

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

AMERICAN POSTAL WORKERS UNION, )  
TULSA AREA LOCAL, AFL-CIO, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
UNITED STATES POSTAL SERVICE, )  
 )  
Defendant. )

No. 76-C-367-C

FILED

FEB 28 1977

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

O R D E R

In this action, defendant, United States Postal Service, has filed a Motion to Dismiss in which defendant asserts (1) that this Court lacks subject matter jurisdiction of the Complaint as only the National Labor Relations Board may seek the relief sought, and (2) the Complaint fails to state a claim upon which relief can be granted as plaintiff has failed to exhaust its administrative remedies set forth in the Collective Bargaining Agreement.

This action was filed on July 7, 1976. In the initial Complaint, plaintiff sought a Temporary Restraining Order, and a Preliminary Injunction. The Court conducted hearings in regard to plaintiff's application for a Temporary Restraining Order on July 14, 1976 and July 16, 1976, at the conclusion of which the Court denied plaintiff's application for a Temporary Restraining Order. On July 23, 1976 plaintiff filed an Amended Complaint. Plaintiff alleges this Court has jurisdiction based upon 39 U.S.C. § 409, which provides that the United States district courts shall have original but not exclusive jurisdiction over actions brought by or against the Postal Service; and on 39 U.S.C. § 1208 which provides that suits for violation of contracts between the Postal Service and a labor organization representing Postal Service employees, or between any such labor organization, may be brought in any district court of the United

States having jurisdiction of the parties, without respect to amount in controversy. Plaintiff's Amended Complaint states "this is an action seeking declaratory, injunctive, and equitable relief against actions of the United States Postal Service at the Tulsa Post Office for proposals and changes of a unilateral nature in regard to employee job status and classification, viz: abolishment of positions and changes in tours, hours, and crafts without proper notice to the American Postal Workers Union . . . said actions constituting contract breaches under the 1975 National Agreement . . ."

#### Unfair Labor Practice Allegations

Plaintiff's initial Complaint alleged unfair labor practices on the part of defendant in violation of sections 8(a)(1), (2), (3) and (5) of the National Labor Relations Act, and at the time of the hearing in July, 1976, plaintiff had filed unfair labor practice charges with the National Labor Relations Board. Prior to filing its Amended Complaint, plaintiff voluntarily dismissed the charges pending with the National Labor Relations Board and appears in its Amended Complaint to attempt to limit its cause of action to an action for breach of the collective bargaining agreement. Plaintiff continues to assert in the Amended Complaint, however, allegations that defendant directly and deliberately interfered with the Union's right to call meetings, the Union's right to receive written documents upon proper demand in order to formulate Union policy and the Union's right to be present at conferences between Union members and Management. Plaintiff further alleges defendant intentionally interfered with and attempted to intimidate Union officers and stewards in the exercise of their Union duties. Plaintiff alleges defendant has "vacilated (sic), lied, misrepresented, failed to give notice, and rearranged their positions" in regard to proposed work changes.

Title 29 U.S.C. § 158 provides that it shall be an unfair labor practice for an employer to interfere with, restrain, or

coerce employees in the exercise of rights to self-organization, to bargain collectively through representatives of their own choosing and to engage in other activities for the purpose of collective bargaining or other mutual aid or protection. Section 158 also states it shall be an unfair labor practice for an employer to dominate or interfere with the Administration of a labor organization.

Title 29 U.S.C. § 1209, Postal Service Reorganization Act, provides that "Employee-management relations shall, to the extent not inconsistent with provisions of this title, be subject to the provisions of subchapter II of chapter 7 of title 29 [National Labor Relations Act]." Said Act provides in regard to obtaining an injunction against unfair labor practices:

"The Board shall have power, upon issuance of a complaint . . . charging that any person has engaged in or is engaging in an unfair labor practice, to petition any United States district court . . . for appropriate temporary relief or restraining order. Upon the filing of any such petition the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper." (emphasis added)

As stated, plaintiff herein has chosen to dismiss the unfair labor practice charges arising out of the facts alleged in the case at bar, which plaintiff initially filed with the National Labor Relations Board. In addition, in its Amended Complaint plaintiff has chosen not to refer to the conduct of plaintiff as unfair labor practices. The fact remains, however, that many of the allegations made could be so characterized and plaintiff could have sought relief through the provisions of the National Labor Relations Act. As stated in San Diego v. Garmon, 359 U.S. 236 (1959): "When an activity is arguably subject to § 7 or § 8, the States as well as the federal courts must defer to the exclusive competence of the National Labor Relations Board . . . ." The acts allegedly committed by defendants as set out in plaintiff's Amended Complaint which might amount to unfair labor

practices are not properly before this Court for consideration. As stated in Amalgamated Clothing Workers of America v. Richman Bros. Co., 348 U.S. 511 (1955):

"However, injunctive relief or a temporary restraining order may be obtained by the Board from the appropriate District Court, pending final adjudication by the Board, 'upon issuance of a complaint' by the Board or when there is 'reasonable cause to believe' in the truth of a charge that a party 'has engaged in an unfair labor practice. . . . Congress explicitly gave such jurisdiction to the district courts only on behalf of the Board on a petition by it or 'the officer or regional attorney to whom the matter may be referred.'" (emphasis added)

See also Amazon Cotton Mill Co. v. Textile Workers Union, 167 F.2d 183 (4th Cir. 1948). It is clear from the above that this Court does not have jurisdiction in regard to the alleged conduct of defendant that could constitute an unfair labor practice.

#### Breach of Contract Allegations

Plaintiff states in its Proposed Pre-trial Order "that jurisdiction is specifically conferred upon this Court because § 1208(b) of the 1970 Postal Reorganization Act, 84 Stat. 719, 39 U.S.C. § 1208(b), which for purposes here relevant came into effect on July 1, 1971, tracks the language of Section 301 of the Labor Relations Act, making explicit that such jurisdiction will extend to suits for violations of contracts by the labor organizations representing employees of the United States Postal Service."

Plaintiff, thereafter states that it is an admitted fact that plaintiff is the Tulsa, Oklahoma, local affiliate of the American Postal Workers Union, AFL-CIO, a labor organization, and that the American Postal Workers Union is recognized by the defendant as the exclusive collective bargaining representative for special delivery messengers, postal clerks, motor vehicle employees and maintenance employees. Plaintiff further states as an undisputed fact that the American Postal Workers Union and defendant are parties to a collective bargaining agreement which

provides, in Article XV, for a grievance procedure culminating in binding arbitration to resolve any "dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment." Plaintiff further states that neither it nor the American Postal Workers Union has filed a grievance or attempted to arbitrate the dispute which is the subject of the Complaint in this action. Further, plaintiff admits that Article XV of the collective bargaining agreement provides that grievances may be filed at the National level (Step 4) without the necessity of proceeding through the earlier stages or steps of the grievance procedure.

As stated in Steelworkers of America v. Warrior and Gulf Navigation Company, 363 U.S. 574 (1960), "to be consistent with Congressional policy in favor of settlement of disputes by the parties through the machinery of arbitration, the judicial inquiry under § 301 must be strictly confined to the question whether the reluctant party did agree to arbitrate the grievance."

As previously stated, Article XV of the National Agreement defines a grievance within the grievance-arbitration procedures provided therein "as a dispute, difference or complaint between the parties related to wages, hours, and conditions of employment," and additionally provides:

"A grievance shall include, but is not limited to, the complaint of an employee or of the Unions which involves the interpretation, application of, or compliance with the provisions of this Agreement. . . ."  
(emphasis added)

Plaintiff's allegations that defendant has violated Articles V, XVII, XXII and XXXI of the contract certainly appear to fall within the grievance-arbitration provisions of the National Agreement. As stated in Warrior:

"An order to arbitrate the particular grievance should not be denied unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute. Doubts should be resolved in favor of coverage."

See International Union, United Automobile, Aircraft, and Agricultural Implement Workers of America v. Cardwell Manufacturing Company, 304 F.2d 801 (10th Cir. 1962); Operating Engineers Local Union No. 3 v. Crooks Bros. Tractor Co., 295 F.2d 282 (9th Cir. 1961). The Supreme Court in Warrior discusses the unique role and ability of the arbitrator and notes that the labor arbitrator performs functions which are not normal to the courts, the considerations which help him fashion judgments may indeed be foreign to the competence of courts. The labor arbitrator's source of law is not confined to the express provisions of the contract as the industrial common law -- the practices of the industry and the shop -- is equally a part of the collective bargaining agreement although not expressed therein. The parties expect that his judgment of a particular grievance will reflect not only what the contract says but, insofar as the collective bargaining agreement permits, such factors as the effect upon productivity of a particular result, its consequences to the morale of the shop, his judgment whether tensions will be heightened or diminished. As stated in Federal Commerce & Navigation Company v. Kanematsu-Gosho, Limited, 457 F.2d 387 (2nd Cir. 1972):

"Moreover, judicial intervention into arbitration substitutes the rule of a court for that of men familiar with the practical intricacies of their type of relationship . . . . Thus, it has long been the rule to resolve any doubt as to the submission agreement in favor of coverage."

In Warrior, the Supreme Court also noted that "the parties' objective in using the arbitration process is primarily to further their common goal of uninterrupted production under the agreement, to make the agreement serve their specialized need." As pointed out in Republic Steel v. Maddox, 379 U.S. 650 (1965):

"If a grievance procedure cannot be made exclusive, it loses much of its desirability as a method of settlement. A rule creating such a situation 'would inevitably exert a disruptive influence upon both the negotiation and administration of collective agreements.'" Teamsters Local v. Lucas Flour Co., 369 U.S. 95, 103.

In its brief in response to defendant's Motion to Dismiss, plaintiff states that "defendant's actions have entirely frustrated the purposes of the collective bargaining agreement" and that "there is simply not enough information of a correct kind available to plaintiff to enable the grievance-arbitration process to work." It is difficult for the Court to see how, if there is not enough information available for an arbitrator to properly consider defendant's alleged contract violations, the plaintiff expects this Court to arrive at a reasoned determination based upon such a presentation. In Republic Steel v. Maddox, supra, the Supreme Court recognized:

"[I]t cannot be said, in the normal situation, that contract grievance procedures are inadequate to protect the interests of an aggrieved employee until the employee has attempted to implement the procedures and found them so."

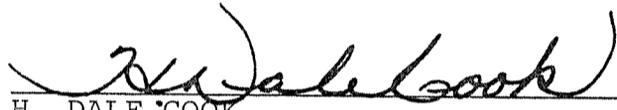
Likewise, in the case at bar, it would appear plaintiff should at least attempt to settle this dispute by utilizing the grievance-arbitration procedure before concluding the procedure will prove ineffective. It is therefore the determination of the Court that plaintiff must exhaust the grievance-arbitration procedure provided in the National Agreement.

Having determined that the allegations asserted in plaintiff's Complaint are properly matters for either the National Labor Relations Board or for arbitration, the Court must further determine whether plaintiff has shown a probability of irreparable harm which would warrant the Court in granting plaintiff injunctive relief until the matter can be heard by the National Labor Relations Board or by an arbitrator. The Court has granted the parties opportunity to file affidavits and exhibits in regard to this issue and the Court has carefully examined the information furnished therein. Based upon this consideration of the record, it is the determination of the Court that plaintiff has not shown a sufficient likelihood that irreparable injury will occur which could not subsequently be remedied by an arbitrator or

the National Labor Relations Board, if warranted. Further, the Court finds that the extent of possible harm to the defendant if the Court were to enjoin it from implementing potentially required work schedule modifications clearly outweighs plaintiff's alleged harm.

It is therefore the determination of the Court that this action should be and hereby is dismissed.

It is so Ordered this 28<sup>th</sup> day of February, 1977.



H. DALE COOK  
United States District Judge

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

WILLIAMS ENERGY COMPANY,

Plaintiff,

vs.

FEDERAL ENERGY ADMINISTRATION,  
et al,

Defendants.

No. 76-C-89-C

FILED

FEB 28 1977

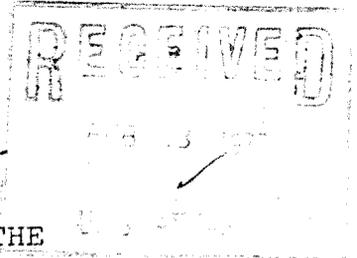
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

ORDER

Now, on this 28<sup>th</sup> day of February, 1977, there having been submitted to the Court a Stipulation for Dismissal, filed on behalf of all parties to the above entitled action and stipulating that said action may be dismissed without prejudice, the Court finds that the stipulated dismissal should be allowed.

NOW IT IS, THEREFORE, ORDERED that the above entitled action be, and the same hereby is, dismissed without prejudice, each party to bear its own costs, in accordance with the Stipulation for Dismissal filed herein.

12/15-Dale Cook  
United States District Judge  
Northern District of Oklahoma



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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 vs. )  
 )  
 LARRY R. TYGART, YHULONDA E. )  
 TYGART, EUGENE McMILLON, KATHY )  
 THURMAN, CHESTER CLIFT, and )  
 LINCOLN PROPERTY COMPANY, a )  
 Corporation, Agent for Willowick )  
 Associates d/b/a Willowick Apts, )  
 )  
 Defendants. )

CIVIL ACTION NO. 76-C-390-B

FILED

FEB 28 1977

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 28th  
day of February, 1977, the Plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney; the Defendant, Lincoln  
Property Company, a corporation, agent for Willowick Associates  
d/b/a Willowick Apts, appearing by its attorney, Wendell W. Clark;  
and the Defendants, Larry R. Tygart, Yhulonda E. Tygart, Eugene  
McMillon, Kathy Thurman, and Chester Clift, appearing not.

The Court being fully advised and having examined  
the file herein finds that Defendants, Larry R. Tygart and  
Yhulonda E. Tygart, were served with Summons and Complaint on  
July 28, 1976; that Defendants, Kathy Thurman and Chester Clift,  
were served with Summons and Complaint on July 29, 1976; that  
Defendant, Lincoln Property Company, a corporation, agent for  
Willowick Associates d/b/a Willowick Apts, was served with Summons  
and Complaint on July 21, 1976, all as appears from the U.S.  
Marshals Service herein; and that Defendant, Eugene McMillon,  
was served by publication, as appears from the Proof of Publication  
filed herein.

It appearing that Defendant, Lincoln Property Company,  
a corporation, agent for Willowick Associates d/b/a Willowick Apts,  
has duly filed its Answer herein on September 23, 1976, and De-  
fendants, Larry R. Tygart, Yhulonda E. Tygart, Eugene McMillon,

Kathy Thurman, and Chester Clift, have failed to answer herein and that default has been entered by the Clerk of this Court.

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

Lot Twenty-nine (29), Block Sixteen (16), VALLEY VIEW ACRES ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

THAT the Defendants, Larry R. Tygart and Yhulonda E. Tygart, did, on the 8th day of February, 1963, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$9,300.00 with 5 1/2 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that Defendant, Eugene McMillon, was the grantee in a deed from Defendants, Larry R. Tygart and Yhulonda E. Tygart, dated May 28, 1974, filed July 1, 1974, in Book 4126, Page 435, records of Tulsa County, wherein Defendant, Eugene McMillon, assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that Defendant, Kathy Thurman, was the grantee in a deed from Defendant, Eugene McMillon, dated May 26, 1975, filed May 28, 1975, in Book 4166, Page 2126, records of Tulsa County, wherein Defendant, Kathy Thurman, assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that Defendants, Larry R. Tygart, Yhulonda E. Tygart, Eugene McMillon, and Kathy Thurman, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon, which default has continued and that by reason thereof the above-named Defendants are now indebted to the Plaintiff in the sum of \$7,381.63 as unpaid principal with interest thereon at the rate of 5 1/2 percent per annum from August 1, 1975, 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, Larry R. Tygart, Yhulonda E. Tygart, and Kathy Thurman, in personam, and Eugene McMillon, in rem, for the sum of \$7,381.63 with interest thereon at the rate of 5 1/2 percent per annum from August 1, 1975, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment, in rem, against Defendants, Chester Clift and Lincoln Property Company, agent for Willowick Associates d/b/a Willowick Apts.

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 appraisalment 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, specifically including any lien for personal property taxes which may have been filed during the pendency of this action.

15/ Allen E. Barrow  
UNITED STATES DISTRICT JUDGE

APPROVED



ROBERT P. SANTEE  
Assistant United States Attorney



WENDELL W. CLARK  
Attorney for Defendant,  
Lincoln Property Company,  
Agent for Willowick Associates  
d/b/a Willowick Apts.

bcs

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

ROBERT E. COTNER, Pro se.,

Plaintiff,

vs.

STATE OF OKLAHOMA, TULSA COUNTY  
D.A., STATE ATTORNEY GENERAL, et al.,  
NANCY FORTNER, TULSA COUNTY SHERIFFS,  
TULSA TRIBUNE AND WORLD NEWS PAPERS,  
et al.,

Defendants.

77-C-83-B ✓

FILED

FEB 28 1977 *pm*

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

ORDER

The Court has for consideration a petition filed by the plaintiff pro se, entitled "Petition for 'Closed Door' Policy of News Media Coverage Concerning Plaintiff, and etc." filed pursuant to an approved forma pauperis affidavit. Plaintiff was allowed to file said complaint without prepayment of costs.

Plaintiff alleges as follows:

"The Plaintiff was previously tried, convicted, and sentenced in a rape case in Tulsa County, not by a Judge and Jury, but by the news media who used false, 'Gossip', and defamationaly(sic) statements of predjustial(sic) ideals to influence and sway the Court and Jury members to such a degree that, in fact, they didn't deside(sic) the guilt or innoceace(sic) of Robert E. Cotner, but the news media did! This was done, even tho(sic) the legal procedures, evidence presented in Court, and the testimony and transcript of the trial all dictated that a not guilty desision(sic) be delivered. The Plaintiff herein seeks to stop or restrict the news media from 'ALL' parts of this, and future Civil and Criminal actions held in this District concerning the Plaintiff Robert E. Cotner, thereby ensuring him his rights to have his cases disided(sic) by a Judge and/or Jury, as prescribed by law, rather than by the distorted, preditional(sic) v iews of, and articles and statements made by any and all branches of the news media.

"Plaintiff points out that this petition concerns only Adverse type Publicity, toward the Plaintiff and/or his causes, and asks no restrictions on favortable(sic) coverage, which is, in facts, a reversal of the 'normal' way of coverage' concerning the Plaintiff."

In Duhart v. Carlson, 469 F.2d 471 (10th CCA, 1972) it was said:

"It is preferable procedure for a federal district court to authorize the commencement and prosecution of an action without the prepayment of costs, if the requirements of §1915(a) are satisfied on the face of the papers submitted, and if the court thereafter discovers that the allegation of poverty is untrue or if it is satisfied that the action is frivolous or malicious, then to dismiss the action. (citing cases contained in footnote 1)."

In Forester v. California Adult Authority, 510 F.2d 58 (8th Cir., 1975) the Court said:

"The procedure to be followed where a complaint is filed in federal court along with a motion for leave to proceed in forma pauperis is directed to the sound discretion of the district court. Cole v. Smith, 344 F.2d 721, 723 (8th Cir., 1965); Conway v. Fugge, 439 F.2d 1397 (9th Cir., 1971). It is well settled, however, that where the requirements of 28 U.S.C. §1915(a) are satisfied on the face of the documents and pleadings submitted, the better practice is for a district court to allow the action to be docketed without prepayment of costs and thereafter to dismiss it, if dismissal is appropriate, even though it may have been judicially determined earlier that the complaint did not state a claim upon which relief could be granted. (citing cases) This procedure allows an adequate record to be made in an orderly fashion for the benefit of both the district court and this court, thereby protecting any legal rights the petitioner might have while sparing a respondent the burden of making a return or answer in a patently frivolous proceeding.\*\*\*."

There is no constitutional right to access to the court by an indigent prisoner, and a court may dismiss an action that is found to be frivolous and malicious in accordance with §1915(d). Johnson v. Meacham, No. 75-1917 (10th CCA, June 29, 1976)

Title 28 U.S.C. §1915(d) provides:

"The court may request an attorney to represent any such person unable to employ counsel and may dismiss the case if the allegation of poverty is untrue, or if satisfied that the action is frivolous or malicious."

The Court finds that plaintiff has not stated a cause of action against the defendants upon which relief can be granted, and further, that the action is frivolous and malicious in nature.

IT IS, THEREFORE, ORDERED SUA SPONTE that the cause of action and complaint are dismissed for failure to state a claim upon which relief can be granted and for being frivolous and

malicious in nature.

ENTERED this 28 day of February, 1977.

A handwritten signature in cursive script, reading "Allen E. Barrow", is written over a horizontal line.

CHIEF UNITED STATES DISTRICT JUDGE

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

CHARLES LEON WATSON,

)  
)  
) Plaintiff, )  
)

-vs-

) NO. 76-C-420-B ✓  
)  
)

STEELER SHELL and GARY FAIN,

)  
)  
) Defendants.)

**FILED**

FEB 28 1977 MLO

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

ORDER

This matter having come on to be heard upon plaintiff's Motion to voluntarily dismiss the above styled action without prejudice, the Court finds that good cause exists for allowing said dismissal.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the above styled <sup>cause and complaint</sup> action be dismissed without prejudice to the plaintiff, and further, that the action be dismissed without the imposition of sanctions against the plaintiff by the defendants.

*Allen E. Bennett*

CHIEF UNITED STATES DISTRICT JUDGE

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

ROBERT E. COTNER, pro se, )  
 )  
 Plaintiff, )  
 )  
 vs. ) 77-C-66-C ✓  
 )  
 NANCY ELLEN FORTNER, et al., )  
 )  
 Defendant. )

FILED

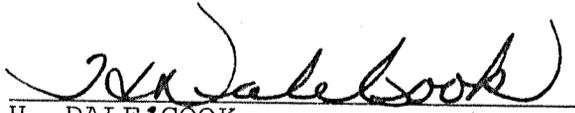
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Jack C. Silver, Clerk  
U. S. DISTRICT COURT

O R D E R

On February 14, 1977, plaintiff filed the above-styled action. Thereafter, on February 25, 1977, plaintiff filed a "Petition for Withdrawal Without Prejudice" in which plaintiff "begs this Honorable Court to allow him to withdraw his civil cause of Cotner v. Fortner, for redress of greavances (sic) & etc., without prejudice. . ." Rule 41(a)(1), Federal Rules of Civil Procedure provides that an action may be dismissed by the plaintiff without order of court by filing a notice of dismissal at any time before service by adverse party of an answer or of a motion for summary judgment. The above-styled action is therefore dismissed.

It is so Ordered this 25<sup>th</sup> day of February, 1977.

  
H. DALE COOK  
United States District Judge

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America, )  
 )  
 ) Plaintiff, ) CIVIL ACTION NO. 76-C-335-C ✓  
 )  
 vs. ) This action applies only to  
 ) the Working Interest in the  
 9.70 Acres of Land, More or ) Oil and Gas Leasehold Inter-  
 Less, Situate in Osage County, ) rest in the estate taken in:  
 State of Oklahoma, and South- )  
 land Drilling and Production ) Tracts Nos. 422ME-1 and  
 Corporation, et al., and ) 422ME-2  
 Unknown Owners, )  
 ) (Included in D.T. filed in  
 Defendants. ) Master File #401-2)

FILED

FEB 25 1977 pm

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

J U D G M E N T

1.

Now, on this 25 day of February, 1977, this matter comes on for disposition on application of Plaintiff, United States of America, for entry of judgment on stipulations agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel for the Plaintiff, finds:

2.

This judgment applies to the entire estate condemned in the tracts listed in the caption hereof, as such estate and tracts 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 property.

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the

right, power, and authority to condemn for public use the property described in said Complaint. Pursuant thereto, on June 24, 1976, the United States of America filed its Declaration of Taking of a certain estate in 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 said Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of the Court as estimated compensation for the taking of a certain estate in subject property a certain sum of money and none of this deposit has been disbursed, as set out below in paragraph 11.

7.

On the date of taking in this action, the owners of the estate taken in subject property were the defendants whose names are shown below in paragraph 11. Such named defendants are the only persons asserting any interest in the estate taken in such tracts. All other persons having either disclaimed or defaulted, such named defendants are entitled to receive the just compensation awarded by this judgment.

8.

Two of the owners of the subject property, to-wit: Southland Drilling and Production Corporation and C. R. Rittenberry, 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 property is in the amount shown as compensation in paragraph 11 below, and such Stipulation should be approved.

Phillips Petroleum Company, the remaining owner of some interest in the subject property, has executed and filed herein on February 24, 1977, a Stipulation, whereby it agrees that all compensation to be paid for the taking of the subject property may be paid in its entirety to the other two owners, and such Stipulation should be approved.

9.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power, and authority to condemn for public use the property particularly described in the Complaint filed herein; and such property, to the extent of the estate described in such Complaint, is condemned, and title to such described estate is vested in the United States of America as of June 24, 1976, and all defendants herein and all other persons interested in such estate are forever barred from asserting any claim to such property.

10.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking the owners of the estate condemned herein in subject property were the defendants whose names appear below in paragraph 11 and the right to receive the just compensation for the estate taken herein in this property is vested in the parties so named, in the manner as shown in such paragraph.

11.

It Is Further ORDERED, ADJUDGED and DECREED that the Stipulation As To Just Compensation and the Stipulation regarding allocation of the subject award, described in paragraph 8 above, hereby are confirmed; and the sum therein fixed is adopted as the award of just compensation for the estate condemned in subject property, and the award is allocated, as follows:

TRACTS NOS. 422MF-1 & 422MF-2

OWNERS:

1. Of all interests except the leasehold interest in a gas purchase contract covering subject tracts.  
Southland Drilling and Production Corporation - 1/4  
C. R. Rittenberry ----- 3/4
2. Leasehold interest in a gas purchase contract covering subject tracts.  
Phillips Petroleum Company

NOTE: This owner has stipulated that the entire award may be paid to the other two owners.

Award of just compensation pursuant to Stipulation -----	\$175.00	\$175.00
Deposited as estimated compensation ----	<u>\$175.00</u>	
Disbursed to owners -----		<u>None</u>
Balance due to owners -----		\$175.00

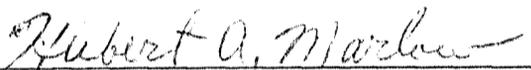
12.

It Is Further ORDERED, ADJUDGED and DECREED that the Clerk of this Court now shall disburse the deposit in the Registry of this Court for the subject property, as follows, to:

Southland Drilling and Production Corporation -----	\$ 43.75
C. R. Rittenberry -----	\$131.25.

  
 UNITED STATES DISTRICT JUDGE

APPROVED:

  
 HUBERT A. MARLOW  
 Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America, )  
 )  
 Plaintiff, ) CIVIL ACTION NO. 76-C-333-C ✓  
 )  
 vs. ) This action applies only to  
 ) the Working Interest in the  
 24.20 Acres of Land, More or ) Oil and Gas Leasehold inter-  
 Less, Situate in Osage County, ) est in the estate taken in:  
 State of Oklahoma, and South- )  
 land Drilling and Production ) Tracts Nos. 421ME-1 and  
 Corporation, et al., and ) 421ME-2  
 Unknown Owners, )  
 ) (Included in D.T. filed in  
 Defendants. ) Master File #401-2)

**FILED**  
FEB 25 1977 *rum*  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

J U D G M E N T

1.

Now, on this 25 day of February, 1977, this matter comes on for disposition on application of Plaintiff, United States of America, for entry of judgment on stipulations agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel for the Plaintiff, finds:

2.

This judgment applies to the entire estate condemned in the tracts listed in the caption hereof, as such estate and tracts 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 property.

5.

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

described in said Complaint. Pursuant thereto, on June 24, 1976, the United States of America filed its Declaration of Taking of a certain estate in 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 said Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of the Court as estimated compensation for the taking of a certain estate in subject property a certain sum of money and none of this deposit has been disbursed, as set out below in paragraph 11.

7.

On the date of taking in this action, the owners of the estate taken in subject property were the defendants whose names are shown below in paragraph 11. Such named defendants are the only persons asserting any interest in the estate taken in such tracts. All other persons having either disclaimed or defaulted, such named defendants are entitled to receive the just compensation awarded by this judgment.

8.

One of the owners of the subject property, to-wit: Southland Drilling and Production Corporation, 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 property is in the amount shown as compensation in paragraph 11 below, and such Stipulation should be approved.

Phillips Petroleum Company and The Bank of California, the remaining owners of some interest in the subject property, have executed and filed herein, on February 23, 1977, certain Stipulations, whereby they agree that all compensation to be paid for the taking of the subject property may be paid in its entirety to Southland Drilling and Production Corporation, and such Stipulations should be approved.

9.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power, and authority to condemn for public use the property particularly described in the Complaint filed herein; and such property, to the extent of the estate described in such Complaint, is condemned, and title to such described estate is vested in the United States of America as of June 24, 1976, and all defendants herein and all other persons interested in such estate are forever barred from asserting any claim to such property.

10.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking the owners of the estate condemned herein in subject property were the defendants whose names appear below in paragraph 11 and the right to receive the just compensation for the estate taken herein in this property is vested in the parties so named, in the manner as shown in such paragraph.

12.

It Is Further ORDERED, ADJUDGED and DECREED that the Stipulation As To Just Compensation and the Stipulations regarding allocation of the subject award, described in paragraph 8 above, hereby are confirmed; and the sum therein fixed is adopted as the award of just compensation for the estate condemned in subject property, and the award is allocated, as follows:

TRACTS NOS. 421ME-1 & 421ME-2

OWNERS:

1. Of all interests except the leasehold interest in a gas purchase contract covering subject tracts, and a mortgage on such tracts.

Southland Drilling and Production Corporation

2. Leasehold interest in a gas purchase contract covering subject tracts.

Phillips Petroleum Company

3. Mortgage on subject tracts.

The Bank of California

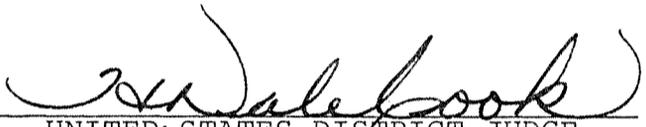
NOTE: Owners 2&3 have stipulated that the entire award may be paid to Southland.

Award of just compensation pursuant to Stipulation -----	\$2,256.00	\$2,256.00
Deposited as estimated compensation ----	<u>\$2,256.00</u>	
Disbursed to owners -----		<u>None</u>
Balance due to owners -----		\$2,256.00

12.

It Is Further ORDERED, ADJUDGED and DECREED that the Clerk of this Court now shall disburse the deposit in the Registry of this Court for the subject property, as follows, to:

Southland Drilling and Production  
Corporation ----- \$2,256.00.

  
UNITED STATES DISTRICT JUDGE

APPROVED:

  
HUBERT A. MARLOW  
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America, )  
 )  
 Plaintiff, )  
 )  
 vs. ) CIVIL ACTION NO. 76-C-326-C ✓  
 )  
 2.95 Acres of Land, More or ) This action applies only to  
 Less, Situate in Osage County, ) the Working Interest in the  
 State of Oklahoma, and South- ) Oil Leasehold Interest in  
 land Drilling and Production ) the estate taken in:  
 Corporation, and Unknown )  
 Owners, ) Tracts Nos. 401ME-1 and  
 ) 401ME-2  
 )  
 ) (Included in D.T. filed in  
 Defendants. ) Master File #401-2)

J U D G M E N T

1.

Now, on this 25<sup>th</sup> day of February, 1977, this matter comes on for disposition on application of Plaintiff, United States of America, for entry of judgment on a stipulation agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel for the Plaintiff, finds:

2.

This judgment applies to the entire estate condemned in the tracts listed in the caption hereof, as such estate and tracts 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 property.

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the

FILED

FEB 25 1977 *rm*

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

right, power, and authority to condemn for public use the property described in said Complaint. Pursuant thereto, on June 24, 1976, the United States of America filed its Declaration of Taking of a certain estate in 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 said Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of the Court as estimated compensation for the taking of a certain estate in subject property a certain sum of money and none of this deposit has been disbursed, as set out below in paragraph 11.

7.

On the date of taking in this action, the owners of the estate taken in subject property were the defendants whose names are shown below in paragraph 11. Such named defendants are the only persons asserting any interest in the estate taken in such property. All other persons having either disclaimed or defaulted, such named defendants are entitled to receive the just compensation awarded by this judgment.

8.

The owners of the subject property 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 property is in the amount shown as compensation in paragraph 11 below, and such Stipulation should be approved.

9.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power, and authority to condemn for public use the property particularly described in the Complaint filed herein; and such property, to the extent of the estate described in such Complaint, is condemned, and title

to such described estate is vested in the United States of America as of June 24, 1976, and all defendants herein and all other persons interested in such estate are forever barred from asserting any claim to such property.

10.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking the owners of the estate condemned herein in subject property were the defendants whose names appear below in paragraph 11 and the right to receive the just compensation for the estate taken herein in this property is vested in the parties so named.

11.

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

TRACTS NOS. 401ME-1 and 401ME-2

OWNERS:

Southland Drilling and  
 Production Corporation ----- 1/4  
 and  
 C. R. Rittenberry ----- 3/4

<u>AWARD</u> of just compensation		
pursuant to Stipulation -----	\$50.00	\$50.00
Deposited as estimated compensation ----	<u>\$50.00</u>	
Disbursed to owners -----		<u>None</u>
Balance due to owners -----		\$50.00

12.

It Is Further ORDERED that the Clerk of this Court shall disburse the deposit for the subject tracts to the owners as follows:

Southland Drilling and  
 Production Corporation ----- \$12.50  
 C. R. Rittenberry ----- \$37.50

APPROVED:

  
 UNITED STATES DISTRICT JUDGE

  
 HUBERT A. MARLOW  
 Assistant U. S. Attorney

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

BASF WYANDOTTE CORPORATION,  
a corporation,  
  
Plaintiff,  
  
vs.  
  
SOUTHLAND FOAM CORPORATION,  
a corporation; JAMES K. FREESE  
and DON W. DAVIS,  
  
Defendants.

Civil Action No. 75-C-161-C

**FILED**  
FEB 25 1976  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

ORDER OF DISMISSAL WITH PREJUDICE

Now on this 25<sup>th</sup> day of February, 1976, there comes before this Court for its consideration the joint Stipulation for Dismissal filed on behalf of the Plaintiff and all of the Defendants.

Whereupon, such Stipulation being prepared pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, and the Court finding that the within named parties, by their attorneys, urge that this Court enter an Order of Dismissal With Prejudice covering the Plaintiff and all of the Defendants named herein;

IT IS HEREBY ORDERED that the above referenced civil action is hereby dismissed with prejudice against the rights of any of the parties thereto to refile the same, with each of the parties to bear his respective costs and attorneys' fees.

J. H. Dale Cook  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

UNGERMAN, GRABEL & UNGERMAN

By [Signature]  
Attorneys for Plaintiff

DOERNER, STUART, SAUNDERS, DANIEL  
& LANGENKAMP

By [Signature]  
Robert F. Biolchini  
Attorneys for Defendants  
Southland Foam Corporation and  
James K. Freese

[Signature]  
Tom H. Bruner  
Attorney for Defendant Don W. Davis

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

FILED

FEB 24 1977

VERNARD W. HULSEY, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
INLAND STEEL COMPANY, )  
 )  
Defendant. )

Jack C. Silver, Clerk  
U. S. DISTRICT COURT  
NO. 75-C-19-C

JOURNAL ENTRY OF JUDGMENT

THIS action came on for trial before the Court and jury, Honorable H. Dale Cook, United States District Judge, presiding on the 14th and 17th day of January, 1977. The Plaintiff present and represented by Jon B. Wallis, and the Defendant, Inland Steel Company present and represented by Joe Best. Plaintiff and Defendant present their evidence to the Court and jury, and rest. Defendant moves for a directed verdict which was overruled by the Court. The jury was instructed by the Court as to all the law pertaining to the evidence presented during the trial. The jury upon deliberation returned a verdict in favor of the Plaintiff and against the Defendant, Inland Steel Company, in the amount of Three Hundred Thousand Dollars (\$300,000.00).

IT IS ORDERED AND ADJUDGED that the Plaintiff, Vernard W. Hulsey, recover judgment from the Defendant, Inland Steel Company, in the principal amount of Three Hundred Thousand Dollars (\$300,000.00), prejudgment interest at the rate of 6% per annum from November 21, 1975 until January 17, 1977, in the total amount of Twenty One Thousand One Hundred Fifty Dollars (\$21,150.00). That the said judgment of Three Hundred Thousand Dollars (\$300,000.00) shall bear interest at the rate of 10% per annum from January 18, 1977 until paid in full and the Plaintiff be awarded his costs of the action in the amount of Fourteen Hundred Forty Dollars and Sixty One Cents (\$1440.61).

DATED at Tulsa, Oklahoma, this 24<sup>th</sup> day of <sup>February</sup> ~~January~~, 1977.

H. Dale Cook  
H. DALE COOK  
UNITED STATES DISTRICT JUDGE

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

UNITED STATES OF AMERICA, )  
 )  
 ) Plaintiff, )  
 )  
 vs. )  
 )  
 )  
 )  
 ) ROBERT DANIEL SIMS, )  
 ) KATHERINE LOUISE SIMS, )  
 ) VIRGINIA LEA SCHMITZ nee GRAHAM, )  
 ) ROY GRAHAM, GLADYS GRAHAM, )  
 ) LARRY SCHMITZ a/k/a LARRY WILLIAM )  
 ) SCHMITZ, GREGORY TOBIAS THOMAS, )  
 ) III, and JAMES W. CHESTNUT, )  
 )  
 ) Defendants. )

CIVIL ACTION NO. 76-C-557-B ✓

FILED

FEB 24 1977 HO

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 24th  
day of February, 1977, the Plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney; and the Defendants,  
Robert Daniel Sims, Katherine Louise Sims, Virginia Lea Schmitz  
nee Graham, Roy Graham, Gladys Graham, Larry Schmitz a/k/a  
Larry William Schmitz, Gregory Tobias Thomas, III, and James W.  
Chestnut, appearing not.

The Court being fully advised and having examined  
the file herein finds that Defendants, Robert Daniel Sims,  
Katherine Louise Sims, Virginia Lea Schmitz nee Graham, Roy  
Graham, Gladys Graham, Gregory Tobias Thomas, III, and James W.  
Chestnut, were served by publication as shown on the Proof of  
Publication filed herein; that Defendant, Larry Schmitz a/k/a  
Larry William Schmitz, was served with Summons and Complaint  
on December 13, 1976, as shown on the United States Marshal's  
Service herein.

It appearing that the Defendants, Robert Daniel Sims,  
Katherine Louise Sims, Virginia Lea Schmitz nee Graham, Roy  
Graham, Gladys Graham, Larry Schmitz a/k/a Larry William Schmitz,  
Gregory Tobias Thomas, III, and James W. Chestnut, 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 upon the following described real property located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Nine (9), Block Nine (9), LAKE-VIEW HEIGHTS  
AMENDED ADDITION to the City of Tulsa, Tulsa  
County, Oklahoma, according to the recorded plat  
thereof.

THAT the Defendants, Robert Daniel Sims and Katherine Louise Sims, did, on the 19th day of July, 1974, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$9,500.00 with 8 3/4 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

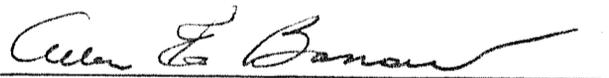
The Court further finds that Defendants, Robert Daniel Sims and Katherine Louise Sims, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon, which default has continued and that by reason thereof the above-named Defendants are now indebted to the Plaintiff in the sum of \$9,487.72 as unpaid principal with interest thereon at the rate of 8 3/4 percent per annum from February 1, 1976, 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 Daniel Sims and Katherine Louise Sims, in rem, for the sum of \$9,487.72 with interest thereon at the rate of 8 3/4 percent per annum from February 1, 1976, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment, in rem, against Defendants, Virginia Lea Schmitz nee Graham, Roy Graham, Gladys Graham, Larry Schmitz a/k/a Larry William Schmitz, Gregory Tobias Thomas, III, and James W. Chestnut.

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, specifically including any lien for personal property taxes which may have been filed during the pendency of this action.

  
UNITED STATES DISTRICT JUDGE

APPROVED

  
ROBERT P. SANTEE  
Assistant United States Attorney

MIU:jas  
2/17/77

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

HARRY HUGE, C.W. DAVIS and	)	
PAUL R. DEAN, as Trustees of the	)	
UNITED MINE WORKERS OF AMERICA	)	
HEALTH AND RETIREMENT FUNDS,	)	
	)	
Plaintiff,	)	
	)	
vs	)	No. 76-C-553 (B)
	)	
LONNIE BELLER, individually and	)	
trading as BELLER CONSTRUCTION	)	
COMPANY,	)	
	)	
Defendant.	)	
	)	

ORDER

Upon the joint stipulation for dismissal it is hereby ordered that the complaint in the above entitled action be dismissed with prejudice, with costs to defendant.

DATED FEB 24 1977, 1977.

*Allen E. Barrow*  
\_\_\_\_\_  
Judge of the US District Court

FILED  
FEB 24 1977  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

LAW OFFICES  
UNGERMAN,  
GRABEL &  
UNGERMAN  
  
SIXTH FLOOR  
WRIGHT BUILDING  
TULSA, OKLAHOMA

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

EZERA E. ALLEN,  
Plaintiff,

-vs-

MALLINCKRODT CHEMICAL WORKS, a  
Missouri corporation, and E. I.  
DU PONT DE NEMOURS & COMPANY, a  
Delaware corporation,

Defendants.

NO. 76-C-262-B ✓

**FILED**

FEB 24 1977 710

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

ORDER

UPON application for good cause shown Plaintiff should be allowed pursuant to Rule 41 to dismiss the herein filed action without prejudice and should be granted leave to refile this action within one (1) year of the date of dismissal as provided for in Title 12, Section 100 of the Oklahoma Statutes Annotated.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that this matter shall be and is hereby ordered dismissed at the request of the Plaintiff without prejudice, and further Plaintiff shall be and is hereby granted one (1) year from the date of this dismissal within which to refile said action.

*Cellen E. Benson*  
\_\_\_\_\_  
JUDGE

CERTIFICATE OF MAILING

I hereby certify that on this the 23 day of February, 1977, I mailed a true and correct copy of the above and foregoing Order to:

Mr. Charles C. Baker  
c/o Gable, Gotwals, Rubin,  
Fox, Johnson & Baker  
2010 Fourth National Bldg.  
Tulsa, Oklahoma 74119

and

Mr. Richard Honn  
c/o Rogers, Rogers & Jones  
117 East 5th  
Tulsa, Oklahoma 74103

ATTORNEYS FOR THE DEFENDANT  
E. I. DU PONT DE NEMOURS & CO.

ATTORNEYS FOR THE DEFENDANT  
MALLINCKRODT CHEMICAL WORKS

*Larry L. Oliver*  
\_\_\_\_\_  
Larry L. Oliver, Inc.  
Attorney for the Plaintiff

OLIVER, EVANS & WALLIS  
ATTORNEYS AT LAW  
FOURTH NATIONAL BANK BUILDING  
TULSA, OKLAHOMA 74119

AREA CODE 918  
585-8181

FILED

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

FEB 24 1977

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

IN THE MATTER OF:	)	
	)	
ROBERT B. PHILLIPS and	)	In Bankruptcy
MARILYN M. PHILLIPS,	)	No. 75-B-852
	)	
Bankrupts.	)	

O R D E R

NOW on this 24<sup>th</sup> day of February, 1977, there comes on for hearing the motion of the Bankruptcy Trustee to dismiss appeals taken from Orders entered by the Honorable William E. Rutledge, Bankruptcy Judge, by the F&M Bank & Trust Company and Robert B. Phillips and there having presented to the undersigned District Judge satisfactory evidence that the Agreement to Compromise Dispute Between Trustee in Bankruptcy and Robert B. Phillips and Marilyn M. Phillips, Bankrupts filed herein on May 14, 1976, has been rendered null and void by subsequent agreement of the parties thereto, rendering the appeal from the Order of the Honorable William E. Rutledge, Bankruptcy Judge, dated July 22, 1976, approving said compromise agreement, filed herein by the F&M Bank & Trust Company on June 25, 1976, moot; and there appearing no reason that the appeal of Robert B. Phillips from the Order of the Bankruptcy Judge dated January 27, 1977, denying the Bankrupt's Motion should be dismissed but that said appeal should be stayed pending a final determination with regard to the Bankruptcy Trustee's Application to compromise the controversy between the Bankruptcy Trustee and Robert B. Phillips and Marilyn M. Phillips, Bankrupts herein, to be filed herein.

IT IS THEREFORE ORDERED BY THIS COURT that the appeal of the F&M Bank & Trust Company from the Order of the Bankruptcy Judge dated July 22, 1976, approving the compromise of the dispute between the Trustee in Bankruptcy and the Bankrupts be, and it is hereby, dismissed.

IT IS FURTHER ORDERED BY THIS COURT THAT the appeal of Robert B. Phillips, Bankrupt, from the Order of the Bankruptcy Judge dated January 27, 1977, shall be stayed pending a final, unappealable determination of the Bankruptcy Trustee's application to compromise the controversy between said Trustee and the Bankrupts, to be filed herein.

*Allen J. Barrows*

United States District Judge

APPROVED AS TO FORM:

*Irvine E. Ungerman*

Irvine E. Ungerman

Attorney for Robert E. Baker, Trustee

*Gary C. Clark*

Gary C. Clark

Attorney for Robert B. Phillips, Bankrupt

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

FILED

FEB 23 1977 110

DAVID J. COHEN,

Plaintiff,

vs.

RAY CONARD,

Defendant.

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

NO. 76-C-641-B ✓

FILED

FEB 23 1977

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

ORDER OF DISMISSAL WITHOUT PREJUDICE

Plaintiff having moved this Court, pursuant to Rule 41 (a)(1), for an Order of this Court dismissing the above entitled action without prejudice and said parties herein having entered into a stipulation for dismissal of action filed herein, and good cause having been shown therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the above entitled *cause of and complaint* action/be, and it hereby is, dismissed without prejudice.

IT IS FURTHER ORDERED that Plaintiff recover from Defendant his costs herein taxed in the amount of \$ 22.32.

DATED this 23rd day of February, 1977.

*Allen E. Barrow*

UNITED STATES DISTRICT JUDGE

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

MANUEL LARA, )  
 )  
 Petitioner, )  
 )  
 vs. ) No. 77-C-25-C  
 )  
 DISTRICT ATTORNEY'S OFFICE, )  
 Tulsa County, )  
 )  
 Respondents. )

FILED

FEB 22 1977

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

O R D E R

The Court has before it for consideration the Petition of Manuel Lara for a Writ of Habeas Corpus filed pro se pursuant to 28 U.S.C. § 2254. Petitioner challenges the legality of his custody in the Tulsa County Jail on the ground of improper use of state detainer procedures. He alleges that in the early months of 1976 he was arrested several times in the State of Kansas and was told that the Tulsa County District Attorney's office had filed a detainer against him. Petitioner alleges that he requested several times that the District Attorney transport him to Tulsa County to be tried on the charges pending against him there and that such requests were denied. He also alleges that on more than one occasion he was informed that the charges pending in Tulsa County had been dropped. Following the imposition of a sentence by a United States District Court in Topeka, Kansas on October 8, 1976, petitioner was transported to the Tulsa County Jail on October 19, 1976, where he has remained since that time. Petitioner alleges that his preliminary hearing has been postponed six times because the District Attorney was unprepared.

As grounds for invoking the aid of this Court, petitioner alleges that the State of Oklahoma failed to follow the procedures set forth in the Interstate Agreement on Detainers (18 U.S.C. Appendix) by refusing his request to be transported to Tulsa County

for trial, and also that he has been denied his Sixth Amendment right to a speedy trial. The Court expresses no opinion as to petitioner's claim regarding the Interstate Agreement on Detainers, except to note that it appears that the State of Oklahoma has not become a party to the Agreement.

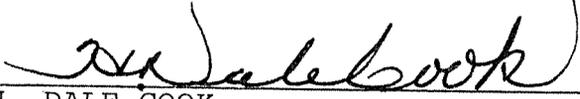
The nature and extent of the Sixth Amendment right to a speedy trial has recently been defined by the United States Supreme Court in Smith v. Hooey, 393 U.S. 374, 89 S.Ct. 575, 21 L.Ed.2d 607 (1969). A Federal District Court can consider the deprivation of this right as it relates to state detainer procedures in ruling upon a Petition for Writ of Habeas Corpus, provided that three conditions are met:

- 1) the prisoner has demanded a speedy trial,
- 2) the state nevertheless failed to make a diligent effort to obtain him for trial, and
- 3) he has exhausted his state remedies as required by 28 U.S.C. § 2254.

Kane v. State of Virginia, 419 F.2d 1369 (4th Cir. 1970). This Court has no need to consider the first two of these conditions, for it appears from the record that petitioner has not attempted to seek relief in the courts of the State of Oklahoma. Such relief does exist in this state, See 22 O.S.A. § 812 (1969); Ex Parte Meadows, 112 P.2d 419 (Okla. Cr. 1941), and the exhaustion of these state remedies is a prerequisite to any consideration of a Petition for Writ of Habeas Corpus by this Court. Hoggatt v. Page, 432 F.2d 41 (10th Cir. 1970).

Therefore, because remedies available in the courts of the State of Oklahoma have not been exhausted as to the issues presented to this Court, the Petition for Writ of Habeas Corpus should be and is hereby dismissed.

It is so Ordered this 22<sup>nd</sup> day of February, 1977.

  
H. DALE COOK  
United States District Judge

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

FILED  
FEB 22 1977  
U. S. ATTORNEY

UNITED STATES OF AMERICA,

Plaintiff,

vs.

CIVIL ACTION NO. 76-C-446-B

BERNARD L. CHILES a/k/a  
BERNARD LARUCE CHILES  
a/k/a BERNARD CHILES  
a/k/a RUDDY CHILES,  
BARBARA ANN CHILES,  
AMERICAN STATE BANK,  
THE TIMEPLAN CORPORATION,  
COUNTY TREASURER, Tulsa  
County, and BOARD OF  
COUNTY COMMISSIONERS,  
Tulsa County,

Defendants.

FILED

FEB 22 1977

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 22nd  
day of February, 1977, 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, Bernard L. Chiles a/k/a Bernard  
Laruce Chiles a/k/a Bernard Chiles a/k/a Ruddy Chiles, Barbara  
Ann Chiles, American State Bank, and The Timeplan Corporation,  
appearing not.

The Court being fully advised and having examined  
the file herein finds that Defendants, County Treasurer, Tulsa  
County, and Board of County Commissioners, Tulsa County, were  
served with Summons and Complaint on August 23, 1976; that De-  
fendant, American State Bank, was served with Summons and Complaint  
on September 29, 1976; that Defendant, Barbara Ann Chiles, was  
served with Summons and Complaint on October 12, 1976; that De-  
fendant, Bernard L. Chiles a/k/a Bernard Laruce Chiles a/k/a  
Bernard Chiles a/k/a Ruddy Chiles, was served with Summons and  
Complaint on October 13, 1976, all as appears from the U.S. Marshals

Service herein; and that Defendant, The Timeplan Corporation, was served by publication, as appears from the Proof of Publication filed herein.

It appearing that Defendants, County Treasurer, Tulsa County, and Board of County Commissioners, Tulsa County, have duly filed their Answers herein on September 8, 1976, and that Defendants, Bernard L. Chiles a/k/a Bernard Laruce Chiles a/k/a Bernard Chiles a/k/a Ruddy Chiles, Barbara Ann Chiles, American State Bank, and The Timeplan Corporation, 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 Twelve (12), Block Seven (7), SUBURBAN ACRES ADDITION to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof.

THAT the Defendants, Bernard L. Chiles and Barbara Ann Chiles, did, on the 22nd day of September, 1973, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$9,000.00 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 Defendants, Bernard L. Chiles and Barbara Ann Chiles, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon, which default has continued and that by reason thereof the above-named Defendants are now indebted to the Plaintiff in the sum of \$8,732.87 as unpaid principal with interest thereon at the rate of 4 1/2 percent per annum from September 1, 1975, 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 Defendants, Bernard L. Chiles and Barbara Ann Chiles, the sum of \$ 2870 plus interest according to law for personal property taxes for the year(s) 1975 & 1976 and that Tulsa County should have judgment, in rem, for said amount, but that such judgment is subject to and inferior to the first mortgage lien of the Plaintiff herein.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Henry L. Long and Alma L. Long, former owners, the sum of \$ NONE plus interest according to law for personal property taxes for the year(s) NONE and that Tulsa County should have judgment, in rem, for said amount, but that such judgment is subject to and inferior to the first mortgage lien of the Plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment against Defendants, Bernard L. Chiles and Barbara Ann Chiles, in personam, for the sum of \$8,732.87 with interest thereon at the rate of 4 1/2 percent per annum from September 1, 1975, 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 Defendants, Bernard L. Chiles and Barbara Ann Chiles, for the sum of \$ 2870 as of the date of this judgment plus interest thereafter according to law for personal property taxes, but that such judgment is subject to and inferior to the first mortgage lien of the Plaintiff herein.

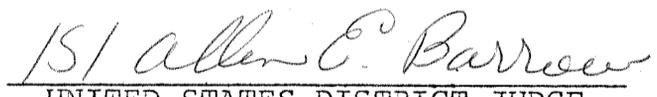
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County of Tulsa have and recover judgment, in rem, against Henry L. Long and Alma L. Long, former owners, for the sum of \$ NONE

as of the date of this judgment plus interest thereafter according to law for personal property taxes, 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 Defendants, American State Bank and The Timeplan Corporation.

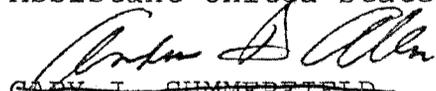
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said Defendants to satisfy Plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisalment the real property 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, specifically including any lien for personal property taxes which may have been filed during the pendency of this action.

  
UNITED STATES DISTRICT JUDGE

APPROVED

  
ROBERT P. SANTEE  
Assistant United States Attorney

  
~~GARY J. SUMMERFIELD~~  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer 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.

TERRY O. PARKER, SHERRON Y.  
PARKER, BOARD OF COUNTY  
COMMISSIONERS, Tulsa County,  
Oklahoma, and COUNTY TREASURER,  
Tulsa County, Oklahoma,

Defendants.

CIVIL ACTION NO. 76-C-500-C

FILED

FEB 22 1977

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 22nd  
day of February, 1977, the Plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney; and the Defendants,  
Board of County Commissioners, Tulsa County, Oklahoma, and  
County Treasurer, Tulsa County, Oklahoma, appearing by their  
attorney, Marvin E. Spears, Assistant District Attorney; and,  
the Defendants, Terry O. Parker and Sherron Y. Parker, appearing  
not.

The Court being fully advised and having examined  
the file herein finds that Defendants, Terry O. Parker and  
Sherron Y. Parker, were served by publication as shown on the  
Proof of Publication filed herein; and, that Defendants, Board  
of County Commissioners, Tulsa County, Oklahoma, and County  
Treasurer, Tulsa County, Oklahoma, were served with Summons  
and Complaint on October 6, 1976, as appears from the United  
States Marshal's Service herein.

It appearing that the Defendants, Board of County  
Commissioners, Tulsa County, Oklahoma, and County Treasurer,  
Tulsa County, Oklahoma, have duly filed their answers herein  
on October 26, 1976; and, that Defendants, Terry O. Parker  
and Sherron Y. Parker, 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 upon the following described real property located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Seven (7), Block Fifty-Five (55), VALLEY VIEW ACRES THIRD ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

THAT the Defendants, Terry O. Parker and Sherron Y. Parker, did, on the 30th day of December, 1974, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$11,000.00 with 9 1/2 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Defendants, Terry O. Parker and Sherron Y. Parker, the sum of \$ 14.97 plus interest according to law for personal property taxes for the year(s) 1976 and that Tulsa County should have judgment, in rem, for said amount, but that such judgment is subject to and inferior to the first mortgage lien of the Plaintiff herein.

The Court further finds that Defendants, Terry O. Parker and Sherron Y. Parker, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon, which default has continued and that by reason thereof the above-named Defendants are now indebted to the Plaintiff in the sum of \$11,046.69 as unpaid principal with interest thereon at the rate of 9 1/2 percent per annum from January 1, 1976, 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,

Terry O. Parker and Sherron Y. Parker, in rem, for the sum of \$11,046.69 with interest thereon at the rate of 9 1/2 percent per annum from January 1, 1976, 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 Defendants, Terry O. Parker and Sherron Y. Parker, for the sum of \$ 14.97 as of the date of this judgment plus interest thereafter according to law for personal property taxes, 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, specifically including any lien for personal property taxes which may have been filed during the pendency of this action.

W. H. Dale Cook  
UNITED STATES DISTRICT JUDGE

APPROVED

  
\_\_\_\_\_  
ROBERT P. SANTEE  
Assistant United States Attorney

  
\_\_\_\_\_  
MARVIN E. SPEARS  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Tulsa County



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

JAMES R. LYON,  
  
Plaintiff,

vs.

GEORGIA-PACIFIC CORPORATION,  
a Georgia corporation, and  
CERTAIN-TEED PRODUCTS  
CORPORATION, a Maryland  
corporation,

Defendants.

No. 76-C-178-C

FILED

FEB 18 1977

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

JUDGMENT OF DISMISSAL WITH PREJUDICE AS  
TO CERTAIN-TEED PRODUCTS CORPORATION

This cause comes on before me, the undersigned Judge, this 18<sup>th</sup> day of February, 1977, upon the motion for summary judgment filed herein by the defendant, Certain-Teed Products Corporation, a Maryland corporation, and the Court, having reviewed the pleadings, the motion for summary judgment with its supporting documents, and the confession to the motion for summary judgment filed herein by the plaintiff on February 15, 1977, finds that the motion for summary judgment of the defendant, Certain-Teed Products Corporation, should be and the same is hereby sustained and plaintiff's cause hereby dismissed as to the defendant, Certain-Teed Products Corporation.

18/ H. Dale Cook  
UNITED STATES DISTRICT JUDGE

FILED

FEB 18 1977

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

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

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
vs.	)	CIVIL ACTION NO. 77-C-9-B
	)	
	)	
DANIEL T. WILKINSON and	)	
CHRISTINE WILKINSON,	)	
	)	
Defendants.	)	

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 18th day of February, 1977, the Plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the Defendants, Daniel T. Wilkinson and Christine Wilkinson, appearing not.

The Court being fully advised and having examined the file herein finds that Defendants, Daniel T. Wilkinson and Christine Wilkinson, were served with Summons and Complaint on January 20, 1977, both as appears from the U.S. Marshals 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 Thirty-five (35), Block Six (6), LAKE-VIEW HEIGHTS AMENDED ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

THAT the Defendants, Daniel T. Wilkinson and Christine Wilkinson, did, on the 1st day of May, 1973, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$9,500.00 with 6 percent interest

per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that Defendants, Daniel T. Wilkinson and Christine Wilkinson, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon, which default has continued and that by reason thereof the above-named Defendants are now indebted to the Plaintiff in the sum of \$9,131.21 as unpaid principal with interest thereon at the rate of 6 percent per annum from June 1, 1976, 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, Daniel T. Wilkinson and Christine Wilkinson, in personam, for the sum of \$9,131.21 with interest thereon at the rate of 6 percent per annum from June 1, 1976, 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 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, specifically including any lien for personal property taxes which may have been filed during the pendency of this action.

*Allen E. Brown*

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UNITED STATES DISTRICT JUDGE

APPROVED

*Robert P. Santee*

ROBERT P. SANTEE  
Assistant United States Attorney

bcs

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

JULIA W. KLOUBEC and  
FRED KLOUBEC,  
  
Plaintiffs,  
  
vs.  
  
CHURCH OF THE CHRISTIAN  
CRUSADE, INC.,  
  
Defendant.

FILED

FEB 18 1977

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

No. 76-C-502 B ✓

ORDER OF DISMISSAL

Now on this 18<sup>th</sup> day of February, 1977 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 \$80,000.00 plus interest and attorney fees 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 <sup>of action & Complaint</sup> ~~is~~ <sup>are</sup> hereby dismissed with prejudice, each party to bear their own costs.

Alan E. Benson  
CHIEF UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

William B. Jones  
Attorney for Plaintiffs

Ray Blanton  
Attorney for Defendant

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

JULIA W. KLOUBEC and  
FRED KLOUBEC,  
  
Plaintiffs,  
  
vs.  
  
DAVID LIVINGSTONE MISSIONARY  
FOUNDATION, INC.,  
  
Defendant.

FILED

FEB 17 1977

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

No. 76-C-503 C

ORDER OF DISMISSAL

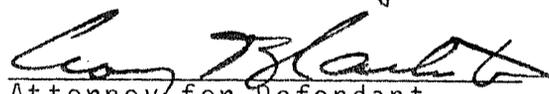
Now on this 17<sup>th</sup> day of February, 1977 comes on for consideration the Stipulation for Dismissal of plaintiffs and defendant herein in the above entitled cause. The Court finds that said cause has been settled and that defendant has this date paid to plaintiffs the sum of \$70,000.00 plus interest and attorney fees 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 be, and the same is hereby dismissed with prejudice, each party to bear their own costs.

  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

  
Attorney for Plaintiffs

  
Attorney for Defendant

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

WILLIAM REYNOLDS WABAUNSEE, )  
 )  
 ) Petitioner, )  
 )  
 vs. )  
 )  
 RICHARD A. CRISP, Warden, and )  
 )  
 ) STATE OF OKLAHOMA, )  
 )  
 ) Respondents. )

No. 76-C-533-C

**FILED**

FEB 17 1977

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

ORDER DISMISSING PETITION  
FOR WRIT OF HABEAS CORPUS

The Court has before it for consideration the Petition of William Reynolds Wabaunsee for a Writ of Habeas Corpus filed pursuant to Title 28 U.S.C. § 2254. The petitioner is represented by his attorney, Mr. Eric E. Anderson.

Petitioner was convicted in the District Court, Tulsa County, of the offense of Larceny of Merchandise From a Retailer, in violation of Title 21 O.S.A. § 1731, and sentenced to a term of three (3) years' imprisonment. Petitioner demands his release from custody and as grounds therefore claims that he is being deprived of his liberty in violation of his right to a trial by jury under the Sixth and Fourteenth Amendments to the Constitution of the United States. The same constitutional argument was raised at his appeal, where the verdict and sentence of the District Court were affirmed. Wabaunsee v. State, 554 P.2d 36 (Okla. Cr. 1976). Available remedies in the courts of the State of Oklahoma have therefore been exhausted.

More specifically, petitioner alleges that the failure of the trial court to permit him to withdraw his waiver of jury trial deprived him of his constitutional right to a trial by jury under the circumstances of this case. Upon reading the original Petition, it was unclear to the Court whether petitioner was attempting to raise any constitutional claims in addition to

the right to a jury trial. However, in response to directives issued by the Court, petitioner stated that the sole constitutional issue raised in this Court was the right to a jury trial. Petitioner further responded that he did not dispute the written opinion of the Oklahoma Court of Criminal Appeals, insofar as it reproduced the portion of the record containing the waiver of jury trial and the Appearance Docket. Wabaunsee v. State, supra. This Court is not required to hold an evidentiary hearing, as the merits of petitioner's claim can be determined by considering the undisputed facts as set forth in the written opinion. See Boyd v. State of Oklahoma, 375 F.2d 481 (10th Cir. 1967).

There is nothing in the United States Constitution to prevent an accused, in the exercise of a free and intelligent choice, and with the approval of the court, from waiving trial by jury. Adams v. United States ex rel. McCann, 317 U.S. 269 (1942). However, as with the waiver of any constitutional right, it must be an "intentional relinquishment of a known right or privilege." Johnson v. Zerbst, 304 U.S. 458, 464, 58 S.Ct. 1019, 82 L.Ed 1461 (1938). According to the undisputed record of the waiver procedure followed in this case, it is clear that the trial court explained, and that petitioner understood, the rights and privileges incident to a trial by jury, and that petitioner intentionally surrendered these rights and privileges. Petitioner presents several grounds upon which he bases his claim that refusal to allow withdrawal of the waiver deprived him of a constitutional right. The allegations are that:

1. Counsel advised him that the charges would be dismissed if he would waive a jury trial. This contention is specifically rebutted by the record in which petitioner stated that no promises or inducements were made to encourage the giving of the waiver.

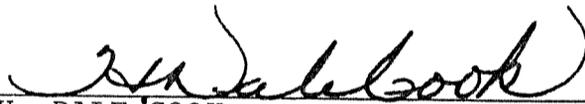
2. The length of time between the waiver and trial was so long that petitioner should be allowed to reconsider his choice. It is true that two years elapsed between the time of waiver and the trial, but the record reveals that the first year's delay was caused by actions on the part of petitioner.

3. Subsequent to his waiver, petitioner was charged, tried and convicted of a federal crime in Illinois, a conviction which was reversed after his non-jury conviction in Tulsa County. This allegation can also be answered by reference to the one year delay caused by actions of the petitioner.

4. During the pendency of petitioner's case, agents of the Federal Bureau of Investigation visited with the judge before whom his case was to be heard and prejudiced said judge against him. However, petitioner admits that upon his motion that court was disqualified and did not hear his case.

Petitioner's allegations, while perhaps providing grounds upon which the trial judge could have permitted a withdrawal of the waiver, are not of constitutional dimension. Therefore, because this Court has determined that petitioner's waiver of a jury trial was knowingly and intentionally made, the Petition for Writ of Habeas Corpus should be and is hereby dismissed.

It is so Ordered this 17<sup>th</sup> day of February, 1977.

  
H. DALE COOK  
United States District Judge

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

TEDDY LEO NOLAND, )  
 )  
 Petitioner, )  
 )  
 vs. ) No. 76-C-575-C  
 )  
 STATE OF OKLAHOMA, et al., )  
 )  
 Respondents. )

FILED

FEB 17 1977

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

ORDER DISMISSING PETITION  
FOR WRIT OF HABEAS CORPUS

The Court has before it for consideration the Petition of Teddy Leo Noland for a Writ of Habeas Corpus filed pro se pursuant to 28 U.S.C. § 2254.

Petitioner was convicted in the District Court, Nowata County, of the offense of Murder in the Second Degree, in violation of Title 21 O.S.A. § 701.2 (Supp. 1973), and sentenced to a term of ten (10) years to life imprisonment in the custody of the State Department of Corrections. The judgment and sentence of the District Court were affirmed by the Oklahoma Court of Criminal Appeals. Noland v. State, 550 P.2d 958 (Okl.Cr. 1976).

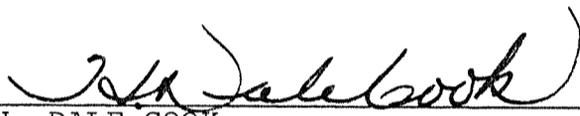
In the present Petition, it is alleged that petitioner was not adequately represented by counsel at his trial in that his retained attorney failed to call some thirteen present and subpoenaed witnesses for the defense and failed to give a closing statement. It is not necessary for this Court to reach the constitutional questions raised by such allegations, for it appears both from the opinion of the Court of Criminal Appeals and from the Petition itself that these claims have not been raised in any state court proceeding to date.

"No principle in the realm of Federal habeas corpus is better settled than that state remedies must be exhausted. 28 USCA § 2254 (b)(c). . . . [H]abeas corpus relief cannot

be granted in the courts of the United States for denial of a constitutional right in a state court where the relief is sought in Federal court upon a ground which was not asserted in the state courts and state remedies have not been fully exhausted." Hoggatt v. Page, 432 F.2d 41, 43 (10th Cir. 1970).

Therefore, because remedies available in the courts of the State of Oklahoma have not been exhausted as to the claims urged upon this Court, the Petition for Writ of Habeas Corpus should be and is hereby dismissed.

It is so Ordered this 17<sup>th</sup> day of February, 1977.

  
\_\_\_\_\_  
H. DALE COOK  
United States District Judge

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

POWER VAC, INC., )  
a Kansas Corporation, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ALLIED MOBILE POWER WASH )  
OF TULSA, INC., an Oklahoma )  
corporation, et al., )  
 )  
Defendants. )

No. 76-C-10 -B

FILED

FEB 17 1977

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

DISMISSAL WITH PREJUDICE

Upon motion of the plaintiff, and agreement of the parties, it is ordered that the above-entitled cause *of action and complaint* be dismissed with prejudice, in all respects. The parties shall pay their own costs and attorney fees incurred in this action.

DATED: Feb 17, 1977.

Allen E. Barrow  
United States District Judge

APPROVED:

Power Vac, Inc., Plaintiff

By Charles W. Walker  
Charles W. Walker, President

Charles A. Codding  
Charles A. Codding  
Dunlap, Codding & McCarthy  
510 Fidelity Plaza  
Oklahoma City, Oklahoma 73102  
405/239-7061

ATTORNEY FOR PLAINTIFF

APPROVED:

Ted R. Fisher  
Ted R. Fisher  
200 Law Building  
500 West 7th Street  
Tulsa, Oklahoma 74119

ATTORNEY FOR DEFENDANTS

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

Bunge Corporation, a )  
New York Corporation, )  
 )  
Plaintiff, )  
vs. )  
 )  
Harley Taylor, )  
 )  
Defendant. )

NO. 75-C-360

**FILED**

FEB 17 1977

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

J U D G M E N T

NOW on this 17<sup>th</sup> day of February, 1977, this cause comes on for ~~hearing~~ *consideration*; plaintiff appearing by and through its attorney of record, James W. Thompson of Thompson and Thompson, First National Bank Building, Miami, Oklahoma, defendant appearing by and through his attorney of record, Ronald B. Stockwell of Garrette, Stockwell & Miller, First National Bank Building, Miami, Oklahoma, upon the proposed Journal Entry of Judgment in favor of the plaintiff heretofore agreed upon by and between the parties hereto as is hereinafter set out.

The Court finds that this action was duly commenced on or about the 8th day of August, 1975, and the defendant herein having appeared and filed his answer herein after personal service of summons upon him and that the plaintiff being a foreign corporation incorporated under the laws of the State of New York with its principal place of business in the State of New York and the defendant, Harley Taylor, having been at all times pertinent to this action, a resident of the State of Oklahoma, and the amount in controversy exceeding the amount of \$10,000.00, exclusive of interest and costs, the Court has jurisdiction over this action and of these parties and that said agreed judgment should be rendered in favor of plaintiff and entered of record as of this date.

The Court further finds that the agreement by and between the parties hereto and their attorneys of record herein, as a judgment in this cause, be rendered in favor of the plaintiff and that it have and recover as and against the defendant herein, the sum of \$3,000.00 as its total damages in this matter; the defendant to pay \$500.00 hereof on or before the 17th day of April, 1977 and the remaining balance of \$2,500.00 to be paid on or before the 17th day of October, 1977, and that all costs that have accrued to this date shall be paid by the plaintiff and any other costs which shall accrue in the future, shall be borne by the defendant, which said future costs shall include any court costs and reasonable attorney fees which might accrue as a result of non payment of this agreed judgment by the defendant as hereinbefore set forth.

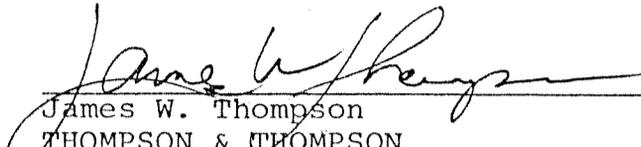
IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that judgment in this cause of action be rendered in favor of the plaintiff as and against the defendant herein in the sum of \$3,000.00 as and for its total damages in this matter.

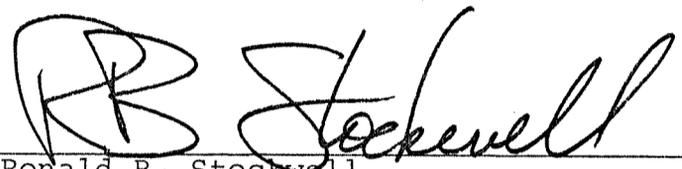
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant shall pay \$500.00 of said judgment on or before the 17th day of April, 1977, and the remaining balance of \$2,500.00 shall be paid by the defendant unto the plaintiff, on or before the 17th day of October, 1977.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all costs which have accrued to this date shall be paid by the plaintiff and any other costs which shall accrue in the future, shall be borne by the defendant; said future costs shall include any court costs and reasonable attorney fees which might accrue as a result of non-payment of this judgment by the defendant as hereinbefore set forth.

  
United States District Judge

APPROVED:

  
James W. Thompson  
THOMPSON & THOMPSON  
Attorneys at Law  
509 First National Bank Bldg.  
Miami, Oklahoma 74354  
Attorney for Plaintiff

  
Ronald B. Stockwell  
GARRETTE, STOCKWELL & MILLER  
Attorneys at Law  
600 First National Bank Bldg.  
Post Office Box 1245  
Miami, Oklahoma 74354  
Attorney for Defendant

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

M-L ASSOCIATES, LTD., a )  
Limited Partnership, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
C.I.T. CORPORATION, a New )  
York Corporation, )  
 )  
Defendant. )

No. 74-C-165-C

FILED

FEB 16 1977

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

ORDER SUSTAINING MOTION FOR PARTIAL  
SUMMARY JUDGMENT OF DEFENDANT  
C.I.T. CORPORATION

On the 3rd day of February, 1977, there came on for hearing before the Court pursuant to regular setting the Motion For Partial Summary Judgment of the Defendant C.I.T. Corporation, the Plaintiff being present by its attorneys J. C. Joyce and William C. Kellough and the Defendant being present by its attorneys Doerner, Stuart, Saunders, Daniel & Langenkamp, and the Court having reviewed the Motion, Briefs, Exhibits and Affidavits submitted by the parties and being fully advised in the premises, finds that the Motion should be sustained.

IT IS THEREFORE ORDERED that the Motion For Partial Summary Judgment of Defendant C.I.T. Corporation be and is sustained.

DATED this 16<sup>th</sup> day of February, 1977.

H. Dale Cook

H. DALE COOK  
UNITED STATES DISTRICT JUDGE

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

ZELDA LUDMAN, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 ALLEN B. SALIKOF; and )  
 BACHE HALSEY STUART, INC., )  
 )  
 Defendants. )

NO. 76-C-142-C

FILED

FEB 15 1977

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

STIPULATION AND ORDER OF DISMISSAL

The plaintiff, Zelda Ludman, and the defendant, Allen B. Salikof, state that they have settled the claims against the defendant and that they stipulate that the claim against Allen B. Salikof may be dismissed with prejudice.

ROSENSTEIN, FIST & RINGOLD

BY Donald R. Bradford  
Donald R. Bradford  
Attorneys for Plaintiff

Zelda Ludman  
CHAPEL, WILKINSON, RIGGS & ABNEY

BY Benjamin P. Abney  
Benjamin P. Abney  
Attorneys for Defendant,  
Allen B. Salikof

Upon the stipulation between Zelda Ludman and Allen B. Salikof, IT IS ORDERED that the action against Allen B. Salikof be dismissed with prejudice with each party bearing his own costs.

ORDERED this 15<sup>th</sup> day of February, 1977.

W. J. Salikof  
U. S. DISTRICT JUDGE

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

PAUL L. KIMBROUGH and )  
PEGGY M. KIMBROUGH, )  
 )  
Plaintiffs, )

vs. )

MIDWAY SHEET METAL, INC., )  
A Foreign Corporation, )  
d/b/a NEO AIR-CONDITIONING )  
AND ELECTRIC COMPANY, and )  
LENNOX INDUSTRIES, INC., )

Defendants. )

NO. 76-C-272-C

FILED  
FEB 15 1977 hm  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

ORDER OF DISMISSAL

Upon the application of the plaintiffs and for good cause shown, this cause of action and Complaint is dismissed with prejudice.

Entered this 15<sup>th</sup> day of February, 1977.

W. Salebook  
UNITED STATES DISTRICT JUDGE

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

ST. PAUL LEASING CO.,  
a corporation,  
  
Plaintiff,

vs.

JACK SPRADLING and  
YVONNE SPRADLING,  
  
Defendants.

No. 76-C-526-B

FILED

FEB 15 1977

JUDGMENT BY DEFAULT UPON  
APPLICATION TO COURT

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

NOW on this 1st day of February, 1977, comes on for hearing plain-  
tiff's Application for Entry of Default Judgment. Plaintiff appeared by its  
attorneys Ungerman, Grabel & Ungerman by Allen Klein but defendants appeared  
neither in person nor by counsel.

The Court found that the Complaint in this action was filed on  
October 20, 1976, and service obtained on the defendants on the same day. The  
time for defendants to plead or answer has expired and defendants totally have  
failed, refused and neglected to plead or answer. Plaintiff filed its Applica-  
tion for Judgment by Default on December 29, 1976.

The Court having heard testimony finds that the plaintiff is entitled  
to recover damages from the defendant as prayed for in plaintiff's Complaint.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that the Plaintiff,  
St. Paul Leasing Co., a corporation shall have and recover of the defendants,  
Jack Spradling and Yvonne Spradling, a Judgment in the sum of \$19,154.79, with  
interest thereon at the rate of 6% per annum from the 1st day of February, 1977,  
until paid together with an attorneys fee in the sum of \$5,000.00 and the costs  
of this action to be taxed by the clerk of this Court.

  
Allen E. Barrow  
United States District Judge

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

IN RE: )  
)  
RALPH CHRISTY ROBINSON, JR., )  
)  
Bankrupt, )  
)  
PAINTERS SUPPLY OF OKLAHOMA, )  
INC., a Corporation, )  
)  
Plaintiff, )  
)  
vs. )  
)  
RALPH CHRISTY ROBINSON, JR., )  
a/k/a CHRIS ROBINSON, )  
)  
Defendant. )

No. 75-B-474 (75-C-516)

**FILED**  
FEB 14 1977  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

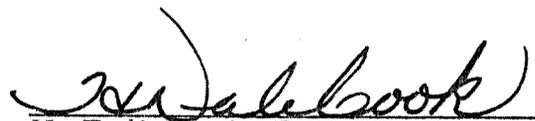
JUDGMENT

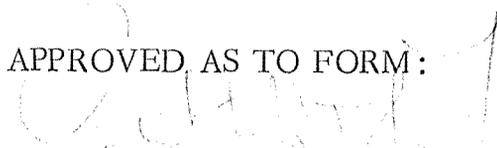
Now on this 14<sup>th</sup> day of February, 1977, the above styled matter coming on before me pursuant to the mandate of the Tenth Circuit Court of Appeals, and the Court being fully advised in the premises, does find as follows:

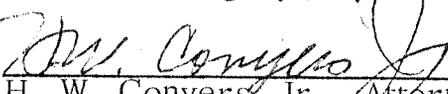
That the Order of this Court affirming findings of fact and conclusions of law and judgment for the defendant entered herein on the 18th day of November 1975, is hereby reversed; and further that judgment is rendered for the plaintiff in the amount of \$3,453.57 plus interest; and court costs. That the reversal in this matter is a result of the stipulation of the parties and by virtue of the decision in the case of In Re: Romero, 535 F.2d 618 (Tenth Circuit 1976).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the judgment for the defendant heretofore entered on the 18th day of November, 1975, is hereby reversed and judgment is hereby entered for the plaintiff in the amount of \$3,453.57 plus interest; and court costs.

APPROVED AS TO FORM:

  
H. Dale Cook, District Judge

  
Paul F. McTigue, Jr., Attorney for Plaintiff

  
H. W. Conyers, Jr., Attorney for Defendant

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

Case No. 76-C-412-C  
of the Court and filed their report on the 14th day of February,

**INDEPENDENT SCHOOL DISTRICT NO. 25,**  
**OSAGE COUNTY, OKLAHOMA,** Plaintiff,

vs.  
**HAROLD WEST, SR.,**  
**CELESTIA MAE WEST,**  
**NEZZIE HORN,**  
**BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY,**  
**SECRETARY OF THE INTERIOR OF THE UNITED STATES and the UNITED STATES OF AMERICA,** Defendants.

1.9 acres of land described as all that part of the SE/4 of the SW/4 of Section 6, Township 24 North, Range 6 East, lying east of Highway No. 18 in Osage County, Oklahoma, HAROLD WEST, SR., a restricted Osage Indian, CELESTIA MAE WEST, a restricted Osage Indian, NEZZIE HORN, County Treasurer of Osage County, BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY, the SECRETARY OF THE INTERIOR OF THE UNITED STATES and the UNITED STATES OF AMERICA,

**FILED**

FEB 14 1977

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

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the

Court that AGREED JOURNAL ENTRY CELESTIA MAE WEST,

do have and receive judgment of and from the Plaintiff in  
Now, on this 14th day of February, 1977, this  
The total sum of Three thousand two hundred and 00/100  
matter comes on for trial, the Plaintiff appearing by its attor-  
dollars (\$3,200.00). It is further ordered by the Court that  
neys, HESKETT, HESKETT & ROBERTSON, and the Defendants, HAROLD  
since the Plaintiff has previously deposited with the Clerk of  
WEST, SR., and CELESTIA MAE WEST, appearing by their attorneys,  
the Court the sum of Three thousand and 00/100 dollars (\$3,000.00)  
SHEARS & SHEARS, and the Defendants, NEZZIE HORN, County Treasurer  
of Osage County, and BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY,  
appearing by their attorney, WILLIAM HALL, District Attorney of  
Osage County, Oklahoma, and the Defendants, the SECRETARY OF THE  
Interior of the United States of America and the UNITED STATES OF  
America, appearing by their attorney, HUBERT A. MARLOW, Assistant  
U. S. Attorney. All parties, in open Court, waive trial by jury  
and agree that the issues may be tried by the Court. Whereupon,  
the Court examined the files and pleadings and heard, in open

Court, the statements of counsel and finds as follows:

That the Plaintiff's approximate fee schedule, excepting all

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

OKC CORP., )  
 )  
 ) Plaintiff, )  
 )  
 ) vs. ) No. 75-C-523-C  
 )  
 ) THE AETNA CASUALTY & SURETY )  
 ) COMPANY and SOUTH PRAIRIE )  
 ) CONSTRUCTION COMPANY, )  
 )  
 ) Defendants, )  
 )  
 ) vs. )  
 )  
 ) OKC REFINING, INC. and )  
 ) OKC TRADING COMPANY, )  
 )  
 ) Additional Party )  
 ) Defendants to )  
 ) Counterclaim. )

FILED  
FEB 14 1977  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

JUDGMENT

This action came on for trial before the Court, Honorable H. Dale Cook, Judge, presiding, and the issues having been duly tried and a decision having been duly rendered.

IT IS ORDERED AND ADJUDGED that the Plaintiff, OKC Corp., recover of the Defendants, The Aetna Casualty & Surety Company, and South Prairie Construction Company, the sum of \$266,257.14, together with interest at the rate of six percent (6%) per annum from the date each invoice became past due, together with interest at the rate of ten percent (10%) per annum from the date of judgment until paid, costs of the action and reasonable attorney's fees.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant, South Prairie Construction Company, take nothing on its counterclaim against the plaintiff, OKC Corp. and the additional party defendants, OKC Refining, Inc. and OKC Trading Company, that said counterclaim be dismissed on the merits and that the Plaintiff and additional party defendants recover of the Defendant cost of the action and reasonable attorney's fees.

Dated this 14<sup>th</sup> day of February, 1977.

J.S.H. Dale Cook  
United States District Judge

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

STATE FARM MUTUAL AUTOMOBILE )  
INSURANCE COMPANY, )  
a corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
TERRY LEE ARNOLD, HELEN )  
BRUMLEY and VIRGIL ARNOLD, )  
 )  
Defendants. )

No. 75-C-474-C

FILED  
IN OPEN COURT

FEB 14 1977

ORDER

JACK C. SILVER, CLERK  
U. S. DISTRICT COURT

NOW ON this 14th day of February, 1977, upon the ~~written~~ <sup>written</sup> Joint Stipulation of the parties for Dismissal Without Prejudice the Court finds that said Complaint should be dismissed pursuant to said Joint Stipulation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the Complaint of STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY filed herein against Defendants TERRY LEE ARNOLD, HELEN BRUMLEY and VIRGIL ARNOLD be and the same is hereby dismissed with-  
<sup>ADc</sup> ~~out~~ prejudice to any future action.

ENTERED this 14<sup>th</sup> day of February, 1977.

1st/14-Dale Cook  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

Thomas L. Palmer  
THOMAS L. PALMER, Attorney for  
Plaintiff

1st/Jack B. Sellers  
JACK B. SELLERS, Attorney for  
Defendants TERRY LEE ARNOLD  
and VIRGIL ARNOLD

1st/Wesley R. Thompson  
WES THOMPSON, Attorney for  
Defendant HELEN BRUMLEY

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

ELLEN DIMPLE PATTISON,

PLAINTIFF,

-vs-

DAVID MATTHEWS, Secretary of the  
Department of Health, Education  
and Welfare,

Defendant.

FILED

FEB 14 1977

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

No. 76 C 206 C

ORDER FOR REMAND

The Petition for Ellen Dimple Pattison for remand of the above-entitled proceeding to the Department of Health, Education and Welfare, having been argued, submitted and fully considered on this 14<sup>th</sup> day of February, 1977, and there being no objections to this Petition by, Robert Santee, the attorney for the defendant:

IT IS HEREBY ORDERED that the above-entitled case be remanded to the Department of Health, Education and Welfare for further proceedings.

W. H. Dale Cook  
JUDGE OF THE DISTRICT COURT

CERTIFICATE OF MAILING

I hereby certify that on this \_\_\_\_\_ day of February, 1977, a true and correct copy of the above and foregoing Order was mailed to the U. S. Attorney, Northern District of Oklahoma, 400 Page Belcher Federal Bldg., Tulsa, Okla. 74103, to the attention of Robert P. Santee, Asst. U.S. Attorney.

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

FLORENCE TAYLOR,

Plaintiff,

vs.

SUSIE WALTERS and  
BILLY JOE CUENCA,

Defendants.

NO. 76-C-459-C

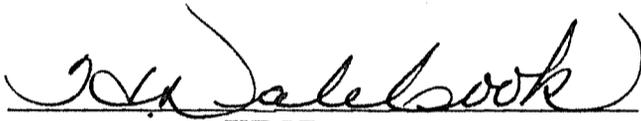
FILED  
FEB 14 1977

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

ORDER ALLOWING JOINT DISMISSAL WITH PREJUDICE

NOW on this 14<sup>th</sup> day of February, 1977, this matter coming on for hearing pursuant to the joint application for order of dismissal with prejudice filed herein by attorneys for the plaintiff and defendants, and the court being fully advised in the premises, finds, and,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above entitled action is hereby dismissed with prejudice as to any party to the aforementioned cause.

  
JUDGE

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

GRACE HAYNIE, )  
)  
Plaintiff, )  
)  
vs. ) NO. 76-C-394-C  
)  
SUSIE WALTERS and )  
BILLY JOE CUENCA, )  
)  
Defendants. )

**FILED**  
FEB 14 1977  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

ORDER ALLOWING JOINT DISMISSAL WITH  
PREJUDICE

NOW on this 14<sup>th</sup> day of February, 1977, this matter comes on for hearing pursuant to the joint application for order of dismissal with prejudice filed herein by attorneys for the plaintiff and defendants, and the court being fully advised in the premises, finds, and,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above entitled action is hereby dismissed with prejudice as to any party to the aforementioned cause.

  
JUDGE

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

JOHN P. ABEL )  
 )  
 Plaintiff )  
 )  
 vs. )  
 )  
 LARRY ROSS RENO )  
 )  
 Defendant )

NO. 75-C-2416 ✓ FILED

FEB 14 1977 K

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

STIPULATION OF DISMISSAL WITH PREJUDICE

Comes now the plaintiff, through his attorney, Robert G. Brown, and the defendant, through his attorney, Joseph F. Glass, and stipulate that the above captioned cause of action be dismissed with prejudice to filing a future action herein.

*Robert G. Brown*  
\_\_\_\_\_  
Attorney for Plaintiff  
*Joseph F. Glass*  
\_\_\_\_\_  
Attorney for Defendant  
FILED  
FEB 15 1977

ORDER

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

And now on this 15<sup>th</sup> day of February, 1977, there came on for consideration before the undersigned Judge of the United States District Court for the Northern District of Oklahoma, stipulation of the parties hereto of dismissal, parties hereto having advised the court that all disputes between the parties have been settled.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above styled cause <sup>the action & complaint are</sup> be and the same ~~is~~ hereby dismissed with prejudice to the right of the plaintiff to bring any future action arising from said cause of action.

*Allen E. Pearson*  
\_\_\_\_\_  
Judge

WS

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

BILLY BOB REED,

Plaintiff,

vs.

IMPERIAL GROUP, LTD., a  
foreign corporation, et al.,

Defendants.

FILED

FEB 10 1977 K

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

No. 75-C-87 B ✓

ORDER APPROVING SETTLEMENT AND  
DISMISSING CAUSE OF ACTION AND COMPLAINT

Now on this 10 day of February, 1977, plaintiff and defendant having announced to the Court that the above styled case is to be settled by payment of the sum of \$2,200.00 to the plaintiff by the defendant in full settlement of all claims by plaintiff against the defendant and out of said sums attorney's fees are hereby awarded to the plaintiff's attorney in the amount of \$400.00, and the Court having been advised of the premises hereby approves said settlement and attorney's fees and the cause of action and complaint are hereby dismissed *with prejudice*

*Allen E. Barrow*

ALLEN E. BARROW,  
U. S. District Judge

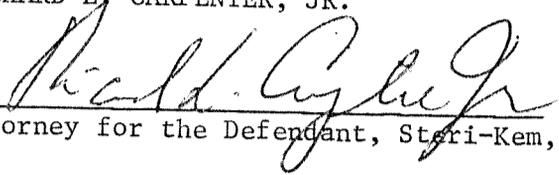
Approved:

*W. C. Walker*  
Attorney for Plaintiff

*David W. Phillips*  
Attorney for Defendant



RICHARD L. CARPENTER, JR.

  
Attorney for the Defendant, Steri-Kem, Inc.

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

FILED  
IN OPEN COURT

FEB 10 1977

UNITED INSULATION COMPANY, )  
an Oklahoma corporation )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
SPRAYON RESEARCH CORPORATION, )  
a New Jersey corporation; and )  
UNITED STATES GYPSUM COMPANY, )  
a foreign corporation, and )  
MONOTHERM INSULATION SYSTEMS, )  
INC., a foreign corporation )  
 )  
Defendants. )

Jack C. Silver  
Clerk, U. S. District Court

No. 74-C-469

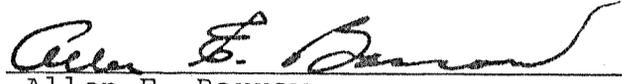
ORDER

This matter comes on for consideration this 10th day of February, 1977, pursuant to Joint Stipulation and Motion filed by the Plaintiff, United Insulation Company, and the co-Defendant, United States Gypsum Company, pursuant to notice duly given to all parties in this cause. Having heard the arguments of counsel and being advised in the premises, the court finds that the captioned action should be dismissed as to the co-Defendant, United States Gypsum Company, with prejudice, and without prejudice to the Plaintiff's right to pursue its claim against the other Defendants. The court further finds that this case is at issue and that no party hereto should be permitted to file any counterclaims or cross-claims or any third-party complaints or any amendments to any pleading on file herein, all as provided for in Rules 13, 14 and 15 of the Federal Rules of Civil Procedure.

It is, therefore, ORDERED that this cause be, and the same hereby is, dismissed as to United States Gypsum Company, with prejudice, said dismissal to be without prejudice to the rights of the Plaintiff to pursue its claims against other defendants.

It is further ORDERED that all parties herein are hereby barred from filing any counterclaim or cross-claim or any third-

party complaint or any amendment to any pleading on file herein,  
or any supplemental pleading, all as provided for in Rules 13, 14  
and 15 of the Rules of Civil Procedure.

  
Allen E. Barrow  
Chief United States District Judge

Approved as to Form

Allen B. King  
Sprayon Research  
Hans Fosger

United States Gypsum Co.

Scott L. Hawkins Norwathum

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

FEB 10 1977

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

United States of America, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
0.07 Acre of Land, More or )  
Less, Situate in Osage County, )  
State of Oklahoma, and Unknown )  
Owners, )  
 )  
Defendants. )

CIVIL ACTION NO. 77-C-55-B

Tracts Nos. 109C and  
111C

FINAL JUDGMENT

This matter comes on for disposition of the Plaintiff's Motion for Order For Delivery of Possession and Motion for Order Regarding Certain Graves Located on Subject Land. Having reviewed the Complaint and the motions filed in this matter and having been advised by counsel for Plaintiff, the Court finds:

Findings of Fact

1. By direct purchase from the owners of record, and before the filing of this action, the Plaintiff had acquired title to the surface rights in two tracts of rural land, which were particularly described in deeds executed by the former owners, and designated therein as Tracts 109 and 111 in the Birch Lake Project. The description of these two tracts, set forth in the deeds, completely encompassed and included the two tracts which are described in the Complaint filed in this case, designated therein as Tracts 109C and 111C, and reportedly containing four gravesites.

2. Also, before the filing of the subject action, Plaintiff had acquired, by condemnation, a subordination of all oil, gas, coal or other minerals under the subject tracts.

3. The deeds to the surface, executed by the former owners of Tracts 109 and 111, did not contain any reservation or exception of the areas described in this action as Tracts 109C and 111C or of any other gravesites.

4. Plaintiff's examination of the land records of Osage County, State of Oklahoma, did not disclose any recorded instrument granting to any person other than the persons who deeded subject land to Plaintiff, the right of burial, or any other rights appurtenant to gravesites on Tracts Nos. 109C and 111C. Further, such examination did not reveal any record of any establishment of a cemetery on such tracts pursuant to the laws of the State of Oklahoma.

5. Plaintiff has not found any tangible, material evidence, that there are any gravesites located on the two subject tracts. At the present Plaintiff has merely the unsupported opinion of some unidentified person that the two tracts may contain four graves.

6. Plaintiff has made a diligent effort to obtain information concerning this matter, but to date has found no person who claims to be or is reported to be next of kin or relative of any deceased person buried in the purported gravesites. Further, Plaintiff has not found any other person who makes any claim to the surface rights in the subject tracts adverse to Plaintiff's rights and has not found any person who objects to the disinterment and reinterment of any last remains which may be found in the purported gravesites.

7. The Oklahoma State Department of Health has approved the Plaintiff's grave relocation plan and has issued a permit to Plaintiff to disinter, remove and reinter any remains of any deceased persons who may now be buried in any graves located in the area which will be covered by the waters of Birch Lake.

8. The Osage County Superintendent of Health has authorized the Plaintiff to disinter remains found in graves located in the Birch Lake area and to reinter them in the Ethel Reece Cemetery at Barnsdall, Oklahoma.

9. The City of Barnsdall has agreed to provide four grave spaces in the Ethel Reece Cemetery, for reinterment of remains discovered in the Birch Lake area, and to maintain such spaces in accord with maintenance practices currently employed in the said cemetery.

### Conclusions of Law

Based upon the facts of this case the Court reaches the following legal conclusions:

1. As to Motion for Order for Delivery of Possession.

At the time of filing this action the Plaintiff was the owner of record of all interests in the subject tracts of land, except whatever residual interests in the oil, gas, coal or other minerals were left after subordination thereof, and such residual mineral interest is specifically excepted from the estate sought to be taken by this action. There is no indication that any person other than the Plaintiff is in actual possession of the subject tracts of land or that any person denies the Plaintiff's right to their possession. By virtue of its ownership of these tracts and the lack of any adverse claims by other persons, the Plaintiff is deemed to have constructive possession of them. Therefore, an order granting Plaintiff possession of subject tracts is not necessary.

Furthermore, for reasons shown in paragraph numbered 3 below, the Court is convinced that the estate which Plaintiff seeks to condemn in this action does not exist. The Court obviously cannot grant Plaintiff possession of non-existent property.

Therefore, Plaintiff's Motion for Order for Delivery of Possession, filed in this action, should be denied.

2. As to Motion for Order Regarding Certain Graves.

The act of approval of Plaintiff's written grave relocation plan and the act of issuing of a permit to disinter, remove and reinter the remains of any deceased persons who may be buried in purported graves located on subject tracts, were made by the officials who are authorized by the laws of the State of Oklahoma to perform such acts. Thus the prayer of Plaintiff's Motion For Order Regarding Certain Graves Located on Subject Land already had been granted by the appropriate State officials before this action was filed. An Order by this Court granting the exact same relief would, to say the least, be superfluous. The said Motion, therefore, should be denied.

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

No. 76-C-412-C

INDEPENDENT SCHOOL DISTRICT NO. 25,  
OSAGE COUNTY, OKLAHOMA, Plaintiff,

vs.

1.9 acres of land described as all that part of the SE/4 of the SW/4 of Section 6, Township 24 North, Range 6 East, lying east of Highway No. 18 in Osage County, Oklahoma, HAROLD WEST, SR., a restricted Osage Indian, CELESTIA MAE WEST, a restricted Osage Indian, NEZZIE HORN, County Treasurer of Osage County, BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY, the SECRETARY OF THE INTERIOR OF THE UNITED STATES and the UNITED STATES OF AMERICA,

Defendants.

FILED

FEB 14 1977

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

AGREED JOURNAL ENTRY

Now, on this 14<sup>th</sup> day of February, 1977, this matter comes on for trial, the Plaintiff appearing by its attorneys, HESKETT, HESKETT & ROBERTSON, and the Defendants, HAROLD WEST, SR., and CELESTIA MAE WEST, appearing by their attorneys, SHEARS & SHEARS, and the Defendants, NEZZIE HORN, County Treasurer of Osage County, and BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY, appearing by their attorney, WILLIAM HALL, District Attorney of Osage County, Oklahoma, and the Defendants, the SECRETARY OF THE INTERIOR OF THE UNITED STATES OF AMERICA and the UNITED STATES OF AMERICA, appearing by their attorney, HUBERT A. MARLOW, Assistant U. S. Attorney. All parties, in open Court, waive trial by jury and agree that the issues may be tried by the Court. Whereupon, the Court examined the files and pleadings and heard, in open Court, the statements of counsel and finds as follows:

That this is a condemnation proceeding instituted by the Plaintiff; that commissioners were duly and regularly appointed by the Court and filed their report on the 13th day of September, 1976; that the sole issue to be determined in this case is the amount of compensation that the Defendants, HAROLD WEST, SR., and CELESTIA MAE WEST, should receive because of plaintiff's appropriation of the land hereinafter described. The Court finds that the said Defendants, HAROLD WEST, SR., and CELESTIA MAE WEST, should recover from the Plaintiff the sum of Three Thousand Two Hundred Fifty and No/100 Dollars (\$3,250.00), which would cover the damages due them, as well as full compensation for the land taken.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Defendants, HAROLD WEST, SR., and CELESTIA WEST, do have and recover the judgment of and from the Plaintiff in the total sum of Three Thousand Two Hundred Fifty and No/100 Dollars (\$3,250.00). It is further ordered by the Court that since the Plaintiff has heretofore deposited with the Clerk of the Court the sum of Three Thousand and No/100 Dollars (\$3,000.00) for the credit of the Defendants, HAROLD WEST, SR., and CELESTIA MAE WEST, the Defendants, HAROLD WEST, SR., and CELESTIA MAE WEST, shall have judgment of and from the Plaintiff in the sum of Two Hundred Fifty and No/100 Dollars (\$250.00), which the Plaintiff is ordered to pay through the Clerk of this Court and upon receipt the Clerk of this Court is directed to pay to said Defendants, HAROLD WEST, SR., and CELESTIA MAE WEST, through their attorneys, SHEARS & SHEARS, P. O. Box 2085, Ponca City, Oklahoma 74601.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff's appropriation in fee simple, excepting all

minerals which have heretofore been reserved by Act of Congress unto the Osage Tribe of Indians, of the following described real property, to wit:

All that part of the SE/4 of the SW/4 of Section 6, Township 24 North, Range 6 East, lying east of Highway No. 18 in Osage County, Oklahoma, consisting of 1.9 acres of land, more or less,

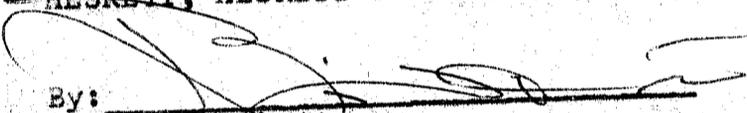
be deemed complete and final and that the appropriation by the Plaintiff in the condemnation proceeding is approved and confirmed.

(Signed) H. Dale Cook

H. DALE COOK  
United States District Judge

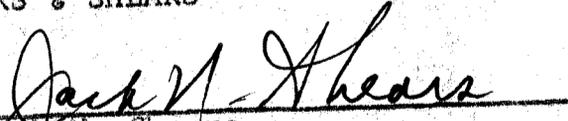
APPROVED:

Attorneys for Plaintiff,  
INDEPENDENT SCHOOL DISTRICT  
NO. 25, OSAGE COUNTY, OKLAHOMA,  
HESKETT, HESKETT & ROBERTSON

By: 

Bill Heskett  
P. O. Box 447  
Pawhuska, Oklahoma 74056

Attorneys for the Defendants  
HAROLD WEST, SR., and CELESTIA MAE  
WEST,  
SHEARS & SHEARS

By: 

Jack N. Shears  
P. O. Box 2085  
Tonca City, Oklahoma 74601

Attorney for the Defendants,  
NEZZIE HORN, County Treasurer  
of Osage County, and BOARD OF  
COUNTY COMMISSIONERS OF OSAGE  
COUNTY,

By: William Hall, District Attorney  
of Osage County, Oklahoma  
County Courthouse  
Pawhuska, Oklahoma 74056

Attorney for the Defendants,  
the SECRETARY OF THE INTERIOR  
OF THE UNITED STATE OF AMERICA  
and the UNITED STATES OF AMERICA,

By: Hubert A. Marlow, Assistant  
U. S. Attorney  
460 U. S. Courthouse  
Tulsa, Oklahoma 74103

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

OKC CORP., )  
 )  
 ) Plaintiff, )  
 )  
 ) vs. ) No. 75-C-523-C  
 )  
 ) THE AETNA CASUALTY & SURETY )  
 ) COMPANY and SOUTH PRAIRIE )  
 ) CONSTRUCTION COMPANY, )  
 )  
 ) Defendants, )  
 )  
 ) vs. )  
 )  
 ) OKC REFINING, INC. and )  
 ) OKC TRADING COMPANY, )  
 )  
 ) Additional Party )  
 ) Defendants to )  
 ) Counterclaim. )

FILED  
FEB 14 1977  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

JUDGMENT

This action came on for trial before the Court, Honorable H. Dale Cook, Judge, presiding, and the issues having been duly tried and a decision having been duly rendered.

IT IS ORDERED AND ADJUDGED that the Plaintiff, OKC Corp., recover of the Defendants, The Aetna Casualty & Surety Company, and South Prairie Construction Company, the sum of \$266,257.14, together with interest at the rate of six percent (6%) per annum from the date each invoice became past due, together with interest at the rate of ten percent (10%) per annum from the date of judgment until paid, costs of the action and reasonable attorney's fees.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant, South Prairie Construction Company, take nothing on its counterclaim against the plaintiff, OKC Corp. and the additional party defendants, OKC Refining, Inc. and OKC Trading Company, that said counterclaim be dismissed on the merits and that the Plaintiff and additional party defendants recover of the Defendant cost of the action and reasonable attorney's fees.

Dated this 14<sup>th</sup> day of February, 1977.

J.S.H. Dale Cook  
United States District Judge

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

STATE FARM MUTUAL AUTOMOBILE )  
INSURANCE COMPANY, )  
a corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
TERRY LEE ARNOLD, HELEN )  
BRUMLEY and VIRGIL ARNOLD, )  
 )  
Defendants. )

No. 75-C-474-C

FILED  
IN OPEN COURT

FEB 14 1977

O R D E R

JACK C. SILVER, CLERK  
U. S. DISTRICT COURT

NOW ON this 14th day of February, 1977, upon the ~~Joint~~ Joint Stipulation of the parties for Dismissal Without Prejudice the Court finds that said Complaint should be dismissed pursuant to said Joint Stipulation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the Complaint of STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY filed herein against Defendants TERRY LEE ARNOLD, HELEN BRUMLEY and VIRGIL ARNOLD be and the same is hereby dismissed with-  
~~out~~ <sup>ADc</sup> prejudice to any future action.

ENTERED this 14<sup>th</sup> day of February, 1977.

15/14-Dale Cook  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

Thomas L. Palmer  
THOMAS L. PALMER, Attorney for  
Plaintiff

Jack B. Sellers  
JACK B. SELLERS, Attorney for  
Defendants TERRY LEE ARNOLD  
and VIRGIL ARNOLD

Wesley R. Thompson  
WES THOMPSON, Attorney for  
Defendant HELEN BRUMLEY

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

ELLEN DIMPLE PATTISON,

PLAINTIFF,

-vs-

DAVID MATTHEWS, Secretary of the  
Department of Health, Education  
and Welfare,

Defendant.

No. 76 C 206 C

FILED

FEB 14 1977

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

ORDER FOR REMAND

The Petition for Ellen Dimple Pattison for remand of the above-entitled proceeding to the Department of Health, Education and Welfare, having been argued, submitted and fully considered on this 14<sup>th</sup> day of February, 1977, and there being no objections to this Petition by, Robert Santee, the attorney for the defendant:

IT IS HEREBY ORDERED that the above-entitled case be remanded to the Department of Health, Education and Welfare for further proceedings.

W. H. Dale Cook  
JUDGE OF THE DISTRICT COURT

CERTIFICATE OF MAILING

I hereby certify that on this \_\_\_\_\_ day of February, 1977, a true and correct copy of the above and foregoing Order was mailed to the U. S. Attorney, Northern District of Oklahoma, 400 Page Belcher Federal Bldg., Tulsa, Okla. 74103, to the attention of Robert P. Santee, Asst. U.S. Attorney.

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

FLORENCE TAYLOR,  
Plaintiff,

vs.

SUSIE WALTERS and  
BILLY JOE CUENCA,  
Defendants.

NO. 76-C-459-C

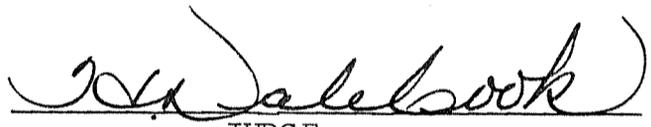
FILED  
FEB 14 1977

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

ORDER ALLOWING JOINT DISMISSAL WITH PREJUDICE

NOW on this 14<sup>th</sup> day of February, 1977, this matter coming on for hearing pursuant to the joint application for order of dismissal with prejudice filed herein by attorneys for the plaintiff and defendants, and the court being fully advised in the premises, finds, and,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above entitled action is hereby dismissed with prejudice as to any party to the aforementioned cause.

  
JUDGE

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

GRACE HAYNIE, )  
 )  
 Plaintiff, )  
 )  
 vs. ) NO. 76-C-394-C  
 )  
 SUSIE WALTERS and )  
 BILLY JOE CUENCA, )  
 )  
 Defendants. )

**FILED**  
FEB 14 1977  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

ORDER ALLOWING JOINT DISMISSAL WITH  
PREJUDICE

NOW on this 14<sup>th</sup> day of February, 1977, this matter comes on for hearing pursuant to the joint application for order of dismissal with prejudice filed herein by attorneys for the plaintiff and defendants, and the court being fully advised in the premises, finds, and,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above entitled action is hereby dismissed with prejudice as to any party to the aforementioned cause.

  
JUDGE

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

JOHN P. ABEL )  
 )  
 Plaintiff )  
 )  
 vs. )  
 )  
 LARRY ROSS RENO )  
 )  
 Defendant )

NO. 75-C-2418 **FILED**

FEB 14 1977 *K*

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

STIPULATION OF DISMISSAL WITH  
PREJUDICE

Comes now the plaintiff, through his attorney, Robert G. Brown, and the defendant, through his attorney, Joseph F. Glass, and stipulate that the above captioned cause of action be dismissed with prejudice to filing a future action herein.

*Robert G. Brown*  
\_\_\_\_\_  
Attorney for Plaintiff

*Joseph F. Glass*  
\_\_\_\_\_  
Attorney for Defendant

FEB 15 1977

ORDER

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

And now on this 15<sup>th</sup> day of February, 1977, there came on for consideration before the undersigned Judge of the United States District Court for the Northern District of Oklahoma, stipulation of the parties hereto of dismissal, parties hereto having advised the court that all disputes between the parties have been settled.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above styled cause <sup>the action & complaint are</sup> be and the same ~~is~~ hereby dismissed with prejudice to the right of the plaintiff to bring any future action arising from said cause of action.

*Allen E. Barron*  
\_\_\_\_\_  
Judge

WS

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

BILLY BOB REED, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 )  
 IMPERIAL GROUP, LTD., a )  
 foreign corporation, et al., )  
 )  
 Defendants. )

FILED

FEB 10 1977 K

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

No. 75-C-87 B ✓

ORDER APPROVING SETTLEMENT AND  
DISMISSING CAUSE OF ACTION AND COMPLAINT

Now on this 10 day of February, 1977, plaintiff and defendant having announced to the Court that the above styled case is to be settled by payment of the sum of \$2,200.00 to the plaintiff by the defendant in full settlement of all claims by plaintiff against the defendant and out of said sums attorney's fees are hereby awarded to the plaintiff's attorney in the amount of \$400.00, and the Court having been advised of the premises hereby approves said settlement and attorney's fees and the cause of action and complaint are hereby dismissed. *with prejudice*

Allen E. Barrow  
ALLEN E. BARROW,  
U. S. District Judge

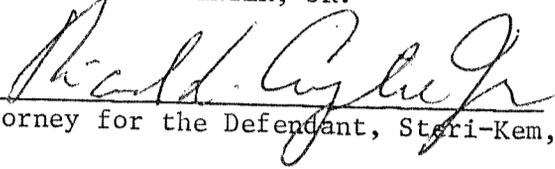
Approved:

W. C. ...  
Attorney for Plaintiff

David W. Phillips  
Attorney for Defendant



RICHARD L. CARPENTER, JR.

A handwritten signature in cursive script, appearing to read "Richard L. Carpenter, Jr.", written over a horizontal line.

Attorney for the Defendant, Steri-Kem, Inc.

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

FILED  
IN OPEN COURT

FEB 10 1977

UNITED INSULATION COMPANY, )  
an Oklahoma corporation )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
SPRAYON RESEARCH CORPORATION, )  
a New Jersey corporation; and )  
UNITED STATES GYPSUM COMPANY, )  
a foreign corporation, and )  
MONOTHERM INSULATION SYSTEMS, )  
INC., a foreign corporation )  
 )  
Defendants. )

Jack C. Silver  
Clerk, U. S. District Court

No. 74-C-469

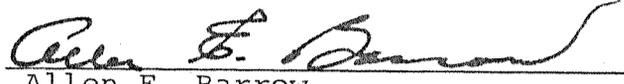
ORDER

This matter comes on for consideration this 10th day of February, 1977, pursuant to Joint Stipulation and Motion filed by the Plaintiff, United Insulation Company, and the co-Defendant, United States Gypsum Company, pursuant to notice duly given to all parties in this cause. Having heard the arguments of counsel and being advised in the premises, the court finds that the captioned action should be dismissed as to the co-Defendant, United States Gypsum Company, with prejudice, and without prejudice to the Plaintiff's right to pursue its claim against the other Defendants. The court further finds that this case is at issue and that no party hereto should be permitted to file any counterclaims or cross-claims or any third-party complaints or any amendments to any pleading on file herein, all as provided for in Rules 13, 14 and 15 of the Federal Rules of Civil Procedure.

It is, therefore, ORDERED that this cause be, and the same hereby is, dismissed as to United States Gypsum Company, with prejudice, said dismissal to be without prejudice to the rights of the Plaintiff to pursue its claims against other defendants.

It is further ORDERED that all parties herein are hereby barred from filing any counterclaim or cross-claim or any third-

party complaint or any amendment to any pleading on file herein,  
or any supplemental pleading, all as provided for in Rules 13, 14  
and 15 of the Rules of Civil Procedure.

  
Allen E. Barrow  
Chief United States District Judge

Approved as to Form

Carl B. Knight  
Sprayon Research

Hans Fosger

United States Gypsum Co.

Scott L. Knauer, Notary

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

FEB 10 1977

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

United States of America, )  
)  
Plaintiff, )  
)  
vs. )  
)  
0.07 Acre of Land, More or )  
Less, Situate in Osage County,) )  
State of Oklahoma, and Unknown) )  
Owners, )  
)  
Defendants. )

CIVIL ACTION NO. 77-C-55-B

Tracts Nos. 109C and  
111C

FINAL JUDGMENT

This matter comes on for disposition of the Plaintiff's Motion for Order For Delivery of Possession and Motion for Order Regarding Certain Graves Located on Subject Land. Having reviewed the Complaint and the motions filed in this matter and having been advised by counsel for Plaintiff, the Court finds:

Findings of Fact

1. By direct purchase from the owners of record, and before the filing of this action, the Plaintiff had acquired title to the surface rights in two tracts of rural land, which were particularly described in deeds executed by the former owners, and designated therein as Tracts 109 and 111 in the Birch Lake Project. The description of these two tracts, set forth in the deeds, completely encompassed and included the two tracts which are described in the Complaint filed in this case, designated therein as Tracts 109C and 111C, and reportedly containing four gravesites.

2. Also, before the filing of the subject action, Plaintiff had acquired, by condemnation, a subordination of all oil, gas, coal or other minerals under the subject tracts.

3. The deeds to the surface, executed by the former owners of Tracts 109 and 111, did not contain any reservation or exception of the areas described in this action as Tracts 109C and 111C or of any other gravesites.

4. Plaintiff's examination of the land records of Osage County, State of Oklahoma, did not disclose any recorded instrument granting to any person other than the persons who deeded subject land to Plaintiff, the right of burial, or any other rights appurtenant to gravesites on Tracts Nos. 109C and 111C. Further, such examination did not reveal any record of any establishment of a cemetery on such tracts pursuant to the laws of the State of Oklahoma.

5. Plaintiff has not found any tangible, material evidence, that there are any gravesites located on the two subject tracts. At the present Plaintiff has merely the unsupported opinion of some unidentified person that the two tracts may contain four graves.

6. Plaintiff has made a diligent effort to obtain information concerning this matter, but to date has found no person who claims to be or is reported to be next of kin or relative of any deceased person buried in the purported gravesites. Further, Plaintiff has not found any other person who makes any claim to the surface rights in the subject tracts adverse to Plaintiff's rights and has not found any person who objects to the disinterment and reinterment of any last remains which may be found in the purported gravesites.

7. The Oklahoma State Department of Health has approved the Plaintiff's grave relocation plan and has issued a permit to Plaintiff to disinter, remove and reinter any remains of any deceased persons who may now be buried in any graves located in the area which will be covered by the waters of Birch Lake.

8. The Osage County Superintendent of Health has authorized the Plaintiff to disinter remains found in graves located in the Birch Lake area and to reinter them in the Ethel Reece Cemetery at Barnsdall, Oklahoma.

9. The City of Barnsdall has agreed to provide four grave spaces in the Ethel Reece Cemetery, for reinterment of remains discovered in the Birch Lake area, and to maintain such spaces in accord with maintenance practices currently employed in the said cemetery.

### Conclusions of Law

Based upon the facts of this case the Court reaches the following legal conclusions:

1. As to Motion for Order for Delivery of Possession.

At the time of filing this action the Plaintiff was the owner of record of all interests in the subject tracts of land, except whatever residual interests in the oil, gas, coal or other minerals were left after subordination thereof, and such residual mineral interest is specifically excepted from the estate sought to be taken by this action. There is no indication that any person other than the Plaintiff is in actual possession of the subject tracts of land or that any person denies the Plaintiff's right to their possession. By virtue of its ownership of these tracts and the lack of any adverse claims by other persons, the Plaintiff is deemed to have constructive possession of them. Therefore, an order granting Plaintiff possession of subject tracts is not necessary.

Furthermore, for reasons shown in paragraph numbered 3 below, the Court is convinced that the estate which Plaintiff seeks to condemn in this action does not exist. The Court obviously cannot grant Plaintiff possession of non-existent property.

Therefore, Plaintiff's Motion for Order for Delivery of Possession, filed in this action, should be denied.

2. As to Motion for Order Regarding Certain Graves.

The act of approval of Plaintiff's written grave relocation plan and the act of issuing of a permit to disinter, remove and reinter the remains of any deceased persons who may be buried in purported graves located on subject tracts, were made by the officials who are authorized by the laws of the State of Oklahoma to perform such acts. Thus the prayer of Plaintiff's Motion For Order Regarding Certain Graves Located on Subject Land already had been granted by the appropriate State officials before this action was filed. An Order by this Court granting the exact same relief would, to say the least, be superfluous. The said Motion, therefore, should be denied.

3. As to propriety of this action.

Plaintiff has not shown any facts which indicate that any "right, title and interest" in the land described in this action (except oil, gas, coal or other minerals) is held by any person other than Plaintiff. Thus the estate which Plaintiff seeks to acquire in this action, as set forth in its Complaint, simply does not exist. In other words, there is no interest in land "outstanding" in other persons, over which the Plaintiff can exercise its power of eminent domain. Since the power of eminent domain is the alleged basis for this action, and there is nothing to condemn, it follows that this action should be dismissed.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that:

1. Plaintiff's Motion For Order For Delivery of Possession is denied.
2. Plaintiff's Motion For Order Regarding Certain Graves Located on Subject Land is denied.
3. This action is hereby dismissed.

Entered this 10<sup>th</sup> day of February, 1977.

  
UNITED STATES DISTRICT JUDGE

FILED

FEB 9 1977

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

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

RAY MARSHALL, Secretary of Labor,	)
(Successor to W. J. USERY, JR.)	)
United States Department of Labor,	)
	)
Plaintiff	)
	)
v.	)
	)
NOBLE L. WOODROW, an individual, doing	)
business as WOODY'S CORNER,	)
	)
Defendant	)

Civil Action

No. 75-C-172

NOTICE OF DISMISSAL OF ACTION

Comes now the plaintiff, Ray Marshall, Secretary of Labor, United States Department of Labor, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure and dismisses its petition for adjudication in civil contempt which was set for hearing before the court on February 14, 1977.

ALFRED G. ALBERT  
Acting Solicitor of Labor

RONALD M. GASWIRTH  
Regional Solicitor

WILLIAM E. EVERHEART  
Counsel for Employment Standards

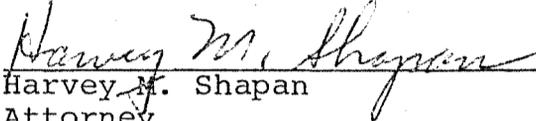
By   
HARVEY M. SHAPAN  
Attorney

Attorneys for RAY MARSHALL,  
Secretary of Labor, United  
States Department of Labor,

Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing notice of dismissal of action was duly mailed to Mr. Noble L. Woodrow by depositing same in the United States mail, in a franked envelope, addressed to him at Woody's Corner, Sand Spring, Oklahoma, his address of record on the 7th day of February, 1977.

  
\_\_\_\_\_  
Harvey M. Shapan  
Attorney

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

FILED

FARMERS INSURANCE COMPANY, INC., )  
 )  
Plaintiff, )  
vs. )  
 )  
DAVID ARMSTRONG, a minor, et al., )  
 )  
Defendants. )

FEB 7 1977

Judith S. Stog, Clerk  
U. S. DISTRICT COURT

No. 75-C-92-B

ORDER SUSTAINING MOTION FOR SUMMARY JUDGMENT

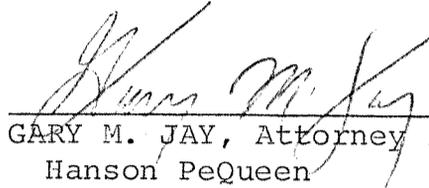
After reviewing the stipulations and agreement by and between the parties that plaintiff's, Farmers Insurance Company, Inc., liability under its insurance policy to any and all defendants and parties making claim thereunder is the sum of \$20,500.00, and that same should be deposited into the Court less the sum of \$1,500.00 as a reasonable attorney fee for the plaintiff's attorney, Ray H. Wilburn, it is the findings of this Court that said application should be and is hereby approved, and that the stipulation upon which this Order is based is a reasonable compromise and in the best interests of the minors involved.

IT IS, THEREFORE, ORDERED that the plaintiff pay into the Court Clerk's office of the United States the sum of \$19,000.00 to be held by this Court to be distributed to any and all defendants and/or claimants making claim to the proceeds of said insurance policy according to the merits of their claim; and

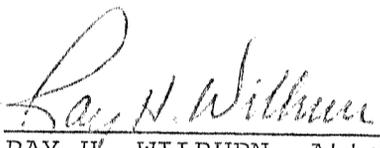
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff is discharged from any further liability to the defendants or any person claiming any right to the proceeds of insurance policy No. 08 2991 25 60 upon the payment of the sum of \$19,000.00.

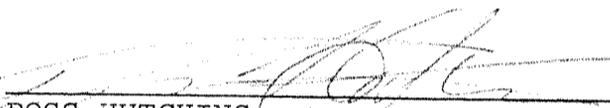
  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

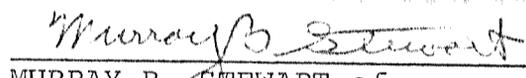
  
GARY M. JAY, Attorney for Susan  
Hanson PeQueen

  
NITA R. GILES, Attorney for State  
of Oklahoma, Oklahoma Public  
Welfare Commission, Department  
of Institutions, Social and  
Rehabilitative Services

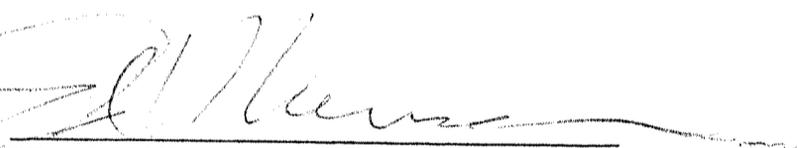
  
RAY H. WILBURN, Attorney for  
Farmers Insurance Company, Inc.

  
ROSS HUTCHINS

and

  
MURRAY B. STEWART of  
Hutchins, Stewart, Stewart & Elmore

and

  
ED MUNSON of  
Ed Munson and Associates

Attorneys for Betty Wagnon, Nellie  
Ann Wagnon Blossom, and Peggy  
Wagnon, individually; Betty Wagnon,  
As next friend of the following  
minors: Annie Wagnon (also known as Terry  
Lynn Wagnon), Sherry Wagnon, and Scott  
Wagnon; and Betty Wagnon, as next of kin  
of Wanda Wagnon, a minor, deceased.

*Thomas R. Brett*

THOMAS R. BRETT of  
Jones, Givens, Brett, Gotcher,  
Doyle & Bogan, Inc.

and

*T. J. Sinclair*

T. J. SINCLAIR

Attorneys for St. Francis Hospital, Inc.

FILED

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

FEB 7 1977

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

UNITED STATES OF AMERICA, )  
Plaintiff )  
vs )  
JOHN D. COOPER, JR., ET AL., )  
Defendant )

Civil Action No. 76-C-538 B

JUDGMENT OF FORECLOSURE

THIS MATTER comes on for consideration this 2<sup>th</sup> day of February, 1977, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney; the defendant American National Bank, Bristow, Oklahoma, appearing by its attorney, Timothy E. Johnson of the firm Loeffler & Allen; and the defendants John D. Cooper, Jr., and Nellie Faye Cooper appearing by their attorney, Benjamin E. Butts.

The Court, being fully advised and having examined the file herein, finds that John D. Cooper, Jr. and Nellie Faye Cooper were served with Summons and Complaint on November 1, 1976, and November 3, 1976, respectively; and the American National Bank, Bristow, Oklahoma, was served with Summons and Complaint on November 1, 1976; as appears from the Marshal's Returns of Service filed herein.

It appears that the defendant American National Bank, Bristow, Oklahoma, has duly filed its Answer and Cross-Petition on November 22, 1976; and that the defendants John D. Cooper, Jr. and Nellie Faye Cooper have filed their answer to Cross-Petition of the American National Bank, Bristow, Oklahoma, on December 1, 1976.

The Court finds that this is a suit based upon mortgage notes and foreclosures on real property mortgages securing said mortgage notes, covering the following-described real property located in Creek County, Oklahoma, within the Northern Judicial District of Oklahoma:

The South Half of the Northwest Quarter (S/2 NW/4) and the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) and the East Half of the Northeast Quarter (E/2 NE/4), all in Section Three (3), Township Fourteen (14) North, Range Seven (7) East, Creek County, Oklahoma, (200 acres) and  
The Southeast Quarter of the Southeast Quarter (SE/4 SE/4), and the South Half of the Northeast Quarter of the Southeast Quarter (S/2 NE/4 SE/4) of Section 34, Township 15 North, Range 7 East, Creek County, Oklahoma (60 acres).

THAT the defendants John D. Cooper, Jr. and Nellie Faye Cooper did, on the 30th day of July, 1973, execute and deliver to the United States of America, acting through the Farmers Home Administration, their mortgage covering the 200-acre tract described above and mortgage note in the amount of \$33,150.00, with five percent interest per annum, and further providing for the payment of annual installments of principal and interest. That the defendants John D. Cooper, Jr. and Nellie Faye Cooper did, on the 30th day of July, 1973, execute and deliver to the United States of America, acting through the Farmers Home Administration, their mortgage covering the 60-acre tract described above and mortgage note in the amount of \$31,700.00, with five percent interest per annum, and further providing for the payment of annual installments of principal and interest.

THAT the defendants John D. Cooper, Jr. and Nellie Faye Cooper did, on the 10th day of July, 1974, execute and deliver to the Federal Land Bank, Wichita, Kansas, their mortgage and mortgage note in the amount of \$10,700.00, with 8 1/2 per cent interest per annum, which covered the real property described above.

THAT the defendant John D. Cooper, Jr., did on the 7th day of May, 1974, execute and deliver to the American National Bank, Bristow, Oklahoma, his note in the amount of \$89,098.60, with 11 percent interest per annum; and that John D. Cooper, Jr. and Nellie Faye Cooper did, on the 21st day of March, 1975, execute and deliver to the said bank their mortgage securing said note, covering the real property described above.

The Court further finds that the defendants John D. Cooper, Jr. and Nellie Faye Cooper made default under the terms of the aforesaid mortgage notes by reason of their failure to make installments due thereon, which default has continued, and that by reason thereof, the above-named defendants are now indebted to the plaintiff in the amount of \$36,226.47 as of November 30, 1976, plus interest from and after said date at the rate of five percent per annum, under the first-mentioned note and mortgage; and in the amount of \$19,911.71 as of November 30, 1976, plus interest from and after said date at the rate of five percent per annum, under the second-mentioned note and mortgage; plus the cost of this action, accrued and accruing.

The Court further finds that the defendants John D. Cooper, Jr. and Nellie Faye Cooper are now indebted to the Federal Land Bank, Wichita, Kansas, in the amount of \$12,155.82, as of October 25, 1976, plus interest from and after said date at the rate of 8 1/2 percent per annum, until paid.

The Court further finds that there is due and owing to the American National Bank, Bristow, Oklahoma, from defendant John D. Cooper, Jr., the sum of \$80,431.31, plus interest to November 17, 1976, in the amount of \$23,254.13, or a total of \$103,685.44, plus interest from and after said date at the rate of 11 percent per annum, plus attorneys' fees of \$25,921.36, as provided in said note and mortgage, and that the American National Bank, Bristow, Oklahoma, should have judgment, in rem, for said amount, but that such judgment is subject to and inferior to the mortgage liens of the plaintiff herein, and the mortgage lien of the Federal Land Bank, Wichita, Kansas.

The Court further finds that subsequent to execution of the above described notes and mortgages the defendant John D. Cooper Jr., same person as John Dunham Cooper Jr., filed a voluntary petition in bankruptcy in the United States District

Court for the Western District of Oklahoma on August 2, 1976 and which was docketed as BK-76-1292. That thereafter on the 29th of September, 1976, a discharge was duly and regularly entered. That the claims of the plaintiff and the Federal Land Bank of Wichita, Kansas and the American National Bank of Bristow, Oklahoma, were all duly and regularly scheduled in said bankruptcy action and that as a consequence thereof there is no personal liability on behalf of the defendant John D. Cooper Jr. on any of the notes and mortgages herein sued upon and judgment in rem only should be entered as against him.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff have and recover judgment against the defendant John D. Cooper, Jr., in rem and against Nellie Faye Cooper, in personam for the sum of \$36,226.47 as of November 30, 1976, plus interest from and after said date at the rate of five per cent per annum; and for the sum of \$19,911.71 as of November 30, 1976, plus interest from and after said date at the rate of five per cent per annum; plus the costs 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 American National Bank, Bristow, Oklahoma, have and recover judgment, in rem, against defendant John D. Cooper, Jr. for the sum of \$80,831.31, plus interest to November 17, 1976, in the amount of \$23,254.13, or a total of \$103,685.44, plus interest from and after said date at the rate of 11% per annum until paid, plus attorneys' fees of \$25,921.36 but that such judgment is subject to and inferior to the mortgage liens of the plaintiff herein, and the mortgage lien of the Federal Land Bank, Wichita, Kansas.

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, subject to the mortgage lien of the Federal Land Bank, Wichita, Kansas, 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.



Chief Judge, United States District  
Court, Northern District of Oklahoma

APPROVED:

  
\_\_\_\_\_  
ROBERT P. SANTEE  
Asst. United States Attorney  
Attorney for Plaintiff  
\_\_\_\_\_  
TIMOTHY H. JOHNSON  
Attorney for Defendant  
American National Bank,  
Bristow, Oklahoma  
\_\_\_\_\_  
BENJAMIN E. BUTTS  
Attorney for Defendants  
John D. Cooper, Jr. and  
Nellie Faye Cooper

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )

vs. )

CIVIL ACTION NO. 76-C-268-B )  
)  
)

ERNEST M. COMBS a/k/a EARNEST M. )  
COMBS a/k/a E. M. COMBS, a/k/a )  
EARNEST MARYLAND COMBS, CHARLES )  
ETTA COMBS a/k/a CHARLES ETTA )  
LOUISE COMBS, GEORGE WILSON III )  
a/k/a GEORGE WILSON, JR. a/k/a )  
GEORGE AUSTIN WILSON a/k/a GEORGE )  
R. WILSON, MARY WILSON, MANHATTAN )  
FURNITURE COMPANY, INC., )  
ALLIED FENCE COMPANY OF TULSA, )  
INC., CHARLES E. BRYANT, SR. d/b/a )  
THE BRYANT FUNERAL HOME, )  
OKLAHOMA TAX COMMISSION, ANCHOR )  
CONCRETE COMPANY, a Corporation, )  
LENA MAE WILSON, MORRIS FINANCE )  
COMPANY, a Corporation, PALMER )  
INSTRUMENT COMPANY, INC., )  
BOARD OF COUNTY COMMISSIONERS, )  
Tulsa County, Oklahoma, )  
COUNTY TREASURER, Tulsa County, )  
Oklahoma, and AMERICAN STATE BANK, )  
a Corporation, )  
)  
Defendants. )

FILED

FEB 7 1977

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 7<sup>th</sup>  
day of February, 1977, the Plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney; and the Defendants,  
Board of County Commissioners, Tulsa County, Oklahoma, and  
County Treasurer, Tulsa County, Oklahoma, appearing by their  
attorney, Gary J. Summerfield; and the Defendant, American State  
Bank, a Corporation, appearing by its attorney, Waldo E. Jones, II;  
the Defendant, Allied Fence Company of Tulsa, Inc., appearing  
by its attorney, George E. Brewer; the Defendant, Palmer  
Instrument Company, Inc., appearing by George E. Palmer, President;  
and the Defendants, Ernest M. Combs a/k/a Earnest M. Combs a/k/a  
E. M. Combs a/k/a Earnest Maryland Combs, Charles Etta Combs a/k/a  
Charles Etta Louise Combs, George Wilson, III, a/k/a George Wilson,  
Jr., a/k/a George Austin Wilson a/k/a George R. Wilson, Mary

Wilson, Manhattan Furniture Company, Inc., Charles E. Bryant, Sr., d/b/a The Bryant Funeral Home, Oklahoma Tax Commission, Anchor Concrete Company, a Corporation, Lena Mae Wilson and Morris Finance Company, a Corporation, appearing not.

The Court being fully advised and having examined the file herein finds that Defendants, George Wilson, III, a/k/a George Wilson, Jr., a/k/a George Austin Wilson a/k/a George R. Wilson, Mary Wilson, Charles E. Bryant, Sr., d/b/a The Bryant Funeral Home, and Lena Mae Wilson, were served by publication as shown on the Proof of Publication filed herein; and that Defendant, Oklahoma Tax Commission, was served with Summons, Complaint and Amendment to Complaint on June 23, 1976, and July 29, 1976, respectively; that Defendants, Board of County Commissioners, Tulsa County, Oklahoma, and County Treasurer, Tulsa County, Oklahoma, were served with Summons, Complaint and Amendment to Complaint on June 24, 1976, and July 22, 1976, respectively; that Defendant, Morris Finance Company, a Corporation, was served with Summons, Complaint and Amendment to Complaint on June 26, 1976, and July 27, 1976, respectively; that Defendant, Manhattan Furniture Company, Inc., was served with Summons, Complaint and Amendment to Complaint on July 8, 1976, and July 29, 1976, respectively; that Defendant, Anchor Concrete Company, a Corporation, was served with Summons, Complaint and Amendment to Complaint on July 15, 1976, and July 27, 1976, respectively; that Defendant, Palmer Instrument Company, Inc., was served with Summons, Complaint and Amendment to Complaint on July 15, 1976, and July 27, 1976, respectively; that Defendant, Allied Fence Company of Tulsa, Inc., was served with Summons, Complaint and Amendment to Complaint on July 27, 1976; that Defendant, American State Bank, a Corporation, was served with Summons, Complaint and Amendment to Complaint on July 28, 1976; that Defendant, Charles Etta Combs a/k/a Charles Etta Louise Combs, was served with Summons, Complaint and Amendment to Complaint on August 24, 1976; and that Defendant, Ernest M. Combs a/k/a Earnest M. Combs a/k/a E. M. Combs a/k/a

Earnest Maryland Combs, was served with Summons, Complaint and Amendment to Complaint on September 24, 1976; all as appears from the United States Marshal's Service herein.

It appearing that the Defendants, Board of County Commissioners, Tulsa County, Oklahoma, County Treasurer, Tulsa County, Oklahoma, and American State Bank, a Corporation, have duly filed their Answers herein on July 12, 1976, and August 4, 1976, respectively; that Defendant, Allied Fence Company of Tulsa, Inc., has duly filed its Answer and Cross-Complaint on August 5, 1976; that Defendant, Palmer Instrument Company, Inc., has duly filed its Disclaimer on August 23, 1976; and that Defendants, Ernest M. Combs a/k/a Earnest M. Combs a/k/a E. M. Combs a/k/a Earnest Maryland Combs, Charles Etta Combs a/k/a Charles Etta Louise Combs, George Wilson, III, a/k/a George Wilson, Jr., a/k/a George Austin Wilson a/k/a George R. Wilson, Mary Wilson, Manhattan Furniture Company, Inc., Charles E. Bryant, Sr., d/b/a The Bryant Funeral Home, Oklahoma Tax Commission, Anchor Concrete Company, a Corporation, Lena Mae Wilson, and Morris Finance Company, a Corporation, 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 upon the following described real property located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Eighteen (18), Block One (1), CHANDLER-FRATES SECOND ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

THAT the Defendants, Ernest M. Combs and Charles Etta Combs, did, on the 22nd day of July, 1964, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$9,350.00 with 5 1/2 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that Defendants, Ernest M. Combs, Charles Etta Combs, George Wilson, III, and Mary Wilson, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon, which default has continued and that by reason thereof the above-named Defendants are now indebted to the Plaintiff in the sum of \$7,451.72 as unpaid principal with interest thereon at the rate of 5 1/2 percent per annum from November 1, 1975, 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 Defendants, Ernest M. Combs and Charles E. Combs, the sum of \$ \_\_\_\_\_ plus interest according to law for personal property taxes for the year(s) \_\_\_\_\_ and that Tulsa County should have judgment, in rem, for said amount, but that such judgment is subject to and inferior to the first mortgage lien of the Plaintiff herein.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Defendant, Mary Ann Wilson, the sum of \$ \_\_\_\_\_ plus interest according to law for personal property taxes for the year(s) \_\_\_\_\_ and that Tulsa County should have judgment, in rem, for said amount, but that such judgment is subject to and inferior to the first mortgage lien of the Plaintiff herein.

The Court further finds that Defendant, Allied Fence Company of Tulsa, Inc., is entitled to judgment against Earnest M. Combs and Charles Etta Combs, in the amount of \$468.56 plus interest of 10 percent per annum from date of January 12, 1976, plus costs accrued and accruing, but that such judgment would be subject to and inferior to the first mortgage lien of the Plaintiff herein.

The Court further finds that Defendant, American State Bank, a Corporation, is entitled to judgment against Defendant, Ernest M. Combs, in the amount of \$642.14 with interest of 9 percent per annum from date of November 1, 1975, and 10 percent thereafter, plus \$96.32 attorneys fee and 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 Defendants, Ernest M. Combs and Charles Etta Combs, in personam, and George Wilson, III, and Mary Wilson, in rem, for the sum of \$7,451.72 with interest thereon at the rate of 5 1/2 percent per annum from November 1, 1975, 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 Defendants, Ernest M. Combs and Charles Etta Combs, for the sum of \$ \_\_\_\_\_ as of the date of this judgment plus interest thereafter according to law for personal property taxes, 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 rem, against Defendant, Mary Ann Wilson, for the sum of \$ \_\_\_\_\_ as of the date of this judgment plus interest thereafter according to law for personal property taxes, 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 Allied Fence Company of Tulsa, Inc. have and recover judgment, in personam, against Defendants, Earnest M. Combs and Charles Etta Combs, in the amount of \$468.56 plus interest at the rate of 10 percent per annum from date of January 12, 1976, plus costs accrued and accruing, 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 American State Bank, a Corporation, have and recover judgment,

in personam, against Defendant, Ernest M. Combs, in the amount of \$642.14 with interest of 9 percent per annum from date of November 1, 1975, and 10 percent thereafter, plus \$96.32 attorney's fee and 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 Defendants, Manhattan Furniture Company, Inc., Charles E. Bryant, Sr., d/b/a The Bryant Funeral Home, Oklahoma Tax Commission, Anchor Concrete Company, a Corporation, Lena Mae Wilson, and Morris Finance Company, a Corporation.

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 appraisalment 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, specifically, including any lien for personal property taxes which may have been filed during the pendency of this action.

  
UNITED STATES DISTRICT JUDGE

APPROVED:

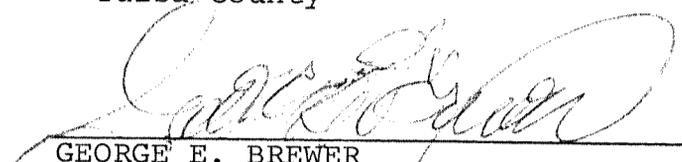
  
ROBERT P. SANTEE  
Assistant United States Attorney

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GARY J. SUMMERFIELD

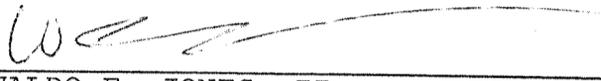
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Tulsa County

---

GEORGE E. BREWER

Attorney for Defendant,  
Allied Fence Company of  
Tulsa, Inc.

---

WALDO E. JONES, II

Attorney for Defendant,  
American State Bank

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

FEB 7 1977 ✓

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 JAMES R. REED, MARY S. REED, )  
 and GILFORD HOPKINS, JR., )  
 )  
 Defendants. )

CIVIL ACTION NO. 76-C-454-B ✓

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 7<sup>th</sup> day of February, 1977, the Plaintiff appearing by Robert P. Santee, Assistant United States Attorney; and the Defendants, James R. Reed, Mary S. Reed, and Gilford Hopkins, Jr., appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, James R. Reed, was served with Summons and Complaint on September 29, 1976; that Defendant, Gilford Hopkins, Jr., was served with Summons and Complaint on September 22, 1976; and, that Defendant, Mary S. Reed, was served by publication as shown on the Proof of Publication filed herein.

It appearing that the Defendants, James R. Reed, Mary S. Reed, and Gilford Hopkins, Jr., 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 upon the following described real property located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Twenty-Three (23), Block Ten (10), NORTHBRIDGE, an Addition in Tulsa County, State of Oklahoma, according to the recorded plat thereof.

THAT the Defendants, James R. Reed and Mary S. Reed, did, on the 28th day of February, 1975, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$11,750.00 with 9 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that Defendants, James R. Reed and Mary S. Reed, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon, which default has continued and that by reason thereof the above-named Defendants are now indebted to the Plaintiff in the sum of \$11,877.84 as unpaid principal with interest thereon at the rate of 9 percent per annum from October 1, 1975, 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 R. Reed, in personam, and Mary S. Reed, in rem, for the sum of \$11,877.84 with interest thereon at the rate of 9 percent per annum from October 1, 1975, 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 Defendant, Gilford Hopkins, Jr.

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 appraisalment 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, specifically including any lien for personal property taxes which may have been filed during the pendency of this action.

  
UNITED STATES DISTRICT JUDGE

APPROVED

  
ROBERT P. SANTEE  
Assistant United States Attorney

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

THERESA M. LANE, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 THE PRUDENTIAL INSURANCE )  
 COMPANY OF AMERICA, and )  
 THE UNITED STATES OF )  
 AMERICA, )  
 )  
 Defendants. )

No. 76-C-240-B ✓

FILED

FEB 7 1977 ✓

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

STIPULATION AND ORDER OF DISMISSAL

The plaintiff and defendants, having stated that the above-entitled action may be dismissed with prejudice, each party to bear her or its own costs, and the Court being fully advised, it is ORDERED that this <sup>opinion & Complaint</sup> cause be and the same hereby ~~is~~ <sup>are</sup> dismissed with prejudice to the bringing of a future action thereon and that each party hereto shall bear her or its own costs.

Dated this 7th day of February, 1977.

Alan E. Barrow  
UNITED STATES DISTRICT JUDGE

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

W. W. BARNES

Plaintiff

-vs-

FORD MOTOR COMPANY, a  
corporation and FORD MOTOR  
CREDIT COMPANY, a corporation

Defendants.

FILED

FEB 4 1977 *fm*

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

NO. 74-C-475 ✓

STIPULATION OF DISMISSAL

It is hereby stipulated that the above-entitled action may  
be dismissed with prejudice, each party to bear his own costs.

Dated this 2nd day of February, 1977.

*James S. Wooley*  
\_\_\_\_\_  
JAMES S. WOOLEY  
Attorney for Plaintiff

*Thomas G. Marsh*  
\_\_\_\_\_  
THOMAS G. MARSH  
Attorney for Defendant

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

WILLIAM G. VANDEVER, d/b/a )  
WILLIAM G. VANDEVER & COMPANY, )  
 )  
Plaintiff, )  
 )  
vs. )  
HEAVENLY VALLEY HOTEL )  
CORPORATION, et al., )  
 )  
Defendants. )

No. 76-C-398-B

**FILED**

FEB 4 1977

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

NOTICE OF DISMISSAL

COMES NOW the Plaintiff and dismisses its above entitled action against the Defendants Heavenly Valley Hotel Corporation, Heavenly Valley Venture, Halo Land Venture, Robert Wooten, Gordon Hein, Robert Grill, Ernest J. Gruen and Donald Goodman, without prejudice, each party to bear his own costs.

Above-named defendants have not filed either an answer or a motion for summary judgment.

HOWARD AND RAPP

By W. Keith Rapp  
W. Keith Rapp

Attorneys for the Plaintiff



FINDINGS OF FACT

1. On November 25, 1974, defendants, Steven H. Janco and William R. Satterfield, d/b/a Classic Investment Company, a partnership, in consideration of a mortgage loan, executed and delivered to the Farmer's Home Administration, an agency of the United States Government ("FHA") their promissory note in the amount of \$280,000, the interest on which was payable on January 1, 1975, in the amount of 8-1/4% per annum, and the principal payable in fifty annual installments of \$23,584 each.

2. As security for the payment of said promissory note, defendants, Steven H. Janco and William R. Satterfield, d/b/a Classic Investment Company, a partnership, as owners of the real estate involved, executed and delivered to the FHA a real estate mortgage on the following described property in Collinsville, Oklahoma, to-wit:

The N/2 of the N/2 of the SE/4 of the NE/4 of the NE/4 and the South 2 Rods of the NE/4 of the NE/4 of the NE/4 of Section 30, Township 22 North, Range 14 East of the Indian Base and Meridian, according to the U.S. Survey thereof; Tulsa County, Oklahoma.

3. Said real estate mortgage was duly recorded by the FHA on November 26, 1974, in the records of the Clerk of the District Court of Tulsa County, Oklahoma, recorded in Book 4145, pages 1823-1826.

4. After the filing of said real estate mortgage on November 26, 1974, plaintiff and the other defendants and cross-defendants in the instant litigation filed and recorded their mechanics liens against said real estate, as follows:

November 27, 1974

Michael L. O'Donnell, d/b/a Aci Hi Construction Co.  
(\$2,419.00)

Anchor Concrete Co.  
(\$3,958.72)

December 5, 1974

Lights of Tulsa, Inc.  
(\$2,482.96)---(Refiled on May 20, 1975)

December 10, 1974

L. A. Horton, d/b/a Horton's Electrical Center  
(\$7,462.00)

December 19, 1974

Tom Dolan Heating Company  
(\$4,599.22)

January 2, 1975

Mrs. Roy Hillard, d/b/a National Weather Stripping  
and Storm Door Company  
(\$264.00)

January 6, 1975

Concrete Specialties of Tulsa, Inc.  
(\$1,864.88)

January 10, 1975

J. M. Jackson, d/b/a Jackson Company  
(\$1,426.52)

January 13, 1975

Tulsa Fabricators and Distributors, Inc.  
(\$2,696.33)

January 20, 1975

W & W Painting and Drywall, Inc.  
(\$637.82)

January 22, 1975

Matt Collins, d/b/a World Wide Mechanical  
(\$6,025.00)

5. On November 25, 1974, Richard S. Sudduth filed and recorded a Second Mortgage on said real property.

6. On February 13, 1975, L. A. Horton, d/b/a Horton's Electrical Center, brought an action in the District Court for Tulsa County, Oklahoma, against some of the parties litigant, including the United States (FHA) wherein said L. A. Horton, d/b/a Horton's Electrical Center, claimed a priority in his lien (\$7,462).

7. On April 4, 1975, an Amended Petition was filed in the District Court of Tulsa County, Oklahoma, and said case was then removed to this Court on May 13, 1975, by a petition for removal filed by the defendant, the United States of America. Said removed case was assigned number 75-C-182-B.

8. On January 13, 1976, Tulsa Fabricators and Distributors, Inc., filed a separate action against most of the same defendants as the defendants in 75-C-182-B. This action was filed in the District Court of Tulsa County, Oklahoma. An Amended Petition was filed by plaintiff in that case on January 27, 1976, and thereafter, and on February 13, 1976, the case was removed to this Court and assigned case number 76-C-59-B.

9. On July 12, 1976, 75-C-182-B and 76-C-59-B were consolidated for all purposes, including trial.

10. In 75-C-182-B the defendants, Steven H. Janco, William R. Satterfield, United States of America, and Lights of Tulsa, Inc. subsequently filed answers. By pleading filed April 21, 1976, defendant, Anchor Concrete, purported to withdraw an answer it had never served and filed. On March 1, 1976, the Court dismissed defendants, Michael L. O'Donnell, d/b/a Aci Hi Construction Co.; and Matt Collins d/b/a World Wide Mechanical. Defendant, Richard Suddeth has filed a release of mortgage and disclaimer.

11. In 76-C-59-B, the defendants, the United States, Steven H. Janco, William R. Satterfield and Concrete Specialties of Tulsa, Inc., have subsequently filed answers. On April 27, 1976, defendant, Dolan Air Conditioning Service Company filed a pleading disclaiming any interest in the property here involved. On May 17, 1976, the defendant, United States of America, with leave of Court, filed its First Amended Answer, Counterclaim, and Cross Claim, which joined the issues and lien claimants in 75-C-182-B as well as the parties and lien claimants in 76-C-59-B (Consolidated).

12. The United States of America has moved for default judgment against the following defendants, and said default is set for hearing on February 10, 1977:

Michael L. O'Donnell, d/b/a Aci Hi Construction; Mrs. Roy Hillard, d/b/a National Weather Stripping and Storm Door Company; Anchor Concrete Company; J. M. Jackson, d/b/a Jackson Company; W & W Painting and Drywall, Inc; Old World Products Corporation; Dolan Air Conditioning Service Company; Richard S. Sudduth; Brite Side, Inc.

13. Plaintiff, Tulsa Fabricators and Distributors, Inc., has moved for default judgment against the following defendants, and said default is set for hearing on February 10, 1977:

Ace Hi Construction Company, Mrs. Roy Hillard d/b/a National Weather Stripping and Storm Door Company; J. M. Jackson d/b/a Jackson Company; W & W Painting and Drywall, Inc.; Dolan Airconditioning Service Company; Old World Products Corporation; and Brite Side, Inc.

14. There are no contested issues as to the validity and the underlying debt between the mortgagor and mortgagee of the FHA mortgage here involved.

15. Steven H. Janco and William R. Satterfield, owned the subject property of record as joint tenants.

#### CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the Court makes the following Conclusions of Law.

1. This Court has jurisdiction in the instant litigation.
2. Federal law applies in deciding whether a Federal Government FHA first mortgage lien is prior to or subordinate to a Materialmen's Lien. *T. H. Rogers Lumber Co. v. Apel*, 468 F.2d 14 (10th Cir. 1972); *Clearfield Trust Co. v. United States*, 318 U.S. 363 (1943); *United States v. Security Trust & Savings Bank*, 340 U.S. 47 (1950); *United States v. Hunt*, 513 F.2d 129 (10th Cir. 1975).
3. The applicable federal rule is "first in time, first in right". *United States v. Buffalo Savings Bank*, 371 U.S. 228 (1963); *United States v. Pioneer American Insurance Co.*, 374 U.S. 84 (1963); *T. H. Rogers Lumber Co. v. Apel*, supra.
4. The non-federal lien must be choate at the crucial time in order to successfully compete with a federal lien. Thus, a state statutory lien must be specific and perfected on the date that the federal lien was recorded. If a materialmen's or mechanic's lien is not recorded until after the government lien, it is not perfected or choate prior to the recording of the government lien. *T. H. Rogers Lumber Co. v. Apel*, supra.

5. State law in Oklahoma requires that such liens be recorded as a condition precedent to their even coming into existence under the state statute. 42 O.S.A. §142; Palmer v. Crouch, 298 P.2d 1041 (Ok1.1956).

6. A preliminary step, such as furnishing of material, does not "relate back". T. H. Rogers Lumber Co. v. Apel, supra.

7. Under Title 54 O.S.A. §210, where the title to real property is in the names of all the partners a conveyance executed by all the partners passes all their rights in such property. By analogy, then if all partners can execute a conveyance that passes title, then such partners may mortgage said property.

8. The mortgaging partners have never contended that the act of mortgaging the subject property was outside the authority of either or both partners, since the act of acquiring and developing the property was within the "ordinary course of the business of the partnership."

9. Third parties would thus be protected in relying on the validity of the mortgage so conveyed. 54 O.S.A. §§2209, 211, 213 and 214.

10. The requirement that a partnership file a fictitious name certificate is found at 54 O.S.A. §81. The effect of failure to comply is controlled by 54 O.S.A. §83, which reflects that the only effect of a partnership's failure to comply with §81 is the prohibition against the partnership's bringing suit until the fictitious name certificate is filed.

11. The recording laws of the State of Oklahoma were fully complied with as to the FHA mortgage

12. The mortgage of the FHA FILED ON November 26, 1974, in Tulsa County, Oklahoma, in Book 4145, pages 1823-1826 constitutes a first and prior encumbrance and has priority on the real estate here involved.

13. That the United States of America is entitled to the judgment prayed for in its favor and against the plaintiff and

other defendants and cross defendants in its Answer and upon its First Amended Answer, Counterclaim, and Cross Claim, and the relief prayed for in said Answer and First Amended Answer, Counterclaim and Cross-Claim.

ORDER

Based on the Findings of Fact and Conclusions of Law hereinabove set forth,

IT IS ORDERED that the Motion for Summary Judgment filed by defendant, United States of America, be and the same is hereby sustained.

IT IS FURTHER ORDERED that the United States of America prepare and submit to the Court for signature a Journal Entry of Judgment in conformity with this Order, Findings of Fact and Conclusions of law, within seven (7) days from this date.

ENTERED this 4<sup>th</sup> day of February, 1977.



---

CHIEF UNITED STATES DISTRICT JUDGE

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

WILLIAM G. VANDEVER, d/b/a )  
WILLIAM G. VANDEVER & COMPANY, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
HEAVENLY VALLEY HOTEL )  
CORPORATION, et al., )  
 )  
Defendants. )

No. 76-C-398-B

FILED

FEB 4 1977

STIPULATION <sup>OF DISMISSAL</sup> Jack C. Silver, Clerk  
U. S. DISTRICT COURT

It is hereby stipulated that the above-styled action may be dismissed as to the Defendants Raleigh L. Shaklee, Forrest C. Shaklee, Jr., both individually and as Trustees of the Raleigh L. Shaklee Trust, and the Etude Group, without prejudice, each party to bear his own costs.

Dated this 12th day of December, 1976.

HOWARD AND RAPP

By W. Keith Rapp  
W. Keith Rapp

Attorneys for Plaintiff

GABLE, GOTWALS, RUBIN, FOX,  
JOHNSON & BAKER

By [Signature]

Attorneys for Defendants  
Raleigh L. Shaklee, Forrest C.  
Shaklee, both individually  
and as Trustees of the Raleigh L.  
Shaklee Trust, and Etude Group

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

JARVIS KEMP MITCHELL, )  
 )  
 ) Petitioner, )  
 )  
 vs. ) No. 77-C-39-C ✓  
 )  
 )  
 RICHARD A. CRISP, Warden, )  
 Oklahoma State Penitentiary, )  
 )  
 ) Respondent. )

FILED

FEB 3 1977

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

ORDER DISMISSING PETITION  
FOR WRIT OF HABEAS CORPUS

The Court has before it for consideration the Petition of Jarvis Kemp Mitchell for a Writ of Habeas Corpus filed pro se pursuant to Title 28 U.S.C. § 2254.

Petitioner was convicted in the District Court, Tulsa County, of the offense of Obtaining a Controlled Dangerous Substance by Forged Prescription, in violation of Title 63 O.S.A. § 2-407, and sentenced to a term of ten years imprisonment. In the present Petition, it is alleged that improper questions and comments by the prosecuting attorney during the course of petitioner's trial effectively denied him his right to a fair and impartial trial, in violation of the Fifth, Sixth, Thirteenth and Fourteenth Amendments to the United States Constitution. The same constitutional arguments were raised at his appeal, where the verdict and sentence of the District Court were affirmed. Mitchell v. State, 523 P.2d 1102 (Okla. Cr. 1974). Available remedies in the Oklahoma courts have been exhausted. Hoggatt v. Page, 432 F.2d 41 (10th Cir. 1970). Petitioner makes no claim that the facts as to what occurred at his trial are in dispute. In fact, the questions and comments upon which he relies in his petition have been extracted verbatim from the written opinion of the Oklahoma Court of Criminal Appeals. Mitchell v. State, supra, at 1103-1104. Under these circumstances,

this Court is not required to conduct an evidentiary hearing prior to ruling on the present petition. Boyd v. State of Oklahoma, 375 F.2d 481 (10th Cir. 1967); Jackson v. People of California, 336 F.2d 521 (9th Cir. 1964); Wood v. Wilson, 385 F.Supp. 1055 (W.D. Okla. 1974).

As to the merits of petitioner's claim of denial of a fair and impartial trial, the test is whether the proceedings were ". . . conducted in such a manner as amounts to a disregard of 'that fundamental fairness essential to the very concept of justice,' and in a way that 'necessarily prevent[s] a fair trial.'" Redford v. Smith, 543 F.2d 726 (10th Cir. 1976), citing Lyons v. Oklahoma, 322 U.S. 596, 605, 64 S.Ct. 1208, 1213, 88 L.Ed. 1481 (1944). There is no indication from the record in this case that the proceedings were conducted in this manner. The Court of Criminal Appeals did acknowledge that the prosecutor's questions and comments were improper and could have been grounds for reversal or modification of sentence under different circumstances.

"The prosecutor's arguments coupled with the improper questions . . . do imply the defendant is a drug pusher. There is no evidence within the record to support such comments and created inferences and in light of the offense alleged, it is our opinion they are grounds for reversal in a close case or modification of a sentence in a case where guilt is overwhelmingly established by the evidence." Mitchell v. State, supra, at 1104.

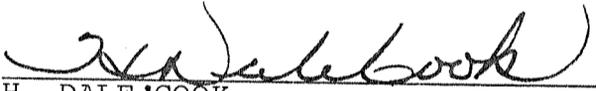
However, the court noted that in this case the defendant admitted forging the prescription, and therefore it was clear that the jury's verdict was based upon the evidence. Since the penalty imposed was the minimum one provided by law, the court was without authority to order any modification.

In a case arising in the Ninth Circuit, Jackson v. People of California, supra, that court held under a very similar factual situation that there was no constitutional deprivation of a fair trial due to the ". . . more than abundant evidence of the

guilt of the defendant . . ." Id. at 525. There have been numerous other courts which have held that prejudicial remarks made by a prosecutor to a jury did not give rise to a denial of due process for Habeas Corpus purposes. See Maggitt v. Wyrick, 533 F.2d 383 (8th Cir, 1976); Marlin v. Florida, 489 F.2d 702 (5th Cir. 1974); Bergenthal v. Cady, 466 F.2d 635 (7th Cir. 1973), cert. denied 409 U.S. 1109, 93 S.Ct. 913, 34 L.Ed.2d 690 (1973); United States ex rel. Colon v. Follette, 366 F.2d 775 (2nd Cir. 1966).

Based upon the record submitted for its consideration, this Court finds that petitioner is not in custody in violation of the Constitution of the United States. The application for a Writ of Habeas Corpus is hereby denied.

It is so Ordered this 3<sup>rd</sup> day of February, 1977.

  
H. DALE COOK  
United States District Judge

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

JOHNNY ENLOE,

Plaintiff,

vs.

A. B. CHANCE COMPANY, A Delaware  
Corporation; PITMAN MANUFACTURING  
COMPANY, a Division of A. B. Chance  
Company, a Delaware Corporation;  
McGRAW-EDISON COMPANY, A Delaware  
Corporation, and GENERAL ELECTRIC  
COMPANY, a New York Corporation,

Defendants.

NO. 76-C-248-C

FILED

FEB 3 1977

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

ORDER

The Defendant's, McGraw-Edison Co., Motion for Summary Judgment came on for hearing this 28th day of January, 1977. The Defendant appearing by and through his attorney, Leslie V. Williams and the Plaintiff appearing by and through his attorney, James E. Frasier. The Court having examined the depositions, exhibits, briefs submitted by both parties, and hearing oral argument of the parties, finds that there is no material issue of fact and as a matter of law the Defendant, McGraw-Edison Co., motion for summary judgment should be sustained and Plaintiff's cause of action against McGraw-Edison be dismissed.

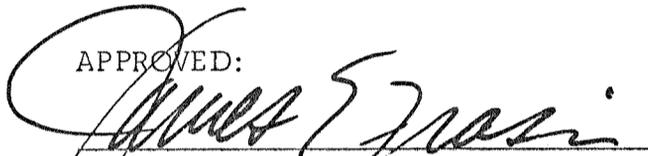
THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendant's, McGraw-Edison Co., motion for summary judgment is hereby sustained and the Plaintiff's, John Enloe, cause of action against

McGraw-Edison Co., is hereby dismissed with exception granted to  
the Plaintiff, John Enloe.

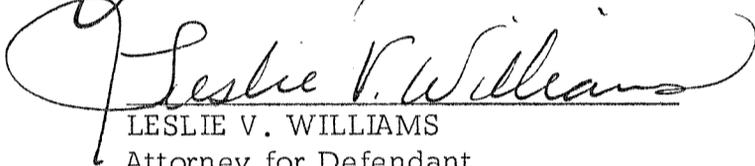


DISTRICT JUDGE  
H. DALE COOK

APPROVED:



JAMES E. FRASIER  
Attorney for Plaintiff



LESLIE V. WILLIAMS  
Attorney for Defendant

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

JOHNNY ENLOE )

Plaintiff )

vs. )

NO. 76-C-248-C )

A. B. CHANCE COMPANY, a Delaware )  
Corporation; )

PITMAN MANUFACTURING COMPANY, a )  
Division of A. B. Chance Company, )  
a Delaware Corporation )

McGRAW-EDISON COMPANY, a Delaware )  
Corporation, and )

GENERAL ELECTRIC COMPANY, a New )  
York Corporation )

Defendants )

FILED

FEB 3 1977

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

ORDER

The Motion for Summary Judgment of the defendant General Electric Company, a New York Corporation, came on for hearing on the 28th day of January, 1977, pursuant to order of Court.

The parties having announced ready, plaintiff's counsel advised the Court that discovery proceedings had established that the defendant General Electric Company, a New York Corporation, did not have any reclosers or any other equipment on the electric lines involved in said action, and therefore the plaintiff was not resisting the motion of the defendant General Electric Company, a New York Corporation, for summary judgment.

Upon plaintiff's counsel's statement, the Court order and directed that the defendant General Electric Company's, a New York Corporation, Motion for Summary Judgment be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendant General Electric Company's, a New York Corporation, Motion for Summary Judgment should be and the same is hereby

sustained, and plaintiff's cause of action against said defendant is hereby dismissed with prejudice.

Dated this 31 day of February, 1977.

H. Dale Cook  
H. Dale Cook, Judge of the United States  
District Court

JAS:ws

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

F. W. MYERS & COMPANY, INC., )  
 a corporation, )  
 )  
 Plaintiff, )  
 Vs. )  
 )  
 )  
 CAN-AM DISTRIBUTORS & WAREHOUSE, INC., )  
 a corporation, )  
 )  
 Defendant, )  
 AND )  
 )  
 )  
 DEWANE FRANKS, JAMES T. FEEMSTER, )  
 and DONALD DOYLE, )  
 )  
 Third Party Defendants. )

No. 75-C-133-C ✓

FILED

FEB 3 1977 *hm*

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

O R D E R

Plaintiff's Motion for Summary Judgment having come on regularly to be heard this day, the Court having considered the pleadings and depositions on file, with Ungerman, Grabel & Ungerman appearing as attorney for Plaintiff and Gary J. Dean appearing as attorney for Defendant, it appearing that counsel had no objection to Plaintiff's Motion for Summary Judgment being granted, and it further appearing that there is no genuine issue as to a material fact and that Plaintiff is entitled to judgment as a matter of law.

It is hereby ordered that Plaintiff's Motion for Summary Judgment and the same is hereby sustained.

It is further ordered that judgment be entered herein in favor of Plaintiff and against Defendant in the sum of \$17,372.84, with interest thereon at the rate of 10% per annum from date of judgment until paid, together with an attorney fee of \$2,500.00 to be taxed as costs and all other costs of this action.

Dated this 3rd day of February, 1977.

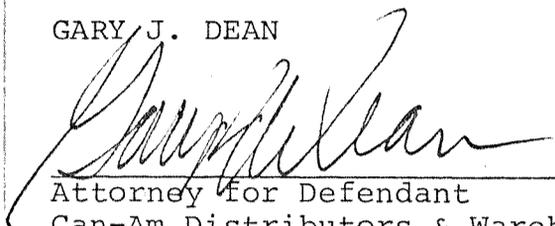
*W. Dale Book*  
 JUDGE

APPROVED AS TO FORM:  
 UNGERMAN, GRABEL & UNGERMAN  
 By *John B. ...*  
 Attorney for Plaintiff

LAW OFFICES  
 UNGERMAN,  
 GRABEL &  
 UNGERMAN  
 SIXTH FLOOR  
 WRIGHT BUILDING  
 MUSKOGEE, OKLAHOMA

APPROVED AS TO FORM:

GARY J. DEAN

A handwritten signature in cursive script, appearing to read "Gary J. Dean", is written over a horizontal line.

Attorney for Defendant  
Can-Am Distributors & Warehouse

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

FEB 2 1977

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

VALERIE MARIE NAPIER, )  
 )  
Petitioner, )  
v. )  
 )  
SISTER MARY GERTRUDE, ETC., ET AL., )  
 )  
Respondents. )

NO. 75-C-81

O R D E R

Pursuant to mandate of the Tenth Circuit Court of Appeals received October 15, 1976, and the petition for writ of certiorari, Supreme Court No. 76-5669, having been denied by an Order of the United States Supreme Court on January 10, 1977, the petition for writ of habeas corpus pursuant to 28 U.S.C. § 2254 of Valerie Marie Napier should be dismissed as moot.

IT IS SO ORDERED this 2nd day of February, 1977, at Tulsa, Oklahoma.

*Alan E. Barrow*  
\_\_\_\_\_  
CHIEF JUDGE, UNITED STATES DISTRICT  
COURT FOR THE NORTHERN DISTRICT OF  
OKLAHOMA

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

WILLIAM D. PATCH,  
an Individual,  
  
Plaintiff,  
  
vs.  
  
FOUR STAR MINING COMPANY,  
a Corporation,  
  
Defendant.

Civil Action No. 76-C-392-B

**FILED**

FEB 1 1977

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

CONSENT JUDGMENT

The parties to this action, by their respective attorneys, having advised this Court that they have settled the matters in controversy between them involved in this suit; and this Court being otherwise duly advised in the premises;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

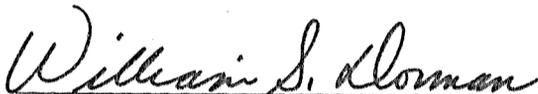
1. This Court has jurisdiction over the parties to this action and the subject matter involved herein.
2. U.S. Letters Patent No. 3,739,911 is owned by the plaintiff.
3. The defendant admits, and it is so found, that said U.S. Letters Patent No. 3,739,911 is valid and has been infringed by the defendant.
4. The defendant, its officers, agents, servants, employees and attorneys and those persons in active concert or participation with them who receive actual notice of this judgment hereby are enjoined from further infringing directly, indirectly or contributorily, said U.S. Letters Patent No. 3,739,911 during the remaining term thereof.
5. The parties to the action having settled between them the matter of damages for the defendant's past infringement, no further award of damages is made.

6. Each of the parties will bear its own costs and attorney fees in connection with this action.

  
UNITED STATES DISTRICT JUDGE

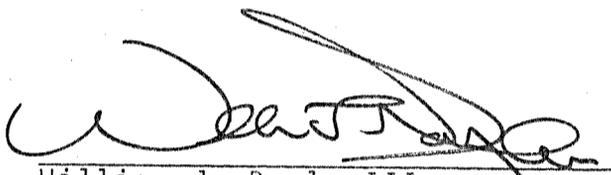
DATE: Feb 1, 1977

APPROVED AS TO FORM  
AND SUBSTANCE:



William S. Dorman  
1401 Nat'l Bank of Tulsa Bldg.  
Tulsa, Oklahoma 74103  
582-8201

Attorney for Defendant



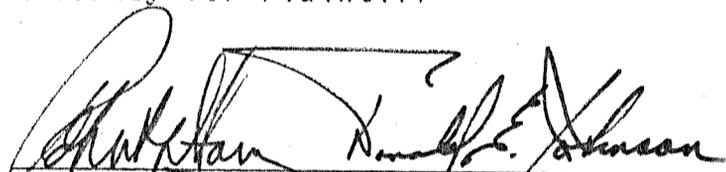
William J. Doyle III  
Jones Givens Brett Gotcher  
Doyle & Bogan, Inc.  
201 W. Fifth St., Suite 400  
Tulsa, Oklahoma 74103  
583-1115

Attorney for Defendant



Richard W. Lowry  
Logan, Lowry, Caster & Allan  
101 South Wilson Street  
Vinita, Oklahoma 74301  
256-7511

Attorney for Plaintiff



Robert D. Hovey and Donald E.  
Johnson  
Schmidt, Johnson, Hovey & Williams  
1400 Mercantile Bank Tower  
1101 Walnut  
Kansas City, Missouri 64106

Attorney for Plaintiff