISSAL

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

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

PITCHER, LOGAN AND LOWRY

By *[Signature]*
Mike Logan
Attorneys for the Plaintiffs,

ALFRED B. KNIGHT,

[Signature]
Attorney for the defendant.

ORDER
NOW, on this 10th day of October, 1967, the above captioned cause, by Order of the Court, is dismissed with prejudice, on stipulation of the parties hereto.

(5) *[Signature]*
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

David O. Boling, Ruby Bernice
Boling, husband and wife; Richard
Carlton Shay, Donna Sue Shay,
husband and wife; and Dale Chase,
dba Abner's Plumbing and Heating
Company; and Robert M. Butler,

Defendants.

Civil No. 67-C-125

J U D G M E N T

This matter comes on for consideration this 10th day of October, 1967, the plaintiff appearing by Sam E. Taylor, Assistant United States Attorney, and the Court being fully advised and having examined the file herein finds that the defendants, Robert M. Butler, and Richard Carlton Shay and Donna Sue Shay, have heretofore filed their answers disclaiming any interest in the real property, the subject matter hereof; and

It further appearing and the Court finds that due and legal personal service of summons has been made on the defendants, David O. Boling and Ruby Bernice Boling, husband and wife, on the 13th day of July, 1967, in this state, requiring each of them to answer the complaint filed herein not more than twenty (20) days after service of summons, and it appearing that said defendants have failed to file an answer herein and their default has been entered by the Clerk of this Court; and

It further appearing and the Court finds that due and legal personal service of summons has been made on the defendant, Dale Chase, dba Abner's Plumbing and Heating Company, on the 12th day of July, 1967, in this state, requiring said defendant to answer the complaint filed herein within twenty (20) days after date of service of summons, and it appearing that said defendant has failed to file an answer herein and his default has been duly entered by the Clerk of this Court; and

The Court further finds that the material allegations of the plaintiff's complaint are true and correct; that the defendants, David O. Boling and Ruby Bernice Boling, husband and wife, did on August 20, 1965, execute and deliver to the Administrator of Veterans Affairs their mort-

gage and mortgage note for the sum of \$9,700.00, with interest thereon at the rate of 5 3/4% per annum, and further providing for the payment of monthly installments of principal and interest. That said defendants on April 12, 1966, did convey the real property described in the aforesaid mortgage, to-wit:

Lot Forty-one (41), Block Nineteen (19), Valley View Acres Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof,

to the defendants, Richard Carlton Shay and Donna Sue Shay, husband and wife, who agreed to assume and pay the aforesaid mortgage and note.

The Court further finds that default has been made by the defendants, David O. Boling and Ruby Bernice Boling, husband and wife, and Richard Carlton Shay and Donna Sue Shay, husband and wife, under the terms of the aforesaid mortgage and mortgage note by virtue of said defendants' failure to make the monthly installment of principal and interest due on said mortgage note on October 1, 1966, which default has continued; that said defendants by virtue of such default are now indebted to the plaintiff for the sum of \$9,541.81, with interest thereon at the rate of 5 3/4% per annum from October 1, 1966, until paid, together with the costs of this action.

The Court further finds that the defendant, Robert M. Butler, having filed a disclaimer herein, has no right, title, interest or claim in or to the real property hereinabove described; and that the defendant, Dale Chase, dba Almer's Plumbing and Heating Company, having made default in appearance herein, has no right, title, interest or claim in or to the real property hereinabove described.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, United States of America, have and recover from the defendants, David O. Boling and Ruby Bernice Boling, husband and wife, and Richard Carlton Shay and Donna Sue Shay, husband and wife, judgment in the sum of \$9,541.81, with interest thereon at the rate of 5 3/4% per annum from October 1, 1966, until paid, together with costs of this action, accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff has a first and prior lien upon the hereinabove described real property by virtue of the aforesaid mortgage as security for the payment of this judgment, and the plaintiff electing under the terms of said mortgage to have the real property described therein sold, with appraisement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of the defendants, David O. Poling and Ruby Bernice Poling, husband and wife, and Richard Carlton Shay and Donna Sue Shay, husband and wife, to satisfy the money judgment of plaintiff an order of sale shall issue to the United States Marshal for the Northern District of Oklahoma commanding him to advertise and sell, with appraisalment, the above described real property and to apply the proceeds thereof in payment of the costs of said sale and in satisfaction of plaintiff's judgment herein. The residue, if any, to be paid to the Clerk of this Court to await further order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from and after the sale of the real property under and by virtue of this judgment, the defendants and each of them, and all persons claiming under them since the filing of the complaint herein be and they are hereby forever barred and foreclosed of and from every lien, right, title, interest or claim in and to such real property.

APPROVED:

SAM E. TAYLOR
Assistant U. S. Attorney

Allen C. Barron
UNITED STATES DISTRICT JUDGE

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

LUTHER SPRADLING, PAUL LINEHAN
and CHARLES YOUNG,

Plaintiffs,

vs.

ORVILLE FREEMAN, Secretary of
Agriculture, and RICHARD E. ARNOLD,
Market Administrator of
Oklahoma Metropolitan Milk
Marketing Area,

Defendants.

CIVIL ACTION NO. 67-C-186

FILED

OCT 17 1967

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

ORDER OF DISMISSAL WITHOUT PREJUDICE

This matter coming before the Court upon the application of Plaintiffs for temporary escrow and upon the motion of defendants to dismiss and the Court having heard statements of counsel and upon consideration finds that this action should be dismissed without prejudice pending application by Plaintiffs, or their representatives, for amendments to the Oklahoma Metropolitan Milk Marketing Order.

It is, therefore, ORDERED that this cause be dismissed without prejudice with permission to refile following an Order of the Secretary of Agriculture denying a hearing or denying the relief sought, provided that such action may be refiled in any event on or after six (6) months from the date such application is filed with the Department if no such Order has been issued.

Dated the 11th day of October 1967.

Allen E. Benson
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

Jack N. Hays

JACK N. HAYS
Attorney for Plaintiffs

J. Charles Krause

J. CHARLES KRAUSE
Attorney for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Eugene Grooms and Elsie D.
Grooms,

Defendants.

CIVIL NO. 67-C-107

FILED

OCT 12 1967

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

DEFAULT JUDGMENT BY THE CLERK

This cause came on to be heard on motion of the plaintiff for default judgment for the relief demanded in the complaint, and it appearing the complaint and summons in this action were served on the defendant^s on July 2, 1967, as appears from the Marshal's return of service of said summons; that the time within which the defendant^s may answer or otherwise move as to the complaint has expired; that the defendant^s ~~has~~ have not answered or otherwise moved and that the time for defendant^s to answer or otherwise move has not been extended.

It further appearing, as evidenced by the affidavit of the plaintiff, that the defendant^s ~~is~~ are neither ~~an~~ infant^s nor incompetent person^s, and that the defendant^s ~~is~~ are not in the military service of the United States.

It further appearing plaintiff's claim against the defendant^s is for a sum certain which can by computation be made certain.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff recover of the defendant^s the amount prayed for in the sum of \$ 2,822.14 day with interest on the sum of \$ 2,822.14 at the rate of 3.466% per ~~annum~~ from October 31 1966, until paid, and the costs of this action, plus the sum of \$1,343.62 as accrued interest.

Dated this 13th day of October, 19 67.

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

By M. M. Ewing
Deputy

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

FILED

OCT 17 1967

JETCO CHEMICALS, INC.
a Texas corporation,

Plaintiff,

vs.

CARL DAVIS,

Defendant.

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

CIVIL ACTION NO. 67-C-180

J U D G M E N T

The plaintiff having filed its complaint herein demanding an injunction and certain other relief as appears more fully by the said complaint and prayer for relief therein, and the plaintiff and defendant having agreed upon a basis for the settlement of the matters alleged in the complaint and the entry of a judgment in this action, and having entered into a stipulation for entry of this judgment, and due deliberation being had thereon, now on motion of counsel for the plaintiff, it is

ORDERED, ADJUDGED AND DECREED,

1. That final judgment be entered according to the terms of the Agreement of settlement filed herein, which is to have the force and effect of a final judgment in this action.
2. That the Temporary Restraining Order issued by this Court in this action under date of September 18, 1967, is hereby dissolved.
3. That plaintiff and its surety, The Travelers Indemnity Company, are hereby released and totally absolved from any liability on the bond posted in this action on September 18, 1967.
4. That plaintiff pay all court costs incurred herein.

DATED: October , 1967.

Allen E. Barrett
United States District Judge

APPROVED;

/s/ Henry G. Will
Henry G. Will
Attorney for plaintiff.

David H. Sanders
David H. Sanders
Attorney for defendant.

67-180-5
FILED

OCT 17 1967

A G R E E M E N T

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

THIS AGREEMENT, made this 12th day of October, 1967, by and between JETCO CHEMICALS, INC., a Texas corporation (hereinafter called "Jetco"), and GRADY CARL DAVIS, who is also known as Carl Davis, of Tulsa, Oklahoma (hereinafter called "Davis").

WITNESSETH:

WHEREAS, as a result of differences between the parties, Jetco has filed and there is now pending in the United States District Court for the Northern District of Oklahoma, a suit styled Civil Action No. 67-C-180, Jetco Chemicals, Inc., a Texas corporation, Plaintiff, vs. Carl Davis, Defendant, (hereinafter called "the suit"), wherein Jetco seeks to enjoin Davis from competing with it, to require Davis to turn over certain assets to it, and to require Davis to account to it; and

WHEREAS, the parties have agreed to settle their differences in the manner hereinafter set forth, and have further agreed to a form of judgment to be entered by the Court in the suit.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereinafter set forth, the parties agree as follows:

1. Termination of Employment. The parties agree there is no employment relationship between Davis and Jetco.
2. Name. Davis agrees that the names "Carl Davis Company", "Carl Davis Co." and all variations thereof are the sole and exclusive property of Jetco and that Davis will never hereafter use the same for any purpose whatsoever. Davis agrees that he will immediately cease using and will never hereafter use the name "Carl Davis" as a trade name for the purpose of manufacture, sale or distribution of chemicals or chemical compounds, but that to the extent permitted to engage in such business under the terms of this Agreement, will use a totally dissimilar trade name. Jetco agrees to phase out said names and to cease using said names altogether within one (1) year from the date hereof.

3. Formula Designations. Davis agrees that the formula designations heretofore used by him, i.e. , the "CD" series, are the sole and exclusive property of Jetco and that Davis will never hereafter use the same for any purpose whatsoever, except for the purpose of ordering chemicals from Jetco. Jetco agrees to phase out said formula designations and to cease using said formula designations altogether within one (1) year from the date hereof.

4. Customers. Davis agrees that, prior to September 6, 1968, he will not, either directly or indirectly, or through any agent, employee or intermediary, or in concert with any person, firm, corporation or association, engage in the business of manufacturing, selling or distributing chemicals or chemical compounds to any of the following named customers, to-wit:

Sinclair Refining Co.
La Porte Road
Houston, Texas

Humble Oil & Refining Co.
Baytown Refinery
Baytown, Texas

Jefferson Chemical Co., Inc.
Port Neches, Texas

Phillips Petroleum Co.
Adams Terminal Ammonia Plant
Houston, Texas

Union Texas Petroleum
Winnie, Texas

Okmulgee Refining Company, Inc.
Okmulgee, Oklahoma

Enjoy Chemical Company
Baytown, Texas

Southwestern Oil & Refining Co.
Corpus Christi, Texas

Phillips Petroleum Co.
Sweeney, Texas

National Fuel
Madill, Oklahoma

Sinclair Oil & Refining Co.
Drumright, Oklahoma

Bell Oil & Gas Company
Ardmore, Oklahoma

5. Customers. Jetco agrees that, prior to September 6, 1968, it will not, either directly or indirectly, or through any agent, employee or intermediary, or in concert with any person, firm corporation or association, engage in the business of manufacturing, sell or distributing chemicals or chemical compounds to any of the following named customers, to-wit:

St. Francis Hospital
Tulsa, Oklahoma

Douglas Aircraft Co.
Tulsa, Oklahoma

Sequoyah Refinery
Ponca City, Oklahoma

Champlin Pet. Co.
Enid, Oklahoma

C R A
Coffeyville, Kansas

C F C A
Lawrence, Kansas

Phillips Pet. Co.
Kansas City, Kansas

Skelly Oil Co.
Eldorado, Kansas

Coltexo Corp.
Lefars, Texas

Cities Service
Pampa, Texas

Phillips Pet. Co.
Borger, Texas

Phillips Pet. Co. Refinery
Borger, Texas

Phillips Petroleum Co. Butidiane Plant
Borger, Texas

Phillips Petroleum Co. Warehouse
Borger, Texas

Phillips Petroleum Co. Helium Plant
Dumas, Texas

Phillips Petroleum Co. Cactus Plant
Etter, Texas

Shamrock Oil & Gas Corp.
Sunray, Texas

Shamrock Oil & Gas Corp.
McKee Plants
Sunray, Texas

6. Change-over Period. The parties agree that during the six weeks immediately following the date of this Agreement, Davis will maintain at least one United States Post Office Box in Tulsa, Oklahoma in the name of Carl Davis Co. to be paid for by Jetco and to be accessible to Davis and Jetco. All correspondence addressed to Carl Davis Co. in Tulsa, Oklahoma will be divided as follows:

a) Correspondence from customers listed in Paragraph 5 will be the sole and exclusive property of Davis.

b) Correspondence from customers listed in Paragraph 4 will be the sole and exclusive property of Jetco.

c) Correspondence from customers listed in neither Paragraph 4 or Paragraph 5 addressed to Carl Davis Co. or any variation of such name will be the sole and exclusive property of Jetco. At the end of the six weeks period all Post Office Boxes in the name of Carl Davis Co. or any variation of such name shall be closed with instructions given to the United States Post Office to forward all mail to Jetco Chemicals, Inc., P.O. Box 1278, Corsicana, Texas. Thereafter, all correspondence addressed to Carl Davis Co. or any variation of such name shall be the sole and exclusive property of Jetco and Jetco shall retain all profits derived therefrom except for correspondence from customers listed in Paragraph 5, which shall be referred to Davis or made known to him immediately for his instructions pertaining thereto.

7. Equipment. Davis does hereby purchase and acquire from Jetco and Jetco hereby sells and conveys to Davis the equipment described on the schedule marked Exhibit A, attached hereto and made a part hereof. Davis hereby acknowledged receipt of the equipment and contemporaneously herewith has executed a promissory

note in the amount of One Thousand Dollars \$1,000.00. A security agreement and financing statement covering the equipment sold, to secure said promissory note.

8. Purchase of Products. Davis agrees that he will purchase from Jetco all quantities of those products or modifications thereof, listed on the schedule marked Exhibit B, attached hereto and made a part hereof, necessary to fill all customers' orders received by him for the period of three (3) years from the date hereof, at the prices listed on Exhibit B. The parties hereto agree to renegotiate any such price or prices from time to time so that they will be competitive with prices Jetco charges to other suppliers in areas where Davis is entitled to sell under this contract. In addition, from time to time Davis may request that Jetco mix certain formulations not included in the list attached hereto as Exhibit C and will submit exact specifications for such new formulations. Such new formulae will remain the sole and exclusive property of Davis, who agrees to license Jetco to use such formulae for preparing products as may be necessary. Jetco agrees to satisfy Davis' requirements of such products listed on Exhibit C or such new formulations submitted by Davis to Jetco during such period to the extent it is able to do so except that Jetco may refuse to satisfy Davis' requirements to customers which Jetco reasonably deems to be poor credit risks. Because of customers' needs, time is of the essence. Accordingly, Jetco shall forthwith upon receipt of an order from Davis, either fill it or release in writing Davis to purchase elsewhere. Jetco further agrees to furnish Davis with retained samples of all products manufactured for him. Jetco agrees to ship products to all customers of Davis whose orders Jetco fills under such labels and formula designations as Davis may specify other than names prohibited by this Agreement. Davis expressly agrees to hold in Trust for Jetco all moneys collected from customers of Davis to whom Jetco has shipped products to the extent of Davis' debt to

Jetco for such shipments. Davis agrees to pay over to Jetco the moneys collected from Davis' customers which Davis owes to Jetco because of products shipped to such customers by Jetco immediately and not later than 48 hours after Davis receives such money from such customers, provided, however, that Davis shall pay Jetco in any event no later than forty (40) days after Davis' receipt of Jetco's invoice for products shipped to a customer of Davis. Davis shall keep exact records of all customer's orders for Jetco's audit at any time showing the customer, the products ordered and the supplier of the product.

9. Mutual Release. Contemporaneously herewith, Jetco has paid Davis the sum of \$1,428.00 in satisfaction of all claims of Davis against Jetco. Except to the extent specifically reserved or otherwise provided for under the terms of this Agreement, the parties release each other of and from any claims or demands of every nature whatsoever. Without limiting the generality of the foregoing, Davis does hereby release Jetco of and from all claims or demands for salary, commissions, expenses and damages, and Jetco does hereby release Davis of and from any claims or demands for adjustments of purchase price, misappropriation of orders and damages, and further releases Davis of and from any claim for refund of the sum of Three Thousand Five Hundred Dollars (\$3,500.00) heretofore paid by Jetco to Davis and for repayment of the liabilities of Davis assumed and paid by Jetco in part for the goodwill of Carl Davis Company. Each party agrees to pay its or his own attorneys' fees.

10. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

11. Judgment. In order to assure the binding effect of the terms of this Agreement, the parties stipulate and agree that there shall be entered in the suit a judgment in the form of the judgment marked Exhibit C, attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written, in multiple counterparts, each of which shall have the force and effect of a duplicate original.

JETCO CHEMICALS, INC.

By C. D. Johnson
President

Carl Davis
Grady Carl Davis a/k/a Carl Davis

Approved this 17th day of October and merged into Judgment entered in Civil Action No. 67-C-180 in the United States District Court for the Northern District of Oklahoma.

Albert E. Howard
United States District Judge

EQUIPMENT (Itemized):

Adding Machine
Book Case
Desk
Filing Cabinet
Typewriter
Sanding Machine
Test Kit
Typing Table
Hellige Diller Photoelectric colorimeter
Technical Books
Brief Cases
Sales Aids
Testing reagents
Broth Bottles
Office Supplies
Incubator
Testing Equipment and Glassware
Tape Recorder
Electric Fan
Electric Heater
Training Records
Microscope
pH Meter
Glassware (Additional)
Color Slide Kit

Ortho Tolidine
(361-D) Silica Color Disc.
(326-D) Nitrate Color Disc.

Solu-Bridge (Note 578-21 disc. by mfg.)
Polystyrene Dip Cell
Buffer Sol. pH 7.00 CV 2020

EXHIBIT A

NET WEIGHT
IN POUNDS

PRODUCT NO.

DAVIS COST FOB CORSICANA

495	CD 3	\$ 93.00
360	CD 5	120.00
440	CD 5B	140.00
495	CD 6	76.00
550	CD 7	183.00
460	CD 8	159.00
440	CD 9	106.00
360	CD 10	99.00
425	CD 12	234.00
650	CD 40	152.00
630	CD 41	116.00
420	CD 61	83.00
420	CD 65	83.00
460	CD 70	70.00
500	CD 13-20	99.00
440	CD 65-60	128.00
440	CD 61-60	128.00
525	CD 66-04	120.00
200	CD 103	47.00
600	CD 35-26	110.00
	CD 106	.50/lb.
	CD 53	158.00
50	Sontox S	25.00
400	CD 2	160.00
400	CD 11	117.00
100	CD 1-20	125.00

EXHIBIT B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

JETCO CHEMICALS, INC.,)	
A Texas corporation,)	
)	
Plaintiff,)	
)	
vs.)	CIVIL ACTION NO. 67-C-180
)	
CARL DAVIS,)	
)	
Defendant.)	

J U D G M E N T

The plaintiff having filed its complaint herein demanding an injunction and certain other relief as appears more fully by the said complaint and prayer for relief therein, and the Plaintiff and Defendant having agreed upon a basis for the settlement of the matters alleged in the complaint and the entry of a judgment in this action, and having entered into a stipulation for entry of this judgment, and due deliberation being had thereon, now on motion of counsel for the Plaintiff, it is

ORDERED, ADJUDGED AND DECREED,

1. That final judgment be entered according to the terms of the Agreement of Settlement filed herein, which is to have the force and effect of a final judgment in this action.

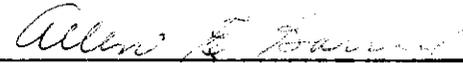
2. That the Temporary Restraining Order issued by this Court in this action under date of September 18, 1967, is hereby dissolved.

3. That Plaintiff and its surety, The Travelers Indemnity Company, are hereby released and totally absolved from any liability on the bond posted in this action on September 18, 1967.

EXHIBIT C

4. That Plaintiff pay all court costs incurred herein.

DATED: October 10, 1967.


United States District Judge

APPROVED:

Henry G. Will
Attorney for Plaintiff

David H. Sanders
Attorney for Defendant

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

FILED

OCT 17 1967

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

MADELINE DODSON, individually)
and as next friend of RUSSELL)
WAYNE DODSON, a minor child)
under the age of 21 years,)
)
Plaintiffs,)
)
vs.)
)
)
C. S. DOERNER,)
)
Defendant.)

No. 67-C-37 CIVIL

STIPULATION FOR DISMISSAL

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

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

Madeline Dodson
Madeline Dodson, individually
and as next friend of RUSSELL
WAYNE DODSON,

Plaintiff.

Samuel P. Manipella
Samuel P. Manipella,

Attorney for Plaintiff.

Ray H. Wilburn
Ray H. Wilburn,

Attorney for Defendant.

ORDER

NOW, on this _____ day of October, 1967, the above captioned cause, by Order of the Court, is dismissed with prejudice, on stipulation of the parties hereto.

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Wm. Massey,)
)
 Plaintiff,)
)
 vs.)
)
 International Harvester Company)
 and International Harvester)
 Credit Corporation,)
 Defendants.)

No. 67-C-40

FILED

OCT 18 1967

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

J U D G E M E N T

Defendant in the above entitled action having served upon the plaintiff an order to allow judgment to be taken against him as hereinafter set forth, and plaintiff having within ten days after service of said order served written notice upon the defendant that the offer was accepted, and the said offer and notice of acceptance and proof of service thereof having been filed by the plaintiff, it is hereby,

ORDERED, ADJUDGED AND DECREED that the plaintiff shall have judgment against the defendants declared the validity of each of said defendants, and each of them, in, to and against the International Harvester Company owned by said plaintiff, serial no. 3315, and be terminated and of no effect as force or effect, together with the plaintiff's costs of this action to date, and that the defendants shall take naught of recovery of their counter-claim against the plaintiff.

Dated this 18th day of October, 1967.

Approved:

[Signature]
Attorneys for Plaintiff

[Signature]
Attorneys for Defendants

[Signature]
UNITED STATES DISTRICT JUDGE

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

VICKE CROOKER,

Plaintiff,

-vs-

RONALD HAROLD,

Defendant.

No. 67-C-74 Civil

FILED

OCT 18 1967

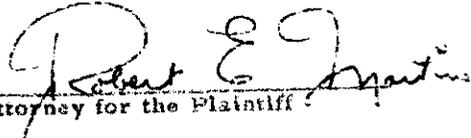
STIPULATION OF DISMISSAL

NOBLE C. HOOD
Clerk U. S. District Court

It is hereby stipulated that the above-entitled

action may be dismissed with prejudice, each party to bear his own
costs, the matter having been compromised and settled.

Dated: October 18, 1967.



Attorney for the Plaintiff

Attorney for the Defendant

APPROVED:

U. S. DISTRICT JUDGE

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

FILED

OCT 19 1967

ETTA MADDOX,

Plaintiff,

vs.

HARRY L. BONNELL,

Defendant.

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

NO. 67-C-68

STIPULATION OF DISMISSAL WITH PREJUDICE

Come now the Plaintiff through her attorney, Floyd L. Walker, and the defendant through his attorneys, Best, Sharp, Thomas & Glass, and stipulate that the above captioned cause of action be dismissed with prejudice to filing a future action herein.

Floyd L. Walker
FLOYD L. WALKER, Attorney for Plaintiff
BEST, SHARP, THOMAS & GLASS
By: Garrett M. Best
Attorneys for Defendant

ORDER

And now on this 19th day of October, 1967, there came on for consideration before the undersigned Judge of the United States District Court for the Northern District of Oklahoma, stipulation of the parties hereto of dismissal, parties hereto having advised the Court that all disputes between the parties have been settled.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above styled 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.

W. H. ...
Judge

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

ARNOLD MALKAN,)
)
Plaintiff,)
)
vs.)
)
KOME, INC., an Oklahoma corpo-)
ration, and WAGENVOORD BROAD-)
CASTING COMPANY, INC., a)
Louisiana corporation,)
)
Defendants.)

FILED

OCT 19 1967

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

Civil Action
No. 67-C-88

ORDER OF DISMISSAL

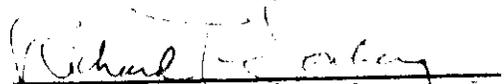
Now on this 19th day of October, 1967, there came before the Court for determination the "Notice of Dismissal with Prejudice" duly signed by the plaintiff and his attorney and approved on the face thereof by the attorney for the defendants.

WHEREFORE, the Court having determined that plaintiff intends to dismiss this civil action with prejudice because of a settlement of the existing controversy between the parties, it is hereby ordered by the Court that said civil action is dismissed with prejudice.


United States District Judge

CERTIFICATE OF MAILING

I hereby certify that I have this 19th day of October, 1967, mailed a true and correct copy of the above and foregoing Order of Dismissal to Richard Hancock, Mid-Continent Building, Tulsa, Oklahoma, attorney for KOME, Inc.


Richard T. Sonberg

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Order Approving and Confirming Sale and Assessing Deficiency, entered herein on the 23rd day of June, 1967 be corrected to show the property foreclosed and ordered conveyed to The Northwestern Mutual Life Insurance Company be 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; NE/4 SE/4; E/2 NW/4 SE/4; S/2 SE/4; Section 14; S/2 NW/4 NE/4; E/2 NE/4 NW/4; Section 24; all in 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, situated in Craig County, Oklahoma; 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.

UNITED STATES DISTRICT JUDGE

(SEAL:)

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

GRAND RIVER DAMA UTHORITY,
a public corporation,

Plaintiff,

-vs-

COPPERWELD STEEL COMPANY,
a corporation,

Defendants.

NO. 67 - C - 19

FILED

OCT 23 1967

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

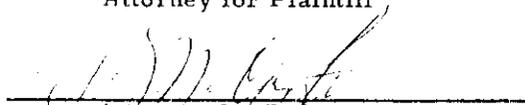
ORDER

For good cause shown this cause is hereby dismissed with prejudice.

Dated this 23rd day of October, 1967.


Judge

O. K. 
Attorney for Plaintiff

O. K. 
Attorney for Defendant

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BERESFORD & BOOTH
700 Olympia National Life Building
Seattle, Washington 98104
MU 2-4000

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

BARDAHL OIL COMPANY, a Missouri)
Corporation; BARDAHL MANUFACTURING)
CORPORATION, a Washington corporation;)
and BARDAHL INTERNATIONAL)
CORPORATION, a Washington corporation,)
Plaintiffs,)

OCT 24 1967
NOBLE C. HOOD
Clerk, U. S. District Court

v.

ATOMIC OIL COMPANY OF OKLAHOMA)
CITY, INC., an Oklahoma corporation;)
and FRANK SWEETIN and)
NADINE SWEETIN, his wife,)
Defendants.)

No. 6381
JUDGMENT

THIS MATTER having come on regularly for trial on the 19th
and 20th days of September, 1967, before the Honorable Luther Bohanon,
United States District Judge; the plaintiffs appearing and being represented
by Robert O. Beresford and Robert Baronsky of Beresford & Booth,
and Floyd Rheam; and the defendants appearing and being represented
by Lawrence Johnson of Farmer, Woolsey, Flippo and Bailey; and
the Court having considered the entire record and file herein, the evidence,
both oral and documentary, presented by the parties, the written briefs
of authority and oral argument of counsel and being fully advised, and
having entered its findings of fact and conclusions of law herein, now,
therefore,

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IT IS ORDERED, ADJUDGED and DECREED:

1. That the plaintiffs, Bardahl Oil Company, a St. Louis corporation, Bardahl Manufacturing Corporation, a Washington corporation, and Bardahl International Corporation, a Washington corporation, jointly, be and they hereby are awarded judgment against the defendants, Atomic Oil Company of Oklahoma City, Inc., an Oklahoma corporation, Frank Sweetin and Nadine Sweetin, jointly and severally, in the total principal sum of \$75,000.00, together with interest on said principal sum of \$75,000.00 at the rate of 6% per annum from August 25, 1965, to the date of entry of this judgment. ~~Plaintiffs~~ Plaintiffs further are awarded judgment against defendants jointly and severally for their taxable costs incurred in this proceeding.

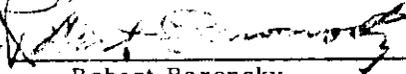
2. That in the event the defendants, or either of them, appeal from the judgment of the court in these proceedings, supersedeas bond, if it be desired by defendants to stay execution of the judgment, be and it hereby is fixed at the sum of \$85,000.00. That upon the filing of such supersedeas bond in proper form and manner, the defendants shall be permitted to the return of the \$25,000.00 savings account previously assigned to this court in connection with the permanent injunction in Civil Action No. 5722, and, upon the filing of such supersedeas bond, the Clerk of this court shall release said savings account to the defendants Frank Sweetin and Nadine Sweetin.

DATED this 12th day of October, 1967.


UNITED STATES DISTRICT JUDGE

Presented by:

BERESFORD & BOOTH
Attorneys for Plaintiffs

By 

Robert Baronsky
Office and Postal Address:
700 Olympic National Life Building
Seattle, Washington 98114
MU 2-4000

FILED

United States District Court

OCT 25 1967

FOR THE
NORTHERN DISTRICT OF OKLAHOMA

NOBLE C. HOOD
Clerk, U. S. District Court
6605

CIVIL ACTION FILE NO.

Jett Lewis Mitchell

vs.

JUDGMENT

Coca-Cola Bottling Company of Tulsa,
Inc., an Oklahoma Corporation

This action came on for trial (hearing) before the Court, Honorable Allen E. Barrow
, United States District Judge, presiding, and the issues having been duly tried
(heard) and a decision having been duly rendered, for the plaintiff.

It is Ordered and Adjudged that the plaintiff, Jett Lewis Mitchell, recover
of the defendant, Coca-Cola Bottling Company of Tulsa, Inc., an Oklahoma
corporation, the sum of Two Thousand Eighty Seven Dollars and Seventy-
Seven Cents (\$2087.77), with interest thereon at the rate of 6% per
annum from the date hereof until paid, and his cost of action.

Dated at Tulsa, Oklahoma, this 25th day
of October, 19 67.

NOBLE C. HOOD
Clerk of Court

BY: *[Signature]*
Deputy

United States District Court

FOR THE
NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION FILE NO. 6605

Jett Lewis Mitchell

vs.

Coca-Cola Bottling Company
of Tulsa, Inc., an Oklahoma
corporation

FILED
JUDGMENT
OCT 25 1967

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

This action came on for trial (hearing) before the Court, Honorable Allen E. Barrow
, United States District Judge, presiding, and the issues having been duly tried
(heard) and a decision having been duly rendered, for the defendant.

It is Ordered and Adjudged that the defendant, Coca-Cola Bottling Company
of Tulsa, Inc., an Oklahoma Corporation, in its cross-claim recover of
the plaintiff, Jett Lewis Mitchell, the sum of Eight Hundred Thirty-Nine
(\$839.00) Dollars, with interest thereon at the rate of 6% per annum from
the date hereof until paid, and its costs of this action.

Dated at Tulsa, Oklahoma
of October , 19 67

, this 25th day

NOBLE C. HOOD
Clerk of Court

BY: *Myra H. Homan, Deputy*

publication once a week for at least four weeks prior to the sale in the Tulsa Daily Legal News, a newspaper regularly issued and of general circulation in Tulsa County, Oklahoma, and within the Northern Judicial District of Oklahoma, in which county and in which judicial district said realty is situated, as shown by the Affidavit of the Publisher of the Tulsa Daily Legal News on file herein, and that on the date fixed in said Notice of Sale, to-wit: the 13th day of October, 1967, at the hour of 10:00 o'clock A. M., said real property was sold, subject to said first mortgage of \$40,306.50, and subject to taxes and tax sales, to the plaintiff, U. S. Investment Corporation, a corporation, for the sum of \$8,193.44, the plaintiff being the highest and best bidder therefor; and it appearing to the Court that the sum bid by the plaintiff, \$8,193.44, is the full appraised value of said property, subject to said first mortgage, and that the sum bid therefor exceeds two-thirds of the appraised value thereof; the Clerk of this Court is accordingly directed to make an entry on the journal of the said Court, that the Court is satisfied with the legality of said sale; and, no exceptions being filed nor objections made:

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that the said sale and the proceedings be, and the same are hereby approved and confirmed, title to said property, subject to said first mortgage, is hereby vested in the plaintiff, U. S. Investment Corporation, a corporation;

AND IT IS FURTHER ORDERED BY THE COURT that Doyle W. Foreman, United States Marshal for the Northern District of Oklahoma, make and execute to the said purchaser at said sale, U. S. Investment Corporation, a corporation, a good and sufficient Deed for the premises so sold.

IT IS FURTHER ORDERED BY THE COURT that the Judgment of the plaintiff in this cause be and is hereby credited with the sum of \$8,193.44 bid by the plaintiff for said property.

LUTHER BOHANON
United States District Judge

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

RICHARD C. JONES,)
)
 Plaintiff,)
 vs.)
)
 ESTELLE M. FORBES,)
)
 Defendant.)

FILED
OCT 27 1967
NOBLE C. HOOD
U.S. DISTRICT COURT
Case No. 67-C-12 Civil

ORDER OF DISMISSAL

This matter comes on for jury trial pursuant to regular setting on this 25th day of October, 1967.

The Plaintiff was present personally and by and through his attorneys, Judgel & Winn, by Jack Winn and John Scott. The Defendant was present personally and by and through her attorney, George A. Farrar. Both parties announced ready for trial and a jury was duly empaneled and sworn. Both parties made opening statements and the Plaintiff was proceeding to put on his evidence when the hour of 12:00 o'clock arrived and the Court was recessed until 1:30 p. m.

During the interrum, between 12:00 and 1:30 p. m., the parties reached a compromise settlement agreement wherein the Defendant had offered and the Plaintiff had accepted the sum of \$4,975.00 in full settlement of his cause of action herein sued upon.

After Court was convened at 1:30, the parties in open Court advised the Court of this settlement and requested the Court to make and enter his order dismissing said cause with prejudice to the further prosecution of same.

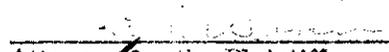
The Court, having heard a portion of the evidence, and being fully advised in the premises, approves the action of the parties in compromising

this cause of action and, upon the statement of the parties that said case is settled to the mutual satisfaction of both parties orders this case to be dismissed with prejudice to the further prosecution of same.

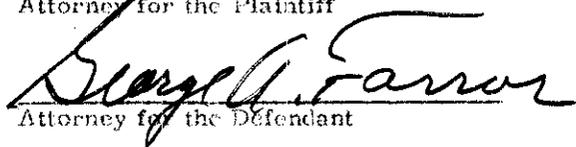
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Plaintiff's cause of action herein sued upon be and it is hereby dismissed with prejudice to the further prosecution of same.

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:



Attorney for the Plaintiff



Attorney for the Defendant

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

FRED A. CRANE and)
MAUDE S. CRANE,)
)
Plaintiffs,)
)
vs.)
)
JOSEPH G. NICHOLSON,)
)
Defendant.)

Civil Action No. 67 - C - 136 ✓

FILED

OCT 25 1967

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

STIPULATION OF DISMISSAL

This cause having been fully settled and compromised, the parties by their respective attorneys do hereby stipulate and agree that this case may be and the same hereby is dismissed with prejudice, at the costs of the defendant.

HALL, ABERCROMBIE & ESTILL

By *J. A. Hall*
805 National Bank
of Tulsa Building
Tulsa, Oklahoma 74103
ATTORNEYS FOR PLAINTIFFS

RUCKER & TABOR

By *J. T. Tabor*
P.O. Box 1439
Tulsa, Oklahoma

FOUST, MOUDY & JACOBSON

By *W. F. Moudy*
1700 Home Savings Bldg.
Kansas City, Missouri
ATTORNEYS FOR DEFENDANT.

ORDER

It is hereby ordered that the court approve that this cause having been fully settled and compromised by stipulation of dismissal is hereby dismissed with prejudice at the cost of the defendant.

JUDGE

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

PARKER SQUARE SAVINGS AND LOAN)
ASSOCIATION, a corporation,)
)
Plaintiff,)
)
-vs-)
)
COMMUNITY NATIONAL LIFE INSURANCE)
COMPANY, an insurance corporation,)
)
Defendant.)

No. 6344

FILED

OCT 27 1967

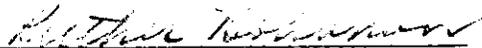
NOBLE C. HOOD
Clerk, U. S. District Court

J U D G M E N T

THIS ACTION came on for trial before the Court and a Jury, Honorable Luther Bohanon, District Judge, presiding, and the issues having been duly tried and the Jury having duly rendered its verdict in favor of the plaintiff, Parker Square Savings and Loan Association, in the amount of \$50,000.00,

IT IS ORDERED AND ADJUDGED that the plaintiff Parker Square Savings and Loan Association recover of the defendant Community National Life Insurance Company the sum of Fifty Thousand Dollars (\$50,000.00), with interest thereon at the rate of six percent (6%) per annum from the 16th day of June, 1965, as provided by the contract of insurance sued upon in this cause, and its costs of action.

IT IS FURTHER ORDERED that the execution of and any proceedings to enforce the judgment entered herein on October 24, 1967, be stayed pending the determination of defendant's appeal from such judgment, provided that defendant file and have approved by this Court on or before November 3, 1967, a bond in the sum of Sixty Thousand Dollars (\$60,000.00), conditioned in accordance with Rule 73 of the Federal Rules of Civil Procedure, or in the event that defendant timely serves a Motion for New Trial herein on the plaintiff, if such motion should be determined adversely to the defendant, then such bond shall be filed by the defendant and approved by this Court on or before five (5) days after the date the Motion for New Trial of the defendant is denied by the Court.


LUTHER BOHANON
UNITED STATES DISTRICT JUDGE

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

DRIV-RITE, WALSH, INC.,
a corporation,

Plaintiff,

vs.

CECIL R. DAVIS, W. R. DAVIS and
CHARLYNE DAVIS,

Defendants.

Civil No. 6465

FILED

OCT 17 1967

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

JUDGMENT

Now on this 21st day of October, 1967, there came on for hearing before the undersigned United States District Judge in and for the Northern District of Oklahoma, the above styled and numbered matter, Plaintiff appearing by its agent and attorneys, Ungerman, Grabel, Ungerman & Leiter, and the Defendant, Cecil R. Davis, appearing by his attorney, Richard McGee, and all parties having in open court waived their right to a trial by jury the Court proceeded to hear the testimony of a witness sworn and examined in open court, and all parties having rested their respective causes, the Court finds from said testimony that the Plaintiff herein is entitled to be awarded a judgment of and as against the Defendant herein for the sum of \$12,000.00 as damages for false representations made to the Plaintiff herein by the said Defendant, Cecil R. Davis, in connection with the procurement from the Plaintiff herein by the said Cecil R. Davis of the total sum of \$15,000.00.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THIS COURT that the Plaintiff herein, Driv-Rite, Walsh, Inc., a corporation, do have and recover a judgment of and against the Defendant, Cecil R. Davis, the sum of Twelve Thousand and No/100 Dollars (\$12,000.00) together with all costs of this action.

J. Allen E. Pearson
United States District Judge

LAW OFFICES
UNGERMAN,
GRABEL,
UNGERMAN
& LEITER

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

APPROVED AS TO FORM:
Ungerman, Grabel, Ungerman & Leiter

[Signature]
Attorneys for Plaintiff

[Signature]
Richard McGee, Attorney for Defendant