

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

CHESTER GO LLS, Administrator,  
Office of Price Administration,  
Plaintiff  
vs.  
MRS. R. W. SETTLER,  
Defendant

CIVIL ACTION NO. 1740

*Filed Mar. 20, 1946  
H. P. Warfield, Clerk  
W. J. Livingston, Attorney*

JOURNAL ENTRY

Now, on this 20th day of <sup>March</sup> February 1946, the above styled and numbered cause of action comes on for hearing before the Court upon the Stipulation in writing filed herein by the parties hereto. The Court finds that the parties have stipulated and agreed that the defendant made the collection of rents, as alleged in the Complaint, resulting in an overcharge in the sum of \$60.00, and that the defendant agrees that the plaintiff have and recover from the defendant the sum of \$120.00 as a result of the alleged overcharges; and it is further agreed that an injunction issue against the defendant enjoining and restraining the defendant from demanding or receiving rent in excess of the maximum legal rate upon the rental unit involved, and the Court being fully advised in the premises finds that an order should issue in accord with the terms of the said Stipulation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendant, her agents, servants, employees, representatives, attorneys, and all persons in active concert or participation with any of them be, and each of them are hereby enjoined and restrained from directly or indirectly:

1. Demanding or receiving rent in excess of the maximum legal rate upon the rental unit known and described as the dwelling house located northeast of Turley, Oklahoma, or the sum of \$45.00 per month, until such rent be hereafter adjusted by the Office of Price Administration.

It is further ordered and directed that the plaintiff have and recover from the defendant the sum of \$120.00 for the use and benefit of the

United States Treasury, and that the costs hereof be taxed against the defendant.

Ray H. Savage  
United States District Judge for the  
Northern District of Oklahoma

Dwight Malcolm  
C. B. Martin  
Attorney for Plaintiff

Dwight Mrs. R. T. Benton  
Defendant

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

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CIVIL NO.

1147

CERTAIN TRACT OF LAND IN THE COUNTY OF DELTA, STATE OF OKLA,  
containing approximately 77.90 acres, more or less; and  
Susanna Young Wilson Parit, et al., Defendants,

F I L E D  
MAR 21 1945

ORDER FIXING TITLE, DECREERING JUST COMPENSATION AND MAKING  
DISTRIBUTION AS TO TRACT NO.

H. P. WATFIELD  
CLERK OF THE DISTRICT COURT

26 (41 F. - 1257)

NOW, on this 20th day of March, 1945 there

coming on for hearing the application of the defendant Bellie Wilson

for an order fixing title, decreeing just compensation and making distribution  
as to Tract No. 26 (41 F. 1257)

and the Court being fully advised in the premises, finds:

That the defendant, Bellie Wilson was

the owner of the land designated as Tract No. 26 (41 F. 1257),

when this proceeding was commenced; that the petitioner filed a Declaration  
of Taking and deposited in the registry of this Court the estimated just

compensation in the sum of \$ 13.20 for the  
taking of a perpetual flowage easement upon and over

said tract of land; that this Court entered a judgment upon said Declaration  
of Taking filed by the petitioner, thereby vesting in the petitioner, United  
States of America, a perpetual flowage easement

and decreed that the owners and those having any right, title or interest in and  
to said land, have and recover just compensation for the taking of a perpetual flowage  
easement,

The Court further finds that the defendant, Nellie Wilson, in writing, agreed to grant and sell to the petitioner, a perpetual flowage easement upon and over said tract of land for the sum of \$ 13.20, which was accepted by the petitioner.

The Court further finds that the sum of \$ 13.20, is just compensation for the injuries and damages sustained by said defendant.

The Court further finds that no person, firm, corporation, or taxing subdivision of the state other than said defendant have any right, title or interest in and to said just compensation, except

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the defendant, Nellie Wilson, was

the owner of the land designated as Tract No. 26 (41 P 1257) when this proceeding was commenced, and that the sum of \$ 13.20

is just compensation for the damages sustained by the defendant; and that said defendant is the only person having any right, title or interest in and to said just compensation, except

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is hereby authorized and directed to make distribution from the funds deposited as just compensation for the taking of said tract, as follows, to-wit:

TO: Nellie Wilson, . . . . . Owner  
Tract No. 26 (41 P. 1257), . . . . . 13.20

21 Royce J. Savage  
J U D G E

FILED  
1946

H. H. WARFIELD  
CLERK OF DISTRICT COURT

... the case on ... his attorney, ... attorney, ... part a ... was made to ... and all ... might ... the sum ... treble ... edjoin- ... representatives ... as ...

... heard ... premises, ... plaintiff ...

... of the ... Cart, Elj ... all ...

... agents, ... was in

active concert or participation with them, be and they are hereby permanently restrained and enjoined from violating any of the provisions of Maximum Price Regulation No. 246, as amended, and particularly sections 1421.160 (a) (3) and 1421.161, relating to keeping records and making reports and fixing maximum selling prices for gray iron castings respectively.

It is further ordered by this court that due to the fact that the present officers of defendant corporation were not in charge when the prior violations occurred as set forth in the amended bill of complaint on file herein, that in the event no further violations of the regulation set forth herein occurs within a period of the next ninety (90) days time, upon proper motion being made by defendant, the injunction granted herein will be vacated and set aside.

Charles H. ...  
United States District Judge.

Case No. 12345

vs.

Plaintiff

MAR 10 1936

FILED  
MAR 10 1936

H. P. WARFIELD  
CLERK U. S. DISTRICT COURT

*Money*

That the defendant is indebted to the plaintiff in the sum of \$100.00, and that the plaintiff is entitled to recover the same with interest at the rate of 6% per annum from the date of the making of the loan until the date of payment.

That the defendant is indebted to the plaintiff in the sum of \$100.00, and that the plaintiff is entitled to recover the same with interest at the rate of 6% per annum from the date of the making of the loan until the date of payment.

That the defendant is indebted to the plaintiff in the sum of \$100.00, and that the plaintiff is entitled to recover the same with interest at the rate of 6% per annum from the date of the making of the loan until the date of payment.

It is the order of the court that the defendant do pay to the plaintiff the sum of \$100.00 with interest at the rate of 6% per annum from the date of the making of the loan until the date of payment.

Approved

*Israel B. Kline, atty.*  
*for defendant,*

*W. H. Savage*  
U. S. District Judge

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

City of Sapulpa, Oklahoma, )  
a Municipal Corporation, ex )  
rel Charles E. Fincke and )  
Percy O. Bengert, operating )  
under the firm name of Fincke, )  
Bengert & Company, )  
Plaintiffs, )  
vs. )  
1st Cause: Joe H. Allen, )  
et al., )  
Defendants. )

ENDORSED: Filed Mar. 25 1946  
H. P. WARFIELD, CLERK  
U. S. DISTRICT COURT

No. 123-Civil ✓

ORDER APPROVING AND CONFIRMING SALE  
OF REAL ESTATE MADE BY SPECIAL MASTER

Now on this 25 day of March, 1946, this matter coming on for hearing on the application of the plaintiffs for an order approving sale of real estate made by the Special Master herein, Byron V. Boone, and there being no objection made or filed and the plaintiffs appearing by their attorneys, and the court after an examination of the files and pleadings in said cause finds that heretofore and on or about the 11th day of January, 1946, there was issued out of the office of the Clerk of this Court an order as to certain properties involved in the above entitled cause, directing and commanding Byron V. Boone, Special Master, to make a sale of such property in the manner provided by law.

That thereafter said Special Master caused notice of sale to be published in the Democrat News, a newspaper published and of general circulation in Creek County, Oklahoma, for the time and in the manner required by law, which notice so published was in all respects in conformity to the provisions of the statute, and in said notice said Special Master stated that on the 15th day of February, 1946, at the hour of 2:00 o'clock p. m. at the East front door of the court house in the City of Sapulpa, Creek County, State of Oklahoma, he would offer for sale and sell all of the property described in said notice, in separate tracts to the highest bidder, for cash, after due and proper appraisement at not less than two-thirds of the net appraised value.

The court finds that all of the property sold at said sale was duly and legally appraised as by law provided, and further finds that on said 15th

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

United States of America,  
Plaintiff,  
vs.  
J.T. Baker and T.P. Baker,  
Defendants.

No. 1724 Civil

FILED  
MAR 26 1946

JOURNAL ENTRY

H. P. WARFIELD  
CLERK U. S. DISTRICT COURT

This matter coming on for hearing this 25 day of March, 1946, in its regular order and the United States of America appearing by Whit I. Maury, United States Attorney for the Northern District of Oklahoma, and the defendants J.T. Baker and T.P. Baker, appearing not. The court after being fully advised in the premises, finds that J.T. Baker and T.P. Baker have been duly notified of the pendency of this suit, but have not filed any pleadings in this court and that said defendants and each of them are wholly in default.

The court, after being fully advised in the premises, finds has filed its findings of fact and conclusions of law and that judgment should be entered for the plaintiff in accordance with said findings of fact and conclusions of law filed with the clerk of this court.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the title and right of possession of the following described real estate, to-wit:

southeast quarter of Northwest quarter and North-out quarter of Southwest quarter of Section 26, Township 25 North, Range 23 East, situated in Delaware County, Oklahoma,

be and the same hereby is forever settled and quieted in Susan Kingfisher, full-blood Cherokee Indian appearing opposite Roll No. 19465, as against all claims or demands of every kind and character whatsoever by the said defendants, J.T. Baker and T. P. Baker, and all parties claiming or to claim under, by or through them or any of them. That the deed from Susan Kingfisher to J.T. Baker, executed on the 7th day of November, 1939, and filed for record in the office of the County Clerk of Delaware County, Oklahoma, on the 28th day of December, 1940, at 11 o'clock a.m., and recorded in Book 142 at Page 391 of the records of said office and the deed from J.T. Baker to T.P. Baker, dated the 4th day of January, 1942, and filed for record in the office of the County Clerk of Delaware County, Oklahoma, on the 28th day of August, 1940, at 3 o'clock p.m., and duly recorded in Book 151 at Page 270 of the records of said office, be and the same are hereby cancelled and held for naught and removed as clouds on the title of the said Susan Kingfisher in and to the aforescribed premises.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the said defendants, J.T. Baker and T.P. Baker, and all parties claiming under, through or by them, or either of them, are hereby perpetually enjoined and forbidden to claim any right, title, interest or estate in or to said premises, hostile or adverse to the possession and title of Susan Kingfisher and that said defendants, J.T. Baker and T.P. Baker and all parties claiming under, through or by them or either of them, are hereby perpetually forbidden and enjoined from commencing any suit or action to disturb the said Susan Kingfisher in her said possession and title to the aforescribed real estate or from setting up any claim or interest adverse to the title of said Susan Kingfisher and from disturbing her in her peaceful and quiet enjoyment of said aforescribed premises, and

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the plaintiff have and recover the costs of this action from said defendants and each of them, for which let execution issue.

Ed. ...  
JUDGE.

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

DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CORA E. HUMPHREY, SUSAN CAMPBELL, MATHEW T. BETTON, FRANK H. BETTON, JR., ERNEST L. BETTON, JR., SIDNEY MUILEATER, CATHERINE MUILEATER, and the unknown heirs, executors, administrators, devisees, trustees, and assigns, immediate and remote, of Florence Betton, deceased, and appearing, either in person or by counsel,

Defendants.

CIVIL No. 1160

LANDS JOURNAL ENTRY NO. 1147 (Tract No. 1147 OF 1896)

H. F. WAINFIELD  
CLERK OF DISTRICT COURT

On the 12th day of November, 1945, the United States District Court for the Northern District of Oklahoma being duly and regularly convened and in session at Miami, Oklahoma, within said District, the above entitled proceeding as same relates to a certain tract of land involved therein, to-wit: Tract No. 11 (47 P. 1896), came on for trial in said court pursuant to previous assignment; the petitioner, United States of America, then and there appearing by Whit V. Mauzy, United States Attorney for the Northern District of Oklahoma, and E. J. Davidson, Special Assistant United States Attorney for the Northern District of Oklahoma, the defendants, Cora E. Humphrey, Susann Campbell, Mathew T. Betton, Frank H. Betton, Jr., Ernest L. Betton, Jr., Sidney Muleater, Catherine Muleater, and the unknown heirs, executors, administrators, devisees, trustees, and assigns, immediate and remote, of Florence Betton, deceased, not appearing, either in person or by counsel. The United States of America, as holder of the legal title of said Tract No. 11 (47 P. 1896) in trust, appearing and being represented by Chas. H. Wilson, Special Legal Representative, Office of Indian Affairs, Department of the Interior.

And the said parties then and there appearing, in open court, agreed to waive trial before a jury and agreed and consented that the trial should be before the court without the intervention of a jury.

The said parties then and there further agreed, that the compensation to be determined and awarded in the trial was that which would constitute just compensation for and on account of the expropriation by the United States of America of a perpetual easement upon and over the lands known and identified in this proceeding as Tract No. 11 (47 P. 1536) to inundate, submerge and flow said lands and to enter thereupon from time to time in the performance of such acts, for use in the completion and full utilization of the Grand River Dam (Pensacola) Project.

On March 1, 1934, after trial then and there had and held before the court sitting without a jury, the court found, adjudged and decreed, that said Tract No. 11 (47 P. 1536) consists of the following described lands, to-wit:

(Perpetual Easement for Permanent Flowage)

All that part of the 33<sup>rd</sup> 1/2<sup>th</sup>, all that part of the 2<sup>nd</sup> 1/2<sup>th</sup>, and all that part of Lot 1 in Sec. 22, T. 27 N., R. 23 W. of the Indian Base and Meridian, Suwanee Survey, in Ottawa County, Oklahoma, lying below Elev. 706.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 18.7 acres, including the bed and banks of Grand River adjacent to said Lot 1.

(Perpetual Easement For Intermittent Flowage During Flood Season)

All that part of said 33<sup>rd</sup> 1/2<sup>th</sup>, all that part of said 2<sup>nd</sup> 1/2<sup>th</sup>, and all that part of said Lot 1 lying between Elev. 706.1 Sea Level Datum and Elev. 700 Sea Level Datum, containing approximately 13.8 acres.

And, that on March 1, 1934, the said United States of America, acquired and became vested with title to a perpetual easement upon and over the lands comprising said Tract No. 11 (47 P. 1536), under and in virtue of which a grant the United States of America has the right, power, and privilege to inundate, submerge and flow said lands and to make entry thereupon from time to time in the performance of such acts, for use in the completion and full utilization of the Grand River Dam (Pensacola) Project; and further,

That in connection with the taking of said perpetual easement, as estimated just compensation therefor, the United States of America paid into the registry of this court, on March 1, 1934, the sum of \$1,169.25; and thereafter, pursuant to an adjudication and order of the court made in this proceeding on December 22, 1934, the sum of \$20.00, as just compensation for

the damage done by the May, 1943-flood to the crops growing upon the lands comprising said tract No. 11 (47 PG 1536), was paid out of undesignated just compensation, to one Claude L. Morgan, a party defendant in this proceeding.

AND BY THE COURT AND IN SAID ORDER, ON THE 12TH DAY OF NOVEMBER, 1943, IT IS BY THE COURT FURTHER ORDERED, ADJUDICATED DECREED, that the sum of \$205.00 heretofore awarded and paid out in this proceeding for damage done by the May, 1943-flood to crops growing upon the lands comprising said tract No. 11 (47 PG 1536), and, a further and additional sum of \$1,037.25, the sum added is, full and just compensation for and an account of the expropriation by the United States of the perpetual easement aforementioned, and further,

That the petitioner, United States of America, pay into the registry of this court the sum of \$205.00, to be applied in payment of the deficiency between the total of the just compensation awarded herein and the amount of estimated just compensation heretofore deposited by said petitioner in connection with the acquisition of the perpetual easement for flowage upon and over the lands comprising said tract No. 11 (47 PG 1536).

To the judgment aforementioned, said defendants, and the petitioner, each timely excepted, and said exceptions overruled by the court allowed.

OK

\_\_\_\_\_  
[Signature] Judge

\_\_\_\_\_  
/s/ R. L. Davidson

OK

\_\_\_\_\_  
/s/ Chas. B. Simon

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

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CERTAIN PARCELS OF LAND IN DELAWARE COUNTY,  
OKLAHOMA, containing approximately 21.90  
acres, more or less; and C. M. Rebman,  
et al.,

Defendants.

CIVIL NO. 1173

FILED

H. F. WATKINS  
CLERK OF DISTRICT COURT  
ORDER FIXING TITLE, DECREERING JUST COMPENSATION  
AND MAKING DISTRIBUTION AS TO TRACT NO.  
23 ( 28 FW 961)

NOW, on this 26th day of March, 1946, there coming on for hearing the application of the defendant, O. F. Legg, for an order fixing title, decreeing just compensation and making distribution as to Tract No. 23 (28 FW 961), and the Court being fully advised in the premises, finds:

That the defendant, O. F. Legg, was the owner of the land designated as Tract No. 23 (28 FW 961), when this proceeding was commenced; that the petitioner filed a Declaration of Taking and deposited in the registry of Court as estimated just compensation the sum of \$800.00, for the taking of a perpetual flowage easement upon and over said tract of land; that the Court entered a judgment upon said Declaration of Taking, thereby vesting in the petitioner, United States of America, a perpetual flowage easement upon and over said tract and decreed that the owners and those having any right, title or interest in and to said land, have and recover just compensation for the taking of said perpetual flowage easement.

The Court further finds that the commissioners appointed by the Court returned their report on May 16, 1945, awarding damages for the taking of said Tract No. 23 (28 FW 961) in the amount of \$1,000.00; that more than sixty days have elapsed, that no demands for jury trial or exceptions to the report of commissioners have been filed and that said award has become final; that the

deficiency of \$200.00 has not been paid into the registry of the Court, but that applicant is entitled to the amount of \$800.00 now on deposit and that no other person, firm, or corporation has any claim, right, title or interest in and to said land or the award therefor; that there are no delinquent unpaid taxes upon said land, and that said sum of \$1,000.00 is just compensation for the estate and rights taken by the petitioner.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the defendant, O. F. Legg, was the owner of the land designated as Tract No. 23 (28 FW 961) when this action was begun, that the sum of \$1,000.00 is just compensation for the damages sustained by the defendant, and that he is entitled to the sum of \$800.00 now on deposit and to the further sum of \$200.00 when it has been deposited in the registry of the Court.

IT IS FURTHER ORDERED that the Clerk of the Court be, and he is hereby authorized and directed to make distribution from the funds deposited as just compensation for the taking of said tract as follows, to wit:

TO: O. F. Legg, . . . . . Fee Owner  
Tract No. 23 (28 FW 961), . . . . . \$800.00

*Royce H. Jwaye*  
\_\_\_\_\_  
J U D G E



having filed his answer and amended by his attorney,  
William F. Knight, and it being stipulated and agreed  
by the defendant through his attorney that the allegations  
contained in said libel of information are true and correct  
and the Court having heard the evidence in support of said  
libel, the Court finds that the 1941 Ford Pickup Truck,  
Motor No. 1040,400,300" was used in violation of the  
Internal Revenue Laws of the United States of America and  
should be forfeited and that the claim of Leonard J. Live-  
more as the owner of said truck should be denied. The Court  
further finds that said Leonard J. Live-more had heretofore  
acted as lead basis for the return of said truck and that  
said truck has been returned to the custody of the United  
States Marshal without any damages thereto, that said lead  
and its parties hereto should be discharged and discharged.

IT IS ORDERED, ADJUDGED, AND DECREED by the  
Court that all defensions herein be, and the same is hereby  
denied as to the above described 1941 Ford Pickup Truck and  
that the claim of Leonard J. Live-more be, and the same is  
hereby denied.

IT IS ORDERED, ADJUDGED, AND DECREED by the  
Court that the publication of the list of procurement  
for the delivery of said truck to the District Supervisor,  
Alcohol Tax Unit, Bureau of Internal Revenue, Treasury De-  
partment, Kansas City, Missouri, or his duly authorized  
representative, pursuant to Section 734 of the Internal Revenue  
Laws and Infringement Act is hereby allowed.

IT IS ORDERED, ADJUDGED, AND DECREED by the  
Court that all attacks charges incident to the seizure herein  
be, and the same are hereby ordered paid by the above named  
agency.

AS IN AND TO THE EFFECTS, ADJUSTED, AND ORDERED by the Court that the bond heretofore filed herein by the said Leonard J. Liversay be, and the same is hereby exonerated and his sureties upon said bond discharged.

(signed) Royce H. Savage

JUDGE

C. A. T. 1957:

/s/ Bill T. Conroy  
Bill T. Conroy  
United States Attorney.

/s/ John J. Malone  
John J. Malone, Assistant  
United States Attorney

/s/ William Knight Rogers  
WILLIAM KNIGHT ROGERS, Attorney  
for Leonard J. Liversay.

/s/ Royce H. Savage

JUDGE

NORTHERN DISTRICT OF ONTARIO

IN SENATE

Petitioner,

-vs-

CIVIL NO. 1165

OTTEWILLE LOTS 1 & 2 IN OTTAWA COUNTY,  
Ontario, containing approximately 72.00  
acres, owned by Jess and William E.  
Phillips, et al.,

Defendants.

FILED  
APR 11 1946

R. B. WARFIELD  
CLERK OF THE COURT

STATEMENT OF PETITIONER

On this 3rd day of April, 1946, the above cause comes on for hearing pursuant to the regular assignment for the determination of the rightful claimants in and to the lands that may have been the subject of and may hereafter be the subject of the above entitled proceeding for rightful claimants through the owners of the real estate and the estate therein taken and involved in this proceeding as hereinafter described and described.

And the Court being duly advised that the realises thereof as the hereinafter named persons, firms, corporations and political subdivisions of the State are the owners of and/or have a right, title or interest in and to the lands involved herein, and that no person, firm, corporation or political subdivision of the State has and does not have a right, title or interest in and to said lands other than those hereinafter named that the person and those having any right, title or interest therein are the lands hereafter named and set forth and are only persons, firms and corporations and not any right, title or interest in and to the said lands and are not persons that may hereafter be named, and that the said persons are claiming for the rightful claimants thereof.

... RECEIVED, ADMITTED AND RECEIVED by the Court that the following named persons, firms and corporations are the owners of and have an undivided title or interest in and to the lands described herein as her hitherto designated, and that they are the only persons having any title, title or interest in and to said lands that are now on deposit and that may hereafter be deposited for the use and benefit of the rightful claimants thereto, as the owners or those having any right, title or interest therein to the real estate involved in this proceeding, and that the Clerk of said Court is, and he is hereby authorized and directed to make distribution of said lands to said persons, firms and corporations as hereinafter set forth as follows, to wit:

PAGE NO. 1 (20 1 1938)

Flowage Payment

William B. Callister,  
 Robert L. Callister,  
 Charles H. Callister,  
 Public Use Callister, . . . . . \$100.00  
 (Commissioners' award)

PAGE NO. 2 (20 2 1938)

Flowage Payment

Clay A. Abbott, )  
 City of Chicago, )  
 . . . . . ) \$1.75  
 (This check payable to Clay A. Abbott and City of Chicago,  
 as assignees of the claimants  
 (Commissioners' award)

PAGE NO. 3 (20 3 1938)

Flowage Payment

Raymond J. Schinger, . . . . . \$100.00  
 Jack J. . . . . \$100.00  
 (This check payable to Jack J. . . . . \$100.00  
 (Commissioners' award)

TRACT NO. 4 (43 1120)

Flowage Easement

Jeff O'Fields, - - - - fee owner - - - - - 10.00  
(restricted)

Walter P. Williams, - - tenant

(Make check payable to Treasurer of the United States for Jeff O'Fields, P. O. Box No. 2800 - restricted)  
(Commissioners' award)

TRACT NO. 5 (43 1131)

Flowage Easement

W. J. Muffaker, - - - - fee owner, - - - - - 5.00  
(Commissioners' award)

TRACT NO. 6 (43 1132)

Flowage Easement

United States of America, in Trust  
for Arizona Maggie Whitcomb, - - - fee owner, - 10.80

(Make check payable to Treasurer of the United States for the use and benefit of Arizona Maggie Whitcomb)  
(Commissioners' award)

TRACT NO. 7 (43 1133)

Flowage Easement

Walter Smith, - - - - fee owner, - - - - - 10.00  
(Commissioners' award)

TRACT NO. 8 (43 1134)

Flowage Easement

Paul Childress, )  
George W. Richardson, ) - - - - - 10.00  
Paul Childress, )  
(Commissioners' award)

TRACT NO. 9 (43 1135)

Flowage Easement

(Title fixed and distribution made under order dated December 11, 1941)

TRACT NO. 10 (43 1136)

Flowage Easement

(Title fixed and distribution made under order dated August 22, 1941)

TRACT NO. 11 (43 1137)

Flowage Easement

Charry Ray Palmer, now Ferrall, - - - - fee owner, - - - - - 10.80  
(Commissioners' award)

TRACT NO. 12 (49 77 1223)

Flowage Easement

John Nichols, - - - - Fee owner, - - - - - \$2,00  
(Commissioners' award)

TRACT NO. 13 (49 77 1224)

Flowage Easement

(Title Fixed and distribution made under order  
dated August 4, 1945)

TRACT NO. 14 (49 77 1225)

Flowage Easement

John F. Snook, - - - - Fee owner, - - - - - \$6,00  
(Commissioners' award)

TRACT NO. 15 (49 77 1226)

Flowage Easement

John F. Snook, - - - - Fee owner, - - - - - \$3,00  
(Commissioners' award)

TRACT NO. 16 (49 77 1227)

Flowage Easement

(Title Fixed and distribution made under order  
dated December 30, 1945)

TRACT NO. 17 (49 77 1228)

Flowage Easement

(Title Fixed and distribution made under order  
dated August 3, 1944)

TRACT NO. 18 (49 77 1229)

Flowage Easement

James W. Hollison, )  
Blanche Hollison, ) - - - - Fee owner, - - - - - \$12,00  
(Commissioners' award)

TRACT NO. 19 (49 77 1231)

Flowage Easement

Lessie Hunt, )  
Paul Frank Logan, )  
William James Hatch ) - - - - Fee owner, - - - - - \$1,000  
(Commissioners' award)

TRACT NO. 20 (49 77 1232)

Flowage Easement

(Title Fixed and distribution made under order  
dated October 31, 1945)

TRACT NO. 21 (40 PM 1934)

Flowage Payment

Robert C. Gray, - - - - - fee owner, - - - - - 30.00

(No check payable to Robert C. Gray and  
J. W. Smith, Attorney-in-Fact for E. W.  
Smith, L. W. Lampton, Dora Jones, May  
Larson, J. M. Johnson, Carroll Johnson,  
Alice Johnson, Walter L. Burnett and only  
beneficial owners' award)

TRACT NO. 22 (40 PM 1934)

Flowage Payment

Leola J. Holstert; )  
Victor Holstert; )  
Ethel Holstert; )  
Richard Holstert; )  
Verne Holstert; ) - - - fee owners, - - - - - 100.00  
Lea Holstert; )  
Arlene Schaefer; )  
Dora Schaefer; )  
Lucille Leitch, now Hill; )  
Elsie Leitch; )  
Bernd Leitch; )

E. W. Snow, - - - - - tenant

(Check check payable to all of the owners for 25.00 and  
to E. W. Snow, - - - tenant, for - - - - - 15.00)  
(Commissioners' award)

TRACT NO. 23 (40 PM 1936)

Flowage Payment

(Title fixed and distribution made under order  
dated February 10, 1946)

TRACT NO. 24 (40 PM 1936)

Flowage Payment

Myrtle M. Gaushary, - - - - - fee owner, - - - - - 71.80  
(Commissioners' award)

IT IS HEREBY ORDERED that this case be sold upon for such other  
and further orders, judgments and decrees as may be necessary in the premises.

*Ray H. Gray*  
\_\_\_\_\_  
Clerk

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

Harold H. Laidley,

Plaintiff,

vs.

Manning, Maxwell & Moore Inc.,  
a corporation,

Defendant,

) FILED  
) Apr 4 1946  
) H. P. Warfield, Clerk  
) U. S. District Court

) No. 1661 C

DECREE

On this 6th day of February, 1946, on a day and time duly and regularly set, before the undersigned Judge, the above entitled cause came on for trial and hearing upon its merits. Plaintiff appeared in person and by his attorney of record, Max G. Cohen, and defendant appeared by its attorney of record, C. A. Warren, of Ownby and Warren.

The Court, having heard and considered testimony and oral and written evidence, introduced by plaintiff, and introduced on part of defendant, and oral and written evidence introduced by agreement of plaintiff and defendant, having heard statement and argument of counsel, continued the trial until 9:30 o'clock of February 11, for further consideration. At said appointed time, plaintiff appeared in person, and by his attorney of record, and defendant appeared by its attorney of record. The Court, having heard counsel and being fully advised in the cause, finds the issues of fact and law in favor of plaintiff, and that the allegations of plaintiff's petition have been established and sustained in accordance with the finding of facts and law made by the Court in this cause. The court finds that plaintiff, during his period of employment by defendant, was engaged in the production of goods for commerce and worked overtime hours, for which he was not compensated by defendant. The amount of overtime pay or compensation for which defendant was obligated to plaintiff totaled \$763.42. Defendant is also liable and obligated to plaintiff in a like sum of \$763.42 as liquidated damages, and defendant is further liable and obligated to plaintiff in the sum of \$200.00, an allowance for attorneys fee, and plaintiff is entitled to judgment against defendant for said sums and the costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That plaintiff shall be and is hereby granted judgment against defendant in the total sums of \$763.42 as unpaid overtime compensation, and the sum of \$763.42 as liquidated damages, and the sum of \$200.00 as attorneys fee or the total sum of \$1726.84 and costs.

ROYCE H. SAVAGE

\_\_\_\_\_  
Judge

O.K. OWNBY AND WARREN  
By C. A. WARREN

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE DISTRICT OF COLUMBIA.

MARGRETA L. THOMAS,

Plaintiff,

Civil Action

-78-

No. 1068.

F. B. Harris, and others,

Defendants.

ORDER OF THE COURT DENYING AND DISMISSING.

M. F. WARFIELD  
CLERK OF DISTRICT COURT

This cause coming on to be heard upon the motion made for George W. Harris, by Heichtstill Woods his attorney, and the Court having read of the record and being heard arguments by counsel:

It is ordered by the court that the summons and the return of service made by the Marshal for the Northern District of Illinois at Chicago as to George W. Harris be quashed, and that the suit as to said defendant be dismissed, and that he go hence without day, and that he recover his costs against the plaintiff in this action:

And it is further ordered by the court in this action that the summons and the return of service made by the Marshal for the Northern District of Illinois at Chicago as to F. B. Harris be quashed, and that the suit as to said defendant be dismissed, and that he go hence without day.

WITNESSETH:

(5) Royce H. Savage  
Judge of United States District Court  
for the District of Columbia.

DATED: March 27, 1948.

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

Frank A. Thompson, Trustee, St. Louis- )  
San Francisco Railway Company, )  
Bankrupt, )  
Complainant, )

No. 1691

v.

Bristow Gin Company, a domestic  
corporation,

Defendant.

DISMISSAL WITH PREJUDICE

Comes now the plaintiff above named and in consideration of the  
payment by the defendant of the amount of \$84.93, and with leave of  
court first granted, dismisses the above entitled cause with prejudice.

DOERNER, RINEHART & STUART  
National Bank of Tulsa Bldg., Tulsa, Okla.

CRUCE, SATTERFIELD & FRANKLIN  
By Ben Franklin  
411 Colcord Bldg., Oklahoma City, Okla.

Permission granted to dismiss with prejudice.

Dated April 4, 1946.

ROYCE M. SAVAGE  
J U D G E

FILED Apr 4 1946  
H. P. Warfield, Clerk  
U. S. District Court



UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

v.

One 1941 Oldsmobile Sedan, Motor  
No. G-288161, and approximately  
16.326 gallons of assorted taxpaid  
intoxicating liquor seized therein,  
Eugene Moore and Cunningham Loan  
and Investment Company, a corp.,

Claimants.

No. 1737 Civil

FILED

H. P. WARFIELD  
CLERK U. S. DISTRICT COURT

JOURNAL ENTRY OF JUDGMENT

NOW on this 19th day of February, 1946, this action having come on before the Court pursuant to regular assignment for trial, libelant appearing by Whit Y. Maury, United States Attorney, and John W. McCune, Assistant United States Attorney, for the Northern District of Oklahoma, and the Claimants, Eugene Moore and Cunningham Loan and Investment Company, a corporation, having filed their answer and appearing by their attorneys, Dyer and Powers, and the libelant and said claimants presented their evidence and rested, and the Court, after hearing the arguments of counsel, continued said action until the 5th day of March, 1946. On this 5th day of March, 1946, the Court having heard additional arguments and having announced its decision and directed that Findings of Fact and Conclusions of Law be filed. Now on the 9th day of April, 1946, said matter having come on for hearing for entry of judgment, the Court finds that the said 1941 Oldsmobile Sedan, Motor No. G-288161 should be forfeited, that the claim of the Cunningham Loan and Investment Company, a corporation, for remission should be allowed, and that the claim of Eugene Moore to two certain Hood automobile tires should be allowed.



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

L. G. KEPLER, Plaintiff,  
vs.  
A. H. KASISHKE, and CORALENA  
OIL COMPANY, a Delaware  
Corporation, Defendants.

No. 1245 - Civ

FILED

JOURNAL ENTRY OF JUDGMENT

H. P. WARFIELD  
CLERK OF DISTRICT COURT

THIS CAUSE heretofore having been tried, and the court heretofore having made and entered on the 2nd day of March, 1946, Findings of Fact and Conclusions of Law, this matter comes on to be heard upon the form of Journal Entry, plaintiff appearing by his counsel, Mr. W. A. Breckinridge, and Mr. Byron V. Boone, World Building, Tulsa, Oklahoma, and the defendants appearing by their counsel, Messrs. Frank T. McCoy, John T. Craig, and John R. Pearson, Pawhuska, Oklahoma, and upon consideration of the evidence and in accordance with the Findings of Fact and Conclusions of Law, reference to which is hereby made, it is by the Court,

CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, L. G. Keppler, have and recover of and from the defendants, A. H. Kasishke, and the Coralena Oil Company, a Delaware corporation, an undivided one-sixteenth working interest in and to the following described oil and gas leases and leasehold estates which are the subject-matter of this action, to-wit:

1/16 of 7/8 W. I. in the West Half of the Northeast Quarter (W/2 NE/4) of Section 6, Township 15 S, Range 13 West;

1/16 of 31/32 of 7/8 W.I. in the Northwest Quarter NW/4 of Section 17, Township 15 S, Range 13 West;

1/16 of 7/8 W.I. in the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 19, Township 15 S, Range 13 West;

1/16 of 7/8 W.I. in the South Half of the Southeast Quarter (S/2 SE/4) of Section 19, Township 15 S, Range 13 West;

1/16 of 7/8 W.I. in the East Half of the Southwest Quarter (E/2 SW/4) and West Half of the Southeast Quarter (W/2 SE/4) of Section 20, Township 15 S, Range 13 West;

1/16 of 7/8 W.I. in the Southeast Quarter (SE/4) of Section 30, Township 15 S, Range 13 West;

1/16 of 7/8 W.I. in the West Half of the Southeast Quarter (W/2 SE/4) of Section 29, Township 15S, Range 13 West;

1/16 of 7/8 W.I. in the West Half of the Northwest Quarter (W/2 NW/4) of Section 29, Township 15 S, Range 13 West;

1/16 of 7/8 W.I. in the South Half of the Southwest Quarter (S/2 SW/4) of Section 28, Township 15S, Range 13 West;

1/16 of 7/8 W.I. in the North Half of the Northwest Quarter (N/2 NW/4) of Section 32, Township 15 S, Range 13 West;

1/16 of 7/8 W.I. in the North Half of the Northwest Quarter (N/2 NW/4) of Section 30, Township 15 S, Range 13 West;

1/16 of 7/8 W.I. in the South Half of the Northwest Quarter (S/2 NW/4) and the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section 16, Township 15S, Range 13 West;

1/16 of 7/8 W.I. in the East Half of the Northeast Quarter (E/2 NE/4) of Section 29, Township 15 S, Range 13 West;

1/16 of W.I. in the West Half of the Southwest Quarter (W/2 SW/4) of Section 14, Township 15 S, Range 13 West;

1/16 of W.I. in the West Half of the Southeast Quarter (W/2 SE/4) of Section 14, Township 15 S, Range 13 West,

1/16 of W.I. in the East Half of the Northeast Quarter (E/2 NE/4) of Section 23, Township 15 S, Range 13 West;

1/16 of W.I. in the North Half of the Southeast Quarter (N/2 SE/4) of Section 18, Township 15 S, Range 13 West;

1/16 of W.I. in the East Half of the Southeast Quarter (E/2 SE/4) of Section 6, township 15 S, Range 13 West, all in Russell County, Kansas.

And defendants are directed to make proper conveyances for the delivery and transfer of such one-sixteenth interest above described, to the plaintiff, L. G. Keppler, forthwith, and to furnish Transfer orders, Division Orders or any other instrument that the pipeline companies running said oil might require so that the plaintiff, L. G. Keppler, will forthwith receive his share of the production from his interest in the leases above described, failing which this decree shall be and constitute sufficient muniment for the

vesting of the title of an undivided one-sixteenth interest as above set out, in the plaintiff, L. O. Keppler.

IT IS FURTHER ORDERED AND DECREED BY THE COURT that said defendants shall on or before August 10, 1946, account to the plaintiff by filing a report of all items of receipt and expenditures with reference to the above described leases, and each of them, and the plaintiff shall have until September 10, 1946, to file Exceptions thereto, and that thereafter the Court will set down for hearing said report and take such action with respect thereto as the premises warrant.

IT IS FURTHER ORDERED BY THE COURT that defendants' proposed final decree shall be filed as of this date and that defendants proposed findings of fact and conclusions of law shall be filed as of January 31, 1946, the date of delivery to the Court.

IT IS FURTHER ORDERED BY THE COURT that the question of supersedeas bond and the amount thereof shall be set down for hearing on the 18th day of April, 1946, at which time evidence will be taken and argument heard and the amount of said bond determined.

IT IS FURTHER ORDERED that all costs of this case, including transcript of the testimony and the proceedings heretofore ordered by the Court are hereby assessed against the Defendants.

To the refusal of the Court to enter the proposed final decree tendered by the defendants, and to the entry of this decree the defendants except.

IT IS FURTHER ORDERED that compliance with the terms of this Decree is stayed pending the hearing on the supersedeas bond and the giving thereof within the time the Court may allow, and in the event said bond is given that the compliance with the Decree be stayed until the determination of the appeal herein and the receipt of the mandate by the Trial Court.

IT IS FURTHER ORDERED AND DECREED by the Court that this judgment is final so far as it has been determined that the plaintiff shall have and recover from the defendants a one-sixteenth interest in the leaseholds above described and a one-sixteenth interest in the profits therefrom.

Dated this the 2nd day of March, 1946.

POWER BELLETTUS  
UNITED STATES DISTRICT JUDGE

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

CHESTER BOWLES, ADMINISTRATOR  
OFFICE OF PRICE ADMINISTRATION  
PLAINTIFF

VS.

A.W. BRADLEY AND TOM GRAY, DEA  
TOM GRAY MOTOR COMPANY,  
DEFENDANTS

Civil No. 1704 ✓

ORDER OF DISMISSAL

On this 10 day of April, 1946, came on to be considered by the Court the Motion of the Plaintiff to dismiss the above action for the reason that his principal witness is still in the armed services and plaintiff is unable to secure his testimony or attendance as a witness. And the Court having considered said motion and being fully advised in the premises finds that the plaintiff is unable to go to trial for lack of sufficient evidence, and that said cause should be dismissed.

It is therefore ordered that said cause be and the same is hereby dismissed at the cost of the plaintiff.

*Joseph H. ...*  
United States District Judge.

FILED

APR 11 1946  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

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

IN THE MATTER OF THE ESTATE OF ( )  
WILLIAM BIGPOND, DECEASED, ( )  
Mabel Bigpond, formerly Mabel ( )  
Brown, ( ) Plaintiff, ( )  
v. ( )  
Opal Cloud, et al., ( )  
Defendants. ( )

**FILED**  
IN OPEN COURT  
APR 12 1946

H. P. WARFIELD  
CLERK U.S. DISTRICT COURT

No. 1408 Civil.

D E C R E E

Now on this 20th day of June, 1945, the above case comes on to be heard upon its merits, the parties hereto appearing in person and by their respective attorneys of record, and the United States of America appearing by the Honorable Whit Y. Mauzy, United States Attorney for the Northern District of Oklahoma; and thereupon the parties hereto introduced their evidence and rested; and

Thereupon, it is agreed by the parties hereto that while the evidence indisputably shows that the defendants, Cotala Tiger and Elba Tiger, are the next of kin by blood of the decedent, William Bigpond, yet that the plaintiff, Mabel Brown, and the defendant, Opal Cloud, have each offered direct and positive evidence in support of their respective claims of marriage to said decedent, and that doubt exists as to the identity of the lawful heir or heirs of said decedent, and that it would be to the best interest of all parties to compromise, adjust and settle their respective claims herein; and it was thereupon agreed by and between the parties, subject to the approval of the Court, and

subject to the approval of the Honorable Secretary of the Interior of the United States, that the costs of this action should be paid from the funds in the custody of the Secretary of the Interior belonging to him, the said William Bigpond, and that the balance of said funds should be distributed between the parties to this action in the following proportions or shares; to the plaintiff, Mabel Brown, forty (40) per-cent thereof; to the defendants, Cotala Tiger and Klba Tiger, jointly and in equal shares, forty (40) per-cent thereof; and to the defendant, Opal Cloud, twenty (20) per-cent thereof; and that all other property belonging to the estate of him, the said William Bigpond, should be distributed between the parties hereto in the same proportions or shares. That said agreement was submitted to and was duly approved by the Secretary of the Interior of the United States on the 14 day of August, 1945.

And now on this 12 day of April, 1946, this action came on for further hearing and the court finds that said agreement was fairly entered into between the parties and that the same should be approved and confirmed by this court, and that the property, both real and personal, belonging to him, the said William Bigpond, shall be distributed among the parties hereto in accordance with the terms in the aforementioned agreement.

The court further finds that the said William Bigpond died seized and possessed of an estate consisting of funds on deposit to his credit in the custody of the Secretary of the Interior, and of the following described lands and premises, to-wit:

Lots Three (3) and Four (4) of Section One (1), Township Fourteen (14) North, Range Seven (7) East; and

The East-half (E2) of the Southwest Quarter (SW4) of Section Twenty-five (25), Township Fifteen (15) North, Range Seven (7) East; and the

Northeast Quarter (NE4) of the Southeast Quarter (SE4) of Section Thirty-six (36), Township Fifteen (15) North, Range Seven (7) East; and

The Southeast Quarter (SE4) of the Southeast Quarter of the Southeast Quarter (SE4) of the Northeast Quarter (NE4) of Section Thirty-six (36), Township Fifteen (15) North, Range Seven (7) East; all in Creek County, Oklahoma; and

The East-half (E2) of the Southwest Quarter (SW4) of Section Eleven (11), Township Eighteen (18) North, Range Twelve (12) East, Tulsa County, Oklahoma.

The Court further finds that the defendant, Cotals Tiger, is a full-blood member of the Creek or Muskogee Tribe of Indians, duly enrolled as such opposite roll number 9852, on the approved rolls of said Tribe; and that the defendant, Elba Tiger, is a full-blood member of said Creek or Muskogee Tribe of Indians, duly enrolled as such opposite roll number 9853 on said approved rolls; and that the interest of each of said defendants in and to the funds and real estate aforesaid, remains restricted and tax exempt in accordance with the provision of Section 1 of the Act of Congress, January 27th, 1933, 47 Stat. 777.

IT IS THEREFORE ORDERED AND DECREED that the costs of this action be paid from the funds in the custody of the Secretary of the Interior belonging to him, the said William Bigpond, and that the balance of said funds be distributed and paid to the parties hereto in the following proportions or shares; to the plaintiff, Mabel Brown, forty (40) per cent thereof; to the defendants, Cotals Tiger and Elba Tiger,

jointly and in equal shares, forty (40) per-cent thereof; and to the defendant, Opal Cloud, twenty (20) per-cent thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Mabel Brown, and the defendants, Cotala Tiger, Elba Tiger and Opal Cloud, be, and they are hereby vested with the fee title to the real estate and premises above described, and any and all other property of which the said William Bigpond died seized, in the following proportions or shares: To the plaintiff, Mabel Brown, an undivided two-fifths (2/5) interest in and to said land and premises; to the defendants, Cotala Tiger and Elba Tiger, jointly and in equal shares, an undivided two-fifths (2/5) interest in and to said lands and premises; and to the defendant, Opal Cloud, an undivided one-fifth (1/5) interest in and to the said lands and premises.

IT IS FURTHER ORDERED AND ADJUDGED that the interest of the said Cotala Tiger and Elba Tiger, in and to said lands and premises, shall remain restricted and tax exempt in accordance with the provisions of Section 1, of the Act of Congress, approved January 27th, 1933, 47 Stat. 777.

The Court retains jurisdiction of this cause for the purpose of hearing and determining any and all matters properly incident or ancillary to the cause and not herein adjudicated.

APPROVED:

*George H. Savage*  
District Judge.

*Walter Spearman*  
Attorney for Plaintiff.

George J. Deming  
Attorney for Defendants,  
Cotala and Elba Tiger.

Charles Collins  
Attorney for Defendant,  
Opal Cloud.

United States Probate Attorney.

W. H. McLaughlin  
United States Attorney.







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UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

v.

Lon F. Keith,

Defendant.

No. 1748 Civil. —

ORDER

NOW on this 12th day of April, 1946, this matter coming on for hearing and the plaintiff appearing by Whit Y. Mauzy, United States Attorney, and John W. McCune, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendant appearing not, and the Court being advised that the defendant Lon F. Keith has now removed from the premises described in said complaint and is no longer interfering with the same.

IT IS THEREFORE, ORDERED by the Court that said action be dismissed at the cost of the defendant and that the costs in this action be taxed against the defendant.

*Joyce St. George*  
\_\_\_\_\_  
JUDGE

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

PAUL A. FOSTER, ADMINISTRATOR  
Office of Price Administration  
  
Plaintiff

vs.

SAM P. BRIMHALL and W. S. CROCKETT  
Co-partners, d/b/a "Brimhall's"  
11 North Main Street  
Miami, Oklahoma  
  
Defendants

CIVIL ACTION NO. 1789

FINAL DECREE

This cause now comes on for hearing in regular order and the court examines the files and pleadings in this cause, including the consent executed and filed herein by the defendants, and being fully advised in the premises, finds:

1. That this court has jurisdiction of the parties and subject matter of this action.
2. That the material allegations in the plaintiff's complaint are true and correct; that the defendants have violated said Maximum Price Regulation No. 580, as alleged, but that the violations were neither willful nor intentional, and that this is a case in which it is proper that an injunction issue.
3. The court further finds that judgment should be entered under Count II in the sum of \$250.00.
4. The court further finds that this injunction shall not be or remain in full force and effect for a period of longer than 90 days, unless the plaintiff can produce proof that the defendants are violating said regulation.

IT IS THEREFORE ORDERED AND DECREED, by the court, that the defendants, their agents, servants and employees and all persons in active concert or participation with any of them, be and they are hereby enjoined from either directly or indirectly:

- a. Failing or refusing to comply in all things and respects with Sections 4, 15, 16 and 18 of Maximum Price Regulation 580, as amended, and said defendants are hereby ordered to so comply with the same. This injunction, however, not to remain in effect for a period of longer than three months unless plaintiff can show to the court's satisfaction that they are in violation of the aforesaid regulation.
- b. For further judgment against said defendants in the sum of \$250.00 with interest at 6% per annum, until paid, and for the cost of this action.

Issued at Tulsa, Oklahoma, this 15th day of April, 1946.

*Raymond H. Savage*

UNITED STATES DISTRICT JUDGE

OK

Waldo J. Allen  
Attorneys for Plaintiff  
516 Key Building  
Oklahoma City, Oklahoma

Sam P. Brimball

E. S. Carritt  
Defendants for Themselves  
Miami, Oklahoma

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

APR 15 1945  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CIVIL NO.

1133

CERTAIN PARCELS OF LAND IN DELTA COUNTY, OKLAHOMA,  
containing approximately 19.74 acres, more or less; and  
Hannie L. Chandler, now Chas., et al., Defendants;

ORDER FIXING TITLE, DECREERING JUST COMPENSATION AND MAKING  
DISTRIBUTION AS TO TRACT NO. 10 (18 F. CR-721  
TRACT NO. 12 (18 F. CR-723))

NOW, on this 5th day of March, 1945, there  
coming on for hearing the application of the defendant, Cleo Alexander  
for an order fixing title, decreeing just compensation and making distribution  
as to Tract No. 10 (18 F. CR-721) and Tract No. 12 (18 F. CR-723)  
and the Court being fully advised in the premises, finds:

That the defendant, Cleo Alexander, was  
the owner of the land designated as Tract No. 10 (18 F. CR-721) and Tract No. 12  
(18 F. CR-723) when this proceeding was commenced; that the petitioner filed a Declaration  
of Taking and deposited in the registry of this Court the estimated just  
compensation in the sum of \$ 203.70 for the  
taking of a perpetual easement for road purposes on  
said tract of land; that this Court entered a judgment upon said Declaration  
of Taking filed by the petitioner, thereby vesting in the petitioner, United  
States of America, a perpetual easement for road purposes  
and decreed that the owners and those having any right, title or interest in and  
to said land, have and recover just compensation for the taking of a perpetual easement

The Court further finds that the defendant, Cleo Alexander, in writing, agreed to grant and sell to the petitioner a perpetual easement for road purposes upon said tract 8 of land for the sum of \$ 203.70 which was accepted by the petitioner.

The Court further finds that the sum of \$ 203.70, is just compensation for the injuries and damages sustained by said defendant

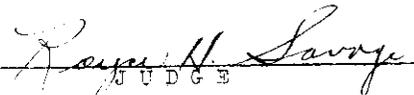
The Court further finds that no person, firm, corporation, or taxing subdivision of the state other than said defendant have any right, title or interest in and to said just compensation, except

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the defendant, Cleo Alexander the owner of the land designated as Tract No.10 (18 PW-CR-721) and Tract No.12 (18 PW-CR-723) when this proceeding was commenced, and that the sum of \$ 203.70, is just compensation for the damages sustained by the defendant; and that said defendant is the only person having any right, title or interest in and to said just compensation, except

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is hereby authorized and directed to make distribution from the funds deposited as just compensation for the taking of said tracts, as follows, to-wit:

TO: Cleo Alexander, . . . . . Owner

TRACT No. 10 (18 PW-CR-721) and  
TRACT No. 12 (18 PW-CR-723), . . . . . \$203.70

  
J U D G E



IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by this Court that the just compensation fixed for the taking of a perpetual easement upon the tract of land known and designated as Tract No. 26, (44-FW-1214) in the sum of \$ 16<sup>00</sup>, be paid to the Grand River Dam Authority, a public corporation, to be applied and credited upon a deficiency judgment held by the Grand River Dam Authority against A. M. Jarvis, et al., in case No. 304 Civil, in the United States District Court for the Northern District of Oklahoma.

  
District Judge



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

United States of America,  
Plaintiff,

v.

L. Roy Stegall and Mrs.  
L. E. Stegall,  
Defendants.

No. 1844 Civil.

FILED

H. P. WARFIELD  
CLERK OF DISTRICT COURT

JUDGMENT

On this 12th day of April, 1946, the above entitled action coming on for trial and the plaintiff appearing by its attorneys, Whit Y. Kouzy, United States Attorney, and John C. McCune, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants, L. Roy Stegall and Mrs. L. E. Stegall, appearing not, the Court proceeded to hear the evidence offered on behalf of the plaintiff and finds that the plaintiff is now the holder of a certain promissory note executed by the defendants on June 28, 1929, to C. C. Bois Lumber Company, which note was, in the due course of assignments, assigned to the plaintiff and that there is now due and owing upon said note, the sum of \$141.15 with interest on \$341.15 at six per cent (6%) from December 20, 1940, to November 5, 1945, and interest at six per cent (6%) on \$141.15 from November 5, 1945, until paid, and that the defendants are in default of payment.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the plaintiff had judgment against the defendants and each of them for the sum of \$141.15 together with interest on the sum of \$341.15 at 6% from December 20, 1940, to November 5, 1945, and interest on \$141.15 at 6% from November 5, 1945, until paid, and for the costs of this action.

*Raymond H. Savoy*  
JUDGE

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

Leonard W. Thomas,

Plaintiff,

vs.

The Eagle-Picher Mining &  
Smelting Company,

Defendant.

No. 1758 Civil

O R D E R

NOW, On this 17<sup>th</sup> day of April, 1946, this court coming on for hearing upon the stipulation for dismissal and it appearing to the court that the parties have heretofore fully and finally settled said cause out of court and have filed their written stipulation herein for the dismissal of said cause with prejudice to a new action at the cost of the defendant but without attorneys' fees, and the court being well and sufficiently advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED that said cause be and the same is hereby dismissed with prejudice to a new action at the cost of the defendant but without attorneys' fees.

(s) Royce H. Savage  
JUDGE

APPROVED

H. B. [Signature]  
Attorney for Plaintiff

John R. Walker

[Signature]  
Attorneys for Defendant

FILED

APR 17 1946

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

United States of America, )  
Plaintiff, )

vs. )

W. H. (Bill) Kimsey, )  
Willie A. Williams, and )  
James H. Martin, )

Defendants. )

No. 1719 Civil

ORDER OF DISMISSAL

NOW on this 18<sup>th</sup> day of April, 1946, it  
appearing to the court that the defendant has  
heretofore paid the Attorney General of the  
United States of America by means of a check  
payable to the Treasurer of the United States,  
the amount for which the above entitled complaint  
was filed and has paid to the Clerk of this court  
the costs herein.

IT IS ORDERED by this court that this action  
be and the same hereby is dismissed.

(5) Royce H. Savage  
JUDGE

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

CONNELLY, F. M. BAA,

Plaintiff,

vs.

No. 1747 c

THE NATIONAL SUPPLY COMPANY,  
a corporation,

Defendant.

J U D G M E N T

This action having heretofore come on for trial before the court on the 11th day of April, 1946, and the court having, on said date, made findings of fact and conclusions of law.

It is, THEREFORE, on this 13<sup>th</sup> day of April, 1946, pursuant to said findings of fact and conclusions of law, IT IS ORDERED AND ADJUDGED as follows:

1. The defendant shall employ the plaintiff as Traffic Manager for the Toledo plant of the defendant at Toledo, Ohio, at a salary of \$375.00 per month, plus 15%, or a total of \$431.25 per month, and in his employment the plaintiff is to occupy the same status and have the same seniority rights that he would have had had he remained an employee of the Company instead of entering the military service and shall be entitled to participate in any insurance or other benefits offered by the defendant pursuant to established rules and practices of defendant relating to employees on furlough or leave of absence in effect with the defendant at the time plaintiff entered military service.

2. The plaintiff is to report for duty to the defendant at Toledo, Ohio, on Thursday, May 2, 1946, and he

shall not be discharged from such position without cause within one year from said date, but nothing herein shall prevent the plaintiff and defendant from terminating said employment within less than one year by mutual agreement. In the event the plaintiff fails to report for duty to the defendant on, about or before May 2, 1948, then the defendant is relieved of the obligation of employing the plaintiff. The effective date of employment in determining payment of plaintiff's salary by defendant shall be the date on which he reports for duty.

3. The defendant is not required to give the title of "General Traffic Manager" to the plaintiff but is required to give him the title "Traffic Manager", and the defendant is not required to give the plaintiff the duties of General Traffic Manager of the Company.

4. No court costs are to be assessed against the plaintiff or defendant in this action.

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Judge

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

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CERTAIN PARCELS OF LAND IN OTTAWA COUNTY,  
OKLAHOMA, containing approximately 160.70  
acres, more or less; and CLAY A. BABB,  
et al.,

Defendants.

CIVIL NO. 1156

ORDER FIXING TITLE AND MAKING DISTRIBUTION

Now, On this 19th day of April, 1946, the above cause comes on for hearing pursuant to regular assignment for the determination of the rightful claimants in and to any funds that may have been deposited and that may hereafter be deposited in the above entitled proceeding for the rightful claimants thereto as the owners of the real estate and the estate therein taken and involved in this proceeding as hereinafter described and designated.

And the court being fully advised in the premises finds that the hereinafter named persons, firms, corporations and political subdivisions of the State are the owners of and/or have some right, title or interest in and to the lands involved herein, and that no person, firm, corporation or political subdivision of the State has any right, title or interest in and to said lands other than those hereafter named; and that the owners and those having any right, title or interest in and to said lands as hereafter named and set forth are the only persons, firms and corporations having any right, title or interest in and to the funds that are now on deposit or that may hereafter be deposited in the above entitled proceeding for the rightful claimants thereto.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the following named persons, firms and corporations are the owners of and/or have some right, title or interest in and to the lands involved herein as hereinafter designated, and that they are the only persons having any right, title or interest in and to the funds that are now on deposit and that may hereafter be deposited for the use and benefit of the rightful claimants thereto, as the owners or those having any right, title or interest in and to the real estate involved in this proceeding, and that the Clerk of this Court be, and he is hereby authorized and directed to make distribution of said funds to said persons, firms and corporations as hereinafter set forth as follows, to wit:

TRACT NO. 1 (31 FW 937)

Flowage Easement

Susie E. Boss, - - - - -fee owner - - - - - 3.70  
(Commissioners' award)

TRACT NO. 2 (31 FW 1157)

Flowage Easement

Israel Putnam Williams { -fee owners, - - - - - \$270.00  
Lora Delphus Williams {  
(Commissioners' award)

TRACT NO. 3 (31 FW 1158)

Flowage Easement

J. T. Huffaker, - - - - -fee owner at date of {  
Government's taking; {----- \$93.00  
R. E. Morrow, - - - - -present fee owner {  
(Make check payable to J. T. Huffaker and  
H. E. Morrow)  
(Commissioners' award)

TRACT NO. 4 (31 FW 1159)

Flowage Easement

(Separate Judgment entered)

TRACT NO. 5 (31 FW 1160)

Flowage Easement

United States of America In Trust for  
Josephine Gentry, nee Kariho, - - fee owner, - - - \$1.80  
(Make check payable to Treasurer of the  
United States for use and benefit of  
Josephine Gentry, nee Kariho)  
(Commissioners' award)

TRACT NO. 6 (31 FY 1164)

Flowage Easement

Frank P. Marlow,  
Ida K. Marlow, - - - - fee owners, - - - - - \$11.00  
(Commissioners' award)

TRACT NO. 7 (34 FY 1149)

Flowage Easement

(Title fixed and distribution made under order of November  
19, 1945)

TRACT NO. 8 (39 FY 1163-A)

Flowage Easement

Zella M. Garred, - - - - fee owner, - - - - - \$ 4.85  
(Commissioners' award)

TRACT NO. 9 (39 FY 1166)

Flowage Easement

Paul Childress;        {  
Leo. V. Richardson;    { - - - - fee owners  
G. L. Childress         {  
Myrtle V. Childress    { - -Claimants to some  
                                  interest in fee - - - - - \$2.20

(Make check payable to all)  
(Commissioners' award)

TRACT NO. 10 (44 FY 1186)

Flowage Easement

Homer Cole, - - - - - fee owner  
  
W. H. Duff, - - - -holder of unreleased mortgage,        6.40  
(Make check payable to fee owner and mortgagee)  
(Commissioners' award)

TRACT NO. 11 (44 FY 1197)

Flowage Easement

(Jury trial had- Separate judgment entered)

TRACT NO. 12 (44 FY 1198)

Flowage Easement

Winnie L. Fullerton,        {  
Pauline Florence Fullerton Newton {  
Samuel Clyde Fullerton, Jr.,    {  
Katherine Louise Fullerton Moore, { - -fee owners, - - \$121.00  
Carrie Belle Fullerton Wagner,    {  
Elizabeth Ann Fullerton Coleman,    {  
Patience Jean Fullerton Stevenson, {  
Patience Lee Fullerton,        {

(Make check payable to Samuel Clyde Fullerton, Jr.,  
Administrator of the Estate of S. C. Fullerton, deceased)  
(Commissioners' award)

TRACT NO. 13 (41 FW 1199)

Flowage Easement

TRACT "A"

(Title fixed and distribution made under order of  
March 8, 1945)

TRACT "B"

United States of America in trust for Grover  
C. Splitlog, - - - - - fee owner, - - - - - \$87.50

(Title fixed and partial distribution made under  
Order of March 9, 1945. Make check for deficiency  
of \$87.50 payable to the Treasurer of the United  
States of America, for use and benefit of Grover  
C. Splitlog)  
(Commissioners' award)

TRACT NO. 14 (44 FW 1200)

Flowage Easement

(Title fixed and distribution made under order of  
December 21, 1944)

TRACT NO. 15 (44 FW 1201)

Flowage Easement

(Title fixed and distribution made under order of  
May 9, 1945)

TRACT NO. 16 (44 FW 1202)

Flowage Easement

(Title fixed and distribution made under Order of  
May 9, 1945)

TRACT NO. 17 (44 FW 1203)

Flowage Easement

United States of America, in Trust for  
Seneca-Cayuga Tribe of Oklahoma, - - - fee owner, - - - \$942.50

(Partial distribution of \$690.00 as crop damages made  
under order of November 9, 1944. Make check for  
balance of \$942.50 payable to Treasurer of United States  
for use and benefit of Seneca-Cayuga Tribe of  
Oklahoma)  
(Commissioners' award)

TRACT NO. 18 (44 FW 1206-A)

Flowage Easement

H. E. Crow, - - - - - fee owner, - - - - - \$13.00  
(Commissioners' award)

TRACT NO. 19 (44 FW 1207)

Flowage Easement

(Title fixed and distribution made under order of  
October 11, 1944)

TRACT NO. 20 (44 FW 1208)

Flowage Easement

John A. Robinson, - - - - - fee owner, - - - - - \$75.00  
(Commissioners' award)

TRACT NO. 21 (44 FW 1209)

Flowage Easement

(Title fixed and distribution made under order of March  
23, 1945)

TRACT NO. 22 (44 FW 1210)

Flowage Easement

United States of America in Trust for  
Alvir G. Brown and Albert C. Brown, - - fee owners, - - \$1.00  
(Make check payable to Treasurer of United  
States for the use and benefit of Alvin G.  
Brown and Albert C. Brown)  
(Commissioners' award)

TRACT NO. 23 (44 FW 1211)

Flowage Easement

W. O. Barry, - - - - - fee owner, - - - - - \$73.00  
(Commissioners' award)

TRACT NO. 24 (44 FW 1212)

Flowage Easement

(Title fixed and distribution made under order of  
November 30, 1945)

TRACT NO. 25 (44 FW 1213)

Flowage Easement

Edith Lacy,  
Bruce Lacy,  
Opal Lacy Hemmer, - - - - - fee owners, - - - - - \$1.50  
(Commissioners' award)

TRACT NO. 26 (44 FW 1214)

Flowage Easement

(Title fixed and distribution made under order of April  
12, 1945)

TRACT NO. 27 (44 FW 1272)

Flowage Easement

Fred DeMier, Jr., and  
Martha K. DeMier, - - - - - fee owners of part; } - - - - - \$18.00  
Floy Mae London, - - - - - fee owner of part; }  
(Make check to Fred DeMier, Jr., and  
Martha K. DeMier, for \$9.00; and check  
to Floy Mae London, for \$9.00)  
(Commissioners' award)

TRACT NO. 28 (44 FW 1273)

Flowage Easement

Cornelia Morrison, - - - - fee owner, - - - - - \$1.25  
(Commissioners' award)

TRACT NO. 29 (44X FW 1204)

Flowage Easement

(Title fixed and distribution made under order of  
May 21, 1945)

TRACT NO. 30 (44X FW 1205)

Flowage Easement

(Separate Judgment entered)

TRACT NO. 31 (44X FW 1206)

Flowage Easement

Edward Logan, {  
David Logan, } - - - - fee owners, - - - - - \$2.50  
(Commissioners' award)

IT IS FURTHER ORDER that this cause is held open for such  
other and further orders, judgments and decrees as may be necessary  
in the premises.

Raymond A. Smith  
Judge

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

UNITED STATES OF AMERICA,

Petitioner,

vs.

CIVIL NO. 1160

CERTAIN PARCELS OF LAND IN OTTAWA COUNTY,  
OKLAHOMA, containing approximately 452.50  
acres, more or less; and Nancy Rowe  
Dickson, et al.,

Defendants.

J U D G M E N T

NOT, on this 19<sup>th</sup> day of April, 1946, there comes on for hearing, pursuant to regular assignment, the application of the petitioner herein for a judgment, approving the commissioners' report heretofore filed in this proceeding, as to the real estate hereinafter specifically described.

Thereupon, the Court proceeded to hear and pass upon said application, and petition for condemnation, report of commissioners and all other matters herein, and finds that:

(1) Each and all of the allegations of said petition for condemnation are true, and the United States of America is entitled to acquire property by eminent domain for the uses and purposes therein set forth.

(2) The said petition for condemnation was filed at the request of the Secretary of the Interior, the person duly authorized by law to acquire the estate in the lands described in said document, for the purposes therein set forth, and at the direction of the Attorney General of the United States, the person authorized by law to direct the institution of such proceeding.

(3) In said petition for condemnation, a statement of the authority under which, and the public use for which the estate in said lands were taken, was set forth.

(4) A proper description of the lands sufficient for the identification thereof is set out in said petition for condemnation, and a statement of the estate or interest in said lands taken for said public use is set out therein.

(5) Due, proper and legal notice of the application of the United States of America for the appointment of commissioners herein was served upon each and all of the defendants named in said petition for condemnation as required by law and order of this court.

The Court hears evidence and finds that the returns as filed by the United States Marshals are true and correct, and that the same are in accordance with law.

The Court further finds that the publication notice and affidavit of the publisher, as filed herein, are in all respects in accordance with the law in such cases made and provided and the same are hereby approved by this Court.

(6) The Court finds that the Commissioners appointed herein to appraise and fix the damages occasioned by the taking of the estate in the lands involved in this proceeding, duly qualified by taking and filing herein their oath of office as such, and said duly qualified commissioners, after inspection of the premises and consideration of the damages sustained occasioned by the taking of said estate, filed their report herein on the 15th day of March, 1945, wherein they fixed the fair cash market value of the estate taken, and all damages to the remainder, if any, as to the land more particularly designated and described as follows, to-wit:

TRACT NO. 1 (46 - FW-1297)

Perpetual Easement for Permanent Flowage

All that part of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 26, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, containing approximately 2.1 acres.

Perpetual Easement for Intermittent Flowage During Flood Periods

All that part of said NE $\frac{1}{4}$  SE $\frac{1}{4}$ , lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 5.4 acres.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 150.00**

TRACT NO. 2 (46 - FW-1298)

Perpetual Easement for Permanent Flowage

All that part of the North 19.90 acres of Lot 4, and all that part of the SE 10.0 acres of Lot 4 in Sec. 26, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 5.3 acres.

Perpetual Easement for Intermittent Flowage During Flood Periods

All that part of said North 19.90 acres of Lot 4, and all that part of said SE 10.0 acres of Lot 4, lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 3.9 acres.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 262.00**

TRACT NO. 3 (46 - FW-1298 A)

Perpetual Easement for Intermittent Flowage During Flood Periods

All that part of the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 26, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 760 Sea Level Datum, containing less than 0.1 acre.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 1.00**

TRACT NO. 4 (46 - FW-1299)

Perpetual Easement for Permanent Flowage

All that part of the SW 10.0 acres of Lot 4, all that part of Lot 6, all that part of the East 6.9 acres of Lot 7, all that part of the SE $\frac{1}{4}$  NW $\frac{1}{4}$ , all that part of the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , and all that part of the E $\frac{1}{2}$  SW $\frac{1}{4}$  of Sec. 26, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority and that portion on which the Grand River Dam Authority has the right of flowage, containing approximately 21.3 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said SW 10.0 acres of Lot 4, all that part of said Lot 6, all that part of said East 6.9 acres of Lot 7, all that part of said SE $\frac{1}{4}$  NW $\frac{1}{4}$ , all that part of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  and all that part of said E $\frac{1}{2}$  SW $\frac{1}{4}$ , lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 23.0 acres.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL  
EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 894.35**

TRACT NO. 5 (46 - FW-1300)

Perpetual Easement for Permanent Flowage

All that part of the East 5.61 acres of Lot 8, and all that part of the West 6.70 acres of Lot 7 in Sec. 26, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority and that portion on which the Grand River Dam Authority has the right of flowage, containing approximately 3.7 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said E. 5.61 acres of Lot 8, and all that part of said West 6.70 acres of Lot 7, lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 0.8 acre.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL  
EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 36.00**

TRACT NO. 6 (46 - FW-1301)

Perpetual Easement for Permanent Flowage

All that part of the West 4.99 acres of Lot 8 in Sec. 26, and all that part of Lot 1 in Sec. 27, all in T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 0.5 acre.

TRACT NO. 6, (Continued)

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said West 4.99 acres of Lot 8, and all that part of said Lot 1, lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 0.4 acre.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 12.50**

TRACT NO. 7 (46 - FW-1302)

Perpetual Easement for Permanent Flowage

All that part of the SW 10.0 acres of Lot 2, all that part of the SE 9.60 acres of Lot 2, all that part of the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , and all that part of the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 27, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 17.6 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said SW 10.0 acres of Lot 2, all that part of said SE 9.60 acres of Lot 2, all that part of said SW $\frac{1}{4}$  NE $\frac{1}{4}$ , and all that part of said NW $\frac{1}{4}$  SE $\frac{1}{4}$ , and all that part of the SE $\frac{1}{4}$  NW $\frac{1}{4}$  in said Sec. 27, lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 16.4 acres.

**SEPARATE JUDGMENT ENTERED.**

TRACT NO. 8 (46 - FW-1303)

Perpetual Easement for Permanent Flowage

All that part of the NE $\frac{1}{4}$  NW $\frac{1}{4}$ , and all that part of the NW 8.5 acres of Lot 2 in Sec. 27, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 0.2 acre.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said NE $\frac{1}{4}$  NW $\frac{1}{4}$ , and all that part of said NW 8.5 acres of Lot 2 lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 0.6 acres.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 11.75**

TRACT NO. 9 (47 - FW-1304)

Perpetual Easement for Permanent Flowage

All that part of Lot 13 in Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion on which the Grand River Dam Authority has the right of flowage, containing less than 0.1 acre.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said Lot 13 lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 0.2 acre.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 7.00

TRACT NO. 10 (47 - FW-1533 A)

Perpetual Easement for Permanent Flowage

All that part of Lot 7 in Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Quapaw Survey, in Ottawa County, Oklahoma, except that portion owned by the Grand River Dam Authority, containing approximately 3.7 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 111.00

TRACT NO. 11 (47 - FW-1536)

Perpetual Easement for Permanent Flowage

All that part of the SE $\frac{1}{4}$  NE $\frac{1}{4}$ , all that part of the NE $\frac{1}{4}$  SE $\frac{1}{4}$ , and all that part of Lot 1 in Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Quapaw Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 18.7 acres, including the bed and banks of Grand River adjacent to said Lot 1.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said SE $\frac{1}{4}$  NE $\frac{1}{4}$ , all that part of said NE $\frac{1}{4}$  SE $\frac{1}{4}$ , and all that part of said Lot 1 lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 13.5 acres.

SEPARATE JUDGMENT ENTERED.

TRACT NO. 12 (47 - FW-1537)

Perpetual Easement for Permanent Flowage

All that part of Lot 1 in Sec. 15, T 27 N, R 23 E of the Indian Base and Meridian, Quapaw Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion on which the Grand River Dam Authority has the right of flowage,

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said Lot 1 lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 8.25**

TRACT NO. 13 (47 - FW-1538)

Perpetual Easement for Permanent Flowage

All that part of Lot 2 in Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Quapaw Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 0.5 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said Lot 2 lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 2.1 acres.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 67.50**

TRACT NO. 14 (47 - FW-1538 A)

Perpetual Easement for Permanent Flowage

All that part of the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , and all that part of the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Quapaw Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, containing approximately 32.3 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said SW $\frac{1}{4}$  NE $\frac{1}{4}$ , and all that part of said NW $\frac{1}{4}$  SE $\frac{1}{4}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 18.3 acres.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$2,098.50**

TRACT NO. 15 (47 - FW-1539)

Perpetual Easement for Permanent Flowage

All that part of the  $E\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$ , all that part of the  $SE\frac{1}{4} NW\frac{1}{4}$ , and all that part of Lot 3, in Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Quapaw Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 29.4 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said  $E\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$ , all that part of said  $SE\frac{1}{4} NW\frac{1}{4}$ , and all that part of said Lot 3, lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 14.4 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$2,414.50

TRACT NO. 16 (47 - FW-1540)

Perpetual Easement for Permanent Flowage

All that part of the  $N\frac{1}{2} SW\frac{1}{4}$  of Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Quapaw Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, containing approximately 12.1 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said  $N\frac{1}{2} SW\frac{1}{4}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 14.8 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 748.50

TRACT NO. 17 (47 - FW-1541)

Perpetual Easement for Permanent Flowage

All that part of the  $W\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$  of Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Quapaw Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 1.4 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said  $W\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 1.3 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 134.50

TRACT NO. 18 (47 - FW-1843)

Perpetual Easement for Permanent Flowage

All that part of Lot 5, and all that part of Lot 6 in Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Quapaw Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 6.9 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said Lot 5, and all that part of said Lot 6 lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 4.2 acres.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 395.25**

TRACT NO. 19 (47 - FW-1579)

Perpetual Easement for Permanent Flowage

All that part of the south 8.9 acres of Lot 12 in Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority and that portion on which the Grand River Dam Authority has the right of flowage, containing approximately 0.3 acre.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said south 8.9 acres of Lot 12 lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 0.7 acre.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 15.60**

TRACT NO. 20 (47 - FW-1580)

Perpetual Easement for Permanent Flowage

All that part of the  $N\frac{1}{2}$  SW $\frac{1}{4}$  SW $\frac{1}{4}$  in Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, containing approximately 1.6 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said  $N\frac{1}{2}$  SW $\frac{1}{4}$  SW $\frac{1}{4}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 2.8 acres.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 62.00**

TRACT NO. 21 (47 - FW-1581  
47 - FW-1583)

Perpetual Easement for Permanent Flowage

All that part of the SW $\frac{1}{2}$  NW $\frac{1}{4}$ , and all that part of the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 4.4 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said SW $\frac{1}{2}$  NW $\frac{1}{4}$ , and all that part of said NW $\frac{1}{4}$  SW $\frac{1}{4}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 8.5 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 950.00

TRACT NO. 22 (47 - FW-1582)

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of the SE $\frac{1}{2}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 21, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 760 Sea Level Datum, containing approximately 0.1 acre.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 1.00

TRACT NO. 23 (47 - FW-1584)

Perpetual Easement for Permanent Flowage

All that part of the S $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 5.3 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said S $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 2.4 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 376.50

TRACT NO. 24 (47 - FW-1585)

Perpetual Easement for Permanent Flowage

All that part of the  $N\frac{1}{2}$   $NW\frac{1}{4}$   $NW\frac{1}{4}$  of Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 3.6 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said  $N\frac{1}{2}$   $NW\frac{1}{4}$   $NW\frac{1}{4}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 0.7 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 100.00

TRACT NO. 25 (47 - FW-1586)

Perpetual Easement for Permanent Flowage

All that part of the  $N\frac{1}{2}$   $NE\frac{1}{4}$  of Sec. 21, and all that part of the  $SE\frac{1}{4}$   $SE\frac{1}{4}$   $SE\frac{1}{4}$  of Sec. 16, all in T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 7.8 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said  $N\frac{1}{2}$   $NE\frac{1}{4}$ , and all that part of said  $SE\frac{1}{4}$   $SE\frac{1}{4}$   $SE\frac{1}{4}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 11.4 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 710.00

TRACT NO. 26 (47 - FW-1587)

Perpetual Easement for Permanent Flowage

All that part of the  $S\frac{1}{2}$   $NE\frac{1}{4}$  of Sec. 21, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 6.7 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said  $S\frac{1}{2}$   $NE\frac{1}{4}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 2.5 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$ 223.75

TRACT NO. 27 (47 - FW-1588)

Perpetual Easement for Permanent Flowage

All that part of the NE $\frac{1}{4}$  NW $\frac{1}{4}$ , and all that part of the SE $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 21, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, containing approximately 7.3 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said NE $\frac{1}{4}$  NW $\frac{1}{4}$ , and all that part of said SE $\frac{1}{4}$  NW $\frac{1}{4}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 11.1 acres.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 276.00**

TRACT NO. 28 (47 - FW-1590)

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of the NW $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 21, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 760 Sea Level Datum, containing approximately 0.7 acre.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 17.50**

TRACT NO. 29 (47 - FW-1593)

Perpetual Easement for Permanent Flowage

All that part of the SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Sec. 15, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion in which the Grand River Dam Authority has the right of flowage, containing approximately 1.1 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said SW $\frac{1}{4}$  SW $\frac{1}{4}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 0.9 acres.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 180.00**

TRACT NO. 30 (47 - FW-1594)

Perpetual Easement for Permanent Flowage

All that part of the  $E\frac{1}{2}$   $NE\frac{1}{4}$   $NW\frac{1}{4}$  of Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, containing approximately 0.3 acre.

Perpetual Easement for Intermittent Flowage During Flood Periods

All that part of said  $E\frac{1}{2}$   $NE\frac{1}{4}$   $NW\frac{1}{4}$ , and all that part of the  $NW\frac{1}{2}$   $NE\frac{1}{4}$   $NW\frac{1}{4}$  of said Sec. 22, lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 0.7 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 20.25

TRACT NO. 31 (47 - FW-1596)

Perpetual Easement for Permanent Flowage

All that part of the  $N\frac{1}{2}$   $NE\frac{1}{4}$ , and all that part of Lot 10 in Sec. 22, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 6.6 acres.

Perpetual Easement for Intermittent Flowage During Flood Periods

All that part of said  $N\frac{1}{2}$   $NE\frac{1}{4}$ , and all that part of said Lot 10 lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 1.9 acres.

SEPARATE JUDGMENT ENTERED.

TRACT NO. 32 (47 - FW-1597)

Perpetual Easement for Permanent Flowage

All that part of the  $SE\frac{1}{2}$   $SE\frac{1}{4}$  of Sec. 15, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, containing approximately 6.2 acres.

Perpetual Easement for Intermittent Flowage During Flood Periods

All that part of said  $SE\frac{1}{2}$   $SE\frac{1}{4}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 7.4 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 435.00

TRACT NO. 33 (47 - FW-1598)

Perpetual Easement for Permanent Flowage

All that part of the SW $\frac{1}{4}$  SW $\frac{1}{4}$ , and all that part of the W $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Sec. 14, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, containing approximately 5.6 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said SW $\frac{1}{4}$  SW $\frac{1}{4}$ , all that part of said W $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$ , and all that part of the NW $\frac{1}{4}$  SW $\frac{1}{4}$  in said Sec. 14, and all that part of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  in Sec. 15, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 14.2 acres.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL  
EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$1,336.00**

TRACT NO. 34 (47 - FW-1599)

Perpetual Easement for Permanent Flowage

All that part of the NW $\frac{1}{4}$  SE $\frac{1}{4}$ , and all that part of the E $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Sec. 14, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 10.5 acres.

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  NW $\frac{1}{4}$ , and all that part of NE $\frac{1}{4}$  SW $\frac{1}{4}$  in said Sec. 14, lying below Elev. 760 Sea Level Datum, and all that part of said NW $\frac{1}{4}$  SE $\frac{1}{4}$ , and all that part of said E $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$ , lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 23.3 acres.

**TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL  
EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . \$2,362.00**

TRACT NO. 35 (47 - FW-1602)

Perpetual Easement for Permanent Flowage

All that part of Lot 10, all that part of Lot 11, all that part of Lot 12, and all that part of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 14, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 756.1 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 9.7 acres.

TRACT NO. 35, Continued

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of said Lot 10, all that part of said Lot 11, all that part of said Lot 12, and all that part of said NE $\frac{1}{2}$  SE $\frac{1}{2}$  NW $\frac{1}{2}$  lying between Elev. 756.1 Sea Level Datum and Elev. 760 Sea Level Datum, containing approximately 9.4 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$1,500.00

TRACT NO. 36 (47X- FW-1591)

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of the SE $\frac{1}{2}$  SE $\frac{1}{4}$  of Sec. 20, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 760 Sea Level Datum, containing approximately 0.8 acre.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 24.00

TRACT NO. 37 (47X- FW-1592)

Perpetual Easement for Intermittent  
Flowage During Flood Periods

All that part of the N $\frac{1}{2}$  SE $\frac{1}{4}$  of Sec. 20, T 27 N, R 23 E of the Indian Base and Meridian, Cherokee Survey, in Ottawa County, Oklahoma, lying below Elev. 760 Sea Level Datum, containing approximately 1.1 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, . . . . \$ 27.50

TOTAL, . . . . . \$15,977.70

and that said report and proceedings, as to the above tracts, are in all respects regular and in accordance with the law and orders of this Court.

(7) More than sixty (60) days have elapsed since the filing of the report of commissioners herein, and no written exceptions thereto, nor demands for jury trial are pending as to the tracts above described, and that said report of commissioners filed herein should be confirmed and approved in every respect, as to the tracts above particularly described.

The Court further finds that the just compensation for the estate taken herein for the tracts herein designated, as fixed by the report of Commissioners, is final just compensation, in the total amount of \$15,977.70.

(8) That the United States of America did, on the 1st day of March, 1944, file its Declaration of Taking herein, and paid to the Clerk of this Court for the use and benefit of the owners and the persons entitled thereto, the following sums, to-wit:

TRACT NO. 1	(46 - FW-1297)	. . . . .	\$ 59.05
TRACT NO. 2	(46 - FW-1298)	. . . . .	262.00
TRACT NO. 3	(46 - FW-1298 A)	. . . . .	1.50
TRACT NO. 4	(46 - FW-1299)	. . . . .	894.35
TRACT NO. 5	(46 - FW-1300)	. . . . .	36.00
TRACT NO. 6	(46 - FW-1301)	. . . . .	12.50
TRACT NO. 8	(46 - FW-1303)	. . . . .	11.75
TRACT NO. 9	(47 - FW-1304)	. . . . .	7.00
TRACT NO. 10	(47 - FW-1533 A)	. . . . .	111.00
TRACT NO. 12	(47 - FW-1537)	. . . . .	8.25
TRACT NO. 13	(47 - FW-1538)	. . . . .	67.50
TRACT NO. 14	(47 - FW-1538 A)	. . . . .	2,098.50
TRACT NO. 15	(47 - FW-1539)	. . . . .	2,206.50
TRACT NO. 16	(47 - FW-1540)	. . . . .	748.50
TRACT NO. 17	(47 - FW-1541)	. . . . .	134.50
TRACT NO. 18	(47 - FW-1543)	. . . . .	395.25
TRACT NO. 19	(47 - FW-1579)	. . . . .	15.60
TRACT NO. 20	(47 - FW-1580)	. . . . .	62.00

TRACT NO. 21 (47 - FW-1581 47 - FW-1583)	. . . . .	\$ 873.70
TRACT NO. 22 (47 - FW-1582)	. . . . .	1.00
TRACT NO. 23 (47 - FW-1584)	. . . . .	333.20
TRACT NO. 24 (47 - FW-1585)	. . . . .	94.50
TRACT NO. 25 (47 - FW-1586)	. . . . .	647.20
TRACT NO. 26 (47 - FW-1587)	. . . . .	223.75
TRACT NO. 27 (47 - FW-1588)	. . . . .	276.00
TRACT NO. 28 (47 - FW-1590)	. . . . .	17.50
TRACT NO. 29 (47 - FW-1593)	. . . . .	177.75
TRACT NO. 30 (47 - FW-1594)	. . . . .	28.25
TRACT NO. 32 (47 - FW-1597)	. . . . .	435.00
TRACT NO. 33 (47 - FW-1598)	. . . . .	1,336.00
TRACT NO. 34 (47 - FW-1599)	. . . . .	2,029.50
TRACT NO. 35 (47 - FW-1602)	. . . . .	1,326.50
TRACT NO. 36 (47X - FW-1591)	. . . . .	24.00
TRACT NO. 37 (47X - FW-1592)	. . . . .	27.50
TOTAL,	. . . . .	\$14,983.10

(10) The Court having fully considered the petition for condemnation, the Declaration of Taking, and all proceedings had herein, and the provisions of the Act of June 10, 1920, 41 Stat. 1063 (16 U. S. C. Sec. 809); Executive Order No. 8944, dated November 19, 1941; Title II of the Act of June 16, 1933, 48 Stat. 200-203 (40 U. S. C. Secs. 401-403) as amended and supplemented; Executive Order No. 9366, dated July 30, 1943; Executive Order No. 9373, dated August 30, 1943; the Act of August 1, 1888, 25 Stat. 357 (40 U. S. C. Sec. 257); and the Act of February 26, 1931, 46 Stat. 1421 (40 U. S. C. Sec. 258(a) to 258(e) ): Title II of the Act of March 27, 1942, 56 Stat. 177 (50 U. S. C. Sec. 171(a) ), is of the opinion that the United States of America was and is entitled to take said property and have the title to the estate therein taken vested in it, and that the alleged public purpose and use, as set out in said petition for condemnation, is hereby adjudged

to be in truth and in fact a public purpose and use within the meaning and purpose of the above designated Acts of Congress.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the report of commissioners filed herein, is final and the damages sustained as set out and fixed in said report of commissioners and as hereinabove set forth, is full and just compensation for the taking of said estate in the lands designated as follows, to-wit:

TRACT NO. 1	(46 - FW-1297)	. . . . .	\$ 150.00
TRACT NO. 2	(46 - FW-1298)	. . . . .	262.00
TRACT NO. 3	(46 - FW-1298 A)	. . . . .	1.00
TRACT NO. 4	(46 - FW-1299)	. . . . .	894.35
TRACT NO. 5	(46 - FW-1300)	. . . . .	36.00
TRACT NO. 6	(46 - FW-1301)	. . . . .	12.50
TRACT NO. 8	(46 - FW-1303)	. . . . .	11.75
TRACT NO. 9	(47 - FW-1304)	. . . . .	7.00
TRACT NO. 10	(47 - FW-1533 A)	. . . . .	111.00
TRACT NO. 12	(47 - FW-1537)	. . . . .	8.25
TRACT NO. 13	(47 - FW-1538)	. . . . .	67.50
TRACT NO. 14	(47 - FW-1538 A)	. . . . .	2,098.50
TRACT NO. 15	(47 - FW-1539)	. . . . .	2,414.50
TRACT NO. 16	(47 - FW-1540)	. . . . .	746.50
TRACT NO. 17	(47 - FW-1541)	. . . . .	134.50
TRACT NO. 18	(47 - FW-1543)	. . . . .	395.25
TRACT NO. 19	(47 - FW-1579)	. . . . .	15.60
TRACT NO. 20	(47 - FW-1580)	. . . . .	62.00
TRACT NO. 21	(47 - FW-1581 47 - FW-1583)	. . . . .	950.00
TRACT NO. 22	(47 - FW-1582)	. . . . .	1.00
TRACT NO. 23	(47 - FW-1584)	. . . . .	376.50
TRACT NO. 24	(47 - FW-1585)	. . . . .	100.00
TRACT NO. 25	(47 - FW-1586)	. . . . .	710.00
TRACT NO. 26	(47 - FW-1587)	. . . . .	223.75

TRACT NO. 27 (47 - FW-1588)	. . . . .	\$ 276.00
TRACT NO. 28 (47 - FW-1590)	. . . . .	17.50
TRACT NO. 29 (47 - FW-1593)	. . . . .	180.00
TRACT NO. 30 (47 - FW-1594)	. . . . .	28.25
TRACT NO. 32 (47 - FW-1597)	. . . . .	135.00
TRACT NO. 33 (47 - FW-1598)	. . . . .	1,336.00
TRACT NO. 34 (47 - FW-1599)	. . . . .	2,362.00
TRACT NO. 35 (47 - FW-1602)	. . . . .	1,500.00
TRACT NO. 36 (47X - FW-1591)	. . . . .	24.00
TRACT NO. 37 (47X - FW-1592)	. . . . .	27.50
TOTAL OF COMMISSIONERS' AWARDS,	. . . . .	\$15,977.70

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the estate taken is a perpetual easement upon and over said lands to inundate, submerge and flow, and to enter upon said lands from time to time in the performance of said acts, for use in connection with the completion and full utilization of the Grand River Dam (Pensacola) Project in Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the estate in all of the above designated and described real estate, and the interest therein taken by these eminent domain proceedings, was vested in the United States of America on the 1st day of March, 1944, upon the filing of a Declaration of Taking and the depositing of the sum of \$14,983.10 with the registry of this Court for the estate taken in and to the above described tracts of land, and the right to recover just compensation for the estate taken vested in the persons entitled thereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the estate therein taken, as hereinabove specifically set forth, is hereby deemed to be condemned and taken for the uses and purposes of the United States of America, and that the just compensation as determined and fixed herein for the taking of said estate in said tracts of land, is vested in the persons lawfully entitled thereto, as the owners of said tracts of land, respectively, or of some right, title, or interest therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the petitioner pay into the registry of this court the sum of \$994.60, said sum being the deficiency

between the sum of \$15,977.70, the just compensation herein fixed, and the amount deposited with the Declaration of Taking, as the just compensation for the taking of said tracts of land, in the sum of \$14,983.10.

This cause is held open for the purpose of entering such further orders, judgments and decrees as may be necessary in the premises.

*Royce H. Savage*  
\_\_\_\_\_  
JUDGE  
UNITED STATES DISTRICT COURT, NORTHERN  
DISTRICT OF OKLAHOMA

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

Nachel Sullateskee, Plaintiff, /  
vs. : No. 1764  
Nancy Sullateskee, now Downing, / CIVIL.  
Cherokee Indian Roll No. 20729, /  
Cortaylah Sullateskee, on Original /  
Cherokee Roll No. 20700, George /  
Sullateskee, Roll No. 30701, Metsy /  
Sullateskee, now Young, Polly Sullateskee, /  
now Sanders, Tony Sullateskee, /  
Ida Sullateskee, now Rabbit, Annie /  
Sullateskee, now Ballou, Ned Sullateskee /  
Maggie Sullateskee, now Carey, Groundhog /  
Sullateskee, Mill Sullateskee, Ella Sullateskee, /  
Jennie Sullateskee, and Lillie Sullateskee, Defendants. /  
United States of America, Intervener. /

GEORGE QUIETING TITLE  
AND GRANTING PARTITION.

Now on this 18th day of April, 1946, the Plaintiff,  
Nachel Sullateskee, appearing by her attorney of record, John  
L. Severson; and the minor defendants, Ella Sullateskee and  
Jennie Sullateskee, appearing by Maurice F. Ellison, their  
duly appointed and acting Guardian ad Litem; and the United  
States of America appearing by the Honorable Whit V. Mauzy,  
United States Attorney for the Northern District of Oklahoma,  
who appears as well for all of the parties to this action,  
who are restricted Full-blood Cherokee Indians, to-wit:  
Nancy Sullateskee, now Downing, Cortaylah Sullateskee, George  
Sullateskee, Metsy Sullateskee, now Young; Polly Sullateskee,  
now Sanders, Tony Sullateskee, Ida Sullateskee, now Rabbit,  
Annie Sullateskee, now Ballou, Maggie Sullateskee, now Carey,  
Ned Sullateskee, Groundhog Sullateskee, Mill Sullateskee, Ella  
Sullateskee, Jennie Sullateskee, and Lillie Sullateskee;

and the Plaintiff, having produced her testimony, and the  
court being fully advised in the premises, finds that all of  
said defendants were duly and lawfully served with summons  
issued out of the District Court of Palfrey County, Oklahoma,

prior to transfer of this action to this Court, except, the defendants: Polly Sullateskee, now Young, and Tony Sullateskee, - the said defendants having filed in this Court their Waiver of the issuance and service of summons, and having entered their appearance herein, and by reason thereof, all of said defendants are properly before the Court; and that the Court has jurisdiction of the parties to this action, as well as the subject matter hereof, said action being properly filed in the District Court of Tulsa County, Oklahoma, on the 11th day of December, 1945, under Case No. 73980, and that said District Court had jurisdiction of the same, under the pertinent acts of Congress and , upon the petition of the United States of America, under like Acts of Congress made and provided, said action was by the District Court of Tulsa County, Oklahoma, on proper Order, removed to this Court, and this action was, thereupon, properly filed in this Court under Case No. 1784, and by reason thereof, this Court acquired jurisdiction, both of the subject matter and the persons to this action.

The Court further finds that the material allegations in said petition are true, and that the tracts of land described herein, to-wit:

SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 14, Township 21 North, Range 13 East, in Tulsa County, Oklahoma;

The South 20.73 acres of Lot 3, less 1.55 acres for R. E., and the West 21.42 acres of Lot 4, less 4.04 acres for R. E., all in Section 7, Township 21 N., Range 14 E., in Tulsa County, Oklahoma;

The SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 28, Township 18 N., Range 20 E., in Cherokee County, Oklahoma;

SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 35, Township 22 N., Range 14 E., in Rogers County, Oklahoma; and,

The SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , and the SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 28, Township 13 North, Range 20 East, in Mayes County, State of Oklahoma;

were duly allotted to Matt Sullateskee, Cherokee Indian, Roll No. 21342, and that he died intestate, in Mayes County, Oklahoma on or about the 28th day of September, 1935, seized and possessed of said lands; and that an action was prosecuted in the County Court of Mayes County, Oklahoma, in case No. 2924, styled

In the order of the court in said bill of partition, it is ordered, therein are following persons were declared by the court of said court, on the October 17th, 1944, to be his sole heirs at law, and entitled to the following complete part of the said estate, to-wit:

And wife, Nancy Paper, now Sullateskee, Chas. F. W. 200	1/15th
Son, Dorothy Ish Sullateskee, Cherokee 20725	1/15th
Son, George Sullateskee, " 20721	1/15th
Son, Betsy Sullateskee, " "	1/15th
Son, Holly Sullateskee, " "	1/15th
Son, Tony Sullateskee, " "	1/15th
Son, Ed Sullateskee, " "	1/15th
Son, Annie Mallou, " "	1/15th
Son, Ed Sullateskee, " "	1/15th
Son, School Sullateskee, " "	1/15th
Son, Bill Sullateskee, " "	1/15th
Son, Ella Sullateskee, " "	1/15th
Son, Jennie Sullateskee, " "	1/15th
Son, Maggie Sullateskee, " N. S. "	1/15th
Son, Groundhog Sullateskee, " N. S. "	1/15th

So court further finds that the defendant, Willie

Sullateskee, has no interest in the subject matter of this estate, and the decree of the County Court of Cherokee County, Oklahoma, as above referred to, being final and conclusive.

The court further finds that the parties to this action are entitled to partition of the same, if the same can be done without adjacent injury to said estate, otherwise, the same should be appraised and sold, and the proceeds divided and distributed in said parties in the proportions of their said interests here to the whole of said estate, or if it said partitioner be appointed to partition, or in otherwise, the said lands.

It is, therefore, ordered, decreed and adjudged by the court that partition of the above premises described is granted; that the title to said premises is divided in the plaintiff and the several defendants according to their respective interests as hereinbefore set out; except that the defendant, Willie Sullateskee, is adjudged to have no interest therein, and that the title to the said premises and the other defendants is quieted in them, and that they divide equally, and that the decree of the court be affirmed, and the plaintiff be awarded the costs of this suit.

any interest in and to said lands adverse to said plaintiff and the remaining defendants, as above named.

IT IS FURTHER ORDERED that R. C. Smith, O. G. Weber, and A. R. Cunningham be, and they are hereby, appointed Commissioners to partition the land involved herein, in kind, among the owners thereof, in the proportionate parts heretofore set out, if the same can be done without manifest injury to said estate; otherwise, the said Commissioners shall severally appraise said tracts of land and make a report to the Clerk of this Court, without unnecessary delay; and the Clerk of this Court shall issue a writ of partition to said Commissioners, in accordance with this decree.

ROYCE H. SAVAGE

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United States District Judge.

*Wm. H. [unclear]*  
*John S. [unclear]*  
*Ed. [unclear]*  
*Maureen F. Ellison*  
*Guardian ad Litem*  
*of [unclear]*  
*John [unclear]*  
*of [unclear]*  
*of [unclear]*

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

PAUL A. PORTER, Administrator  
Office of Price Administration

Plaintiff

vs.

C. E. MILLER, An Individual  
d/b/a Ace Furniture Company

Defendant

CIVIL ACTION NO. 1780

FILED

APR 19 1946

J U D G M E N T

This cause coming on to be heard before me the undersigned Judge in and for the Northern Judicial District of the State of Oklahoma, on the 19<sup>th</sup> day of April, 1946, and it appearing to the Court that the parties hereto have heretofore entered into a stipulation, and it appearing to the Court that the Defendant has entered his general appearance and consented to the Court rendering Judgment on said stipulation and other pleadings, and the Court being sufficiently advised in the premises is of the opinion that a judgment should be entered in conformity with such stipulation.

It is therefore, the order, judgment and decree of this Court that the Plaintiff have and take judgment against the Defendant in the sum of \$25.00, together with all costs of this action.

It is the further order of this Court that the Defendant, his agents, servants, employees, representatives and attorneys and each of them be and are hereby permanently enjoined from selling or offering to sell any article set forth in Appendix C of Maximum Price Regulation 580 as it now exists or as it may hereafter be amended at prices in excess of the properly established maximum ceiling price, and

It is the further order of this Court that the Defendant be and is hereby ordered to use the applicable pricing method set forth in Section 7 of said Regulation 580 as it now exists or as it may hereafter be amended to establish the maximum ceiling price for each of such articles as it is now sold by him and listed in Appendix C of said Regulation, and

It is the further order of this Court that the Defendant be and is hereby directed to tag each article sold by him and listed in Appendix C of said Act 590 with a tag showing the correct ceiling price as is required by section 4 of said Act 590 as it now exists or as it may be hereafter amended, and

It is the further order of this Court that the Defendant be and is hereby ordered and directed to "retail" his invoices, that is, to mark his first correct selling price for each article on the invoice covered by his purchase of the article, the correct number of the pricing rule in Section 7 by which he determined his maximum ceiling price for an article and requiring the defendant to state on the invoice the quantity of each article, style, model or lot number, if the same was not shown by the seller on the invoice.

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United States District Judge for the  
Northern District of Oklahoma.

O.K.

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O. E. Martin, District Enforcement Attorney  
516 Key Building, Okla. City, Oklahoma

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W. J. Waite, Enforcement Attorney  
516 Key Bldg., Oklahoma City, Oklahoma

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C. E. Miller, Defendant  
1525 East Admiral, Tulsa, Oklahoma

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

Jennie Lowe, now Washburg, Plaintiff, )

vs. :

Frank Lowe, Jack Lowe, Ellen Lowe,  
enrolled as Ellen Dirteater, Emma  
Lowe, now Ketcher, Maude Lowe, now  
Dreadfulwater, Linda Lowe, now  
Fields, Dick Lowe, Sam Keener, Tom  
Keener, Earl Eugene Sanders, and the  
Unknown Heirs, Administrators, Execu-  
tors, Devisees, Trustees, Creditors,  
Legatees and/or Assigns, immediate  
and remote, known and unknown of  
Nellie Lowe, deceased, Neda Lowe,  
deceased, and Taylor Lowe, deceased,

Defendants, )

United States of America, )

Intervener. )

No. 912—

Civil.

W. W. WATFIELD  
CLERK OF COURT

ORDER NUNC PRO TUNC, CORRECTING FORMER ORDER.

Now, on this the 22<sup>nd</sup> day of April, 1946, it being shown that the provision as to distribution of funds placed in the hands of the Honorable W. L. Walker, Special Disbursing Agent for the Five Civilized Tribes, is, in part, erroneous, as set out in the Order of this Court made in the above case on March 20, 1946, in this— that the last paragraph thereof which sets out that the plaintiff, Jennie Lowe, should receive 3/18ths and the defendants should each receive a 5/18th thereof, should be corrected, so that the plaintiff should receive one-half (1/2) of such proceeds, and the defendants each a one-sixth (1/6th) portion thereof.

WHEREFORE, it is ordered by the Court that the provisions as to distribution, as contained in the said order of March 20, 1946, be amended so as to read, as follows:

IT IS FURTHER ORDERED, ADJUDGED and DECIDED by the Court that the balance remaining in his hands be remitted to the Honorable W. L. Walker, Special Disbursing Agent for the Five Civilized Tribes, by check made payable to the Treasurer of the United States; and that said sum so remaining be distributed, as follows, to-wit:

and the same received...

of the...

the...

of...

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IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

STANLEY SEANEK,

PLAINTIFF,

v.

Civil Action No. 1239

GUY A. THOMPSON, Trustee, and  
Missouri Pacific Railroad  
Company, a corporation, Debtor,

DEFENDANTS,

ORDER

On this 17th day of October, 1945, this cause having been previously set for trial by jury on this date, all parties and their respective attorneys having been notified thereof, same comes on for trial and the defendants appear by their attorney, Harrell Harper, and announce ready for trial; the plaintiff appears not either in person or by attorney and the cause having been called for trial and the plaintiff not having responded, it appears that this cause should be dismissed for failure to prosecute.

IT IS, THEREFORE, ORDERED AND ADJUDGED that plaintiff's cause of action be and the same is hereby dismissed for failure to prosecute.

*W. C. ...*  
United States District Judge

F I L E D

OCT 23 1945

H. P. WAINFIELD  
CLERK U. S. DISTRICT COURT

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

DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

-vs-

CERTAIN PARCELS OF LAND IN DELAWARE COUNTY, OKLAHOMA, containing 3.4 acres, more or less; and CLEO NEEDHAM et al.,

Defendants.

Petitioner,

CIVIL No. 1244

(Tract No. 1)

ORDER

(Allowing, Approving and Confirming Stipulation, and Divesting United States of America of All Right, Title and Interest in and to Tract No.1, etc.)

On this 22nd day of April, 1948, in the above styled proceeding, there is presented to the court for consideration and disposition a stipulation in writing entered into by the United States of America by Whit Y. Mauzy, United States Attorney for the Northern District of Oklahoma, and R. L. Davidson, Special Assistant United States Attorney for the Northern District of Oklahoma, and Cleo Needham by Ed V. Coppedge, his attorney; from which stipulation it appears that the parties thereto have stipulated and agreed as follows, to-wit:

- (1) That under and in virtue of the Declaration of Taking filed in the above entitled proceeding, on June 30, 1944, and the deposit on that date in the registry of the court of estimated just compensation therefor in the amount of \$56.00, the United States of America acquired, and now owns and holds, a perpetual easement for road purposes upon and across that certain parcel of land identified and designated as Tract 1 (30 P-28 1041) in said Declaration of Taking, and described as follows, to-wit:

The East 40.0 feet of the North 225.4 feet of the SE, NE1 of Sec. 24, T 25 N, R 23 E., and the West 40.0 feet of the North 225.4 feet of the Lot 2, Sec. 19, T 25 N, R 24 E., of the Indian Base and Meridian, Seneca Survey, in Delaware County, Oklahoma, containing 3.4 acre, more or less.

(2) That said real estate (Tract 1: 30 W-Cr 1001) described above, and the perpetual easement for road purposes aforementioned and all rights, privileges and interests thereunder acquired by the United States of America in the manner aforementioned, shall be excluded from the above-entitled proceeding; and said perpetual easement and all right, title and interest therein of the United States of America shall be, and hereby is, cancelled, extinguished, set aside and terminated, and said described real estate released and relieved of the burden of said easement.

(3) That the said Cleo Needham, for himself and for his heirs, or assigns, shall, and does, waive and relinquish any and all claims or demands against the United States of America for compensation for and on account of the taking of the perpetual easement for said purposes aforementioned, and shall and does consent and agree that the estimated just compensation in the amount of \$56.00 now on deposit in the registry of the court, as deposited in relation to Tract 1 (30 W-Cr 1001), may be returned to the United States of America. And further, that the demand for jury trial as made for and on his behalf shall be, and is hereby withdrawn.

(4) The parties hereto consent to the rendition by the court of such orders, judgments and decrees as are necessary and appropriate to effectuate this stipulation

And the court having considered said stipulation, and being fully advised in the premises,

DO, HEREBY, On this 21st day of April, 1946, the Court DOEN ORDER, ADJUDY AND DECREE, that said stipulation be, and the same is, in all respects allowed, approved and confirmed; and further,

That the real estate (Tract 1: 30 W-Cr 1001) described in said stipulation and the perpetual easement for road purposes mentioned therein and all rights, privileges and interests thereunder acquired, by the United States of America shall be, and are, excluded from the above styled proceeding; and said perpetual easement and all right, title and interest therein of the United States of America shall be, and is, cancelled, extinguished, set aside and terminated, and said described real estate released and relieved of the burden of said easement; and further,

That the said Cleo Needham, for himself and for his heirs or assigns, has, by and under the terms of said stipulation waived and relinquished any and all claims or demands against the United States for compensation for and on account of the taking of said perpetual easement for road purposes and consents and agrees that the estimated just compensation in the amount of \$56.00 now on deposit in the registry of the court, as deposited in relation to Tract 1 (30 W-Cr 1001), may be returned to the United States

of America; and, further, that the demand for jury trial as made for and on his behalf shall be, and is, withdrawn; and,

THE COURT WITH FINAL ORDER, ADJUDGMENT AND DECREE, that the estimated just compensation aforementioned in the amount of \$50.00, now on deposit in the registry of the court, be returned to the United States of America - the check therefor to be payable to the order of the Treasurer of the United States.

S. Royce D. Sizer,  
ROYCE D. SAZGER, JUDGE

OK.

/s/ Ad V. Coppedge  
(Ad V. Coppedge) Attorney for  
Cleo Needham

OK.

/s/ R. L. Davidson  
(R. L. Davidson) Special Assistant  
United States Attorney for the  
Northern District of Oklahoma

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

DRAIN ESPER,  
vs-  
NEW COZY THEATRE COMPANY, a  
corporation, et al.,  
Plaintiff,  
Defendants.

No. 1648 - Civil

**FILED**  
APR 22 1946

J U D G M E N T

**H. P. WARFIELD**  
CLERK U. S. DISTRICT COURT

Now on this 22<sup>nd</sup> day of April, 1946, the court having filed its findings of facts and conclusions of law herein, judgment is hereby rendered in accordance therewith as follows:

That the defendant, Howard Goldin, recovered nothing by his cross-petition and is assessed cost in the amount of \$10.00;

That the said defendant, Howard Goldin, his agents, servants, and all persons acting under his direction, control, permission, or license of the defendant, Howard Goldin, be and they are perpetually enjoined and restrained from exhibiting the film "The Facts of Life", or any part thereof, or from exhibiting said film under any other title, name or designation, or from in any manner interfering with, appropriating, copying or "stealing" said film or the copyright thereof, owned by the plaintiff;

That the plaintiff Drain Esper recovered damages against the defendant, New Cozy Theatre, in the sum of \$1,000.00, a reasonable attorney fee in the amount of \$250.00, and cost in the amount of \$29.40.

Roy A. Young  
Judge of United States District  
Court

FEDERAL BUREAU OF INVESTIGATION  
DEPARTMENT OF JUSTICE

Washington, D. C.,

Scientific, )

- 4 -

Robert M. ... et al.,

Defendants, )

No. 1684 --  
1946.

United States of America,

Intervenor. )

**FILED**  
APR 22 1946

MEMORANDUM

**R. B. WARFIELD**  
CLERK OF DISTRICT COURT

This is the main, or for herein before the undersigned  
Judge in the above order, on this 18th day of April, 1946,  
which were made by their attorneys, and I. ... and  
... .., defendant, James B. ... .. by his  
attorney, ... .., defendant, ... .. appearing  
out, and the Court requires the files in all cases of this  
to be kept up to date by service by publication,  
which is in all cases regular as to this Court is served,  
and all the other defendants, being ... ..  
of the ... .. of ... .. by ... ..  
United States ... .. of  
Alabama.

Whereupon, ... .. evidence ... ..  
and the ... .. and ... .. and the  
Court after hearing the testimony and examination of the files,  
finds that all cases are in files of the District Court of  
... .. by ... .. referred  
to this Court for this district.

Whereupon, the Court, after the ... ..  
... .. of ... .. of ... ..  
referred to, ... .. with  
on the 18th day of April, 1946.

... ..  
... ..  
... ..



and subject to have entered established such trusts and  
and subject to the exercise of powers of appointment of the said trusts.

And the said trustees, executors, administrators and assigns  
do hereby certify that there is no person or persons of  
any profession of law as hereinafter said John Bennett,  
John Johnson or others do have any right, title, claim, or  
interest in said property, and the devising and execution  
of the will is as expressed as set out herein, and that said  
will is subject to partition.

And the said trustees, executors, administrators and assigns  
do hereby certify that the said John Bennett, John Johnson and John Jackson  
are eligible persons to be appointed commissioners and they  
are hereby appointed commissioners to partition said  
property under the powers hereinbefore in this instrument set out,  
and that if partition in kind cannot be made, said commissioners  
shall cause an account to be made of said property and  
discretely divide the same and take care to give effect to  
the said division and to the rights of the parties to the same;  
And the said trustees, executors, administrators and assigns  
do hereby certify that they have taken the oath required by law;  
And the said trustees, executors, administrators and assigns  
do hereby certify that they will discharge their duties with  
their duties.

Raymond H. Savage

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

PAUL A. PORTER, Administrator,  
Office of Price Administration,

Plaintiff

vs.

L. A. BEALEY and  
ROY L. YOCHAM,

Defendants

Civil Action No. 1741

**FILED**  
APR 22 1946

JOURNAL ENTRY OF JUDGMENT

**H. P. WARFIELD**  
CLERK U. S. DISTRICT COURT

Now on this 12th day of April 1946, the above styled and numbered cause of action comes on for hearing regularly before the Court upon the complaint filed herein, the plaintiff appearing by counsel and the defendants appearing neither in person or by representative, and the Court finds that the defendants have been given due and proper notice of the pendency of this action more than twenty days prior hereto, and have wholly failed to answer or otherwise plead in said cause, directs the plaintiff to proceed; and the Court having heard the testimony of witnesses, sworn and examined in open court, finds that the plaintiff is entitled to a permanent injunction restraining and enjoining the defendants from demanding or receiving rent in excess of the maximum legal rate upon the several rental properties owned by, and under the control of the said defendants, together with judgment in the sum of Fifty Dollars (\$50.00), according to the terms of the written statement of finding of fact and conclusions of law filed herein by the Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendants, their agents, servants, employees, representatives, attorneys, and all persons in active concert or participation with any of them be, and each of them are hereby enjoined and restrained from directly or indirectly:

1. Demanding or receiving rent in excess of the maximum legal rate upon the rental unit known and described as Apartment 2, 1347 East 8th Street, Tulsa, Oklahoma, as determined by the registration of the said rental unit on file in the area Rent Office, Tulsa, Oklahoma, or as such maximum legal rent be hereafter adjusted by the Office of Price Administration.

- (2) Demanding or receiving rent in excess of the maximum legal rate upon any rental unit owned by or under the control of the said defendants as reflected by the registration thereof on file in the Area Rent Office, Tulsa, Oklahoma.

It is further ordered and adjudged that the plaintiff have and recover from the said defendants judgment in the sum of Fifty Dollars (\$50.00) for the use and benefit of the United States Treasury, and that the costs of this action be taxed against the defendants.

*Royce H. Savage*  
United States District Judge for the  
Northern District of Oklahoma

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Attorneys for Plaintiff

PAUL A. COLE, Administrator  
Office of Price Administration,  
Plaintiff,

vs.

A. H. STAUFFER and HARRY W. WOOD,  
a partnership,  
d/b/a Stauffer's Restaurant,  
Defendants,

FILED ACT OR NOV 1988

FILED  
IN OPEN COURT  
APR 22 1946

JUDGMENT

H. P. WARFIELD  
CLERK U.S. DISTRICT COURT

This matter came on for hearing on this 22nd day of April, 1946, before the honorable James H. Savage, Judge of the United States District Court, in and for the Western Judicial District. The Plaintiff was represented by his counsel of record, James T. Stahl and the Defendants appeared by their counsel of record, David L. Clifton.

A formal stipulation signed by the parties hereto was presented to the court, wherein it was agreed and stipulated by the parties that the Defendants waived the issuance and service of summons, and entered their general appearance herein for all purposes, and agreed that they waived time within which to answer or to file a plea to the Amended Complaint now on file. The Defendants further agreed that the court may issue a permanent injunction against them all as prayed for in said Amended Complaint, and it was further stipulated and agreed by the parties hereto that the court might enter a money judgment against the Defendants in the sum of \$614.80 as full settlement of the damages prayed for in the Amended Complaint now on file.

The court having heard statement of counsel for Plaintiff and Defendants, examined the above referred to stipulation and being otherwise well and fully advised in the premises find that a permanent injunction should issue against the Defendants all as prayed for in the Amended Complaint on file hereto and that the Plaintiff should have and recover of and from the Defendants for and on behalf of the United States of America, a money judgment in the sum of \$614.80 and all costs of this action.

IT IS THE ORDER of the court that the Defendants, A. H. Stauffer and Harry W. Wood, their servants, agents, employees, representatives and any and all persons in whose concert or participation with them he and are

hereby permanently enjoined from directly or indirectly violating restaurant maximum price Regulation No. 2 and any and all amendments heretofore or hereafter issued thereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECLARED by the court that the Plaintiff have and recover of and from the Defendants a money judgment for and on behalf of the United States of America in the sum of \$14.00, and all costs of this action.

Approved as to form:

Boyce H. Savage  
United States District Judge

James T. Steil  
James T. Steil, Attorney for Plaintiff

David B. Milsten  
David B. Milsten, Attorney for Defendants

FILED

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

H. H. WATKINS  
U.S. Marshal

Martin England,	Plaintiff,	)	
vs.		)	No. 1635
Juanita Fogleman, nee England,		)	CIVIL.
Jensie Freeman, nee England, Lucy		)	
Clay, nee England, Ada McClain,		)	
nee England, and Betty Jean Robert-		)	
son, nee England, and the unknown		)	
Heirs, Executors, Administrators,		)	
Devisees, Claimants, Trustees and		)	
Assignes, both immediate and remote		)	
of Charles England, deceased, Chero-		)	
kee Indian Roll No. 19980, and of		)	
Mary England, nee Crittenden, de-		)	
ceased Cherokee Indian, Roll No.		)	
19610, and the State of Oklahoma,	Defendants.	)	
and the United States of America,		)	
The United States of America,	Intervener.	)	

ORDER APPROVING SALE BY UNITED STATES MARSHAL

Now, on this the 23<sup>rd</sup> day of April, 1946, there coming on for hearing the Motion of Plaintiff, Martin England, for an Order Approving the Sale of Real Estate, made in the above action on the 16th day of April, 1946, by the United States Marshal, for the Eastern District of Oklahoma, and a return and report of said sale having been filed herein on the 22nd day of April, 1946; the plaintiff appearing by his Attorney, John S. Severson; the United States of America appearing by the Honorable Whit E. Lauzy, United States District Attorney for the Northern District of Oklahoma, who appeared as well for all the restricted Indians, parties to said motion, to-wit: The Plaintiff and the defendants who are full-blood Indians; and the Court having heard said Motion, and having examined said Return of Sale, and being fully advised, finds that said United States Marshal for the Eastern District of Oklahoma, after advertising the same in all particulars as required by law and as provided by the Orders of this Court, sold the land described in said return for

the total sum of \$290.00 which said sum the said Marshal has paid into the Registry of this Court; and said sum being in excess of the appraised price, as fixed by the commissioners appointed by this Court, to partition or appraise the same.

The court further finds that said sale was made, in all particulars, as provided by the Orders of this Court and the statutes, state and federal, in like cases made and provided; and that said report and return of sale should, in all things, be confirmed and approved and made firm and effectual, forever; and that distribution of the funds should be made by the Clerk of this Court.

IT IS, therefore, ORDERED, ADJUDGED and DECREED by the Court, that the said sale, so made by United States Marshal for the Western District of Oklahoma, be to the following lands, to-wit:

1/4 of NE 1/4 of SW 1/4, and 3/4 of SE 1/4, of Section 5, Township 16 North, Range 25 East, in Adair County, Oklahoma, to Hilley Marshall, for the sum of \$200.00;

and, the sale of the following land, to-wit:

3/4 of SE 1/4 of NW 1/4, and 1/4 of SE 1/4 of NE 1/4, and 1/4 of NE 1/4 of NE 1/4, of Section 34, Township 17 North, Range 24 East, in Adair County, Oklahoma, to Geo. B. Fowler, for the sum of \$90.00;

and the same is hereby approved and confirmed, and made firm and effectual forever.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the U. S. Marshal for the Western District of Oklahoma, Granville L. Morris, make, execute and deliver several deeds to said purchasers; and that an attested copy of this Order shall be the authority for so doing.

IT IS FURTHER ORDERED by the Court that the Clerk of this Court pay all costs and expenses incident to this sale, including the Deeds of the United States Marshal for the Western District of Oklahoma, in the sum of \$7.40; and publication fees of Stillwell Democrat Journal, in the sum of \$20.00; and to pay to John L. Peterson the sum of \$30.00; and his attorney's fee in this action, as herein allowed.

IT IS FURTHER ORDERED that the Clerk remit to W. H. Walker, disbursing agent for the five civilized tribes, Muskogee, Oklahoma, by check made payable to the Treasurer of the United States, for the use and benefit of the parties to this action, according to their interests, to-wit:

The Plaintiff, Martin England. . . . .	1/8th;
The defendants, —	
Juanita Hogleman, nee England, . . . . .	1/8th;
Lucy Clay, . . . . .	1/8th;
Ada Cowan, . . . . .	1/8th;
Betty Jean Robertson . . . . .	1/8th;
Jennie Freeman, . . . . .	1/8th.

IT IS FURTHER ORDERED that said United States Marshal file with the Clerk of this Court a report showing the execution of the deeds, aforesaid.

*W. J. Savage*  
United States District Judge.

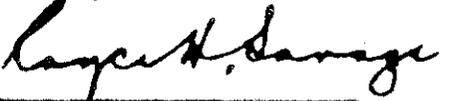


jected said vehicle to forfeiture and any claim of the claimants for rescission should be denied.

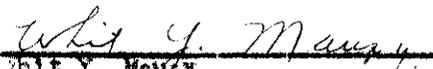
The Court further finds that the approximately 28 cases of assorted taxpaid intoxicating liquor seized herein should be forfeited.

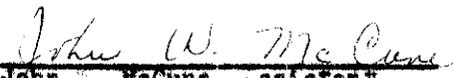
IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that a forfeiture herein be, and the same is hereby allowed as to the above described 1941 Plymouth Coupe and that the United States Marshal deliver said vehicle to the District Supervisor of the Alcohol Tax Unit, Bureau of Internal Revenue, Kansas City, Missouri, and that payment of the storage charges upon said vehicle be paid by said agency.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that a forfeiture be, and the same is hereby allowed as to the approximately 28 cases of assorted intoxicating taxpaid liquors which are ordered delivered to the Secretary of the Treasury of the United States or his agents or employees, for proper and lawful disposition.

  
\_\_\_\_\_  
JUDGE

C. L. DISTRICT:

  
\_\_\_\_\_  
Whit Y. Mauzy  
United States Attorney

  
\_\_\_\_\_  
John W. McCune, Assistant  
United States Attorney

  
\_\_\_\_\_  
Luther P. Lane,  
Attorney for claimants.

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

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CERTAIN PARCELS OF LAND IN DELAWARE COUNTY, OKLAHOMA,  
containing approximately 240.20 acres, more or less; and  
Lulu B. Huggins, et al.,

Defendants,

CIVIL NO.

1.26

ORDER FIXING TITLE, DECREERING JUST COMPENSATION AND MAKING  
DISTRIBUTION AS TO TRACT NO.

43 (26 F. - 910)

NOW, on this *24th* day of *April*, 194*6*, there

coming on for hearing the application of the defendant, *Samantha Summerfield, now Swindler*

for an order fixing title, decreeing just compensation and making distribution  
as to Tract No. *43* (26 F. - 910)

and the Court being fully advised in the premises, finds:

That the defendant, *Samantha Summerfield, now Swindler*, was  
the owner of the land designated as Tract No. *43* (26 F. - 910)  
when this proceeding was commenced; that the petitioner filed a Declaration  
of Taking and deposited in the registry of this Court the estimated just  
compensation in the sum of \$ *41.60* for the  
taking of a perpetual easement for flowage purposes, upon and over  
said tract of land; that this Court entered a judgment upon said Declaration  
of Taking filed by the petitioner, thereby vesting in the petitioner, United  
States of America, a perpetual flowage easement upon and over said tract of land;  
and decreed that the owners and those having any right, title or interest in and  
to said land, have and recover just compensation for the taking of said perpetual  
flowage easement.

FILED  
APR 24 1946  
SUMMERFIELD  
CASE NO. 43 (26 F. - 910)

The Court further finds that the defendant, **Samantha Summerfield, now Swindler**, in writing, agreed to grant and sell to the petitioner a perpetual flowage easement upon and over said tract of land for the sum of \$ **41.60** which was accepted by the petitioner.

The Court further finds that the sum of \$ **41.60** is just compensation for the injuries and damages sustained by said defendant.

The Court further finds that no person, firm, corporation, or taxing subdivision of the state other than said defendant have any right, title or interest in and to said just compensation, except

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the defendant, **Samantha Summerfield, now Swindler** the owner of the land designated as Tract No. **43 (26 PW - 910)** when this proceeding was commenced, and that the sum of \$ **41.60** is just compensation for the damages sustained by the defendant; and that said defendant **is** the only person having any right, title or interest in and to said just compensation, except

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is hereby authorized and directed to make distribution from the funds deposited as just compensation for the taking of said tract, as follows, to-wit:

TO: Treasurer of the United States of America for the use and benefit of **Samantha Summerfield, now Swindler,**

TRACT NO. **43 (26 PW - 910), . . . . . \$41.60**

OK. J.S.C.

(S) Rayce H. Savage  
JUDGE

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

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CIVIL NO. 1126

CONTAINING A BILL OF LADYBIRD BENEFIT UNIT, et al.,  
contains approximately 240.20 acres, more or less;  
and Edna B. Dupins, et al.,

Defendants,

ORDER FIXING TITLE, DECREESING JUST COMPENSATION AND MAKING  
DISTRIBUTION AS TO TRACT NO.

FILED  
APR 24 1946  
H. W. WARFIELD  
CLERK OF DISTRICT COURT

46 (26 - 1 - 913)

NOW, on this 24th day of April, 1946, there

coming on for hearing the application of the defendant, Nancy Lusserfield, now inlow

for an order fixing title, decreesing just compensation and making distribution

as to Tract No. 46 (26 - 1 - 913)

and the Court being fully advised in the premises, finds:

That the defendant, Nancy Lusserfield, inlow, was

the owner of the land designated as Tract No. 46 (26 - 1 - 913)

when this proceeding was commenced; that the petitioner filed a Declaration  
of Taking and deposited in the registry of this Court the estimated just

compensation in the sum of \$ 66.20 for the

taking of a perpetual easement for flowage purposes, more and over  
said tract of land; that this Court entered a judgment upon said Declaration

of Taking filed by the petitioner, thereby vesting in the petitioner, United

States of America, a perpetual flowage easement more and over said tract of land;  
and decreed that the owners and those having any right, title or interest in and

to said land, have and recover just compensation for the taking of said perpetual flowage  
easement.

The Court further finds that the defendant, Nancy Summerfield, now Inlow, , in writing, agreed to grant and sell to the petitioner a perpetual flowage easement upon and over said tract of land for the sum of \$ 66.20 , which WAS accepted by the petitioner.

The Court further finds that the sum of \$ 66.20, is just compensation for the injuries and damages sustained by said defendant

The Court further finds that no person, firm, corporation, or taxing subdivision of the state other than said defendant have any right, title or interest in and to said just compensation, except

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the defendant, Nancy Summerfield, now Inlow, was the owner of the land designated as Tract No. 46 (26 F. 913) when this proceeding was commenced, and that the sum of \$ 66.20 is just compensation for the damages sustained by the defendant ; and that said defendant is the only person having any right, title or interest in and to said just compensation, except

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is hereby authorized and directed to make distribution from the funds deposited as just compensation for the taking of said tract , as follows, to-wit:

TO: Treasurer of the United States of America for the use and benefit of Nancy Summerfield, now Inlow

TRACT NO. 46 (26 F. - 913), . . . . . \$ 66.20

OK J.S.C.

(S) Royce H. Savage  
JUDGE

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

UNITED STATES OF AMERICA,

Petitioner,

vs.

CERTAIN PARCELS OF LAND IN OTTAWA COUNTY,  
OKLAHOMA, containing approximately 160.70 acres,  
more or less; and Clay A. Babb, et al.,

Defendants.

CIVIL NO. 1156

FILED  
APR 20 1946

RECORDED  
APR 20 1946

ORDER AMENDING JUDGMENT OF FEBRUARY 1, 1946, AND  
AMENDING ORDER FIXING TITLE AND MAKING DISTRIBUTION  
OF APRIL 19, 1946, AS TO TRACT NO. 2 (31 FW 1157),  
AND TRACT NO. 3 (31 FW 1158)

Now on this 24<sup>th</sup> day of April, 1946, this matter comes on for hearing upon application of petitioner for an order amending judgment entered herein on February 1, 1946, and for an order amending the order fixing title and making distribution entered herein on April 19, 1946 as to Tract No. 2 (31 FW 1157), and as to Tract No. 3 (31 FW 1158), and the Court being fully advised in the premises, finds:

That on the 1st day of February, 1946, judgment was entered in this cause confirming report of commissioners and fixing just compensation as to Tract No. 2 (31 FW 1157), in the amount of \$270.00, and confirming report of commissioners and fixing just compensation upon Tract No. 3 (31 FW 1158), in the amount of \$93.00.

The Court finds that the petitioner and Israel Putnam Williams and Lora Delphus Williams, the owners of Tract No. 2 (31 FW 1157), entered into an agreement and stipulation in the form of an accepted offer of sale as to the just compensation to be paid for the estate taken in the land in these proceedings and more particularly described and designated as:

TRACT NO. 2 (31 FW 1157)

Flowage Easement

All that part of the SW $\frac{1}{2}$  SE $\frac{1}{2}$  of Sec. 6, T 25 N, R 24 E of the Indian Base and Meridian, Quapaw Survey, 1 Ottawa County, Oklahoma, particularly described as follows, to-wit:

"Beginning at the SE corner of the SW $\frac{1}{2}$  SE $\frac{1}{2}$  of Section 6, T 25 N, R 24 E, thence North 366 feet, thence west 357.4 feet;

thence South 366 feet; thence East 357.4 feet to the point of beginning" lying below Elev. 758 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 0.9 acres.

STIPULATED TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, ... \$181.30

and that said stipulation, agreement, and accepted offer of sale entered into between petitioner and the owners of said tract is in all respects regular and should be confirmed and approved in every respect, and said sum as set out in the aforementioned accepted offer of sale is just compensation for the estate taken.

The Court further finds that the petitioner and H. E. Morrow, the contract purchaser, owner of Tract No. 3 (31 FW 1158), entered into an agreement and stipulation in the form of an accepted offer of sale as to the just compensation to be paid for the estate taken in the land in these proceedings and more particularly described and designated as:

TRACT NO. 3 (31 FW 1158)

Flowage Easement

All that part of the S $\frac{1}{2}$  S $\frac{1}{2}$  SW $\frac{1}{4}$ , and all that part of the S $\frac{1}{2}$  SW $\frac{1}{4}$  S $\frac{1}{2}$  less 3.0 acres in the SE corner thereof, and all that part of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Sec. 6, T 25 N, R 24 E of the Indian Base and Meridian, Quapaw Survey, in Ottawa County, Oklahoma, lying below Elev. 758 Sea Level Datum, except that portion owned by the Grand River Dam Authority, containing approximately 3.1 acres.

STIPULATED TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (PERPETUAL EASEMENT) AND ALL DAMAGES TO THE REMAINDER, IF ANY, ..... \$75.00

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the judgment entered in this cause on February 1, 1946, insofar as it attempts to fix the just compensation for the taking of said Tract No. 2 in the amount of \$270.00, and for the taking of said Tract No. 3 in the amount of \$93.00, is hereby vacated and set aside, and that the order of April 19, 1946, insofar as it decrees distribution upon Tract No. 2 in the amount of \$270.00, and upon Tract No. 3 in the amount of \$93.00, is likewise vacated and set aside.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the offers of sale upon said Tracts Nos. 2 and 3, made by the owners of said tracts and accepted by the petitioner, are hereby confirmed and approved in all respects, and that

the sums of money set forth therein to be paid are full and just compensation for the estates taken as to said tracts of land in the sums of money as set forth, as follows, to-wit:

Tract No. 2 (31 FW 1157).....\$181.30  
Tract No. 3 (31 FW 1158).....\$ 75.00

IT IS FURTHER ORDERED that the said judgment of February 1, 1946, and the said order fixing title and making distribution of April 19, 1946, are in all other respects and matters hereby confirmed and approved.

IT IS THE FURTHER ORDER OF THIS COURT that the Clerk hereof be and he is hereby ordered and directed to cancel registry of court check No. 2364, dated April 19, 1946, payable to the order of Israel Putnam Williams and Lora Delphus Williams, in the amount of \$270.00; and check No. 2365, of the same date, payable to the order of J. T. Huffaker and H. E. Morrow, in the amount of \$93.00, both issued pursuant to the order of April 19, 1946, and to issue in their stead checks, as follows:

TO: Israel Putnam Williams and  
Lora Delphus Williams,  
Fee Owners,  
Tract No. 2 (31 FW 1157).....\$181.30  
  
TO: J. T. Huffaker, fee owner at the date  
of the Government's taking, and H. E.  
Morrow, present fee owner,  
Tract No. 3 (31 FW 1158).....\$ 75.00  
  
TO: Treasurer of the United States of  
America, as a refund upon said Tracts  
No. 2 (31 FW 1157) and No. 3 (31 FW  
1158).....\$106.70

OK  
J.S.C.

George H. Savage  
JUDGE



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

UNITED STATES OF AMERICA,

Petitioner.

vs.

CERTAIN PARCELS OF LAND IN OTTAWA COUNTY,  
OKLAHOMA, containing approximately 452.50  
acres, more or less; and Amie M. Chuwalocky,  
et al.,

Defendants.

CIVIL NO. 1160

FILED  
APR 24 1946

RECORDED  
APR 24 1946

ORDER FIXING TITLE AND MAKING DISTRIBUTION  
AS TO TRACT NO. 11 (47 FW 1536)

Now on this 24th day of April, 1946, there comes on for hearing the application of H. A. Andrews, Superintendent of the Quapaw Indian Agency, for and order fixing title and making distribution as to Tract No. 11 (47 FW 1536), and the Court being fully advised in the premises, finds:

That the United States of America in trust for Cora W. Humphrey, and others, was the owner of the land designated as Tract No. 11 when this action was begun; that petitioner filed a declaration of taking and deposited in the registry of the court as the estimated just compensation the sum of \$1,160.25 for the taking of a perpetual flowage easement upon and over said tract of land; that this court entered judgment upon said declaration of taking filed by the petitioner thereby vesting in the petitioner, the United States of America, a perpetual flowage easement upon and over said tract and decreed that the owners and those having any right, title or interest in and to said land have and recover just compensation for the taking of said perpetual flowage easement.

The court further finds that by judgment of March 26, 1946, the just compensation for the taking of said perpetual flowage easement upon and over said Tract No. 11 was fixed in the amount of \$1,362.25; that <sup>of</sup> said amount ~~in~~ the sum of \$325.00 was distributed to the parties entitled under order of December 22, 1944, and that there is now on deposit in the registry of the court for distribution to the parties entitled the sum of \$1,037.25.

The court further finds that no taxes are due upon said tract as said tract is non-taxable; that no other person, firm or corporation has any right, title, or interest in and to said just compensation.

IT IS WHEREFORE ORDERED, ADJUDGED AND DECREED, by this Court that when this action was begun, the United States of America held in trust for Cora E. Humphrey, and others, legal title to the land designated as Tract No. 11 (47 FW 1536), and that the United States of America for the use and benefit of Cora E. Humphrey, and others, is the only person having any right, title or interest, in and to said just compensation.

IT IS FURTHER ORDERED that the Clerk of this Court be and he is hereby authorized and directed to make distribution from the funds on deposit for the taking of said tract, as follows, to-wit:

TO: Treasurer of the United States of America for  
the use and benefit of Cora E. Humphrey, and  
others, fee owners, Tract No. 11 (47 FW 1536).....\$1,037.25

OK  
S.C.  
J.

(s) Roger H. Ferris  
JUDGE

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

Charles M. Cobb, Administrator,  
Office of Price Administration,

Plaintiff

vs

FRIG'S COMPANY, a Corporation,  
116-18 N. Main Street,  
Tulsa, Oklahoma

Defendant.

CIVIL NO. 1718

J. J. O'Connell

On this 2nd day of March, 1946, there came on to be heard by the Court the above entitled and numbered cause. The plaintiff appeared by John J. L. Cobb, counsel, and the defendant appeared by its President, H. E. Irby and by its attorneys, Henry W. Pitt and Joe N. Shidler. Both plaintiff and defendant announced ready for trial and evidence was introduced by both sides.

Whereupon, the Court being advised that the parties had entered into a stipulation in writing whereby it was agreed that the plaintiff should recover judgment against the defendant in the sum of \$210.00 in cash and complete settlement of the damage feature of the Complaint, same being for treble damages for sales above the ceiling price of commodities covered by Maximum Price Regulations No. 350 and No. 380.

Upon hearing evidence as to the prayer in the Complaint for an injunction, the Court finds that there is a serious question as to whether any overcharges were made by the defendant, and that if any were made, such overcharges were not willful. The Court concludes as a matter of law that the prayer for injunction should be denied.

... that the plaintiff have and recover judgment from the defendant, ... corporation, in the sum of \$150.00, and all costs of this action.

It is further prayed that the prayer of the plaintiff for an injunction against the defendant be and the same is hereby denied.

WITNESSETH MY HAND AND SEAL OF OFFICE

... in

\_\_\_\_\_  
Attorney for Plaintiff

\_\_\_\_\_  
Attorneys for Defendant

U. S. DISTRICT COURT, DISTRICT OF OKLAHOMA  
Office of Price Administration

Plaintiff

vs.

CIVIL ACTION NO. 1768

J. W. WEBB, an Individual  
d/b/a S. & B. Clothing Company  
12 North Main  
Miami, Oklahoma

Defendant

FILED  
APR 24 1946

FINAL DECREE

H. P. WATKINS

This cause now comes on for hearing in regular order and the court examines the files and pleadings in this cause, including the consent executed and filed herein by the defendant, and being fully advised in the premises, finds:

1. That this court has jurisdiction of the parties and subject matter of this action.
  2. That the material allegations in the plaintiff's complaint are true and correct; that the defendant has violated said Maximum Price Regulation No. 580, as alleged, but that the violations were neither willful nor intentional, and that this is a case in which it is proper that an injunction issue.
  3. The court further finds that judgment should be entered under Count II in the sum of \$175.00.
  4. The court further finds that this injunction shall not be or remain in full force and effect for a period of longer than 90 days, unless the plaintiff can produce proof that the defendant is violating said regulation.
- IT IS THE ORDER OF THE COURT, by the court, that the defendant, his agents, servants and employees and all persons in active concert or participation with any of them, be and they are hereby enjoined from either directly or indirectly:
- a. failing or refusing to comply in all things and respects with Sections 4, 15, 16 and 18 of Maximum Price Regulation 580, as amended, and said defendant is hereby ordered to so comply with the same. This injunction, however, not to remain in effect for a period of longer than three months unless plaintiff can show to the court's satisfaction that defendant is in violation of the aforesaid regulation.
  - b. Or certain judgment against said defendant in the sum of \$175.00 with interest at 6% per annum, until paid, and for the cost of this action.

Issued at Tulsa, Oklahoma, this 24<sup>th</sup> day of April, 1946.

OK O. B. Martin  
Waldo T. Oden  
Attorneys for Plaintiff  
F. O. Kohler  
Defendant

Royce H. Seay  
UNITED STATES DISTRICT COURT

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

Maggie Beaver Pickup, Plaintiff, {  
vs. : No. 1736 -  
Willie Pickup, Emma Pickup, { CIVIL.  
Bettie (or Bessie) Pickup, {  
Susie Pickup, Dick Pickup; {  
and the Unknown Heirs, Execu- {  
tors, Administrators, Deficees, {  
Trustees and Assigns, both im- {  
mediate and remote, of George {  
Pickup, deceased, Full-blood, {  
Cherokee Indian, Roll No. 18205. {  
Defendants, {  
United States of America, Interveners. {

DECREE QUIETING TITLE, DETERMINING HEIRS, ~~WARREN~~  
AND GRANTING PARTITION.

Now on this the 18th day of April, 1946, the above case coming on for trial; the plaintiff appearing by her Attorney of record, John S. Severson; the defendant, Dick Pickup, appearing by T. L. Marteney, Guardian ad Litem; the known defendants named in the caption hereof appearing not; and the United States of America, appearing by the Honorable Whit Y. Mauzy, United States Attorney for the Northern District of Oklahoma, who appears as well for all of the parties to this action, as hereinbefore named, all of whom are restricted Full-blood Cherokee Indians.

And the plaintiff, having adduced her evidence; and the Court being fully advised, finds: That all of the defendants, above named, are lawfully before the court -- having signed waivers, waiving the issuance and service of summons, except the defendant, Dick Pickup, a minor, over 15 years of age, who was legally served with summons issued by the Court Clerk of Mayes County, Oklahoma, and lawfully served on said minor by the Sheriff of Mayes County, Oklahoma, prior to the removal of this action to this Court; and it further appearing that said District Court of Mayes County, Oklahoma, appointed T. L. Marteney, an Attorney at Law of the Mayes County Bar, as his Guardian ad

which said Guardian ad Litem filed a proper Answer in said District Court, and which Answer is now of record in this Court.

The Court further finds that an affidavit was duly filed in the State Court, on November 21, 1945, setting out that the plaintiff had been unable to locate any of the unknown heirs of said decedent, George Pickup, since the filing of said petition and the publishing of the notice to his unknown heirs, which affidavit the Court accepts, and the plaintiff is relieved of the necessity of attempting to mail copies, as required by State law.

The Court further finds that a notice against the unknown heirs, executors, administrators, devisees, trustees and assigns of said George Pickup, deceased, was lawfully published in the Hayes County Democrat, said publication being made, as follows: October 18th and 25th; and November 1st, 1945; and that the answer, as filed in said publication notice, to-wit: November 20th, 1945, was more than 41 days after the first published notice that due and proper proof of said publication has been filed in this Court, and the same is, therefore, approved; and the allegations of the petition, as to said unknown defendants, is taken as true.

The Court further finds that notice of the pendency of this action was duly served on the Superintendent of the Five Civilized Tribes, at Muskogee, as contemplated by Act of Congress in like cases made and provided; and finds that the United States of America lawfully intervened herein after having filed its petition to transfer the case from the District Court of Hayes County, Oklahoma, where said case was then pending, as Act No. 7576, being filed on October 18th, 1945; and that proper order was made transferring said action to this Court and that this Court now has jurisdiction of the persons, as well as the subject matter of this action.

The Court further finds that the following lands-- the subject matter of this action -- was allotted to the said George Pickup, a full-blood Cherokee Indian, Roll No. 10806 to-wit:

The NE<sup>1</sup>/<sub>4</sub> of NE<sup>1</sup>/<sub>4</sub> of NE<sup>1</sup>/<sub>4</sub>, of Section 26,  
Township 21 North, Range 30 East, in  
Weyes County, Oklahoma;

and,

The S<sup>1</sup>/<sub>4</sub> of NE<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub>, and  
the SE<sup>1</sup>/<sub>4</sub> of NW<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub>, and  
the NW<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub> of NW<sup>1</sup>/<sub>4</sub>, of  
Section 7, Township 21 N.,  
Range 15 E., in Rogers County,  
Oklahoma;

and that he died, intestate, on or about the 28th day of Sept-  
ember, 1937, being 55 years of age at the time of his death;  
and that he left the following persons as his sole and only  
heirs, who became vested with the interests in said land, as  
set opposite their respective interests, to-wit:

The plaintiff, Maggie Beaver Pickup, widow,	1/3
Willie Pickup, . . . . . child,	2/15
Emma Pickup, . . . . . child,	2/15
Bettie (Bessie) Pickup, . . . . . child,	2/15
Susie Pickup, . . . . . child,	2/15
Dick Pickup, . . . . . child,	2/15

and that they are entitled to partition of said lands, as prayed  
for in the petition.

The Court further finds that the adverse claims of the  
defendants, the unknown heirs, executors, administrators, devis-  
ees, trustees and assigns, both immediate and remote, of George  
Pickup, deceased, Full-blood, Cherokee Indian, Roll No. 18205,  
are void, but constitute clouds on the title of the plaintiff  
and the named defendants, the known heirs of said deceased,  
George Pickup, and as such should be cancelled, set aside, and  
held for naught, and the title of the plaintiff and said known  
defendants should be quieted in them, against all such adverse  
claims of said unknown defendants.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the  
Court that the findings heretofore made be made the judgment of  
this Court as fully as if restated herein.

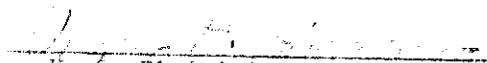
IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that partition be granted, as prayed for in the Petition herein, of the lands heretofore described in this decree; and that R. C. Smith, O. S. Weber, and M. R. Cunningham, be and they are hereby appointed Commissioners, to make partition in accordance with the findings heretofore made, among the plaintiff and the defendants, if the same can be done without manifest injury to said estate; otherwise, the said Commissioners shall make an appraisal and valuation of said lands, and in either event shall make a report of their findings to the Clerk of this Court, without unnecessary delay, and the Clerk shall issue Writ of Partition.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Maggie Beaver Pickup, surviving widow, and the five children, heretofore named, are the sole and only heirs of the said George Pickup, deceased, Full-blood Cherokee Indian, Roll No. 18205, and that no other persons are interested in the subject matter of this case.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the title of the plaintiff and the said five named defendants, in and to the lands involved herein, be quieted in them, in accordance with their respective interests, against the adverse claims of the unknown defendants, and each of them.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the defendants, the unknown heirs, executors, administrators, devisees, trustees, and assigns, both immediate and remote of George Pickup, deceased, Full-blood Cherokee Indian, Roll No. 18205, be jointly and severally, forever barred and enjoined from claiming or asserting any interest in and to said premises adverse to the title of the plaintiff and the named defendants herein.

O.K. John S. Severson,  
Atty for Plaintiff

  
U. S. District Judge.

O.K. T.L. Martensy,  
Guardian ad litem

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

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CERTAIN PARCELS OF LAND IN OTTAWA COUNTY, OKLAHOMA, and  
E. R. Tidwell, et al.,

Defendants,

CIVIL NO. 1203 ✓

FILED  
MAR 27 1946

H. H. WARDEN  
CLERK OF DISTRICT COURT

ORDER FIXING TITLE, DECREERING JUST COMPENSATION  
AND MAKING DISTRIBUTION AS TO TRACT NO. 23 (58 P. - 1851)  
AND TRACT NO. 25 (58 P. - 1853)

NOW, on this 26<sup>th</sup> day of March, 1946,

there coming on for hearing the application of the defendant, A. U. Fisher  
for an order fixing title, decreeing just compensation and making distribution  
as to Tract s No. 23 and 25  
and the Court being fully advised in the premises, finds:

That the defendant, A. U. Fisher, was  
the owner of the land designated as Tract s No. 23 and 25  
when this proceeding was commenced; that the petitioner filed a Declaration  
of Taking and deposited in the registry of this Court the estimated just  
compensation in the sum of \$ 40.00 and \$25.00, respectively, for the  
taking of perpetual flowage easements upon and over  
said tract of land; that this Court entered a judgment upon said Declaration  
of Taking filed by the petitioner, thereby vesting in the petitioner, United  
States of America, perpetual flowage easements upon and over said tracts;  
and decreed that the owners and those having any right, title or interest in  
and to said land, have and recover just compensation for the taking of said easements;

The Court further finds that the defendant, **A. U. Fisher** in writing, agreed to grant and sell to the petitioner perpetual flowage easements upon and over said tracts of land for the sum s of \$40.00 and \$25.00, respectively, which was accepted by the petitioner.

The Court further finds that the sum s of \$40.00 and \$25.00, respectively, is just compensation for the injuries and damages sustained by said defendant

The Court further finds that no person, firm, corporation, or taxing subdivision of the State other than said defendant have any right, title or interest in and to said just compensation, except **mortgagee of Tract No. 25 Miami Building & Loan Association,**

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the defendant, **A. U. Fisher,** was

the owner of the land designated as Tract No. 23 and 25 when this proceeding was commenced, and that the sum s of \$40.00 and \$25.00, respectively is just compensation for the damages sustained by the defendant ; and that said defendant is the only person having any right, title or interest in and to said just compensation, except **mortgagee of Tract No. 25 Miami Building & Loan Association,**

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is hereby authorized and directed to make distribution from the funds deposited as just compensation for the taking of said tracts as follows, to wit.

TO: **A. U. Fisher, fee owner Tract No. 23(58 FM-1851), . . . \$40.00**  
**A. U. Fisher, fee owner Tract No. 25 (58 FM-1853),**  
**and Miami Building and Loan Association,**  
**mortgagee of Tract No. 25, . . . . . \$25.00**

19.  
5.

\_\_\_\_\_  
JUDGE

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

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CERTAIN PARCELS OF LAND IN DELA WARE COUNTY,  
OKLAHOMA, containing approximately 3.50 acres,  
more or less; and F. A. RADDIS, et al.,

Defendants,

CIVIL NO. /

1223

ORDER FIXING TITLE, DECREERING JUST COMPENSATION AND MAKING  
DISTRIBUTION AS TO TRACT NO. 14 (35 FW 1084-0)

NOW, on this *11th* day of ~~APRIL~~ APRIL, 1946, there  
coming on for hearing the application of the defendant, R. C. Hays

for an order fixing title, decreeing just compensation and making distribution  
as to Tract No. 14 (35 FW 1084-0)  
and the Court being fully advised in the premises, finds:

That the defendant, R. C. Hays, was

the owner of the land designated as Tract No. 14 (35 FW 1084-0)  
when this proceeding was commenced; that the petitioner filed a Declaration  
of Taking and deposited in the registry of this Court the estimated just  
compensation in the sum of \$ 7.50 for the  
taking of a perpetual flowage easement upon and over  
said tract of land; that this Court entered a judgment upon said Declaration  
of Taking filed by the petitioner, thereby vesting in the petitioner, United  
States of America, a perpetual flowage easement  
and decreed that the owners and those having any right, title or interest in and  
to said land, have and recover just compensation for the taking of said easement.

The Court further finds that the defendant , R. C. Hays  
has , in writing, agreed to grant and sell to the pe-  
titioner a perpetual flowage easement upon and over  
said tract of land for the sum of \$7.50  
which was accepted by the petitioner.

The Court further finds that the sum of \$ 7.50 is  
just compensation for the injuries and damages sustained by said  
defendant

The Court further finds that no person, firm, corporation, or  
taxing subdivision of the state other than said defendant have any  
right, title or interest in and to said just compensation, except

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court  
that the defendant , R. C. Hays, was  
the owner of the land designated as Tract No. 14 (35 FW 1084-0)  
when this proceeding was commenced, and that the sum of \$7.50  
is just compensation for the damages sustained by the defendant ;  
and that said defendant is the only person having any right, title  
or interest in and to said just compensation, except - -

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is  
hereby authorized and directed to make distribution from the funds de-  
posited as just compensation for the taking of said tract , as  
follows, to-wit:

TO: R. C. HAYS- - - - fee owner of  
Tract No. 14 (35 FW 1084-0) - - - - - \$7.50

OK  
JSC

Joyce H. Savage  
JUDGE

UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF OKLAHOMA

J. E. DAMMER and WY. THOMPSON,  
Plaintiff, )  
vs. )  
A. B. GARDY and J. O. LADD,  
Defendants. )

No. 1651 Civil.

**FILED**  
IN OPEN COURT

APR 23 1946

FINDINGS OF FACT AND CONCLUSIONS OF  
LAW

H. P. WARFIELD  
CLERK U.S. DISTRICT COURT

Upon request of both parties, the court makes the following  
Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

I.

That the plaintiff J. E. Dammer did not have authority from  
Dr. Rooney or anyone else connected with the Douglas Aircraft Company to  
establish the medical plan in Tulsa, Oklahoma, as represented in the con-  
tract sued on in this case.

II.

That the plaintiff Dammer did not perform his duties as outlined in  
the contract sued on, nor did he tender performance of said duties.

III.

That the plaintiffs failed to carry the burden of proof to establish  
the allegations of their complaint.

CONCLUSIONS OF LAW

I.

The court has jurisdiction of the parties and subject-matter of this  
case.

II.

Based on the foregoing Findings of Fact, the court concludes as a matter of law that plaintiffs are not entitled to recover in this case and judgment is hereby rendered for the defendants for costs.

Dated at Tulsa, Oklahoma, April 28, 1948.

*Raymond W. Savage*

United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF DELAWARE

J. A. DUMPER and WAY THOMPSON, )  
vs. ) Plaintiff,  
A. B. GARNEY and J. D. LOBE, )  
Defendants.)

No. 1651 Civil.  
**FILED**  
IN OPEN COURT  
APR 26 1946

JOURNAL ENTRY OF JUDGMENT

H. P. WARFIELD  
CLERK U.S. DISTRICT COURT

Be it remembered that now on this 26th day of April, 1946, both parties appeared by counsel; said cause having been previously tried on the 16th and 18th days of March, and the 5th day of April, 1946, and the court, after hearing argument of counsel and being fully advised, finds:

That judgment should be rendered in favor of the defendants and against the plaintiffs for costs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that judgment be entered and docketed as provided by law, in favor of the defendants and against the plaintiffs for costs, to which judgment the plaintiffs except and exceptions are by the court allowed.

*Raymond H. Savage*  
United States District Judge.

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

PAUL A. PORTER, Administrator  
Office of Price Administration

Plaintiff

vs.

B. B. SHEPHERD, An Individual  
d/b/a Shepherd Furniture Company

Defendant

CIVIL ACTION NO. 1772

FILED  
1946

J U D G M E N T

On this <sup>24</sup> day of April, 1946, this cause coming on before me the undersigned Judge for the Northern Judicial District of the State of Oklahoma, and it appearing to the Court that the parties hereto have heretofore entered into a stipulation and the Court being sufficiently advised in the premises is of the opinion that judgment should be rendered in accordance with said stipulation.

It is therefore, ordered, adjudged and decreed by this Court that the Plaintiff have and take judgment against the Defendant for the sum of ~~535.87~~ <sup>535.87</sup>, together with all costs of this action.

It is further ordered, adjudged and decreed by this Court that a mandatory injunction be and the same is hereby rendered against the Defendant requiring him to preserve all purchase invoices which he has received since April 20, 1945, or may hereafter receive on those articles covered by Maximum Price Regulation No. 580 so long as Maximum Price Regulation 580 remains in full force and effect.

It is further ordered, adjudged and decreed by this Court that a mandatory injunction be and the same is hereby issued requiring the defendant to mark each article covered by said regulation by placing the correct maximum ceiling price on the box, rack or holder in or for which the article is being kept or tag the article by marking the correct maximum ceiling price on the article itself or by attaching to the article a tag or ticket showing the ceiling price \$ \_\_\_\_\_ or Cu. Ceiling Price \$ \_\_\_\_\_, and

It is further ordered, adjudged, and decreed by this Court that a mandatory injunction be rendered against this Defendant requiring him to "retail"

his purchase invoices, that is, to mark his first selling price on each article on the purchase invoice and to show the number of the Pricing Rule used in establishing the maximum ceiling price or if he fixed his prices under Section 10 of Maximum Price Regulation 580 that he state the maximum price regulation and the number of the pricing provision of such regulation by which he fixed his maximum ceiling price, and

It is further ordered, adjudged and decreed by this Court that a permanent injunction be rendered against this Defendant, his agents, servants, employees, representatives and attorneys and each of them by permanently enjoining them from selling or offering to sell any commodity covered by Maximum Price Regulation 580, General Maximum Price Regulation, or any Order issued under Maximum Price Regulation 64, or any other regulation at prices in excess of the correct maximum ceiling price established by such regulations as such regulations now exist or may be hereafter made, and

It is further ordered, adjudged and decreed by this Court that execution on said judgment may be stayed for a period of ninety (90) days from the date hereof at which time execution may issue.

*C. H. B. [unclear]*

*[Signature]*  
United States District Judge for the  
Northern District of Oklahoma

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

CHAS. H. JOHNS, Administrator  
OFFICE OF PRICE ADMINISTRATION

Plaintiff

vs

J. H. WAY and BEN STOKER,  
Co-partners, d/b/a  
W. H. BROTHERS, PARTISVILLE,  
CALIFORNIA

Defendants.

Civil Action  
No. 2887

**FILED**  
APR 19 1946

JOURNAL ENTRY

**HEWLETT**  
COURT REPORTERS

This matter came on for hearing before the Honorable Royce Savage, Judge of the United States District Court for the Northern District of California, on the 16th day of February, 1946, same having been duly set by agreement of counsel for both the Office of Price Administration and the defendants, J. H. Way and Ben Stoker, co-partners, doing business as Way Brothers, Partisville, California. The plaintiff appeared by John J. D. Cobb, litigation attorney for the Office of Price Administration, and the defendants appeared by their attorneys, Messrs L. Rist, Joe N. Shidler and E. L. Weston.

The Court finds as a fact that stipulation has been executed by both parties wherein it is admitted that the Court has jurisdiction of the subject matter and the parties to this action; that the defendants during the period of time covered by the Complaint sold two suits and twenty-four shirts at prices in excess of the ceiling prices as established by Maximum Price Regulation 580, and that the books and records of the defendants do not show whether or not said garments were sold to twenty-six individual purchasers; that the parties hereto do not know and cannot ascertain the exact number of garments

#1

individuals who purchased said articles in excess of the ceiling price; that the aggregate overcharge received by the defendants from the sale of the twenty-six articles amounts to the sum of \$11.18; that an agreed judgment may be entered in favor of the plaintiff and against the defendants in the sum of \$75.00; that the cause may be submitted to the Court on the above stipulation for its determination as to whether or not injunctive relief should be granted to the plaintiff as prayed for in his Complaint.

The Court hereby approves said stipulation and finds as a matter of fact that said sales so made by the defendants were not illegal. The Court concludes as a matter of law that injunctive relief should be denied.

IT IS, WHEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against the defendants in the amount of \$75.00, together with the costs of this action, and that the plaintiff's prayer for an injunction against the defendants is hereby denied.

[Signature]  
JUDGE

U. S.

[Signature]  
Attorney for Plaintiff

U. S.

[Signature]  
[Signature]  
Attorneys for Defendants

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

---

Frank A. Thompson, Trustee, St.  
Louis and Oklahoma Railway  
Company, Plaintiff,  
-vs-  
Missi Millin Company, a corpora-  
tion, Defendant

No. 1742 C

FILED  
APR 29 1946

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ORDER

---

W. W. WARFIELD  
CLERK OF DISTRICT COURT

On this 29<sup>th</sup> day of April, 1946, it appearing  
to the Court from Motion to Dismiss filed by the plaintiff  
herein that the debt sued upon in this action has been fully  
paid, and it is desired that said action be dismissed with  
prejudice;

IT IS THEREFORE ORDERED that the above entitled cause  
be, and the same is hereby dismissed with prejudice.

Royce H. SAVAGE  
Judge

In the District Court of the United States for the District of Columbia

John Doe, Plaintiff,  
vs.  
Jane Smith, Defendant.  
and  
John Q. Public, Intervener.

No. 1234 Civil

**FILED**  
IN OPEN COURT  
APR 20 1946

H. P. WARFIELD  
CLERK U.S. DISTRICT COURT

Presented by the Plaintiff

On the 13th day of April, 1946, the Court being in judicial session at a regular term of the above styled court, the above entitled and numbered cause came on for hearing in its regular order before the undersigned judge of said court, with the Plaintiff appearing by counsel J. R. Green, his attorney of record; the Defendant appearing by J. S. Hill, his duly appointed, legally qualified and acting guardian ad litem, and by the Honorable Whit E. Scauz, United States Attorney of the Northern District of Alabama, appearing on behalf of the Secretary of the Interior and upon call, all the parties announced ready. Whereupon, the court proceeded to examine the files in said cause and to hear the testimony of witnesses sworn and examined and to receive evidence that under contract, during his lifetime, was a lease of the Cherokee Tribe of Indians, and enrolled in such enrolle roll number 26103, of the same Commission records as approved by the Secretary of the Interior, and as such member of said tribe of Indians was entitled to and did receive in the distribution of several allotments of land of said tribe and did have conveyed with him the heretofore mentioned allotment of land received by him from the allotment of said tribe.

The southwest quarter of the southwest quarter,  
and the northwest quarter of the northeast  
quarter of the southwest quarter, and the east  
half of the southeast quarter of the southwest  
quarter, and the northeast quarter of the north-  
west quarter of the southwest quarter, of section  
thirty-two (32), Township Twenty-Four (24) North,  
Range Eight (8) East of the Tenth and the  
Twelfth

Just while the owner thereof, and on or about the 11th  
day of February, 1934, the said James Leaver, Sheriff of  
McCurtain County, Oklahoma, reported that said land was  
owned by James Leaver, Sheriff of McCurtain County,  
Oklahoma; that he left surviving him as his only  
heirs his John Leaver, a son, and Arch Leaver, a son; each of  
said boys entitled to and did inherit the above described lands  
in equal shares; that each of said heirs are full-blood non-  
enrolled Cherokee Indians and that the lands herein described  
are unexcept and unpatented, and are subject to partition.

The court concluded as a matter of law that this court  
had jurisdiction of the parties and of the subject matter, to-wit:  
The lands hereinabove described. And that the same be  
partitioned, and accordingly advised in the decrees.

It is ordered, that the said lands be

partitioned in the manner and form  
provided by law.

At Fanchie With, U. C. Leaver, and William Cunningham  
have, and they are hereby appointed commissioners to partition  
said lands in the manner and form provided by law.

Royce H. Savage  
United States District  
Judge.

C. C.

Ernest Brown  
Attorney for Plaintiff.

Walter Y. Murray  
Attorney for Defendant.

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

United States of America, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 Board of County Commissioners of Tulsa )  
 County, State of Oklahoma, Joe T. Park- )  
 inson, County Treasurer of Tulsa County, )  
 State of Oklahoma, and Dan A. Howe, )  
 County Assessor of Tulsa County, State )  
 of Oklahoma, )  
 )  
 Defendants. )

No. 1752  
Civil

FILED  
IN OPEN COURT  
APR 29 1946

H. P. WARFIELD  
CLERK U.S. DISTRICT COURT

J U D G M E N T

This matter coming on for hearing this 29 day of April, 1946, and the plaintiff appearing by Whit Y. Mauzy, United States Attorney for the Northern District of Oklahoma, and the defendants and each of them appearing by William M. Taylor, Assistant County Attorney of Tulsa County, Oklahoma, and the court, after being fully advised in the premises and after the introduction of evidence, makes its findings of fact and conclusions of law, which have been filed with the clerk of this court. The court further finds that the plaintiff is entitled to judgment pursuant to said findings of fact and conclusions of law.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the plaintiff have and recover judgment against the defendant, Board of County Commissioners of Tulsa County, State of Oklahoma, in the sum of One Hundred Eleven Dollars and Twenty Four Cents (\$111.24), with interest thereon at the rate of 6% per annum from the 14th day of February, 1946, together with the costs of this action, on its first cause of action.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the plaintiff have and recover judgment on its second cause of action in the sum of Five Hundred Fifty Three Dollars and Seventy Two Cents (\$553.72), with interest thereon at the rate of 6% per annum from the 14th day of February, 1946, until paid, and for the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendants and each of them be and they hereby are enjoined and restrained from placing the following described real estate, to-wit:

Lot Eight (8), Block One (1), Ridgedale Terrace addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof situated in Tulsa County, State of Oklahoma,

upon the tax rolls of Tulsa County, Oklahoma, or attempting to collect any taxes thereon as long as said aforedescribed premises retains its present status.

Byce H. Loring  
JUDGE.

O.K. as to form:

William H. Mayson  
Assistant County Attorney of  
Tulsa County, Oklahoma.

Wm. J. D. Mayson  
United States Attorney.

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

H. A. EDWARDS, d/b/a  
CITY SERVICE CONSTRUCTION COMPANY,

Plaintiff,

vs.

CITY SERVICE GAS COMPANY, a  
corporation,

Defendant.

CIVIL ACTION  
NO. 1633

ORDER

On this 30th day of April, 1946, the plaintiff personally appeared in open court and waived the right to present the Motion for New Trial herein, and withdrew the same with the consent of the Court.

The Court therefore finds that the judgment heretofore handed in this case is final.

IT IS ORDERED that the motion be and it is hereby considered withdrawn, and the notice of appeal is waived.



United States District Judge

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

CHESTER COWLES, Administrator,  
Office of Price Administration,  
Plaintiff,

vs.

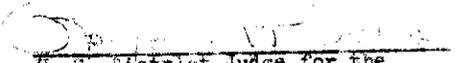
HANFIELD BROTHERS PACKING COMPANY,  
A corporation,  
Defendant,

CIVIL ACTION NO. 1746

ORDER OF DISMISSAL

This matter came on for hearing on this 30th day of April, 1946,  
pursuant to regular assignment before the Honorable Royce H. Savage, and  
upon oral motion of counsel for Plaintiff, made in open court that said  
cause be dismissed without prejudice, at cost to the defendant. The court  
finds that said action should be so dismissed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the  
above entitled cause be and is hereby dismissed without prejudice upon  
payment of the cost of this action by the Defendant.

  
U. S. District Judge for the  
Northern District of Oklahoma

**FILED**  
IN OPEN COURT  
APR 30 1946

H. P. WARFIELD  
CLERK U. S. DISTRICT COURT

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

PAUL A. PORTER, Administrator )  
Office of Price Administration )  
Plaintiff )  
vs )  
BANFIELD IRCS. PACKING COMPANY )  
Defendant )

Civil Action No. 1800  
FILED  
IN OPEN COURT  
APR 30 1948

J U D G M E N T

H. P. WARFIELD

Now on this 30 day of April, 1948, this matter

came on for hearing in its regular order. The plaintiff was represented by his counsel of record, James T. Steil, and a Waiver of Issuance and Service of Summons, Entry of General Appearance and Consent for Decree signed by the defendant was presented, wherein the defendant waived the issuance and service of summons upon them, entered their general appearance in this matter, and agreed that a permanent injunction and a money judgment might be entered against them, all as prayed for in the Complaint filed herein.

The Court, having examined the pleadings on file in this case, and being otherwise well and fully advised in the premises, finds that the defendant is properly in Court, and that judgment should be entered granting a permanent injunction against the defendant, and a money judgment in the sum of \$9,388.53 and all costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the defendant, their agents, servants, employees and representatives, and each of them, and all persons in active concert and participation with them be, and they are hereby permanently enjoined from directly or indirectly doing any act or practice in violation of Maximum Price Regulation No. 169, more particularly as follows:

1. Selling, delivering or offering to sell or deliver dressed beef at prices in excess of the maximum prices prescribed by Revised Maximum Price Regulation No. 169 as it now exists or as it may hereafter be amended, or otherwise violating said regulation.
2. Invoicing, billing or delivering dressed beef at weights in excess of the actual weight thereof, and charging, receiving or collecting prices in excess of the maximum ceiling prices per pound as set forth by Maximum Price Regulation No. 169 based on the actual weight of said beef.

It is further ordered, adjudged and decreed by the Court that the plaintiff have and recover for and on behalf of the United States a money judgment against said defendant in the sum of \$9,388.53 and all costs of this action.

Royce H. Hovage  
United States District Judge For  
The Northern District of Oklahoma

Approved as to Form:

R. C. Lanfield  
Banfield Bros. Packing Company,  
By R. C. Lanfield, President

W. J. Otjen  
W. J. Otjen  
Attorney for Defendant

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

PAUL W. HORTON, Administrator )  
Office of Price Administration )  
 )  
Plaintiff )  
 )  
vs )  
 )  
R. C. BANFIELD )  
PAUL THOMPSON )  
VIRGINIA THOMPSON )  
H. G. DAVISON )  
LOUISE DAVISON )  
W. J. OTJIN )  
WAT HENRY )  
a partnership, d/b/a )  
Banfield Packing Company )  
 )  
Defendants )

Civil Action No. 1801

**FILED**  
IN OPEN COURT  
APR 30 1946

H. P. WARFIELD  
CLERK U.S. DISTRICT COURT

J U D G M E N T

Now on this 30 day of April, 1946, this matter came on for hearing in its regular order. The plaintiff was represented by his counsel of record, James T. Steil, and a Waiver of Issuance and Service of Summons, Entry of General Appearance and Consent for Decree signed by the defendants was presented, wherein the defendants waived the issuance and service of summons upon them, entered their general appearance in this matter, and agreed that a permanent injunction and a money judgment might be entered against them, all as prayed for in the Complaint filed herein.

The Court, having examined the pleadings on file in this case, and being otherwise well and fully advised in the premises, finds that the defendants are properly in court, and that judgment should be entered granting a permanent injunction against the defendants, and a money judgment in the sum of \$14,684.92 and all costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the defendants, their agents, servants, employees and representatives, and each of them, and all persons in active concert and participation with them be, and they are hereby permanently enjoined from directly or indirectly doing any act or practice in violation of Revised Maximum Price Regulation No. 169, more particularly as follows:

1. Selling, delivering, or offering to sell or deliver dressed beef at prices in excess of the maximum price prescribed therefor by Revised Maximum Price Regulation No. 169, as it now exists or as it may hereafter be amended.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff have and recover for and on behalf of the United States a money judgment against said defendants in the sum of \$14,524.92 and all costs of this action.

Royce H. Savage  
United States District Judge for  
the Northern District of Oklahoma

Approved as to form:

BANFIELD PACKING COMPANY

By R. C. Banfield  
R. C. Banfield, President

W. J. Ogen  
W. J. Ogen, Defendant  
and Attorney for the defendants  
herein.

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE NORTHERN

DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,	Ø	
	Ø	
-vs-	Petitioner,	Ø CIVIL NO. 1126
CERTAIN PARCELS OF LAND IN DELAWARE COUNTY,	Ø	
OKLAHOMA, containing approximately 240.20	Ø	
acres, more or less; and Lulu R. Huggins,	Ø	
sometimes known as Lulu Huggins and Lula	Ø	
Huggins, et al.,	Ø	
	Defendants.	Ø

FILED  
MAY 25 1946  
H. P. WARFIELD  
CLERK U. S. DISTRICT COURT

ORDER FIXING TITLE AND MAKING DISTRIBUTION  
AS TO A PART OF TRACT NO. 23 (25 FW 894 to  
899 Inc.), and AS TO A PART OF TRACT NO. 24  
\_\_\_\_\_(25 FW 900) and (25 FW 902)\_\_\_\_\_

NOW on this 2nd day of May, 1946, there comes on for hearing the application of Luther Detherage for an order fixing title and making distribution as to a part of Tract No. 23 and a part of Tract No. 24, and the court being fully advised in the premises finds:

That when this action was begun, Luther Detherage was the owner of a part of the lands designated as Tract No. 23, and a part of the lands designated as Tract No. 24, in this action; that petitioner filed a declaration of taking and deposited in the registry of the court as the estimated just compensation for the taking of all of said Tracts No. 23 and 24, the sums of \$390.00 and \$170.00 respectively, for perpetual flowage easements upon and over said tracts of land; that this court entered judgment upon said declaration of taking filed by the petitioner, thereby vesting in the petitioner, United States of America, perpetual flowage easements upon and over said tracts, and decreed that the owners and those having any right, title or interest in and to said land have and recover just compensation for the taking of said perpetual flowage easements.

The court further finds that by judgment of January 22, 1946, the just compensation for the taking of said perpetual flowage easements upon and over said tracts No. 23 and 24, was fixed in the respective amounts of \$456.00 and \$220.00 and that said sums are now on deposit in the registry of the court for

distribution unto the parties entitled thereto.

The court further finds that the share of applicant, Luther Detherage, as fixed by the report of commissioners herein and by said judgment, is \$50.00 as to Tract No. 23, and \$200.00 as to Tract No. 24, and that no other person firm or corporation has any right, title or interest in and to his share of said just compensation.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED by the court that when this action was begun, Luther Detherage was the owner of a part of Tracts No. 23 and 24, and is the only person having any right, title or interest in and to that part of the just compensation awarded for the taking of said easements over his interest in said tracts.

IT IS FURTHER ORDERED that the Clerk of this Court be and he is hereby authorized and directed to make distribution from the funds on deposit for the taking of said tracts, as follows, to-wit:

TO: Luther Detherage, - -fee owner of a part of Tract No. 23 (25 PW 894 to 899, Inc.), and a part of Tract No. 24 (25 PW 900 and (25 PW 902), . . . . . \$250.00

OK  
JGC  
OK Ad V. Comedy  
by JBE

Judge H. Sawyer  
JUDGE



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

UNITED STATES OF AMERICA,

Petitioner,

vs.

CERTAIN PARCELS OF LAND IN DELA WARE COUNTY,  
OKLAHOMA, containing approximately 41.82  
acres, more or less; and Mesa Grande Yacht  
Club, et al.,

Defendants.

CIVIL NO. 1178

FILED  
MAY 28 1945

H. P. WARFIELD  
CLERK U. S. DISTRICT COURT

ORDER FIXING TITLE, DECREERING JUST COMPENSATION AND  
MAKING DISTRIBUTION AS TO ~~SAID~~ PART OF TRACT

NO. 11 (12 PW 805)

Now, on this 2nd day of May, 1945, there  
coming on for hearing the application of the defendant Clara J. Flake

for an order fixing title, decreeing just compensation and making distri-  
bution as to ~~tract~~ <sup>that part of</sup> No. 11, described as Lots 19 & 20, Block 49, in the Townsite  
of Bernice, Oklahoma;  
and the Court being fully advised in the premises, finds:

That the defendant Clara J. Flake, was  
the owner of the land designated <sup>that part of</sup> ~~tract~~ No. 11, described above,  
when this proceeding was commenced; that the petitioner filed a declaration  
of taking and deposited in the registry of this Court the estimated just  
compensation in the sum of \$65.00 for the  
taking of a perpetual flowage easement upon and over the above described portion of  
said tract of land; that this Court entered a judgment upon said declaration  
of taking filed by the petitioner, thereby vesting in the petitioner, United  
States of America, a perpetual flowage easement;  
and decreed that the owners and those having any right, title or interest  
in and to said land, have and recover just compensation for the taking  
of said easement.

The Court further finds that the defendant Clara J. Plake has , in writing, agreed to grant and sell to the petitioner a perpetual flowage easement upon and over the above described portion of said tract of land for the sum of \$85.00 which was accepted by the petitioner.

The Court further finds that the sum of \$ 85.00 is just compensation for the injuries and damages sustained by said defendant

The Court further finds that no person, firm, corporation, or taxing subdivision of the state other than said defendant have any right, title or interest in and to said just compensation, except

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the defendant, Clara J. Plake, was the owner of the land designated as <sup>that part of</sup> Tract No. 11, described as Lots 19 & 20, Block 49, Townsite of Bernice, Oklahoma, when this proceeding was commenced, and that the sum of \$ 85.00

is just compensation for the damages sustained by the defendant ; and that said defendant is the only person having any right, title or interest in and to said just compensation, except - -

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is hereby authorized and directed to make distribution from the funds deposited as just compensation for the taking of <sup>part of</sup> said tract , as follows, to-wit:

TO: Clara J. Plake, - - - fee owner of  
part of Tract No. 11 (12 NW 805) - - - - - \$85.00

*Reynold Savage*  
JUDGE

UNITED STATES DISTRICT COURT IN DISTRICT OF COLUMBIA

OFFICE OF CLERK

HARRY J. HARRIS, Administrator  
Office of Child Welfare  
Plaintiff

CIVIL ACTION NO. 1961

HARRY ROSENBERG and SAM ROSENBERG  
Defendants

COMPLAINT

This case is to be heard before the undersigned Judge in and for the Northern District District of the State of Ohio, on a petition filed on Jan. 1946, and it appearing to the Court that jurisdiction has been conferred upon the Court being fully advised in the premises of the opinion that jurisdiction will be rendered in conformity to said petition.

It is to be fore, ordered, ruled and decreed by the Court that the said petition be and the judgment entered thereon for the sum of \$150,000, together with all costs of this action.

It is the further order of the Court that the Defendants, their agents, servants, employees, representatives and attorneys, and each of them, be and they are hereby strictly enjoined from selling or offering to sell any of the commodities listed in Annex A of Exhibit A, under Paragraph 17, 18, 19 and 20 in this complaint and to receive, sell, offer to sell or receive in any form of payment or other articles now, owned by LFN 500 or any other person or entity, or hereafter be acquired, or any other acquisition of such commodities, and according to the selling price of such commodities, and

It is the further order of this Court that the Defendants be and they are hereby ordered and required to see to it that the said commodities listed in Annex A of Exhibit A, under Paragraphs 17, 18, 19 and 20 in this complaint and to receive, sell, offer to sell or receive in any form of payment or other articles now, owned by LFN 500 or any other person or entity, or hereafter be acquired, or any other acquisition of such commodities, and according to the selling price of such commodities, and

It is the further order of this Court that the Defendants be and they are hereby ordered and required to see to it that the said commodities listed in Annex A of Exhibit A, under Paragraphs 17, 18, 19 and 20 in this complaint and to receive, sell, offer to sell or receive in any form of payment or other articles now, owned by LFN 500 or any other person or entity, or hereafter be acquired, or any other acquisition of such commodities, and according to the selling price of such commodities, and



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

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CERTAIN PARCELS OF LAND IN DEWARE COUNTY,  
OKLAHOMA, containing approximately 284.8  
acres, more or less; and J. Ben Robinson,  
et al.,

Defendants.

CIVIL NO. 1110

FILED

ORDER FIXING TITLE AND MAKING DISTRIBUTION  
AS TO TRACT NO. 34 (18 BY 763)

Now on this 3rd day of May, 1946, there comes on for hearing the application of Cynthia E. Ballard for an order fixing title and making distribution as to Tract No. 34, and the court being fully advised in the premises, finds:

That when this action was begun Cynthia E. Ballard was the owner of the lands designated as Tract No. 34 in this action; that petitioner filed a declaration of taking and deposited in the registry of the court as the estimated just compensation for the taking of a perpetual flowage easement upon and over said tract the sum of \$65.00; that the court entered judgment upon said declaration of taking filed by the petitioner thereby vesting in the petitioner, United States of America, a perpetual flowage easement upon and over said tract, and decreed that the owners and those having any right, title or interest in and to said land have and recover just compensation for the taking of said perpetual flowage easement.

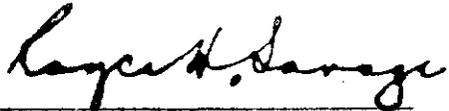
The Court further finds that by judgment heretofore entered in this cause the just compensation for the taking of said perpetual flowage easement upon and over said tract No. 34 was fixed in the amount of \$100.00, and that the deficiency of \$35.00, plus interest in the amount of \$2.46 has been deposited in the registry of the court by petitioner; that the

sum of \$65.00 has been distributed under order of November 12, 1945, and that there is now on deposit in the registry of the court for distribution unto the parties entitled the sum of \$37.46; that no person, firm or corporation, other than the applicant, Cynthia E. Ballard, has any right, title or interest in and to said just compensation.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED by the court that when this action was begun, Cynthia E. Ballard was the owner of Tract No. 34, and that she is the only person having any right, title or interest in and to the just compensation for the taking of said tract.

IT IS FURTHER ORDERED that the Clerk of this court be and he is hereby authorized and directed to make distribution from the funds remaining on deposit for the taking of said tract, as follows, to-wit:

To: Cynthia E. Ballard, - - fee owner of Tract  
No. 34 (18 FWS 763), - - - - - \$37.46

  
\_\_\_\_\_  
Judge

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

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CERTAIN PARCELS OF LAND IN OTTAWA COUNTY,  
OKLAHOMA, containing approximately 80.50  
acres, more or less; and Herbert D. Gamble,  
et al.,

Defendants.

CIVIL NO. 1149

FILED

H. H. WATFIELD  
CLERK OF DISTRICT COURT

ORDER FIXING TITLE AND MAKING DISTRIBUTION  
AS TO TRACT NO. 26 (43 FW 1177)

Now on this 2nd day of May, 1946, there comes on for hearing the application of H. A. Andrews, Superintendent of the Quapaw Indian Agency, for an order fixing title and making distribution as to Tract No. 26 (43 FW 1177), and the Court being fully advised in the premises, finds:

That the United States of America in trust for Susanna Young Wilson, now Darity, was the owner of the land designated as Tract No. 26 when this action was begun; that petitioner filed a Declaration of Taking and deposited in the registry of the court as the estimated just compensation the sum of \$71.40 for the taking of a perpetual flowage easement upon and over said tract of land; that this court entered judgment upon said Declaration of Taking filed by the petitioner thereby vesting in the petitioner, the United States of America, a perpetual flowage easement upon and over said tract and decreed that the owners and those having any right, title or interest in and to said land have and recover just compensation for the taking of said perpetual flowage easement.

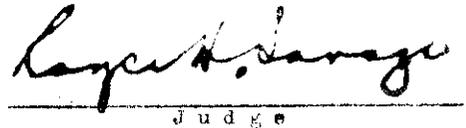
The court further finds that by judgment of November 27, 1945, the just compensation for the taking of said perpetual flowage easement upon and over said Tract No. 26 was fixed in the amount of \$71.40, and that there is now on deposit in the registry of the court for distribution to the parties entitled thereto, the sum of \$71.40.

The court further finds that no taxes are due upon said tract as said tract is non-taxable; that no other person, firm or corporation has any right, title, or interest in and to said just compensation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that when this action was begun, the United States of America held in trust for Susanna Young Wilson, now Darity, legal title to the land designated as Tract No. 26 (43 FW 1177), and that the United States of America for the use and benefit of Susanna Young Wilson, now Darity, is the only person having any right, title or interest in and to said just compensation.

IT IS FURTHER ORDERED that the Clerk of this Court be and he is hereby authorized and directed to make distribution from the funds on deposit for the taking of said tract, as follows, to wit:

TO: Treasurer of the United States of America for  
the use and benefit of Susanna Young Wilson,  
Now Darity, fee owner, Tract No.26 (43 FW 1177), - - - \$71.40

  
\_\_\_\_\_  
J u d g e

1. DISTRICT COURT OF THE UNITED STATES  
OF THE NORTHERN DISTRICT OF OKLAHOMA

W. F. ... )  
Office of ... Administration, )  
 )  
 ) Plaintiff, )

vs

L. D. Hardin and H. B. Hickman, )  
Co-partners, d/b/a Hickman & Hardin, )  
1321 East ... Street, Tulsa, )  
Oklahoma, )  
 ) Defendants, )

CIVIL ACTION NO. 1726

FILED  
MAY 19 1946

ORDER

W. F. ...  
COURT

On this 3rd day of May, 1946, the above entitled cause comes on for hearing upon the motion to dismiss of the defendants. Plaintiff appears by John J. D. Cobb, his attorney, and defendant by Leslie W. ... his attorney.

And the Court having considered the pleadings and heard arguments by the respective counsel, is of the opinion that the motion should be sustained and said cause dismissed as to the defendants, L. D. Hardin and H. B. Hickman, Co-partners, d/b/a Hickman & Hardin, and on consideration thereof it is by the Court,

ORDERED that the said cause be, and the same hereby is dismissed as to the defendants, L. D. Hardin and H. B. Hickman, Co-partners, d/b/a Hickman & Hardin, to which plaintiff excepted and his exception is hereby allowed.  
*Raymond H. Savage*  
Judge

W. F. ...

*(Sg) John J. D. Cobb*  
Attorney for Plaintiff

*Leslie W. ...*  
Attorney for Defendant

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

PAUL A. PORTER, Administrator,  
Office of Price Administration,  
  
Plaintiff  
  
vs.  
  
MARGUERITE YOUNG,  
  
Defendant

Civil Action No. 1796

FILED  
1946

JOURNAL ENTRY OF JUDGMENT

FILED  
1946

Now on this 26th day of April 1946, the above styled and numbered cause of action comes on for hearing before the Court upon the complaint filed herein, and the Court finds that the parties hereto have filed herein their stipulation in writing wherein it is consented and agreed that the plaintiff have and recover from the defendant judgment in the sum of One Hundred Dollars (\$100.00), and that the defendant be enjoined by the Court from demanding or receiving rent in excess of the maximum legal rate upon the several rooms and apartments located in the dwelling structure situated at 515 South Denver Street, Tulsa, Oklahoma, and the Court being fully advised in the premises finds that an order should issue herein consistent with the terms of such stipulation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendant, her agents, servants, employees, representatives, attorneys, and all persons in active concert or participation with any of them be, and each of them are hereby enjoined and restrained from directly or indirectly:

1. Demanding or receiving rent in excess of the maximum legal rate upon the several rooms and apartment located in the rooming house situated at 515 South Denver Street, Tulsa, Oklahoma, such maximum legal rent being reflected by the registration of the several rooms and apartments located in the above described rooming house on file in the Area Rent Office, Tulsa, Oklahoma.

It is further ordered that the plaintiff have and recover judgment against the defendant in the sum of One Hundred Dollars (\$100.00) together with the costs of this action.

George H. [Signature]  
United States District Judge for the  
Northern District of Oklahoma

O. B. Martin  
  
Alvin [Signature]  
Attorneys for Plaintiff

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

Majel Tiger, now Frye, et al., )  
Plaintiffs, )  
vs. ) ss. No. 1757-Civil  
C. P. Hall, )  
Defendant, )  
United States of America, )  
Intervener, )

FILED  
6

W. H. WATFIELD  
CLERK OF DISTRICT COURT

JUDGEMENT

This cause came on to be heard this 26th day of <sup>April</sup> ~~April~~, 1946, pursuant to regular assignment for trial, the said plaintiffs being present by their attorney, Glen Davis, and the United States of America, as intervener, being represented by Whit Maury, United States Attorney for the Northern District of Oklahoma, and the said defendant by his attorney, Kermit Nash; and both parties announcing ready for trial the court proceeded to hear the evidence of witnesses and argument of counsel. And the court, being fully advised, on consideration finds; That the defendant has occupied the premises described in plaintiff's petition and belonging to them, from August 1st, 1942, to the present time and has not paid rent for said occupancy; that there was no rental contract between the parties and that this dispute arose over the question of what the reasonable rental value was for said period; that the reasonable rental value of the premises from August 1st, 1942 to January 1st, 1944, was Twenty-Five Dollars per month; that the reasonable rental value from January 1st, 1944, until July 1st, 1945, was Thirty Dollars (\$30.00) per month; and that the reasonable rental value from July 1st, 1945, to May 1st, 1946, was Forty Dollars (\$40.00) per month.

It is therefore ordered, adjudged and decreed by the court that the said plaintiffs have and recover of the said defendant the sum of Thirteen Hundred and Sixty-Five Dollars (\$1365.00) with accrued interest in the amount of Ninety-Two Dollars and Twenty Cents (\$92.20), and interest thereon at the rate of Six Percent from this day until paid, and the costs of this action, taxed at Forty Dollars and Sixty-One Cents (\$40.61), for all of which let execution issue.

*Royce H. Savage*  
Judge of the United States  
District Court

- O. K. William A. Davis  
Attorney for Plaintiff
- O. K. Kenneth Nash  
Attorney for Defendant
- O. K. Robert W. Munn  
Attorney for Intervenor

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

Jennie Rowe, now Washburg,	)	
	)	
	)	Plaintiff,
	)	
vs.	)	
	)	
Frank Rowe, Jack Rowe, Ellen Rowe,	)	
enrolled as Ellen Dirteater, Emma	)	No. 912 Civil
Rowe, now Ketcher, Maude Rowe, now	)	
Dreadfulwater, Linda Rowe, now Fields,	)	
Dick Rowe, Sam Keener, Tom Keener,	)	
Earl Eugene Sanders, and the Unknown	)	
Heirs, Administrators, Executors,	)	
Devisees, Trustees, Creditors, Legatees	)	
and/or Assigns, immediate and remote,	)	
known and unknown of Nellie Rowe, de-	)	
ceased, Neda Rowe, deceased, and Taylor	)	
Rowe, deceased,	)	
	)	Defendants,
	)	
United States of America,	)	Intervener.

ORDER NUNC PRO TUNC, CORRECTING FORMER ORDERS

NOW, on this 9<sup>th</sup> day of May, 1946, it being shown that the provision as to distribution of funds placed in the hands of the Honorable C. L. Walker, Special Disbursing Agent for the Five Civilized Tribes, is, in part, erroneous, as set out in the order of this court made in the above case on March 20, 1946, insofar as it pertains to the following real estate:

South Half of Northeast Quarter of Northeast Quarter and Southeast quarter of Northeast Quarter of Section 7, Township 19 North, Range 20 East.

in that it sets out that the plaintiff, Jennie Rowe, should receive 3/18ths and the defendants, Earl Eugene Sanders, Sam Keener and Tom Keener, should each receive a 5/18ths thereof, should be corrected so that the plaintiff should receive 1/2 of such proceeds and the defendants each a 1/6th portion thereof.

That the last paragraph of the Order Nunc Pro Tunc entered by the court on the 22nd day of April, 1946, is in part erroneous so far as it pertains to the following real estate:

Northwest Quarter of Southwest quarter of Northwest  
Quarter of Section 8, Township 19 North, Range 20  
East,

in that the last paragraph thereof, which sets out that the plaintiff Jennie Rowe, should receive 1/2 thereof and the defendants, Earl Eugene Sanders, Sam Keener and Tom Keener, should each receive 1/6th thereof, should be corrected as to the tract last above described so that the plaintiff, Jennie Rowe, should receive a 3/18ths and the defendants, Earl Eugene Sanders, Sam Keener and Tom Keener, should each receive a 5/18ths portion thereof.

NOW, THEREFORE, it is ordered by the court that the provisions as to distribution, as contained in the said order of March 20, 1946, and that the Order Nunc Pro Tunc entered by the court on the 22nd day of April, 1946, be amended so as to read as follows:

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court that the balance remaining in his hands be remitted to the Honorable C. L. Walker, Special Disbursing Agent for the Five Civilized Tribes, by check made payable to the Treasurer of the United States and that said sum so remaining be distributed as follows, to-wit:

That of the sums received from the following described tract, to-wit:

Northeast Quarter of Southwest quarter of Northwest  
Quarter of Section 8, Township 19 North, Range 20  
East, Mayes County, Oklahoma,

the plaintiff, Jennie Rowe, now Washburg, shall take 1/2 thereof and that the defendants, Earl Eugene Sanders, Sam Keener and Tom Keener, shall each take a 1/6th thereof;

That of the sums received from the following described tract, to-wit:

South Half of Northeast Quarter of Northeast Quarter  
and Southeast Quarter of Northeast Quarter of Section  
7, Township 19 North, Range 20 East, Mayes County,  
Oklahoma,

the plaintiff, Jennie Rowe, now Washburg, shall receive 1/2 thereof and the defendants, Earl Eugene Sanders, Sam Keener and Tom Keener, shall each receive 1/6th thereof;

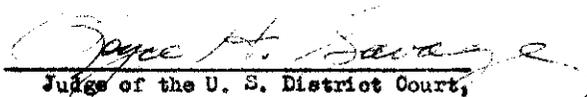
That of the sums received from the following described tract, to-wit:

Northwest Quarter of Southwest quarter of Northwest Quarter of Section 8, Township 19 North, Range 20 East, Mayes County, Oklahoma,

the plaintiff, Jennie Rowe, now Washburg, shall receive 3/18ths thereof and the defendants, Earl Eugene Sanders, Sam Keener and Tom Keener, shall each receive 5/18ths thereof.

IT IS FURTHER ORDERED that the said United States Marshal file herein his Final Report, conformable to this order.

*Att for the Plaintiff  
by John S. Severance  
Real attorney*

  
\_\_\_\_\_  
Judge of the U. S. District Court,  
Northern District of Oklahoma.

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

CHESTER BOWLES, ADMINISTRATOR,  
Office of Price Administrator,  
Plaintiff,  
Vs.  
MR. AND MRS. T. D. PEARSALL,  
d/b/a Modern Cleaners,  
Defendants.

CIVIL NO. 1442

FILED  
APR 10 1946

JUDGMENT

On this 10th day of April, 1946, came on for trial by the court, the above cause, and the parties appeared by their attorneys of record, and the court, having considered the pleadings, the evidence, and statements of counsel, finds that on the dates mentioned in the plaintiff's complaint, the defendants were engaged in the cleaning and pressing business in Sand Springs, Oklahoma, and that the services so rendered were covered by maximum price regulation No. 165, as amended. That a former owner had filed with the local Board a list of prices charged by him during the base period, and that the defendants violated said regulation by increasing such prices without justification and charged and collected prices in excess of the maximum ceiling prices for such services. That the defendants, in January, 1946, sold said establishment, and are not now operating same. That the defendants have agreed that judgment may be entered against them for the sum of \$100.00, covering the claim of the plaintiff for treble damages, and that a permanent injunction may be issued restraining them from further violations of said regulation, all in accordance with separate findings of fact and conclusions of law made and entered by the court on this date.

It is therefore ordered and adjudged by the court that the plaintiff recover from the defendants, Mr. T. D. Pearsall, and Mrs. T. D. Pearsall, co-partners, d/b/a Modern Cleaners, the sum of \$100.00 and all costs of this action.

It is further ordered that the defendants, their servants, agents, employees, and representatives, and all persons in active concert or participation be and they are hereby permanently enjoined from further violations of Maximum Price Regulation No. 165, as amended, by the demanding or charging in excess of the maximum ceiling prices for cleaning and pressing services.

*Approved as  
to form  
Carl H. Livingston  
& Hobart Brown  
Attys for defend.  
OK  
Hobart Brown*

*Wayne H. Savage*  
United States District Court

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

CHESTER FOULKE, ADMINISTRATOR )  
Office of Price Administration )  
Plaintiff )  
vs )  
WILMA T. THOMPSON )  
1911 East 3rd Street )  
Tulsa, Oklahoma )  
Defendant )

CIVIL ACTION NO. 1754

FILED

ED. WARFIELD

JUDGEMENT

On April 29, 1946, the above cause came on for trial before the court, and the plaintiff came by his attorney, John J. C. Cobb, and the defendant appeared by her attorney, Cavanaugh Bush. Both sides announced ready for trial. And the court, having considered the pleadings, the evidence and statements of council, finds as follows:

That the defendant, Wilma T. Thompson, is the owner of a certain housing unit in Tulsa, Oklahoma, and in August and September, 1945, she rented said housing unit for the sum of \$50.00 per month, whereas, the maximum legal rent therefor was \$32.50 per month, and that the overcharge for each of said months was \$17.50, or a total overcharge of \$35.00.

The court further finds that the overcharges above mentioned, constituted a violation of the Rent Regulation for Housing, but that said violations were neither wilful nor the result of failure upon the part of said defendant to take practicable precautions to avoid the violations, and that the plaintiff is entitled to recover the actual amount of said overcharges in the sum of \$35.00, and the permanent injunction against further violations.

It is therefore ordered and adjudged by the court that the plaintiff have and recover from the defendant, Wilma T. Thompson, the sum of \$35.00, and that the defendant pay the costs of this action.

It is further ordered that the defendant, her agents, servants, employees, and representatives, and all persons in active concert and participation with them, be, and they are hereby permanently enjoined from further

violating any of the provisions of the Rent Regulations for Housing as amended, by demanding or receiving rent in excess of the maximum legal rent upon the rental unit described as 221 South Wheeling, Tulsa, Oklahoma, or any other housing unit owned or controlled by her, as determined by the registration of such premises on file in the Area Rent Office of Tulsa, Oklahoma.

*OK as to form  
book, Gable & Statute*

*Royce H. Savage*  
United States District Judge

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

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CERTAIN PARCELS OF LAND IN DELAWARE COUNTY,  
OKLAHOMA, containing approximately 284.8  
acres, more or less; and J. Ben Robinson,  
et al.,

CIVIL NO. 1110

Defendants.

MAY 10 1946  
M. F. WARFIELD  
CLERK OF DISTRICT COURT

ORDER FIXING TITLE AND MAKING DISTRIBUTION  
AS TO TRACT NO. 32 (18 PT 760)

NOW on this 10th day of May, 1946, there comes on for hearing the application of Cynthia E. Ballard for an order fixing title and making distribution as to Tract No. 32, and the court being fully advised in the premises finds:

That notice of this application has been given the parties interested in Tract No. 32, pursuant to and in the manner prescribed by order of this court, and there being no appearances made by any of said defendants and no objections made to distribution to Cynthia E. Ballard, the court finds:

That when this action was begun Cynthia E. Ballard was the owner of the lands designated as Tract No. 32 in this action; that petitioner filed a declaration of taking and deposited in the registry of the court as the estimated just compensation for the taking of a perpetual flowage easement upon and over said tract, the sum of \$164.00; that the court entered judgment upon said declaration of taking filed by the petitioner thereby vesting in the petitioner, United States of America, a perpetual flowage easement upon and over said tract, and decreed that the owners and those having any right, title or interest in and to said land have and recover just compensation for the taking of said perpetual flowage easement.

The Court further finds that by judgment heretofore entered in this cause the just compensation for the taking of said perpetual flowage easement upon and over said Tract No. 32 was fixed in the amount of \$200.00, and that the deficiency of \$36.00, plus interest in the amount of \$2.53 has been deposited in the registry of the court by petitioner; that the sum of \$164.00 has been distributed under order of November 12, 1945, and that there is now on deposit in the registry of the court for distribution unto the parties entitled the sum of \$38.53; that no person, firm or corporation, other than the applicant, Cynthia E. Ballard, has any right, title or interest in and to said just compensation.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED by the court that when this action was begun, Cynthia E. Ballard was the owner of Tract No. 32, and that she is the only person having any right, title or interest in and to the just compensation for the taking of said tract.

IT IS FURTHER ORDERED that the Clerk of this Court be and he is hereby authorized and directed to make distribution from the funds remaining on deposit for the taking of said tract, as follows, to-wit:

TO: Cynthia E. Ballard, - - -fee owner of  
Tract No. 32 (18 FF 78), - - - - - \$38.53

*Royce H. Swager*  
\_\_\_\_\_  
JUDGE

OK  
JSC

U. S. DISTRICT COURT, DISTRICT OF COLUMBIA

FILED MAY 10 1948

FILE

MAY 10 1948

United States of America - - - - - Plaintiff,  
vs

H. F. WARFIELD  
No. 1189

Certain parcels of land in  
District of Columbia - - - - - Defendants.

Tracts 6 & 14

By the filing of the writ of habeas corpus on the 10th day of May 1948, case being a judicial day of this court, said cause comes on for hearing on the application of Plaintiff, executor of the last will and testament of H. F. Warfield, deceased, asking that certain lands and tenements be

restored to Plaintiff as executor of the last will and testament of H. F. Warfield, deceased, and there being no contest or objection to said application, the court finds said lands and tenements to be described and appraised as follows: Parcel 14 (571 - 1797) in the sum of \$1461.00, and Parcel 6 (571 - 1797) in the sum of \$25.00, and the taxes and charges thereon have been finally fixed by the judgment of this court in the sum of \$1461.00 of which amount \$1.00 is due the various heirs to \$100.00 is due to H. F. Warfield, deceased; that Plaintiff is entitled to said lands and tenements and the taxes and charges thereon and the taxes and charges thereon have been finally fixed by the judgment of this court in the sum of \$1461.00. The court finds that there are no other claims or demands and that the taxes on said lands have been fully paid and there are no liens or encumbrances on said lands.

That the sum of \$1461.00 awarded to Plaintiff (No. 1189) be distributed as follows: Glenn S. Robinson executor of the last will and testament of H. F. Warfield, deceased, \$448.00, Bernard S. Robinson executor of the last will and testament of H. F. Warfield, deceased, \$8.00.

That the sum of \$25.00 be distributed and paid to Glenn S. Robinson, executor of the last will and testament of H. F. Warfield, deceased.

OK  
JHC

George H. [Signature]  
Clerk

Frank Nesbitt  
attly for applicant

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

MAY 1945

W. W. WAINWRIGHT  
CLERK OF DISTRICT COURT

United States of America - - - - - Plaintiff, )  
vs ) No. 1891-Civil  
Certain parcels of land in ) Trial No. 1  
Cfessa County, Oklahoma et al - - - - Defendants. ) (58 P-1639)

ORDER OF MICHAEL J. HANCOCK

Now this 10th day of May, 1945, there being a judicial day of said court, this cause comes on for hearing on the application of Glenn O. Robinson as executor of the last will and testament of H.L. Robinson, deceased, for disbursements of certain debts and moneys.

The applicant appeared in person and by attorney and there being no protest or objections filed, said application was then presented to and considered by the court, and the court being fully advised of the premises finds that plaintiff, applicant, has condemned and appropriated a flowage easement on and over the above described acres of land for use in connection with the operation of the Lewis River Dam Project; that the damage resulting from such appropriation has been finally fixed by the judgment of this court in the sum of \$20.50, and that amount of money has been paid into the office of the clerk of this court. The court finds that applicant is the sole and lawful owner of said lands and there are no unpaid taxes, mortgages, or liens against said lands.

It is the order of the court that the clerk of this court do forthwith disburse out of the sum of \$20.50 to the applicant, Glenn O. Robinson, as executor of the last will and testament of H.L. Robinson, deceased.

1945

*Handwritten notes:*  
at 11:00  
10/16/45  
v.

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

ALBERT J. GIBBS

Plaintiff,

vs.

No. 1798-21-11

EDWARD HERBERT GIBBS, JR.,  
JAMES GIBBS, JR.,  
and  
JAMES GIBBS, JR.

Defendants.

ORDER RELATING TO THE RETURN OF DEEDS

The return of the deed to plaintiff was made to the District Court of Tulsa County, Oklahoma, on the 27th day of May, 1946, pursuant to a return setting, and being continued on an order of the court dated the 27th day of May, 1946, and the court having heard the testimony of Edward Herbert Gibbs, Jr. and James Gibbs, Jr. and being fully advised, upon consideration of the said return of the deed to plaintiff.

IT IS ORDERED THAT THE DEED TO PLAINIFF BE RETURNED TO THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA, AND THAT THE DEED BE HEREBY CONFIRMED AND RECORDED, and this order be, and the same be hereby returned to the District Court of Tulsa County, Oklahoma, for further proceedings.

WYOMING W. GIBBS  
JUDGE OF THE DISTRICT COURT

Admitted to practice of law for plaintiff certifies that the foregoing order was served upon defendants by mailing a copy thereof to the law firm of GIBBS, GIBBS & GIBBS, Attorneys for Defendants, 1001 Building, Tulsa, Oklahoma, this 27th day of May, 1946.

WYOMING W. GIBBS  
OF COUNSEL FOR PLAINTIFF

Filed May 30, 1946  
W. W. GIBBS, Clerk  
U. S. District Court

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

United States of America, )  
 )  
 ) Plaintiff, )  
 )  
 ) v. ) No. 1060 Civil  
 )  
 Hilda Sonia Smith, )  
 )  
 ) Defendant. )

JOURNAL ENTRY OF JUDGMENT

Now on this 13th day of May, 1946, there coming on for hearing in the above entitled matter, and the United States of America appearing by Whit Y. Mauzy, United States Attorney, and John W. McCune, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendant being in default, the Court proceeded to hear the evidence on behalf of the plaintiff and finds,

That the defendant did heretofore make and execute several notes to the plaintiff being dated September 7, 1933, December 1, 1933, September 1, 1934, August 20, 1936, January 10, 1936, and July 25, 1938, and that the unpaid balance now due on said notes is the sum of Six Hundred and Seventy-five Dollars (\$675).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the plaintiff have judgment against the defendant, Hilda Sonia Smith, now Mrs. William A. Romine, for the sum of \$675 with interest thereon and costs.

*George H. Sumner*  
JUDGE

F I L E  
1946

M.P. 1060-13  
May 13 1946

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

CHESTER BOWERS, AS SHERIFF OF  
Office of Tribe Administration,  
Plaintiff  
vs.  
Linnie Taylor,  
Defendant.

CIVIL ACTION NO. 1735

J U D G M E N T

On this 1st day of April, 1946, the above cause came on for hearing and consideration before the Court at a pre-trial conference, and the parties appeared by their attorneys of record. The Court considered the pleadings, statements of counsel, and finds, as follows:

That the defendant, Linnie Taylor, has violated the Rent Regulation for Housing in that she charged in excess of the maximum ceiling rent to C. S. Bacon, a tenant, but that she has heretofore made a complete refund and settlement of such overcharge to said defendant, C. S. Bacon.

That she also violated the said regulation for housing by charging in excess of the maximum rent for said housing unit to the tenant, R. F. Smith, such overcharge being the sum of \$114.00, the maximum rent for said housing unit being \$50.00 per month, whereas the defendant charged therefore the sum of \$54.00 per month. And the defendant failed to take proper precautions to avoid such violation, and that the plaintiff is entitled to judgment against the defendant for one and one-half times the overcharge made to the tenant, R. F. Smith, or the sum of \$171.00, and should be permanently enjoined from further violation of the rent regulation for housing.

It is therefore ordered, adjudged, and decreed by the Court that the plaintiff have an award of \$171.00 from the defendant, Linnie Taylor, the sum of \$171.00, and all costs of this action.

It is further ordered that the defendant, her servants, agents, and employees, and all persons in active concert or participation with them, be and they are hereby forever enjoined from violating the Rent Regulation for Housing by demanding or receiving rent in excess of the maximum legal rent for any housing unit rented by them, or either of them.

Approved as to form:  
John J. Cobb, atty. for Bowser  
Frank H. Hickman  
Att'y for Taylor

*[Signature]*  
United States District Judge

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

One 1938 Chevrolet  $\frac{1}{2}$  Ton Pick-up  
Truck, Motor No. K-1663276, and  
Leon Garhart,

Claimants.

No. 1734 Civil.

JOURNAL ENTRY OF JUDGMENT

Now on this 13th day of May, 1946, this action coming on for trial before the United States District Court for the Northern District of Oklahoma, libelant appearing by Whit Y. Mauzy, United States Attorney, and Kenneth G. Hughes, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants appear not, and the Court being fully advised in the premises finds that the defendants have been duly notified of the pendency of this action and that defendants are wholly in default.

The Court having heard the evidence offered by the Government in support of said libel finds that the 1938 Chevrolet  $\frac{1}{2}$  ton pick-up truck, Motor No. K-1,663,276 was used in violation of the Internal Revenue Laws of the United States of America and should be forfeited and that any claim of Leon Garhart as the owner of said truck should be denied.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that a forfeiture herein be, and the same is hereby allowed as to the above described 1938 Chevrolet pick-up truck and that any claim of Leon Garhart be and the same is hereby denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the application of the Director of Procurement for the delivery of said truck to the District Supervisor, Alcohol Tax Unit, Bureau of Internal Revenue,

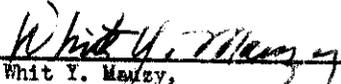
Treasury Department, Kansas City, Missouri, or his duly authorized representative, pursuant to Section 304 of the Liquor Law Repeal and Enforcement Act is hereby allowed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all storage charges incident to the seizure herein be, and the same are hereby ordered paid by the above named agency.

---

JUDGE.

O. K. as to form:

  
Whit Y. Maury,  
United States Attorney.

---

Kenneth G. Hughes,  
Assistant U. S. Attorney.

FEDERAL DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA.

\* \* \* \* \*

JOHN W. WOODLEE, ADMINISTRATOR,  
Office of Price Administration,  
Plaintiff,

-vs-

JOHN W. WOODLEE, d/b/a WELLS BROS. CO.,  
Defendant.

No. 1744  
Civil Action.

J U D G E M E N T

On this 13<sup>th</sup> day of May, 1946, came on for trial the above entitled and numbered cause, and the plaintiff appeared by his attorney of record, and the defendant appeared in person and by his attorney, Irvine L. Therman, and it being made to appear to the court that the parties herein have entered into an agreement and stipulation whereby it is agreed that the defendant has sold certain mops and brooms at above selling prices, the overcharges being \$1,180.00. That said acts constituted violations of various Price Regulation 183 and the pricing orders issued to the defendant by the duly authorized District Director of the Tulsa District office of the Office of Price Administration; that said violations were not willful nor the result of the failure of the defendant to take practical precautions to avoid violation. The court, having considered the pleadings, the stipulation, and the statements of counsel, finds that the facts agreed upon are supported by the evidence and the admission of the defendant, and that judgment should be rendered in favor of the plaintiff as agreed upon.

It is, therefore, ordered and decreed that the plaintiff have and recover of and from the defendant, Dewey Woodlee, doing business as Wells Bros. and Cop Company, the sum of \$1,180.00, and all costs of this action.

Approved:

*John W. Woodlee*  
John W. Woodlee

*[Signature]*  
United States District Judge.

Attorney for Plaintiff.

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

United States of America,

Plaintiff,

vs.

Bryan Gore,

Defendant.

No. 1765 Civil

F I L E  
1946

JOURNAL ENTRY

FILED  
COURT CLERK

This matter coming on for hearing this 15th day of May, 1946, and the plaintiff appearing by unit I. Maury, United States Attorney for the Northern District of Oklahoma, and the defendant appears not, the court after being fully advised in the premises, finds that the defendant is wholly in default. The court, after the introduction of evidence, has filed with the clerk its findings of fact and conclusions of law and finds that judgment should be entered for the plaintiff, pursuant to said findings of fact and conclusions of law.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the plaintiff have and recover judgment against the defendant, Bryan Gore, for the possession of one five cubic ft., Frigidaire, 1935, or for its value in lieu thereof in the sum of One Hundred and twenty-five dollars (\$125.00) together with the costs of this action, for all of which let execution issue.

  
I. MAURY  
ATTORNEY

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA.

United States of America,

Plaintiff,

vs.

William L. Kirk (otherwise known  
as W. L. Kirk) and Mary L. Kirk,

Defendants.

No. 1975 Civil

JOURNAL ENTRY OF JUDGMENT

Now on this 15th day of May, 1946, this matter coming on for trial before the United States District Court for the Northern District of Oklahoma, and plaintiff appearing by Whit Y. Maury, United States Attorney, and Kenneth G. Hughes, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants appear not, and the Court having been fully advised in the premises finds that the defendants and each of them have been duly and legally notified of the pendency of this action and that said defendants are wholly in default. The plaintiff having offered its evidence and the Court having heard the testimony of witnesses offered by the plaintiff finds that the defendants, William L. Kirk and Mary L. Kirk executed and delivered to the Farm Credit Administration their promissory note dated August 15, 1934, whereby the said defendants promised and agreed to pay on or before November 1, 1935, to the said Farm Credit Administration the sum of Three Hundred Thirty-nine Dollars (\$339.00) with interest thereon at the rate of five and one-half (5½) per cent per annum until paid.

The Court further finds that the face amount of said note was reduced by the said Farm Credit Administration to the sum of Two Hundred Fifty Dollars (\$250.00) with interest at the rate of five and one-half (5½) per cent

per annum, which sum was delivered to said defendants by the Farm Credit Administration on September 23, 1934, as a result of the execution and delivery of said note.

The Court further finds that said defendants have made certain payments upon said note and there is now a balance due and owing upon the principal amount in the sum of Ninety-nine Dollars and Thirty-six Cents (\$99.36) together with interest in the sum of One Hundred Forty-nine Dollars and Forty-seven Cents (\$149.47) as of the date hereof, being a total of Two Hundred Forty-eight Dollars and Eighty-three Cents (\$248.83).

The Court further finds that plaintiff has made due demand for payment upon said defendants and that said defendants have failed and refused to pay the balance due thereon, are now in default of payment, and that the plaintiff herein should have and recover judgment against these defendants in the total sum of Two Hundred Forty-eight Dollars and Eighty-three Cents (\$248.83), which judgment should bear interest at the rate of five and one-half (5½) per cent per annum from the date hereof until paid.

The Court further finds that the defendants, William L. Kirk and Mary L. Kirk, executed and delivered to the Farm Credit Administration their promissory note dated April 6, 1934, whereby said defendants promised and agreed to pay on or before October 31, 1934, to the Farm Credit Association the sum of Two Hundred Fifty Dollars (\$250.00) with interest thereon at the rate of five and one-half (5½) per cent per annum until paid. That the face amount of said note was reduced by the Farm Credit Administration to the principal sum of One Hundred Fifty Dollars (\$150.00) with interest at the rate of five and one-half (5½) per cent per annum, which said sum of One Hundred Fifty Dollars (\$150.00) was delivered to said defendants by the Farm Credit Administration as a result of the execution and delivery of said note.

The Court further finds that the defendants on February 25, 1946, paid the sum of One Hundred Dollars (\$100.00) on such indebtedness and that the Farm Credit Administration properly applied the sum of Sixty-one Dollars and Sixty-one Cents (\$61.61) to the principal thereof and the sum of Thirty-eight

Dollars and Thirty-nine Cents (\$38.39) to the interest thereon then due, that there is now a balance due and owing in the principal sum of Eighty-eight Dollars and Thirty-nine Cents (\$88.39) together with interest in the sum of Sixty-one Dollars and Twenty-seven Cents (\$61.27) as of the date hereof, being a total of One Hundred Forty-nine Dollars and Sixty-six Cents (\$149.66).

The Court further finds that plaintiff has made due demand for payment upon said defendants and that said defendants have failed and refused to pay the balance due thereon and are now in default of payment and that the plaintiff herein should have and recover judgment against these defendants and each of them in the total sum of One Hundred Forty-nine Dollars and Sixty-six Cents (\$149.66), which judgment should bear interest at the rate of five and one-half (5½) per cent per annum from the date hereof until paid.

THEREFORE IT IS ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, United States of America, have and recover and said plaintiff is hereby granted judgment against the defendants, William L. Kirk and Mary L. Kirk and each of them in the sum of Two Hundred Forty-eight Dollars and Eighty-three Cents (\$248.83) on its first cause of action, and in the sum of One Hundred Forty-nine Dollars and Sixty-six Cents (\$149.66) on its second cause of action herein, or a total sum of Three Hundred Ninety-eight Dollars and Forty-nine Cents (\$398.49) together with interest thereon from the date hereof at the rate of five and one-half (5½) per cent per annum, and that the costs of this action be assessed against the defendants herein.

IT IS SO ORDERED.

  
\_\_\_\_\_  
JUDGE.



3. That the commissioners, heretofore appointed and acting in this proceeding, namely; E. H. Grant, C. V. Hamilton, and F. S. Harp, be, and they are, hereby ordered, directed and authorized, to re-inspect the following of said tracts, to-wit: Tract No. 8 (28 FT 478), Tract No. 19 (28 FT 490), and Tract No. 29 (28 FT 943), and to consider the injury to the public highway which traverses said tracts and assess and report the damages therefor which the State of Oklahoma and/or the State Highway Commission of the State of Oklahoma will sustain by reason of the condemnation and appropriation by the petitioner herein of a perpetual easement upon and over said tracts to inundate, submerge and flow; to cut and clear all timber therefrom and to remove or require the removal therefrom of all obstructions, natural or artificial structures, buildings, fences and other improvements, and to enter upon said lands from time to time in the performance of said acts.

And to all of the foregoing Order, save and except that portion thereof overruling and denying the exceptions with respect to Tracts 12 and 18, the petitioner, United States of America, doth object and except, and said objection and exception is by the court allowed.

/s/ Royce H. Savage  
(Royce H. Savage) Judge

O. K.

The Attorney General of Oklahoma.

By /s/ Mainard Kennerly  
Mainard Kennerly,  
Assistant Attorney General of Oklahoma

O.K.

/s/ R. L. Davidson  
(R. L. Davidson) Special Assistant  
United States Attorney for the  
Northern District of Oklahoma

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

UNITED STATES OF AMERICA,  
  
Petitioner,  
  
vs.  
  
CERTAIN PARCELS OF LAND IN OTTAWA COUNTY,  
OKLAHOMA; and The City of Miami, Oklahoma,  
a municipal corporation, et al.,  
  
Defendants.

CIVIL NO. 1243

FILED  
MAY 15 1946

H. P. WARFIELD  
CLERK OF DISTRICT COURT

ORDER FIXING TITLE, DECREERING JUST COMPENSATION AND  
MAKING DISTRIBUTION AS TO TRACT No. 1 (57 FW 1625)  
and No. 2 (57 FW 1794)

Now, on this 15<sup>th</sup> day of May, 1946, there

coming on for hearing the application of the defendant, **The City of Miami, Oklahoma, a municipal corporation, by its attorney, E. C. Fitzgerald,** for an order fixing title, decreeing just compensation and making distribution as to Tract No. 1 (57 FW 1625) and No. 2 (57 FW 1794) and the Court being fully advised in the premises, finds:

That the defendant, **The City of Miami, Oklahoma, a municipal corporation,** ~~was~~ the owner of the land designated as Tract No. 1 (57 FW 1625) and 2 (57 FW 1794) when this proceeding was commenced; that the petitioner filed a declaration of taking and deposited in the registry of this Court the estimated just compensation in the sum of \$ 5,828.20 and \$142.50, respectively, for the taking of a perpetual flowage easement upon and over said tracts of land; that this Court entered a judgment upon said declaration of taking filed by the petitioner, thereby vesting in the petitioner, United States of America, a perpetual flowage easement upon and over said tracts; and decreed that the owners and those having any right, title or interest in and to said land, have and recover just compensation for the taking of said easements.

The Court further finds that the defendant, **The City of Miami, Oklahoma, a municipal corporation**, in writing, agreed to grant and sell to the petitioner **a perpetual flowage easement upon and over** said tracts of land for the sums of \$ **5,828.20 and \$142.50, respectively**, which **were** accepted by the petitioner.

The Court further finds that the sums of \$ **5,828.20 and \$142.50, respectively**, are just compensation for the injuries and damages sustained by said defendant, **The City of Miami, Oklahoma, a municipal corporation**,

The Court further finds that no person, firm, corporation, or taxing subdivision of the state other than said defendant have any right, title or interest in and to said just compensation, except

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the defendant, **The City of Miami, Oklahoma, a municipal corporation**, was the owner of the land designated as Tract No. 1 (57 FW 1625) and No. 2 (57 FW 1794) when this proceeding was commenced, and that the sums of \$ **5,828.20 and \$142.50** are just compensation for the damages sustained by the defendant; and that said defendant is the only person having any right, title or interest in and to said just compensation, except **none**.

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is hereby authorized and directed to make distribution from the funds deposited as just compensation for the taking of said tracts, as follows, to-wit:

TO: **The City of Miami, Oklahoma, Fee Owner,**  
**Tracts No. 1 (57 FW 1625) and No. 2**  
**(57 FW 1794). . . . . \$5,970.70**

*6/1/74*

*Moyce H. Savage*  
JUDGE

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

Interstate Commerce Commission,  
vs.  
Harvey D. Jones, doing business  
as Jones Truck Line,  
Glenn H. Coddington, doing  
business as Area Warehouse, and  
Federal Storage & Van Company, Inc.,  
a corporation

Plaintiff

Defendants

Civil  
No. 1692

FILED  
MAY 14 1946

DECREE GRANTING PERMANENT INJUNCTION

W. E. WATFIELD  
CLERK OF DISTRICT COURT

This case having come on for hearing this 14th day of May, 1946, on the complaint, answers by all defendants with the exception of Harvey D. Jones, and all parties with the exception of the said Harvey D. Jones being represented by counsel; and the court having considered the stipulation of facts, the testimony of witnesses, the evidence adduced, and having heard the arguments of counsel, and being in the premises fully advised, has filed with the clerk its findings of fact and conclusions of law and has found that judgment should be entered for the plaintiff as prayed for in the complaint;

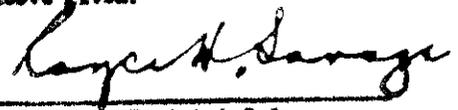
WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

(A) That Harvey D. Jones, defendant, his agents, employees, and representatives, and all persons, firms, companies, and corporations and their respective officers, agents, servants, employees, and representatives, and all persons in active concert or participation with him, be and they are hereby perpetually enjoined and restrained from in any manner, or by any device, directly or indirectly, offering, granting, or giving rebates, concessions, or discriminations in respect of the transportation of property in interstate commerce by motor vehicle on public highways, for compensation, furnished or to be furnished by said common carrier, or in respect of any services incidental to such actual transportation, furnished or to be furnished;

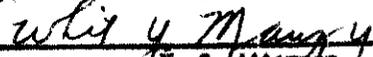
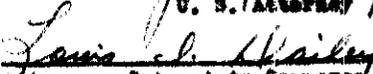
(5) That defendants Glenn H. Coddington and Federal Storage & Van Company, Inc., their respective agents, servants, employees, and representatives, and all persons in active concert or participation with them, or with either of them, be and they are hereby perpetually enjoined and restrained from in any manner, or by any device, directly or indirectly, soliciting, accepting, or receiving any rebate, concession, or discrimination in respect of the transportation of property in interstate commerce by motor vehicle on public highways, for compensation, furnished or to be furnished by said Harvey D. Jones, or by any other person or firm so engaged, or in respect of any services incidental to such transportation, furnished or to be furnished.

Defendants are taxed with costs which are to be equally apportioned between them. Execution may issue if said costs are not paid within thirty days.

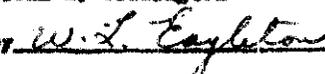
Done at Tulsa, Oklahoma, on the date above given.

  
\_\_\_\_\_  
U. S. District Judge

Approved for entry:

  
\_\_\_\_\_  
U. S. Attorney  
  
\_\_\_\_\_  
Attorney, Interstate Commerce Commission  
FOR THE PLAINTIFF

Approved as to form:

Glenn H. Coddington  
By   
\_\_\_\_\_  
Federal Storage & Van Company, Inc.  
By \_\_\_\_\_  
FOR THE DEFENDANTS

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

Interstate Commerce Commission, )  
 )  
 ) Plaintiff, )  
 )  
 vs. )  
 )  
 )  
 )  
 ) The Santa Fe Trail Transportation )  
 ) Company, )  
 ) Nichols Transfer & Storage Co., )  
 ) Tulsa Terminal Warehouse, and )  
 ) Federal Storage & Van Company, Inc., )  
 )  
 ) Defendants. )

Civil No. 1693

FILED  
MAY 19 1946

H. B. WARFIELD  
CLERK OF DISTRICT COURT

DECREE GRANTING PERMANENT INJUNCTION

This case having come on for hearing this 14th day of May, 1946, on the complaint, answers by all defendants with the exception of Federal Storage & Van Company, Inc., and all parties with the exception of the said Federal Storage & Van Company, Inc., being represented by counsel; and the court having considered the stipulation of facts, the testimony of witnesses, the evidence adduced, and having heard the arguments of counsel, and being in the premises fully advised, has filed with the clerk its findings of fact and conclusions of law and has found that judgment should be entered for the plaintiff as prayed for in the complaint;

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

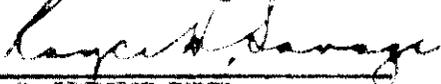
(A) That The Santa Fe Trail Transportation Company, defendant, its agents, employees, and representatives, and all persons, firms, companies, and corporations and their respective officers, agents, servants, employees, and representatives, and all persons in active concert or participation with it, be and they are hereby perpetually enjoined and restrained from in any manner, or by any device, directly or indirectly, offering, granting, or giving rebates, concessions, or discriminations in respect of the transportation of property in interstate commerce by motor vehicle on

public highways, for compensation, furnished or to be furnished by said common carrier, or in respect of any services incidental to such actual transportation, furnished or to be furnished;

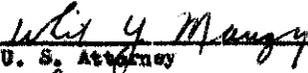
(B) That defendants Nichols Transfer & Storage Co., Tulsa Terminal Warehouse, and Federal Storage & Van Company, Inc., their respective agents, servants, employees, and representatives, and all persons in active concert or participation with them, or with any one of them, be and they are hereby perpetually enjoined and restrained from in any manner, or by any device, directly or indirectly, soliciting, accepting, or receiving any rebate, concession, or discrimination in respect of the transportation of property in interstate commerce by motor vehicle on public highways, for compensation, furnished or to be furnished by said The Santa Fe Trail Transportation Company, or by any other person or firm so engaged, or in respect of any service incidental to such transportation, furnished or to be furnished.

Defendants are taxed with costs which are to be equally apportioned between them. Execution may issue if said costs are not paid within thirty days.

Done at Tulsa, Oklahoma, on the date above given.

  
U. S. DISTRICT JUDGE

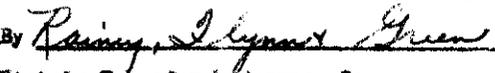
Approved for entry:

  
U. S. Attorney

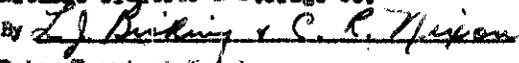
  
Attorney, Interstate Commerce Commission  
FOR THE PLAINTIFF

Approved as to form:

The Santa Fe Trail Transportation Company

By 

Nichols Transfer & Storage Co.

By 

Tulsa Terminal Warehouse

By   
FOR THE DEFENDANTS

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OREGON

INTERSTATE COMMERCE COMMISSION,

Plaintiff,

vs.

No. 1694 Civil

LEE WAY MOTOR FREIGHT, INC., a  
corporation,  
GLENN E. CODDINGTON, doing busi-  
ness as Arco Warehouse, and  
FEDERAL STORAGE & VAN COMPANY,  
INC., and  
NICHOLS TRANSFER & STORAGE CO.,  
corporations,

Defendants.

FILED  
MAY 19 1946

H. H. WARFIELD  
CLERK OF DISTRICT COURT

DECREE GRANTING PERMANENT INJUNCTION

This case having come on for hearing this 14th day of May, 1946, on the complaint, the answers thereto, and the parties being represented by counsel, and the court having considered the stipulation of facts, the testimony of witnesses, and the evidence introduced, and being in the premises fully advised, has filed with the clerk its findings of fact and conclusions of law and has found that judgment should be entered for the plaintiff herein as prayed for in the complaint;

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

(A) That Lee Way Motor Freight, Inc., defendant, its agents, employees, and representatives, and all persons, firms, companies, and corporations and their respective officers, agents, servants, employees, and representatives, and all persons in active concert or participation with it, be and they are hereby perpetually enjoined and restrained from in any manner, or by any device, directly or indirectly, offering, granting, or giving rebates, concessions, or discriminations in respect of the transportation of property in interstate commerce by motor vehicle on public highways, for compen-

sation, furnished or to be furnished by said common carrier, or in respect of any services incidental to such actual transportation, furnished or to be furnished;

(b) That defendants Glenn H. Coddington, Federal Storage & Van Company, Inc., and Nichols Transfer & Storage Co., their respective agents, servants, employees, and representatives, and all persons in active concert or participation with them, or with any of them, be and they are hereby perpetually enjoined and restrained from in any manner, or by any device, directly or indirectly, soliciting, accepting, or receiving any rebate, concession, or discrimination in respect of the transportation of property in interstate commerce by motor vehicle on public highways, for compensation, furnished or to be furnished by said Lee Way Motor Freight, Inc., or by any other person or firm so engaged, or in respect of any service incidental to such transportation, furnished or to be furnished.

Defendants are taxed with costs which are to be equally apportioned between them. Execution may issue if said costs are not paid within thirty days.

Done at Tulsa, Oklahoma, on the date above given.

Loyd H. Savage  
U. S. DISTRICT JUDGE

Approved for entry:

Julius Y. Mangy  
U. S. Attorney

Louis S. Bailey  
Attorney, Interstate Commerce Commission

FOR THE PLAINTIFF

Approved as to form:

Lee Way Motor Freight, Inc.

By George J. Short

Glenn H. Coddington

By W. L. Eustace

Federal Storage & Van Company, Inc.

By A. E. Montgomery

Nichols Transfer & Storage Co.

By L. J. Beckins + C. R. Nixon

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

FILED  
MAY 15 1946

Interstate Commerce Commission, Plaintiff  
vs.  
Gordon Interstate, Inc., Defendant  
a corporation

W. R. WATFIELD  
CLERK OF DISTRICT COURT  
Civil  
No. 1895

DECREE GRANTING PERMANENT INJUNCTION

This case having come on for hearing this 14th day of May, 1946, on the complaint, the answer of the defendant thereto, and the parties being represented by counsel, and the court having considered the stipulation of facts, the testimony of witnesses, and the evidence, and having heard the arguments of counsel, and being in the premises fully advised, has filed with the clerk its findings of fact and conclusions of law and has found that judgment should be entered for the plaintiff herein as prayed for in the complaint;

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

That Gordon Interstate, Inc., defendant, its agents, employees, and representatives, and all persons, firms, companies, and corporations and their respective officers, agents, servants, employees, and representatives, and all persons in active concert or participation with it, be and they are hereby perpetually enjoined and restrained from in any manner, or by any device, directly or indirectly, offering, granting, or giving rebates, concessions, or discriminations in respect of the transportation of property in interstate commerce by motor vehicle on public highways, for compensation, furnished or to be furnished by said common carrier, or in respect of any services incidental to such actual transportation, furnished or to be furnished.

Defendant is taxed for costs, for which execution may issue if not paid within thirty days.

Done at Tulsa, Oklahoma, on the date above given.

*Walter H. Savage*  
U. S. District Judge

Approved for entry:

---

U. S. Attorney

Louis L. Haskins  
Attorney, Interstate Commerce Commission

FOR THE PLAINTIFF

Approved as to form:

Gordon Interstate, Inc.

BY R. M. Moulton by W. L. Egleston

FOR THE DEFENDANT

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

FILED  
MAY 14 1946

INTERSTATE COMMERCE COMMISSION,

Plaintiff,

vs.

GLENN E. BREEDING and IRENE  
BREEDING, partners, doing  
business as Breeding Motor  
Freight Lines, and  
NICHOLS TRANSFER & STORAGE  
CO., a corporation,

Defendants.

RECEIVED  
MAY 14 1946

Civil No. 1696

DECREE GRANTING PERMANENT INJUNCTION

This case having come on for hearing this 14th day of May, 1946, on the complaint, the answers of the defendants thereto, and the parties being represented by counsel, and the court having considered the stipulation of facts, the testimony of witnesses, the evidence, and having heard the arguments of counsel, and being in the premises fully advised, has filed with the clerk its findings of fact and conclusions of law and has found that judgment should be entered for the plaintiff herein as prayed for in the complaint;

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

(A) That Glenn E. Breeding and Irene Breeding, defendants, their agents, employees, and representatives, and all persons, firms, companies, and corporations and their respective officers, agents, servants, employees and representatives, and all persons in active concert or participation with them, be and they are hereby perpetually enjoined and restrained from in any manner, or by any device, directly or indirectly, offering, granting, or giving rebates, concessions, or discriminations in respect of the transportation of property in interstate commerce by motor

vehicle on public highways, for compensation, furnished or to be furnished by said common carrier, or in respect of any services incidental to such actual transportation, furnished or to be furnished;

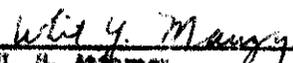
(B) That defendant, Nichols Transfer & Storage Co., its agents, servants, employees, and representatives, and all persons in active concert or participation with it, be and they are hereby perpetually enjoined and restrained from in any manner, or by any device, directly or indirectly, soliciting, accepting, or receiving any rebate, concession, or discrimination in respect of the transportation of property in interstate commerce by motor vehicle on public highways, for compensation, furnished or to be furnished by the said Glenn E. Breeding and Irene Breeding, or by any other person or firm so engaged, or in respect of any services incidental to such transportation, furnished or to be furnished.

Defendants are taxed with costs which are to be equally apportioned between them. Execution may issue if said costs are not paid within thirty days.

Done at Tulsa, Oklahoma, on the date above given.

  
U. S. DISTRICT JUDGE.

Approved for entry:

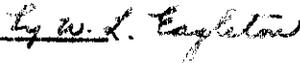
  
U. S. Attorney

  
Attorney, Interstate Commerce  
Commission

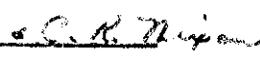
FOR THE PLAINTIFF

Approved as to form:

Glenn E. and Irene Breeding

By  

Nichols Transfer & Storage Co.

By  

FOR THE DEFENDANTS





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

UNITED STATES OF AMERICA,

Petitioner,

vs.

CERTAIN PARCELS OF LAND IN OTTAWA COUNTY,  
OKLAHOMA, containing approximately 180.50  
acres, more or less; and Albert Walker,  
et al.,

Defendants.

CIVIL NO. 1192

FILED  
MAY 17 1945

H. P. WARFIELD  
CLERK U. S. DISTRICT COURT

ORDER FIXING TITLE, DECREERING JUST COMPENSATION AND  
MAKING DISTRIBUTION AS TO TRACT No.s. 34 (57 FW 1752)  
and 35 (57 FW 1753)

Now, on this 17th day of May, 1945, there  
coming on for hearing the application of the defendant, L. G. Webb,

for an order fixing title, decreeing just compensation and making distri-  
bution as to Tract<sup>s</sup> No. 34 (57 FW 1752) and 35 (57 FW 1753)  
and the Court being fully advised in the premises, finds:

That the defendant, L. G. Webb, was  
the owner of the land<sup>s</sup> designated as Tract<sup>s</sup> No. 34 (57 FW 1752) and 35 (57  
FW 1753)  
when this proceeding was commenced; that the petitioner filed a declaration  
of taking and deposited in the registry of this Court the estimated just  
compensation in the sum<sup>o</sup> of \$10.00 and \$8.00, respectively, for the  
taking of a perpetual flowage easement upon and over said  
said tract<sup>s</sup> of land; that this Court entered a judgment upon said declaration  
of taking filed by the petitioner, thereby vesting in the petitioner, United  
States of America, a perpetual flowage easement upon and over said tracts;  
and decreed that the owners and those having any right, title or interest  
in and to said land, have and recover just compensation for the taking  
of said easements

The Court further finds that the defendant , L. G. Webb,  
, in writing, agreed to grant and sell to the pe-  
titioner a perpetual flowage easement upon and over  
said tract s of land for the sum s of \$10.00 and \$8.00, respectively,  
which were accepted by the petitioner.

The Court further finds that the sum s of \$10.00 and \$8.00, respectively  
are just compensation for the injuries and damages sustained by said  
defendant, L. G. Webb.

The Court further finds that no person, firm, corporation, or  
taxing subdivision of the state other than said defendant have any  
right, title or interest in and to said just compensation, except none

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court  
that the defendant, L. G. Webb, was  
the owner of the land s designated as Tract No. 34 (57 FW 1752) and No. 35 (57  
when this proceeding was commenced, and that the sum s of \$10.00 and \$8.00,  
<sup>FW 1753)</sup>  
respectively,  
were just compensation for the damages sustained by the defendant ;  
and that said defendant is the only person having any right, title  
or interest in and to said just compensation, except none

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is  
hereby authorized and directed to make distribution from the funds de-  
posited as just compensation for the taking of said tract s , as  
follows, to-wit:

TO: L. G. Webb, Fee Owner,  
Tracts Nos. 34 (57 FW 1752) and  
No. 35 (57 FW 1753). . . . . \$18.00

OK  
2/2/54

Rayce H. Savage  
JUDGE

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

UNITED STATES OF AMERICA, )  
 )  
 ) Petitioner, )  
 )  
 vs. )  
 )  
 CERTAIN PARCELS OF LAND IN OTTAWA COUNTY, )  
 OKLAHOMA, and G. W. London, et al., )  
 )  
 )  
 )  
 ) Defendants. )

CIVIL NO. 1185

FILED  
MAY 17 1946

H. P. WARFIELD  
CLERK U. S. DISTRICT COURT

ORDER FIXING TITLE, DECREERING JUST COMPENSATION AND  
MAKING DISTRIBUTION AS TO TRACT No. 9 (57 PW 1772)  
and Tract No. 41 (57 PW 1325)

Now, on this 17<sup>th</sup> day of May, 1945, there  
coming on for hearing the application of the defendant L. G. Webb

for an order fixing title, decreasing just compensation and making distri-  
bution as to Tract<sup>s</sup> No. 9 (57 PW 1772) & No. 41 (57 PW 1325)  
and the Court being fully advised in the premises, finds:

That the defendant L. G. Webb was  
  
the owner of the land designated as Tracts No. 9 and 41, respectively,  
when this proceeding was commenced; that the petitioner filed a declaration  
of taking and deposited in the registry of this Court the estimated just  
compensation in the sum of \$5.00 and \$15.00, respectively, for the  
taking of ~~perpetual flowage easements across~~  
said tract<sup>s</sup> of land; that this Court entered a judgment upon said declaration  
of taking filed by the petitioner, thereby vesting in the petitioner, United  
States of America, ~~perpetual flowage easements upon said tracts;~~  
and decreed that the owners and those having any right, title or interest  
in and to said land, have and recover just compensation for the taking  
of ~~said easements.~~

The Court further finds that the defendant **L. G. Webb**  
**has**, in writing, agreed to grant and sell to the pe-  
titioner **perpetual flowage easements upon and over**  
said tract of land for the sum of **\$5.00 and \$15.00, respectively,**  
which **were** accepted by the petitioner.

The Court further finds that the sum of **\$5.00 & \$15.00 are**  
just compensation for the injuries and damages sustained by said  
defendant

The Court further finds that no person, firm, corporation, or  
taxing subdivision of the state other than said defendant have any  
right, title or interest in and to said just compensation, except ~~none~~

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court  
that the defendant **L. G. Webb, Inc**  
the owner of the land designated as Tract No. 9 and 41,  
when this proceeding was commenced, and that the sum of **\$5.00 & \$15.00**  
**are** just compensation for the damages sustained by the defendant ;  
and that said defendant **is** the only person having any right, title  
or interest in and to said just compensation, except ~~none~~

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is  
hereby authorized and directed to make distribution from the funds de-  
posited as just compensation for the taking of said tract, as  
follows, to-wit:

TO: **L. G. Webb, - - fee owner of Tracts**  
**No. 9 (87 NW 1772) & 41 (87 NW 1825), - - - - \$20.00**

*C.K. J.*

*Royce H. Savage*  
JUDGE

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

UNITED STATES OF AMERICA, )  
 )  
 ) Petitioner, )  
 )  
 vs. )  
 )  
 ) CERTAIN PARCELS OF LAND IN OTTAWA COUNTY, )  
 ) OKLAHOMA, containing approximately 305.40 )  
 ) acres, more or less; and Albert E. Williams, )  
 ) et al. )  
 )  
 ) Defendants. )

CIVIL NO. 1199

FILED

MAY 17 1946

H. P. WARFIELD  
CLERK U. S. DISTRICT COURT

ORDER FIXING TITLE, DECREERING JUST COMPENSATION AND  
MAKING DISERIBUTION AS TO TRACT No. 19 (57 FW 1815)

Now, on this 17<sup>th</sup> day of MAY, 1946, there  
coming on for hearing the application of the defendant **L. G. Webb**  
for an order fixing title, decreeing just compensation and making distri-  
bution as to Tract No. 19 (57 FW 1815)  
and the Court being fully advised in the premises, finds:

That the defendant **L. G. Webb, was**  
the owner of the land designated as Tract No. 19 (57 FW 1815)  
when this proceeding was commenced; that the petitioner filed a declaration  
of taking and deposited in the registry of this Court the estimated just  
compensation in the sum of \$**37.50** for the  
taking of **a perpetual flowage easement upon and over**  
said tract of land; that this Court entered a judgment upon said declaration  
of taking filed by the petitioner, thereby vesting in the petitioner, United  
States of America, **a perpetual flowage easement upon and over said tract,**  
and decreed that the owners and those having any right, title or interest  
in and to said land, have and recover just compensation for the taking  
of **said easement.**

The Court further finds that the defendant, **L. G. Webb** has, in writing, agreed to grant and sell to the petitioner a **perpetual flowage easement upon and over** said tract of land for the sum of **\$37.50** which was accepted by the petitioner.

The Court further finds that the sum of **\$37.50 is** just compensation for the injuries and damages sustained by said defendant **L. G. Webb**

The Court further finds that no person, firm, corporation, or taxing subdivision of the state other than said defendant have any right, title or interest in and to said just compensation, except ~~none~~

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the defendant **L. G. Webb, was** the owner of the land designated as Tract No. **19 (57 FW 1815)** when this proceeding was commenced, and that the sum of **\$ 37.50** is just compensation for the damages sustained by the defendant ; and that said defendant **is** the only person having any right, title or interest in and to said just compensation, except ~~none~~

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is hereby authorized and directed to make distribution from the funds deposited as just compensation for the taking of said tract, as follows, to-wit:

TO: **L. G. WEBB, - - - - fee owner of**  
**Tract No. 19 (57 FW 1815) - - - - - \$37.50**

*OK-JAC*

*George H. Savage*  
JUDGE

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

UNITED STATES OF AMERICA,  
Petitioner,

vs.

CERTAIN PARCELS OF LAND IN OTTAWA COUNTY,  
OKLAHOMA, and M. R. Tidwell, Jr., et al.,

Defendants.

CIVIL NO. 1205

FILED  
MAY 17 1946

H.P. WARFIELD  
CLERK U.S. DISTRICT COURT

ORDER FIXING TITLE, DECREERING JUST COMPENSATION AND  
MAKING DISTRIBUTION AS TO TRACT No. 27 (58 FW 1855)

Now, on this 17<sup>th</sup> day of **MAY**, 1946, there  
coming on for hearing the application of the defendant **L. G. Webb**  
for an order fixing title, decreeing just compensation and making distri-  
bution as to Tract No. 27 (58 FW 1855)  
and the Court being fully advised in the premises, finds:

That the defendant **L. G. Webb**, was  
the owner of the land designated as Tract No. 27 (58 FW 1855)  
when this proceeding was commenced; that the petitioner filed a declaration  
of taking and deposited in the registry of this Court the estimated just  
compensation in the sum of \$ **25.00** for the  
taking of **a perpetual flowage easement upon and over**  
said tract of land, that this Court entered a judgment upon said declaration  
of taking filed by the petitioner, thereby vesting in the petitioner, United  
States of America, **a perpetual flowage easement**  
and decreed that the owners and those having any right, title or interest  
in and to said land, have and recover just compensation for the taking  
of **said easement.**

The Court further finds that the defendant **L. G. Webb** ~~has~~, in writing, agreed to grant and sell to the petitioner **a perpetual flowage easement upon and over** said tract of land for the sum of \$**25.00** which ~~was~~ accepted by the petitioner.

The Court further finds that the sum of \$ **25.00 is** just compensation for the injuries and damages sustained by said defendant

The Court further finds that no person, firm, corporation, or taxing subdivision of the state other than said defendant have any right, title or interest in and to said just compensation, except ~~none~~

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the defendant **L. G. Webb, was** the owner of the land designated as Tract No. **27 (58 FW 1855)** when this proceeding was commenced, and that the sum of \$ **25.00 is** just compensation for the damages sustained by the defendant ; and that said defendant **is** the only person having any right, title or interest in and to said just compensation, except ~~-none-~~

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is hereby authorized and directed to make distribution from the funds deposited as just compensation for the taking of said tract , as follows, to-wit:

TO: **L. G. WEBB, - - - fee owner of Tract**  
**No. 27 (58 FW 1855) - - - - - \$25.00**

*C.K. JOC*

*Grace H. Savage*  
JUDGE



The Court further finds that the defendant W. B. Brite  
in writing, agreed to grant and sell to the petitioner a perpetual flowage easement  
over said tract of land for  
the sum of \$109.00, which was accepted  
by the petitioner.

The Court further finds that the sum of \$ 109.00 is  
just compensation for the injuries and damages sustained by said defendant

The Court further finds that no person, firm, corporation, or taxing  
subdivision of the State other than said defendant have any right, title or  
interest in and to said just compensation, except

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that  
the defendants Richard Burton Brite and Mary Louise Brite succeeded by inheritance  
to the rights of W. B. Brite, deceased, and by releases attached to and bear a part of  
the petition to the rights of L.S. Kingsborough, Kingsborough, B. and W. A. Bonaback  
the owner of the land designated as Tract No. 14 A 33 P 1040)

when this proceeding was commenced, and that the sum of \$109.00  
is just compensation for the damages sustained by the defendants ;  
and that said defendants are the only persons having any right, title or  
interest in and to said just compensation, except

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is  
hereby authorized and directed to make distribution from the funds deposited  
as just compensation for the taking of said tract as follows, to wit.

TO: Richard Burton Brite and Mary Louise Brite \$109.00

OK-130

Rayce H. Strawn  
JUDGE

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

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CIVIL NO. 1192

CERTAIN PARCELS OF LAND IN DEFAWA COUNTY,  
OKLAHOMA, containing approximately 180.80  
acres, more or less; and Albert Walker,  
et al.,

Defendants.

ORDER FIXING TITLE, DECREESING JUST COMPENSATION  
AND MAKING PARTIAL DISTRIBUTION AS TO TRACT NO. 5  
(57 FV 1617-Rev. Tract-A)

NOT, On this 3/27 day of May, 1946, there coming on  
for hearing the application of the defendants, Doctor W. R. Scott and Nita  
Scott, for an order fixing title, decreeing just compensation and making  
partial distribution as to Tract No. 5 (57 FV 1617-Rev. Tract-A), and the  
court being fully advised in the premises, finds:

That the defendants, Doctor W. R. Scott and Nita Scott were the  
owners of the land designated as Tract No. 5 (57 FV 1617-Rev. Tract-A), when  
this proceeding was begun; that the petitioner filed a Declaration of Taking  
and deposited in the registry of the court as estimated just compensation,  
the sum of \$534.50, for the taking of a perpetual flowage easement upon and  
over said tract; that this court entered judgment upon said Declaration of  
Taking filed by the petitioner, thereby vesting the petitioner, United States  
of America a perpetual flowage easement upon and over said tract and decreeing  
that the owners and those having any right, title or interest in and to said  
land have and recover just compensation for the taking as aforesaid.

The court further finds that the Commissioners appointed by the court  
filed their supplemental report on July 18, 1945 and awarded damages for the  
taking of said tract in the amount of \$600.00; that no demands for jury trial  
nor exceptions to the report of commissioners have been filed and that said  
award has become final.

The court further finds that the sum of \$600.00 is just compensation for the injuries and damages sustained by said defendants.; that there is now on deposit in the registry of the court for distribution unto the parties entitled thereto the sum of \$534.50 deposited as the estimated just compensation for the taking of said tract; that defendants have conveyed said tract, since the institution of this action, to Earl G. Clanton and have agreed that their said grantee is to receive the just compensation for the taking of said perpetual flowage easement thereupon.

The court further finds that no persons, firms, corporations or taxing subdivisions of the State, other than the said Earl G. Clanton, have any right, title or interest in and to said just compensation.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED BY THIS COURT that the defendants, Doctor W. R. Scott and Nita Scott, were the owners of the lands designated as Tract No. 5 (57 PW 1617-Rev.Tract-A), when this proceeding was commenced; that Earl G. Clanton is presently the owner thereof and by agreement is entitled to receive the just compensation therefor; that the sum of \$600.00 is just compensation for the damages sustained.

IT IS FURTHER ORDERED that the Clerk of this Court be and he is hereby authorized to make distribution of the \$534.50 now on deposit, to Earl G. Clanton, and to distribute the deficiency of \$65.50 to him when the same has been deposited in the registry of the court by the petitioner.

OK-JSC

James H. Savage  
Judge

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

UNITED STATES OF AMERICA,

Petitioner,

-vs-

CERTAIN PARCELS OF LAND IN OTTAWA COUNTY,  
OKLAHOMA, containing approximately 220.30  
acres, more or less; and T. L. Robinson,  
et al.,

Defendants.

CIVIL NO. 1201

ORDER FIXING TITLE, DECREERING JUST COMPENSATION  
AND MAKING DISTRIBUTION AS TO-  
TRACT NO. 29 (58 FW 1728)  
TRACT NO. 30 (58 FW 1729)  
TRACT NO. 31 (58 FW 1730)  
TRACT NO. 32 (58 FW 1731)  
TRACT NO. 34 (58 FW 1732-Rev.)

Now, On this 21st day of May, 1946, there coming on for hearing the application of the defendants, Ray Tanner and Bessie Tanner, for an order fixing title, decreeing just compensation and making distribution as to Tracts No. 29 (58 FW 1728), 30 (58 FW 1729), 31 (58 FW 1730), 32 (58 FW 1731) and 34 (58 FW 1732-Rev.), and the Court being fully advised in the premises, finds:

That the defendants, Ray Tanner and Bessie Tanner were the owners of the lands designated as Tracts No. 29, 30, 31, 32 and 34 when this proceeding was commenced; that the petitioner filed a declaration of taking and deposited in the registry of this Court the estimated just compensation in the sums of \$180.00, \$68.00, \$26.00, \$64.00 and \$64.00 respectively, for the taking of perpetual flowage easements upon and over said tracts of land; that this Court entered a judgment upon said declaration of taking filed by the petitioner, thereby vesting in the petitioner, United States of America perpetual flowage easements upon and over said tracts, and decreed that the owners and those having any right, title or interest in and to said lands, have and recover just compensation for the taking of said easements.

The Court further finds that the defendants, Ray Tanner and Bessie Tanner, have, in writing, agreed to grant and sell to the petitioner perpetual flowage easements upon and over said tracts of land for the sums of \$180.00, \$68.00, \$26.00, \$64.00 and \$64.00, which offers were accepted by the petitioner.

The Court further finds that the sums of \$180.00, \$68.00, \$26.00, \$64.00 and \$64.00, are just compensation for the injuries and damages sustained by said defendants.

The Court further finds that no person, firm, corporation, or taxing subdivision of the State, other than said defendants, have any right, title or interest in and to said just compensation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the defendants, Ray Tanner and Bessie Tanner, were the owners of the lands designated as Tracts No. 29, 30, 31, 32 and 34 when this proceeding was commenced, and that the sums of \$180.00, \$68.00, \$26.00, \$64.00 and \$64.00 are just compensation for the damages sustained by the defendants; and that said defendants are the only persons having any right, title or interest in and to said just compensation.

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is hereby authorized and directed to make distribution from the funds deposited as just compensation for the taking of said Tracts, as follows, to-wit:

TO: Ray Tanner and Bessie Tanner, - - - owners of  
Tract No. 29 (58 FW 1728),  
Tract No. 30 (58 FW 1729),  
Tract No. 31 (58 FW 1730),  
Tract No. 32 (58 FW 1731),  
Tract No. 34 (58 FW 1732-Rev.), - - - - - \$402.00

OK-JSC

*[Handwritten signature]*  
J. H. ...

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

UNITED STATES OF AMERICA, )  
 )  
 ) Petitioner, )  
 )  
 vs. )  
 )  
 CERTAIN PARCELS OF LAND IN OTTAWA COUNTY, )  
 OKLAHOMA, containing 781.70 acres, more or )  
 less; and Nettie Cooper, et al., )  
 )  
 ) Defendants. )

CIVIL NO. 1231

MAY 11 1946

H. P. WARFIELD  
CLERK OF DISTRICT COURT

ORDER FIXING TITLE, DECREERING JUST COMPENSATION AND  
MAKING DISTRIBUTION AS TO TRACT No.  
**2 (60 FW 1333)**

Now, on this 21 day of May, 1946<sup>6</sup>, there  
coming on for hearing the application of the defendant **Nettie Cooper**  
for an order fixing title, decreeing just compensation and making distri-  
bution as to Tract No. **2 (60 FW 1333)**  
and the Court being fully advised in the premises, finds:

That the defendant **Nettie Cooper** was  
the owner of the land designated as Tract No. **2 (60 FW 1333)**  
when this proceeding was commenced; that the petitioner filed a declaration  
of taking and deposited in the registry of this Court the estimated just  
compensation in the sum of \$ **10.00** for the  
taking of **easement upon and over**  
said tract of land that this Court entered a judgment upon said declaration  
of taking filed by the petitioner, thereby vesting in the petitioner, United  
States of America, **a perpetual flowage easement upon and over said tract;**  
and decreed that the owners and those having any right, title or interest  
in and to said land, have and recover just compensation for the taking  
of

The Court further finds that the defendant **Nettie Cooper** has , in writing, agreed to grant and sell to the petitioner a perpetual flowage easement upon and over said tract of land for the sum of \$ 10.00 which was accepted by the petitioner.

The Court further finds that the sum of \$ 10.00 is just compensation for the injuries and damages sustained by said defendant

The Court further finds that no person, firm, corporation, or taxing subdivision of the state other than said defendant have any right, title or interest in and to said just compensation, except

-none-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the defendant **Nettie Cooper, was** the owner of the land designated as Tract No. 2 (50 FW 1333) when this proceeding was commenced, and that the sum of \$10.00 is just compensation for the damages sustained by the defendant ; and that said defendant is the only person having any right, title or interest in and to said just compensation, except -none-

IT IS FURTHER ORDERED that the Clerk of this Court be, and he is hereby authorized and directed to make distribution from the funds deposited as just compensation for the taking of said tract , as follows, to-wit:

OK-*pac*

TO: **Nettie Cooper, - - -fee owner of**  
**Tract No. 2 (50 FW 1333) - - - - - \$10.00**

*Royce H. Savage*  
JUDGE