

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

GENERAL ELECTRIC COMPANY,
a corporation,

Plaintiff,

vs.

ZEFF-GILBERTS, INC.,
a corporation,

Defendant.

No. 3662-Civil

FILED

MAR 27 1956

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

ORDER DISMISSING APPEAL

The defendant Zeff-Gilbert, Inc. having filed herein an abandonment of its appeal heretofore taken herein, and its motion to dismiss said appeal:

IT IS THEREFORE ORDERED that said motion to dismiss be sustained and that the said appeal be and the same is hereby dismissed.

Dated this 27th day of March, 1956.

(Sgd) Royce H. Savage
DISTRICT JUDGE

O. K.

(Sgd) Eugene E. Hugomann
Attorney for Defendant
Keljean Addison
Attorney for Plaintiff

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

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

Plaintiffs,

-178-

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

MAR 27 1956

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

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The above entitled cause came on regularly for trial before the court without a jury on this 12th day of March, 1956, the plaintiffs appearing by their attorney, H. B. Watson, Jr., and the defendants, Maud D. Sellers, D. C. Sellers, Jr., Janice Sellers Crouch, Miriam Sellers Lapham, Hugh Allen Sellers, Jack B. Sellers, William Charles Sellers, James A. Sellers, Johnie W. Schuller and Richard Allen Sellers, D. C. Sellers, Jr. and Janice Sellers Crouch, Co-Executors of the Estate of D. C. Sellers, Sr., deceased, appearing by their attorney, Jack B. Sellers, the defendant, J. H. A. Dumas, appearing in person and by his attorney, Jack B. Sellers, the defendants, C. F. Urschel and Charles F. Urschel, Jr., appearing not, but having filed an answer and made a general appearance herein and the defendant, Diana Hirsch, having been duly served with summons, appeared not. Testimony having been offered and evidence having been introduced and the court being fully advised in the premises, now makes and files its

FINDINGS OF FACT

1. That all parties to this action claim title through a common party, to-wit: Alex Vercl, that said party, by deed dated October 19, 1911, recorded in Book 77 at page 508 of the

office of the County Clerk of Creek County, Oklahoma, conveyed to Thomas B. Slick an undivided royalty interest in and to all oil produced or caused to be produced from the following described premises, to-wit:

SW/4 of Section 27 and the
SE/4 of the SE/4 of Section
28, all in T-17-N, R-8-E,
Creek County, Oklahoma,

that said interest is 1/2 of the royalty reserved by the owner of the leasing rights. That said Alex Vencil, by Warranty Deed dated February 26, 1946, recorded in Book 533 at page 204 of the records in the office of the County Clerk of Creek County, Oklahoma, conveyed to J. H. A. Dumas the surface and an undivided 1/2 interest in and to the oil, gas and other minerals in and under the above described lands. That Minnie Vencil, the surviving widow and sole heir of Alex Vencil, deceased, on the 26th day of June, 1950, by Quitclaim Deed, recorded in Book 607 at page 318 in the records in the office of the County Clerk of Creek County, Oklahoma, conveyed all of her right, title and interest in and to the above described land to J. H. A. Dumas.

2. That on February 1, 1955, defendants, C. F. Urschel, Charles F. Urschel, Jr., and plaintiffs, Aberdeen Petroleum Corporation and Joseph P. Kennedy, for valid consideration, made, executed and delivered to D. C. Sellers, Sr., oil and gas leases covering the above described lands and providing for a royalty of 3/16 of all gas and other minerals produced. That by virtue of an error in preparation of said leases they provide for a royalty of 1/8 on all oil produced, whereas, it was the agreement and intention of the parties for said leases to provide for a royalty of 3/16 of all oil produced and said leases should be reformed to comply with the intention of the parties.

That on June 14, 1954, J. H. A. Dumas, made, executed and delivered to D. C. Sellers, Sr., oil and gas lease covering the SW/4 of Section 27-17N-8E, Creek County, Oklahoma, which lease provides for a royalty of 1/8 of all oil, gas and other minerals produced.

11

CONCLUSIONS OF LAW

1. That the defendants, C. F. Urschel and Charles F. Urschel, Jr., are vested with an undivided $1/32$ of $3/16$ royalty on all oil produced from the above described premises under the terms and provisions of the above described oil and gas lease from said parties to D. C. Sellers, Sr., that said defendants are successors in title to Thomas B. Slick and, therefore, their interest is a non-participating royalty interest of an undivided $1/32$ of the royalties reserved under oil and gas leases to be executed in the future, which leases may be entered into by the party being vested with leasing rights without the knowledge or consent of these defendants; that the party owning the leasing rights is entitled to the bonus consideration and delay rentals due under the terms and provisions of such future leases.

2. That plaintiff, Aberdeen Petroleum Corporation, is vested with an undivided $37,600/75,000$ of $15/32$ of $3/16$ royalty on oil produced from the above described premises under the terms and provisions of the above described lease from said party to D. C. Sellers, Sr., that said party is a successor in title to Thomas B. Slick and is vested with a non-participating royalty interest of $37,600/75,000$ of $15/32$ of the royalty on all oil produced or caused to be produced under all leases to be executed in the future; that the party being vested with the leasing rights may execute oil leases without the knowledge or consent of said plaintiffs and the party owning the leasing rights is entitled to the bonus consideration and delay rentals due under the terms and provisions of such leases to be executed by said party in the future.

3. That plaintiff, Joseph P. Kennedy, is vested with an undivided $37,390/75,000$ of $15/32$ of $3/16$ royalty on all oil produced from the above described premises under the terms and provisions of the oil and gas lease from him to D. C. Sellers, Sr., which is more fully described above; that said plaintiff is

a successor in title to Thomas B. Blick and is vested with a non-participating royalty interest of 37,390/75,000 of 15/32 of the royalty on all oil produced or caused to be produced under oil leases to be executed in the future; that the party owning the leasing rights may execute leases without the knowledge or consent of said plaintiff and such party owning the leasing rights will be entitled to the bonus consideration and delay rentals due under the terms and provisions of such leases to be executed in the future.

4. That defendant, J. R. A. Dumas, is vested with the fee simple title in and to the surface estate, gas and other minerals except oil in and under the above described premises; that said party is vested with title to the oil in and under the above described premises subject to the outstanding royalty interests owned by the parties set out above and further subject to the terms, provisions and conditions of the oil and gas lease from said defendant as lessor to D. C. Sellers, Sr., as lessee, which oil and gas lease is more fully described above; that said party is vested with all leasing rights, including the right to receive bonus consideration for the execution of oil and gas leases in the future and the right to receive delay rentals due under the terms and provisions of such leases; that said party is vested with an undivided 1/2 interest in and to all royalty from the production of oil under oil and gas leases to be executed in the future, the remaining undivided 1/2 interest in and to all royalty from oil to be produced under future leases being vested in the parties set out above.

5. That defendants, Maud D. Sellers, D. C. Sellers, Jr., Janice Sellers Crouch, Miriam Sellers Lapham, Hugh Allen Sellers, Jack E. Sellers, William Charles Sellers, James A. Sellers, Johnie Schuller and Richard Allen Sellers, D. C. Sellers, Jr. and Janice Sellers Crouch, Co-Executors of the Estate of D. C. Sellers, Sr., deceased, are vested with full title to the oil

and gas leasehold estate in and under the above described premises according to the terms and provisions of the above described oil and gas leases taken in the name of D. C. Sellers, Sr., as lessee.

Let judgment be entered accordingly.

Royce L. Savage

Honorable Royce Savage
District Judge

Okay as to form

1st *Jack B. Sellers*

Jack B. Sellers

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

IDA MAE PHELAN,

Plaintiff,

vs.

CARL W. LONGMIRE AND WESTERN
SURETY COMPANY, a corporation,
and DR. E. H. WERLING,

Defendants.

NO. 3826-C

FILED

MAR 28 1956

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

ORDER AND JUDGMENT

The Clerk is directed to enter the following orders and judgments:

1. It is ordered that the several motions to dismiss of the Defendants, Carl W. Longmire and Western Surety Company, be and they are hereby sustained.

2. The Plaintiff is hereby given leave to amend her Complaint, but in open Court, having declined the opportunity to amend and having elected to stand on her original Complaint, it is adjudged that the Plaintiff shall take nothing against the Defendants, Carl W. Longmire and Western Surety Company, and Plaintiff's action against the Defendants, Carl W. Longmire and Western Surety Company, is hereby dismissed upon the merits.

3. It is further ordered and adjudged that the Defendants, Carl W. Longmire and Western Surety Company, have and recover their costs of action of and from the Plaintiff, Ida Mae Phelan.

Dated at Tulsa, Oklahoma, this 28 day of March, 1956.


United States District Judge

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF OKLAHOMA

BURENAN CORPORATION,
Plaintiff,
vs.
ZEEB-GILBERT, INC.
Defendant.

CIVIL NO. 3522

FILED

MAY 11 1956

JOURNAL ENTRY OF JUDGMENT
AND PERMANENT INJUNCTION

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

On this 30 day of May, 1956,

this cause came on to be heard on the stipulation of counsel for both parties hereto, both parties appearing by counsel; and the Plaintiff and Defendant having waived trial and agreed upon a basis for the adjudication of the matters alleged in the Complaint filed herein and having agreed upon the entry of a final judgment in this cause and having entered into a written agreement, the original of which is filed with the Court, and due deliberation being had thereon;

NOW, on motion of Counsel for both parties, IT IS ORDERED, ADJUDGED AND DECREED, that the Defendant, ZEEB-GILBERT, INC., its agents, servants, employees and all persons acting in concert with it, be and they hereby are permanently enjoined and forbidden to wilfully sell, advertise for sale, offer for sale or agree to sell any product, article, appliance or other item manufactured, sold or distributed by or through Plaintiff which bear any of Plaintiff's registered trade marks or trade names, at a price or prices less than those stipulated in and currently in force under such trade contracts between Plaintiff and any other retailer or merchant where Defendant or its agents, servants, employees, and persons acting in

concert with Defendant have knowledge of or have received notice of such fair-trade agreements and of the minimum retail prices stipulated therein.

IT IS FURTHER ORDERED, DECREED AND ADJUDGED that Plaintiff recover no money or monies of Defendant as damages in this action for any sales heretofore made by Defendant of any product, appliance, article or item subject to Plaintiff's fair-trade agreements.

DATED the year and date hereinabove first mentioned.

[Signature]
United States District Judge

APPROVED:

James R. Ryan
Attorney for Plaintiff

APPROVED:

William Lester
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

88.59 Acres of Land, More or Less,
Situate in Osage County, Oklahoma,
and Joe J. Crow, et al,

Defendants.

No. 3745 - CIVIL

FILED

MAR 30 1956

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

J U D G M E N T

This matter having come on before the court pursuant to regular assignment this 30 day of March, 1956, and it appearing to the court that the defendant, Susan Hildebrand LaMotte, as owner of Tract No. 4, has filed an entry of appearance and acknowledged notice of all proceedings since the inception of this case, and has receipted for her fair share in this condemnation action in the amount of \$1,100.00; and that the defendants, Joe J. Crow and wife, Gladys Crow, as owners of Tract No. 2, and Roy W. Hughes and wife, Nellie M. Hughes, as owners of Tract No. 3, being represented by Chester A. Brewer, attorney, have stipulated with the United States of America, represented by B. Hayden Crawford, United States Attorney, and Charles H. Froeb, Assistant United States Attorney, for the Northern District of Oklahoma, that the fair market value and just compensation of Tract No. 2 is in the amount of \$6900.00, and that the fair market value and just compensation of Tract No. 3 is in the amount of \$3450.00, and all parties having waived trial by jury, and each and all of the defendants having agreed with the plaintiff as to fair market value and just compensation for the property which the plaintiff has condemned,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Tracts No.'s 2, 3 and 4, as described in the Declaration of Taking No. 1, are hereby condemned, and that the United States be and is hereby vested with fee simple title, subject, however, to existing easements for public roads and highways, public utilities, railroad pipe lines; less and except all oil, gas, coal and other minerals owned by the Osage Tribe of Indians pursuant to Act of Congress approved August 1, 1906 (L. 539) and acts amendatory thereof and supplementary thereto, and all gas, coal and other mineral leases granted by the Osage Tri.

as to Tract No. 2, reserving to the record owners of the land and of the minerals in the land a perpetual and assignable easement over the presently constructed road along the West side of land described as Tract No. 2; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of the District Court prepare and forward checks to the following owners of Tracts No.'s 2 and 3 as herein indicated:

Tract No. 2 - Joe J. Crow and Gladys Crow, Route #3,
Bartlesville, Oklahoma, \$6900.00

Tract No. 3 - Roy W. Hughes and Nellie M. Hughes, Route
#3, Bartlesville, Oklahoma, \$ 3450.00

Dated this 30th day of March, 1956.

(S) Royce H. Savage
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

Chester A. Brewer

Chester A. Brewer,
Attorney for Defendants,
Joe J. Crow, Gladys Crow,
Roy W. Hughes and Nellie
M. Hughes.

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

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

CLEO B. TEVEBAUGH,

Plaintiff

vs.

STEEGER PRODUCTS
MANUFACTURING CORPORATION

Defendant

No. 3812-Civil

FILED

APR - 3 1956

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

JUDGMENT

This action came on to be heard before the Court, without a jury, on the 26th day of March, 1956, the parties having appeared by their respective counsel, and the issues having been duly tried, and the Court having made its findings of fact and conclusions of law, duly filed in the case, it is hereby

ORDERED, ADJUDGED AND DECREED that plaintiff recover of defendant the sum of \$280.82, together with the additional sum of \$200.00 as reasonable attorney's fee, and costs of the action.

Dated this 3rd day of Apr, 1956.

James H. Savage
United States District Judge

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

General Electric Company,
a corporation,

Plaintiff,

vs.

No. 3732 Civil

Skaggs Drug Center, Inc.,
a corporation,

Defendant.

FILED

APR - 4 1956

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

CONSENT JUDGMENT

This action having been brought for an injunction permanently restraining and enjoining the defendant, its officers, agents, employees and all other persons acting under the authority or control of the defendant, from advertising, offering for sale or selling, at retail, in the State of Oklahoma, portable appliances, radios, clocks, automatic blankets, fans, heaters, heating pads and vacuum cleaners manufactured and sold by plaintiff and bearing plaintiff's trademark "General (GE) Electric" at prices which are less than the minimum retail resale prices established by plaintiff pursuant to agreements, all in the same form, entered into between plaintiff and various retail dealers throughout the State of Oklahoma, and it appearing that the summons and complaint herein were duly served on the defendant on June 9, 1955.

And upon reading and filing the summons and the verified complaint herein, together with proof of due service thereof upon the defendant, all in support of a permanent injunction, and the attached consent of the defendant, Skaggs Drug Center, Inc.,

00, upon motion of Rainey, Flynn, Green E. Anderson and
Edgison and Dixon, attorneys for the plaintiff herein,

IT IS ORDERED, ADJUDGED AND DECREED that the defendant, its
officers, agents, employees and all persons acting under the
authority or control of the defendant, and each of them, be and
they hereby are permanently enjoined and restrained from advertis-
ing, offering for sale or selling at retail in the State of
Oklahoma, portable appliances, radios, clocks, automatic blankets,
fans, heaters, heating pads and vacuum cleaners manufactured
and sold by plaintiff and bearing plaintiff's trademark "General
(GE) Electric" at prices below the minimum retail resale prices
established by the plaintiff therefor pursuant to agreements
entered into between the plaintiff and various retail dealers
throughout the State of Oklahoma, or at such prices as may here-
after be established for such appliances by the plaintiff, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither
party shall recover from the other party any costs or damages
herein.

Entered this 4th day of Apr., 1956.

(s) Royce H. Savage
Judge of the United States
District Court

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

General Electric Company,
a corporation,

Plaintiff,

vs.

No. 3732 Civil

Keegan Drug Center, Inc.,
a corporation,

Defendant.

C O N S E N T

Keegan Drug Center, Inc., the defendant in the above-entitled action, does hereby consent that the foregoing final judgment may be entered against it, without further notice.

KEEGAN DRUG CENTER, INC.

By *C. H. Cook Miller*
Its *Vice-President*

STATE OF *Utah* }
COUNTY OF *Salt Lake* } ss

Before me, the undersigned, a Notary Public in and for said county and state, on this *2nd* day of *April*, 1956, personally appeared *C. H. Cook Miller*, to be known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its *Vice-President* and acknowledged to me that *he* executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Samuel N. Boller
Notary Public

My commission expires:
7-22-56

(Signature)

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

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

Respondents,

Emmett Willard Ward,

Claimant.

No. 3809 Civil

FILED

APR 11 1956

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

AMENDED JUDGMENT

Pursuant to Rule 60(a) of the Federal Rules of Civil Procedure, upon motion of the United States of America, represented by B. Hayden Crawford, United States Attorney, and Charles H. Froeb, Assistant United States Attorney, for the Northern District of Oklahoma, and without notice to the respondents or claimant herein, the court

HEREBY ORDERS, ADJUDGES AND DECREES that the judgment in the above styled cause rendered and filed January 24, 1956, be corrected only in so far as the disposition of the 1947 Dodge Coupe, Motor No. 302101392 GMC as follows:

That the 1947 Dodge Coupe, Motor No. 302101392 GMC shall be delivered to the United States Marshal for sale pursuant to Title 40, United States Code Annotated, Section 304 i.

Dated this 11th day of April, 1956.


U. S. DISTRICT JUDGE

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

THE PECRIA CO., a Corporation,)

Plaintiff,)

vs.)

NO. 3859 CIVIL

I. A. JACOBSON and CHANDLER-)

FRATES COMPANY, a Corporation,)

Defendants.)

FILED

APR 16 1956

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

ORDER OF DISMISSAL

On this 11th day of April, 1956, it appearing that Plaintiff and Defendants have compromised and settled all controversies between them involved in the above entitled cause, on motion of counsel for Plaintiff and Defendants that the above entitled cause be dismissed,

IT IS ORDERED that the above entitled cause be and the same is hereby dismissed, each party to bear his respective costs heretofore incurred.

W. H. Jones
United States District Judge

APPROVED:

Walter Boesche
Attorney for Plaintiff

P. M. Cook
Attorney for Defendants

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

Oscar C. Caudill,)
)
Plaintiff,)
)
vs.) No. 3879 Civil
)
Frank Lewis Joste,)
)
Defendant.)

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

DISMISSAL WITH PREJUDICE

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

Dated this 18 day of April, 1956.

Oscar C. Caudill
Plaintiff

E. P. Littlefield
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered action be dismissed with prejudice to the right to bring a future action, this 18 da. of April, 1956.

(4) Worcester H. Savage
U. S. District Judge

rda/mr

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

A. L. SEATON,)
)
 PLAINTIFF,)
)
 VS)
)
 RAYMOND DI PAGLIA, FLOREN DI PAGLIA,)
 and HILARY DI PAGLIA, co-partners,)
 d/b/a BUILDERS SUPPLY COMPANY, and)
 DALE EDWARD JACKMAN,)
)
 DEFENDANTS.)

NO. 3765

FILED
APR 19 1956
NOBLE C. HOOD
Clerk, U. S. District Court

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, A. L. Seaton, and for a consideration, the receipt of which is hereby acknowledged, does hereby dismiss with prejudice to further action, the above styled cause of action, as against Raymond DiPaglia, Floren DiPaglia and Hilary DiPaglia, co-partners, d/b/a Builders Supply Company and Dale Edward Jackman.

Dated this 18 day of April, 1956.

A. L. Seaton
A. L. SEATON, Plaintiff.

Edith Imogene Seaton
EDITH IMOGENE SEATON,
Plaintiff's wife.

Donald Church
DONALD CHURCH,
Attorney for Plaintiff.

ORDER

Upon motion of plaintiff and his counsel:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the above styled cause of action be dismissed with prejudice to further action upon the part of the plaintiff, A. L. Seaton,

as against the defendants, Raymond DiPaglia, Floren DiPaglia,
and Hilary DiPaglia, co-partners, d/b/a Builders Supply Company,
and Dale Edward Jackman.

Dated this 19th day of April, 1956.

151 Royce H. Savage
JUDGE

Seaton, as against the defendants, Raymond DiPaglia, Floren
DiPaglia and Hilary DiPaglia, co-partners, d/b/a Builders
Supply Company, and Dale Edward Jackman.

Signed this 19th day of April, 1956.

151 Royce H. Savage
JUDGE

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

DEWEY PORTLAND CEMENT COMPANY,
a Corporation,

Plaintiff

vs.

LOCAL UNION NO. 5 OF UNITED CEMENT,
LIME and GYPSUM WORKERS INTERNATIONAL
UNION, DEWEY, OKLAHOMA, affiliated with
the AMERICAN FEDERATION OF LABOR,
E. O. MARTIN, EDSON FERRY, MELVIN GANN,
KEITH E. STEPHENS and JOSEPH ISHOM,

Defendants

Civil No. 3848

FILED

APR 20 1956

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

ORDER DISMISSING ACTION

NOW ON this 20th day of April, 1956, upon motion of
plaintiff and defendants filed herein seeking the dismissal
of this action with prejudice;

IT IS HEREBY ORDERED BY THIS COURT that the above
styled and numbered action and each and every count thereof
be, and the same are hereby dismissed with prejudice and at
the cost of the defendants.

(S) Bruce H. Swage
United States District Judge

APPROVED AS TO FORM:

James R. Boyer

Attorneys for Plaintiff

UNGERMAN, WHITEBOOK, GRABEL & UNGERMAN

By _____
Attorneys for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

One 1954 Mercury Monterrey Sport Coupe,
Motor No. 54WA68768M, its tools and
appurtenances; and approximately 2 gal-
lons of nontaxpaid distilled whiskey and
the containers thereof,

Respondents,

Helen Price (now Helen Floyd), L. D.
Mayberry and Pacific Finance Corpora-
tion,

Claimants.

Civil No. 3895

FILED
IN OPEN COURT
APR 20 1956

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

J U D G M E N T

Pursuant to the Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the two (2) gallons of nontaxpaid distilled spirits and the containers thereof be and the same are hereby forfeited to the United States of America; and that the 1954 Mercury Monterrey Sport Coupe, Motor No. 54WA68768M, its tools and appurtenances be and the same is hereby forfeited, and that the claimants, L. D. Mayberry and Helen Price (now Helen Floyd) are decreed to have no claim, right, title or interest whatsoever in said vehicle, and that said vehicle be and the same is hereby ordered to be turned over to the Pacific Finance Corporation, claimant and cross-petitioner herein, upon payment of all storage costs, and that possession and title be vested in the Pacific Finance Corporation thereto.

Dated this 20th day of April, 1956.

(5) *Royce H. Savage*
UNITED STATES DISTRICT JUDGE

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

ORLAND ERNEST REE,

Plaintiff,

vs.

NORMAN LEE PITTS,

Defendant.

No. 3825 Civil ✓

FILED

APR 24 1956

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

ORDER

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

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

(S) N.R. Wallace

JUDGE

APPROVED FOR ENTRY:

Theron W. Agee

Theron W. Agee

Robert R. Cress

Robert R. Cress

ATTORNEYS FOR PLAINTIFF

TROWER, FERGUSON & GAITHER

By *[Signature]*

Attorneys for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN

DISTRICT OF OKLAHOMA

BRUCE MAXWELL,
Plaintiff,
Vs.
REDA PUMP COMPANY,
Defendant.

NO. 3840 CIVIL **FILED**

APR 25 1956

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

ORDER OF DISMISSAL

Now on this 25th day of April, 1956, this cause comes on for hearing on Motion of the Plaintiff to dismiss his cause with prejudice, and it appearing to the Court that the Plaintiff has filed herein his dismissal and that the parties have settled and compromised their differences.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Plaintiff's cause of action be and the same is hereby dismissed at the cost of the Plaintiff.

(5) Royce H. Savage
JUDGE

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

Oklahoma Turnpike Authority,

Plaintiff,

v.

M. J. 1034-1034

W. J. Griffin et al.,
Defendants.

FILED

APR 27 1956

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

JUDGMENT

This matter having come on before the court pursuant to regular assignment this 27th day of April, 1956, Plaintiff being represented by James C. Hamill; the United States of America and the defendants, Mary Thompson Williams, Victor Griffin, Frank Griffin, Ardina Griffin, Mayer Griffin, Victoria Griffin Waters, Ardina Nevada Moore, Melvin Quapaw, Andrew Quapaw, Anna Nell Quapaw, Edward Quapaw, Betty Lou Quapaw, Jessie Jean Quapaw, Geneva Quapaw Young, Henry Edward Hoffman, Jr. and Charles Felix Hoffman, restricted Indians, being represented by B. Hayden Crawford, United States Attorney, and Charles H. Stubb, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants, Henry E. Hoffman, Maxine Magie Harris, Mattie Warren, W. R. Slagle and Sam Woodsides, unrestricted owners, having made no answer herein and having filed exception to the award of the Commissioners, trial by jury having been waived by all parties hereto, the court finds that proper service has been had upon the parties in this action, and that the Commissioners, having been duly appointed herein, have rendered an appraisal of the property described herein in the amount of \$2500.00 on April 4, 1956,

IT IS HEREBY ORDERED, ADJUDGED AND DECORDED that the fee simple title to the surface rights only and not including the oil, gas or mineral rights on the property described herein is hereby condemned and title thereto is vested in the Oklahoma Turnpike Authority and judgment is rendered for the defendants in the sum of \$2500.00. The Clerk of this court is hereby directed to prepare checks, payable to the Bureau of Indian Affairs, and mail same to Paul L. Fickinger, Area Director, Bureau of Indian Affairs, Muskogee, Oklahoma,

for the use and benefit of the restricted Indian lands as follows:

Mary Thompson Williams	05/120	100.00
Victor Griffin	24/120	100.34
William Griffin	12/120	43.35
Spring Griffin	12/120	43.35
Agnes Griffin	12/120	43.35
Victoria Griffin Detore	12/120	43.35
Anna Howard Moore	12/120	43.35
Melvin Quapaw	15/120	34.16
Madge Quapaw	15/120	34.16
Anna Bell Quapaw	15/120	34.16
Edward Quapaw	15/120	34.16
William Quapaw	15/120	34.16
John Quapaw	15/120	34.16
Geneva Quapaw	20/120	72.22
William Quapaw	20/120	72.22
William Quapaw	20/120	72.22

And to pay said sum in check to the following named unrestricted owners in the amount indicated by said check:

James C. Hamill	30/120	100.33
Maxine Siegle Hamill	15/120	162.45
Walter Hamill	15/120	34.16
Wm. Siegle	15/120	34.16
Wm. Siegle	15/120	34.16

Witness my hand and seal of office this 22nd day of April 1944.

Royce H. Savage
 United States District Judge

APPROVED:
James C. Hamill
 James C. Hamill,
 Attorney for Plaintiff.

E. Hayden Crawford
 E. Hayden Crawford,
 United States Attorney,
 Attorney for United States of
 America and restricted Indian
 lands.

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

Oklahoma Turpike Authority,
Plaintiff,

vs.

vs.

No. 1031 Civil

0.2, 2nd of 1st. block of lots, in
Section 14, Township 12 North, Range
25 East, in Chickasaw County, Oklahoma,
Paul Good eagle, Indian States of
America, et al,

Defendants.

FILED

APR 27 1956

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

J U D G E M E N T

This matter having come on before the court pursuant to regular assignment
this 27 day of April, 1956, plaintiff being represented by James C.
Hamill; the United States of America and the defendants being represented by B.
Hayden Crawford, United States Attorney, and Charles H. Froeh, Assistant United
States Attorney, for the Northern District of Oklahoma; trial by jury having been
waived by all parties hereto, the court finds that proper service has been had
upon the parties in this action, and that the Commissioners, having been duly
appointed herein, have rendered an appraisal of the property described herein in
the amount of \$100.00 on January 27, 1956,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the fee simple title
to the surface rights only and not including the oil, gas or mineral rights
on the property described herein is hereby condemned and title thereto is vested
in the Oklahoma Turpike Authority and judgment is rendered for the defendants
in the sum of \$100.00. The Clerk of this court is hereby directed to prepare
checks, payable to the Bureau of Indian Affairs, and mail same to Paul L. Pickinger,
Area Director, Bureau of Indian Affairs, Muskogee, Oklahoma, for the use and benefit
of the restricted Indian wards as follows:

Newakis Hampton (Temeah Quapaw)	04/96	\$ 67.30
Paul Good eagle	5/96	5.23
Clara Mae Good eagle	5/96	5.23
Alice Thomas Good eagle	2/50	2.10

Dated this 27 day of April, 1956.

APPROVED:

James C. Hamill
James C. Hamill,
Attorney for Plaintiff
B. Hayden Crawford
B. Hayden Crawford

Noble C. Hood
United States District Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

James C. Baadli,

Plaintiff,

vs.

No. 5632 (114)

et al.,
Defendants.

FILED

APR 27 1956

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

JUDGMENT

This matter coming on for hearing pursuant to regular assignment, and the plaintiff being represented by James C. Baadli, and the United States of America and the defendants, as restricted Indians, being represented by B. Hayden Crawford, United States Attorney, and Charles H. Froeb, Assistant United States Attorney, for the Northern District of Oklahoma, and it appearing to the court that complaint was filed in this cause December 20, 1955, and that notice of condemnation was mailed to each of the defendants on that date and that personal service has been had on all the defendants, and that the United States has filed its answer herein, and that the court appointed Commissioners to view the property on January 16, 1956, and that said Commissioners reported on January 27, 1956, that the value of the property taken in this condemnation is in the total amount of \$1100.00; there being no demand for jury trial filed by the parties of record hereto, the court accepts the Commissioners' report as final, and

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the fee simple title to the surface rights only and not including oil, gas or mineral rights on the property described in the complaint (206.263ths interest therein) is hereby condemned and title thereto vested in the Oklahoma Turnpike Authority, and that the defendants have judgment in the amount of \$1100.00. The Clerk of this court is directed to prepare a lump sum check in the amount of \$1100.00, payable to the Bureau of Indian Affairs, and mail to Paul D. Fiedinger, Area Director, Bureau of Indian Affairs, Muskogee, Oklahoma, for credit to the following restricted Indian owners:

Samuel A. Perry	8/20/13	220.04
Wm. Lee Wood Wilson	9/6/21/13	512.54
Ellen Wilson	10/20/13	53.42
John Wilson	10/21/13	53.42
Henry Crowman	10/22/13	52.40
John Wood Howell	11/2/13	55.42
Charles Woodward	5/28/13	28.30
William Woodward	2/2/13	26.02

THIS IS THE 27 day of April, 1856.

Thos. H. Swasey
United States District Judge

APPROVED:

James C. Merrill
James C. Merrill,
Attorney for Plaintiff.

H. Hayden Wood
H. Hayden Wood
United States Attorney,
Attorney for Defendants.

herein and described as follows:

A tract of land lying in the Southwest Quarter of the Southeast Quarter of Section 15, Township 25 North, Range 9 East, and described as follows:

Beginning at a point that is south 89 degrees 29 minutes east a distance of 294 feet and north 0 degrees 31 minutes east a distance of 50 feet from the quarter corner between Sections 15 and 22, Township 25 North, Range 9 East, thence from this point of beginning north 0 degrees 31 minutes east for a distance of 208.7 feet, thence south 89 degrees 29 minutes east for a distance of 208.7 feet, thence south 0 degrees 31 minutes west for a distance of 208.7 feet, thence north 89 degrees 29 minutes west for a distance of 208.7 feet to the point of beginning, and containing one acre, more or less;

that plaintiff has been unable to acquire title to the said property by purchase.

The court further finds that the fair cash market value of said real estate is the sum of \$150.00.

IT IS THEREFORE ORDERED AND DECREED that on payment by the plaintiff of the said sum in the manner herein directed, the fee simple title of the real property above described, subject to the reservation of oil, gas, coal and other minerals to the Usage tribe of Indians, as provided in the Act of Congress of June 28, 1906 (34 Stat. L. 539) and acts amendatory thereof and supplementary thereto, and the right of complete possession thereof, be vested in the plaintiff, free and clear of all ownership and right of possession of the defendant, Harry Red Eagle, Usage Allottee No. 535, and all persons claiming by, through or under him.

The plaintiff is directed to pay the said sum to the United States District Court at Tulsa, Oklahoma. On receipt of said payment the clerk of this court is directed to disburse the same by sending to the Usage Agency at Pawhuska, Oklahoma, voucher therefor, payable to the Bureau of Indian Affairs for Harry Red Eagle, Usage Allottee No. 535, and on receipt of said payment the clerk is directed to furnish to the plaintiff certified copy of this decree, which certificate is to contain statement that payment has

been made.

~~W. H. Savage~~
(Royce H. Savage)

Judge

U. S.

~~Arthur J. Kane~~
(Arthur J. Kane)

Attorney for Plaintiff

F. Hayden Crawford, United States Attorney

~~Charles E. Freub~~
(Charles E. Freub)

Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

United States of America,

Plaintiff,

vs.

R. M. Hammond and
Lucille E. Hammond,

Defendants.

Civil No. 3666

FILED

MAY - 1 1956

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

ORDER

On this 30th day of April 1956, this matter coming on for hearing on motion of the United States of America to dismiss the above-styled and numbered cause with prejudice, and the Court having been fully advised in the premises finds that the motion should be sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that this case be dismissed in the above styled and numbered cause with prejudice.

(5) George H. Savage
United States District Judge

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

JACK GRAVES,

Plaintiff,

-vs-

W. E. SUNDAY, Administrator
of the Estate of ERNEST O. CHANEY,
Deceased,

Defendant.

No. 3816-Civil

FILED

MAY - 1 1956

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

JOURNAL ENTRY OF JUDGMENT

And now on this 23rd day of March, 1956, this cause came on for trial at this term, the plaintiff appearing by and through his attorneys, Rucker, Tabor & Cox, and Jack M. Thomas, and the defendant, although called three times in open court came not but made default.

The court having heard evidence finds:

That W. E. Sunday, was duly appointed administrator of the estate of Ernest O. Chaney, deceased, in the County Court in and for Rogers County, Oklahoma on the 9th day of November, 1955.

The court further finds that from the evidence introduced at the time of trial, shows that the deceased, Ernest O. Chaney, was operating his motor vehicle in a negligent, reckless and careless manner and that this negligence, recklessness and carelessness was the proximate cause of the damages sustained by the plaintiff in the amount of \$13,870.64.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendant is in default and that the allegation contained in said plaintiff's complaint are taken to be true and correct and that the plaintiff is hereby awarded damages in his favor and against the defendant in the sum of \$13,870.64 with interest at the rate of 6% per annum from the 23rd day of March, 1956 and for his costs herein expended.

W. R. Savage
Judge

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

The Western and Southern Life Insurance Company,)
)
) Plaintiff,)

vs.)

Langley Sword, Doris Sword, Otto Shook,)
Solow's Auto & Plate Co., a partnership,)
Clark Darland Hardware Co., a partnership,)
Builders Hardware Co. (a/k/a Builders Hard-)
ware & Supply Co.) a partnership, Bell Cloth-)
iers (a/k/a Bell Clothing Co.) a partnership,)
) Defendants.)

Civil Action

No. 3842

FILED

MAY - 1 1956

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

JUDGMENT AND DECREE OF FORECLOSURE

This cause coming on for disposition this 15th day of May, 1956, pursuant to previous assignment, the plaintiff being present by its Attorneys, Wilbur J. Holleman and John W. Sublett, and the defendants appearing not in person or by Attorney; and it appearing to the Court that this is a suit upon a promissory note and for foreclosure of a mortgage upon certain real estate securing the same, which said real estate is located in the County of Tulsa, State of Oklahoma, and is more particularly described as follows, to-wit:

Lot 1, Block 4, in Westful Vista Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof.

It further appearing that due and legal personal service of summons has been made upon the defendants Langley Sword, Doris Sword, Otto Shook and Builders Hardware Co. (a/k/a Builders Hardware & Supply Co.), within this State, requiring them to answer the complaint of the plaintiff, and that said defendants and each of them have failed to answer or otherwise plead herein, and are in default; that thereafter the defendant Otto Shook, together with the remaining defendants, have filed their disclaimers in this cause.

The plaintiff having introduced the note and mortgage sued upon into evidence, and upon affidavits, and the Court being otherwise advised in the premises, finds that the allegations of plaintiff's complaint are

true; that there is due and owing from the defendants Langley Sword and Doris Sword to plaintiff on said note and mortgage the sum of \$ 10,669.32, with interest thereon at the rate of 10% from April 1, 1955, as specified therein, together with an attorney's fee of \$ 1,066.93 as therein provided.

The Court finds that said mortgage is a first and prior lien upon the premises hereinabove described, and is superior to any claim of the defendant Builders Hardware Co. (a/k/a Builders Hardware & Supply Co.).

IT IS THEREFORE ORDERED that the plaintiff have and recover from the defendants Langley Sword and Doris Sword and each of them the sum of \$ 10,669.32 , with interest thereon at the rate of 10% from April 1st, 1955, and the further sum of \$ 1,066.93 as attorney's fee, together with the costs of this action accrued and accruing.

IT IS FURTHER ORDERED that the plaintiff's mortgage is a first and prior lien upon the premises, and is superior to the claim of the defendant Builders Hardware Co. (a/k/a Builders Hardware & Supply Co.)

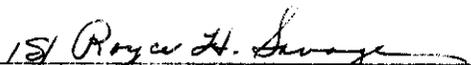
And it further appearing to the Court that the plaintiff has elected to waive appraisal of the property according to the terms of said mortgage, IT IS FURTHER ORDERED that in case the defendants Langley Sword and Doris Sword fail for six months from the date of the entry of this judgment to pay the plaintiff the sum of \$ 10,669.32 , with interest, attorney's fee, and the costs of this action, an order of sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell according to law, without appraisal, the lands and tenements described in said mortgage and to apply the proceeds arising from said sale as follows:

1. In payment of the costs of said sale and of this action.
2. In payment of taxes due.
3. In payment to the said plaintiff of the said sum of \$ 10,669.32 , the amount of the judgment, together with interest thereon at 10% per annum from the 1st day of April, 1955, and its attorney's fee of \$ 1,066.93 .
4. That the residue, if any, be paid to the Clerk of this court to await the further order of the court.

If the amount derived from said sale is insufficient to satisfy

the said judgment, interest, attorney's fee and costs, let execution issue against the said defendants Langley Sword and Doris Sword for the remainder unpaid.

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


United States District Judge

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

BEULAH JOHNSON,

Plaintiff,

-vs-

TULSA CITY LINES, INC.,
A Corporation,

Defendant.

NO. 3846 CIVIL

FILED

APR 11 1956

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

ORDER OF DISMISSAL

For good cause shown, on motion of plaintiff
for Dismissal, it is hereby ordered and decreed that the above
styled cause of action is herewith dismissed with prejudice to
the plaintiff of bringing a future action.

Royce H. Smith

Judge of the Northern District of
Oklahoma

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

WALTER R. GRAHAM,
Plaintiff
vs.
MAX T. MORGAN,
Defendant

Civil No. 3553

FILED

MAY 2 1956

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

JOURNAL ENTRY OF JUDGMENT AS
MODIFIED BY OPINION AND MANDATE

BE IT REMEMBERED:

That on the 1st day of May, 1956, pursuant to the Opinion of and Mandate from the United States Court of Appeals for the Tenth Circuit, in Case Number 5170, styled Max T. Morgan, Appellant, versus Walter R. Graham, Appellee, which Opinion and Mandate were duly filed in this cause on the 1st day of March, 1956, and in compliance with the terms and provisions thereof, the judgment entered in this cause on the 2nd day of February, 1955, in words and figures, as follows, to-wit:

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

is herewith superseded and modified and the following judgment entered in lieu thereof:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, Walter R. Graham, have and recover judgment of the defendant, Max T. Morgan, in the amount of \$9,531.27, with interest thereon at the rate of 6 per cent per annum from the 2nd day of February, 1955, and for the District Court costs herein expended; for all of which let execution issue.

IT IS BY THE COURT FURTHER ORDERED that the sum of \$163.32, being one-half of the costs of the appeal taken in Case Number 5170, United States Court of Appeals for the Tenth Circuit, which costs were by said appellate Court equally divided as

between the parties, and heretofore paid in full by defendant, Max T. Morgan, be taxed as costs against the plaintiff, Walter R. Graham, and credited as against this judgment.

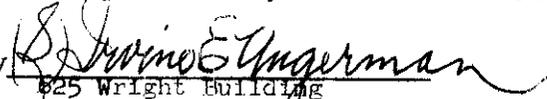
IT IS BY THE COURT FURTHER ORDERED, ADJUDGED AND DECREED that in the event payment of this judgment is made by the defendant, Max T. Morgan, to the extent of such payment, he shall be subrogated to all rights, claims and demands of the plaintiff, Walter R. Graham, as against the Moral Insurance Company or the Receiver thereof, or if payment be first had from Moral Insurance Company or the Receiver thereof then there shall be credited upon the judgment herein any and all such sums received by the plaintiff, Walter R. Graham.

APPROVED AS TO FORM:


W. R. Wallace
United States District Judge

Floyd L. Walker
408 Mayo Building
Tulsa, Oklahoma
Attorney for Plaintiff

UNGERMAN, WHITEBOOK, GRABEL & UNGERMAN

By 
625 Wright Building
Tulsa, Oklahoma
Attorneys for Defendant

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

ABERDEEN 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 E.
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 - 2 1956

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

JOURNAL ENTRY

IT IS ORDERED, ADJUDGED and DECREED by the court that judgment be entered and judgment hereby is entered in this cause, vesting title in and to the following described premises, situated in Creek County, Oklahoma, to-wit:

SW/4 of Section 27 and the SE/4 of
the SE/4 of Section 28, all in T-19-N,
R-8-E,

in the following described parties, to-wit:

J.H.A. Dumas, all of the surface and an undivided one-half interest in and to all oil produced therefrom subject to oil and gas lease from J.H.A. Dumas to D. C. Sellers, Sr., which lease is dated June 14, 1954, and is recorded in Book 739 at page 484, of the records in the office of the County Clerk of Creek County, Oklahoma; all gas and other minerals, subject to said oil and gas lease; the right to execute future full interest oil and gas leases, and receive bonus and delay rentals, which leases shall cover the interest of the non-participating mineral owners set out below.

Aberdeen Petroleum Corporation, an undivided royalty interest of 37,600/75,000 of 15/32 of 3/16 of all oil produced under the present and subsisting oil and gas lease executed by Aberdeen

Petroleum Corporation, as lessor, to D. C. Sellers, Sr., as lessee, which lease is dated February 1, 1955, and is recorded in Book 734 at page 291 of the records in the office of the County Clerk of Creek County, Oklahoma; an undivided 37,600/75,000 of 15/32 non-participating royalty interest in and to all oil royalties under future oil and gas leases with leasing rights and the right to all bonus and delay rentals being vested in J.H.A. Dumas.

Joseph P. Kennedy, a royalty interest of an undivided 37,390/75,000 of 15/32 of 3/16 of all oil produced under the present and subsisting oil and gas lease executed by Joseph P. Kennedy to D. C. Sellers, Sr., on February 1, 1955, which lease is recorded in Book 734 at page 560 of the records in the office of the County Clerk of Creek County, Oklahoma; an undivided 37,390/75,000 of 15/32 non-participating interest in and to all oil royalty under future oil and gas leases with leasing rights and the right to bonus and delay rental being vested in J.H.A. Dumas.

Diana Hirsch, a royalty interest of an undivided 10/75,000 of 15/256 of all oil produced under the present and subsisting oil and gas lease, executed by J.H.A. Dumas, as lessor, to D. C. Sellers, Sr., as lessee, which lease is dated June 14, 1954, and is recorded in Book 739 at page 464 of the records in the office of the County Clerk of Creek County, Oklahoma; an undivided 10/75,000 of 15/32 non-participating royalty interest in and to all oil royalty under future oil and gas leases with leasing rights and the right to bonus and delay rentals being vested in J.H.A. Dumas.

C. F. Urschel, a royalty interest of 1/64 of 3/16 of all oil produced under the present and subsisting oil and gas lease executed by C. F. Urschel, as lessor, to D. C. Sellers, Sr., as lessee, which lease is dated February 1, 1955, and is recorded in Book 737 at page 215 of the records in the office of the County Clerk of Creek County, Oklahoma; an undivided 1/64 non-participating

interest in and to all oil royalty under future oil and gas leases, with leasing rights and the rights to bonus and delay rentals being vested in J.H.A. Dumas.

Charles F. Urschel, Jr., a royalty interest of an undivided $1/64$ of $3/16$ of all oil produced under the present and subsisting oil and gas lease executed by Charles F. Urschel, Jr., as lessor, to D. C. Sellers, Sr., dated February 1, 1955, and which lease is recorded in Book 737 at page 215 of the records in the office of the County Clerk of Creek County, Oklahoma; an undivided $1/64$ non-participating interest in and to all oil royalty under future oil and gas leases with leasing rights and the right to bonus and delay rentals being vested in J.H.A. Dumas.

Johnie W. Schuller, an undivided one-half interest in and to the oil and gas leasehold estate in and under the above described premises created by virtue of the above described oil and gas leases.

Richard Allen Sellers, D. C. Sellers, Jr., and Janice Sellers Crouch, co-executors of the estate of D. C. Sellers, Sr., deceased; an undivided one-fourth interest in and to the oil and gas leasehold estate in and under the above described premises, created by virtue of the above described oil and gas leases.

James A. Sellers, an undivided one-fourth interest in and to the oil and gas leasehold estate in and under the above described premises and created by virtue of the above described oil and gas leases.

Dated this 2nd day of ^{May} ~~April~~, 1956

/s/ Royce H. Savage
Honorable Royce Savage, District
Judge

HBWJr:lad
4/23/56

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

THE PRUDENTIAL INSURANCE COMPANY)
OF AMERICA, A CORPORATION,)

Plaintiff,)

vs.)

LEE DEVELOPMENT CO., INC., AN)
OKLAHOMA CORPORATION, ET AL.,)

Defendants.)

No. 3857

FILED

MAY - 3 1956

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

JUDGMENT

On the 2nd day of May, 1956, pursuant to findings of fact and conclusions of law entered herein, IT IS ORDERED, ADJUDGED AND DECREED by the court that the plaintiff, The Prudential Insurance Company of America, have and recover of and from the defendant Imogene McKim the sum of \$170,216.06, with interest thereon from December 1, 1955, at the rate of 4% per annum, attorneys' fees in the sum of \$10,300.00, and the costs of this suit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the cross-petitioners, S. S. Vance and Inez Vance, have and recover of and from the defendant Imogene McKim the sum of \$23,460.00, with interest thereon from January 1, 1956, at the rate of 4% per annum, attorneys' fees in the sum of \$2,596.00, and costs of this suit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that, by virtue of the mortgages set out in plaintiff's complaint, the plaintiff is hereby adjudged to have a first and valid lien upon the following-described real estate, to-wit:

Lot Three (3), Block seven (7), Osage Hills, an addition to the City of Tulsa, Osage County, State of Oklahoma, according to the recorded plat thereof, as recorded in Book Two (2) of Plats on pages 27 and 28 in the office of the County Clerk, Osage County, Oklahoma.

and upon the following-described personal property, now located upon the above-described real property, to-wit:

General Electric Refrigerators: Serial Numbers as follow:

R. H. D.	NC-6	81-079-877	L. H. D.	NC-6	82-076-101
	NC-6	82-074-475		NC-6	81-082-370
	NC-6	82-073-832		NC-6	82-075-912
	NC-6	82-080-911		NC-6	81-082-369
	NC-6	81-079-911		NC-6	81-081-021
	NC-6	81-081-128		NC-6	81-077-604
	NC-6	81-080-172		NC-6	81-060-696
	NC-6	81-079-875		NC-6	82-075-948
	NC-6	81-079-869		NC-6	81-077-525
	NC-6	81-079-851		NC-6	81-077-670
	NC-6	81-080-191		NC-6	82-061-113
	NC-6	81-067-999		NC-6	81-081-970

1. Model 47-7157-CN Detroit Jewel Gas Ranges.

2. Western Holly Ranges, 6 Model B-474
 1 Model B-472
 2 Model B-470

Also, all easily removable real estate items, namely all plumbing equipment of every kind and nature, hot water heaters and water heating equipment, wall heaters of every kind and nature, chimes or doorbells, ventilating fans, electrical fixtures, floor furnaces, garbage disposal cans, laundry trays, screens, venetian blinds, and all other operating equipment of every kind and nature used in the operation of said housing project.

All fixtures, including but not limited to all gas and electric appliances and equipment, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, tanks, water closets, basins, pipes, faucets and other plumbing, heating, air-conditioning, ventilating and laundry and equipment; all mantels, cabinets, refrigerating plant and refrigerators, whether mechanical or otherwise, all cooking apparatus, appliances and appurtenances, all furniture, shades, awnings, screens, blinds, and other furnishings; and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are ever used or furnished in operating a building or the activities conducted therein similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner, including all furniture and personal property in the hands of the Receiver herein.

to secure the payment of the amount of the judgment above set forth, prior and superior to the rights, title, and interest of the defendants herein and all persons claiming under them since the filing of the Complaint in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that, by virtue of the mortgage set out in the answer and cross-petition of defendants S. S. Vance and Inez Vance, said defendants and cross-petitioners, S. S. Vance and Inez Vance, are hereby adjudged to have a lien upon the above-described real estate, junior and inferior only to the mortgage liens of the plaintiff, to secure the payment of the amount of the judgment above set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in the event the judgments hereinabove rendered for the plaintiff and the defendants S. S. Vance and Inez Vance, with interest, attorneys' fees, and costs, be not satisfied in full, immediately, the above-described lands, premises, and property be sold in one parcel by the United States Marshal for the Northern District of Oklahoma, at public auction at the premises above described, to the highest bidder for cash; that the said Marshal, before making said sale, shall publish notice once a week for at least four weeks prior to the sale in the Pawhuska Journal-Capital, a newspaper regularly issued and of general circulation in Osage County, Oklahoma, wherein the realty is located. That at such sale, plaintiff may bid and become a purchaser, and the amount of the purchase price applied first: to the payment of all costs, including plaintiff's attorneys' fees, second: to the judgment of the said plaintiff; and third: that the balance remaining, if any, be applied to the judgment of the cross-petitioners, S. S. Vance and Inez Vance; that after making such sale, the said Marshal shall make return to this court of his proceedings under this judgment, and that upon

confirmation thereof the said Marshal shall give to the purchaser a bill of sale to the personal property and a deed to the real estate sold under the judgment, and that said purchaser be let into possession of such premises and personal property; and that the defendants and all persons claiming under them since the filing of the Complaint in this suit be thereupon barred, restrained, and enjoined from claiming or asserting any right, title, interest, or right of redemption in or against said real estate and personal property.

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

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

LOUIE DeLOZIER, Administrator
of the Estate of Mary DeLozier,
Deceased,

Plaintiff

vs

F. A. SAKSA

Defendant

No. 3834 Civil

FILED

MAY - 3 1956

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

DISMISSAL WITH PREJUDICE

On this 24th day of April, 1956, this cause came on for trial. Both parties appeared by their attorneys and it appearing to the court that the parties hereto have agreed to settle and compromise the issues of this case for the total sum of One Thousand Seven Hundred and no/100 (\$1700.00) Dollars, plus the court costs herein; and it further appearing that the County Court of Rogers County, Oklahoma, having considered the question, authorized the plaintiff as administrator to accept said compromise and settlement, and it further appearing that the beneficiaries of the wrongful death action have approved said settlement and have agreed to accept the same, now on motion of plaintiff.

IT IS, BY THE COURT, ORDERED, ADJUDGED, AND DECREED that this action be, and it is hereby, dismissed with prejudice.

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

O. K.

/s/ Harve N. Langley
Attorney for Plaintiff

ROGERS & BRIGHTMIRE

By /s/ Remington Rogers
Attorneys for defendant.

CONSENTED TO:

/s/ Louie DeLozier

/s/ Beatrice DeLozier
Parents of deceased.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 Deway M. Davis and)
 Helen K. Davis,)
)
 Defendants.)

Civil No. 3581

FILED

MAY - 4 1956

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

ORDER CONFIRMING MARSHAL'S SALE

NOW, on this 4th day of May 1956, there coming on for hearing the motion of the plaintiff herein to confirm the sale of real property made by the United States Marshal for the Northern District of Oklahoma on the 23d day of April 1956, under an order of sale issued in this cause out of the office of the Court Clerk for the U. S. District Court for the Northern District of Oklahoma, dated March 16, 1956, of the following described real property, to-wit:

Tract 1: The south half ($S\frac{1}{2}$) of the southeast quarter ($SE\frac{1}{4}$) of Section 17, Township 23 North, Range 24 East, T.8N., Delaware County, Oklahoma, being the same land conveyed to mortgagor herein by warranty deed dated 3rd day of December, 1951, from Ray J. Gibson and Pearl K. Gibson, his wife, and intended to be recorded simultaneously herewith;

Tract 2: The northeast quarter ($NE\frac{1}{4}$) of the southeast quarter ($SE\frac{1}{4}$); the east half ($E\frac{1}{2}$) of the northwest quarter ($NW\frac{1}{4}$) of the southeast quarter ($SE\frac{1}{4}$), of Section 17, Township 23 North, Range 24 East, T.8N., Delaware County, Oklahoma, being the same land conveyed to mortgagor herein by warranty deed dated 3rd day of December 1951, from Don H. Lee and La Rose Lee, his wife, and intended to be recorded simultaneously herewith,

and the Court having carefully examined the proceedings of the Marshal under the order of sale and no one appearing in objection thereto and no exceptions having been filed, finds that due and legal notice of the sale was given by publication once a week for at least five (5) weeks prior to the date of sale in the Delaware County Journal, a newspaper published and of general circulation in the County of Delaware, State of Oklahoma, as shown by the proof of publication on file herein and that on the day fixed therein, the 23d day of April 1956,

the above described real property was sold to the Farmers Home Administration, it being the highest and best bidder therefor.

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

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

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

for Clayton Savage
United States District Judge

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

COLOMADO INTERSTATE GAS COMPANY,
a Corporation, Plaintiff,)
vs.)
UNIVERSAL PETROLEUM COMPANY,
a Corporation, Defendant.)

No. 3784

FILED

MAY - 4 1956

APPLICATION OF RECEIVER FOR AUTHORITY TO SELL
LIQUEFIED PETROLEUM GAS BULK PLANT
AND ORDER THEREON

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

John H. Poe, Receiver herein, states:

That he has made a tentative agreement with T. H. Steen d/b/a Steen Gas Company at Belle Fourche, South Dakota, to sell to the said T. H. Steen a liquefied petroleum gas bulk plant located at Belle Fourche, South Dakota for consideration of \$9,084.73.

That pursuant to said tentative agreement the said T. H. Steen has paid your Receiver the sum of \$417.59 and has agreed to pay an additional sum which will reduce the balance of the purchase price to \$8,500.00 upon the execution and delivery of a Bill of Sale covering said bulk plant to said T. H. Steen, at which time the said T. H. Steen will execute and deliver to the Receiver his promissory note for the said sum of \$8,500.00, payable in equal monthly installments of \$199.63 per month, said note to bear interest at 6% per annum, payable monthly from each installment with the balance to be credited to principal, secured by a chattel mortgage covering the equipment covered by said Bill of Sale.

Your Receiver believes that the consideration above recited is fair and reasonable for the equipment making up said bulk plant, which consists of three liquefied petroleum gas tanks, each of approximate volume of 6,000 gallons and the necessary fittings and equipment usable in connection with said tanks in the operation of the LPG bulk plant, and that it will be for the best interest of all concerned that your Receiver be authorized to sell said property to

located on the following described property, to-wit:

Beginning at a point on the East line of Section 3, 2,050 feet South of the Northeast Corner, thence West 217 feet on a line parallel to the North line of said Section, thence South 200 feet on a line parallel to the East line, thence East 217 feet to the East line, thence North 200 feet to the point of beginning, comprising one acre, more or less, in the Southeast Quarter of the Northeast Quarter of Section 3, Township 8 North, Range 2 East, Butte County, South Dakota

to T. H. Steen, c/b/a Steen Gas Company in the manner and for the considerations expressed in said application.

(s) *Rayce H. Savage*
United States District Judge

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

MATILDA JOHNSON,

Plaintiff,

vs.

ROBERT HAYES,

Defendant.

Civil No. 3868

FILED

MAY - 4 1956

ORDER OF DISMISSAL WITH PREJUDICE

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

NOW, on this 21st day of April, 1956, there came on for hearing the joint action of the parties to dismiss with prejudice the above captioned matter. The plaintiff appeared by and through her attorneys, Rucker, Taber and Cox, and defendant appeared by and through his attorney, Alfred B. Knight.

The Court finds that the issues in said cause have been compromised and settled; that the plaintiff has released and forever discharged the defendant from any and all actions, causes of action, claims, demands, damages, loss of services, expenses on account of or growing out of the accident referred to in this complaint.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, that the above captioned matter be dismissed with prejudice.

Noble C. Hood
Judge

APPROVAL:

Thomas J. Rucker
Attorney for plaintiff

Alfred B. Knight
Attorney for defendant

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

NELS L. JOHNSON,

Plaintiff,

vs.

ROBERT HAYES,

Defendant.

Civil No. 3369

FILED

MAY - 4 1956

ORDER OF DISMISSAL WITH PREJUDICE

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

HON. on this 17th day of April, 1956, there came on for hearing the joint motion of the parties to dismiss with prejudice the above captioned matter. The plaintiff appeared by and through his attorneys, Rucker, Tabor and Cox, and defendant appeared by and through his attorney, Alfred F. Knight.

The Court finds that the issues in said cause have been compromised and settled; that the plaintiff has released and forever discharged the defendant from any and all actions, cause of action, claims, demands, damages, loss of services, expenses on account of or growing out of the accident referred to in the complaint.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, that the above captioned matter be dismissed with prejudice.

James H. Wynn
Judge

APPROVAL:

Thomas J. Rucker
Attorney for plaintiff

Alfred F. Knight
Attorney for defendant

UNITED STATES DISTRICT COURT FOR THE

SOUTHERN DISTRICT OF MISSISSIPPI

Plaintiff,

vs.

Defendants.

NO. 300 - CIVIL

FILED

MAY - 8 1956

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

**UPON AFFIRMING MOTIONS FOR SUMMARY JUDGMENT AND
JUDGMENT THEREON**

That, on this 8th day of May, 1956, the motion for summary judgment filed by each of the defendants seeking an order deciding said motion and the plaintiff appearing by its attorney, Lexington Adams, the defendant, Farmworth & Chambers Co., Inc., appearing by its attorney, John H. Rice, and the defendant, Douglas Aircraft Company, Inc., appearing by H. Hayden Crawford, United States Attorney for the Southern District of Mississippi, and the court being fully advised in the premises finds upon the application of the defendant, Douglas Aircraft Company, Inc., that the affidavits of Homer W. Hart, dated April 11, 1956, with attachments thereto, which affidavits have been filed as an attachment to the reply brief of the defendant, Douglas Aircraft Company, Inc., should be granted and such affidavits be attached to and made a part of the motion of the defendant, Douglas Aircraft Company, Inc., for summary judgment as filed herein.

The court further finds upon the application of the defendant, Farmworth & Chambers Co., Inc., that the affidavits of Luther W. Theobald, J. C. Galkins, Jr., and Paul G. Berry, Jr., which affidavits have been filed as attachments to the reply brief of the defendant, Farmworth & Chambers Co., Inc., should be granted and such affidavits be attached to and made a part of the motion of Farmworth & Chambers Co., Inc., for summary judgment as filed herein.

The court further finds that the motions for summary judgment filed by the defendants herein are sustained on the grounds stated in the briefs filed by the defendants.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the affidavits of James C. Hunt, dated April 11, 1939, with attachments thereto marked Exhibit "A" and Exhibit "B", be attached to and made a part of the motion of the defendant, Douglas Aircraft Company, Inc., for summary judgment on this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the affidavits of Dexter H. Chambers, W. C. Calkins, A. J. Kuehlich and Paul D. Reil, Jr., be attached to and made a part of the motion of the defendant, Furnworth & Chambers Co., Inc., for summary judgment on this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the motions for summary judgment of each of the defendants, Furnworth & Chambers Co., Inc., and Douglas Aircraft Company, Inc., be and the same are hereby sustained.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be and the same is hereby entered in favor of the defendants and against the plaintiff and that each of the defendants recover its costs in this action.

ROYCE H. SAVAGE
U. S. DISTRICT JUDGE

Approved as to form

LeROY BLACKSTOCK
REMYINGTON ROGERS

Remington Rogers, Attorney for Plaintiff
New Falls Construction Co., Inc.

Poe, Murdoch and Crawford

By JOHN H. POE
John H. Poe
Attorney for Defendant,
Furnworth & Chambers Co., Inc.

Douglas Aircraft Company, Inc.

By B. HAYDEN CRAWFORD
B. Hayden Crawford
United States Attorney for the
Northern District of Oklahoma

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Wagon Electric, Inc.,

Plaintiff,

vs.

NO. 3620 - CIVIL

Farnsworth & Chambers Co., Inc., and
Douglas Aircraft Company, Inc.,

Defendants.

FILED

MAY - 8 1956

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

**ORDER SUSTAINING MOTIONS FOR SUMMARY JUDGMENT AND
JUDGMENT THEREON**

1956, on this 4th day of May, 1956, the motions for summary judgment filed by each of the defendants coming in for decision and the plaintiff appearing by its attorney, Kensington Rogers, the defendant, Farnsworth & Chambers Co., Inc., appearing by its attorney, John H. Poe, and the defendant, Douglas Aircraft Company, Inc., appearing by E. Hayden Cracker, United States Attorney for the Northern District of Oklahoma, and the court being fully advised in the premises finds upon the application of the defendant, Douglas Aircraft Company, Inc., that the affidavit of Homer L. Hunt, dated April 11, 1956, with attachment hereto, which affidavit has been filed as an attachment to the reply brief of the defendant, Douglas Aircraft Company, Inc., should be granted and such affidavit be attached to and made a part of the motion of the defendant, Douglas Aircraft Company, Inc., for summary judgment on file herein.

The court further finds upon the application of the defendant, Farnsworth & Chambers Co., Inc., that the affidavits of Frank E. Chambers, J. C. Calkins, H. J. Fredick and Paul W. Bell, Jr., which affidavits have been filed as attachments to the reply brief of the defendant, Farnsworth & Chambers Co., Inc., should be granted and such affidavits be attached to and made a part of the motion of Farnsworth & Chambers Co., Inc., for summary judgment on file herein.

The court further finds that the motions for summary judgment filed by the defendants should be sustained for the reasons stated in the briefs filed by the defendants.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the affidavits of James H. Hart, dated April 21, 1939, with attachment thereon and Exhibit 7, be attached to and made a part of the motion of the defendant, Douglas Aircraft Company, Inc., for summary judgment on file herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the affidavits of Frank H. Chambers, L. C. Calkins, G. A. Friedrich and Paul G. Bell, Jr., be attached to and made a part of the motion of the defendant, Barnworth & Chambers Co., Inc., for summary judgment on file herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the motions for summary judgment of each of the defendants, Barnworth & Chambers Co., Inc., and Douglas Aircraft Company, Inc., be and the same are hereby sustained.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be and the same is hereby entered in favor of the defendants and against the plaintiff and that each of the defendants recover its costs in this action.

/s/ ROYCE H. SAVAGE
U. S. DISTRICT JUDGE

Approved as to Form:

LEROY BLACKSTOCK
REMINGTON ROGERS

Remington Rogers, Attorney for Plaintiff
Fagan Electric Co., Inc.

For, Hurdock and Langford

By JOHN H. POE

John H. Poe, Attorney for Defendant
Barnworth & Chambers Co., Inc.

Douglas Aircraft Company, Inc.

By B. HAYDEN CRAWFORD

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

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Sapulpa Brick and Tile Corporation,)
Plaintiff,)
v.)
United States of America,)
Defendant.)

Civil Action No. 3744

FILED

MAY - 8 1956

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

J U D G M E N T

The above case having come on for trial before the Court,
without a jury, and the Court having made its special findings of
fact and conclusions of law,

It is now hereby:

ORDERED and ADJUDGED, that plaintiff have and recover from
defendant the principal amount of \$8,932.43, representing over-
payments of income tax and of interest thereon for the year 1953,
together with interest as provided by law on the amount of \$2,133.21
from June 22, 1955, on the amount of \$1,643.88 from December 1, 1954,
on the amount of \$1,643.88 from September 7, 1954, and on the amount
of \$3,511.48 from June 18, 1954, plus costs of this action.

This 8th day of May, 1956.

(S) Wayne H. Savage
U. S. District Judge

Approved as to form:

E. Harrison Crawford
Counsel for Defendant

Approved as to form:

s/Harold E. Korschach
Counsel for Plaintiff

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

SERVICE DRILLING COMPANY,
a corporation,

Plaintiff,

-vs-

EMPLOYERS CASUALTY COMPANY, a
Texas corporation, and E. L.
BEAKLEY,

Defendants.

Civil No. 3817

FILED

MAY - 8 1956

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

ORDER OF DISMISSAL WITH PREJUDICE

WHEREAS, on the 8th day of May, 1956, the plaintiff filed its Application for Dismissal of this cause with Prejudice on the grounds that all the claims herein asserted have been extinguished by payment of the sum of \$13,000.00 by one of the defendant to the plaintiff. The Court, therefore, finds that this action should be dismissed with prejudice.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that this action be and the same is hereby dismissed with prejudice *at cost of plaintiff*.
Done in open Court this 8th day of May, 1956.

(7) *James H. Savage*
JUDGE OF THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

APPROVED:

SANDERS & McELROY

By: *David H. Sanders*
ATTORNEYS FOR PLAINTIFF

Gurey B. Cox
ATTORNEYS FOR DEFENDANTS

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

PREFERRED RISK MUTUAL
INSURANCE COMPANY,)
Plaintiff)
vs.)
R. L. BENNETT, et al)
Defendant)

No. 3851

FILED

MAY - 8 1956

NOBLE C. HOOD,

**JUDGMENT ALLOWING INTERPLEADER, DISCHARGING
THE PLAINTIFF, ENJOINING THE DEFENDANTS, AND
FIXING ATTORNEYS' FEES**
Clerk, U. S. District Court

NOW, on this 7th day of May, 1956, there came on for hearing pursuant to regular assignment for decision, and the plaintiff appeared by and through its attorney, Alfred B. Knight, and defendant, R. L. Bennett by and through his attorney, Paul Thieman; Dorothy Marie McDaniel, Judy Barnes, Gwendolyn Ann Higginbotham and by their attorney, Robert Woolsey.

Now on the findings of fact and conclusions of law heretofore made in this cause, the court finds that the following should be entered and the clerk is ordered and directed to enter the same:

IT IS ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Preferred Risk Mutual Insurance Company, is fully and finally released and discharged of and from any and all liability arising under and by virtue of an application and/or insurance policy issued to R. L. Bennett 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 oral application, an application and/or policy of insurance wherein R. L. Bennett was the insured dated the 27th day of November, 1955.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that R. L. Bennett, Dorothy Marie McDaniel, Judy Barnes, David Beryl Johnson, Larry L. Kerns, Gwendolyn Ann Higginbotham, Howard Stamper and Mrs. H. Stamper be, and each of them, perpetually enjoined from instituting, prosecuting or proceeding in any Court on said oral application, application of

policy of insurance from the plaintiff.

DATED THIS 7th day of May, 1956.

George H. Savage
United States District Judge

O.K. as to Form:

Alfred B. Knight
Attorney for Plaintiff

Mc... ..
Attorneys for Defendants

F. Paul F.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

No. 3809 Civil

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

Respondents,

Ernett Willard Ward,

Claimant.

FILED

MAY 14 1956

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

ORDER CONFIRMING SALE

NOW, on this 14th day of May, 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 Charles H. Froeb, Assistant United States Attorney for the Northern District of Oklahoma, and no one appearing in opposition thereto, the court finds that the United States Marshal for the Northern District of Oklahoma did advertise for sale, according to law, and did sell at public auction, as directed by the judgment of this court, One 1947 Dodge Coupe, Motor No. 302101392 GMC, its tools and appurtenances, which said automobile had been seized as the property of Ernett Willard Ward, and that the same was sold at the time specified in said public notice at public auction to W. J. Lynch for the sum of \$25.00, he being the highest and best bidder therefor, and said sale being valid should be confirmed.

IT IS THEREFORE ORDERED AND DECREED by the court that said sale of said above described automobile to W. J. Lynch be and the same is hereby confirmed and the title to said automobile vested in him, and that the United States Marshal disburse the proceeds of said sale:

First: To the Clerk of this court in payment of the court costs.

Second: In payment of costs of sale, seizure and storage charges.

ROYCE H. SAVAGE

United States District Judge

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

Dewey Supply Company, a corporation, Plaintiff,)
vs.)
Inland Oil Company, a corporation, Defendant.)

Civil Action

No. 3854

FILED

MAY 14 1956

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

STIPULATION

It is hereby stipulated and agreed by and between the parties
hereto as follows:

That there is due and owing to the plaintiff the sum of \$7,732.43,
for which sum the plaintiff may take judgment.

It is further agreed that plaintiff will not cause execution to
be issued on said judgment until after September 1, 1956.

Dated this 30th day of April, 1956.

DEWEY SUPPLY COMPANY,

By William B. Speck
President
Plaintiff

INLAND OIL COMPANY,

By Chris Cochran
President
Defendant

JUDGMENT

In accordance with the stipulation of the parties, judgment is
hereby entered for the plaintiff in the amount of \$7,732.43, together with
its costs.

Dated this 14 day of May, 1956.

James H. [Signature]
United States District Judge

P
Y

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

Oklahoma Turnpike Authority,

Plaintiff,

vs.

No. 3755 Civil

5.48 acres of land, more or less,
in Section 33, Township 22 North,
Range 17 East in Rogers County,
Oklahoma; Henry Wolfe, et al,

Defendants.

FILED

MAY 16 1956

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

J U D G M E N T

This matter having come on before the court pursuant to regular assignment this 14th day of May, 1956, the plaintiff being represented by James C. Hamill, and the defendants, Richard Wolf, Jennie Wolf Caldwell, Ollie Wolf Ward, Oowaluki Dawson Sullivan, Mabel Wolf Breeden Linscott, all restricted Cherokee Indians, and Jesse H. Smith, a white man, and the United States of America, all being represented by E. Hayden Crawford, United States Attorney, and Charles F. Froeb, Assistant United States Attorney, for the Northern District of Oklahoma, and upon statement of counsel, the court being informed that this matter is ready for final judgment and that demand for jury trial has been waived by all parties, and the court being further informed that the value of said lands is \$1,048.00;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the fee title to the surface only of the within property is hereby condemned and title thereto is hereby vested in the Oklahoma Turnpike Authority and judgment is rendered for defendants in the sum of \$1,048.00. The Clerk of this court is hereby directed to prepare a lump sum check, payable to the Bureau of Indian Affairs, and mail to Paul L. Fickinger, Area Director, Bureau of Indian Affairs, Muskogee, Oklahoma, for the use and benefit of the restricted Indian wards, as follows:

Jennie Wolf Caldwell	11/48 -----	\$ 240.16
Richard Wolf	11/48 -----	240.16
Ollie Wolf Ward	11/48 -----	240.16
Oowaluki Dawson Sullivan	11/96 -----	120.09
Mabel Ward Breeden Linscott	11/96 -----	120.10
Total	-----	\$ 960.67

And to prepare and mail a check to the following named unrestricted owner:

Jesse H. Smith 1/12 ----- \$ 87.33

Dated this 14th day of May, 1956.

O.K.
James C. Hamill
Atty. for Plaintiff.

Charles H. Froeb
Asst. U. S. Atty.

Raymond H. Swartz
U. S. District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Oklahoma Turnpike Authority,
Plaintiff,
vs.
29.80 acres of land, located in Section 8,
Township 28 North, Range 24 East, Ottawa
County, Oklahoma, Maxine Slagle Harris,
et al,
Defendants.

No. 3778 Civil

FILED

MAY 15 1956

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

J U D G M E N T

NOW on this 14 day of May, 1956, the above cause coming on to be heard, the plaintiff being represented by James C. Hamill, and the defendant, United States of America, Maxine Slagle Harris, et al, being represented by B. Hayden Crawford, United States Attorney, and Charles H. Froeb, Assistant United States Attorney, for the Northern District of Oklahoma, and upon statement of counsel, the court being informed that this matter is ready for final judgment and that demand for jury trial has been waived by all parties, the Commissioners' report in the amount of \$1,000.00 being filed November 14, 1955;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that fee title to the surface of the within property is hereby condemned and title thereto is hereby vested in the plaintiff, and judgment is rendered for the defendants in the sum of \$7,000.00.

Royce H. Savage
UNITED STATES DISTRICT JUDGE

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

IN THE MATTER OF:

STANDARD ELECTRIC COMPANY,
a Corporation,

Alleged Bankrupt

)
)
)

In Bankruptcy
No. 7553

FILED

MAY 18 1956

ORDER DISMISSING INVOLUNTARY PETITION
IN BANKRUPTCY FOR WANT OF JURISDICTION
NOBLE C. HOOD
Clerk, U.S. District Court

Now, on this 15th day of May, 1956, there came on regularly for hearing, pursuant to Notice duly given to creditors, the Order to Creditors to show cause why the involuntary petition herein should not be dismissed. The petitioning creditor, Claude Neon Federal Company of Tulsa, Oklahoma, a corporation, appeared by its attorneys Houston, Klein & Davidson and John S. Treadway, and the alleged bankrupt, Standard Electric Company, a corporation, appeared by its attorneys Milsten, Milsten & Morehead, whose appearance was entered by Irvine E. Ungerman. The Court, having heard argument of counsel thereon and being fully advised in the premises, finds that the number of creditors of the alleged bankrupt, as determined by Section 59 (e) of the Bankruptcy Act, as amended, 11 U.S.C. 95 (e), is more than twelve in number; that less than three creditors of the alleged bankrupt have joined in said involuntary petition; and that said involuntary petition should be dismissed under the provisions of Section 59 (d) of the Bankruptcy Act, as amended, 11 U.S.C. 95 (d), for want of jurisdiction.

NOW, THEREFORE, IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that the involuntary petition filed herein by Claude Neon Federal Company of Tulsa, Oklahoma, a corporation, as petitioning creditor, and as against Standard Electric Company, a corporation, alleged bankrupt, be and the same is hereby dismissed, and the alleged bankrupt, Standard Electric Company, a corporation, is discharged herefrom with its costs.

Wm. H. ...
United States District Judge

APPROVED AS TO FORM

HOUSTON, KLEIN & DAVIDSON

JOHN S. TREADWAY

By

John S. Treadway
Attorneys for Claude
Neon Federal Company of
Tulsa, Oklahoma

WL:EG

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

IN THE MATTER OF:

STANDARD ELECTRIC SUPPLY
COMPANY, a Corporation,
Alleged Bankrupt

In Bankruptcy
No. 7554

FILED

MAY 16 1956

ORDER DISMISSING INVOLUNTARY PETITION
IN BANKRUPTCY FOR WANT OF JURISDICTION NOBLE C. HOOD
Clerk, U.S. District Court

Now, on this 15th day of May, 1956, there came on regularly for hearing, pursuant to Notice duly given to creditors, the Order to Creditors to show cause why the involuntary petition herein should not be dismissed. The petitioning creditor, Claude Neon Federal Company of Tulsa, Oklahoma, a corporation, appeared by its attorneys Houston, Klein & Davidson and John S. Treadway, and the alleged bankrupt, Standard Electric Supply Company, a corporation, appeared by its attorneys Milsten, Milsten & Morehead, whose appearance was entered by Irvine E. Ungerman. The Court, having heard argument of counsel thereon and being fully advised in the premises, finds that the number of creditors of the alleged bankrupt, as determined by Section 59 (e) of the Bankruptcy Act, as amended, 11 U.S.C. 95 (e), is more than twelve in number; that less than three creditors of the alleged bankrupt have joined in said involuntary petition; and that said involuntary petition should be dismissed under the provisions of Section 59 (d) of the Bankruptcy Act, as amended, 11 U.S.C. 95 (d), for want of jurisdiction.

NOW, THEREFORE, IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that the involuntary petition filed herein by Claude Neon Federal Company of Tulsa, Oklahoma, a corporation, as petitioning creditor, and as against Standard Electric Supply Company, a corporation, alleged bankrupt, be and the same is hereby dismissed, and the alleged bankrupt, Standard Electric Supply Company, a corporation, is discharged herefrom with its costs.

George H. Savage
United States District Judge

APPROVED AS TO FORM

HOUSTON, KLEIN & DAVIDSON

JOHN S. TREADWAY

By John S. Treadway
Attorneys for Claude
Neon Federal Company of
Tulsa, Oklahoma

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 Arthur Barr,)
)
 Defendant.)

Civil No. 3887

FILED
IN OPEN COURT
MAY 16 1956

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

J U D G M E N T

On this 16th day of May 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 are and should be adjudged in default.

The Court further finds that all the allegations of plaintiff's complaint are true; and finds that the plaintiff is entitled to judgment in accordance with allegations of said complaint.

The Court further finds that there was allotted to Slim Jim, deceased Quapaw allottee, Nos. 185/201, the following described land:

First Tract: Lots 29 through 38, inclusive, and N 1/2 Lot 39, Block 4, West Picher Addition, Picher, Oklahoma.

Second Tract: S 1/2 Lot 19 and Lot 20 and N 15 feet of Street, Block 5, West Picher Addition, Picher, Oklahoma.

That the defendant, Arthur Barr, has been wrongfully in possession of the aforesaid described property for the period from 1951 to date, and that said defendant has failed, neglected, and refused to pay any rental for the use and occupancy of this property. That the fair and reasonable value for the rental for such use and occupancy as to First Tract is \$42 per year and as to Second Tract is \$6 per year.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the plaintiff have judgment against the defendant, Arthur Barr,

dispossessing him from said land, and that said defendant be permanently enjoined from interfering in any manner with the secretary of the Interior, or the Area Director, Bureau of Indian Affairs, Muskogee Area Office, Muskogee, Oklahoma, in its supervision and control of said land.

IT IS FURTHER ORDERED that the United States Marshal for the Northern District of Oklahoma proceed immediately to dispossess the defendant, Arthur Farr, and that plaintiff have further judgment against the defendant in the sum of \$240.00, with interest at six per cent (6%) per annum from the date hereof until paid, and for the costs of this action.

Royce H. Sawyer
United States District Judge

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

FILED
IN OPEN COURT
MAY 17 1956

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

NOBLE C. HOOD
Clerk, U. S. District Court
No. 3029 Civil

ORDER CONFIRMING SALE OF REAL
ESTATE AT PRIVATE SALE FREE AND
CLEAR OF TAXES, LIENS AND
ENCUMBRANCES EXCEPTING A CERTAIN
MORTGAGE AND DEFEASANCE CONTRACT

At Tulsa, Oklahoma, within the Northern District of Oklahoma, on this 17th day of May, 1956, this matter came on for hearing before the undersigned, Royce H. Savage, United States District Judge, on the Return of the Receiver and Application for Confirmation of Sale of Realty at Private Sale, Free and Clear of Taxes, Liens, and Encumbrances, sold pursuant to the provisions of Title 28, U.S. Code, Sec. 2001 (b) and the Order of this Court authorizing the same dated April 23, 1956. The Receiver, E. Lawton Bragg, appeared in person and by his attorney, Irvine E. Ungerman, and Boyd Bond, appeared in person; no other persons or claimants appeared.

Thereupon the Court examined the files and the Receiver's return and report of sale and finds that the following described property, to-wit:

Lots Forty-five (45) and Forty-six (46) in Block Two (2) Gurley Hill Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof

pursuant to Order of this Court dated April 23, 1956, authorizing the same, and in the manner therein provided was offered for sale by the Receiver at Private Sale upon written bids, without warranty, but free and clear of all taxes, liens and encumbrances, excepting a certain first mortgage to W. R. Johnston and Company, Inc., recorded in Book 1966, Page 529, in the Office of the County

Clerk of Tulsa County, Oklahoma, and a Defeasance Contract dated June 22, 1949 between Raymond L. Cox, Post No. 1334 of the Veterans of Foreign Wars and Holloway Material & Supply Company, Inc., recorded in Book 1997, Page 104, in the Office of the County Clerk of Tulsa County, Oklahoma.

The Court further finds that as a result thereof the Receiver received a bid from Boyd Bond, Tulsa County, Oklahoma, in the sum of \$7,500.00 for said property, accompanied by a Cashier's Check, as by law provided in the sum of 10% of the bid price; that such bid was the highest, best and only bid which the Receiver was able to obtain and was duly returned to the Court.

The Court further finds that pursuant to the Order appointing Kenneth Crouch, Appraiser, said Appraiser duly made an appraisal of said premises and filed herein his appraisal showing said premises and the equity therein of defendant Holloway Material & Supply Company to be of the appraised value of \$10,000.00.

The Court further finds that in accordance with the Statutes and the Order of this Court entered herein on May 3, 1956, Hearing of the Receiver's Return of Sale and Application for Confirmation was by the Court set for May 17, 1956 at 9:30 o'clock A.M.; that the Receiver duly gave notice of said Hearing, together with notice that in the absence of objections thereto the bid in the sum of \$7,500.00 for the sale of said premises would be accepted and private sale confirmed by the Court, unless a bona fide offer in writing, offering at least a 10% increase over said bid, accompanied by a Cashier's Check in the amount of 10% of such bid was received by the Receiver prior to the date of hearing or made in open Court at the time of said hearing, to all of the creditors, lien claimants and Governmental Agencies named and set forth in said Order of May 3rd, 1956, by mailing to each of said parties a notice of said hearing, by United States mail, postage prepaid, to the addresses therein set forth, 10 days prior to May 17, 1956; and that due and proper notice has in all respects been given, had and is hereby approved; thereupon the Court proceeded to examine the bid made by said Boyd Bond and

finds that it is in proper form; that said bid is more than two-thirds of the appraised value of said premises; and that said bid is fair and reasonable; that it is to the best interest of this estate and all parties concerned that the bid be accepted by the Receiver and sale be approved and confirmed by this Court and said property be sold free and clear of taxes, liens and encumbrances, save and except a certain first Mortgage to W. R. Johnston & Company, Inc., recorded in Book 1966, Page 529, in the Office of the County Clerk of Tulsa County, Oklahoma, and a Defeasance Contract dated June 22, 1949, recorded in Book 1997, Page 104, in the Office of the County Clerk of Tulsa County, Oklahoma; and there being no objection thereto, and no adverse interest being present, the Court finds that the Receiver's Application to confirm should be sustained and said sale confirmed and approved.

IT IS THEREFORE ORDERED AND DECREED:

1. That the Receiver, E. Lawton Bragg, accept the bid of Bond in the sum of \$7,500.00 for the purchase of the following described premises, to-wit:

Lots Forty-five (45) and Forty-six (46)
in Block Two (2), Gurley Hill Addition
to the City of Tulsa, Tulsa County,
Oklahoma, according to the recorded Plat
thereof

without warranty, but free and clear of all liens, taxes and encumbrances, save and except of the following: Except ad valorem taxes for the year 1956 and expressly subject to a certain first mortgage, executed by Holloway Material & Supply Company, Inc., a corporation, as Mortgagor, to W. R. Johnston & Co., Inc., an Oklahoma corporation, as Mortgagee, said mortgage being dated June 23, 1949, and filed of record June 29, 1949, recorded in Book 1966, Page 529-32 of the Mortgage Records in the Office of the County Clerk of Tulsa County, State of Oklahoma, given to secure an indebtedness in the original principal sum of \$10,000.00; said mortgage being duly assigned by W. R. Johnston & Co., Inc., on October 18, 1949 by instrument of said date, to the Farmer's and Bankers Life Insurance Company of Wichita, Kansas, said assignment being recorded on November 4, 1949, in the Office of the County Clerk of Tulsa County, Oklahoma, in

Book 2032, at Page 56, and now held by said Corporation.

And expressly subject to a certain Defeasance Contract dated June 22, 1949, between the Raymond L. Cox, Post No. 1334 of the Veterans of Foreign Wars of the United States of America, a Corporation, and Holloway Material & Supply Company, Inc., a Corporation, filed of record on June 30, 1949, in the office of the County Clerk of Tulsa County, Oklahoma, and recorded in Book 1997, Page 104, providing that the general warranty deed vesting title in Holloway Material & Supply Company, Inc., was conditionally delivered that when the said Veterans corporation pay off an indebtedness of \$21,543.65 with interest that title to such premises would be reconveyed; and that the sale of said premises, subject to said mortgage and Defeasance Contract be, and the same is hereby confirmed, upon receipt by the Receiver of the balance of said purchase price.

2. That the Receiver be, and he is hereby directed, upon receipt of the full purchase price, convey by proper Receiver's deed to said Boyd Bond, the legal title of the Receiver to said premises, without warranty of title by the Receiver, as above provided.

3. The Receiver is further directed to hold and keep the proceeds derived from said sale segregated, separate and distinct, and said proceeds held by the Receiver shall stand in the place and stead of said real property, and subject only to the payment of fees, costs and expenses involved in consummating said sale are hereby impressed with liens of taxes, judgments, and other liens, if any, which had affixed to said real premises prior to April 10, 1956 and prior to the Order of this Court authorizing said sale, excepting only ad valorem taxes for the year 1956, which shall follow the land.

4. That upon transfer of said liens to the proceeds of sale, the Receiver shall apply for and obtain proper Order of this Court as to priority of liens attaching to said funds and for payment and distribution of the proceeds; Upon distribution thereof the Receiver shall acquire and obtain from all parties receiving payment proper release of judgments, liens or claims

from said real property and from the proceeds thereof to which
the lien now attaches.

[Handwritten signature]

United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

United States of America,

Plaintiff,

vs.

Civil No. 3681

Fewey M. Davis and
Helen K. Davis,

Defendants.

FILED
MAY 17 1956
NOBLE C. HOOD
Clerk, U. S. District Court

ORDER AMENDING ORDER CONFIRMING MARSHALL'S SALE

NOW, on this 17th day of May, 1956, came on for hearing the motion of the Plaintiff herein, for an Order Amending Order Confirming Marshall's Sale, to show that the purchaser of the real estate at the foreclosure sale was the United States of America rather than the Farmers Home Administration, and the Court, having carefully examined the entire proceedings, finds that the United States of America was the purchaser of said real property upon the basis of a bid of \$5500 made by its agent, Mr. James G. Powers, Oklahoma State Director, Farmers Home Administration, and that its Order Confirming Marshall's Sale should be amended in accordance with the motion of the Plaintiff.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the Order Confirming Marshall's Sale entered in this cause on the 4th day of May, 1956, is hereby amended to show that the real property therein described was sold to the United States of America, it being the highest and best bidder therefor; and IT

IS FURTHER ORDERED that James Y. Victor, United States Marshall,
for the Northern District of Oklahoma, make and execute to the
purchaser, the United States of America, a good and sufficient
deed for such premises so sold.

United States District Judge



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

BERNIE LUCERO, by)
BENJAMIN LUCERO,)
his father and next friend, and)
BENJAMIN LUCERO, individually, Plaintiffs)
vs)
GERALD D. SWANSON, Administrator)
of the Estate of CLAIR S. McCABE, Defendant)

NO. 3770 CIVIL

FILED
IN OPEN COURT

MAY 18 1956

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

ORDER TRANSFERRING CAUSE TO UNITED
STATES DISTRICT COURT FOR THE STATE
OF COLORADO

On motion of the defendant, pursuant to the provision of Title
28, U. S. C. A., Section 1404 (a)

IT IS HEREBY ORDERED that the above entitled cause be
transferred from this district to the United States District Court for the
District of the State of Colorado, at Denver, Colorado, and that the
Clerk of this Court be and is hereby directed to transmit to the Clerk
of the United States District Court for the District of Colorado, at
Denver, Colorado, the complete original record in this cause in this
Court, including all papers filed, orders entered and proceedings had
in this cause in this Court.

Dated this 18th day of May, 1956.


United States District Judge

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

3
4 NEEDHAM MANUFACTURING COMPANY INC., :
5 CHARLES J. MILLER, HURIEL LOUISOT, :
6 and HECTOR LOUISOT, :

7 Plaintiffs, :

8 -vs- :

9 RAY WHITAKER, doing business as :
10 WHITAKER BEEF-STEAKER, :

11 Defendant. :

Civil Action
No. 3861

FILED
May 18 1956
NOBLE C. HOOD

Clerk, U.S. District Court

12 CONSENT DECREE

13 By agreement of the parties

14 IT IS HEREBY ORDERED, ADJUDGED AND DECREED

15 That the patent in suit No. 2,209,824 is the property of plaintiffs, is
16 valid, and has been infringed by the defendant Ray Whitaker, doing
17 business as Whitaker Beef-Steaker by virtue of the manufacture and
18 sale by said defendant of the "Whitaker" machine, but the parties having
19 settled their difference and the defendant having paid its damages,
20 the complaint is hereby dismissed without prejudice and without costs.

21
22
23 ROYCE H. SAVAGE
24 U.S. District Judge

25 CONSENTED TO:

26
27 RAINEY, FLYNN, GREEN & ANDERSON
28 Attorneys for Plaintiffs

29 By s. Andrew Potter

30 CUSHMAN, DARGE & CUSHMAN
31 Samuel A. Boorstin
32 Attorneys for Defendant
33
34

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. BCAF-174315,
and their tools and
appurtenances,

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 Horton, Jr.,
Jerome Leo Hughes, and
Donald Nichols,

Claimants.

FILED

MAY 18 1956

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

J U D G E M E N T

Pursuant to FINDINGS OF FACT AND CONCLUSIONS OF LAW, entered herein, IT IS ORDERED, ADJUDGED, AND DECREED that forfeiture be and is hereby entered on behalf of the United States of America against respondent, 1955 Oldsmobile coach, motor no. 557K3020, one 1946 Ford coupe, motor no. 99A-862945, one 1950 Ford sedan, motor no. BCAF-174315, and one 1954 Buick Riviera coupe, motor no. V6730686, and in personam as against the claimants, Clyde A. Nichols and John R. Pugh, divesting them of all right, title, and interest in the aforescribed automobiles, and placing title and possession of said vehicles in the libelant, United States of America,

and that said 1955 Oldsmobile coach is ordered delivered over to the Regional Commissioner, Internal Revenue Service, Treasury Department, Dallas, Texas, (49 Stat. 880; 40 U.S.C. 304 1), as amended by Section 102(a) of the Federal Property and Administrative Service Act of 1949, as amended (63 Stat. 380; 5 U.S.C. 630 a), upon payment of costs of seizure and storage; and further the 1946 Ford coupe and the 1950 Ford sedan are hereby forfeited to the United States of America, and the U. S. Marshal for the Northern District of Oklahoma, is ordered to proceed to sell the 1946 Ford coupe and the 1950 Ford sedan, pursuant to Title 40, U.S.C.A., Section 304 1, and the proceeds of sale be disbursed as follows:

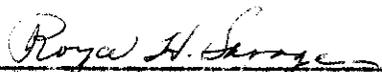
First: Payment of the costs of seizure and storage.

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

Judgment is hereby entered on behalf of claimant, Clyde A. Nichols, with regard to the 1954 Cadillac coupe, Motor No. 546249677, it having been shown that this automobile did not violate the Internal Revenue laws, as alleged in the Label of Information, and it having been further shown that Clyde A. Nichols is owner of this automobile and entitled to possession of it upon payment of costs of seizure and storage.

Judgment is hereby entered and remission granted on behalf of claimant, Associate Discount Corporation, Tulsa, Oklahoma, upon payment of costs of seizure and storage, with regard to the 1954 Buick Riviera coupe, Motor No. V6730686, in accordance with stipulation entered into in open court by Russell H. Smith, Assistant U. S. Attorney, and William K. Powers, attorney for Associate Discount Corporation, it having been shown that the Associate Discount Corporation has a valid and subsisting lien for the approximate amount of \$1,225.80 on the 1954 Buick Riviera coupe.

AND IT IS SO ORDERED.


United States District Judge

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

Minnie Jarman,)
)
 Plaintiff,)
)
 vs.) No. 3906 Civil
)
 Southwestern Greyhound Lines, Inc.,)
 a foreign corporation, and the Continental)
 Casualty Company, a foreign corporation,)
 and John Doe and Richard Roe,)
)
 Defendants.)

FILED

MAY 18 1956

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

ORDER

This matter comes on to be heard upon the motion of Continental Casualty Company for an order dismissing this cause as to said defendant. It appearing to the court that counsel for plaintiff confesses the motion of the defendant Continental Casualty Company,

IT IS ORDERED, ADJUDGED AND DECREED that this action is dismissed as against the defendant Continental Casualty Company.

Royce A. Savage

U. S. District Judge

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

G. W. VAN KEPPEL COMPANY, a corporation,	Plaintiff)
vs)
AMERICAN TANK AND CONSTRUCTION COMPANY, a corporation,	Defendant and Third Party Plaintiff)
vs)
CALEDONIAN-AMERICAN INSURANCE COMPANY,	Third Party Defendant)

NO. 3679 CIVIL

FILED

MAY 11 1956

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

J U D G M E N T

This cause having come on regularly to be heard before the Court, without a jury, all parties appearing in person and by their respective counsel, and evidence having been taken and the said cause having been duly submitted to the Court for its consideration and decision and the Court having filed its findings of fact and conclusions of law, and having ordered that judgment be entered in accordance with said findings of fact and conclusions of law, now, pursuant thereto,

IT IS BY THE COURT ORDERED AND ADJUDGED that the plaintiff, G. W. Van Keppel Company, have and recover of and from the defendant, American Tank and Construction Company, the principal sum of Three Thousand One Hundred Eighty-four and 85/100 Dollars (\$3184.85), with interest thereon at the rate of 6% per annum from the date hereof, and for the costs of this action.

IT IS FURTHER BY THE COURT ORDERED AND ADJUDGED that American Tank and Construction Company, Third Party Plaintiff herein, have and recover nothing in this cause by its Third Party Complaint against Caledonian-American Insurance Company, Third Party Defendant herein.

Dated this 8th day of May, 1956.

(Signature)
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Morris Edwin Mackler, et al,

Plaintiffs,

vs.

Douglas Aircraft Corporation, Inc.,
a foreign corporation,

Defendant.

NO. 3761 - CIVIL

FILED

MAY 2 1 1956

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

O R D E R

AND, on this 18th day of May, 1956, the plaintiffs' motion for new trial and the defendant's motion to retax costs coming on for hearing, plaintiffs appearing by their attorney, Pat Malloy, and the defendant appearing by its attorney, B. Hayden Crawford, United States Attorney for the Northern District of Oklahoma, and the court being fully advised in the premises finds that upon the application of the defendant to amend its motion to retax costs to include an objection to the amount of the plaintiffs costs incident to the taking of depositions, that such application should be granted.

The court further finds that the plaintiffs' motion for new trial should be overruled in all respects.

The court further finds that the witness fee allowable to Curtis Sanders should properly be \$8.00 in lieu of \$50.00 and that the costs incident to the taking of depositions should be \$18.75 in lieu of \$60.30, which \$18.75 is the cost of the only deposition offered and introduced in evidence by the plaintiffs.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant's application to amend its motion to retax costs be and the same is hereby granted to include an objection to the amount of plaintiffs' costs incident to the taking of depositions.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs be retaxed and that the plaintiffs be allowed their costs only as follows:

Fees of the Clerk	\$ 15.00
Fees of the Marshal	4.92
Fees for witnesses	13.92
Locket Fees under 28 U.S.C. 1923	20.00
Costs incident to taking of depositions	<u>18.72</u>
Total -	\$ 72.59

Royal W. Brown
U. S. DISTRICT JUDGE

Approved as to Form:

Pat Malloy
Pat Malloy
Attorney for Plaintiffs

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

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

FILED

NETTIE HORST,)
)
 Plaintiff,)
)
 vs.)
)
 THE ATCHISON, TOPEKA and SANTA FE)
 RAILWAY COMPANY, a corporation,)
 and JOHN STANBACK,)
)
 Defendants.)

MAY 21 1956

NOBLE C. HOOD,
Clerk, U. S. District Court
No. 3872

ORDER ON MOTION TO DISMISS AND ON MOTION TO REMAND

On the 18th day of May, 1956, there came regularly on for hearing the motion of the defendant John Stanback to dismiss and on the motion of the plaintiff to remand, the plaintiff appearing by her attorney W. F. Kyle, and the two defendants appearing by their attorneys, Rainey, Flynn, Green & Anderson, Sam C. Oliver and Valjean Biddison.

After argument the Court being fully advised in the premises sustained the motion of the defendant John Stanback to dismiss, and overruled the motion of the plaintiff to remand.

Thereupon the plaintiff moved orally to dismiss the cause without prejudice, at her costs, which motion the Court sustained.

/s/ Royce H. Savage
JUDGE

APPROVED AS TO FORM:

/S/ W. F. Kyle
Attorney for Plaintiff

/S/ Valjean Biddison
Attorney for Defendants

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

E. EARLE TOMLINS,

Plaintiff,

--vs--

GENERAL CASUALTY COMPANY OF AMERICA,
a corporation,

Defendant.

Civil Action No. 3864

FILED

MAY 22 1956

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

ORDER SUSTAINING MOTION TO DISMISS OF DEFENDANT,
T. HARRY ROBERTS AND OVERRULING MOTION FOR SUMMARY
JUDGMENT OF DEFENDANT, GENERAL CASUALTY COMPANY OF AMERICA.

This cause came on for hearing on this 6th day of March, 1956, upon the Motion to Dismiss of T. Harry Roberts, and upon the Motion for Summary Judgment of the defendant, General Casualty Company of America, at which time parties appeared by their respective counsel of record. The Court after being fully advised in the premises, finds that the Motion to Dismiss of the defendant, T. Harry Roberts should be sustained and he should be dismissed as a party defendant to this action. The Court at the request of the plaintiff, passed the Motion for Summary Judgment of defendant, General Casualty Company of America to the next motion docket and on the 13th day of April, 1956, this matter came on for further hearing upon the Motion for Summary Judgment, at which time the parties appeared by their counsel of record, and the Court after being fully advised in the premises, finds that the Motion of defendant, General Casualty Company for summary judgment should be overruled.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that the Motion to Dismiss of T. Harry Roberts be and the same is hereby sustained and said T. Harry Roberts be and he is hereby dismissed as a party defendant to this action, to which order and ruling of the Court the plaintiff excepted and such exceptions were noted and saved.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Motion for Summary Judgment of the defendant, General Casualty Company

of America, be and the same is hereby overruled, to which order and ruling of the Court, the said defendant duly excepted and such exceptions were noted and saved.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant, General Casualty Company of America, shall have 20 days hereafter within which to answer.

/s/ ROYCE H. SAVAGE
JUDGE OF THE UNITED STATES DISTRICT COURT
WITHIN AND FOR THE NORTHERN DISTRICT OF
OKLAHOMA.

APPROVED AS TO FORM:

CARLSON, LUPARDUS, MATTHEWS, HOLLIMAN AND HUFFMAN

BY: /s/ O. L. LUPARDUS
ATTORNEYS FOR PLAINTIFF

SANDERS & MCELROY

BY: /s/ DAVID H. SANDERS
ATTORNEYS FOR DEFENDANT

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

FILED

MAY 23 1956

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

Estate of ALBERT HENRY KASISHKE,
Deceased, and
OLIVE MILLICENT KASISHKE, Executrix
of the Estate of Albert Henry Kasishke,
Deceased,

Plaintiffs

v.

THE UNITED STATES,

Defendant

CIVIL ACTION

No. 3035

J U D G M E N T

Pursuant to the Findings of Fact, Conclusions of Law and
Order for Judgment dated the 23rd day of May, 1956.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment be
entered forthwith in favor of the defendant against the plaintiff
and that the complaint be dismissed, defendant to take its costs
and disbursements herein.

151 Royce H. Savage
Judge, United States District Court

Dated May 23, 1956

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

W. O. Dixon, d/b/a Perrault
Equipment Company,

Plaintiff,

v.

Briggs Engineering &
Contracting Co., Inc.

Defendant.

No. 3889 Civil

FILED

MAY 11 1956

J U D G M E N T

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

On this 24 day of May, 1956, the Court being
advised that a Judgment should be entered in this cause by
agreement of counsel;

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED, that
that the plaintiff have and recover judgment against the defendant
in the amount of \$13,760.54, with interest to and including the
23rd day of May, 1956, in the amount of \$652.98, and the costs
of this action.

IT IS FURTHER ORDERED that the twenty-five (25)
barrel tar kettle with Athey tracks, and a thirty (30) barrel
tar kettle with Athey tracks, now in the possession of the
plaintiff shall be the sole and exclusive property of plaintiff.

(D) Royce H. Savage
Judge

O. K.

(D) Joe Shuler
Attorney for Plaintiff

O. K.

(D) Willard Martin Jr.
Attorney for Defendant

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

J. R. Berger, Administrator of the
Joint Estates of W. S. Berger and
Delsie Lee Berger, deceased,

Plaintiff,

vs.

Missouri-Kansas-Texas Railroad
Company, a corporation,

Defendant.

No. 3926-Civil.

FILED

MAY 24 1956

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

JOURNAL ENTRY OF JUDGMENT

Now on this 24th day of May, 1956, the above
entitled and numbered cause comes on for trial in its regular order, the plaintiff
being present in person and by his attorneys, and the defendant being present by its
attorney, and all announce ready for trial, and by agreement the cause is submitted
to the Court for trial without a jury, a jury being expressly waived, and the Court
having seen the pleadings on file and heard the evidence finds:

I.

That the plaintiff J. R. Berger is the duly appointed, qualified and
acting Administrator of the estate of W. S. Berger, deceased, and of Delsie Lee
Berger, deceased, having been so appointed by the County Court of Osage County,
Oklahoma. That said W. S. Berger, deceased, and Delsie Lee Berger, deceased, while
residents of Osage County, Oklahoma, died on or about November 28, 1955, while riding
in an automobile owned by W. S. Berger, they having met death as the result of
injuries sustained by said automobile being struck by a train and engine of the
defendant at the intersection of its line of track and a certain public road at a
point about two miles north of Hominy, Oklahoma. That the plaintiff brings this
action for the use and benefit of the respective estates of said deceased persons,
and for the use and benefit of the surviving spouse, children, next of kin and heirs
at law of said deceased persons.

II.

That because of the matters and things set out in the first cause of action of plaintiff's amended complaint, plaintiff is entitled to recover of and from the defendant, for the use and benefit of the estate of W. S. Berger, deceased, for the conscious pain and suffering endured by the deceased up to the time of his death, ambulance expenses, hospital and medical expenses, funeral expenses, damage to said automobile and other personal property, and such other items of damage as inure to the benefit of said estate, and is further entitled to recover of and from the defendant damages for and on account of the death of W. S. Berger, deceased, for the use and benefit of the surviving spouse, dependent children and grandchildren, next of kin and heirs at law of said decedent, and all persons legally entitled to recover for said death, and for loss of contributions, and all other losses and damages for which any action may be brought against the defendant by them or on their behalf, whether expressly named or stated or not.

III.

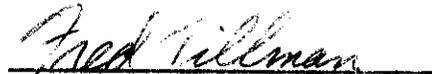
That because of the matters and things set out in the second cause of action of plaintiff's amended complaint, plaintiff is entitled to recover of and from the defendant, for the use and benefit of the estate of Delsie Lee Berger, deceased, for the conscious pain and suffering endured by the deceased up to the time of her death, ambulance expenses, hospital and medical expenses, funeral expenses, damage to personal property, and such other items of damage as inure to the benefit of said estate, and is further entitled to recover of and from the defendant damages for and on account of the death of Delsie Lee Berger, deceased, for the use and benefit of the surviving spouse, dependent children and grandchildren, next of kin and heirs at law of said decedent, and all persons legally entitled to recover for said death, and for loss of contributions, and all other losses and damages for which any action may be brought against the defendant by them or on their behalf, whether expressly named or stated or not.

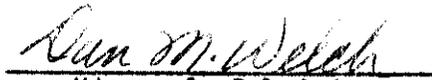
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff J. R. Berger, Administrator of the estate of W. S. Berger, deceased, do have and recover of and from the defendant Missouri-Kansas-Texas Railroad Company, on his first cause of

action the total sum of \$1,200.00; and that the plaintiff J. R. Berger, Administrator of the estate of Delsie Lee Berger, deceased, do have and recover of and from the defendant Missouri-Kansas-Texas Railroad Company on his second cause of action the total sum of \$800.00; and all court costs herein.


Judge.

Approved:


Attorney for Plaintiff.


Attorney for Defendant.