

(COPY)

UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF OKLAHOMA

United States of America,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 2480 Civil
	)	
Albert George Samara,	)	
	)	
Defendant.	)	

O R D E R

CLERK, HONORABLE  
DISTRICT COURT

This matter coming on for hearing this 3rd day of January, 1951, and the United States of America appearing by Whit Y. Mauzy, United States Attorney for the Northern District of Oklahoma and the defendant appears not, and the court being fully advised in the premises finds that service by publication, pursuant to the Acts of Congress, has been properly obtained; that the defendant was required to answer to the complaint of the United States on or before the 1st day of January, 1951, and that said defendant has filed no pleading, except the receipt of a letter under date of December 19, 1950, which letter has been filed with the Clerk of this Court, and is wholly in default. The court after being fully advised in the premises and after the introduction of evidence finds:

That the defendant, Albert George Samara, prior to the 7th day of July, 1927, was a subject and citizen of Syria-Lebanon; that on the 7th day of July, 1927, in the District Court of Creek County, Sapulpa, Oklahoma, the said court having duly found that said petitioner intended to reside permanently in the United States and has in all respects complied with the naturalization laws of the United States of America, the said Albert George Samara was admitted by said court to be a citizen of the United States of America and certificate of citizenship No. 2302422 was executed by the clerk of said court on the 7th day of July, 1927, and such certificate is duly introduced in evidence.

The court further finds that said defendant, Albert George Samara, within five (5) years after the aforementioned decree of the District Court of Creek County, Sapulpa, Oklahoma, was entered and within five (5) years after the execution of the certificate of citizenship above mentioned, left the United States of America and returned to Lebanon, his native

country and became a permanent resident of Lebanon.

That the said Albert George Samara never registered as an American citizen at any American Consulate and has not voted as a citizen of the United States of America and maintains no business or property within the United States; that his last known place of residence in the United States was 142 East Broadway, Drunright, Oklahoma; that he is now residing at Judeidet, Marjayoun, Lebanon, and has so resided since the 15th day of May, 1929, without interruption. That he obtained a Lebanese citizenship on May 27, 1938, by opting for such citizenship under the provisions of the Franco-Turkish agreement of May 29, 1937; that on the 5th day of May, 1939, he obtained a Lebanese identity card No. 69/F; that on the 23rd day of May, 1935, he was married to Victoria Haurani, a Lebanese national, and three children have been born to said union, George, Emile and Leila, being born in 1936, 1938 and 1941, respectively, and all being subjects of Lebanon.

The court further finds that said certificate of naturalization was secured by fraud in that the said Albert George Samara did not intend to remain a citizen of the United States of America and maintain his allegiance to said country when said certificate of naturalization was issued, but that he did, within five (5) years thereafter, become a permanent resident of Lebanon and that pursuant to Section 338 of the Naturalization Act of 1940, said decree of naturalization should be set aside and said certificate of naturalization No. 2302422 issued to Albert George Samara should be delivered to the clerk of the United States District Court for the Northern District of Oklahoma and should be cancelled and the defendant should be forever restrained and enjoined from claiming any right, privilege, benefit or advantage whatsoever under said certificate of naturalization.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that certificate of naturalization No. 2302422, issued to Albert George Samara on the 7th day of July, 1927, by the clerk of the District Court of Creek County, Sapulpa, Oklahoma, be delivered to the clerk of the United States District Court for the Northern District of Oklahoma and said certificate be and the same hereby is cancelled, set aside, revoked and held for naught and the said defendant be and he hereby is forever restrained and enjoined from claiming any right, privilege, benefit or advantage whatsoever under and by virtue of said certificate of citizenship.

AND IT IS SO ORDERED.

/s/ Royce H. Savage  
JUDGE

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

PUBLIC SERVICE COMPANY OF  
OKLAHOMA, an Oklahoma Corporation )

Plaintiff, )

- vs - )

CERTAIN PARCELS OF LAND IN TULSA  
COUNTY, OKLAHOMA, THE UNITED  
STATES OF AMERICA; et al., )

No. 2638

FILED

January 9, 1951

Noble C. Hood  
Clerk U.S. District Court

-----  
ORDER CONFIRMING REPORT OF COMMISSIONERS AND DIRECTING  
PAYMENT OF AWARD  
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Now on this 9th day of January, 1951, and in response to "N O T I C E" heretofore on the 29th day of December, 1950, served by mail by Noble C. Hood, Clerk of this Court, on all parties to the above styled and numbered cause of action, who are not in default, there comes before this court the matter of the Disposition of said cause;

Whereupon there is presented to the Court for its examination and approval the following papers heretofore filed in this cause, to wit:

1. Report of Commissioners, dated June 3rd, 1950, signed by Robert B. Worrell, Maurice A. DeVinna and Rashie C. Smith, and filed June 3, 1950.
2. Order of June 5, 1950, directing payment by the Court Clerk direct to Homer and Mabel Perryman of the sum of \$750.00.
3. "STIPULATION" by and between the Great Lakes Carbon Corporation, and the Public Service Company of Oklahoma, signed by their respective attorneys, dated June 1, 1950, and filed September 15, 1950, and thus being fully advised in the premises,

It is hereby ordered and decreed that the aforesaid Report of Commissioners be and the same is hereby approved and confirmed; That subject to the rights of the Great Lakes Carbon Corporation as reflected in the aforementioned Stipulation, the Public Service Company of Oklahoma be, and is hereby vested with the entire estate in and to the Electric Transmission Easement and Right-of-way together with all rights and privileges incident thereto set out in Paragraph 1 of the aforesaid Report of Commissioners.

The Court further finds that more than sixty (60) days have elapsed since the date of the filing of said report and that no one has filed herein a written objection to the Report of the Commissioners, and that there has been no demand in writing for trial by jury; wherefore

It is further ordered and decreed that, except for the rights under the stipulation above described of the Great Lakes Carbon Corporation, the several defendants herein be, and are hereby barred and enjoined from hereafter contesting or denying in any manner the estate and privileges of the Condemner in and to said Easement and right of way for the purposes of Electric Transmission Line as prayed for in the Complaint, and as appraised in the Report of the Commissioners filed herein.

The Court further finds that all costs in this matter have been paid by the Complainant herein, and that all damages arising out of the condemnation have been paid, save and except the following item of five (\$5.00) dollars, and it is therefore

Ordered by the Court that the Sum of \$5.00 now resting in the Clerk's coffers as credited to this litigation as damages awarded to the defendant Alvin Rogers be mailed by check to said defendant at 7800 South Lewis Avenue, Tulsa, Oklahoma, by the Clerk of this Court.

/s/ Royce H. Savage, Judge of the  
United States Court, Northern  
District of Oklahoma.

OK AS TO FORM:

/s/ F. C. Swindell  
Great Lakes Carbon Company, by F. C. Swindell, its attorney.

/s/ Whit Y. Mauzy, U.S. Atty.  
The United States of America, by Whit Y. Mauzy, its attorney.

/s/ Glenn R. Davis  
~~Hugh-A-White~~, U. S. Probate Attorney, Muskogee, Oklahoma.

/s/ T. M. Markley  
Public Service Company of Oklahoma, by T. M. Markley, its attorney.

OK AS TO COSTS, DAMAGES, AND BALANCE IN FUND:

Noble C. Hood, Clerk of the District Court, by

/s/ M. M. Ewing, his deputy.

UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Lester W. Harrington and  
Anna Mae Harrington,

Defendants.

No. 2780 Civil

THOMAS ROOP  
Clerk of District Court

JOURNAL ENTRY

NOW, on this 9th day of January, 1951, the above entitled cause coming on for trial pursuant to regular assignment and the plaintiff appearing by Whit Y. Healy, United States Attorney, and John S. Athens, Assistant United States Attorney, for the Northern Judicial District of Oklahoma, and the defendants appearing not, the court having heard the statement of counsel and having examined the evidence of plaintiff finds:

That the defendants, Lester W. Harrington and Anna Mae Harrington, did, on December 23, 1947, execute and deliver to the Home Insulating Company their written promissory note, by the terms of which they agreed to pay the sum of \$689.88 in thirty-six (36) monthly installments and that said note was executed by said defendants in accordance with the Federal Housing Act.

The court further finds that the note was executed and delivered in consideration of certain improvements on property located at 1012 Center Street, in the town of Collinsville, Oklahoma.

The court further finds that it was understood between the maker and payee that said Home Insulating Company was to endorse said note to the National Bank of Commerce of Tulsa, Oklahoma, and that the National Bank of Commerce was to pay the Home Insulating Company the loan evidenced by said note, proceeds so received to be expended by the Home Insulating Company in the making of improvements at the aforesaid address. That upon receipt of said note, on December 23, 1947, said Home Insulating Company endorsed in blank said note to the National Bank of Commerce, in accordance with the understanding of the parties thereto.

The court further finds that said defendants defaulted in payment of the monthly payments in that they failed, refused and neglected to make

the initial payment on said note, on the 5th day of February, 1948, and that as a result thereof, on the 24th day of November, 1948, the National Bank of Commerce assigned said note to the plaintiff, under the terms of the Federal Housing Act, and that defendants are now indebted to the plaintiff in the sum of Seven Hundred Eleven Dollars and Six Cents (\$711.06).

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the court that the plaintiff have judgment against the defendants in the sum of Seven Hundred Eleven Dollars and Six Cents (\$711.06), with interest thereon from this date until paid and for its costs.

121 Royce W. Savage  
U.S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF ILLINOIS

United States of America,

Plaintiff,

vs.

No. 2521 Civil

11 Units, each containing 2 bottles  
article labeled in part "Nue-Ovo Contents"  
1 pint active ingredients. An aqueous  
extraction of plume thistle, burdock,  
cassia, sage, cinnamon, horsehound, gin-  
sent, celamus, dandelion, withe, kola nut,  
sodium salicylate, cacao, licorice. Vita-  
min B1, \*

Defendant.

1951

1951

ROBERT C. HOOD  
Judge U.S. District Court

O R D E R

This matter coming on for hearing this \_\_\_\_ day of January, 1951, in its regular order, and the plaintiff, United States of America, appearing by Whit Y. Mandy, United States Attorney for the Northern District of Illinois, and the court being fully advised as the premises finds:

That on the 27th day of October, 1948, there was entered in this case a stipulation between the United States of America, libellant, and the Research Laboratories, Inc., claimant, to the effect that the issues involved in this cause, to-wit, misbranding under the Federal Food, Drug and Cosmetic Act, were the same as were involved in Consolidated Actions then pending in the United States District Court for the Northern District of Illinois and it was further stipulated and agreed that after final judgment was entered in the consolidated cases in the United States District Court for the Northern District of Illinois that said judgment should be controlling as to the issues in this cause.

The court further finds that on the 27th day of October, 1950, final judgment was entered in the United States District Court for the Northern District of Illinois, Eastern Division, by consent, which judgment decreed that the product seized was misbranded under 21 U.S.C. 352(f)(1) and the same was decreed to be condemned and destroyed, pursuant to 21 U.S.C. 334, and the court further finds that judgment should be entered in this cause pursuant to the final judgment entered in the United States District Court for the Northern District of Illinois, as provided in the stipulation filed in this cause.



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

VIRGIL L. FEVELL,

Plaintiff,

-vs-

TRAVELERS INSURANCE COMPANY,  
a corporation,

Defendant.

No. 2792 Civil

FILED

JAN 12 1951

ORDER REMANDING CAUSE TO STATE COURT

NOBLE C. HOOD  
Clerk U. S. District Court

Now on this 12th day of January, 1951, this cause came on for hearing on motion of plaintiff to remand the cause to the State Court; plaintiff appearing by B. W. Tabor, attorney, defendant appearing by Norma Wheaton, attorney, arguments were presented, and the court being fully advised in the premises finds that plaintiff has prayed for only the sum of Three Thousand Dollars (\$3,000.00) as set out in the prayer, by reason of which the United States District Court is without jurisdiction of this cause.

WHEREFORE, premises considered, it is hereby ordered that this cause be remanded to the jurisdiction of the Court of Common Pleas in and for Tulsa County, State of Oklahoma.

  
Judge

mab

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 Cleet B. Wilhoite, et al, )  
 )  
 Defendants. )

Number 2784 Civil. ✓

*[Handwritten signature]*

BERNARD HOOD  
Clerk U. S. District Court

ORDER OF DISMISSAL

Now, on this 15th day of January, 1951, this matter coming on before the court on application of John S. Athens, Assistant U. S. Attorney for the Northern District of Oklahoma, to dismiss said cause, and the court being advised in the premises and for good cause shown finds that said cause should be dismissed.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that this cause be and the same is hereby dismissed.

and it is so ordered.

*[Handwritten signature]*  
DISTRICT JUDGE.

D. K.  
*[Handwritten signature]*  
John S. Athens  
Assistant U. S. Attorney

UNITED STATES DISTRICT COURT FOR THE EASTERN  
DISTRICT OF OKLAHOMA

Knox Industries Corp.,  
Plaintiff,

v

No 2730

Mitch Adwon, et al.,  
Defendants

D I S M I S S A L

COMES NOW the Plaintiff and Dismisses at its costs  
the above entitled cause with prejudice.

Dated at Enid Oklahoma this 10th day of January 1951

KNOX INDUSTRIES CORP

Plaintiff,

by

*Chas. E. Knox*

Chas. E. Knox, President

In conformity with the motion of plaintiff, the  
above case is dismissed with prejudice, at the cost of  
plaintiff.

Dated this 18th day of January, 1951.

(5) *George H. Savage*

District Judge

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

UNITED STATES OF AMERICA, )  
 )  
 ) Petitioner )  
 )  
 vs. )  
 )  
 823.94 acres of land, more )  
 or less, situate in Osage )  
 County, Oklahoma, and Ewart )  
 Boulanger, et al. )  
 )  
 Respondents )

No. 2726-Civil

FILED  
In Open Court

NOBLE C. HOOD  
Clerk U. S. District Court

J U D G M E N T

Now on this 19th day of January, 1951, this cause comes on to be heard, and the Court having been fully advised in the premises, finds that written contracts introduced in evidence, fix the value of certain tracts, including all damages and interest, as agreed upon by and between the petitioner and the owners of said tracts.

The Court further finds that said agreed values should be confirmed and approved.

The Court further finds that a deposit has been made under the Declaration of Takin filed herein as to said tracts, and that no deficiency exists.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the agreed values be, and the same are hereby, confirmed and approved in all respects by this Court, as to the following tracts and in the following amounts, to-wit:

Tract No. B-31

Agreed Value . . . . .	\$23,450.00
Deposited " . . . . .	\$23,450.00

Tract No. B-29

Agreed Value . . . . .	\$ 1,600.00
Deposited " . . . . .	\$ 1,600.00



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

J. T. HAYWARD and DAN J. GRADY,  
doing business as  
THE MYCALOC COMPANY, a partner-  
ship, 317 First National Bank  
Building, Shreveport, Louisiana;  
and ESME E. HOBANE, 6645 Northhaven  
Road, Dallas, Texas,

Plaintiffs,

vs.

CIVIL ACTION NO. 2745

JOHN T. HAYWARD, 3160 South Madison,  
Tulsa, Oklahoma;  
HAYWARD-WOLFF RESEARCH CORPORATION,  
a corporation of Delaware,  
621 East Fourth Street,  
Tulsa, Oklahoma;  
and  
BAROID SALES DIVISION, NATIONAL  
LEAD COMPANY, a corporation of  
New Jersey, 500 Tulsa Building,  
Tulsa, Oklahoma,

Defendants.

Noted & Filed  
Clerk U. S. District Court

ORDER

Plaintiffs having filed a notice of dismissal under  
FRCP 41(a)(1)(i) as to the defendants, John T. Hayward,  
Hayward-Wolff Research Corporation, Baroid Sales Division,  
National Lead Company; and it appearing that said defendants  
had not served upon plaintiffs an answer or counterclaim in  
this cause prior to the filing of said notice; it is ordered  
that this cause be dismissed as to said defendants without  
prejudice and without costs to either party.

*14 Royce H. Sarge*  
United States District Judge

UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Ebba Alfilda Eriksson,

Defendant.

No. 2744 Civil

SALED  
In Open Court

NORMAN C. HOOD  
Clerk U. S. District Court

O R D E R

This matter coming on for hearing this 15th day of January, 1951, and the United States of America appearing by Whit Y. Maury, United States Attorney for the Northern District of Oklahoma, and the defendant appears not and the court being fully advised in the premises finds that service by publication, pursuant to the Acts of Congress, has been properly obtained; that the defendant was required to answer to the complaint of the United States on or before the 15th day of January, 1951 and that said defendant has filed no pleading and is wholly in default. The court after being fully advised in the premises and after the introduction of evidence finds:

That the defendant, Ebba Alfilda Eriksson, nee Anderson, prior to the 21st day of January, 1935, was a subject and citizen of Sweden; that on the 21st day of January, 1935, in the United States District Court for the Northern District of Oklahoma, the said court having duly found that said petitioner intended to reside permanently in the United States and had in all respects complied with the naturalization laws of the United States of America, the said Ebba Alfilda Eriksson, nee Anderson, was admitted by said court to be a citizen of the United States of America and certificate of citizenship No. 3540519 was executed by the Clerk of said Court on the 21st day of January, 1935, and such certificate is duly introduced in evidence.

The court further finds that said defendant, Ebba Alfilda Eriksson, nee Anderson, within five (5) years after the aforementioned decree of the United States District Court was entered and within five (5) years after the execution of the certificate of citizenship above mentioned, left the United States of America and returned to Sweden, her native country and became a permanent resident of Sweden.

That the last known place of residence of the defendant, Ebba Alfilda Eriksson, nee Anderson, in the United States was 1123 South Norfolk Avenue, Tulsa, Oklahoma, and that she is now residing at Ostermalmsgaten 93, Stockholm, Sweden.

The court further finds that said certificate of naturalization was secured by said Ebba Alfilda Eriksson, nee Anderson, by fraud in that the said Ebba Alfilda Eriksson, nee Anderson, did not intend to remain a citizen and subject of the United States of America and maintain her allegiance to said country when said certificate of naturalization was issued, but that she did within five (5) years thereafter become a permanent resident of Sweden and that pursuant to Section 338 of the Naturalization Act of 1940 the said decree of naturalization should be set aside and said certificate of naturalization No. 3540519 issued to Ebba Alfilda Eriksson, nee Anderson, should be delivered to the Clerk of the United States District Court for the Northern District of Oklahoma and should be canceled and the defendant should be forever restrained and enjoined from claiming any right, privilege, benefit or advantage whatsoever under said certificate of naturalization.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that certificate of naturalization No. 3540519 issued to Ebba Alfilda Eriksson, nee Anderson, on the 21st day of January, 1935, by the Clerk of the United States District Court for the Northern District of Oklahoma, be delivered to the Clerk of the United States District Court for the Northern District of Oklahoma and said certificate be and the same hereby is canceled, set aside, revoked and held for naught and the said defendant be and he hereby is forever restrained and enjoined from claiming any right, privilege, benefit or advantage whatsoever under and by virtue of said certificate of citizenship.

AND IT IS SO ORDERED.

*W. Royce H. Savage*  
\_\_\_\_\_  
JUDGE

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

UNITED STATES OF AMERICA, )  
 ) Plaintiff )  
 vs. ) CIVIL ACTION )  
 ) NO. 2673 )  
 EVELYN TURK, ET AL, )  
 ) Defendants )

FILED  
JAN 20 1951

JOURNAL ENTRY OF JUDGMENT

NOBLE C. HOOD  
Clerk U. S. District Court

Now on this the 9th day of January, 1951, this cause comes on to be heard, having been set for trial in regular order, and the plaintiff appearing through Fred C. Ward, of the Office of Housing Expediter, and defendant, Evelyn Turk, failing to appear, and defendants, Morrie Simons and Florence Simons, appearing in person and through their attorney, R. M. Cowen, and a jury being waived in open court, the court proceeded to trial of the issues in the above entitled action. Whereupon, the plaintiff dismissed this cause of action as to Evelyn Turk, and introduced evidence and testimony of witnesses and rested.

Whereupon the defendants demurred to the evidence of plaintiff and moved the court that this cause of action be dismissed, whereupon the court, in accordance with the findings of fact and conclusions of law herein entered, finds that said motion should be sustained, and that this cause of action be dismissed, and that no cause of action exists on behalf of the plaintiff herein against these defendants for recovery of any sums collected, received or charged more than one year from the date of the filing of the complaint herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this cause be and the same is hereby dismissed, and plaintiff shall take nothing by virtue of its complaint filed herein.

/s/ Royce H. Savage  
JUDGE OF THE DISTRICT COURT OF THE  
UNITED STATES FOR THE NORTHERN DISTRICT  
OF OKLAHOMA

O.K. as to form:  
/s/ Joseph E. Babka  
Attorney for Plaintiff  
/s/ R. M. Cowen  
Attorney for defendant

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

UNITED STATES OF AMERICA,

Petitioner

vs.

823.94 acres of land, more  
or less, situate in Osage  
County, Oklahoma, and Evert  
Boulanger, et al,

Respondents

No. 2726-Civil

FILED

JAN 20 1951

NOBLE C. HOOD  
Clerk U. S. District Court

ORDER FIXING TITLE

Now on this 19th day of January, 1951, this cause came on to be heard, pursuant to due notice given, and the Court having been fully advised in the premises, finds that the fee simple title in and to the lands involved in this proceeding, subject to existing easements for public roads and highways, public utilities, railroads and pipe lines, excepting however, all oil, gas, coal and other minerals owned by the Osage Tribe of Indians pursuant to the Act of Congress approved June 20, 1906 (34 Stat. L. 539) and Acts amendatory thereof and supplementary thereto, was at the time of taking by the petitioner, vested as follows, to-wit:

Tract No. D-31

Part of Lot 1 described as: Beginning at the northeast corner thereof; thence South 954.36', more or less; thence West 1320', more or less; thence North 957.0', more or less; thence East 1320', more or less, to point of beginning. Part of Lot 2 described as: Beginning at the northeast corner thereof; thence South 957.0', more or less; thence West 660', more or less; thence North 330', more or less; thence West 660', more or less; thence North 629.97', more or less; thence East 1320', more or less, to point of beginning. Part of Lot 3 described as: Beginning at the northeast corner thereof; thence South 299.97', more or less; thence West 660', more or less; thence South 660', more or less; thence West 660', more or less; thence North 932.28', more or less; thence East 1320', more or less, to point of beginning, in Section 5, Township 28 North, Range 10 East of the Indian Base and Meridian.

AND

Southwest Quarter of Southwest Quarter of Southeast Quarter of Northwest Quarter ( $SW\frac{1}{4} SW\frac{1}{4} SE\frac{1}{4} NW\frac{1}{4}$ ), and Southwest Quarter of Southwest Quarter of Southeast Quarter of Northeast Quarter ( $SW\frac{1}{4} SW\frac{1}{4} SE\frac{1}{4} NE\frac{1}{4}$ ), and East Half of Northeast Quarter of Southwest Quarter ( $E\frac{1}{2} NE\frac{1}{4} SW\frac{1}{4}$ ), and Southeast Quarter of Southwest Quarter ( $SE\frac{1}{4} SW\frac{1}{4}$ ), and South Half of South Half of Southwest Quarter of Northeast Quarter of Southwest Quarter ( $S\frac{1}{2} S\frac{1}{2} SW\frac{1}{4} NE\frac{1}{4} SW\frac{1}{4}$ ), and West Half of Southeast Quarter ( $W\frac{1}{2} SE\frac{1}{4}$ ), and Southeast Quarter of Southeast Quarter ( $SE\frac{1}{4} SE\frac{1}{4}$ ), and South Half of Northeast Quarter of Southeast Quarter ( $S\frac{1}{2} NE\frac{1}{4} SE\frac{1}{4}$ ), and South Half of North Half of Northeast Quarter of Southeast Quarter ( $S\frac{1}{2} N\frac{1}{2} NE\frac{1}{4} SE\frac{1}{4}$ ), and Northwest Quarter of Northwest Quarter of Northeast Quarter of Southeast Quarter ( $NW\frac{1}{4} NW\frac{1}{4} NE\frac{1}{4} SE\frac{1}{4}$ ), of Section 32, Township 29 North, Range 10 East of the Indian Base and Meridian.

All situate in Osage County, Oklahoma, containing 293.60 acres, more or less.

State venter, in 1910, by the State of Oklahoma, subject to the provisions of the Oklahoma Land Act, 1906, and the Oklahoma Land Act, 1908.

Tract No. E-28

West 26.22 acres of Lot 2, and West Half of Southwest Quarter of Northeast Quarter ( $W\frac{1}{2} SW\frac{1}{4} NE\frac{1}{4}$ ), and Southeast Quarter of Northwest Quarter ( $SE\frac{1}{4} NW\frac{1}{4}$ ), and South Half of South Half of Southwest Quarter of Northwest Quarter ( $S\frac{1}{2} S\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$ ), and Northwest Quarter of Southwest Quarter of Southwest Quarter of Northwest Quarter ( $NW\frac{1}{4} SW\frac{1}{4} SW\frac{1}{4} NW\frac{1}{4}$ ), and West Half of Northeast Quarter of Southwest Quarter of Northeast Quarter ( $W\frac{1}{2} NE\frac{1}{4} SW\frac{1}{4} NE\frac{1}{4}$ ) of Section 16, Township 29 North, Range 10 East of the Indian Base and Meridian, situate in Osage County, Oklahoma, containing 103.72 acres, more or less.

State venter, in 1910, by the State of Oklahoma, subject to the provisions of the Oklahoma Land Act, 1906, and the Oklahoma Land Act, 1908.

Tract No. E-29

Northwest Quarter of Northeast Quarter of Southeast Quarter ( $NW\frac{1}{4} NE\frac{1}{4} SE\frac{1}{4}$ ), and North Half of Northwest Quarter of Southeast Quarter ( $N\frac{1}{2} NW\frac{1}{4} SE\frac{1}{4}$ ), and Southwest Quarter of Northwest Quarter of Southeast Quarter ( $SW\frac{1}{4} NW\frac{1}{4} SE\frac{1}{4}$ ), and North Half of Southeast Quarter of Northwest Quarter of Southeast Quarter ( $N\frac{1}{2} SE\frac{1}{4} NW\frac{1}{4} SE\frac{1}{4}$ ), and Southwest Quarter of Southwest Quarter of Northwest Quarter of Southeast Quarter ( $SW\frac{1}{4} SE\frac{1}{4} NW\frac{1}{4} SE\frac{1}{4}$ ) of Section 16, Township 29 North, Range 10 East of the Indian Base and Meridian, situate in Osage County, Oklahoma, containing 47.50 acres, more or less.

State venter, in 1910, by the State of Oklahoma, subject to the provisions of the Oklahoma Land Act, 1906, and the Oklahoma Land Act, 1908.

Tract No. F-1

Lot 6, and Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ), and North Half of Southeast Quarter (N $\frac{1}{2}$  SE $\frac{1}{4}$ ), and Northwest Quarter of Northwest Quarter of Southeast Quarter of Southwest Quarter (NW $\frac{1}{4}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$ ), and Northeast Quarter of Southwest Quarter of Southeast Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 18, Township 29 North, Range 10 East of the Indian Base and Meridian, situate in Osage County, Oklahoma, containing 171.60 acres, more or less.

Title vested in Myrtle Parker, life estate; and Belle Pappin, Jules C. Pappin, Thomas Edward Pappin, Fennie Opal Parker, J. H. Parker, Katharine Parker, Leaton Eugene Parker, Ruth Parker Mary Parker Root, Harold H. Root, Fitz Joe Parker and Beva Parker, remaindermen; and Fred H. Crum (respective interests to be later determined)

Tract No. F-2

North Half of North Half of Northwest Quarter of Southeast Quarter (N $\frac{1}{2}$  N $\frac{1}{2}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 13, Township 29 North, Range 9 East of the Indian Base and Meridian, situate in Osage County, Oklahoma, containing 10.00 acres, more or less.

Title vested in Donald L. Stuart, Executor of the Estate of Charles F. Stuart, deceased - 7/9; in Genusa Hutchinson - 1/9; and in Carlos H. Hutchinson - 1/9

Tract No. F-11

Part of the Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) described as: Beginning at the northwest corner of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ); thence East 990', more or less; thence southwesterly on a straight line to a point on the West line of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ), said point being 1320', more or less, south of the point of beginning; thence North 1320', more or less, to point of beginning, in Section 13, Township 29 North, Range 9 East of the Indian Base and Meridian, situate in Osage County, Oklahoma, containing 15.00 acres, more or less.

Title vested in Guy S. Feaster and Vephyr Loretta Feaster

Tract No. F-19

Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$  NW $\frac{1}{4}$ ), and East Half of Southwest Quarter of Northwest Quarter (E $\frac{1}{2}$  SW $\frac{1}{4}$  NW $\frac{1}{4}$ ), and East Half of West Half of Southwest Quarter of Northwest Quarter (E $\frac{1}{2}$  W $\frac{1}{2}$  SW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 13, Township 29 North, Range 10 East of the Indian Base and Meridian, situate in Osage County, Oklahoma, containing 70.00 acres, more or less.

Title in SW $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 13 in Veva Conness, life tenant and Geneva Llewellyn and Mary Ann Stotzer, remaindermen; and E $\frac{1}{2}$  SW $\frac{1}{4}$  NW $\frac{1}{4}$  and E $\frac{1}{2}$  W $\frac{1}{2}$  SW $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 13 in Veva Conness and Cora Lee; all of which is subject to tenancy rights of Jasper Albright

Tract No. F-21

Lot 4 of Section 13; AND Lot 3, and the Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 14, all in Township 29 North, Range 9 East of the Indian Base and Meridian, situate in Osage County, Oklahoma, containing 112.62 acres, more or less.

Title vested in Cora Lee, life estate and Veva Saxon Lubbell and Harry H. Saxon, remaindermen, subject to tenancy rights of Jasper Albright

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the title to the above described real estate and estates therein taken by these proceedings was, at the time of taking by the petitioner herein, vested in the persons hereinabove set out, and said persons are entitled to receive just compensation for the taking of said lands in these proceedings. Such right to receive the just compensation is subject to the paramount lien and payment of any and all taxes due, assessable and payable, of whatever nature.

*W. J. ...*  
\_\_\_\_\_  
JUDGE

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

UNITED STATES OF AMERICA, Petitioner

-vs-

625.94 acres of land, more or less, situate in Orange County, Virginia, and West Virginia, et al,

Respondents

No. 2720-Civil

FILED

JAN 20 1951

NOBLE C. HOOD  
 Clerk U. S. District Court

JUDGMENT

Now on this 19th day of January, 1951, this matter comes on to be heard, and the Court, being fully advised in the premises, finds that an option introduced in evidence in open Court and agreements made and entered into in open Court fix the value of Tract No. F-1 involved herein as agreed upon by and between the respondent owners of said tract and the petitioner herein, and that said agreed value and option should be confirmed and approved in every respect by this Court.

The Court further finds that a deposit was made under a Declaration of Taking filed herein and that no deficiency exists as to said tract No. F-1

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said option and agreed value be, and the same is hereby, confirmed and approved in every respect by this Court as to Tract No. F-1 involved herein and in the following amount, to-wit: \$16,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said amount is final in all respects as to the sale, cash, market value of said tract, including interest and all charges of whatsoever nature. The Declaration of Taking heretofore entered is hereby reaffirmed.

UNITED STATES OF AMERICA, Petitioner

Justice  
 Trial Attorney-in-Chief, Justice

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

BETTY JOE SMITH )  
 )  
 Plaintiff )  
 vs. ) No. 2737 Civil  
 L. C. SINOR )  
 )  
 Defendant )

ORDER OF REMAND

HUBERT L. BROWN  
Clerk U. S. District Court

On this 26th day of January, 1951, it was made to appear to the Court by stipulation of counsel that the defendant, L. C. Sinor, was a resident of the State of Oklahoma at the time this cause was filed in the District Court of Tulsa County, Oklahoma; that counsel for the defendant proceeded with the removal of the cause in the belief that the defendant was a resident of California; that subsequent investigation, however, has disclosed that the defendant was in fact a resident of Oklahoma.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED this this Court is without jurisdiction and the cause is remanded to the District Court of Tulsa County, Oklahoma.

*J. A. Sharp*  
Joseph A. Sharp

*Royce H. Savage*  
United States District  
Judge

IN THE UNITED STATES COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

A. R. RINGO,

Plaintiff,

-vs-

)

No. 2678

EDWARD C. LOVETT and EDWARD C. LOVETT, JR.,  
Executors of the Estate of David Hale  
Lovett, Deceased, and ISHAM HARDWARE  
COMPANY, a corporation,

Defendants.

D E C R E E

W. J. BOOD  
Clerk of the District Court

In accordance with the findings of fact and conclusions  
of law filed by the court in this cause,

IT IS ORDERED, ADJUDGED AND DECREED that this cause  
be dismissed and judgment be rendered for the defendants.

Dated this 31 day of January, 1951.

Royce H. Savage  
United States District Judge

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

UNITED STATES OF AMERICA,	)	
	)	
Petitioner	)	
	)	
vs.	)	No. 2679-Civil
	)	
682.50 acres of land, more or	)	
less, situate in Creek County,	)	
Oklahoma, and Oleva Marleen	)	
Bakhaus, et al,	)	
	)	
Respondents	)	

FILED  
JAN 25 1951

NOBLE C. HOOD  
Clerk U. S. District Court

JUDGMENT CONFIRMING COMMISSIONERS'  
AWARDS AS TO CERTAIN TRACTS

Now on this 24th day of January, 1951, this matter comes on to be heard, pursuant to application of the petitioner herein for confirmation of the commissioners' awards as to certain tracts involved in this proceeding, and the Court, being fully advised, finds that more than sixty days have elapsed since the commissioners filed their report herein, and that all demands for jury trial have been dismissed as to said hereinafter set out tracts of land, and that said commissioners' awards should be confirmed and approved in every respect by this Court as to said tracts.

The Court further finds that a deposit was made under a Declaration of Takin filed herein, and that deficiencies exist as to said tracts, all as set out hereinafter.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said commissioners' report and awards be, and the same are hereby, confirmed and approved in every respect by this Court as to the following tracts of land involved in this proceeding, and in the following amounts, to-wit:

<u>Tract No. B-25</u>		
Commissioners' award . . . . .		\$ 50.00
Deposited . . . . .		\$ 50.00
<u>Tract No. B-41</u>		
Commissioners' award . . . . .		\$7,300.00
Deposited . . . . .		\$7,300.00

Tract No. B-50

Commissioners' award . . . . . \$250.00  
Deposited . . . . . \$250.00

Tract No. B-61

Commissioners' award . . . . . \$400.00  
Deposited . . . . . \$300.00  
Deficiency . . . . . \$100.00

Tract No. B-71

Commissioners' award . . . . . \$2,700.00  
Deposited . . . . . \$2,700.00

Tract No. B-91

Commissioners' award . . . . . \$2,750.00  
Deposited . . . . . 2,600.00  
Deficiency . . . . . \$ 150.00

Tract No. B-96

Commissioners' award . . . . . \$ 100.00  
Deposited . . . . . \$ 50.00  
Deficiency . . . . . \$ 50.00

Tract No. B-105

Commissioners' award . . . . . \$ 75.00  
Deficiency . . . . . \$ 75.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said amounts are final in all respects as to the fair, cash, market value of said tracts of land, including interest and all damages of whatsoever nature. The Judgment on the Declaration of Taking heretofore entered herein is hereby reaffirmed.

IT IS FURTHER ORDERED AND DECREED that the petitioner herein, the United States of America, deposit the sum of Three Hundred Dollars (\$300.00) into the Registry of this Court to cover the deficiencies set out hereinabove as to Tracts B-61, B-91, and B-96.

Royce H. Savage  
JUDGE

D. C.  
UNITED STATES OF AMERICA, Petitioner  
By Curtis P. Harris  
Trial Attorney, Department of  
Justice

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

RONALD L. ELLIOTT, by and through	)	
Richard L. Elliott, his father,	)	
next friend, parent and natural	)	
guardian,	)	
	)	No. 2721-Civil
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
FRANK EGLES,	)	
	)	
Defendant.	)	

JOURNAL ENTRY OF JUDGMENT

FEB 1 1951  
Clerk of District Court

This cause came on to be heard on this 31 day of Jan, 1951, being set specially; plaintiff appearing in person and by his father and next friend, Richard L. Elliott, and by his attorney, Al Commons; defendant appearing by his attorneys Truman P. Lucker and H. W. Tabor; and both parties announcing ready for trial and a jury being waived, evidence was introduced, and the court being fully advised upon consideration finds that the plaintiff has sustained the allegations of his petition and assesses judgment in the sum of \$3,000.00.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the court that the plaintiff have and recover of said defendant the sum of \$3,000.00, and for his costs herein expended.

Royce H. Savage  
District Judge

City of ...

Plaintiff,

vs. ...

It is hereby ...

Defendant.

...

... January 31, ...

... future ...

Royce H. Savage

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

UNITED STATES for use of  
CHAPMAN VALVE MANUFACTURING COMPANY,  
a corporation,

Plaintiff,

vs.

ZSCHACH CONSTRUCTION COMPANY, et al,

Defendants.

MOORE C. HOOD  
No. 2680-014 D. District Court

JOURNAL ENTRY OF JUDGMENT

This matter coming on for hearing before Honorable Royce Savage, Judge of the District Court, January 11, 1951 pursuant to regular assignment The Intervener, Lytle-Stewart Machinery Company, Inc., appeared by its attorneys, Spiers and Bozovitz; the defendants, Pool Construction Company, Western Casualty & Surety Company, North American Casualty & Surety Reinsurance Corporation, and Excess Insurance Company of America, appeared by their attorneys, Looney, Watts, Ross, Looney & Smith; the defendant, Zschach Construction Company, appeared by its attorney, Remington Rogers.

All parties announcing ready, the cause came on to be heard and the intervener thereupon introduced in evidence its statement of account, together with the copy of the notice sent to Pool Construction Company, and the Court finds that said statement of account is correct in that the Zschach Construction Company is indebted for the rental on the use of a machine that was used and operated in, on and under the project herein involved and that due and timely notice was given to the prime contractor, to-wit: Pool Construction Company, and that there is due to the intervener the sum of Three Hundred and forty Dollars (\$340.00), with interest thereon at the rate of 6% per annum from October 29, 1949 until paid.

The Court further finds that intervener has satisfied the requirements of the Intangible laws of the State of Oklahoma.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by this Court that the Intervener, Lytle-Stewart Machinery Company, a corporation, do have and recover judgment against Zschach Construction Company, Pool Construction Company, Western Casualty & Surety Company,

North American Casualty & Surety Reinsurance Corporation and  
Excess Insurance Company of America, in the sum of Three Hundred  
Forty Dollars (\$340.00), with interest thereon at 6% per annum  
from October 29, 1949 until paid.

/s/ Royce H. Savage  
U. S. DISTRICT JUDGE

O.K. /s/ Spiers & Bodovitz  
Attorneys for Intervener

O.K. Kea Looney /s/  
Attorney for Pool Const. Co.  
Western Casualty & Surety Co.  
North American Casualty & Surety  
Reinsurance Corp., and Excess  
Insurance Company of America.

O.K.  
Attorney for Zachach Const. Co.

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

THOMAS BARBLE,

Plaintiff

-vs-

JAMES E. APPLE,

Defendant.

NO. 2709-Civil

1951

1951

JOURNAL ENTRY OF JUDGMENT

NOBLE C. HOOK  
Clerk U. S. District Court

NOW on this 30th day of January, 1951, this cause comes on for hearing on Pretrial before the undersigned, United States District Judge, within and for the Northern District of Oklahoma, plaintiff appearing by Lawrence Elmer, one of his attorneys, and the defendant, James E. Apple, appearing by Green, Farmer & Woolsey, his attorneys, and the Court heard statement of counsel as to the issues, the facts and evidence in said cause and set said cause for trial on the 6th day of February, 1951, at Tulsa, and, thereafter, both parties, through their attorneys, announced to the Court that the parties have agreed upon an accord and satisfaction in said cause, wherein the defendant offers to confess judgment for the sum of One Thousand, Two Hundred Fifty (\$1,250) Dollars and the costs of this action, and the plaintiff, through his attorneys, agreed to accept said sum and both parties thereupon requested the Court to enter a judgment in the sum of One Thousand, Two Hundred Fifty (\$1,250) Dollars and the costs of this action.

DONE and DATED this 3rd day of February, 1951.

W. R. Wallace  
Judge

APPROVED:

C. Lawrence Elder

Harry Teaton  
Attorneys for Plaintiff

GREEN, FARMER & WOOLSEY

BY Robert J. Woolsey  
Attorneys for Defendant



That the Indian Lands herein described join lands owned in fee simple by the defendant and the last three described tracts of land are not separated from the defendant's fee simple owned lands by any partition fences, and the defendant's use of said lands has been with the full consent of the individual Indian owners, but without the approval of the Secretary of the Interior.

IT IS FURTHER CONSIDERED, ORDERED AND DECIDED that from and after December 31, 1951, the said defendant, Tom Gilbert, his agents, assigns, and all persons claiming under him, so long as said lands are inalienable without the consent of the Secretary of the Interior, be, and they are hereby, perpetually enjoined from opposing, obstructing or otherwise interfering with the Secretary of the Interior and his authorized agent, the Area Director, in his supervision, control, management and possession of the hereinafter described lands, to-wit:

The Southeast quarter (SE $\frac{1}{4}$ ) of Section 8, Township 22 North, Range 3 East, Pawnee County, Oklahoma, being part of the allotment of Corbett White, Ctoe Allottee Number 228;

The Northwest quarter of the Southwest quarter and the Northeast quarter of the Southwest quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$  & NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 8, Township 22 North, Range 3 East, Pawnee County, Oklahoma, being part of the allotment of Katie E. Barnes, Ctoe Allottee Number 30;

The East Half of the Northwest quarter and the Northwest quarter of the Northwest quarter (E $\frac{1}{2}$  NW $\frac{1}{4}$  & NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 8, Township 22 North, Range 3 East, Pawnee County, Oklahoma, being part of the allotment of Mary E. Barnes, Ctoe Allottee Number 32; and

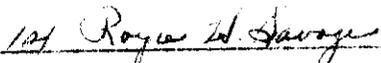
The Southeast quarter of the Southeast quarter and the West Half of the Southeast quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$  & W $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section 17, Township 22 North, Range 3 East, Pawnee County, Oklahoma, being part of the allotment of Sophia E. H. Neelman, Ctoe Allottee Number 97;

and any and all other restricted Indian lands subject to the supervision and control of the Secretary of the Interior and his authorized agent, the Area Director.

Provided, however, that nothing in this order shall be construed as to prohibit the said Tom Gilbert from occupying or using any Indian lands under the terms of any written lease duly approved by the Secretary of the Interior or his authorized agent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's claim for money judgment be denied.

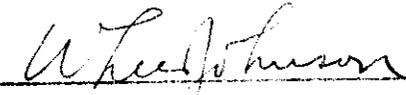
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff do have and recover of and from the defendant all of the costs of this action, for which let execution issue.

  
United States District Judge.

APPROVED:

  
Whit Y. Maury,  
United States District Attorney

  
John W. McCune, Assistant  
United States District Attorney  
Attorneys for the Plaintiff.

  
W. Lee Johnson,  
Attorney for the defendant.

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

Reconstruction Finance Corporation, )  
a corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Lesher Concrete Material Company, )  
a corporation, Board of County Com- )  
missioners of Washington County, )  
Oklahoma; and County Treasurer of )  
Washington County, Oklahoma, )  
 )  
Defendants. )

2607-Civil

ROBERT C. HOOD  
Clerk U. S. District Court

ORDER CONFIRMING SALE

Now on this 9th day of January, 1951, upon hearing of the

motion of the plaintiff to confirm the sale of the real estate and personal property made by the United States Marshal for the Northern District of Oklahoma, as shown by his return of sale filed the 6th day of Feb., 1951, report-  
int the sale made on January 10, 1951, to the plaintiff, Reconstruction Finance Corporation, under the Special Execution and Order of Sale issued out of this Court on the 15th day of November, 1950, ordering the sale of the following described real estate situated in Washington County, Oklahoma, to-wit:

West 149.9 feet of Lot 1 and all of Lots 2 and 3 of Block 8, Arlington Addition to the City of Bartlesville, Oklahoma, according to the recorded plat thereof;

and the personal property described in said Return of Sale.

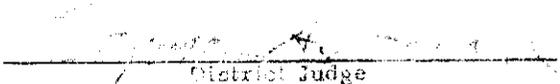
The Court, having fully and carefully examined the proceedings of of the Marshal under the said Special Execution and Order of Sale, is satisfied that the same has been performed in all respects in conformity to law; that the said real estate was duly appraised by appraisers appointed by the said Marshal; that due and legal notice of the said sale was given by publication, as required by law; and that on the date fixed therein, to-wit: January 10, 1951, at 2:00 o'clock P. M., the above described real estate was sold to plaintiff for \$8000.00,

and the personal property described in said Return of Sale was sold to Clinton Beard for \$2500.00, that the plaintiff, Reconstruction Finance Corporation, was the highest and best bidder for the real property, and Clinton Beard was the highest and best bidder for the personal property; and the Clerk is accordingly directed to make an entry on the Journal of this Court that the Court is satisfied with the legality of said sale.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED  
BY THE COURT:

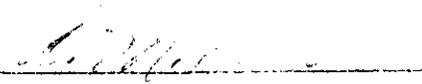
1. That said sale and the said proceedings be, and the same are hereby in all things approved and confirmed.
2. That Virgil B. Stanley, United States Marshal for the Northern District of Oklahoma, make, execute, and deliver to the Reconstruction Finance Corporation, a good and sufficient deed for the above described real estate, and a good and sufficient Bill of Sale to Clinton Beard covering the personal property so sold.
3. That the said Reconstruction Finance Corporation, the purchaser of the said real estate, be immediately let into possession of the said real property, and that Clinton Beard be immediately given possession of the personal property so sold.

Dated this 4th day of July, 1931.

  
District Judge

APPROVED:

KERR, CATLETT, LAMBERT & CONN

By 

Attorneys for Plaintiff

UNITED STATES OF AMERICA, ss:

THE PRESIDENT OF THE UNITED STATES OF AMERICA

(Civil No. 2144)  
RECORDED IN FILE NO. 2144  
Clerk W. G. [unclear]

TO THE HONORABLE THE JUDGES OF THE DISTRICT  
COURT OF THE UNITED STATES FOR THE NORTHERN  
DISTRICT OF OKLAHOMA

(DEAL)

GREETING:

Whereas, lately in the District Court of the United States for the Northern District of Oklahoma, before you, or some of you in a cause between Rhoda Fife nee Sampson, Roll No. 2177, etc., et al., plaintiffs, and W. L. Connelly et al., defendants, United States of America, intervenor, No. 2144, Civil, the judgment of the said district court in said cause, entered on November 21, 1949, was in the following words, viz:

\* \* \* \* \*

"IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED, BY THE COURT, that said motion of defendants H. G. Barnard, V. V. Harris, C. B. Hyde, F. P. Swan, M. P. Mathis, Fannie C. Holman, N. B. Feggin, Bar Don Oil Company, Beulah Boxley, G. R. Eckles as Administrator of the Estate of John D. Boxley, deceased, Villard Martin as Trustee for Kathryn Cornell Maxey, Margaret May Hammons, Executrix of the Estate of J. B. Hammons, deceased, W. T. Anglin, Alfred Stevenson, Anglin & Stevenson, a co-partnership composed of W. T. Anglin and Alfred Stevenson, Roley Buck and Pearlle Buck for summary judgment against the plaintiffs, the motion of the defendant The Atlantic Refining Company for summary judgment against the plaintiffs, and the motion of defendants Sinclair Oil & Gas Company and Arch H. Hyden, Administrator with will annexed of the Estate of Sarah C. Getty, deceased, for summary judgment against the plaintiffs are each of them sustained and it is adjudged and decreed that said plaintiffs take nothing against said defendants, or any of them; that all claims asserted by plaintiffs against said defendants are hereby dismissed, and that said defendants have judgment for their costs herein expended; and the Court expressly directs the Clerk to enter judgment as aforesaid against the plaintiffs herein."

as by the inspection of the transcript of the record of the said District Court, which was brought into the United States Court of Appeals, Tenth Circuit, by virtue of an appeal by Rhoda Fife nee Sampson, Roll No. 2177, on the final roll of Creek Indians by blood, and Winey Hansy, enrolled as Winey Johnston, restricted Creek Indian on New Born Creek Roll of Indians by blood opposite No. 690, and Johnson Jackson, Silas Spencer, Judas Spencer, Sandy Spencer, and Lillie Mae Spencer, all restricted Creek Indians by blood born after the closing of the rolls on March 4, 1907, agreeably to the Act of Congress, in such case made and provided, fully and at large appears:

AND WHEREAS, at the November Term, in the year of our Lord one thousand nine hundred and fifty, the said cause came on to be heard before the said United States Court of Appeals, on the transcript of the record from the said district court and was argued by counsel.

On consideration whereof, it is now here ordered and adjudged by this court that the judgment of the said district court in this cause be and the same is hereby affirmed.

--January 2, 1951.

You, therefore, are commanded that such proceedings be had in said cause, as according to right and justice, and the laws of the United States, right to be had, the said appeal notwithstanding.

WITNESS, the Honorable FRED M. VINSON, Chief Justice of the United States, the 7th day of February, in the year of our Lord one thousand nine hundred and fifty-one.

/s/ Robert B. Cartwright  
Clerk of the United States Court of Appeals,  
Tenth Circuit

(Civil No. 2184)

UNITED STATES COURT OF APPEALS  
TENTH CIRCUIT  
November Term, 1950

Rhoda Fife, nee Sampson, etc., et al.,  
Appellants  
vs.

H. G. Barnard et al.,  
Appellees

K A N D A T E

Filed February 9, 1951  
Noble C. Hood, Clerk  
U. S. District Court

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

THE TEXAS-EMPIRE PIPE LINE  
COMPANY, a corporation,

Plaintiff,

vs.

Civil No. 2749

LEE MILLIGAN and SOUTHWESTERN  
BELL TELEPHONE COMPANY, a  
corporation,

Defendants.

ORDER OF DISMISSAL

This cause came on for hearing this \_\_\_\_\_ day of February, 1951, on the Motion of the plaintiff to dismiss its action herein with prejudice, and upon the motion of the defendant, Southwestern Bell Telephone Company, to dismiss its counterclaim or cross-claim herein against the defendant Lee Milligan; and all parties consenting thereto, it is by the Court ordered, adjudged and decreed that the plaintiff's said action be and it is dismissed with prejudice to the institution of a new action, and that said counterclaim or cross-claim of the defendant Southwestern Bell Telephone Company be and it is dismissed; it is further ordered that the court costs herein be assessed against the plaintiff.

Judge of United States District Court

Approved, and receipt acknowledged by each of the undersigned of a copy of the above order:

*Signed* G. W. WRIGHT

Attorney for Plaintiff, The  
Texas-Empire Pipe Line Company

*James C. ...*  
Attorney for Defendant, Lee  
Milligan

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

BETTY JOE SMITH )  
Plaintiff )  
vs. ) No. 2737 Civil  
L. C. SINOR )  
Defendant )

NOBLE C. HOOD  
Clerk U. S. District Court

AMENDED ORDER OF REMAND

On January 26, 1951, an order was entered by the Court in this cause, pursuant to a determination that the court was without jurisdiction, that the cause be remanded to the District Court of Tulsa County, Oklahoma. The order should have provided that the cause be remanded to the Court of Common Pleas of Tulsa County, Oklahoma, from which court the case had been removed.

IT IS THEREFORE ORDERED by the Court that the cause be remanded to the Court of Common Pleas of Tulsa County, Oklahoma.

DATED this 9th day of February, 1951.

Royce H. Savage  
United States District Judge

U. S. DISTRICT COURT OF THE DISTRICT OF OREGON  
 PORTLAND, OREGON

W. H. ... Petitioner

-vs-

... Respondents

No. 1000-Civil

FILED

FEB 11 1911

NOBLE C. HOOD  
 Clerk U. S. District Court

ORDER OF THE COURT

Now on this 12th day of February, 1911, the petitioner, the United States of America, applies for an order nunc pro tunc and it appears that through clerical error and mistake that the judgment or declaration of taking and other proceedings filed herein as to Tract No. P-19 designated and described the lands under said tract as being in Range 10 while in truth and in fact, said land was situated in Range 9.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Judgment or Declaration of Taking and other proceedings filed herein is hereby corrected in that in all of said proceedings and in fact, tract No. P-19 shall read, as follows, to-wit:

Tract No. P-19

Southwest quarter of Northwest quarter (1/4 1/4 1/4), and West half of Southwest quarter of Northwest quarter (1/2 1/4 1/4), and West half of West half of Northwest quarter of Northwest quarter (1/2 1/4 1/4 1/4) of Section 13, Township 39 North, Range 9 East of the Meridian and Principal Meridian in Clatsop County, Oregon, or therein 70.00 acres, more or less.

*[Signature]*  
 \_\_\_\_\_  
 CLERK

UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

One 1949 One-half Ton Dodge Truck, Motor  
Number 1172-25067; Otis A. Gaylord, of  
Collinsville, Oklahoma; and The Herring  
Motor Co., of Skistook, Oklahoma,

Claimants.

No. 2782 Civil

FILED

JAN 24 1951

NORMAN C. HOOD  
Clerk U. S. District Court

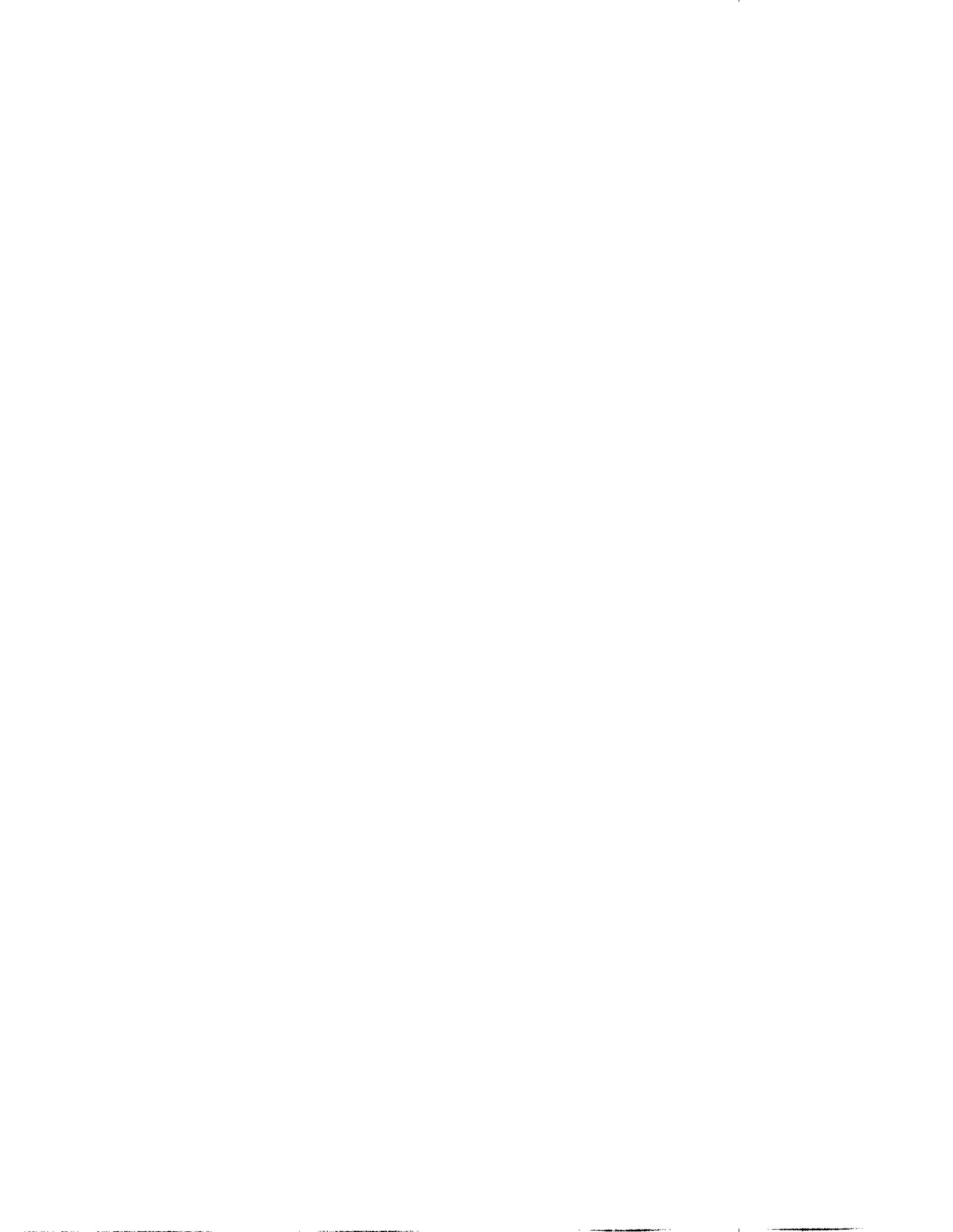
FINDINGS OF FACT AND CONCLUSIONS OF LAW AND  
JOURNAL ENTRY OF JUDGMENT

NOW, on this 24th day of January, 1951, this cause having come on before the court pursuant to regular assignment for trial, the libelant appearing by Whit F. Meusy, United States Attorney, and Robert Brown, Assistant United States Attorney, for the Northern District of Oklahoma, and the above-described 1949 One-half Ton Dodge Truck, Motor No. 1172-25067, having been seized heretofore by the United States Marshal for the Northern District of Oklahoma under monition issued by this court and the claimant, Otis A. Gaylord, having been duly served with summons, made no appearance in said action and the claimant, The Herring Motor Co., of Skistook, Oklahoma, having heretofore entered its appearance and filed an answer in said action, by and through its attorney, Ed Brewer, the court proceeded to trial and makes the following findings of fact:

FINDINGS OF FACT

I.

The court finds that the claimant, Otis A. Gaylord, hauled and transported eighteen (18) gallons of nontaxpaid distilled spirits in the above described 1949 One-half Ton Dodge Truck, Motor No. 1172-25067, as alleged in the Libel of Information, and that such nontaxpaid whiskey was hauled and transported in violation of the Internal Revenue Laws of the United States of America.



II.

The court further finds that the claimant, The Herring Motor Co., of Skiatook, Oklahoma, had a valid and subsisting lien on said truck by virtue of a conditional sales agreement and that there remains unpaid on said conditional sales agreement a sum in the amount of \$561.92.

III.

The court further finds that the claimant, The Herring Motor Co., was a seller in good faith and that prior to the making of said sales agreement said claimant had made inquiry of the Sheriff of Tulsa County, Oklahoma, respecting the reputation of Otis A. Gaylord, pursuant to which inquiry the Herring Motor Co., had been advised that Otis A. Gaylord had no record or reputation of having been connected with violations respecting the liquor business.

IV.

The court finds that the Administrator of General Services of the United States Government has filed herein its application to the court to order delivery of the above-described truck to the District Supervisor, Alcohol Tax Unit, Bureau of Internal Revenue, Treasury Department, Kansas City, Missouri, pursuant to Title III, Section 304, of the Liquor Law Repeal and Enforcement Act, 49 Stat. 880 (U.S.C. Title 40, Section 304(1)), and the Federal Property and Administration Service Act of 1949, 63 Stat. 377 (41 U.S.C. Suppl. III, 201) as amended.

The court, being fully advised in the premises and upon consideration thereof, makes the following Conclusions of Law:

CONCLUSIONS OF LAW

I.

That the said truck should be forfeited as to any right, title or interest of the claimant, Otis A. Gaylord.

II.

The court concludes as a matter of law that the claimant, The Herring Motor Co., has a valid and subsisting lien in the amount of \$561.92 and the forfeiture should be mitigated by this amount in favor of the Herring Motor Co.

JUDGMENT

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the court that the 1949 One-half Ton Dodge Truck, Motor No. T172-25067, be and the same is hereby ordered forfeited to the United States, provided, however, that said forfeiture is mitigated in favor of the claimant, The Herring Motor Co., of Skiatook, Oklahoma, for a sum in the amount of Five Hundred Sixty One Dollars and Ninety-two Cents (\$561.92), and provided further, that the Treasury Department of the United States, acting by and through the District Supervisor of the Alcohol Tax Unit, shall have the option to pay the claimant, The Herring Motor Co., the amount of \$561.92 and retain the possession and ownership of the truck, or the truck shall be forthwith sold by the United States Marshal for the Northern District of Oklahoma in the manner provided by law, and upon said sale the proceeds thereof shall be applied, first, to the payment of the costs of the seizure herein, including court costs and storage; second, toward payment of the lien of The Herring Motor Co., of Skiatook, Oklahoma, in the amount of \$561.92, and third, any proceeds above payments of the first and second items shall be turned to the United States in the manner provided by law.

IT IS FURTHER ORDERED BY THE COURT that in the event the District Supervisor of the Alcohol Tax Unit should elect to pay the lien of The Herring Motor Co., of Skiatook, Oklahoma, and keep the truck, the truck shall be delivered to the order of the District Supervisor of the Alcohol Tax Unit, Bureau of Internal Revenue, Treasury Department, Kansas City, Missouri.

*Hobart...*  
*Dist. Missouri*

*W. S. P. ...*  
*attorney for ...*

*Francis H. Savage*  
\_\_\_\_\_  
JUDGE

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

Century Geophysical Corporation, a corporation,	)		
	(		
	)	Plaintiff	
vs	(		No. 2739
	)		(Civil)
M. E. MORROW,	(		
	)	Defendant	

ORDER SUSTAINING MOTION TO DISMISS  
NOBLE C. HOOD  
Clerk U. S. District Court

Now, on this 9th day of February, 1951, there came on for hearing plaintiff's motion to amend its complaint and defendant's motion to dismiss, plaintiff being present by its attorneys, John E. Carlson, and Thomas M. Finney, and defendant being present by his attorneys, John M. Wheeler and John Wheeler, Jr., and the court having read the briefs filed by each party and having heard the argument of counsel and upon consideration thereof finds that plaintiff's motion for permission to amend its complaint should be granted, and that plaintiff be given leave to file amended complaint in accordance therewith, and that defendant's motion to dismiss directed to the complaint as amended should be sustained.

The court further finds that plaintiff corporation is a resident of the State of Delaware and that defendant is a resident of Oklahoma, and that one Opie Dimmick, who is not a party to this action, is a resident of Oklahoma.

The court further finds that Opie Dimmick cannot be made a party herein without destroying diversity of citizenship and ousting this court of jurisdiction.

The court finds that a declaratory judgment herein would not be effective in settling and terminating the controversy in the absence of Opie Dimmick as a party.

#3

The court further finds that should it, upon trial, decide the issues on the merits in favor of plaintiff it could frame a proper decree, but, on the other hand, should the court find the issues on the merits in favor of the defendant, it could not frame an effectual decree to settle the controversy and that it would therefore be inequitable for the court to retain jurisdiction of this cause.

The court, therefore finds, without deciding whether Opie Dimmick is an indispensable party, that the court should exercise its discretion herein and decline to accept jurisdiction of this cause.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff's motion to amend complaint be and is hereby sustained and plaintiff is hereby granted leave to file amended complaint in accordance therewith.

It is further ordered, adjudged and decreed that defendant's motion to dismiss directed to said complaint as amended be and the same is hereby sustained, and this action is hereby dismissed.

*Royce H. Savage*  
UNITED STATES DISTRICT JUDGE

OK as to form:

*John S. Carlson*  
\_\_\_\_\_  
*Thomas M. Finney*  
Attorneys for Plaintiff  
*John M. Wheeler*  
\_\_\_\_\_  
*John Wheeler Jr.*  
Attorneys for Defendant

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA  
DEPARTMENT OF JUSTICE

James J. Brown

Plaintiff,

vs.

No. 7741

James J. Brown

Defendant.

Case No. 7741

U.S. DISTRICT COURT  
District of Columbia

On this 13<sup>th</sup> day of January, 1941, this cause comes on for hearing on the motion of the plaintiff to dismiss said cause on the grounds, and the court is of the opinion that dismissal should be granted.

It is so ordered that the cause be dismissed with the costs and disbursements to be paid by the plaintiff to the defendant.

12 Royce H. Savage  
Attorney for Defendant

BY

U.S. DISTRICT JUDGE

12 Genevieve B. Klein  
Attorney for Plaintiff

HUGHES, JUDGE

LOONEY, WATTS, ROSS, & O'NEILL

12 Ned Looney  
Attorneys for Defendant

IN SENATE, FEBRUARY 11, 1931.  
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE.

State of Oklahoma, )  
County of Tulsa, )  
vs. )  
Commercial Aircraft, Inc., )  
a corporation, )  
and )  
Commercial Aircraft, Inc., )  
a corporation, )  
vs. )  
State of Oklahoma, )  
County of Tulsa, )

BEFORE ME, ROBERT C. BOGGS,  
County Clerk of Tulsa County,

GRANT OF JUDICIAL NOTICE

That on this 5th day of February, 1931, this cause was heard, regularly set, came on for trial. The plaintiff was present by A. J. Farrell, its president, and its attorney, and H. B. Cohen. Commercial Aircraft, Inc., was represented by A. J. Farrell, its president, and H. B. Cohen, its attorney. A. J. Farrell was present in person and by his attorney, H. B. Cohen and H. C. Williams. H. B. Cohen was present in person.

The parties having appeared ready for trial and having advised the court judgment should be entered pursuant to stipulation of the parties, and the court having heard evidence, the court being fully advised in this behalf finds that the Central Aviation Co., hereinafter as a foreign corporation or person after the laws of the State of Kansas, with its principal place of business at Topeka, Kansas; that Commercial Aircraft, Inc., is an Oklahoma corporation with its principal place of business at Tulsa, Oklahoma; that A. J. Farrell and H. B. Cohen are residents of Tulsa, Tulsa County, Oklahoma; and that the facts in controversy are as exclusive of the parties hereto, the court being advised (S. O. No. 10) Tulsa.

It is ordered that the court do as follows on August 11, 1931:

defendant, Commercial Airport, Inc., for money loaned, executed and delivered to plaintiff a promissory note for \$35,000.00, payable one-third August 15, 1950, one-third August 15, 1951 and one-third August 15, 1952, with interest on unpaid balances at five (5) per centum per annum, payable annually. That the note further provides that should there be default in payment of any installment of principal or interest when due, the holder of the note, at its option, without notice or demand, may declare all sums owing upon said note to be due and payable immediately. And that after maturity, whether by acceleration or otherwise, it shall bear interest at the rate of ten (10) per centum per annum, and that the note further provides that if it is not paid when due and is given to an attorney for collection, or suit is filed thereon, the maker agrees to pay, as attorneys' fees, in addition to the unpaid principal and interest, ten dollars (\$10.00) and ten (10) per centum of the principal of the note. That said note was not paid and no interest or principal was paid thereon, and the holder thereof, the plaintiff in this cause, has exercised its option to declare said note due and has placed the same in the hands of Hunt and Singleton, as attorneys, for collection and suit thereon has been brought in this cause, and that there is due thereon from Commercial Airport, Inc., to Central Production Co., Inc., the sum of \$36,750.00, with interest thereon at the rate of ten (10) per centum per annum from August 15, 1950, and the further sum of \$3,510.00, attorneys fees, and costs accrued and accruing.

That said further claim shall be a part and parcel of the said transaction, and to secure the payment of said note, Commercial Airport, Inc., delivered to Central Production Co., Inc., a mortgage upon its airport lease and improvements, on the following described real premises, to-wit:

3/4 and the 3/2 of 3/4 of NW1/4 of Section Thirty-three (33), Township Nineteen (19) North, Range Thirteen (13) East, in Tulsala County, State of Oklahoma

...and all rights, easements and privileges thereto,  
...and all other physical reports, tax maps and  
...leave, to-wit:

1. Office administration building (30 ft. x 70 ft.,  
...known as Hangar #1, 100 ft. x 30 ft.,  
...and improvements thereto.

2. Hangar #2, known as Hangar #2, 100 ft. x 30 ft.,  
...with any improvements and additions thereto.

3. Hangar #3, known as Hangar #3, used as repair and  
...operations, approximately 100 ft. x 30 ft.,  
...with any addition and improvements thereto.

4. Hangar #4, known as Hangar #4, 100 ft. x 30 ft.,  
...with any additions and improvements thereto.

5. Hangar #5, 20 ft. x 30 ft.

6. Hangar #6, 20 ft. x 30 ft., of good construction,  
...and all other structures, improvements,  
...and are to be located on any land that may  
...constructed on said lease premises will  
...constitute and be a part of said lease and  
...thereof.

That said lease provides for payment of mortgage tax and record said  
...in the office of the County Clerk of Jackson County,  
...August 26, 1940, in Book 2012, page 171. That  
...through scrivener's error the land described in said lease  
...being located in Section 33 Township 19  
North, Range 12 East, and that the plaintiff is entitled to  
have said lease corrected to describe the land as being in  
Section 33, Township 19 North, Range 12 East. That plaintiff  
is further entitled to have said mortgage foreclosure decree  
...of the obligation due from Commercial Air Corp., Inc.,  
to Central Air Service Co., Inc.

That on August 15, 1941, J. L. Stowell, Air Service  
borrowed, executed and delivered to Commercial Air Corp., Inc.,  
his promissory note for the sum of \$1,000.00, payable semi-  
...and one-third August 15, 1951, and one-  
...with interest on the unpaid balance  
...per centum per annum, payable annually.  
That the plaintiff is entitled to have there be a default  
in the payment of any installment of said note as stated at

...with this note, at his option, without  
...declare all sums due under the note payable  
...and after maturity of this note, whether by ac-  
...otherwise, it shall bear interest at the rate of  
...per centum per annum. ...the note further pro-  
...and is given as an attorney  
...the maker agrees to  
...and interest. Ten  
...percentum of the principal  
...and the said note was returned to  
...that the payment of principal  
...1950 was not paid  
...and the amount of interest on principal has been made, and the  
...has been declared due, and the note  
...and together brought suit between herein. That there is  
...to the plaintiff  
...together with interest  
...from August 16, 1950,  
...as attorneys fees,  
...and accruing. ...the said note has an in-  
...and every year the which  
...thereon have been  
...

...and a part and a part of  
...and believed to  
...as evidenced, 930 shares of the  
...evidenced by certi-  
...for 930 shares, and  
...for one share;  
...of the parties  
...for one share, is-  
...was substituted therefor. That G. L.  
...and that

1. That the plaintiff is entitled to have the pledge lien of one said 930 shares of capital stock of Commercial Airport, Inc., evidenced by Certificates No. 10 and No. 15, and of which is owned by F. M. Stovall, foreclosed to pay said note.

That as a part and parcel of the same transaction, and on August 27, 1929, Commercial Airport, Inc., as additional security to its note to Central Production Co., Inc., advanced and transferred to Central Production Co., Inc., the F. M. Stovall note of \$35,000.00 of that date, together with the 930 shares of stock in Commercial Airport, Inc., which said Stovall endorsed and pledged to Commercial Airport, Inc., as a security for his said note to that company.

The court further finds that Commercial Airport, Inc., borrowed the money from Central Production Co., Inc., for the purpose of helping F. M. Stovall, and that it might lend said money to F. M. Stovall, and that Commercial Airport, Inc., borrowed the money from Central Production Co., Inc., for F. M. Stovall, and thereupon loaned the money to him, and that, as between Commercial Airport, Inc., and F. M. Stovall, F. M. Stovall is the primary obligor and Commercial Airport, Inc., is secondarily liable, and that Commercial Airport, Inc., is entitled to require Central Production Co., Inc., to marshal assets in liquidating the obligation due to Central Production Co., Inc., and to first sell the assets pledged by F. M. Stovall before selling the assets of Commercial Airport, Inc.

The court further finds that judgment should be entered in favor of Central Production Co., Inc., and in favor of Commercial Airport, Inc., and against F. M. Stovall on his cross-petition.

It is so ordered, and the said judgment shall be entered accordingly.

That description of land contained in the mortgage

given by Commercial Airport, Inc., to Central Production Co., Inc., be directed to read Section Fifty-three (53), Township Nineteen (19) North, Range Thirteen (13) East, Mason County, Indiana

2. That Max G. Cohen be discharged from this suit without cost.

3. That judgment be entered in favor of Central Production Co., Inc., and in favor of Commercial Airport, Inc., and against W. H. Stowell on his cross-petition.

4. That Central Production Co., Inc., have personal judgment against Commercial Airport, Inc., for \$36,750.00, together with interest thereon at the rate of ten (10) per centum per annum from August 15, 1950 and for \$5,510.00 attorney's fees and for costs accrued and accruing.

5. That the mortgage given by Commercial Airport, Inc., to secure its note to Central Production Co., Inc., be established as a first and prior mortgage lien and that it and the W. H. Stowell note and the W. H. Stowell stock in the Commercial Airport, Inc., pledged to secure his note, be foreclosed to satisfy the judgment in favor of Central Production Co., Inc.

6. That Central Production Co., Inc., have a judgment against W. H. Stowell on the note which he gave to Commercial Airport, Inc., which said note was endorsed to and is now held by the plaintiff herein as security on the Commercial Airport, Inc., obligation which is herewith reduced to judgment for the sum of \$36,750.00, together with interest thereon at the rate of ten (10) per centum per annum from August 15, 1950, and for the additional sum of \$3,510.00 attorney's fees and for costs accrued and accruing. All payments to the plaintiff on this judgment shall be credited on this judgment and also such payments shall be credited on the judgment which the plaintiff has herewith taken against Commercial Airport, Inc.

7. That the pledge lien on the 930 shares of capital stock of Commercial Airport, Inc., (evidenced by Certificates numbered 10 and 15) which belong to W. M. Stowell, is herewith foreclosed and said stock is ordered sold to pay or aid in paying the obligation evidenced by the Stowell note, judgment on which is herewith taken.

8. The securities and property given, assigned or pledged to secure the payment of the notes on which Central Production Co., Inc., herewith obtains judgment shall be marshaled so that the property of W. M. Stowell shall be first used before the property of the Commercial Airport, Inc., is used to liquidate said judgments.

IT IS ORDERED, ADJUDGED AND DECREED that no execution shall issue on said judgments for fifteen (15) days from the date hereof, and that if said personal judgments are not paid in full within fifteen (15) days from this date that on application of judgment creditor special execution be issued against W. M. Stowell and against Commercial Airport, Inc., and each of them, and the foreclosed property be sold as follows:

(a) The 930 shares of stock held by W. M. Stowell in Commercial Airport, Inc., (evidenced by Certificates numbered 10 and 15) shall be first offered for sale and sold.

(b) If the plaintiff's judgment against Commercial Airport, Inc., has not thereby been satisfied the following described property of Commercial Airport, Inc., to-wit:

The certain contract of lease dated June 30, 1949, by and between Jerome S. Herrall, as lessor, and Commercial Airport, Inc., as lessee, covering the following described lands situated in Tulsa County, Oklahoma: the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) and the South Half (S<sup>1</sup>/<sub>2</sub>) of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Thirty-three (33), Township Nineteen (19) North, Range Thirteen (13) East, containing 160 acres, together with the following physical property located on said land:

Brick administration building 70 ft. x 70 ft.  
Steel hangar, known as Hangar #1, 100 ft. x 55 ft.,  
and any additions and improvements thereto.

Steel hangar, known as Hangar #2, 100 ft. x 55 ft.,  
together with any improvements and additions thereto.

Steel hangar, known as Hangar 30, used as repair and service operations, approximately 100 ft. x 80 ft., together with any additions and improvements thereto.

Steel hangar, known as Hangar 31, 100 ft. x 80 ft., together with any additions and improvements thereto.

Steel central tower 20 ft. x 20 ft.

Ladies' lounge, 20 ft. x 20 ft., of steel construction, together with any and all other structures, improvements, appurtenances and property now located on and that may be hereafter constructed on said lease premises and which may constitute and be a part of said lease and leasehold estate,

together with all rights, easements and privileges thereto; is hereby ordered sold with appraisement.

IT IS ORDERED that if and when special execution is issued as herein provided R. P. Cooley is appointed Special Master to conduct said foreclosure sales, and he shall call an inquest of three disinterested householders who shall be residents within Tulsa County, Oklahoma, and administer to them an oath impartially to appraise the mortgaged property to be sold, upon actual view; and it is further ordered that said sales shall be public sales held at the west front door of the County Court House of Tulsa County, Oklahoma, after giving notice of said sale by publishing said notice once a week and on Thursday of said week for four weeks immediately prior to said sale, in the Tulsa Daily World, a newspaper regularly issued and of general circulation in Tulsa County, Oklahoma, wherein said property is situated. The sales so made shall be forthwith reported to this court for confirmation.

The plaintiff may use its judgment against F. V. Stowell to purchase the F. V. Stowell stock and it may use its judgment against Commercial Airport, Inc., to purchase the mortgaged property of that company.

The proceeds from the sales shall be applied:

1. To the payment of costs of these sales and of this action.

2. The proceeds from the sale of the Stowell stock shall then be applied on the judgment against Stowell.

5. The proceeds from the sale of the contents of Airport, Inc.'s real property shall be applied to the payment of the judgment against Commercial Airport, Inc.

6. The residue, if any, shall be paid to the clerk of this court to await the further order of this court.

7. The undersigned, NATIONAL TRUST BANK, do hereby and after said sale and confirmation thereof, that all the right, title, interest, estate and equity of each and all of the defendants in and to all property be forever out and barred, and forever of, and that the Special Order shall extend to the purchaser at said sale and all sufficient deeds or conveyances of said property and from and after confirmation of said the defendant and each of them and all persons claiming by, through or under each of them from the date of this order are hereby perpetually enjoined and restrained from forever setting up or asserting any right, title, equity or interest in and to said property adverse to the right and title of the purchaser at said execution sale. That a writ of assistance issue therefor in case of refusal of said defendants or any of them, or any person holding by, through or under them or any of them to surrender up the same to said purchaser or purchasers at said sales.

8. The undersigned, special and general, lawyer and all necessary process made, in the event the property is not sold, the sufficient is a writ of assistance in and to said execution sale against S. B. Scoville and against Commercial Airport, Inc., and each of them.

9. It is further ordered that the National Trust Bank has been paid in full the judgment against Commercial Airport, Inc., then and thereupon shall without more, issue a writ of assistance in favor of Central Trust and Loan Co., Inc., against S. B. Scoville. If any, shall be suitably and thoroughly, and without more, void in and taken to Commercial Airport, Inc.

*OK. Hunt + Eggleston, Atty for Plaintiff*  
*Max G. Cohen, Atty. for himself and*  
*Commercial Airport Inc.*  
*OK. as to form - Hughes Baker*

*121 Royce H. Savage*  
Judge

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

FEDERAL DEPOSIT INSURANCE CORPORATION,  
Complainant

vs.

W. G. BRYANT, C. D. MARTINDALE and  
BRYCE JOHNSON, Defendants

No. 2675 Civil

WALTER S. HOOD  
Clerk U. S. District Court

JOURNAL ENTRY

This cause coming on to be heard on this the 13th day of February 1951, being one of the regular court days of this court and having been regularly set on the docket for this date for the entry of a default judgment as to the defendant C.D.Martindale, and it appearing to the Court that the said latter named defendant has heretofore been regularly served with summons, as provided by law, and that he has heretofore entered his appearance by and through an attorney and the said defendant having been three times called in open court to plead, demur or answer and coming not, is by the Court declared to be in default and the allegations of the Complaint filed herein are taken as true and confessed and the Court finding that all of the material allegations in said Complaint are, as to said defendant, true and correct and that as to him, the said Complainant is entitled to judgment as prayed.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that said Complainant, Federal Deposit Insurance Corporation, shall be and it is hereby entitled to judgment on its second count against the said defendant, C. D.Martindale, for the sum of \$2,720.00 with interest thereon at the rate of 10% per annum from the 1st day of November 1948 until paid and the further sum of \$135.80 with interest thereon at the rate of 6% per annum from date of judgment until paid, and all costs, accrued and accruing for all of which let execution issue.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that the chattel mortgage given by the said defendant to secure said note be and the same is hereby decreed to be foreclosed and plaintiff is entitled to advertise for sale and sell the property secured by said chattel mortgage, as provided by law, and in the event said sale does not produce a sufficient amount to cover said judgment then said Complainant herein is entitled to a deficiency judgment against the said defendant for the difference between the amount derived from the sale of said property and the amount of said judgment.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that the said Complainant shall be and it is hereby decreed to be entitled to judgment against the said defendant in his individual capacity and as a partner in the partnership firm of Pryor Community Dale for the sum of \$21,910.14 together with interest thereon at the rate of 6% per annum from date of judgment until paid, and all costs accrued and accruing for all of which let execution issue.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that Complainant shall be and it is hereby decreed to be entitled to judgment against the said defendant in his individual capacity and as a partner in Pryor Community Dale, a co-partnership, for the sum of \$2,640.00 the balance due on that certain obligation described in Complainant's Fourth Count, together with interest thereon at the rate of 6% per annum from date of judgment until paid and all costs accrued and accruing, for all of which let execution issue.

  
\_\_\_\_\_  
Judge

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

FEDERAL DEPOSIT INSURANCE CORPORATION,  
Complainant

vs.

H. J. SKEELS,  
Defendant

No. 2676 Civil

FILED

FEB 14 1951

JOURNAL ENTRY

NOBLE C. HOOD  
Clerk U. S. District Court

This cause coming on to be heard on this the 12th day of February 1951, being one of the regular court days of this court and having been regularly set for trial on this date, and Complainant appearing by its representative and its attorney, F. Austin Gavin, and Allen E. Barrow, and the defendant appearing by his attorney, Ben L. Murdock, thereupon Complainant waived a jury and presented its proof to the court and surrendered its certain notes and mortgages used upon for cancellation, and defendant, through his counsel, offered no evidence in opposition thereto and the Court finding that it has jurisdiction of said defendant and of this cause and that the allegations of Complainant's petition are taken by default to be confessed, and the Court finding all of the material allegations in said Complaint true and correct, and being fully advised in the premises, finds that Complainant is entitled to judgment.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that Complainant Federal Deposit Insurance Corporation shall be and it is hereby decreed to be entitled to judgment against the defendant, H. J. Skeels, on its first cause of action in the sum of \$4,327.50 together with interest thereon at the rate of 10% per annum from the 1st day of February 1949 until paid and for the further sum of \$492.75 together with interest thereon at the rate of 6% per annum from date of judgment until paid, and for all costs accrued and accruing, for all of which let execution issue.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that the Complainant shall be and it is hereby decreed to be entitled to the foreclosure of its certain chattel mortgage securing the payment of said note and that in the event of said foreclosure sale said proceeding does not bring a sufficient sum to satisfy said judgment in full, the said Complainant shall be and it is hereby decreed to be entitled to a deficiency judgment for the difference between the amount received at said sale and the amount of judgment herein decreed.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that Complainant shall be and it is hereby entitled to be decreed to judgment against defendant in the sum of \$153.00 together with interest thereon at the rate of 10% from date until paid and the further sum of \$31.97 together with interest at the rate of 6% from date of judgment until paid, and all costs accrued and accruing, for all of which let execution issue.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that the Complainant shall be and it is hereby decreed to be entitled to the foreclosure of its certain chattel mortgage securing the payment of said note and that in the event of said foreclosure sale said proceeding does not bring a sufficient sum to satisfy said judgment in full, the said Complainant shall be and it is hereby decreed to be entitled to a deficiency judgment for the difference between the amount received at said sale and the amount of judgment herein decreed.

ORSH AS TO FORM

14/ Allen E. Barrow  
per J. Austin Lewis  
Attorneys for Complainant

12/ Ben L. Murdoch  
Attorney for Defendant

12/ Royce H. Savage  
Judge

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

WILLIAMS, )

Plaintiff, )

-vs-

No. <sup>2584</sup>~~2585~~ Civil

MIRIAM THORNTON FLOWER, GERTRUDE  
THORNTON HICKSON, FLIGHT THORNTON,  
JAMES THORNTON, and GENIEFRED KNIGHT  
THORNTON, Executrix of the Estate of  
Lewis T. Thornton, Deceased, a Co-  
partnership doing business as the  
THORNTON OIL COMPANY; and ROBERT OIL  
COMPANY, a corporation, )  
Defendants. )

FILED

FEB 28 1951

NOBLE C. HOOD  
Clerk U. S. District Court

JOURNAL ENTRY

Now on this 28<sup>th</sup> day of February 1951 this cause comes on for  
judgment and having this day entered findings of fact and  
conclusions of law the court finds judgment should be rendered  
consistent therewith and by reason thereof plaintiff should  
be denied a recovery against each of the defendants herein.

IT IS THEREFORE ORDERED that any and all recovery sought  
by plaintiff be and the same is hereby denied as to all defen-  
dants and judgment is hereby rendered for the defendants and  
each of them.

Loyce H. Savage  
Judge

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

ROSLYN S. FINSTON,

Plaintiff,

vs.

Civil No. 2727

THE FIRST NATIONAL BANK  
AND TRUST COMPANY OF  
TULSA, AS EXECUTOR OF THE  
ESTATE OF ALBERT FINSTON,  
DECEASED,

Defendant.

NORRIS C. HOOD  
Clark U. S. District Court

JUDGMENT

On this 30th day of January, 1951, the above entitled action having come on for trial, plaintiff appearing by her attorneys, Conner, Winters, Lee & Randolph and Hess Crossland, and the defendant appearing by its attorneys, Rosenstein, Fist, Shidler & Webb, and the parties having so agreed in open Court

IT IS CONSIDERED, ORDERED AND ADJUDGED that Plaintiff have and recover judgment herein, and that the Defendant, The First National Bank and Trust Company of Tulsa, as Executor of the Estate of Albert Finston, Deceased, pay to her in due course of the administration of said estate the sum of One Thousand Nine Hundred Eighty-six Dollars Ninety-three Cents (\$1,986.93) with interest thereon from this date at the rate of six per cent (6%) per annum.

*M. R. Wallace*  
\_\_\_\_\_  
JUDGE

APPROVED:

CONNER, WINTERS, LEE & RANDOLPH

By *Hess Crossland*  
\_\_\_\_\_  
Attorneys for Plaintiff

APPROVED:

ROSENSTEIN, FIST, SHIDLER & WEBB

By *C. H. Rosenstein*  
\_\_\_\_\_  
Attorneys for Defendant

At a Stated Term of the United States District Court for the Northern District of Oklahoma, in the United States Courthouse, Tulsa, Oklahoma, on the 5<sup>th</sup> day of March, 1951.

Present:

Hon. Royce H. Skoyne, Judge, Justice.

United States of America, Libelant

v.

19 Cases, each containing 24 cans Article labeled in part "Swanson Ever Fresh Brand Egg Noodle Chicken Dinner, Net Weight 1 lb. - Chicken Meat - Selected Chicken Meat".

No. 2975-1-100

FILED

ORDER FOR THE CONSOLIDATION AND REMOVAL OF SEIZURE

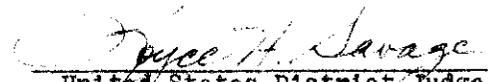
ROBERT C. HOOD Clerk U. S. District Court

Upon the annexed stipulation of consent dated 5<sup>th</sup> March, 1951, it is hereby

ORDERED, pursuant to Section 304(b) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 334(b)), that the above-entitled action be removed to the United States District Court for the District of Kansas, and there consolidated for trial with the action entitled "United States of America v. 10 cases, each containing 24 cans of an article labeled in part 'Swanson Ever Fresh Brand Egg Noodle Chicken Dinner Net Weight 1 lb. -- Chicken Meat -- Selected Chicken Meat'", involving the same claimant and the same issue of adulteration as are involved in the above-entitled action; and it is further

ORDERED, that the clerk of the United States District Court for the Northern District of Oklahoma promptly transmit a certified copy of this order and the records in the above-entitled action to the clerk of the United States District Court for the District of Kansas, pursuant to Section 304(f)(1) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 334(f)(1)).

E N T E R

  
Joyce H. Savage  
United States District Judge

UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

No. 1814 Civil

206 Cases, each containing 6  
cans Article labeled in part  
"Bluff Creek Spinach, Net Wt.  
6 Lbs. 2 Ozs.",

Defendant.

BY ROBERT GOOD  
Clerk U. S. District Court

JOURNAL ENTRY

This matter coming on for hearing this 14th day of February, 1951, in its regular order, the plaintiff, United States of America, appearing by Whit Y. Maury, United States Attorney for the Northern District of Oklahoma, and the defendant appearing not, and the court being fully advised in the premises finds:

That no answer or other pleading has been filed in this cause. That 206 Cases, each containing 6 cans article labeled in part "Bluff Creek Spinach, Net Wt. 6 Lbs. 2 Ozs.", were shipped by Arkansas Valley Canning Company, on or about January 5, 1951, via Shippers Truck, to Collins-Diets-Morris Company, Tulsa, Oklahoma, within the Northern District of Oklahoma.

The court further finds that said merchandise is adulterated in interstate commerce within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. 342(a)(21), in that it consists wholly or in part of a filthy substance by reason of the presence therein of worms.

The court further finds that the United States Marshal for the Northern District of Oklahoma, upon order of the court of February 1, 1951 to seize and arrest said merchandise, did seize and arrest all of said merchandise on February 5, 1951.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that said 206 Cases, each containing 6 Cans Article labeled in part "Bluff Creek Spinach, Net Wt. 6 Lbs. 2 Ozs.", be and the same hereby is condemned, forfeited and confiscated.

IT IS HEREBY ORDERED, ADJUDGED and DECREED that said merchandise be destroyed and that Virgil E. Stanley, United States Marshal for the Northern District of Oklahoma, be and he hereby is instructed and directed to destroy same and to report his acts under this order to this court within thirty (30) days from this date.

AND IT IS THE FURTHER ORDER OF THE COURT that the plaintiff, United States of America, recover the costs of this action.

*Royce V. Savage*  
\_\_\_\_\_  
U. S. DISTRICT JUDGE

O. K. as to form:

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

IN THE DISTRICT COURT OF THE STATE OF MISSOURI

IN THE DISTRICT COURT OF THE STATE OF MISSOURI

George W. Eckles, Administrator of the Estate of John W. Bixley, deceased, Beulah Bixley, Villard Martin, Trustee for Maryn Marie Bronojowski, F. W. Harris, H. C. Bernard, C. C. Hyde, Margaret Kay Jammons, F. C. Swan, F. C. Swan, Trustee of the E. P. Mathis Trust, Fannie E. Holman, A. E. Peagin, Bar Son Oil Company, a corporation, Atlantic Refining Company, a corporation, Holey Buck, Pearlie Buck, A. T. Anglin, Alfred Stevenson, and Anglin & Stevenson, a co-partnership composed of A. T. Anglin and Alfred Stevenson,

Plaintiffs,

v.

Robert Bullock,

Defendant.

FILED  
In Open Court

MAR 1 1951

ROBERT M. HOOD  
Clerk of District Court

No. 2279

J U D G M E N T

This cause comes on for hearing on this 6 day of March, 1951, on plaintiffs' motion for judgment on the pleadings. Plaintiffs appeared by their attorneys, Frank L. Warren, Alfred Stevenson, Carter Smith, Charles N. Brennan and John Rogers, and no one appeared for the defendant. It appears from the files of this case that plaintiffs' complaint was filed herein on the 22<sup>nd</sup> day of November, 1950, and on motion of the plaintiffs an order was issued, pursuant to section 1655, Title 20, U.S.C.A., for service upon the defendant, Robert Bullock, an absent defendant; that a true copy of said order was duly served on the defendant in Kansas City, Missouri, the residence of the defendant; that, thereafter, on or about the 15th day of February, 1951, the defendant filed his answer to plaintiffs' complaint, wherein he admitted the allegations of the complaint and disclaimed any right, title or interest in or to the property involved in this action. It appears that the facts alleged in plaintiffs' complaint are well known and that plaintiffs are entitled to judgment as a matter of course. On or about the

complaint.

IT IS FURTHER ORDERED that the plaintiffs, George S. Ackles, Administrator of the estate of John B. Coxley, deceased, Beulah Coxley, Willard Martin, Trustee for Esther Marie Bronojewski, F. V. Harris, H. A. Leonard, C. W. Wade, Margaret May Hammons, F. C. Swan, E. P. Swan, Trustee of the E. P. Mathis Trust, Fannie C. Holman, W. W. Feagin, and Don Hill Company, a corporation, Atlantic Refining Company, a corporation, Coley Duck, Pearlie Duck, W. T. Anglin and Alfred Stevenson, have judgment in their favor against the defendant, Robert Bullock, quieting the title of said plaintiffs to the Southwest Quarter (SW/4) of Section 16, Township 18 North, Range 7 East, Creek County, Oklahoma; and said defendant is hereby enjoined from asserting any claim to said real property, or any interest therein, adverse to the plaintiffs, or any or either of them, and from commencing any action to disturb their possession and the quiet and peaceful enjoyment thereof. IT IS FURTHER ORDERED that no costs herein be taxed against the defendant.

*Raymond H. George*  
DISTRICT JUDGE

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

JACK O'REILLY,  
Plaintiff,  
-vs-  
JOHN JAMES IRVINE,  
Defendant.

No. 2787-Civil

ORDER

NOBLE C. HOOD  
Clerk U. S. District Court

This cause coming on to be heard this 9th day of March,  
1951, upon the following motions:

- (1) Motion of the defendant for a summary judgment;
- (2) Motion to fix guardian ad litem fees;
- (3) Motion of the plaintiff to dismiss without prejudice;

and the Court having heard the argument presented in connection with the foregoing Motions and having been fully advised finds and adjudges as follows:

I. That the defendant's motion for summary judgment be and the same is hereby denied. *think order the defendant any excepted.*

II. That the guardian ad litem fees of Jack Hays, Guardian ad litem, herein be and the same are hereby fixed in the amount of One Hundred Dollars (\$100.00).

III. That the plaintiff's motion to dismiss be and the same is hereby sustained and said cause is dismissed without prejudice, subject only to the condition that plaintiff pay the guardian ad litem fees herein provided and court costs in the amount of Fifteen Dollars (\$15.00) heretofore paid into this cause by defendant and that plaintiff shall be charged with no further costs in this cause. *and the court order of court and denied to grant defendant his expenses incurred by defendant only as excepted.*

*As at to form  
David H. Sanders  
attorney for  
As at to form  
Earl V. Johnston  
attorney for plaintiff*

*H. J. Wallace*  
\_\_\_\_\_  
JUDGE

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

United States of America, Petitioner	)	
-vs-	)	No. 2679-Civil
683.50 acres of land, more or less, situate in Creek County, Oklahoma, and Glen Harlow Williams, et al, Respondents	)	2105 R 10000

NOBLE C. HOOD  
 Clerk U. S. District Court

JUDGMENT AS TO TRACT NO. B-70

Now on this 18th day of February, 1951, the above matter comes on to be heard pursuant to regular assignment; the United States of America, petitioner herein, appearing by and through Curtis M. Lewis, Trial Attorney for the Department of Justice; and the respondents, Lee Self now Tickett and Harold V. Tickett, appearing in person and by and through their attorney, Heber Finch, Jr., Sapulpa, Oklahoma,

a jury being waived; and the Court having heard the evidence introduced and being fully advised in the premises, finds that the fair, cash, market value of Tract No. B-70 involved in this proceeding, to be the total sum of \$2,500.00.

The Court further finds that a deposit has heretofore been made under a Declaration of Trust filed heretofore in case that a deficiency exists as to said tract.

IT IS ORDERED, ADJUDGED, DECREED AND DECREED by the Court that the fair, cash, market value of Tract No. B-70 involved in this proceeding, including all interest and charges of whatsoever nature as to said tract to be as follows, to-wit: \$2,500.00.

IT IS FURTHER ORDERED that the United States of America deposit the sum of \$500.00 into the registry of this Court to

cover a certain part of said tract.

/s/ Royce H. Savage

JUDGE

C. H.  
UNITED STATES OF AMERICA, petitioner

By /s/ Curtis P. Harris  
Trial Attorney-Dept. of Justice

UNITED STATES DISTRICT COURT FOR AND  
NORTHERN DISTRICT OF OKLAHOMA

Griffith Realty Company, a  
corporation,  
  
Plaintiff,  
  
vs.  
  
E. Morgan,  
  
Defendant.

No. 2,23-Civil

FILED

DECREE

WALTER C. ROOD  
Clerk U. S. District Court

Now, on this 12<sup>th</sup> day of March, 1931, this matter comes on for entry of judgment and decree, the cause having been tried to the court on November 6, 1930, and findings of fact and conclusions of law by the Court heretofore having been entered here-  
in.

The Court finds the issues in favor of plaintiff and against defendant, specifically finds that the letter dated December 7, 1926, addressed to defendant, is invalid and void, and that defendant has no right, claim, option, or interest in the following described real estate in Tulsa County, Oklahoma, to-wit:

Block Ten (10) of Morgan Heights Resubdivision of Blocks Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13) in Morgan Heights First Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof;

that plaintiff's title should be quieted as to said real estate and that defendant and all persons claiming through or under him should be enjoined and restrained from bringing any action under, based upon, or by virtue of said letter.

It is, THEREFORE, ORDERED, ADJUDGED AND DECREED THAT the letter dated December 7, 1926, heretofore mentioned and involved in this action was and is wholly invalid and unenforceable by defendant or any person claiming under or through him, and conferred no right, interest, option or claim in or to the real estate involved in this action.

IT IS FURTHER ORDERED THAT plaintiff's right, title and interest in and to the real estate above described be and the same hereby is quieted as against the defendant and any person claiming through or under him.

IT IS FURTHER ORDERED THAT defendant, and any person claiming under or through him, be, and they hereby are enjoined from bringing any action in any Court for any relief against plaintiff, its successors or assigns, under, based upon, or by virtue of said letter dated December 8, 1946, and addressed to said defendant.

IT IS FURTHER ORDERED THAT plaintiff have judgment against defendant for its costs herein expended in the amount of

\_\_\_\_\_.

Roy H. Savage  
JUDGE.

O.K.:

14 John A. Johnson  
John A. Johnson  
2903 First National Building  
Oklahoma City, Oklahoma  
One of Attorneys for Plaintiff

14 LeRoy Blackstock  
One of Attorneys for Defendant

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

William K. Powers, as Trustee in  
Bankruptcy of the Estate of Bill  
Morrison, dba Bill Morrison Construction  
Company, a Bankrupt,

Plaintiff,

vs.

R. H. Siegfried Company, an Express  
Trust, R. H. Siegfried, as Trustee  
of R. H. Siegfried Company, an Express  
Trust, and R. H. Siegfried Company, a  
co-partnership consisting of R. H.  
Siegfried and R. H. Siegfried,

Defendants.

No. 2723 Civil

FILED

ROGER C. BOOD  
Clerk, U. S. District Court

JOURNAL ENTRY OF JUDGMENT

This cause comes on to be heard by the consent of the parties as hereinafter set forth. William K. Powers as Trustee in Bankruptcy of the Estate of Bill Morrison, dba Bill Morrison Construction Company, a Bankrupt, appeared by his counsel of record, Samuel A. Boorstin, Joe H. Shidler and Irvine A. Ungerman. The defendants R. H. Siegfried Company, an Express Trust, R. H. Siegfried as Trustee of R. H. Siegfried Company, an Express Trust, and R. H. Siegfried Company, a co-partnership consisting of R. H. Siegfried and R. H. Siegfried, appeared by their counsel, Byron V. Boone and A. D. Hudson. All of said parties being before the court announced to the court that they have stipulated that the following judgment may be entered and consent and agree to all of the terms thereof.

Thereupon there was offered in evidence and received by the court an order authorizing a compromise of this controversy or cause of action, which order was duly signed by the Referee in Bankruptcy in Bankruptcy Cause No. 5851. A true and correct copy of said order so authorizing a compromise of this case is attached to this judgment and made a part thereof.

The court in connection with the first cause of action set forth in the petition or complaint, finds:

1) That the bankrupt Bill Morrison, dba Bill Morrison Construction Company, was adjudicated a bankrupt on the 21st day of November, 1949. That numerous creditors filed claims in said proceeding, including the United States of America and the Oklahoma Employment Securities Commission.

2) The court being fully advised in the premises, finds that the chattel mortgages given to the defendant E. H. Siegfried, an Express Trust, on or about January 15, 1949, by Bill Morrison, dba Bill Morrison Construction Company, covering and describing certain pipeline and automotive equipment, which mortgages were filed for record in the office of the County Clerk of Tulsa County, Oklahoma, on January 15, 1949, under numbers 135318 and 13319, respectively and a certain chattel mortgage dated April 2, 1949, filed for record on April 5, 1949 under number 1547665 in the office of County Clerk of said county covering certain welding equipment, and the real estate mortgage from Bill Morrison, to E. H. Siegfried, an Express Trust, covering the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter (NW NE NW NW) of Section Fourteen (14), Township Nineteen (19) North, Range Thirteen (13) East, Tulsa County, Oklahoma, containing two and one-half (2½) acres, more or less, dated January 15, 1949 and filed for record on said date at 11:16 a.m., in Book 1958 at Page 263 in the office of the County Clerk of Tulsa County, Oklahoma, were all for a good and valuable consideration and that the said E. H. Siegfried, an Express Trust, had a first and prior lien upon said properties as shown by the respective mortgages above described.

3) The court finds that on May 26, 1949 the said E. H. Siegfried Company, an Express Trust, obtained a bill of sale from the said Bill Morrison, dba Bill Morrison Construction Company, covering pipeline and automobile equipment, and on June 14, 1949 obtained from the said Bill Morrison, dba Bill Morrison Construction Company, a warranty deed to the above described real property. That said deed was filed for record in the office of the County Clerk of Tulsa County, Oklahoma on the 14th day of June, 1949 in Book 1997 at Page 451. That said bill of sale and said warranty deed were given to the said E. H. Siegfried Company, an Express Trust, in payment of said chattel mortgages upon the above described

personal property and in payment of the real estate mortgage covering the above described real property. That said warranty deed and said bill of sale vested in the said R. H. Siegfried Company, an Express Trust, the absolute title to the above described real and personal property and ~~constitute~~ valid conveyances as against any and all persons claiming by, through or under the said Bill Morrison, dba Bill Morrison Construction Company.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff take nothing upon his first cause of action and that the defendants have judgment thereon.

The court by consent of all of the parties appearing as to the second cause of action set forth in the petition or complaint, finds:

1) That the parties appearing before the court have by consent agreed that the court enter judgment in favor of the plaintiff and against the defendants in the sum of \$20,000.00 and the costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, William A. Fowers, as Trustee in Bankruptcy of the Estate of Bill Morrison, dba Bill Morrison Construction Company, a Bankrupt, have and recover judgment against the defendants, R. H. Siegfried Company, an Express Trust, R. H. Siegfried as Trustee of R. H. Siegfried Company, an Express Trust, and R. H. Siegfried Company a co-partnership consisting of R. H. Siegfried and H. M. Siegfried, in the sum of Twenty-thousand and no/100 (\$20,000.00) Dollars, and the costs of this action.

Dated this 13 day of March, 1951.

Royce H. Savage  
U. S. District Judge

Samuel A. Borstein  
Joe D. Schilder  
Ernie F. Yergeman  
Attorneys for Plaintiff

R. D. Hendon  
Brown & Boone  
Attorneys for Defendants

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

IN THE MATTER OF: )  
 )  
BILL MORRISON, d/b/a MORRISON ) In Bankruptcy  
CONSTRUCTION COMPANY, ) No. 5851  
 )  
A Bankrupt. )

ORDER AUTHORIZING COMPROMISE OF CONTROVERSY

At Tulsa, within the Northern District of Oklahoma, on this 1st day of March, 1951, the petition of William K. Powers, Trustee of the Estate of the above named bankrupt, on the 9th day of February, 1951, that said Trustee be authorized to compromise a certain controversy, there having come on for hearing before me, the Trustee appearing in person and by his attorneys, Irvine E. Ungerman, Joe G. Shidler, and Samuel A. Boorstin, and the Collector of Internal Revenue appearing by John McCune, Assistant United States Attorney, and the Bankrupt appearing by his attorney, G. Ellis Gable, and there having been shown to the satisfaction of this Court that ten days notice by mail was given to the creditors herein, and the Court having heard the testimony of witnesses sworn and examined in open Court in support of the said application, and having heard the statement of the Assistant United States Attorney, John McCune, in opposition to said application, and being fully and sufficiently advised in the premises, finds that it is proper and for the best interest of this estate that the controversy existing between the Trustee herein and R. H. Siegfried Company, an express trust, and Standard Accident Insurance Company, and United Pacific Insurance Company to be compromised for the sum of \$20,000.00 together with the actual court costs expended in said litigation.

IT IS, THEREFORE, ORDERED BY THIS COURT THAT the Trustee herein, William K. Powers, do, and he is hereby authorized and directed to compromise his controversy now existing against R. H. Siegfried Company, an express trust, and Standard Accident Insurance Company, and

United Pacific Insurance Company, by accepting from them the sum of \$20,000.00 plus actual court costs expended in Case No. 2723 pending in the United States District Court for the Northern District of Oklahoma, and the Trustee herein be, and he is further authorized and directed to execute the necessary and proper instruments in causing a consummation of said compromise to take place; to which order the Collector of Internal Revenue - United States of America by and through its duly authorized attorney, John McCune, Assistant United States Attorney, excepted and exceptions are hereby allowed.

Maurice F. Ellison  
Referee in Bankruptcy

Attest: A True and correct  
Copy of Original Order.  
By Anderson, Clerk.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
Petitioner

-vs-

113.80 acres of land, more or  
less, situate in Kern County,  
California, and the heirs, et al,

Respondents

No. 2844 Civil

ROBERT W. WOOD  
Clerk U. S. District Court

DECLARATION OF TAKING

This day comes the petitioner, the United States of America, by Curtis E. Harris, Trial Attorney, for the Department of Justice, and moves the Court to enter a judgment vesting in the United States of America the fee simple title, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipe lines, if any to the property hereinafter described, and described in the Declaration of Taking, and in the petition for the declaration filed herein.

Whereupon, the Court proceeded to hear and pass upon said petition, the petition for the declaration and Declaration of Taking, and finds that:

- 1) Each and all of the allegations in said petition and Declaration of Taking are true, and the United States of America is entitled to acquire property by eminent domain for the purposes set forth in said petition;
- 2) In said petition and Declaration of Taking a statement of the authority under which, and the public use for which, said lands and estates therein taken, is set forth;
- 3) The petition and Declaration of Taking were filed at the request of the Director, Department of the Army, the person duly authorized by law to acquire the lands and estates therein taken as described in said documents for the purposes therein set forth, and the Director of the Attorney General of the United States the person authorized by law to direct the taking and the proceedings;

4) A proper description of the lands sought to be taken, sufficient for the identification thereof, is set out in said Declaration of Taking, and political and administrative purposes; and a statement of the estate or interest in said lands taken for said public use is set out therein;

5) A statement is contained in said Declaration of Taking of the sum of money estimated by the acquiring authority to be just compensation for the estate taken in said lands, in the amount of Two Thousand Eight Hundred Thirty-Five and 00/100 dollars (\$2,835.00), and said sum of money was deposited in the registry of this Court for the use of the persons entitled thereto upon and at the time of the filing of said Declaration of Taking;

6) A statement is contained in said Declaration of Taking that the estimated amount of compensation for the taking of said property in the opinion of Frank J. Lee, Jr., Secretary of the Army, will probably be within the limits prescribed by Congress on the price to be paid therefor;

7) And the Court having fully considered the petition for condemnation, the Declaration of Taking, the act of Congress approved February 21, 1931 (46 Stat. 1421; 40 U.S.C. 258a) and acts supplementary thereto and amendatory thereof, and the acts of Congress approved April 24, 1898 (30 Stat. 44-53; U.S.C. 331); August 1, 1898 (30 Stat. 387); March 1, 1917 (39 Stat. 1001 - 36 U.S.C. 711); June 25, 1938 (52 Stat. 1215); July 24, 1948 (Public Law 321-78th Congress, and October 13, 1948 (Public Law 353-81st Congress), is of the opinion that the United States of America was and is entitled to take said property and have the title thereto vested in it.

That, and the Court being advised by the evidence, and the fact that the fee simple title in and to the lands hereinafter described, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipe lines was vested in the United States of America upon the filing of said Declaration of Taking, and the deposit in the registry of this Court of the said sum of Two Thousand Eight Hundred Thirty-Five and 00/100 dollars (\$2,835.00), and said lands and estate therein to or are deemed to have been condemned and taken for the use of the United States of America, and the right to the compensation for the same thereby vested in the persons entitled thereto,

the amount of said compensation to be ascertained and awarded in this proceeding and established by judgment herein pursuant to law.

The lands aggregate 113.28 acres, more or less, and are described as follows:

Tract No. A-2

10.00 acres in a square in the SW corner of Lot 1, SE/4 NE/4 and E/2 SW/4 NE/4 of Section 2, Township 22 North, Range 15 East of the T.M., situate in Rogers County, Oklahoma, and containing 70.00 acres, more or less.

Tract No. A-4

Lot 4 of Section 2, Township 22 North, Range 15 East of the T.M., situate in Rogers County, Oklahoma, and containing 21.12 acres, more or less.

Tract No. A-5

Lot 1 less 10.00 acres in a square in the SW corner of Section 2, Township 22 North, Range 15 East of the T.M., situate in Rogers County, Oklahoma, and containing 22.24 acres, more or less.

It is the order of the Court, that any and all persons now in possession of or claiming any rights whatsoever to the possession of the lands heretofore described, and all and singular the rights, privileges and appurtenances thereto in law or otherwise, are hereby ordered and directed to deliver up and surrender forthwith full and complete possession of the lands heretofore described, to the extent of the estate herein taken, to the United States of America, and the United States of America is hereby granted leave to take immediate possession of said lands.

This cause is held open for such other and further orders, judgments and decrees as may be necessary.

Dated this 19<sup>th</sup> day of March, 1931.

Royce H. Savage  
J. C. C.

IN THE UNITED STATES DISTRICT COURT WITHIN AND FOR  
THE SOUTHERN DISTRICT OF OKLAHOMA

JOHN H. STEGEMAN, )  
 )  
 Plaintiff, )  
 vs. )  
 )  
 JERRY MOORE and GREAT AUTO RENTAL )  
 COMPANY, INC., a corporation, )  
 )  
 Defendants. )

ROBERT C. SMITH  
U.S. District Court  
No. 2305-Civil

ORDER OF DISMISSAL

Plaintiff having previously filed a dismissal with prejudice, the cause having heretofore been compromised and settled, it is hereby ordered that the above styled cause be dismissed, and the same is hereby ordered dismissed with prejudice to plaintiff's right to bring a further action.

*Royce H. Savage*  
District Judge

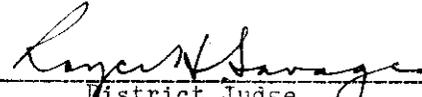
IN THE UNITED STATES DISTRICT COURT WITHIN AND FOR  
THE NORTHERN DISTRICT OF OKLAHOMA

JOHNNIE STOCKTON, )  
 )  
 ) Plaintiff, )  
 )  
 vs. )  
 )  
 ) LEON YOCUM and ATLAS AUTO RENTAL )  
 ) COMPANY, INC., a corporation, )  
 )  
 ) Defendants. )

No. 2805-Civil

ORDER OF DISMISSAL

Plaintiff having previously filed a dismissal with prejudice, the cause having heretofore been compromised and settled, it is hereby ordered that the above styled cause be dismissed, and the same is hereby ordered dismissed with prejudice to plaintiff's right to bring a further action.

  
\_\_\_\_\_  
District Judge

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

RIALTO MINING CORPORATION, )  
a Corporation, )  
 )  
Plaintiff, )  
 )  
vs. ) No. 2545 Civil  
 )  
L. R. MOWERY, HEBER FINCH and )  
HEBER FINCH, JR., co-partners )  
doing business under the firm )  
name and style of FINCH & FINCH, )  
and HEBER FINCH and HEBER FINCH, )  
JR., as individuals, )  
 )  
Defendants. )

WALTER C. SWAGE  
Chief U. S. District Judge

STIPULATION FOR DISMISSAL

It is stipulated by and between counsel of record for the  
respective parties that the above styled and numbered action may be by the  
court dismissed with prejudice.

Dated this 20 day of March, 1951.

RIALTO MINING CORPORATION

By [Signature]  
Attorney for Plaintiff

FINCH & FINCH

By [Signature]  
Attorney for Defendants

ORDER

Upon stipulation of counsel the above styled and numbered action  
is hereby ordered dismissed with prejudice.

Dated this 21 day of March, 1951.

rdh/wr

[Signature]  
W. C. District Judge

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

RIALTO MINING CORPORATION,  
a corporation,

Plaintiff,

vs.

ARTHUR A. BARR, HEBER FINCH and  
HEBER FINCH, JR., co-partners,  
doing business under the firm name  
and style of FINCH & FINCH, and  
HEBERT FINCH and HEBER FINCH, JR.,  
as individuals,

Defendants

No. 2546 Civil

STIPULATION FOR DISMISSAL

It is stipulated by and between counsel of record for the  
respective parties that the above styled and numbered action may be by the  
court dismissed with prejudice.

Dated this 20th day of March, 1951.

RIALTO MINING CORPORATION

By *W. H. Harrison*  
Attorney for plaintiff

FINCH & FINCH

By *Heber Finch*  
Attorney for Defendants.

ORDER

Upon stipulation of counsel the above styled and numbered  
action is hereby ordered dismissed with prejudice.

Dated this 21 day of March, 1951.

FDH/mr

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

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

REALTY MINING CORPORATION,  
a Corporation,

Plaintiff,

vs.

LAWRENCE C. BARR, HEBER FINCH  
and HEBER FINCH, JR., co-partners  
doing business under the firm name  
and style of FINCH & FINCH, and  
HEBER FINCH and NORMAN FINCH, JR.,  
as individuals,

Defendants.

No. 2549 Civil

FILED  
MAR 21 1951

STIPULATION FOR DISMISSAL

It is stipulated by and between counsel of record for the  
respective parties that the above styled and numbered action may be by the  
court dismissed with prejudice.

Dated this 20th day of March, 1951.

REALTY MINING CORPORATION

By Paul Hudson  
Attorney for Plaintiff

FINCH & FINCH

By Heber Finch  
Attorney for Defendants

ORDER

Upon stipulation of counsel the above styled and numbered action  
is hereby ordered dismissed with prejudice.

Dated this 21 day of March, 1951.

rdh/ar

Boyd H. Savage  
U. S. District Judge

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE EASTERN DISTRICT OF OREGON

Joe L. Edens and R. W. Kelly, dba  
Kelly & Edens, a co-partnership,  
Plaintiffs,

No. 2700 CIVIL

v.  
Hareco Oil Company, a Corporation,  
Defendant.

VERIFICATION OF PETITION FOR WRIT OF HABEAS CORPUS

I, the undersigned, do hereby certify that the parties to this action are the Plaintiff, Joe L. Edens and R. W. Kelly, dba Kelly & Edens, a co-partnership, and the Defendant, Hareco Oil Company, and that they do hereby certify the above titled and numbered action with respect to the bringing of a future action,

done this 22nd day of January, 1951.

\_\_\_\_\_  
Plaintiff  
*W. H. ...*  
Attorney for Plaintiff  
\_\_\_\_\_  
*J. H. ...*  
Attorney for Defendant

I, the undersigned, do hereby certify that the above titled and numbered action of action be dismissed with prejudice, this 22 day of January, 1951.

*James H. ...*  
U.S. District Judge

ml/mr

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

GRANT-BILLINGSLEY FRUIT COMPANY,

Plaintiff,

-vs.-

HERSCHEL L. (SLIM) MATHIS,

Defendant.

No. 2742 Civil

2

JOURNAL ENTRY OF JUDGMENT

ROBERT L. GOOD  
Clerk U. S. District Court

This cause came on for trial in its regular order on this 19th day of March, 1951, before the Honorable T. Blake Kennedy, Assigned Judge, at which time the plaintiff appeared by its attorney, David H. Sanders, and the defendant appeared in person and by his attorney, Elmore Page. The plaintiff put on its evidence and rested and the defendant put on his evidence and rested, and the Court, after having heard and considered the evidence adduced by the parties and after being fully advised in the premises, finds the issues in favor of the plaintiff and against the defendant, and that the plaintiff is entitled to have and recover a verdict of and from the defendant for the sum of \$3,245.93 and for costs of this action.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the plaintiff, GRANT-BILLINGSLEY FRUIT COMPANY, have and recover a judgment of and from the defendant, HERSCHEL L. (SLIM) MATHIS, for the sum of Three Thousand Two Hundred Forty-five Dollars and Ninety-three Cents (\$3,245.93), and for costs of this action, for all of which let execution issue.

T. Blake Kennedy  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

David H. Sanders  
ATTORNEY FOR PLAINTIFF

Elmore A. Page  
ATTORNEY FOR DEFENDANT

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

RUTH SHELTON,

Plaintiff,

vs.

MONTGO. ELLI WARD & CO., Inc.,  
an ILLINOIS CORPORATION,

Defendant.

No. 2757-Civil

FILED

1951

WILLIAM C. HOOB  
Clerk U. S. District Court

JOURNAL ENTRY OF JUDGMENT

On this 15th day of February, 1951, came the plaintiff in person and by her attorneys K. G. E. Besuchamp and Truman B. Eucker, and also came the defendant by and through its attorneys Floyd L. Rheam and Ballinger & Hoffman, and this cause came on for trial in its regular order before a jury of twelve good men, who being duly impaneled and sworn well and truly to try the issues joined between plaintiff and defendant and a true verdict render according to the evidence; and having heard the evidence, the charges of the court and counsel, finds for the plaintiff in the sum of \$1,000.00.

IT IS THEREFORE ORDERED, CONSIDERED and ADJUDGED by the court that the plaintiff have and recover from the said defendant the sum of \$1,000.00, together with the costs of this action, for which let judgment issue.

*W. R. Wallace*

District Judge

*OK as to form  
Floyd L. Rheam  
Atty for defendant*

*OK as to form  
Truman B. Eucker  
Atty for plaintiff*

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

ROBE, INC., a corporation, and  
ALTA VISTA HYDRAULIC COMPANY,  
LTD., a corporation,  
Plaintiffs,

vs.

DEMPSEY PUMP COMPANY, a corpora-  
tion, OSCAR E. DEMPSEY, SPECIALTY  
SALES AND SERVICE, INC., a cor-  
poration, and M. L. WALRAVEN, JR.,  
Defendants.

NO. 2350-CIVIL

W. C. H. H. H.  
Clerk U. S. District Court

JUDGMENT

The Clerk is directed to enter the following judgment  
in the above entitled cause:

1. Plaintiffs shall take nothing against  
the Defendant, or any of them, upon their first  
claim for relief for the alleged infringement of  
their patents.

2. Plaintiffs shall take nothing against  
the Defendants, or any of them, upon their second  
claim for relief for their alleged unfair competi-  
tion.

3. Upon its first counterclaim, the Defendant  
Dempsey Pump Company shall have and recover of and  
from the Plaintiff Kobe, Inc. the sum of \$ 430,093.50,  
together with interest thereon at the rate of six  
per cent per annum from the date of this judgment  
until the same is paid. The said Defendant shall  
further have and recover of and from the Plaintiff  
Kobe, Inc. the sum of \$ 25,000.00 , together with  
interest thereon at the rate of six per cent per

annum from the date of this judgment until the same is paid, as and for attorneys' fees upon its first counterclaim which sum is adjudged pursuant to the provisions of Title 15, U.S.C.A., Section 15.

4. Upon the second counterclaim of the Defendant Dempsey Pump Company, it is adjudged that claims 1, 2, 3, 4 and 6 of United States Letters Patent No. 1,907,951, and claim 34 of United States Letters Patent No. 2,051,220, and claims 1, 4, 5, 6, 7, 8 and 9 of United States Letters Patent No. 2,081,223, and claims 21, 22, 23, 24, 25 and 26 of United States Letters Patent No. 2,473,864 are invalid at law.

5. Upon the prayer of the Defendant Dempsey Pump Company for equitable relief, the Plaintiffs are permanently enjoined from claiming, alleging, asserting, whether by legal action before any court or by publication, letter, statement or other representation, that the Defendant Dempsey Pump Company by the manufacture, use or sale of its deep well hydraulic pump infringes or has infringed any of the patent claims hereinbefore adjudged to be invalid at law. The said Plaintiffs further are enjoined, for the period and time during which Plaintiff Kose, Inc. shall continue to monopolize commerce between the several states in the manufacture and sale of deep well hydraulic pumps for oil wells, and during the period that it shall assert and exert to its exclusive benefit the several patents and patent rights formerly accumulated in Koko Corporation and now, with additions,

held by Plaintiff, Kobe, Inc., from commencing, maintaining or prosecuting any action upon or arising out of the patent rights held by said Plaintiff respecting deep well fluid actuated pumps for oil wells against Dempsey Pump Company and Specialty Sales and Service, Inc., or either of them; and Plaintiffs are further enjoined for the same period from making or publishing any statement or representation to any purchaser or prospective purchaser of such equipment to the effect or purport that the said Defendants infringe any of the patents of Plaintiff Kobe, Inc. respecting such equipment, or that any such purchaser or prospective purchaser will infringe any such patent by the purchase or use of fluid actuated pumps for oil wells manufactured by the Defendant Dempsey Pump Company. Jurisdiction is hereby reserved to alter or modify the injunction granted, upon future application of the Plaintiff Kobe, Inc. accompanied by appropriate showing that it has purged itself of the monopoly herein adjudged to be in violation of law, or other change of condition requiring modification or discharge hereof.

6. Upon the counterclaim of the Defendant Specialty Sales and Service, Inc. the said Defendant shall have and recover of and from the Plaintiff Kobe, Inc. the sum of \$ 70,444.23 , together with interest at the rate of six per cent per annum from the date of this judgment until the same is paid, and shall further have and recover from the Plaintiff Kobe, Inc. the sum of \$ 5,000.00 , together with interest at the rate of six per cent per annum from the date of this judgment until the same is paid, as and for attorneys' fees pursuant to the terms of Title 15, U.S.C.A., Section 15.

7. Each of the Defendants shall have and recover costs against the Plaintiffs.

Dated at Tulsa, Oklahoma, this 23rd day of March, 1951.

*Loyce H. Savage*

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United States District Judge

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

UNITED STATES OF AMERICA, for the use of )  
The Chapman Valve Manufacturing Company, )  
a corporation, )

Plaintiff, )

v. )

No. 2600-Civil )

ZSCHACH CONSTRUCTION COMPANY, a corpora- )  
tion; POOL CONSTRUCTION COMPANY, a co- )  
partnership composed of Vernon L. Pool )  
and Jessie T. Pool, and WESTERN CASUALTY )  
& SURETY COMPANY, a corporation, et al, )

Defendants. )

NOBLE C. HOOD  
Clerk U. S. District Court

JOURNAL ENTRY OF JUDGMENT

On March 12, 1951, the above matter came on for further hearing on the cross-complaint of Sherman Machine & Iron Works, a corporation, the said cross-complainant appearing by its attorney, Edward E. Soule, the defendant Zschach Construction Company, a corporation, appearing by its attorneys, Smith & Rogers, and the defendants Pool Construction Company, a co-partnership composed of Vernon L. Pool and Jessie T. Pool, Western Casualty & Surety Company, a corporation, North American Casualty & Surety Reinsurance Corporation, and Excess Insurance Company of America appearing by their attorney, Clyde Watts. Said parties thereupon stipulated the correctness of the account stated in the amended cross-complaint of Sherman Machine & Iron Works and the adequacy of notice given to Pool Construction Company by the cross-complainant as required by 40 U.S.C.A. 270 B. The court, being fully advised in the premises, thereupon found said cross-complainant, Sherman Machine & Iron Works, to be entitled to judgment as prayed for in its amended cross-complaint. The defendant Pool Construction Company and its sureties thereupon moved the court to require the cross-complainant to proceed with execution against Zschach Construction Company before proceeding

against the other judgment debtors and the court found said motion to be well taken and that it should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. That the cross-complainant, Sherman Machine & Iron Works, a corporation, have and recover judgment jointly and severally against the defendants Zschach Construction Company, a corporation, Pool Construction Company, a co-partnership composed of Vernon L. Pool and Jessie T. Pool, Eastern Casualty & Surety Company, North American Casualty & Surety Reinsurance Corporation, and Excess Insurance Company of America in the sum of Seven Hundred Eighty-one Dollars (\$781.00), together with interest thereon at the rate of six per cent (6%) per annum from August 16, 1949, until paid, and for court costs.

2. That said judgment creditor shall first proceed by execution against Zschach Construction Company and in the event that execution is thereafter returned with said judgment still unsatisfied, then execution shall issue against the other judgment debtors abovenamed.

/s/ Royce H. Savage  
United States District Judge

O K

/s/ Roy C. Lytle

/s/ Edward E. Soule  
Attorneys for the cross-complainant,  
Sherman Machine & Iron Works, a corporation

O K

Smith & Rogers  
/s/ Remington Rogers  
Attorneys for the defendant, Zschach  
Construction Company, a corporation

O K

/s/ C. J. Watts  
Attorney for the defendants, Pool  
Construction Company, a co-partnership  
composed of Vernon L. Pool and Jessie  
T. Pool, Western Casualty & Surety  
Company, North American Casualty &  
Surety Reinsurance Corporation, and  
Excess Insurance Company of America

WILLIAM W. WALKER, JR.,  
Petitioner,

Petitioner,

v.

9771. 0. 2725

WALKER TRUST COMPANY,  
Defendant,

Defendants.

FILED

January 11, 1951

1951 JAN 11 1951

NOBLE C. HOOD  
Clerk U. S. District Court

On this 11th day of March, 1951, there was on an order bearing date of March 1, 1951, the application of the petitioner herein for a decree approving the account and/or reference report heretofore filed in this proceeding.

Whereupon, the court proceeded to hear and pass upon said application, the petition for condemnation, report of appraiser or referee, and all other matters herein, and finds that:

1. That each and all of the allegations of said petition for condemnation are true and correct and the said Walker Trust Company is entitled to receive the property hereinafter described for the use and purposes therein set forth.

2. That said petition for condemnation, and the report of the appraiser or referee under said petition, and the use of said lands in said lands were to be on, was not valid.

3. That the report of the appraiser or referee for the identification thereof in said petition for condemnation, and a statement of the estate and interest in said lands to be on said lands are in set forth herein.

4. That, upon the receipt of notice of said application, the said Walker Trust Company is entitled to the appointment of said appraiser or referee herein was served upon and the report of the appraiser or referee in said petition for condemnation is hereby approved and ordered by the court.

... State District Court that the return as filed by the United States Marshal was correct, and that the same are in accordance with law; that the said Marshal's notices and applications of the judgments, as filed herein, are in all respects in accordance with the law in such cases and the said notices and applications are hereby approved by this court.

... The court holds that the court reporter or referees appointed here-  
to to appraise and fix the damages occasioned by the sale of the estates  
in the lands involved in this proceeding, duly qualified and sworn  
to file herein their oath of office as such, and also duly qualified as mis-  
tioners or referees, after inspection of the records and consideration  
of the damage sustained occasioned by the sale of said estates in said  
lands, filed their report herein on the 24th day of November, 1921, wherein  
they find the said damage at value of the estates taken, and all dam-  
ages to be paid thereon, if any, as to the lands are particularly  
designated and described as follows, to-wit:

TRACT NO. 1 (201-11.2)

Perpetual easement

A strip of land 100 feet in width in the NE 1/4 of Sec.  
16, T. 21 N., R. 17 W. of the Indian area and Territory in  
Lincoln County, Oklahoma, the center line of which is  
described as follows, to-wit:

beginning at a point in the said boundary of said  
1/4 of Sec. 16, 200 feet west of the southeast corner thereof;  
thence in a northwesterly direction to a point in the  
north boundary of said 1/4 of Sec. 16, 200 feet east of the  
northwest corner thereof.

TOTAL AMOUNT OF DAMAGES TO BE PAID BY THE UNITED STATES MARSHAL (SEE STATE  
DAMAGES TO BE PAID BY THE UNITED STATES MARSHAL) \$ 70.00

TRACT NO. 2 (201-11.7)

Perpetual easement

A strip of land 100 feet in width in the NE 1/4 of Sec.  
16, T. 21 N., R. 17 W. of the Indian area and Territory in  
Lincoln County, Oklahoma, the center line of which is  
described as follows, to-wit:

beginning at a point in the west boundary of said 1/4  
of Sec. 16, 200 feet north of the southeast corner thereof;  
thence in a northwesterly direction to a point in the north  
boundary of said 1/4 of Sec. 16, 200 feet east of the north-  
west corner thereof.

IN SENATE, APRIL TWENTY-NINE, 1934. (P. 11) MAY  
A BILL FOR THE REPEAL OF AN ACT OF MARCH TWENTY-ONE,  
1931, CHAP. 112, AND FOR OTHER PURPOSES. . . . . 55.00

That the report and proceedings are in all respects regular and in accordance with the law and order of this court.

6. The court further (30) days have elapsed since the filing of the report of commissioners or referees herein, and no decision for jury trial was pending, and the defendants have filed in this cause their written acceptance of said commissioners' or referees' report and that said report of commissioners or referees filed herein should be confirmed and approved in every respect.

7. The court further finds that the just compensation for the estate taken herein for the tracts herein described as found by the report of commissioners or referees is final just compensation in the total amount of 105.00.

8. The court further fully considers the petition for condemnation and all proceedings and herein, and the provisions of sec. 1 of the act of April 2, 1901 (31 Stat. 137); sec. 12 to 15, inclusive, of the act of December 25, 1902 (32 Stat. 34); and sec. 1 of the act of May 21, 1908 (35 Stat. 112) is of the opinion that the Grant, heretofore authorized, 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 affirmed to be in truth and in fact a public purpose and use within the meaning and purpose of the above recited acts of Congress.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the report of commissioners or referees filed herein be final and the damages sustained as set out and found in said report of commissioners or referees herein-shown set forth, be full and just compensation for the taking of said estate in the lands hereinabove described.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the estate taken for public use, and all of the tracts above described, is a perpetual right, privilege and franchise to erect, operate and maintain a line or lines of poles, wires and structures for the transmission of electric energy; also the



UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT  
OF OKLAHOMA.

Interstate Commerce Commission, )  
Plaintiff, )  
vs. )  
John W. Presley, doing business )  
as Security Trucking Company. )  
Defendant. )

No. 2614 Civil

FILED  
MAR 2 1951

NEDELS C. HOOD  
Clerk U. S. District Court

ORDER EXTENDING INJUNCTION

This matter coming on for hearing this 27th day of March, 1951, and Whit Y. Manzy, Esquire, United States Attorney, and Louis I. Dailey, attorney for the Interstate Commerce Commission, appearing for the plaintiff, and William Brunson, Esquire, appearing for the defendant, and the Court having considered the petition for an extension of the injunction, the testimony of witnesses, and the statements of counsel, has made its findings of fact which are on file with the Clerk of this Court. Pursuant to such findings of fact, the Court concludes that the injunction should be extended for a period of six months.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the injunction entered in this cause on March 30, 1950, be and it is hereby extended until October 1, 1951, on which date it will automatically expire unless prior to that time the Interstate Commerce Commission, plaintiff, shall apply to this Court for an extension thereof and shall submit to this Court proof to show that the defendant herein has failed, or is again failing, to comply therewith.

That John W. Presley, defendant, be and he is hereby taxed with the additional costs incurred by reason of the extension proceeding, for which let execution issue.

AND IT IS SO ORDERED.

Approved for entry:

Whit Y. Manzy  
Whit Y. Manzy, U. S. Atty.

Roy W. H. Savage  
JUDGE

Louis I. Dailey  
Louis I. Dailey, Atty. Gen.  
for the Plaintiff

W. Z. Brunson  
William Brunson, Attorney  
for the Defendant.