

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

CHESTER A. MATHEY and
ETHEL L. MATHEY,

Plaintiffs,

vs.

SAFEWAY STORES, INC.,
a corporation,

Defendant.

No. 3799 _ CIVIL

ORDER OF DISMISSAL

It appearing to the Court that the plaintiffs herein have filed a written motion for dismissal, stating that the matters and things stated in the complaint have been adjusted as between the parties.

IT IS BY THE COURT ORDERED that this cause be, and the same is hereby dismissed with prejudice.

Judge of the United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

The Coots Apartments, Inc., a
corporation,

Defendants.

NO. 3590 - CIVIL

FILED
IN OPEN COURT
JAN -6 1956

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

DEFICIENCY JUDGMENT

NOW, on this 10th day of January, 1956, there coming on for hearing the motion of the plaintiff herein for leave to enter a deficiency judgment, which motion was filed on the 6th day of December, 1955 and duly served upon Primus C. Wade, Attorney for The Coots Apartments, Inc., a corporation, and Messrs. Martin, Logan, Moyers, Martin & Hull, attorneys for Murray R. Womble Company, a partnership, the remaining defendants herein,

The court, upon consideration of such motion and of the evidence produced in open court, finds that the fair and reasonable market value of the mortgaged premises as of the date of the marshal's sale herein, to-wit, the 8th day of November, 1955, was \$110,000.00.

The court further finds that the aggregate amount of the judgment rendered herein, together with interest as of the date of sale amounted to \$210,457.24 and that the plaintiff is accordingly entitled to a deficiency judgment against the defendant, The Coots Apartments, Inc., a corporation, for such amount, less the market value of the property in the sum of \$110,000.00, as above determined, to-wit, in the sum of \$100,457.24, with interest on this sum at the rate of 6% from November 8, 1955, together with accrued court costs.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff, United States of America, have and recover from the defendant, The Coots Apartments, Inc., a corporation, a deficiency judgment in the sum of \$100,457.24, with interest thereon at the rate of 6% from November 8, 1955, and the accrued court costs.


U. S. DISTRICT JUDGE

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

Mary Ella Overbey,
Plaintiff,
vs.

✓
No. 3781

M. F. Martinez and The Atchison,
Topeka and Santa Fe Railway Company,
a corporation,
Defendant.

FILED

JAN - 6 1956

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

ORDER OF DISMISSAL

Now, on this 4th day of January, 1956, comes on for hearing the stipulation of dismissal of plaintiff and defendant hereto in the above entitled cause. The court finds that said cause has been settled and that defendant, The Atchison, Topeka and Santa Fe Railway Company, has this date paid to the plaintiff, Mary Ella Overbey, \$15,000.00 in full settlement, release and satisfaction of plaintiff's cause of action set forth in the complaint herein, and that said plaintiff has accepted said sum in full satisfaction, release and discharge of her cause of action and claim against the defendant, and the court, after due consideration, finds that said dismissal should be approved.

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

Royce H. Savage
Jury

Approved as to form:

Arthur Blackstock & McMillan
By Herbert L. Arthur
Attorneys for Plaintiff

Valjean Dickinson
Attorneys for Defendant

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

KITA HILLEN, executrix of the will of
 W. A. HILLEN, deceased, Plaintiff,

-vs-

DAVIS COLE SELLERS, JR., JAMES HENNING
 SELLERS now GROUGH and RICHARD ALLEN SELLERS,
 Co-Executors of the will of DAVIS COLE
 SELLERS, deceased, Defendants,

and
 FRANK L. BITTNER, JR., Intervenor.

No. 5621-Civil

FILED

JAN 9 1956

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

FINDINGS OF FACT, CONCLUSIONS OF LAW
 AND
 JUDICIAL OPINION

This day 13, 1956, this cause coming on for decision pursuant to notice, plaintiff appearing by Marvin I. Johnson, her attorney of record, defendants appearing by L. S. Hudson, one of their attorneys of record and intervenor herein appearing entered his appearance by Jack B. Sellers, his attorney, the court, having considered the evidence submitted by the parties, having heard the statements of counsel and having considered the briefs of authorities submitted by the parties and being otherwise well and truly advised in the premises makes the following fact findings and reaches the following conclusions of law and renders the following judgment:

FINDINGS OF FACT

1. W. A. HILLEN, plaintiff's decedent, was the father of intervenor, FRANK L. BITTNER, JR., at all times material to this cause.

2. In conveying the proposed purchase price of the landhold estates herein to his principal said intervenor, at the same time he advised his principal that the lessors wanted \$25.00 per acre cash lease bonus and \$25.00 per acre oil payments lease bonus and latter payment out of 1/16th part of the 7/16ths working interest of said land, then in the hands of the lessors.

had asked only \$10.00 per acre cash lease bonus and \$10.00 per acre oil payment lease bonus as set forth.

3. As a direct result of the misrepresentations of said agent, the principal, intervenor herein, paid \$10.00 per acre cash lease bonus on said leases and upon obtaining production of oil and gas from the following described land situate in Creek County, Oklahoma:

The South Half (S/2) of the Northeast Quarter (NE/4) of Section Two (2) and the North Half (N/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) and the North Half (N/2) of the North Half (S/2) of the Northeast Quarter (NE/4) of Section Nineteen (19), Township Eighteen (18) North, Range Seven (7) East,

intervenor conveyed to The Citizens Bank of Drumright, Oklahoma, the term of leases, \$50.00 per acre oil payment lease bonus for the leases covering the lands last above described payable from 1/8th part of the 7/8ths working interest as above set forth one acre being \$40.00 per acre more oil payment lease bonus than intervenor would have had to pay for said leases had said misrepresentations been made.

4. That the Citizens Bank of Drumright, Oklahoma, upon being apprized of the controversy between the parties to this action has held said last mentioned portion of said oil payment lease bonus and has placed all sums accruing thereto in suspense awaiting order or judgment of a court of competent jurisdiction determining the controversy between the parties to this action.

5. The second tract involved herein situate in Creek County, Oklahoma, is as follows:

The Northeast Quarter (NE/4) of Section Two (2) Township Seventeen (17) North, Range Seven (7) East, containing 160 acres, more or less,

was not developed by intervenor under the terms of said leases and no production of oil gas or other hydrocarbons was ever obtained therefrom by intervenor or any person, firm or organization on his behalf. That the leases upon said tract have heretofore terminated by their own terms.

CONCLUSION

It is respectfully requested that the court in the exercise of its title

to and is entitled to have the \$40.00 portion of said oil payment lease bonus re-assigned to him insofar as the tract first above described be concerned and is further entitled to have all funds heretofore accrued thereto and held in suspense by the Citizens Bank of Drumright, Oklahoma paid to him by said bank.

The court further concludes that plaintiff has no right, title or interest in or to said interest or said funds accrued thereto and that she, as well as each and every person claiming any interest by through or under her, should be forever restrained and enjoined from asserting any right, title or interest therein or thereto adverse to the right, title and interest of intervenor, FRANK L. DITTMER, JR.

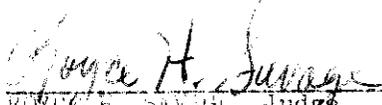
The court further concludes that the oil and gas leases covering the tract first above described have been made by its own terms.

JOURNAL ENTRY OF JUDGMENT

Now, therefore, it is the order, judgment and decree of this court that intervenor, FRANK L. DITTMER, JR., is the owner of and entitled to possession of the \$40.00 part of the \$50.00 per acre oil payment lease bonus on the tract first above described payable out of 1/8th part of 1/2 acres working interest of the Beardsley estate covering said tract. It is the further order, judgment and decree of this court that plaintiff has no right, title or interest in and to said oil payment on said tract and that plaintiff shall be and she, as well as all persons claiming by through or under her, is hereby forever restrained and enjoined from asserting or attempting to assert any right, title or interest therein or thereto adverse to the right, title and interest of intervenor, FRANK L. DITTMER, JR., his heirs, successors or assigns.

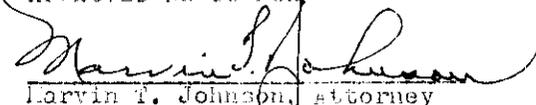
It is the further order, judgment and decree of this court that plaintiff and defendants shall, within five (5) days after receipt of a certified copy of this judgment, direct the Citizens Bank of Drumright, Oklahoma, to reconvey said part of said oil payment to intervenor, FRANK L. DITTMER, JR., and to pay to said intervenor all funds accrued in suspense to said interest.

IN WITNESS WHEREOF, I have set my hand and the official seal
of this court to this instrument consisting of three (3) type-
written pages and this portion of the fourth page this day and
year first above written.



ROYCE H. SAVAGE, Judge
United States District Court
Northern District of Oklahoma

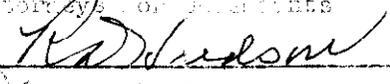
RECEIPT RECEIVED AND
APPROVED AS TO FORM



Marvin T. Johnson, Attorney
Attorney for Plaintiff

R. D. Hudson, Attorney
Ritz Bldg.
Tulsa, Oklahoma

Jack E. Sellers, Attorney
Brewright, Oklahoma
Attorney for Defendants

By 



Jack E. Sellers, Attorney
Attorney for Intervenor

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

General Electric Company,
a corporation,

Plaintiff,

vs.

No. 3662-Civil

Zeff-Gilbert, Inc.,
a corporation,

Defendant.

FILED

JAN 10 1956

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

C R D E R

This cause came on for hearing this 6th day of January, 1956, upon defendant's motion for new trial. The defendant appeared by its counsel, Ungerman, Whitebook, Grabel & Ungerman, and the plaintiff by its counsel, Rainey, Flynn, Green & Anderson and Biddison & Rheam. The court having heard the argument of counsel and being fully advised, finds that said motion for new trial should be and is hereby overruled.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that defendant's motion for new trial be and the same is hereby overruled.

James H. ...

Judge of the United States
District Court

Approved for Entry:

UNGERMAN, WHITEBOOK, GRABEL & UNGERMAN

By *[Signature]*
Attorneys for Defendant

RAINEY, FLYNN, GREEN & ANDERSON
and BIDDISON & RHEAM

By *[Signature]*
Attorneys for Plaintiff

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

PLASTIC PRODUCTS CORPORATION,
a corporation, Plaintiff,)
vs.) NO. 3504-CIVIL
FILTRON CORPORATION, a)
corporation, Defendant.)
MURDOCK TANK AND MANUFACTURING)
COMPANY, a corporation,) **FILED**
Additional Defendant.)

JAN 11 1956

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

J U D G M E N T

Upon findings of fact and conclusions of law evidenced by the opinion filed herein on December 28, 1955, the Clerk is directed to enter the following judgment:

It is ordered and adjudged that Plaintiff, Plastic Products Corporation, take nothing upon its complaint against the Defendant, Filtron Corporation, and the said complaint is dismissed on the merits.

It is further ordered and adjudged that the Defendant, Filtron Corporation, have and recover of and from the Additional Defendant, Murdock Tank and Manufacturing Company, a corporation of the State of Oklahoma, the sum of Thirty-eight Thousand Nine Hundred Forty-six Dollars and Twenty-five Cents (\$38,946.25) together with interest thereon at the rate of six per cent (6%) per annum from date of entry of this judgment until paid.

It is further ordered and adjudged that the Defendant, Filtron Corporation, take nothing against the Plaintiff, Plastic Products Corporation, except its costs hereinafter

adjudged, and the counterclaim of the said Defendant, Filtrol Corporation, insofar as the same is claimed against the Plaintiff, is dismissed upon the merits.

It is further ordered and adjudged that the Defendant, Filtrol Corporation, have and recover its costs of action, to be taxed pursuant to Rule 17(e) of this Court, from and against the Plaintiff, Plastic Products Corporation, and the Additional Defendant, Murdock Tank and Manufacturing Company.

Dated this day of January, 1956.

15/ W. R. Wallace
United States District Judge

IT IS, THEREFORE, ORDERED, ADJUDGED AND
DECREED by the court that plaintiff have judgment against
the defendants E. C. West and Virgil West, d/b/a West Brothers
Trucking Company in the amount of Twelve thousand fifty-eight
and 45/100 (\$12,058.45) Dollars, with interest at the rate
of six (6%) percent per annum from January 6, 1956 and costs
of this action.

Royce H. Savage
UNITED STATES DISTRICT JUDGE

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

ROBERT L. TRIM,
Plaintiff,
vs.
SERVICES BUILDING COMPANY,
A Corporation,
Defendant.

No. 3712 - Civil

FILED

JAN 13 1955

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

FINDINGS OF FACT AND
CONCLUSIONS OF LAW

This cause came on for trial October 31, 1954, the plaintiff and defendant appearing in person and by counsel, and each announced ready for trial, and said cause proceeds to trial, and the Court having heard the testimony of witnesses in open Court takes said cause under advisement and directs briefs to filed by each of the parties on the law.

Hereafter, on December 30, 1954, briefs having been filed and considered by the Court, and the Court having fully advised in the premises, makes the following

FINDINGS OF FACT

1. That the Court has jurisdiction of the subject matter and of the parties hereto by reason of diversity of citizenship and the amount involved.
2. That as of December 11, 1952, plaintiff and defendant entered into a contract in writing, by the terms of which the defendant agreed to assign or cause to be assigned to the plaintiff an oil and gas mining lease covering the

South half of the Northeast Quarter of
Section Ten (10)
Township Eleven (11), North
Range Thirtynine (39) East,
in Okmulgee County, Oklahoma,

subject to plaintiff moving thereon a cable tool rig over what is known as Bellart Well No. 1 for the purpose of casing out and testing said well in order to make a commercial well. Said oil and gas lease to be delivered within a reasonable time.

3. That plaintiff performed the terms of said contract on his part, but the defendant has failed to deliver the oil and gas under lease within a reasonable time as agreed and has, therefore, breached the terms of said contract, and the breach was and is so material that the plaintiff was warranted in abandoning the lease by reason thereof, and the defendant has ~~with other~~ ~~conveyed~~ the mineral rights executed and delivered a lease to other parties, and plaintiff is entitled to judgment rescinding said contract.

4. That plaintiff is entitled to be compensated for the price paid for said lease, which is the expenditures made in complying with his obligation under the contract aggregating \$7,337.18 which includes the items sued for less the claim for alleged personal expense.

5. That the defendant furnished to the plaintiff oil well casing of an aggregate value of \$21,109.72 as set up in its counterclaim in this cause, and if the same should be allowed, it would in turn due to the damage and expense of the plaintiff to be recovered against the defendant, and each claim offsets the other, and the counterclaim should for that reason alone be denied.

The Court, therefore, makes the following

CONCLUSIONS OF LAW

1. That the defendant has breached the terms of the contract sued on and that such breach is substantial and the plaintiff is entitled to rescission.

2. That the plaintiff is entitled to recover the expenditures of money on account of his part of the contract sued on as set out in his complaint except only his personal expense.

3. That the defendant is not entitled to recover on its counterclaim for casing furnished to the plaintiff.

IT IS THE COURT'S ORDER, ADJUDGED, DECREED AND DECREED that the plaintiff, Robert A. Flood, do have and recover of and from the defendant, Service Drilling Company, a corporation, the sum

of Seven Thousand Eight Hundred Thirty Seven and 18/100 (\$7,837.18) Dollars, together with his costs herein expended for which let execution issue, and that this judgment bear interest at six percent (6%) per annum from date until paid.

It is further ORDERED, ADJUDGED AND DECREED that the defendant, Service Drilling Company, a corporation, take nothing as a against the plaintiff, Robert E. Cloud, on its counterclaim.

It is further ORDERED that the contract sued on dated the 11th day of December, 1952, between the parties hereto be, and the same is, rescinded, vacated and held for naught.

James H. [Signature]
Judge

W. H. [Signature]
Attorney for Plaintiff
Thomas [Signature]
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
Plaintiff,)
)
vs.)
)
Eugene M. Shoulds, et al,)
)
Defendants.)

NO. 3145 - CIVIL

FILED

JAN 13 1956

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

J U D G M E N T

NOW, on this 17 day of January, 1956, the above cause coming on for hearing pursuant to regular assignment, the plaintiff, United States of America, appearing by B. Hayden Crawford, United States Attorney, and Charles M. Froeh, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants appearing not in person or by attorney, and it appearing to the court that this is a suit upon a promissory note and for foreclosure of a mortgage upon real estate securing the note, which real estate is located in the County of Tulsa, State of Oklahoma, within the Northern Judicial District of Oklahoma.

It further appearing to the court that due and legal personal service of summons has been made upon the defendants, Eugene M. Shoulds, Luchus Smith and Mrs. Luchus Smith, requiring that they answer the complaint filed herein not more than twenty (20) days after the date of service of summons and it further appearing to the court that the defendants have failed and neglected to answer, demur or otherwise plead to the complaint, the defendants and each of them are thereupon adjudged in default and the plaintiff having introduced the testimony of witnesses sworn in open court, together with the note and mortgage sued on herein and the court being fully advised, finds that all the allegations and averments in the complaint of the plaintiff are true.

The court further finds that the defendants, Eugene M. Shoulds and Jerry L. Shoulds, on May 13, 1952, for a valuable consideration made, executed and delivered to Franklin D. Richards, Federal Housing Commissioner, his successors and assigns, their certain mortgage note in the principal sum of \$5,650.00, with interest thereon at the rate of $\frac{3}{4}\%$ per annum. That on May 13, 1952, and as part and parcel of the same transaction of the mortgage note and

for the purpose of securing the payment of that note, the defendants, Eugene E. Shoulds and Jerry L. Shoulds, made, executed and delivered to Franklin D. Richards, Federal Housing Commissioner, his successors and assigns, a certain written mortgage covering the following described real estate located in Tulsa County, Oklahoma, to-wit:

Lot Eight (8), Block Ten (10) ROBERTS ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

That the mortgage was duly recorded on June 2, 1952, in Book 2256, pages 475-476, in the records of the office of the County Clerk of Tulsa County, Oklahoma, after the required mortgage tax was paid.

The court further finds that the defendants, Eugene E. Shoulds and Jerry L. Shoulds, made default in payment of such note in that they failed to pay the note according to its terms and that there is now due and owing on the note the unpaid balance of \$5,282.33, with interest thereon at the rate of 4% per annum from June 1, 1945, to date, together with interest on the principal sum of \$5,282.33 at the rate of 6% from this date until paid, together with the costs of this action accrued and accruing.

The court further finds that since the filing of the complaint herein, the defendant, Jerry L. Shoulds, has filed a certified copy of a Journal Entry of Divorce, which judgment granted her a divorce from the defendant, Eugene E. Shoulds, and provided that all real property was to be retained by her husband, Eugene E. Shoulds, and that such judgment of divorce was entered and filed on November 3, 1954, prior to the date of filing this complaint. The court, therefore, finds that the defendant, Jerry L. Shoulds, now Jerry L. Outley, has no interest in the real estate described herein and that she should be dismissed from this action.

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

Lot Eight (8), Block Ten (10), ROBERTS ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

That the defendants, Luchus Smith and Mrs. Luchus Smith, are claiming some interest therein, but that the interest of those defendants are inferior to the lien of this plaintiff.

The court further finds that the mortgage contains the words 'appraisement waived'.

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

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that this action be and the same hereby is dismissed as to the defendant, Jerry L. Shoulds, now Jerry L. Outley.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the plaintiff do have and recover judgment against the defendant, Eugene R. Shoulds, for the sum of \$5,282.33, with interest thereon at the rate of 4% per annum from June 1, 1954 to date, together with interest on the principal sum of \$5,282.33 at the rate of 6% from this date until paid, together with the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that in case the defendant, Eugene R. Shoulds, fails for six (6) months from the date of entry of this judgment to pay the plaintiff the aforesaid sums and the costs of this action, an order of sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell according to law, without appraisement, the lands and tenements described in the mortgage, to-wit:

Lot Eight (8), Block Ten (10), ROBERTS ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

situated in the County of Tulsa, State of Oklahoma, and appl. the proceeds 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 of the sum of \$5,282.33, with interest thereon at the rate of 4% per annum from June 1, 1954 to date, together with interest on the principal sum of \$5,282.33 at the rate of 6% from date until paid;
4. The residue, if any, be paid to the Clerk of this Court to await the further order of the court.

If the amount derived from such sale is insufficient to satisfy the judgment, interest and costs, that execution issue against the defendant, Eugene R. Shoulds, for the remainder unpaid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this court that from and after the sale of the real estate 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 and every lien upon, right, title, interest, estate or equity in, in or to said real estate or any part thereof.

Ray A. Savage
U.S. DISTRICT JUDGE

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

JESSE COLLIER,

Plaintiff,

-vs-

J. J. NEWBERRY COMPANY, a corp.,

Defendant.

No. 3829-Civil

FILED

JAN 12 1956

O R D E R

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

Now on this 13th day of January, 1956,

stipulations of attorneys having been filed in said cause and presented to me, the Honorable Boyce H. Savage, United States District Judge for the Northern District of Oklahoma, it appearing that the cause having been compromised and settled by and between the parties, should be and the same is hereby dismissed with prejudice to plaintiff's right to bring a future action.


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.

Bulova Watch Company, Inc.,
a Corporation,

Plaintiff

vs.

No. 3835, Civil.

Oertle Wholesale Drug Company,
a Corporation,

Defendant.

FILED

JAN 6 1956

CONSENT DECREE ENTERED
ON STIPULATION
OF PARTIES.

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

NOW on this 16th day of January, 1956, the above entitled cause comes on for hearing upon the Stipulation of the parties for a Consent Decree to be entered by the court herein; and it appearing to the court that upon examination of said stipulation, and being fully advised in the premises, that said consent decree should be entered:

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED That the defendant, Oertle Wholesale Drug Company, a corporation, its agents, employees, officers, and all persons acting under its authority and control are permanently enjoined from advertising, offering for sale, or selling at retail within the State of Oklahoma any watches and appliances manufactured and sold by plaintiff and bearing plaintiff's trademark "Bulova" at prices which are less than the retail prices now or hereafter provided for each of said watches and appliances by plaintiff pursuant to its Fair Trade Agreements and the Fair Trade Act of the State of Oklahoma; and

IT IS FURTHER ORDERED AND DECREED that in the event that this court or the Supreme Court of the State of Oklahoma should hereafter determine and declare the aforesaid Fair Trade Act of Oklahoma to be unconstitutional, then and in such event the Stipulation of the parties and this Decree shall be null and void and of no further force and effect.

W. H. ...
Judge

Approved as to form:
W. H. ...
1956, Jan 16

MADEIRA, ONE OF,

Plaintiff,

-vs-

PHILLIPS PETROLEUM COMPANY, a
corporation, L. E. FITZGERALD;
C. A. DANIELS; MARION L. ATKINSON
and STANLEY I. BETZER,

Defendants.

No. 3770 CIVIL

FILED

JAN 19 1956

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

ORDER

This cause came on for hearing on this 2nd day of December, 1955, at which time the plaintiff appeared by her attorney, Laurence E. Holt, and the defendants appeared by their attorneys, Snodgrass & McIlroy. The Court, after having heard and considered argument of counsel and being fully advised on the premises, finds that plaintiff's Motion to Remand to State Court should be overruled.

The Court further finds that the separate motions of defendants, Stanley I. Betzer and L. E. Fitzgerald, to dismiss should be sustained. Thereupon, the defendants, C. A. Daniels and Marion L. Atkinson entered their appearance in this cause and then joined in the motions to Dismiss of defendants, Betzer and Fitzgerald, and the Court finds that the motions to Dismiss of defendants, C. A. Daniels and Marion L. Atkinson, should be sustained. Thereupon, the defendant, Phillips Petroleum Company, filed an Affidavit in support of its Special Appearance and Motion to Quash, and the Court after having heard and considered statement of the counsel and being fully advised on the premises, finds that Special Appearance and Motion to Quash Service of Process of the defendant, Phillips Petroleum Company, should be sustained.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED, AND DECREED by the Court that Motion to Remand to State Court of the plaintiff, be and the same is hereby overruled.

BE IT FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the motions to Dismiss of the defendants, L. E. Fitzgerald, Stanley I. Betzer, C. A. Daniels, and Marion L. Atkinson, be and the same are hereby sustained and said defendants be and they are hereby dismissed as parties defendant in this action.

ALL THE FOREGOING ORDERED, ADJUDGED, AND DECREED by the Court that the Special Appearance and Motion to Quash Service of Process of the Defendant, Phillips Petroleum Company, be and the same is hereby sustained.

(s) Royal W. Savage

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

APPROVED AS TO FORM:

(s) Laurence E. Holt

LAURENCE E. HOLT, CLERK OF THE COURT

WITNESSED & ENTERED

BY: *(s) David W. Sanders*

Attorney for Defendant

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

MARY DOWNING,

Plaintiff,

-vs-

SAFEWAY STORES, INC., a
corporation,

Defendant.

NO. 3819 - Civil

FILED

JAN 20 1956

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

D I S M I S S A L

Upon application of Plaintiff and for good cause
shown this cause is hereby dismissed with prejudice,
at the cost of Defendant.

Dated this 20 day of January, 1956.

W. Roy A. Savage
Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

No. 3809 Civil

One 1951 GMC pickup truck,
Motor No. 270, its tools
and appurtenances;
One 1954 Dodge pickup truck,
Motor No. VT 3348027, its
tools and appurtenances;
One 1947 Dodge coupe,
Motor No. 302101392 GMC,
its tools and appurtenances,
and approximately
248.325 gallons whiskey, gin,
vodka, rum, and wine, and
containers thereof,

Respondents,

Emmett Willard Ward,

Claimant.

FILED

JAN 24 1956

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

J U D G M E N T

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

IT IS ORDERED, ADJUDGED AND DECREED that the 1951 GMC pickup truck, Motor No. 270, its tools and appurtenances; the 1954 Dodge pickup truck, Motor No. VT 3348027, its tools and appurtenances, the 1947 Dodge coupe, Motor No. 302101392 GMC, its tools and appurtenances; and approximately 248.325 gallons of whiskey, gin, vodka, rum and wine and the containers thereof, be forfeited to the United States of America, and that the 1951 GMC pickup truck, Motor No. 270, be turned over to the Warden, Federal Reformatory, Bureau of Prisons, Department of Justice, El Reno, Oklahoma, at the Ritz Garage, Tulsa, Oklahoma; and that the 1954 Dodge pickup truck, Motor No. VT 3348027, be turned over to the Regional Commissioner, Internal Revenue Service, Treasury Department, Dallas, Texas, at the Ritz Garage, Tulsa, Oklahoma, and that further disposition of the 1947 Dodge coupe, Motor No. 302101392 GMC, and the 248.325 gallons of whiskey, gin, vodka, rum and wine and the containers thereof, be disposed of pursuant to administrative provisions of the 1954 Internal Revenue Code.

Dated this 24 day of January, 1956.

Royal H. Savage
United States District Judge

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

THOMAS PARFOTT)
Complainant)
vs.) No. 3710 Civil
MAREE BUNCH PARROTT)
Defendant)

FILED

JAN 25 1956

DECREE

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

Judgment is hereby entered for the defendant and
against the plaintiff in conformity with the findings of
fact and conclusions of law filed herein on this date.

DATED this 25th day of January, 1956.

Roy H. Savage
United States District Judge

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

C. C. KEY,)
)
) Plaintiff,)
)
 -vs-)
)
 Richard Nixon, 1/e/a)
)
 Nixon Indemnity Plan Company,)
)
) Defendant.)

Civil Action
No. 3676

FILED

JAN 27 1956

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

ORDER OF DISMISSAL WITH PREJUDICE

On or about 27 day of January, 1956, this matter coming on
for hearing upon application of the plaintiff for an order of dismissal
with prejudice, the court having considered the same, finds that it should
be granted.

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

(S) Royce H. Savage
Judge

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

----- x
ANDREW HOTARIE,
Plaintiff,
vs. NO. 3756.
THE MIDLAND VALLEY RAILROAD COMPANY, a corporation,
Defendant. :
----- x

FILED

JAN 27 1956

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

JOURNAL ENTRY OF JUDGMENT

NOW on this 27th day of January, 1956, the above-entitled cause coming on for trial, and the plaintiff appearing in person and by his Attorneys, Messrs. Ratner, Mattox & Ratner, and C. Lawrence Elder, Esquire, and the defendant appearing by its Attorney, James D. Gibson and H. L. Dyer; and the court being advised that a settlement of all matters and issues in controversy had been agreed upon, and the court having been advised of the settlement and having heard the evidence of the plaintiff, finds that plaintiff was injured as alleged in the petition and sustained severe ~~and permanent~~ injuries as a result thereof, causing plaintiff great pain and suffering which ^{may} ~~will~~ continue, that plaintiff has been operated on for a herniated intervertebral disc and further operations may be necessary, and by reason thereof plaintiff is entitled to judgment of Twenty-five Thousand (\$25,000.) Dollars.

IT IS THEREFORE BY THE COURT ORDERED, ADJUDGED AND DECREED that plaintiff, have and recover judgment of and from the ^{respondent} plaintiff, ^{judgment} in the sum of Twenty-Five Thousand (\$25,000.) Dollars, together with the costs hereof.

Royce H. Savage
Judge.

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

CHARLES W. GALETTI,

Plaintiff,

No. ~~3544~~ 2781 - Civil

NATIONAL CYLINDER GAS COMPANY and
C. E. MILLER,

Defendants.

FILED

JAN 2 1956

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

JOURNAL ENTRY OF JUDGMENT

This cause came on for hearing on the 1st day of November, 1955, upon the notice of the defendant, National Cylinder Gas Company, for summary judgment, at which time the plaintiff appeared by his attorneys, Fowler, Labor and Co., and Robert W. Hoptner, and the defendant appeared by its attorneys, Deakins, McElroy and R. D. Hudson. Both sides in open Court agreed that this cause be heard by the Court on the special issue as to whether or not this Court has jurisdiction of the subject matter hereof. Both sides in open Court waived their right to trial by jury and thereupon, the Court entered its order setting this cause for trial on the special issue of whether or not it had jurisdiction for and this day of November, 1955. And on this 21st day of November, 1955, this cause came on for hearing upon the special issue as to whether or not this Court has jurisdiction of the subject matter hereof or whether or not the State Industrial Commission of the State of Oklahoma has exclusive jurisdiction of the subject matter hereof, at which time the plaintiff and defendant appeared by their respective counsel as record. Plaintiff entered his evidence and rested and the defendant entered its evidence and rested. Thereupon, the case was submitted to the Court upon the special issue with briefs to be submitted by the parties. On the 19th day of January, 1956, the Court entered its order setting this cause for hearing and decision for January 23, 1956. On this 23rd day of January, 1956, this cause came on for hearing, at which time the parties appeared by their respective counsel as record. The Court after being fully advised in the premises and having heard and considered the testimony of witnesses and filed an open Court, and the briefs of the parties

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

E. L. KEY,

vs

THE TRAVELERS FIRE INSURANCE COMPANY,
a corporation, et al,

Plaintiff,

Defendants.

No. 3775 Civil

FILED

JAN 10 1956

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

J U D G M E N T

Now on this 30th day of January, 1956 the above entitled matter came on for trial in pursuance to regular assignment, parties appearing by their respective counsel. Thereupon, the parties advised the Court that they have agreed that plaintiff's loss and damage was \$6,000.00, and have stipulated that judgment may be entered in that sum.

IT IS THEREFORE BY THE COURT ORDERED AND ADJUDGED that the plaintiff, E. L. Key, have and recover judgment from the defendants in the following amounts:

The Travelers Fire Insurance Company	\$2,084.20
The Phoenix Insurance Company	1,957.90
The Manhattan Fire and Marine Insurance Co.	1,957.90

IT IS FURTHER ORDERED AND ADJUDGED BY THE COURT that J. W. Maddux, by reason of his mortgage, has a lien upon the proceeds of said insurance policies and the judgments rendered herein.

IT IS FURTHER ORDERED BY THE COURT that pursuant to the stipulation of the parties costs in this case are taxed to the plaintiff.

O.K. Richard A. Smith
Henry Le... ..
Attorneys for Plaintiff

Noble C. Hood
OF HANSON & GREEN
Attorneys for Defendants

Richard A. Smith
Judge

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

JAMES E. GOSNEY,

Plaintiff,

vs.

H. C. BARRON, SR., doing business
as LEE & COMBS PLAYING SERVICE,

Defendant.

No. 3719-Civil

FILED

JAN 1 1956

FINDINGS OF FACT, CONCLUSIONS OF
LAW AND ORDER SUSTAINING MOTION
FOR SUMMARY JUDGMENT.

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

Now, on this 26th day of January, 1956 the above entitled action having come on for hearing pursuant to regular assignment upon the defendant's motion for summary judgment, the Court makes the following findings of fact, to-wit:

1. That the defendant herein died a resident of Tulsa County, State of Oklahoma, on the 4th day of August, 1955.

2. That on the 24th day of August, 1955, Margaret Emma Barron, widow of H. C. Barron, Sr., deceased, was duly appointed and did qualify on said date as administratrix of the estate of H. C. Barron, Sr., deceased.

3. That on the 24th day of August, 1955 said administratrix did cause to be published and posted as required by law the required statutory notices to creditors as provided in the Probate Code of the State of Oklahoma.

4. That pursuant to said statute all creditors having claims against the estate of H. C. Barron, Sr., deceased, had until December 24, 1955 in which to present and file the same with said administratrix or with the County Court of Tulsa County, Oklahoma.

5. That said James E. Gosney, the plaintiff herein, did not at any time within the required four months present and file with said administratrix or with the County Court of Tulsa County, State of Oklahoma any verified claim asserting the cause of action presently sued upon.

CONCLUSIONS OF LAW

The Court respectfully concludes as a matter of law that the plaintiff herein is barred from proceeding further in this action by reason of his failure to present and file with said administratrix his claim for wages including over-time payments by reason of his failure to file the same within the required statutory time as provided by the Probate Code of the State of Oklahoma.

That the claim sued upon herein arises out and from a contract and is ex contractu in nature.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the defendant's motion for summary judgment be and the same is hereby sustained and said claim of the plaintiff is denied and judgment shall be entered for and on behalf of said defendant.

12 Royal W. Lamm

Judge, United States District Court,
Northern District of Oklahoma.

APPROVED:

James D. Coppedge

James D. Coppedge,
Attorney for Plaintiff.

Wm. K. Powers

William K. Powers,
Attorney for Defendant.

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

J. E. WALKER,)
Plaintiff,)
vs.)
ROLLIN T. MABLE,)
Defendant.)

No. 3771 Civil
FILED

JAN 3 1 1956

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

DISMISSAL WITH PREJUDICE

Come now the plaintiff and defendant and dismiss respectively their complaint and their counter-claim, for the reason that said plaintiff and defendant have fully settled and compromised the controversy existing between them, and therefore respectfully move the Court to dismiss said complaint and counter-claim filed herein.

[Signature]
Plaintiff

WHEELER & WHEELER

By [Signature]
Attorneys for plaintiff

HOUSTON, KLEIN & DAVIDSON

By [Signature]
Attorneys for defendant

ORDER OF DISMISSAL

The parties hereto having fully settled and compromised the controversy existing between them, and the Court being fully advised in the premises, hereby grants their request to dismiss with prejudice the complaint and counter-claim filed herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECIDED that this action be, and the same is hereby dismissed at the costs of the plaintiff.

[Signature]
JUDGE OF THE DISTRICT COURT

O. K.:
[Signature]
Wheeler & Wheeler

[Signature]
Jack E. Naifeh

HOUSTON, KLEIN & DAVIDSON
[Signature]

RELEASE OF ATTORNEY'S LIEN

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the undersigned JACK E. NAIFER does hereby release that certain attorney's lien claimed in Cause No. 39919 in the District Court of Tulsa County, Oklahoma, and Cause No. 3771, in the United States District Court For the Northern District of Oklahoma, and does hereby acknowledge payment in full for all services rendered by the undersigned for and on behalf of Jack Edward Walker and Betty Jo Walker, in connection with an accident in which the said Jack Edward Walker was involved on South Boston Avenue, in the City of Tulsa, Oklahoma on the 9th day of March, 1956.

DATED this _____ day of January, 1956.

Jack E. Naifer
Jack E. Naifer

Witness:

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

Earl Dawson,

Plaintiff,

vs.

Flattner Supply, Inc., and
Thorny Joe Spilman,

Defendants.

No. 3783 Civil

FILED

FEB - 1 1966

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

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, Earl Dawson, 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, at the cost of plaintiff.

Dated this 1st day of February, 1966.

(s) Earl Dawson
Plaintiff

(s) Joe Francis
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered action be dismissed with prejudice, at the cost of plaintiff, this 1st day of February, 1966.

rdc/mr

W. H. Williams
U. S. District Judge

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

MURGAN GEORGE, a single man, and
OLA W. ROSS, a feme sole.....PLAINTIFFS (I
-vs- I
E. A. BERRY.....DEFENDANT I

NO. 3549 Civil FILED

FEB - 1 1956

FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT NOBLE C. HOOD
Clerk, U.S. District Court

NOW ON THIS 1st day of February, 1956, and upon consideration of the stipulations, statements, and admissions of counsel for the respective parties, and of the documentary evidence jointly offered by the parties at the pre-trial conference held December 14, 1955, and counsel for both parties having stated in open Court that such evidence, statements, admissions and stipulations constituted all of the evidence of the parties, if same be tried, and defendant having thereupon moved the Court for judgment, the Court made and entered the following Findings of Fact, Conclusions of Law and Judgment:

FINDINGS OF FACT

- 1./ Plaintiffs are each residents of the County of Nowata, in the State of Oklahoma.
- 2./ The defendant is a resident of the County of Harvey in the State of Kansas.
- 3./ The amount in controversy herein exceeds the sum of \$3000.00.
- 4./ Plaintiffs are vested with the fee simple right, title and interest in and to the following described property and premises situate in Nowata County, Oklahoma, to-wit:

The Southwest quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of the Southwest Quarter and the South Half of the Southwest Quarter of the Northwest quarter and the South Half of the Northwest quarter of the Southwest quarter and the Northeast Quarter of the Northwest quarter of the Southwest Quarter and the North Half of the Northeast quarter of the Southwest Quarter of Section 2, Township 25 North, Range 16 East and the Southeast quarter of the Northeast quarter and the East Half of the Southeast quarter and the East Half of the Southwest quarter of the Northeast Quarter of Section 3, Township 25 North, Range 16 East and the East Half of the Southeast quarter of the Southwest Quarter and the West Half of the Southwest quarter of the Southeast Quarter and the Northwest Quarter of the Southeast quarter of the Southwest quarter of Section 11, Township 25 North, Range 16 East, and consisting of 310 acres, more or less.

5./ Heretofore and on the 16th day of June, 1951 the Plaintiffs executed and delivered unto W. S. Freeburne of Emporia, Kansas an oil and gas mining lease covering the above described property and premises, photostatic copy of which is attached to the Complaint on file herein, and which lease was recorded in Book 348 at page 358 in the office of the County Clerk of said County; and Defendant is the owner and holder thereof by Assignment dated December 5, 1951 recorded in Book 348 at page 407, photostatic copy of which is attached to the Complaint on file herein.

6./ Thereafter and on the 21st day of January, 1953, Plaintiffs made, executed and delivered to the Defendant an Agreement designated "Validation of lease", authorizing Defendant to develop the leasehold premises as a water flood project, the water pattern on first forty acre tract to be completed within 120 days from date, or on or before the 21st day of May, 1953 and providing for the completion of similar forty acre water patterns each twelve months, photostatic copy of said agreement being attached to the Complaint on file herein.

7./ Thereafter and on May 7, 1953 Plaintiffs made, executed and delivered unto Defendant an agreement extending the time for the completion of the first forty acre water pattern to August 1, 1953, copy of such extension agreement being attached to the Answer as Exhibit "A".

8./ Thereafter and on August 7, 1953, Plaintiffs made, executed and delivered to Defendant an agreement in writing authorizing Defendant to drill a hydro-frac well on the Southwest quarter of the Southeast quarter of the Southwest quarter of Section Two (2), Township Twenty-five North (25N), Range Sixteen East (16E) in lieu of one ten-acre flood pattern, a copy of said instrument being attached to the Answer as Exhibit "B" thereof.

9./ That on the date of the filing of the Complaint in this action on June 9, 1954 Defendant had completed the first forty-acre water pattern, being the Southeast quarter of the Southeast quarter of Section 8, Township 25 North, Range 16 East, and said hydro-frac well on the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 2, Township 25 North, Range 16 East, and had completed the water pattern on the South twenty acres

of the Northeast quarter of the Southeast quarter of Section 3, Township 25 North, Range 16 East, being the second forty acre pattern; and had complied with each, every, all and singular of the remaining terms and provisions of said Oil and Gas Lease and/or of the instruments executed in validation or in extension thereof.

10./ That as of the date of the filing of the Complaint in this action on June 9, 1954 Defendant had not breached any of the terms or provisions of said Oil and Gas Lease of Validation or extensions of said lease or same had not been cancelled or terminated by either of the parties.

11./ That upon commencement of this action and upon advice of counsel, Defendant desisted from further development and drilling operations on said leasehold, and same were not resumed until on or about March 28, 1955, at which time same were resumed and have been continued and are being continued as of the date of this hearing.

12./ That an amount in excess of \$100,000.00 has been heretofore expended by Defendant and/or his assigns in the drilling and development operations conducted on such leasehold, including but not limited to in-put wells and oil wells, and cost of construction and equipment of plant and other facilities required to comply with said lease and subsequent validation and extension agreements.

13./ On March 28, 1955, Defendant assigned his entire right, title and interest in and to said Oil and Gas Lease and leasehold estate to American States Oil Company, a corporation, which is now the owner and operator of said leasehold estate and the fixtures, plant, facilities and equipment situated therein and thereon.

14./ That Plaintiffs did not make, serve, or give Defendant any demand or notice, either oral or written, requesting or requiring further development of said leasehold estate, prior to the commencement of this action.

CONCLUSIONS OF LAW

1./ Defendant and/or his assigns have and hold a valid and subsisting Oil and Gas Lease upon said property and premises as of the date hereof and have not breached any of the terms or provisions thereof.

2./ Under the provisions of the Oil and Gas Lease and the subsequent validation and/or extension agreements Defendant is required to complete forty acre water flood patterns on said leasehold estate at the rate of one pattern each twelve months, completion of the first pattern being required as of August 1, 1953.

3./ Completion of said hydro-frac well constitutes compliance with said lease and subsequent agreements as to the ten acre tract on which same is situated and failure to complete a water flood pattern thereon will not terminate or cancel said lease as to said ten acre tract.

4./ Under the provisions of said lease and validation and extension agreements, failure to continue development of said leasehold by completing one additional forty acre water in-put pattern thereon each twelve months thereafter beginning April 1, 1956 will result in the termination of said lease as to the undeveloped portion of said leasehold as of the required water pattern completion date but will not result in termination thereof as to the aforesaid ten acre tract on which said hydro-frac well is located, or in termination thereof as to any forty acre tract on which a forty acre water in-put pattern has been theretofore completed.

5./ Upon completion of development operations on the entirety of said leasehold same will thereafter remain in full force and effect so long as oil or gas is produced from any well or wells situated thereon, or while operations to secure production are being conducted thereon.

6./ Commencement of this action on June 9, 1954 relieved Defendant of the duty and obligation to continue drilling and/or development operations and/or equipping operations while said action is pending.

7./ Defendant should be granted sixty days from the date of this Judgment or to and including the 1st day of April, 1956 in which to complete the forty acre water pattern on the Northeast Quarter of the Northeast Quarter of Section 3, Township 25 North, Range 16 East, and should be required to thereafter complete forty acre in-put water patterns on said leasehold at the rate of one pattern each twelve months beginning April 1st, 1956, until the entire leasehold estate, save said Southwest quarter of the Southwest quarter of the Southwest Quarter of Section 2, Township 25 North, Range 16 East has been developed.

2./ Plaintiffs are estopped to assert a forfeiture of said lease or of any part or portion thereof as of the date hereof, by failure to give notice of cancellation and by acceptance of the benefit of Defendant's expenditures.

J U D G M E N T

1./ The said Oil and Gas Lease was in full force and effect on June 9, 1934, and has remained and now is valid and subsisting as to each and every part of the acreage therein described.

2./ Defendant and/or his assigns have complied with each, every and all requirements of said Oil and Gas Lease and any and all validations and extensions thereof, as to production, maintenance, operation and further development, and have not breached or violated any of the provisions thereof.

3./ By permitting Defendant and his assigns to expend large sums of money in the development and operation of said leasehold and to give Defendant demand for further development of said leasehold, Plaintiffs are estopped to deny the validity thereof as of the date hereof.

4./ The completion of said hydro-fracture well on the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 3, Township 25 North, Range 16 East was in lieu of the water pattern and no further development operations thereon are required to validate said lease or to continue same in full force and effect as to such ten acre tract.

5./ Defendant and/or his assigns are ordered and directed to complete the 40 acre water in-put pattern on the Northeast quarter of the Southeast quarter of Section 3, Township 25 North, Range 16 East on or before April 1, 1956, if same be not heretofore completed, and to thereafter continue development of said leasehold by completing one additional forty acre water in-put pattern thereon during each 12 months thereafter, until completion of such water patterns on the entire remaining undeveloped portion of said leasehold.

6./ Said lease shall terminate as to each forty acre tract of said lease upon which water patterns have not been completed, in the event of failure of Defendant or his assigns to complete forty acre water patterns as required herein.

7./ Said lease shall remain in full force and effect as to the undeveloped portions of said lease during such period as water patterns are being completed thereon as herein set forth, and same shall remain in force and effect as to the developed part and portion thereof while oil and/or gas is being produced, or while operations to secure production are being conducted, or any part or portion thereof.

8./ All costs of this action, including costs of original depositions, are taxed to Plaintiffs.

DONE IN OPEN COURT the day and year first above written.

By Roy A. Savage
Judge, United States District Court
Northern District of Oklahoma

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

HABELLE KENNEDY,)
MATTHEW J. KANE and)
EDMUND T. KENNEDY, TRUSTEES)
OF THE ESTATE OF ED T.)
KENNEDY, DECEASED,)
Plaintiffs,)

vs.)

SERVICE DRILLING COMPANY,)
NORTH OSAGE CORPORATION,)
EUGENE P. CONLEY,)
HARRY W. KNIGHT,)
MRS. NORMA McK. KANGAN,)
A. H. BERGER, TRUSTEE)
FOR KIRK LAY KNIGHT AND)
A. H. BERGER, TRUSTEE)
FOR HARRY W. KNIGHT, JR.,)
Defendants.)

No. 3481 CIVIL

FILED

FEB - 6 1956

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

FINDINGS OF FACT, CONCLUSIONS OF LAW
AND JUDGMENT

FINDINGS OF FACT

From the evidence adduced at the trial of the above entitled cause, the Court finds the following facts:

1. That the Plaintiffs are citizens and residents of Oklahoma, the Defendants are citizens and residents of States other than Oklahoma, and the amount in controversy exceeds \$3,000.00 exclusive of interest and costs.

2. That the land described in Plaintiffs' Amended Complaint was, at all times material hereto, owned by Plaintiff but was in the sole and exclusive possession of the M. K. & K. Ranch, a partnership composed of Louise Moore, Matthew J. Kane and Edmund T. Kennedy, Jr. as surface lessee, and under date of

November 16, 1954, said partnership, for a valuable consideration, released and discharged Defendants from the alleged causes of action set forth in Plaintiffs' Amended Complaint.

3. That on February 12, 1951, the Defendants acquired valid and subsisting Oil Mining Leases given by the Osage Tribe of Indians and covering the 320 acres of land described in Plaintiffs' First Cause of Action and Defendants continued to own said leases until May 21, 1954, at which time they assigned said leases to the Kewanee Oil Company.

4. That between September 1, 1951, and June 13, 1953, the Defendants drilled twenty-four (24) producing oil wells and one (1) salt water disposal well on said 320 acres and, in addition, erected a tank battery, electric power lines, pipe racks, tool house, pumpers house, roadways and related facilities thereon.

5. That between September 1, 1951, and June 13, 1953, pursuant to the provisions of the Oil Mining Leases under which Defendants were operating and the applicable Regulations of the Secretary of the Interior, the Defendants paid Plaintiffs \$100.00 location fee for each of the 24 producing oil leases and the 1 salt water disposal well and \$60.00 for the tank battery site or the total sum of \$2,560.00; that said payments were made in the form of checks mailed Plaintiffs by Defendants and said checks were accepted and cashed by Plaintiffs without objection or protest.

6. That the Defendants used and permanently damaged an aggregate of 35.07 acres of said 320 acres in the construction of permanent access roads covering 7.16 acres and in the drilling of the salt water disposal well, the erection of the tank battery, electric power lines, pipe racks, tool house, pumpers house and related facilities covering 27.91 acres; that this 35.07 acres so used and permanently damaged by Defendants was exclusive of

the area of not to exceed 1 1/2 acres around each of the 24 producing oil wells and the 300 square feet around the tank battery site for which Defendants paid location fees set forth in Finding 5.

7. That the 320 acres described in Plaintiffs' First Cause of Action had a fair market value of \$65.00 per acre prior to the commencement of Defendants' oil operations thereon and a fair market value of \$45.00 per acre thereafter; that this diminution in value of \$20.00 per acre was permanent and was a consequence of the use of the twenty-four (24) 1 1/2 acre drill sites for the purpose of drilling and producing oil wells thereon.

8. That the 35.07 acres permanently damaged by Defendants as set forth in Finding 6 had a fair market value of \$45.00 per acre and the remainder of said 320 acres was permanently damaged in the amount of \$1,000.00 as a consequence of the permanent damage to said 35.07 acres.

9. That the Defendants participated with others in the construction of a permanent road across the land described in Plaintiffs' Second Cause of Action and trespassed on said land until on or about May 21, 1954; that said permanent road was completed by August 31, 1951; that Plaintiffs offered no evidence with respect to the value of the use of said land during the period of trespass thereon by Defendants.

10. That Plaintiffs and Defendants appointed Arbitrators who attempted to arbitrate the damages for which recovery is sought herein; that said Arbitrators met on October 31, 1953, and came to no agreement except that they would make no further effort to arbitrate such damages.

11. That this action was commenced on March 3, 1954.

12. That the Defendants paid Plaintiffs the \$100.00 location fees for the 24 producing oil wells without Plaintiffs having made any statement or representation that said 320 acres was suitable for cultivation.

CONCLUSIONS OF LAW

From the foregoing Findings of Fact, the Court concludes as a matter of law:

1. That the Court has jurisdiction of the parties and of the subject matter of the claims of the Plaintiffs and the counterclaim of the Defendants.

2. That under Section 2 of the Act of Congress of March 2, 1929, (45 Stat. 1478), the owner and lessee of the surface of lands in Osage County, Oklahoma, is entitled to recover for any damage that shall accrue as a result of the use of such land for oil or gas mining purposes.

3. That Congress, under said Act of March 2, 1929, delegated to the Secretary of the Interior authority to prescribe Rules and Regulations for the compensation of such surface owner and surface lessee for any such damage.

4. That the Regulations prescribed by the Secretary of the Interior, pursuant to such statutory authority, require the oil or gas mining lessee to pay a location fee prior to the commencement of drilling operations and provide that such fee constitute full payment for all permanent damages to not to exceed 1 1/2 acres around each well and full payment for all diminution in value of or consequential damage to the remainder of the lease resulting from the use of the 1 1/2 acre well sites for the purpose of drilling and producing oil wells thereon.

5. That the aforesaid Regulations of the Secretary of the Interior constitute an unauthorized limitation on the damages

provided by Congress and though binding on the oil or gas mining lessee as a matter of contract are not binding on the surface owner or surface lessee.

6. That the Plaintiffs, having accepted the well location fees without objection or protest, are estopped from recovering for any permanent damage to the 1 1/2 acre well sites in excess of the \$100.00 well location fees paid or for any consequential damages to the remainder of the leases resulting from the use of the 1 1/2 acre well sites for the purpose of drilling and producing oil wells thereon.

7. That Plaintiffs' First Cause of Action is based on said Act of Congress of March 2, 1929, and is not barred by the two year limitation period prescribed by Title 12, Okla. Stat. Ann., Sec. 95.

8. That Plaintiffs are entitled to recover for the 7.16 acres occupied by permanent access roads and for the 27.91 acres occupied by the tank battery, salt water disposal well, pipe racks, tool house, pumpers house and related facilities on the basis of \$45.00 per acre and for consequential damage to or permanent diminution in value of the remaining acreage in the leases in the amount of \$1000.00 by reason of the permanent damage to said 35.07 acres.

9. That Plaintiffs recovery in this cause shall not be diminished by the fact that Defendants obtained a release of all claims for damages from the surface lessee of said 320 acres on November 16, 1954.

10. That Plaintiffs are not entitled to recover on their Second Cause of Action.

11. That Defendants are not entitled to recover on their counterclaim.

JUDGMENT

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

1. The Plaintiffs shall have judgment against the Defendants on their First Cause of Action in the sum of Two Thousand Five Hundred and Seventy-eight Dollars and Fifteen Cents (\$2,578.15).

The above Findings of Fact, Conclusions of Law and Judgment are directed to be entered this 6th day of Feb -, 1956.

131 Royal W. Savage
District Judge

APPROVED:

131 Tom S. Hamilton
Attorney for Plaintiffs

131 Fenton Bocksch
Attorney for Defendants

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

CHAS. ARNAO, JR., and RAYMOND
PLANK,

Plaintiffs,

vs.

ALVIN W. JOHNSON,

Defendant.

No. 3660 Civil

FILED

FEB - 6 1956

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

JUDGMENT

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

1. Plaintiffs shall have judgment against the Defendant
for the sum of Seven Thousand, One Hundred Twenty Eight Dollars
and Fifty Cents (\$7,128.50), and interest accruing on the sum
of \$5,900.00 at the rate of 6% per annum from January 26, 1956,
until paid.

2. The original of the note herein sued upon, having been
surrendered to the Clerk, said note is hereby decreed to be
merged in the judgment herein.

3. The Plaintiffs shall have and recover their costs against
the Defendant.

Dated at Tulsa, Oklahoma, this 6th day of Feb,
1956.

George H. Savage
United States District Judge

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

HALE HAYS, d/b/a Hale Hays
Leasing Company, a sole
proprietorship,

Plaintiff,

vs.

NATIONAL GYPSUM COMPANY,
a corporation,

Defendant.

NO. 3709-CIVIL

FILED

FEB - 6 1956

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

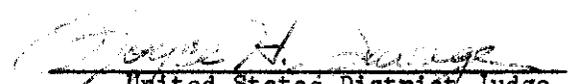
JUDGMENT

The Clerk is directed to enter the following judgment:

This action came on for trial before the Court and a jury, the undersigned Judge presiding, and the issues having been duly tried and the jury, on February 2, 1956, having rendered a verdict for the Plaintiff to recover of the Defendant the amount of \$10,739.52,

It is ordered and adjudged that the Plaintiff recover of the Defendant, National Gypsum Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, with a place of business at Pryor, Mayes County, Oklahoma, the sum of \$10,739.52, with interest thereon at the rate of six per cent per annum from the date hereof until paid, and his costs of action.

Dated at Tulsa, Oklahoma, this 2nd day of February, 1956.


United States District Judge

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

FILED

FEB - 7 1956

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

BULOVA WATCH COMPANY, INC.,
a corporation,

Plaintiff,

vs.

No. 3824 - Civil

JOE B. SINGER, DAVID FEIGER,
SHERMAN MARKHAM, R. H.
FLEISCHAKER, and ALEX SINGER,
a co-partnership, doing business
under the firm name and style of
Regent and Regens Jewelers, and
Regent Wholesale Jewelers, Inc.,
a corporation, Regent Wholesale
Distributors of Oklahoma City,
Inc., a corporation, and Regent
Wholesale Distributors of Oklahoma,
Inc., a corporation,

Defendants.

ORDER OF DISMISSAL

NOW, on this 7th day of February, 1956, the above
entitled cause of action is hereby dismissed without prejudice
at the costs of plaintiff.

/s/ ROYCE H. SAVAGE
JUDGE.

APPROVED BY:

MANATT, KNIGHT & KNIGHT,

By /s/ E. M. Knight
Attorneys for Plaintiff,
811-814 Ritz Building
Tulsa, Oklahoma.

MONNET, HAYES & BULLIS,

By /s/ Claude Monnet
Attorneys for Defendants,
First National Building
Oklahoma City 2, Oklahoma

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 William J. Taylor and)
 Marion Irene Taylor,)
 P. O. Box 1381)
 Sapulpa, Oklahoma,)
)
 Defendants.)

Civil No. 3806

FILED

FEB 8 1956

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

J U D G M E N T

On this 8th day of February 1956, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, 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 is and should be adjudged in default.

The Court further finds that all the allegations of plaintiff's complaint are true, and that the defendants are indebted to the plaintiff in the sum of \$4,980.00, with interest thereon at the rate of six per cent (6%) per annum from December 13, 1950, until paid.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, William J. Taylor and Marion Irene Taylor, for the sum of \$4,980.00, principal, with interest thereon at the legal rate from December 13, 1950, until paid, and for the costs of this action.

15/ Royal H. Bridges
United States District Judge

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

ANTHONY FUELLER,)	
)	
Plaintiff,)	Civil Action
)	
vs:)	NO: 3821
)	
TULSA CITY LINES and its)	
Parent Company, NATIONAL)	
CITY LINES.)	
Defendants.)	

FINDINGS OF FACT, CONCLUSIONS OF LAW
AND
JUDGMENT OF DISMISSAL

FILED
IN OPEN COURT
FEB - 8 1956
NOBLE C. HOOD
Clerk, U. S. District Court

Findings of Fact and Conclusions of Law

This cause was heard on the 6th. day of January, 1956, on defendants' motions to dismiss and the Court found that the complaint and the amendment to the complaint do not state facts upon which relief may be granted against Tulsa City Lines or National City Lines, defendants, and thereupon ordered the cause dismissed as to all defendants with leave to plaintiff to amend his complaint within twenty days.

The Court finds that the plaintiff has not filed an amended complaint herein and that this cause should be dismissed as to all defendants.

Judgment of Dismissal

The above styled cause of action against Tulsa City Lines, a Corporation and National City Lines, a Corporation, is ordered and adjudged dismissed.

Dated this 8th. day of February, 1956.


Judge

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

CITY OF TULSA, OKLAHOMA, a
municipal corporation, for it-
self and as Trustee for the
citizens of the CITY OF TULSA,
Plaintiff

v.

TULSA CITY LINES, INC., and
MOTOR COACH EMPLOYEES UNION
(AFL), an Association, as a
Labor Union of the Employees of
TULSA CITY LINES, INC., and
C. E. WILSON,
Defendants.

NO. 3841

FILED
IN OPEN COURT

FEB -8 1956

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

ORDER OF DISMISSAL

Now, on this 5th day of February, 1956 the above cause comes on for
hearing on stipulation of counsel relating to dismissal of said cause, and it
appearing to the Court that, by reason of said stipulation and for good cause
shown, said cause should be dismissed without prejudice and the parties having
so moved.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
above entitled cause be, and the same is, hereby dismissed without prejudice.

Royce H. Savage
JUDGE

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

PUBLIC SERVICE COMPANY OF OKLAHOMA)

Plaintiff)

vs.)

Civil No. 3467

UNITED STATES OF AMERICA)

Defendant)

FILED

FEB 1 1956

DECREE

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

Now on this 10th day of February, 1956, the above entitled action having been submitted to this court upon the pleadings, the stipulation as to the facts filed by the parties hereto, and the written briefs of counsel for the parties; and Count 2 of Plaintiff's Complaint hereing having been heretofore dismissed with prejudice upon an agreed settlement between the parties of the issues involved in Count 2; and the Court having found the issues involved in Count 1 of the complaint in favor of the plaintiff as stated in the court's Findings of Fact and Conclusions of Law made and filed herein:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff, Public Service Company of Oklahoma, have and recover from the defendant the sum of \$92,118.46, together with interest thereon at the rate of six per centum (6%) per annum from February 26, 1947, to a date preceding the date of the refund check by not more than thirty days, such date to be determined by the Commissioner of Internal Revenue.

Royce S. ...
United States District Judge

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

G. J. Barton, a minor, by and through his
mother and next friend, Mary E. Barton,

Plaintiff,

vs.

Elva Lee Ball, Administratrix of the Estate
of Perry Lloyd Ball, deceased, and American
Associated Insurance Companies, a foreign
corporation,

Defendants.

No. 3737 Civil

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

JUDGMENT

This cause came on for trial on this the 30th day of January, 1956,
the parties appearing in person and by their respective counsel of record. And
all parties in open court announced to the court that the parties and counsel con-
sent that the court may enter judgment in this cause in favor of the plaintiff and
against the defendant Elva Lee Ball, Administratrix of the Estate of Perry Lloyd
Ball, deceased, in the sum of \$24,500.00.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the
plaintiff have and recover judgment against the defendant Elva Lee Ball, Admin-
istratrix of the Estate of Perry Lloyd Ball, deceased, in the sum of Twenty Four
Thousand Five Hundred and No/100 (\$24,500.00) Dollars, and the costs of this
action. For all of which let execution issue.

W.B. Waller
U. S. District Judge

Approved:

Alfred B. King, Jr.
Attorney for Plaintiff

R.A. Melkerson
Attorneys for Elva Lee Ball, et al.
vdl/n.r

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

Everett A. Waugh,

Plaintiff,

vs.

Elva Lee Ball, Administratrix of the
Estate of Perry Lloyd Ball, deceased,
and American Associated Insurance
Companies, a foreign corporation,

Defendants.

No. 3738 Civil

FILED

FEB 10 1956

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

JUDGMENT

This cause came on for trial on this the 30th day of January, 1956, the parties appearing in person and by their respective counsel of record. And all parties in open court announced to the court that the parties and counsel consent that the court may enter judgment in this cause in favor of the plaintiff and against the defendant Elva Lee Ball, Administratrix of the Estate of Perry Lloyd Ball, deceased, in the sum of \$24,500.00.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against the defendant Elva Lee Ball, Administratrix of the Estate of Perry Lloyd Ball, deceased, in the sum of Twenty Four Thousand Five Hundred and No/100 (\$24,500.00) Dollars, and the costs of this action. For all of which let execution issue.

W.B. Gordon

U. S. District Judge

Approved

Richard L. Long
Attorney for Plaintiff

R.G. Wilkinson
A. J. Ayie
Attorneys for Elva Lee Ball, Admx

rdh/mr

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

Barton Fruit and Vegetable Company, a)
co-partnership consisting of Mary E.)
Barton and Herb Barton, and Mary E. Barton and)
Herb Barton, individually,)
)
Plaintiffs,)

vs.)

Elva Lee Ball, Administratrix of the Estate of)
Perry Lloyd Ball, deceased, and American)
Associated Insurance Companies, a foreign cor-)
poration,)
)
Defendants.)

No. 3739 Civil

FILED

FEB 10 1956

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

JUDGMENT

This cause came on for trial on this the 30th day of January, 1956, the parties appearing in person and by their respective counsel of record. And all parties in open court announced to the court that the parties and counsel consent that the court may enter judgment in this cause in favor of the plaintiffs and against the defendant Elva Lee Ball, Administratrix of the Estate of Perry Lloyd Ball, deceased, in the sum of \$5,000.00.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiffs have and recover judgment against the defendant Elva Lee Ball, Administratrix of the Estate of Perry Lloyd Ball, deceased, in the sum of Five Thousand and No/100 (\$5,000.00) Dollars, and the costs of this action. For all of which let execution issue.

W. B. Walker

U. S. District Judge

Approved:

[Signature]

Attorney for Plaintiffs

[Signature]

Attorneys for Elva Lee Ball, Admx
rda/mr

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

REVERE COPPER AND BRASS INCORPORATED,
a Corporation,)
Plaintiff,)
vs.)
L. A. GILBREATH,)
Defendant.)

CIVIL NO. 3820

FILED

1946

PERMANENT INJUNCTION

PROBABLE CAUSE
AFTER HEARING

This cause came on to be heard on the joint motion of Plaintiff and Defendant for an order of the Court approving and adopting a permanent injunction which has been stipulated and agreed to by the parties to this cause, and the Court being adequately advised in the premises, approves the permanent injunction to which the parties hereto have agreed and assented, and it is

THEREFORE, ORDERED, ADJUDGED AND DECREED that the Defendant, his agents, servants, employees, attorneys and all persons in active concert and participation with him be and they hereby are permanently restrained and enjoined from advertising, offering for sale or selling to any person, firm or corporation, any commodity, article or product manufactured, sold or advertised by Plaintiff, at prices less than those stipulated in Plaintiff's current fair-trade price schedule, a copy of which is attached hereto, or at prices less than those which may be stipulated in any supplement or revision of such schedule of which he or they shall have notice or knowledge.

The Court expressly finds that the parties hereto have expressly waived in writing all notice of hearing hereon, objections to form, and all provisions of Federal Rule of Civil

Procedure 65(d) relating to setting forth of the reasons for issuance of this injunction and have agreed that this permanent injunction may be entered, if approved by the Court, without further notice to either party, and that Plaintiff has waived all claim to money damages and consented to pay the costs herein.

DATED this 10th day of FEBRUARY, 1956.

1s/ Royce H. Savage
Royce H. Savage, Judge
United States District Court
for the Northern District
of Oklahoma

APPROVED:

1s/ Hardy Crowe,
Attorney for Gil
D. A. Gilbreath, Defendant

APPROVED:

REVERE COPPER AND BRASS
INCORPORATED, Plaintiff

By 1s/ James R. Ryan
Attorney for Plaintiff

Revere Copper and Brass Incorporated

ROME MANUFACTURING COMPANY DIVISION

CLINTON, ILLINOIS

ROME, N. Y.

RIVERSIDE, CALIFORNIA

Retail prices are effective in States having Fair Trade Laws and subject to change without notice.



Effective Date July 25, 1955

REVERE WARE FAIR TRADE RETAIL PRICE SCHEDULE

Specifications – Packing and Bundling – Shipping Weights

REVERE WARE COPPER-CLAD STAINLESS STEEL UTENSILS

All items individually packed in freight test container

Covered Sauce Pans

Catalog No.	Capacity	Pieces Per Bundle	Shipping Wt. Per Bundle	Fair Trade Retail Price
1215	1-quart Sauce Pan and Fryer	12	15.0 lbs.	\$ 3.95
399	1-quart Open Combination Pan	12	15.0 lbs.	3.99
1401	1-quart	12	17.5 lbs.	4.95
1401½	1½-quart	6	10.1 lbs.	5.95
1402	2-quart	6	13.3 lbs.	7.25
1403	3-quart	6	14.7 lbs.	8.25
1404	4-quart	6	18.5 lbs.	9.50
1405	5-quart	6	20.0 lbs.	9.95

Covered Sauce Pots

1424	4-quart	6	21.6 lbs.	9.95
1426	6-quart	6	23.8 lbs.	10.95
1428	8-quart	4	17.8 lbs.	12.50

Covered Dutch Oven

1585	6-quart	6	26.5 lbs.	12.95
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Bail Handle Kettles

1434	4-quart	6	20.6 lbs.	10.95
1436	6-quart	6	23.7 lbs.	11.95
1438	8-quart	4	18.0 lbs.	13.50

Covered Double Boilers

1440	1½-pint	12	21.6 lbs.	7.75
1441½	1½-quart	6	16.5 lbs.	9.95
1442	2-quart	6	18.7 lbs.	10.95

Covered French Chef Skillets

1446	6-inch	12	14.7 lbs.	5.50
1447	7-inch	12	20.4 lbs.	6.50
1448	8-inch	6	13.0 lbs.	7.50
1449	9-inch	6	16.0 lbs.	8.75
1450	10-inch	6	19.0 lbs.	9.95
1452	12-inch	6	25.2 lbs.	12.50

REVERE WARE COPPER-CLAD STAINLESS STEEL UTENSILS (Continued)

Breakfast Units

Catalog No.	Capacity	Pieces Per Bundle	Shipping Wt. Per Bundle	Fair Trade Retail Price
1484	1—No. 1401 Covered Sauce Pan 1—No. 1505 1-cup Egg Poacher Inset	12	21.0 lbs.	5.95
1488	1—No. 1448 Covered Skillet 1—No. 1515 4-cup Egg Poacher Inset	6	16.4 lbs.	9.95
1490	1—No. 1450 Covered Skillet 1—No. 1520 6-cup Egg Poacher Inset	6	24.5 lbs.	13.95

Coffee Makers

1514	4-cup Percolator	6	12.0 lbs.	9.95
1516	6-cup Percolator	6	13.3 lbs.	10.95
1518	8-cup Percolator	6	14.5 lbs.	11.95
1544	14-cup Coffee Maker and Server	4	17.0 lbs.	19.95
1594	4-cup Drip Coffee Maker	6	13.7 lbs.	9.95
1598	8-cup Drip Coffee Maker	6	20.1 lbs.	13.95

REVERE WARE SETS

Packed in Special Display Cartons and Outer Shipping Containers

Catalog No.	Consists of	Shipping Wt. Each	Regular Retail	Special Saving	Fair Trade Retail
X-20— Beginner's Set	One each Nos. 1720 Rack, 1401, 1401½ and 1446 .	6.0 lbs.	\$19.15	\$1.65	\$17.50
1500—French Chef Skillet Set	One each Nos. 450 Hangers, 1446, 1447 and 1449 .	8.0 lbs.	23.70	1.75	21.95
1800—Good Cook's Set	One each Nos. 455 Hangers, 1401, 1441½, 1448 and 1515	9.4 lbs.	28.30	1.80	26.50
2200—All Purpose Set	One each Nos. 450 Hangers, 1401, 1403, 1441½, 1448, 1450 and 1515	16.0 lbs.	46.50	4.00	42.50
1100—Eleven Purpose Set	One each Nos. 1723 Rack, 1401, 1403, 1441½, 1448, 1450, and 1515	18.3 lbs.	52.30	2.35	49.95
1400—Kitchen Jewel Chest	One each Nos. 1723 Rack, 1401, 1402, 1403, 1446 1450, 1424 and 1516	21.8 lbs.	65.55	5.60	59.95

STAINLESS STEEL UTENSILS

All Items Individually Packed in Freight Test Container

Tel-U-Top Canisters

Catalog No.	Consists of	Pieces Per Bundle	Shipping Wt. Per Bundle	Regular Retail	Special Saving	Fair Trade Retail
831	1¼-quart	6	6.0 lbs.			\$ 4.25
832	2-quart	6	7.5 lbs.			5.25
833	3¼-quart	6	9.7 lbs.			6.25
834	4¾-quart	6	13.4 lbs.			7.25

STAINLESS STEEL UTENSILS (Continued)

Tel-U-Top Canisters

Catalog No.	Consists of	Pieces Per Bundle	Shipping Wt. Per Bundle	Regular Retail	Special Saving	Fair Trade Retail
835—3-Piece Canister Set	One each Nos. 831, 832 and 833	6	20.5 lbs.	\$15.75	\$1.80	13.95
836—4-Piece Canister Set	One each Nos. 831, 832, 833 and 834	6	32.7 lbs.	23.00	3.05	19.95

Mixing Bowls with Hanging Rings

901	1-quart	12	8.4 lbs.			2.50
902	2-quart	12	12.4 lbs.			3.25
904	4-quart	6	10.2 lbs.			4.25
906	6-quart	6	13.2 lbs.			5.75
914—4-Piece Mixing Bowl Set	One each Nos. 901, 902, 904 and 915 Rack	6	18.4 lbs.	11.50	.55	10.95

Covered Handy Pans

921	1-pint (Set of 2)	6	5.8 lbs.			\$ 3.15
922	1 quart	6	5.5 lbs.			3.25
923	2-quart	6	9.6 lbs.			4.45
924—4-Piece Handy Pan Set	One each Nos. 921, 922 and 923	6	19.1 lbs.	\$10.85	\$.90	9.95

French Fryer Basket

1423	2-quart (Fits No. 1403 Sauce Pan)	6	6.4 lbs.			4.75
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Egg Poacher Insets

1515	4-Cup (Fits No. 1448 8-in. Skillet)	12	9.0 lbs.			2.95
1520	6-Cup (Fits No. 1450 10-in. Skillet or No. 1585 Dutch Oven)	6	6.4 lbs.			4.50

Stainless Steel Racks

Catalog No.	Description	Pieces Per Bundle	Shipping Wt. Per Bundle	Fair Trade Retail Price
915	Mixing Bowl Rack, 3 hangers	Single Pack—Bundled per order		\$ 1.50
1720	X-Special Rack, 4 adjustable hangers, 22½" long	12	6.7 lbs.	2.75
1721	Utensil Rack, 4 adjustable hangers, 22" long	12	13.0 lbs.	3.75
1722	Deluxe Shelf Rack, 10 hangers, 31½" long	6	17.5 lbs.	10.50
1723	Special Deluxe Rack, 10 hangers, 29½" long, bowed front	6	12.2 lbs.	8.75

SOLID COPPER UTENSIL HANGERS

Packed 6 Sets Per Master Carton

450	6-piece Set, Wreath Pattern	3.5 lbs. per shipping carton (6 sets)	2.95
455	6-piece Set, Oblong Pattern	3.5 lbs. per shipping carton (6 sets)	2.95

TEA KETTLES

All Items Individually Packed in Freight Test Container

Stainless Steel Kettles with Solid Copper Bottoms

Catalog No.	Capacity and Style	Pieces Per Bundle	Shipping Wt. Per Bundle	Fair Trade Retail Price
882	2-quart Kettle with Cover	6	12.0 lbs.	\$ 5.95
883	3-quart Kettle with Cover	6	14.3 lbs.	6.95
885	5-quart Kettle with Cover	4	14.3 lbs.	9.95
2701	2 $\frac{1}{3}$ -quart Whistler	6	10.0 lbs.	5.50
3501-C	3-quart Whistler	6	13.5 lbs.	6.50

Solid Copper Chrome Plated Kettles

15	5-quart Kettle with Cover	6	14.0 lbs.	6.25
16	6-quart Kettle with Cover	6	16.0 lbs.	7.00
888	5-quart Kettle with Cover	6	19.8 lbs.	9.95
2247	2-quart Penthouse Whistler	6	8.6 lbs.	4.50

MINIATURE REVERE WARE UTENSILS

TOY SETS — Packed in Colored Display Cartons in Shipping Containers

Catalog No.	Consists of	Packing and Bundling	Shipping Wt. Per Master Ctn.	Fair Trade Retail Price
593	1 $\frac{5}{8}$ " Deep Covered Sauce Pan, 4 $\frac{1}{2}$ " Open Skillet, Whistling Tea Kettle	6 Sets in Master Ctn.	9.2 lbs.	\$ 4.95
595	1 $\frac{1}{4}$ " Deep Covered Sauce Pan, 2" Deep Covered Sauce Pan, 4 $\frac{1}{2}$ " Open Skillet, Covered Sauce Pot, Whistling Tea Kettle	4 Sets in Master Ctn.	9.3 lbs.	9.95
597	1 $\frac{1}{4}$ " Deep Covered Sauce Pan, 1 $\frac{5}{8}$ " Deep Covered Sauce Pan, 2" Deep Covered Sauce Pan, 4 $\frac{1}{2}$ " Open Skillet, Covered Sauce Pot, Coffee Pot, Whistling Tea Kettle	3 Sets in Master Ctn.	9.2 lbs.	14.95

REVERE PATIO WARE

Copper Clad Stainless Steel Utensils

Open Flared Skillets

Catalog No.	Capacity	Pieces Per Bundle	Shipping Wt. Per Bundle	Fair Trade Retail Price
1836	6 $\frac{1}{2}$ -inch	6	6.0 lbs.	\$ 9.95
1838	8 $\frac{1}{2}$ -inch	6	13.5 lbs.	11.95
1840	10 $\frac{1}{2}$ -inch	6	18.0 lbs.	13.95
1842	12 $\frac{1}{2}$ -inch	6	27.0 lbs.	16.95

Covered Sauce Pots

1821 $\frac{1}{2}$	1 $\frac{1}{2}$ -quart	6	13.5 lbs.	13.95
1828	8-quart	4	27.0 lbs.	21.95

Coffee Maker and Server

1544	14-cup	4	17.0 lbs.	19.95
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NOTE — Receipt of our price list does not constitute an offer to sell.

REVERE COPPER AND BRASS INCORPORATED
ROME MANUFACTURING COMPANY DIVISION
ROME, NEW YORK

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

SUNBEAM CORPORATION,

Plaintiff,)

vs.)

E. A. GILBREATH,

Defendant.)

CIVIL NO. 3823

PERMANENT INJUNCTION

This cause came on to be heard on the joint motion of Plaintiff and Defendant for an order of the Court approving and adopting a permanent injunction which has been stipulated and agreed to by the parties to this cause, and the Court being adequately advised in the premises, approves the permanent injunction to which the parties hereto have agreed and assented, and it is

THEREFORE, ORDERED, ADJUDGED AND DECREED that the Defendant, his agents, servants, employees, attorneys and all persons in active concert and participation with him be and they hereby are permanently restrained and enjoined from advertising, offering for sale or selling to any person, firm or corporation, any commodity, article or product manufactured, sold or advertised by Plaintiff, at prices less than those stipulated in Plaintiff's current fair-trade price schedule, a copy of which is attached hereto, or at prices less than those which may be stipulated in any supplement or revision of such schedule of which he or they shall have notice or knowledge.

The Court expressly finds that the parties hereto have expressly waived in writing all notice of hearing hereon, objections to form, and all provisions of Federal Rule of Civil

Procedure 25(d) relating to setting forth of the reasons for issuance of this injunction and have agreed that this permanent injunction may be entered, if approved by the Court, without further notice to either party, and that Plaintiff has waived all claim to money damages and consented to pay the costs herein.

DATED this 10th day of February, 1956.

1st Royce H. Savage
Royce H. Savage, Judge
United States District Court
for the Northern District
of Oklahoma

APPROVED:

1st Harry Rowe
Attorney for

L. A. Glibbreath, Defendant

APPROVED:

SUNBEAM CORPORATION

By James R. Ryan
Attorney for Plaintiff

to

Sunbeam Retail Dealer Fair Trade Contracts

Please take notice that Sunbeam Corporation has entered into Fair Trade Contracts with retailers in each state, including the Territory of Hawaii, having Fair Trade Acts, pursuant to such laws and the applicable federal laws, and that on and after the effective date specified, it shall be unlawful to sell the following Sunbeam products for less than the prices shown below.

Willfully and knowingly advertising, offering for sale, or selling any of the products at less than the prices listed below within or for delivery to purchasers in states, including the Territory of Hawaii, having Fair Trade Laws constitutes a violation of signed Fair Trade Contracts, and, whether or not the dealer has signed a contract, further constitutes an act of unfair competition to all contracting dealers. In all states, including the Territory of Hawaii, having Fair Trade Acts, Sunbeam Corporation distributes the following items under such laws.

Cat. No.	Item	Retail Price	Cat. No.	Item	Retail Price
10	Sunbeam Automatic Mixmaster with Juicer.....	\$45.75	FP12	Sunbeam Automatic Frypan.....	\$26.95
10W	Sunbeam Automatic Mixmaster without Juicer..	42.75	C30	Sunbeam Automatic Coffeemaster	37.50
11	Sunbeam Automatic Mixmaster with Juicer.....	47.50	AP	Sunbeam Automatic Percolator.....	26.95
11W	Sunbeam Automatic Mixmaster without Juicer..	44.50	AP10	Sunbeam Automatic Percolator (10-cup).....	29.95
11C	Sunbeam Automatic Mixmaster Chromium Plated with Juicer.....	55.50	AB	Sunbeam Instant Coffee and Tea Maker.....	24.75
11CW	Sunbeam Automatic Mixmaster Chromium Plated without Juicer.....	52.50	CF5	Sunbeam Cooker & Deep Fryer.....	24.50
J	Sunbeam Automatic Mixmaster Junior.....	19.95	†*W	Sunbeam Shavemaster in Gift Case.....	28.50
JC	Sunbeam Automatic Mixmaster Junior Chromium Plated	21.95	†*WZ	Sunbeam Shavemaster in Leather Zipper Case..	28.50
SDB-1	Sunbeam Automatic Electric Blanket Single Control	34.95	†*WB	Sunbeam Deluxe Shavemaster.....	29.95
DDB-1	Sunbeam Automatic Electric Blanket Double Control	41.95	†*WL	Sunbeam Deluxe Shavemaster.....	29.95
SDS	Sunbeam Automatic Electric Sheet Single Control	24.95	LS	Lady Sunbeam Shavemaster.....	14.95
DDS	Sunbeam Automatic Electric Sheet Double Control	32.50	LSD	Deluxe Lady Sunbeam Shavemaster.....	17.95
S4	Sunbeam Steam or Dry Iron—Standard Type....	17.95	E-2	Sunbeam Egg Cooker.....	13.95
S4L	Sunbeam Steam or Dry Iron—Left Hand.....	17.95	B-2	Sunbeam Baby Bottle Warmer.....	13.50
S3	Sunbeam Steam or Dry Iron with Gravity Feed and Open Handle.....	21.50			
A4	Sunbeam Double-Automatic Ironmaster	14.75	70	Sunbeam Drillmaster with Jacobs Geared Chuck	25.95
A9	Sunbeam Double-Automatic Ironmaster	14.75	70-A	Sunbeam Drillmaster with Keyless Chuck.....	21.95
A10	Sunbeam Double-Automatic Ironmaster with Open Handle	13.75	71	Sunbeam Drillmaster Kit with No. 70 Drillmaster	39.95
T20	Sunbeam Automatic Toaster.....	27.50	71-A	Sunbeam Drillmaster Kit with No. 70-A Drillmaster	36.95
CG	Sunbeam Automatic Waffle Baker and Grill.....	32.50	71-B	Sunbeam Drillmaster Economy Kit.....	29.95
CGW	Sunbeam Automatic Waffle Baker.....	23.75	74	Sunbeam Portable Sander.....	42.50
FP10	Sunbeam Automatic Frypan	19.95	72	Sunbeam Electric Saw (with 2-Conductor Cord)	56.25
FP11	Sunbeam Automatic Frypan	23.95	72-3	Sunbeam Electric Saw (with 3-Conductor Cord)	57.50
			R121	Sunbeam Rotary Lawn Mower	(East of Colorado) 149.50 (Colorado & West) 152.50

New products or models, or products in which there has been a change in price, if any, are indicated by a dagger (†) and special or combination offers, if any, are indicated by an asterisk (*). Where there is no dagger or asterisk, price shown is the same as stipulated in the preceding Supplement. Trade-in allowances or special combination offers, other than as specifically authorized in this Supplement, constitute a violation of contract and also an act of unfair competition.

*An allowance of \$7.50 may be given when an old electric shaver is traded in at time of purchase of a new Sunbeam Shavemaster.

SUNBEAM CORPORATION
5600 W. Roosevelt Road
Chicago 50, Illinois

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

Anchor Petroleum Company,
a corporation

Plaintiff,

vs

Great Lakes Pipe Line Company,
a corporation,

Defendant.

No. 3512 - Civil

FILED

FEB 17 1956

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

STIPULATION FOR DISMISSAL WITH
PREJUDICE

It is stipulated and agreed by and between the parties
hereto that this cause be and the same is hereby dismissed with
prejudice, and both parties join in asking the court without
further notice to them, to enter its formal order of dismissal
with prejudice.

Dated this 15th day of February, 1956.

Walter W. ...
Attorneys for Plaintiff

Claude ...
Attorneys for Defendant

ORDER OF DISMISSAL WITH PREJUDICE

Pursuant to and in accordance with the foregoing
stipulation, IT IS ORDERED by the court that this cause be and
the same is hereby dismissed with prejudice this 16th
day of February, 1956.

Royce H. Savage
United States District Judge

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

Loren S. Uccell,

Plaintiff,

-vs-

American Smelting and Refining Company,
a Foreign Corporation,

Defendant.)

No. 3763

FILED

FEB 17 1956

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

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The above entitled cause came on regularly for trial on November 7, 1955, before the Court, both parties having waived trial by jury. Both parties introduced evidence and having rested, both parties submitted briefs to the Court. The Court having considered the evidence and the briefs and being fully advised in the premises now finds the following:

Findings of Fact

I

The controversy is between citizens of different states and involves more than \$3,000.00.

II

The plaintiff worked in underground mining operations in the Tri-State mining district from approximately 1919 to early in 1954 during which time he was exposed to the inhalation of silica dust. More than two years of the last ten years of his employment was in Oklahoma. During the period May 1, 1953 to June 30, 1953 plaintiff was employed by defendant.

III

The evidence is insufficient to establish liability at common law on the part of this defendant for plaintiff's present physical disability.

Conclusions of Law

From the foregoing facts, the Court concludes:

I

That House Bill No. 791 of the Twenty-Fourth Legislature of the State of Oklahoma, Tit. 85, Okla. Stat. Anno. Sec. 1.1 et seq. being an amendment to the Workmen's Compensation Laws of the State of Oklahoma, is not unconstitutional for the reason alleged by plaintiff namely that the Title of the Act is defective. Under the facts as found by the Court, the Workmen's Compensation Laws of the State of Oklahoma, as amended (Tit. 85 O. S. A. 1 et seq) govern the present case and, said statutes conferring exclusive jurisdiction on the State Industrial Commission of the State of Oklahoma, this Court is without jurisdiction in the case at bar.

II

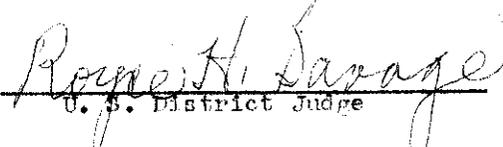
That no conclusion of law should be made on the question of the running of the Statute of Limitations because the Court is of the opinion that the previous findings of fact and conclusions of law dispose of the controversy.

III

That plaintiff take nothing by reason of his complaint and that defendant have judgment for its costs herein expended.

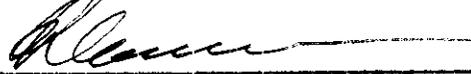
Let judgment be entered accordingly.

Dated this 17 day of February, 1956.

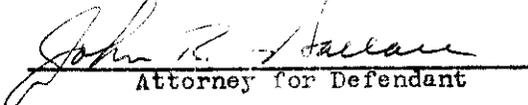


U. S. District Judge

APPROVED AS TO FORM



Attorney for Plaintiff



Attorney for Defendant

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

DONALD L. STUART, TRUSTEE OF THE
TRUST ESTATE OF CHARLES F. STUART,
DECEASED,
Plaintiff,

vs.

FORREST H. LINDSAY,
Defendant.

NO. 3855-CIVIL

FILED

FEB 24 1956

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

ORDER OF DISMISSAL

On this 24th day of February, 1956, it appearing that Plaintiff and Defendant have compromised and settled all controversies between them involved in the above entitled cause, on motion of counsel for both Plaintiff and Defendant that the above entitled cause be dismissed with prejudice, it is

ORDERED that the above entitled cause be and the same hereby is dismissed with prejudice to a future action on the subject matter thereof, each party to bear all costs heretofore incurred by him.

Forrest H. Lindsay
United States District Judge

APPROVED AS TO FORM AND SUBSTANCE:

Michael Stewart
Attorney for Plaintiff

Forrest H. Lindsay
Attorney for Defendant

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

DONALD J. STUART, TRUSTEE FOR THE
STUART INVESTMENT TRUST,

Plaintiff,

vs.

FORREST H. LINDSAY,

Defendant.

NO. 3856-CIVIL

FILED

FEB 24 1956

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

ORDER OF DISMISSAL

On this 24th day of February, 1956, it appearing that Plaintiff and Defendant have compromised and settled all controversies between them involved in the above entitled cause, on motion of counsel for both Plaintiff and Defendant that the above entitled cause be dismissed with prejudice, it is

ORDERED that the above entitled cause be and the same hereby is dismissed with prejudice to a future action on the subject matter thereof, each party to bear all costs heretofore incurred by him.

Forrest H. Lindsay
United States District Judge

APPROVED AS TO FORM AND SUBSTANCE:

Hubert M. Meant
Attorney for Plaintiff

Forrest H. Lindsay
Attorney for Defendant

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

William C. Colcord,

Plaintiff,

- vs -

David Lindsey, J. L. Swink personally
and doing business as J. L. Swink Motor
Company, J. L. Swink Used Cars, Howard
Motors, Howard Motor Company and
David's Garage,

Defendants.

No. 3767 Civil

FILED
IN OPEN COURT
FEB 27 1956

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

J U D G M E N T

The plaintiff having heretofore dismissed his complaint against David Lindsey, this action came on regularly for trial on the 1st day of February, 1956, against the remaining named defendants, and, Robert E. Cress appearing as counsel for the plaintiff and John B. Dudley, Jr. appearing as counsel for the defendants, a jury of twelve persons was regularly impaneled and sworn to try said action, and witnesses on the part of the plaintiff and defendant were duly sworn and examined. After hearing the evidence, the arguments of counsel and instructions of the court, the jury retired to consider their verdict and subsequently returned into court with the verdict signed by their foreman, and being called, answered to their names and say:

"We, the jury, find the issues for the plaintiff and assess his damages at \$6,000.00."

WHEREFORE, it is ordered, adjudged and decreed, that the plaintiff have and recover from the defendant the sum of SIX THOUSAND DOLLARS (\$6,000.00) with interest thereon at the rate of six per cent per annum from the date hereof, until paid, together with plaintiff's costs incurred in this action.

W. B. Wallace
District Judge

Approved as to form:

Robert E. Cress
Attorney for Plaintiff

John B. Dudley, Jr.
Attorney for Defendant

Judgment entered Feb. 1, 1956.

By the Court:

Noble C. Hood, Clerk.

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

Loren S. Loveall,.....Plaintiff,

-vs-

No. 3763, Civil

American Zinc, Lead & Smelting Company,
a Foreign Corporation,.....Defendant. **FILED**

JOURNAL ENTRY OF JUDGMENT

NOV 7 1955
NORMAN C. HOOD
Clerk, U. S. District Court

This cause coming on for trial on the 7th day of November, 1955, at Miami, Oklahoma, before the undersigned United States District Judge, both parties having waived the right to trial by jury. Said matter came on for trial upon the Complaint of the plaintiff, the Answer of the defendant and the Reply of the plaintiff.

Plaintiff was present in person and by his attorney of record, A. L. Commons, the defendant was present by its representative and by its attorneys of record, Wallace, Wallace & Owens.

WHEREUPON: Witnesses were duly sworn in open court and the cause proceeded to trial. Both sides having rested, the case was closed from the standpoint of evidence. The plaintiff asked leave to file a brief, which was granted. The defendant filed an answer brief and the plaintiff filed a reply brief.

And now, on this 10th day of February, 1956, before the undersigned Judge of said Court, the matter came on for decision.

The court being well and sufficiently advised in the premises, having heard the evidence, the argument of counsel and having read the briefs, finds that the issues are in favor of the defendant and that plaintiff is not entitled to recover; that this court is without jurisdiction and that there is no liability on the part of the defendant, and that the defendant have judgment for costs, to which order, finding and judgment, the plaintiff excepted.

12/ Royal H. Swartz
UNITED STATES DISTRICT JUDGE

APPROVED:

A. L. Commons
ATTORNEY FOR PLAINTIFF

John R. Sallan
ATTORNEY FOR DEFENDANT

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

VEST C. TERRY,

Plaintiff,

-vs-

REPUBLIC NATIONAL LIFE INSURANCE
COMPANY, a corporation,
Defendant.

NO. 3804-Civil

FILED

FEB 27 1956

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

ORDER OF DISMISSAL

This matter coming on before the Honorable Royce Savage, Judge of the United States District Court for the Northern District of Oklahoma, this 24th day of February, 1956, upon the motion to dismiss of the plaintiff, VEST C. TERRY and the Court finding therefrom and being satisfied that the issues have been settled and compromised and that the said settlement and compromise was fair and equitable;

IT IS THEREFORE ORDERED that this cause should be and the same is hereby dismissed with prejudice.

Royce H. Savage

ROYCE SAVAGE, JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

NO. 3858 - CIVIL

77 Packages Macaroni Product labeled
in part "*** Pfaffman's Climax Wheat and Soy
Seashells *** Net Wt. *** 7 Oz. ***", and
15 Packages Article Labeled in part "***
Pfaffman's Climax Artichoke Egg Noodles ***
Net Wt. 5 Oz. ***",

Claimants.

FILED

FEB 27 1956

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

DECREE OF CONDEMNATION

On February 7, 1956, a Libel of Information against the above described articles was filed on behalf of the United States of America. The Libel alleged that the articles proceeded against are foods which were introduced into interstate commerce in violation of the Federal Food, Drug and Cosmetic Act and were adulterated when introduced into and while in interstate commerce within the meaning of 21 U.S.C. 342(a)(3), in that they consisted wholly or in part of a filthy substance by reason of the presence therein of insects and insect parts.

It appearing that process was duly issued herein and returned according to law; that notice of the seizure of the above described articles 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 77 Packages Macaroni Product Labeled in part "*** Pfaffman's Climax Wheat and Soy Seashells *** Net Wt. *** 7 Oz. ***", and 15 Packages Article Labeled in part "*** Pfaffman's Climax Artichoke Egg Noodles *** Net Wt. 5 Oz. ***", so seized are adulterated within the meaning of said Act, 21 U.S.C. 342(a)(3), in that they consist wholly or in part of a filthy substance by reason of the presence therein of insects and

insect parts, 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.

DATED this 27th day of February, 1950.

Rayce H. Savage

U. S. DISTRICT JUDGE

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

SIBYL H. GREEN,

Plaintiff,

v.

PHILLIPS PETROLEUM COMPANY,
a Corporation,

Defendant.

No. 3779

FILED

FEB 9 1956

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

ORDER DISMISSING CASE

This cause came on for hearing for disposition pursuant to notice given on the 8th day of February, 1956, at which time plaintiff appeared by her attorney, Laurence E. Holt. The Court, after being advised in the premises, finds that no service of process has been had upon the Phillips Petroleum Company, a Corporation, and that the individual defendants, L. E. Fitzgerald, C. A. Daniels, Marion L. Atkinson, and Stanley I. Betzer, have heretofore been dismissed as a party defendants of this law suit, and that this action should be dismissed in that this Court has no jurisdiction over person of the defendant, Phillips Petroleum Company.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that this case be and the same is hereby dismissed.

Boyce H. Savage
JUDGE OF THE UNITED STATES DISTRICT
COURT FOR THE NORTHERN DISTRICT OF
OKLAHOMA

APPROVED AS TO FORM:

/s/ Laurence E. Holt,
LAURENCE E. HOLT, attorney for plaintiff

Sanders & McElroy

By: /s/ David H. Sanders
Attorney for defendant

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

MILLER METAL PRODUCTS, INC.,)
a Corporation,)
)
Plaintiff,)
)
vs.)
)
W. C. BEREY,)
)
Defendant.)

NO. 3395 - Civil

FILED

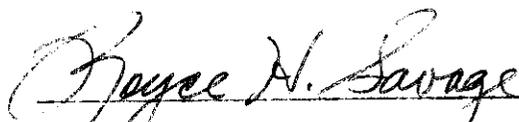
MAR 14 1956

J U D G M E N T

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

The above cause came on regularly for trial before the court on the first day of March, 1956, pursuant to previous assignment. The parties appeared by their respective counsel of record, and the court having considered a written stipulation of the parties, finds that plaintiff is entitled to have judgment against the defendant in the sum of Five Thousand Dollars (\$5,000.00) with interest thereon at the rate of six per cent (6%) per annum from the date hereof, together with all costs of the action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover of and from the defendant the sum of Five Thousand Dollars (\$5,000.00) with interest thereon from the first day of March, 1956 until paid, at the rate of six per cent (6%) per annum, together with all costs of the action.


United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Standard Magnesium Corporation,
a Kansas Corporation,

Defendant.

NO. 3895 - CIVIL

FILED

MAR - 5 1956

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

J U D G M E N T

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff have
judgment against the defendant, Standard Magnesium Corporation, a Kansas
Corporation, in the amount of \$6,553.90, with interest from this date at the
rate of $\frac{4}{100}$ per annum until paid.

DATED this 5th day of March, 1956.

W. C. [Signature]
U. S. DISTRICT JUDGE

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

Ludlow-Saylor Wire Cloth Company
a corporation,

Plaintiff,

v.

Sanders Manufacturing Co., Inc.,
a corporation

Defendant.

No. 3838

FILED

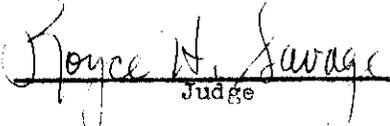
MAR - 5 1956

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

O R D E R

This matter coming on for hearing before the under-
signed Judge on this 5th day of March, 1956, and the Court
being fully advised in the premises finds that the Plaintiff
has filed in this cause a Dismissal with Prejudice.

IT IS ORDERED that the above style and numbered
cause is hereby dismissed with prejudice and at the costs
of the Plaintiff.



Judge

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

AT FORT WORTH
TEXAS

1911

IN RE: THE ESTATE OF JAMES W. WALKER, DECEASED.

FILED

NOV 17 1911
U.S. DISTRICT COURT
FORT WORTH, TEXAS

Now on this 17th day of November, 1911, the court regularly for hearing the motion of application to transfer the above entitled cause to the District Court of the Northern District of Texas, Fort Worth Division, plaintiff and defendant appearing by their respective counsel of record, and the court having heard the argument of counsel, having examined the pleadings and files and being fully advised in the premises finds that said motion should be sustained.

IT IS ORDERED that the above entitled cause do and the same is hereby transferred to the District Court of the Northern District of Texas, Fort Worth Division, at Fort Worth, Texas, for all further proceedings therein, and the Clerk of this Court is hereby directed to transfer and transmit the original files in this cause to the District Court.

[Signature]
United States District Court

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

William C. Colcord,

Plaintiff,

vs.

David Lindsey, J. L. Swink personally
and doing business as J. L. Swink
Motor Company, J. L. Swink Used Cars,
Howard Motors, Howard Motor Company
and David's Garage,

Defendants.

No. 3787-Civil

FILED

MAR 13 1956

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

ORDER OVERRULING MOTION FOR NEW TRIAL

Now on this 27th day of February, 1956, there comes on for hearing Motion For New Trial of the defendant, J. L. Swink, heretofore filed herein, and the Court upon consideration thereof, overrules the same, to which said defendant excepts and exceptions are allowed by the Court.

Upon request of the defendant, the judgment entered herein is stayed, pending appeal to the United States Court of Appeals for the Tenth Circuit, upon the giving of a good and sufficient surety bond in the sum of Seven Thousand Dollars (\$ 7,000.00), conditioned as required by law; such bond to be given and filed within 20 days from this date.

W. B. Wallace
Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Oklahoma Turnpike Authority,

Plaintiff,

vs.

No. 3/91 Civil

0.13 acres of land, more or less in
Section 3, Township 28 North, Range
24 East in Ottawa County, Oklahoma;
Henry E. Hoffman; Geneva Gaspar Hoffman,
now Ramsey; Charles Felix Hoffman;
Henry Edward Hoffman, Jr.,

Defendants.

FILED

MAR 14 1956

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

J U D G M E N T

NOW on this 1st day of March, 1956, coming on to be heard the above
entitled cause, the plaintiff represented by James C. Hamill, and the defend-
ants represented by B. Hayden Crawford, United States Attorney, and Charles
H. Froeb, Assistant United States Attorney, for the Northern District of Okla-
homa, and upon statement of counsel, the court being informed that this matter
is ready for final judgment and that demand for jury trial has been waived by
all parties, and the court being further informed that the value of said lands
is the sum of \$100.00;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that fee title to the surface
of the within property is hereby condemned, and title thereto is hereby vested
in the plaintiff, and judgment is rendered for defendants in the sum of \$100.00.

Royce H. Savage
UNITED STATES DISTRICT JUDGE

Approved:
James C. Hamill
Atty for Plaintiff
Charles H. Froeb
Atty for Defs.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Oklahoma Turnpike Authority,

Plaintiff,

vs.

No. 3792 Civil

17.62 acres of land, more or less,
in Section 3, Township 26 North,
Range 24 East in Ottawa County, Okla-
homa; Jean Ann Quapaw Jackson; Henry
F. Hoffman; Geneva Quapaw Hoffman,
now Ramsey; Charles Felix Hoffman;
Henry Edward Hoffman, Jr., and United
States of America,

Defendants.

FILED

MAR 14 1956

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

J U D G M E N T

Pursuant to hearing on this 1st day of March, 1956, the defendants appearing by their attorneys, E. Hayden Crawford, United States Attorney, and Charles H. Froeb, Assistant United States Attorney, for the Northern District of Oklahoma, and the plaintiff appearing by its attorney, James C. Hamill, and upon the matter being called for trial, the attorneys for the defendants withdraw demand for jury, and the court being informed that the value of said land so taken by plaintiff in condemnation is \$7,975.00;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the court that judg-
ment be rendered for plaintiff in condemning the fee of the surface herein
and vesting title thereto in the plaintiff, and that defendants have judg-
ment in the sum of \$7,975.00.

Royce H. Savage
UNITED STATES DISTRICT JUDGE

Approved:
James C. Hamill
Atty for Plaintiff
Charles H. Froeb
Atty for Defs.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

James O. Miller and Vivian Miller,

Defendants.

NO. 3863 - CIVIL

FILED

MAR 14 1956

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

J U D G M E N T

On this 14th day of March, 1956, the above-entitled action coming on for hearing, the plaintiff appearing by B. Hayden Crawford, United States Attorney, and John Morley, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants appearing not, but having heretofore by their answer admitted as true all the allegations of the plaintiff's complaint, and the court having heard the evidence of the plaintiff and having examined the file finds:

All of the allegations of plaintiff's complaint are true; that on May 13, 1953, 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 \$2,874.50 to F & R Builders, Ponca City, Oklahoma; 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 \$2,141.60 principal, with interest thereon at the rate of 6% per annum from November 29, 1953.

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

The court further finds that the note was given for the purpose of paying for permanent improvements on property located in Webb City, Oklahoma, more particularly described as:

Lots 18 and 19, in Block 10 of the Original Town of Webb City, Oklahoma,

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

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED by the court that this plaintiff have judgment against the defendants, James O. Miller and Vivian Miller, husband and wife, for the sum of \$2,141.60, principal, plus interest on the principal sum at the rate of 6% per annum from November 29, 1953, until paid in full, and for its costs; and that the United States Marshal be, and he is hereby authorized to levy execution on the above described premises.

15 Royce H. Savage

U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

No. 3695 Civil

Standard Magnesium Corporation,
a Kansas Corporation,

Defendant.

FILED

MAR 19 1956

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

AMENDED JUDGMENT

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the judgment entered March 5, 1956, against the defendant, Standard Magnesium Corporation, a Kansas Corporation, which judgment was in favor of the plaintiff and against the defendant for a sum of money in the amount of \$6,553.90 with interest at 6% per annum until paid be and is hereby amended so that the plaintiff have judgment against the defendant, Standard Magnesium Corporation, a Kansas Corporation, in the amount of \$8,405.78, together with interest from March 5, 1956, at the rate of 6% per annum until paid, and for its costs.

Dated this 19th day of March, 1956.

[Signature]
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Oklahoma Turnpike Authority,

Plaintiff,

vs.

32.87 acres of land in sections Four (4),
and Five (5), Township 27 North, Range
1 East, Ottawa County, Oklahoma, Robert
Mitchell, Jr., et al.,

Defendants.

NO. 5715 - CIVIL

FILED

MAR 19 1956

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

ORDER OF DISMISSAL

Parliament to action duly filed by the Oklahoma Turnpike Authority
in the above styled cause, praying for an order of dismissal on the grounds
that the cause of action has become moot, and out of court voluntary settle-
ment having been effected by the land owners giving a deed duly approved by
the United States Department of the Interior to the premises described in
this action,

IT IS, THEREFORE, ORDERED that this action be and the same hereby
is dismissed.

DATED this 19th day of March, 1956.

[Signature]
U. S. DISTRICT JUDGE

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

W. O. DIXON, d/b/a)
PERRAULT EQUIPMENT COMPANY,)
)
Plaintiff,)
)
-vs-)
)
J. C. COOPER, d/b/a)
UNITED PIPE PROTECTION COMPANY,)
)
Defendant.)

No. 3795

FILED

MAR 19 1956

JOURNAL ENTRY OF JUDGMENT NOBLE C. HOOD
Clerk, U.S. District Court

This cause coming on to be heard this 27th day of February, 1956, plaintiff being present by his attorneys, Joe N. Shidler and William J. Threadgill, and the said defendant, J. C. Cooper, being present in person and by his attorney, A. D. Mason; upon the calling of said case for trial the said plaintiff announced ready. Thereupon the said defendant, by himself and also through his attorney, admitted that the amount claimed in the petition of plaintiff is justly due and owing by said defendant to the plaintiff. That said defendant by himself and by his attorney, in open Court, confessed judgment for the amount prayed in plaintiff's petition upon the cause of action therein set forth. The Court, being fully advised, finds that judgment should be entered for the plaintiff upon such confession.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that plaintiff have and recover from the defendant the sum of \$11,695.30, with interest at the rate of six per cent per annum from and after the 1st day of August, 1954, together with costs of this action. For all of which let execution issue.

Joyce H. ...
UNITED STATES DISTRICT JUDGE

OK as to form
A.D. Mason
Attorney for defendant
Wm. J. Threadgill
Attorney for plaintiff

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

United States of America,)
)
 Plaintiff,)
 vs.)
)
 Nina H. Linch and A. D. Linch,)
)
 Defendants.)

NO. 3819 - CIVIL

FILED

MAR 20 1956

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

J U D G E M E N T

Pursuant to the Findings of Fact and Conclusions of Law filed here-
in:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that as against the
defendant, A. D. Linch, the plaintiff shall receive and that the plaintiff have
judgment against the defendant, Nina H. Linch, in the amount of \$1,253.28,
with interest from this date at the rate of 6% per annum until paid and for
its costs herein.

DATE: this 20 day of March, 1956.

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

district of Oklahoma, IT IS ORDERED, ADJUDGED AND DECREED that the details of all persons be and the same are entered herewith and

The Court being fully advised on the premises, it is so like action further ORDERED, ADJUDGED AND DECREED that the 5 Cases and 2 Bottles of an article labeled in part: (btl) "*** Merit Pure Apple Juice Concentrate *** One Quart ***" (pamphlet tied to each bottle) "Tempting Apple Concentrate", so seized are misbranded within the meaning of said Act, 21 U.S.C. 354(a), in that its labeling, namely, the pamphlet tied to each bottle designated "Tempting Apple Concentrate", contains statements which represent and suggest that the article is effective as detoxifier and to prevent the basic cause of disease, the adverse effects of toxins in the body due to (1) disturbed metabolism; (2) to the ingestion of decomposed foods, of foods containing deleterious chemicals, and of drugs; and (3) to bacterial invasions of the U.S. and to prevent ecchymoses and pains, irritability and general malaise, degenerative changes of the mucous membranes and connective tissues, symptoms of arthritis and rheumatism, blood disorders, and the premature emptying of the uterus, which statements are false and misleading since the article is not effective for the purposes stated and is not capable of preventing the conditions stated and implied, 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.

Dated and signed 23rd day of March, 1950.

104 George H. Jones
U.S. DISTRICT JUDGE

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

State of Oklahoma, ex rel
Department of Highways of the
State of Oklahoma

Petitioner

vs.

NO. 3796

Certain Parcels of land in Ottawa County,
Oklahoma, containing approximately 0.40
acres, more or less; The United States
of America; Jasper R. Millhollin; Gladys
Buttram nee Millhollin; Vivian Gokey nee
Brock nee Millhollin; Jessie Strickland
nee Millhollin; Jasper Millhollin; Joshua
Millhollin; Virgil Millhollin, Payton
Millhollin and Clayton Millhollin, if
living and if deceased the unknown heirs,
executors, administrators, trustees,
legatees, devisees, creditors and assigns,
immediate and remote and their spouses, if
any, of each of Virgil Millhollin, Payton
Millhollin and Clayton Millhollin

Defendants

FILED

MAR 23 1956

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

JOURNAL ENTRY

Now on this 23 day of March, 1956, this matter comes on for
the consideration of the court, plaintiff appearing by its attorney,
Finis O. Stewart, and the defendants the United States of America
appears by E. Hayden Crawford, United States Attorney for the Northern
District of Oklahoma and by Charles H. Froeh, Assistant, who also appear
for the defendants, Jasper R. Millhollin, Gladys Buttram, nee Millhollin,
Vivian Gokey, nee Brock, nee Millhollin, Jessie Strickland, nee Millhollin,
Jasper Millhollin, Joshua Millhollin, Virgil Millhollin, Payton Millhollin
and Clayton Millhollin, who is now known as Jerry Eugene Snelling.
Charles H. Froeh also appears as guardian ad litem for Virgil Millhollin
and Jerry Eugene Snelling, nee Clayton Millhollin. Plaintiff moves the
court to enter a judgment vesting plaintiff with a perpetual use for
public highway purposes of:

(SEE NEXT PAGE)

Easement No. 9
FAP-F-379(3)
10-58-24

Jasper R. Millhollin et al

A strip, piece or parcel of land lying in Lot 4 (part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 14, Township 27 N, Range 24 E, Ottawa County, Oklahoma. Said parcel of land being described by metes and bounds as follow:

Beginning at the point where the present East right-of-way line of U. S. Highway No. 60 intersects the North line of said Lot 4 a distance of 40 feet East of the NW corner of said Lot 4, thence South along said right-of-way line a distance of 817.1 feet, to a point on the South line of said Lot 4, 40 feet East of the SW corner of said Lot 4, thence East along said South line a distance of 21.2 feet, thence N 0°13'W a distance of 817.1 feet to a point on the North line of said Lot 4, thence West along said North line a distance of 21.5 feet to point of beginning.

Containing 0.10 acres, more or less.

and for an order confirming and approving the appropriation made by plaintiff in this cause, and distributing the award money.

Thereupon, the court proceeded to hear and pass upon said motion, and finds that:

(1) Each and all the allegations of plaintiffs petition are true and the State of Oklahoma is entitled to acquire the said use in said property for the purposes set forth therein.

(2) That the defendants, save the United States of America, are restricted Indian wards of the United States of America. That the within described property is held in trust by the United States of America for the benefit of said Indian wards, heirs of Louisa Dougherty, Allottee No. 23 (2nd) of the Eastern Shawnee Tribe in Oklahoma. That said allottee died intestate on the 15th day of August, 1939. That her heirs were, by the Secretary of the Department of Interior determined to be:

Jasper R. Millhollin
Gladys Millhollin (Buttram)
Vivian Millhollin (Brock)
Jessie Millhollin (Strickland)
Jasper Millhollin
Joshua Millhollin
Virgil Millhollin
Payton Millhollin
Clayton Millhollin

(3) That Payton Millhollin, who was born July 28, 1939, died in October, of 1939. That Clayton Millhollin, another defendant, was adopted March 31, 1942, by Eugene Wauhiliou Snelling, 119 S. Muskogee, Claremore, Oklahoma, and that such defendant's name was changed to Jerry Eugene Snelling.

(4) That plaintiff instituted this condemnation proceeding; October 24, 1955, and that notice to defendants was regularly and properly obtained; that on the 7th day of December, 1955, regularly appointed condemnation commissioners filed their report herein, assessing plaintiff the sum of one hundred and no/100 (\$100.00) dollars for the value of the land taken and all damages occasioned thereby. The land taken is as follows:

(SEE NEXT PAGE)

Easement No. 9
FAP-F-379(3)
10-58-24

Jasper R. Millhollin et al.

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Containing 0.40 acres, more or less.

IT IS WHEREFORE BY THE COURT ORDERED, ADJUDGED AND APPROVED that the defendants hereinafter named do have and receive judgment of and from the plaintiff in the total sum of One hundred and no/100 (\$100.00) dollars, which includes interest. It is further ordered that the sum of One hundred and no/100 (\$100.00) dollars deposited by plaintiff with the registry of this court on February 1, 1956, shall be distributed to the defendants as follows:

	<u>Interest</u>	<u>Amount</u>
Jasper R. Millhollin	7/21	\$ 33.34
Gladys Buttram nee Millhollin	2/21	9.52
Vivian Cokey nee Brock nee Millhollin	2/21	9.52
Jessie Strickland nee Millhollin	2/21	9.52
Jasper Millhollin	2/21	9.52
Joshua Millhollin	2/21	9.52
Virgil Millhollin	2/21	9.53
Jerzy Eugene Snelling nee Clayton Millhollin	2/21	9.53
		<u>\$100.00</u>

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiffs appropriation of the following described property to-wit:

(SEE NEXT PAGE)

Easement No. 9
FAP-F-379(3)
10-58-24

Jasper R. Millhollin et al

A strip, piece or parcel of land lying in Lot 4 (part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 14, Township 27 N, Range 24 E, Ottawa County, Oklahoma. Said parcel of land being described by metes and bounds as follow:

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Containing 0.40 acres, more or less.

be adjudged complete and final and that the appropriation by this plaintiff in this condemnation proceeding is approved and confirmed.

Royce H. Savage
JUDGE ROYCE H. SAVAGE

APPROVED AS TO FORM:

Tim D. Stewart
of Counsel for Petitioner

B. Hayden Crawford
United States Attorney
of Counsel for the United States of
America for the Northern District of
Oklahoma for defendants

Charles H. Froeb
Guardian Ad Litem for Minor Defendants,
Virgil Millhollin and Jerry Eugene
Suelling