

FILED
FEB 19 1974
U. S. ATTORNEY

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
 vs.)
)
 ROBERT L. HARPER, et al.,)
)
 Defendants.)

CIVIL ACTION NO. 73-C-229

FILED

FEB 27 1974

Jack C. Silver, Clerk
U.S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 25th day of February, 1974, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, the defendants, County Treasurer, Tulsa County, and Board of County Commissioners, Tulsa County, appearing by Gary J. Summerfield, Assistant District Attorney, the defendant, Oklahoma Morris Plan Company, appearing by its attorney, D. Wm. Jacobus, Jr., the defendant, Aetna Finance Company, appearing by its attorney, J. G. Follens, and the defendants, Robert L. Harper, Margaret L. Harper, Harry Farekian, Betty Farekian, Donald L. Casey, Gladys B. Casey, Patrick Thomas Dolan, Patsy Colleen Dolan, General Credit Company, Security Savings & Loan Association, Ray Harper, Ruby Davault, and Third Finance Corporation, appearing not.

The Court being fully advised and having examined the file herein finds that Robert L. Harper, Margaret L. Harper, Harry Farekian, Betty Farekian, Patrick Thomas Dolan, and Patsy Colleen Dolan were served by publication, as appears from the Proof of Publication filed herein on February 14, 1974; that Donald L. Casey and Gladys B. Casey were served with Summons, Complaint, and Amendment to Complaint on July 27, 1973, and August 30, 1973, respectively; that General Credit Company was served with Summons, Complaint, and Amendment to Complaint on August 2, 1973, and August 22, 1973, respectively; that Security Savings & Loan Association was served with Summons, Complaint, and Amendment to Complaint on July 31, 1973, and August 24, 1973,

respectively; that Ray Harper was served with Summons, Complaint, and Amendment to Complaint on July 26, 1973, and August 21, 1973, respectively; that Ruby Davault was served with Summons, Complaint, and Amendment to Complaint on August 3, 1973, and August 21, 1973, respectively; that Third Finance Corporation was served with Summons, Complaint, and Amendment to Complaint on August 2, 1973, and August 21, 1973, respectively; that Aetna Finance Company was served with Summons, Complaint, and Amendment to Complaint on August 2, 1973, and August 22, 1973, respectively; that Oklahoma Morris Plan Company was served with Summons, Complaint, and Amendment to Complaint on August 1, 1973, and August 21, 1973, respectively; and that County Treasurer, Tulsa County, and Board of County Commissioners, Tulsa County, were served with Summons, Complaint, and Amendment to Complaint on August 21, 1973, all as appears from the Marshal's Return of Service herein.

It appearing that County Treasurer, Tulsa County, and Board of County Commissioners, Tulsa County, have duly filed their Answer herein on August 30, 1973; that Oklahoma Morris Plan Company has duly filed its Disclaimer herein on August 14, 1973; that Aetna Finance Company has duly filed its Disclaimer herein on August 7, 1973; and that Robert L. Harper, Margaret L. Harper, Harry Farekian, Betty Farekian, Donald L. Casey, Gladys B. Casey, Patrick Thomas Dolan, Patsy Colleen Dolan, General Credit Company, Security Savings & Loan Association, Third Finance Corporation, Ray Harper, and Ruby Davault have failed to answer herein and that default has been entered by the Clerk of this Court.

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

Lot Twenty-two (22), Block Fifty-three (53), VALLEY VIEW ACRES THIRD ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

THAT the defendants, Robert L. Harper and Margaret L. Harper, did, on the 20th day of November, 1962, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$9,400.00 with 5 1/2 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that the defendants, Harry Farekian and Betty Farekian, were the grantees in a deed from Robert L. Harper and Margaret L. Harper, dated December 18, 1965, and filed December 20, 1965, in Book 3662, Page 418, records of Tulsa County, wherein Harry Farekian and Betty Farekian assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that the defendants, Donald L. Casey and Gladys B. Casey, were the grantees in a deed from Harry Farekian and Betty Farekian, dated August 23, 1966, and filed December 30, 1966, in Book 3788, Page 295, records of Tulsa County, wherein Donald L. Casey and Gladys B. Casey assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that the defendants, Patrick Thomas Dolan and Patsy Colleen Dolan, were the grantees in a deed from Donald L. Casey and Gladys B. Casey, dated October 8, 1970, and filed December 31, 1970, in Book 3951, Page 1636, records of Tulsa County, wherein Patrick Thomas Dolan and Patsy Colleen Dolan assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that the defendants, Robert L. Harper, Margaret L. Harper, Harry Farekian, Betty Farekian, Donald L. Casey, Gladys B. Casey, Patrick Thomas Dolan, and Patsy Colleen Dolan, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which

default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$7,880.12 as unpaid principal, with interest thereon at the rate of 5 1/2 percent interest per annum from April 1, 1972, until paid, plus the cost of this action accrued and accruing.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Patrick Thomas Dolan and Patsy Colleen Dolan, the sum of \$229.17 for personal property taxes for the year 1973 and that Tulsa County should have judgment, in rem, for said amount, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Robert L. Harper, Margaret L. Harper, Harry Farekian, Betty Farekian, Patrick Thomas Dolan, and Patsy Colleen Dolan, in rem, and Donald L. Casey and Gladys B. Casey, in personam, for the sum of \$7,880.12 with interest thereon at the rate of 5 1/2 percent interest per annum from April 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County of Tulsa have and recover judgment, in rem, against the defendants, Patrick Thomas Dolan and Patsy Colleen Dolan, for the sum of \$229.17 as of the date of this judgment plus interest thereafter according to law, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment, in rem, against the defendants, General Credit Company, Security Savings & Loan Association, Third Finance Corporation, Ray Harper, and Ruby Davault.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the 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.

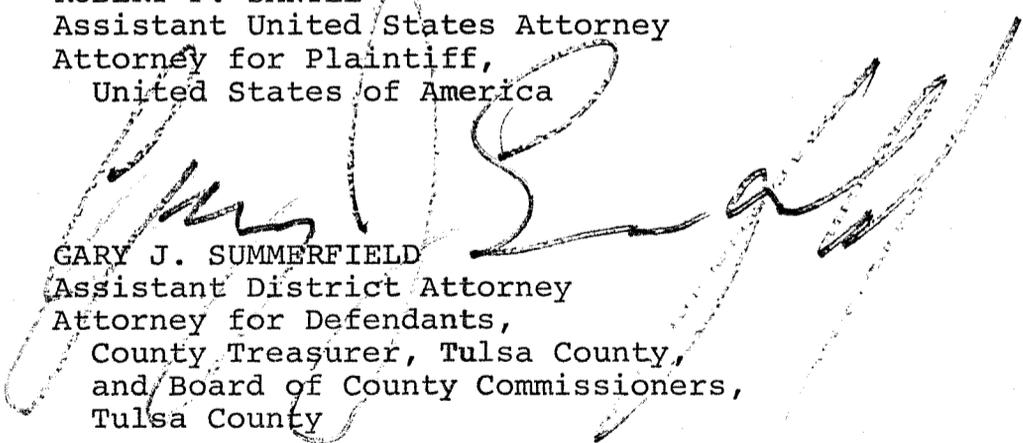
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, all of the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed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


United States District Judge

APPROVED.



ROBERT P. SANTEE
Assistant United States Attorney
Attorney for Plaintiff,
United States of America



GARY J. SUMMERFIELD
Assistant District Attorney
Attorney for Defendants,
County Treasurer, Tulsa County,
and Board of County Commissioners,
Tulsa County

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

FILED
FEB 26 1973

Jack C. Silver, Clerk
U. S. DISTRICT COURT
Civil Action
No. 71-C-128

THE NORTHWESTERN MUTUAL LIFE INSURANCE)
COMPANY, a Corporation,)
Plaintiff,)
vs. :
EUGENE C. MULLENDORE, et al.,)
Defendants.)

ORDER ESTABLISHING LIENS, AUTHORIZING COMPROMISE
OF LIEN CLAIMS AND PAYMENT THEREOF

AT TULSA within the Northern District of Oklahoma, on the 23rd day of February, 1973, upon the application of Joe R. Jarboe and Eddie King, the duly appointed, qualified and acting Receivers of the Mullendore Debtor Estate, In Proceedings for An Arrangement, Case No. 71-B-400, by and through their counsel, James O. Ellison, for an Order establishing lien claims in these proceedings, and authorizing the compromise of such claims, and the Court having fully considered the application and being well and sufficiently advised in the premises, finds as follows:

1. That heretofore the first mortgage claim of The Northwestern Mutual Life Insurance Company, a corporation, has been heard and determined by the Court and judgment entered thereon, which judgment appears on file in this case.

2. That an agreement and stipulation reflecting the secured claim of Ponca City Production Credit Association has been entered and heretofore filed in this case; that the cross-claimants, Ponca City Production Credit Association and Federal Intermediate Credit Bank of Wichita, have been paid in full, and the mortgages which are the basis of their claims have been released of record.

3. That in a hearing before this Court on the 1st day of February, 1973, evidence was submitted by the claimant, Benson Lumber Company, by and through its counsel of record, Matthew Kane of Pawhuska, Oklahoma, and judgment entered at that time in the following sum:

Principal	\$50,940.65
Interest from February 12, 1970 to March 23, 1971, at 6%	3,430.00
Interest from March 24, 1971, to January 23, 1973, at 10%	9,494.77
Attorney's fee	5,094.00
Court costs	30.00
	<hr/>
	\$68,989.42

with interest accruing at the rate of \$14.15 per day from January 23, 1973; that this judgment lien was obtained by Benson Lumber Company by proceedings and judgment

entered in the District Court of Osage County, Oklahoma, in a lien foreclosure action, which judgment was entered prior to the filing of the Chapter XI proceedings in the Mullendore Debtor Estate, Case No. 71-B-400.

4. That in evidentiary proceedings before this Court on February 1, 1973, the claims of Paul M. Jones, based upon Lien No. ML-70-116, in the amount of \$26,400.56 and Lien No. ML-72-65 in the same amount filed by Paul M. Jones in the Office of the District Court Clerk of Washington County, Oklahoma, were both heard by the Court, after presentation by Matthew Kane of Pawhuska, Oklahoma, counsel for Mr. Paul M. Jones, and determined not to be liens against the real estate involved in these proceedings, but to be only a general claim in the Chapter XI proceedings in Case No. 71-B-400; that subsequent to the date of such hearing Paul M. Jones has disclaimed by written instrument any right, title and interest to the real estate which is the subject matter of these proceedings.

5. That subsequent to the evidentiary hearing of February 1, 1973, counsel for the Receivers and special counsel for the Receivers, R. D. Mahan, have met with lien claimants, Richard Kane and Dewey Mill and Elevator, Inc. and have resolved these claims, subject to the approval of the Court in the following manner, to-wit:

The claim of Dewey Mill and Elevator, Inc. filed as Lien No. ML-71-1 in the amount of \$56,567.11 was filed on January 5, 1971, in the Office of the District Court Clerk of Osage County, Oklahoma; that after lengthy analyses of the claim, counsel for the Receivers recommend the allowance of only \$12,737.25, and the remainder of the claim in the amount of \$43,829.86 shall be heard as a general claim against the debtor estate in Case No. 71-B-400; that there are other claimants against Dewey Mill and Elevator, Inc. who have filed claims against the claim of Dewey Mill and Elevator, and that the amount in the sum of \$12,737.25 should be placed in a separate escrow account, and hearing can be had upon the rights, if any, of claimants against Dewey Mill and Elevator, Inc., and not disbursed by the Receivers until such rights, if any, have been determined.

That the Receivers, by and through their counsel and special counsel, have made a case analysis of the claim of Richard Kane, which claim is based upon a real estate mortgage given by E. C. Mullendore III and Linda Mullendore, and which mortgage covered lands owned by E. C. Mullendore III, together with lands owned by Eugene C. and Kathleen Boren Mullendore; together with lands not owned by either E. C. Mullendore III and Linda Mullendore or Eugene C. Mullendore and Kathleen Boren Mullendore; that these mortgaged lands included the Big Annie Farm, which was included in the Mullendore land sale; that there is ample security remaining to Richard Kane in lands owned by E. C. Mullendore III which have been transferred to the Debtor Estate in Case No. 71-B-400; that the total amount of the Richard Kane mortgage indebtedness, including principal, interest, and attorney's fee is the sum

of \$213,068.21. Richard Kane has agreed to accept the sum of \$210,000.00 for his release of mortgage covering all lands mortgaged; that such compromise, in the opinion of counsel for Receivers, inures to the benefit of the debtor estate and all creditors thereof.

6. That there are no other claimants in these proceedings which have a valid lien against any of the lands of the Debtor Estate.

7. That it is necessary in order to perfect title to the lands heretofore sold in the Mullendore land sale, final confirmation of which is set for March 1, 1973, at 10:00 o'clock A. M. before this Court, that the Receivers be and they are hereby

AUTHORIZED and DIRECTED to disburse from funds on deposit in the hands of the Receivers the following:

- (a) To Benson Lumber Company and its attorney of record, Matthew Kane, the sum of \$69,484.67, which includes interest;
- (b) To Richard Kane the sum of \$210,000.00; and
- (c) To establish an escrow account in the amount of \$12,737.25 to be held for the benefit of Dewey Mill and Elevator, Inc. pending a hearing and determination of the rights, if any, of claimants against Dewey Mill and Elevator, Inc. who have filed claims against such proceeds.

IT IS FURTHER ORDERED that Paul M. Jones has no lien claim against the real estate which is the subject matter of these proceedings, but has only a general claim against the debtors in Case No. 71-B-400.



ALLEN E. BARROW, Chief United States District
Judge for the Northern District of Oklahoma

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

F I L E D

FEB 26 1974 *hm*

Jack C. Silver, Clerk
U. S. DISTRICT COURT

PAUL WM. POLIN and MARSHA
POLIN,

Plaintiffs,

vs.

DUN & BRADSTREET, INC., a
Delaware corporation,

Defendant.

70-C-36 ✓

ORDER SUSTAINING DEFENDANT'S
MOTION FOR SUMMARY JUDG-
MENT

The Court has for consideration the Motions for Summary Judgment filed by plaintiffs and defendant, and having carefully perused the entire file, and, being fully advised in the premises, finds:

The basic cause of action asserted by plaintiffs is an alleged invasion of the right of privacy. The two alleged credit reports complained of by plaintiffs were rendered November 25, 1966, and January 16, 1968. The instant litigation was commenced January 29, 1970.

Defendant has raised the affirmative defense of statute of limitations. To determine if the instant litigation is barred by the statute of limitations, it is incumbent upon this Court to characterize what kind of action an alleged

invasion of the right of privacy constitutes. This Court has been unable to find a case wherein the Oklahoma Supreme Court has spoken on this subject. The most recent out-pouring on the subject can be found in Volume 43 of the Oklahoma Law Journal at page 3594. The case is styled Enge v. Oklahoma Collection Bureau, Inc. (No. 45220, December 27, 1972), but the opinion bears the following admonition: "This Opinion Not to Be Considered as Precedent or Authority and Not for Publication in the Official Reporter."

The Court will characterize the present action as one sounding in tort. 62 Am.Jur.2d, Privacy, Section 3. In doing so, this Court assumes that Oklahoma would embrace the generally prevalent dictates of public policy in cases involving the invasion of the right of privacy.

This Court will not in any way presuppose the attitude of the Oklahoma Supreme Court in determining if a cause of action on the invasion of the right of privacy can be maintained in Oklahoma. This Court is only stating that if such an action can be maintained, it sounds in tort and the two year statute of limitations would apply. This being the case, the causes of action and complaint asserted here by plaintiffs are barred by the applicable statute of limitations.

The Court, having made this determination, will not comment on the other grounds raised by both Motions for Summary Judgement, as the Court's ruling on the two year statute of limitation is dispositive of the litigation .

IT IS, THEREFORE, ORDERED that judgment be entered in favor of defendant and against plaintiffs, said causes of action being barred by the statute of limitations.

IT IS, FURTHER ORDERED that Defendant's Motion for Summary Judgment be sustained, said causes of action being barred by the applicable two year statute of limitations.

ENTERED this 25th day of February, 1974.



CHIEF UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 20.00 Acres of Land, More or)
 Less, Situate in Nowata County,)
 State of Oklahoma, and Wiser)
 Oil Company, et al., and)
 Unknown Owners,)
)
 Defendants.)

CIVIL ACTION NO. 70-C-113

Tract No. 1132M

(Lessor Interest Only)

FILED
FEB 26 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

J U D G M E N T

1.

NOW, on this 25 day of February, 1974, this matter comes on for disposition on application of the Plaintiff, United States of America, for entry of judgment fixing just compensation in this matter. After having examined the files in this action and being advised by counsel, the Court finds:

2.

This judgment applies only to the lessor interest in the estate condemned in Tract No. 1132M, as such estate and tract are described in the Complaint filed in this action.

3.

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

4.

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

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power and authority to condemn for public use the property described above in paragraph 2. Pursuant thereto, on April 13, 1970, the United States of America filed its Declar-

ation of Taking of such property, and title thereto should be vested in the United States of America, as of the date of filing such instrument.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the lessor interest in the estate taken in the subject tract a certain sum of money, and none of this deposit has been disbursed, as set out below in paragraph 13.

7.

A pre-trial hearing in this case was set by the Court for March 20, 1973. Due notice of such hearing was given to all of the parties. The Plaintiff, United States of America, appeared at such hearing by Hubert A. Marlow, Assistant United States Attorney for the Northern District of Oklahoma. Mr. John R. Carle, Attorney, appeared for the owners of the subject property.

8.

At the said pre-trial conference Plaintiff advised that in the event of a trial its evidence as to compensation would be presented by the testimony of J. M. Wanenmacher, Sr., and would be in the amount of \$276.00.

The owner of the subject property advised that in the event of a trial its evidence as to compensation would be presented by the testimony of Jay Robertson, and would be in the amount of \$776.00.

Neither party requested a trial. Based upon the pre-trial statements of the parties, the Court concludes that a trial is not necessary or advisable and that the sum of \$500.00 should be adopted as the award of just compensation for the subject interest.

9.

This judgment will create a deficiency between the amount deposited as estimated just compensation for the lessor interest in the estate taken in subject tract and the amount

fixed by the Court as just compensation, and a sum of money sufficient to cover such deficiency should be deposited by the Government. This deficiency is set out below in paragraph 13.

10.

The defendants named in paragraph 13 as owners of the lessor interest in the estate taken in the subject tract are the only defendants asserting any interest in such property. All other defendants having either disclaimed or defaulted, the named defendants are the owners of such property, as of the date of taking and, as such, are entitled to receive the just compensation awarded by this judgment.

11.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power and authority to condemn for public use the subject tract, as it is described in the Complaint filed herein, and such property, to the extent of the lessor interest in the estate described in such Complaint, is condemned, and title thereto is vested in the United States of America, as of April 13, 1970, and all defendants herein and all other persons are forever barred from asserting any claim to such interest.

12.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking in this case, the owners of the lessor interest in the estate taken herein in subject tract were the defendants whose names appear below in paragraph 13, and the right to receive the just compensation awarded by this judgment is vested in the parties so named.

13.

It Is Further ORDERED, ADJUDGED and DECREED that the sum of \$500.00 hereby is adopted as the award of just compensation for the lessor interest in the estate taken in subject tract, as shown by the following schedule:

TRACT NO. 1132M
(Lessor Interest Only)

Owners of Lessor Interest:

P.I.C. Management Co., Inc.

Award of just compensation pursuant to Court's findings ----	\$500.00	\$500.00
Deposited as estimated compensation --	276.00	
Disbursed to owners -----		<u>None</u>
Balance due to owners -----		<u>\$500.00</u>
Deposit deficiency -----	\$224.00	

14.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America shall pay into the Registry of this Court for the benefit of the owners the deposit deficiency shown in paragraph 13 above, in the total amount of \$224.00, and such sum shall be placed in the deposit for the subject tract in this civil action.

Upon receipt of such deficiency deposit the Clerk of this Court shall disburse the deposit for the subject tract as follows:

To - P.I.C. Management Co., Inc. ----- \$500.00

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Hubert A. Marlow

HUBERT A. MARLOW
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 50.00 Acres of Land, More or)
 Less, Situate in Nowata County,)
 State of Oklahoma, and Sidney)
 M. Wyly, et al., and Unknown)
 Owners,)
)
 Defendants.)

CIVIL ACTION NO. 71-C-191
Tract No. 1614M
(Lessor Interest Only)

FILED

FEB 26 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

J U D G M E N T

1.

NOW, on this 25 day of February, 1974, this matter comes on for disposition on application of the Plaintiff, United States of America, for entry of judgment fixing just compensation in this matter. After having examined the files in this action and being advised by counsel, the Court finds:

2.

This judgment applies only to the lessor interest in the estate condemned in Tract No. 1614M, as such estate and tract are described in the Complaint filed in this action.

3.

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

4.

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

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power and authority to condemn for public use the property described above in paragraph 2. Pursuant thereto, on

June 1, 1971, the United States of America filed its Declaration of Taking of such property, and title thereto should be vested in the United States of America, as of the date of filing such instrument.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the lessor interest in the estate taken in the subject tract a certain sum of money, and none of this deposit has been disbursed, as set out below in paragraph 13.

7.

A pre-trial hearing in this case was held by the parties on March 27, 1973. Due notice of such hearing was given to all of the parties. The Plaintiff, United States of America, appeared at such hearing by Hubert A. Marlow, Assistant United States Attorney for the Northern District of Oklahoma. Mr. John R. Carle, Attorney, appeared for the estate of Dorothy E. Boyd. Mr. W. E. Maddux, Attorney, appeared for Ruby Helen Barnes Hancock. No other owners appeared either in person or by counsel.

8.

At the said pre-trial conference the Plaintiff advised that in the event of a trial its evidence as to compensation would be presented by testimony of J. M. Wanenmacher, Jr., and would be in the amount of \$750.00. The owners of subject property, who were represented, advised that in the event of trial their evidence as to compensation would be in the amount of \$1,500.00.

Neither party requested a trial. Based upon the pre-trial statements of the parties the Court concludes that a trial is not necessary or advisable and that the sum of \$1,000.00 should be adopted as the award of just compensation for the subject interest.

9.

This judgment will create a deficiency between the amount deposited as estimated just compensation for the lessor interest in the estate taken in subject tract and the amount

fixed by the Court as just compensation, and a sum of money sufficient to cover such deficiency should be deposited by the Government. This deficiency is set out below in paragraph 13.

10.

The defendants named in paragraph 13 as owners of the lessor interest in the estate taken in the subject tract are the only defendants asserting any interest in such property. All other defendants having either disclaimed or defaulted, the named defendants are the owners of such property, as of the date of taking and, as such, are entitled to receive the just compensation awarded by this judgment.

(On the date of taking in this case the land records showed that Harold Boyd owned a 1/16 interest in the subject property. He is now deceased and Dorothy E. Boyd has succeeded to his interest, which added to her own gives her a 1/8 interest in subject property. However, Dorothy E. Boyd has been declared incompetent and Bobby G. Boyd has been appointed guardian of her estate and is entitled to receive her share of the subject award.)

11.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power and authority to condemn for public use the subject tract, as it is described in the Complaint filed herein, and such property, to the extent of the lessor interest in the estate described in such Complaint, is condemned, and title thereto is vested in the United States of America, as of June 1, 1971, and all defendants herein and all other persons are forever barred from asserting any claim to such interest.

12.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking in this case, the owners of the lessor interest in the estate taken herein in subject tract were the defendants whose names appear below in paragraph 13, and the right to receive the just compensation awarded by this judgment is vested in the parties so named.

13.

It Is Further ORDERED, ADJUDGED and DECREED that the sum of \$1,000.00 hereby is adopted as the award of just compensation for the lessor interest in the estate taken in subject tract, as shown by the following schedule:

TRACT NO. 1614M
(Lessor Interest Only)

Owners:

Sidney M. Wylly -----	1/4
Robert F. Wylly -----	1/4
Bobby G. Boyd, Guardian of the Estate of Dorothy E. Boyd -----	1/8
Ruby Helen Barnes Hancock -----	1/8
Howard M. Nichols -----	1/4

Award of just compensation pursuant to Court's findings -----	\$1,000.00	\$1,000.00
Deposited as estimated compensation ---	750.00	
Disbursed to owners -----		<u>None</u>
Balance due to owners -----		\$1,000.00
Deposit deficiency -----	\$250.00	

14.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America shall pay into the Registry of this Court for the benefit of the owners the deposit deficiency shown in paragraph 13 above, in the total amount of \$250.00, and such sum shall be placed in the deposit for the subject tract in this civilaction.

Upon receipt of such deficiency deposit the Clerk of this Court shall disburse the deposit for the subject tract as follows:

To - Sidney M. Wylly -----	\$250.00
Robert F. Wylly -----	\$250.00
Bobby G. Boyd, Guardian of the Estate of Dorothy E. Boyd -----	\$125.00
Ruby Helen Barnes Hancock -----	\$125.00
Howard M. Nichols -----	\$250.00

APPROVED:

Allen E. Barrow
UNITED STATES DISTRICT JUDGE

Hubert A. Marlow
HUBERT A. MARLOW
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.) CIVIL ACTION NO. 71-C-192
)
 30.00 Acres of Land, More or) Tract No. 1617M
 Less, Situate in Nowata County,)
 State of Oklahoma, and Harold) (Lessor Interest Only)
 Boyd, et al., and Unknown)
 Owners,)
)
 Defendants.)

FILED

FEB 26 1974

Jack C. Silver, Clerk
U.S. DISTRICT COURT

J U D G M E N T

1.

NOW, on this 25 day of February, 1974, this matter comes on for disposition on application of the Plaintiff, United States of America, for entry of judgment fixing just compensation in this matter. After having examined the files in this action and being advised by counsel, the Court finds:

2.

This judgment applies only to the lessor interest in the estate condemned in Tract No. 1617M, as such estate and tract are described in the Complaint filed in this action.

3.

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

4.

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

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power and authority to condemn for public use the property described above in paragraph 2. Pursuant thereto, on

June 1, 1971, the United States of America filed its Declaration of Taking of such property, and title thereto should be vested in the United States of America, as of the date of filing such instrument.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the lessor interest in the estate taken in the subject tract a certain sum of money, and none of this deposit has been disbursed, as set out below in paragraph 13.

7.

A pre-trial hearing in this case was held by the parties on March 27, 1973. Due notice of such hearing was given to all of the parties. The Plaintiff, United States of America, appeared at such hearing by Hubert A. Marlow, Assistant United States Attorney for the Northern District of Oklahoma. Mr. John R. Carle, Attorney, appeared for the estate of Dorothy E. Boyd. No other owners appeared either in person or by counsel.

8.

At the said pre-trial conference the Plaintiff advised that in the event of a trial its evidence as to compensation would be presented by testimony of J. M. Wanenmacher, Jr., and would be in the amount of \$450.00. The owner of subject property appearing advised that in the event of trial its evidence as to compensation would be in the amount of \$850.00. Neither party requested a trial. Based upon the pre-trial statements of the parties the Court concludes that a trial is not necessary or advisable and that the sum of \$600.00 should be adopted as the award of just compensation for the subject interest.

9.

This judgment will create a deficiency between the amount deposited as estimated just compensation for the lessor interest in the estate taken in subject tract and the amount fixed by the Court as just compensation, and a sum of money sufficient to cover such deficiency should be deposited by the Government. This deficiency is set out below in paragraph 13.

10.

The defendants named in paragraph 13 as owners of the lessor interest in the estate taken in the subject tract are the only defendants asserting any interest in such property. All other defendants having either disclaimed or defaulted, the named defendants are the owners of such property, as of the date of taking and, as such, are entitled to receive the just compensation awarded by this judgment.

(On the date of taking in this case the land records showed that Harold Boyd owned a 1/4 interest in the subject property. He is now deceased and Dorothy E. Boyd has succeeded to his interest, which, added to her own, gives her a 1/2 interest in subject property. However, Dorothy E. Boyd has been declared incompetent and Bobby G. Boyd has been appointed guardian of her estate and is entitled to receive her share of the subject award.)

11.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power and authority to condemn for public use the subject tract, as it is described in the Complaint filed herein, and such property, to the extent of the lessor interest in the estate described in such Complaint, is condemned, and title thereto is vested in the United States of America, as of June 1, 1971, and all defendants herein and all other persons are forever barred from asserting any claim to such interest.

12.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking in this case, the owners of the lessor interest in the estate taken herein in subject tract were the defendants whose names appear below in paragraph 13, and the right to receive the just compensation awarded by this judgment is vested in the parties so named.

13.

It Is Further ORDERED, ADJUDGED and DECREED that the sum of \$600.00 hereby is adopted as the award of just compensa-

tion for the lessor interest in the estate taken in subject tract,
as shown by the following schedule:

TRACT NO. 1617M
(Lessor Interest Only)

Owners:

Bobby G. Boyd, Guardian of the
Estate of Dorothy E. Boyd ----- 1/2
William A. Estlin ----- 1/2

Award of just compensation pursuant to Court's findings -----	\$600.00	\$600.00
Deposited as estimated compensation ---	450.00	
Disbursed to owners -----		<u>None</u>
Balance due to owners -----		<u>\$600.00</u>
Deposit deficiency -----	\$150.00	

14.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America shall pay into the Registry of this Court for the benefit of the owner the deposit deficiency shown in paragraph 13 above, in the total amount of \$150.00, and such sum shall be placed in the deposit for the subject tract in this civil action.

Upon receipt of such deficiency deposit the Clerk of this Court shall disburse from the deposit for the subject tract as follows:

To - Bobby G. Boyd, Guardian of the
Estate of Dorothy E. Boyd ----- \$300.00
William A. Estlin ----- \$300.00

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Hubert A. Marlow

HUBERT A. MARLOW
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.) CIVIL ACTION NO. 71-C-194
)
 20.00 Acres of Land, More or) Tract No. 1622M
 Less, Situate in Nowata County,)
 State of Oklahoma, and Harold) (Lessor Interest Only)
 E. Boyd, et al., and Unknown)
 Owners,)
)
 Defendants.)

E I L E D

FEB 26 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

J U D G M E N T

1.

NOW, on this 25 day of February, 1974, this matter comes on for disposition on application of the Plaintiff, United States of America, for entry of judgment fixing just compensation in this matter. After having examined the files in this action and being advised by counsel, the Court finds:

2.

This judgment applies only to the lessor interest in the estate condemned in Tract No. 1622M, as such estate and tract are described in the Complaint filed in this action.

3.

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

4.

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

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power and authority to condemn for public use the property described above in paragraph 2. Pursuant thereto, on

June 1, 1971, the United States of America filed its Declaration of Taking of such property, and title thereto should be vested in the United States of America, as of the date of filing such instrument.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the lessor interest in the estate taken in the subject tract a certain sum of money, and none of this deposit has been disbursed, as set out below in paragraph 13.

7.

A pre-trial hearing in this case was held by the parties on March 27, 1973. Due notice of such hearing was given to all of the parties. The Plaintiff, United States of America, appeared at such hearing by Hubert A. Marlow, Assistant United States Attorney for the Northern District of Oklahoma. Mr. John R. Carle, Attorney, appeared for the owner of the subject property.

8.

At the said pre-trial conference the Plaintiff advised that in the event of a trial its evidence as to compensation would be presented by testimony of J. M. Wanenmacher, Jr., and would be in the amount of \$1,692.00. The owner of subject property advised that in the event of trial its evidence as to compensation would be in the amount of \$2,500.00. Neither party requested a trial. Based upon the pre-trial statements of the parties, the Court concludes that a trial is not necessary or advisable and that the sum of \$2,000.00 should be adopted as the award of just compensation for the subject interest.

9.

This judgment will create a deficiency between the amount deposited as estimated just compensation for the lessor interest in the estate taken in subject tract and the amount fixed by the Court as just compensation, and a sum of money sufficient to cover such deficiency should be deposited by the Government. This deficiency is set out below in paragraph 13.

10.

The defendant named in paragraph 13 as owner of the lessor interest in the estate taken in the subject tract is the only defendant asserting any interest in such property. All other defendants having either disclaimed or defaulted, the named defendant is the owner of such property, as of the date of taking and, as such, is entitled to receive the just compensation awarded by this judgment.

(On the date of taking in this case the land records showed that Harold E. Boyd and Dorothy E. Boyd held the subject property in joint tenancy. Harold is now deceased and Dorothy E. Boyd has succeeded to his interest. However, Dorothy E. Boyd has been declared incompetent and Bobby G. Boyd has been appointed guardian of her estate and is entitled to receive the subject award.)

11.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power and authority to condemn for public use the subject tract, as it is described in the Complaint filed herein, and such property, to the extent of the lessor interest in the estate described in such Complaint, is condemned, and title thereto is vested in the United States of America, as of June 1, 1971, and all defendants herein and all other persons are forever barred from asserting any claim to such interest.

12.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking in this case, the owner of the lessor interest in the estate taken herein in subject tract was the defendant whose names appears below in paragraph 13, and the right to receive the just compensation awarded by this judgment is vested in the party so named.

13.

It Is Further ORDERED, ADJUDGED and DECREED that the sum of \$2,000.00 hereby is adopted as the award of just compensa-

tion for the lessor interest in the estate taken in subject tract,
as shown by the following schedule:

TRACT NO. 1622M
(Lessor Interest Only)

Owner:

Bobby G. Boyd, Guardian of the
Estate of Dorothy E. Boyd

Award of just compensation pursuant to Court's findings -----	\$2,000.00	\$2,000.00
Deposited as estimated compensation ----	1,692.00	
Disbursed to owner -----		<u>None</u>
Balance due to owner -----		\$2,000.00
Deposit deficiency -----	\$308.00	

14.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America shall pay into the Registry of this Court for the benefit of the owner the deposit deficiency shown in paragraph 13 above, in the total amount of \$308.00, and such sum shall be placed in the deposit for the subject tract in this civil action.

Upon receipt of such deficiency deposit the Clerk of this Court shall disburse from the deposit for the subject tract as follows:

To - Bobby G. Boyd, Guardian of the
Estate of Dorothy E. Boyd ----- \$2,000.00

Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow

HUBERT A. MARLOW
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 296.00 Acres of Land, More or)
 Less, Situate in Osage County,)
 State of Oklahoma, and Eugene)
 R. Morgan, et al., and Unknown)
 Owners,)
)
 Defendants.)

CIVIL ACTION NO. 72-C-375 ✓

Tract No. 101

FILED

FEB 26 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

J U D G M E N T

1.

NOW, on this 25 day of February, 1974, this matter comes on for disposition on application of the Plaintiff, United States of America, for entry of judgment on the Report of Commissioners filed herein on January 21, 1974, and the Court, after having examined the files in this action and being advised by counsel for Plaintiff, finds that:

2.

This judgment applies only to the entire estate condemned in Tract No. 101, as such estate and tract are described in the Complaint and the Declaration of Taking filed in this action.

3.

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

4.

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

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power and authority to condemn for public use the subject tract

of land. Pursuant thereto, on October 17, 1972, the United States of America filed its Declaration of Taking of such tract of land, and title to the described estate in such tract should be vested in the United States of America as of the date of filing such instrument.

6.

On the filing of the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of the subject property a certain sum of money, and all of this deposit has been disbursed, as set out in paragraph 15 below.

7.

On December 5, 1973 the Court entered an order denying the parties a jury trial and appointing three Commissioners to try the issue of just compensation in this case. Thereafter, the matter was set for trial, notices of the trial were issued by the Clerk, and the issue of just compensation was tried before the three Commissioners on December 18 and 19, 1973.

8.

The Report of Commissioners was filed herein on January 21, 1974, and the same is hereby accepted and adopted as a finding of fact as to subject tract. The amount of just compensation for the estate taken in the subject tract, as fixed by the Commission, is set out in paragraph 15 below.

9.

This judgment will create a deficiency between the amount deposited as estimated just compensation for the estate taken in subject tract and the amount fixed by the Commission and the Court as just compensation, and a sum of money sufficient to cover such deficiency should be deposited by the Government. This deficiency is set out in paragraph 15 below.

10.

The defendants named in paragraph 15 as owners of subject tract are the only persons asserting any interest in the estate condemned herein. All other defendants having either disclaimed or

defaulted, the named defendants, as of the date of taking, were the owners of the estate condemned herein, and, as such, are entitled to receive the award of just compensation for the estate taken.

11.

A stipulation for exclusion of property, executed by the former owners and the United States of America, was filed herein on February 11, 1974, whereby certain improvements situated on the subject tract were excluded from the taking in this case and it was agreed that consideration for such exclusion would be the salvage value of the improvements, to-wit, the sum of \$500.00, and that payment would be effected by deducting this sum from the award as fixed by the Commissioners. Such stipulation should be approved.

12.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power and authority to condemn for public use the property described in the Complaint and Declaration of Taking filed herein, and such property, with the exception of the improvements excluded by paragraph 13, to the extent described in such Complaint and Declaration of Taking, is condemned, and title thereto is vested in the United States of America, as of the date of filing such Declaration of Taking, and all defendants herein and all other persons are forever barred from asserting any claim to such estate.

13.

It Is Further ORDERED, ADJUDGED and DECREED that the stipulation for exclusion of property, described in paragraph 11, hereby is confirmed and title to the property described therein remains vested in the owners, and the salvage value thereof shall be deducted from the award fixed by the Commissioners.

14.

It Is Further ORDERED, ADJUDGED and DECREED that as of the date of taking herein the owners of the subject property were the persons whose names appear in the schedule shown in paragraph

15 below and the right to receive the just compensation for the estate taken herein in subject tract is vested in such owners.

15.

The Report of Commissioners filed herein on January 21, 1974, hereby is confirmed and the sum therein fixed is adopted as just compensation (subject to the deduction provided by paragraph 13) for the estate taken in subject tract, as shown by the following schedule:

TRACT NO. 101

Owners:

Eugene R. Morgan and

Eva M. Morgan

Award of just compensation pursuant to Commissioners Report -----	\$151,820.00	\$151,820.00
Less deduction for salvage value of improvements revested -----	500.00	500.00
	<u>\$151,320.00</u>	<u>\$151,320.00</u>
Deposited as estimated compensation -	\$74,000.00	
Disbursed to owners -----		<u>\$74,000.00</u>
Balance due to owners -----		<u>\$77,320.00</u>
Deposit deficiency -----	\$77,320.00	

16.

It Is Further ORDERED that the United States of America shall pay into the Registry of this Court for the benefit of the owners the deposit deficiency for the subject tract in the amount of \$77,320.00, together with interest on such deficiency at the rate of 6% per annum from October 17, 1972, until the date of deposit of such deficiency sum; and such sum shall be placed in the deposit for subject tract in this Civil Action.

After such deposit has been made the Clerk of this Court shall disburse the entire amount then on deposit, jointly, to Eugene R. Morgan and Evah M. Morgan.

UNITED STATES DISTRICT JUDGE

APPROVED:

JOSEPH M. BEST
Attorney for Defendants

HUBERT A. MARLOW
Assistant United States Attorney

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

ZESTEE FOODS, INCORPORATED,
Plaintiff,

vs.

UNITED STATES FIDELITY AND GUARANTY
COMPANY, A Corporation,
Defendant,

and

UNITED STATES FIDELITY AND GUARANTY
COMPANY, A Corporation,
Third-Party Plaintiff,

vs.

JERRY WILKES,
Third-Party Defendant.

~~FILED~~

~~FEB 21 1974~~

~~CLERK, U.S. DISTRICT COURT
BY *Jack C. Silver*
DEPUTY~~

) No. Civil Action
) 73-C-15

~~FILED~~

~~FEB 21 1974~~

Jack C. Silver, Clerk
U. S. DISTRICT COURT

JUDGMENT

Based on the findings of fact and conclusions of law this date filed on
this cause, it is

THE JUDGMENT OF THIS COURT that the plaintiff have and recover
of and from the defendant, United States Fidelity and Guaranty Company, judg-
ment in the sum of \$42,000.00 with interest thereon at the rate of six percent
(6%) per annum from the 16th day of January, 1973 to the date of this judgment
and thereafter at the rate of ten percent (10%) per annum until paid.

THE JUDGMENT OF THIS COURT that the defendant, United States
Fidelity and Guaranty Company, have and recover of and from the third-party
defendant, Jerry Wilkes, the sum of \$42,000.00 with interest thereon at the
rate of six percent (6%) per annum from the 16th day of January, 1973 to the
date of this judgment and thereafter at the rate of ten percent (10%) per annum
until paid.

Dated this 21st day of February, 1974.

Luther Bohanon
Luther Bohanon
United States District Judge

~~ENTERED IN JUDGMENT DOCKET ON 2-21-74~~

By: _____

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

CBO R. MERK,
Plaintiff,
vs.
JOHN TUCKER, d/b/a
TUCKER TRUCKING CO., and
DELBERT E. ARNOLD,
Defendants.

No. 73-C-221

FILED

FEB 21 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

STIPULATION OF DISMISSAL WITHOUT PREJUDICE

Comes now the plaintiff, through her attorney, Jack I Gaither, and the defendants through their attorney, Joseph F. Glass, and stipulate that the above captioned cause of action be dismissed without prejudice to filing a future action herein.

Jack I. Gaither

Attorney for Plaintiff

Joseph F. Glass

Attorney for Defendants

ORDER

NOW on this 25 day of Feb., 1974, 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.

FILED

FEB 25 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that
the above styled cause be, and the same is hereby dismissed
without prejudice to the right of the plaintiffs to bring
any future action arising from said cause of action.

151 Fred Daugherty
2 JUDGE

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

GARY F. OLTMANN, for
himself, and ALICIA RAE
OLTMANN, a minor, by
GARY F. OLTMANN, her
father and next friend,
both heirs and next of kin
of PAMELLE A. OLTMANN,
deceased,

Plaintiff,

vs.

JOHN TUCKER, d/b/a
TUCKER TRUCKING CO., and
DELBERT E. ARNOLD,

Defendants.

FILED

FEB 21 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

No. 73-C-222

STIPULATION OF DISMISSAL WITHOUT PREJUDICE

Come now the plaintiffs, through their attorney, Jack
I Gaither, and the defendants through their attorney, Joseph
F. Glass, and stipulate that the above captioned cause of action
be dismissed without prejudice to filing a future action herein.

Jack I. Gaither
Attorney for Plaintiffs

Joseph F. Glass
Attorney for Defendants

ORDER

NOW on this 25th day of February, 1974, 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.

FILED
FEB 25 1974
Jack C. Silver, Clerk
U. S. DISTRICT COURT

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that
the above styled cause ^{of action and complaint} be, and the same is hereby dismissed
without prejudice to the right of the plaintiffs to bring
any future action arising from said cause of action.

W. Allen E. Barrow
JUDGE

FILED

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

FEB 20 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
) Plaintiff,)
vs.)
)
)
RICHARD ALLEN TAYLOR, et al.,)
)
)
) Defendants.)

CIVIL ACTION NO. 73-C-277 ✓

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 14
day of February, 1974, the plaintiff appearing by Robert P.
Santee, Assistant United States Attorney, the defendants,
County Treasurer, Tulsa County, and Board of County Commissioners,
Tulsa County, appearing by Gary J. Summerfield, Assistant District
Attorney, and the defendants, Richard Allen Taylor, Gennie Taylor,
Dorman Stites d/b/a Dorman Home Supplies, and Termplan of South
Main, Inc., appearing not.

The Court being fully advised and having examined
the file herein finds that Dorman Stites d/b/a Dorman Home Supplies
was served with Summons, Complaint, and Amendment to Complaint
on August 28, 1973, and October 5, 1973, respectively; that
County Treasurer, Tulsa County, and Board of County Commissioners,
Tulsa County, were served with Summons, Complaint, and Amendment
to Complaint on August 23, 1973, and October 4, 1973, respectively;
that Termplan of South Main, Inc., was served with Summons, Complaint,
and Amendment to Complaint on October 4, 1973, all as appears
from the Marshal's Return of Service herein; that Richard Allen
Taylor and Gennie Taylor were served by publication, as appears
from the Proof of Publication filed herein on February 12, 1974.

It appearing that defendants, County Treasurer, Tulsa
County, and Board of County Commissioners, Tulsa County, have
duly filed their answer herein on August 30, 1973, and that
defendants, Richard Allen Taylor, Gennie Taylor, Dorman Stites
d/b/a Dorman Home Supplies, and Termplan of South Main, Inc.,
have failed to answer herein and that default has been entered
by the Clerk of this Court.

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

Lot Twenty-one (21), Block Five (5), NORTHGATE THIRD ADDITION, an addition in Tulsa County, State of Oklahoma, according to the recorded plat thereof.

THAT the defendants, Richard Allen Taylor and Gennie Taylor, did, on the 16th day of December, 1970, execute and deliver to Diversified Mortgage and Investment Company, their mortgage and mortgage note in the sum of \$14,250.00 with 8 1/2 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

That by Assignment of Mortgage of Real Estate dated December 23, 1970, Diversified Mortgage and Investment Company assigned said note and mortgage to Federal National Mortgage Association; that by Reassignment of Mortgage of Real Estate dated April 1, 1971, Federal National Mortgage Association reassigned said note and mortgage to Diversified Mortgage and Investment Company; that by Assignment of Mortgage of Real Estate dated April 15, 1971, Diversified Mortgage and Investment Company assigned said note and mortgage to Home Federal Savings and Loan Association of Tulsa; and that by Assignment of Mortgage of Real Estate dated October 13, 1971, Home Federal Savings and Loan Association of Tulsa assigned said note and mortgage to the Secretary of Housing and Urban Development, his successors and assigns as such.

The Court further finds that the defendants, Richard Allen Taylor and Gennie Taylor, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$15,289.67 as unpaid principal, with

interest thereon at the rate of 8 1/2 percent interest per annum from September 1, 1972, until paid, plus the cost of this action accrued and accruing.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Richard Allen Taylor and Gennie Taylor, the sum of \$39.98 for personal property taxes for the years 1971 and 1973 and the sum of \$575.98 for ad valorem taxes for the years 1971, 1972, and 1973 and that Tulsa County should have judgment, in rem, for said amount.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Richard Allen Taylor and Gennie Taylor, in rem, for the sum of \$15,289.67 with interest thereon at the rate of 8 1/2 percent interest per annum from September 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

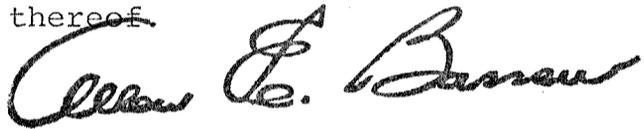
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County of Tulsa have and recover judgment, in rem, against the defendants, Richard Allen Taylor and Gennie Taylor, for the sum of \$615.96 as of the date of this judgment plus interest thereafter according to law, and that such judgment is superior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment, in rem, against the defendants, Dorman Stites d/b/a Dorman Home Supplies and Termplan of South Main, Inc.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property and apply the proceeds thereof in satisfaction of plaintiff's judgment, which sale shall be subject to the

tax judgment of Tulsa County, supra. 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, all of the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.

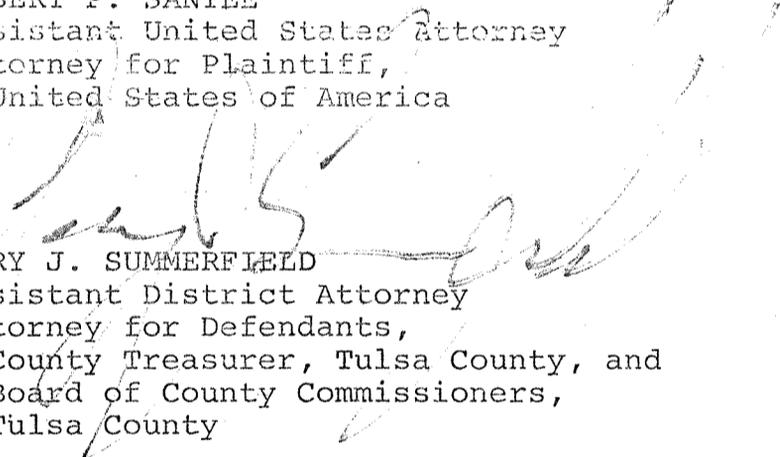


United States District Judge

APPROVED.



ROBERT P. SANTEE
Assistant United States Attorney
Attorney for Plaintiff,
United States of America



GARY J. SUMMERFIELD
Assistant District Attorney
Attorney for Defendants,
County Treasurer, Tulsa County, and
Board of County Commissioners,
Tulsa County

FILED

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

FFB 20 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
Plaintiff,)
vs.) CIVIL ACTION NO. 73-C-354
)
DONALD R. MCMURTRY, et al.,)
)
Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 14
day of February, 1974, the plaintiff appearing by Robert P.
Santee, Assistant United States Attorney, the defendants, County
Treasurer, Tulsa County, and Board of County Commissioners,
Tulsa County, appearing by Gary J. Summerfield, Assistant District
Attorney, and the defendants, Donald R. McMurtry and Linda L.
McMurtry, appearing not.

The Court being fully advised and having examined
the file herein finds that Donald R. McMurtry and Linda L.
McMurtry were served with Summons and Complaint on January 2,
1974; and that County Treasurer, Tulsa County, and Board of
County Commissioners, Tulsa County, were served with Summons
and Complaint on November 6, 1973, all as appears from the
Marshal's Return of Service herein.

It appearing that the defendants, County Treasurer,
Tulsa County, and Board of County Commissioners, Tulsa County,
have duly filed their answer herein on November 9, 1973, and
that the defendants, Donald R. McMurtry and Linda L. McMurtry,
have failed to answer herein and that default has been entered
by the Clerk of this Court.

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

Lot Nine (9), Block Six (6), BRIARGLEN
EAST, an Addition in Tulsa County, State
of Oklahoma, according to the recorded
plat thereof.

THAT the defendants, Donald R. McMurtry and Linda L. McMurtry, did, on the 1st day of February, 1971, execute and deliver to Mercury Mortgage Co., Inc., their mortgage and mortgage note in the sum of \$16,750.00 with 8 1/2 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

That by Assignment of Mortgage of Real Estate dated February 4, 1971, Mercury Mortgage Co., Inc., assigned said note and mortgage to Central Bergen Savings and Loan Association; that by Reassignment of Mortgage of Real Estate dated August 12, 1971, Central Bergen Savings and Loan Association reassigned said note and mortgage to Mercury Mortgage Co., Inc.; that by Assignment of Mortgage of Real Estate dated August 17, 1971, Mercury Mortgage Co., Inc., assigned said note and mortgage to North New York Savings and Loan Association; and that by Assignment of Mortgage of Real Estate dated October 17, 1972, North New York Savings Bank, formerly North New York Savings and Loan Association assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D.C., his successors and assigns as such.

The Court further finds that the defendants, Donald R. McMurtry and Linda L. McMurtry, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$16,555.61 as unpaid principal, with interest thereon at the rate of 8 1/2 percent interest per annum from August 1, 1972, until paid, plus the cost of this action accrued and accruing.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Donald R. McMurtry and Linda L. McMurtry, the sum of \$39.68 for personal property taxes for the year 1972 and the sum of \$646.31 for

ad valorem taxes for the years 1972 and 1973 and that Tulsa County should have judgment for said amount.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Donald R. McMurtry and Linda L. McMurtry, in personam, for the sum of \$16,555.61 with interest thereon at the rate of 8 1/2 percent interest per annum from August 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County of Tulsa have and recover judgment against the defendants, Donald R. McMurtry and Linda L. McMurtry, for the sum of \$685.99 as of the date of this judgment plus interest thereafter according to law, and that such judgment is superior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property and apply the proceeds thereof in satisfaction of plaintiff's judgment, which sale shall be subject to the tax judgment of Tulsa County, supra. The residue, if any, to be deposited with the Clerk of the Court to await further order of the Court.

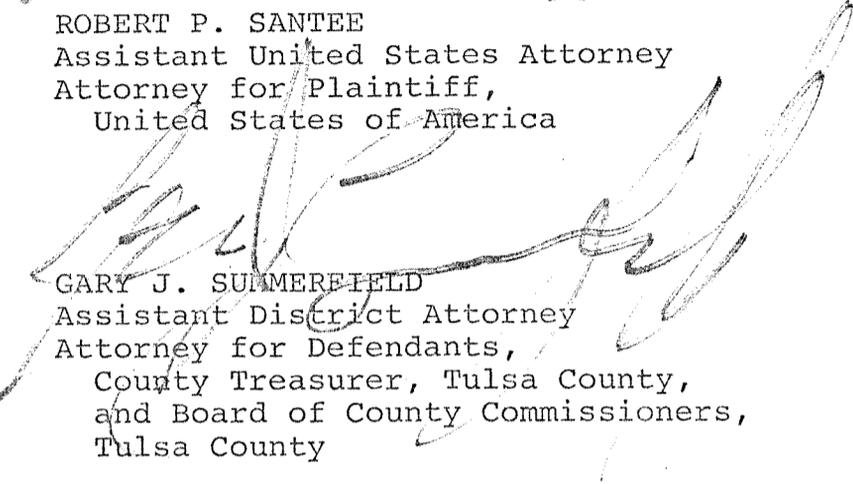
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, all of the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed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

15/ Allen E. Barron
United States District Judge

APPROVED.



ROBERT P. SANTEE
Assistant United States Attorney
Attorney for Plaintiff,
United States of America



GARY J. SUMMERFIELD
Assistant District Attorney
Attorney for Defendants,
County Treasurer, Tulsa County,
and Board of County Commissioners,
Tulsa County

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

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	CIVIL ACTION NO. 73-C-273
vs.)	
)	
JERRY DANIEL TYNER, et al.,)	
)	
Defendants.)	

FILED
FEB 19 1974
 Jack C. Silver, Clerk
 U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 14 day of February, 1974, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, Jerry Daniel Tyner, Lois F. Tyner, Ronald E. Dyer, and Mae Brown, appearing not.

The Court being fully advised and having examined the file herein finds that due and legal process of service of summons and complaint were made on defendants, Jerry Daniel Tyner on September 5, 1973, on Lois F. Tyner on August 28, 1973, and on Ronald E. Dyer on August 28, 1973, all as appears from the Marshal's Returns of Service herein; that after diligent effort the whereabouts and residence of defendant, Mae Brown, could not be determined and that said defendant was served by publication pursuant to 28 U.S.C., Section 1655, as appears from the Proof of Publication filed herein on February 14, 1974, and

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

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

Lot Four (4), Block Fifty-Three (53), VALLEY VIEW ACRES THIRD ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

That the defendants, Jerry Daniel Tyner and Lois F. Tyner, did, on the 26th day of June, 1968, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$10,600.00 with 7 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that the defendants, Jerry Daniel Tyner and Lois F. Tyner, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$10,115.69 as unpaid principal, with interest thereon at the rate of 7 percent per annum from October 26, 1972, until paid plus the cost of this action accrued and accruing.

That the defendant, Ronald E. Dyer, by a General Warranty Deed dated June 10, 1971, filed June 11, 1971, in Book 3971, page 1873, took the property subject to the mortgage and mortgage note being foreclosed herein.

That the defendant, Mae Brown, claims some right, title and interest in the property by virtue of her occupancy of the premises being foreclosed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT the plaintiff have and recover judgment, in personam, against defendants, Jerry Danie Tyner and Lois F. Tyner, for the sum of \$10,115.69 with interest thereon at the rate of 7 percent per annum from October 26, 1972, until paid, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the plaintiff have and recover judgment, in rem, against defendants, Donald E. Dyer and Mae Brown.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of defendants, Jerry Daniel Tyner and Lois F. Tyner, to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the 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, all of 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.

s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:



ROBERT P. SANTEE
Assistant United States Attorney

the defendant's desire to limit the possible maximum penalty to less than that authorized if there is a jury trial.

4. That identical, like or similar punishment, so long as each sentence imposed is within the range provided by law, is not required by the Constitution. Further, the fact that indictments or informations do not always charge such violations, where an accused has had prior felony convictions, does not invalidate recidivist statutes as denying equal protection of the laws.

5. That the petitioner's allegations lack support in fact or law, his sentence is exactly as he proposed and bargained for, and his petition for writ of habeas corpus should be denied and dismissed.

IT IS, THEREFORE, ORDERED that the petition for writ of habeas corpus of Orville Larry Kaemper be and it is hereby denied and dismissed.

Dated this 19th day of February, 1974, at Tulsa, Oklahoma.


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

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

ORVILLE LARRY KAEMPER,)

Petitioner,)

vs.)

NO. 74-C-12

STATE OF OKLAHOMA,)

Respondent.)

FILED

FEB 19 1974

REPORT AND RECOMMENDATION

Jack C. Silver, Clerk
U. S. DISTRICT COURT

The above captioned file has been reviewed by the undersigned pursuant to the direction of the Honorable Allen E. Barrow, Chief Judge, United States District Court for the Northern District of Oklahoma, and the following report is made:

The cause of action is a petition for writ of habeas corpus filed pro se by Orville Larry Kaemper. The petition was originally filed in the Eastern District of Oklahoma in forma pauperis upon permission of said Court by Order filed January 9, 1974; and, the action was transferred therefrom to this District pursuant to 28 U.S.C. § 2241(d) by Order filed January 10, 1974.

Petitioner is a prisoner in the Oklahoma State Penitentiary at McAlester, Oklahoma, upon conviction in the Tulsa County District Court, State of Oklahoma, in Case No. CRF-73-400 charging shooting with intent to kill after former conviction of a felony, and in Case No. CRF-73-401 charging attempted robbery with firearms after former conviction of a felony. The convictions were on pleas of guilty and the petitioner was sentenced on March 15, 1973, to 15 years imprisonment in each case, the sentence in CRF-73-400 to run concurrently with that in CRF-73-401. No direct appeal was filed, but petitioner did file a petition, practically verbatim to his petition to this Federal Court, for post-conviction relief, habeas corpus, and mandamus, Case No. PC-73-373, which was denied by the District Court of Tulsa County by Order dated October 25, 1973, and said denial was affirmed by the Oklahoma Court of Criminal Appeals by Order dated November 26, 1973. The latter Order also held that petitioner's State remedies had been exhausted.

Petitioner alleges that his rights guaranteed by the Constitution of the United States were abridged in the State proceedings against him

in that he was denied due process of law, equal protection of the law, competent and effective aid of counsel, a transcript of his plea and sentence, and a hearing on his State post-conviction, habeas corpus and mandamus proceeding. He further alleges that he was forced to plead guilty under duress and coercion in that he was informed by the prosecuting attorney that upon a plea of guilty the prosecutor would recommend to the trial Court a sentence of 15 years in each case to run concurrently, but that a higher penalty would be sought from the jury if the case went to trial. Petitioner's final contention is that he was given an excessive sentence as compared to his "co-defendants" and he asserts that both of said "co-defendants" were subject to an "AFCF" charge, yet one received only one year and the other was released from custody.

Petitioner admits in his petition that he was represented by a Court-appointed attorney from the Public Defender's Office in his State proceedings, and he alleges nothing to support his bald, conclusionary assertion that he was denied competent and effective aid of counsel. A review of the transcripts of the pleas and sentences lends no support to this allegation and shows that Defendant's attorney sought and received in plea bargaining with the prosecution the recommended sentence suggested by the petitioner, which recommendation was followed by the trial Court.

Petitioner's sole assertion to support that his plea was not voluntary and was entered under duress and coercion is that it was entered because he was afraid he would receive a heavier penalty if he went to trial based on the prosecuting attorney's promise that he would recommend a sentence of 15 years in each case, to run concurrently, if pleas were entered, but that the prosecutor would seek a heavier penalty from the jury if the case went to trial. Petitioner makes no allegation that the prosecuting attorney failed to perform in accordance with any agreement he may have made; and, there is no showing of any breach of constitutionally approved procedures as established by the United States Supreme Court in Santobello v. New York, 404 U. S. 257 (1971). Further, the United States Supreme Court has held that "an otherwise valid plea is not involuntary because induced

by the defendant's desire to limit the possible maximum penalty to less than that authorized if there is a jury trial." Parker v. North Carolina, 397 U. S. 790, 795 (1970); Brady v. United States, 397 U. S. 742 (1970).

Petitioner's claims of excessive sentences as compared to that of his co-defendants is without merit as identical punishment for like crimes is not required by the Fourteenth Amendment; and, there is no constitutional requirement that prisoners charged under the same statute, or different statutes, should receive like or comparable sentences so long as each sentence imposed is within the range provided by law. Williams v. Oklahoma, 358 U. S. 576, 585 (1959) reh. denied 359 U. S. 956; Williams v. New York, 337 U. S. 241 (1949) reh. denied 337 U. S. 961, 338 U. S. 841; Andrus v. Turner, 421 F.2d 290 (10th Cir. 1970). Further, the Oklahoma recidivist statutes, 21 O.S.A. § 51, et seq., have been held to apply equally and impartially to all persons charged thereunder, and the fact that indictments or informations do not always charge violation of such statutes, where an accused has had prior felony convictions, does not invalidate the statute as denying equal protection of the laws. Sanders v. Waters, 199 F.2d 317 (10th Cir. 1952).

The Petitioner's final allegation that he was denied a hearing in his State post-conviction, habeas corpus, or mandamus proceeding is without merit as it is well settled in both State and Federal law that when the pleadings and files are sufficient to determine the merits of the petition, neither appointment of counsel nor an evidentiary hearing is required.

The petition, transcripts and files of the State proceedings have been reviewed, and therefrom as set out above it is respectfully recommended that there is no need to appoint counsel, a response is not necessary, an evidentiary hearing is not required for a decision herein, and the petition for writ of habeas corpus of Orville Larry Kaemper should be denied and dismissed.

Dated this 14th day of February, 1974.

Clarence S. Barnes
United States Magistrate

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

BOBBIE ZOE SHORT,)
)
 Plaintiff,)
 vs.)
 ENGLUND EQUIPMENT COMPANY,)
 WILLIAM ERNEST MORGAN and)
 DALE L. GOLDSTANDT,)
 Defendants.)

No. 73-C-85 ✓

E I L E D

FEB 14 1974 *lm*

Jack C. Silver, Clerk
U. S. DISTRICT COURT

JOEL B. SHORT,)
)
 Plaintiff,)
 vs.)
 ENGLUND EQUIPMENT COMPANY,)
 WILLIAM ERNEST MORGAN and)
 DALE L. GOLDSTANDT,)
 Defendants.)

No. 73-C-86

DALE LYNN GOLDSTANDT,)
)
 Plaintiff,)
 vs.)
 ENGLUND EQUIPMENT COMPANY, a)
 foreign corporation, TRANSIT)
 CASUALTY COMPANY, a foreign)
 insurance company, and)
 WILLIAM ERNEST MORGAN,)
 Defendants.)

No. 73-C-118

CONSOLIDATED

ORDER OVERRULING MOTION FOR NEW TRIAL
AND MOTION FOR JUDGMENT NOTWITHSTANDING THE
VERDICT AND ORDER FIXING SUPERSEDEAS BOND

On December 10, 1973, all Motions for New Trial and for Judgment Notwithstanding the Verdict came on for hearing with all parties being represented by their attorneys of record. At said hearing, the Court gave all parties an opportunity to introduce additional evidence, and no additional evidence was offered. The Court heard argument of counsel on various and sundry matters, and thereafter overruled all Motions for New Trial and all Motions Notwithstanding the Verdict, and

IT IS, THEREFORE, ORDERED:

1. That all Motions for New Trial and all Motions for Judgment Notwithstanding the Verdict are hereby overruled;
2. That the Court fixes supersedeas bond in the amount of \$325,000.00 in cases Nos. 73-C-85 and 73-C-86 consolidated for trial and disposition.

Dated this 13th day of February, 1974.

Lester Bohannon
UNITED STATES DISTRICT JUDGE

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

BOB E. MILLER and
VESTA MILLER, husband and wife,

Plaintiffs,

vs.

PEABODY COAL COMPANY,
a Delaware corporation,

Defendant.

Civil Action No. 73C-357

FILED

FEB 13 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

On joint application of plaintiffs and defendant, and
for good cause shown, the subject ~~suit is~~ *complaint & Cause of action are* dismissed.

Dated this 13th day of February, 1974.

Allen E. Barrow

Allen E. Barrow
Chief Judge, United States District
Court for the Northern District
of Oklahoma

APPROVED:

James R. Eagleton
James R. Eagleton, Attorney for
Bob E. Miller and Vesta Miller

Dan A. Rogers
Dan A. Rogers, Attorney for
Peabody Coal Company

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

THE TRAVELERS INSURANCE COMPANY,
A Corporation,

Plaintiff,

-vs-

MARY ANN HILLS, MICHAEL GENE HILLS,
a minor, SHELLISA ANN HILLS, a minor,
and MAX L. HILLS and MARY ANN HILLS,
as joint trustees,

Defendants.

No. 72-C-438 ✓

FILED

FEB 12 1974

Jack C. Silver, Clerk
U.S. DISTRICT COURT

J U D G M E N T

This matter comes on before the undersigned, Allen E. Barrow, presiding Judge for the Northern District of Oklahoma, all parties hereto having answered and applying to the Court for judgment herein, the Court finds the following should issue:

That by order of this Court of the 28th day of September, 1973 the plaintiff, The Travelers Insurance Company, was discharged herein with its costs.

That all parties defendant have answered herein each stating that the monies paid by the plaintiff should be disbursed pursuant to the Trust Agreement dated the 29th day of September, 1972 and attached to plaintiff's Complaint as Exhibit D.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment is rendered to Max L. Hills and Mary Ann Hills as trustees for Michael Gene Hills and Shellisa Ann Hills in the amount of Thirty Thousand Dollars (\$30,000.00).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is rendered to Mary Ann Hills in the amount of Twenty-Two Thousand Thirty-Nine Dollars Sixty-Eight Cents (\$22,039.68).

Allen E. Barrow

Allen E. Barrow
Judge of the United States District
Court for the Northern District of
Oklahoma

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

UNITED STATES OF AMERICA,)
)
) Plaintiff,)
vs.) CIVIL ACTION NO. 73-C-286
)
)
JERRY D. JOHNSON, et al.,)
)
) Defendants.)

FILED
FEB 11 1974

JUDGMENT OF FORECLOSURE

Jack C. Silver, Clerk
U. S. DISTRICT COURT

THIS MATTER COMES on for consideration this 11^m
day of February, 1974, the plaintiff appearing by Robert P.
Santee, Assistant United States Attorney, the defendant,
Mill Creek Lumber & Supply Company, appearing by its attorneys,
Parks & McKenzie, the defendants, County Treasurer, Tulsa County,
and Board of County Commissioners, Tulsa County, appearing by
Gary J. Summerfield, Assistant District Attorney, and the de-
fendants, Jerry D. Johnson, Bonnie S. Johnson, Eva Mathews, Clyde
Wiley, Wanda L. King, and Zales Jewelers, Inc., appearing not.

The Court being fully advised and having examined the
file herein finds that Jerry D. Johnson was served with Summons,
Complaint, and Amendment to Complaint on August 25, 1973, and
October 3, 1973, respectively; that Bonnie S. Johnson was served
with Summons, Complaint, and Amendment to Complaint on September 25,
1973, and October 3, 1973, respectively; that Eva Mathews was
served with Summons, Complaint, and Amendment to Complaint on
August 29, 1973, and October 9, 1973, respectively; that Wanda L.
King was served with Summons, Complaint, and Amendment to Complaint
on October 4, 1973; that Zales Jewelers, Inc., and Mill Creek
Lumber & Supply Company were served with Summons, Complaint, and
Amendment to Complaint on October 3, 1973; that County Treasurer,
Tulsa County, and Board of County Commissioners, Tulsa County,
were served with Summons, Complaint, and Amendment to Complaint
on September 26, 1973, all as appears from the Marshal's Return
of Service herein; and that Clyde Wiley was served by publication,
as appears from Proof of Publication filed herein on January 22,
1974.

It appearing that the defendant, Mill Creek Lumber & Supply Company, has filed its answer herein on October 18, 1973; that the defendants, County Treasurer, Tulsa County, and Board of County Commissioners, Tulsa County, have filed their answer herein on October 9, 1973; and that the defendants, Jerry D. Johnson, Bonnie S. Johnson, Eva Mathews, Clyde Wiley, Wanda L. King, and Zales Jewelers, Inc., have failed to answer herein and that default has been entered by the Clerk of this Court.

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

Lot Twenty-nine (29), in Block Three (3), in SHARON HEIGHTS ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

THAT the defendants, Jerry D. Johnson and Bonnie S. Johnson, did, on the 25th day of June, 1971, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$11,500.00 with 7 1/2 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that the defendants, Jerry D. Johnson and Bonnie S. Johnson, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$11,285.66 as unpaid principal, with interest thereon at the rate of 7 1/2 percent interest per annum from August 1, 1972, until paid, plus the cost of this action accrued and accruing.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Jerry D. Johnson and

Bonnie S. Johnson, the sum of \$12.38 for personal property taxes for the years 1972 and 1973 and that Tulsa County should have judgment for said amount, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Jerry D. Johnson and Bonnie S. Johnson, in personam, for the sum of \$11,285.66 with interest thereon at the rate of 7 1/2 percent interest per annum from August 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County of Tulsa have and recover judgment against the defendants, Jerry D. Johnson and Bonnie S. Johnson, for the sum of \$12,38 as of the date of this judgment plus interest thereafter according to law, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment, in rem, against the defendants, Eva Mathews, Clyde Wiley, Wanda L. King, Zales Jewelers Inc., and Mill Creek Lumber & Supply Company.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property and apply the proceeds thereof in satisfaction of plaintiff's judgment. The residue, if any, shall 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, all of the defendants and each of them and all persons claiming under them since the filing of the complaint

herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.

151 Fred Daugherty
United States District Judge

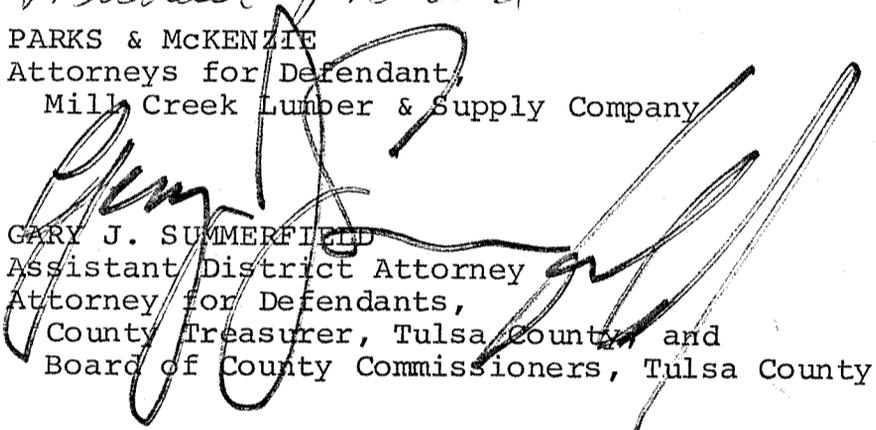
APPROVED.



ROBERT P. SANTEE
Assistant United States Attorney
Attorney for Plaintiff,
United States of America



PARKS & MCKENZIE
Attorneys for Defendant,
Mill Creek Lumber & Supply Company



GARY J. SUMMERFIELD
Assistant District Attorney
Attorney for Defendants,
County Treasurer, Tulsa County, and
Board of County Commissioners, Tulsa County

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

E I L E D

FEB 8 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

FARMERS INSURANCE COMPANY,)
)
Plaintiff,)
)
vs.)
)
JERRY DEAN MILLER, LEROY BRYANT,)
NANCY MAY YOUNG and KENNETH RAY)
YOUNG,)
)
Defendants.)

NO. 72-C-285

ORDER OF DISMISSAL

ON this 8th day of February, 1974, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all causes of action, the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said application.

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

Walter E. Brown
JUDGE, DISTRICT COURT OF THE UNITED
STATES, NORTHERN DISTRICT OF OKLAHOMA

APPROVAL:

RAY H. WILBURN

Ray H. Wilburn
Attorney for the Plaintiff

ROBERT BROWN

Robert E. Brown
Attorney for Defendant, Jerry Dean Miller

SHEPHERD & MANER

By: Robert Shepherd
Attorneys for Defendant, Leroy Bryant

H. W. CONYERS, JR.

H.W. Conyers, Jr.
Attorney for Defendants,
Nancy May Young and Kenneth
Ray Young

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

FEB 8 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

PETER J. BRENNAN, Secretary of Labor,
United States Department of Labor,

Plaintiff,

VS.

DISCOUNT DUMP SANITARY LANDFILL, a
corporation,

Defendant.

No. 73-C-360

JOURNAL ENTRY OF JUDGMENT

Now on this 8th day of February, 1974, there came on for hearing the above cause. The Plaintiffs were represented by Jack F. Ostrander and the Defendant was represented by James R. Hays. The parties announce to the Court that an agreement has been reached by the parties to settle and compromise the allegations in the Complaint, by the Defendant paying within five (5) months the sum of \$2,709.78, to the Plaintiffs as overtime compensation due employees under the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201, et. seq.). The Court, upon oral argument by the attorneys and upon being fully advised in the premises, finds the Court has jurisdiction of the parties and of the subject matter and finds agreement should be accepted and enforced and directs judgment for the Plaintiffs against the Defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Court has jurisdiction of the parties and of the subject matter herein; that the Defendant is enjoined and restrained from withholding \$2,709.78, which is owed for back overtime compensation, and that the Plaintiffs shall receive judgment against the Defendant in the sum of \$2,709.78, as overtime compensation due

employees under the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201, et. seq.), and that the Defendant is allowed five (5) months in which to pay said Judgment to the Plaintiffs.

Letitia Robinson
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

Jack F. Ostrander
Attorney for Plaintiffs

James R. [Signature]
Attorney for Defendant

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

UNITED STATES OF AMERICA and)
CHARLES BEIBEL, an officer)
of the Internal Revenue Service,)
Petitioners,)

vs.)

XENEPHONE WORKS,)
Respondent.)

Civil No. 73-C-400

FILED

FEB 8 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER DISCHARGING RESPONDENT
AND DISMISSAL

On this 8th day of February, 1974, Petitioners' Motion To Discharge Respondent And For Dismissal came for hearing and the Court finds that Respondent has now complied with the Internal Revenue Service Summons served upon him September 26, 1973, and that further proceedings herein are unnecessary and that the Respondent, Xenephone Works, should be discharged and this action dismissed upon payment of \$41.84 costs by Respondent.

IT IS THEREFORE ORDERED, AND DECREED BY THE COURT that the Respondent, Xenephone Works, is hereby discharged from any further proceedings and he action is hereby dismissed upon payment of \$41.84 costs by this Respondent.

Jack C. Silver
UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Jack M. Short

JACK M. SHORT
Assistant United States Attorney

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

THE CENTRAL BANK & TRUST)
COMPANY, a Colorado Banking)
corporation,)

Plaintiff,)

-vs-)

MARCUS EBENHACK, SR.,)

Defendant.)

Case No. 73-C-246

FILED
FEB 8 1974/mm
Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER OVERRULING DEFENDANT'S
MOTION FOR NEW TRIAL

Upon consideration of the Defendant's Motion For New Trial, the Brief in support thereof and Plaintiff's Response thereto, the Court finds that said Motion should be overruled.

In support of said Motion, the Defendant alleges that there was a lack of consideration as to him as an accommodation maker with reference to the note sued on herein by Plaintiff. Defendant appears to assert that the Uniform Commercial Code (UCC) of Colorado, 155 C.R.S. §3-408, allows the defense of failure of consideration. However, Anderson, Uniform Commercial Code §3-408:4 in treating with this section of the UCC provides:

"....the defense (failure of consideration) may not be raised as against a holder for value when the obligation was assumed to accommodate another party to the paper."

Plaintiff was a holder for value beyond any dispute.

The contract of an accommodation party is covered in 155 C.R.S. §3-415. Anderson, supra, §3-415:8 states in connection with this section of the UCC:

"The fact that an accommodation party did not receive any consideration is immaterial. The fact that the maker of the note and not the accommodation maker received the consideration is not a defense to the accommodator.

"An accommodation party cannot claim that there is no consideration for his accommodation as the value received by the principal debtor, the person accommodated, is the consideration for which the accommodation party lends his credit."

Defendant asserts in his Brief in support of his Motion that the evidence indicated that only part of the amount of the loan was actually loaned to the makers, John Fortunato and Marcus Ebenhack, Jr. This is an incorrect assertion as the evidence showed that the full amount was credited to the makers, and that a portion of the loan proceeds were applied towards outstanding checks of John Fortunato that Plaintiff was holding. The loan proceeds then credited to the makers' account were then less than the full amount of the loan, but the full amount of the loan proceeds were advanced by Plaintiff and there was no failure of consideration to the makers. The evidence also conclusively showed that Defendant was a contemporaneous accommodation maker at the time of the original banking or lending activity. After hearing all the evidence and considering the applicable law, the Court concluded that the evidence and law conclusively established as a matter of law the existence of a legal consideration in support of the note as against the primary makers thereof and also as against the Defendant as an accommodation maker of the same. Under the evidentiary record, reasonable men could only conclude that the note was supported by a lawful consideration as far as the Defendant was concerned.

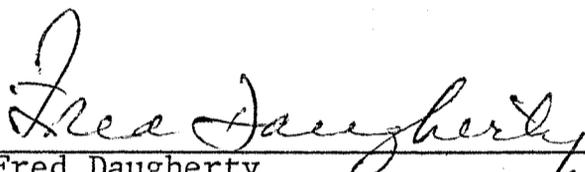
The Defendant next complains that in all events he was but secondarily liable on the note and not primarily liable. This may be so but one secondarily liable may be sued on an obligation when the one primarily liable does not satisfy the same. The evidence disclosed that the ones primarily liable on this note have not satisfied the same, but the note is in default, that one of the makers has taken bankruptcy, that the other maker has not paid the note, that demand was made on him by the Plaintiff to satisfy the note without success. Therefore, Defendant was properly sued on the note as one secondarily liable therefor.

Defendant next seeks a new trial on the proposition that the Plaintiff is a foreign corporation and not permitted under Oklahoma law to bring this suit against him. The Court treated with this point earlier in the case and entered an Order herein on December 13, 1973 and by reference said Order is made a part hereof. In said Order the Court followed the Tenth Circuit case of Wilson v. Williams, 222 F. 2d 692 (Tenth Cir. 1955) and pointed out that the burden was upon defendant to establish three essentials in order to avail himself of this defense. Two of the three essentials were clearly present. The Defendant was afforded the opportunity to prove the third requirement in order to establish this bar, namely, that the Plaintiff was engaged in or transacted business in Oklahoma or is now doing the same. Defendant completely failed in the presentation of his evidence in the case to establish such third element of this bar to Plaintiff's suit. Therefore, Plaintiff was entitled to bring this action in this Court,

Defendant has failed to establish that Plaintiff is barred and this ground for a new trial is without merit.

Accordingly, the Defendant's Motion For a New Trial should be denied.

It is so ordered this 7th day of February, 1974.


Fred Daugherty
United States District Judge

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

FILED
FEB 8 - 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CASTLE INDUSTRIES, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 SAM MALANDERS d/b/a)
 CASTLE MOBILE HOMES,)
)
 Defendant.)

No. 73-C-249

J U D G M E N T

Now on this 6th day of February, 1974, this cause coming on for hearing before the Honorable Allen E. Barrow, Chief United States District Judge, presiding, upon the Motion for Default Judgment, filed herein on the 18th day of October, 1973, by Castle Industries, Inc. Plaintiff appears by its attorney, David W. Jackson, for Schuman, Milsten & Jackson, and the Defendant, although properly notified of this hearing, comes not but makes default. The court finds that the allegations set forth in Plaintiff's Complaint should be taken as true and correct and therefore, Plaintiff should be entitled to a judgment in the amount of Twelve Thousand Dollars (\$12,000.00).

The court further finds that the Plaintiff herein, is entitled to an attorney's fee, in the amount of Two Thousand Two Hundred Twenty-three and 19/100 Dollars (\$2,223.19) pursuant to Title 12, Section 936 of the Oklahoma Statutes (1971) which states:

"In any civil action to recover on an open account, a statement of account, account stated, note, bill, negotiable instrument, or contract relating to the purchase or sale of goods, wares, or merchandise, or for labor or services, unless otherwise provided by law or the contract which is the subject to the action, the prevailing party shall be allowed a reasonable attorney fee to be set by the court, to be taxed and collected as costs."

for the reason that it is the substantial policy of the State to award attorney's fees unto prevailing parties where the subject matter of the litigation relates to contracts. The court finds that it is within its jurisdiction pursuant to the following cases, People of Sioux County v. National Surety Co., 276 US 238, 243-244, 48 S Ct 239, 72 L ed 547 (1928); Phoenix

Indemnity Co. v. Anderson's Groves, 176 F2d 246 (CA5th, 1949);
Gandall v. Fidelity & Cas. Co., 158 F Supp 879 (ED Wis 1958);
Empire State Ins. Co. v. Chafetz, 302 F2d 828 (CA5th, 1962);
Reynolds v. Wade, 140 F Supp 713 (D Alaska 1956), similar,
revised on other grounds 249 F2d 73 (CA9th, 1957); also see
Woods Construction Co. v. Atlas Chemical Industries, 337 F2d
888, (CA10th 1964), to award to Castle Industries, Inc.,
attorney's fees.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court
that the Plaintiff, Castle Industries, Inc., recover of the
Defendant, Sam Malanders d/b/a Castle Mobile Homes, the sum of
Twelve Thousand Dollars (\$12,000.00), with interest thereon at
a rate of ten percent (10%) per annum as provided by law,
attorney's fees in the amount of Two Thousand Two Hundred
Twenty-three and 19/100 Dollars (\$2,223.19), and costs of this
action.

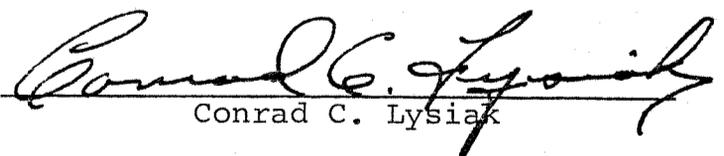


Allen E. Barrow

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

CERTIFICATE OF MAILING

I certify that on the 8 day of February, 1974, I
mailed a true and correct copy of the above and foregoing
Judgment to Sam Malanders, 3336 East 77th Street, Tulsa, Oklahoma,
with postage fully paid thereon.


Conrad C. Lysiak

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

ESCOA FINTUBE CORPORATION,)
an Oklahoma Corporation,)
)
Plaintiff,)
)
vs.)
)
MILL INDUSTRIES, INC.,)
)
Defendant.)

No. 73-C-352

FILED

FEB 7 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

JOURNAL ENTRY JUDGEMENT BY DEFAULT

It appearing to the Court that the Summons and Complaint in this action having been personally served on MILL INDUSTRIES, INC., the Defendant, on the 5th day of November, 1973, and no answer, demurrer, motion or other pleading to the Complaint having been received by or served on the Plaintiff's attorney, as required by the Summons, and no appearance having in any manner been made by said Defendant;

Now, on Motion of the Plaintiff, by his attorney,

IT IS ORDERED that the Clerk of this Court shall be, and he is hereby directed to enter the default of said Defendant, and Default Judgement in favor of Plaintiff and against said Defendant in the amount of \$11,036.68, interest thereon from this date at the rate of ten percent (10%) per annum, the costs of this action accrued and accruing, including an attorney's fee in the amount of \$ 2,900.00, for which let execution attach.

Dated this 7th day of February, 1974.

Clem E. Burton
JUDGE

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

NOEL J. MILLER,

Plaintiff,

v.

D. Q. WISE & COMPANY, and
LARRY H. TONEY,

Defendants.

FILED

FEB 6 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

NO. 73-C-267

ORDER OF DISMISSAL

NOW, on this 6th day of February, 1974, upon the written application of the parties for a Dismissal with Prejudice of the complaint and all causes of action, the court having examined said application finds that said parties have entered into a compromise settlement covering all claims involved in the complaint and have requested the court to dismiss said complaint with prejudice to any future action and the court being fully apprised in the premises finds that said complaint should be dismissed pursuant to the application.

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

15/ Allen E. Barron
JUDGE OF THE UNITED STATES
DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

APPROVED:

GREER AND GREER

BY

Frank A. Greer
Frank A. Greer, attorney for plaintiff

KNIGHT, WILBURN & WAGNER

BY

Ray H. Wilburn
Ray H. Wilburn, attorney for defendants.

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

GLEN O. ASH,)
)
 Plaintiff,)
)
 vs.)
)
 STUPP CORPORATION,)
)
 Defendant.)

No. 71-C-404

FILED
FEB - 5 1974
Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER DISMISSING WITH PREJUDICE

NOW on this 5 day of February, 1974, the parties hereto, by and through their counsel of record, having stipulated to a dismissal with prejudice,

IT IS ORDERED that this cause be and the same is hereby dismissed with prejudice, each party to bear his or its own costs.

Cecil E. Dawson
Chief Judge of the United States
District Court for the Northern
District of Oklahoma

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

MALTER INTERNATIONAL CORPORA-)
TION, A Louisiana Corporation, and)
MALTER INTERNATIONAL CORPORA-)
TION, A Texas Corporation,)

Plaintiffs,)

v.)

UNITED STATES CHEMICAL CORPOR-)
ATION, ROBERT D. KELLEY, HERMAN)
L. KIFER and LOUIS O. LASITER,)

Defendants.)

Case No. 72-C-60 ✓

FILED
FEB 5 - 1974 J.
Jack C. Silver, Clerk
U. S. DISTRICT COURT

CONSENT DECREE

THIS CAUSE came on to be ~~heard~~ ^{considered} on the 5 day of February

1974, pursuant to the stipulation and consent of all parties. The Plaintiffs, Malter International Corporation, a Louisiana Corporation, and Malter International Corporation, a Texas Corporation, appearing by their counsel of record, Charles C. Baker, and the Defendants, United States Chemical Corporation, Robert D. Kelley, Herman L. Kifer and Louis O. Lasiter, each appearing by their attorney of record, Lloyd K. Holtz. Thereupon, the Court heard and received the following stipulation on behalf of the parties, to-wit:

It is stipulated and agreed by and between the parties that (i) the Court may enter the Judgment hereinafter set forth without the necessity of receiving evidence, provided, however, that this stipulation and consent on behalf of the parties shall neither constitute an admission or denial of the allegations contained in Plaintiffs' Complaint; (ii) said stipulation and consent are being entered into solely for the purpose of settling and disposing of the captioned litigation; and (iii) the Defendants have specifically waived the entry of Findings of Fact or Conclusions of Law.

Thereupon and in conformity with the foregoing Stipulation, IT IS,
THEREFORE, ORDERED, ADJUDGED AND DECREED, as follows:

I

The Defendants, Robert D. Kelley, Herman L. Kifer, Louis O. Lasiter and the United States Chemical Corporation, its officers, agents, servants, employees, and all persons in active concert or participation with them, are hereby jointly and severally enjoined and restrained from the date of the entry of this Consent Decree for a period of eighteen (18) months from directly or indirectly, inducing or seeking to induce, or aiding or abetting any other person, firm, association or corporation, in seeking to induce, or inducing any of the present or future employees or sales representatives of Plaintiffs' to terminate his or her employment with Plaintiffs, or to enter into employment with the Defendants, or any of them, or to breach or violate any of the terms and provisions of the employment contracts between Plaintiffs and any such employees or sales representatives of Plaintiffs.

II

Should the Defendants, or any of them, employ any person formerly employed by Plaintiffs, or either of them, under conditions which are not in violation, as provided in Paragraph I hereinabove, the Defendants, and each of them, and all other parties in concert or participation with them, are permanently enjoined and restrained from permitting any such former employee or sales representative of Plaintiffs to sell specialty chemical products for the Defendant, United States Chemical Corporation, its respective successors, representatives and assigns, in any geographical territory previously assigned to such former employees or sales representatives of Plaintiffs under their respective employment contracts with Plaintiffs, for and during the entire duration which may be specified in the employment contracts of such former employees or sales representatives of Plaintiffs.

III

The Defendants, Robert D. Kelley, Herman L. Kifer and Louis O. Lasiter, are hereby enjoined and restrained for a period of eighteen (18) months, from the date of the entry of this Consent Decree from disclosing to United States Chemical Corporation, or its successors in interest, any of the names of Plaintiffs' customers, Plaintiffs' customer lists, sales territories of Plaintiffs' past, present or future sales representatives, the names of Plaintiffs' past, present or future sales employees, or any proprietary information of Plaintiffs in the form of price lists, product catalogues, formulae, or other confidential or proprietary information which were obtained by the Defendants, Herman L. Kifer and Robert D. Kelly, or by Charles Donner, Marshall Davis or Gerald Wharton, while they were in the employ of the Plaintiffs, or any one or more of them, and/or their affiliated companies and subsidiary companies; provided, however, that use of the customer information by a former employee after a period of eighteen (18) months following the termination of their employment with the Plaintiffs, or any one or more of them, and/or their affiliated companies and subsidiary companies, shall not be deemed a violation of this Consent Decree.

IV

The Defendant, United States Chemical Corporation, and its successors in interest and all others in active concert with them, are hereby enjoined for a period of twenty-four (24) months from the date of the entry of this Consent Decree from making any direct or indirect commercial use of any of the proprietary information of Plaintiffs, as provided in Paragraph III above.

V

The Defendant, Robert D. Kelley, is hereby enjoined and restrained for a period of fourteen (14) months from the date of the entry of this Consent Decree, from, directly or indirectly, selling, soliciting, or attempting to solicit, or offering for sale, of any merchandise, products of the same or similar type of classification as any of the products sold by the Plaintiffs while the Defendant

Kelley was employed by the Plaintiffs, to any customer or account of Plaintiffs, whose name is listed on a list of accounts attached to this Consent Decree, identified as Exhibit "A" and made a part hereof.

VI

The Defendant, Herman L. Kifer, is hereby enjoined and restrained for a period of fourteen (14) months from the date of the entry of this Consent Decree, from, directly or indirectly, selling, soliciting, or attempting to solicit, or offering for sale, of any merchandise, or products of the same or similar type of classification as any of the products sold by the Plaintiffs while the Defendant Kifer was employed by the Plaintiffs, to any customer or account of Plaintiffs whose name is listed on a list of accounts attached to this Consent Decree, identified As Exhibit "B" and made a part hereof.

VII

The Defendant, United States Chemical Corporations, its' agents, servants, representatives, officers and employees are hereby enjoined and restrained for a period of six (6) months from the date of entry of this Consent Decree from selling, soliciting or attempting to sell, solicit, or offer for sale for itself, or on behalf of any other entity, any specialty chemical products to any person, firm or corporation whose name is listed on Exhibits "A" through "D" hereto attached and made a part hereof.

VIII

It is further stipulated and agreed by and between the parties that the Defendants shall pay to the Plaintiffs the total sum of \$5,000.00. Such amount shall be paid in full to the Plaintiffs within ninety (90) days after the entry of this Consent Decree, and evidence thereof shall be filed with the Clerk of this Court by the Defendants within such ninety (90) day period, and that this stipulation and consent on behalf of the parties shall neither constitute an admission or denial of any of the allegations contained in Plaintiffs' Complaint, and that said stipulation and consent for the payment of said sum is being entered into solely for the purpose of settling and disposing of the captioned litigation.

IX

Jurisdiction of this cause is retained by the Court for the purpose of enforcement of compliance herewith and for further Order and Directions as may be necessary, or appropriate for the construction and effectuation of this Consent Decree, and if for any reasons it becomes necessary or appropriate, the Court reserves the right to take whatever steps may be necessary or appropriate to make and file Findings of Fact and Conclusions of Law.

X

In connection with the enforcement of this Consent Decree, the Plaintiffs, during any and all of the following restraining periods set forth in Paragraphs I through VIII of this Consent Decree shall have the right, at their own expense, to have an independent Certified Public Accountant audit, review and inspect the business records of United States Chemical Corporation, for the sole purpose of ascertaining whether or not the Defendants, and each of them, did attempt to violate any of the provisions of Paragraphs I through VIII, and for the additional purpose of ascertaining whether or not the individual Defendants, did sell any of the accounts or customers listed in Exhibits "A" through "D" during the period of restraint listed herein. All such information derived by the Plaintiffs from such audit will be confidential and is to be disclosed only to such Certified Public Accountant who may be selected by the Plaintiffs to conduct such audit and investigation and to Plaintiffs' Counsel, and an informational copy to Defendants' Counsel. Such Certified Public Accountant will report to Plaintiffs' only instances which in his opinion or in the opinion of counsel for Plaintiffs constitutes a violation of this Consent Decree. The opinion or report of the Certified Public Accountant and/or of counsel for Plaintiffs shall be informational only and will not constitute a binding determination of a violation of this Consent Decree, but all such information developed or disclosed by such examination and inspection of records may be utilized by Plaintiffs only in connection with any proceedings brought to secure enforcement of or to restrain violations of the terms and provisions of this Consent Decree.

XI

The Defendants, United States Chemical Corporation and Louis O. Lasiter, shall file with the Court and serve on Counsel for the Plaintiffs within seven (7) months from the date of entry of this Consent Decree, an initial Report in writing, under oath, setting forth in detail, the manner and form in which the Defendant, United States Chemical Corporation has complied with the provisions of Paragraph VII of this Consent Decree. If, within forty-five (45) days thereafter, Plaintiffs file no objection to such initial Report as provided in Paragraph XV hereof, a First Supplemental Judgment will be entered in this cause not less than forty-five (45) days after the filing of such initial Report adjudging that said Defendants have complied with the provisions of Paragraph VII of this Consent Decree and dissolving and discharging the restraint provisions of Paragraph VII hereof.

XII

The Defendants, Robert D. Kelley, and Herman L. Kifer, shall file with the Court and serve on counsel for the Plaintiffs, within fifteen (15) months from the date of the entry of this Consent Decree, a Second Interim Report, in writing, under oath, setting forth in detail, the manner and form in which the Defendants, Robert D. Kelley and Herman L. Kifer, have complied with the provisions of Paragraphs V and VI of this Consent Decree. If within forty-five (45) days thereafter, Plaintiffs file no objection to such Second Interim Report as provided in Paragraph XV hereof, a Second Supplemental Judgment will be entered in this cause not less than forty-five (45) days after the filing of such Second Interim Report adjudging that said Defendants have complied with the restraint provisions of Paragraphs V and VI of this Consent Decree and dissolving and discharging the restraint provisions of Paragraphs V and VI hereof.

XIII

The Defendants, United States Chemical Corporation, Robert D. Kelley, Herman L. Kifer and Louis O. Lasiter, shall file with the Court and serve on Counsel for the Plaintiffs, within nineteen (19) months from the date of entry

of this Consent Decree, a Third Interim Report in writing, under oath, setting forth in detail, the manner and form in which the Defendants, United States Chemical Corporation, Robert D. Kelley, Herman L. Kifer and Louis O. Lasiter, have complied with the provisions of Paragraphs I and III of this Consent Decree. If, within forty-five (45) days thereafter Plaintiffs file no objection to such Third Interim Report as provided in Paragraph XV hereof, a Third Supplemental Judgment will be entered in this cause not less than forty-five (45) days after the filing of such written Report adjudging that said Defendants have complied with the restraint provisions of Paragraphs I and III of this Consent Decree and dissolving and discharging the restraint provisions of Paragraphs I and III hereof.

XIV

Defendant, United States Chemical Corporation, shall file with the Court and serve on Counsel for the Plaintiffs, within twenty-five (25) months from the date of entry of this Consent Decree, a Final Report in writing, under oath, setting forth in detail, the manner and form in which the Defendant, United States Chemical Corporation, has complied with the provisions of Paragraphs II and IV of this Consent Decree. If within forty-five (45) days thereafter, Plaintiffs file no objection to such Final Report as provided in Paragraph XV hereof, a Final Supplemental Judgment will be entered in this cause not less than forty-five (45) days after the filing of such Final Report adjudging that said Defendants have complied with the restraint provisions of Paragraphs II and IV of this Consent Decree and dissolving and discharging the restraint provisions of Paragraphs II and IV of this Consent Decree and also dismissing with prejudice Plaintiffs' claims for damages and other relief against all of the Defendants in this cause.

XV

The Plaintiffs shall be entitled to a period of forty-five (45) days after the filing of each such written Report in which to conduct any investigation as provided for herein, deemed necessary to verify full and complete compliance by the Defendants, with the terms and provisions of this Consent Decree,

including the audit and report inspection authorized by Paragraph X hereof. If at the end of each such forty-five (45) day investigation period, Plaintiff shall have filed no objection to such written Report, the respective Defendants shall be deemed to be released from the restraint provisions of Paragraphs I through VII hereof, which have elapsed at such time by the terms of this Consent Decree, and the Court may enter an appropriate Supplemental Judgment so finding. If, however, Plaintiff files any objection to any of the Interim or Final Reports required by Defendants to be filed, the periods of restraint set forth in Paragraphs I, III, IV, V, VI, and VII shall not be discharged or dissolved until such objection shall have been set for hearing and a full hearing conducted thereon, and until such time as the Court has made necessary Findings of Fact, Conclusions of Law, and entered Judgment on the issues raised by such Interim or Final Report and objections thereto, or until such Judgment with respect thereto has become final.

XVI

The Defendants, or any of them, during the various restraint periods set forth in this Consent Decree, fail to fully comply with any one or more of the terms and provisions of this Consent Decree, or shall fail for any reason to file the written Compliance Reports, under oath, as required by the terms of this Consent Decree, then this Court may enter such additional Orders and make such additional Findings of Fact and Conclusions of Law as it may deem necessary. If the Defendants, or any of them, during the various restraint periods set forth in this Consent Decree, shall fail to fully comply with the restraint and injunctive provisions of this Consent Decree or shall fail to pay the sum of Five Thousand Dollars (\$5,000.00) to Plaintiffs as stipulated in said Consent Decree within ninety (90) days from the date of entry of this Consent Decree, or shall fail for any other reason to abide by the terms, provisions and conditions of this Consent Decree, all restraint periods applicable to such defaulting Defendant, or Defendants, shall remain in full force and effect until further Order of the Court, either granting or denying to Plaintiffs such additional remedies and

and relief as to the Court may seem just and proper, including, but not limited to the entry of a Judgment finding said defaulting Defendant, or Defendants, to be in contempt of this Court.

XVII

Upon the entry of any Interim Supplemental Judgment terminating the various periods of restraint in Paragraphs I and III through VII, inclusive, as hereinabove provided, the Defendant or Defendants, as the case may be, shall have no further liability to Plaintiffs for any claim for damages or loss or profits arising from the acts and conduct of Defendants described in Paragraphs I and III through VII hereof which occurred prior to the entry of this Consent Decree. This provision in no way authorizes the Defendant or Defendants to engage in the same or similar conduct or activity as described in Paragraphs I and III through VII hereof after the various restraint periods herein set forth are dissolved and terminated.

XVIII

Each party to this proceeding shall bear its own costs and attorney fees.

ENTERED AT TULSA, Oklahoma, on this 5th day of February, 1974.


United States District Judge

Agreed as to form, content and for entry; docket fees, service of copies and injunctions and appeal waived:


Charles C. Baker
Attorney for Plaintiffs


Lloyd K. Holtz
Attorney for Defendants

EXHIBIT "A"

ACCOUNTS SOLD BY ROBERT D. KELLEY

Admiral Bank	Tulsa, Oklahoma
Admiral State	Tulsa, Oklahoma
American Trailer	Tulsa, Oklahoma
Amoco Product Company	Tulsa, Oklahoma
Amoco Steel	Tulsa, Oklahoma
Bass Martin	Pryor, Oklahoma
Gib Four Foundry	Tulsa, Oklahoma
Brown & Root	Broken Bow, Oklahoma
Brown & Root	Checotah, Oklahoma
Brown & Root	Konawa, Oklahoma
Brown & Root	Valliant, Oklahoma
Brown & Root	Wright City, Oklahoma
Byron Jackson	McAlester, Oklahoma
Byron Jackson	Broken Bow, Oklahoma
Byron Jackson	
Byron Jackson	Siloam Springs, Arkansas
Byron Jackson Plumbing	Tulsa, Oklahoma
Canadian Valley	Seminole, Oklahoma
Century Geo.	Tulsa, Oklahoma
Cherokee Nitrogen	Siloam Springs, Arkansas
Children Medical	Tulsa, Oklahoma
City Schools	Coweta, Oklahoma
City Schools	Haskell, Oklahoma
City Schools	Wagoner, Oklahoma
City of Ada	Ada, Oklahoma
City of Bartlesville	Bartlesville, Oklahoma
City of Bristow	Bristow, Oklahoma
City of Eufaula	Eufaula, Oklahoma
City of Leroy	Siloam Springs, Arkansas
City of Melain	Bartlesville, Oklahoma
City of Okmulgee	Okmulgee, Oklahoma
City of Sallisaw	Sallisaw, Oklahoma
City of Siloam Springs	Siloam Springs, Arkansas
City of Woodland	Tahlequah, Oklahoma
Claremore Health Center	Claremore, Oklahoma
Corkin Pump	Oklahoma City, Oklahoma
Corp of Engineers	Sallisaw, Oklahoma
Dewey Rocky Mt.	Tulsa, Oklahoma
District No. 3	Muskogee, Oklahoma
Dover Corp.	Siloam Springs, Arkansas
Dover Corp.	Tulsa, Oklahoma
Dresser Industries	Tulsa, Oklahoma
Fire Department	Midwest City, Oklahoma
First Methodist Church	Tulsa, Oklahoma
Fourco Glass	Ft. Smith, Arkansas
Fran	Tulsa, Oklahoma
Frank Whatley	Tulsa, Oklahoma
Frontier Sted	Muskogee, Oklahoma
FWI	Tulsa, Oklahoma
Gala Corp.	Ada, Oklahoma
Gala Halsell	Tulsa, Oklahoma
Georgia Pacific	Pryor, Oklahoma
Georgia Pacific	Tulsa, Oklahoma

Exhibit "A" (Cont'd.)

Accounts sold by Robert D. Kelley

George Ford	Springdale, Arkansas
General Hospital	Muskogee, Oklahoma
Golf Station	Bixby, Oklahoma
Griffin Gro.	Muskogee, Oklahoma
Graves Gar.	Haskell, Oklahoma
GRDA	Pryor, Oklahoma
Guaranty Bank	Tulsa, Oklahoma
Halo Halsell	Tulsa, Oklahoma
Haskell Foods	Haskell, Oklahoma
Haskell Schools	Haskell, Oklahoma
Haskell High	Haskell, Oklahoma
H. E. Anderson	Muskogee, Oklahoma
Health Center	Claremore, Oklahoma
Hillicrest Hospital	Tulsa, Oklahoma
Hillicrest Medical	Tulsa, Oklahoma
Hoerner Waldorf	Sand Springs, Oklahoma
Holiday Inn	Tulsa, Oklahoma
Honeywell	Oklahoma City, Oklahoma
Honeywell	Sallisaw, Oklahoma
Hulbert School	Hulbert, Oklahoma
I. B. M.	Tulsa, Oklahoma
Indian Springs C. C.	Broken Arrow, Oklahoma
Joe Phillips	Bartlesville, Oklahoma
Kaiser Mag.	Tulsa, Oklahoma
Kaiser Mag. Dist.	Coweta, Oklahoma
Kennulgee	Pryor, Oklahoma
Liberty Glass	Wagoner, Oklahoma
Liberty Glass	Sapulpa, Oklahoma
Lorance Elect.	Tulsa, Oklahoma
McAlester Gen.	McAlester, Oklahoma
McCullugh Air N.	Muskogee, Oklahoma
Mead Construction	Ft. Smith, Arkansas
Mecco Marinas	McAlester, Oklahoma
Memorial Hospital	Springdale, Arkansas
Memorial Hospital	Shawnee, Oklahoma
Memorial Hospital	McAlester, Oklahoma
Memorial Hospital	Siloam Springs, Arkansas
Mid American Yarn	Pryor, Oklahoma
Mid American Yarn	Tulsa, Oklahoma
Mid West C.	Broken Bow, Oklahoma
Mingo Valley	Tulsa, Oklahoma
Muskogee Gen	Muskogee, Oklahoma
Muskogee Iron Works	Muskogee, Oklahoma
Muskogee Hospital	McAlester, Oklahoma
Muskogee C. C.	Muskogee, Oklahoma
National Zinc	Bartlesville, Oklahoma
Naval Ammunitions	McAlester, Oklahoma
Nelson Elect.	Tulsa, Oklahoma
Newman, Inc.	Tulsa, Oklahoma
OG&E	Tulsa, Oklahoma
OK Mills	Ft. Smith, Arkansas
Oklahoma State Tech.	Muskogee, Oklahoma
Oktronics, Inc.	Okemah, Oklahoma
Oral Roberts University	Tulsa, Oklahoma
Ostep Hospital	Tulsa, Oklahoma
Pepsi Cola	Tulsa, Oklahoma
Pepsi Cola	Ada, Oklahoma

Exhibit "A" (Cont'd)

Accounts sold by Robert D. Kelley

Phillips Pet.	Bartlesville, Oklahoma
Plus Poultry	Siloam Springs, Arkansas
Public Service	Bartlesville, Oklahoma
Public Service	Broken Arrow, Oklahoma
Public Service	McAlester, Oklahoma
Public Service	Oologah, Oklahoma
Public Service	Pryor, Oklahoma
Public Service	Tulsa, Oklahoma
Public Service	Wagoner, Oklahoma
Pushmataha Hospital	Antlers, Oklahoma
Ralston Purina	Muskogee, Oklahoma
Ranck Fab. Co.	Tulsa, Oklahoma
Ramsey Winett	Tulsa, Oklahoma
Ramey Chev.	Bixby, Oklahoma
Rainbow Bread	Tulsa, Oklahoma
REC	Okmulgee, Oklahoma
Red Stevenson	Bixby, Oklahoma
Redo Pump	Bartlesville, Oklahoma
Republic Bank	Tulsa, Oklahoma
Republic Nat.	Tulsa, Oklahoma
Rubber Service	Tulsa, Oklahoma
Rubesson	Oklahoma City, Oklahoma
School Asst.	Checotah, Oklahoma
School Dist. I	Morris, Oklahoma
SE Oklahoma Indus. Auth.	Wright City, Oklahoma
Shell Pipe Line	Springdale, Arkansas
Smith Company	Tulsa, Oklahoma
Southwest Par	Tulsa, Oklahoma
Sparks Hospital	Ft. Smith, Arkansas
Sparks	Sallisaw, Oklahoma
Spraker V.W.	Tulsa, Oklahoma
Spraker V.W.	Muskogee, Oklahoma
Steele Canning	Springdale, Arkansas
St. Francis Hospital	Springdale, Arkansas
St. John Hospital	Tulsa, Oklahoma
St. Francis	Tulsa, Oklahoma
St. John	Tulsa, Oklahoma
St. Paul Methodist	Muskogee, Oklahoma
St. Francis Hospital	McAlester, Oklahoma
Tankersley	Ft. Smith, Arkansas
True Flow	Tulsa, Oklahoma
Tulsa Forge	Tulsa, Oklahoma
Tulsa Auto Spring	Tulsa, Oklahoma
Tulsa Linen	Tulsa, Oklahoma
Unit Rig	Tulsa, Oklahoma
United Machines	Muskogee, Oklahoma
University Sound	Oklahoma City, Oklahoma
Utility Dept.	Okemah, Oklahoma
Vickers	Broken Bow, Oklahoma
Vickers Tulsa	Wagoner, Oklahoma
Vickers Tulsa	Tulsa, Oklahoma
Vickers	Antlers, Oklahoma
Vickers Tulsa	Bartlesville, Oklahoma
Wagoner Schools	Wagoner, Oklahoma
Waner Corporation	Tulsa, Oklahoma
Weyerhaeuser Craig	Broken Bow, Oklahoma
Weyerhaeuser Construction	Wright City, Oklahoma
Weyerhaeuser Craig	Wright City, Oklahoma
Weyerhaeuser Truck Shop	Broken Bow, Oklahoma
Western Electric	Wagoner, Oklahoma
Williams Pipe Line	Tulsa, Oklahoma
Yuba Heat	Tulsa, Oklahoma

EXHIBIT "B"

ACCOUNTS SOLD BY HERMAN L. KIFER

Acme Foundry	Blackwell, Oklahoma
Ada Evening News	Ada, Oklahoma
Berkley Square Apts.	Tulsa, Oklahoma
Boetcher Oil & Gas	Ada, Oklahoma
Bray Truck Lines	Cushing, Oklahoma
Brockway Glass	Ada, Oklahoma
Brown & Root	Konowa, Oklahoma
Calverta Dairy	Ardmore, Oklahoma
Central V. O. Tech	Drumwright, Oklahoma
Central Church of Christ	Ada, Oklahoma
City of Ada	Ada, Oklahoma
City of Ada (Garage)	Ada, Oklahoma
City of Ada (Sanitation)	Ada, Oklahoma
City of Ada (Street)	Ada, Oklahoma
City of Ada (Water Dept.)	Ada, Oklahoma
City of Anadarko (Power Plant)	Anadarko, Oklahoma
City of Anadarko	Anadarko, Oklahoma
City of Tonkawa	Tonkawa, Oklahoma
City of Cushing	Cushing, Oklahoma
City of Cushing (Manager)	Cushing, Oklahoma
City of Cushing (Park)	Cushing, Oklahoma
City of Cushing (Streets)	Cushing, Oklahoma
City of Edmond	Edmond, Oklahoma
City of Edmond (Disposal Plant)	Edmond, Oklahoma
City of Edmond (Garage)	Edmond, Oklahoma
City of Osage (Street)	Osage, Oklahoma
City of Newkirk (Power Plant)	Newkirk, Oklahoma
City of Newkirk (Street)	Newkirk, Oklahoma
City of Newkirk	Newkirk, Oklahoma
City of Henryetta (Manager)	Henryetta, Oklahoma
City of Perry	Perry, Oklahoma
City of Perry (Sewer)	Perry, Oklahoma
City of Pawhuska	Pawhuska, Oklahoma
City of Pawhuska (Sewer)	Pawhuska, Oklahoma
City of Tonkawa	Tonkawa, Oklahoma
City of Tonkawa (Power Plant)	Tonkawa, Oklahoma
City of Wetumka	Wetumka, Oklahoma
City Service Gas	Barnsdall, Oklahoma
City Service Gas	Blackwell, Oklahoma
Continental Carbon	Ponca City, Oklahoma
Concrete Industrial	Tulsa, Oklahoma
Conley Corporation	Tulsa, Oklahoma
Coca Cola	Ada, Oklahoma
CMI	Oklahoma City, Oklahoma
Crumar Ers.	Ponca City, Oklahoma
Cushing Masonic Hospital	Cushing, Oklahoma
Dalton Precision	Cushing, Oklahoma
Diesel Parts & Service	Tulsa, Oklahoma
Don Hayes Oldsmobile	Ada, Oklahoma
Don Henderlite Inc.	Tulsa, Oklahoma
Dowell	Seminole, Oklahoma
Dressel Parts & Service	Tulsa, Oklahoma

Exhibit "B" (Cont'd.)

Accounts Sold by Herman L. Kifer

ECSC	Ada, Oklahoma
Evergreen Mill	El Reno, Oklahoma
Faith Publ.	Guthrie, Oklahoma
Ferguson Cart. Mfg.	Edmond, Oklahoma
Floyd's Texaco	Robb, Oklahoma
Fram Corp.	Tulsa, Oklahoma
Gault Tool	Ada, Oklahoma
Golf Course	Edmond, Oklahoma
Gruner, Inc.	Ponca City, Oklahoma
Parper Elevator	Tulsa, Oklahoma
Helmrich & Payne	Tulsa, Oklahoma
Hospital	Anadarko, Oklahoma
Hospital	Edmond, Oklahoma
Hospital	Drumwright, Oklahoma
Hospital	Okemah, Oklahoma
Hospital	Cushing, Oklahoma
Hospital	Pawhuska, Oklahoma
Hospital	Wewoka, Oklahoma
Hughes County Garage	Wetumka, Oklahoma
John A. Brown	Tulsa, Oklahoma
Kathal Nat. Gas	Wetumka, Oklahoma
Kentucky Fried Chicken	Tulsa, Oklahoma
Kerohec Gen.	Cushing, Oklahoma
Kerr McGee	Cushing, Oklahoma
Kicking Bird Golf Course	Edmond, Oklahoma
Little Bldg, Co.	Ardmore, Oklahoma
London Square Apts.	Tulsa, Oklahoma
McElroy Mfg.	Tulsa, Oklahoma
Mic Central Construction	Newkirk, Oklahoma
Midland Corp.	Cushing, Oklahoma
Midland Refining	Cushing, Oklahoma
Mortgage Clearing Co.	Tulsa, Oklahoma
Oklahoma Gas & Electric	Ponca City, Oklahoma
OG&E	Sulphur, Oklahoma
Oil Center Building	Tulsa, Oklahoma
Owens Illinois	Ponca City, Oklahoma
Penny's	Tulsa, Oklahoma
Pepsi Cola	Ada, Oklahoma
Public Service	Weleetka, Oklahoma
Riverside So. Apts.	Tulsa, Oklahoma
Roto Swing Doors	Oklahoma City, Oklahoma
Rooney & Company	Tulsa, Oklahoma
Rust Eng.	Ardmore, Oklahoma
Sears	Tulsa, Oklahoma
Sears	Oklahoma City, Oklahoma
Sequoyah Mills	Anadarko, Oklahoma
Sequoyah Mills	Davis, Oklahoma
Sequoyah Carpet Mills	Pawhuska, Oklahoma
Sequoyah Industries	Davis, Oklahoma
Simco	Oklahoma City, Oklahoma
Sums Building	Tulsa, Oklahoma
Sinclair Building	Tulsa, Oklahoma
Solo Cups Company	Ada, Oklahoma
Town Park Apartments	Tulsa, Oklahoma
Tulsa Mach.	Tulsa, Oklahoma
Tulsa Co. Hwy. Dist. No. 3	Tulsa, Oklahoma
Unifab	Tulsa, Oklahoma
Uniroyal	Ardmore, Oklahoma

Exhibit "B" (Cont'd.)
Accounts sold by Herman L. Kifer

Utica Square Med. Center
Western Farmers
Wickam Packing
Williams Bros. Pipeline
Williams Rock Bit
Wylic Mfg.
YMCA

Tulsa, Oklahoma
Anadarko, Oklahoma
Ada, Oklahoma
Cushing, Oklahoma
Tonkawa
Oklahoma City, Oklahoma
Tulsa, Oklahoma

EXHIBIT "C"

ACCOUNTS SOLD BY GERALD WHARTON

A S C Mfg.	Tarrant County, Texas
Affiliated Foods	Dallas County, Texas
Amerada Apts.	Dallas County, Texas
American Equip. & Trailer	Lubbock County, Texas
Arlington Munciple Golf	Tarrant County, Texas
Armco Bldg.	Harris County, Texas
Autumn Leaves	Dallas County, Texas
Bell Equip.	Harris County, Texas
Belle Prod. Div. - Rivana Foods	Harris County, Texas
Ben Sira Co.	Dallas County, Texas
Bo-Mac Contractors	Jefferson County, Texas
Burelson Ind. Sch. Dist.	Johnson County, Texas
Cameron, City of (Maint. Dept.)	Milam County, Texas
Chambers Const.	Dallas County, Texas
Coastal Marine	Jefferson County, Texas
Costal Resin	Harris County, Texas
Columbia Golf Trans.	Harris County, Texas
Conoco Service Center	Harris County, Texas
Dixie Air Conditioning	Harris County, Texas
Dobbco Mfg.	Hale County, Texas
Eagle Trans.	Harris County, Texas
Esco	Harris County, Texas
Executive Plaza	Harris County, Texas
Farmers Branch, City of	Dallas County, Texas
Farmers Branch Store	Dallas County, Texas
Fort Worth Day School	Tarrant County, Texas
Fresno Structure	Harris County, Texas
Gallerio Mall	Harris County, Texas
General Business Corp.	Dallas County, Texas
Goodman Precision Tool	Tarrant County, Texas
Gray Tool	Harris County, Texas
Groendyke Transport	Jefferson County, Texas
Groweno Seed Assoc.	Lubbock County, Texas
H. C. Hart Co.	Harris County, Texas
Hamby Co.	Hale County, Texas
Harley Sales	Harris County, Texas
Hensley-Russel	Milam County, Texas
Herman Park Golf Course	Harris County, Texas
Holiday Inn-Garland	Dallas County, Texas
Holiday Inn-Misquite	Dallas County, Texas
Honeywell Inc.	Harris County, Texas
Houston Concrete Pipe Spec.	Harris County, Texas
Houston Gamma Ray	Harris County, Texas
Howard Johnson	Harris County, Texas
Hurricane Ind.	Harris County, Texas
J. C. Penny	Dallas County, Texas
Jackson Marine	Harris County, Texas
Ko Ko Inn	Lubbock County, Texas
Kroger Co.	Harris County, Texas
L. L. Ridgeway	Harris County, Texas
Leaseway Southwest	Lubbock County, Texas

Exhibit "C" (Cont'd.)
Accounts Sold by Gerald Wharton

Lubbock Country Club	Lubbock County, Texas
Lubbock Sanitation Dept.	Lubbock County, Texas
Mac Bee Engr.	Dallas County, Texas
Massey Grinding Serv.	Harris County, Texas
Memorial Golf Course	Harris County, Texas
Mid Jefferson County Hosp.	Jefferson County, Texas
Motorola	Harris County, Texas
Mountain Valley Recreation	Johnson County, Texas
Newman's of Texas	Harris County, Texas
North Shore Hospital	Harris County, Texas
Orchard	Harris County, Texas
Otto's Calculator	Harris County, Texas
Pacesetter Restaurant	Harris County, Texas
Penney's Auto Center	Tarrant County, Texas
Petty's Steak	Harris County, Texas
Pyramid Rig	Harris County, Texas
Ramada Inn	Harris County, Texas
Ramada Inn	Tarrant County, Texas
Re-Nu Mach	Dallas County, Texas
Retco Pump	Lubbock County, Texas
Richardson, City of (Garage)	Dallas County, Texas
Richmond Screw Anchor	Tarrant County, Texas
Ridglea	Tarrant County, Texas
River Oaks Apts.	Harris County, Texas
River Oaks Chrysler-Ply.	Harris County, Texas
Robert's Repair	Tarrant County, Texas
Robertson Tank Lines	Jefferson County, Texas
Rock Glen Hosp	Harris County, Texas
Royal Ind.	Tarrant County, Texas
Schlumberger	Harris County, Texas
Shelby	Harris County, Texas
Sisco	Harris County, Texas
Six Flags Inn	Tarrant County, Texas
Southern Yamaha	Harris County, Texas
Spring Branch Hosp.-Engr.	Harris County, Texas
Spring Branch Hosp.-Hskpg.	Harris County, Texas
Suhn Coil Spring Works	Harris County, Texas
Sky-Line Mfg.	Tarrant County, Texas
Tait A-C Pumps	Lubbock County, Texas
Teledyne Corp.	Harris County, Texas
Texas Uniform	Harris County, Texas
Texsteam Corp.	Harris County, Texas
Turtle & Hughes	Harris County, Texas
United Fidelity Life Bldg.	Dallas County, Texas
V. E. Emory	Dallas County, Texas
Veterans Hosp. (Grounds)	Harris County, Texas
Veterans Mem. Cemetery	Harris County, Texas
Villa Inn	Lubbock County, Texas
Westhall Manor	Dallas County, Texas
White Plaza Hotel	Dallas County, Texas
Winston	Harris County, Texas
Woodard	Harris County, Texas
Wyatt Ind.	Harris County, Texas

EXHIBIT "D"

ACCOUNTS SOLD BY MARSHALL DAVIS

Adair Homes, inc.	Brenham, Texas
Allee Olds, Jim	Dallas, Texas
Atlantic Richfield Co.	Brenham, Texas
Auto Processing Services	Houston, Texas
Azalea Manor 1	Sealy, Texas
B W. Valve Co.	Houston, Texas
Bayshore Motors	Baytown, Texas
Bayton, City of	Baytown, Texas
Baywood Country Club	Pasadena, Texas
Blalock Nursing Home	Pasadena, Texas
Blinn College	Brenham, Texas
Blue Bell Creameries	Brenham, Texas
Blue Bell Creameries	Houston, Texas
Blue Bonnett Whse	Galveston, Texas
Boyd Mullen Chev.	Pasadena, Texas
Brenham, City of - Water Dept.	Brenham, Texas
Brenham, City of	Brenham, Texas
Brenham Electric Motor Ser	Brenham, Texas
Brentex Mills Inc.	Brenham, Texas
Brown & Root Inc.	Deer Park, Texas
Brown & Root Inc.	Houston, Texas
Camp Ford, Joe	LaPorte, Texas
Camp Ford Inc., Joe (Austin County State Bank)	Bellville, Texas
Case Power & Equipment	Brenham, Texas
Casting Repair Co.	Pasadena, Texas
Causeway Ford	Galveston, Texas
Coleman Motors, Bob	Lufkin, Texas
Coleman Motors, Bob (Bob Currie Ford)	Houston, Texas
Conley-Lott Nichols	Houston, Texas
Duval Corp	Galveston, Texas
Fed Mart Auto Center	Houston, Texas
First National Bank	Bellville, Texas
Foxboro Co.	Houston, Texas
Gifford Hill American	Houston, Texas
Goodyear-Houston Chem Plant	Houston, Texas
Goodyear Tire & Rubber Co.	Houston, Texas
Gulf Coast National Bank	Houston, Texas
Harris County	Pasadena, Texas
Harris County (Flood Control Dist)	Houston, Texas
Hillcroft Apts.	Houston, Texas
Houston Racuett Club	Houston, Texas
Hyco Equipment Inc.	Houston, Texas
Imperial Sugar	Galveston, Texas
Ken-Stress	Galveston, Texas
Ken Moore Ford	Richardson, Texas
Konesheck Plumbing	Sealy, Texas
Lange, Inc., Robert	Brenham, Texas
Leavesley Ind.	So. Houston, Texas
Lingo Oldsmobile	Baytown, Texas
Love Inc., Don	Houston, Texas
Love Inc., Don	Pasadena, Texas

Exhibit "C" (Cont'd.)
Accounts Sold by Marshall Davis

M F C Film Prod Inc.	Houston, Texas
McKenzie Co.	Houston, Texas
Marriot Motor Hotel	Houston, Texas
Marriott Motor Hotel	Dallas, Texas
Memorial Drive Country Club	Houston, Texas
Mobay Chemical Co.	Baytown, Texas
Old World Apts.	Houston, Texas
Parkside Plaza Apts.	Houston, Texas
Parkside Plaza Apts.	Pasadena, Texas
Pasadena, City of	Pasadena, Texas
Pasadena Dodge Center	Pasadena, Texas
Pasadena Gen Hosp	Pasadena, Texas
Pasadena Memorial Hosp	Pasadena, Texas
Pasadena Royal Apts.	Pasadena, Texas
Perl Leisure Prod	Houston, Texas
Powell Elect Mfg. Co	Houston, Texas
Prairie View A&M College	Prairie View, Texas
Price Co., H.C.	Galveston, Texas
Ray's Air Conditioning	Pasadena, Texas
Roberts Buick	Dallas, Texas
Rohm & Haas Co.	Deer Park, Texas
Safeway Scaffolds Co.	Houston, Texas
Seabrook Shipyard	Seabrook, Texas
Service Novelty	Brenham, Texas
South Houston, City of	South Houston, Texas
Southwest Yachting Center	Kemah, Texas
Swift Agriculture Chem	Hockley, Texas
Texas City, City of	Texas City, Texas
Texas City, (Park Dept.)	Texas City, Texas
Texas City, (City Barn)	Texas City, Texas
Tiemann Bros Tractor Co.	Brenham, Texas
Tiki Marina	Galveston, Texas
Timmins Equip	Pasadena, Texas
Town North Bowling Center	Richardson, Texas
Union Equity Coop Exchange	Deer Park, Texas
United Equip & Supply	Pasadena, Texas
University Motors, Inc.	Houston, Texas
University of Texas Medical Branch	Galveston, Texas
Wales Transportation	Houston, Texas
Waller County	Hempstead, Texas
Waller County-Road and Bridges Dept.	Hempstead, Texas
Western Marine Co.	Galveston, Texas
Willies Steak House	Brenham, Texas
Willow Creek Apts.	Dallas, Texas

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

FEDERAL INSURANCE COMPANY,
et al.,

Plaintiff,

vs.

No. 73-C-200

DALTON SHEET METAL CO., INC.,
a Georgia corporation, and ACS
INDUSTRIES, INC., a Rhode Island
corporation,

Defendants.

FILED
FEB 4 - 1974
Jack C. Silver, Clerk
U. S. DISTRICT COURT

JOURNAL ENTRY OF JUDGMENT

This cause comes on for trial this 21st day of January, 1974, at which time the plaintiffs appeared by and through their counsel, Coy Dean Morrow, and defendant, ACS Industries, appeared by its counsel, Richard Carpenter, both parties having waived trial by jury and announced ready for trial to the Court and the Court, upon consideration of the evidence, finds that:

1. The Court has received into evidence, by agreement of the parties, lease agreements as follows:

(a) Lease contract dated June 30, 1960, between City of Miami, Oklahoma, lessor, and John F. Robinson, Agent, lessee.

(b) Sublease agreement dated June 30, 1960, between John F. Robinson, Agent, sublessor, and Crane Company, sublessee.

(c) Assignment dated December 5, 1960, between John F. Robinson, Agent, assignor, and Miami Industrial Development Corporation, assignee.

(d) Sublease agreement dated January 9, 1969, between Crane Company, sublessor, and ACS Industries, sublessee.

(e) Lease agreement dated July 1, 1971, between Miami Industrial & Public Facilities Authority, lessor, and ACS Industries, lessee.

2. The plaintiffs have filed their dismissal dismissing any cause of action in negligence or tort against the defendant, ACS, and presents only the issue with regard to contractual liability.

3. The parties stipulate and agree that the terms of the various leasing agreements with regard to insurance coverage on the described property have been complied with by all parties.

4. The parties agree and stipulate that the property described in the leasing agreements was purchased by Miami Industrial & Public Facility Authority from the City of Miami on or about January 6, 1969.

5. The parties stipulate that a fire occurred on the leased premises on or about August 1, 1972, and that the resulting damage totaled \$48,570.

6. The parties stipulate that the fire damage was repaired and paid for by the stipulate that the fire damage was provided for in the lease agreement, where the Miami Industrial & Public Facilities Authority named insured.

Upon the Court's receiving into evidence the stipulations of the parties and lease agreements, as set out, both parties rested.

Upon consideration of the evidence herein, the Court finds that the only obligation of ACS Industries concerning the fire damage was to provide, either directly or indirectly, insurance coverage to protect the parties in interest should a fire occur. The Court finds that such insurance coverage was provided and that the parties in interest were protected thereby. The Court further finds that any liability on the part of ACS Industries except for the furnishing, directly or indirectly, of fire insurance coverage was excluded and that there was no contractual obligation on the part

of ACS Industries to do anything with regard to fire damage except providing, directly or indirectly, fire insurance coverage. The Court finds that ACS Industries has met its obligation under the leasing agreement in this regard and that the plaintiffs herein cannot recover.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that judgment should be and is hereby entered in favor of the defendant against the plaintiffs.

Luther Bohanon
LUTHER BOHANON, JUDGE

APPROVED AS TO FORM:

of Coy Morrow
COY MORROW, Attorney for Plaintiff

SANDERS, McELROY & CARPENTER

By Richard Carpenter
Attorneys for Defendant, ACS
Industries, Inc.

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

JERRY H. SNEDDEN,

Plaintiff,

vs.

JOHN DOE REASNOR, d/b/a
REASNOR'S CONSTRUCTION CO.
and JAMES R. WILLIAMS,

Defendants.

NO. 73-C-346

FILED

FEB 4 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

ON this 4 day of February, 1974, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all causes of action, the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said application.

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

15/ Fred Daugherty
JUDGE, DISTRICT COURT OF THE UNITED
STATES, NORTHERN DISTRICT OF OKLAHOMA

APPROVAL:

GREER & GREER
LOEFFLER & ALLEN

By: _____
Attorneys for the Plaintiff

ALFRED B. KNIGHT

Attorney for the Defendants

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

MICHAEL H. SNEDDEN, by
and through his Father and
Next Friend, JERRY H. SNEDDEN,

Plaintiff,

vs.

JOHN DOE REASNOR, d/b/a
REASNOR'S CONSTRUCTION CO.
and JAMES R. WILLIAMS,

Defendants.

NO. 73-C-347

FILED

FEB 4 1974

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

ON this 4th day of February, 1974, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all causes of action, the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises finds that under all facts and circumstances that this settlement is reasonable and to the best interest of the minor, and further finds that said Complaint should be dismissed pursuant to said application. The Court further finds that the sum of \$40,000.00 should be deposited in trust on behalf of the minor, Michael H. Snedden, in the Valley View State Bank Overland Park, Ks.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the sum of \$40,000.00 shall be deposited in trust on behalf of Michael H. Snedden, a minor, in the Valley View State Bank, Overland Park, Ks.

131 Fred Dougherty
JUDGE, DISTRICT COURT OF THE UNITED
STATES, NORTHERN DISTRICT OF OKLAHOMA

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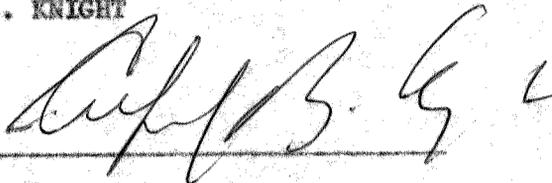
APPROVAL:

GREER & GREER
LOEFFLER & ALLEN

By: _____

Attorneys for the Plaintiff

ALFRED B. KNIGHT



Attorney for the Defendants

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