

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

United States of America,

Plaintiff,

vs.

James E. Miller, d/b/a International
House, and Bettye L. Miller,

Defendants.

Civil Action No. 70-C-106 ✓

FILED

NOV 2 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

ORDER CONFIRMING MARSHAL'S SALE

NOW, on this 3rd day of October, 1970, there comes on for consideration the Motion to Confirm Sale made by the United States Marshal for the Northern District of Oklahoma on the 20th day of October, 1970, under an Order of Sale dated September 7, 1970, of the following described real property, to-wit:

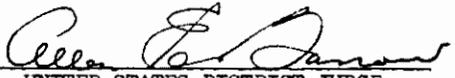
Lot Four (4), Block Five (5), Davis and Wilson Heights, according to the official plat of record in the office of the County Clerk in and for Tulsa County, State of Oklahoma.

And the Court having examined the proceedings of the United States Marshal under the said Order of Sale, there being no exceptions thereto and no one appearing in opposition thereto, finds that due and legal notice of the sale was given once a week for four (4) consecutive weeks prior to the date of said sale in the Tulsa Daily Legal News, a daily newspaper of general circulation in Tulsa County, State of Oklahoma, and that on the day fixed therein the afore-said property was sold to Mr. James Embree of the Small Business Administration, which was represented at such sale by Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, he being the highest and best bidder therefor.

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

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

IT IS FURTHER ORDERED THAT Harry Connally, United States Marshal for the Northern District of Oklahoma, execute and deliver to the purchaser, the Small Business Administration, a good and sufficient deed for the above-described real property.


UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT P. SANTEE
Assistant United States Attorney

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

LEROY TENNISON,)
)
 Plaintiff,) 70-C-47
)
 vs.)
)
 JAMES HEWGLEY, MAYOR OF THE)
 CITY OF TULSA, OKLAHOMA,)
 ET AL.,)
)
 Defendants.)

ORDER DISMISSING CAUSE OF ACTION

Upon the oral motion of plaintiff in open Court to dismiss
this cause of action,

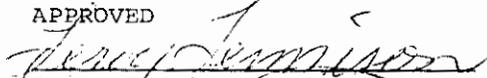
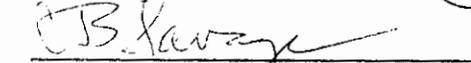
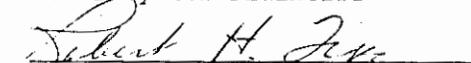
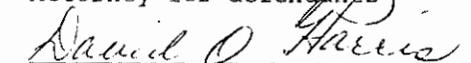
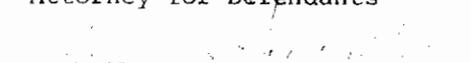
IT IS, THEREFORE, ORDERED that the complaint and cause of
action be and the same is hereby dismissed with prejudice.

ENTERED this 2nd day of November, 1970.



UNITED STATES DISTRICT JUDGE

APPROVED


Leroy Tennison
Attorney for Plaintiff
Attorney for Plaintiff
Attorney for defendants
Attorney for Defendants
Attorney for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

79.86 Acres of Land, More or Less,
Situate in Rogers County, State of
Oklahoma, and Heirs of James F.
Collins, Deceased, et al, and
Unknown Owners,

Defendants.)

CIVIL ACTION NO. 69-C-124

Tract No. 400M

FILED

NOV 3 1970

JOHN H. POE Clerk
U. S. DISTRICT COURT

J U D G M E N T

1.

On April 28, 1970, this cause came on for pre-trial conference before the Honorable Allen E. Barrow, Judge of the United States District Court for the Northern District of Oklahoma. The plaintiff, United States of America, appeared by Hubert A. Marlow, Assistant United States Attorney for the Northern District of Oklahoma. Mr. Harold E. Woodson, manager of the Prospect Company appeared for that defendant. Mr. Glenn H. Chappell, attorney, appeared for the defendant S. E. Richards and advised that said defendant was filing a disclaimer of any interest in the subject property. No other defendants appeared either in person or by counsel. After being advised by counsel for plaintiff, and having examined the files in the case, the Court finds:

2.

The Court has jurisdiction of the parties and the subject matter of this action. This judgment applies only to the estate condemned in Tract No. 400M, as such tract and estate are described in the Complaint filed herein.

3.

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 the subject tract.

4.

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 tract, as such tract is particularly described in such Complaint. Pursuant thereto, on June 18, 1969, the United States of America filed its Declaration of Taking and title to the property, as particularly described in the Complaint, should be vested in the United States of America, as of June 18, 1969.

5.

Simultaneously with filing herein the Declaration of Taking, there was deposited in the Registry of this Court, as estimated compensation for the taking of the subject property, a certain sum of money, none of which has been disbursed as shown in paragraph 10.

6.

At the pre-trial conference it appeared that there was no dispute between the parties as to the amount of just compensation which should be paid for the taking of the subject property. Since the pre-trial the Court has been advised that all parties agree that the amount as set forth below in paragraph 10, represents just compensation. Therefore, such sum should be adopted as the award in this case.

7.

The defendants named in paragraph 10 as owners of subject property are the only defendants asserting any interest in the estate condemned in the subject property, all other defendants having either disclaimed or defaulted; the named defendants were the owners of such estate, as of the date of taking, and as such, are entitled to receive the award of just compensation.

8.

This judgment will create a surplus in the deposit for the subject tract, as shown below in paragraph 10. Such surplus should be refunded to the plaintiff.

9.

It Is, Therefore, ORDERED, ADJUDGED AND DECREED that the United States of America has the right, power, and authority to condemn for public use Tract No. 408M, as such tract is particularly described in the Complaint

filed herein; and such property, to the extent of the estate described in such Complaint is condemned, and title thereto is vested in the United States of America as of June 18, 1969, and all defendants herein and all other persons interested in such estate are forever barred from asserting any claim to such estate.

10.

It Is Further ORDERED, ADJUDGED AND DECREED that on the date of taking, the owners of the estate condemned herein in the subject property were the defendants whose names appear in the schedule below; the right to receive the just compensation for the estate taken in this property is vested in the parties so named; and the sum of \$1,121.00 hereby is adopted as the award of just compensation for the estate herein taken in subject property; and such award is allocated among the owners as follows, to-wit:

Tract No. 408M

Owners:

Lessor Interest:

The Prospect Company - - - - - 1/4
 Heirs of James F. Collins,
 deceased, who are:
 Wilma Louise Scott)
 Melva Maurene Byer) - - - - 3/4
 Gwendolyn Ann Cloninger)

Leasehold Interest:

Rotary Drilling and Exploration Co., Inc.
 and
 J. J. Murphy Investment Co.

Deposited as estimated compensation - - - - -		\$ 3,819.00
Award of just compensation, for all interests, pursuant to Court's findings - - - - -	\$1,121.00	1,121.00
Allocation of award:		
to lessor interest - - - - -	\$1,119.00	
to leasehold interest - - - - -	2.00	
Disbursed to owners - - - - -	none	
Balance due to owners - - - - -	\$1,121.00	
Deposit surplus - - - - -		\$ 2,698.00

It Is Further ORDERED that the Clerk of this Court shall disburse the deposit in this case as follows:

To:		
	The Prospect Company - - - - -	\$ 279.75
	Wilma Louise Scott, Melva Maurene Byer, and Gwendolyn Ann Cloninger, jointly -	339.25
	Rotary Drilling and Exploration Co., Inc.	1.00
	J. J. Murphy Investment Company - - - -	1.00
	Treasurer, United States of America - -	2,698.00

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

Approved:

/s/ Hubert A. Marlow

HUBERT A. MARLOW
Assistant U. S. Attorney

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

BOARD OF TRUSTEES,)
PIPE LINE INDUSTRY)
BENEFIT FUND,)

Plaintiff,)

-vs-

No. 70-C-321 ✓

CONSOLIDATED GAS & SERVICE)
COMPANY,)

Defendant.)

FILED

NOV 4 1970 ✓

John L. Clark
U. S. DISTRICT COURT

NOTICE OF DISMISSAL

COMES NOW the plaintiff above-named, appearing by its counsel,
William K. Powers, pursuant to Rule 41 of the Rules of Civil Pro-
cedure, and hereby files notice of the dismissal of said action and
represents that all liabilities and penalties due and owing plain-
tiff, which are the subject of this cause of action, have been
satisfied and that all issues and matters between the parties are
now resolved, leaving nothing for the determination of the Court.

WHEREUPON, said action is dismissed.

PIPE LINE INDUSTRY BENEFIT FUND,

By _____

William K. Powers, Its Attorney
1501 4th National Bank Bldg.
Tulsa, Oklahoma 74119

Certificate of Mailing

I, William K. Powers, hereby certify that on the 4th day of
November, 1970, a true and correct copy of the foregoing Notice of
Dismissal was mailed to Consolidated Gas & Service Company, P. O.
Box 248, Warren, Pennsylvania 16365, with proper postage thereon
fully prepaid.

William K. Powers

WKP:omn
11/4/70

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

The United States of America,

Plaintiff,

vs.

Civil No. 10-C-224

Everett E. Copeland and Dorothy J.
Copeland, Paul R. Scribner, S. Louise
Scribner, James Ralph Morton and
Virginia Mae Morton,

Defendants.

FILED

NOV 9 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

[Handwritten signature]
NOV 10 1970
U. S. DISTRICT COURT
Clerk
[Handwritten initials]

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 9th day of November, 1970, the defendants, Paul R. Scribner and S. Louise Scribner, appearing on their own behalf, and the defendants, Everett E. Copeland and Dorothy J. Copeland, and James Ralph Morton and Virginia Mae Morton, appearing not; and

The Court being fully advised and having examined the file herein finds that the defendants, Paul R. Scribner and S. Louise Scribner, have heretofore filed their Answer 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, Everett E. Copeland and Dorothy J. Copeland, and Paul R. Scribner and S. Louise Scribner, requiring each of them to answer the complaint filed herein not more than twenty (20) days after service of summons; and it further appearing that legal service by publication was made upon the defendants, James Ralph Morton and Virginia Mae Morton, requiring each of them to answer the complaint filed herein no later than October 28, 1970, and it appearing that the defendants, Everett E. Copeland and Dorothy J. Copeland, and James Ralph Morton and Virginia Mae Morton, have failed to file an Answer herein and 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; and

The Court further finds that the defendants, Everett E. Copeland and Dorothy J. Copeland, did, on May 11, 1965, execute and deliver to the Administrator of Veterans Affairs their mortgage and mortgage note for the sum of \$2,250.00, 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 appearing that the defendants, Paul R. Scribner and S. Louise Scribner, have or claim some right, title or interest in and to the premises herein being foreclosed by reason of a General Warranty Deed, dated January 6, 1969, filed of record in the Office of the County Clerk of Tulsa County, Oklahoma, on January 6, 1969, in Book 3875, Page 741, but in this regard, plaintiff states that whatever right, title or interest the defendants, Paul R. Scribner and S. Louise Scribner, have in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

It further appearing that the defendants, James Ralph Morton and Virginia Mae Morton, have or claim some right, title, or interest in and to the premises herein being foreclosed by reason of a General Warranty Deed, dated August 29, 1969, and filed of record in the Office of the County Clerk, Tulsa County, Oklahoma, on September 16, 1969, in Book 3902, Page 1524, but in this regard, plaintiff states that whatever right, title, or interest the defendants, James Ralph Morton and Virginia Mae Morton, have in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

It further appearing that the defendants, Everett E. Copeland and Dorothy J. Copeland, Paul R. Scribner and S. Louise Scribner, and James Ralph Morton and Virginia Mae Morton, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make monthly installments due thereon on October 1, 1969, which default has continued and that by reason thereof the defendants are now indebted to the Plaintiff in the sum of \$9,939.28, with interest thereon at the rate of 5 3/4% per annum from October 1, 1969, until paid, plus the cost of this action accrued and accruing, plus the sum of \$22.00 expended for abstracting fees.

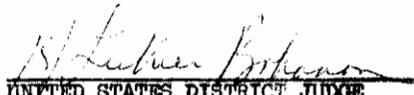
IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants, Everett E. Copeland and Dorothy J. Copeland, Paul R. Scribner and S. Louise Scribner, and James Ralph Morton and Virginia Mae Morton, to satisfy

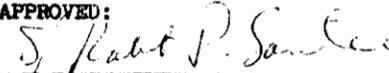
the judgment of the Plaintiff herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisal, the following described real property:

Lot Thirteen (13), Block Seven (7), Suburban Acres Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof,

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, Everett E. Copeland and Dorothy J. Copeland, Paul R. Scribner and S. Louise Scribner, James Ralph Morton and Virginia Mae Morton, 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.


UNITED STATES DISTRICT JUDGE

APPROVED:

ROBERT P. BANTEE
Assistant U. S. Attorney

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

COOLIDGE H. PARTEE,)	
)	
Plaintiff,)	69-C-283
)	
vs.)	
)	
ROBERT FINCH, SECRETARY OF)	
HEALTH, EDUCATION AND WELFARE,)	
)	
Defendant.)	

ORDER SUSTAINING DEFENDANT'S MOTION FOR SUMMARY
JUDGMENT AND OVERRULING PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT

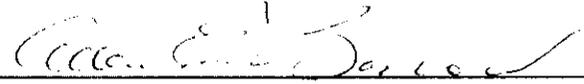
The Court has for consideration the motion for summary judgment filed by the defendant, the motion for summary judgment filed by the plaintiff, the briefs in support thereof, and the transcript of the proceedings relating to plaintiff's application for disability benefits, and finds:

1. The findings of the Secretary of Health, Education and Welfare as to facts in a social security case, if supported by substantial evidence, are conclusive.
2. The transcript discloses that the plaintiff had a full and fair hearing, and the finding that he was not disabled to the extent required under the Social Security Act is supported by substantial evidence.
3. Claimant has not met the burden of showing he cannot return to his usual occupation or engage in any substantial gainful activity.

IT IS, THEREFORE, ORDERED that the Motion of the defendant for summary judgment is sustained and the Motion of the plaintiff

for summary judgment is overruled and judgment is entered for the defendant.

ENTERED this 10th day of ^{November} October, 1970.


UNITED STATES DISTRICT JUDGE

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

JAMES E. WILSON, JR.,)

Plaintiff,)

vs.)

NO. 70-C-134 ✓

BENDIX CORPORATION-MACKLIN)
SALES DIVISION and BIG THREE)
INDUSTRIAL GAS & EQUIPMENT)
CO., a corporation,)

Defendants.)

FILED

NOV 10 1970 *m*

JOHN H. PUE, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

It appearing to the Court that all issues of law and fact in
the above captioned case have been fully compromised and settled, the
cause is hereby dismissed with prejudice.

Luther Bohannon
UNITED STATES DISTRICT JUDGE

APPROVED:

[Signature]
Attorney for Plaintiff

Attorney for Defendant

3. Oscar C. Williams had a definite understanding with his minor son that he should always have a licensed driver in the front seat when he was driving, pursuant to his restricted learner's permit, and had never allowed his minor son to drive a vehicle without a licensed driver in the front seat with him. (Deposition, pp. 14-47)

4. Oscar Williams, Jr. had never driven a vehicle without a licensed driver in the front seat, except on the day of the accident. (Deposition p. 19 and statements, unverified on Oscar C. Williams, Helen Williams and Oscar C. Williams, Jr.)

5. Each child in the family knew that they were never to drive the family vehicle without express permission and knowledge of their parents. (Deposition p. 48)

6. Oscar Williams, Jr. had never driven a vehicle without express permission of his parents, nor had any other of the children. (Deposition pp. 19, 21 and 22)

7. On the date of the accident no one suspected or had knowledge that Oscar Williams, Jr. intended to take the vehicle. (Deposition pp. 20-47)

8. No one, authorized or gave permission, or had knowledge that Oscar Williams, Jr. would use said automobile on the day in question. (Deposition pp. 20, 21, 46, 47, 48 and statements, unverified of Oscar C. Williams, Helen Williams and Oscar C. Williams, Jr.)

9. Oscar Williams, Jr. had never taken the keys to any vehicle without permission. (Deposition p. 49)

Based on the above stated facts, the Court finds there is no evidence in the record to show a course of conduct from which the parents' consent could be implied and there is no evidence in the record that they had given their consent to use the automobile in question without a licensed driver in the front seat. Coker v. Moose (Okla. 1937) 68 P.2d 504; Allen v. Hickman (Okla. 1963) 383 P.2d 676.

The provisions of Rule 56, Federal Rules of Civil Procedure, provide that a motion for summary judgment shall be granted when the pleadings, depositions and admissions on file, show that there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. Hanley v. Chrysler Motors Corporation No. 607-69, Tenth Circuit Court of Appeals, Filed November 6, 1970.

IT IS, THEREFORE, ORDERED that the plaintiff's motion for summary judgment be and the same is hereby sustained and judgment is hereby entered against the defendants and intervenors and in favor of the plaintiff because Oscar C. Williams, Jr. was not a permissive user or insured under the policy of the plaintiff and due to the lack of permission there is no responsibility under the theory of permissive use or negligent entrustment.

ENTERED this 10 day of November, 1970.



UNITED STATES DISTRICT JUDGE

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

United States of America,

Plaintiff,

vs.

Civil No. 70-C-219

Julius C. McGee a/k/a Julius
Charles McGee, Brenda J. McGee
a/k/a Brenda Joyce McGee, Credit
Plan, Inc., North American Accept-
ance Corp., Woolco Department
Store, William E. Rutledge, Referee
In Bankruptcy, Stephens & Ghostbear,
Attorneys At Law,

Defendants.

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JUDGMENT OF FORECLOSURE

THIS MATTER COMES ON for consideration this 7th day of
November, 1970, the defendants, Julius C. McGee a/k/a Julius Charles
McGee, Brenda J. McGee a/k/a Brenda Joyce McGee, Credit Plan, Inc.,
North American Acceptance Corporation, Woolco Department Store,
William E. Rutledge, Referee In Bankruptcy, Stephens & Ghostbear,
Attorneys At Law, appearing not; and

The Court being fully advised and having examined the file
herein finds that the defendants, Credit Plan, Inc., North American
Acceptance Corporation, Woolco Department Store, William E. Rutledge,
Referee In Bankruptcy, Stephens & Ghostbear, Attorneys At Law, were
served by due and legal personal service of summons on July 20, July 23,
July 20, July 17 and July 21, 1970, respectively, requiring each of them
to answer the complaint filed herein not more than twenty (20) days after
service of summons; and it further appearing that legal service by
publication was made upon the defendants, Julius C. McGee a/k/a Julius
Charles McGee, Brenda J. McGee a/k/a Brenda Joyce McGee, requiring each
of them to answer the complaint filed herein no later than October 28,
1970, and it appearing that the defendants, Julius C. McGee a/k/a Julius
Charles McGee, Brenda J. McGee a/k/a Brenda Joyce McGee, have failed to
file an Answer herein and 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, Julius C. McGee and Brenda J. McGee, did, on September 15, 1967, 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 6% per annum, and further providing for the payment of monthly installments of principal and interest; and

It further appearing that the defendant, Credit Plan, Inc., has or claims some right, title, or interest in and to the premises herein being foreclosed by reason of a Second Real Estate Mortgage, dated May 14, 1968, and filed of record June 11, 1968, in the office of the County Clerk of Tulsa County, Oklahoma, in Book 3850, Page 1743, but in this regard, plaintiff states that whatever right, title or interest the defendant, Credit Plan, Inc., has in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

It further appearing that the defendant, North American Acceptance Corporation, has or claims some right, title, or interest in and to the premises herein being foreclosed by reason of an assignment of a Mechanic's Lien in favor of South-Land Carpet Company (signed John Stanmeyer, Owner) vs. Julius C. and Brenda McGee, being No. 50613, filed of record May 27, 1968, in the District Court Within and For Tulsa County, Oklahoma, but in this regard, plaintiff states that whatever right, title, or interest the defendant, North American Acceptance Corporation, has in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

It further appearing that the defendant, Woolco Department Store, has or claims some right, title, or interest in and to the premises herein being foreclosed by reason of a Judgment dated September 25, 1969, being No. CSJ-69-1990, filed of record September 26, 1969, in the District Court Within and For Tulsa County, Oklahoma, Special Judges Division, but in this regard, plaintiff states that whatever right, title, or interest the defendant, Woolco Department Store, has in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

It further appearing that the defendant, William E. Rutledge, Referee In Bankruptcy, has or claims some right, title, or interest in and to the premises herein being foreclosed by reason of Bankruptcy Cases Nos. 70-B-93 and 70-B-94, Consolidated February 19, 1970, into No. 70-B-94, In the Matter of Brenda Joyce McGee and Julius Charles McGee, and filed of record in the United States District Court Within and for the Northern District of Oklahoma, on February 2, 1970, but in this regard, plaintiff states that whatever right, title, or interest the defendant, William E. Rutledge, Referee In Bankruptcy, has in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

It further appearing that the defendants, Stephens & Ghostbear, Attorneys at Law, have or claim some right, title, or interest in and to the premises herein being foreclosed by reason of unliquidated Judgment for Attorneys Fees, in the matter of Consolidated Bankruptcy No. 70-B-94, dated February 19, 1970, in the United States District Court Within and For the Northern District of Oklahoma, filed February 2, 1970, but in this regard, plaintiff states that whatever right, title, or interest the defendants, Stephens & Ghostbear, Attorneys At Law, have in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

It further appearing that the defendants, Julius C. McGee a/k/a Julius Charles McGee, and Brenda J. McGee a/k/a Brenda Joyce McGee, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make monthly installments due thereon on June 1, 1969, which default has continued and that by reason thereof the defendants are now indebted to the Plaintiff in the sum of \$7,505.81, with interest thereon at the rate of 6% per annua from June 1, 1969, until paid.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, have and recover judgment against the defendants, Julius C. McGee a/k/a Julius Charles McGee and Brenda J. McGee a/k/a Brenda Joyce McGee, for the sum of \$7,505.81, with interest thereon at the rate of 6% per annum from June 1, 1969, until paid, plus the cost of this action accrued and accruing, plus the sum of \$22.00 expended for abstracting fees.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants, Julius C. McGee a/k/a Julius Charles McGee and Brenda J. McGee a/k/a Brenda Joyce McGee, 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 appraisement, the following described real property:

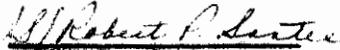
Lot One (1), Block One (1), Melrose 2nd
Addition to Tulsa, Tulsa County, State of
Oklahoma, according to the recorded plat
thereof,

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 THEREFORE FURTHER ORDERED, ADJUDGED and DECREED that from and after the sale of said property under and by virtue of this judgment, the defendants, Julius C. McGee a/k/a Julius Charles McGee and Brenda J. McGee a/k/a Brenda Joyce McGee, 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.


UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT P. SANTEE
Assistant U. S. Attorney

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

LAWRENCE J. KEATING,)
)
) Plaintiff,)
 vs.)
)
 SECRETARY OF HEALTH, EDUCATION)
 AND WELFARE OF THE UNITED)
 STATES OF AMERICA,)
)
) Defendant.)

No. 70-C-194

FILED
NOV 12 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

J U D G M E N T

This cause comes on for consideration by the Court upon the pleadings and transcript of the record in this cause denying plaintiff disability benefits under the Social Security Act, as amended, at any time subsequent to November 15, 1969, and the Court having carefully examined the record and in addition thereto has examined a report made or dated August 13, 1970, by Dr. James C. Mayoza, M. D. addressed to the attorney for the plaintiff, and which report was not before the hearing examiner when this case was heard by him.

IT IS, THEREFORE, THE JUDGMENT of this Court in order to see that the Secretary has all of the evidence available to consider, that this cause be remanded for the purpose of a rehearing and particularly consideration of Dr. Mayoza's report dated August 13, 1970.

Dated this 10 day of November, 1970.

Kathy Bohannon
United States District Judge

IEU:sib
10/28/70

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

IN THE MATTER OF:)	
)	In Proceedings for the
THE VANDEVER COMPANY, INC.,)	Reorganization of a Corporation
)	
Debtor.)	No. 70-B-786

FILED

NOV 12 1970

ORDER DISMISSING CHAPTER X PROCEEDINGS
AND FIXING COMPENSATION FOR CO-TRUSTEES,
ATTORNEYS FOR CO-TRUSTEES & COURT APPOINTED AUDITORS. JOHN H. POE, Clerk
DISTRICT COURT

NOW, on this 12th day of November, 1970, there having come on for hearing before the undersigned United States District Judge the Application of J. L. Burke and Julian J. Rothbaum, Co-Trustees for the above named debtor, seeking an Order under Section 236 (2) of the Bankruptcy Act dismissing this proceeding, and notice of this hearing having been given as prescribed by this Court in an Order entered on the 2nd day of November 1970, and there further having come on for hearing at this time the Application filed herein by J. L. Burke and Julian J. Rothbaum, Co-Trustees herein, seeking the allowance to them of fees for services performed herein as court-appointed Co-Trustees herein, and there further having come on for hearing before this Court on this date the Application of Irvine E. Ungerman and Pat Malloy, court-appointed attorneys for the Co-Trustees herein, seeking the allowance to them as compensation for services rendered as said counsel for the said Trustees, and the Court after hearing the said Applications and being well and sufficiently advised in this proceeding finds that the 2nd day of November, 1970, has been heretofore fixed as the last day of the time within which plans for the reorganization of the said above named debtor might be proposed herein, and no plan having been proposed within such time and it further appearing that no further extension of time for the proposal of plan should be granted, and that the dismissal of this proceeding is in the best interest of the creditors and stockholders herein, and it further appearing to this Court that a change in ownership of the control of The Vandever Company, Inc. has taken place, and that by virtue thereof, the stockholders of The Vandever Company, Inc. have received a substantial sum for their stock interest in the corporation, and it is to the best interest of the creditors of the said debtor herein that the proceedings herein be dismissed in their entirety, and that the debtor herein has proposed and agreed to bear all the costs and expenses of the administration of this proceeding herein:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THIS COURT:

I

THAT this proceeding under Chapter X of the said Bankruptcy

LAW OFFICES
UNGERMAN,
GRABEL,
UNGERMAN
& LEITER

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

Act be, and the same is hereby dismissed.

II

That J. L. Burke and Julian J. Rothbaum, Co-Trustees herein, be, and they are hereby awarded a joint fee of \$33,000.00 for their services performed herein and under the Orders of this Court, and the said debtor herein be, and it is hereby ordered and directed to cause said fees to be paid to the Co-Trustees forthwith.

III

That Irvine E. Ungerman and Pat Malloy, Co-counsel for the Co-Trustees herein be, and they are jointly allowed an attorney fee of \$39,000.00 for their services performed herein and in connection with the administration of this estate and necessary to be performed in closing out the matters involved herein, and that the debtor herein be, and it is hereby ordered and directed to cause said fees to be paid forthwith.

IV

That the firm of Arthur Young & Company be, and it is hereby allowed a fee of \$25,500.00 for the services rendered herein as court appointed auditors in connection with the audit made of the books and records of The Vandever Company, Inc. and for their services rendered to the Co-Trustees herein.

V

That Sam P. Daniel, Jr., be, and he is hereby awarded an attorney fee in the sum of \$1,500.00 for his services rendered herein as counsel for the debtor herein, and the debtor herein be, and it is hereby ordered and directed to cause said fee to be paid forthwith.

VI

That Ralph Bogart be and he is hereby awarded the sum of \$1,000.00 for his services rendered herein with respect to making an audit for the Trustees of all the insurance policies and records and recommendations pertaining thereto.

VII

That The Vandever Company, Inc. forthwith cause to be paid to all of its trade creditors and service rendering firms, persons and corporations the full amount of their respective claims due from The Vandever Company, Inc. except the indebtedness due and owing to Teachers Insurance and Annuity Association of America and to North American Financial Corporation with whom The Vandever Company, Inc. has made special arrangements for the liquidation of their respective claims on a settlement basis.

VIII

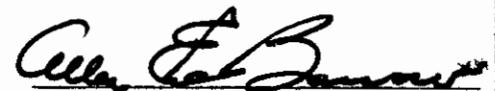
That the claim of North American Financial Corporation against the debtor herein, and the claim of the debtor and certain of its stockholders against North American Financial Corporation, as reflected in Civil Action No. 70-C-87 of the files of this Court having been reported to the Court as having been fully compromised and settled upon terms satisfactory to the debtor and to the counter-claimant, North American Financial Corporation, and the Court having approved the terms of the settlement as reported with the result that the claim of North American Financial Corporation is satisfied, and in open Court such satisfaction is acknowledged, it is ordered that the parties to the settlement be and they are hereby directed to execute all of the necessary documents consummating said settlement.

IX

That upon the said expenses of administration being paid and the trade creditors and service rendering firms, persons and corporations being paid the entire amount of their respective indebtedness due from The Vandever Company, Inc. then upon proof of said fact being submitted to this Court the said Co-Trustees herein, J. L. Burke and Julian J. Rothbaum, be, and they are hereby authorized and directed to turn over all of the assets and property of the said debtor remaining in their possession and under their control to the said debtor corporation.

X

That pending said turnover, the allowances, obligations, as set forth herein, costs and expenses allowed herein shall constitute a first lien upon all the assets and property of The Vandever Company, Inc., until the payment thereof and this Court specifically retains jurisdiction over said property and assets of The Vandever Company Inc. being retransferred to debtor and the proceeds that may be derived from said property and assets until complete satisfaction of such allowances, obligations, costs and expenses as provided for herein have been made.


United States District Judge

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

THE VANDEVER COMPANY, INC., et al,
Plaintiffs,
vs.
NORTH AMERICAN FINANCIAL CORPORATION,
Defendant.

Civil Action ✓
No. 70-C-87

FILED

NOV 12 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

Upon the joint motion of the plaintiffs and the defendant
IT IS ORDERED that the settlement agreed upon by the parties
for disposition of this action as set forth and described in
their joint motion is hereby approved.

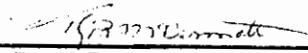
Further upon the joint motion of the said parties all of
the claims of the plaintiffs asserted in this action are hereby
dismissed with prejudice to future action upon and respecting
the same; and all of the counterclaims of the defendant asserted
in this action are hereby dismissed with prejudice to future
action upon and respecting the same.

Dated at Tulsa, Oklahoma, this 12th day of November, 1970.


U. S. District Judge

FORM APPROVED:


Tom R. Brett, Attorney for Plaintiffs


R. B. McDermott, Attorney for Defendant.

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

United States of America,

Plaintiff,

vs.

Civil No. 70-C-224

Everett E. Copeland and
Dorothy J. Copeland, Paul R.
Scribner, S. Louise Scribner,
James Ralph Morton and
Virginia Mae Morton,

Defendants.

FILED
NOV 16 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

AMENDMENT TO JUDGMENT OF FORECLOSURE

NOW, on this 13th day of November, 1970, the Court has before

it for consideration the Amendment To Judgment, which original Judgment was entered November 9, 1970. After due deliberation, the Court finds as follows:

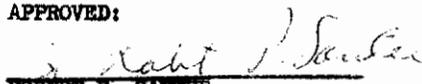
(1) The original Judgment filed November 9, 1970, should be amended by adding the below written paragraph following the fourth paragraph on Page 2 of said Judgment:

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, have and recover judgment against the defendants, Everett E. Copeland and Dorothy J. Copeland, Paul R. Scribner and S. Louise Scribner, and James Ralph Morton and Virginia Mae Morton, for the sum of \$9,039.28, with interest thereon at the rate of 5 3/4% per annum from October 1, 1969, until paid, plus the cost of this action accrued and accruing, plus the sum of \$22.00 expended for abstracting fees.

NOW, IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the original Judgment entered herein on November 9, 1970, be amended to include the above written paragraph following the fourth paragraph on Page 2 of said original Judgment.


UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT P. BANTEE
Assistant U. S. Attorney

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

TOMMY LEE BARNHART,)
)
 Plaintiff,)
)
 vs.)
)
 INTERNATIONAL HARVESTER COMPANY,)
 A Foreign Corporation,)
)
 Defendant.)

NO. 69-C-116

FILED

NOV 17 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

JUDGMENT ON JURY VERDICT

THIS action came on regularly for trial on the 2nd day of November, 1970, the Plaintiff appearing by his attorney David H. Sanders and Floyd L. Walker, and the Defendant appearing by its attorneys, Best, Sharp, Thomas & Glass, by Joseph Best. A jury of twelve (12) persons was regularly impaneled and sworn to try the cause according to law. The witnesses on the part of the Plaintiff and Defendant were sworn and examined, and after hearing the evidence, the arguments of counsel and the instructions of the Court, the jury retired to consider its verdict. The jury subsequently returned into open Court the following verdict:

"We, the jury, find for the Plaintiff and fix the damages in the amount of \$600,000.00."

The Court finds that Plaintiff has received payment totalling \$140,000.00, which should be deducted from the jury verdict.

IT IS ORDERED AND ADJUDGED that the Plaintiff have and recover judgment of and from the Defendant in the sum of Four Hundred Sixty Thousand

Dollars (\$460,000.00), together with costs, and ~~disbursements~~ incurred.

It is ordered that the expenses be paid in the amount of 600,000.00

DATED this 17th day of November, 1970.

Luther Bohanon
LUTHER BOHANON, Judge

APPROVED AS TO FORM:

L. J. Walker
Attorney for Plaintiff

BEST, SHARP, THOMAS & GLASS

By *Joseph M. Best*
Attorneys for Defendant

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

HELEN LOCHNER

Plaintiff

vs

OLIVER B. NICHOLS

Defendant

NO. 79-C-8

FILED
NOV 17 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

STIPULATION OF DISMISSAL WITH
PREJUDICE

Comes now the plaintiff, through her attorneys,
Whitten & McDaniel, by Dale F. McDaniel, and the defendant,
through his attorneys, Best, Sharp, Thomas & Glass, by
Joseph F. Glass, and stipulate that the above captioned cause
of action be dismissed with prejudice to filing a future
action herein.

WHITTEN & MCDANIEL
By: Dale F. McDaniel
Dale F. McDaniel, Attorney for Plaintiff

BEST, SHARP, THOMAS & GLASS
By: Joseph F. Glass

ORDER

AND now on this _____ day of November, 1970, 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.

John H. Poe
John H. Poe, Judge

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

MRS. GLADYS A. CORBY,)
)
) Plaintiff,)
 vs.)
)
 ELLIOTT RICHARDSON, The)
 Secretary of Health,)
 Education and Welfare,)
)
 Defendant.)

No. 70-C-199 ✓

FILED

NOV 17 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

J U D G M E N T

This cause comes on for consideration by the Court upon the pleadings and transcript of the record in this cause whereby the plaintiff, Mrs. Gladys A. Corby, seeks a reversal of the decision of the Secretary of Health, Education and Welfare denying her claim for disability benefits.

The record clearly shows, and the Hearing Examiner found, that the plaintiff met the special disability earnings requirements of the Social Security Act at the date of her onset of disability in May, 1966, and she continued to meet these special earnings requirements through September 30, 1966.

The Court having carefully considered the transcript and the pleadings in this case is of the opinion and finds that the Findings and Judgment of the Secretary, the Hearing Examiner and the Order of the Appeals Council dated April 30, 1970, is not supported by substantial evidence, and to the contrary such Findings, Orders and decisions are contrary to the overwhelming evidence in this case. The record in this case is barren of any evidence that the claimant as of May, 1966, and thereafter was not disabled from engaging in any substantial gainful activity, and the truth is, she has been under a disability due to her physical and mental impairments to engage in any substantial gainful activity.

The record shows that the plaintiff due to her fear of doctors and needles and her mental condition would not present herself for an examination or tests at an examining physician's office. She did, however, submit to examinations from medical doctors at her home and did take prescribed medication for hypertension. Under the circumstances as shown by the record in this case, and due to the plaintiff's physical and mental condition it is unreasonable, or was unreasonable to expect her to submit to further examinations at some physician's office, and when she was perfectly willing to be examined in her home, and under the circumstances as shown by the record her refusal was justifiable and not sufficient to constitute a violation of the rules and regulations of the Department of Health, Education and Welfare, and there was good cause and basis for her refusal as above set forth.

Dr. Edward K. Norfleet, a full-time specialist in psychiatry and neurology, in his report to the Department of Public Welfare dated July 23, 1969, stated in part:

"* * * It is my opinion that she suffers from a Chronic Brain Syndrome secondary to a cerebral vascular accident. She is left in a confused and disoriented state at times. It is my opinion that she cannot be substantially rehabilitated and assuredly she is 100% disabled. She cannot work in a competitive work environment. Any funds that might be due her should be transmitted to her husband."

Dr. Henry A. Brocksmith, a general practitioner and specialist in internal medicine, in a report to the Department of Health, Education and Welfare dated March 25, 1970, in part stated:

"* * * It is quite obvious the patient is totally debilitated incapacitated and unable to work. It was my further opinion when I first saw her that this was a permanent, as well as a total condition."

Likewise, there is lay testimony in the record of the disability of the plaintiff. There is no testimony in the record that this plaintiff is not totally disabled within the meaning of the Social Security Act.

The Court finds upon a consideration of the entire record that the plaintiff is entitled to disability benefits beginning not later than June 1, 1966, and continued benefits thereafter.

IT IS, THEREFORE, THE JUDGMENT of the Court that the decision of the Secretary of Health, Education and Welfare, the Hearing Examiner, and the Order of the Appeals Council be, and the same are each hereby reversed, and

IT IS THE FURTHER JUDGMENT of the Court that the Secretary of Health, Education and Welfare place plaintiff on disability benefits as provided by the Social Security Act beginning June 1, 1966, and to continue thereafter to pay such benefits so long as the plaintiff continues to be disabled from engaging in substantial gainful activity.

Dated this 17th day of November, 1970.


United States District Judge

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

United States of America,

Plaintiff,

vs.

Civil No. 70-C-231

Johannis B. Nixon, a/k/a Johnny
Nixon, a single person, Ruth
Jones and William A. Harrington,

Defendants.

FILED

NOV 17 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

ORDER CONFIRMING MARSHAL'S SALE

NOW on this 17th day of November, 1970, there
coming on for hearing Motion of the Plaintiff, United States of America,
to confirm the sale of real property made by the United States Marshal
for the Northern District of Oklahoma, on November 9, 1970,
under an Order of Sale dated September 23, 1970, and issued
in this cause out of the Office of the Court Clerk for the United States
District Court for the Northern District of Oklahoma, of the following
described property, to-wit:

**Lot Ten (10), in Block Sixteen (16), in Valley View
Acres Addition to the City of Tulsa, Tulsa County,
State of Oklahoma, according to the recorded plat
thereof,**

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

The Court further finds that the sale was made in all respects
in conformity with the land and judgments of this Court and that the
sale was legal in all respects.

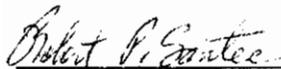
IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the United States Marshal's Sale and all proceedings under the Order of Sale issued herein, be and the same are hereby approved and confirmed.

IT IS FURTHER ORDERED that Harry Connolly, United States Marshal for the Northern District of Oklahoma, make and execute to the purchaser, the Administrator of Veterans Affairs, a good and sufficient Deed for such premises.

IT IS FURTHER ORDERED that after the execution and delivery of the Deed to the purchaser by the United States Marshal for the Northern District of Oklahoma, the purchaser is hereby granted possession of the property against any or all persons now in possession.


WILLIAM E. BROWN
UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT F. SANTEE
Assistant U. S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America and
Ronald L. Morris, Revenue Officer,
Internal Revenue Service,

Petitioners,

vs.

Tony Bates,

Respondent.

NO. 70-C-323

FILED

NOV 17 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

O R D E R

This matter coming on for hearing on the motion of the United States of America and Ronald L. Morris, Revenue Officer, Internal Revenue Service, to dismiss the above styled and numbered cause and the court being fully advised finds that said motion should be sustained.

IT IS THEREFORE ORDERED that this cause be and it is hereby dismissed.


UNITED STATES DISTRICT JUDGE

DATED November 13 1970

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

Tulsa Division

FILED

NOV 19 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

OERTLE'S, INC. (Formerly Oertle)
Wholesale Drug Co.),)

Plaintiff,)

v.)

UNITED STATES OF AMERICA,)

Defendant.)

Civil Action No. 69-C-307 ✓

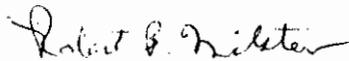
ORDER OF DISMISSAL

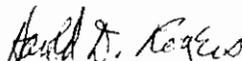
Upon oral motion of Plaintiff and pursuant to written stipulation of ~~October~~ ^{NOVEMBER} 18, 1970, between the parties hereto, the captioned action is hereby dismissed with prejudice with the parties to bear their respective costs.

DATED at Tulsa, Oklahoma, this 19th day of October, 1970.

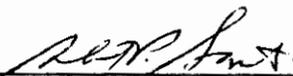

Judge

APPROVED:


Robert B. Milsten


Harold D. Rogers

Counsel for Plaintiff


U. S. Attorney
Counsel for Defendant

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

JULIA (MRS. L. F.) BARRETT,)
)
 Plaintiff,)
)
 vs.)
)
 THE READER'S DIGEST ASSOCIATION, INC.,)
)
 Defendant.)

No. 70-C-305 Civil

FILED

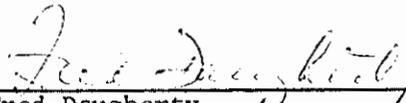
NOV 20 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT.

ORDER

Defendant's Motion to Dismiss is granted without prejudice to Plaintiff filing her action in a court with jurisdiction of same, as the Motion has been confessed by Plaintiff as shown by the attached letters.

Plaintiff's action is dismissed this 20 day of November, 1970.



Fred Daugherty
United States District Judge

FRANK R. HICKMAN
ATTORNEY AND COUNSELOR AT LAW
SUITE 625 WRIGHT BUILDING
TULSA, OKLAHOMA 74103

November 9, 1970

Hon. Fred Daugherty
United States District Judge
c/o Federal Building
Oklahoma City, Oklahoma

Re: Julia (Mrs. L. F.) Barrett v. The Reader's Digest
No. 70-C-305 Civil, USDC-ND of Oklahoma

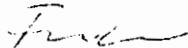
Dear Judge:

I have reviewed the answers to the interrogatories filed by the defendant in this cause; and, although they do not specifically answer the questions put to it, I feel that additional time in this case to check further information would be to no avail.

Taking into consideration the answers filed by the defendant, as well as the law of Oklahoma, I must confess that I do not believe that, from the answers thus given, the defendant was or has been doing business in the State of Oklahoma which would make it subject to the jurisdiction of this court. Actually, the answers filed by the attorney do not comply with the law; but, even if a valid answer was filed by the defendant by a representative which had actual facts thereof, and if the answers would be the same, this court could not hear and determine the issues set out in the complaint.

Therefore, if a letter will be received from the attorneys for the defendant to the effect that a valid officer of the defendant would testify to the same facts set out in the answers, which were executed in fact by the attorney, I will admit that his plea to the jurisdiction is valid, and the court must dismiss the cause upon that ground only, granting the plaintiff a reservation to maintain her action in any other state upon which service may be obtained against the defendant.

Very truly yours,



Frank R. Hickman

FRH:db

cc: Mr. John M. Imel
920 National Bank of Tulsa Bldg.
Tulsa, Oklahoma 74103

VILLARD MARTIN
(1889-1965)
GARRETT LOGAN
DONALD P. MOYERS
VILLARD MARTIN, JR.
JOHN H. CONWAY, JR.
ELMER E. CONKLIN, JR.
JACK H. SANTEE
J. JERRY DICKMAN
WILLIAM A. GOFFE
JOHN M. IMEL
PHILIP W. KYLE
MICHAEL D. TINNEY

LAW OFFICES
MARTIN, LOGAN, MOYERS, MARTIN & CONWAY
920 NATIONAL BANK OF TULSA BUILDING
TULSA, OKLAHOMA 74103

TELEPHONE
582-5281
AREA CODE 918

November 16, 1970

Honorable Fred Daugherty
United States District Judge
U.S. Courthouse and Federal Bldg.
Oklahoma City, Oklahoma 73101

Re: Julia (Mrs. L.F.) Barrett vs.
The Reader's Digest Association,
Inc., U.S. District Court for
the Northern District of Oklahoma
No. 70-C-305

Dear Judge Daugherty:

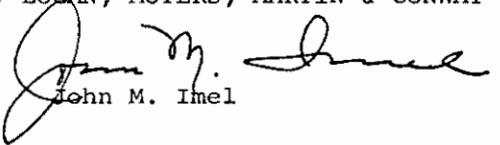
A copy of the letter to you dated November 9, 1970, from Frank R. Hickman has been reviewed and I would advise the court that if the answers were verified by an officer of Reader's Digest, they would be the same. Verification by counsel was necessitated by the late receipt of the information and since we had plead to jurisdiction I did not desire to ask for affirmative relief in the nature of an extension.

Therefore, since the answers would be the same, I would request the court enter an order of dismissal pursuant to our plea to jurisdiction in accordance with Mr. Hickman's letter.

Sincerely yours,

MARTIN, LOGAN, MOYERS, MARTIN & CONWAY

By


John M. Imel

JMI:jj

cc: Mr. Frank R. Hickman
825 Wright Bldg.
Tulsa, Oklahoma 74103

Mr. John Poe
U.S. Court Clerk
U.S. Courthouse and Federal Bldg.
Tulsa, Oklahoma 74101

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

United States of America,

Plaintiff,

vs.

Civil No. 70-C-263

Maurice O. Harding and Charles M.
(Marie) Harding, Jerry O'Neal,
Agent For Decorator Commercial Carpet
Company, Levines Department Stores,
William Rutledge, Referee In Bankruptcy,
Marion M. Dyer, Attorney,

Defendants.

FILED

NOV 20 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 19th day of November, 1970, the defendant, Marion M. Dyer, Attorney, having filed a Disclaimer herein, and the defendants, Maurice O. Harding and Charles M. (Marie) Harding, Jerry O'Neal, Agent For Decorator Commercial Carpet Company, Levines Department Stores, and William Rutledge, Referee In Bankruptcy, appearing not; and

The Court being fully advised and having examined the file herein finds that due and legal personal service of summons has been made on the defendants, William Rutledge, Referee In Bankruptcy, Levines Department Stores, and Marion M. Dyer, Attorney, on August 24, 1970, August 26, 1970, and August 27, 1970, respectively; and

It further appearing and the Court finds that legal service by publication was made upon the defendants, Maurice O. Harding and Charles M. (Marie) Harding, and Jerry O'Neal, Agent For Decorator Commercial Carpet Company, as appears by Proof of Publication filed herein on November 19, 1970, requiring each of them to answer the Complaint filed herein not later than November 11, 1970, 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 defendant, Marion M. Dyer, Attorney, 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

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 on the following described real property located in Tulsa, Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Six (6), Block Sixty (60) Valley View Acres
Third Addition to the City of Tulsa, Tulsa County,
Oklahoma, according to the recorded plat thereof,

The Court further finds that the material allegations of Plaintiffs
Complaint are true and correct;

That the defendants, Maurice O. Harding and Charles M. Harding, did,
on December 5, 1968, execute and deliver to the Administrator of Veterans
Affairs their mortgage and mortgage note for the sum of \$10,900.00, with
interest thereon at the rate of 7% per annum and further providing for the
payment of monthly installments of principal and interest; and

The Court further finds that the defendant, Jerry O'Neal, Agent of
Decorator Commercial Carpet Company, have or claim some right, title, or
interest in and to the premises herein being foreclosed by reason of a Mechanic's
Line #51902, filed February 14, 1969, in the District Court Within and For Tulsa
County, Oklahoma, but in this regard, plaintiff states that whatever right,
title, or interest the defendant, Jerry O'Neal, Agent of Decorator Commercial
Carpet Company, has in and to said property being foreclosed herein is junior
and inferior to the first mortgage lien of this plaintiff; and

The Court further finds that the defendant, Levines Department Stores,
has or claims some right, title, or interest in and to the premises herein
being foreclosed by reason of a Judgment, dated December 31, 1969, being
#SC-69-3443, filed of record January 5, 1970, in the District Court Within
and For Tulsa County, Oklahoma, but in this regard, plaintiff states that
whatever right, title, or interest the defendant, Levines Department Stores,
has in and to said property being foreclosed herein is junior and inferior
to the first mortgage lien of this plaintiff; and

The Court further finds that the defendant, William Rutledge, Referee
In Bankruptcy, has or claims some right, title, or interest in and to the
premises herein being foreclosed by reason of a Voluntary Petition In Bankruptcy
No. 70-B-373, filed April 13, 1970, in the United States District Court for
the Northern District of Oklahoma, in the matter of Charles Marie Harding,
but in this regard, plaintiff states that whatever right, title, or interest
the defendant, William Rutledge, Referee In Bankruptcy, has in and to said
property being foreclosed herein is junior and inferior to the first mortgage
lien of this plaintiff; and

It further appears that the defendants, Maurice O. Harding, Charles M. (Marie) Harding, Jerry O'Neal, Agent For Decorator Commercial Carpet Company, Levines Department Stores, William Rutledge, Referee In Bankruptcy, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make monthly installments due thereon on September 5, 1969, which default has continued and that by reason thereof the defendants, Maurice O. Harding and Charles M. (Marie) Harding, Jerry O'Neal, Agent For Decorator Commercial Carpet Company, Levines Department Stores, William Rutledge, Referee In Bankruptcy, are now indebted to the Plaintiff in the sum of \$10,753.43, as unpaid principal, with interest thereon at the rate of 7% per annum from September 5, 1969, until paid, plus the cost of this action accrued and accruing, plus the sum of \$22.00 expended for abstracting fees.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, have and recover judgment against the defendants, Maurice O. Harding and Charles M. (Marie) Harding, for the sum of \$10,753.43, with interest thereon at the rate of 7% per annum from September 5, 1969, until paid, plus the cost of this action accrued and accruing, plus the sum of \$22.00 expended for abstracting fees.

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 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 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 hereof.


UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT P. SANTEE
Assistant U. S. Attorney

IEU:s1b
11/19/70

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

ISELIN-JEFFERSON FINANCIAL COMPANY, INC.,)
a corporation,)

Plaintiff,)

vs.)

U. S. TUFTED CARPETS, INC.,)
a corporation,)

Defendant.)

Civil Action

No. 70-C-343

FILED

NOV 20 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

ORDER DISMISSING ACTION WITHOUT PREJUDICE

NOW, on this 20 day of November, 1970, there having been filed in this proceeding a Motion for leave to dismiss this action on account of the fact that the Defendant herein has been duly adjudicated a bankrupt in the United States District Court for the Northern District of Oklahoma, and the Court finding that no further cause exists for the continuation of the proceedings of the action herein or for the continuation in office of Robert E. Baker as Receiver in this proceeding.

IT IS HEREBY ORDERED BY THIS COURT that the above styled and numbered matter be, and it is hereby dismissed without prejudice.

IT IS FURTHER ORDERED BY THIS COURT that Robert E. Baker, Receiver, forthwith turn over and deliver unto Robert E. Baker, Receiver in the action styled In the Matter of: U. S. Tufted Carpets, Inc., a corporation, Bankrupt, In Bankruptcy No. 70-B-1322 pending in the United States District Court for the Northern District of Oklahoma, all of the assets that have come into his possession as Receiver herein, and that upon his filing a report herein as to the proceedings had by him herein that the said Robert E. Baker shall then be discharged as Receiver in this proceeding and his bondsmen shall be exonerated from any further liability in connection with the administration of the estate of this proceeding.


United States District Judge

LAW OFFICES
UNGERMAN,
GRABEL,
UNGERMAN
& LEITER

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

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

McMICHAEL CONCRETE COMPANY,)
a corporation,)
)
Plaintiff,)
vs.)
)
TULSA GENERAL DRIVERS, WAREHOUSEMEN)
AND HELPERS, LOCAL UNION NO. 523,)
)
Defendant.)

No. 70-C-204

FILED
NOV 23 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

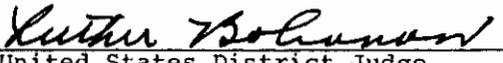
O R D E R

This cause comes on for consideration by the Court upon the Application of McMichael Concrete Company, a corporation, plaintiff, for a permanent injunction against the defendant, Tulsa General Drivers, Warehousemen and Helpers, Local Union No. 523, seeking a permanent injunction against said defendant, its officers, members, agents, servants, employees and all persons in active concert or participation with them, from causing or inducing work stoppages, interfering with work by plaintiff's employees or picketing at plaintiff's premises, the premises of plaintiff's customers or at any other place where plaintiff's employees may be at work contrary to the grievance provisions of the contract between plaintiff and defendant, and

The Court having carefully considered the able Briefs submitted by the parties to this case, the pleadings, exhibits and all other pertinent papers, and considering the evidence heretofore heard by the Court finds that the acts and conduct of the defendant complained of have been discontinued and abandoned and that any further violation of the labor agreement between the parties will not arise, and that there will be no further violations thereof by the defendant.

The Court is of the opinion that a permanent injunction should not be granted, and it is the judgment of the Court that the plaintiff's prayer for permanent injunction be, and the same is hereby denied.

Dated this 20th day of November, 1970.


United States District Judge

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

JOHN A. GRAHAM,

Plaintiff,

vs.

HUDGINS, THOMPSON, BALL AND
ASSOCIATES, INC., an Oklahoma
Corporation, and THE FIRST
NATIONAL BANK AND TRUST COMPANY
OF OKLAHOMA CITY, a National
Banking Association, and Trustee
of the Hudgins, Thompson, Ball
and Associates, Inc. Employees'
Profit Sharing Retirement Plan
Trust,

Defendants.

No. 70-C-220 Civil

FILED
NOV 23 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

O R D E R

Defendants move for dismissal of Plaintiff's Complaint for failure to state a cause of action. Plaintiff was employed by Defendant Hudgins, Thompson, Ball and Associates, Inc. (HTB) and participated in its Employee Profit Sharing Retirement Plan (Plan), which is administered by Defendant The First National Bank and Trust Company of Oklahoma (FNB) as trustee under the Plan. The Plan contains a provision stipulating that should an employee leave HTB to accept employment with a local competitor of HTB, then the employee's rights in the Plan are forfeited and the accumulated sums standing in his name are redistributed among all of the remaining participants in the Plan. It appears that this Plan is of the non-contributory type, that is, no contribution is made by any employee, and no distributions to participants of the Plan are made until after their employment with HTB terminates by reason of death, retirement or resignation or discharge under certain conditions.

Plaintiff's first claim is based on 15 U.S.C.A. § 1 and § 15 and certain Oklahoma statutes relating to unlawful restraint of trade and unlawful contracts. As there is no diversity of citizenship between the parties in this case, the Federal claims also form the basis for Plaintiff's jurisdictional allegations as well. Three other claims stated by Plaintiff originate under state law.

Defendants contend that Plaintiff has failed to state a federal claim on which relief may be granted. Defendants rely on Austin v. House of Vision, 404 F.2d 401 (Seventh Cir. 1969), which they claim was decided adverse to the position of the Plaintiff herein on facts virtually identical to those alleged by Plaintiff. Plaintiff, in briefs, seems to tacitly admit the force of this decision, but contends that this Court should consider the adoption of the rule set out in Muggill v. Reuben H. Donnelley Corporation, 398 P.2d 147, 18 A.L.R.3d 1241 (Calif. 1965). There are important differences in the two cases. The Austin case was concerned with the application of the federal antitrust laws to a profit sharing plan under which the amounts claimed by the employee had been contributed entirely by the employer as is the case here. In the Muggill case, the controversy involved the application of a California State statute to a pension plan in which the employee's rights had vested by reason of his retirement. As the jurisdiction of this Court is dependent upon an actionable violation of the federal antitrust laws, the Court is vitally concerned with the federal antitrust laws and not alleged violations of state statutes. Also, under the Plan here in controversy, there appears to have been no vesting of the Plaintiff's interest in the funds of the Plan.^{1/} Thus, the

^{1/} By the terms of the Plan, an employee's undivided share of the Plan is subject to redistribution until specified conditions of termination of employment are satisfied. Plaintiff does not allege that he has met any of these conditions. Thus, Plaintiff's interest in the Plan has not vested.

employer's action in Muggill in terminating the employee's vested retirement benefits because of his acceptance of employment with a competing firm is markedly different from HTB's action here in refusing to pay Plaintiff funds in which no rights had vested in him.

The issue of primary importance to the Court is whether Plaintiff has stated a claim arising under 15 U.S.C.A. § 1 and § 15 as pleaded. In the Austin case, the court held proper the trial court's dismissal of a claim laid under 15 U.S.C.A. § 1 and § 15, but it also considered the antitrust laws generally. In its decision, the court stated that the employee had failed to make any showing of a per se violation of the "antitrust laws" or of a contract, combination or conspiracy between the employer and the trustees of the plan. The court observed that the trustees' duties were limited to administration of the plan, they were not engaged in the employer's business nor were they competitors of the employer. This is precisely the situation here.

Plaintiff's Complaint does not allege any of the traditional per se violations of 15 U.S.C.A. § 1, that is, it does not allege the existence of price fixing, tying arrangements, boycotts, division of markets or reciprocal dealings. See 1 Von Kalinowski, Antitrust Laws and Trade Regulations, Section 6.02[3], pp.6-93 to 6-123. Even if the contract by which FNB as trustee agreed to administer the Plan could be regarded as a type of contract contemplated by 15 U.S.C.A. § 1, it is clear that FNB is not an active

participant in any agreement to restrain trade in the market for Plaintiff's services. As trustee, it can only do that which HTB as settlor of the trust has prescribed and takes no active part whatsoever in the denial of payment of amounts contributed wholly by HTB to the Plan. That determination is made wholly by HTB, according to the tenor of exhibits 2 and 3 attached to Plaintiff's Complaint. It seems to the Court that under the arrangement here presented, the "plurality of actors" required by the "contract, combination or conspiracy" provisions of 15 U.S.C.A. § 1 has not been asserted. See 1A Von Kalinowski, Antitrust Law and Trade Regulations, Section 6.01[2], pp. 6-9 to 6-12.

Plaintiff argues that at the very least, the disputed forfeiture provision of the Plan constitutes a covenant not to compete, the reasonableness of which must be reviewed by this Court in a trial on the merits. Covenants not to compete are traditionally a type of restraint which may be found reasonable or unreasonable under the circumstances of the particular case. See United States v. Addyston Pipe & Steel Co., 85 Fed. 271 (Sixth Cir. 1898), aff'd 175 U.S. 211, 20 S.Ct. 96, 44 L.Ed. 136; 85 Fed. at page 281. However, in order to review the reasonableness of a restraint, there must first exist restraint and none seems to appear among Plaintiff's allegations. The trade alleged to be affected is the market which exists for Plaintiff's services. However, the only restraint that appears to be imposed on Plaintiff is that of his desire for payment of his inchoate share of the funds of the Plan. Plaintiff makes no claim that this forfeiture provision coerces any prospective employer into not hiring him. There is nothing in the Complaint to indicate that prospective employers are

discouraged in any way from competing for Plaintiff's services. The Court is unable to perceive how Plaintiff's failure to receive certain claimed benefits from his former employer restrains others from competing for his services. This very same situation was present in the Austin case.^{2/}

In summary, Plaintiff's Complaint fails to plead a contract, combination or conspiracy between two or more persons, to plead any per se violation of the federal antitrust laws or to plead any restraint of trade in the market for his services. Inasmuch as no federal claim is presented by Plaintiff, the Court should dismiss his Complaint upon jurisdictional grounds. According to United Mine Workers v. Gibbs, 383 U.S. 715, 16 L.Ed.2d 218, 86 S.Ct. 1130, the Court has the power to retain a case on its non-federal aspects, however, that case also indicated that the exercise of such power is discretionary and ordinarily a case in which only state law claims are present should not be retained. None of the considerations discussed by the Supreme Court in United Mine Workers v. Gibbs, supra, which would support retention of this case are present

^{2/} In Austin v. House of Vision, Inc., supra, 404 F.2d at p. 403, the court said,

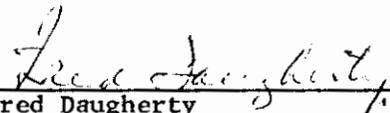
"We find no showing of injury to the public or to the Plaintiff. Plaintiff has been fully able to compete as evidenced by his freedom of choice in immediately obtaining similar employment with a competitor in the same neighborhood. There is no complaint by a business competitor that it was unable to hire optical employees as a result of any practice engaged in by defendant."

Indeed, were Plaintiff's contentions to be adopted, one could conceivably argue that payment of a high salary constitutes an unlawful restraint on trade if it tends to prevent an employee from quitting to seek other employment.

and the Court in its discretion declines to do so.

Defendants' Motion to Dismiss is granted and Plaintiff's
Complaint is dismissed.

It is so ordered this 23 day of November, 1970.



Fred Daugherty
United States District Judge

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

INGERSOLL-RAND COMPANY, by and)
through its division I-R DRILLING)
& COMPRESSION SERVICES,)
Plaintiff,)
VS.)
JOHN BUNNING TRANSFER CO., INC.,)
and HARTFORD FIRE INSURANCE COMPANY,)
Defendants,)

NO. 69-C-205

FILED

NOV 23 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

Now on this 20 day of November, 1970, this matter comes on for hearing pursuant to a Dismissal filed herein by the Plaintiff, Ingersoll-Rand Company, by and through its division I-R Drilling & Compression Services, and the court being fully advised in the premises finds: That Plaintiff's cause of action should be dismissed with prejudice to further action as against John Bunning Transfer Co., Inc., and Hartford Fire Insurance Company.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the court that Plaintiff's cause of action is hereby dismissed with prejudice to any further action by the Plaintiff as against the Defendants, John Bunning Transfer Co., Inc., and Hartford Fire Insurance Company.

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

APPROVED AS TO FORM AND CONTENT:

Fred Smith
Attorney for Ingersoll-Rand Company

John D. Tucker
Attorney for John Bunning Transfer Co., Inc.

A. M. Long
Attorney for Hartford Fire Insurance Company

FILED

NOV 23 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

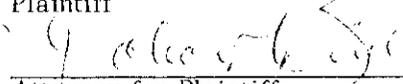
H. O. WALKER,Plaintiff,)	
vs.)	No. 69-C-76
SAFEWAY STORES, INC.,Defendant.)	

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, H. O. WALKER, and dismisses the above styled and numbered cause of action with prejudice to the bringing of a future action.

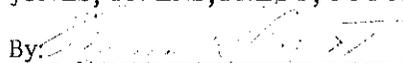
Dated this 27 day of October, 1970.



 Plaintiff


 Attorney for Plaintiff

Comes now the defendant, by and through its counsel of record, and consents to the dismissal of the above styled and numbered cause of action with prejudice to the bringing of any future action.

JONES, GIVENS, BRETT, GOTCHER & DOYLE
 By: 

 Attorneys for Defendant

IT IS HEREBY ORDERED that the above styled and numbered cause be dismissed with prejudice.



 UNITED STATES DISTRICT JUDGE

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

FILED
NOV 24 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

EVAN B. FRENCH,)
Plaintiff)
-vs-)
OSBORN FOUNDATION, an Oklahoma)
Corporation,)
Defendant)

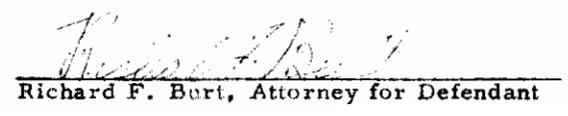
No. 70-C-178

STIPULATION OF DISMISSAL

COMES now the Plaintiff, EVAN B. FRENCH, and dismisses the
above and foregoing cause of action, with prejudice.

DATED this 24 day of Nov, 1970.


James E. Frasier, Attorney for Plaintiff


Richard F. Burt, Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
Plaintiff,)
)
vs.)
)
19.15 Acres of Land, More or Less,)
Situat in Rogers County, State of)
Oklahoma, and The Tulsa Fin and)
Feather Club, a Corporation, et al,)
and Unknown Owners,)
)
Defendants.)

CIVIL ACTION NO. 68-C-23
Tract No. 332

FILED
NOV 25 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

J U D G M E N T

1.

NOW, on this 25th day of November, 1970, this matter comes on for disposition on application of plaintiff, United States of America, for entry of judgment on a stipulation agreeing upon just compensation, and the court, after having examined the files in this action and being advised by counsel for plaintiff, finds:

2.

This judgment applies to the estate condemned in Tract No. 332 as such estate and tract are described in the Complaint and the Declaration of Taking, as amended, filed in this action.

3.

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

4.

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

5.

The Acts of Congress set out in Paragraph 2 of the Complaint herein give the United States of America the right, power, and authority to condemn for public use the estate described in Paragraph 2 herein. Pursuant thereto, on January 26, 1968, the United States of America filed a Declaration of Taking of a certain described estate in a tract of land described therein and designated as Tract No. 332. Pursuant to the terms

of the aforesaid Acts, title to the described estate in said Tract No. 332 vested in the Plaintiff at the time of filing the Declaration of Taking.

6.

Because of a change in channel right-of-way requirements for the subject project, it became necessary to revise the size, shape and location of the said Tract No. 332. To assist in such revision the Plaintiff and the former owner, executed and filed herein on November 17, 1970, an instrument entitled Stipulation for Exclusion of Property and Revestment of Title. Pursuant to the terms of such stipulation, title to the entire estate taken in Tract No. 332 by virtue of the Declaration of Taking filed on January 26, 1968, was revested in the former owner.

7.

On November 17, 1970, the Plaintiff filed an Amendment to Declaration of Taking which amendment substituted a new and correct description and plat of Tract No. 332 in lieu of the description and plat thereof set forth in the original Declaration of Taking.

Likewise on November 17, 1970, Plaintiff filed an Amendment to Complaint which set forth the correct description of the said Tract No. 332.

8.

At the time of filing the Declaration of Taking, and again at the time of filing the Amendment thereto, there were deposited in the registry of the Court, as estimated compensation for the taking of the described estate in subject tract, certain sums of money, and part of such deposit has been disbursed, as set out below in Paragraph 14.

9.

On the date of filing the Amendment to Declaration of Taking, the owner of the estate taken in subject tract was the defendant whose name is shown below in Paragraph 14. Such named defendant is the only person asserting any interest in the estate taken in such tract, all other persons having either disclaimed or defaulted, and such named defendant is entitle to receive the just compensation awarded by this judgment.

10.

The owner of subject tract and the United States of America have executed and filed herein a stipulation as to just compensation, wherein they have agreed that just compensation for the estate condemned in subject tract is in the amount shown as compensation in Paragraph 14 below, and such stipulation should be approved.

11.

It Is Therefore ORDERED, ADJUDGED AND DECREED that the Stipulation described in Paragraph 6 above, revesting in the owners, title to the property condemned by the original Declaration of Taking, is approved.

12.

It Is Further ORDERED, ADJUDGED AND DECREED that the United State of America has the right, power, and authority to condemn for public use the tract particularly described in the Amendment to Declaration of Taking filed in this case and designated therein as Tract No. 332, and such tract, to the extent of the estate described in the Complaint, as amended, on file in this case, is condemned, and title to such described estate is vested in the United States of America as of November 17, 1970.

13.

It Is Further ORDERED, ADJUDGED AND DECREED that on the date of taking, the owner of the estate condemned herein in subject tract was the defendant whose name appears below in Paragraph 14, and the right to receive the just compensation for the estate so taken in this tract is vested in the party so named.

14.

It Is Further ORDERED, ADJUDGED AND DECREED that the stipulation as to just compensation described in Paragraph 10 above, is hereby approved, and the sum therein fixed is adopted as the award of just compensation for the estate condemned in the subject tract, as follows:

TRACT NO. 332

Owner:

The Tulsa Fin and Feather Club, a Corporation

Award of just compensation
pursuant to stipulation - - - - - \$15,005.00 \$15,005.00

Deposited as estimated compensation:

With original Declaration \$5,353.00
With Amendment
to Declaration 9,652.00
Total - - - - - 15,005.00

Disbursed to owners - - - - - 5,353.00

Balance due to owners - - - - - \$9,652.00

16.

It Is Further ORDERED, that the Clerk of this Court shall
disburse from the deposit for the subject tract, to:

The Tulsa Fin and Feather Club, a Corporation \$9,652.00

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Hubert A. Marlow

FILED
NOV 25 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

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

United States of America,

Plaintiff,

vs.

Albert D. Antwine and
Joyce M. Antwine,

Defendants.

Civil No. 70-C-320

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 23 day of November, 1970, the defendants, Albert D. Antwine and Joyce M. Antwine, appearing not; and

The Court being fully advised and having examined the file herein finds that due and legal personal service of summons has been made on the defendants, Albert D. Antwine and Joyce M. Antwine, on October 16, 1970, and it appearing that said defendants have failed to file an answer herein and that their 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 on the following described real property located in Tulsa, Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Eight (8), Block One (1), Hartford Hills Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof, less and except all of the oil, gas and other mineral;

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

That the defendants, Albert D. Antwine and Joyce M. Antwine, did, on January 24, 1964, execute and deliver to the Administrator of Veterans Affairs, his mortgage and mortgage note for the sum of \$8,500.00, with interest thereon at the rate of Five and One-Fourth ($5\frac{1}{4}$) per cent per annum and further providing for the payment of monthly installments of principal and interest; and

The Court further finds that the defendants, Albert D. Antwine and Joyce M. Antwine, and each of them, made default under the terms of the afore-said mortgage note and mortgage by reason of their failure to make monthly installments due thereon on October 1, 1970, which default was continued and that by reason thereof the defendants, Albert D. Antwine and Joyce M. Antwine, are now indebted to the Plaintiff in the sum of \$3,019.89, plus interest

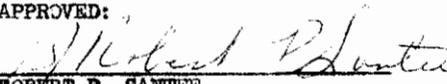
thereon at the rate of Five and One-Fourth (5 $\frac{1}{4}$) per cent per annum from October 1, 1970, until paid, plus the cost of this action accrued and accruing, and the sum of \$35.00 expended for abstracting fees.

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 hereof.


WILLIAM E. BROWN
UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT P. SANTEE
Assistant U. S. Attorney

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

FILED
NOV 25 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

THE RACE-O-MATIC COMPANY,)
a corporation,)
)
Plaintiff)
)
vs.)
)
TRIANGLE PUBLICATIONS, INC.,)
a corporation, d/b/a THE)
MORNING TELEGRAPH and)
DAILY RACING FORM,)
)
Defendants.)

NO. 69-C-17

JUDGMENT

AND NOW, this 25th day of November, 1970
judgment is entered herewith for defendant, Triangle Publications, Inc.
in the above captioned matter.

John H. Poe

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

F. C. BRENT MANLEY, d/b/a UNITED
RENT-ALLS, and HELEN G. MANLEY,

Defendants.)

CIVIL ACTION NO. 70-C-312

FILED

NOV 25 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

DEFAULT JUDGMENT

NOW, on this 25th day of November, 1970, this matter coming on for consideration, the plaintiff, United States of America, appearing by and through its attorney, Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, F. C. Brent Manley and Helen G. Manley, appearing not, and it appearing that this is a suit based on a Promissory Note executed and delivered to the First Bank and Trust Company of Pensacola, Florida, on February 6, 1967, and

It further appearing that, for value received, the Promissory Note above referred to was transferred, set over, and assigned to the Small Business Administration on October 23, 1968, by the First Bank and Trust Company of Pensacola, Florida, and

It further appearing that due and legal personal service of summons was made on the defendants, F. C. Brent Manley and Helen G. Manley, on October 5, 1970, requiring each of them to answer the Complaint herein not more than 20 days after date of service, and it appearing that said defendants have failed to file an answer or otherwise plead herein, they and each of them are hereby in default.

The Court, being fully advised, finds that the allegations and averments in the Complaint of the plaintiff filed herein are true and correct and that there is due and owing to the plaintiff, United States of America, from the defendants, F. C. Brent Manley and Helen G. Manley, the sum of \$51,282.85 as of September 2, 1970, plus interest thereafter at a daily accrual of \$8.239738, plus the costs of this action accrued and accruing.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, United States of America, have judgment against the defendants, F. C. Brent Manley and Helen G. Manley, for the sum of \$51,282.85 as of September 2, 1970, plus interest thereafter at a daily accrual of \$8.239738, plus the costs of this action accrued and accruing.

APPROVED:

William E. Brown
UNITED STATES DISTRICT JUDGE

Robert P. Santee
ROBERT P. SANTEE
Assistant United States Attorney

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

CLAUDE ROBERT BURNHOPFALL

Plaintiff

vs

ORGANIZED CHURCH OF JEWS
CHRIST OF LATTER DAY SAINTS, of
Marl, Oklahoma

Defendant

NO. 70-0-57

FILED
NOV 25 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

STIPULATION OF DISMISSAL WITH PREJUDICE

Come now the plaintiff, through his attorney, CHARLES C. COCHRAN, and the defendant, through its attorney, JACK W. THOMAS, and stipulate that the above captioned cause of action be dismissed with prejudice to filing a future action herein.

Charles C. Cochran
Attorney for Plaintiff
Jack W. Thomas
Attorney for Defendant

ORIGIN

AND NOW on this 25 Day of November, 1970, 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~~ *cause of action* 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.

S. J. [Signature]
Judge

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ORMAN M. CHEEK, d/b/a ORMAN'S FOOD
STORE, and EVELYN E. CHEEK,

Defendants.)

CIVIL ACTION NO. 70-C-316 ✓

FILED
NOV 25 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

DEFAULT JUDGMENT

NOW, on this 25th day of November, 1970, this matter coming on for consideration, the plaintiff, United States of America, appearing by and through its attorney, Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, Orman M. Cheek and Evelyn E. Cheek, appearing not, and it appearing that this is a suit based on a Promissory Note executed and delivered to the Small Business Administration on October 14, 1965.

It further appearing that on October 7, 1970, due and legal personal service was made on the defendants, Orman M. Cheek and Evelyn E. Cheek, requiring each of them to answer the Complaint herein not more than 20 days after date of service, and it appearing that said defendant have failed to file an answer or otherwise plead herein, they and each of them are hereby in default.

The Court, being fully advised, finds that the allegations and averments in the Complaint of the plaintiff filed herein are true and correct and that there is due and owing to the plaintiff, United States of America, from the defendants, Orman M. Cheek and Evelyn E. Cheek, the sum of \$20,653.82 as of September 23, 1970, plus interest thereafter at a daily accrual of \$2.577355, plus the costs of this action accrued and accruing.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, United States of America, have judgment against the defendants, Orman M. Cheek

and Evelyn E. Cheek, for the sum of \$20,653.82 as of September 23, 1970, plus interest thereafter at a daily accrual rate of \$2.577355, plus the costs of this action accrued and accruing.

Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

Robert P. Santee

ROBERT P. SANTEE

Assistant United States Attorney

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

BENJAMIN HARRISON FRANK]
(Son and Heir of L. C.]
Frank, deceased intestate),]
Plaintiff,]

vs.]

NO. 70-C-338 ✓

RALPH C. JEWELL, et al.,]
Defendants.]

FILED
NOV 27 1970

JOHN H. ROE, Clerk
U. S. DISTRICT COURT

NOTICE OF DISMISSAL WITHOUT PREJUDICE
* *****

COMES NOW THE Plaintiff, BENJAMIN HARRISON FRANK, and
dismisses the above entitled action against each and every named
Defendant, without prejudice to the rights of bringing a future
action.

Benjamin H. Frank
BENJAMIN HARRISON FRANK (Son and
Heir of L. C. Frank, deceased
intestate)

CERTIFICATE OF MAILING

I hereby certify that I have mailed copies of the above
notice of dismissal to John C. Harrington, 1108 Thompson Building,
Tulsa, Oklahoma 74103; and to Kenneth R. Ahlf, 4515 Lacey Boul-
vard, Lacey, Washington 78501.

John C. Harrington

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

United States of America,

Plaintiff,

vs.

Civil No. 70-C-214

Gaylord P. Parker and Carolyn A.
Parker, and Max D. McCormich,

Defendants.

FILED

NOV 30 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

DEFICIENCY JUDGMENT

NOW, on this 23rd day of November, 1970, there came on for hearing the Motion of the Plaintiff, United States of America for leave to enter a Deficiency Judgment, which Motion was filed herein on November 20, 1970, and copies of such Motion were mailed to the Defendants, Gaylord P. Parker and Carolyn A. Parker, and the Court being fully advised and upon consideration of said Motion finds that the fair and reasonable market value of the mortgaged property as of the date of the Marshal's Sale herein, to-wit: October 26, 1970, was \$9,600.00.

The Court further finds that the sum of \$9,600.00 was the total of the highest and best bid on the real property as shown by the Marshal's Return of sale filed herein.

The Court further finds that the aggregate amount of the Judgment entered herein, together with interest and costs to September 1, 1970, is \$11,116.77, and that Plaintiff is accordingly entitled to a Deficiency Judgment against the defendants, Gaylord P. Parker and Carolyn A. Parker, for the sum of \$1,516.77, with interest on the sum of \$1,399.20, at the rate of 6% per annum from September 1, 1970, until paid.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, United States of America, have and recover from the defendants, Gaylord P. Parker, and Carolyn A. Parker, a Deficiency Judgment in the amount of \$1,516.77, with interest on \$1,399.20 at the rate of 6% per annua from September 1, 1970, until paid.

LUTHER BOHANON
UNITED STATES DISTRICT JUDGE

APPROVED:

ROBERT P. SANTEE
Assistant U. S. Attorney

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

OSAGE NATION ORGANIZATION COUNCIL,
LEROY LOGAN, Chairman and
individually, JOE BATES,
individually, et al.,

Plaintiffs,

vs.

OSAGE TRIBAL COUNCIL, its acting
principal Chief and each member of
the TRIBAL COUNCIL, through its
agent and representative
SUPERINTENDENT OF THE OSAGE AGENCY,
et al.,

Defendants.

CIVIL ACTION NO. 70-C-154

FILED

NOV 30 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

ORDER

NOW on this 19th day of November, 1970, there came on for hearing the motion of the plaintiffs for an order extending time for appeal. The Court, being fully advised in the premises, finds that such motion for order extending time for appeal should be denied.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that plaintiffs' motion for an order extending time for appeal be and the same is hereby denied.

[Signature]
UNITED STATES DISTRICT JUDGE