

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

HELENE SHAHAN, )  
 )  
 Plaintiff, )  
 ) No. 80-C-324-BT  
 -vs- )  
 )  
 RCA MUSIC SERVICE, INC., )  
 and )  
 CORPORATE COLLECTION SERVICE, )  
 INC., )  
 )  
 Defendants. )

FILED  
FEB 27 1981  
Jack C. Silver, Clerk:  
U. S. DISTRICT COURT

ORDER OF DISMISSAL

AS TO CORPORATE COLLECTION SERVICE, INC.

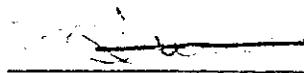
The attorneys for the plaintiff, Helene Shahan, and the defendant, Corporate Collection Service, Inc., having informed the Court that the plaintiff desires to dismiss its cause of action against the defendant, Corporate Collection Service, Inc., and having hereto agreed to a settlement of all issues between the plaintiff and the defendant, Corporate Collections Services, Inc., and the attorneys for the respective parties having approved this Order by their signatures affixed thereon,

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by this Court, that the case of Helene Shahan v. Corporate Collection Service, Inc., only, is dismissed with prejudiced to the refileing of this action, and both parties herein shall bear their own costs.

Dated this 27<sup>th</sup> day of Sept, 1980.

  
JUDGE

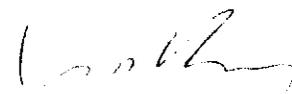
ENTERED THIS 2 day of Nov, 1980.

  
Jack C. Silver, Clerk  
Clerk

By: P. J. Turner

APPROVED:

  
Frank L. Thompson, Attorney for  
Plaintiff 501 Thompson Building,  
Tulsa, Oklahoma

  
Don E. Gasaway, Attorney for  
defendant, Corporate Collection  
Service, Inc., P. O. Box 2905  
Tulsa, Oklahoma



UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America, )  
 )  
Plaintiff, ) CIVIL ACTION NO. 79-C-213-Bt  
 )  
vs. ) Tracts Nos. 223C and  
 ) 223C-2  
 )  
1.50 Acres of Land, More or )  
Less, Situate in Washington )  
County, State of Oklahoma, )  
and Robert L. Gorham, et al., )  
and Unknown Owners, )  
 )  
Defendants. )

**FILED**

**FEB 27 1981**

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

J U D G M E N T

1.  
Now, on this 27<sup>th</sup> day of Feb., 1981, this  
matter comes on for disposition on application of the Plaintiff,  
United States of America, for entry of judgment on a Burial Agree-  
ment and a Stipulation As To Just Compensation, wherein the parties  
have agreed upon the just compensation to be awarded herein, and  
the Court, after having examined the files in this action and  
being advised by counsel for Plaintiff, finds:

2.

This judgment applies to the entire estate condemned  
in Tracts Nos. 223C and 223C-2, as such estate and tracts are  
described in the Complaint filed in this action.

3.

This 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.

5.

The Acts of Congress set out in Paragraph 2 of the Com-  
plaint herein give the United States of America the right, power  
and authority to condemn for public use the property described in  
such Complaint. Pursuant thereto, on April 12, 1979, the United

States of America filed its Complaint seeking to condemn such described property, and title to the described estate in such property should be vested in the United States of America.

6.

On the date of filing of this case the land involved in this case was used as a cemetery, known as Busby Cemetery. However, there never had been any formal dedication for cemetery purposes, and Robert L. Gorham and Rosalie Gorham were the owners of record of Tract No. 223C. These owners have appeared herein demanding that they be paid just compensation for the taking of their property.

7.

As of the date of filing, the owners of all interests in the subject tracts other than that specified in paragraph 6 above, were the persons whose names are shown below in paragraph 13. These persons were made parties defendant in this case and served with notice, but none of them has made any appearance in this case.

8.

No deposit of estimated monetary compensation was made when this case was filed.

9.

Before this case was filed the Plaintiff and the Trustees of Busby Cemetery Association executed an agreement (set forth on pages 61 thru 64 of Exhibit "E" attached to the Complaint filed herein) whereby the parties thereto agreed, among other things, that no monetary compensation would be paid to such trustees, for the estate taken in subject property inasmuch as all expenses to be incurred in the relocation of the Busby Cemetery would be paid by the Plaintiff.

The said agreement should be approved.

10.

A new reinterment site for the relocation of the graves located upon the subject tracts has been acquired by Plaintiff and title to such site has been conveyed to the Trustees of Busby

Cemetery Association.

All bodies and last remains buried in all graves located on subject tracts have been disinterred, removed, and reinterred in new graves in the new reinterment site in accord with the relocation plan set forth in Exhibit "E" attached to the Complaint filed in this case.

All expenses of such site acquisition, disinterment, removal, and reinterment have been paid by the Plaintiff.

11.

A Stipulation As To Just Compensation for the interest of Robert L. Gorham and Rosalie Gorham in the subject property was executed by said owners and the Plaintiff, and such stipulation was filed herein on February 24, 1981.

12.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power and authority to condemn for public use Tracts Nos. 223C and 223C-2, as such tracts are particularly described in the Complaint filed herein; and such tracts, to the extent of the estate described in such Complaint, are condemned; and title thereto is vested in the United States of America, as of the date of filing this judgment, and all defendants herein and all other persons interested in such estate are forever barred from asserting any claim to such estate.

(The estate taken herein, and hereby vested in the Plaintiff, includes all burial and visitation easements and rights in the Busby Cemetery, and the grave sites situated on the subject land.)

13.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of filing, the owners of the estate condemned herein in subject tracts were the defendants whose names appear below, and the interest held by each was as follows:

TRACT NO. 223C

1. Robert L. Gorham and  
Rosalie Gorham:

Owned the fee simple title, but subject to perpetual use of such tract as a cemetery.

2. Trustees of Busby Cemetery Association:

Owned the right to operate a cemetery on such tract.

3. Next of kin of deceased buried in 125 known graves situated on such tract: (List of those known is set forth in the Complaint.)

Owned the right of burial in and visitation to such graves.

TRACT NO. 223C-2

1. United States of America:

Owned the fee simple title pursuant to deed from Robert L. Gorham and wife, but subject to perpetual use of such tract as a cemetery.

2. Trustees of Busby Cemetery Association:

Owned the right to operate a cemetery on such tract.

All of these defendant owners except Robert L. Gorham and Rosalie Gorham are wholly in default in this case.

14.

It Is Further ORDERED, ADJUDGED and DECREED that the agreement between some of the parties, as described above in paragraph 9, hereby is approved, and the relocation of the Busby Cemetery to the new reinterment cemetery, the conveyance of title to such new site, the disinterment and removal of all bodies and last remains found in the graves located on the subject tracts and the reinterment of such bodies and last remains in new graves in the new reinterment site, all at Plaintiff's expense, as described in Paragraph 9 above, are held to constitute just compensation for all interests in the estates taken by the Plaintiff in this action, other than the interest of Robert L. Gorham and Rosalie Gorham.

15.

It Is Further ORDERED, ADJUDGED, and DECREED that the Stipulation As To Just Compensation described above in paragraph 11, hereby is approved, and the award of just compensation for the interest in the subject tracts owned by Robert L. Gorham and Rosalie Gorham, is \$400.00.

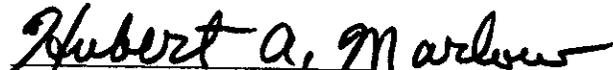
16.

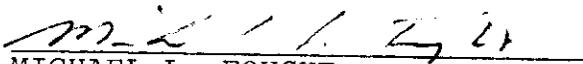
It Is Further ORDERED that the Plaintiff shall pay into the Registry of this Court the sum of \$400.00, and such sum then

shall be paid by the Clerk of this Court, jointly, to Robert L. Gorham and Rosalie Gorham.

  
UNITED STATES DISTRICT JUDGE

APPROVED:

  
HUBERT A. MARLOW  
Assistant United States Attorney

  
MICHAEL L. FOUGHT  
Attorney for Defendants,  
Robert L. Gorham and Rosalie Gorham





Petitioner states he has filed his Written Notice of Appeal and Designation of Record in anticipation of petitioning the Court of Criminal Appeals for the State of Oklahoma for Writ of Certiorari. Petitioner admits he has not exhausted all remedies available to him in the Courts of the State of Oklahoma with respect to his claim and alleges that this habeas corpus action is timely inasmuch as "[i]t is unlikely that an appeal to the Court of Criminal Appeals would be resolved in less than a year during which time petitioner would be forced to remain in custody."

A Show Cause Order has not been entered nor a hearing had due to the fact the Petition on its face reveals petitioner is not entitled to the relief he requests.

A Petition for Writ of Habeas Corpus may not be granted unless it is shown that the petitioner "...has exhausted the remedies available in the courts of the State, or that there is either an absence of available State corrective process or the existence of circumstances rendering such process ineffective to protect the rights of the prisoner." 28 U.S.C. §2254(b).

The process of perfecting an appeal to an appellate court necessarily takes a certain amount of time to accomplish. Appeals do not occur instantaneously, and therefore a court reviewing a petitioner's complaint of unjustified delay in processing an appeal should first determine the length of the delay in a particular case. In this case there has been no delay--only petitioner's claim he anticipates a delay of at least a year. This Court is aware that an inordinate, excessive and inexcusable delay may very well amount to a denial of due process cognizable in federal court. Way v. Crouse, 421 F.2d 145 (10th Cir. 1970); Smith v. State of Kansas, 356 F.2d 654 (10th Cir. 1966), cert. den. 389 U.S. 871, 88 S.Ct. 154, 19 L.Ed.2d 151 (1967); Parker v. State of Texas, 464 F.2d 527 (5th Cir. 1972). Petitioner's claim is premature.

For the reasons stated above, petitioner's Petition for Writ of Habeas Corpus is dismissed without prejudice for failure to exhaust state procedure.

IT IS SO ORDERED.

ENTERED this 26<sup>th</sup> day of February, 1981.



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THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

UNITED STATES OF AMERICA, )

Plaintiff, )

vs. )

CIVIL ACTION NO. 79-C-507-BT )

WILLIAM E. COUCH, JR., LEA ANN )  
COUCH, COUNTY TREASURER, Tulsa )  
County, Oklahoma, and BOARD OF )  
COUNTY COMMISSIONERS, Tulsa )  
County, Oklahoma, )

Defendants. )

**FILED**

**FEB 25 1981**

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 25  
day of February, 1981, the Plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney; the Defendants, County  
Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners,  
Tulsa County, Oklahoma, appearing by their attorney, John F. Reif,  
Assistant District Attorney; and, the Defendants, William E. Couch,  
Jr. and Lea Ann Couch, appearing not.

The Court being fully advised and having examined  
the file herein finds that Defendants, County Treasurer, Tulsa  
County, Oklahoma, and Board of County Commissioners, Tulsa County,  
Oklahoma, were served with Summons, Complaint, and Amendment to  
Complaint on October 25, 1979; that Defendant, Lea Ann Couch, was  
served with Summons, Complaint, and Amendment to Complaint on  
December 10, 1979; and, that Defendant, William E. Couch, Jr.  
was served with Summons, Complaint, and Amendment to Complaint  
on August 20, 1979, and October 29, 1979, respectively; all as  
appears on the United States Marshal's Service herein.

It appearing that the Defendants, County Treasurer,  
Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa  
County, Oklahoma, have duly filed their Answers herein on November 13,  
1979; and, that Defendants, William E. Couch, Jr. and Lea Ann Couch,

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

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

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

THAT the Defendants, William E. Couch, Jr. and Lea Ann Couch, did, on the 27th day of April, 1976, execute and deliver to the United States of America acting through the Farmers Home Administration, their mortgage and mortgage note in the sum of \$23,000.00 with 8 1/2 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that Defendants, William E. Couch, Jr. and Lea Ann Couch, 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 principal sum of \$22,590.14 plus accrued interest of \$2,886.77 as<sup>of</sup> February 9, 1981, plus interest from and after said date at the rate of \$5.2607 per day until paid, plus the cost of this action accrued and accruing.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Defendants, William E. Couch, Jr. and Lea Ann Couch, the sum of \$28.00 plus interest according to law for personal property taxes for the year(s) 1978 only and that Tulsa County should have judgment, in rem, for said amount, but that such judgment is subject to and inferior to the first mortgage lien of the Plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment against Defendants, William E. Couch, Jr. and Lea Ann Couch, in personam, for the principal sum of \$22,590.14 plus accrued interest of \$2,886.77 as of February 9, 1981, plus interest from and after said date at the rate of \$5.2607 per day until paid, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County of Tulsa have and recover judgment, in rem, against Defendants, William E. Couch, Jr. and Lea Ann Couch, for the sum of \$ 28.00 as of the date of this judgment plus interest thereafter according to law for personal property taxes, but that such judgment is subject to and inferior to the first mortgage lien of the Plaintiff herein.

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

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

S/ THOMAS R. BRETT

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UNITED STATES DISTRICT JUDGE

APPROVED:

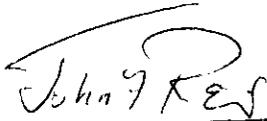
UNITED STATES OF AMERICA

HUBERT H. BRYANT  
United States Attorney



---

ROBERT P. SANTEE  
Assistant United States Attorney



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JOHN F. REIF  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer, Tulsa County,  
and Board of County Commissioners,  
Tulsa County, Oklahoma

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

WESTERN WORLD INSURANCE )  
COMPANY, INC., a foreign )  
insurance corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
COY BLAGG WRECKING COMPANY, )  
an Oklahoma partnership; DYKE )  
EXPLOSIVE SERVICE COMPANY, INC., )  
an Oklahoma Corporation; )  
HENRY PARKER, an individual )  
d/b/a A & A WRECKING COMPANY; )  
DEBRA COE, individually and )  
as mother and next friend of )  
FREDERICK C. COE, IV, and )  
ZACHARY A. COE, minors; and )  
MICHAEL T. SHIREMAN and DOROTHY )  
J. SHIREMAN, individually and as )  
husband and wife; and FEDERATED )  
MUTUAL INSURANCE COMPANY, an )  
insurance corporation, )  
 )  
Defendants. )

**FILED**

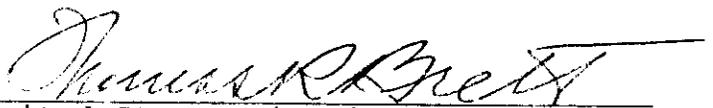
FEB 25 1981 *pt*

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

No. 80-C-325-BT ✓

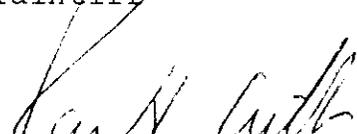
O R D E R

On this 25<sup>th</sup> day of Feb, 1981, the Joint Motion to Dismiss by Western World Insurance Company, Incorporated, and Defendant and Counter-claimant, Dyke Explosive Service Company, Incorporated, came on before the Court for hearing. The Court sustained said motion and hereby orders the complaint of Western World Insurance Company, Incorporated dismissed without prejudice and the counter-claim of Dyke Explosive Service Company, Incorporated dismissed without prejudice.

  
United States District Judge for  
the Northern District of Oklahoma

APPROVAL AS TO FORM:

  
C. JACK MAMER, Attorney for  
Plaintiff

  
Ray H. Wilburn, Attorney for  
Defendant, Coy Blagg Wrecking  
Company

# United States District Court

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION FILE NO. 79-C-380-BT

Gary Lay, Carl Mayfield, and  
 Bennie Ray Sanders,  
 Plaintiffs,  
 vs.  
 The St. Paul Insurance Company,  
 Defendant.

JUDGMENT

This action came on for trial before the Court and a jury, Honorable Thomas R. Brett  
 , United States District Judge, presiding, and the issues having been duly tried and  
 the jury having duly rendered its verdict, finding for the defendant, The St. Paul  
 Insurance Company, and against plaintiffs Gary Lay, Carl Mayfield, and Bennie  
~~XXXXXXXXXXXXXXXXXXXX~~ Ray Sanders.

IT IS THEREFORE ORDERED AND ADJUDGED that judgment is hereby  
 entered in favor of the defendant, The St. Paul Insurance Company, and  
 against the plaintiffs, Gary Lay, Carl Mayfield, and Bennie Ray Sanders,  
 plus all costs of this action.

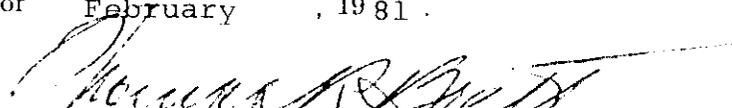
**FILED**

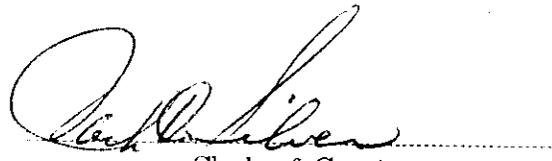
**FEB 24 1981**

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

Dated at Tulsa, Oklahoma, this 24th day

of February, 1981.

  
 THOMAS R. BRETT  
 UNITED STATES DISTRICT JUDGE

  
 Clerk of Court  
 JACK C. SILVER

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

**FEB 24 1981**

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 EDWARD A. SAAVEDRA, )  
 )  
 Defendant. )

CIVIL ACTION NO. 80-C-695-C

NOTICE OF DISMISSAL

COMES NOW the United States of America, Plaintiff herein,  
by and through its attorney, Robert P. Santee, Assistant United  
States Attorney for the Northern District of Oklahoma, and  
hereby gives notice of its dismissal, pursuant to Rule 41,  
Federal Rules of Civil Procedure, of this action, without prejudice.

Dated this 24th day of February, 1981.

UNITED STATES OF AMERICA

HUBERT H. BRYANT  
United States Attorney



ROBERT P. SANTEE  
Assistant United States Attorney

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

ELVESTER GENE GOREE, )  
)  
Plaintiff, )

vs. )

WILLIAMS PLAZA HOTEL, WESTERN )  
HOTEL & TOURIST HOTELS, )

No. 82-C-687-E ✓

FILED  
FEB 23 1991 Ag

O R D E R

The Court has before it for consideration Defendant's motion to dismiss this action on the grounds that the complaint fails to state a claim upon which relief can be granted. The Defendant states to the Court that the statute under which Plaintiff states his claim makes no provision for money damages but only provides for injunctive relief and further that Plaintiff failed to allege he was denied accommodations. The Defendant filed a brief in support of its motion.

The Plaintiff responded to Defendant's motion by stating that he has also filed, within his initial complaint, an action for slander whereby damages are recoverable. Plaintiff in addition alleged that the complaint contained the allegations of his race.

In a motion to dismiss for failure to state a claim under Rule 12(b)(6) of the Fed.R.Civ.Pro., the allegations of the complaint must be taken as true. Cruz v. Beto, 405 U.S. 319, 92 S.Ct. 1079, 31 L.Ed.2d 263 (1972); Reeves v. City of Jackson, Mississippi, 532 F.2d 491 (Fifth Cir. 1976). Further, "[A] complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the Plaintiff can prove no set of facts in support of his claim which would entitle him to relief." Conley v. Gibson, 355 U.S. 41, 78 S.Ct. 99, 2 L.Ed.2d 80 (1957); Scheuer v. Rhodes, 416 U.S. 232, 94 S.Ct. 1683, 40 L.Ed.2d 90 (1974).

In addition, pro se complaints are held to less stringent standards than formal pleadings drafted by lawyers. Haines v. Kerner, 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972).

42 U.S.C. § 2000 a provides generally that all persons shall be entitled to equal enjoyment of accommodation without discrimina-

tion on the ground of race, color, religion or national origin. This section does not allow a private remedy for damages and the only relief available is injunctive relief. Battle v. Dayton-Hudson Corp., 399 F.Supp. 900 (D.C. Minn. 1975); Anderson v. Pass Christian Isles Golf Club, Inc., 488 F.2d 855 (Fifth Cir. 1974). Actions for damages are not directly authorized under the act. Newman v. Piggie Park Enterprises, Inc., 390 U.S. 400, 88 S.Ct. 964, 19 L.Ed.2d 1263 (1968) (dictum); Battle v. Dayton-Hudson Corp., supra. Plaintiff did not request injunctive relief under this section, therefore the complaint fails to state a claim for relief under this section. In addition, the act provides that any person denied rights because of his race is a proper Plaintiff. The Plaintiff in this case in addition did not allege that he is a member of a protected class, that he was deprived of accommodations or that the injury complained of was due to the class he belongs to. The Plaintiff fails to allege the elements in his complaint necessary to state a claim under 42 U.S.C. § 2000 a. Therefore the Defendant's motion to dismiss for failure to state a claim pursuant to Fed.R.Civ.Pro., Rule 12(b)(6) is hereby granted.

The Plaintiff in his complaint additionally alleged slander as a cause of action. The Plaintiff alleged that the assistant manager told him "the room was so messed up that the maid took eight to ten hours to clean it up." This in itself is not sufficient to allege a cause of action for slander. Even under the liberal rules of pleading in force under the Fed.R.Civ.Pro., Rule 8, a complaint must not only define the issue but also particularize it sufficiently to enable the Defendant to prepare his defense. Gulf Western Oil v. Trapp, 165 F.2d 343 (Tenth Cir. 1948). Rule 9, Fed.R.Civ.Pro. requires pleading special matters in particularity and should read in conjunction with Rule 8. See Wright & Miller, Civil § 1291. The established rule for determining the validity of a petition in a slander or libel suit is that where a statement or writing is not libelous or slanderous per se, recovery is dependent on allegations of special damages. Haynes v. Alverno Heights, 515 P.2d 568 (Okla. 1973). The term per se means 'by itself'. A

statement is actionable per se when the language used is susceptible of but one meaning, and on its face the derogatory statements taken as a whole refer to the Plaintiff alone. Fite v. Okla. Publishing Co., 293 P. 1073 (Okla. 1930). The alleged words spoken in Plaintiff's complaint do not constitute slander per se. Therefore the Court must look to whether the Plaintiff specifically plead the facts and circumstances and supporting proof of special damages in order to state a claim for slander. M.F. Patterson v. Wadley, 401 F.2d 167 (Tenth Cir. 1968). The petition in this case does not state how the so-called special damages of mental anguish, mental distress and others were occasioned, or that the special damages were even the natural and proximate cause of the statement complained of. In an action for slander or libel, if the alleged defamatory words are not actionable upon their face and there is not a sufficient allegation of special damages, then dismissal is proper. See Edwards v. Crane, 292 P.2d 1034 (Okla. 1956); see also Drummond v. Spero, 750 F.Supp. 844 (D. Vt. 1972); Thompson v. Kickhalfer, 71 F.R.D. 115 (F.D. Wis. 1976). Therefore the Court will hereby dismiss Plaintiff's cause of action for slander.

IT IS THEREFORE THE ORDER OF THIS COURT That Defendant's motion to dismiss without prejudice this action on the grounds that the complaint fails to state a claim upon which relief can be granted.

It is so Ordered this 23<sup>rd</sup> day of February, 1981.

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

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

FOWLER EQUITY EXCHANGE, )  
a corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
JAMES BRASHER, individually )  
and d/b/a BRASHER TRUCKING )  
COMPANY, )  
 )  
Defendants. )

FILED

FEB 23 1981

No. 80-C-683-E

ORDER OF DISMISSAL

NOW, on this 23<sup>rd</sup> day of February, 1981, the  
above styled and numbered cause of action coming on for  
hearing before the undersigned Judge, upon the Application  
for Order of Dismissal of the plaintiff and defendant herein;  
and the Court having examined the pleadings and said application  
and being fully advised in the premises, is of the opinion  
that said cause should be dismissed with prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the  
Court that the above styled and numbered cause be and the  
same is hereby dismissed with prejudice.

S/ JAMES O. ELLISON

\_\_\_\_\_  
JUDGE

FILED

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

FEB 23 1981

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

WYOMONT PARTNERS, a Wyoming  
partnership, )  
)  
Plaintiff, )  
)  
vs. )  
)  
INTERNATIONAL PATENT DEVELOPMENT )  
CORPORATION, a Nevada corporation, )  
LAWRENCE G. BROWN and FACET )  
ENTERPRISES, INC., a Delaware )  
corporation, )  
)  
Defendants. )

No. 79-C-724-E

O R D E R

The Court has before it for consideration at this time various motions brought by the Defendants, with the exception of the Defendant Facet which is, at this point, no longer an interested party in this action, the only claim against it having been rendered moot sometime ago.

Lawrence G. Brown and International Patent Development Corporation ("IPD") have moved the Court to quash the service of process on both Brown and IPD pursuant to Rule 12(b)(5), Fed.R.Civ.Pro.; to dismiss this action for lack of in personam jurisdiction over them, pursuant to Rule 12(b)(2), Fed.R.Civ.Pro.; to dismiss this action for improper venue under Rule 12(b)(3), Fed.R.Civ.Pro.; and to dismiss the First, Second, Third and Fourth Claims of the Plaintiff for failure to state a claim upon which relief can be granted, pursuant to Rule 12(b)(6), Fed.R.Civ.Pro. Defendants also present two alternatives to the Court, and ask that this action be transferred to the United States District Court for the District of Nevada, pursuant to 28 U.S.C. § 1404(a), or that these proceedings be stayed pending the final determination of the case of International Patent Development Corp. v. Wyomont Partners, Norman J. Hayes, George Cooke and James Castenberg, Case No. CV-R-80-13 BRT, presently pending in the United States District Court for the District of Nevada.

This case, as well as others, arises, in an ultimate sense, from the efforts of certain individuals and corporations to develop and market what appears (or what, at one time, appeared) to be a

promising invention - the cam-driven bicycle. Unfortunately, instead of spawning a bicycle, their efforts have spawned litigation, remarkable in both volume and complexity. Due to the business interrelationships between the various corporations and individuals involved, it is sometimes easy to confuse the pending cases, which must be kept distinct, at least at this stage. It is the Court's belief that a short review of the cases will aid in the discussion to follow.

Facet Enterprises, Incorporated, brought suit in this Court against IPD and Brown, Case No. 79-C-613-E, Facet Enterprises, Inc. International Patent Development Corp. and Lawrence G. Brown. This case put simplistically, involves the problems between Facet, IPD, and Brown arising from their efforts to license patents and commence the commercial production and marketing of the cam-driven bicycle. This action was commenced on October 1, 1979.

The action in which these motions are pending, Wyomont Partners v. International Patent Development Corp., Lawrence G. Brown, and Facet Enterprises, Inc., Case No. 79-C-724-E, was commenced on December 19, 1979. \* At this point, it will suffice to say that this action essentially involves claims by one alleged joint venturer against the others, and a claim under the Securities and Exchange Act of 1934.

In the State of Nevada, on, apparently, December 4, 1979, an action was filed in state court styled International Patent Development Corp. v. Wyomont Partners, Norman J. Hayes, George Cook, and James Castenberg, No. 79-9166. This case was, on January 14, 1980, removed to the United States District Court for the District of Nevada, Case No. CV-R-80-13-BRT. The basis of this case is an action for declaratory judgment, involving the validity of the agreement entered into between the parties. This case had in it at the time of removal, a third claim revolving around tortious interference with a business relationship, but that claim was subsequently severed by the District Court there and transferred to this Court. The Court notes that the Counterclaim filed in Nevada on March 11, 1980, is the same as the Complaint in the case now before this Court.

The severed and transferred claim became, in this Court, Case No. 80-C-279-E, International Patent Development Corp. v. Wyomont Partners, Norman J. Hayes, George Cook, and James Castenberg, having been received and filed by the Clerk of this Court on May 16, 1980.

Having set the stage and identified the players, the Court now turns its attention to the pending motions.

Insofar as this motion goes to the service on Brown on December 20, 1979, the Court can do nothing but conclude that Brown was, at that time, immune from service. It is uncontroverted that Brown arrived in Oklahoma on December 19, 1979, and departed on December 21, 1979, or that his sole purpose in being in this state at that time was to appear as a witness and party-defendant in Case No. 79-C-613, which was then set for hearing before this Court on an application for preliminary injunction. Plaintiff has not responded to Brown's arguments on this point. It is this Court's conclusion that under the established authorities, Brown was immune from service on December 20, 1979, and this purported personal service upon Brown in this District must be quashed. See Stewart v. Ramsay, 242 U.S. 128, 37 S.Ct. 44 (1916); 4 Wright & Miller, Federal Practice and Procedure §§ 1076-1081. This conclusion does not, however, answer the question raised by the Defendants' motion, in that Brown was served by certified mail at his residence in Hawaii on December 27, 1979, and IPD was served by certified mail directed to David E. Cox in Reno, Nevada, on December 26, 1979. The question, then, to be addressed resolves itself to this: are the contacts of IPD and Brown with the State of Oklahoma sufficient to permit this Court to exercise in personam jurisdiction over them and issue extraterritorial process, in this action. The Court would emphasize "in this action" because there appears to be some confusion over which contacts with Oklahoma are relevant to this proceeding, and which are not.

Jurisdiction in this case is invoked, at least as to all but the claim under the Securities and Exchange Act of 1934, under 28 U.S.C. § 1332.

Inquiry into the propriety of in personam jurisdiction requires the analysis of two distinct questions: (1) does a statute or rule exist by which the exercise of jurisdiction is authorized, and (2) is the exercise of such jurisdiction consistent with the standards of constitutional due process. J.E.M. Corp. v. McCellan, 462 F.Supp. 1246 (D.Kan. 1978); see also World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 100 S.Ct. 559 (1980). See Stillings Transp. Corp. v. Robert Johnson Grain & Molasses Co., 413 F.Supp. 410 (N.D.Okla. 1975).

Oklahoma's "Long Arm" statutes are found at 12 Okla. Stat. §§ 187 and 1701.03.

Section 187 provides, in pertinent part:

(a) Any person, firm, or corporation ... who does, or who has done, any of the acts hereinafter enumerated, whether in person or through another submits himself, or shall have submitted himself, and if an individual his personal representative, to the jurisdiction of the courts of this State as to any cause of action arising or which shall have arisen, from the doing of any said acts: (1) the transaction of any business within this STATE ... (Emphasis added).

Section 1701.03 provides as follows:

(a) A court may exercise personal jurisdiction over a person, who acts directly or by an agent, as to a cause of action or claim for relief arising from the person's: (1) transacting any business in this state; (Emphasis added).

A federal court, of course, must look to state law to determine whether in personam jurisdiction over nonresident defendants exists. Doyn-Aircraft, Inc. v. Wylie, 443 F.2d 579 (Tenth Cir. 1971); Standard Life & Acc. Ins. Co. v. Western Finance, Inc., 436 F.Supp. 843 (W.D.Okla. 1977); Jem Engineering & Mfg., Inc. v. Toomer Electrical Co., 413 F.Supp. 481 (N.D.Okla. 1976). The authorization for this Court's exercise of in personam jurisdiction is found in 12 Okla. Stat. §§ 187 and 1701.03. See Perkins v. Benguet Consolidated Mining Co., 342 U.S. 437, 72 S.Ct. 413 (1952); Burchett v. Bardahl Oil Co., 470 F.2d 793 (Tenth Cir. 1972); Timberlake v. Summers, 413 F.Supp. 708 (W.D.Okla. 1976); Federal National Bank & Trust Co. of Shawnee v. Moon, 412 F.Supp. 644 (W.D.Okla. 1976).

The statutes quoted supra clearly indicate that the transaction of any business within the State of Oklahoma, will give rise to the authorization for the exercise of in personam jurisdiction if the cause of action asserted can be said to have arisen from the transaction occurring within this state. If this is, in fact, the situation presented here, the only remaining question is whether the exercise of jurisdiction is permitted under the standards of due process. See Jem Engineering & Mfg. Inc., v. Toomer Electrical Co., supra; World-Wide Volkswagen Corp. v. Woodson, supra; Vacu-Maid, Inc. v. Covington, 530 P.2d 137 (Okla.Ct. App. 1974).

It is also established that the burden of proof here rests upon the Plaintiff as the party asserting the existence of jurisdiction, Wilshire Oil Company v. Riffe, 409 F.2d 1277 (Tenth Cir. 1969); Standard Life & Acc. Ins. Co. v. Western Finance, Inc., supra; Radiation Researchers, Inc. v. Fischer Industries, Inc., 70 F.R.D. 561 (W.D.Okla. 1976).

The test to be applied in such cases is well known. The defendant must have minimum contacts with the forum such that the maintenance of the suit does not offend "traditional notions of fair play and substantial justice." World-Wide Volkswagen Corp. v. Woodson, supra; Kulko v. California Superior Court, 436 U.S. 84, 98 S.Ct. 1690 (1978); Shaffer v. Heitner, 433 U.S. 186, 97 S.Ct. 2569 (1977); International Shoe Co. v. Washington, 326 U.S. 310, 66 S.Ct. 154 (1945). This test offers only general guidelines, to be applied to the facts of each case. It is not a "formula automatically determinative of every case." Barnes v. Wilson, 580 P.2d 991, 994 (Okla. 1978). In Kulko v. California Superior Court, supra, the Supreme Court said:

Like any standard that requires a determination of "reasonableness," the "minimum contacts" test of International Shoe is not susceptible of mechanical application; rather, the facts of each case must be weighed to determine whether the requisite "affiliating circumstances" are present ... We recognize that this determination is one in which few answers will be written "in black and white." The grays are dominant and even among them the shades are innumerable.

436 U.S. at 92, 98 S.Ct. at 1697 (citations omitted).

It is clear that the Oklahoma long-arm statutes were intended to extend the jurisdiction of Oklahoma courts over nonresidents to the outer limits permitted by the due process requirements of the United States Constitution. Burchett v. Bardahl Oil Co., *supra*; CMI Corp. v. Costello Constr. Corp., 454 F.Supp. 497 (W.D. Okla. 1977); Timberlake v. Summers, *supra*; Jem Engineering & Mfg., Inc. v. Toomer Electrical Co., *supra*; Barnes v. Wilson, *supra*; Fields v. Volkswagen of America, Inc., 555 P.2d 48 (Okla. 1976); Carmack v. Chemical Bank New York Trust Co., 536 P.2d 897 (Okla. 1975); Yankee Metal Products Co. v. District Court, 528 P.2d 311 (Okla. 1974); Fidelity Bank, N.A. v. Standard Industries, Inc., 515 P.2d 219 (Okla. 1973); Vemco Plating, Inc. v. Denver Fire Clay Co., 496 P.2d 117 (Okla. 1972); Hines v. Clendenning, 465 P.2d 460 (Okla. 1970); Crescent Corp. v. Martin, 443 P.2d 111 (Okla. 1968); Simms v. Hobbs, 411 P.2d 503 (Okla. 1966); Marathon Battery Co. v. Kilpatrick, 418 P.2d 900 (Okla. 1965); Gregory v. Grove, 547 P.2d 400 (Okla.App. 1975), modified 547 P.2d 381 (Okla. 1976); Vacu-Maid, Inc. v. Covington, *supra*. Extension to the "outer limits," however, does not imply the negation of all limits, *see* World-Wide Volkswagen Corp. v. Woodson, *supra*.

In weighing the facts of the case to determine whether the requirements of due process are met, the Court must consider the totality of contacts between the nonresident defendant and the State of Oklahoma. Standard Life & Acc. Ins. Co. v. Western Finance, Inc., *supra*; Federal National Bank & Trust Co. of Shawnee v. Moon, *supra*; Carmack v. Chemical Bank New York Trust Co., *supra*; Crescent Corp. v. Martin, *supra*; Gregory v. Grove, *supra*.

With these principles in mind, the Court must now turn to an examination of the contacts and their relationship to this action.

The Agreement between Wyomont and IPD, the March 3, 1977, agreement, provides, essentially, that the Wyomont partners were to make payments to IPD, for which they were to receive in return certain percentages of the gross earnings of IPD. IPD, and Brown, warranted in the agreement that IPD had the sole right to exploit

patents in the "bicycle, brake and archery areas." The Agreement specifically provides that IPD is not precluded from "entering into any agreements with other entities for the exploitation of these patent rights." The Agreement also provides for certain stock options, seats for Wyomont representatives on the Board of Directors of IPD, semi-annual accountings by IPD to Wyomont and free access to the books and records of IPD.

The First, Second, Third, and Fourth Claims of the Plaintiff herein are based upon this agreement and the relationship between the parties, and seek an accounting, the recovery of sums allegedly converted by Brown and IPD to their own use, damages, and either the termination of the alleged joint venture or injunctive relief.

Plaintiff, in its response brief, points to certain contacts between Defendants and the State of Oklahoma, which, Plaintiff argues, support the exercise of jurisdiction over Defendants. Brown and IPD negotiated and entered into a licensing agreement with Facet Enterprises in Tulsa, Oklahoma, and under this agreement, Facet made payments to IPD. It also appears that Brown entered into a consulting agreement with Facet, in Tulsa, under which Facet paid monies to Brown. In the course of performance under the consulting agreement, Brown personally visited Tulsa, as well as having contact with Facet in Tulsa, both by mail and by telephone. An additional agreement, a design and development agreement, was entered into, again in Tulsa, between Facet, Brown, and IPD, and performance was made under this agreement, including the supplying of sketches and designs by Brown to Facet in Tulsa. Other negotiations, involving a sub-license, were also entered into between Brown, IPD, and Facet.

Plaintiff, in addition, argues that Brown and IPD have been sued in Tulsa by Facet, and have not raised the issue of jurisdiction in that case, Case No. 79-C-613, now pending before this Court.

It is obvious from the contacts mentioned above that Brown and IPD would have no basis to contest the jurisdiction of this Court, as to an action brought by Facet, alleging breaches of the

agreements entered into in this state. In Case No. 79-C-613, Facet's cause of action against the Defendants IPD and Brown clearly arises out of their having transacted business within this state. Wyomont's cause of action, as asserted in the instant case, is not so clearly connected with this state. The action of Brown and IPD in this state were such they could reasonably foresee and anticipate being sued here by Facet, see World-Wide Volkswagen v. Woodson, supra, but that is not the same as saying that they could have foreseen that they would be sued here by Wyomont.

Wyomont's first four claims against IPD and Brown are grounded upon the Agreement of March 3, 1977, which was not negotiated or entered into in Oklahoma. In the absence of the relationship allegedly created by this agreement, Defendants owe no duty whatsoever to Wyomont. Wyomont cannot base a cause of action against IPD and Brown on the contracts made between Facet, IPD and Brown. Indeed, the Agreement of March 3, 1977, expressly allows such agreements. The essence of Plaintiff's claim herein is not that Brown and IPD harmed Wyomont by entering into agreements with Facet in Tulsa, but rather that Brown and IPD breached their fiduciary duties owed to their joint venturers. Had agreements been made between Defendants and Facet, and had the joint venturers properly accounted for and paid out the profits realized therefrom (assuming, for the moment, that Plaintiff's allegations are true) there would be no basis for the first four claims of the Complaint. Where and how Defendants came into monies is immaterial to Plaintiff's cause of action; it is the alleged failure to account that lies at the heart of the matter, and there are no allegations that that took place within this state.

Under the two-step analysis outlined in its discussion of the relevant law, the Court concludes that the first question, whether a statute exists authorizing the exercise of jurisdiction in this case, must be answered in the negative. It is the Court's opinion that the cause of action asserted herein by Plaintiff in its First, Second, Third, and Fourth Claims does not arise from the business

transacted in this state by the Defendants. Therefore, the Court concludes that it does not, in this case, have the authority to exercise in personam jurisdiction over Defendants Brown and IPD. Their motion to dismiss should be granted as to the first four claims asserted in the Complaint.

The Fifth Claim for Relief asserts a cause of action under the Securities and Exchange Act of 1934, and Rule 10 b-5. Plaintiff alleges that certain misrepresentations were made by Defendants in connection with the agreement entered into between them, which would give rise to a cause of action based upon the Act. The claim is properly pleaded as to the interstate jurisdictional elements. The question of major concern to the Court as to this claim, however, is whether, under the Act, the action may be brought in this District. See Leroy v. Great Western United Corp., 443 U.S. 173, 99 S.Ct. 2710, 2715 (1979); see also Goldlawr, Inc. v. Heiman, 369 U.S. 463, 82 S.Ct. 913 (1962).

Venue in this District under 28 U.S.C. § 1391(b) is inappropriate since it is obvious that neither Brown nor IPD reside in this District, and there are no allegations that the claim arose in this District. The 1934 Act, however, carries with it a special venue provision, coming within the "except as otherwise provided by law" provision of 28 U.S.C. § 1391(b). Under 15 U.S.C. § 78aa, suits under the 1934 Act may be brought (1) where any act constituting the violation occurred; (2) where the defendant is found; (3) where the defendant is an inhabitant; or (4) where the defendant transacts business. See generally 4 Bromberg, Securities Law § 11.3. As has been noted above, no act constituting the violation is alleged to have occurred in this District, and neither Defendant can be said to be an "inhabitant" of this District. Therefore, venue in this District would only be proper, as to this claim, if Defendants are either found here, or transact business here. The intent of 15 U.S.C. § 78aa is to give Plaintiffs a liberal choice in their selection of a forum for an action under the 1934 Act. Leroy v. Great Western United Corp., supra; Ritter v. Zuspan, 451 F.Supp. 926 (E.D.Mich. 1978). In order to determine whether Defendants

are "found" in this District, or are "transacting business" here, the Court must once again examine their contacts with this forum.

The test to be applied in determining whether an individual or entity is transacting business is whether the business done in the forum district constitutes a substantial part of the party's ordinary business and is continuous in nature and of some duration. See, e.g., Kolb v. Chrysler Corp., 357 F.Supp. 504 (E.D.Wis. 1973); Birdman v. Electro-Catheter Corp., 352 F.Supp. 1271 (E.D. Pa. 1973); Gilson v. Pittsburgh Forgings Co., 284 F.Supp. 569 (S.D.N.Y. 1968); United Industrial Corp. v. Nuclear Corp. of America, 237 F.Supp. 971 (D.Del. 1964); and see also United States v. Scophony Corp., 333 U.S. 795, 68 S.Ct. 855 (1948). It also seems clear that activities of a party occurring after the institution of a lawsuit can have no significance whatsoever on the question of venue. United Industrial Corp. v. Nuclear Corp. of America, *supra*, at 979-980. The cases teach that the transaction of business within a district must rise to a level above that of isolated instances. The contact must be such that an element of intent or choice can be inferred. Obviously, the defense of a lawsuit, and connected matters cannot, by any stretch, be considered. It is the Court's conclusion that the remaining business contacts between Defendants and this forum are insufficient to constitute the "transaction of business" required to lay venue in this District under 15 U.S.C. § 78aa.

The only remaining basis for laying venue in this District, then would be whether Defendants are to be "found" here.

This Court cannot equate for these purposes, the word "found" with the word "caught," the statements of the Court in Thorburn v. Gates, 225 F. 618 (S.D.N.Y. 1915) to the contrary notwithstanding. In United Industrial Corp. v. Nuclear Corp. of America, *supra*, a defendant was not found in a district because it owned property there, and in Boston Medical Supply Co. v. Brown & Connolly, 98 F.Supp. 13 (D.Mass. 1951), *aff'd*, 195 F.2d 853 (First Cir. 1952), occasional visits to the forum and sporadic activities were insufficient to "find" the defendant. The Court, upon reviewing the

contacts between Brown, IPD, and this forum, concludes that they are not "found" in this District for the purposes of 15 U.S.C. § 78aa.

Having determined that venue is improperly laid in this District as to Plaintiff's Fifth Claim, the Court must next determine whether it is to dismiss this claim, or whether it is to transfer it to the proper forum.

Title 28 U.S.C. § 1406(a) provides:

The district court of a district in which is filed a case laying venue in the wrong division or district shall dismiss, or if it be in the interest of justice, transfer such case to any district or division in which it could have been brought.

The Court is of the opinion that the appropriate course of action would be the severance and transfer of the Plaintiff's Fifth Claim to the District of Nevada. The contacts of IPD with the State of Nevada appear to be substantial; this Court has no doubt that, at a minimum, IPD is transacting business there and is found there for the purposes of 15 U.S.C. § 78aa. Brown, as well, in his capacity as an officer of IPD can be found in that state and is transacting business there. It may even be likely that some of the violations alleged in Plaintiff's Fifth Claim took place in the State of Nevada.

The Court concludes, therefore, that the Plaintiff's Fifth Claim for Relief should be severed, and transferred to the United States District Court for the District of Nevada.

IT IS THEREFORE, THE ORDER OF THIS COURT that the Plaintiff's First, Second, Third and Fourth Claims be and the same hereby are dismissed for lack of in personam jurisdiction over the Defendants International Patent Development Corporation and Lawrence G. Brown;

IT IS FURTHER ORDERED that this action be dismissed as moot as to Defendant Facet Enterprises, Inc.;

IT IS FURTHER ORDERED that Plaintiff's Fifth Claim for Relief be severed from this action and that the same be transferred to the United States District Court for the District of Nevada.

It is so Ordered this 23<sup>rd</sup> day of February, 1981.

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

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

CLAUDE J. SMITH,

)  
)  
) Plaintiff, )

-vs-

) NO. 80-C-313-C ✓  
)  
)

ANDREW OWENS,

)  
)  
) Defendant. )

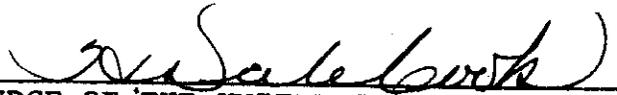
FILED

FEB 23 1981

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

ORDER

This matter coming on for hearing on the Application for Dismissal of both parties and the Court being fully advised in the premises does find that the issues have been fully compromised and settled and that this matter should be dismissed with prejudice to any future action.

  
\_\_\_\_\_  
JUDGE OF THE UNITED STATES DISTRICT  
COURT - NORTHERN DISTRICT OF OKLAHOMA

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

~~FILED~~

~~JAN 17 1981~~

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

KENNETH LONG,

Plaintiff,

-vs-

AMERICAN AIRLINES,

Defendant

FILED

)

) FEB 23 1981

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

60 No. 80-C-262-B ✓

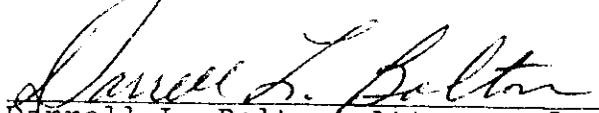
STIPULATION FOR ORDER OF DISMISSAL  
WITHOUT PREJUDICE

This matter comes on for hearing before me, the undersigned Judge of the United States District Court for the Northern District of Oklahoma, on this 23 day of Feb, 1981, upon application of the plaintiff to dismiss this action without prejudice. The Court further finds that the defendant has no objection to this filing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above styled action be and is hereby dismissed without prejudice to its refiling.

  
UNITED STATES DISTRICT JUDGE

APPROVED:

  
Darrell L. Bolton, Attorney for  
Plaintiff

  
David L. Russell, Attorney for  
Defendant



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

**FILED**

**FEB 19 1981**

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

SANDIFER & EDWARDS STEEL CO., )  
Plaintiff, )

vs.

ST. LOUIS-SAN FRANCISCO )  
RAILWAY COMPANY, )  
Defendant. )

No. 80-C-437-BT

*Stipulation of*  
DISMISSAL

Comes now the plaintiff <sup>*Defendant*</sup> and hereby dismisses the above cause with prejudice.

Plaintiff further advises the Court that counsel for the defendant stipulates to this dismissal and joins in its approval.

FRAZIER, SMITH & FARRIS  
Attorneys for Plaintiff  
1424 Terrace Drive  
Tulsa, Oklahoma 74104

*Grey W. Satterfield  
by Kenneth A. Coy  
attorney for Defendant*

BY:   
PHIL FRAZIER

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above and foregoing Dismissal was mailed to the defendant's attorney of record, Mr. Grey W. Satterfield, 1606 Park/Harvey Center, Oklahoma City, OK 73102, with proper postage thereon fully prepaid, on the 19 day of February, 1981.

  
PHIL FRAZIER

APPROVED:

  
THOMAS BRETT  
JUDGE OF THE DISTRICT COURT

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

**FILED**

JAMES A. PIERCE, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
JIMMY WATKINS, Administrator of the )  
Estate of EDDIE H. WATKINS, Deceased.)  
 )  
Defendant. )

**FEB 19 1981**

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

80-C-607-C

ORDER OF DISMISSAL

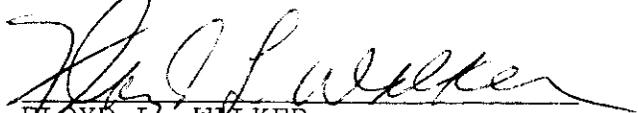
ON this 19 day of Feb, 1981, upon  
the written application of the parties for a Dismissal without  
Prejudice of the Complaint and all causes of action, the Court  
having examined said application, finds that this Court does  
not have subject matter jurisdiction, and the Court being fully  
advised in the premises, finds that said Complaint should be  
dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by  
the Court that the Complaint and all causes of action of the  
plaintiff filed herein against the defendant be and the same  
hereby is dismissed without prejudice to any future action.

s/H. DALE COOK

JUDGE OF THE UNITED STATES DISTRICT  
COURT, NORTHERN DISTRICT

APPROVED AS TO FORM:

  
FLOYD L. WALKER  
Attorney for Plaintiff

RAY H. WILBURN  
Attorney for Defendant

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

FILED

FEB 18 1981

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

PRIORITY INTERNATIONAL )  
CORPORATION, a Delaware )  
corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
LEVI STRAUSS & COMPANY, )  
a Delaware corporation, )  
 )  
Defendant. )

Case No. 78-C-419-E ✓

ORDER OF DISMISSAL

Pursuant to the Parties' Stipulation for Dismissal  
filed herein and for good cause shown, the above-captioned case  
is, on this 18<sup>th</sup> day of February, 1981, hereby dismissed  
with prejudice.

J. M. Ellison  
United States District Court Judge for  
the Northern District of Oklahoma

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

FILED

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
vs. ) No. 78-C-286-BT  
 )  
BETTY JO HUDSON MILLS, MARY )  
JO HUDSON, and LISA HUDSON, )  
 )  
Defendants. )

FEB 18 1981

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

J U D G M E N T

This cause, having been filed in this Court on June 26, 1978, by the United States of America, for and in behalf of Francis Augustus Fronkier, William David Fronkier, Henry Benjamin Fronkier, and Marion Elizabeth Fronkier, a single woman and sole surviving wife and sole devisee of the residuary estate of Arthur Theodore Fronkier, deceased, hereinafter referred to as "Fronkiers", the said Fronkiers being unallotted, uncertificated half-blood members of the Osage Tribe of Indians, and the sons of James Fronkier, deceased full-blood Osage Allottee No. 1259, and his non-Indian wife, Julia H. Fronkier, against the Defendants, Betty Jo Hudson Mills and her minor daughters, Mary Jo Hudson, and Lisa Hudson, who filed Answer and Cross-Petition. The respective parties having stipulated certain facts and submitted this matter to the Court on said stipulated facts and the law applicable thereto, and this Court having on June 19, 1980, filed in this cause written Findings of Fact and Conclusions of Law and directing entry of judgment pertaining to the Osage land title question, and the Defendants and Cross-Petitioners having timely filed Motion for New Trial from said Conclusions of Law, and briefs having been submitted in support of said Motion for New Trial, and the Court on December 19, 1980, having overruled said Motion for New Trial on the Osage land title question, and set for hearing Plaintiff's prayer for rental and trespass damages and pending said hearing on trespass damages, settlement pertaining thereto has been reached whereby the Defendants and Cross-Petitioners would waive their right to appeal to

the Tenth Circuit Court of Appeals from the decision of this Court on the Osage land title question, and the Plaintiff in behalf of the Fronkiers would dismiss with prejudice its claim for trespass damages, which settlement agreement has been approved by an authorized agent of the Secretary of Interior.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that this Court has jurisdiction in this cause by virtue of the fact that the United States of America is Plaintiff in this cause, and pursuant to Title 28, USC §1345.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that James Fronkier, deceased Osage Allottee No. 1259, was allotted pursuant to the Act of June 28, 1906, 34 Stat. 359, as his homestead allotment the following described real estate situate in Osage County, Oklahoma, to wit:

The SE/4 of the NE/4 and the NE/4 of the SE/4 of Section 31, and the N/2 of the SW/4 of Section 32, Township 29 North, Range 8 East,

and was also allotted as part of his surplus allotment, the following described real estate, to wit:

The W/2 of the NW/4 of Section 32, Township 29 North, Range 8 East, Osage County, Oklahoma.

That on March 4, 1910, James Fronkier received a Certificate of Competency pursuant to Act of June 28, 1906, 2(7) 34 Stat. 539, which was in effect at the time of his death on June 7, 1923. That said lands were distributed by valid Decree of Distribution pursuant to his Last Will and Testament approved by the Secretary of Interior, on December 10, 1924, one-third to his non-Indian wife, Julia H. Fronkier, and one-sixth each to his sons, William D. Fronkier, Francis A. Fronkier, Benjamin H. Fronkier, and Arthur T. Fronkier.

IT IS FURTHER FOUND, CONSIDERED, ORDERED, ADJUDGED AND DECREED that by reason of Section 3 of the Act of February 27, 1925, 34 Stat. 1008, and Section 5 of the Act of March 2, 1929, 45 Stat. 1481, restrictions against alienation by the four half-blood, unallotted, uncertificated Osage sons of James Fronkier, without the approval of the Secretary of Interior

of their two-thirds interest in the homestead allotment of their deceased father, James Fronkier, were reimposed; that said Congressional Act did not reimpose restriction against alienation without approval of the Secretary of Interior on the surplus allotment of James Fronkier, or the two-thirds interest therein in the hands of his sons following his death by reason of the fact that James Fronkier held a Certificate of Competency and said surplus lands were alienable and unrestricted in his hands during his lifetime.

IT IS FURTHER FOUND, CONSIDERED, ORDERED, ADJUDGED AND DECREED that the Deed of conveyance dated April 3, 1937, recorded September 8, 1937, in the office of the County Clerk of Osage County, Oklahoma, in Book 79, Page 268, which Deed was not approved by the Secretary of Interior or his authorized agent, was ineffective to convey to the grantees therein, Muriel M. Layton and Howard H. Layton, who were Defendants' and Cross-Petitioners' predecessors in title of one-sixth undivided interest respectively owned by William D. Fronkier and Francis A. Fronkier in the:

SE/4 of the SE/4 and the NE/4 of the SE/4 of Section 31, and the N/2 of the SW/4 of Section 32, Township 29 North, Range 8 East, Osage County (homestead allotment of James Fronkier),

and the Oklahoma statute of limitations and adverse possession and user by Muriel M. Layton and Howard H. Layton and their successors in title, including Defendants and Cross-Petitioners, was ineffective to divest Henry Benjamin Fronkier and Arthur Theodore Fronkier of their respective one-sixth interest in the afore described homestead allotment.

IT IS FURTHER FOUND, CONSIDERED, ORDERED, ADJUDGED AND DECREED that Arthur Theodore Fronkier, son of James Fronkier, is deceased; that his estate has been distributed in accordance with the Final Decree of Distribution under Will approved by the Secretary of Interior and his one-sixth interest in the

afore described homestead 160 acres situate in Osage County, Oklahoma, along with any other interest in real estate which he owned, was set over to and is now vested in his surviving, non-Indian spouse, Marion Elizabeth Fronkier.

IT IS FURTHER FOUND, CONSIDERED, ORDERED, ADJUDGED AND DECREED and judgment be and is hereby entered quieting title to and possession of an undivided two-thirds interest in and to the following described Osage County real estate, to wit:

The SE/4 of the NE/4 and the NE/4 of the SE/4 of Section 31, and the N/2 of the SW/4 of Section 32, Township 29 North, Range 8 East, (homestead allotment of James Fronkier),

in Francis Augustus Fronkier, one-sixth, William David Fronkier, one-sixth, Henry Benjamin Fronkier, one-sixth, and Marion Elizabeth Fronkier, one-sixth, as against the Defendants Betty Jo Hudson Mills, Mary Jo Hudson, and Lisa Hudson, and other persons who may be holding under them.

IT IS FURTHER FOUND, CONSIDERED, ORDERED, ADJUDGED AND DECREED that the following described Osage County real estate, to wit:

The W/2 of the NW/4 of Section 32, Township 29 North, Range 8 East, Osage County, Oklahoma,

being a part of the surplus allotment of James Fronkier, deceased, certificated Osage allottee, was not restricted against alienation without the approval of the Secretary of Interior in 1937, and the Defendants and Cross-Petitioners, and their predecessors in title having acquired title thereto by Deed of April 3, 1937, and by open, hostile, and adverse possession against all the World since 1937, JUDGMENT be and is hereby entered, quieting title in and to the last above described 80 acres, in Betty Jo Hudson Mills, and her minor daughters, Mary Jo Hudson and Lisa Hudson, as against the United States of America and Francis Augustus Fronkier, William David Fronkier, Henry Benjamin Fronkier, and Marion Elizabeth Fronkier, in whose behalf the United States of America brought this action.

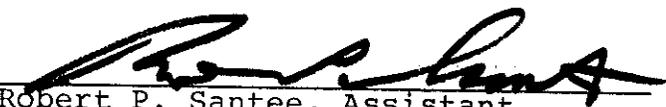
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the request of the United States of America in behalf of Francis Augustus Fronkier, William David Fronkier, Henry Benjamin Fronkier, and Marion Elizabeth Fronkier, to dismiss their cause of action and claim for trespass rental or money damages with prejudice be, and is hereby sustained, and said cause of action be and is hereby dismissed with prejudice.

Dated this 18<sup>th</sup> day of February, 1981.

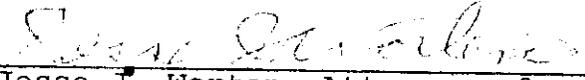
  
Thomas R. Brett, United States  
District Judge, Northern District  
of Oklahoma

APPROVED:

UNITED STATES OF AMERICA  
Hubert H. Bryant, United  
States Attorney

By   
Robert P. Santee, Assistant  
United States Attorney

BREWER, WORTEN, ROBINETT & JOHNSON

By   
Jesse J. Worten, Attorneys for  
Betty Jo Hudson Mills, Mary  
Jo Hudson and Lisa Hudson

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

FILED  
FEB 18 1981

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

RELIANCE INSURANCE COMPANY, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
POST TENSIONED SYSTEMS, )  
INCORPORATED, )  
 )  
Defendant. )

No. 80-C-70-E

ORDER OF DISMISSAL

NOW, on this 18<sup>th</sup> day of February, 1981, the above styled and numbered cause of action coming on for hearing before the undersigned Judge, upon the Application for Order of Dismissal of the Plaintiff and Defendant herein; and the Court having examined the pleadings and said application and being well and fully advised in the premises, is of the opinion that said cause should be dismissed with prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above styled and numbered cause be and the same is hereby dismissed with prejudice.

BY JAMES O. ELLISON  
JUDGE



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

FILED

FEB 17 1981



HIDROCARBUROS Y. DERIVADOS, C.A., )  
a Venezuelan corporation, )  
 )  
Plaintiff, )  
v. )  
 )  
FIRST CITY NATIONAL BANK )  
OF HOUSTON and ROYCE H. SAVAGE, )  
individually and as Trustee of )  
Home-Stake Production Company, )  
 )  
Defendants. )

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

No. 79-C-737-BT ✓

ORDER AND JUDGMENT

The above-entitled action came on for Non-Jury trial September 26, 1980, by stipulation of the parties, on the record of the pleadings, affidavits and depositions previously filed with the Court. The Court filed on December 15, 1980, after oral argument by counsel on October 9, 1980, its Memorandum Opinion, Findings of Fact and Conclusions of Law, concluding that plaintiff is entitled to judgment in accordance with the views expressed therein against Royce H. Savage, Trustee of Home-Stake Production Company (the "Trustee"). The Court further entered its Order on February 2, 1981 denying plaintiff's oral application for attorneys' fees, directing that each party should bear its own costs and directing the parties to submit an agreed-to form of Judgment in keeping with the Findings of Fact and Conclusions of Law entered on December 15, 1980.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The Trustee was not entitled to draw on the letter of credit which is the subject of this action.
2. Upon the issuance and presentation to the Trustee of a new letter of credit as described below, plaintiff is

entitled to the return of the funds drawn down by the Trustee under the letter of credit, together with all interest actually received thereon by the Trustee up to the time such funds are returned to plaintiff. The Trustee has represented to the Court that the funds drawn under the letter of credit were deposited into and remain in a segregated account at the Fourth National Bank of Tulsa and amounted to \$327,043.40 as of February 2, 1981.

3. In order to recover the funds in the segregated account described above, plaintiff shall cause to be opened in the Trustee's favor a new letter of credit issued by BANCO EXTERIOR, C.A. of Caracas, Venezuela, confirmed by First City National Bank of Houston, Texas and advised through First National Bank and Trust Company of Tulsa, Oklahoma for an initial period of one year, which letter of credit shall contain the same terms and conditions as the letter of credit which is the subject of this action, except that the amount of the new letter of credit shall be \$342,176.00 representing \$215,200.00, the principal amount of the obligation being secured by the letter of credit, plus interest thereon at the rate of 10% per annum from October 1, 1976 to September 30, 1979 and interest thereon at the rate of 12% per annum from October 1, 1979 to February 28, 1982.

4. Upon presentation of the new letter of credit described in paragraph 3 above to the Trustee's counsel, Rosenstein, Fist & Ringold, the Trustee shall, as soon as practicable and in no event later than the next business day, direct Fourth National Bank of Tulsa to transfer the entire amount in the segregated account to the account of Hidrocarburos Y. Derivados, C.A. at: Banco Exterior, Oficina Urdaneta, Caracas, Venezuela, Account No. 10-4825-9.

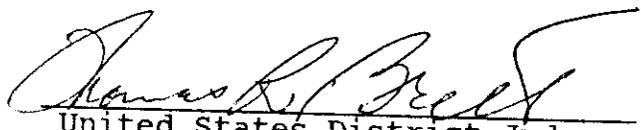
5. If plaintiff elects to extend the letter of credit, in order for the extension to be effective, the plaintiff shall increase the amount of the letter of credit by \$25,824 for each year of the extension.

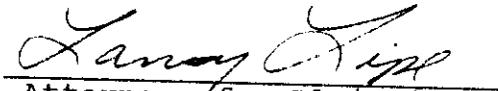
6. Each party shall bear its own costs and attorneys' fees in accordance with the Court's Order of February 2, 1981.

Dated this 17<sup>th</sup> day of Feb, 1981.

Approved As To Form and Content:

  
\_\_\_\_\_  
Attorneys for Trustee

  
\_\_\_\_\_  
United States District Judge

  
\_\_\_\_\_  
Attorneys for Plaintiff



UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**F I L E D**

UNITED STATES OF AMERICA and )  
GARY L. MAGRINI, Special Agent, )  
Internal Revenue Service, )

**FEB 17 1981**

Petitioners, )

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

vs. )

No. 80-C-461-C

SMITH, BARNEY, HARRIS, UPHAM and )  
COMPANY, and COY PLUNKETT, )

Respondents. )

ORDER DISCHARGING RESPONDENTS  
AND DISMISSAL

On this 17<sup>th</sup> day of February, 1981, Petitioners' Motion to Discharge Respondents and for Dismissal came for hearing and the Court finds that Respondents have now complied with the Internal Revenue Service Summons served upon them February 5, 1980, that further proceedings herein are unnecessary and that the Respondents; Smith, Barney, Harris, Upham and Company, and Coy Plunkett, should be discharged and this action dismissed.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED BY THE COURT that the Respondents; Smith, Barney, Harris, Upham and Company, and Coy Plunkett, be and they are hereby discharged from any further proceedings herein and this cause of action and Compliant are hereby dismissed.

**s/H. DALE COOK**

UNITED STATES DISTRICT JUDGE





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

**FILED**

FEB 17 1981

DELBERT BRASHERS and ELLEN )  
BRASHERS, )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 FULTON MANAGEMENT COMPANY, )  
 an Oklahoma corporation, )  
 )  
 Defendant, )

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

No. 80-C-432-B

ORDER OF DISMISSAL

Upon the joint application of the parties, for good cause shown it is

ORDERED that the above styled and numbered cause be and the same is hereby dismissed with prejudice and without costs.

DONE THIS 17<sup>th</sup> DAY OF JANUARY, 1981.

S/ THOMAS R. BRETT

\_\_\_\_\_  
U. S. DISTRICT JUDGE

APPROVED AS TO FORM:

GERKIN & WILLIAMS

BY: \_\_\_\_\_  
JOHN M. GERKIN  
Attorneys for Plaintiffs

DOERNER, STUART, SAUNDERS,  
DANIEL & ANDERSON

BY: \_\_\_\_\_  
SAM G. BRATTON II  
Attorneys for Defendant

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

RELIANCE INSURANCE CO., )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
GRAND LAKE PLUMBING CO., )  
 )  
Defendant. )

No. 80-C-66-E

FEB 1 1981  
Jack A. Senter  
U. S. DISTRICT COURT

ORDER OF DISMISSAL  
OF PLAINTIFF'S COMPLAINT

NOW, on this 13<sup>th</sup> day of February, 1981, upon the written Stipulation of the Plaintiff for a Dismissal with Prejudice of the Plaintiff's Complaint, the Court having examined said Stipulation for Dismissal, finds that the Parties have entered into a compromise settlement of all the claims involved herein, and the court being fully advised in the premises finds that the Plaintiff's complaint against the Defendants should be dismissed with prejudice.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED, by the Court that the Complaint if the Plaintiff against the Defendant be and the same is hereby dismissed with prejudice to any future action.

s/ JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

FILED

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

1981

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

RICKY E. GODWIN, )  
 )  
 Plaintiff, )  
 )  
 -vs- )  
 )  
 SANDRA FARLEY ARMSTRONG, )  
 a/k/a SANDRA FARLEY SHAW, )  
 )  
 Defendant. )

No. 80-C-575-E

*Notice of* DISMISSAL WITH PREJUDICE

COMES NOW the plaintiff, Ricky E. Godwin, and hereby dis-  
misses with prejudice the above styled and numbered case and  
does hereby further release the defendant, Sandra Farley Armstrong,  
a/k/a Sandra Farley Shaw, from any and all claims which said  
plaintiff may have against said defendant arising out of the oc-  
currence which is the subject of this lawsuit.

Dated this 13<sup>th</sup> day of February, 1981.

JONES, GIVENS, GOTCHER, DOYLE  
& BOGAN, INC.

By Alfred K. Morlan  
ALFRED K. MORLAN  
201 West Fifth Street, Suite 400  
Tulsa, OK 74103  
918-583-1115

Attorneys for Plaintiff

CERTIFICATE OF MAILING

I, Alfred K. Morlan, hereby certify that on the 13<sup>th</sup> day  
of February, 1981, I mailed true, correct, and exact copy of  
the above and foregoing to National Unity Insurance Company, c/o  
Mr. Bill Washington, P. O. Box 450, Waco, Texas 76703, with  
property postage thereon fully prepaid.

Alfred K. Morlan

FILED

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

FEB 13 1981

MICHAEL RAY GOODWIN, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 STATE FARM INSURANCE CO., a )  
 corporation, and JUAN H. )  
 ONTIVERAS, an individual, )  
 )  
 Defendants.)

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

No. 80C-563-C

STIPULATION OF DISMISSAL

COMES NOW the Plaintiff MICHAEL RAY GOODWIN, and upon consideration of the compromise, settlement and satisfaction of all issues of both fact and the law between Plaintiff and Defendant STATE FARM INSURANCE COMPANY and hereby stipulates with this Defendant for the dismissal of all claims and causes of action and specifically the First and Second causes of action contained in the original Petition with prejudice to the bringing of any future action.

*Michael Ray Goodwin*  
MICHAEL RAY GOODWIN

FOSHEE, MANGER & YAFFEE

*Paul Powell*  
Attorneys for Plaintiff

STATE FARM INSURANCE COMPANY

*Thomas L. Palmer*  
Thomas L. Palmer, Attorney for  
Defendant STATE FARM INSURANCE

A C K N O W L E D G E M E N T

STATE OF OKLAHOMA )  
 ) SS.  
 COUNTY OF *Oklahoma* )

Before me, the undersigned, a Notary Public in and for the State of Oklahoma, on this 2nd day of February, 1981 personally appeared MICHAEL RAY GOODWIN, to me known to be the

*cabn*

identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth, and the contents thereof are true and correct to the best of his knowledge.

Given my hand and seal of office the day and year last written above.

*Shelley Susan Holloway*  
Notary Public

My Commission Expires:

*January 3, 1984*



identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth, and the contents thereof are true and correct to the best of his knowledge.

Given my hand and seal of office the day and year last written above.

*Shelley Yvonne Hollaway*  
Notary Public

My Commission Expires:

January 3, 1984

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

FILED

COFFEYVILLE PACKING COMPANY, )	
INC., a Delaware corporation, )	
	)
Plaintiff, )	
	)
vs. )	
	)
BEEF CITY, INC., an Oklahoma )	
corporation, )	
	)
Defendant. )	No. 80-C-698-E

FEB 15 1981

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

NOTICE OF DISMISSAL

TO: JOHN R. WALLACE of  
WALLACE & OWENS  
21 South Main Street  
P. O. Box 1168  
Miami, Oklahoma 74354  
Attorney for Defendant.

TAKE NOTICE, Pursuant to Fed. Rule Civ. Pro. 41(a)(1),  
the above styled action is hereby dismissed without prejudice.

RESPECTFULLY SUBMITTED,

BY: \_\_\_\_\_  
DONALD E. HERROLD of  
MORREL, HERROLD, WEST, HODGSON,  
SHELTON & STRIPLIN, P. A.  
4111 S. Darlington, Suite 600  
Tulsa, Oklahoma 74135  
(918) 664-2424

Attorneys for Plaintiff.

CERTIFICATE OF MAILING

This is to certify that I mailed a true and correct copy of  
the above Notice of Dismissal, with all first class postage thereon  
fully prepaid, addressed to JOHN R. WALLACE, Wallace and Owens, 21  
South Main Street, P. O. Box 1168, Miami, Oklahoma 74354, attorney  
for defendant, this \_\_\_\_\_ day of February, 1981.

\_\_\_\_\_  
DONALD E. HERROLD

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FEB 12 1981 *pk*

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 GLADYS J. ELAM, )  
 )  
 Defendant. )

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION NO. 80-C-624-B ✓

DEFAULT JUDGMENT

This matter comes on for consideration this 12<sup>th</sup> day of February, 1981, the Plaintiff appearing by Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and the Defendant, Gladys J. Elam, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Gladys J. Elam, was personally served with Summons and Complaint on December 10, 1980, and that Defendant has failed to answer herein and that default has been entered by the Clerk of this Court.

The Court further finds that the time within which the Defendant could have answered or otherwise moved as to the Complaint has expired, that the Defendant has not answered or otherwise moved and that the time for the Defendant to answer or otherwise move has not been extended, and that Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover Judgment against Defendant, Gladys J. Elam, for the principal sum of \$1,531.50 (less the sum of \$140.00) plus the accrued interest of \$281.06 as of October 15, 1979, plus interest at 7% from October 15, 1979, until the date of Judgment, plus interest at the legal rate on the principal sum of \$1,531.50 from the date of Judgment until paid.

S/ THOMAS R. DREW  
UNITED STATES DISTRICT JUDGE

UNITED STATES OF AMERICA  
HUBERT H. BRYANT  
United States Attorney

*Robert P. Santee*  
ROBERT P. SANTEE  
Assistant U. S. Attorney

4

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

STEPHANIE ANN BONGAS,  
Plaintiff,  
vs.  
DILIP S. PATEL and  
AYERST LABORATORIES, a  
Division of AMERICAN  
HOME PRODUCTS CORPORATION,  
a Delaware corporation,  
Defendants.

No. 79-C-713-C

FILED

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

ORDER OF DISMISSAL

NOW on this 12 day of Feb, 1981,

the above styled and numbered cause coming on for Hearing before the undersigned, Judge of the United States District Court, in and for the Northern District of Oklahoma, upon the Stipulation for Dismissal of the Plaintiff and Defendants herein; and the Court having examined the Pleadings and the Stipulation and being well and fully advised in the premises, is of the opinion that said cause should be Dismissed With Prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above styled and numbered cause, being the same, is hereby Dismissed With Prejudice.

s/H. DALE COOK

H. DALE COOK, JUDGE  
UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF  
OKLAHOMA

APPROVED:

Sam G. Bratton, II  
Sam G. Bratton, II  
ATTORNEY FOR PLAINTIFF

E.J. Cooper  
E.J. Cooper  
ATTORNEY FOR DEFENDANTS



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

FEB 11 1981

Walter T. Banks, Jr. )  
 )  
 ) Petitioner, )  
 )  
 vs. ) No. 81-C-37-C  
 )  
 ) JUDGE R. GRAHAM'S COURT, )  
 ) et al., )  
 )  
 ) Respondent. )

U. S. DISTRICT COURT

O R D E R

This is a proceeding brought pursuant to the provisions of Title 28 U.S.C. §2254, by a state prisoner confined in the Tulsa County Jail, Tulsa, Oklahoma. Petitioner claims that defendants have violated the state Speedy Trial Act, O.S.1979 Suppl., Title 22, §1347, Article 1 through Article 3, paragraphs, A and D; and Article 4, paragraph C. Petitioner further alleges that he was arrested on August 2, 1980, was bound over for district arraignment on September 9, 1980; however, his arraignment was allegedly passed many times at the request of the District Attorney. Petitioner's arraignment was apparently held on December 19, 1980 and his case set for trial on February 9, 1981. Petitioner alleges that he has been in jail for 146 days since his arrest and has not yet been taken to trial, in violation of the requirements of state statutes for a speedy trial.

The law is clear that Habeas Corpus will not lie if the person seeking the writ is not in the physical custody of the official to whom the writ is directed. Whiting v. Chew, 273 F.2d 885, (4th Cir. 1960). Gregg v. State of Tennessee, 425 F.Supp. 394 (E.D.Tenn. 1976). At time of the filing of this Habeas Corpus action petitioner was a prisoner incarcerated in the Tulsa County Jail, Tulsa, Oklahoma. However, the Petition lists the respondent as Judge R. Graham's

Court, (substitute) Judge J. Jennings.

In addition, the exhaustion doctrine requires that petitioner first present his claims to the state courts. 28 U.S.C. §2254(b). Picard v. Connor, 404 U.S. 270, 92 S.Ct. 509, 30 L.Ed.2d 438 (1971); Gurule v. Turner, 461 F.2d 1083 (10th Cir. 1972); Dolack v. Allenbrand, 458 F.2d 891 (10th Cir. 1977). The record does not reflect that petitioner has presented his contentions listed in this Writ to the Oklahoma Courts and therefore has failed to exhaust his state court remedies.

For these reasons, the petition is hereby dismissed.

It is so Ordered this 10<sup>th</sup> day of February, 1981.

  
H. DALE COOK  
Chief Judge, U. S. District Court

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

EDWARD L. REYNOLDS, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
PATRICIA HARRIS, Secretary )  
of Health, Education and )  
Welfare of the United )  
States of America, )  
 )  
Defendant. )

No. 79-C-526-C

F I L E D

FEB 11 1981

J U D G M E N T

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

The Court has before it for consideration the Findings and Recommendations of the Magistrate filed on January 30, 1981, in which it is recommended that Plaintiff is not entitled to benefits under the Social Security Act after July 31, 1977 and that judgment be entered for the Defendant. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the matters presented to it, the Court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed.

It is hereby Ordered that Judgment be and hereby is entered for the Defendant.

Dated this 11<sup>th</sup> day of February, 1981.

  
H. DALE COOK  
CHIEF JUDGE

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

FILED

FEB 10 1981

TULSA POLY-FILM, INC., )

Plaintiff, )

vs. )

AMERICAN MARKETING )  
ENTERPRISES, INC., )

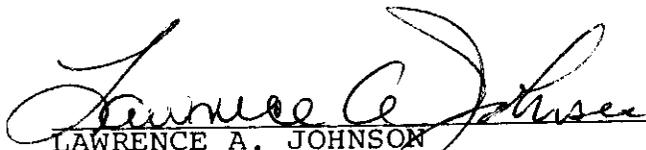
Defendant. )

No. 80-C-351-C

U.S. DISTRICT COURT

STIPULATION OF DISMISSAL

COMES now the plaintiff, Tulsa Poly-Film, Inc., by and through its attorney Lawrence A. Johnson, Esq., and the defendant counterclaimant, American Marketing Enterprises, Inc., by and through its attorneys Gable, Gotwals, Rubin, Fox, Johnson & Baker, and hereby jointly dismiss with prejudice to the refiling of the same their claims against one another herein.

  
LAWRENCE A. JOHNSON  
Attorney for Tulsa Poly-Film, Inc.  
1732 E. 30th Place  
Tulsa, Oklahoma 74114  
918/743-0459

  
TED Q. ELIOT of  
Gable, Gotwals, Rubin, Fox,  
Johnson & Baker  
Attorneys for American Marketing  
Enterprises, Inc.  
20th Floor Fourth National Building  
Tulsa, Oklahoma 74119  
918/582-9201

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

FEB 9 1981

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 MICHAEL H. STEPHENS, )  
 )  
 Defendant. )

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

CIVIL ACTION NO. 80-C-625-C

DEFAULT JUDGMENT

This matter comes on for consideration this 9th  
day of February, 1981, the Plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney for the Northern  
District of Oklahoma, and the Defendant, Michael H. Stephens,  
appearing not.

The Court being fully advised and having examined  
the file herein finds that Defendant, Michael H. Stephens, was  
personally served with Summons and Complaint on November 16, 1980,  
and that Defendant has failed to answer herein and that default  
has been entered by the Clerk of this Court.

The Court further finds that the time within which  
the Defendant could have answered or otherwise moved as to  
the Complaint has expired, that the Defendant has not answered  
or otherwise moved and that the time for the Defendant to  
answer or otherwise move has not been extended, and that Plaintiff  
is entitled to Judgment as a matter of law.

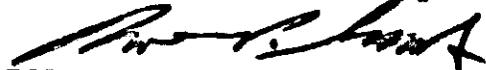
IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that  
the Plaintiff have and recover Judgment against Defendant, Michael H.  
Stephens, for the principal sum of \$1,686.30 (less the sum of  
\$612.50 which has been paid) plus interest at the legal rate  
from the date of this Judgment until paid.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

UNITED STATES OF AMERICA

HUBERT H. BRYANT  
United States Attorney

  
ROBERT P. SANTEE  
Assistant U. S. Attorney

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

JANELL WALLS, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 JOSEPH CALIFANO, Secretary )  
 of Health, Education and )  
 Welfare, )  
 )  
 Defendant. )

No. 77-C-189-C  
No. 80-C-30-C  
Cons.

**FILED**

FEB 9 1981

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

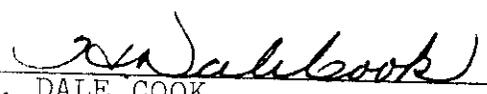
O R D E R

The Court has before it for consideration the Findings and Recommendations of the Magistrate filed on January 29, 1981, in which it is recommended that Plaintiff's Motion to Remand be denied. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of all the matters presented to it, the Court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed.

It is hereby Ordered that Plaintiff's Motion to Remand is denied.

Dated this 9th day of February, 1981.

  
H. DALE COOK  
CHIEF JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 BARBARA J. FRANCIS, )  
 )  
 Defendant. )

FEB 9 1981

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

CIVIL ACTION NO. 80-C-741-C

DEFAULT JUDGMENT

This matter comes on for consideration this 9<sup>th</sup> day of February, 1981, the Plaintiff appearing by Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and the Defendant, Barbara J. Francis, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Barbara J. Francis, was personally served with Summons and Complaint on December 31, 1980, and that Defendant has failed to answer herein and that default has been entered by the Clerk of this Court.

The Court further finds that the time within which the Defendant could have answered or otherwise moved as to the Complaint has expired, that the Defendant has not answered or otherwise moved and that the time for the Defendant to answer or otherwise move has not been extended, and that Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover Judgment against Defendant, Barbara J. Francis, for the principal sum of \$807.50 plus the accrued interest of \$244.71 as of November 2, 1980, plus interest at 7% from November 2, 1980, until the date of Judgment, plus interest at the legal rate on the principal sum of \$807.50 from the date of Judgment until paid.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

UNITED STATES OF AMERICA  
HUBERT H. BRYANT  
United States Attorney  
  
ROBERT P. SANTEE  
Assistant U. S. Attorney

# United States District Court

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION FILE NO. 77-C-355-E

HI-PERFORMANCE MARINE, INC.,  
Plaintiff,

vs.

DON DYKES and GALAXIE BOAT WORKS, INC.,  
Defendants.

JUDGMENT

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

It is Ordered and Adjudged that the Plaintiff take nothing and that the  
Defendants recover of the Plaintiff their costs of action.

**FILED**

FEB 9 1981

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

Dated at Tulsa, Oklahoma, this 9th day  
of February, 1981.

Approved by:

  
United States District Judge

  
Clerk of Court

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UNITED STATES DISTRICT COURT

STATE OF OKLAHOMA

WALSWORTH PUBLISHING COMPANY

Plaintiff

vs

LLOYD TOMBERLIN

Defendant

**FILED**

FEB 9 1981 *yt*

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

80-C-90E ✓

ORDER

Now on this 9<sup>th</sup> day of February, 1981, the court having examined the Joint Dismissal Application of the parties, the court finds that the action of the Plaintiff should be dismissed with prejudice upon full compromise and settlement of the issues between the parties including any and all issues that the Defendant could have alleged by way of cross-claim against the Plaintiff under the Rules of Civil Procedure.

Dated this 9<sup>th</sup> day of February, 1981

*James D. Selman*  
\_\_\_\_\_  
Judge, United States District Court  
for the Northern District of Oklahoma

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

DAVID EDWARD COURSEY, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
LEON ALEXANDER (Postmaster), )  
and C. E. WELCH (Postal Inspector), )  
 )  
Defendants. )

**FILED**  
No. 80-C-69-E ✓ FEB 9 1981 *JS*  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

O R D E R

The Court has before it for consideration Plaintiff's motion for voluntary dismissal. The Defendants have not pleaded any counter-claim and would not be prejudiced by such dismissal. The Defendants responded agreeing to dismissal with prejudice, or, if without prejudice that no finding be made by the Court on the merits.

For good cause shown, it is the Order of this Court that case no. 80-C-69-E be dismissed without prejudice.

THEREFORE IT IS THE ORDER OF THIS COURT that Plaintiff's motion to dismiss be granted.

It is so Ordered this 7<sup>th</sup> day of February, 1981.

*James O. Ellison*  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

FEB 9 1981

UNITED STATES DISTRICT COURT

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 CHARLES L. TERRILL, )  
 )  
 Defendant. )

CIVIL ACTION NO. 80-C-737-E

DEFAULT JUDGMENT

This matter comes on for consideration this 9th day of February, 1981, the Plaintiff appearing by Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and the Defendant, Charles L. Terrill, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Charles L. Terrill, was personally served with Summons and Complaint on January 2, 1981, and that Defendant has failed to answer herein and that default has been entered by the Clerk of this Court.

The Court further finds that the time within which the Defendant could have answered or otherwise moved as to the Complaint has expired, that the Defendant has not answered or otherwise moved and that the time for the Defendant to answer or otherwise move has not been extended, and that Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover Judgment against Defendant, Charles L. Terrill, for the principal sum of \$1,662.00 plus the accrued interest of \$633.05 as of October 6, 1980, plus interest at 7% from October 6, 1980, until the date of Judgment, plus interest at the legal rate on the principal sum of \$1,662.00 from the date of Judgment until paid.

J. Adams  
UNITED STATES DISTRICT JUDGE

UNITED STATES OF AMERICA  
HUBERT H. BRYANT  
United States Attorney  
Robert P. Santee  
ROBERT P. SANTEE  
Assistant U. S. Attorney

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA **FILED**

IN RE SWINE FLU IMMUNIZATION  
PRODUCTS LIABILITY LITIGATION

J. DON FOSTER, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
UNITED STATES OF AMERICA, )  
 )  
Defendant. )

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

Civil Action No. 77-C-465-F

STIPULATION FOR DISMISSAL

The parties, by their undersigned attorneys, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, hereby stipulate that the above-captioned action may be, and hereby is dismissed with prejudice, each party to bear its own costs.

SIGNED:

  
THOMAS F. BIRMINGHAM  
410 Beacon Building  
Tulsa, OK 74103

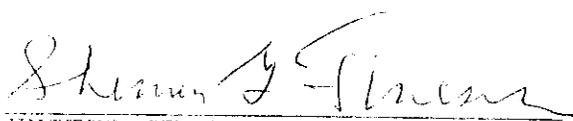
Attorney for Plaintiff

  
THADDEUS B. HODGDON  
Torts Branch, Civil Division  
U.S. Department of Justice  
Washington, DC 20530

Attorney for Defendant

Dated: 1-30-81

Dated: 1-23-81

APPROVED:   
UNITED STATES DISTRICT JUDGE

Dated: 5 February 81

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 638.76 Acres of Land, More or )  
 Less, Situate in Osage County, )  
 State of Oklahoma, and Roy )  
 Glasco, et al., and Unknown )  
 Owners, )  
 )  
 Defendants. )

CIVIL ACTION NO. 77-C-357-Bt

Tracts Nos. 107 and  
107 E-1 thru 107E-10

**FILED**

FEB 6 1981

J U D G M E N T

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

NOW, on this 6<sup>th</sup> day of Feb., 1981, this matter comes on for disposition on application of the Plaintiff, United States of America, for entry of judgment on a stipulation of the parties agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel for the parties, finds:

2.

This judgment applies to the entire estates condemned in Tracts Nos. 107 and 107E-1 thru 107E-10 inclusive, as such estates and tracts are described in the Complaint and the First Amendment to 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.

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 such Complaint and the First Amendment to Complaint. Pursuant thereto, on August 18, 1977, the United States of America filed its Declaration of Taking of such described property, and title to the described estates in such property should be vested in the United States of America as of the date of filing the Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of this Court, as estimated compensation for the taking of certain estates in subject tracts a certain sum of money, and all of this deposit has been disbursed, as set out below in paragraph 12.

7.

The defendants named in paragraph 12 as owners of the subject property are the only defendants asserting any interest in such property. All other defendants having either disclaimed or defaulted, the named defendants were, as of the date of taking, the owners of the subject property, as joint tenants with the right of survivorship.

Since the date of taking one of the owners has died and the owner named in such paragraph 12 has succeeded to the interest held by the deceased and the named owner therefore is entitled to receive the just compensation awarded by this judgment.

8.

The surviving owner of the subject tracts and the United States of America have executed and filed herein, on Feb. 4, 1981, a Stipulation As To Just Compensation wherein they have agreed upon the amount of cash and other valuable consideration which will constitute just compensation for the estates condemned in subject tracts, and such Stipulation should be approved.

9.

This judgment will create a deficiency between the amount deposited as estimated compensation for the estates taken in subject

tracts and the amount of cash to be paid the owner, as fixed by the Stipulation As To Just Compensation, and the amount of such deficiency should be deposited for the benefit of the owner. Such deficiency is set out in paragraph 12 below.

10.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power and authority to condemn for public use Tracts Nos. 107 and 107E-1 thru 107E-10 inclusive, as such tracts are particularly described in the Complaint and the First Amendment to Complaint, filed herein; and such tracts, to the extent of the estates described in such Complaint, and the First Amendment to Complaint filed herein, are condemned, and title thereto is vested in the United States of America, as of August 18, 1977, and all defendants herein and all other persons interested in such estates are forever barred from asserting any claim to such estates.

11.

It is Further ORDERED, ADJUDGED and DECREED that on the date of taking, the owners of the estates condemned herein in subject tracts were the defendants whose names appear below in paragraph 12, and the right to receive the just compensation for the estates taken herein in such tracts is vested in the surviving owner named in such paragraph.

12.

It Is Further ORDERED, ADJUDGED and DECREED that the Stipulation As To Just Compensation described in paragraph 8 above hereby is confirmed; and the compensation thereby fixed is adopted as the award of just compensation for the estates condemned in subject tracts. The cash part of such award and the calculation of the deposit deficiency is as follows:

TRACTS NOS. 107, and 107E-1 thru  
107E-10 Inclusive

OWNERS:

At date of Taking:

Roy Glasco and  
R. W. Glasco, joint tenants with right  
of survivorship

Since filing the Declaration of Taking in this case, Roy Glasco died and R. W. Glasco therefore succeeded to his interest.

Award of just compensation, in cash, pursuant to Stipulation -----	\$343,000.00	\$343,000.00
Deposited as estimated compensation -	280,000.00	
Disbursed to owner -----		<u>280,000.00</u>
Balance due to owner -----		\$ 63,000.00
Deposit deficiency -----	\$ 63,000.00	

13.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America shall deposit in the Registry of this Court in this civil action, to the credit of subject tracts, the deposit deficiency in the sum of \$63,000.00, and the Clerk of this Court then shall disburse the deposit for such tracts as follows:

To: R. W. Glasco ----- \$63,000.00.

  
UNITED STATES DISTRICT JUDGE

APPROVED:

  
HUBERT A. MARLOW  
Assistant United States Attorney

  
MATTHEW J. KANE  
Attorney for Defendant R. W. Glasco

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

FEB 6 1981

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 DAVID NOTHDURFT, )  
 )  
 Defendant. )

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION NO. 79-C-707-C

NOTICE OF DISMISSAL

COMES NOW the United States of America, Plaintiff herein,  
by and through its attorney, Robert P. Santee, Assistant United  
States Attorney for the Northern District of Oklahoma, and  
hereby gives notice of its dismissal, pursuant to Rule 41,  
Federal Rules of Civil Procedure, of this action, without prejudice.

Dated this 6 day of February, 1981.

UNITED STATES OF AMERICA

HUBERT H. BRYANT  
United States Attorney



ROBERT P. SANTEE  
Assistant United States Attorney

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

AMERICAN FIDELITY FIRE INSURANCE )  
COMPANY, A corporation )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
WINCON CONSTRUCTION COMPANY, INC., )  
CHARLES R. WINDER, BETTY WINDER, )  
J. C. TURNER, VIRGIE TURNER and )  
WOODROW W. ACUFF, )  
 )  
Defendants. )

No. 80-C-32-B ✓

FILED  
FEB 4 1981  
Jack C. Silver, Cleri.  
U. S. DISTRICT COURT

AMENDED JUDGMENT

In keeping with the Findings of Fact and Conclusions of Law filed herein January 23, 1981, and the Amendment to Findings of Fact and Conclusions of Law filed this date, judgment is hereby entered as follows:

1. The plaintiff, American Fidelity Fire Insurance Company, a corporation, is granted judgment on the General Agreement of Indemnity against the defendant, Wincon Construction Company, Inc., Charles R. Winder, J.C.Turner, Virgie Turner and Woodrow W. Acuff, in the amount of \$42,886.96 with interest at the rate of 6% from July 15, 1979 until the date of judgment, interest at the rate of 12% from the date of judgment, fees and expenses prior to the commencement of this action in the amount of \$6,991.89; and an award of attorneys fees herein in the total sum of \$3,531.60, and costs in the sum of \$93.60.

2. The defendant, Betty Winder, is entitled to judgment against the plaintiff and is hereby granted an award and judgment for attorneys fees in the sum of \$3,420.00, and \$79.00 costs.

3. The cross claim defendant, Charles R. Winder, is granted judgment against the cross-claimants, Wincon Construction Company, Inc., J.C.Turner, Virgie Turner and Woodrow W. Acuff on their cross-claim; and the cross claim defendants, Wincon Construction Company, Inc., J.C.Turner, Virgie Turner and Woodrow W. Acuff are hereby granted judgment on the cross claim of Charles R. Winder. Said cross-claimants are to pay their respective costs and attorneys' fees.

ENTERED this 4<sup>th</sup> day of February, 1981.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE  
NORTHERN DISTRICT OF OKLAHOMA

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

NINAH LOIS JOHNSON,  
on behalf of herself and  
others similarly situated,

Plaintiff,

v.

CITIES SERVICE COMPANY, INC.,  
a Delaware Corporation,

Defendant.

No. 80-C-554-C

FILED  
FEB 4 1981

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

ORDER STRIKING CLASS ALLEGATIONS  
AND  
DISMISSING INDIVIDUAL CLAIMS OF PLAINTIFF

This cause having come before this Court on the Joint Application to Strike Class Allegations and Dismiss Individual Claims of Plaintiff, and this Court being fully advised in the premises and the parties having stipulated, and the Court having found that this action is not properly maintainable as a class action and that the class allegations should be ordered stricken, and the parties further having stipulated and the Court having found that the parties have reached a private settlement of the individual claims of Plaintiff and that such claims should be dismissed, it is, therefore,

ORDERED, ADJUDGED and DECREED that the class allegations be and hereby are stricken from the Complaint.

It is further ORDERED that the individual Complaint of Plaintiff, and her causes of action set forth therein, be and hereby are dismissed with prejudice, with each party to bear its own costs.

So Ordered this 3<sup>rd</sup> day of February, 1981.

s/H. DALE COOK

U. S. District Court Judge

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

FEB 4 1981

Jack C. Silver, Cleri.

U. S. DISTRICT COURT

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 RONALD J. GARDNER, )  
 )  
 Defendant. )

CIVIL ACTION NO. 80-C-516-C

DEFAULT JUDGMENT

This matter comes on for consideration this 3rd  
day of Feb January, 1981, the Plaintiff appearing by Robert P. Santee,  
Assistant United States Attorney for the Northern District of  
Oklahoma, and the Defendant, Ronald J. Gardner, appearing not.

The Court being fully advised and having examined  
the file herein finds that Defendant, Ronald J. Gardner, was  
personally served with Summons and Complaint on November 26, 1980,  
and that Defendant has failed to answer herein and that default  
has been entered by the Clerk of this Court.

The Court further finds that the time within which  
the Defendant could have answered or otherwise moved as to the  
Complaint has expired, that the Defendant has not answered or  
otherwise moved and that the time for the Defendant to answer  
or otherwise move has not been extended, and that Plaintiff  
is entitled to Judgment as a matter of law.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that  
the Plaintiff have and recover Judgment against Defendant,  
Ronald J. Gardner, for the principal sum of \$902.76 plus interest  
at the legal rate from the date of this Judgment until paid.

J. H. DALE COOK

UNITED STATES DISTRICT JUDGE

UNITED STATES OF AMERICA

HUBERT H. BRYANT  
United States Attorney

  
ROBERT P. SANTEE  
Assistant U. S. Attorney

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

UNITED STATES OF AMERICA,  
Plaintiff,

vs.

FRANCES S. MOOTE,  
a single woman,

Defendant.

CIVIL ACTION NO. 80-C-417-C

FILED

FEB 4 1981

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 3<sup>rd</sup>  
day of Feb. January, 1981, the Plaintiff appearing by Robert P. Santee,  
Assistant United States Attorney; and the Defendant, Frances S.  
Moote, appearing not.

The Court being fully advised and having examined  
the file herein finds that Defendant, Frances S. Moote, was  
served by publication as shown on the Proof of Publication filed  
herein.

It appearing that the Defendant, Frances S. Moote,  
has failed to answer herein and that default has been entered  
by the Clerk of this Court.

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

Lot Six (6), Block One (1), of JOHN COX  
FIRST ADDITION to the Town of Grove,  
Oklahoma, according to the official plat  
thereof.

THAT the Defendant, Frances S. Moote, did, on the 9th  
day of November, 1978, execute and deliver to the United States  
of America acting through the Farmers Home Administration her  
mortgage and mortgage note in the sum of \$28,200.00 with 8 1/2  
percent interest per annum, and further providing for the  
payment of monthly installments of principal and interest.

The Court further finds that Defendant, Frances S. Moote, made default under the terms of the aforesaid mortgage note by reason of her failure to make monthly installments due thereon, which default has continued and that by reason thereof the above-named Defendant is now indebted to the Plaintiff in the principal sum of \$29,100.16, plus accrued interest of \$1,921.34 as of January 23, 1981, plus interest from and after said date at the daily rate of \$6.7768, 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 Defendant, Frances S. Moote, in rem, for the principal sum of \$29,100.16, plus accrued interest of \$1,921.34 as of January 23, 1981, plus interest from and after said date at the daily rate of \$6.7768, until paid, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

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

S/ J. D. COOK

---

UNITED STATES DISTRICT JUDGE

APPROVED

UNITED STATES OF AMERICA

HUBERT H. BRYANT  
United States Attorney

A handwritten signature in black ink, appearing to read "R. P. Santee", written over the printed name of the Assistant United States Attorney.

ROBERT P. SANTEE  
Assistant United States Attorney

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 TRUITT E. PARK, )  
 )  
 Defendant. )

CIVIL ACTION NO. 80-C-395-C ✓

**FILED**

FEB 4 1981 *JK*

ORDER OF DISMISSAL

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

NOW, on this 3<sup>rd</sup> day of February, 1981,  
there came on for consideration the Stipulation of Dismissal  
filed herein. The Court finds this action, based on such  
Stipulation of Dismissal, should be dismissed.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that  
this action be and the same is hereby dismissed without prejudice.

*W. J. [Signature]*  
UNITED STATES DISTRICT JUDGE

orig

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

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
NEECE STEEL CORPORATION )  
 )  
Defendant. )

CIVIL ACTION NO. **FILED**  
80-C-248-C **FEB 4 1981**  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

ORDER APPROVING SETTLEMENT AGREEMENT  
AND DISMISSING CAUSE WITH PREJUDICE

This matter having come on before the Court to be heard upon the Settlement Agreement executed by the parties and filed with the Court on the 30<sup>th</sup> day of January, 1980, both parties appearing by their respective attorneys of record, the Court having reviewed the proposed Settlement Agreement heretofore filed in this case, and having heard the statements of Counsel, and being fully advised in the premises,

FINDS:

1. That the Court has jurisdiction of the parties hereto and the subject matter hereof pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e et seq. (Supp. II, 1972).
2. That the Settlement Agreement is fair to all parties to this action and Charging Party, Margie Hudson, and it should be approved in the best interests of all the said parties, and
3. That the following Order should be entered by the Court:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED  
that:

1. The Court has jurisdiction of the parties and  
the subject matter herein.

2. The Settlement Agreement filed by the parties  
on the 20<sup>th</sup> day of January, <sup>1981</sup> 1980, be, and it  
hereby is approved by the Court in its entirety.

3. Defendant, Neece Steel Corporation, shall pay  
to Charging Party, Margie Hudson, Two Thousand and no/100  
(\$2,000.00) Dollars upon the execution by Margie Hudson  
of a form of Release approved by the Parties.

4. Defendant, Neece Steel Corporation, is hereby  
discharged and released of all obligations and claims  
made in this cause, or which could have been made in this  
action and which relate to the facts, transactions and  
occurrences which are the subject matter of the Margie  
Hudson claim.

5. This cause be, and it hereby is dismissed with  
prejudice.

SIGNED AND ENTERED this 3<sup>rd</sup> day of February  
1980.

W. Dalebrook  
UNITED STATES DISTRICT JUDGE

APPROVED FOR DEFENDANT:

NEECE STEEL CORPORATION

By *Reuben Stewart*  
REUBEN STEWART  
President

By *[Signature]*  
RICHARD A. BLACK  
Attorney for Defendant  
3223 East 31st Street  
Suite 201  
Tulsa, Oklahoma 74105

APPROVED FOR PLAINTIFF:

LEROY CLARK  
General Counsel

<sup>1/21</sup> *James N. Finney*  
JAMES N. FINNEY  
Associate General Counsel

Equal Employment Opportunity  
Commission  
2401 E Street, N. W.  
Washington, D. C. 20506

<sup>b1</sup> *Robert M. Jones*  
ROBERT M. JONES  
Regional Attorney

*Lois Ann Candler*  
LOIS ANN CANDLER  
Senior Trial Attorney

Equal Employment Opportunity  
Commission  
Dallas District Office  
1900 Pacific, 13th Floor  
Dallas, Texas 75201

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

JIMMY D. FRIDAY, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
PATRICIA ROBERTS HARRIS, )  
Secretary of Health and )  
Human Services, )  
 )  
Defendant. )

No. 80-C-47-C

**FILED**  
**FEB 4 1981**  
Jack C. Silver, Cleri.  
U S. DISTRICT COURT

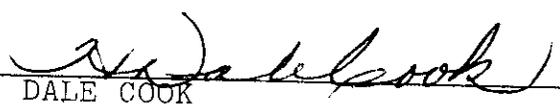
J U D G M E N T

The Court has before it for consideration the Findings and Recommendations of the Magistrate filed on December 22, 1979, in which it is recommended that Plaintiff is not entitled to benefits under the Social Security Act and that Judgment be entered for the Defendant. No exeptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the matters presented to it, the Court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed.

It is hereby Ordered that Judgment be and hereby is entered for the Defendant.

Dated this 3rd day of February, 1981.

  
H. DALE COOK  
CHIEF JUDGE

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

RUSSELL BATCHELDER, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 ST. LOUIS AND SAN FRANCISCO )  
 RAILWAY COMPANY, )  
 )  
 Defendant )  
 and Third Party Plaintiff, )  
 )  
 vs. )  
 )  
 AFFILIATED FOOD STORES, INC., )  
 an Oklahoma corporation, )  
 )  
 Third Party )  
 Defendant. )

FILED

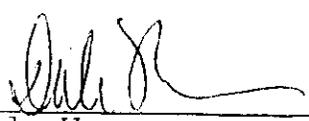
FEB 4 1981

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

NO. 80-C-5-E

STIPULATION FOR DISMISSAL WITH PREJUDICE

Plaintiff, Russell Batchelder, Defendant and Third Party Plaintiff, St. Louis and San Francisco Railway Company and Third Party Defendant, Affiliated Food Stores, Inc. hereby stipulate that the above and foregoing cause should be dismissed with prejudice as to all parties for the reason that the differences between the parties have been fully settled and compromised.



\_\_\_\_\_  
Dale Warner  
Hopkins, Warner & King, Inc.  
1502 South Boulder, Suite 108  
Tulsa, Oklahoma 74119  
(918) 587-3361  
Attorney for Russell Batchelder,  
Plaintiff



\_\_\_\_\_  
Grey W. Satterfield  
Franklin, Harmon & Satterfield, Inc.  
1606 Park/Harvey Center  
Oklahoma City, Oklahoma 73102  
(405) 235-0478  
Attorney for St. Louis and San  
Francisco Railway Company, Defendant  
and Third Party Plaintiff



\_\_\_\_\_  
Dale F. McDaniel  
2865 East Skefly Drive, Suite 233  
Tulsa, Oklahoma 74105  
Attorney for Affiliated Food Stores,  
Inc., Third Party Defendant

O R D E R

Upon stipulation of the parties and for good cause shown plaintiff's cause of action against the defendant and Third Party Plaintiff's cause of action against the Third Party Defendant are hereby dismissed with prejudice to the refiling of such actions.

IT IS SO ORDERED this 4<sup>TH</sup> day of <sup>Feb.</sup> ~~January~~, 1981.

  
\_\_\_\_\_  
U. S. DISTRICT JUDGE

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

**FILED**

ST. LOUIS-SAN FRANCISCO RAILWAY )  
COMPANY, a corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
ELYNNWOOD SUPPLY COMPANY, a )  
corporation, )  
 )  
Defendant. )

FEB 2 - 1981

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

NO. 80-C-117-E

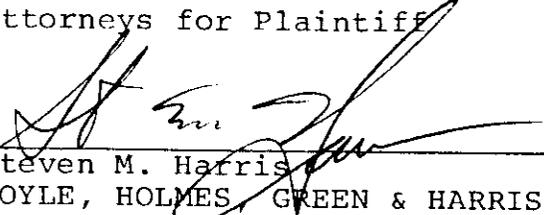
STIPULATION FOR DISMISSAL WITH PREJUDICE

The parties hereto advise the court that they have agreed to fully settle this case and thereby stipulate that plaintiff's cause of action be dismissed with prejudice, at plaintiff's costs.



John Leo Wagner  
Grey W. Satterfield  
FRANKLIN, HARMON & SATTERFIELD, INC.  
1606 Park/Harvey Center  
Oklahoma City, Oklahoma 73102  
(405) 235-0478

Attorneys for Plaintiff



Steven M. Harris  
DOYLE, HOLMES, GREEN & HARRIS  
P. O. Box 1679  
Tulsa, Oklahoma 74101  
(918) 582-0090

Attorney for Defendant

**FILED**

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

ORDER

Upon stipulation of the parties and for good cause shown plaintiff's cause of action against the defendant is hereby dismissed with prejudice to the refiling of such action, at plaintiff's costs.

IT IS SO ORDERED this 14th day of February, 1981.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

AND  
IMMEDIATELY  
RECEIVED

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

KINETICS TECHNOLOGY INTER- )  
NATIONAL CORPORATION, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
FOURTH NATIONAL BANK OF )  
TULSA, )  
 )  
Defendant. )

No. 78-C-79-BT ✓

**FILED**

FEB 3 1981 *pt*

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

J U D G M E N T

In accordance with the Findings of Fact and Conclusions  
of Law filed herein on this date,

IT IS ORDERED, ADJUDGED AND DECREED that Judgment be  
entered in favor of Plaintiff, Kinetics Technology Inter-  
national Corporation, and against the Defendant, Fourth  
National Bank of Tulsa, in the sum of \$156,272.30 together  
with interest thereon from February 2, 1978, at the rate of  
six percent (6%) per annum until date of judgment, and at  
the rate of twelve percent (12%) per annum thereafter until  
paid, together with its costs.

Dated this 3<sup>rd</sup> day of February, 1981.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA FEB 2 1981

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

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO. 80-C-301-E
	)	
KENNETH L. MCKINZIE, SANDRA LEE	)	
MCKINZIE, AETNA FINANCE COMPANY,	)	
a Corporation, and MEDICAL SERVICE	)	
FINANCE CORPORATION,	)	
	)	
Defendants.	)	

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this FEB 2 day of ~~January~~ <sup>Feb</sup>, 1981, the Plaintiff appearing by Robert P. Santee, Assistant United States Attorney; and the Defendant, Medical Service Finance Corporation, appearing by and through its attorney, Coy D. Morrow; and, the Defendants, Kenneth L. McKinzie, Sandra Lee McKinzie, and Aetna Finance Company, a Corporation, appearing not.

The Court being fully advised and having examined the file herein finds that Defendants, Aetna Finance Company, a Corporation, and Medical Service Finance Corporation, were served with Summons and Complaint on May 28, 1980; and, the Defendants, Kenneth L. McKinzie and Sandra Lee McKinzie, were served with Summons and Complaint on May 29, 1980; all as appears on the United States Marshal's Service herein.

It appearing that the Defendant, Medical Service Finance Corporation, has duly filed its Disclaimer herein on May 29, 1980; and, that Defendants, Kenneth L. McKinzie, Sandra Lee McKinzie, and Aetna Finance Company, a Corporation, have failed to answer herein and that default has been entered by the Clerk of this Court.

The Court further finds that this is a suit based upon a mortgage note and foreclosure on a real property mortgage

securing said mortgage note upon the following described real property located in Ottawa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Eleven (11), in Block Two (2), in the MIAMI HEIGHTS ADDITION to the City of Miami, Ottawa County, Oklahoma, according to the recorded plat thereof.

THAT the Defendants, Kenneth L. McKinzie and Sandra Lee McKinzie, did, on the 9th day of June, 1976, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$16,200.00 with 8 1/2 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that Defendants, Kenneth L. McKinzie and Sandra Lee McKinzie, 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 \$15,538.47 as unpaid principal with interest thereon at the rate of 8 1/2 percent per annum from March 1, 1980, 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, Kenneth L. McKinzie and Sandra Lee McKinzie, in personam, for the sum of \$15,538.47 with interest thereon at the rate of 8 1/2 percent per annum from March 1, 1980, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment, in rem, against Defendant, Aetna Finance Company, a Corporation.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, all of the Defendants and each of them and all persons claiming under them since the filing of the Complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof, specifically including any lien for personal property taxes which may have been filed during the pendency of this action.

  
UNITED STATES DISTRICT JUDGE

APPROVED

UNITED STATES OF AMERICA

HUBERT H. BRYANT  
United States Attorney

  
BY: ROBERT P. SANTEE  
Assistant United States Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA FEB 2 1981

U.S. DISTRICT COURT

UNITED STATES OF AMERICA,
Plaintiff,
vs.
ROGER D. FOSTER, MARY K. FOSTER,
and COMMUNITY BANK & TRUST COMPANY,
a Banking Corporation,
Defendants.

CIVIL ACTION NO. 80-C-694-E

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 2nd day of February, 1981, the Plaintiff appearing by Robert P. Santee, Assistant United States Attorney; and the Defendants, Roger D. Foster, Mary K. Foster, and Community Bank & Trust Company, a Banking Corporation, appearing not.

The Court being fully advised and having examined the file herein finds that Defendants, Roger D. Foster and Mary K. Foster, were served with Summons and Complaint on December 11, 1980, and Defendant, Community Bank & Trust Company, a Banking Corporation, was served with Summons and Complaint on December 15, 1980, all as appears on the United States Marshal's Service herein.

It appearing that the Defendants, Roger D. Foster, Mary K. Foster, and Community Bank & Trust Company, a Banking Corporation, have failed to answer herein and that default has been entered by the Clerk of this Court.

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

Lot One (1), Block Five (5), GLENPOOL PARK, an Addition in the Town of Glenpool, Tulsa County, State of Oklahoma, according to the recorded amended plat thereof.

THAT the Defendants, Roger D. Foster and Mary K. Foster, did, on the 26th day of May, 1977, execute and deliver to the United States of America acting through the Farmers Home Administration, their mortgage and mortgage note in the sum of \$23,500.00 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, Roger D. Foster and Mary K. Foster, 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 principal sum of \$23,570.08, plus accrued interest of \$1,879.71 as of January 23, 1981, plus interest from and after said date at the daily rate of \$5.1661, 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, Roger D. Foster and Mary K. Foster, in personam, for the principal sum of \$23,570.08, plus accrued interest of \$1,879.71 as of January 23, 1981, plus interest from and after said date at the daily rate of \$5.1661, until paid, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment, in rem, against Defendant, Community Bank & Trust Company, a Banking Corporation.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants to satisfy Plaintiff's money judgment herein, an Order of Sale shall be issued to the United

States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with 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.

S/ JAMES C. ELLISON

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UNITED STATES DISTRICT JUDGE

APPROVED

UNITED STATES OF AMERICA

HUBERT H. BRYANT  
United States Attorney



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ROBERT P. SANTEE  
Assistant United States Attorney

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

**FILED**

**FEB 2 1981**

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

GANE BROTHERS & LANE,  
INC., a corporation,  
  
Plaintiff,  
  
vs.  
  
PACESETTER LUGGAGE, INC., a  
corporation,  
  
Defendant.

Case No. 80-C-326-C

STIPULATION OF DISMISSAL OF  
COMPLAINT AND COUNTERCLAIMS

Now come the parties in the above captioned action, acting by their respective attorneys, and agree and stipulate that the Complaint and Counterclaims filed in said action may be and they hereby are dismissed, with prejudice and without costs.

Dated: 1/28/81

William E. Hughes  
William E. Hughes  
Doerner, Stuart, Saunders, Daniel  
& Anderson  
1200 Atlas Life Building  
Tulsa, Oklahoma 74103  
Attorneys for Pacesetter Luggage, Inc.

Dated: 12/18/80

Allen E. Klein  
Allen E. Klein  
Ungerma, Connor, Little, Ungerma  
& Goodman  
1710 Fourth National Bank Bldg.  
Tulsa, Oklahoma 74119  
Attorneys for Gane Bros. & Lane, Inc.

Dated: 12/16/80

Robert Battaglia  
Robert Battaglia  
Hopkins, Warner & King  
1502 South Boulder  
Tulsa, Oklahoma 74119  
Attorney for Gane Bros. & Lane, Inc.