

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

WILLIAM L. SPENCER,)
)
 Plaintiff,)
)
 v.)
)
 CHEMLINK PETROLEUM, INC., a)
 subsidiary of Atlantic Rich-)
 field, a Delaware corporation,)
 and OIL CHEMICAL AND ATOMIC)
 WORKERS INTERNATIONAL UNION,)
 an unincorporated association,)
)
 Defendants.)

No. 87-C-1003-B

FILED

MAY 13 1988

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

J U D G M E N T

In accordance with the Order filed this date, Judgment is hereby awarded Oil, Chemical and Atomic Workers International Union against Plaintiff, William L. Spencer.

DATED this 12 day of May, 1988.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

MAY 13 1988

JUDITH L. GIBSON, CLERK
U.S. DISTRICT COURT

L. JEAN SMITH,

Plaintiff,

vs.

HILLCREST MEDICAL CENTER,
an Oklahoma corporation,

Defendants.

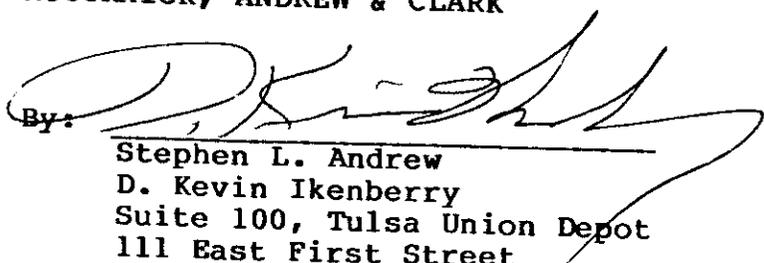
Case No. 87-C-685-B

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

The plaintiff, L. Jean Smith, and the defendant, Hillcrest Medical Center, advise the court of a settlement agreement between the parties and pursuant to Rule 41(a)(1)(ii), Fed. R. Civ. P., jointly stipulate that the plaintiff's action against the defendant, Hillcrest Medical Center, be dismissed with prejudice, the parties to bear their respective costs, including all attorney's fees and expenses of this litigation.

Dated this 12th day of ~~March~~ ^{MAY}, 1988.

MCCORMICK, ANDREW & CLARK

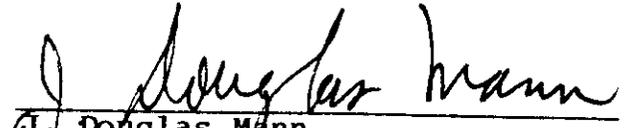
By: 

Stephen L. Andrew
D. Kevin Ikenberry
Suite 100, Tulsa Union Depot
111 East First Street
Tulsa, OK 74103

Attorneys for Plaintiff,
L. Jean Smith

ROSENSTEIN, FIST & RINGOLD

By:



J. Douglas Mann
525 South Main, Suite 300
Tulsa, OK 74103

Attorneys for Defendant,
Hillcrest Medical Center

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

FEDERAL DEPOSIT INSURANCE
CORPORATION,

Plaintiff,

vs.

THORN HUFFMAN,

Defendant.

)
)
)
)
)
)
)
)
)
)
)

87-C-688-B

FILED

MAY 13 1988

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

ADMINISTRATIVE CLOSING ORDER

The Defendant having filed its petition in bankruptcy and these proceedings being stayed thereby, it is hereby ordered that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation or order, or for any other purpose required to obtain a final determination of the litigation.

IF, within 60 days of a final adjudication of the bankruptcy proceedings, the parties have not reopened for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

IT IS SO ORDERED this 13th day of MAY, 19⁸⁸.


UNITED STATES DISTRICT JUDGE
THOMAS R. BRETT

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

FILED

MAY 13 1986

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

MARILYN BRIGGS,
Plaintiff,

vs.

INTERNATIONAL PLAYTEX, INC.,
Defendant.

Case No. 86-C-540-E

STIPULATION FOR DISMISSAL

The parties hereto, by and through their respective counsel of record, hereby stipulate and agree that the above-captioned matter shall be dismissed with prejudice against defendant, with each party to bear their own costs.

MICHAUD & HUTTON



Mark B. Hutton

Post Office Box 782110
Wichita, Kansas 67278-2110
(316) 686-3404

and



Roland V. Funk

324 South Main Street
Suite 800
Tulsa, Oklahoma 74103
(918) 585-8522

ATTORNEYS FOR PLAINTIFF

MONNET, HAYES, BULLIS, THOMPSON
& EDWARDS

By Randall A. Breshears
Randall A. Breshears

1719 First National Center West
Oklahoma City, Oklahoma 73102
(405) 232-5481

and

BAKER & STERCHI

R. Douglas Gentile
Thomas N. Sterchi
Mary-Michael Kelly
R. Douglas Gentile

2100 Commerce Tower
Post Office Box 13566
Kansas City, Missouri 64199-3566
(816)471-2121

ATTORNEYS FOR DEFENDANT
PLAYTEX FAMILY PRODUCTS, INC.

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing was mailed, postage prepaid, this _____ day of _____, 1988 to: Roland V. Funk, Esq., 324 South Main Street, Suite 800, Tulsa, Oklahoma 74103; and to Mark B. Hutton, Esq., MICHAUD & HUTTON, Post Office Box 782110, Wichita, Kansas 67278-2110, Attorneys for Plaintiff.

Randall A. Breshears

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 13 1989

BARBARA MAHER,)
)
 Plaintiff,)
)
 vs.)
)
 ST. JOHN MEDICAL CENTER,)
 INC., an Oklahoma)
 Corporation,)
)
 Defendant.)

No. 88-C-227-B

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

ORDER OF DISMISSAL WITH PREJUDICE

This matter comes before the Court on the Joint Stipulation of Dismissal with Prejudice of the parties. The parties represent to the Court that they have entered into an agreement for an order of dismissal in this matter.

IT IS THEREFORE ORDERED that this matter is dismissed with prejudice. Each party shall bear its own attorneys' fees and costs.

(Signature)

Thomas R. Brett
District Judge for the
Northern District of Oklahoma

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

OVID L. PATTERSON and NORMA J.
PATTERSON,

Plaintiffs,

vs.

NICOLET INDUSTRIES, INC., et al

Defendants.

Case No. 85-C-909-B

FILED

MAY 13 1988

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

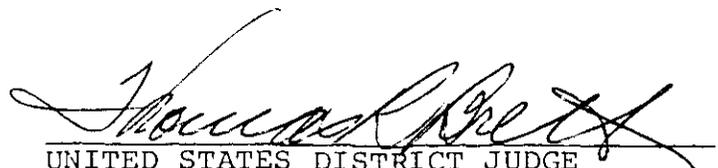
ADMINISTRATIVE CLOSING ORDER

NICOLET INDUSTRIES, INC.

The DEFENDANT /having filed its petition in bankruptcy and these proceeding being stayed thereby, it is hereby ordered that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation or order, or for any other prupose required to obtain a final determination of the litigation.

IF, within 60 days of a final adjudication of the bankruptcy proceedings, the parties have not reopened for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

IT IS SO ORDERED this 13th day of MAY, 1988.


UNITED STATES DISTRICT JUDGE
THOMAS R. BRETT

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

HOWARD CRAGER,)
Individually and as Successor,)
in Interest to Crager Ford)
Tractor Company, a dissolved)
Oklahoma corporation,)

Plaintiff,)

vs.)

No. CIV-87-C-78-C

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

Defendants.)

FILED

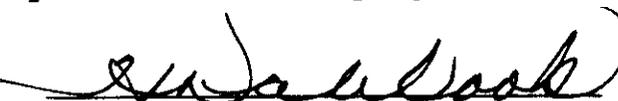
JAN 12 1988

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

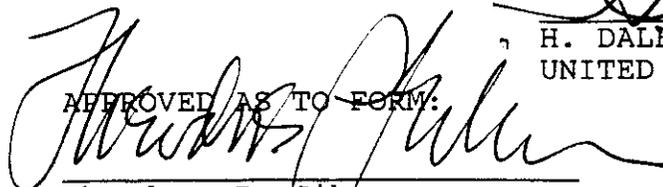
ORDER OF DISMISSAL

UPON CONSIDERATION of the Stipulation of Settlement between Plaintiff, Howard Crager, and Defendants, Ford Motor Company, a corporation and Ford Motor Credit Company, a corporation, it is by the Court this 11th day of December, 1987,

ORDERED AND ADJUDGED that the Complaint of Plaintiff, Howard Crager, against Defendants, Ford Motor Company, a corporation, and Ford Motor Credit Company, a corporation, be and the same is hereby dismissed with prejudice.

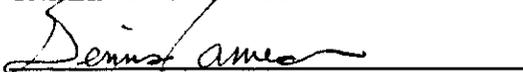

H. DALE COOK,
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:



Theodore P. Gibson,
Attorney for Plaintiff

GABLE & GOTWALS


Dennis Cameron
Attorneys for Defendants

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

FILED

MAY 13 1988

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

FEDERAL DEPOSIT INSURANCE)
CORPORATION, in its corporate)
capacity,)
)
Plaintiff,)
)
vs.)
)
W. F. MARTIN, an individual,)
)
)
Defendant and)
Counter-Plaintiff,)
)
STEPHEN C. SIMS, an individual,)
and FEDERAL DEPOSIT INSURANCE)
CORPORATION, as Receiver for)
First National Bank of Sapulpa,)
a national banking corporation,)
)
Counter-Defendants.)

Case No. 87-C-244-B

ORDER AND JUDGMENT

Now before the Court for its consideration is the Application of Plaintiff Federal Deposit Insurance Corporation, in its corporate capacity ("FDIC"), for Attorney Fees, said Application filed herein on January 11, 1988. On May 10, 1988, the parties filed their "Stipulation of Counsel Regarding Attorney Fees." This Stipulation established the amount of reasonable and necessary attorney's fees to which FDIC is entitled to be the amount of \$4,160.22, which sum represents fifteen percent (15%) of the judgment entered by this Court on December 29, 1987, in this action, in favor of FDIC, in the amount of \$27,734.80, excluding post-judgment interest.

The Court finds FDIC's Application for Attorney Fees should be and hereby is granted in the amount of \$4,160.22.

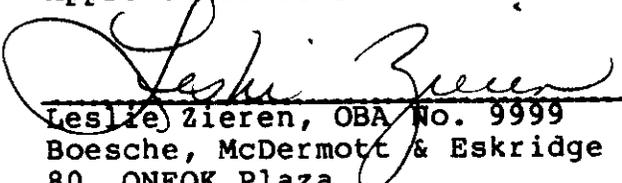
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment for attorney fees in favor of Plaintiff Federal Deposit Insurance Corporation, in its corporate capacity, and against Defendant W. F. Martin, is hereby entered in the amount of \$4,160.22.

IT IS SO ORDERED this 13th day of May, 1988.

THOMAS R. BRETT

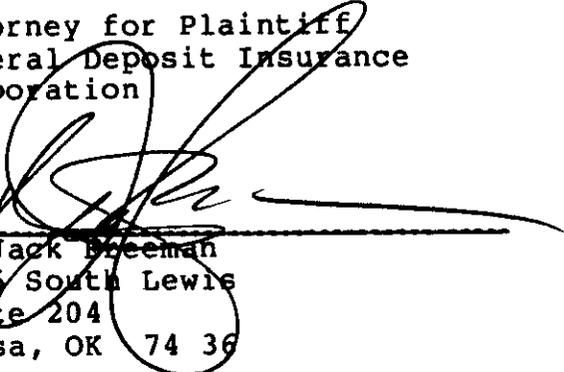
Thomas R. Brett
United States District Judge

Approved as to Form:



Leslie Zieren, OBA No. 9999
Boesche, McDermott & Eskridge
80 ONEOK Plaza
100 West Fifth Street
Tulsa, OK 74103
(918) 583-1777

Attorney for Plaintiff
Federal Deposit Insurance
Corporation



R. Jack Freeman
7335 South Lewis
Suite 204
Tulsa, OK 7436

Attorney for Defendant
W. F. Martin

RJG/pr

05/04/88

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

FILED

MAY 12 1988

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

AMERICAN STORES PROPERTIES,
INC.,

Plaintiff,

vs.

M. H. COLEMAN d/b/a RAINBOW
HOMES, C. W. WILKINSON d/b/a
RAINBOW HOMES and RAINBOW
PARK BUILDING CO., an
Oklahoma general partnership,

Defendants.

No. 87-C-691-B

O R D E R

On this 11 day of May, 1988, this matter comes on for hearing upon the Application for Mutual Dismissals with Prejudice filed jointly by plaintiff and defendants, this Court having been apprised of the agreement of all parties involved in this case, hereby finds as follows:

IT IS THEREFORE ORDERED that the plaintiff's claims against each and all of the defendants are hereby dismissed with prejudice; and, the defendants' cross-claims against the plaintiff are hereby dismissed with prejudice.

S/ THOMAS R. BRETT

THOMAS R. BRETT
U.S. District Judge

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

FILED

MAY 12 1988

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

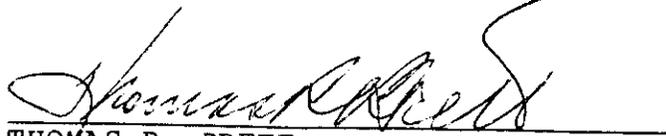
OLD REPUBLIC INSURANCE COMPANY,)
)
Plaintiff,)
)
v.)
)
LEE KEELING & ASSOCIATES, INC.,)
an Oklahoma corporation,)
)
Defendant.)

No. 87-C-681-B

O R D E R

This matter comes before the Court on certain objections made to the Report and Recommendation of United States Magistrate Jeffrey S. Wolfe concerning discovery disputes in litigation pending before the Northern District of Illinois. All parties have informed the Court that the pending case in the United States District Court for the Northern District of Illinois was settled and that all pending motions herein are moot. The Court therefore dismisses this matter pursuant to Fed.R.Civ.P. 41(a)(2).

IT IS SO ORDERED, this 11th day of May, 1988.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

JIM WELSH REAL ESTATE CO.,)
)
Plaintiff,)
)
v.)
)
FINA OIL & CHEMICAL CO.,)
)
Defendant.)

No. 87-C-606-B

MAY 12 1988
Jack C. Silver, Clerk
U. S. DISTRICT COURT

O R D E R

This matter comes before the Court on the Defendant Fina Oil & Chemical Co.'s timely application for attorney fees pursuant to 12 Okl.St. Ann. §936. For the reasons set forth below, the motion is granted.

Defendant Fina Oil & Chemical Co. was granted summary judgment in this lawsuit brought by the Plaintiff for breach of an alleged oral contract. Plaintiff's Complaint alleged that the Defendant had engaged its services as a real estate broker for procuring a buyer for certain Tulsa, Oklahoma area service station properties. The Defendant moved for summary judgment on the entire case and the Plaintiff failed to respond to the motion as required by the rules of the Court. Likewise, the Plaintiff has failed to respond to the Defendant's application for attorney fees in the time prescribed in Rule 14 of the Local Rules for the United States District Court for the Northern District of Oklahoma. Rule 14 (b) provides that failure to respond and take issue with matters raised in a motion or application are deemed confessed. The Court therefore finds that the timely filed

application for attorney fees and the affidavit in support of the attorney fees is deemed confessed and grants judgment in favor of the Defendant and against the Plaintiff in the amount of \$10,441.00.

A Judgment is entered contemporaneous with this Order.

DATED this 11th day of May, 1988.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

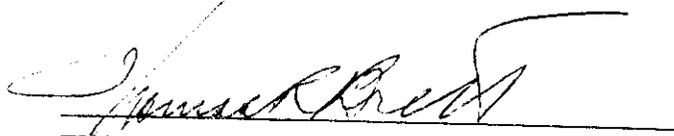
JIM WELSH REAL ESTATE CO.,)
)
 Plaintiff,)
)
 v.) No. 87-C-606-B
)
 FINA OIL & CHEMICAL CO.,)
)
 Defendant.)

FILED
MAY 12 1988
Jack C. Silver, Clerk
U. S. DISTRICT COURT

J U D G M E N T

In accord with the Order filed this date granting the Defendant's application for attorney fees, the Court hereby enters judgment in favor of the Defendant, Fina Oil & Chemical Co., and against the Plaintiff, Jim Welsh Real Estate Co., in the amount of Ten Thousand Four Hundred Forty One and No/100 Dollars (\$10,441.00), with post-judgment interest to run at the rate of 7.20% per annum.

ENTERED this 11th day of May, 1988.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

WINONA KAY BLAIR,)
)
 Plaintiff,))
)
 v.))
))
 INTER-TRIBAL COUNCIL, INC., an)
 Oklahoma corporation, and)
 CHIEF GEORGE J. CAPTAIN,)
)
 Defendants.)

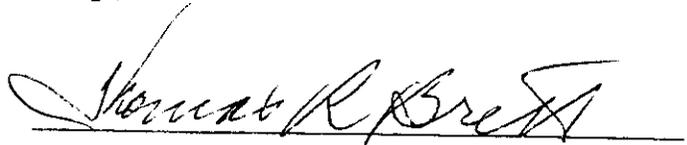
No. 87-C-711-B

FILED
MAY 12 1988
Jack C. Silver, Clerk
U. S. DISTRICT COURT

J U D G M E N T

In accordance with the Order filed May 9, 1988 granting summary judgment in favor of Defendants, Inter-Tribal Council, Inc., an Oklahoma corporation, and Chief George J. Captain, Judgment is hereby entered in favor of said Defendants and against the Plaintiff, Winona Kay Blair.

ENTERED this 11th day of May, 1988.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

MAY 12 1988

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

MYRTLE V. MORGAN,)
)
Plaintiff,)
)
v.)
)
BILLY JAKE MYERS, d/b/a)
RHINELAND AGRI-SHIPPERS,)
d/b/a MYERS GRAIN AND)
FERTILIZER,)
)
Defendants.)

No. 87-C-644-B

ORDER

This matter comes before the Court on the Motion To Dismiss of Defendant New Mexico Property Casualty Insurance Guaranty Fund ("Fund"). For the reasons set forth, the motion is granted.

The Defendant Fund seeks to dismiss this case on the grounds that the Plaintiff has failed to assert any minimum contacts between the Fund and the State of Oklahoma which would allow the Court to assert jurisdiction over the Fund. Defendant also asserts that the Plaintiff does not have a proper claim as defined by the New Mexico "Property and Casualty Insurance Guaranty Law" and further that the Fund is immune from suit under New Mexico law. The Plaintiff's response brief extensively briefs the alleged unconstitutionality of the New Mexico statute establishing the New Mexico Property Casualty Guaranty Fund. See, N.M.S.A. 59 A-43-16 (1984). Plaintiff has wholly failed to take issue with the Defendant's claim in its motion to dismiss that no in personam jurisdiction exists. Plaintiff's Amended

Complaint at paragraph 11 states only that the Fund is responsible for payments of judgments that might be rendered in the future and that the Fund is a necessary party here for a complete adjudication of this matter. The Amended Complaint does not assert any basis of jurisdiction over the Defendant Fund. Therefore, the Court finds that the Plaintiff has failed to properly allege jurisdiction over the Defendant Fund and further that the Plaintiff has failed to take issue with the Defendant's claim that no jurisdiction exists. The Court deems that such failure constitutes confession of the jurisdiction issue raised by the Defendant. See Rule 14(b), Rules of the United States District Court for the Northern District of Oklahoma.

In view of the dismissal on the jurisdiction grounds, the Court will not address the issues raised concerning the constitutionality of the New Mexico statutes or the immunity defense.

IT IS SO ORDERED, this 11th day of May, 1988.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

BENNIE D. SMITH, et al.,
Plaintiffs,

vs.

FEDERAL EMERGENCY MANAGEMENT
AGENCY,
Defendant.

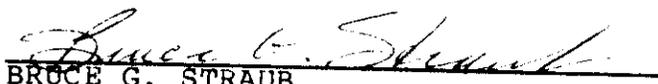
Civil Action No. 87-C-330-E

FILED
MAY 11 1988
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW the Plaintiffs, Bennie D. Smith, individually and as administrator of the estate of Betty J. Smith, deceased, by and through his attorney, Bruce G. Straub, and the Defendant, Federal Emergency Management Agency, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure stipulate that the Plaintiffs' Complaint in this action should be dismissed with prejudice to the refiling of the same.

Respectfully submitted,



BRUCE G. STRAUB
Robert E. Parker and Associates
2431 East 61st Street, Suite 100
Tulsa, Oklahoma 74136
(918) 745-0792

Attorney for Plaintiff



PHIL PINNELL
Assistant United States Attorney
3600 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

Attorney for Defendant

?FP.13

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OKLAHOMA

MAY 11 1968
JACK L. BROWN, CLERK
U.S. DISTRICT COURT

ROSA SNOW and JERRY SNOW,
Plaintiffs,

v.

CONSOLIDATED CAPITOL,
a California Corporation,
and JOHNSTOWN PROPERTIES,
a Georgia Corporation,

Defendants.

No. 87-C-170-E

Notice of

DISMISSAL WITH PREJUDICE

COME NOW the Plaintiffs and dismiss their cause of action
against the Defendants, Consolidated Capitol and Johnstown
Properties, with prejudice.

CARR & CARR

Attorneys for Plaintiff

By

Howard S. Miller, OBA #6210
4520 South Harvard, Suite 135
Tulsa, Oklahoma 74135
(918) 747-7207

CERTIFICATE OF MAILING

I, Howard S. Miller, hereby certify that on the ___ day of
_____, 198___, I mailed a true and correct copy of
the above and foregoing Instrument to: Mr. Martin Hart, P.O. Box
2619, Tulsa, OK 74101-2619 by first class mail with proper
postage thereon fully prepaid.

Howard S. Miller

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

HERMAN G. DEERE,

Plaintiff,

vs.

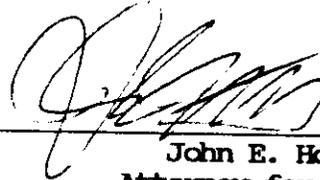
UNIT RIG & EQUIPMENT COMPANY, a
Texas corporation,

Defendant.

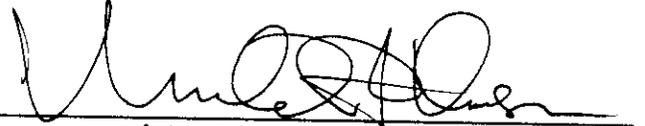
Case No. 86-C-1164C

STIPULATION FOR ORDER OF DISMISSAL WITH PREJUDICE

COME NOW the party litigants, by and through their respective attorneys of record, and hereby stipulate and agree that the above-styled and numbered cause of action has been fully compromised and settled. Therefore, both Plaintiff and Defendant agree and request that this Court enter an Order of Dismissal With Prejudice.



John E. Howland
Attorney for Plaintiff



Michael P. Atkinson
Attorney for Defendant

COPY

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

ALCO BATTERY COMPANY, INC., A Corporation,
Plaintiff,

-vs-

ANCO BATTERY COMPANY, A Corporation,
Defendant.

Case No. CIV-88-00001-E

FILED

MAY 11 1988

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

JUDGMENT

Pursuant to the Stipulation filed in the captioned case the court finds the Plaintiff is entitled to judgment and grants the Plaintiff the relief prayed for in its Complaint against the Defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, Alco Battery Company, have and recover a judgment against the Defendant, Anco Battery Company, in the principal amount of One Hundred Seventeen Thousand One Hundred Nine Dollars and 90/100 (\$117,109.90) with interest at the rate of 7.20% per annum from the date of judgment, a reasonable attorney fee of \$2,000.00 and the costs of the action.

Dated this 11th day of May, 1988.

s/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED:
UNGERMAN, CONNER & LITTLE

APPROVED:
FRASIER & FRASIER

JAMES M. LITTLE #5465
P.O. Box 26568
Oklahoma City, OK 73126-0568
Phone: (405) 235-1404
ATTORNEYS FOR PLAINTIFF

GARY BRASEL #1080
P.O. Box 799
Tulsa, OK 74101
Phone: (918) 584-74101
ATTORNEYS FOR DEFENDANT

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

ISAAC B. WALKER,
Plaintiff,

v.

DOWELL SCHLUMBERGER,
INCORPORATED,
Defendant.

Case 87-C-980-E

FILED

MAY 11 1988

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

ORDER OF DISMISSAL

This cause having come before this Court on the Joint Application for Dismissal with Prejudice of the parties, and this Court being fully advised in the premises, and the parties having stipulated and the Court having found that the parties have reached a private settlement of the individual claims of Plaintiff, and that such claims should be dismissed with prejudice, it is, therefore,

ORDERED, ADJUDGED AND DECREED that the Complaint of Plaintiff, together with any causes of action asserted therein, be and hereby are dismissed with prejudice, with each party to bear its own costs.

So Ordered this 11 day of May, 1988.

S/ JAMES O. ELLISON

United States District Judge

APPROVED AS TO FORM AND CONTENT:

[Signature]
Attorney for Plaintiff

[Signature]
Attorney for Defendant

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

HOWARD CRAGER

Plaintiff(s),

vs.

No. 87-C-78-C

FORD MOTOR CO., ET. AL.

Defendant(s).

FILED

MAY 11 1988

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

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 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 11th day of May, 1988.

W. S. Lee
UNITED STATES DISTRICT JUDGE

FILED

MAY 11 1988

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

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

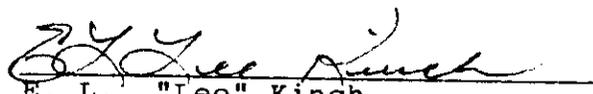
BOBBY A. MCDONALD,)	
)	
Plaintiff,)	
)	
v.)	No. 87-C-763-B
)	
KANSAS CITY SOUTHERN RAILWAY COMPANY,)	
)	
Defendants.)	

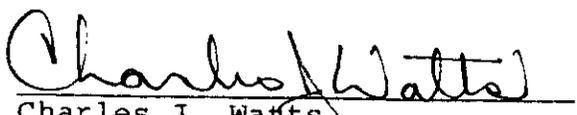
ORDER OF DISMISSAL WITH PREJUDICE

Now, on this 10th day of May 1988, pursuant to the Stipulation of Dismissal with Prejudice jointly filed herein by the parties, it is **ORDERED, ADJUDGED, and DECREED**, that this matter be and is hereby dismissed with prejudice to the filing of any future lawsuit based on the same or related causes of action.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED AND AGREED TO:


E. L. "Lee" Kinch
Attorney for Plaintiff


Charles J. Watts
Attorney for Defendant

IN THE UNITED STATES COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 11 1988

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

BETTY J. CAGLE, et al.,)
)
Plaintiffs,)
)
vs.)
)
ROGERS STATE COLLEGE, et al.,)
)
Defendants.)

No. 85-C-1099-E

ORDER OF DISMISSAL

NOW on this 11 day of May, 1988, there comes on for consideration the Joint Stipulation of Dismissal concerning defendant Jerry Lee Lyons, and for good cause shown,

IT IS HEREBY ORDERED that all claims against defendant Jerry Lee Lyons, individually, be, and they are hereby, dismissed from this lawsuit, with prejudice, with each party to bear its own costs and attorney's fees.

S/ JAMES O. ELLISON
United States District Judge

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

HOLD OIL CORPORATION,
a Florida Corporation,

PLAINTIFF,

v.

ARKANSAS LOUISIANA GAS
COMPANY and ARKLA, INC.,
Successor in Interest to
ARKANSAS LOUISIANA GAS
COMPANY, a Delaware
Corporation,

DEFENDANTS.

CASE NO. 86-C-532-E

FILED

MAY 11 1988

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

ORDER DISMISSING ALL CLAIMS

The Court has before it for consideration the Joint Motion of all parties hereto for an order dismissing with prejudice all claims and causes of action asserted by and between them.

FINDING that good cause exists for the granting of that Motion, it is hereby ORDERED that all claims and causes of action asserted by and between Hold Oil Corporation, Arkla, Inc., Hold Oil 1980 Oil and Gas Limited Partnership, Hold Oil 1981 Oil and Gas Limited Partnership, Hold Oil 1982 Oil and

Gas Limited Partnership, Hold Oil Private Drilling Partnership No. 1982 B-1, Hold Oil Corp. Private Drilling Partnership No. 82 C-1 and Hold Oil Corp. Private Drilling Partnership No. 82 D-1, in this case are hereby dismissed with prejudice, with each of those parties to bear its own costs and attorney fees incurred herein.

IT IS SO ORDERED this 10th day of May, 1988.

~~S/ JAMES O. ELLISON~~
THE HONORABLE JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FARMERS INSURANCE COMPANY, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 ALICE M. SPEARS, Administratrix)
 of the Estate of MARTY F.)
 SPEARS, Deceased and)
 KENNETH SPEARS, SR.,)
)
 Defendants.)

F I L E D

MAY 11 1988

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

No: 87-C-664-C

JUDGMENT DISMISSING ACTION BY
REASON OF SETTLEMENT

The Court has been advised by counsel that this action, including all cross claims, counter claims and third-party claims, 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 as to all claims is dismissed without prejudice. The Court retains complete jurisdiction to vacate this Order and to re-open the action upon cause shown 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 10th day of May, 1988.

(Signed) H. Dale Cook

HONORABLE H. DALE COOK,
U.S. District Judge

APPROVED AS TO FORM AND CONTENT:

A. Mark Smiling

RAY H. WILBURN
A. MARK SMILING,
Attorneys for Plaintiff

Jefferson D. Sellers

JACK B. SELLERS
JEFFERSON D. SELLERS,
Attorneys for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAY 11 1988

JAMES H. WATSON, CLERK
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
BETTY L. ETTER,)
)
Defendant.)

CIVIL ACTION NO. 88-C-315-E

APPLICATION FOR
ENTRY OF DEFAULT JUDGMENT

COMES NOW the Plaintiff by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, and would show that Defendant, Betty L. Etter, acknowledged receipt of Summons and Complaint on April 14, 1988. The time within which the Defendant could have answered or otherwise moved has expired and has not been extended. The Defendant, Betty L. Etter, has not answered or otherwise moved and default has therefore been duly entered.

The Plaintiff, United States of America, would further show that the Defendant is indebted to it for the amounts shown in the accompanying Declaration, and that Plaintiff is entitled to judgment in those amounts as a matter of law.

WHEREFORE, Plaintiff prays that the Court enter default judgment against the Defendant, Betty L. Etter,

pursuant to Rule 55(b)(2) of the Rules of Civil Procedure for the amounts shown in the accompanying Declaration, and the costs of this action.

UNITED STATES OF AMERICA

TONY M. GRAHAM
United States Attorney

A handwritten signature in cursive script that reads "Nancy Nesbitt Blevins". The signature is written in black ink and is positioned above the typed name.

NANCY NESBITT BLEVINS
Assistant United States Attorney
3600 United States Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

NNB:do

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

IRENE STEEN DARBY, as personal)
representative of the Estate of)
Michael Joe Darby, Deceased)
and individually, as guardian and)
best friend of Jennifer Lee Darby,)
Plaintiff,)
v.)
ED DIETLIN, d/b/a DIETLIN)
AIRCRAFT ENGINES,)
Defendant.)

F I L E D
MAY 11 1988
Jack C. Silver, Clerk
U. S. DISTRICT COURT

Case No. 87-C590-B

ORDER OF DISMISSAL

Now on this 10th day of May, 1988 the Trial Court considered the Plaintiffs Application for Dismissal in the above entitled matter without prejudice and pursuant to the payment made in settlement of attorney fees the Court finds and orders the above case to be dismissed without prejudice.

S/ THOMAS R. BRETT

Thomas R. Brett
United States District Judge

If by July 11, 1988, the parties have not reopened the proceedings for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

IT IS SO ORDERED this 10 day of May, 1988.

S/ THOMAS R. BREIT

UNITED STATES DISTRICT JUDGE

that as a result of Newton's default in the performance of the terms and conditions of said promissory note, there is due to the Plaintiff from the Defendant William E. Newton the principal amount of \$16,036.96, and accrued interest through May 1, 1987, and interest accruing thereafter at the rate of fifteen percent (15%) per annum until paid in full, plus the costs of this action.

The Court FURTHER FINDS that Plaintiff has a good and valid first lien superior to the interests and claims of all others on the real estate and premises described by virtue of the mortgage executed by Defendant William E. Newton and recorded on the 9th day of May, 1985, and in Book 4861 at Page 1225 in the records of the County Clerk of Tulsa County, State of Oklahoma, which mortgage was assigned by Johnson to Plaintiff by virtue of an Assignment of Real Estate Mortgage recorded in Book 4861 at Page 1226 on the 9th day of May, 1985 in the records of the County Clerk of Tulsa County, State of Oklahoma which mortgage secures the above-described indebtedness.

The Court FURTHER FINDS that the real estate which is subject to the above-described lien, as described in Newton's mortgage herein sued upon, is situated in Tulsa County, Oklahoma, and is more particularly described as follows, to-wit:

Lots Three (3) and Four (4), Block Five (5),
DOCTOR CARVER ADDITION to the City of Tulsa,
Tulsa County, State of Oklahoma, according to
the recorded Plat thereof.

The Court FURTHER FINDS that the mortgage of the Plaintiff should be foreclosed and the real estate described above sold

according to law, to satisfy the indebtedness hereinabove set forth, that the proceeds of such sale, after payment of the costs of the sale, should be distributed to the Plaintiff as hereinafter provided.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff have and recover judgment against the Defendant William E. Newton in the principal amount of \$16,036.96, and accrued interest through May 1, 1987, in the amount of \$1,516.36, and interest accruing thereafter at the rate of fifteen percent (15%) per annum until paid in full, plus the costs of this action,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the mortgage in favor of Plaintiff herein be, and the same is, hereby foreclosed, on the following described real estate and premises, and are hereby ordered to be sold subject to unpaid ad valorem real property taxes, if any, to satisfy the mortgages herein:

Lots Three (3) and Four (4), Block Five (5),
DOCTOR CARVER ADDITION to the City of Tulsa,
Tulsa County, State of Oklahoma, according to
the recorded plat thereof.

and that a special execution and order of sale and foreclosure shall issue, commanding the Sheriff of Tulsa County to levy upon the above-described real estate, and after having the same appraised as provided by law, shall proceed to advertise and sell the same as provided by law, subject to unpaid ad valorem real property taxes, if any, and such Sheriff shall apply the proceeds arising from such sale as follows:

1. In payment of the costs of such sale and of this action;
2. In payment to Plaintiff the sum of \$17,553.32, together with interest thereon at the rate of fifteen percent (15%) per annum from May 1, 1987, until paid in full, plus the costs of this action,

3. The residue, if any, shall be held by the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that from and after the sale of the above-described real estate and after the confirmation of such sale by the Court, the Defendants, and each of them, shall be forever barred and foreclosed of and from any claim or lien upon or adverse to the right and title of the purchaser of such sale; and the Defendants herein, and all persons claiming by, through or under them since the commencement of this action are hereby perpetually enjoined and restrained from ever setting up or asserting any lien upon the right, title, equity or interest in and to the above-described real estate adverse to the right or title of the purchaser at such sale if, as to the sale of the above-described real property, the same be had and confirmed; and that upon application by the purchaser, the Clerk of the United States District Court shall issue a writ of assistance to the Sheriff of Tulsa County, who shall, thereupon

and forthwith, place such purchaser in full and complete possession and enjoyment of the premises.

An attorney fee will be considered upon proper application under Local Rule 6 (C).

A handwritten signature in cursive script, likely belonging to a judge, written over a horizontal line.

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

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

FILED

MAY 10 1988

FLEET FINANCE, INC.,)
)
Plaintiff,)
)
vs.)
)
WILLIAM E. NEWTON and)
CHARLOTTE NEWTON, husband and)
wife,)
Defendants.)

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

Case No. 87-C-428-^B~~12~~

JOURNAL ENTRY OF DEFAULT
JUDGMENT AND DECREE OF FORECLOSURE

NOW on this 9th day of May, 1988 the above-entitled cause comes on for hearing before the undersigned Judge of the United States District Court. The Plaintiff, Fleet Finance, Inc. ("Fleet"), appearing by and through its attorneys, Doerner, Stuart, Saunders, Daniel & Anderson, by James P. McCann; the Defendants, William E. Newton and Charlotte Newton, husband and wife ("Newton") appearing not and this Court having previously noted the default of said Defendants by Orders dated August 14, 1987, and September 10, 1987.

The Court FINDS that the debts which are the subject of this action were contracted in Tulsa County, Oklahoma, and the property which is the subject of this action is located in Tulsa County, within the Northern District of Oklahoma, thereby vesting this Court with jurisdiction over the action and making venue proper.

The Court FURTHER FINDS that Defendant William E. Newton duly executed and delivered a promissory note to Sarah Ann Johnson ("Johnson") as more particularly described in the Complaint and

Special Execution
& ORDER of Sale Issued

that as a result of Newton's default in the performance of the terms and conditions of said promissory note, there is due to the Plaintiff from the Defendant William E. Newton the principal amount of \$16,036.96, and accrued interest through May 1, 1987, and interest accruing thereafter at the rate of fifteen percent (15%) per annum until paid in full, plus the costs of this action.

The Court FURTHER FINDS that Plaintiff has a good and valid first lien superior to the interests and claims of all others on the real estate and premises described by virtue of the mortgage executed by Defendant William E. Newton and recorded on the 9th day of May, 1985, and in Book 4861 at Page 1225 in the records of the County Clerk of Tulsa County, State of Oklahoma, which mortgage was assigned by Johnson to Plaintiff by virtue of an Assignment of Real Estate Mortgage recorded in Book 4861 at Page 1226 on the 9th day of May, 1985 in the records of the County Clerk of Tulsa County, State of Oklahoma which mortgage secures the above-described indebtedness.

The Court FURTHER FINDS that the real estate which is subject to the above-described lien, as described in Newton's mortgage herein sued upon, is situated in Tulsa County, Oklahoma, and is more particularly described as follows, to-wit:

Lots Three (3) and Four (4), Block Five (5),
DOCTOR CARVER ADDITION to the City of Tulsa,
Tulsa County, State of Oklahoma, according to
the recorded Plat thereof.

The Court FURTHER FINDS that the mortgage of the Plaintiff should be foreclosed and the real estate described above sold

according to law, to satisfy the indebtedness hereinabove set forth, that the proceeds of such sale, after payment of the costs of the sale, should be distributed to the Plaintiff as hereinafter provided.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff have and recover judgment against the Defendant William E. Newton in the principal amount of \$16,036.96, and accrued interest through May 1, 1987, in the amount of \$1,516.36, and interest accruing thereafter at the rate of fifteen percent (15%) per annum until paid in full, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the mortgage in favor of Plaintiff herein be, and the same is, hereby foreclosed, on the following described real estate and premises, and are hereby ordered to be sold subject to unpaid ad valorem real property taxes, if any, to satisfy the mortgages herein:

Lots Three (3) and Four (4), Block Five (5),
DOCTOR CARVER ADDITION to the City of Tulsa,
Tulsa County, State of Oklahoma, according to
the recorded plat thereof.

and that a special execution and order of sale and foreclosure shall issue, commanding the Sheriff of Tulsa County to levy upon the above-described real estate, and after having the same appraised as provided by law, shall proceed to advertise and sell the same as provided by law, subject to unpaid ad valorem real property taxes, if any, and such Sheriff shall apply the proceeds arising from such sale as follows:

1. In payment of the costs of such sale and of this action;
2. In payment to Plaintiff the sum of \$17,553.32, together with interest thereon at the rate of fifteen percent (15%) per annum from May 1, 1987, until paid in full, plus the costs of this action,

3. The residue, if any, shall be held by the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that from and after the sale of the above-described real estate and after the confirmation of such sale by the Court, the Defendants, and each of them, shall be forever barred and foreclosed of and from any claim or lien upon or adverse to the right and title of the purchaser of such sale; and the Defendants herein, and all persons claiming by, through or under them since the commencement of this action are hereby perpetually enjoined and restrained from ever setting up or asserting any lien upon the right, title, equity or interest in and to the above-described real estate adverse to the right or title of the purchaser at such sale if, as to the sale of the above-described real property, the same be had and confirmed; and that upon application by the purchaser, the Clerk of the United States District Court shall issue a writ of assistance to the Sheriff of Tulsa County, who shall, thereupon

and forthwith, place such purchaser in full and complete possession and enjoyment of the premises.

An attorney fee will be considered upon proper application under Local Rule 6 (G).



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

initialed

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

MAY 1988

UNITED STATES OF AMERICA,

Plaintiff,

vs.

TERRY LEE JONES,

Defendant.

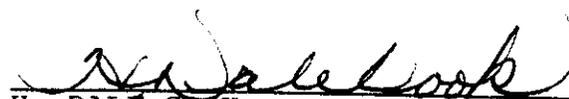
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)

No. 87-CR-107-C

O R D E R

This matter came before the Court upon defendant's motion for reduction or modification of sentence pursuant to Rule 35 F.R.Cr.P. After having considered the unopposed motion and being otherwise duly advised in the premises, the Court hereby reduces and modifies defendant's sentence to a twelve-month term of imprisonment.

IT IS SO ORDERED this 10 day of May, 1988.



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

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

FILED

MAY - 9 1988

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

JAMES L. RATCLIFF, MARILYN)
SUE RATCLIFF, E. J. BROWDER,)
and PEGGY BROWDER,)

Plaintiffs,)

vs.)

FRANKLIN L. HANEY,)

Defendant.)

Case No. 87-C-574-B

STIPULATED CONSENT JUDGMENT

This matter came before me, the undersigned United States District Judge, upon the Stipulation For Entry of Judgment By Agreement, dated February 19, 1988, and duly executed by counsel of record of the above-named Plaintiffs and for Defendant. The Court, having reviewed and approved such Stipulation, and being fully advised in the premises, finds and concludes that a Consent Judgment should be entered herein against Defendant, and in favor of above-named Plaintiffs, in the amounts, and under the terms and conditions set forth below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. Judgment shall be entered in this proceeding in favor of the Plaintiffs, and against the above-named Defendant, in the sum of \$75,000.00, together with any adjustment in the judgment amount for abstracting expense to be borne by Defendant pursuant to paragraph five of the Stipulation for Entry of Judgment by Agreement.

2. This Consent Judgment shall not be filed of record until April 16, 1988. Plaintiffs shall not initiate any proceeding to enforce payment of this Judgment prior to April 16, 1988.

3. If Defendant pays to Plaintiffs the total sum of \$75,000.00, representing the amount of this Consent Judgment, and any adjustment in the judgment amount required by paragraph five of the Stipulation for Entry of Judgment by Agreement, prior to the close of business on April 15, 1988, Plaintiffs shall immediately cause this action to be dismissed, with prejudice, and this Judgment shall, by its terms, be withdrawn, not be filed of record by Plaintiffs, and shall be of no further force or effect thereafter.

4. The total amount of this Consent Judgment shall bear interest based upon the post-judgment rate established by Oklahoma Statutes, but interest shall not begin to accrue upon such Judgment until April 16, 1988, and thereafter until the same shall have been paid in full.

5. Any dispute or disagreement between the parties concerning the implementation, operation or total amount of this Judgment shall remain within the jurisdiction of, and be resolved by, the Court.

May DATED at Tulsa, Oklahoma, this 9th day of ~~February~~, 1988.

S/ THOMAS R. BRETT

United States District Judge

Approved:

James L. Ratcliff, Marilyn Sue
Ratcliff, E. J. Browder and
Peggy Browder, Plaintiffs

By Bruce W. Robinett
Bruce W. Robinett

By J.M.K.

BREWER, WORTEN, ROBINETT,
JOHNSON, WORTEN & KING
P.O. Box 1066
Bartlesville, Oklahoma 74005
(918) 336-4132

Attorneys for Plaintiffs,

Franklin L. Haney

By Boyd D. Cox
Boyd D. Cox

Boyd D. Cox
26 East Center
Fayetteville, Arkansas 72701

Attorneys for Defendant

FILED

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

MAY 9 1988

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

FOSTER PRETROLEUM CORPORATION, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 FIRST STRATFORD FINANCIAL, INC.,)
 et al.,)
)
 Defendants.)

No. 86-C-1091-E

JUDGMENT

The captioned matter came before the Court this 6th day of May, 1988, for judgment pursuant to 12 OS, Sec. 1101. The Court, having reviewed the court file and being fully advised in the premises, finds that an offer of judgment was made by plaintiff pursuant to 12 OS Sec. 1101, in the amount of \$ 24,743.40, with defendant waiving any interest, costs and attorney's fees and that the offer was timely accepted by defendants, as evidenced by the affidavit of Lawrence L. Pinkerton, counsel of record for defendants, filed of record herein. Based upon these findings and the court file, judgment should be entered in favor of defendants in accordance with the offer of judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that defendants have and recover judgment on their counter-claim from plaintiff, for the sum of \$ 24,743.40 and that said judgment shall be a set-off and credit against the judgment Plaintiff has in this same matter

against defendants.

DATED this 6th day of May, 1988.

S/ JAMES O. ELLISON

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

APPROVED:

Gerald R. Preston Jr.
GERALD R. PRESTON, JR.
Attorney for Plaintiff
Foster Petroleum Corporation, Inc.

LLP
LAWRENCE L. PINKERTON
Attorney for Defendants
First Stratford Financial, Inc.,
et al.

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

FILED

FORD MOTOR CREDIT COMPANY,)
)
 Plaintiff,)
)
 vs.)
)
 MIAMI NATIONAL BANK,)
)
 Defendant.)

No. 86-C776-E

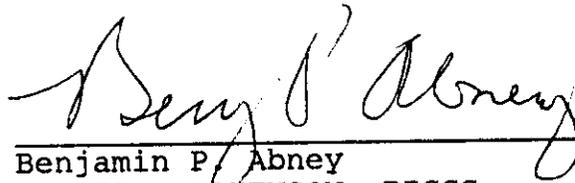
MAY 9 1988
Jack C. Silver, Clerk
U.S. DISTRICT COURT

JOINT STIPULATION OF DISMISSAL

It is hereby stipulated by and between the Plaintiff, Ford Motor Credit Company, by its attorney, Thomas G. Marsh, and the Defendant, Miami National Bank, by its attorney, Benjamin P. Abney, that the above-styled and captioned matter, on the Complaint of Plaintiff and Answer of Defendant, may be, and the same is hereby dismissed with prejudice against the parties, each party to bear its own costs.

Thomas G. Marsh

Thomas G. Marsh
MARSH, ROBERTS, MARRS,
SHACKLETT & FEARS, P.C.
606 ONEOK Plaza
100 West Fifth Street
Tulsa, Oklahoma 74103
(918) 587-0141
Attorneys for Plaintiff, Ford
Motor Credit Company



Benjamin P. Abney
CHAPEL, WILKINSON, RIGGS,
& ABNEY

502 West Sixth Street
Tulsa, Oklahoma 74119
(918) 583-7129

Dennis J. Watson
WALLACE, OWENS, LANDERS, GEE,
MORROW, WILSON, WATSON, JAMES
& COINER

P. O. Box 1168
Miami, Oklahoma 74355

Attorneys for Defendant,
Miami National Bank

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

FILED
MAY - 9 1988
Jack C. Silver, Clerk
U. S. DISTRICT COURT

MARSHALL B. PICKERING,)
)
Plaintiff,)
)
vs)
)
CHARLES RICE & FARMERS)
INSURANCE EXCHANGE,)
)
Defendants.)

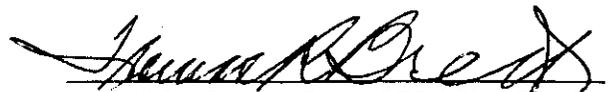
No. 87-C-904-B

O R D E R

THIS MATTER comes before the Court on Defendants' Motion to Dismiss Due to Lack of Jurisdiction.

PLAINTIFF has failed completely to allege jurisdiction of this Court in the Complaint in conformity with F.R.Civ.P.8. Further, the Complaint alleges the auto accident which is the subject of this suit happened on Indian Agency Road. Defendant contends original jurisdiction is in Pawnee Indian Tribal Court under National Farmers Union Insurance Co. vs Crow Tribe of Indians, 105 S.Ct. 2447 (1985). From the facts plead in the Complaint the Court cannot determine where jurisdiction lies. Clearly it is Plaintiff's burden to plead jurisdiction.

THE MOTION to Dismiss is hereby sustained this 9th day of May, 1988.


UNITED STATES DISTRICT JUDGE

FILED

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

MAY -9 1988

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

WINONA KAY BLAIR,)
Plaintiff)
)
v.)
)
INTER-TRIBAL COUNCIL, INC.)
an Oklahoma Corp.; nad)
CHIEF GEORGE J. CAPTAIN,)
Defendants.)

No. 87-C-711-B

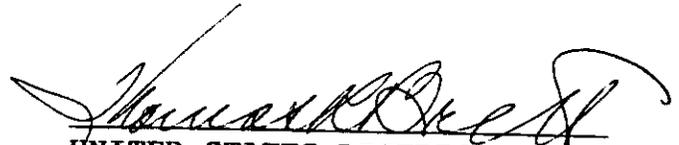
O R D E R

THIS MATTER comes before the Court on Defendants' Motion for Summary Judgment filed March 25, 1988. Plaintiff has failed to respond and the Defendants request a ruling in conformity with Local Rule 15(a).

THE COURT has reviewed the file and the motion and finds that the motion is well supported. Failure to file a response "will constitute waiver of objection". Local Rule 15(a).

SUMMARY JUDGMENT is therefore awarded in favor of the Defendants.

IT IS SO ordered this 9th day of May, 1988.


 UNITED STATES DISTRICT JUDGE

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

FILED

MAY - 9 1988

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

WILLIAM E. GIBSON,)
)
 Plaintiff,)
)
 v.)
)
 MARGARET HECKER, Secretary of)
 Health, Education and Welfare,)
 ex rel, the UNITED STATES OF)
 AMERICA,)
)
 Defendants.)

No. 85-C-411-B

ORDER AND JUDGMENT

THIS MATTER comes before the Court on Plaintiff's Application for Attorneys Fees of \$2,681.75 with affidavit attached. Defendant states it has no objection to the granting of the fee.

ATTORNEY John M. Crockett, Attorney for Plaintiff, is hereby awarded \$2,681.75 against Defendant Secretary of Health & Human Services.

IT IS SO ordered this 9th day of May, 1988.


UNITED STATES DISTRICT JUDGE

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

FILED

MAY 9 1988

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

ROYCE LATIMER d/b/a)
GEOPHYSICAL EXPLORATION &)
RESEARCH CO., and JOHN CHOATE,)
)
Plaintiffs,)
)
vs.)
)
COPPERHEAD ENTERPRISES, INC.,)
et al.,)
)
Defendants.)

Case No. 88-C-308-E

DISMISSAL ONLY BY PLAINTIFF JOHN CHOATE

COMES NOW plaintiff John Choate only and dismisses his cause of action against all defendants without prejudice, all rights of plaintiff Royce Latimer being unaffected hereby.

Brad Baker

BRADFORD S. BAKER, OBA #440
Attorney for John Choate
832 Philtower Building
Tulsa, Oklahoma 74103
918/585-1185

CERTIFICATE OF SERVICE

I, Bradford S. Baker, hereby certify that a true and correct copy of the above Dismissal was placed in the U. S. Mail, postage paid, to Richard T. McGonigle, 4100 Bank of Oklahoma Tower, Tulsa, Oklahoma 74172, W. E. Sparks, 4200 East Skelly Drive, Tulsa, Oklahoma 74135 and to Copperhead Enterprises Group, c/o Jimmy Pierce, 5618 Work Avenue, Shreveport, LA 71108, this 9 day of May, 1988.

Brad Baker

BRADFORD S. BAKER

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

JEFF MARQUETTE,)
)
Plaintiff,)
)
vs.)
)
OKLAHOMA FIXTURE COMPANY AND)
CARPENTERS LOCAL UNION NO. 943,)
)
Defendant.)

No. 87-C-487-C

F I L E D

MAY 6 1988

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

JOURNAL ENTRY OF JUDGMENT

COMES NOW before me the undersigned Judge of the United States District Court, the Motion to Dismiss filed by the Defendant, Oklahoma Fixture Company and the Motion to Dismiss filed by Carpenters Local Union 943.

The Plaintiff is represented by his attorney, Jeff Nix; the Defendant, Oklahoma Fixture Company is represented by its attorney, Stephen Andrew; and Carpenters Local Union 943 is represented by its attorney, Thomas F. Birmingham.

The Court finds that the Motion to Dismiss filed by Oklahoma Fixture Company and Motion to Dismiss filed by Carpenters Local Union 943 be sustained on the grounds and for the reason that the cause of action pled in Plaintiff's complaint is barred by the applicable statute of limitations.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Motion to Dismiss filed by the Defendant, Oklahoma Fixture Company and the Motion to Dismiss filed by the Defendant, Carpenters Local Union 943 be and they are hereby sustained and the above-captioned matter is dismissed with prejudice as against the Defendant, Oklahoma Fixture Company and Carpenters

LAW OFFICES

UNGERMAN
CONNER &
LITTLE

RIVERBRIDGE OFFICE PARK
1323 EAST 71ST
SUITE 300

P. O. BOX 2099
TULSA, OKLAHOMA
74101

Local Union 943.

Done this 6 day of ^{May} April, 1988.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

BBC/1001

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

FILED

MAY 6 1988

DARRELL DREW DENTON, Individually,)
and as father and next friend of)
DARRELL DEAN DENTON, and JOSEPH F.)
CLARK, JR., Guardian ad litem,)

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

Plaintiffs,)

vs.)

Case No. 87-C-369-E

THE ATCHISON, TOPEKA & SANTA FE)
RAILWAY COMPANY,)

Defendant.)

ORDER

For good cause shown, it is hereby ORDERED, ADJUDGED AND
DECREED that the Plaintiff's Petition filed herein is dismissed
with prejudice to a future action, each party to bear their own
costs.

Dated this 6th day of May, 1988.

James A. Silver
UNITED STATES DISTRICT JUDGE

APPROVED FOR ENTRY:

Darrell D. Denton
DARRELL DREW DENTON, Individually

Darrell D. Denton
DARRELL DREW DENTON, as father
and next friend of Darrell Drew Denton

Joseph F. Clark, Jr.
JOSEPH F. CLARK, JR., Attorney
Guardian ad litem for minor
Plaintiff, Darrell Drew Denton

Curtis L. Culver, J.D., Inc.
CURTIS L. CULVER, J.D., Inc.
5136 East 21st Street
Tulsa, Oklahoma 74114
ATTORNEY FOR PLAINTIFF

GENERAL RELEASE OF ALL DEMANDS

KNOW ALL MEN BY THESE PRESENTS:

That we, Darrell Drew Denton, Individually, and as father and next friend of Darrell Dean Denton, a minor, and Joseph F. Clark, Jr., Guardian ad litem for Darrell Drew Denton, a minor, for and in consideration of the sum of Forty Two Thousand and 00/100 Dollars (\$42,000.00) paid to Darrell Drew Denton, Individually, and as next friend of Darrell Dean Denton, and Joseph F. Clark, Jr., Guardian ad litem, for and on behalf of a minor, Darrell Dean Denton, receipt of which is hereby acknowledged, have remised, released and forever discharged, and by these presents do, for our heirs, executors, successors and assigns, release and forever discharge the said The Atchison, Topeka and Santa Fe Railway Company, a corporation, its agents, servants, employees, successors and assigns, of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, executions, bills, bonds, specialties, covenants, contracts, controversies, attorneys' fees, claims and demands whatsoever, in law or in equity, which against it, the said The Atchison, Topeka and Santa Fe Railway Company, a corporation, its agents, servants, employees, successors or assigns, we ever had, now have, or may hereafter have, by reason of or resulting from property damage and/or from personal injuries of whatsoever kind or type, whether known or unknown, sustained by Darrell Dean Denton, a minor, and by Darrell Drew Denton, individually, including damages for care, support, medical treatment, past, present or future loss of earnings, income or services, cost of education, impairment of earning capacity, loss of contributions or support, repair and suffering, permanent disability, or any other damage whatsoever sustained by us or by Darrell Dean Denton, a minor child, as a result of injuries sustained by said minor by reason of an automobile/train collision which occurred on or about January 13, 1987, on 186th Street North in Tulsa County, Oklahoma, when Darrell Dean Denton, while driving a vehicle, sustained the injuries which are the basis of this action.

IT IS UNDERSTOOD AND AGREED that this settlement is a compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the parties hereby released, and that said releasees deny liability therefor.

The undersigned hereby declares and represents that the injuries to the minor child are, or may be, permanent and progressive and that the recovery therefrom is uncertain and indefinite and in making this Release, it is understood and agreed that the undersigned rely wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries to said minor child, and liability therefor is made without reliance upon any statement or representation of the party or parties hereby released or our representative or by any physician or surgeon employed by us.

The undersigned agree to pay and satisfy any and all medical claims or liens existing or arising as a result of the accident which is the basis of Plaintiff's action, which occurred January 13, 1987, on 186th Street North in Tulsa County, and to indemnify and hold the Atchison, Topeka and Santa Fe Railway Company harmless from any such claims.

The undersigned further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not mere recital.

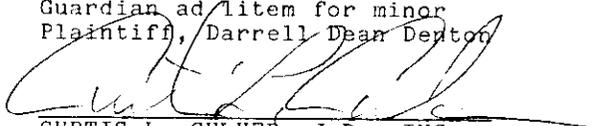
IN MAKING THIS SETTLEMENT, WE ARE RELYING UPON OUR OWN JUDGMENT AND NOT ANY STATEMENT OR OPINION OF ANY AGENT OR ATTORNEY EMPLOYED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AND HAVE BEEN FULLY ADVISED BY OUR ATTORNEY OF THE LEGAL AND PRACTICAL EFFECT OF THE EXECUTION OF THIS RELEASE. WE HAVE READ THE FOREGOING RELEASE IN FULL IN ITS ENTIRETY AND UNDERSTAND ITS LEGAL AND PRACTICAL EFFECT. WE ARE NOT UNDER ANY ECONOMIC COMPULSION OR COERCION AT THE TIME THIS RELEASE IS EXECUTED AND THE EXECUTION OF THIS RELEASE IS A VOLUNTARY ACT, DONE WITH THE FULL KNOWLEDGE OF THE TRANSACTION AND WITH THE ADVICE AND COUNSEL OF OUR ATTORNEY.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 1988.


DARRELL DREW DENTON,
Individually


DARRELL DREW DENTON, as father
and next friend of Darrell
Dean Denton, a minor

JOSEPH F. CLARK, JR., Attorney
Guardian ad litem for minor
Plaintiff, Darrell Dean Denton


CURTIS L. CULVER, J.D., INC.

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Before me, a notary public, in and for said state on this day of _____, 1988, personally appeared DARRELL DREW DENTON and JOSEPH F. CLARK, JR., to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

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

JOHN A. MOSIER,)
)
 Plaintiff,)
)
 v.)
)
 RON CHAMPION,)
)
 Defendant.)

88-C-246-C

FILED

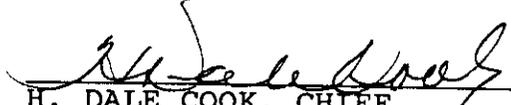
MAY 6 1988

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

ORDER

Now before the court are plaintiff's Motion to Dismiss Without Prejudice (pleading #6) and defendant's Response thereto (#8). There being no answer or motion for summary judgment on file, nor objection by defendant, it is Ordered that plaintiff's Motion to Dismiss Without Prejudice is granted.

Dated this 6 day of May, 1988.


H. DALE COOK, CHIEF
UNITED STATES DISTRICT JUDGE

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

MAY 11 1988
MAY - 8 1988

U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

APACHE CORPORATION,)
a Delaware Corporation,)
)
Plaintiff,)
)
v.)
)
ROBERT G. ANDERSON,)
an Individual,)
)
Defendant.)

CASE NO. 88-C-266 B ✓

**JOINT APPLICATION TO
ADMINISTRATIVELY CLOSE**

COME NOW the Plaintiff and Defendant and respectfully move the Court to enter an Order administratively closing this case for a period of sixty (60) days from and after May 11, 1988, and in support thereof show:

1. The parties to this action have been engaged in settlement negotiations and have now reached a settlement of this case.

2. The parties have agreed to a sixty (60) day payout of the amounts agreed upon.

OK

3. The parties request the Court order the Clerk to administratively close this action upon his records without prejudice to the rights of the parties to reopen the proceedings for good cause shown for any purpose on or before July 11, 1988, in the event terms of the settlement are not successful.

Respectfully submitted,

BOESCHE, McDERMOTT & ESKRIDGE

By: Charles A. Grissom, Jr.
Charles A. Grissom, Jr.

800 ONEOK Plaza
100 West Fifth Street
Tulsa, Oklahoma 74103
(918) 583-1777

Attorneys for Plaintiff

and

HOUSTON AND KLEIN, INC.

By: Ira L. Edwards, Jr.
Ira L. Edwards, Jr., #2637
David W. Wulfers, #9926

320 South Boston, Suite 700
Tulsa, Oklahoma 74103
(918) 583-2131

Attorneys for Defendant

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

MAY -5 1988 A

JACK O. LYER, CLERK
U.S. DISTRICT COURT

ALFRED BURROWS, d/b/a BURROWS)
CONSTRUCTION COMPANY,)
)
Plaintiff,)
)
vs.)
)
TRUCKER'S EXCHANGE, INC.,)
)
Defendant,)
)
vs.)
)
FORREST TRANSPORTATION SERVICE)
INC.,)
)
Third Party Defendant.)

Case No. 87-C-60-C ✓

JOURNAL ENTRY OF JUDGMENT

THIS action came on for non-jury trial on April 13, 1988. The issues having been duly tried, and the Court having made Findings of Fact and Conclusions of Law,

IT IS ORDERED AND ADJUDGED that plaintiff take nothing, that the action be dismissed on the merits, and that the defendant, Truckers Exchange, Inc., recover of the plaintiff, Alfred Burrows d/b/a Burrows Construction Company, its costs of the action.

DATED this 4 day of May, 1988.


H. DALE COOK
UNITED STATES DISTRICT JUDGE

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

MAY -5 1988 *hm*

WILLIAM E. BROCK, Secretary of)
Labor, United States Department)
of Labor,)
Plaintiff(s),)
vs.)
MANN INDUSTRIES, INC., a Corporation)
and JAMES I. MANN, an Individual.)
Defendant(s).)

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

No. 87-C-385-B ✓

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 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 5 day of MAY, 19 88.

Thomas R. Brett
UNITED STATES DISTRICT JUDGE
THOMAS R. BRETT

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

MAY 5 1988

CLINTON TRAVIS WILSON,)
)
 Plaintiff,)
)
 v.)
)
 DAVID PILLARS, et al,)
)
 Defendants.)

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

86-C-619-E

ORDER

The court has for consideration the recommendation of the Magistrate made at a hearing held April 12, 1988, at which time the Magistrate recommended that defendants' Motion to Dismiss (pleading #14) be granted without prejudice. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the court has concluded that the recommendation of the Magistrate should be and hereby is affirmed.

It is therefore Ordered that defendants' Motion to Dismiss (pleading #14) is granted and this case is dismissed without prejudice.

Dated this 5th day of May, 1988.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

F I L E D

MAY 5 1988

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

RHONDA M. ARTERBURN and)
DEBORAH L. STONE,)
)
Petitioners,)
)
v.)
)
CHARLES TURNBO, Warden)
F.C.I., Ft. Worth, Texas,)
)
Respondent.)

87-C-850-E

ORDER

The court has for consideration the Findings and Recommendations of the Magistrate filed April 5, 1988, in which the Magistrate recommended that this case be transferred back to the United States District Court for the Northern District of Texas. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed.

It is therefore Ordered that Petitioners' Petition for a Writ of Habeas Corpus pursuant to 28 U.S.C. §2241 is transferred back to the United States District Court for the Northern District of Texas.

Dated this 5th day of May, 1988.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

Entered

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

MAY -5 1988 *A*

ALFRED BURROWS, d/b/a BURROWS)
 CONSTRUCTION COMPANY,)
)
 Plaintiff,)
)
 vs.)
)
 TRUCKER'S EXCHANGE, INC.,)
)
 Defendant,)
)
 vs.)
)
 FORREST TRANSPORTATION SERVICE)
 INC.,)
)
 Third Party Defendant.)

JACK G. SIMER, CLERK
U.S. DISTRICT COURT

Case No. 87-C-60-C ✓

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This action came on for trial and was tried on April 13, 1988 before the Court sitting without a jury. David Dykeman appeared as counsel for plaintiff, Steven Terry and John L. Harlan appeared as counsel for defendant, Trucker' Exchange, Inc., and John B. Nicks appeared as counsel for third-party defendant, Forrest Transportation Service, Inc. Having heard the testimony, examined the other evidence submitted by the respective parties, and heard the arguments of their counsel, and this cause having been submitted for decision, the Court, being fully advised herein, makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. That plaintiff, Burrows Construction Company, is a motor carrier regulated by the Interstate Commerce Commission pursuant to the revised Interstate Commerce Act under 49 U.S.C. §10102(13).

2. That Trucker's Exchange, Inc. and Forrest Transportation Service, Inc. are motor carrier brokers as defined in the revised Interstate Commerce Act under 49 U.S.C. §10102(1) and 49 C.F.R. 1045.2(a).

3. That the commodities in question are exempt commodities as defined in the revised Interstate Commerce Act under 49 U.S.C. §10526(a)(6)(B) and 49 C.F.R. 1047.25.

4. That this Court has jurisdiction of the parties and of the subject matter pursuant to 28 U.S.C. §1332.

5. That pursuant to stipulation of the parties at the commencement of the trial, the rejection of the plums at Del Champs in Hammonds, Louisiana, was a rightful rejection. As a result of this stipulation, counsel for defendant Trucker's Exchange, Inc. agrees that it no longer has a claim against third-party Forrest Transportation Service, Inc.

6. That through various agreements between plaintiff and Trucker's Exchange, Inc., Trucker's Exchange, Inc. owed plaintiff the sum of \$24,115.02. Trucker's Exchange, Inc. offset this in the amount of \$19,656.00, which was the amount of the loss on a load of plums, less salvage value paid by Trinity Produce. The balance of \$4,459.02 was tendered to plaintiff by way of unconditional checks, which plaintiff chose not to negotiate.

7. That this was a normal commercial transaction until the load of plums was delivered to Del Champs, the consignee, in Louisiana.

8. That according to the stipulations of counsel and the evidence presented at trial, the plums were rightfully rejected by Del Champs because the temperatures in transit did not comply with the consignor's directions of keeping the plums at 36° Fahrenheit.

9. That during transit, the plums were kept at a temperature which was above the maximum temperature specified by the consignor.

10. That after he was notified by plaintiff's driver that the plums had been rejected, Art Brumfiel of Truckers Exchange, Inc. attempted to contact Alfred Burrows at Burrow's business telephone number, but received no answer.

11. That deteriorating perishable produce, such as these plums, must be dealt with without delay.

12. That Art Brumfiel attempted to find a market to sell the entire load of plums, but found only one market willing to attempt to sell the plums, and that was Trinity Produce in Dallas, Texas.

13. That Art Brufiel had had a prior experience in which Trinity Produce disposed of a load with only a \$60.00 loss.

14. That Art Brumfiel told plaintiff's driver that Brumfiel had found a market in Dallas, and that if he took them there, Trinity Produce would attempt to dispose of them.

15. That the driver of plaintiff's truck notified plaintiff's dispatcher of the problem and that he was going to Dallas.

16. That plaintiff's driver took the plums from Del Champs in Hammond, Louisiana to Trinity Produce in Dallas, Texas.

17. That as a result of transporting the plums to Dallas, they were in a more deteriorated condition than they had been when they got to Del Champs in Hammond, Louisiana.

18. That Bud Harding of Trinity Produce did not buy the whole load, but merely sold the plums for a fair price, took a reasonable commission, and remitted the balance to Truckers Exchange, Inc.

19. That Truckers Exchange, Inc. gave credit to plaintiff for the amount remitted by Trinity Produce.

20. That the actions by Art Brumfiel were reasonable and prudent under the circumstances of this case.

21. That plaintiff's truck driver, who had driven refrigerated trucks for five years, was not prevented in taking the plums elsewhere after they were rejected by Del Champs.

22. That there was no deception, fraud or misrepresentation on the part of Art Brumfiel or of Truckers Exchange, Inc.

23. That prior to the filing of this suit, defendant had tendered to plaintiff the sum of \$4,459.02 in unrestricted checks. That plaintiff's cashing of those checks would in no way prejudice his rights in this case.

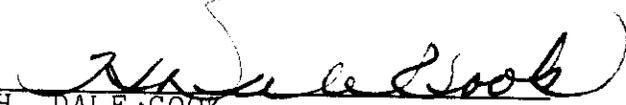
24. That the defendant, Truckers Exchange, Inc., was entitled to set off the sum of \$19,656.00 owed to plaintiff by reason of the loss on the load of plums.

CONCLUSIONS OF LAW

1. That pursuant to stipulation of the parties at the commencement of the trial, defendant Trucker's Exchange, Inc. no longer has a claim against third-party Forrest Transportation Service, Inc.

2. That the plaintiff is not entitled to recover.

DATED this 14 day of ^{May}~~April~~, 1988.


H. DALE COOK
UNITED STATES DISTRICT JUDGE

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

F I L E D

MAY 4 1988

ALBERT J. BLAIR, JR.,)
)
Plaintiff,)
)
vs.)
)
UNITED STATES OF AMERICA,)
)
Defendant.)

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

No. 87-C-882-E

O R D E R

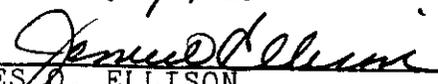
The Court has for consideration the Findings and Recommendations of the Magistrate filed February 4, 1988. After careful consideration of the record and the issues, including the briefs and memoranda filed herein by the parties, the Court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed and adopted by the Court.

IT IS THEREFORE ORDERED that Plaintiff's Motion for Summary Judgment is sustained, the Internal Revenue Service is permanently enjoined from collecting the tax assessed as set forth in the Complaint, the tax assessments shall be immediately withdrawn or abated without penalty to Plaintiff; and

IT IS FURTHER ORDERED that Plaintiff's Motion to Dismiss is overruled; and

IT IS FURTHER ORDERED that each side shall bear its own costs and attorney fees.

It is so Ordered this 3rd day of ~~April~~^{May}, 1988.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

MAY 4 1988

ROBERT COTNER,)
)
 Plaintiff,)
)
 vs.)
)
 TIM WEST, et al.,)
)
 Defendants,)

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

No. 84-C-316-E

and

ROBERT COTNER,)
)
 Plaintiff,)
)
 vs.)
)
 TIM WEST, et al.,)
)
 Defendants.)

No. 84-C-406-E
(Consolidated)

O R D E R

NOW on this 4th day of May, 1988 comes on for hearing the above captioned matter and the Court, being fully advised in the premises finds that, the parties having been ordered to submit an agreed pre-trial order by May 1, 1988 or face dismissal of the matter with prejudice, and no such pre-trial order being filed, these consolidated cases should be and are hereby dismissed with prejudice to any subsequent refileing.

It is so ORDERED.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

F I L E D

MAY 4 1988

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

ROBERT COTNER,)
)
 Plaintiff,)
)
 vs.)
)
 TIM WEST, et al.,)
)
 Defendants,)

No. 84-C-316-E

and

ROBERT COTNER,)
)
 Plaintiff,)
)
 vs.)
)
 TIM WEST, et al.,)
)
 Defendants.)

No. 84-C-406-E
(Consolidated)

O R D E R

NOW on this 4th day of May, 1988 comes on for hearing the above captioned matter and the Court, being fully advised in the premises finds that, the parties having been ordered to submit an agreed pre-trial order by May 1, 1988 or face dismissal of the matter with prejudice, and no such pre-trial order being filed, these consolidated cases should be and are hereby dismissed with prejudice to any subsequent refileing.

It is so ORDERED.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

entered

ROBIN JOHN ERICKSON; ELLEN)
ELIZABETH ERICKSON; AMBER)
PATRICIA ERICKSON, a Minor,)
Who Sues By ROBIN JOHN)
ERICKSON, as Next Friend;)
and KARYN MICHELLE ERICKSON,)
a Minor, Who Sues By ROBIN)
JOHN ERICKSON, as Next Friend,)

Plaintiffs,)

vs.)

FRONTIER AIRLINES, INC.;)
PEOPLE EXPRESS, INC.; and)
TEXAS INTERNATIONAL AIRLINES,)
INC.,)

Defendant.)

FILED

MAY 4 1988

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

CIVIL ACTION NO. 87-C-511-C

ORDER

The Court having been advised that a Stipulation For Order Of Dismissal With Prejudice has been filed in this case by Plaintiffs and the Defendants People Express, Inc. and Texas International Airlines, Inc., orders this case to be dismissed with prejudice as to the said Defendants.

IT IS THEREFORE ORDERED BY THIS COURT that this case be dismissed with prejudice as to the Defendants People Express, Inc. and Texas International Airlines, Inc.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

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

FEDERAL DEPOSIT INSURANCE CORPORATION,)
in its corporate capacity,)

Plaintiff,)

vs.)

COLT ENERGY, INC., an Oklahoma)
corporation and BRUCE BONNETT,)
individually,)

Defendants.)

Case No. 87-C-1007-C

F I L E D

MAY 4 1988

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

JOURNAL ENTRY OF JUDGMENT

Now on this 20th day of April, 1988, this cause comes on for hearing, upon the application of Plaintiff herein for a Judgment by default. Plaintiff Federal Deposit Insurance Corporation, in its corporate capacity, ("FDIC") appears by and through its attorneys of record Boesche, McDermott & Eskridge. Defendants Colt Energy, Inc. and Bruce Bonnett, appear not; and it appearing to the Court that this is a suit upon a promissory note and guaranty and for the foreclosure of certain oil and gas interests securing the same and for the delivery of certain other collateral.

The Court thereupon examined the pleadings, process and files in this cause and having heard the argument of Plaintiff's counsel herein, finds that due and regular service of summons and petition has been made upon all of the Defendants in this action and that both Defendants have agreed to the entry of this default judgment at this time.

The Court finds that all material allegations of the Plaintiff's Petition are true as against the Defendants.

THE COURT FURTHER FINDS:

1. This Court has jurisdiction over the subject matter and parties to this action and venue is proper in this District.

2. On or about September 27, 1987, the Oklahoma banking commissioner (the "Commissioner") issued Order No. 87-R-37 closing The Citizens Bank of Drumright ("Citizens Bank") and assumed exclusive control of the property and affairs of the Bank.

3. The Commissioner tendered to Federal Deposit Insurance Corporation appointment as Liquidating Agent of the Bank.

4. Federal Deposit Insurance Corporation in its corporate capacity acquired all right, title and interest of Federal Deposit Insurance Corporation as liquidating agent in and to the Note, Guaranty, Mortgages, Pledge Agreement, Security Agreement, Oil and Gas Properties and Collateral which are the subject of this suit (each of which is hereinafter described).

5. That on the 29th day of December, 1986, Defendant Colt Energy, Inc., ("Colt Energy") executed and delivered to Citizens Bank a certain Promissory Note bearing the date of its execution and did thereby, for value received, promise to pay to the order of the Citizens Bank the sum of Five Hundred Seventy-two Thousand Dollars (\$572,000.00) plus interest at 12.50% per annum as follows:

Due and payable in twelve monthly payments of \$10,000.00 each month beginning 1/29/87, with one principal reduction of \$150,000.00 due June 27, 1987, with one final payment of principal balance plus interest accrued due on or before December 29, 1987 (the "Note").

6. That at the time of the execution of the Note, Colt Energy executed and delivered to the Citizens Bank a mortgage

covering the following described oil and gas property situated in Creek County, State of Oklahoma, (herei after referred to as the "Creek County Mortgage"), to wit:

As their interest may appear in and to oil and gas leases, to wit;

Mobil #1 - Section Twenty One (21), Township Fourteen (14) North, Range Seven (7) East located in Creek County, State of Oklahoma.

Said Creek County Mortgage was duly executed and acknowledged according to law, and was filed of record in the office of the County Clerk of Creek County, Oklahoma, on January 5, 1987, and was duly recorded in Book 214, Page 2051-53. The Creek County Mortgage was given as security for the performance of its covenants and conditions and the payment of the Note.

7. That at the time of the execution of the Note, Colt Energy, executed and delivered to the Citizens Bank a mortgage covering the following described Oil and Gas Property, situated in Logan County, State of Oklahoma, (hereinafter referred to as the "Logan County Mortgage"), to wit:

As their interest may appear in and to oil and gas leases, to wit;

Matheson #1 - NW/4, §32-T18N-R4W
Bahan Pollard #1 - S/2 NW/4 NW/4, §5-T18N-R4W
Bahan Pollard #2 - S/2 NW/4 NW/4, §5-T18N-R4W
Bahan Pollard #2-5 - SE/4, NE/4, §5-T18N-R4W
Bahan Pollard #3-5 - SE/4, NE/4, §5-T18N-R4W
Bahan Hill #1-5 - NW/4, SW/4, §5-T18N-R4W
Bahan Hill #2-5 - NW/4, SW/4, §5-T18N-R4W
Bahan Pollard SWD - NW/4, §5-T18N-R4W
Navratil #1-4 - NW/4, SE/4, §4-T18N-R4W
Wells Lang #1-27 - W/2, NW/4, NE/4, §27-T19N-R4W

All located in Logan County, State of Oklahoma.

Said Logan County Mortgage was duly executed and acknowledged according to law, and was filed of record in the office of the County Clerk of Logan County, Oklahoma on January 5, 1987, and was duly recorded in Book 1118 at Page 600. The Logan County Mortgage was given as security for the performance of its covenants and conditions and the payment of the Note.

8. That at the time of the execution of the Note, Colt Energy, executed and delivered to Citizens Bank a mortgage covering the following described Oil and Gas Property, situated in Major County, State of Oklahoma, (hereinafter referred to as the "Major County Mortgage"), to wit:

As their interest may appear in and to oil and gas leases, to wit;

Fuzzell #1-13 - NE/4 NE/4, §13-T22N-R12W
Fuzzell #2-13 - NE/4 NE/4, §13-T22N-R12W
Gay #2 - SW/4, §29-T23N-R10W
Jack #1-23 - NW/4 SW/4, §23-T22N-R12W
Cornelson #1-3 - SW/4 SE/4, §3-T22N-R12W
Dave #1-23 - SE/4 SW/4, §23-T22N-R12W
Ray Fuzzell - §13-T22N-R12W
Betty Fuzzell - SW/4 NW/4, §13-T22N-R12W
Hall #1-32 - SE/4, §32-T23N-R11W
Crow Estate #1-22 - SW/4 NE/4, §22-T21N-R9W
Detrick #1-21 - S/2 NE/4, §21-T21N-R10W
Cimarron #1-23 - NE/4 NE/4, §23-T22N-R12W
Nickel #1-23 - NE/4 SE/4, §23-T22N-R12W
Jim #1-13 - NE/4 SW/4 SW/4, §13-T22N-R12W
River #1-23 - NW/4, §23-T22N-R12W
Leroy Unruh - SE/4, §22-T23N-R10W
Nichols #1-3 - SE/4 SE/4, §3-T22N-R11W

All located in Major County, State of Oklahoma.

Said Major County Mortgage was duly executed and acknowledged according to law, and was filed of record in the office of the County Clerk of Major County, Oklahoma, on January 5, 1987, and

was duly recorded in Book 942 at Page 032 and Book 946 at Page 253. The Major County Mortgage was given as security for the performances of its covenants and conditions and the payment of the Note.

9. That at the time of the execution of the Note, Colt Energy, executed and delivered to Citizens Bank a mortgage covering the following described Oil and Gas Property, situated in Woods County, State of Oklahoma, (hereinafter referred to as the "Woods County Mortgage"), to wit:

As their interest may appear in and to oil and gas leases, to wit;

McBride #1-27 - Northwest Quarter (NW/4)
Section Twenty-Seven (27) Township Twenty-
Three North (23N), Range Thirteen West (13W)
located in Woods County, State of Oklahoma

All located in Woods County, State of Oklahoma

Said Woods County Mortgage was duly executed and acknowledged according to law, and was filed of record in the office of the County Clerk of Woods County, Oklahoma, on January 5, 1987, and was duly recorded in Book 609 at Page 119. The Woods County Mortgage was given as security for the performances of its covenants and conditions and the payment of the Note.

10. That at the time of the execution of the Note, Colt Energy, executed and delivered to Citizens Bank a mortgage covering the following described Oil and Gas Property, situated in Pottawatomie County, State of Oklahoma, (hereinafter referred to as the "Pottawatomie County Mortgage"), to wit:

As their interest may appear in and to oil and gas leases, to wit;

Byerly - Section Thirty Four (34) Township Six North (6N), Range Three East (3E) located in Pottawatomie County, State of Oklahoma

All located in Pottawatomie County, State of Oklahoma

Said Pottawatomie County Mortgage was duly executed and acknowledged according to law, and was filed of record in the office of the County Clerk of Pottawatomie County, Oklahoma, on January 5, 1987, and was duly recorded in Book 1465 at Page 0113. The Pottawatomie County Mortgage was given as security for the performances of its covenants and conditions and the payment of the Note.

11. That at the time of the execution of the Note, Colt Energy, executed and delivered to Citizens Bank a mortgage covering the following described Oil and Gas Property, situated in Gonzales County, State of Texas, (hereinafter referred to as the "Gonzales County Mortgage"), to wit:

As their interest may appear in and to oil and gas leases, to wit;

Worhmann-Unit #1, Eli Mitchell A-337 located in Gonzales County, State of Texas

Said Gonzales County Mortgage was duly executed and acknowledged according to law, and was filed of record in the office of the County Clerk of Gonzales County, Texas, on January 5, 1987, and was duly recorded in Book 591 at Page 63. The Gonzales County Mortgage was given as security for the performances of its covenants and conditions and the payment of the Note.

12. That at the time of the execution of the Note, Colt Energy, executed and delivered to Citizens Bank a mortgage cover-

ing the following described Oil and Gas Property, situated in Alfalfa County, State of Oklahoma, (hereinafter referred to as the "Alfalfa County Mortgage"), to wit:

As their interest may appear in and to oil and gas leases, to wit;

Reimer #1-13 - SW/4, SE/4, §13-T23N-R10W
Forsythe #1 - All of §11-T23N-R10W
Johnson Koons - NW/4, §5-T23N-R9W
located in County of Alfalfa, State of Oklahoma.

Said Alfalfa County Mortgage was duly executed and acknowledged according to law, and was filed of record in the office of the County Clerk of Alfalfa County, Oklahoma, on January 5, 1987, and was duly recorded in Book 425 at Page 308. The Alfalfa County Mortgage was given as security for the performances of its covenants and conditions and the payment of the Note.

13. That at the time of the execution of the Note, Colt Energy, executed and delivered to Citizens Bank a mortgage covering the following described Oil and Gas Property, situated in Blaine County, State of Oklahoma, (hereinafter referred to as the "Blaine County Mortgage"), to wit:

As their interest may appear in and to oil and gas leases, to wit;

Wisdom - Section Twenty Four (24) Township
Nineteen North (19N), Range Eleven West (11W)
located in Blaine County, State of Oklahoma.

Said Blaine County Mortgage was duly executed and acknowledged according to law, and was filed of record in the office of the County Clerk of Blaine County, Oklahoma, on January 5, 1987, and was duly recorded in Book 519 at Page 71-73. The Blaine County

Mortgage was given as security for the performances of its covenants and conditions and the payment of the Note.

14. That at the time of the execution of the Note, Colt Energy, executed and delivered to Citizens Bank a mortgage covering the following described Oil and Gas Property, situated in Garfield County, State of Oklahoma, (hereinafter referred to as the "Garfield County Mortgage"), to wit:

Ella #1-10 - NE/4, NE/4, NW/4, §10-T21N-R5W
Leavengood - SE/4, §8-T22N-R5W
Biby #1-8 -SE/4, SW/4, §8-T22N-R5W
Blaser #1-18 - SE/4, SE/4, NE/4, §18-T22N-R5W
Bodes #1-7 - SE/4, SE/4, §7-T22N-R5W
Skoda #1 - SE/4, §35-T21N-R7W
Barnes #1-29 - NE/4, NE/4, NW/4, §29-T20N-R5W

All located in Garfield County, State of Oklahoma.

Said Garfield County Mortgage was duly executed and acknowledged according to law, and was filed of record in the office of the County Clerk of Garfield County, Oklahoma, on January 5, 1987, and was duly recorded in Book 1-22 at Page 656. The Garfield County Mortgage was given as security for the performances of its covenants and conditions and the payment of the Note.

15. That at the time of the execution of the Note, Colt Energy, executed and delivered to Citizens Bank a mortgage covering the following described Oil and Gas Property, situated in Grant County, State of Oklahoma, (hereinafter referred to as the "Grant County Mortgage"), to wit:

As their interest may appear in and to oil and gas leases,
to wit;

J. Walker - NE/4, §31-T29N-R6W
Ida A-1 - SE/4, SE/4, NW/4, §20-T25N-R5W
Ida #1 SWD - SE/4, NW/4, §20-T25N-R5W

Fothergill #1-8 - S/2, SE/4, §8-T25N-R5W
Mary Smith #1-29 - SW/4, NE/4, §29-T26N-R5W
Strecker #1-10 - §10-T25N-R5W
Vivian #1-21 - W/2, SW/4, NW/4 of §21-T25N-R5W

All located in Grant County, State of Oklahoma.

Said Grant County Mortgage was duly executed and acknowledged according to law, and was filed of record in the office of the County Clerk of Grant County, Oklahoma, on January 5, 1987, and was duly recorded in Book 417 at Page 240. The Grant County Mortgage was given as security for the performances of its covenants and conditions and the payment of the Note.

16. That at the time of the execution of the Note, Colt Energy, executed and delivered to Citizens Bank a mortgage covering the following described Oil and Gas Property, situated in Kingfisher County, State of Oklahoma, (hereinafter referred to as the "Kingfisher County Mortgage"), to wit:

As their interest may appear in and to oil and gas leases, to wit;

Hill #2-12 - E/2, NW/4, §12-T18N-R6W
Karrenbrock - SE/4, §7-T16N-R6W
Truell - SW/4, §26-T17N-R7W
W. Hill #1-3 - E/2, SW/4, §3-T18N-R6W
Spahn #5 - NW/4, §17-T15N-R5W
Tony #12-1 - NW/4, §12-T15N-R7W
Mary Zimmerman - SW/4, NW/4, §10-T18N-R6W
Beadle #1 - SE/4, SE/4, §16-T19N-R8W
Beadle #2 - SE/4, SE/4, §16-T19N-R8W
State #16-1 - SE/4, SE/4, NW/4, §16-T19N-R8W

All located in Kingfisher County, State of Oklahoma.

Said Kingfisher County Mortgage was duly executed and acknowledged according to law, and was filed of record in the office of the County Clerk of Kingfisher County, Oklahoma, on January 15, 1987, and was duly recorded in Book 939 at Page 27. The King-

fisher County Mortgage was given as security for the performances of its covenants and conditions and the payment of the Note.

17. That at the time of the execution of the Note, Colt Energy, executed and delivered to Citizens Bank a mortgage covering the following described Oil and Gas Property, situated in Noble County, State of Oklahoma, (hereinafter referred to as the "Noble County Mortgage"), to wit:

As their interest may appear in and to oil and gas leases, to wit;

William H. #2 - W/2, NE/4, §12-T20N-R1W
Fassnacht #1 - Lots 1 & 2, E/2, NW/4, §7-T20N-R1E
Verna Z. #1 - NW/4, §12-T20N-R1W

All located in Noble County, State of Oklahoma.

Said Noble County Mortgage was duly executed and acknowledged according to law, and was filed of record in the office of the County Clerk of Noble County, Oklahoma, on January 5, 1987, and was duly recorded in Book 3848 at Page 6. The Noble County Mortgage was given as security for the performances of its covenants and conditions and the payment of the Note.

18. The Creek County Mortgage, Logan County Mortgage, Major County Mortgage, Woods County Mortgage, Pottawatomie County Mortgage, Gonzales County Mortgage, Alfalfa County Mortgage, Blaine County Mortgage, Garfield County Mortgage, Grant County Mortgage, Kingfisher County Mortgage and Noble County Mortgage are collectively referred to hereafter as the "Mortgages"; and the oil and gas interests covered by said mortgages referred to as the "Oil and Gas Properties".

19. That the Mortgages provided that if default be made in the payment of any installment of principal or interest when due, the entire unpaid balance of principal and accrued interest shall be due and payable, at the election of the holder.

20. That Colt Energy has failed to pay principal and interest installments due in twelve (12) monthly payments of \$10,000.00 and one principal reduction of \$150,000.00 due on June 27, 1987, and that the Note and Mortgages have been in default since January 29, 1987.

21. That demand has been made upon said Defendant for payment of the installments due, but that the Defendant have wholly neglected, failed and refused to pay the same and is still in default and that Plaintiff has declared the entire unpaid principal sum together with interest thereon to be due and payable.

22. It was additionally agreed that in the event of foreclosure of said Mortgages, all parties liable for payment of the Note would pay the reasonable costs of collection including an attorney's fee of 15% of all sums then due.

23. As additional security for the Note Colt Energy on or about December 29, 1986 executed and delivered to Citizens Bank a Security Agreement (the "Security Agreement") granting to Citizens Bank a security interest in and to:

All materials, chattels, personal property and equipment, including, but not limited to, all pump units, flow lines, valves, tanks, separators, casing, tubing, rods, pumps, motors, engines and connections used or obtained in connection with the operation of those certain oil and gas mining leasehold estates as described on the attached Exhibit

"A". All oil stored on the surface of said leasehold estates is specifically included herein.

(A copy of the list of oil and gas mining leasehold estates is attached hereto and made a part of this Journal Entry by reference.)

24. That on December 29, 1986, Defendant Bruce Bonnett, executed and delivered to Citizens Bank, a certain guaranty agreement, (the "Guaranty") bearing the date of its execution and did thereby, for value received, and for the purpose of enabling Colt Energy to obtain or renew loans, credit, or other financial accommodations, guaranty to the Citizens Bank that said Bonnett would fully and promptly pay and discharge all indebtedness upon which Colt Energy now is or may hereafter, from time to time, become obligated to Citizens Bank either as principal, guarantor, endorser, or in any other capacity, whether created by contract dealing with Citizens Bank or through transfer from others, and regardless of the nature and form of such indebtedness or obligation, said Bonnett, did in fact, by executing said Guaranty become personally liable for said indebtedness.

25. That on April 3, 1987, Defendant Bruce Bonnett, individually executed and delivered to the Citizens Bank, a certain Agreement to Pledge (the "Pledge Agreement") bearing the date of its execution and did thereby, for value received, agree to pledge to the Plaintiff, and granted to the Plaintiff, a security interest in the following described collateral, to wit:

The undersigned Bruce Bonnett, hereby pledges the equipment, inventory and accounts receivable and the proceeds of the assets listed in the attached Exhibit A to the debt of Colt

Energy Ltd., P.O. Box 472, Enid, Oklahoma,
73702 and also to the debt of Colt Energy,
Inc.

("A copy of the list of inventory is attached hereto and made a part of this Journal Entry by reference). The equipment and other items and assets referred to in the Pledge Agreement and Security Agreement are collectively referred to as the "Collateral".

26. The Plaintiff's security interest in the Collateral was perfected by the filing of various financing statements.

27. Despite demand by Plaintiff, Bruce Bonnett has failed, neglected or refused to pay pursuant to his Guaranty and is in default.

28. The Plaintiff is entitled to immediate possession of the Collateral by virtue of its perfected security interest therein and the default by the Defendants under the terms of the Note, Guaranty, Pledge Agreement and the Security Agreement.

29. The Defendants have wrongfully detained the Collateral from the Plaintiff.

30. Plaintiff is entitled to immediate possession of all of the Collateral including all additions, replacements, substitutions and proceeds.

31. The Collateral, including but not limited to equipment, machinery, and accounts receivable, has not been in execution on any order or judgment against the Plaintiff, or for the payment of any tax, fine or amercement assessed against it or by virtue

of an order of delivery issued under the replevin statute, or any other mesne or final process issued against the Plaintiff: or, if taken in execution or on any order or judgment against the Plaintiff, that it is exempt by law from being so taken.

32. By virtue of the Mortgages, Pledge Agreement & Security Agreement, FDIC has a first, prior and superior security interest and lien in and to all of the Oil and Gas Properties as well as the Collateral.

33. Defendants, Colt Energy, Inc. and Bruce Bonnett may claim some right, title or interest in and to the Oil and Gas Properties or the Collateral however, the right, title and/or interest, if any of said Defendants is junior, subordinate and inferior to the right, title and interest of FDIC.

34. FDIC is entitled to foreclose the Mortgages on the Oil and Gas Properties to have the same sold with appraisalment and the proceeds applied in reduction of the indebtedness owed pursuant to the Note and Guaranty.

35. FDIC is also entitled to possession of the Collateral.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that Plaintiff, Federal Deposit Insurance Corporation, in its corporate capacity have and recover from and against Defendants Colt Energy, Inc. and Bruce Bonnett jointly and severally the principal sum of \$572,000 with interest accrued in the sum of \$36,743.05 as of July 2, 1987 with daily interest accruing at the rate of \$198.61 per day (15% per annum on said principal); all costs and expenses accrued and accruing and an attorneys fee to be set upon application by the Plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that Orders of Sale issue out of the office of the United States Court Clerk in this cause directed to the sheriffs of the various counties to levy upon, advertise and sell with appraisement the Oil and Gas Properties and to pay the proceeds to the Clerk of this Court for distribution first, to the costs of sale and second, to the judgment of Plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Collateral be seized by the Sheriff of the County in which it is located and that said Collateral be delivered to the Plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Mortgages, Pledge Agreement and Security Agreement created a first, valid, prior and superior lien in and to the Oil and Gas Properties and Collateral in favor of FDIC and that the interests of the Defendants herein are subsequent, junior and inferior to the lien and interest of the FDIC.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that from and after the date of sale of the Oil and Gas Properties as herein directed and the confirmation of such sale by the Court, the parties to this action shall be forever barred and foreclosed of and from any lien upon or claim adverse to the right, title and interest of the purchaser at said sale and the Defendants hereto and all persons claiming by, through, or under them since the commencement of this action are hereby perpetually enjoined and restrained from ever setting upon, setting up or asserting any lien upon, or right, title, interest or equity of

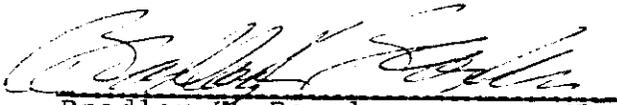
redemption in or to the Oil and Gas Properties adverse to the right, title and interest of the purchaser at such sale, if same be had and confirmed and that upon proper application by purchaser the Court Clerk shall issue a writ of assistance to the Sheriffs of said counties who shall thereon and forthwith place said purchaser in full and complete enjoyment of the Oil and Gas Properties.

IT IS SO ORDERED

(Signed) H. Dale Cook

United States District Judge

Approved as to form:



Bradley K. Beasley
of BOESCHE, McDERMOTT & ESKRIDGE
800 Oneok Plaza, 100 W. 5th St.
Tulsa, Oklahoma 74103
(918) 583-1777

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

MOUNTAIN MEDICAL LEASING, INC.)
)
 Plaintiff,)
)
 v.) 87-C-856-B
)
 AMERICAN MEDICAL SUPPORT, INC.)
 and RONALD CONQUEST)
)
 Defendant.)

FILED

MAY - 4 1988

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

ORDER AND JUDGMENT

This matter comes before the Court on Plaintiff Mountain Medical Leasing, Inc.'s motion for attorney's fee under the contractual provisions by the parties and under 12 Okla. Stat. §1580. Plaintiff includes the affidavit of the attorney for fees of \$9,328.25. Defendants have failed to respond. Plaintiff Mountain Medical Leasing, Inc. is hereby awarded attorney's fees against defendants American Medical Support, Inc. and Ronald Conquest in the amount of \$9,328.25.

IT IS SO ORDERED and entered this 4 day of

May, 1988.


THOMAS R. BRETT
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
 vs.)
)
 RUTH JEFFERS a/k/a RUTH E.)
 JEFFERS; FIDELITY FINANCIAL)
 SERVICES, INC., an Oklahoma)
 corporation; DON E. GASAWAY;)
 COUNTY TREASURER, Tulsa County,)
 Oklahoma; and BOARD OF COUNTY)
 COMMISSIONERS, Tulsa County,)
 Oklahoma,)
)
 Defendants.)

FILED

MAY 4 1988

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

CIVIL ACTION NO. 87-C-905-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 4th day
of May, 1988. The Plaintiff appears by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Phil Pinnell, Assistant United States Attorney;
the Defendants, County Treasurer, Tulsa County, Oklahoma, and
Board of County Commissioners, Tulsa County, Oklahoma, appear by
Doris L. Fransein, Assistant District Attorney, Tulsa County,
Oklahoma; the Defendants, Fidelity Financial Services, Inc., an
Oklahoma corporation, and Don E. Gasaway, appear by their
attorney Don E. Gasaway; and the Defendant, Ruth Jeffers a/k/a
Ruth E. Jeffers, appears not, but makes default.

The Court being fully advised and having examined the
file herein finds that the Defendant, County Treasurer, Tulsa
County, Oklahoma, acknowledged receipt of Summons and Complaint
on November 4, 1987; and that Defendant, Board of County

Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on November 4, 1987.

The Court further finds that the Defendant, Ruth Jeffers a/k/a Ruth E. Jeffers, was served by publishing notice of this action in the Tulsa Daily Business Journal & Legal Record, a newspaper of general circulation in Tulsa County, Oklahoma, once a week for six (6) consecutive weeks beginning February 2, 1988, and continuing to March 8, 1988, as more fully appears from the verified proof of publication duly filed herein; and that this action is one in which service by publication is authorized by 12 O.S. Section 2004(C)(3)(c). Counsel for the Plaintiff does not know and with due diligence cannot ascertain the whereabouts of the Defendant, Ruth Jeffers a/k/a Ruth E. Jeffers, and service cannot be made upon said Defendant within the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, or upon said Defendant without the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, as more fully appears from the evidentiary affidavit of a bonded abstracter filed herein with respect to the last known address of the Defendant, Ruth Jeffers a/k/a Ruth E. Jeffers. The Court conducted an inquiry into the sufficiency of the service by publication to comply with due process of law and based upon the evidence presented together with affidavit and documentary evidence finds that the Plaintiff, United States of America, acting on behalf of the Administrator of Veterans Affairs, and its attorneys, Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Phil

Pinnell, Assistant United States Attorney, fully exercised due diligence in ascertaining the true name and identity of the party served by publication with respect to her present or last known place of residence and/or mailing address. The Court accordingly approves and confirms that the service by publication is sufficient to confer jurisdiction upon this court to enter the relief sought by the Plaintiff, both as the subject matter and the Defendant served by publication.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on November 24, 1987; that the Defendants, Fidelity Financial Services, Inc., an Oklahoma corporation, and Don E. Gasaway, filed their Answer and Cross-Petition herein on November 10, 1987 and their Amended Answer and Amended Cross-Petition herein on December 18, 1987; and that the Defendant, Ruth Jeffers a/k/a Ruth E. Jeffers, has failed to answer and her default has therefore been entered by the Clerk of this Court.

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

Lot Fourteen (14), Block Eighteen (18),
SUBURBAN HILLS ADDITION to the City of Tulsa,
Tulsa County, Oklahoma, according to the
recorded Plat thereof.

The Court further finds that on November 14, 1972, Ruth Jeffers executed and delivered to the United States of America,

acting on behalf of the Administrator of Veterans Affairs, her mortgage note in the amount of \$12,000.00, payable in monthly installments, with interest thereon at the rate of four and one-half percent (4.5%) per annum.

The Court further finds that as security for the payment of the above-described note, Ruth Jeffers executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated November 14, 1972, covering the above-described property. Said mortgage was recorded on November 15, 1972, in Book 4043, Page 1979, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendant, Ruth Jeffers a/k/a Ruth E. Jeffers, made default under the terms of the aforesaid note and mortgage by reason of her failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendant, Ruth Jeffers a/k/a Ruth E. Jeffers, is indebted to the Plaintiff in the principal sum of \$8,769.24, plus interest at the rate of 4.5 percent per annum from October 1, 1986 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendant, County Treasurer, Tulsa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$230.00, plus penalties and interest, for the year of 1987. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, claims no right, title, or interest in the subject real property.

The Court further finds that the Defendants, Fidelity Financial Services, Inc., an Oklahoma corporation, and Don E. Gasaway, have a lien on the property which is the subject matter of this action by virtue of a Journal Entry of Judgment, Case No. CJ-86-03247, dated June 17, 1986, and corrected by an Order Nunc Pro Tunc to Enter Decree of Foreclosure, dated June 27, 1986, and filed in the District Court in and for Tulsa County, State of Oklahoma, on June 27, 1986 in the amount of \$12,835.51, with interest thereon at the rate of 21 percent per annum from the first date of default until paid, plus a reasonable attorney's fee of \$1,925.33. Said lien is inferior to the interest of the Plaintiff, United States of America.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem against Defendant, Ruth Jeffers a/k/a Ruth E. Jeffers, in the principal sum of \$8,769.24, plus interest at the rate of 4.5 percent per annum from October 1, 1986 until judgment, plus interest thereafter at the current legal rate of 7.01 percent 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, County Treasurer, Tulsa County, Oklahoma, have and recover judgment in the amount of \$230.00, plus penalties and interest, for ad valorem taxes for the year of 1987, plus the costs of this action.

IT IF FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Board of County Commissioners, has no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED THAT THE Defendants, Fidelity Financial Services, Inc., an Oklahoma corporation, and Don E. Gasaway, have judgment against the Defendant, Ruth Jeffers a/k/a Ruth E. Jeffers, in the amount of \$12,835.51, together with interest thereon at the rate of 21 percent per annum from the first date of default until paid and a reasonable attorney's fee of \$1,925.33.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisalment the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including the costs of sale of said real property;

Second:

In payment of the Defendant, County Treasurer, Tulsa County, Oklahoma, in the amount of \$230.00, plus penalties and

interest, for ad valorem taxes which are presently due and owing on said real property;

Third:

In payment of the judgment rendered herein in favor of the Plaintiff;

Fourth:

In payment of the Defendants, Fidelity Financial Services, Inc., an Oklahoma corporation, and Don E. Gasaway, in the amount of \$12,835.51, together with interest thereon at the rate of 21 percent per annum from the first date of default until paid, plus a reasonable attorney's fee of \$1,925.33.

The surplus from said 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 the above-described real 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, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

(Signed) H. Dale Cook

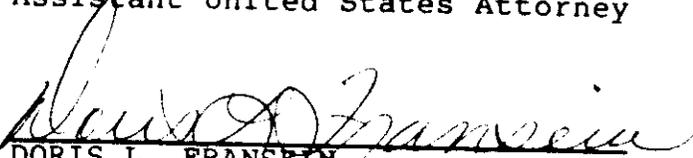
UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney



PHIL PINNELL
Assistant United States Attorney



DORIS L. FRANSEIN
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Tulsa County, Oklahoma



DON E. GASAWAY
Attorney for Defendants,
Fidelity Financial Services, Inc.,
an Oklahoma corporation and Don E. Gasaway

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

JOHN RUSSELL PENN,)
)
 Petitioner,)
)
 v.)
)
 JACK COWLEY and ATTORNEY)
 GENERAL, State of Oklahoma,)
)
 Respondents.)

87-C-829-B

FILED

MAY - 4 1998

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

ORDER

Petitioner John Russell Penn's application for a writ of habeas corpus pursuant to Title 28 U.S.C. §2254 is now before the court for determination. Petitioner is presently incarcerated in the Joseph Harp Correctional Center in Lexington, Oklahoma, pursuant to a judgment and sentence rendered in the District Court of Ottawa County, Case Nos. CRF-79-177 and CRF-79-261. Petitioner states that his conviction was affirmed by the Oklahoma Court of Criminal Appeals in Case No. F-81-406. Application for post-conviction relief was denied before the Ottawa County District Court, Case Nos. CRF-79-177 and CRF-79-261. Such denial was affirmed by the Court of Criminal Appeals, Case No. PC-87-292. Writ of habeas corpus was denied by the Court of Criminal Appeals, Case No. H-87-625.

Petitioner raises ten separate grounds upon which he seeks habeas corpus relief. These claims primarily involve denial of the right of effective assistance of counsel and the right against compelled self-incrimination, improper sentencing in violation of ex post facto prohibitions in the Constitution, and

denial of due process in that the right to direct appeal was barred and he was denied the use of state post-conviction procedures.

Respondents' Motion to Dismiss, which is now before the court, was filed March 9, 1988 and alleges petitioner has failed to exhaust his state remedies in regard to three of the nine grounds for relief raised by him. Petitioner responds that the three claims in question were not relevant until after he filed for post-conviction relief, as these claims challenge the procedural bar applied by the court in denying his application for relief, so therefore the nine claims are not "mixed claims", some exhausted and some not.

Title 28 U.S.C. §2254 provides in part:

(b) An application for a 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, or that there is either an absence of available State corrective process or the existence of circumstances rendering such process ineffective to protect the rights of the prisoner.

(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.

The Advisory Committee Note to Rule 5 of the Rules Governing § 2254 Cases in the United States District Courts states:

An alleged failure to exhaust state remedies as to any ground in the petition may be raised by a motion by the attorney general, thus avoiding the necessity of a formal answer as to that ground.

In Rose v. Lundy, 455 U.S. 509, 102 S.Ct. 1198, 71 L.Ed.2d 379 (1982), the United States Supreme Court held that a federal habeas corpus petition which contained exhausted and unexhausted claims (a "mixed petition") was required to be dismissed by the federal habeas corpus court. The Court stated:

Because a rule requiring exhaustion of all claims furthers the purposes underlying the habeas statutes, we hold that a district court must dismiss such 'mixed petitions,' leaving the prisoner with the choice of returning to state court to exhaust his claims or of amending or resubmitting the habeas petition to present only exhausted claims to the district court.

455 U.S. at 510.

In Jones v. Hess, 681 F.2d 688, 695 (10th Cir. 1982), the Tenth Circuit Court discussed the reasoning behind the Rose v. Lundy decision: "The Court noted that this rule 'will relieve the district courts of the difficult if not impossible task of deciding when claims are related, and will reduce the temptation to consider unexhausted claims.'"

A federal habeas petitioner must have fairly presented to the state courts the substance of his federal claim. See Anderson v. Harless, 459 U.S. 4, 103 S.Ct. 276, 74 L.Ed.2d 3 (1982), where the Supreme Court ruled:

... 28 U.S.C. § 2254 [28 U.S.C.S. § 2254] requires a federal habeas petitioner to provide the state courts with a 'fair opportunity' to apply controlling legal principles to the facts bearing upon his constitutional claim. It is not enough that all the facts necessary to support the federal claim were before the state courts ... or that a somewhat similar state-law claim was made. In addition, the habeas petitioner must have 'fairly presented' to the state courts the 'substance' of his federal habeas corpus claim.

74 L.Ed.2d at 7 (citations omitted). See also, Mabry v. Klimas, 448 U.S. 444, 100 S.Ct. 2755, 65 L.Ed.2d 897 (1980) (state must be given initial opportunity to pass upon and correct alleged violations of federal rights); Jones v. Hess, *supra*.

In Naranjo v. Ricketts, 696 F.2d 83, 87 (10th Cir. 1982), the court emphasized that a "rigorously enforced" exhaustion policy is necessary to serve the end of protecting and promoting the State's role in resolving the constitutional issues raised in federal habeas petitions.

The court finds that petitioner's Petition is indeed a "mixed petition", as claims seven through nine have not been exhausted in the state courts. Petitioner must present these claims, that an improper procedural bar was applied by the State when it considered his petition for post-conviction relief, to the state court for consideration before he seeks federal relief.

It is therefore Ordered that petitioner's application for a writ of habeas corpus pursuant to 28 U.S.C. §2254 is dismissed for failure to exhaust his state remedies in regard to three of the nine grounds for relief raised.

The Clerk of this Court is directed to furnish respondents a copy of this Order by mailing same to the Attorney General of the State of Oklahoma. The Clerk of this Court is further directed to mail a copy of this Order to Petitioner.

Dated this 4 day of May, 1988.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FLEET FINANCE, INC., a)
corporation,)
)
Plaintiff,)
)
vs.)
)
WILLIAM E. NEWTON and CHARLOTTE)
NEWTON, husband and wife; and)
REUBEN D. LEWIS and ROSE M.)
LEWIS, husband and wife; and)
FEDERAL NATIONAL MORTGAGE)
ASSOCIATION,)
)
Defendants.)

Case No. 87-C-427-C

F I L E D

MAY 4 1988

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

JOURNAL ENTRY OF JUDGMENT
AND DECREE OF FORECLOSURE

NOW on this 4th day of May, 1988, the above-entitled cause comes on for hearing before the undersigned Judge of the District Court. The Plaintiff, Fleet Finance, Inc. ("Fleet"), appearing by and through its attorneys, Doerner, Stuart, Saunders, Daniel & Anderson, by James P. McCann and L. Dru McQueen; the Defendant, Federal National Mortgage Association ("FNMA"), appearing by and through its attorneys, Brogan & Brogan, by Patrick Brogan; and the Defendants, William E. Newton and Charlotte Newton, husband and wife ("Newton") and Reuben D. Lewis and Rose M. Lewis, husband and wife ("Lewis"), although duly served with summons herein have failed to answer or otherwise appear and are in default hereunder.

The Court, having examined the pleadings, process and files in this cause and being fully advised in the premises, FINDS that

due and regular service of summons has been made upon all Defendants and each of them.

The Court finds that service upon Defendants Lewis has been made in this case by publication, and thereupon the Court proceeded to conduct a judicial inquiry into the sufficiency of Fleet's search to determine the whereabouts of the Defendants Lewis, and based upon the evidence adduced, the Court finds that Fleet has exercised due diligence and has conducted a meaningful search of all reasonably available sources at hand. The Court approves the publication service given herein as meeting both statutory requirements and the minimum standards of state and federal due process.

The Court FURTHER FINDS that the debts which are the subject of this action were contracted in Tulsa County, Oklahoma, and the property which is the subject of this action is located in Tulsa County, Oklahoma, thereby vesting this Court with jurisdiction over the action and making venue proper.

Upon review of the pleadings in this case, including the Affidavits of James P. McCann and L. Dru McQueen filed herein and the Entry of Default entered in this action against Defendants Newton and Lewis the Court FURTHER FINDS that there is no issue as to any material fact and that Judgment of Fleet should be granted.

The Court FURTHER FINDS that Defendant, William E. Newton, duly executed and delivered a promissory note to Defendants Lewis as more particularly described in the Complaint filed herein, which note was subsequently assigned by Lewis to Fleet Mortgage Corp. ("FMC"). Fleet is now the owner and holder of the note by

virtue of an Agreement between FMC and Fleet dated May 21, 1986. That as a result of Defendant William E. Newton's default in the performance of the terms and conditions of said promissory note, there is due to the Plaintiff Fleet from the Defendant, William E. Newton, the principal amount of \$14,335.16, and accrued interest in the amount of \$1,441.18 through September 2, 1986, and interest accruing thereafter at the rate of \$5.98 per diem, until paid in full, plus the costs of this action, abstracting costs and including a reasonable attorney's fee of \$ 750⁰⁰.

The Court FURTHER FINDS that Fleet has a good and valid second lien superior to the interests and claims of all others, except the claim of Defendant FNMA, on the real estate and premises described by virtue of the mortgage executed by Defendant, William E. Newton, and recorded on the 29th day of April, 1985, and in Book 4859 at Page 1079 in the records of the County Clerk of Tulsa County, State of Oklahoma, which mortgage secures the above-described indebtedness. Said mortgage was assigned by Lewis to FMC by instrument recorded in Book 4850 at Page 1080 and further assigned by FMC to Fleet by instrument recorded in Book 1979 at Page 2293 in the records of the County Clerk of Tulsa County, State of Oklahoma.

The Court FURTHER FINDS that the real estate which is subject to the above-described lien, as described in Fleet's mortgage herein sued upon, is situated in Tulsa County, Oklahoma, and is more particularly described as follows, to-wit:

All of Lot 7, except the South 5 feet thereof, Block 2, FAIRHILL ADDITION, to the City of Tulsa, Tulsa County, Oklahoma.

The Court FURTHER FINDS that Defendant FNMA has a good and valid first lien on the real estate and premises described above superior to the interests and claims of all others by virtue of the mortgage executed by Pearlie Edwards to Harry Mortgage Company and recorded on the 17th day of February, 1976, in Book 4202 at Page 2970, in the office of the County Clerk of Tulsa County, Oklahoma, given to secure a promissory note in the original principal amount of \$8,250.00. Subsequently, said mortgage and note were sold, transferred and assigned by Harry Mortgage Company to FNMA by instrument recorded in Book 4206 at Page 584 of the records of the Tulsa County Clerk. The unpaid principal balance of said note, as of June 1, 1987, is \$7,158.95, together with interest accruing thereon at the rate of 8 3/4% per annum from June 1, 1987, until paid in full, plus \$753.00 advanced for property preservation and flood insurance, \$542.86 advanced for ad valorem taxes and hazard insurance, \$106.00 in abstracting costs and \$500.00 attorney fees.

The Court FURTHER FINDS that the mortgage of the Plaintiff Fleet should be foreclosed and the real estate described above sold according to law, SUBJECT to the mortgage of FNMA, to satisfy the indebtedness hereinabove set forth, that the proceeds of such sale, after payment of the costs of the sale, should be distributed to the Plaintiff Fleet and the Defendants as hereinafter provided.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff Fleet have and recover judgment in personam

against the Defendant William E. Newton, and judgment in rem against the Defendants Newton, in the principal amount of \$14,335.16, and accrued interest through September 2, 1986, in the amount of \$1,441.18, and interest accruing thereafter at the rate of \$5.98 per diem, until paid in full, plus the costs of this action, accrued and accruing herein, including a reasonable attorney's fee in the amount of \$ 750.⁰⁰.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the above-described mortgage of Plaintiff Fleet is a valid second mortgage superior to the interests of all others, EXCEPT the mortgage of FNMA, on the real property and premises hereinbefore described.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the mortgage in favor of Fleet herein be, and the same is, hereby foreclosed, on the following described real estate and premises, and are hereby ordered to be sold SUBJECT TO unpaid ad valorem real property taxes, if any, and subject to the mortgage of FNMA, to satisfy the mortgage herein:

All of Lot 7, except the South 5 feet thereof, Block 2, FAIRHILL ADDITION, to the City of Tulsa, Tulsa County, Oklahoma,

and that a writ of execution and order of sale and foreclosure shall issue, commanding the Sheriff of Tulsa County to levy upon the above-described real estate, and after having the same appraised as provided by law, shall proceed to advertise and sell the same as provided by law, SUBJECT TO unpaid ad valorem real property taxes, if any, and subject to the mortgage of FNMA which secures a note with an outstanding balance of \$ 8,560.81 as of

plus interest accruing at 8 3/4 % per annum
April 1, 1988, and such Sheriff shall apply the proceeds arising from such sale as follows:

1. In payment of the costs of such sale and of this action;
2. In payment to Fleet the sum of \$15,776.34, together with interest thereon at the rate of \$5.98 per diem from September 2, 1986, until paid in full, plus the costs of this action, including a reasonable attorney's fee in the sum of \$ 750.00; and
3. The residue, if any, shall be held by the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that from and after the sale of the above-described real estate and after the confirmation of such sale by the Court, the Plaintiff and Defendants, and each of them, shall be forever barred and foreclosed of and from any claim or lien upon or adverse to the right and title of the purchaser of such sale, subject to the mortgage lien of Defendant, FNMA and the Plaintiff and Defendants *except defendant FNMA* herein, and all persons claiming by, through or under them since the commencement of this action are hereby perpetually enjoined and restrained from ever setting up or asserting any lien upon the right, title, equity or interest in and to the above-described real estate adverse to the right or title of the purchaser at such sale if, as to the sale of the above-described real property, the same be had and confirmed; and that upon application by the purchaser, the Clerk of the United States District Court for the Northern District of Oklahoma shall issue a writ of assistance to the Sheriff of Tulsa County, who shall, thereupon and forthwith,

place such purchaser in full and complete possession and enjoyment of the premises.

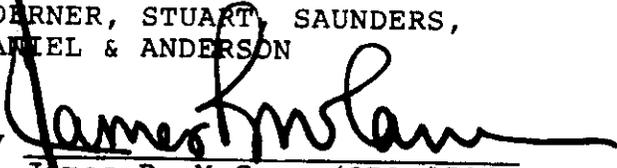
(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE
FOR THE NORTHERN DISTRICT OF
OKLAHOMA

APPROVED BY:

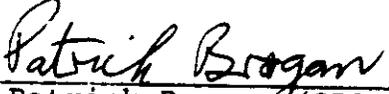
DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON

By


James P. McCann (OBA #5865)
L. Dru McQueen (OBA #10100)
Attorneys for Plaintiff,
Fleet Finance, Inc.

BROGAN & BROGAN

By


Patrick Brogan (OBA #1156)
203 Hightower Building
Oklahoma City, Oklahoma 73102

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

FILED

MAY 4 1988

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

HOLD OIL CORPORATION,)
a Florida Corporation,)
)
PLAINTIFF,)
)
v.)
)
ARKANSAS LOUISIANA GAS)
COMPANY and ARKLA, INC.,)
Successor in Interest to)
ARKANSAS LOUISIANA GAS)
COMPANY, a Delaware)
Corporation,)
)
DEFENDANTS.)

CASE NO. 86-C-532-E

**ORDER DISMISSING ALL CLAIMS
BETWEEN HOLD OIL CORPORATION and
ARKANSAS LOUISIANA GAS COMPANY, ET AL.**

The Court has before it for consideration the Joint Motion of the Plaintiff, Hold Oil Corporation, and Defendants, Arkansas Louisiana Gas Company and Arkla, Inc., Successor in Interest to Arkansas Louisiana Gas Company, a Delaware Corporation, for an order dismissing with prejudice all claims and causes of action asserted by and between those parties in this case.

FINDING that good cause exists for the granting of that Motion, it is hereby ORDERED that all claims and causes of action

asserted by and between Plaintiff, Hold Oil Corporation, and Defendants, Arkansas Louisiana Gas Company and Arkla, Inc., Successor in Interest to Arkansas Louisiana Gas Company, a Delaware Corporation, in this case are hereby dismissed with prejudice, with each of those parties to bear its own costs and attorney fees incurred herein.

IT IS SO ORDERED this 3rd day of May, 1988.

~~JAMES O. ELLISON~~

THE HONORABLE JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 VINCENT LYLE PROVENCE; LUCINDA)
 LEA PROVENCE; JEAN ANN REEVES,)
 a/k/a JEAN ANNE REEVES; COUNTY)
 TREASURER, Ottawa County,)
 Oklahoma; and BOARD OF COUNTY)
 COMMISSIONERS, Ottawa County,)
 Oklahoma,)
)
 Defendants.)

FILED

MAY - 3 1988

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

CIVIL ACTION NO. 86-C-904-B

DEFICIENCY JUDGMENT

Now on this 3rd day of May, 1988, there came on for hearing the Motion of the Plaintiff United States of America for leave to enter a Deficiency Judgment herein, said Motion being filed on the 14th day of March, 1988, and a copy of said Motion being mailed to Vincent Lyle Provence, "B" Troop 3-12 CAV, APO New York, New York 09076 and LuCinda Lea Provence, 1225 Shasta Drive #4, Colorado Springs, Colorado 80910 and all counsel of record. The Plaintiff, United States of America, acting on behalf of the Administrator of Veterans Affairs, appeared by Tony M. Graham, United States Attorney for the Northern District of Oklahoma through Peter Bernhardt, Assistant United States Attorney, and the Defendants, Vincent Lyle Provence and LuCinda Lea Provence, appeared neither in person nor by counsel.

The Court upon consideration of said Motion finds that the amount of the Judgment rendered herein on September 17, 1987,

in favor of the Plaintiff United States of America, and against the Defendants, Vincent Lyle Provence and LuCinda Lea Provence, with interest and costs to date of sale is \$34,466.18.

The Court further finds that the appraised value of the real property at the time of sale was \$11,500.00.

The Court further finds that the real property involved herein was sold at Marshal's sale, pursuant to the Judgment of this Court entered September 17, 1987, for the sum of \$10,301.00 which is less than the market value.

The Court further finds that the said Marshal's sale was confirmed pursuant to the Order of this Court on the 26th day of April, 1988.

The Court further finds that the Plaintiff, United States of America on behalf of the Administrator of Veterans Affairs, is accordingly entitled to a deficiency judgment against the Defendants, Vincent Lyle Provence and LuCinda Lea Provence, as follows:

Principal Balance as of 12/28/87	\$27,466.49
Interest	5,685.90
Late Charges to Date of Judgment	246.36
Appraisal by Agency	350.00
Management Broker Fees to Date of Sale	500.00
Publication Fees of Notice of Sale	<u>217.43</u>
TOTAL	\$34,466.18
Less Credit of Appraised Value	- <u>11,500.00</u>
DEFICIENCY	\$22,966.18

plus interest on said deficiency judgment at the legal rate of _____ percent per annum from date of deficiency judgment until paid; said deficiency being the difference between the amount of Judgment rendered herein and the appraised value of the property herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the United States of America on behalf of the Administrator of Veterans Affairs have and recover from Defendants, Vincent Lyle Provence and LuCinda Lea Provence, a deficiency judgment in the amount of \$22,966.18, plus interest at the legal rate of 7.01 percent per annum on said deficiency judgment from date of judgment until paid.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

PB/css

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

FILED

MAY -3 1988

JACOB D. SMITH, CLERK
U.S. DISTRICT COURT

SAMSON RESOURCES COMPANY,)
a corporation,)
)
Plaintiff,)
)
v.)
)
RELIANCE GAS MARKETING COMPANY,)
a subsidiary of Nicor)
Corporation,)
)
Defendant.)

Case No. 87-C-735-B

JOINT STIPULATION OF
DISMISSAL WITHOUT PREJUDICE

COME NOW the parties hereto, by their respective counsel,
and pursuant to Rule 41(a)(1), Fed. R. Civ. P., hereby stipulate
and agree that the above-captioned cause be dismissed, without
prejudice, each party to pay their own costs, pursuant to an
agreed settlement entered into between the parties.

DATED this 1 day of May, 1988.

Respectfully submitted,

BRUNE, PEZOLD, RICHEY & LEWIS

COMFORT, LIPE & GREEN, P.C.

By: John R. Decker
K. Pezold
John R. Decker
700 Sinclair Building
Six East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-0506

By: James E. Green, Jr.
James E. Green, Jr.
2100 Mid-Continent Tower
401 South Boston Avenue
Tulsa, Oklahoma 74103
(918) 599-9400

-and-

ATTORNEYS FOR PLAINTIFF,
SAMSON RESOURCES COMPANY

John R. Bonica
WINSTEAD, MCGUIRE,
SECHREST & MINICK
910 Travis St., Suite 1410
Houston, TX 77002-5895
(713) 655-0392

ATTORNEYS FOR DEFENDANT,
RELIANCE GAS MARKETING COMPANY

COMFORT, LIFE & GREEN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

200 MID-CONTINENT TOWER

401 SOUTH BOSTON AVENUE

TULSA, OKLAHOMA 74103

(918) 599-9400

TELECOPIER (918) 599-9404

RICHARD E. COMFORT
LARRY B. LIFE
JAMES E. GREEN, JR.
TIMOTHY T. TRUMP
JULIE GRIFFITH BUCKLEY
FRANCES J. STANTON

February 2, 1988

R. K. Pezold, Esq.
BRUNE, PEZOLD, RICHEY & LEWIS
700 Sinclair Building
Six East Fifth Street
Tulsa, OK 74103

Re: Samson Resources Company v. Reliance
Gas Marketing Company; United States
District Court for the Northern District
of Oklahoma Case No. 87-C-735-B

Dear Bob:

This letter agreement is to memorialize the terms of the dismissal without prejudice of the respective parties' claims in the above-referenced lawsuit. By executing this letter agreement, we are each representing that we have full authority to bind our respective clients to the terms hereof.

You have represented to me both in a telephone conversation and in your January 27, 1988 letter to me the following:

"Samson Resources Company ("Samson") independently negotiated with Northern Natural Gas Company ("Northern") to obtain transportation of the gas subject to the above captioned action. An agreement has been reached between Samson and Northern. In consideration of Northern's commitment to honor a nomination for the gas in question, Samson provided Northern a form of an offer of FERC Order 500 credits against take-or-pay liabilities which are currently in dispute between Samson and Northern. While Samson does not believe that any claim by Northern for Order 500 crediting will be valid, Samson nevertheless informed Reliance that Samson would attempt to hold Reliance liable for the difference between the contract price and any crediting price which Northern might eventually succeed in asserting. Thus, there may be questions of liability which survive the settlement and dismissal of the above-captioned action. In view of that potential liability, Reliance is reluctant to dismiss

its counterclaims, absent some assurances as a defense to Reliance's existing counterclaims. Samson has determined that Samson will provide those assurances."

As I have previously discussed with you, Reliance does not believe that it has any liability to Samson on any theory in this dispute and, to the contrary, believes that Samson would be liable to Reliance for damages if this matter was litigated to conclusion. However, Reliance is willing to forebear from prosecuting its claims as set forth in the above-referenced litigation for the time being in consideration of the terms and conditions set forth below.

Therefore, Samson and Reliance agree to the following terms and conditions:

1. Both parties will dismiss their respective claims and counterclaims in the above-styled and numbered cause without prejudice;
2. Samson waives any statute of limitations defense which Samson may now have, or which may accrue to Samson in the future, in respect of the two counterclaims made by Reliance in the above-captioned action;
3. Samson expressly reserves the right to assert a claim against Reliance for consequential damages that Samson may suffer in the future should Northern successfully assert a right to Order 500 credits in respect of the gas subject to the above-referenced litigation;
4. It is expressly understood by the parties that Reliance does not waive any statute of limitations defense regarding the claims asserted by Samson against Reliance in this litigation or the claim for consequential damages referred to in paragraph 3 above.
5. It is expressly understood and agreed by the parties that the fact of entering into this agreement is not and shall not be considered an admission of liability on any issue in dispute between them but represents an

J.W. J.E. Jr.
should Samson file it:
Complaint or a Complaint
based on the
assertions in
paragraph 3 above.

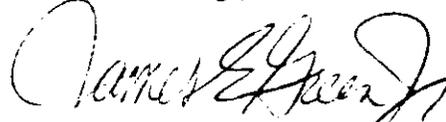
R. K. Pezold, Esq.
Page 3
February 2, 1988

agreement for the convenience of the parties;
and

6. This agreement shall not be admissible into evidence in any future litigation between the parties except to the extent necessary to enforce the terms hereof.

If this is consistent with your understanding of our agreement on behalf of our clients, please execute a copy of this letter in the space provided below and return it to me. I understand that you will then prepare the appropriate applications and dismissals without prejudice to effectuate the agreement. Thank you very much.

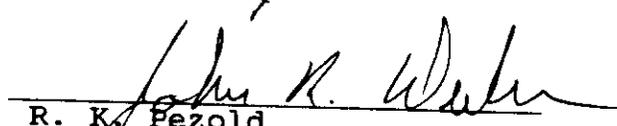
Sincerely,



James E. Green, Jr.
Attorney for Reliance
Gas Marketing Company

JEG/bw

Accepted and Agreed to this
1 day of ~~February~~^{May}, 1988.

By: 
R. K. Pezold
Attorney for Samson
Resources Company

FILED

MAY - 3 1988

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

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

LINDA FUGITT,

Plaintiff,

vs.

THE CIRCLE K CORPORATION,

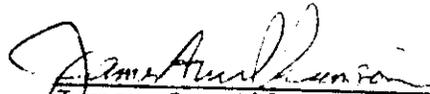
Defendant.

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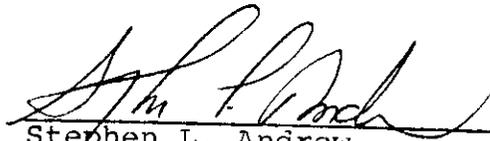
Case No. 87-C-551-B

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW the parties, LINDA FUGITT and THE CIRCLE K CORPORATION, and pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure jointly stipulate to dismissal with prejudice of all claims in this action, with each party bearing its own costs.



James A. Williamson OBA# 9698
1736 South Carson
Tulsa, Oklahoma 74119
(918) 587-7113
ATTORNEY FOR PLAINTIFF



Stephen L. Andrew OBA# 294
D. Kevin Ikenberry OBA# 10354
McCORMICK, ANDREW & CLARK
A Professional Corporation
Suite 100, Tulsa Union Depot
111 East First Street
Tulsa, Oklahoma 74103
(918) 583-1111
ATTORNEYS FOR DEFENDANT

JW49:36

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

FILED

MAY - 3 1988

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

DYCO PETROLEUM CORPORATION,)
a corporation,)
)
Plaintiff,)
)
v.)
)
OKLAHOMA GAS & ELECTRIC COMPANY,)
a corporation,)
)
Defendant.)

Case No. 87-C-121-B

ORDER OF DISMISSAL WITH PREJUDICE

This matter comes before the Court on the Joint Motion of the parties for dismissal of the above-styled case with prejudice. The parties have settled the above case to their mutual satisfaction and now request a dismissal with prejudice.

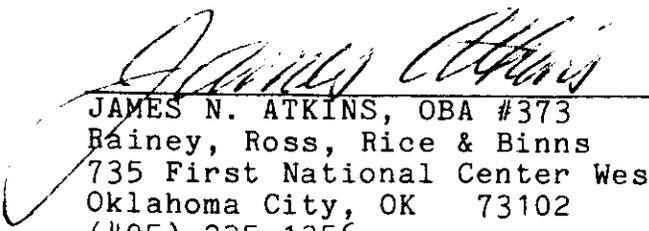
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above-styled case be, and is hereby dismissed with prejudice to its further filing.

S/ THOMAS R. BRETT
United States District Judge

Approved for Entry:

Mary B. Lewis
MARY B. LEWIS, OBA #5408
Brune, Pezold, Richey & Lewis
700 Sinclair Building
Six East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-0506

ATTORNEY FOR PLAINTIFF,
DYCO PETROLEUM COMPANY


JAMES N. ATKINS, OBA #373
Bainey, Ross, Rice & Binns
735 First National Center West
Oklahoma City, OK 73102
(405) 235-1356

ATTORNEY FOR DEFENDANT,
OKLAHOMA GAS & ELECTRIC COMPANY

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

F I L E D

MAY 7 1988

YELLOW FRONT SALES)
& RENTALS, INC.,)
)
Plaintiff,)
)
vs.)
)
THE TRAVELERS INSURANCE)
COMPANY, and THE CHARTER OAK)
FIRE INSURANCE COMPANY,)
)
Defendants.)

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

No. 87-C-476-E

ORDER OF DISMISSAL WITH PREJUDICE

On the Joint Motion of the plaintiff and the defendants it is ORDERED by the Court that the plaintiff's Complaint and this action be and they hereby are dismissed with prejudice to the bringing of another action upon the claims for relief asserted herein by the plaintiff.

Entered this 2nd day of May, 1988.

JAMES O. ELLISON, DISTRICT JUDGE

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

FILED

MAY -2 1988

JACK [unclear] CLERK
U.S. DISTRICT COURT

ANADARKO WORKOVER COMPANY, an Oklahoma Corporation,)	
)	
Plaintiff,)	
)	
v.)	Case No. <u>87-C-0019E</u>
)	
MANUFACTURERS HANOVER TRUST COMPANY, a New York Banking Corporation,)	
)	
Defendant.)	

NOTICE OF DISMISSAL OF ACTION WITH PREJUDICE

Anadarko Workover Company, an Oklahoma corporation ("Plaintiff), hereby dismisses with prejudice this action against Manufacturers Hanover Trust Company, a New York Banking Corporation ("Defendant"), and hereby respectfully represents to the Court as follows:

1. On January 11, 1988, Plaintiff filed the Complaint in this action and effectively served Defendant pursuant to Rule 4(c)(2)(C)(ii) of the Federal Rules of Civil Procedure.

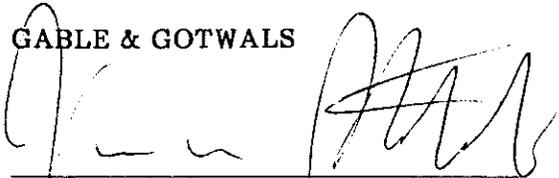
2. Defendant has not filed an answer or any motion for summary judgment in this action. In accordance with the provisions of Rule 41 (a) (1) of the Federal Rules of Civil Procedure, Plaintiff hereby dismisses this action with prejudice.

WHEREFORE, Plaintiff respectfully requests that the Court dismiss this action with prejudice.

Dated this 2nd day of May, 1988.

GABLE & GOTWALS

By:


James M. Sturdivant, OBA #8723
Robert S. Glass, OBA #10824
Randy R. Shorb, OBA #11517
2000 Fourth National Bank Bldg.
Tulsa, Oklahoma 74119
(918) 582-9201

Attorneys for the Plaintiff,
Anadarko Workover Company

CERTIFICATE OF SERVICE

This is to certify that true and correct copies of the above and foregoing Notice of Dismissal of Action with Prejudice were mailed by certified mail, return receipt requested, with proper postage prepaid, to Michael V. Snyder, Huffman, Arrington, Kihle, Gaberino & Dunn, 1000 ONEOK Plaza, Tulsa, Oklahoma 74103, and Albert X. Bader, Jr., Simpson, Thacher & Bartlett, counsel for the Defendant, by the undersigned on this 2nd day of May, 1988.


Randy R. Shorb

JKS/kr

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

FILED

MAY 7 1988

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

GEORGE S. BRISCOE, III,)
)
Plaintiff,)
)
vs.)
)
DARREN LEE SHEPHERD,)
)
Defendant.)

No. 86-C-602-E

ORDER OF DISMISSAL

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

UNITED STATES DISTRICT JUDGE