

FILED

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

JAN 2 1968 *pec*

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

MAXINE THOMPSON HOPKINS, Executrix of the Estate of John Robert Hopkins, deceased, and HOWARD L. SCUDDER,)	
)	
)	
Plaintiffs,)	
)	
v.)	
)	
SPARTAN AIRCRAFT COMPANY, INCORPORATED, and JACK ADAMS AIRCRAFT SALES, INCORPORATED,)	
)	
Defendants)	

NO. 6387 Civil ✓

ORDER FOR DISTRIBUTION OF SETTLEMENT PROCEEDS

This matter comes on for hearing this Tue day of January, 1968, on the Petition of Maxine Thompson Hopkins in her individual capacity, as Executrix of the Estate of John Robert Hopkins, Deceased, and as the Guardian of her minor children, Thomas Hopkins, John R. Hopkins, Jr., Judy Hopkins and Jill Hopkins, for the compromise of all causes of action stated in the above styled cause and all claims of the above named parties against the defendants in this cause, and for the order of this Court allocating the settlement proceeds among the above named parties.

The Court being fully apprised in the premises finds that the compromise of all causes of action stated in this cause and all claims of Maxine Thompson Hopkins, individually, as Executrix of the Estate of John Robert Hopkins, Deceased, and as the Guardian of her minor children, arising out of the incidents alleged in this cause, for the sum of \$160,000.00, should be approved, and that such amount should be distributed in accordance with the schedule set forth on EXHIBIT A attached to the Affidavit supporting plaintiff's Petition now being heard.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above described compromise be, and it is hereby, approved, and distribution of the proceeds of settlement be distributed in accordance with the schedule set forth on EXHIBIT A attached hereto.


UNITED STATES DISTRICT JUDGE

PROPOSED DISTRIBUTION SCHEDULE

<u>1. Unreimbursed Expenses</u>	<u>Share</u>	<u>Balance</u>
Hopkins - \$ 5,015.02	\$3,323.73	plus \$1,691.29
Kreindler - 2,947.99	---	plus 2,947.00
Reardon - 328.87	---	plus 328.87
Travelers - 1,679.29	3,323.72	minus 1,644.43
Scudder - ---	3,323.72	minus 3,323.72
Total..... <u>\$9,871.17</u>		
 <u>2. Distribution Computation</u>		
Settlement	\$160,000.00	
Workmen's Compensation	8,046.88	
	<u>151,953.12</u>	
Attorneys fees	50,651.04	
Net distributable Amount	<u>\$101,302.08</u>	
 <u>3. Proposed Distribution</u>		
a. Maxine Thompson Hopkins	\$ 74,963.52	(74% of N. D. A.)
b. Maxine Thompson Hopkins, as Guardian of Thomas Hopkins, an infant	6,584.64	(6.5% of N. D. A.)
c. Maxine Thompson Hopkins, as Guardian of John R. Hopkins, Jr., an infant	6,584.64	(6.5% of N. D. A.)
d. Maxine Thompson Hopkins, as Guardian of Judy Hopkins, an infant	6,584.64	(6.5% of N. D. A.)
e. Maxine Thompson Hopkins, as Guardian of Jill Hopkins, an infant	6,584.64	(6.5% of N. D. A.)
f. Kreindler & Kreindler, and Reardon, Reardon & Reardon	50,651.04	Attorneys' fees
g. Travelers Insurance Co.	6,402.45	(\$8,046.88 less \$1,644.43)
h. Maxine Thompson Hopkins	1,644.43	(Partial Return of Excess Expenses)
	<u>\$160,000.00</u>	

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

United States of America,

Plaintiff,

vs.

James Earl Dotson and Emma
Louise Dotson and Collection
Advisory Bureau, Inc.,

Defendants.

Civil No. 67-C-120

FILED

JAN - 8 1968

JUDGMENT OF FORECLOSURE

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

THIS MATTER comes on for consideration this 2nd day of

January 1968, the Plaintiff appearing by Hubert H. Bryant, Assistant
United States Attorney, and the defendants, James Earl Dotson, Emma
Louise Dotson and Collection Advisory Bureau, Inc., appearing not.

The Court being fully advised and having examined the file
herein finds that legal service by publication was made upon the de-
fendants, James Earl Dotson and Emma Louise Dotson, as appears by
the Proof of Publication filed herein on November 27, 1967. And
further that defendant, Collection Advisory Bureau, Inc., was served
on July 13, 1967; and

It appearing that said defendants have failed to file an Answer
herein and that default has been entered by the Clerk of this Court.

The Court further finds that this is a suit based upon a
mortgage note and foreclosure on a real property mortgage securing
said mortgage note and that the real property described in said mortgage
is located in Tulsa, Tulsa County, Oklahoma, within the Northern Judicial
District of Oklahoma.

The Court further finds that the material allegations of Plaintiff's
complaint are true and correct;

That the defendants, James Earl Dotson and Emma Louise Dotson,
husband and wife, did on August 5, 1965, execute and deliver to the
Administrator of Veterans Affairs, their mortgage and mortgage note
for the sum of \$10,650.00, 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; and

It further appears that the defendants, James Earl Dotson and Emma Louise Dotson, husband and wife, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make the monthly installments due thereon on October 1, 1965, which default has continued and that by reason thereof the defendants are now indebted to the Plaintiff in the sum of \$10,543.53, as unpaid principal, with interest thereon at the rate of 5 3/4% per annum from October 1, 1965, until paid.

It further appears that the defendant, Collection Advisory Bureau, Inc., has or claims some right, title or interest in and to the premises herein being foreclosed by reason of a Judgment rendered in the Court of Common Pleas in and for Tulsa County, State of Oklahoma, in Case No. 71510, wherein the said Collection Advisory Bureau, Inc. was Plaintiff and James Earl Dotson was defendant, but in this regard Plaintiff has a first and prior lien upon the real property heretofore described by virtue of the mortgage.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, have and recover judgment against the defendants, James Earl Dotson and Emma Louise Dotson, for the sum of \$10,543.53, with interest thereon at the rate of 5 3/4% per annum from October 1, 1965, until paid, plus the cost of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants to satisfy Plaintiff's money judgment herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement, the 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 and decree, the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever

barred and foreclosed of any right, title, interest or claim in
or to the real property or any part thereof.

(S) Green & Brown
UNITED STATES DISTRICT JUDGE

APPROVED:

(S) Hubert H. Bryant
HUBERT H. BRYANT
Assistant U. S. Attorney

FILED

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

JAN - 2 1968

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

UNITED STATES OF AMERICA,
Plaintiff,
vs.
JAMES E. CAREY and ETTA G. CAREY,
Defendants.

CIVIL NO. 67-C-139

JUDGMENT OF FORECLOSURE

THIS MATTER comes on for consideration this *2nd* day of January, 1968, the plaintiff appearing by James E. Fitchie, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, James E. Carey and Etta G. Carey, appearing not; and

The Court being fully advised and having examined the file herein finds that due and legal service has been made on the defendants, James E. Carey and Etta G. Carey, by publication in the Tulsa Daily Legal News for six consecutive weeks beginning October 11, 1967, requiring each of them to answer the complaint filed herein by December 11, 1967, 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

The Court further finds that the material allegations of the plaintiff's Complaint are true and correct; that the defendants, James E. Carey and Etta G. Carey, did on August 12, 1964, execute and deliver to J. S. Gleason, Jr., as Administrator of Veterans Affairs, their mortgage and mortgage note for the sum of \$9,300.00, with interest thereon at the rate of 5 $\frac{1}{2}$ % per annum, on the unpaid balance thereof; and

The Court further finds that said defendants, in order to secure the prompt and punctual payment of said note, did execute and deliver to J. S. Gleason, Jr., as Administrator of Veterans Affairs, his successors and assigns, their real estate mortgage of even date with said note covering the following described property:

Lot Thirteen (13), Block Three (3), HARTFORD HILLS ADDITION to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof,

which mortgage is recorded in Book 3485, at page 593, in the Office of the County Clerk, Tulsa County, Oklahoma.

It further appears that the defendants, James E. Carey and Etta G. Carey, husband and wife, became in default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make the installment due on said date, prior to the date of the next maturing installment, which default has continued since that date and by reason thereof the defendants are now indebted to the plaintiff in the sum of \$9,039.78, as unpaid principal, with interest thereon at the rate of 5½% per annum from October 1, 1966, until paid.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the plaintiff, United States of America, have and recover judgment against the defendants, James E. Carey and Etta G. Carey, for the sum of \$9,039.78, with interest thereon at the rate of 5½% per annum from October 1, 1966, until paid, plus the cost of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants to satisfy plaintiff's money judgment herein, and Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma commanding him to advertise and sell with appraisement the real property heretofore described and to apply the proceeds thereof, first to the payment of the cost of said sale and this action, and then in satisfaction of the plaintiff's judgment herein. The residue of said sale proceeds, if any, to be paid to 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 the aforesaid real property, under and by virtue of this judgment and decree, the defendants and each of them, and all persons claiming under them since the filing of the Complaint herein, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.



UNITED STATES DISTRICT JUDGE

APPROVED:

s/ James E. Ritchie

JAMES E. RITCHIE
Assistant U. S. Attorney

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

WILLIAM H. STRICKER,
Plaintiff

vs.

CLYDE L. BICKERSTAFF,
District Director of
Internal Revenue,

Respondent

NO. 67-C-178

FILED

JAN 2 1967

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

ORDER

In accordance with the Findings of Fact and Conclusions of Law
in respect to the above-entitled case, it is hereby

ORDERED, ADJUDGED AND DECREED that the Motion to Dismiss is
sustained and that the Motion for Preliminary Injunction is denied.

Fred Daugherty
United States District Judge

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

JACK DAVID PENDERGRASS,

Plaintiff

vs

JONES TRUCK LINES, INC., a domesticated
corporation, RAYMOND E. LANE, and TRANS-
PORT INSURANCE COMPANY, an Insurance
Carrier,

Defendants

CIVIL NO. 67-C-158

FILED

JAN 3 1968

STIPULATION OF DISMISSAL WITH PREJUDICE

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

Comes now the plaintiff through his attorneys, Whitebook &
Raskin, and the defendants through their attorneys, Best, Sharp,
Thomas & Glass, and stipulate that the above captioned cause of
action be dismissed with prejudice to filing a future action herein.

WHITEBOOK & RASKIN

By: *[Signature]*
Attorneys for Plaintiff

BEST, SHARP, THOMAS & GLASS

By: *[Signature]*
Attorneys for Defendants

ORDER

And now on this _____ day of _____, 19____,

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 cause 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.

Judge

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

HELEN W. PENDERGRASS,
Plaintiff

vs

JONES TRUCK LINES, INC., a domesticated
corporation, RAYMOND E. LANE and TRANS-
PORT INSURANCE COMPANY, an Insurance
Carrier,

Defendants

CIVIL NO. 67-C-159

FILED

JAN 3 1967

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

STIPULATION OF DISMISSAL WITH
PREJUDICE

Comes now the plaintiff through her attorneys, Whitebook and Raskin, and the defendants through their attorneys, Rest, Sharp, Thomas & Glass, and stipulate that the above captioned cause of action be dismissed with prejudice to filing a future action herein.

WHITEBOOK & RASKIN

By: *Carroll Whitebook*
Attorneys for Plaintiff

REST, SHARP, THOMAS & GLASS

By: *Joseph M. Rest*
Attorneys for Defendants

ORDER

And now on this _____ day of _____, 19____, 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.

Judge

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

United States of America,

Plaintiff,

vs.

Clifford C. Walker, June
Ovell Walker, Morrison Plumbing
Co., a corporation, Third Finance
Corporation, a corporation, and Willie
Childs,

Defendants.

Civil No. 67-C-184

FILED

JAN 4 1967

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

JUDGMENT OF FORECLOSURE

THIS MATTER comes on for consideration this 4 day of
January 1968, the plaintiff appearing by Robert P. Santee, Assistant
United States Attorney, and the defendant, Willie Childs, having
made personal appearance, the defendant, Third Finance Corporation,
appearing by Joe M. Anthis, their attorney, and the defendants,
Clifford C. Walker and June Ovell Walker, and Morrison Plumbing
Company, a corporation, appearing not; and

The Court being fully advised and having examined the file
herein finds that the defendants, Willie Childs and Third Finance
Corporation, have heretofore filed their answers disclaiming any
right, title and interest in and to the real property which is
the subject of this foreclosure proceeding; and

It further appearing and the Court finds that due and legal
personal service of summons has been made on the defendants, Clifford C.
Walker and June Ovell Walker and Morrison Plumbing Company, on the
28th day of September 1967 and the 27th day of September 1967, respectively,
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

The Court further finds that the material allegations of the
plaintiff's complaint are true and correct; that the defendants,
Clifford C. Walker and June Ovell Walker, husband and wife, did on
September 13, 1963, execute and deliver to the Administrator of Veterans
Affairs their mortgage and mortgage note for the sum of \$7,750.00,
with interest thereon at the rate of $5\frac{1}{4}\%$ per annum, and further providing
for the payment of monthly installments of principal and interest; and

The Court further finds that default has been made by the defendants, Clifford C. Walker and June Ovell Walker, husband and wife, under the terms of the aforesaid mortgage and mortgage note by virtue of said defendants' failure to make monthly installment of principal and interest due on said mortgage note on June 1, 1966, which default has continued; that said defendants by virtue of such default are now indebted to the plaintiff for the sum of \$7,334.54, with interest thereon at the rate of 5 $\frac{1}{4}$ % per annum from June 1, 1966, until paid, together with the costs of this action; and further that defendant, Morrison Plumbing Company, did encumber said real property further by reason of a mechanic's lien filed in the Office of the District Court Clerk of Tulsa County, Oklahoma, being Lien No. 45629.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff have judgment against the defendants, Clifford C. Walker and June Ovell Walker, for the sum of \$7,334.54, with interest thereon at the rate of 5 $\frac{1}{4}$ % per annum, from June 1, 1966, until paid, together with the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that any claim or lien which may exist in favor of Morrison Plumbing Company against the subject property is junior and inferior to the foreclosure lien in favor of the United States of America.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants, Clifford C. Walker and June Ovell Walker, 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, Clifford C. Walker and June Ovell Walker, and Morrison

Plumbing Company, 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.

Fred Daugherty

UNITED STATES DISTRICT JUDGE

APPROVED:

Robert P. Santee

ROBERT P. SANTEE
Assistant U. S. Attorney

OKLAHOMA STATE PENITENT RY

RAY H. PAGE, WARDEN

CLINT J. GLADDEN, DEPUTY WARDEN

PARK J. ANDERSON, ASS'T. DEPUTY WARDEN

RULES FOR WRITING AND VISITING

All inmate mail is opened, censored and recorded by OFFICIALS. Inmates are permitted to receive one letter per day from persons on their mailing list. No incoming letters shall exceed four pages or contain a letter from another person. Sign with your full name. Write plainly regarding business or family matters only. Address all letters to: Inmate's Name, his number, P.O. Box 97, McAlester, Oklahoma-74501.

ARTICLES INMATES MAY RECEIVE: Newspapers and books of proper character direct from publishers, shoes, socks, underwear and handkerchiefs, table model radios, small fans and family photos. Nothing else unless advance permission has been obtained through the Warden's Office. SEND! DO NOT BRING TO INSTITUTION! Do not put old or new letters in packages. In sending money to inmates, send Money Orders (Postal or Railway Express), DO NOT SEND CASH, CHECKS OR STAMPS.

VISITING: Father, mother, sister, brother, wife, husband, son or daughter on inmate's visiting list will be permitted to visit inmates one hour, twice a month, any day during the week except MONDAY between the hours of 8:30 A.M. and 11:30 A.M.; 12:30 P.M. and 4:00 P.M. Inmates inside the Walls may receive visits from no more than two adults at one time or from one adult and two small children at one time. No exceptions without permission from Warden's Office. Arrangements will be made for inmates to confer with attorneys during normal working hours. In case of emergency permission must be obtained through the proper officials.

Inmates on disciplinary punishment will not be permitted visits.

Individuals with prison records will not be permitted to visit.

TRUSTIES: Trusties will receive visits ONLY on SATURDAY AFTERNOONS between the hours of 12:30 and 4:00 P.M.; SUNDAYS from 8:30 A.M. to 4:00 P.M., and HOLIDAYS from 8:30 A.M. to 4:00 P.M.

LETTERS INCOMING AND OUTING MUST BE SIGNED WITH FULL NAME OF WRITER.

Name Fred A. Newell
 Inmate's No 71210
 P. O. Box 97, McAlester, Oklahoma-74501
 Date December 27, 1967
 To Honorable Fred Daugherty
 Relation Legal Business
 R.F.D. or Street No _____
 City Tulsa,
 State Oklahoma.

Honorable Fred Daugherty
 United States District Judge
 Northern District Of Oklahoma.
 Tulsa, Oklahoma.

Honorable Sir :

Just lately in case No. 67-193 Civil, decided by your honor on the 13th Day of December, 1967. I, the petitioner therein, filed a petition in your court on December 23rd of this year, requesting a rehearing on case No. 67-193 Civil.

However, I have since been informed that your court cannot accept a petition for rehearing on Habeas Corpus proceedings. If such is the case, I am sorry to have sent such petition to your court.

However, I feel that my case has not recieved its just merits, and as it is very imperative that any other action that I take must be decided very quickly or it is useless to me, as I only have some 6 or 7 months to further serve to satisfy the state.

I have been advised to bypass the Appellate court and petition the United States Supreme Court, as the Appellate Court would take too long to render a decision, such advise was given to me by Professor Sheldon Glueck, of the Harvard law school, and I have decided to follow such advise.

I hope that you understand my position as it would be only a waste of time and foolish of me to petition the Appellate Court at this late date. Therefore, I would appreciate it very much if you would order all my Exhibits and appendages, submitted in my original petition for Habeas Corpus, returned to me at the below address as quickly as possible so that I may submit them to the higher court in order to save time as time is a important factor in this case. Thanking you very much for your cooperation.

Fred A. Newell #71210
 Fred A. Newell # 71210
 Box 97
 McAlester, Oklahoma. 74501.

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

LARRY DEE JOHNSON
EARNEST CHARLES DOWN,
Petitioners,

vs.

DAVE FAULKNER
TULSA COUNTY SHERIFF,
Respondent.

68-C-6

NO. _____

FILED

ORDER

The Court has for consideration the petition for writ of habeas corpus filed by petitioners, and being fully advised in the premises, finds:

That petitioners have not sued the proper party. It is true they are in the physical custody of Dave Faulkner, Tulsa County Sheriff, but they are in the technical custody of the United States Marshal of the Northern District of Oklahoma.

IT IS, THEREFORE, ORDERED that the petition for writ of habeas corpus be and the same is hereby denied.

ENTERED this 4th day of January, 1968.


UNITED STATES DISTRICT JUDGE

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

MOBILE SURVEYS, INC., a corporation,)
)
) Plaintiff,)
vs.)
)
CENTURY GEOPHYSICAL CORPORATION,)
)
) Defendant.)

No. 6410 Civil
FILED

JAN 5 1968

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

JUDGMENT

This cause was tried before the Honorable Fred Daugherty, United States District Judge, on the 22nd and 23rd days of August, 1967. The plaintiff appeared by its counsel, Jerry J. Dunlap; the defendant appeared by its counsel, D. Carl Richards, Roger R. Scott and V. Bryan Medlock. Also present was John S. Carlson, General Counsel for the defendant. The Court, after hearing the evidence adduced at trial by oral testimony, depositions and by Briefs, and having considered the Proposed Findings of Fact and Conclusions of Law, and the Briefs in support of the same, filed by both the plaintiff and defendant, and being fully advised in the premises, did on the 20th day of December, 1967, duly make and file its findings of fact and conclusions of law and order for judgment herein, all contained in the Court's Memorandum Opinion filed on said day.

IT IS, THEREFORE, ORDERED AND ADJUDGED, pursuant to said Memorandum Opinion, that plaintiff's request for relief is hereby denied and its cause of action is hereby dismissed. It is FURTHER ORDERED AND ADJUDGED that defendant's Counterclaim requesting a declaration of invalidity of the patent-in-suit be sustained and that U. S. Letters Patent No. 3,107,517, entitled "Natural Gas Leak Detection", which was granted October 22, 1963, is hereby ^{as to claims 1 & 14 thereof} declared invalid for the reasons set forth in said Memorandum Opinion.

IT IS FURTHER ORDERED AND ADJUDGED that the defendant's request for injunction be denied as unnecessary by reason of the judgment herein, and it is FURTHER ORDERED AND ADJUDGED that the defendant is not entitled to receive its reasonable attorney's fees from the plaintiff.

IT IS FURTHER ORDERED AND ADJUDGED that this complaint be dismissed at plaintiff's cost.



FRED DAUGHERTY,
UNITED STATES DISTRICT JUDGE

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

W. WILLARD WIRTE, 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

JAN 5 1968

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

ORDER OVERRULING MOTION OF PLAINTIFF FOR
NEW TRIAL

This cause came on for hearing on this 11th day of December, 1967, upon the motion of the plaintiff for new trial at which time he appeared by his attorneys, M. J. Parmenter, Regional Attorney, by James F. Gruben, Trial Attorney, and the defendants appeared by their attorney, David H. Sanders. The Court after having heard and considered the motion and the brief submitted in support thereof finds that the said motion should be overruled.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that the motion of the plaintiff for new trial be and the same is hereby and by these presents overruled.

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

JAMES F. GRUBEN, Trial
Attorney for Plaintiff.

DAVID H. SANDERS,
Attorney for Defendants.

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

UNITED STATES for the Use of
PHELPS DODGE COPPER PRODUCTS
CORPORATION, 300 Park Avenue,
New York, New York 10022,

Plaintiff,

vs.

ALPHA CONSTRUCTION COMPANY,
a corporation, Hominy,
Oklahoma,

and

THE FIDELITY & CASUALTY COMPANY
OF NEW YORK, an insurance corpor-
ation, 80 Maiden Lane, New York,
New York, 10038,

Defendants.

No. 6552 Civil

FILED

FEB - 7 1967

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

ORDER OF DISMISSAL

This cause was argued at Tulsa, Oklahoma, on January 11, 1967. Plaintiff appeared by Richard W. Gable, Esquire, of the firm of Gable, Gotwals, Hays, Rubin and Fox, of Tulsa, Oklahoma, and Jack L. Whiteacre, Esquire, Kansas City, Missouri; the defendants appeared by David H. Sanders, Esquire, Tulsa, Oklahoma.

Plaintiff instituted this action in this Court alleging jurisdiction of the Court under the Miller Act, Title 40 U.S.C. Sec. 270a and b. Admittedly, it was filed in this Court to protect its rights under the Miller Act, if such act is in fact applicable. The defendant Alpha Construction Company, as general contractor, had contracts to construct, or partially construct, a rural electrification administration project in the State of Kansas, another in the State of Oklahoma, and still another in the State of Kentucky.

A case was filed in the District Court of Morris County, Kansas, by plaintiff, against the defendants, seeking recovery against defendants for monies allegedly due to plaintiff under the Kansas and Oklahoma REA Contracts. The various and respective claims of the parties are clouded in that it is not yet clear whether claims such as the plaintiff is asserting here under contracts made with the REA come within the purview of the Miller Act, which accounts for the claims being filed in the State District Court of Morris County, Kansas, and likewise

being filed in this Court. In this case the defendants claim that the plaintiff's cause of action does not come within the terms of the Miller Act; however, defendants claim that this Court should exercise pendent jurisdiction over its cross or counterclaims against the plaintiff. In essence, the defendants in their respective answers in this case, admit certain liability to the plaintiff, and allege that they have tendered this admitted liability but the same has been refused by the plaintiff. Then by way of counter and crossclaim the defendants assert that Alpha Construction Company on the West Kentucky REA project, has been damaged in the sum of \$53,196.90, and on the Oklahoma REA project in the sum of \$56,955.68, and on the Kansas REA project in the sum of \$74,263.50, and asks that these three amounts be set off against the claim of the plaintiff, leaving a balance due to the plaintiff in the sum of \$108,268.14. Plaintiff claims that the alleged offsets arising out of the Kansas and the Kentucky projects or contracts with the REA are not properly before this Court. With this contention the Court agrees. The claims of the defendant Alpha arising out of the Kansas and the Kentucky projects are not in any manner connected with plaintiff's alleged cause of action in this case. This Court has not as yet exercised any substantial degree of cognizance over the alleged Federal claim or defendant's State claims. The defendants here are seeking a Declaratory Judgment by way of an attempt to set off or offset wholly and unrelated claims against the claim asserted by the plaintiff. The proof with respect to each claim will be altogether different and not related to each other, and arise out of independent and separate contracts.

The defendants can litigate their alleged claims against the plaintiff on contracts wholly unrelated to the contract involved here in the proper forums in the State of Kansas or Kentucky.

This Court is not inclined to and will not accept jurisdiction of the Declaratory Judgment actions sought by the defendants on the cross or counterclaims relating to the Kansas and the Kentucky projects. This would be an unnecessary interference with the Courts of the State of Kansas and perhaps with the Court of the State of Kentucky. This Court does not feel that in the interest of justice or within the intent of the law that it should accept and retain jurisdiction in this case of wholly unrelated claims asserted by the defendants. This Court does not hold or accept the view that pendent jurisdiction attaches to unrelated claims, as here asserted.

The counter and crossclaims of the defendant Alpha Construction Company, and insofar as asserted by the defendant The Fidelity and Casualty Company of New York, an insurance corporation, as relates to the Kansas REA Contracts and the Kentucky REA Contract, should be and the same are hereby dismissed.

DATED this 7th day of February, 1967.

W. H. ...
UNITED STATES DISTRICT JUDGE

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

THOMAS E. ROBERTSON,)
)
 Plaintiff,)
)
 v.)
)
 ROY L. MORGAN PRODUCTION COMPANY,)
 an Oklahoma corporation, et al.,)
)
 Defendants and)
 Third Party Plaintiffs,)
)
 v.)
)
 GENERAL COLLOIDAL CARBON, INC.,)
 a corporation,)
)
 Third Party Defendant.)

No. 6602

FILED

JAN 3 1957

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

JOURNAL ENTRY OF JUDGMENT

NOW on this 19th day of September, 1957; the above entitled matter comes on for trial pursuant to assignment heretofore made before the undersigned Judge of this court

The plaintiff is present in person and by his attorney, David W. Sanders of Sanders, McElroy & Whitten, and witnesses. The defendants and third party plaintiffs appear as follows: Roy L. Morgan Production Company, an Oklahoma corporation, and Roy L. Morgan, an individual, in person and by their attorney, Lewis C. Johnson of Johnson & Fisher, and witnesses; International Carbon, Inc., an Oklahoma corporation, by Tony W. Waller and witnesses; third party defendant, General Colloidal Carbon, Inc., a corporation, by David W. Sanders of Sanders, McElroy & Whitten; and Carbon Management, Inc., an Oklahoma corporation, appears not, but is wholly in default.

All the parties having announced ready for trial and witnesses being first duly sworn, the plaintiff presented his evidence and announces rest. Thereupon the defendants and third-party

plaintiffs, Roy L. Morgan Production Company, an Oklahoma corporation, Roy L. Morgan, an individual, International Carbon, Inc., an Oklahoma corporation, present their evidence; and thereupon said cause is recessed for further trial to the 24th day of October, 1967, at which time all parties are present or represented as previously shown, and thereupon the defendants present additional evidence and announce rest. The plaintiff thereupon presents evidence in rebuttal and announces rest and the case is closed. Thereupon the court takes said cause under advisement.

Thereafter on the 14th day of December, 1967, the court being duly advised makes separate findings of fact and conclusions of law as set forth in a separate Memorandum Opinion duly filed hereir on the 14th day of December, 1967, which is hereby referred to and made a part of this judgment; and the court being duly advised in the premises and based upon the special findings of fact and conclusions of law made herein,

ORDERS, ADJUDGES AND DECREES that the plaintiff has failed to sustain the separate causes of action set forth in his Complaint, and the causes of action set forth therein are each hereby adjudged against the plaintiff and the relief sought is denied, and all of the causes of action in the Complaint are hereby dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that on the Third Party Complaint and Counterclaim of Roy L. Morgan Production Company and Roy L. Morgan, individually, against the plaintiff, Thomas E. Robertson, and the defendant, General Colloidal Carbon, Inc., that the evidence of Morgan Production Company and Roy L. Morgan is not sufficient to sustain the allegations and claims for damages, for conspiracy and malicious interference with contractual rights, as alleged in Count One of said Counterclaim and for damages for loss of sales of foreign patent rights as alleged in Count Four of said Counterclaim, and Third Party

Complaint, and each is hereby denied and adjudged against Roy L. Morgan Production Company and Roy L. Morgan, individually, and said Third Party Complaint and Counts One and Four are hereby dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that International Carbon, Inc., is the full owner of ~~the~~ patent pilot carbon black unit and all foreign patent rights, together with the sole right of management thereof, which are the subject matter of this action, and the plaintiff and his alter ego, General Colloidal Carbon, Inc., the third party defendant herein, are hereby perpetually restrained and enjoined from interfering with such ownership and management.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Roy L. Morgan, defendant and third party plaintiff herein, have and recover judgment upon his cross-claim, as amended, against the defendant, International Carbon, Inc., in the sum of \$141,311.93, with interest at six per cent per annum from this date until paid for personal funds advanced to International Carbon, Inc., for its use in operating said company, constructing its pilot carbon black unit, and to pay legal expenses of litigation brought or caused by plaintiff herein, and execution is hereby authorized for the recovery thereof, together with costs herein.

Each of the parties are allowed exceptions to the adverse findings, conclusions and judgments herein.

Dated this 2 day of January, 1968.

APPROVED AS TO FORM ONLY:

SANDERS, McELROY & WHITTEN

By David H. Sanders
Attorneys for Plaintiff and
General Colloidal Carbon, Inc.

Richard M. [Signature]
U.S. District Judge

JOHNSON & FISHER

By [Signature]
Attorneys for Roy L. Morgan Production
Company and Roy L. Morgan, individually

[Signature]
Tony L. Waller, Attorney for
International Carbon, Inc.

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

JIM TRAMER,)
Petitioner,)
vs.)
RAY PAGE, Warden,)
Respondent,)

No. 67-C-279

FILED

JAN 8 1968

ORDER OF DISMISSAL

Upon consideration of the Motion to Dismiss filed herein by the Respondent, the Court finds that the same should be sustained.

The Petition for Writ of Habeas Corpus filed herein by the Plaintiff does not establish that available and adequate State remedies have been exhausted, but rather that his State Habeas Corpus proceeding is still pending in the Oklahoma Court of Criminal Appeals.

The Motion to Dismiss filed herein by the Respondent asserts that the Petitioner's State Court Habeas Corpus proceeding is still pending and an opinion has not as yet been rendered by the Oklahoma Court of Criminal Appeals.

The Court has made an independent investigation and finds that the State Court Habeas Corpus proceeding is still pending in the Oklahoma Court of Criminal Appeals, and that an opinion has not been entered in the case at this time. In this connection, the Court finds that the case was submitted for opinion without oral arguments in the Oklahoma Court of Criminal Appeals on June 20, 1967; that an opinion has not as yet been entered by the State Court; that the passage of time from the above date of June 20, 1967, to December 12, 1967, the date this case was filed in this Court, is not such as to warrant this Court in determining that said State Court has refused to decide

Petitioner's case or that the Petitioner has exhausted his State remedies or that there is an absence of State remedies available to the Petitioner; that under the circumstances, the lapse of time here involved is not an unreasonable period within which to adjudicate the issues presented to the Oklahoma Court of Criminal Appeals in the State Habeas Corpus proceeding.

Accordingly, the Petition herein is dismissed for lack of jurisdiction in this Court as the Petitioner has not exhausted his State remedies as required by 28, United States Code 2254.

It is so ordered, this 8 day of January, 1968.



Fred Daugherty
United States District Judge

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

JOSEPH B. PIERSON,)
)
 Plaintiff)
)
 -vs-)
)
 THE CHEROKEE LABORATORIES, INC.,)
 CARIBE OIL WELL PRODUCTS, INC.,)
 et al.)
)
 Defendants.)

CIVIL No. 6310

FILED

JAN 9 1968

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

ORDER SUSTAINING PLAINTIFF'S MOTION
FOR NEW TRIAL

Upon further study of this case, including all of the pleadings and the briefs of the parties, including the exhibits, the Court is of the opinion that in the interest of justice that plaintiff's motion for new trial should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that plaintiff's motion for new trial be, and the same is hereby sustained.

DATED this the 9th day of January, 1968.

Noble C. Hood
UNITED STATES DISTRICT JUDGE.

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

SOUTHEASTERN, INC.,)
)
 Plaintiff,)
)
 vs.) Case No. 6487 - Civil
)
 INFANITY INSURANCE COMPANY)
 OF NORTH AMERICA,)
)
 Defendant.)

FILED

DEC 11 1968

NOEL C. HOOD
Clerk of District Court
ORDER OVERRULING DEFENDANT'S
MOTION FOR NEW TRIAL

The Motion for New Trial filed by the defendant was heard before the Honorable Luther Bohanon, Judge of the United States District Court, presiding, at a session of said Court held on Monday, December 11, 1967.

The parties to this action appeared by their respective attorneys of record and, after hearing arguments of counsel, this Court finds that defendant's Motion for New Trial should be overruled.

IT IS THEREFORE ORDERED AND ADJUDGED BY THIS COURT that the Motion for New Trial of defendant be and is hereby overruled; whereupon, the defendant in open court gave notice of intent to appeal.

IT IS FURTHER ORDERED AND ADJUDGED BY THIS COURT that the judgment granted by this Court to plaintiff herein shall be superseded pending the appeal of such controversy provided that plaintiff shall file within ten (10) days from this date a corporate surety bond in the sum of \$14,000.00, with the surety to be approved by the Clerk of this Court.

Luther Bohanon
Luther Bohanon
United States District Judge

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Robert E. Moon and
Hazel Moon, his wife,

Defendants.)

CIVIL NO. 67-C-141

JOURNAL ENTRY OF JUDGMENT

This matter comes on for consideration of the Court on this 9th
January 8
day of ~~December~~, 1967, upon plaintiff's Complaint praying the Court for a money
judgment against the defendants Robert E Moon and Hazel Moon, and for fore-
closure of the security agreements sued upon herein, plaintiff appearing by its
attorney of record and the defendants appearing neither in person nor by counsel
but wholly making default, the Court inspects the files and processes issued and
served in this action, and finds that the defendants were served with personal
summons more than twenty (20) days prior to this date and have failed to answer
or defend this action; the Court further finds that said defendants are neither
minors nor incompetent persons and are not in the military service of the United
States as defined or contemplated by the Soldiers' and Sailors' Civil Relief Act
and the amendments thereto, and that the Clerk has heretofore entered its order
that judgment by default be entered against the defendants Robert E. Moon and
Hazel Moon.

Now, the Court considers plaintiff's Complaint and the exhibits at-
tached thereto, and upon consideration thereof after being fully advised in the
premises, finds and adjudges that on the 17th day of October, 1962, and the 27th
day of March, 1963, the defendants Robert E. Moon and Hazel Moon, made, executed
and delivered to plaintiff acting through the Administrator of the Farmers Home
Administration their promissory notes for the sums of \$10,500.00 and \$4,550.00,
respectively, payable as outlined in plaintiff's Complaint; that the defendants
have paid the sum of \$9,421.85 on the principle and \$2,535.47 on the interest,
leaving a balance due and unpaid in the sum of \$5,628.15, and interest accrued
through November 15, 1967, in the sum of \$93.41, besides daily interest accruing
at the rate of \$.7710; the Court further finds that on June 12, 1964, June 4,

1965, and August 5, 1966, that said defendants delivered to plaintiff their security agreements whereby they mortgaged certain livestock to plaintiff, as appears more fully from plaintiff's Exhibits C, D, and E, filed herein; the Court further finds that said defendants have breached the terms and provisions of such security agreements by selling and otherwise disposing of the livestock without the knowledge or consent of plaintiff or its agents.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that plaintiff have and recover a judgment against the defendants, Robert E. Moon and Hazel Moon, for the sum of \$5,628.15 with accrued interest in the sum of \$93.41 to November 15, 1967, besides interest accruing daily at the rate of \$.7710.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED BY THE COURT that plaintiff have, and it is hereby given, possession of the mortgaged chattels, and that the same be sold at public or private sale, as plaintiff may elect, and the proceeds from such sale be applied first to the payment of the cost of said sale and this action, and then in satisfaction of the plaintiff's judgment herein. The residue of said sale proceeds to be paid to the Clerk of the Court to await further order of the Court.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from and after the sale of the aforesaid chattels, under and by virtue of this judgment and decree, the defendants and each of them, and all persons claiming under them since the filing of the Complaint herein, be and they are forever barred and foreclosed of any right, title, interest, or claim in or to the said chattels or any part thereof.

UNITED STATES DISTRICT JUDGE

APPROVED:

HUBERT H. BRYANT
Assistant United States Attorney

jtd

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

HAROLD J. LORENZ and
CORA B. LORENZ,

Plaintiffs,

-v-

SALMON CORPORATION,

Defendant

CIVIL No. 67-C-229

FILED

JAN 11 1968

ORDER SUSTAINING MOTION TO DISMISS

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

This cause comes on for consideration of the Court upon the defendant's motions to dismiss the complaint. The Court having considered the complaint, the motions to dismiss and affidavits in support of said motions to dismiss is of the opinion that there is no fact present, or revealed by the pleadings or the affidavits revealing or showing as a matter of fact any genuine issue for trial.

The defendant's motions to dismiss should be, and they are hereby sustained.

DATED this the 9th day of January, 1968.

(S) Valter Bohannon
UNITED STATES DISTRICT JUDGE.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,
Plaintiff,

vs.

564.65 Acres of Land, More or Less,
Situate in Creek County, Oklahoma,
and Gulf Oil Corporation, et al,
and Unknown Owners,

Defendants.

CIVIL ACTION NO. 6052

All Tracts

FILED

JAN 12 1968

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

J U D G M E N T

1.

NOW, on this 7 day of January, 1968, this matter comes on for disposition on application of the plaintiff, United States of America, for entry of Judgment on the Reports of Commissioners filed herein on October 7, 1966, and on November 2, 1967, and the Court, after having examined the files in this action and being advised by counsel for the plaintiff, finds that:

2.

The Court has jurisdiction of the parties and the subject matter of this action.

3.

This Judgment applies to the estates taken in all tracts included in Civil Action No. 6052, as such tracts are described in the Complaint and the Declaration of Taking, filed herein.

4.

Service of Process has been perfected either personally or by publication notice, as provided by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant in this cause who are interested in subject tracts.

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power and authority to condemn for public use the subject tracts of land. Pursuant thereto, on September 18, 1964, the United States of America filed its Declaration of Taking of certain estates in such tracts of land, and title to such estates should be vested in the United States of America, as of the date of filing such Declaration of Taking.

6.

On the filing of the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of the described estates in the subject tracts, a certain sum of money and part of this deposit has been disbursed as set out in paragraph 11 below.

7.

The Report of Commissioners filed herein on October 7, 1966, hereby is accepted and adopted as findings of fact as to all properties involved in this case which were not unitized in the Gulf Silver Unit. The Report of Commissioners filed herein on November 2, 1967, hereby is accepted and adopted as findings of fact as to the Gulf Silver Unit as it is involved in this case. The amount of just compensation as to the subject tracts, as fixed by the Commissions, is set out in paragraph 11 below.

8.

A deficiency exists between the amount deposited as estimated just compensation for subject tracts and the amount fixed by the Commissions and the Court as just compensation, and a sum of money sufficient to cover such deficiency should be deposited by the Government. Such deficiency is set out in paragraph 11 below.

9.

No title evidence having been presented, the Court is not able to make a determination of ownership of the property involved in this action or to properly allocate the award of just compensation among the owners. The owners should be allowed to settle this problem by agreement, or in the event agreement becomes impossible then they should request a formal hearing for such purpose.

10.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power and authority to condemn for public use the subject tracts, as such tracts are described in the Declaration of Taking and the Complaint filed herein, and such property to the extent of the estate indicated and for the uses and purposes described in the Declaration of Taking filed herein, is condemned, and title thereto is vested in the United States of America, as of the date of filing the Declaration of Taking, and all defendants herein and all other persons are forever barred from asserting any claim thereto.

It Is Further ORDERED, ADJUDGED and DECREED that:

The Report of Commissioners filed herein on October 7, 1966, hereby is confirmed, and the sums therein fixed are adopted as the awards of just compensation for the estate taken in all properties involved in this case which were not unitized in the Gulf Silver Unit, all as shown in the schedule which follows below.

The Report of Commissioners filed herein on November 2, 1967, hereby is confirmed, and the sum therein fixed is adopted as the award of just compensation for the estate taken in the Gulf Silver Unit, as shown in the schedule which follows below.

A. Awards for non-unitized properties:

1. Tract No. 9816-3M, total just compensation - - - - - \$555.00
 Allocated:
 To Royalty Interest, and
 Overriding Royalty Interest, Combined - - \$499.50
 To Working Interest - - - - - 55.50
2. Tract No. 9817-1M and Part (26.38 acres) of Tract No. 9817-5M, to-wit: All of Tract No. 9817-5M except the NE $\frac{1}{4}$ of Lot 3, Sec. 17, T. 19 N., R. 8 E.
 Total just compensation - - - - - \$218.00
 Allocated:
 To Royalty Interest - - - - - \$196.20
 To Working Interest - - - - - 21.80
3. Tract No. 9817-2M, total just compensation - - - - - \$375.00
 Allocated:
 To Royalty Interest - - - - - \$337.50
 To Working Interest - - - - - 37.50
4. Tract No. 9817-3M, total just compensation - - - - - \$240.00
 Allocated:
 To Royalty Interest and Overriding
 Royalty Interest, combined - - - - - \$216.00
 To Working Interest - - - - - 24.00
5. Tract No. 9817-4M, total just compensation - - - - - \$ 59.00
 Allocated:
 To Royalty Interest - - - - - \$ 53.10
 To Working Interest - - - - - 5.90
6. Balance of Tract No. 9817-5M, to-wit: the 10 Acres of Tract No. 9817-5M described as the NE $\frac{1}{4}$ of Lot 3, Sec. 17, T. 19 N., R. 8 E., total just compensation - - - - - \$ 35.00
 Allocated:
 To Royalty Interest - - - - - \$ 31.50
 To Working Interest - - - - - 3.50

7.	<u>Tract No. 9820-2M</u> , total just compensation - - - - -	\$1,355.00
	Allocated:	
	To Royalty Interest and Overriding	
	Royalty Interest, combined - - - - -	\$1,219.50
	To Working Interest - - - - -	135.50
8.	<u>Tract No. 9820-3M</u> , total just compensation - - - - -	\$90.00
	Allocated:	
	To Royalty Interest - - - - -	\$81.00
	To Working Interest - - - - -	9.00
9.	<u>Tract No. 9820-4M</u> , total just compensation - - - - -	\$145.00
	Allocated:	
	To Royalty Interest and Overriding	
	Royalty Interest, combined - - - - -	\$130.50
	To Working Interest - - - - -	14.50
10.	<u>Tract No. 9820-5M</u> , total just compensation - - - - -	\$28.00
	Allocated:	
	To Royalty Interest and Overriding	
	Royalty Interest, combined - - - - -	\$25.20
	To Working Interest - - - - -	2.80
11.	<u>Tract No. 9820-6M</u> , total just compensation - - - - -	\$7.00
	Allocated:	
	To Royalty Interest and Overriding	
	Royalty Interest, combined - - - - -	\$6.30
	To Working Interest - - - - -	0.70
12.	<u>Tract No. 9820-7M</u> , total just compensation - - - - -	\$79.00
	Allocated:	
	To Royalty Interest and Overriding	
	Royalty Interest, combined - - - - -	\$71.10
	To Working Interest - - - - -	7.90
13.	<u>Tract No. 9820-8M</u> , total just compensation - - - - -	\$11.00
	Allocated:	
	To Royalty Interest and Overriding	
	Royalty Interest, combined - - - - -	\$9.90
	To Working Interest - - - - -	1.10
14.	<u>Tract No. 9821-5M</u> , total just compensation - - - - -	\$66.00
	Allocated:	
	To Royalty Interest - - - - -	\$59.40
	To Working Interest - - - - -	6.60
15.	<u>Tract No. 9821-6M</u> , total just compensation - - - - -	\$124.00
	Allocated:	
	To Royalty Interest and Overriding	
	Royalty Interest, combined - - - - -	\$111.60
	To Working Interest - - - - -	12.40
16.	<u>Tract No. 9821-7M</u> , total just compensation - - - - -	\$478.00
	Allocated:	
	To Royalty Interest and Overriding	
	Royalty Interest, combined - - - - -	\$454.10
	To Working Interest - - - - -	23.90

17. Tract No. 9821-8M, total just compensation - - - - - \$8.00
- Allocated:
- | | |
|--------------------------------------|--------|
| To Royalty Interest and Overriding | |
| Royalty Interest, combined - - - - - | \$7.20 |
| To Working Interest - - - - - | 0.80 |
18. Tract No. 9821-9M, total just compensation - - - - - \$43.00
- Allocated:
- | | |
|--------------------------------------|---------|
| To Royalty Interest and Overriding | |
| Royalty Interest, combined - - - - - | \$38.70 |
| To Working Interest - - - - - | 4.30 |
19. Tract No. 9821-10M, total just compensation - - - - - \$36.00
- Allocated:
- | | |
|--------------------------------------|---------|
| To Royalty Interest and Overriding | |
| Royalty Interest, combined - - - - - | \$32.40 |
| To Working Interest - - - - - | 3.60 |

B. Award of Just Compensation for Gulf Silver Unit - - - - - \$175,000.00

C. Summary of Awards and Deposit:

Total amount of all awards in this case - - - - -		\$178,952.00
Deposited as estimated compensation - - - - -	\$157,086.00	\$157,086.00
Disbursed by orders, to date - - - - -	<u>74,357.55</u>	
Balance on deposit - - - - -	\$ 82,728.45	
Deposit deficiency - - - - -		\$21,866.00

12.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America shall pay into the Registry of this Court for the benefit of the owners the deposit deficiency for the subject property in the amount of \$21,866.00, together with interest on such deficiency at the rate of 6% per annum from September 18, 1964, until the date of deposit of such deficiency sum; and such sum shall be placed in the deposit for this civil action.

13.

It Is Further ORDERED, ADJUDGED, and DECREED that the question of ownership of the subject property and the allocation of the just compensation among the owners is left undetermined. The owners may resolve this question by filing a stipulation herein or they may request, and the Court will grant, a hearing for the determination of the question. An appropriate Order of Distribution of the just compensation will be entered by the Court following the filing of the aforesaid stipulation or the holding of the hearing.

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

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

United States of America,

Plaintiff,

vs.

John W. Bogner and Wayne M.
Sampson,

Defendants.

Civil No. 67-C-143

FILED

JAN 12 1968

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

JUDGMENT OF FORECLOSURE

THIS MATTER comes on for consideration this 12th day of
January 1968, the Plaintiff appearing by James E. Ritchie, Assistant
United States Attorney, and the defendant, Wayne M. Sampson, appearing
by Richard O. Battles, his Attorney, and the defendant, John W. Bogner,
appearing not.

The Court being fully advised and having examined the file
herein finds that legal service by publication was made upon the
defendant, John W. Bogner, as appears by the Proof of Publication
filed herein on November 30, 1967.

The Court further finds that the defendant, Wayne M. Sampson,
has heretofore filed his answer disclaiming any right, title and interest
in and to the real property which is the subject of this foreclosure
proceeding; and

It appearing that said defendant, John W. Bogner, has failed to
file an Answer herein and that default has been entered by the Clerk of
this Court.

The Court further finds that this is a suit based upon a
mortgage note and foreclosure on a real property mortgage securing
said mortgage note and that the real property described in said mortgage
is located in Tulsa, Tulsa County, Oklahoma, within the Northern Judicial
District of Oklahoma.

The Court further finds that the material allegations of Plaintiff's
complaint are true and correct;

That the defendant, John W. Bogner, did on May 21, 1964, execute and deliver to J. S. Gleason, Jr., as Administrator of Veterans Affairs, his mortgage and mortgage note for the sum of \$9,750.00, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum and further providing for the payment of monthly installments of principal and interest; and

Thereafter, on March 23, 1965, the defendant, John W. Bogner, by General Warranty Deed recorded in Book 3556, at page 320, conveyed to himself, John W. Bogner, a single man, and Wayne M. Sampson, a single man, as joint tenant and not as tenants in common, with the right of survivorship, the property as described in the aforesaid mortgage.

It further appears that the defendants, John W. Bogner and Wayne M. Sampson, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make the monthly installments due thereon on January 1, 1967, which default has continued and that by reason thereof the defendants are now indebted to the Plaintiff in the sum of \$9,407.42, as unpaid principal, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from January 1, 1967, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, have and recover judgment against the defendant, John W. Bogner, for the sum of \$9,407.42, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from January 1, 1967, until paid, plus the cost of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendant to satisfy Plaintiff's money judgment herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisal, 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 and decree, the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.

UNITED STATES DISTRICT JUDGE

APPROVED:

JAMES E. RITCHIE
Assistant U. S. Attorney

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

N. R. PATTERSON, an individual,
PATTERSON STEEL COMPANY, a corporation,
and MIDWEST ENGINEERING & CONSTRUCTION
CO., INC., a corporation,

Defendants.)

CIVIL NO. 67-C-73

FILED

JAN 15 1968

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

DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, United States of America, by and through its attorney, Lawrence A. McSoud, United States Attorney for the Northern District of Oklahoma, and dismisses with prejudice as to N. R. Patterson, an individual, and Patterson Steel Company, a corporation, Defendants herein.

Signed this _____ day of January, 1968.

UNITED STATES OF AMERICA

L/ Lawrence A. McSoud

LAWRENCE A. MCSOUD
United States Attorney

IT IS HEREBY ORDERED that the above Dismissal with Prejudice as to the Defendants, N. R. Patterson, an individual, and Patterson Steel Company, a corporation, is approved and said Defendants are accordingly dismissed with prejudice.

Signed this _____ day of January, 1968.

UNITED STATES DISTRICT JUDGE

IEU:lg
1/10/68

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

THE TRANE COMPANY, a corporation,)
)
 Plaintiff)
)
 vs.)
)
 ATLAS AIR, INC., a corporation,)
)
 Defendant)

No. Civil 67-C-144

FILED

JAN 16 1968

JUDGMENT

NOBLE C. HOOD

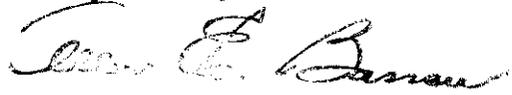
Now on this 16th day of January, 1968, ~~at the name of~~ ^{the} District Court

hearing before the undersigned Judge of the United States District Court for the Northern District of Oklahoma, the above styled and numbered matter, plaintiff appearing by its counsel, Ungerman, Grabel, Ungerman & Leiter, and the defendant appearing by its counsel, Paul E. Garrison, and all parties having announced ready for trial and having waived their right to a trial by jury, the plaintiff proceeded to introduce testimony of witnesses sworn and examined in open Court and upon resting its cause the defendant offered no testimony or opposition to the plaintiff's cause of action or in support of defendant's cross action, and all parties having rested their cause and the Court, having fully considered the matter and being well and sufficiently advised in the premises, finds that the plaintiff is entitled to recover a judgment against the defendant on the plaintiff's petition filed herein and the defendant should be denied any relief on its cross action filed herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THIS COURT that the plaintiff, The Trane Company, a corporation, have and recover a judgment of and as against the defendant, Atlas Air, Inc., a corporation, for the principal sum of \$15,871.49 with interest thereon at the rate of 6% per annum from this date, together with a further sum of \$1587.15 attorneys fees, for the use and benefit of plaintiff's counsel herein, to be taxed as cost, together with all the other accruing costs of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THIS COURT that the defendant be and it is hereby denied any relief upon its cross action filed herein.

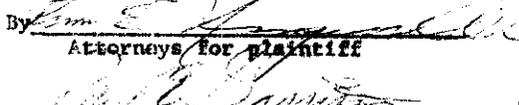
APPROVED AS TO FORM:

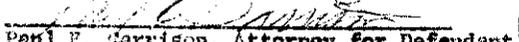

United States District Judge

UNGERMAN, GRABEL, UNGERMAN & LEITER

LAW OFFICES
UNGERMAN,
GRABEL,
UNGERMAN
& LEITER

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

By 
Attorneys for plaintiff


Paul E. Garrison, Attorney for Defendant

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

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

Plaintiff)

v.)

HYMIE VINER, doing business as)
AUTO BATTERY REBUILDERS)

Defendant)

CIVIL ACTION

FILE NO. 67-C-196

FILED

JAN 16 1968

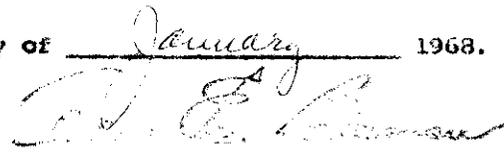
NOBLE C. HOOD
Clerk, U. S. District Court

ORDER OF DISMISSAL

Plaintiff having filed his complaint herein, and thereafter defendant having assured plaintiff and this court that he will fully comply in the future with the provisions of the Fair Labor Standards Act, as amended, and defendant having agreed to pay to plaintiff \$1,500. in ten equal installments of \$150 each, for the use and benefit of defendant's employees, representing unpaid wages due such employees, and defendant having entered into a stipulation of compliance, wherein defendant specifically agrees 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 with costs taxed to defendant.

Dated this 16th day of January 1968.


UNITED STATES DISTRICT JUDGE

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

LARRY DEE JOHNSON)
EARNEST CHARLES DOWNS,)
)
) Petitioners,)
)
vs.)
)
)
)
) UNITED STATES FEDERAL)
) MARSHAL RESPONDENT OF)
) NORTHERN DISTRICT OF)
) OKLAHOMA,)
)
) Respondent.)

No. 68-C-]]

FILED

JAN 16 1968

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

ORDER OVERRULING PETITION FOR WRIT OF
HABEAS CORPUS

The Court has for consideration the petition for writ of habeas corpus filed by petitioners, and being fully advised in the premises, finds:

That petitioners make the following complaints:

1. They are being treated in a cruel and inhuman manner by or upon the orders of defendant, in violation of their constitutional rights and their civil rights.
2. That respondent is given an ample amount of money to expend for food for petitioners, but that a large part of the money is spent elsewhere and not for food, thus causing them to be sick and hungry at all times, and further they are served food that is spoiled, thus causing them to become ill.
3. That they are sprayed with bug spray in their cells.
4. That whenever petitioners complain of their treatment they are threatened with having their commissary and visiting privileges denied.
5. They seek an order of this Court requiring the Federal Marshal to make a full investigation and order the Marshal to use all the money given to him for food.

6. They further seek an order of this Court ordering respondent not to punish them for seeking the writ of habeas corpus.

The Court finds that the grounds raised by the defendant are not proper in a habeas corpus proceeding.

IT IS, THEREFORE, ORDERED that the petition for writ of habeas corpus be and the same is hereby overruled.

IT IS FURTHER ORDERED that the Clerk be directed to send a copy of the petition for writ of habeas corpus and this order to the Jail Inspection Service of the Bureau of Prisons.

ENTERED this 16th day of January, 1968.


United States District Judge

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

CHARLES M. ELLENBURG,)
)
) Plaintiff,)
)
 vs.) NO. 67-C-92
)
)
 JERRY B. ROBERTS and)
)
) GULF OIL CORPORATION,)
)
) Defendants.)

(CONSOLIDATED)

NORMA FAYE ELLENBURG,)
)
) Plaintiff,)
)
 vs.) NO. 67-C-93
)
)
 JERRY B. ROBERTS and)
)
) GULF OIL CORPORATION.)
)
) Defendants.)

FILED

JAN 17 1968

JUDGMENT

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

THIS matter came on for trial before the Court, a trial by jury having been waived by the parties, Hon. Fred Daugherty, United States District Judge, presiding, and the issues having been duly tried, and the Court having heretofore rendered a Memorandum Opinion on the 9th day of January 1968, wherein the Court found that the total damages sustained by the Plaintiff, CHARLES M. ELLENBURG amounts to Three Thousand Seven Hundred Fifty-four and 44/100 Dollars (\$3,744.44), and that the total damages sustained by Plaintiff, NORMA FAYE ELLENBURG total the amount of Eight Thousand, Five Hundred Dollars (\$8,500.00).

IT IS, CRDERED, ADJUDGED AND DECREED that Plaintiff, CHARLES
M. ELLENBURG recover of the Defendants Jerry B. Roberts and Gulf Oil Corporation,
the sum of Three Thousand Seven Hundred Fifty-four and 44/100 Dollars (\$3,744.44);
7D with interest thereon at the rate of six per cent (6%) per annum from the ^{17th}~~9th~~ day
of January, 1968, and, that the Plaintiff, NORMA FAYE ELLENBURG, recover of
the Defendants, and each of them, the sum of Eight Thousand Five Hundred
Dollars (\$8,500.00), with interest thereon at the rate of six per cent (6%) per
annum from the date hereof until paid, and their costs incurred herein.

7D DATED at Tulsa, Oklahoma, this ^{17th}~~9th~~ day of January, 1968.

~~NOBLE HOOD, Clerk of the Court~~

~~by~~ Fred Daugherty
U.S. District Judge.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

v.

BARTLESVILLE INVESTMENT CORPORATION,
an Oklahoma corporation,

Defendant.

CIVIL ACTION FILE NO. 67-C-191

FILED

JAN 18 1968

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

ORDER AND JUDGMENT

Based upon the Findings of Fact and Conclusions of Law filed
herewith,

IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion For Summary Judgment of the United States of America for an injunction is hereby denied.
2. The Motion for Summary Judgment of BARTLESVILLE INVESTMENT CORPORATION for dismissal for this action is hereby denied.
3. The United States of America shall have and recover from BARTLESVILLE INVESTMENT CORPORATION, the sum of \$650.00 as a civil penalty.

DATED:

ALLEN E. BARROW
Chief Judge
United States District Court
Tulsa, Oklahoma

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

v.

BARTLESVILLE INVESTMENT CORPORATION,
an Oklahoma corporation,

Defendant.

CIVIL ACTION FILE NO. 67-C-191

FILED

JAN 18 1968

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

FINDINGS OF FACT AND CONCLUSIONS
OF LAW

FINDINGS OF FACT

1. BARTLESVILLE INVESTMENT CORPORATION is a small business investment company licensed by the Small Business Administration pursuant to the provisions of the Small Business Investment Act of 1958, as amended. Its principal office is located in Bartlesville, Oklahoma.

2. BARTLESVILLE INVESTMENT CORPORATION filed its Program Evaluation Report for the period ending March 31, 1967 on July 27, 1967, 57 days after May 31, 1967 when the aforesaid report was due according to the Regulations of the Small Business Administration.

3. The Small Business Administration's practice is to provide its Licensees with copies of the Program Evaluation Report, and the Small Business Administration was negligent in failing to provide BARTLESVILLE INVESTMENT CORPORATION with copies of the aforesaid report.

4. The Small Business Administration, by letter dated July 3, 1967, specifically notified BARTLESVILLE INVESTMENT CORPORATION of its requirement to file the Program Evaluation Report.

5. A reasonable period of time for BARTLESVILLE INVESTMENT CORPORATION to complete the report and file it with the Small Business Administration would normally be at least 15 days and thus it would be

reasonable for BARTLESVILLE INVESTMENT CORPORATION, under the circumstances of this case, to have filed its Program Evaluation Report by July 14, 1967.

6. BARTLESVILLE INVESTMENT CORPORATION was negligent for some 13 days subsequent to July 14, 1967 in failing to file the Program Evaluation Report.

CONCLUSIONS OF LAW

1. This Court has jurisdiction of the parties to this suit and the subject matter herein.

2. This Court is authorized to grant the relief requested in the Complaint filed herein.

3. Section 107.802 of the Regulations of the Small Business Administration (13 C.F.R. §107.802) were properly published in the Federal Register and such publication constitutes legally binding notice to the world.

4. BARTLESVILLE INVESTMENT CORPORATION's failure to file its Program Evaluation Report for the period ending March 31, 1967, with the Small Business Administration on or before May 31, 1967, constitutes a violation of the Regulations of the Small Business Administration.

5. The United States of America shall have and receive of BARTLESVILLE INVESTMENT CORPORATION as a civil penalty authorized by 15 U.S.C. §667g the sum of \$650.00, being a penalty of \$50.00 for each and every day for which BARTLESVILLE INVESTMENT CORPORATION failed without reasonable cause to file its Program Evaluation Report.

DATED:

ALLEN F. BARROFF
Chief Judge
United States District Court
Tulsa, Oklahoma

FILED

JAN 22 1968

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

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

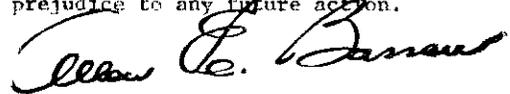
LLOYD PHINNEY and)
 VIRGINIA PHINNEY,)
)
 Plaintiffs,)
)
 vs.)
)
 THE PHOENIX INSURANCE COMPANY,)
)
 Defendant.)

NO. 67 - C - 226

ORDER OF DISMISSAL

The above matter coming on to be heard this _____ day of January, 1968, 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 plaintiffs filed herein against the defendant be and the same is hereby dismissed with prejudice to any future action.



 JUDGE, DISTRICT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF OKLAHOMA

APPROVAL:

 Alfred B. Knight, Attorney for Defendant


 John A. Cochran, Attorney for Plaintiffs

COPY

FILED

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

JAN 22 1968

LLOYD PHINNEY and)
VIRGINIA PHINNEY,)
)
Plaintiffs,)
)
vs.)
)
THE PHOENIX INSURANCE COMPANY,)
)
Defendant.)

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

NO. 67 - C - 226

APPLICATION TO DISMISS WITH PREJUDICE

COME now the plaintiff and the defendant, each of them, and move the Court to dismiss the above entitled cause with prejudice for the reason that all of the matters, causes of action and issues in the complaint have been settled, compromised and released for the total sum of TWENTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$20,500.00).

WHEREFORE, premises considered the plaintiff and defendant and each of them do move the Court to order a dismissal with prejudice in the above captioned matter.

ALFRED B. KNIGHT,

Attorney for the Defendant,

JOHN A. COCHRAN,

Attorney for the plaintiff,

LLOYD PHINNEY,

Plaintiff,

VIRGINIA PHINNEY,

Plaintiff.

C
O
P
Y

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

FILED

JAN 24 1968

JERRY HERMAN AND MILLS MUSIC, INC.)
)
 Plaintiffs)
)
 vs.)
)
 NORMA PETERSON)
)
 Defendant)

NOBLE C. HOOD
Clerk, U. S. District Court
CIVIL NO. 67-C-245 ✓

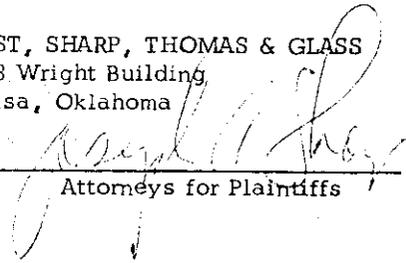
MOTION FOR ORDER OF DISMISSAL

Comes now the plaintiffs, Jerry Herman and Mills Music, Inc., and show this Honorable Court that a settlement has been reached between the parties hereto and all issues raised by the complain have been settled and disposed of and that there is no controversy existing between the parties at this time.

WHEREFORE, premises considered, plaintiffs pray that said cause be dismissed with prejudice.

JACKSON, WALKER, WINSTEAD,
CANTWELL & MILLER
First National Bank Building
Dallas, Texas

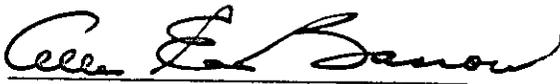
BEST, SHARP, THOMAS & GLASS
308 Wright Building
Tulsa, Oklahoma

By: 
Attorneys for Plaintiffs

ORDER

Now on this 24th day of January, 1968, upon application of complainants, and it appearing that the parties hereto have settled the issues between them, the Court finds that the action should be dismissed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this action is dismissed with prejudice.


Judge

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

FILED

ALMANAC MUSIC, INC., GENERAL)
MUSIC PUBLISHING CO., INC., and)
ROBBINS MUSIC CORPORATION,)
)
Plaintiffs)
)
vs)
)
M. M. SAMARA)
)
Defendant)

JAN 24 1968

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

CIVIL NO. 67-C-246 ✓

MOTION FOR ORDER OF DISMISSAL

Come now the plaintiffs, Almanac Music, Inc., General Music Publishing Co., Inc., and Robbins Music Corporation, and show this Honorable Court that a settlement has been reached between the parties hereto and all issues raised by the complaint have been settled and disposed of and that there is no controversy existing between the parties at this time.

WHEREFORE, premises considered, plaintiffs pray that said cause be dismissed with prejudice.

JACKSON, WALKER, WINSTEAD, CANTWELL
AND MILLER
First National Bank Building
Dallas, Texas

BEST, SHARP, THOMAS & GLASS
308 Wright Building
Tulsa, Oklahoma

By: [Signature]
Attorneys for Plaintiffs

ORDER

Now on this, 24th day of January, 1968, upon application of complainants, and it appearing that the parties hereto have settled the issues between them, the court finds that the action should be dismissed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this action is dismissed with prejudice.

[Signature]
Judge

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

FARMLAND INDUSTRIES, INC.,)
)
Plaintiff,)
)
vs.)
)
P. L. HEATLEY, an individual)
and P. L. Heatley d/b/a P. L.)
Heatley Company,)
)
Defendants.)

FILED

JAN 26 1968

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

No. 67-C-113

DEFAULT JUDGMENT

The Defendants, P. L. Heatley, an individual and P. L. Heatley, d/b/a P. L. Heatley Company, having failed to plead or otherwise defend in this action and their default having been entered by the Clerk of this Court on January 19, 1968.

NOW, upon application of the Plaintiff and upon affidavit that Defendants are indebted to Plaintiff in the sum of \$19,270.70, with 6% interest per annum from February 3, 1967, until the full amount has been paid, Court costs and a reasonable attorney fee, that Defendants have been defaulted for failure to appear and that Defendants are not infants or incompetent persons, and are not in the military service of the United States, it is hereby

ORDERED, ADJUDGED and DECREED that the Plaintiff recover of Defendants, and each of them, the sum of \$19,270.70, with interest at the rate of 6% per annum from February 3, 1967, until paid, the costs of this action in the sum of \$41.00, and attorney's fee in the sum of \$2,500.00.

DATED: January 25th, 1968.


UNITED STATES DISTRICT JUDGE

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

FILED

JAN 23 1968

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

CIVIL NO. 67-C-121

CANDACE CONLEY, a minor under the
age of 18 years, who sues by MARJORIE
BAILEY CONLEY, as next friend, and
MARJORIE BAILEY CONLEY, pro se,

Plaintiffs

vs
GULF MART, INC., a Corporation,
LACHMAN-ROSE COMPANY, a Corporation,
GLOBE RUBBER PRODUCTS CORPORATION,
a Corporation, and PRECISION PLASTICS
COMPANY, a Corporation,

Defendants

ORDER

And now on this th 25 day of January, 1968, there came on for hearing before me, the undersigned Judge of the United States District Court for the Northern District of Oklahoma, the defendant and third party plaintiff's, Lachman-Rose Company, a Corporation, application to dismiss its cross claim against the defendants Globe Rubber Products Corporation, a Corporation and Precision Plastics Company, a Corporation, on the ground and for the reason that said issues between the parties have been settled and that Globe Rubber Products Corporation, a Corporation, has agreed to assume the defense of the defendant Lachman-Rose Company, a Corporation, and to pay any judgment that may be rendered against the said Lachman-Rose Company, a Corporation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendant and third party plaintiff's, Lachman-Rose Company, A Corporation, third party cross claim is and the same is hereby dismissed with prejudice and that the said defendant and third party defendant, Globe Rubber Products Corporation, a Corporation, hereby agrees to assume the defense of the said Lachman-Rose Company, a Corporation, and to pay any judgment that may be rendered against the said Lachman-Rose Company, a Corporation, in the above styled action.

[Handwritten signature]
OK
J. L. Thomas
WS

[Handwritten signature]

Judge

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

United States of America,

Plaintiff,

vs.

Civil No. 67-C-232

Russell F. Smith and Esther A.
Smith, husband and wife; and
Gerald Imel and Glenda Imel,
a/k/a Gerald Dean Imel and
Glenda Juan Imel, husband and
wife, and Home Savings Association
of Kansas City, Missouri, a
corporation,

Defendants.

FILED

JAN 29 1968

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

JUDGMENT OF FORECLOSURE

THIS MATTER comes on for consideration this 26 day of
January 1968, the Plaintiff appearing by Hubert H. Bryant, Assistant
United States Attorney, and the defendants, Russell F. Smith and
Esther A. Smith and Home Savings Association of Kansas City, Missouri,
appearing not.

The Court being fully advised and having examined the file
herein finds that legal service by publication was made upon the
defendants, Russell F. Smith and Esther A. Smith, as appears by the
Proof of Publication filed herein on January 15, 1968. And further
that defendants, Gerald Imel and Glenda Imel, were served on
December 12, 1967, and filed their Disclaimer to said property on
December 22, 1967, and defendant, Home Savings Association of Kansas
City, Missouri, a corporation, was served on December 6, 1967; and

It appearing that the defendants, Russell F. Smith and
Esther A. Smith, and Home Savings Association of Kansas City, Missouri,
a corporation, have failed to file an Answer herein and that default
has been entered by the Clerk of this Court.

The Court further finds that this is a suit based upon a
mortgage note and foreclosure on a real property mortgage securing
said mortgage note and that the real property described in said
mortgage is located in Tulsa, Tulsa County, Oklahoma, within the
Northern Judicial District of Oklahoma.

The Court further finds that the material allegations of Plaintiff's complaint are true and correct;

That the defendants, Russell F. Smith and Esther A. Smith, husband and wife, did on August 21, 1963, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note for the sum of \$9,100.00, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum and further providing for the payment of monthly installments of principal and interest; and further, by virtue of a General Warranty Deed from Russell F. Smith and Esther A. Smith to Gerald Imel and Glenda Imel, dated October 11, 1965, conveying the real property described herein, the Imels assumed and agreed to pay the first mortgage in favor of the Administrator of Veterans Affairs.

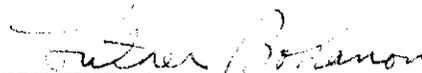
It further appears that the defendants, Russell F. Smith and Esther A. Smith, husband and wife, and Gerald Imel and Glenda Imel, husband and wife, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make the monthly installments due thereon on December 1, 1966, which default has continued and that by reason thereof the defendants are now indebted to the Plaintiff in the sum of \$8,675.88, as unpaid principal, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from December 1, 1966, until paid.

It further appears that the defendant, Home Savings Association of Kansas City, Missouri, a corporation, has or claims some right, title or interest in and to the premises herein being foreclosed by reason of two mortgages assigned to it by the Federal Construction Company, Inc., a corporation, said mortgages being recorded in the Office of the County Clerk of Tulsa County, Oklahoma, in Book 3689 at Pages 10 and 13, respectively, and the assignments thereof being recorded, respectively, at Pages 20 and 21 of said book, but in this regard, plaintiff states that whatever right, title, or interest the defendant, Home Savings Association of Kansas City, Missouri, a corporation, has in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff.

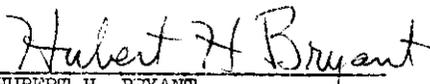
IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, have and recover judgment against the defendants, Russell F. Smith and Esther A. Smith, husband and wife, and Gerald Imel and Glenda Imel, husband and wife, for the sum of \$8,675.88, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from December 1, 1966, until paid, plus the cost of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants to satisfy Plaintiff's money judgment herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement, the 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 and decree, the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.


Luther Bonnon
UNITED STATES DISTRICT JUDGE

APPROVED:


Hubert H. Bryant
HUBERT H. BRYANT
Assistant U. S. Attorney

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

UNITED STATES OF AMERICA,

Plaintiff

-vs-

C. D. GRANT,

Defendant

CIVIL NO. 67-C-66

FILED

JAN 30 1968

JUDGMENT

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

Based upon the Findings of Fact and Conclusions of Law filed herein on the 29 day of January, 1968,

IT IS THE JUDGMENT AND DECREE OF THIS COURT, that the defendant, C. D. Grant is the legal owner of the following described lands situated in Rogers County, Oklahoma, to-wit:

Lot One (1), and the Northeast Quarter of the Northwest Quarter, Section 7, Township 24 North, Range 15 East.

IT IS THE FURTHER DECREE OF THIS COURT, that the claim or claims of the United States of America and of the Cherokee Nation of Indians is denied.

DATED, this the 29th day of January, 1968.

Luther Bohannon
UNITED STATES DISTRICT JUDGE.

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

United States of America,

Plaintiff,

vs.

Civil No. 67-C-192

Edgar Wayne Partrick and
Elresa M. Partrick, husband
and wife; Home Savings Association
of Kansas City, Missouri, a
Corporation,

Defendants.

FILED

JAN 30 1968

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

JUDGMENT OF FORECLOSURE

THIS MATTER comes on for consideration this 29th day of January 1968, the Plaintiff appearing by Hubert H. Bryant, Assistant United States Attorney, and the defendants, Edgar Wayne Partrick and Elresa M. Partrick, husband and wife, and Home Savings Association of Kansas City, Missouri, a corporation, appearing not.

The Court being fully advised and having examined the file herein finds that legal service by publication was made upon the defendants, Edgar Wayne Partrick and Elresa M. Partrick, as appears by the Proof of Publication filed herein on January 26, 1967; and

It appearing that the defendants, Edgar Wayne Partrick and Elresa M. Partrick, and Home Savings Association of Kansas City, Missouri, a corporation, have failed to file an Answer herein and that default has been entered by the Clerk of this Court.

The Court further finds that this is a suit based upon a mortgage note and foreclosure on a real property mortgage securing said mortgage note and that the real property described in said mortgage is located in Bartlesville, Washington County, Oklahoma, within the Northern Judicial District of Oklahoma.

The Court further finds that the material allegations of Plaintiff's complaint are true and correct;

That the defendants, Edgar Wayne Partrick and Elresa M. Partrick, husband and wife, did on November 28, 1961, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note for the sum of \$10,000.00, with interest thereon at the rate of $5\frac{1}{4}\%$ per annum and further providing for the payment of monthly installments of principal and interest; and

It further appears that the defendants, Edgar Wayne Partrick and Elresa M. Partrick, husband and wife, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make the monthly installments due thereon on March 28, 1967, which default has continued and that by reason thereof the defendants are now indebted to the Plaintiff in the sum of \$8,846.73, as unpaid principal, with interest thereon at the rate of $5\frac{1}{4}\%$ per annum from March 28, 1967, until paid.

It further appears that the defendant, Home Savings Association of Kansas City, Missouri, a corporation, has or claims some right, title or interest in and to the premises herein being foreclosed by reason of two mortgages assigned to it by the Federal Construction Company, Inc., said mortgages being recorded in the Office of the County Clerk of Washington County, Oklahoma, in Book 475 at Pages 51 and 55, respectively, and the assignments thereof being recorded, respectively, at pages 54 and 58 of said book, but in this regard, plaintiff states that whatever right, title, or interest the defendant, Home Savings Association of Kansas City, Missouri, a corporation, has in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, have and recover judgment against the defendants, Edgar Wayne Partrick and Elresa M. Partrick, husband and wife, for the sum of \$8,846.73, with interest thereon at the rate of $5\frac{1}{4}\%$ per annum from March 28, 1967, until paid, plus the cost of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants to satisfy Plaintiff's money judgment herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement, the 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 and decree, the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.

UNITED STATES DISTRICT JUDGE

APPROVED:

HUBERT H. BRYANT
Assistant U. S. Attorney

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

FRED A. NEWELL,

Petitioner,

vs.

RAY H. PAGE, Warden,

Respondent.

No. 67-C-193

FILED

JAN 30 1968

ORDER

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

The Petitioner herein filed a Petition for Writ of Habeas Corpus which this Court dismissed for want of a federal Constitutional question being alleged. In effect, the Petitioner asked that he be allowed credit on the sentence he is presently serving for time spent in jail prior to imposition of the sentence. Whether or not such credit is to be allowed is a matter of state law. Johnson v. Beto, 383 F. 2d 197 (Fifth Cir. 1967); Gureznski v. Yeager, 339 F. 2d 884 (Third Cir. 1964); Burns v. Coonse, 339 F. 2d 883 (Tenth Cir. 1964), cert. den. 380 U. S. 925, 13 L. Ed. 2d 811. On this basis, the Petition was dismissed.

Peticioner subsequently filed a "Petition for Rehearing," on the basis that the Court failed to consider the ground of 57 O. S. §138, which relates to credit for jail time, being applied retroactively to him and therefore ex post facto, which ground was set out in his original Petition for Writ of Habeas Corpus. Petitioner alleges that as the sentence which he is serving was imposed before enactment of the statute, denial of credit for jail time because of a prior escape while serving this sentence makes this statute ex post facto as to him in violation of the United States Constitution.

The Petition for Rehearing was filed on December 26, 1967. By letter dated December 27, 1967, the Petitioner withdrew this

Petition, on the basis that he had been "informed that your court cannot accept a petition for rehearing of Habeas Corpus proceedings." On January 3, 1968, the Court allowed Petitioner to withdraw his Petition for Rehearing, noting that the case on which he relied for his ex post facto claim had been reversed. Thompson v. Graham, 147 F. Supp. 150 (Utah, 1956), reversed sub nom Graham v. Thompson, 246 F. 2d 805 (Tenth Cir. 1957). Petitioner by letter dated January 9, 1968, requested that his Petition for Rehearing be reinstated.

As to the theory that a Petition for Rehearing in a habeas corpus proceeding will not lie, the Court is aware of no authority for that proposition, especially in view of the fact that the principle of res judicata does not apply to habeas corpus proceedings. This would seem to be especially so where the Petitioner points to a ground alleged in his original Petition for Writ of Habeas Corpus which was not specifically dealt with by the Court. The requested reinstatement is therefore granted.

Petitioner bases his ex post facto claim on the ground that under 57 O. S. §138, he may be deprived of credit given for jail time because of misconduct such as escape from the penitentiary. Were the Oklahoma courts empowered to grant credit for jail time prior to the enactment of this statute, Petitioner's claim would be meritorious.

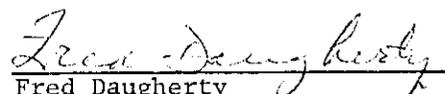
The Oklahoma courts, in a long line of decisions, have held that it is not within the power of any court of that state to grant credit for time spent in jail prior to sentencing. Williams v. Page, 430 P. 2d 345 (Okla. Cr. 1967); Salisbury v. Raines, 365 P. 2d 568 (Okla. Cr. 1961); Ex Parte Ervin, 266 P. 2d 984 (Okla. Cr. 1954); Ex Parte Ward, 257 P. 2d 1099 (Okla. Cr. 1953), cert. den. 346 U. S. 879, 98 L. Ed. 386, 74 S. Ct. 133; Waters v. Lackey,

257 P. 2d 849 (Okla. Cr. 1953); and Ex Parte Colbert, 235 P. 2d 541 (Okla. Cr. 1951). Credit for jail time or words to that effect included in a sentence are to be regarded as mere surplusage and given no effect. Salisbury v. Raines, supra, Ex parte Ward, supra. The proper authority to consult in the granting of jail time credit is the Pardon and Parole Board of Oklahoma. Hurt v. State, 312 P. 2d 169 (Okla. Cr. 1957), cert. den. 355 U. S. 22, 2 L. Ed. 2d 67, 78 S. Ct. 97, rehearing den. 355 U. S. 900, 2 L. Ed. 2d 197, 78 S. Ct. 260, or the governor. In re Tidwell, 309 P. 2d 302 (Okla. Cr. 1957); Ex parte Colbert, supra; Ex parte Pruitt, 244 P. 2d 594 (Okla. Cr. 1952). The reason it was not possible, prior to the enactment of 57 O. S. §138, for a convict to receive credit for the time spent in jail prior to sentence is that punishment for the crime committed does not begin until after conviction. Salisbury v. Raines, supra; Waters v. Lackey, supra.

As the Petitioner never had any right to jail time, it follows that the alleged denial of credit for jail time pursuant to 57 O. S. §138, if in fact made by an employee of the Oklahoma State Penitentiary at McAlester, is a nullity. One cannot be denied a right which he does not possess. Regardless of the statute, Petitioner was obliged to serve the full term of his sentence without regard to any time spent in jail prior thereto.

Accordingly, Petitioner's Petition for Writ of Habeas Corpus, readmitted on his Petition for Rehearing, is dismissed for want of jurisdiction to entertain same.

It is so ordered, this 30 day of January, 1968.


 Fred Daugherty
 United States District Judge

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

United States of America,

Plaintiff,

vs.

Johnnie Joe Dale Austin, Sr.
and Janice L. Austin, husband
and wife,

Defendants.

Civil No. 67-C-194 ✓

FILED

JAN 31 1968

NOBLE C. HOOD

JUDGMENT OF FORECLOSURE Clerk, U. S. District Court

THIS MATTER comes on for consideration this 31 day of
January 1968, the Plaintiff appearing by Hubert H. Bryant,
Assistant United States Attorney, and the defendants, Johnnie Joe Dale
Austin, Sr. and Janice L. Austin, husband and wife, appearing not.

The Court being fully advised and having examined the file
herein finds that personal service was made upon the defendant,
Johnnie Joe Dale Austin, Sr., on October 30, 1967, and the defendant,
Janice L. Austin, on January 4, 1968; and

It appearing that the defendants, Johnnie Joe Dale Austin, Sr.
and Janice L. Austin, have failed to file an Answer herein and that
default has been entered by the Clerk of this Court.

The Court further finds that this is a suit based upon a
mortgage note and foreclosure on a real property mortgage securing
said mortgage note and that the real property described in said
mortgage is located in Tulsa, Tulsa County, Oklahoma, within the
Northern Judicial District of Oklahoma.

The Court further finds that the material allegations of
Plaintiff's complaint are true and correct;

That the defendants, Johnnie Joe Dale Austin, Sr. and Janice L.
Austin, husband and wife, did on August 1, 1963, execute and deliver to
J. S. Gleason, Jr., as Administrator of Veterans Affairs, their
mortgage and mortgage note for the sum of \$11,000.00, with interest
thereon at the rate of $5\frac{1}{2}\%$ per annum and further providing for the
payment of monthly installments of principal and interest; and

It further appears that the defendants, Johnnie Joe Dale Austin, Sr. and Janice L. Austin, husband and wife, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make monthly installments due thereon on December 1, 1966, which default has continued and that by reason thereof the defendants are now indebted to the Plaintiff in the sum of \$10,533.65, as unpaid principal, with interest thereon at the rate of 5 $\frac{1}{2}$ % per annum from December 1, 1966, until paid.

IT IS WHEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, have and recover judgment against the defendants, Johnnie Joe Dale Austin, Sr. and Janice L. Austin, husband and wife, for the sum of \$10,533.65, with interest thereon at the rate of 5 $\frac{1}{2}$ % per annum from December 1, 1966, until paid, plus the cost of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants to satisfy Plaintiff's money judgment herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement, the 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 and decree, the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.

(s) Allen E. Barrow
UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert H. Bryant
HUBERT H. BRYANT
Assistant U. S. Attorney