

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

COLORADO INTERSTATE OIL & GAS,)
 a Corporation,)
 Plaintiff,)
 vs)
 UNIVERSAL PETROLEUM COMPANY,)
 a Corporation,)
 Defendant.)

No. 3784

FILED

JAN - 7 1957

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

APPLICATION OF RECEIVER FOR AUTHORITY TO SURRENDER LIFE INSURANCE POLICIES AND ORDER THEREON

John H. Poe, receiver herein, states:

That among the assets in his hands as receiver of Universal Petroleum Company are two life insurance policies on the life of William H. Clute, President of the Corporation, by the terms of which Universal Petroleum Company is designated as beneficiary, the premiums on same having been paid by the company prior to the appointment of the receiver and by the receiver, as authorized by court order herein dated March 31, 1956, for premiums which have accrued since the appointment of receiver.

The policies above referred to are described as follows, and have the cash values hereinafter set out:

<u>Name of Co.</u>	<u>Policy No.</u>	<u>Date of Policy</u>	<u>Face Amt.</u>	<u>Annual Prem.</u>	<u>Cash Value</u>
Guardian	843531	11-19-47	\$10,000.00	\$364.80	\$1,767.50
Guardian	933320	1-30-53	25,000.00	1,041.50	1,950.00

Dividends have accumulated on policy number 843531 in the amount of \$481.50, which will be payable along with the cash value of above set out, if the receiver surrenders the policy, making a total amount receivable upon surrender of the policy in the amount of \$2,249.00.

On January 30, 1957, dividends will accrue on policy number 933320 in the amount of \$190.50 which will be payable along with the cash value if the policy is surrendered after January 30, 1957, making a total surrender value of \$2140.50.

There is a loan against the proceeds of policy #933320 in the amount of \$698.34 and if the receiver is permitted to surrender the above two policies for the amounts above indicated, he will obtain a net after payment of the loan in the amount of \$3,491.16.

Your receiver states that in view of the size of the annual premiums and the situation with which the company is faced at this time, he believes it will be to the best interest of the company, its creditors and all concerned, if he is permitted to surrender the above two policies and receive for the benefit of the receivership cash value plus dividends hereinabove set out.

WHEREFORE your receiver prays for an order of this court authorizing and directing him to surrender the above-described life insurance policies on the life of William H. Clute, President of Universal Petroleum Company, for the cash values plus dividends hereinabove referred to less the loan presently existing against the proceeds of the policy.

Dated at Tulsa, Oklahoma, this third day of January, 1957.


Receiver

ORDER

Now on this third day of January, 1957, this matter comes on for hearing upon the above application of the receiver for authority to surrender the life insurance policies described in the application, and after consideration thereof, the court finds that it will be to the best interests of all concerned if the receiver is authorized to cancel the above-described life insurance policies and receive cash surrender value plus dividends as set out in the application, less the existing loan against the policies.

AND IT IS SO ORDERED.


United States District Court Judge

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

EARL CECIL VAN BRUNT,

Plaintiff)

vs

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

Defendant)

NO. 4066
Civil Action

FILED

JAN 7 1957

ORDER REMANDING SUIT TO STATE COURT NOBLE C. HOOD
Clerk, U.S. District Court

The motion of plaintiff to remand this cause to the District Court of Creek County, Oklahoma coming on for hearing this 23rd day of November 1956 pursuant to regular setting and the court having heard the argument of counsel and having directed counsel for the defendant to furnish a brief in said cause.

Now on this 31st day of December 1956 court being fully advised upon consideration finds that the said motion should be sustained.

It is, therefore, ordered that the motion of plaintiff to remand, be and it is hereby sustained and the case is hereby remanded to the Superior Court of Creek County, Oklahoma, Drumright Division for further proceedings.

Royce H. Savage
Judge of the U. S. District Court.

CERTIFICATE OF SERVICE

I, Frank Leslie hereby certify that on the 3rd day of January 1957 I mailed a true, correct and exact copy of the within order remanding suit to State Court to Satterfield, Franklin & Harmon, Attorneys at Law, 411 Colcord Building, Oklahoma City 2, Oklahoma and to Doerner, Rinehart & Stuart, Attorneys at Law, National Bank of Tulsa Building, Tulsa, Oklahoma with the proper postage thereon fully prepaid.

Frank Leslie

Frank Leslie, Attorney for Plaintiff.
209 Mayo Building
Tulsa, Oklahoma

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

WARD LEWIS, ET AL,

Plaintiffs,

vs.

T. J. BENTON COMPANY, a corporation, ET AL,

Defendants.

CIVIL ACTION NO. 4032

FILED

JAN 7 1957

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

ORDER

The motion of plaintiffs to dismiss the above action coming on to be heard, *January 7, 1957* and it appearing to the court that this action was brought on behalf of the named plaintiffs and others similarly situated as members of a class, as defined in Rule 23(a)(3) of the Rules of Civil Procedure, and that the dismissal without prejudice should be approved;

IT IS ORDERED AND ADJUDGED that the dismissal of this action be and the same is hereby approved, and that this action be and the same is hereby dismissed as to all parties without prejudice.

Raymond H. Savage

JUDGE

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

MRS. ZOE B. SALING,

Plaintiff,

vs.

MRS. GLENIS MOORE, et. al.,

Defendants.

No. 3884

FILED

JAN - 8 1957

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

ORDER VACATING SALE AND DIRECTING RESALE
OF LANDS IN PARTITION

Now on this 8th day of January, 1957, there comes on for hearing the motion to confirm the sale of real estate hereinafter described, conducted by the U. S. Marshall for the Northern District of Oklahoma on the 13th day of November, 1956, and the plaintiff appearing by her counsel of record, W. Preston Woodruff and F. Paul Thieman, Jr., and the purchaser, S. R. Evans, being present by his counsel, Maurice F. Ellison; whereupon, after request and leave of Court, said purchaser was permitted to file in open Court his written objections to said sale and the Court, after reviewing said return of sale and being fully advised in the premises finds that said objection to the confirmation of said sale should be sustained and the sale be vacated and set aside and the U. S. Marshall be ordered to readvertise and resell the said real estate as hereinafter provided.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court, that the sale of the following described real estate, to-wit:

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

conducted by the U. S. Marshall on the 13th day of November, 1956, be vacated, set aside and held for naught for the reason that said sale was

conducted in Tulsa County rather than in Washington County, Oklahoma,
said latter County being the County where said land is situated.

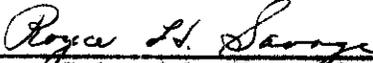
IT IS FURTHER ORDERED AND DIRECTED by the Court that the
U. S. Marshall for the United States District Court for the Northern District
of Oklahoma be, and he is hereby ordered and directed to readvertise and
resell the above described real estate at public sale at the County Courthouse
in Washington County, Oklahoma, and that said U. S. Marshall be further
ordered to advertise the sale of said real estate by publishing once a week
for at least four weeks prior to the sale in at least one newspaper regularly
issued and of general circulation in Washington County, Oklahoma.

IT IS FURTHER ORDERED by the Court that said real estate by
sold for cash.

IT IS FURTHER ORDERED AND DIRECTED by the Court that the
commission and cost of the U. S. Marshall for the sale conducted by him
on the 13th day of November, 1956, and as are set forth in his return of
sale be, and the same are hereby disallowed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the
Court that the U. S. Marshall for the District Court for the Northern District
of Oklahoma be, and he is hereby ordered and directed to return to S. R.
Evans the sum of \$18,300.00 heretofore deposited by S. R. Evans for the
purchase price of the said property on November 13, 1956.

IT IS FURTHER ORDERED by the Court that said U. S. Marshall
make due return of his proceedings as required by law.



Judge of the District Court
for the Northern District
of Oklahoma

*Ok. Mamie F. Ellison
J. Paul Sherman, Jr.*

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

FILED

JAN 10 1957

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

Nyson Oil Corporation,
a corporation,
Plaintiff,

v.

American States Oil Company,
a corporation,
Defendant.

No. 3984

ORDER OF DISMISSAL

This matter coming on to be heard upon the motion of the plaintiff to dismiss the above entitled cause with prejudice, it is hereby ordered that the same be, and is hereby, dismissed with prejudice to the plaintiff's right to bring another action.

/s/ ROYCE H. SAVAGE
United States District Judge

Approved:

/s/ Wm. Don Dow
Wm. Don Dow
Attorney for Plaintiff

/s/ Houston Bus Hill
Houston Bus Hill
Attorney for Defendant

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

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

No. 3784

FILED

JAN 1 1957

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

ORDER AUTHORIZING RECEIVER TO
EXCHANGE PROPANE TANKS FOR TRUCKS

Now on this 17th day of January, 1957, this matter comes on for hearing upon the application of the receiver herein to exchange two propane tanks hereinafter described, to Uni-Chem, Inc., for two trucks plus the payment of Twenty-eight Hundred Dollars (\$2800.00) on or before June 30, 1957, with interest from maturity at 6% per annum, and the court being fully advised in the premises finds that the application of the receiver should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that John H. Poe, Receiver herein, be and he is hereby authorized to transfer and set over unto Uni-Chem, Inc., the following two propane tanks located at Oakesdale, Washington:

<u>Capacity</u>	<u>Serial No.</u>
6000 gal.	W 4551-2
6000 gal.	W 4551-3

in exchange for two trucks described as follows: one 1954 Ford F600 truck bearing motor No. F60Z4D24919 and one 1951 Ford Pick-up truck bearing motor No. F1RLK025705; plus a promissory note of Uni-Chem, Inc. in the amount of Twenty-eight Hundred Dollars (\$2800.00) payable to the receiver on or before June 30, 1957, with interest at 6% after maturity, secured by proper chattel mortgage on the two ~~trucks~~ ^{tanks} described above.

Rayce H. Savage
United States District Judge

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

AVA G. KEY,

Plaintiff,

-vs -

TED CRONK,

Defendant.

NO. 4093-C

FILED

JAN 11 1957

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

DISMISSAL WITH PREJUDICE

On this 11th day of January, 1957, this cause comes on for hearing on the application of both the Plaintiff and Defendant showing an amicable compromise settlement had been made and by reason thereof, said cause is hereby dismissed with prejudice at the cost of the Defendant.

W. Roycroft Savage
JUDGE

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

AETNA LIFE INSURANCE COMPANY,
Plaintiff,
- vs -
LEONA HOLCOMB, et al.,
Defendants,
and
F. E. FENCE, et al.,
Interveners.

No. 3503

FILED

JAN 14 1957

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

DECREE

Now, on this 10th day of December, 1956, the above cause of action came on for pre-trial hearing. The Plaintiff, Aetna Life Insurance Company, a corporation, appeared by Robert J. Woolsey and Thomas W. Brown of Farmer, Woolsey, Flippo & Bailey, its attorneys; the Defendants, Leona Holcomb individually, Leona Holcomb as guardian of the person of Donald George Fleming, a minor, Donald George Fleming, a minor, Frank T. Denham, May Cecilia Denham, Berethy Lee Denham, a minor, Carolyn Denham Lumley, and May Cecilia Denham as guardian of Berethy Lee Denham, a minor, appeared by H. K. Glunt, Glenn O. Young, Glenn A. Young, and David Young, their attorneys; the Defendants, George Denham, Clarence Denham, Mary Jane Hopkins nee Wright, and Mary Ellen Cash appeared by Glenn O. Young, Glenn A. Young and David Young, their attorneys; Francis X. Rettenmeyer, Raymond D. Rettenmeyer, Marion Rettenmeyer, Louis Denham, Marion Denham and Rufus Denham by Meraul Besonette, their attorneys; the interveners, Francis X. Rettenmeyer, Executor of the Estate of Joseph A. Rettenmeyer, deceased, appeared by Sam T. Allen III, his attorney; the intervener F. E. Fence appeared by Phillip M. Landa of the firm

of Rhodes, Crowe, Hieronymus and Holloway, his attorneys; the intervenors, Virgil F. Sprankle, Grover D. Strother, A. N. Murphy and Justin W. Faherty appeared by Joseph A. Sharp of the firm of Rucker, Tabor & Cox of Tulsa, Oklahoma, but on behalf of the firm of Cochran, Dudley, Fowler, Rucks, Baker & Jopling of Oklahoma City; the intervenor First National Bank & Trust Company of Oklahoma City appeared by Joseph A. Sharp of the firm of Rucker, Tabor & Cox and by Ann Otter of the firm of Looney, Watts, Ross, Looney & Smith, its attorneys.

THE COURT FINDS, having considered the statements of counsel, and the pleadings in said cause, as follows:

THAT the Plaintiff, Aetna Life Insurance Company, is a corporation and it was such a corporation at the time of filing the action, organized and existing under the laws of the State of Connecticut, and that it is duly authorized and licensed to transact insurance business in the State of Oklahoma and is a citizen of the State of Connecticut.

THE COURT FURTHER FINDS THAT the Defendants, Leona Holcomb individually, and Leona Holcomb as guardian of the person and estate of Donald George Fleming, a minor, Donald George Fleming, a minor, Frank T. Denham, George N. Denham, Leona Denham Holcomb and Mary Jane Hopkins at the time of the filing of this action were citizens and residents of the State of Oklahoma.

THE COURT FINDS FURTHER THAT Edward Denham at the time of the filing of the above action was a citizen and resident of the State of Oklahoma, but that he has since died and that his heirs are his widow, May Cecilia Denham, and his daughters, Dorothy Lee Denham, a minor, and Carolyn Denham Lumley, and that this action has heretofore been revived in the name of the heirs of Edward Denham.

THE COURT FURTHER FINDS THAT the Defendant Raymond D. Rettenmeyer is a citizen and resident of the State of New York and that the Defendant Francis X. Rettenmeyer is a citizen and resident of the State of New Jersey,

and that the Defendant Marion Rettenmeyer is a citizen and resident of the State of Oregon.

THE COURT FURTHER FINDS THAT the Defendant Louis Denham is a citizen and resident of the State of Idaho and the Defendant Marion Denham is a citizen and resident of the State of Washington.

THE COURT FINDS FURTHER THAT in the Complaint for Interpleader filed herein, it is alleged by the Plaintiff that the Defendant Rufus Denham is a citizen and resident of the State of Washington, which allegation is denied by certain of the Defendants as appeared from the answers filed herein. The Court finds that under the appropriate acts of congress pertaining to interpleader that the requisite diversity of citizenship exists and that this Court has jurisdiction of the parties and the subject matter of the action and that this is an action in the nature of interpleader.

THE COURT FURTHER FINDS THAT on the 9th day of December, 1950, on application of the said Rosa B. Wright Rettenmeyer, the Plaintiff made, executed and delivered its certain single premium annuity Contract No. AN33409, being the annuity contract heretofore referred to in the Plaintiff's Complaint in interpleader upon payment to it of funds of the said Rosa B. Wright Rettenmeyer in the sum of \$162,606.00. That the Defendants, Mary Jane Hopkins nee Wright, Leona Holcomb, Leona Holcomb as guardian of the person and estate of Donald George Fleming, a minor, Ed Denham, Frank Denham, George Denham and Clarence Denham, in Cause No. 87402, in their Amended Petition filed in the District Court of Tulsa County, State of Oklahoma, claim that certain United States Bonds as described in their Petition of a total face value of \$185,000.00, and having a market value of \$191,864.64, were converted by the Defendants Aetna Life Insurance Company, F. E. Pence, Joseph A. Rettenmeyer, The First National Bank & Trust Company of Oklahoma City, Virgil F. Sprankle, Grover D. Strothers, A. N. Murphy and Justin W. Faherty,

THE COURT FURTHER FINDS from the pleadings that \$162,606.00 of the proceeds of said bonds were used to pay the premium on Policy No. AN33409 above referred to.

THE COURT FURTHER FINDS THAT on or about the 27th day of October, 1950, the Plaintiff made, executed and delivered a certain policy of insurance, No. N1669203 on the life of Donald George Fleming, which policy appears as an exhibit to Plaintiff's Complaint in Cause No. 3503 filed in this Court, which policy provides for payment on the death of Donald George Fleming of the proceeds of the policy to Joseph A. Rettenmeyer, Uncle of the insured, otherwise to Rosa B. Wright Rettenmeyer, Aunt of the insured, if she survived the insured, otherwise to the Executors and Administrators of the insured as provided in the policy, and said policy was issued in exchange for the payment by Rosa B. Wright Rettenmeyer through Joseph Rettenmeyer as her attorney-in-fact of the sum of \$25,143.03 premium paid out of the funds of Rosa B. Wright Rettenmeyer obtained from the cashing of the bonds heretofore mentioned.

THE COURT FURTHER FINDS THAT the Defendants, Frank T. Denham, Clarence M. Denham, George N. Denham, Leona Denham Holcomb, Leona Denham Holcomb as guardian of Donald George Fleming, Donald George Fleming, a minor, Mary Jane Hopkins and the Defendant's heirs of Edward Denham, to-wit: May Cecilia Denham as guardian of Dorothy Lee Denham, a minor, in their pleadings and in open court by their counsel, assert that they make no claim as to the invalidity of the annuity Contract No. AN33409 hereinbefore referred to, and that they make no claim as to the invalidity of the insurance contract No. N1669203 hereinabove referred to, but state that said insurance contracts are now incontestable and are valid contracts and are due and payable and that said contracts should be paid according to their terms. And further that said Defendants, through their counsel, state that there was no controversy between anybody as to the issuance of the policy and that there is no conflict among the parties who are designated as annuitants as to which one receives what payments are due under the policies and that the identity of the beneficiaries under the policy is established, and that none of said beneficiaries are contending that the policy is invalid and that they are not asking for a refund of any premiums that were paid prior to the date of the death of Rosa B. Wright Rettenmeyer.

THE COURT FURTHER FINDS THAT said Defendants on request of the Court declined to assert any claim or tender any issue for conversion of the bonds in this cause and stated in open court that the Defendants' pleadings measured their claims in the United States Court accurately and carefully and thereupon the Court, having considered all the pleadings heretofore filed and the statements of counsel, finds that there remains no issue of fact to be tried in the present cause and that judgment should be rendered for the Plaintiff as hereinafter set forth.

THE COURT FURTHER FINDS THAT none of the other beneficiaries who are Defendants in the above captioned cause make any claim that said policy or annuity contract is invalid.

THE COURT FURTHER FINDS THAT none of the Defendants assert or make any claim or tender any issue for the conversion of the bonds as alleged in the Petition attached as an exhibit in Cause No. 87042 in the District Court of Tulsa County, which cause of action is still pending in the District Court of Tulsa County.

THE COURT FURTHER FINDS THAT at the time of filing the Complaint in interpleader and the amendment thereto, the Defendants, Ellen Cash, Marion Rettenmeyer, Rufus Denham, Marion Denham, Louis Denham, Frank S. Rettenmeyer, Raymond D. Rettenmeyer, were claiming and in their answers filed herein claimed the payments due them as contingent beneficiaries under the annuity Contract No. AN33409, and that the claims for conversion of the bonds asserted in Cause No. 87042 and the claims for payments under the policy were conflicting and adverse and the plaintiff was unable to determine the validity of those claims and the rights of the claimants as between themselves, and the Plaintiff could not, without hazard to itself, undertake to decide as to the validity or superiority of the conflicting claims of the Defendants.

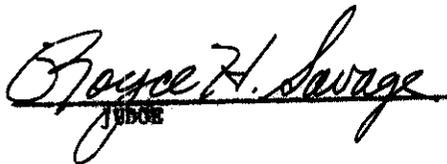
THE COURT FURTHER FINDS THAT Rosa B. Wright Rettenmeyer died on December 13, 1952, and that Joseph A. Rettenmeyer, contingent beneficiary, died on March 22, 1954, and that Aetna Life Insurance Company repaid under its annuity contract the sum of \$39,000.00 to Rosa B. Wright Rettenmeyer, to Joseph A. Rettenmeyer, attorney-in-fact for Rosa B. Wright Rettenmeyer, Guy L. Barry, Guardian of the Estate of Rosa B. Wright Rettenmeyer, and Joseph A. Rettenmeyer, all as beneficiaries or annuitants under said annuity contract, and that the contingent beneficiaries named in said policy who are defenders to the above captioned action are entitled to be paid pursuant to the terms of the policy payments from the first day of April, 1954.

THE COURT FURTHER FINDS THAT because of the conflicting claims of the parties the Plaintiff should not be compelled to determine the rights of the parties and that there was a danger that Plaintiff would have been involved in a multiplicity of suits and put to unnecessary costs and expenses on account of conflicting and adverse claims.

THE COURT FURTHER FINDS THAT upon the institution of the above styled action the Plaintiff filed with the Clerk of this Court a bond to abide by the judgment of this Court, which bond was approved by the Court,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT the Plaintiff herein have a judgment determining that the contract of annuity No. AN33409 is a valid annuity contract and that the proceeds of the contract should be paid to the Defendants named as beneficiaries therein, namely Ellen Cash, Rufus Denham, Marion Denham, Louis Denham, Marion Rettenmeyer, Frank X. Rettenmeyer, Raymond D. Rettenmeyer, Frank T. Denham, Clarence M. Denham, George N. Denham, Leona Denham Holcomb, Mary Jane Hopkins and the payment due Edward Denham be paid to his heirs May Cecilia Denham, his widow, and to May Cecilia Denham, guardian of Dorothy Lee Denham, a minor and to Carolyn Denham Lumley, said payments to be retroactive to April 1, 1954.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Defendants, Leona Holcomb individually, and Leona Holcomb as guardian of the person and estate of Donald George Fleming, a minor, Donald George Fleming, a minor, Frank T. Denham, George N. Denham, Leona Denham Holcomb, Mary Jane Hopkins, and May Cecilia Denham individually and May Cecilia Denham as guardian of Dorothy Lee Denham, a minor, Dorothy Lee Denham, a minor, and Carolyn Denham Lumley, be and they are hereby perpetually enjoined and restrained from making any further claims against the plaintiff and against the intervenors, Francis X. Rettenmeyer, Executor of the Estate of Joseph A. Rettenmeyer, The First National Bank & Trust Company of Oklahoma City, F. E. Pence, Virgil Sprankle, Grover D. Strether, A. N. Murphy, and Justin W. Faherty, on account of the alleged conversion of the bonds mentioned in their petition in Cause No. 87042 in the District Court of Tulsa County, and they are perpetually enjoined and restrained from proceeding further in Cause No. 87042 in the District Court of Tulsa County against the Plaintiff, Aetna Life Insurance Company, and against the intervenors, Francis X. Rettenmeyer, Executor of the Estate of Joseph A. Rettenmeyer, The First National Bank & Trust Company of Oklahoma City, F. E. Pence, Virgil Sprankle, Grover D. Strether, A. N. Murphy, and Justin W. Faherty.


JUDGE

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

AETNA LIFE INSURANCE COMPANY,
Plaintiff,
vs.
LEONA HOLCOMB, et al.,
Defendants,
and
F. E. PENCE,
Intervenor.

No. 3503

FILED

JAN 14 1957

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

JOURNAL ENTRY OF DECLARATORY JUDGMENT

NOW, on this 10th day of December, 1956, the above cause of action came on for pre-trial hearing. The Plaintiff, Aetna Life Insurance Company, a corporation, appeared by Robert J. Woolsey and Thomas W. Brown of Farmer, Woolsey, Flippo & Bailey, its attorneys; the Defendants, Leona Holcomb individually, Leona Holcomb as guardian of the person of Donald George Fleming, a minor, Donald George Fleming, Frank T. Denham, May Cecilia Denham, Dorothy Lee Denham, a minor, Carolyn Denham Lumley, and May Cecilia Denham as guardian of Dorothy Lee Denham a minor, appeared by H. K. Glunt, Glenn O. Young, Glenn A. Young and David Young, their attorneys; and the Defendants George Denham, ~~Edwence Disphan~~, Mary Jane Hopkins, appearing by Glenn O. Young, Glenn A. Young and David Young, their attorneys, and the intervener F. E. Pence appearing by Philip N. Landa of the firm of Rhodes, Crowe, Hieronymus & Holloway, his attorneys, the Court finds, having considered the statements of counsel and the pleadings in said cause as follows:

THAT the Plaintiff, Aetna Life Insurance Company, is a corporation and it was such a corporation at the time of filing the action, organized and existing under the laws of the State of Connecticut and that it is duly

authorized and licensed to transact business in the State of Oklahoma and is a citizen of the State of Connecticut. The Court further finds that the Defendants, Leona Holcomb individually and Leona Holcomb as guardian of the person and estate of Donald George Fleming, a minor, Donald George Fleming, a minor, Frank T. Denham, George N. Denham, Leona Denham Holcomb and Mary Jane Hopkins, Edward Denham were at the time of filing the action, citizens and residents of the State of Oklahoma.

THE COURT FINDS FURTHER that Edward Denham had died since the institution of this action and his heirs are his widow May Cecilia Denham and his daughters, Dorothy Lee Denham, a minor, and Carolyn Denham Lumley, and that May Cecilia Denham is the duly appointed and acting guardian of Dorothy Lee Denham, a minor, and that this action has heretofore been revived in the name of the heirs of Edward Denham.

THE COURT FURTHER FINDS that F. E. Pence is a citizen of the State of Oklahoma and was such a citizen at the time of the filing of the action.

THE COURT FINDS FURTHER THAT under the appropriate acts of Congress pertaining to declaratory judgments and interpleader that the requisite diversity of citizenship exists between the Plaintiff and Defendants and the intervenor, and that this Court has jurisdiction of the parties and the subject matter of the action and that a justiciable controversy exists between the Plaintiff and the Defendants involving the rights and liabilities under the contracts of insurance set forth in the pleadings.

THE COURT FINDS THAT on the 27th day of October, 1950, on application of one Donald George Fleming, the Defendant herein, a minor of eleven years of age, the plaintiff Aetna Life Insurance Company made, executed and delivered its certain annuity insurance contract No. N1669203, being the insurance annuity contract heretofore referred to in plaintiff's Complaint for Declaratory Judgment and for interpleader under Rule 22 and in the amendment to the complaint for interpleader upon payment to it of funds of the said Rosa B. Wright Rettenmeyer

in the sum of \$25,143.03. That the Defendants Mary Jane Hopkins nee Wright, Leona Holcomb, Leona Holcomb as guardian of the person and estate of Donald George Fleming, a minor, Ed Denham, Frank Denham, George Denham and Clarence Denham in Cause No. 87402 in their Amended Petition filed in the District Court of Tulsa County, State of Oklahoma, claimed that certain United States Bonds belonging to Rosa B. Wright Rettenmeyer as described in their Petition of a total face value of \$185,000 and having a market value of \$191,864.64 were converted by the Defendant, Aetna Life Insurance Company and the intervenor, F. E. Pence, who is one and the same F. E. Pence as is set forth in the application signed by Donald George Fleming attached to annuity insurance Contract No. N1669203.

THE COURT FURTHER FINDS from the pleadings that \$25,143.03 of the proceeds of said bonds were used to pay the premium on policy No. N1669203.

THE COURT FURTHER FINDS THAT on the 9th day of December, 1950, on application of the said Rosa B. Wright Rettenmeyer the Plaintiff made, executed and delivered its certain single premium annuity contract No. AN33409, which contract appears as an exhibit to Plaintiff's Complaint in Cause No. 3502, upon payment to it of the funds of the said Rosa B. Wright Rettenmeyer in the sum of \$162,606.00.

THE COURT FURTHER FINDS THAT the Defendants Frank T. Denham, Clarence N. Denham, George N. Denham, Leona Denham Holcomb, Leona Denham Holcomb as guardian of Donald George Fleming, a minor, Donald George Fleming, a minor, Mary Jane Hopkins and the Defendants, heirs of Edward Denham, to-wit: May Cecilia Denham, Dorothy Lee Denham, a minor, Carolyn Denham Lumley, and May Cecilia Denham as guardian of Dorothy Lee Denham, a minor, in their pleadings and in open Court by their counsel, assert that they make no claim as to the invalidity of the insurance contract No. N1669203 hereinabove referred to, and assert further they make no claim as to the invalidity

of annuity Contract No. AN33409 hereinbefore referred to, but state that said insurance and annuity contracts are now incontestable and are valid contracts and are due and payable according to the terms of said contracts and further that said Defendants, through their counsel, state that there was no controversy between anybody as to the issuance of the policy and that there is no conflict among the parties as to who receives the payments due under said contracts of insurance, and that the identity of the beneficiaries under the policies is established and that no one is contending that the policies are invalid and that they, the said defendants, are not asking for a refund of any premiums that were paid prior to the date of the death of Rosa B. Wright Rettenmeyer.

THE COURT FURTHER FINDS THAT the said Defendants, on request of the Court declined to assert any claim for conversion of the bonds in this cause, and stated in open Court that the defendants' pleadings measured their claims in the United States Court accurately and carefully, and thereupon the Court, having considered all the pleadings heretofore filed and the statements of counsel, finds that there remains no issue of fact to be tried in the present cause and that judgment should be rendered for the Plaintiff as hereinafter set forth.

THE COURT FURTHER FINDS THAT the Beneficiary and life owner presently of the policy, to-wit: Donald George Fleming, makes no claim that the insurance policy or annuity Contract No. N1669203 is invalid.

THE COURT FURTHER FINDS THAT none of the Defendants assert or make any claim or tender any issue in this Court for the conversion of the bonds as alleged in the Petition attached as an exhibit in Cause No. 87042 in the District Court of Tulsa County, which cause of action is still pending in the District Court of Tulsa County.

THE COURT FURTHER FINDS THAT at the time of filing the Complaint in interpleader and the amendment thereto, and Complaint for Declaratory Judgment, the Defendants herein in Cause No. 87042 asserted claims for conversion of the bonds and that in an action in this Court Donald George Fleming

now claims that the policy is valid and also claims a cause of action in Cause No. 87042 in the District Court of Tulsa County, sounding in conversion for converting the bonds, the proceeds of which went to purchase said Policy No. N1669203 and that such claims were conflicting and adverse and that this Court finds that the plaintiff is entitled to the declaratory relief demanded in the Complaint.

THE COURT FURTHER FINDS THAT Rosa B. Wright Rettenmeyer died on December 13, 1952, and that Joseph A. Rettenmeyer died on March 22, 1954.

IT IS THEREFORE ORDERED, ADJUDGED AND DECLARED that the contract of insurance No. N1669203 wherein Donald George Fleming is the insured, is declared to be a valid contract and in full force and effect and the Plaintiff is ordered and directed to pay to the said Donald George Fleming the payments set forth in the policy in accordance with the terms thereof when due.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Leona Holcomb individually and Leona Holcomb as guardian of the person and estate of Donald George Fleming, a minor, Donald George Fleming, a minor, Frank T. Denham, George N. Denham, and Mary Jane Hopkins and May Cecilia Denham individually and May Cecilia Denham as guardian of Dorothy Lee Denham, a minor, Dorothy Lee Denham, a minor, and Carolyn Denham Lumley, heirs of Edward Denham, be and they are hereby perpetually enjoined and restrained from making any further claims against the Plaintiff and against the intervenor F. E. Pence, on account of the alleged conversion of the bonds or conversion of the funds that went to purchase the insurance Contract No. N1669203 hereinbefore referred to, and they are perpetually enjoined and restrained from proceeding further in Cause No. 87042 in the District Court of Tulsa County.


DISTRICT JUDGE

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JAN 15 1957

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

United States of America,

Plaintiff,

vs.

Civil No. 3982

437.64 acres of Land, More or Less,
Situate in Rogers County, Oklahoma,
and L. L. Bibb, et al., and Unknown
Owners,

Defendants.)

JUDGMENT AND ORDER OF
DISTRIBUTION

Pursuant to the Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the property described
in Exhibit A, attached to and made a part of this Judgment, is condemned and
title thereto is vested in the United States of America to the extent of the
estate indicated and for the uses and purposes described in the Complaint and
Declaration of Taking filed herein on July 17, 1956.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that just compensation
for the taking is in the net amounts indicated herein, and that the Clerk of
the United States District Court for the Northern District of Oklahoma pre-
pare and mail checks to the following defendants for the amounts indicated.

TRACT B-202

L. G. Dennis and Alice Dennis, his wife,
6% on \$4,500 from July 17, 1956 (interest) \$4,500.00
135.00
\$4,635.00

TRACT B-203-1

L. L. Bibb and Marj Bibb, his wife
Less \$5,000.00, paid August 6, 1956 \$5,000.00
150.00
\$4,850.00
6% interest on \$2,400 from July 17, 1956 72.00
\$4,922.00
Less \$565.00 salvage on repurchase of
improvements from United States on option 565.00
\$4,357.00

TRACT B-203-2

L. L. Bibb and Marj Bibb, his wife - surface
and 1/2 minerals, \$15,950.00, less \$11,400.00
paid August 6, 1956 \$4,550.00
137.50
\$4,687.50
Elmer E. Wahl - 1/8 minerals 137.50
6% interest on \$96.63 from July 17, 1956 5.80
\$ 143.30
Lou Strong Trapp, Individually, 1/8 minerals \$ 137.50
6% interest on \$96.63 from July 17, 1956 5.80
\$ 143.30

Lou Strong Trapp, Executrix and Trustee, Estate of M. E. Trapp, deceased - 1/8 minerals 6% interest on \$95.63 from July 17, 1956	\$137.50 6.00 <u>\$143.50</u>
Investors Royalty Company - 1/8 minerals 6% interest on \$95.63 from July 17, 1956	137.50 6.00 <u>\$143.50</u>

TRACT B-2072-1, B-2072-2, B-2072-3, B-2072-4

L. L. Bibb and Earl Bibb, his wife - surface and 1/8 minerals, \$250.00, less \$50.00 paid August 6, 1956, and less \$100.00 owing to United States on Trust B-2032-1, paid August 6, 1956. 6% interest on \$803 from July 17, 1956	\$100.00 6.00 <u>\$106.00</u>
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Elmer E. Wahl - 1/8 minerals 6% interest on \$2.25 from July 17, 1956	\$ 3.00 .25 <u>\$ 3.25</u>
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Lou Strong Trapp, individually, 1/8 minerals 6% interest on \$2.25 from July 17, 1956	\$ 3.00 .25 <u>\$ 3.25</u>
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Lou Strong Trapp, Executrix and Trustee, estate of M. E. Trapp, deceased - 1/8 minerals 6% interest on \$2.25 from July 17, 1956	\$ 3.00 .25 <u>\$ 3.25</u>
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Investors Royalty Company - 1/8 minerals 6% interest on \$2.25 from July 17, 1956	\$ 3.00 .25 <u>\$ 3.25</u>
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TRACT B-2022-5

Elmer E. Wahl - 1/8 minerals 6% interest on \$4.33 from July 17, 1956	\$ 12.50 .83 <u>\$ 13.33</u>
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Lou Strong Trapp, individually - 1/8 minerals 6% interest on \$4.33 from July 17, 1956	\$ 12.50 .83 <u>\$ 13.33</u>
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Lou Strong Trapp, Executrix and Trustee, Estate of M. E. Trapp, deceased - 1/8 minerals 6% interest on \$4.33 from July 17, 1956	\$ 12.50 .83 <u>\$ 13.33</u>
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Investors Royalty Company - 1/8 minerals 6% interest on \$4.33 from July 17, 1956	\$ 12.50 .83 <u>\$ 13.33</u>
--	------------------------------------

TRACT B-206

Peter Blanket, c/o Paul Fickinger, Area Director, Bureau of Indian Affairs, Muskogee, Oklahoma	\$300.00
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TRACT B-207 and TRACTS B-2072-1, B-2072-2, B-2072-3

Blanche E. Winnlow 6% interest on \$1,500 from July 17, 1956	\$7,400.00 15.00 <u>\$7,415.00</u>
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TRACTS B-208 and B-2022

Sam Wroden 6% interest on \$500 from July 17, 1956	\$2,000.00 15.00 <u>\$2,015.00</u>
---	--

TRACY F-218E

**Flavins L. Barrett, 2821 Oklahoma Street,
Muskogee, Oklahoma**

\$300.00

Dated this 15th January 1957.

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

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

MOZELLE W. TIPS, ADMINISTRATRIX
OF THE ESTATE OF HAROLD TIPS,

Plaintiff,

- vs -

TRANS WORLD AIRLINES, A Foreign
Corporation,

Defendant.

No. 3867 Civil

FILED

JAN 16 1957

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

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

The above entitled cause came on for disposition before this Court and the Court having duly considered the stipulations presented at the pre-trial conference, the briefs of the parties and the pleadings, and being fully advised in the premises now finds the following:

FINDINGS OF FACT

I

The Court finds that the applicable statute governing the substantive rights of the parties is the law of the State of New Mexico and that at the time of this accident the law of the State of New Mexico limited liability of the defendant to \$10,000.00 insofar as the death of plaintiff's decedent is concerned.

II

The Court further finds that the defendant has confessed judgment at the pre-trial conference in the sum of \$10,000.00.

III

The Court further finds that there is no issue to be submitted to a jury.

IV

The Court further finds that Continental Casualty Company has paid plaintiff, Mozelle W. Tips, in excess of \$10,000.00 in connection with a Workmens Compensation Award and that Continental Casualty

Company is subrogated to the rights of Mozelle W. Tips up to \$10,000.00 in this matter. The Court finds that the \$10,000.00 owed by defendant should be paid to Continental Casualty Company rather than to Mozelle W. Tips, plaintiff.

CONCLUSIONS OF LAW

From the foregoing facts, the Court concludes:

I

Judgment should be and is hereby entered against Trans World Airlines, A Foreign Corporation, defendant, in the sum of \$10,000.00 in this cause.

II

That said sum shall be paid by the defendant to Continental Casualty Company rather than to Mozelle W. Tips, in view of the subrogation rights of Continental Casualty Company.

Let judgment be entered accordingly.

Dated this 16 day of January, 1957.

③ Raymond H. Savage
U. S. District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

437.64 Acres of Land, More or Less,
Situate in Rogers County, Oklahoma,
and L. L. Bibb, et al, and Unknown
Owners,

Defendants.

Civil No. 3982

FILED

JAN 22 1957

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

AMENDMENT TO JUDGMENT

Pursuant to Rule 60(a) of the Federal Rules of Civil Procedure,
the Judgment and Decree of Distribution, filed January 15, 1957, in the above-
styled cause, is amended in the following particulars.

I.

Tracts numbered B-207E-1, B-207E-2, B-207E-3, and B-207E-4, owned
by L. L. Bibb and Muri Bibb, his wife, and Elmer H. Wahl, Lou Strang Trapp,
and Investors Royalty Company, are hereby corrected to read: B-203E-1,
B-203E-2, B-203E-3, and B-203E-4.

II.

The total amount of just compensation reflected by the judgment
is \$45,062. The total amount of estimated just compensation deposited by
the United States at the time of the filing of the Declaration of Taking was
\$24,050. The gross deficiency, therefore, is \$11,012. This amount is to be
reduced in the amount of \$585, representing the salvage value of improvements
repurchased by L. L. Bibb, leaving a subnet deficiency of \$10,427. Interest,
as reflected by the original judgment, on the difference between the amounts
originally estimated as just compensation and those amounts finally awarded
by the Commissioners and the Judgment of this Court, is in the amount of \$137.65.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that a net deficiency
in the amount of \$10,764.65 be paid to the Clerk of this Court by the United
States of America. Upon receipt of this sum, the Clerk of this Court is au-
thorized to make distribution pursuant to the Judgment and Decree of
Distribution.

L. R. [Signature]
United States District Judge

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

GENERAL CASUALTY COMPANY OF AMERICA,
a corporation,

Plaintiff,

-vs-

DANIEL B. McWHIRT, HELEN McWHIRT,
SHERRY JOLENE McWHIRT, a minor, and
JACK SHAFER, BILL L. SHAFER and
JACK McKEENA, individually and as co-
partners, d/b/a SHAFER TYRE & APPLIANCE,

Defendants.

NO. 4048

FILED

JAN 2 2 1957

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

JUDGMENT AND DECREE

JUDGMENT IS HEREBY ENTERED for the defendants and against the
plaintiff in conformity with the findings of fact and conclusions of law
filed herein on this date.

The costs are taxed against the plaintiff.

Dated this 22nd day of January, 1957.

18 Royce H. Savage
United States District Judge

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

GENERAL CASUALTY COMPANY OF AMERICA,
a corporation,

Plaintiff,

-vs-

DANIEL B. McWHIRT, HELEN McWHIRT,
SHERRY JOLINE McWHIRT, a minor, and
JACK SHAFER, BILL L. SHAFER and
JACK McKENNA, individually and as co-
partners, d/b/a SHAFER TIRE & APPLIANCE,

Defendants.

NO. 4849

FILED

JAN 2 2 1957

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

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The court makes and enters the following findings of fact and
conclusions of law:

FINDINGS OF FACT

I

This action was brought by the plaintiff, General Casualty Company
of America, a corporation, organized under the laws of the State of Washington,
seeking a declaratory judgment arising out of an actual controversy relating
to an automobile liability insurance policy issued by said plaintiff to Gen-
eral Leasing Corporation and covering a 1956 GMC 1-ton pickup truck, motor
number F-248-114-882, owned by the General Leasing Corporation and leased to
Shafer Tire & Appliance, a partnership, composed of Jack Shafer, Bill L.
Shafer, and Jack McKenna.

II

The amount in controversy excluding interest and costs exceeds the
sum of \$3,000.00.

III

On the 11st day of June, 1956 said insured vehicle, while being
driven by Daniel B. McWhirt, was involved in an accident on State Highway
#20, between Skiatook, Oklahoma and Heminy, Oklahoma.

IV

Both Helen McWhirt, wife of Daniel B. McWhirt, and Sherry Jolene
McWhirt, daughter of Daniel B. McWhirt, have filed suits against Bill L.
Shafer and Jack Shafer, individually and as partners, d/b/a Shafer Tire
& Appliance, and Daniel B. McWhirt in the District Court of Creek County,
Oklahoma for damages for personal injuries allegedly sustained as a result
of said accident.

V

Daniel B. McWhirt and said partnership have demanded that plaintiff afford them the service of counsel and other protection provided by said policy of insurance.

VI

At the time of the said accident, Daniel B. McWhirt was driving the insured truck with the actual permission of his employer, Shafer Tire & Appliance. He was on a mission of business for his said employer, and was en route to Pawhuska, to solicit customers. State Highway #20 where the accident occurred is a proper route and is the best route between Tulsa, Oklahoma and Pawhuska, Oklahoma. Daniel B. McWhirt, prior to said accident, had been instructed by his employer, Shafer Tire & Appliance, not to transport passengers in said pickup truck. At the time of the accident, he was transporting his wife and daughter, Helen McWhirt and Sherry Joleen McWhirt, in violation of those instructions.

CONCLUSIONS OF LAW

I

The court has jurisdiction over the subject of the action and the parties hereto.

II

Under and by virtue of the written lease agreement between General Leasing Corporation and Shafer Tire & Appliance, any employee of Shafer Tire & Appliance having its permission had permission of General Leasing Corporation for the use of the insured vehicle in the furtherance of the business of Shafer Tire & Appliance.

III

Under the terms and definitions of plaintiff's insurance policy, Shafer Tire & Appliance is an additional insured, and any employee of the partnership driving the insured vehicle with permission of the partnership in furtherance of the partnership business is an additional insured.

IV

The plaintiff is obligated to defend on behalf of Jack Shafer, Bill L. Shafer, and Jack McKenna, individually and as co-partners, d/b/a

Shafer Tire & Appliance and on behalf of Daniel B. McWhirt any suit against any of such persons arising from the accident on June 21, 1956 and to pay on the behalf of any of such insureds all sums which may be imposed upon any of them by law within the limits of liability of its insurance policy.

Dated this 22 day of January, 1957.

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

APPROVED FOR FORM:

Best McElroy
Attorney for Plaintiff

W. R. Fulton
Attorney for defendant Daniel B. McWhirt

Jack L. Githen
Attorney for defendants Helen McWhirt and Sherry Jelene McWhirt

Jack N. Hus
Attorney for defendants Jack Shafer, Bill L. Shafer, and Jack McKenna, individually and as co-partners, d/b/a Shafer Tire & Appliance

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4094

One 1955 Chevrolet pickup truck,
Motor No. 0871842E25X, its
tools and appurtenances,

Respondent,

Floyd Winser Harriott,

Claimant.

FILED

JAN 22 1957

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

J U D G M E N T

Pursuant to FINDINGS OF FACT AND CONCLUSIONS OF LAW, entered herein, IT IS ORDERED, ADJUDGED, AND DECREED that judgment of forfeiture be and is hereby entered on behalf of the United States of America against respondent, 1955 Chevrolet pickup truck, Motor No. 0871842E25X, and impersonation as against the claimant, Floyd Winser Harriott, divesting him of all right, title, and interest in the aforescribed pickup truck, and placing title and possession of said vehicle in the libelant, United States of America, and that said 1955 Chevrolet pickup truck is ordered delivered over to the Regional Commissioner, Internal Revenue Service, Treasury Department, Dallas, Texas, pursuant to application filed herein under Section 304 of the Liquor Law Repeal and Enforcement Act (49 Stat. 880; 49 U.S.C. 304), as amended by Section 102(a) of the Federal Property and Administrative Services Act of 1949, as amended (63 Stat. 380; 5 U.S.C. 630a).

AND IT IS SO ORDERED.

L. P. Reynolds
United States District Judge

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

FILED

JAN 23 1957

COLORADO INTERSTATE GAS COMPANY)
a Corporation)

Plaintiff)

vs.)

UNIVERSAL PETROLEUM COMPANY,)
a Corporation)

Defendant)

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

No. 3784

**APPLICATION OF RECEIVER FOR AUTHORITY
TO SURRENDER LIFE INSURANCE POLICIES
AND ORDER THEREON**

John H. Poe, Receiver herein, states:

That among the assets in his hands as Receiver of Universal Petroleum Company, are three life insurance policies on the life of William H. Clute, President of the corporation, by the terms of which Universal Petroleum Company is designated as beneficiary. The premiums on said policies were paid by the company prior to the appointment of the Receiver and have been paid by the Receiver, as authorized by court order herein dated March 31, 1956, since his appointment.

Said policies are described and have cash surrender values approximating the amount as follows:

POLICY NUMBER	14589015	14589014	14589013
NAME OF COMPANY	Prudential	Prudential	Prudential
DATE OF POLICY	1/28/47	1/28/47	1/28/47
FACE AMOUNT	\$5,000.00	\$10,000.00	\$10,000.00
Total: \$25,000.			
ANNUAL PREMIUMUM	\$ 200.70	\$ 401.40	\$ 401.40
Total: \$203.50			
CASH VALUE	\$ 730.00	\$1,460.00	\$ 1,460.00
Total: \$3650.00			

Dividends accruing January 28, 1947, on the above policies will amount to \$232.25, making the amount payable upon surrender as of that date of approximately \$3,882.25, less the loans and accrued interest

which are presently against the policies in the amount of \$811.60, or a net of \$3070.65.

The Receiver believes that in view of the size of the annual premiums and the situation with which the company is faced at this time, it will be to the best interest of the company, its creditors and all concerned, if he is permitted to surrender the above three life insurance policies and receive for the benefit of the receivership the net cash value thereof.

WHEREFORE your Receiver prays for an order of this court authorizing and directing him to surrender the above described life insurance policies on the life of William H. Clute, President of Universal Petroleum Company, for the cash values thereof plus accrued and unpaid dividends less the amount of loans presently existing against the proceeds of the policies and interest accrued thereon.

Dated at Tulsa, Oklahoma, this 23rd day of January, 1957.

John H. Poe
Receiver

ORDER

Now on this 23 day of January, 1957, this matter comes on for hearing upon the above application of the Receiver for authority to surrender the life insurance policies described in the Application, and after consideration thereof, the Court finds that it will be to the best interest of all concerned if the Receiver is authorized to cancel the above described life insurance policies and receive the net cash surrender value thereof, AND IT IS SO ORDERED.

Royce H. Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Tri-State Insurance Company,
a Corporation,

Plaintiff,

vs.

Civil No. 4106

Joint Independent School District
No. 5, Delaware County, Oklahoma;
The United States of America; and
Earl Wiseman, District Director of
Internal Revenue,

Defendants.

F. I. L. E. D

JAN 23 1957

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

O R D E R

Pursuant to agreement and representation by the United States of America through its attorneys, B. Hayden Crawford, United States Attorney, and Charles H. Froeb, Assistant U. S. Attorney, for the Northern District of Oklahoma, that it will intervene in this suit within the next thirty (30) days, and pursuant to the confession of the Motion filed by the United States of America to dismiss Earl Wiseman, District Director, Internal Revenue Service, Oklahoma City, Oklahoma, and the United States of America as parties defendant, said confession being made by E. H. Mathews, attorney for the plaintiff, Tri-State Insurance Company,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the motions to dismiss the United States of America and Earl Wiseman, filed in the above cause, are hereby sustained, and the defendants, United States of America and Earl Wiseman, are dismissed without prejudice as parties defendant.

W. Royce H. Savage
United States District Judge

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

MORGAN GEORGE and ULA U. ROSS,
Plaintiffs,
vs.
AMERICAN STATES OIL COMPANY,
Defendant.

NO. 3287

FILED

JAN 24 1957

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

ORDER OF DISMISSAL

Now on this 24 day of JAN., 1957, the above entitled
matter coming on for hearing on motion of plaintiff to dismiss, and the
same having been duly considered, the Court finds the following Order
should issue:

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

151 Royce H. Savage
UNITED STATES DISTRICT COURT JUDGE

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

* * * * *
MIKEL DRILLING COMPANY, A)
Corporation,)
)
Plaintiff,)
-vs-)
MERLE O. ANDERSON, et al.,)
)
Defendants.)

Civil No. 3860

FILED

JAN 24 1957

JOURNAL ENTRY OF JUDGMENT

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

Now on this 24th day of January, 1957, upon Stipulation of Parties filed herein for Entry of an Agreed Judgment, Judgment is hereby rendered in favor of the Plaintiff, and as against the Defendants as follows:

1. Judgment is hereby entered as against the following Defendants, hereinafter referred to as "Illinois Defendants" as follows:

J. Kelly Ruchford	\$1,252.00
Melvin Summertch	1,337.36
Wallace Walter	2,377.94
Fred Spagnoli	640.80
Boyes Pichett	679.60
Leonard W. Tomlinson	1,194.00
C. Victor Cardoso	1,206.44
Richard Taylor	1,194.00
David Lando	1,194.00
James T. Lynch	1,194.00
Sylvan Beck	1,371.64
Mathew J. Wojciechowski	2,711.40
Nicholas G. Korosteck	188.76
Louis Korosteck	188.76
Gus Korosteck	188.76

2. Said Judgments as against the aforesaid "Illinois Defendants" are entered in the respective sums aforesaid, without allowance of any attorneys' fees or other costs, with the exception of Court Costs, which are taxed as against said Defendants. The Judgments as against said "Illinois Defendants" shall bear interest at the rate of six (6) per cent per annum from January 1, 1957.

3. Said Judgments as against the "Illinois Defendants", shall

be paid and payable out of oil produced, saved and sold from the Dick-Pin-
nare Leases and assigned to the said individual interest holder Defendants
under Division Order with Deep Rock Division of Kerr-McGee Oil Industries,
Inc., Purchaser.

4. The net runs of the said "Illinois Defendants" now held in
suspense by Deep Rock Division of Kerr-McGee Oil Industries, Inc., being
oil runs from January 1, 1956 to December 31, 1956, shall be paid to Mikel
Drilling Company, a corporation, and such sums credited upon the respect-
ive Judgments entered. Present and future oil runs of Defendant Judgment
Debtors obtained from said Leases shall be paid to Mikel Drilling Company,
a corporation, and shall be applied as regards each Defendant:

a. To the payment of Defendant's pro-rata portion
of current operating expenses, and

b. The balance thereof shall be applied to payment of
the Judgment rendered herein, and said payments shall
continue until the Judgment against the Defendant is
paid in full.

5. Subject to the determination of the pending causes of action for
rescission brought by the Defendants, Hjalmer L. Swanson, Merle O. Ander-
son, A. L. Larson, James A. Thompson and George T. Collier, hereinafter
referred to as "Minnesota Defendants" as hereinafter provided in the event,
upon Final Judgment, said Minnesota Plaintiffs do not prevail, then Judgment
may be entered against said Defendants as follows:

Hjalmer L. Swanson	\$ 895.89
Merle O. Anderson	2,060.91
A. L. Larson	903.45
James A. Thompson	1,320.25
George T. Collier	1,320.25

plus interest at the rate of six (6) per cent per annum from January 1, 1957.

6. Said Judgments as against the aforesaid "Minnesota De-
fendants" are to be entered in the respective names aforesaid, without allow-
ance of any attorneys' fees or other costs, with the exception of Court Costs,
which are taxed as against said Defendants.

7. Said Judgments, if any, as against the aforesaid "Minnesota

Defendants shall, as indicated, not be entered until the final determination of the pending causes of action for rescission brought on behalf of said Defendants in the District Court of the United States for the District of Minnesota and in the District Court in and for Hennepin County, Minnesota.

8. In the event that final Judgments are entered in the pending actions in the District Court of the United States for the District of Minnesota and in the District Court in and for Hennepin County, Minnesota, as against the "Minnesota Defendants" then upon Judgment herein the oil run payments being held in suspense by Deep Rock Division of Kerr-McGee Industries, Inc., to the account of said Minnesota interest holder Defendants, being oil run payments from January 1, 1956 to the date of said Judgment, shall be paid to Mikel Drilling Company, a corporation, and shall be applied as regards each Defendant to the payment of said Judgment.

Future credits for oil thereafter produced, saved, sold and purchased from the Dick-Pizarro Leases to the credit of the "Minnesota Defendants" shall be paid to Mikel Drilling Company, a corporation, and shall be applied as follows:

- a. To payment of current operating costs.
- b. The remainder to be applied in payment of the balance of the Judgments to be entered against said "Minnesota Defendants" and shall be continued until said Judgments are paid in full.

9. In the event that the "Minnesota Defendants" shall prevail in either of the aforesaid pending actions in Minnesota for rescission, then the net oil run payments held in suspense by Kerr-McGee Industries, Inc., to the credit of the individual Minnesota Defendants shall be paid to said Defendants as their respective interests may appear and the sums so paid and received shall constitute a payment and credit on the net money Judgment obtained by the Minnesota Defendants as Plaintiffs in the Rescission Action. In the event that either of the Parties in the Minnesota rescission actions, upon determination, shall give notice of intention to appeal and perfect an

appeal in either of said actions to the proper appellate tribunal, then the oil
rent payments held to the accounts of the Minnesota Defendants shall continue
to be held in suspense, subject to payment as above provided upon the entry
of Final Judgment in favor of one or the other of the parties; it being the in-
tent of the parties that no payment or distribution of these monies shall be had
until a final determination of the Minnesota actions is had.

10. In the event that final Judgment is entered in favor of the
"Minnesota Defendants" in the aforesaid suits for rescission, then upon entry
of such Final Judgment, Judgment for the "Minnesota Defendants", discharging
them, shall be entered in this Cause.

11. If and as any individual interest holder Defendant shall by
payment in cash or by payment from oil runs to his credit applied as above
provided to the payment of the Judgment, pay in full the Judgment entered
against said Defendant interest holder, then and in such event, Mihel Drilling
Company shall immediately execute and deliver to said Defendant and shall
file in this case a Release and Satisfaction of Judgment as regards said inter-
est holder Defendant and shall furnish a certified copy thereof with Order to
Resume Payment direct to said interest holder to Deep Rock Division of Kerr-
McGee Industries, Inc., under proper Division Order, and without further
order or notice of any kind.

12. Effective as of the close of business on December 31, 1956,
the Operating Agreement heretofore entered into by various Defendants and
Mihel Drilling Company is herewith terminated, cancelled, rescinded, and
held non-effective. Mihel Drilling Company, a corporation, shall continue as
the Operator of the Dick Pizarro Leases here involved, and from and after
the closing of business on December 31, 1956, the said Operator shall re-
ceive in full payment for its services as Operator of said Leases a total fee of
Seventy-Five (\$75.00) Dollars per month, plus actual expenses incurred for
travel and telephone. In the operation of said Leases, no single expenditure
for any operation on said Leases or Contract, or purchase for any one supplier

in excess of the sum of Seven Hundred Fifty Dollars (\$750.00) shall be made by the Operator without the prior written consent and approval of the attorneys for the Parties hereto.

13. Mikel Drilling Company, a corporation, shall continue to operate said leases, as Operator, until such time as all Judgments against all the Defendants, including any Judgments rendered against the "Minnesota Defendants" shall be paid in full. At the end of the month in which all Judgments shall have been fully paid, Mikel Drilling Company, a corporation, agrees to and shall release and relinquish the operation of said Leases and shall release, cancel and terminate the Operating Agreement then in effect. The operation of the Lease shall at that time be turned over to and vested in Charles W. Harding, Tulsa, Oklahoma or such other Operator as the interest holders may determine under proper operating agreement, and upon the execution of proper division orders to Deep Rock Division of Kerr-McGee Oil Industries, Inc., authorizing and permitting the purchasing company to pay to the Operator the total proceeds from all oil and gas produced, saved and sold from said Leases and permitting him to make proper distribution thereof to interest holders, subject only to agreed charges for operating expenses and taxes, if any.

14. In the event said Leases shall, at any time prior to payment in full of the Judgment, or any part thereof, by agreement of the Parties, be shut in, abandoned, or production discontinued as non-commercial, then, and in that event, the Plaintiff shall have and shall by the Judgment be granted a lien upon the Leasehold interest of the Defendant interest holders and execution may issue as in the case of foreclosure of lien by statute provided.

Id. Royce H. Savage
U. S. District Judge

Approved as to form:

WHEELER & WHEELER
720 First National Building
Tulsa, Oklahoma

BOYLE WATSON
106 N. Ohio Street
Drumright, Oklahoma

By John Wheeler
Attorneys for Plaintiff

LEE & BOOTH
1437 Main Street
Tulsa, Oklahoma

By Matthew J. Wojciechowski
Attorneys for Defendant,
MATHEW J. WOJCIECHOWSKI

UNGERMAN, WHITEBOOK, GRABEL &
UNGERMAN, 625 Wright Building,
Tulsa, Oklahoma

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

RUTH E. SCHWOB,

Plaintiff,

vs.

FRANKLIN SUPPLY COMPANY, a
foreign corporation,

Defendant.

3987 CIVIL

FILED

JAN 28 1957

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

ORDER OF DISMISSAL

NOW on this 28th day of January, 1957, there came on for hearing the plaintiff's oral motion to dismiss the above captioned matter with prejudice. Plaintiff was represented by her attorney, Pat Malloy, and the defendant was represented by its attorney, Alfred B. Knight. The court finds that the plaintiff herein has made, executed and delivered to the defendant in full, final and complete settlement a release for any claims which she may have against the defendant and the court hereby approves said release and settlement of the claim.

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

W. Royce Savage
Judge of the United States District Court.

by Pat Malloy
Attorney for Plaintiff

Alfred B. Knight
Attorney for Defendant.

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

JOSEPH J. SCHWOB,)
)
 Plaintiff,)
)
 vs.)
)
)
)
 FRANKLIN SUPPLY COMPANY, a foreign)
 corporation,)
)
 Defendant.)

3988 Civil

FILED

JAN 28 1957

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

ORDER OF DISMISSAL

NOW on this 28th day of January, 1957, there came on for hearing the plaintiff's oral motion to dismiss the above captioned matter with prejudice. Plaintiff was represented by his attorney, Pat Malloy, and the defendant was represented by its attorney, Alfred B. Knight. The court finds that the plaintiff herein has made, executed and delivered to the defendant in full, final and complete settlement a release for any claims which he may have against the defendant and the court hereby approves said release and settlement of the claim.

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

1st Royce H. Savage
Judge of the United States District Court

1st Pat Malloy
Attorney for Plaintiff

1st Alfred B. Knight
Attorney for Defendant.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

NO. 4072 - CIVIL

One 1936 Ford 2-door Club Sedan,
Motor No. M52112768, its tools
and appurtenances,

Defendant,

Jessie Fowdrill; Florence Fowdrill,
and American National Bank, Sapulpa,
Oklahoma,

Claimants.

FILED

JAN 28 1957

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 1936 Ford 2-door Club Sedan, Motor No. M52112768, its tools and appurtenances, be and the same are hereby forfeited and that the claimants, Jessie Fowdrill and Florence Fowdrill, are decreed to have no claim, right, title or interest whatsoever in said vehicle and that the said vehicle be and the same is hereby ordered to be sold by the United States Marshal for the Northern District of Oklahoma and the marshal's fees and court costs (deducted from the proceeds of the sale and the remainder of the proceeds of the sale be divided equally between the United States of America and the American National Bank of Sapulpa, Oklahoma.

DATED this 28th day of January, 1957.

184 Royce H. Savage
U. S. DISTRICT COURT

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

WELDING EQUIPMENT SUPPLY
COMPANY, INC., a corporation, Plaintiff,

Vs.

G. G. GRIFFIS, INC., a
corporation, Defendant.

No. 4020 - Civil

FILED

JAN 29 1957

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

JUDGMENT

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

1. Plaintiff shall have judgment against the defendant
for the sum of Four Thousand Eight Hundred Sixty-One Dollars,
Forty-Seven Cents (\$4,861.47), and for interest accrued and
accruing on said sum at the rate of Six per cent (6%) per
annum from the 1st day of May, 1955, until paid.

2. The plaintiff shall have and recover its costs against
the defendant.

Dated at Tulsa, Oklahoma this 29 day of Jan., 1957.

151 Royce H. Savage
United States District Judge

CAW:ls
1/28/57

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

JAMES B. COPPEDGE, as Trustee in Bankruptcy
of the Estate of FRANK McPHERSON COMPANY,
a co-partnership, composed of FRANK McPHERSON,
WARREN WALL, and R. L. MORSE, A Bankrupt,

Plaintiff,

-vs-

L. E. SMITH, doing business as L. E. SMITH
CONSTRUCTION COMPANY,

Defendant.

No. 4026

FILED

JAN 30 1957

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

J U D G M E N T

On January 30, 1957, on Stipulation of the Parties filed in this
cause, the Court finds:

1. The facts alleged in Plaintiff's Complaint are true
and correct.
2. That since the date of the filing of the Complaint the
adjudged liability of Defendant to creditors of the Bankrupt
exceeds the sum of \$17,952.50 due the Bankrupt under Contract
of August 25, 1953, for which amount Defendant is entitled to
set-off.
3. That Defendant is entitled to have judgment herein dis-
charging the Defendant; each of the parties to pay his
separate costs and no costs or Attorney's fee to be charged
or taxed against the Plaintiff.

IT IS, THEREFORE, ORDERED AND DECREED, that Defendant,
L. E. Smith, doing business as L. E. Smith Construction Company, be and he
is hereby discharged from this action; each of the parties to bear his separate
costs as provided.

15/ Royce W. Savage
United States District Judge.

Approved as to form:

Ungerman, Whitehead, Grabel & Ungerman

By *[Signature]*
Irvine E. Ungerman, Attorneys for James
B. Coppedge, Trustee

Covington, Donovan and Gibson

By *[Signature]*
A. M. Covington, Attorneys for L. E. Smith

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

UNITED STATES OF AMERICA,

Libelant,

vs.

ONE 1955 CHEVROLET BEL AIR 2-DOOR
SEDAN, MOTOR NO. 0272285F55GL, ITS
TOOLS AND APPURTENANCES,

Respondent,

LUDY WESLEY BUCHANAN; D. F. MARTIN,
Hinton, Oklahoma; LEE ELLER FORD,
INC., Sapulpa, Oklahoma; PACIFIC FINANCE
CORPORATION, Tulsa, Oklahoma; and
PACIFIC FINANCE LOANS, Tulsa, Oklahoma,
A SUBSIDIARY OF PACIFIC FINANCE
CORPORATION,

Claimants.

No. 4061 - Civil

F. I. E. D.

JAN 30 1957

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 by the Court that the 1955 Chevrolet Bel Air 2-Door Sedan, Motor No. 0272285F55GL, its tools and appurtenances, be, and the same are hereby, forfeited, and the claimants, Ludy Wesley Buchanan, D. F. Martin and Lee Eller Ford, Inc., 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, and Pacific Finance Loans, claimant herein, upon payment of all storage costs, and that possession and title be vested in the Pacific Finance Corporation thereto.

Dated this 29th day of January, 1957.

15/ Royce H. Savage
United States District Judge

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

Jewell D. Gamble,

Complainant,

vs.

F. F. Rye, L. C. Riddle and
Ruth Hetana Williams,

Defendants.

No. 4078 Civil

FILED

FEB - 1 1957

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

DISMISSAL WITHOUT PREJUDICE

Comes now the complainant, Jewell D. Gamble, and dismisses
without prejudice the above styled and numbered action as to the defendants
F. F. Rye and L. C. Riddle.

Dated 12 day of February, 1957.

Jewell D. Gamble
Complainant

Herold M. Bolker
Attorney for Complainant

Kenneth L. Steiner

IT IS HEREBY ORDERED that the above styled and numbered action
be dismissed without prejudice this 10th day of February, as to the defendants
F. F. Rye and L. C. Riddle.

Royce A. Sava
U. S. District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

270.00 Acres of Land, More or
Less, Situate in Tulsa County,
Oklahoma, and Estate of Johnson
Tiger, Deceased, Unknown Owners,
et al,

Defendants.

Civil No. 4136

FILED

FEB - 1 1957

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

ORDER FOR DELIVERY OF POSSESSION

This action coming on for hearing upon notice of the plaintiff for an order for the surrender of possession of the property described in the Complaint, filed herein, to plaintiff, and it appearing that the plaintiff is entitled to possession of said property,

IT IS ORDERED this first day of February 1957, that all defendants in this action and all persons in possession or control of the property described in the Complaint, filed herein, shall surrender possession of said property, to the extent of the estate being condemned, to plaintiff immediately, provided that a copy of this order shall be served upon all persons in possession or control of said property on-or before February 15, 1957.

W. Regent Savage
United States District Judge

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

H. H. MYERS,

Plaintiff

vs.

No. 3960 Civil

SINCLAIR CRUDE OIL COMPANY,
S. W. BIGGERS and FLOYD GOOD,

Defendants

FILED

FEB - 5 1957

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

DECREE

This cause came on for trial before the Court without a jury on the 14th day of January, 1957, plaintiff being present in person and by his attorneys James A. Kilgore and Jack N. Hays, the defendants S. W. Biggers and Floyd Good being present in person and by their attorney Hicks Epton, the defendant Sinclair Crude Oil Company being represented by its attorney Rex Short, and all parties having announced ready for trial, the Court proceeded to hear the evidence on the issues and thereafter argument of counsel. The Court having made its findings of fact and conclusions of law, finds that it has jurisdiction of the parties and the subject matter of the action, and finds the issues in favor of the defendants and against the plaintiff.

IT IS THEREFORE by the Court ordered, adjudged and decreed that judgment is hereby rendered for the defendants.

DATED: Feb. 5 1957.

/s/ ROYCE H. SAVAGE
United States District Judge

Approved as to form:

/s/ JACK N. HAYS
Attorney for Plaintiff

/s/ HICKS EPTON by R. S.
Attorney for Defendants
S. W. Biggers and Floyd Good

/s/ REX SHORT
Attorney for Defendant
Sinclair Crude Oil Company

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF OKLAHOMA

ROY HOLBERT, Administrator of)
estate of Lucy MacDonald Estelle)
Crawford, deceased.)

Plaintiff,)

-vs-

) NO. 4045

UNITED STATES FIRE INSURANCE)
COMPANY, a foreign corp.,)

Defendant,)

FILED

FEB - 5 1957

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

ORDER OF DISMISSAL

Now on this 5th day of February, on motion of the parties hereto, the Court being fully advised finds that the judgment rendered in Seminole County has been satisfied and that there is no longer any controversy existing between the parties and the above entitled cause should be dismissed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the above entitled cause is dismissed.

ROYCE H. SAVAGE

Judge

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

D. M. NOKES,

Plaintiff,

-vs-

LYNN HUGHES DEVELOPMENT
COMPANY, INC. , and DAVID
WALLAGE ROE,

Defendants.

No. 4967

FILED

FEB - 5 1957

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

ORDER OF DISMISSAL

Now on this 5th day of February, 1957,

on motion by the party litigants, the above captioned cause is dismissed with prejudice to the rights of the plaintiff to bring a further action for the reason that it appears to the Court that the cause has been settled between the parties.

ROYCE H. SAVAGE

United States District Judge for the
Northern District of Oklahoma

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

GOLDIE PERKINS,

Complainant,

-vs-

OKLAHOMA NATURAL GAS COMPANY,
a corporation,

Defendant.

NO. 4073 Civil

FILED

FEB - 5 1957

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

ORDER OF DISMISSAL

Now on this 5th day of February, 1957, on

application of party litigants hereto, the above captioned cause is dismissed
with prejudice to the bringing of a further action for the reason that the
same has been fully compromised and settled between the parties.

ROYCE H. SAVAGE
~~ROYCE H. SAVAGE~~
JUDGE OF THE UNITED STATES
DISTRICT COURT FOR THE
NORTHERN DISTRICT OF
OKLAHOMA.

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

BEST MOTOR FREIGHT, INC.,
Plaintiff,

vs.

ST. LOUIS-SAN FRANCISCO
RAILWAY COMPANY,
Defendant.

No. Civil 4032

FILED

FEB - 6 1957

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

ORDER PERMITTING DISMISSAL

Upon application of the plaintiff, and for good cause shown,
plaintiff is hereby permitted to dismiss the above-entitled cause with
prejudice.

151 Royce W. Savage
District Judge

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

BERT WHEELER,

Plaintiff,

vs.

WILLIAM BOATNER REILY, III,
LELAND S. MONTGOMERY and
JOHN W. READ,

Defendants.

No. 4134-Civil

FILED

FEB - 5 1957

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

ORDER DISMISSING ACTION

There having been filed herein a Stipulation of Dismissal of the above entitled cause on the part of the above named plaintiff and defendants, it is

ORDERED that this action be, and the same is hereby, dismissed, with prejudice, and that defendants be awarded their costs.

It further appearing to the Court that said attachment has been levied by order of the Superior Court of Creek County, DeWright Division, State of Oklahoma, in Cause No. 3214, prior to the removal of said cause to this Court, it is

ORDERED that said attachment be, and the same is hereby, dissolved.

DATED this 5 day of February, 1957.


U. S. District Court

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

SANDRA LEE DUNARD,)
a minor, by)
ROSE E. DUNARD,)
her mother and next friend,) Plaintiff

vs)

MACK TRUCKS, INC.,)
ET AL,) Defendants

NO. 4056 CIVIL ✓

FILED

FEB - 7 1957

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

O R D E R

Upon motion of the plaintiff to dismiss her cause of action
without prejudice against the defendant, Mack Trucks, Inc., a corpora-
tion, only,

IT IS BY THE COURT ORDERED that the plaintiff's com-
plaint and cause of action against the defendant, Mack Trucks, Inc., a
corporation, be and the same is hereby dismissed without prejudice, at
the cost of the plaintiff.

Dated this 7th day of February, 1957.


United States District Judge

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

ELEANOR D. MARTIN,

Plaintiff,

vs

RAILWAY EXPRESS AGENCY, INC.,

Defendant.

Civil
No. 3918

FILED

FEB 11 1957

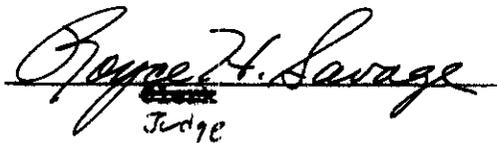
NOBLE C. HOOD
Clerk, U.S. District Court

JUDGMENT

The issues in the above entitled action having been regularly brought on for trial before Honorable Royce H. Savage, without a jury, the parties having appeared by their respective counsel and the issues having been duly tried, and the Court having heretofore filed its Findings of Fact and Conclusions of Law, directing judgment as hereinafter provided, it is

ORDERED, ADJUDGED AND DECREED that plaintiff take nothing, that the action be and it is hereby dismissed on the merits and plaintiff pay all the proper costs of this action.

DATED this 11th day of Feb., 1957.


Judge

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

FEB 1 1 1957

AMELIA ROCERETO,
Plaintiff,
vs.
LEROY L. LAYER,
Defendant.

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

No. 3927

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, and dismisses with prejudice her complaint filed herein, for the reason that plaintiff and defendant have fully settled and compromised the controversy existing between them, and therefore respectfully move the Court to dismiss said complaint with prejudice at the costs of the plaintiff.

Amelia Rocereto
Amelia Rocereto, plaintiff
James W. Brown
James W. Brown,
Attorney for plaintiff
Robert J. Niss
Robert J. Niss
Attorney for plaintiff

ORDER OF DISMISSAL

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

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

18 Royce H. George
JUDGE

O. K.:
James W. Brown
Attorney for plaintiff
Robert J. Niss
Attorney for plaintiff
Leroy L. Layer
Attorney for defendant

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

Roy L. Cunningham,

Plaintiff,

-vs-

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

Defendant.

No. 4023-Civil.

FILED

FEB 11 1957

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

ORDER OF DISMISSAL

NOW, on this 11th day of February, 1957,
comes on for hearing the stipulation and dismissal of plain-
tiff and defendant hereto in the above entitled cause. The
Court finds that said cause has been settled and that defen-
dant has this date paid to the plaintiff, Roy L. Cunningham,
the sum of Thirty-six Thousand Five Hundred Dollars (\$36,500.00)
in full settlement, release and satisfaction of plaintiff's
cause of action set forth in the petition herein, and that
said plaintiff has accepted said sum in full satisfaction,
release and discharge of his cause of action and claim against
the defendant, and the Court, after due consideration, finds
that said dismissal should be approved.

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

Royce H. Savage
JUDGE

Approved as to Form:

Ray W. Waller
Attorney for Plaintiff
Rainey, Herpin & Anderson
Be. Andrew Foster
Valjean Biddison
Attorneys for Defendant.

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

RALPH C. HALBERT,

Plaintiff,

-vs-

R. L. GLAENER,

Defendant.

No. 4034

FILED

FEB 1 1 1957

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 in favor of plaintiff and against the defendant in the sum of Five Thousand Three Hundred Eighty-Two and 91/100 (\$5,382.91) Dollars, with interest at the rate of six (6%) per cent per annum from the due date of each invoice sued on and more particularly described in Exhibit B of the plaintiff's complaint; for attorney's fees to be fixed by separate order at a later date and for the costs of this action; that plaintiff be declared to have a lien upon all of the interest of the defendant in and to the oil and gas mining leasehold estate in and under the following described premises located in Osage County, State of Oklahoma, to-wit:

Northeast Quarter (NE/4) of Section Six
(6), Township Twenty-four North (T-24-N),
Range Seven East (R-7-E),

and any and all equipment thereon or used in connection therewith; that in the event said sums are not paid by defendant that all of defendant's interest in said leasehold estate be sold according to law and the proceeds applied first for the payment of the costs of this action, interest and the attorney's fees, the amount of which the court will fix at a later date by separate order, and the residue applied toward the liquidation of the above described sum of Five Thousand Three Hundred Eighty-Two and 91/100 (\$5,382.91) Dollars with interest as set out above, for which let execution issue.

Dated this 23rd day of January, 1957.

(S) [Signature]
Honorable Rayse Savage, District Judge

OK as to form:
[Signature]
T. F. Duke
Attorney for Defendant

HEWJr:lad
1/28/57

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

HATTIE CHANDLER,

Plaintiff,

-vs-

ROY KIRKENDOLL; CONTINENTAL
BAKING COMPANY, a foreign corporation
and LIBERTY MUTUAL INSURANCE
COMPANY, a foreign corporation,

Defendants.

No. 4063

FILED

FEB 1 1957

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

The above entitled cause came on regularly for trial this 2nd day of February, 1957, a jury being waived and the court having duly considered the evidence and being fully advised in the premises now finds the following:

FINDINGS OF FACT

I.

That the plaintiff is a resident of the State of Oklahoma, that the defendants were and are now non-residents of the State of Oklahoma and that the amount in controversy exceeds the sum of \$3,000.00 exclusive of interest and costs.

II.

That the evidence of the plaintiff failed to show any negligent conduct on the part of the defendants.

III.

That the court specifically finds that the defendants' vehicle was at all times on its proper side of the roadway.

CONCLUSIONS OF LAW

From the foregoing facts, the court concludes:

I.

That the Court has jurisdiction over the persons and subject matter of the lawsuit.

II.

That the plaintiff failed to sustain the burden of proof.

DECREE

This cause having come on for trial this 2nd day of February, 1957, the Court being fully advised in the premises finds that plaintiff takes nothing by her said complaint and that defendants have judgment for their costs and disbursements herein expended.

Let judgment be entered accordingly.

Dated this 11th day of February, 1957.

18/ Royce H. Sawyer
United States District Judge

Approved as to form:

18/ H. E. Beauchamp
Attorney for Plaintiff

18/ Joseph M. Best
Attorney for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

G. W. Johnston,

Plaintiff,

vs.

Civil No. 3729

Alonso Yabola, et al,

Defendants,

United States of America,

Intervener.

FILED

FEB 13 1957

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

ORDER TO DISMISS

On this 13th day of February 1957, this matter coming on for hearing on motion of the United States of America to dismiss appeal taken in this cause, and the Court, having been fully advised in the premises, finds that the motion shall be sustained, and

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that this motion, for good cause shown, be granted, and that the Notice of Appeal, filed herein in this cause, shall be and is hereby dismissed.

Royce H. Savage
United States District Judge

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

HELMS & BECKHAM CRUDE OIL PURCHASING
COMPANY, a co-partnership composed of
F. A. Helms and Earl Beckham,

Plaintiff,

vs.

W. S. BURDETTE, RAYMOND WARREN,
SOONER PIPE & SUPPLY COMPANY,
BROKEN ARROW OIL TOOLS, a co-
partnership, WAYNE HARRIS, d/b/a
SAFULPA WELL SERVICE, S. B. LEE,
d/b/a EAR LEE DRILLING COMPANY,
I. J. BRASHEARS and AMONG YOUNG,
d/b/a YOUNG MATERIALS COMPANY,
HALLIBURTON OIL WELL CEMENTING
COMPANY, a Delaware Corporation,
(Intervenor)

Defendants.

No. 4087 Civil

FILED

FEB 13 1957

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

ORDER REMANDING

The motion of defendant W. S. Burdette to remand this suit to the District Court of Creek County, Oklahoma, coming on for hearing on the 25th day of January, 1957, pursuant to regular setting and notice to parties, and the Court having heard the argument of counsel, and being fully advised, upon consideration finds that the motion should be sustained.

IT IS, THEREFORE, ORDERED that the motion of defendant W. S. Burdette to remand this cause to the District Court of Creek County, Oklahoma, be and the same is hereby sustained, and said cause be and it is hereby remanded to the District Court of Creek County, Oklahoma, for further proceedings.

Dated at Tulsa, Oklahoma, this 13th day of February, 1957.

W. Royce Savage
Judge.

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

BOSWELL FRATES COMPANY, a
corporation,

Plaintiff,

vs.

OKLAHOMA NATURAL GAS COMPANY,
a Corporation, and N. M.,
HULINGS, JR., an individual,

Defendants.

No. 4103 Civil

FILED

FEB 13 1957

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

ORDER REMANDING

The motion of plaintiff to remand this suit to the District Court of Creek County, Oklahoma, coming on for hearing on the 25th day of January, 1957, pursuant to regular setting and notice to parties, and the Court having heard the argument of counsel, and being fully advised, upon consideration finds that the motion should be sustained.

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

Dated at Tulsa, Oklahoma this 13th day of February, 1957.

Rayce H. Savage
Judge.

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

NELLIE MAE MARKER, Administratrix of the)
Estate of DONALD ORVILLE MARKER, Deceased,)
Plaintiff,)

-Vs-

UNIVERSAL OIL PRODUCTS COMPANY, a)
Corporation, Defendant.)

FILED

FEB 14 1957

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

No. 3703-Civil

ORDER OVERRULING MOTION FOR NEW TRIAL

This October 19, 1956, this cause comes on for hearing pursuant to notice upon plaintiff's motion for new trial, plaintiff and defendant appearing by their respective counsel of record, and the court, having considered the content of said motion, having heard the arguments of counsel, and being well and truly advised in the premises finds that the motion for new trial should be and the same is hereby overruled in all respects.

IN WITNESS WHEREOF, I have set my hand and the seal of this court this day and year first above written.


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

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

NELLIE MAE MARKER, Administratrix of the)
Estate of DONALD ORVILLE MARKER, Deceased,)
Plaintiff,)

-Vs-

UNIVERSAL OIL PRODUCTS COMPANY, a)
Corporation, Defendant.)

FILED

FEB 14 1957

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

No. 3703-Civil

JUDGMENT

This September 25, 1956, this cause coming on for jury trial pursuant to notice, plaintiff appearing in person and be her counsel of record, and defendant appearing by and through its counsel of record, whereupon, a jury of twelve men and women was impaneled and sworn to try said cause, and after opening statements by plaintiff and defendant, plaintiff presented her evidence and rested, and defendant's renewed motion to dismiss and demurrer to the evidence of plaintiff were overruled, whereupon, defendant presented its evidence and rested and moved the court to direct the jury to return a verdict for defendant which motion was sustained, and the jury, after being so instructed, returned into open court its written verdict as follows: "We, the jury in the above-entitled case, duly impaneled and sworn, upon our oaths find for the defendant." signed "Jarrett Z. Maltzberger, Foreman."

NOW, THEREFORE, upon said jury verdict it is the judgment of this court that defendant shall have and it is hereby granted judgment against plaintiff in this cause upon the issues herein and for the costs of this action.

IN WITNESS WHEREOF, I have set my hand and the seal of this court this day and year first above written.


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

Thereupon defendants presented their evidence and the court requested Counsel to file briefs in support of their cases.

Now, on this 13th day of February, 1957, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. That the plaintiff, W. E. Thompson, have judgment against the defendant L. J. Peterson in the sum of \$3,048.66, together with interest thereon at the legal rate from and since June 26, 1956.

2. That the plaintiff have judgment against Oil Producers and Refiners, Inc., for \$4,801.93, with interest thereon at the legal rate from and since June 26, 1956, and for a further sum of \$1,507.26, with interest therein at the legal rate from and since January 1, 1957.

3. That L. J. Peterson and E. S. Cassidy hold no right, title or interest in and to the Sherman-Flinchum lease described as the 7/8ths Working Interest oil and gas leasehold estate covering the

SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, Township 19 North, Range 4 East of the Indian Meridian, Creek County, Oklahoma,

and that the 1/16th interest in and to said oil and gas leasehold estate which stands of record in the name of E. S. Cassidy is owned and held by Oil Producers and Refiners, Inc.

4. That the plaintiff holds a lien against the interest of Oil Producers and Refiners, Inc., including the above referred to interest which has heretofore stood in the name of E. S. Cassidy, to secure the payment of the above stated amounts which said defendant is indebted to the plaintiff.

5. That the plaintiff holds a lien upon the 3/128ths interest in and to the above described Sherman-Flinchum oil and gas leasehold estate held by Byron Krumlauf, and the 13/128ths interest therein held by D. S. Peterson, which lien secures the payment of the \$3,048.66 above adjudged to be owed by the defendant, L. J. Peterson,

to the plaintiff and also secures payment of all sums above adjudged to be owed to plaintiff by defendant, Oil Producers and Refiners, Inc.

6. That all of the above stated loans are hereby foreclosed and the interest of all defendants therein ordered sold to satisfy the judgment of the plaintiff.

7. That any and all monies which are now creditable to the interest of any of the defendants in this cause by virtue of oil and/or gas produced from the above described Sherman-Flinchum lease shall be paid to the plaintiff herein to be credited upon the judgment. Any monies creditable to the interest of Byron Krumlauf and D. S. Peterson to be credited on a prorata basis to the judgment in favor of plaintiff and against L. J. Peterson and Oil Producers and Refiners, Inc., and any and all monies creditable to any and all other defendants to be credited upon the judgment in favor of plaintiff and against Oil Producers and Refiners, Inc.

(S) Roy H. Savage
U. S. DISTRICT JUDGE

APPROVED: *as to form*
(S) Howard Davis & William F. Neuman
HOWARD DAVIS,
ATTORNEY FOR DEFENDANTS,
D. S. PETERSON, BYRON KRUMLAUF
AND OIL PRODUCERS AND REFINERS, INC.

BROWN & VERITY

BY (S) Geo. L. Verity
GEO. L. VERITY
ATTORNEY FOR PLAINTIFF,
W. E. THOMPSON

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

No. 4072 Civil

One 1936 Ford 2-door Club Sedan,
Motor No. M88112768, its tools
and appurtenances,

Respondent,

Jessie Powdrill, Florence Powdrill,
and American National Bank, Sapulpa,
Oklahoma,

Claimants.

FILED

FEB 18 1957

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

ORDER CONFIRMING SALE

NOW, on this 13th day of February, 1957, 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 John Marley, 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 1936 Ford 2-door Club Sedan, Motor No. M88112768, which said automobile had been seized as the property of Jessie Powdrill and Florence Powdrill, and that the same was sold at the time specified in said public notice at public auction to Earl Barber, 508 East Dewey Street, Sapulpa, Oklahoma, for the sum of \$1,643.00, he being the highest and best bidder therefor, and said sale being valid should be confirmed.

IT IS THEREFORE ORDERED AND DECREED by the court that said sale of said above described automobile to Earl Barber 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.
- Third: The residue to be divided equally and paid one-half to the American National Bank, Sapulpa, Oklahoma, and one-half to the Treasurer of the United States.

13/ Royce H. Savage
United States District Judge

WL:lg
2/14/57

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

WESTINGHOUSE ELECTRIC SUPPLY
COMPANY, a corporation,

Plaintiff

vs.

WILLIAM L. CEASE, SR., d/b/a
CEASE APPLIANCE COMPANY,

Defendant

Civil No. 4091

FILED

FEB 19 1957

JUDGMENT BY DEFAULT UPON APPLICATION TO CLERK NOBLE C. HOOD
Clerk, U.S. District Court

Upon application of plaintiff, and examination of the records herein, the defendant, William L. Cease, Sr., d/b/a Cease Appliance Company, having been regularly served with Alias Summons and complaint, and having failed to plead or otherwise defend herein, the legal time for pleading or otherwise defending ~~has~~^{having} expired, and the default of said defendant, William L. Cease, Sr., d/b/a Cease Appliance Company, in the premises having been duly entered according to law, a Judgment is hereby entered as against said defendant, William L. Cease, Sr., d/b/a Cease Appliance Company, in pursuance of the prayer of said complaint.

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

IT IS ORDERED, ADJUDGED AND DECREED that the said plaintiff do have and recover from the said defendant, William L. Cease, Sr., d/b/a Cease Appliance Company, the sum of \$3,839.47, with interest on the sum of \$2,600.00 at the rate of 6% per annum from October 22, 1955, until paid, and with interest on the sum of \$1,239.47, at the rate of 6% per annum from February 19, 1957, until paid, and for attorney's fees of \$495.00 and for

all the costs herein expended; for all of which let execution
issue.

Judgement rendered this 19th day of February, 1957.

NOBLE C. HOOD, CLERK OF THE
UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF
OKLAHOMA,

By


Deputy Court Clerk

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

MRS. ZOE B. SALING,

Plaintiff,

vs.

MRS. GLENIS MOORE, et.al.,

Defendants.

No. 3884

FILED

FEB 20 1957

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

ORDER CONFIRMING SALE

Now on this 20th day of February, 1957, there comes on for hearing the motion of the plaintiff to confirm the sale of the property hereinafter described conducted by the United States Marshall for the United States District Court for the Northern District of Oklahoma and the hearing upon the application of W. Preston Woodruff and F. Paul Thieman, Jr., for the allowance of an attorneys fee to be taxed as costs in this action and it appearing to the court the plaintiff appearing by her counsel of record and S. R. Evans, Mrs. Vera Burford and Morris L. Burford appearing by their counsel of record, Maurice F. Ellison, whereupon the court called for objections, if any, to the sale conducted by the Marshall and the court specifically finds there were no persons objecting in open court nor are there any objections filed in said cause; whereupon the court carefully examined the return of sale filed herein by the United States Marshall for the United States District Court for the Northern District of Oklahoma, and from said return it appears that on the 8th day of January, 1957, said Marshall caused public notice of the time and place of the sale of the property hereinafter described to be given by advertising the same in the Bartlesville Record, a newspaper printed in and of general circulation in the jurisdiction of the United States District Court for the Northern District

of Oklahoma, and particularly in Washington County, Oklahoma, for a period of more than 30 days prior to the sale that was conducted on the 11th day of February, 1957 at the hour of 10:00 o'clock a.m. of said day at the front door of the County Courthouse in the City of Bartlesville, Washington County, Oklahoma; that said sale was well attended and the bidding was spirited and W. R. Davis was the highest and best bidder for the sum of \$18,300.00 and said sum was the highest and best sum bid and a higher bid cannot be obtained and, therefore, the court finds that all of said proceedings have been had according to law and the court being satisfied with the legality thereof finds that said sale of the land hereinafter described should be confirmed, approved and declared valid in all respects.

Thereafter, counsel for the plaintiff introduced testimony of competent witnesses sworn and examined in open court as to a reasonable attorneys fee and after the evidence was presented, the court finds W. Preston Woodruff and F. Paul Thieman, Jr., should be allowed an attorneys fee to be taxed as costs of this action in the principal sum of \$2,500.00, plus their necessary expenses in the sum of \$246.40, and the same is hereby taxed as costs of the action and the court further finds from the evidence that Dan Mitchell be and he is hereby allowed a fee in the sum of \$100.00, and Maurice F. Ellison be and he is hereby allowed an attorney fee in the sum of \$100.00, both of said sums to be taxed as costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that said sale conducted by the United States Marshall for the United States District Court for the Northern District of Oklahoma, of the following described real estate, to-wit:

South half (S1/2) of the Southeast quarter (SE1/4)
Section 11, Township 27 North, Range 13 East,
Washington County, Oklahoma,

subject to a valid, producing oil and gas lease bearing the date of June 3, 1922, by Lelia E. Clay, nee Walker, to R. J. Clay, her husband and filed of record in the office of the County Clerk of Washington County, Oklahoma, on the 31st day of July, 1922 and recorded in Lease Record Book 16 at Page 43,

be and the same is hereby allowed, confirmed and approved and in all respects declared valid and the Clerk of this Court is directed to make entry accordingly on the journal of this court and the United States Marshall for the United States District Court for the Northern District of Oklahoma be, and he is hereby directed to make, execute and deliver a good and sufficient conveyance of said premises as provided by law.

IT IS FURTHER ORDERED by the court that the costs of these proceedings be first deducted from the proceeds of said sale and W. Preston Woodruff and F. Paul Thieman, Jr., be, and they are hereby allowed an attorneys fee of \$2,500.00, Maurice F. Ellison be, and he is hereby allowed an attorney fee in the sum of \$100.00 and Dan Mitchell be, and he is hereby allowed an attorney fee in the sum of \$100.00, each of said sums to be taxed as costs of the action and W. Preston Woodruff and F. Paul Thieman, Jr. are hereby allowed the further sum of \$246.40 for the necessary expenses advanced by them in conjunction with the above matter and said amount to be taxed as costs of the action.



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

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 4100

Darleen Kirkpatrick Karnes,

Defendant.

FILED

FEB 2 1 1957

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

J U D G M E N T

NOW on this 21st day of February 1957, the above cause coming on for hearing, the plaintiff, appearing by Russell H. Smith, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendant appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer is and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that the defendant was indebted to the plaintiff in the sum of \$2,916.00, after allowance of all just credits and set-offs; that there remains a balance owing, due, and unpaid in the amount of \$2,916.00.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, Darleen Kirkpatrick Karnes, for the sum of \$2,916.00 with interest thereon at the rate of six per cent (6%) per annum from date of judgment until paid, and for the costs of this action.

151 Royce H. Savage
United States District Judge

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

PATIENCE MULLENDORE McNULTY,
Individually, etc.,
Plaintiffs.

vs.

MULLENDORE TRUST COMPANY,
ET AL,
Defendants.

NO. 3002 - CIVIL.

FILED

FEB 25 1957

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

ORDER

Upon the Trustees' application in that behalf,

IT IS ORDERED that A. C. Adams, Mildred M. Adams and Bessie M. Johnson as Trustees of the Mullendore Trust Company, be and they are hereby authorized to convey to Bessie M. Johnson, Mildred M. Adams, Patience M. McNulty, Dale Archer McNulty and Eugene C. Mullendore by the Quit Claim Deed attached as "Exhibit A" to Trustees' Application, the following described property owned by the Mullendore Trust Company:

North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 10-20N-8E., of the I.M., Pawnee County, Oklahoma, except five (5) acres, more or less, located in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 10 more particularly described as follows: Commencing at a point sixty feet (60 ft.) west of the Northeast corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 10, Township 20 North, Range 8 East I.M., thence running due South parallel to the East line of the said NE $\frac{1}{4}$ of NE $\frac{1}{4}$ a distance of 260 feet; thence running West a distance of 945 feet; thence running North a distance of 260 feet to the North line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence running East to the point of beginning, all in the County of Pawnee, State of Oklahoma.

All of the above mentioned interests to be divided between grantees as follows:

Bessie M. Johnson	22533/73820
Mildred M. Adams	22281/73820
Patience M. McNulty	20261/73820
Dale Archer McNulty	1760/73820
Eugene C. Mullendore	6985/73820

DATED This 25 day of July, 1957.

Ray A. Sawyer
DISTRICT JUDGE.

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

CULVER NeSMITH,

Complainant,

vs.

GLEASON ROMANS, d/b/a
GLEASON ROMANS PIPE LINE PATROL,
and AVIATION, INC.,

Defendants.

No. 3937 CIVIL

FILED

FEB 25 1957

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

J U D G M E N T

This cause came on to be heard on the 7th day of January, 1957, and was argued by counsel, and, thereupon, upon consideration thereof, it was

ORDERED, ADJUDGED AND DECREED that Complainant recover of defendant, Aviation, Inc., the sum of \$1,811.18 with interest at the rate of six percent (6%) per annum from the 21st day of February, 1957, and that he recover of the defendant, Aviation, Inc., the sum of \$500.00 as attorneys fee for the benefit of his attorneys, Carl Bagwell and Harold Morgan, of the firm of Kerr, Conn & Davis, Oklahoma City, Oklahoma, and for costs of action.

W. Royce H. Savage

Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Beatrice Foods Company and
Garnation Company of Oklahoma,

Plaintiffs,

vs.

Civil No. 3995

Eara T. Benson
Secretary of Agriculture,

Defendant.

FILED

FEB 25 1957

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

J U D G M E N T

This cause having come on for hearing before the Court on this 13th day of February 1957, and the plaintiffs having appeared by their attorney, Roy L. Sullivan, and the defendant having appeared by E. Hayden Crawford, United States Attorney for the Northern District of Oklahoma, and the Pure Milk Producers Association of Eastern Oklahoma having appeared by its attorney, Jack N. Hays, for the limited purposes of filing briefs and presenting oral argument, and the Court having reviewed the record herein, being the record and ruling duly certified to this Court by the Secretary of Agriculture, and the respective parties having heretofore filed their briefs and oral argument having been heard by the Court, and the Court being fully advised in the premises,

IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. The ruling of the Judicial Officer of the United States Department of Agriculture of the United States, which ruling is the subject of this review action, is supported by substantial evidence, and is in accordance with law.

2. Judgment is hereby entered for the defendant, and the complaint should be and is hereby dismissed. Dated this 25th day of February 1957.

Boone H. Savage
United States District Judge

APPROVED AS TO FORM:

Roy L. Sullivan
Roy L. Sullivan, Attorney for Plaintiffs

Jack N. Hays
Jack N. Hays, Attorney for Pure Milk
Producers Association of Eastern Oklahoma

E. Hayden Crawford
United States Attorney

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

Truman Brown, by and through his
next friend, Ray Brown,
Plaintiff

-vs-

St. Louis-San Francisco (Frisco)
Railway Company, a corporation,
Defendant

No. 4031

FILED

FEB 26 1957

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

ORDER OF DISMISSAL

Upon defendant's Motion to Dismiss under Rule 37 (b)
(2) (iii), the above cause is dismissed with prejudice to the
refiling of the action.

DATED this 20th day of February, 1957.

Raymond H. Sawyer
U. S. District Judge

Form approved:

Jack E. ...
Ben Franklin

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4129

One 1955 Ford Tudor Sedan,
Motor No. U52743956, its
tools and appurtenances,

Respondent,

FILED

FEB 27 1957

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

Richard Calvin Price and
First National Bank,
Ponca City, Oklahoma,

Claimant.

JUDGMENT

On this 27th day of February 1957, pursuant to FINDINGS OF
FACT AND CONCLUSIONS OF LAW, entered herein, IT IS ORDERED, ADJUDGED, AND
DECREED that judgment of forfeiture be and is hereby entered on behalf of
the United States of America against respondent, 1955 Ford Tudor Sedan,
Motor No. U52743956, and impersonas as against the claimants, Richard
Calvin Price and First National Bank, Ponca City, Oklahoma, divesting them
of all right, title, and interest in the aforescribed automobile, and
placing title and possession of said vehicle in the libelant, United States
of America, and that said 1955 Ford Tudor Sedan is ordered delivered over
to the Regional Commissioner, Internal Revenue Service, Treasury Department,
Dallas, Texas, pursuant to application filed herein under Section 304 of the
Liquor Law Repeal and Enforcement Act (49 Stat. 889; 40 U.S.C. 304a) as amended
by Section 102(a) of the Federal Property and Administrative Services Act of
1949, as amended (63 Stat. 380; 5 U.S.C. 630a).

AND IT IS SO ORDERED.

Royce H. Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 4102

Wilson Cole and
Ramona Espinaco Cole,

Defendants.

FILED

FEB 28 1957

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

J U D G M E N T

On this 28 day of February, 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that on December 9, 1952, for a valuable consideration, and in accordance with the provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the amount of \$908.34 to Wallace Siding & Roofing Company; that the defendants defaulted in the payments on the note, and in accordance with the provisions of the aforementioned Act, the note was assigned thereafter to this plaintiff; that there is now due and owing on the note the sum of \$720.44, with interest thereon at the rate of six per cent (6%) per annum from March 20, 1953, to date of judgment, plus interest at the legal rate thereafter until paid, and for its costs.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Wilson Cole and Ramona Espinazo Cole, for the sum of \$720.44, with interest thereon at the rate of six per cent (6%) per annum from March 20, 1953, to date of judgment, plus interest at the legal rate thereafter until paid, and for its costs.


~~United States District Judge~~

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

R. M. COWEN,

Plaintiff,

-vs-

CHARLES BEETHO and
J. WILLARD EHRNMAN,

Defendants.

No. 4 0 5 4.

FILED

MAR - 5 1957

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

JOURNAL ENTRY OF JUDGMENT

Now on this the 5th day of March, 1957, this matter comes on to be heard, having been regularly set on the pretrial docket herein, and both parties appearing in person and through their respective attorneys, the parties hereto announce in open court that a compromise and settlement had been reached of this matter, and that it has been agreed by and between the parties hereto that plaintiff herein have judgment against the defendant in the sum of \$2,850.00, court costs to be paid by the plaintiff herein; and the court being fully advised in the premises finds that said agreement and compromise has been reached between the parties and that judgment should be entered accordingly.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the plaintiff, R. M. Cowen, have judgment against the defendant herein, Charles Beetho, for the sum of \$2,850.00, court costs herein to be paid by the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant herein, Willard J. Ehrnman, be denied any relief under his answer filed herein.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the attachment and garnishment heretofore issued be and the same are hereby in all respects approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that said attachment and garnishment be not foreclosed; that upon payment of this judgment and release, and satisfaction thereof, that the said attachment and garnishment be, and they are by this order, discharged and released; that thereupon, the property heretofore attached be discharged from said attachment and the garnishee be discharged; that the said garnishment and attachment, having been heretofore

confirmed, and his surety on the bonds heretofore filed in this cause, be
and the same hereby are discharged and exonerated.

W. B. Wallace
Judge.

OK

R. M. Cowen
Plaintiff

Ungerman, Whitebook

Gabel & Ungerman

By C. A. Whitebook

J. Willard Ekman
Def't & atty for def't
Charles Beetho

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

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

Plaintiff,

vs.

G. O. Glandon,

Defendant.

No. 4025-Civil

FILED

MAR 13 1957

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

ORDER OF DISMISSAL

NOW, on this 13 day of March, 1957, comes on for hearing the stipulation and dismissal of plaintiff and defendant hereto in the above entitled cause. The Court finds that said cause has been settled and that defendant has this date paid to the plaintiff Forty-three and 65/100 (\$43.65) Dollars in full settlement, release and satisfaction of plaintiff's cause of action set forth in the complaint herein, and that said plaintiff has accepted said sum in full satisfaction, release and discharge of its cause of action and claim against the defendant, and the Court, after due consideration, finds that said dismissal should be approved.

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

APPROVED AS TO FORM:

15/ Royce H. Savage
JUDGE

RAINEY, FLYNN & ANDERSON

By B. Andrew Latta
Attorneys for Plaintiff

DOERNER, RINEHART & STUART

By Richard M. Saunders
Attorneys for Defendant

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

JAMES F. MITCHELL, SECRETARY OF
LABOR, UNITED STATES DEPARTMENT
OF LABOR,

Plaintiff

v.

KENNETH C. RUSYON, doing business
as RUSYON WELLS SERVICES,

Defendant

CIVIL ACTION

File No. 4000

FILED

MAR 13 1957

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

ORDER OF DISMISSAL

The parties in the above styled and numbered cause have stipulated
as follows:

I.

The defendant will not, contrary to Section 7 of the Act, employ
any of his employees in the production of goods for interstate commerce, as
that term is defined by the Act, for workweeks longer than 40 hours unless
the employee receives compensation for his employment in excess of 40 hours
at a rate not less than one and one-half times the regular rate at which he
is employed.

II.

The defendant will not, contrary to Section 11(e) of the Act, fail
to make, keep and preserve adequate and accurate records of his employees and
the wages, hours and other conditions and practices of employment maintained
by him as prescribed by the Regulations promulgated by the Administrator of
the Wage and Hour Division of the United States Department of Labor.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the above
styled and numbered cause be, and the same is, hereby dismissed without
prejudice, and without cost to either party.

Dated this 13 day of March, 1957.

W. Raymond Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

vs.

Libelant,

Civil No. 4133

Six (6) Cases, Each Containing
24 Packages American Beauty
Elbow Spaghetti, Labeled in Part
"American Beauty...Elbow Spaghetti..
Full Pound...",

Claimant.

FILED

MAR 13 1957

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

DECREE OF CONDEMNATION

On February 11, 1957, an amended libel of information was filed on behalf of the United States of America against the above-described articles. The amended libel alleged that the articles proceeded against are foods which were introduced into interstate commerce in violation of the Federal Food, Drug, and Cosmetic Act and adulterated when introduced into and while in interstate commerce within the meaning of 21 U.S.C. 342(a)(3), in that they consisted wholly or in part of a filthy substance by reason of the presence therein of insects and insect parts.

It appearing that process was duly issued herein and returned according to law; that notice of the seizure of the above-described articles was given according to law; and that no persons have appeared or interposed a claim before the return day named in said process;

NOW, THEREFORE, on motion of B. Hayden Crawford, United States Attorney, and John Marley, Assistant U. S. Attorney, for the Northern District of Oklahoma, it is ORDERED, ADJUDGED, AND DECREED that the defaults of all persons be and the same are entered herein; and

The Court being fully advised in the premises, it is on like motion further ORDERED, ADJUDGED, AND DECREED that the six (6) cases, each containing 24 packages American Beauty Elbow Spaghetti, labeled in part "American Beauty.. Elbow Spaghetti...Full Pound....", so seized are adulterated within the meaning of said Act, 21 U.S.C. 342(a)(3), in that they consist wholly, or in part, of a filthy substance by reason of the presence therein of insects, and are

condemned as forfeited to the United States, and the United States Marshal in and for the Northern District of Oklahoma do forthwith destroy the same and make return of his action to this Court.

Dated this 13th day of March 1957.

15/ Royce H. Savage
United States District Judge