[illegible]

[illegible]

[illegible] INC., Plaintiff,	(	
v.	)	No. 3057 Civil
[illegible] C., et al., Defendants.	(	

O R D E R

This cause coming on for disposition pursuant to regular assignment this [illegible] day of March, 1964, plaintiff being represented by its attorneys McNeill and McNeill, it being shown to the court that said plaintiff having appealed from an order of the court heretofore entered in favor of defendants, which order had been sustained by the United States Circuit Court of Appeals for the 10th Circuit and certiorari denied by the Supreme Court of the United States and plaintiff having moved to dismiss said cause without prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that this cause be and the same is hereby dismissed without prejudice at cost of plaintiff.

[illegible]
Judge.

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

JAMES H. CAGLE,

Plaintiff,

vs. NO. 3606 Civil

KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation,

Defendant.

JOURNAL ENTRY OF JUDGMENT

This cause came on for trial on the 4th day of February, 1955, before Honorable Royce H. Savage of this Court, pursuant to regular assignment and published docket of this Court. The plaintiff, James H. Cagle, appeared in person and by his attorneys of record, Wm. H. DeParcq and Pat Malloy, and the defendant, The Kansas City Southern Railway Company, a corporation, appeared by its duly authorized officials and by its attorneys of record, Kelly Brown and F. H. Hardin, and both parties announced ready for trial. Thereupon a jury was impaneled and sworn and evidence was submitted. After proceedings in the hearing of the evidence, an adjournment of the Court was had from the 5th day of February, 1955, to the 7th day of February, 1955, and thereupon a trial of said cause was further had and after the submission of all the evidence on the part of both the plaintiff and the defendant and the testimony and the argument, the Court duly instructed the jury and said cause was submitted to the jury for its determination. After due deliberation the jury returned in open Court its verdict in words and figures as follows, to-wit:

"Verdict

We, the jury, in the above entitled cause duly impaneled and sworn upon our oaths find for the plaintiff and assess damages in the amount of $35,000.00."

Upon reading of said verdict in open court in the presence of counsel of both parties judgment was pronounced in accordance with said verdict.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, James H. Cagle, have judgment for the sum of Thirty-five Thousand ($35,000.00) Dollars.

/s/ Royce H. Savage
Judge

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

PORTER E. JONES, Plaintiff,	)	
vs.	)	Civil Action No. 3711
RICHARD W. CARPENTER, Defendant.	)	

FILED

JUL 18 1955

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

ORDER OF DISMISSAL

Now on this 18th day of July, 1955, the above matter coming on for hearing upon an application of plaintiff for permission to dismiss the above entitled cause with prejudice, and it appearing to the Judge of this court that the parties hereto have compromised and settled all matters in controversy herein.

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

[signature]
District Judge

APPROVED AS TO FORM:

[signature]
Porter E. Jones, Plaintiff

[signature]
Richard W. Carpenter, Defendant

HOUSTON, KLEIN, MELONE & DAVIDSON

By [signature]

MAZZERA, SNYDER & DeMARTINI

By [signature]
Attorneys for Plaintiff

[signature]
Robert W. Raynolds
Attorney for Defendant

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

FIRE INSURANCE EXCHANGE, by and through FIRE UNDERWRITERS ASSOCIATION, Attorney in Fact, Plaintiff, -vs- RILEY R. BARNARD; FARMERS AND MERCHANTS STATE BANK, an Oklahoma banking insitution; J. H. RANSOM; LUMBERMENS MUTUAL INSURANCE COMPANY, a foreign corporation; VIRGINIA L. BARNARD and ANNALU H. RANSOM, Defendants.	NO. 3706 - Civil FILED JUL 18 1955 NOBLE C. HOOD Clerk, U. S. District Court

D E C R E E

On this 18th day of July, 1955, the Findings of Fact and Conclusions of Law having been made and entered in this cause, it is hereby ordered, adjudged and decreed as follows:

I.

Plaintiff's cause of action is hereby dismissed without prejudice, a settlement having been made between all interested parties herein.

II.

The cross petition of defendant Farmers and Merchants State Bank is hereby dismissed without prejudice, the same having been amicably settled.

III.

The cross petition of defendant Riley R. Barnard and Virginia L. Barnard is hereby dismissed without prejudice as to defendant Farmers and Merchants State Bank and as to plaintiff.

IV.

The cross petition of defendants Riley R. Barnard and Virginia L. Barnard as to all other defendants is hereby denied.

V.

The cross petition of defendants James H. Ransom and Annalu H. Ransom as to Lumbermens Mutual Insurance Company, defendant, is denied.

VI.

The contract of sale involved herein is vacated and set aside and defendants Riley R. Barnard and Virginia L. Barnard are ordered to restore the defendants J. H. Ransom and Annalu H. Ransom the sum of One Thousand ($1000.00) Dollars, or in lieu thereof the real estate agents holding the same are required to do so.

Dated this 21st day of June, 1955.

/s/ Roger H. Savage
JUDGE

O.K.: MANNATT, KNIGHT & KNIGHT

By [signature]
Attorneys for Plaintiff

O.K.: COVINGTON & DONOVAN

By [signature]
Attorneys for Defendants Riley R. and Virginia L. Barnard

O.K.: FARMER, WOOLSEY, FLIPPO & BAILEY

By [signature]
Attorneys for J. H. and Annalu H Ransom, Defendants

O.K.: HICKMAN & HICKMAN

By /s/ Frank R. Hickman
Attorneys for Defendants Farmers and Merchants State Bank

O.K.: ROSENSTEIN, FIST & MESIROW

By [signature]
Attorneys for Defendant Lumbermens Mutual Insurance Company

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

ROY B. THOMPSON, JR., Executor of the Will of Roy B. Thompson, Deceased,	)	
Plaintiff	)	
v.	)	CIVIL NO. 3627
EARL R. WISEMAN, District Director of Internal Revenue,	)	
Defendant	)	

FILED

JUL 22 1955

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

JOURNAL ENTRY OF JUDGMENT

The findings of fact and conclusions of law of this Court having been made and filed herein, whereby the issue is found generally in favor of the defendant and against the plaintiff, it is, therefore, by this Court

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

Dated this 22 day of July, 1955.

Royce H. Savage
ROYCE H. SAVAGE
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DIS ICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

VIRGIL F. FARAR, PLAINTIFF,	)	Civil Action
-vs-	)	No 3686
R. W. DIXON, DBA R.W. DIXON CONCRETE PIPE CO., DEFENDANT.	)	

FILED

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

ORDER OF DISMISSAL WITH PREJUDICE

Now on this 25 day of January, 1955, this matter coming on for hearing upon the application of the plaintiffs for an order of dismissal with prejudice, the court having considered the same, finds that it should granted.

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

Frank H. Lewis
Judge.

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

BURKE DRILLING COMPANY, a copartnership consisting of H. E. BURKE AND R. W. STEVENS, Plaintiff, vs. B. H. & P. DRILLING COMPANY, a copartnership consisting of CURT BROWN, RAYMOND L. HORN, AND SHERMAN R. PERRIN, Defendant.	No. 3707

FILED

AUG - 3 1955

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

DECREE

The above entitled matter having come on for trial on the 19th day of July, 1955, and after the presentation of evidence, having been continued until the 26th day of July, 1955 for further argument, and the court having this day filed his findings of fact and conclusions of law herein;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that plaintiff have judgment against defendant B. H. & P. Drilling Company, a co-partnership consisting of Curt Brown, Raymond L. Horn, and Sherman R. Perrin, in the amount of $2,694.54, and for its costs herein.

Entered this 3 day of August, 1955.

District Judge

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

United States of America, Applicant,	)	
vs.	)	No. 3/52 Civil
Robert L. Donelson, Respondent.	)	

FILED

AUG - 4 1955

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

ORDER

This cause having come on for hearing before this court this 4th day of August, 1955, the United States of America being represented by B. Hayden Crawford, United States Attorney, and Charles H. Froeb, Assistant United States Attorney, for the Northern District of Oklahoma, and the respondent, pursuant to an Order to Show Cause, dated July 27, 1955, and served upon the respondent personally the same date, having failed to make appearance, and the court having heard evidence on behalf of the United States of America in support of the Order to Show Cause, dated July 27, 1955,

HEREBY ORDERS that the Preliminary Injunction issued July 27, 1955, pursuant to Findings of Fact and Conclusions of Law filed the same date, be now made permanent and be in force and effect until such time as the rights of the permitee in whose favor it is granted shall expire by due operation of law, and that the United States of America have its costs in this proceeding.

Dated this 4th day of August, 1955.

Royce H. Savage
UNITED STATES DISTRICT JUDGE

IN THE DISTRICT COURT OF THE UNITED STATES FOR

THE NORTHERN DISTRICT OF OKLAHOMA

MYRTLE DeVILLIERS, Plaintiff, -vs- THE EAGLE-PICHER COMPANY, An Ohio Corporation, Defendant.	)	No. 3582 Civil

FILED

AUG - 8 1955

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

- ORDER OF DISMISSAL -

This matter coming before the Court upon the motion of the plaintiff, Myrtle DeVilliers, moving the dismissal of the above captioned cause, and it appearing to the Court that said motion should be granted;

IT IS THEREFORE HEREBY ORDERED that the above styled cause be and the same hereby is dismissed with costs taxed to the plaintiff.

Dated this 8th day of Aug., 1955.

/s/ ROYCE H. SAVAGE
DISTRICT JUDGE

[illegible] DISTRICT COURT

[illegible] DISTRICT OF VIRGINIA

The [illegible] Life Insurance Company [illegible] corporation,

Plaintiff,

vs.

No. [illegible] Civil

[illegible] Mourney, Administrator of the estate of [illegible] velyn [illegible], deceased, et al.,

Defendants.

FILED

AUG - 8 1955

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

JUDGMENT

In pursuance of the Findings of Fact and Conclusions of Law this date filed in this cause of action,

IT IS ADJUDGED AND ORDERED by the Court that the insurance remaining in the interpleader fund amounting to 29,004.75 be paid to [illegible], Jr., [illegible] Elizabeth Debeock and [illegible] Gorbert [illegible], defendants herein, in equal portions.

(S) [illegible]
JUDGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF VIRGINIA

[illegible] of [illegible], Plaintiff, v. [illegible] Barnard and Lucille [illegible], Defendants and Third-party Plaintiff, v. [illegible], [illegible] Station, Company, and Julian [illegible] Co., Inc., Third-party Defendants.	Civil No. 3866 FILED APR [illegible] 1955 NOBLE E. HOOD Clerk, U.S. District Court

[illegible] OF [illegible] AND THIRD-PARTY PLAINTIFF'S

[illegible] 11th day of [illegible], 1955, [illegible] the said defendants and third-party plaintiffs by their attorneys, [illegible], Bischart & Stuart and [illegible] Nelson, and thereupon on motion, it is ordered by the court that this counterclaim for interpleader filed herein be and the same hereby is dismissed without prejudice to their right to bring a new action in this behalf.

Roger H. Kerr
United States District Judge

[illegible] DISTRICT [illegible]

[illegible]

[illegible]

[illegible] COMPANY,
[illegible], a Corporation,

Plaintiff,

vs.

[illegible] SMITH [illegible]
COMPANY and UNITED PACIFIC INSURANCE
COMPANY, a Corporation,

Defendants.

3646

FILED

AUG [illegible] 1985

NOGLE C. WOOD
Clerk, U.S. District Court

JUDGMENT

Pursuant to the Findings of Fact and Conclusions of Law entered herein on [illegible]

IT IS HEREBY ORDERED, ADJUDGED AND DECREED BY THE COURT that the plaintiff, Minnesota Mutual Life Insurance Company, a Corporation, [illegible] and it is hereby granted a judgment against the defendants, [illegible] Smith, doing business as [illegible] Insurance Company, and United Pacific Insurance Company, a Corporation, in the sum of [illegible] in principal with interest thereon at the rate of [illegible] per annum from the [illegible] day of August, [illegible], [illegible] with the costs of this action, and the Clerk [illegible] asid[illegible] judgment herein.

Dated this [illegible] day of August [illegible].

[illegible]
[illegible] Judge, United States District Court
[illegible] Northern District of Oklahoma

APPROVED AS TO FORM:

Ungerman, [illegible], Grabel & Ungerman

By [illegible]
Attorneys for Plaintiff

[illegible]
[illegible]

By [illegible]
Attorneys for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America, Plaintiff,	)	
vs.	)	Civil No. 3681
Dewey M. Davis and Helen K. Davis, Defendants.	)	

FILED
AUG 11 1955
NOBLE C. HOOD
Clerk, U.S. District Court

JUDGMENT

On this 11th day of August 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 this is an action upon a promissory note and for foreclosure of a mortgage upon real estate securing the note and upon a second promissory note and for foreclosure of a mortgage upon personal property securing the second note, which real estate and personal property are located in the County of Delaware, State of Oklahoma, within the Northern Judicial District of Oklahoma.

It is further found by the Court that an order for service upon the defendants outside the State was filed herein on April 22, 1955, in which order the defendants were directed to appear, plead, answer, or otherwise move with respect to the complaint herein on or before the 20th day of May 1955. Summons was issued to the U. S. Marshal for the District of Kansas, which summons was returned, stating that the defendants were served on April 27, 1955. Defendants have failed to answer the complaint or otherwise plead herein, and, therefore, are and should be adjudged in default.

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

The Court further finds that all the allegations of the plaintiff's complaint are true; that on November 13, 1951, the defendants, Dewey M. Davis

and Helen K. Davis, did execute to the plaintiff, acting through the Administrator of the Farmers Home Administration, their written promissory note in the sum of $7,950, with interest at the rate of four per cent (4%) per annum, and payable $10 on the 31st day of March 1952, and 39 installments of $401.63, each payable annually thereafter with the final installment including the sum of any remaining principal and interest, payable 40 years from the date of the note; that on November 13, 1951, the same date as the execution of the note, and as a part of the same transaction, and for the purpose of securing payment of the note, the defendants, Dewey M. Davis and Helen K. Davis, did execute a real estate mortgage to the United States of America, acting through the Administrator of the Farmers Home Administration, pursuant to the provisions of Title 1 of the Bankhead-Jones Farm Tenant Act, as amended, which mortgage covered the following described property in the County of Delaware, State of Oklahoma, to-wit:

> Tract 1: The south half (S½) of the southeast quarter (SE¼) of Section 17, Township 23 North, Range 24 East, I.M., Delaware County, Oklahoma, being the same land conveyed to mortgagor herein by warranty deed dated 3rd day of December, 1951, from Ray J. Gibson and Pearl K. Gibson, his wife, and intended to be recorded simultaneously herewith;
>
> Tract 2: The northeast quarter (NE¼) of the southeast quarter (SE¼); the east half (E½) of the northwest quarter (NW¼) of the southeast quarter (SE¼), of Section 17, Township 23 North, Range 24 East, I.M., Delaware County, Oklahoma, being the same land conveyed to mortgagor herein by warranty deed dated 3rd day of December 1951, from Don H. Lee and La Rose Lee, his wife, and intended to be recorded simultaneously herewith

together with all rents and other revenues, or income therefrom, all appurtenances thereunto belonging and all improvements, water and water rights, and personal property now, or hereafter attached to or reasonably necessary to the use of the real property herein described; that this mortgage was duly filed of record in the office of the county clerk for Delaware County, Oklahoma, on the third day of December 1951, and recorded in Book 191 at pages 1013-1016.

The Court further finds that the defendants defaulted in payment of the installment due on the note on March 31, 1954, and there is now due and owing upon the note the sum of $7,817.34, principal, plus $649.07, interest, plus interest on the principal at the rate of four per cent (4%) per annum from October 25, 1954.

The Court further finds that on September 11, 1951, the defendants, Dewey M. Davis and Helen K. Davis, ~~did execute to the plaintiff~~, did execute to the plaintiff, acting through the Administrator of the Farmers Home Administration, their written promissory note in the sum of $2,000 in the following installments of principal, on or before the dates indicated, plus interest on the unpaid balance at the rate of five per cent (5%) per annum until paid; $400 on September 1, 1952; $400 on September 1, 1953; $400 on September 1, 1954; $400 on September 1, 1955; and $400 on September 1, 1956; that on January 8, 1953, for the purpose of securing payment of the balance of unpaid principal on the last-described note, the defendants, Dewey M. Davis and Helen K. Davis, did execute a crop and chattel mortgage to the United States of America, acting through the Administrator of the Farmers Home Administration, which mortgage covered, among other things, the following described personel property in the County of Delaware, State of Oklahoma, to-wit:

One (1) 1950 Farmall tractor, Type "C", Motor or Serial No. 73676.
One (1) Farmall plow, Type C-151.
One (1) Farmall mower, Type C-151.
One (1) Farmall disk harrow, Tandem 7' - 9a.

of the total value of approximately $1,200; that this mortgage was duly filed of record in the office of the county clerk for Delaware County, Oklahoma, on January 16, 1953.

The Court further finds that the defendants defaulted in payment of the installment due on the last-mentioned note on September 1, 1953, and there is now due and owing upon the note the sum of $1,600, principal, plus $170.81, interest, plus interest on the principal at the rate of five per cent (5%) per annum from October 25, 1954.

The Court further finds that the plaintiff has a first and prior lien on the real estate and premises described above by virtue of its real estate mortgage, and further finds that plaintiff has a first and prior lien on the personal property described above by virtue of its crop and chattel mortgage. The Court further finds that the real estate mortgage contains the words "appraisement is hereby specifically waived" and further finds that the crop and chattel mortgage contains the words "Mortgagor * * * waives all rights of appraisement."

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that plaintiff have judgment against the defendants, Dewey M. Davis and Helen K. Davis, for the sum of $7,817.34, principal, plus $649.07, interest, plus interest on the principal at the rate of four per cent (4%) per annum from October 25, 1954, to the date of judgment, and interest at the legal rate after the date of judgment, and for the further sum of $1,600.00, principal, plus $170.81, interest, plus interest on the principal at the rate of five per cent (5%) per annum from October 25, 1954, to the date of judgment, and interest at the legal rate after the date of judgment, and for its costs.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that in the event defendants fail, for six (6) months from the date of the entry of judgment herein, to pay the sum of $7,817.34, principal, plus $649.07, interest, plus interest on the principal at the rate of four per cent (4%) per annum from October 25, 1954, to date of judgment, plus interest at the legal rate after entry of judgment, 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 appraisement the real estate and premises described above, 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 $7,817.34, principal, plus $649.07, interest, plus interest on the principal at the rate of four per cent (4%) per annum from October 25, 1954, to the date of judgment, and interest at the legal rate after the date of judgment.

(4) The residue, if any, to pay 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 cost, execution may issue against the defendants for the remainder unpaid.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court 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 appraisement the personal property described in the crop and chattel mortgage, 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 to the plaintiff the sum of $1,600.00, principal, plus $170.81, interest, plus interest on the principal at the rate of five per cent (5%) per annum from October 25, 1954, to the date of judgment, and interest at the legal rate after the date of judgment, and for its costs.

(3) 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 cost, execution may issue against the defendants for the remainder unpaid.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that from and after the sale of such real property and personal 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 and from any lien, right, title, interest, estate, or equity in and to or upon the real estate or personal property, or any part thereof.

/S/ Royce H. Savage
United States District Judge

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

J. R. MITCHELL, Plaintiff,	)	
vs.	)	Civil Action No. 3288
JAKE DRYER, et al., Defendants.	)	

ORDER ON MOTION FOR NEW TRIAL

Now, on this 5th day of August, 1955, comes on for hearing defendants' Motion for New Trial and Defendants' Objection to Plaintiff's Bill of Costs, and plaintiff being present by part of his attorneys, Glenn A. Young and David Young, and defendants being present by their attorney, Al Commons, and the court being fully advised in the premises finds that it should and does hereby overrule in its entirety Defendants' Motion for New Trial, and grants Defendants' Objection to Plaintiff's Bill of Costs insofar as the same allows the sum of $51.00 costs in connection with depositions, which sum of $51.00 is hereby disallowed.

Defendants except to the court's order overruling their Motion for New Trial.

/s/ ROYCE H. SAVAGE
District Judge

OK as to form:

/a/ Al Commons,
Attorney for all Defendants

YOUNG, YOUNG & YOUNG and
HELEN YOUNT

By /s/ Glenn A. Young
Attorneys for Plaintiff.

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

PATRONCE WALLENDORE McNULTY, individually, etc., PLAINTIFFS.	
Vs.	No. 3002-CIVIL.
MULLENDORE TRUST COMPANY, ET AL., DEFENDANTS	

FILED
AUG 29 1955
NOBLE C. HOOD
Clerk, U.S. District Court

ORDER

Upon the Trustees' application in that behalf,

IT IS ORDERED That A. C. Adams, Mildred M. Adams and Bessie M. Johnson as Trustees of the Mullendore Trust Company, be and they are hereby authorized to accept the offer of CHARLES B. GIDDENS to purchase for Thirteen Thousand Five Hundred and no/100 ($13,500.00) Dollars cash, the following described property owned by the Mullendore Trust Company:

> The West 110 feet of Lot Eight (8), all of Lot Nine (9), and the South 6 inches of Lot Ten (10), all in Block Six (6), in the Original Town, (now City), of Cleveland, Pawnee County, Oklahoma,

together with all improvements thereon, and to make, execute and deliver to said purchaser a conveyance thereof upon the payment of the full purchase price.

THIS 29 day of July, 1955.

Leon H. Savage
DISTRICT JUDGE.

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

Missouri, Kansas & Oklahoma Coach Lines, Plaintiff,	
vs.	No. 3589
The United States, Defendant.	

FILED

AUG 1 9 1955

NORMAN C. HOOD
Clerk, U. S. 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 plaintiff recover from the defendant, as overpayment of income taxes for the year 1949, the amount of $44,056.08 plus interest from and after July 28, 1952, as provided by law, and for costs of suit.

ORDERED this 19th day of August, 1955.

District Judge

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE

NORTHERN DISTRICT OF OKLAHOMA

BESSIE A. STEWART, EXECUTRIX OF THE WILL AND ESTATE OF HARRY L. STEWART, Plaintiff,	)	
vs.	)	Civil Action
UNITED STATES OF AMERICA, Defendant.	)	No. 3674

FILED

AUG 29 1955

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

JUDGMENT

Now, on this 29th day of August, 1955, the Court having heretofore made and filed findings of fact and conclusions of law:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover from the defendant, United States of America, the sum of $8,561.14, together with interest according to law and costs of this action.

Royce H. Savage
United States District Judge

APPROVED AS TO FORM:

B. W. Griffith

a n d

Houston, Klein, Melone & Davidson

By John C. Martin, Jr.
John C. Martin, Jr., Attorneys for Plaintiff

United States Attorney

By Charles H. Fisher

Attorneys for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America, Plaintiff,	)	
vs.	)	Civil No. 3688
Willard A. Staggs and Norma Staggs, Defendants.	)	

FILED
AUG 29 1955
NOBLE C. HOOD
Clerk, U.S. District Court

JUDGMENT

On this 29th day of August 1955, the above-entitled action coming on for hearing, the plaintiff, appearing by Robert S. Rizley, Assistant U. S. 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 November 14, 1950, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the sum of $1,119.86, to Arkansas Home Building & Repairing; that the defendants defaulted in the payments on the note, and in accordance with the provisions of the aforementioned Act, the note was signed thereafter to this plaintiff; that there is now due and owing on the note the sum of $663.42, principal, with interest thereon at the rate of six per cent (6%) per annum from January 2, 1952.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Willard A. Staggs and Norma Staggs, for the sum of $663.42, principal, plus interest on the principal at the rate of six per cent (6%) per annum from January 2, 1952, to date of judgment, plus interest at the legal rate thereafter until paid in full, and for its costs.

Dave H. Lewis
United States District Judge

[illegible] DISTRICT [illegible] STATES
FOR THE [illegible]
[illegible]

[illegible],
Plaintiffs,
vs.

[illegible],
Defendant.

[illegible],
[illegible], and
[illegible],
Additional Defendants
on Counterclaim.

Civil Action No. 2010.

FILED
AUG [illegible]
NOBLE [illegible] HOOD
Clerk, U.S. District Court

[illegible]

[illegible] of the [illegible] this [illegible],

[illegible], balance [illegible] paid as [illegible]

[illegible]

[illegible] Plaintiffs, [illegible] [illegible].22.

[illegible] Production [illegible] 12,571.72.

[illegible]

Attorney [illegible]

Byron V. Brown
Attorney for [illegible] Production [illegible]
[illegible]

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, a national banking association, Plaintiff, vs W. H. INGERTON, JR., et al., Defendants.	Civil No. 2090

FILED

AUG 5 1955

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

DEFICIENCY JUDGMENT

ON THIS first day of July, 1955, there came on for hearing Plaintiff's Motion for Leave to Enter a Deficiency Judgment herein and it appearing that the defendant, W. H. Ingerton, Jr., against whom the deficiency judgment has been sought has been duly notified as provided by the order of this Court entered herein on the 23rd day of June, 1955, that said motion will be heard on this date; and the Court having considered said motion and the evidence in support thereof adduced in open court, finds that the fair and reasonable market value of the property involved in this action as of the date of the Special Master's Sale thereof, to-wit: August 12, 1955, was $71,290.00 and that the aggregate amount of the judgment rendered herein, together with interest and attorney's fees amounts to $244,350.38, which amount less the value of said property in the sum of $71,290.00 as above determined and less the sum of $27,046.52 this day transferred by the Receiver herein to the Plaintiff, leaves a deficiency of $146,013.86.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED that plaintiff have and recover of and from the defendant, W. H. Ingerton, Jr., a deficiency judgment for $146,013.86 for which let execution issue.

Roger H. Tuttle
Judge

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

Farmers Insurance Exchange, by and through Farmers Underwriters Association, Attorney in Fact, Plaintiff, vs. Glenn M. Johnson, also known as Glen Johnson, and Hugh A. Gabriel, Defendants	No. 3677

FILED

AUG 31 1955

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

ORDER OF DISMISSAL

The above matter coming on to be heard this 31st day of August, 1955, upon the written stipulation of the parties for a dismissal of said action without prejudice, the Court having examined said stipulation, finds that said parties have entered into a compromise settlement covering all claims involved in the action and have requested the Court to dismiss said action without prejudice to any future action, and the Court being fully advised in the premises, finds that said action should be dismissed pursuant to said stipulation.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the action of plaintiff filed herein against the defendants be and the same is hereby dismissed without prejudice to any future action.

Royce H. Savage
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN

DISTRICT OF OKLAHOMA

C. B. Christie, Jr., and Morris E. Stewart, partners d/b/a Christie-Stewart Drilling Co., Plaintiffs,	:	
vs.	:	No. [illegible]-Civil
W. E. Green, et al., Defendants.	:	

FILED
IN OPEN COURT
AUG 31 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. The plaintiffs, C. B. Christie, Jr., and Morris E. Stewart, partners d/b/a Christie-Stewart Drilling Co., should have judgment against the defendant W. E. Green in the amount of $[illegible],[illegible].19, together with interest on the sum of $[illegible] from the date of judgment herein until paid, at the rate of ten per cent (10%) per annum, and with interest on the balance of said sum, being $4,[illegible], at the rate of six per cent (6%) per annum from the date of judgment herein until paid.

2. The defendant Community State Bank of Tulsa shall have and recover of and from the defendant W. E. Green the sum of $10,[illegible].60, together with interest thereon at the rate of six per cent (6%) per annum from the date hereof until paid.

3. The plaintiffs, C. B. Christie, Jr., and Morris E. Stewart, partners d/b/a Christie-Stewart Drilling Co., are adjudged to have a first and prior lien upon and against an undivided one-half (1/2) interest in and to the oil and gas leasehold estate presently subsisting upon the following described lands in Creek County, Oklahoma, to-wit:

The [illegible] of the [illegible] and the [illegible] of the [illegible] of [illegible] of Section 11, [illegible], [illegible] North, [illegible] East of the Indian Meridian,

together with and including all personal property, materials and equipment installed thereon and appurtenant thereto which said lien is adjudged to secure the whole of the judgment entered in Paragraph "1" above, and to be prior and superior to the rights, title, lien or interest of all and every of the parties to this action.

4. The defendant Community State Bank of Tulsa is adjudged to have a first and prior lien upon and against the following described oil and gas leasehold interest and estates, formerly held by the defendant C. E. Green, but the legal title to which is now held by the defendant Vaughn S. Bryan, to-wit:

> An undivided 1/4th interest in a producing oil and gas lease given by Charles W. Lewis, et al., lessors, in favor of C. E. Green, et al., lessees, covering the N½ of the S½ of Section 26, Township 21 North, Range 5 East, Pawnee County, Oklahoma, which said lease is duly recorded in Book 25 of Oil and Gas Leases, at page 113 of the records of Pawnee County, Oklahoma;
>
> An undivided 1/4th interest in and to a producing oil and gas lease subsisting upon and covering Lots 1 and 2, and the N½ of the S½, of Section 16, Township 21 North, Range 5 East of the Indian Meridian, Pawnee County, Oklahoma;
>
> An undivided 1/8 interest in and to a producing oil and gas lease now subsisting upon and covering the N½ of the S½ of the N½ of Section 16, Township 17 North, Range 13 East of the Indian Meridian, Tulsa County, Oklahoma, being known as the "Walker lease", and being a lease given by Georgia Douglas Walker, et al., as lessors, in favor of C. E. Green and C. M. Barham, as lessees, dated March 14, 1951, and recorded in Book 2186, at page [illegible] in the records of Tulsa County, Oklahoma;
>
> An undivided 1/16th interest, until such time as the said interest shall have produced and paid the sum of $5,000.00 out of the proceeds of oil produced, saved and marketed from such interest (commonly known and described as an oil payment) in a certain oil and gas lease given by Doris Horner, et al., as lessors, in favor of C. M. Barham, as lessee, on June 14, 1951, subsisting upon and covering the SW/4 of Section 14, Township 17 North, Range 6 East of the Indian Meridian, Tulsa County, Oklahoma, which said lease is duly recorded in Book 2187, at page [illegible] of the records of Tulsa County, Oklahoma;

> [illegible] undivided 1/3rd interest [illegible] producing oil and gas lease now subsisting upon and covering the [illegible] of the NW, Section [illegible], Township [illegible] South, Range 7 West, Kingman County, Kansas, [illegible] in the Brand lease, and duly recorded in the records of said County in Book 56, at page [illegible],

together with the following all personal property material and equipment located thereon and appurtenant thereto, which need not be adjudged to secure the mode of the judgment entered in paragraph "7" above, and to be prior and superior to the rights, title, lien or interest of the said party of the particular to this action.

[illegible] the said Willis, C. B. Carlson, Jr., and Harry [illegible] Stewart, partners d/b/a Carlson-Stewart Drilling Co., are adjudged the [illegible] lien, second and junior to the lien above adjudged in favor of defendant Community State Bank of Kiowa, but prior and superior to the right, lien or interest of every other party to this action, upon the aforesaid certain oil and gas lease estate and interests, namely the property of the defendant [illegible] Green, described in paragraph "4" above of said Judgment, which said lien is adjudged to be [illegible] security for the full amount of the judgment entered in Paragraph [illegible] above in favor of the said plaintiffs.

6. The lien of plaintiffs as set forth in paragraphs "3" and "5" is foreclosed upon and against the properties described in said paragraphs and in the priorities there adjudged.

7. The lien of the defendant Community State Bank of Kiowa, is foreclosed against the properties described in paragraph "4" of said Judgment, with the priority adjudged in said paragraph.

8. The plaintiffs shall exhaust said security as adjudged in their favor under paragraph "5" above before having recourse to the security adjudged in their favor under paragraph [illegible] of this judgment.

9. The defendant Vaughn C. Bryan is adjudged to hold legal title to the property described in paragraph "4" as the agent and trustee

of the defendant Community State Bank of [illegible] and for its sole use and benefit, the [illegible] and decrees [illegible] judgment in favor of the said State Bank in said paragraph 4, and is directed to [illegible] of said judgment at and pursuant to the further order of this Court upon the following [illegible] thereof by execution or order of sale [illegible] the said properties, except as the further order of the Court [illegible] respect with [illegible] to such future disposition of the said properties, all parties [illegible] action shall take nothing against the defendant [illegible], and he shall recover his costs herein laid out and expended.

10. The defendants L. J. Peterson, [illegible] Cassidy and Oil Producers and Refiners, Inc., shall take nothing against the plaintiffs or against the defendant Community State Bank of [illegible], but shall have judgment over against the defendant [illegible], which is reserved by the Court for future determination and further order and judgment upon and following execution on the judgments granted in favor of the plaintiffs and the defendant Community State Bank of [illegible]. Jurisdiction is expressly reserved to determine and enter such judgment upon the future motion of the defendants Peterson, Cassidy and Oil Producers and Refiners, Inc., or by the Court on its own motion as the further and future event of the action shall justify. The defendants L. J. Peterson, L. [illegible] Cassidy and Oil Producers and Refiners, Inc., shall have and recover their costs herein laid out and expended against the defendant [illegible].

11. The defendant Johnson Oil and Refining Company has been ordered and directed to pay certain proceeds of oil produced and sold from the property described in paragraph [illegible] hereof into the registry of this Court, which proceeds consist of the undivided one-half of all oil produced and sold by said defendant from the said property and attributable to one-half of the seven-eighths working interest in said lease since the date of commencement of this action. Upon payment of the same into the registry of the Court in compliance with said order, it is adjudged

[illegible] shall [illegible] recover the costs [illegible] expended [illegible] the defendants, [illegible] ~~[illegible]~~

[illegible] The [illegible] the Court [illegible] described [illegible] show, [illegible] over [illegible] credit upon [illegible] over in pursuance hereof.

[illegible] Plaintiffs shall recover the costs herein [illegible] expended [illegible] the defendants [illegible] Chemical and Production and Refining, Inc.

[illegible] Defendants Chemical [illegible] and recover the costs herein [illegible] equal [illegible] against [illegible] Green.

[illegible] Nevertheless, order of [illegible] or enforcement shall issue forthwith upon [illegible] decree not [illegible] enforce the same.

[illegible] this [illegible] day of [illegible] 1955.

Clyde H. Jeffries
[illegible] DISTRICT JUDGE

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT

OF OKLAHOMA

UNITED STATES OF AMERICA, Plaintiff,	)	
vs.	)	Civil Action No. 3651
HAWK DAIRIES, INC., Defendant,	)	

J U D G M E N T

Now on this 30th day of August, 1955, the plaintiff's motion for summary judgment 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, and Webster P. Maxson, attorney with the Department of Agriculture, appearing specially for the purpose of this motion only, and the defendant, Hawk Dairies, Inc., appearing by its attorneys, R. L. Davidson, Jr. and Gerald B. Klein of Houston, Klein, Melone & Davidson, and the court having heard the arguments of counsel and being fully advised in the premises finds that the plaintiff's motion for summary judgment should be sustained.

The court further finds that a mandatory injunction should issue commanding the defendant, Hawk Dairies, Inc., to fully comply with Section 905.61 of Order No. 5, as amended, issued by the Secretary of Agriculture under the Agricultural Marketing Agreement Act of 1937, regulating the handling of milk in the Oklahoma City, Oklahoma, marketing area, and particularly to pay to the market administrator at Oklahoma City, Oklahoma, all sums which are now due or which may become due from the defendant to the market administrator under the terms and provisions of Order No. 5.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that defendant from this day forward shall comply with the terms and provisions of Section 905.61 of Order No. 5, as amended, and particularly shall pay to the market administrator of Order No. 5 within fifteen days from the entry hereof all sums due and owing from defendant to the market administrator under Order No. 5, and thereafter shall pay to the market administrator such further sums as may become due under Order No. 5 as they accrue, all such sums so

paid to be held in escrow by the market administrator pending further order of the court directing disposition thereof. This order of the court is without prejudice to the rights of the defendant in the pending administrative procedure before the Secretary of Agriculture under the provisions of the Agricultural Marketing Agreement Act of 1937. The court hereby retains jurisdiction of this matter for the purpose of entering such further order or for the purpose of affording other appropriate relief.

Royce H. Savage
United States District Judge

APPROVED AS TO FORM:

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

Houston, Klein, Melone & Davidson

By R. L. Davidson
R. L. Davidson, Jr.
Attorneys for Defendant.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

- x

WAYNE ALLISON, :

Plaintiff, :

-against- : No. 3489-Civil

AMERICAN AIRLINES, INC., a corporation, : ORDER AND JUDGMENT
and JOE S. ANDERSON, :

Defendants. :

- x

FILED
SEP 14 1955
NOBLE C. HOOD
Clerk, U.S. District Court

This cause having come on to be heard on motion of defendants American Airlines, Inc. and Joe S. Anderson to dismiss pursuant to Rule 12 of the Federal Rules of Civil Procedure and on motion of said defendants for a summary judgment pursuant to Rule 56 of the Federal Rules of Civil Procedure; the Court having considered the affidavits of Samuel E. Gates, Esq., sworn to February 15, 1955 and April 29, 1955, respectively, in support of said motions of defendants and the affidavit of Henry Weiss, Esq., sworn to April 26, 1955, in opposition to said motions of defendants; the Court having heard oral argument; and plaintiff having conceded that the action against defendant American Airlines, Inc. should be dismissed and summary judgment should be granted with respect to said defendant;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

(1) That upon consent of plaintiff summary judgment be, and it hereby is, granted in favor of defendant American Airlines, Inc. and against plaintiff, and that the

Amended Complaint herein be, and it hereby is, finally dismissed as against American Airlines, Inc., on the merits, with prejudice and with costs to American Airlines, Inc. as against plaintiff; and

(2) That summary judgment be, and it hereby is, granted in favor of defendant Joe S. Anderson and against plaintiff, and that the Amended Complaint herein be, and it hereby is, finally dismissed as to Joe S. Anderson, on the merits, with prejudice and with costs to Joe S. Anderson as against plaintiff.

U.S.D.J.

Dated: Tulsa, Oklahoma
, 1955.

Judgment Entered:
, 1955.

Clerk

Deputy Clerk U. S. District Court
Northern District of Oklahoma

JMB:vm
9/19/55

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE NORTHERN DISTRICT OF OKLAHOMA

M. W. LOVELESS d/b/a LOVELESS MANUFACTURING COMPANY, a sole proprietorship Plaintiff	)	
vs.	)	No. 3524
UNIVERSAL CARLOADING & DISTRIBUTING COMPANY, INC., a corporation Defendant	)	FILED SEP 20 1955 NORMAN P. ... Clerk, U.S. District Court

ORDER OF DISMISSAL

Now on this 20th day of September, 1955, it appearing that the parties have settled this cause, and that plaintiff has acknowledged complete satisfaction and settlement thereof;

NOW, UPON APPLICATION OF PLAINTIFF, IT IS ORDERED that this cause be dismissed with prejudice.

(Signed) Royce H. Savage
United States District Judge

OK John M. Wheeler
for Wheeler & Wheeler
Attys for Plaintiff
OK Jas Sadler
Atty with Defr.

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF OKLAHOMA.

[illegible], Plaintiff,		
vs.		No. 3533 - Civil.
THE COLUMBIAN NATIONAL LIFE INSURANCE COMPANY, a Corporation, Defendant.		

FILED

SEP 28 1955

JACK C. SILVER
Clerk, U. S. District Court

JUDGMENT.

This cause came on to be heard and was argued by counsel.

Whereupon, the Court sustained defendant's motions to dismiss the First, Second and Fourth Causes of Action in Plaintiff's Amended Petition for failure to state a claim upon which relief can be granted, and plaintiff refused to plead further; and pursuant to the Court's findings of fact and conclusions of law herein,

IT IS ORDERED, ADJUDGED AND DECREED by the Court that plaintiff take nothing by this action, that defendant have judgment for its costs herein and be and hereby is dismissed without day.

This September 28th, 1955.

/S/ Royal H. Savage
United States District Judge.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America, Plaintiff,	)	
vs.	)	Civil No. 3665
Leon F. Williams 1832 East 28th Street, N. Tulsa, Oklahoma, Defendant.	)	

FILED
SEP 2 1955
NOBLE C. ROOD
Clerk, U.S. District Court

JUDGMENT

On this 28th day of Sept 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 defendant appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer is and should be adjudged in default.

The Court further finds that all the allegations of plaintiff's complaint are true, and that the defendant is indebted to the plaintiff in the sum of $495.00, with interest thereon at the legal rate from May 13, 1954, until paid.

The Court further finds that the plaintiff has filed herein an affidavit stating that the defendant is not in the military or naval service, and is not an infant or incompetent, which is found to be true.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, Leon F. Williams, for the sum of $495.00, principal, with interest thereon at the legal rate from May 13, 1954, until paid, and for the costs of this action.

/s/ Royce H. Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America, Plaintiff,	)	
vs.	)	No. 3681 Civil
Dewey M. Davis and Helen K. Davis, Defendants.	)	

FILED

SEP 28 1955

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

ORDER CONFIRMING MARSHAL'S SALE

NOW, on this 28 day of Sept, 1955, there coming on for hearing the motion of the plaintiff herein to confirm the sale of personal property made by the United States Marshal for the Northern District of Oklahoma on the 1st day of September, 1955, under an order of sale issued in this cause out of the office of the Court Clerk for the United States District Court for the Northern District of Oklahoma dated August 12, 1955, of the following described personal property located in Delaware County, State of Oklahoma, to-wit:

One (1) 1950 Farmall tractor, Type "C", Motor or Serial Number 73676.
One (1) Farmall plow, Type C-151.
One (1) Farmall mower, Type C-151.
One (1) Farmall disk harrow, Tandem 7' - 9a,

and the court having carefully examined the proceedings of the marshal under the order of sale and no one appearing in objection thereto and no exceptions having been filed, finds that due and legal notice of the sale was given by posting notice in three public places in Delaware County, Oklahoma, and that on the day fixed therein, the 1st day of September, 1955, the property described in such notice was sold to the following for the sums set opposite their names:

One (1)	1950 Farmall tractor, Type "C", Motor or Serial Number 73676, to Clarence Lawson,	$400.00
One (1)	Farmall plow, Type C-151,	
One (1)	Farmall mower, Type C-151, and	
One (1)	Farmall disk harrow, Tandem 7' - 9a, to Varnel Johnson,	255.00

they being the highest and best bidders therefor.

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

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

IT IS FURTHER ORDERED that James Y. Victor, as United States Marshal for the Northern District of Oklahoma, make and execute to the purchasers, Clarence Lawson and Varnel Johnson, good and sufficient Bills of Sale for such property so sold.

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

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

SULLIVAN W. JOHNSON, Plaintiff,	)	
vs.	)	
CLELON REX WALKER and THE DALLAS LEASING COMPANY, a corporation, and MORRIS ROWINDON, an individual d/b/a MORRIS ROBINSON COMPANY, a sole proprietorship, Defendants.	)	No. 3724-Civil

O R D E R

Upon the consideration of full, final and complete settlement, this case is hereby ordered dismissed with prejudice.

/s/ Royce H. Savage
United States District Judge

[illegible]

[illegible]

Plaintiff,

v.

[illegible]

Defendants

FILED

[illegible]

MICHAEL N. MOOD
Clerk U.S. District Court

ORDER

[illegible]

I.

[illegible]

II.

[illegible]

[illegible] pending [illegible] Court [illegible] find [illegible] Casualty Company of [illegible] question of negligence [illegible] William H. Beck [illegible] question [illegible] cannot [illegible] mistake of facts involved in the case this [illegible] and the [illegible] sufficient to sustain the same [illegible] upon [illegible] State Court, the issues in that case have been limited to negligence and mutual mistake of facts as aforesaid. [illegible] said Plaintiff Court [illegible] ordered [illegible] and the [illegible] order before this [illegible] and [illegible] by the previous [illegible] for the benefit of General Casualty Company of America.

V.

[illegible] said State [illegible] record. [illegible] this court that [illegible] be tried [illegible] State Court [illegible] and [illegible] there [illegible]

V.

That this [illegible] upon the evidence [illegible] special issue [illegible] question of the [illegible] the [illegible] February [illegible] finds that the [illegible] made by the General Casualty Company of America through Mr. [illegible] constitute a full, complete, and final settlement [illegible] claims [illegible] and Mrs. [illegible] by [illegible] Court [illegible] District [illegible] William H. Beck, the driver of the vehicle [illegible] That the [illegible] against General Casualty Company of [illegible] under its policy covering the vehicle in question [illegible] and the [illegible] made [illegible] prejudice to the [illegible] plaintiff herein [illegible] a mutual mistake [illegible] and the [illegible] of negligence of the [illegible] the time the [illegible] and [illegible] the [illegible] the [illegible]

[illegible]

[illegible] to be made [illegible] plaintiff [illegible] [illegible] Casualty Company [illegible] 2 [illegible] dismissed [illegible] defendant [illegible] without prejudice to the right of the plaintiff [illegible] on the issue of mutual mistake [illegible] and the [illegible] defendants [illegible] that [illegible] plaintiff [illegible] is entitled [illegible] to pay the costs of the defendant [illegible] ~~costs of [illegible] [illegible] by the defendant [illegible] preparing [illegible] [illegible] the defendant's preparation [illegible]~~

VII.

That upon compliance with consent to the conditions stated herein above the plaintiff [illegible] permitted to file its [illegible] as to the remaining [illegible] the case.

[illegible] IT, [illegible], ORDERED, ADJUDGED AND DECREED, that the [illegible] described [illegible] and the [illegible] of [illegible] Casualty Company of America [illegible] and [illegible] hereby [illegible] of that [illegible] of [illegible] County District [illegible] Casualty Company of America without prejudice [illegible] plaintiff [illegible] presents [illegible] the [illegible] should be set aside [illegible] mutual mistake [illegible] compliance of [illegible] and the defendants [illegible] thereto.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED, that upon this [illegible] and [illegible] subject to the conditions that plaintiff pay [illegible] defendant ~~[illegible] for [illegible] the record [illegible]~~

[illegible]

[illegible] ~~and [illegible] fee for the defendants [illegible]~~

~~[illegible]~~ of [illegible] shall be paid to the Clerk of this Court as a

condition [illegible] to the filing of Dismissal [illegible].

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that [illegible]

met the conditions [illegible] set forth, ~~[illegible]~~ the case will be dismissed ~~authorized [illegible] Dismissal~~ Without Prejudice, ~~[illegible]~~

/s/ Royce H Savage
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

ROBERT E. FUNK, Plaintiff,	)	
vs.	)	No. 3741 Civil
GENERAL AMERICAN LIFE INSURANCE COMPANY OF ST. LOUIS, a corporation, Defendant.	)	

FILED

SEP 30 1955

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

ORDER OF DISMISSAL

On this 30th day of September, 1955, the Plaintiff, Robert E. Funk, orally moved in open Court to dismiss the above entitled cause with prejudice and it appearing that Plaintiff and Defendant have compromised and settled all controversies between them, it is hereby

ORDERED that the above entitled cause be and it hereby is dismissed with prejudice to any future action on the subject matter thereof.

/S/ Royce H. Savage
District Judge

APPROVED:

C. Lawrence Elder

COVINGTON & DONOVAN

By Gerald K. Donovan
Attorneys for Plaintiff

WILLIAMS, BOESCHE & McDERMOTT

By [illegible]
Attorneys for Defendant

IN THE DISTRICT COUR T OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OKLAHOMA

CHARLES DEASON, a minor, by and through his father and next friend, CHARLES DEASON, SR.,	)	
	)	NO. 3727
Plaintiff,	)	
-vs-	)	FILED
ZANE L. EVANS,	)	[illegible] 1985
Defendant.	)	NOBLE C. HOOD Clerk, U.S. District Court

ORDER

WHEREAS, it appearing to the Court that all matters and things in controversy between the parties hereto have been compromised and settled;

It is therefore ORDERED, ADJUDGED AND DECREED that the plaintiff's suit be and the same hereby is dismissed with all costs taxed against the defendant, for which an execution may issue, if necessary.

/s/ Joyce H. Savage
JUDGE

APPROVED FOR ENTRY:

/s/ D. Alexander
/s/ Clarence Lewis
ATTORNEYS FOR PLAINTIFF

/s/ Richard L. Lowen
ATTORNEYS FOR DEFENDANT

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

JOE V. SMALLY, Administrator Etc.)
)
)
)
vs.) NO. 3720
)
)
)
JOHN L. EVANS)

FILED

SEP 5 1975

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

ORDER

WHEREAS, it appearing to the Court that all matters and things in controversy between the parties hereto have been compromised and settled;

It is therefore ORDERED, ADJUDGED AND DECREED that the plaintiff's suit be and the same hereby is dismissed with all costs taxed against the defendant, for which an execution may issue, if necessary.

JUDGE

APPROVED FOR ENTRY:

ATTORNEYS FOR PLAINTIFF

ATTORNEYS FOR DEFENDANT

ATTEST:
A True Copy of Original
Noble C. Hood, Clerk
By _____ Deputy

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE

NORTHERN DISTRICT OF OKLAHOMA

ARTHUR RICHARD COX, Plaintiff,	)	
Vs.	)	NO. 3722
AETNA LIFE INSURANCE COMPANY, Defendant.	)	

FILED

OCT - 3 1955

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

ORDER OF DISMISSAL

Now on this 4th day of October, 1955, this cause comes on for hearing and it appearing to the Court that the Plaintiff and the Defendant have stipulated that Plaintiff has received full satisfaction and a settlement on all of the issues in the above styled cause, and that the Plaintiff dismisses said cause with prejudice, said stipulation being joined in by the Defendant,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that said cause of action be and the same is hereby dismissed with prejudice to any further action.

(S) Joyce H. Vaughn
JUDGE

O. K. as to form:

Attorney for Plaintiff

Attorney for Defendant

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

MILFORD S. PURCEL and JOSEPH A. KANE, Plaintiffs,	)	
vs.	)	No. ~~3568~~ 3658 Civil
CECIL G. WELLS and JAMES A. WELLS, d/b/a WELLS & SON CONSTRUCTION COMPANY, and AMERICAN SURETY COMPANY OF NEW YORK, a corporation, Defendants.	)	

ORDER SUSTAINING MOTIONS TO DISMISS

NOW, on this 16th day of September, 1955, this matter coming on for decision upon the separate Motions to Dismiss and separate Amended Motions to Dismiss of the defendants, Cecil G. Wells and James L. Wells, the same person as James A. Wells, co-partners, doing business as Wells & Son Construction Company and American Surety Company of New York, a corporation, and the Court having reviewed the pleadings filed and the briefs submitted theretofore, and being fully advised in the premises, finds that each of said separate motions should be sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the separate Motions to Dismiss and separate Amended Motions to Dismiss on behalf of the defendants herein be, and they are hereby sustained and the Complaint and the Amended and Supplemental Complaint of plaintiffs be, and the same are hereby dismissed, without prejudice.

/s/ ROYCE H. SAVAGE
DISTRICT JUDGE

Approved as to form:

/s/ DOERNER, RINEHART & STUART
Attorneys for Defendant

/s/ MILSTEN, MILSTEN & MOREHEAD
Attorneys for Plaintiff
By David Milsten

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

[illegible] PUBLISHING COMPANY, A CORPORATION, Plaintiff, vs. CHARLES DUNN, Defendant.	No. 3698 - Civil

FILED
OCT - 6 1955
NOBLE C. HOOD
Clerk, U.S. District Court

DECREE

Trial in the above-entitled matter having been held on September 19 and 20, 1955, and the Court, after consideration of all the evidence and argument of counsel, having filed this day his Findings of Fact and Conclusions of Law;

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That Plaintiff recover against defendant the sum of $5,611.00.

2. That the rights of the parties be declared as follows:

   a. The franchise agreement of October 20, 1951, was effectively terminated on March 16, 1954.

   b. Under paragraph eleven of the franchise agreement, defendant Dunn is entitled to retain his relationship with stores at Pine and Peoria in Tulsa, Woodward, Chickasha, Shattuck, LaVerne, Arnett, Beaver, and Cordell, subject to the following conditions:

      (1) That the judgment in paragraph one hereof be paid within thirty days from the date hereof.

      (2) That the surcharge provided in paragraph 10 be promptly paid each month in accordance with the terms of such paragraph.

(4) That the defendant furnish competent and sufficient supervision of the stores retained.

(5) That the defendant supply mix for use in connection with leased feeders, that is first approved by lessor.

(6) That all other pertinent provisions of the agreement relating to feeders be observed.

3. That the court retain jurisdiction of the cause for such further orders, or determination as may be necessary to implement or enforce the provisions of this decree.

4. That this judgment be entered without costs to either party.

Entered this 22 day of September, 1955.

/S/ Royce H. Savage
District Judge

Approved as to Form:

/S/ Jack N. Hays
Attorneys for Plaintiff

/S/ Tom K. Powers
Attorneys for Defendant

LAW OFFICES
RATNER, MATTOX & RATNER
444 NORTH MARKET
WICHITA 2, KANSAS
PHONE AM 2-6423

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

****

BLUFORD M. STEPHENS,
Plaintiff,

v.

NORTHEAST OKLAHOMA
RAILROAD COMPANY,
a corporation,
Defendant.

CIVIL CASE NO. 3773

FILED
OCT 7 1955
NOBLE C. HOOD
Clerk U.S. District Court

ORDER

****

Upon motion of plaintiff, this cause is hereby dismissed without prejudice at the cost of plaintiff.

Dated October 7, 1955.

(S) Royce H. Savage
Judge

APPROVED BY:

C. LAWRENCE ELDER
Hunt Building, Tulsa, Oklahoma

RATNER, MATTOX AND RATNER
444 North Market, Wichita, Kansas
Attorneys for Plaintiff

By [illegible] Ratner Jr.
C. Lawrence Elder

JOHN R. WALLACE
WALLACE, WALLACE & OWENS
402 Savings & Loan Building
Miami, Oklahoma
Attorneys for Defendant

By (S) John R. Wallace

COPY

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

OVID D. STIVERS, JR., Plaintiff,	)	
vs.	)	No. ~~3356~~ 3550
THE ATCHISON, TOPEKA and SANTA FE RAILWAY COMPANY, a corporation, Defendant.	)	

FILED

NOV [illegible] 1955
Clerk U. S. District Court

ORDER OF DISMISSAL

Now, on this 7th day of October, 1955, is presented the defendant's motion to dismiss the above entitled cause, and the Court, after due consideration, finds that said motion to dismiss should be sustained.

IT IS THEREFORE ORDERED that this cause be and the same is hereby dismissed with prejudice at the costs of the defendant in the Federal Court, and at the cost of the plaintiff in the state court.

(S) Royce H. Savage
JUDGE

Approved
(S) Calvin Boddeson
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

FILED

OCT 12 1955

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

UNITED STATES OF AMERICA, Plaintiff,	)	
vs.	)	CIVIL ACTION NO. 3500
913.14 Acres of land, more or less, situate in Mayes and Wagoner Counties, Oklahoma; Cherokee Nation of Oklahoma, et al, and Unknown Owners, Defendants.	)	JUDGMENT

NOW, on this 12th day of October, 1955, upon trial of this cause and pursuant to the Findings of Fact and Conclusions of Law filed herein,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that on the 7th day of April, 1954, the absolute and fee simple title to the following described lands, subject to the existing easements for public roads, highways, public utilities, railroads and pipe lines:

TRACT NO. 918

Indian Meridian

T. 18 N., R. 19 E.,
Sec. 2, SE 10.00 acres of Lot 2 less 1 square acre in NE corner thereof.

The area described aggregates 9.00 acres, more or less, situate in Wagoner County, Oklahoma.

TRACT NO. 1465, 1489 and 1490, Combined

Indian Meridian

T. 19 N., R. 19 E.,
Sec. 22, Lots 3, 4 & 7
Sec. 23, W½ SW¼ less K. O. & G. RR ROW,
Sec. 26, Lots 1, 3, 4 & 5; S½ NE¼ NW¼; NW¼ NW¼ NE¼; less K. O. & G. RR ROW and less 1.53 acres County Roadway,
Sec. 27, Lot 1.

The area described aggregates 247.73 acres, more or less, situate in Mayes County, Oklahoma.

TRACT NO. 1713, 1714 and
1723, Combined

Indian Meridian

T. 19 N., R. 19 E.,
Sec. 3, SW¼ NW¼ SW¼,
Sec. 8, Lot 6; South 20.00 acres of Lot 7 less 1 acre for Cemetery, described as: Beginning at a point 303.6' West and 330' North of the SE corner of NE¼; thence North 209.22'; thence West 209.22'; thence South 209.22'; thence East 209.22' to P.O.B.; SW¼ NE¼; S½.
Sec. 5, Lots 6 and 9,
Sec. 9, Lots 2 and 3; East 8.20 acres of Lot 6; S½ NE¼ NW¼; NE¼ NE¼ NW¼,
Sec. 10, NW¼ NW¼; N½ SW¼ NW¼; SW¼ SW¼ NW¼ less a strip 18' wide off of East side of said NW¼ NW¼ and said N½ SW¼ NW¼

The area described, plus accretions, aggregates 656.40 acres, more or less, situate in Mayes County, Oklahoma,

vested in the United States of America free and discharged of all claims and liens of every kind whatsoever.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that on the 7th day of April, 1954, the United States of America acquired and there was vested in the United States of America a perpetual and assignable right-of-way and easement for the construction, operation, maintenance and control of a road or highway and drainage ditches in connection therewith, in and to the following described lands:

TRACT NO. MR-5-A-1

Indian Meridian

T. 19 N., R. 19 E.,
Sec. 3, a right-of-way for road purposes described as: Beginning at a point 20.40 feet East and 25.80 feet North of the SW corner of the N½ NW¼ SW¼; thence West 20.40 feet; thence South 25.80 feet; thence East 22 feet, more or less; thence Northwesterly on a curve to the right whose radius is 352 feet to point of beginning.

The area described aggregates 0.01 acre, more or less, situate in Mayes County, Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sum of $66,525.00 which was deposited in the registry of this court on April 7, 1954, be distributed as just compensation for the interests herein taken as follows: $66,025.00 to the Cherokee Tribe of Indians of Oklahoma, which check should be made payable to Paul L. Fickinger, Area Director, Bureau of Indian Affairs, and W. W. Keeler, as Principal Chief of the Cherokee Nation, and $500.00 to the Treasurer of the United States, which check should be made payable to the Treasurer of the United States.

DATED this 12th day of October, 1955.

U. S. DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT WITHIN AND FOR THE NORTHERN

S DISTRICT OF OKLAHOMA

R. BENTON ROSS, INC., Plaintiffs,	)	
vs.	)	NO. Civil - 3690
W. E. GREEN, Defendants.	)	

FILED

JUN 23 1955

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

JOURNAL ENTRY OF JUDGMENT

NOW on this 23rd day of June, 1955, the above numbered cause came on to be heard upon regular assignment, the plaintiff being represented by its attorney, George L. Verity, and the defendant being present in person and representing himself,

Thereupon the defendant confessed judgment in the amount sued upon, being the sum of $5,806.38, together with interest thereon at the legal rate from and since the 6th day of January, 1953.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court, that the plaintiff, R. Benton Ross, Inc., have judgment of and from the defendant, W. E. Green, in the sum of $5,806.38, with interest thereon at the legal rate from and since the 6th day of January, 1953, and for his costs herein expended.

UNITED STATES DISTRICT JUDGE

APPROVED:

Geo. L. Verity
Attorney for the Plaintiff

W. E. Green, Defendant, represented by himself.

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

JOYCE E. LESLEY, et al., Plaintiffs	)	
vs.	)	No. 3746 Civil
CATERPILLAR TRACTOR COMPANY, Defendant	)	

FILED

OCT 1 3 1955

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

JOURNAL ENTRY OF JUDGMENT

On this, the [illegible] day of October, 1955, this matter comes on for consideration and trial at the request of the plaintiffs and the defendant. The plaintiff Joyce E. Lesley appeared in person and by her attorneys of record, Tipps, Sanders, Masters & Watson by O. R. Tipps, and the defendant appeared by its attorneys of record, Green & Feldman by W. E. Green, and both parties requested this Court to hear this cause at this time and both parties in open court waived their right of trial to a jury and agreed to submit this cause to the Court, and it was announced by the parties in open court that they had agreed upon a settlement of this cause, insofar as the amount was concerned, subject to the consideration and approval by this Court and, upon such approval, that judgment be rendered. It was stated to the Court that the defendant had agreed to pay the plaintiffs the sum of Sixty-five Thousand Dollars ($65,000.00) and that the plaintiff Joyce E. Lesley and her counsel had agreed to accept this sum in settlement of all matters involved in this action, and the matter was presented to the Court with the request that if the Court approved same, he render judgment in plaintiffs' favor and against the defendant for said sum of money and that he further hear and determine evidence concerning

the distribution of this judgment. And the Court, having heard and considered the evidence surrounding the happening of this accident and having heard and considered the position of the plaintiffs in this action and their loss and being well and truly advised in the premises, affirmatively approves the compromise settlement arrived at between the plaintiffs and the defendant and grants the request of the parties for a judgment in plaintiff's favor against the defendant for the sum of Sixty-five Thousand Dollars ($65,000.00), the Court specifically finding that there has been no administrator appointed for the estate of the deceased and this action is prosecuted by the widow for the benefit of herself and her three (3) minor children and that the deceased met his death instantly and there is no cause of action for pain and suffering and that Sixty-five Thousand Dollars ($65,000.00), under all the circumstances, fairly and adequately compensates for the loss sustained, and the request of the parties for judgment is granted and judgment rendered.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover of and from the defendant a judgment in the sum of Sixty-five Thousand Dollars ($65,000.00) and the costs of this action.

THE COURT FURTHER ORDERS AND DIRECTS that the plaintiff Joyce E. Wesley receive and collect this judgment and that she pay over to herself, individually and as the surviving widow of the deceased and now the head of the family and charged with the responsibilities of the family as such head, the sum of Forty-nine Thousand Two Hundred Fifty Dollars ($49,250.00), and that she be FURTHER ORDERED AND DIRECTED to account to the children of the deceased, through a legal guardian, for the sum of Fifteen Thousand Seven Hundred Fifty Dollars ($15,750.00), this to be set aside for said children in such manner as the Court having jurisdiction of the guardian may direct.

For all of which this Court directs that execution issue therefor unless same be voluntarily paid.

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

(S) _____
Judge

O. K:

TIPPS, SANDERS, MASTERS & WATSON

By _____
Attorneys for Plaintiffs

GREEN & FELDMAN

By _____
Attorneys for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

J. HERB SMITH and M. M. DONAHO, co-partners d/b/a Smith-Donaho Contracting Company, a co-partnership, Plaintiffs	)	
vs.	)	No. 3063 Civil
PHILLIPS PIPE LINE COMPANY, a Delaware corporation, et al., Defendants	)	

ORDER DISMISSING CLAIM OF HOUSTON FIRE AND CASUALTY INSURANCE COMPANY

On this the 13th day of October, 1955, this matter comes on for consideration by the Court on the claim of the Houston Fire and Casualty Insurance Company against the plaintiff and in open court it was announced that the defendant Houston Fire and Casualty Insurance Company desired to dismiss its claim against the plaintiff in this case without prejudice and the Court was requested to so dismiss the claim.

BE I T THEREFORE ORDERED, ADJUDGED AND DECREED that the claim of the defendant Houston Fire and Casualty Company against the plaintiff be, and the same is, hereby dismissed without prejudice.

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

/S/ W. R. Wallace

Judge

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

ALBERT O'CONNOR,	)	
Plaintiff	)	
-vs-	)	No. 3670 Civil
SISTERS OF THE SORROWFUL MOTHER,	)	
Defendant	)	

STIPULATION FOR DISMISSAL WITH PREJUDICE

Come now the parties above named and stipulate and agree that the above entitled cause may be and hereby is dismissed with prejudice on behalf of the plaintiff to the bringing of a future action, at the costs of defendant.

Dated this 11th day of October, 1955.

Albert O'Connor
Plaintiff

Attorney for Plaintiff

SISTERS OF THE SORROWFUL MOTHER
By: T. D. Nelson
Its Attorney

IT IS HEREBY ORDERED that the above styled and numbered action be dismissed with prejudice to the right to bring a future action, this 1 day of October, 1955.

U. S. District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

MABEL MAE KECK, Plaintiff,		
vs.		Civil No. 3758
T. G. & Y. STORES COMPANY, a corporation, and ANDREW MUSICK, Defendants.		

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 7th day of October, 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 said cause be and it is hereby remanded to the District Court of Tulsa County, Oklahoma, for further proceedings.

Dated at Tulsa, Oklahoma
this 18th day of October, 1955.

/S/ Royce H. Savage
JUDGE, UNITED STATES DISTRICT COURT

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

Edward F. Norton,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 3669 Civil
	)	
John M. Smith,	)	
	)	
Defendant.	)	

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, Edward F. Norton, 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 12th day of October, 1955.

Edward F Norton
Plaintiff

R B Summerlin
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered action be dismissed with prejudice, this 18 day of October, 1955.

/s/ W. R. WALLACE
U. S. District Judge

rdh/mr

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

Marianne Kinnie,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 5723
	)	
John Marshall,	)	
	)	
Defendant.	)	

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, Marianne Kinnie, all issues involved herein having been fully settled and compromised, and dismisses the above styled and numbered action with prejudice to the bringing of a future action, at the cost of the defendant.

Dated this 12th day of October, 1955.

Marianne Kinnie
Plaintiff

/s/ R. D. HUDSON
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered action be dismissed with prejudice to the right to bring a future action, at the cost of the defendant, this 18 day of October, 1955.

/s/ W. R. WALLACE
U. S. District Judge

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

W. C. Morris, Manufacturer, Inc., a corporation,	)	
Plaintiff,	)	No. 3639 Civil
Vs.	)	
St. Louis-San Francisco Railway Co., a corporation,	)	
Defendant.	)	

FILED

OCT 20 1955

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

J U D G M E N T

Now on this day of October, 1955, the above matter comes on for consideration of the court by agreement of the parties. The plaintiff appearing by its attorney, Milton W. Hardy and the defendant by its attorneys, Satterfield, Franklin & Harmon. The court after being fully advised in the premises finds:

That the plaintiff should have and recover of the defendant on its complaint filed herein, the total sum of $4,269.78 plus the sum of $300.00 which the court finds is a reasonable attorney's fee to be awarded plaintiff and cost of this action.

IT IS THEREFORE ORDERED that plaintiff have and recover of the defendant the sum of $4,269.78 plus the sum of $300.00 as attorney's fee and its cost.

U. S. District Judge

Approved:

HARDY & HARDY

BY
Attorney for Plaintiff

SATTERFIELD, FRANKLIN & HARMON

BY
Attorneys for the Defendant

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

ROBERT HIRAM SMITH, ET AL., Plaintiffs,	)	
vs.	)	No. 3682-C
SECURITY INSURANCE COMPANY OF NEW HAVEN, CONNECTICUT, Defendant.	)	

FILED
OCT 20 1955
NOBLE C. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY

Now on this 13th day of June, 1955, the above matter came on for trial, plaintiffs appearing by their attorneys, J. Milton Cowen and Merril S. Bernard, and the defendant Security Insurance Company appearing by its attorneys, Doerner, Pinchart & Stuart, and

Thereupon the respective parties introduced their evidence and rested,

Thereupon the plaintiff asked that Bonnie Jean Smith be made a party plaintiff.

Thereupon the court announced that it took said cause under advisement and requested parties to file briefs in support of their contentions in the matter, and

The parties having filed briefs and the court having said matter under advisement until this 20th day of October, 1955, and having this day made and entered findings of fact and conclusions of law herein.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that plaintiff's request that Bonnie Jean Smith be made a party plaintiff is sustained and Bonnie Jean Smith is hereby made a party plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiffs, Robert Hiram Smith and Bonnie Jean Smith, have and recover a judgment against the defendant, Security Insurance Company of New Haven, Connecticut, in the sum of $2000.00, together with interest at the rate of six per cent per annum from date hereof, together with costs herein expended.

DONE in open court this 20th day of October, 1955.

/S/ Roger H. Dooley
United States District Judge

O. K. Morris S. Bernard
Attorneys for Plaintiff

O. K. Dawson Penhart & Stewart
Attorneys for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT

OF OKLAHOMA

THE WESTERN CASUALTY AND SURETY COMPANY OF FORT SCOTT, KANSAS,	Plaintiff	
vs		NO. 3704C
CHARLES W. APPLEGATE AND WILLIE D. ROSE,	Defendants	

O R D E R

Now, on this 27 day of October, 1955, this matter coming on to be heard upon the motion of the plaintiff to dismiss the above cause with prejudice to a future action, and the Court being fully advised in the premises and finding that the matter has been fully settled and compromised,

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

/s/ Royal H. Savage

Judge

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

UNITED PRESS ASSOCIATIONS, a corporation, Plaintiff, vs. MILTON BECK, Defendant.	No. 3691 - Civil

FILED

OCT 27 1955

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

ORDER ALLOWING DISMISSAL

This cause came on for hearing at this term, upon the motion of plaintiff for leave to discontinue this suit, and after hearing counsel,

IT IS ORDERED, ADJUDGED AND DECREED that the complaint herein be, and it hereby is dismissed with prejudice to the bringing of another suit concerning any of the matters involved herein.

DATED at Tulsa, Oklahoma, this 27th day of October, 1955.

ROYCE H. SAVAGE
United States District Judge

OK F.A. BODOVITZ

OK GARRETT LOGAN

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

FIRLICHIE CHURCH and JANELLA CHURCH, Plaintiffs,	)	No. 3535 Consolidated for trial with No. 3536
vs. WALTER KIMBLERN, WINDROP INGERSOLL and FRANCES W. INGERSOLL, Defendants.	)	

FILED

OCT 28 1955

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

JUDGMENT FOR DEFENDANTS WINTHROP INGERSOLL AND FRANCES W. INGERSOLL

This cause came on for trial before the Court without a jury on this 19th day of October, 1955, the Plaintiffs appearing by their attorneys of record through Floyd L. Rheam, and the defendants Winthrop Ingersoll and Frances W. Ingersoll appearing by their attorneys of record through Truman Rucker and Ralph Brainard, and was duly submitted for consideration and decision, and the Court on this day made and filed its findings of fact, conclusions of law, and order for judgment.

NOW, THEREFORE, pursuant thereto it is determined by the Court that plaintiffs take nothing by their actions against the defendants Winthrop Ingersoll and Frances W. Ingersoll, and that the complaint herein is dismissed upon the merits as against said named defendants.

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

October 28, 1955

DISTRICT JUDGE

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

RUSSEL HOEHN,	)	
Plaintiff,	)	
vs.	)	
CONTINENTAL CASUALTY COMPANY, An Insurance Corporation,	)	No. 3702-Civil
Defendant	)	

FILED

OCT 28 1955

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

ORDER

WHEREAS, on May 15, 1955 plaintiff did pay attorney fees and costs to defendant, it is hereby ordered that the above styled cause be dismissed without prejudice.

/s/ Royce H. Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America, Plaintiff,	)	
vs.	)	Civil No. 3726
Ferd W. Loy and Ben E. Allen, Defendants.	)	FILED OCT 28 1955 NOBLE C. HOOD Clerk, U.S. District Court

JUDGMENT

On this 7 day of Oct 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 of the allegations of plaintiff's complaint are true; that on January 19, 1948, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the sum of $718.62 to Cruce Butane Equipment Co.; that the defendants defaulted in the payments on the note, and in accordance with the provisions of the aforementioned Act, the note was assigned thereafter to this plaintiff; that there is now due and owing on the note the sum of $337.83, with interest thereon at the rate of six per cent (6%) per annum from September 2, 1949, to date of judgment, plus interest at the legal rate thereafter until paid, and for its costs.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Ferd W. Loy and Ben B. Allen, for the sum of $337.83, with interest thereon at the rate of six per cent (6%) per annum from September 2, 1949, to date of judgment, plus interest at the legal rate thereafter until paid, and for its costs.

United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America, Plaintiff,	)	
vs.	)	Civil No. 3760
W. B. Lawson and Ruth Lawson, Defendants.	)	

FILED

OCT 28 1955

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

JUDGMENT

NOW on this 21st day of October 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 plaintiff, United States of America, have and recover nothing from the defendant, W. B. Lawson.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the plaintiff have and recover from the defendant, Ruth Lawson, the sum of $91.17, principal, with interest thereon at the rate of six per cent (6%) per annum from July 15, 1951, to date of judgment, plus interest at the legal rate thereafter until paid, and for its costs.

United States District Judge

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

LOYD MANN, D. PERKINS COBB, HARRY GRADOUS, M. L. SHIPLEY and C. H. ALBERDING, Plaintiffs,	Civil Action No. 3713
-vs-	
CORA J. DAVIS, also known as Mrs. W. A. Davis, and IRVINE J. VAWTER, Defendants.	

FILED
OCT 31 1955
NOBLE C. HOOD
Clerk, U. S. District Court

FINDINGS OF FACT

The court having heard the testimony in this cause on the 26th day of June, 1955, and having examined the briefs of counsel heretofore filed in this cause and being fully advised in the premises, makes the following findings of fact.

1. That a complete diversity of citizenship exists between all of the parties plaintiff and all of the parties defendant in the above captioned action and that the amount in controversy exclusive of interest and costs is in excess of $3,000.00.

2. Prior to July 30, 1910, the defendant, Cora J. Davis, and her husband, W. A. Davis, now deceased, were the record owners of the real property involved in this action, to-wit:

> The East 20 acres of Lot Six (6) and the East 20 acres of Lot Seven (7) and the NW/4 of the SE/4 of the SW/4 of Section Six (6), Township Twenty-six (26) North, Range Fifteen (15) East, containing fifty (50) acres more or less, in Nowata County, Oklahoma.

That on said date the said W. A. Davis and Cora J. Davis conveyed by Warranty Deed the said property to W. S. Moore and James S. Todd; that said James S. Todd thereafter conveyed his undivided 1/2 interest in said property to W. S. Moore by Warranty Deed dated January 20, 1921; that the present owner of said premises is Clarke S. Moore who derraigns his title to said property by inheritance from his father, the said W. S. Moore; Clarke S. Moore executed an

oil and gas mining lease to H. B. Barker and Horton W. Barker covering the above property dated June 30, 1953, and that said oil and gas mining lease as extended is now owned by the plaintiffs by virtue of subsequent and mesne assignments from the said H. B. Barker and Horton W. Barker; that by virtue of said oil and gas mining lease, plaintiffs entered upon the property and commenced the exploration for oil and gas and in the Fall of 1954 and prior to January 1, 1955, had drilled and completed three commercial oil wells located upon said property.

3. That in the Warranty Deed from W. A. Davis and Cora J. Davis to the predecessors in title of Clarke S. Moore dated July 30, 1910, there was contained the following language, to-wit:

> "The parties of the first part hereby reserve unto themselves and heirs and assigns the oil and gas deposits under said premises together with the right at any time to enter into and upon said premises for the purpose of proxpecting and developing the same for oil and gas mining purposes, and Parties of the Second Part hereby acknowledge that the oil, and gas deposits under said premises together with the right to prospect and develop said premises for oil and gas mining purposes are vested in said parties of the first part and that the same are excepted from the operation of this conveyance.
>
> "But it is understood that if parties of the first part, their heirs or assigns, should develop said premises for oil and gas mining purposes, that they shall pay to parties of the second part, their heirs or assigns, a cash royalty of One Hundred ($100.00) Dollars per year for each gas well, the product of which is used off the premises and they shall deliver as royalty one-eighth (1/8) of all oil produced on said premises."

4. That from the 30th day of July, 1910, until this date, neither W. A. Davis nor Cora J. Davis nor anyone acting for or on their behalf have ever at any time exercised any rights reserved by virtue of the language contained in the paragraphs described in finding of fact No. 3 above except that the said W. A. Davis and Cora J. Davis did execute and deliver an oil and gas mining lease on a portion of said lands on the 20th day of October, 1924, to John G. Phillips, which lease was later released of record; that no drilling or exploration has been done to develop said property for oil and gas or either of them by any person whomsoever for more than 44 years nor until the Fall of 1954; that the first and only efforts made to discover oil and gas and to develop said property was done in the Fall of 1954 under and by virtue of the oil and gas

mining lease granted by Clarke S. Moore to the plaintiffs herein.

5. That W. A. Davis departed this life testate on the 3rd day of February, 1936; that the defendant, Cora J. Davis, was appointed as Executrix of the estate of W. A. Davis, deceased, and filed in the County Court of Nowata County, Oklahoma, an inventory of the estate of W. A Davis, deceased, and omitted therefrom any reference or itemization of any oil and gas rights in or to the property here in litigation; that the defendant, Cora J. Davis, at the time of filing the inventory in the estate of W. A. Davis, deceased, did not consider or assert that she or her deceased husband had any right, title or interest in or to the property which is the subject of this litigation.

6. That on March 29, 1955, the defendant, Cora J. Davis, executed an oil and gas mining lease to the defendant, Irvine J. Vawter, covering the above described property; that at the time of the execution of said instrument, the plaintiffs herein had already and long prior thereto drilled and completed as commercial oil wells three wells located on this property.

7. The defendant, Irvine J. Vawter, is engaged in the oil and gas mining business in the County of Nowata, State of Oklahoma, and was at the time of his acquisition of the oil and gas lease from defendant, Cora J. Davis, thoroughly familiar with the area in which the real property here involved is located, and is familiar with the oil and gas business; that the defendant, Irvine J. Vawter, being well versed in the oil and gas business, knew or should have known of the plaintiffs' leasehold interest and the fact that plaintiffs had, prior to the date he obtained an oil and gas lease from the defendant, Cora J. Davis, already drilled three producing wells upon said property.

CONCLUSIONS OF LAW

The court concludes, as a matter of law:

1. That the defendant, Cora J. Davis, and her husband, W. A. Davis, grantors in the said deed of July 30, 1910, and their successors and assigns, were obligated to, within a reasonable time, explore and develop the premises for oil and gas minerals and mining purposes, for the benefit of the grantees in said deed, their successors and assigns.

2. That their failure to so develop said premises for a period of 44 years effected a termination and an extinguishment of all the right, title, interest and estate reserved to them by said deed, and that the defendants, Cora J. Davis, also known as Mrs. W. A. Davis, and Irvine J. Vawter, have no right, title, interest or estate in or to said premises.

3. That plaintiffs, Loyd Mann, D. Perkins Cobb, Harry Gradous, M. L. Shipley and C. H. Alberding are entitled to the judgment and decree of this court, as prayed for, quieting their title to their oil and gas mining leasehold estate, as against said defendants, and canceling and holding for naught the said oil and gas lease of March 29, 1955, from Cora J. Davis to Irvine J. Vawter, and for all their costs laid out and expended.

JUDGMENT AND DECREE

It is, therefore, ordered, adjudged and decreed by the court that plaintiffs are the owners of the oil and gas mining lease and leasehold estate as alleged in their complaint herein, covering the following described real property situated in the County of Nowata, State of Oklahoma, to-wit:

> The East 20 acres of Lot Six (6) and the East 20 acres of Lot Seven (7) and the NW/4 of the SE/4 of the SW/4 of Section Six (6), Township Twenty-six (26) North, Range Fifteen (15) East, containing fifty (50) acres more or less, in Nowata County, Oklahoma.

That the defendants, Cora J. Davis, also known as Mrs. W. A. Davis, and Irvine J. Vawter, have no right, title, interest or estate in or to said property or the oil, gas or other minerals therein.

That the said oil and gas lease of March 29, 1955, and of record in the office of the County Clerk of Nowata County, Oklahoma from Cora J. Davis to Irvine J. Vawter, be and the same is hereby cancelled, set aside and held for naught, and the title of plaintiffs herein in and to their said oil and gas mining leasehold estate covering the said real property is hereby forever quieted, settled and confirmed as against defendants and those claiming, or to claim, by, through or under them, or either of them; that

said defendants and those claiming by, through or under them, or either of them, be and they are hereby perpetually enjoined and forbidden to claim any right, title, interest or estate in or to said property hostile or adverse to the estate, possession and title of plaintiffs, and are enjoined and forbidden to disturb or interfere with, by suit or otherwise, plaintiffs in the quiet and peaceable enjoyment of their said estate in said property.

That plaintiffs have judgment against defendants for their costs herein.

Judgment entered and filed this 31st day of October, 1955.

/s/ Roger W. Savage
Judge

O.K. for defendants
E.W. Labor
John Sandelton

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

United States of America, Plaintiff,	)	
vs.	)	No. 3194 Civil
Chickasha Cotton Oil Company, a corporation, Defendant.	)	

FILED

NOV 2 1955

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

ORDER OF DISMISSAL

NOW, on this 2nd day of November, 1955, this matter coming on before the court on application of B. Hayden Crawford, United States Attorney for the Northern District of Oklahoma, to dismiss this cause pursuant to specific authorization of the Attorney General in consideration of the compromise offer of settlement accepted by the United States and the court being fully advised in the premises finds that this action should be dismissed.

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

(Signed) Royce H. Savage
U. S. DISTRICT JUDGE

Approved:

(Signed) B. Hayden Crawford
B. Hayden Crawford
United States Attorney

Martin, Logan, Moyers, Martin & Hull
Attorneys for Defendant

By (Signed) Richard L. Hull
Richard L. Hull

IN THE UNITED STATES DISTRICT COURT FOR

THE NORTHERN DISTRICT OF OKLAHOMA

NORTH AMERICAN PHILIPS COMPANY, INC., a Corporation, Plaintiff,	
VS.	NO. 3617
HAZEL PARKER, DEWEY PARKER and CENTRAL X-RAY SURGICAL SUPPLY CORP., a Corporation, Defendants.	

FILED In Open Court NOV 2 1955 NOBLE C. HOOD Clerk U.S. District Court

JUDGMENT

THIS CAUSE came on for trial before the Court this 2nd day of November, 1955, both parties appearing by counsel; and the Plaintiff and Defendant having waived trial and agreed upon a basis for the adjudication of the matters alleged in the Complaint and the Amended Separate Counterclaim filed herein, and having agreed upon the entry of a judgment in this cause and having entered into a written Agreement, the original of which is filed with the Court, and due deliberation being had thereon;

NOW, on motion for counsel of both parties, IT IS

ORDERED, ADJUDGED AND DECREED, that the Plaintiff, North American Philips Company, Inc., recover of the Defendant, Central X-Ray Surgical Supply Corp., the sum of Five Thousand Dollars ($5,000.00) with interest at the rate of six per cent (6%) per annum from this day and its costs; and IT IS FURTHER

ORDERED, ADJUDGED AND DECREED, that the Defendant, Central X-Ray Surgical Supply Corp., have and recover nothing from Plaintiff, North American Philips Company, Inc., on

Defendant's Amended Separate Counterclaim filed herein, and that all relief be denied Defendant on its said counterclaim.

DATED November 2, 1955.

Royce H. Savage
U. S. District Judge

APPROVED:

CONNER, WINTERS, RANDOLPH & BALLAINE

By John S. Athens
Attorneys for Plaintiff

UNGERMAN, WHITEBOOK, GRABEL & UNGERMAN

By [illegible]
Attorneys for Defendants

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT

OF OKLAHOMA

* * * * * * *

FOOD MACHINERY & CHEMICAL CORPORATION, A Corporation, Plaintiff,	)	
-vs-	)	No. 3730-Civil
WALTER L. KIMMEL, a sole trader, d/b/a K-A-S-E COMPANY, Defendant.	)	FILED in Open Court NOV - 2 1955 NOBLE C. HOOD Clerk, U.S. District Court

JUDGMENT

Now on this 2nd day of November, 1955, the above styled and numbered action came on regularly for trial before the undersigned District Judge, plaintiff appearing by its agent and attorneys of record, Ungerman, Whitebook, Grabel & Ungerman and the defendant appeared in person and the Court having heard the testimony of a witness sworn and examined in Open Court, finds that the defendant is indebted to the plaintiff in the sum of $4,200.00 with interest thereon at the rate of 6 per cent per annum from the 1st day of January, 1954 until paid, together with all of the 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 herein for the sum of $4,200.00 with interest thereon at the rate of 6 per cent per annum from the 1st day of January, 1954 until paid, together with all of the court costs of this action; for all of which let execution issue.

/S/ Royce H. Savage
United States District Judge

Approved as to form:

Ungerman, Whitebook, Grabel & Ungerman

By Tom F. Ungerman
Attorneys for Plaintiff

Walter L. Kimmel
Defendant

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

Sunray Mid-Continent Oil Company, Plaintiff,	)	
vs.	)	No. 3731 Civil
City of Tulsa, Defendant.	)	

FILED
NOV 2 1955
NOBLE C. HOOD
Clerk, U.S. District Court

ORDER

NOW on this 2nd day of November, 1955, pursuant to the written stipulation of the above named plaintiff and the above named defendant, the above entitled cause is hereby dismissed, without prejudice, at the cost of said plaintiff.

Roy H. Savage
Judge.

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

City of Tulsa, Oklahoma, a Municipal Corporation,

Plaintiff,

vs.

No. 3753

Sunray Mid-Continent Oil Company,

Defendant.

FILED

NOV 2 1955

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

ORDER

NOW on this 2nd day of November, 1955, pursuant to the written stipulation of the above named plaintiff and the above named defendant, the above entitled cause is hereby dismissed, without prejudice, at the cost of said plaintiff.

Judge

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

United States of America, Libelant, vs. One 1953 Mercury Automobile, Motor No. 53SL96597M, and 66.6 Wine Gallons of Assorted Taxpaid Liquor, Respondents, Harold Lee Mullins and the National Bank of Commerce, Tulsa, Oklahoma, Claimants.	)	No. 3748 Civil

FILED

NOV - 8 1955

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

JUDGMENT

Pursuant to the Findings of Fact and Conclusions of Law entered herein, judgment of forfeiture is hereby entered on behalf of the United States of America against the respondent, One 1953 Mercury, Motor No. 53SL96597M, and 66.6 wine gallons of assorted taxpaid liquor, and in personam against the claimants, Harold Lee Mullins and the National Bank of Commerce, Tulsa, Oklahoma, divesting them of all right, title and interest in the car and taxpaid liquor aforedescribed and placing title and possession of said vehicle and taxpaid liquor in the libelant, United States of America, and that said automobile is ordered delivered over to the Regional Commissioner, Internal Revenue Service, Treasury Department, Dallas, Texas, pursuant to application filed herein under Section 304 of the Liquor Law Repeal and Enforcement Act (49 Stat. 880; 40 U.S.C. 3041), as amended by Section 102(a) of the Federal Property and Administrative Services Act of 1949, as amended (63 Stat. 380; 5 U.S.C. 630(a), upon the payment of costs of seizure and storage, and the 66.6 wine gallons of assorted taxpaid liquor is ordered disposed of in the manner provided by law.

Royce H. Savage
UNITED STATES DISTRICT JUDGE

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

Oscar E. Chambers, et al Plaintiff	)	
vs.	)	Civil Action No. 3759
Oklahoma Natural Gas Company, a corporation Defendant	)	

FILED

NOV [illegible] 1955

NORMAN C. HOOD
Clerk U.S. District Court

ORDER OF DISMISSAL

This matter coming on to be heard pursuant to its regular setting, on this 4th day of November, 1955, the parties hereto having previously filed herein their "Stipulation for Dismissal", and it appearing to the court that the differences between the parties arising from this cause, have been composed and settled by agreement of the parties hereto, and that said cause should be dismissed without prejudice to the bringing of a future action.

It is therefore ordered, adjudged and decreed by the court that this cause be dismissed without prejudice to the bringing of a future action.

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

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

C. B. CHRISTIE, JR. and MORRIS E. STEWART, partners d/b/a Christie-Stewart Drilling Co., Plaintiffs,	)	
vs.	)	NO. 3689-CIVIL
W. E. GREEN, ET AL, Defendants.	)	

FILED

NOV - 8 1955

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

ORDER CONFIRMING SALE, DIRECTING ENTRY OF DEFICIENCY JUDGMENT, AND DIRECTING FURTHER SALE

Upon motion of the Defendant Community State Bank of Tulsa, and upon return of sale heretofore made by Vaughn S. Bryan, Special Trustee of the parties and Special Master of the Court, the certain sale on October 25, 1955, of the following described property, to wit:

> An undivided 1/4th interest in a producing oil and gas lease given by Charles R. Lewis, et al, lessors, in favor of W. E. Green, et al, lessees, covering the N½ of the SE¼ of Section 26, Township 21 North, Range 8 East, Pawnee County, Oklahoma, which said lease is duly recorded in Book 26 of Oil and Gas Leases, at page 133 of the records of Pawnee County, Oklahoma;
>
> An undivided 1/4th interest in and to a producing oil and gas lease subsisting upon and covering Lots 1 and 2, and the S½ of the NE¼ of Section 26, Township 21 North, Range 8 East of the Indian Meridian, Pawnee County, Oklahoma;
>
> An undivided 1/2 interest in and to a producing oil and gas lease now subsisting upon and covering the S½ of the S½ of the SW¼ of Section 16, Township 18 North, Range 13 East of the Indian Meridian, Tulsa County, Oklahoma, being known as the "Walker Lease", and being a lease given by Georgia Douglas Walker, et al, as lessors, in favor of W. E. Green and C. F. Barham, as lessees, dated March 14, 1951, and recorded in Book 2186, page 4 of the records of Tulsa County, Oklahoma.

An undivided 1/16th interest, until such time as the said interest shall have produced and paid the sum of $5,000.00 out of the proceeds of oil produced, saved and marketed from such interest (commonly known and described as an oil payment) in a certain oil and gas lease given by Dorie Horner, et al, as lessors, in favor of C. F. Barham, as lessee, on June 18, 1951, subsisting upon and covering the SE¼ of Section 14, Township 17 North, Range 8 East of the Indian Meridian, Tulsa County, Oklahoma, which said lease is duly recorded in Book 2227, at page 399 of the records of Tulsa County, Oklahoma;

An undivided 1/32nd interest in a producing oil and gas lease now subsisting upon and covering the N½ of the SE¼ of Section 16, Township 29 South, Range 7 West, Kingman County, Kansas, known as the "Brand Lease", and duly recorded in the records of said County in Book 56, at page 463.

to the Defendant Community State Bank of Tulsa for the several and respective sums bid and returned therefor is hereby confirmed, and the amount of said bids, comprising a total of $6,550.00 is ordered credited against the judgment heretofore entered in this cause in favor of the said Community State Bank of Tulsa and against the Defendant W. E. Green.

It is further ordered that said Vaughn S. Bryan, as Special Trustee of the parties, and as Special Master of this Court, shall forthwith execute and deliver unto Community State Bank of Tulsa a good and sufficient conveyance of the properties so sold and confirmed, free and clear of all and every claim of any party to this action, and all parties hereto, except the Defendant Community State Bank of Tulsa are finally barred and foreclosed of further claim or interest therein.

Upon motion of the Defendant Community State Bank of Tulsa to enter deficiency judgment following foreclosure of its mortgage and sale pursuant thereto, the Court finds that all conditions of notice respecting the entry of such deficiency judgment have been met and that the proceeds of sale represent the fair market value of the property sold, and it is ordered that there shall enter upon the judgment rolls of this Court, and the Defendant Community State Bank of Tulsa shall have and recover of and from the Defendant W. E. Green deficiency judg-

ment upon its foreclosure in the amount of $12,010.40, together with interest thereon at the rate of six per cent (6%) per annum from August 30, 1955, until paid, which said deficiency judgment shall supersede and stand in lieu of the judgment heretofore entered between the same parties on August 30, 1955.

Further upon the said return of sale heretofore filed by said Vaughn S. Bryan, it is ordered that the purported sale, on October 25, 1955, to Oil Producers and Refiners, Inc. of the following described property, to wit:

> An undivided 1/2 interest in and to a producing and subsisting oil and gas lease covering the SW¼ of the SW¼ and the S½ of the NW¼ of the SW¼ of Section 11, Township 19 North, Range 9 East, Creek County, Oklahoma, known as the Flinchum Lease;

be vacated, set aside and held for naught for failure of said successful bidder to pay the consideration tendered by its bid.

It is ordered that another and further sale of the property last described above be held at the Library Room of the United States District Court for the Northern District of Oklahoma on the Third Floor of the Federal Building at Tulsa, Oklahoma, on November 9, 1955, at the hour of 10:00 o'clock A.M., which said sale shall be held and conducted by Vaughn S. Bryan pursuant to the stipulation of the parties heretofore filed herein, and said Vaughn S. Bryan is further appointed and constituted the Special Master of the Court for the purpose. All parties to the action being present in Court at the entry of this order and all parties stipulating to the date and manner of conduct of the said further sale, no notice other than the announcement of this order in open Court, which announcement has been made, shall be given. The said Special Trustee of the parties and Special Master of the Court is directed to sell the said last described property for cash in hand only and shall not declare the sale thereof until the amount of the bid accepted shall have been deposited in cash or the equivalent of cash with the

Clerk of this Court. The receipt of Plaintiffs against the judgment heretofore rendered in their favor shall be the equivalent of cash upon any bid tendered by Plaintiffs, and to the extent of their said judgment. The said Special Trustee of the parties and Special Master of the Court is authorized to recess the sale proceedings for reasonable periods within the day of the said sale to permit an apparent high bidder to make good the amount of his bid by the deposit of cash or its equivalent, and thereafter to reconvene the sale and conclude the same after a recess to the highest and best bidder who shall make good his bid. The said property shall be offered and sold free and clear of all and every right, claim or lien of any party to this action.

Dated at Tulsa, Oklahoma, this 4th day of November, 1955.

/s/ Royce H. Savage
United States District Judge

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

MARVIN BURNS AND GENEVIEVE BURNS HUSBAND AND WIFE, AND GEORGE W. OWENS AND KATE OWENS, HUSBAND AND WIFE, Plaintiffs	)	No. 3628
v.	)	
HALIFAX INSURANCE COMPANY, Defendant	)	

ORDER OF DISMISSAL

On motion of the plaintiffs, Marvin Burns and Genevieve Burns, husband and wife, and George W. Owens and Kate Owens, husband and wife, to dismiss their respective causes of action with prejudice to all future actions, it appearing to the Court that said causes of action have been fully settled and compromised by the parties,

IT IS BY THE COURT ORDERED that the causes of action of the plaintiffs be and the same are hereby dismissed with prejudice to all future actions.

Dated this 8th day of ~~May~~ Nov., 1958

United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN

DISTRICT OF OKLAHOMA

FILED

NOV - 8 1965

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

George Downing - - - - - - - - - - - - - - - Plaintiff,

vs

Harold Peck - - - - - - - - - - - - - - - - Defendant.

No. 3716

JOURNAL ENTRY OF JUDGMENT

Now this 7th day of November, 1965, same being a regular judicial day of said Court, this cause comes on for hearing on plaintiff's Bill of Complaint, and the defendant's Answer thereto. The parties litigant appear in person and by their respective attorneys of record, waive trial by jury and announce ready for trial. Thereupon, witnesses were duly sworn and testified in open Court in behalf of the plaintiff's Bill of Complaint, and the plaintiff did thereupon rest his case. Thereupon, the defendant demurred to the evidence of the plaintiff, which said Demurrer was overruled by the Court. The defendant did thereupon introduce evidence in behalf of his answer and finally rested. Rebuttal evidence was introduced by the plaintiff, whereupon both sides finally rested.

The Court, having examined the pleadings, having heard the evidence and being well and fully advised in the premises, makes the following findings of fact:

(1) That the plaintiff has failed to prove by a preponderance of the evidence that the defendant was the aggressor in the affray between said parties.

(2) That the defendant acted in his own proper self-defense in the affray in question.

The Court concludes as a matter of law as follows:

(1) That the plaintiff is entitled to recover nothing by reason of his action, and the same should be dismissed, at plaintiff's cost.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the

plaintiff take nothing by reason of this action, and that said cause be and the same hereby is dismissed, at plaintiff's cost.

Judge

DBA:lm
11-9-55

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

UNITED STATES OF AMERICA, Plaintiff,	)	
v.	)	Civil Action No. 3276
PHILLIPS CHEMICAL COMPANY, Defendant.	)	

FINDINGS OF FACT,
CONCLUSIONS OF LAW AND JUDGMENT

The United States of America instituted the present suit for damages for violations by defendant of a price stabilization regulation by reason of alleged overcharges on certain sales by defendant of ammonium nitrate during the period July 1, 1952, to March 13, 1953, inclusive.

Both parties filed motions for summary judgment on the issue of liability alone. At the conclusion of the hearing on these motions on June 28, 1954, I sustained the plaintiff's position on the ground that under the applicable regulation the freight equalization practice employed by defendant during the base period comes within the category of delivery terms as used in Section 3(b) of Ceiling Price Regulation 22 and such freight equalization practice in effect during the base period had to be followed thereafter and became a part of defendant's ceiling price for ammonium nitrate. I deferred final judgment pending determination of the amount of damages to which plaintiff might be entitled.

On August 3, 1955, this cause came on for decision, plaintiff appearing by United States Attorney B. Hayden Crawford and Assistant United States Attorney Charles H. Froeb, and defendant appearing by D. E. Hodges, Esquire, and Darlene Anderson, Esquire.

The Court having considered the evidence both oral and documentary, the stipulations entered into by the parties, and the oral argument of counsel, and being fully advised in the premises, does make and enter the following Findings of Fact, Conclusions of Law, and Judgment:

Findings of Fact

1. This is a civil action brought to recover damages for violation by defendant of a price stabilization regulation issued pursuant to the Defense Production Act of 1950, as amended. The court is vested with jurisdiction by virtue of Section 708(b) of the Defense Production Act of 1950, as amended, and also by Section 1345, Title 28, United States Code.

2. Section 409(a) of the Defense Production Act of 1950, supra, provides in part that when a material or service is sold in violation of a ceiling price prescribed by a regulation issued pursuant to the said Act, the buyer who buys for use or consumption other than in the course of trade or business may, within one year from the date of occurrence of the violation, except as provided, bring an action against the seller for the overcharge. The seller is made liable for reasonable attorneys' fees and costs as determined by the court, plus such amount not more than three times the amount of the overcharge upon which the action is based, as the court in its discretion may determine. The said section further provides that in the event the buyer fails to institute an action under the said section within thirty days from the occurrence of the violation, or is not entitled for any reason to bring the action, the President of the United States may bring such action on behalf of the United States within such one-year period.

3. Defendant is a corporation organized under the laws of the State of Delaware, is engaged in the business of production and sale of nitrogen fertilizers, and has an operating office at Bartlesville, Oklahoma, which is within the territorial limits of the jurisdiction of this Court.

4. Acting pursuant to the Defense Production Act of 1950, as amended, Executive Order No. 10161 (15 F.R. 6105) and Economic Stabilization General Order No. 2 (16 F.R. 738), the Director of Price Stabilization issued Ceiling Price Regulation 22 (16 F.R. 3562) and Supplementary Regulation 17 thereto (16 F.R. 11484), prescribing the method for determining ceiling prices for sales of certain commodities by manufacturers, including ammonium nitrate manufactured and sold by defendant during the period July 1, 1952, to March 13, 1953, inclusive.

5. Section 3(b) of Ceiling Price Regulation 22 provided that the seller's ceiling price must be consistent in every respect with its base period price, e.g., it must carry all customary delivery terms, cash, trade and volume discounts, allowances, premiums and extras, deductions, guarantees, servicing terms, and other terms and conditions of sale.

Section 3(c) of Ceiling Price Regulation 22 provided that for each class of purchaser the seller must maintain all customary delivery terms, cash, trade and volume discounts, allowances, premiums and extras, deductions, guarantees, servicing terms, and other terms and conditions of sale which the seller had in effect during the base period. Section 47 of Ceiling Price Regulation 22 defined the meaning of the term "class of purchaser."

Section 3(b) of Supplementary Regulation 17 provided that Sections 3(b) and 3(c) of Ceiling Price Regulation 22 continued applicable under Supplementary Regulation 17.

6. Defendant Phillips Chemical Company applied to, and obtained from, the Office of Price Stabilization, pursuant to Supplementary Regulation 17 to Ceiling Price Regulation 22, an adjusted ceiling price per ton for ammonium nitrate shipped f.o.b. its plant at Etter, Texas, selecting as a base period under said supplementary regulation the period January 1, 1950, through March 31, 1950.

7. All of defendant's sales of ammonium nitrate during the base period selected under Supplementary Regulation 17 were made to manufacturers of registered brands of mixed fertilizer, recognized in the fertilizer industry as a clearly defined class in the distribution system.

8. The highest price at which defendant sold ammonium nitrate during said base period was $56.00 per ton f.o.b. Etter, Texas. By virtue of Section 3(b) of Ceiling Price Regulation 22, which is applicable in this case, the aforesaid price of $56.00 per ton had to carry all customary base period delivery terms.

9. During the applicable base period defendant made 65 sales of ammonium nitrate, delivered f.o.b. its plant at Etter, Texas. A freight allowance, i.e., a deduction from the f.o.b. Etter price, was granted on sales of ammonium nitrate made for shipment to destinations at which the freight rates from Parsons, Kansas, or El Dorado, Arkansas, were less than

the freight rates from Etter, Texas, equal to the amount of such difference in freight rates up to a maximum of $3.00 per ton.

10. All of defendant's sales of ammonium nitrate during the period July 1, 1951, through March 13, 1953, were made f.o.b. Etter, Texas, to manufacturers of registered brands of mixed fertilizer.

11. On July 1, 1951, defendant discontinued the granting of any freight equalization.

12. The aggregate amount of the freight allowances which would have been allowable on sales of ammonium nitrate made by the defendant during the period July 1, 1952, through March 13, 1953, for shipment to destinations to which the freight rates from Parsons, Kansas, or El Dorado, Arkansas, were less than the freight rates from Etter, Texas, had the granting of such allowances not been discontinued, computing such allowances in the same manner as they were computed and allowed during the base period and to all of such destinations, is $131,202.22. Had such allowances been computed only with respect to shipments to destinations to which shipments were made during defendant's base period, the aggregate amount thereof would be $26,[illegible].07.

13. Defendant did not willfully violate the provisions of the applicable price regulations, and did not fail to take practicable precautions to avoid the occurrence of such violation.

14. (a) Each of the transactions complained of herein occurred within one year of the filing of the complaint and each was in the course of the purchaser's trade or business.

(b) None of the transactions complained of herein arose because defendant acted upon and in accordance with the written advice and instructions of the President of the United States or any official or employee authorized to act for him.

(c) None of the transactions complained of herein arose out of the sale of any material or service to any agency of the Government, pursuant to the lowest bid made in response to an invitation for competitive bids.

Conclusions of Law

1. Plaintiff is entitled to maintain this action.

2. Plaintiff's complaint and amended complaint herein allege with sufficient definiteness the nature and extent of plaintiff's cause of action and were timely filed.

3. The applicable price stabilization regulation covering the defendant's sales of ammonium nitrate shipped from its Etter, Texas, plant during the period July 1, 1952, to March 13, 1953, inclusive, was Supplementary Regulation 17 to Ceiling Price Regulation 22.

4. All of defendant's sales of ammonium nitrate during the base period selected under Supplementary Regulation 17 were made to a single "class of purchaser" within the meaning of Supplementary Regulation 17 and the provisions of Ceiling Price Regulation 22 incorporated by reference therein, and defendant did not, during said base period, follow the practice of giving an individual customer a price for ammonium nitrate differing from that charged others.

5. During the applicable base period, defendant followed the practice of granting freight allowances on sales of ammonium nitrate for shipment to destinations to which the freight rates from Parsons, Kansas, or El Dorado, Arkansas, were less than the freight rates from Etter, Texas, equal to the amount of such difference in freight rates up to a maximum of [illegible] per ton.

6. The freight equalization practice followed by defendant during its base period under Supplementary Regulation 17 to Ceiling Price Regulation 22 constituted a "delivery term" within the meaning of Section 3(b) of Ceiling Price Regulation 22, and defendant was required to continue to grant such equalization on sales of ammonium nitrate to manufacturers of registered brands of mixed fertilizer for shipment to destinations in the competitive areas during the period July 1, 1952, through March 13, 1953.

7. Defendant's failure to grant freight equalization with respect to sales of ammonium nitrate between July 1, 1952, through March 13, 1953,

for shipment to all destinations to which the freight rates from Parsons, Kansas, or El Dorado, Arkansas, were less than the freight rates from Etter, Texas, even though no shipments were made to some of such destinations during the base period, constituted a violation of Supplementary Regulation 17 to Ceiling Price Regulation 22.

9. Defendant's violation of the Regulation as aforesaid was not willful, and was not the result of failure to take practicable precautions to avoid the occurrence of the aforesaid violation.

10. The amount by which the sums received by defendant on sales of ammonium nitrate shipped to destinations in the competitive freight areas during the period July 1, 1952, through March 15, 1953, exceeded the maximum price permitted by Supplementary Regulation 17 to Ceiling Price Regulation 22 is the sum of $131,[illegible].22, all of which is the result of the disallowance of any freight equalization.

12. Plaintiff is entitled to a judgment against defendant in the sum of $131,[illegible].

11. Plaintiff is entitled to a judgment against defendant for plaintiff's costs and disbursements herein.

Dated this ____ day of _____, 1955.

_____
United States District Judge

Approved as to Form

_____

_____

_____

Attorneys for Defendant

JUDGMENT AND DECREE

This cause having come on for decision before the above entitled Court on August 3, 1955, plaintiff appearing by United States Attorney B. Hayden Crawford and Assistant United States Attorney Charles H. Froeb, and defendant appearing by D. E. Hodges, Esquire, and Darlene Anderson, Esquire, and the Court having considered the evidence, both oral and documentary, and the stipulations and exhibits thereto executed and filed by the parties, and the Court being fully advised in the premises and having heretofore made and entered its Findings of Fact and Conclusions of Law,

NOW THEREFORE, it is ordered, adjudged and decreed as follows:

1. That plaintiff be and is hereby awarded judgment against defendant in the sum of $131,202.22;

2. That plaintiff be and is hereby awarded judgment against defendant for plaintiff's costs accrued and accruing herein in the sum of $_____.

Dated this ____ day of _____, 1955.

Enter: _____
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America, Plaintiff,	)	
vs.	)	Civil No. 3725
Fred A. Hobert and Ruby Hobert, Defendants.	)	

JUDGMENT

On this _____ day of November 1955, the above-entitled action coming on for hearing, the plaintiff, appearing by Robert S. Rizley, Assistant U. S. Attorney, for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all of the allegations of the plaintiff's complaint in the first cause of action are true; that on April 26, 1949, for a valuable consideration, the defendants did make, execute, and deliver to Becker Roofing Co., Tulsa, Oklahoma, their written promissory note in the sum of $303.17, in accordance with the provisions of the Federal Housing Administration Act; that the defendants defaulted in the payments on the note, and thereafter the note was assigned to this plaintiff; that there is now due and owing on the note the sum of $272.32, principal, with interest thereon at the rate of six per cent (6%) per annum from October 27, 1949.

The Court further finds that all the allegations of the plaintiff's second cause of action are true; that on December 23, 1947, for a valuable consideration, the defendants did make, execute, and deliver to Brown-Dunkin Co., Tulsa, Oklahoma, their written promissory note in the sum of $287.45, in accordance with the provisions of the Federal Housing Administration Act; that the defendants defaulted in the payments on the note, and thereafter the note was assigned to this plaintiff; that there is now due and owing on the note the sum of $1.00, principal, with interest thereon at the rate of six per cent (6%) per annum from April 5, 1949.

The Court further finds that the plaintiff has filed herein an affidavit stating that neither of the defendants is in the military service nor an infant or incompetent, which is found to be true.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Fred A. Hobert and Ruby Hobert, in the sum of $237.32 with interest thereon at the rate of six per cent (6%) per annum from October 27, 1949, to date of judgment, plus interest at the legal rate thereafter until paid on its first cause of action; and that the plaintiff have judgment against the defendants for a principal sum of $1.00 with interest thereon at six per cent (6%) per annum from April 5, 1949, to date of judgment, plus interest at the legal rate thereafter until paid on its second cause of action; and for its costs.

Arthur Swan

United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF THE STATE OF OKLA.

Cleo Wilson, Plaintiff	
vs.	No. 3751-Civil
Southwestern Bell Telephone Company, a corporation, Defendant	FILED NOV 21 1955 NOBLE C. FRIED Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT

NOW on this 17th day of November, 1955, this matter comes on for hearing upon the defendant's Motion for Summary Judgment pursuant to regular setting and assignment before the undersigned Judge of the United States District Court for the Northern District of Oklahoma. The plaintiff appears per se and the defendant appears by one of its attorneys of record, Charles W. Wheeler, and the Court after examining the pleadings in the case, and the Affidavit in Support of the Motion for Summary Judgment makes the following findings of fact:

(1) That plaintiff is a subscriber for telephone service furnished by defendant in the city of Tulsa and was at all times pertinent to this action;

(2) That defendant failed to list plaintiff's name in the classified or "yellow page section" of its July 1954 telephone directory for the City of Tulsa and that as a result of such omission, plaintiff has been damaged in a sum in excess of $191.15;

(3) That the failure of defendant to list plaintiff's name in said telephone directory was a result of its negligence and fault as alleged in plaintiff's petition and was a breach of its contract with plaintiff;

(4) That the amount paid for telephone service during the period of the July 1954 Tulsa, Oklahoma telephone directory was in the amount of $191.15.

find and make the following conclusions of law:

(1) That the Court has jurisdiction of the subject-matter and the parties to this action;

(2) The defendant is a public service corporation duly licensed to perform its public business of furnishing telephone service in the City of Tulsa, Oklahoma, and as such is subject to the regulatory jurisdiction of the Corporation Commission of the State of Oklahoma;

(3) That pursuant to Order No. 2112 dated October 13, 1925, promulgated by the Corporation Commission in Cause No. 4796 and in the regular course of its business, defendant has promulgated its General Exchange Tariff which provides, insofar as this action is concerned, as follows:

> "C. ERRORS - The Telephone Company's liability for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers shall be limited to the amount of actual impairment of the customer's service, and in no event shall it exceed the amount paid for the service during the period covered by the Directory in which the error or omission occurs."

And that such provision was approved and ratified by said Corporation Commission in its Order No. 13543-A dated December 15, 1942, and in its Order No. 24935 dated July 13, 1951, and in its Order No. 27033 dated May 19, 1953;

(4) That the reasonableness of the above referred to provision of the General Exchange Tariff having been promulgated and approved by the regulatory body as above set forth, is not a matter into which this Court can inquire;

(5) That the above referred to provision of said General Exchange Tariff is a limitation upon the liability of defendant in this case and limits the recovery to which plaintiff is entitled as provided for therein.

J U D G M E N T

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that defendant's motion for Summary Judgment should be and is hereby

costs incurred, and IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff have and recover of defendant judgment in the amount of $[illegible], together with the costs of this action in the sum of $_____, for all of which let execution issue.

(S) H. F. Wallace
DISTRICT JUDGE

APPROVED AS TO FORM:

(S) Lee Nelson
Attorney for Plaintiff

APPROVED AS TO FORM:

ROBNIE & MCCLOUD

By (S) Charles V. Wheeler
Charles V. Wheeler

Attorneys for Defendant.

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

SAMUEL NICOSIA,	)	
	)	
Complainant	)	
vs.	)	
	)	
HARRY B. SHER and GORDON A. YEARTY,	)	No. 3629-Civil
	)	
	)	
Respondents.	)	

FILED
NOV 23 1955
NOBLE C. HOOD
Clerk, U.S. District Court

D E C R E E

Now on this 21st day of November, 1955, on regular assignment, came on for hearing the motion of the defendants, Harry B. Sher and Gordon A. Yearty, to set aside the judgment and final decree of the 17 day of June, 1955, and to quiet title in them as against Samuel Nicosia and assignments made by him to T. Austin Gavin and Allen E. Barrow to 190 acres of land in Nowata County, Oklahoma, as will hereinafter be described. As grounds for such motion, the original judgment and decree of this court provided that Samuel Nicosia was to pay $750.00 purchase money to Harry B. Sher following the judgment and decree and within fifteen days after a final accounting by the master to pay to Harry B. Sher the amount to be indicated by the master's report; that time was of the essence, that Samuel Nicosia did not pay and has not paid the $750.00 as required by the decree and has not paid within fifteen days after the master's report was filed, plus an extension of time of ten days thereafter, the amount of $8,744.65, as required by the judgment and decree of this court. And on the further ground that it is working a hardship upon Gordon A. Yearty and Harry B. Sher in preventing a foreclosure of liens standing against the property and the full development of the property and the further continuance of the receivership.

The court being fully advised in the premises does hereby sustain the motion to set aside the judgment and decree and quiet title in all parties, and does hereby set aside and hold for naught the findings of fact, conclusions of law, judgment and decree heretofore entered in favor of Samuel Nicosia and against Harry B. Sher and Gordon A. Yearty, and fixes the title to the 190 acres in the same status as it was prior to such action by Samuel Nicosia against Harry B. Sher and Gordon A. Yearty, on the ground and for the reason that Samuel Nicosia has not complied with the judgment and decree of the court, and on this day counsel for Samuel Nicosia notified the court that they were not complying with the judgment and decree of the court heretofore entered by the court.

The court does hereby quiet title in favor of Harry B. Sher and Gordon A. Yearty as against Samuel Nicosia, T. Austin Gavin and Allen E. Barrow from all orders, judgments and decrees heretofore entered by this court and all caveats filed by Samuel Nicosia against the 190 acres hereinafter described and to all assignments of interest by Samuel Nicosia to T. Austin Gavin and Allen E. Barrow, and to any and all other assignments, if any, made by Samuel Nicosia to anyone else, whether of record or not of record, to the following described properties:

> NW 1/4 of the SW 1/4; and the W 1/2 of the SW 1/4 of the SW 1/4; and the SE 1/4 of the SW 1/4 of the SW 1/4 of Sec. 29, T27 N, R 16 E, Nowata County, Oklahoma, together with the W 1/2 of the NW 1/4 of Sec. 29, T 27 N, R 16 E, Nowata County, Oklahoma, consisting of 150 acres;

and

> NE 1/4 of the SW 1/4 of Sec. 29, T 27 N. R. 16 E. Nowata County, Oklahoma, consisting of 40 acres.

The court further holds that Samuel Nicosia does not by this decree have any right, title, interest or claim to the above described premises nor does anyone else who has taken an assignment from Samuel Nicosia have any right, title, interest or claim to the above described properties. And the court does hereby quiet title in favor of Harry B. Sher and Gordon A. Yearty against Samuel Nicosia,

T. Austin Gavin and Allen E. Barrow, or anyone else who has an assignment or promise of assignment or claim made by Samuel Nicosia in and to the above described premises. By this quiet title decree Harry B. Sher does hereby have and retain one-third interest and Gordon B. Yearty has a two-thirds interest in and to 150 acres described as follows:

> NW 1/4 of the SW 1/4; and the W 1/2 of the SW 1/4 of the SW 1/4; and the SE 1/4 of the SW 1/4 of the SW 1/4 of Sec. 29, T 27 N, R 16 E, Nowata County, Oklahoma, together with the W 1/2 of the NW 1/4 of Sec. 29 T 27 N, R 16 E, Nowata County, Oklahoma,

and the 40 acres described as follows:

> NE 1/4 of the SW 1/4 of Sec. 29, T 27 N. R. 16 E. Nowata County, Oklahoma;

subject to any oil payments of record made by Harry B. Sher and Gordon A. Yearty.

It is further ordered and decreed by the court that the receiver, John Pendleton, prepare and file a final accounting and his bill for services as receiver.

Done in open court this 22 day of November, 1955.

Royce H. [illegible]
United State District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America, Libelant,	)	
vs.	)	Civil No. 3786
One 1950 Oldsmobile "88" 4-door Sedan, Motor No. 8A207471H and 114.1875 net gallons of taxpaid liquor, Respondents,	)	FILED NOV 21 1955 NOBLE C. HOOD Clerk, U.S. District Court
Clifford Gerald Lewis, Claimant.	)	

JUDGMENT

On this 21st day of November 1955, the above action coming on for hearing, the libelant, United States of America, appearing by B. Hayden Crawford, United States Attorney, and Russell H. Smith, Assistant United States Attorney, for the Northern District of Oklahoma, and the claimant, Clifford Gerald Lewis, appearing by his attorney, Elmore A. Page, disclaiming all interest in the subject matter, and no other persons appeared or claimed an interest in the subject matter in this action, and the Court having heard the evidence of the libelant, and having examined the file, finds the claimant was duly served with monition herein more than twenty (20) days prior to this date, and having failed to answer, is and should be adjudged in default.

The Court finds that all of the allegations of libelant's libel of information are true; that, on or about May 18, 1955, the 1950 Oldsmobile "88" 4-door sedan, motor No. 8A207471H, was used in violation of law in transporting approximately 114.1875 net gallons of assorted tax-paid liquor in violation of law, as alleged in the libel of information.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that the 1950 Oldsmobile "88" 4-door sedan, motor No. 8A207471H, be and the same is hereby forfeited to the United States of America, and the United States Marshal for the Northern District of Oklahoma is hereby directed to sell the automobile to the highest bidder, and the proceeds of the sale should be disbursed as follows.

First: Payment of the costs of seizure and storage, and

Second: The residue thereof, if any, to be paid to the Treasurer of the United States.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the 114.1875 net gallons of assorted tax-paid liquor be and the same are hereby forfeited to the United States of America, and the same should be disposed of according to law.

Royce N. Savage
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

Westinghouse Air Brake Company, a corporation, Plaintiff, v. Knight Manufacturing & Supply Company, a corporation, Defendant.	No. Civil 3794.

FILED

ORDER OF DISMISSAL

On this 30th day of November, 1955, comes the said plaintiff by his attorneys Joe N. Shidler and Wm. J. Threadgill, and thereupon on Motion it is ordered by the Court, that this cause be and the same hereby is dismissed at cost of Plaintiff, with prejudice.

/s/ Royce H. Savage
Judge

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN

DISTRICT OF OKLAHOMA

* * * * *

THE KELLY SPRINGFIELD TIRE COMPANY, A Corporation, Plaintiff,	)	
-vs-	)	No. 3800
L. A. STEWART & SONS TIRE COMPANY, A Co-partnership consisting of Louie A. Stewart, Bob A. Stewart and Bud G. Stewart, Defendant.	)	FILED [illegible] NOBLE C. [illegible] Clerk, U.S. District Court

JUDGMENT

In this action the defendant, L. A. Stewart & Sons Tire Company, a partnership, consisting of Louie A. Stewart, Bob A. Stewart and Bud G. Stewart, having been duly and regularly served with the summons and copy of the Plaintiff's Complaint herein, and having failed to plead or otherwise defend, the legal time for pleading or otherwise appearing and defending herein having expired and the default of the said defendant, L. A. Stewart & Sons Tire Company, a partnership, in the premises having been duly entered according to law, upon the application of plaintiff, Affidavit of Amount Due being filed of record, judgment is hereby entered against the said defendant, L. A. Stewart & Sons Tire Company, a partnership, pursuant to the prayer of the Complaint.

WHEREFORE, by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED that the said plaintiff, The Kelly Springfield Tire Company, a corporation, do have and recover from the defendant, L. A. Stewart & Sons Tire Company, a partnership, the sum of $5,281.26 with interest thereon at the rate of 6 per cent per annum from the date hereof until paid, together with the costs of this action, in the sum $_____ for all of which let execution issue. Provided, however, that if upon said execution as against the property of said L. A. Stewart &

Sons Tire Company, a partnership, said execution be returned "no property found" or if the property found be insufficient to satisfy the judgment herein entered, then in that event that plaintiff, The Kelly Springfield Tire Company, a corporation, have and recover of the individual defendants, Louis A. Stewart, Bob A. Stewart and Bud G. Stewart, jointly and severally, judgment in the sum of $5,281.26 with interest thereon at the rate of 6 per cent per annum from date of this judgment, together with the costs of this action, or for such deficiency, or a part thereof, as may be remaining unpaid on the judgment herein granted as against the partnership defendants.

Judgment rendered November 30th, 1955.

Noble C. Hood

By D H Hamilton

Deputy Clerk of the United States
District Court for the Northern
District of Oklahoma

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN

DISTRICT OF OKLAHOMA

****

THE KELLY SPRINGFIELD TIRE COMPANY, A Corporation, Plaintiff,	)	
-vs-	)	No. 3800
L. A. STEWART & SONS TIRE COMPANY, A Co-partnership consisting of Louie A. Stewart Bob A. Stewart and Bud G. Stewart, Defendant.	)	FILED NOV 30 1955 NOBLE C. HOOD Clerk, U.S. District Court

ENTRY OF DEFAULT

It appearing from the record that the defendant herein, L. A. Stewart & Sons Tire Company, a partnership, and Louie A. Stewart, Bob A. Stewart and Bud G. Stewart, partners, were each personally served on the 3rd day of November, 1955 and that defendant is in default for failure to plead or otherwise defend as required by law,

Default is hereby entered as against the said defendant this 30th day of November, 1955.

Noble C. Hood, Clerk

By D. Hamilton
Deputy

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

United States of America, Plaintiff,	)	
vs.	)	NO. 3590 - CIVIL
The Coots Apartments, Inc., a corporation, et al, Defendant.	)	

FILED

DEC 22 1955

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

ORDER CONFIRMING MARSHAL'S SALE

NOW, on this 22nd day of December, 1955, there coming on for hearing the motion of the plaintiff herein to confirm the sale of real property made by the United States Marshal for the Northern District of Oklahoma on the 8th day of November, 1955, under an order of sale issued in this cause out of the office of the Court Clerk for the United States District Court for the Northern District of Oklahoma dated September 23, 1955, of the following described real 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,

and the court having carefully examined the proceedings of the Marshal under the order of sale and no one appearing in objection thereto and no exceptions having been filed, finds that due and legal notice of the sale was given by publication once a week for at least five (5) weeks prior to the date of sale in the Tulsa Daily Legal News, a newspaper published and of general circulation in the County of Tulsa, State of Oklahoma, as shown by the proof of publication on file herein and that on the day fixed therein, the 8th day of November, 1955, the above described real property was sold to the Federal Housing Administration, it being the highest and best bidder therefor.

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

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

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

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

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

United States of America, Plaintiff, vs. 1.30 Acres of land, more or less, situate in Mayes County, Oklahoma, and William J. Turner, and Unknown Owners, et al, Defendants.	)	NO. 3772 - CIVIL FILED DEC [illegible] NOBLE C. MOOD Clerk, U.S. District Court

JUDGMENT

Pursuant to the Findings of Fact and Conclusions of Law filed herein,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the property described in the Declaration of Taking and in Exhibit "A" attached hereto, be and is hereby condemned and the title thereto vested in the United States of America in fee simple absolute, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipe lines.

Royce H. Savage

U. S. DISTRICT JUDGE

EXHIBIT "A"

TRACT NO. 1796-A Revised

Parcel No. 1:

Part of Lot No. 11 of Turner Heights Subdivision described as follows: Beginning at the Northwesterly corner thereof, thence South 132 feet to a point; thence North 52° 50' East 360 feet to a point; thence North 20° 45' West 19 feet to a point; thence South 69° 15' West 299.24 feet, more or less, to the point of beginning in Section 34, T. 20 N., R. 19 East of the Indian Meridian containing 0.60 acre, more or less, in Mayes County, Oklahoma.

Parcel No. 2

Part of Lots Nos. 22, 23 and 24 of the Turner Heights Subdivision described as follows: Beginning at the Northeasterly corner thereof; thence South 30 feet to a point, thence South 59° 45' West 138.95 feet to a point; thence South 38° 40' West 128.07 feet to a point, thence South 33° 45' West 217 feet to a point, thence North 8° 15' East 278 feet to a point, thence North 69° 15' East 300 feet, more or less to the point of beginning, in Section 34, T. 20 N. R. 19 E. of the Indian Meridian, containing 0.70 acres, more or less, in Mayes County, Oklahoma.

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

VAHAN AGHAJANIAN, et al., Plaintiffs,	)	
Vs.	)	NO. 3721 CIVIL
BERTHA AGHAJAN, Defendant.	)	

FILED
DEC - 9 1954
NOBLE C. HOOD
Clerk, U.S. District Court

JUDGMENT

NOW on this 2nd day of December, 1955, this cause comes on for hearing on the Motion to Dismiss filed by the Defendant herein, Plaintiffs appeared by Robert J. Woolsey, one of their counsel, and the Defendant appeared by Stanley Campbell, Defendant's counsel, and the Court having heard argument of counsel and being fully advised finds that the Motion to Dismiss for failure to state a claim should be sustained, the Court finds that as to the question of whether the decedent died testate or intestate is a matter within the jurisdiction of the Probate Court of Tulsa County, and further the Court finds that insofar as Plaintiffs theory to inherit as next of kin, the Probate Court of Tulsa County has exclusive jurisdiction. The court further finds insofar as Plaintiff's Complaint seeks to establish an agreement on the part of the decedent to make a will, that the letters pleaded are insufficient and the proposed agreement is not supported by any consideration.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiffs cause of action be, and the same is hereby dismissed with prejudice at the cost of the Plaintiffs.

Royce H. Savage
JUDGE

O.K. as to form:

FARMER, WOOLSEY, FLIPPO & BAILEY

By R. J. Woolsey
Attorneys for Plaintiffs

Stanley D. Campbell
STANLEY CAMPBELL, Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

United States of America, Libelant, vs. 37 Cases, each containing 24 packages, Article labeled in part "Brazil Nuts Triple HHH Brand * * * Net Wt. 1 Lb." Claimant.	NO. 3811 - CIVIL FILED DEC [illegible] 1955 NORBERT [illegible] WOODS Clerk, U. S. District Court

DECREE OF CONDEMNATION

On November 23, 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 a food which was introduced into interstate commerce in violation of the Federal Food, Drug, and Cosmetic Act and was adulterated while being held for sale after shipment in interstate commerce within the meaning of 21 U.S.C. 342(a)(3) in that it consisted wholly or in part of a decomposed substance by reason of the presence therein of decomposed Brazil nuts and was otherwise unfit for food by reason of the presence therein of empty shells.

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 H. Dayton Crawford, United States Attorney, and John Morley, Assistant United States Attorney, for the Northern District of Oklahoma, it is ORDERED, ADJUDGED AND DECREED that the default of all persons be and the same are entered herein; and

The court being fully advised in the premises, it is on this 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) in that said article consists wholly or in part of a decomposed substance by reason of the presence therein of decomposed Brazil nuts, and is unfit otherwise for food by reason of the presence therein of empty shells, 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 9th day of December, 1[illegible].

Roger H. Savage
U. S. DISTRICT JUDGE

[illegible] STATES [illegible]

[illegible]

[illegible]

ORDER CONFIRMING SALE, [illegible]
[illegible] OF MONEYS [illegible]
AND DIRECTING [illegible]
[illegible] JUDGMENT

[illegible] day of [illegible]

[illegible]

[illegible] confirming Sale, [illegible]

[illegible] the judgment [illegible]

[illegible]

[illegible] George L. Verity; the defendant [illegible] being represented in person; the defendant, [illegible] being [illegible] sented by W. E. [illegible]; the defendants, [illegible] S. [illegible] and [illegible] State [illegible] of Tulsa, being represented [illegible] Richard [illegible] and the defendants, L. J. Pete[illegible], H. S. [illegible] Inc., being represented by [illegible] being no objection [illegible] such [illegible]

[illegible] ORDERED, [illegible]

[illegible]

[illegible] sale held by [illegible] and as Special [illegible] following described [illegible]

[illegible] and one-half ([illegible]) [illegible]
[illegible] ([illegible]) [illegible]
[illegible]
[illegible] described tract [illegible]
[illegible]

[illegible]

[illegible]

[illegible] the entry of a deficiency judgment [illegible] C. H. Christian, [illegible] and Morris H. [illegible] Stewart Building Co., against W. E. [illegible] and the proceeds of the said sale [illegible] the fair market value of the property, [illegible] enter upon this judgment roll of [illegible] said plaintiffs shall have and recover of and from the defendant, W. E. Green, deficiency judgment [illegible] in the amount of Three Thousand Two Hundred Eighty-Five Dollars and Forty-eight cents ($3,285.48), together with interest thereon at the rate of six (6) per cent per annum from [illegible] until paid, which said deficiency judgment shall be credited [illegible] against in lieu of the judgment heretofore [illegible] the same parties on August 30, 1[illegible].

ENTERED the day and year first above written.

JUDGE OF THE UNITED STATES DISTRICT COURT

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

United States of America, Libelant, vs. One 1950 Oldsmobile "88" 4-door Sedan, Motor No. 8A2074718 and 114.1875 net gallons of taxpaid liquor, Respondents, Clifford Gerald Lewis, Claimant.	)	Civil No. 3786

FILED

DEC 14 1955

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

ORDER CONFIRMING SALE

NOW, on this 14 day of December, 1955, there being presented to the court the return of the United States Marshal's sale made in the above case, pursuant to judgment heretofore entered, and plaintiff appearing by R. Hayden Crawford, United States Attorney, and Russell H. Smith, Assistant United States Attorney, for the Northern District of Oklahoma, and no one appearing in opposition thereto, the court finds that the United States Marshal for the Northern District of Oklahoma did advertise for sale, according to law, and did sell at public auction, as directed by the judgment of this court, One 1950 Oldsmobile "88" 4-door Sedan, Motor No. 8A2074718, which said automobile had been seized as the property of Clifford Gerald Lewis, and the same was sold at the time specified in said public notice at public auction to Earl Reynolds on behalf of Earl Reynolds Motor Company for the sum of $281.00, he being the highest and best bidder therefor, and said sale being valid should be confirmed.

IT IS THEREFORE ORDERED AND DECREED by the court that said sale of said above described automobile to Earl Reynolds on behalf of Earl Reynolds Motor Company be and the same is hereby confirmed and the title to said automobile vested in Earl Reynolds Motor Company, and the United States Marshal disburse the proceeds of said sale:

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

Luther Bohanon
UNITED STATES DISTRICT JUDGE

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

T. A. Adriaenssens . . . . . Plaintiff	)	
vs.	)	No. 3757 C
Earl Truesdell, Administrator of the Estate of Lynam Robert Phillips, dec'd . . . . . Defendant	)	
Allstate Insurance Company . . . . . Garnishee	)	

FILED
DEC 14 1955
MOSLE C. HOOD
Clerk, U.S. District Court

ORDER SUSTAINING MOTION TO DISMISS

Now on this the 2nd day of December, 1955, this matter comes on to be heard upon the motion of the garnishee, Allstate Insurance Company, to dismiss this garnishment proceeding. The parties appeared by their respective counsel of record. The court having heard the argument of counsel and being otherwise fully informed in the premises concludes that said motion to dismiss should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this garnishment proceeding be, and the same is hereby dismissed against the garnishee, at the cost of plaintiff.

/s/ ROYCE H. SAVAGE
U. S. District Judge

Okeh as to form:

ROBERT W. SHEPHERD
Attorney for Plaintiff

R. D. HUDSON
Attorney for Garnishee

rdh/mr
12-8-55

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF [illegible]

A. Epoxy Sealing Co., a
Corporation,

Plaintiff,

v.

Andy Jensen Company, a
Corporation,

Defendant.

ORDER OF DISMISSAL

For good cause shown and upon motion of the [illegible]
the above captioned case is dismissed with prejudice and at the
costs of the plaintiff.

DATED this 12th day of [illegible]

[illegible]

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, Plaintiff,	)	
vs.	)	No. 3734 Civil
W. W. BURTT, Defendant.	)	

FILED

DEC 16 1958

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

JUDGMENT

Pursuant to the Findings of Fact and Conclusions of Law herein,

IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff have judgment against the defendant in the amount of Nine Hundred and Fifteen Dollars and Ninety-six Cents ($915.96) and for its costs herein.

Walter A. Savage
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

FILED

[illegible] 1965

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

General Electric Company, a corporation, Plaintiff,	)	
vs.	)	No. 3002-Civil
Zeff-Gilbert, Inc., a corporation, Defendant.	)	

FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERPETUAL INJUNCTION

FINDINGS OF FACT

1. The plaintiff, General Electric Company, is a corporation organized and existing under the laws of the State of New York, and is duly qualified to transact, and is transacting, business in the State of Oklahoma.

2. The defendant, Zeff-Gilbert, Inc., is a corporation duly qualified to do business in Oklahoma, and maintains a merchandise store located at 201 East Second Street, Tulsa, Oklahoma, where it sells, among other items, jewelry, luggage and household appliances, including the sale, at retail, of appliances manufactured by the plaintiff.

3. The amount here in dispute exceeds, exclusive of interest and costs, the sum and value of $3000.00, being the good will pertaining to General Electric Company's business in the products hereinafter mentioned.

4. General Electric Company is a manufacturer and vendor of electrical appliances, including electric housewares (i.e., mixers, coffeemakers, sandwich grills, toasters and irons), clocks, automatic blankets, clothes and heating pads, which commodities are sold

throughout the State of Oklahoma, and General Electric Company enjoys a good business reputation.

5. Plaintiff's commodities bear its trademark "General (GE) Electric", owned solely by the plaintiff, and are in fair and open competition in the State of Oklahoma with commodities of the same general class produced or manufactured by others.

6. General Electric Company, pursuant to the Oklahoma Fair Trade Act, has entered into certain Agreements, all in the same form, with retailers of General Electric Company commodities in the State of Oklahoma, under which General Electric Company has a right to, and did, establish minimum retail prices for its commodities.

7. Plaintiff, on October 6, 1954, notified the defendant of the existence of its Fair Trade Agreements and of the minimum retail prices established thereunder, and also provided defendant with revised minimum retail price lists as they were issued.

8. At all times material hereto, the defendant had notice of the existence of plaintiff's Fair Trade Agreements, and of the current minimum retail prices established by plaintiff for its commodities under said Agreements.

9. The defendant, Heff-Gilbert, Inc., has wilfully and knowingly offered for sale, and sold, at retail plaintiff's fair traded appliances at prices less than the minimum retail prices established by plaintiff.

10. Said sales by the defendant were not for the purpose of closing out defendant's stock of General Electric Company commodities or because the said commodities were damaged or deteriorated in quality, and such sales were not made by an officer under orders of any court or in execution of any writ or distress.

11. The plaintiff has been alert and diligent in enforcing its Fair Trade Agreements in the State of Oklahoma.

CONCLUSIONS OF LAW

1. This Court has jurisdiction of the parties and of the subject matter of the action.

2. General Electric Company has established a valid cause of action under the Fair Trade Act of the State of Oklahoma (Title 78, O. S. 1951, Sections 41 to 45, both inclusive).

3. The wilfully and knowingly offering for sale, and selling, General Electric Company commodities below their legally established minimum retail prices constitutes unfair competition by the defendant.

4. The unlawful acts of defendant have caused irreparable damage to General Electric Company, and have tended to impair and destroy its valuable good will and the value of its trademark.

5. The continuance of such acts will cause irreparable damage to General Electric Company, and will tend to impair and destroy its valuable good will and the value of its trademark.

6. General Electric Company is entitled to a Perpetual Injunction, enjoining the defendant, Zeff-Gilbert, Inc., its agents, employees, and all persons acting under its authority or control, from wilfully and knowingly advertising, offering for sale or selling at retail any General Electric Company commodities at prices which are less than the minimum retail prices now or hereafter established therefor by General Electric Company.

DECREE

1. The defendant, Zeff-Gilbert, Inc., its agents, employees, and all persons acting under its authority or control, are hereby perpetually enjoined from wilfully and knowingly advertising, offering for sale, and from selling at retail any commodities bearing plaintiff's brand, trademark or trade name "General (GE) Electric"

at prices which are less than the minimum retail prices now or hereafter established therefor by General Electric Company.

DATED this 16 day of ~~October~~ Dec., 1953.

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

APPROVED FOR ENTRY:

RAINEY, FLYNN, GREEN & ANDERSON

By G. F. Rainey
Attorneys for Plaintiff

UNGERMAN, WHITEBOOK, GRABEL & UNGERMAN

By /s/ Irvine E. Ungerman
Attorneys for Defendant

IEU:jlw

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT

OF OKLAHOMA

* * * *

S. C. CARTER COMPANY, INC., a corporation, Plaintiff,	)	
vs.	)	No. 3705 Civil
A. J. SMITH, Defendant.	)	

FILED

DEC 14 1955

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

JUDGMENT

There came on for hearing before the undersigned United States District Judge on the 14th day of December, 1955, the above-styled and numbered action, plaintiff appearing by its attorneys, Ungerman, Whitebook, Grabel & Ungerman, and the defendant appearing by his attorney, George W. Reed, Jr., and said counsel for the defendant having stated at said hearing that the defendant does not have any defense to the action filed herein and that the amount sued for is correct, just, due and owing from the defendant to the plaintiff and that the defendant has no objection to the entering of a judgment in favor of the plaintiff as against the defendant the court finds that judgment should be so entered at this time.

IT IS THEREFORE, Ordered, Adjudged and Decreed by this court that the plaintiff, S. C. Carter Company, Inc., a corporation have and recover judgment of and as against the defendant, A. J. Smith, for the sum of $4,507.15 with interest thereon at the rate of six per cent per annum from this date together with all of the court costs of this action.

George H. Lewis
United States District Judge

Approved as to form: Ungerman, Whitebook, Grabel & Ungerman

By Morris E. Ungerman
Attorneys for Plaintiff

Geo. W. Reed, Jr.
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

United States of America, Libelant, vs. 40 Cases Bowl and Plate Sets and 15 Cases Cup and Saucer Sets, each case containing 12 packages article labeled in part "Net Weight 2 Lbs.-8 Oz. 3 Minute Brand Oats with Gold-Glo Bowl and Plate (Or Cuptand Saucer) * * *," Claimant.	)	NO. 3618 - CIVIL

FILED

DEC 2 2 1955

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

DECREE OF CONDEMNATION

On December 7, 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 a food which was introduced into interstate commerce in violation of the Federal Food, Drug and Cosmetic Act and was adulterated while being held for sale after shipment in interstate commerce 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 insects.

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, and John Morley, Assistant 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 3 Minute Brand Oats so seized are adulterated within the meaning of said Act, 21 U.S.C. 342(a)(3) in that said oats consist wholly or in part of a filthy substance by reason of the presence therein of insects, and are 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.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Bowls, Plates, Cups and Saucers be retained by the Joe Rodges Warehouse, as custodian for National Oats Company, the lawful owner thereof.

DATED this 23rd day of December, 1955.

Royce H. Savage
U. S. DISTRICT JUDGE

[illegible]

[illegible] Corporation, [illegible],

Plaintiffs,

-vs-

[illegible] Corporation,

Defendant.

No. 3733 Civil.

FILED

DEC [illegible]

[illegible]
Clerk U.S. District Court

[illegible]

This cause came on to be heard [illegible] 1966, on [illegible] motion [illegible] Inc., [illegible] Corporation, [illegible] Labor, and the said defendants by their [illegible], [illegible], Lynn, [illegible] Corporation [illegible] Office, [illegible] Division, [illegible] or [illegible] 90, 3764, [illegible], 112 [illegible], [illegible] the United States District Court for the [illegible] District of [illegible], [illegible] 3733-Civil, [illegible] by [illegible] [illegible] defendant herein, [illegible] counter-petition [illegible] defendant herein, and [illegible] argument but [illegible] only [illegible] upon the [illegible] and [illegible] plaintiffs, [illegible] of [illegible] United States District Court [illegible] District of [illegible], in [illegible], D.C., [illegible] motion [illegible] Rule 9. [illegible] counter-petition of plaintiffs [illegible] defendant herein, [illegible] herein.

[illegible] further [illegible] defendant's [illegible] Rule 13 (a) [illegible], [illegible] herein, [illegible] Civil, [illegible] District Court [illegible] District of

[illegible]

Boyce H. Savage

Judge.