

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

JAMES J. CROCKETT and  
WILLIAM F. MARTIN, JR.,

Defendants.)

CIVIL NO. 6504

FILED

SEP - 3 1968

M. M. EWING  
Clerk, U. S. District Court

DISMISSAL WITH PREJUDICE

COMES now the United States of America by and through its attorney Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and moves the Court to dismiss with prejudice the above action as to William F. Martin, Jr.

UNITED STATES OF AMERICA

LAWRENCE A. MCSOUD  
United States Attorney

*Robert P. Santee*

ROBERT P. SANTEE  
Assistant United States Attorney

APPROVED:

*George P. Striplin*

GEORGE P. STRIPLIN  
Attorney for William F. Martin, Jr.

It is hereby ORDERED, ADJUDGED, and DECREED that the above action as to William F. Martin, Jr., be and the same hereby is dismissed with prejudice.

*Leah Dempsey*  
UNITED STATES DISTRICT JUDGE

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

Joe A. Carbray,

Plaintiff,

vs.

United States Treasury Department,  
United States Secret Service,

Defendants. )

Civil No. 68-C-75

**FILED**  
SEP - 5 1968  
M. M. EWING  
Clerk, U. S. District Court

ORDER

NOW on this 1 day of September, 1968, there came on for non-jury trial the above cause; the Defendants, United States Treasury Department, United States Secret Service, and the United States of America, appearing by Lawrence A. McSoud, United States Attorney for the Northern District of Oklahoma, and the Plaintiff not appearing.

The Court finds that Joe A. Carbray, Plaintiff herein, was given proper notice of the setting of the non-jury trial; that Joe A. Carbray failed to appear either in person or by legal counsel; that Joe A. Carbray is adjudged in default by reason of such failure to appear either in person or by legal counsel; that the Defendants, United States Treasury Department, United States Secret Service, and United States of America, appearing by Lawrence A. McSoud, United States Attorney for the Northern District of Oklahoma, answered ready for trial on this date.

WHEREFORE, THE COURT ORDERS, ADJUDGES AND DECREES that the above case be dismissed for failure of the Plaintiff, Joe A. Carbray, to appear in person or by legal counsel on this date and that the Defendants, United States Treasury Department, United States Secret Service, and United States of America, be allowed to go forthwith without cost.

\_\_\_\_\_  
LAWRENCE A. MCSOUD

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

s/ Lawrence A. McSoud

\_\_\_\_\_  
LAWRENCE A. MCSOUD  
United States Attorney for the  
Northern District of Oklahoma

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

FORT WAYNE BANK BUILDING )  
INC., a corporation, )  
 )  
Plaintiff, )  
vs. )  
 )  
BANK BUILDING AND EQUIPMENT )  
CORPORATION OF AMERICA, a )  
corporation, and HARTFORD )  
ACCIDENT AND INDEMNITY )  
COMPANY, a corporation, )  
 )  
Defendants. )

No. 68-C-119

FILED

SEP - 6 1968

M. M. EWING

Clerk, U. S. District Court

ORDER

This cause came on for hearing at Tulsa, Oklahoma, on August 26, 1968, upon the joint Motion of the defendant Bank Building and Equipment Corporation of America, and Hartford Accident and Indemnity Company to transfer this cause, pursuant to 28 U.S.C. §1404(a) to the United States District Court for the Northern District of Indiana at Fort Wayne, Indiana, and the parties appeared by their respective attorneys.

The Court has carefully considered said Motion to Transfer, Affidavits in support thereof, the extensive and able Briefs of the parties and the argument of counsel.

This case involves a construction contract for a large bank building in the city of Fort Wayne, Indiana. The contract is governed by the laws of Indiana. The subject matter of this contract is a bank and office building in the city of Fort Wayne, Indiana, and to effectively and conveniently dispose of this case will require the presence of numerous witnesses of supervisory employees and expert witnesses located in Fort Wayne, Indiana, or nearby.

This Court has never transferred a cause to another district; however, in this case the Court is of the opinion that for the convenience of the parties and witnesses, and in the interest of justice, this cause should be transferred for trial and disposition to the United States District Court for the Northern District of Indiana at Fort Wayne, Indiana.

IT IS, THEREFORE, ORDERED that this cause be transferred for trial and disposition to the United States District Court for the Northern District of Indiana at Fort Wayne, Indiana, and the Clerk of this Court is ordered and directed to make proper transfer of this cause to said Court by forwarding all of the papers in this District of Indiana, at Fort Wayne, Indiana.

Dated this 3<sup>rd</sup> day of September, 1968.

*Kutter 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. 68-C-179

Bryce H. McClain and Billie L.  
McClain, husband and wife,  
Glenn L. Seaton and Helen L.  
Seaton, husband and wife,  
Edward Harruff, Jr. and Sonya  
Harruff, husband and wife,

Defendants.

FILED

SEP - 6 1968

M. H. EWING  
Clerk, U. S. District Court

JUDGMENT OF FORECLOSURE

THIS MATTER comes on for consideration this 1 day of  
September 1968, the Plaintiff appearing by Hubert H. Bryant,

Assistant United States Attorney, and the defendants, Bryce H. McClain  
and Billie L. McClain, husband and wife, Glenn L. Seaton and Helen L.  
Seaton, husband and wife, and Edward Harruff, Jr. and Sonya Harruff,  
husband and wife, appearing not; and

The Court being fully advised and having examined the file  
herein finds that due and legal personal service was made upon the  
defendants, Bryce H. McClain and Billie L. McClain, on July 31, 1968;  
upon the defendants, Edward Harruff, Jr. and Sonya Harruff, on July 29,  
1968; upon the defendants, Glenn L. Seaton and Helen L. Seaton, on  
July 30, 1968, as more fully appears from the Marshal's Return of  
Service of said summons, requiring each of them to Answer the complaint  
filed herein not more than 20 days after service of summons; and

It appearing that the defendants, Bryce H. McClain and  
Billie L. McClain, husband and wife, Glenn L. Seaton and Helen L.  
Seaton, husband and wife, and Edward Harruff, Jr. and Sonya Harruff,  
husband and wife, have failed to file an Answer herein and that default  
has been entered by the Clerk of this Court; and

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; and

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

That the defendants, Bryce H. McClain and Billie L. McClain, husband and wife, did on November 5, 1963, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note for the sum of \$9,050.00, 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, Bryce L. McClain and Billie L. McClain, 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 February 1, 1968, which default has continued and that by reason thereof the defendants are now indebted to the Plaintiff in the sum of \$8,434.67, as unpaid principal, with interest thereon at the rate of  $5\frac{1}{4}\%$  per annum from February 1, 1968, until paid.

It further appears that the defendants, Glenn L. Seaton and Helen L. Seaton, husband and wife, have or claim some right, title, or interest in and to the premises herein being foreclosed by reason of a certain General Warranty Deed, dated August 29, 1967, from Bryce H. McClain and Billie L. McClain, husband and wife, said instrument being filed of record in the Tulsa County Clerk's Office in Book 3833, at Page 1042, but in this regard plaintiff states that whatever right, title, or interest the defendants, Glenn L. Seaton and Helen L. Seaton, husband and wife, have in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff.

It further appears that the defendants, Edward Harruff, Jr. and Sonya Harruff, husband and wife, have or claim some right, title, or interest in and to the premises herein being foreclosed by reason of a certain General Warranty Deed, dated December 27, 1967, from Glenn L. Seaton and Helen L. Seaton, husband and wife, to Edward Harruff, Jr. and Sonya Harruff, husband and wife, said instrument being filed of record in the Tulsa County Clerk's Office in Book 3833 at Page 1043, but in this

regard, plaintiff states that whatever right, title, or interest the defendants, Edward Harruff, Jr. and Sonya Harruff, husband and wife, have 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, Bryce R. McClain and Billie L. McClain, husband and wife, Glenn L. Seaton and Helen S. Seaton, husband and wife, Edward Harruff, Jr. and Sonya Harruff, husband and wife, for the sum of \$8,484.67, with interest thereon at the rate of 5 $\frac{1}{4}$ % per annum from February 1, 1968, 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 heretofore described real property and apply the proceeds thereof, first to the payment of the cost of said sale and this action and then in satisfaction of Plaintiff's judgment herein. 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:

ROBERT H. BRIDGEMAN  
Assistant U. S. Attorney

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

FARMERS INSURANCE EXCHANGE, )  
a reciprocal, )

Plaintiff, )

vs. )

NO. 68 - C - 116

LEONARD D. ROBERTS, GRACE B. )  
ROBERTS, SONNY W. ROBERTS, a )  
minor, and CATHY PINSON, a )  
minor, JERRY PURCELL and )  
ELLIE PURCELL, )

Defendants. )

FILED

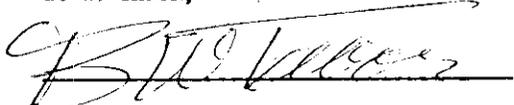
SEP - 9 1968

M. M. EWING  
Clerk, U. S. District Court

STIPULATION OF DISMISSAL

COME now the plaintiff and the defendants and stipulate that the Complaint and Cross-Complaint in the above captioned cause be and the same hereby are dismissed with prejudice for the reason and upon the grounds that the cause has been compromised, settled and resolved.

B. W. TABOR,

  
Attorney for the Defendants,

ALFRED B. KNIGHT,

  
Attorney for the Plaintiff.

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

TERRY LYNN DUFF, )  
 )  
 ) Plaintiff )  
 vs. )  
 )  
 )  
 )  
 THE AETNA CASUALTY AND SURETY )  
 COMPANY, a foreign insurance )  
 corporation, and EMORY L. SMITH, )  
 )  
 ) Defendants )

No. 68 - C - 30

FILED

SEP 10 1968

M. M. EYRE  
Clerk, U. S. District Court

ACKNOWLEDGMENT OF COMPLIANCE BY  
THE PLAINTIFF WITH THE ORDER MADE  
ON AUGUST 9, 1968, SETTING TERMS  
OF DISMISSAL

Comes now the defendant, The Aetna Casualty and Surety Company, a foreign insurance corporation, and by these presents acknowledges that the plaintiff in this lawsuit has met the terms and conditions of the order of this Honorable Court made on August 9, 1968, under which this cause might be by the plaintiff dismissed without prejudice.

In this connection, the defendant, The Aetna Casualty and Surety Company, advises and states to this Court that the plaintiff has paid to this defendant the sum of Five Hundred Dollars (\$500.00) as attorneys' fee and Fifteen Dollars (\$15.00), representing the deposit for costs in this case by said defendant, together with a Ten Dollar (\$10.00) bond premium on the removal bond, and that the plaintiff has fully met the conditions set by the Court under which this cause would be dismissed, and that the cause is now subject to dismissal without prejudice and this defendant so represents and suggest to this Honorable Court that an order of this Court, dismissing said cause without prejudice, should be entered.

GREEN, FELDMAN & HALL

By

W. E. Green

Attorneys for the Defendant The Aetna  
Casualty and Surety Company

ORDER OF DISMISSAL

On this, the 10 day of September, 1968, the defendant The Aetna Casualty and Surety Company, having filed its admission and showing that the plaintiff had complied with the order of this Court made on August 9, 1968, setting the terms of dismissal of this cause without prejudice have been met and that, therefore, this cause should be dismissed, without prejudice.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED that plaintiff's cause of action against the defendants herein be, and the same is, hereby dismissed, without prejudice to the right of the plaintiff to refile same and without prejudice to the defendants to renew their claim for right of removal of any future cause that may be filed.

DONE AND DATED this 10 day of September, 1968.

  
JUDGE

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

United States of America,

Plaintiff,

vs.

J. B. Anderson,

Defendant.

Civil No. 68-C-200

FILED

SEP 10 1968

M. M. EWING  
Clerk, U. S. District Court

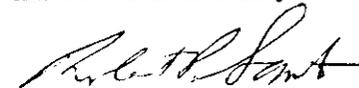
NOTICE OF DISMISSAL WITH PREJUDICE

COMES NOW the United States of America by and through  
its Attorney, Robert P. Santee, Assistant United States Attorney  
for the Northern District of Oklahoma, and gives notice of dismissal  
with prejudice of the above action for the reason that the same has  
been settled.

Entered this 10<sup>th</sup> day of September 1968.

UNITED STATES OF AMERICA

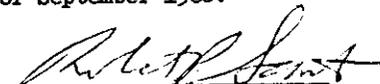
LAWRENCE A. McSOUD  
United States Attorney



ROBERT P. SANTEE  
Assistant U. S. Attorney  
Room 460, U. S. Courthouse  
Tulsa, Oklahoma

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above  
and foregoing Notice of Dismissal With Prejudice was mailed to:  
Mr. G. Raymond Bassmann, Attorney At Law, 212 South Missouri,  
Claremore, Oklahoma, by placing a copy thereof in the United States  
Mails at Tulsa, Oklahoma, on this 10<sup>th</sup> day of September 1968.

  
Robert P. Santee

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,  
Plaintiff,  
vs.  
682.75 Acres of Land, More or Less,  
Situate in Creek & Pawnee Counties,  
Oklahoma, and J. F. Quinlan, et al,  
and Unknown Owners,  
Defendants.

CIVIL ACTION NO. 5924 ✓

Tracts Nos.: 9830-4M  
4523  
4523E-1  
4523E-2

FILED 18

SEP 19 1968

M. M. EWING  
Clerk, U. S. District Court

AMENDMENT TO JUDGMENT

Now, on this 19th day of Sept, 1968, this matter comes on for disposition of the application of the Plaintiff, for an amendment to the Amended Judgment filed herein on June 20, 1968. The Court, after having examined the files and such Amended Judgment, and being advised by counsel, finds that:

1. On page 5 of such instrument it is made to show that certain sums of money had been disbursed, from the deposit in the case, to I. J. Vernon, Clara P. Vernon, and Joe Vernon, and that certain balances were due to each of these individuals.

2. Pursuant to the terms of said Amended Judgment the Clerk of this Court issued Checks Nos. 4374, 4375, and 4376 drawn on the National Bank of Tulsa and payable to the above-named individuals, in payment of the balances due to them.

3. The Order of Distribution entered in this case on March 31, 1965 reflects that in fact certain sums of money different than those set forth on page 5 of the Amended Judgment were paid to these three persons.

The Court, therefore, concludes that the Amended Judgment is in error as to the sums disbursed and as to the balance due to each of the above-named persons and that the checks issued payable to such persons were not in the correct amount, and such instrument should be amended so as to correct such errors.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the Amended Judgment filed herein on June 20, 1968, be and hereby is amended in the following particular only:

On page 5 of such instrument, under the heading "Lessor interest" delete the entire three lines beginning with I. J. Vernon, Clara P. Vernon, and Joe Vernon, and substitute in lieu thereof the following words and figures, to-wit:

I. J. Vernon	1,098.49	.0249656	387.50	710.99
Clara P. Vernon	549.24	.0124828	193.75	355.49
Joe Vernon	549.24	.0124828	193.75	355.49

It Is Further ORDERED that the United States shall obtain and return to the Clerk of this Court the Clerk's Checks Nos. 4374, 4375, and 4376 drawn on the National Bank of Tulsa, dated August 12, 1968 made payable to I. J. Vernon, Clara P. Vernon and Joe Vernon, respectively. The Clerk of this Court shall cancel these three checks and then shall issue new checks to these three persons in the correct amounts based on the figures shown in the amendment set forth above.

*Sister Bohanan*

UNITED STATES DISTRICT JUDGE

APPROVED:

*Hubert A. Marlow*

HUBERT A. MARLOW  
Assistant United States Attorney

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

United States of America,  
  
Plaintiff,  
  
vs.  
  
Barbara E. James,  
  
Defendant.

Civil No. 68-C-203

FILED *pb*

SEP 19 1968

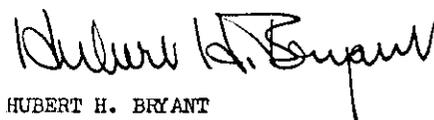
M. M. EYING  
Clerk, U. S. District Court

NOTICE OF DISMISSAL

COMES NOW the United States of America, Plaintiff, by Hubert H. Bryant, Assistant United States Attorney for the Northern District of Oklahoma, and gives notice of its dismissal of its cause of action against the defendant, Barbara E. James, with prejudice.

UNITED STATES OF AMERICA

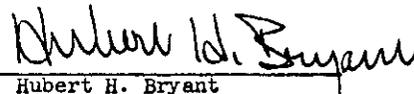
LAWRENCE A. McSOUD  
United States Attorney



HUBERT H. BRYANT  
Assistant U. S. Attorney  
Room 460, U. S. Courthouse  
Tulsa, Oklahoma

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above and foregoing Notice of Dismissal was mailed to: Mr. Paul McGivern, Attorney At Law, 710 South Elwood, Tulsa, Oklahoma, by placing a copy thereof in the United States Mails at Tulsa, Oklahoma, on this 19th day of September, 1968.

  
Hubert H. Bryant

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

CITY NATIONAL BANK IN WICHITA FALLS,  
Plaintiff,

VS

MIDWEST INVESTORS OF AMERICA AND  
COMMUNITY NATIONAL LIFE INSURANCE  
COMPANY,

Defendants.

CIVIL ACTION NO. 68-C-144

**FILED**

SEP 26 1968

M. M. EWING  
Clerk, U. S. District Court

O R D E R

ON THIS, the 26<sup>th</sup> day of September, 1968, came on for consideration the Motion of City National Bank in Wichita Falls to dismiss this cause with prejudice to the right of refiling the same and the Court finds that such Motion should be granted.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the above entitled and numbered cause be, and it is hereby, dismissed with prejudice to the rights of Plaintiff to refiling the same.

LUTHER BOHANON

UNITED STATES DISTRICT JUDGE

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

STATE FARM MUTUAL AUTOMOBILE )  
INSURANCE COMPANY, )  
 )  
Complainant, )  
vs. ) No. 67-C-217  
 )  
MARIE HOLLOWAY, ASSOCIATED )  
INDEMNITY CORPORATION, a )  
Foreign Corporation, MILDRED )  
SHOOP and WILBUR SHOOP, )  
 )  
Defendants. )

**FILED**

SEP 27 1968

M. M. EWING  
Clerk, U. S. District Court

J U D G M E N T

Based upon the Findings of Fact and Conclusions of Law entered and filed herein on the 27<sup>th</sup> day of September, 1968, it is the Judgment of the Court,

1. State Farm Mutual Automobile Insurance Company, Complainant, is not entitled to the relief sought against the defendants, Marie Holloway, Associated Indemnity Corporation, Mildred Shoop and Wilbur Shoop.

2. The Associated Indemnity Corporation policy of insurance issued to Robert J. and Evelyn Shaw did not afford coverage for the accident and resulting injuries which occurred on April 9, 1966.

3. State Farm Mutual Automobile Insurance Company policy of insurance issued to W. E. Holloway, husband of Marie Holloway, affords coverage for Marie Holloway for damages to Mildred Shoop and Wilbur Shoop, resulting from the accident on April 9, 1966, to the extent of the limits of liability provided in said policy.

Costs are assessed against State Farm Mutual Automobile Insurance Company.

Dated this 27 day of September, 1968.

**LUTHER BOHANON**

United States District Judge

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

UNITED STATES OF AMERICA,

-vs-

ALPHONZO WILLIAMS, ET AL,

LUTHER McCORMICK,

Plaintiff,

Defendants,

Intervenor.

NO. 6008 CIVIL ✓

FILED

SEP 30 1958

M. M. EWING  
Clerk, U. S. District Court

ORDER NUNC PRO TUNC

This matter coming on before me the undersigned Judge of the United States District Court for the Northern District of Oklahoma, the Court, being fully advised in the premises and upon consideration thereof, finds that the Journal Entry of Judgment heretofore granted in this cause and specifically paragraph 4 thereof should be and hereby is amended by reciting therein that insofar as the property described below is concerned, the sum due and owing in the amount of \$4,639.93 is due and owing for taxes and sewer and not taxes alone, such property being described as follows, to-wit:

West 1/2 of the Northwest Quarter of the Southeast Quarter of Section 30, Township 20 North, Range 13 East in Tulsa County, Oklahoma.

*Lisa Dougherty*  
\_\_\_\_\_  
JUDGE

O. K.

FRANCIS, FOLLANSBEE & BLOUGH

By *John Francis*  
\_\_\_\_\_  
Attorneys for the Heirs of  
W. L. Foster

UNITED STATES ATTORNEY

BY *James A. Rose*  
\_\_\_\_\_  
U. S. District Attorney  
Assistant  
Attorney for James D. Robinson



hereby forever barred, restrained and enjoined from asserting any further claim, demand, cause of action or claim for relief, and from instituting any action thereon, as against any other party hereto, which either party had, now has, or may hereafter have as against the other party (or any of them), which is in any manner related to any prior acts, occurrences, transactions or dealings between the parties hereto or any of them.

Done in open Court this 27 day of September, 1968.

15/ Luther Bohannon  
United States District Judge

APPROVED AND ACCEPTED  
BY COUNSEL:

Ungerman, Grabel, Ungerman & Leiter

By: William Leiter  
Attorneys for Plaintiff

Whitebook & Raskin

By: R. Raskin

and

Rosenstein, Livingston, Fist & Ringold

By: D. Ringold  
Attorneys for Defendants.

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

SIDNEY WAYNE CAMPBELL, )  
 )  
 Petitioner, )  
 )  
 vs. )  
 )  
 DAVE FAULKNER, Tulsa County )  
 Sheriff and TULSA COUNTY, )  
 State of Oklahoma, )  
 )  
 Respondent. )

No. 68-C-229

FILED

SEP 30 1968

M. M. EWING  
Clerk, U. S. District Court

ORDER

This matter comes on for consideration by the Court upon Petition for Writ of Habeas Corpus filed herein by the petitioner, and the Court having carefully considered said Petition, and being advised in the premises is of the opinion that the Petition for Writ of Habeas Corpus should be denied and this cause dismissed, and

IT IS SO ORDERED.

Dated this 30<sup>th</sup> day of Sept, 1968.

1st Luther Bohannon  
United States District Judge

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

WILLARD WILLY, Secretary of Labor, )  
United States Department of )  
Labor, )

Plaintiff )

v. )

BILL DOENGER FORD, )  
a Corporation, )

Defendant )

CIVIL ACTION

File No. 68-C-64

FILED

OCT 1 1968

M. M. EWING  
Clerk, U. S. District Court

ORDER OF DISMISSAL

Plaintiff has filed his complaint and the defendant has filed its answer and thereafter defendant stipulated that it would comply with the provisions of the Fair Labor Standards Act of 1938 as amended by the Fair Labor Standards Amendments of 1966. The parties having entered into a Stipulation that this action may be dismissed, it is:

ORDERED, ADJUDGED, AND DECREED that the above styled and numbered cause be, and it hereby is, dismissed with prejudice and without costs to either party.

Leted this 1 day of Oct, 1968.

LUTHER BOHANON

United States District Judge

Approved as to Form and Content:

*William E. Ewing*  
Attorney for Plaintiff

*[Signature]*  
Attorney for Defendant

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

United States of America,

Plaintiff,

vs.

George Henry Doty, et al,

Defendants.

Civil No. 68-C-173 ✓

FILED

OCT 1 1968

M. M. EWING  
Clerk, U. S. District Court

NOTICE OF DISMISSAL

COMES NOW the Plaintiff, United States of America, by and through its Attorney, Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and gives notice of dismissal with prejudice of the above action as to George Henry Doty, Thomas W. Doty, Thomas Edward Doty, Marjorie E. Doty and George Clinton Doty. Plaintiff gives the following reason for such notice of dismissal with prejudice:

A settlement has been arrived at by and between the Plaintiff, United States of America, and defendant, George Henry Doty, which settlement resolves the issue as to all the defendants.

Entered this 1st day of October 1968.

UNITED STATES OF AMERICA

LAWRENCE A. MCSOUD  
United States Attorney



ROBERT P. SANTEE  
Assistant U. S. Attorney  
Room 460, U. S. Courthouse  
Tulsa, Oklahoma

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

US District Court  
Filed

Sep - 6 - 1968

S. D. of N.Y.

65 Civ. 737

DONALD QUICK and BEATRICE QUICK,  
Plaintiffs,

-against-

AMERICAN STEEL & PUMP CORPORATION,  
Defendant.

PARTIAL SATISFACTION  
OF JUDGMENT

# 68,892

WHEREAS, a judgment was entered in the above-entitled  
action on October 10, 1957 in the United States District Court  
for the Southern District of New York in favor of plaintiffs,  
Donald Quick and Beatrice Quick, and against defendant, American  
Steel & Pump Corporation, for the below mentioned sums:

10/3/68  
C.A.C.

- (1) THAT the plaintiff, DONALD QUICK, recover of the defendant, AMERICAN STEEL & PUMP CORPORATION, the sum of \$25,875.00 with interest thereon at the rate of 6% per annum on \$7,837.50 from February 15, 1955 in the amount of \$731.23; and on \$7,837.50 from February 15, 1957 in the amount of \$260.98; making a total amount of \$16,667.21; and
- (2) THAT defendant, AMERICAN STEEL & PUMP CORPORATION, pay to plaintiff, DONALD QUICK, on the 15th day of February, 1968, and on the 15th day of February, in each succeeding year thereafter for the rest of his natural life, the sum of \$7,837.50; and
- (3) THAT upon the death of plaintiff, DONALD QUICK, defendant, AMERICAN STEEL & PUMP CORPORATION pay to his Estate \$7,837.50 multiplied by a fraction the denominator of which is twelve and the numerator of which is the number of months DONALD QUICK shall have lived since February 15th, of the preceding year; and

- (4) THAT defendant, AMERICAN STEEL & PIPE CORPORATION, pay to plaintiff, BEATRICE QUICK, if she should survive DONALD QUICK, the sum of \$8,918.75 each year on the anniversary date of the death of plaintiff, DONALD QUICK, for the rest of her natural life, but not beyond the year 1993; and
- (5) That in the event that the aggregate of the amounts paid to plaintiff, DONALD QUICK, and his wife, plaintiff, BEATRICE QUICK, by defendant, AMERICAN STEEL & PIPE CORPORATION, up to the death of the survivor total less than \$78,375.00, then the difference between \$78,375.00 and the aggregate of the amounts actually paid to DONALD QUICK and BEATRICE QUICK (exclusive of interest) shall be paid to the Estate of the survivor in equal annual installments commencing on the anniversary date of the death of the survivor for a period of five (5) years; and
- (6) THAT plaintiffs, DONALD QUICK and BEATRICE QUICK, sever their cause of action from the defendant, AMERICAN STEEL & PIPE CORPORATION.

WHEREAS that part of the judgment as set forth in subdivisions "(1)" and "(6)" and that part of subdivision "(2)" above, to the extent of the sum of \$7,437.50 due and owing on the 15th day of February, 1957, has been paid and satisfied; and

WHEREAS the remainder of said judgment and more particularly the part of subdivision "(3)" above requiring annual payments to and after February 15, 1957, and those parts of the said judgment in subdivisions "(4)", "(5)" and "(6)" above, remain unpaid;

10/3/68  
C.B.C.

AND WHEREAS the undersigned are certified that there are no outstanding executions or writs of attachment within the jurisdiction of this court;

IT IS ORDERED that partial satisfaction of said judgment is hereby acknowledged and the said Clerks are hereby authorized and

directed to make an entry of partial satisfaction on the docket  
of said judgment.

Dated:

BERENCOFF & GRAHAM, ESQS.

By Austin D. Graham  
Austin D. Graham, a Partner

Attorneys for Plaintiffs,  
Donald Quick and Beatrice Quick  
230 Park Avenue  
New York, N.Y. 10017

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the 2<sup>nd</sup> day of September, 1968, before me per-  
sonally came AUSTIN D. GRAHAM, ESQ., to me known and known to  
me to be a partner of the attorneys for plaintiffs in the  
above entitled action, and to be the same person described in  
and who executed the within partial satisfaction of judgment  
and severally acknowledged to me that he executed the same.

10/3/68  
C.B.C.

Jay M. Harris  
Notary Public

A TRUE COPY  
John J. O'Leary, Jr., Clerk

By [Signature]  
Deputy Clerk