

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

PETROLITE CORPORATION, BARECO DIVISION,
Plaintiff,

vs.

OIL, CHEMICAL AND ATOMIC WORKERS, INTER-
NATIONAL UNION, its LOCAL UNION 5-391,
Their Officers, Agents, Representatives,
or Employees, RAY CAMPBELL, GRADY RAY
ATTAWAY, DAVID ARTHUR CLEMENTS, MANUEL
ANDREW COLLINS, LARRY JOE KELLY, DOYLE
CLIFFORD MOORE AND JIMMIE LEE SCULLY,
Defendants.

Case No. 74-C-447

FILED

NOV 27 1974

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

NOTICE OF DISMISSAL OF PLAINTIFF

TO: Ray Campbell, International Representative, OCAW, 1560 East
21st, Tulsa, Oklahoma; Grady Ray Attaway, 400 South 7th,
Barnsdall, Oklahoma; David Arthur Clements, 300 West Chestnut,
Barnsdall, Oklahoma; Manuel Andrew Collins, 124 East Birch,
Barnsdall, Oklahoma; Larry Joe Kelly, RFD 1, Barnsdall, Okla-
homa; Doyle Clifford Moore, 118 West Walnut, Barnsdall, Okla-
homa and Jimmie Lee Scully, Wrangle Heights, Barnsdall, Okla-
homa, Defendants in the above captioned case.

Please take notice that the Plaintiff discontinues the
above entitled action and dismisses the Complaint without prejudice.

DATED this 27th day of November, 1974.

Kothe and Nichols, Inc.

By: 

William D. Toney
Richard L. Barnes
Lynn P. Mattson
124 East Fourth Street
Tulsa, Oklahoma 74103

Attorneys for Plaintiff
Petrolite Corporation,
Bareco Division

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

BETTY SPARKS, Administratrix of
the Estate of JOHNNY LEE SPARKS,
Deceased

Plaintiff

vs

ST. LOUIS-SAN FRANCISCO RAILWAY
CORPORATION, A Foreign Corpora-
tion, and MARION M. McPHERSON

Defendants

NO. 74-C-5

FILED
NOV 27 1974
Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER AND JUDGMENT ON VERDICT

This cause came on for trial on November 18, 1974 before the Court and a jury duly selected, empaneled and sworn to try the issues presented, the Plaintiff being represented by her attorneys, Edwin W. Ash and Steven W. Smith, both of Okmulgee, Oklahoma, and the Defendant being represented by its attorney, Ben Franklin of the firm of Franklin, Harmon & Satterfield, Inc., Oklahoma City, Oklahoma.

After hearing the evidence and the arguments of the parties and the Court's instructions as to the law in the case, the jury, after due deliberation, returned into open Court their unanimous verdict in favor of the Defendant and against the Plaintiff.

Based upon the unanimous verdict rendered herein by the jury,
IT IS ORDERED, ADJUDGED and DECREED that judgment be rendered in favor of the Defendant, St. Louis-San Francisco Railway Company, and against Plaintiff, Betty Sparks, Administratrix of the Estate of Johnny Lee Sparks, Deceased, and that said Defendant is entitled to its costs in this action.

DATED this 26th day of November, 1974.

Luther Bohannon

Luther Bohannon
United States District Judge

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

RHONDA BALL,)
)
 Plaintiff,)
 vs.)
)
 TARGET STORES, INC.,)
 A Minnesota Corporation,)
)
 Defendant.)

No. 74-C-340 ✓

FILED
NOV 26 1974
Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER ON DIRECTED VERDICT

On the 19th day of November, 1974, this cause came on for trial, a jury having been empaneled and sworn to try the issues between the parties; plaintiff being represented by her attorney, Robert N. Wilde, and the defendant appearing by its attorney, Gerard K. Donovan. Plaintiff introduced her testimony and evidence and rested, and thereupon the defendant moved for a dismissal and a directed verdict. The Court then heard argument of counsel and took the Motion under advisement, advising counsel that he would continue to consider the Motion. Thereafter the defendant called its first witness who testified on direct and cross examination, and the Court then having further considered defendant's Motion for Dismissal and for a Directed Verdict found in that connection as follows:

(1) Plaintiff's evidence clearly shows that the arresting officer had probable cause to make the arrest;

(2) Plaintiff's testimony shows that she took possession of a package of mini-bands and carried it to another department in the store where she opened the package, removed one or more of the mini-bands, put the opened package on a shelf in the toy department and soon proceeded to check out of the store. When accosted by the security guard, she then showed the guard the place where she had left the package of mini-bands, which was opened and missing three or four bands. Thereupon she was taken to defendant's office where she opened her purse which contained three mini-bands and a concealed weapon (9 inch switch blade knife with a 4 1/2 inch blade). She was then charged with shoplifting and carrying a concealed weapon. These facts developed by the plaintiff establish probable cause.

(3) The Court, having considered plaintiff's evidence and all inferences which could be drawn therefrom, and having considered such evidence in a light most favorable to the plaintiff, is convinced that reasonable men would not differ as to the conclusions drawn by the Court from the evidence; that is, that the arrest and prosecution of the plaintiff herein was based upon probable cause, and that the action of the defendant was not malicious.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Motion of defendant, Target Stores, Inc. for a Directed Verdict be, and the same is hereby sustained and the cause dismissed and judgment entered in favor of the defendant, Target Stores, Inc. and against the plaintiff. Costs of this action shall be borne by plaintiff.

Dated this 25 day of November, 1974.

Leather Bohannon
UNITED STATES DISTRICT JUDGE

E I L E D

NOV 26 1974

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

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

McWANE CAST IRON PIPE CO., INC.,)
a Corporation,)
)
Plaintiff,)
)
Vs.)
)
CLYDE A. JONES, INC., a Corporation,)
and MARYLAND CASUALTY COMPANY,)
a Corporation,)
)
Defendants.)

No. 72-C-440

DISMISSAL WITH PREJUDICE

On this 26th day of November, 1974, comes on ^{for consideration} ~~to be heard~~
the joint motion of the parties to enter an order of dismissal
with prejudice of plaintiff's complaint and the counterclaim
of the defendant, Clyde A. Jones, Inc. The Court finds that
the facts and allegations contained in said motion are true
and correct and that said order of dismissal with prejudice
should be entered.

IT IS, THEREFORE, BY THE COURT, CONSIDERED, ORDERED,
ADJUDGED AND DECREED that the complaint of McWane Cast Iron
Pipe Co., Inc. be and it is hereby dismissed with prejudice,
plaintiff to bear its own costs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
counterclaim of defendant, Clyde A. Jones, Inc., be and it
is hereby dismissed with prejudice, and that said defendant,
Clyde A. Jones, Inc., and the defendant, Maryland Casualty
Company, be and they are hereby ordered to pay their own
costs.

Celia E. Demar
United States District Judge

Approved as to Form and Content:

DOERNER, STUART, SAUNDERS, DANIEL & LANGENKAMP

By Sam E. Daniel, Jr.

BOONE, ELLISON & SMITH and
HARPER, YOUNG & SMITH

By Don A. Smith

due to the fact that the present litigation was filed one day out of time.

In his brief, the plaintiff cites the case of Joe Louis Plunkett v. Roadway Express, Inc., (10th CCA, No. 74-1048), decided October 3, 1974. That case involved an action brought under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e. That case holds that such an action under that section must be filed within 90 days after notice is received, not the date of the Commission's mailing of notice. It is noted that such construction had been sustained in Alexander v. Gardner-Denver Co., 415 U.S. 36; McDonnell Douglas Corp. v. Green, 411 U.S. 792; Archuleta v. Duffy's Inc., (10th CCA) 471 F.2d 33. Additionally that case cites to the legislative history of the amendment wherein it was stated "(T)he person aggrieved may bring an action in an appropriate district court within 90 days after receiving notification."

Title 42 U.S.C. §405(g) provides, in pertinent part:

"Any individual, after any final decision of the Secretary made after a hearing to which he was a party, irrespective of the amount in controversy, may obtain a review of such decision by a civil action commenced within sixty days after the mailing of such decision or within such further time as the Secretary may allow. ***."

The statutory provision is precise. A sixty day period within which a review of the Social Security Appeals Council can be commenced means sixty days from the date of the mailing of the decision of the Secretary .

Since the record discloses that the plaintiff admits that this litigation was filed one day out of time, this Court is without jurisdiction to entertain the action. The sixty-day

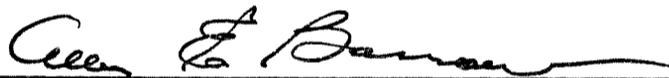
period for review by the district court cannot be had after the expiration of such period. The time limitation imposed by the states operates as a condition of liability rather than as a period of limitation and there can be no recovery unless the condition precedent is fulfilled.

The case law is so replete in this area that this Court will not lengthen this record by a recitation of them.

IT IS, THEREFORE, ORDERED that the Defendant's Motion to Dismiss be and the same is hereby sustained.

IT IS FURTHER ORDERED that the complaint and cause of action be dismissed for lack of jurisdiction.

ENTERED this 19th day of November, 1974.



CHIEF UNITED STATES DISTRICT JUDGE

FET:chk

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

THE TEXAS AND PACIFIC RAILWAY)
COMPANY, a corporation,)
)
Plaintiff,)
)
vs.)
)
PETROLITE CORPORATION,)
a corporation,)
)
Defendant.)

No. 74-C-414

FILED

NOV 18 1974

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

DISMISSAL

COMES NOW the Plaintiff, The Texas and Pacific Railway
Company, a corporation, and dismisses the above-entitled action WITH
PREJUDICE to a future cause of action.

DYER, POWERS, MARSH, TURNER & POWERS

By

 William K. Powers
 Attorneys for the Plaintiff herein
 1501 Fourth National Bank Building
 Tulsa OK 74119 (918) 587-0141

FILED

NOV 19 1974

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

ORDER OF DISMISSAL

NOW, on this 19th day of November, 1974, Plaintiff's
Dismissal coming on for consideration and counsel for Plaintiff herein
representing and stating that all issues, controversies, debts and liabilities
between the parties have been paid, settled and compromised,

IT IS THE ORDER OF THIS COURT that said action be and the
same is hereby dismissed with prejudice to the bringing of another or future
action by the Plaintiff herein.

William C. Lawson
 Judge
 United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
Plaintiff,)
)
vs.) CIVIL ACTION NO. 74-C-148
)
434.00 Acres of Land, More or) Tract No. 114
Less, Situate in Osage County,)
State of Oklahoma, and W. E.)
Waterman, et al., and Unknown)
Owners,)
)
Defendants.)

FILED
NOV 18 1974
Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER MODIFYING JUDGMENT FILED HEREIN
ON SEPTEMBER 6, 1974

This matter comes on for disposition on application of the defendant for an order modifying the judgment filed herein on September 6, 1974. The Court being advised by the parties, finds and concludes:

1. Paragraph numbered 13 of such judgment confirmed a certain stipulation of the parties filed herein on August 15, 1974. Paragraph (g) of such stipulation excluded all improvements situated upon the subject property but provided that if such improvements were not removed from the land on or before December 31, 1974 the former owner's right of removal would terminate automatically and title thereto would revert to the Government.

2. An unusually wet autumn has made removal of all the improvements referred to above by December 31, 1974, physically impossible. A delay in removal of such improvements until March 1, 1975, will not delay construction of the project in which the subject land is located. Defendant will be able to remove such improvements on or before March 1, 1975.

3. Under the described circumstances the application of the defendant should be sustained.

It Is, Therefore, ORDERED that the judgment filed herein on September 6, 1974 is modified to this extent only:

The Court's confirmation of the date "31 December 1974" contained in the stipulation for revestment filed in this case on August 15, 1974 is hereby withdrawn. In lieu thereof there is substituted and confirmed the date "March 1, 1975".

Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

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

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

THE HOME INSURANCE COMPANY

Plaintiff

vs

NO. 73-C-279

DELORIS EDWARDS, CARRIE WOLFE,
KENNETH JAMES, GEORGE RANDALL
BALDWIN, ROADWAY EXPRESS, INC.
and BARNEY JOHNSON

Defendants

and

GLOBE AMERICAN CASUALTY COMPANY,

Defendant-Intervener

E I L E D

NOV 14 1974

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

ORDER OF DISMISSAL

Now on this 14th day of November, 1974, it appearing to
the court that there is no longer any justicable issues between
defendant-intervener and other parties to this litigation, the
action ^{and complaint} is dismissed as to the said defendant-intervener Globe
American Casualty Company.

cause of

Ellen E. Barnes

Judge

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

FILED

NOV 14 1974

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

ROBERT J. STANTON, Trustee for
the Tulsa Crude Oil Purchasing
Company and Its Consolidated
Subsidiaries,

Plaintiff,

-vs-

MOBIL OIL CORPORATION,

Defendant.

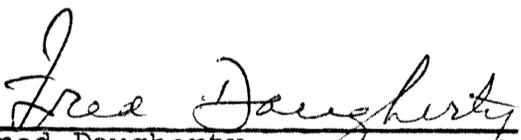
Case No. 74-C-106 ✓

J U D G M E N T

This action came on for hearing before the Court,
Honorable Fred Daugherty, United States District Judge, presiding
and the issues having been submitted to the Court by Stipulations
of Fact and a decision having been duly rendered by way of
Memorandum Opinion dated the 7th day of November, 1974.

IT IS ORDERED AND ADJUDGED that the Plaintiff, Robert J.
Stanton, Trustee of the Tulsa Crude Oil Purchasing Company and
its Consolidated Subsidiaries take nothing and that the Defend-
ant, Mobil Oil Corporation recover of the Plaintiff the sum of
\$4,360.63, with interest thereon at 10% per annum from this
date and its costs of the action.

Dated at Tulsa, Oklahoma, this 14th day of November,
1974.


Fred Daugherty
United States District Judge

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

SUELL D. TURNER,

Plaintiff,

-vs-

AMI, INCORPORATED, a corporation,
HERMAN K. BEEBE, V. DALE GOSNELL,
JOHN H. ROBERT and ROY NATION,

Defendants.

No. 72-C-325

FILED

NOV 14 1974

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

J U D G M E N T

This matter having come on for trial before the Court this 13th day of November, 1974, and the Court having made its findings of fact and conclusions of law in open court; Now, Therefore,

IT IS ORDERED AND ADJUDGED that the plaintiff Suell D. Turner recover judgment against the defendants Ami, Incorporated, a corporation; Herman K. Beebe and John H. Roberts in the total sum of \$45,000, together with interest on said sum at the rate of six per cent (6%) per annum from date of this judgment until paid

IT IS FURTHER ORDERED that the plaintiff recover of the defendants his costs of action.

IT IS FURTHER ORDERED that the complaint and the action herein be dismissed as against the defendants V. Dale Gosnell and Roy Nation.


HOWARD BRATTON
UNITED STATES DISTRICT JUDGE

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

ROLAND H. DANIEL,

Plaintiff,

-vs-

No. 74-C-89

MISSOURI PACIFIC RAILROAD COMPANY,
a corporation, and THE ORDER OF RAILROAD
TELEGRAPHERS, and THE BROTHERHOOD OF
RAILWAY, AIRLINE & STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION
EMPLOYEES,

Defendants.

E I L E D

NOV 14 1974

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

J U D G M E N T

This matter having come on for trial before the Court this 14th day of November, 1974, the Court having made its findings of fact and conclusions of law in open court; Now, Therefore,

IT IS ORDERED AND ADJUDGED that judgment shall be for the defendants in this action, and that the complaint of the plaintiff and the action herein is dismissed with prejudice.

IT IS FURTHER ORDERED that the defendants shall recover of the plaintiff their costs of action, provided that:

IT IS FURTHER ORDERED that each party in this action shall bear its own attorney fees.


HOWARD BRATTON
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

NOV 13 1974

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

PETER J. BRENNAN, Secretary of Labor,)
United States Department of Labor,)
Plaintiff,)
v.)
L. C. SINOR, doing business as L. C.)
SINOR TRUCKING COMPANY, L. C. SINOR)
SAND COMPANY, INC., a corporation,)
and J. D. BRADSHAW,)
Defendants.)

Civil Action

No. 72-C-227

JUDGMENT

Plaintiff having filed his complaint and amended complaint alleging violations of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201 et seq.), hereinafter referred to as the Act, the defendants having answered and denied such allegations, and the Court having heard and considered the testimony and documentary evidence, the stipulations of the parties and the arguments of counsel, and the Court being otherwise fully advised in the premises has filed its Memorandum Opinion herein on October 30, 1974, which contains the findings of fact, conclusions of law and decisions of the Court herein, which by reference is made a part hereof, it is hereby,

ORDERED, ADJUDGED and DECREED that the defendant L. C. Sinor, doing business as L. C. Sinor Trucking Company, be, and he is hereby restrained from withholding the payment of overtime compensation due to his following former employees under the Act, in the following respective amounts:

James R. Ellsworth	\$193.57
Leonard Ewert	221.03
Total	<u>\$414.60</u>

The terms of this paragraph shall be deemed satisfied if defendant L. C. Sinor delivers to the plaintiff individual cashier's or certified checks in the aforesaid respective amounts, less legal tax withholdings payable to the aforesaid individuals and/or Employment Standards Administration, Labor. It is further,

ORDERED, ADJUDGED and DECREED that the defendants L. C. Sinor and J. D. Bradshaw, jointly and severally, be and they are hereby, restrained from withholding the payment of overtime compensation due to their following former employees under the Act, in the following respective amounts:

James R. Ellsworth	\$ 898.64
Onyan Phelan	1,000.52
Thomas R. Noe	353.94
James Allen Walls	557.75
Gene Kellenberger	408.59
Total	<u>\$3,219.44</u>

The terms of this paragraph shall be deemed satisfied if defendants L. C. Sinor and/or J. D. Bradshaw deliver to the plaintiff a cashier's or certified check in the sum of \$3,219.44, payable to "Employment Standards Administration, Labor." This sum represents net wages after tax withholdings which have already been made, and interest. It is further,

ORDERED, ADJUDGED and DECREED that plaintiff's prayer for an injunction against violations of sections 15(a)(2) and 15 (a)(5) of the Act be, and the same is hereby, denied.

Upon receipt by plaintiff of unpaid wages as provided in this judgment, he shall promptly proceed to make distribution in appropriate shares to those persons entitled thereto under this judgment; or to the legal representative of any deceased person so named. If, after making reasonable and diligent efforts to disburse said unpaid wages to the persons entitled thereto, plaintiff is unable to do so because of inability to locate a proper person, or because of a refusal to accept payment by any such person, he shall, as provided in 28 U.S.C. 2041, deposit such unpaid funds with the Clerk of this Court. Any of such funds may be withdrawn for payment to a person entitled thereto upon order of this Court.

It is further ORDERED, ADJUDGED and DECREED, that the claims and issues presented herein by the plaintiff on behalf of James W. Turpin in the amount of \$122.53 and Leonard Ewert in the amount of \$860.55 and Freddie Griggs in the amount of \$293.45, all alleged improper returns to the defendants of wage underpayments made to these individuals and Leonard Ewert, Gene Kellenberger and Onyan Phelan for alleged failure to pay overtime for their commission hauling and James W. Turpin for alleged failure to pay overtime for his work as a mechanic and as a loader and Bob Giles and David Dawson for alleged underpayments for overtime as salaried employees are not allowed and are denied and such issues are determined in favor of the defendants as shown by said Memorandum Opinion and Judgment is hereby entered on said issues in favor of defendants.

It is further ORDERED, ADJUDGED and DECREED that costs of this action shall be taxed against the defendants L. C. Sinor and J. D. Bradshaw, jointly and severally.

Dated this 13th day of November, 1974.

5/ Fred Daugherty
UNITED STATES DISTRICT JUDGE

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

HAROLD G. WHITEIS, a sole
proprietor, d/b/a Motor
Sports of Tulsa,

Plaintiff,

-vs-

YAMAHA INTERNATIONAL
CORPORATION, a corporation,

Defendant.

FILED.

NOV 13 1974 *JK*

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

No. 72-C-260 ✓

J U D G M E N T

This matter having come on for trial before the Court on the 11th day of November, 1974, and the Court having made in open court on the 12th day of November, 1974, its findings of fact and conclusions of law; Now, Therefore,

IT IS ORDERED AND ADJUDGED that the plaintiff Harold G. Whiteis, a sole proprietor, d/b/a Motor Sports of Tulsa, recover judgment against the defendant Yamaha International Corporation in the sum of \$100,000, plus interest at the rate of six per cent (6%) per annum from the date of entry of this judgment until paid.

IT IS FURTHER ORDERED that the plaintiff recover of the defendant his costs of action.



HOWARD BRATTON
UNITED STATES DISTRICT JUDGE

proceedings such court determined by a decree entered September 19, 1974, that David O. Richardson departed this life on March 17, 1972, leaving as his sole and only heirs at law the plaintiff herein and David Shawn Chairs Richardson, born July 28, 1970, and Dewaun Raynard Chairs Richardson, born August 6, 1971, and that such court further found that the deceased never had a son named David Shawn Robinson and that David Shawn Chairs Richardson, David Shawn Richardson and David Shawn Robinson are in truth and in fact one and the same person, to-wit: David Shawn Chairs Richardson, and the court further finds that pursuant to law of the State of Oklahoma such determination by such court is "conclusive evidence of said question in all courts of this state pursuant to the provisions of 84 Okla. Stat. §251 et. seq.

Therefore, the court finds that the beneficiary named in the policy of insurance sued upon is in fact David Shawn Chairs Richardson and that the defendant is indebted to the plaintiff in the sum of \$20,000.00 pursuant to the terms of such policy.

The court further finds that under the law of this jurisdiction the plaintiff in this action would normally be entitled to interest on the principal sum of \$20,000.00 at the annual rate of six percent (6%) per annum from the date of submission of her proof of loss to the defendant insurance company, but the failure of the defendant to pay the policy proceeds upon presentation of the proof of loss was in good faith for the reason that the defendant was unaware of the proper identity of the beneficiary and that interest on such principal sum at the rate of six percent (6%) per annum should be awarded to the plaintiff only from the date of the filing of this action and not for any period prior thereto, which accrued interest totals the sum of \$1,032.33.

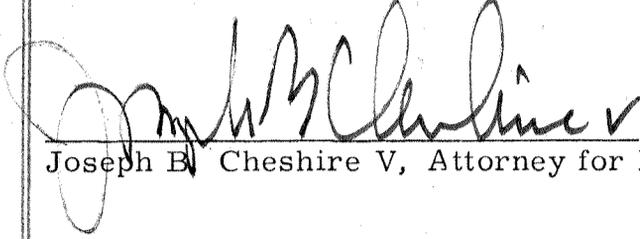
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff have and obtain judgment against the defendant, Occidental Life Insurance Company of North Carolina, in the sum of \$21,032.33 which sum should be paid by the defendant to the plaintiff, Lee Ann Chairs, for the benefit of David Shawn Chairs Richardson, for all of which let execution issue.



United States District Judge

APPROVED:

Jay C. Baker, Attorney for Plaintiff



Joseph B. Cheshire V, Attorney for Defendant

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

PAUL H. KOUTZ,

Plaintiff,

vs.

THE GOODYEAR TIRE & RUBBER
COMPANY,

Defendant.

No. 74-C-172 ✓

FILED

NOV 12 1974 K

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

ORDER OF DISMISSAL

Now on this 12 day of November, 1974, comes

on for consideration the Stipulation for Dismissal of plaintiffs and defendant herein in the above entitled cause. The Court finds that said cause has been settled and that defendant has this date paid to plaintiffs the sum of Nine Thousand and No/100 Dollars, (\$9,000.00) in full settlement, release and satisfaction of plaintiffs' cause of action set forth in the Complaint herein, and that plaintiffs have accepted said sum in full satisfaction, release and discharge of their cause of action and claim against the defendant, and the Court, after due consideration, finds that said Dismissal should be approved.

IT IS THEREFORE ORDERED that this cause ^{of action & complaint} be, and the same ~~is~~ are hereby dismissed with prejudice, each party to bear their own costs.

Allen E. Bowers
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

Jack Y. Govee
Attorney for Plaintiffs

Thomas R. Smith
Attorney for Defendant

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

FILED

NOV 17 1974

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

MICHAEL EDENS,

Plaintiff,

VS.

MARJORIE YALY LEE WU,

Defendant.

NO. 74-C-158

STIPULATION AND DISMISSAL WITH PREJUDICE

Comes now the plaintiff and defendant in the above styled action and pursuant to the provisions of the Federal Rules of Civil Procedure, No. 41 (a) (1) (i) (ii), hereby stipulate to the dismissal of the above styled action by plaintiff, with prejudice, and the case is hereby dismissed with prejudice.

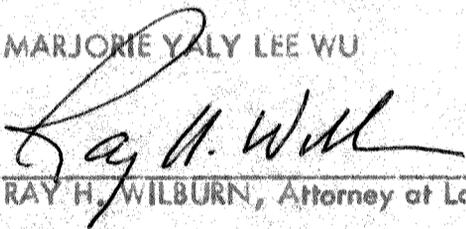
MICHAEL EDENS

By


DON L. DEES, Attorney at Law

MARJORIE YALY LEE WU

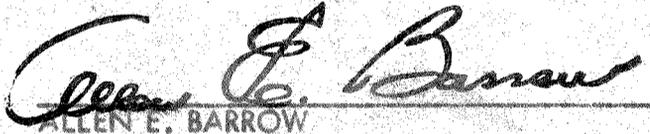
By


RAY H. WILBURN, Attorney at Law

ORDER

This matter having come before me, pursuant to a Stipulation and Dismissal With Prejudice, filed by both parties hereto;

Case of and Complaint
IT IS HEREBY ORDERED that this action be dismissed with prejudice as stipulated by the parties hereto.


ALLEN E. BARROW

United States District Judge

FILED

NOV 12 1974

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

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

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
vs.)	CIVIL ACTION NO. 74-C-287
)	
)	
ROBERT L. NORWOOD, ELAINE D.)	
NORWOOD, OSBORNE CELESTINE,)	
JUANITA CELESTINE, COUNTY)	
TREASURER, Tulsa County, and)	
BOARD OF COUNTY COMMISSIONERS,)	
Tulsa County,)	
)	
Defendants.)	

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 12th day of November, 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, Robert L. Norwood, Elaine D. Norwood, Osborne Celestine, and Juanita Celestine, appearing not.

The Court being fully advised and having examined the file herein finds that Robert L. Norwood and Elaine D. Norwood were served with Summons, Complaint, and Amendment to Complaint on July 17, 1974, and October 10, 1974, respectively; that Osborne Celestine and Juanita Celestine were served with Summons, Complaint, and Amendment to Complaint on July 17, 1974, and August 21, 1974, 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 20, 1974, 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 Answers herein on August 28, 1974; that Robert L. Norwood Elaine D. Norwood, Osborne Celestine, and Juanita Celestine

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 Eighteen (18), BURGESS HILL ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

THAT the defendants, Robert L. Norwood and Elaine D. Norwood, did, on the 14th day of September, 1972, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$8,130.00 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, Robert L. Norwood and Elaine D. Norwood, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 11 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 \$8,007.32 as unpaid principal, with interest thereon at the rate of 7 1/2 percent interest per annum from November 1, 1973, 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 Robert L. Norwood and Elaine D. Norwood, the sum of \$ 8.80, plus interest according to law, for personal property taxes for the year 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,

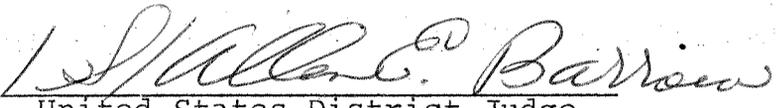
Robert L. Norwood and Elaine D. Norwood, in personam, for the sum of \$8,007.32 with interest thereon at the rate of 7 1/2 percent per annum from November 1, 1973, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure 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 personam, against the defendants, Robert L. Norwood and Elaine D. Norwood, for the sum of \$ 8.80 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, Osborne Celestine and Juanita Celestine.

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.

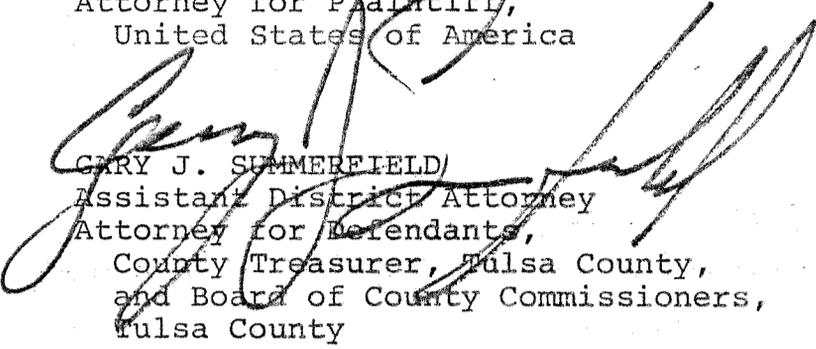
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, all of the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed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


United States District Judge

APPROVED.



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



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

has duly filed its Answer and Cross Petition on June 13, 1974, and that the defendants Earnestine Abraham, Joe Thompson and Patton Loans of Tulsa, 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 Two (2), Block Thirty (30), VALLEY VIEW ACRES ADDITION to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded Plat thereof.

THAT the defendant, Earnestine Abraham, a single person, did, on the 6th day of October, 1972, execute and deliver to the Administrator of Veterans Affairs her mortgage and mortgage note in the sum of \$10,750.00, with 4 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 defendant, Earnestine Abraham, made default under the terms of the aforesaid mortgage note by reason of her 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 defendant is now indebted to the plaintiff in the sum of \$10,653.81, as unpaid principal, with interest thereon at the rate of 4 1/2 percent per annum from July 1, 1973, until paid, plus the cost of this action accrued and accruing.

The Court further finds that the State of Oklahoma ex rel Department of Public Welfare is entitled to judgment against Earnestine Abraham in the amount of \$589.00, plus interest according to law, plus accrued court costs, but that such judgment would be 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 the defendant Earnestine Abraham, in rem, for the sum of \$10,653.81, with interest thereon at the rate of 4 1/2 percent per annum from July 1, 1973, 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 State of Oklahoma ex rel Department of Public Welfare have and recover judgment against the defendant, Earnestine Abraham, in the amount of \$589.00, plus interest according to law, plus accrued court costs, as of the date of this judgment, 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 Joe Thompson and Patton Loans of Tulsa, Inc..

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendant 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 appraisal 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.

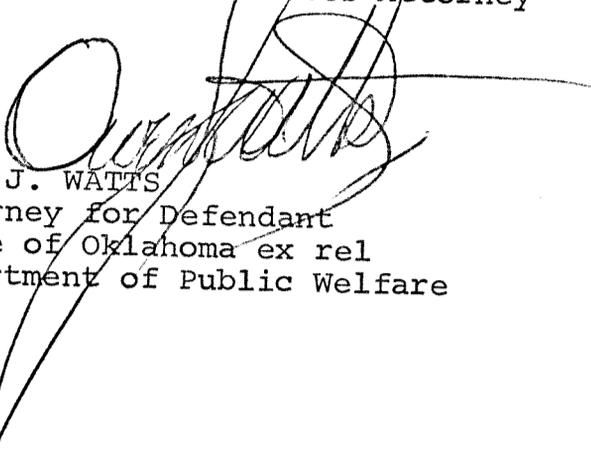
A handwritten signature in cursive script, appearing to read "Fred D. ...", is written over a horizontal line. Below the line, the text "UNITED STATES DISTRICT JUDGE" is printed in a serif font.

UNITED STATES DISTRICT JUDGE

APPROVED.



ROBERT P. SANTEE
Assistant United States Attorney



OWEN J. WATTS
Attorney for Defendant
State of Oklahoma ex rel
Department of Public Welfare

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
 -v-)
)
 CHARLES E. BLUNDELL,)
)
 Defendant.)

FILED

NOV 11 1974

K

Jack C. Silver, Clerk

U. S. DISTRICT COURT

Civil Action No. 74-C-345 ✓

NOTICE OF DISMISSAL

COMES NOW the United States of America, by and through its attorney, Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and hereby gives notice of its dismissal of this action, without prejudice.

Dated this 11th day of November, 1974.

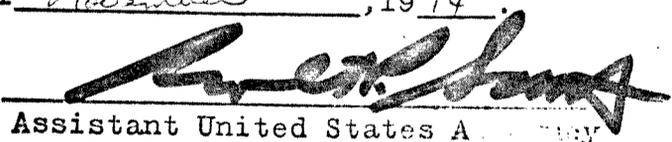
NATHAN G. GRAHAM
United States Attorney



ROBERT P. SANTEE
Assistant United States Attorney

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the 11th day of November, 1974.


Assistant United States Attorney

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

DIANE PAUL and FRANK PAUL,)
)
 Plaintiffs,)
)
 vs.)
)
 EVE REECE,)
)
 Defendant.)

No. 74-C-146

FILED

NOV 11 1974

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

O R D E R

This cause comes on for hearing this 11th day of November, 1974 on Motion of Plaintiffs for Order of Dismissal without prejudice, and the Court being fully advised in the premises, and good cause appearing therefore:

IN IS HEREBY ORDERED that the Motion of Plaintiffs dismissing the above action without prejudice be granted.

DATED this 11th day of November, 1974.

Lucia Daugherty
UNITED STATES DISTRICT JUDGE h

APPROVED AS TO FORM AND CONTENT:

Annus J. Downing
Attorney for Plaintiffs
606 Mid-Continent Building
Tulsa, Oklahoma 74103

Frank J. Blum
Attorney for Defendant
Franklin Building
Tulsa, Oklahoma

Signed this 6 day of November, 1974.

W. Morris L. Bradford
UNITED STATES MAGISTRATE

APPROVED:

W. Ben F. Baker
Assistant United States Attorney

Recommendations of U.S. Magistrate reviewed and approved
and it is so ordered this 7th day of November, 1974.

W. Luther Robinson
UNITED STATES DISTRICT JUDGE

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

THE HOME INSURANCE COMPANY,)
)
) Plaintiff,)
)
) vs.)
)
) DELORIS EDWARDS, CARRIE WOLFE,)
) KENNETH JAMES, GEORGE RANDALL)
) BALDWIN, ROADWAY EXPRESS, INC.)
) and BARNEY JOHNSON,)
)
) Defendants.)

NO. 73-C-279 ✓

E I L E D
NOV 7 1974 *mm*
Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

ON this 4th day of November, 1974, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all causes of action against Deloris Edwards, Carrie Wolfe, Kenneth James, George Randall Baldwin and Barney Johnson, the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint against said defendants only and have requested the Court to dismiss said Complaint with prejudice to any future action against said defendants only, and the Court being fully advised in the premises, finds that said Complaint should be dismissed against Deloris Edwards, Carrie Wolfe, Kenneth James, George Randall Baldwin and Barney Johnson pursuant to said application.

The Court further finds that this settlement does not prejudice or involve the claims, damages, loss or causes of action against Roadway Express, Inc.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the plaintiff, The Home Insurance Company, filed herein against the defendants, Deloris Edwards, Carrie Wolfe, Kenneth James, George Randall Baldwin and Barney Johnson be and the same hereby is dismissed with prejudice to any future action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that this settlement does not prejudice or involve the claims, damages, loss

or causes of action against Roadway Express, Inc.

Charles C. Chesnut
JUDGE, DISTRICT COURT OF THE UNITED
STATES, NORTHERN DISTRICT OF OKLAHOMA

APPROVAL:

ALFRED E. KNIGHT

Alfred E. Knight
Attorney for the Plaintiff

DAVID R. VAN HORN

David R. Van Horn
Attorney for the Defendants,
Deloris Edwards, Carrie Wolfe
and Kenneth James

DAVID R. POPLIN

David R. Poplin
Attorney for the Defendant,
George Randall Baldwin

CHARLES C. CHESNUT

Charles C. Chesnut
Attorney for the Defendant,
Barney Johnson

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

THE HOME INSURANCE COMPANY,)
)
 Plaintiff,)
)
 vs.)
)
 DELORIS EDWARDS, CARRIE WOLFE,)
 KENNETH JAMES, GEORGE RANDALL)
 BALDWIN, ROADWAY EXPRESS, INC.)
 and BARNEY JOHNSON,)
)
 Defendants.)

NO. 73-C-279 ✓

FILED

NOV 7 1974 *jm*

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

ORDER OF DISMISSAL

ON this 7th day of October, 1974, upon the written application of the plaintiff and Roadway Express, Inc. for a Dismissal with Prejudice of the Complaint and all causes of action against Roadway Express, Inc., the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint against said defendant and have requested the Court to dismiss said Complaint with prejudice to any future action against said defendant, and the Court being fully advised in the premises, finds that said Complaint should be dismissed against Roadway Express, Inc. 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, The Home Insurance Company, filed herein against the defendant, Roadway Express, Inc., be and the same hereby is dismissed with prejudice to any future action.

Carroll E. Ballard

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

APPROVAL:

ALFRED B. KNIGHT

Alfred B. Knight

Attorney for the Plaintiff

DONALD G. HOPKINS

Donald G. Hopkins

Attorney for the Defendant,
Roadway Express, Inc.

FILED

NOV 7 1974 K

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

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

SAMMY DOWLING,)	
)	
Plaintiff,)	
)	73-C-393 ✓
vs.)	
)	
CHARLES F. HOFFMAN, et al.,)	
)	
Defendants,)	
)	
vs.)	
)	
UNITED STATES OF AMERICA, ex)	
rel the Secretary of the Interior,)	
)	
Third-Party Defendant.)	

ORDER

While the present action was pending in the District Court of Ottawa County, Charles F. Hoffman moves that Court to allow him to implead and join as additional party defendant the United States of America ex rel Secretary of the Interior. On November 6th, 1973, the State Court entered an order wherein it allowed the defendants' motion to join the United States of America ex rel Secretary of the Interior as Third Party Defendant, and, further allowed defendants to file a cross-complaint over against said third party defendant with summons to issue.

Thereafter, on December 7, 1973, the Secretary of the Interior, United States of America, filed its petition for removal, alleging jurisdiction pursuant to 28 U.S.C. §1441, et seq.

On February 5, 1974, the Secretary of the Interior, United States of America, moved the Court to dismiss the action

with reference to the third-party defendant. Said motion was accompanied by a brief.

On February 13, 1974, the defendants moved the Court to cause a cummons and complaint to be served upon the United States of America, ex rel the Secretary of the Interior as a third party defendant pursuant to Rule 14 of the Federal Rules of Civil Procedure.

On February 21, 1974, plaintiff filed his response, stating he had no objection to the United States of America ex rel the Secretary of the Interior being joined as a third party defendant pursuant to Rule 14 of the Federal Rules of Civil Procedure.

The parties have briefed the matters presently before the Court, and the Court has carefully examined the entire file, and, being fully advised in the premises, finds:

The third party defendant maintains that he is a nominal third party defendant and the real and actual third party defendant is the United States of America. The Secretary of the Interior of the United States of America requests the Court enter its order declaring that said suit is actually one against the United States of America, and further that the state court from which the suit was removed was without jurisdiction of the action, as to the Secretary of the Interior and the United States, and that such cause of action should be dismissed and the case should be remanded to the state court.

In their brief filed February 13, 1974, defendants admit that the Secretary of the Interior of the United States of America is only the nominal third party defendant and that the real and actual third party defendant is the United States of

America.

The Court finds that if the defendants have a cause over against the United States of America, it is an action under the Federal Torts Claim Act, and, there is now showing that the jurisdictional requirements for maintaining such an action have been met.

The Court finds that the Motion to Dismiss filed by the Secretary of the Interior should be sustained.

The Court further finds that the Motion filed February 13, 1974, by defendants should be overruled.

The Court further finds that said cause of action and complaint should be remanded to the District Court of Ottawa County, Oklahoma.

IT IS, THEREFORE, ORDERED that the Motion to Dismiss filed by the Secretary of the Interior be and the same is hereby sustained.

IT IS FURTHER ORDERED that the Motion filed February 13, 1974, by defendants be and the same is hereby overruled.

IT IS FURTHER ORDERED, SUA SPONTE, that the cause of action and complaint be and the same are hereby remanded to the District Court of Ottawa County, Oklahoma.

ENTERED this 14th day of November, 1974.



CHIEF UNITED STATES DISTRICT JUDGE

IH/sw
10/14/74

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

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

Plaintiff,

v.

THE CITY OF TULSA, OKLAHOMA, a
municipal corporation,

Defendant.

Civil Action File

No. 73-C-297

FILED

NOV 7 1974

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

ORDER OF DISMISSAL

The defendant having stipulated that it will comply with the provisions of section 304 (a) of the Consumer Credit Protection Act (15 U.S.C. 1671 et seq.), and the parties having entered into a stipulation that this action may be dismissed, it is

ORDERED, ADJUDGED and DECREED that the above styled and numbered cause be, and it hereby is, dismissed.

The costs of this action will be paid by defendant.

Dated this 7 day of Nov, 1974.

(Signed) Allen E. Barrow

UNITED STATES DISTRICT JUDGE

Approved as to Form and Content:

William E. Everheart
William E. Everheart
Attorney for Plaintiff

George T. Avery
George T. Avery
Regional Solicitor

William J. Kilberg
William J. Kilberg
Solicitor of Labor

The City of Tulsa, Oklahoma
a municipal corporation

WALDO F. BALES
City Attorney

By: Imogene Harris
Imogene Harris
Assistant City Attorney

and

By: Kenneth E. Davis
Kenneth E. Davis
Assistant City Attorney

Attorneys for PETER J. BRENNAN,
Secretary of Labor, United
States Department of Labor,
Plaintiff.

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

PAUL POLIN, et al,
Plaintiffs,

-vs-

ADAMS & LEONARD, et al,
Defendants.

No. 72-C-364

E I L E D

NOV 7 1974

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

ORDER OF DISMISSAL

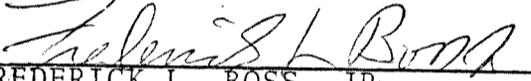
On this day of ~~October~~ ^{November}, 1974, comes on for

consideration Amended Application of the Plaintiff's for an Order of Dismissal, filed jointly by Stipulation of all parties.

The Court finds, and it is hereby Ordered that this ^{and complaint} ~~cause of~~ action be and is hereby dismissed with prejudice only to Paul Polin and Marsha Polin, and Charles Key and Carolyn Key the named Plaintiff's herein.


ALLEN E. BARROW
United States District Judge

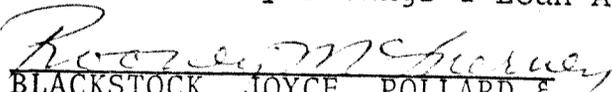
APPROVED AS TO FORM:


FREDERICK L. BOSS, JR.
Attorneys for Plaintiffs
4401 South Harvard
Tulsa, Oklahoma 74135

COHEN & PLUESS
Attorneys at Law
217 North Harvey, Suite 307
Oklahoma City, Okla. 73102

DON PORTER
Attorney at Law
2601 Villa Prom, Shepherd Mall
Oklahoma City, Okla. 73107


CROWE, DUNLEVY, THWEATT,
SWINFORD, JOHNSON & BURDICK
Attorneys for Defendants,
First Home Mortgage Corp.,
IDS Mortgage Corp., North Tulsa
Savings & Loan Assoc., Sooner
Federal Savings and Loan Assoc.
of Tulsa, State Federal Savings
and Loan Assoc. of Tulsa,
Tulsa Federal Savings and Loan Assoc.
and Ponca City Savings & Loan Assoc.


BLACKSTOCK, JOYCE, POLLARD &
McINERNEY, Attorneys for Defendants
Charles F. Curry & Co., Finance
Corp., Hall Investment Co., Midland
Mortgage Co., and Midwest Mortgage Co.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

E I L E D

NOV 7 1974

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

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 100.00 Acres of Land, More or)
 Less, Situate in Nowata County,)
 State of Oklahoma, and Chris)
 Blum, et al., and Unknown)
 Owners,)
)
 Defendants.)

CIVIL ACTION NO. 71-C-289

Tract No. 1650M

J U D G M E N T

1.

NOW, on this 7th day of November, 1974, this matter comes on for disposition on application of the Plaintiff, United States of America, for entry of judgment on a stipulation of the parties agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel for Plaintiff, finds:

2.

This judgment applies to the entire estate condemned in Tract No. 1650M, as such estate and tract are described in the Complaint filed in this action.

3.

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

4.

Service of Process has been perfected either personally or by publication notice, as provided by Rule 71A of 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 herein give the United States of America the right, power and authority to condemn for public use the property described in such Complaint. Pursuant thereto, on August 9, 1971,

the United States of America filed its Declaration of Taking of such described property, and title to the described estate in such property should be vested in the United States of America as of the date of filing the Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of this Court, as estimated compensation for the taking of a certain estate in subject tract a certain sum of money, and none of this deposit has been disbursed, as set out below in paragraph 12.

7.

The defendants named in paragraph 12 as owners of the subject property are the only defendants asserting any interest in such property. All other defendants having either disclaimed or defaulted, the named defendants were, as of the date of taking, the owners of the subject property and, as such, are entitled to receive the just compensation awarded by this judgment.

8.

The owners of the subject tract and the United States of America have executed and filed herein a Stipulation As To Just Compensation wherein they have agreed that just compensation for the estate condemned in subject tract is in the amount shown as compensation in paragraph 12 below, and such Stipulation should be approved.

9.

This judgment will create a deficiency between the amount deposited as estimated compensation for the estate taken in subject tract and the amount fixed by the Stipulation As To Just Compensation, and the amount of such deficiency should be deposited for the benefit of the owners. Such deficiency is set out in paragraph 12 below.

10.

It Is, Therefore, ORDERED, ADJUDGED, and DECREED that the United States of America has the right, power and authority to condemn for public use Tract No. 1650M, as such tract is

particularly described in the Complaint filed herein; and such tract, to the extent of the estate described in such Complaint, is condemned, and title thereto is vested in the United States of America, as of August 9, 1971, and all defendants herein and all other persons interested in such estate are forever barred from asserting any claim to such estate.

11.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking, the owners of the estate condemned herein in subject tract were the defendants whose names appear below in paragraph 12; and the right to receive the just compensation for the estate taken herein in this tract is vested in the parties so named.

12.

It Is Further ORDERED, ADJUDGED and DECREED that the Stipulation As To Just Compensation mentioned in paragraph 8 above hereby is confirmed; and the sum thereby fixed is adopted as the award of just compensation for the estate condemned in subject tract as follows:

TRACT NO. 1650M

Owners:

Chris Blum and Ona M. Blum ----- 2/3

Bob B. Cook and Joy C. Cook ----- 1/3

Award of Just Compensation pursuant to Stipulation -----	\$1,000.00	\$1,000.00
Deposited as estimated compensation -----	300.00	
Disbursed to owners -----		<u>None</u>
Balance due to owners -----		<u>\$1,000.00</u>
Deposit deficiency -----	\$ 700.00	

13.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America shall deposit in the Registry of this Court in this civil action, to the credit of subject tract, the

deposit deficiency in the sum of \$700.00, and the Clerk of this Court then shall disburse the deposit for such tract as follows:

To - Chris Blum and
Ona M. Blum, jointly ----- \$666.67

Bob B. Cook and
Joy C. Cook, jointly ----- \$333.33.

Allen E. Barron

UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow

HUBERT A. MARLOW
Assistant United States Attorney

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

UNION PACIFIC RAILROAD COMPANY,)
A Corporation,)
)
Plaintiff,)
)
vs.)
)
DOWNTOWN WAREHOUSE COMPANY,)
A Corporation,)
)
Defendant.)

74-C-78 ✓

E I L E D

NOV 7 1974 *mm*

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

O R D E R

Now, on this 20th day of August, 1974, there came on for hearing pursuant to regular assignment, the Motion of the Defendant for Summary Judgment. Plaintiff appeared by and through its attorney, William K. Powers, and the Defendant appeared by and through its attorney, H. Tom Hendren. After extensive oral argument before the Magistrate, and this Court being fully advised in the premises by the Magistrate's Findings and Recommendations, the Court finds that Defendant's Motion for Summary Judgment should be granted, and the Complaint herein should be dismissed, at Plaintiff's cost.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Defendant's Motion for Summary Judgment be and hereby is sustained, and that the Complaint ^{and cause of action} of the Plaintiff be and hereby is dismissed, at Plaintiff's cost.

Entered November 7, 1974

Allen E. Barrett
Judge of the United States
District Court

APPROVALS:

William K. Powers
Attorney for Plaintiff

H. Tom Hendren
Attorney for Defendant

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

TECHNOLOGY INCORPORATED, HF PHOTO)
SYSTEMS DIVISION, a corporation,)
)
Plaintiff,)
)
vs.)
)
PHOTO SERVICE INTERNATIONAL, a)
corporation,)
)
Defendant.)

Civil Action

No. 74 - C - 162

E I L E D

NOV 7 1974

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

JOURNAL ENTRY OF JUDGMENT

NOW on this 7 day of Nov, 1974, the above-entitled matter came on regularly for trial. Plaintiff appeared by its attorneys, Ungerman, Grabel & Ungerman; the defendant appeared by its attorneys, Baker, Baker & Martin. Thereupon, the Court found that it had jurisdiction in the premises.

Thereupon, this cause proceeded to trial; plaintiff and defendant in open Court waived trial by jury; and the Court having heard the testimony of witnesses duly sworn and examined herein and being fully advised in the premises found that plaintiff should be awarded judgment of and from the defendant on its petition filed herein, and that the defendant was not entitled to judgment against the plaintiff on its Counter-Claim. That plaintiff is entitled to judgment of and from the defendant in the sum of \$13,459.24 for goods, wares, and merchandise sold, shipped and delivered to the defendant; interest on said judgment at the rate of 10% per annum from the 22nd day of June, 1973 until paid, together with the sum of \$2,000.00 as and for attorneys' fees for plaintiff's attorneys, to be taxed as costs, and all other costs of this action.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff be and it is hereby awarded a judgment of and from the defendant in the sum of \$13,459.24, with interest thereon at the rate of 10% per annum from the 22nd day of June, 1973 until paid, the sum of \$2,000.00 as and for attorneys' fees for and on behalf of plaintiff's attorneys, to be taxed as costs, and all other costs of this action. For all of which let execution issue.

(Signed) Allen E. Barrow

JUDGE

APPROVED AS TO FORM:

UNGERMAN, GRABEL & UNGERMAN

By

[Signature]
Attorneys for Plaintiff

BAKER, BAKER AND MARTIN

By

[Signature]
Attorneys for Defendant

LAW OFFICES
UNGERMAN,
GRABEL &
UNGERMAN

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

E I L E D

NOV 7 1974

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

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 67.50 Acres of Land, More)
 or Less, Situate in Osage)
 County, State of Oklahoma,)
 and James J. Archer, et al.,)
 and Unknown Owners,)
)
 Defendants.)

CIVIL ACTION NO. 74-C-150

Tract No. 119

J U D G M E N T

1.

NOW, on this 7th day of November, 1974, this matter comes on for disposition on application of the Plaintiff, United States of America, for entry of judgment on a stipulation of the parties agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel for Plaintiff, finds:

2.

This judgment applies to the entire estate condemned in Tract No. 119, as such estate and tract are described in the Complaint filed in this action.

3.

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

4.

Service of Process has been perfected either personally or by publication notice, as provided by Rule 71A of 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 herein give the United States of America the right, power and authority to condemn for public use the property described in such Complaint. Pursuant thereto, on March 29, 1974,

the United States of America filed its Declaration of Taking of such described property, and title to the described estate in such property should be vested in the United States of America as of the date of filing the Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of this Court, as estimated compensation for the taking of a certain estate in subject tract a certain sum of money, and all of this deposit has been disbursed, as set out below in paragraph 14.

7.

The defendants named in paragraph 14 as owners of the subject property are the only defendants asserting any interest in such property. All other defendants having either disclaimed or defaulted, the named defendants were, as of the date of taking, the owners of the subject property and, as such, are entitled to receive the just compensation awarded by this judgment.

8.

On September 30, 1974, a stipulation, executed by the owners of subject property and the United States of America, was filed herein, whereby any and all fences situated on the subject tract were excluded from the taking in this case, and title thereto was revested in the former owners. Such stipulation should be approved by the Court.

9.

The stipulation described in paragraph 8 above also contained an agreement by the parties that just compensation for the estate taken in the subject tract, as modified by the said stipulation, is in the amount shown as compensation in paragraph 14, and such agreement should be approved by the Court.

10.

This judgment will create a deficiency between the amount deposited as estimated compensation for the estate taken in subject tract and the amount fixed by the Stipulation As To Just Compensation, and the amount of such deficiency should be deposited for the

benefit of the owners. Such deficiency is set out below in paragraph 14.

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 Tract No. 119, as such tract is particularly described in the Complaint filed herein; and such tract, to the extent of the estate described in such Complaint, is condemned, and title thereto is vested in the United States of America, as of March 29, 1974, and, subject to the exclusion provided below in paragraph 13, all defendants herein and all other persons interested in such estate are forever barred from asserting any claim to such estate.

12.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking, the owners of the estate condemned herein in subject tract were the defendants whose names appear below in paragraph 14, 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 stipulation of the parties, filed herein on September 30, 1974, regarding the exclusion of certain property from the taking and possession of the subject property, is hereby confirmed by the Court. As a result thereof, any and all fences situated on the subject Tract No. 119, are excluded from the taking in this case and title thereto is re-vested in the owners named below in paragraph 14.

14.

It Is Further ORDERED, ADJUDGED and DECREED that the agreement as to just compensation, included in the stipulation mentioned in paragraph 8 above, hereby is confirmed; and the sum therein fixed is adopted as the award of just compensation for the estate condemned herein in subject tract, as follows:

TRACT NO. 119

Owners:

James J. Archer and
Ruth Etta Archer

Subject only to ad valorem taxes for the year
1974, due to Osage County, Oklahoma, in the
amount of \$22.18.

Award of just compensation pursuant to Stipulation -----	\$52,000.00	\$52,000.00
Deposited as estimated compensation -----	44,000.00	
Disbursed to owners -----		<u>44,000.00</u>
Balance due to owners -----		<u>\$ 8,000.00</u>
Deposit deficiency -----	\$ 8,000.00	

15.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America shall deposit in the Registry of this Court in this civil action, to the credit of subject tract, the deposit deficiency in the sum of \$8,000.00, and the Clerk of this Court then shall disburse the deposit for such tract as follows:

To - James J. Archer and Ruth Etta Archer, jointly ----	\$7,977.82
County Treasurer, Osage County, Oklahoma -----	22.18.

Allen E. Barrow
UNITED STATES DISTRICT JUDGE

APPROVED:

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

Plaintiff sustained personal injuries as a result of the vehicular accident.

Both Donald H. Dudley and Martha Dryer possessed liability insurance. The policy of Donald H. Dudley, written by the defendant, contained an uninsured motorist coverage provision.

It is undisputed that plaintiff received the sum of \$5,000 from the insurance carrier of Martha Dryer (Dep. 60).

It is also undisputed that defendant has paid \$2,000 in medical to plaintiff under Mr. Dudley's policy (Dep. 60).

Larry Dale Teague is an uninsured motorist.

Plaintiff commenced a civil action in the District Court of Tulsa County, Oklahoma, against Donald H. Dudley and Larry Dale Teague. Counsel for defendant made an appearance on behalf of their insured, Donald H. Dudley, but did not make an appearance for Larry Dale Teague, although it is indicated they did appear *amicus curiae*. A default judgment was entered against Larry Dale Teague in the State Court action in the amount of \$105,000.00.

The uninsured motorist provision in Mr. Dudley's policy provided for a maximum payment of \$5,000. The further provisions will be cited in detail hereafter.

Defendant bases its motion for summary judgment on the following issues:

1. Uninsured motorist coverage provided only to the extent that all other sources of recovery did not yield up to the \$5,000 limit. Defendant alleges that plaintiff has admittedly recovered \$5,000 and this has reduced the uninsured motorist coverage to zero.

2. They allege that Exclusion (b) would deny applicability of the policy where the insured has made settlement with one who may be liable for her damages.

Defendant alleges that there are many issues which would materially affect the disposition of this action if the Motion for Summary Judgment be overruled.

In other words, the defendant is maintaining the only issues, which would be dispositive of the present litigation concern the coverage and provisions of the insurance policy issued to Donald H. Dudley.

The plaintiff maintains that the lawsuit involves "excess coverage" and that it has nothing to do with the amount of coverage set forth in the policy. Plaintiff maintains that she and Larry Dale Teague were beneficiaries of the policy and the failure of defendant to represent Larry Dale Teague resulted in the default judgment in the amount of \$105,000 being entered against him.

But, even in the conclusion of the plaintiff's brief plaintiff admits that the question of duty to defend is primary regardless of the amount specified in the policy, and if the Court determines there was a duty to defend, then the only issue remaining is the amount defendant would be obligated to pay.

Issues of fact set out in the pre-trial order are (a) the negligence of the uninsured motorist Teague; proximate cause of plaintiff's injuries; damage to plaintiff; plaintiff's contributory negligence; propriety of jurisdiction of State Court at entry of Default Judgment.

These facts are admitted would only arise in the event the Court determines that the uninsured motorist coverage would apply and be available to plaintiff regardless of such previous recovery from the insurer of Martha Dryer and regardless of her pending suit against Donald Dudley, who has liability coverage under the policy at bar.

It thus appears to the Court that there are no issues of fact to be determined by the Court but only questions of law and this case is ripe for summary judgment.

Title 36 O.S.A. Section 3636 provides that no policy insuring against loss resulting from liability, etc. shall be issued, delivered, renewed or extended unless the policy includes uninsured motorist coverage. But the section further provides that the named insured shall have the right to reject such coverage in writing.

Turning to the pertinent provisions of the policy involved, the Court will quote from the brief of the defendant, no copy of the policy having been furnished the Court.

"Insuring Agreements"

Coverage K *** to pay all sums which the insured *** shall be legally entitled to recover as damages from *** operator of an uninsured highway vehicle because of bodily injury caused by accident ***.

Exclusions:

This policy does not apply under Section III *** (b) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under coverage K shall, without written consent of The Western make any settlement with any person or organization who may be legally liable therefor; ***

Conditions:

5. Limits of Liability ***

Coverage K: *** Any amount payable under the terms of coverage K, because of bodily injury sustained in an accident by a person who is an insured under coverage K shall be reduced by (a) All sums paid on account of such bodily injuries by or on behalf of *** (2) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury including all sums paid under coverage A, and ***.

17. Trust Agreement - Coverage K: In the event of payment to any person under coverage K: (a) The Western shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made; (b) such person shall hold in trust for the benefit of The Western all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under coverage K; (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; (d) if requested in writing by the Western such person shall take through any representative designated by The Western such action as may be necessary or appropriate to recover such payment as damages from such other person or organization such action to be taken in the name of such person; in the event of a recovery, The Western shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith; (e) such person shall execute and deliver to The Western such instruments and papers as may be appropriate to secure the right and obligations of such person and The Western established by this provision."

Defendant, in its brief, admits that the reduction clause has never been judicially reviewed in Oklahoma. This Court believes that the reduction clause, if reviewed, would be sustained.

The Court additionally concludes that plaintiff has taken an inconsistent stand in the present litigation. On the one hand, she is saying that you---Mr. Insurance Company---had a duty to defend, under your uninsured motorist provision---the uninsured motorist. On the other hand, she states that since you did not defend, you are obligated to pay for any or part of the judgment returned in my favor against the uninsured motorist.

The Court finds that the general purpose of the uninsured motorist clause was to afford a means of recovery where other insurance was not available. Lund v. State Farm Mutual (W.D. Okla.) 342 F.Supp. 917; 26 A.L.R.3rd 886.

The Courts are in controversy as to whether medical expenses constitute a reduction on the amount of the uninsured motorist clause. 24 A.L.R.3rd 1356.

This Court will not concern itself with that problem.

The Court finds that since plaintiff has already secured a payment of \$5,000 from the insurance carrier of Martha Dryer. under the reduction provision of the policy in question, she is entitled to no more under this provision.

The Court finds that the questions of law should be resolved in favor of the defendant, and that there is no question of fact remaining to be resolved by this Court.

IT IS, THEREFORE, ORDERED that the motion for summary judgment filed by the defendant herein be and the same is

hereby sustained.

ENTERED this 7th day of November, 1974.

Allen E. Barrett

CHIEF UNITED STATES DISTRICT JUDGE

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

UNITED STATES OF AMERICA,)
)
) Plaintiff,)
vs.) CIVIL ACTION NO. 74-C-188
)
)
ROBERT L. BRYANT, HELEN BRYANT)
a/k/a MS. HELEN WALKER, CURTIS A.)
PARKS, Attorney at Law, HOUSING)
AUTHORITY OF TULSA, COUNTY)
TREASURER, Tulsa County, BOARD)
OF COUNTY COMMISSIONERS, Tulsa)
County, and ED R. CROCKETT,)
)
) Defendants.)

FILED
NOV 7 1974
Jack C. Silver, Clerk
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 25th
day of November, 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, Housing Authority of Tulsa, appearing
by its attorney, Robert S. Rizley; the defendant, Ed R. Crockett,
Attorney at Law, appearing by his attorney, H. I. Aston; and
the defendants, Robert L. Bryant, Helen Bryant a/k/a Ms. Helen
Walker, and Curtis A. Parks, Attorney at Law, appearing not.

The Court being fully advised and having examined
the file herein finds that Robert L. Bryant and Helen Bryant
a/k/a Ms. Helen Walker were served by publication, as appears
from the Proof of Publication filed herein; that Curtis A. Parks,
Attorney at Law, and Housing Authority of Tulsa were served with
Summons, Complaint, and Amendment to Complaint on April 25, 1974,
and July 17, 1974, respectively; County Treasurer, Tulsa County,
and Board of County Commissioners, Tulsa County, were served with
Summons, Complaint, and Amendment to Complaint on April 25, 1974,
and July 12, 1974, respectively, that Ed R. Crockett, Attorney at
Law, was served with Summons, Complaint, and Amendment to Complaint
on July 10, 1974, all as appears from the Marshal's Return of
Service herein.

It appearing that County Treasurer, Tulsa County, and Board of County Commissioners, have duly filed their Answers herein on May 6, 1974; that Housing Authority of Tulsa has duly filed its Answer and Cross Complaint herein on May 21, 1974; that Ed R. Crockett has duly filed his Answer and Cross-Petition herein on July 12, 1974; that Robert L. Bryant, Helen Bryant a/k/a Ms. Helen Walker, and Curtis A. Parks 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 Fifteen (15), Block Four (4), NORTHGATE SECOND ADDITION, to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

THAT the defendants, Robert L. Bryant and Helen Bryant, did, on the 2nd day of February, 1973, execute and deliver to the National Homes Acceptance Corporation their mortgage and mortgage note in the sum of \$13,500.00 with 7 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

That by Assignment of Real Estate Mortgage dated March 5, 1973, the National Homes Acceptance Corporation assigned said Note and Mortgage to the Southwest Title Insurance Company; that by Assignment dated March 5, 1973, the Southwest Title Insurance Company assigned said Note and Mortgage to the Federal National Mortgage Association; and that by Assignment dated October 29, 1973, the Federal National Mortgage Association assigned said Note and Mortgage to the Secretary of Housing and Urban Development, Washington, D.C.

The Court further finds that the defendants, Robert L. Bryant and Helen Bryant, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 8 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 \$13,466.32 as unpaid principal, with interest thereon at the rate of 7 percent interest per annum from December 1, 1973, 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 Robert L. Bryant and Helen Bryant, the sum of \$194.04, plus interest according to law, for ad valorem taxes for the year 1973 and that Tulsa County should have judgment, in rem, for said amount.

The Court further finds that the Housing Authority of Tulsa is entitled to judgment against Ms. Helen Walker in the amount of \$110.00, plus \$10.00 costs and interest at the rate of 10 percent per annum from the date of judgment, but that such judgment would be subject to and inferior to the first mortgage lien of the plaintiff herein.

The Court further finds that Ed R. Crockett, Attorney at Law, is entitled to judgment against Robert L. Bryant and Helen Bryant in the amount of \$250.00, plus an attorney fee of \$100.00, plus interest according to law and the costs of said action, but that such judgment would be 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. Bryant and Helen Bryant, in rem, for the sum of \$13,466.32 with interest thereon at the rate of 7 percent per annum from December 1, 1973, 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, Robert L. Bryant and Helen Bryant, for the sum of \$ 194.04 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 Housing Authority of Tulsa have and recover judgment, in rem, against the defendant, Ms. Helen Walker, in the amount of \$110.00, plus \$10.00 costs and interest at the rate of 10 percent per annum from the date of judgment, 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 Ed R. Crockett, Attorney at Law, have and recover judgment, in rem, against the defendants, Robert L. Bryant and Helen Bryant, in the amount of \$250.00, plus an attorney fee of \$100.00, plus interest according to law and the costs of said action, but that such judgment would be 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 defendant, Curtis A. Parks, Attorney at Law.

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, shall be deposited with the Clerk of the Court to await further order of the Court.

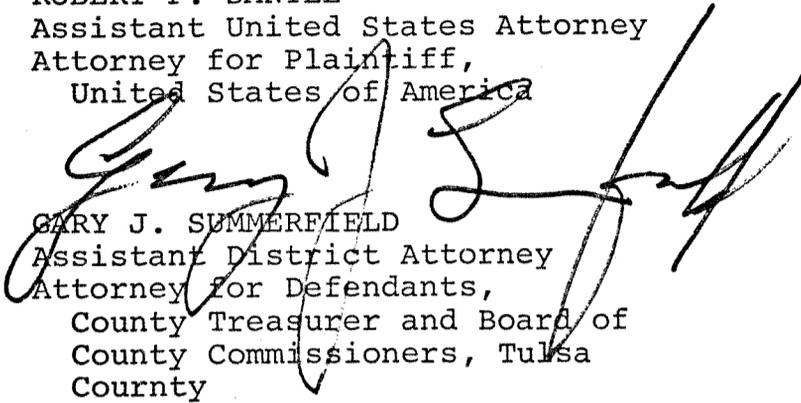
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, all of the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed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

Allen E. Barrow
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 and Board of
County Commissioners, Tulsa
County



H. I. ASTON
Attorney for Defendant,
Ed R. Crockett



ROBERT S. RIZLEY
Attorney for Defendant,
Housing Authority of the City of Tulsa

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

UNITED STATES OF AMERICA,)
)
) Plaintiff,)
 vs.)
)
) JOHN H. HILL a/k/a JOHN)
) HENRY HILL a/k/a JOHN HILL,)
) JR., SANDRA K. HILL, J. D.)
) STRINGFELLOW d/b/a J. D.'s)
) AUTO REPAIR, and AVCO FINANCIAL)
) SERVICE,)
)
) Defendants.)

CIVIL ACTION NO. 74-C-387

FILED
NOV 7 1974

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 7th
day of November, 1974, the plaintiff appearing by Robert P.
Santee, Assistant United States Attorney, and the defendants,
John H. Hill a/k/a John Henry Hill a/k/a John Hill, Jr.,
Sandra K. Hill, J. D. Stringfellow d/b/a J. D.'s Auto Repair,
and AVCO Financial Service, appearing not.

The Court being fully advised and having examined
the file herein finds that John H. Hill and Sandra K. Hill
were served with Summons and Complaint on October 10, 1974;
that J. D. Stringfellow d/b/a J. D.'s Auto Repair was served
with Summons and Complaint on September 30, 1974; that AVCO
Financial Service was served with Summons and Complaint on
September 27, 1974, all as appears from the Marshal's Return
of Service herein.

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 Two (2), Block Three (3), NORTHRIDGE, an Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

THAT the defendants, John H. Hill and Sandra K. Hill, did, on the 17th day of August, 1972, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$10,950.00 with 4 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, John H. Hill and Sandra K. Hill, 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 \$10,921.07 as unpaid principal, with interest thereon at the rate of 4 1/2 percent interest per annum from October 17, 1973, until paid, plus the cost of this action accrued and accruing.

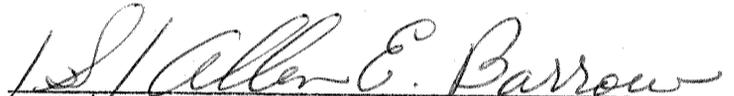
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, John H. Hill and Sandra K. Hill, in personam, for the sum of \$10,921.07 with interest thereon at the rate of 4 1/2 percent per annum from October 17, 1973, plus the cost of this action accrued 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 the defendants, J. D. Stringfellow d/b/a J. D.'s Auto Repair and AVCO Financial Service.

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.


United States District Judge

APPROVED.



ROBERT P. SANTEE
Assistant United States Attorney

bcs

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

UNITED STATES OF AMERICA,)
)
) Plaintiff,)
vs.) CIVIL ACTION NO. 74-C-342
)
)
RANDOLPH EDWARDS, JR., et al.,)
)
) Defendants.)

FILED
NOV 7 1974

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 7th
day of November, 1974, the plaintiff appearing by Robert
P. Santee, Assistant United States Attorney; the defendant,
American State Bank, appearing by Arlie E. Piguet, Vice President
of American State Bank; the defendants, County Treasurer, Tulsa
County, and Board of County Commissioners, Tulsa County, appearing
by Gary J. Summerfield, Assistant District Attorney; and the
defendants, Randolph Edwards, Jr., Lisa Edwards, and Ziffer McBee
appearing not.

The Court being fully advised and having examined
the file herein finds that Randolph Edwards, Jr., was served with
Summons and Complaint on September 17, 1974; that Lisa Edwards
was served with Summons and Complaint on September 30, 1974;
that Ziffer McBee and American State Bank were served with
Summons and Complaint on August 21, 1974; and that County Treasurer,
Tulsa County, and Board of County Commissioners, Tulsa County,
were served with Summons and Complaint on August 20, 1974, all
as appears from the Marshal's Return of Service herein.

It appearing that American State Bank has duly filed
its Answer herein on August 22, 1974; that Board of County
Commissioners, Tulsa County, has duly filed its Answer herein
on August 28, 1974; that County Treasurer, Tulsa County, has duly
filed its Answer and Amended Answer herein on August 28, 1974, and
September 6, 1974, respectively; that Randolph Edwards, Jr., Lisa
Edwards, and Ziffer McBee 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), in Block Nineteen (19), VALLEY VIEW ACRES ADDITION to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof.

THAT the defendants, Randolph Edwards, Jr., and Lisa Edwards, did, on the 2nd day of April, 1971, execute and deliver to Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$10,400.00 with 4 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 defendant, Ziffer McBee, was the grantee in a deed from Randolph Edwards, Jr., and Lisa Edwards, dated December 15, 1972, and entered December 18, 1972, in Book 4048, Page 501, records of Tulsa County, wherein Ziffer McBee assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that the defendants, Randolph Edwards, Jr., Lisa Edwards, and Ziffer McBee, 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 \$9,968.56 as unpaid principal, with interest thereon at the rate of 4 1/2 percent interest per annum from October 2, 1973, 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 Randolph Edwards, Jr., and Lisa Edwards, the sum of \$ 23.96 for personal property taxes for the year 1972 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.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Ziffer McBee, the sum of \$21.92 for personal property taxes for the year 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.

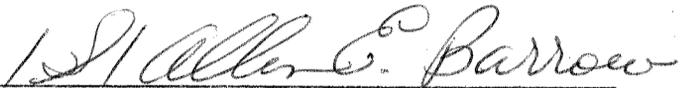
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Randolph Edwards, Jr., Lisa Edwards, and Ziffer McBee, in personam, for the sum of \$9,968.56 with interest thereon at the rate of 4 1/2 percent per annum from October 2, 1973, plus the cost 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 personam, against the defendants, Randolph Edwards, Jr., and Lisa Edwards, for the sum of \$23.96 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 County of Tulsa have and recover judgment, in personam, against the defendant, Ziffer McBee, for the sum of \$21.92 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 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.

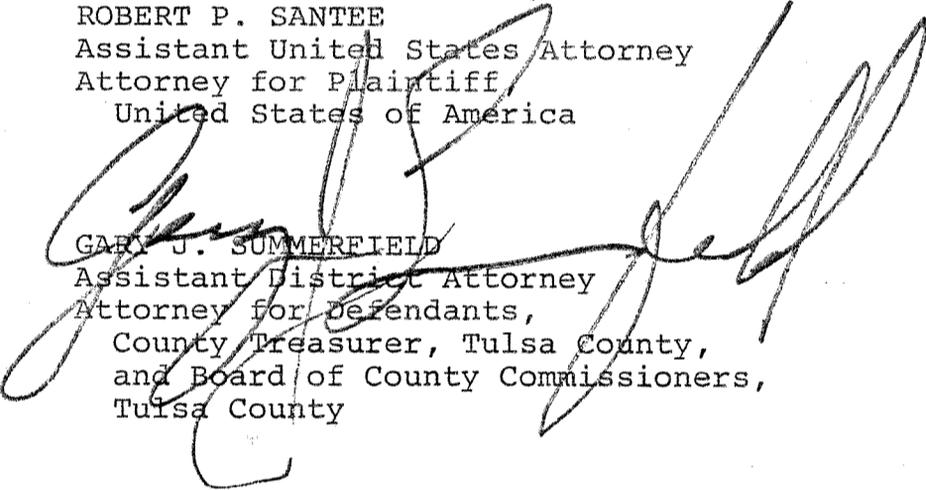
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, all of the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed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


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,)
vs.) CIVIL ACTION NO. 74-C-288
)
)
JAMES DURANT, JR., a/k/a JAMES)
DURANT, DEBORAH A. DURANT a/k/a)
DEBORAH ANITA DURANT a/k/a)
DEBBIE DURANT, NATIONWIDE)
FINANCE COMPANY, SIGNATURE)
LOAN COMPANY, and IDEAL)
COOPERATIVE INVESTMENT CO.,)
)
Defendants.)

FILED
NOV 7 1974
Jack C. Silver, Clerk
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 21st
day of ~~October~~ ^{November}, 1974, the plaintiff appearing by Robert P. Santee,
Assistant United States Attorney, and the defendants, James
Durant, Jr., a/k/a James Durant, Deborah A. Durant a/k/a Deborah
Anita Durant a/k/a Debbie Durant, Nationwide Finance Company,
Signature Loan Company, and Ideal Cooperative Investment Company,
appearing not.

The Court being fully advised and having examined
the file herein finds that James Durant, Jr., was served with
Summons, Complaint, and Amendment to Complaint on July 19, 1974,
and August 22, 1974, respectively; that Deborah A. Durant was
served with Summons, Complaint, and Amendment to Complaint on
October 1, 1974; that Nationwide Finance Company was served with
Summons, Complaint, and Amendment to Complaint on July 18, 1974,
and August 21, 1974, respectively; that Signature Loan Company
and Ideal Cooperative Investment Company were served with Summons,
Complaint, and Amendment to Complaint on August 20, 1974.

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 Five (5), Block Fifty-four (54), VALLEY VIEW ACRES THIRD ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

THAT the defendants, James Durant, Jr., and Deborah A. Durant, did, on the 9th day of August, 1973, execute and deliver to Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$11,000.00 with 4 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, James Durant, Jr., and Deborah A. Durant, 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 \$11,018.10 as unpaid principal, with interest thereon at the rate of 4 1/2 percent interest per annum from October 1, 1973, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, James Durant, Jr., and Deborah A. Durant, in personam, for the sum of \$11,018.10 with interest thereon at the rate of 4 1/2 percent per annum from October 1, 1973, 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 the defendants, Nationwide Finance Company, Signature Loan Company, and Ideal Cooperative Investment 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 appraisal 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.


United States District Judge

APPROVED.



ROBERT P. SANTEE
Assistant United States Attorney

bcs

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

ROBERT J. STANTON, Trustee for)
the Tulsa Crude Oil Purchasing)
Company and Its Consolidated)
Subsidiaries,)
)
Plaintiff,)
)
-vs-)
)
MOBIL OIL CORPORATION,)
)
Defendant.)

Case No. 74-C-106

FILED

NOV 7 1974

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

MEMORANDUM OPINION

Plaintiff is the Trustee for the Tulsa Crude Oil Purchasing Company and its consolidated subsidiaries which is currently undergoing a Chapter X (11 U.S.C. §§501 et seq) reorganization in this judicial district (Cause No. 72-B-108). This is a plenary action filed by the Trustee, pursuant to section 2a of the Bankruptcy Act (11 U.S.C. §11), to recover money allegedly owed to Plaintiff by Defendant Mobil Oil Corporation (Mobil) on open account. The Complaint alleges that Defendant Mobil has failed to pay Plaintiff for crude oil sold and delivered by Plaintiff to Defendant Mobil. In its Answer Defendant Mobil denies that it is indebted to Plaintiff in any amount and states that Plaintiff owes it for crude oil sold and delivered by Defendant Mobil to Plaintiff. Defendant also states that Plaintiff is indebted to it as the owner of a certain royalty interest and Plaintiff is further indebted to it in the amount of \$2,263.78 for Tulsa Crude purchases of goods and merchandise through its Mobil credit card. Defendant by way of set-off and counterclaim requests that Plaintiff's claim be satisfied by set-off and that Defendant have judgment against the Plaintiff for the balance due Defendant.

The case has been submitted to the Court for decision on Stipulations of Facts. The first Stipulation was found to be

incomplete and a further Stipulation was called for. This Stipulation has been received. It has now been stipulated between the parties that Defendant Mobil is indebted to Plaintiff in the amount of \$99,508.11 for crude oil sold Defendant Mobil. It is stipulated that Plaintiff is indebted to Defendant Mobil in the amount of \$98,764.43 for crude oil sold Plaintiff. It is stipulated that Plaintiff is indebted to the owners of a royalty interest for production taken from the D. A. Paul Heirs lease in the amount of \$2,840.53. It is further stipulated that Defendant Mobil by affidavit claims to be the owner of this royalty interest and that Plaintiff has no evidence to rebut such affidavit. In these circumstances the Court finds and concludes that this indebtedness of Plaintiff is owed to Defendant Mobil. It is stipulated that Plaintiff is indebted in the amount of \$2,263.78 for Mobil credit card purchases. It is further stipulated that Defendant Mobil by affidavit represents that it is the issuer of these credit cards and is the owner of this past due account and that Plaintiff has no evidence to rebut such affidavit. In these circumstances the Court finds and concludes that this indebtedness of Plaintiff is owed to Defendant Mobil.

The case involves the application of section 68 of the Bankruptcy Act, 11 U.S.C. §108, which provides in part:

"a. In all cases of mutual debts or mutual credits between the estate of a bankrupt and a creditor the account shall be stated and one debt shall be set off against the other, and the balance shall be allowed or paid.

b. A set-off or counterclaim shall not be allowed in favor of any debtor of the bankrupt which (1) is not provable against the estate and allowable under subdivision g of section 93 of this title; or (2) was purchased by or transferred to him after the filing of the petition or within four months of such filing, with a view to such use and with knowledge or notice that such bankrupt was insolvent or had committed an act of bankruptcy."

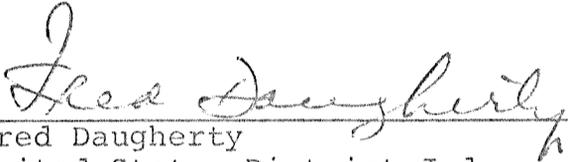
Parties to a bankruptcy have the power to exercise set-off between them. Collier on Bankruptcy, 14th ed. Vol. 4, para. 68.02. A set-off or recoupment pleaded defensively in order to reduce or extinguish a Plaintiff's claim needs no independent jurisdictional grounds to support it. Collier on Bankruptcy, 14th ed. Vol. 4, para. 68.02(3). A Federal district court has jurisdiction to hear and determine plenary suits filed by a trustee in a reorganization proceeding even though diversity of citizenship and other traditional grounds of jurisdiction are lacking. Harman v. Willbern, 227 F. Supp. 892 (D. Kan. 1964). Bankruptcy jurisdiction of federal courts does not depend on diversity of citizenship but upon residence within the federal court district. In Re Fine Arts Corporation, 48 F. Supp. 619, aff'd. 136 F. 2d 28 (Sixth Cir. 1943).

There is no showing submitted to the Court which, under 11 U.S.C. §108 b., supra, would render a set-off or counterclaim in favor of Defendant Mobil and against Plaintiff not allowable for either of the reasons set forth in said section. Therefore, under the Stipulations of Facts presented to the Court, the Court must assume that the set-off and counterclaim of Defendant Mobil is allowable against the Plaintiff.

Therefore, it appears from the foregoing that Defendant Mobil owes Plaintiff \$99,508.11. It further appears that Plaintiff owes Defendant Mobil a total of \$103,868.74. Thus, Defendant Mobil is entitled to judgment setting off Plaintiff's indebtedness to Defendant Mobil against Plaintiff's claim herein against Defendant Mobil to the full extent of Plaintiff's claim herein and Defendant Mobil is then entitled to judgment against Plaintiff in the amount of \$4,360.63.

Counsel for Defendant will prepare an appropriate judgment in accordance with the above and after obtaining the approval of counsel for Plaintiff submit the same to the Court for signature and entry herein.

Dated this 7th day of November, 1974.



Fred Daugherty
United States District Judge

E I L E D

NOV 7 1974 *K*

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

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

CHARLES A. LEWIS,)	
)	
Plaintiff,)	74-C-7 ✓
)	
vs.)	
)	
CAROL LEWIS, et al.,)	
)	
Defendants.)	

JUDGMENT

Pursuant to the Order Sustaining Motion for Summary Judgment filed by defendant, Joe Smith, Judgment is entered as follows:

IT IS ORDERED that Joe Smith be dismissed from this action without prejudice.

ENTERED this 7th day of November, 1974.

Cecilia E. Barrow

CHIEF UNITED STATES DISTRICT JUDGE

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

E I L E D

NOV 7 1974

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

UNITED STATES OF AMERICA,)
)
) Plaintiff,)
)
 -v-)
)
)
) ROBERT B. VANOVER, JR., ET AL,)
)
) Defendants.)

Civil Action No. 74-C-333

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 7th
day of November, 1974, the plaintiff appearing by
Robert P. Santee, Assistant United States Attorney; and the
defendants, Robert B. Vanover, Jr., Edith J. Vanover, and
Denbo Jewelers, appearing not.

The Court, being fully advised and having examined
the file herein, finds that Robert B. Vanover, Jr. and Edith
J. Vanover were served with Summons and Complaint on August 26,
1974, and that Denbo Jewelers were served with Summons and Com-
plaint on August 20, 1974, as appears from the Marshal's Returns
of Service filed herein; and it appears that Robert B. Vanover, Jr.,
Edith J. Vanover, and Denbo Jewelers have failed to answer here-
in 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 secur-
ing said mortgage note covering the following-described real
property located in Rogers County, Oklahoma, within the Northern
Judicial District of Oklahoma:

Lot 12 in Block 1 of Kelley Heights Addition,
a subdivision in Section 16, Township 21 North,
Range 16 East of IB&M, Rogers County, Oklahoma,
according to the recorded plat thereof;

That the defendants Robert B. Vanover, Jr. and Edith
J. Vanover did, on the 12th day of August, 1971, execute and

deliver to The Lomas & Nettleton Company their mortgage and mortgage note in the sum of \$15,900.00, with seven 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 October 6, 1971, The Lomas & Nettleton Company assigned said note and mortgage to Federal National Mortgage Association, and that by Assignment of Mortgage of Real Estate dated November 27, 1973, the Federal National Mortgage Association assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D.C.

The Court further finds that the defendants Robert B. Vanover, Jr. and Edith J. Vanover 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 \$15,636.77, with interest thereon from April 1, 1973, at the rate of seven percent per annum, until paid, plus the cost of this action, accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants Robert B. Vanover, Jr. and Edith J. Vanover, in personam, for the sum of \$15,636.77, with interest thereon at the rate of seven percent per annum from April 1, 1973, 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 or 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 the defendant Denbo Jewelers.

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.

15/ Allen E. Barrow
United States District Judge

APPROVED:

Robert P. Santee
ROBERT P. SANTEE, Asst. U.S. Attorney
Attorney for Plaintiff,
United States of America

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

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

Plaintiff,)

V.)

SEQUOYAH PUBLIC SCHOOLS, INDEPENDENT)
SCHOOL DISTRICT NO. 6, ROGERS)
COUNTY, OKLAHOMA)

Defendant)

Civil Action

No. 73-C-193

E I L E D

NOV 7 1974

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

JUDGMENT

Plaintiff has filed his complaint against Sequoyah Public Schools, Independent School District No. 6, Rogers County, Oklahoma. Thereafter, plaintiff and defendant announced that they have reached an agreement in this matter, and it appearing to the Court that plaintiff and defendant are in agreement that this judgment should be entered, it is therefore,

ORDERED, ADJUDGED AND DECREED that defendant:

I

Defendant shall not, contrary to the provisions of section 6 of the Act, pay any employees engaged in commerce or in the production of goods for commerce, or in an enterprise engaged in commerce or in the production of goods for commerce, wages at rates less than the rates required by section 6 of the Act.

II

Defendant shall not, contrary to the provisions of section 7 of the Act, employ any employee engaged in commerce or in the production of goods for commerce, or in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than 40 hours unless defendant compensates such employee for employment in excess of 40 hours in a workweek at a rate not less than one and one-half the regular rate at which such employee is employed.

III

Defendant shall not, contrary to the provisions of section 11(c) of the Act, fail to make, keep and preserve the records required by the Code of Federal Regulations, Title 29, Part 516.

It is further ORDERED, ADJUDGED AND DECREED that defendant pay overtime compensation and minimum wages in the total amount of \$1,750.84, which the Court finds to be due under the Act to defendant's employees, named in attachment A hereto, which by reference is made a part hereof. The provisions of this paragraph shall be deemed satisfied when the defendant delivers to the plaintiff's Regional Solicitor a certified or cashier's check, payable to "Employment Standards Administration, Labor" in the total amount of \$1,750.84. Such payment is ordered to be made within thirty days of the entry of this judgment.

It is further ORDERED, ADJUDGED AND DECREED that plaintiff, upon the receipt of such certified or cashier's check from the defendant, shall promptly proceed to make distribution, less income tax and social security withholdings, to defendant's employees named herein in the amounts indicated, or to the legal representative of any deceased person so

named. If, after making reasonable and diligent efforts to distribute such amounts to the person entitled thereto, plaintiff is unable to do so because of inability to locate a proper person, or because of a refusal to accept payment by any such person, plaintiff, pursuant to 28 USC section 2041, shall deposit such funds with the Clerk of this Court. Any such funds may be withdrawn for payment to a person entitled thereto upon order of this Court.

It is further ORDERED, ADJUDGED AND DECREED that defendant will pay the costs of this action.

DATED this 7 day of Nov, 1974.

(Signed) Allen E. Barrow

UNITED STATES DISTRICT JUDGE

Entry of this order is consented and agreed to:

William J. Kilberg
WILLIAM J. KILBERG
Solicitor of Labor

George T. Avery
GEORGE T. AVERY
Regional Solicitor

Jack F. Ostrander
JACK F. OSTRANDER
Attorney

Attorneys for Plaintiff

Jack A. [Signature]
Attorney for Defendant

ATTACHMENT "A"

Leonard Montgomery	\$ 231.84
Olen Gable	\$1,000.00
George Cochrun	\$ 519.00

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

ALIENE LAMON BAILEY, individually)
and as the Administratrix of the)
Estate of Robert Eugene Bailey,)
deceased, and as the widow and)
sole surviving heir of said Robert)
E. Bailey, deceased,)

Plaintiff,)

vs.)

AMERICAN PETROFINA COMPANY OF)
TEXAS, a corporation,)

Defendant.)

E I L E D

NOV 7 1974

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

NO. 73-C-153

ORDER OF DISMISSAL

Upon the application of the plaintiff and for good
cause shown, this ^{counsel and complaint} action ^{are} is dismissed with prejudice.

Entered November 7, 1974

Allen E. Barrow
UNITED STATES DISTRICT JUDGE

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

ICEE OF OKLAHOMA, INC.,)
et al,)
)
Plaintiffs,)
)
vs.)
)
)
)
JOHN E. MITCHELL COMPANY,)
et al,)
)
Defendants.)

NO. 72-C-68

FILED

NOV 7 1974

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

ORDER OF DISMISSAL

Upon Motion of the Plaintiff and being advised and aware
of the premises, it is hereby

ORDERED, ADJUDGED and DECREED that this ^{*Cause of action & Complaint*} ~~matter~~ be, and
is hereby dismissed with prejudice.

All outstandings costs to be paid by party incurring same.

Cecil E. Barrett

Judge of the United States District Court

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

UNITED STATES OF AMERICA,)
)
) Plaintiff,)
vs.) CIVIL ACTION NO. 74-C-184
)
)
RUSSELL E. DANIELS a/k/a R. E.)
DANIELS, ELOIS D. DANIELS, MID-)
CONTINENT CASUALTY COMPNAY, CONN)
KEYBOARDS, INC., OKLAHOMA)
OSTEOPATHIC HOSPITAL, M & M)
LUMBER COMPANY, DR. A. I. STILL,)
COUNTY TREASURER, Tulsa County,)
and BOARD OF COUNTY COMMISSIONERS,)
Tulsa County,)
)
) Defendants.)

FILED

NOV 7 1974

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 7th
day of November 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 Osteopathic Hospital, appearing by its
attorney, William B. Lee; the defendant, Dr. A. I. Still, appearing
pro se; and the defendant, Mid-Continent Casualty Company, appearing
by its attorney, Warren L. McConnico; and the defendants, Russell E.
Daniels a/k/a R. E. Daniels, Elois D. Daniels, Conn Keyboard, Inc.,
and M & M Lumber Company, appearing not.

The Court being fully advised and having examined
the file herein finds that Russell E. Daniels a/k/a R. E. Daniels,
Elois D. Daniels, Mid-Continent Casualty Company, Oklahoma Osteopathic
Hospital, M & M Lumber Company, Dr. A. I. Still, County Treasurer,
Tulsa County, and Board of County Commissioners, Tulsa County, were
served with Summons and Complaint on April 25, 1974, and that Conn
Keyboards, Inc., was served with Summons and Complaint on April 29,
1974, 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

Answers herein on May 6, 1974; that Oklahoma Osteopathic Hospital has duly filed its Answer herein on April 30, 1974; that Dr. A. I. Still has duly filed his Disclaimer herein on May 2, 1974; that Mid-Continent Casualty Company has duly filed its Answer and Counter Claim herein on May 3, 1974; that Russell E. Daniels a/k/a R. E. Daniels, Elois D. Daniels, Conn Keyboards, Inc., and M & M Lumber Company 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 One (1), BRIARGLEN ANNEX, an Addition in the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

THAT the defendants, Russell E. Daniels and Elois D. Daniels, did, on the 28th day of September, 1970, execute and deliver to the Mercury Mortgage Company, Inc., their mortgage and mortgage note in the sum of \$21,000.00 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 September 28, 1970, the Mercury Mortgage Company, Inc., assigned said Note and Mortgage to the Federal National Mortgage Association; that by Corrected Assignment dated October 5, 1970, the Mercury Mortgage Company, Inc., assigned said Note and Mortgage to the Federal National Mortgage Association; that by Reassignment dated February 5, 1971, the Federal National Mortgage Association re-assigned said Note and Mortgage to the Mercury Mortgage Company, Inc.; that by Assignment dated February 8, 1971, the Mercury Mortgage Company, Inc., assigned said Note and Mortgage to the Home Federal Savings and Loan Association of Chicago; and that by Assignment dated August 31, 1973, the Home Federal Savings and Loan Association of Chicago assigned said Note and Mortgage to the Secretary of Housing and Urban Development, Washington, D.C.

The Court further finds that the defendants, Russell E. Daniels and Elois D. Daniels, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 10 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 \$20,591.46 as unpaid principal, with interest thereon at the rate of 8 1/2 percent interest per annum from November 1, 1973, 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 Russell E. Daniels and Elois D. Daniels, the sum of \$436.81, plus interest according to law, for ad valorem taxes for the year 1973 and that Tulsa County should have judgment, in rem, for said amount.

The Court further finds that Mid-Continent Casualty Company is entitled to judgment against Russell E. Daniels in the amount of \$670.49, plus 10 percent interest per annum from March 1, 1972, plus \$200.00 attorney's fees, plus accrued court costs, but that such judgment would be subject to and inferior to the first mortgage lien of the plaintiff herein.

The Court further finds that Oklahoma Osteopathic Hospital is entitled to judgment against Russell E. Daniels in the amount of \$63.50 and \$3.00 costs, plus interest according to law, but that such judgment would be 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, Russell E. Daniels and Elois D. Daniels, in personam, for the sum of \$20,591.46 with interest thereon at the rate of 8 1/2 percent per annum from November 1, 1973, 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, Russell E. Daniels and Elois D. Daniels, for the sum of \$ 436.81 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 Mid-Continent Casualty Company have and recover judgment, in personam, against the defendant, Russell E. Daniels, in the amount of \$670.49, plus 10 percent interest per annum from March 1, 1972, plus \$200.00 attorney's fees, plus accrued court costs, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

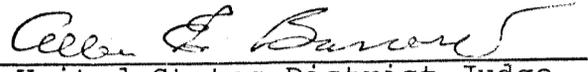
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Oklahoma Osteopathic Hospital have and recover judgment, in personam, against the defendant, Russell E. Daniels, in the amount of \$63.50 and \$3.00 costs, plus interest according to law, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment, in rem, against the defendants, Conn Keyboards, Inc., and M & M Lumber 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 appraisal 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, 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

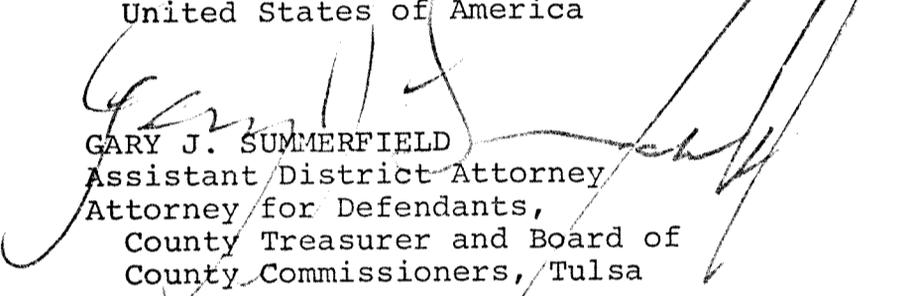
them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.


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 and Board of
County Commissioners, Tulsa
County


WILLIAM B. LEE HARRY A. LENTZ, JR.
Attorney for Defendant,
Oklahoma Osteopathic Hospital


WARREN L. McCONNICO
Attorney for Defendant,
Mid-Continent Casualty Company