

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

N-REN CORPORATION,)
Cherokee Nitrogen Division,)
)
Plaintiff,)
)
vs.) No. 78-C-21-B
)
GRAND RIVER DAM AUTHORITY,)
)
Defendant.)

CONSENT TO ORDER
REMANDING CASE

GRAND RIVER DAM AUTHORITY, defendant, through its general counsel, Robert W. Sullivan, Jr., acknowledges that plaintiff's Motion to Remand filed in this case is well-taken. GRDA consents and agrees that the Court should enter an order, without further notice or hearing, remanding the case to the District Court of Mayes County, Oklahoma, for further proceedings in Case No. C-77-422 and that the costs may be taxed against the defendant.

Dated February 22 1978.

FILED

FEB 28 1978

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


ROBERT W. SULLIVAN, JR.

ORDER REMANDING CASE

The Court has under consideration plaintiff's Motion to Remand filed in this case. The Court has reviewed the pleadings, plaintiff's Brief in Support of Motion to Remand and the foregoing Consent. The Court finds that (a) plaintiff's Motion to Remand is well-taken because the requisite diversity of citizenship required for removal does not exist and (b) the defendant has consented to the entry of this Order without further notice or a hearing on the Motion to Remand.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion to Remand is sustained.
2. The case is remanded to the District Court of Mayes County, Oklahoma, Case No. C-77-422.

3. Plaintiff recover from the defendant its costs incurred
in this court taxed at \$ None.

Dated February 28th, 1978.



ALLEN E. BARROW
Chief United States District Judge

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

TULSA DIVISION

DILLARD CRAVENS, et al.,)
Plaintiffs,))
-vs-)
AMERICAN AIRLINES, et al.,)
Defendants)

FILED
FEB 27 1978
Jack C. Silver, Clerk
U. S. DISTRICT COURT

No. CIV-74-C-301

ORDER DISMISSING CLAIMS OF PLAINTIFFS, LEONARD
ATKINSON, SHIRLEY WILLIAMS, ELIZABETH CHILDS,
EARNESTINE HUDSON, JEANETTA ADAMS, ROGER PAIR-
CHILD (POWERDRILL), CLYDE SMITH, JR., MARLENE
JONES, ROSE MARILYN BAGLEY, JUDITH A. GILL AND
WILLA PAIN

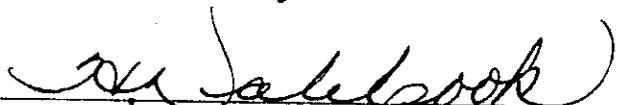
The parties having filed a stipulation pursuant to Rule 41(a) (1) of the Federal Rules of Civil Procedure to dismiss with prejudice as to the defendant, American Airlines, all claims of Plaintiffs, Leonard Atkinson, Shirley Williams, Elizabeth Childs, Earnestine Hudson, Jeanetta Adams, Roger Pairchild (Powerdrill), Clyde Smith, Jr., Marlene Jones, Rose Marilyn Bagley, Judith A. Gill and Willa Pain, and for good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. All claims of Plaintiffs, Leonard Atkinson, Shirley Williams, Elizabeth Childs, Earnestine Hudson, Jeanetta Adams, Roger Pairchild (Powerdrill), Clyde Smith, Jr., Marlene Jones, Rose Marilyn Bagley, Judith A. Gill and Willa Pain, shall be and are hereby dismissed with prejudice as to defendant, American Airlines.

2. The Court finds there is no just reason for delay and expressly directs that final judgment be entered against each of said Plaintiffs in accordance with this Order.

DATED this 27th day of February, 1978.


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,) CIVIL ACTION NO. 76-C-330-C ✓
)
 vs.) This action applies only to
) the Oil Leasehold Interest
 92.00 Acres of Land, More or) in the estate taken in:
 Less, Situate in Osage County,)
 State of Oklahoma, and George) Tract No. 404ME
 Wallace, et al., and Unknown)
 Owners,)
) (Included in D.T. filed in
 Defendants.) Master File #401-2)

J U D G M E N T

FILED

FEB 27 1978 ph

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

1.
NOW, on this 27th day of February, 1978, 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 tract listed in the caption hereof, as such estate and
tract are described in the Complaint filed in this action.

3.

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

4.

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

11.

It Is Further ORDERED, ADJUDGED and DECREED that the Stipulations As To Just Compensation, 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, as follows:

TRACT NO. 404ME

Oil Leasehold Interest Only

Owners:

George Wallace and Mauzelle B. Wallace	1/2	
Lack Sales Incorporated	1/4	
Donald R. Jeter	1/4	
Award of Just compensation pursuant to Stipulations -----	\$425.00	\$425.00
Deposited as estimated compensation ----	<u>\$425.00</u>	
Disbursed to owners -----		<u>None</u>
Balance due to owners -----		<u>\$425.00</u>

12.

It Is Further ORDERED, ADJUDGED and DECREED that the Clerk of this Court now shall disburse the deposit for subject

property as follows, to:

George Wallace and Mauzelle B. Wallace, Jointly -----	\$212.50
Lack Sales Incorporated -----	\$106.25
Donald R. Jeter -----	\$106.25.


UNITED STATES DISTRICT JUDGE

APPROVED:


HUBERT A. MARLOW
Assistant United States Attorney

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
vs.)
)
CITY OF PAWHUSKA,)
)
Defendant.)

No. 72-C-11 (Boh)

FILED

FEB 24 1978 *mm*

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

ORDER BASED UPON DIRECTIONS OF THE
CIRCUIT COURT IN ITS OPINION
DATED DECEMBER 15, 1977

This cause came on for hearing and disposition pursuant to directions of the United States Court of Appeals for the Tenth Circuit in its Opinion herein dated December 15, 1977, wherein the circuit court said:

"The judgment is reversed and the cause remanded with directions that the trial court enter judgment for the United States, as trustee for the Osage Tribe, and against the City in the sum of \$14,546, as permanent damages for the injury to the Tribe's mineral interests by virtue of the City's maintenance of its reservoir."

Pursuant to the directions of the circuit court,

IT IS ORDERED, ADJUDGED AND DECREED by this court that the plaintiff United States of America have and recover on behalf of the Osage Tribe, of and from the defendant City of Pawhuska, the sum of \$14,546, together with interest as provided by law.

Dated this 24th day of February, 1978.

Luther Bohannon
UNITED STATES DISTRICT JUDGE

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
vs.)
)
CITY OF PAWHUSKA,)
)
Defendant.)

No. 72-C-11 (Boh)

FILED

FEB 24 1978 *jm*

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

FINDINGS AND CONCLUSIONS

This court, having complied with the directions of the United States Court of Appeals for the Tenth Circuit in its Opinion dated December 15, 1977, makes the following observations and conclusions

The court in the second trial of this case tried diligently, conscientiously and sincerely to follow the directions in the circuit court opinion dated September 3, 1974, wherein Judge Breitenstein said:

"The complaint seeks monetary damages for the loss of the Tribe's mineral interest. If that interest has any value, the Tribe has not been compensated for its loss. Property which the United States holds in trust for the Tribe cannot be taken without just compensation. The decision ought to be based on the equities of the situation. The interests of City and the Tribe must be accommodated in the best way possible.

. . .

Reversed and remanded for a new trial."

During the second trial of this case, the court was mindful of the above directions and also of Rule 15(b) of the Federal Rules of Civil Procedure which provides as follows:

"When issues not raised by the pleadings are tried by express or implied consent of the parties, they shall be treated in all respects as if they had been raised in the pleadings. Such amendment of the pleadings as may be necessary to cause them to conform to the evidence and to raise these issues may be made upon

motion of any party at any time, even after judgment; but failure so to amend does not affect the result of the trial of these issues. If evidence is objected to at the trial on the ground that it is not within the issues made by the pleadings, the court may allow the pleadings to be amended and shall do so freely when the presentation of the merits of the action will be subserved thereby and the objecting party fails to satisfy the court that the admission of such evidence would prejudice him in maintaining his action or defense upon the merits. The court may grant a continuance to enable the objecting party to meet such evidence."
(emphasis supplied)

At the second trial plaintiff orally moved to have the Complaint and the issues enlarged to comport to the facts and evidence presented at trial, and said motion was granted (Nov. 5, 1975, Tr. 8-14, 19). Pursuant to Judge Breitenstein's opinion, Rule 15 of the Federal Rules of Civil Procedure, and the evidence in this case, this court entered a judgment as to all 858.64 acres taken without just compensation. Defendant's own expert witness, Dr. Henry Keplinger, characterized "the entire mineral area . . . under the lake" as "wildcat" acreage, and assigned a value of \$50.00 an acre to the entire area. (Tr. 66) A judgment for \$42,932.00 was accordingly entered.

Had the court limited its analysis to those 290.93 mineral acres evidencing the most potential, as mandated by the circuit court's opinion in this case dated December 15, 1977, per acre valuation necessarily would have rendered a figure of \$80.00 to \$100.00 per acre. (Tr. 125) (While not forming the basis for this court's actions, the record reflects defendant's willingness at one point to pay \$25,000.00 plus additional consideration. Tr. 177)

As of the present, the evidence appears uncontroverted that defendant has appropriated 567.71 mineral acres for which no compensation has been awarded. With the current price of oil at \$13.00 per barrel, the value of such uncompensated "wildcat acreage" may now be more than \$50.00 per barrel. This issue may well require further negotiations or litigation, consonant with Judge Breitenstein's opinion referred to above. This court will retain jurisdiction.

Dated this 24th day of February, 1978.

Luther Bolman
UNITED STATES DISTRICT JUDGE

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

SOPHIE C. JORDAN,)
)
 Plaintiff,)
)
 vs.)
)
 ENRICH AND ELSIE HENCKE,)
 d/b/a TOWNSMAN HOTEL,)
)
 Defendants.) No. 76-C-406-B

FILED

FEB 24 1978

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

JUDGMENT

Judgment is hereby entered in favor of the defendants, Enrich and Elsie Hencke, d/b/a Townsman Hotel and against the plaintiff Sophie C. Jordan, pursuant to the Order entered in this cause on the 6th day of December, 1977.

Defendants' Application For Order Allowing Expenses is granted in part pursuant to Rule 30g of the Federal Rules of Civil Procedure.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that judgment is hereby entered in favor of defendants Enrich and Elsie Hencke, d/b/a Townsman Hotel and against the plaintiff Sophie C. Jordan and that defendants recover their costs in the sum of \$784.54.

(Signed) Allen E. Barrow

UNITED STATES DISTRICT JUDGE

FILED

FEB 23 1978

ph

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

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

BRUCE DUNCAN and SALLY DUNCAN,)
)
Plaintiffs)
)
VS.)
)
BOB QUINN d/b/a BOB QUINN'S USED)
CARS; DEALERS AUTO AUCTION, INC.,)
GEORGE GINGHAM; R. H. (BOB) BEARD;))
EDWARD G. LANGENKAMP d/b/a ED'S)
TEXACO,)
)
Defendants)

Civil Action File
No. 78-C-27-C

NOTICE OF DISMISSAL ^{without} WITH PREJUDICE

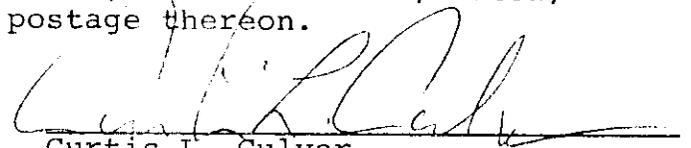
COME NOW the Plaintiffs, Bruce Duncan and Sally Duncan,
and dismiss their causes of action against the Defendant Dealer's
Auto Auction, Inc., ^{without} with prejudice, after the filing of any
future action and at the cost of the Plaintiffs.



CURTIS L. CULVER
Attorney for Plaintiffs
630 W. 7th St.
Center Office Bldg. - Suit 402
Tulsa, Oklahoma 74127
918/585-8105

CERTIFICATE OF MAILING

This is to certify that I have on this 23 day of Feb.,
1978, mailed a true and correct copy of the foregoing document
to Mr. George Hooper, Boyd & Parks, 217 W. 5th St., Tulsa,
Oklahoma 74103, with proper postage thereon.


Curtis L. Culver

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

FILED

FEB 23 1978

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

THE AMERICAN INSURANCE)
COMPANY, a corporation,)
)
Plaintiff)
)
vs.)
)
INTER-TRIBAL COUNCIL, INC.,)
a corporation, and COWEN)
CONSTRUCTION, INC., a)
corporation,)
)
Defendants)

Case No. 77-C-237-B

JOURNAL ENTRY OF JUDGMENT

NOW on this 23^d day of February, 1978, the above styled and numbered cause comes on for non-jury trial, the Plaintiff being present and represented by John B. Hayes, Esq., the Defendant Inter-Tribal Council, Inc. being present and represented by John G. Ghostbear, Esq. and the Defendant, Cowen Construction, Inc. being present and represented by James D. Groves, Esq.

The parties having stipulated to the facts relevant to this cause, the case was submitted to the Court solely on questions of law. Each party cited authorities to the Court and rested.

The Court finds as follows:

1. That the Plaintiff, The American Insurance Company, is a New Jersey insurance corporation duly authorized to transact a general insurance and surety business in the State of Oklahoma; that the Defendant, Inter-Tribal Council, Inc., is an Oklahoma corporation with its principal place of business in the City of Miami, Oklahoma; that the Defendant, Cowen Construction, Inc., is an Oklahoma corporation with its principal place of business in Tulsa, Oklahoma.

2. That there is complete diversity of citizenship between the Plaintiff and both Defendants, and that the amount in controversy exceeds \$10,000.00 exclusive of interest and costs; that this Court has jurisdiction over the parties and the subject matter of this cause.

3. That the claim which is the subject matter of this action arose and both Defendants reside and have their principal place of business within the northern judicial district of Oklahoma; that this Court has venue of this cause.

4. The on or about February 25, 1977, one of the Defendants, Inter-Tribal Council, Inc. ("Council") advertised for and solicited bids for construction of a project known as the "Northeastern Oklahoma Indian Cultural Center Public Works Project 08-01-01814" which was to be constructed in Miami, Oklahoma. That bidding contractors were to submit their bids on or before March 30, 1977 at 2:00 P.M., at which time such bids were to be publicly opened and read aloud. That the Defendant, Cowen Construction, Inc. ("Cowen"), prepared and submitted a bid to Council shortly before the bids were to be opened and read. That accompanying that bid was a bid bond executed by Cowen, as principal, and Plaintiff, as surety. That such bid was in the penal sum of 5% of the amount bid by Cowen which was a base bid of \$507,500.00 together with eight deductive alternates which totaled \$69,750.00.

5. That when such bids were opened and read aloud Cowen was the apparent low bidder by a substantial sum, which fact caused Cowen to recheck its bid tabulation and as a result thereof Cowen discovered errors which caused its bid to be approximately \$65,638.00 lower than it would have been had the errors not been made.

6. That immediately upon discovering the errors Cowen notified Council's architect by telephone and advised him of the error and on that same day confirmed such notification in writing. That the following day, March 31, 1977 Cowen requested through the architect that the Council permit Cowen to withdraw its bid because of said error, said error at that time being thought by Cowen to be only the sum of \$30,000.00. Shortly thereafter Cowen discovered the true amount of the errors and immediately notified Council in writing of the erroneous bid and withdrew such bid.

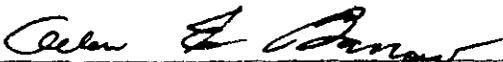
7. That notwithstanding the withdrawal by Cowen of such bid, Council thereafter notified Cowen that it had accepted such bid and requested Cowen to execute a contract; that such contract was never executed, however Council subsequently awarded the contract to the apparent second lowest bidder.

8. That Council thereafter made written demand upon the Plaintiff, as surety, to pay the sum of \$21,887.50, such amount being 5% of \$437,750.00. Plaintiff declined to pay such amount and instituted this suit.

9. That the errors in the bid tabulation of Cowen were material, did not result from violation of a positive legal duty and did not result from culpable negligence; that Cowen gave prompt notice of the errors to Council and promptly withdrew its bid prior to acceptance thereof by Council; that Council was not prejudiced thereby except by the loss of the bargain of the erroneous bid.

10. That based on the stipulated facts in this case Cowen was entitled as a matter of law to withdraw its bid prior to the same being accepted by Council; that no contractual relationship ever existed between Council and Cowen and that Plaintiff is entitled to a declaratory judgment that neither Plaintiff nor Cowen have any liability to Council.

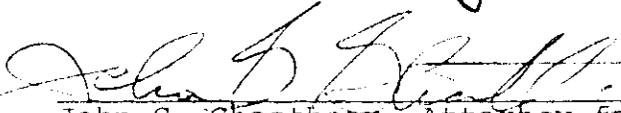
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff be and is hereby granted judgment declaring that Plaintiff has no liability under the bid bond to Council, referred to above, by reason of the legally excusable mistakes or errors made in the bid of Cowen; that Cowen had the legal right and did in fact withdraw its bid prior to the same being accepted by Council; that no contractual relationship ever existed between Cowen and Council; that the Defendant, Council, take nothing under its prayer for relief contained in its Answer; that Cowen has no liability to Council by reason of its withdrawn bid and Plaintiff has no liability to Council for any part of the bid bond.


CHIEF UNITED STATES DISTRICT JUDGE

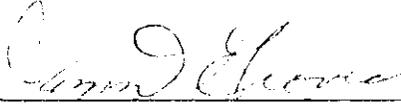
APPROVED AS TO FORM:



John B. Hayes, Attorney for
The American Insurance Company



John G. Ghostbear, Attorney for
Inter-Tribal Council, Inc.



James D. Groves, Attorney for
Cowen Construction, Inc.

FILED

FEB 21 1978

Ph

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

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

WORLD CHANGERS INTERNATIONAL,
a corporation, W. T. JEFFERS;
and W. T. JEFFERS, JR.,

Plaintiffs,

vs.

BUDDY FALLIS, District Attorney
of Tulsa County; WILLIAM J. BROWN,
Attorney General of Ohio;
FRANCIS X. BELLOTTI, Attorney
General of Massachusetts; and
UNNAMED OTHERS,

Defendants.

No. 78-C-45-C

STIPULATION OF DISMISSAL

Come now the plaintiffs, by and through their attorney,
Louis W. Bullock, and Defendant Fallis, by and through his
attorney, Andy Allen, and jointly stipulate to the dismissal
of this cause. In support of this stipulation the parties
show as follows:

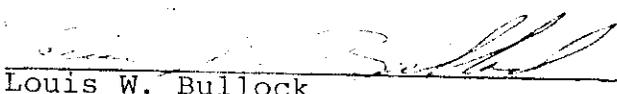
1. That neither Defendant Brown nor Defendant Bellotti
have appeared in this cause either in person or through
counsel.

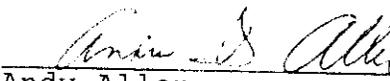
2. Dismissal of this cause will not prejudice Defendant
Brown nor Defendant Bellotti, nor any of the other parties to
this lawsuit.

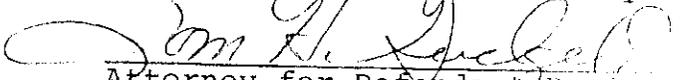
WHEREFORE, the plaintiffs and Defendant Fallis hereby
stipulate to the dismissal of this matter.

Dated this 21st day of February, 1978.

Respectfully submitted,


Louis W. Bullock
CHAPEL, WILKINSON, RIGGS, ABNEY &
KEEFER
Attorney for Plaintiffs


Andy Allen
Attorney for Defendant Buddy Fallis


Attorney for Defendant Buddy Fallis

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

FILED

FEB 21 1978

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

WARD B. LEWIS and LENA)
LOUISE LEWIS,)
)
 Plaintiffs,)
)
 VS.)
)
 LAKELAND CORPORATION, an)
 Oklahoma Corporation, CHIP)
 CHASIN and NORMA LEE CHASIN,)
)
 Defendants.)

No. 75-C-375 -B

DISMISSAL WITHOUT PREJUDICE

COMES NOW the Plaintiffs above-named, by and through their attorneys Doerner, Stuart, Saunders, Daniel & Langenkamp and R. Thomas Seymour, and dismiss the above and foregoing action without prejudice.

DATED this 21st day of February, 1978.

DOERNER, STUART, SAUNDERS,
DANIEL & LANGENKAMP

By: R. Thomas Seymour
R. THOMAS SEYMOUR
Attorneys for Plaintiffs
1200 Atlas Life Building
Tulsa, Oklahoma 74103

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 21st day of February, 1978, he mailed a true and correct copy of the above and foregoing document to Don E. Gasaway, Esq., Doyle, Holmes, Gasaway & Green, 1843 E. 15th Street, Tulsa, Oklahoma 74104, by placing same in an envelope properly addressed with postage prepaid thereon and depositing the same in the U. S. mails at Tulsa, Oklahoma.

R. Thomas Seymour
R. THOMAS SEYMOUR

#3

The Court has carefully reviewed the pending motion, the criminal file including transcripts of the plea and sentence, and a prior § 2255 motion, Case No. 75-C-358, affirmed on appeal, No. 76-1105, October 7, 1976, and finds that neither response nor evidentiary hearing is required, and that the present motion should be denied and the case dismissed.

Movant's first contention of double jeopardy is without merit. The State of Oklahoma and the Federal Government are separate sovereignties, and prosecutions by separate sovereignties furnish no ground for an assertion of the defense of double jeopardy. See, Abbate v. United States, 359 U. S. 187 (1959); United States v. Addington, 471 F.2d 560, 566 (10th Cir. 1971). Further, Blockburger v. United States, 284 U. S. 299, 304 (1932) provides, "The applicable rule is that where the same act or transaction constitutes a violation of two distinct statutory provisions, the test to be applied to determine whether there are two offenses or only one, is whether each provision requires proof of a fact which the other does not." Therefore, even if there were a preclusion of charges in both the State and Federal jurisdictions, armed robbery and possession of an unregistered firearm each require proof of facts or elements which the other does not, and the defense of double jeopardy does not apply, even though the same weapon was used to commit both crimes.

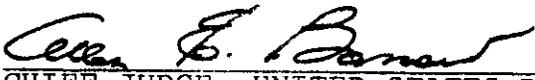
In support of his second contention that his plea was not understanding and voluntary because he was not made aware of the impact of 18 U.S.C. § 3568, Movant relies on United States v. Myers, 451 F.2d 402 (9th Cir. 1972). The Tenth Circuit does not agree with Myers, and further, Movant is referred to a decision subsequent to Myers of the Ninth Circuit, Johnson v. United States, 460 F.2d 1203 (9th Cir. 1972). This Court prior to accepting Movant's plea of guilty carefully advised him of the consequences of his plea. The fact that service of the Federal sentence would follow the previously imposed State sentence was not required under Rule 11, Federal Rules of Criminal Procedure. See, Wall v. United States, 500 F.2d 38 (10th Cir. 1974) Cert. denied 419 U. S. 1025; Williams v. United States, 500 F.2d 42 (10th Cir. 1974).

Movant's contentions three, four and five, claiming an unlawful search and seizure, self-incrimination and insufficient evidence to prove the crime charged, are also without merit. Movant's guilty plea was competently

and voluntarily entered, in full compliance with Rule 11, Federal Rules of Criminal Procedure, and constitutional safeguards. His valid plea of guilty, wherein he admitted in open Court that he was in fact guilty of the Federal offense with which he was charged, waives all prior non-jurisdictional defects. United States v. Soltow, 444 F.2d 59 (10th Cir. 1971); William Samuel Hancock v. United States (unpublished No. 75-1986, 10th Cir. filed Aug. 5, 1976); James Chaney v. United States (unpublished No. 76-1116, 10th Cir. filed Jan. 4, 1977); United States v. Nooner, ___ F.2d ___ (10th Cir. 1977).

IT IS, THEREFORE, ORDERED that the motion pursuant to 28 U.S.C. § 2255 of Nolan Ray Craft be and it is hereby overruled and the cause is dismissed.

Dated this 21st day of February, 1978, at Tulsa, Oklahoma.



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

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

GENERAL CORROSION SERVICES,)
)
Plaintiff,)
)
vs.)
)
HARCO CORPORATION and)
JERRY SUTTEE,)
)
Defendants.)

Civil Action No.
77-C-331-C

FILED

FEB 21 1978

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

ORDER OF DISMISSAL

NOW on this 21st day of February, 1978, the Court has for its consideration Stipulation for Dismissal jointly filed in the above-styled and numbered cause by plaintiff and defendants. Based upon the representations and requests of the parties, as set forth in the foregoing stipulation, it is

ORDERED that plaintiff's Complaint and claim for relief against the defendants Jerry Suttee and Harco Corporation be and the same are hereby dismissed with prejudice. It is further

ORDERED that the defendants' Counterclaims and claims for relief against the plaintiff be and the same are hereby dismissed with prejudice.

131 A. Dale Cook
UNITED STATES DISTRICT JUDGE

APPROVED:

GABLE, GOTWALS, RUBIN, FOX, JOHNSON
& BAKER

By Paul Petersen
Paul Petersen

Attorneys for General Corrosion Services

PRICHARD, NORMAN, REED & WOHLGEMUTH

By Joel L. Wohlgemuth
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MALLOY, THOMPSON & MALLOY

By Patrick J. Malloy, III
Patrick J. Malloy, III

Attorneys for Jerry Suttee

United States District Court

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

JOHN C. BONWELL and DIANA LYNNE BONWELL,	CIVIL ACTION FILE NO. 77-C-180-C	
Plaintiffs,		
AMERICAN MOTORISTS INSURANCE COMPANY,		} JUDGMENT
Third Party Plaintiff,		
vs.		
LION UNIFORM, INC.,		
Defendant.		

This action came on for trial before the Court and a jury, Honorable H. DALE COOK, United States District Judge, presiding, and the issues having been duly tried and the jury having duly rendered its verdict,

It is Ordered and Adjudged that judgment is entered for the Defendant, Lion Uniform, Inc., and against the Plaintiffs, John C. Bonwell and Diana Lynne Bonwell, and against the Third Party Plaintiff, American Motorists Insurance Company, and the Defendant recover of the Plaintiffs and the Third Party Plaintiff its costs of action.

FILED
 FEB 21 1978 *hw*
 Jack C. Silver, Clerk
 U. S. DISTRICT COURT

Dated at Tulsa, Oklahoma, this 21st day of February, 1978.

Jack C. Silver
 Clerk of Court

United States District Court

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

JOHN C. BONWELL and DIANA
LYNNE BONWELL,

Plaintiffs,

vs.

LION UNIFORM, INC.,

Defendant.

CIVIL ACTION FILE NO. 77-C-180-C ✓

JUDGMENT

This action came on for trial before the Court and a jury, Honorable H. DALE COOK, United States District Judge, presiding, and the issues having been duly tried and the jury having duly rendered its verdict,

It is Ordered and Adjudged that judgment is entered for the Defendant, Lion Uniform, Inc., and against the Plaintiffs, John C. Bonwell and Diana Lynne Bonwell on the Plaintiffs' complaint, and the Defendant recover of the Plaintiffs its costs of action.

FILED

FEB 16 1978 *JS*

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

Dated at Tulsa, Oklahoma, this 16th day
of February, 1978.

Jack C. Silver
Clerk of Court

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

IN RE:)
)
ARTHUR DOUGLASS FOSTER,)
)
Bankrupt,)
)
WARREN L. McCONNICO,)
Trustee in Bankruptcy,)
)
Plaintiff-Appellee,)
)
vs.)
)
GENERAL MOTORS ACCEPTANCE)
CORPORATION, a corporation,)
)
Defendant-Appellant.)

77-C-438-B

FILED

FEB 16 1978

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

ORDER

This matter is presently before this Court predicated on an appeal from the decision of the Bankruptcy Judge rendered on September 23, 1977. The appeal was properly taken pursuant to Rule 801 et seq. of the Rules of Bankruptcy Procedure.

The parties have stipulated as to the facts involved in this controversy, and the Court finds, pursuant to Rule 809 of the Rules of Bankruptcy Procedure that there is no need for oral argument, this being a question of law sufficiently briefed by the parties, and, the Court, therefore, Orders that no oral argument be had on this matter, but that the controversy be determined summarily.

The Facts stipulated to by the parties are as follows:

1. On or about the 12th day of July, 1974, the bankrupt, Arthur Douglass Foster, then a resident of the State of New York, and Joan E. Foster entered into a conditional sale contract with Palmyra Motor, Inc., a New York corporation, by which the bankrupt purchased a 1974 Chevrolet Fleetside Pickup, Serial Number

CCQ1441182952. The sale was consummated in Palmyra, New York. Under the terms of said contract, Palmyra Motors, Inc. obtained a security interest in the above-described vehicle. Subsequent to the execution of the contract, Palmyra Motors, Inc. assigned its interest in the contract to General Motors Acceptance Corporation, the defendant-appellant.

2. As part and parcel of the afore-described purchase and assignment, the defendant, General Motors Acceptance Corporation, obtained a certificate of title from the Department of Motor Vehicles of the State of New York, which certificate of title reflected the lien of the defendant-appellant on the subject vehicle. Under 62A McKinney §2118 the notation of the lien on the New York certificate of title perfected the security interest of General Motors Acceptance Corporation in the collateral. The certificate of title obtained in New York remains in the possession of the defendant-appellant and has never been surrendered to any other person or governmental agency.

3. On or about the 13th day of June, 1975, the bankrupt established a change of residence from New York to Ardmore, Oklahoma. On or about the same date, the bankrupt submitted his application for registration of the subject vehicle to the Oklahoma Tax Commission. At this time the bankrupt did not surrender the New York certificate of title described above. Subsequent thereto, the State of Oklahoma issued a certificate of title on the subject vehicle to the bankrupt.

4. The bankrupt filed his petition in bankruptcy on October 18, 1976, and was on that date duly adjudged a bankrupt. As of that date, the defendant had not filed any financing statements in Oklahoma reflecting its security interest in the subject vehicle. The bankrupt has been a resident of the State

of Oklahoma from June 13, 1975, to the date of the filing of the petition in bankruptcy.

The issue presented on appeal is:

"Whether the Bankruptcy Judge erred in concluding that the notation of the defendant's lien on a New York Certificate of Title, which remained outstanding and unsurrendered upon the Bankrupt's relocation to Oklahoma from New York, was insufficient to maintain a perfected security interest in the subject vehicle under 12 O.S. §9-103(4)."

In the Findings of Fact and Conclusions of Law filed by the Bankruptcy Judge, it is noted as follows:

"Both parties concede that perfection, or the lack thereof, is to be determined by application of Oklahoma law. The defendant urges that under 12A Okl.St. Ann. §9-103(4) the perfection of its interest pursuant to New York law was effective through the date of bankruptcy by the New York title remaining outstanding and unsurrendered. ***.

"The trustee maintains that upon issuance of the Oklahoma title the New York certificate became a nullity; that 12A Okl.St. Ann. §9-103(4) was rendered inoperable and the law of New York no longer applicable; that perfection is to be determined solely by reference to Oklahoma law; and that the interest of defendant ceased to be perfected more than a year prior to bankruptcy upon expiration of the four month grace period accorded secured parties by 12A Okl.St. Ann. §9-103(3)."

Title 12A O.S.A. §9-103(3) and (4) provide:

"(3) If personal property other than that governed by subsections (1) and (3) is already subject to a security interest when it is brought into this state, the validity of the security interest in this state is to be determined by the law (including conflict of laws rules) of the jurisdiction where the property was when the security interest attached. However, if the parties to the transaction understood at the time that the security interest attached that the property would be kept in this state and it was brought into this state within 30 days after the security interest attached for purposes other than transportation through this state, then the validity of the security interest in this state is to be determined by the law of this state. If the security interest was already perfected under the law of the jurisdiction where the property was when the security interest attached and before being brought into this state, the security interest continues perfected in this state for four months and also thereafter if within the four month period it is perfected in this state. The security interest may also be perfected in this state after the expiration of the four month period; in such case perfection dates from the time of perfection in this state. If the security interest was not perfected under the law of the jurisdiction where the property was when the security interest attached and before being brought into this state, it may be perfected in this state; in

such case perfection dates from the time of perfection in this state."

"(4) Notwithstanding subsections (2) and (3), if personal property is covered by a certificate of title issued under a statute of this state or any other jurisdiction which requires indication on a certificate of title of any security interest in the property as a condition of perfection, then the perfection is governed by the law of the jurisdiction which issued the certificate."

In reviewing the Findings and Recommendations of the Magistrate, it is important to note that an automobile certificate of title issued under the Oklahoma Motor Vehicle Act is not a muniment of title. In *Medico Leasing Company v. Smith*, 475 P.2d 548, 551 (Okla. 1969) it was stated:

"It has long been held by this court that a certificate of title to an automobile issued under the motor vehicle act is not a muniment of title which establishes ownership, but is merely intended to protect the public against theft and to facilitate recovery of stolen automobiles and otherwise aid the state in enforcement of its regulation of motor vehicles. (citing cases). This rule was not changed with the passage of the Uniform Commercial code. ***."

In *General Motors Acceptance Corporation v. Whisnant*, 387 F.2d 774 (5th CCA, 1968) the case was submitted to the Bankruptcy Court, the Trial Court and the Appellate Court on the following undisputed facts. A certificate of title on the automobile was issued by the State of Virginia and the security interest of GMAC was noted thereon and perfected under Virginia law. No certificate of title on the automobile was ever issued by the State of Georgia and GMAC did not file a notice of lien on the automobile with the State Revenue Commissioner of Georgia. It was stipulated that GMAC complied with the applicable laws of the State of Maryland and State of Virginia as to the validity and perfection of its security interest in the automobile. The Referee found that GMAC had notice of the bankrupt's military orders and notice that the automobile would be taken out of Virginia and into Georgia within thirty days. The Court found:

"***This brings us to an in pari materia consideration of the Uniform Commercial Code as it was enacted in Georgia.

It appears that §109A-9-103(4) of that Act is precisely applicable. It provides, after other situations involving movable personality are set out in subparagraphs (2), and (3), that (quotes subsection [4] of UCC).

"Virginia requires indication of a security interest on its certificate of title as a condition of perfection. ***."

The Court held in favor of GMAC.

In Re White, 266 F.Supp. 863 (USDC, NDNY, 1967) was submitted to the Bankruptcy Court and the District Court. The opinion states that the review involves only the interpretation and applications of Sections 9-103(3) and (4) of the Uniform Commercial Code. The bankrupt, a member of the armed services, purchased a mobile home while living in Virginia. He executed a conditional sales contract, which was assigned to the Philadelphia National Bank and a certificate of title was issued by the Virginia Motor Vehicle Bureau, which indicated the conditional sales contract. It was stipulated that the lien of the Bank was properly perfected under the applicable laws of the State of Virginia. The Mobile Home was finally moved to the State of New York. The Bank was notified by the bankrupt that the mobile home had been relocated in the State of New York. It was conceded that the Bank failed to file evidence of its conditional contract lien at any time or at any place in the State of New York. There is no indication that a New York Certificate of Title was ever obtained.

The New York Court construed subsection (4) as follows:

"The opening language of subsection (4) indicates an intent to provide that where a security interest in personal property is perfected by indication of same upon a certificate of title as required by statute of another jurisdiction, the provisions of subsection (3) are not applicable. These circumstances or background facts exist here. Since it is stipulated that the security lien was properly perfected under the laws of Virginia, any further attack upon such perfection in any jurisdiction must be based upon the law of that State. No such attack is made here and the filing provisions of subsection (3) are not applicable. Unless construed as above subsection (4) would have little or no meaning. 'There is a presumption against a construction which would render a statute ineffective or inefficient ***.' Bird v. United States, 187 U.S. 118."

In Re Smith, 311 F.Supp. 900 (USDC, WD Va. 1970), another bankruptcy case, dealt with a mobile home purchased in West

Virginia. The security agreement was assigned to Commercial Credit Corporation, which issued a certificate of title with the creditor's lien indicated thereon. It was admitted the lien was properly perfected under West Virginia law. Approximately 30 days after the purchase, the debtor removed the mobile home to Virginia. Bankruptcy was thereafter instituted. This case is in accord with *In Re White*, supra.

In the Matter of John R. Antonuzzo, 2 Bankr.Ct.Dec. 737, the bankrupt purchased a truck, executing a security agreement and the State of Indiana issued a certificate of title bearing a notation of the security interest. A financing statement was also filed in Indiana. Subsequently the bankrupt moved the truck to New York, where it was registered, the registration certificate bearing the New York address as bankrupt's residence. The trustee sought to have the security interest declared null and void. In a decision rendered on June 10, 1976, the New York Bankruptcy Judge held that the security interest was valid pursuant to UCC §9-103(4); that §9-103(4) supersedes §9-103(3) in cases involving certificates of title.

To the same effect see *In the Matter of Marjorie Mae Maxwell (Ford Motor Credit Company v. Neal Ossen, Trustee)*, United States District Court for the Northern District of Connecticut, No. H-75-325, November 10, 1975; *In re Gordon Eldridge Stoner and Katherine Hilley Stoner (Wachovia Bank and Trust Company, N.A. v. Charles Y. Boyd, Esq.)*, United States District Court for the Northern District of Alabama, Nos. 14823-M and 14824-M, June 11, 1974.

In *Deposit National Bank of Mobile County v. Chrysler Credit Corporation*, 263 So.2d 139 (Ct. of Civil Appeals, Ala., 1972), a bank brought action against the debtors on a note and attachment was issued against the debtor's automobile which was the subject of a conditional sales contract. The assignee of the sales

contract replevied the automobile and the car was sold, subject to final judgment. The Alabama Court held that under the Uniform Commercial Code, where an automobile had been purchased in a sister state which required perfection of security interest by entry on certificate of title and assignee's security interest was so perfected, assignee was not required to take further action in the state to protect its security interest even though debtors registered the automobile in the state after bringing the automobile from the sister state. To the same effect see *Town House Motel, Inc. v. Ward*, 276 N.E.2d 809 (App.Ct. of Ill., 1971).

In *Associates Discount Corp. v. Reeves*, Oklahoma Court of Appeals, July 31, 1973, 44 Okla. Bar Assn.J. 2559, the Oklahoma Court held contrary to the above cited law. In this case one Wayne Reeves purchased a truck-tractor in Florida on May 1, 1969. He executed a note and security agreement in favor of the appellant, which security agreement was properly filed and recorded in the State of Florida. Reeves drove the truck and part of the time he leased the truck to another company. On January 16, 1970, he turned the truck over to one Taylor. At that time he executed two instruments, one designated as a Lease and the other as a Power of Attorney. The lease was a lease purchase agreement, whereby Reeves sold the truck to Taylor, with Taylor assuming the obligation to pay Associates Discount Corporation on the security agreement. The Power of Attorney was a broad power of attorney giving Taylor full power and authority over the truck and specific authority to operate, control and maintain it. Taylor thereupon brought the truck to Oklahoma and on January 6, 1971, obtained an Oklahoma Certificate of Registration with the space for "Amount of Line" being left blank. Thereafter, Taylor sold the truck, which changed hands several times. The last purchaser executed a security agreement, which was assigned to the Central National Bank and Trust Company of Enid. The security agreement of Associates Discount Corporation was never filed within the State

of Oklahoma. The Oklahoma Court of Appeals held that 12 O.S.1971 §9-103(3) controlled. In the opinion it was stated:

"Among other matters Associates contend that 12A O.S.1971 §9-103(4) should control. ***.

"The parties have provided this court with numerous Oklahoma cases, attempting to sustain their respective theories, but as stated by appellant in his brief, 'This writer can find no cases from Oklahoma or other jurisdictions like the facts of this case.' Our research leads us to the same conclusion regarding Oklahoma cases. We find that most of the authors of treaties on the UCC have not dealt with the proposition appearing in Paragraph 4, and as the facts were developed in the case now under review. The one article we have found and believe to be the correct interpretation is found in Anderson Uniform Commercial Code, Volume 4, Second Edition, 1971, wherein the author states at page 64 as follows:

"Recognition of the title certificate issued in the state of origin and the perfection of the security interest noted therein continue only as long as the title certificate of the state of origin is the only certificate. Once a new certificate is issued in a second state it becomes 'the jurisdiction which issued the certificate' and its law governs the perfection of a security interest.

"The underlying rationale of Code §9-103(4) is that there shall be only one title certificate for an automobile, that originally issued if it is still in existence, but the certificate of state #2 when such a certificate is issued shall be the controlling system. It would be impractical to charge the public with notice of notations in prior cancelled certificates or applications, which, though still extant, had been issued in foreign unknown states. Consequently, once a certificate is issued in state #2, it is the law of that state which determines whether there is a perfected security interest in the motor vehicle and the creditor must comply with the law of state #2 in order to obtain perfection.

"When a security interest attaches in another state to an automobile which is then brought into Pennsylvania and a Pennsylvania certificate of title is issued before the interest is perfected in any other state, the purchaser under the Pennsylvania certificate which does not note the existence of an outstanding security interest prevails over the holder of the security interest.

"Once a motor vehicle title certificate is issued, its effect with respect to perfecting a security interest cannot be challenged on the ground that the agency improperly issued the certificate, as, for the reason that it did not require the surrender of an earlier certificate issued in another state.

"When the automobile which is the collateral is brought into the state subject to a security interest noted on a title registration certificate of the state of origin or on the application for such title, a problem of rival certificates may arise if a new certificate is obtained for the vehicle in the second state which does not show the existence of the original security interest. In such case, the law and the certificate of the second state are controlling.

"The fact that contrary to the statutory requirements in state #2, a motor vehicle title certificate issued in state #1 is not surrendered when a new title certificate is obtained in state #2 with the result that the two certificates are concurrently extant does not invalidate the certificate issued in state #2 in the absence of an express statutory provision to that effect. To the contrary, it is the certificate of title issued by state #2 which is the 'certificate' for the purpose of determining the existence and perfection of a security interest in the motor vehicle."

The Associates Discount Corp. v. Reeves case, supra, was also reported in 13 UCC Reporting Services, pages 709 et seq. and the Editor's Note in said publication, appearing at page 710 states, in part:

"(1) By direction of the Supreme Court, this opinion is not to be considered as precedent or authority and will not be published in the Pacific Reporter.

"(2) While the court's opinion is not clear on the point, the vehicle involved was in fact covered by a Florida certificate of title (information from counsel).

"(3) The result by the court is supported by the 1972 revision of Section 9-103, although that revision has not been adopted in Oklahoma. See Section 9-103(2) (1972 Revision) and Comments thereto."

In Re Cox, 543 F.2d 1277, 1279 (10th CCA 1976) the Tenth Circuit stated with reference to Oklahoma Court of Appeals' opinions:

"In *** the Oklahoma Court of Appeals ***. The Gird case is not a binding precedent in Oklahoma, but it may be considered as authority on the subjects therein considered. It is not unlike the hundreds of decisions written by able district judges in the federal court system which are reported in the Federal Supplement. While these cases are not precedents, they are often cited as authority by all courts in appropriate cases."

In the Matter of Martindale, 429 F.Supp. 131 (USDC, W.D. Okla. 1976) the bankruptcy court found that the bankruptcy trustee had prior and superior interest in a pickup truck to the claim of a creditor by reason of the creditor's failure to reperfect its security interest in Oklahoma. On appeal to the District Court reversed the Bankruptcy Court. The bankrupt and her husband executed a combined financing statement and security interest in Phoenix, Arizona, where they resided. Phoenix perfected its security interest in accordance with the laws of the State of Arizona by filing a copy of the security instrument and application for a certificate of title with the Vehicle Division so that a certificate of title was thereafter issued to the bankrupts showing on its face the lien of Phoenix. Arizona law required that the security instrument be maintained in the Vehicle Division files until the security interest is discharged. A non-negotiable memorandum of title is issued to the owner with the creditor's lien noted on it while the original certificate of title is maintained in the Vehicle Division files along with the security instrument. When the lien is discharged it is delivered to the owner. The Court said Arizona is a "title state" inasmuch as security interests are perfected in that manner. The bankrupts then moved from Arizona to Texas, which is also a "title state" and Phoenix again perfected its security interest. No filing of security interests was required for perfection in Texas, but an application for a title is submitted and two titles are issued. One is designated "original" and the second as "duplicate original" and the original is given to the secured party and the duplicate original to the owner. Thereafter, the bankrupts moved to Oklahoma and brought the vehicle with them. The bankrupts prepared an application for registration in accordance with 47 O.S.1971 §22.12 along with an application for a certificate of title as required by

47 O.S.1971 §23.3. The State of Oklahoma received the application for certificate of title, showing on its face the lien of Phoenix and prepared the certificate of title, but retained it in its file pending receipt of a negotiable certificate of title from Texas. This certificate of title was never delivered to the bankrupts. The Court in the opinion noted that "Oklahoma is a 'filing state' rather than a 'title state' and perfection is accomplished by the filing of security instruments in specified locales." Phoenix never filed the required instruments in Oklahoma. The District Court quoted the language of 12A O.S.1971 §9-103(4) and then stated:

"Therefore, the perfection of the security interest in Phoenix would be controlled by the law of Arizona or more probably Texas. However, if the Oklahoma certificate of title was issued, then Phoenix would have been required to perfect its security interest in accordance with Oklahoma law, which requires filing pursuant to 12A O.S.1971 §9-401, which was not done herein. As indicated in 4 Anderson, Uniform Commercial Code, Section 9-103:23, at page 64:

"The underlying rationale of Code §9-103(4) is that there shall be only one title certificate for an automobile, that originally issued if it is still in existence, but the certificate of state #2 when such certificate is issued shall be the controlling system. It would be impractical to charge the public with notice of notations in prior cancelled certificates or applications, which, though still extant, had been issued in foreign unknown states. Consequently, once a certificate is issued in state #2, it is the law of that state which determines whether there is a perfected security interest in the motor vehicle and the creditor must comply with the law of state #2 in order to obtain perfection."

The Court then found that since the title certificate did not issue, the accomplished perfection in Arizona or Texas would continue in Oklahoma pursuant to 12A O.S. §9-103(4).

The Court, thus, feels compelled to affirm the decision of the Bankruptcy Judge pursuant to Rule 810 of the Rules of Bankruptcy Procedure.

IT IS, THEREFORE, ORDERED that the Decision of the Bankruptcy Judge be and the same is hereby affirmed and adopted.

ENTERED this 16th day of February, 1978.



CHIEF UNITED STATES DISTRICT JUDGE

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

FILED

FEB 15 1978

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

DILLARD CRAVENS, et al.,)	CIVIL ACTION NO. 74-C-301
)	
Plaintiffs,)	ORDER DISMISSING CLAIMS OF
)	INTERVENORS, ELMA WALKER,
vs.)	PAT THOMAS, AND MAUREEN PARKER
)	
AMERICAN AIRLINES, et al.,)	
)	
Defendants.)	

The parties having filed a stipulation pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure to dismiss with prejudice as to all defendants all claims of Plaintiffs in Intervention, Elma Walker, Pat Thomas, and Maureen Parker, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. All claims of Plaintiff in Intervention, Elma Walker, shall be and are hereby dismissed with prejudice as to all defendants;
2. All claims of Plaintiff in Intervention, Pat Thomas, shall be and are hereby dismissed with prejudice as to all defendants;
3. All claims of Plaintiff in Intervention, Maureen Parker, shall be and are hereby dismissed with prejudice as to all defendants;
4. The Court finds there is no just reason for delay and expressly directs that final judgment be entered against each of said Plaintiffs in Intervention in accordance with this Order.

DATED: February 15, 1978.

W. Dale Cook

United States District Judge

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FILED

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

FEB 15 1978

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 RICHARD LEE BALLENGER,)
)
 Defendant.)

Civil Action No. 77-C-372-B

JUDGMENT

This matter comes on for consideration this 15th
day of ~~January~~ ^{February}, 1978. The Court being fully advised, the
premises considered, and having examined the Plaintiff's Motion
for Summary Judgment, finds that the Plaintiff is entitled to
judgment against the defendant in the amount of \$5,000, plus
interest from and after the entry of said judgment, according
to law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that
the United States be and is hereby granted judgment against the
defendant, Richard Lee Ballenger, in the amount of \$5,000, plus
interest from and after the entry of this judgment, according
to law.



CHIEF DISTRICT JUDGE

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

TERRY EUGENE McDONALD,
individually, and MILDRED
McDONALD, individually,

Plaintiffs.

vs.

SURETY MANAGERS, INC., a
California corporatin, d/b/a
IMPERIAL INSURANCE COMPANY;
FRED HOPKINS and RALPH JOHNSON,
d/b/a DEES BAIL BOND COMPANY;
WILLIAM DEES, DEWEY WARD, LAURA
MAE TURNER, GEORGE TRENT SPAHR
and FREDDIE MARIE QUICK,

Defendants.

No. 77-C-305

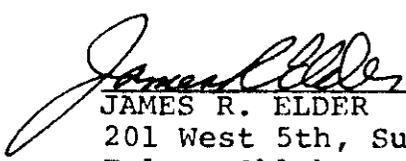
FILED

FEB 13 1978

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

NOTICE OF
DISMISSAL WITHOUT PREJUDICE

COME NOW the Plaintiffs and each of the them and
dismiss the above styled and numbered action as to Ralph
Johnson only, without prejudice.



JAMES R. ELDER
201 West 5th, Suite 500
Tulsa, Oklahoma 74103
Phone: (918) 584-4716

CERTIFICATE OF MAILING

I hereby certify that on the 13 day of February, 1978, I deposited into the United States Mail, with proper postage thereon a true and exact copy of the above and foregoing Dismissal to the following persons:

J. P. Adamson and
J, Martin Tisdell
Attorneys at Law
520 City Plaza West
5310 East 31st
Tulsa, Oklahoma 74135

Hubert Alexander
Attorney at Law
P. O. Box 66
1500 West Main
Jacksonville, Arkansas 72076

Dewey Ward
802 1/2 W. Markham St.
Little Rock, Arkansas

Laura Mae Turner
325 Ray Road
Jacksonville, Arkansas

Freddie Quick
State Women's Penitentiary
Pine Bluff, Arkansas


JAMES R. ELDER

property located in Rogers County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot 19, in Block 6 of LOOKING GLASS ESTATES, a Subdivision in Section 1, Township 21 North, Range 14 East, and Section 6, Township 21 North, Range 15 East of the I.B. & M., according to the recorded plat thereof.

THAT, the Defendants, Ray D. Hancock and Evalean Hancock, did, on the 2nd day of August, 1971, execute and deliver to the United States of America, acting through the Farmers Home Administration, their mortgage and mortgage note in the amount of \$12,260.00 with 7 1/4 percent interest per annum, and further providing for the payment of annual installments of principal and interest.

The Court further finds that the Defendants, Ray D. Hancock and Evalean Hancock, made default under the terms of the aforesaid mortgage note by reason of their failure to make annual 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 \$16,382.93 as of September 1, 1977, plus interest from and after said date at the rate of 7 1/4 percent per annum, until paid, plus the cost of this action, accrued and accruing.

The Court further finds that Defendant, Ruth Leach, individually and as executrix of the estate of Rufus Leach, is entitled to judgment against Defendants, Ray D. Hancock and Evalean Hancock, in the amount of \$857.75, plus 7 percent interest from August 2, 1971, and 10 percent interest from the date of judgment, together with attorney fee and 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, Ray D. Hancock and Evalean Hancock, in personam, for the sum of \$16,382.93 with interest thereon at the rate of 7 1/4 percent

per annum from September 1, 1977, 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 Defendant, Ruth Leach, individually and as executrix of the estate of Rufus Leach, have and recover judgment, in personam, against the Defendants, Ray D. Hancock and Evalean Hancock, in the amount of \$857.75, plus 7 percent interest from August 2, 1971, and 10 percent interest from the date of judgment, together with attorney fee and costs, but that such judgment is subject to and inferior to the first mortgage lien of the Plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that 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 the 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.

J. H. Dale Cook
UNITED STATES DISTRICT JUDGE

APPROVED:

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

Robert L. Mason
ROBERT L. MASON
Attorney for Ruth Leach

FILED

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

FEB 13 1978

ELLIS D. BOYCE and LINDA S.]
BOYCE, husband and wife]
]]
Plaintiffs]]
]]
vs.]]
]]
CHARLES F. CURRY AND COMPANY]]
]]
Defendants]]

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

NO. 77-C-288-C

O R D E R
APPROVING STIPULATION FOR DISMISSAL

This cause having come before the Court pursuant to a Stipulation for Dismissal, and it appearing to the Court that the parties have reached a mutually agreeable settlement of this action, and it further appearing to the Court that such Stipulation should be granted, it is, therefore,

ORDERED, ADJUDGED AND DECREED that the claim of the Plaintiffs, ELLIS D. BOYCE and LINDA S. BOYCE be and the same are hereby DISMISSED WITH PREJUDICE as to the Defendant, CHARLES F. CURRY AND COMPANY.

It is further ORDERED that each party shall bear its own attorney fees and costs incurred in this action.

SO ORDERED THIS 13th DAY OF JANUARY, 1978.

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

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

FILED

110 FEB 10 1978

KATHLEEN McLAUGHLIN,)
)
 Plaintiff,)
)
 -VS-)
)
 A. H. ROBINS CO., INC.,)
)
 Defendant.)

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

No. 76-C-371 - *B* ✓

O R D E R

cause of action & complaint are

FOR GOOD CAUSE SHOWN by all parties hereto, this ~~case is~~ **HEREBY**
DISMISSED with prejudice as to the plaintiff and the parties are FURTHER
ORDERED to request the Multi-District Litigation Court to return the file to
this Court for final disposition.

Allen E. Bennett
UNITED STATES DISTRICT JUDGE

ENTERED: *February 16, 1978*

F I L E D

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FEB 10 1978

UNITED STATES OF AMERICA
By
RAY MARSHALL, Secretary of Labor,
United States Department of Labor,

Plaintiff,

v.

BEARDEN COMPANY, a Corporation,

Defendant,

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

Civil Action File

No. 77-C-386-B

ORDER

The Court has for consideration the Motion for Summary Judgment filed by plaintiff, Ray Marshall, Secretary of Labor, United States Department of Labor. The Court, after having reviewed the entire file, including the exhibits and briefs on file and the recommendations concerning said Motion, and being fully advised in the premises, FINDS:

The plaintiff's Motion for Summary Judgment should be sustained for the reasons stated herein.

This is an action for the recovery of a civil penalty incurred under an act of the United States, more particularly a penalty incurred under the Occupational Safety and Health Act of 1970 (84 Stat. 1590; 29 U.S.C. § 651, et. seq.), hereinafter referred to as the Act, as appears more fully hereinafter.

The plaintiff alleges that on December 23, 1975, the Occupational Safety and Health Review Commission entered a decision finding defendant to be in serious violation of 29 CFR 1926.652(b) and assessing a penalty of \$300.00 therefor. Plaintiff further alleges that defendant failed to appeal the decision of the Occupational Safety and Health Review Commission within the time provided by section 11(a) of the Act (29 U.S.C. 660 (a)). Plaintiff lastly alleges that he has demanded payment from the defendant, but defendant has refused to pay; and therefore demands that judgment be entered against defendant for \$300.00 interest, and costs.

Plaintiff has attached a series of exhibits (A-E) in support of its motion. These exhibits are uncontroverted and

unopposed by defendant.

Plaintiff's exhibit E reflects that defendant and its attorney were both given notice of the Review Commission's decision on December 23, 1975. By defendant's admission, no appeal from that decision was ever taken by defendant.

After a careful review of the exhibits, the Court concludes that there is no genuine issue as to any material fact in this controversy and that the plaintiff is entitled to judgment as a matter of law.

The Court finds that defendant's failure to file its petition for appeal within the time period required by section 11(a) of the Act has made the decision of the Review Commission a final order; and as such, that decision is not subject to review by this Court. Judicial precedent unequivocally reflects that the penalty assessed in this case of \$300.00 is due and owing.

Rule 56, Federal Rules of Civil Procedure, provides in pertinent part:

(a) For Claimant. A party seeking to recover upon a claim, counterclaim, or cross-claim or to obtain a declaratory judgment may, at any time after the expiration of 20 days from the commencement of the action or after service of a motion for summary judgment by the adverse party, move with or without supporting affidavits for a summary judgment in his favor upon all or any part thereof.

. . . . The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories and admissions on file together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

(e) When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading but his response by affidavits or as otherwise provided in this rule must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond summary judgment if appropriate shall be entered against him.

A party moving for summary judgment bears the burden of showing the absence of any genuine issue of fact requiring a trial. Thereupon, the opposing party must offer countervailing evidence that such an issue does exist. Hahn v. Sargent, 523 F.2d 461 (1st Cir. 1975); de Loreaine v. Meba Pension Trust, 499 F.2d 49 (2nd Cir. 1974); Morgan v. Sylvester, 125 F. Supp. 380 (S.D. N.Y. 1954). Applying these principles to this case, the Court finds that the plaintiff has demonstrated the absence of any genuine issue of fact requiring a trial. The defendant has utterly failed to adduce any evidence adduced by the plaintiff.

From a review of the exhibits on file the Court finds that the record is devoid of any act constituting an attempt to file an appeal of the Review Commission decision within the sixty day period allowed; and as such, the plaintiff is entitled to judgment as a matter of law and his Motion for Summary Judgment should be sustained.

IT IS THEREFORE ORDERED that the Motion for Summary Judgment of plaintiff be, and the same is hereby, sustained.

IT IS FURTHER ORDERED that defendant pay to plaintiff the sum of \$300.00 penalty, together with interest thereon at the rate of 9% per annum from the date on which the citation and notification of proposed penalty became a final order of the Occupational Safety and Health Review Commission, and any costs incurred of this action incurred by plaintiff.

Dated this 10th day of February, 1978.

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

FILED

IN THE FEDERAL DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FEB 10 1978

PICADILLY, INC.,)
)
 Plaintiff,)
)
 v.)
)
 CITY OF TULSA, A Municipal)
 Corporation, et al.,)
)
 Defendants.)

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

77-C-503-B

ORDER OF DISMISSAL WITH PREJUDICE

NOW, on this 10th day of February, 1978, the Court finds that the Complainant and the Defendants have entered into and executed an agreement and stipulation of voluntary dismissal of this case, and have applied to the Court for an order dismissing this case with prejudice to the Complainant and at the cost of the Complainant; and the Court finds for good cause shown this case should be dismissed with prejudice to the Complainant and at the cost of the Complainant.

AND IT IS SO ORDERED.

Allen E. Barnard

JUDGE

CERTIFICATE OF MAILING

I, Imogene Harris, do hereby certify that I did cause to be mailed this _____ day of _____, 1978, a full, true and correct copy of the above and foregoing instrument, with postage thereon fully prepaid, to Mitchell D. O'Donnell, Attorney for Plaintiff, Morehead, Savage, O'Donnell, McNulty & Cleverdon, 201 West Fifth, Suite 500, Tulsa, Oklahoma 74103.

FILED

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

FEB 10 1978

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

GLENN E. BRAS,)
)
 Plaintiff)
)
 v.)
)
 FIRST BANK AND TRUST COMPANY OF)
 SAND SPRINGS, et al,)
)
 Defendants)

No. 77-C-483-B ✓

ORDER

Now on this 10th day of February, 1978, the Court finds that this matter should be remanded to the District Court in and for Tulsa County, State of Oklahoma.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff's Motion to Remand is sustained and that this matter is hereby remanded to The District Court in and for Tulsa County, State of Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants' application for costs incurred herein with regard to the attempted removal of this matter to this Court is hereby overruled.

Allen E. Barrow
ALLEN E. BARROW, CHIEF JUDGE
UNITED STATES DISTRICT COURT

APPROVED AS TO FORM:

R. M. Edney
Attorney for plaintiff

Bill Williamson
Attorney for defendants

FILED

IN THE FEDERAL DISTRICT COURT FOR THE FEB 10 1978

NORTHERN DISTRICT OF OKLAHOMA

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

PICCADILLY, INC.,)
)
Plaintiff,)
)
v.)
)
DEWAYNE SMITH and)
ELDON MOZINGO,)
)
Defendants.)

77-C-496-C

ORDER OF DISMISSAL WITH PREJUDICE

NOW, on this 10th day of February, 1978, the Court finds that the Complainant and the Defendants have entered into and executed an agreement and stipulation of voluntary dismissal of this case, and have applied to the Court for an order dismissing this case with prejudice to the Complainant and at the cost of the Complainant; and the Court finds for good cause shown this case should be dismissed with prejudice to the Complainant and at the cost of the Complainant.

AND IT IS SO ORDERED.

14/W. Dale Cook
JUDGE

CERTIFICATE OF MAILING

I, Imogene Harris, do hereby certify that I did cause to be mailed this _____ day of _____, 1978, a full, true and correct copy of the above and foregoing instrument, with postage thereon fully prepaid, to Mitchell D. O'Donnell, Attorney for Plaintiff, Morehead, Savage, O'Donnell, McNulty & Cleverdon, 201 West Fifth, Suite 500, Tulsa, Oklahoma 74103.

FILED

FEB 10 1978

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

IN THE FEDERAL DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JOHN L. BARTON, JR.,)
)
Plaintiff,)
)
v.)
)
DAN W. HALL and)
DEWAYNE SMITH,)
)
Defendants.)

77-C-497-C

ORDER OF DISMISSAL WITH PREJUDICE

NOW, on this 10th day of February, 1978, the Court finds that the Complainant and the Defendants have entered into and executed an agreement and stipulation of voluntary dismissal of this case, and have applied to the Court for an order dismissing this case with prejudice to the Complainant and at the cost of the Complainant; and the Court finds for good cause shown this case should be dismissed with prejudice to the Complainant and at the cost of the Complainant.

AND IT IS SO ORDERED.

18/H-Dale Cook
JUDGE

CERTIFICATE OF MAILING

I, Imogene Harris, do hereby certify that I did cause to be mailed this _____ day of _____, 1978, a full, true and correct copy of the above and foregoing instrument, with postage thereon fully prepaid, to Mitchell D. O'Donnell, Attorney for Plaintiff, Morehead, Savage, O'Donnell, McNulty & Cleverdon, 201 West Fifth, Suite 500, Tulsa, Oklahoma 74103.

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

GLENN E. BRAS,)
)
 Plaintiff)
)
 v.)
)
 FIRST BANK AND TRUST COMPANY OF)
 SAND SPRINGS,)
)
 Defendant)

No. 77-C-482-C

FILED

FEB 10 1978 *pk*

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

ORDER

Now on this 10th day of February, 1978, the Court finds that this matter should be remanded to the District Court in and for Tulsa County, State of Oklahoma.

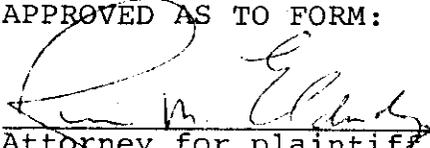
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff's Motion to Remand is sustained and that this matter is hereby remanded to The District Court in and for Tulsa County, State of Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant's application for costs incurred herein with regard to the attempted removal of this matter to this Court is hereby overruled.

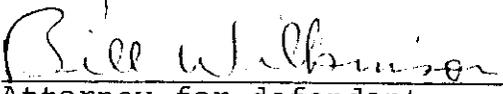


H. DALE COOK
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:



Attorney for plaintiff



Attorney for defendant

Lot Three (3), Block One (1), YAHOLA HEIGHTS
ADDITION to the City of Tulsa, Tulsa County,
State of Oklahoma, according to the recorded
plat thereof.

THAT the Defendants, Ronald Owen Sanders and Kathleen L. Sanders, did, on the 5th day of December, 1969, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$10,000.00 with 8 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that Defendants, Ronald Owen Sanders and Kathleen L. Sanders, 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 \$9,749.02 as unpaid principal with interest thereon at the rate of 8 percent per annum from October 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, Ronald Owen Sanders and Kathleen L. Sanders, in rem, for the sum of \$9,749.02 with interest thereon at the rate of 8 percent per annum from October 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, Calvin M. Lyles and First State Bank of Catoosa now First Bank of Catoosa.

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.

S/Allen L. Barrow
UNITED STATES DISTRICT JUDGE

APPROVED

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

FEB 8 1978 110

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

JOHNNY J. JOHNSTON, d/b/a/)
 Johnston's Texaco Service Station,)
)
 Plaintiff,)
)
 vs)
)
 TEXACO INC., a Delaware corporation)
 LEON LAMBERT, individually, and)
 LAMBERT OIL COMPANY, an Oklahoma)
 corporation,)
)
 Defendants.)

No. 76-C-639-B ✓

O R D E R

The Court has for consideration the Motions to Dismiss of the Defendants, Texaco Inc., (Texaco), Leon Lambert, Individually (Lambert) and Lambert Oil Company, (Lambert Oil), has carefully examined the entire file, the briefs, and the recommendation thereon, and being fully advised in the premises, finds:

That the Motions to Dismiss of each of the Defendants should be sustained for the following reasons.

This is an action for treble damages based on alleged violations of the antitrust laws of the United States by the Defendant, Texaco, and the Defendants, Lambert, and Lambert Oil, allegedly resulting in injuries to the Plaintiff's service station business which Plaintiff claims entitles him to recover treble damages by virtue of Title 15 U.S.C. §15.

Plaintiff alleges that he is an individual residing in Sapulpa, Oklahoma, where he conducts a service station business within Sapulpa, Oklahoma; that the Defendant, Lambert, resides near Sapulpa; that the Defendant, Lambert Oil is an Oklahoma corporation with its principal office located in Sapulpa, Oklahoma; and that the Defendant Texaco is a Delaware corporation with an area business office located in Tulsa, Oklahoma, and is licensed to do business in the State of Oklahoma.

Plaintiff alleges that Lambert and Lambert Oil are one and the same person and, therefore, those defendants will be referred to as "Lambert" hereafter.

Plaintiff alleges that Lambert had been acting as a jobber and distributor for Texaco for many years and supplied

Texaco products under the Texaco label to the Plaintiff at his two service stations in Sapulpa, Oklahoma; that following the Arab Oil Embargo in the fall of 1972, the major oil companies, including the Defendant, Texaco, entered into voluntary allocation programs guaranteeing to their distributors and service station operators a volume of gasoline equal to the volume of gasoline received during the months of 1972, that thereafter Texaco supplied Lambert volumes of gasoline equal to or greater than the monthly allocations; and that the Defendants, and each of them, did unfairly, illegally and conspiratorially fail in their duty to Plaintiff by denying Plaintiff his equitable supply of gasoline from January 1, 1973 through November 30, 1974.

The Plaintiff then details in his allegations the amount of gasoline and other products he would have retailed through his service stations had he received gasoline from Defendants, and overcharges for gasoline he did receive for the periods involved herein, to-wit: January 1, 1973 through November 30, 1974, to reach an alleged loss of actual profits and overcharges in the amount of \$211,753.81, which, when trebled, totals \$635,261.43.

Defendants contend that the Complaint fails to state a claim against any of the defendants upon which relief can be granted, and that the Court lacks jurisdiction because the Complaint fails to allege facts showing that any of the defendants have violated the antitrust laws of the United States or any provision thereof. Title 15 U.S.C. §15 provides as follows:

"Any person who shall be injured in his business or property by reason of anything forbidden in the antitrust laws may sue therefor in any district court of the United States in the district in which the defendant resides or is found or has an agent, without respect to the amount in controversy, and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney's fee."

Defendants argue that the three essential conjunctive elements of a private treble damage action under Section 15 are:

- (1) A violation of the antitrust laws;
- (2) Injury to plaintiff's business or property proximately caused by such violation; and
- (3) Measurable damage.

Alexander v. Texas Company, 165 F. Supp. 53 (D.C.W.D.La. 1958).

The following authority is cited by defendants for the proposition that the Complaint must allege ultimate facts from which it may be determined, or at least inferred, that the conduct of the Defendants was unreasonably calculated to restrain the free flow of interstate commerce to the prejudice of the public interest. Bailey's Bakery, Ltd. v. Continental Baking Company, 235 F. Supp. 705 (D.C.D. Hawaii 1964); Broadcasters, Inc. v. Morristown Broadcasting Corporation, 185 F. Supp. 641 (D.C.D.N.J. 1960). See also Shotkins v. General Electric Co. 171 F.2d 236, (10th Cir. 1948).

Defendants also contend that numerical paragraph 6 of Plaintiff's First Amended Complaint, which alleges that the conduct of the Defendants was in violation of the antitrust laws is a conclusionary allegation and is, therefore, insufficient. Alexander v. Texas Company, supra; Broadcaster's, Inc. v. Morristown Broadcasting Corporation, supra.

Defendants further argue that an antitrust plaintiff must establish the necessary connection with interstate commerce in either of two ways: By demonstrating that the alleged anti-competitive conduct occurred in interstate commerce, or by showing that the conduct, though wholly intrastate, had a substantial effect on interstate commerce. Greenville Publishing Company, Inc. v. Daily Reflector, Inc., 496 F.2d 391 (4th Cir. 1974).

The Defendants point out that the First Amended Complaint fails to allege a single ultimate fact which demonstrates that the alleged anti-competitive conduct occurred in interstate commerce or had any effect whatsoever on interstate commerce, in that, the First Amended Complaint shows on its face that all of the acts complained of actually occurred in intrastate commerce and that the

effects of such acts would be entirely local in character.

In essence, those allegations are:

1. Plaintiff operates two retail gasoline service stations in Sapulpa, Oklahoma.
2. Lambert operates retail gasoline service stations in the area of Tulsa and Sapulpa, Oklahoma.
3. Lambert is a distributor of Texaco gasoline and formerly sold gasoline to plaintiff for resale at plaintiff's two stations in Sapulpa.
4. Lambert discontinued deliveries of gasoline to plaintiff's stations and the gasoline formerly delivered to plaintiff was sold by Lambert through Lambert's stations in Sapulpa.

These allegations, even if true, do not disclose a violation of the antitrust laws of the United States. In Alexander v. Texas Company, supra, the trial court dismissed the complaint brought under 15 U.S.C. § 15, and in doing so the Court said:

Assuming, arguendo, that Texaco did participate in a price-fixing conspiracy, it is not alleged that interstate commerce was affected one iota. Gasoline was, and is, as available to the public as it ever was. The flow of gasoline in interstate commerce was not diminished in the slightest. Accordingly, it would be ridiculous to say that Texaco's conduct 'unduly restricted the free flow of interstate commerce,' within the rationale of Kinnear-Weed."

In McJunkin v. Richfield Oil Corporation, 33 F.Supp. 466 (N.D.Cal. 1940), the plaintiff operated a retail gasoline service station for which the gasoline was supplied by defendant, Richfield Oil Corporation. Pursuant to an alleged combination or conspiracy between Richfield and defendant, Standard Oil Company of California, Richfield terminated the gas sales contract with the plaintiff and discontinued gasoline deliveries. In dismissing the complaint brought under Title 15 U.S.C. § 15, the trial court stated:

"It will be noted that the complaint fails to allege any combination or conspiracy having as its object the restraint either of interstate trade or commerce in general, or the restraint of any interstate transaction in which plaintiff was an interested party.

Nor are any facts alleged showing any such restraint. The most that is alleged in the complaint is a conspiracy designed and operating to prevent the sale and delivery, under a contract, of gasoline to petitioner at his service station located in this state, by Richfield Oil Corporation, a resident of this state. So far as appears from the complaint, the restraint complained of was directed to a purely local, intra-state movement of gasoline. At least, it does not affirmatively appear from the complaint that the sale and delivery of gasoline to petitioner which was allegedly interfered with by the concerted acts of the defendants, involved any movement of gasoline in interstate commerce as an integral part thereof. That the agreement for the sale and delivery of the gasoline may have indirectly caused a movement in interstate commerce is, under the decisions, not enough to constitute the sale and delivery under the agreement an interstate transaction. * * * *

"The complaint, it is true, states that the acts complained of were done in violation of the Sherman Act. But such an allegation, even under the liberalized rules of pleading in effect since the adoption of the new Federal Rules of Civil Procedure, 28 U.S.C.A. following section 723c, cannot take the place of allegations from which it can be determined whether or not the law mentioned was in fact violated. * * * "

In his response to the Motions to Dismiss of the Defendants, the Plaintiff argues that he has alleged facts showing that the sale of gasoline did occur in interstate commerce and that such sales constituted a substantial effect on interstate commerce. However, such allegations appear only in numerical paragraph 6 of Plaintiff's First Amended Complaint and they are insufficient, particularly in the face of the other facts alleged therein, to wit: That Plaintiff operates two service stations in the Sapulpa, Oklahoma area and was directly supplied with gasoline by Lambert, who restricts his dealership to the Sapulpa, Oklahoma, area. Further, there are no allegations of any conspiracy having as its object the restraint either of interstate trade or commerce in general, or the restraint of any interstate transaction in which Plaintiff was an interested party. Nor are any facts alleged showing any such restraint. Thus, there are no allegations of ultimate facts showing any violation of antitrust laws.

IT IS, THEREFORE, ORDERED that the Motions to Dismiss of the Defendants, Texaco, Inc., Leon Lambert, Individually and Lambert Oil Company be and they are hereby sustained.


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

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

FILED

FEB 7 1978

EDMUND D. ZAYAT, d/b/a E.D. ZAYAT)
& ASSOCIATES, and INTERVIEWERS)
INCLUSIVE, AN AFFILIATE OF E.D.)
ZAYAT & ASSOCIATES,)

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

Plaintiff,)

vs.)

No. 76-C-569-B

SOUTHWESTERN BELL TELEPHONE)
COMPANY, A Missouri Corporation,)

Defendant.)

ORDER OF DISMISSAL

This matter coming on for hearing on this 7th day of
February, 1978, upon the Stipulation for
Dismissal entered into by and between the Plaintiff, Edmund
D. Zayat, and the Defendant, Southwestern Bell Telephone
Company, and upon the joint application of Plaintiff and
Defendant for an order of dismissal of the captioned cause,
with prejudice to the filing of a future action. Upon said
Stipulation and the application of the parties for said
Order, and the Court being advised that the parties have
settled and compromised the above styled cause:

IT IS ORDERED, ADJUDGED AND DECREED:

1. That the above entitled cause ^{of action & Complaint are} dismissed, with
prejudice to the filing of a future action.
2. That no costs shall be taxed against either party,
Plaintiff to bear the costs he has expended to
date and Defendant to bear the costs it has
expended to date.

Alan E. Barnew

United States District Judge

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

OKLAHOMA ORDNANCE WORKS AUTHORITY,)
an Oklahoma public trust,)
)
Plaintiff,)
)
-vs-)
)
ROBERT A. BELSKY,)
)
Defendant.)

No. 77-C-340-B ✓

FILED

FEB 7 1978 K

ORDER OF DISMISSAL

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

Upon the motion of the Plaintiff for a Dismissal of this action
with prejudice,

IT IS HEREBY ORDERED that this case, ^{inclusive} ~~exclusive~~ of all causes of
~~and complaint~~ action, shall be and hereby is dismissed with prejudice.

DATED this 7th day of February, 1978.

Allen E. Barrow

ALLEN 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

PATRICIA W. BINGHAM,)
)
Plaintiff,)
)
vs.)
)
RUSSELL BRIDGES, sometimes)
known as LEON RUSSELL,)
)
Defendant.)

No. 77-C-42-C

FILED

FEB 7 1978

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

J U D G M E N T

The Court on the 7th day of February, 1978,
filed its Findings of Fact and Conclusions of Law, which are
hereby incorporated herein and made a part of its Judgment.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment
be entered in favor of the plaintiff, Patricia W. Bingham,
and against the defendant, Russell Bridges, and that total
damages be entered in favor of the plaintiff and against the
defendant in the amount of \$6,041.66, in light of this
Court's Findings of Fact and Conclusions of Law.

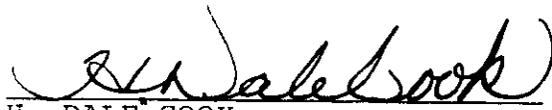
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this
Judgment shall be an equitable lien on the following described
real property:

Tract I: Beginning at a point in the East bundary of the NW/4
SW/4 SE/4 of Section 4, Township 23 North, Range 22 East of the
Indian Base and Meridian and 167 feet South of the Northeast
corner thereof; thence South 43° 30' West 92.5 feet; thence West
108.2 feet; thence South 61° 25' West 429.5 feet; thence South
53° 00' West 138.0 feet to a point in the West boundary of said
NW/4 SW/4 SE/4 and 104.1 feet North of the Southwest corner;
thence South along the West boundary to a point in the East
boundary of the SE/4 SE/4 SW/4 and 452.6 feet North of the South-
east corner thereof; thence South 73° 47' East 46.7 feet; thence
North 82° 54' East 331.5 feet; thence North 47° 58' East 247.8
feet; thence North 44° 20' East 185 feet approximately to a
point in the East boundary of the NW/4 SW/4 SE/4; thence North
along the East boundary 350 feet to the point of beginning,
containing approximately 6 acres, more or less, subject to flowage
easement of G.R.D.A. and subject to Delaware County road easement.

Tract II: A part of the SE/4 SW/4 of Section 4, Township 23
North, Range 22 East of the Indian Base and Meridian as follows,
to-wit: Beginning on the 750 foot contour line of the G.R.D.A.
Survey at a point 555.9 feet South of the Northeast corner of

said SE/4 SW/4; thence South 53° 00' West 255.1 feet; thence South 25° 17' East 121.3 feet; thence South 75° 47' East 156.9 feet to a point in the East boundary of said SE/4 SW/4 and 862.9 feet South of the Northeast corner thereof; thence in a Northerly direction along the East boundary to the point of beginning, containing one acre, more or less, subject to flowage easement of G.R.D.A.

It is so Ordered this 7th day of February, 1978.



H. DALE COOK

United States District Judge

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

CHARLES WHITEBOOK, Nominee,)
)
Plaintiff,)
)
vs.)
)
RON McGINNIS,)
)
Defendant.)

77-C-391-B

FILED

FEB 7 1978

JOURNAL ENTRY
JUDGMENT BY DEFAULT

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

NOW on this 1st day of February, 1978, this matter having been regularly assigned for disposition, comes on to be heard in its regular order; Plaintiff appears by his Attorney, H. Tom Hendren, and the Defendant appears not.

The Court having reviewed the Files, Finds: That the above entitled action was commenced in the District Court of Tulsa County, Oklahoma; that process was duly served on Defendant on the 24th day of August, 1977; that Defendant thereafter filed his Petition for Removal to this Court on September 19, 1977; that Defendant's Answer was due in this matter on September 24, 1977; that Defendant has failed to answer and has failed otherwise to plead herein; that Defendant is in default; and that Plaintiff is entitled to judgment as prayed in his Petition.

The Court, after hearing Statements of Plaintiff's Counsel, and after examination of Plaintiff's sworn Affidavit, and the exhibits attached thereto, furthur Finds: That Plaintiff, between August 1, 1976, and September 15, 1976, was the holder of a perfected security interest in all inventory located on the premises of Tulsa Surplus Sales, situated at 7500 Charles Page Boulevard, Tulsa, Oklahoma; that Defendant had no right, title or interest in the inventory of N. J. Skipper, doing business as Tulsa Surplus Sales; that said security interest /of the Plaintiff was duly perfected and was superior to any interest of Defendant in said inventory, and that by the terms of his Security Agreement, Plaintiff, at that time, had a security interest in and was entitled to possession of all of said inventory by reason of default of the Debtor-Mortgagor of said inventory.

The Court further Finds: That during said period of time, Defendant, by or through his agents, with knowledge that the Debtor, N. J. Skipper, d/b/a Tulsa Surplus Sales was insolvent and preparing his to file his Voluntary Petition

in Bankruptcy, went onto the premises of Tulsa Surplus Sales and removed and converted portions of said inventory, in the total value of \$45,000.00; and, that said conversion was willful and with deliberate intent to deprive Plaintiff of property to which Plaintiff had a security interest and right of possession; that said conversion of this property was willful and malicious, by reason of which Plaintiff is entitled to exemplary damages, over and above his actual damages in the sum of \$25,000.00.

IT IS BY THE COURT THEREFORE ORDERED and DECREED that the Plaintiff, Charles Whitebook, Nominee, have and recover and he is hereby granted Judgment against the Defendant, Ron McGinnis, in the sum of \$45,000.00 as actual damages, with interest thereon at the rate of 10% per annum from September 15, 1976, to date in the sum of \$6,167.50; the additional sum of \$25,000.00 as exemplary damages, and a reasonable Attorney's fee in the sum of \$7,500.00, or a total Judgment of \$83,667.50, and Costs of this Action; which Judgment shall bear interest at the rate of 10% per annum until fully paid; for all of which let execution issue.

Dated this 7th day of February, 1978.

Allen E. Benson

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

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

FEB 6 1978 10

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

GEORGIE JOSEPHINE CONWAY,)
)
 Plaintiff,)
)
 vs.)
)
 HUDGINS TRUCK RENTAL, INC.,)
 and DELBERT L. ALLEN,)
)
 Defendants.)

No. 77-C-218-B

DANNY CONWAY, Administrator of the)
 Estates of Sheila Conway, Deceased,)
 Teresa Conway, Deceased, a minor, and)
 Danny Conway, Jr., Deceased, a minor,)
)
 Plaintiff,)
)
 vs.)
)
 HUDGINS TRUCK RENTAL, INC.,)
 and DELBERT L. ALLEN,)
)
 Defendants.)

No. 77-C-216-B

ORDER OF DISMISSAL

Now on this 7th day of February, 1978, the joint appli-
cation for dismissal of the parties comes on for consideration.
The Court finds that said causes have been amicably settled and
fair and reasonable consideration paid in full settlement, release
and satisfaction of the plaintiffs' causes of action set forth in
the complaints herein, and that the plaintiffs have accepted said
sum in full satisfaction, release and discharge of their causes
of action and the Court finds that said dismissal should be ap-
proved.

IT IS THEREFORE ORDERED that these cases be and the same
are hereby dismissed with prejudice.

Allen E. Barrow
UNITED STATES DISTRICT JUDGE

APPROVED:
[Signature]

Attorneys for Plaintiffs

[Signature]
Attorney for Defendants

FILED

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

FEB 6 1978

KAREN CONWAY, by and through her)
mother and next friend, GEORGIE)
JOSEPHINE CONWAY,)
)
Plaintiff,)
)
vs.)
)
HUDGINS TRUCK RENTAL, INC.,)
and DELBERT L. ALLEN,)
)
Defendants)

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

No. 77-C-217-B

ORDER OF DISMISSAL WITHOUT PREJUDICE

The joint application for dismissal without prejudice of the plaintiff and defendants this 6th day of February, 1978, came on for consideration. The Court finds the parties are in the process of entering into an amicable settlement and that in doing so this action will be filed in the District Court of Mayes County to place the matter under the superintending control of the District Court of Mayes County in keeping with Title 12, Oklahoma Statutes, §83.

IT IS THEREFORE ORDERED that this case be and the same is hereby dismissed without prejudice.


UNITED STATES DISTRICT JUDGE

APPROVED: 
Jefferson G. Greer

Grady S. Cornett
Attorneys for Plaintiff

Thomas R. Brett
Attorney for Defendants

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

FILED

AUTOMOTIVE DIVISION OF FRAM)
CORPORATION, a corporation,)
)
Plaintiff,)
)
vs.)
)
HENRY OIL CO., a corporation,)
)
Defendant.)

FEB 3 1978

No. 76-C-461-² Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER DISMISSING ACTION

The motion of plaintiff for dismissal of the above entitled action without prejudice having regularly come on for hearing and it appearing to the Court that plaintiff desires to dismiss this action for the reason that defendant has been adjudicated a bankrupt and the debt sued upon herein was a duly listed and discharged debt,

IT IS HEREBY ORDERED that the above entitled ^{Cause of and Complaint} action/be and the same ^{is} hereby dismissed without prejudice.

Dated this 3rd day of February, 1978.


JUDGE OF THE U.S. DISTRICT COURT

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

FILED

FEB 3 1978

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
 vs.)
)
 BRYAN B. BRASWELL, ET AL.,)
)
 Defendants.)

Civil Action No.
77-C-408-B

JUDGMENT OF FORECLOSURE

THIS MATTER comes on for consideration this 3rd
day of February, 1978, the plaintiff appearing by
Robert P. Santee, Assistant United States Attorney; the defen-
dant First National Bank and Trust Company of Tulsa, a corpor-
ation, appearing by its attorney, Paul B. Naylor, of Naylor &
Williams, Inc.; and the defendants Bryan B. Braswell, Bonnie
S. Braswell, and General Electric Credit Corporation appearing
not.

The Court, being fully advised and having examined the
file herein, finds that Bryan B. Braswell and Bonnie S. Braswell
were served with Summons and Complaint on October 14, 1977; and
that First National Bank and Trust Company of Tulsa, a corporation,
and General Electric Credit Corporation were served with Summons
and Complaint on October 3, 1977; as appears from the Marshal's
Returns of Service filed herein.

It appears that the defendant First National Bank and
Trust Company of Tulsa, a corporation, has duly filed its Answer
and Cross-Petition on October 13, 1977; and that the defendants
Bryan B. Braswell, Bonnie S. Braswell, and General Electric Credit
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 secur-
ing real property located in Tulsa County, Oklahoma, within the

Northern Judicial District of Oklahoma:

The East 42 feet of Lot Seven (7) and the West 38 feet of Lot Eight (8), Block One (1), Pace Addition to the Town of Skiatook, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

THAT the defendants Bryan B. Braswell and Bonnie S. Braswell did, on the 28th day of October, 1975, execute and deliver to the United States of America, acting through the Farmers Home Administration, their mortgage and mortgage note in the amount of \$18,890.00, with 8-1/8 percent interest per annum, and further providing for the payment of annual installments of principal and interest.

The Court further finds that the defendants Bryan B. Braswell and Bonnie S. Braswell made default under the terms of the aforesaid mortgage note by reason of their failure to make annual 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 \$20,391.16 as of June 23, 1977, plus interest from and after said date at the rate of 8-1/8 percent per annum, until paid, plus the cost of this action, accrued and accruing.

The Court further finds that First National Bank and Trust Company, a corporation, is entitled to judgment against Bryan B. Braswell in the amount of \$290.95, together with interest thereon at the rate of 1-1/2 percent per month from July 2, 1975, an attorney's fee of \$175.00, court costs accrued and accruing, and all other relief that the Court may deem proper, but that such judgment should 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 Bryan B. Braswell and Bonnie S. Braswell, in personam, for the sum of

\$20,391.16 as of June 23, 1977, plus interest from and after said date at the rate of 8-1/8 percent per annum, 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 First National Bank and Trust Company of Tulsa, a corporation, have and recover judgment against defendant Bryan B. Braswell in the amount of \$290.95, together with interest thereon at the rate of 1-1/2 percent per month from July 2, 1975, an attorney's fee of \$175.00, and court costs accrued and accruing; and that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

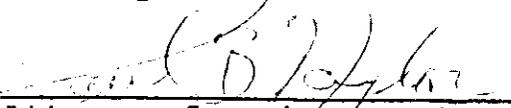
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property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

5/Allen L. Barrow
Chief Judge, United States District
Court, Northern District of Oklahoma

APPROVED:


ROBERT P. SANTEE, Asst. U.S. Attorney
Attorney for Plaintiff


Attorney for First National
Bank and Trust Company of Tulsa

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

FILED

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 BUDD A. HIRONS)
 A/K/A BUD HIRON, ET AL.,)
)
 Defendants.)

FEB 3 1978

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

Civil Action No.

77-C-406-B

JUDGMENT OF FORECLOSURE

THIS MATTER comes on for consideration this 3rd day of February, 1978, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney; the defendant Hope Lumber & Supply, a corporation, appearing by its attorney, Joseph F. Lollman; the defendant Sooner Federal Savings and Loan Association appearing by its attorneys, Houston and Klein, Inc. by Edward L. Jacoby; and the defendants Budd A. Hirons a/k/a Bud Hiron, and Martha L. Hirons appearing not.

The Court, being fully advised and having examined the file herein, finds that Budd A. Hirons a/k/a Bud Hiron, and Martha L. Hirons were served with Summons and Complaint on October 7, 1977; that Hope Lumber & Supply, a corporation, was served with Summons and Complaint on September 27, 1977; and that Sooner Federal Savings and Loan Association was served with Summons and Complaint on September 27, 1977, as appears from the Marshal's Returns of Service filed herein.

It appears that the defendant Sooner Federal Savings and Loan Association has duly filed its Answer and Cross-Petition on October 20, 1977; that the defendant Hope Lumber & Supply, a corporation, has duly filed its Disclaimer on October 19, 1977; and that defendants Budd A. Hirons a/k/a Bud Hiron, and Martha L. Hirons 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, covering the following-described real property located in Mayes County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Numbered 2, in Block Numbered 6, in the Incorporated Town of Pryor Creek, Mayes County, State of Oklahoma, according to the U.S. Government Plat and Survey thereof; and Lot Numbered 18, in Block Numbered 1, in the J.Z. Hogan Addition to the Incorporated Town of Pryor Creek, Mayes County, State of Oklahoma, according to the Official, Recorded Plat and Survey thereof.

THAT the defendants Budd A. Hirons and Martha L. Hirons did, on the 23rd day of January, 1974, execute and deliver to the United States of America, acting through the Farmers Home Administration, their mortgage and mortgage note in the amount of \$10,500.00, with 8-1/2 percent interest per annum, and further providing for the payment of annual installments of principal and interest.

The Court further finds that the defendants Budd A. Hirons and Martha L. Hirons made default under the terms of the aforesaid mortgage note by reason of their failure to make annual 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 \$12,327.92 as of June 2, 1977, plus interest from and after said date at the rate of 8-1/2 percent per annum, until paid, plus the cost of this action, accrued and accruing.

The Court further finds that Sooner Federal Savings and Loan Association is entitled to judgment against Budd A. Hirons and Martha L. Hirons in the amount of \$4,745.22, plus interest at the rate of ten percent per annum from January 19, 1977; plus an attorney's fee of \$574.00, and all its costs in this action, but that such judgment should 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 Budd A. Hiron a/k/a Bud Hiron and Martha L. Hiron, in personam, for the sum of \$12,327.92 as of June 2, 1977, plus interest from and after said date at the rate of 8-1/2 percent per annum, 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 Sooner Federal Savings and Loan Association have and recover judgment against defendants Budd A. Hiron and Martha L. Hiron in the amount of \$4,745.22, plus interest at the rate of ten percent per annum from January 19, 1977; plus an attorney's fee of \$574.00, and all its costs in this action, 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.

5/Allen C. Barrow

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

APPROVED:

Robert P. Santee

ROBERT P. SANTEE
Assistant United States Attorney
Attorney for Plaintiff

Edward L. Jacoby

HOUSTON AND KLEIN, INC.
By Edward L. Jacoby
Attorneys for Sooner Federal
Savings and Loan Association

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

METROPOLITAN LIFE INSURANCE)
COMPANY, a Corporation,)
)
Plaintiff)
)
vs.)
)
LINDA SIMON, Administratrix)
of the Estate of Carnell)
Simon, Deceased; et al.,)
)
Defendants)

No. 77-C-384-B

FILED

FEB 3 1978

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

ORDER SUSTAINING INTERPLEADER; GRANTING JUDGMENT ON THE PLEADINGS
ON BEHALF OF LINDA SIMON, ADMINISTRATRIX OF THE ESTATE OF CARNELL
SIMON; GRANTING DEFAULT JUDGMENT ON BEHALF OF PLAINTIFF AGAINST
CERTAIN DEFENDANTS; AND FIXING ATTORNEY'S FEES AND COSTS

This cause came on to be heard on ~~January~~ ^{February} 1, 1978,
Plaintiff and Defendants Linda Simon, Administratrix of the Estate
of Carnell Simon, Linda Simon, individually, and Janis Jones,
appearing by their respective counsel, and Plaintiff having moved
the Court to grant default judgment against Defendants Cleo Simon,
Shirley M. Wilson, Maeola Tucker, Jack Simon, Albert Simon and Ola
Mae Turner; and Defendants Linda Simon, Administratrix of the
Estate of Carnell Simon, Deceased, Linda Simon, and Janis Jones
having moved the Court for judgment on the pleadings; and it
appearing to the Court that the Court has jurisdiction over the
subject matter and all parties herein and that all Defendants
have been notified of Plaintiff's Motion for Default Judgment;
and that the Defendants Cleo Simon, Shirley M. Wilson, Maeola
Tucker, Jack Simon, Albert Simon and Ola Mae Turner were served
with Complainant's Summons in this action, and that the time
within which the aforementioned Defendants could answer or
otherwise move as to the Complaint is expired, and that the
Defendants have not answered or otherwise entered any appearance
in this action; and it appearing to the Court that Plaintiff
should be discharged from further liability herein and awarded
its costs and attorney's fees as against the money deposited in
the registry of this Court by the Plaintiff; and it appearing

that Defendants Linda Simon, Administratrix of the Estate of Carnell Simon, Deceased, Linda Simon and Janis Jones' joint motion for judgment on the pleadings should be granted; and it further appearing that Plaintiff has expended costs in this Court in the sum of \$ 94.76 and that a reasonable attorney's fee for Plaintiff is the sum of \$550.00.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

- (1) That Plaintiff's Motion for Default Judgment against Defendants Cleo Simon, Shirley M. Wilson, Maeola Tucker, Jack Simon, Albert Simon and Ola Mae Turner is granted.
- (2) That Plaintiff be and it is hereby discharged from any and all liability in this cause as the result of the tender which it has made to the registry of this Court and Plaintiff is hereby awarded the sum of \$ 646.76 out of said fund as its allowance for its costs and attorney's fees, which allowance shall be paid to Plaintiff by the Clerk of this Court out of such funds on deposit; and such payment, when made, shall be taxed as Court costs; and
- (3) That Defendants Linda Simon, Administratrix of the Estate of Carnell Simon, Deceased, Linda Simon and Janis Jones' Motion for Judgment on the pleadings is hereby granted and that Defendant, Linda Simon, Administratrix of the Estate of Carnell Simon, Deceased, has the right to receive all funds on deposit in the registry of this Court after payment of the applicable court costs, and that the Clerk of this Court shall pay the sums of \$ 19,951.64 to Linda Simon, Administratrix of the Estate of Carnell Simon, Deceased.



JUDGE ALLEN E. BARROW, Chief Judge
UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

DATED: February 3, 1978.
January 3, 1978.

APPROVED AS TO CONTENT AND FORM:

GABLE, GOTWALS, RUBIN, FOX,
JOHNSON & BAKER, INC.

By *Glenn Ford*
GLENN M. FORD
Attorneys for Plaintiff
2010 Fourth National Building
Tulsa, Oklahoma 74119
582-9201

Mitchell E. Shamas
MITCHELL E. SHAMAS
Attorney for Defendants Linda Simon,
Administratrix of the Estate of
Carnell Simon, Deceased, Linda
Simon, and Janis Jones

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

JOSEPH H. BOUNTFORD AND
MARKLEY IMPLEMENT BOUNTFORD,
PLAINTIFFS,

v.

POPLARVILLE MANUFACTURING COMPANY
AND MARKLEY IMPLEMENT, INCORPORATED,
DEFENDANTS.

No. 77-C-441-C

FILED

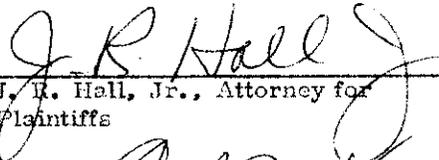
FEB - 2 1978

Ed. C. Silver, Clk.
U. S. DISTRICT COURT

STIPULATION FOR
DISMISSAL

It is hereby stipulated by the Attorneys for the Plaintiffs
and for the Defendants that the above entitled action be
discontinued and dismissed without prejudice and without
cost to either party.

Dated this 25th day of January, 1978.



J. R. Hall, Jr., Attorney for
Plaintiffs



Alfred E. Knight, Attorney for
Defendant, Poplarville
Manufacturing Company



Richard D. Gibben, Attorney for
Defendant, Markley Implement,
Incorporated

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

LOUISE RAPER and
MICKEY BOGGS, now BRAY,

Plaintiffs,

vs.

ITE IMPERIAL CORPORATION,

Defendant.

No. 77-C-96-C

FILED

FEB 1 1978

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

ORDER

NOW on this 1st day of February, 1978, upon the Stipulation
for Dismissal filed herein, the above styled cause of action is dismissed
with prejudice without cost or attorney fees to either party.

W. H. Dale Cook
UNITED STATES DISTRICT JUDGE

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

In the Matter of)
EASTLAND MALL SHIPPING)
CENTER, INC.,)
Debtor,)
GORDON A. TAYLOR, et al.,)
Trustees of Guardian Mortgage)
Investors,)
Creditor,)
-vs-)
EASTLAND MALL SHOPPING CENTER,)
INC.,)
Debtor.)

No. 76-C-88-B

FILED

FEB 1 1978

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

ORDER DISMISSING APPEAL

Upon application of appellants, Gordon A. Taylor, et al., Trustees of Guardian Mortgage Investors, the Court hereby orders dismissed the appeal in the above-referenced matter, with each party bearing its own costs.

Allen E. Barrow
ALLEN E. BARROW, Chief Judge
U.S. District Court, Northern
District of Oklahoma

DATED this 1st day of February, 1978.