

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff

CIVIL ACTION No. 3244

-VS-

448.44 acres of land, more or less, situate in Maya County, Oklahoma, and Raymond C. Berry, et al., and unknown owners,

Defendants

JUDGMENT

**FILED**

JAN - 4 1954

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

Now on this 11th day of September, 1957, this matter comes on for entering of final judgment in this proceeding; the Court hears evidence, statements of counsel, considers the stipulation and Application filed herein, and being fully advised in the premises, finds as follows, to-wit: That the United States of America filed its Declaration of Taking herein taking the fee simple title to lands designated in said Declaration of Taking as Tract No. 3022, and this Court entered Judgment on Declaration of Taking vesting said title in the United States of America and other proceedings, and hearings have been had in this case.

The United States of America and James Giles, Jr. and Idella Giles, who were the owners of Tract No. 3022 and the only parties entitled to receive just compensation for said tract, have entered into an agreement and have filed a Stipulation and Application in this Court for final judgment in this proceeding; the Court finds that said Stipulation and Application should be confirmed and approved and the relief prayed for therein granted.

The Court finds that the said defendants have executed a flowage easement to the United States of America for an agreed consideration of \$1,500.00; such sum takes into consideration any claims for damages by

reason of the United States of America having filed this proceeding and any action that may have been taken with reference to said lands on behalf of the United States of America. A true and correct copy of said flowage easement has been introduced in evidence and is hereby affirmed and approved by this Court. The Court finds that title to the real estate designated as Tract No. 3022 should be revested in the defendants James Giles, Jr. and Idella Giles, subject only to said flowage easement.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the judgment on Declaration of Taking entered herein vesting title in the United States of America as to Tract No. 3022 is hereby vacated and title to said real estate described as follows, to-wit:

Tract No. 3022

Lot 3, and that part of the west 23.08 acres of lot 2, lot 6, and NW/4 SW/4 NE/4 lying east of the ECG right of way, all in Section 2, Township 20 North, Range 23 East of the Indian Base and Meridian, situate in Mayes County, Oklahoma, and containing 11.78 acres, more or less;

is hereby vested in James Giles, Jr. and Idella Giles, subject only to the flowage easement, a true and correct copy of which is a part of the files in this proceeding, the original of which is filed, or to be filed, with the County Register of Deeds of Mayes County, Oklahoma.

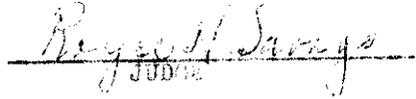
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the United States of America is relieved of paying any further damages or claims of whatsoever nature to said parties by reason of filing this proceeding or any actions taken with reference to said land by reason of this proceeding. The flowage easement as executed and filed of record covers the land specifically described as follows, to-wit:

Tract No. 3022E (formerly 3022)

Lot 3 and that part of the east 23.08 acres of Lot 2, Lot 6, and SW/4 NE/4 SE/4 lying west of the KCMG railroad line, less and except the northeast 2.50 acres of the southeast 10.00 acres of Lot 6, the southeast diagonal one-half of the southeast 2.50 acres of the northeast 10.00 acres of Lot 6 and that part of the 3/2 SW/4 SW/4 NE/4 lying west of the KCMG railroad line, Section 2, Township 20 North, Range 20 East of the Indian Base and Meridian, situate in Mayes County, Oklahoma, and containing 75.23 acres, more or less.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of this Court shall distribute and issue vouchers with reference to the \$16,000 deposited for this tract of land as follows, to-wit:

James Giles, Jr. and Idella Giles . . . . .	\$ 1,500.00
Treasurer of the United States (Refund of overdeposit) . . . . .	14,500.00

  
Royce H. Savage  
 JUDGE

O.K.

United States of America, Plaintiff

By Curley M. Garms  
Special Assistant U. S. Attorney

Signature  
Attorney for Defendants

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

DAVON OIL COMPANY, a dissolved corporation,  
Nile O. Chantry, Aaron M. Weitzenhoffer and  
E. Julian Davis, the last directors thereof,  
SENTINEL OIL COMPANY, a dissolved corporation,  
Nile O. Chantry, Aaron M. Weitzenhoffer and  
E. Julian Davis, the last directors thereof,  
TRANSIT OIL COMPANY, a dissolved corporation,  
Nile O. Chantry, Aaron M. Weitzenhoffer and  
E. Julian Davis, the last directors thereof, and  
Davon Pipe Line Company, a corporation,

Plaintiffs,

vs.

PHILLIPS PETROLEUM COMPANY,  
a corporation,

Defendant.

No. 3051 - Civil

FILED

JAN - 8 1954

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

JUDGMENT AND DECREE

Now on this 8<sup>th</sup> day of Jan, 1954, plaintiffs and defendant appearing by their attorneys of record, this cause comes on regularly for hearing for final entry of judgment and decree, this cause having been heretofore fully tried to the Court without a jury, commencing on September 14, 1953, and concluding on October 2, 1953, and all issues having been tried, and all parties having presented their evidence and rested on October 2, 1953, and on said date all parties having presented their arguments and authorities in support of their contentions, and the Court being fully advised, and having filed herein its findings of fact and conclusions of law, which are hereby ordered spread of record, and the Court being fully and sufficiently advised in the premises further renders judgment and decree in accordance with said findings of fact and conclusions of law as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that all of the plaintiffs jointly are entitled to judgment in their favor against the defendant on Counts I, II, III, VI, VII and VIII in the total amount of \$12,126.14, less a set off of \$451.26 in favor of the defendant, with their costs, but said plaintiffs are not entitled to any other relief herein.

IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED that all of the plaintiffs jointly have and recover of and from the defendant, Phillips Petroleum Company, the sum of \$11,674.88.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Counts IV and V and all other counts and claims of the plaintiffs upon which no recoveries are permitted in favor of any of the plaintiffs are hereby dismissed with prejudice and judgment is hereby rendered in favor of the defendant and against the above named plaintiffs and each of them upon each of such counts and claims.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that interest at the legal rate of six per cent (6%) per annum upon the judgment hereinabove rendered in favor of the plaintiffs shall commence to run from and after the 10th day of June, 1954. The costs of this action are hereby taxed against the defendant.

Robert H. George  
United States District Judge

O. K.

Ernest C. Brown  
W. Hayden Crawford  
ATTORNEYS FOR THE PLAINTIFFS

O. K.

H. J. [unclear]  
James S. [unclear]  
[unclear]  
ATTORNEYS FOR THE DEFENDANT

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

H. S. BROWN, an individual, d/b/a  
BROWNLITE COMPANY,  
  
Plaintiff,  
  
vs.  
  
PHILLIPS PIPE LINE COMPANY, a  
corporation,  
  
Defendant.

No. 3170 - CIVIL

**FILED**

JAN - 8 1954

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

ORDER ALLOWING DISMISSAL OF COMPLAINT AND AMENDED  
COMPLAINT WITH PREJUDICE  
and  
ORDER ALLOWING DISMISSAL OF COUNTERCLAIM WITH PREJUDICE

This cause came on for hearing at ~~this term~~ upon the motion of plaintiff for leave to dismiss this suit (plaintiff's complaint and amended complaint with respect to all causes of action) with prejudice, to which motion the defendant has consented, and after hearing counsel, it is ORDERED, ADJUDGED and DECREED that the complaint and amended complaint in their entirety, with respect to all causes of action, be and they are hereby dismissed with prejudice to the bringing of another suit at law or in equity concerning any of the matters involved therein, and as a condition of dismissal it is further ordered that the costs herein be taxed and paid by defendant, Phillips Pipe Line Company.

This cause came on for further hearing at this term upon the motion of defendant for leave to dismiss its counterclaim in this suit with prejudice, to which motion the plaintiff has consented, and after hearing counsel it is ORDERED, ADJUDGED and DECREED that the counterclaim of the defendant in its entirety be and it is hereby dismissed with prejudice to the bringing of another suit at law or in equity concerning any of the matters involved, and as a condition of dismissal it is further ordered that the costs herein be taxed and paid by defendant Phillips Pipe Line Company.

Dated this 7th day of Jan, 1953.

Boyer H. Savage  
District Judge

O. K.  
(5) John W. [Signature]  
Attorney for Plaintiff

O. K.  
[Signature]  
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,  
Plaintiff,  
vs.  
Jay Keefer,  
Defendant.

No. 3382 Civil

FILED

JAN - 8 1954

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

ORDER OF DISMISSAL

NOW, on this 7th day of January, 1954, the United States of America, plaintiff herein, appearing by John S. Athens, United States Attorney for the Northern District of Oklahoma, and it appearing to the court that this matter has been compromised and settled and plaintiff desires that this action be dismissed with prejudice to any future action on the part of the United States;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that this action be and the same is hereby dismissed with prejudice to the United States of America.

*Foyce H. Savage*  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI

St. Louis-San Francisco Railway Company,  
a corporation, Plaintiff,

-vs-

Cresser & Dunlap, a co-partnership  
composed of R. H. Cresser, E. P. Cresser,  
R. W. Dunlap and Oscar Bechtel,  
Defendant.

No. 2457 - Civil

**FILED**

JAN 11 1954

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

J U D G E M E N T

Now on this 7th day of January, 1954, this case came on for hearing, and plaintiff, appearing by its attorneys, Satterfield, Franklin & Jones, and the defendant, appearing by its attorneys, Hardy & Leray, and the Court having considered the evidence in this case, and being fully advised in the premises, finds the issues in favor of defendant Cresser & Dunlap, and against the plaintiff St. Louis-San Francisco Railway Company, in accordance with the findings of fact and conclusions of law filed herein.

  
Joyce H. Savage  
United States District Judge

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant

vs

One 1950 Ford Sedan, Motor No. BOCH 165228,  
5.525 Gallons of Assorted taxpaid liquor,

Respondents

Benjamin Leo Ely and F. C. Sewell,  
d/b/a Boston Sales Company,

Claimants

No. 3319  
Civil

**FILED**

JAN 1 1954

NOBLE C. HOOP  
Clerk U.S. District Court

FINDINGS OF FACT, CONCLUSION OF LAW, AND

JOURNAL ENTRY OF JUDGMENT

I. FINDINGS.

A. That this action was instituted by the Plaintiff, United States of America, under the provisions of Title 26, Section 3253 and 3116, U. S. C. A.

B. That during the times mentioned in the libel of information, May 26, 1953, to June 3, 1953, inclusive, the claimant, Benjamin Leo Ely, was employed as a delivery man by one Robert H. Amos, who was engaged in the business of retail liquor dealer at 1518 East Admiral, Tulsa, Oklahoma.

C. That in such employment, claimant, Benjamin Leo Ely, was paid a salary for his services, which included the use of the 1950 Ford sedan described herein, and that the claimant, Ely, used the said vehicle in making liquor deliveries.

D. That during a portion of the period of time mentioned, that is, May 26, 1953, to May 31, 1953, Robert H. Amos, the employer of the claimant, Ely, did not possess a valid retail liquor stamp covering the premises at 1518 East Admiral Street, Tulsa, Oklahoma, but that such employer did have a valid liquor stamp covering such premises for the period of time from June 1, 1953, to June 30, 1954.

E. That at all such time that the claimant Bly was employed by Robert H. Amos, he had no reason or cause to believe that the employer, Robert H. Amos, had not paid the special tax or acquired a retail liquor dealer's stamp covering such premises, as required by law, and that said claimant, in good faith, at all times believed that said employer had fully complied with the law in respect thereto.

F. That the claimant Bly had on prior occasions been employed by the said Robert H. Amos, in a similar capacity, and that during all such times of previous employment, the said Robert H. Amos had paid the special tax and had a retail liquor dealer's stamp, as required by law.

G. That F. C. Sewell, d/b/a Boston Sales Company, has no right, title or interest in the 1950 Ford Sedan Motor No. ROCH 165228, and that claimant Bly is the sole owner of said vehicle.

H. That said claimant makes no claim as to the liquors seized and sought to be forfeited herein.

#### II. CONCLUSIONS.

A. That claimant Benjamin Leo Bly is the sole owner of the 1950 Ford Sedan, Motor No. ROCH 165228.

B. That the 1950 Ford Sedan, Motor No. ROCH 165228, is not as a matter of law subject to forfeiture herein and was seized in violation of law.

C. That the liquors seized herein are subject to forfeiture.

D. That said claimant, Benjamin Leo Bly, is not required or obligated to have a separate retail liquor dealer's stamp by reason of his employment by Robert H. Amos.

#### III. JOURNAL ENTRY OF JUDGMENT.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the

1950 Ford Sedan, Motor No. ROCF 165223, be, and the same is hereby ordered delivered unto the said claimant, Benjamin Leo Hly, upon payment of all storage charges incurred in connection with such seizure.

*15/ Royce W. Savage*  
\_\_\_\_\_  
Royce W. Savage, United States District Judge, Northern District of Oklahoma



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

JOHN SULLIVAN and MARY SULLIVAN, )  
Plaintiffs, )  
vs. )  
LEO L. RICHMOND, )  
Defendant. )

No. 3413

FILED

JAN 19 1954

O R D E R

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

Upon the motion and application of the plaintiffs herein,  
and after hearing the statements of counsel, the Court grants  
leave and permission to the plaintiffs to dismiss but with pre-  
judice to the bringing of any future action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this  
cause of action be and the same is hereby dismissed with prejudice  
precluding the bringing of any future action by the plaintiffs upon  
the cause set out in the complaint filed herein.

*Royce H. Savage*  
\_\_\_\_\_  
ROYCE H. SAVAGE, Judge of the  
U. S. District Court

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

FILED

JAN 19 1954

GRACE SULLIVAN, A MINOR, BY  
HER FATHER AND NEXT FRIEND,  
JOHN SULLIVAN,  
Plaintiff,  
vs.  
LEO L. RICHMOND,  
Defendant.

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

No. 3259

JUDGMENT ON FINDINGS OF THE COURT

The above entitled action came on for hearing before the Court without a jury on the 19 day of January, 1954, the plaintiff appearing by her counsel of record, W. G. Dickey, and defendant by his counsel of record, Henry Kolbus, and testimony having been submitted by agreement of counsel in form of a stipulation and medical reports, and the Court having filed its Findings of Fact and Conclusions of Law, and order for judgment, now pursuant thereto, it is hereby

ORDERED, ADJUDGED AND DECREED that the plaintiff have judgment against the defendant Leo L. Richmond in the sum of Five Thousand Dollars (\$5,000.00), together with the costs of her action, in conformity with the Findings of Fact and Conclusions of Law entered herein.

Royce H. Savage  
ROYCE H. SAVAGE, Judge of the  
United States District Court

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

Tri-State Stockyards, Inc.,  
vs.  
Drake Hawkins, Bob Parks, Tom  
Hawkins, and Matt Hawkins,

Plaintiff,  
Defendants.

Civil Action  
No. 3400

FILED

JAN 21 1954

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

J U D G M E N T

It appearing to the undersigned Clerk of the United States District Court for the Northern District of Oklahoma that heretofore, to-wit:

An action was filed on the 30th day of November, 1953, by the Tri-State Stockyards, Inc., Plaintiff, against Drake Hawkins, Bob Parks, Tom Hawkins, and Matt Hawkins, Defendants, in which action the plaintiff sought judgment in an amount certain; and it appears that service has been had upon the defendants, Tom Hawkins and Matt Hawkins and that said defendants have failed to appear and have failed to plead within the time prescribed by law and by the summons served upon them; and it appearing that heretofore a request to the Clerk to enter a default against said defendants has been requested accompanied by an affidavit, and that said defendants have been defaulted; and it appearing that the plaintiff has requested the Clerk to enter judgment by default against said defendants Tom Hawkins and Matt Hawkins, in the amount of \$4,408.57, together with interest at 6% per annum from July 20, 1952, and for costs; and it appearing to the Clerk that said defendants are not infants or incompetent persons; and it being determined by the Clerk that judgment should be entered,

IT IS THEREFORE ORDERED that the plaintiff, Tri-State Stockyards Inc., is hereby given judgment against the defendants Tom Hawkins and Matt Hawkins in the amount of \$4,408.57, together with interest at 6% per annum from July 20, 1952, and for costs.

Dated at Tulsa, Oklahoma, this 21st day of January, 1954.

NOBLE C. HOOD, Clerk

By *M. M. Lewis* Deputy

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

DOROTHY M. WILSON, )  
 )  
 Plaintiff, )  
 vs. )  
 THE NATIONAL LIFE and ACCIDENT )  
 INSURANCE COMPANY, )  
 )  
 Defendant. )

No. 9329 CIV. Fl.

**FILED**

JAN 22 1954

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

ORDER OF DISMISSAL

On this 22 day of January, 1954, the above entitled cause coming on to be heard before me the, the undersigned Judge of the United States District Court for the Northern District of Oklahoma, on plaintiff's motion to dismiss her cause of action without prejudice, it is therefore ordered that said cause shall be dismissed without prejudice to future action upon the payment by the plaintiff of the sum of \$200.00, to the defendant's attorney for the costs and expenses incurred by the defendants.

This payment having been made, it is therefore ordered that this cause is dismissed without prejudice.

/s/ ROYCE H. SAVAGE  
United States District Judge

O. P.

/s/ Truman B. Rucker  
Attorney for Plaintiff

O. R.

/s/ Valjean Blodison  
Attorney for Defendant.



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

A. G. CHAMBERS,

Plaintiff,

-vs-

KENOSHA AUTO TRANSPORT COMPANY,  
A Corporation,

Defendant.

No. 3143

FILED

JAN 26 1954

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

JOURNAL ENTRY OF JUDGMENT

This action came on regularly for trial on the 15th day of October, 1953, plaintiff appearing in person and by his attorneys, Spillers and Spillers and David Sanders, and the defendant appearing by its attorneys, Truman B. Hucker and Ralph C. Thomas. A jury of twelve persons was regularly impanelled and sworn to try said action, and witnesses on behalf of the plaintiff and defendant were duly sworn and examined. After hearing the evidence, the arguments of counsel and instructions of the court, the jury retired to consider their verdict and subsequently returned into court, on the 14th day of October, 1953, with a verdict signed by the foreman, and being called, answered to their names and said:

We, the jury in the above-entitled case, duly impanelled and sworn, upon our oath find for the defendant, Kenosha Auto Transport Company, a corporation, upon its cross-complaint and assess its damages at Seven Hundred Fifty and no/100 Dollars.

/s/ Kenneth Crouch  
Foreman

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the defendant have and recover from plaintiff the sum of Seven hundred and Fifty Dollars (\$750.00) with interest thereon at the rate of six per cent per annum from the date hereof until paid, together with defendant's costs and disbursements incurred in this action.

and defendant having filed a motion asking the court to correct the jury's verdict to show a recovery in the full amount sued for on its cross-complaint.

and the court having heard arguments of counsel, and being fully apprised in the premises, does hereby, and said motion is hereby overruled.

Judgment entered

Jan. 22<sup>nd</sup>

1954.

[Signature]  
United States District Judge

APPROVED AS TO FORM:

X. [Signature]  
Attorney for Plaintiff

APPROVED AS TO FORM:

[Signature]  
Attorney for Defendant.



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

COMMONWEALTH ACCEPTANCE COMPANY, a  
corporation, and W. D. WAINSCOTT,  
Plaintiffs,

vs.

FEDERAL INSURANCE COMPANY, a  
corporation, and MAX T. MORRIS,  
a sole trader doing business  
as UNITED UNDERWRITERS,  
Defendants.

CIVIL NO. 2954

FILED

JAN 26 1954

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

COMMONWEALTH ACCEPTANCE COMPANY, a  
corporation,  
Plaintiff,

vs.

STUYVESANT INSURANCE COMPANY,  
a corporation, FEDERAL INSURANCE  
COMPANY, a corporation, and  
MAX T. MORRIS,  
Defendants.

CIVIL NO. 2955

FEDERAL INSURANCE COMPANY, a  
corporation,  
Plaintiff,

vs.

STUYVESANT INSURANCE COMPANY,  
a corporation,  
Defendant.

CIVIL NO. 3204  
(CONSOLIDATED)

FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND JUDGMENT

FINDINGS OF FACT

From the stipulations and admissions of the parties and the evidence adduced at the trial of the above three consolidated causes, the Court finds the following facts:

1. The causes of action asserted by the plaintiffs in each of the above entitled causes are wholly between citizens of different states in which the amount in controversy exceeds \$3,000.00, exclusive of interest and costs.

2. The parties stipulated and agreed that the above three entitled causes be consolidated for trial and that the court would enter only one judgment.

3. In these findings of fact, conclusions of law and judgment, Commerce Acceptance Company will be referred to as "Commerce", W. A. Wainwright will be referred to as "Wainwright", Stuyvesant Insurance Company will be referred to as "Stuyvesant", Moral Insurance Company will be referred to as "Moral", Max T. Morgan will be referred to as "Morgan" and Hamilton Fire Insurance Company will be referred to as "Hamilton".

4. In cause number 3204, Moral and Stuyvesant stipulated and agreed that there is due from Stuyvesant \$14,000.00 plus 1,000.00 accrued interest or the aggregate sum of \$15,000.00 as the unpaid balance of all earned and returned premiums and other moneys due under the policies covered by the Reinsurance agreement between them effective August 1, 1950.

5. Between October 10, 1949, and May 31, 1950, Commerce was a co-insured in certain automobile risk insurance policies duly issued by Stuyvesant. Commerce was the primary insured in that its interest was prior and superior to that of its co-insureds. All of said policies provided that they might be cancelled by the insured by surrender thereof in which event Stuyvesant obligated itself to pay return premiums. Effective August 1, 1950, Stuyvesant reinsured all of said policies with Moral. Between November 1949 and December 1951, certain of said policies were cancelled and Commerce paid the return premium due its co-insured by cash or credit or furnished a substitute policy.

6. In cause number 2955, Commerce, Stuyvesant and Moral stipulated and agreed that there is due Commerce from Stuyvesant and Moral \$8,341.25 for return premiums paid its co-insureds as a result of the cancellation of certain of said policies. As between Stuyvesant and Moral, Stuyvesant owes \$1,000.00 of this sum and Moral owes \$7,342.25. Stuyvesant and Moral

stipulated and agreed that judgment be entered against Stuyvesant for the entire amount owing Commerce and that Stuyvesant shall deduct \$4,192.29 from the moneys owing Moral as set forth in paragraph 4 above.

7. During June 1950, Commerce was named co-insured in certain automobile risk insurance policies duly issued by Moral. Commerce was the primary insured in that its interest was prior and superior to that of its co-insureds. All of said policies provided that they might be cancelled by the insured by surrender thereof in which event Moral obligated itself to pay return premiums. Between August 1950 and December 1951, certain of said policies were cancelled and Commerce paid the return premium due its co-insureds by cash or credit or furnished a substitute policy. In cause number 2954, Commerce and Moral stipulated and agreed that there is due Commerce from Moral \$1728.03 for return premiums paid its co-insureds as a result of the cancellation of certain of said policies. Commerce, Moral and Stuyvesant stipulated and agreed that judgment be entered against Stuyvesant for \$1728.03 and that Stuyvesant shall deduct \$1728.03 from the moneys owing Moral as set forth in paragraph 4 above.

8. In cause number 2954, Commerce and Moral stipulated and agreed that there is due Commerce from Moral \$3,947.13 for commissions earned from the writing of automobile risk insurance policies in Moral during June 1950 under sub-agency retrocontract dated June 1, 1950, between Morgan, as agent for Moral, and Hainscott, as agent for Commerce. Commerce, Moral and Stuyvesant stipulated and agreed that judgment be entered against Stuyvesant for \$3,947.13 and that Stuyvesant shall deduct \$3,947.13 from the moneys owing Moral as set forth in paragraph 4 above.

9. Under date of May 5, 1950, Morgan entered into a certain agency contract with Hamilton by the terms of which Morgan was authorized to write or sell automobile risk insur-

and to license sub-agents to write such insurance; in said contract, Morgan expressly agreed to pay all commissions due such sub-agents and to indemnify and hold Hamilton harmless thereagainst. Under date of June 1, 1950, Morgan entered into such a sub-agency contract with Bainscott on the terms of which Morgan agreed to pay Bainscott monthly a commission of 87½ per cent of the cumulative pro rata earned premium, plus salvage and subrogation, less losses and loss expense paid and outstanding and commission previously paid. On said date, Bainscott was Executive Vice-President of Commerce. Said contract was executed in Bainscott's name but was for the use and benefit of Commerce and Commerce is the beneficial owner of all commissions earned thereunder. Under said contract, Commerce wrote or sold automobile risk insurance in Hamilton during June 1950. The gross premiums written less return premiums were \$10,403.36. The loss and loss expense after crediting all salvage and subrogation recoveries was \$5,145.01. The earned commission due Commerce from Morgan under said contract is \$3,957.13. Morgan's agency contract with Hamilton was terminated effective September 30, 1950. Commerce did not receive notice thereof until November 7, 1950. As of November 7, 1950, Commerce held unremitted gross premiums collected on Hamilton business written of \$5,838.79. Commerce's obligation to account for said unremitted gross premiums has been discharged by its having used said fund to pay return premiums on the cancellation of Hamilton policies written by it and by its having given Hamilton credit for that amount in settling its accounts with Hamilton at the express authority and direction of Morgan.

10. In cause number 2953, Moral failed to introduce any evidence in support of its cross-claim against Stuyvesant for \$3,581.52, or its counterclaim against Commerce and cross-claim against Stuyvesant for \$2,500.00.

11. In cause number 2954, Moral and Morgan failed to introduce sufficient evidence to sustain their counterclaim

against Commerce and Waincott for \$3,420.27 and for a general accounting.

12. All parties stipulated and agreed that each would stand his or its costs heretofore expended in any of the above entitled causes.

CONCLUSIONS OF LAW

Upon the foregoing findings of fact, the Court concludes as a matter of law:

1. The Court has jurisdiction of all parties and of the subject matter of the claims of all Plaintiffs and the counter-claims and cross-claims of all defendants.

2. Commerce is entitled to judgment against Stuyvesant in the amount of \$14,018.41.

3. Commerce is entitled to judgment against Morgan in the amount of \$3,957.93.

4. Foral is entitled to judgment against Stuyvesant in the amount of \$2,932.55.

5. In cause number 2955, Foral should take nothing upon its cross-claims against Stuyvesant or its counterclaim against Commerce.

6. In cause number 2954, Foral and Morgan should take nothing on their counterclaim against Commerce and Waincott.

7. All issues, controversies, claims and demands between and among the parties arising out of the agency agreement dated August 1, 1950, between Stuyvesant and Foral, the agency agreement dated October 10, 1949, between Waincott and Morgan purporting to act as general agent for Stuyvesant, the Re-insurance Agreement effective August 1, 1950, between Stuyvesant and Foral, the sub-agency agreement dated June 1, 1950, between Waincott and Morgan acting as agent for Foral, the sub-agency



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

HARTFORD ACCIDENT & INDEMNITY COMPANY, )  
a corporation, )

Plaintiff, )

-vs-

CHARLES E. JOHNSON and GERALD T. )  
RISCHARD, )

Defendants. )

No. 3405 Civil

**FILED**

JAN 27 1954

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

D E C R E E

NOW, on this 22nd day of January, 1954, this action coming on for hearing upon the motion of the plaintiff praying this court for a default judgment or decree in the above captioned matter. Plaintiff appeared by counsel, Alfred B. Knight, and the defendants and each of them failed and neglected to make any appearance in person or by counsel. After oral argument and introduction of evidence, the court finds that the plaintiff is a foreign corporation, that defendant, Charles E. Johnson, is a resident of Okmulgee County, and that the defendant, Gerald T. Rischard, is a resident of Tulsa County; that diversity of citizenship exists between the parties and that the amount in controversy is in excess of \$3,000.00, exclusive of interest and costs.

The court further finds that the plaintiff made, executed and delivered to Gerald T. Rischard a certain policy of insurance No. AH 751131, covering a 1952 Chevrolet pick-up truck, motor No. KEA 477252; that a certain accident occurred on or about the 31st day of January, 1953, in the State of Kansas and that the aforesaid vehicle was being driven at said time and place by Charles E. Johnson.

The court further finds that an action has been instituted in the District Court of Okmulgee County, State of Oklahoma, by Mike Shigetomi No. 26008 against said Charles E. Johnson and, further, that an action has been instituted in said court by

Donald W. Applegreen, a minor, by and through his natural parent, natural guardian and next friend, Arthur Applegreen, No. 20809, against said Charles E. Johnson.

The court specifically finds that at the time and place of said accident, Charles E. Johnson did not have permission, either expressed or implied, or in law or in fact, to drive said pick-up truck at the time and place of said accident.

The court further finds that Gerald T. Rischard was not obligated, in law or in fact, for the act or acts of said Charles E. Johnson.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Charles E. Johnson did not have permission to drive said vehicle at the time and place of said accident; that Gerald T. Rischard is not obligated, in law or in fact, for the act or acts of Charles E. Johnson at the time and place of said accident; and that the policy of insurance No. AH 751131 does not include or cover the said accident and that the plaintiff herein does not have any liabilities or obligations to said Charles E. Johnson or Gerald T. Rischard by virtue of any claims, causes of action, suits or controversies arising or growing out of said accident on the 31st day of January, 1953.

*1st Royce Savage*  
\_\_\_\_\_  
Judge of the United States District  
Court in and for the Northern  
District of Oklahoma.

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

AMBERLEAN K. CHANDLER, )  
Administratrix of the Estate of )  
Bettie L. Ashford, Deceased, )

Plaintiff )

vs. )

THE EQUITABLE LIFE ASSURANCE )  
SOCIETY OF THE UNITED STATES, )  
a corporation, )

Defendant )

No. 3293

FILED

JAN 7 1954

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

ORDER APPROVING COMPROMISE SETTLEMENT  
AND DISMISSING SUIT WITH PREJUDICE

On this the 27 day of January, 1954, this matter comes on for hearing and consideration by this Court on the dismissal filed in this cause by the plaintiff and the request of the plaintiff, concurred in by the defendant, for the approval of this Court on the compromise settlement made, and the accord and satisfaction reached, and to dismiss this suit with prejudice.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that this Court approves, ratifies and confirms the settlement and accord and satisfaction reached by the parties, and grants the request for a dismissal with prejudice.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff's cause of action herein be, and the same is, hereby dismissed, with prejudice to plaintiff's right to further prosecute same, and at plaintiff's cost.

Done and dated in open court this the day and year first above written.

O. K.

Amos J. Hall  
Attorney for Plaintiff

W. E. [Signature]  
Attorneys for Defendant

Rayatt Savage  
Judge

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

Jane Simms, )  
)  
Plaintiff, )  
)  
vs. ) No. 3363 Civil  
)  
Best Motor Lines, a Corporation, )  
and Transport Insurance Company, )  
a Corporation, )  
)  
Defendants. )

FILED  
JAN 28 1954  
ROBERT C. BOOD  
Clerk, U.S. District Court

DISMISSAL WITH PREJUDICE

Comes now the plaintiff and dismisses the above styled and numbered cause of action with prejudice to the bringing of a future action, at the cost of the defendants.

Dated this 21<sup>st</sup> day of January, 1954.

Jane Simms

Plaintiff

Richard L. Wheatley

Attorney for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered cause of action be dismissed with prejudice to the bringing of a future action, at the cost of the defendants, this 28th day of January, 1954.

Royce H. Savage

U. S. District Judge

rdh/mr

UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Joe E. Couch and Irene Couch,

Defendants.

No. 3225 Civil

FILED

JAN 28 1954

FRANK D. HOOD  
U. S. District Court

ORDER OF DISMISSAL

NOW, on this 28th day of January, 1954, this matter coming on for hearing on application of plaintiff for dismissal of this cause and it being shown to the court that the amount sued for herein has been paid in full,

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

AND IT IS SO ORDERED.

*Rayan Savage*  
\_\_\_\_\_  
U. S. DISTRICT JUDGE

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

JOHN PAUL CUNNINGHAM,

Plaintiff,

-vs-

TROY DENNIS ASH,

Defendant.

DC. 3384 - CIVIL

FILED

FEB 1 - 1954

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

O R D E R

On this 1st day of January, 1954 it

appears that the parties hereto have arrived at a settlement of the above captioned cause and the same has been fully and finally disposed of between the parties and that the same should be dismissed from the docket.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the case be dismissed at the cost of the defendant.

[Signature]  
Judge

APPROVED AS TO FORM:

[Signature]  
Attorney for Plaintiff

[Signature]  
Attorney for Defendant

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

GLETA S. CUNNINGHAM,

Plaintiff,

-vs-

TROY DENNIS ASH,

Defendant.

No. 3385 CIVIL

FILED

FEB 1 - 1954

O R D E R

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

On this 14 day of January, 1954, it

appears that the parties hereto have arrived at a settlement of the above captioned cause and the same has been fully and finally disposed of between the parties and that the same should be dismissed from the docket.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the case be dismissed at the cost of the defendant.

[Signature]  
Judge

APPROVED AS TO FORM:

[Signature]  
Attorney for Plaintiff

[Signature]  
Attorney for Defendant

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

ANNA MASIKO,

Plaintiff,

-vs-

No. 3396 CIVIL

JAMES Q. OGDEN and F. F. OGDEN,  
a co-partnership doing business  
under the firm name of CHOUTEAU  
LIME COMPANY, and JAMES Q. OGDEN  
and F. F. OGDEN as individuals,

Defendants.

FILED

FEB 1 - 1954

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

O R D E R

On this 1<sup>st</sup> day of February, 1954, it  
appears that the parties hereto have arrived at a settlement  
of the above captioned cause and the same has been fully and  
finally disposed of between the parties and that the same  
should be dismissed from the docket.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
that the case be dismissed at the cost of the defendants.

[Signature]  
Judge

APPROVED AS TO FORM:

[Signature]  
Attorney for Plaintiff

[Signature]  
Attorney for Defendant

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

POWELL BROTHERS TRUCK LINES, INC. )  
v. Plaintiff ) No. 3221 - Civil  
RISS & COMPANY, INC. )  
Defendant )

JAMES H. BASS, D. W. SUMMITT )  
and GENERAL BONDING & INSURANCE )  
COMPANY ) Plaintiffs ) No. 3168 - Civil  
v. )  
POWELL BROTHERS TRUCK LINES, INC., )  
STANLEY EMMETT WEEKS and TRUCK )  
INSURANCE EXCHANGE ) Defendants )

RISS & COMPANY, INC. )  
v. Plaintiff ) No. 3169 - Civil  
POWELL BROTHERS TRUCK LINES, INC., )  
STANLEY E. WEEKS, and FARMERS TRUCK )  
INSURANCE EXCHANGE ) Defendants )

**FILED**

FEB 3 - 1954

JUDGMENT ENTRY

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

On January 25, 1953, the above three consolidated causes came on for trial and each of the above-mentioned parties appeared by their respective attorneys; thereafter a jury was duly impaneled and the hearing and the cause proceeded to trial; on January 27, 1954, after two days of trial, the jury after hearing all the evidence, the statements of counsel for the respective parties, being charged by the Court and being fully advised in the premises, found the issues in favor of Powell Brothers Truck Lines, Inc., Stanley Emmett Weeks, Farmers Truck Insurance Exchange, and against Riss & Company, Inc., National Indemnity Insurance Company of Omaha, Nebraska, James H. Bass and D. W. Summitt and General Bonding & Insurance Company in the following verdict:

"We, the jury in the above-entitled cases, upon our oath find the issues for Powell Brothers Truck Line, Inc., Truck Insurance Exchange, Stanley E. Weeks and against Riss & Company, Inc., and National Indemnity Insurance Company of Omaha, Nebraska, and assess damages as follows:

Powell Brothers Truck Lines, Inc.	\$ 1,311.57
Truck Insurance Exchange	13,895.87
Stanley E. Weeks	2,590.00"

W/ s/ W ARD ELL C. HARRIS  
Foreman"

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court, that Powell Brothers Truck Lines, Inc., have and recover of and from defendant Riss & Company, Inc., and National Indemnity Insurance Company of Omaha, Nebraska, the sum of \$1,311.57; further that Truck Insurance Exchange have and recover of and from defendant Riss & Company, Inc., and National Indemnity Insurance Company of Omaha, Nebraska, the sum of \$17,895.87; further that Stanley E. Weeks have and recover of and from defendant Riss & Company, Inc., and National Indemnity Insurance Company of Omaha, Nebraska, the sum of \$2,500.00, and their costs herein; and further ordered, adjudged and decreed that judgment be entered against General Bonding & Insurance Company, Davis Ward Summitt and James H. Bass on their respective claims.

(5)

Royce H. Savage  
Judge

APPROVED:

GRIGSEY, FOLIART & HUNT

OPHAM, THOMPSON, POHAM,  
MAYNELL, TRUSTY & GREEN

By        /s/ F. E. THOMPSON  
Counsel for Powell Brothers  
Truck Lines, Inc., Stanley  
Emmett Weeks and Truck In-  
surance Exchange

Don M. Jackson

Counsel for Riss & Company,  
Inc., National Indemnity  
Insurance Company of Omaha,  
Nebraska, General Bonding  
& Insurance Company, James  
H. Bass and D. W. Summitt

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF

OKLAHOMA

FILED

FEB 1 1954

A. E. FLOGES,

Plaintiff,

vs.

ROY L. JONES, d/b/a THE ROY L. JONES TRUCKING COMPANY' and THE AMERICAN FIDELITY & CASUALTY INSURANCE CO., a Corporation,

Defendants.

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

No. 3291-Civil

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This case came on for hearing on this 21st day of January, 1954, both parties announcing ready for trial and both parties waiving a jury; plaintiff appearing in person and by Attorneys B. W. Tabor and Truman B. Rucker, and the defendants appearing by their attorney, R. D. Hudson; evidence was produced and the case continued over until January 22nd; all parties appeared and further testimony had and the court finds the following findings of fact and conclusions of law and renders judgment as follows:

FINDINGS OF FACT

Upon hearing the evidence the court finds the defendants are liable to the plaintiff for any injuries sustained and damages done; the court further finds that the plaintiff's 1952 Chevrolet automobile was severely damaged, the plaintiff sustained serious injuries to his head and eyes from which he sustained permanent injuries; that plaintiff was caused to have hospitalization, medical treatment and x-rays and lost approximately three months time from his work, for all of which he should have judgment against the defendants.

CONCLUSIONS OF LAW

Judgment should be in favor of the plaintiff and against the defendants in the sum of \$535.17 medical and hospital bills; \$987.84 (loss of time from his work); car damage in the sum

of \$891.15; which totals \$2,814.05 actual damage; plaintiff is entitled to \$7,500.00 for injuries, present and future, and pain and suffering.

JUDGMENT

WHEREFORE, premises considered, the court does hereby render judgment in favor of the plaintiff and against the defendants in the total sum of \$10,314.06, and the necessary costs of the trial.

Judgment rendered this 22nd day of January, 1954.

15/ Royal H. Jones  
United States District Judge

APPROVED AS TO FORM

K. T. W. W. W.  
Attorney for Plaintiff

APPROVED AS TO FORM

15/ R. D. Hudson  
Attorney for Defendants

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

GENERAL ELECTRIC COMPANY,  
a corporation, )

Plaintiff, )

vs. )

S. DWIGHT SKAGGS and DONA MARY  
SKAGGS, individually, and )  
SKAGGS DRUG CENTER, a co-partnership )  
composed of S. Dwight Skaggs and )  
Dona Mary Skaggs, )

Defendants. )

No. 3436-Civil

FILED

FEB 2 - 1954

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

ORDER OF DISMISSAL

The parties to this action having filed herein their stipulation for a dismissal of this action without prejudice and without costs:-

IT IS ORDERED that this action be and it is hereby so dismissed as provided in said Stipulation.

Dated February 2nd, 1954.

151 Royce H. Savage  
District Judge

In the United States District Court for the District of Oklahoma  
at Oklahoma City

John J. ...  
Plaintiff,  
vs.  
... COMPANY,  
Defendant.

No. ...

**FILED**

FEB 5 - 1954

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

ORDER OF DISMISSAL

On this 5th day of February, 1954,

the undersigned, coming on to the court before me, and  
having read the case of the United States District Court for the  
District of Oklahoma, on the plaintiff's motion to dismiss  
the case and motion with prejudice, I do therefore order  
that the case shall be dismissed with prejudice to the  
action by the plaintiff herein.

Raymond Savage  
Clerk, U.S. District Court

...  
[Signature]  
Attorney for Plaintiff

...  
Joseph M. Best  
Attorney for Defendant

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

Fred W. Albertson, et al, )  
 )  
 Plaintiffs, )  
 vs. ) No. 3433 Civil  
 Ethan A. Mills, et al, )  
 )  
 Defendants. ) FILED

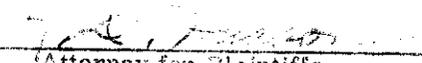
FEB 8 - 1954

MERRILL G. HOOD  
District Clerk

DISMISSAL WITH PREJUDICE

Come now the plaintiffs, Fred W. Albertson, Admiral Charles Andrews, Dr. Frank Baehr, George C. Davis, Ray A. Deaner, Frank H. McIntosh, Edward F. Morgan, Harold E. Mott, Columbus O'Donnell, Jack I. Potter, Morris S. Segal, Dr. Frank N. Stanton, W. E. Weisblatt and Vincent P. Welch, co-partners doing business under the firm name and style of Capital City Oil Company, a co-partnership, George C. Davis, and Vincent P. Welch, Harold E. Mott and Edward F. Morgan, co-partners doing business under the firm name and style of Petroleum Associates, a partnership, and dismiss the above styled and numbered action with prejudice to the bringing of a future action, at the cost of the plaintiffs.

Dated this 3rd day of February, 1954.

  
Attorney for Plaintiffs

IT IS HEREBY ORDERED that the above styled and numbered action be dismissed with prejudice this <sup>Cth</sup> 7 - day of February, 1954.

rdh/mr

  
U. S. District Judge

UNITED STATES DISTRICT COURT - DISTRICT OF COLUMBIA

REPORT OF DEPOSIT TO THE COURT

JOHN W. ...

Plaintiff

vs.

... Defendant

Defendant

No. 2074 MVD

FILED

FEB 11 1954

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

ORDER

On the 11th day of January, 1954, there came on for hearing before this court, pursuant to agreement of the parties, the motion of the defendant, dated 1/10/54, to dismiss the above entitled motion and it coming to the court by the plaintiff's counsel to disallow the above entitled motion.

IT IS THE COURT'S ORDER, ADJUDICATED AND DECREED that the above motion be and the same is hereby dismissed.

SO ORDERED.

*Raymond Savage*

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

CARLAND ENIX, )  
Plaintiff, )  
-vs- )  
H. J. HAPPEL, d/b/a )  
H. J. HAPPEL COMPANY, )  
Defendant. )

No. Civil 3375

**FILED**

FEB 23 1954

ORDER OF DISMISSAL

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

Now on this 23rd day of February, 1954, the above named plaintiff, Carland Enix, by his attorneys, Earl K. Howe and Earl Truesdell, and defendant, H. J. Happel d/b/a H. J. Happel Company, by his attorney, Alfred B. Knight, appeared before this Court and announced that the above matter had been settled between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the above captioned matter and claim be and the same is dismissed with prejudice at the cost of the defendant.

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

APPROVED:

[Signature]

[Signature]  
ATTORNEYS FOR PLAINTIFF

[Signature]  
ATTORNEY FOR DEFENDANT

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

INA PARTNEY,

Plaintiff,

-vs-

TULSA CITY LINES, INC.,  
A Corporation,

Defendant.

No. 3386 CIVIL

FILED

FEB 3 1954

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

MOTION TO DISMISS

Comes now the plaintiff, Ina Partney, and  
moves the court to dismiss the above-entitled cause, *with prejudice*  
*to the bringing of a future action,*

*Ina Partney*  
\_\_\_\_\_  
Plaintiff

*W. F. ...*  
\_\_\_\_\_  
Plaintiff's Attorney

ORDER

Now on this 23<sup>rd</sup> day of February, 1954,  
plaintiff's motion to dismiss coming on for hearing, the court  
being fully advised in the premises, finds that plaintiff's motion  
to dismiss should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED  
that the above-entitled cause be, and the same is hereby dismissed  
with prejudice to plaintiff's rights of bringing a future action.

*W. F. ...*  
\_\_\_\_\_  
Judge of the District Court of  
the United States for the  
Northern District of Oklahoma.

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

\* \* \* \*

IRENE M. RUSSELL,

Plaintiff,

-vs-

MRS. ROBERT N. TUTTLE,

Defendant.

No. 3389 Civil

FILED

FEB 3 1954

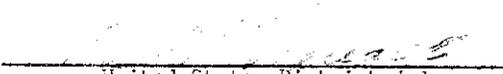
MONIE C. HOOD  
CLERK, U.S. District Court

ORDER DISMISSING ACTION

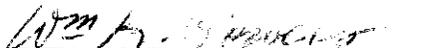
This cause came on to be heard on the stipulation of both parties hereto that this action may be dismissed. Both parties appeared by their attorneys and, in accordance with the terms of said stipulation,

IT IS ORDERED, ADJUDGED AND DECREED that this action be and the same is hereby dismissed on the merits and with prejudice to any further suit or action by plaintiff against defendant with respect to any of the matters or things mentioned in the complaint in this action.

Dated at Tulsa, Oklahoma, this 2 day of February, 1954.

  
United States District Judge

O. K.

  
Attorney for Plaintiff

  
Attorney for Defendant

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

MILDRED RUSSELL,

Plaintiff,

-vs-

MRS. ROBERT N. TUTTLE,

Defendant.

Civil No. 3388

FILED

FEB 5 1954

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

ORDER DISMISSING ACTION

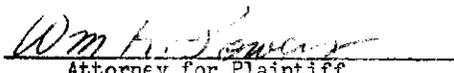
This cause came on to be heard on the stipulation of both parties hereto that this action may be dismissed. Both parties appeared by their attorneys, and, in accordance with the terms of said stipulation,

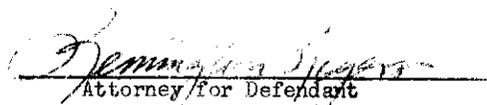
IT IS ORDERED, ADJUDGED AND DECREED that this action be and the same is hereby dismissed on the merits and with prejudice to any further suit or action by plaintiff against defendant with respect to any of the matters or things mentioned in the complaint in this action.

Dated at Tulsa, Oklahoma, this \_\_\_\_ day of February, 1954.

  
United States District Judge

O. K.

  
Attorney for Plaintiff

  
Attorney for Defendant

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

Miller & Miller Freight Lines,  
a copartnership composed of  
L. F. Miller and F. D. Miller,  
and William H. Jobe,

Plaintiffs,

vs.

Mary Jane Burke, James A.  
Burke, and  
Dickey, Terry and Richard, a  
copartnership composed of  
H. G. Dickey, Bill L. Terry  
and Joe Richard,

Defendants.

No. 3401 Civil.

FILED

MAR - 1 1954

NORMAN T. HOGAN  
Clerk, U.S. District Court

AGREED JUDGMENT.

It appearing to the Court that the defendants, Dickey, Terry and Richard, a copartnership, and its individual members, H. G. Dickey, Bill L. Terry and Joe Richard, have settled and compromised their claim for attorneys fees against the plaintiffs, Miller & Miller Freight Lines, a copartnership composed of L. F. Miller and F. D. Miller, and William H. Jobe, which is set forth in their cross-complaint on file herein, for a valuable consideration which has been paid to them, and have filed herein their written motion to dismiss their cross-complaint, with prejudice, and the Court finding such action to be proper;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the cross-complaint of defendants Dickey, Terry and Richard, a copartnership composed of H. G. Dickey, Bill L. Terry

and Joe Richard, against plaintiffs, Miller & Miller Freight Lines, a copartnership composed of L. F. Miller and F. D. Miller, and William H. Jobe, for attorneys fees, be and the same is hereby dismissed with prejudice.

DATED this 1<sup>st</sup> day of <sup>March</sup> February, 1954.

121 Royal H. [Signature]  
JUDGE.

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

\* \* \* \* \*

WALSH & LEVINE, A Co-Partnership )  
Consisting of WILLIAM F. WALSH and )  
ROBERT L. LEVINE, )

Plaintiff, )

-vs-

No. 3415 - Civil

FROST GEOPHYSICAL CORPORATION, )  
A Corporation, )

Defendant. )

FILED

NOV 1 1954  
Dist. Ct. District of Okla.

JOURNAL ENTRY OF JUDGMENT

Now on this 15 day of March, 1954, the above styled and numbered action came on for trial in its proper order before the undersigned United States District Judge, plaintiff appearing by its attorneys, Ungerman, Whitebook, Grabel & Ungerman, and the defendant appearing by its attorneys, Radford, March & Triplett, and all parties having waived their rights to a trial by jury, the Court proceeded to hear the testimony of a witness sworn and examined in open Court, and from the plaintiff resting its cause the defendant offered no testimony, and from the said testimony the Court finds that the defendant herein is indebted to the plaintiff upon a certain promissory note dated the 31st day of January, 1953, and amounting to \$3,120.00 with interest thereon at the rate of 6 per cent per annum from date of judgment, together with all of the costs of the action.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THIS COURT that the plaintiff, Walsh & Levine, a co-partnership, consisting of William F. Walsh and Robert L. Levine, have and recover judgment of and against the defendant, Frost Geophysical Corporation, a corporation, for the sum of \$3,120.00, with interest thereon at the rate

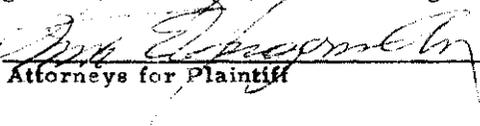
of 6 per cent per annum from the date of judgment, together with all of the court costs of this action.

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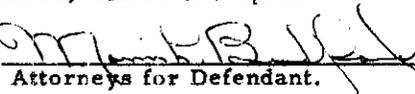
United States District Judge

APPROVED AS TO FORM:

Ungerma, Whitebook, Grabel & Ungerma

By   
Attorneys for Plaintiff

Bradford, March & Triplett

By   
Attorneys for Defendant.

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

E. A. COLBERT, MYRTLE COLBERT  
and RAYMOND COLBERT,

Defendants.

No. 2911 Civil

FILED

1954

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

ORDER CONFIRMING MARSHAL'S SALE

NOW, on this 1st day of March, 1954, there coming on for hearing the motion of the plaintiff herein to confirm the sale of real property made by the United States Marshal for the Northern District of Oklahoma on the 16th day of February, 1954, under a writ of execution issued by the Court Clerk for the United States District Court for the Northern District of Oklahoma and the plaintiff appearing by John S. Athens, United States Attorney for the Northern District of Oklahoma, and no one appearing in objection thereto, and the court having carefully examined the proceedings of the said marshal under said writ of execution finds that said writ was duly levied upon the following described real property belonging to the said defendants:

Lots Seven (7) and Eight (8), Block Thirty-six (36),  
Original Town of Jenks, Tulsa County, Oklahoma,

the same not being exempt from levy and sale upon execution and the plaintiff having been authorized by said judgment to have the United States Marshal levy execution upon said real property; that said real property was duly appraised by three disinterested householders at the sum of \$450.00; that the said marshal caused due and legal notice of said sale to be published at least once a week for five (5) successive weeks next preceding the date of said sale in the Tulsa Daily Legal News, a newspaper printed in and of general circulation in Tulsa County, State of Oklahoma, as appears from the printer's affidavit of publication attached to said return and that on the date thereon fixed, to-wit, the 16th day of February, 1954, said real property was sold to Ernest C. Carter, he being the highest and best bidder therefor, for the sum of \$475.00, which is more than two-thirds of the appraised value of said property.

The court further finds that said sale was in all respects made in conformity with the law in such cases made and provided and that said sale was legal in all respects.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that said marshal's sale and all proceedings under the writ of execution issued herein be and the same are hereby approved and confirmed, and

IT IS FURTHER ORDERED that James Y. Victor, as United States Marshal for the Northern District of Oklahoma, make and execute to the said Ernest C. Carter a good and sufficient deed for the said premises so sold, and

IT IS FURTHER ORDERED that the said Ernest C. Carter, the purchaser of said premises, lands and tenements at said sale, as aforesaid, be immediately let into possession of said premises, and each and every part thereof; and the Clerk of this Court is ordered to issue a writ of assistance to the United States Marshal for the Northern District of Oklahoma, directing him to place the said Ernest C. Carter, purchaser of said premises, in full possession thereof; and the said defendants, and each of them, and every person who has come into possession of said premises, or any part thereof, under said defendants, or either of them, since the commencement of this action, shall upon presentation of such writ of assistance, immediately deliver possession thereof to the said purchaser, and that the refusal of said defendants, or either of them, or anyone in possession of said premises or any part thereof, under them or either of them, as aforesaid, to deliver immediate possession of said premises to the said purchaser, shall constitute contempt of this Court.

*151 Royce W. H. H. H.*  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

No. 3424 Civil

NOVA Z. WOODS and MARTHA WOODS,

Defendants.

J U D G M E N T

NOW, on this 2<sup>nd</sup> day of March, 1954, it having been shown to the court by the affidavit of the plaintiff filed herein that the defendants are in default.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover from the defendants the sum of \$365.36 principal, together with interest thereon at the rate of 6% per annum from October 2, 1953 and costs of this action.

AND IT IS SO ORDERED.

187 Royce H. Swenson  
UNITED STATES DISTRICT JUDGE

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

GORDEN C. ALBERTSON,

Plaintiff,

-vs-

EAGLE-RICHER COMPANY,  
Corporation,

Defendant.)

No. 3430

FILED

MAR 3 1954

ROBERT C. MOORE  
Clerk, U.S. District Court

O R D E R

Now, on this 3rd day of March, 1954, 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 parties have settled said cause out of court and have filed their written stipulation herein for dismissal with prejudice to a new action at the cost of the defendant but without attorneys' fees to either side, and the Court being well and sufficiently advised in the premises.

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

12 Royce W. Dwyer  
Judge

APPROVED:

NORMAN, POLLOCK & WARTER

By Emerson F. Fisher  
Attorneys for Plaintiff

Al Wallace  
John H. Wallace  
James H. ...  
Attorneys for Defendant

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION, FILE NUMBER 3182.

JOHN F. DAVIS, et al, )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 COUNTY TREASURER OF CREEK )  
 COUNTY, OKLAHOMA, et al, )  
 )  
 Defendants. )

SUMMARY JUDGMENT.

FILED

MAR 5 1954

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

The motion of the defendant Sun Oil Company for summary judgment pursuant to Rule 56 (b) (c) of the Rules of Civil Procedure, having been presented on this 2nd day of March, 1954, and, being fully advised, the Court finds that Sun Oil Company is entitled to a summary judgment as a matter of law against Comail Oil Company, Maud Dean Wilson, Emma Jane Howell, Emma Biggers, Lyman Yahola, Annie Yahola, the Estate of Daniel Yahola, Mary Yahola, now Gouge, Joe Yahola, Alonzo Yahola, John F. Davis, G. C. Stout, Lucille M. Adcock, Henry C. Becker, and the Estate of John Smith, also known as John Smith, Jr.

Specifically, the Court finds, and it is ordered, adjudged and decreed:

1. That Sun Pipe Line Company of Illinois, a wholly owned subsidiary of Sun Oil Company, owns a valid pipe line right of way and easement across the lands involved in this action.
2. That Sun Oil Company, through its subsidiary carrier, installed its pipe line gathering system on the Riverbed "B" Lease, described as Well No. 5 in the Cimarron Riverbed abutting and appurtenant to Lot Three (3) of Section Eight (8), Township Eighteen (18) North, Range Seven (7) East, Creek County, Oklahoma, (hereinafter referred to as the "Riverbed 'B' Lease"), on January 1, 1931; that Sun

Oil Company's possession of that portion of the premises necessary and incident to the operations conducted by it has been open, visible and continuous since January 1, 1931; that Maud Dean Wilson, Emma Jane Howell, Emma Biggers, Lyman Yahola, Annie Yahola, Daniel Yahola, Mary Yahola, now Gouge, Joe Yahola, Alonzo Yahola, and John F. Davis all acquired whatever interests they may hereafter be determined to own in the mineral rights under the Riverbed "B" Lease on or after December 27, 1934; that Sun Oil Company was purchasing the royalty interest production at all times between January 1, 1931, and November 1, 1948, pursuant to the terms of a Division Order executed by John Smith on July 1, 1931; that on July 1, 1931, John Smith owned all of the royalty interest share of production from such lease and that Sun Oil Company was obligated under its Division Order to pay all of the proceeds apportionable to the royalty interest share of production to John Smith; that Sun Oil Company had no actual notice nor any notice of facts sufficient to put it on inquiry as to the existence of conveyances to or claims being asserted by Maud Dean Wilson, Emma Jane Howell, Emma Biggers, Lyman Yahola, Annie Yahola, Daniel Yahola, Mary Yahola, now Gouge, Joe Yahola, and Alonzo Yahola prior to April of 1949; that by reason of these facts Sun Oil Company was not bound to take constructive notice of the recorded conveyances to the parties last above named, nor was it a constructive trustee of the proceeds apportionable to the royalty interest share of production for their benefit; that such parties are now estopped and barred by the Oklahoma Statute of Limitation, being Title 12, O.S.A., Section 95, Subsections 2 and 3, and by their own laches from asserting any liability as against Sun Oil Company for oil purchased and run from the Riverbed "B" Lease prior to November 1, 1948, and that Sun Oil Company be discharged from all liability in connection therewith.

3. That Sun Oil Company has fully and properly accounted for all oil purchased and run by it from Comail Oil Company's Riverbed "B" Lease for the period from January 1, 1931, to June 30, 1953; that Exhibit "G" attached to Sun Oil Company's Answer in this cause is a true, correct, and complete itemized account of all purchases, receipts, and disbursements made by it during the period from January 1, 1931, to June 30, 1953, from which it appears the total gross value of the oil purchased and run during the period covered by the account equalled the sum of \$95,712.94. Of this amount Sun Oil Company has paid: \$4,439.46 for gross production and excise taxes which it was required by law to deduct and pay to Governmental Agencies; \$3,529.89 to Eli D. Bernstein, which is the full value of the seven-eighths (7/8) working interest share of production from January 1, 1931, to November 30, 1932; \$76,334.51 to Comail Oil Company, which is the full value of the seven-eighths (7/8) working interest share of production from December 1, 1932, to June 30, 1953; \$7,426.68 to John Smith, also known as John Smith, Jr., which is the full value of the one-eighth (1/8) royalty interest share of production from January 1, 1931, to November 1, 1948. The remaining balance of \$3,982.40, is the full value of the one-eighth (1/8) royalty interest share of production for the period from November 1, 1948, to June 30, 1953. Sun Oil Company's account for all oil purchases from the Riverbed "B" Lease prior to June 30, 1953, is hereby closed and it is discharged from any further liability in connection therewith, except that the Court determines Sun Oil Company to be liable in the amount of \$3,982.40 to those persons who have owned interests in the royalty share of production from such lease between November 1, 1948, and June 30, 1953, the identity and proportionate amounts owed to each owner to be determined by the Court at a subsequent date. Sun Oil Company is hereby ordered and

directed to hold the amount of \$3,982.40 in trust for the benefit of such royalty interest owners, together with all proceeds which have accrued since June 30, 1953, and which will accrue to the credit of the royalty interest share of production during the pendency of this action, until by the further order of this Court it is directed to disburse such funds by an order specifying the persons to whom disbursements should be made and the proportionate amount each is to receive. The Court retains jurisdiction over Sun Oil Company to require an accounting for all oil purchased and run from the Riverbed "B" Lease subsequent to June 30, 1953, and prior to the date of final judgment in this cause, and to compel compliance with the further orders of this Court pertaining to distribution of the funds held in trust by Sun Oil Company.

4. That Sun Oil Company has fully and properly accounted for all oil purchased and run by it from Comail Oil Company's Yahola Lease (hereinafter referred to simply as "Yahola Lease"), described as the upland only to Lots Eight (8) and Nine (9) of Section Eight (8), Township Eighteen (18) North, Range Seven (7) East, Creek County, Oklahoma, for the period from March 1, 1949, to June 30, 1953; that Exhibit "B" attached to Sun Oil Company's Answer in this cause is a true, correct, and complete itemized account of all purchases, receipts, and disbursements made during the period from March 1, 1949, to June 30, 1953, from which it appears the gross value of the oil purchased and run during the period covered by the account equalled the sum of \$52,138.36. Of this amount Sun Oil Company has paid: \$2,630.96 for gross production and excise taxes which it was required by law to deduct and pay to Governmental Agencies; \$43,318.86 to Comail Oil Company, which is the full value of the seven-eighths (7/8) working interest share of production from March 1, 1949, to June 30, 1953. The



UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FRANK STATON and ANNA STATON,  
Plaintiffs,

vs.

UNITED STATES OF AMERICA,  
Defendants.

No. 3226 Civil

FILED

MAR 10 1954

WALTER B. HENRY  
Clerk of the District Court

J U D G M E N T

Now, on this 9th day of March, 1954, there coming on for hearing application of the parties hereto for entry of an agreed judgment, plaintiffs appearing by their attorney, Byron V. Boone, and the defendant appearing by John S. Athens, United States Attorney for the Northern District of Oklahoma. It appearing to the court that the parties hereto have agreed that judgment be entered for the plaintiffs and against the defendant in the sum of \$4,000.00, said sum having been agreed upon by the parties hereto as the compensation due plaintiffs for damages sustained by them by reason of the unlawful taking of their property, as set forth in the claim filed herein and it further appearing to the court that as further consideration for entry of such judgment for plaintiffs against the defendant plaintiffs have agreed to grant and convey unto defendant a perpetual avigation easement and right-of-way over the property described in their complaint and have heretofore and on this day made and delivered to the defendant an instrument granting and conveying such an easement which defendant has accepted in satisfaction of plaintiffs' agreement.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that plaintiffs, Frank Staton and Anna Staton have and recover from the defendant, United States of America, the sum of \$4,000.00, together with interest thereon at the rate of 4% per annum from this date until paid, provided that such interest shall cease thirty (30) days after the date of approval of appropriation enactment by Congress providing for payment thereof.

Walter B. Henry  
U. S. DISTRICT JUDGE

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

FILED

McNAMAN BOALTY & FANE, G., a Corporation, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 LOCAL 4522 OF THE UNITED STEELWORKERS )  
 OF AMERICA, CIO, an Unincorporated )  
 Association, )  
 )  
 Defendant. )

1954  
MAY 11 1954  
Clerk of District Court

Civil Action  
No. 3406

ORDER ALLOWING DISMISSAL ON PLAINTIFF'S MOTION

Upon Plaintiff's Motion for leave to discontinue this action,  
it is ordered that the Complaint be dismissed without prejudice,  
with no cost to Defendant.

DATED this 10 day of July, 1954.

*[Signature]*  
District Judge

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

Civil No. 3104

ROYSE SAMPSON, doing business as  
ROYSE SAMPSON MOTOR CO.,

Defendant.

FILED

MAR 11 1934

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

DISMISSAL

Comes now the plaintiff, the United States of America, and dismisses the cause of action herein at cost of the defendant, with prejudice, compromise having been tendered and accepted in full and complete settlement of all demands, actions and claims on all overcharges asserted against Royse Sampson, doing business as Royse Sampson Motor Company.

/s/ John S. Athens  
John S. Athens  
United States Attorney

/s/ Hobart Brown  
Hobart Brown  
Assistant U. S. Attorney

Attorneys for Plaintiff.

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

No. 3408 Civil

One 1951 Chevrolet Sedan,  
Motor No. JAAL90797,

Respondent,

Opal Lucille Norris and Sharp  
Finance Company, Tulsa, Oklahoma,

Claimants.

FILED

MAR 11 1954

ROSE C. HOOD  
Clk. U.S. District Court

J U D G M E N T

NOW, on this 8th day of March, 1954, this matter having come on for trial and the court being fully advised in the premises and upon consideration thereof as set out in the Findings of Fact and Conclusions of Law filed herein orders as follows:

IT IS ORDERED, ADJUDGED AND DECREED that the 1951 Chevrolet Sedan, Motor No. JAAL90797, be and the same is hereby ordered forfeited to the United States of America and the same is ordered delivered over to the Regional Commissioner of Internal Revenue, Treasury Department, Dallas, Texas, or his order, pursuant to its application filed herein as provided under Section 304 of the Liquor Law Repeal and Enforcement Act (49 Stat. 880, 40 U.S.C. 304i), as amended by Section 102(a) of the Federal Property and Administrative Services Act of 1949, as amended (63 Stat. 380; 5 U.S.C. 630a), upon the payment of costs of seizure and storage by the Alcohol and Tobacco Tax Division, Bureau of Internal Revenue.

AND IT IS SO ORDERED.

*1st Royal H. ...*  
\_\_\_\_\_  
JUDGE

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

ARTHUR H. BOBROW and LENORA BOBROW, )  
 )  
 Plaintiffs, )  
 )  
 vs )  
 )  
 ALBION ELECTRIC MANUFACTURING COMPANY, )  
 a Delaware corporation, )  
 )  
 Defendant. )

No. 3292-C

FINDINGS OF FACT AND CONCLUSIONS OF LAW  
AND DECREE

The above entitled action came on for trial before the Court without a jury; Plaintiffs appearing in person and by their attorneys Irvine H. Dingerman, Esq., C. A. Whitbook, Esq., Ernest E. Cluett, Jr., and C. R. Thurlwell, Esq., and the Defendant appearing by its attorney, Charles A. Kothe, Esq., of the firm of Kothe & Huff, and testimony having been offered and briefs filed by both parties, and the Court having been duly advised in the premises, now makes and files its

FINDINGS OF FACT

I.

That Plaintiffs' residential property is located in an inherently industrial environment and is located adjacent to an area zoned for industrial business purposes, and is in the vicinity of railroad tracks and warehouse and industrial installations from which some noise and disturbance was bound to emanate from normal operations in the area, and that in any such highly industrialized area such as this, there would be some noise from time to time even if Defendant's manufacturing plant had not been built and located next door to the Plaintiffs' residential property.

II.

That the fair market value of Plaintiffs' property for residential purposes is affected a great deal by its mere location near the adjoining industrial area.

III.

That the construction of the industrial type building of the defendant alone, completely aside and independent from its later use as a manufacturing plant and aside from the noises later resulting from the manufacturing operations therein, in itself constituted and caused a further diminution in the fair market value of plaintiffs' adjacent residential property, with the industrial building of defendant being located almost on the property line adjacent to plaintiffs' property and with said industrial building being built in the early part of 1952, and completed in March, 1952, in close proximity to the residential improvements on plaintiffs' property, including plaintiffs' home and rental apartment units.

IV.

That an operation of the industrial manufacturing business by defendant in the industrial type building immediately adjacent to plaintiffs' residential property has caused some noise and inconvenience to plaintiffs, and the resultant noises emanating from the operation of defendant's business has very likely resulted in some further diminution in the fair market value of plaintiffs' residential premises.

V.

That there was a period during the operation of the industrial manufacturing plant by defendant in which they carried on said operations in the nighttime after normal working hours, but which night operations have been voluntarily discontinued at the present time.

CONCLUSIONS OF LAW

From the foregoing facts, the Court concludes that notwithstanding a diminution of value in plaintiffs' property, by reason of the construction of the building on adjacent property, irrespective of its use, it does not constitute an unreasonable interference with the occupancy and enjoyment by plaintiffs of their premises as such, and since defendant's operations of machine tools

and equipment in said building were not conducted in such a manner as to constitute an unreasonable interference with Plaintiffs' occupancy and enjoyment of their premises adjacent to Defendant's property, taking into consideration all of the environmental circumstances, there exists no basis for the recovery of damages by Plaintiffs, either under the theory of common law nuisance, or under Article 2, Section 23 of the Oklahoma Constitution, and no legal grounds exist for the issuance of an injunction.

IT IS HEREBY THE JUDGMENT OF THIS COURT that Plaintiffs take nothing by their said Complaint that the prayer for injunction be denied, and that Defendant have judgment for its costs and disbursements herein expended.

LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED this 12<sup>th</sup> day of March, 1954.

*Rayce H. Savage*  
United States District Judge

APPROVE AS TO FORM:

Attorneys for Plaintiff

by \_\_\_\_\_

attorney for Defendant,  
ROTHS & HUFF

by *[Signature]*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

EDITH RUTH COLLARS,

Plaintiff,

v.

UNITED STATES OF AMERICA,

Defendant.

NO. 3357 Civil

FILED

MAR 12 1954

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

OFFICIAL TRANSFERRING CASE

NOW on this 12th day of March, 1954, the above entitled cause comes on for hearing upon the motion of defendant, United States of America, to transfer this cause to the United States District Court for the District of New Mexico, and the Court, after consideration of said motion and the argument of counsel, finds that this cause should be removed to the United States District Court for the District of New Mexico, and that such transfer is for the convenience of the parties and witness, will minimize the trial expense and is in the interest of justice, as provided by Title 28, Section 1404(a) U.S.C.A.

IT IS THEREFORE ORDERED that this cause be and the same is hereby transferred to the United States District Court for the District of New Mexico at Albuquerque, New Mexico.

IT IS FURTHER ORDERED that the United States be and it hereby is granted thirty (30) days in which to plead or answer in this cause.

W. C. H. Jones  
U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

No. 3432 Civil

One 1952 Dodge Convertible,  
Motor No. D42-346264,

Respondent,

Interstate Securities Company, Inc.,  
of Tulsa, Oklahoma, and Griffin Motor  
Company, of Tulsa, Oklahoma, and Carl  
D. Stewart,

Claimants.

FILED  
MAR 10 1954  
COURT CLERK

J U D G M E N T

NOW, on this 8th day of March, 1954, this matter having come on for trial, the court being fully advised in the premises and upon consideration thereof as set out in the Findings of Fact and Conclusions of Law filed herein, orders as follows:

IT IS ORDERED, ADJUDGED AND DECREED that the 1952 Dodge Convertible, Motor No. D42-346264, be and the same is hereby forfeited to the United States of America.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Interstate Securities Company, Inc., of Tulsa, Oklahoma, be and is hereby allowed mitigation of forfeiture in the amount of its lien, to-wit, \$1,008.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the United States Marshal for the Northern District of Oklahoma sell the automobile at public sale to the highest bidder upon notice given by posting in three public places and that the proceeds of said sale be applied as follows:

1. Payment of court costs;
2. Payment of costs of seizure and storage;
3. Payment of the lien of the Interstate Securities Company, Inc., Tulsa, Oklahoma, in the amount of \$1,008.00,

and that the residue, if any, be paid to the Treasurer of the United States.

AND IT IS SO ORDERED.

W. J. ...  
JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Libelant,

vs.

30 bags, more or less, each containing 10  
pounds; 12 bags, more or less, each con-  
taining 25 pounds, and 76 bags, more or  
less, each containing 50 pounds of an arti-  
cle labeled in part: (bag) "\*\*\* Lite Flake  
Flour Phosphated Bleached Enriched \*\*\*",

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

340 pounds, more or less, of corn meal in  
6 unlabeled burlap bags and 15 bags, more  
or less, each containing 10 pounds of corn  
meal labeled in part: (bag) "\*\*\* The Honey  
Creek Mill White Corn Meal \*\*\*"

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

13 cases, more or less, each containing  
12 cartons of an article labeled in part:  
(carton) "Scotch Brand Oats Weight 3 lbs.  
\*\*\*",

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

4 cases, more or less, each containing  
24 bags of an article labeled in part:  
"Highest Quality" American Beauty Macaroni  
Products \*\*\* 100% No. 1 Semolina Net Weight  
1 lb. \*\*\*",

Claimant,

No. 3447 Civil

FILED

OCT 1 1934

NOBLE J. ADAMS  
Clerk U.S. District Court

No. 3448 Civil

No. 3449 Civil

No. 3450 Civil

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3451 Civil

6 cases, more or less, each containing  
24 cartons of an article labeled in part:  
(carton) "Net Wt. 2 Pounds \*\*\* Q and Q  
Brand Macaroni Spaghetti Products \*\*\*";  
(case) "\*\*\* Cut Macaroni \*\*\*",

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3452 Civil

10 cases, more or less, each containing  
24 jars of an article labeled in part:  
(jar) "Coldcraft Net Wt. 1 Lb. Peanut  
Butter \*\*\*",

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3453 Civil

32 cases, more or less, each containing  
24 jars of an article labeled in part:  
(jar) "Scott Co, Spaghetti With Tomato  
Sauce and Cheese \*\*\* Contents 1 Lb.  
1 Oz. \*\*\*"

Claimant.

FINAL DECREE

NOW on this 13<sup>th</sup> day of March, 1954, this cause comes on for hearing, the libelant being represented by John S. Athens, United States Attorney for the Northern District of Oklahoma, and the respondents appear not but are wholly in default for want of answer or other pleading to the Libel of Information herein filed, although duly and regularly served with notice of the pendency of this action, and the time to answer or otherwise plead has long since passed.

And the Court, after being fully advised in the premises finds that said products under seizure herein are adulterated as alleged in the Libel of Information, and are subject to attachment, seizure and confiscation under the provisions of the Federal Food, Drug and Cosmetic Act of June 25, 1938 and more particularly within the meaning of 21 U.S.C.A. 334.

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Libelant,

vs.

30 bags, more or less, each containing 10  
pounds; 12 bags, more or less, each con-  
taining 25 pounds, and 76 bags, more or  
less, each containing 50 pounds of an arti-  
cle labeled in part: (bag) "\*\*\* Lite Flake  
Flour Phosphated Bleached Enriched \*\*\*",

Claimant,

No. 3447 Civil

UNITED STATES OF AMERICA,

Libelant,

vs.

340 pounds, more or less, of corn meal in  
6 unlabeled burlap bags and 15 bags, more  
or less, each containing 10 pounds of corn  
meal labeled in part: (bag) "\*\*\* The Honey  
Creek Mill White Corn Meal \*\*\*"

Claimant,

No. 3448 Civil

UNITED STATES OF AMERICA,

Libelant,

vs.

13 cases, more or less, each containing  
12 cartons of an article labeled in part:  
(carton) "Scotch Brand Oats Weight 3 lbs.  
\*\*\*",

Claimant,

No. 3449 Civil

UNITED STATES OF AMERICA,

Libelant,

vs.

4 cases, more or less, each containing  
24 bags of an article labeled in part:  
"Highest Quality" American Beauty Macaroni  
Products \*\*\* 100% No. 1 Semolina Net Weight  
1 lb. \*\*\*",

Claimant,

No. 3450 Civil

UNITED STATES OF AMERICA, )  
 Libelant, )  
 vs. ) No. 3451 Civil  
 6 cases, more or less, each containing )  
 24 cartons of an article labeled in part: )  
 (carton) "Net Wt. 2 Pounds \*\*\* Q and Q )  
 Brand Macaroni Spaghetti Products \*\*\*"; )  
 (case) "\*\*\* Cut Macaroni \*\*\*", )  
 Claimant, )

UNITED STATES OF AMERICA, )  
 Libelant, )  
 vs. ) No. 3452 Civil  
 10 cases, more or less, each containing )  
 24 jars of an article labeled in part: )  
 (jar) "Goldcraft Net Wt. 1 Lb. Peanut )  
 Butter \*\*\*", )  
 Claimant, )

UNITED STATES OF AMERICA, )  
 Libelant, )  
 vs. ) No. 3453 Civil  
 32 cases, more or less, each containing )  
 24 jars of an article labeled in part: )  
 (jar) "Scott Co, Spaghetti With Tomato )  
 Sauce and Cheese \*\*\* Contents 1 Lb. )  
 1 Oz. \*\*\*" )  
 Claimant. )

FINAL DECREE

NOW on this 16<sup>th</sup> day of March, 1954, this cause comes on for hearing, the libelant being represented by John S. Athens, United States Attorney for the Northern District of Oklahoma, and the respondents appear not but are wholly in default for want of answer or other pleading to the Libel of Information herein filed, although duly and regularly served with notice of the pendency of this action, and the time to answer or otherwise plead has long since passed.

And the Court, after being fully advised in the premises finds that said products under seizure herein are adulterated as alleged in the Libel of Information, and are subject to attachment, seizure and confiscation under the provisions of the Federal Food, Drug and Cosmetic Act of June 25, 1938 and more particularly within the meaning of 21 U.S.C.A. 334.

The court further finds that if all of the above actions had been consolidated in one complaint at the time of filing thereof, the court costs would have been in the amount of \$50.80.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that said articles should be and the same are hereby condemned and forfeited to the United States of America.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Vinita Wholesale Grocer Company pay to the United States Court Clerk the sum of \$55.80 as court costs, and that no other court costs be assessed against the Vinita Wholesale Grocer Company of Vinita, Oklahoma.

  
U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3447 Civil

30 bags, more or less, each containing 10  
pounds; 12 bags, more or less, each con-  
taining 25 pounds, and 76 bags, more or  
less, each containing 50 pounds of an arti-  
cle labeled in part: (bag) "\*\*\* Lite Flake  
Flour Phosphated Bleached Enriched \*\*\*",

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3448 Civil

340 pounds, more or less, of corn meal in  
6 unlabeled burlap bags and 15 bags, more  
or less, each containing 10 pounds of corn  
meal labeled in part: (bag) "\*\*\* The Honey  
Creek Mill White Corn Meal \*\*\*"

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3449 Civil

13 cases, more or less, each containing  
12 cartons of an article labeled in part:  
(carton) "Scotch Brand Oats Weight 3 lbs.  
\*\*\*",

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3450 Civil

4 cases, more or less, each containing  
24 bags of an article labeled in part:  
"Highest Quality" American Beauty Macaroni  
Products \*\*\* 100% No. 1 Semolina Net Weight  
1 lb. \*\*\*",

Claimant,

FILED

1934

RECEIVED  
Clerk U.S. District Court

UNITED STATES OF AMERICA, )  
 Libelant, )  
 vs. ) No. 3451 Civil  
 6 cases, more or less, each containing )  
 24 cartons of an article labeled in part: )  
 (carton) "Net Wt. 2 Pounds \*\*\* Q and Q )  
 Brand Macaroni Spaghetti Products \*\*\*"; )  
 (case) "\*\*\* Cut Macaroni \*\*\*", )  
 Claimant, )

UNITED STATES OF AMERICA, )  
 Libelant, )  
 vs. ) No. 3452 Civil  
 10 cases, more or less, each containing )  
 24 jars of an article labeled in part: )  
 (jar) "Goldcraft Net Wt. 1 Lb. Peanut )  
 Butter \*\*\*", )  
 Claimant, )

UNITED STATES OF AMERICA, )  
 Libelant, )  
 vs. ) No. 3453 Civil  
 32 cases, more or less, each containing )  
 24 jars of an article labeled in part: )  
 (jar) "Scott Co, Spaghetti With Tomato )  
 Sauce and Cheese \*\*\* Contents 1 Lb. )  
 1 Oz. \*\*\*" )  
 Claimant. )

FINAL DECREE

NOW on this 17<sup>th</sup> day of March, 1954, this cause comes on for hearing, the libelant being represented by John S. Athens, United States Attorney for the Northern District of Oklahoma, and the respondents appear not but are wholly in default for want of answer or other pleading to the Libel of Information herein filed, although duly and regularly served with notice of the pendency of this action, and the time to answer or otherwise plead has long since passed.

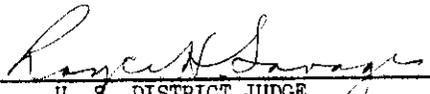
And the Court, after being fully advised in the premises finds that said products under seizure herein are adulterated as alleged in the Libel of Information, and are subject to attachment, seizure and confiscation under the provisions of the Federal Food, Drug and Cosmetic Act of June 25, 1938 and more particularly within the meaning of 21 U.S.C.A. 334.

The court further finds that if all of the above actions had been consolidated in one complaint at the time of filing thereof, the court costs would have been in the amount of \$50.80.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that said articles should be and the same are hereby condemned and forfeited to the United States of America.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Vinita Wholesale Grocer Company pay to the United States Court Clerk the sum of \$55.80 as court costs, and that no other court costs be assessed against the Vinita Wholesale Grocer Company of Vinita, Oklahoma.

  
U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Libelant,

vs.

30 bags, more or less, each containing 10  
pounds; 12 bags, more or less, each con-  
taining 25 pounds, and 76 bags, more or  
less, each containing 50 pounds of an arti-  
cle labeled in part: (bag) "\*\*\* Lite Flake  
Flour Phosphated Bleached Enriched \*\*\*",

Claimant,

No. 3447 Civil

UNITED STATES OF AMERICA,

Libelant,

vs.

340 pounds, more or less, of corn meal in  
6 unlabeled burlap bags and 15 bags, more  
or less, each containing 10 pounds of corn  
meal labeled in part: (bag) "\*\*\* The Honey  
Creek Mill White Corn Meal \*\*\*"

Claimant,

No. 3448 Civil

UNITED STATES OF AMERICA,

Libelant,

vs.

13 cases, more or less, each containing  
12 cartons of an article labeled in part:  
(carton) "Scotch Brand Oats Weight 3 lbs.  
\*\*\*",

Claimant,

No. 3449 Civil

UNITED STATES OF AMERICA,

Libelant,

vs.

4 cases, more or less, each containing  
24 bags of an article labeled in part:  
"Highest Quality" American Beauty Macaroni  
Products \*\*\* 100% No. 1 Semolina Net Weight  
1 lb. \*\*\*",

Claimant,

No. 3450 Civil

FILED

1934

CLERK U.S. DISTRICT COURT

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3451 Civil

6 cases, more or less, each containing  
24 cartons of an article labeled in part:  
(carton) "Net Wt. 2 Pounds \*\*\* Q and Q  
Brand Macaroni Spaghetti Products \*\*\*";  
(case) "\*\*\* Cut Macaroni \*\*\*",

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3452 Civil

10 cases, more or less, each containing  
24 jars of an article labeled in part:  
(jar) "Coldcraft Net Wt. 1 Lb. Peanut  
Butter \*\*\*",

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3453 Civil

32 cases, more or less, each containing  
24 jars of an article labeled in part:  
(jar) "Scott Co, Spaghetti With Tomato  
Sauce and Cheese \*\*\* Contents 1 Lb.  
1 Oz. \*\*\*"

Claimant.

FINAL DECREE

NOW on this 19<sup>th</sup> day of March, 1954, this cause comes on for hearing, the libelant being represented by John S. Athens, United States Attorney for the Northern District of Oklahoma, and the respondents appear not but are wholly in default for want of answer or other pleading to the Libel of Information herein filed, although duly and regularly served with notice of the pendency of this action, and the time to answer or otherwise plead has long since passed.

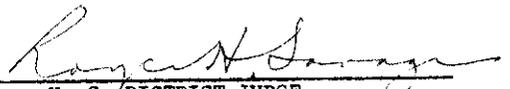
And the Court, after being fully advised in the premises finds that said products under seizure herein are adulterated as alleged in the Libel of Information, and are subject to attachment, seizure and confiscation under the provisions of the Federal Food, Drug and Cosmetic Act of June 25, 1938 and more particularly within the meaning of 21 U.S.C.A. 334.

The court further finds that if all of the above actions had been consolidated in one complaint at the time of filing thereof, the court costs would have been in the amount of \$50.80.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that said articles should be and the same are hereby condemned and forfeited to the United States of America.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Vinita Wholesale Grocer Company pay to the United States Court Clerk the sum of \$55.80 as court costs, and that no other court costs be assessed against the Vinita Wholesale Grocer Company of Vinita, Oklahoma.

  
U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3447 Civil

30 bags, more or less, each containing 10  
pounds; 12 bags, more or less, each con-  
taining 25 pounds, and 76 bags, more or  
less, each containing 50 pounds of an arti-  
cle labeled in part: (bag) "\*\*\* Lite Flake  
Flour Phosphated Bleached Enriched \*\*\*",

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3448 Civil

340 pounds, more or less, of corn meal in  
6 unlabeled burlap bags and 15 bags, more  
or less, each containing 10 pounds of corn  
meal labeled in part: (bag) "\*\*\* The Honey  
Creek Mill White Corn Meal \*\*\*"

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3449 Civil

13 cases, more or less, each containing  
12 cartons of an article labeled in part:  
(carton) "Scotch Brand Oats Weight 3 lbs.  
\*\*\*",

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3450 Civil

4 cases, more or less, each containing  
24 bags of an article labeled in part:  
"Highest Quality" American Beauty Macaroni  
Products \*\*\* 100% No. 1 Semolina Net Weight  
1 lb. \*\*\*",

Claimant,

UNITED STATES OF AMERICA, )  
 Libelant, )  
 vs. )  
 6 cases, more or less, each containing )  
 24 cartons of an article labeled in part: )  
 (carton) "Net Wt. 2 Pounds \*\*\* Q and Q )  
 Brand Macaroni Spaghetti Products \*\*\*"; )  
 (case) "\*\*\* Cut Macaroni \*\*\*", )  
 Claimant, )

No. 3451 Civil

FILED  
 MAR 10 1954  
 CLERK U.S. DISTRICT COURT  
 NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 Libelant, )  
 vs. )  
 10 cases, more or less, each containing )  
 24 jars of an article labeled in part: )  
 (jar) "Coldcraft Net Wt. 1 Lb. Peanut )  
 Butter \*\*\*", )  
 Claimant, )

No. 3452 Civil

UNITED STATES OF AMERICA, )  
 Libelant, )  
 vs. )  
 32 cases, more or less, each containing )  
 24 jars of an article labeled in part: )  
 (jar) "Scott Co, Spaghetti With Tomato )  
 Sauce and Cheese \*\*\* Contents 1 Lb. )  
 1 Oz. \*\*\*" )  
 Claimant. )

No. 3453 Civil

FINAL DECREE

NOW on this 10<sup>th</sup> day of March, 1954, this cause comes on for hearing, the libelant being represented by John S. Athens, United States Attorney for the Northern District of Oklahoma, and the respondents appear not but are wholly in default for want of answer or other pleading to the Libel of Information herein filed, although duly and regularly served with notice of the pendency of this action, and the time to answer or otherwise plead has long since passed.

And the Court, after being fully advised in the premises finds that said products under seizure herein are adulterated as alleged in the Libel of Information, and are subject to attachment, seizure and confiscation under the provisions of the Federal Food, Drug and Cosmetic Act of June 25, 1938 and more particularly within the meaning of 21 U.S.C.A. 334.

The court further finds that if all of the above actions had been consolidated in one complaint at the time of filing thereof, the court costs would have been in the amount of \$50.80.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that said articles should be and the same are hereby condemned and forfeited to the United States of America.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Vinita Wholesale Grocer Company pay to the United States Court Clerk the sum of \$55.80 as court costs, and that no other court costs be assessed against the Vinita Wholesale Grocer Company of Vinita, Oklahoma.

  
U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,	)	
	)	
Libelant,	)	
vs.	)	No. 3447 Civil
	)	
30 bags, more or less, each containing 10	)	
pounds; 12 bags, more or less, each con-	)	
taining 25 pounds, and 76 bags, more or	)	
less, each containing 50 pounds of an arti-	)	
cle labeled in part: (bag) "*** Lite Flake	)	
Flour Phosphated Bleached Enriched ***",	)	
	)	
Claimant,	)	
UNITED STATES OF AMERICA,	)	
	)	
Libelant,	)	
vs.	)	No. 3448 Civil
	)	
340 pounds, more or less, of corn meal in	)	
6 unlabeled burlap bags and 15 bags, more	)	
or less, each containing 10 pounds of corn	)	
meal labeled in part: (bag) "*** The Honey	)	
Creek Mill White Corn Meal ***"	)	
	)	
Claimant,	)	
UNITED STATES OF AMERICA,	)	
	)	
Libelant,	)	
vs.	)	No. 3449 Civil
	)	
13 cases, more or less, each containing	)	
12 cartons of an article labeled in part:	)	
(carton) "Scotch Brand Oats Weight 3 lbs.	)	
***",	)	
	)	
Claimant,	)	
UNITED STATES OF AMERICA,	)	
	)	
Libelant,	)	
vs.	)	No. 3450 Civil
	)	
4 cases, more or less, each containing	)	
24 bags of an article labeled in part:	)	
"Highest Quality" American Beauty Macaroni	)	
Products *** 100% No. 1 Semolina Net Weight	)	
1 lb. ***",	)	
	)	
Claimant,	)	

UNITED STATES OF AMERICA, )  
 )  
 Libelant, )

vs. )

No. 3451 Civil

6 cases, more or less, each containing )  
24 cartons of an article labeled in part: )  
(carton) "Net Wt. 2 Pounds \*\*\* Q and Q )  
Brand Macaroni Spaghetti Products \*\*\*"; )  
(case) "\*\*\* Cut Macaroni \*\*\*"; )

Claimant, )

UNITED STATES OF AMERICA, )  
 )  
 Libelant, )

vs. )

No. 3452 Civil

10 cases, more or less, each containing )  
24 jars of an article labeled in part: )  
(jar) "Coldcraft Net Wt. 1 Lb. Peanut )  
Butter \*\*\*"; )

Claimant, )

UNITED STATES OF AMERICA, )  
 )  
 Libelant, )

vs. )

No. 3453 Civil

32 cases, more or less, each containing )  
24 jars of an article labeled in part: )  
(jar) "Scott Co, Spaghetti With Tomato )  
Sauce and Cheese \*\*\* Contents 1 Lb. )  
1 Oz. \*\*\*" )

Claimant. )

FINAL DECREE

NOW on this 12<sup>th</sup> day of March, 1954, this cause comes on for hearing, the libelant being represented by John S. Athens, United States Attorney for the Northern District of Oklahoma, and the respondents appear not but are wholly in default for want of answer or other pleading to the Libel of Information herein filed, although duly and regularly served with notice of the pendency of this action, and the time to answer or otherwise plead has long since passed.

And the Court, after being fully advised in the premises finds that said products under seizure herein are adulterated as alleged in the Libel of Information, and are subject to attachment, seizure and confiscation under the provisions of the Federal Food, Drug and Cosmetic Act of June 25, 1938 and more particularly within the meaning of 21 U.S.C.A. 334.

The court further finds that if all of the above actions had been consolidated in one complaint at the time of filing thereof, the court costs would have been in the amount of \$50.80.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that said articles should be and the same are hereby condemned and forfeited to the United States of America.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Vinita Wholesale Grocer Company pay to the United States Court Clerk the sum of \$55.80 as court costs, and that no other court costs be assessed against the Vinita Wholesale Grocer Company of Vinita, Oklahoma.

  
U.S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,	)	
	)	
Libelant,	)	
vs.	)	No. 3447 Civil
	)	
30 bags, more or less, each containing 10 pounds; 12 bags, more or less, each con- taining 25 pounds, and 76 bags, more or less, each containing 50 pounds of an arti- cle labeled in part: (bag) "*** Lite Flake Flour Phosphated Bleached Enriched ***",	)	
	)	
Claimant,	)	
UNITED STATES OF AMERICA,	)	
	)	
Libelant,	)	
vs.	)	No. 3448 Civil
	)	
340 pounds, more or less, of corn meal in 5 unlabeled burlap bags and 15 bags, more or less, each containing 10 pounds of corn meal labeled in part: (bag) "*** The Honey Creek Mill White Corn Meal ***"	)	
	)	
Claimant,	)	
UNITED STATES OF AMERICA,	)	
	)	
Libelant,	)	
vs.	)	No. 3449 Civil
	)	
13 cases, more or less, each containing 12 cartons of an article labeled in part: (carton) "Scotch Brand Oats Weight 3 lbs. ***",	)	
	)	
Claimant,	)	
UNITED STATES OF AMERICA,	)	
	)	
Libelant,	)	
vs.	)	No. 3450 Civil
	)	
4 cases, more or less, each containing 24 bags of an article labeled in part: "Highest Quality" American Beauty Macaroni Products *** 100% No. 1 Semolina Net Weight 1 lb. ***",	)	
	)	
Claimant,	)	

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3451 Civil

6 cases, more or less, each containing  
24 cartons of an article labeled in part:  
(carton) "Net Wt. 2 Pounds \*\*\* Q and Q  
Brand Macaroni Spaghetti Products \*\*\*";  
(case) "\*\*\* Cut Macaroni \*\*\*",

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3452 Civil

10 cases, more or less, each containing  
24 jars of an article labeled in part:  
(jar) "Coldcraft Net Wt. 1 Lb. Peanut  
Butter \*\*\*",

Claimant,

UNITED STATES OF AMERICA,

Libelant,

vs.

No. 3453 Civil

32 cases, more or less, each containing  
24 jars of an article labeled in part:  
(jar) "Scott Co, Spaghetti With Tomato  
Sauce and Cheese \*\*\* Contents 1 Lb.  
1 Oz. \*\*\*"

Claimant.

FINAL DECREE

NOW on this 19<sup>th</sup> day of March, 1954, this cause comes on for hearing, the libelant being represented by John S. Athens, United States Attorney for the Northern District of Oklahoma, and the respondents appear not but are wholly in default for want of answer or other pleading to the Libel of Information herein filed, although duly and regularly served with notice of the pendency of this action, and the time to answer or otherwise plead has long since passed.

And the Court, after being fully advised in the premises finds that said products under seizure herein are adulterated as alleged in the Libel of Information, and are subject to attachment, seizure and confiscation under the provisions of the Federal Food, Drug and Cosmetic Act of June 25, 1938 and more particularly within the meaning of 21 U.S.C.A. 334.

The court further finds that if all of the above actions had been consolidated in one complaint at the time of filing thereof, the court costs would have been in the amount of \$50.80.

IT IS, WHEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that said articles should be and the same are hereby condemned and forfeited to the United States of America.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Vinita Wholesale Grocer Company pay to the United States Court Clerk the sum of \$55.80 as court costs, and that no other court costs be assessed against the Vinita Wholesale Grocer Company of Vinita, Oklahoma.

  
\_\_\_\_\_  
U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 16 1954

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

R. D. WILBOR, JR.,

Plaintiff,

vs.

No. 3223 - Civil

JOHN C. MULLINS,

Defendant.

J U D G M E N T

This cause coming on for trial, come the parties to this suit in person and by their attorneys, respectively, and thereupon this cause is submitted to the Court without a jury, and the Court, after hearing all the evidence adduced and being fully advised in the premises, and having made findings of fact and conclusions of law, finds the plaintiff is entitled to recover the sum of Two Thousand Nine Hundred Sixty Dollars (\$2,960.00).

Thereupon, IT IS CONSIDERED BY THE COURT that the plaintiff, R. D. Wilbor, Jr., do have and recover of and from the defendant, John C. Mullins, the sum of Two Thousand Nine Hundred Sixty Dollars (\$2,960.00), together with his costs, and that said judgment bear interest at the rate of six per cent (6%) per annum from its date until paid.

Dated at Tulsa, Oklahoma, this 15th day of <sup>March</sup> January, 1954.

/s/ Royce H. Savage.  
United States District Judge

O. K.  
/s/ Frank Hickman,  
Attorney for John C. Mullins,  
Defendant.

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LEO C. MITCHELL,

Defendant.

NO. 3410 Civil

J U D G M E N T

NOW on this <sup>20</sup>~~17~~ day of March, 1954, the above matter coming on for hearing and the plaintiff, United States of America, appearing by John S. Athens, United States Attorney, and Hobart Brown, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendant appearing not and the court having heard the evidence offered in behalf of the plaintiff finds that said defendant was served with summons more than twenty (20) days prior hereto and is in default; that a proper affidavit of non-military service has been filed herein, which is found to be true, and that the defendant is indebted to the plaintiff in the sum of \$188.75 for overpayment of subsistence allowance made to defendant by the Veterans Administration and that no part of the same has been paid.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff, United States of America, have judgment against the defendant for the sum of \$188.75, with interest at 6% from December 31, 1946 and costs.

151 Royce H. George  
U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

JACK HOLT and URA MAY HOLT,

Defendants.

No. 3423 Civil

J U D G M E N T

NOW on this 17 day of March, 1954, the above entitled action having come on for trial pursuant to regular assignment and the plaintiff, United States of America, appearing by John S. Athens, United States Attorney, and Hobart Brom, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, Jack Holt and Ura May Holt, appearing not and the court having heard the evidence of the plaintiff and having examined the files, finds that said defendants were duly served with summons more than twenty (20) days prior to this date and having failed to appear, plead or answer should be and are adjudged in default.

The court finds that all of the allegations of plaintiff's complaint are true; that the defendants did on the 30th day of November, 1948, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act make, execute and deliver to Aitken Insulation Company their promissory note in the sum of \$362.18 and that said defendants, having defaulted in the payments on said note and in accordance with the provisions of the aforementioned act the note was thereafter assigned to the plaintiff and there is now due and owing upon the note the sum of \$262.95, with interest thereon at the rate of 6% per annum from September 10, 1953.

The court further finds that the plaintiff has filed herein an affidavit of non-military service which is found to be true.

The court further finds that the note was given for the purpose of paying for permanent improvements upon the homestead occupied by defendants.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that plaintiff have judgment against the defendants, Jack Holt and Ura May Holt, for the sum of \$262.95, with interest thereon at the rate of 6% per annum from September 10, 1953 and for its costs.

18 Royal H. Gannon  
U.S. DISTRICT JUDGE

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

\* \* \* \* \*

THE VICTOR L. PHILLIPS COMPANY,  
A Corporation,

Plaintiff,

-vs-

CURTIS L. CUNNINGHAM,

Defendant.

No. 3457  
Civil

FILED

MAR 15 1954

NEW YORK  
COURT REPORTERS

JOURNAL ENTRY OF JUDGMENT

Now on this \_\_\_\_\_ day of March, 1954, there having come on for hearing before the undersigned, United States District Judge, the Application of the Plaintiff herein for an Entry of Default Judgment against the Defendant herein, the Plaintiff appearing by its Attorneys, Ungerman, Whitebook, Grabel & Ungerman, and the Defendant appeared neither in person nor by counsel and although three times called in open Court, came not but made default.

THEREUPON, the Court proceeded to examine the files and the Application filed herein on the same, finds that the Defendant herein has been duly served with process in the time and manner prescribed by law and that the Defendant has failed to appear and Answer and is now in default and that Judgment should be entered by the Plaintiff for the amount sued upon herein.

THEREUPON, the Plaintiff in open Court, waiving its right to a trial by Jury, the Court proceeded to review the files and from the same finds that the Plaintiff is entitled to a Judgment against the Defendant for the sum of \$3,048.63 with interest thereon at the rate of 6 per cent per annum from the first day of October, 1953 until paid together with all of the Court costs of the action.

IT IS, THEREFORE, ORDERED, ADJUDGED AND  
DECREED BY THIS COURT, that the Plaintiff, The Victor L. Phillips  
Company, a Corporation, have and recover Judgment of and as against the  
Defendant, Curtis L. Cunningham, for the sum of \$3,048.63 with interest  
thereon at the rate of 6 per cent per annum from the first day of October,  
1953 until paid together with all of the Court costs of this action.

---

United States District Judge

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

BAUGHMAN MANUFACTURING COMPANY, INC.,  
Plaintiff

vs

TULSA TRACTOR & IMPLEMENT CO.,  
Defendant

No. 3427

**FILED**

MAR 19 1954

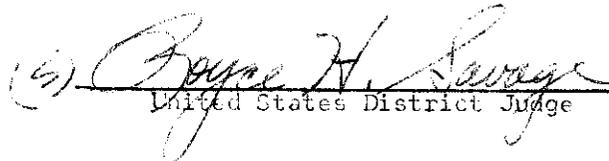
**NOBLE C. HOOD**  
Clerk, U.S. District Court

ORDER DISMISSING ACTION

This cause came on to be heard on the stipulation of both parties hereto that this action may be dismissed. Both parties appeared by their attorneys, and, in accordance with the terms of said stipulation,

IT IS ORDERED, ADJUDGED AND DECREED that this action be and the same is hereby dismissed on the merits and with prejudice to any further suit or action by plaintiff against defendant with respect to any of the matters or things mentioned in the complaint in this action.

Dated at Tulsa, Oklahoma, this 19<sup>th</sup> day of March, 1954.

  
United States District Judge

O. K.

  
Attorney for Plaintiff

  
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LESTER O. PROCK,

Defendant.

No. 2359 Civil

**FILED**

MAR 22 1954

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

D I S M I S S A L

Comes now the United States and dismisses the above action  
with prejudice to any future action on the claim described in said  
complaint.

s/ John S. Athens  
John S. Athens  
United States Attorney

WJS:pr  
3/19/54  
7 c

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

J. C. SHAFFER, INC.

Plaintiff,

vs.

No. 3299 - CIVIL

PHILLIPS PETROLEUM COMPANY

Defendant.

FILED

MAR 26 1954

ORDER ALLOWING MOTION TO DISMISS COMPLAINT  
AS AMENDED WITH PREJUDICE

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

and  
ORDER ALLOWING MOTION TO DISMISS COUNTERCLAIM  
OF DEFENDANT WITH PREJUDICE

This cause came on for hearing upon the motion of plaintiff for leave to dismiss this suit (plaintiff's complaint as amended with respect to all causes of action) with prejudice, to which motion the defendant has consented, and after hearing counsel, it is ORDERED, ADJUDGED AND DECREED that the complaint as amended in its entirety, with respect to all causes of action, be and it is hereby dismissed with prejudice to the bringing of another suit at law or in equity concerning any of the matters involved therein, and as a condition of dismissal it is further ordered that the costs herein be taxed and paid by plaintiff.

This cause came on for further hearing upon the motion of defendant for leave to dismiss its counterclaim in this suit with prejudice, to which motion the plaintiff has consented, and after hearing counsel it is ORDERED, ADJUDGED AND DECREED that the counterclaim of the defendant in its entirety be and it is hereby dismissed with prejudice to the bringing of another suit at law or in equity concerning any of the matters involved and costs herein to be taxed against and paid by the plaintiff.

Dated this 14<sup>th</sup> day of March, 1954.

O.K.

POE, MURDOCK AND LANGFORD

By Jack Langford

R. E. McElroy  
Attorneys for Plaintiff

Walter H. Langford  
District Judge

O.K.

Wm. J. Zeman  
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA.

United States of America,

Libelant,

vs.

No. 3308 Civil

One 1946 Cadillac Coupe, Motor No.  
8408107, and 2.475 Gallons assorted  
Tampa Whiskey,

respondents,

Chance (C.J.) Jones and the Commercial  
Discount Company, Tulsa, Oklahoma,

Claimants.

**FILED**

MAR 26 1954

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

ORDER CONFIRMING SALE

Now, on this 16 day of March, 1954, there being presented to the court the return of the United States Marshal's sale made in the above case, pursuant to judgment heretofore entered, and plaintiff appearing by John S. Athens, United States Attorney, and Robert Brown, Assistant United States Attorney, for the Northern District of Oklahoma, and no one appearing in opposition thereto, the court finds that the United States Marshal for the Northern District of Oklahoma did advertise for sale, according to law, and did sell at public auction, as directed by the judgment of this court, One 1946 Cadillac Coupe, Motor No. 8408107, which said automobile had been seized as the property of Chance (C.J.) Jones, and the same was sold at the time specified in said public notice at public auction to Ralph Garrett for the sum of \$350.00, he being the highest and best bidder therefor, and said sale being valid should be confirmed.

It is therefore ORDERED AND DECREED by the court that said sale of said above described automobile to Ralph Garrett be and the same is hereby confirmed and the title to said automobile vested in him, and the United States Marshal disburse the proceeds of said sale:

- First: In payment of costs of seizure and storage;
- Second: The residue thereof, if any, to be paid to the Treasurer of the United States.

*(Signature)*  
U. S. DISTRICT JUDGE.



UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ANNA LACY, if living, and if dead,  
then her unknown heirs, executors,  
administrators, devisees, trustees  
and assigns,

Defendants.

No. 3382 Civil

FILED

MAR 6 1954

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

J U D G M E N T

NOW on this 26th day of March, 1954, the above cause coming on for hearing pursuant to regular assignment and the plaintiff, United States of America, appearing by John E. Athens, United States Attorney for the Northern District of Oklahoma, and the defendants, Anna Lacy, if living and if dead, her unknown heirs, executors, administrators, devisees, trustees and assigns, appearing not in person or by attorney and it appearing to the court that this is a suit upon a promissory note and for foreclosure of a mortgage upon real estate securing the same, which said real estate is located in the County of Tulsa, State of Oklahoma, and the court having heard the evidence offered by the plaintiff and from an examination of the files finds that all the allegations set forth in the complaint filed herein are true;

The court further finds that the plaintiff has been unable to effect personal service upon the defendant, Anna Lacy, although motion was made by plaintiff for an order to serve the said defendant, Anna Lacy, outside of the state and said order was granted and summons issued to the United States Marshal for the Southern District of California, but returned not found; and

The court further finds that on January 12, 1954, plaintiff filed herein its verified motion for service by publication on the defendants, Anna Lacy, if living and if she be deceased, her unknown heirs, executors, administrators, devisees, trustees and assigns, pursuant to Title 28, U.S.C., Section 1655, alleging that said defendants were non-residents of the State of Oklahoma, had not been in the State of Oklahoma since the commencement of this action and could not be served with summons within the State of Oklahoma, although due diligence had been used to make such service upon them and that proper service by order of this court should be directed to each of said defendants, and

The court further finds that on January 12, 1954, there was filed herein order of this court directing service of summons upon said defendants by publication and that pursuant to said order the said defendants, Anna Lacy, if living and if she be deceased, her unknown heirs, executors, administrators, devisees, trustees and assigns, were duly and regularly served by notice of publication in the Tulsa Daily Legal News, a newspaper of general circulation in Tulsa County, Oklahoma, which said application was had on January 14, 21, 28, February 4, 11 and 18, 1954, notifying said defendants to answer on or before February 25, 1954 and that all of said defendants being in default should be so adjudged.

The court further finds that the petitioner has filed herein proper proof of publication and that plaintiff has filed proper affidavit of mailing and further finds that said publication was made in the manner and form required by the laws of the United States of America and the aforescribed order and IT IS ORDERED that service by publication on said defendants be and it is hereby in all respects approved and adjudged sufficient to give this court jurisdiction to render judgment herein.

The court further finds that the plaintiff has filed herein the proper affidavit of non-military service and the same is hereby approved.

The court further finds that said defendants and each of them have wholly made default herein and have failed and neglected to answer, demur or otherwise plead to said complaint and said defendants and each of them are thereupon adjudged in default and the plaintiff having introduced the testimony of witnesses sworn in open court, together with the note and mortgage sued on herein and the court being fully advised, finds that all the allegations and averments in said complaint of the plaintiff are true.

The court further finds that the defendant, Anna Lacy, on June 2, 1952, for a valuable consideration made, executed and delivered to Franklin D. Richards, Federal Housing Commissioner, his successors and assigns, her certain mortgage note in the principal sum of \$5,650.00, with interest thereon at the rate of 4% per annum. That on June 2, 1952, and as part and parcel of the same transaction of the mortgage note and for the purpose of securing the payment of that note, the defendant, Anna Lacy, made, executed and delivered to Franklin D. Richards, Federal Housing Commissioner, his successors and assigns, a certain written mortgage covering the following described real estate located in Tulsa County, Oklahoma, to-wit:

Lot Two (2), Block Eight (8), Roberts Addition  
to the City of Tulsa, Tulsa County, Oklahoma,  
according to the recorded plat thereof.

That said mortgage was duly recorded on June 11, 1952, in Book 2297, page 180,  
in the records of the office of the County Clerk of Tulsa County, Oklahoma,  
after the required mortgage tax was paid.

The court further finds that said defendant, Anna Lacy, made default  
in payment of said note in that she failed to pay the same according to its  
terms and that there is now due and owing on said note the unpaid principal  
balance of \$5,509.47, with interest thereon at the rate of 4% per annum from  
April 1, 1953, as specified therein, or a total of \$5,729.85, less a credit of  
\$4.80, the unused escrow deposit for taxes and insurance.

The court further finds and adjudges that said plaintiff has a first  
and prior lien upon the real estate and premises described in said petition by  
virtue of said mortgage as security for the payment of said indebtedness, inter-  
est and costs, which said property is described as follows:

Lot Two (2), Block Eight (8), Roberts Addition  
to the City of Tulsa, Tulsa County, Oklahoma,  
according to the recorded plat thereof.

That the defendants, Anna Lacy, if living, and if deceased, her unknown heirs,  
executors, administrators, devisees, trustees and assigns, are claiming some  
interest therein by reason of the fact that said Anna Lacy is the owner of said  
property, but that the interests of said defendants are inferior to the lien of  
this plaintiff.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that said  
plaintiff do have and recover judgment in rem against the above described premi-  
ses for the sum of \$5,724.05, with interest thereon at the rate of 4% per annum  
from the 26th day of March, 1954, together with the costs of this action accrued  
and accruing, and

It further appearing to the court that the plaintiff has elected to  
waive appraisalment according to the terms of said mortgage;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that in case  
the said defendants fail for six (6) months from the date of entry of this  
judgment to pay the said plaintiff said sum of \$5,724.05, with interest and the  
costs of this action, an order of sale shall issue to the United States Marshal  
for the Northern District of Oklahoma, commanding him to advertise and sell,  
according to law, without appraisalment, the lands and tenements described in  
said mortgage, to-wit:

Lot Two (2), Block Eight (8), Roberts Addition  
to the City of Tulsa, Tulsa County, Oklahoma,  
according to the recorded plat thereof,

situate in the County of Tulsa, State of Oklahoma, and apply the proceeds  
arising from said sale as follows:

1. In payment of the costs of said sale and of this action;
2. In payment of taxes due, if any;
3. In payment to the said plaintiff of the said sum of  
\$5,724.04, the amount of the judgment, together with  
interest thereon at the rate of 4% per annum from the  
26th day of March, 1954;
4. That the residue, if any, be paid to the clerk of this  
court to await the further order of the court.

If the amount derived from said sale is insufficient to satisfy the said judg-  
ment, interest and costs, then the plaintiff shall not be barred from proceed-  
ing in personam against the defendant, Anna Lucy, for the remainder unpaid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that from and  
after the sale of said real property under and by virtue of this judgment and  
decree, said defendants and each of them and all persons claiming under them  
since the filing of the complaint herein, be and they are forever barred and  
foreclosed of and from any lien upon, right, title, interest, estate or equity  
of, in or to said real estate or any part thereof.

*(Signature)*  
\_\_\_\_\_  
U. S. DISTRICT JUDGE

FILED

MAR 9 1954

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

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

UNITED STATES OF AMERICA,

Libelant,

vs.

CIVIL ACTION

NO. 341

11 cases, more or less, each containing  
12 jars of an article labeled in part:  
(jar) "\*\*\* Lady Carlotta Net Contents 12  
Ounces Avoir. \*\*\* Salad Olives With  
Pimientos";

30 cases, more or less, each containing  
24 one-pint jars and 36 cases, more or  
less, each containing 24 one-half pint  
jars of an article labeled in part: (jar)  
"Bennett's B New Recipe Sandwich Spread  
\*\*\*";

7 cases, more or less, each containing 20  
pounds of cut spaghetti and 5 cases, more  
or less, each containing 20 pounds of  
elbow macaroni labeled in part: (case)  
"Extra Fancy 100% No. 1 Semolina American  
Beauty \*\*\* Cut Spaghetti (or Elbo Roni)";

7 cartons, more or less, each containing  
12 cans of an article labeled in part:  
(can) "Ground Cayenne Pepper French's \*\*\*  
1 1/2 Oz. Net \*\*\*";

8 cartons, more or less, each containing  
12 cans of an article labeled in part:  
(can) "1 1/2 Oz. Avd. French's Ground  
Cominos (Cumin Seed) \*\*\*";

29 cases, more or less, each containing  
24 jars of an article labeled in part:  
(jar) "Collins Oh Boy! It's Good Sweet  
Relish \*\*\* 1 1/2 Oz. Net Weight \*\*\*";

7 cases, more or less, each containing 12  
cartons of an article labeled in part:  
(carton) "Mrs. Parker's Latch String Kit-  
chen Style Cookies \*\*\* Net Weight 1 1/4  
Pounds";

8 cases, more or less, each containing 24  
bags of an article labeled in part: (bag)  
"Fresh California Dotes Net Weight 8  
Ounces \*\*\*";

Respondents,

FINAL DECREE

NOW on this 29th day of March, 1954, this cause comes on for hearing, the libelant being represented by John S. Athens, United States Attorney for the Northern District of Oklahoma, and the respondents appear not but are wholly in default for want of answer or other pleading to the Libel of Information herein filed, although duly and regularly served with notice of the pendency of this action, and the time to answer or otherwise plead has long since passed.

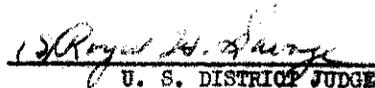
And the Court, after being fully advised in the premises finds that said products under seizure herein are adulterated as alleged in the Libel of Information, and are subject to attachment, seizure and confiscation under the provisions of the Federal Food, Drug and Cosmetic Act of June 25, 1938 and more particularly within the meaning of 21 U.S.C.A. 334.

The court further finds that said articles were seized by the United States Marshal for the Northern District of Oklahoma, pursuant to order issued by this court on the 8th day of March, 1954.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that said articles should be and the same are hereby condemned and forfeited to the United States of America.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that no costs be assessed against S.D. Giacomo Company in this case.

  
\_\_\_\_\_  
U. S. DISTRICT JUDGE

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

T. M. Bryson,  
Complainant  
vs.  
Liberty Mutual Insurance  
Company, a corporation,  
Defendant

No. 3083-Civil

**FILED**

MAR 20 1954

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

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This action having been tried by the Court without a jury, the Court hereby makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. That J. G. Hix recovered a judgment in an action against complainant and Holland Furnace Company in the District Court of Oklahoma County, Oklahoma, on May 11, 1953, in the sum of \$6500.00.
2. That complainant was the owner of the automobile, which vehicle was of the passenger type, the operation of which by him on February 2, 1952, was the basis of the judgment recovered against him and Holland Furnace Company by J. G. Hix and referred to in paragraph one of the complaint.
3. That Liberty Mutual Insurance Company had issued to Holland Furnace Company an automobile policy which was in force and effect on February 2, 1952, which provided coverage to Holland Furnace Company for its "contingent" liability as well as coverage for its liability arising out of the operation of automobiles owned by it.
4. That as respects liability for bodily injury, the policy limited the obligation of the insurance company by reason

of the provisions of the insuring agreement: "to pay on behalf of the insured the amount of the loss resulting out of the hazards hereinafter defined", which hazards are described and defined in three divisions, to-wit: division one, hazards arising from the use of automobiles owned by Holland Furnace Company; division two, hazards arising to Holland Furnace Company by reason of automobiles which are hired by that company; and division three, hazards which confront the Holland Furnace Company by reason of the use by any person other than the Holland Furnace Company of an automobile not owned by the Holland Furnace Company but used in its business.

5. That the provisions of Paragraph III under the heading of "definition of insured" do not extend the coverage of the policy to include the complainant who was the owner of the automobile being operated by him at the time of the accident.

6. That there is no genuine issue in this case as to any material fact.

CONCLUSIONS OF LAW

1. Complainant was not an insured under the provisions of the policy issued by Liberty Mutual Insurance Company to Holland Furnace Company, which policy was in force and effect on February 2, 1952, and complainant is not entitled to any coverage or protection afforded by such policy.

2. That Liberty Mutual Insurance Company was and is under no duty or obligation to complainant to satisfy or discharge the judgment recovered by J. G. Six in the District Court of Oklahoma County against complainant and Holland Furnace Company arising out of the accident of February 2, 1952.

3. That Defendant is entitled to judgment as a matter of law.

ORDER OF A SUMMARY JUDGMENT

It is hereby ORDERED, ADJUDGED and DECIDED that summary judgment be entered in favor of the defendant, and against the complainant, with costs.