

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

No. 3657 Civil

9 Bags article labeled in part
"100 Lbs. net weight Riceland
Rice, Belle Isle Rice, extra
fancy plump tender grains",

Claimant.

FILED

JAN 11 1955

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

DECREE

On December 31, 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 rodent urine and rodent excreta, and within the meaning of 342(a)(4) in that it has been held 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, 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 rodent urine and rodent excreta and in that it has been held 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.

DATED this 11th day of January, 1955.

1st Royce H. Savage
U. S. DISTRICT JUDGE

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

* * * * *

DANT & RUSSELL, INC., A Corporation,)
)
 Plaintiff,)
)
 -vs-)
)
 HOLLOWAY MATERIAL & SUPPLY COMPANY,)
 A Corporation,)
)
 Defendant.)

No. 3029 **FILED**
Civil
JAN 14 1955
NOBLE C. BOON
Clerk, U.S. District Court

**ORDER SETTING APPLICATION FOR ORDER FOR
SALE OF REALTY AT PRIVATE SALE FREE
AND CLEAR OF TAXES, LIENS AND ENCUM-
BRANCES FOR HEARING, DIRECTING
NOTICE and ORDER TO SHOW
CAUSE**

IT APPEARING TO THE COURT'S SATISFACTION from the
verified Application of E. LAWTON BRAGG, Receiver of Holloway Material &
Supply Company, a Corporation, in this cause, that it is necessary, desirable
and that the best interest of the estate will be conserved by the sale of certain
realty belonging to this estate, to-wit:

Lots Three (3), Four (4), Five (5), and Six (6)
in Block Twelver (12), Hodge Addition to the
City of Tulsa, Tulsa County, Oklahoma,

for the reasons set forth therein, and that said sale be had by Private Sale in
accordance with Title 28, U. S. Code, Secs. 2001 (b) free and clear of taxes,
liens and encumbrances; and that the liens of mortgages, tax liens, and other
lien claimants, if any, be transferred without prejudice from the said premises
to the proceeds of the sale of said property, subject only to costs of adminis-
tration, said proceeds to be held by the Receiver and stand in the place and
stead of said real property, subject to the determination of priorities herein,
if any, of mortgages, taxes and liens, upon confirmation of sale,

IT IS THEREFORE ORDERED by the Court that hearing of said
Application of Receiver for Order for Sale of Realty at Private Sale be had
before this Court at the U. S. Court House and Post Office Building, at Tulsa,
Oklahoma, on the 16th day of February, 1955, at 9:30 o'clock A. M.;

IT IS FURTHER ORDERED that the following creditors, mortgagors, lien claimants and governmental agencies, and all persons interested in this estate, to-wit:

Holloway Material & Supply Company, Tulsa, Oklahoma

H. G. Chapman, Treasurer, Tulsa County, Oklahoma,
County Court House, Tulsa, Oklahoma.

United States Director of Internal Revenue, Oklahoma
City, Oklahoma.

Oklahoma Tax Commission, Oklahoma City, Oklahoma.

Oklahoma Employment Security Commission, Oklahoma
City, Oklahoma.

G. H. Galbreath & Company, Tulsa, Oklahoma.

W. R. Johnston Company, Tulsa, Oklahoma.

National Bank of Commerce, Tulsa, Oklahoma.

Allied Paint Manufacturing Company, 2300 North Lewis,
Tulsa, Oklahoma.

Barclay & Company, Inc., Seattle, Washington (c/o
Spillers & Spillers, Attorneys, Tulsa, Oklahoma).

Butler-Sparks Equipment Company, Oklahoma City,
Oklahoma (American National Building).

Central Supply Company, 101 West Cameron, Tulsa,
Oklahoma.

Central States Steel Company, c/o 801 East 1st Place,
Tulsa, Oklahoma.

The ConCor Company, 4550 Main Street, Kansas City,
Missouri.

Max Cohen, Wichita, Kansas

Dant & Russell, Inc., Portland, Oregon (c/o Ungerman,
Whitebook, Grabel & Ungerman, Tulsa, Oklahoma).

Dealers Supply Company, 34 North Owasso, Tulsa,
Oklahoma.

Economy Lumber Company, 528 East 4th, Tulsa,
Oklahoma.

Jess Farnum Lumber Company, Tulsa, Oklahoma,
c/o W. C. Abrams, Attorney).

First National Bank, Wagoner, Oklahoma.

Forster-Clark Truck Company, 1001 South Cincinnati,
Tulsa, Oklahoma.

Gordon Chemical Company, Kansas City, Missouri.

Independent Material Company, 24 North Owasso,
Tulsa, Oklahoma.

Inland Steel Products Company, Chicago, Illinois.

Kenslow Planing Mill, 1201 South Hudson, Tulsa,
Oklahoma.

Jess O. McMichael Concrete Company, Tulsa, Okla-
homa (c/o Ungerman, Whitebook, Grabel & Ungerman,
Tulsa, Oklahoma).

Nordstrom Insurance Agency, Box 4025, Tulsa,
Oklahoma.

O. K. Machine Company, 421 East 1st Street, Tulsa,
Oklahoma.

Oklahoma Paint Dist. Company, Tulsa, Oklahoma.

Oregon-Pacific Lumber Company, Portland, Oregon.

Phillips Tie & Supply Company, 1010 East Admiral,
Tulsa, Oklahoma.

Reintz Sash & Door Company, Oklahoma City, Oklahoma.

Reintz Paint Company, Oklahoma City, Oklahoma.

Rounds & Porter Lumber Company (Wichita Ass'n)
Wichita, Kansas

A. G. Stanfield, Tri-State Building, Tulsa, Oklahoma.

Tulsa Pacific Wholesale Lumber Company, 521 East
11th Street, Tulsa, Oklahoma.

Townscoc Equipment Company 202n South Lansing,
Oklahoma City, Oklahoma.

Vimcar Sales Company, Box 2395, Los Angeles, Calif.

Western Door & Plywood Corporation, Ft. Smith, Arkansas.

appear before this Court at said time and place and show cause if any they have, why said Application should not be granted and Order granted to the Receiver to sell the above described premises at Private Sale in accordance with Title 28, U. S. Code, Secs. 2001 (b), free and clear of all taxes, liens, and encumbrances; and show cause if any they have why the liens of mortgages, tax liens and other lien claims, if any, upon adjudication and allowance by this Court and confirmation of said sale, should not be transferred, without prejudice, from the said premises to the proceeds of the sale of said property, standing in the place and stead of said real property, subject to the determina-

tion of priorities therein upon confirmation of sale; and in consideration of the transfer of the liens of said mortgages, taxes and lien claims, if any, to the proceeds of the sale of said real property, to cause said parties, if any there be, to execute and deliver full, complete and proper releases of said mortgages, liens, and encumbrances from the said property to which its lien attaches: and why such further and other relief should not be granted which is just and proper in the premises;

IT IS FURTHER ORDERED that Notice of said Hearing be given and service of this Order may be made by mailing a true copy of this Order via Registered United States Mail, Return Receipt Requested, postage prepaid, to the addresses of the parties above shown, on or before the 19th day of January, 1955, being at least 10 days prior to the date set for hearing.

Dated this 14th day of January, 1955.

B. Royce W. Lawrence
United States District Judge

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

* * * * *

DANT & RUSSELL, INC.,)
A Corporation,)
)
) Plaintiff,
)
- vs -)
)
HOLLOWAY MATERIAL & SUPPLY COMPANY,)
A Corporation,)
)
) Defendant.

No. 3029 - Civil

FILED

NOV 11 1954

NOBLE C. HOOD
Clerk U.S. District Court

ORDER VACATING ORDER APPROVING RECEIVER'S SALE
AT PRIVATE SALE

For Good Cause Shown:

It is hereby ordered by this Court that the order entered herein on the 2nd day of November, 1954, approving the Receiver's sale made herein by W. Lawton Bragg, Receiver for the Holloway Material & Supply Company, A Corporation, of the real estate described as Lots 3, 4, 5 and 6 in Block 12, Hodge Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, to one D. H. Welch for the total sum of \$53,000.00, be, and the same is hereby vacated, nullified and set aside in all respects, and the said sale be set aside in its entirety to the said D. H. Welch of the premises described herein, and the Receiver herein be, and he is further ordered and directed to cause to forthwith to be returned to the said D. H. Welch the consideration deposited by the said D. H. Welch upon making the bid at private sale of the property described herein, and all proceedings heretofore had by the said Receiver pertaining to the said sale at private sale of the property described herein be, and the same are vacated, nullified and set aside in their entirety.

Dated this 1st day of ^{December} November, 1954.

United States District Judge

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

W. R. COTTRELL,

Plaintiff,)

vs.)

ENGINE SALES & SERVICE,
INCORPORATED, a corporation
in the State of Oklahoma,
Defendant.)

No. 3609

FILED

JAN 11 1955

IRVING S. HOWARD
Clerk, U.S. District Court

ORDER OF DISMISSAL
WITH PREJUDICE

This cause coming on for hearing upon the motion of the plaintiff for an order of dismissal with prejudice to the bringing of a future action by reason of the parties herein having compromised their differences and having entered into an accord and satisfaction thereof, and after hearing argument and statement of counsel, and examining the pleadings on file herein, it is

Ordered that the above entitled action be and the same is hereby dismissed with prejudice to the bringing of any future action with costs in favor of the plaintiff.

DATED January 14th, 1955.



JUDGE OF THE UNITED STATES DISTRICT
COURT FOR THE NORTHERN DISTRICT

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Mary Brasier and George H. Brasier,)
)
 Plaintiffs,)
)
 vs.)
)
 United States of America; T. Coleman Andrews,)
 Internal Revenue Commissioner, Washington, D. C.,)
 Earl R. Wiseman, District Director Internal Revenue)
 Oklahoma City, Oklahoma, and Charles M. Blackard,)
 Internal Revenue Agent, Tulsa, Oklahoma,)
)
 Defendants.)

Civil Action No. 3610

FILED

JAN 17 1955

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

J U D G M E N T

On this 14th day of January 1955 appeared defendants, United States of America, T. Coleman Andrews, Earl R. Wiseman, and Charles M. Blackard, by Robert S. Rizley, Assistant U. S. Attorney for the Northern District of Oklahoma, and the plaintiffs, Mary Brasier and George H. Brasier, appeared by their attorney, George H. Brasier; and it appearing to the Court that the motion to dismiss by the defendant, United States of America, should be sustained for the reason that this is an action to enjoin the collection of taxes, and the United States has not consented to be sued in such an action; that the motion to dismiss of defendant, T. Coleman Andrews, should be sustained for the reason that T. Coleman Andrews is not within the territorial jurisdiction of this Court, and has not been served with process herein; that the motion to dismiss of defendants, Earl R. Wiseman and Charles M. Blackard, should be sustained for the reasons that this is an action to restrain the collection of internal revenue taxes, the maintenance of which is prohibited by Section 7241(a) of Internal Revenue Code, 1954; that it appears upon the face of the complaint that the plaintiffs have an adequate remedy of law, and for the further reason that it appears on the face of the complaint that the action is premature as there is no threat of imminent injury to the plaintiffs.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that this action be dismissed against the defendants, United States of America, T. Coleman Andrews, Earl R. Wiseman, and Charles M. Blackard.

Dated this 17th day of January 1955.

By Royce H. George
United States District Judge

JUDICIAL DISTRICT COURT DISTRICT OF COLUMBIA

Andron Nelson Walton,
Plaintiff,

No. 3540

The Atchison, Topeka and Santa Fe
Railway Company, a corporation,
et al.

FILED

Defendants.

JAN 19 1955

ROBERT D. MORSE,
Clerk of the District Court.

ORDER AND JUDGMENT

Now on this 17th day of January, 1955, the above cause came on for pre-trial hearing pursuant to recent courting, and agreement of parties, the plaintiff being present by his attorneys, Keith & Walden, and the defendant being present by its attorneys, Biddison & Messer.

Thereupon the court announced that the principal matter for consideration at the pre-trial is the determination of defendant's motion for summary judgment in its favor and that upon due and full consideration of defendant's motion for summary judgment and of the briefs submitted by the parties plaintiff and defendant in support thereof and in opposition, the court finds that the release provision of the free pass being used by plaintiff and his wife at the time of his wife's injuries, and the resulting loss and damages sustained by plaintiff, constitute a full and complete defense to the plaintiff's action herein and therefore that defendant's motion for summary judgment in its favor should be granted.

It is hereby ordered that defendant's motion for summary judgment in favor of defendant be and the same is hereby granted, and judgment is hereby entered in favor of the defendant, and the plaintiff take notice

in regard of this action being; and further that all
costs shall be taxed to and against the Plaintiff.

W. Royce H. Sawyer
Judge.

W. F. Paul Heinan, Jr.
Attorney for Plaintiff

Attorneys for Defendant.

In Case No. 3541
of the Superior Court of the State of New Jersey

Plaintiff: *[Name]*

vs.
Defendant: *[Name]*

-vs-

The State, by and through
Attorney General, et al.,

Defendants.

No. 3541

FILED

1967 JAN 18 AM

APPOINTED CLERK
OF THE COURT

Now on this 17th day of January, 1967, the above cause came on for pre-trial hearing pursuant to the order of the court, and by agreement of the parties, the Plaintiff being present by her attorneys, *[Name]* and *[Name]*, and the defendant being present by the attorneys, *[Name]* and *[Name]*.

Whereupon the court announced that upon the consideration of defendant's motion for summary judgment in its favor and of the briefs submitted by the parties in support thereof and in opposition thereto, the court finds that the release provision of the franchise being used by the Plaintiff at the time of her injuries constitutes and is a sufficient and complete defense to the Plaintiff's action herein, and therefore that the defendant's motion for summary judgment in its favor should be granted.

IT IS THEREFORE ORDERED that the motion of the defendant for summary judgment in its favor of the action herein be and the same is hereby granted, and judgment is hereby entered for the defendant and that the Plaintiff's claim herein by reason of her action herein, and that she shall receive no further relief from the Plaintiff.

[Signature] Judge.

[Signature]
Attorney for Plaintiff

[Signature]
Attorney for Defendant

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

RETHA NATION

Plaintiff

R. GORDON BENNETT

Defendant

No. 3623 Civil

FILED
IN OPEN COURT
JAN 19 1955

ORDER OF DISMISSAL

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

The above entitled cause having been fully compromised and settled and a stipulation for dismissal signed by the parties and their respective attorneys having been filed, it is hereby ordered, adjudged and decreed by the court that the above entitled cause shall be and is hereby dismissed with prejudice at the cost of the defendant.

Dated this 19th day of January, 1955.

ROYCE H. SAVAGE
United States District Judge

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

FILED

The Atchison, Topeka and Santa Fe)
Railway Company, a corporation,)
)
Plaintiff,)
)
vs.)
)
Mid-States Pipe & Supply Co.,)
a corporation,)
)
Defendant.)

No. 3583-Civil

JUDGMENT

Now on this day this cause came on regularly for hearing at pre-trial, same having been continued from a previous setting.

The plaintiff appeared by its attorney Valjean Biddison, and the defendant appeared by its attorney, Jacob L. Morehead.

And it appearing to the Court from the verified petition of the plaintiff and the admissions and statements of facts by counsel for the defense that the defendant offers no defense; that there is no real issue of fact in dispute and that judgment should be entered for the plaintiff for the principal amount sued for, \$112.77, \$15.00 Clerk of the Court, and \$2.00 Marshal's cost, or a total of \$129.77.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED that the plaintiff have and recover from the defendant the sum of \$129.77.

DATED January 17, 1955.

J. Royce H. Sawyer
JUDGE

*Approved by Plaintiff
Valjean Biddison*

*It is to be
paid to Plaintiff*

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

THE COOTS APARTMENTS, INC., a corporation;
PUBLIC SERVICE COMPANY OF OKLAHOMA, a
corporation, SOUTHWESTERN BELL TELEPHONE
COMPANY, a corporation; CITY OF TULSA, OKLA-
HOMA, a Municipal Corporation; MURRAY R.
WOMBLE COMPANY, a partnership, and E. B.
BRUNER,

Defendants.

No. 3590 Civil

FILED

NOBLE
Clerk U.S. District Court

ORDER SUSTAINING MOTION TO DISMISS

This cause coming on for hearing this 18th day of January, 1955, upon the motion of the plaintiff to dismiss this action as to the defendants, Public Service Company of Oklahoma, a corporation; Southwestern Bell Telephone Company, a corporation, and the City of Tulsa, Oklahoma, a Municipal Corporation,

And the court having heard the argument of counsel, being fully advised in the premises, and on due consideration thereof,

IT IS THEREFORE ORDERED that plaintiff's action be and the same is hereby dismissed, without prejudice, as to the defendants, Public Service Company of Oklahoma, a corporation; Southwestern Bell Telephone Company, a corporation, and the City of Tulsa, Oklahoma, a Municipal Corporation.

S. Roy H. Brown
District Judge.

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

Superior Insurance Company,
a corporation,

Plaintiff,

vs.

Ted Long, et al.,

Defendants.

No. 3483 Civil.

FILED

NOBLE T. EDGLEY,
Clerk, U.S. District Court

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
JUDGMENT.

This matter comes on for trial on this 24th day of August, 1954, the parties appearing by their respective counsel of record, and after the introduction of evidence, the matter is taken under advisement for the submission of briefs. And now this case comes on for the entry of findings of fact, conclusions of law and judgment.

FINDINGS OF FACT.

The Court makes the following findings of fact:

(1) The Court finds that plaintiff is a corporation organized and existing under the laws of the State of Texas; that the defendants are all citizens of the State of Oklahoma; that the amount in controversy exceeds the sum of \$3,000.00, exclusive of interest and costs; that the Court has jurisdiction of the parties and of the subject matter, and that this is a proper proceeding under the Declaratory Judgment Act, 28 USC 2201.

(2) Plaintiff issued to Harry Long, as named insured, upon his 1950 Chevrolet two-ton truck, Model 6403, its policy of insurance No. A-731566, extending for a term of one year automobile liability insurance against the liability imposed by law upon the insured for bodily injury and property damage sustained by third persons arising out of the operation of such vehicle. The policy provides insuring limits of \$10,000.00 for injuries to any one person, and \$20,000.00 for injuries to any number of persons arising out of any one accident, and property damage coverage in the amount of \$5,000.00. The policy provided insurance coverage to persons driving the insured automobile with the consent of the named insured under the so-called "omnibus clause", the pertinent portion of which policy provision, found in Paragraph III of the "Insuring Agreements" under the heading of "Definition of Insured", is as follows:

"With respect to the insurance for bodily injury liability and for property damage liability, the unqualified word 'insured' includes the named insured and also includes any person while using the automobile . . . provided the actual use of the automobile is by the named insured or with his permission".

(3) The Court further finds that during the term of the policy and on November 23, 1953, the insured vehicle, while being driven by the defendant Ted Long, was involved in an accident on State Highway 99 approximately 17 miles north of Pawhuska, and in which accident Carl McClusky met his death and the various Williams defendants claim to have received personal injuries. Claims have been made for such death and injuries, and all of the defendants are contending that plaintiff's policy covers such accident and claims to the extent of the policy limits, which contention plaintiff denies. In this connection the Court finds

and concludes that there is a justiciable controversy existing between the parties.

(4) The Court further finds that prior to the occurrence of the accident, Ted Long had been granted express permission by his brother, the named insured Harry Long, to drive the insured truck around and upon the city trash dump located on Harry Long's property, for the purpose of collecting waste paper and baling it for sale. The Court finds that no other express permission was given by Harry Long to Ted Long for the use of such vehicle, but that Ted Long, with the knowledge of Harry Long, habitually drove the truck in hauling water for Ted and Harry Long's mother for household and drinking purposes, and to the filling station of Whitey Trough for gas and oil, and on many occasions drove the truck to Tulsa for the purpose of hauling baled waste paper salvaged from the trash dump to a waste paper company for sale, and that Ted Long had implied permission to use such truck for such business purpose. The Court finds that the truck, when not in use, was parked either at the house owned and occupied by Harry Long or at the house owned by Harry Long but occupied by his mother and Ted Long, with the keys left in it.

(5) The Court finds that Harry Long never gave Ted Long express permission to use the truck for pleasure or other personal purposes, but on the contrary had rejected requests for such type of use when made by Ted Long. The Court finds that there was no use for personal purposes by Ted Long of such truck from which permission might be implied for the type of use to which the truck was being put at the time of the occurrence of the accident; that on the day of the accident Ted Long had driven his uncle, George Early, to the latter's home and there

picked up Early's coon dog, and then drove north of Pawhuska, dropping the dog off at a friend's house to be trained for hunting. Ted Long then proceeded farther north, intending to go to visit a friend, and while enroute was involved in the subject accident.

(6) In this connection, the Court finds that the use to which the insured vehicle was being put on the day of the accident and at the time of the occurrence of the accident was purely for the pleasure and personal objectives of Ted Long for which he had neither the express nor implied permission of the named insured, Harry Long, and Ted Long was not covered by plaintiff's policy aforesaid.

(7) The Court finds that the defendant, Ted Long, filed no answer in this case, was not represented by counsel, and was not present at the trial.

CONCLUSIONS OF LAW.

(1) The Court has jurisdiction of the parties and of the subject matter.

(2) The use of the insured vehicle at the time of the accident by Ted Long was without the consent, express or implied, of the named insured, Harry Long, and was not within the purview of the coverage of plaintiff's policy.

(3) Plaintiff has no obligation or liability to the defendants, or any of them, on account of the aforesaid accident under its aforesaid insurance policy, and is entitled to judgment as prayed for in its complaint.

JUDGMENT.

IT IS ORDERED, ADJUDGED, DECREED AND DECLARED by the Court upon the foregoing findings of fact and conclusions of law, which are by this reference made a part hereof, that at the time of the occurrence of the aforesaid accident on November 23, 1953, plaintiff's policy No. A-731566, issued to Harry Long and described in the complaint, did not cover the use of the automobile at such time and for the purpose to which it was being put; and plaintiff, Superior Insurance Company, a corporation, had no liability or obligation to the defendants, Ted Long, John Larp, administrator of the Estate of Carl McClusky, Deceased, Archie Williams, Gladys Marie Williams, Roy Henry Williams, a minor, Mary Williams, a minor, and Raymond Williams, a minor, and Carmon C. Harris, the duly appointed Guardian Ad Litem for Roy Henry Williams, Mary Williams and Raymond Williams, minors, or any of them, in connection with said accident or any claims arising therefrom.

DATED this 27th day of January, 1955.

George H. Savage
JUDGE.

O. K.

Walter R. Wall
Attorney for Plaintiff.

Carmon C. Harris

Charles W. Threlford
Attorneys for Defendants

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

Jack R. Estes,)
Plaintiff,)
vs.)
The Pennsylvania Railroad)
Company, a corporation; and)
the St. Louis-San Francisco)
Railway Company, a corporation,)
Defendants.)

No. 3592-C

FILED

NOBLE T. BIRD
Clerk U.S. District Court

ORDER

Now on this 14th day of January, 1955, there comes on for hearing the motion of the defendant St. Louis-San Francisco Railway Company to dismiss plaintiff's Amended Complaint, and the plea of the Pennsylvania Railway Company to the jurisdiction of this Court, and the Court having heard the evidence, examined the exhibits and pleadings and after being fully advised in the premises, finds that plaintiff has failed to state a cause of action against the defendant St. Louis-San Francisco Railway Company, and that the Pennsylvania Railroad Company is not doing business in Oklahoma, and therefore, is not subject to the jurisdiction of this Court.

IT IS THEREFORE ORDERED that the Motion to Dismiss, filed herein on behalf of the St. Louis-San Francisco Railway Company, is hereby sustained, and plaintiff's action against said defendant is dismissed with prejudice, to which order of Court plaintiff excepts and such exceptions are allowed.

IT IS FURTHER ORDERED that the Plea to Jurisdiction of this Court, filed herein on behalf of the defendant Pennsylvania Railroad Company, is hereby sustained and plaintiff's action against said defendant is dismissed without prejudice for want of jurisdiction, to which order of Court plaintiff excepts and such exceptions are allowed.

Wm. H. Savage
District Judge.

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

WEAVER DRILLING COMPANY,
an Oklahoma corporation

Plaintiff

vs.

No. 3626

ROY POOLER, ET AL.

Defendants

FILED

NOV 27 1955
Clerk of the Court

ORDER SUSTAINING MOTION TO DISMISS
AND DISMISSING COMPLAINT

This cause came on for hearing on the 17th day of January, 1955, upon defendants' motion to dismiss plaintiff's complaint, pursuant to regular setting. Plaintiff appeared by David Young, its attorney, and the defendants appeared by John Wheeler, Jr., their attorney. The court, after considering the argument of counsel and the briefs heretofore submitted, and being fully advised, sustained said motion to dismiss upon the ground that the complaint shows on its face that it states no cause of action in favor of the plaintiff and against the defendants, to which ruling and order of said court plaintiff duly excepted. Thereupon, plaintiff having in open court refused to amend said complaint, and electing to stand thereon,

IT IS BY THE COURT ORDERED that said complaint be and the same is hereby dismissed, and judgment is hereby entered for defendants.

James H. Savage
Judge

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

EDNA HIRSHBUM,

Plaintiff,

vs.

IRVING ALLEN d/b/a CLARKMORE BUS TRAILS, L.;
J. W. DAVIS, an individual; KANSAS TRAILS,
INC., a corporation; and SOUTHWESTERN
CRAYFORD LINES, a corporation,

Defendants.)

CIVIL CASE NO. 3653

FILED

RECEIVED
CLERK OF DISTRICT COURT

ORDER OF REMAND

This matter coming on for hearing on this 14th day of January, 1955, upon the plaintiff's Motion to Remand the said cause to the District Court in and for Tulsa County, Oklahoma, the plaintiff appearing by and through her attorney, Floyd L. Walker, and the defendant, Kansas Trails, Inc., appearing by through its attorney, Green and Feldman, by W. E. Green, and the other named defendants appearing not in person nor by attorney. The Court after hearing the arguments and statements of counsel, examining the records and pleadings in said cause takes the matter under advisement and continues the hearing in the said cause until the 24th day of January, 1955. Now on this 24th day of January, 1955, this matter coming on for further consideration, and the Court being otherwise well and fully advised in the premises finds that this action and cause was improperly removed from the District Court of Tulsa County, Oklahoma; that the said action is not a controversy wholly between citizens of different states, in that plaintiff and one of the defendants, J. W. Davis, are each citizens of the State of Oklahoma; and that this Court does not have jurisdiction of the said action; and that the attempted and purported removal proceedings are a nullity and void.

Now, therefore, it is hereby ordered, adjudged and decreed that the said cause is hereby remanded to the District Court in and for Tulsa County, Oklahoma, from which the attempted removal was improperly made on the 28th day of December, 1954.

ROYCE E. SAVAGE, JUDGE OF THE UNITED STATES
DISTRICT COURT FOR THE NORTHEAST DISTRICT OF
OKLAHOMA.

CC: Green & Feldman
Oil Capitol Bldg.
Tulsa, Oklahoma

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

JAMES B. COPPEDGE, As Trustee in)
Bankruptcy of the Estate of EDITH VAUGHN)
MC CLUNG, A Bankrupt,)
Plaintiff,)
)
vs.)
)
PACIFIC FINANCE CORP., A Corporation,)
)
Defendant.)

CIVIL NO. 3622

FILED

NOV 11 1955
Clerk of the District Court

JOURNAL ENTRY OF JUDGMENT

Now on this 19th day of January, 1955, there came on for
the Trial before the undersigned United States District Judge, the above
styled and numbered action, Plaintiff appearing in person and by his
attorney, Irvine E. Uagerman, and the Defendant appearing by its
attorneys, Gable, Gotwals & Hays, and upon the admission and stipula-
tions of counsel, the Court finds that the Plaintiff is entitled to a judg-
ment against the Defendant herein in the sum of \$250.00 together with
all the court costs of this action.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED
BY THIS COURT that the Plaintiff have and recover judgment of and as
against the Defendant for the sum of \$250.00, together with all of the
court costs of this action.

Royce H. Savage
United States District Judge

APPROVED AS TO FORM:

Irvine E. Uagerman
Attorney for Plaintiff

Gable, Gotwals & Hays

By *Louis Gable*
Attorneys for Defendant

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

FILED

J. HERB SMITH and M. M. DONAHO, d/b/a
SMITH-DONAHO CONTRACTING COMPANY, a
co-partnership,

Plaintiffs,

vs.

PHILLIPS PIPE LINE COMPANY, a
Delaware corporation,

Defendant (by original summons),

and

SMITH CONTRACTING CORPORATION, a
Texas corporation,

Additional Defendant (on counter-
claim and cross-claim),

and

HARTFORD ACCIDENT AND INDEMNITY
COMPANY, a Connecticut corporation,

Additional Defendant (on cross-
claim).

NO. 3063

JUDGMENT

This cause came on for trial before the Court without a jury on June 21, 1954. The cause was tried upon all issues presented by all of the pleadings, as amended, of all parties to the action, except that by stipulation of all of the parties in open court duly approved by the Court the question of the amount that any party may be entitled to recover upon any item which it is adjudged that such party is entitled to recover shall be tried and adjudged upon a further hearing in this cause. All parties presented their evidence upon the issues presented and rested on June 24, 1954, and thereafter, within the time specified by the Court, the parties submitted suggested Findings of Fact and Conclusions of Law and written briefs in support of their contentions. The Court being fully advised rendered and filed herein on January 10, 1955, its Opinion, which is hereby ordered spread of record, and the Court being

fully and sufficiently advised in the premises hereby renders judgment in accordance with said Opinion as follows:

It is hereby ORDERED, ADJUDGED AND DECREED that neither the plaintiffs, J. Herb Smith and M. M. Donaho, d/b/a Smith-Donaho Contracting Company, a co-partnership, with respect to any cause of action alleged in any of their Amended Complaints or any amendments thereto nor the additional defendant, Smith Contracting Corporation, a Texas corporation, with respect to any cause of action alleged in any of its Amended Counterclaims or any amendments thereto, is entitled to any relief as against the defendant, Phillips Pipe Line Company, and any and all causes of action set forth in either said Amended Complaints of said plaintiffs or in said Amended Counterclaims of said additional defendant as against the defendant, Phillips Pipe Line Company, are dismissed on the merits with prejudice and said plaintiffs and said additional defendant shall take nothing as against the defendant, Phillips Pipe Line Company, and said defendant, Phillips Pipe Line Company, shall recover its costs herein.

It is hereby further ORDERED, ADJUDGED AND DECREED that the defendant, Phillips Pipe Line Company, is entitled to recover and is hereby given judgment upon its Amended Counterclaim and Amended Cross Claims as against the plaintiffs, J. Herb Smith and M. M. Donaho, d/b/a Smith-Donaho Contracting Company, a co-partnership, the additional defendant, Smith Contracting Corporation, a Texas corporation, and the additional defendant, Hartford Accident and Indemnity Company, a Connecticut corporation, jointly and severally, in the sum of (1) the cost to defendant, Phillips Pipe Line Company, of completing the clean up required under the terms of the written contract of December 11, 1951 between it and the additional defendant, Smith Contracting Corporation, and (2) the amount of right of way claims settled and paid by it properly attributable against the contractor in said written contract of December 11, 1951 and (3) reasonable attorneys' fees to the defendant, Phillips Pipe Line Company, by reason of the breach by the plaintiffs and the additional defendant, Smith Contracting Corporation, of covenants of said written contract of December 11, 1951, less any amount due the plaintiffs or their assignees for work actually performed under said written contract of December 11, 1951 but retained by the defendant, Phillips Pipe Line Company, plus costs herein.

It is further ORDERED, ADJUDGED AND DECREED that the additional defendant, Hartford Accident and Indemnity Company, is entitled to recover and is hereby granted judgment upon its Cross-Claim as against the additional defendant, Smith Contracting Corporation, in such amount as Hartford Accident and Indemnity Company may be required to pay and pays to satisfy the judgment herein rendered against it in favor of the defendant, Phillips Pipe Line Company, plus any expenses, including reasonable attorneys' fees, which it is out incident to this action upon the bond wherein it is surety.

It is further ORDERED, ADJUDGED AND DECREED that the additional defendant, Hartford Accident and Indemnity Company, is entitled to recover and is hereby granted judgment upon its Cross-Claim as against the plaintiffs, J. Herb Smith and M. M. Donaho, co-partners, d/b/a Smith-Donaho Contracting Company, a co-partnership, and upon its Third Party Complaint as against the third party defendant, Houston Fire and Casualty Insurance Company, a Texas corporation, to be held harmless by and recover against said plaintiffs and said third party defendant such amount as said additional defendant, Hartford Accident and Indemnity Company, may be required to pay and pays to satisfy the judgment herein rendered against it in favor of Phillips Pipe Line Company and occasioned by the failure of said plaintiffs to faithfully perform said written contract of December 11, 1951; and likewise, the additional defendant, Smith Contracting Corporation, is entitled to recover and is hereby granted judgment to be held harmless by and recover against said plaintiffs and said third party defendant such amount as said additional defendant, Smith Contracting Corporation, may be required to pay and pays to satisfy the judgments herein rendered against it, one in favor of Phillips Pipe Line Company and one in favor of the additional defendant, Hartford Accident and Indemnity Company, and occasioned by the failure of said plaintiffs to faithfully perform said written contract of December 11, 1951.

It is further ORDERED, ADJUDGED AND DECREED that the third party defendant, Houston Fire and Casualty Insurance Company, is entitled to recover and is hereby granted judgment upon its Cross-Complaint as against the plaintiffs, J. Herb Smith and M. M. Donaho, co-partners, d/b/a Smith-Donaho Contracting Company, a co-partnership, to be held harmless by and recover against said plaintiffs such amount as said third party defendant is required to pay and pays to satisfy the judgment herein rendered against it in favor of the additional

defendants, Hartford Accident and Indemnity Company and Smith Contracting Corporation, plus any expenses, including reasonable attorneys' fees, which it is out incident to this action upon the bond wherein it is surety and occasioned by the failure of said plaintiffs to faithfully perform said written contract of December 11, 1951.

It is further ORDERED, ADJUDGED AND DECREED that this cause be held open and set for further hearing before this Court with respect only to and for the sole purpose of determining the following issues: (1) the cost to the defendant, Phillips Pipe Line Company, of completing the clean up required under the terms of said written contract of December 11, 1951; (2) the amount of right of way claims settled and paid by the defendant, Phillips Pipe Line Company, and properly attributable against the contractor in said written contract of December 11, 1951; (3) reasonable attorneys' fees to the defendant, Phillips Pipe Line Company, by reason of the breach by the plaintiffs and the additional defendant, Smith Contracting Corporation, of covenants of said written contract of December 11, 1951; (4) the amount due the plaintiffs or their assignees for work actually performed under said written contract of December 11, 1951 but retained by the defendant, Phillips Pipe Line Company; (5) the expenses, including reasonable attorneys' fees, of the additional defendant, Hartford Accident and Indemnity Company, incident to the subject action on the bond in which it is surety and (6) the expenses, including reasonable attorneys' fees, of the third party defendant, Houston Fire and Casualty Insurance Company, incident to the subject action on the bond in which it is surety, all of said issues having been excepted upon the trial of this case for determination subsequent to the determination of the rights and liabilities of the parties as herein adjudged.

It is further ORDERED, ADJUDGED AND DECREED that upon the determination of the amounts of the judgments to be entered in favor of the parties as herein adjudged, such judgments in the amounts so determined shall bear interest at the legal rate of six per cent (6%) per annum commencing with the date of the entry of the judgment so determining such amounts.

ENTERED this _____ day of _____, 1955.

United States District Judge

Approved as to form this
_____ day of _____, 1955.

GREEN & FELDMAN

By _____

FARMER, WOOLSEY, FLIPPO & BAILEY

By _____

Attorneys for the Plaintiffs and
the Additional Defendant, Smith
Contracting Corporation.

Approved as to form this
_____ day of _____, 1955.

Wm. J. Zeman

Attorney for the Defendant,
Phillips Pipe Line Company.

Approved as to form this
_____ day of _____, 1955.

KOTHE & HUFF

By _____

Attorneys for the Additional
Defendant, Hartford Accident and
Indemnity Company.

Approved as to form this
_____ day of _____, 1955.

LOONEY, WATTS, ROSS, LOONEY & RICHOLS

By _____

Attorneys for Third Party Defendant,
Houston Fire and Casualty Insurance Company.

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

DOLIA C. TAMBURINI, Individually and as Ancillary
Executrix of the Last Will and Testament of ARNOLDO
C. TAMBURINI, Deceased,

Plaintiff,

FILED

-against-

BOARD OF EDUCATION Independent School District No. 1,
Tulsa County, Oklahoma, and THE GOLDMAN FOUNDATION,
a Corporation,

Defendant.

No. 3539

ORDER OF DISMISSAL

Upon the Motion of the plaintiff and for good cause
shown the complaint filed in this cause is hereby dismissed with
prejudice.

Dated this 2 day of ^{Feb}~~January~~, 1955.

15/ Royce H. Savage
JUDGE

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

WALTER H. CRAMER,)
Plaintiff,)
vs.)
MAX T. MORGAN,)
Defendant.)

CIVIL CASE NO. 3663

FILED

FEB - 9 1955

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

JOURNAL ENTRY OF JUDGMENT

Now on this 19th day of October, 1954, this matter coming on for trial pursuant to regular setting and notice to the parties; and both plaintiff and defendant having heretofore waived trial by jury in writing, the said cause came on to be heard before the Honorable W. F. Wallace, United States District Judge. The plaintiff appeared by and through his attorney, Floyd L. Walker, and announced ready for trial, the defendant appeared in person and by and through his attorney, Robert C. Saunders and announced ready for trial.

Whereupon the following proceedings were had: The plaintiff introduced his evidence and rested, defendant demurred to the evidence of the plaintiff, which demurrer was by the court overruled and exception allowed to the defendant. The defendant then introduced his evidence and rested and the said cause was taken under advisement by the court until the 31st day of January, 1955. Now on this 31st day of January, 1955, the court having heard the evidence, examined the files and pleadings and having considered the written briefs of the parties finds that all of the material allegations of plaintiff's complaint are sustained by the evidence; and the court further finds that the evidence is clear and convincing that;

Plaintiff heretofore recovered a judgment against one Godfrey W. Cochran, in the District Court of Sedgwick County, Kansas on the 6th day of February, 1952, that the said judgment was for money damages in the amount of \$37,000.00 for bodily injuries, and \$1,400.99 for property damage;

That the action in the District Court of Sedgwick County, Kansas arose out of an automobile accident occurring on the 9th day of November, 1951, between plaintiff and Godfrey W. Cochran;

That on the 9th day of November, 1951, Godfrey W. Cochran was the owner of an insurance policy for automobile liability insurance, sold and issued to him by the Lord Insurance Company, and which insured the said Cochran for \$5,000.00 for bodily injuries and \$5,000.00 for property damage. That after

occured
the said accident/on the 8th day of November, 1951, plaintiff acquired a vested right and interest in and to the benefits and proceeds payable under the terms of the policy;

That thereafter on or about the 31st day of December, 1952 an action was instituted on the policy in the District Court of Tulsa County, Oklahoma, Case No. 84914, wherein Walter R. Graham was plaintiff, and the Moral Insurance Company was defendant, and which action sought to recover the benefits payable under the terms of the policy;

That thereafter, and prior to the 3rd day of June, 1953, Max T. Morgan, as president of the Moral Insurance Company entered into a plan, scheme, trick and fraudulent device to fraudulently conceal the existence of the insurance policy from the plaintiff and in furtherance of such plan and scheme on the 3rd day of June, 1953 filed an affidavit in said cause No. 84914 in which defendant as the affiant denied that the Moral Insurance Company had ever issued a policy of insurance to Godfrey W. Cochran; that thereafter, and after the said defendant had been served with a subpoena duces tecum to produce the records of the said company, defendant knowingly represented falsely that the said company had never issued a policy of insurance to Godfrey W. Cochran, and that he had been unable to find any records of the said company pertaining to any such policy of insurance. That the perjury in question was not the crux of plaintiff's claim but merely one segment of a scheme initiated by the defendant to conceal the existence of the issued policy and unlawfully prevent plaintiff from benefiting thereunder;

That the plaintiff in reliance upon the false affidavit, and false representations of the defendant, Max T. Morgan, did on the 30th day of September, 1953, dismiss without prejudice his action against the Moral Insurance Company then pending in the District Court of Tulsa County, Case No. 84914;

That as a result of the false, fraudulent misrepresentation and concealment of the insurance policy by the defendant, Max T. Morgan, the plaintiff has been damaged in that amount which he would have been entitled to collect if the said policy had not been fraudulently concealed, \$5,000.00 for bodily injuries, \$1,400.89 for property damage, and interest at the rate of 6% per annum on the total Kansas Judgment, \$38,400.89 from the 8th day of February, 1953 until the date the action was dismissed in the District Court of Tulsa County, September 30, 1953, which interest amounts to the sum of \$3,747.80. That in addition thereto plaintiff is entitled to recover an additional sum of \$2,500.00 imposed upon the defendant as exemplary damages, as punishment and for the sake of example, making in all a total recovery by the plaintiff of \$12,648.79.

FOR THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED by the court that the plaintiff have and recover of the defendant judgment in the amount of \$12,648.79, and his costs herein expended, for all of which let execution issue.

15/ W. R. Wallace
W. R. Wallace, District Judge

APPROVED AS TO FORM:

15/ Robert C. Saunders
Robert C. Saunders, Attorney for
Defendant, Max T. Morgan.

15/ Floyd L. Walker
Floyd L. Walker, Attorney for
Plaintiff, Walter K. Graham.

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN

DISTRICT OF OKLAHOMA

FILED

* * * * *

Feb - 3 1955

DANT & RUSSELL, INC., a Corporation,)
)
 Plaintiff,)
)
 vs-)
)
 HOLLOWAY MATERIAL & SUPPLY)
 COMPANY, a Corporation,)
)
 Defendant.)

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

No. 3029 Civil

ORDER AUTHORIZING RECEIVER TO SELL REALTY
 AT PRIVATE SALE FREE AND CLEAR OF LIENS,
 TAXES AND ENCUMBRANCES

Now on this 1st day of February, 1955, this cause came on for hearing before the undersigned, District Judge, upon the Application of E. Lawton Bragg, Receiver, for an Order for Sale of Realty at Private Sale Free and Clear of all Liens, Taxes and Encumbrances, and Order to Show Cause, said Receiver appearing in person and by his Attorney, Irvine E. Ungerman, and the Plaintiff appearing by its Attorneys, Ungerman, Whitebook, Grabel & Ungerman, and the National Bank of Commerce appearing by its attorney J. C. Pinkerton, and the Court having heard evidence offered in support of said Application and being fully advised in the premises, there being no objection thereto, finds that said Application should be sustained and Order granted as prayed for the sale of realty at Private Sale, for cash, and pursuant to the provisions of Title 28, U. S. Code, Sec. 2001(b) free and clear of liens, taxes and encumbrances.

The Court further finds that due and legal Notice of the Hearing of this Application and duly and legal service of the Order to Show Cause has been given and had on all interested parties, in accordance with the Order of this Court entered on January 14, 1955, all as more particularly shown by Proof of Mailing filed herein; and said Notice and Service of Order to Show Cause is hereby in all respects approved.

The Court further finds that the realty belonging to this estate, to-wit:

Lots Three (3), Four (4), Five (5), and Six (6), Block 12, Hodge Addition to the City of Tulsa, Tulsa County, Oklahoma

is located on the edge of the Business District of Tulsa, Oklahoma; that it is too valuable to be continued to be occupied by the Receiver in connection with his operations as Receiver in this case; that said property has value in excess of the liens and encumbrances thereon and upon sale thereof there is reasonable prospect that a surplus will be left over for this estate; that the premises are not necessary to the continued operation of the business of the Receiver-ship; that the personal property located on said premises and employed in the business of the estate has been moved to another location owned by the estate, without interference of its continued operations and that it is to the best interest of all parties concerned that the Receiver be authorized to sell said premises at Private Sale for cash upon the terms and conditions hereinafter set forth and that the best interest of the estate will be conserved thereby.

The Court further finds that the interests of mortgagees, judgment and tax lien claimants can be properly protected by transfer of said liens and encumbrances to the net proceeds to be derived from the sale of said premises and that the said premises should be sold free and clear of all liens, taxes and encumbrances, creditor's claims and costs of administration, and in accordance with the provisions of Title 28, U. S. Code, Sec. 2001 (b).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That E. Lawton Bragg, Receiver, be and he is hereby authorized and directed to sell the following real property of this estate, to-wit:

Lots Three (3), Four (4), Five (5), and Six (6) in Block 12, Hodge Addition to the City of Tulsa, Tulsa County, Oklahoma

at Private Sale, without warranty, for cash, free and clear of all liens, taxes and encumbrances, creditor's claims and costs of administration, upon written bids had and received as herein directed.

2. That T. G. Grant, Kenneth Crouch and Ben O. Kirkpatrick, all of Tulsa, Oklahoma, be and they are hereby appointed to forthwith cause an appraisal to be made of the said real property, to-wit:

Lots 3, 4, 5 and 6, in Block 12, Hodge Addition
to the City of Tulsa, Tulsa County, Oklahoma

and file an appraisal of same in this Court within 10 days from this date.

3. That the Receiver be and he is hereby authorized and directed to enter into negotiations with prospective Purchasers for the sale of said premises; that after negotiating a sale satisfactory to the Receiver, providing said bid is more than two-thirds of the appraised value, the Receiver shall report his acts and doings to this Court together with his recommendations as to the bid or bids received, which bid or bids shall be accompanied by a Cashier's Check payable to said Receiver, in the amount of 10% of the bid, to be posted by the prospective purchaser; said report or Return of the Receiver to be filed within 10 days from this date.

4. Upon filing of Receiver's Report or Return, and Application for Approval or Confirmation, said Application shall be set for hearing by this Court and Notice of said hearing shall be given all interested parties by United States Mail, Registered, Return Receipt Requested, and by publication of said Notice in the Tulsa Daily Legal News, a newspaper of general circulation in Tulsa County, Oklahoma, at least 10 days prior to said date set for hearing on Application for Confirmation.

5. That the Receiver require all bids as bona fide, valid and for acceptance by the Receiver for a period of not to exceed six months from this date, and subject to confirmation as herein provided by this Court.

6. That no bid so obtained will be accepted and no private sale will be confirmed by this Court if a bona fide offer is made, accompanied by a Cashier's Check in the amount of 10% of the bid by the prospective purchaser, in writing, to the Receiver or to the Court, prior to the date of Hearing on Application for Confirmation, or in open Court at the time of said Hearing, which guarantees at least a 10 per cent increase over the highest price offered at the private sale; and no private sale will be confirmed at a price less than two-thirds of the appraised value. In the event additional bids are received guaranteeing at least a 10 per cent increase over the price offered in the highest private sale bid returned by the Receiver, the sale will

be confirmed to the highest bidder, providing said bid shall be more than two-thirds of the appraised value.

7. Receiver shall have the right to reject any bids and all bids shall be subject to the approval and confirmation by this Court as aforesaid.

8. Sale to be made on the following basis: Upon confirmation the Receiver is authorized to deliver purchaser Receiver's Deed conveying such title as the Receiver may have, without warranty, but free and clear of all taxes, liens, encumbrances, creditor's claims and costs of administration.

9. Liens of mortgages, taxes, tax liens, judgment liens and other liens or lien claims, upon adjudication and allowance of said claims by this Court and on confirmation of sale of said premises by the Court, shall be transferred without prejudice to the net proceeds derived from the sale of said real property, subject only to the payment of fees, costs and expenses involved in consummating said sale; the said proceeds to be held by the Receiver and stand in the place and stead of said real property.

10. Upon transfer of said liens to proceeds Receiver shall obtain from proper parties and said parties shall be required to execute and deliver full, complete and proper releases of mortgage, judgment, lien or lien claim from said real property to which the lien attaches.

151 Royce L. Savage
United States District Judge

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

Carrie Mae Mezick,)
)
 Plaintiff,)
)
 vs.) No. 3815 Civil
)
 James Alexander Fulton,)
)
 Defendant.)

FILED

FEB 2 1955

NOELL 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 2nd day of February, 1955.

Carrie Mae Mezick
Plaintiff

SANDERS & McELROY

By Frank Smith
Attorneys for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered
action be dismissed with prejudice, this 2nd day of February, 1955.

15/ Royce H. Savage
U.S. District Judge

rdh/mr

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

William Wesley Mezick,)
)
 Plaintiff,)
)
 vs.) No. 3516 Civil
)
 James Alexander Fulton,)
)
 Defendant.)

FILED

FEB 2 1955

NEWMAN L. 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 2nd day of February, 1955.

WW Mezick
Plaintiff

SANDERS & McELROY
By Louis Smith
Attorneys for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered
action be dismissed with prejudice, this 2nd day of February, 1955.

181 Royal W. Savage
U. S. District Judge

rdh/mr

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

WILL JURGENS AND DICK JURGENS,)
)
) PLAINTIFFS,)
)
) VS.) No. 3661
)
) BASIL GEORGES,)
)
) DEFENDANT)

FILED

MAR 1 1936

WALTER C. BOGGS
U.S. District Court

STIPULATION FOR DISMISSAL

It is hereby stipulated that the above entitled action
may be dismissed with prejudice, each party to bear his own costs.

Will Jurgens
Will Jurgens
Dick Jurgens
Dick Jurgens.

PLAINTIFF

Basil Georges
Basil Georges

DEFENDANT

ORDER

It is ordered that the action be and it is hereby dis-
missed with prejudice.

Royce H. Savage
Royce H. Savage, U. S. Judge
Northern District of Oklahoma.

3.1.36

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

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

Respondent,

Interstate Securities Company, Inc.,
of Tulsa, Oklahoma, et al,

Claimants.

No. 3432 Civil

FILED

FEB - 8 1955

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

JUDGMENT PURSUANT TO MANDATE

This matter coming on for hearing this 8th day of February, 1955 and the court being fully advised in the premises finds that on the 18th day of December, 1954, the United States Court of Appeals for the Tenth Circuit rendered a decision in this cause and thereafter a mandate was filed in this court reversing the judgment entered on the 8th day of March, 1954 to the extent that Interstate Securities Company, Inc., of Tulsa, Oklahoma, be not allowed mitigation of forfeiture and that on the 7th day of June, 1954, Interstate Securities Company, Inc., was authorized to take possession of the 1952 Dodge Convertible, Motor No. D42-346264, involved in this action upon the execution and filing of a redelivery bond in the amount of \$800.00 representing the appraised value of such automobile.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Interstate Securities Company, Inc., of Tulsa, Oklahoma, be and it is hereby denied mitigation of forfeiture.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with this judgment and the order of this court entered on the 7th day of June, 1954, Interstate Securities Company, Inc., pay into court the sum of \$800.00, by delivering the \$800.00 to the Clerk of this Court.

Royce H. Savage

U. S. DISTRICT JUDGE

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

SAVAGE ARMS CORPORATION,
a corporation,
Plaintiff.

vs.

ELLIOTT DAVIS AND LEON DAVIS
partners doing business under
the firm name of DAVIS
SPORTING GOODS,
Defendant.

CIVIL ACTION
NO. 3644.

FILED

FEB 11 1955

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

ORDER OF DISMISSAL

On motion of the parties,

IT IS ORDERED That this case be and hereby is dismissed
without prejudice, at plaintiff's costs.

DATED This 7th day of February, 1955.

(s) Wayne H. Savage
DISTRICT JUDGE.

CK
(s) Jarrett Ragan
(s) Max G. Cohen

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

NATIONAL SURETY CORPORATION,)
a New York corporation, and THE NATIONAL)
SURETY MARINE INSURANCE CORPORATION,)
a New York corporation,)
Plaintiffs,)

W. N. COON, d/b/a COON CONSTRUCTION)
COMPANY and COON BOILER & MACHINE)
COMPANY; GRACE D. GRAVES; J. W. GRAVES)
and JAMES ORCUTT,)
Defendants.)

No. 3597

FILED

FEB 11 1955

U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

DECREE

In accordance with the Findings of Fact and Conclusions of Law made on January 14, 1955, and entered and filed with the Clerk of this Court on January 24, 1955, judgment is entered in accordance therewith in favor of the defendants and requiring the plaintiffs, under the provisions of said policy, to defend any pending suits or any suits subsequently filed by reason of the alleged injuries of November 15, 1953, and to pay any judgment rendered thereon.

Dated this 11 day of Feb, 1955.

Royce H. Swage
United States District Judge

O. K.
LOONEY, WATT, ROSS, LOONEY & NICHOLS

By: W. R. D. Fooney
Attorneys for Plaintiffs

C. Lawrence Elder
Attorney for defendants, W. N. Coon, d/b/a
Coon Boiler & Machine Company and Coon
Construction Company, and James Orcutt

James E. Davidson
Attorney for defendant, J. W. Graves & GRACE D. GRAVES

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Mary Brasier and George H. Brasier,

Plaintiffs,

vs.

United States of America; T. Coleman Andrews,
Internal Revenue Commissioner, Washington, D. C.,
Earl R. Wiseman, District Director of Internal
Revenue, Oklahoma City, Oklahoma, and Charles M.
Blackard, Internal Revenue Agent, Tulsa, Oklahoma,

Defendants.

Civil Action No. 3610

FILED

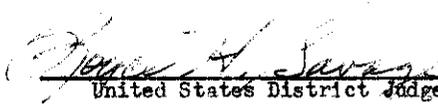
NOV 11 1955

NOEL L. HOOD
Clerk of District Court

J U D G M E N T

On this 11th day of February 1955 appeared defendants, United States of America, T. Coleman Andrews, Earl R. Wiseman, and Charles M. Blackard, by Robert S. Rizley, Assistant U. S. Attorney for the Northern District of Oklahoma, and the plaintiffs, Mary Brasier and George M. Brasier, appeared by George H. Brasier; and it appearing to the Court that the petition for rehearing, filed by the plaintiffs on January 24, 1955, should be denied.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the petition for rehearing is hereby denied.


United States District Judge

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

* * * * *

DANE & RUSSELL, INC., A Corporation,)
)
) Plaintiff,)
)
) -vs-)
)
) HOLLOWAY MATERIAL & SUPPLY)
) COMPANY, A Corporation,)
)
) Defendant.)

No. 3029 Civil

FILED

FEB 15 1955

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

ORDER SETTING RETURN OF PRIVATE SALE OF
REAL ESTATE and APPLICATION FOR CONFIRMATION
OF SALE OF REALTY AT PRIVATE SALE FREE AND CLEAR
OF TAXES, LIENS AND ENCUMBRANCES FOR HEARING AND
DIRECTING NOTICE

The verified Return of E. LAWTON BRAGG, Receiver of
Holloway Material & Supply Company, a Corporation, in this cause, having
been filed herein reporting the private sale of certain realty belonging to this
estate, to-wit:

lots Three (3), Four (4), Five (5), and Six (6)
in Block Twelve (12), Hodge Addition to the
City of Tulsa, Tulsa County, Oklahoma,

in accordance with Title 28, U. S. Code, Secs. 2001 (b) free and clear of taxes,
liens and encumbrances; and Application for Confirmation of said sale being
made,

IT IS ORDERED by the Court that hearing of said Return of
Receiver and Application for Confirmation of Sale of Realty at Private Sale be
had before this Court at the U. S. Court House and Post Office Building, at
Tulsa, Oklahoma, on the 28th day of February, 1955, at 9:30 o'clock A. M.;

IT IS FURTHER ORDERED and Notice is hereby given that in
the absence of objections thereof the bid in the sum of \$46,500.00, for the sale
of said premises will be accepted and private sale confirmed by this Court
unless a bona fide offer in writing, accompanied by a Cashier's Check in the
amount of 10% of the said bid is received by the Receiver prior to the date of
Hearing on Application for Confirmation, or made in open Court at the time of
said Hearing, which bid guarantees at least a 10 per cent increase over said

bid of \$46,500.00 and which shall be not less than two-thirds of the appraised value. In the event additional bids are received by the Receiver guaranteeing at least a 10 per cent increase over the said bid of \$46,500.00, the sale will be confirmed to the highest bidder. All bids subject to the approval and confirmation of the Court and subject to the Order of this Court entered February 1st, 1955.

IT IS FURTHER ORDERED that Notice of said Hearing be given to the following creditors, mortgagees, lien claimants, and governmental agencies, to-wit:

Holloway Material & Supply Company, Tulsa, Oklahoma

H. G. Chapman, Treasurer, Tulsa County, Oklahoma,
County Court House, Tulsa, Oklahoma.

United States Director of Internal Revenue, Oklahoma
City, Oklahoma.

Oklahoma Tax Commission, Oklahoma City, Oklahoma.

Oklahoma Employment Security Commission, Oklahoma
City, Oklahoma.

G. H. Galbreath & Company, Tulsa, Oklahoma.

W. R. Johnston Company, Tulsa, Oklahoma.

National Bank of Commerce, Tulsa, Oklahoma.

Allied Paint Manufacturing Company, 2300 North Lewis,
Tulsa, Oklahoma.

Barclay & Company, Inc., Seattle, Washington (c/o
Spillers & Spillers, Attorneys, Tulsa, Oklahoma).

Butler-Sparks Equipment Company, Oklahoma City,
Oklahoma (American National Building)

Central Supply Company, 101 West Cameron, Tulsa,
Oklahoma.

Central States Steel Company, c/o 301 East 1st Place,
Tulsa, Oklahoma.

The Con Cor Company, 4550 Main Street, Kansas City,
Missouri.

Max Cohen, Wichita, Kansas.

Dan & Russell, Inc., Portland, Oregon (c/o Ungerman,
Whitebook, Grabel & Ungerman, Tulsa, Oklahoma).

Dealers Supply Company, 34 North Owasso, Tulsa,
Oklahoma.

Economy Lumber Company, 528 East 4th, Tulsa, Oklahoma.

Jess Farnum Lumber Company, Tulsa, Oklahoma, (c/o W. C. Abrams, Attorney).

First National Bank, Wagoner, Oklahoma.

Forster-Clark Truck Company, 1001 South Cincinnati, Tulsa, Oklahoma.

Gordon Chemical Company, Kansas City, Missouri.

Independent Material Company, 24 North Owasso, Tulsa, Oklahoma.

Inland Steel Products Company, Chicago, Illinois

Kenslow Planing Mill, 1201 South Hudson, Tulsa, Oklahoma.

Jess C. McMichael Concrete Company, Tulsa, Oklahoma (c/o Ungerman, Whitebook, Grabel & Ungerman, Tulsa, Oklahoma).

Nordstrom Insurance Agency, Box 4025, Tulsa, Oklahoma.

O. Machine Company, 421 East 1st Street, Tulsa, Oklahoma.

Oklahoma Paint Dist. Company, Tulsa, Oklahoma.

Oregon-Pacific Lumber Company, Portland, Oregon.

Phillips Tire & Supply Company, 1010 East Admiral, Tulsa, Oklahoma.

Reintz Paint Company, Oklahoma City, Oklahoma.

Rounds & Porter Lumber Company (Wichita Ass'n) Wichita, Kansas.

A. G. Stanfield, Tri-State Building, Tulsa, Oklahoma.

Tulsa Pacific Wholesale Lumber Company, 521 East 11th Street, Tulsa, Oklahoma.

Townaco Equipment Company, 202 S. Lansing, Oklahoma City, Oklahoma.

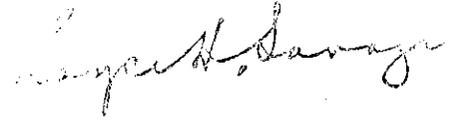
Vimcar Sales Company, Box 2395, Los Angeles, Calif.

Western Door & Plywood Corporation, Ft. Smith, Arkansas.

by mailing a true copy of this Order via Registered United States Mail, Return Receipt Requested, postage prepaid, to the addresses of the parties above shown, on or before the 18th day of February, 1955, being at least 10 days prior to the date set for hearing, and by Publication of Notice of Hearing in

the Tulsa Daily Legal News, a newspaper of general circulation in Tulsa
County, Oklahoma at least 10 days prior to the date of said Hearing.

Dated this 15th day of February, 1955.



Royce H. Savage, United States
District Judge.

U. S. DISTRICT COURT OF THE UNITED STATES
EASTERN DISTRICT OF OKLAHOMA

Town of Jay, Oklahoma,

Plaintiff,

-vs-

A 25 foot wide easement or right-of-way for water pipeline purposes to be located upon, over and across a certain tract of land in Delaware County, Oklahoma, and

The United States of America, as a matter affecting the title to certain Cherokee Indian lands previously allotted in fee with certain restraints on alienation, and presently owned by fullblood Cherokee Indian heirs; and

Case No. 5650

Lucy Sharp, Gladys Hilderbrand, nee Sharp
Stanley Sharp, Thomas Sharp, Charlie Gordon
Sharp, Nancy Lou Sharp, Martin Sharp, Archie
Sharp, Huckleberry Sharp, Jim Sharp, William
Sharp, Jackson Buzzard, Maxine Buzzard,
Sarah O'Field, nee Sharp, and Lon Kirby,

Defendants.

FILED

FEB 11 1955

NEWMAN
Clerk U.S. District Court

ORDER CONFIRMING REPORT OF COMMISSIONERS, DETERMINING OWNERSHIP, AND DIRECTING DISTRIBUTION

Pursuant to regular setting on the Court docket this matter came on for hearing on this the 11th day of February, 1955, on the motion of plaintiff to confirm the report of commissioners, and for determination of ownership, and for an order of distribution. The Court having considered said motion and being fully advised in the premises, finds:

That after taking the oath prescribed by law and the order of the Court, the commissioners heretofore appointed by the Court filed their report under date of January 15, 1955, fixing the damages sustained by the owners of the real estate described in the pleadings herein at the sum of \$100.00. The Court further finds that the Area Director of the Muskogee Area and successor to the Superintendent of the Five Civilized Tribes has also caused the appraisalment of the property, and that the report of the appraisers to said Area Director fixed the damage at the sum of \$30.00. The Court further finds that the sum of \$100.00 fixed by the commissioners appointed by the Court is a fair and reasonable sum and that the report of the commissioners should be confirmed.

The Court further finds that the real estate involved herein was allotted to Nancy Sharp Leaf a fullblood Cherokee, Roll No. 19961. That she died many years

ago and left surviving as her sole and only heirs at law six children, namely Louis Sharp, Huckleberry Sharp, Jim Sharp, William Sharp, Ollie Buzzard, nee Sharp and Sarah O'Field, nee Sharp. That all of said children are now living with the exception of Louis Sharp and Ollie Buzzard, nee Sharp.

The Court finds that Louis Sharp is now deceased, and that he left surviving as his sole and only heirs at law the following persons, namely: his widow Lucy Sharp, and his children, Gladys Hilderbrand, nee Sharp, Stanley Sharp, Thomas Sharp, Charlie Gordon Sharp, Nancy Lou Sharp, Martin Sharp, and Archie Sharp. That under the laws of succession of the State of Oklahoma, the said Lucy Sharp inherited an undivided 1/3 of the 1/6 interest in said real estate inherited by said Louis Sharp, or 14/252 of the whole; that each of said children inherited an undivided 1/7 of 2/3 of said 1/6 interest, or 4/252 of the whole. The Court further finds that the five living children of Nancy Sharp Leaf, deceased, each inherited an undivided 1/6 or 42/252.

The Court finds that Ollie Buzzard, nee Sharp died in 1951 and left surviving as her sole and only heirs at law her husband Jackson Buzzard and her daughter Maxine Buzzard, each of whom inherited an undivided 1/2 of 1/6 interest in said real estate, or an undivided 21/252.

The Court finds that Lon Kirby was made a party defendant herein by mistake, and that this action should be dismissed as to him.

The Court further finds that William Sharp, one of the above named heirs of Nancy Sharp Leaf, as shown by his affidavit dated December 14, 1954, attached to plaintiff's motion, on September 18, 1953, sold to one Tom Mouse the inherited 1/6 interest in the real estate involved herein inherited by William Sharp, from his mother Nancy Sharp Leaf. That by reason thereof Tom Mouse should be substituted for William Sharp as one of the owners of the real estate involved herein and as being entitled to 1/6 of the award made by commissioners. The Court further finds that each of the persons herein determined to be owners is entitled to the portion of said award of the commissioners in which such person is entitled the amount set opposite the name of each of said persons as follows, to-wit:

Lucy Sharp.	36.57
Gladys Hilderbrand, nee Sharp.	1.59
Stanley Sharp.	1.59
Thomas Sharp.	1.50
Charlie Gordon Sharp.	1.59

Nancy Lou Sharp.	\$1.59
Martin Sharp	1.59
Archie Sharp.	1.59
Huckleberry Sharp.	16.66
Tim Sharp.	16.66
Tom Mouse (share of William Sharp).	16.66
Jackson Buzzard.....	8.33
Maxine Buzzard.	8.33
Sarah O'Field, nee Sharp.	16.66

The Court finds that Joe T. Dewberry of Jay, Oklahoma is a suitable person to make distribution of said award, he being familiar with the parties and their post-office addresses.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the report of the commissioners filed herein be and the same is hereby approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that this action be and is hereby dismissed as to defendant Lon Kirby, and that Tom Mouse be and he is hereby substituted in lieu of William Sharp as one of the owners of the real estate herein described and one of the persons entitled to participate in the award of the commissioners.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the sole and only heirs at law of Nancy Sharp Leaf, deceased, who are now living and entitled to participate in the award of the commissioners are the following named persons: Lucy Sharp, Gladys Hilderbrand, nee Sharp, Stanley Sharp, Thomas Sharp, Charlie Gordon Sharp, Nancy Lou Sharp, Martin Sharp, Archie Sharp, Huckleberry Sharp, Jim Sharp, Jackson Buzzard, Maxine Buzzard and Sarah O'Field.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Joe T. Dewberry, a member of the bar of Delaware County, Oklahoma, be and he is hereby designated and appointed by the Court to make distribution of the award of the commissioners to the persons herein above named as entitled to participate therein, and that he filed with the Clerk of this Court his affidavit showing such distribution.

Joseph A. Savage

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

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
Plaintiff)
-vs-)
62.50 Acres of Land, more or)
less, situate in Csege County,)
Oklahoma, and L. B. Jackson)
Company, et al, and unknown)
owners,)
Defendants)

CIVIL ACTION NO. 3438

FILED
JUDGMENT IN OPEN COURT
FEB 17 1955

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

Now on this 17th day of February, 1955, this matter comes on for hearing upon the complaint of United States of America, Plaintiff. The following appearances were noted: United States of America, Plaintiff, by and through United States District Attorney E. Hayden Crawford; L. B. Jackson Company, Pauline P. Jackson, Pauline P. Jackson guardian of William Christopher Jackson and Robert Lewis Jackson, Minors, William Christopher Jackson, Robert Lewis Jackson, Pearl B. Jackson individually and as Co-executor of the estate of L. B. Jackson, deceased, Lewis B. Jackson, also known as L. B. Jackson Jr., individually and as Co-executor of the estate of L. B. Jackson, deceased, all by and through their attorney, Randall G. West; C. C. Spillers, Trustee under the will of Geraldine B. Snedden, deceased, by and through his attorneys, Spillers and Spillers. The Court, being fully advised in the premises, finds as follows:

1. That the United States of America, Plaintiff, and all of the above named parties Defendant have heretofore entered into a stipulation and agreement which to the effect that the fair and reasonable value of the interest being taken herein, and of the estates for which United States of America is liable in this proceeding is the sum of Three Hundred Fifty and No/100 Dollars (\$350.00).

2. The Court finds that the application for judgment should, therefore, be sustained and the relief prayed for should be granted.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that said stipulation and agreement with reference to the value of the interest or estate involved in this proceeding be and the same hereby is confirmed and approved, and judgment is entered as prayed for by the Plaintiff with reference to the subject tract.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the value of the estates for which the United States of America is liable in this proceeding is the total sum of Three Hundred Fifty and No/100 Dollars (\$350.00).

IT IS FURTHER ORDERED ADJUDGED AND DECREED that said amount is final in all respects as to the fair cash market value of said tract of land, including all damage of whatsoever nature.

D. Mayo H. Swager
Judge

O. K.

United States of America, Plaintiff

By J. Hayden Crawford
United States District Attorney

L. B. Jackson Company,
Pauline P. Jackson,
Pauline P. Jackson guardian of
William Christopher Jackson and
Robert Lewis Jackson, Minors,
William Christopher Jackson,
Robert Lewis Jackson,
Pearl P. Jackson individually and as
Co-executor of the Estate of L. B. Jackson deceased,
Lewis B. Jackson, also known as L. B. Jackson Jr.,
individually and as Co-executor of the estate of
L. B. Jackson, deceased.

By R. Randall G. Hunt
Attorney

G. C. Spillers, Trustee under the will
of Geraldine R. Snedden, deceased.

By S. C. Spillers
Spillers & Spillers, Attorneys

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

COAL OPERATORS CASUALTY COMPANY
OF PENNSYLVANIA,

Plaintiff

vs

No. 3647

MORAN PIPE & SUPPLY COMPANY,
a corporation, GEORGE MAIR
and DONNA KAY OLIVER, a minor,
by and through her father and
next friend, DONALD A. OLIVER,

Defendants

ORDER OF DISMISSAL WITH PREJUDICE

It appearing to the court, upon written motion of the Plaintiff to
dismiss this case with prejudice that this case has been compromised and that
said motion should be granted;

It is therefore ordered that this case be and hereby is dismissed
with prejudice at the cost of the Plaintiff.

Done at Tulsa, Oklahoma, this 23rd day of February, 1955.

(6) L. J. H. H. H. H. H.
District Judge

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

W. H. KEASLER,

Plaintiff,

vs.

W. F. HORSTING, JR.,

Defendant.

STANOLIND OIL PURCHASING COMPANY,

Garnishee.

Case No. 3527 Civil

FILED Feb. 24, 1955

Noble C. Hood

Clerk, U. S. District Court

DISMISSAL WITH PREJUDICE

Comes W. H. KEASLER and dismisses the above
action with prejudice.

S/ W. H. Keasler
W. H. Keasler, Plaintiff

S/ Robert J. Woolsey
Robert B. Woolsey
Attorney for Plaintiff

ORDER OF DISMISSAL

It is ordered that this case be and it is hereby
dismissed with prejudice.

S/ Royce H. Savage
JUDGE

ATTEST:

A True Copy of Original Noble C.
Hood, Clerk

By S/ M. M. Ewing Deputy

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

Fred A. Glass, Sr.,

Plaintiff,

vs.

Robert A. Glass, Jr., S. I. Hill
and Southwest Oilfield Transporta-
tion Company,

Defendants.

Civil No. 3649

FILED

FEB 25 1955

NOBLE H. HARRIS
Clerk of the Court

ORDER REMANDING SUIT

The motion of plaintiff to remand this suit to the District Court of Tulsa County, Oklahoma, coming on for hearing on the 11th day of February, 1955, pursuant to regular setting and notice to parties, and the Court having heard the argument of counsel, and being fully advised, upon consideration finds that the motion should be sustained.

IT IS, THEREFORE, ORDERED that the motion of plaintiff to remand this cause to the District Court of Tulsa County, Oklahoma, be and the same is hereby sustained and this cause is hereby remanded to the District Court of Tulsa County, Oklahoma, for further proceedings.

Dated at Tulsa, Oklahoma this 24th day of February,
1955.

ROYCE H. SAVAGE

Judge, United States District Court

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

EARL V. NICHOLS,)
)
 Plaintiff,)
)
 vs.)
)
 SECURITY INSURANCE COMPANY)
 OF NEW HAVEN, CONNECTICUT,)
)
 Defendant.)

No. 3603-C

FILED

FEB 21 1955

HOWARD J. HENNING
Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT

Now on this 18th day of February, 1955, the above matter came on for trial, and plaintiff appearing by his attorneys, R. Milton Cowen and Merrill S. Bernard, the interveners Robert Hiram Smith and Bonnie Jean Smith appearing by their attorneys, R. Milton Cowen and Merrill S. Bernard, and the defendant, the Security Insurance Company of New Haven, Connecticut, appearing by its attorneys, Doerner, Rinehart and Stuart, and the Court having this day made and entered findings of facts and conclusions of law herein.

IT IS THEREFORE, ORDERED, ADJUDGED, and DECREED that the Plaintiff, Earl V. Nichols, have and recover judgment against the defendant, Security Insurance Company of New Haven, Connecticut, for the sum of \$3,850.00 together with interest at the rate of 6 percentum per annum from the 20th day of October, 1954, together with his costs herein expended.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the interveners Robert Hiram Smith and Bonnie Jean Smith take nothing by

reason of their petition of intervention, that defendant go hence without day, and that judgment is hereby rendered on said petition of intervention for the defendant and that it recover its costs herein expended in connection with said petition of intervention.

151 Royce H. Sarge
Judge of the United States District Court

Ok. as to form:
151 Merrill S. Bernard
One of Attys. for Pet.
151 R. M. Cowden

151 E. J. Dornier
Atty for Deft.

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

W. H. KEASLER,
Plaintiff,
Vs.
W. F. NORSTING, JR.,
Defendant.

No. 3527

FILED

FEB 8 1955

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

J U D G M E N T

Now on this 17 day of February, 1955, this cause comes on for hearing in its regular order having been duly set for trial. Plaintiff and Defendant appeared in person and by their counsel and said cause proceeded to trial. After opening statements of counsel and the submission of evidence, witnesses sworn and examined in open court, the court finds the issues in favor of the Plaintiff and fixes the amount of his recovery at \$ 3985.00.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that Plaintiff have judgment against Defendant in the sum of \$ 3985.00 AND for Plaintiff's costs herein laid out and expended.

W. Royce Swain
JUDGE

APPROVED AS TO FORM:
FARMER, WOOLSEY, FLIPPO & BAILEY

W. J. Woolsey
Attorneys for Plaintiff

W. F. Norsting, Jr.
Attorneys for Defendant

W. F. Norsting, Jr.

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

* * * * *

DANT & RUSSELL, INC., a Corporation,)
)
 Plaintiff,)
)
 -vs-)
)
 HOLLOWAY MATERIAL & SUPPLY)
 COMPANY, A Corporation,)
)
 Defendant.)

No. 3029

FILED

MAY 1955

NOBLE H. WOOD
Clerk, U.S. District Court

ORDER CONFIRMING SALE OF REAL ESTATE
AT PRIVATE SALE FREE AND CLEAR OF
TAXES, LIENS AND ENCUMBRANCES
(Title 28, U. S. Code, Sec. 2001 b)

At Tulsa, Oklahoma, within the Northern District of Oklahoma,
on this 28th day of February, 1955, this matter came on for hearing before
the undersigned, Royce H. Savage, United States District Judge, on the
Return of the Receiver, and Application for Confirmation of sale of Realty
of Holloway Material & Supply Company, a Corporation, Defendant, at Private
Sale, Free and Clear of Taxes, Liens and Encumbrances, sold pursuant to
the provisions of Title 28, U. S. Code, Sec. 2001 (b), and the Order of this
Court authorizing same, dated February 1st, 1955. The Receiver, E.
Lawton Bragg, appeared in person and by his Attorney, Irvine E. Ungerman,
and D. H. Welch, appeared in person; no other persons or claimants appeared.

Thereupon the Court examined the files and the Receiver's
Return and report of Sale and finds that the following described property:

Lots Three (3), Four (4), Five (5) and Six (6)
Block Twelve (12), Hodge Addition to the City
of Tulsa, Tulsa County, Oklahoma,

pursuant to Order of this Court dated February 1st, 1955, authorizing same
and in the manner therein provided was offered for sale by the Receiver at
Private Sale upon written bids, without warranty, but free and clear of all
taxes, liens and encumbrances; that as a result thereof the Receiver received
a bid from D. H. Welch, Tulsa, Oklahoma in the sum of \$46,500.00 for said
property, accompanied by a Cashier's Check as by law provided in the sum of

10% of the bid price; that said bid was the highest, best and only bid which the Receiver was able to obtain, and was duly returned to the Court.

The Court further finds that pursuant to the Order appointing T. G. Grant, Kenneth Crouch and Ben O. Kirkpatrick appraisers, said appraisers duly made an appraisal of said premises and filed herein their appraisal showing said premises to be of the appraised value of \$55,000.00.

The Court further finds that in accordance with the Statutes and the Order of this Court entered herein on February 15th, 1955, hearing of the Receiver's Return of Sale and Application for Confirmation was by the Court set for February 28th, 1955 at 9:30 o'clock A. M.; that the Receiver duly gave notice of said hearing together with notice that in the absence of objections thereto the bid in the sum of \$46,500.00 for the sale of said premises would be accepted and private sale confirmed by the Court unless a bona fide offer in writing, offering at least a 10 per cent increase over said bid of \$46,500.00 accompanied by a Cashier's Check in the amount of 10% of the said bid was received by the Receiver prior to the date of Hearing or made in open Court at the time of said Hearing, to all of the creditors, mortgagees, lien claimants and governmental agencies named and set forth in said Order of February 15th, 1955, by mailing to each of said parties a true copy of said Order via Registered United States Mail, Return Receipt Requested, postage prepaid, to the addresses therein set forth 10 days prior to February 28th, 1955; that additionally due and legal notice of said hearing and as above set forth was given by Publication for 10 days prior to said hearing in the Tulsa Daily Legal News, as shown by Proof of said Publication on file herein; and that due and proper notice has in all respects been had.

Thereupon the Court proceeded to examine the bid made by said D. H. Welch, and finds that it is in proper form; that said bid is more than 2/3rds of the appraised value of the said premises, that said bid is fair and reasonable and that it is to best interest of this estate and all parties concerned that the bid be accepted by the Receiver and sale be approved and confirmed by this Court and said property sold free and clear of taxes, liens and encumbrances, and there being no objection thereto, no adverse interest being

present the Court finds that the Receiver's application to confirm should be sustained and said sale confirmed and approved.

IT IS, THEREFORE, ORDERED AND DECREED:

1. That the Receiver, E. Lawton Bragg, accept the bid of D. H. Welch in the sum of \$46,500.00, for the purchase of the following described premises, to-wit:

Lots Three (3), Four (4), Five (5) and Six (6)
Block Twelve (12), Hodge Addition to the City
of Tulsa, Tulsa County, Oklahoma

for said premises, without warranty, but Free and Clear of all liens, taxes and encumbrances, except ad valorem taxes for the year 1955, and that the sale of said premises to D. H. Welch, be and the same is hereby confirmed, upon receipt by the Receiver of the balance of the said purchase price.

2. That the Receiver be and he is hereby directed, upon receipt of the full purchase price, to convey by proper Receiver's Deed to said D. H. Welch, the title of the Receiver to said premises, without warranty of title by the Receiver, and as is, but free and clear of all taxes, liens, costs of administration, creditor's claims or encumbrances, including ad valorem taxes to and including the year 1954.

3. The Receiver is further directed to hold and keep the proceeds derived from said sale segregated, separate and distinct, and said proceeds held by the Receiver shall stand in the place and stead of said real property, and subject only to the payment of fees, costs and expenses involved in consummating said sale are hereby impressed with the liens of mortgages, taxes, tax liens, judgment liens and other liens or lien claims which had affixed to said real premises prior to February 1st, 1955 and prior to the Order of this Court authorizing said sale, excepting only ad valorem taxes for the year 1955 which lien, if any, shall follow the land.

4. That upon transfer of said liens to the proceeds of sale, the Receiver shall apply for and subsequently obtain proper order of this Court as to priority of liens and as to liens attaching to said funds and for payment and distribution of said proceeds, and upon distribution thereof shall require and obtain from all parties receiving payment proper releases of mortgage,

judgment, lien or claim from said real property and from the proceeds thereof to which the lien now attaches.

191 Royce W. Savage
United States District Judge

IN THE UNITED STATES DISTRICT COURT SOUTHERN AND WESTERN DISTRICTS OF CALIFORNIA

J. ROSE SMITH and M. M. DONALD, d/b/a
SMITH-DONALD CONSTRUCTION COMPANY, a
corporation,

Plaintiffs,

vs.

PULLERT PIPE LINE COMPANY, a
Delaware corporation,

Defendant (by original summons),

and

GENIE CONTRACTING CORPORATION, a
Texas corporation,

Additional Defendant (on counter-
claim and cross-claim),

and

HARTFORD ACCIDENT AND INDEMNITY
COMPANY, a Connecticut corporation,

Additional Defendant (on cross-
claim).

FILED

MAY 1 1955

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

JUDGMENT

Judgment was entered in this cause on February 2, 1955, wherein this cause was held open for further hearing with respect to and for the sole purpose of determining six issues therein numbered (1) to (6), inclusive. All parties plaintiffs and defendants here, as evidenced by their approval of this judgment, stipulated and agreed upon the first four of said issues, namely, issues numbered (1) to (4), inclusive, and request that judgment be entered with respect only to said four issues and that this cause be held open and set for further hearing before this Court with respect to and for the sole purpose of determining the last two of said issues, namely, issues numbered (5) and (6).

All parties plaintiffs and defendants have stipulated and agreed upon said first four issues in the amounts and in the manner hereinafter set forth in this judgment and having approved this judgment by and through their respective attorneys of record and having requested this Court to determine said four issues in accordance with said stipulations and agreement of the

parties and to render judgment in accordance therewith, and the Court being fully and sufficiently advised in the premises hereby finds that all parties have stipulated and agreed upon said four items as herein-after set forth and the Court does, therefore, hereby render judgment in accordance with such finding so based on such stipulation and agreement of all of the parties as follows:

It is hereby ORDERED, ADJUDGED and DECREED that the sum of (1) the cost to the defendant, Phillips Pipe Line Company, of completing the cleanup work required under the terms of the written contract of December 11, 1951, between it and the additional defendant, Smith Contracting Corporation, and (2) the amount of right of way claims settled and paid by the defendant, Phillips Pipe Line Company, and properly attributable against the contractor in said written contract of December 11, 1951, and the (3) reasonable attorney's fees to the defendant, Phillips Pipe Line Company, by reason of the breach by the plaintiffs and the additional defendant, Smith Contracting Corporation, of covenants of said written contract of December 11, 1951, is \$46,041.48; that (4) the amount due the plaintiffs and/or the additional defendant, Smith Contracting Corporation, or their respective assignees, for work actually performed under said written contract of December 11, 1951, but retained by the defendant, Phillips Pipe Line Company, is \$46,041.48; that the defendant, Phillips Pipe Line Company, has the right as against all other parties hereto and their respective successors and assigns, to continue to retain and hold said sum of \$46,041.48 as a setoff against the like sum of \$46,041.48 due it for said items (1), (2) and (3) above; that Phillips Pipe Line Company have and retain said sum of \$46,041.48 so retained by it free and clear of and from any right, title or claim of whatsoever nature as against all other parties hereto and their respective successors and assigns, in full and complete payment and satisfaction of said sum of \$46,041.48 herein adjudged to be due said defendant, Phillips Pipe Line Company, for said items (1), (2) and (3)

more; that the amount due the defendant, Phillips Pipe Line Company, is entitled to recover is \$47,041.46, being the sum of items (1), (2) and (3) above, less the sum of \$41,041.46, being the amount of item (4) above, plus the costs herein.

It is therefore hereby ORDERED, ADJUDGED and DECREED that the defendant, Phillips Pipe Line Company, is entitled to recover under the Judgment entered herein on February 2, 1959, upon the Amended Counterclaims and Amended Cross-Claims as against the plaintiff, J. Earl Smith and M. H. Donaho, d/o/a Smith-Donaho Contracting Company, a corporate entity, the additional defendant, Smith Contracting Corporation, a Texas corporation, and the additional defendant, Hartford Accident and Indemnity Company, a Connecticut corporation, jointly and severally, only the costs herein with interest at the legal rate of six per cent (6%) per annum from the date hereof.

It is further ORDERED, ADJUDGED and DECREED that this cause be held open and set for further hearing before this Court with respect only to and for the sole purpose of determining the following issues (5) the expenses, including reasonable attorney's fees of the additional defendant, Hartford Accident and Indemnity Company, incident to the subject action on the bond in which it is surety and (6) the expenses, including reasonable attorney's fees, of the third party defendant, Houston Fire and Casualty Insurance Company, incident to the subject action on the bond in which it is surety, both of said issues having been excepted upon the initial trial of this case and upon the further hearing of said matter upon the determination of said issues (1) to (4), inclusive, for determination subsequent to the determination of the rights and liabilities of the parties as adjudged in the Judgment entered herein on February 2, 1959 and as herein adjudged.

ENTERED this 25 day of February, 1955.

/s/ W. R. Wallace
United States District Judge

Findings of fact as to issues (1) to
(4), inclusive, stipulated and agreed
to and form of Judgment approved this
16th day of February, 1955.

GREEN & FREEMAN

By /s/ W. E. Green

FARMER, WOOLSEY, FLEPPA & BAILEY

By /s/ Robert J. Woolsey

Attorneys for the Plaintiffs and the
Additional Defendant, Smith Contracting
Corporation.

Findings of fact as to issues (1) to
(4), inclusive, stipulated and agreed
to and form of Judgment approved this
25th day of February, 1955.

/s/ Wm. J. Zeman
Wm. J. Zeman

Attorney for the Defendant, Phillips
Pipe Line Company.

Findings of fact as to issues (1) to
(4), inclusive, stipulated and agreed
to and form of Judgment approved this
15th day of February, 1955.

KOTHE & DEFF

By /s/ C. A. Kothe

Attorneys for the Additional Defendant,
Hartford Accident and Indemnity Company.

Findings of fact as to issues (1) to
(4), inclusive, stipulated and agreed
to and form of Judgment approved this
24th day of February, 1955.

LOONEY, WATTS, ROBEY, HANCOCK & NICHOLS

By /s/ C. J. Watts

Attorneys for Third Party Defendant,
Houston Fire and Casualty Insurance
Company.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

The Coots Apartments, Inc., a corporation;
Public Service Company of Oklahoma, a corporation;
Southwestern Bell Telephone Company,
a corporation; City of Tulsa, Oklahoma, a
municipal corporation; Murray R. Womble Com-
pany, a partnership, and E. B. Bruner,

Defendants.

NO. 3590 CIVIL

FILED

MAR - 8 1955

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

J U D G M E N T

NOW, on this 18th day of February, 1955, the above entitled matter coming on for hearing pursuant to regular assignment, the plaintiff, United States of America, appearing by B. Hayden Crawford, United States Attorney for the Northern District of Oklahoma, the defendant, The Coots Apartments, Inc., a corporation, appearing by its attorney, Primus C. Wade, the defendant, Murray R. Womble Company, a partnership, appearing by its attorney, Villard Martin, Jr., and the defendant, E. B. Bruner, failing to appear either in person or by his attorney, it is found by the court that this is a suit upon a promissory note and for foreclosure of a mortgage upon real estate securing the note, which real estate is located in the County of Tulsa, State of Oklahoma, within the Northern Judicial District of Oklahoma, and for foreclosure of a chattel mortgage executed as additional security for such promissory note, the items covered by the chattel mortgage also being located in the City of Tulsa, State of Oklahoma, within the Northern Judicial District of Oklahoma.

It is further found by the court that upon the motion of the plaintiff, United States of America, this action has been dismissed without prejudice as to the defendants, Public Service Company of Oklahoma, a corporation, Southwestern Bell Telephone Company, a corporation, and the City of Tulsa, a municipal corporation.

It is further found by the court that the defendant, The Coots Apartments, Inc., a corporation, has filed an answer to the complaint herein in which it admits the execution of the note and mortgage sued upon and that it became in default on April 1, 1954 and that there is a balance due on the note, the exact amount of such balance being unknown to the defendant, The Coots Apartments, Inc., a corporation.

The court further finds that the defendant, Murray R. Womble Company, a partnership, has filed its answer to the complaint herein, admitting all allegations of such complaint, except the allegation that plaintiff's lien on the real estate covered by the mortgage is superior to the lien of the defendant, Murray R. Womble Company, a partnership, and that this defendant has also filed a cross-claim against the defendant, The Coots Apartments, Inc., a corporation, to recover the sum of \$2,076.23, together with interest, costs and attorney's fees and alleging that such amounts are due it because of a judgment obtained in the District Court in and for Tulsa County, State of Oklahoma, on September 14, 1954 and alleging that such judgment is a valid lien on the real property involved herein and superior to the liens of all other parties to this action.

The court further finds that due and legal personal service of summons has been made upon the defendant, E. B. Bruner, in this state requiring that he answer the complaint filed herein in not more than twenty (20) days after the date of service of summons, September 10, 1954, and that the defendant, E. B. Bruner, has failed to answer the complaint or to otherwise plead herein or to appear at the hearing and he is, therefore, wholly in default and the defendant, E. B. Bruner, is thereupon adjudged to be in default.

And the plaintiff having introduced the testimony of witnesses sworn in open court, together with the note and mortgage sued on herein and the court being fully advised, finds that on July 18, 1950, the defendant, The Coots Apartments, Inc., a corporation, executed and delivered a mortgage note to Manufacturers Trust Company, a corporation, in the principal sum of \$203,450.00, bearing interest at the rate of $\frac{4}{8}$ % per annum and being due and payable in monthly installments. Subsequently, this mortgage note was duly assigned by Manufacturers Trust Company, a corporation, to Norman P. Mason, Washington, D.C., as acting Federal Housing Commissioner, his successors and assigns, and since such assignment by endorsement of the mortgage note the Federal Housing Administrator has been the owner and holder of this note; on July 18, 1950, for the purpose of securing payment of the note, the defendant, The Coots Apartments, Inc., a corporation, did execute and deliver to Manufacturers Trust Company, a corporation, a real estate mortgage covering the following described property, to-wit:

All of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22), Block Six (6), Coots Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the Recorded Plat thereof,

together with all fixtures, goods and chattels and articles of personal property owned by The Coots Apartments, Inc., a corporation, as are more particularly described in the real estate mortgage recorded in Book 2113, at pages 187-190 of the office of the County Clerk for Tulsa County, Oklahoma; on July 23, 1951, The Coots Apartments, Inc., a corporation, mortgagor, and Manufacturers Trust Company, mortgagee, entered into a modification agreement modifying the terms of the aforementioned mortgage with respect to the payment of the balance of the principal as shown by the modification agreement recorded in Book 2463, at pages 498-500 of the office of the County Clerk for Tulsa County, Oklahoma; on June 1, 1954, Manufacturers Trust Company, a corporation, assigned this mortgage to Norman P. Mason, as acting Federal Housing Commissioner, Washington, D.C., his successors and assigns, in exchange for debenture as provided in the National Housing Act, which assignment was duly recorded in Book 2467, pages 79-80 of the office of the County Clerk for Tulsa County, Oklahoma.

The court further finds that on October 3, 1951, the defendant, The Coots Apartments, Inc., a corporation, to further secure the payment of the indebtedness represented by the mortgage note aforementioned, executed in favor of Manufacturers Trust Company, a corporation, its chattel mortgage covering certain easily removable real estate items located in The Coots Apartments, Inc., a corporation, buildings of Tulsa, Oklahoma, as more particularly described in the chattel mortgage and Exhibit "A" attached thereto filed as Chattel No. 119824 on October 3, 1951 in the office of the County Clerk for Tulsa County, Oklahoma; on June 1, 1954, Manufacturers Trust Company, a corporation, assigned this chattel mortgage to Norman P. Mason, as acting Federal Housing Commissioner, Washington, D.C., his successors and assigns, which assignment was duly filed in the office of the County Clerk for Tulsa County, Oklahoma on June 3, 1954 as No. 329633.

The court further finds that the defendant, The Coots Apartments, Inc., a corporation, failed to meet the monthly installment due under the mortgages and mortgage note on April 1, 1954 and it became in default and that there is due from the defendant, The Coots Apartments, Inc., a corporation, to the plaintiff, United States of America, on the note and mortgages the sum of \$195,104.32 as unpaid principal on the note and the sum of \$7,548.76 as interest at 4% per annum from March 1, 1954 until the date of this judgment, February 18, 1955, together with the costs of this action.

The court further finds that all of the allegations and averments in the complaint of the plaintiff are true, except the allegations and averments in respect to the interests of the defendants, Public Service Company, a corporation, Southwestern Bell Telephone Company, a corporation, and the City of Tulsa, a municipal corporation, and the court makes no finding with respect to the allegations and averments as to these defendants in view of the dismissal without prejudice as to such defendants.

The court further finds that the plaintiff has a first and prior lien on the real estate and premises described in its complaint by virtue of its real estate mortgage as executed for the payment of such indebtedness, interest and costs, which property is described as follows, to-wit:

All of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Eighteen (18), Nineteen (19) Twenty (20), Twenty-one (21) and Twenty-two (22), Block Six (6), Coots Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the Recorded Plat thereof,

and the court finds, after hearing argument of counsel, that the lien of the defendant/cross-claimant, Murray R. Womble, a partnership, is subsequent, secondary and inferior to the mortgage lien of the plaintiff, United States of America.

The court further finds that the real estate mortgage contains the words "appraisal waived" and that, in addition, the defendant, The Coots Apartments, Inc., a corporation, has elected to waive appraisal.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff have and recover of and from the defendant, The Coots Apartments, Inc., a corporation, the sum of \$202,653.08, with interest on the principal sum of \$195,104.32 at the rate of 6% from this date, together with the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the defendant/cross-claimant, Murray R. Womble Company, a partnership, have and recover from the defendant, The Coots Apartments, Inc., a corporation, the sum of \$2,633.72, with interest on the principal sum of \$2,076.23 at the rate of 6% from this date, together with the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that in the event defendant, The Coots Apartments, Inc., a corporation, fails for six (6) months from the date of the entry of this judgment to pay the sum of \$202,653.03, with interest and the costs of this action as aforesaid to the plaintiff, that an order of sale shall issue to the United States Marshal for the Northern District of Oklahoma commanding him to advertise and sell according to law, without appraisal, the lands and tenements described in the mortgage, to-wit:

All of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22), Block Six (6), Coots Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the Recorded Plat thereof,

together with all fixtures, goods and chattels and articles of personal property owned by The Coots Apartments, Inc., a corporation, as are more particularly described in the mortgage recorded in Book 2113, at pages 187-190 of the office of the County Clerk for Tulsa County, Oklahoma, and in the chattel mortgage filed as Chattel No. 119824 in the office of the County Clerk of Tulsa County, Oklahoma, and to apply the proceeds arising from the sale as follows:

1. In payment of the costs of the sale and of this action;
2. In payment of any unpaid taxes due;
3. In payment to the plaintiff the sum of \$202,653.03, with interest on the principal sum of \$195,104.23 at the rate of 6% from this date;
4. In payment to the defendant/cross-claimant, Murray R. Womble Company, a partnership, the sum of \$2,633.72, with interest on the principal sum of \$2,076.23 at the rate of 6% from this date, together with the costs of this action, accrued and accruing;
5. The residue, if any, to be paid to the clerk of this court to await the further order of this court.

If the amount derived from the sale is insufficient to satisfy the judgment, interest and costs, execution may issue against the defendant, The Coots Apartments, Inc., a corporation, for the remainder unpaid.

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

151 Royal H. Savage
U.S. DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

By B. Hayden Crawford
B. Hayden Crawford
United States Attorney

THE COOTS APARTMENTS, INC., A CORPORATION

By Primus C. Wade
Primus C. Wade, Attorney for
The Coots Apartments, Inc., a corporation

MURRAY R. WOMBLE COMPANY, A PARTNERSHIP

By Martin, Logan, Finney & Moyers
By Villard Martin
Villard Martin, Jr., Attorneys for
Murray R. Womble Company, a Partnership

checks to the plaintiff herein.

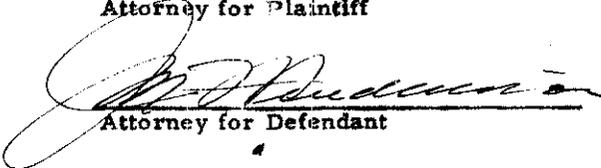
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED
BY THIS COURT that the plaintiff have and recover judgment of and as
against the defendant herein for the total sum of \$1,870.07; for all of which
let execution issue herein; the cost of the action to be taxed as against the
plaintiff herein.

151 Roger H. Savage
United States District Judge

APPROVED:



Attorney for Plaintiff



Attorney for Defendant

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

K. S. ADAMS,

Plaintiff,

vs.

C.L. HOYT,

Defendant.

CIVIL ACTION
No. 3678

FILED

MAR 7 1955

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

 O R D E R

Now on this 14th day of March, 1955, this matter having come on before the Court on Plaintiff's Motion to Remand Action to the District Court of Washington County, Oklahoma, on March 4, 1955; Plaintiff appearing by his attorneys of record and the Defendant appearing by his attorneys of record, and the Court, having heard argument of counsel and being fully advised in the premises, finds that said Motion should be sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED BY THE COURT that Plaintiff's Motion to Remand this cause of action to the District Court of Washington County, Oklahoma, be, and the same hereby is, sustained.

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

O.K.

15/ Holliman & Brewer
Attorneys for Plaintiff

15/ Frederick B. Apte

15/ Richard K. Harris
Attorneys for Defendant

Acknowledgment is made of the service of the above Order
and a copy thereof is acknowledged this _____ day of March, 1955.

Attorney for Defendant

Acknowledgment is made of the service of the above Order
and a copy thereof is acknowledged this _____ day of March, 1955.

Attorney for Defendant

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

THE EQUITY MUTUAL INSURANCE COMPANY,

Plaintiff,

vs.

MIDWEST WHOLESALE COMPANY, et al.,

Defendants.

No. 3625 Civil

D E C R E E

The above-entitled matter having come on for trial on the 17th day of February, 1955, and all parties appearing and having announced ready for trial, and the court having heard the evidence and argument of counsel, and being fully advised;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff, The Equity Mutual Insurance Company, be required to defend Midwest Wholesale Company, a co-partnership consisting of Edward J. Trainor and Florence L. Spreen, and H. E. Spreen, in Cause No. 88525, pending in the District Court of Tulsa County, State of Oklahoma, wherein Charles Ryburn, a minor, suing by Leon Ryburn, father and next friend, is plaintiff, and David Shcemaker, Midwest Wholesale Company, a co-partnership consisting of Edward J. Trainor, H. E. Spreen, and Florence L. Spreen, and Hubert Green are defendants, and that the Equity Mutual Insurance Company shall pay any judgment rendered therein which does not exceed the policy limits of the policy herein concerned.

IT IS FURTHER ORDERED that the costs of this action shall be assessed against plaintiff, The Equity Mutual Insurance Company.

Dated this 15th day of March, 1955.

W. Homer H. George
United States District Judge

APPROVED AS TO FORM:

By W. E. Green
Attorneys for Plaintiff

By J. W. Martin
Attorneys for Defendants, Charles Ryburn
and Leon Ryburn.

By Jack N. Hugel
Attorneys for Defendants, Midwest Wholesale
Company, et al.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 Shep Woodfork, Linda Woodfork,)
 Virgil L. Love, and Lillie Mae Love,)
)
 Defendants.)

Civil No. 3667

FILED

MAR 15 1955

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

J U D G M E N T

On this 15th day of March 1955, 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 the allegations of plaintiff's complaint are true; that on January 23, 1951, for a valuable consideration and in accordance with provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the sum of \$495.22 to the National Termite and Floorbracing Company; that on August 19, 1952, for a valuable consideration and in accordance with provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the sum of \$1,528.08 to All-State Home Improvement Company; that the defendants defaulted in the payment on each of the notes, and in accordance with the provisions of the Federal Housing Administration Act, the notes were assigned to this plaintiff; that there is now due and owing upon the first note the sum of \$284.51, plus interest at the rate of six per cent (6%) per annum from February 1, 1952; that there is now due and owing upon the second note the sum of \$900.60, plus interest at the rate of six per cent (6%) per annum from November 1, 1953.

The Court further finds that the plaintiff has filed herein an affidavit stating that none 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 notes were given for the purpose of paying for permanent improvements on property located at 2052 East Woodrow Place, Tulsa, Oklahoma, more particularly described as:

Lot 1, Block 8, Coats Second Amended 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, Shep Woodfork, Linda Woodfork, Virgil L. Love, and Lillie Mae Love, for the sum of \$284.51, plus interest at the rate of six per cent (6%) per annum from February 1, 1952, until paid in full, and for the further sum of \$900.60, plus interest at the rate of six per cent (6%) per annum from November 1, 1953, until paid in full, and for its costs, and for further judgment directing the levying of execution upon the above-described premises.

151 Royce H. Savage
United States District Judge

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

H. G. DARRON,)
Plaintiff,)
vs.) Civil No. 3559
CLYDE BROWN,)
Defendant.)

JUDGMENT

On this 16th day of March, 1955, this cause came on for hearing. Plaintiff appeared by his attorney, Floyd L. Rheam, and the defendant appeared in person and by his attorney, James O. Ellison, and both parties having announced ready for trial, a jury is waived, and the case by agreement is tried to the Court.

The defendant in open court confessed judgment in favor of the plaintiff, admitted that the plaintiff was the owner of and entitled to the possession of 79 head of cattle involved in this action and stated to the Court that he, the defendant, had disposed of said cattle and could not deliver the possession thereof to the plaintiff and agreed in open court that the value of said cattle was \$3,239.00. Plaintiff stated in open court that he had received the sum of Seven Hundred ninety three & 18/100 Dollars (\$793.18) and that the defendant was entitled to credit for said amount, and the defendant agreed that the plaintiff take judgment for the sum of Two Thousand Four hundred Forty Five & 82/100 Dollars (\$2445.82), and the costs of this action.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that plaintiff recover of defendant the sum of Two Thousand Four Hundred Forty Five & 82/100 Dollars (\$2445.82), and the costs of this action, and that plaintiff have execution therefore. The plaintiff and the surety on his Replevin Bond are released from any and all liability to be hereinafter incurred.

W. C. Taylor
JUDGE

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

JAMES HENRY LANGSTON, LUTHER LANGSTON,
and QUINTON ROOSEVELT LANGSTON, a partnership
d/b/a HENRY LANGSTON & SONS PRODUCE,

Plaintiffs,

-vs-

GEORGE ANDREW, NICHOLAS C. ANDREW,
CHRISTINA ANDREW, JOHN G. ANDREW,
and LOUIS G. ANDREW, individually and
as co-partners, d/b/a EXCHANGE PRODUCE
COMPANY.

Defendants.

No. 3652

ORDER GRANTING LEAVE TO DISMISS

This matter came on for hearing on plaintiffs' Application for Leave to Dismiss on this 10th day of March, 1955, at which time it was shown by the plaintiffs that all causes have been settled and compromised and that there exists no further issues or facts for determination between the plaintiffs and the defendants in this action.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED, that the plaintiffs be and they are hereby authorized to dismiss their action with prejudice to future actions upon the payment of accrued costs.

15/ Royce H. Savage

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

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

VERNON VOGEL

Defendant

vs.

No. 3659

HALLIBURTON OIL WELL CEMENTING COMPANY
Plaintiff

FILED

1955

FINAL JUDGMENT ENTERED PURSUANT TO ORDER
GRANTING MOTION FOR SUMMARY JUDGMENT.

A motion by the defendant above named for summary judgment in his favor dismissing the action, having been duly brought on to be heard and the Court having made an order pursuant thereto granting the defendants motion and the directing that judgment be entered herein in the defendant's favor dismissing this action with costs and disbursements, it is hereby

ORDERED, ADJUDGED AND DECREED that the complaint herein be and the same is hereby dismissed on the merits and that judgment be and is hereby entered in favor of defendant, Halliburton Oil Well Cementing Company and against plaintiff, Vernon Vogel and that the defendant have and recover his costs from the plaintiff.

Dated this the 16th day of Mar., 1955.

151 Royce H. Savage
United States District Judge.

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

Standard Magnesium Corporation,
a corporation, Plaintiff,)
)
 vs.)
)
 M. J. Cruse Manufacturing Company,
a corporation, Pipe Line Anode
Corporation, a corporation, D. M.
Curran, Yale W. Tetterington,
Hartley J. Davis, Hugh A. Brady,
Frank W. McNulty and Richard W.
Bussor, Defendants.)

Civil Action
No. 5596.

FILED
MARCH 1955

NOTED FOR FILING
MARCH 1955

STIPULATION FOR DISMISSAL WITH PREJUDICE

It is stipulated between the parties hereto that the
above cause shall be dismissed with prejudice to the filing of
any subsequent action. This dismissal shall be at Plaintiff's
cost.

Raymond C. ... and ...
By *Raymond C. ...*
Attorneys for Plaintiff

William J. Holloman
Joe Francis
Attorneys for Defendants

Pursuant to the above stipulation,
the above cause is dismissed with
prejudice, this 18th day of
March, 1955.

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

U.S. DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF CALIFORNIA

FILED

MAR 21 1955

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

CLEOPHUS SUTTON, et al. CEDAR
CREAK CEMENT COMPANY and BONNIE
GATHER, et al. LUMBER DEAL COMPANY,

Plaintiffs,

vs.

GEMSA LUMBER COMPANY CORPORATION,
A Delaware Corporation,

Defendant.

No. 3413
Consolidated with
Case No. 1072

JUDGMENT

Now on the 21st day of March 1955, plaintiffs and
defendant appearing by their respective counsel and the court
having on this date signed and filed with the clerk of the Court,
Findings of Fact and Conclusions of Law in this Case, in respec-
tance hereof,

IT IS, HEREBY, Ordered, Adjudged and Decreed that
plaintiffs have and recover from defendant the sum of \$42,712.61
with interest thereon at the rate of 6% per annum from date of
entry of this judgment; and the costs of both consolidated cases
are taxed one-half against plaintiffs and one-half against defend-
ant.

/s/ MICHAEL H. SAVAGE
United States District Judge

Approved as to form:

/s/ Alex E. White

/s/ Truman E. Ruelke
Attorneys for plaintiffs

/s/ Stanley D. Carphell

/s/ Wm. B. Latta

/s/ Forest V. Briggs
Attorneys for defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

No. 3683 Civil

13 bags, more or less, each containing 25
pounds and 61 bags, more or less, each
containing 50 pounds of an article labeled
in part: (bag) "*** Prize Taker Fancy Short
Patent All Purpose Bleached Flour Enriched
Phosphated ***"; 10 bags, more or less, of
an article labeled in part: (bag) "*** L
Malt *** 80 Lbs. net ***"; 9 cases, more or
less, each containing 24 packages of an arti-
cle labeled in part: (pkg) "Net Weight 14
Oz. Skinner's De Luxe Enriched Shell Macaroni
***" and 9 cases, more or less, each contain-
ing 24 packages of an article labeled in
part: (pkg) "Net Weight 14 Oz. Skinner's De
Luxe Enriched Large Elbow Macaroni ***",

Claimant.

D E C R E E

On March 2, 1955, 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 (flour) rodent urine, (flour and malt) rodent excreta, and (macaroni) insects, and within the meaning of 342(a)(4) in that it has been held under insanitary conditions whereby it has 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. And it further appearing to the court that the 13 bags, more or less, each containing 25 pounds and 61 bags, more or less, each containing 50 pounds of an article labeled in part: (bag) "*** Prize Taker Fancy Short Patent All Purpose Bleached Flour Enriched Phosphated ***"; 9 cases, more or less, each containing 24 packages of an article labeled in part: (pkg) "Net Weight 14 Oz. Skinner's De Luxe Enriched Shell Macaroni ***" and 9 cases, more or less, each containing 24 packages of an article labeled in part: (pkg) "Net Weight 14 Oz. Skinner's De Luxe Enriched Large Elbow Macaroni ***" has already been properly destroyed.

NOW, THEREFORE, on motion of E. Hayden Crawford, United States Attorney for the Northern District of Oklahoma, 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 10 bags, more or less, of an article labeled in part: (bag) "*** L Malt *** 80 Lbs. net ***" 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 rodent excreta and in that it has been held 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.

DATED this 22nd day of March, 1955.

ROYCE H. SAVAGE
U. S. DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT,
NORTHERN DISTRICT OF OKLAHOMA

CITY OF TULSA, OKLAHOMA,
a municipal corporation,

Plaintiff,

-vs-

TULSA CITY LINES, INC., a
Delaware Corporation,

Defendant.

CIVIL 3459

FILED

MAR 28 1956

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

DISMISSAL

WHEREAS, on the 30th day of September, 1954, said plaintiff by its attorney, R. K. McGee, and said defendant by its attorney, Truman Rucker, appeared and it appearing that the defendant's motion to dissolve the injunction should be sustained. It is ordered by this Court that this cause be, and the same hereby is dismissed without prejudice to plaintiff's right to bring a new action in its behalf.

(5) James H. Swann
Judge of the United States District
Court for the Northern District of
Oklahoma

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

PAUL K. HEERWAGEN,

Plaintiff

vs.

OWENS-CORNING FIBERGLAS CORPORATION,

Defendant.

Civil Action No. 3534

FILED

MAR 29 1955

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

J U D G M E N T

This action came on to be tried before the Court,
and the evidence adduced by the parties having been heard,
and the Court having made its findings of fact and conclusions
of law, it is hereby

ORDERED, ADJUDGED AND DECREED that the complaint
herein be and the same is hereby dismissed on the merits, with
costs to the defendant.

ROYCE H. SAVAGE
United States District Judge

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

CLAUDE MARTIN,

Plaintiff,

vs.

FRANK GALLUP, d/b/a Reliable
Wiping Cloth Company,

Defendant.

NO. 3671 - Civil.

FILED

MAR 29 1955

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

JUDGMENT

WHEREAS, the defendant herein has heretofore filed a motion to dismiss and has now attached thereto an affidavit of Paul R. Hodgson in accordance with Rule 56B of the Rules of Civil Procedure, and the Court has agreed to consider such motion and affidavit as a motion for summary judgment, and the Court now finds that the defendant is entitled to a summary judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED That the defendant's motion for summary judgment be and the same is hereby granted, and that the plaintiff have and recover nothing by his suit.

Dated this 29th day of March, 1955.

s/ ROYCE SAVAGE
JUDGE

Approved:

s/ A. D. Nelson
Attorney for Plaintiff

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

W. H. KEASLER and
REBECCA A. KEASLER,)
)
) Plaintiffs)
)
 Vs.)
)
 W. F. HORSTING, JR.,)
) Defendant,)
 and)
)
 STANOLIND OIL PURCHASING CO.,)
) Garnishee.)

NO. 3525 ✓

FILED
APR 1 1955
NOBLE C. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT

Now on this 1st day of April, 1955, this cause comes on for hearing on the Motion of the Plaintiffs for entry of judgment for failure to comply with the previous judgment of the court and on the amended motion for judgment, Plaintiffs appeared by Robert J. Woolsey, one of Plaintiffs' Attorneys, and the Defendant, W. F. Horsting, Jr. appeared by one of his Attorneys, Villard Martin, Jr., and the court having considered said Motion finds that the Defendant has failed to develop the drilling program as required by said judgment and has failed to re-assign to the Plaintiffs the non-producing acreage, the court finds that the non-producing acreage consists of 150 acres and that the Defendant, W. F. Horsting, Jr. should pay Plaintiffs \$25.00 per acre or a total sum of \$3,750.00.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiffs, W. H. Keasler and Rebecca A. Keasler, have and recover judgment against the Defendant, W. F. Horsting, Jr., in the sum of \$3,750.00 and for their costs herein laid out and expended.

By Royal H. Savage
JUDGE

ACCEPTED AS TO FORM:

Robert J. Woolsey
Attorney for Plaintiffs

Villard Martin, Jr.
Attorney for Defendant

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

RUSSELL MAGUIRE,

Plaintiff,

vs.

SOUTH CHESTER TUBE COMPANY,
a corporation,

Defendant.

NO. 3538-CIVIL

FILED

APR - 5 1955

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

J U D G M E N T

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

1. Plaintiff shall take nothing upon his Complaint
against the Defendant and his Complaint is dismissed upon
the merits.

2. Defendant shall have and recover its costs against
the Plaintiff.

Dated at Tulsa, Oklahoma, this day of April, 1955.

151 Royce H. Savage
United States District Judge

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

Citizens Casualty Company of
New York, a corporation,

Plaintiff,

vs.

E. W. Hall, dba E. W. Hall
Trucking Service,
Roy Neal Inman,
and Hall, Inc., an Oklahoma
corporation,
insurer's indemnity and in-
surance company, an Oklahoma
corporation, and
E. W. Remora,

Defendants.

No. 3579 Civil.

FILED

APR - 4 1955

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

MINUTES OF FACT, CONCLUSIONS OF LAW, AND
JUDGMENT.

This matter comes regularly on for hearing pursuant to assignment for oral argument and decision upon the respective motions of the parties for summary judgment, on this 29th day of March, 1955, the pre-trial of the case having heretofore been held on November 12, 1954, at which time said motions for summary judgment were taken under advisement with directions to the parties to submit written briefs, which has been done. The parties appeared by their respective counsel, including Earl Foster, Esq., personal counsel for E. W. Hall, Inc., as distinguished from counsel provided for by its insurer, but excepting defendant Roy Neal Inman whom the Court finds and adjudges to be in default of both plea and appearance at all times herein, through counsel and personally derived with reasons. The parties appearing agreed that the case should be submitted to the court for decision upon the facts and law, upon the admissions in the various pleadings, and stipulations made and agreed

exhibits, and to make findings of fact and conclusions of law and to render judgment thereon.

Thereupon the Court, upon consideration of the same and the briefs of the parties, makes the following findings of fact and conclusions of law, with its judgment thereon.

FINDINGS OF FACT.

The Court makes the following findings of fact:

(1) The Court finds the facts as stipulated to herein by the parties in the written stipulation filed on November 8, 1954, and that there is a diversity of citizenship existing between the plaintiff and the defendants in this case which involves more than \$3,000.00, exclusive of interest and costs, and this Court has jurisdiction of the parties and the subject matter. Effective from December 8, 1953 to December 8, 1954, plaintiff issued its policy no. 112-5957 to defendant A. B. Hall, a true copy of which is attached as Exhibit A to plaintiff's complaint, which policy during such period extended automobile liability coverage to the various motor vehicles operated by the insured in the occupation of the insured described in said policy.

(2) Effective from June 1, 1953 to June 1, 1954, defendant insurer's Indemnity and Insurance Company issued its policy to defendant Red Ball, Inc., a true copy of which is attached as Exhibit B to the answer of Red Ball, Inc., and insurer's Indemnity and Insurance Company, covering the motor vehicular operations of Red Ball, Inc., as a carrier for hire under certificates from the Interstate Commerce Commission and the Oklahoma Corporation Commission and other state public service agencies. To this policy there was attached an

endorsement covering hired motor vehicles which provided coverage of motor vehicles hired or leased by Red Ball, Inc., and used in its business as a common carrier in the transportation of freight.

(3) On March 15, 1954, defendant E. L. Hall by a written lease and operating agreement, a true copy of which is attached as Exhibit A to the answer of defendant Red Ball, Inc., and insurer's indemnity and insurance company, leased to Red Ball, Inc., an international truck for a trip from Sapulpa, Oklahoma to Denver, Colorado, which lease, among other things, provided in Paragraph 1:

"E. L. Hall, hereinafter termed the lessor, hereby leases and delivers complete possession and control to Red Ball, Inc., of the following equipment",

then follows the description of the leased motor vehicle; and provided in Paragraph 5, that:

"It is further understood and agreed that while the foregoing equipment is under the direction and control of Red Ball, Inc., it shall be operated only by the lessor or his representative while in the employ of Red Ball, Inc.";

and in Paragraph 7 further provided that:

"Red Ball, Inc., further agrees to procure liability and property damage and cargo insurance as requested by law but no fire, theft, or collision insurance on equipment described above".

(4) On March 16, 1954, the aforesaid international truck belonging to defendant E. L. Hall and covered by his policy while operated in his business, was involved in an accident on U. S. Highway 64 in Noble County, Oklahoma, with a Chevrolet truck occupied by defendant E. L. Rogers, resulting in injuries to Rogers for which he instituted an action in the State District Court of Tulsa County, Oklahoma, Case No. 87,952, captioned E. L. Rogers, Plaintiff, vs. Red Ball, Inc., a

corporation, A. L. Hall, dba A. L. Hall Trucking Service, and Roy Neal Inman, defendants, for the recovery of damages in the total amount of \$57,000.00, which case is now pending.

(5) Said international truck was at the time of the accident leased to the defendant Red Ball, Inc., under the lease agreement aforesaid, exhibit A to the answer of Red Ball, Inc., and was being driven by defendant Roy Neal Inman. In this connection the Court finds that Inman was in the general employ of defendant A. L. Hall at the time of the accident, but in the special employ of defendant Red Ball, Inc., at such time, was its agent and servant and under its dominion, supervision and control; that at the time of the accident defendant A. L. Hall had no right of control over defendant Roy Neal Inman in connection with the operation of said leased truck. At the time of the accident, Roy Neal Inman was acting within the course of his employment as a special employee of Red Ball, Inc., which was responsible and liable for his negligent actions, if any, and for which defendant A. L. Hall has no responsibility or liability.

(6) The policy of defendant insurer's indemnity and insurance company aforesaid was in force upon said international truck at the time of the accident, and covered defendant Red Ball, Inc., the named insured, in the operation of such vehicle at such time, and it is obligated to defend the aforesaid state court lawsuit and pay any judgment rendered therein against Red Ball, Inc., within its policy limits. Its policy did not cover defendant Roy Neal Inman in connection with such accident, and it has no obligation to him.

(7) The coverage of the policy issued by plaintiff to defendant A. L. Hall aforesaid upon said international truck was

suspended during the period of said lease and at the time of the accident, and did not cover A. A. Hall or any other person at the time of and in connection with such accident. Furthermore, the policy had no so-called omnibus or permissive-user clause and did not cover the driver Roy Neal Inman under any circumstances.

(8) The Court finds that plaintiff's complaint and the claim set forth therein is well taken, and the relief therein prayed for should be granted.

(9) The Court finds that the cross claim of defendant A. A. Hall against the defendants A. D. Leathers and Red Rail, Inc., and Insuror's Incoerity and Insurance Company, is well taken and the relief therein prayed for, adjudicating that he was not responsible for the acts of the driver Roy Neal Inman at the time of the accident, should be granted.

CONCLUSIONS OF LAW.

Upon the foregoing findings of fact, the Court makes the following conclusions of law:

(1) The Court has jurisdiction of the parties and of the subject matter.

(2) Said international truck was at the time of the accident leased to the defendant Red Rail, Inc., under the lease agreement aforesaid, Exhibit A to the answer of Red Rail, Inc., and was being driven by defendant Roy Neal Inman. In this connection the Court concludes that Inman was in the general employ of defendant A. A. Hall at the time of the accident, but in the special employ of defendant Red Rail, Inc., at such time, was its agent and servant and under its domination, supervision

and control; and at the time of the accident defendant A. L. Hall had no right of control over defendant Roy Neal Inman in connection with the operation of said leased truck. At the time of the accident, Roy Neal Inman was acting within the course of his employment as a special employee of Red Ball, Inc., which was responsible and liable for his negligent actions, if any, and for which defendant A. L. Hall has no responsibility or liability.

(3) The policy of defendant insurer's insolvency and insurance company aforesaid was in force upon said international truck at the time of the accident, and covered defendant Red Ball, Inc., the named insured, in the operation of such vehicle at such time, and it is obligated to defend the aforesaid State Court law suit and pay any judgment rendered therein against Red Ball, Inc., within its policy limits. Its policy did not cover defendant Roy Neal Inman in connection with such accident, and it has no obligation to him.

(4) The coverage of the policy issued by plaintiff to defendant A. L. Hall aforesaid upon said international truck was suspended during the period of said lease and at the time of the accident, and did not cover A. L. Hall or any other person at the time of and in connection with such accident. Furthermore, the policy had no so-called omnibus or permissive-user clause and did not cover the driver Roy Neal Inman under any circumstances.

(5) The Court concludes that plaintiff has no obligation or liability to the defendants, or any of them, on account of the aforesaid accident under its aforesaid insurance policy; and that plaintiff's complaint and the claims set forth therein are well taken, and the relief therein prayed for should be granted.

(6) The Court concludes that the cross claim of defendant A. L. Hall against the defendants W. W. Leaders and Red Hall, Inc., and insurer's Inequity and Insurance Company, is well taken and the relief therein prayed for, adjudicating that he was not responsible for the acts of the driver Roy Neal Inman at the time of the accident, should be granted.

JUDGMENT.

It is ordered, judgment, according to the findings by the Court, upon the foregoing findings of fact and conclusions of law, which are by this reference made a part hereof, that:

(1) At the time of the occurrence of the aforesaid accident on March 16, 1954, policy No. 818-5957 issued by plaintiff, Citizens Casualty Company of New York, to defendant, A. L. Hall, Exhibit A to the complaint, did not cover the international truck of A. L. Hall aforesaid involved in the accident, and its use, and plaintiff has no liability or obligation to the defendants, A. L. Hall, dba A. L. Hall Trucking Service, Roy Neal Inman, Red Hall, Inc., an Oklahoma corporation, insurer's Inequity and Insurance Company, an Oklahoma corporation, and W. W. Leaders, or any of them, in connection with said accident or any claim or law suits now pending or hereafter arising therefrom; and that judgment be and is hereby rendered in favor of the plaintiff and against the defendants on the complaint herein.

(2) Defendant A. L. Hall was not responsible for the actions of defendant Roy Neal Inman in connection with the operation of the international truck involved in the accident with defendant W. W. Leaders on March 16, 1954, and is not liable to the defendants, or any of them, therefore, the said Roy Neal Inman being the agent and servant of defendant Red Hall, Inc.,

in connection with the operation of such truck at the time of said accident.

(3) Defendant Insurer's Indemnity and Insurance Company's policy aforesaid, exhibit B to the answer of Red Ball, Inc., does not cover defendant Roy Keel Insan in connection with said accident, and it has no obligation to him on account thereof under its policy, and is not obligated to defend him in said State Court action or to pay any judgment therein that may be rendered against him.

(4) Defendant Insurer's Indemnity and Insurance Company's policy aforesaid, exhibit B to the answer of Red Ball, Inc., does cover Red Ball, Inc., its named insured, in connection with said accident and State Court law suit arising therefrom, and it is obligated to defend Red Ball, Inc., therein and to pay any judgment that may be rendered against it within the limits of its policy.

(5) The costs of this action are assessed against the defendant Red Ball, Inc., Insurer's Indemnity and Insurance Company and its officers.

Done at Tulsa, Oklahoma, this 4th day of April, 1955.

W. Royce H. Savage
JUDGE.

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

Lawrence Diehl,

Plaintiff

vs.

Phillips Petroleum Company,
a corporation,

Defendant

ORDER

No. 3654 Civil

FILED

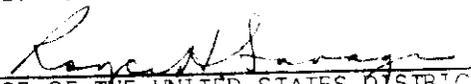
APR - 5 1955 7/11

NORTHERN DISTRICT OF OKLAHOMA
CLERK OF COURT

Now on this 1st day of April, 1955, this matter came on to be heard upon the motion of the defendant herein to dismiss and upon notice therefor. The parties appeared by their counsel, the plaintiff being represented by Fred Tillman, of the firm of Tillman & Tillman, of Pawhuska, Oklahoma, and the defendant and movant by Sanders & McElroy, Tulsa, Oklahoma.

The defendant presented their motion to dismiss in this matter and the same was argued to the court by the respective parties. Thereupon, the plaintiff, Lawrence Diehl, moved the court to dismiss the cause of action against the defendant for the reason and on the ground that the same was timely and that there had been no answer, intervention, or other pleading asking affirmative relief filed in said cause and that said motion to dismiss was proper and well taken. The court thereupon authorized the dismissal of this case without prejudice at the cost, if any, of the plaintiff. IT IS SO ORDERED.

WITNESS my hand as such Judge of the Northern District of Oklahoma this 5th day of April, 1955.


JUDGE OF THE UNITED STATES DISTRICT
COURT IN AND FOR THE NORTHERN DIS-
TRICT OF OKLAHOMA.

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF

OKLAHOMA

ROSEMARY JUNE YOHO,

Plaintiff,

vs.

AGNES MARY YOHO, and
United States of America,

Defendants.

Case No. 3573

FILED

APR 11 1955

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

J U D G M E N T

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that AGNES MARY YOHO is the beneficiary of National Service Life Insurance Policy No. XC5044095; that ROSEMARY JUNE YOHO has no interest therein, and that the Veterans Administration make payment of Agnes Mary Yoho of the benefits under the above mentioned policy.

Dated as of this 21st day of February, 1955.

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

APPROVED:

181 E. P. [Signature]
Attorney for Plaintiff.

182 Charles [Signature]
Attorney for Defendant.

183 B. Hayden Crawford
United States District Attorney.

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

ROSEMARY JUNE YOHO,

Plaintiff,

vs.

AGNES MARY YOHO, and
United States of America,

Defendants.

Case No. 3573

FILED

APR 11 1955

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

J U D G M E N T

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that AGNES MARY YOHO is the beneficiary of National Service Life Insurance Policy No. XC5044095; that ROSEMARY JUNE YOHO has no interest therein, and that the Veterans Administration make payment of Agnes Mary Yoho of the benefits under the above mentioned policy.

Dated as of this 21st day of February, 1955.

s/ Royce H. Savage

Judge of the United States District
Court for the Northern District of
Oklahoma.

APPROVED:

15/ E. P. Lockfey
Attorney for Plaintiff.

18/ Charles B. ...
Attorney for Defendant.

19/ B. Hayden Bradford
United States District Attorney.

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

The Noble-Pisher Company,

Plaintiff,

-vs-

Neckert Corporation,

Defendant.)

No. 3466-Civil

FILED

APR 12 1935

ORDER OF DISMISSAL

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

Now on this 12th day of April, 1935, this matter coming on for hearing upon the Stipulation for Dismissal heretofore filed in this court by plaintiff and defendant, and it appearing to the court from said stipulation that the controversy complained of in this court in this case has heretofore been disposed of and that the parties have stipulated for a dismissal of this cause, and the court being fully advised in the premises and pursuant to said stipulation;

It is ordered, ADJUDGED AND DECREED that the above entitled cause be and the same is hereby dismissed without cost to either party against the other, each party to bear the cost by it incurred in this case.

It is further ordered that the garnishment heretofore had and served upon garnishee, Fidelity and Deposit Company of Maryland, be and the same is hereby quashed and held for naught and said garnishee is released and discharged of and from all liability of every kind and character under said garnishment.

19 Royce H. Savage
Judge

APPROVED:

John R. Hallan
Attorney for Plaintiff

Arthur H. ...
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOUISE BECK, nee FINNELL,
Chelsea, Oklahoma,

Defendant.

No. 3570 Civil

FILED

APR 14 1955

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

ORDER OF DISMISSAL

Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure and a Dismissal filed by the United States Attorney for the Northern District of Oklahoma in the above styled cause,

IT IS HEREBY ORDERED that the above styled cause be dismissed as to all parties of record.

Dated this 14th day of April, 1955.

Royce H. George
UNITED STATES DISTRICT JUDGE

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

C. R. SMITH,)
)
 Plaintiff,)
)
 v)
)
 M. J. CROSE MANUFACTURING)
 CO. ET AL,)
)
 Defendants.)

No. 3586

FILED

APR 14 1955

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

O R D E R

Now on this 31st day of March, 1955, the above entitled cause coming on regularly to be heard and after consideration of all the evidence by the plaintiff and after plaintiff's resting his case, upon defendants' motion to dismiss the action because of non-infringement of patent No. 2, 632, 417 in suit by any device manufactured and sold by either of the defendants herein, it is hereby ordered and adjudged that there is no infringement of patent No. 2, 632, 417 in suit of the devices introduced in evidence and the action be dismissed with cost to the plaintiff.

⑤ Joyce A. Savage
U. S. District Judge

Date:

April 14, 1955

APPROVED AS TO FORM:

[Signature]
Attorneys for Plaintiff

[Signature]
Attorneys for Defendant

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

James P. Mitchell, Secretary of Labor,
United States Department of Labor,

Plaintiff,

vs

W. C. Hale and George Stoots, individually
and as partners d/b/a SHALLOW RUN MINING
COMPANY,

Defendants.

No. 3643-Civil

FILED

APR 18 1955

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

FINDINGS OF FACT AND JOURNAL ENTRY

Now this 11th day of April, 1955, same being a judicial day of said Court, this cause comes on for trial on the plaintiff's petition and the answer of the defendant, W. C. Hale. The plaintiff and the defendant, W. C. Hale, appear in person and by their attorneys of record and waived trial by jury and announce ready for trial. Thereupon, the attorneys for the respective parties litigant made their opening statements to the Court, witnesses were sworn, and the plaintiff introduced his testimony and rested. Thereupon, the defendant introduced his testimony and rested and both sides finally closed. The Court having examined the pleadings and proceedings, having heard the evidence and being well advised in the premises finds the facts as follows, towit:

FINDING 1. The Court finds that prior to December 29, 1952, George Stoots and Harold Yoast were partners engaged in mining lead and zinc ores on the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ -NE $\frac{1}{4}$), Section 23, Township 29 North, Range 23 East of the Indian Meridian, Ottawa County, Oklahoma, and that said partnership did, about the first of December, 1952, employ plaintiff to watch their properties on said lands when they had high grade ore on the surface of the ground, but not to exceed

one or two nights each week, for which they agreed to pay plaintiff \$20.00 per week.

FINDING 2. That on or about December 29, 1952, defendant, W. C. Hale, bought the undivided one-half interest of Harold Yoast in said partnership, and thereafter, down to March 17, 1953, George Stoots and W. C. Hale operated said mining property as partners.

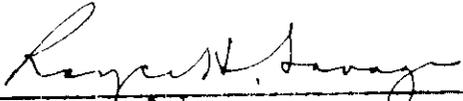
FINDING 3. The Court finds that during the whole period of plaintiff's employment aforesaid, the defendants were engaged in commerce within the purview and meaning of the Fair Labor Standards Act of Congress.

FINDING 4. The Court finds that plaintiff watched for the defendants, Stoots and Hale, down to April 9, 1953, during the same hours and under the same contract of employment and for the same wage as that under which plaintiff was employed originally by George Stoots and Harold Yoast.

FINDING 5. The Court finds that within a few days after December 29, 1952, the defendant, Hale, moved a trailer house on said mining lease and thereafter the plaintiff occupied said trailer house as a place of residence, and the defendant, Hale, furnished said plaintiff gasoline and propane for use in said trailer house from on or about January 1, 1953, to April 9, 1953; that during said period of time the plaintiff accepted in payment of his services as watchman the sum of \$20.00 per week without objection and without demanding additional payment for his alleged services as watchman, and that by reason of the payment to him at the rate of \$20.00 per week, and the use of said trailer house and services, the plaintiff has been paid in full for his services as watchman for defendants herein, and that no violation of the Fair Labor Standards Act has been committed by the defendants or either of them.

IT IS THEREFORE ADJUDGED AND DECREED that plaintiff's action

be and the same is hereby dismissed and that plaintiff take
nothing by reason thereof.



Judge

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

MATILDA HINES,

Plaintiff,

-vs-

FRED JONES COMPANY, an Oklahoma corp.,
LOUIS M. JONES AND REX A WANN, d/b/a
CREEKMORE MOTOR SERVICE AND REX A. WANN,

Defendants.

No. 3598 Civil

FILED

APR 19 1955

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

ORDER GRANTING MOTION FOR SUMMARY JUDGMENT

The motion of the defendant, Fred Jones Company, an Oklahoma corporation, for summary judgment pursuant to rule 56 (56-c) of the Rules of Civil Procedure, having been presented, and the court being fully advised,

The court finds that the defendant, Fred Jones Company, an Oklahoma corporation, is entitled to a summary judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendant's motion for summary judgment be, and the same hereby is granted, that the plaintiff have and recover nothing by their suit, that the defendant, Fred Jones Company, an Oklahoma corporation, go hence without delay, and that defendant recover its costs and charges in this behalf expended and have execution therefor.

Enter:

Dated this 14th day of April, 1955.

Noble C. Hood
Judge of the United States District
Court for the Northern District of
Oklahoma

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA.

United States of America,

Plaintiff,

vs.

Toy M. Pitts

(Depew, Oklahoma,

Defendant.

No. 3505 Civil

FILED

APR 22 1955

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

ORDER OF DISMISSAL

Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure
and a Dismissal filed by the United States Attorney for the Northern Dis-
trict of Oklahoma in the above styled cause,

IT IS HEREBY ORDERED that the above styled cause be dismissed as
to all parties of record.

Dated this 22nd day of April, 1955.

131 Royce H. Savage
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

National Bank of Tulsa,
a National Banking Association,

Plaintiff,

vs.

Earl R. Wiseman,
Director of Internal Revenue,

Defendant,

J. A. Frates, Jr., Receiver,

Intervenor.

Civil No. 3641

FILED

APR 22 1955

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

J U D G M E N T

NOW, on this 22nd day of April 1955, upon trial of this cause
and pursuant to the Findings of Fact and Conclusions of Law filed herein,

IT IS ORDERED, ADJUDGED, AND DECREED that the \$5,011.69, now in
possession of plaintiff, be paid over to intervenor.


United States District Judge

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

The American Hospital and Life
Insurance Company, a corporation,
Plaintiff,

vs.

Mrs. Louise Rebholz; and
Wyoma Jean McCoy,

Defendants.

No. 3680-Civil

FILED

APR 23 1955

FRANK D. HODD
Clerk of Court

ORDER AND DECREE ON PRE-TRIAL

NOW, on this 18th day of April, 1955, this cause comes on for pre-trial hearing before the Honorable Royce H. Savage, Judge of said Court. Plaintiff, The American Hospital and Life Insurance Company, a corporation, is represented by its counsel of record, E. H. Carey. Defendant, Mrs. Louise Rebholz, is present in person and represented by her counsel of record, H. F. Fulling; and defendant, Wyoma Jean McCoy, is represented by her counsel of record, James E. Coppedge. By agreement of the parties and their counsel of record, and upon consideration of the pleadings and admissions made therein, as well as certain items of evidence introduced at the pre-trial hearing, and being otherwise fully and completely advised in the premises, the Court finds:

(1) That plaintiff properly brought and instituted this action of interpleader in the United States District Court for the Northern District of Oklahoma under the provisions of Title 28, U. S. C., Sections 1335, 1397 and 2371, against the defendant, Mrs. Louise Rebholz, a citizen of the State of Oklahoma, and the defendant, Wyoma Jean McCoy, a citizen of the State of Wyoming, and each of them, and deposited in the Registry of the Court the total obligation of plaintiff under

Certificate of Insurance No. 242, issued under Group Policy No. 175, on the life of Clifford Walton Kidd (being one and the same person as Clifford W. Kidd), irrespective of the number of claimants thereto, to wit: the sum of \$1,000.00, plus interest at the legal rate from November 6, 1954, the date of insured's death, to date of filing Complaint herein, in the sum of \$18.08, or a total deposited in the Registry of the Court of \$1,018.08.

(2) That due and regular service of process was had upon defendants above named, and each of them, and that said defendants, and each of them, have appeared generally herein and have filed interplea and answers, and have in all respects submitted themselves to the jurisdiction of this Court. That the Court, therefore, has before it all adverse claimants, to wit: Defendants herein, and each of them, to the fund so paid by plaintiff into the Registry of the Court to abide the order and judgment of the Court, and that the Court has jurisdiction of the subject matter and has obtained jurisdiction of the parties, and is empowered to enter appropriate orders and judgment herein.

(3) That plaintiff should be released and forever discharged from any and all liability to defendants above named, or either of them, and as against the whole world, under said insurance Certificate No. 242, issued under Group Policy No. 175, by plaintiff on the life of Clifford Walton Kidd, now deceased; that out of the fund on deposit with the Registry of the Court plaintiff's counsel B. H. Carey, should be allowed an attorney's fee of \$100.00, plus reimbursement for Clerk's fees, Marshal's fees and travel expenses in the sum of \$65.24, as shown by itemized statement attached hereto as "Plaintiff's Exhibit AA", or a total allowance to B. H. Carey for attorney's fees, costs and expenses of \$165.24; and that the defendants, as adverse claimants to the fund on deposit in the Registry of the Court, should be required to litigate between themselves as to the

balance of said fund in this pending action, and that said defendants should be permanently and forever enjoined from instituting or prosecuting any other proceeding or action against plaintiff in any State or United States Court for recovery on said insurance Certificate and Group Policy, or of said fund now before the Court.

In view of the above and foregoing, the Court concludes as a matter of law, and IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

(a) That plaintiff, The American Hospital and Life Insurance Company, a corporation, should be and is hereby forever released and discharged from any and all liability to defendants, Mrs. Louise Rebholz, and Wyoma Jean McCoy, or either of them, and as against the whole world, under said insurance Certificate No. 242, issued under Group Policy No. 175, by plaintiff on the life of Clifford Walton Kidd (being one and the same person as Clifford W. Kidd), now deceased.

(b) That out of the fund of \$1,018.08 on deposit with the Registry of this Court, there should be and is hereby allowed to plaintiff the costs of this action incurred to date, which includes an attorney's fee to its counsel, B. H. Carey, in the sum of \$100.00, plus reimbursement for Clerk's fees, Marshal's fees and traveling expenses in the sum of \$65.24, as shown by itemized statement attached hereto as "Plaintiff's Exhibit AA"; and the Clerk of the Court should be and is hereby ordered, authorized and directed to draw check on the fund on deposit in the Registry of this Court for the above stated allowances payable to B. H. Carey, 725 Cravens Building, Oklahoma City, Oklahoma, for the sum of \$100.00 attorney's fees, plus the sum of \$65.24, as reimbursement for Clerk's fees, Marshal's fees, and traveling expenses, or the total sum of \$165.24.

(c) That the defendants above named, and each of them, as adverse claimants to the fund on deposit in the Registry of the Court, should be and are hereby required to litigate between themselves as to the balance of said fund in this pending action; and that said defendants, and each of them, and anyone claiming by, through or under them, should be and are hereby permanently and forever enjoined and restrained from instituting or prosecuting any other proceeding or action against plaintiff in any State or United States Court for recovery on said insurance Certificate and Group Policy, or of said fund now before the Court.

(Sgd.) Royce H. Savage
United States District Judge

**ITEMIZED STATEMENT OF TRAVEL EXPENSES,
COURT COSTS AND MARSHAL'S FEES INCURRED
ON BEHALF OF PLAINTIFF**

1. February 23, 1955, cost deposit with
Clerk of Court, - - - - - \$15.00

 2. February 23, 1955, total Marshal fees
for service on defendant Rehbolds in
Tulsa County, and for service on
defendant McCoy at Casper, Wyoming, - - - \$14.40

 3. February 23, 1955, travel expense by
automobile by counsel for plaintiff from
Oklahoma City to Tulsa and return, in
filing interpleader action, and in
obtaining order of Court — 216 miles
at 7¢ per mile, plus \$2.80 Turner
Turnpike toll fare, - - - - - \$17.92

 4. April 18, 1955, travel expense by
automobile by counsel for plaintiff from
Oklahoma City to Tulsa and return, in
attending Pre-Trial Hearing — 216 miles
at 7¢ per mile, plus \$2.80 Turner
Turnpike toll fare, - - - - - \$17.92
- TOTAL - - - - - \$65.24

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

ROXANA WOODS,

Plaintiff

vs

No. 3675

JAMES W. WOODS,

Defendant

FILED

APR 29 1955

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

ORDER DISMISSING ACTION

This cause coming on to be heard on stipulation of both parties hereto that this action may be dismissed, and both parties appearing by their respective counsel, and in accordance with the terms of said stipulation,

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

Dated at Tulsa, Oklahoma, this 29th day of April, 1955.

15/ Royce H. Savage
United States District Judge

O. K.

Valiant Redman
Attorneys for Plaintiff

Port McElroy
Attorney for Defendant

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

* * * * *
NORTH AMERICAN PHILIPS COMPANY, INC.,
A Corporation,

Plaintiff,

-vs-

HAZEL PARKER, DEWEY PARKER and CEN-
TRAL X-RAY and SURGICAL SUPPLY CORP.,
A Corporation,

Defendants.

Civil No. 3617

FILED

MAY - 1 1955

JOURNAL ENTRY OF JUDGMENT

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

Now on this 18th day of April, 1955, there came on regularly for hearing before the undersigned Judge of the District Court of the United States for the Northern District of Oklahoma the separate motions of defendant Hazel Parker, and defendant Dewey Parker for Summary Judgment as against the plaintiff, North American Philips Company, Inc., a corporation, under Rule 56 of the Federal Rules of Civil Procedure (28 U. S. Code), plaintiff appearing by its attorneys, James R. Ryan and Hess Crossland, defendant Hazel Parker appearing by her attorneys Ungerman, Whitebook, Grabel & Ungerman, and defendant Dewey Parker appearing by his attorneys Ungerman, Whitebook, Grabel & Ungerman. Thereupon the Court proceeded to examine the files herein and to hear the statement of counsel thereon, and plaintiff's attorneys thereupon in open Court confessed the separate motions and presented no opposing affidavits or other matters in defense, and the Court, being fully advised in the premises, finds: that no opposing affidavits were filed by plaintiff; that the pleadings together with the affidavits show that as to the defendant Hazel Parker there is no genuine issue as to any material fact and that the defendant Hazel Parker is entitled to judgment as a matter of law; that the pleadings together with the affidavits show as to the defendant Dewey Parker there is no genuine issue as to any material fact and that the defendant Dewey Parker is entitled to judgment as a matter of law.

NOW, THEREFORE, IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that defendant Hazel Parker have and is hereby granted judgment as against plaintiff, North American Philips Company, Inc., a corporation, under Rule 56 of the Federal Rules of Civil Procedure, and that defendant Hazel Parker be discharged herefrom together with her costs.

IT IS BY THE COURT FURTHER ORDERED, ADJUDGED AND DECREED that defendant Dewey Parker have and is hereby granted a judgment as against plaintiff, North American Philips Company, Inc., a corporation, under Rule 56 of the Federal Rules of Civil Procedure, and that defendant Dewey Parker be discharged herefrom together with his costs.

15/ Royce J. [unclear]
Judge of the District Court of the United
States for the Northern District of Oklahoma

O. K. as to form:

15/ Mrs. Crowland
An Attorney for Plaintiff

O. K. as to form:

Ungerma, Whitebook, Grabel & Ungerma

By 15/ William Lister
Attorneys for Hazel Parker and Dewey Parker

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CALIFORNIA

Mrs. H. P. Key,
Plaintiff,
vs.
Brown-Duffin Company,
Defendant.

FILED

APR 28 1955

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

DISMISSED WITH PREJUDICE

Does not the plaintiff, all issues involved in this case having
been fully briefed and comprehended, was dismissed the above styled and
numbered cause of action with prejudice to the bringing of a future action.

Dated this 28 day of April, 1955.

(s) Mrs. H. P. Key
Plaintiff

(s) H. E. Chambers
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered cause of
action be dismissed with prejudice this 28th day of April, 1955.

H. Kayser Savage
United States District Judge



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

* * * * *

MERIT CLOTHING COMPANY, A Corporation,)

Plaintiff,)

-vs-)

WILLIAM DALE FITZWATER,)

Defendant.)

No. 3699

FILED

MAY - 2 1955

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

J U D G M E N T

Now on this 2nd day of May, 1955, the above styled and numbered action came on for hearing before the undersigned United States District Judge upon the Affidavit for Motion for Default Judgment filed herein by Irvine E. Ungerman, Attorney for the Plaintiff; said plaintiff appearing by its attorney, Irvine E. Ungerman, and the defendant appeared neither in person nor by counsel. The Court having examined the files finds from the same that the defendant has been properly served with process in the time and manner prescribed by law, and has failed to appear and answer and is now in default.

IT IS, THEREFORE, ORDERED BY THIS COURT that the defendant be adjudged to be in default and upon the Affidavit of said Irvine E. Ungerman, the Court finds that judgment should be rendered in favor of the plaintiff and as against the defendant in the sum of \$7,507.87, with interest at 6 per cent per annum from this date until paid, together with all the costs of this action.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THIS COURT that the Plaintiff, Merit Clothing Company, A Corporation, have and recover judgment of and as against the defendant William Dale Fitzwater for the sum of \$7,507.87 with interest at 6 per cent per annum

from this date until paid together with all the costs of this action.

15 Royce H. Savage
United States District Judge

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

J. HERB SMITH and M. M. DONAHO, d/b/a SMITH-DONAHO CONTRACTING COMPANY, a co-partnership, Plaintiffs,

vs.

PHILLIPS PIPE LINE COMPANY, a Delaware corporation, Defendant (by original summons),

and

SMITH CONTRACTING CORPORATION, a Texas corporation, Additional Defendant (on counter-claim and cross-claim),

and

HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut corporation, Additional Defendant (on cross-claim).

No. 3063

FILED

MAY - 7 1955

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

ORDER ALLOWING DISMISSAL WITH PREJUDICE

It is ordered that the Hartford Accident and Indemnity Company, Additional Defendant (on cross-claim), named above, claim for attorney's fees against Houston Fire and Casualty Company, Third Party Defendant herein, is hereby dismissed with prejudice.

Dated this 2nd day of May, 1955.

J. R. Halladay
District Judge

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

Hazel Wufridge McCammon, surviving
widow of Roy Lee McCammon, deceased,
individually, and as administratrix
of the estate of Roy Lee McCammon,
deceased,

Plaintiff,

-vs-

The Atchison, Topeka and Santa Fe
Railway Company, a corporation,

Defendant.

No. 3672

FILED

MAY - 5 1955

ORDER OF DISMISSAL

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

On this 5th day of May, 1955,

is presented the receipt and motion to dismiss in the
above entitled action, duly executed by plaintiff and her
attorney; and the court being fully advised finds that
said motion to dismiss should be and is hereby sustained.

IT IS ~~BE~~ THEREFORE ORDERED that this
action be and the same is hereby dismissed with prejudice
at the cost of the plaintiff in the state court, the defen-
dant to pay the court costs in this court.

(Signed) Royce N. Savage
Judge.

O. K.

Charles L. Cheatum
Attorney for Plaintiff

W. H. [unclear]
Attorneys for Defendant.

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

JAMES B. COPPEDGE, Trustee
in Bankruptcy,

Plaintiff,

-vs-

DAVID L. HENSON and
NORMA HENSON,

Defendants.

Case No. 3556

FILED

MAY - 3 1955

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

JUDGMENT AND DECREE

This case came on for hearing on the 28th day of April, 1955, pursuant to regular setting on the non-jury docket of the Court. Plaintiff and intervenor appeared by counsel, the defendant Norma Henson appeared in person and the defendant David L. Henson appeared in person and by counsel. All parties announced ready for trial. Plaintiff thereupon introduced his evidence and rested, and the defendant David L. Henson interposed motion to dismiss for insufficiency of evidence.

The intervenor thereupon introduced his evidence and moved for judgment of the Court decreeing the deed offered in evidence to constitute a lien securing the intervenor against liability on his endorsement of a note executed by David Henson and Jess Henson. The deed was introduced in evidence as Exhibit D3, and the note was introduced in evidence as Exhibit D4, and intervenor was granted leave to withdraw both exhibits.

The Court having considered the evidence and the motions before the Court, makes the following findings of fact:

1: That the evidence introduced by plaintiff is sufficient to set out a prima facie case, and that the motion of the defendant to dismiss this action should be sustained.

2: That the defendant Norma Henson has filed a disclaimer verdict, and the Court finds that she has no right, title or interest in or to the real estate involved in this action.

3: That the deed introduced in evidence by intervenor as Exhibit D3, is dated the _____ day of January, 1954, was executed by David L. Henson, a single man to L. Keith Smith. That said deed was acknowledged on January 29, 1954, before a notary public in Fayette County, Illinois. That said deed has never

recorded. That said deed purported to convey the fee simple title to real estate situated in Mayes County, Oklahoma, described as Lot numbered three (3) in Block numbered four (4) in Pryor Heights Addition, a subdivision in Mayes County, State of Oklahoma, according to the official survey and plat thereof. That said deed was not intended as an absolute conveyance of title but was given to secure Intervenor L. Keith Smith against liability on his endorsement of the note introduced in evidence as Exhibit B6, executed by defendant David Henson and his spouse, dated January 26, 1954, in the sum of \$21.00, payable to the order of Leonard Henson, due date, July 26, 1954; and that Intervenor is entitled to a lien upon the above described land subject only to pre-dated mortgages or other liens of record on said property.

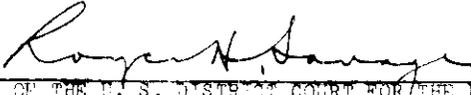
4: That defendant David L. Henson is the owner of the fee simple title to the above described real estate, free and clear of any claim on the part of the plaintiff herein as Trustee in Bankruptcy, and subject only to the lien of Intervenor L. Keith Smith, and existing mortgages or other liens of record.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the motion of David L. Henson to dismiss this action be and the same is hereby sustained, and that this cause be and the same is hereby dismissed at the cost of plaintiff for the reason that the evidence introduced by plaintiff is insufficient to establish a Prima facie Case.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant Norma Henson has no right, title or interest in the real estate above described.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Intervenor L. Keith Smith is hereby decreed a lien on the real estate herein described, subject only to mortgages or other liens of record, and that said lien may be foreclosed by Intervenor in any manner provided by the laws of the State of Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant David L. Henson is the owner of the fee simple title to the real estate herein described, subject to the lien of Intervenor L. Keith Smith, and to any mortgages or other liens of record.


JUDGE OF THE U. S. DISTRICT COURT FOR THE NORTHERN DISTRICT.

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

Tim Sullivan,)
)
 Plaintiff,)
)
 vs.)
)
 Roy Pigg and James Darrell Pigg,)
)
 Defendants.)

No. 3648 Civil

FILED
MAY - 6 1955

DISMISSAL WITH PREJUDICE

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

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

Dated this 3rd day of May, 1955.

Tim Sullivan Jr.
Plaintiff

+ Paul E. Sumner
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered cause of action be dismissed with prejudice this 4th day of May, 1955.

Raymond J. Sumner
United States District Judge

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

HAROLD LeROY COOPER,)
)
 Plaintiff)
)
 -vs-) No. 3673 Civil
)
 UNITED TRANSPORTS, Inc.,)
 a foreign corporation,)
)
 Defendant)

FILED

MAY - 6 1955

DISMISSAL WITH PREJUDICE

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

Comes now the plaintiff, Harold LeRoy Cooper, all issues involved in this case having been fully settled and compromised, and dismisses with prejudice to the bringing of a future action the above styled and numbered cause of action, with the costs taxed against the defendant herein.

Dated this 27th day of ~~MAY~~^{April}, 1955.

LEE & BOOTH
2 East 15th Street
Tulsa, Oklahoma

By [Signature]
Attorneys for Plaintiff

[Signature]
Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered cause of action be dismissed with prejudice this 27th day of May, 1955.

[Signature]
United States District Judge

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

City of Tulsa, Oklahoma,
a municipal corporation,

Plaintiff,

vs.

Onita Pinson, et al., including
The Texas Company, a corporation,

Defendant.

No. 3602 Civil

FILED

MAY 19 1955

NOBERT H. BOGD
Clerk, U.S. District Court

JUDGMENT

This cause came on regularly for trial on May 3, 1955, plaintiff being present by its attorneys Richard K. McGee and R. E. Lavender, Assistant City Attorneys of the City of Tulsa, Oklahoma, and the defendant, The Texas Company, by its attorneys, Yates A. Land and William E. Lester. A jury of twelve persons was regularly impaneled and sworn to assess the damages sustained by the defendant, The Texas Company, by reason of the appropriation and taking by the plaintiff herein of the following described real property situated in the County of Tulsa, State of Oklahoma:

The East 10 feet of the South 45 feet of Lot 6,
and the East 10 feet of Lot 7, all in Block 6,
Peoria Gardens Addition to the City of Tulsa.

Thereupon, witnesses on the part of the plaintiff and the defendant, The Texas Company, were duly sworn and examined. After hearing the evidence, the arguments of counsel and instructions of the Court, the jury retired to consider their verdict and subsequently returned into court with their verdict signed by the foreman, assessing the damages of the defendant, The Texas Company, in the sum of Seventeen Thousand Eight Hundred Sixty-six and 20/100 Dollars (\$17,866.20).

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

C. M. COLTRA, ET AL,
PLAINTIFF.

Vs.

NO. 3655 CIVIL.

THE COLUMBIAN NATIONAL LIFE
INSURANCE COMPANY,
DEFENDANT.

FILED
IN OPEN COURT
MAY 11 1955

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

O R D E R.

On consideration of plaintiff's motion for a new trial
and the argument of counsel,

IT IS ORDERED AND DECREED by the Court that the plain-
tiff's motion for a new trial be and the same hereby is overruled
and denied, to which the plaintiff excepts.

This May 11th, 1955.

W. H. Wallace
U. S. DISTRICT JUDGE.

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

BEULAH BEASLEY,

Plaintiff,

vs.

RESERVE LIFE INSURANCE COMPANY, a
corporation,

Defendant.

Civil Action No. 366Z.

FILED

MAY 11 1955

JUDGMENT.

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

THIS CAUSE comes on to be heard on the 5th day of May, 1955, pursuant to regular assignment for trial. Plaintiff appearing in person and by her attorneys, Young, Young & Young, and defendant appearing by its attorneys, William H. Martin and Joe Bailey Humphreys, and plaintiff and defendant announcing ready for trial, a jury of twelve citizens was duly impaneled and sworn; and on the 6th day of May, 1955, both sides having rested, and at the close of all the evidence, the defendant moved the Court to direct the jury to return a verdict for the defendant; and, thereupon, such motion was sustained and the jury, at the direction of the Court, returned their verdict in words as follows:

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

Joe Earp
Foreman."

which verdict was received and filed and judgment entered for the defendant upon said verdict, and

NOW ON THIS 6th day of May, 1955, it is hereby ordered, adjudged and decreed by the Court that judgment be and the same is hereby entered for the defendant, Reserve Life Insurance Company, a corporation, upon the aforesaid verdict, and that the complaint of the plaintiff, Beulah Beasley, be and the same is hereby dismissed with prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the costs of this action are assessed against the plaintiff.

TO ALL of which judgment the plaintiff excepts, and her
exception is allowed.

W. F. Wallace
DISTRICT JUDGE.

Approved: A. S. Young

YOUNG, YOUNG & YOUNG

By David Young
Attorneys for Plaintiff.

Approved:

William H. Martin
Attorney for Defendant.

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

Citizens Casualty Company of
New York, a corporation,

Plaintiff,

vs.

E. C. West and Virgil West,
dba West Brothers Trucking
Company;
Dave A. Richards;
James Phillips, a minor,
and Alva Phillips and
Sadie Ora Phillips, his
parents;
Rafeal Perez, a minor, and
Juan Perez and Althea
Perez, his parents;
Charles Gibbs, a minor;
Jessie Lee Ramey, a minor,
and F. L. Ramey and Dessie
Ramey, his parents;
William Lee Kilgore; and
Zeak Kilgore and Ina Kilgore
as parents and sole next of
kin of Roy Kilgore, a minor,
deceased,

Defendants.)

FILED

MAY 13 1955

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

No. 3646 Civil.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
JUDGMENT.

This matter comes on for trial on this 26th day of
April, 1955, the parties appearing by their respective counsel
of record, and after the introduction of evidence, the Court,
upon consideration of the same, makes the following findings of
fact and conclusions of law, with its judgment thereon.

FINDINGS OF FACT

The Court makes the following findings of fact:

(1) The Court finds that plaintiff is a corporation organized and existing under the laws of the State of New York; that the defendants are all citizens of the State of Oklahoma; that the amount in controversy exceeds the sum of \$3,000.00, exclusive of interest and costs; that the Court has jurisdiction of the parties and of the subject matter; and that this is a proper proceeding under the Declaratory Judgment Act, 28 USC 2201. That the defendants James Phillips, a minor, Rafeal Perez, a minor, and Jessie Lee Ramey, a minor, who were duly served with summonses, are represented by their duly appointed, qualified and acting Guardian ad litem, Gene Stipe, and by their attorney, Gene Stipe; that the defendant Charles Gibbs, a minor, who was duly served with summons, is represented by Robert W. Reynolds whom the Court hereby appoints as Guardian ad litem as of the date of the filing of the answer of the said Charles Gibbs, whose attorneys are Robert W. Reynolds and J. W. Mastain.

(2) On or about December 7, 1953, plaintiff issued to E. C. West and Virgil West, dba West Brothers Trucking Company, as named insured, its Automobile Liability Policy UIU 5954 for a term of one year beginning December 20, 1953. A true and correct copy of such policy with all endorsements thereto is attached to the complaint herein as Exhibit "A". The original of said policy was delivered to the named insured. In order to comply with Title 47, Section 169 of the Oklahoma Statutes, plaintiff filed with the Corporation Commission a duplicate original of said policy, with the exception that the policy limits were

restricted to the statutory required amounts of \$5,000.00 coverage on injuries to any one person and \$10,000.00 coverage on injuries to any number of persons involved in any one accident. In other words, of the limits shown in Exhibit "A" to the complaint herein, of \$10,000.00 coverage for injuries to any one person and \$20,000.00 coverage for injuries to any number of persons arising out of the same accident, only \$5,000.00 and \$10,000.00, respectively, were extended as statutory insurance to West Brothers Trucking Company. Such statutory insurance is embodied in "Motor Vehicle Form No. E Insurance Policy Endorsement" promulgated and required by the Corporation Commission of Oklahoma pursuant to the statutes of Oklahoma, a copy of which endorsement is attached to Exhibit "A" to the complaint herein.

(3) On or about September 18, 1954, defendant Dave A. Richards, an employee of West Brothers Trucking Company, while driving a 1950 Ford three-ton tractor pulling a semi-trailer, which vehicle was one of the vehicles described in Exhibit "A" to the complaint herein, was involved in a collision with a 1951 Plymouth Sedan on U. S. Highway 69 about twelve miles north of Atoka, Oklahoma. The defendants James Phillips, a minor, whose parents are defendants Alva Phillips and Sadie Ora Phillips; Rafeal Perez, a minor, whose parents are defendants Juan Perez and Althea Perez; Charles Gibbs, a minor; Jessie Lee Ramey, a minor, whose parents are defendants F. L. Ramey and Dessie Ramey; and Roy Kilgore, a minor, deceased, whose parents and sole next of kin are the defendants Zeak Kilgore and Ina Kilgore, were all occupants of the Plymouth Sedan. The defendants contend that the accident and motor vehicle of West Brothers Trucking Company were covered by the policy attached as Exhibit "A" to the complaint herein, and that plaintiff is obligated to defend West Brothers

Trucking Company and Dave A. Richards in any suit filed against them; and they and the other defendants contend that plaintiff is obligated to pay, within the limits of the policy, any judgment that may be recovered for death, personal injuries or property damage against West Brothers Trucking Company and Dave A. Richards.

(4) The Court finds that, except as to the statutory coverage contained in the Form E endorsement with limits of \$5,000.00 for injuries to any one person and \$10,000.00 for injuries to any number of persons arising out of the same accident and \$1,000.00 property damage, plaintiff does not have any obligation or liability to the defendants, or any of them, under said policy on account of the aforesaid accident, injuries, death and property damage; and that it has no obligation to defend any action against said named insured or Dave A. Richards; and that plaintiff has no liability for any judgment that might be rendered in any such action or actions. In this connection the Court finds that it is expressly provided in such policy, in an endorsement attached thereto dated December 7, 1953, and accepted by the insured by the written signature of one of the partners, V. E. West, to the endorsement, and also accepted and binding upon the named insured by virtue of the endorsement being attached to the original policy delivered to them, as follows:

"Name of Insured: E. C. West & Virgil West,
dba West Brothers Trucking Company.

"This policy has been executed in accordance with an agreement between the insured and the issuing Company that no drivers under the age of 25 nor over the age of 60 will be employed on any trucking equipment insured under this policy.

"Should the Company be required to attach any certain endorsement for filing purposes in behalf of any Federal Authority, State Authority, City Authority, or subdivisions thereof,

in order for the named insured to comply with certain requirements by virtue of his type of operation, then such agreement shall be effective for the purpose of filing only.

"However, all terms, conditions and limitations in the policy to which the endorsement is attached are to remain in full force and effect as binding between the insured and the Company and the insured agrees to reimburse the Company for any payment made by the Company on account of any accident, claim or suit involving a breach of terms of the policy for any payment that the Company would not have been obligated to make under the provisions of the policy, except for the agreement contained in the certain endorsement issued to meet the conditions pertaining to insurance by such regulatory authorities.

"This endorsement shall take effect on the 20 day of December, 1953 12:01 A. M., and shall terminate with this policy".

At the time of the accident, in direct violation of such contract and agreement contained in said endorsement, the vehicle involved in the accident was being driven by Dave A. Richards who was 22 years of age, having been born on May 4, 1932. Under these circumstances, the private policy, as distinguished from the statutory coverage referred to hereinafter, was suspended and was not in effect upon the vehicle aforesaid at the time of the occurrence of the accident, and plaintiff has no obligation under the private policy, of any kind, to any of the defendants.

(5) The Court finds that as to the compulsory statutory insurance embodied in 47 O. S. A., 169, and the Form E endorsement aforesaid, with limits of \$5,000.00 for injuries to any one person, \$10,000.00 for injuries to any number of persons arising out of the same accident and \$1,000.00 property damage, the aforesaid age restriction endorsement does not apply, and plaintiff by the filing of the policy with the Corporation Commission, extending such statutory coverage, is obligated to pay any judgments recovered against the insured, West Brothers Trucking Company, within the limits of such statutory policy. In this connection,

however, the Court finds that said statutory insurance is for the benefit of members of the public who may be injured as a result of the negligent operations of the motor carrier for hire, and is not for the benefit of the motor carrier; and there is no obligation to defend West Brothers Trucking Company in any actions arising out of the aforesaid accident imposed by said statutory insurance.

(6) The Court finds that the statutory Form B endorsement attached to the copy of the policy filed with the Corporation Commission, containing the statutory insurance required by 47 C. S. A., 169, provides among other things that:

"the conditions, provisions, stipulations and limitations contained in the policy and any other endorsement thereon shall remain in full force and be binding as between the insured and the company".

And:

"The insured agrees to reimburse the company for any payments made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement".

Also, it is provided in the body of the policy that the insured agrees to reimburse the plaintiff "for all sums and disbursements including loss payments, costs and expenses" which it has to pay by virtue of the statutory coverage which it would not have had to pay under the terms of the private policy contract between the plaintiff and the defendant West Brothers Trucking Company. The Court finds that West Brothers Trucking Company is obligated to reimburse plaintiff for any sums it may be required to expend in the payment of any judgments recovered against it under said statutory insurance, including the expense of the defense of such actions, and to reimburse it for any settle-

ments made in good faith of its liability under said policy on account of claims made for damages arising out of the aforesaid accident.

CONCLUSIONS OF LAW

(1) The Court has jurisdiction of the parties and of the subject matter.

(2) The private policy contract aforesaid between plaintiff and West Brothers Trucking Company was suspended during the period of time that the aforesaid motor vehicle was being driven by Dave A. Richards, a driver under twenty-five years of age, in violation of the endorsement attached to the policy providing that insured would not use drivers under twenty-five or over sixty years of age, and that the policy did not cover the aforesaid accident which occurred when West Brothers Trucking Company's vehicle was being operated in violation of such endorsement; and that plaintiff has no obligation to defend any actions brought against West Brothers Trucking Company or Dave A. Richards, or to pay any judgments that might be recovered against them.

(3) Plaintiff is obligated under the policy which it filed with the Corporation Commission in compliance with 47 O. S. A., 169 and the Form E endorsement attached thereto, promulgated by the Corporation Commission of Oklahoma, to pay any judgment that may be rendered against West Brothers Trucking Company for damages arising out of the aforesaid accident, within the limits of such statutory coverage and endorsement; but that it has no obligation thereunder to defend West Brothers Trucking Company in any actions brought against it on account of such accident.

(4) Defendant West Brothers Trucking Company is obligated to reimburse plaintiff for any loss, cost or expense paid or sustained by plaintiff on account of its obligation under the aforesaid statutory coverage extended by the policy filed with the Corporation Commission and the Form E endorsement, including but not limited to the cost and expense of the defense of any actions brought against West Brothers Trucking Company or plaintiff.

JUDGMENT.

IT IS ORDERED, ADJUDGED, DECREED AND DECLARED by the Court upon the foregoing findings of fact and conclusions of law, which are by this reference made a part hereof, that at the time of the occurrence of the aforesaid accident on September 18, 1954, plaintiff's private contract policy No. UIU 5954, issued to West Brothers Trucking Company and described in the complaint, did not cover the use of the motor vehicle of West Brothers Trucking Company at the time of the accident occurring on September 18, 1954, and plaintiff, Citizens Casualty Company of New York, a corporation, has no liability or obligation to the defendants, or any of them, under its said private policy contract in connection with said accident or any claims or actions arising therefrom.

IT IS FURTHER ORDERED, ADJUDGED, DECREED AND DECLARED by the Court that plaintiff is obligated under the policy which it filed with the Corporation Commission in compliance with 47 O. S. A., 169 and the Form E endorsement attached thereto, promulgated by the Corporation Commission of Oklahoma, to pay any judgment that may be rendered against West Brothers Trucking Company for damages arising out of the aforesaid accident, within the

limits of such statutory coverage and endorsement; but that it has no obligation thereunder to defend West Brothers Trucking Company in any actions brought against it on account of such accident.

IT IS FURTHER ORDERED, ADJUDGED, DECREED AND DECLARED by the Court that defendant West Brothers Trucking Company is obligated to reimburse plaintiff for any loss, cost or expense paid or sustained by plaintiff on account of its obligation under the aforesaid statutory coverage extended by the policy filed with the Corporation Commission and the Form E endorsement, including but not limited to the cost and expense of the defense of any actions brought against West Brothers Trucking Company or plaintiff.

DATED this 13 day of May, 1955.

19 Royal H. Savage
JUDGE.

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLUMBIA

The American Hospital and Life
Insurance Company, a corporation,
Plaintiff,

vs.

No. 3680-Civil. FILED

Mrs. Louise Rebholz and
Wyoma Jean McCoy,
Defendants.

MAY 13 1955

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

ORDER AND DECREE

Now on this 13 day of May 1955 comes the defendant Mrs. Louise Rebholz by H. E. Fulling, her attorney, and comes also the defendant Wyoma Jean McCoy by James B. Coppedge, her attorney, and represent to the Court that the defendants have agreed upon a settlement of this cause, subject to the approval of the Court, by and under which all the balance of the Court costs herein is to be deducted from the balance of the money now on deposit with the Registry of this Court and the balance remaining is to be distributed and paid by said Registry to the defendants as follows: three fourths thereof to the defendant Mrs. Louise Rebholz and her attorney H. E. Fulling and one fourth thereof to the defendant Wyoma Jean McCoy and or her attorney James B. Coppedge and the Court being sufficiently advised finds that said agreed settlement should be approved and the balance of the money on deposit with said Registry should be distributed as agreed upon between the defendants and in that connection the Court now finds from the record herein that when this action was commenced the plaintiff deposited with the Registry of this Court the sum of \$1018.08 as its full liability on the policy involved herein and also deposited all necessary costs and at the pre-trial hearing in this cause on April 13, 1955, the Court ordered the Registry of this Court to pay out of said sum \$100.00 to plaintiff's attorney, H. E. Carey and \$65.24 as costs and expenses, all of which has been paid and the plaintiff released from any further liability and the balance remaining should by order of the Court be paid out as agreed upon between the defendants as set out above.

It is therefore considered, ordered, adjudged and decreed by the Court that said agreed settlement be and the same is hereby approved and the Registry of this Court be and he is hereby authorized, directed and ordered to first pay the balance of costs in this cause out of said funds and pay the balance thereof, three fourths to the defendant Mrs. Louise Rebholz and her attorney H. E. Fulling and one fourth thereof to the defendant Wyoma Jean McCoy and or her attorney,

James B. Coppedge, and when so done, this cause shall be and is ended and stricken from the trial docket of this court.

(Signature)
United States District Judge.

OK *(Signature)*
H. F. Pulling, attorney for defendant Mrs. Louise Rebholz.

OK *(Signature)*
James B. Coppedge, attorney for defendant (Mrs) Jean McCoy.

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

Estlin G. Worcester,

Plaintiff,

-vs-

The Atchison, Topeka and Santa Fe
Railway Company, a corporation,

Defendant.

No. 3634
Civil.

FILED

MAY 10 1955

HOMER H. HOOD
Clerk of the District Court

ORDER OF DISMISSAL.

Now, on this 19th day of May, 1955,
comes on for hearing the stipulation of dismissal of
plaintiff and defendant hereto in the above entitled
cause. The court finds that said cause has been settled
and that defendant has this date paid to the plaintiff,
Estlin G. Worcester, Forty-five Thousand and no/100ths
Dollars (\$45,000.00) in full settlement, release and
satisfaction of plaintiff's cause of action set forth in
the complaint herein, and that said plaintiff has accepted
said sum in full satisfaction, release and discharge of
his cause of action and claim against the defendant, and
the court, after due consideration, finds that said dis-
missal should be approved.

IT IS HEREBY ORDERED that this cause
be and the same is hereby dismissed with prejudice, at the
cost of the defendant.

Hoyce N. Swain
Judge.

O. K.

Pat Malloy

Attorney for Plaintiff

William H. ...
...

...
Attorney for Defendant

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

L. M. McNAMES,

Plaintiff,

-vs-

J. B. BENCH, d/b/a OSAGE
TRUCKING CO., and JOHN
DAVID DANIELS, JR.,

Defendants.

No. 3104-Civil

FILED

MAY 23 1955

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

O R D E R

For good cause shown the above styled
cause of action is hereby dismissed with prejudice to the
plaintiff's bringing a future action.

12/ Royce H. Savage

Judge

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

JACK H. NEMS,

Plaintiff,

vs.

FRED DEMIER, JR.; MARTHA K. DEMIER;
and JOHN M. CAMP,

Defendants.

No. 3692

FILED

MAY 23 1955

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

ORDER OF DISMISSAL

On motion of plaintiff showing all issues to have been fully settled and compromised, It Is Ordered that the above entitled cause be dismissed with prejudice to the bringing of any future action thereon.

IT IS FURTHER ORDERED that the restraining orders issued herein be and they are hereby dissolved and set aside.

IT IS FURTHER ORDERED that the Clerk of this court shall endorse the certified check held herein in the amount of \$10,000.00 to John M. Camp, by proper endorsement and deliver said check to John H. Poe, his attorney.

IT IS FURTHER ORDERED that no costs herein shall be assessed against defendant John M. Camp.

181 Royce H. ...
District Judge

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

C. J. Radford,

Plaintiff,

vs

NO; 3636 civil

Standard Roofing &
Material Company, a
corporation,

Defendant,

FILED

MAY 26 1955

ORDER REMANDING CAUSE TO STATE COURT

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

The motion of plaintiff to remand this suit to the District Court of Tulsa County, Oklahoma, coming on for hearing this 25th day of May, 1955, pursuant to notice given the defendant, and the court having heard the argument of counsel, and being fully advised, upon consideration finds that the said motion should be sustained.

It is therefore ordered that the motion of plaintiff to remand this case to the District Court of Tulsa County, Oklahoma, be, and the same is hereby granted and this cause be, and the same is hereby remanded to the District Court of Tulsa County, Oklahoma, for further proceedings.

Raymond H. Savage

Judge of United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

R. H. and ELIZABETH SIEGFRIED,

Plaintiffs,

vs.

UNITED STATES OF AMERICA,

Defendant.

No. 3464 Civil

FILED

MAY 11 1955

MOORE C. BOOD
Clerk of District Court

JUDGMENT

This cause came on to be heard and after receipt of the evidence and written briefs by counsel and upon consideration thereof,

IT IS CONSIDERED, ORDERED and ADJUDGED by the Court that the plaintiffs recover from the defendant, as overpayment of income taxes for the year 1950, the amount of \$10,611.34, plus interest at the rate of 6 per cent per annum from and after November 26, 1952. on \$981.14 of said amount and interest at the rate of 6 per cent per annum from and after October 27, 1952, on \$9,630.20 of said amount, until paid, as provided by law.

MADE AND ORDERED this 26 day of May, 1955.

Walter D. Savage
District Judge

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

PUBLIC SERVICE COMPANY OF OKLAHOMA,
Plaintiff,
v.
UNITED STATES OF AMERICA,
Defendant.

Civil No. 3467

FILED

MAY 11 1955

PAUL E. CLAYTON
Clerk of the District Court

ORDER OF PARTIAL DISMISSAL

NOW on this 27 day of May, 1955, there coming before the Court for hearing the Motion for Partial Dismissal filed herein by Plaintiff, it appearing that the parties hereto have agreed upon a settlement of the issues involved in Count 2 of the Complaint herein filed, and that Defendant has paid in full the claim and demand of Plaintiff therein stated, and in pursuance of such payment Plaintiff has filed its motion for dismissal of said Count 2 with prejudice, expressly reserving its right to prosecute to a final determination its cause of action set out as Count 1 in its said Complaint,

IT IS THEREFORE ORDERED AND DECREED that the cause of action set out as Count 2 in the Complaint herein filed by Plaintiff be dismissed with prejudice, at the cost of Plaintiff.

12 Royce H. Sarge
Judge

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

IN THE MATTER OF)
)
CURTIS L. CUNNINGHAM,)
)
ALLEGED BANKRUPT.)

No. 7045

FILED
IN OPEN COURT
JUN - 2 1955

ORDER

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

On this 2nd day of June, 1955, this cause came on regularly to be heard on the motion of the petitioning creditors to dismiss these proceedings. The petitioning creditors appeared by their attorney of record, Joe Shidler; the alleged bankrupt appeared in person and by his attorney, Remington Rogers; the Stowell Corporation, as assignee of the claims of the petitioning creditors, appeared by its attorney, Hughey Baker. All parties announced ready.

The court having examined the files in this case and heard the argument of counsel, and being fully advised in the premises, finds:

1. That the alleged bankrupt heretofore filed his answer herein wherein the alleged bankrupt alleged certain defenses to these proceedings which, if supported by the facts, would be a full and complete defense to the petition in bankruptcy and require the dismissal of these proceedings.

2. Thereafter the petitioning creditors duly assigned their claims against said alleged bankrupt to the Stowell Corporation and moved to dismiss these proceedings.

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

M. L. COWLEY, ET AL.,
Plaintiffs.

vs.

NO. 3655 -Civil.

THE COLOMBIAN NATIONAL LIFE
INSURANCE COMPANY,
Defendant.

FILED

MAY 11 1955

ROBERT C. MOOD
CLERK OF DISTRICT COURT

J U D G M E N T

This cause came on for trial before the Court and a Jury on the 2nd day of May, 1955, both parties appearing by counsel, and the Court, on May 3, 1955, on motion of defendant, having directed the Jury to render a verdict for defendant, and the Jury having done so, it is hereby

ORDERED, ADJUDGED AND DECREED that the plaintiffs take nothing, that the action be and it is hereby dismissed on the merits and that defendant have and recover from plaintiffs its costs.

W. F. Wallace
DISTRICT JUDGE.

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

J. R. Mitchell)
Plaintiff) No. 3 2 8 8
vs.)
Jake Dryer,)
Raymond Sikes,)
Chester Dryer,)
and Dryer Mining Company,)
Incorporated a corporation)
Defendants.) FILED

J U D G M E N T

NOV 11 1955
CLERK OF DISTRICT COURT

The above entitled action came on for trial upon accounting before the court without a jury on the 27th day of April, 1955 upon continuation from trial commenced on the 15th day of March 1955, both in the United States District Court Room Federal Building Tulsa, Oklahoma, and on each such days the plaintiff appearing in person by his attorneys Helen Yount, Glenn A. Young and David Young and the individual defendants appearing individually, the corporation by its officers Jake Dryer, Raymond Sikes and Chester Dryer and both the corporation and the individuals appearing by their attorney AllCommons, and evidence having been presented and the court having filed its findings of facts and conclusions of law, it is hereby

ORDERED AND ADJUDGED, that the plaintiff J. R. Mitchell have and recover judgment against the defendant Jake Dryer in the sum of \$3,492.73, against the defendant Raymond Sikes in the sum of \$2,992.73, and against the defendant Chester Dryer in the sum of \$2,992.73.

IT IS FURTHER ORDERED AND ADJUDGED that the plaintiffs have judgment against each of the defendants Jake Dryer, Raymond Sikes and Chester Dryer and Dryer Mining Company, Incorporated, a corporation, jointly and severally for plaintiff's costs and disbursements in this action to the date of this judgment, to be hereinafter taxed, on ~~costs~~, hereinafter inserted by the clerk of this

court in the sum of \$ _____ including the sum
of \$450 to be paid to Paul G. Campbell Company for fees and ex-
penses incurred in connection with the accounting herein-

Done and Ordered at Tulsa Oklahoma this _____ Day of

January, 1955.

James H. [Signature]
Judge

Approved as to form

Al Commons

[Signature]

Helen Yount, David Young
and Glenn A. Young

By:

[Signature]

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

ROSEMARY JUNE YOHO,

Plaintiff,

vs.

AGNES MARY YOHO, and
UNITED STATES OF AMERICA,

Defendants.

No. 3573 Civil

FILED

JUL 1 1955

ROBERT E. HARRIS
Clerk of the District Court

AMENDED JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that AGNES MARY YOHO is the beneficiary of National Service Life Insurance Policy No. KC5044095; that ROSEMARY JUNE YOHO has no interest therein, and that the Veterans Administration make payment of Agnes Mary Yoho of the benefits under the above mentioned policy.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant's attorney, Charles Dunn, be paid by the Veterans Administration from the proceeds of this judgment the sum of \$500.00 as his reasonable attorney's fee for services rendered to the defendant in this cause, the balance of the judgment being paid to Agnes Mary Yoho as aforementioned.

DATED as of this 21st day of February, 1955.

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

APPROVED:

s/ E. P. Litchfield
Attorney for Plaintiff

s/ Charles Dunn
Attorney for Defendant

s/ B. Hayden Crawford
United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Richard A. Hittson,

Plaintiff,

vs.

United States of America, et al,

Defendants.

No. 3554 Civil

FILED

NOV 11 1955
Clerk, U.S. District Court

ORDER OF DISMISSAL

NOW, on this 27th day of June, 1955, the above-entitled matter coming on for hearing upon the stipulation of the parties for dismissal with prejudice and it appearing to the court that the parties have settled this action out of court and have filed their written stipulation for dismissal with prejudice to a new action and the court being fully advised in the premises,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that this case be and the same is hereby dismissed with prejudice to a new action and that the costs be paid by the plaintiff.

W. Kenneth Savage
U. S. DISTRICT JUDGE

APPROVED:

James G. Fokkens
James G. Fokkens
Attorney for Plaintiff

B. Hayden Crawford
B. Hayden Crawford
United States Attorney for the
Northern District of Oklahoma
Attorney for Defendants

IN SENATE
JANUARY 11, 1905

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MICHIGAN

DR. J. H. HARRIS,

Plaintiff,

-vs-

J. H. HARRIS,

LEONARD L. HARRIS COMPANY,
a corporation, and MARCUS HARRIS
ADMINISTRATOR,

Defendants.

NOV 11 1904
RECORDED

JOURNAL ENTRY OF DECISION

This cause came on to be heard this 11th day of January, 1905, plaintiff appearing in person and by his attorneys, Peery, Hildner, Cook and Dyer; and the defendants appearing by their attorneys, Foster, Tabor & Co., before a jury of twelve good men, who being duly empanelled and sworn, well and truly to try the issues joined between plaintiff and defendants and a true verdict rendered according to the evidence; and having heard the evidence, the charges of the court and the argument of counsel upon their oaths say that the plaintiff has failed to sustain the allegations of his petition and is not entitled to judgment, and that the defendant, Marcus Earl Harris, failed to sustain the allegations of his cross-petition and is not entitled to judgment.

It is HEREBY ORDERED, judgment of the court by the court that judgment be entered against the plaintiff on his petition, and against the defendant, Marcus Earl Harris, on his cross-petition.

Wm. H. Hildner
Judge

Approved as to cost:

Wm. Hildner
Attorney for Plaintiff

Wm. Hildner
Attorney for Defendant

Wm. Hildner
Attorney for Plaintiff

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

ANDERSON TULLY COMPANY,
a Corporation,

Plaintiff,

vs.

M. C. MITCHELL, a/b/a GLOBE BUILDERS
SUPPLY COMPANY,

Defendant.

No. 3708
Civil

J U D G M E N T

On this 22nd, day of June, 1955, there came on for hearing the above captioned case both sides appearing by their respective counsel.

The Court being fully advised in the premises finds that the issue is for the plaintiff and against the defendant.

It is ordered that the plaintiff have and recover judgment against the defendant in the amount of \$2,505.45, with interest at the rate of 6% per annum from and after January 12th, 1955, together with costs.

W. H. ...
J U D G E

O. K. AS TO FORM:

W. H. ...
Attorney for Plaintiff

O. K. AS TO FORM:

W. H. ...
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA.

United States of America,

Applicant,

vs.

Mr. and Mrs. Lea Roy Stegall,

Respondents.

No. 3736 Civil

O R D E R

This cause having come on before the court on the 23rd day of June, 1955, pursuant to an application for a Preliminary Injunction filed by the United States of America against Mr. and Mrs. Lea Roy Stegall, Respondents, due notice having been served upon the respondents, and all parties being present and before the court, the court finds that there is sufficient cause shown for the granting of a preliminary injunction, and hereby orders and decrees that a preliminary injunction should issue with respect to the portions of land owned by Mr. and Mrs. Lea Roy Stegall in Sections 4, 5, 8 and 9, Township 25 North, Range 5 East, Osage County, Oklahoma, enjoining Mr. and Mrs. Lea Roy Stegall, as surface owners of said property, from interfering in any way with the seismic operations, particularly the drilling and shooting of shot holes on said lands by the Per-mastee, Charles W. Oliphant, and/or his Agents. This injunction shall be considered as an In Rem Preliminary Injunction, incidentally affecting the surface owners of the property heretofore described, and shall be in force and effect until such time as the rights of the permittees in whose favor it is granted shall expire by due operation of law.

IT IS FURTHER ORDERED AND DECREED that the Applicant, United States of America, should have its costs in this proceeding.

AND IT IS SO ORDERED.

Dated this 4 day of June, 1955.

Walter H. Jones
U. S. DISTRICT JUDGE.