

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

William E. Dacus,
Plaintiff,
vs.
United States of America,
Defendant.

No. 3374 Civil

FILED

SEP 20 1954

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

J U D G M E N T

NOW, on this 20th day of September, 1954, upon trial of
this cause and pursuant to the Findings of Fact and Conclusions of Law filed
herein,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff
have and recover nothing from the defendant.

Joseph H. Savage
U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALABAMA

NORTHERN DISTRICT OF ALABAMA

W. A. Wallace, et al, Plaintiffs,
vs.
Maggie C. Appenrath, et al, Defendants.

No. 342

FILED

SEP 20 1954

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

JOURNAL ENTRY

Now, on this 20th day of September, 1954, this cause came on to be heard, the plaintiffs appearing in person and by their attorney, W. A. Wallace, Jr., and Defendants Maggie Appenrath; Orli T. Day; E. L. Cummings, Trustee For himself, William W. Junior and B. W. Brown; and Louis Smith, and each of them, came not but only default.

FINDINGS OF FACT

The Court finds that the following named defendants were personally served with an Order Directing Non-Resident Defendants to Appear and Plead by a Day Certain, to-wit: July 30, 1954:

Maggie Appenrath.

The Court finds that the following named defendants were personally served with an Order Directing Non-Resident Defendants to Appear and Plead by a Day Certain, to-wit: September 1, 1954:

Orli T. Day; E. L. Cummings, Trustee for himself, William W. Junior and B. W. Brown; and Louis Smith.

That said cause was set for trial before this Court on July 30, 1954, and September 1, 1954, and the plaintiffs appeared in person and by their attorney, W. A. Wallace, Jr., and the foregoing named Defendants, and each of them, came not but only default; that in default and absence of the appearance noted by said Order, Court Clerk, U. S. District Court for the Northern District of Alabama; that none of said Defendants are winners or losers or incurrence of money, nor any of said

documents in the Military Service of the United States.

That the court proceeding on July 30, 1954, took all of the plaintiffs' evidence, and being fully advised in the premises, and on consideration thereof, finds that all of the allegations of the plaintiffs' petition are true as set forth therein; that plaintiffs are the owners of the minerals in and under the following described real estate situated in Creek County, Oklahoma to-wit:

The northeast quarter (NE 1/4) of Section 7,
Township 10 North, Range 10 East,

in the proportions set opposite their names as follows:

<u>NAME</u>	<u>MINERAL INTERESTS</u>
W. A. Wallace	50-2/3
Crestmore Wallace	21-1/3
Samuel and Francis Matofsky	8
Herbert Abraham	20
Jack Abraham	20
Francile Moore, nee Abraham	20
Pauline Jackson, nee Abraham	20

That the mineral interests owned by W. A. Wallace, Crestmore Wallace, and Samuel and Francis Matofsky are full participating mineral interests, whereas the interests owned by Herbert Abraham, Jack Abraham, Francile Moore, nee Abraham, and Pauline Jackson, nee Abraham, are non-participating mineral interests, and that the said Herbert Abraham, Jack Abraham, Francile Moore, nee Abraham, and Pauline Jackson, nee Abraham, are not entitled to any oil and gas bonus or any of the rentals received for oil and gas leases on said land, but are entitled to one-half (1/2) of the royalty on the oil or gas actually produced from said land in the event said land is exploited for oil and gas; that the said Herbert Abraham, Jack Abraham, Francile Moore, nee Abraham, and Pauline Jackson, nee Abraham, are not entitled to execute any oil and gas leases on said land, nor are they entitled to designate who the lessees shall be; that W. A. Wallace, Crestmore Wallace, and Samuel and Francis Matofsky have the sole and exclusive right to lease the foregoing described real estate for oil and gas, and are entitled to their proportionate part of one-half (1/2) of the royalty on the oil and gas actually produced from said land.

in the event said lands are depleted of oil and gas
by the leasehold interest therein, the leasehold interest shall terminate
and the land shall revert to the lessors, to-wit: Abraham, Jacob, Francis
Pauline Jackson, and E. A. Wallace and their heirs, his wife,
executed an oil and gas lease as lessors, to Harry J. Harwood and
Lena J. Harwood, his wife, as lessees, covering the following
described premises situated in Creek County, State of Oklahoma, to-wit:

The North Half of the Northeast Quarter (N/2 NE/4)
of Section 7, Township 18 North, Range 10 East,
containing 80 acres, more or less,

which said oil and gas mining lease was recorded on June 3, 1938,
in the Office of the County Clerk, Creek County, Oklahoma in
Book 675 at Page 311, for a primary term of six (6) months and so
long thereafter as oil and gas or either of them was produced from
said premises in paying quantities.

Abraham, Jacob, Francis Pauline Jackson, and E. A. Wallace and their heirs, his wife,
executed an oil and gas lease as lessors, to Harry J. Harwood and
Lena J. Harwood, his wife, as lessees, covering the following
described premises situated in Creek County, State of Oklahoma,
to-wit:

The South Half of the Northeast Quarter (S/2 NE/4)
of Section 7, Township 18 North, Range 10 East,
containing 80 acres, more or less,

which said oil and gas mining lease was recorded June 3, 1938,
in the Office of the County Clerk, Creek County, Oklahoma in Book
675 at Page 368, for a primary term of two (2) years and so long
thereafter as oil and gas or either of them was produced from
said premises in paying quantities, it being specifically pro-
vided that said lease should only be subject if and when lessees
caused a well to be drilled or cleaned out in oil well and when
a commercial well out of said oil well had produced same, upon
the

North Half of the Northeast Quarter (N/2 NE/4) of
Section 7, Township 18 North, Range 10 East,

that said oil and gas lease should be subject to the terms and conditions
of said lease as set out above.

The Court further finds that no production was obtained
after the expiration of the said lease under the Court
order of the Northeast Quarter of Section 7, Township 18 North,
Range 10 East, Creek County, Oklahoma, and in the present case

said oil and gas leases, and that said oil and gas leases expired by their own terms; that defendants attempted to clean out an old well on the North Half of the Northeast Quarter (7/8 NE/4) of Section 7, Township 16 North, Range 14 East, Creek County, Oklahoma, without success, and said well was plugged on or about October 14, 1953; that defendants, lessees, at no time paid over unto plaintiffs, lessors, any delay rentals; that the last oil taxes from the said leased premises was during August, 1950, prior to the execution of the oil and gas leases herein concerned;

That defendants Harry A. Harwoods and Ema M. Harwoods executed a release of the within and foregoing oil and gas leases dated the 31st day of December, 1952, and recorded in the Office of the County Clerk, Creek County, Oklahoma, on the 6th day of February, 1953, in Book 696 at Page 407; that the defendants Harry A. Harwoods and Ema M. Harwoods, lessees, voluntarily executed a quit claim deed to said real property to the plaintiffs Herbert Abraham, Jack Abraham, Francine Moore, Pauline Jackson, W. W. Wallace and Marie H. Wallace, lessors, dated December 31, 1952, which said quit claim deed was recorded by Harry A. Harwoods and Ema M. Harwoods without the knowledge or consent of said plaintiffs in the Office of the County Clerk, Creek County, Oklahoma, on February 24, 1953, in Book 696 at Page 283, wherein it is stated that

"This quit claim deed is given.....as consideration for the execution of certain new leases of the identical lands hereinbefore described to the above named Lessees by the said original Lessors, their heirs, agents or assigns, in exchange for which new leases a certain Release by the Lessees, of even date hereto, has been executed in favor of the lessors and has been recorded in....."

The Court further finds that none of the plaintiffs at any time entered into any agreement with the defendants Harry A. Harwoods and Ema M. Harwoods to execute new oil and gas leases in consideration for a release of oil and gas leases dated December 31, 1952; that plaintiffs were entitled to releases of said oil and gas leases as a matter of right, inasmuch as same had expired by their own terms; and that the statement contained in the aforementioned quit claim deed and said deed is a clause upon the title of plaintiffs to the minerals and the leasehold estate in and under the premises aforesaid described;

The Court further finds that Jessie Logganseth; William J. Logganseth; the Logganseths, Trustees for Russell, William J. Logganseth, Jr.; the Logganseths; and Louis Logganseth claim ownership to fractional interests of the mineral interests under the oil and gas leases dated December 1, 1952, in the plaintiffs' leasehold interest in the North East quarter (1/4) of Section 7, Township 14 North, Range 10 East, Creek County, Oklahoma, by virtue of various assignments from the said Harry A. Harwoods and Erma W. Harwoods.

CONCLUSIONS OF LAW

It is concluded as a matter of law by the Court that plaintiffs are the owners of the minerals in and under the Northeast quarter (1/4) of Section 7, Township 14 North, Range 10 East, Creek County, Oklahoma, in the proportions hereinafter set out; that the mineral interests owned by H. K. Wallace, Samuel Wallace, Samuel and Frances Matofsky are full participating interests, and the mineral interests owned by Herbert Abraham, Jack Abraham, Francine Moore, Mrs. Abraham, and Pauline Jackson, nee Matofsky, are non-participating interests; that the oil and gas leases covering said property, dated December 1, 1952, from Herbert Abraham, Jack Abraham, Francine Moore, Pauline Jackson, H. K. Wallace and Marie Hanson Wallace, Lessors, to Harry A. Harwoods and Erma W. Harwoods, Lessee, expired by their own terms, no production of oil or gas in paying quantities having been obtained by lessors during the primary terms of said leases; that plaintiffs were entitled to releases of said oil and gas leases from Harry A. Harwoods and Erma W. Harwoods as a matter of right; that Samuel and Frances Matofsky were never bound by said oil and gas leases inasmuch as they did not execute same; that there was no agreement between plaintiffs and Harry A. Harwoods and Erma W. Harwoods for the execution of new oil and gas leases in return for releases of the December 1, 1952 leases by Harry A. Harwoods and Erma W. Harwoods; that the quit claim dated December 31, 1968, executed by Harry A. Harwoods and Erma W. Harwoods is a cloud on the plaintiffs' title to the minerals in and under the premises

and interest described, and the leasehold estate; that plaintiffs are entitled to have their title to the minerals in and under said premises and the leasehold estate quieted as against such clouds on their title and to have said quit claim deed cancelled; that defendants should be perpetually enjoined from interfering with plaintiffs' title to the minerals and leasehold estate hereinafter described.

WHEREFORE, PREMISES CONSIDERED, IT IS HEREBY REQUESTED OF THE COURT AND JURY that service upon the following named defendants: T. W. Oppenrath; Arlin A. Gray; J. E. Summers, Trustee for Hansell, William R. Jumper and E. V. Brown; and Louis Deite, any one of them, be and is hereby in all respects approved and adjudged to be sufficient to give this court jurisdiction to render judgment herein; and it is further ordered that said defendants and each of them are enjoined to be in default, and that the allegations of the plaintiffs' petition be taken as confessed as against said defendants and each of them.

IT IS ORDERED GRANTED, ADJUSTED AND DECREED that T. W. Wallace, Groesbeck Wallace, Samuel and Frances McTeister, Herbert Abraham, Jack Abraham, Francille Deane, nee Abraham, and Pauline Jackson, nee Abraham, are the owners of all of the minerals in and under the following described real property situated in Creek County, State of Oklahoma:

the Northeast Quarter (NE/4) of Section 7, Township 1 North, Range 16 East,

in the proportions set opposite their names below:

<u>NAME</u>	<u>INTEREST</u>
T. W. Wallace	50-2/3
Groesbeck Wallace	21-1/3
Samuel and Frances McTeister	3
Herbert Abraham	20
Jack Abraham	20
Francille Deane, nee Abraham	50
Pauline Jackson, nee Abraham	20

that the proportionate interests owned by T. W. Wallace, Groesbeck Wallace, Samuel and Frances McTeister be null participative interests, and that the proportionate interests owned by Herbert Abraham, Jack Abraham, Francille Deane, nee Abraham, and Pauline Jackson, nee Abraham, be non-participative interests, and that the said interest owned by Jack Abraham, Francille Deane, nee Abraham,

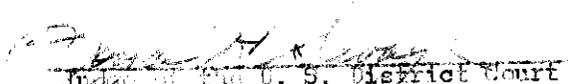
and Pauline Jackson, nee Abraham, and participating interests, and that the said Herbert Abraham, Francile Moore, Jack Abraham, and Pauline Jackson, nee Abraham, are not entitled to participate in any bonus paid said mineral owners for an oil and gas lease, or any delay rentals paid by any lessee under any oil and gas lease, but that said Herbert Abraham, Jack Abraham, Francile Moore, nee Abraham, and Pauline Jackson, nee Abraham, are entitled to one-half (1/2) of the royalty to be paid on any oil and gas produced from said premises; that the said Herbert Abraham, Jack Abraham, Francile Moore, nee Abraham, and Pauline Jackson, nee Abraham, are not entitled to execute any oil and gas lease on said land, nor are they entitled to designate who the lessee shall be; that W. W. Wallace, Grashorn Wallace, Samuel and Frances Kotofsky have the sole and exclusive right to lease the foregoing described real estate for oil and gas, and are entitled to their proportionate part of one-half (1/2) of the royalty on the oil and gas actually produced from said land in the event said land is exploited for oil and gas.

That Bessie Hoppenrath; Arlie B. Fay; A. B. Cuorings, Trustee for himself, William R. Jucker and D. W. Brown; and Louis Smith have no right, title, interest or estate in and to the minerals in and under the real estate heretofore described, or the leasehold estate, and that the title and possession of said plaintiffs in said mineral estate and said leasehold estate are and the same is hereby forever settled and quieted in plaintiffs as against all claims and demands by all of said defendants or any of them and those claiming by, through and under them or any of them.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the quit claim deed from Lemmy A. Harwoods and E. S. Harwoods, lessors, to Herbert Abraham, Jack Abraham, Francile Moore, Pauline Jackson, W. W. Wallace and Eric H. Wallace, lessors, and plaintiffs herein, dated December 31, 1933, and recorded in the office of the County Clerk, Creek County, Oklahoma, on February 24, 1951, in Book 684 at Page 263, is hereby cancelled, set aside and held for naught.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said defendants Bessie Hoppenrath; Arlie B. Fay; A. B. Cuorings, trustee

W. H. Smith, William W. Sumner and W. B. Brown; and Louis Smith, and those by, through or under them, do, and are hereby, perpetually enjoined and forbidden to claim any right, title, interest or estate in or to said mineral estate in and under the real property hereinbefore described, or leasehold estate, vestible or adverse to the title of the plaintiffs herein; that all of said defendants and those claiming under them are hereby perpetually enjoined and forbidden from commencing any suit to disturb said plaintiffs in their possession and title to the mineral estate in and to the real property hereinbefore described, or said leasehold estate; from setting up any claim or interest adverse to the title of the plaintiffs herein, and from disturbing plaintiffs in their peaceable and quiet enjoyment of the above described mineral interest in and under the real property hereinbefore described, and said leasehold estate.


Judge of the U. S. District Court
Northern District of Alabama

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

W. H. KEASLER and
REBECCA A. KEASLER,

Plaintiff,

vs.

W. F. BORSTING, JR.,

Defendant,

No. 3625- Civil

FILED

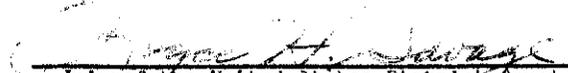
SEP 20 1954

ORDER

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

It appearing to the court from the application of the intervenors that since the filing of the application for permission to intervene herein, the claims of said intervenors and each of them, have been paid and settled in full and by reason thereof said application should be dismissed.

IT IS THEREFORE HEREBY ORDERED by the court that the application of Lloyd Bible, Cloe Vandergriff, Bob Sweet, Melvin Hull and Kenneth Bible be and the same is hereby dismissed.


Judge of the United States District Court.

GEORGE W. SEED, JR.

HARRY SEATOR

By _____

Attorneys for Defendants

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

FILED

SEP 7 1954

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

C. F. SCHOOL OVER

PLAINTIFF

VS

EC. 3234

PAUL H. BENNETT and THOMAS
W. BENNETT, Partners, d/b/a
BENNETT BROTHERS

DEFENDANTS

JOURNAL ENTRY

NOTE on this 2nd day of August, 1954, the above entitled matter comes regularly on for trial on the docket of the above entitled court before Honorable Royce H. Savage, United States District Judge. Plaintiff appears in person and by his attorneys, T. L. Blakemore of Sapulpa, Oklahoma, and Jacob A. Dickinson, of Hooney, Dickinson & Frager of Topeka, Kansas, and the defendants appear in person and by their attorneys, George W. Reed, Jr., and Harry Seaton of Tulsa, Oklahoma.

WHEREUPON, both sides announce that they are ready for trial and the cause proceeds to trial before the court sitting without a jury.

WHEREUPON, the parties introduce their evidence and rest on the 3rd day of August, 1954, the plaintiff being granted the right to introduce further evidence in connection with payroll records of the defendants after examination thereof. Whereupon, said cause is continued until the 13th day of September, 1954, for further hearing and argument.

AND NOW, on this 13th day of September, 1954, said cause comes on for further hearing and after the introduction of evidence by both sides the parties rest, and the cause is duly

argued to the court.

WHEREUPON, the court, having heard the evidence and being duly and fully advised in the premises, makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. That the plaintiff is a citizen and resident of the State of Kansas; that the defendants are citizens and residents of the State of Oklahoma, and that the matter in controversy, exclusive of interest and costs, exceeds the sum of \$3,000.00.

2. That the plaintiff and the defendants entered into an agreement in writing for the drilling of an oil well dated August 21, 1952, and an addition thereto dated October 10, 1952, both as alleged in plaintiff's amended complaint and admitted in defendants' answer.

3. That the plaintiff has failed to sustain the burden of proof of his allegations of breach of contract in the following particulars:

(1) Failure to drill and complete in a good and workmanlike manner and with reasonable diligence.

(2) Failure to core the Red Fork sand.

(3) Failure to keep drilling bits out to gauge and the running of shy bits.

(4) Failure to fill the casing in said well above a shot of nitro glycerine.

(5) Drilling said well below the depth at which the defendants were ordered to cease drilling.

(6) Impairment or destruction of productivity of said well, either in the Red Fork sand or in the Osage Linc formations.

4. That the defendants have delivered their drilling logs to the plaintiff subsequent to the institution of this action.

5. That on January 21, 1953, the Oswego lime formation in said hole was acidized, pursuant to the instructions of the plaintiff; that after the acidization of said formation, the plaintiff instructed the defendants to swab the spent acid from the hole; that the defendants wrongfully failed and refused to follow the instructions of the plaintiff to swab the spent acid from the hole, and that as a result of the failure to swab the spent acid from said formation an emulsion or gelatinous substance was formed therein.

6. That the plaintiff has made the following expenditures in attempting to correct the condition created by the failure of the defendants to swab the spent acid from the hole:

Cost of drilling rig	\$ 2,400.44
First reacidization	700.00
Carbon tetrachloride	732.00
Pump-truck rental	300.00
Second reacidization	943.00
Supervision by J. J. Morris	500.00

7. That the defendants have drilled a total footage of 2,375 feet, at a contract price of \$3.00 per foot, or a total of \$7,125.00, under their contract with the plaintiff, and that the defendants have performed day work for the plaintiff under their contract for a total of 351 hours, or 44 tours, at a contract price of \$55.00 per tour, or a total of \$2,420.00.

8. That the plaintiff has paid to the defendants the total sum of \$5,925.00.

9. That the defendants have failed to sustain the burden of proof as to the remaining items of their cross-petition.

CONCLUSIONS OF LAW

1. That the defendants have breached their contract with the plaintiff by failing and refusing to swab acid from said well, and that the plaintiff has been damaged thereby in the total sum of \$5,578.44.

2. That the plaintiff is indebted to the defendants for work performed, pursuant to his contract with them, in the total sum of \$9,925.00, less payments made in the amount of \$5,925.00, or a net amount of \$4,000.00.

3. That after deducting from the foregoing damage due to the plaintiff in the sum of \$5,578.44, said sum of \$4,000.00, there remains due from the defendants to the plaintiff the sum of \$1,518.44, for which sum the plaintiff is entitled to judgment against the defendants.

IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, R. F. Schoonover, do and he is hereby awarded judgment against the defendants, Paul H. Bennett and Thomas W. Bennett, Partners, d/b/a Bennett Brothers, in the amount of \$1,518.44, together with his costs herein.

Let the Clerk enter this judgment this 27th day of

Sept., 1954.

W. C. Foye Jr. -
United States District Judge

APPROVED:

T. L. BEASMORE

J. A. DICKINSON

By J. A. Dickinson

Attorney for Plaintiff

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA)

Plaintiff,)

vs.)

Civil No. 3476

BENJAMIN D. HUFFT and)
WAIDA LEE HUFFT)

FILED

Defendants.)

SEP 29 1954

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

J U D G M E N T

On this 27th day of September 1954, the above-entitled action coming on for hearing, the plaintiff, appearing by B. Hayden Crawford, United States Attorney, and Robert S. Bizley, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants appearing not, and the court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The court further finds that all of the allegations of plaintiff's complaint are true; that on March 26, 1951, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the sum of \$360.16 to Globe Builders Supply Company; that the defendants defaulted in the payments on the note, and in accordance with the provisions of the aforementioned Act, the note was assigned thereafter to this plaintiff; that there is now due and owing on the note the sum of \$490.71, principal, plus interest in the sum of \$6, plus interest on the principal at the rate of 6% per annum from September 19, 1954.

The court further finds that the plaintiff has filed herein an affidavit stating that neither of the defendants is in the military service or an infant or an incompetent, which is found to be true.

The court further finds that the note was given for the purpose of paying for permanent improvements on property located at 6675 East 5th Street, Tulsa, Oklahoma, more particularly described as:
Block twenty-one (21)
Lots twenty (20) and twenty-one (21),/Sheridan Hills
Addition to the City of Tulsa, Tulsa County, Oklahoma

and that by reason thereof is subject to execution and sale for the collection of the judgment.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the court that this plaintiff have judgment against the defendants, Benjamin D. Hufft and Wanda Lee Hufft, for the sum of \$298.71, principal, plus interest in the sum of \$6, plus interest on the principal at the rate of 6% per annum from September 19, 1954, until paid in full and for its costs; and that the United States Marshall be, and he is hereby authorized to levy execution on the above-described premises.


United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF TEXAS

Mildred Marie Haifen,

Plaintiff,

vs.

No. 3509 Civil

Guardian Insurance Company,
a Corporation,

Defendant.

FILED

SEP 29 1954

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

FINDINGS OF FACT AND CONCLUSIONS OF LAW
AND RECOMMENDATION

The above entitled action coming on for trial before the Court without a jury; Plaintiff appearing in person and by her attorney, James T. Masbury, and the defendant appearing by its attorney, A. D. Hudson, of the firm of Hudson, Hudson & Wheaton, and testimony having been offered by both parties, and the Court having been duly advised in the premises, now comes and files its

FINDINGS OF FACT

I.

That Plaintiff, Mildred Marie Haifen, is the named beneficiary in policy No. Y-10013 issued by the defendant, Guardian Insurance Company, a Texas Corporation, on the life of Frank Haifen, the Plaintiff's husband.

II.

That the application for insurance policy No. Y-10013 was accepted by the defendant and defendant's agent, Edith Haifen, after said agent had written the answers to the questions in the application while knowing that said answers constituted certain misrepresentations.

III.

That the erroneous answers contained in the application of insurance were the erroneous answers of the defendant's agent, Edith Haifen, who had full knowledge of the true facts at the time the application was completed, and said answers were not the misrepresentations of the insured.

IV.

That defendant's agent, Walter H. Hinton, at a time prior to the taking of the application for insurance, but while as an agent of defendant Company, acquire knowledge of the insured's general health and said agent did have full knowledge that the insured was hospitalized during the month of January 1933.

V.

That policy No. F-10013 was issued by defendant, dated May 8, 1933, and was in full force and effect at the time of the insured's death on January 8, 1934, payable by the defendant to the named beneficiary, Mildred Marie Hinton, in the amount of five thousand dollars (\$5,000.00).

CONCLUSIONS OF LAW

From the foregoing facts, the Court concludes that the contract between the insured and the defendant, as represented by insurance policy No. F-10013, is a valid contract and that all the conditions imposed on Plaintiff and the insured have been fulfilled and defendant is at fault in refusing to pay the claim of Plaintiff.

IT IS THEREFORE THE JUDGMENT OF THE COURT that Plaintiff be awarded five thousand dollars (\$5,000.00), to be paid by the defendant and that defendant pay the costs expended herein.

IT IS ORDERED that JUDGMENT OF THE COURT be entered.

Done this 29 day of September, 1934.

W. Royal H. George
United States District Judge

APPROVED & FORWARDED:

Attorneys for Plaintiff,
Hudson & Dent

By James S. Hudson

Attorney for Defendant,
Hudson, Hudson & Denton

By R. D. Hudson

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

DAISY GIPSON (or GIBSON),
Plaintiff,
vs.
THE WESTERN UNION TELEGRAPH
COMPANY, a New York corporation,
Defendant.

Civil Action
No. 3546

FILED

SEP 30 1954

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

ORDER OF DISMISSAL FOR FAILURE TO PROSECUTE

This cause, having been set for trial before the Court,
came on to be heard September 30, 1954; defendant appeared
by its attorneys but plaintiff appeared not. Upon motion of
defendant made during trial,

IT IS ORDERED, that this action be and it is hereby
dismissed with prejudice for want of prosecution.


District Judge

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

FILED

SEP 30 1954

Bobby Leonard Chambers, a minor, by
his next friend, Sam Chambers,

Plaintiff,

vs.

Edna L. Robinson and Raymond
Albert Smith,

Defendants.

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

No. 3547 Civil

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, all issues involved in this case
having been fully settled and compromised, and dismisses the above
styled and numbered action with prejudice to the right to bring a future
action.

Dated this 28th day of September, 1954.

Sam Chambers
Next friend of Bobby Leonard Chambers,
a minor, Plaintiff

Raymond Gordon
Attorney for Plaintiff
By Raymond Gordon

IT IS HEREBY ORDERED that the above styled and numbered
action be dismissed with prejudice to the right to bring a future action, this
28th day of September, 1954.

W. Royal H. Swartz
U. S. District Judge

rdh/nir

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

JONES BURKS, JR., JOHN CRAWFORD,
CHARLES ANDERSON, ODELL JACKSON,
GLINEST T. NORTON, CHARLES BURKS,
AND BURRELL CAFFEY,

Plaintiffs,

-vs-

R. W. DIXON, d/b/a R. W. DIXON
CONCRETE PIPE COMPANY,

Defendant.

No. 3516

FILED

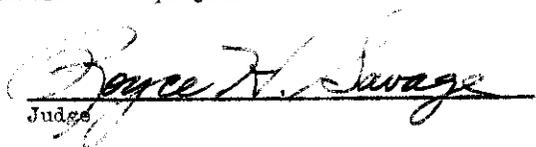
OCT 1 - 1954

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

ORDER OF DISMISSAL WITH PREJUDICE

Now on this 1st day of October, 1954, this matter coming on
for hearing upon the application of the plaintiffs for an order of dismissal
with prejudice, the court having considered the same, finds that it should be
granted.

IT IS THEREFORE ORDERED that the causes of action of the plaintiffs
herein be and the same hereby are dismissed with prejudice.


Judge

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

HELVIA L. PEZ,

Plaintiff,

-vs-

SPRING BUNKER COMPANY,
A CORPORATION,

Defendant.

No. 3500

FILED

OCT 1 - 1954

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

ORDER OF DISMISSAL WITH PREJUDICE

On motion of the plaintiff to dismiss the above entitled cause with prejudice to a future action, the Court having been informed that said cause of action has been fully settled and compromised by the parties,

IT IS BY THE COURT ORDERED that the above cause of action be, and the same is hereby dismissed with prejudice to a future action.

Dated this 1st day of October, 1954.

George H. Savage
U. S. District Judge.

O.K.

Richard A. Gillman
Attorney for Plaintiff.

O.K.

Rhodes, Crowe, Hieronymus & Holloway

By J. R. Rutherford
Attorney for Defendant.

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN

DISTRICT OF OKLAHOMA

* * * * *

FILED

OCT 6 1954

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

E. LAWTON BRAGG, as Trustee in)
Bankruptcy of the Estate of WOOD,)
PAVIS, MARSHALL CONCRETE)
COMPANY, a Corporation, Bankrupt,)
Platiff,)

-vs-

No. 3358 Civil

W. H. MARSHALL, doing business as)
W. H. MARSHALL COMPANY,)
Defendant.)

ORDER DISMISSING ACTION WITH PREJUDICE

Now on this 6th day of October, 1954 there having been pre-
sented to the undersigned United States District Judge a Dismissal With Pre-
judice filed herein and for good cause shown;

IT IS HEREBY ORDERED that the above styled and numbered
action and each cause of action contained therein be and the same are hereby
ordered dismissed with prejudice and at the cost of the Plaintiff.

United States District Judge

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

SARA ROBERTS BILDRO,)
Plaintiff)
vs)
AETNA LIFE INSURANCE COMPANY,)
a corporation,)
Defendant)

No. 3,600 - Civil

FILED

OCT 6 1954

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

JOURNAL ENTRY OF JUDGMENT

Now on this 6th day of October, 1954, this cause comes on for hearing before the undersigned judge of the district court, plaintiff appearing in person and by Hughey Baker, her attorney, and the defendant, Aetna Life Insurance Company, appearing by Robert J. Woolsey, one of its attorneys, and both plaintiff and defendant agreed in open court to waive trial by jury and submit said cause for trial to the court. Thereupon the plaintiff introduced her evidence and rested and at the conclusion of the plaintiff's evidence the defendant in open court offered to confess judgment in the sum of \$1,000.00 and the costs of the action; and in open court plaintiff and her attorney accepted the offer of the defendant to confess judgment; and both plaintiff and defendant requested the court to enter a judgment in the sum of \$1,000.00.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff have and recover judgment of the defendant in the sum of \$1,000.00 and for her costs herein laid out and expended.

OKAY AS TO FORM:

Royle H. Savage
JUDGE

Hughey Baker
Hughey Baker, Attorney for Plaintiff

Robert J. Woolsey
Robert J. Woolsey, Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Thompson Apartments, Inc., a corporation,
and State of Oklahoma, ex rel Oklahoma
Tax Commission,

Defendants.

No. 3276 Civil

FILED
IN OPEN COURT
OCT 8 - 1954

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

ORDER CONFIRMING MARSHAL'S SALE

NOW, on this 8th day of October, 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 20th day of September, 1954, under an order of sale issued in this cause out of the office of the Court Clerk for the United States District Court for the Northern District of Oklahoma dated July 2, 1954, of the following described property, to-wit:

All of Lots Two (2) and Three (3), and the East Sixty feet (60') of Lot Four (4), in Block One (1), T. DICKSON ADDITION to the City of Tulsa, Tulsa County, Oklahoma, less the following described land heretofore deeded to the City of Tulsa for street purposes: A strip of land, being 50 feet in width, situated in Lots 2 and 3, Block 1, T. Dickson Addition to the City of Tulsa, Oklahoma; the center line of said 50 foot strip of land being more particularly described as follows: Beginning at a point on the north line of Reading Street, said point being 885.9 feet east of the center line of Peoria Avenue, and also being 60 feet (60') east of the southwest corner of Lot 3; thence northeasterly along a straight line to a point on the north line of Lot 2, said Block 1, said point being the center line of Rockford Avenue, and also being 58.3 feet west of the northeast corner of said Lot 2, Block 1, T. Dickson Addition, containing approximately 0.410 acres, more or less; and less a strip of land commencing at the northeast corner of said Lot 1; thence south along the East line of said lot a distance of 16 feet to a point; thence West along a line parallel to and 16 feet South of the North line of said Lots 1 and 2, a distance of 152.14 feet to a point on the Easterly line of Rockford Avenue; thence Northeasterly along said Easterly line of Rockford Avenue to a point on the North line of said Lot 2, said point being 33.3 feet west of the Northeast corner of said lot; thence East along the North line of said Lots 2 and 1, a distance of 147 feet to the place of beginning.

TOGETHER with all fixtures, including but not limited to all gas and electric appliances and equipment, engines, and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, and motors, bathtubs, sinks, tanks, water closets, basins, pipes, faucets and other plumbing, heating, air-conditioning, ventilating and laundry equipment;

all mantels, cabinets, refrigerating plant and refrigerators, whether mechanical or otherwise, all cooking apparatus, appliances and appurtenances, all furniture, shades, awnings, screens, blinds, and other furnishings; and together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein; and all articles of personal property owned by the party of the first part (Thompson Apartments, Inc., a corporation) and now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are ever used or furnished in operating a building or the activities conducted therein similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner. It being agreed that to the extent permitted by law all of the foregoing property and fixtures are to be deemed and held to be a part of and affixed to the realty,

and the court having carefully examined the proceedings of the marshal under the order of sale and no one appearing in objection thereto and no exceptions having been filed, finds that due and legal notice of the sale was given by publication once a week for at least five (5) weeks prior to the date of sale in the Tulsa Daily Legal News, a newspaper published and of general circulation in the County of Tulsa, State of Oklahoma, as shown by the proof of publication on file herein and that on the day fixed therein, the 20th day of September, 1954, the above described property was sold to the Federal Housing Administration, it being the highest and best bidder therefor.

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

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

IT IS FURTHER ORDERED that James Y. Victor, as United States Marshal for the Northern District of Oklahoma, make and execute to the purchaser, Federal Housing Administration, a good and sufficient deed for such premises so sold.



U. S. DISTRICT JUDGE

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

GLEN J. GILL, a/b/a J. B.
GILL COMPANY,

Plaintiff,

-vs-

HARRY R. MARSH,

Defendant.

No. 3437 Civil

FILED

OCT 10 - 1954

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

J U D G M E N T

This action came on for trial before the court without a jury on October 8, 1954, pursuant to stipulation and agreement of the parties. Plaintiff appeared in person and by his attorney, Remington Rogers, and the defendant appeared by his attorneys, Samuel A. Boorstin and Jerry Melone. Having heard the evidence the court finds that this action is for an accounting and by reason of the amount involved and the diversity of citizenship of the parties is within the jurisdiction of the court. The court further finds that since the pre-trial conference in this case the parties have discussed the accounting and have compromised the dispute between them and that under said compromise defendant has agreed that plaintiff may recover judgment against him in the sum of Five Thousand Four Hundred Dollars (\$5,400.00) and costs, and plaintiff has agreed to accept judgment in that amount and that by reason of said compromise both parties will avoid the hazards and uncertainties of litigation. The court, having heard the testimony of plaintiff, it is hereby

ORDERED, ADJUDGED AND DECREED that plaintiff, Glen J. Gill, have judgment against the defendant, Harry R. Marsh, in the sum of Five Thousand, Four Hundred Dollars (\$5,400.00), and for his costs

and disbursements in this action, to be hereinafter taxed and inserted
by the clerk of this court in the sum of \$ _____.

Dated October 8, 1954.

B. Royce W. ...

U. S. District Court Judge

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

GENEVA S. CAIN, Executrix of the
Estate of Shirley S. Cain, Deceased,

Plaintiff,

vs.

CATHERINE ACOSTA HOLBERT,

Defendant.

No. 3519

FILED

OCT 8 - 1954

JOURNAL ENTRY OF JUDGMENT

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

This cause came on to be heard this
21 day of October, 1954, plaintiff appearing by her attorney,
Robert Hudson, the defendants appearing by her attorney, Robert
E. Shephard, and both parties announcing ready for trial and a
jury being waived, evidence was introduced and the court being
fully advised on consideration finds that plaintiff has sustained
the allegations of her petition and is entitled to judgment
accordingly.

IT IS THEREFORE ORDERED, ADJUDGED,
AND DECREED by the court that the plaintiff have and recover of
said defendant the sum of \$7500.00 and for her costs herein
expended.

15 June A. Quin
Judge

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

PAUL CLUTTER AND EDNA CLUTTER,
Plaintiffs,

-vs-

CATHERINE ACONTA HOBART,
Defendant.

}
})
})

No. 3520

FILED

OCT 9 - 1954

NOBLE C. HOWE
CLERK, U.S. District Court

ORDER OF DISMISSAL

It is hereby ordered for good cause
shown that the above styled cases be dismissed with prejudice
to the bringing of any future action against this defendant.

W. J. ...
JUDGE

Approved as to form:

W. J. ...
Attorney for Plaintiff

W. J. ...
Attorney for Defendant

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

GENEVA P. GAIN,

Plaintiff,

-vs-

CATHERINE ACOSTA HOBART,

Defendant.

No. 3521

FILED

1954

NORRIS C. HOOVER
Clerk, U.S. District Court

ORDER OF DISMISSAL

It is hereby ordered for good cause
shown that the above styled case be dismissed with prejudice
to the bringing of any future action against this defendant.

W. J. [Signature]
Judge

Approved as to form:

W. J. [Signature]
Attorney for Plaintiff

W. J. [Signature]
Attorney for Defendant

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

TOM W. BROWN, TRUSTEE
Of The Estate of
JACK ALLEN STEWART, a Bankrupt Plaintiff

vs.

WARREN PATRICK, Defendant

NO. ~~6850~~ 7550

BANKRUPTCY

FILED

OCT 8 1954

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

ORDER AUTHORIZING DISMISSAL WITH PREJUDICE

ON THIS THE 7th DAY OF OCTOBER, 1954, the above cause comes on for consideration by the Court upon application by the Trustee in Bankruptcy, for authority to dismiss the above action, a settlement having been arrived at, with prejudice, and the Court having considered said application and being otherwise well and sufficiently advised in the premises finds that said Plaintiff should be and is hereby authorized to dismiss this action with prejudice.

Walter H. Savage
Judge

THE UNITED STATES DISTRICT COURT FOR THE
OUTER DISTRICT OF OKLAHOMA

CORIANE PATRICK,

Plaintiff,

vs.

VERGIL RAY, ET AL,

Defendants.

NO. 3289-CIVIL

FILED

1957

U.S. DISTRICT COURT
OUTER DISTRICT OF OKLAHOMA

J U D G M E N T

Upon the Findings of Fact and Conclusions of Law entered this date, the following decree and judgment is entered:

1. The Plaintiff, The Creek Nation, shall take nothing upon its Complaint against the Defendants or any of them, and the reliefs prayed in its Complaint are denied.

2. The Defendant Coriane Patrick Lucas who has appeared and answered as Cora Patrick, shall take nothing against any of the Defendants in this action, and her counterclaim and cross-claims are denied.

3. The title in and to the North Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section 25 in Township 18 North of Range 8 East of the Indian Meridian in Creek County, Oklahoma, is adjudged to be in, and is forever quieted in, the following Defendants, each in the estate, interest and undivided share indicated, viz:

SURFACE: The surface of the said land, being the fee title except the oil, gas and other minerals lying in and under the same, and subject to the right of mineral owners to enter upon the said land to explore for, mine, operate, produce and remove the same is vested in the following persons, in the following undivided shares, as tenants in common:

Edith Ray and Lois E. Ray - 29/32nds
 Chas. A. Black - 1/32nd
 Mrs. George Wallace Garney,
 also known as Anna E. Garney - 2/32nds

MINERALS: The oil, gas and other minerals lying in and under the said land, together with right of ingress and egress upon the surface thereof for the purpose of prospecting for, mining, operating, producing and removing the same is vested in the following persons in the following undivided shares as tenants in common:

Edith E. Raydon - 16/32nds
 Josephine McLaughlin - 13/32nds
 Chas. A. Black - 1/32nd
 Mrs. George Wallace Garney,
 also known as Anna E. Garney - 2/32nds

OIL AND GAS LEASEHOLD: White Eagle Oil Company holds current and subsisting oil and gas leases covering the whole mineral estate in the said land, which leasehold is dependent in term upon continuance of existing production therefrom, and other conditions set forth in the leasehold contracts. Out of the leasehold estate, overriding royalty interests have been granted by White Eagle Oil Company as follows:

To Anna E. Garney - 1/8th of 7/8ths of 1/16th
 To Chas. A. Black and Norma E. Black - 1/8th
 of 7/8ths of 1/32nd

The said land described in this paragraph is confirmed unto the title and possession of the parties named herein in the estates and shares indicated against any and every other right or claim of any and every party to this action summoned or appearing herein, and all parties to this action are strictly and perpetually enjoined against interference with or claim to the said title otherwise than as set forth in this paragraph.

e. The title in and to the Southwest Quarter (SW¹/₄) of the

6

Southeast Quarter (SE $\frac{1}{4}$) of Section 25 in Township 18 North of Range 8 East of the Indian Meridian in Creek County, Oklahoma, is adjudged to be in, and is forever quieted in, the following defendants, each in the estate, interest and undivided share indicated, viz:

SURFACE: The surface of the said land, being the fee title except the oil, gas and other minerals lying in and under the same, and subject to the right of mineral owners to enter upon the said land to explore for, mine, operate, produce and remove the same is vested in L. V. TIPP.

MINERALS: The oil, gas and other minerals lying in and under the said land, together with right of ingress and egress upon the surface thereof for the purpose of prospecting for, mining, operating, producing and removing the same is vested in the following persons in the following undivided shares as tenants in common:

Robert Wilgore	-	1/2
Edith M. Payden	-	1/2

OIL AND GAS LEASEHOLD: White Eagle Oil Company holds an oil and gas lease upon the mineral estate of Edith M. Payden in the said land, which lease is dependent in term upon continuance of existing production and other conditions of the leasehold contract.

The said land described in this paragraph is confirmed unto the title and possession of the parties named herein in the estates and shares indicated against any and every other right or claim of any and every party to this action summoned or appearing herein, and all parties to this action are strictly and perpetually enjoined against interference with or claim to the

said title otherwise than as set forth in this paragraph.

5. The title in and to the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 25 in Township 18 North of Range 8 East of the Indian Meridian in Creek County, Oklahoma, is adjudged to be in U. W. HANDLER and the several grantees of U. W. Handler reflected by the public record respecting said lands since March 1, 1914, each in the estate, interest and undivided share reflected by such public record existing at this date. The title of said persons in and to said land is forever quieted against the claim of the Plaintiff and against the claim of any and every Defendant whose interest shall not appear upon the public title records of Creek County, Oklahoma, and all parties to this action are strictly and perpetually enjoined against further and future claim thereto except under instruments lawfully of record in Creek County, Oklahoma, subsequent to March 1, 1914.

6. The claims of J. H. Barkston and T. E. Mann to an interest in oil and gas leases held by White Eagle Oil Company, which claims rest in contract not of record, are specifically excepted from the injunction and proscriptions of this decree, and the case shall not be barred nor prejudiced by any of the terms hereof.

7. Except as hereinabove granted, the reliefs prayed for by all parties whether by complaint, counterclaims or cross-claim, including costs, are denied.

Dated at Tulsa, Oklahoma, this 8th day of October, 1954.

W. R. [Signature]
United States District Judge

U.S. DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF OREGON

FREDERICK VANOL,

Plaintiff,

vs.

ORIG. OMA NATURAL GAS CO., A CORP.,

Defendant.

No. 5014 CIVIL

FILED

OCT 1 1954

ORDER DISMISSING CAUSE

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

On the 17th day of October, 1954.

defendant's motion to dismiss came on for hearing and the court, being advised that the above cause had been compromised and settled by and between the parties, orders the same to be dismissed with prejudice to the right of plaintiff to prosecute a further action.

W. R. ...
Judge

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

WILLIAM R. VANCE, JR.,

Plaintiff,

vs.

OKLAHOMA NATURAL GAS COMPANY, A CORP.,

Defendant.

No. 3515 Civil

FILED

OCT 11 1954

ORDER DISMISSING CAUSE

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

On the 11th day of October, 1954,
defendant's motion to dismiss came on for hearing and the court
being advised that the above cause had been compromised and set-
tled by and between the parties, orders the same be dismissed
with prejudice to the right of plaintiff to prosecute a further
action.

W. R. Vance, Jr.
Judge

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

Theima Garnett,

Plaintiff,

vs.

Archie Shelton Moss, et al.,

Defendants.

No. 3416 civil

FILED

OCT 12 1954

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

ORDER OF DISMISSAL WITH PREJUDICE

Upon application of the plaintiff to dismiss this cause
with prejudice;

IT IS ORDERED that said cause be, and the same is hereby,
dismissed with prejudice at the costs of the defendant.

Dated this 11th day of October, A.D., 1954.

15 *Raymond H. Young*
United States District Judge.

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN

DISTRICT OF OKLAHOMA

* * * * *

THE ASSOCIATED PRESS,)
 A Corporation,)
)
 Plaintiff,)
)
 -vs-)
)
 BARTLESVILLE BROADCASTING)
 COMPANY, an Oklahoma Corporation,)
)
 Defendant.)

No. 3558 Civil

FILED

OCT 13 1954

ORDER OF DISMISSAL

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

Now on this 13 day of October, 1954 there having been pre-
 sented to the undersigned United States District Judge for the Northern District
 of Oklahoma, a signed copy of the Dismissal with Prejudice filed herein and
 for good cause shown:

IT IS HEREBY ORDERED BY THIS COURT that each of the counts
 as contained in the Complaint onfile herein be and the same are hereby dis-
 missed with prejudice.

154 Royal H. Savage
 United States District Judge

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

Omer Lee Lowrance, Administrator of the)
Estate of Ezekiel Lowrance, deceased,)
Plaintiff,)
vs.)
Auto Transports, Inc., a Corporation,)
Defendant.)

No. 3566 Civil

FILED

OCT 13 1954

NOBLE C. HOOD
U.S. District Court

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, all issues involved in this case
having been fully settled and compromised, and dismisses the above
styled and numbered action with prejudice to the right to bring a future
action.

Dated this 13th day of October, 1954.

Omer Lee Lowrance
Administrator of the Estate of
Ezekiel Lowrance, deceased Plaintiff
Noble C. Hood
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above case be dismissed
with prejudice this 13 day of October, 1954.

Noble C. Hood
U. S. District Judge

rdh/mir

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

Omer Lee Lowrance, Administrator of
the Estate of Ezekiel Lowrance, deceased,

Plaintiff,

vs.

Auto Transports, Inc., a Corporation,

Defendant.

NO. 3872 CIVIL

FILED

OCT 13 1954

MOBILE HOOD
CLERK, U.S. District Court

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, all issues involved in this case having
been fully settled and compromised, and dismisses the above styled and
numbered action with prejudice to the right to bring a future action.

Dated this 13th day of October, 1954.

Omer Lee Lowrance
Administrator of the Estate of Ezekiel
Lowrance, deceased Plaintiff

W. M. Sallee
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above case be dismissed with
prejudice this 13 day of October, 1954.

W. M. Sallee
U. S. District Judge

rdh/mr

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN

DISTRICT OF OKLAHOMA

* * * * *

FRANKLIN COMPANY, a Corporation,)
Plaintiff,)
-vs-)
LAWRENCE C. BURT, A Sole Trader)
doing business as THE BURT MACHINE)
WORKS,)
Defendant.)

No. 3588

FILED

OCT 14 1954

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

J U D G M E N T

Now on this 14 day of October, 1954 there came on for hearing before the undersigned United States District Judge for the Northern District of Oklahoma the above styled and numbered action, 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 in the cause and from the same finds that the defendant herein has been duly served with summons more than 20 days prior to this date and has failed to appear and answer herein and is now in default.

IT IS THEREFORE ORDERED BY THIS COURT that the plaintiff's allegations as set forth in the complaint on file herein be taken as true and confessed as against the defendant and that said defendant be adjudged to be in default.

Thereupon the Plaintiff introduced the testimony of a witness sworn and examined in open Court and from the said testimony the Court finds that the defendant herein is indebted to the plaintiff herein in the sum of \$5816.95 together with interest thereon at the rate of 6% per annum from the 1st day of April, 1952 until paid, on account of certain goods, wares and merchandise sold, shipped and delivered to the defendant in interstate commerce by the plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY

THIS COURT that the plaintiff, Thecnoid Company, a Corporation, have and recover judgment of and as against the defendant Lawrence G. Burt, a sole trader, doing business as The Burt Machine Works for the sum of \$5816.95 together with interest thereon at the rate of 6% per annum from the 1st day of April, 1952 until paid, together with all of the court costs of this action and all of which let execution issue.

Raymond H. Stogard
United States District Judge

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

Elizabeth Ann Stikes,

Plaintiff,

vs.

Joyce Hobson Yancey,

Defendant.

No. 3565 Civil

FILED

OCT 14 1954

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

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, all issues involved in this case
having been fully settled and compromised, and dismisses the above
styled and numbered action with prejudice to the right to bring a
future action.

Dated this 14th day of October, 1954.

Elizabeth Ann Stikes
Plaintiff

Joyce Hobson Yancey
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered
action be dismissed with prejudice, this 14th day of October, 1954.

Noble C. Hood
U. S. District Judge

rdh/mr

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

James Felts,

Plaintiff,

vs.

Clyde Woodrow Gill
and Irene Gill,

Defendants.

No. 3414 Civil.

FILED

OCT 18 1954

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

This matter comes regularly on for trial pursuant to assignment on this 12th day of October, 1954, plaintiff James Felts appearing in person and by his attorney Duke Duvall; defendants Clyde Woodrow Gill and Irene Gill appearing in person and by their attorneys Jake Hunt, Worth B. McCauley, Walter Jones and Frank Leslie; and defendants Plomb Tool Company, Proto Tool Company and Motor Transportation Service System, Inc., appearing by their attorneys Dudley, Duvall & Dudley through Duke Duvall.

A jury of twelve men and women was duly empaneled and sworn to well and truly try the issues in the case, and after opening statements of counsel, the evidence is introduced from day to day until this 14th day of October, 1954; and, the evidence having been concluded, the Court dismisses the cross-actions of defendants Clyde Woodrow Gill and Irene Gill against Proto Tool Company and Motor Transportation Service System, Inc., for failure to establish a claim upon which relief could be granted, and the case is submitted to the jury after argument

of counsel and instructions by the Court. Thereafter the jury returns into open court with its unanimous verdict, finding the issues in favor of the plaintiff James Felts and against the defendants Clyde Woodrow Gill and Irene Gill, and fixing the amount of his recovery at the sum of \$3,000.00; and finding the issues in favor of the defendant Plomb Tool Company and against Clyde Woodrow Gill on his cross-petition against such Company, and in favor of the defendant Plomb Tool Company and against Irene Gill on her cross-petition against such Company.

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

(1) That the cross-actions and claims of Clyde Woodrow Gill and Irene Gill, respectively, against the defendants Proto Tool Company and Motor Transportation Service System, Inc., be and the same are each hereby dismissed with prejudice.

(2) That plaintiff James Felts have judgment against and recover of and from the defendants Clyde Woodrow Gill and Irene Gill the sum of \$3,000.00 and costs of this action.

(3) That judgment be and is hereby rendered in favor of defendant Plomb Tool Company and against Clyde Woodrow Gill on his cross-claim against it, and it is adjudged that Clyde Woodrow Gill take nothing by such cross-claim.

(4) That judgment be and is hereby rendered in favor of defendant Plomb Tool Company and against Irene Gill on her cross-claim against it, and it is adjudged that Irene Gill take nothing by such cross-claim.

ENTERED this 14th day of October, 1953, at Tulsa, Oklahoma.

15/ Royce H. Young
JUDGE.

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

SUE PETERSON,

Plaintiff,

vs.

R. H. SUTHERLAND, ET AL.,

Defendants.

NO. 3542-Civil

FILED

OCT 19 1954

ORDER OF DISMISSAL

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

Pursuant to written stipulation of the parties to this action, IT IS HEREBY ORDERED that plaintiff's complaint and claim for relief in this cause be and the same hereby is dismissed with prejudice to a future action based upon any matters involved in this action.

DATED this 18th day of October, 1954.

Rayce H. Savage
District Judge

APPROVED:

W. D. Maxwell
Of Counsel for Plaintiff

W. D. Sutherland
Of Counsel for Defendant
R. H. Sutherland

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

BATTIE INGLE, Plaintiff
vs
EAGAN-BROOKS COMPANY, Defendant

NO. 3561 CIVIL

FILED

OCT 19 1954

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

ORDER OF DISMISSAL

Now, on this 19th day of October, 1954, this matter coming on to be heard upon the motion of the plaintiff to dismiss the above cause with prejudice to a future action, and the court being fully advised in the premises and finding that the matter has been fully settled and compromised,

IT IS BY THE COURT ORDERED that the above action be and the same is hereby dismissed with prejudice to a future action.

/s/ ROYCE H. SAVAGE

Judge

O.K. Remington Rogers
Attorney for pff.

O.K. Rhodes, Crowe, Hieronymus & Holloway
By P. W. Landa

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

Mildred Marie Naffeh,)
)
 Plaintiff,)
)
 vs.) No. 3509 Civil
)
 Girardian Insurance Company,)
 a Corporation,)
)
 Defendant.)

FILED

SEP 27 1954

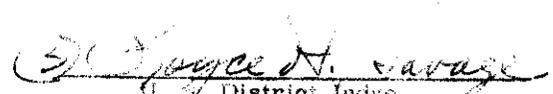
ROBERT L. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY

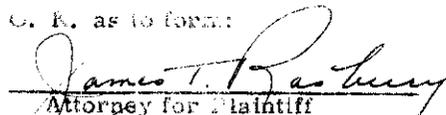
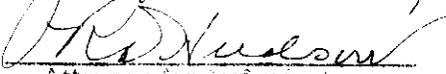
Now on this the 23rd day of September, 1954, this matter comes on to be heard upon its merits. The parties having waived a jury and having announced ready for trial the court heard the evidence in said cause.

Thereupon the court entered its findings of fact and conclusions of law and pursuant thereto it is ordered, adjudged and decreed as follows:

IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff, Mildred Marie Naffeh, have and recover judgment against the defendant, Girardian Insurance Company, a Corporation, in the sum of Five Thousand and No/100 (\$5,000.00) Dollars, and the costs of this action.


George H. Savage
U. S. District Judge

C. K. as to form:


James T. Rasmussen
Attorney for Plaintiff

R. D. Hudson
Attorney for Defendant

ORDER

On this the 20 day of October, 1944, upon application of the Plaintiff and the defendant, and it being made known to the Court that this cause has been compromised and settled, all costs said, said cause is hereby dismissed.

Raymond H. Savage
Clerk

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

WILLIAM H. BARRIS,

Plaintiff,

vs.

YELLOW TRANSIT FREIGHT LINES, A Corp.,
ET AL.,

Defendants.

No. 3560 - Civil

FILED

OCT 10 1934

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

ORDER REMANDING

For good cause shown, the above-entitled cause is remanded to
the District Court of Ottawa County, Oklahoma, for further proceedings.

⑤ Joyce H. Savage
United States District Judge

THE COURT
DOES HEREBY

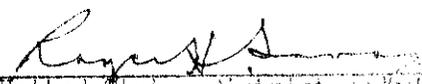
ORDER

That the Court do hereby
order the defendant, J. E. Roberts,
to appear for hearing on this 8th day of October, 1954,
at the Court having heard the proposed of parties,
and being fully advised, upon due deliberation that the
Motion should be sustained.

O R D E R

The motion of defendant, J. E. Roberts, to dismiss, made
on for hearing this 8th day of October, 1954, pursuant to the
suggestion of the Court having heard the proposed of parties,
and being fully advised, upon due deliberation that the
Motion should be sustained.

It is therefore ORDERED that the Motion To Dismiss filed
for and on behalf of the defendant, J. E. Roberts, be and the
same is hereby sustained, and that this cause as to the defendant
J. E. Roberts, be and the same is hereby dismissed without
prejudice to Plaintiff's right to bring a new action.


United States District Judge

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

BOB BARNARD,

Plaintiff,

vs

SAFEWAY STORES, INC.,
a corporation,

Defendant.

NO. 3577 Civil.

FILED

APR 2 1954

DISMISSAL WITH PREJUDICE

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

Comes now the plaintiff and shows to the court an amicable compromise settlement has been made by and between the parties hereto and by reason thereof said cause is hereby dismissed with prejudice at the cost of the defendant.

Bob Barnard
Plaintiff

Pat Miller
Attorney for Plaintiff

ORDER

IT IS ORDERED that the above styled and numbered cause be and it is hereby dismissed with prejudice at the cost of the defendant.

Walter H. [Signature]
U. S. District Judge

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

UNITED STATES FIDELITY & GUARANTY COMPANY,)
a corporation,)

Plaintiff,)

vs.)

ROBERT ANDERSON WHITEHORN, JR.,)
et al.,)

Defendants.)

No. 3582-Civil

FILED

NOV 19 1954

CLERK OF DISTRICT COURT

U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

On proper motion and showing to the Court
that said cause has been settled, the Court does hereby
dismiss this cause with prejudice to future action.

Dated this 28th day of October, 1954.

George H. Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ALFORD A. BROWNING,

Defendant.

No. 3530 - Civil

FILED

001 1954

NOV 12 1954
Clerk, U.S. District Court

AMENDED JUDGMENT

NOW, on this 29 day of Oct, 1954, the motion of the plaintiff, United States of America, by its attorney, B. Hayden Crawford, United States Attorney for the Northern District of Oklahoma, coming on for hearing to amend the judgment entered herein on the 28th day of July, 1954, because of a clerical error which resulted in a judgment for \$155.10 in excess of the amount actually due on the account and the court being fully advised in the premises finds that the aforementioned judgment is \$155.10 in excess of the amount actually due on the account.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that the judgment entered herein on the 28th day of July, 1954 be and the same is hereby amended to read as follows:

NOW, on this 28th day of July, 1954, the above-entitled action coming on for hearing, the plaintiff, United States of America, appearing by B. Hayden Crawford, 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 of the plaintiff and having examined the file, finds that said defendant was duly served with summons herein more than twenty (20) days prior to this date and having failed to appear or answer is and should be adjudged in default.

The court finds that all the allegations of plaintiff's complaint are true and that the defendant did make and execute to the Governor of the Farm Credit Administration of the United States of America his written promissory notes in the sums of \$200.00, \$25.00, \$375.00, \$200.00 and \$400.00, dated July 14, 1934, September 24, 1934, April 8, 1935, December 15, 1944 and January 22, 1945, respectively, and did make and execute to the United States of America, at the office of the Farm Security Administration, Department of Agriculture, Dallas, Texas, successor to the Resettlement Administration, his renewal promissory note in the sum of \$512.15, dated February 28, 1941, and said defendant

having defaulted in the payment of said notes there is now due and owing thereon, after the allowance of all just credits and set-offs, the sums of \$125.00, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from July 18, 1934 until paid; \$25.00, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from October 2, 1934 until paid; \$140.27, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from June 20, 1938 until paid; \$300.00, with interest thereon at the rate of 4% per annum from December 21, 1944 until paid; \$400.00, with interest thereon at the rate of 4% per annum from January 27, 1945 until paid and \$208.15, with interest thereon at the rate of 5% per annum from March 24, 1943 until paid.

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

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff have judgment against the defendant, Alford A. Browning, for the sum of \$1,758.95 with interest thereon at the rate of 6% per annum from the 28th day of July, 1954 until paid and for its costs.


U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

52 Boxes, each containing 160 pieces
Bubble Gum, labeled in part "E-Z-Blo ----"
or "Blo Bubble Super Paper Shelby's ----",

Claimant.

No. 3601 Civil

FILED

OCT 29 1954

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

D E C R E E

On September 28, 1954, a libel of information against the above described article was filed on behalf of the United States of America. The libel alleged that the article proceeded against is an article which was introduced into interstate commerce in violation of the Federal Food, Drug, and Cosmetic Act and was adulterated within the meaning of 21 U.S.C. 342(a)(3), in that it consisted wholly or in part of a filthy substance by reason of the presence therein of insect parts, rodent hair fragments and rodent excreta, and within the meaning of 342(a)(4), in that it had been prepared under insanitary conditions whereby it may have become contaminated with filth; It appearing that process was duly issued herein and returned according to law; that notice of the seizure of the above described article was given according to law and that no persons have appeared or interposed a claim before the return day named in said process;

NOW, THEREFORE, on motion of B. Hayden Crawford, United States Attorney for the Northern District of Oklahoma, by Robert S. Rixley, Assistant United States Attorney, IT IS ORDERED, ADJUDGED AND DECREED that the defaults of all persons be and the same are entered herein; and

The Court being fully advised in the premises, it is on like motion further ORDERED, ADJUDGED AND DECREED that the article so seized is adulterated within the meaning of said Act, 21 U.S.C. 342(a)(3) and 342(a)(4), in that it consisted wholly or in part of a filthy substance by reason of the presence therein of insect parts, rodent hair fragments and rodent excreta and in that it was prepared under insanitary conditions whereby it may have become contaminated with filth, and is condemned as forfeited to the United States

and the United States Marshal in and for the Northern District of Oklahoma
do forthwith destroy the same and make return of his action to this Court.

Witness this 29th day of October 1954.

U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

INDUSTRIAL EQUIPMENT CO.,
a corporation,

Plaintiff,

vs.

United States of America,

Defendant.

Civil No. 3210

FILED

NOV 1 - 1954

NOBLE J. COBB
Clerk, U.S. District Court

J U D G M E N T

Now, on this 29th day of October 1954, upon trial of this
cause and pursuant to the Findings of Fact and Conclusions of Law filed
herein,

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that the
plaintiff have and recover from the defendant the sum of \$772.35, to-
gether with interest at the rate of six per cent (6%) per annum from
March 15, 1948, until paid.

United States District Judge

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OKLAHOMA

United States of America,

Libelant

vs.

One unlabeled device, more or less designated "the Atomotrone" or "the Vital-Tone",

15 copies, more or less, of a booklet entitled "Nature's Way of Health with the Vital-Tone United in Your Home,"

15 copies, more or less, of a booklet entitled "Suggested Instructions on Using Irradiated Water and Food,"

One unlabeled device, more or less designated "the Atomotrone" or "the Vital-Tone",

One unlabeled device, more or less designated "the Atomotrone" or "the Vital-Tone",

One unlabeled device, more or less designated "the Atomotrone" or "the Vital-Tone",

respondents.

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FILED
NOV 15 1954

This matter comes on for hearing the 15th day of October 1954, and the Libelant, the United States of America, being represented by Charles H. Freeb, Assistant United States Attorney for the Northern District of Oklahoma and by Joseph L. Aquino, Attorney, Department of Health, Education, and Welfare, and the claimants Mrs. M. Clements and Mrs. Melba Berlin being represented by Green B. Feldman, and the claimants Mr. and Mrs. Robert H. Rayman being represented by C. E. Montgomery, and the Court, after being fully advised in the premises and after consideration, among other things, of agreements as to facts, and stipulations by the parties, some of

which are set forth below, finds:

That this action was instituted by the United States of America under the Federal Food, Drug, and Cosmetic Act for the seizure and condemnation of certain articles of device called "The Atomstrone" and "The Vital-Tone", and accompanying labeling comprised of booklets entitled "Nature's way of health with the Vital-Tone unit in four doses", and "Suggested Instructions on Using Irradiated Water and Food", by the filing of a libel of information on July 26, 1954; that one of said devices and copies of the two booklets titled as above, were seized in the possession of E. W. Clements, 22 South Wheeling, Tulsa, Oklahoma; that one of said devices was seized in the possession of Mrs. Sheila Berlin, 1219 E. 5th Place, Tulsa, Oklahoma; that a third device was seized in the possession of Mr. and Mrs. Robert J. Layman, Route 10, Box 8, Tulsa, Oklahoma; that E. W. Clements, at the times mentioned in the libel, prior and subsequent thereto, was a broker for Atomstrone and Vital-Tone devices; that Atomstrone and Vital-Tone devices are the same; that literature and pamphlets pertaining to the Atomstrone and Vital-Tone devices apply to each other and are interchangeable; that all of the literature constituting accompanying labeling herein and all of the literature used by Clements in connection with the promotion, distribution, and sale of said devices came from Dallas, Texas; that it was either shipped to him from there by Dick Faulkner or the latter's predecessor, or personally transported by Clements or Faulkner from Texas to Oklahoma; that Clements distributed some of each item of such literature to prospects for the purchase of these devices either prior to, at the time of, or subsequent to the purchase and delivery of the devices; that among such items are the two booklets titled as above, also "Announcement of the new invention the Atomstrone" and "Atomstrone"; that all of

the "Atomotrons" or "Vital-ones" devices for which Clements was the broker originated in Dallas, having either been shipped by Dick Rankner or his predecessor to Tulsa or were picked up by Clements in Dallas and personally transported by him to Oklahoma; that included among such devices are those subject of this proceeding; that on occasion with respect to devices carried by a transportation company, Clements made arrangements for the delivery by the transportation company directly to the purchasers; that the device seized in the possession of Mrs. Berlin was delivered by the transportation company to her home and there assembled by Clements; that the device seized in the possession of Mr. and Mrs. Layman was received by Clements who personally delivered it to the Layman home and there assembled it; that concurrently with the delivery of the device to Mrs. Berlin there was delivered a package of literature pertaining to the device which had been shipped with it from Dallas, Texas, which package included items of literature described herein; that Clements subsequently received such literature; that Clements in promoting the sale of devices gave samples of water from a device to prospects whom he knew had complaints about physical illness and told them to try the water and decide for themselves whether it helped their ailments; that Clements gave such samples to Mrs. Berlin who later purchased a device; that the purchasers paid \$300 for each device; that purchasers who furnished samples of water from their devices to others who later bought a device through Clements were given \$25 by Clements for the assistance they rendered; that Clements paid \$25 to Mrs. Berlin and Mrs. Layman, claimants, for that reason; that on or about March 3, 1953, Clements assembled a group of prospective purchasers of devices at his home in Tulsa; that they were addressed by Dick Rankner and William West, both from Texas; that

Faulkner shipped two such devices from Dallas to himself at Tulsa which were sold at Clements' home on that day; that statements were made by Faulkner and Estep to the group regarding the benefits to be derived from the use of the device for human illnesses, conditions, and diseases; that Clements prepared sales agreements in triplicate which were signed by him and the purchaser; that the purchaser and Clements each kept one copy and Clements sent the third to Faulkner or his predecessor, at Dallas, Texas, where the orders were filled and shipments made; that Clements never gave directions to anyone as to the preparation of the water or directions for use in the cure, treatment, prevention, or mitigation of disease, illnesses, or conditions; that none of the literature referred to herein or employed in the promotion or sale of these devices contained directions for use for such purposes; that Clements did not give oral or written instructions for the use of the device, either as to the preparation of the water or for use in specific conditions, illnesses, ailments or disease to Mrs. Verlin or Mr. and Mrs. Rayman; that Paragraph VI and VII of the libel and answer pertaining thereto were dismissed since the device and literature referred to therein were not seized; and that the device and the literature the subject matter of this action, were shipped in interstate commerce as alleged in the libel; it is, therefore

That, JOHNSON, AND COMPANY, that the Acoustro-ne and Vital-Tone device seized from the claimant, Clements, was introduced into and while in interstate commerce within the meaning of 21 U.S.C. 332(a) in that its labeling, namely, the booklets entitled "Nature's Way of Health with the Vital-Tone Unit in Your Home" and "Suggested Instructions on Using Irradiated Water and Food", accompanying said device, contains statements which represent and suggest that the device is capable of providing an adequate and effective treatment

for hemorrhoids, pain, inflammation, burns, cuts, sinus troubles, hay fever, colds, varicose veins, high blood pressure, infections, arthritis, asthma, ulcerated conditions, diseased tonsils, virus infection, infection of bladder, colon, kidneys, and blood, skin rash, heart conditions, low blood pressure, low glandular activity, constipation, cancer, and for providing vital energy in one's water and food, which statements are false and misleading since the device is not capable of providing an adequate and effective treatment for such conditions and of fulfilling the promise of benefit made for it; and it is further

ORDERED, ADJUDGED, AND DECREED that the Atomotrons or Vital-Tone devices seized from the claimants, Mrs. Selma Ferlin and Mr. and Mrs. Robert E. Lapman were misbranded when introduced into, while in, and while held for sale after shipment in interstate commerce within the meaning of 21 U.S.C. 352(f)(1) in that their labeling failed to bear adequate directions for use and they are not entitled to any exemption from that requirement; and it is further

ORDERED, ADJUDGED, AND DECREED that the three devices and literature seized herein be and they hereby are condemned and the United States Marshal for the Northern District of Oklahoma is hereby directed to deliver said devices and literature to a representative of the Food and Drug Administration of the Department of Health, Education, and Welfare for official use by that Department; and it is further

ORDERED, ADJUDGED, AND DECREED that costs are assessed against the claimants in favor of the libellant in the amount of _____.

United States District Judge

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

DART & RUSSELL, INC., A Corporation,
Plaintiff,

vs.

HOLLOWAY MATERIAL & SUPPLY COMPANY,
A Corporation,
Defendant.

No. 5029, Civil.

ORDER APPROVING RECEIVER'S SALE AT PRIVATE SALE.

Now on this 2nd day of November, 1938, there came on for hearing before the undersigned District Judge the venditor Receiver's Report of Sale and prayer for confirmation thereof, said sale having been made by the Receiver herein to one D. H. Welch, in the amount of \$58,000.00 of the real property belonging to this estate and being described as follows:

lots 3, 4, 5 and 6 for Block 12, Hedge Addition
to the City of Tulsa, Tulsa County, Oklahoma,
according to the recorded plat thereof;

said Receiver appearing in person and by his attorney, Irvine C. Hagerman,

The Court having carefully examined the proceedings of the said sale and being satisfied that the said sale was conducted in all respects in conformity to law, and in accordance with the provisions of law of this Court, and that the said property was sold to one D. H. Welch for the sum of \$58,000.00, he being the highest and best bidder therefor, and the Court, therefore, finds that the Clerk is directed to make an entry on the records of this Court that the Court is satisfied with the legality of the said sale; and no exceptions being found or objections being made:

IT IS HEREBY ORDERED AND ADJUDGED BY THIS COURT that the sale made by the Receiver herein at private sale, and all of the said proceedings thereon be and the same are hereby approved and confirmed, and it is further ordered that E. Gordon Smith, Receiver for the Holloway Material & Supply Company a Corporation, in the above entitled matter, execute and deliver to the said purchaser, D. H. Welch, a good and sufficient deed for the premises so sold

upon receiving the consideration therefor.

IT IS FURTHER ORDERED BY THIS COURT that the said Receiver herein forthwith caused to be paid all of the mortgage indebtedness, tax liens and unpaid tax assessments due against the property described herein at the present time, and to further cause to be delivered to the said purchaser the complete Abstract of Title, covering the property described herein duly brought down to date.

ORDERED UPON THE REPORT OF THE RECEIVER.

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

United States Fidelity & Guaranty
Company, a Corporation, of Maryland,

Plaintiff,

vs.

Craig County Bank of Vinita, Oklahoma,
a Corporation, Charles S. Hampton,
J. C. Lovett, James George, O. Stanislaus,
and H. L. Collins,

Defendants.

No. 2254 Civil

FILED
OCT 15 1954
MCCOY - ROOM
COURT HOUSE

J U D G M E N T

This cause came on for trial upon its merits on the 15th day of March, 1954. All parties appeared in person and by their respective counsel of record except the defendant Charles S. Hampton who made no appearance. Thereupon the court heard all of the evidence in the cause and took the matter under advisement.

And now on this the 3rd day of ^{Nov} ~~October~~, 1954, the parties appeared as before. The court having considered the briefs filed by the respective parties in support of their contentions, the court thereupon entered its findings of fact and conclusions of law. Pursuant to the findings and conclusions it is adjudged and decreed, as follows:

IT IS ADJUDGED AND DECREED that the defendant Craig County Bank of Vinita, Oklahoma have and recover judgment against plaintiff, United States Fidelity & Guaranty Company, a Corporation, of Maryland, ^{in the sum of \$50,000.00} and the defendant Charles S. Hampton, in the sum of Fifty-three Thousand Two Hundred thirty-two and 29/100 (\$53,232.29) Dollars, with

interest thereon at the rate of six per cent per annum from the 15th day of April, 1953, and that defendant have judgment for its costs herein expended as against plaintiff.

Since the court has found that on the 15th day of December, 1952, the defendant Hampton executed a certain assignment agreement with Craig County Bank of Vinita, Oklahoma, by which he transferred a certain bank account owned by him to the defendant bank to reimburse it because of any loss sustained by it on account of unpaid ^{and} ~~or~~ uncollectible notes and since the court has found that assignment is superior to a similar assignment executed by Hampton to plaintiff,

IT IS ADJUDGED AND DECREED that the Craig County Bank of Vinita, Oklahoma retain the balance remaining in said reserve account described in that assignment and with said sums remaining reimburse itself on account of any loss sustained by reason of unpaid or uncollectible promissory notes and in the event a balance remains in the account over and above the amount necessary to reimburse the defendant bank on account of unpaid or uncollectible promissory notes the bank shall retain such balance until the 1st day of January, 1955, and out of such account or fund reimburse itself for any loss it may sustain on account of the loss suffered because of the fraudulent, dishonest and criminal acts of Hampton over and above the sum of \$50,000.00, the limits of the bond herein involved, after which the Craig County Bank of Vinita, Oklahoma shall pay any balance remaining in such account to plaintiff, United States Fidelity & Guaranty Company, a Corporation, of Maryland.

IT IS FURTHER ADJUDGED AND DECREED that the defendant Craig County Bank of Vinita, Oklahoma take nothing upon its cross-complaint as against the defendants J. C. Lovett, James George and C. Starklaus.

IT IS ORDERED AND ADJUDGED AND DECREED
that the defendant W. L. Collins take nothing as against plaintiff or any
of the defendants herein.

IT IS FURTHER ORDERED AND ADJUDGED AND DECREED
that plaintiff, United States Fidelity & Guaranty Company, a Corporation,
of Maryland, have and recover judgment against the defendant Charles S.
Compton in the sum of Fifty Thousand and No/100 (\$50,000.00) dollars,
with interest thereon at the rate of six per cent per annum from the date
of the payment of such sum to Craig County Bank of Vinita, Oklahoma,
less any sum recouped by plaintiff out of the reserve deposit above re-
ferred to.

Royce H. Savage

U. S. District Judge

W. L. as to form:

Attorneys for United States Fidelity
& Guaranty Company

Attorney for W. L. Collins

Attorney for J. C. Lovett, James
George and J. C. Coudelaus

B. W. Hudson

Richard T. P. Keittles

Attorneys for Craig County Bank
of Vinita, Oklahoma

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Burbank Public School District
No. 20, Burbank, Oklahoma, and
J. W. Wells,

Defendants.

No. 3351 Civil

FILED

NOV 5 - 1954

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

CONCLUSIONS OF LAW AND JUDGMENT

CONCLUSIONS OF LAW

Pursuant to the findings of fact filed herein on September 13, 1954, the court makes and enters the following conclusions of law:

I.

The court has jurisdiction of the parties to this action and the subject matter thereof.

II.

The fact that defendant's purchase order was not filed in compliance with the Oklahoma statutes relating to school purchases and that the plaintiff did not comply with the Oklahoma statutes relating to the presentation of claims against school districts does not prevent the plaintiff from recovering from the defendant, Burbank Public School District No. 20, in this action.

III.

Plaintiff is entitled to recover nothing from the defendant, J. W. Wells.

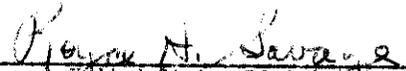
IV.

Plaintiff is entitled to recover from the defendant, Burbank Public School District No. 20, and judgment in conformity with the findings of fact and these conclusions of law should be entered.

J U D G M E N T

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the court that plaintiff have and recover nothing from the defendant, J. W. Wells; that plaintiff have and recover from the defendant, Burbank Public School District No. 20, the sum of \$571.09 together with interest thereon at the legal rate from August 31, 1953, and for the costs of this action.

Dated this 5th day of November 1954.



United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

One 1954 Oldsmobile Holiday "88"
Coupe, Motor No. V117172; 7.150
Gallons of Assorted Taxpaid Liquor,

Respondents,

Freeman McKee and General Motors
Acceptance Corporation, Tulsa,
Oklahoma,

Claimants.

No. 3605 Civil

FILED

NOV 5 - 1954

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

J U D G M E N T

On this 5th day of November 1954, the above action coming on for hearing, the libelant, United States of America, appearing by D. Hayden Crawford, United States Attorney, and Robert S. Rizley, Assistant United States Attorney, for the Northern District of Oklahoma, and the claimants appearing not, and the court having heard the evidence of the libelant, and having examined the file, finds that the claimants were duly served with Monition herein more than twenty (20) days prior to this date, and having failed to appear, or answer, are and should be adjudged in default.

The court finds that all of the allegations of libelant's Libel of Information are true; that, on July 15, 1954, the 1954 Oldsmobile Holiday "88" Coupe, Motor No. V117172, was used in violation of law in transporting the one-half gallon of nontaxpaid distilled spirits, as alleged in the Libel of Information; that the 7.150 gallons of assorted taxpaid liquor were used in violation of law, as alleged in the Libel of Information; that claimant, Freeman McKee, is the owner of record of the 1954 Oldsmobile; that claimant, General Motors Acceptance Corporation, has a valid subsisting lien on the 1954 Oldsmobile in the amount of \$1,691.62; that no inquiry was made by claimant, General Motors Acceptance Corporation, as to the record or reputation for liquor violations by Freeman McKee, but if such inquiry had been made of the proper law enforcement officers, or agencies, claimant, General

Motors Acceptance Corporation, would have been informed by such officers, or agencies, that Freeman McKee did have a record and reputation for liquor law violations; that the 1954 Oldsmobile should be forfeited to the United States of America, and delivered over to the Regional Commissioner of Internal Revenue, Treasury Department, Dallas, Texas, pursuant to the application filed herein; that the 7.150 gallons of assorted taxpaid liquor should be forfeited to the United States of America to be disposed of according to law.

The court further finds that the libelant has filed herein an affidavit stating that the claimant, Freeman McKee, is not in the military service, or an infant, or an incompetent, which is found to be true.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the court that the 1954 Oldsmobile Holiday "88" coupe, Motor No. V117172, be and the same is hereby forfeited to the United States of America, and the same should be delivered over to the Regional Commissioner of Internal Revenue, Treasury Department, Dallas, Texas, upon the payment of costs of seizure and storage.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the 7.150 gallons of assorted taxpaid liquor be and the same are hereby forfeited to the United States of America, and the same should be disposed/according^{of} to law.

U. S. District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Thompson Apartments, Inc., a
corporation, and State of Oklahoma,
ex rel Oklahoma Tax Commission,

Defendants.

No. 3276 Civil

FILED
IN OPEN COURT
NOV 8 - 1954

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

DEFICIENCY JUDGMENT

NOW, on this 8th day of November, 1954, there coming on for hearing the motion of the plaintiff herein for leave to enter a deficiency judgment, which motion was filed on the 25th day of October, 1954 and duly served upon McNeill and McNeill, Attorneys for Thompson Apartments, Inc., a corporation, and Oklahoma Tax Commission, the defendants herein,

The court upon consideration of such motion and of the evidence produced in open court, finds that the fair and reasonable market value of the mortgaged premises as of the date of the marshal's sale herein, to-wit, the 20th day of September, 1954, was \$128,150.00. The court further finds that the aggregate amount of the judgment rendered herein, together with interest and costs as of the date of sale amounted to \$196,473.88 and that the plaintiff is accordingly entitled to a deficiency judgment against the defendant, Thompson Apartments, Inc., a corporation, for such amount, less the market value of the property in the sum of \$128,150.00 as above determined, to-wit, in the sum of \$68,323.88.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff, United States of America, have and recover from the defendant, Thompson Apartments, Inc., a corporation, a deficiency judgment in the sum of \$68,323.88.

Joseph H. Savage
U. S. DISTRICT JUDGE

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

WEAVER DRILLING COMPANY,
AN OKLAHOMA CORPORATION,)

PLAINTIFF)

VS.) No. 3 5 1 8

R. W. SOUTHARD D/B/A
SOUTHARD OIL COMPANY)

DEFENDANT)

FILED

NOV 18 1954

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

ORDER CONFIRMING MARSHAL'S SALE

On this the 18th day of November, 1954, there came on for hearing the motion of plaintiff to confirm the sale of real property made by the United States Marshal for the Northern District of Oklahoma, on the 29th day of October, 1954, under the writ of execution issued by the Clerk of the United States District Court for the Northern District of Oklahoma, and the response of defendant to motion of plaintiff to Confirm Marshal's sale, and the objection to confirmation filed by Roy Pooler and John A. Engle, and the court after being fully advised thereon and after careful examination of the proceedings of the Marshal under said writ of execution and attachment, finds that said writs were duly levied upon the following described property belonging to said defendant:

1. Undivided 3/20ths working interest in oil and gas leasehold estate covering the S/2 NW/4 of Section 15, Twp 17N-Range 11E, Creek County, Oklahoma, together with all oil equipment located thereon.
2. Oil and gas lease covering the NW/4 NW/4 of Section 15, Twp 17N-11E, Creek County, Oklahoma (save and except a 1% working interest owned by John Suentzens not attached or sold)
3. An undivided 3/20ths working interest in oil and gas leasehold estate covering NE/4 NW/4 of Section 15, Twp 17N-Range 11E, Creek County, Oklahoma, together with all oil equipment located thereon (two oil tanks, pumping jack, rods and pipe in hole)
4. Oil and gas leasehold estate covering N/2 SE/4 of Section 15, Twp 17N-11E, Creek County, Oklahoma, together with all oil equipment located thereon, (two oil tanks, pumping jack, rods and pipe in hole)

the same not being exempt from levy and sale under execution; that the property was duly appraised by disinterested householders as required by law; that the United States Marshal caused due and legal notice of said sale to be published

for more than 30 days prior thereto in the Sapulpa Legal News, a newspaper printed in and of general circulation in Creek County, Oklahoma, as appears from the printers affidavit of publication attached to said return; and that on the 29th day of October, 1954, the day fixed in said notice, said real property was sold as follows:

<u>Property</u>	<u>Purchaser</u>	<u>Amount Bid</u>
Tract #1 described above -	Weaver Drilling Company	\$555.00
Tract #2 described above -	Weaver Drilling Company	\$ 55.00
Tract #3 described above -	Roy Pooler	\$515.00
Tract #4 described above-	Weaver Drilling Company	\$1,501.00

that each of the foregoing purchasers was the highest bidder for the property sold, and that each tract was sold for more than two-thirds of the appraised value of said property. That the court is satisfied that the said sale was in all respects made in conformity to the statutes of the State of Oklahoma in such cases made and provided and the court clerk is accordingly directed to make an entry on the Journal that the court is satisfied with the legality of said sales and that the sum bid be credited first in satisfaction of the mortgage and the balance credited to the unsecured portion of the judgment, reserving however to aforesaid Roy Pooler and John Engle, who filed objection to confirmation, all rights to contest title in any manner provided by law.

IT IS ORDERED AND ADJUDGED by the court that said Marshal's sale and all proceedings thereunder be and the same are hereby approved and confirmed. It is further ordered that the United States Marshal make and execute ^{to} the purchasers at said sale a good and sufficient deed to said above described property, all without prejudice to any rights existing at law or equity of Roy Pooler and John Engle to assert some interest in said property in a manner provided by law, and that defendant E. W. Southard be credited with the payment of aforesaid sum on the mortgage indebtedness and the balance to the unsecured balance of the judgment, and that plaintiff's judgment be maintained in full force and effect as to the balance unpaid thereon.

Joyce H. Savage
UNITED STATES DISTRICT
JUDGE

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

FRANK SETTLE AND EUGENE O.
MONNET,)
Plaintiffs,)

vs.)

SAM CLAMMER AND THE FIRST
NATIONAL BANK & TRUST COMPANY)
OF TULSA,)
Defendants.)

NO. 3122-Civil

FILED

NOV 7 1954

RONALD C. HOOD
Clerk U.S. District Court

J U D G M E N T

Upon stipulation of all parties concerned, it is adjudged that the certain fund before the Court and presently in the hands of the Defendant The First National Bank & Trust Company of Tulsa shall be apportioned to and forthwith paid over to the parties in the following proportions and amounts, viz:

- (a) To Eugene O. Monnet, the sum of \$6,000.00.
- (b) To Sam Clammer, the sum of \$5,300.00.
- (c) To Frank Settle, the sum of \$16,063.00.

The said fund held by the Defendant The First National Bank & Trust Company of Tulsa in the total sum of \$27,363.00 is adjudged to be the separate property of the parties named above in the amounts there set forth, and each is found and adjudged to be entitled to immediate possession of the portion thereof adjudged above in his favor.

It is further adjudged that all issues of accounting between Frank Settle and Sam Clammer respecting or arising out of the certain partnership heretofore existing between them are composed, settled, concluded and set at rest by the finding and judgment above set forth.

It is further adjudged that all issues of accounting arising between Frank Settle, Eugene O. Monnet and Sam Clammer out of and by reason of the certain partnership heretofore existing between them and styled Settle, Monnet & Clammer are composed, settled, concluded and set at rest by the finding and judgment above set forth.

Recovery of costs is denied to all parties.

W. M. Wallace

United States District Judge

The terms of the above Judgment and the entry thereof are stipulated this 16th day of November, 1954.

Frank Settle

Frank Settle

Eugene O. Monnet

Eugene O. Monnet

Sam Clammer

Sam Clammer

THE FIRST NATIONAL BANK & TRUST
COMPANY OF TULSA

By *W. M. Wallace*
Its Attorney

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

MRS. JOHN I. SLOAN and
JOHN H. POE,

Plaintiffs

vs.

MUD PRODUCTS, INC.,
a Delaware corporation

Defendant

Civil No. 3026

FILED

NOV 18 1954

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

ORDER DISMISSING ACTION

This cause coming on to be heard upon stipulation of both parties hereto that this action may be dismissed, and all parties appearing 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 Plaintiffs against the defendant with respect to any of the matters and things mentioned in the complaint in this action.

DATED at Tulsa, Oklahoma, this 18th day of November, 1954.

/s/ ROYCE H. SAVAGE
United States District Judge

O.K.

/s/ Jack Langford
Attorneys for Plaintiffs

/s/ Horace D. Ballaine
Attorneys for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Industrial Equipment Co., a corporation,)
Plaintiff,)
vs.)
United States of America,)
Defendant.)

No. 3210 Civil

FILED

NOV 18 1954

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

AMENDED JUDGMENT

NOW, on this 18th day of November, 1954, upon trial of this cause and pursuant to the Findings of Fact and Conclusions of Law filed herein,

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that the plaintiff have and recover from the defendant the sum of \$795.11, with interest according to law.



U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Acme Materials Company, a corporation,

Plaintiff,

vs.

J. C. Davis, d/b/a Davis Construction
Company, M. E. Morrow, Angel's Restaurants,
Inc., a corporation, and United States of
America,

Defendants.

No. 3523 - Civil

FILED

NOV 2 1954

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

J U D G M E N T

NOW, on this 22nd day of November, 1954, upon trial of this
cause and pursuant to the Findings of Fact and Conclusions of Law foled herein,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Acme Materials
Company, a corporation, have and recover judgment against Angel's Restaurants,
Inc., a corporation, in the amount of \$2,477.10 and the costs of this action,
including the costs in the District Court of Tulsa County, Oklahoma, and after
payment of such sum and court costs and the retention of \$675.00 for a period
of twelve months ending January 1, 1955 for any repairs to be made under the
terms of the contract and the further allowance of \$2,400.00 payment made under
the contract, the balance of the original contract price of \$6,750.00 shall be
paid to the Director of Internal Revenue to apply upon the tax liens levied
against J. C. Davis.

THE COURT FURTHER ORDERS, ADJUDGES AND DECREES that after the expir-
ation of the twelve-month period on January 1, 1955, the sum of \$675.00 so
withheld by Angel's Restaurants, Inc., a corporation, shall be so paid to the
Director of Internal Revenue, less the costs of repairs, if any, made during
such period on defective workmanship and materials.

THE COURT FURTHER ORDERS Acme Materials Company to release of record
in the office of the County Clerk of Tulsa County, Oklahoma, the mechanic's
lien filed by Acme Materials Company against the property of Angel's Restaurants,
Inc., upon the payment of the \$2,477.10 and court costs.


U. S. DISTRICT JUDGE

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

Iva Alice Sebastian,

Plaintiff,

vs

No. 3595-Civil

The Connecticut Indemnity Company,
a foreign corporation,
J. E. Roberts,
J. E. Mock, and
Billy Keith Mock,

Defendants,

FILED

NOV 2 1954

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

O R D E R

This cause came on for hearing on motion of plaintiff to dis-
miss without prejudice on the 12th day of November, 1954. The Court
having examined the pleadings and records finds that said motion should
be sustained.

It is therefore ordered that this action be and the same is
hereby dismissed without prejudice.

DATED this the 22nd day of November, 1954.



DISTRICT JUDGE

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

C. E. MABRY,

Plaintiff

vs.

CHIEF FREIGHT LINES COMPANY,
a Kansas corporation,

Defendant

No. 3463 Civil

FILED

NOV 1 1954

NOBLE F. FLOOD
Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT

This cause comes on for trial pursuant to regular setting on this the 20th day of October, 1954. The plaintiff appeared in person and by his attorneys of record, Rucker, Tabor & Cox by Bryan Tabor and John Pendleton, and the defendant appeared by its duly authorized representative and its attorneys of record, Green & Feldman by W. J. Green and Sam D. Glass. Both sides announced ready for trial and the Court ordered same to proceed to trial. Whereupon, in open court, the defendant acknowledged legal responsibility for whatever damage the plaintiff may have sustained and the cause proceeded to trial solely upon the evidence of damages. The plaintiff introduced his evidence and rested and the defendant introduced its evidence and rested and at the conclusion of said evidence the Court heard statement of counsel and took this matter under advisement for a decision as to the amount.

Now, therefore, on this the 26th day of October, 1954 the Court concludes that the plaintiff, C. E. Mabry, is entitled to the following sums under each of his four causes of action, respectively: (1) Eleven Thousand Eight Hundred Forty-one Dollars Fifty Cents (\$11,841.50) for pecuniary loss suffered by reason of his wife's death; (2) Eleven Thousand Five Hun-

dred Fifteen Dollars Forty-four Cents (\$11,515.44) for personal injuries and loss of income; (3) Nine Hundred Ninety-three Dollars Six Cents (\$993.06) for hospital expenses incurred because of this accident; and, (4) Six Hundred Fifty Dollars (\$650.00) for damages to his automobile; and that he is entitled to judgment therefor, or a total sum of Twenty-five Thousand Dollars (\$25,000.00).

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover of and from the defendant herein on this his cause of action, on the four respective causes of action set forth in his petition, a total sum of Twenty-five Thousand Dollars (\$25,000.00) and the costs of this action. For all of which said judgment let execution issue.

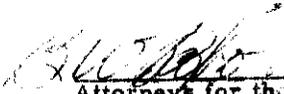
To all of which said judgment the defendant objects and excepts and his objection and exception is allowed.

DONE AND DATED this the day and year last above written.



Judge

O. K.



Attorneys for the Plaintiff



Attorneys for the Defendant

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

DORIS MABRY,

Plaintiff

vs.

CHIEF FREIGHT LINES COMPANY,
a Kansas corporation,

Defendant

No. 3562 Civil

FILED

NOV 6 1954

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

JOURNAL ENTRY OF JUDGMENT

The above entitled cause came on for trial pursuant to regular setting on this the 20th day of October, 1954. The plaintiff appeared in person and by and through her attorneys of record, Rucker, Tabor and Cox by Bryan Tabor, and John Pendleton, and the defendant appeared by and through its duly authorized representative and its attorneys of record, Green & Feldman by W. E. Green and Sam D. Glass. And, this cause having been consolidated for purposes of trial with cause No. 3468 Civil, both sides announced ready for trial and the cause proceeded to trial.

In open court the defendant confessed and acknowledges its legal liability and this cause proceeded to trial solely and only upon the question of amount of damages. The plaintiff introduced her evidence and rested and the defendant introduced its evidence and rested. Whereupon the Court heard argument and statement of counsel for the respective parties and took this matter under advisement to determine the amount of damages that he would allow.

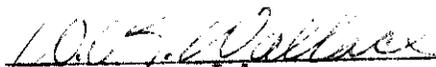
Now, therefore, on this the 26th day of October, 1954 the Court finds that the plaintiff has been damaged and is entitled to the sum of Four

Thousand Dollars (\$4,000.00) for injuries which she received incident to the accident involved in this action, and is entitled to judgment therefor.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover of and from the defendant a judgment in the sum of Four Thousand Dollars (\$4,000.00) and the costs of this action. For all of which let execution issue.

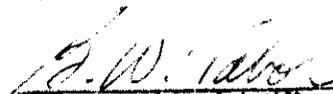
To which judgment of this Court the defendant objects and excepts and its objection and exception is saved.

DONE AND DATED in open court this the 26th day of October, 1954.

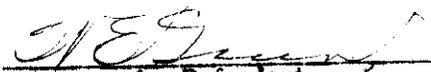


Judge

C. K.



Attorneys for Plaintiff



Attorneys for Defendant

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

ROY E. BARRY,

Plaintiff

vs.

No. 3563 Civil

CHINA FREIGHT LINE COMPANY,
a Kansas corporation,

Defendant

FILED

NOV 16 1954

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

JOURNAL ENTRY OF JUDGMENT

Now on this the 20th day of October, 1954 this cause comes on for trial pursuant to regular setting and by agreement this cause was consolidated for the purpose of trial with cause No. 3468 Civil. The plaintiff appeared in person and by his attorneys of record, Rucker, Tabor & Cox by Bryan Tabor, and his attorney John Pendleton. The defendant appeared by its duly authorized representative and its attorneys of record, Green & Feldman by W. L. Green and Sam D. Glass. Both sides announced ready for trial and in open court the defendant confessed and agreed to its legal obligation for any damages that the plaintiff may have sustained by reason of the accident involved in this suit and the cause proceeded to trial solely upon the evidence as to the amount of damages. The plaintiff introduced his evidence and rested and the defendant introduced its evidence and rested, and at the conclusion thereof the Court heard argument of counsel and took this cause under advisement to determine the amount of damages that he would allow.

Now, therefore, on this the 20th day of October, 1954 this Court concludes that said plaintiff is entitled to recover under his four

causes of action set forth in his suit as follows: (1) Four Thousand Eight Hundred Thirty-three Dollars Seventy-five Cents (\$4,833.75) for personal injury and loss of income; (2) Seven Hundred Dollars (\$700.00) for his automobile damage; and on the third cause of action the Court finds that there was no pecuniary loss sustained by reason of any loss of services by his wife, and on that cause of action plaintiff is denied any recovery; and, (3) Four Hundred Sixty-six Dollars Twenty-five Cents (\$466.25) for hospital expenses incurred for himself and his wife as a result of this accident, or a total of Six Thousand Dollars (\$6,000.00) and he is entitled to judgment therefor.

BE IT, TH REFUSE, ORDERED, ADJUDGED AND DECREED that the plaintiff be and he is hereby granted a judgment against the defendant herein for the sum of Six Thousand Dollars (\$6,000.00), together with the costs of this action. For all of which let execution issue.

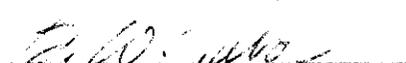
To all of which said judgment by the Court the defendant objects and excepts and its objection and exception is noted and saved.

DONE AND DATED in open court this the day and year last above written.



Judge

G. K.



Attorneys for Plaintiff



Attorneys for Defendant

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

ANCHOR LUMBER & SUPPLY
COMPANY, INC., a Corporation,

Plaintiff,

vs.

CALEDONIAN-AMERICAN INSURANCE
COMPANY OF NEW YORK,

Defendant.

Civil
No. 3564

FILED

NOV 26 1954

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

JUDGMENT

This cause coming on to be heard on the 9th day of November, 1954 upon its merits and the parties having submitted the cause to the Court without the intervention of a jury, and having introduced their evidence and rested and the Court having continued the trial to the 17th day of November, 1954 for further proceedings and for decision, and the Court having duly considered the proof produced at the trial and the argument of counsel and duly advised in the premises does order, adjudge and decree that, pursuant to this Court's findings of fact and conclusions of law made and entered this date, plaintiff recover from defendant the sum of \$19,538.32, and the costs of this action.

It is further ordered, adjudged and decreed that defendant pay a fee of \$300.00, to Larry T. Brooks for his services at the Court's direction, inspecting the damage and loss to the property involved and reporting to the Court accordingly, such fee to be taxed as cost of this action to be paid by the defendant as aforesaid.

DATED this 17th day of November, 1954.

[Signature]
United States District Judge

O.K.

[Signature]
Attorneys for Plaintiff

O.K.

[Signature]
Attorneys for Defendant

O.K.

[Signature]
Attorney for Caledonian State Bank

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

HAYN TRUCKING COMPANY, a corporation,

Plaintiff,

-vs-

MIDLAND VALLEY RAILROAD COMPANY, a
foreign corporation, and J. B. JAMES,

Defendants

No. 3593

FILED

NOV 26 1954

NOBLE C. BOOD
Clerk U.S. District Court

ORDER REMANDING CASE TO COURT OF COMMON
PLEAS, TULSA COUNTY, STATE OF OKLAHOMA

This cause coming on for hearing on this 12th day of November, 1954, and plaintiff appearing by and through its attorneys, Sanders & McElroy, by Finis Smith and the defendant being present by its attorney, Dyer and Powers and James Gibson by Harry L. Dyer, on the plaintiff's Motion to Remand this case to the Court of Common Pleas in and for Tulsa County, State of Oklahoma, and the Court having heard the argument of counsel heretofore, and being fully advised in the premises, upon consideration finds that said Motion should be sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Motion of the plaintiff to remand this case to the Court of Common Pleas in and for Tulsa County, Oklahoma, be, and the same is hereby granted, and this cause be and the same is hereby remanded to the Court of Common Pleas in and for Tulsa County, State of Oklahoma, for further proceedings.


JUDGE OF THE UNITED STATES DISTRICT COURT

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

M. W. Loveless d/b/a Loveless
Manufacturing Company, a sole
proprietorship,

Plaintiff,

-vs-

Universal Carloading and
Distributing Company, Inc.
a corporation,

Defendant.

No. 3524

FILED

DEC 1 - 1954

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

J U D G M E N T

This matter coming on for trial before the Honorable
Royce H. Savage, Judge of the United States District Court for
the Northern District of Oklahoma without a jury and the Court
having heard the evidence of both the plaintiff and defendant and
having examined briefs, and having made Findings of Fact and
Conclusions of Law finds that judgment should be entered for the
defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that
the defendant have judgment in this action and that the plaintiff
take nothing, by reason of it's complaint filed herein.

15/ Royce H. Savage
J U D G E

O. K. AS TO FORM:

15/ John Wheeler Jr
Attorneys for Plaintiff

O. K. AS TO FORM:

15/ Joe W. Shuler
Attorneys for Defendant

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

HENRY GANZE, Administrator of the
Estate of Robert Ganze, deceased,

Plaintiff,

vs.

PUBLIC SERVICE COMPANY OF OKLAHOMA,
Tulsa, Oklahoma,

Defendant.

No. 3271 Civil

FILED

NOV 25 1954

NOBLE C. H. JO
Clerk, U.S. District Court

JUDGMENT

This Cause, coming on to be heard on the 28th day of
January, 1954, upon its merits, after consolidation for trial pur-
poses with the case of Delma Catherine Rudd, Administratrix of the
Estate of Henry Charles Rudd, deceased, vs. Public Service Company
of Oklahoma, No. 3256 Civil, and the parties having submitted the
cause to the Court without the intervention of a jury and having
introduced their evidence and rested,

The Court thereupon announced that it took said causes
under advisement and requested the respective parties to file briefs
with the Court and,

The parties having filed briefs and the Court having con-
sidered the same, and having duly considered the proof produced at
the trial, and having had said causes under advisement until this
22nd day of November, 1954, does hereby Order, Adjudge and Decree,
pursuant to the Court's opinion filed in this cause on the day and
year last above mentioned, that plaintiff take nothing, that judg-
ment be and is hereby rendered for the defendant, that the action
be, and it is hereby dismissed on the merits, that defendant have
and recover from plaintiff its costs in the action, and that the
defendant have execution therefor.

Dated this 22nd day of November, 1954.

H. R. Wallace
United States District Judge

O.K. *[Signature]*
Attorneys for Plaintiff
O.K. *[Signature]*
Attorneys for Defendant

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

DELMA CATHERINE RUDD, Administratrix
of the Estate of Henry Charles Rudd,
deceased,

Plaintiff,

vs.

PUBLIC SERVICE COMPANY OF OKLAHOMA,
Tulsa, Oklahoma,

Defendant.

No. 3256 Civil

FILED

1954-1954

NOBLE S. FLOOD
Clerk, U.S. District Court

JUDGMENT

This Cause, coming on to be heard on the 28th day of
January, 1954, upon its merits, after consolidation for trial pur-
poses with the case of Henry Ganze, Administrator of the Estate of
Robert Ganze, deceased, vs. Public Service Company of Oklahoma,
No. 3271 Civil, and the parties having submitted the cause to the
Court without the intervention of a jury and having introduced
their evidence and rested,

The Court thereupon announced that it took said causes
under advisement and requested the respective parties to file briefs
with the Court and,

The parties having filed briefs and the Court having con-
sidered the same, and having duly considered the proof produced at
the trial, and having had said causes under advisement until this
22nd day of November, 1954, does hereby Order, Adjudge and Decree,
pursuant to the Court's opinion filed in this cause on the day and
year last above mentioned, that plaintiff take nothing, that judg-
ment be and is hereby rendered for the defendant, that the action
be, and it is hereby dismissed on the merits, that defendant have
and recover from plaintiff its costs in the action, and that the
defendant have execution therefor.

Dated this 22nd day of November, 1954.

H. R. Wallace
United States District Judge

O.K. [Signature]
Attorney for Plaintiff

O.K. [Signature]
Attorneys for Defendant

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

TRADERS NATIONAL BANK OF KANSAS CITY,
a national banking association, Plaintiff

vs

A. L. GRAHAM and THE FIRST NATIONAL
BANK OF BROKEN ARROW, a national
banking association, Defendants

No. 3403

FILED

DEC 3 - 1954

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

ORDER DISMISSING ACTION

This cause coming on to be heard upon stipulation of both parties hereto that this action may be dismissed, and all parties appearing 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 the defendants with respect to any of the matters or things mentioned in the complaint in this action.

Dated at Tulsa, Oklahoma, this 3rd day of ^{December}~~October~~, 1954.

18/ Royce W. Henson
United States District Judge

O. K.

Harold J. Ballance
Attorney for Plaintiff

Al H. H. H.
Attorneys for Defendants

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TRUCKING INC., a
Corporation, et al.,

Plaintiffs,

vs.

PARKHILL TRUCK COMPANY,
a Corporation,

Defendant.

Civil Action
No. 3426

FILED

1954 - 154

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

J U D G M E N T

Now, on this November 1, 1954, the above entitled matter came on for hearing before the undersigned Judge without a jury, the plaintiffs, Trucking Inc. and Gray Transportation Company being present by their officers, the plaintiffs, Babe O'Reilly, George Jenkins, Leon C. Becker and R. C. Reagan, appearing in person and the plaintiffs, Ralph West, T. L. Gosnell, Jr. and J. B. Renneker, not appearing in person, and all plaintiffs being represented by their attorney of record, Milton Hardy, and the defendant appearing by its officers and attorney of record, Harry D. Horvath.

Thereupon, the trial proceeded with both plaintiffs and defendant offering evidence and not being concluded on this date was continued for the trial on the following date. Thereafter, on November 2, the trial of the above action resumed with appearances as before stated, and at the conclusion of the evidence the Court heard argument of counsel and made findings of fact and conclusions of law, and rendered judgment that the plaintiffs recover of the defendant eighty (80%) per cent of the gross revenue under supplemental Tariff No. 23, after first allowing defendant to deduct fifteen cents (15¢) per foot for each foot of pipe handled for assestorial service rendered by defendant.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiffs have and recover judgment from the defendant for the amount set opposite their respective names:

<u>NAME</u>	<u>AMOUNT</u>
L. C. Becker	1205.02
T. L. Gosnell	173.00
George Jenkins	175.18
J. B. Renneker	154.00
Babe O'Reilly	120.11
R. C. Reagan	124.80

<u>NAME</u>	<u>AMOUNT</u>
(Cont'd)	
Tracking Inc.	\$3,238.24
Ralph A. Host	104.04
**Gray Transportation Co.	1,225.35

****NOTE:** (There is included in this amount sums of money owing to the following individuals as shown opposite their names:

E. J. Gosnell	\$ 42.65
C. B. Becker	41.89
E. C. Newlan	15.13

This is due to the fact that the revenues earned by these three men were included in the early checks of Gray Transportation Company. The sum showed owing to E. J. Gosnell, Jr. in this respect is in addition to what is shown above.)

IT IS FURTHER ORDERED that the check to Gray Transportation Company shall include the names of E. J. Gosnell, C. B. Becker and E. C. Newlan in order that Gray Transportation Company and Defendant may properly account to those men for their share of the recovery in favor of them in the Gray Transportation Company judgment.

W. Boyce W. Dancy
 DISTRICT JUDGE

O.K.

 Attorney for Plaintiffs

O.K.

Harry D. Morland

 Attorney for Defendant

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

Mary Matt,
Plaintiff,
vs.
R. L. Weitlauf,
Defendant.

No. 3591

FILED
OCT 6 - 1954
NOBLE C. HOOD
Clerk, U.S. District Court

ORDER REMANDING TO THE STATE COURT

Now on this 6th day of October, 1954, this cause comes on for hearing upon the motion to remand this cause to the District Court of Creek County, Oklahoma and it appearing to the court that the record in this case was improperly removed to this court and that this court has not jurisdiction of cause, it is therefore ORDERED, that this cause be remanded to the District Court of Creek County from which it came and that the plaintiff recover the costs in this court against defendant.

Royce H. Savage
District Judge

ATTEST:
A True Copy of Original
Noble C. Hood, Clerk
By *P. A. Hamlet*, Deputy

CERTIFICATE OF MAILING

Dianne Denham, hereby certifies that on the 5th day of December, 1954, she mailed to the following attorney at his address stated, a true, full and correct copy of the foregoing "Order Remanding to the State Court", such copy being placed in an envelope securely sealed, with postage thereon fully paid, and deposited in the United States Post Office at Sapulpa, Oklahoma.

Alfred B. Knight
Attorney at Law
Ritz Building
Tulsa, Oklahoma



Dianne Denham
Secretary

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF OKLAHOMA.

United States of America,

Plaintiff,

vs.

One 1951 Ford Tudor, Motor No.
BIMF 141710, and 69.200 Gallons
Assorted Taxpaid Liquor,

No. 3618 Civil

Respondents,

R. E. Smith Motor Company,
Tulsa, Oklahoma, Farmers and
Merchants State Bank, Tulsa,
Oklahoma, Elaine Williams and
Tommy Charles Williams,

Claimants.

FILED

DEC 9 - 1954

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

JOURNAL ENTRY OF JUDGMENT

Now on this 9th day of December, 1954, this matter coming on for decision and judgment pursuant to findings of fact and conclusions of law made by this court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the 1951 Ford Tudor, Motor No. BIMF 141710, and 69.200 gallons of assorted taxpaid liquor be and the same are hereby forfeited to the United States of America, and the United States Marshal for the Northern District of Oklahoma is ordered to proceed to sell the automobile at public sale, and that the proceeds of the sale be disbursed as follows:

- First: To the Clerk of this court in payment of the court costs.
- Second: In payments of costs of sale, seizure and storage charges.
- Third: In payment of the unexpired balance of the above described note and mortgage in the amount of \$133.96 to the Farmers and Merchants State Bank, Tulsa, Oklahoma.
- Fourth: The residue, if any, to be paid to the Director of Internal Revenue, Oklahoma City, Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the 69.200 gallons of assorted taxpaid liquor seized herein be and the same is ordered disposed of according to law.

M. Royce Savan
U. S. District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

v.

Joe T. Patterson and
Virginia Lee Patterson
1621 North Norwood
Tulsa, Oklahoma,

Defendants.

No. 3353 Civil

FILED

DEC 13 1954

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

J U D G M E N T

On this 10th day of December 1954, the above-entitled action coming on for hearing, the plaintiff, appearing by Robert S. Rizley, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants appearing not, and the court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The court further finds that all of the allegations of plaintiff's complaint are true; that on June 23, 1948, the defendants did execute their written promissory note to the Mutual Life Insurance Company of New York in the sum of \$1,000 plus interest at the rate of 4 per cent (4%) per annum, under the provisions of the Service Men's Readjustment Act of 1944; that the defendants defaulted in the payments on the note, and suit was commenced thereafter by the Mutual Life Insurance Company of New York against the defendants in the District Court of Tulsa County, Oklahoma, Case No. 80162; that on August 3, 1950, a Deficiency Judgment was entered against the defendants in the sum of \$940.78 with interest thereon at the rate of 4 per cent (4%) per annum from April 1, 1950; that thereafter on May 15, 1952, the Mutual Life Insurance Company of New York did assign the Deficiency Judgment to Carl R. Gray, Jr., Administrator of Veteran's Affairs for the benefit of the plaintiff under the provisions of the Service Men's Readjustment Act of 1944; that the defendants refused to pay the same; and the plaintiff,

therefore, is entitled to judgment against the defendants.

The court further finds that the plaintiff has filed herein an affidavit stating that neither of the defendants is in the military service or an infant or an incompetent, which is found to be true.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the court that this plaintiff have judgment against the defendants, Joe T. Patterson and Virginia Lee Patterson for the sum of \$940.78 with interest thereon at the rate of four per cent (4%) per annum from April 1, 1950, until paid in full and for its costs.

Royce H. Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

No. 3381 Civil

Anna Lacy, if living, and if dead,
then her unknown heirs, executors,
administrators, devisees, trustees
and assigns,

Defendants.

FILED

DEC 10 1954

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

ORDER CONFIRMING MARSHAL'S SALE

NOW, on this 10th day of December, 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 19th day of November, 1954, under an order of sale issued in this cause out of the office of the Court Clerk for the United States District Court for the Northern District of Oklahoma dated September 30, 1954, of the following described real property, to-wit:

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

and the court having carefully examined the proceedings of the marshal under the order of sale and no one appearing in objection thereto and no exceptions having been filed, finds that due and legal notice of the sale was given by publication once a week for at least five (5) weeks prior to the date of sale in the Tulsa Daily Legal News, a newspaper published and of general circulation in the County of Tulsa, State of Oklahoma, as shown by the proof of publication on file herein and that on the day fixed therein, the 19th day of November, 1954, the above described real property was sold to the Federal Housing Administration, it being the highest and best bidder therefor.

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

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

IT IS FURTHER ORDERED that James Y. Victor, as United States Marshal for the Northern District of Oklahoma, make and execute to the purchaser, Federal Housing Administration, a good and sufficient deed for such premises so sold.

Raymond Savage

U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

AMERICAN ACADEMY OF MUSIC, INC.,
LEO FELST, INC. and A B C
MUSIC CORPORATION,

Plaintiffs,

vs.

EDWARD CEDERBAUM,

Defendant.

CIVIL ACTION

NO. 3357

ORDER OF DISMISSAL

FILED

DEC 13 1954

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

This cause came on to be heard on plaintiffs' motion for
voluntary dismissal, and it appearing to the Court that the controversy
between the parties has been fully compromised and settled, it is
accordingly

ORDERED that this case be, and the same hereby is, dismissed
with prejudice to the plaintiffs' right to refile the same.

IT IS FURTHER ORDERED that all costs be taxed against the
plaintiffs, for which let execution issue.

Entered on this the 13 day of December, 1954.

13 Royce H. George
United States District Judge

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

GRAND RIVER DAM AUTHORITY,)
a public corporation,)
)
Petitioner,)
)
vs.)
)
A 100-Foot Wide Easement for)
Right-of-way in Pawnee County,)
Oklahoma, et al.,)
)
Defendants.)

CIVIL NO. 3330

J U D G M E N T

NOW, on this the 15th day of December, 1954, there comes on for hearing, pursuant to regular assignment, the application of the petitioner herein for a judgment approving the commissioners' report filed in this proceeding on the 7th day of October, 1953, as amended by an amended report filed herein on the 28th day of December, 1953.

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

1. Each and all of the allegations of said petition for condemnation are true and the Grand River Dam Authority is entitled to acquire the property by eminent domain for the uses and purposes therein set forth.

2. In said petition for condemnation, a statement of the authority under which, and the public use for which the estates in said land was taken, was set forth.

3. A proper description of the land sufficient for the identification thereof is set out in said petition for condemnation, and a statement of the estates or interest in said land taken for said public use is set out therein.

4. Due, proper and legal notice of the application of the Grand River Dam Authority for the appointment of commissioners herein was served upon each and all of the defendants named in said petition for condemnation as required by law and order of this Court.

The Court further finds that the returns as filed by the United States Marshals are true and correct, and that the same are in accordance with law, and the same are hereby approved by this Court.

5. The Court finds that the commissioners appointed herein to appraise and fix the damages occasioned by the taking of the estates in the land involved in this proceeding duly qualified by taking and filing herein their oath of office as such, and said duly qualified commissioners or referees, after inspection of the premises and consideration of the damages sustained occasioned by the taking of said estates in said land, filed their report herein on the 7th day of October, 1953, and filed their amended report herein on the 28th day of December, 1953, wherein they fixed the fair cash market value of the estates taken, and all damages to the remainder, if any, as to the land more particularly designated and described as follows, to-wit:

TRACT NO. 1 (318K2-1.2)
Perpetual Easement

A strip of land 100 feet in width in the $S\frac{1}{2}$ $S\frac{1}{2}$ $S\frac{1}{2}$ $SE\frac{1}{4}$ of Section 30, T 22 N, R 5 E of the Indian Base and Meridian in Pawnee County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the north boundary of said $S\frac{1}{2}$ $S\frac{1}{2}$ $S\frac{1}{2}$ $SE\frac{1}{4}$, 490.7 feet west of the northeast corner thereof; thence in a southwesterly direction to a point in the south boundary of said $S\frac{1}{2}$ $S\frac{1}{2}$ $S\frac{1}{2}$ $SE\frac{1}{4}$, 1008.0 feet west of the southeast corner thereof.

TRACT NO. 2 (318K2-2.1)
Perpetual Easement

A strip of land 100 feet in width in all that part of the $NE\frac{1}{4}$ lying north of Blackbear Creek of Section 31, T 22 N, R 5 E of the Indian Base and Meridian in Pawnee County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the north boundary of said part of $NE\frac{1}{4}$, 1008.0 feet west of the northeast corner thereof; thence in a southwesterly direction to a point 393.5 feet south and 1,624.9 feet west of said northeast corner; thence in a southeasterly direction to a point 1,692.6 feet south and 1,604.5 feet west of said northeast corner; thence in a southeasterly direction to a point in the flow line of said Blackbear Creek, said point also being in the north corporate boundary of the City of Pawnee, Oklahoma, 1,792.4 feet south and 1,598.3 feet west of said northeast corner.

TRACT NO. 3 (318K2-2.2 Rev.)
Perpetual Easement

A strip of land 100 feet in width in all that part of Block 3 in the Maggie Hand Addition to the Town of Pawnee, Pawnee County, Oklahoma, described as follows: "Beginning at the northeast corner of Lot 1 in Block 2 in said Maggie Hand Addition, thence west on north boundary of Block 2 to the northeast corner of Lot 10 in

Block 2, thence in a northeast direction at an angle of 58° and 56' with the north line of Lot 10 produced eastward for 40 feet, thence by an angle of 5° .08' to the right for 100 feet, thence by an angle of 2° 47' to the right for 100 feet, thence by an angle of 2° 30' to the right for 100 feet more or less to the center of Black Bear Creek or to the north boundary line of Block 3 in said Maggie Hand Addition, thence following down said Black Bear Creek to a point on a line produced north from the west boundary line of 6th Street, thence south on west boundary line of 6th Street and said produced line a distance of 40 feet to the place of beginning", the center line of which is described as follows, to-wit:

Beginning at a point in the west boundary of the above described tract, 107.7 feet north and 74.4 feet east of the southwest corner thereof, thence in a southeasterly direction to a point in the south boundary of said tract, 77.3 feet east of said southwest corner.

That said report as amended and proceedings are in all respects regular and in accordance with the law and order of this Court.

6. More than sixty (60) days have elapsed since the filing of the report and said amended report of commissioners or referees herein, and no demands for jury trial or exceptions are pending and that said report of commissioners as amended filed herein should be confirmed and approved in every respect.

7. The Court further finds that the just compensation for the estate taken herein for the tracts herein described as fixed by the report of commissioners is final just compensation in the total amount of \$1,154.50.

8. The Court having fully considered the petition for condemnation in all proceedings had herein, and the provisions of Chapter 8 of Title 82, O. S. 1951; the Act of Congress of March 3, 1901, Chapter 832, Sec. 3, 31 Stat. 1084; 25 USCA Sec. 357; 82 O.S. 1951, Sec. 862(f); 66 O.S. 1951, Sections 51 to 60 inclusive; and Rule 71A of the Federal Rules of Civil Procedure, is of the opinion that the Grand River Dam Authority was and is entitled to take said property and have the title to the estate therein taken vested in it, and that the alleged public purpose and use, as set out in said petition for condemnation, is hereby adjudged to be in truth and in fact a public purpose and use within the meaning and purport of the above designated Acts of Congress.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the report of commissioners as amended filed herein is final and the damages sustained as set out and fixed in said report of commissioners as amended as hereinabove set forth, is full and just compensation for the taking of said estate in the land hereinabove described.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the estate taken for public use, as to the tracts above described, is a perpetual right, privilege and authority to erect, operate and maintain a line or lines of poles, wires and fixtures for the transmission of electric energy; also the perpetual right, privilege and authority to cut down, remove and trim any trees that may, in the judgment of the petitioner, interfere with or endanger said line or the maintenance or operation thereof; also, the perpetual right, privilege and authority to set the necessary guy and brace poles and anchors and to attach all the necessary guy wires upon the above described premises and to enter upon the above described premises for the purpose of erecting, maintaining and operating said line or lines of poles, wires and fixtures, as aforesaid; and the perpetual privilege, right and authority to erect, maintain and operate said line upon, over and across any street, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said lands or adjoining the same or adjacent thereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the estate in the above designated and described land and the interest therein taken by those eminent domain proceedings, be and is hereby vested in the petitioner, the Grand River Dam Authority, said petitioner having paid said commissioners' award in the sum of \$1,154.50.

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

O. K.:

G. A. Anderson
Attorney for Petitioner

(S) B. Hayden Crawford
United States Attorney

(S) Roger H. Savage
JUDGE OF THE UNITED STATES DISTRICT
COURT, NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES DISTRICT FOR THE
NORTHER DISTRICT OF OKLAHOMA

WAPPEL FOODS CO., a corporation,)
)
 Plaintiff,)
)
 vs.)
)
 THE FARM PRODUCERS ASSOCIATION)
 OF NORTHER OKLAHOMA, a corporation,)
)
 Defendant.)

CIVIL NO. 3620

FILED

DEC 13 1954

ORDER OF DISMISSAL

NOBLE J. BOON
Clerk, United States Court

Upon Plaintiff's motion to dismiss its complaint
herein, Defendant having endorsed its approval and consent
thereon and the Court being fully advised in the premises

IT IS HEREBY Ordered that the complaint in this
action be and the same is hereby dismissed at Plaintiff's
cost.

15/ Royce H. Savage
United States District Judge

Received a copy of the above order
and same is hereby approved this
14th day of December, 1954.

Stuart H. Russell
Wable, Roberts & Hays
by Paul M. Hays

Attorneys for Defense

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

THOMAS P. SMITH,

Plaintiff,

-vs-

ROBERT M. DAHL,

Defendant.

No. 3505 Civil

FILED

DEC 20 1954

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

JOURNAL ENTRY OF JUDGMENT

This cause came on to be heard this 20
day of December, 1954, plaintiff appearing by his attorney, George
Campbell, the defendant appearing by his attorneys Tucker, Tabor &
Cox and Robert L. Shepherd, and both parties announcing ready for
trial and a jury being waived, ~~evidence was introduced~~, and the
court being fully advised on consideration finds that plaintiff has
sustained the allegations of her petition and is entitled to judgment
accordingly.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED
by the court that the plaintiff have and recover of said defendant the
sum of \$650.00 and for his costs herein expended.

15/ Royce H. Savage
Judge

Approved as to form:

15/ George Campbell
Attorney for Plaintiff

15/ Robert J. Shepherd
Attorney for Defendant

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

FILED
IN OPEN COURT
DEC 20 1954

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

W. H. KEASLER and
REBECCA A. KEASLER,

Plaintiffs

vs.

W. F. HORSTING, JR.

Defendant,

Stanolind Oil Purchasing Co.,

Garnishee.

Civil Action No. 3525

J U D G M E N T

This cause came on to be heard on ~~October~~ November 30th, 1954,
and was argued by counsel, and thereupon, upon consideration there-
of, it was

ORDERED that defendant within sixty (60) days from date,
resume operations for the development of the Bartlesville Sand
underlying the non-producing portions of the following described
oil and gas mining lease situated in Nowata County, Oklahoma:

Lessor:	Benjiman Franklin Gaskill and Clara Belle Gaskill
Lessee:	Rebecca A. Keasler
Dated:	May 5, 1953
Land covered:	SE/4 Section 8, Township 28 North, Range 15 East
Recorded:	Book 359, page 37

and continue thereafter to test and develop the same in a reason-
able and diligent manner until a total of ten (10) wells are pro-
ducing from said lease; or, upon failure to do so, to reassign
said lease to plaintiffs except for 10 acres around each producing
well.

IT IS FURTHER ORDERED, that if defendant fails for a period of 45 days to reassign the entire interest in the non-producing portions of said lease, as above ordered, he shall pay to plaintiffs the sum of Twenty-Five and No/100 Dollars (\$25.00) per acre for such unassigned acreage.

IT IS FURTHER ORDERED, that this garnishee action be dismissed and Stanolind Oil Purchasing Company discharged.
in this case only and not any other.

S/ Royce Savage
District Judge

O.K. R. J. Woolsey
Attorney for Plaintiff

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA.

Mary Catherine Harter, Executor of the
Estate of Charles E. Harter, Deceased,

Plaintiff,

vs.

United States of America,

Defendant.

No. 1161 Civil

FILED

DEC 29 1954

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

J U D G M E N T

Now on this 27 day of December, 1954, upon trial of this cause and
pursuant to the Findings of Fact and Conclusions of Law filed herein,

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

181 Royal H. Long
U. S. District Judge.

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

RICHARD W. CARPENTER, and
PORTER E. JONES, Northern Insurance
Company of New York, a Corporation;
The Eureka-Security Fire & Marine
Insurance Company, a Corporation; and
Security National Fire Insurance Company,
a Corporation,

Plaintiffs,

-vs-

CLAUDE NEON FEDERAL COMPANY, SOUTHWEST,
a corporation,

Defendant.

No. 3545

FILED

DEC 10 1954

NOBLE HOOD, Clerk U.S. District Court

JOURNAL ENTRY OF JUDGMENT

This cause came on for trial by agreement of the parties hereto on this 30th day of December, 1954, at which time the plaintiffs appeared by their attorneys, Ungerman, Whitebook, Grabel and Ungerman, and the defendant appeared by its attorneys, George B. Powers and Sanders & McElroy. The plaintiff in open Court withdrew ^{their} its demand for Trial by jury and both sides in open Court waived their right to trial by jury. The Court after having heard and considered the statement of counsel and being fully advised in the premises find that a judgment should be entered in favor of the plaintiffs and each of them and against the defendant for the sum of Seven Thousand Dollars (\$7,000.00) and costs of this action.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED, AND DECREED by the Court that the plaintiffs have and recover judgment of and from the defendants for the sum of Seven Thousand Dollars (\$7,000.00) and costs of this action.

Thereupon, in open Court, the defendant paid the sum of Seven Thousand Dollars (\$7,000.00) to Noble Hood, Clerk of this Court in full satisfaction of the judgment entered herein and it is THEREFORE FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that in consideration of the payment of the judgment, the defendant, Claude Neon Federal Company, Southwest, a corporation, be and it is hereby released and discharged of and from all liability arising out of and occasioned by the judgment entered herein in favor of the plaintiffs on this date for the sum of Seven Thousand Dollars (\$7,000.00) and costs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Noble Hood, Clerk of this Court, be and he is hereby authorized and directed to pay the sum of Seven Thousand Dollars (\$7,000.00) to Ungerman, Whitebook, Grabel and Ungerman, attorneys for the plaintiff.

Done in open Court this 30th day of December, 1954.

(S) Royce H. Savage

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

APPROVED:

UNGERMAN, WHITEBOOK, GRABEL & UNGERMAN

by: *(S) Irvine E. Ungerman*

Attorneys for Plaintiff

GEORGE POWERS and SANDERS & McELROY

By: *(S) David H. Sanders*

Attorneys for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA.

United States of America,

Libelant,

vs.

One 1951 Ford Tudor, Motor No.
BIMP 141710, and 69.200 Gallons
Assorted Taxpaid Liquor,

No. 3618 Civil

Respondents,

R. E. Smith Motor Company,
Tulsa, Oklahoma, Farmers and
Merchants State Bank, Tulsa,
Oklahoma, Elaine Williams and
Tommy Charles Williams,

Claimants.

FILED

DEC 10 1954

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

ORDER CONFIRMING SALE

NOW, on this ^{30th} ~~22~~nd day of December, 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 Charles H. Froeb, 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 1951 Ford Tudor, Motor No. BIMP 141710, which said automobile had been seized as the property of Elaine Williams, and that the same was sold at the time specified in said public notice at public auction to R. E. Smith Motor Company for the sum of \$360.00, they 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 R. E. Smith Motor Company be and the same is hereby confirmed and the title to said automobile vested in him, and that the United States Marshal disburse the proceeds of said sale:

- First: To the Clerk of this court in payment of the court costs.
- Second: In payment of costs of sale, seizure and storage charges.
- Third: In payment of the unexpired balance of the above described note and mortgage in the amount of \$133.96 to the Farmers and Merchants State Bank, Tulsa, Oklahoma.
- Fourth: The residue, if any, to be paid to the Director of Internal Revenue, Oklahoma City, Oklahoma.

W. Roy H. Snodgrass
U. S. DISTRICT JUDGE