

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 31 1983

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 PRINCE M. PARRIS,)
 MARK A. EVANS,)

CIVIL NOS. 82-C-209-E
82-C-403-E

O R D E R

Now on this 31st day of ^{March}~~April~~, 1983, it appears that the Defendants in the above-captioned cases have not been located within the Northern District of Oklahoma, and therefore attempts to serve them have been unsuccessful.

IT IS THEREFORE ORDERED, that the Complaints against Defendants Prince M. Parris and Mark A. Evans are dismissed without prejudice pursuant to Minute Order dated February 23, 1983.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

FILED

MAR 31 1983

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

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

WALTER LEE TOLE,)	
)	
Petitioner,)	
)	
v.)	No. 81-C-482-E
)	
A. I. MURPHY, et al.,)	
)	
Respondents.)	

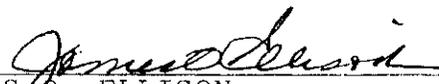
O R D E R

The Court has for consideration the Findings and Recommendations of the Magistrate filed on March 15, 1983 in which the Magistrate recommends that the Petition for Writ of Habeas Corpus be denied. 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.

Therefore, the Petition for Writ of Habeas Corpus is denied.

It is so Ordered this 31st day of March, 1983.



 JAMES O. ELLISON
 UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 31 1983

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 PRINCE M. PARRIS,)
 MARK A. EVANS,)

CIVIL NOS. 82-C-209-E
82-C-403-E

O R D E R

Now on this 31st day of ~~April~~^{March}, 1983, it appears that the Defendants in the above-captioned cases have not been located within the Northern District of Oklahoma, and therefore attempts to serve them have been unsuccessful.

IT IS THEREFORE ORDERED, that the Complaints against Defendants Prince M. Parris and Mark A. Evans are dismissed without prejudice pursuant to Minute Order dated February 23, 1983.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

E I L E D

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

1983 A
Jack G. Silver, Clerk
U. S. DISTRICT COURT

ROGER J. SKONEY,)
)
 Plaintiff,)
)
 vs.)
)
 RICHARD S. SCHWEIKER,)
 Secretary of Health and)
 Human Services,)
)
 Defendant.)

CIVIL ACTION NO. 82-C-1075-C

O R D E R

IT IS HEREBY ORDERED that this cause be remanded on application of the United States of America.

Dated this 31st day of March, 1983.


UNITED STATES DISTRICT JUDGE

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

FILED

NO. 82-C-714-C ✓

MAR 31 1983 A

CURTIS K. REEVES,

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

vs.

Plaintiff,

CITY OF NOWATA, OKLAHOMA,

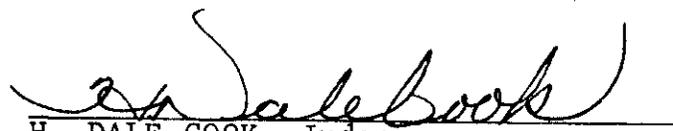
Defendant.

ORDER OF DISMISSAL

NOW on this 31st day of March, 1983, this matter coming on before me, the plaintiff herein having filed a verified dismissal with prejudice, and the Court after examining the file herein and said dismissal, doth find:

That the above captioned case should be forthwith dismissed.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that this cause is hereby dismissed.


H. DALE COOK, Judge

FILED

UNITED STATES DISTRICT COURT FOR THE YEAR 1983
NORTHERN DISTRICT OF OKLAHOMA

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
DARRELL W. JAMES,)
)
Defendant.)

CIVIL ACTION NO. 82-C-1026-E

NOTICE OF DISMISSAL

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

Dated this 31st day of March, 1983.

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney

Nancy A. Nesbitt
NANCY A. NESBITT
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the 31st day of March, 1983.

Nancy A. Nesbitt
Assistant United States Attorney

FILED

MAR 9 1983

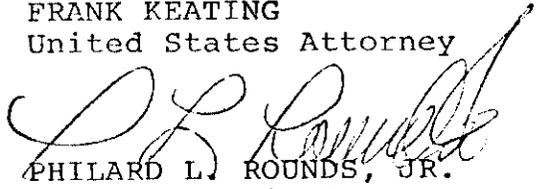
UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA
Jack C. Silver, Clerk
U. S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.) CIVIL ACTION NO. 82-C-868-E
)
 JAMES A. FIDDLER,)
)
 Defendant.)

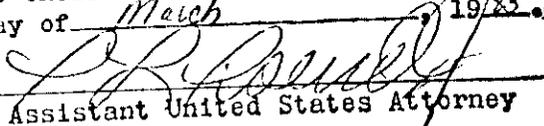
NOTICE OF DISMISSAL

COMES NOW the United States of America by Frank Keating, United States Attorney for the Northern District of Oklahoma, Plaintiff herein, through Philard L. Rounds, Jr., Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 31st day of March, 1983.

UNITED STATES OF AMERICA
FRANK KEATING
United States Attorney

PHILARD L. ROUNDS, JR.
Assistant United States Attorney

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the 31st day of March, 1983.

Assistant United States Attorney

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

19830408

U.S. District Court
Northern District of Oklahoma

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	CIVIL ACTION NO. 83-C-188-B
)	
RICHARD G. CRAWLEY,)	
)	
Defendant.)	

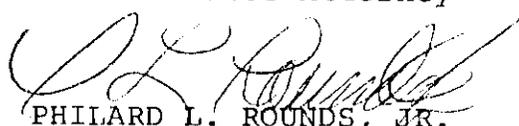
NOTICE OF DISMISSAL

COMES NOW the Plaintiff, United States of America, by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Philard L. Rounds, Jr., Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 5th day of April, 1983.

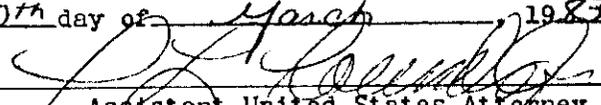
UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney


PHILARD L. ROUNDS, JR.
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the 30th day of March, 1983.


Assistant United States Attorney

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

HYDRO CONDUIT CORPORATION,
Plaintiff,

vs.

JAMES W. MILLER, d/b/a MILLER
CONSTRUCTION COMPANY, and
UNITED STATES FIDELITY AND
GUARANTY COMPANY, a Maryland
corporation,

Defendants,

vs.

THE CITY OF BROKEN ARROW,
OKLAHOMA,

Defendant and
Third Party
Plaintiff,

vs.

BENHAM-BLAIR & AFFILIATES,
INC., a Delaware corporation,
d/b/a W. R. HOLWAY AND
ASSOCIATES,

Third Party
Defendant.

No. 76-C-154-E ✓

FILED

MAR 30 1983

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

J U D G M E N T

The issues herein have been tried as between The City of Broken Arrow, Oklahoma, and James W. Miller, d/b/a Miller Construction Company. An appeal was taken and certain motions have been filed and heard since the case was remanded and all motions have now been disposed of except the joint motion of both parties to settle Journal Entry which was filed herein on March 25, 1983. This last-mentioned motion is now granted, and

IT IS ORDERED, ADJUDGED AND DECREED BY THE COURT that James W. Miller, d/b/a Miller Construction Company, have and recover judgment of and from the defendant, The City of Broken Arrow, Oklahoma, in the sum of \$129,445.75, plus pre-judgment interest thereon at the rate of 6% per annum from February 2, 1976, until January 28, 1980. Furthermore, the judgment herein shall bear interest at the rate of 10% per annum from January 28, 1980, until paid.

IT IS FURTHER ORDERED that James W. Miller, d/b/a Miller Construction Company, recover their costs herein, which shall include the sum of \$25,000 as attorney fees for the original proceedings, plus an additional \$6,195.35 for costs and attorney fees on appeal.

Let execution issue.

DATED this 28 day of March, 1983.


United States District Judge

FILED

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

MAR 30 1983

John C. Silver, Clerk
U.S. District Court
Northern District of Oklahoma

ROXIE L. HILTON,)
)
 Plaintiff,)
)
 v.)
)
 RICHARD S. SCHWEIKER, JR.,)
 Secretary of Health and)
 Human Services,)
)
 Defendant.)

No. 80-C-125-B

O R D E R

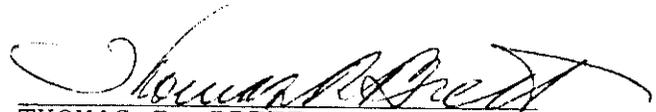
The Court has for consideration the Findings and Recommendations of the Magistrate filed on March 29, 1983 in which it is recommended that this case be remanded to the Secretary for further administrative proceedings. In the Findings and Recommendations of the Magistrate, he states that the parties agree that this case should be remanded to the Secretary for further proceedings and to permit the Secretary to re-evaluate Plaintiff's claims of disability pursuant to the new grid regulations, 20 CFR §§ 404.1501-.1598 (1982).

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.

Accordingly, it is Ordered that this case be remanded to the Secretary so as to permit the Secretary to re-evaluate Plaintiff's claims of disability pursuant to 20 CFR § 404.1501-.1598 (1982), and for the purpose of taking additional

evidence as provided in 42 U.S.C. § 405(g) if the Secretary, in making the sequential evaluation of disability as required by the regulations determines that the services of a vocational expert or other specialists should be used as provided in 20 CFR § 404.1566(e), or if Plaintiff desires to submit evidence on the vocational issue.

Dated this 29 day of March, 1983.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

MAR 30 1983

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

WAYNE CHAPMAN,)
)
 Plaintiff,)
)
 v.)
)
 RICHARD S. SCHWEIKER, JR.,)
 Secretary of Health and)
 Human Services,)
)
 Defendant.)

No. 80-C-96-B

O R D E R

The Court has for consideration the Findings and Recommendations of the Magistrate filed on March 29, 1983 in which it is recommended that this case be remanded to the Secretary for further administrative proceedings. In the Findings and Recommendations of the Magistrate, he states that the parties agree that this case should be remanded to the Secretary for further proceedings and to permit the Secretary to re-evaluate Plaintiff's claims of disability pursuant to the new grid regulations, 20 CFR §§ 404.1501-.1598 (1982).

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.

Accordingly, it is Ordered that this case be remanded to the Secretary so as to permit the Secretary to re-evaluate Plaintiff's claims of disability pursuant to 20 CFR § 404.1501-.1598 (1982), and for the purpose of taking additional

evidence as provided in 42 U.S.C. § 405(g) if the Secretary, in making the sequential evaluation of disability as required by the regulations determines that the services of a vocational expert or other specialists should be used as provided in 20 CFR § 404.1566(e), or if Plaintiff desires to submit evidence on the vocational issue.

Dated this 29 day of March, 1983.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAR 30 1983 *rm*

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 GARY D. NOBLE,)
)
 Defendant.)

W. C. Silver, Clerk
DISTRICT COURT

CIVIL ACTION NO. 83-C-203-C ✓

NOTICE OF DISMISSAL

COMES NOW the Plaintiff, United States of America, by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Philard L. Rounds, Jr., Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 30th day of March, 1983.

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney

Philard L. Rounds, Jr.
PHILARD L. ROUNDS, JR.
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the 30th day of March, 1983.

Philard L. Rounds, Jr.
Assistant United States Attorney

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAR 30 1983 *rm*

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
RUSSELL E. DENNIS,)
)
Defendant.)

CIVIL ACTION NO. 83-C-195-C ✓

NOTICE OF DISMISSAL

COMES NOW the Plaintiff, United States of America, by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Philard L. Rounds, Jr., Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 30th day of March, 1983.

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney

[Signature]
PHILARD L. ROUNDS, JR.
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the 30 day of March, 1983.

[Signature]
Assistant United States Attorney

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAR 30 1983
Clerk
DISTRICT COURT

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 PAULINE M. BOYD,)
)
 Defendant.)

CIVIL ACTION NO. 83-C-201-E ✓

NOTICE OF DISMISSAL

COMES NOW the Plaintiff, United States of America, by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Philard L. Rounds, Jr., Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 30th day of March, 1983.

UNITED STATES OF AMERICA

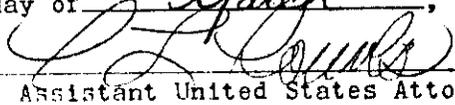
FRANK KEATING
United States Attorney



PHILARD L. ROUNDS, JR.
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the 30 day of March, 1983.


Assistant United States Attorney

FILED

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

MAR 29 1983

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

BILL COTNER and BILL COTNER)
HOMES, INC., an Oklahoma)
corporation,)

Plaintiff,)

vs.)

THE HARTFORD INSURANCE)
COMPANY, a Connecticut)
corporation,)

Defendant.)

NO. 81-C-⁴⁶⁵~~464~~-B

J U D G M E N T

In accordance with the Findings of Fact and Conclusions of Law entered this date, Judgment is hereby entered in favor of the defendant, The Hartford Insurance Company, and against the plaintiffs, Bill Cotner and Bill Cotner Homes, Inc., an Oklahoma corporation, and the plaintiffs' action is hereby dismissed. Allowable costs of record are hereby assessed against the plaintiff.

ENTERED this 28th day of March, 1983.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 29 1983

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

PETRO HUNTER ENERGY, INC.,)
an Oklahoma corporation,)
)
Plaintiff,)
)
vs.) No. 82-C-1139-E
)
MERRILL LYNCH, PIERCE, FENNER &)
SMITH, INC., a Delaware corporation)
)
Defendant.)

JUDGMENT DISMISSING ACTION
BY REASON OF ARBITRATION

The Court has been advised by counsel that this action is being submitted for arbitration. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown within six (6) months that arbitration has not been completed or that it has failed to dispose of the issues in the case and further litigation is therefore necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this judgment by United States mail upon the attorneys for the parties appearing in this action.

Dated this 29th day of March, 1983.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED
MAR 29 1983
Jack C. Silver, Clerk
U. S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
DANNY W. PATCH,)
)
Defendant.)

CIVIL ACTION NO. 83-C-110-B

DEFAULT JUDGMENT

This matter comes on for consideration this 28 day of March, 1983, the Plaintiff appearing by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Philard L. Rounds, Jr., Assistant United States Attorney, and the Defendant, Danny W. Patch, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Danny W. Patch, was personally served with Summons and Complaint on February 25, 1983. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. 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, Danny W. Patch, for the principal sum of \$379.17, plus interest at the legal rate from the date of this Judgment until paid.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

MAR 29 1983

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

LAURA JEAN FRYE,)	
)	
Plaintiff,)	
)	
vs.)	No. 81-C-374-E
)	
WILLIAM HENRY MEADS, an individual)	
and ROGERS COUNTY PARAMEDICAL SER-)	
VICES, INC., an Oklahoma corpora-)	
tion,)	
)	
Defendants.)	

JUDGMENT

This action came on for jury trial before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly tried and a decision having been duly rendered by the jury,

IT IS ORDERED AND ADJUDGED that the Plaintiff, Laura Jean Frye, recover of the Defendants, William Henry Meads and Rogers County Paramedical Services, Inc. the sum of \$50,000.00 with interest thereon at the statutory rate and her costs of action.

DATED at Tulsa, Oklahoma this 29th day of March, 1983.



 JAMES O. ELLISON
 UNITED STATES DISTRICT JUDGE

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

FILED

MAR 29 1983

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

AMERICAN GENERAL FIRE & CASUALTY)
COMPANY, a foreign corporation,)
)
Plaintiff,)
)
vs.)
)
PAWHUSKA GOLF & COUNTRY CLUB,)
INC., an Oklahoma corporation;)
PRICILLA LANGHAM; BARRY A.)
LANGHAM; and DIANNE F. SUMPTER,)
individuals,)
)
Defendants.)

No. 82-C-499-E

JUDGMENT DISMISSING ACTION
BY REASON OF SETTLEMENT

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown within one (1) year from the date of this Order that settlement has not been completed and further litigation is necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this judgment by United States mail upon the attorneys for the parties appearing in this action.

Dated this 29th day of March, 1983.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

MAR 29 1983

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

FRANCES VIRGINIA BROWNING,)
personally and as the represen-)
tative of the heirs of Clarence A.)
Browning, deceased,)

Plaintiff,)

vs.)

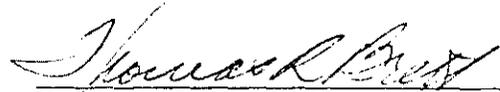
FIBREBOARD CORPORATION, et al.,)

Defendants.)

No. 82-C-131-BT

ORDER

AND NOW on this 29th day of March, 1983, there came on before the undersigned United States District Judge for the Northern District of Oklahoma the parties' Stipulation for Dismissal With Prejudice. The Court finding that the parties have compromised and settled their differences finds that an Order of Dismissal With Prejudice should be issued and is hereby ordered that the above-entitled action by the Plaintiff against the Defendant, Eagle-Picher Industries, Inc., only, is hereby dismissed with prejudice, the rights to the bringing of a future action.



United States District Judge

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAR 29 1983

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

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	CIVIL ACTION NO. 82-C-90-E
)	
LAIRD R. BOYD,)	
)	
Defendant.)	

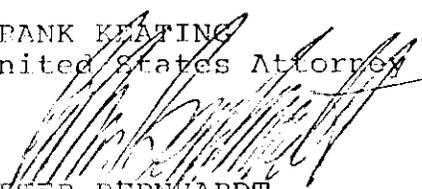
NOTICE OF DISMISSAL

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

Dated this 29th day of March, 1983.

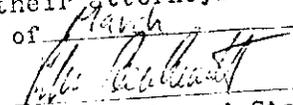
UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney


PETER BERNHARDT
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the 29th day of March, 1983.


Assistant United States Attorney

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

1983

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

CURTIS S. GREEN, DAVID R.)
SYLVAN, GEORGE B. DALY, JR.,)
DON H. NELSON AND GEORGE B.)
KAISER)
)
Plaintiffs,)
)
v.)
)
EXXON CORPORATION,)
)
Defendant.)

Case No. 79-C-444-E

STIPULATION OF DISMISSAL WITH
PREJUDICE PURSUANT TO RULE 41(a)(1)(ii)

Comes now the plaintiffs, Curtis S. Green, David R. Sylvan, George B. Daly, Jr., Don H. Nelson and George B. Kaiser and the defendant, Exxon Corporation, and stipulate that this action be dismissed with prejudice to its refiling.

Frederic Dorwart
J. Michael Medina
Suite 700, Holarud Building
10 East Third Street
Tulsa, Oklahoma 74103
(918) 584-1471

Michael Gosh
Attorneys for the Plaintiffs

G. Michael Lewis
Richard P. Hix
1200 Atlas Life Building
415 S. Boston
Tulsa, Oklahoma 74103

Richard P. Hix
Attorneys for the Defendant

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA APR 18 1983

FRANCIS OIL AND GAS, INC.,)
)
 Plaintiff,)
)
 v.)
)
 EXXON CORPORATION,)
)
 Defendant.)

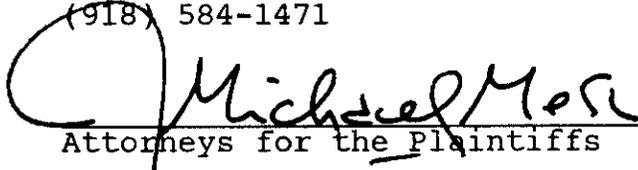
Jack C. Silver, Clerk
U. S. DISTRICT COURT

Case No. 77-C-161-E

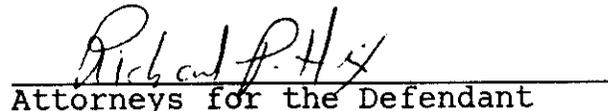
STIPULATION OF DISMISSAL WITH
PREJUDICE PURSUANT TO RULE 41(a)(1)(ii)

Comes now the plaintiff, Francis Oil and Gas, Inc., and
the defendant, Exxon Corporation, and stipulate that this action
be dismissed with prejudice to its refiling.

Frederic Dorwart
J. Michael Medina
Suite 700, Holarud Building
10 East Third Street
Tulsa, Oklahoma 74103
(918) 584-1471


Attorneys for the Plaintiffs

G. Michael Lewis
Richard P. Hix
1200 Atlas Life Building
415 S. Boston
Tulsa, Oklahoma 74103


Attorneys for the Defendant

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

FILED

MAR 8 1983

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

BILL COTNER and BILL COTNER)
HOMES, INC., an Oklahoma)
corporation,)
Plaintiff,)
vs.)
THE HARTFORD INSURANCE)
COMPANY, a Connecticut)
corporation,)
Defendant.)

NO. 81-C-465-B

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

This matter comes before the Court on plaintiffs' suit for breach of contract brought against their comprehensive liability insurance carrier for the carrier's refusal to defend plaintiffs or pay judgments rendered against plaintiffs. In the Supplemental Pre-Trial Order of January 25, 1982, and joint statement of January 21, 1982, the parties agreed to submit to the Court the question of coverage of the insurance policy as a matter of law on the factual record presented, consisting of depositions, affidavits, documents and stipulations. The matter was referred to the Magistrate, who has filed Findings and Recommendations. No objections to the Magistrate's Findings and Recommendations have been filed.

The Court has carefully considered the Magistrate's Findings and Recommendations, and independently reviewed the evidence presented by the parties, as well as the proposed findings of fact

and conclusions of law, and the trial briefs submitted by the parties. Based on this review, the Court hereby affirms the ultimate findings and conclusions of the Magistrate and enters the following findings of fact and conclusions of law:

FINDINGS OF FACT

(The first eight Findings of Fact are admitted facts numbered 1 through 8 in the Pre-Trial Order filed December 2, 1981).

1. The defendant's casualty insurance policy, No. 38C717287 was in force and effect, during the period of time from January 18, 1975 to January 18, 1976. (Plffs. Ex. No. 1)

2. Bill Cotner Homes, Inc., sold a residence to Phillip E. Childers on December 29, 1975 as a new house and impliedly warranted that same had been completed in a workmanlike manner.

3. On May 23, 1980 Phillip E. Childers and Victoria R. Childers recovered a judgment in the District Court of Wagoner County against the plaintiffs for \$30,625.00 with interest thereon at the rate of 12% per annum until paid in full.

4. Bill Cotner Homes, Inc., sold a residence to Richard A. and Linda Harris and that they recovered a judgment in the District Court of Tulsa County, Oklahoma, Cause No. C 76-486, for defective workmanship on November 20, 1978. Plaintiff, Bill Cotner Homes, Inc., satisfied the Harris' judgment on January 23, 1980 by paying the sum of \$22,500.00.

5. Defendant is a corporation organized under the State of Connecticut with its principal place of business and home office located in Hartford, Connecticut.

6. Bill Cotner Homes, Inc., is a corporation organized under the laws of the State of Oklahoma with its principal place of business located at Broken Arrow, Oklahoma.

7. Bill Cotner is a citizen of the State of Oklahoma residing in the City of Tulsa at the time of accrual of the cause of action and is now a citizen of the State of Missouri.

8. C.B. Savage, an attorney, was paid a reasonable attorney's fee of \$4,800.00 to defend the plaintiffs in the Harris' and Childers' cases.

9. At all material times there has been a diversity of citizenship between the plaintiffs and defendant and the amount in controversy, exclusive of interest, costs, and penalties, exceeds the sum of \$10,000.

10. Defendant's policy, Plaintiffs' Exhibit 1, provides coverage for Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, Uninsured Motorist Insurance, and Automobile Physical Damage Insurance. No coverage is provided for products liability insurance.

11. The alleged acts resulting in damages to the HARRISES and Childers residences occurred during the period when coverage under the policy was in effect.

12. In the state court action by the Childers against Bill Cotner and Bill Cotner Homes, Inc., Defendants, the Court found that "the Defendants and each of them were the builder-vendor of [the property described]; that the "Defendants sold said real property to Plaintiffs on the 29th day of December 1975 as a new

house and impliedly warranted that such was completed in a workmanlike manner, was and would thereafter be reasonably fit for occupancy as a place of abode;" that "on or about the 1st day of November, 1975 Defendants expressly warranted said new construction for one year from date of closing against any defective materials and workmanship;" that "Defendants and each of them breached both such implied warranty and such expressed warranty in that certain defects appeared within the first three months following delivery of the deed." (Plff. Ex. 6)

13. In the state court action by the Harrises against Bill Cotner Homes, Inc., Defendant, the Harrises recovered judgment against Defendant on a jury verdict which "[found] the issues for the Plaintiffs." (Plffs. Ex. 7) In their "Amended Petition" in the state court action the Harrises alleged "that on or about December 12, 1975, the above described real property was conveyed to them by defendant and that they have had title and possession since that time;" that defendant "agreed to erect and build in substantial and workmanlike manner a dwelling house upon [described property];" that "defendant agreed that normal builders warranties were to apply to the construction of said dwelling;" that the defendant violated the express warranties of his construction agreement and the implied warranty of fitness; that "the residence constructed by the defendant was not built in a substantial and workmanlike manner;" that "the defendant failed to properly install the foundation footings for the house and otherwise failed to properly prepare the surface and supporting soil material

upon which the house was constructed" and that "the house, foundation, slab flooring and front porch has cracked."

(Plffs. Ex. 8)

14. The relevant policy exclusions (Plffs. Ex. 1) are:

"This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement ... but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

* * *

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

* * *

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;..."

15. When the Childers sued Cotner in the District Court of Wagoner County, Cotner tendered the lawsuit to Hartford for defense but Hartford refused to defend Cotner and has continued to refuse to pay the judgment entered against Cotner.

16. When the Harrises sued Cotner in the District Court of Wagoner County, Cotner tendered the lawsuit to Hartford for defense but Hartford refused to defend Cotner and has continued to refuse to pay the judgment entered against Cotner.

17. On February 1, 1980, Hartford wrote a letter to Cotner which gave the specific grounds for denial. The grounds specified were that an exclusion existed for:

"Injury or damage to property resulting from the failure of the named insured's products to perform the function or serve the purpose intended by the named insured,"

and that an exclusion existed for:

"Property damage to the Named insured's product arising out of such product or any part of such product."

18. Insofar as a Conclusion of Law could be characterized as a Finding of Fact, it is incorporated herein.

CONCLUSIONS OF LAW

1. The Court has jurisdiction over the subject matter and the parties to this action. 28 U.S.C. §1332.

2. Title 15 of the Oklahoma Statutes provides the Court with a number of rules for the construction of contracts. But "these rules are merely aids to the court in reaching the cardinal object, the intent of the parties at the time of the contract." Universal Underwriters Insurance Company v. Bush, 272 F.2d 675, 678 (10th Cir. 1959).

In Prowant v. Sealy, 187 P. 235, 239 (Okla. 1919), the Court stated:

"Where a written contract is complete in itself, and the same, viewed in its entirety, is unambiguous, its language is the only legitimate evidence of what the parties intended by it; the intention of the parties is to be gathered solely from the words used; and courts will not resort to construction, but will enforce the contract according to its terms..."

15 O.S. §160 provides:

"The words of a contract are to be understood in their ordinary and popular sense, rather than according to their strict legal meaning, unless a meaning is given to them by usage, in which case the latter must be followed."

3. If the language of the insurance contract is uncertain, it must be construed against the drafter thereof, the insurance carrier. 15 O.S. §170. See also, King-Stevenson Gas & Oil Co. v. Texam Oil Corp., 466 P.2d 950 (Okla. 1970).

4. "Exclusions in the body of policy are as much a part of the contract as the stated coverage and cannot be ignored in construing the policy." Shultz v. Commercial Standard Insurance Company, 308 F.Supp. 202, 203 (W.D. Okla. 1970)

Exclusion (o) as clearly set out, is not ambiguous and is in language that the average layman in the construction business, such as Cotner, would understand. It specifically excludes coverage "to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith."

As noted by the court in Shultz v. Commercial Standard Insurance Company, supra:

"The exclusion clause involved is clearly set out and printed in the same size type as the result of the policy and is clearly labeled 'exclusions' in black face type. In these circumstances, the Court finds that the insurance policy is not ambiguous. Therefore, the rule that an insurance contract is to be construed in favor of the insured and against the insurer and the rule that parol evidence may be admitted to ascertain the true meaning

of an ambiguous contract do not come into play in this case because it cannot be fairly said that there is a real ambiguity in the terms of the policy."

308 F.Supp. at 204.

5. Plaintiffs' contention that the language in exclusion (a) beginning with "but this exclusion" and ending with "workmanlike manner" applies to exclusions (o) and (l) is contrary to the clear meaning of the language "this exclusion does not apply..." (emphasis added). Exclusions (b), (e), (f), (h), (j), (k) and (m) also contain language similar to "this exclusion does not apply" language of exclusion (a). Exclusions (l) and (o) do not contain any such conditional language.

6. The Comprehensive General Liability Insurance coverage under the Hartford policy does not include property damage coverage for breach of warranty that the work performed by or on behalf of the named insured will be done in a workmanlike manner.

7. Exclusion (n) is not applicable under the facts of this case because Cotner's claims are not based on "property damage to the named insured's products arising out of such products or any part of such products." Products liability insurance is not included nor was any premium shown for such coverage on the "Schedule" under "Comprehensive General Liability Insurance - Coverage Part."

8. Based on the "admitted" facts numbers 2 and 4, which state that Cotner "sold" residences to the Childers and the Harrises and based on the facts as revealed in Plaintiffs' Exhibits 6, 7 and 8, it appears that exclusion (l) would also

exclude coverage because Cotner's claims are based on "property damage to premises alienated by the named insured arising out of such premises or any part thereof." Although exclusion (1) was not referred to in defendant's letter to Cotner of February 1, 1980 as one of the grounds for denial of coverage, such omission by defendant does not preclude defendant from asserting such exclusion as a defense in this case. In Allied Steel Construction Co. v. Employers Casualty Co., 422 F.2d 1369 (10th Cir. 1970), the plaintiff contended that defendant insurance company "had waived or was estopped from relying on the exclusion relating to damage to work performed by the insured since it had initially denied coverage on another exclusion in the policy (care and custody)." 422 F.2d at 1370. The "work performed" exclusion in Allied Steel Construction Company is identical to exclusion (o) in the instant case. The Court in Allied Steel Construction Co. stated:

"The appellant's only contention with regard to the application of the provision excluding liability for damage done to work performed by the insured is that the appellee has either waived its right to deny coverage under the extension or is estopped from relying on the exclusion by reason of its first assertion of the other exclusion. The appellant, in adopting this position, misconstrues the doctrines of waiver and estoppel.

In State Farm Mutual Automobile Ins. Co. v. Petsch, 261 F.2d 331 (10th Cir.), this court defined 'waiver' as an 'intentional relinquishment of a known right.' See also Continental Ins. Co. of New York v. Hall, 192 Okl. 570, 137 P.2d 908 (1943). There is nothing in the record to indicate, and the appellant does not allege, that the appellee ever intended, or suggested by its words or conduct that it intended, to give up the right to rely on the 'work performed' exclusion."

Cotner's contention that defendant waived reliance on the "pre-mises alienated" exclusion is without merit.

9. Plaintiffs' claims asserted herein against defendant are not covered under Hartford's Policy No. 38C718287.

10. Plaintiffs' bad faith claim is rendered moot by the Court's conclusion of "no coverage" herein.

11. In accordance with these Findings of Fact and Conclusions of Law, the Court hereby orders that judgment for defendant and against the plaintiffs shall be entered this date.

ENTERED this 28th day of March, 1983.

A handwritten signature in cursive script, reading "Thomas R. Brett", is written over a horizontal line.

THOMAS R. BRET
UNITED STATES DISTRICT JUDGE

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

SENECA-CAYUGA TRIBE OF OKLAHOMA,
An Organized Tribe of Indians,
as Recognized Under and by the
Laws of the United States,

Plaintiff,

vs.

FLOYD INGRAM, the Duly Elected
Sheriff of Ottawa County,
Oklahoma, and THOMAS H. MAY,
the Duly Elected District Attorney
of Ottawa County, Oklahoma,

Defendants.

No. 83-C-238-C

FILED

MOTION TO DISMISS

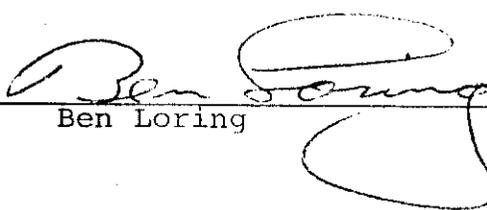
COMES NOW the Plaintiff, the Seneca-Cayuga Tribe of Oklahoma,
and moves the Court to dismiss the above-entitled action.

DATED this 22nd day of March, 1983.

SENECA-CAYUGA TRIBE OF
OKLAHOMA, Plaintiff

HALL, LORING & ASSOCIATES, P.C.
Attorneys for Plaintiff

By


Ben Loring

ORDER

NOW, on this 28th day of March, 1983, the above-styled cause
is hereby dismissed upon Motion of Plaintiff.


Judge of the District Court

CERTIFICATE OF DELIVERY

A true and correct copy of the foregoing Motion to Dismiss and Order was delivered on this 22 day of March, 1983, to Mr. Thomas H. May, District Attorney, Ottawa County Courthouse, Miami, Oklahoma, and Mr. Floyd Ingram, Sheriff, Ottawa County Courthouse, Miami, Oklahoma.

Ben Loring (Clerk)
Ben Loring

Hall, Loring & Associates, P.C.
Attorneys at Law
P. O. Box 888
Miami, Oklahoma 74355
918/542-5558

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

FILED

1983

JACK C. ...
U. S. DISTRICT COURT

NATIONAL GYPSUM COMPANY,)
a Delaware corporation,)
)
Plaintiff,)
)
vs.)
)
OKLAHOMA ORDNANCE WORKS)
AUTHORITY, an Oklahoma)
Public Trust,)
)
Defendant.)

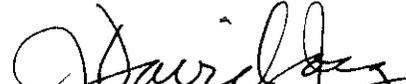
No. 83-C-158-C

JOINT STIPULATION OF DISMISSAL
WITHOUT PREJUDICE

Plaintiff National Gypsum Company and Defendant
Oklahoma Ordnance Works Authority hereby jointly stipulate and
agree, pursuant to F.R.Civ.P. 41(a)(ii) that this cause may
be, and the same is hereby, dismissed without prejudice, each
party to bear its own costs, expenses and attorneys' fees.



William C. Anderson



J. David Jorgenson

DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON
1000 Atlas Life Building
Tulsa, Oklahoma 74103

CONNER, WINTERS, BALLAINE,
BARRY & MCGOWEN
2400 First National Tower
Tulsa, Oklahoma 74103

Attorneys for Defendant
Oklahoma Ordnance Works
Authority

Attorneys for Plaintiff
National Gypsum Company

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

1983 MAR 28

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 RICARDO A. McCLEAN,)
)
 Defendant.)

CIVIL ACTION NO. 83-C-141-C

AGREED JUDGMENT

This matter comes on for consideration this 28^m day of March, 1983, the Plaintiff appearing by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, Ricardo A. McClean, appearing pro se.

The Court, being fully advised and having examined the file herein, finds that the Defendant, Ricardo A. McClean, was personally served with Summons and Complaint on February 14, 1983. The Defendant has not filed his Answer but in lieu thereof has agreed that he is indebted to the Plaintiff in the amount alleged in the Complaint and that Judgment may accordingly be entered against him in the amount of \$323.40, plus interest at the legal rate from the date of this Judgment until paid.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover Judgment against the Defendant,

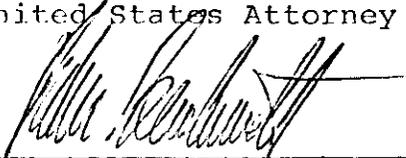
Ricardo A. McClean, in the amount of \$323.40, plus interest at the legal rate from the date of this Judgment until paid.

151 H. Dale Cook
UNITED STATES DISTRICT JUDGE

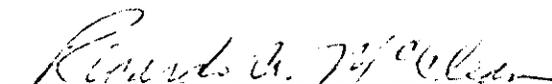
APPROVED:

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney



PETER BERNHARDT
Assistant U.S. Attorney



RICARDO A. McCLEAN

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED
1983
Jack C. Silver, Clerk
U. S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 RONALD LEE,)
)
 Defendant.)

CIVIL ACTION NO. 83-C-130-C

AGREED JUDGMENT

This matter comes on for consideration this 28th day of March, 1983, the Plaintiff appearing by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Nancy A. Nesbitt, Assistant United States Attorney, and the Defendant, Ronald Lee, appearing pro se.

The Court, being fully advised and having examined the file herein, finds that the Defendant, Ronald Lee, was personally served with Summons and Complaint on February 10, 1983. The Defendant has not filed his Answer but in lieu thereof has agreed that he is indebted to the Plaintiff in the amount alleged in the Complaint and that Judgment may accordingly be entered against him in the amount of \$386.67, plus interest at the legal rate from the date of this Judgment until paid.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover Judgment against the Defendant,

Ronald Lee, in the amount of \$386.67, plus interest at the legal rate from the date of this Judgment until paid.

151 H Dale Cook
UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney

Nancy A. Nesbitt
NANCY A. NESBITT
Assistant U.S. Attorney

Ronald Lee 3/10/83
RONALD LEE

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 V.)

CIVIL ACTION NO. 82-C-1193-C

Articles of drug consisting of the)
 following:)
)
 1,533 cases, more or less, each case con-)
 taining 12/60-tablet bottles, more or)
 less, and promotional material consisting)
 of brochures and display boards, and)
 500/60-tablet bottles, more or less,)
 labeled in part:)

DEFAULT DECREE OF
CONDEMNATION AND DESTRUCTION

(case))
)
 "FITNESS 2000 12 x 60 STARCH BLOCKER)
 W/DISPLAY")

FILED
MAY 23 1982
Jack C. Silver, Clerk
U. S. DISTRICT COURT

(bottle))
)
 "FITNESS 2000 STARCH BLOCKER TM 60 TAB-)
 LETS EACH TABLET CONTAINS SPECIAL LEGUME)
 CONCEN-TRATE 500 MG. *** JONES MEDICAL)
 INDUSTRIES, INC. CONSUMER HEALTH PRODUCTS)
 DIVISION 2141 SCHUETZ RD. ST. LOUIS, MO)
 63141 ****")

(brochure))
)
 Titled "STARCH INHIBITOR TABLET and EASY)
 TO FOLLOW EATING PLAN")

(brochure))
)
 Titled "FITNESS 2000 STARCH BLOCKER ***)
 STARCH GUIDE *** take one STARCH BLOCKER)
 for each 100 grams of starch eaten ****")

(display board))
)
 Titled "EAT POUNDS AWAY! FITNESS 2000)
 STARCH BLOCKER ****")

1,898 cases, more or less, each case con-)
 taining 12 cartons, and each carton con-)
 taining 6/60-tablet bottles, more or)

less, promotional material consisting of)
brochures and display boards, and 200/)
60-tablet bottles, more or less, labeled)
in part:)

(case))

"NATURAL WEIGHT LOSS INSTITUTE 12-6 x 60)
STARCH INHIBITOR W/EASEL SIGN BOARD")

(bottle))

"NATURAL WEIGHT LOSS INSTITUTE STARCH)
BLOCKER 60 TABLETS EACH TABLET CONTAINS)
SPECIAL LEGUME CONCEN-TRATE 500 MG. ***)
NATURAL WEIGHT LOSS INSTITUTE *** St.)
Louis, MO 63141 ***")

(brochure))

Titled "STARCH INHIBITOR TABLET and EASY)
TO FOLLOW EATING PLAN")

(display board))

Titled "LOSE POUNDS IN DAYS WITH Starch)
Inhibitor Tablets ***")

and undetermined quantities of the afore-)
said articles of drug similarly labeled,)
in any dosage, strengtn, and in any size)
container, which have been shipped in in-)
terstate commerce, and are in the posses-)
ion of Associated Beauty Companies, aka)
State Supply Warehouse Company, Tulsa,)
Oklanoma,)

Defendant.)

FILED

MAR 18 1982

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

DEFAULT DECREE OF CONDEMNATION AND DESTRUCTION

On December 21, 1982, a Complaint for Forfeiture against the above-described articles was filed by the United States Attorney for the Northern District of Oklahoma on behalf of the United States of America. The Complaint alleges that the aforesaid articles are drugs which may not be introduced or delivered for introduction into interstate commerce pursuant to said Act, 21 U.S.C. 355(a), since the articles are "new drugs" within the meaning of 21 U.S.C.321(p) and no approval of applications filed pursuant to

21 U.S.C. 355(b) are in effect for such drugs, and no notice of claimed investigational exemption under 21 U.S.C. 355(i) and regulation 21 CFR 312.1 are on file for the drugs.

Pursuant to Warrant for Arrest issued by this Court, the United States Marshal for this district seized said articles on December 27, 1982.

It appearing that process was duly issued in this action and returned according to law; and no claimant has appeared to claim the articles within the time specified by the applicable Rule C(b), Supplemental Rules of Civil Procedure:

Now, therefore, on motion of the United States of America, plaintiff herein, by the United States Attorney for this District, for Default Decree of Condemnation and Destruction, the Court being fully informed in the premises, it is hereby

ORDERED, ADJUDGED, AND DECREED that the default of all persons having any right, title, or interest in the articles under seizure in this action be and is hereby entered, and it is further

ORDERED, ADJUDGED, AND DECREED that the articles under seizure are drugs which may not be introduced or delivered for introduction into interstate commerce pursuant to said Act, 21 U.S.C. 355(a), since the articles are "new drugs" within the meaning of 21 U.S.C. 321(p) and no approval of applications filed pursuant to 21 U.S.C. 355(b) are in effect for such drugs, and no notice of claimed investigational exemption under 21 U.S.C. 355(i) and regulation 21 CFR 312.1 are on file for the drugs, as alleged in the Complaint and the drugs are therefore condemned pursuant to 21 U.S.C. 334(a), and it is further

ORDERED, ADJUDGED, AND DECREED, pursuant to 21 U.S.C. 334, that the United States Marsnal for tnis District shall forthwithn destroy tne condemned articles. The United states Marshal shall then make due return to this Court.

Signed at 10:04 A.M. July 6th this 28th day of March, 1983.

151 H. Dave Cook
UNITED STATES DISTRICT JUDGE

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

AUTOPILOTS CENTRAL, INC.,
An Oklahoma Corporation,

Plaintiff,

vs.

No. 82-C-762-C

CHARLES R. CHEREK, and
CRC ENTERPRISES, INC.,
A Colorado Corporation,

Defendant,

and

CRC ENTERPRISES, INC.,
A Texas Corporation,

Additional
Defendant.

FILED
MAR 21 1983
U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

ORDER

THIS MATTER comes on for regularly scheduled hearing, on this 17th day of March, 1983, before me, the undersigned Judge of this Court, on various motions presented by the Plaintiff. The Plaintiff appearing through their attorney, Brad Smith, and the Defendant appearing not, although having notice of said hearing, the Court proceeds to examine the Court file, hear statements of counsel, receive exhibits, and hear the testimony of two witnesses on behalf of the Plaintiff, and the Court finds as follows on said motions:

1. The Plaintiff's Motion to Compel discovery should be and is hereby sustained.

2. The Plaintiff's Motion for Order that Facts be Taken as Established should be and is hereby sustained. The facts contained within the Plaintiff's Request to Admit are hereby taken as established.

3. The Plaintiff's Motion for Default for Failure to Obtain Local Counsel and Motion to Strike Out Pleadings or Enter Default Judgment for Failure of Party to Answer Interrogatories is hereby sustained, and the allegations in Plaintiff's Petition taken as true.

After hearing evidence on the issue of punitive damages, and other matters, and hearing arguments of counsel the Court hereby grants a default judgment in favor of the Plaintiff, Autopilots Central, Inc., and against the Defendants Charles R. Cherek and CRC Enterprises, Inc., a Texas Corporation, in the sum of \$8,896.32 for actual damages, \$3,000.00 for punitive damages, \$1,300.00 as attorney's fees to be collect as costs of the action, prejudgment interest at the rate of 6 per cent per annum from March 19, 1982 to March 17, 1983 on the sum of \$8,896.32, postjudgment interest at the rate of ^{9.76}15 per cent per annum from March 17, 1983 on the sum of \$11,896.32, and the costs of this action.

Further, the Court grants the replevin prayer in the Plaintiff's Complaint, finding the allegations therein to be true, and hereby orders the Defendants to immediately turn over to said Plaintiff the possession of certain personal

property, to wit: One Aircraft, Piper Aztec, N6042Y, S/N
27-3228 in prosecution of the repairman's lien held by the
Plaintiff herein, for which let execution issue.

W. H. Dale Cook

U. S. DISTRICT JUDGE

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

FILED
MAR 28 1978

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

ALLEN RAY STEVENSON,)
)
 Plaintiff,)
)
 vs.)
)
 THE STATE OF OKLAHOMA, and THE)
 DEPARTMENT OF CORRECTIONS,)
)
 Respondents.)

No. 82-C-1105-B

O R D E R

This matter comes before the Court on a pro se petition for a writ of habeas corpus filed pursuant to 28 U.S.C.A. §2254 by Allen Ray Stevenson.

Petitioner is a prisoner at the Conner Correctional Center in Hominy, Oklahoma. Petitioner is presently serving a sentence of 75 years concurrent after pleading guilty to four counts of Armed Robbery and one count of Shooting with Intent to Kill in the District Court of Tulsa County, State of Oklahoma, Case Nos. CRF-77-2778, CRF-77-2779, CRF-77-2780, CRF-77-2781, and CRF-77-2792. The sentence imposed comports with that authorized by statute, 21 Okl. Stat. Ann., §§652, 801.

Petitioner petitioned the Oklahoma Court of Criminal Appeals for a Writ of Certiorari in Case No. C-78-308. The Court denied the petition on November 29, 1978. Petitioner then filed an Application for Post-Conviction Relief, pursuant to the Oklahoma Post-Conviction Procedure Act, 22 O.S. 1981, §1080 et seq., in the District Court of Tulsa County, State of Oklahoma.

On October 2, 1980, the Court entered its order denying the application. Subsequently, petitioner appealed the denial of post-conviction relief to the Oklahoma Court of Criminal Appeals, Case No. PC-80-601. On October 7, 1980, the Court affirmed denial of post-conviction relief. Petitioner has thus exhausted all available state remedies.

As an initial matter, the Court notes that petitioner raises no factual questions requiring an evidentiary hearing. See 28 U.S.C.A. §2254(d).

Petitioner alleges the sentencing court abused its discretion in sentencing him and in so doing violated petitioner's constitutional right to due process of law. He asserts:

"Petitioner should have been sentenced to 25 years concurrent on the charges he pled (sic) Guilty to due to the plea negotiations between himself and the State of Oklahoma for 25 years Concurrent on all the Charges. The petitioner at the time being a young man of 19 years of age and having no prior Criminal record, And having prior mental problems was so confused at the sentencing that he in fact did not know what was Transpiring (sic) in the Court room, Further the Petitioners (sic) Court Appointed Attorney did not Act in the Role of an Active Advocate in behalf of the Petitioner."

Both the Oklahoma Court of Criminal Appeals and the District Court of Tulsa County have made certain factual findings regarding petitioner's guilty plea. When a state court has held a full and final hearing of factual questions, including whether a guilty plea was made knowingly and voluntarily, the Court is bound by the determination of the state court unless it appears from the record that the factual decisions of the state court are not fairly supported by the record. Sumner v. Matta, 449 U.S. 539 (1981).

The Oklahoma Court of Criminal Appeals, in rejecting petitioner's Petition for Writ of Certiorari, found that Stevenson rejected a plea bargain in which he would have pled guilty to all of the charges and the state would have recommended that all sentences be set at 25 years concurrently. Petitioner had argued that because he was 19 years old and a first-time offender, the trial court abused its discretion in imposing the sentences it did. The Court noted, though, that petitioner committed four armed robberies in less than three weeks, and that during one robbery a man was shot in the head. The court found that under these circumstances, no abuse of discretion in imposition of sentences had occurred. The Court also considered and rejected petitioner's argument that because of a possible mental disability resulting from childhood illness, petitioner should have been committed for evaluation. The court concluded that the trial court had followed correct procedures in deciding petitioner was competent to stand trial. Finally, the court said petitioner's plea of guilty was made in a knowing and voluntary manner.

The District Court of Tulsa County also considered petitioner's claims in its Order denying Application for Post-Conviction Relief. Reviewing the transcript of proceedings in the case, the District Court observed that petitioner had stated he was satisfied with the representation he received, and that he understood that in pleading guilty and rejecting the plea bargain offered by the state, the length of sentence would be left entirely up to the trial court. The court concluded on the

basis of the transcript that petitioner voluntarily, intelligently and knowingly waived his rights and entered pleas of guilty to the felony charges.

The issue in this action is whether, in light of all the facts, including advice of competent counsel, the plea was made voluntarily. Lattin v. Cox, 355 F.2d 397, 399 (10th Cir. 1966). Here both the Oklahoma Criminal Court of Appeals and the District Court of Tulsa County found that petitioner's guilty plea had been made in such a manner. Further, the District Court found that the defendant had been adequately represented.

Petitioner's contention that the assistance of counsel was ineffective is not supported by the record. An attorney may offer his client a prediction of the sentence possibilities the accused should weigh in considering a plea, and an erroneous sentence estimate does not render the plea involuntary. Wellnitz v. Page, 420 F.2d 935, 936 (10th Cir. 1970).

Having reviewed the record as a whole, the Court concludes the factual findings of the District Court of Tulsa County and the Oklahoma Court of Criminal Appeals are fairly supported by the evidence therein. Petitioner, upon the advice of competent counsel, knowingly and voluntarily rejected a plea bargain and placed sentencing entirely at the discretion of the court. Having done so, he cannot now vacate his plea simply because he anticipated getting a lighter sentence. United States v. Battle, 467 F.2d 569 (5th Cir. 1972).

Petitioner's petition for Writ of Habeas Corpus is hereby denied.

ENTERED this 28th day of March, 1983.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

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

THE BOARD OF TRUSTEES OF THE)
PIPELINE INDUSTRY BENEFIT FUND,)
4845 South 83 East Avenue,)
Tulsa, Oklahoma 74145,)

Plaintiff,)

vs.)

No. 83-C-120-E

BEECH CONSTRUCTION, INC.,)
3880 North M-18,)
Gladwin, Michigan 48624,)

Defendant.)

ORDER OF DISMISSAL

Now on this 28 day of March, 1983, plaintiff's Motion to Dismiss coming on for consideration and counsel for plaintiff herein representing and stating that all issues, controversies, debts and liabilities between the parties have been paid, settled and compromised;

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

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

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

82 C 362 E

WILLIAM WATTS and ENE WATTS,

Plaintiffs,

v.

BRANIFF AIRWAYS, INC.,

Defendant.

FILED

STIPULATION AND ORDER OF DISMISSAL

This cause, having been fully compromised and settled for just and fair consideration between the parties, it is hereby stipulated, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, that the Complaint and cause be and they hereby are, dismissed with prejudice, each party to pay its own costs.

Dated this 28 day of March, 1983.

BY THE COURT:

HONORABLE JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

MORREL, HERROLD & WEST, INC.

CONKLIN & ADLER, LTD.

By: R. Dow Bonnell

R. Dow Bonnell, #
4111 South Darlington, #600
Tulsa, OK 74135
(918) 664-2424

Attorneys for Plaintiffs

By: Susan Y. Young

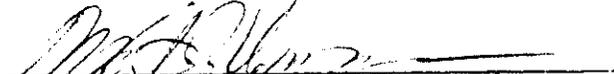
Susan Y. Young, #10,759
3801 East Florida Ave., #200
Denver, CO 80210
(303) 758-1055

Attorneys for Defendants

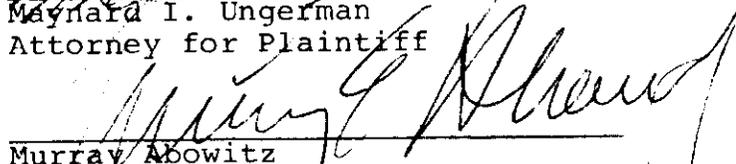
Dated this 25 day of March, 1983.

~~S/ THOMAS R. BRETT~~
United States District Judge

APPROVED AS TO FORM AND CONTENT:



Maynard I. Ungerman
Attorney for Plaintiff



Murray Abowitz
Attorney for Defendant,
Keene Corporation

MHI:slb
2/28/83

FILED

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

OPAL M. HULSMAN,)
)
 Plaintiff,)
)
 vs.)
)
 FIBREBOARD CORPORATION, et al.,)
)
 Defendants.)

Jack C. ...
U.S. District Court

NO. 82-C-648-B

JOURNAL ENTRY OF JUDGMENT

NOW, on this 8th day of February, 1983, this cause comes on to be heard on the Motion for Summary Judgment of the Defendant, Keene Corporation. The parties appeared by their respective counsel, and the Court, being fully advised in the premises and on consideration of all the papers filed herein and statements of counsel, finds that the Defendant's Motion for Summary Judgment should be sustained, and the Court finds that Plaintiff has no evidence tending to prove any exposure by the Plaintiff to Defendant's products.

The Plaintiffs further reiterate the position they took on the 8th day of February, 1983, in regard to requesting the Court to adopt the alternative theory of liability and/or enterprise theory of liability per the Abbott v. Sindall case.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment of the Defendant, Keene Corporation be, and the same is, hereby sustained, and judgment entered in favor of Defendant, Keene Corporation, and that Plaintiff take nothing by her Complaint filed herein.

LAW OFFICES
UNGERMAN,
CONNER &
LITTLE

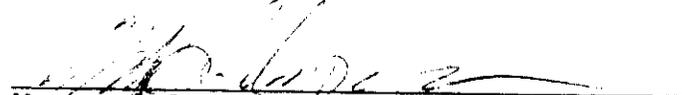
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SUITE 400

P. O. BOX 2099
TULSA, OKLAHOMA
74101

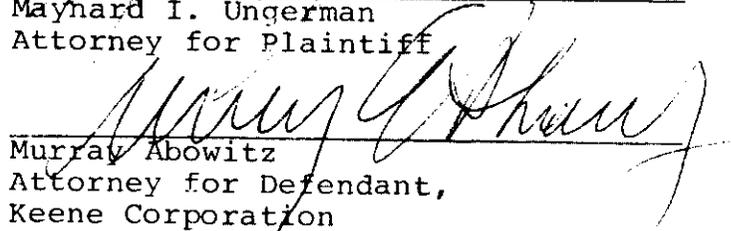
Dated this 25 day of March, 1983.

S/ THOMAS R. BRETT
United States District Judge

APPROVED AS TO FORM AND CONTENT:



Maynard I. Ungerman
Attorney for Plaintiff



Murray Abowitz
Attorney for Defendant,
Keene Corporation

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

FILED

MAR 25 1983

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

PUBLIC SERVICE COMPANY)
OF OKLAHOMA,)
)
Plaintiff,)
)
vs.) NO. 82-C-622-B
)
BURLINGTON NORTHERN RAILROAD)
COMPANY, a corporation, and)
MISSOURI PACIFIC RAILROAD)
COMPANY, a corporation,)
)
Defendants.)

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

This is an action for declaratory judgment and for a permanent injunction brought by Public Service Company of Oklahoma ("PSO") to prevent defendants Burlington Northern Railroad Company ("BN") and Missouri Pacific Railroad Company ("MP") from collecting the rate established by a tariff on file with the Interstate Commerce Commission ("ICC") for the shipment of coal from Gillette, Wyoming to Oologah, Oklahoma. PSO seeks an order declaring that it has an enforceable agreement with the defendants, BN and MP, for the filing of a predetermined annual escalation of the rail transportation rate applicable to said coal shipments. Alternatively, PSO requests that BN and MP's alleged promise be enforced on a theory of promissory estoppel.

The matter is before the Court on a motion for summary judgment filed by the defendants, BN and MP, and a motion for partial

summary judgment filed by the plaintiff, PSO. BN and MP contend as a matter of law the parties did not and could not have entered into a binding contract during the period in question because such contracts were unenforceable; that this Court has no subject matter jurisdiction over the plaintiff's claim of promissory estoppel; and further, that the doctrine of promissory estoppel is not applicable herein. The defendants also assert as matters of undisputed fact that the parties had no intent to contract, and that plaintiff did not rely on any representations of the defendants in taking actions related to the construction and operation of its coal-fired generating station at Oologah, Oklahoma. The plaintiff contends as a matter of law that a contract to file and escalate a tariff is lawful under the Interstate Commerce Commission Act and that the "grandfather" provision of the Staggers Act §208, confirms a remedy in the courts for breaches of pre-1978 agreements.

Having reviewed the pleadings, the record offered in support of the pending motions, and considered the applicable legal authority as well as arguments of counsel, the Court concludes the defendants' motion for summary judgment should be sustained and the plaintiff's motion for partial summary judgment should be overruled. The Court submits the following Findings of Fact and Conclusions of Law in support thereof:

FINDINGS OF FACT

1. The plaintiff, PSO, is a public utility incorporated under the laws of the State of Oklahoma with its principal place

of business in Tulsa, Tulsa County, Oklahoma, engaging in the business of generating, transmitting, and selling electrical energy. The defendant BN, incorporated under the laws of the State of Delaware with its principal place of business in St. Paul, Minnesota, and the defendant MP, incorporated under the laws of the State of Missouri with its principal place of business in St. Louis, Missouri, are interstate railroads engaged in hauling freight for hire. The amount in controversy exceeds the sum of \$10,000.00.

2. PSO contends a document (Plaintiff's Exhibit 3b with attachments, Transcript of Proceedings, Hearing on Motion for Temporary Restraining Order or Preliminary Injunction, June 24, 1982, pp. 46-47) from BN and MP signed and dated November 9, 1976 and signed by PSO on March 3, 1977 constitutes a binding contract. The document grew out of previous negotiations and refers to transportation of coal by unit train from Gillette, Wyoming to Oologah, Oklahoma, with the coal movement to continue for "approximately 20 years." The document calls for the railroad to file a tariff with the Interstate Commerce Commission and to increase the tariff rate only in accordance with an agreed upon escalation formula. The rate in effect and tariff ICC BN 4190, from the initial filing on February 25, 1979 and as escalated three times according to the formula up to July 1, 1982, was consistent with the rate called for in the escalation formula attached to the document. By tariff filed June 3, 1982, to be effective on June 25, 1982, the BN and MP proposed to increase

the rate to a level of \$15.72 a ton which is in excess of the purported agreed escalation rate, without the concurrence of PSO.^{1/}

3. On June 30, 1982 this Court denied the PSO motion for temporary restraining order and/or preliminary injunction relative to BN and MP's imposition of the new tariff. Since July 1, 1982 PSO has been paying the new tariff rate charged into the Clerk of the Court each month and the fund has been invested pursuant to agreement of the parties.

4. In the period 1973-74, Mr. Curtis J. Hockaday served as Assistant Vice-President of Energy Marketing Development for the Burlington Northern Railroad and in that capacity provided rate quotations to PSO and other utilities. (Oral deposition of Mr. Curtis J. Hockaday at p. 3) Mr. Hockaday testified in part as follows (P.12):

Q. Let me ask you, Mr. Hockaday, is it generally your experience that utilities, in planning for a coal-fired generating station will plan for their transportation charges prior to making any substantial investment?

A. Utilities have tried to arrange their transportation costs in the form of contracts, but up until 1978, contracts were illegal and all utilities which we used to talk to about their coal movements were so advised, prospective coal movements, were so advised without exception.

Page 22:

Q. Let me ask you, did you negotiate with shippers as to the rate and escalation formula that was proposed to be used for a particular movement?

^{1/} Each party has agreed Plff. Ex. 3b was a moral commitment. Thus, by the railroads' contention herein they adopt an amoral approach. (Depo. of Curtis J. Hockaday, 9-1-82, p. 42, Ex. F to Defendants' Motion for Summary Judgment; Bill J. Harris testimony before the ICC, 4-8-80, p. 43, Ex. A to Defendants' Motion for Summary Judgment).

- A. Yes. We negotiated--we tried to reach an understanding with them as to our intent and their intent. As I said, without exception, each and every one of the utilities was always advised that we could not contract for rates or escalation or anything like that because it was illegal.

Bill J. Harris,^{2/}a PSO vice president and sole negotiator with BN and MP regarding unit train shipments of coal during the period 1974 to 1976 (Oral deposition of Bill J. Harris, Volume I, at pp.26-28), testified before the ICC on April 8, 1980 with regard to the movement at issue in this case:

- Q. Looking at Exhibit MZL-2 which is the August 9, 1974 letter from Mr. Hockaday to you, in the second paragraph there is a reference to a \$0.648¢ per net ton rate. Do you consider that a binding offer of some sort?

- A. Yes, I felt it was a binding offer in that from the very beginning we had talked about binding and non-binding. From the outset Mr. Hockaday said the railroad was not allowed by the ICC to make long term agreements but since we were making an enormous investment than (sic) the railroads would also have to make considerable investment in order to implement this agreement.

I call it a moral agreement to be fulfilled by both parties.

* * *

JUDGE BROWNING: Why do you not ask him that question, what his understanding is of a legally binding offer or agreement is?

MR. POST: I am certain Mr. Harris understands the question Your Honor has posed. Would you please answer.

^{2/} Bill J. Harris is presently and since October 15, 1976, the President and Chief Operating Officer of Central & Southwest Corporation, the parent corporation of Public Service Company of Oklahoma.

THE WITNESS: To me, a legally binding agreement is a document that is signed by both parties with certain stipulations and is legal according to all regulatory authorities that might be involved and is enforceable under the law.

(Testimony of Bill J. Harris before the ICC,
Docket 37339F April 8, 1980 at 42-45)

Mr. Harris further testified before the ICC in April 1980 regarding this movement:

Q. I take it that it was never your understanding from the first or even later on that the railroad could offer a year-to-year commitment locking PSO into something on the order of 16 to 20 years? Is that not correct?

A. If you are talking about what I term an enforceable contract, no. By the same token I did everything I could to convince the utility executives of Public Service Company of Oklahoma that I personally was binding the corporation because we were making a big investment and the railroads were making a big investment to take care of our needs.

The fact that the railroad told me that the ICC would not let them enter into a long term contract, I understood what they were saying. We were both new at this business of long-term deals with unit trains. The ICC just did not approve of long-term contracts at the time. In fact it was said to me by Curt that maybe at some time in the future the ICC would permit long-term contracts for unit trains.

* * *

Q. There is no question in your mind when you executed the agreement of January of 1975, neither the railroad nor PSO could approach the ICC with a long-term tariff locking PSO into a 15 or 20 year lease?

A. Yes, I understood that.

Q. That was also true at the time the letter of understanding was later acknowledged by PSO in March 1977?

A. That is true. At the same time I had confidence in Curtis Hockaday and in his associates that they were

not lying to me, that they were telling me they intended to fulfill their part of this commitment and we intended to fulfill our part of the commitment even though the ICC could not approve of longer than a one-year tariff.

- Q. I take it is now your position that in 1980 the ICC should go back and take the two documents you referred to, the August 1974 letter and the March 1977 letter of understanding and now construe those as long term binding contracts with a term that goes up to say 1994? Is that right?
- A. I don't know that I think they should make it a long-term contract. I think the railroads should do what they said they would do then and we intend to do what we said we would do. I thought we had an agreement, perhaps not an enforceable agreement, but I thought we had an agreement.

(Harris ICC testimony 45-47)

Concerning not referring the letter of understanding (Plaintiff's Exhibit 3B with attachments) to the PSO legal department for review and approval which was the normal procedure, Mr. Bill Harris testified:

- Q. You said previously that sort of normal procedure was not followed with respect to the letter of understanding or the earlier rate quote. Is that not true?
- A. Yes, that is true. I did not feel it was nearly as complicated plus the fact the railroad told me repeatedly that it was not an enforceable contract. I was having to rely on what they said and not what was written on paper.

(Harris ICC testimony at p. 64)

At the hearing on PSO's motion for a temporary restraining order, Mr. Harris reaffirmed all of his testimony in the April 1980 ICC proceeding. (Testimony of Bill J. Harris at Proceedings on Motion for Temporary Restraining Order or Preliminary Injunction, June 24, 1982, at pp. 10-11).

In view of the testimony set out above it is clear the parties knew they could not enter into a private long-term binding coal transportation tariff or rate. The parties agreed by plaintiff's Exhibit 3b with attachments to enter into a legally non-binding letter of intent or understanding.

5. In November 1978, the ICC issued a policy statement announcing that contract rates would henceforth not be regarded as illegal per se. "In the past," the ICC noted in its statement, "contract rates between railroads and shippers have been held to be illegal as in violation of the Interstate Commerce Act." In the future, the statement concluded, "[C]ontract rates may be filed with the Commission under normal procedures, and their lawfulness will be determined on a case-by-case basis." [Ex Parte No. 358-F, Change of Policy Railroad Contract Rates November 9, 1978, p.1,11] (Exhibit G to defendants' motion for summary judgment).

6. The purported agreement urged by PSO was not submitted for approval nor approved by the ICC pursuant to ICC Ex Parte No. 358-F, Change of Policy Railroad Contract Rates, November 9, 1978, before the Staggers Act became effective on October 1, 1980.

7. To what extent PSO relied upon the letter of intent or understanding (Plaintiff's Exhibit 3b with attachments) in making some expenditures relative to the coal shipments is in dispute. Under the uncontroverted facts herein, PSO was without legal justification in relying on the unenforceable agreement.

CONCLUSIONS OF LAW

1. The Court has jurisdiction of the subject matter and parties in accordance with 28 U.S.C. §1331(a), §1332(a), §1337, and the Staggers Rail Act, 49 U.S.C. §10713.

2. Any Finding of Fact above which could be properly characterized a Conclusion of Law is incorporated herein.

3. Rule 56, F.R.Civ.P. provides summary judgment is proper when no genuine of material fact remains and the moving party is entitled to judgment as a matter of law. Bruce v. Martin-Marietta, 544 F.2d 442, 445 (10th Cir. 1976), and Ando v. Great Western Sugar Company, 475 F.2d 531, 535 (10th Cir. 1973).

I. THE FEDERAL REGULATORY SCHEME

4. Previous to November 9, 1978, and at the time of the alleged coal transportation contract herein, the regulatory scheme established by the Interstate Commerce Commission Act precluded binding private rate contracts between carriers and shippers. The Interstate Commerce Commission held such contractually binding rates to be unlawful per se. Guaranteed Rates, Sault St. Marie, Ontario to Chicago, 315 I.C.C. 311, 323 (1961); Contract Rates on Rugs and Carpeting from Amsterdam, N.Y., to Chicago, 313 I.C.C. 247, aff'd sub nom. New York Central Railroad v. United States, 194 F. Supp. 947 (S.D.N.Y. 1961)(3-judge court) per curiam, 368 U.S. 349 (1962). Accord, Union Pacific Corp., et al., 366 I.C.C. 462, 537 (1982); Ex Parte No. 270 (Sub-No.2), Investigation of Railroad Freight Service, 345 I.C.C. 1223, 1288-89

(1976). Kansas Power and Light Co. v. Burlington Northern Railroad ("Kansas Power & Light"), 544 F.Supp. 1336, 1345 (D.Kan.1982), appeal docketed, No. 82-2166 (10th Cir. Sept. 23, 1982); Kansas City Power and Light Co. v. Burlington Northern Railroad ("Kansas City Power & Light"), 534 F.Supp. 1318, 1322 (W.D.Mo. 1982), appeal docketed, No. 82-1378-WM (8th Cir. argued Dec. 15, 1982).

5. Previous to November 9, 1978, all rail freight moved pursuant to rates contained in published tariffs on file with the Interstate Commerce Commission. Arizona Grocery Company v. Atchison, Topeka & Santa Fe Ry., 284 U.S. 370, 384 (1932).

6. At the time of the alleged contract herein, private rate contracts between carriers and shippers were determined to be unenforceable. Kansas Power and Light Co. v. Burlington Northern Railroad, 544 F.Supp. 1336, 1346. Accord, Atchison, Topeka & Santa Fe Railway v. Bouziden, 307 F.2d 230, 234 (10th Cir. 1962); Empire Petroleum Company v. Sinclair Pipeline Company, 282 F.2d 913, 916 (10th Cir. 1960); Bernstein Bros. Pipe & Machinery Co. v. Denver & Rio Grande Western Railroad, 193 F.2d 441, 444 (10th Cir. 1951); T. & M. Transportation Co. v. S.W. Shattuck Chemical Co., 148 F.2d 777, 779 (10th Cir. 1945); Miller v. Ideal Cement Co., 214 F.Supp. 717, 720 (D.Wyo.1963).

7. Purported contracts limiting a railroad's prerogative and statutory obligation to file tariffs with the ICC have been rejected. Armour Packing Co. v. United States, 209 U.S. 56, 81-83 (1908); Farley Terminal Co. v. Atchison, Topeka & Santa Fe

Railway, 522 F.2d 1095, 1099 (9th Cir.) (per curiam), cert. denied, 423 U.S. 996 (1975); Sandusky-Portland Cement Co. v. Baltimore & Ohio Railroad, 187 F. 583 (7th Cir. 1911). Therefore, PSO's characterization of the alleged agreement herein as a contract to file a tariff at a specified rate and to escalate that rate according to a particular formula lacks support in the law and is without efficacy. Kansas Power & Light, 544 F.Supp. at 1347.

8. The pre-November 1978 regulatory scheme did not preclude carriers and shippers from discussing the provisions of the terms of a tariff that would contain the legally binding terms and conditions of any freight movement. Such discussions and informal understandings that resulted in filing of a tariff were a "common" and "normal" practice in the railroad industry. Kansas Power & Light, 544 F.Supp. at 1345. Special contracts had to be incorporated in the tariff on file with the ICC. Chicago & Alton Railway v. Kirby, 225 U.S. 155, 165 (1912). The alleged contract in this case has not been incorporated in any tariff so it cannot be determined lawful. A pre-existing private rate agreement cannot preclude a properly filed tariff rate from taking effect. ICC v. Chicago Great Western Railway, 209 U.S. 108, 119 (1908); Farley Terminal Co. v. Atchison, Topeka & Santa Fe Railway, 522 F.2d 1095, 1099 (9th Cir.) (per curiam), cert. denied, 423 U.S. 996 (1975);; Northern Railway Company v. St. Paul & Tacoma Lumber Co., 4 F.2d 359, 362-63 (9th Cir.) appeal dismissed, 269 U.S. 535 (1925). Cf. Iowa Power & Light Co. v.

Burlington Northern, Inc., ("Iowa Power"), 647 F.2d 796, 807 (8th Cir. 1981). (In the event of "a conflict between the duly filed rate approved by the regulatory agency, and a different rate arising from a private agreement, ... the established tariff rate, approved by the ICC, must prevail") cert. denied, 455 U.S. 907 (1982).

9. Although previous to November 1978 the ICC did not enforce such private rate undertakings as legally binding contracts, the Commission considered such non-binding understandings as evidence to be weighed with other factors (such as costs) relevant to a determination of reasonableness in rate reasonableness proceedings. H.P.Hood & Sons v. Delaware & Hudson Co., 17 I.C.C. 15, 18-19, (1909). Accord, Ideal Cement Co. v. Atchison, Topeka & Santa Fe Railway, 280 I.C.C. 55, 59 (1951); McConville Coal Co. v. Iowa Southern Utilities Co., 172 I.C.C. 628, 632 (1931); Sonken-Galamba Corp. v. Chicago, Burlington & Quincy Railroad, 172 I.C.C. 233, 236 (1931).

10. In 1978 the ICC adopted a "Change of Policy" that explicitly permitted shippers and carriers, for the first time, to enter into lawful contracts for rates and to submit those contracts to the ICC for approval on a case-by-case review. Ex Parte No. 358-F, Change of Policy, Railroad Contract Rates (Nov. 9, 1978) (Exhibit G to defendants' motion for summary judgment).

11. Under the 1978 Change of Policy, the ICC continued to accord evidentiary weight on the issue of rate reasonableness to

pre-1978 rate understandings. Ex Parte No. 358-F, Change of Policy, Railroad Contract Rates (Feb. 21, 1980); 49 C.F.R. §1039.3 (1979). When the ICC gives evidentiary weight to an understanding in a rate reasonableness proceeding, it does not enforce a contract between the parties. E.g., Burlington Northern, Inc., v. United States, 679 F.2d 915, 917 (D.C.Cir. 1982) (per curiam); Cleveland-Cliffs Iron Co. v. ICC, 664 F.2d 568, 573-74, 576-77 (6th Cir. 1981); Iowa Power, 647 F.2d at 808.

12. In implementing its 1978 Change of Policy the I.C.C. provided that it would not consider contract rate issues unless the alleged contract had been filed with the Commission. 45 Fed. Reg. 28381, 28383 (April 29, 1980). The alleged contract in this case was not filed with the ICC before the passage of the Staggers Rail Act of 1980.

13. The Staggers Rail Act of 1980, Pub.L. No. 98-448, 94 Stat. 1895 (codified at 49 U.S.C. §10101 et seq. (Supp. IV 1980), effective October 1, 1980, inaugurated an entirely new regulatory scheme.

14. The Staggers Act significantly restricted the Commission's jurisdiction over the reasonableness of rail rates. Under §202 of that Act (49 U.S.C. §10713) the Commission was given no jurisdiction over maximum rate reasonableness if the rate resulted in a revenue to variable cost ratio less than a level set in the statute. Section 208 of the Act (49 U.S.C. §10713) provided that the "exclusive remedy" for breach of a contract was in the courts. Although the Commission originally asserted that it had

continuing jurisdiction to adjudicate breaches of pre-Staggers Act contracts, it is now settled that the courts and not the Commission are the proper forum for resolving disputes over such "lawful" contracts. ICC "Interpretive Statement - Contract Rates" served November 10, 1980; Cleveland Cliffs, 664 F.2d at 590-591; Burlington Northern Railroad Company v. Interstate Commerce Commission, 679 F.2d 934 (D.C. Cir. 1982).

15. Section 208 of the Staggers Act, 49 U.S.C. §10713 (Supp. IV 1980), established the first detailed statutory procedure for the filing and review of rate contracts between carriers and shippers. Section 208(a) of the Act provides that "a rail carrier may not enter into a contract with purchasers of rail service except as provided in this section." 49 U.S.C. §10713(a) (Supp. IV 1980). Section 208(j) of the Staggers Act included a grandfather provision to preserve contracts that had been filed with the ICC and approved after November 9, 1978 and before October 1, 1980, in keeping with the Commission's case-by-case criteria enunciated in Ex Parte No. 358-F. Section 208(j) states:

"The provisions of this section shall not affect the status of any lawful contract between a rail carrier and one or more purchasers of rail service that is in effect on the effective date of the Staggers Rail Act of 1980. Any such contract shall hereafter have the same force and effect as if it had been entered into in accordance with the provisions of this section. Nothing in this section shall affect the rights of the parties to challenge the existence of such a contract."

49 U.S.C. §10713(j) (Supp. IV 1980). Section 208(j) thus pre-

serves "lawful" contracts that were in effect on October 1, 1980, the effective date of the Staggers Act.

16. The purported contract in this case, allegedly entered into before the 1978 Change of Policy, was not submitted to the ICC previous to the effective date of the Staggers Act. Thus, it was not subjected to Commission review for lawfulness under the case-by-case procedure provided in Ex Parte No. 358-F. Accordingly, the alleged contract was neither "lawful" nor "in effect" on October 1, 1980. Kansas Power & Light v. Burlington Northern Railroad Co., 544 F.Sup. 1336, 1349, 1350 (D.Kan.1982).

II. APPLICABLE CONTRACT LAW

17. The parties, knowing they could not be legally bound because of the federal regulatory preemption, did not intend their negotiations and letter of intent or understanding to be the basis of a legally binding contract. The Court concludes as a matter of law there was no legally binding contract in this case, because each party knew and conceded they could not enter into a legally enforceable agreement, and because there was no meeting of the minds as to each party's obligations to perform in accordance with their understandings. 15 O.S. §§2, 51, 152; Kelso v. Kelso, 225 F.2d 918 (Okl. 10th Cir. 1955); Wall v. Chapman, 84 Okl. 114, 202 P. 303 (1922); Coston v. Adams, 203 Okl. 605, 224 P.2d 955 (1951).

18. No binding contract is created where the parties express their intention that no legally enforceable obligation shall be created. In Kilpatrick Brothers, Inc. v. International

Business Machines Corporation, 464 F.2d 1080 (10th Cir., Okl. 1972), at page 1082, the court cites Kind v. Clark, 161 F.2d 36, 46 (2d Cir. 1947), and quotes therefrom stating:

"If the parties to a written agreement expressly stipulate in the writing that it is to give rise to no legal relation, that stipulation will rendered the agreement unenforceable. If they so stipulate orally, or in other writings, at the time when they make the written agreement, the result is the same. See North Trust Company v. Island Oil & Transport Co., 2 Cir., 34 F.2d 655, 656; In Re Hicks & Son, 2d Cir., 82 F.2d 277, 278; Corbin, The Parol Evidence Rule, 53 Yale Law J. (1944) 603, 615-617; Willison, Contracts (rev.ed. 1936) 35-37; L.R.A.1917B 263; Restatement of Contracts, §71(c); Cheshire and Fifoot, Law of Contracts (1945) 75."

The Restatement of Contracts, §71(c) states:

"It is no objection that such an understanding contradicts the writing; a writing is conclusive only so far as the parties intend it to be the authoritative memorial of the transaction. Whatever the presumptions, their actual understanding may always be shown except insofar as expressly or implicitly they have agreed that the writing alone shall control. While it is true that an intent to make a contract is not necessary to the creation of a contract and that parties who exchange promises will find themselves bound, whatever they may have thought, nevertheless they will not be bound if they agree that their words, however coercive in form, shall not bind them."

19. Existing applicable law is part of every contract as if expressly referred to or incorporated in its terms. East Central Oklahoma Electric Coop. v. Public Service Company, 469 P.2d 662 (Okl.1970); Nichols v. Callaway, 200 Okl. 328, 193 P.2d 294 (1948); 16 Am.Jur. Constitutional Law, §436; 17A C.J.S. Contracts §330.

III. PROMISSORY ESTOPPEL

20. Under §202 of the Staggers Act the Court has jurisdiction to determine the lawfulness of the subject alleged contract. Cleveland-Cliffs Iron Company v. ICC, 664 F.2d 568 at 590-591 (6th Cir. 1981); Burlington Northern Railroad Company v. Interstate Commerce Commission, 679 F.2d 934 (D.C.Cir. 1982).

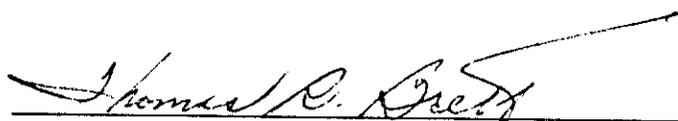
21. At the time of the purported agreement entered into herein a carrier could not be estopped to collect a rate different from that in its filed tariff. Louisville & Nashville Railroad v. Central Iron & Coal Co., 265 U.S. 59, 65 (1924). Accord, Pittsburgh, Cincinnati, Chicago & St. Louis Railway v. Fink, 250 U.S. 577, 582-83 (1919); Louisville & Nashville Railroad v. Maxwell, 237 U.S. 94, 97-98 (1915); Texas & Pacific Railway v. Mugg, 202 U.S. 242 (1906); Atchison, Topeka & Santa Fe Railway v. Bouziden, 307 F.2d 230, 235 (10th Cir. 1962); Empire Petroleum Company v. Sinclair Pipeline Company, 282 F.2d 913, 916 (10th Cir. 1960); Bernstein Bros. Pipe & Machinery Co. v. Denver & Rio Grande Western Railroad, 193 F.2d 441, 444 (10th Cir. 1951); and Kansas Power & Light Company v. Burlington Northern Railroad, 544 F.Supp. 1336, 1351 (D.Kan.1982).

22. PSO is precluded by Oklahoma law from invoking the doctrine of promissory estoppel in reference to an alleged contract forbidden by law. Bass v. Smith, 12 Okl. 485, 71 P. 628 (1903). See also Tatum v. Colonial Life & Accident Insurance Co. of America, 465 P.2d 448, 450 (Okl. 1970); Price v. Marcus, 185 P.2d 953, 955 (Okl. 1947); Brown v. Durham, 175 Okl. 500, 53 P.2d

551, 553 (1936); Trawick v. Sabin, 128 Okl. 137, 261 P. 916, 917 (1927); Goodwin v. State, 168 Okl. 4, 31 P.2d 841, 842 (1934). See also Simler v. Conner, 282 F.2d 382, 386 (10th Cir. 1960), cert. denied, 365 U.S. 844, vacated on other grounds on reh'g, 367 U.S. 486 (1961).

23. A separate judgment in favor of the defendants, Burlington Northern Railroad Company and Missouri Pacific Railroad Company, and against the plaintiff, Public Service Company of Oklahoma, in accordance with the above Findings of Fact and Conclusions of Law will be entered this date. Each party is to pay its own respective attorney's fees and allowable costs are to be paid by the plaintiff.

ENTERED this 25th day of March, 1983.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

MAR 25 1983

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

PUBLIC SERVICE COMPANY)
OF OKLAHOMA,)

Plaintiff,)

vs.)

NO. 82-C-622-B

BURLINGTON NORTHERN RAILROAD)
COMPANY, a corporation, and)
MISSOURI, PACIFIC RAILROAD)
COMPANY, a corporation,)

Defendants.)

J U D G M E N T

In accordance with the Findings of Fact and Conclusions of Law entered this date, Judgment is hereby entered in favor of the defendants, Burlington Northern Railroad Company and Missouri Pacific Railroad Company, and against the plaintiff, Public Service Company of Oklahoma, and allowable costs are hereby assessed against the plaintiff.

ENTERED this 25th day of March, 1983.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

UNION INVESTMENTS, INC., a)
Utah corporation,)
)
Plaintiff,)
)
vs.)
)
C. J. SHARP; SHARP OIL CO.,)
INC.; GEORGE SHARP;)
SHARP FINANCE CORPORATION,)
an Oklahoma Corporation,)
)
Defendants.)

NO. 82-C-845-BT

FILED
MARCH 25 1983
FBI

ORDER

This matter comes before the Court on the motion to dismiss Sharp Oil Co., Inc., from the lawsuit on the basis that it is not a legal entity. Plaintiff has no objection to the dismissal as stated in plaintiff's response to defendant's motion for summary judgment filed January 7, 1983, at page 9.

IT IS THEREFORE ORDERED Sharp Oil Co., Inc., is hereby dismissed as a defendant in this matter.

ENTERED this 25 day of March, 1983.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

MARCUS LOVE,)
)
 Plaintiff,)
)
 v.) NO. 82-C-999-BT
)
 ASSOCIATED PRESS and JOHN)
 SHURR, WORLD PUBLISHING)
 COMPANY, ROBERT E. LORTON,)
 BYRON V. BOONE, GENE CURTIS,)
 BOB HARING, CLYDE WATKINS,)
 and JOSEPH R. REYNOLDS,)
)
 Defendants.)

FILED

MAR 24 1983

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

ORDER

This matter comes before the Court on the motion to dismiss of the defendant, John Shurr. Plaintiff has failed to respond thereto.

Plaintiff originally filed this action on October 21, 1982, under 42 U.S.C. §1983 alleging defendants violated his civil rights by disclosing in two newspaper articles that plaintiff was a participant in the Witness Protection Program. It appears plaintiff was under federal protection for his testimony against certain criminals in Chicago. Plaintiff apparently had been given a new identity and was relocated in Muskogee, Oklahoma. One newspaper article was written by the Associated Press with regard to coverage of plaintiff's trial for murder. The other article was written by Ken Jackson, reporter for the Tulsa World newspaper.

On February 15, 1983, plaintiff was granted leave of court to amend his complaint. Plaintiff's amended complaint no longer

alleges a cause of action under 42 U.S.C. §1983. The complaint now alleges a cause of action for "libel and slander and diversity of citizenship: pursuant to 28 U.S.C. Section 1332; 12 Ok. Stat. Sections 1441; 1442; 1701.01; 1701.02; 1701.03; and 187(a)."¹

However, it appears from the face of plaintiff's amended complaint he is a citizen of the State of Oklahoma. Defendant Associated Press is a New York corporation whose principal place of business is in New York. Defendants John Shurr, World Publishing Company, Robert Lorton, Byron V. Boone, Gene Curtis, Bob Haring, Clyde Watkins, and Joseph R. Reynolds are all citizens of the State of Oklahoma. 28 U.S.C. 1332 provides in pertinent part as follows:

"(a) The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$10,000, exclusive of interest and costs, and is between--

(1) citizens of different states;"

It is well-established 28 U.S.C. §1332 requires complete diversity between the parties, that is, plaintiff and all defendants must be citizens of different states. Owen Equipment & Erection Co. v. Kroger, 437 U.S. 365 (1978); Choate v. United States, 413 F.Supp. 475, 479 (N.D. Okl. 1976). Here, plaintiff and eight of the defendants are citizens of the State of Oklahoma. Thus, diversity is lacking.

¹ The first two Oklahoma Statutes cited by plaintiff deal with libel and slander. The remaining statutes deal with service of process on out of state defendants.

For this reason, the Court finds it does not have subject matter jurisdiction over plaintiff's cause of action.

IT IS THEREFORE ORDERED defendant Shurr's motion to dismiss is sustained and the entire action against all defendants is dismissed for want of subject matter jurisdiction.

ENTERED this 24th day of March, 1983.

A handwritten signature in cursive script, reading "Thomas R. Brett", written over a horizontal line.

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAR 24 1983

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 DON R. ROBBINS,)
)
 Defendant.)

CIVIL ACTION NO. 82-C-399-E

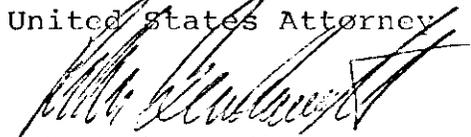
NOTICE OF DISMISSAL

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

Dated this 15th day of February, 1983.

UNITED STATES OF AMERICA

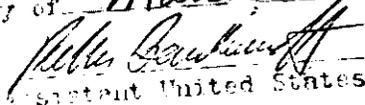
FRANK KEATING
United States Attorney



PETER BERNHARDT
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the 24th day of March, 1983.


Assistant United States Attorney

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

JAMES S. BRASSFIELD,

Plaintiff,

-vs-

IRA DALE FITZGERALD and
CLIFFORD L. RIGGINS, d/b/a
RIGGINS TRUCKING COMPANY, INC.,
and EMPIRE FIRE AND MARINE
INSURANCE COMPANY, et al.,

Defendants.

FILED

MAR 24 1983

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

NO. 83-C-14-E

APPLICATION TO DISMISS WITHOUT PREJUDICE

COMES NOW the plaintiff and moves to dismiss as to the defendants Clifford L. Riggins d/b/a Riggins Trucking Company, Inc., and Empire Fire and Marine Insurance Company, as they are not proper party defendants to plaintiff's cause of action.



ROBERT L. SHEPHERD
Attorney for Plaintiff

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

DR. JERRY JAGGERS,)
)
 Plaintiff,)
)
 vs.)
)
 GEORGE W. CHILDS, III,)
 and SOUTHWESTERN BLOOD-)
 STOCK AGENCY, INC.,)
)
 Defendants.)

NO. 82-C-1154-E

FILED

MAR 25 1982

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

DEFAULT JUDGMENT

The defendants, George W. Childs, III, and Southwestern Bloodstock Agency, Inc., having been regularly served with process and having failed to appear and answer the Plaintiff's complaint herein and the default of said Defendants having been duly entered and it appearing that said Defendants are not infants or incompetent persons, an affidavit of Non-Military Service having been filed herein, and it appearing by the Affidavit of the Plaintiff's attorney that the Plaintiff is entitled to a judgment herein,

IT IS ORDERED AND ADJUDGED:

1. That the Plaintiff, Dr. Jerry Jaggars, recover of the Defendants, George W. Childs, III, and Southwestern Bloodstock Agency, Inc., the principal sum of Thirty One Thousand Eight Hundred Seventy Five Dollars (\$31,875.00), with interest thereon at Ten Percent (10%) per annum, with interest calculated from February 3, 1982, to the date of judgment, which totals, both principal and interest due of Thirty Five Thousand Five Hundred Five Dollars and Thirteen Cents (\$35,505.13).

2. Pursuant to the terms of the Promissory obligation executed by the Defendants, that the Plaintiff recover attorneys fees of Fifteen Percent (15%) upon the principal and accrued interest, which totals Five Thousand Two Hundred Eighty Dollars and Thirty Seven Cents (\$5,280.37).

3. That the Plaintiff recover interest at the rate of 9.16% from the date of judgment.

4. That the Plaintiff recover the costs of this action.

5. That the Plaintiff is entitled to foreclosure of his retained vendor's lien in the said promissory note, for all of which let execution issue.

ENTERED this 23^d day of March, 1983.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

MHI:slb
3/15/83

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

FRANCES VIRGINIA BROWNING,)
personally and as the representative)
of the heirs of Clarence A. Browning,)
deceased,)
)
Plaintiff,)
)
vs.)
)
FIBREBOARD CORPORATION, et al.,)
)
Defendants.)

FILED

MAR 23 1983

110

Jack C. Silver, Clerk
U. S. DISTRICT COURT
NO. 82-C-131-BT ✓

JOURNAL ENTRY OF JUDGMENT

NOW, on this 23rd day of March, 1983, this cause comes on to be heard on the Motion for Summary Judgment of the Defendant, Forty-Eight Insulation, Inc. The parties have filed a stipulation which waives the provisions of Rule 56(c), and the Court, being fully advised in the premises and upon consideration of all the papers filed herein and statements of counsel, finds that the Defendant's Motion for Summary Judgment should be sustained, and the Court finds that Plaintiff has no evidence tending to prove any exposure by the Plaintiff to Defendant's products.

The Plaintiffs further reiterate the position that they took on the 8th day of February, 1983, in regard to requesting the Court to adopt the alternative theory of liability and/or enterprise theory of liability per the Abbott v. Sindall case.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment of Defendant, Forty-Eight Insulation, Inc., be, and the same is hereby sustained, and judgment entered in favor of Defendant, Forty-Eight Insulation, Inc., and that

LAW OFFICES
UNGERMAN,
CONNER &
LITTLE

MIDWAY BLDG.
2727 EAST 21 ST.
SUITE 400

P. O. BOX 2099
TULSA, OKLAHOMA
74101

170

Plaintiff take nothing by her Complaint filed herein.

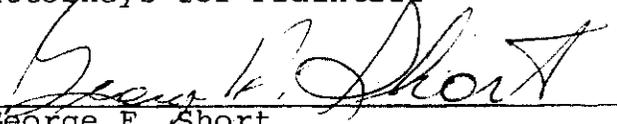
Dated this 23rd day of March, 1983.


United States District Judge

APPROVED AS TO FORM AND CONTENT:

UNGERMAN, CONNER & LITTLE

By 
Mark H. Iola
Attorneys for Plaintiff


George F. Short
Attorney for Defendant,
Forty-Eight Insulation, Inc.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 ARTICLES OF DRUG...)
 (STA-TRIM...legume protein)
 concentrate...))
)
 Defendant,)
)
 AMERICAN HEALTH PRODUCTS CO.,)
 INC.,)
)
 Claimant.)

No. 82-C-⁸⁸⁹~~899~~-B

FILED

MAR 23 1983

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

ORDER OF TRANSFER

For cause, pursuant to 21 U.S.C. 334(b), it is hereby Ordered that the above-referenced action as to claimant American Health Products Co., Inc., is hereby transferred to the District Court for the Southern District of New York.

DATED: March 23 1983.


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 25 1983

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

UNITED STATES OF AMERICA
and JEANNE L. PAXTON,
Revenue Officer, Internal
Revenue Service,

Petitioners,

vs.

ABNER L. SHOEMAKER,

Respondent.

CIVIL ACTION NO. 82-C-828-B

ORDER DISCHARGING RESPONDENT AND DISMISSAL

ON THIS 23rd day of March, 1983, Petitioners' Motion to Discharge Respondent and for Dismissal came for hearing and the Court finds that Respondent has now complied with the Internal Revenue Service Summons served upon him April 7, 1983, that further proceedings herein are unnecessary and that the Respondent, Abner L. Shoemaker, should be discharged and this action dismissed.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED BY THE COURT that the Respondent, Abner L. Shoemaker, be and he is hereby discharged from any further proceedings herein and this cause of action and Complaint are hereby dismissed.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

the sum of Forty-One Thousand Dollars (\$41,000.00).

The Court further finds that said sum was due on sale.

5) That the defendant took possession of the subject ring but has wholly failed and refused to pay any portion of the sales price, notwithstanding repeated demands of the plaintiff for payment.

CONCLUSIONS OF LAW

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

1) This Court has jurisdiction of the subject matter and the parties by reason of diversity of citizenship and amount in controversy. 28 U.S.C. 1332.

2) The defendant is indebted to the plaintiff in the sum of \$41,000.00.

3) Under 28 U.S.C. §1961, the judgment to be entered against the defendant shall bear interest at the rate of 9.16% per annum until paid.

ENTERED this 23rd day of March, 1983.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

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

MAR 27 1983

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

LOUIS PORTER,)
)
 Plaintiff,)
)
 v.)
)
 CARL MARTIN,)
)
 Defendant.)

NO. 82-C-475-BT

J U D G M E N T

In keeping with the Findings of Fact and Conclusions of Law entered this date, Judgment is hereby entered for the plaintiff, Louis Porter, and against, Carl W. Martin in the sum of Forty-One Thousand Dollars (\$41,000.00) with interest at the rate of 9.16% from the date of judgment until paid.

ENTERED this 23rd day of March, 1983.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

ADAMS EXPLORATION COMPANY,)
an Oklahoma corporation,)
)
Plaintiff,)
)
vs.)
)
CARL D. UNDERWOOD, an)
individual,)
)
Defendant.)

Case No. 83-C-53-C ✓

FILED

Jim MAR 22 1983

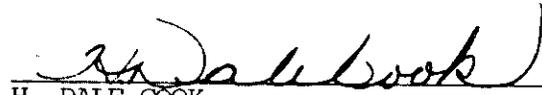
ORDER

Now before the Court for its consideration is the motion of the defendant to dismiss, filed on February 28, 1983. The Court has no record of a response to this motion from plaintiff. Rule 14(a) of the Local Rules of the United States District Court for the Northern District of Oklahoma provides as follows:

(a) Briefs. Each motion, application and objection filed shall set out the specific point or points upon which the motion is brought and shall be accompanied by a concise brief. Memoranda in opposition to such motion and objection shall be filed within ten (10) days after the filing of the motion or objection, and any reply memoranda shall be filed within ten (10) days thereafter. Failure to comply with this paragraph will constitute waiver of objection by the party not complying, and such failure to comply will constitute a confession of the matters raised by such pleadings.

Therefore, since no response has been received within 21 days after filing of the Motion to Dismiss herein, in accordance with Rule 14 (a) the failure to comply constitutes a confession of the Motion to Dismiss.

It is the Order of the Court that the defendant's Motion to Dismiss should be and hereby is sustained.

A handwritten signature in cursive script, appearing to read "H. Dale Cook", written over a horizontal line.

H. DALE COOK
CHIEF JUDGE, U. S. DISTRICT COURT

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAR 22 1983

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 JIMMY R. LUDWICK,)
)
 Defendant.)

CIVIL ACTION NO. 83-C-29-E

DEFAULT JUDGMENT

This matter comes on for consideration this 22 day of March, 1983, the Plaintiff appearing by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Nancy A. Nesbitt, Assistant United States Attorney, and the Defendant, Jimmy R. Ludwick, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Jimmy R. Ludwick, was served with Summons and Complaint on January 18, 1983. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. 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, Jimmy R. Ludwick, for the principal sum of \$3,106.25, plus interest at the legal rate from the date of this Judgment until paid.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

JOHN S. NURIDDIN, a/k/a)
JOHN C. WINESBERRY,)

Defendant.)

CIVIL ACTION NO. 82-C-1149-C

FILED

MAR 21 1983

AGREED JUDGMENT

This matter comes on for consideration this 21st day of March, 1983, the Plaintiff appearing by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Nancy A. Nesbitt, Assistant United States Attorney, and the Defendant, John S. Nuriddin a/k/a John C. Winesberry, appearing pro se.

The Court, being fully advised and having examined the file herein, finds that Defendant, John S. Nuriddin a/k/a John C. Winesberry, was served with Summons and Complaint on January 18, 1983. The Defendant has not filed his Answer but in lieu thereof has agreed that he is indebted to the Plaintiff in the amount of \$3,648.58 (less the sum of \$1,320.00 which has been paid), plus the accrued interest of \$716.83 as of August 20, 1980, plus interest at 7 percent per annum from August 20, 1980, until the date of this Judgment, plus interest at the legal rate from the date of this Judgment until paid.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover Judgment against the Defendant, John S. Nuriddin a/k/a John C. Winesberry, for the principal sum of \$3,648.58 (less the sum of \$1,320.00 which has been paid), plus the accrued interest of \$716.83 as of August 20, 1980, plus interest at 7 percent per annum from August 20, 1980, until the date of this Judgment, plus interest at the legal rate from the date of this Judgment until paid.

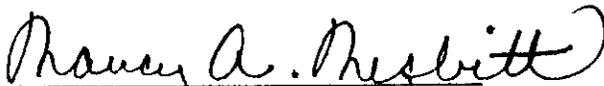
s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney



NANCY A. NESBITT
Assistant U.S. Attorney



JOHN S. NURIDDIN

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

FILED

THE BOARD OF TRUSTEES OF THE
PIPELINE INDUSTRY BENEFIT FUND,
4845 South 83 East Avenue,
Tulsa, Oklahoma 74147,

Plaintiff,

vs.

LAKESHORE PIPELINE CORPORATION,
2501 County Road 192,
Fremont, Ohio 43420,

Defendant.

MAR 24 1983

Judge: [unclear]

No. 82-C-1136-C

JUDGMENT BY DEFAULT

This matter comes on before me, the undersigned Judge, for hearing this 21st day of March, 1983, upon plaintiff's Motion for Default Judgment filed herein, upon the grounds that the defendant has failed to answer or otherwise plead to the Complaint filed herein, as required by law.

The Court finds that the defendant was duly served with Summons in this case on the 11th day of February, 1983, and is wholly in default herein, and that the plaintiff should have judgment as prayed for in its Complaint filed herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff be, and is hereby, awarded a judgment of and from said defendant in the principal sum of \$3,005.33, together with interest

thereon at the rate of ^{9.16%}~~10%~~ per annum from the date of judgment until paid in full, plus an attorney's fee in the amount of \$350.00, and the costs of this action that have accrued and will continue to accrue.

s/H. DALE COOK
UNITED STATES DISTRICT JUDGE

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAR 21, 1983 *pt*

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 STEVE B. NETHERTON,)
)
 Defendant.)

CIVIL ACTION NO. 82-C-24-C ✓

AGREED JUDGMENT

This matter comes on for consideration this 21st day of March, 1983, the Plaintiff appearing by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, Steve B. Netherton, appearing pro se.

The Court, being fully advised and having examined the file herein, finds that the Defendant, Steve B. Netherton, was personally served with an Alias Summons and Complaint on January 5, 1983. The Defendant has not filed an Answer but in lieu thereof has agreed that he is indebted to the Plaintiff in the amount alleged in the Complaint and that Judgment may accordingly be entered against him in the amount of \$740.78, plus interest at the legal rate from the date of this Judgment until paid.

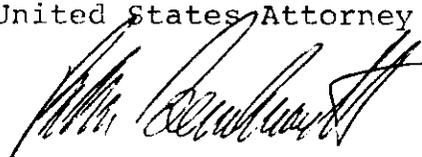
IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover Judgment against the Defendant, Steve B. Netherton, in the amount of \$740.78, plus interest at the legal rate from the date of this Judgment until paid.

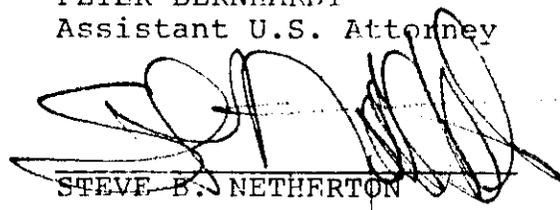

UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney


PETER BERNHARDT
Assistant U.S. Attorney


STEVE B. NETHERTON

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

JEAN D. SMITH,)
)
) Plaintiff,)
)
) -vs-)
)
) K-MART CORPORATION, a)
) Michigan Corporation,)
)
) Defendant.)

NO. 82-C-501-C

FILED

MAR 21 1983

STIPULATION OF DISMISSAL

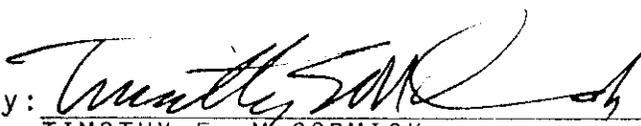
COME NOW Plaintiff and Defendant and Stipulate to
the Dismissal of the above styled and numbered cause with-
out prejudice to any future action.

FRASIER, FRASIER & GULLEKSON

By: 
STEVEN R. HICKMAN
Attorney for Plaintiff
717 South Houston, Suite 400
P.O. Box 799
Tulsa, Oklahoma 74101
(918) 584-4724

&

ROGERS, ROGERS, HONN, HILL, SECREST
& McCORMICK

By: 
TIMOTHY E. McCORMICK
Attorney for Defendant
117 East 5th
Tulsa, Oklahoma 74103
(918) 583-5111

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

CHARLES E. CLARKSON,
Plaintiff,

vs.

RICHARD S. SCHWEIKER,
Secretary of Health and
Human Services of the
United States of America,
Defendant.

No. 82-C-842-BT

FILED
MARCH 21 1983
Jack C. Silver, Clerk
U. S. DISTRICT COURT

O R D E R

This matter comes before the Court on the motion to remand of the defendant filed January 3, 1983. The plaintiff has failed to respond to the motion.

It appears the tape of the hearing before the administrative law judge is inaudible. Defendant thus seeks a de novo hearing.

Under 42 U.S.C. §405(g) the court may, on motion of the Secretary for good cause shown before he files his answer, remand the case to the Secretary for further action by the Secretary. Defendant has not yet filed his answer and the Court believes good cause has been shown.

IT IS THEREFORE ORDERED the matter is remanded to the administrative law judge for de novo hearing.

ENTERED this 21 day of March, 1983.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

MAR 21 1983

Jack C. Silver, Clerk

U.S. DISTRICT COURT

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

O. A. BANDY,

Plaintiff,

vs.

WILLIAM J. REED and DAVID R.
HUGHES, d/b/a HUGHES-REED
PETROLEUM, LTD.,

Defendants.

No. 81-C-153-E

ORDER DISMISSING COMPLAINT

NOW, on this 13th day of January, 1983, at a regularly scheduled and duly noticed pretrial conference the above styled case comes on for consideration. The Defendant William J. Reed appears by his counsel James L. Kincaid, and after hearing argument of counsel and noting that no appearance had been entered on behalf of the Plaintiff as required by previous order of the Court, upon the oral request of Mr. William F. Powers the Court herewith permits the said William F. Powers to enter his appearance as counsel for the Plaintiff. Thereupon the Court addressed the issue of whether it had jurisdiction and whether Hughes-Reed Petroleum, Ltd., an Oklahoma corporation, was an indispensable party. After reviewing all the pleadings and the attachments thereto as well as the affidavits filed by the parties in connection with prior motions, after hearing argument of counsel and being fully advised in the premises, the Court finds as follows:

1. O. A. Bandy, the Plaintiff in this action, is a resident of the State of Oklahoma.

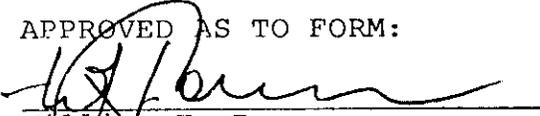
2. Hughes-Reed Petroleum, Ltd., is an Oklahoma corporation and is therefore a resident of the State of Oklahoma.

3. Under Rule 19 of the Federal Rules of Civil Procedure, 28 U.S.C., Hughes-Reed Petroleum, Ltd., is an indispensable party but under Rule 19(b) cannot be made a party because to do so would destroy the Court's jurisdiction which is based upon diversity of citizenship.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Hughes-Reed Petroleum, Ltd., is an indispensable party which cannot be joined in this action, the Court does not have jurisdiction of this action and therefore the Plaintiff's complaint and causes of action therein contained are hereby dismissed. This Order of Dismissal shall constitute the Court's finding of fact and conclusions of law.


James O. Ellison
United States District Judge

APPROVED AS TO FORM:


William F. Powers
Attorney for Plaintiff
O. A. Bandy


James L. Kincaid
Attorney for Defendant
William J. Reed

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

AMERICAN COLLOID COMPANY,)
a Delaware corporation,)
)
Plaintiff,)
)
vs.)
)
HAMMOND MUD COMPANY, LTD.,)
an Oklahoma corporation,)
)
Defendant.)

No. 83-C-85-C ✓

FILED

MAR 18 1983

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

JUDGMENT

The Defendant, Hammond Mud Company, Ltd., having failed to plead or otherwise defend in this action and its default having been entered,

NOW, upon application of the Plaintiff and upon Affidavit that Defendant is indebted to the Plaintiff in the sum of Fourteen Thousand Eight Hundred Seventy-three Dollars and Nineteen Cents (\$14,873.19), together with interest thereon at the rate of eighteen percent (18%) per annum from January 31, 1982, until paid, that Defendant has been defaulted for failure to appear and that Defendant is not an infant or incompetent person, and is not in the military service of the United States, it is hereby

ORDERED, ADJUDGED AND DECREED that Plaintiff recover from Defendant the sum of Fourteen Thousand Eight Hundred Seventy-three Dollars and Nineteen Cents (\$14,873.19), together with interest thereon at the rate of six percent (6%) per annum from January 31, 1982, until the date of judgment and at the rate of eight and 99/100 percent (8.99%) per annum from the date of judgment until

paid, costs in the sum of Seventy-six Dollars and Thirty-two Cents (\$76.32), and a reasonable attorneys' fee to be set by the Court upon application by the Plaintiff.

DATED the 18th day of March, 1983.

Jack C. Silver, Clerk

By 
Deputy Clerk

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 18 1983

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 JOHN H. STUBBLEFIELD,)
)
 Defendant.)

CIVIL ACTION NO. 83-C-143-C

DEFAULT JUDGMENT

This matter comes on for consideration this 18th day of March, 1983, the Plaintiff appearing by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, John H. Stubblefield, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, John H. Stubblefield, was served with Summons and Complaint on February 14, 1983. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. 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, John H. Stubblefield, for the principal sum of \$678.33, plus interest at the legal rate from the date of this Judgment until paid.

W. DALE COOK

UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 18 1983

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 RICARDO A. McCLEAN,)
)
 Defendant.)

CIVIL ACTION NO. 83-C-141-C

DEFAULT JUDGMENT

This matter comes on for consideration this 18th day of March, 1983, the Plaintiff appearing by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, Ricardo A. McClean, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Ricardo A. McClean, was personally served with Summons and Complaint on February 14, 1983. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. 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, Ricardo A. McClean, for the principal sum of \$323.40, plus interest at the legal rate from the date of this Judgment until paid.

s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

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

FILED

MAR 18 1983

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

MELVIN MAHORNEY,)
)
) Petitioner,)
)
vs.) NO. 82-C-1087-BT
)
)
MACK ALFORD, Warden,)
)
) Respondent,)
and)
)
)
THE ATTORNEY GENERAL OF THE)
STATE OF OKLAHOMA,)
)
) Respondent.)

ORDER

This matter comes before the Court on petitioner Melvin Mahorney's Motion for Reconsideration of the Court's November 24, 1982 Order dismissing petitioner's application for Writ of Habeas Corpus. Respondent has objected to petitioner's motion.

Petitioner's application was filed pursuant to 12 U.S.C. §2254, which states in pertinent part:

"(b) An application for writ of habeas corpus in behalf of a person in custody pursuant to the judgment of a State court shall not be granted unless it appears that the applicant has exhausted the remedies available in the courts of the State...

(c) An applicant shall not be deemed to have exhausted the remedies available in the courts of the State, within the meaning of this section, if he has the right under the law of the State to raise, by any available procedure, the question presented."

Petitioner has appealed his conviction to the Oklahoma Court

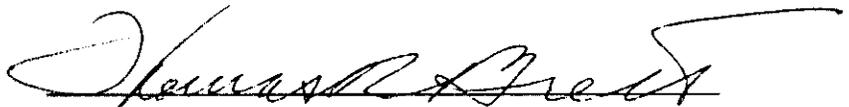
of Criminal Appeals, which appeal is currently pending. As the Court stated in its Order dismissing the application, a federal court will not consider an application for writ of habeas corpus where an appeal is pending in state court. Kessinger v. Page, 369 F.2d 799 (10th Cir. 1966).

Petitioner contends that under 28 U.S.C. §1443, he should be allowed to challenge his conviction in federal court without exhausting state remedies. The Court disagrees. Section 1443 authorizes removal of pending civil or criminal suits from state court to federal court by a defendant where the defendant's civil rights are endangered. It is inapplicable to the present application for writ of habeas corpus filed by petitioner.

The cases petitioner cites in support of his proposition are civil rights suits filed pursuant to 42 U.S.C. §1983. They are distinguishable from the present application for writ of habeas corpus, which is governed by 28 U.S.C. §2254.

Petitioner's Motion for Reconsideration is hereby denied.

ENTERED this 18th day of March, 1983.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

MAR 18 1983

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

CHARLES BERNELL BARR,

Petitioner,

vs.

No. 82-C-1123-E

LARRY R. MEACHUM, et al.;
FRED BINGMON, CENTRAL RECORDS,

Respondents.

O R D E R

The Court has before it the motion of the Plaintiff, Charles Bernell Barr, # 96283, to dismiss his civil rights complaint pursuant to 42 U.S.C. § 1983. The Court, having examined the record, and being fully advised in the premises, finds that the Plaintiff's motion should be granted.

IT IS THEREFORE ORDERED that the complaint be dismissed without prejudice.

ORDERED this 18th day of March, 1983.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAR 18 1983

Jack C. Silver, Clerk
DISTRICT COURT

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	CIVIL ACTION NO. 83-C-128-E
)	
MICHAEL E. LAM,)	
)	
Defendant.)	

DEFAULT JUDGMENT

This matter comes on for consideration this 18 day of March, 1983, the Plaintiff appearing by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Philard L. Rounds, Jr., Assistant United States Attorney, and the Defendant, Michael E. Lam, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Michael E. Lam, was personally served with Summons and Complaint on February 14, 1983. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. 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 E. Lam, for the principal sum of \$1,324.26, plus interest at the legal rate from the date of this Judgment until paid.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

2. That venue in the Northern District of Oklahoma is proper. The Court finds that Respondent does transact business in the City of Tulsa and State of Oklahoma.

3. That all documents sought by the Commission are reasonably related and are necessary for the Commission to complete its investigation of the charge under investigation.

4. That Respondent has had fair notice of the existence of the Commission's administrative subpoena and that Respondent has suffered no prejudice from any minor defects in the manner in which the subpoena was issued and served upon Respondent.

NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED by the Court that:

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

2. The Petition for Court enforcement of the Commission's administrative subpoena duces tecum, shall be granted in its entirety.

3. The Respondent's Motion to Dismiss be and hereby is denied.

4. The Respondent shall give the Petitioner access to the records which were identified by Commission's subpoena Number 8. Access to these records shall be given to Mr. Patrick Matarazzo within thirty (30) days of this date at Respondent's facilities located at 175 Price Parkway, Farmingdale, New York 11735. Petitioner shall reimburse Respondent for the reasonable costs of copying and mailing records which are

designated for copying. Payment shall be made in due course after Petitioner receives the records which are identified and Respondent submits a bill therefore to the Petitioner.

5. Petitioner shall recover its costs incurred in maintaining this subpoena enforcement action.

Dated this 18 day of March 1983.

S/ JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAR 18 1983

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
CURTIS R. LAUGHLIN,)
)
Defendant.)

CIVIL ACTION NO. 83-C-129-E

DEFAULT JUDGMENT

This matter comes on for consideration this 18 day of March, 1983, the Plaintiff appearing by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Philard L. Rounds, Jr., Assistant United States Attorney, and the Defendant, Curtis R. Laughlin, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Curtis R. Laughlin, was personally served with Summons and Complaint on February 11, 1983. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. 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, Curtis R. Laughlin, for the principal sum of \$239.40, plus interest at the legal rate from the date of this Judgment until paid.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

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

FILED

MAR 17 1983

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

TULSA PETROLEUM RESOURCES,)
INC.,)
)
Plaintiff,)
)
vs.)
)
DOWELL DIVISION OF DOW CHEMICAL)
COMPANY, a Delaware corporation,)
)
Defendant.)

NO. 82-C-657-C

ORDER OF DISMISSAL

NOW on this 9th day of March, 1983, this matter came on for Pre-trial hearing. Neither the Plaintiff, nor his representative nor his counsel appeared. The Defendant appeared and was represented by its attorney, Stephen C. Wilkerson. The Court having reviewed the file, finds that the Plaintiff has failed to diligently prosecute its action and by reason thereof, declares and orders that the Plaintiff's action be dismissed.

IT IS THEREFORE ORDERED, by the Court that the action on behalf of Tulsa Petroleum Resources, Inc., be and the same, hereby is dismissed.

151 W. Dale Cook
JUDGE OF THE UNITED STATES DISTRICT COURT

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

FABRICATION DYNAMICS, INC.,)
)
 Plaintiff,)
)
 vs.) No. 82-C-589-E
)
 UNITED STATES OF AMERICA,)
)
 Defendant.)

MAR 17, 1983

JUDGMENT DISMISSING ACTION
BY REASON OF SETTLEMENT

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown within ninety (90) days that settlement has not been completed and further litigation is necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this judgment by United States mail upon the attorneys for the parties appearing in this action.

Dated this 17th day of March, 1983.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED
1983
MARCH 17
U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

MARGUERITE A. DWYER,)
)
) Plaintiff,)
)
)
 vs.)
)
) WILLIAM M. JUERGENS; and)
) MERRILL, LYNCH, PIERCE,)
) FENNER & SMITH, INC.,)
)
) Defendant.)

Case No. 82-C-66-E

ORDER OF DISMISSAL

Now on this 17th day of March, 1983, this matter comes on before the Court, on Application of Plaintiff, MARGUERITE A. DWYER, for a dismissal with prejudice by reason of settlement; and the Court finds that said Application should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above styled lawsuit is dismissed with prejudice.

)
_____)
JUDGE, UNITED STATES DISTRICT)
COURT)

FILED

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

MAR 17 1983

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

BETH LIIBS,)
)
 Plaintiff,)
)
 vs)
)
 WAYNE L. MAST and)
 NORMA A. MAST,)
)
 Defendants.)

NO. 82-C-643-E

JUDGMENT

ON THE 17th day of March, 1983, the above matter comes before the undersigned Judge of the District Court pursuant to F.R.C.P. 55 for Judgment by Default. The records herein show that said Defendants were properly served herein by publication, as previously authorized by this Court and have failed to answer within the times proscribed. That Plaintiff's attorney has filed an Affidavit for Entry of Default and the Clerk of the Court has made Entry of Default. Pursuant to Plaintiff's Application for Default Judgment, Judgment is hereby entered in favor of the Plaintiff, BETH LIIBS and against the Defendants, WAYNE L. MAST and NORMA A. MAST, both jointly and severally for the sum of \$14,498.30, including \$2,498.30 in interest accrued from date of breach to March 15, 1983, interest thereon as allowed by law, an attorney's fee for the benefit of Plaintiff's attorney, Stephen L. Oakley, in the sum of \$1,474.80 as provided in said Promissory Note, and for the costs of this action.

DATED this 17 day of March, 1983.

James O. Ellison

JAMES O. ELLISON, JUDGE
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

FILED

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

MAR 17 1981

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

IVES LABORATORIES, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 QUALITY PHARMACAL CORPORATION,)
)
 Defendant.)

No. 81-C-167-E

FINAL DECREE BY CONSENT

Plaintiff, Ives Laboratories, Inc., (hereinafter "Ives") having filed its complaint herein on the 16th day of April 1981, alleging trademark infringement, unfair competition and deceptive trade practices under Federal and State law arising out of defendant Quality Pharmacal Corporation's (hereinafter "Quality") distribution, promotion and sale in interstate commerce of cyclandelate capsules, the size, shape and color of which were willfully and knowingly sold in virtually identical size, shape and color to the preexisting Ives brand of CYCLOSPASMOL cyclandelate capsules; and the defendant Quality having distributed and sold those capsules under the designation CYPAS brand of cyclandelate, which plaintiff Ives alleges was done willfully and knowingly to compete unfairly with plaintiff; and defendant Quality having appeared and both parties having consented to the entry of this decree it is hereby

ORDERED, ADJUDGED AND DECREED:

1. That this Court has jurisdiction of the subject matter herein and of the parties who have consented to entry of this judgment.

2. The trademark CYCLOSPASMOL of plaintiff is valid and subsisting, and in full force and effect, and the entire right to and interest in and to said trademark, including its exclusive use and registration is the property of plaintiff Ives and defendant has infringed said trademark.

3. That the appearance of plaintiff's CYCLOSPASMOL capsules, including their colors, is arbitrary and distinctive and enjoys secondary meaning.

4. That the defendant, Quality, has sold cyclandelate in capsules which are similar in appearance to plaintiff's CYCLOSPASMOL capsules, and look-alike capsules have been passed off as and for plaintiff's CYCLOSPASMOL capsules, all in violation of Sections 32 and 43a of the Lanham Act.

5. That the defendant, Quality, its officers, agents, servants, employees, representatives, successors, assigns, transferees and all others in privity with or those holding by, through or under them or any of them and all persons acting in concert or participation with them, including all parent and subsidiary corporations, and successors and assigns, shall be permanently restrained and enjoined from:

(a) Using the term CYCLOSPASMOL, CYSPAS or any variant, counterfeit, copy or colorable imitation thereof;

(b) Manufacturing for sale, selling, offering for sale, advertising or promoting the drug cyclandelate in an appearance confusingly similar to plaintiff's present CYCLOSPASMOL product by reason of its blue or blue and red colors and its size and shape;

(c) Inducing, encouraging or suggesting to any third party the use of (1) any of the terms CYCLOSPASMOL, CYSPAS or, (2) a cyclandelate

product whose color or shape simulates or is similar to the color and shape of plaintiff's CYCLOSPASMOL product or any likely to cause confusion therewith or to deceive in connection with the sale, offering for sale, distribution or advertising of any cyclandelate product;

(d) Passing off, improperly substituting or encouraging or providing others with the means of passing off or improperly substituting in any manner, Quality's cyclandelate products as or for those of Ives' CYCLOSPASMOL product or as having any connection with, approval or sponsorship by Ives;

(e) Using any name or trademark, or doing any acts or things likely to induce the belief on the part of the public, including physicians, pharmacists and patients, that Quality's cyclandelate products are in any way connected with Ives' CYCLOSPASMOL products; and

(f) Aiding, abetting, encouraging or inducing another to do any of the acts enjoined in this Judgment.

6. Quality and its officers, agents, employees, representatives; successors, assigns, transferees and all others in concert, participation or privity with any of them, by, through or under them, be and hereby are permanently enjoined and restrained from describing or referring or aiding, abetting, encouraging or inducing another to describe or refer in any way to Quality's cyclandelate product so as to state same is identical, or equivalent to CYCLOSPASMOL.

7. Quality having warranted and represented to Ives counsel on April 30, 1981, that it was "returning to its suppliers all present inventory of cyclandelate" and that it was "destroying all sales and promotional material" and Quality's counsel having warranted to Ives counsel on September 27, 1982, that Quality is "realistically out of

business and in the near future will no longer exist as a viable entity" and Ives having relied upon said representations.

8. Quality shall file with this Court and serve on Ives counsel within forty-five (45) days after entry of this Judgment a written report, under oath, setting forth in detail the manner and form in which Quality has fully complied with the representation set forth in paragraph 7 (supra).

9. Ives, having relied on the warranties and representations of Quality set forth in this Judgment, waives its right to money damages and other money and further remedies from Quality to which it is or may be entitled; however, if any of those warranties or representations are false, Ives may file a motion in this Court and serve a copy on Quality's counsel to reinstate this lawsuit or for other relief, including but not limited to money damages relating back to all of Quality's conduct described in the complaint.

10. That each party shall bear its own costs incurred in this action.

11. That this Court retains jurisdiction over defendant, Quality, to enforce the terms of this decree.

Dated: Tulsa, Oklahoma

March 12, 1983

Enter.

United States District Judge

Plaintiff Ives Laboratories, Inc., hereby consents to the issuance and entry of a consent judgment herein against defendant Quality Pharmacal Corporation in the form and content as set forth above without further notice.

Dated: Tulsa, Oklahoma

March 17, 1983

BEST, SHARP, THOMAS, GLASS & ATKINSON

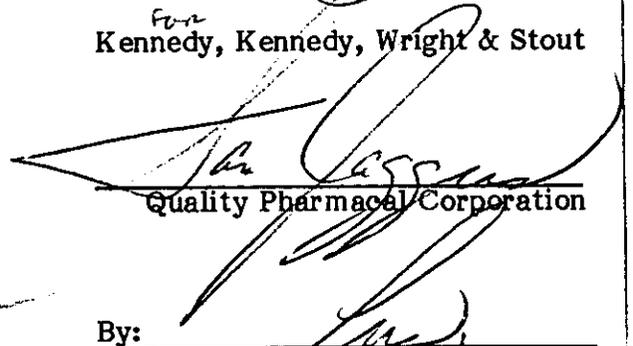
By 

Joseph M. Best
300 Oil Capital Building
507 South Main
Tulsa, Oklahoma 74103
582-8877
Attorney for Plaintiff

Defendant, Quality Pharmacal Corporation, hereby consents to the issuance and entry of a consent judgment as set forth above without further notice.

Dated: Oklahoma
3rd ~~December~~ *March*, 1985


For
Kennedy, Kennedy, Wright & Stout


Quality Pharmacal Corporation

By: _____
Title: _____

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

FILED

MAR 17 1983

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

TULSA PETROLEUM RESOURCES, INC.,)	
)	
Plaintiff,)	
)	
vs.)	NO. 82-C-657-C
)	
DOWELL DIVISION OF DOW CHEMICAL COMPANY, a Delaware corporation,)	
)	
Defendant.)	

J U D G M E N T

NOW on this 9th day of March, 1983, this matter came on for Pre-trial hearing. The Plaintiff appeared neither in person, nor by representative or counsel. The Defendant appeared by its attorney, John H. Lieber by Stephen C. Wilkerson. The Defendant's through its attorney made oral motion of the Court to enter a default judgment against the Plaintiff on the counterclaim filed by the Defendant. The Court having examined the file finds that a counterclaim by the Defendant to the Plaintiff's action was duly and timely filed. The Court further finds that no responsive pleading was made by the Plaintiff to said counterclaim. Finding that no responsive pleading to the counterclaim was made and that the Plaintiff failed to appear at the Pre-trial hearing, the Court grants said oral motion for default judgment for the full amount of the prayer on the counterclaim in the sum of THIRTY FIVE THOUSAND DOLLARS AND NO/100 (\$35,000.00). An award of costs, including a reasonable attorney fee, will be reserved for a later date upon proper application of the Defendant.

IT IS THEREFORE ORDERED, by this Court that the Defendant have judgment by way of default on his counterclaim in the amount of THIRTY FIVE THOUSAND DOLLARS AND NO/100 (\$35,000.00) and that an award of costs, including a reasonable

attorney fee, will be presented to this Court upon proper application of
the Defendant at a later date.

151 H. Dale Cook

JUDGE OF THE UNITED STATES DISTRICT COURT

the Trustee also be Dismissed as it is also improperly captioned.

So Ordered,

S/ JAMES O. ELLISON

UNITED STATES ~~DISTRICT~~ JUDGE
District

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

SOONER FEDERAL SAVINGS AND LOAN)
ASSOCIATION, a corporation,)
)
Plaintiff,)
)
v.)
)
RUBE GORDON WILSON, JR.,)
BARBARA E. WILSON,)
WILLIAM T. HARBISON II,)
and TERRI A. HARBISON,)
)
Defendants.)

FILED

MAR 17 1983

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

NO. 81-C-⁵⁵⁹~~599E~~

AMENDED ORDER

Comes now the United States District Court for the Northern District of Oklahoma and finds as follows:

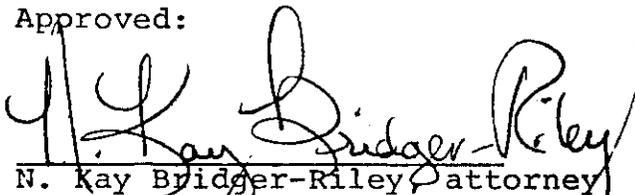
1. There is no federal question in this action.
2. Plaintiff's foreclosure action is one that arises under State law and should be litigated in State District Courts.
3. Plaintiff brought its action in the wrong forum, thereby causing the Defendants, Harbison, to expend sums of money by employing an attorney in defending this action.

IT IS THEREFORE THE ORDER of this Court that the Motions to Dismiss filed by the Defendants, Rube Gordon Wilson, Jr., Barbara E. Wilson, William T. Harbison II and Terri A. Harbison, be granted pursuant to Rule 12(b)(1) of the Federal Rules of Civil Procedure, and that this action be dismissed as to all Defendants without prejudice.

IT IS THE FURTHER ORDER of this Court that the Defendants, William T. Harbison II and Terri A. Harbison's Motion to Assess Costs be granted pursuant to Rule 54(D) of the Federal Rules of Civil Procedure and that the Defendants, William T. Harbison II and Terri A. Harbison be awarded One Thousand Dollars (\$1,000.00) as costs of defending this action.

JAMES O. ELLISON,
United States District Judge

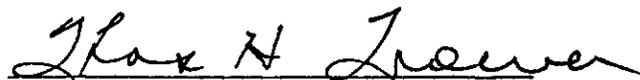
Approved:



N. Kay Bridger-Riley, attorney
for Defendants, William T. Harbison
and Terri A. Harbison



Mary P. Davis, attorney for
Defendants, Rube Gordon Wilson
and Barbara E. Wilson



Thomas H. Trower, attorney
for the Plaintiff

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 18 1983

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
RICHARD T. SCOTT,)
)
Defendant.)

CIVIL ACTION NO. 82-C-245-C

NOTICE OF DISMISSAL

COMES NOW the United States of America by Frank Keating, United States Attorney for the Northern District of Oklahoma, Plaintiff herein, through Philard L. Rounds, Jr., Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 16th day of March, 1983.

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney

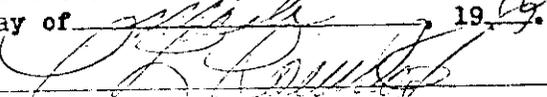


PHILARD L. ROUNDS, JR.
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the

16 day of March, 1983.


Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 16 1983

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 RONALD E. MINOR,)
)
 Defendant.)

CIVIL ACTION NO. 82-C-36-C

NOTICE OF DISMISSAL

COMES NOW the United States of America by Frank Keating, United States Attorney for the Northern District of Oklahoma, Plaintiff herein, through Philard L. Rounds, Jr., Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 16 day of March, 1983.

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney


PHILARD L. ROUNDS, JR.
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 14 1983

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
KENNETH E. NUSE, JR.,)
)
Defendant.)

CIVIL ACTION NO. 82-C-25-C

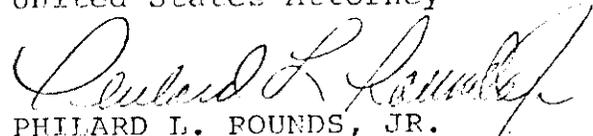
NOTICE OF DISMISSAL

COMES NOW the United States of America by Frank Keating, United States Attorney for the Northern District of Oklahoma, Plaintiff herein, through Philard L. Rounds, Jr., Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 16 day of March, 1983.

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney


PHILARD L. ROUNDS, JR.
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 JESUS G. TORRES,)
)
 Defendant.)

CIVIL ACTION NO. 81-C-716-C

FILED

MAR 16 1983

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

NOTICE OF DISMISSAL

COMES NOW the United States of America by Frank Keating, United States Attorney for the Northern District of Oklahoma, Plaintiff herein, through Philard L. Rounds, Jr., Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 16th day of March, 1983.

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney

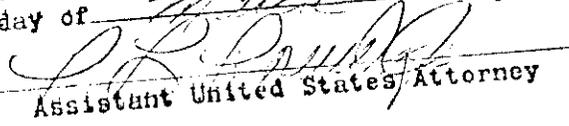


PHILARD L. ROUNDS, JR.
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the

16 day of March, 1983.


Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 GEMINI MANAGEMENT, INC.,)
)
 Defendant.)

MAR 26 1983

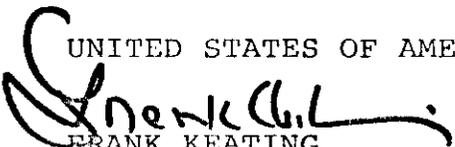
FEDERAL DISTRICT COURT

No. 83-C-89-E

DISMISSAL WITH PREJUDICE

COMES NOW the plaintiff, United States of America, by Frank Keating, United States Attorney for the Northern District of Oklahoma, pursuant to Rule 41 of the Federal Rules of Civil Procedure and dismisses this action with prejudice to future filing.

Plaintiff and defendant have agreed to bear their respective attorney's fees.

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney
460 U. S. Courthouse
Tulsa, OK 74103
(918) 581-7463

CERTIFICATE OF MAILING

This is to certify that on the 16 day of March, 1983, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: James F. Gillet, Attorney at Law, 5416 South Yale, Suite 105, Tulsa, OK 74135.


FRANK KEATING

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

FILED

MAR 16 1983

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

MAPCO International Inc.,)
)
Plaintiff,)
)
v.)
)
HELENA ENERGY, INC.)
)
Defendant.)

Civil Action No. 83-C-44E

JUDGMENT

The defendant, Helena Energy, Inc., has failed to plead or otherwise defend in this action and its default has been entered. Upon application of the plaintiff and upon affidavit that defendant is indebted to plaintiff in the sum of \$185,000.00, that the defendant has been defaulted for failure to appear and that the defendant is a foreign corporation.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that plaintiff recover from defendant the sum of \$185,000.00, with interest at the rate of ^{8.99}~~15%~~ per annum from the 16th day of March, 1983 and costs in the sum of \$64.55.

Jack C. Silver, Clerk

Jack C. Silver, Clerk

by Candy Smith

DATED: March 16, 1983.

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

FILED

MAR 15 1983

SOUTHWESTERN BELL TELEPHONE)
COMPANY, a Missouri)
corporation,)
)
Plaintiff,)
)
vs.)
)
CENTRAL AIR DISTRIBUTORS,)
INCORPORATED,)
)
Defendant.)

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

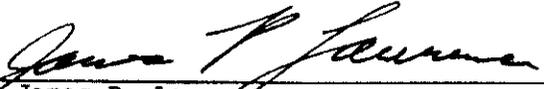
No. 81-C-731-B

NOTICE OF DISMISSAL

Comes now the Plaintiff in the above styled and numbered cause and pursuant to the provisions of Rule 41(a)(1) gives notice hereby of its dismissal of the above styled and numbered cause without prejudice to its claim.

Respectfully submitted,

OWENS & MCGILL, INC.

By 
James P. Laurence

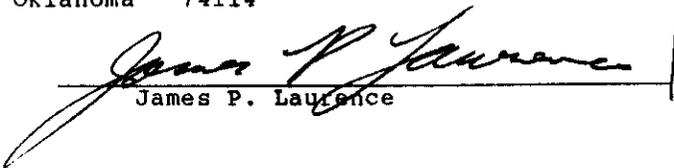
1606 First National Bank Building
Tulsa, Oklahoma 74103
(918) 587-0021

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF MAILING

I hereby certify that on the 15TH day of March, 1983, a true and correct copy of the above and foregoing Notice of Dismissal was mailed, with postage fully prepaid thereon, to:

James Edgar
2727 East 21st Street
Tulsa, Oklahoma 74114


James P. Laurence

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

FILED
MAR 15 1983 *hmv*
Jack C. Silver, Clerk
U. S. DISTRICT COURT

ANDERMAN/SMITH OPERATING)
COMPANY, a Colorado corporation,)
)
Plaintiff,)
)
vs.)
)
PENNACO RESOURCES CORPORATION,)
a Delaware corporation,)
)
Defendant.)

No. 83-C-155-E ✓

JUDGMENT DISMISSING ACTION
BY REASON OF SETTLEMENT

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown within ninety (90) days that settlement has not been completed and further litigation is necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this judgment by United States mail upon the attorneys for the parties appearing in this action.

Dated this 15th day of March, 1983.

James O. Ellison

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE **F I L E D**
NORTHERN DISTRICT OF OKLAHOMA IN OPEN COURT

MAR 15 1983

DAVIDSON OIL COUNTRY SUPPLY CO.,)
INC., a Delaware corporation,)
)
Plaintiff,)
)
vs.)
)
THOMAS R. HADDOCK d/b/a T. Haddock)
Pipe & Equipment,)
)
Defendant.)

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

No. 82-C-1208C

JUDGMENT

This matter is before the court on the plaintiff's motion for default judgment filed pursuant to Rule 55(b)(2), Federal Rules of Civil Procedure. The record in this action reflects that the complaint, which alleges the dishonor of two checks issued by the defendant in favor of the plaintiff totalling \$48,183.88, and which seeks recovery of that amount plus interest, costs and attorneys' fees, was filed on December 27, 1982, and was properly served upon the defendant on January 5, 1983. The defendant has not filed an answer or otherwise appeared in this action and is in default.

The record in this action further reflects that more than ten days prior to the commencement of this action the plaintiff, through its counsel, demanded that the defendant pay the checks returned for insufficient funds. That demand was made by certified mail, and the return receipt reflects delivery to the defendant. Accordingly, the plaintiff is entitled to recover a reasonable attorneys' fee. The plaintiff has presented evidence to the court with respect to the amount of a reasonable attorneys' fee.

The court finds and concludes that it has jurisdiction over the subject matter of this action and the parties; that the defendant is in default; and that the plaintiff is entitled to the relief sought in its complaint.

Judgment is hereby in favor of the plaintiff and against the defendant in the sum of \$48,183.88, plus interest thereon at the rate of 8.99 % per annum, costs, and an attorneys' fee in the sum of \$ 939.05.

DATED: March 15, 1983.

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

FILED

MAR 15 1983

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

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

GEORGE M. PARK,)
)
 Plaintiff,)
)
 vs.)
)
 THE GUARDIAN LIFE INSURANCE)
 COMPANY OF AMERICA,)
)
 Defendant.)

No. 83-C-131-E

ORDER

This matter comes on before the Court upon the Joint Stipulation and Application for an Order of Dismissal with Prejudice of Plaintiff's cause of action. The Court being fully advised in the premises finds that said application should be granted. It is, therefore,

ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff's cause of action herein be and the same is hereby dismissed.

SIGNED this 15 day of March, 1983.

S/ JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED
JACK C. SILVER, Clerk
U. S. DISTRICT COURT

QUANAH SHELTON, Individually)
and as Independent Executor)
of the Estate of Robert H.)
Parker,)
Plaintiff)
v.)
UNITED STATES OF AMERICA,)
Defendant)

CIVIL NO. 82-C-59-E

STIPULATION ^{of} FOR DISMISSAL

It is hereby stipulated and agreed that the complaint in the above-entitled case be dismissed with prejudice, the parties to bear their respective costs, including any possible attorneys' fees or other expenses of litigation.


ROBERT D. LEMON
Lemon, Close, Shearer,
Ehrlich & Brown
Interstate Savings & Loan
Building
P. O. Box 1066
Perryton, Texas 79070

Attorney for Plaintiff


STEVEN SHAPIRO
Tax Division
Department of Justice
Washington, D. C. 20530

Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
) Plaintiff,)
)
 vs.)
)
 I. LAUREE CARRIGER, LONNIE L.)
 CARRIGER, FARMERS HOME ADMINIS-)
 TRATION, FEDERAL LAND BANK OF)
 WICHITA, ALOYSIUS V. HILL, JR.,)
 CHARLES C. HILL, FLORENCE E.)
 MALASKE, GEORGE MALASKE, JOHN)
 MALASKE, LILATH B. MALASKE,)
 OKLAHOMA LAND & CATTLE CO., an)
 Oklahoma Corporation, THERESE R.)
 PERRIER, ROSA-RAYE PLEDGER,)
 MARY ANN SIMPKINS, RITA HILL.)
 SYKES, MILDRED WEYL, BELLE RENEE)
 WILSON, TEXAS AND PACIFIC RAIL-)
 WAY COMPANY, STATE OF OKLAHOMA,)
 OKLAHOMA TAX COMMISSION, BOARD)
 OF COUNTY COMMISSIONERS of Osage)
 County, OK, and COUNTY TREASURER)
 of Osage County, OK,)
)
 Defendants.)

CIVIL ACTION NO. 82-C-899-B

FILED

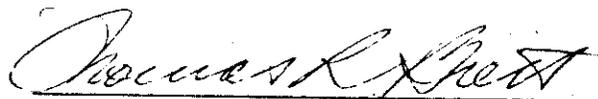
MAR 15 1983

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

ORDER DROPPING A PARTY DEFENDANT

On this 15th day of March, 1983, there came on for consideration the motion of the United States of America, Plaintiff, to drop Farmers Home Administration as a party defendant in this action, and the Court being advised by counsel for Plaintiff that said agency does not have any interest in the property involved in this action, the Court finds that Plaintiff's motion should be sustained.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that Farmers Home Administration be dropped as a party defendant in this action.


UNITED STATES DISTRICT JUDGE

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

SCOTT L. SIMPSON,)
)
 Plaintiff,)

-vs-)

PETRO HUNTER ENERGY, LTD.,)
 a foreign corporation and)
 STEVEN J. SIMONYI-GENDELE,)
 a Canadian Citizen,)
)
 Defendants)

-vs-)

SUPREME INVESTMENTS, INC.,)
 a Colorado corporation;)
 STERLING PETROLEUM, INC.,)
 a Colorado corporation;)
 STEVEN DIRGO, a Colorado)
 Citizen and an individual;)
 SANDRA K. DIRGO, a Colorado)
 Citizen and an individual,)
 and LINDA SIMPSON, an Oklahoma)
 Citizen and an individual,)
)
 Third Party Defendants)

-vs-)

PETRO HUNTER ENERGY, INC.,)
)
 Third Party Plaintiffs.)

FILED

MAR 15 1983

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

82-C-838-B

ORDER DISMISSING SANDRA K. DIRGO

The Court having before it for consideration, Defendant's Motion to
dismiss, without prejudice, their cause of action against Sandra K.
Dirgo, Third Party Defendant in the above-entitled action,

IT IS HEREBY ORDERED that Defendants cause of action against Sandra
K. Dirgo is hereby dismissed without prejudice.

A handwritten signature in cursive script, appearing to read "Charles R. Best". The signature is written in black ink and is positioned above the printed name of the judge.

JUDGE OF THE DISTRICT COURT

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

FILED

MAR 15 1983

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

LAWRENCE LEONARD BARNES,)
)
Plaintiff,)
)
-vs-)
)
MASSACHUSETTS MUTUAL LIFE)
INSURANCE COMPANY, a foreign)
corporation,)
)
Defendant.)

NO. 81-C-537-E

ORDER OF DISMISSAL WITH PREJUDICE

There comes on for consideration the Application for Order Dismissing Action With Prejudice, jointly filed by the parties hereto, requesting this Court to enter an Order dismissing the Complaint and each and every claim for relief set forth therein, with prejudice, except to the extent described in the Settlement and Compromise Agreement filed herein, and the Court being fully advised and having considered the Settlement and Compromise Agreement filed herein, FINDS and IT IS ORDERED

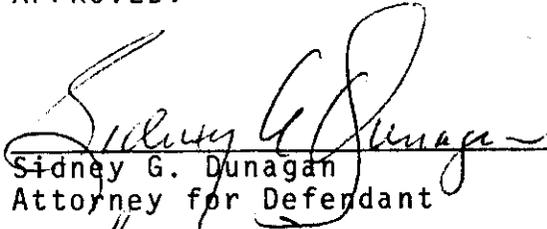
That Plaintiff's Complaint and each and every cause of action and claim for relief set forth therein should be and are hereby dismissed with prejudice to the extent described in the Settlement and Compromise Agreement; each party hereto shall bear its own costs and attorneys' fees.

Dated this 15th day of March, 1983.

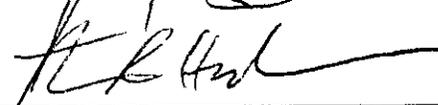
S/ JAMES O. ELLISON

JAMES O. ELLISON, JUDGE
United States District Court
Northern District of Oklahoma

APPROVED:



Sidney G. Dunagan
Attorney for Defendant



Steven R. Hickman
Attorney for Plaintiff

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

FILED

MAR 15 1983

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

DAVID A. BOLDEN, a minor through)
his parents and next friends,)
DAVID L. BOLDEN and BRENDA BOLDEN,)
and DAVID L. BOLDEN and BRENDA)
BOLDEN, individually,)
)
Plaintiffs,)
)
vs.)
)
MISSOURI PACIFIC RAILROAD COMPANY,)
a foreign corporation,)
)
Defendant.)

No. 81-C-418-E

ORDER OF DISMISSAL

Now on this 9th day of March, 1983, this matter coming on before me, the undersigned Judge of the United States District Court for the Northern District of Oklahoma, upon the parties' stipulation and agreement that the Court enter an Order of Dismissal with Prejudice, the Court finds that the Order of Dismissal with Prejudice should be granted.

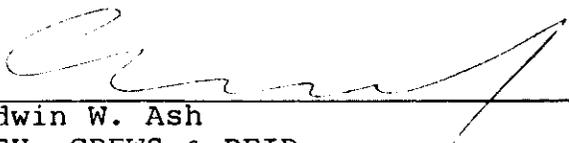
The Court further finds that the parties hereto have settled their differences and that the defendants have, without the admission of any fault, and in a spirit of compromise, agreed to pay certain sums to plaintiff in compromise and settlement of this matter.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that this action be, and the same is hereby, dismissed with prejudice to the bringing of any further cause of action against this defendant by these plaintiffs.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED:



Edwin W. Ash
ASH, CREWS & REID
Attorneys for Plaintiffs



Joe M. Fears
DYER, POWERS, MARSH & ARMSTRONG
Attorneys for Defendant

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

FILED

MAR 14 1983

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

KANSAS CITY TERMINAL RAILWAY)
COMPANY, a Missouri Corporation,))
30 West Pershing Road)
Kansas City, Missouri,)

Plaintiff,)

vs.)

Civil Action No. 82-C-1049 C

REYNOLDS ALUMINUM RECYCLING)
CORP., A Missouri Corporation,)
c/o The Corporation Company,)
735 First National Bank Building)
Oklahoma City, OK 73102)

Defendant.)

ORDER FOR DISMISSAL WITH PREJUDICE

Upon the Application of the plaintiff, Kansas City Terminal Railway Company and consent of the Interstate Commerce Commission, the above styled and numbered cause is hereby dismissed with prejudice.

131 H. Dale Cook
U.S. DISTRICT JUDGE

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

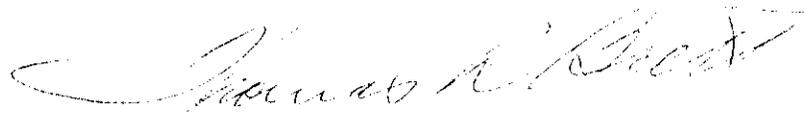
FILED
Jack C. Silver, Clerk
U. S. DISTRICT COURT

KENNETH ROSS,)
)
 Plaintiff,)
)
 vs.) No. 82-C-783-B ✓
)
 CANAN WELL SERVICES, INC.,)
 a Colorado corporation,)
)
 Defendant.)

J U D G M E N T

In keeping with the verdict of the jury entered herein on March 11, 1983, Judgment is this date entered in favor of the plaintiff, Kenneth Ross, and against the defendant, Canan Well Services, Inc., in the total sum of \$210,000.00. IT IS FURTHER ORDERED pre-judgment interest at the rate of 15% per annum (12 O.S. §727) is awarded on said judgment from the 18th day of August, 1982 until March 14, 1983, and post-judgment interest from this date at the rate of 8.99% per annum, plus allowable court costs of this action.

DATED this 14th day of March, 1983.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FIRST NATIONAL BANK AND TRUST)
COMPANY OF VINITA,)
)
Appellant,)
)
vs.)
)
LONNIE B. EDWARDS,)
)
Appellee.)

Case No. 82-C-645-C ✓

FILED

FILED MAR 14 1983

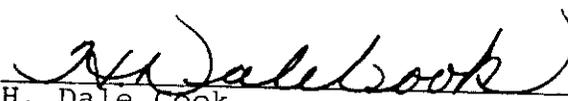
O R D E R

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

Now before the Court for its consideration is the appeal of the appellant, First National Bank and Trust Company of Vinita, from a judgment of the Bankruptcy Court for the Northern District of Oklahoma dismissing plaintiff/appellant's First Cause of Action opposing discharge of defendant/appellee under 11 U.S.C. §727(a)(2) and granting a discharge to the debtor. Appellant contends that the Bankruptcy Court erred in finding that the debtor did not have the requisite intent to hinder, delay or defraud a creditor in connection with the transfer of four vehicles by debtor, said vehicles being security for a debt owed to the Bank by the debtor. Appellee contends that the Bankruptcy Court was correct in finding no intent to hinder, delay or defraud on the part of appellee. The parties have fully briefed their respective positions and the matter is now ready for this Court's determination.

Under Rule 810 of the Bankruptcy Rules, this Court is required to accept the referee's findings of fact unless they are clearly erroneous. Zarate v. Baldwin, 578 F.2d 293 (10th Cir. 1978). The Court has reviewed the briefs and authorities herein, and finds nothing clearly erroneous in the decision of the Bankruptcy Court. Therefore, the order of the Bankruptcy Court herein is hereby affirmed.

It is so Ordered this 17th day of March, 1983.



H. Dale Cook
United States District Judge

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

DIANTHA POPPLEWELL,)
)
 Plaintiff,)
)
 v.)
)
 AETNA LIFE & CASUALTY)
 COMPANY,)
)
 Defendant.)

No. 82-C-969-BT

FILED

MAR 14 1982

Ed C. Silver, Clerk
U.S. District Court
Northern District of Oklahoma

ORDER SUSTAINING DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT

This matter comes before the Court on the defendant's motion for summary judgment. The plaintiff has filed her response in opposition thereto and the parties have agreed to submit the matter to the Court on the record. For the reasons set forth below, the Court sustains the motion.

Plaintiff was injured in a car accident on December 15, 1980, involving Jack J. Weingartner and an unidentified motorist. On February 24, 1982, plaintiff executed a release which contained the following language:

"...[T]he undersigned hereby releases and forever discharges John Weingartner and his heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable or who might be claimed liable,...from any and all claims, demands, damages, action, causes of action or suits or any kind or nature whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which have resulted or may in the future develop from an accident which occurred on or about the 15th day of December, 1980..."
(Emphasis added)

On February 4, 1982, plaintiff notified defendant, insurer of the vehicle plaintiff was driving when the accident occurred, of her claim under the uninsured motorist provision of the policy carried by Omni-Air, Inc. on the vehicle. Defendant refused her claim on the basis that the release executed by plaintiff destroyed defendant's right of subrogation against the unidentified driver. Defendant claims plaintiff's actions provide it with a complete defense to the cause of action and thus it is entitled to summary judgment.

Porter v. MFA Mutual Insurance Co., 643 F.2d 302 (Okla. 1982) is dispositive of the matter at hand. There, Porter was injured in an automobile-motorcycle accident which was caused by the negligence of the driver of the automobile, Sheltman. At the time of the accident Porter held four uninsured motorist policies issued by MFA. When it was discovered that Porter's injuries exceeded Sheltman's policy limits, Porter notified MFA of his possible uninsured motorist claim. Porter then accepted the offer of Sheltman's carrier in the amount of the policy limits in settlement of Porter's claims. Porter gave Sheltman and his insurance carrier a general release of all claims. Porter then demanded that MFA pay the remaining claim under the uninsured motorist policies. MFA refused and Porter filed suit. The trial court sustained MFA's motion for judgment on the grounds that Porter destroyed MFA's right of subrogation. The Oklahoma Supreme Court said:

"It seems to be a well-recognized rule that if an insured settles with and releases a wrongdoer from liability for a loss before payment of the loss has been made by the insurer, the insurer's right of subrogation against the wrongdoer is thereby destroyed. Also as a general rule an insured who deprives insurer, by settlement and release, of its right of subrogation against the wrongdoer thereby provides insurer with a complete defense to an action on the policy. Porter, by voluntarily and knowingly making settlement with and giving a general release to Sheltman, barred MFA from exercising its lawful right of recourse against the responsible party, and Porter was thereby precluded from bringing action on the uninsured motorist policies." Porter at 305.

The language of the release given by plaintiff to Weingartner purports to release all other persons, firms or corporations who might be claimed liable. Plaintiff, in effect, released the driver of the unidentified vehicle. This conclusion is supported by Brown v. Brown, 410 P.2d 52 (Okl. 1966), which interpreted the language of a release executed by a passenger in an automobile in favor of the driver of another automobile involved in a collision. The language of the release involved in Brown was similar to the language of the release involved herein:

"...I/we hereby release and discharge Edith Mary Taylor, his or their heirs, successors and assigns, and all other persons, firms or corporations who are or might be liable, from all claims of any kind or character which I/we have or may have against him or them, and especially because of all damages, losses or injury to persons or property, or both, whether known or unknown developed or undeveloped, resulting or to result from accident..." Brown at 55. (Emphasis added)

The Oklahoma Supreme Court held the language of the release precluded the releasor from subsequently maintaining an action against another joint tortfeasor arising out of the same cause of action. The court said:

"Plaintiff does not contend that she was imposed upon in the execution of the release or that she was over-reached, or that fraud was practiced upon her by the person securing the release. The only attack she makes upon the release is that the amount she received for it was not full compensation for injuries and that she did not intend to release her husband when she signed the release. Making these concessions to the plaintiff would not relieve her of responsibility for the plain language of a release which she admittedly freely executed." (Emphasis added)

Despite the plain language of the release in question, plaintiff claims she intended only to release Jack J. Weingartner by signing the release. Plaintiff claims the adjuster for State Farm Insurance Company, Weingartner's carrier, was informed of her intent. It is, however, well-settled that in absence of fraud or mistake, all previous oral discussions are merged into and superseded by the terms of a written agreement and the instrument cannot be varied or changed by parol evidence. See 15 Okl.St. Ann. §137; Derryberry v. Yellow Mfg. Acceptance Corp., 396 P.2d 522 , 524 (Okl. 1965). Here, plaintiff was represented by an attorney when she signed the release.^{1/} In fact, the signed release states:

-
1. Plaintiff does not claim the release was executed under mutual mistake of fact. At best, plaintiff executed the release under unilateral mistake of fact.

"Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims..."

For these reasons, the Court finds plaintiff released the driver of the unidentified vehicle when she signed the release. The effect of the release was to destroy defendant's right of subrogation under 36 Okl. St. Ann. §3636, and thus provided defendant with a complete defense to any claim by the plaintiff against the defendant for uninsured motorist coverage.

IT IS THEREFORE ORDERED that defendant's motion for summary judgment is sustained.

ENTERED this 14th day of March, 1983.

A handwritten signature in cursive script, appearing to read "Thomas R. Brett", is written over a horizontal line.

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

WILLIAM C. A. HARPER,)
)
 Petitioner,)
)
 v.)
)
 PETE DOUGLAS, et al,)
)
 Respondents.)

✓
No. 82-C-296-C **FILED**

PT 11113
APR 22 1982
FBI

O R D E R

The Court has before it for consideration a petition for a Writ of Habeas Corpus, pursuant to 28 U.S.C. §2254, filed on April 22, 1982 by William C. A. Harper, pro se.

A review of the Response filed by the respondents indicates that on April 29, 1981, the Court of Criminal Appeals filed an Order remanding Harper's appeal from an Order of the District Court of Tulsa County denying his application for post-conviction relief in Tulsa County Case No. 22,225, directing that court to enter a new Order making findings of fact and conclusions of law on the questions raised by the Court of Criminal Appeals. Such an Order making findings was apparently never entered by the District Court of Tulsa County. Yet on August 17, 1981, the Court of Criminal Appeals entered an Order, pursuant to an "appeal" by Harper, of an Order from the Tulsa County District Court. The Order does not specify the date or nature of District Order.

We have made inquiry of the Court of Criminal Appeals, and it is our understanding that the August 17, 1981 Order will be vacated and

that expedited proceedings will take place in the District Court of Tulsa County.

Thus, this Court must conclude that the petitioner has not yet exhausted his State Court remedies. The action herein is therefore stayed pending an Order to Vacate the August 17, 1981 Order by the Court of Criminal Appeals, the consideration of the remanded matters by the District Court, and any possible further appeals of that ruling.

It is so Ordered this 11th day of March, 1983.


H. Dale Cook
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 11 1983 *pt*

Jack C. Silver, Clerk

U. S. DISTRICT COURT

CIVIL ACTION NO. 82-C-1089-C ✓

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
WILLIAM L. MORAN,)
)
Defendant.)

NOTICE OF DISMISSAL

COMES NOW the United States of America by
Frank Keating, United States Attorney for the Northern District
of Oklahoma, Plaintiff herein, through Philard L. Rounds, Jr.,
Assistant United States Attorney, and hereby gives notice of its
dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure,
of this action without prejudice.

Dated this 11th day of March, 1983.

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney

Philard L. Rounds, Jr.
PHILARD L. ROUNDS, JR.
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy
of the foregoing pleading was served on each
of the parties hereto by mailing the same to
them or to their attorneys of record on the
11 day of *March*, 1983.

Philard L. Rounds, Jr.
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.) CIVIL ACTION NO. 82-C-1053-C
)
 GARY L. PENDERGRAFT; CAROLYN)
 TAYLOR; COMMERCIAL CREDIT)
 CORPORATION; KAMO ELECTRIC)
 COOPERATIVE, INC.; AMERICAN)
 TELEPHONE AND TELEGRAPH COMPANY,)
 RURAL WATER AND SEWER DISTRICT)
 NO. 4, OTTAWA COUNTY; SPRING)
 RIVER WATER CORPORATION, an)
 Oklahoma Corporation; COUNTY)
 TREASURER, OTTAWA COUNTY,)
 OKLAHOMA; AND BOARD OF COUNTY)
 COMMISSIONERS, OTTAWA COUNTY,)
 OKLAHOMA,)
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 10 day of
March, 1983, on the Plaintiff's application for entry of default
judgment. The Plaintiff appeared by Frank Keating, United States
Attorney for the Northern District of Oklahoma, through Hubert A.
Marlow, Assistant United States Attorney, and the defendants:

Gary L. Pendergraft,
Carolyn Taylor,
Commercial Credit Corporation,
County Treasurer of Ottawa County, Oklahoma, and
Board of County Commissioners, Ottawa County, Oklahoma,
did not appear.

The Court, having examined the file herein and being
fully advised, finds that:

1. Personal service of process has been effected upon each of the defendants herein as required by the Federal Rules of Civil Procedure, but such defendants have failed to answer or otherwise appear or move, within the time allowed by such rules, and default has been entered by the Clerk of this Court.

2. This is a suit based upon two promissory notes and for foreclosure of a real estate mortgage, securing said promissory notes, upon the following described real property located in Ottawa County, Oklahoma, within the Northern Judicial District of Oklahoma:

A tract of land in the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), of Section Thirty-three (33), Township Twenty-eight (28) North, Range Twenty-three (23) East of the Indian Meridian, Ottawa County, Oklahoma, more particularly described as follows, to-wit: Beginning at a point 287 feet South of the Northeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 33, thence West 185 feet, thence South 162 feet, thence East 185 feet, thence North 162 feet to the point of beginning.

3. On September 18, 1979, Gary L. Pendergraft and Carolyn Pendergraft executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of \$32,600.00, with interest thereon at the rate of 9% per annum, and principal and interest were payable in monthly installments.

4. On September 18, 1979, Gary L. Pendergraft and Carolyn Pendergraft executed and delivered to the United States of America, acting through the Farmers Home Administration, a second promissory note in the amount of \$350.00, with interest

thereon at the rate of 9% per annum. Principal and interest were payable in monthly installments.

5. As security for the payment of the above-described notes, Gary L. Pendergraft and Carolyn Pendergraft, husband and wife, executed and delivered to the United States of America a real estate mortgage dated September 18, 1979, covering the above described property. This mortgage was recorded in Book 393, pages 237-240 in the records of Ottawa County, Oklahoma.

6. Thereafter, on September 15, 1980, the Defendants Gary L. Pendergraft and Carolyn Pendergraft, husband and wife, obtained a Decree of Divorce in the District Court of Ottawa County, Oklahoma, in Carolyn Pendergraft v. Gary L. Pendergraft, Case No. JFD-80-161. Since that time Carolyn has remarried and her name is now Carolyn Taylor.

7. The Defendants Gary L. Pendergraft and Carolyn Taylor made default under the terms of the aforesaid promissory notes by reason of their failure to make the monthly installments due thereon, which default has continued to this day. By reason thereof the said Defendants are now indebted to the Plaintiff in the sum of \$33,520.18, as unpaid principal, plus accrued interest thereon to February 15, 1983, in the amount of \$8,083.97, plus interest on said principal sum at the rate of \$8.2652 per day from February 25, 1983, until paid, and the costs of this action. Therefore, Plaintiff should have judgment against the Defendants Gary L. Pendergraft and Carolyn Taylor, for the total of the above stated amounts.

8. There is due and owing to the County Treasurer, Ottawa County, State of Oklahoma, the sum of \$276.69 for ad valorem taxes, for 1982; and the said County Treasurer should have judgment for such amount, plus interest according to law.

9. The Plaintiff's judgment should be inferior to the County Treasurer's judgment in regard to the amount due for ad valorem taxes.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that:

1. Plaintiff has judgment against the Defendants Gary L. Pendergraft and Carolyn Taylor, for the sum of \$33,520.18, as unpaid principal, plus interest accrued thereon to February 25, 1983, in the amount of \$8,083.97, plus interest on such principal sum at the rate of \$8.2652 per day from February 25, 1983 until paid, and the costs of this action.

2. The County Treasurer, Ottawa County, State of Oklahoma has judgment against the Defendants Gary L. Pendergraft and Carolyn Taylor for the sum of \$276.69, for ad valorem taxes for 1982, together with interest on such sum until paid according to law.

3. The County Treasurer's judgment is superior to Plaintiff's in regard to the amount due for ad valorem taxes.

4. Upon the failure of said Defendants Gary L. Pendergraft and Carolyn Taylor 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 described above subject to all valid easements of record, and

apply the proceeds in satisfaction of the judgments granted above in the following order:

- a. Payment of all costs accrued in this action.
- b. Payment of the Judgment for County Treasurer, Ottawa County, State of Oklahoma, in regard to ad valorem taxes due.
- c. Payment of the Judgment for Plaintiff, United States of America.
- d. The residue of the proceeds from the sale, if any, shall be deposited with the Clerk of the Court to await further order of the Court.

5. From and after the sale of said property, under and by virtue of this judgment and decree, all of the Defendants named in the first paragraph hereof, and all persons claiming under them since the filing of the Complaint herein are forever barred and foreclosed of any right, title, interest, or claim to the real property described above, or any part thereof.

s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

APPROVED:

FRANK KEATING
United States Attorney

HUBERT A. MARLOW
Assistant United States Attorney

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

STATE SUPPLY WAREHOUSE COMPANY,)
an Oklahoma corporation, STATE BEAUTY)
SUPPLY OF JOPLIN, MISSOURI, a Missouri)
corporation, on behalf of itself and for)
others similarly situated,)

Plaintiffs,)

v.)

No. 82-C-957-C)

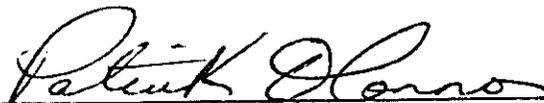
LANGE LABORATORIES, INC., a)
California corporation,)

Defendant.)

STIPULATION OF DISMISSAL

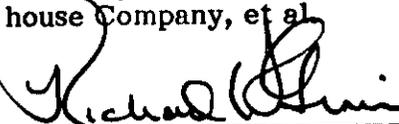
Come now the Plaintiffs, State Supply Warehouse Company, et al., and the Defendant, Lange Laboratories, Inc., through their counsel, pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, and stipulate that this action may be and it is hereby dismissed with prejudice as to all claims and counterclaims for relief.

Dated February 25, 1983.



Patrick O'Connor
Rheam, Noss, O'Connor & Ray
400 Sinclair Building
6 East Fifth Street
Tulsa, Oklahoma 74103

Attorneys for Plaintiffs, State Supply Warehouse Company, et al.



Richard H. Gimer
Santarelli & Gimer
2033 M Street N.W.
Washington, D. C. 20036

Attorneys for Defendant, Lange Laboratories, Inc.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 LETHA E. MCKINLEY, et al.,) CIVIL NO. 82-C-1054-C
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 11th day of March, 1983, on the Plaintiff's application for entry of judgment. The Plaintiff appeared by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Hubert A. Marlow, Assistant United States Attorney, and the defendants: Letha E. McKinley, Ervin McKinley, Larry Weirich, County Treasurer, Ottawa County Oklahoma, and Town of Afton, Oklahoma, did not appear.

The Court, having examined the file herein and being fully advised, finds that:

Personal service of process has been effected upon each of the defendants herein as required by the Federal Rules of Civil Procedure, but such defendants have failed to answer or otherwise appear or move, within the time allowed by such rules, and default has been entered by the Clerk of this Court.

This is a suit based upon a promissory note and for foreclosure of a real estate mortgage, securing said promissory

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

Lot One (1) in Block Eighty-six (86), in the Town of Afton, Ottawa County, Oklahoma, according to the recorded plat thereof.

On July 7, 1978, Bobby G. Schroeder and Letha E. Schroeder executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of \$22,500.00, with interest thereon at the rate of 8½% per annum. Principal and interest were payable in monthly installments.

As security for the payment of the above-described note, Bobby G. Schroeder and Letha E. Schroeder, husband and wife, executed and delivered to the United States of America, acting through the Farmers Home Administration, their real estate mortgage dated July 7, 1978, covering the above-described property. The mortgage was recorded in Book 381, Pages 241-244, and Book 380, Pages 657-660 in the records of Ottawa County, Oklahoma.

Thereafter, on August 20, 1979, the Defendants, Bobby G. Schroeder and Letha E. Schroeder obtained a Decree of Divorce in the District Court of Ottawa County, Oklahoma, in Case No. JFD-79-237, entitled Bobby G. Schroeder v. Letha E. Schroeder. In said Decree, the above-described real property was awarded to Defendant, Letha E. Schroeder, as her separate property, subject to the above-described mortgage held by the United States of America.

Letha E. Schroeder, after the aforesaid divorce, remarried and her name is now Letha E. McKinley.

Letha E. McKinley, made default under the terms of the aforesaid promissory note by reason of her failure to make monthly installments due thereon, which default has continued to this day. By reason thereof Defendant Letha E. McKinley is now indebted to the Plaintiff in the sum of \$22,690.40, as unpaid principal, plus accrued interest thereon to February 25, 1983 in the amount of \$3,822.09, plus interest on said principal sum at the rate of \$5.1287 per day from February 25, 1983 until paid, and the costs of this action. Therefore, Plaintiff should have judgment against the defendant Letha E. McKinley for the total of the above stated amounts.

There is due and owing to Ottawa County, State of Oklahoma, from Defendant Letha E. McKinley, the sum of \$165.09 for ad valorem taxes, for 1982, and the sum of \$54.00 for unpaid personal property taxes for the years 1980, 1981, and 1982; and the said County should have judgment for such amounts, plus interest according to law.

The Plaintiff's judgment should be superior to the County's in regard to the amount due for personal property taxes. But, the Plaintiff's judgment should be inferior to the County's judgment in regard to the amount due for ad valorem taxes.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have judgment against the Defendant, Letha E. McKinley, for the sum of \$22,690.40 as unpaid principal, plus interest

accrued thereon to February 25, 1983, in the amount of \$3,822.09, plus interest on such principal sum at the rate of \$5.1287 per day from February 25, 1983 until paid, and the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Ottawa County, State of Oklahoma have judgment against the Defendant, Letha E. McKinley, for the sum of \$165.09 for ad valorem taxes for 1982, and for the sum of \$54.00 for unpaid personal property taxes for the years 1980, 1981, and 1982, together with interest on such sums until paid according to law.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff's judgment is superior to the County's judgment in regard to the amount due from the Defendant Letha E. McKinley for personal property taxes, but the County's judgment is superior to Plaintiff's in regard to the amount due for ad valorem taxes.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendant Letha E. McKinley, 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 described above and apply the proceeds in satisfaction of the judgments granted above in the following order:

1. Payment of all costs accrued in this action.
2. Payment of the Judgment for Ottawa County, State of Oklahoma, in regard to ad valorem taxes due.

3. Payment of the Judgment for Plaintiff, United States of America.

4. Payment of the Judgment for Ottawa County, State of Oklahoma, in regard to the amount due for personal property taxes.

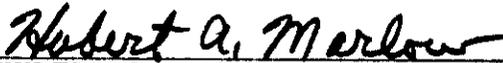
The residue of the proceeds from the sale, if any, shall be deposited with the Clerk of the Court to await further order of the Court.

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


UNITED STATES DISTRICT JUDGE

APPROVED:

FRANK KEATING
United States Attorney


HUBERT A. MARLOW
Assistant United States Attorney

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

LANGE LABORATORIES, INC., a
California corporation,

Plaintiff,

v.

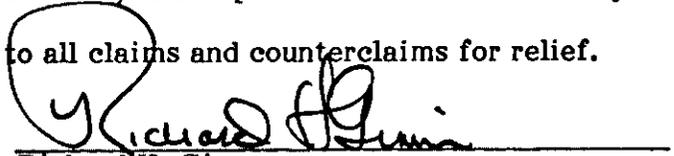
No. 82-C-583-B

ASSOCIATED BEAUTY COMPANIES, INC.,
JAMES G. LEWIS, individually and as an
officer of State Supply Warehouse Company,
Inc.; STATE SUPPLY WAREHOUSE COM-
PANY, INC.; JOHN H. McCALL, indivi-
dually and as an officer of Amco Ware-
house Company, Inc.; AMCO WAREHOUSE
COMPANY, INC.; ROBERT H. PEEL, in-
dividually and as an officer of Peel's
Friendly Supply Company, Inc.; PEEL'S
FRIENDLY SUPPLY COMPANY, INC.;
ARTHUR C. MILLER, JR., individually and
as an officer of Miller Beauty Supply, Inc.;
MILLER BEAUTY SUPPLY, INC.;
CHARLES RAY JACKSON and RAY
SLAICK, JR., individually and as officers
of Jackson Beauty Supply Warehouse, Inc.;
and JACKSON BEAUTY SUPPLY WARE-
HOUSE, INC.,

Defendants.

STIPULATION OF DISMISSAL

Comes now the Plaintiff, Lange Laboratories, Inc., and the Defendants, Associated Beauty Companies, Inc., et al., through their counsel, pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, and stipulate that this action may be and it is hereby dismissed with prejudice as to all claims and counterclaims for relief.



Richard H. Gimer
Santarelli & Gimer
2033 M Street N.W.
Washington, D. C. 20036
Attorneys for Plaintiff, Lange
Laboratories, Inc.



Patrick O'Connor
RHEAM, NOSS, O'CONNOR & RAY
400 Sinclair Building
6 East Fifth Street
Tulsa, Oklahoma 74103
Attorneys for Associated Beauty Companies,
Inc., et al.

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

ASSOCIATED BEAUTY COMPANIES, INC.,)
an Oklahoma corporation,)

Plaintiff,)

v.)

No. 79-C-208-E)

LANGE LABORATORIES, INC., a)
California Corporation; and BELVEDERE)
LABORATORIES, INC., a California)
Corporation,)

Defendants.)

STIPULATION OF DISMISSAL

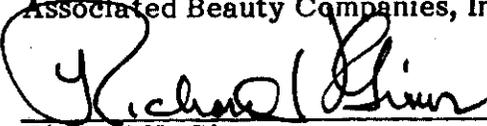
Comes now the Plaintiff, Associated Beauty Companies, Inc., and the Defendants, Lange Laboratories, Inc., et al., through their counsel, pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, and stipulate that this action may be and it is hereby dismissed with prejudice as to all claims and counterclaims for relief.

Dated February 25, 1983.



Patrick O'Connor
Rheam, Noss, O'Connor & Ray
400 Sinclair Building
6 East Fifth Street
Tulsa, Oklahoma 74103

Attorneys for Plaintiff
Associated Beauty Companies, Inc.



Richard H. Gimer
Santarelli & Gimer
2033 M Street N.W.
Washington, D. C. 20036

Attorneys for Defendants, Lange
Laboratories, Inc., et al.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

ROBERT BROOKS, PIERRE VERHULTZ,)
and FRANZ ROMER,)
)
Plaintiffs,)

vs.)

GLENN W. TURNER, RICHARD WAYNE)
MUMFORD, RONALD B. KIRKPATRICK,)
ROBERT STUDEBAKER, KOSCOT)
INTERPLANETARY, INC., a Florida)
Corporation, and GLENN W. TURNER)
ENTERPRISES, INC., a Florida)
Corporation,)
)
Defendants.)

CASE NO. 73-C-195

ORDER FOR DISMISSAL WITHOUT PREJUDICE

Upon application of the Plaintiffs, Robert Brooks, Pierre Verhultz and Franz Romer, pursuant to Federal Rules of Civil Procedure 41(b), the above-captioned matter is hereby dismissed without prejudice, with each party to bear their own costs.

DATED this the 10th day of March, 1983.

131 W. Dale Cook
UNITED STATES DISTRICT JUDGE

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

FILED

1983

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

DIANE YOUNGBIRD and WILLIAM YOUNGBIRD,
wife and husband,

Plaintiffs,

vs.

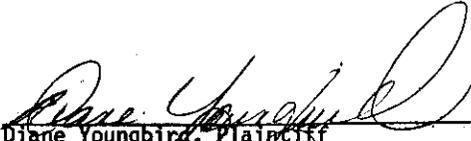
No. 82-C-377-C

RAY PERCY, an individual, and
McCOMBS CORPORATION,

Defendants.

VOLUNTARY DISMISSAL WITH PREJUDICE
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 41(a)(1)

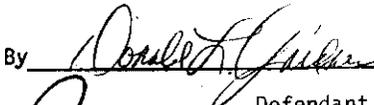
COME NOW the undersigned parties, being all the parties who have
appeared in the action, and by this notice of dismissal pursuant to Federal Rule
of Civil Procedure 41(a)(1) hereby stipulate that this action is dismissed
with prejudice.


Diane Youngbird, Plaintiff


William Youngbird, Plaintiff

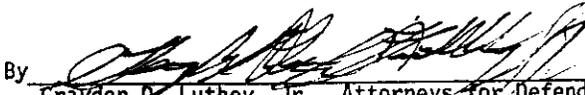

R. V. Funk, Attorney for Plaintiffs

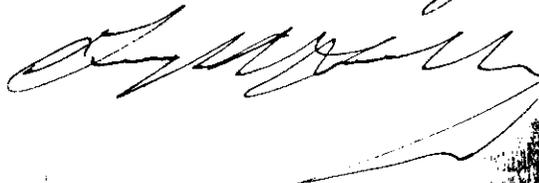
McCOMBS CORPORATION

By  *Vice Chairman*
Defendant


Ray Percy, Defendant

JONES, GIVENS, GOTCHER DOYLE & BOGAN, INC.

By 
Graydon D. Luthey, Jr., Attorneys for Defendant



UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 GARY L. PENDERGRAFT; CAROLYN)
 TAYLOR; COMMERCIAL CREDIT)
 CORPORATION; KAMO ELECTRIC)
 COOPERATIVE, INC.; AMERICAN)
 TELEPHONE AND TELEGRAPH COMPANY,)
 RURAL WATER AND SEWER DISTRICT)
 NO. 4, OTTAWA COUNTY; SPRING)
 RIVER WATER CORPORATION, an)
 Oklahoma Corporation; COUNTY)
 TREASURER, OTTAWA COUNTY,)
 OKLAHOMA; AND BOARD OF COUNTY)
 COMMISSIONERS, OTTAWA COUNTY,)
 OKLAHOMA,)
)
 Defendants.)

CIVIL ACTION NO. 82-C-1053-C ✓

MAR 10, 1983 *rm*

O R D E R

For good cause shown in the Plaintiff's Motion to Dismiss as to Certain Defendants, the Court finds that such motion should be sustained.

It is therefore ORDERED that this action is dismissed as to the following defendants:

- Kamo Electric Cooperative, Inc.;
- American Telephone and Telegraph Company;
- Rural Water and Sewer District No. 4, Ottawa County; and
- Spring River Water Corporation, an Oklahoma Corporation.

John Salebook
UNITED STATES DISTRICT JUDGE

NOTE: THIS ORDER IS TO BE MAILED BY MOVANT TO ALL COUNSEL AND PRO SE LITIGANTS IMMEDIATELY UPON RECEIPT.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.) Civil Action No. 81-C-565-C
)
 JAMES McDONALD,)
)
 Defendant.)

ORDER FOR DISMISSAL

This matter coming on before this honorable Court on the 10th day of March, 1983, and the Court being informed in the premises that the Defendant, without admitting liability or indebtedness as alleged by the Plaintiff has offered, solely for the purpose of settlement, the sum of Three Hundred Dollars (\$300.00), and it appearing that the parties have agreed that the tender and acceptance of the \$300.00 will conclude all the proceedings arising out of the Complaint and Supportive Affidavit of the Plaintiff; and said sum having been tendered and accepted;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED BY THE COURT that the Complaint of the Plaintiff, UNITED STATES OF AMERICA, concerning the Defendant's attendance at the Climate Control

Institute, for the period of January through September, 1979 and all issues that may arise during that time, is dismissed with prejudice.

151 H. Dale Cook
UNITED STATES DISTRICT JUDGE
NORTHERN DISTRICT OF OKLAHOMA

AGREED BY PLAINTIFF:

Nancy A. Nesbitt
Nancy A. Nesbitt
Assistant United States
Attorney
460 United States Courthouse
Tulsa, Oklahoma 74103

AGREED BY DEFENDANT:

James Francis Gillet
James Francis Gillet
HENSHAW and LEBLANG
5416 S. Yale, Suite 105
Tulsa, Oklahoma 74135

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

WILBURN AMES,)
)
 Plaintiff,)
)
 vs.) No. 82-C-586-C
)
 DEAN AUSTIN, Individually,)
 et al.,)
)
 Defendants.)

W. A. E. O.
1983
Jack C. Silver, Clerk
U. S. DISTRICT COURT

DISMISSAL WITHOUT PREJUDICE

COMES NOW the plaintiff, Wilburn Ames, and hereby dismisses his cause of action against the defendant, Dean Austin, without prejudice.

OLIVER AND EVANS, INC.


Larry L. Oliver
P.O. Box 52085
Tulsa, OK 74152
(918) 745-6084

CERTIFICATE OF MAILING

I hereby certify that on the ___ day of _____, 1983, I mailed a true, correct and exact copy of the within and foregoing instrument to Waldo Bales, Assistant District Attorney, Delaware County, Jay, OK 74346 with proper postage thereon fully prepaid



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

JOAN J. HENDRIX and CARL W.)
JONES, Trustees of the)
ARTHUR HENDRIX REVOCABLE)
LIVING TRUST, Dated)
December 19, 1981,)

Plaintiffs,)

vs.)

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA,)

Defendant and)
Third Party)
Plaintiff,)

vs.)

MARY HENDRIX, JACK HENDRIX)
and MELANIE HENDRIX, a minor,)
and MARY HENDRIX as next)
friend and natural guardian)
of MELANIE HENDRIX, a minor,)

Third Party)
Defendants.)

No. 82-C-572-C

FILED

MAR 21 1983
Jack G. Silver, Clerk
U.S. DISTRICT COURT

JUDGMENT SUSTAINING MOTION FOR SUMMARY JUDGMENT OF TRUSTEES
JOAN J. HENDRIX AND CARL W. JONES AND CLARIFYING TRUST

NOW on this 10th day of March, 1983, the above matter comes on for disposition on the Motion for Summary Judgment of the Plaintiffs, JOAN J. HENDRIX and CARL W. JONES, Trustees of the ARTHUR HENDRIX REVOCABLE LIVING TRUST, dated December 19, 1981, and the Court having examined the pleadings and depositions on file herein, and having been advised by the parties that,

following discovery the parties have determined that the facts in this case are not in dispute, and the parties having therefore stipulated to the facts herein, and the Court being fully advised in the premises and upon consideration thereof, finds:

I.

That the Court has jurisdiction of the subject matter and the parties hereto.

II.

That Plaintiffs' Motion for Summary Judgment should be sustained as hereinafter ordered, and in this connection, the Court specifically finds that at the time of the execution of the ARTHUR HENDRIX REVOCABLE LIVING TRUST, dated December 19, 1981, The Last Will and Testament of Arthur Hendrix dated December 19, 1981, and the change of beneficiary of the life insurance policy also dated December 19, 1981, the said ARTHUR HENDRIX, now deceased, was in full possession of all of his mental faculties; that the Decedent was capable of comprehending the consequences of his acts and had testamentary capacity at the time he executed said instruments; said Decedent was not subject to undue influence, fraud, or misrepresentation at the time he executed the above instruments; said Decedent was not acting under the influence of drugs or medications at the time that he executed the above instruments.

III.

The Court further finds that the ARTHUR HENDRIX REVOCABLE LIVING TRUST and The Last Will and Testament of ARTHUR HENDRIX, dated the 19th day of December, 1981, and the change of beneficiary of the life insurance policy also dated December 19, 1981, are all valid in all respects.

IV.

The parties have entered into an agreement regarding interpretation of various provisions of the ARTHUR HENDRIX REVOCABLE LIVING TRUST, dated December 19, 1981 ("Trust Agreement"), especially in light of the fact that the total estate of ARTHUR HENDRIX is not as large as ARTHUR HENDRIX had contemplated, and the Court finds that such agreement should be approved and that the properties of the Decedent, ARTHUR HENDRIX should be distributed as hereinafter ordered.

V.

The Court further finds that the beneficiary herein, JOAN J. HENDRIX, should pay attorneys, Jerry M. Melone and Robert L. Shepherd as attorneys for Third Party Defendants, the sum of Ten Thousand and no/100 Dollars (\$10,000.00) attorney fees.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Motion for Summary Judgment of the Plaintiffs herein, to wit: JOAN J. HENDRIX and CARL W. JONES, Trustees of the ARTHUR HENDRIX REVOCABLE LIVING TRUST, dated December 19, 1981, be and the same is hereby sustained.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the following properties of the Deceased, ARTHUR HENDRIX, are hereby forthwith distributed to Trust A under the above and foregoing trust instrument and ordered distributed forthwith out of Trust A to the beneficiary thereof, to wit: JOAN J. HENDRIX, free and clear of any and all claims of the Third Party Defendants:

A. The 1980 Cadillac automobile, subject to any and all indebtedness against same, which said beneficiary shall pay and hold all other persons harmless therefrom.

B. All of the proceeds, including accumulated interest, of The Prudential Insurance Company of America Policy on the life of ARTHUR HENDRIX, deceased, which is the subject matter of this action, and which proceeds are being held by the Clerk of this Court, free and clear from any and all claims of the Third Party Defendants herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all of the other assets of the Deceased, ARTHUR HENDRIX, of every kind and character, real, personal, or mixed and whether known or unknown, in existence as of the 10th of February, 1983, save and except any property, real or personal which was held in joint tenancy with rights of survivorship between ARTHUR HENDRIX and JOAN J. HENDRIX which is not otherwise specifically set forth herein, be and they are hereby distributed to Trust B under the above and foregoing trust instrument. These assets include but are not limited to the following:

1. Lot Twenty-nine (29), Block Two (2), SUNSET ACRES, an addition to the City of Tulsa, Tulsa County, Oklahoma.

2. The southerly twenty-five (25) feet of the westerly forty (40) feet of Lot Eight (8) and the westerly forty (40) feet of Lot Nine (9) and the westerly twenty-five (25) feet of Lot Ten (10) and all of Lot Fifteen (15) in Block Thirty (30) of the Town of Chelsea, Rogers County, Oklahoma.

3. Lot Fourteen (14), Block Three (3), EDGEWATER ESTATES, a part of the south one-half (S/2) of the northwest quarter (NW/4) of Section Ten (10), Township Nineteen (19) North, Range Nine (9) East, Creek County, Oklahoma, according to the recorded plat thereof.

4. All of Arthur Hendrix's working interest in the following wells located in Township 23 North, Range 13 East, Washington County, Oklahoma:

- a. Ator #1 located in the West half (W/2) of Section 22.
- b. Smith #2 located in the West half (W/2) of Section 35.
- c. Smith #3 located in the West half (W/2) of Section 35.
- d. Smith #4 located in the Northwest quarter of Southwest quarter (NW/4 SW/4) of Section 35.
- e. Smith #5 located in the Southeast quarter of Southwest quarter (SE/4 SW/4) of Section 35.

- f. Thompson #7 located in the North half of Southwest quarter of Southwest quarter (N/2 SW/4 SW/4) of Section 22.
- g. Hawes #8 located in the Northwest quarter of Northwest quarter (NW/4 NW/4) of Section 22.
- h. McMillian #10 located in the East half of Northwest quarter (E/2 NW/4) of Section 22.
- i. Heitman #11 located in the Northeast quarter of Northeast quarter (NE/4 NE/4) of Section 26.
- j. Ator #14 located in the West half of Northeast quarter (W/2 NE/4) of Section 22.
- k. Gordon #15 located in the West half of Northwest quarter (W/2 NW/4) of Section 22.
- l. McMillian #13 located in the Northwest quarter of Northwest quarter (NW/4 NW/4) of Section 22.
- m. McMillian #16 located in the Southwest quarter of Southwest quarter (SW/4 SW/4) of Section 15.
- n. Gordon #17 located in the Northeast quarter of Northeast quarter (NE/4 NE/4) of Section 21.
- o. White #18 located in the East half of Northwest quarter (E/2 NW/4) of Section 27.
- p. Colpitt #20 located in the Southeast quarter of Southeast quarter (SE/4 SE/4) of Section 35.
- q. Smith #21 located in the Southwest quarter of Southwest quarter (SW/4 SW/4) of Section 26.

r. Jacobs #1 located in the South half of Southeast quarter (S/2 SE/4) of Section 21.

s. Wadlow #1 located in the West half of Northeast quarter (W/2 NE/4) of Section 28.

t. Brown #5 located in the South half of Southwest quarter (S/2 SW/4) of Section 24.

u. Gordon #2 located in the West half of Northwest quarter (W/2 NW/4) of Section 22.

v. Thompson #2 located in the Southwest quarter of Northeast quarter (SW/4 NE/4) of Section 22.

w. Ator #2 located in the Northeast quarter of Southwest quarter (NE/4 SW/4) of Section 22.

5. All of Arthur Hendrix's working interest in the following wells located in Township 23 North, Range 13 East, Tulsa, Oklahoma:

(a) Smith #6 located in the Northwest quarter of Northwest quarter (NW/4 NW/4) of Section 2.

(b) Colpitt #4 located in the Northwest quarter of Northwest quarter (NW/4 NW/4) of Section 2.

(c) Colpitt #19 located in the Southeast quarter of Northwest quarter (SE/4 NW/4) of Section 2.

6. Accounts receivable from Wilma Cheatham in the principal amount of \$4,208.00.

7. The balance in the Trustee Account which on the date hereof is \$2311.15.

8. The balance of the American Airline Credit Union account #97593, as of January 1, 1983, was \$1321.72.

9. Promissory Note dated August 6, 1982, payable to Joan Hendrix and Carl Jones, as Trustees of the Trust Agreement, in the principal amount of Seventy Thousand Dollars (\$70,000) for a term not to exceed five (5) years at an interest rate of twelve per cent (12%) per annum.

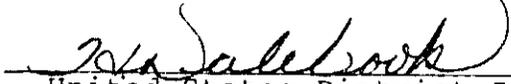
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the agreement entered into between the Plaintiffs and the Third Party Defendants is approved by the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that beneficiary, JOAN J. HENDRIX has disclaimed and renounced any interest in Trust B including any rights to principal and income during administration or upon termination of Trust B.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the beneficiary, JOAN J. HENDRIX, pay to Jerry M. Melone and Robert L. Shepherd, attorneys for Third Party Defendants, the sum of Ten Thousand and no/100 Dollars (\$10,000.00) attorney fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Clerk of this Court pay all of the proceeds of the life insurance policy paid into Court by The Prudential Insurance

Company of America, together with all accrued interest thereon to
JOAN J. HENDRIX in care of Robinson, Boese and Davidson, 1500
Bank of Oklahoma Tower, Tulsa, Oklahoma, in the amount of
\$160,857.43.

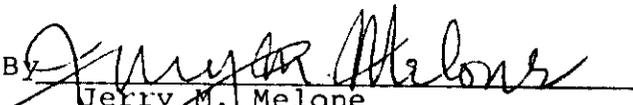

United States District Judge

APPROVED AS TO FORM AND SUBSTANCE:

ROBINSON, BOESE & DAVIDSON

By 
C. S. Lewis, III
P.O. Box 1046
Tulsa, Oklahoma 74101
(918) 583-1232
Attorneys for Plaintiffs

JERRY M. MELONE and
ROBERT L. SHEPHERD

By 
Jerry M. Melone
Suite 200, Law Building
500 West Seventh
Tulsa, Oklahoma 74119
Attorneys for Third Party
Defendants

FILED

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

RILEY SOUTHWEST CORPORATION,)
a Division of UNITED STATES)
RILEY CORPORATION, a Delaware)
corporation,)

Plaintiff,)

vs.)

No. 82-C-549-B ✓

CARTER STEEL AND FABRICATING)
CO., an Ohio corporation,)

Defendant.)

J U D G M E N T

In keeping with the Findings of Fact and Conclusions of Law entered this date, Judgment is hereby entered in favor of the plaintiff, Riley Southwest Corporation, and against the defendant, Carter Steel and Fabricating Company, in the amount of \$41,885.43, with pre-judgment interest from the 6th day of February, 1982 until this date at the rate of 6% per annum and post-judgment from this date in the amount of 8.99% per annum. The parties are to pay their own respective costs and attorney's fees.

ENTERED this 7th day of March, 1983.

Thomas R. Brett

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

RECEIVED JAN 27 1983

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

FILED

SUSAN SEVERSON,

Plaintiff,

vs.

RAY PERCY, an individual, and
MCCOMBS CORPORATION,

Defendants.

MAR 9 1983

No. 82-C-382-C

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

VOLUNTARY DISMISSAL WITH PREJUDICE
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 41(a)(1)

COME NOW the undersigned parties, being all the parties who have
appeared in the action, and by this notice of dismissal pursuant to Federal Rule
of Civil Procedure 41(a)(1) hereby stipulate that this action is dismissed
with prejudice.



Susan Severson, Plaintiff

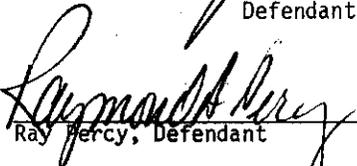


R. V. Funk, Attorney for Plaintiff

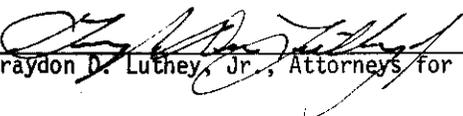
MCCOMBS CORPORATION

By 

Defendant



Ray Percy, Defendant
JONES, GIVENS, GOTCHER, DOYLE & BOGAN, INC.

By 

Graydon D. Luthey, Jr., Attorneys for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DONALD E. CURLEE,

Defendant.

)
)
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)
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)
)
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)

CIVIL ACTION NO. 82-C-967-C

NOTICE OF DISMISSAL

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

Dated this 9th day of March, 1983.

UNITED STATES OF AMERICA

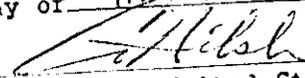
FRANK KEATING
United States Attorney



GERALD HILSHER
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, OK 74103
(918) 581-7463

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the 9 day of March, 1983.


Assistant United States Attorney

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

MAR 9, 1983

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

RILEY SOUTHWEST CORPORATION,)
a Division of UNITED STATES)
RILEY CORPORATION, a Delaware)
corporation,)

Plaintiff,)

vs.)

No. 82-C-549-B

CARTER STEEL AND FABRICATING)
CO., an Ohio corporation,)

Defendant.)

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

This case was tried to the Court without a jury on February 8, 9 and 10, 1983. The plaintiff's claim in the amount of \$64,461.00 is for furnishing plan detailing services pursuant to agreement in reference to steel fabrication and erection for a new building. The defendant denies plaintiff's claim and asserts a counter-claim against the plaintiff in the amount of \$244,758.20 for compensatory (direct and consequential) damages experienced due to plaintiff's breach in providing the detailing services. The plaintiff denies the defendant's counter-claim.

After consideration of the evidence, the statements of counsel, and the applicable legal authority, the Court enters the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. Riley Southwest Corporation ("Riley") is a wholly owned subsidiary of United States Riley Corporation, a Delaware corporation, with its principal place of business in Sapulpa, Creek County, Oklahoma. Carter Steel and Fabricating Company ("Carter") is incorporated under the laws of the State of Ohio and has its principal place of business in said state. The amount in controversy exceeds \$10,000.00.

2. Riley is in the business of providing certain services known as "detailing" to construction related firms such as Carter Steel. These services involve the drawing of detailed design diagrams which are then used as guidelines in the fabrication and construction of structural components in building construction projects.

3. Carter provides certain specialized fabricating and construction services as part of commercial building construction projects. One such project for which Carter Steel had the subcontract for providing fabricating and construction services is the new building known as the Travelers Tower project located in Southfield, Michigan.

4. By transmittal letter dated July 20, 1981 and mailed by Carter to Riley, Carter requested that Riley submit a proposal for the furnishing of detailing services to Carter on the Travelers Tower project.

5. On July 23, 1981, Riley, through its representatives, offered to perform certain detailing services for Carter on said project.

6. Carter then requested that the plaintiff come to Carter's offices in Bellefontaine, Ohio for further discussions concerning Riley's proposal of July 20, 1981.

7. On July 29, 1981 the Riley representative went to the office of Carter in Bellefontaine, Ohio for further contract negotiations concerning the furnishing of the detailing services by Riley to Carter. Riley's representative took with him a written proposal concerning the scope of the detailing work and also written terms and conditions of Riley under which it was willing to perform the work. At this meeting the parties specifically discussed Riley's written proposal concerning the scope of the work but they had no discussions concerning the written terms and conditions submitted by Riley. At the conclusion of the July 29, 1981 negotiation meeting a verbal agreement had been reached that Riley would perform the detailing work for Carter for the stated price of \$57,600.00. As the meeting concluded, it was understood within a few days Carter would issue its purchase order which was in keeping with the verbal agreement.

8. On July 31, 1981 Carter issued its Purchase Order No. 28916 which effectively set forth the verbal agreement that Riley would provide the specific detailing services to Carter for the sum of \$57,600.00.

9. The written terms and conditions submitted by Riley to Carter at the Bellefontaine, Ohio meeting on July 29, 1981 were not mutually agreed to by the parties and, therefore, it was not agreed by the parties that said written terms and conditions of Riley were part and parcel of their ultimate agreement.

10. Although there was discussion at the Bellefontaine, Ohio meeting that Carter was operating under specific time constraints, and that Riley would endeavor to meet those time constraints, there was not mutual agreement that time was of the essence in terms of the legal consequences that would flow therefrom. Time was not specified of the essence in any of the writings exchanged between the parties; that is neither the written proposals submitted by Riley nor the purchase order submitted by Carter.

11. The detailing work to be performed by Riley was to be performed in Sapulpa, Oklahoma.

12. Previous to the Travelers Tower project there had been no course of dealing between Riley and Carter.

13. As Riley progressed with providing the detailing services, Carter authorized and agreed to pay for extra work performed by Riley. The total detailing service contract came to \$62,461.04.

14. Riley substantially performed the detailing services as agreed by the parties but did so with numerous errors that would constitute a partial breach of the agreement. Riley's detailing errors consisted primarily of Riley not following the Carter specifications and dimensional disputes centered around Riley's detailing of copes or cuts and the 1/16" setback on beams. The errors of Riley for the most part were in violation of industry standards as set forth in the American Institute of Steel Construction and by the American Welding Society.

15. Carter did not reject Riley's work and utilized it with the exception of the errors, which Carter undertook on its own to see to it that corrections were made as opposed to returning it to Riley for Riley to make the corrections.

16. As a result of the errors in the detailing work of Riley, it caused Carter to be from approximately two to four weeks off its time schedule in fabricating the steel in its own plant and accomplishing the erection on the site.

17. As a result of the errors constituting a partial breach of Riley's detailing obligation under the agreement, Carter incurred additional expense and damage as follows:

For additional detailing services performed by Cardinal Detailing	\$ 5,580.00
For salary of T. Wood to do additional detailing (360 hours at \$18.00 per hour)	\$ 6,480.00
For unusable mill material ordered as a result of Riley Southwest's submission of mill list	\$ 5,750.00
For additional long distance phone call expense incurred in attempts to secure Riley Southwest's compliance	\$ 122.51
For travel expense from Ohio to Michigan	\$ 2,250.00
For travel expense from Ohio to Oklahoma, T. Fidago	\$ 393.10
	<u>\$20,575.61</u>

18. The alleged consequential damages of Carter for overtime hours in the shop, expenses during idleness of the shop, and the Noreast erector crane and field charges were not within the

parties' contemplation at the time of entering into the detailing services agreement.

19. Since Carter chose to correct the errors in Riley's detailing, Carter assumed the responsibility for additional expense from fabrication or erection errors traceable to any errors in detailing.

20. Riley is entitled to recover from Carter the total sum of \$62,461.04, but to be deducted therefrom is the sum of \$20,575.61, which are expenses incurred by Carter resulting from Riley's partial breach in the form of detailing errors.

CONCLUSIONS OF LAW

1. The Court has jurisdiction of the parties and the subject matter herein by virtue of Title 28 U.S.C. §1332.

2. Any Finding of Fact above which could properly be characterized a Conclusion of Law is incorporated herein.

3. The law of the State of Oklahoma is to govern the interpretation, validity and performance of the contract between the parties.

4. The mutual assent of the parties is necessary before a contract is binding. Chapman v. Union Equity Cooperative Exchange, 451 P.2d 3, 7 (Ok1.1969); Armstrong v. Guy H. James Const. Co., 402 P.2d 275, 277 (1965); Queen Anne Candy Co. v. Eagle, 184 Ok1. 519, 88 P.2d 630, 632 (1939); Dick v. Vogt, 196 Ok1. 66, 162 P.2d 325, 330 (1945); Public Service Company of Oklahoma v. Home Builders Assn. of Realtors, Inc., 554 P.2d 1181,1186 (Ok1. 1976); Amoco Production Co. v. Lindley, 609 P.2d 733, 741 (Ok1.

1980); and Marathon Oil Co. v. Kleppe, 556 F.2d 982, 985 (10th Cir. 1977).

5. 15 O.S. §152 provides:

"A contract must be so interpreted as to give effect to the mutual intention of the parties, as it existed at the time of contracting, so far as the same is ascertainable and lawful."

King-Stevenson Gas & Oil Co., v. Texam Oil Corp., 466 P.2d 950, 954 (Okla. 1970).

6. Since there was no mutual consent or meeting of the minds between Carter and Riley as to the terms and conditions proposed by Riley, they were not a part of the ultimate agreement between the parties.

7. 15 O.S. §174 states:

"Time is never considered as of the essence of a contract, unless by its terms expressly so provided."

To show that time is of the essence of a contract, no particular form of words is necessary, but intention must clearly appear in the instrument. Harrell v. Clarke, 174 Okla. 623, 51 P.2d 720, 722 (1936).

8. Riley had a duty to perform its detailing services for Carter with reasonable care and skill and to conform to the accepted standards of the detailing industry.

9. When a party to a contract has in good faith substantially performed, the party is entitled to sue on the contract and recover the contract price, less proper deductions on account of omissions, deviations and defects properly chargeable to the party.

Kizziar v. Dollar, 268 F.2d 914, 916 (CA10, 1959); Collins v. Baldwin, 405 P.2d 74, 81 (Okla. 1965); Klein v. Moore, 210 P.2d 363, 366 (Okla. 1949); and Noble Homes, Inc. v. Kalman, 428 P.2d 241, 246 (Okla. 1967).

10. Faulty work resulting from detailing checking and correction by Carter would not be attributable to Riley, due to Carter assuming the responsibility for the final drawings. Kelley v. Bank Building & Equipment Corporation of America, 453 F.2d 774, 776 (CA10, 1972).

11. The proposed terms and conditions submitted by Riley Southwest as well as the assertion of Carter that time is of the essence of the contract, constitutes an attempt to contradict a written agreement by evidence of prior or contemporaneous negotiations and, therefore, barred by the Oklahoma parol evidence rule, 15 O.S. §137.

12. 23 O.S. §21 states:

"For the breach of an obligation arising from contract, the measure of damages, except where otherwise expressly provided by this chapter, is the amount which will compensate the party aggrieved for all the detriment proximately caused thereby, or which, in the ordinary course of things, would be likely to result therefrom. No damages can be recovered for a breach of contract, which are not clearly ascertainable in both their nature and origin."

Home-Stake Production Company v. Minnis, 443 P.2d 91, 101 (Okla. 1968); State ex rel. Remy v. City of Norman, Okla., 642 P.2d 219, 223 (Okla. 1981); Chorn v. Williams, 186 Okla. 646, 99 P.2d 1036, 1037 (1940).

13. The right to recover damages as a matter of law depends on whether the contracting parties contemplated such damages at the time of the agreement. Hadley v. Baxendale, 9 Exch. 341, 156 Eng. Reprint 145 (discussed in 22 Am.Jur.2d, "Damages", §56);

Home-Stake Production Company v. Minnis, 443 P.2d 91, 101 (Okla. 1968), and Beindorf v. Thorpe, 126 Okl. 157, 259 P. 242, 244 (1927).

14. Riley is entitled to a judgment against Carter in the amount of \$41,885.43, plus pre-judgment interest at the rate of 6% per annum from the 6th day of February, 1982. Each party is to pay its own respective costs and attorney's fees.

ENTERED this 9th day of March, 1983.


THOMAS R. BRETT

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

FILED

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

AMY B. TAMASEY,)
)
)
 Plaintiff,)

vs.)

No. 82-C-283-B/E

DIANE DOORNBOS, CHARLES)
FOSTER DOORNBOS, and)
LINDA DOORNBOS,)
)
 Defendants.)

STIPULATION OF DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, joined by all Defendants, and stipulates that this matter has been resolved between the parties and it is hereby stipulated that this case is dismissed with prejudice to the bringing of any further cause of action.

GREER AND GREER,
Attorneys for Plaintiff,

By Jefferson G. Greer
JEFFERSON G. GREER

GIBBON, GLADD, TAYLOR, SMITH & HICKMAN,
P.A., Attorneys for Charles Foster
Doornbos and Linda Doornbos,

By Richard D. Gibbon
RICHARD D. GIBBON

Alan R. Carlson
ALAN R. CARLSON, Attorney for
Diane E. Doornbos

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

RUBY VIOLA FORD, Individually and
as Administratrix of the Estate of
Dave Marshall Doss,

Plaintiff,

vs.

NO: 82-C-179-E ✓

DIANE E. DOORNBOS AND CHARLES F.
DOORNBOS,

Defendants.

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

STIPULATION OF
DISMISSAL

COMES now the Plaintiff, RUBY VIOLA FORD, Individually and
as the Administratrix of the Estate of Dave Marshall Doss, and
dismisses the above captioned cause with prejudice.

Richard D. Gibbon
Richard D. Gibbon
Attorney for Defendant
Charles F. Doornbos

Alan R. Carlson
Alan R. Carlson
Attorney for Diane E. Doornbos

Ruby Viola Ford
RUBY VIOLA FORD

Ruby Viola Ford Administratrix
RUBY VIOLA FORD,
Administratrix of the
Estate of Dave Marshall Doss

Steve Riley
Steve Riley
Attorney for Plaintiff
Ruby Viola Ford

STATE OF)
) SS
COUNTY OF)

Before me, the undersigned, a Notary Public, in and for said
County and State, on this 7th day of March, 1983, personally
appeared RUBY VIOLA FORD, individually and as the Administratrix of
the Estate of Dave Marshall Doss, to me known to be the identical
person who executed the within and foregoing instrument, and
acknowledged to me that she executed the same as her free and
voluntary act and deed for the uses and purposes therein set forth.

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

Desiree L. Owen
NOTARY PUBLIC

My Commission Expires:
July 6, 1986

MHI:slb
2/21/83

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

FRANCES VIRGINIA BROWNING,)
personally and as the representative)
of the heirs of Clarence A. Browning,)
deceased,)

Plaintiff,)

vs.)

FIBREBOARD CORPORATION, et al.,)

Defendants.)

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

NO. 82-C-131-B

JOURNAL ENTRY OF JUDGMENT

NOW, on this 8th day of February, 1983, this cause comes on to be heard on the Motion for Summary Judgment of the Defendant, Celotex Corporation. The parties appeared by their respective counsel, and the Court, being fully advised in the premises and on consideration of all the papers filed herein and statements of counsel, finds that the Defendant's Motion for Summary Judgment should be sustained, and the Court finds that Plaintiff has no evidence tending to prove any exposure by the Plaintiff to Defendant's products.

The Plaintiffs further reiterate the position they took on the 8th day of February, 1983, in regard to requesting the Court to adopt the alternative theory of liability and/or enterprise theory of liability per the Abbott v. Sindall case.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment of the Defendant, Celotex Corporation, be, and the same is, hereby sustained, and judgment entered in favor of Defendant, Celotex Corporation, and that Plaintiff take nothing by her Complaint filed herein.

LAW OFFICES

UNGERMAN,
CONNER &
LITTLE

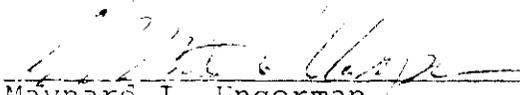
MIDWAY BLDG.
2727 EAST 21 ST.
SUITE 400

P. O. BOX 2089
TULSA, OKLAHOMA
74101

Dated this 9th day of ^{March}~~February~~, 1983.

S/ THOMAS R. BOTT
United States District Judge

APPROVED AS TO FORM AND CONTENT:



Maynard I. Ungerman
Attorney for Plaintiff



Mike Hinkle
Attorney for Defendant,
Celotex Corporation

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

FILED

CONTINENTAL FIBERGLASS)
CORPORATION, an Iowa)
corporation,)
)
Plaintiff,)
)
vs.)
)
ALBERT LEE COOPER,)
)
Defendant.)

APR 8 1983

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

No. 82-C-617-E

JUDGMENT

This action came on for hearing before the Court, Honorable James O. Ellison presiding, parties announcing the settlement of this action by the submission of this judgment, the Court having reviewed the same and being fully advised in the premises, finds as follows:

1. This action was commenced by the Plaintiff which filed its Complaint herein on June 11, 1982. The Defendant was personally served with a copy of the Complaint and subsequently filed an Answer herein. The Court has personal jurisdiction over the parties and pursuant to the allegations of the Complaint, subject matter jurisdiction is proper.

2. All parties to the action consent to this judgment as evidenced by the signatures of their counsel of record, each of whom are members of the Bar of the

United States District Court. The Defendant, Albert Lee Cooper, also consents as evidenced by his signature hereon.

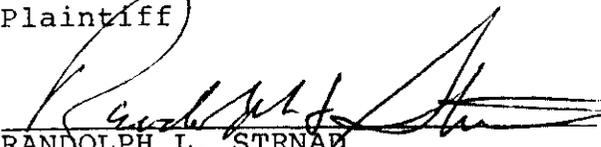
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, Continental Fiberglass Corporation, have and recover judgment from the Defendant, Albert Lee Cooper, in the amount of \$50,000.00 plus interest at the Oklahoma legal rate from the date hereof until paid, all costs of the action accrued and accruing, and a reasonable attorney's fee on behalf of Plaintiff's attorney, Randolph L. Strnad, in the amount of \$7,500.00.

Entered this 8 day of March, 1983.

S/ JAMES O. ELLISON
HONORABLE JAMES O. ELLISON
District Judge

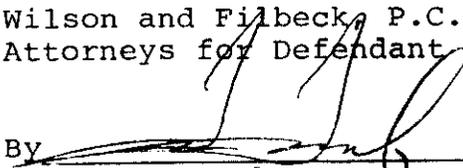
APPROVED AND ACCEPTED:

CONTINENTAL FIBERGLASS CORPORATION
Plaintiff


RANDOLPH L. STRNAD
Attorney for Plaintiff
1515 South Denver
Tulsa, Oklahoma 74119
918-599-8118


ALBERT LEE COOPER, Defendant

Wilson and Filbeck, P.C.
Attorneys for Defendant

By 
TOM FILBECK
P. O. Box 1346
Sapulpa, Oklahoma 74066
918-224-4496

FILED

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

MAR 8 1983

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

GRAND RIVER DAM AUTHORITY,)
a governmental agency, a body)
politic and corporate,)

Plaintiff,)

vs.)

McGRAW EDISON COMPANY, National)
Electric Coil Division, a)
Delaware corporation,)

Defendant.)

No. 81-C-262-E

ORDER

This action comes before the Court on the stipulation of
the parties to dismiss this action,

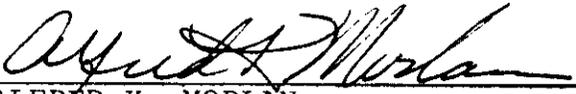
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this
action be dismissed.

DONE this 7th day of March, 1983.

S/ JAMES O. ELLISON

JAMES O. ELLISON, Judge

APPROVED AS TO FORM AND CONTENT:



ALFRED K. MORLAN
Attorney for Plaintiff



J. WARREN JACKMAN
Attorney for Defendant

FILED

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

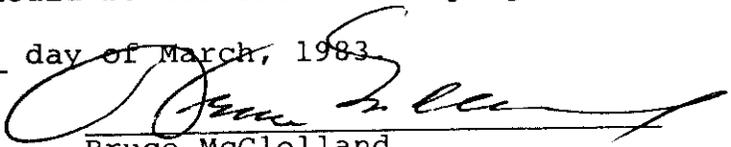
J. I. CASE CREDIT CORPORATION,)
a corporation,)
)
Plaintiff,)
)
vs)
)
DON DELACHEUR, an individual doing)
business as D & D EQUIPMENT,)
)
Defendant.)

NO: 83-C-54-E

MOTION FOR DISMISSAL

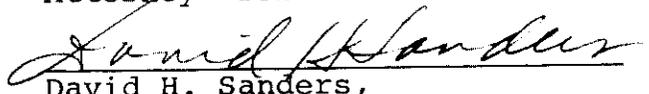
Come now plaintiff and defendant and respectfully represent and show to the Court that the issues in this cause have been resolved by mutual agreement of the parties and by reason thereof the same should be dismissed with prejudice.

DATED this 8 day of March, 1983



Bruce McClelland,
600 Hightower Building
Oklahoma City, Oklahoma 73102
Attorney for Plaintiff

FILED
MAR 15 1983
Jack C. Silver, Clerk
U. S. DISTRICT COURT



David H. Sanders,
Denver Building
624 South Denver
Tulsa, Oklahoma 74119
Attorney for Defendant

ORDER OF DISMISSAL

At Tulsa, in said Northern District of Oklahoma, on this 15 day of March, 1983,

Upon the foregoing Motion of plaintiff and defendant and for other good cause shown it is hereby,
ORDERED, that this cause and the same is hereby
dismissed with prejudice.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

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

FILED
MARCH 7 1983

SPRINGDALE FARMS, INC.,)
an Arkansas corporation,)
)
Plaintiff,)
)
vs.)
)
TROY TUCKER, d/b/a THE PIT,)
)
Defendant.)

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

No. 82-C-1004-B

O R D E R

The Court has before it for consideration plaintiff's Motion for Judgment on the Pleadings, filed pursuant to F.R.Civ.P. 12(c).

Plaintiff has sued defendant for payment for meats and other edible goods and products sold to defendant. Defendant has confessed judgment in the amount of \$18,017.24 plus interest from December 14, 1982 until judgment at the daily rate of \$2.96 per day, and interest from the date of judgment until paid at the rate of 15 percent per annum and an attorney's fee of \$1,500 for plaintiff's attorneys, and the costs of this action.

IT IS THEREFORE ORDERED that judgment be entered in favor of plaintiff in the amount of \$18,017.24, plus interest from December 14, 1982 until judgment at the daily rate of \$2.96 per day, and interest from the date of judgment until paid at the rate of 15 percent per annum. IT IS FURTHER ORDERED that defendant shall pay plaintiff an attorney's fee of \$1,500.00, and the costs of this action.

ENTERED this 4th day of March, 1983.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

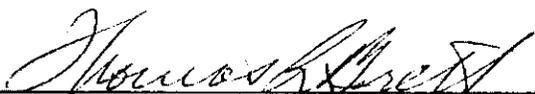
DONALD R. BEIL,)
)
 Plaintiff,)
)
 v.) No. 82-C-708-B
)
 SHELL OIL COMPANY, and)
 SHELL CHEMICAL COMPANY,)
)
 Defendants and,)
 Third-Party Plaintiffs,)
)
 NORDAM, a partnership, and)
 CHEMICAL PRODUCTS, INC.,)
)
 Third-Party Defendants.)

FILED
MARCH 7 1983
Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER

ON THIS 4 day of March, 1983, for good cause shown and by stipulation of the parties, the third-party claims of Shell Oil Company and Shell Chemical Company are dismissed.

Signed this 4 day of March, 1983.



The Honorable Thomas R. Brett
United States District Judge

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

1981, 1982

cb

AGRICO CHEMICAL COMPANY and)
 PROTECTION MUTUAL LIFE)
 INSURANCE COMPANY,)
 Plaintiffs,)

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

vs.)
 GULF OIL CORPORATION and)
 RESCAR, INC.,)
 Defendants.)

No. 79-C-628-E ✓
 (Combined)

JOYCE A. CHRISTIAN,)
 ADMINISTRATRIX OF THE ESTATE)
 OF RONNIE LEE FROST,)
 Plaintiff,)

vs.)
 GULF OIL CORPORATION and)
 RESCAR, INC.)
 Defendants.)

No. 81-C-244-E

DEBRA JEAN AUTRY,)
 Plaintiff,)

vs.)
 GULF OIL CORPORATION, a foreign)
 corporation; RESCAR, INC., a)
 foreign corporation; and TEXAS)
 RAILWAY CAR CORPORATION, a)
 foreign corporation,)
 Defendants.)

No. 81-C-260-E

ORDER OF DISMISSAL WITH PREJUDICE

WHEREAS, the plaintiff, Debra Jean Autry, surviving spouse
 and solé surviving heir-at-law of Harold Jack Autry, deceased,

and the defendants, Gulf Oil Corporation and Rescar, Inc., have stipulated that all questions and issues existing between these parties have been fully and completely disposed of by settlement, and have requested the entrance of an order of dismissal with prejudice.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that Cause No. 81-C-260-E should be and the same is hereby dismissed with prejudice as to Gulf Oil Corporation and Rescar, Inc., and the matter fully, finally and completely disposed of hereby.

DATED this 7th day of March, 1983.



JUDGE OF THE DISTRICT COURT

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

DR. MARJORIE DAVIS,)
)
 Plaintiff,)
)
 vs.)
)
 THE OKLAHOMA COLLEGE OF)
 OSTEOPATHIC MEDICINE AND SURGERY,)
 et al.,)
)
 Defendants.)

Case No. 82-C-772-C ✓

FILED

PT MAR 4 1983
10:00 AM
Clerk

ORDER APPROVING
JOINT STIPULATION FOR DISMISSAL

THIS CAUSE having come before the Court pursuant to a Joint Stipulation for Dismissal, and it appearing to the Court that the parties have mutually agreed to a dismissal of this action, and it further appearing to the Court that such Stipulation should be granted, it is, therefore,

ORDERED, ADJUDGED AND DECREED that the claims of each of the parties against the other should be, and hereby are, DISMISSED WITH PREJUDICE.

IT IS FURTHER ORDERED that each party shall bear its own attorneys' fees and costs incurred in this action.

So ordered this 4th day of March, 1983.

W. Dalebook
UNITED STATES DISTRICT COURT JUDGE

FILED

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

MAR 4 1982

OPAL M. HULSMAN,)
)
Plaintiff,)
vs.)
)
FIBREBOARD COROPORATION, et al))
)
Defendants.)

No. 82-C-648-B

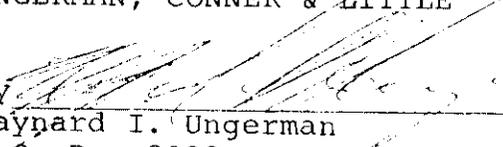
1st C. Dist. Ct.
Tulsa, Oklahoma

STIPULATION OF DISMISSAL

Upon agreement of the Plaintiff and the Defendants, Aeroquip Corporation and Libbey Owens Ford Company, it is stipulated that the Defendants, Aeroquip Corporation and Libbey Owens Ford Company, be dismissed from this lawsuit without prejudice.

It is further agreed and stipulated that, should the Plaintiff reinstate proceedings in this action against either Aeroquip Corporation or Libbey Owens Ford Company, the Defendants waive any and all statute of limitations defenses arising after the original date of filing in this lawsuit and not available to it upon the original date of filing.

UNGERMAN, CONNER & LITTLE

By 
Maynard I. Ungerman
P.O. Box 2099
Tulsa, Oklahoma 74101
(918) 745-0101
Attorneys for Plaintiff


John R. Richards, Attorney
for Aeroquip Corp. and Libbey
Owens Ford Co.
9 E. 4th St., Suite 400
Tulsa, Oklahoma 74103
(918) 584-2583

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAR 4 1983 *Am*

Jack P. Silver Clerk
U.S. District Court

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 DONALD L. BARKER,)
)
 Defendant.)

CIVIL ACTION NO. 83-C-48-C ✓

AGREED JUDGMENT

This matter comes on for consideration this 4th day of March, 1983, the Plaintiff appearing by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Nancy A. Nesbitt, Assistant United States Attorney, and the Defendant, Donald L. Barker, appearing pro se.

The Court, being fully advised and having examined the file herein, finds that the Defendant, Donald L. Barker, was served with Summons and Complaint on January 21, 1983. The Defendant has not filed his Answer but in lieu thereof has agreed that he is indebted to the Plaintiff in the amount alleged in the Complaint and that Judgment may accordingly be entered against him in the amount of \$417.40, plus interest at the legal rate from the date of this Judgment until paid.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover Judgment against the Defendant,

Donald L. Barker, in the amount of \$417.40, plus interest at the legal rate from the date of this Judgment until paid.

W. J. Dalebrook
UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney

Nancy A. Nesbitt
NANCY A. NESBITT
Assistant U.S. Attorney

Donald L. Barker
DONALD L. BARKER

IN ~~THE~~ UNITED STATES DISTRICT COURT ~~FOR~~ ^{MAR-4 1983}
FOR THE NORTHERN DISTRICT OF OKLAHOMA

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

CALVIN S. MATHERLY,)
)
 Plaintiff,)
)
 vs.) No. 81-C-874-BT
)
 THE HOME INSURANCE COMPANY,)
 a foreign insurance company;)
 and LOFFLAND BROTHERS COMPANY,)
 a foreign corporation,)
)
 Defendants.)

JUDGMENT ON VERDICT

Pursuant to the verdict of the jury filed this 24th day of February, 1983, IT IS HEREBY ADJUDGED that the plaintiff, Calvin S. Matherly, have judgment against the defendant, The Home Insurance Company, in the sum of \$125,000.00, with interest at the rate of 8.99% per annum plus the allowable court costs herein. IT IS FURTHER ORDERED the plaintiff is to recover pre-judgment interest on said sum as well as attorney's fees. A hearing on the issue of pre-judgment interest and a reasonable attorney's fee is set for the 15th day of March, 1983, at 1:30 P.M.

IT IS FURTHER ORDERED that the defendant, Loffland Brothers Company is hereby granted judgment on the claims of the plaintiff, Calvin S. Matherly, and the defendant, The Home Insurance Company, and said claimants shall take nothing against said defendant.

IT IS FURTHER ORDERED AND ADJUDGED that the cross-claim of the defendant, Loffland Brothers Company, against The Home Insurance Company, is hereby dismissed.

DATED this ^{4th} day of March, 1983.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

ROBERT SHOUSE,)
)
 Plaintiff,)
)
 vs.)
)
 CITY OF OWASSO, a Municipal)
 corporation; KENNETH THOMPSON)
 and VIC LOMBREGLIA,)
)
 Defendants.)

No. 81-C-491-B

FILED

MAR 5 1983

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

ORDER AFFIRMING THE
FINDINGS AND RECOMMENDATIONS OF THE MAGISTRATE

Plaintiff was employed as the Chief of the Fire Department for the City of Owasso from July 1979 until he was terminated on January 19, 1981 by Kenneth Thompson, City Manager of the City of Owasso. On January 12, 1981, Vic Lombreglia as Director of Public Safety of the City of Owasso (and as plaintiff's immediate superior) recommended to Thompson, the City Manager, that plaintiff be dismissed from his position as fire chief. Pursuant to Section 8-4 of the City Charter, plaintiff requested and was granted a hearing before the Owasso Personnel Board. The Personnel Board found that plaintiff was wrongfully terminated and recommended to Thompson, the City Manager, he be reinstated. Under Section 8-4 of the City Charter, after a recommendation by the Personnel Board, the City Manager has the final decision regarding termination unless the Personnel Board finds the termination was made for a political reason or a reason other than for

the "good of the service."¹ After receiving the recommendation of the Personnel Board, the City Manager again determined plaintiff should be terminated as Fire Chief.

Plaintiff brings this action under 42 U.S.C. §1983, claiming the City Manager's power under the City Charter to "overturn" the Personnel Board's recommendation violates the due process and equal protection clauses of the Fourteenth Amendment. Because of his termination as fire chief plaintiff claims he has been denied his constitutional rights of liberty and property under color of state law.

In his Findings and Recommendations filed on November 3, 1982, the Magistrate found plaintiff had a property interest in his continued public employment. The Magistrate also found Section 8-4 of the City Charter provided plaintiff adequate procedural due process and was not constitutionally inadequate. The

¹ Sec.8-4(c) of the City Charter provides as follows:

"As soon as practicable thereafter, the board shall hold a public hearing on the appeal, or give an adequate opportunity therefor, and shall report in writing its findings and recommendations, in cases of subordinates of the city manager, and in other cases to the respective authorities having power of removal. The city manager or other authority having power of removal shall then make a final decision in writing regarding the appellant's layoff, suspension, demotion, or removal, as the case may be; provided, that, if the board finds that the layoff, suspension, demotion, or removal was made for a political reason or reasons or for any other reason or reasons than the good of the service, it shall veto the layoff, suspension, demotion, or removal, and the action by the city manager or other authority shall be nullified thereby."

Magistrate recommended defendants' motion to dismiss be sustained.²

Plaintiff filed his Objections to the Findings and Recommendations of the Magistrate on November 15, 1982. Plaintiff agrees with the Magistrate's finding that plaintiff had a property interest in his continued employment. Plaintiff, however, objects to the Magistrate's finding that Section 8-4 of the City Charter is constitutionally adequate.

The Court believes the recent opinion of the Tenth Circuit in Rosewitz v. Latting, Nos. 80-2253 and 80-2258, slip opinion filed September 27, 1982, is dispositive of the matter herein.³ In Rosewitz, appellant, Pauline Rosewitz, was terminated from her employment as a mail clerk in the Oklahoma City Treasurer's office by notice received July 12, 1973, effective that day. Appellant had available a five-step grievance procedure for challenging the termination. The five steps consisted

² The Magistrate also recommended that the Alternative Motion of the City of Owasso to Strike should be sustained and that plaintiff be allowed to amend his complaint within 20 days to allege facts to support his claims as to the alleged conspiracy between Thompson, Lombreglia (plaintiff's immediate superior) and others. Plaintiff does not object to these recommendations of the Magistrate, thus, the court does not address them.

³ Plaintiff appears to rely upon Poolaw v. The City of Anadarko, 660 F.2d 459 (10th Cir. 1981) to support his claim that Owasso's grievance procedures are constitutionally inadequate. However, in Poolaw the Circuit Court "express[ed] no opinion on whether the post-termination procedures provided in the Anadarko city charter satisfy the due process requirements of the Fourteenth Amendment..." 660 F.2d at 464. Because the case was reversed and remanded to the district court, that issue was left "to the trial court after full development of the relevant facts." 660 F.2d at 464.

of: 1) discussion with the employee's immediate supervisor; 2) discussion with the employee's division or department head; 3) investigation and recommendation by the Personnel Director; 4) hearing before the Grievance Review Board which makes a recommendation to the City Manager; and 5) a personal interview with the City Manager whose decision is final. Appellant waived the first two steps, and her termination was upheld at the third, fourth and fifth steps. Appellant challenged the grievance procedure as defective under the due process clause of the Fourteenth Amendment. The Tenth Circuit found the five-step grievance procedure constitutionally adequate, saying:

"Once it is determined that plaintiff has a protected property interest, the only question remaining for our consideration is what form procedural due process must take. Essentially, procedural due process requires notice and an opportunity to be heard in a meaningful time and manner. Goldberg v. Kelly, 397 U.S. 254, 267 (1970); Armstrong v. Manzo, 380 U.S. 545, 552 (1965). '[D]ue process is flexible and calls for such procedural protections as the particular situation demands.' Morrissey v. Brewer, 408 U.S. 471, 481 (1972). In determining the form of hearing required, courts must balance three factors: 1) the nature of the individual interest at stake; 2) the risk of erroneous deprivation and the probable value of additional procedural safeguards; and 3) the nature of the governmental interest involved. Mathews v. Eldridge, 424 U.S. 319, 335 (1976)." Rosewitz slip op. at 4.

As in Rosewitz, here plaintiff's "individual interest in employment, while important, does not amount to the 'brutal need' noted in Goldberg v. Kelly, 397 U.S. 254, 261 (1970)..." Slip op. at 5. Plaintiff was given an opportunity to present his version of the case to an impartial board, thus the risk of errone-

ous deprivation was not great. The City of Owasso has important interest in keeping the function of its city government as streamlined as possible which is served by placing the ultimate decision with regard to termination of employment in the hands of one official. This interest would be impeded by requiring any additional procedural safeguards. The Court is impressed by the fact that under Section 8-4, the City Manager does not have complete control over termination of employees. If the Personnel Board finds the termination was made for a political reason or for a reason other than the good of the service, it shall veto the termination and nullify the action of the City Manager. The Owasso grievance procedure thus contains an additional procedural safeguard not found in the Rosewitz grievance procedure.

The Court finds Section 8-4 of the Owasso city charter to be constitutional. The Findings and Recommendations of the Magistrate are affirmed. Plaintiff shall amend his complaint on or before March 25, 1983, to allege facts, if any, to support his claims as to the alleged conspiracy between Lombreglia, Thompson and others.

IT IS SO ORDERED this 3rd day of March, 1983.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

MAR 3 1983

JERO MANUFACTURING CO.,)
an Oklahoma Corporation,)
)
Plaintiff,)

vs.)

Case No. 83-C-20-B

NATIONAL EQUIPMENT CORPORATION,)
a Colorado Corporation,)
)
Defendant.)

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

NOTICE OF DISMISSAL

Comes now the Plaintiff and states that no answer or Motion for Summary Judgment has been filed in this cause and pursuant to Court Rules and Statutes, this cause may be dismissed without stipulation or Court approval.

The Plaintiff further states that all matters on controversy between the parties have been settled, and therefore,

The Plaintiff hereby gives notice of and dismisses this Cause of Action with prejudice.

Samuel P. Manipella
Attorney for Plaintiff
6440 South Lewis
Tulsa, Oklahoma 74136

CERTIFICATE OF MAILING

A true and correct copy of the above and foregoing Notice of Dismissal in the above captioned case has been mailed to Ted R. Bright, Attorney at Law, Suite 1900 First National Bank Building, 621 Seventeenth Street, Denver, Colorado 80293 this ____ day of March, 1983, with proper postage thereon fully prepaid.

Samuel P. Manipella

FILED

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

MAR 3 1983

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

ALYCE M. COOPER)
)
 Plaintiff,)
 v.)
)
 BANNER FINANCE COMPANY)
)
 Defendant.)

No. 82-C-181-B

ORDER OF
DISMISSAL WITH PREJUDICE

Upon consideration of the Stipulation for Dismissal filed herein, it is hereby ordered that the above entitled action shall be, and it is hereby, dismissed with prejudice, each party to bear his own costs.

S/ THOMAS R. BRETT

United States District Court
Judge for the Northern District
of Oklahoma

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

ROBERT SHOUSE,)
)
 Plaintiff,)
)
 vs.)
)
 CITY OF OWASSO, a Municipal)
 corporation; KENNETH THOMPSON)
 and VIC LOMBREGLIA,)
)
 Defendants.)

No. 81-C-491-B

FILED

MAR 3 1983

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

ORDER AFFIRMING THE
FINDINGS AND RECOMMENDATIONS OF THE MAGISTRATE

Plaintiff was employed as the Chief of the Fire Department for the City of Owasso from July 1979 until he was terminated on January 19, 1981 by Kenneth Thompson, City Manager of the City of Owasso. On January 12, 1981, Vic Lombreglia as Director of Public Safety of the City of Owasso (and as plaintiff's immediate superior) recommended to Thompson, the City Manager, that plaintiff be dismissed from his position as fire chief. Pursuant to Section 8-4 of the City Charter, plaintiff requested and was granted a hearing before the Owasso Personnel Board. The Personnel Board found that plaintiff was wrongfully terminated and recommended to Thompson, the City Manager, he be reinstated. Under Section 8-4 of the City Charter, after a recommendation by the Personnel Board, the City Manager has the final decision regarding termination unless the Personnel Board finds the termination was made for a political reason or a reason other than for

the "good of the service."¹ After receiving the recommendation of the Personnel Board, the City Manager again determined plaintiff should be terminated as Fire Chief.

Plaintiff brings this action under 42 U.S.C. §1983, claiming the City Manager's power under the City Charter to "overturn" the Personnel Board's recommendation violates the due process and equal protection clauses of the Fourteenth Amendment. Because of his termination as fire chief plaintiff claims he has been denied his constitutional rights of liberty and property under color of state law.

In his Findings and Recommendations filed on November 3, 1982, the Magistrate found plaintiff had a property interest in his continued public employment. The Magistrate also found Section 8-4 of the City Charter provided plaintiff adequate procedural due process and was not constitutionally inadequate. The

¹ Sec.8-4(c) of the City Charter provides as follows:

"As soon as practicable thereafter, the board shall hold a public hearing on the appeal, or give an adequate opportunity therefor, and shall report in writing its findings and recommendations, in cases of subordinates of the city manager, and in other cases to the respective authorities having power of removal. The city manager or other authority having power of removal shall then make a final decision in writing regarding the appellant's layoff, suspension, demotion, or removal, as the case may be; provided, that, if the board finds that the layoff, suspension, demotion, or removal was made for a political reason or reasons or for any other reason or reasons than the good of the service, it shall veto the layoff, suspension, demotion, or removal, and the action by the city manager or other authority shall be nullified thereby."

Magistrate recommended defendants' motion to dismiss be sustained.²

Plaintiff filed his Objections to the Findings and Recommendations of the Magistrate on November 15, 1982. Plaintiff agrees with the Magistrate's finding that plaintiff had a property interest in his continued employment. Plaintiff, however, objects to the Magistrate's finding that Section 8-4 of the City Charter is constitutionally adequate.

The Court believes the recent opinion of the Tenth Circuit in Rosewitz v. Latting, Nos. 80-2253 and 80-2258, slip opinion filed September 27, 1982, is dispositive of the matter herein.³ In Rosewitz, appellant, Pauline Rosewitz, was terminated from her employment as a mail clerk in the Oklahoma City Treasurer's office by notice received July 12, 1973, effective that day. Appellant had available a five-step grievance procedure for challenging the termination. The five steps consisted

² The Magistrate also recommended that the Alternative Motion of the City of Owasso to Strike should be sustained and that plaintiff be allowed to amend his complaint within 20 days to allege facts to support his claims as to the alleged conspiracy between Thompson, Lombreglia (plaintiff's immediate superior) and others. Plaintiff does not object to these recommendations of the Magistrate, thus, the court does not address them.

³ Plaintiff appears to rely upon Poolaw v. The City of Anadarko, 660 F.2d 459 (10th Cir. 1981) to support his claim that Owasso's grievance procedures are constitutionally inadequate. However, in Poolaw the Circuit Court "express[ed] no opinion on whether the post-termination procedures provided in the Anadarko city charter satisfy the due process requirements of the Fourteenth Amendment..." 660 F.2d at 464. Because the case was reversed and remanded to the district court, that issue was left "to the trial court after full development of the relevant facts." 660 F.2d at 464.

of: 1) discussion with the employee's immediate supervisor; 2) discussion with the employee's division or department head; 3) investigation and recommendation by the Personnel Director; 4) hearing before the Grievance Review Board which makes a recommendation to the City Manager; and 5) a personal interview with the City Manager whose decision is final. Appellant waived the first two steps, and her termination was upheld at the third, fourth and fifth steps. Appellant challenged the grievance procedure as defective under the due process clause of the Fourteenth Amendment. The Tenth Circuit found the five-step grievance procedure constitutionally adequate, saying:

"Once it is determined that plaintiff has a protected property interest, the only question remaining for our consideration is what form procedural due process must take. Essentially, procedural due process requires notice and an opportunity to be heard in a meaningful time and manner. Goldberg v. Kelly, 397 U.S. 254, 267 (1970); Armstrong v. Manzo, 380 U.S. 545, 552 (1965). '[D]ue process is flexible and calls for such procedural protections as the particular situation demands.' Morrissey v. Brewer, 408 U.S. 471, 481 (1972). In determining the form of hearing required, courts must balance three factors: 1) the nature of the individual interest at stake; 2) the risk of erroneous deprivation and the probable value of additional procedural safeguards; and 3) the nature of the governmental interest involved. Mathews v. Eldridge, 424 U.S. 319, 335 (1976)." Rosewitz slip op. at 4.

As in Rosewitz, here plaintiff's "individual interest in employment, while important, does not amount to the 'brutal need' noted in Goldberg v. Kelly, 397 U.S. 254, 261 (1970)..." Slip op. at 5. Plaintiff was given an opportunity to present his version of the case to an impartial board, thus the risk of errone-

ous deprivation was not great. The City of Owasso has important interest in keeping the function of its city government as streamlined as possible which is served by placing the ultimate decision with regard to termination of employment in the hands of one official. This interest would be impeded by requiring any additional procedural safeguards. The Court is impressed by the fact that under Section 8-4, the City Manager does not have complete control over termination of employees. If the Personnel Board finds the termination was made for a political reason or for a reason other than the good of the service, it shall veto the termination and nullify the action of the City Manager. The Owasso grievance procedure thus contains an additional procedural safeguard not found in the Rosewitz grievance procedure.

The Court finds Section 8-4 of the Owasso city charter to be constitutional. The Findings and Recommendations of the Magistrate are affirmed. Plaintiff shall amend his complaint on or before March 25, 1983, to allege facts, if any, to support his claims as to the alleged conspiracy between Lombreglia, Thompson and others.

IT IS SO ORDERED this 3rd day of March, 1983.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

UNITED STATES FIDELITY & GUARANTY CO.,

Plaintiff,

-vs-

LARRY HOOVER, et al.,

Defendants.

FILED

MAR 3 1983

John C. Silver, Clerk

No. 78-C-129-BT

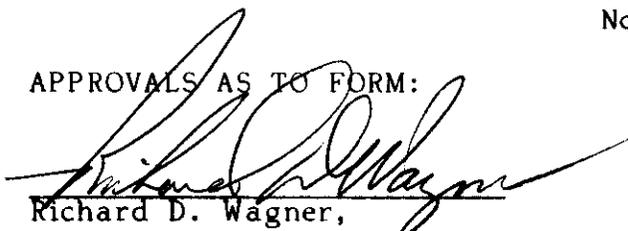
O R D E R

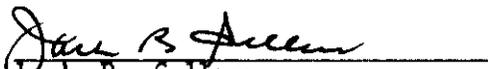
The above cause came on for hearing pursuant to Order of February 2, 1983. Plaintiff's Motion to Reconsider is sustained and the Court orders that the dismissal of the Cross-Claims herein be dismissals with prejudice. Upon this Order becoming final, the Clerk of this Court is ordered to pay the sum ^{\$ 25,000.00} on deposit in the registry of the Court to the Defendants and their attorneys of record herein to apply first to payment of property damage loss of Defendant Hoover, the balance to apply on the State Court judgment in favor of Defendants Miles.

S/ THOMAS R. BRETT

THOMAS R. BRETT, Judge
United States District Court for the Northern District of Oklahoma

APPROVALS AS TO FORM:


Richard D. Wagner,
Attorney for Plaintiff


Jack B. Sellers,
Attorney for Defendants

MHI:slb
2/18/83

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

FILED

OPAL M. HULSMAN,)
)
 Plaintiff,)
)
 vs.)
)
 FIBREBOARD CORPORATION, et al.,)
)
 Defendants.)

MAR 3 1983

NO. 82-C-648-8
Jack C. Silver, Clerk
U. S. DISTRICT COURT

JOURNAL ENTRY OF JUDGMENT

NOW, on this 8th day of February, 1983, this cause comes on to be heard on the Motion for Summary Judgment of Defendant, Fibreboard Corporation. The parties appeared by their respective counsel, and the Court, being fully advised in the premises and on consideration of all the papers filed herein and statements of counsel, finds that the Defendant's Motion for Summary Judgment should be sustained, and the Court finds that Plaintiff has no evidence tending to prove any exposure by the Plaintiff to Defendant's products.

The Plaintiffs further reiterate the position they took on the 8th day of February, 1983, in regard to requesting the Court to adopt the alternative theory of liability and/or enterprise theory of liability per the Abbott v. Sindall case.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment of Defendant, Fibreboard Corporation, be, and the same is, hereby sustained, and judgment entered in favor of Defendant, Fibreboard Corporation, and that Plaintiff take nothing by her Complaint filed herein.

LAW OFFICES

UNGERMAN,
CONNER &
LITTLE

MIDWAY BLDG.
2727 EAST 21 ST.
SUITE 400

P. O. BOX 2099
TULSA, OKLAHOMA
74101

Dated this 3rd day of ~~February~~ ^{March}, 1983.

S/Thomas R. Brett
United States District Judge

APPROVED AS TO FORM AND CONTENT:

Maynard I. Ungerman
Maynard I. Ungerman
Attorney for Plaintiff

Dan Wagner
Dan Wagner
Attorney for Defendant,
Fibreboard Corporation

⋮

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

FILED

PHYLLIS BEDINGFIELD and GROVER)
BEDINGFIELD,)
)
Plaintiffs,)
)
vs.)
)
OFFICER T. C. VAN MATRE, et al.,)
)
Defendants.)

MAR - 5 1983

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

No. 80-C-431-E

JUDGMENT

This action came on for jury trial before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly tried and a decision having been duly rendered by the jury,

IT IS ORDERED AND ADJUDGED that the Plaintiff Phyllis Bedingfield recover of the Defendant T. C. Van Matre the sum of \$225,000.00 with interest thereon at the statutory rate and her costs of action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff, Grover Bedingfield, recover of the Defendant T. C. Van Matre, the sum of \$25,000.00, with interest thereon at the statutory rate and his costs of the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiffs take nothing from the Defendants J. V. Lafayette, John Blackburn and Beverly Blackburn and that the case be dismissed on the merits as to these Defendants.

DATED at Tulsa, Oklahoma this 2^d day of March, 1983.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

MAR - 3 1983

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

GEORGE ROLAND MULVANEY,)
)
 Plaintiff,)
)
 vs.)
)
 RIVAIR FLYING SERVICE, INC.,)
)
 Defendant,)
)
 vs.)
)
 ED DIETLIN, d/b/a DIETLIN AIRCRAFT,)
)
 Third-Party Defendant.)

No. 81-C-85-E

JUDGMENT

This action came on for jury trial before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly tried and a decision having been duly rendered by the jury,

IT IS ORDERED AND ADJUDGED that the Plaintiff take nothing, that the action be dismissed on the merits, and that the Defendant, Rivair Flying Service, Inc. recover of the Plaintiff its costs of action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant, Rivair Flying Service, Inc. take nothing on its third party complaint against Ed Dietlin d/b/a Dietlin Aircraft, and that the third party complaint be dismissed on the merits.

DATED at Tulsa, Oklahoma this 2^d day of March, 1983.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

MAR - 3 1983

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

STAN ORLOSKI, et al.,)
)
Plaintiffs,)
)
vs.)
)
RONALD A. PATTON, et al.,)
)
Defendants.)

No. 79-C-168-E ✓

ORDER MODIFYING THE COURT'S ORDER
OF OCTOBER 28, 1982, AND DISMISSING
THE ACTION WITHOUT PREJUDICE

The Court has before it the special appearance and motion to modify of Defendant First National Bank of Fredonia. The Bank brings to the attention of the Court a statement in its Order of October 28, 1982 in regard to the content of a Rule 23 Notice to be prepared by Plaintiffs, to the effect that "the statute of limitations has been tolled pursuant to the findings of Union Carbide and Carbon Corporation v. Niseley, 300 F.2d 561 (10th Cir. 1962)". The Court wishes to point out that it is the province of the Kansas Court to rule upon any applicable statute of limitations in the action pending before it. It is not the intent of this Court to rule upon any defenses which may be available to Defendants in other actions, and its Order of October 28, 1982 is so modified.

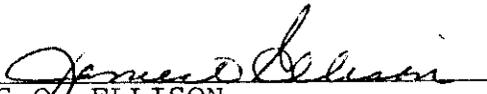
The Court also has before it the Affidavit of Mailing of Plaintiffs indicating full compliance with the Court's order to mail copies of the Notice of Intent to Withdraw Application to Certify as Class Action, and Approval of Notice to each of the persons listed on Exhibit "A" to Plaintiffs' Request for Admissions. Pursuant to the Court's Order of October 28, 1982, this action is dismissed without prejudice.

IT IS THEREFORE ORDERED that the Court's Order of October 28, 1982

is hereby modified to reflect the intent of the Court not to rule upon possible defenses in regard to the statute of limitations available to Defendants in other actions.

IT IS FURTHER ORDERED that this action be, and hereby is, dismissed without prejudice.

ORDERED this 28th day of February, 1983.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

MHI:slb
2/18/83

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

FILED

FRANCES VIRGINIA BROWNING,)
personally and as the representative)
of the heirs of Clarence A. Browning,)
deceased,)

MAR 3 1983

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

Plaintiff,)

NO. 82-C-131-B

vs.)

FIBREBOARD CORPORATION, et al.,)

Defendants.)

JOURNAL ENTRY OF JUDGMENT

NOW, on this 8th day of February, 1983, this cause comes on to be heard on the Motion for Summary Judgment of Defendant, Fibreboard Corporation. The parties appeared by their respective counsel, and the Court, being fully advised in the premises and on consideration of all the papers filed herein and statements of counsel, finds that the Defendant's Motion for Summary Judgment should be sustained, and the Court finds that Plaintiff has no evidence tending to prove any exposure by the Plaintiff to Defendant's products.

The Plaintiffs further reiterate the position they took on the 8th day of February, 1983, in regard to requesting the Court to adopt the alternative theory of liability and/or enterprise theory of liability per the Abbott v. Sindall case.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment of Defendant, Fibreboard Corporation be, and the same is, hereby sustained, and judgment entered in favor of Defendant, Fibreboard Corporation, and that Plaintiff take

LAW OFFICES

UNGERMAN,
CONNER &
LITTLE

MIDWAY BLDG.
2727 EAST 21 ST.
SUITE 400

P. O. BOX 2099
TULSA, OKLAHOMA
74101

nothing by her Complaint filed herein.

Dated this 3rd day of ~~February~~ ^{March}, 1983.

S. Thomas R. Brett
United States District Judge

APPROVED AS TO FORM AND CONTENT:

Maynard I. Ungerman
Maynard I. Ungerman
Attorney for Plaintiff

Dan Wagner
Dan Wagner
Attorney for Defendant,
Fibreboard Corporation

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

FILED

MAR - 3 1983

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

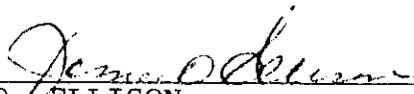
STAN ORLOSKI, et al.,)
)
 Plaintiffs,)
)
 vs.)
)
 RONALD A. PATTON, et al.,)
)
 Defendants.)

No. 79-C-168-E ✓

JUDGMENT

This action came on for hearing on this 1st day of March, 1983, and the issues having been duly heard and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the Plaintiffs take nothing, and that the action be dismissed without prejudice.



JAMES O. BELLISON
UNITED STATES DISTRICT JUDGE

MHI:slb
2/18/83

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

FILED

FRANCES VIRGINIA BROWNING,)
personally and as the representative)
of the heirs of Clarence A. Browning,)
deceased,)

Plaintiff,)

vs.)

FIBREBOARD CORPORATION, et al.,)

Defendants.)

MAR 3 1983

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

NO. 82-C-131-B

JOURNAL ENTRY OF JUDGMENT

NOW, on this 8th day of February, 1983, this cause comes on to be heard on the Motion for Summary Judgment of Defendant, Combustion Engineering, Inc. The parties appeared by their respective counsel, and the Court, being fully advised in the premises and on consideration of all the papers filed herein and statements of counsel, finds that Plaintiff has not received Answers to the Interrogatories submitted to said Defendant, and said Defendant is granted seven days from this date to answer said Interrogatories, and Plaintiff is required thereafter to determine if there be any evidence of identification of Plaintiff's exposure to Defendant's product, and failing such identification, said Defendant's Motion for Summary Judgment should be sustained.

Said Defendant's Answers to Plaintiff's Interrogatories have now been served upon the Plaintiff, the Court finds that said Defendant's Motion for Summary Judgment should be sustained, and the Court finds that Plaintiff has no evidence tending to prove any exposure by the Plaintiff to said Defendant's products. The Plaintiffs further reiterate the position they took on the 8th day

LAW OFFICES
UNGERMAN,
CONNER &
LITTLE

MIDWAY BLDG.
2727 EAST 21 ST.
SUITE 400

P. O. BOX 2099
TULSA, OKLAHOMA
74101

of February, 1983, in regard to requesting the Court to adopt the alternative theory of liability and/or enterprise theory of liability per the Abbott v. Sindall case.

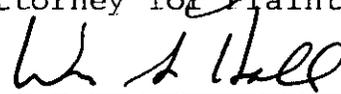
BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment of Defendant, Combustion Engineering, Inc., be, and the same is, hereby sustained, and judgment entered in favor of Defendant, Combustion Engineering, Inc., and that Plaintiff take nothing by her Complaint filed herein.

Dated 3rd day of ^{March} ~~February~~, 1983.

B/Thomas R. Burt
United States District Judge

APPROVED AS TO FORM AND CONTENT:


Maynard I. Ungerman
Attorney for Plaintiff


William S. Hall
Attorney for Defendant,
Combustion Engineering, Inc.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED
MAR 2 1983 *nm*

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 WILLIAM P. HOFFMAN,)
)
 Defendant.)

CIVIL ACTION NO. 83-C-31-C ✓

AGREED JUDGMENT

This matter comes on for consideration this 2nd day of March, 1983, the Plaintiff appearing by Frank Keating, United States Attorney for the Northern District of Oklahoma, through Philard L. Rounds, Jr., Assistant United States Attorney, and the Defendant, William P. Hoffman, appearing pro se.

The Court, being fully advised and having examined the file herein, finds that the Defendant, William P. Hoffman, was served with Summons and Complaint on January 21, 1983. The Defendant has not filed his Answer but in lieu thereof has agreed that he is indebted to the Plaintiff in the amount alleged in the Complaint and that Judgment may accordingly be entered against him in the amount of \$371.20, plus interest at the legal rate from the date of this Judgment until paid.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover Judgment against the Defendant, William P. Hoffman, in the amount of \$371.20, plus interest at the legal rate from the date of this Judgment until paid.

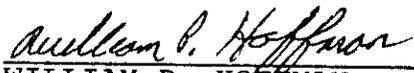

UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney


PHILARD L. ROUNDS, JR.
Assistant U.S. Attorney


WILLIAM P. HOFFMAN

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 RIPPLE BRIGGS, ANNA MAE BRIGGS,)
 AVCO FINANCIAL SERVICES OF)
 OKLAHOMA, INC., BOARD OF COUNTY)
 COMMISSIONERS, Tulsa County,)
 COUNTY TREASURER, Tulsa, County,)
 Oklahoma,)
)
 Defendants.)

CIVIL ACTION NO. 83-C-7-C

FILED

MAR 2 1983

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

O R D E R

For good cause having been shown, it is hereby ordered,
adjudged and decreed that the above-referenced action is hereby
dismissed without prejudice.

Dated this 2nd day of March, 1983.

s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAR 1 1983

U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 PATRICIA LAWRENCE, Administra-)
 trix of the Estate of Bruce)
 Steven Lawrence, a/k/a Steve)
 Lawrence, JOHN R. JACOBS,)
 D. C. CHARLES, FAIRY M. SHAW,)
 STATE OF OKLAHOMA, ex rel.)
 OKLAHOMA TAX COMMISSION,)
 COUNTY TREASURER, Tulsa County)
 Oklahoma, and BOARD OF COUNTY)
 COMMISSIONERS, Tulsa County,)
 Oklahoma,)
)
 Defendants.)

CIVIL ACTION NO. 81-C-730-F

Cover

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 1st day
of ~~February~~ ^{March}, 1983. The Plaintiff appearing by Frank Keating,
United States Attorney for the Northern District of Oklahoma, and
Defendants D. C. Charles and Fairy M. Shaw appearing by their
attorney Charles L. Woodstock; the Defendants, County Treasurer
and Board of County Commissioners of Tulsa County, Oklahoma,
appearing by their attorney David A. Carpenter, Assistant
District Attorney, Tulsa County, Oklahoma; the Defendant, State
of Oklahoma, ex rel. Oklahoma Tax Commission appearing by its
attorneys Donna E. Cox and Joe M. ElKouri; and Defendants
Patricia Lawrence, Administratrix of the Estate of Bruce Steven
Lawrence, a/k/a Steve Lawrence, and John R. Jacobs appearing not.

The Court being fully advised and having examined the
file herein finds that Defendant D. C. Charles was served with

Summons and Complaint on November 20, 1981; that Defendant Fairy M. Shaw was served with Summons and Complaint on November 21, 1981; that Defendant State of Oklahoma, ex rel., Oklahoma Tax Commission, was served with Summons and Complaint on November 23, 1981; that Defendants County Treasurer and Board of County Commissioners of Tulsa County, Oklahoma, were served with Summons and Complaint on November 19, 1981 and November 30, 1981, respectively; and that Defendants Patricia Lawrence, Administratrix of the Estate of Bruce Steven Lawrence, a/k/a Steve Lawrence, and John R. Jacobs were served by Publication as show by Proof of Publication filed herein on July 21, 1982.

It appears that the Defendants D. C. Charles and Fairy M. Shaw duly filed their Answer on January 7, 1982; that Defendant State of Oklahoma, ex rel., Oklahoma Tax Commission, duly filed its Answer on December 9, 1981 and subsequently filed its Disclaimer on July 26, 1982; that Defendants County Treasurer and Board of County Commissioners of Tulsa County, Oklahoma, duly filed their Answers on December 7, 1981; and that Defendants Patricia Lawrence, Administratrix of the Estate of Bruce Steven Lawrence, a/k/a Steve Lawrence, and John R. Jacobs failed to answer and that default was entered by the Clerk of this Court on September 28, 1982.

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

Lot Twenty-Five (25), Block Eighteen (18),
Suburban Hills Addition to the City of

Tulsa, Tulsa County, State of Oklahoma,
according to the recorded Plat thereof.

THAT Bruce Steven Lawrence, a/k/a Steve Lawrence, died intestate on June 8, 1979, at Tulsa, Oklahoma, and that Patricia Lawrence was appointed Administratrix of his estate on November 20, 1980.

THAT on August 1, 1972, Bruce Steven Lawrence a/k/a Steve Lawrence (now deceased) executed and delivered to the Administrator of Veterans Affairs, his successors and assigns, his Mortgage and Mortgage Note in the sum of \$11,750.00 with four and one half percent (4½%) interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that Defendant Patricia Lawrence, Administratrix of the Estate of Bruce Steven Lawrence, a/k/a Steve Lawrence, 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 sum of \$10,173.59 as unpaid principal with interest thereon from March 1, 1981, at the rate of four and one-half percent (4½%) per annum, until paid, plus the costs of this action accrued and accruing.

The Court further finds that Defendant State of Oklahoma, ex rel., Oklahoma Tax Commission disclaimed any and all right, title, or interest in and to the real property which is the subject matter of this proceeding as shown by its Disclaimer filed herein on July 26, 1982.

The Court further finds that there are no taxes now due and owing to Defendants County Treasurer and Board of County Commissioners of Tulsa County, Oklahoma, and that they make no claim to and disclaim any interest in the property, the subject of this action.

The Court further finds that Defendant D. C. Charles is entitled to judgment against Defendant Patricia Lawrence, Administratrix of the Estate of Bruce Steven Lawrence, a/k/a Steve Lawrence, in the amount of \$574.00, but that such judgment is subject to and inferior to the first mortgage lien of the Plaintiff herein.

The Court further finds that Defendant Fairy M. Shaw claims to be the purchaser of the property herein by a Contract for Deed executed by Patricia Lawrence, Administratrix. Said Contract was made a part of her Answer as Exhibit 1. This contract is not a Contract for Deed but is a Receipt and Contract of Sale. Defendant did not appear at the Pre-Trial Hearing on February 4, 1983, and has not furnished this Court with any additional information or documentation supporting her claim. Assuming, however, the authenticity of the Contract For Sale, whatever rights, if any, it bestowed upon Fairy M. Shaw, are subject to and inferior to the first mortgage lien of the Plaintiff herein.

The Court further finds that Defendants Patricia Lawrence, Administratrix of the Estate of Bruce Steven Lawrence, a/k/a Steve Lawrence, and John R. Jacobs are in default because the time for them to answer or otherwise plead has passed and no answer or other pleading has been filed by them.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against Defendant Patricia Lawrence, Administratrix of the Estate of Bruce Steven Lawrence, a/k/a Steve Lawrence, for the principal sum of \$10,173.59 with interest thereon from March 1, 1981, at the rate of four and one-half percent (4½%) per annum, until paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant D. C. Charles have and recover judgment against Defendant Patricia Lawrence, Administratrix of the Estate of Bruce Steven Lawrence, a/k/a Steve Lawrence, in the amount of \$574.00 as of the date of this judgment, but that such judgment is subject to and inferior to the first mortgage lien of the Plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant John R. Jacobs is in default because no answer was timely filed and the interest if any, of John R. Jacobs is subject to and inferior to the first mortgage lien of the Plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the interest, if any, of Defendant Fairy M. Shaw is subject to and inferior to the first mortgage lien of the Plaintiff herein.

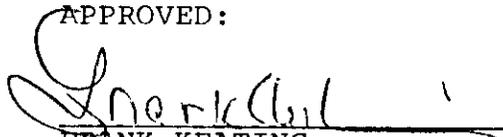
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the mortgage and lien of the Plaintiff herein be adjudged foreclosed and that upon the failure of Defendant Patricia Lawrence,

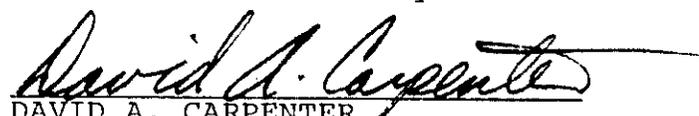
Administratrix of the Estate of Bruce Steven Lawrence, a/k/a Steve Lawrence, to satisfy Plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisal, the real property and apply the proceeds 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.

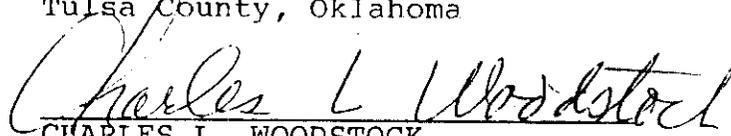
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint herein are forever barred and foreclosed of any right, title, interest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


UNITED STATES DISTRICT JUDGE

APPROVED:


FRANK KEATING
United States Attorney


DAVID A. CARPENTER
Assistant District Attorney
Attorney for Defendants
County Treasurer and Board
of County Commissioners,
Tulsa County, Oklahoma


CHARLES L. WOODSTOCK
Attorney for Defendants
Fairy, M. Shaw and D. C. Charles

FILED

MAR 1 1983

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

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

JOHN R. BORROR,)

Defendant.)

CIVIL ACTION NO. 81-C-828-E

NOTICE OF DISMISSAL

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

Dated this 1st day of March, 1983.

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney

Nancy A. Nesbitt

NANCY A. NESBITT
Assistant United States Attorney

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing pleading was served on each of the parties herein by mailing the same to them on this 1st day of March, 1983.

Nancy A. Nesbitt
Assistant United States Attorney

FILED

MAR 1 1983

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

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	CIVIL ACTION NO. 83-C-68-E
)	
GORDON G. LOWERY,)	
)	
Defendant.)	

NOTICE OF DISMISSAL

COMES NOW the United States of America by Frank Keating, United States Attorney for the Northern District of Oklahoma, Plaintiff herein, through Philard L. Rounds, Jr., Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 1st day of March, 1982.

UNITED STATES OF AMERICA

FRANK KEATING
United States Attorney

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CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the 1st day of March, 1982

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