

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

J. E. TALLEY,

Plaintiff

-vs-

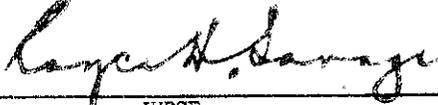
HAROLD RIDENHOUR and
LOUIS MOSER

Defendants

NO. 2821 CIVIL

O R D E R

NOW on this 6th day of March, 1951, for good cause shown,
the above-captioned cause is remanded to the District Court within
and for Tulsa County, State of Oklahoma.



JUDGE

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

Eddie Edwards,

Plaintiff,

-vs-

William Edward Davis, Jr.,

Defendant.)

No. 2731-Civil

O R D E R

WOLFE C. SCOTT
U. S. District Court

NOW, On this 10th day of April, 1951, the above entitled matter coming on for hearing upon the stipulation of the parties for dismissal with prejudice and it appearing to the court that the plaintiff in consideration of the sum of Six Hundred Fifty Dollars (\$650.00) has settled his first cause of action out of court and that the plaintiff in consideration of the defendant dismissing his cause of action asserted in his cross petition, has settled his second cause of action out of court and that the parties have filed their written stipulation herein for dismissal with prejudice to new causes of action at the cost of the defendant but without attorney's fees to either side, and the court being well and sufficiently advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED that plaintiff's first and second causes of action and defendant's cause of action asserted in his cross petition be and the same are hereby dismissed with prejudice to new actions at the cost of the defendant but without attorney's fees to either side.

Royce H. Savage
Judge

APPROVED:
[Signature]
Marta, Oklahoma
Attorney for Plaintiff

[Signature]
Miami, Oklahoma

[Signature]
Miami, Oklahoma

[Signature]
Miami, Oklahoma
Attorneys for Defendant.

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

B. J. DEWEY,)
Plaintiff,)
vs.) Civil Action No. 2733
ENEAS MURRAY, DAVID BEAVER)
and J. E. ARCHER,)
Defendants.)

JUDGMENT AND DECREE

W. T. H. H. H. H.
Clark U.S. District Court

This cause having come on regularly to be heard on the 8th day of March, 1951, and the plaintiff, B. J. Dewey, appearing by her attorney, Merrick A. Whipple, Esquire, of Tulsa, Oklahoma, and the defendants, Eneas Murray, David Beaver and J. E. Archer, appearing by their attorney of record, J. S. Severson, Esquire, of Tulsa, Oklahoma, and the defendants, David Beaver and J. E. Archer, also appearing in person; and the court having tried said cause upon its merits; and the court having heard the arguments of counsel for the respective parties litigant, and being well and fully advised in the premises is of the opinion that judgment should be rendered herein for plaintiff upon the first cause of action of her complaint, as amended, and that there should be a dismissal of plaintiff's second cause of action of her complaint, as amended, for the reasons stated in the findings of fact and conclusions of law made by the court and filed of record.

THEREFORE, it is

ORDERED, ADJUDGED AND DECREED, that the plaintiff's said second cause of action be, and the same is hereby dismissed; and the plaintiff shall take nothing thereunder; and it is further

ORDERED, ADJUDGED AND DECREED, that the plaintiff be, and she is hereby declared to be vested with an indefeasible fee simple title in and to the lands situate in Tulsa County, State of Oklahoma, and described as follows, to-wit:

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

OSCAR ROSEN,

Plaintiff,

vs.

GATEWAY LUGGAGE MANUFACTURING
COMPANY, a partnership, et al.,

Defendants.

Civil Action
No. 2793.

FILED

NOBLE C. HOOD
Clerk U. S. District Court

ORDER DISMISSING ACTION ON MOTION OF PLAINTIFF

This cause came on to be heard on plaintiff's motion for a voluntary dismissal of the action, and it appearing that defendants have not pleaded any counterclaim against plaintiff, and that said defendants will not be prejudiced or inconvenienced by such dismissal, IT IS ORDERED that the action be, and is hereby, dismissed, with prejudice.

Dated this 10th day of April, 1951.



JUDGE

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

JOSEPH FISH, an infant under the)	
age of twenty-one years, by his)	
mother and next friend, MARY FISH,)	
)	
)	Plaintiff
)	
vs.)	
)	
ISA BIRNBAUM, et al.,)	
)	
)	Defendant

No. 2807
Civil

ORDER DISMISSING ACTION ON MOTION OF PLAINTIFF

This cause came on to be heard on plaintiff's motion for a voluntary dismissal of the action, and it appearing that the defendant has not pleaded any counter claims against the plaintiff, and that the defendant will not be prejudiced or inconvenienced by such dismissal:

IT IS, THEREFORE, ORDERED that the action be and it is hereby dismissed, with prejudice.

DATED this 9th day of April, 1961.

Raymond L. ...
District Judge

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

Charles Eaton,

Plaintiff,

vs.

Norman-Frank, Incorporated,
Jack Farmer's Auto Sales,
and Ray I. Collins,

Defendants.

No. 2812 Civil

FILED

NOBLE C. HOOD
Clerk U. S. District Court

STIPULATION FOR DISMISSAL

It is hereby stipulated and agreed by and between the parties to this action that the plaintiff, Charles Eaton, may and he does hereby dismiss the above styled and numbered action with prejudice to the bringing of a future action.

Dated this 31st day of March, 1961.

Charles Eaton
Plaintiff

C. Lawrence Elder
Counsel for Plaintiff

R. D. Hudson
Counsel for Defendants

IT IS HEREBY ORDERED that the above styled and numbered cause of action be dismissed with prejudice, this 11th day of April, 1961.

Wayne H. Savage
U. S. District Judge

rdh/mnr

3/31/61

507

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Number 2843 Civil.

Mary Ella Taylor, the Heirs,
Executors, Administrators,
Devises, Trustees and Assigns,
Immediate and remote, of Wynn
Taylor, deceased; and the
State of Oklahoma,

Defendants.

FILED

1951

WALTER C. HOOD
Clerk U. S. District Court

ORDER OF DISCONTINUANCE

Now, on this 14th day of April, 1951, it being represented to the court by the plaintiff that the defendant, Mary Ella Taylor, has heretofore paid the Treasurer of the United States the following sums: Principal, \$105.00 interest, \$3.69; and court costs, \$2.90, and the same being payment in full, and the court finding that said court costs are the correct amount of court costs due, and upon application of the plaintiff,

IT IS, THEREFORE, ORDERED that said cause or action be dismissed as to the defendants, with prejudice to any future action.



DISTRICT JUDGE.

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

VALLEY STEEL PRODUCTS COMPANY,
a corporation, Plaintiff)
-vs-)
TEXAS NATURAL GASOLINE CORPORATION,
a corporation, Defendant)

No. 2785 - Civil

JOURNAL ENTRY OF JUDGMENT

MOBIL C. ROOP
Clerk U. S. District Court

This cause came on regularly for trial before the Court on the 20th day of March, 1950, plaintiff, Valley Steel Products Company, appearing by its counsel, Joe Shidler, and the defendant, Texas Natural Gasoline Corporation, appearing by its counsel, George S. Downey. All parties announced ready for trial and introduced their evidence and rested, and the Court having heard the evidence and argument of counsel, finds:

FINDINGS OF FACT

1. That on February 4th 1950, by its purchase order, Defendant ordered 40,000 feet of 4" G.D. new invasion pipe from Plaintiff for use in its products line from its Benedict natural gasoline plant near Rankin, Texas; that under the terms of said purchase order, among other things, the pipe was subject to defendant's inspection and rejection and was to be subjected to 200 pounds hydrostatic pressure test or its equivalent.
2. That the inspection was of minor consideration and a joint by joint test prior to laying the pipe into the pipe line was not contemplated by the parties.
3. That the pipe, when laid, was inferior and did not withstand the specified pressure nor could it reasonably be made to do so, nor did it withstand the specified pressure for which it was warranted, nor could it reasonably be made to do so; that said pipe was not fit for use in a line transporting gasoline.
4. That defendant, after said tests, rejected said pipe and immediately notified plaintiff thereof.

5. That defendant, under its cross-petition contended that on February 20, 1951 the parties entered into an agreement for the furnishing of 25,000 feet of other and different pipe at different prices for use in said contemplated pipe line, but that said alleged contract was not sufficiently established as to exact date of shipment or damages proved with sufficient certainty and that said arrangement was cancelled by defendant before any substantial portion of said pipe had been shipped or received.

CONCLUSIONS OF LAW

1. That the breach of warranties by plaintiff entitled defendant to rescind its purchase of invasion pipe; that defendant, after testing, rejected said pipe and rescinded said contract, and plaintiff is entitled to take nothing by its action herein.

2. Damages for breach of warranty or contract must be proved with such reasonable certainty as the nature of the case permits. Defendants proof of damages was not sufficient, and defendant is entitled to take nothing by its counterclaim herein.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff take nothing by its petition herein, and recovery thereon is denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendant take nothing by its counter-claim filed herein, and recovery thereon is denied.

IT IS FURTHER ORDERED that plaintiff be charged with all costs herein expended.

Dated, ordered and entered, this 9 day of April, 1951.

/s/ T. BLAKE KENNEDY
DISTRICT JUDGE

APPROVED:

/s/ JOE SHIDLER
Attorney for Plaintiff

/s/ GEORGE S. DOWNEY
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

United States of America,)
Plaintiff,)
vs.) Number 2856 Civil.
Frank Maggard,)
Defendant.)

ORDER OF DISCONTINUANCE

Now, on this 12th day of April, 1951, there being represented to the court by the plaintiff that the defendant, Frank Maggard, has heretofore paid to the Treasurer of the United States the following sums:

Principal..... \$65.00
Interest..... 57.71
Court Costs..... 32.40,

the same being payment in full, and the court finding that said court costs are all the court costs due, and upon application of the plaintiff,

IT IS, THEREFORE, ORDERED, that said cause of action be dismissed as to the defendant, with prejudice to any future action.

Royce H. Savage
District Judge.

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

MRS. C. W. MINNICK,

Plaintiff,

vs.

BEATRICE FOODS COMPANY,
a corporation,

Defendant.)

No. 2811-Civil

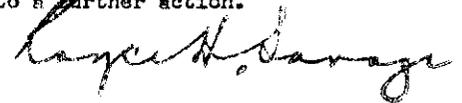
FILED

NOBLE O. MOORE
Clerk U. S. District Court

O R D E R

Now on this 17th day of April 1951 this matter coming on to be heard, upon the motion of the plaintiff to dismiss the above cause with prejudice to a further action, and the Court being advised that this matter has been fully settled and compromised.

IT IS, THEREFORE, ORDERED that the said cause be and the same is hereby dismissed with prejudice to a further action.



United States District Judge.

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

American Casualty Company
of Reading, Pennsylvania,
a corporation,

Complainant,

vs.

Tri-State Insurance Company,
a corporation; James Haumpy;
Mary Haumpy; James H. Thompson;
Lonnie Eugene Allen; and
L. D. Laughlin,

Defendants.

No. 2652-C.

RECORDED & INDEXED
Clerk U. S. District Court

JOURNAL ENTRY OF JUDGMENT

On this 23 day of April, 1951, this cause comes on before the undersigned for formal entry of judgment.

After full consideration of the pleadings, the stipulation of facts filed by the parties, the evidence introduced at the trial on January 11, 1951, and the briefs filed by counsel, the Court finds for the plaintiff in conformity with findings of fact and conclusions of law filed herein on this date.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, American Casualty Company, have judgment declaring that it was under no duty or obligation to defend the suits brought by James Haumpy and Mary Haumpy and is not obligated to reimburse Tri-State Insurance Company for any expenditures made by it in defending said suits or in settling the claims and suits of James Haumpy, Mary Haumpy and Mary C. Giles, administratrix.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant Tri-State Insurance Company is not entitled to recover against American Casualty Company by reason of its cross-petition.

IT IS FURTHER ORDERED that plaintiff have judgment against Tri-State Ins. Co., for its costs in this behalf expended.

/s/ ROYCE H. SAVAGE
District Judge.

IN THE UNITED STATES DISTRICT COURT,
NORTHERN DISTRICT OF OKLAHOMA

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3 W. F. GREELY,

4 Plaintiff,

5 vs.

Civil Action No. 2813.

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7 ROY J. MELINDER,

8 Defendant.

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ROBERT C. HANCOCK
Clerk U.S. District Court

J U D G M E N T

This cause coming on for rendition of judgment, and it appearing to the Court that the same was regularly set upon the pre-trial docket for hearing on April 17, 1951, and plaintiff being present by his counsel of record, and defendant not being present in person or by counsel and having defaulted, and defendant further having filed an answer admitting the indebtedness sued upon ^{and} asking that the court fix a reasonable attorney's fee under the provision of the note sued upon, and the plaintiff having presented and introduced before the court the original promissory note referred to in plaintiff's petition, and now the Court being advised in the premises and having adjudged the defendant to be in default,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff to have and recover against the defendant the sum of \$8,804.00, together with interest at the lawful rate of six per cent (6%) per annum from this date, and his costs of action, and that the plaintiff have execution therefor.

Dated this 23rd day of April, 1951.


District Judge

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

MARY CASHMAN,

Plaintiff

vs.

TULSA CITY LINES, INC.,
a corporation, et al.

Defendants

No. 2864 Civil

O R D E R

SEAL OF COURT
United States District Court

The motion of Mary Cashman, plaintiff in the above entitled cause, to remand the same to the District Court of Tulsa County, Oklahoma, coming on for hearing this the 18th day of April, 1951, pursuant to regular setting and the Court having heard the argument, of counsel and being fully advised, upon consideration finds that said motion should be sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the motion of the plaintiff to remand this cause to the District Court of Tulsa County, Oklahoma, be and the same is hereby granted and this cause be and the same is hereby remanded to the District Court of Tulsa County, Oklahoma for further proceedings, the cost of said removal to be taxed against the moving defendant.

(5) *Foyce H. Savage*
Judge, United States District Court

Copy of the foregoing order mailed to Messrs. Rucker and Tabor
April ^{21st} ~~20th~~ 1951.

T. Austin Gavin

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

ROSA C. SMITH,

Plaintiff,

-vs-

ROSE WLODAWER,

Defendant.

No. 2857

JOURNAL ENTRY

NOBLE C. FLOOD
Clerk U. S. District Court

This cause came on for trial on this 25th day of April, 1951, pursuant to agreement of the parties, at which time the plaintiff appeared by her attorneys, Green, Farmer & Woolsey, and Sam D. Glass, by J. B. Bailey, and the defendant appeared by her attorney, David H. Sanders. Both sides in open Court waived their right to trial by jury, whereupon the Court proceeded to try this cause, and after being fully advised in the premises, and after having heard statement and argument of counsel of parties hereto, finds that this Court has jurisdiction of the parties hereto and of the subject matter hereof, and further finds all the issues in favor of the plaintiff and against the defendant, and finds that by the fault of defendant, plaintiff has sustained damages in the sum of \$1750.00, and is entitled to a judgment therefor.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, ROSA C. SMITH, have and recover a judgment of and from the defendant, ROSE WLODAWER, for the sum of \$1750.00 and for costs, and for all of which let execution issue.

Walter H. ...

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

APPROVED:

GREEN, FARMER & WOOLSEY and SAM D. GLASS

By: *H. B. [unclear]*
Attorneys for Plaintiff

David H. Sanders
DAVID H. SANDERS

Attorney for Defendant

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

I, the undersigned, the duly elected, qualified and acting Clerk of the United States District Court within and for the Northern District of Oklahoma, hereby certify that the above and foregoing is a full, true and complete copy of the JOURNAL ENTRY entered in said cause and further certify that said judgment has been spread of record in the journals of said Court and that said judgment has been paid, satisfied and released of record.

In witness whereof, I have hereunto set my hand and fixed the seal of my office at Tulsa, Oklahoma, this 25th day of April, 1951.

NOBLE C. HOOD, Clerk U. S. District Court

By: _____
Deputy

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

BESS I. CHIFFIN,
vs.
WILSON & CO., I. C.,
Plaintiff,
Defendant.)
No. 2728-Civil

FILED
APR 11 1931

ORDER OF DISMISSAL

NOBLE C. HOOD
Clerk U. S. District Court

Plaintiff having filed a dismissal with prejudice,
the cause having 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.

W. H. Wallace
District Judge

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

FILED

APR 10 1951

ROBERT L. CHIEFKA,

vs.

Plaintiff,

WILSON & COMPANY, INC.,

Defendant.

No. 2729-Civil

NOBLE C. HOOD
Clerk U. S. District Court

ORDER ON DISMISSAL

Plaintiff having filed a dismissal with prejudice,
the cause having 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.

[Signature]
District Judge

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

GEORGE W. BALDWIN,

PLAINTIFF,

-vs.-

FRANCIS B. ERTEL,

DEFENDANT.

No. Civil - 2827

O R D E R

WYLLIE C. BROWN
Clerk U. S. District Court

Now on this _____ day of May, 1951, this matter coming on to be heard, upon the motion of the plaintiff to dismiss the above cause with prejudice to a further action, and the Court being advised that this matter has been fully settled and compromised,

IT IS, THEREFORE, ORDERED that the said cause be and the same is hereby dismissed with prejudice to a further action.

United States District Judge

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

NORA E. WILLIAMS,)
Plaintiff,)
)
vs) NO. 2527
)
THE PRUDENTIAL INSURANCE COMPANY OF)
AMERICA,)
Defendant,)

DISMISSAL WITH PREJUDICE

ROBERT L. STEWART
Clerk of the District Court

COMES NOW the Plaintiff, Nora E. Williams and with the approval of the Court first obtained, hereby dismisses the above styled and numbered cause with prejudice and at the costs of the Plaintiff, said case having been compromised and settled by and between the parties thereto.

Nora E. Williams
Plaintiff

[Signature]
Attorney for the Plaintiff

O.K. AS TO FORM:

(5) [Signature]
Attorney for the Defendant

The within and foregoing dismissal with prejudice by the Plaintiff is hereby approved, this 5th day of May, 1951.

(5) [Signature]
JUDGE

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

Berry Asphalt Company, a Corporation,)
)
)
 Plaintiff,)
)
 vs.) No. 2851 Civil
)
 W. J. Booth d/b/a Booth Construction Company,)
)
 Defendant.)

FILED
MAY 1951

WOBLE C. MOOD
Clerk U. S. District Court

STIPULATION FOR DISMISSAL

It is hereby stipulated and agreed by and between the parties to this action that the plaintiff, Berry Asphalt Company, a Corporation, may and it does hereby dismiss the above styled and numbered action with prejudice to the bringing of a future action, at the cost of the defendant.

Dated this 5th day of May, 1951.

Attorney for Berry Asphalt Co.

Attorney for W. J. Booth dba
Booth Construction Company

IT IS HEREBY ORDERED that the above numbered and styled cause of action be dismissed with prejudice this _____ day of May, 1951.

U. S. District Judge

rdh/nir

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

FEDERAL DEPOSIT INSURANCE CORPORATION

Complainant

vs.

No. 2612

J. F. POLONE, R. F. POLONE and
REX POLONE,

Defendants

ORDER OF DISMISSAL

NOEL J. WOOD
Clerk U. S. District Court

Now, on this 14 day of May 1951, it appearing to
the court that the plaintiff herein has filed its voluntary
dismissal of its cause of action against the defendants with
prejudice, and that the defendant J. F. Polone, has filed
herein his voluntary dismissal of his cross-claim heretofore
filed in said action with prejudice,

ORDERED, that the above entitled cause be and the same
is hereby dismissed with prejudice at the cost of the plaintiff
and that the cross-claim heretofore filed in said cause by the
defendant, J. F. Polone, be and the same is hereby dismissed with
prejudice.

Royce E. Savage

District Judge

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

BEN F. WEST, Administrator
of the Estate of Frank B. West,
deceased,

vs.

MACHINE PRODUCTS COMPANY, Inc.,
Defendant.

Plaintiff,

No. 2695-Civil

FILED

RECEIVED 1951
District Court

JOURNAL ENTRY OF JUDGMENT

This cause came on for hearing on this 14th day of May, 1951, before the Honorable Judge Royce Savage, plaintiff appearing by and through his attorney, Leslie W. Webb, the defendant appearing by and through its attorneys, Truman H. Tucker and Joseph A. Sharp, the deposition of Mrs. Hilda W. West, widow of the deceased, being introduced into evidence, along with the affidavit of Ben F. West, administrator, the court being fully advised in the premises, finds that the compromise settlement of \$2,000.00 is fair and equitable, and being advised that all parties concerned desire the same to be approved, adjudges and decrees that the plaintiff recover of and from the defendant the sum of \$2,000.00, and the costs of the action expended herein.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the plaintiff recover of and from the defendant the sum of \$2,000.00, and the costs of the action herein expended.

14 Royce H. Savage
District Judge

APPROVED AS TO FORM

Leslie Webb
Attorney for Plaintiff

APPROVED AS TO FORM

Attorney for Defendant

IN RE: [Illegible Name]
Debtor.

[Illegible text]

[Illegible text]

FILED

NOV 14 2017

NOBLE C. HOOD
Clerk U. S. District Court

[Illegible text]

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UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA.

United States Fidelity and Guaranty)
Company,)
)
Plaintiff,)
)
vs.) No. 2783 Civil
)
The United States of America,)
Major Louis L. De Noya, an Individual,)
& First National Bank & Trust Company,)
a Banking Corporation,)
)
Defendants.)

ORDER DISMISSING CAUSE

W. H. HOOVER
U. S. District Court

By Motion of the plaintiff to dismiss
this cause on the grounds and for the reason that the matter has
been amicably settled between the parties, the Court does hereby
dismiss this cause as to all the parties.

W. Royce H. Savage
JUDGE OF THE UNITED STATES COURT

BWT:mc

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

VERNIE E. SMITH,

Plaintiff,

-vs-

CLINTON BENJAMIN SMITH,

Defendant.

No. 2799

ORDER

For a good cause shown, leave is hereby given to Vernie E. Smith, complainant in the above entitled case to dismiss his action against Clinton Benjamin Smith, with prejudice to future action. Clinton Benjamin Smith is hereby given leave to dismiss his cross-complaint against Vernie E. Smith, with prejudice to future action.

Signed this 14 day of May, 1951.

15: 3, 1951 * 1951

RCT:kg

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

MYRL SMITH,

Plaintiff,

-vs-

CLINTON BENJAMIN SMITH,

Defendant

No. 2800

O R D E R

For a good cause shown, leave is hereby given to Myrl Smith, complainant in the above entitled case to dismiss her action against Clinton Benjamin Smith, with prejudice to future action.

Signed this 14 day of May, 1951.

Gene R. May
Judge

RCT:kg

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 Osage
County, Oklahoma; The United States
of America; et al.,
Defendants.

Civil No. 2808

W. C. BOON
Chief U. S. District Court

ORDER AMENDING ROUTE OF TRANSMISSION LINE ACROSS THE NORTHWEST
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 21 NORTH, RANGE 10 EAST.

Now on this the 14th day of May, 1951, This matter comes on
for hearing by consent of all parties concerned; and the Court's
attention is invited to the Written Application for This Order here-
tofore Filed on the 30th Day of April, 1951,

And this Court is respectfully informed that The Osage
Indian Agency at Pawhuska, has written the United States District
Attorney for this Northern District of Oklahoma to the effect that
Since the Cost of the Right of way and Easement herein Condemned
was based on the number of Poles, Anchor Wires, etc., situated on
the land; and Since the proposed change therein would not increase
the number of structures or down-wires on the property; that said
Osage Indian Agency had no objection to the proposed alteration of
the route of the Transmission Line, and being thus fully advised in
the premises, it is therefore,

ORDERED, ADJUDGED, AND DECREED THAT the right of way and
easement herein condemned, and the route of the electric transmission
line constructed thereon, be altered and changed so that its Western
Terminus on the Tract in the Title Above Described be located at a
point 891 feet south of the Northwest corner of said Tract; That the
Eastern Point of Commencement of said Transmission line across said
tract remain as shown on the plat attached to the petition, at a
point 679 feet south of the North east corner of said tract; and That
only the same number of Poles, Structures, and down guys or anchor
wires be used as the original plans called for.

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

U. S. DISTRICT COURT
SOUTHERD DISTRICT OF TEXAS

JOHN W. WILSON, JR.,
a corporation,
Plaintiff

vs.

JOHN W. WILSON, JR.,
a corporation,
Defendant

Civil No. 278

RECORDED

JAN 10 1969

NOBLE C. HOOD
Clerk U. S. District Court

On this 15th day of May, 1968, the cause came on for hearing pursuant to agreement of the parties. Plaintiff appears by its attorneys of record, and defendant appears by its attorneys, Paul Ross Messa, Texas, et al. vs. J. Hill Bellus, Texas. Both parties announce ready for trial and waive a jury and the cause proceeds to trial before the court. Thereupon, the parties advised the court that they had arrived at an agreement for a judgment to be entered hereinafter consent, and desired the court to examine and approve said agreement and enter judgment thereon.

Plaintiff thereupon moved to dismiss its second cause of action and it is so ordered. Plaintiff's third and second cause of action be dismissed with prejudice.

The Court thereupon examined the stipulation of settlement and considered same in the light of the law's established by precedents herein cited and the intention of the parties, and being fully advised of the premises, the Court thereupon its administration of justice and in this case so ordered and that an agreed judgment be entered thereon as shown.

In this case, the Court found that the plaintiff has retained its cause of action and the same shall be entered seventy-seven dollars and no cents, which shall be the net amount due to the defendant. It is so ordered.

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

EUGENE F. FOWLER)
)
 Plaintiff,)
)
 vs.) No. 2754
)
 JACK MELTON MOORE,)
)
 Defendant)

NOBIE C. HOON
Clerk U. S. District Court

JOURNAL ENTRY OF JUDGMENT

Now on this 2nd day of May, 1951, appeared the plaintiff in person and by his attorneys of record, and also appeared the defendant and his attorney of record. And both sides having agreed that this cause could be consolidated with cause No. 2755, styled Margaret Fowler vs. Jack Melton Moore, for the purpose of trial, and both sides having announced ready, this cause was tried before a jury of twelve good men, duly impaneled and sworn well and truly to try the issues joined by the plaintiff and defendant and a true verdict render according to the evidence.

And now on this 3rd day of May, 1951, this cause having been continued from May 2nd, said jury continued to hear the evidence, the charges of the court, and the argument of counsel. Upon conclusion of said cause said jury found the issues for the plaintiff, Eugene F. Fowler and fixed the amount of his recovery for Three Thousand (\$3000.00) Dollars.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Eugene F. Fowler, have and recover from the defendant, Jack Melton Moore, the sum of Three Thousand (\$3000.00) Dollars, together with the costs of this action.

W. B. Wallace
Judge of U. S. District Court.

OK and copy acknowledged.
George S. Jones
Chas. Hudson
Attorneys for Plaintiff
Wm. S. Sigley
Attorney for Defendant.

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

MARGARET FOWLER,)
)
 Plaintiff,)
)
 vs) No. 2755
)
 JACK MELTON MOORE,)
)
 Defendant)

NOBLE C. HOOD
Clark U. S. District Court

JOURNAL ENTRY OF JUDGMENT

Now on this 2nd day of May, 1951, appeared the plaintiff in person and by her attorneys of record, and also appeared the defendant and his attorney of record. And both sides having agreed that this cause could be consolidated with cause No. 2754, styled Eugene F. Fowler vs. Jack Melton Moore, for the purpose of trial, and both sides having announced ready, this cause was tried before a jury of twelve good men, duly impaneled and sworn well and truly to try the issues joined by the plaintiff and defendant and a true verdict render according to the evidence.

And now on this 3rd day of May, 1951, this cause having been continued from May 2nd, said jury continued to hear the evidence, the charges of the court, and the argument of counsel. Upon conclusion of said cause, said jury found the issues for the plaintiff, Margaret Fowler, and fixed the amount of her recovery for Three Thousand (\$3000.00) Dollars.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Margaret Fowler, have and recover from the defendant, Jack Melton Moore, the sum of Three Thousand (\$3000.00) Dollars, together with the costs of this action.

W. B. Wallace
Judge of U. S. District Court

OK. and copy acknowledge
George B. Bowers
Attorneys for plaintiff
Draper C. Brisby
Attorney for defendant.

Tracts Nos. 1644 and 1675 (comb)

agreed value. \$ 2,700.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said amounts are final in all respect as to the fair, cash, market value of said tracts of land, including interest and all damages of whatsoever nature

Rayce H. Savage
JUDGE

C. H.
UNITED STATES OF AMERICA, Petitioner
by Walter L. Harris
Trial Attorney-Dept. of Justice

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

UNITED STATES OF AMERICA,

Petitioner

-vs-

94.16 acres of land, more or less,
situate in Hayes County, Oklahoma,
and Clyde H. Harlbert, et al,

Respondents

No. 2791-Civil

FILED

MAY 15 1951

NOBLE C. GOOD
Clerk U. S. District Court

ORDER FIXING TITLE

Now on this 14th day of May, 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 full fee simple title in and to the lands involved in this proceeding, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipe lines, was, at the time of taking by the petitioner, vested as follows, to-wit:

-70

Tract No. 1473

Part of Lots 2 and 3 described as: Beginning at a point 165', more or less, North of the southeast corner of the northeast 9.97 acres of Lot 3, thence Northwesterly on a straight line to a point 165' East of the northwest corner of Lot 2; thence East to West bank of Grand Neosho River, thence southeasterly along said West bank to a point on East line of Section 27, thence South along said East line to point of beginning, in Section 27, Township 19 North, Range 19 East of the Indian Base and Meridian, situate in Mayes County, Oklahoma, containing 10.58 acres, more or less.

Title vested in Clyde H. Hurlbut and Beatrice Hurlbut

Tracts Nos. 1644 & 1675-Combined

Lot 1, and northeast 10.00 acres of Lot 4, and West 17.68 acres of Lot 4, in Section 13, Township 19 North, Range 18 East of the Indian Base and Meridian; and

West 5.00 acres of northeast 10.50 acres of Lot 4, and northwest 2.50 acres of southeast 10.50 acres of Lot 4, in Section 7, Township 19 North, Range 19 East of the Indian Base and Meridian;

all situate in Mayes County, Oklahoma, containing 72.72 acres, more or less.

Title vested in Lonnie L. Liggins and Angeline Liggins, all subject to mortgage to United States of America, acting by and through the Secretary of Agriculture

Tract No. 1923

Southeast Quarter of Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 12, Township 20 North, Range 19 East of the Indian Base and Meridian, situate in Mayes County, Oklahoma, containing 10.00 acres, more or less.

Title vested in Ella Mae Grass Toolate and Nelson Toolate - 1/3; Isaac Grass and Anna B. Grass - 1/3; and Louise Grass Jones and L. E. Jones - 1/3

Tract No. HR-1777-A

A tract of land in the Southwest Quarter (SW $\frac{1}{4}$) of Section 29, Township 20 North, Range 19 East of the Indian Meridian, described more particularly as follows: Beginning at a point 1710', more or less, West and 40', more or less, South of the center of said Section 29, said point being on line of existing right-of-way; thence South 25', more or less; thence East 200' to a point; thence on a curve to the right whose angle is 34° 01' 20" and whose radius is 1382.39' for a distance of 532', more or less, to a point 990', more or less, West and 178', more or less, South of the said center of said section, thence North 114', more or less, to a point on the South right-of-way line of the existing State Highway No. 33, thence Northwesterly and West along south line of existing right-of-way to the point of beginning, in Section 29, Township 20 North, Range 19 East of the Indian Base and Meridian, in Mayes County, Oklahoma, containing 0.86 acre, more or less.

Title to be determined later

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.

Royce H. Savage
JUDGE

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

STANOLIND OIL AND GAS COMPANY,
a corporation,

Plaintiff

vs.

A. J. PETTIGROVE and
DEATON & SONS, INC.,
a corporation,

Defendants

Civil No. 2794

1951

1951

NOBLE C. HOOD
Clerk U. S. District Court

J U D G M E N T

This cause comes on for hearing on this 15th day of May, 1951, pursuant to agreement of the parties. Plaintiff appears by its attorneys of record, and the defendant, Deaton & Sons, Inc., appears by its attorneys, Paul Moss of Odessa, Texas, and Curtis E. Hill of Dallas, Texas, and the defendant, A. J. Pettigrove, appears by his attorneys, Hudson, Hudson & Wheaton of Tulsa, Oklahoma, and Kight and Brainard of Claremore, Oklahoma. All parties waive trial by jury and agree to an immediate trial to the court and said cause proceeds to trial to the court.

Thereupon, the parties present to the court a stipulation settling their differences herein, whereby it is stipulated and agreed that plaintiff is entitled to have and recover from the defendants, jointly and severally, the aggregate sum of One Hundred Twenty-five Thousand (\$125,000.00) Dollars, and said stipulation is approved by the Court as fair, just and reasonable, and IT IS ORDERED that an agreed judgment be entered thereon.

From the depositions on file herein and from the admissions of the parties, the Court finds that the defendant, Deaton & Sons, Inc., paid directly to A. J. Pettigrove and to Ajax Engineering Company, a partnership of which the said A. J. Pettigrove was a member, in order to obtain the contracts set out below, the sums of money appearing opposite the respective job designations, to-wit:

Slaughter	\$30,000.00
South Fullerton Temporary	12,500.00
Olysses (Stano) #1	70,549.99
Olysses (Stano) #2	10,000.00
Levelland	20,000.00
Fullerton Final	10,000.00
North Cowden	12,000.00

making total payments in connection with said contracts of One Hundred Sixty-four Thousand Eight Hundred Forty-nine and 99/100 Dollars (\$164,849.99).

The Court finds that at the time such payments were made, the defendant, S. J. Pettigrove, was a trusted employee of the plaintiff, and, under well-established legal principles, said payments represent excess costs or over-charges in the contract prices of said respective jobs, and the plaintiff is entitled to recover said sums as a reduction in the costs of the respective jobs.

The Court finds, however, that plaintiff by way of compromise settlement has agreed to accept the return of 75.8384% of each payment set out above, resulting in a return of cost to the various projects in the following amounts:

Slaughter	\$22,751.52
South Fullerton Temporary	9,479.80
Ulysses (Stano) #1	53,332.71
Ulysses (Stano) #2	7,583.84
Levelland	15,167.68
Fullerton Final	7,583.84
North Cowden	9,100.61

The Court finds that plaintiff has retained in its hands the sum of Eighty Thousand Nine Hundred Seventy-seven and 53/100 Dollars (\$80,977.53) which would be due to the defendant, Deaton & Sons, Inc., on the North Cowden contract except for the offsetting claims of plaintiff in this action and another action appearing on the docket of this Court as Stanclind Oil and Gas Company v. Deaton & Sons, Inc., No. 2724, in which case a judgment has heretofore been entered under the terms of which Fifty-five Thousand Nine Hundred Seventy-seven and 53/100 Dollars (\$55,977.53) of said retained funds have been applied in payment and satisfaction of said judgment, leaving a balance of said retained funds in the sum of Twenty-five Thousand Dollars (\$25,000.00) which should be applied and credited on the judgment of the plaintiff herein.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the plaintiff credit on its claims against the defendants herein the sum of Twenty-five Thousand Dollars (\$25,000.00) remaining in said retained funds, and in addition,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the plaintiff have judgment against the defendants, A. J. Pettigrove and Deaton & Sons, Inc., jointly and severally, for the sum of One Hundred Thousand Dollars (\$100,000.00) on plaintiff's cause of action set forth herein, making a total of One Hundred Twenty-five Thousand Dollars (\$125,000.00) to be returned to plaintiff as a reduction in the costs of the respective projects as above set forth. For said remaining balance due plaintiff in the sum of One Hundred Thousand Dollars (\$100,000.00), let execution issue.

IT IS FURTHER ORDERED that each of the parties hereto pay their respective costs.

Raye H. Savage
DISTRICT JUDGE

O.K. as to form:

Monty M.

W. J. Jackson
Attorneys for Plaintiff
W. J. Hill
C. J. Jones

Attorneys for Defendant,
Deaton & Sons, Inc.

Raymond B. Brinson

W. J. Hill
Attorneys for Defendant,
A. J. Pettigrove

IN SENATE, January 16, 1951.

Walter J. Brown,
Plaintiff,
-vs-
The American, Nevada and Santa
Fe Railway Company, a corporation,
Defendant.

No. 1842.

FILED

JAN 16 1951

NOBLE C. HOOD
Clerk U. S. District Court

ORDER OF DISMISSAL

On or about 16 day of Jan, 1951,
it appeared in open court that plaintiff filed a motion
to set aside the above entitled order, and the court after
consideration made that said motion should be dis-
missed.

It is further ordered that the
cause be and the case is hereby dismissed with prejudice
at the cost of the plaintiff.

Walter J. Brown
Dated.

Walter J. Brown
by Walter J. Brown
Attorney for Plaintiff

Walter J. Brown
Walter J. Brown
Attorney for Defendant.

5844

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

HELMERICH & PAYNE, INC.,
A CORPORATION,

PLAINTIFF,

vs.

LOUIS H. MARTIN, L. BENNETT,
AND RANDALL DRILLING COMPANY,
INC., A CORPORATION

DEFENDANTS

No. 2862-CIVIL

FILED

MAY 16 1951

NOBLE C. HOOD
Clerk U. S. District Court

ORDER DISMISSING ACTION WITH PREJUDICE

NOW, ON THIS THE 16th DAY OF MAY A.D., 1951, THE SAME BEING
A REGULAR JUDICIAL DAY OF THE Regular Term 1951 TERM OF THE ABOVE INDICATED
COURT, THE -

MOTION OF PLAINTIFF TO DISMISS THIS ACTION
WITH PREJUDICE,

COMING ON REGULARLY FOR HEARING, AND THE COURT BEING FULLY ADVISED IN
THE PREMISES, AND FINDS THAT SAID MOTION SHOULD BE SUSTAINED;

N O W, T H E R E F O R E

IT IS HEREBY ORDERED THAT THE ABOVE ENTITLED CAUSE BE, AND THE
SAME IS HEREBY DISMISSED WITH PREJUDICE TO FURTHER ACTION, AND AT PLAINTIFF'S
COSTS.

DATED THIS THE 16 DAY OF MAY A.D., 1951, AT TULSA, OKLAHOMA.

Handwritten signature of Louis H. Martin

Handwritten signature of Noble C. Hood

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

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

ENEAS MURRAY,

Plaintiff

vs.

BEN NICHOLAS BEAVER, LOUISE BEAVER,
W. O. ROBERTS, Area Director,
LARKIN BAILEY, and ST. LOUIS AND SAN
FRANCISCO RAILROAD COMPANY, commonly
known as "Frisco",

Defendants

UNITED STATES OF AMERICA,

Intervener

and

ELSIE S. BAILEY,

Intervener

No. 2716-Civil

DECREE UPON SEPARATE FINDINGS OF FACT AND
CONCLUSIONS OF LAW

Upon the Findings of Fact and Conclusions of Law filed herein
by this court;

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED that the claim
of the plaintiff be and the same is hereby denied and dismissed at his
costs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that
the defendant, Larkin Bailey, and Intervener, Elsie S. Bailey, are the
owners and in quiet peaceable possession of the following described real
estate in Tulsa County, Oklahoma, to-wit:

All of the West Half (W/2) of Southwest Quarter
(SW/4) except the East 175 feet lying South of the
St. Louis and San Francisco Railroad right of way;
all of the Northeast Quarter (NE/4) of the Southwest
Quarter (SW/4) lying South of the St. Louis and San
Francisco Railroad right of way; the North Half (N/2)
of Southeast Quarter (SE/4) of Southwest Quarter (SW/4)
and Southwest Quarter (SW/4) of Southeast Quarter
(SE/4) of Southwest Quarter (SW/4) of Section Twenty-five
(25), Township Twenty (20) North, Range Thirteen (13)
East of the Indian Base and Meridian, containing 105.05
acres, more or less,

together with all improvements thereon and appurtenances thereunto belong-
ing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that
the title of Larkin Bailey and Elsie S. Bailey in and to the above described

real estate be and the same is hereby quieted as against the plaintiff,
Eneas Murray, and defendants, Ben Nicholas Beaver, Louise Beaver, St. Louis
and San Francisco Railroad Company, and the Intervener United States of
America.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that
the plaintiff, Eneas Murray, and the defendants, Ben Nicholas Beaver, Louise
Beaver, St. Louis and San Francisco Railroad Company, and Intervener United
States of America, and any and all persons acting under or by virtue of
any authority from them, or any of them, be and they are hereby perpetually
enjoined from asserting any right, title or interest in, to, or concerning
the above described real estate as against the defendant, Larkin Bailey,
and intervener, Elsie S. Bailey, their heirs, assigns or legal representa-
tives.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that
all costs of this proceeding be and the same are hereby taxed against the
plaintiff herein; to all of which the plaintiff objects.

Dated this 17th day of May, 1951.

APPROVED AS TO FORM:

J. S. Severson
J. S. Severson
Attorney for Plaintiff

[Signature]
Judge

APPROVED:

Merrick A. Whipple
Merrick A. Whipple
Attorney for defendants, Ben Nicholas Beaver and Louise Beaver

Walt Y. Mauzy
Walt Y. Mauzy
United States District Attorney
Attorney for defendants, Ben Nicholas Beaver, and Intervener
United States of America

SPILLERS & SPILLERS

By G. C. Spillers
G. C. Spillers
Attorneys for defendant, Larkin Bailey, and Intervener, Elsie S. Bailey

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

ERSKINE STANBERRY,

Plaintiff,

vs.

BENJAMIN S. TRAXTON,

Defendant.

No. 2670 Civil

NOBLE J. HENRY
Clerk of the District Court

J U D G M E N T

On this 4th day of May, 1951, came plaintiff in person and by her attorney, Paul Pinson, and also came the defendant in person and by his attorney, H. M. Crowe, Jr., and this cause came on for trial in its regular order before a jury of twelve good men, who being duly empanelled 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 argument of counsel upon their oaths say,

"We, the jury in the above entitled case, duly empaneled and sworn, upon our oaths find for the defendant.

Walter Emery
Foreman"

It is therefore considered, ordered and adjudged by the court that the said plaintiff have and recover nothing from the said defendant, and that the defendant shall have his costs as properly taxed by the Clerk of Court, for which let execution issue.

Approved as to form:

Paul Pinson
Attorney for Plaintiff

H. M. Crowe, Jr.
Attorney for Defendant

Royce H. Savage
Judge of the District Court

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

NEED NAMEER,

Plaintiff,

vs.

No. 2863 Civil

MAXINE TRAVIS,

Defendant.

ORDER DISMISSING CAUSE

MADE IN ROOM
COURT HOUSE DISTRICT COURT

Now on this 18th day of May, 1951, the plaintiff filed herein, her application to withdraw her motion for a new trial, heretofore filed in said cause, and represents to the court that this case and plaintiff's claim herein has been settled by agreement between the parties and plaintiff moves that said cause be dismissed.

IT IS THEREFORE, HENEBY ORDERED, ADJUDGED AND DECREED by the court that the motion for a new trial filed on behalf of the plaintiff herein, be, and the same is hereby withdrawn, and this cause is hereby dismissed.

Raymond H. Savage

Judge of the United States District Court

Clara Williams

O.K. Attorney for Plaintiff

PIERCE, RUCKER & TABOR

BY: *Robert L. Rucker*

O.K. Attorney for Defendant

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

Western Casualty and Surety
Company, a Corporation,

Plaintiff,

vs.

Pacific Employers Insurance
Company, a Corporation,

Defendant.

2667
No. ~~2660~~ Civil

FILED

APR 10 1951

ROGER C. HOOD
Clerk U. S. District Court

JOURNAL ENTRY OF JUDGMENT

This cause came on for trial on March 10, 1951, at which time the plaintiff introduced its evidence and announced that it rested its cause. Thereupon the defendant, Pacific Employers Insurance Company, a Corporation, interposed its motion to dismiss plaintiff's case, which motion was by the court overruled. The defendant declined to introduce any evidence and moved for judgment upon the evidence introduced by plaintiff, which motion was likewise by the court overruled.

The court then announced that it would take under advisement the decision of this cause and would prepare findings of fact and conclusions of law. The court did then prepare said findings of fact and conclusions of law, finding and concluding that the defendant under the facts and under the law should have judgment. Pursuant to said findings and conclusions,

IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff take nothing and that the defendant have judgment herein and for its costs expended.

C. K.

Henry Kolbus
Attorney for Plaintiff

B. D. Hudson
Attorney for Defendant

W. B. Wallace
U. S. District Judge

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

FEDERAL DEPOSIT INSURANCE CORPORATION,
Plaintiff

vs.

H. B. WILLIAMS,

Defendant

No. 2828 Civil

FILED

MAY 19 1951

NOBLE C. ARNOLD
Clerk U. S. District Court

JOURNAL ENTRY

This cause coming on to be heard on this the 18th day of May 1951, being one of the regular court days of this court, and having been regularly set on the motion docket of this day, on the motion of plaintiff for judgment by default, and plaintiff being present by its counsel, T. Austin Gavin and Allen E. Barrow, and the defendant appearing not, and the Court finding that said defendant has been regularly served with process as by law provided, and that upon this date he appears not, and that accordingly said defendant is in default and Complainant is entitled to judgment by default, as in said motion and its original petition set forth; thereupon said defendant having been called three times in open court and coming not,

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that Complainant Federal Deposit Insurance Corporation be and it is hereby decreed to be entitled to judgment and judgment is accordingly decreed to it for the recovery of the sum of \$600.00 together with interest thereon at the rate of 10% per annum from the 10th day of June until paid, and for the further sum of \$27. together with interest thereon at the rate of 10% per annum from the 10th day of November, 1948.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that complainant shall be and it is hereby decreed to be entitled to the sum of \$76 together with interest at the rate of 6% per annum from date as and for an attorney's fee, for all of which let execution issue.

Royce H. Savage
Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.) Number 2852 Civil.
)
 Estell Kelly, being the same as)
 Estell Webber,)
)
 Defendant.)

of the U. S. District
Court in the Northern District

JUDGMENT

Now, on this 24th day of May, 1951, there coming on for hearing the above entitled action, and the plaintiff appearing by Whit T. Guzy, United States Attorney, and Joan W. McCune, Assistant U. S. Attorney, for the Northern District of Oklahoma, and the defendant, Estell Kelly, being one and the same person as Estell Webber, appearing not, and the court having heard the evidence offered on behalf of the plaintiff and having examined the files, finds:

That said defendant did, on May 27, 1947, make, execute and deliver to the Oklahoma Gasco Co. a written promissory note in the sum of \$655.39, in accordance with the provisions of the Federal Housing Administration Act, which note was thereafter duly assigned to the plaintiff under the terms of said act, and that there is now due and owing upon said note to the plaintiff the sum of \$533.06, with interest thereon at the rate of Six (6%) per cent from October 10, 1947, for which the plaintiff is entitled to judgment.

The Court further finds that said defendant was duly served with summons more than twenty (20) days prior to this date and is wholly in default, that the defendant is not in the military service of the United States of America, and that plaintiff has filed herein a proper affidavit of non-military service.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that plaintiff have judgment against the defendant, Estell Kelly, being the same person as Estell Webber, for the sum of \$533.06, with interest thereon at the rate of 6% per annum from October 10, 1947, and for its costs.

Boyle H. Beving
Boyle H. Beving, District Judge.

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

UNITED STATES OF AMERICA,

Petitioner

vs.

430 acres of land, more or
less, situate in Osage County,
Oklahoma, and H. and H. Supply
Company, a corporation, and
H. Waggoner,

Respondents

No. 2000 - Civil

FILED

WALTER C. WOOD
Clerk U. S. District Court

JUDGMENT ON THE VERDICT AND ORDER OVERRULING
MOTION FOR NEW TRIAL

This cause coming on for trial before me, Royce H. Savage, Judge of the said court, on this the 14th day of February, 1951, and petitioner appearing by and through Curtis P. Harris, trial attorney for the Department of Justice, and the respondents appearing in person and by and through their attorneys, Spillers & Spillers, and both sides having announced ready for trial, and a jury having been duly impaneled and sworn, the parties introduced evidence, and thereafter court was adjourned until the following day; and NOW on this 15th day of February, 1951, the trial continued and further evidence was introduced and both sides rested, and the jury, having heard the argument of counsel and being instructed by the court, retired to consider their verdict, and thereafter returned into open court their verdict, which, omitting the formal parts thereof, read as follows:

We, the jury in the above entitled case, duly impaneled and sworn, upon our oaths find the total fair cash market value on June 2, 1950, of the estate taken was \$49,000.00.
/s/ H. J. Cunningham, Foreman.

to the verdict of the jury the respondents, and each of them, objected, and filed a motion for a new trial.

AND NOW on this 6th day of April, 1951, this cause coming on for hearing before the court upon the respondents' motion for a new trial, and the court having heard argument of counsel and being fully advised in the premises finds that the said motion should be overruled, to which the respondents objected.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the respondents' motion for a new trial be and the same is hereby overruled, to which the respondents objected.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment be, and the same is hereby rendered upon the verdict of the jury as above out, and the fair, cash, market value of the lands involved herein and the estate taken therein by petitioner, being all the right, title and interests of the H. and H. Supply Company and of H. Waggoner in and to the lands, which interests are vested in them by virtue of three leases, each executed under date of 17 December 1930, by the Osage Tribe of Indians in Oklahoma in favor of the Charles Petroleum Corporation and each subsequently assigned under date of 15 April 1946, to H. and H. Supply Company and H. Waggoner, all as fully set out and described in the Petition for Condemnation filed herein, is hereby fixed at the total sum of Fifteen Thousand and No/100 Dollars (\$15,000.00), to which the respondents objected.

The court further finds that the United States of America has heretofore deposited with the clerk of this court in this proceeding the sum of \$84,607.00, which was disbursed to and upon the request of the respondents.

The court further finds that the petitioner should have judgment against the respondents, and each of them, for the difference between said sum and the respondents' judgment against the petitioner for \$15,000.00 hereinabove set forth, to-wit: the sum of \$69,607.00, with interest thereon at the rate of 6% per annum from and after the 6th day of April, 1951, to which the respondents objected.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the petitioner, The United States of America, have and recover judgment of and from the respondents, H. and H. Supply Company and H. Waggoner in the sum of \$69,607.00, with interest thereon at the rate of 6% per annum from the 6th day of April, 1951, until fully paid and satisfied, to which the respondents objected.

Dated this 25 day of May, 1951.

Rayce H. Savage
Judge

U.S.

UNITED STATES OF AMERICA, Petitioner

BY Curtis F. Harris
Trial Attorney, Department of Justice

O. K. AS TO FORM:

SPILLERS & AFFIDAVIT

BY G. C. Spillers, Jr.
G. C. Spillers, Jr.

Attorneys for respondents

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

COMMERCIAL AIRPORT, INC.,
a Kansas Corporation

PLAINTIFF,

vs.

COMMERCIAL AIRPORT, INC.,
an Oklahoma Corporation,
P. H. STOWELL and MAX C. COHEN

DEFENDANTS.

No. CIVIL 2732

HUGHES C. FORD
Clerk U. S. District Court

ORDER APPROVING SPECIAL MASTER'S SALE
AND ALLOWING DEFICIENCY JUDGMENTS

Now, on this 25 day of May, 1951, the above matter comes on for hearing on motion of plaintiff to confirm sale of stock and lease and leasehold promises made by Special Master under special execution and order of sale issued in this court and cause, and to allow deficiency judgments against the judgment debtors, and motion of Commercial Airport, Inc., to allow it a deficiency judgment against P. H. Stowell and

and plaintiff was present by W. B. Hagleton, one of its attorneys, Commercial Airport, Inc., was present by its attorney, Max C. Cohen. P. H. Stowell was present by his attorney, Hughley Baker, *J. C. Spillers*.

The court having examined the proceedings of W. B. Colley, as Special Master under the special execution and order of sale, finds that said sale was performed in all respects in conformity to law and order of this court.

IT IS HEREBY SO ADJUDGED by the court that the said sale and proceedings be and the same are hereby confirmed and approved.

IT IS FURTHER ORDERED That the Clerk of this Court is hereby directed to make entry on the Journal of the Court that the Court is satisfied with the legality of said sales.

IT IS FURTHER ORDERED That said Special Master shall make, execute and deliver to Central Production Co., Inc., assignment and conveyance of the 930 shares of stock held by F. M. Stowell in Commercial Airport, Inc., (evidenced by Certificates numbered 10 and 15.)

IT IS FURTHER ORDERED That said Special Master make and execute and deliver to said Central Production Co., Inc., the purchaser, a good and sufficient conveyance and assignment of the lease and leasehold premises so sold to it.

THE COURT FURTHER ORDERS That issuance of writ of Assistance by the Clerk of this Court commanding the United States Marshal for the Northern District of Oklahoma forthwith to oust all persons in possession of said leasehold premises and to place Central Production Co., Inc., in full possession of said leasehold premises, to-wit:

The certain contract of lease dated June 30, 1949, by and between Jeanne B. Morrall, as lessor, and Commercial Airport, as lessee, covering the following described lands situated in Tulsa County, Oklahoma: The Southeast Quarter (SE/4) and the South Half (S/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section Thirty-three (33), Township Nineteen (19) North, Range Thirteen (13) East, containing 100 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 83 ft.,
and any additions and improvements thereto.

Steel hangar, known as Hangar #2, 100 ft. x 83 ft.,
together with any improvements and additions thereto.

Steel hangar, known as Hangar #3, used as repair and service operations, approximately 100 ft. x 83 ft.,
together with any additions and improvements thereto.

Steel hangar, known as Hangar #4, 100 ft. x 83 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, improve-
ments, appurtenances and property now located on and

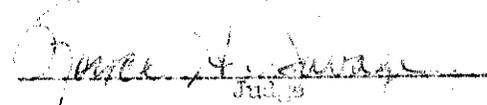
that may be hereafter constructed on said lease premises and which may constitute a part of said lease and leasehold estate.

Together with all rights, easements and privileges in and to.

IT IS ORDERED That Central Production Co., Inc., have a deficiency judgment against A. N. Stowell for the sum of Thirty-six Thousand, Seven Hundred Fifty (\$36,750.00) Dollars, together with interest thereon at the rate of ten per centum (10%) per annum from August 15, 1950 and for Three Thousand, Five Hundred Ten (\$3,510.00) Dollars as attorneys fees and for costs accrued and accruing, less the sum of Five Thousand (\$5,000.00) Dollars, which is credited on said judgment this date by reason of the sale of the 930 shares of Commercial Airport, Inc., stock, which sale is herewith approved.

IT IS FURTHER ORDERED That Central Production Co., Inc., have a deficiency judgment against Commercial Airport, Inc., for the sum of Thirty-six Thousand, Seven Hundred Fifty (\$36,750.00) Dollars, together with interest thereon at the rate of ten per centum (10%) per annum from August 15, 1950, and for the sum of Three Thousand, Five Hundred Ten (\$3,510.00) Dollars as attorneys fees and for costs accrued and accruing in this cause, less the sum of Five Thousand (\$5,000.00) Dollars credited this date thereon by reason of the sale of the 930 shares of Commercial Airport, Inc., stock, and less the further sum of Thirty Thousand, Two Hundred Fifty (\$30,250.00) Dollars this date credited thereon by reason of the sale of the Commercial Airport, Inc., lease and leasehold premises, which said sales are herewith approved.

If and when the Central Production Co., Inc., has been paid in full its deficiency judgment against Commercial Airport, Inc., then and thereupon, and without more, the remaining deficiency judgment in favor of Central Production Co., Inc., against A. N. Stowell, if any, shall immediately and thereupon, and without more, vest in and belong to Commercial Airport, Inc.


James H. Jones
Judge

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

UNITED STATES OF AMERICA,

Petitioner

vs.

110.00 acres of land, more or less,
situate in Creek County, Oklahoma,
and Ernest R. Anolis, et al,

Respondents

No. 2786-Civil

FILED

MAY 25 1951

NOBLE C. HOOD
Clerk U. S. District Court

ORDER FIXING TITLE

Now on this 25th day of May, 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, save and except the oil and gas minerals therein, reserving to the owners thereof the right of ingress and egress for the purposes of drilling for and producing said oil and gas in a careful and lawful manner; and further subject to existing easements for public roads and highways, public utilities, railroads and pipe lines, was, at the time of taking by the petitioner, vested as follows, to-wit:

Tract No. B-17

Northeast Quarter of Southeast Quarter ($NE\frac{1}{4} SE\frac{1}{4}$) of Section 23, Township 17 North, Range 9 East of the Indian Base and Meridian, situate in Creek County, Oklahoma, containing 40.00 acres, more or less.

Title vested in Merrie Kirschner and E. P. Kirschner

Tract No. B-67

North Half of Southeast Quarter of Southwest Quarter ($N\frac{1}{2} SE\frac{1}{4} SW\frac{1}{4}$), and East 5.00 acres of northeast 10.00 acres of Lot 4, and North 5.00 acres of southeast 10.00 acres of Lot 4, in Section 7, Township 17 North, Range 9 East of the Indian Base and Meridian, situate in Creek County, Oklahoma, containing 30.00 acres, more or less.

Title vested in heirs at Law of Henry Secrest and Leila Secrest, deceased

Tract No. B-89

East Half of Southwest Quarter of Southwest Quarter ($E\frac{1}{2} SW\frac{1}{4} SW\frac{1}{4}$), and East Half of East Half of Northwest Quarter of Southwest Quarter ($E\frac{1}{2} E\frac{1}{2} NW\frac{1}{4} SW\frac{1}{4}$), and East Half of Southeast Quarter of Southwest Quarter of Northwest Quarter ($E\frac{1}{2} SE\frac{1}{4} SW\frac{1}{4} NW\frac{1}{4}$), of Section 36, Township 18 North, Range 9 East of the Indian Base and Meridian, situate in Creek County, Oklahoma, containing 35.00 acres, more or less.

Title vested in Robert C. Standefer, Frances A. Standefer, J. Dale Standefer and Dorothy Standefer 1/2; Archie K. Wright 1/4; Heirs at Law of James M. Anthis, deceased 1/4.

Tract No. B-102

South Half of Northeast Quarter of Southeast Quarter ($S\frac{1}{2} NE\frac{1}{4} SE\frac{1}{4}$), and Northeast Quarter of Northeast Quarter of Southeast Quarter ($NE\frac{1}{4} NE\frac{1}{4} SE\frac{1}{4}$), and East Half of Northwest Quarter of Northeast Quarter of Southeast Quarter ($E\frac{1}{2} NW\frac{1}{4} NE\frac{1}{4} SE\frac{1}{4}$), of Section 6, Township 17 North, Range 10 East of the Indian Base and Meridian, situate in Creek County, Oklahoma, containing 35.00 acres, more or less.

Title vested in Pearl B. Jackson

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.

Rayce H. Swager

JUDGE

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

UNITED STATES OF AMERICA,)
)
) Petitioner)
)
 vs.)
)
 140.00 acres of land, more or less,)
 situate in Creek County, Oklahoma,)
 and Ernest R. Anthis, et al,)
) Respondents)

No. 2786-Civil

FILED

MAY 25 1951

NOBLE C. HOOD
Clerk U. S. District Court

J U D G M E N T

Now on this 25th day of May, 1951, this matter comes on to be heard, and the Court, being fully advised, finds that option contracts, introduced in evidence, fix the value of certain tracts involved in this proceeding, as agreed upon by and between the petitioner herein, and the respondent owners of said tracts and that said option contracts and agreed values should be confirmed and approved in every respect by this Court.

The Court further finds that deposits have heretofore been made under a Declaration of Taking filed herein and that no deficiencies or over deposits exist as to said tracts.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said option contracts and agreed values be, and the same are hereby, confirmed and approved in every respect by this Court as to the following tracts of land and in the following amounts, to-wit:

<u>Tract No. B-17</u>	
Agreed Value.	\$600.00
<u>Tract No. B-67</u>	
Agreed Value.	\$1500.00

Tract No. B-89

Agreed Value. \$1000.00

Tract No. B-102

Agreed Value. \$ 350.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said amounts are final in all respect as to the fair, cash, market value of said tracts of land, including interest and all damages of whatsoever nature.

Raymond H. Savage
JUDGE

O.K.
UNITED STATES OF AMERICA, Petitioner

By Curtis P. Harris
Trial Attorney - Department of Justice

UNITED STATES DISTRICT COURT FOR THE
NORTHWEST DISTRICT OF COLORADO

The United States of America,)
)
 Plaintiff,)
)
 vs.) Number 2041 Civil.
)
 Raymond F. Wohlford, et al,)
)
 Defendant.)

W. J. ...
 Clerk of the District Court

Now, on this 18th day of May, 1951, the above entitled cause coming on for trial, and the plaintiff appearing by this Honorable United States Attorney, and John E. ... Assistant U. S. Attorney, and the defendants appearing not, and the court, having heard the evidence of the plaintiff and having examined the files, finds that the defendants, Raymond F. Wohlford, being the same person as Raymond Wohlford, and Jewel ... Wohlford, being the same person as Jewel ... Wohlford, were duly served with summons herein more than twenty (20) days prior to this date, and, having failed to answer, appear, or plead, are in default.

The court further finds that plaintiff has filed a proper affidavit of non-military service, which is true.

The court further finds that said defendants did, on August 17, 1946, execute and deliver their written promissory note to the ... Trustee ... under the provisions of the Federal Housing Act, and that by the terms of said note said defendants agreed to pay to ... in 36 monthly installments, and that said note under the provisions of the Federal Housing Act was thereupon assigned to the plaintiff because of the default of the defendants; that said defendants ... in default in that they refused and failed to make any payments after August 18, 1949, and that by reason thereof the defendants are indebted to the plaintiff in the

sum of \$322.92, with interest thereon at the rate of six (6%) per cent per annum from May 21, 1950.

The Court further finds that said ^{Note} ~~note~~ was given for material furnished in making permanent improvements upon the land owned by said tenants, being the Southwest quarter of the Southwest quarter of the Southeast quarter (20, 20, 20) of Section 29, Township 26, Range 14, Washington County, Oklahoma, and that by reason thereof plaintiff is entitled to have execution levied upon said premises.

It is, therefore, ordered, adjudge and decreed by the Court that the plaintiff have judgment against the defendants, Raymond F. Wohlford, being the same person as Raymond F. Wohlford, and Jewell Lucene Wohlford, being the same person as Jewell L. Wohlford, sometimes known as Jewell Lucene Wohlford, in the sum of \$342.92, with interest thereon at the rate of six (6%) per cent per annum from May 21, 1950, and for its costs, and further directing the United States Marshal to levy execution upon the land owned by said defendants, being the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 29, Township 26, Range 14, Washington County, Oklahoma.


JOYCE H. SAVAGE
District Judge.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
Plaintiff,)
)
vs.) Number 2876 Civil.
)
)
Georgann B. Hopper, being the same as)
Georgann Banister Hopper,)
Defendant.)

SOON
COURT

J U D G M E N T

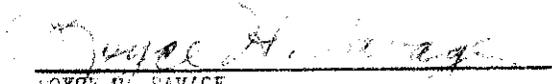
Now, on this 28th day of May, 1951, the above entitled action coming on for trial, plaintiff appearing by Euit I. Meazy, United States Attorney, and John C. McCune, Assistant U. S. Attorney, and the defendant appearing not, and the court, having heard the evidence of the plaintiff and having examined the files herein, finds that the defendant, Georgann B. Hopper, being the same person as Georgann Banister Hopper, was duly served with summons herein more than twenty (20) days prior to this date, and, having failed to answer, appear, or plead, is in default.

The Court further finds that the plaintiff has filed herein a proper affidavit of non-military service, which is true.

The Court further finds that said defendant did, on September 12, 1947, for a valuable consideration, make, execute and deliver to the F. H. Rogers Lumber Company, her written, promissory note, in accordance with the provisions of the Federal Housing Administration Act, and that by the terms of said note the defendant agreed to pay the sum of \$919.83 in thirty-six (36) monthly installments; that the defendant became in default upon said note by failing and neglecting to pay the monthly installments on said note, and that said note, in pursuance to the provisions of the Federal Housing Administration Act, was thereafter assigned to the plaintiff, and, by reason thereof, that the defendant became indebted to the plaintiff in the sum of \$639.92, with interest thereon at the rate of six (6%) per cent from July 10, 1948.

The Court further finds that said note was given for material furnished in making permanent improvements upon Lot 22 and the East ten feet (10') of Lot 21, all in Block 62, Original Town of Bristow, Creek County, Oklahoma, and, by reason thereof, the plaintiff is entitled to have execution levied upon the interest of said defendant in said premises.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THIS COURT that the plaintiff have judgment against the defendant, Georgann B. Hopper, being the same as Georgann Banister Hopper, in the sum of \$639.92, with interest thereon at the rate of six (6%) per cent per annum from July 10, 1948, and for its costs; and further directing the United States Marshal to levy execution upon the interest of said defendant in Lot 22 and the East ten feet of Lot 21, all in Block 62, Original Town of Bristow, Creek County, Oklahoma.


ROYCE B. SAVAGE
DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OKLAHOMA
Civil Action File No. 1841

SECURITIES AND EXCHANGE COMMISSION:

Plaintiff, :

v. :

PENNER OIL AND GAS, INC.
S. H. J. COX
OMAR FENNER
H. ROSS DRIGLON
IRVING STURMO.

Defendants. :

FINAL JUDGMENT
AS TO THE DEFENDANT
PENNER OIL AND GAS, INC.

PERMANENT INJUNCTION

RENEAR C. HOOD
Clerk of U. S. District Court

It appearing to the satisfaction of the Court from the plaintiff's verified complaint and the written stipulation and consent of the defendant Penner Oil and Gas, Inc. to the entry of a final judgment forthwith permanently enjoining it as demanded in the complaint, that the plaintiff is entitled to an injunction permanently enjoining the defendant Penner Oil and Gas, Inc. from selling securities in violation of Section 17(a) of the Securities Act of 1933, as amended, 15 U.S.C. 77 q(e) and it further appearing that unless enjoined, the said defendant will sell securities in violation of Section 17(a) of the aforesaid Act:

It is therefore ORDERED, ADJUDGED, AND DECREED on this the 29th day of May 1961, that the defendant Penner Oil and Gas, Inc. its officers, agents, employees, attorneys, successors, and assigns, and each of them, be, and they are hereby permanently enjoined from:

1. In the sale of capital stock of Penner Oil and Gas, Inc., or any other security, by the use of any means or instruments of transportation or communication in interstate commerce or by the use of the mails, directly or indirectly -

(a) Obtaining money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary to be stated in order to make the statement made, in the light of the circumstances under which it is made, not misleading, concerning:

- (1) The safety of an investment in the capital stock of Penner Oil and Gas, Inc. and the dividend returns to be anticipated thereon;
- (2) The amount of recoverable oil and net profit which could reasonably be anticipated by water flooding the company's block of leases comprising approximately 1,000 acres;
- (3) The productivity of the company's 70-acre lease in Hughes County, Oklahoma and the production status of wells situated in the immediate area of this lease;
- (4) The productivity of wells situated in the immediate area of the company's 200-acre lease in Pottawatomie County, Oklahoma;

- (5) The productivity of wells situated in the immediate area of the company's 280-acre lease in Pontotoc County, Oklahoma;
- (6) The amounts of recoverable oil and net profits which could reasonably be anticipated by water flooding the company's Martin, Ross and Chappell leases;
- (7) The suitability of the company's leases for water flooding;
- (8) The approval of the company's leases for water flooding by government reports published by the United States Geological Survey;
- (9) The applicability of statements made in government reports published by the United States Geological Survey to the leases held by the company;
- (10) The efficacy of the so-called "special process" employed by Jalmar Lytinen in locating oil wells;
- (11) The total returns either in dollars or in barrels which could reasonably be anticipated from the company's combined holdings;
- (12) The nondevelopment and proven unproductivity of major portions of the company's block of leases comprising approximately 1,000 acres, and of the company's Martin, Ross and Chappell leases;

- (13) The condemning of the company's block of leases comprising approximately 1,000 acres by Jalmar Lyytinen as offering no worthwhile possibility from the standpoint of recovering oil by water flooding;
- (14) The amount of stock of Penner Oil and Gas, Inc. issued and to be issued to S. E. J. Cox and other "insiders"

or any other untrue statements or omissions of similar purport or object.



UNITED STATES DISTRICT JUDGE

APPROVED:

Penner Oil & Gas Co
PENNER OIL AND GAS, INC.

By Mack Taylor
Mack Taylor, Fort Worth, Texas
Attorney of Record for Defendant
Penner Oil and Gas, Inc.

C. W. Aston
C. W. Aston
Attorney for Plaintiff

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

JOHN ISAACS and HALLET T. HAMILTON,)
)
 Plaintiffs,)
)
 vs.)
)
 FIRST NATIONAL BANK IN PAWHUSKA,)
 a corporation,)
)
 Defendants.)

Civil Action

No. 2651

ORDER DISMISSING SUIT ON
MOTION OF PLAINTIFFS

NEWELL G. HOOD
Clerk U. S. District Court

This cause coming on to be heard on the written motion of plaintiffs, John Isaacs and Hallet T. Hamilton, by their attorneys, John L. Arrington and Raymond L. Jones, to dismiss the above entitled cause, and the court having read said motion and having heard the attorneys for the parties hereto in open court, and being fully advised in the premises,

IT IS THEREFORE ORDERED that the above entitled cause be and the same is hereby dismissed without costs, all costs having been paid. Dated this 31st day of May, 1951.

ENTER: *James H. ...*
Judge

Approved:

John Isaacs

Hallet T. Hamilton

Plaintiffs

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Rorothy Young, Administratrix of the
Estate of Alma Edgar Puckett, deceased,
Plaintiff,
vs.
United States of America,
Defendant.

No. 2743 Civil

FILED
In Open Court

MAY 31 1951

O R D E R

NOBLE C. HOOD
Clerk U. S. District Court

This matter coming on for hearing this 31 day of May, 1951, upon the application of the plaintiff and the defendant, United States of America, for approval of a compromise settlement, the plaintiff appearing by her attorneys, Gilmer & Kennon, of Tulsa, Oklahoma, and the United States of America appearing by Whit Y. Wauzy, United States Attorney for the Northern District of Oklahoma, and the court after being fully advised in the premises finds:

That there has been instituted in this court an action by the plaintiff, the administratrix of the estate of Alma Edgar Puckett, deceased, in which action the plaintiff claims that Alma Edgar Puckett, deceased, was injured and his death occasioned as the result of the negligence of an employee of the United States of America, which employee was acting within the scope of his employment at the time of said injury to the said Alma Edgar Puckett, deceased, and in said action the plaintiff seeks judgment in the sum of \$7,323.25.

The court further finds that the plaintiff and the United States have stipulated to compromise and settle said cause of action and any and all damages arising as the result of the airplane accident occurring near the Municipal Airport at Tulsa, Oklahoma, on the 19th day of June, 1950, in which accident Alma Edgar Puckett, deceased, sustained injuries from which he died, by the United States of America paying to the plaintiff, administratrix of the estate of Alma Edgar Puckett, deceased, the sum of Thirty six hundred (\$3,600.00) dollars, said sum to be in full and complete satisfaction, settlement, compromise and payment of any and all injuries of every kind and character whatsoever and of any and all damages of any kind and character whatsoever sustained by the said Alma Edgar Puckett, deceased, and by his estate.

unless enjoined the defendants S.E.J.Cox, Omar Fenner, W. Ross Dudgeon and Irene Surmo will sell securities in violation of section 17 (a) of the aforesaid Act, and that judgment by default should be entered as against said defendants permanently enjoining them as demanded in the complaint, it is:

Therefore ordered, adjudged and decreed on this the 29th day of May 1951 that the defendants S.E.J. Cox, Omar Fenner, W. Ross Dudgeon and Irene Surmo, their agents, employes, attorneys, successors and assigns and each of them, be, and they are hereby permanently enjoined from:

1. In the sale of capital stock of Fenner Oil and Gas, Inc., or any other security, by the use of any means or instruments of transportation or communication in interstate commerce or by the use of the mails, directly or indirectly -

(a) Obtaining money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary to be stated in order to make the statement made, in the light of the circumstances under which it is made, not misleading, concerning:

- (1) The safety of an investment in the capital stock of Fenner Oil and Gas, Inc. and the dividend returns to be anticipated thereon;
- (2) The amount of recoverable oil and net profit which could reasonably be anticipated by water flooding the company's block of leases comprising approximately 1,000 acres;
- (3) The productivity of the company's 70-acre lease in Hughes County, Oklahoma and the production status of wells situated in the immediate area of this lease;
- (4) The productivity of wells situated in the immediate area of the company's 200-acre lease in Pontotoc County, Oklahoma;

- (5) The productivity of wells situated in the immediate area of the company's 280-acre lease in Pontotoc County, Oklahoma;
- (6) The amounts of recoverable oil and net profits which could reasonably be anticipated by water flooding the company's Martin, Ross and Chappell leases;
- (7) The suitability of the company's leases for water flooding;
- (8) The approval of the company's leases for water flooding by government reports published by the United States Geological Survey;
- (9) The applicability of statements made in government reports published by the United States Geological Survey to the leases held by the company;
- (10) The efficacy of the so-called "special process" employed by Jalmar Lyytinen in locating oil wells;
- (11) The total returns either in dollars or in barrels which could reasonably be anticipated from the company's combined holdings;
- (12) The non-development and proven unproductivity of major portions of the company's block of leases comprising approximately 1,000 acres, and of the company's Martin, Ross and Chappell leases;

(13) The condemning of the company's block of leases comprising approximately 1,000 acres by Jalmar Lyytinen as offering no worthwhile possibility from the standpoint of recovering oil by water flooding;

(14) The amount of stock of Penner Oil and Gas, Inc. issued and to be issued to S. E. J. Cox and other "insiders"

or any other untrue statements or emissions of similar purport or object.

It is further ordered that copies of this judgment be served on the defendants S. E. J. Cox, Omar Penner, W. Ross Dudgeon and Irene Surmo.

1 of Royce's Savings
UNITED STATES DISTRICT JUDGE

DATE:

May 29, 1951

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

CHAS. RYAN, JR., sole trader, doing)
business as Ryan Motor Company)
Plaintiff)

vs.)

F. B. SPANIOL and H. B. HALLMAN,)
individually and as co-partners)
doing business under the firm name)
and style of Spaniol Car Company,)
a co-partnership)
Defendants)

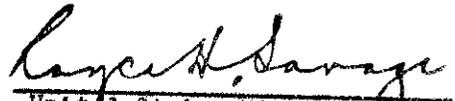
No. 2,659 - Civil

ROBERT C. EDWARDS
Clerk U. S. District Court

DECREE

In conformity with the findings of fact and conclusions of law filed herein, judgment is hereby entered for the defendants, and it is further adjudged that the defendants have and recover of and from plaintiff their costs herein expended.

DATED this 1st day of June, 1951.


United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Mamie Kerr, Administratrix of the
Estate of Amuel Kerr, deceased,

Plaintiff,

vs.

United States of America,

Defendant.

No. 2732 Civil

FILED
In Open Court

JUN 11 1951

ROBERT HOOD
Clerk U. S. District Court

O R D E R

This matter coming on for hearing this 1st day of June, 1951, upon the application of the plaintiff and the defendant, United States of America, for approval of a compromise settlement, the plaintiff appearing by her attorneys, Dyer and Powers, of Tulsa, Oklahoma, and the United States of America appearing by Whit Y. Mauzy, United States Attorney for the Northern District of Oklahoma, and the court after being fully advised in the premises finds:

That there has been instituted in this court an action by the plaintiff, the administratrix of the Estate of Amuel Kerr, deceased, in which action the plaintiff claims that Amuel Kerr, deceased, was injured and his death occasioned as the result of the negligence of an employee of the United States of America, which employee was acting within the scope of his employment at the time of said injury to the said Amuel Kerr, deceased, and in said action the plaintiff seeks judgment in the sum of \$45,571.56.

The court further finds that the plaintiff and the United States have stipulated to compromise and settle said cause of action and any and all damages arising as the result of the airplane accident occurring near the Municipal Airport at Tulsa, Oklahoma, on the 10th day of June, 1950, in which accident Amuel Kerr, deceased, sustained injuries from which he died, by the United States of America paying to the plaintiff, administratrix of the Estate of Amuel Kerr, deceased, the sum of Twenty Thousand Dollars (\$20,000.00), said sum to be in full and complete satisfaction, settlement, compromise and payment of any and all injuries of every kind and character whatsoever and of any and all damages of any kind and character whatsoever sustained by the said Amuel Kerr and by his estate.

The court further finds that the Attorney General of the United States by virtue of Title 28, U.S.C. Section 2677, has approved said compromise agreement.

The court, after hearing the statements of counsel and after being fully advised in the premises and after careful consideration of the stipulation of the parties, finds that said compromise and settlement, whereby the United States of America is to pay to the Administratrix of the Estate of Amuel Kerr, deceased, the sum of twenty thousand Dollars (\$20,000.00) is a just and reasonable compromise and settlement and should be approved by the court.

The court further finds that the Attorney General of the United States, pursuant to the stipulation filed in this cause relative to said compromise and settlement, leaves to this court the fixing of the attorney fees for the plaintiff, the Attorney General of the United States making no recommendation as to said attorney fees.

The court further finds that a reasonable attorney fee for plaintiff's attorneys would be the sum of \$3000.00.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the compromise offer and settlement whereby the Administratrix of the Estate of Amuel Kerr, deceased, is to receive from the United States of America the sum of \$20,000.00 in full and complete settlement of all claims for injuries and damages sustained by Amuel Kerr and his estate, be and the same hereby is approved.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that when the United States of America pays to the plaintiff the said sum of \$20,000.00 that this cause of action be dismissed with prejudice.

IT IS FURTHER ORDERED and DECREED that plaintiff's attorneys be and they are hereby allowed a fee in the sum of \$3000.00, the same being 15% of the amount paid by the United States of America to the plaintiff and that said attorneys fee is to be paid out of the \$20,000.00 paid by the United States to the plaintiff.

AND IT IS SO ORDERED.

Walter H. Savage
JUDGE

APPROVED:

J. B. Powers
Dyer & Powers
Attorneys for Plaintiff

Whit Y. Maury
Whit Y. Maury
United States Attorney for the
Northern District of Oklahoma
Attorney for Defendant

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

State of Oklahoma, et al
Mac G. Williamson, Attorney General
of the State of Oklahoma,

Petitioner

vs.

10.75 acres of land, more or less, in
Osage County, Oklahoma; the United
States of America; Simon Henderson,

Defendants

Civil No. 2720

FINAL ORDER CONFIRMING REPORT, PREPARED BY TITLE INSURANCE AND TRUST COMPANY, AND MAKING DISTRIBUTION OF MONIES FILED IN BOOK 10000
Page 21 District Court

Now on this 5th day of June, 1951, there comes on for hearing the application of the petitioner State of Oklahoma, et al Mac G. Williamson, Attorney General of the State of Oklahoma, for and under confirming the report of commissioners filed hereto on the 24th day of September, 1948, assessing plaintiff the sum of Fifteen Hundred Dollars (\$1500.00) for the value of the land taken and the amount of injury and damage done to the remainder of the land by reason of plaintiff's appropriation of the realty described in this proceeding for highway construction purposes and for a further order transferring the interests in the property sought by plaintiff in these proceedings to plaintiff and making distribution of the money deposited in the registry of the court; and it appearing to the court that the full amount of the award of commissioners, Fifteen Hundred Dollars, plus all costs, have been paid and that no exceptions have been filed or demand for jury trial made by any party, and that nothing further is to be done except to distribute the sum paid by petitioner as compensation, and it appearing that the ownership of the property taken is as set forth in petitioner's petition and as found by this court.

IT IS, THEREFORE, SO ORDERED, DECREED, ADJUDGED AND DECREED that the report of commissioners be, and the same be hereby confirmed in all respects,

including the allowance to the condemnation commissioners of the sum of thirty-three Dollars (\$33.00) per day each for the two days required by them to perform their duties, making a total of one hundred ninety-eight Dollars (\$198.00), which petitioner has paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sum of Fifteen Hundred Dollars (\$1500.00) paid by petitioner into the registry of this court shall be distributed by the clerk to the special disbursing Officer of the Osage Indian Agency at Pawhuske, Oklahoma, for the use and benefit of the trust exercised by the United States of America under the Department of the Interior for Simon Henderson, an Osage Indian.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that by these proceedings the State of Oklahoma has acquired the following described land for highway purposes, less mineral interests, to-wit:

(SEE NEXT PAGE)

TRACT I

A strip, piece or parcel of land lying in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, T22N, R 10 E, in Osage County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence West along the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 111.2 feet, thence S 62° 37'E a distance of 125.2 feet to a point on the East line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence North along said East line a distance of 57.6 feet to point of beginning.

Containing 0.05 acres, more or less, of new right-of-way, the remaining area included in the above description being the 16.5 foot Section line right-of-way.

TRACT II

A strip, piece or parcel of land lying in Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 19, T 22 N, R 11 E, in Osage County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SW corner of said Lot 2, thence North along the West line of said Lot 2 a distance of 94.5 feet, thence S 67° 37'E a distance of 205.4 feet to a point on the South line of said Lot 2, thence West along said South line a distance of 182.4 feet to point of beginning.

Containing 0.15 acres, more or less, of new right-of-way, the remaining area included in the above description being the 16.5 foot Section line right-of-way.

ALSO: A temporary easement for the purpose of constructing a ramp on the following described tract:

A strip, piece or parcel of land lying in Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 19, T 22 N, R 11 E in Osage County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the permanent North right-of-way line of State Highway No. 20, a distance of 131.1 feet Southeasterly of the point where said right-of-way line intersects the West line of said Lot 2, thence S 62° 37'E along said right-of-way line a distance of 60 feet, thence N 27° 23'E a distance of 25 feet, thence N 62° 37'W a distance of 60 feet, thence S 27° 23'W a distance of 25 feet to point of beginning.

Containing 0.03 acres, more or less.

TRACT III

A strip, piece or parcel of land lying in Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$) and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, T 22 N, R 11 E, in Osage County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NW corner of said Lot 3, thence South along the West line of said Lot 3 a distance of 29.4 feet, thence S 62° 37'E a distance of 440.9 feet, thence Southeasterly on a curve to the left, having a radius of 2914.8 feet a distance of 1188.6 feet, thence Southwesterly on a radius of said curve a distance of 10 feet, thence Southeasterly and Northeasterly on a curve to the left having a radius of 2924.8 feet a distance of 307.3 feet, thence N 02° 00'W a distance of 10 feet, thence N 88° 00'E a distance of 775.7 feet to a point on the East line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, 597.4 feet South of the NE corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, thence North along said East line a distance of 100 feet, thence S 88° 00'W a distance

of 779.1 feet, thence N 02° 00'W a distance of 10 feet, thence Southwesterly and Northwesterly on a curve to the right, having a radius of 2804.8 feet a distance of 294.7 feet, thence Southwesterly on a radius of said curve a distance of 10 feet, thence Northwesterly on a curve to the right having a radius of 2814.8 feet a distance of 982.6 feet, thence Northeasterly on a radius of said curve a distance of 10 feet, thence Northwesterly on a curve to the right, having a radius of 2804.8 feet a distance of 164.7 feet, thence N 62° 37'W a distance of 291.9 feet to a point on the North line of said Lot 3, thence West along said North line a distance of 182.4 feet to point of beginning.

Containing 6.25 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway and the 16.5 foot Section line right-of-way.

ALSO: A temporary easement for the purpose of constructing two ramps on the following described tract:

A strip, piece or parcel of land lying in Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$) and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, T 22 N, R 11 E in Osage County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the permanent South right-of-way line of State Highway No. 20, a distance of 74.1 feet Southeasterly of the point where said right-of-way line intersects the West line of said Lot 3, thence S 62° 37'E along said right-of-way line a distance of 60 feet, thence S 27° 23'W a distance of 20 feet, thence N 62° 37'W a distance of 60 feet, thence N 27° 23'E a distance of 20 feet to point of beginning.

ALSO: Beginning at a point on said right-of-way line, 476.7 feet Southwesterly from the point where said right-of-way line intersects the East line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, thence S 88° 00'W along said right-of-way line a distance of 100 feet, thence S 02° 00'E a distance of 50 feet, thence N 88° 00'E a distance of 100 feet, thence N 02' 00'W a distance of 50 feet to point of beginning.

Containing in both parcels 0.14 acres, more or less.

ALSO: A temporary right to borrow dirt, rock, sand, gravel or any road building material from the following described tract:

A strip, piece or parcel of land lying in Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 19, T 22 N, R 11 E, in Osage County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point 235 feet East of the West line and 180 feet South of the North line of said Lot 4, thence S 85° 31'E a distance of 600 feet, thence S 04° 29'W a distance of 300 feet, thence N 85° 31'W a distance of 600 feet, thence N 04° 29'E a distance of 300 feet to point of beginning.

Containing 4.13 acres, more or less.

And the State is hereby awarded all necessary process to place it in quiet and peaceful possession of the interests acquired by it in such property.

Ray A. Savage
JUDGE

APPROVED:

Timothy D. Stewart
Assistant Attorney General

Whitney M. Moore
Assistant U. S. District Attorney

Probate Attorney

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

FEDERAL DEPOSIT INSURANCE CORPORATION,
Complainant

vs.

FRED HATFIELD and DOROTHY HATFIELD,
Defendants

No. 2826

FILED

JUN 5 1951

JOURNAL ENTRY

NEWMAN C. HOOD
Clerk U. S. District Court

This cause coming on to be heard on this the 5th day of June 1951 on the stipulation of counsel for the Complainant and the defendants and the Court being well and truly advised in the premises

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that the above entitled cause be and the same is hereby dismissed as to the defendant Dorothy Hatfield.

The Court being well and truly advised in the premises finds that all of the material allegations set forth in said Complaint are true as to the defendant Fred Hatfield and that by stipulation said Complainant is entitled to the judgment prayed therein, and the Court being otherwise well and truly advised in the premises finds that said issues generally are in favor of the Complainant and against the defendant Fred Hatfield.

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 Fred Hatfield in the sum of \$4,192.18 together with interest thereon at the rate of 6% per annum from the 17th day of June 1949 until paid and for all of the costs of this action, both accrued and accruing, for all of which let execution issue.

Royce H. Savage
Judge

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

FEDERAL DEPOSIT INSURANCE CORPORATION
Complainant

vs.

J. W. MOUNCE and ETHEL MOUNCE,
Defendants

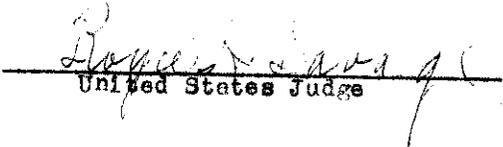
No. 2850

ORDER OF DISMISSAL

ROBERT L. HEDD
Clerk U. S. District Court

This cause coming on to be heard on this the 5th day of June 1951, on the motion of the Complainant for an order dismissing the above entitled cause with prejudice, and the Court being well and truly advised in the premises finds that said motion should be sustained.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that the above entitled cause should be dismissed with prejudice and the same is hereby dismissed with prejudice.


United States Judge

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

La Velle Didlake, a minor, by her
mother and next friend, Joyce Shaw,

Plaintiff,

vs.

The Standard Insurance Company,
a corporation,

Defendant,

2876
No. 2867 Civil

FILED

1951

NOBLE C. HOOD
Clerk U. S. District Court

DEFAULT JUDGMENT

Now on this 8th day of June, 1951, it being shown to the
Clerk of this Court that the above named defendant is in default,
and the plaintiff having filed an affidavit showing the amount
due from defendant to plaintiff, which is a sum certain, to wit:
\$5,047.45 with interest thereon at the rate of six per cent per
annum from April 30, 1951:

IT IS ORDERED that the above named plaintiff do have and re-
cover of and from the above named defendant, the sum of \$5,047.45
with interest thereon at the rate of six per cent per annum from
April 30, 1951, until paid, and for the costs of this action in
the sum of \$17.00. For all of which let execution issue.

Noble C. Hood
United States Court Clerk for
the Northern District of Oklahoma
By M. M. Ewing, Deputy

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Raymond H. Savage

1892

James H. Savage

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

PUBLIC SERVICE COMPANY OF OKLAHOMA,
an Oklahoma corporation,

Plaintiff.

- vs -

Certain Parcels of Land in Case
County, Oklahoma; The United States
of America, et al.,

Defendants.

Civil No. 2808

FILED

JUN 17 1951

ORDER CONFIRMING REPORT OF COMMISSIONERS

NOBLE C. HOOD
Clerk U. S. District Court

Now on this 11th day of June, 1951, the
Court's attention is drawn to the fact that the "Report of Com-
missioners" in the above numbered and styled Proceeding was here-
tofore filed in this Court on the 9th day of April,
1951, and

THE COURT FINDS that by virtue of the statute of limi-
tations contained in Title 66, Section 55, Oklahoma Statutes An-
notated, 1941, the right of all parties Defendant in this Pro-
ceeding in Eminent Domain to secure a review of the Report of
Commissioners by the Court, or to secure a trial by jury as to
the amount of damages, has lapsed, and

The Court further finds that none of the various parties
Defendant in this Proceeding have heretofore within the period
provided by law filed "written exceptions" to the Report of Com-
missioners, nor have any of the Defendants made written demand
for trial by jury within the period provided by law, and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that
the aforesaid REPORT OF COMMISSIONERS be and the same is hereby
approved and confirmed as to all things therein contained; and
that 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 Complainant in and to the ease-
ment and right-of-way for the electric transmission line purposes as
prayed for in the Complaint, and as appraised in the Report of
the Commissioners filed herein.

(S) Roane H. Savage
Judge of the United States Court
for the Western District
of Oklahoma

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.,

Defendants.

Civil No. 2810

FILED

JUN 17 1951

ORDER CONFIRMING REPORT OF COMMISSIONERS

NOBLE C. HOOD
Clerk U. S. District Court

Now on this 11th day of June, 1951, the
Court's attention is drawn to the fact that the "Report of Com-
missioners" in the above numbered and styled Proceeding was here-
tofore filed in this Court on the 5th day of April,
1951, and

THE COURT FINDS that by virtue of the statute of limi-
tations contained in Title 66, Section 55, Oklahoma Statutes An-
notated, 1941, the right of all parties Defendant in this Pro-
ceeding in Eminent Domain to secure a review of the Report of
Commissioners by the Court, or to secure a trial by jury as to
the amount of damages, has lapsed, and

The Court further finds that none of the various parties
Defendant in this Proceeding have heretofore within the period
provided by law filed "written exceptions" to the Report of Com-
missioners, nor have any of the Defendants made written demand
for trial by jury within the period provided by law, and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that
the aforesaid REPORT OF COMMISSIONERS be and the same is hereby
approved and confirmed as to all things therein contained; and
that 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 Complainant in and to the ease-
ment and right-of-way for the electric transmission line purposes as
prayed for in the Complaint, and as appraised in the Report of
the Commissioners filed herein.

(s) Royce H. Savage
Judge of the United States Court
for the Northern District
of Oklahoma

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Langley H. Savage

N. B. Colby

H. A. Smith

Rowington Rogers

G. J. Watts

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

No. 2895 Civil

185.0375 Gallons of assorted taxpaid
liquor; One 1950 Ford Custom Tudor
Sedan, Motor No. BODL161544; Paul
Robert Watkins, Olive L. Watkins and
the General Acceptance Company, Bart-
lesville, Oklahoma,

Claimants.

FILED
JUN 11 1951
NOBLE C. HOOD
Clerk U. S. District Court

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

NOW, on this 12th day of June, 1951, this cause coming on before the court pursuant to regular assignment for trial, the libelant appearing by Whit Y. Mauzy, United States Attorney, and Hobart Brown, Assistant United States Attorney, for the Northern District of Oklahoma, and the above described 185.0375 gallons of assorted taxpaid liquor and One 1950 Ford Custom Tudor Sedan, Motor No. BODL161544 having been heretofore seized by the United States Marshal for the Northern District of Oklahoma under monition issued by this court and the claimants, Paul Robert Watkins and Olive L. Watkins, having entered their appearance by filing a waiver of service of summons and consent that the case be set down for trial at any time without further notice to them and the claimant, General Acceptance Company of Bartlesville, Oklahoma, by and through its attorney, Chester A. Brewer, having filed an answer herein and set up a claim of mortgage on the 1950 Ford Custom Tudor Sedan referred to herein and claiming mitigation of forfeiture to the extent of their mortgage and the court being fully advised in the premises finds that the claimants, Paul Robert Watkins, Olive L. Watkins and the General Acceptance Company of Bartlesville, Oklahoma, after being duly called are in default and the court finds all issues in favor of the United States and against the claimants, as alleged in the libel of information filed herein.

The court further finds that the Director of the Bureau of Federal Supply of the General Services Administration of the United States has filed herein its application for delivery of the 1950 Ford Custom Tudor sedan, Motor No. BODL161544, pursuant to Title III, Section 304 of the Liquor Tax Imposi

and Enforcement Act, 43 Stat. 880 (U.S.C., Title 49, Sec. 3041) and the Federal Property and Distributive Service Act of 1949, 63 Stat. 377, as amended, (U.S.C., Title 41, Sec. 201), and that the application requesting delivery of the said 1950 Ford Custom Tudor Sedan to the District Supervisor, Alcohol Tax Unit, Bureau of Internal Revenue, Treasury Department, Kansas City, Missouri, should be granted.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the court that a forfeiture herein begun, the same is hereby allowed as to the 1950 Ford Custom Tudor Sedan, motor No. B09L161544, and that said automobile is ordered delivered to the United States Treasury Department for the use of the Bureau of Internal Revenue in the enforcement of the Internal Revenue Laws, pursuant to Section 304 of the Motor Law Reform and Enforcement Act and said automobile is ordered to be delivered to the order of the District Supervisor, Alcohol Tax Unit, Bureau of Internal Revenue, Treasury Department, Kansas City, Missouri.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the request of forfeiture in favor of the General Acceptance Company of Bartlesville, Oklahoma, begun, the same is hereby denied.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the above described 135.3275 gallons of assorted taxpaid liquor seized herein be delivered into the possession of the Alcohol Tax Unit, Bureau of Internal Revenue, or proper disposition according to law.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court that the Government have and recover its costs.

By [Signature]
JUDGE

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

Marguerite I. McKee,

Plaintiff,

vs.

R. Olsen Oil Company, a
corporation, and Stancilina
Oil Purchasing Company, a
corporation,

Defendants.

No. 2700-Civil

FILED

JUN 1 1951

ROBERT C. HOOD
Clerk U. S. District Court

JUDGMENT

In accordance with the Findings of Fact and Con-
clusions of Law entered herein on 31 May, 1951,

IT IS ORDERED, ADJUDGED AND DECREED that the Plaintiff,
Marguerite I. McKee, recover nothing by her Complaint herein
and that the Defendants, R. Olsen Oil Company, a corporation,
and Stancilina Oil Purchasing Company, a corporation, recover
their costs herein expended.

Entered this 14th day of June, 1951.

[Signature]
United States District Judge.

OK *[Signature]*
David A. Sanders, 619 Ke-
Birney Bldg., Tulsa, Okla.

[Signature]
Connett and Hays, First Nat'l
Bldg. Tulsa, Oklahoma,
Attorneys for Plaintiff

OK *[Signature]*
Fellows and Fellows, Kennedy
Bldg., Tulsa, Okla.

[Signature]
L. A. Thompson, Box 591,
Tulsa, Oklahoma
Attorneys for Defendant, Stancilina Oil Purchasing Co., a corporation.

OK *[Signature]*
T. Murray Robinson

[Signature]
C. E. Barnes, Attorneys for
Defendant, R. Olsen Oil Co.,
a corporation.

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

MISSOURI-KANSAS-TEXAS RAILROAD
COMPANY OF TEXAS, a corporation,

Plaintiff,

vs.

ANCHOR PETROLEUM COMPANY, a
corporation,

Defendant.

No. 2804-Civil

JUN 1951

JUN 1951

ROBERT C. HOOD
Clerk U. S. District Court

ORDER OF DISMISSAL

Upon stipulation of the parties,

IT IS ORDERED that the above entitled action be and
is hereby dismissed with prejudice at plaintiff's cost.

THIS 18 day of June, 1951.

Joyce H. Savage
Judge.

APPROVED:

John E. M. Taylor

Dan W. Welch
Attorneys for Plaintiff.

Martin Hogan, Finney, Stanton & Mayes

Robt. J. Stanton
Attorneys for Defendant.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

One 1947 Chevrolet Panel Truck, Motor
No. ADCA581682; One 1950 Chrysler Club
Coupe, Motor No. C-49-14571; 75.7750
Gallons of assorted taxpaid liquor and
Leonard O. Reynolds,

Claimants.

No. 4834 Civil

FILED

JUN 18 1951

NOBLE C. HOOD
Clerk U. S. District Court

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

NOR, on this 18th day of June, 1951, the above entitled cause having come on for trial pursuant to regular assignment, the libelant appearing by Whit Y. Mouzy, United States Attorney, and Robert Brown, Assistant United States Attorney for the Northern District of Oklahoma, and the above described 1947 Chevrolet panel truck, Motor No. ADCA 581682, and one 1950 Chrysler Club Coupe, Motor No. C-49-14571, and 75.7750 gallons of assorted taxpaid liquor having been heretofore seized by the United States Marshal for the Northern District of Oklahoma under warrant issued by this court; and the claimant, Leonard O. Reynolds, having heretofore entered his appearance in said action and having filed his answer herein and being present and represented by his attorney, William K. Powers, the court proceeded to hear the evidence and testimony and being fully advised in the premises makes the following findings of fact:

FINDINGS OF FACT

I.

The court finds that the 1947 Chevrolet panel truck, Motor No. ADCA 581682, was on more than one occasion so seized, engaged and used in the wholesale liquor business without the owner, Leonard O. Reynolds, having procured and paid for a wholesale liquor dealer's stamp, as provided by the Internal Revenue Bureau.

II.

The court finds that the 1950 Chrysler club coupe, Motor No. C-49-14571, was not used in violation of the law in that this car was not used in the wholesale liquor business.

III.

The court finds that the 75.7750 gallons of assorted taxable liquor was used in violation of the law in carrying on the wholesale liquor business.

Pursuant to the above findings of fact, the court makes the following conclusions of law:

CONCLUSIONS OF LAW

I.

The 1947 Chevrolet panel truck, Motor No. ADCA581682, should be forfeited to the United States.

II.

The forfeiture of the 1950 Chrysler club coupe, Motor No. C-49-14971, should be denied.

III.

The 75.7750 gallons of assorted taxable liquor should be forfeited to the United States of America and disposed of according to law.

IV.

In view of the above findings of fact the court concludes as a matter of law that the claimant, Leonard G. Reynolds, should pay the court costs assessed herein and further concludes that the storage charges incident to the seizure should be paid by the libellant.

JOURNAL ENTRY OF JUDGMENT

It is, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that a forfeiture herein be and the same is hereby allowed as to the 1947 Chevrolet panel truck, Motor No. ADCA581682 and the Administrator of General Services of the United States Government, having heretofore filed herein an application for delivery of the seized automobile, pursuant to Title III, Section 204 of the Liquor Tax Repeal and Enforcement Act, 49 Stat. 880 (U.S.C., Title 48, Section 3041), and the Federal Property and Administrative Services Act of 1949, 63 Stat. 777 (41 U.S.C., Suppl. III, 201) the Chevrolet panel truck herein is ordered delivered to the Administrator of General Services for its official use.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the \$5,775.00 balance of reported taxes in car seized herein be and the same is hereby forfeited to the United States of America to be disposed of according to law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that forfeiture of the 1958 Chrysler Club Coupe, Motor No. W-49-14571, be and the same is hereby denied and same is ordered delivered over to the claimant, Leonard O. Reynolds upon the payment of the court costs herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the storage charges incident to the seizures herein be and the same are hereby ordered paid by the United States Treasury Department.

101 Roger H. Savage
JUDGE

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

National Farmers Union
Property & Casualty Co.,

Plaintiff,

-vs-

Noel L. App, Floyd W. Harris,
Fred Ernst, and Everett C.
Rhoades,

Defendants

No. 2888-Civil

FILED

JUN 20 1951

ORDER OF DISMISSAL

NOBLE C. HOOD
Clerk U. S. District Court

Now on this 19th day of June, 1951, this matter coming on for consideration upon the stipulation and application of the parties to dismiss this action, the Court after having examined said application finds that an order of dismissal, at the cost of the plaintiff, be entered herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above and numbered cause be and the same is hereby dismissed at the cost of the plaintiff.

[Signature]
UNITED STATES DISTRICT COURT