

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

W. M. JONES,

Plaintiff

vs

No. 3843

BANKOFF PIPE AND SUPPLY COMPANY,
a co-partnership composed of
JULIUS M. BANKOFF and MAX
BANKOFF,

Defendants

FILED

JUN 4 1956

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

JOURNAL ENTRY OF JUDGMENT

This matter coming on for hearing this 19th day of April, 1956, pursuant to regular assignment, the parties appearing in person and by their respective counsel and the court, after having heard evidence therein, continued the matter for decision until the 31st day of May, 1956, whereupon the court made and entered its findings of fact and conclusions of law adverse to the plaintiff herein.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said plaintiff have and recover nothing by virtue of said complaint, and judgment is rendered in favor of the defendants herein.

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

*Ok.
Simple
atty. for Plaintiff*

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Elmer Lee Stoneburner,

Defendant.

No. M. 120

FILED

MAY 31 1956

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

ORDER DISMISSING COMPLAINT

NOW on this 25th day of May, 1956, this matter coming on for hearing upon statement of Russell H. Smith, Assistant United States Attorney, for the Northern District of Oklahoma, to dismiss the complaint filed in this Court against Elmer Lee Stoneburner, and the Court being fully advised in the premises finds:

That a complaint was filed against the above-named defendant before United States Commissioner E. Lawton Bragg on May 14, 1956, sworn to by John H. Stocking, Alcohol and Tobacco Tax Agent, Tulsa, Oklahoma, charging the defendant with violating Title 26, U.S.C.A., Section 5606, in that on or about May 12, 1956, on premises located about six (6) miles southwest of Leach, Oklahoma, in the Northern District of Oklahoma, he did carry on the business of a distiller without having given bond as required by law; that subsequent to the filing of this complaint, it was ascertained that the complaint should be dismissed, since custody and control of the still and premises was in Clarence William Stoneburner who has entered a plea of guilty in Criminal No. 12819; that Elmer Lee Stoneburner was present at the still site but had no custody or control thereof.

IT IS, THEREFORE, ORDERED that the above Federal complaint be dismissed in the above captioned cause.

Royce H. Strong
United States District Judge

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

MARY FAYE WELCH,)
Plaintiff,)
vs.)
LAWRENCE EARL ZANE, et al,)
Defendants,)
and)
SOUTHWESTERN FIRE & CASUALTY)
COMPANY, a corporation,)
Garnishee.)

No. 3847-Civil

FILED

JUN - 6 1956

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

JOURNAL ENTRY OF JUDGMENT

This cause coming on to be heard this 21st day of May, 1956, pursuant to regular assignment for trial, on issues joined on the garnishment affidavit of plaintiff and the answer of garnishee, Southwestern Fire & Casualty Company, a corporation, the said plaintiff being present by her attorneys, Trower, Ferguson & Gaither by Harlan S. Trower, and the said garnishee by its attorneys, Looney, Watts, Looney, Welch, Hamill & Nichols, and Hudson, Hudson & Wheaton by Norma Wheaton; and both parties announcing ready for trial before the court, the plaintiff introduced her evidence and rested, the garnishee introduced no evidence, and the court, having examined the pleadings, heard the evidence and being fully advised, on consideration, finds that the plaintiff has sustained the allegations of her garnishment affidavit and cause of action against said garnishee and is entitled to judgment accordingly.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that the said plaintiff, Mary Faye Welch, have and recover of the garnishee, Southwestern Fire & Casualty Company, a corporation, the sum of \$5,000.00, with interest thereon at 6% per annum from the 17th day of March, 1955, the date of the judgment in the District Court of Tulsa County, Oklahoma, in favor of plaintiff and against the above-named defendant, Lawrence Earl Zane, until paid, and for the costs of action No. 87361, Tulsa County District Court taxed

at \$49.35, and for the further costs of this action, for all of which let
execution issue.

Royce H. Savage
Judge

O.K.

TROWER, FERGUSON & GAITHER

By [Signature]
Attorneys for Plaintiff

O.K.

LOONEY, WATTS, LOONEY, WELCH, HAMILL & NICHOLS

HUDSON, HUDSON & WHEATON

By [Signature]
Attorneys for Garnishee

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 3903

One 1954 Cadillac Coupe,
Motor No. 546249677,
One 1955 Oldsmobile Coach,
Motor No. 557K3020,
One 1954 Buick Riviera Coupe,
Motor No. V6730686,
One 1946 Ford Coupe,
Motor No. 99A-862945,
One 1950 Ford Sedan,
Motor No. BOMP-174315,
and their tools and
appurtenances,

Respondents,

Clyde A. Nichols,
Lucille Gertrude Nichols,
Deloris Oakley,
John R. Pugh,
First National Bank,
Tulsa City, Oklahoma,
Associate Discount Corporation,
Tulsa, Oklahoma,
J. C. Roland,
Charles Bill Lubbes,
Jean Lubbes,
Harold Morton, Jr.,
Jerome Leo Hughes, and
Donald Nichols,

Claimants.

FILED
JUN 18 1956
NOBLE C. HOOD
Clerk, U.S. District Court

ORDER CONFIRMING SALE

NOW, on this 7th day of June, 1956, there being presented to the court the return of the United States Marshal's sale made in the above case, pursuant to judgment heretofore entered, and plaintiff appearing by B. Hayden Crawford, United States Attorney, and Russell H. Smith, Assistant United States Attorney, for the Northern District of Oklahoma, and no one appearing in opposition thereto, the court finds that the United States Marshal for the Northern District of Oklahoma did advertise for sale, according to law, and did sell at public auction, as directed by the judgment of this court, One 1946 Ford Coupe, Motor No. 99A-862945, and One 1950 Ford Sedan, Motor No. BOMP-174315, which said automobiles had been seized as the property of Clyde A. Nichols, and the same were sold at the time specified in said public notice at public auction to Clyde Turner on behalf of Turner-Buckley Used Cars, 2401 South Quannah, Tulsa, Oklahoma, for the sum of \$40.00, he being the highest and best bidder therefor, and said sale being valid

should be confirmed.

IT IS THEREFORE ORDERED AND DECREED by the court that said sale of said above described automobiles to Clyde Turner on behalf of Turner-Buckley Used Cars be and the same is hereby confirmed and the title to said automobiles vested in Turner-Buckley Used Cars, 2401 South Quanah, Tulsa, Oklahoma, and the United States Marshal disburse the proceeds of said sale:

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

Royce H. [Signature]
UNITED STATES DISTRICT JUDGE

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

Midland Valley Railroad Company,
a corporation,

Plaintiff,

vs.

City of Pawhuska, Oklahoma,
a municipal corporation,

Defendant.

No. 3370 Civil.

FILED

JUN 11 1956

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

O R D E R

It being shown to the court that the parties to this cause have obtained an order from the Corporation Commission of the State of Oklahoma in Case No. 20891, being Order No. 32573, under date of May 28, 1956, granting the application of the City of Pawhuska to open Prudon Street as a public crossing, subject to the contract of settlement filed with said Corporation Commission and in accordance therewith, and that the litigation between the parties has been amicably settled and it was agreed in said agreement that the permanent injunction in the above entitled cause should be vacated, and the bond given by the City of Pawhuska exonerated, and for good cause shown, it is

ORDERED that the permanent injunction herein and the order modifying the same be, and they are hereby vacated and set aside, and the bond given by the City of Pawhuska in this case be, and it is hereby exonerated and said City of Pawhuska and the surety on said bond are hereby relieved of all liability thereunder.

Dated this 11th day of June, 1956.

Approved: _____
District Judge

James D. Gibson
Attorney for Midland Valley Railroad Co.

Matthew L. Kane

Frank T. Hasty

Geo. F. Craig

Robert C. Holly
Attorneys for City of Pawhuska, Okla.

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

General Electric Company,
a corporation,

Plaintiff,

vs.

No. 3882-Civil

Regent Wholesale Jewelers, Inc.,
a corporation,

Defendant.

FILED

JUN 12 1956

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

ORDER OF DISMISSAL

This matter coming on for hearing upon the joint oral motion of plaintiff and defendant for an order dismissing this cause, without prejudice; and it appearing to the Court that this cause has been settled between the parties hereto.

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

DATED this 12 day of June, 1956.

By Royce H. Sarzgo

JUDGE

APPROVED FOR ENTRY:

Rainey, Flynn, Green & Anderson

By *G. F. Rainey*

Biddison & Rhean

By *Walter B. Biddison*

Attorneys for Plaintiff

Monnet, Hayes & Bullis

By *Claude Monnet*

Attorneys for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

No. 3902 Civil

17 Jars, more or less, of an article
labeled in part: "Topaz Brand Cream
Of The Tropics Honey With Royal Jelly
Wonder Food Of The Queen Bee Each tea-
spoonful contains approx. 100 mg. of
Royal Jelly *** Net Wt. 1 Lb. 8 Oz.***",

Claimant.

FILED

JUN 12 1956

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

DECREE OF CONDEMNATION

On April 6, 1956, a Libel of Information against the above described article was filed on behalf of the United States of America. The libel alleged that the article proceeded against "was misbranded" while held for sale after shipment in interstate commerce, and that the article in question is a new drug which may not be introduced or delivered for introduction into interstate commerce, in violation of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. 321(g), within the meaning of 21 U.S.C. 352(a), since an application filed pursuant to 21 U.S.C. 355(b) is not effective with respect to such drug, and that its labeling, namely, the reprint entitled "Royal Jelly by R. B. Willson," accompanying said article contained statements which represent and suggestion that the article is an adequate and effective treatment for nervous and glandular disorders, including aging, cerebral neuritis, arthritis, autointoxication from tobacco, asthma, failing eyesight, sterility in women, impotence in men, and deficient lactation in women, which statements are false and misleading since the article is not an adequate and effective treatment for such conditions.

It appearing that process was duly issued herein and returned according to law; that notice of the seizure of the above described article was given according to law; that the United States Marshal for the Northern District of Oklahoma seized 3 Jars of such article and no persons have appeared or interposed a claim before the return day named in said process, EXCEPT Mrs. B. L. Akin, d/b/a Akin Natural Foods, of Tulsa, Oklahoma, who filed a response hereto on April 30, 1956, and who subsequently, with approval of this court, filed a dismissal of this response on June 6, 1956.

NOW, THEREFORE, on motion of B. Hayden Crawford, United States Attorney, and John Morley, Assistant United States Attorney, for the Northern District of Oklahoma, IT IS ORDERED, ADJUDGED AND DECREED that the defaults of all persons be and the same

are entered herein; and

The court being fully advised in the premises, it is on like motion further ORDERED, ADJUDGED AND DECREED that the 3 Jars of an article labeled in part: "Topaz Brand Cream Of The Tropics Honey With Royal Jelly Wonder Food Of The Queen Bee Each teaspoonful contains approx. 100 mg. of Royal Jelly *** Net Wt. 1 Lb. 8 Oz. ***" so seized are misbranded within the meaning of said Act, 21 U.S.C. 352(a), in that its labeling, namely, the reprint entitled "Royal Jelly by R. B. Willson," accompanying said article, contains statements which represent and suggest that the article is an adequate and effective treatment for nervous and glandular disorders, including aging, cerebral neuritis, arthritis, autointoxication from tobacco, asthma, failing eyesight, sterility in women, impotence in men, and deficient lactation in women, which statements are false and misleading since the article is not an adequate and effective treatment for such conditions, 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 11th day of June, 1956.

(s) Joyce H. Swonger
UNITED STATES DISTRICT JUDGE

IN THE DISTRICT COURT OF THE UNITED STATES

NORTHERN DISTRICT OF OKLAHOMA

AMERDMEN PETROLEUM CORPORATION, a
corporation, and JOSEPH P. KENNEDY,

Plaintiffs,

vs.

MAUD D. SELLERS, D. C. SELLERS, JR.,
JANICE SELLERS CROUCH, MIRIAM SELLERS
LAPHAM, HUGH ALLEN SELLERS, JACK B.
SELLERS, WILLIAM CHARLES SELLERS and
JAMES A. SELLERS and RICHARD ALLEN
SELLERS, D. C. SELLERS, JR., and JANICE
SELLERS CROUCH, co-executors of the
Estate of D. C. Sellers, Sr., deceased,
and J.H.A. DUMAS, MRS. DIANA HIRSCH,
C. F. URSCHEL, CHARLES F. URSCHEL, JR.,
and JOHNIE W. SCHULLER,

Defendants.

No. 3797

FILED

MAY 18 1956

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

ORDER NUNC PRO TUNC

The above matter coming on to be heard before me the under-
signed Judge of said court on this 2nd day of May,
1956, upon application of plaintiffs for an Order Nunc Pro Tunc
herein correcting the Journal Entry of Judgment entered in said
cause on the 2nd day of May, 1956, and
the court having heard the statements of counsel and having
examined the pleadings filed in said cause and being satisfied
that by clerical error, it was recited in said Journal Entry
that the land affected thereby was located in Township 10 North,
Range 8 East, Creek County, Oklahoma, instead of Township 17 North,
Range 8 East, and it appearing that the proceedings are regular
and that said mistake should be corrected, it is, therefore,
ordered, adjudged and decreed that the Journal Entry of Judgment
entered herein on the 2nd day of May, 1956
be corrected as of this date to show the correct description of
the lands affected by said cause, which correct description is
as follows, to-wit:

The SW/4 of Section 27 and the SE/4 of the
SE/4 of Section 28, all in T17N, R8E,
Creek County, Oklahoma.

Royce N. Savage
Royce Savage
District Judge

HBW:kt
6/7/56

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
Plaintiff,)
vs.)
Sim Leslie and)
Lucille Leslie,)
Defendants.)

Civil No. 3901

FILED

JUNE 4 1956

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

J U D G M E N T

On this 13th day of June 1956, the above-entitled action coming on for hearing, the plaintiff, appearing by B. Hayden Crawford, United States Attorney, and Russell H. Smith, Assistant U. S. Attorney, for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all the allegations of plaintiff's complaint are true, and that the defendants, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, on November 6, 1953, did execute and deliver their written promissory note in the sum of \$1,092.31 to O. E. Higgins, d/b/a Cut Rate Mill & Lumber, Turley, Oklahoma; that the defendants, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, on January 10, 1955, did execute and deliver their written promissory note in the sum of \$1,149.80 to Economy Lumber Company, Tulsa, Oklahoma; and that defendants defaulted in the payments on the notes. In accordance with the provisions of the above Act, the notes were thereafter assigned to the plaintiff, and there is now due and owing upon the notes the sum of \$1,576.37 with interest on the principal sum of \$592.34 at the rate of six per cent (6%) per annum from February 26, 1955, and with interest on the principal sum of \$984.03 at the rate of six per cent (6%) per annum from March 18, 1955.

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.

The Court further finds that the notes were given for the purpose of paying for permanent improvements upon the homestead occupied by the defendants, Sim Leslie and Lucille Leslie, 2806 East Apache, Tulsa, Oklahoma, more particularly described as:

West 98 feet of north 150 feet, less right-of-way of that tract of land described by metes and bounds as follows:

Beginning at a point 2,305 feet east of northwest corner of Section 29, Township 20, Range 13, Tulsa County, Oklahoma; thence south a distance of 667 feet; thence east a distance of 167.5 feet; thence north a distance of 667 feet; thence west a distance of 167.5 feet to the point of beginning, containing 2.5 acres,

that the plaintiff is entitled to a lien upon the above-described premises, and by reason thereof, plaintiff is entitled to levy execution upon the premises for the collection of this judgment.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the plaintiff have judgment against the defendants, Sim Leslie and Lucille Leslie, for the sum of \$1,576.37, with interest on the principal sum of \$592.34 at the rate of six per cent (6%) per annum from February 26, 1955, and with interest on the principal sum of \$984.03 at the rate of six per cent (6%) per annum from March 18, 1955, and for its costs; that the plaintiff have a lien upon the above-described premises for said sum; and that the United States Marshal be and is hereby authorized to levy execution upon the above-described premises.

George P. Swann
United States District Judge

IN SENATE, DISTRICT COURT OF THE NORTHERN DISTRICT
OF OKLAHOMA

Robert L. Curtis, and
Linda Curtis,
Plaintiffs,
-vs-

Eustace Richard, Jr., an incompetent,
George W. Widman, Guardian;
Leona Richard Fox, an incompetent,
W. G. Lynn, Guardian;
Haina Urquhart, now Richard;
Euan Urquhart;
F. B. Billington;
Martha Madira Andrews and
Bert A. Andrews;
Roberta Wright McCain and J.S. McCain;
Viola Christine Tolstosh, now Berryhill;
Melon Miller, now Johnson;
Betty Joe Howell;
Lester H. Howell, and
Miss Ruth Howell, Basil H. Smith; and
Ernest Smith,
Defendants.

FILED

JUN 10 1956

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

No. 3875

ORDER FOR PARTITION

This cause came on for trial before the Court on the
_____ day of _____, 1956, pursuant to regular adjournment
thereof on the docket of this Court, the plaintiffs, Robert L.
Curtis and Linda Curtis, appearing by their attorney, Creechore
Wallace; and the defendants, Eustace Richard Jr., incompetent,
George W. Widman, guardian, Leona Richard Fox, an incompetent,
W. G. Lynn, guardian, Haina Urquhart, now Richard, appearing by
their attorney, Lester Cook, United States Trial Attorney, under
section 1, of the act of Congress approved August 3, 1947; the de-
fendants Martha Madira Andrews, Roberta Wright McCain and J. S. Mc-
Cain, appearing by their attorneys of record, Antoinette Lecher; the
defendant, Basil H. Smith, appearing by his attorney, W. A. Harvey;
the defendants, Euan Urquhart and F. B. Billington, appeared not
but wholly via default.

Lawrence, United States of America, appeared by L.
Hayden Crawford, U.S. Attorney, and Russell H. Smith, Assistant
U.S. Attorney for the Northern District of Oklahoma, appearing;

In its own behalf and in behalf of the full-blood Creek Indians, parties to said action.

The defendants, Alice Child, the McIntosh, now Berryhill, Nelson Miller, George Stern, Forty De Howell, William L. Howell and Miss Sarah Howell, although duly served with summons, have not made an appearance in this cause; the defendant, Ernest Guthrie, having appeared pro se and filed a disclaimer; therefore all parties appearing herein introduced evidence in support of their respective claims and proceedings and the court having heard the evidence, the argument of counsel and being well and sufficiently advised in the premises, finds:

That the plaintiffs and certain defendants named herein are the owners, jointly, of the following described real estate situated in Creek County, Oklahoma:

The South Half (1/2) of the Northeast Quarter (1/4) and Lots One (1) and Two (2) all in Section 5, Township 17 North, Range 7 West;

and that said land are owned by the plaintiffs and the defendants herein in the following proportions, to-wit:

- Plaintiff, Herbert L. Curtis, 1/15 interest in mineral rights and 1/5 interest in the surface rights;
- Plaintiff, Maria Curtis, an undivided 1/5 interest in mineral rights and an undivided 1/5 interest in the surface rights;
- Defendant, George Stern, an undivided 1/5 interest in mineral rights;
- Defendant, William L. Howell, an undivided 1/5 interest in mineral rights;
- Defendant, Ernest Guthrie, an undivided 1/5 interest in mineral rights;
- Defendant, Alice Child, an undivided 1/5 interest in mineral rights;
- Defendant, Forty De Howell, an undivided 1/5 interest in mineral rights;
- Defendant, William L. Howell, an undivided 1/5 interest in mineral rights;
- Defendant, Miss Sarah Howell, an undivided 1/5 interest in mineral rights.

The court further finds that the above described property was allotted to the defendant, George Stern, on the approved rolls of the civilized tribes; and the title between

Richard Reid White, a resident of McIntosh County, Georgia, on the 1st day of March, 1931, a certain one above-described property and claim based on the legatee of said estate and will in the proportions which they would have received had the said estate Richard Reid White, said heirs, defendants, Rhina Richard, now Freeman, now Richard, now Fox, Walter Richard, Jr., are full-blood Creek Indians, now defunct, now deceased, now dead, one of the heirs, is a controlled freed Indian of one-half blood. The other parties defendants named herein do not have any Indian blood and are not subject to any of the laws of said State applicable to the members of the Five Civilized Tribes.

The said parties, namely, Rhina Richard, Rhina Christine McIntosh, now Berryhill, Helen Miller, now Astern, next, Jo Howell, next, John A. Brown, John Trickett, and John A. Howell, have no right, title, or interest in and to the above-described property.

The court further finds that it is the legal title of the parties named herein that said lands are subject to taxation and that it is the best and interest of all of the parties named herein that said lands be part sold.

It is the court's order, therefore, that the said parties by the court shall have all the same herein and the defendants herein be and they are ordered to pay the costs of this litigation and the said parties are ordered to pay the costs of this litigation and to set out of said costs the sum of \$100.00.

It is the court's order, therefore, that the shares of the aforesaid property and their respective interest in said lands be and the same be sold by auction; that the title of said lands be made accordingly; the Messrs. Hubert Bell and LeRoy Bell and Jack Schickman, of Creek County, are hereby appointed commissioners, and their taking the same prescribed by law shall proceed in due order and report the same as required by law.

/s/ ROYCE H. SAVAGE

 District Court, District Judge

O.K.:

/s/ CREEKMORE WALLACE
Creekmore Wall Co,
ATTORNEY FOR DEFENDICES:

/s/ LUSTER COOK
Luster Cook, U. S. Trial Attorney,
ATTORNEY FOR DEFENDANTS, Eastman
Richard, Jr., Incompetent, George
W. Stidham, Guardian; Leona Richard
Fox, Incompetent, G. O. Lynn, Guardian;
and Rhina Urquhart, nee Richard;

/s/ ANTHIS AND GOTCHER
Anthis & Gotcher,
ATTORNEYS FOR DEFENDANTS, Marsha Nadine
Andrews, Rebecca Wright McCain and J.
S. McCain;

/s/ H. W. CARVER
H. W. Carver
ATTORNEY FOR DEFENDANT, Basil R. Smith

United States of America, Intervenor
By --Harold S. Crawford, ECDA

By /s/ RUSSELL H. SMITH
Russell H. Smith, Assistant United
States District Attorney

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

NEW AMSTERDAM CASUALTY COMPANY,)
a New York corporation,)
)
Plaintiff,)
)
vs.)
)
G. G. GRIFFIS, INC., a)
Delaware corporation,)
)
Defendant.)

NO. 3735-Civil

FILED
IN OPEN COURT
JUN 20 1956

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

J U D G M E N T

Now on this day of June, 1956, the above cause comes on regularly for trial pursuant to previous assignment. The parties appeared by their respective counsel of record, and the court having considered statement of counsel and evidence offered and introduced, finds that plaintiff is entitled to judgment against the defendant in the sum of \$27,651.98, with interest thereon at the rate of six per cent (6%) per annum from the 22nd day of April, 1955, together with all costs of the action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the plaintiff have and recover of and from the defendant the sum of \$27,651.98 with interest thereon from the 22nd day of April, 1955 until paid at the rate of six per cent (6%) per annum, together with all costs of the action.

18/ Royce H. Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

C. Ed Bankendorf, d/b/a Sun Bearing Supply,
Plaintiff,

vs.

United States of America,
Defendant.

NO. 995 - CIVIL

FILED

JUN 22 1956

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

J U D G M E N T

Now, on this 22nd day of June, 1956, judgment is hereby entered
in favor of the United States of America and against the plaintiff, pursuant
to and in conformity with the findings of fact and conclusions of law filed
herein.

George H. Savage
U. S. DISTRICT JUDGE

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

Homer L. Rose,)
Plaintiff)
-vs-)
St. Louis-San Francisco Railway) No. 3874 C
Company, a corporation.)
Defendant)

FILED

JUN 22 1956

ORDER OF DISMISSAL

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

On this 22nd day of June, 1956, it appearing that Motion to Dismiss has been filed by the plaintiff in the above entitled cause, said cause having been fully compromised, settled and adjusted by the parties herein;

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


District Judge

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

* * * * *

THE OHIO PAPER COMPANY, An)
Ohio Corporation,)
)
Plaintiff,)
)
-vs-)
)
CHARLES NORRIS and BILL WILLIAMS,)
Co-Partners, Doing Business as SOONER)
WHOLESALE LUMBER COMPANY,)
)
Defendants.)

No. 3932 Civil

FILED

JUN 25 1956

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

JUDGMENT BY DEFAULT UPON APPLICATION
TO CLERK

Upon application of plaintiff, and examination of the records herein, the defendants Sooner Wholesale Lumber Company, a co-partnership, composed of Charles Norris and Bill Williams, co-partners, having been regularly served with summons and complaint, and having failed to plead or otherwise defend herein, the legal time for pleading or otherwise defending having expired and the default of said defendant Sooner Wholesale Lumber Company, a co-partnership composed of Charles Norris and Bill Williams, co-partners, in the premises having been duly entered according to law, a judgment is hereby entered as against the said defendant Sooner Wholesale Lumber Company, a co-partnership composed of Charles Norris and Bill Williams, co-partners, in pursuance of the prayer of said complaint.

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

IT IS ORDERED, ADJUDGED AND DECREED, that the said plaintiff do have and recover of the said defendant Sooner Wholesale Lumber Company, a co-partnership composed of Charles Norris and Bill Williams, co-partners, the sum of \$3,004.75, with interest thereon at the rate of 6% per annum from the date hereof, until paid, together with said plaintiff's costs and disbursements incurred in this action, amounting to the sum of \$ _____, and that the plaintiff have execution therefor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that execution issue as against said defendant, Sooner Wholesale Lumber Company, a co-partnership, and that the joint property of such partnership be subjected to the payment of the judgment herein granted.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that if execution against the assets of said partnership be returned "no property found", or if, in whole or in part, the assets of said partnership, Sooner Wholesale Lumber Company, shall be insufficient to satisfy the judgment herein, then,

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED, that plaintiff have judgment, and is hereby granted judgment, for such deficiency, if any, as shall remain unpaid, as against Charles Norris, one of the co-partners, individually, and that execution issue as against the said Charles Norris, for that portion or all of said judgment which shall remain unsatisfied.

Judgment rendered this 25th day of June, 1956.

Noble C. Hood, Clerk of the United States
District Court, Northern District of Oklahoma

By: M. H. [Signature]
Deputy Court Clerk

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Fred E. Gover
Box 658
Commerce, Oklahoma,

Defendant.

Civil No. 3788

FILED
IN OPEN COURT

JUN 26 1956

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

J U D G M E N T

On this 26th day of June 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 defendant appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer is and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that the defendant was indebted to the plaintiff in the sum of \$402.58, plus interest at six per cent (6%) per annum on the principal sum of \$115 from February 28, 1955, until paid; that there remains a balance due, owing, and unpaid in the amount of \$386.33, plus interest at six per cent (6%) on the principal sum of \$17.75 from March 31, 1956, until paid.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, Fred E. Gover, for the sum of \$386.33, principal, plus interest at six per cent (6%) per annum on the principal sum of \$17.75 from March 31, 1956, until paid, and for the costs of this action.

Russell H. Smith
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
) Plaintiff,)
 vs.)
)
 Louis H. Moses and Sarah L. Moses,)
)
) Defendants.)

Civil No. 3350

FILED

JUN 26 1956

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

J U D G M E N T

On this 26th day of June 1956, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, Assistant U.S. Attorney, for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer is and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that the defendants were indebted to the plaintiff in the sum of \$260.20, with interest thereon at six per cent (6%) per annum from May 17, 1949; that the defendants were further indebted to the plaintiff in the sum of \$160.20, with interest thereon at six per cent (6%) per annum from August 14, 1948; that there remains a balance due, owing, and unpaid in the amount of \$76.57.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Louis H. Moses and Sarah L. Moses, for the sum of \$76.57, principal, plus interest at six per cent (6%) per annum, from date of judgment until paid, and for the costs of this action.


United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,
Plaintiff,
vs.
William M. Duncan,
Defendant.

Civil No. 3896

FILED

JUN 26 1956

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

J U D G M E N T

This cause coming on for hearing pursuant to motion of the United States of America, and it appearing to the court that at a pre-trial conference held May 22, 1956, that the defendant, William M. Duncan, admitted that he had no defense to the plaintiff's complaint and that the money sued for was in fact owed by him, and that he, the defendant, still had possession of the machinery covered under the Government's mortgage, and that he had wrongfully disposed by way of sale of the livestock covered by the Government's mortgage, and it further appearing to the court that the defendant and his attorney have consented to a judgment in this matter.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the United States of America have judgment against the defendant in the sum of \$1,659.58 principal, plus \$219.73 interest, plus interest on the principal at the rate of 5% from April 25, 1955, to date of this judgment, and 6% on \$1,976.37 from the date of this judgment until paid, plus costs; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the mortgage be foreclosed, and that the chattels covered by said mortgage, wherever found, be sold at private sale, without notice or appraisal, and that the proceeds of said sale be applied against the indebtedness to the plaintiff from the defendant and any excess sums remaining thereon accrue to the benefit of the defendant.

Dated this 26th day of June, 1956.

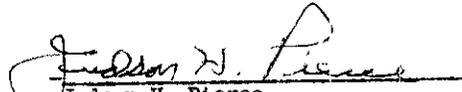
APPROVED:

B. Hayden Crawford
B. Hayden Crawford

Charles H. Froeb
Charles H. Froeb
Assistant U. S. Attorney
Attorneys for Plaintiff.

William M. Duncan
William M. Duncan, Defendant

E. Royer St. Swager
United States District Judge.


Judson H. Pierce
Attorney for Defendant.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

EMPLOYERS' LIABILITY ASSURANCE)
CORPORATION, Ltd. A Corp.)
vs. Plaintiff,)
STEEL TANK CONSTRUCTION COMPANY,)
A Corp. et al)
Defendant.)

Civil Action No. 3813

FILED

JUN 27 1956

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

S. R. P. H. A.

NOW, on this 27 day of June, 1956, there came on for hearing pursuant to regular assignment an oral motion of the parties to dismiss the above matter without prejudice.

The Court further finds that the issues contained in said cause are moot by reason of a settlement which has been effected.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, that the above matter be dismissed without prejudice.

by [Signature]
Judge

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

JUPITER INVESTORS, INC., a corporation,

Plaintiff,)

vs.)

CHRISTIAN REFORM NATIONAL BROTHERHOOD, INC., a corporation,

Defendant.)

No. 3774 Civil.

FILED

JUN 27 1956

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

ORDER OF DISMISSAL

Upon the motion of the plaintiff to dismiss the cause of action herein with prejudice, consented to by defendant, and said motion having been heard, it is ordered:

That this action should be and is hereby dismissed, with prejudice to the bringing of any future cause of action, the costs to be taxed to the defendant.

Royce H. Savage

Royce H. Savage, Judge of the U. S. District Court, Southern District of Oklahoma.

7/10
Lead
Att. Gen. Dept.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

JESSE J. LOWREY and
ROYAL INDEMNITY COMPANY,

Plaintiffs,

vs.

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY, et al,

Defendant.)

Civil No. 3720

FILED

JUN 27 1956

ORDER OF DISMISSAL

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

NOW on this 27 day of June, 1956, there came on for hearing pursuant to regular assignment motion of the plaintiffs and defendants and each of them to dismiss the above entitled cause with prejudice for the reason that all of the issues, claims and causes of action between the parties have been settled and compromised, and the Court finds that all issues, claims and causes of action have been settled and compromised.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above entitled cause and claims thereunder be and hereby are dismissed with prejudice.

12 Royal Savage
Judge of
UNITED STATES DISTRICT COURT

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

ROBBISON STEERING COMPANY,
a corporation,
Plaintiff,

vs.

F. W. HINRICHS, JR., indivi-
dually and F. W. HINRICHS, JR.,
d/b/a F. W. HINRICHS COMPANY,
and AMERICAN AUTOMOBILE INSURANCE
COMPANY, a corporation,
Defendants.

No. 3680

FILED

JUN 28 1956

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

ORDER DISMISSING COMPLAINT

This cause came on for hearing this 26th day of June, 1956, on the defendant, American Automobile Insurance Company's, Motion to Dismiss the action because the complaint fails to state a claim against said defendant upon which relief can be granted, and the Court having heard the argument of counsel and being fully advised.

IT IS ORDERED That the said defendant's motion be granted and that the complaint be and it is hereby dismissed; and plaintiff asking leave to amend its complaint,

IT IS FURTHER ORDERED That plaintiff be and it is hereby granted ten (10) days to amend its complaint, and the defendant granted ten (10) days thereafter within which to answer said amended complaint.

Royce H. Savage
District Judge

J. B. Marchant
Attorney for Defendant
American Automobile Insurance Company

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

RAYMOND DANIELSON,

Plaintiff,

-vs-

CESTIS PEKBT,

Defendant.

No. 3004 Civil

FILED

JUN 28 1956

NOBLE CLIFTON
Clerk, U.S. District Court

ORDER

Now, on this 28th day of June, 1956, the above entitled matter coming on for hearing upon the stipulation of the parties for dismissal with prejudice and it appearing to the court that the parties have settled said cause out of Court and have filed their written stipulation herein for dismissal with prejudice to a new action at the cost of the defendant but without attorneys' fees to either side, and the Court being well and sufficiently advised in the premises,

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

Boyce H. Savage
Judge

APPROVED:

Thomas J. Jones
Attorneys for Plaintiff
Tulsa, Oklahoma

G. C. Wallace

John B. Wallace

Ben C. Owens
Attorneys for Defendant
Miami, Oklahoma

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

ARVIN HARTMAN,

Plaintiff,

-vs-

CURTIS RICHMOND,

Defendant.)

No. 3905 Civil

FILED

JUN 28 1936

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

ORDER

Now, on this 28th day of June, 1936, the above entitled matter came on for hearing upon the stipulation of the parties for dismissal with prejudice and it appearing to the court that the parties have settled said cause out of Court and have filed their written stipulation herein for dismissal with prejudice to a new action at the cost of the defendant but without attorneys' fees to either side, and the Court being well and sufficiently advised in the premises,

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

W. Royce H. Savage
Judge

APPROVED:

[Signature]
Attorney for Plaintiff
Tulsa, Oklahoma

[Signature]
[Signature]
[Signature]
Attorneys for Defendant
Miami, Oklahoma

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

Russel Arnold,)
Plaintiff,)
vs.)
St. Louis-San Francisco)
Railway Company, a cor-)
poration, and Jess Furr,)
Defendants.)

No. 3947 Civil

FILED

JUN 29 1956

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

ORDER OF REMAND

Now on this 26th day of June, 1956, the above entitled cause comes on regularly for hearing upon motion to remand of the plaintiff, all parties appearing by their respective counsel. After reviewing the record and files in the case and hearing argument of counsel, the Court finds that this case was improperly removed to this Court which is without jurisdiction and the motion to remand should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the motion to remand of plaintiff herein be and the same is hereby sustained; that this case be and hereby is remanded to the District Court of Creek County, State of Oklahoma, from which it was improperly removed and that the Clerk transmit a copy of this Order to the Clerk of said state court, ~~together with the pleading filed herein by the removing defendant, being a motion to strike of the defendant, St. Louis-San Francisco Railway Company.~~

La Roy A. Savage
JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 3948

One 1956 Oldsmobile 88
4-door Sedan, Motor No.
V1233419, and app. 48 cases of
assorted taxpaid liquor,

Respondents,

Russell Cofer
1016 Maple Street
Yukon, Oklahoma,

Claimant.

FILED

JUN 29 1956

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

JUDGMENT

Pursuant to the Findings of Fact and Conclusions of Law filed herein,
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the 1956 Oldsmobile "88"
4-door Sedan, Motor No. V1233419, and the 48 cases of assorted taxpaid liquor
in the amount of 145.175 gallons be forfeited, and all right, title and interest
thereto shall and the same is hereby vested in the libelant United States of
America.

(S) Bryce H. Savage
United States District Judge

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

C. ED HACKENDORF, d/b/a
SUN BEARING SUPPLY,
PLAINTIFF

VS.

UNITED STATES OF AMERICA,
DEFENDANT

CIVIL ACTION NO. 3805

FILED

JUL - 2 1956

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

ORDER OVERRULING PLAINTIFF'S MOTION
AND SUPPLEMENTAL MOTION TO RE-OPEN

On this the 22nd day of May A. D. 1956 came on for hearing plaintiff's motion to re-open, filed herein, and also plaintiff's verified supplement to his motion to re-open, and both parties appearing herein by their said attorneys, the defendant not having filed any answer to said verified plea, and the court being of the opinion that said motion should be denied,

IT IS, THEREFORE, the order of this court that plaintiff's motion to re-open and plaintiff's supplement to the motion to re-open be, and they are hereby, overruled.

To which ruling of the court plaintiff then and there excepted and gave his notice of appeal to the Tenth Circuit Court of Appeals sitting in Denver, Colorado.

(S) Royce H. Savage
Judge Presiding

Approved as
to form
of the
with the Court

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

Commercial Standard Insurance Company,
a Corporation,

Plaintiff,

-vs-

Patrick and Smith Construction Company,
a partnership, et al.,

Defendants.

No. 3873-Civil

FILED
IN OPEN COURT
JUL -2 1956

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

FINDINGS OF FACT AND CONCLUSION OF LAW

On June 25, 1956, this cause came on for Trial, the plaintiff appearing by its attorneys, Looney, Watts, Looney, Welch, Hamili and Nichols, the defendant, Max H. Smith, appearing by his attorneys, Green and Feldman, the defendant, Broken Arrow Lumber Company, appearing by its attorneys, Green and Feldman, the defendant, Dale Treat, appearing by his attorney, Paul Simmons and the defendant, Farmers and Merchants Bank, appearing by its attorneys, Hickman and Hickman.

Witnesses were duly sworn; and the parties proceeded to try this cause to the Court, without a Jury; and, after consideration of the evidence and statements by the counsel, the Counsel, the Court made findings of fact and conclusions of law as follows:

FINDINGS OF FACT

I.

On July 19, 1955, the defendants, Max H. Smith and Woodrow W. Patrick, dba Patrick & Smith Construction Company, entered into written contracts with Independent School District No. 25, Adair County, Oklahoma, and Independent School District No. 30, Adair County, Oklahoma, for the

construction and completion of school buildings at Stillwell and Cave Springs respectively.

On June 19, 1956, the defendants, Max H. Smith and Woodrow W. Patrick, dba Patrick and Smith Construction Company, executed and delivered to the plaintiff written applications for contract bonds covering the above described contract. In consideration of these bond applications the plaintiff executed and delivered to these defendants, Independent School Dist. 28 and Independent School Dist. No. 30 performance and payment bonds.

On that same date, and in connection with the bond applications, the Broken Arrow Lumber Company executed a written indemnity agreement by the terms of which it agreed to indemnify the plaintiff against cost, loss, expense and attorneys fees sustained by the plaintiff by reason of executing the aforesaid bonds.

II.

The defendants, Max H. Smith and Woodrow W. Patrick dba Patrick and Smith Construction Company defaulted in the completion of the contracts and payment of bills for the construction of the schools for Independent School District No. 28 and Independent School District No. 30, during the month of January or February, 1956; *but Plaintiff never took over operation of the Construction Co.* The plaintiff, was notified of this default and demand was made on it, as Surety, to complete the contracts and pay all labor and material bills. Plaintiff, under and pursuant to obligations of its bonds, did complete the contracts and the completion costs and labor and material bills are as follows:

	<u>Stillwell</u>	<u>Cave Springs</u>
Laborers	5010.28	658.36
Materialmen	54176.98	16948.64
Completion	11368.20	3995.57
	<u>\$ 70581.46</u>	<u>\$ 20603.57</u>

In addition to the above, claims have been asserted against the plaintiff for labor and material bills, \$5,872.70, pertaining to the contract of the defendants, Max H. Smith and Woodrow W. Patrick, with Independent School District No. 25, and \$12,252.28 pertaining to the contract of defendants, Max H. Smith and Woodrow W. Patrick, with Independent School District No. 30.

III.

There were funds retained by Independent School District # 25 in the approximate amount of \$30,202.42 and by Independent School District # 30, approximately \$15,278.28, which were less than advancements by the plaintiff for completion of the bonded contracts and payment of labor and material bills. By an instrument dated February 3, 1956, the defendants, Max H. Smith and Woodrow W. Patrick made an assignment of these funds to the defendant, Farmers and Merchants Bank of Tulsa, Oklahoma to secure payment of \$8,080.00 loaned by the Bank to Patrick and Smith, of which \$2,300.00 was used by Patrick and Smith in performance of the above contracts and payment of bills incurred therefor.

CONCLUSIONS OF LAW

because of payments, starting 1/26/56, made under compulsion of its boards, is subrogated

Plaintiff, ~~by subrogation~~ to the rights and claims of laborers and materialmen, and to the rights of defendants, Independent School District # 25 and Independent School District # 30 ^{and} has a claim to the funds retained by these defendants superior to the claims of the defendant, Farmers and Merchants Bank of Tulsa, Oklahoma; and plaintiff is entitled to payment of such funds by the respective school districts.

JUDGMENT

IT IS THEREFORE ORDERED ADJUDGED AND DECREED by this Court, upon the foregoing findings of fact and conclusions of law, as follows:

I.

That the plaintiff have judgment against Max H. Smith and the Broken

Arrow Lumber Company in the amount of \$91,126.00, and judgment exonerating plaintiff from liability for all unpaid material or labor bills or cost of completion or maintenance which the plaintiff may incur as a result of its executing the abovescribed bonds.

II.

That Plaintiff have judgment for all funds held by Independent School District No. 27 and Independent School District No. 36; and the Farmers and Merchants Bank of Tulsa, Oklahoma, be denied judgment under its assignment.

III.

Findings of fact, conclusion of law and judgment entered this 22 day of July, 1958.

Royce W. Savage
United States District Judge

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

Otto Fuchs, K.G., Metallwerke, whose)
principal office is at Meinerzhagen)
(Westfalen), Germany,)
Plaintiff,)

vs.)

Standard Magnesium Corporation, whose)
principal office is at Tulsa, Oklahoma,)
Defendant.)

Civil Action No. 3928

FILED

JUL 13 1956

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

FINDINGS OF FACT

1. The court finds that the parties have not agreed that a judgment may be entered upon an award of arbitrators, and have not specified this court as one in which such award shall be confirmed.

2. The court finds that no award has been made within the district of this court.

CONCLUSIONS OF LAW

1. The court finds that it is without jurisdiction to grant the relief demanded in the motion of the plaintiff.

JUDGMENT

1. The action is dismissed, without prejudice to plaintiff to pursue any other remedies or causes of action it may have.

Dated this _____ day of _____, 1956.

Approved as to form:

Louis May
Attorney for Plaintiff

H. M. Crowe, Jr.
Attorney for Defendant

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

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

Katherine Heverly Halpine,)

Plaintiff,)

-vs-)

Fred Albert Merker,)

Defendant.)

No. 3969

FILED

JUL 13 1956

ORDER DISMISSING CAUSE

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

Now on this 13th day of February, 1956, this matter comes on to be heard upon the motion to dismiss of the defendant, Fred Albert Merker. The plaintiff appeared not and the defendant appeared by and through his attorneys, R. D. Hudson and Norma Wheaton. And the court having examined the records of this court and being fully advised in the premises finds that this cause should be dismissed without prejudice, at the cost of the plaintiff.

And it appearing to the court that on the 27th day of June, 1956, some time before the filing of this action, attorneys for plaintiff gave notice of the taking of depositions on behalf of the plaintiff at Amarillo, Texas, on July 16, 1956, at the hour of 1:00 p.m., without leave of court being first had and obtained. The court further finds that the taking of said depositions under such circumstances is not authorized by the Rules of Civil Procedure and that the plaintiff should not take said depositions at said time and place.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by this court that the plaintiff do not take depositions in this cause at Amarillo, Texas, on July 16, 1956, as set forth in plaintiff's notice to take depositions, now on file in this court.

IT IS FURTHER ORDERED by this court that this action be and the same is hereby dismissed without prejudice to the bringing of a future action, at the cost of the plaintiff.


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

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Louis H. Moses and Sarah L. Moses,

Defendants.

Civil No. 3350

FILED

JUL 18 1956

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

ORDER

Now, on this 18th day of July 1956, this matter coming on for hearing on motion of Louis H. Moses to vacate and set aside the judgment entered herein on June 26, 1956, and the Court, having been fully advised in the premises, finds that Louis H. Moses received no notice judgment was to be taken because he was absent from the city and did not return until judgment was filed against him; that Louis H. Moses was prepared to pay the amount of the indebtedness and has paid the amount of the indebtedness totaling \$76.57.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that this judgment be vacated and set aside, and that this action be dismissed as to the defendants, Louis H. Moses and Sarah L. Moses.

D. Raymond Savage
United States District Judge

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

FILED

JUL 23 1956

The Penn Mutual Life Insurance
Company, a corporation,)
Plaintiff)
vs)
Woodrow Flournoy, Administrator
of Estate of Pearl Evelyn Hewgley,
deceased, et al.)
Defendants)

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

NO. 3697 C

JUDGMENT ON SUPERSEDEAS AND COST BOND

On this 20th day of July, 1956, this matter comes on for hear pursuant to agreement of the parties on the motion of J. W. Hewgley, Jr., Mary Elizabeth Babcock and Margaret Corbett Singleterry, defendants here in, for judgment on the supersedeas and cost bond furnished herein with reference to appeal of this case to the United States Court of Appeals for the 10th Circuit, said motion being directed against the Defendant Woodrow Flournoy, Administrator of the Estate of Pearl Evelyn Hewgley, deceased, principal on said bond and Ohio Casualty Insurance Company, surety on said bond. The moving defendants appear by their attorneys John M. Gephart and Julian B. Fite, and principal and surety on said bond appear by their attorneys Van Cleave and Thomas, and both sides announce ready to proceed. Thereupon the matter is presented to the Court and the Court finds that on August 8, 1955, this Court entered judgment finding that an impounded fund in the amount of \$29,004.95 was the property of and should be paid to the moving defendants, and in order to stay execution of said judgment, pending appeal, Woodrow Flournoy, Administrator of the Estate of Pearl Evelyn Hewgley, deceased, as principal, and Ohio Casualty Insurance Company, as surety, furnished a supersedeas and cost bond in this cause in the amount of \$2,000.00, conditioned that the said Woodrow Flournoy, as such Administrator, would pay all costs and interest should the judgment be affirmed. Thereafter, on June 1, 1956, the United States Court of Appeals for the 10th Circuit rendered a judgment affirming the judgment of this Court in the appeal from this case, which said judgment became final and the mandate of the

United States Court of Appeals for the 10th Circuit was filed in this cause on July 9, 1956. The Court finds that all costs with reference to this case on appeal have been paid by the appellant. The Court further finds that the moving defendants are entitled to judgment on their motion for interest at 6% per annum from date of the judgment, August 8, 1955, to date of the filing of the mandate herein, July 9, 1956, in the amount of \$1,595.27.

IT IS, THEREFORE, ORDERED AND ADJUDGED BY THE COURT that J. M. Hewgley, Jr., Mary Elizabeth Babcock and Margaret Corbett ~~Higletary~~ do have and recover of Woodrow Flournoy, Administrator of the Estate of Pearl Evelyn Hewgley, deceased, and of Ohio Casualty Insurance Company, judgment in the sum of \$1,595.27.

(6) *Royce H. Savage*
UNITED STATES DISTRICT JUDGE
FOR THE NORTHERN DISTRICT
OF OKLAHOMA

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

H. SANDER and J. SANDER,
Co-Executors of the Estate of
GEOFFREY SANDER, Deceased,
Plaintiff,

vs.
THE UNITED STATES OF AMERICA,
Defendant.

NO. 3810 CIVIL

FILED

JUL 23 1956

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

DISMISSED

Pursuant to stipulation of the parties, it is hereby
ordered that the above-entitled matter and the costs of
having dismissed with prejudice, each party to bear its
respective cost.

DATED on 27th day of July, 1956.

Raymond H. Savage
United States District Judge

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

UNITED STATES OF AMERICA,)	
)	
Libelant)	
vs.)	
One 1954 Cadillac Coupe,)	
Motor No. 546Z19677)	
One 1955 Oldsmobile Coach,)	
Motor No. 357H3020)	
One 1954 Buick Riviera Coupe,)	
Motor No. V673-686)	
One 1946 Ford Coupe,)	
Motor No. 99A-862945,)	
One 1950 Ford Sedan,)	
Motor No. BOMP-174315,)	
and their tools and appurtenances,)	
)	Civil No. 3983
Respondents,)	
)	
Clyde A. Nichols, Lucille)	
Gertrude Nichols, Deloris)	
Oakley, John R. Pugh, First)	
National Bank, Ponca City,)	
Oklahoma Associate Discount)	
Corporation, Tulsa, Oklahoma,)	
J. C. Roland, Charles Bill)	
Lubbes, Jean Lubbes, Harold)	
Morton Jr. Jerome Leo Hughes)	
and Donald Nichols,)	
)	
Claimants.)	

Civil No. 3983

FILED

JUL 23 1956

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

JOURNAL ENTRY OF JUDGMENT

This matter, having come on for hearing this second day of July, 1956, pursuant to special setting on the application of the claimant, Lucille Gertrude Nichols, to re open said cause for the introduction of additional evidence, and the claimant, Clyde A. Nichols appearing in person and by his attorneys Dyer, Powers and Gotcher, and the claimant, Lucille Gertrude Nichols appearing in person and by her counsel O. C. Lassiter and Russell Linker.

Whereupon the court proceeded to hear evidence and testimony of the witnesses and the conclusion argument of counsel and where-

upon being fully advised, the court finds that the said 1954 Cadillac Coup. Motor No. 546249677 is the property of Clyde A. Nichols, and that he is the owner thereof herein and that the finding of fact and conclusions of law appearing in the Journal Entry of Judgment filed herein under date of May 18, 1956, should be and the same is hereby approved and conformed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Clyde A. Nichols is the owner of the above described 1954 Cadillac Coup.

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

Approved:

Dyer, Powers & Gotcher

by: William E. Powers

Approved:

15/ O. C. Lassiter
O. C. Lassiter

15/ Russell Linsler
Russell Linsler

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

UNION TRANSPORTATION COMPANY, a)
Co-partnership consisting of DUNCAN)
McRAE, B. D. DENTON, AND JOHN COX,)
Plaintiffs,)

vs.)

SOUTHWESTERN GREYHOUND LINES, INC.;)
MISSOURI, KANSAS AND OKLAHOMA COACH)
LINES; AND TRANSCONTINENTAL BUS)
SYSTEM, INC.,)

Defendants.)

No. 3578 - Civil

FILED

JUL 24 1956

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

ORDER APPROVING COMPROMISE AND SETTLEMENT

This matter came on for hearing on the 24 day of July, 1956, on the application of plaintiff Union Transportation Company and defendants Southwestern Greyhound Lines, Inc., and Missouri, Kansas and Oklahoma Coach Lines for approval of an agreement for the compromise and settlement of this cause insofar as these parties are concerned.

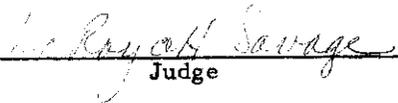
The Court, having heard statements of counsel, having examined the written agreement presented to the Court and attached as "Exhibit A" to the application herein, and having heard testimony, finds:

- (a) That the agreement of settlement and compromise is fair and equitable and should be approved by the Court.
- (b) That plaintiff has entered into said agreement of its own free will, without coercion, undue influence, or pressure by the defendants herein.
- (c) That the agreement herein approved is not in violation of the judgment and decree heretofore entered in Civil Action No. 2893, in which the United States of America was plaintiff and

the defendants were Southwestern Greyhound Lines, Inc.,
Missouri, Kansas and Oklahoma Coach Lines, and
Transcontinental Bus Systems, Inc.

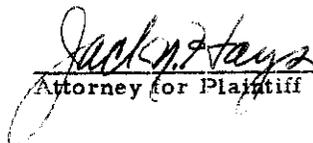
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

- (a) That the compromise and settlement by and between plaintiff,
Union Transportation Company, and defendants Southwestern
Greyhound Lines, Inc., and Missouri, Kansas and Oklahoma
Coach Lines be and it is hereby approved.
- (b) This cause is dismissed with prejudice as to defendants
Southwestern Greyhound Lines, Inc., and Missouri, Kansas and
Oklahoma Coach Lines.
- (c) Jurisdiction is retained as to the cause of action against
Transcontinental Bus Systems, Inc.

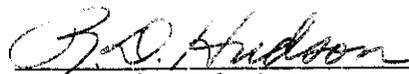


Judge

Approved:



Attorney for Plaintiff



Attorney for Defendants
Southwestern Greyhound Lines, Inc., and
Missouri, Kansas and Oklahoma Coach Lines

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 3948

One 1956 Oldsmobile '68 4-door
Sedan, Motor No. V1233419, and
app. 48 cases of assorted taxpaid
liquor,

Respondents,

Russell Cofer
1016 Mable Street
Yukon, Oklahoma,

Claimant.

FILED

JUL 24 1956

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

AMENDED JUDGMENT

Judgment of forfeiture having been filed in the above case on the 29th day of June, 1956, forfeiting the respondent Oldsmobile to the United States of America for violation of Title 18, Section 1262 and Section 3615, and

It appearing to the court that as of the date of the filing of the judgment no request for disposition of the subject Oldsmobile, other than its forfeiture to the United States of America, had been made by any agency of the United States, and

Pursuant to the provisions of 40 U.S.C., Section 304, 41 U.S.C., Section 201 and 5 U.S.C., Section 630a, an application for delivery to the Administrator of General Services has been forwarded to the United States Attorney and filed in this cause on this date.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that all right, title and interest to the respondent Oldsmobile is specifically vested in the Administrator, General Services Administration, Washington, D. C., and the respondent Oldsmobile is hereby ordered to be delivered to said Administrator.

(8) *Raymond N. Savage*
United States District Judge

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FILED

JUL 24 1956

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

IN SENATE
JULY 24, 1956

REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO
RESOLUTION PASSED BY THE SENATE
MAY 15, 1956

NO. 1000

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Introduction 1
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III. Land Ownership 1
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VIII. Land Acquisition 1
IX. Land Disposition 1
X. Land Administration 1

The following is a list of the contents of the report of the Commissioners of the Land Office in response to Resolution Passed by the Senate May 15, 1956. The report is divided into ten chapters, each dealing with a different aspect of land management and administration. The chapters are: I. General Information, II. Land Use, III. Land Ownership, IV. Land Management, V. Land Conservation, VI. Land Development, VII. Land Reclamation, VIII. Land Acquisition, IX. Land Disposition, and X. Land Administration. Each chapter contains a detailed analysis of the current situation and recommendations for improvement.

Approved: _____
Commissioner of the Land Office

Filed: _____
Clerk of the Senate

by the... relations of transfer... the...
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... liability...

... can be assessed... non-
... liability...

15/ Royce H. George
Royce H. George
...

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

O. W. Johnston,)
Plaintiff,)
)
vs.)
)
ALONZO YAHOLA and FLORENCE YAHOLA,)
his wife, JOE YAHOLA and LENA YAHOLA,)
his wife, the unknown heirs, administrators,)
executors, devisees, trustees, and assigns,)
immediate and remote, and their spouses of)
CHINEE YAHOLA, nee HARJO, deceased,)
Full Blood Creek Indian, Roll No. 8653; the)
unknown heirs, administrators, executors,)
devisees, trustees, and assigns, immediate)
and remote, and their respective spouses of)
JAMES, or sometimes known as JIMSEY)
YAHOLA, deceased, Full Blood Creek Indian,)
Roll No. 8638, and if any of said heirs be de-)
ceased, their unknown administrators, execu-)
tors, devisees, trustees, heirs, and assigns,)
and their respective spouses; W. J. HANING;)
THE BOARD OF COUNTY COMMISSIONERS)
OF CREEK COUNTY, OKLAHOMA; and P. J.)
STEPHENSON, County Treasurer of Creek)
County, Oklahoma,)
Defendants.)

FILED

JUL 27 1956

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

No. 3729 Civil

DECREE

I.

This case came on for hearing on this 10th day of July, 1956, pursuant to regular assignment. The defendants served by personal service are as follows: Alonzo Yahola and Florence Yahola, his wife, Joe Yahola and Lena Yahola, his wife, W. J. Haning, the Board of County Commissioners of Creek County, Oklahoma, P. J. Stephenson, County Treasurer of Creek County, Oklahoma, and D. W. Cotton. The defendants served by publication are as follows: Any unknown heirs, administrators, executors, devisees, trustees, and assigns, immediate and remote, of Chinese Yahola, nee Harjo, deceased, full blood Creek Indian, roll no. 8653; The unknown heirs, administrators, executors, devisees, trustees, and assigns, immediate and remote, of James Yahola, sometimes known as Jimsey Yahola, deceased, full blood Creek Indian, roll no. 8638; and their respective spouses whose true and real names are to the plaintiff unknown. All of the foregoing if living and if dead their unknown heirs, administrators, devisees, trustees, and assigns, immediate

and remote.

2.

Upon examining the files and records in this case the court finds that due, legal, and statutory service of summons has been had upon each of the defendants who were named in Paragraph I herein, as having been personally served: And the court further finds that the affidavits for publication, the affidavits of mailing and non mailing and the publication notices are all due, legal, and statutory and that due and statutory service by publication as provided by law has been had on each of the defendants who were named in Paragraph I herein, as having been served by publication: The court further finds that due and proper notice was legally served upon the Area Director, successor to the Superintendent of the Five Civilized Tribes, and that United States of America has been properly allowed to intervene in this case and that said case was properly removed from the Superior Court of Creek County, State of Oklahoma, Existow Division, to this court, and this court has jurisdiction to pass upon the issues involved herein. The court approves the affidavit as to military service filed herein and finds that this is a proper case in which to enter judgment. The court further finds that the defendant W. J. Haning, the defendant Board of County Commissioners of Creek County, Oklahoma, and defendant P. J. Stephenson, County Treasurer of Creek County, Oklahoma were duly and legally served with notice of the setting of said case for trial, but said defendants failed to appear. All other parties were present or represented by counsel.

3.

Prior to hearing this cause the plaintiff and the Intervener, United States of America on behalf of the defendants, Alonzo Yahola and Joe Yahola filed herein written stipulations of fact, and plaintiff and intervener on behalf of defendants Alonzo Yahola and Joe Yahola filed written briefs with this court. At the trial plaintiff introduced further testimony relative to the claim of the defendants W. J. Haning and D. W. Cotton. After all parties rested their cases, the court heard argument of counsel and being fully advised in the cause the court finds all the issues of fact and law generally in favor of the plaintiff and against the defendants and Intervener United States of America, and finds that the allegations of the plaintiff's complaint are true and correct and judgment should be entered in accordance

therewith against the defendants and the Intervener United States of America.

4.

The court further finds in favor of the plaintiff and the defendants, Alonzo Yahola, Joe Yahola, and D. W. Cotton on plaintiff's complaint and said defendants' cross claims against the defendant W. J. Haning and that judgment should be entered in accordance therewith.

5.

The court further finds that the plaintiff is the owner of and in possession of the following described real property situated in Creek County, State of Oklahoma, to wit: An undivided 1/3 interest in and to the Northwest Quarter (1/4), Section 35, Township 14 North, Range 9 East, and that the defendants Alonzo Yahola and Joe Yahola and W. J. Haning have no right, title or interest in and to said property.

6.

The court further finds that the defendants Alonzo Yahola and Joe Yahola are full blood Creek Indians and that they acquired by inheritance the Northwest Quarter (1/4), Section 35, Township 14 North, Range 9 East, Creek County, Oklahoma. That the mineral deed from Joe Yahola to W. J. Hanning, recorded in Book 494 at page 583 of the records of the County Clerk, Creek County, Oklahoma, was not approved by the County Court having jurisdiction of the approval of conveyances by full blood Indians or by the Secretary of the Interior and is therefore void and conveyed no right, title or interest in said land to said W. J. Haning and should be cancelled of record. That the oil and gas lease from the said W. J. Haning to D. W. Cotton covering said above described property and recorded in the office of the County Clerk of Creek County, Oklahoma in Book 637 at page 104 conveyed no right, title or interest to the said D. W. Cotton and should be cancelled of record.

7.

The court further finds that the minerals in the Northwest Quarter of Section 35, Township 14 North, Range 9 East, Creek County, Oklahoma are owned by the following persons in the proportions set opposite their names:

C. W. Johnston	1/3
Alonzo Yahola and Joe Yahola	2/3

and that said minerals are subject only to valid oil and gas leases executed by said parties to D. W. Cotton and his assigns.

8.

The court further finds that the Northwest Quarter of Section 35, Township 14 North, Range 9 East, Creek County, Oklahoma, was allotted to Chinese Harjo, full blood Creek Indian, roll no. 8653; that the said Chinese Harjo died in Seminole County, Oklahoma on or about May 17, 1920. That she left as her sole and only heirs the following named persons who inherited the proportions of said property set opposite their names:

James Yahola	Husband	1/3
Alonzo Yahola	Son	2/9
Joe Yahola	Son	2/9
Chutkee Yahola	Son	2/9

That subsequent to the death of Chinese Yahola, nee Harjo, her husband, James Yahola, was married to Polly Harjo. That on or about the 4th day of August, 1928, James Yahola died intestate in Seminole County, Oklahoma, leaving as his sole and only heirs the following named persons who inherited the proportions of said property owned by James Yahola in the amount set opposite their names:

Polly Yahola	Widow	1/12
Alonzo Yahola	Son	1/12
Joe Yahola	Son	1/12
Chutkee Yahola	Son	1/12

9.

The court further finds that on September 11, 1932, Polly Yahola, by properly executed and properly approved Warranty Deed, conveyed her 1/12 interest in said property inherited from James Yahola to Alonzo Yahola, Joe Yahola, and Chutkee Yahola.

10.

The court further finds that on or about July 8, 1939, Chutkee Yahola died intestate, unmarried, and without issue in Seminole County Oklahoma and the County Court in Seminole County Oklahoma has determined in Case No. 4795 that Alonzo Yahola and Joe Yahola were his sole and only heirs.

11.

The court further finds that at the time plaintiff purchased his 1/3 interest in the Northwest Quarter of Section 35, Township 14 North, Range 9 East, Creek County Oklahoma, the only living heirs of Chinese Yahola, nee Harjo, Creek Roll Number 3653 and James Yahola, Creek Roll Number 8638, who owned any interest in said property was Alonzo Yahola and Joe Yahola. Chinese Yahola, nee Harjo, and James Yahola, both having died more than three years prior to the filing of

this action and no County Court having jurisdiction over the administrators of their estates having determined their heirs, this court now has jurisdiction to determine their said heirs.

12.

It is therefore ordered, adjudged, and decreed that the sole and only heirs of Chinese Yahola, nee Harjo, deceased, were James Yahola, husband, Alonzo Yahola, Joe Yahola and Chu'ke Yahola, sons, and that she has no unknown heirs.

It is further ordered, adjudged and decreed that the sole and only heirs of James Yahola, deceased, were Polly Yahola, widow, Alonzo Yahola, Joe Yahola, and Chu'ke Yahola, sons, and that he has no unknown heirs.

13.

It is further ordered, adjudged and decreed by the court that the plaintiff is the owner and in possession of an undivided 1/3 interest in the Northwest Quarter of Section 35, Township 14 North, Range 9 East, Creek County, Oklahoma subject only to a valid subsisting oil and gas lease in favor of the defendant D. W. Cotton and that the defendants other than D. W. Cotton have no right, title or interest in or to said ^{1/3 interest in said} real property and each of said defendants and all persons claiming by, through, or under them are hereby restrained from asserting any right, title or interest in or to said real property.

14.

It is further ordered, adjudged and decreed that the defendant W. J. Haning has no right, title or interest in and to said property and that said W. J. Haning and all persons claiming by, through, or under him, are hereby perpetually restrained from asserting any right, title or interest in or to said property and the deed heretofore mentioned from Joe Yahola to W. J. Haning appearing of record in the office of the County Clerk of Creek County, Oklahoma in Book 494 at page 583 is hereby cancelled of record. It is further ordered, adjudged and decreed that the oil and gas lease herein referred to, executed by W. J. Haning to D. W. Cotton and appearing of record in Book 637 at page 104 of the records of the County Clerk of Creek County, Oklahoma is hereby cancelled of record.

15.

The court further finds and hereby adjudges that the plaintiff is the owner of all rights in a certain County Treasurer's resale tax deed recorded in Book 501

at page 128 of the records of the office of the County Clerk of Creek County, Oklahoma covering a 1/3 interest in the Northwest Quarter of Section 35, Township 14 North, Range 9 East, Creek County, Oklahoma and that said deed is valid. That the taxes represented to have been liquidated, cancelled, satisfied, and extinguished in connection with the issuance of said deed were in fact liquidated, cancelled, satisfied, and extinguished, and that the plaintiff has paid all taxes assessed against said 1/3 interest in said land each year from the date of said resale deed through the years 1955. That Creek County, Oklahoma has had no lien against said property from the date it became taxable to wit: 1932 through 1955 inclusive.

16.

It is further ordered, adjudged and decreed that the defendant, D. W. Cotton, and his assigns are the owner of valid and subsisting oil and gas leases from the plaintiff O. W. Johnston and the defendants Alonzo Yahola and ~~James~~ ^{Joe} Yahola. That the delay rentals under said oil and gas leases have been fully paid. That said delay rentals should be paid at the rate of \$1.25 per royalty acres per annum for each royalty acre owned by the said Alonzo Yahola and Joe Yahola and that said delay rentals should be paid to O. W. Johnston at the rate of \$1.00 per acre per annum for each royalty acre owned by the said O. W. Johnston.

Dated this 27th day of July, 1956.

Royce H. Savage
U.S. District Judge

Approved as to form:

Herbert L. Arthurs
Attorney for Plaintiff

James F. Hanning
Attorney for ~~Joe~~ ^{Joe} Hanning

Russell H. Smith
Attorney for Intervener United States of America and Defendants Alonzo Yahola and Joe Yahola

L. W. McKnight
Attorney for Defendant D. W. Cotton

Clyde Patrick, Creek County Attorney

By: Walter Jones
Assistant County Attorney of Creek County

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

AETNA LIFE INSURANCE COMPANY,
a corporation,

Plaintiff,

vs.

LEONA HOLCOMB, Individually,
et al.,

Defendants.

and

THE FIRST NATIONAL BANK & TRUST
COMPANY OF OKLAHOMA CITY, et al.,

Intervenors.

No. 3502

FILED

AUG 6 1956

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

DECREE OF PRELIMINARY INJUNCTION

NOW, on this 25th day of July, 1956, the above captioned cause came on for hearing on the application of Francis X. Rettenmeyer and others, for an Order restraining the defendants Mary Jane Hopkins and others from prosecuting cause #87402 in the District Court; and upon the application of the Intervenors, Virgil F. Sprankle, Grover P. Strother and A. N. Murphey and Justin W. Faherty for a temporary Order restraining the defendants, Leona Holcomb and others, from prosecution of action in the State Courts pending determination of the above captioned action; the Motion and Application of the Intervenor F. E. Pence for a Temporary Injunction.

All parties appeared by their respective counsel and after considering the briefs heretofore filed, and being fully advised, the Court made the following findings:

"In this Aetna Life Insurance Company case against Holcomb and others, the first thing I want to discuss is the conclusion that I have reached with reference to the matter that I suggested that the parties brief. That is the question of whether the Court should in the exercise of discretion vacate the injunctive decree heretofore entered for the purpose of permitting some of the defendants - - that is, Holcomb and others, to proceed with the trial of the suit now pending in the District Court of Tulsa County, a suit in which Aetna and others are parties defendant and in which

the plaintiffs predicate their cause of action upon the alleged conversion of Government bonds, the proceeds of which were used, at least in part to pay the premiums on the annuity contract involved in this case, and also the annuity contract involved in the pending case, pending in this court that I will mention a little later.

I have concluded that the injunctive decree should not be vacated for that purpose -- and primarily for the reason that some of the parties who are beneficiaries in the annuity contract involved here are not parties to the suit pending in the District Court of Tulsa County, and probably cannot be made parties to that suit because they are residents of the State of Idaho as I understand. The reason I asked the parties to brief the question of the desirability of committing this case to be tried in the District Court of Tulsa County was because I felt that there was a possibility that I could permit that to be done and at the same time retain jurisdiction of this case, and have it await the entry of the judgment in the case pending in the State Court, and then I could be guided in my further procedure in this case by the judgment entered in the State Court. It was so thought that I would still be in position where I could consider the question of whether Aetna, in the event the judgment should go against it in the State Court, would be entitled to have the Court in this case give it some relief from what Aetna believes would be double liability by entering a judgment in this case to the effect Aetna would not have liability on this annuity contract. In view of the fact that some of the beneficiaries under this annuity contract are not parties in the State Court, and would not be bound by that judgment, then I think if the judgment should be against Aetna and the other parties defendant in the State Court this Court would not be in a position to give to Aetna any relief which it might be entitled to with respect to possible double liability. I believe the decision of the Court of appeals clearly indicates that this Court does have jurisdiction not only on the question of Aetna's liability under this annuity contract but also on the issues joined in the State Court suits in which judgment is sought not only against Aetna but also against other parties. I believe the opinion indicates that this Court has jurisdiction and

perhaps should exercise jurisdiction with respect to all of these matters, and it is the only forum in which the controversies between all of these parties can be adjudicated and their rights determined. So I believe it would actually be an abuse of discretion for the Court to decline to exercise jurisdiction and to permit the pending suits in the State Court to proceed.

"Now so that there won't be any question about it, it is my view that the defendants in this case who are plaintiffs in the two cases pending in the State Courts, one in Tulsa County and the other in Creek County, must litigate here in this case the matters and the issues which they have sought to raise and to litigate in those suits pending in the State Courts. When I say that they must litigate those issues here, I actually mean that the final judgment here will be res adjudicata with respect to the issues pending or joined between the parties in the State Court, in my view, and that if they care to litigate those matters at all they must be litigated here. I Don't mean literally that they must proceed to join issues here and assert here the claims which they assert in the State Court, but if they don't do it here then it is presently my view that when a final judgment is entered here it will constitute a bar under the principles of res adjudicata, and may be pled as such in the cases pending in the State Court.

"Now that brings me to a decision on certain motions that have been made. First there is an application of Francis X. Rettenmeyer as executor for an Order restraining Mary Jane Hopkins and others - - I suppose Holcomb and others, from prosecuting the case No. 87402 pending in the District Court of Tulsa County against her; and I have concluded that that motion should be sustained.

"In addition I have the application of the First National Bank and Trust Company and others who have intervened by permission of the Court in this case and who are defendants in the same State Court action for an Order restraining the plaintiffs in that case from prosecuting that pending action against them; and I think those applications should likewise be sustained - - granted. That includes the Motion or Application of F. E. Pence who is also a defendant in that case. And the Court will enter an

order restraining the plaintiff not only in the Tulsa County case but also in the Creek County case from proceeding against any of the parties defendant in either of those cases."

"The Court finds that an Injunction Bond in the sum of \$5,000.00 should be filed by each of the individual defendants, including the First National Bank & Trust Company of Oklahoma City, and that the Aetna Life Insurance Company need file no additional bond and that said bond should be filed within ten days from this date.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that the Injunctive Decree heretofore entered should not be vacated.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Motion of Francis X. Rettenmeyer, Executor of the Estate of Joseph A. Rettenmeyer, deceased, Intervenor, for an Order restraining the defendant Leona Holcomb, Individually, Leona Holcomb as guardian of the person and estate of Donald George Fleming, a minor, Donald George Fleming, a minor, Frank E. Denham, Edward Denham, Clarence M. Denham, George H. Denham, and Mary Jane Hopkins, from proceeding further against him in the case of Mary Jane Hopkins, et al., plaintiffs, vs. Aetna Life Insurance Company, et. al., being case No. 87402 in the District Court of Tulsa County, be and the same is hereby sustained.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the application of the First National Bank & Trust Company of Oklahoma City, Virgil F. Sprankle, Grover D. Strother, A. N. Murphey, and Justin W. Faherty, Intervenors, for a Restraining Order and Preliminary Injunction against the defendant, Leona Holcomb and others similarly situated ^{hereinafter named} /above referred to from proceeding further in case No. 87402 above referred to in the District Court of Tulsa County, and cause No. 29092 in the District Court of Creek County, wherein Mary Jane Hopkins, nee Wright, Leona Holcomb, Leona Holcomb as guardian of the person and estate of Donald George Fleming, a minor, Ed Denham, Frank Denham, George Denham and Clarence Denham are plaintiffs, and the Aetna Life Insurance Company, F. E. Pence, and others are defendant, be and the same is hereby sustained.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Motion for an Injunction filed by F. E. Pence, Intervenor in said cause, enjoining Leona Holcomb and others similarly situated ^{hereinafter named} /from proceeding further against the Intervenor, F. E. Pence in cause No. 29092 in the District Court of Creek County above referred to, and cause No. 87402 in the District Court of Tulsa County above referred to, be and the same is hereby sustained; said Injunctions and Restraining Order^s to remain in full force and effect until the further Order of this Court pending the determination of the present action.

IT IS ORDERED, ADJUDGED AND DECREED, that the defendants, Leona Holcomb, individually, Leona Holcomb as Guardian of the person and Estate of Donald George Fleming, a minor, Donald George Fleming, a minor, Frank T. Denham, Edward Denham, Clarence M. Denham, George H. Denham, Leona Denham Holcomb, Mary Jane Hopkins, be and they are hereby enjoined, and restrained from instituting any suit in any State Court and further, they are enjoined and restrained from instituting or prosecuting in any United States Court, any suit or proceeding on account of or pertaining to Policy No. AN 33409 issued by Aetna Life Insurance Company by Rosa E. Wright Rettenmeyer against the plaintiff, Aetna Life Insurance Company and against all of the Intervenor heretofore named, reserving unto them, however, the right to appear in this suit and assert their claims which they may have if any, ^{against any of the parties hereto} including particularly cause No. 29092 in the District Court of Creek County, State of Oklahoma, styled Leona Holcomb, et al., vs. Aetna Life Insurance Company, et al., and cause No. 87402 in the District Court of Tulsa County, State of Oklahoma, entitled, Mary Jane Hopkins, et al., vs. Aetna Life Insurance Company, et al., said injunction and restraining order is continued in full force and effect pending the determination of this action and the further order of the court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ^{injunction be conditioned on the} the First National Bank & Trust Company of Oklahoma City, Grover D. Strother, A. W. Murphey, and Justin W. Faherty ^{and Virgil Sprankle each} file an Injunction Bond in the sum of \$5,000.00 within ten days from this date.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants, Leona Holcomb and others similarly situated, be granted twenty days in which to Answer or file appropriate pleadings to the Petitions in Intervention filed herein.

To all of which rulings of the Court the defendants, Leona Holcomb, individually, and other defendants above named ^{including Ellen Cash} include their objections and exceptions to the various rulings of the Court.

/s/ ROYCE H. SAVAGE
ROYCE H. SAVAGE, JUDGE

Robert J. Woolsey, One of Plaintiff's
Attorneys.
OK as to form:

Young, Young & Young

Glenn O. Young and H. K. Slunt

all by Glenn A. Young

Moraul Bosonetto

Sam T. Allen III

John N. ...

...

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

AETNA LIFE INSURANCE COMPANY,
a corporation,

Plaintiff,

vs.

LEONA HOLCOMB, INDIVIDUALLY,
LEONA HOLCOMB, as Guardian of the
person and estate of DONALD GEORGE
FLEMING, a Minor, DONALD GEORGE
FLEMING, a Minor, EDWARD DENHAM,
FRANK DENHAM, GEORGE DENHAM, CLARENCE
DENHAM and MARY JANE HOPKINS,

Defendants.

No. 3503

FILED

AUG - 6 1956

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

JOURNAL ENTRY AND DECREE VACATING THE
ORDER ABATING CAUSE AND PRELIMINARY INJUNCTION.

NOW, on this 25th day of July, 1956, the above captioned cause came on for hearing on the Court's own Motion. All parties appeared by their respective counsel, and the Court having considered the status of the case, and the Court being fully advised, and on oral application in open Court of the plaintiff to vacate the Abatement Order and exercise jurisdiction, finds that the Order Abating the action heretofore made on the 17th day of September, 1954, should be vacated, set aside and held for naught.

The Court finds that for the time being the Motion of the Plaintiff to consolidate the above captioned cause with cause No. 3502 should be denied except a Motion may be later made to consolidate the above captioned cause with cause No. 3502 for purposes of the trial.

The Court further finds that the defendants should be granted twenty days from this date in which to Answer or further plead to the Complaint and Amended Complaint in the above captioned cause.

The Court further finds that a Motion for Preliminary Injunction restraining the defendants from proceeding in the District Court of Creek County in Cause No. 29092 and in Cause No. 29114, until the further order of the Court should be sustained.

The Court further finds that the plaintiff, Aetna Life Insurance Company, should file an injunction bond for a preliminary injunction or temporary restraining order in the sum of \$5,000.00.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Order granting the
action heretofore entered on the 17th day of September, 1954, be and the same is hereby
vacated, and be as if.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants be granted
twenty days from this date in which to ^{plead to or} answer the Complaint and Amendment to Complaint
filed by the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants, Leona Helcomb,
Individual, Leona Helcomb, as Guardian of the person and estate of Donald George Fleming,
a minor, Donald George Fleming, a minor, Edward Benham, Frank Benham, George Benham, Clarence
Benham, and Mary Jane Hopkins, be and they are hereby enjoined and restrained from in-
stituting any suit in any State Court or are restrained from prosecuting any suit pending
in any State Court, and further they are enjoined and restrained from instituting or
prosecuting in any United States Court any suit or proceeding on account of or pertaining
to Insurance Policy No. Y 1659203 issued on or about the 27th day of October, 1950, in-
suring the life of Donald George Fleming, the application of which was signed by Rosa W.
Wright Kettensmeyer, reserving unto them however the right to appear in this suit and assert
their claims which they may have, if any, particularly cause No. 29114 in the District
Court of Creek County. This Preliminary Injunction and Temporary Restraining Order is
continued in full force and effect pending the determination of this action and the further
Order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ^{the injunction be conditioned on} a bond in the sum of \$5,000.00
with good and sufficient sureties shall be filed on behalf of the plaintiff, Action
Life Insurance Company.

To all of which rulings of the Court the defendant, ~~Leona Helcomb, individually~~
~~and the other defendants similarly situated~~ note their objections and exceptions to the
various rulings of the Court.

/s/ ROYCE H. SAVAGE
ROYCE H. SAVAGE, JUDGE

OK as to form:

ROBERT J. WOOLSEY one of the attorneys for the Plaintiff

YOUNG, YOUNG & YOUNG

H. K. GLUNT, Atty. by Glenn A. Young

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

MRS. LOE B. SALING,)
)
 Plaintiff,)
)
 vs.)
)
 MRS. GLENIS MOORE, et. al.,)
)
 Defendants.)

No. 3884

FILED
IN OPEN COURT
AUG 13 1956

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

ORDER FOR PARTITION AND APPOINTING
COMMISSIONERS

Now on this 13th day of August, 1956, the above cause came on for hearing and plaintiff appearing by her counsel of record and the defendants, Mrs. Vera Burford, S. R. Evans and Morris L. Burford being present and represented by their counsel, Maurice F. Ellison; the defendants, Dan Mitchell, Jr., Morris N. Burford, Mrs. Mamie Burford, also known as Mamie Burford Smith and Mary Smith and J. L. Burford, being present and represented by counsel, Dan Mitchell; Robert E. Davis, executor of the estate of Alma Lafayette Baker, also known as Alma Baker and Alma L. Baker, deceased, represented by his counsel of record; Geneve Burford, executrix of the estate of Bernard Gay Burford, deceased, being present by her counsel of record and the defendants, Glenis Moore, also known as Glennis V. Moore, Lena Calloway Brown, also known as Orlena T. Brown, Mr. Ralph E. Hepkin, also known as Ralph E. Pipkin, Mr. Glen Scott, also known as Glenn Scott and Bernice Buckingham, having heretofore entered their appearance by filing an answer and agreeing that judgment may be rendered as prayed for in the complaint; and the defendants, Mrs. Bessie A. Moore, Mrs. Monta W. Watson, Vanessa Anne Chadwell, Mr. Waldo C. Scott, Mrs. Mabel Hammon, also known as Mrs. Mabel Hammond, Mrs. Ivorine E. Hall and Mrs. Gladis Orlena Young, pursuant to motion of the plaintiff, are adjudged to be in default of answer herein and judgment is accordingly ordered against them as prayed for in the complaint; and the court having heard

evidence and being fully advised in the premises finds all of the allegations in the complaint and the amended complaint are true and it is so ordered and;

The court further finds that a diversity of citizenship exists and the amount in controversy exceeds the sum of \$3,000.00 exclusive of interest and cost and the court has jurisdiction in the premises to partition the lands hereinafter described.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the following described real estate situated in Washington County, Oklahoma, to-wit:

The South half (S1/2) of the Southeast quarter (SE1/4),
Section 11, Township 27 North, Range 13 East of the
Indian Base and Meridian, according to the United
States Government survey thereof,

is now owned by the following named persons in the interest set opposite their names as follows, to-wit:

Mrs. Zoe B. Saling	An undivided 1/24 interest
Mrs. Glenia Moore, also known as Glennis V. Moore	An undivided 1/24 interest
Mrs. Gladis Oriena Young	An undivided 1/24 interest
Mrs. Lena Calloway Brown, also known as Oriena T. Brown	An undivided 1/24 interest
Mrs. Bessie A. Moore	An undivided 1/24 interest
Mrs. Monta W. Watson	An undivided 1/24 interest
Mrs. Vera Burford	An undivided 1/24 interest
Mr. Dan Mitchell, Jr.	An undivided 1/24 interest
Mrs. Bernice Buckingham	An undivided 1/24 interest
Mr. S. R. Evans	An undivided 1/24 interest
Mr. Morris N. Burford	An undivided 1/24 interest
Mr. J. L. Burford	An undivided 3/24 interest
Mrs. Mamie Burford, also known as Mamie Burford Smith and Mary Smith	An undivided 1/24 interest
Mrs. Vanessa Anne Chadwell	An undivided 1/24 interest
Mr. Waldo C. Scott	An undivided 1/24 interest
Mrs. Alma Baker, Deceased, also known as Alma Lafayette Baker and Alma L. Baker	An undivided 1/24 interest
Mr. Gay Burford, Deceased, also known as Bernard Gay Burford	An undivided 1/24 interest
Mr. Morris L. Burford	An undivided 1/24 interest
Mr. Ralph B. Pipkin, also known as Ralph B. Pepkin	An undivided 1/24 interest
Mrs. Mabel Hammon, also known as Mabel Hammond	An undivided 1/24 interest
Mrs. Ivorine E. Hall	An undivided 1/24 interest
Mr. Glen Scott, also known as Glenn Scott	An undivided 1/24 interest

and the above described real estate is subject to a valid and subsisting oil and gas lease bearing the date of June 3, 1922 and filed for record in the office of the County Clerk of Washington County, Oklahoma, and recorded in Lease Record Book 16 at Page 43.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the title of the above named persons as to the interest set opposite their names be, and the same is hereby forever quieted and confirmed as against the claim of any other person or persons and no other person or persons has an interest in or lien against said real property above described.

IT IS FURTHER ORDERED that the defendant, Gay Burford, who is now deceased, was also known, during his lifetime, as Bernard Gay Burford and each of said persons refer to one and the same person and that person is Bernard Gay Burford, one of the defendants herein; that Alma Baker, one of the defendants herein, is deceased and she was also known, during her lifetime, as Alma Lafayette Baker and Alma L. Baker and each of said persons refer to one and the same person and that person is Alma Baker, one of the defendants herein; that Glenis Moore, one of the defendants herein, true and correct name is Glennis V. Moore and each of said persons refer to one and the same person and that person is Glennis V. Moore, one of the defendants herein; that Lena Calloway Brown, one of the defendants herein, true and correct name is Orlena T. Brown and that each of said persons refer to one and the same person and that person is Orlena T. Brown, one of the defendants herein; that Mrs. Vera Cozart, one of the defendants herein, true and correct name is Verna Cozart and that each of said persons refer to one and the same person and that person is Verna Cozart, one of the defendants herein who transferred her interest unto S. R. Evans; that Ralph B. Pepkin, one of the defendants herein, is also known as Ralph B. Pipkin and each of said persons refer to one and the same person and that person is Ralph B. Pipkin, one of the defendants herein; that Wm. Harvey Pepkin, one of the defendants herein, true and correct name is Wm. Harvey Pipkin and each of said persons refer to one and the same person and that person is Wm. Harvey Pipkin, one of the defendants herein, who conveyed all of his interest in the above described property unto Dan Mitchell, Jr., another defendant herein; that Mamie Burford,

one of the defendants herein, has also been known as Mamie Burford Smith and Mary Smith and each of said persons refer to one and the same person and that person is Mrs. Mamie Burford Smith, one of the defendants herein; that Mrs. Mabel Hammond, one of the defendants herein, true and correct name is Mrs. Mabel Hammon and each of said persons refer to one and the same person and that person is Mrs. Mabel Hammon, one of the defendants herein; and Glenn Scott, one of the defendants herein true and correct name is Glen Scott and each of said persons refer to one and the same person and that person is Glen Scott, one of the defendants herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that partition of the above described lands be made and that J. E. Tarlougher, Charles H. Pepling and B. B. Sitock are hereby appointed commissioners and upon taking the oath as prescribed by law shall proceed to make partition of said lands and make due report and return to this court as required by law.

George H. Savage
Judge

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

JACKSON MANUFACTURING COMPANY OF
MISSISSIPPI, a corporation,

Plaintiff,

-vs-

TULSA FURNITURE AND UPHOLSTERY COMPANY,
a co-partnership composed of Charles Riggs
and Claude Riggs,

Defendants.

No. 3977

FILED

AUG 19 1956

J U D G E M E N T

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

This matter coming on for hearing before the under-
signed Judge on this 14th day of August, 1956. The plaintiff
appeared by its attorneys, Joe N. Shidler and Wm. J. Threadgill,
and the defendants appeared neither in person nor by counsel.

The Court finds that the defendants are wholly in
default and thereupon upon hearing the evidence the Court finds
the issues for the plaintiff and against the defendant.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, that
the plaintiff have and recover judgment against the defendant in
the amount of \$5,549.75, together with the costs of this action.

Boyer H. Savage
JUDGE

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

ZIMMERMAN MANUFACTURING COMPANY,
a corporation,

Plaintiff,

-vs-

FRANK F. LINTHILL AND UPHOLSTERY COMPANY
a co-partnership, composed of Charles Higgs
and Claude Higgs,

Defendants.

No. 1975

FILED

AUG 14 1956

ROBERT C. HOWD
Judge, U.S. District Court

JOURNAL ENTRY OF JUDGMENT

On this 14th day of August, 1956, this matter comes on for hearing before the undersigned Judge. The plaintiff appeared by its attorneys and the defendants appeared neither in person nor by counsel and are advised by the Court to be wholly in default. Upon hearing the evidence the Court finds the issues for the plaintiff and against the defendant.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, that plaintiff have and recover judgment against the defendant in the amount of \$6,270.71 together with the Costs of this action.

Boyer H. Savage
Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

JOHN J. WELLS, Plaintiff,
vs.
The Oklahoma State Bank, Defendant.

Plaintiff,

vs.

No. 1557 - Civil

JOHN J. WELLS, Plaintiff,
vs.
The Oklahoma State Bank, Defendant.

Defendants.

FILED
IN OPEN COURT
AUG 15 1956
NOBLE C. HOOD
Clerk, U. S. District Court

WITNESSETH THAT I, JOHN J. WELLS, Clerk of the Court, have signed the foregoing order of sale.

And, on this tenth day of July, 1956, this matter coming on for hearing upon the motion of the plaintiff in the above-entitled cause for confirmation of the sale of real estate and personal property made by the United States Marshal for the Northern District of Oklahoma to the Prudential Insurance Company of Newark on the 28th day of June, 1956, under a judgment entered in the above cause on the 27th day of June, 1956, said sale being of the following-described real estate situated in Caddo County, State of Oklahoma, to-wit:

Lot three (3), Block seven (7), Orange Hills, an addition to the City of Tulsa, Caddo County, State of Oklahoma, according to the recorded plat therefor, as recorded in Book Two (2) of Plats on page 17 and 18 in the office of the County Clerk, Caddo County, Oklahoma.

together with all personal property therein contained and more particularly described in said judgment; and the court, having examined the proceedings herein and the proceedings of said Marshal and his return thereof under the judgment herein, finds that the same have been performed and done in all respects in conformity with the law; that said bid is the highest and best bid

that could be obtained, and that said sale was made after due and legal notice of the time and place of sale.

IT IS HEREBY ORDERED, ADJUDGED, DECREED AND CONCLUDED by the court that the court is satisfied with the legality of said sale.

IT IS FURTHER ORDERED, ADJUDGED, DECREED AND CONCLUDED by the court that the said sale and all the proceedings herein by and the same hereby are approved and confirmed in all respects, and, upon the request of the Prudential Insurance Company of America in open court, said marshal is hereby directed to make and execute a good and sufficient deed for said lands, tenements, and personal property to Norman B. Hanson, a Federal Housing Commissioner, Washington, D. C., his successors and assigns, from the said purchaser of said sale. The Prudential Insurance Company of America, has designated to be the grantee in said deed.

IT IS FURTHER ORDERED, ADJUDGED, DECREED AND CONCLUDED by the court that said deed be made and executed as of August 15, 1956, and that the Receiver herein retain said property under his control and direction, as provided by previous order of this court, until said date of August 15, 1956, at which time said Receiver shall file a final report herein, and said final report is set for hearing on the said date of August 15, 1956, at the hour of 9:30 a.m.

15 Royce H. Savage
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF CALIFORNIA

RAY MORTGOMERY, Guardian of
Karen Sue Bryan, a minor,

Plaintiff,

vs

MRS. OLA PAULINE BRYAN and
THE UNITED STATES OF AMERICA,

Defendants.

No. 3963

FILED

AUG 20 1956

ORDER OF DISMISSAL

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

Now, on this 20th day of August, 1956, the motion of the defendant Ola Pauline Bryan coming on for hearing pursuant to regular assignment, and the defendant the United States of America having in open court moved to dismiss the petition of the plaintiff herein upon the grounds and for the reason that the defendant the United States of America has not consented to the suit by the plaintiff, and after argument of counsel, and being fully advised in the premises, the Court finds as follows:

1. That the motion to dismiss of the defendant Ola Pauline Bryan should be sustained, for the reason that this court has no jurisdiction to hear the controversy, there being no judicial review of the findings of fact and conclusions of law had before the Veterans Administration.

2. The court further finds that the motion to dismiss of the defendant the United States of America should be sustained, inasmuch as the United States of America has not consented that this action be brought against it.

IT IS THEREFORE THE ORDER, JUDGMENT AND DECREE OF THIS COURT that the complaint of the plaintiff herein is hereby dismissed, at the cost of the plaintiff.

OK TO FILE:

Ray Rogers + Doherty
attorney for the Plaintiff

[Signature]
Attorney for the Defendant Ola Pauline Bryan

John Morley
Attorney for the Defendant the United States of America

(9) Boyce H. Savage
District Judge

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

AMERICAN LIABILITY INSURANCE CORPORATION,
INC., a corporation,

Plaintiff,

vs.

MARION L. STOWELL, administratrix of the
estate of Frederick W. Stowell, deceased,
ELIZABETH STOWELL ANDERSON, JAMES HOWARD
STOWELL, MARION L. STOWELL, Guardian of
Daniel Marion Stowell, DANIEL MARION
STOWELL, FREDERICK MARION STOWELL, and
STOWELL CONSTRUCTION, a corporation,

Defendants.

Civil No. 3801

FILED

AUG 21 1956

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

ORDER

Now on this 21 day of August, 1956, there came on for
hearing pursuant to regular assignment the oral motion of all of
the parties to dismiss the above matter without prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the above
entitled matter be dismissed without prejudice.

131 Noble C. Hood
Judge

IN THE UNITED STATES COURT FOR THE NORTHERN DISTRICT OF
OKLAHOMA

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

STANDARD MAGNESIUM CORPORATION,)

Defendant.)

No. 3695 Civil

FILED

AUG 22 1956

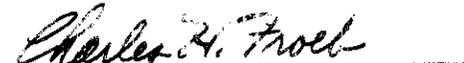
NOBLE C. HOOD
Clerk, U. S. District Court

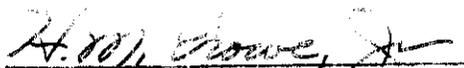
ORDER OVERRULING MOTION FOR
NEW TRIAL

On this 25th day of June, 1956, the court having heretofore heard arguments of counsel upon defendant's motion for new trial, it is hereby ordered and adjudged that the defendant's motion for new trial be overruled.


District Judge

Approved as to form:


Attorney for Plaintiff


Attorney for Defendant

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

EARL S. COBB,

Plaintiff,

-vs-

PHILLIPS PETROLEUM COMPANY,
a corporation,

Defendant.

No. 3849 - Civil

FILED

AUG 23 1956

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

ORDER

This cause came on to be heard on the 23rd day of August, 1956,
upon Joint Motion of the parties for permission to dismiss the action with
prejudice to future action, plaintiff appeared by counsel, Sanders & McElroy,
and the defendant appeared by counsel, Covington & Donovan.

Upon hearing arguments of counsel and considering the application
of the parties the Court finds that there has been a settlement and compromise
of the plaintiff's causes and further finds that there are no issues of law or
fact to be determined by this Court.

The Court further finds that plaintiff should be ordered to dismiss the
cause with prejudice as to any future action.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED by
the Court that the plaintiff's Motion for Permission to Dismiss be and the
same is hereby granted and the case be and is hereby ordered dismissed with
prejudice to future actions thereon.

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

APPROVED:

SANDERS & McELROY

BY: Barth D. Elroy
Attorneys for Plaintiff

COVINGTON & DONOVAN

BY: Richard H. Donovan
Attorneys for Defendant

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

TONY WILSON,)
)
 Plaintiff,)
)
 -vs-)
)
 THE PRAETORIANS,)
 a corporation, et al.,)
)
 Defendants.)

No. 3919 CIVIL

FILED

AUG 23 1956

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

JOURNAL ENTRY OF JUDGMENT AND ORDER
DISTRIBUTING FUNDS.

Now on this 23rd day of August, 1956, there came on for hearing the above entitled cause pursuant to regular setting thereof, and the plaintiff being present in person and represented by his attorneys, Blackstock and Jones, by LeRoy Blackstock, and the defendants Pearl Johnston, Administratrix of the Estate of Lula Mae Wilson, Deceased, Administratrix with will annexed of Cleo Wilson, Deceased, and as Guardian of the Person and Estate of Nancy Ann Wilson, a minor, the sole surviving child of Cleo Wilson and Lula Mae Wilson, deceased, and Nancy Ann Wilson, individually, being personally present and represented by her counsel, Rucker, Tabor & Cox, by Truman Rucker and Bryan Tabor, and Joe Francis, and upon the commencement of said proceedings it was announced by counsel for both parties that a settlement and compromise of the issues had been entered into by and between the parties and thereupon a written stipulation was dictated into the record concerning the provisions of said compromise and settlement, and the court having heard the stipulation of counsel and being fully advised in the premises finds that the parties hereto have entered into a written stipulation and

agreement compromising and settling all of the issues both in this case and in other litigation, and that the stipulation entered into in this court is a part of an overall agreement to settle the issues between the parties hereto and the court finds that in addition to the insurance involved in this case totaling \$8,000.00, as evidenced by the three policies involved herein, that the decedent, Cleo Wilson, also had other insurance policies in which the plaintiff, Tony Wilson, was also the contingent beneficiary, the face amount of said policies totaling \$26,000.00, making a total of insurance payable to the plaintiff, Tony Wilson, in the amount of \$34,000.00 out of which said sum the sum of \$8,000.00 is in dispute in this cause. And the court further finds from said stipulation that the defendant, Nancy Ann Wilson, is to be paid the sum of \$12,500.00 from the proceeds of the insurance policies in which the plaintiff, Tony Wilson, was the contingent beneficiary; that said sum of \$12,500.00 shall be paid by assigning to the said Nancy Ann Wilson all of the proceeds of Policy No. 12-575-565 dated August 25, 1943, written by the Prudential Insurance Company, the balance now payable under said policy being \$ 8,883 ²¹ In addition thereto ^{to Prudential Insurance Co.} the Clerk of this court should be ordered to pay the sum of \$ 666 ⁶⁴ from moneys heretofore deposited by the defendant, The Praetorians, a corporation, the balance of \$ 3,448 ³¹, to be paid to plaintiff, Tony Wilson.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendant, Nancy Ann Wilson, shall receive from the insurance policies of Cleo Wilson, deceased, the sum of \$12,500.00, to be paid from those policies in which plaintiff, Tony Wilson, is the contingent beneficiary, and that under the terms of the stipulation and order of this court the said sum of \$12,500.00 shall be paid by the plaintiff's

assigning all of the proceeds remaining unpaid in that certain insurance policy dated August 25, 1943, written by The Prudential Insurance Company of America, being Policy No. 12-575-565, in the amount of \$ 8,883²¹, and that the Clerk of this Court is hereby ordered to pay to defendant, Nancy Ann Wilson, the sum of \$ 8,666⁶⁴, from moneys on hand heretofore deposited by The Praetorians, and the Clerk is hereby ordered to pay to Tony Wilson, plaintiff herein, the sum of \$ 3,958³¹, representing the balance of the funds heretofore deposited by said defendant, The Praetorians, the payment of which shall completely exhaust all of the funds and shall be complete disbursement of said funds heretofore deposited in this case by the said defendant, The Praetorians.

Royce Savage
DISTRICT JUDGE.

APPROVED AS TO FORM:

Rucker, Tabor & Cox

By S. B. Tabor

Joe Francis

Joe Francis
Attorneys for Defendant, Pearl
Johnston and Defendant Nancy
Ann Wilson

Blackstock and Jones

By Blackstock and Jones
Attorneys for Plaintiff.

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

* * * *

TONY WILSON,
Plaintiff
vs.
THE PRATORIAN, INC.,
a corporation,
Defendant

NO. 3910
CIVIL ACTION

FILED
IN OPEN COURT
AUG 23 1956

ORDER

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

ON THIS, the 15 day of August, 1956, came on to be heard the Counterclaim for Interpleader of the Pratorians, a corporation, against Tony Wilson, Plaintiff, Pearl Johnston, Administratrix of the Estate of Lula Mae Wilson, Deceased, Administratrix with will annexed of Oleo Wilson, Deceased, and as Guardian of the Person and Estate of Nancy Ann Wilson, a minor, the sole surviving child of Oleo Wilson and Lula Mae Wilson, deceased, and Nancy H. Wilson, individually; and came all of the above named parties through their attorneys of record and announced ready, and the Court upon examining the pleadings of the parties is of the opinion that all material allegations of the Counterclaim for Interpleader are true and that The Pratorians without fault of its own is exposed to double or multiple liability and vexatious suits and claims and cannot safely determine for itself the proper recipients of the \$5,000.00, the proceeds of the policies involved in this cause, which has been tendered into court; and it further being understood by this Court that all parties agree that said bill of interpleader should be granted;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that The Praetorians be dismissed from this cause without further liability upon its part, and that it recover its costs in the amount of \$125.00, which the Clerk of this court is hereby ordered to pay from the proceeds deposited in this cause.

IT IS FURTHER ORDERED that the firm of Bowyer, Troy, Thomas, Crozier & Harris, attorneys for The Praetorians, recover from the proceeds deposited in this court as attorneys' fees the sum of \$250.00, and the Clerk is hereby ordered to pay said amount.

S. Royal M. ...
JUDGE

APPROVED:

BLACKSTOCK AND JONES

By L. H. Blackstock
Attorney for Plaintiff,
Four Wilson

BOWYER, TROY, THOMAS, CROZIER & HARRIS

By John N. Harris Jr.
Attorneys for Defendant and
Interpleader, The Praetorians

MUCKER, YABGE & COX

By S. Royal M. ...
Attorneys for Interpleaded
Defendants, Pearl Johnston, Admin-
istratrix of the Estate of Lula Ann
Wilson, Deceased, and Administratrix
with will annexed of the Estate of
Cleo Wilson, Deceased, and Guardian
of the Person and Estate of Nancy Ann
Wilson, a Minor, and Nancy Ann Wilson,
Individually

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Mrs. Deloris E. Suman,

Defendant.

Civil No. 3973

FILED

AUG 23 1956

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

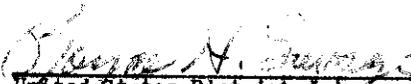
J U D G M E N T

On this 23rd day of August 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 defendant appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer is and should be adjudged in default.

The Court further finds that all the allegations of plaintiff's complaint are true; and that the defendant is indebted to plaintiff in the sum of \$1,392.50 after allowance of all just credit and set-offs; that said claim arises out of the overpayment of subsistence allowance made to defendant.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, Deloris E. Suman, for the sum of \$1,392.50, principal, with interest thereon at the rate of six per cent (6%) per annum from March 14, 1950, until paid, and for the costs of this action.


United States District Judge

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

WALTER T. DANIELS,

Plaintiff,

-vs-

NO. 3604 CIVIL

J. H. BENCH, d/b/a OSAGE TRADING
COMPANY, and JOHN DAVID DANIELS, SR.,

Defendants.

FILED

AUG 24 1956

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

ORDER

On the 24th day of August, 1956, the above matter came on for hearing at pretrial conference, before the Honorable Royce H. Savage, Judge of the District Court of the United States for the Northern District of Oklahoma, with the plaintiff appearing by counsel, Ralph B. Brainard of Claremore, Oklahoma, and with the defendants appearing by counsel, Joseph M. Best of Rucker, Tabor and Cox of Tulsa, Oklahoma.

Upon statement of counsel for the parties, the Court finds that the plaintiff has heretofore signed a release of claims pertaining to the damages claimed in the petition on file herein, in connection with case Number 3604 Civil in this Court, and that said cause was dismissed by him with prejudice; that such action on the part of the plaintiff is res judicata in the present action, and that the same should therefore be dismissed.

IT IS THEREFORE THE ORDER OF THE COURT that the petition and action of the plaintiff be, and the same is hereby, dismissed with prejudice and at the cost of the plaintiff.

APPROVED AS TO FORM:

Royce H. Savage
DISTRICT JUDGE

RUCKER, TABOR & COX
Attorneys for Defendant

Joseph M. Best

RALPH B. BRAINARD, Attorney for
Plaintiff

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

John Earp, Administrator of
the Estate of Carl Mc Clusky,
Deceased,

Plaintiff,

vs.

Harry Long,

Defendant.

No. 3802 Civil.

FILED

AUG 28 1956

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

STIPULATION AND CONTRACT OF COMPROMISE AND
SETTLEMENT, AND MOTION TO DISMISS WITH PRE-
JUDICE.

The plaintiff and his attorneys of record do hereby stipulate, contract and agree that there is a bona fide dispute and controversy involved in this case which the parties have settled and compromised for a valuable consideration, and they do hereby covenant not to sue upon the claim or cause of action involved herein against any person, individual or corporation, and in furtherance thereof, plaintiff and his attorneys of record do hereby move the Court to dismiss this action with prejudice.

John Earp
John Earp, Administrator of the
Estate of Carl McClusky, Deceased.

Plaintiff.

W. C. ...
Attorneys for Plaintiff.

JUDGMENT

It appearing to the Court that this case has been compromised and that the plaintiff and his attorneys have filed herein their Stipulation and Contract of Compromise and Settlement, and Motion to Dismiss with Prejudice, and that the motion to dismiss this case with prejudice should be granted;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this case be and ~~it~~ hereby is dismissed with prejudice to any future action upon the claim involved herein.

DATED this 28th day of August, 1956.



U. S. DISTRICT JUDGE.

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF OKLAHOMA

STANLIND OIL AND GAS COMPANY,

Plaintiff,

v.

No. 32 - 1956

UNITED STATES,

Defendant.

FILED

AUG 29 1956

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

ORDER OF DISMISSAL

On this 29th day of August, 1956, this case was called for the trial and the plaintiff appearing by its attorney, John F. Jones, and the defendant appearing by B. Hayden Crawford, United States Attorney, to the Southern District of Oklahoma, and the court being duly sworn in the premises finds that this action should be dismissed upon the following ground:

I. The United States of America has not given its consent to be sued and consent to the sovereign immunity waived by the Administrative Procedure Act.

II. The Administrative Procedure Act has not been extended by law to plaintiff.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the action of the defendant is dismissed this action is sustained and this court is hereby dismissed.

Noble C. Hood
N. C. HOOD, CLERK

APPROVED AS PLAINTIFF

John F. Jones
John F. Jones
Attorney for Plaintiff
Stanford Oil and Gas Company

B. Hayden Crawford
B. Hayden Crawford
United States Attorney
Southern District of Oklahoma

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

NATIONAL FIRE INSURANCE COMPANY OF
BARTLETT, MISSISSIPPI,

Plaintiff

vs.

JOE EARL STACKHOUSE and JOHN B.
MAGNANIE,

Defendants.

No. 3010

FILED

AUG 29 1956

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

J U D G M E N T

Now on this 29th day of August, 1956, there came on for trial the above captioned cause. Plaintiff appeared by its duly authorized representative and by Walter J. Walden, one of its attorneys, and the defendant, John B. Magnanie by William E. Tillman, his attorneys, and the defendant Joe Earl Stackhouse by Joe Richard, one of his attorneys, and on Findings of Fact and Conclusions of Law heretofore filed in this cause, the Court finds that the following judgment should be entered, and the Clerk is hereby ordered and directed to enter the same.

It is ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, National Fire Insurance Company is fully and finally released and discharged of and from any and all liability whatsoever and by virtue of a policy of liability insurance issued to Joe Earl Stackhouse, and that the Plaintiff is fully and finally released and discharged from any further or other liability to the Defendants, or either of them, on account of an accident occurring on February 13, 1956.

It is FURTHER ORDERED, ADJUDGED AND DECREED that John B. Magnanie and Joe Earl Stackhouse be and each of them be perpetually enjoined from instituting, prosecuting or proceeding in any court on said policy of insurance and by reason of said accident in any action against the Plaintiff.

Done this 29th day of August, 1956.

Walter H. Savage
WALTER H. SAVAGE, JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

CIVIL ACTION

NO. 4004

600 bottles, more or less, each containing 100 tablets; 5135 first aid kits, each containing one 100-tablet bottle, and 450 first aid kits, each containing three 100-tablet bottles, of an article of drug labeled in part: (btl) "100 Water Purification Tablets For Purifying Drinking Water in Canteens Halazone P-sulfone-dichloramido-benzoic acid *** Manufactured by Empire Chemical Co., Inc. New Brunswick, N. J. Each Tablet contains 0.004 GM (1/16 Grain) of Halazone with Sodium Carbonate, Sodium Chloride and Boric Acid ***" or (btl) "100 Water Purification Tablets For Purifying Drinking Water in Canteens Halazone N.W.R. (P-sulfonedichloramido-benzoic acid) Each tablet contains 0.004 GM. (1/16 Grain) of Halazone with sodium carbonate, sodium chloride and boric acid. Abbott Laboratories, North Chicago, Ill. ***"; (swabs) *** Iodine Swabs *** 1 1/2 cc. Mild Tincture Iodine U.S.P. Alcohol 47% Poison ***"; (tube) "Acid Boric Ointment U.S.P. net weight 1 oz. ***"; (pkg) "Small First-Aid Dressing U.S. Army Carlisle Model Sterilized ***"; (wrapper) "Sentinel Sterilized Handy Bandage ***",

Claimant.

FILED

AUG 31 1956

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

DECREE OF CONDEMNATION

On August 17, 1956, a Libel of Information against the above described article was filed on behalf of the United States of America. The libel alleged that the article proceeded against is a drug which was introduced into interstate commerce in violation of the Federal Food, Drug and Cosmetic Act and was adulterated while held for sale after shipment in interstate commerce within the meaning of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 351(b) in that it purports to be and is represented as Halazone Tablets, a drug the name of which is recognized in the National Formulary, an official compendium, and its strength differs from the standard set forth in such compendium.

The aforesaid article is in possession of R.E. Peacock Co. (Central Jobbing Co.), Tulsa, Oklahoma, within the jurisdiction of this court.

It appearing that process was duly issued herein and returned according to law; that notice of the seizure of the above described article was given according to law; and that no persons have appeared or interposed a claim before the return day named in such 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 Water Purification Tablets so seized are adulterated within the meaning of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 351(b) in that they purport to be and are represented as Halazone Tablets, a drug the name of which is recognized in the National Formulary, an official compendium, and their strength differs from the standard set forth in such compendium, and are condemned as forfeited to the United States, and the United States Marshal in and for the Northern District of Oklahoma do forthwith destroy the same and make return of his action to this court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the kits and contents thereof, except the Water Purification Tablets contained therein, be retained by R.E. Peacock Co. (Central Jobbing Co.), as custodian for the lawful owner thereof.

DATED this 31st day of August, 1956.


U. S. DISTRICT JUDGE

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

FRANCIS OIL AND GAS, INC.,
Plaintiff,
vs.
THE UNITED STATES OF AMERICA,
Defendant.

No. 3715 Civil

FILED

SEP - 4 1956

DISMISSAL

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

Pursuant to stipulation of the parties, it is hereby ordered that the above entitled action be and the same is hereby dismissed, with prejudice, each party to bear its respective costs.

DATED this 4th day of Sept., 1956.

(s) Boyer H. Savage
United States District Judge

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

GROVER L. WAGONEE and MILDRED
WAGONER,)

Plaintiffs,)

-vs-)

STANDARD INDUSTRIES, INC.,)
a corporation,)

Defendant.)

No. 3916 - Civil

FILED
IN OPEN COURT
SEP -4 1956

ORDER OF DISMISSAL

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

Upon application of the plaintiff and by stipulation of
all parties herein, it is

ORDERED that plaintiffs' cause of action herein be and
the same is hereby dismissed without prejudice.

DATED this 31st day of August, 1956.

Wm. H. Sawyer
U. S. DISTRICT JUDGE

O.K. James W. Coppedge
Attorney for Plaintiffs

O.K. C. J. Saunders
Attorneys for Defendant

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

* * * * *

HERMAN BECKER and MOLLIE BECKER,
Plaintiffs,
-vs-
McNABB TIRE COMPANY, INC.,
an Oklahoma Corporation, and B. A. MILLER and W. C. MILLER,
Partners, doing business under the firm name of MILLER BROTHERS
TIRE COMPANY, a Partnership,
Defendants.

No. 3986

FILED

SEP - 4 1956

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

JOURNAL ENTRY OF JUDGMENT

On Stipulation and Agreement of the parties hereto for Determination of this Action, the Court finds that payment of rental due on the premises here involved has been made to date and received subject to the terms of the Stipulation and Agreement filed in this cause; that Plaintiffs are entitled to Judgment against the Defendant McNabb Tire Company, Inc., a Corporation, for an Attorney's Fee in the sum of \$250.00, and costs in the sum of \$20.00, and that the sum of \$300.00, paid to the Clerk of this Court in this cause by B. A. Miller and W. C. Miller, Partners, doing business as Miller Brothers Tire Company, shall be paid by the Clerk as follows: To Plaintiffs the sum of \$270.00 in full satisfaction of the Judgment herein rendered; the balance remaining to be paid to Ralph B. Brainard, Attorney, for and on behalf of Defendant McNabb Tire Company, Inc., and that thereupon Defendants B. A. Miller and W. C. Miller be discharged.

IT IS BY THE COURT, THEREFORE, ORDERED AND DECREED:

1. Plaintiffs, Herman Becker and Mollie Becker, are hereby granted judgment as against the Defendant, McNabb Tire Company, Inc., a

Corporation, in the sum of \$250.00, as and for a reasonable Attorney's Fee, together with judgment for costs in the sum of \$20.00.

2. Noble C. Hood, Clerk of this Court, is hereby ordered and directed, out of the sum of \$369.00 deposited in this cause by Defendants B. A. Miller and W. C. Miller, Partners, to pay to Plaintiffs or Plaintiffs' Attorneys of Record, the sum of \$270.00, which payment shall be and constitute full payment and satisfaction of this Judgment and this Judgment shall thereupon be released and discharged of record.

3. The Clerk is hereby Ordered and Directed to pay the balance of any funds remaining to Ralph B. Brainard, Attorney for Defendant, McNabb Tire Company, Inc., for and on its behalf.

4. Defendants B. A. Miller and W. C. Miller, Partners, doing business as Miller Brothers Tire Company, a Partnership, are hereby discharged.

Boyer H. Savage
Judge of the United States District Court
for the Northern District of Oklahoma.

Approved:

Ungerman, Whitebook, Grabel & Ungerman

By

Carl J. Ungerman
Attorneys for Plaintiffs Herman
Becker and Mollie Becker

Ralph B. Brainard
Ralph B. Brainard, Attorney for
Defendant McNabb Tire Company,
Inc., a Corporation.

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

Robert L. Curtis, and
Wanda Curtis,

Plaintiffs,

-vs-

Eastman Richard, Jr., an incompetent,
George W. Stidham, Guardian;
Leona Richard Fox, an incompetent,
O. C. Lynn, Guardian;
Rina Urquhart, now Richard;
F. R. Billingslea;
Martha Nadine Andrews and
Bert A. Andrews;
Roberta Wright McCain and J. S.
McCain;

Defendants.

NO. 3875

FILED
In open Court
SEP 1 1956

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

FINAL DECREE

NOW on this 7th day of ~~August~~ Sept, 1956, this action comes on to be further heard upon the report filed by R. J. Brakey, Leland Seay and Jack Shickram, the commissioners heretofore appointed herein to make partition of the real estate and premises involved in this action, plaintiffs, appearing by their attorney, Creechmore Wallace; the defendants, Martha Nadine Andrews, Robert Wright McCain, J. S. McCain, appearing by their attorneys', Anthis and Gotcher; the defendant, Basil R. Smith, appearing by his attorney, H. W. Carver; the United States of America Intervener appearing by B. Hayden Crawford, United States District Attorney, by Russel H. Smith, Assistant United States District Attorney for the Northern District of Oklahoma, and Luster Cook, United States Trial Attorney, appearing for defendants Eastman Richard, an incompetent, George W. Stidham, guardian, Leona Richard Fox, an incompetent, O. C. Lynn, guardian, and Rina Urquhart;

AND it appearing to the Court that the commissioners, after having first taken and subscribed the oath prescribed by law, which has been duly filed herein, and having thereafter duly gone upon and personally inspected said real estate and premises described as follows:

The South Half (s/2) of the Northeast Quarter (NE/4) and Lots One (1) and Two (2) all in Section 5, Township 17 North, Range 7 East.

HAVE duly reported that said premises cannot be partitioned to the owners thereof without great and manifest injury, and that said commissioners have valued and appraised said real estate and premises as follows:

Real Estate.....	\$25,000.00
Mineral Rights.....	\$ 5,250.00

And no objections having been made or exceptions taken to said report:

IT is by the Court, considered, ordered, adjudged and decreed that the report of the commissioners be, and the same is hereby in all things, ratified, confirmed and approved by the Court.

AND it further appearing that Robert L. Curtis, one of the plaintiffs herein, has duly filed herein, his election to take said real estate and premises at the appraised value of thirty thousand, two hundred and fifty dollars (\$30,250.00), it is by the Court, further considered, ordered and adjudged and decreed, that the United States Marshal of the Northern District of Oklahoma, be,

and he is hereby ordered and directed to make, execute, and deliver a deed duly conveying the above described real estate and premises and all improvements thereon and appurtenances thereunto belonging to the said Robert L. Curtis, upon payment by him to the Court Clerk of the United States District Court for the Northern District of Oklahoma, the sum of ^{Twenty} ~~Twenty~~ four thousand, two hundred ^{Hundred} ~~two~~ dollars (\$24,200.00) to be disbursed by the Court Clerk to the plaintiff, Wanda Curtis and the defendants named herein in the proportion due each of said parties of the appraised value of said real estate and premises.

(s) Robert A. [Signature]
 United States District Judge for
 the Northern District of
 Oklahoma

C. L. :

Blackmore Wallace
 Blackmore Wallace,
 Attorney at Law:

Luster Cook
 Luster Cook, United States Trial Attorney,
 Eastern District of Oklahoma, Eastern District,
 Jr., Incopartent, George W. Childers,
 Guardian; Laura Richard Fox, Incopartent,
 S. C. Lynn, Guardian; and Nina Irby Hart,
 nee Richard;

Antonia G. Gocher
 Antonia G. Gocher,
 Attorney at Law, Martha G. Gocher
 Andrews, Roberts, Gair, McCair and G. L.
 McCain;

W. J. Carver
 W. J. Carver,
 Attorney at Law, Basil F. [Signature]

Waylon B. Crawford
 United States District Attorney
Hubbell Smith
 Hubbell Smith
 Assistant United States District Attorney

For: United States District Court, Oklahoma