

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

LUN-DOW COMPANY,
a corporation,

Plaintiff,

vs.

WILLIAM Z. NATHAN,

Defendant.

No. 4212 - Civil

FILED

JUL -1 1957

O R D E R

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

NOW, on this 1st day of July, 1957, there came on for hearing pursuant to regular assignment the oral application of the receiver and plaintiff's counsel for discharge of the receiver and discharge of the surety bond heretofore executed in said cause. Plaintiff appeared by and through its attorney, Alfred B. Knight, and defendant appeared by and through his attorney, Jack Langford. After oral argument and the Court being fully advised in the premises, the Court specifically finds that B. W. Taylor, receiver, has heretofore made, executed and delivered a certified check in the sum of Twelve Thousand Three Hundred Twenty-Five and no/100 Dollars (\$12,325.00) to the defendant and his attorney, Jack Langford.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said receiver be absolutely discharged of and from any further liability or responsibility in said cause and that the said bond in the sum of Fifteen Thousand Dollars (\$15,000.00) be released, discharged and nullified and that the National Surety Corporation, surety thereon, have no further or other obligation in said cause.

19 Royce H. Savage
JUDGE UNITED STATES DISTRICT COURT

19 Alfred B. Knight
Attorney for Plaintiff

19 Jack Langford
Attorney for Defendant

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

FRED ROCK, et al

Plaintiffs,

vs.

DAVE RUBIN, et al,

Defendants.

No. 3938 Civil

FILED

JUL -3 1957

ORDER

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

On this 2nd day of July, 1957, it appearing to the Court upon oral motion of plaintiffs and defendants that the matters in controversy in this case have been compromised and settled and that said case should be dismissed.

IT IS THEREFORE ORDERED that the petition of plaintiffs and the answer and cross-petition of the defendants be and they are hereby dismissed.

W. B. Wallace
District Judge

APPROVED:

Milton Gray
Attorney for Plaintiffs

James R. Egleston
Attorney for Defendants.

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

JAMES T. MICHEL,

Plaintiff

v.

THE AETNA CASUALTY AND SURETY
COMPANY and THE AUTOMOBILE
INSURANCE COMPANY, et al

Defendants

No. 4161 Civil

FILED

JUL - 5 1957

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

JOURNAL ENTRY OF JUDGMENT

THIS MATTER came on for hearing on the 4th day of May, 1957, on the Motion of the Great American Insurance Company of New York to Dismiss, and the Plaintiff's Motion for Summary Judgment in it's favor and against the defendants, Aetna Casualty and Surety Company and The Automobile Insurance Company. On that date, the Court having been informed that there was no controversy between the plaintiff and the defendant, Great American Insurance Company of New York, for that the defendant, Great American Insurance Company, accepted coverage of the 1955 Pontiac Station Wagon and assumed liability therefor.

The Court, therefore, found that the Motion to Dismiss should be sustained and it is sustained.

On said date, the cause was argued on the Motion for Summary Judgment and the Court, having heard the argument, granted the parties leave to brief the questions involved. Briefs were submitted, and the cause taken under advisement.

And the Court, having read and considered the briefs, and having considered the Motion for Summary Judgment, together with the Stipulation of Facts filed by the plaintiff and the defendants, Aetna Casualty and Surety Company and The Automobile Insurance Company, sets this matter for decision on the 20th day of June, 1957.

NOW, ON THIS the 20th day of June, 1957, the Court makes his Findings of Fact and Conclusions of Law and directs that the Findings of Fact and Conclusions of Law be filed with this Court and become a part of this cause, and renders judgment in this cause in favor of Aetna

Casualty and Surety Company and The Automobile Insurance Company,
and against the plaintiff.

BE IT, THEREFORE, ORDERED, ADJUDGED AND
DECREED that the Motion of the defendant, Great American Insurance
Company of New York, be, and the same is, hereby sustained, and this
cause dismissed as to the defendant, Great American Insurance Company
of New York.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED
that the defendants, Aetna Casualty and Surety Company and The Automobile
Insurance Company have judgment against the plaintiff, and that it be and
is hereby declared that the policy of insurance issued by the defendants,
Aetna Casualty and Surety Company and The Automobile Insurance Company
to the plaintiff in this cause does not extend to and does not afford coverage
of the 1955 Pontiac Station Wagon, and that said defendants have judgment
against this plaintiff and the costs are assessed against the plaintiff.

DONE AND DATED this 20th day of June, 1957.



Judge

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

MOLLIE GIBBS, nee Grayson,

Plaintiff,

vs.

HUGH H. HASTON, one and the same
as H. H. Haston, et al.,

Defendants,

EVELYN SEBER, also known as
Osharcha John, and LESLIE SEBER,

Intervenors,

FILED

JUL 12 1957

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

No. 4000 - Civil

JOURNAL ENTRY OF JUDGMENT

In accordance with the Findings of Fact and Conclusions of Law entered and filed herein by the Court, judgment is herewith entered in this cause in favor of the Defendants, and each of them, and against the Plaintiff and Intervenors,

Dated this 12 day of July, 1957.

Royce H. Savage
United States District Judge

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

O. H. ARNING and LUCY ARNING,
husband and wife,
PAUL ARNING and MARIE ARNING,
husband and wife,

Plaintiffs,

-vs-

No. Civil - 4172

CEDAR CREEK OIL AND GAS COMPANY,
a corporation,

Defendant.

FILED

JUL 15 1957

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

J U D G M E N T

THE ABOVE ENTITLED CAUSE coming on for trial and plaintiffs being represented by their attorney, CHARLES R. NENBITT, and defendant being represented by its attorney, SAMUEL A. BOORSTIN, and both sides having consented that the Court may proceed to the determination of this cause, and the Court being fully advised in the premises, and having heard the statements of attorneys for plaintiff and defendant, and upon consideration thereof, FINDS:

(1) THAT THE PLAINTIFFS are the owners of the oil, gas and other minerals, and surface rights in and to the tract of land described in plaintiff's Complaint as:

E/2 SE/4, and E/2 NW/4 SE/4 Sec. 12,
Township 24 North, Range 16 East,
Rogers County, Oklahoma, containing
100 acres, more or less.

(2) THE COURT FURTHER FINDS that the plaintiffs did execute an oil and gas lease to the defendant, as alleged in plaintiff's Complaint, on October 31, 1949, recorded in Book 212 at Page 155 of the records of Rogers County, Oklahoma, a copy of which is attached to plaintiff's Complaint as Exhibit "A".

(3) THE COURT FURTHER FINDS that on January 13, 1956 plaintiffs entered into a Contract with the defendant, which was filed for record in

1 Book 232 at Page 590 in the records of Rogers County, Oklahoma, a copy of
2 said Contract is attached to plaintiffs Complaint as Exhibit "B".

3 (4) THE COURT FURTHER FINDS that in said Contract of January 13,
4 1956, plaintiffs' Exhibit "B", that Paragraph 3 thereof reads as follows:

5 "IT IS FURTHER UNDERSTOOD AND AGREED that all oil and gas
6 equipment which was on the premises or in the walls on
7 the premises on October 21st, 1949, the date of said
8 original lease, shall be and remain the property of the
9 first parties, and an inventory thereof shall be made
10 by the parties hereto and each of the parties hereto
11 shall have a copy thereof, and that the second party
12 shall have the right to use and utilize said property
13 and equipment on said lease until said lease is terminated,
14 surrendered or released and that all property or equip-
15 ment subsequently placed on the premises by the second party
16 shall be and remain the property of the second party, and
17 that when the lease on said premises is terminated, the
18 property belonging to the first parties shall be returned
19 to them and the property belonging to the second party
20 shall be removed from the premises and property within
21 60 days after the expiration of said lease."

22 (5) THE COURT FURTHER FINDS that the said oil and gas lease,
23 plaintiffs Exhibit "A", should be cancelled and terminated.

24 (6) THE COURT FURTHER FINDS, as contemplated in Paragraph 3 of
25 plaintiffs' Exhibit "B", that the oil and gas equipment which was on the
26 premises or in the walls on October 31, 1949 is and shall remain the pro-
27 perty of the plaintiffs, but that any and all property or equipment placed
28 on said leased premises subsequent to October 31, 1949 by the defendant is
29 and shall be the property of the said defendant, and said defendant shall
30 have the right to remove any and all such property or equipment placed on
31 said lease or used in connection therewith and same remains the property of
32 the defendant, and that the defendant shall have the right to remove same
33 from said leased premises any time within four (4) months from this date.

34 (7) THE COURT FURTHER FINDS that the plaintiffs are entitled to
a judgment quieting the title to said land and the lease hold rights
thereon as against any claim of the defendant arising out of said Exhibit
"A" and Exhibit "B" except as to the right of the defendant to remove said
property belonging to him within four (4) months from this date, as referred
to in Paragraph of plaintiffs' Exhibit "B".

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that
the plaintiffs be, and they are declared to be the owners of the oil, gas
and other minerals covering the land above described, and are likewise

1 the owners of the property and the oil and gas equipment that was on said
2 premises prior to the giving of said lease on October 31, 1949, plaintiffs'
3 Exhibit "A", and that defendant shall have no right, title or interest in
4 said lease or in said equipment used in connection with said lease that
5 was on said premises prior to said date. That said lease of October 31,
6 1949 is hereby terminated and cancelled as well as the rights under said
7 Contract of January 13, 1956, which is also terminated and cancelled;
8 PROVIDED, HOWEVER, that the said defendant shall have the right, within
9 four (4) months from this date, to remove any and all personal property
10 placed on said leased premises by the defendant subsequent to October 31,
11 1949 that was placed thereon in connection with said oil and gas mining
12 lease which was used in connection therewith and said defendant shall have
13 the right of access to said premises for the purpose of removing any and
14 all property, material or equipment on said land, within four (4) months
15 from this date, which was so placed by the defendant on said leased
16 premises after October 31, 1949.

17 IT IS FURTHER ORDERED AND ADJUDGED that the title of the plaintiffs
18 is quieted in them to the above described land as against any claim of the
19 defendant or any person claiming under the defendant, arising out of said
20 oil and gas lease, plaintiffs' Exhibit "A" and said Contract, plaintiffs'
21 Exhibit "B".

22 IT IS FURTHER ORDERED that the costs of this suit be adjudged
23 against the defendant.

24 DATED THIS 15th day of July, 1957.

25
26 Royce H. Inge
27 U. S. District Judge

28 O.K.

29
30 Charles R. Nesbit
Attorney for Plaintiffs.

31
32 Samuel A. Boorstin
Attorney for Defendant.
33
34

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

DEAN LANDES,

Plaintiff,

vs.

No. 4083 Civil

GEORGE A. ANGLE, d/b/a Frontier
Oil Company, et al.,

Defendants.

FILED

JUL 16 1957

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

J U D G M E N T

Based on the Findings of Fact and Conclusions of Law made and entered on this day, the Clerk is directed to enter the following judgment in this cause:

The Plaintiff shall have judgment against the Defendant, George A. Angle, d/b/a Frontier Oil Company, in the sum of \$3,000.00 and costs.

The Plaintiff is denied any recovery against the Defendants Thom Cooper, Milton McGreevy, Jack Cooper, Jr., R. E. Cooper, Jr., J-T Transport Company, Inc., and Reiter-Foster Oil Corporation.

The Defendant, Reiter-Foster Oil Corporation, is discharged as garnishee and all funds of the Defendants, George A. Angle, d/b/a Frontier Oil Company, Thom Cooper, Milton McGreevy, Jack Cooper, Jr., R. E. Cooper, Jr., and J-T Transport Company, Inc., held by said garnishee are hereby released to said parties.

Dated this 15th day of July, 1957.

Royce H. Savage
District Judge

APPROVED:

Mar. G. Cohen
Attorney for Plaintiff

Paulon Bonds
Attorney for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 4217

C. L. Doughty,

Defendant.

FILED

JUL 16 1957

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

J U D G M E N T

On this 15th day of July 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First 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 on October 29, 1953, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendant did execute his written promissory note in the sum of \$761.10 to Republic Mortgage Company, Inc., Fort Smith, Arkansas; that defendant 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 \$314.06, principal, with interest thereon at the rate of six per cent (6%) per annum from March 15, 1955.

The Court further finds that the plaintiff has filed herein an affidavit stating that the defendant is neither in the military or naval 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 defendant, C. L. Doughty, for the sum of \$314.06, with interest thereon at the rate of six per cent (6%) per annum from March 15, 1955, until paid in full, and for its costs.

Royal H. Savage
United States District Judge

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

MYRTLE CLARK STEPHENS,
Plaintiff,
-vs-
MAX PERSHING ROGERS,
Defendant.

§
§
§
§
§
§
§

NO. 4062

FILED

JUL 18 1957

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

JOURNAL ENTRY OF JUDGMENT

Now on this 21st day of June, 1957, this cause, having been regularly assigned for disposition comes on to be heard in its regular; plaintiff appears by her attorneys, Shidler & Threadgill, by Joe N. Shidler; and the defendant, although three times called in open Court comes now but makes default.

The Court finds that the defendant has been duly served with summons herein more than twenty days prior to this date and has failed to answer or otherwise plead herein and is in default.

IT IS THEREFORE, ORDERED, that the said defendant, Max Pershing Rogers, is hereby adjudged to be in default, and that the allegations of plaintiff's petition be taken as true as confessed as against him.

Thereupon, this cause coming on for trial, trial by jury is waived in open Court, and the Court, having heard all the evidence of written and sworn interrogatories filed herein and being fully advised in the premises, and on consideration thereof finds that the allegations of plaintiff's petition are true as therein set forth. That the defendant, Max Pershing Rogers, drove and operated a motor vehicle on the streets of the City of Tulsa, Oklahoma in a negligent and careless manner and ran into and upon the rear of plaintiff's vehicle causing damage to plaintiff's property and person. That plaintiff is entitled to recover judgment against defendant in the amount of \$3279.58.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, by the Court that the plaintiff have and recover judgment against the defendant in the amount of \$3279.58.

Raye H. Savage
JUDGE

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

UNITED SUPPLY AND MANUFACTURING
COMPANY, a Corporation,

Plaintiff,

vs.

OWEN DRILLING COMPANY, a
Corporation,

Defendant

No. 4206 Civil

FILED

JUL 18 1957

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

ORDER AUTHORIZING INCURRENCE OF INDEBTEDNESS
AND OPERATION OF THE BUSINESS

Now on this 18th day of July, 1957, there came on for hearing before the undersigned United States District Judge the verified Application filed herein by John A. Hendershot, Jr., the duly qualified and acting Receiver herein, requesting authority to operate the business of the defendant corporation as a going business and further requesting authority to make certain loans from The First National Bank and Trust Company of Tulsa, Oklahoma, in connection with borrowing of funds upon invoices in favor of the defendant corporation and as against various persons, firms and corporations against whom defendant corporation has valid claims for work and labor performed and the Court having considered the same finds that it is to the best interest of the receivership and of the creditors that the business be continued to be operated and the Receiver be authorized to borrow the funds as requested in said application.

IT IS THEREFORE ORDERED BY THIS COURT that John A. Hendershot, Jr., Receiver for the Owen Drilling Company, a Corporation, herein, be and he is hereby ordered, authorized

and directed to continue the operation of the Owen Drilling Company, a corporation, as a going business and to pay all of the current operating expenses of the said business, including, but not limited to, the payrolls and for the necessary insurance coverage out of the operating funds belonging to this receivership.

IT IS FURTHER ORDERED by this Court that the said John A. Hendershot, Jr., Receiver herein, be and he is hereby authorized and directed to incur such indebtedness as such Receiver and on behalf of said receivership, and in such amounts as he deems it necessary to do so in the following manner, to-wit: Said Receiver is authorized and directed to borrow upon invoices of the Owen Drilling Company, a corporation, showing completed work and labor performed in an amount up to 90% of the total of the same and upon such terms and conditions as the Receiver and the said First National Bank and Trust Company, of Tulsa, Oklahoma, may agree upon but at a rate of interest not to exceed 6% per annum and that said Receiver be and he is directed to issue Receiver's certificates therefor as necessary in order to obtain said funds, and that said Receiver's certificates shall be and shall constitute a first and prior lien, superior to all rights, title and interest and claims of all parties and creditors of this concern in and to the accounts receivable so pledged and that Receiver be and he is further authorized and directed to assign said particular invoice so pledged as security for the payment of the said respective amounts.



United States District Judge

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

UNITED SUPPLY AND MANUFACTURING
COMPANY, a Corporation,

Plaintiff,

vs.

No. 4206 Civil

OWEN DRILLING COMPANY, a
corporation,

Defendant

FILED

JUL 18 1957

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

ORDER AUTHORIZING RECEIVER TO PLEDGE AND

ASSIGN A CERTAIN ACCOUNT RECEIVABLE

On this 18th day of July, 1957, on verified Application of JOHN A. HENDERSHOT, JR., Receiver herein, and for cause shown, and pursuant to the Order of this Court dated 18th July, 1957, authorizing the Receiver to borrow monies from The First National Bank and Trust Company, of Tulsa, Oklahoma, and to assign and pledge accounts receivable as security for the payment thereof:

IT IS BY THE COURT ORDERED that JOHN A. HENDERSHOT, JR., Receiver, be and he is hereby authorized to pledge and assign, as collateral for the repayment for monies borrowed, to The First National Bank and Trust Company of Tulsa, Oklahoma, the following account receivable of Owen Drilling Company, a corporation, to-wit:

Russell Cobb, Jr., Inc. -

Simon B #1

\$11,953.63

IT IS FURTHER ORDERED AND DECREED that the said JOHN A. HENDERSHOT, JR., Receiver, shall, from the proceeds of said loan, pay all bills for labor and material incurred in drilling

the well on account of which the said account receivable is due, and that he obtain lien waivers from all laborers and materialmen so paid.

IT IS FURTHER ORDERED that The First National Bank and Trust Company of Tulsa, upon taking a Receiver's Certificate for the amount loaned and an assignment of such account receivable as security therefor, shall have a first and prior lien on said account receivable, superior to all rights, title and interest and claims of all parties and creditors of this concern in and to the account receivable so assigned.

Royce H. George
United States District Judge

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

JUL 25 1957

MARY DEAN DANIEL,

Plaintiff,

-vs-

R. T. DANIEL, JR., Et Al,

Defendants.

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

Case No. 4 2 3 1

Civil Action

ORDER REMANDING SUIT TO STATE COURT

The motion of plaintiff, Mary Dean Daniel, to remand this suit to the District Court of Tulsa County, Oklahoma, came on for hearing on the 12th day of July, 1957, pursuant to regular setting, and the Court having heard argument of counsel and being fully advised, did permit the attorney for defendant, R.T. Daniel, Jr., ten (10) days in which to submit a brief in support of his contentions, and upon the expiration of said ten days, the defendant, through his attorney, Paul Pinson, declined to submit a brief and consented the Court to remand said matter, and the Court having given due consideration thereto and on premises being considered, finds that the motion to remand should be sustained.

IT IS THEREFORE ORDERED by the Court that the motion of the plaintiff to remand this case to the District Court of Tulsa County, Oklahoma, be, and the same is hereby granted, and this cause be, and the same is hereby remanded to the District Court of Tulsa County, Oklahoma, for further proceeding.

Done in open Court this 24th day of July, 1957.

W. R. Trullow

JUDGE OF THE UNITED STATES DISTRICT COURT

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4296

One 1957 Mercury Phantom Coupe,
Motor No. 57EL33311M, its tools
and appurtenances; one 1950
Chevrolet one-ton truck, Motor
No. 48E4643070, its tools and
appurtenances; and one one-half
horse power electric pump,
Model No. C12371437,

Respondents,

Horace F. Tate and American
Exchange Bank, Collinsville,
Oklahoma,

Claimants.

FILED

JUL 29 1957

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

J U D G M E N T

On this 29th day of July 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 respondents, one 1957
Mercury Phantom Coupe, Motor No. 57EL33311M, one 1950 Chevrolet one-ton
truck, and one one-half horse power electric pump, and in personam as
against the claimants, Horace F. Tate and American Exchange Bank, Collinsville,
Oklahoma, divesting them of all right, title, and interest in the aforesaid
described property and placing title and possession therein in the libelant,
United States of America, and that the said 1957 Mercury Phantom Coupe is
ordered to be delivered to the Regional Commissioner, Internal Revenue
Service, Treasury Department, Dallas, Texas, pursuant to application filed
herein under Section 304 of the Liquor Law Repeal and Enforcement Act (49
Stat. 880; 40 U.S.C. 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.

Rayce H. Swase
United States District Judge

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

HENMAN KAISER and KATE KAISER,
Plaintiffs,

vs

THE UNITED STATES OF AMERICA,
Defendant.

No. 4113 Civil ✓

FILED

AUG -2 1957 *JH*

DISMISSAL

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

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

DATED this 2nd day of ^{August} ~~May~~, 1957.

(s) Royce H. Savase
United States District Judge

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

J. R. WATT and WILLIAM HAAS,
co-partners, doing business
as TULSA IRON & METAL COMPANY,

Plaintiffs,

vs.

HEAT & POWER COMPANY, INC., a
corporation, and TIDEWATER OIL
COMPANY, a corporation,

Defendants.

NO. 4044 Civil

FILED

AUG - 5 1957

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

ORDER

NOW, on this 5th day of August, 1957, pursuant to the
written stipulation of the parties to this cause, and each of them,
filed herein, it is hereby ordered that the above entitled cause be,
and the same is hereby dismissed, with prejudice, and that the costs
of this action are taxed against the plaintiffs.

Russell H. Savage
Judge

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

PAUL D. SCHELLHORN,

Plaintiff,

vs.

SANTA FE TRAIL TRANSPORTATION
COMPANY, a corporation,
and JOHN DOE, whose true name
is unknown,

Defendants.

Civil No. 4166

FILED

AUG - 7 1957

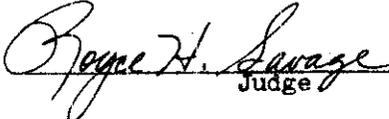
ORDER REMANDING

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

The motion of plaintiff to remand this suit to the District Court of Tulsa County, Oklahoma, coming on for hearing on the 17th day of July, 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 Tulsa County, Oklahoma, be and the same is hereby sustained, and said cause be and it is hereby remanded to the District Court of Tulsa County, Oklahoma, for further proceedings.

Dated at Tulsa, Oklahoma, this 7th day of August, 1957.


Judge

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

... Plaintiff,

... Defendant

No. 288 Civil

FILED

AUG - 8 1957

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

JUDGMENT

On the 7th day of August, 1957, the respective parties
appeared in person at the court and having submitted their evidence,
the court has rendered its judgment in favor of the plaintiff
and against the defendant in the sum of \$100,000.00 (one hundred
thousand dollars) with interest thereon from date of judgment
to date of payment.

W. B. ...

W. B. ...

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

Farmers Insurance Exchange, by and
through Farmers Underwriters Association,
Attorney in Fact, organized under the
laws of Nevada,

Plaintiff,

vs.

Lena Vera Underwood, W. C. Underwood,
Ora Lee Jackson, Laura E. Jackson,
H. A. Steward, Administrator of the
Estate of Ida Pearl Steward, Deceased,
H. A. Steward, individually, and
Avalon Smith,

Defendants.)

No. 4239

FILED

AUG 13 1957

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

ORDER OF DISMISSAL

The above matter coming on to be heard this
13th day of Aug., 1957, upon the motion of the
plaintiff to dismiss the above styled action without prejudice,
the court being fully advised in the premises, finds that said
action should be dismissed without prejudice.

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

Royce H. Savage
UNITED STATES DISTRICT JUDGE

WL:lr
7/30/57

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

GIBBS-COOK EQUIPMENT COMPANY,)
a Corporation,)
)
Plaintiff,)
)
-vs-)
)
G. G. GRIFFIS, INC., a Corporation,)
)
Defendant.)

No. 4208 Civil

FILED

AUG 22 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, G. G. Griffis, Inc., a corporation, having been regularly served with Summons and Complaint, and having failed to plead or otherwise defend herein, the legal time for pleading or otherwise defending having expired, and default of said defendant having in the premises been duly entered according to law, a judgment is hereby entered as against the said defendant, G. G. Griffis, Inc., a corporation, 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 said plaintiff have and recover of the said defendant, G. G. Griffis, Inc., a corporation, the sum of \$5,814.95, together with interest thereon at the rate of 6 percent per annum from this date, the 2nd day of August, 1957, until paid, together with said plaintiff's costs and disbursements incurred in this action, and that the plaintiff have execution therefor.

Judgment rendered this 2nd day of August, 1957.

NOBLE C. HOOD, Clerk of the United States District Court, Northern District of Oklahoma.

By Bruce B. Ballinger
Deputy Court Clerk

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 4259

One 1956 Dodge Custom Royal 4-door
Sedan, Motor No. D633-1535, its
tools and appurtenances,

Defendant,

FILED

Mabel M. Eubie and Orvie
John Eubie,

AUG 23 1957

Claimants.

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

DEFAULT JUDGMENT

This matter coming on for hearing this 23rd day of August, 1957, upon the oral application of the United States of America, by Assistant United States Attorney John Morley, for a default judgment, and the court being fully advised in the premises finds that valid service of motion was made on all parties claiming an interest in respondent 1956 Dodge automobile, its tools and appurtenances, on July 31, 1957, and that more than the twenty (20) days allowed for parties to answer or otherwise plead have elapsed, and that Mr. Fred Tillman, attorney for claimants, has advised the United States Attorney that claimants do not intend to answer and do not object to default judgment being entered.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the 1956 Dodge Custom Royal 4-door Sedan, Motor No. D633-1535, its tools and appurtenances be, and the same are hereby forfeited, and the claimants Orvie John Eubie and Mabel M. Eubie 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 Regional Commissioner of Internal Revenue, Treasury Department, Dallas, Texas, for official use pursuant to his Application For Delivery Of Seized Property filed in this case on August 21, 1957, and pursuant to Section 304 of the Liquor Law Repeal and Enforcement Act (49 Stat. 580; 40 U.S.C. 304), as amended by Section 108(m) of the Federal Property and Administrative Service Act of 1949, as amended (63 Stat. 380; 5 U.S.C. 63(m) subject to payment of all storage costs and court costs by the Regional Commissioner of Internal Revenue,

Treasury Department, Dallas, Texas, and that possession and title thereto be vested
in the said Regional Commissioner of Internal Revenue.

15/ Royal H. George
~~United States District Judge~~

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

CIVIL NO. 4196

One 1950 Chevrolet one-ton truck,
Motor No. AHB643070, its tools
and appurtenances; and one one-half
horse power electric pump, Model
No. C12117K1637,

Respondents,

Horace F. Tate and American Exchange
Bank, Collinsville, Oklahoma,

Claimants,

FILED

AUG 26 1957

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

ORDER CONFIRMING SALE

NOW, on this 23rd day of August, 1957, there being presented to the court the return of the U. S. Marshal's sale made in the above case, pursuant to judgment heretofore entered, and plaintiff appearing by Hayden Crawford, United States Attorney, and Russell E. Smith, Assistant United States Attorney, for the Northern District of Oklahoma, and no one appearing in opposition thereto, the court finds that the U. S. Marshal for the Northern District of Oklahoma did advertise for sale, according to law, and did sell at public auction, as directed by the judgment of this court, one 1950 Chevrolet one-ton truck, Motor No. AHB643070, and one one half horse power electric pump, Model No. C12117K1637, which property had been seized as the property of Horace F. Tate and American Exchange Bank, Collinsville, Oklahoma, and the automobile was sold at the time specified in said public notice at public auction to Standard Auto Salvage, it being the highest and best bidder therefor, for the sum of \$300.00, and the electric pump was sold in the same manner to Horace F. Tate, R. 1, Collinsville, Oklahoma, he being the highest and best bidder therefor, for the sum of \$23.00, and said sales being valid should be confirmed.

IT IS THEREFORE ORDERED AND DECREED by the court that said sale of said above described automobile and electric pump, to Standard Auto Salvage and Horace F. Tate, respectively, be and the same is hereby confirmed and the title to said automobile vested in Standard Auto Salvage, and the title to said electric pump vested in Horace F. Tate, and the United States Marshal disburse

the proceeds of said sale:

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

151 Royce H. Savage

U. S. DISTRICT JUDGE

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

Crown Drug Company and
Liberty Mutual Insurance
Company,

)
)
)
)
Plaintiffs,)

-vs-

Guarantee Insurance Company,

)
)
)
)
Defendant.)

No. 4164 Civil

FILED

SEP -3 1957

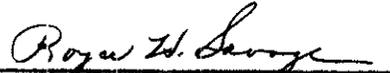
JUDGMENT

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

This cause coming on for trial, come the parties to this suit by their attorneys respectively, and thereupon this cause is submitted to the court on the agreement of the parties and upon their stipulation of fact. And the court now here after having considered the evidence and the briefs of the parties and being fully advised in the premises and having made its findings of fact and conclusions of law, finds for the defendant upon the plaintiffs' first and second causes of action and finds for the plaintiff upon the defendant's cross-action.

THEREFORE, it is considered by the court that the defendant do have judgment in its favor upon the first and second causes of action of the plaintiffs and that the plaintiffs have judgment in its favor upon the cross-action of the defendant.

Enter.


United States District Judge

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

FRANK GRIGGS,

Plaintiff,

vs.

HEAT AND POWER CO., INC.,
a corporation, and AARON
SIEGLE,

Defendants.

NO. 4198

FILED

SEP - 3 1957

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

JUDGMENT

This cause having heretofore, on June 24, 1957, come on for hearing upon the joint and several motion of the defendants to dismiss, whereupon the plaintiff appeared by his attorney, Moraul Bosonetto, and the defendants appeared by their attorneys, W. C. Henneberry and R. H. Wills, Sr., and at the conclusion of said hearing the plaintiff requested and was granted leave to file an amended petition or complaint and a brief in support thereof within ten days, which time was thereafter, on July 3, 1957, extended another ten days; and

NOW, on this 3rd day of ~~August~~ September 1957, the plaintiff having failed to file any amendment to his petition or any amended petition or complaint or any brief whatsoever, and the Court having been advised by the plaintiff's aforesaid attorney that she had been unable to find any authority for denying and overruling the defendants' aforesaid motion, and that the plaintiff did not now desire to file any amendment to his petition or an amended petition or complaint or any brief, and the Court, being fully advised in the premises, finds that the plaintiff's petition herein wholly fails to state a claim

upon which relief can be granted, in that the alleged contract upon which plaintiff's action is predicated was and is within the Statute of Frauds and same, or any part thereof, was not in writing, and in that the defendants, according to the allegations of the plaintiff's petition or complaint, made and entered into said alleged contract to and with the knowledge of the plaintiff, only as agents of Tidewater Oil Company, a corporation, and not as principals;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the aforesaid motion of the defendants to dismiss be, and the same is hereby sustained and granted, and that the plaintiff's petition herein, and this cause, and each of same, be and the same are hereby dismissed, with prejudice, and without leave to file an amendment to said petition or an amended petition or complaint, and that the costs of this action be and the same hereby are taxed against the plaintiff.


Judge

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

Hollum B. Shadid,
Plaintiff
v.
Charles Ray Whitaker,
Defendant.

Civil Action No. 4012 ✓

FILED

SEP - 4 1957

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

JUDGMENT

This cause having come on for trial at Tulsa, Oklahoma, upon the issues joined by the complaint, answer, counterclaim, and reply, and having been tried on January 21 and January 22, 1957, the parties having been represented by counsel and having been fully heard, and briefs and proposed findings of fact and conclusions of law having been filed by the parties, and the Court's findings of fact and conclusions of law having been filed on August 15, 1957, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. United States Patent No. 2,752,629, dated July 3, 1956, granted to plaintiff, Hollum B. Shadid, has not been infringed by the defendant Charles Ray Whitaker.

2. United States Patent No. 2,752,629, dated July 3, 1956, granted to plaintiff, Hollum B. Shadid, is invalid and void for lack of invention or discovery; because of anticipation by, or lack of invention over, the prior patent art; and because the alleged invention thereof is disclosed in prior printed publications, and because of prior public use and sale.

3. The complaint and the counterclaim for unfair competition shall be and are hereby dismissed upon the merits with taxable costs awarded to defendant.


W. R. Wallace
United States District Judge

Dated: August 31st, 1957

Approved as to Form:


C. Willard Hayes,
of Cushman, Darby & Cushman
American Security Building
Washington 5, D. C.
Attorney for Defendant


Robert F. Davis
of Stevens, Davis, Miller & Mosher
325 Munsey Building
Washington 4, D. C.


307 Pythian Bldg. S.W.

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

FILED

SEP -4 1957

JULIAN C. CLOPTON, Guardian of the
Person and Estate of JO ANN BROYLES,
a Minor,
Plaintiff,

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

vs.

Civil No. 4230

WELDON WILLIAMSON, Defendant.

ORDER REMANDING

The motion of plaintiff to remand this suit to the Superior Court of Creek County, Oklahoma, Drumright Division, coming on for hearing on the 9th day of August, 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 Superior Court of Creek County, Oklahoma, Drumright Division, be and the same is hereby sustained, and the cause be and it is hereby remanded to the Superior Court of Creek County, Oklahoma, Drumright Division, for further proceedings.

Dated at Tulsa, Oklahoma this 4th day of September, 1957.

151 Royce H. Savage
Judge.

IEU:lr
8/21/57

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

FILED

WESTERN AUTO SUPPLY COMPANY, a
Missouri Corporation,

Plaintiff,

-vs-

R. B. CONARD,

Defendant.

SEP -9 1957

NOBLE C. HOOD
Clerk, U. S. District Court
Civil No. 4195

ORDER DISMISSING ACTION WITH PREJUDICE

At Tulsa, within the Northern District of Oklahoma,
on this 9th day of ~~August~~ ^{September}, 1957, there having been presented
to the undersigned, United States District Judge, the joint
Motion of the parties hereto requesting a dismissal of this
action with prejudice, and the Court having considered the same,
finds that said Order should issue.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY
THIS COURT that the above styled and numbered action be and the
same is hereby ordered dismissed with prejudice.


United States District Judge

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

E. A. Adriaenssens, . . . Plaintiff,)
vs.) No. 4058 ✓
Allstate Insurance Company, . . . Defendant.)

Marie Epperson, . . . Plaintiff,)
vs.) No. 4059 ✓
Allstate Insurance Company, . . . Defendant.)

FILED

SEP 12 1957

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

JUDGMENT

Now on this the 5th day of July, 1957, this cause comes on to be heard upon its merits. The parties appeared in person and by their respective counsel of record. The court having heard the evidence in these cases, called upon counsel for briefs touching upon the various questions of law presented.

Now on this the 12 day of September, 1957, the parties appeared as before and the court announced that the judgment would be for the defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiffs take nothing and that judgment be for the defendant and for its costs expended.

(s) Royce H. Savage
U. S. District Judge

WL:lr
9/9/57

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

TABLE SUPPLY MEAT COMPANY, LTD.,)
 a partnership composed of)
 LESTER SIMON and ALAN D. SIMON,)
 THE OMAHA NATIONAL BANK, TRUSTEE)
 of the Frederick J. Simon Trust,)
 and THE OMAHA NATIONAL BANK,)
 Trustee of the Stephen H. Simon Trust,)
 Plaintiff,)
 -vs-)
 INDIAN HILLS COUNTRY CLUB, a)
 corporation,)
 Defendant.)

FILED
 SEP 16 1957
 NOBLE C. HOOD
 Clerk, U.S. District Court
 No. 4299

JUDGMENT BY DEFAULT UPON APPLICATION
TO CLERK

Upon application of plaintiff, and examination of the records herein, the defendant, Indian Hills Country Club, a corporation, having been regularly served with summons and Complaint, and having failed to plead or otherwise defend herein, the legal type of pleading or otherwise defending having expired, and the default of said defendant, Indian Hills Country Club, a corporation, in the premises having been duly entered according to law, a judgment is hereby entered as against the defendant, Indian Hills Country Club, a corporation, 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 said plaintiff do have and recover from the said defendant, Indian Hills County Club, a corporation, the sum of \$3, 174.71, together with interest thereon at the rate of 6 percent per annum from date of judgment, together with all the Court costs of this action.

Judgment rendered this 16th day of September, 1957.

NOBLE C. HOOD,
 Clerk of the United States District Court
 Northern District of Oklahoma

By Ben B. Ballinger
 Deputy Court Clerk

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

RUSSELL MAGUIRE,

)
Plaintiff, :

vs.)

No. 4153 Civil

T. C. HUDSON,

)
Defendant. :

FILED

SEP 17 1957

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

ORDER DISMISSING WITH PREJUDICE

This case, having been settled between the parties,
IT IS BY THE COURT on September 17th, 1957 ordered
that same be dismissed with prejudice at the costs of the
plaintiff.

Royce H. Savage
(Royce H. Savage) Judge

APPROVED AS TO FORM AND SUBSTANCE:

McCoy & Craig
(McCoy & Craig)

Attorneys for Plaintiff

Hamilton & Kane
(Hamilton & Kane)

Attorneys for Defendant

FILED

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

SEP 17 1957

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

DOROTHY BOSLER,

Plaintiff,

vs.

CONSOLIDATED CHIMNEY COMPANY,
a corporation, CHICAGO CHIMNEY
COMPANY, a corporation, MARGARETO CASARES,

Defendants

No 4187 Civil

D I S M I S S A L

Upon application of the parties involved, this cause is
dismissed without prejudice as to Defendant Margareto Casares.

Dated this 17th day of September, 1957.

/s/ ROYCE H. SAVAGE
United States District Judge

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

VENTA M. HALL, Individually and as)
natural mother and next friend of)
GARY LEN FOSBERG, a minor,)
)
Plaintiff,)
vs.)
)
VIDEO INDEPENDENT THEATRES, INC.,)
a corporation)
)
Defendant.)

4894 - CIVIL
FILED

SEP 17 1957

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

ORDER OF DISMISSAL WITH PREJUDICE

NOW on this 17th day of September, 1957, application was made by plaintiff and defendant to dismiss the above captioned matter with prejudice. The Court finds that the parties have heretofore entered into a settlement of all issues and have made, executed and delivered appropriate releases. The Court further finds that the settlement is reasonable and proper under the conditions existing.

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

for Royce H. Savage
Judge

APPROVAL BY:

Thomas A. Landrith, Jr.
Plaintiff's attorney

Alfred B. Knight
Defendant's attorney.

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

HALLMAC CONSTRUCTION COMPANY,
a Corporation,

Plaintiff,

vs.

INDIAN HILLS COUNTRY CLUB, a
Corporation, and INDIAN HILLS
COUNTRY CLUB, INC., a Corporation,

Defendants,

CONSTRUCTORS MATERIALS &
EQUIPMENT CO., a Corporation,

Intervenor.

NO. 3908-Civil

FILED

SEP 19 1957

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

ORDER CONFIRMING MARSHAL'S SALE

On this 18th day of September, 1957, there came on for hearing, pursuant to previous assignment, the motion of the plaintiff and intervenor herein to confirm the sale of real property and property rights made by the United States Marshal for the Northern District of Oklahoma on the 6th day of September, 1957, under a special execution and order of sale issued in this cause by the Clerk of the United States District Court for the Northern District of Oklahoma on the 24th day of July, 1957; and the Court having examined the proceedings of the said Marshal under said special execution and order of sale finds that said writ was duly levied upon the following described real property and property rights, to-wit:

The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$); and the West Half of the Southeast Quarter of the Northeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$); and the Southeast Quarter (SE $\frac{1}{4}$) and the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$), EXCEPT that part of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) and the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) described as follows: Beginning at the Northwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence East 660 feet to the Northeast corner, thence South along the East line of said Section 895 feet to a point, thence in a northwesterly direction to the point of beginning; all in Section 36, Township 20 North, Range 14 East, Rogers County, State of Oklahoma; together with a water pipe line and easement rights therefor described as follows: Beginning at a point on the Spavinaw Water Flow Line of the City of Tulsa in the W $\frac{1}{2}$ of Section 7-20N-15E, and extending southwesterly along said Flow Line a distance of approximately 1,500 feet to the County Highway, thence South along said County Highway through Sections 13 and 24-20N-14E, thence across said Highway into Section 30 in a southerly direction along the westerly boundary line of Sections 30 and

31-20N-15E, thence across said County Highway onto the above described lands of the Indian Hills Country Club a distance of approximately 1,500 feet, of the total approximate length of 25,000 feet;

the same not being exempt from levy and sale under execution; that said real property and property rights were duly appraised by three disinterested householders residing within Rogers County, State of Oklahoma, as set forth in the return of said Marshal, the net appraised value thereof being in the amount of \$162,447.44; that said Marshal caused due and legal notice of said sale to be published for more than thirty (30) days prior thereto in the Claremore Progress, a newspaper printed in and of general circulation in Rogers County and within the Northern District of Oklahoma as appears from the printer's affidavit of publication attached to the Marshal's return of sale; and that on the day fixed therein, to-wit, the 6th day of September, 1957, said real property and property rights were sold to Ainslie Perrault, he being the highest and best bidder for the same, for the sum of \$124,000.00 in cash, which sum is more than two-thirds of the net appraised value thereof as appears from the return of said appraisal and return of said sale made by the Marshal heretofore filed in this cause.

The Court further finds that said sale was in all respects made in conformity with law in such cases made and provided, and in accordance with the prior orders of this Court, and no objections having been made thereto, the Court Clerk is accordingly directed to make an entry on the journal of this Court that the Court is satisfied with the legality of said sale.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the sale by said Marshal and all proceedings under the writ of execution heretofore issued herein be and the same are hereby approved and confirmed, and said Marshal is ordered and directed to make and execute to the purchaser at said sale a good and sufficient deed to the above described property and property rights so sold, after affixing thereto and cancelling the required documentary or revenue stamps in the amount of \$126.40, and that the costs thereof be taxed and paid as a part of the costs of said sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that said Marshal pay out of the proceeds of said sale all of the costs thereof, including Marshal's fees, appraisers' fees, publication costs, and court costs paid by the plaintiff in the amount of \$15.00, and also costs advanced by the plaintiff to said Marshal in the sum of \$50.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Marshal pay out of the proceeds of said sale the amount due the plaintiff, Hallmac Construction Company, on its judgment herein, including interest thereon at the rate of six per cent (6%) per annum and attorneys' fees as provided in said judgment, aggregating the sum of \$57,703.00 as of this date, less the sum of \$13,000.00 which shall be held therefrom by the Marshal until the further order of this Court; and that said Marshal further pay out of said sale proceeds in his hands the amount due Constructors Materials & Equipment Co., intervenor herein, on its judgment in this cause, including interest at the rate of six per cent (6%) per annum and attorneys' fees as provided in said judgment, aggregating as of this date the sum of \$18,369.55.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the balance of the proceeds of said sale, after making disbursements as above set forth, be held by said Marshal until the further order of this Court.

ROYCE H. SAVAGE
United States District Judge

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

KEITH TROY TINSLEY, a Minor, by and
through his father and next friend,
I. C. TINSLEY,

Plaintiff,

-vs-

ORKIN EXTERMINATING COMPANY OF
OKLAHOMA, an Arkansas Corporation,
and EDITH JOHNSON, Successor
Administratrix of the Estate of
NEIL B. RICHARDSON, Deceased,

Defendants.) No. 4291-Civil

FILED

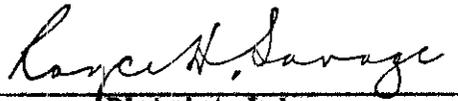
SEP 19 1957

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

ORDER REMANDING TO STATE COURT

It is ordered that the motion of plaintiff to remand
this cause to the Superior Court of Creek County, Oklahoma, be,
and the same is hereby sustained.

It is, therefore, ordered, that this cause be remanded
to that court, as not properly removable to this court.


District Judge.

Dated: September 19, 1957.

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

ED TINSLEY, Administrator of the
Estate of ALICE GERTRUDE TINSLEY,
Deceased,

Plaintiff,

-vs-

ORKIN EXTERMINATING COMPANY OF
OKLAHOMA, an Arkansas Corporation,
and EDITH JOHNSON, Successor
Administratrix of the Estate of
NEIL B. RICHARDSON, Deceased,

Defendants.) No. 4292-Civil

FILED

SEP 19 1957

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

ORDER REMANDING TO STATE COURT

It is ordered that the motion of plaintiff to remand
this cause to the Superior Court of Creek County, Oklahoma, be,
and the same is hereby sustained.

It is, therefore, ordered, that this cause be remanded
to that court, as not properly removable to this court.



District Judge.

Dated: September 19, 1957.

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

GRANVILLE COY TINSLEY, a Minor by and
through his father and next friend,
I. C. TINSLEY,

Plaintiff,

-vs-

ORKIN EXTERMINATING COMPANY OF
OKLAHOMA, an Arkansas Corporation,
and EDITH JOHNSON, Successor
Administratrix of the Estate of
NEIL B. RICHARDSON, Deceased,

Defendants.)

FILED

SEP 19 1957

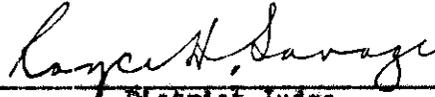
NOBLE C. HOOD
Clerk, U.S. District Court

No. 4293-Civil

ORDER REMANDING TO STATE COURT

It is ordered that the motion of plaintiff to remand
this cause to the Superior Court of Creek County, Oklahoma, be,
and the same is hereby sustained.

It is, therefore, ordered, that this cause be remanded
to that court, as not properly removable to this court.



District Judge.

Dated: September 19, 1957.

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

JANIS LAVONNE METZGER, a Minor by and
through his father and next friend,
FRANK O. METZGER,

Plaintiff,

-vs-

ORKIN EXTERMINATING COMPANY OF
OKLAHOMA, an Arkansas Corporation,
and EDITH JOHNSON, Successor
Administratrix of the Estate of
NEIL B. RICHARDSON, Deceased,

Defendants.) No. 4294-Civil

FILED

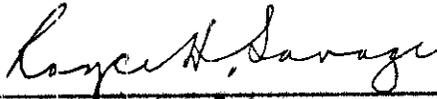
SEP 19 1957

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

ORDER REMANDING TO STATE COURT

It is ordered that the motion of plaintiff to remand
this cause to the Superior Court of Creek County, Oklahoma, be,
and the same is hereby sustained.

It is, therefore, ordered, that this cause be remanded
to that court, as not properly removable to this court.


District Judge.

Dated: September 19, 1957.

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

FRANK O. METZGER, JR., a Minor, by and
through his father and next friend,
FRANK O. METZGER,

Plaintiff,

-vs-

ORKIN EXTERMINATING COMPANY OF
OKLAHOMA, an Arkansas Corporation,
and EDITH JOHNSON, Successor
Administratrix of the Estate of
NEIL B. RICHARDSON, Deceased,

Defendants.) No. 4295-Civil

FILED

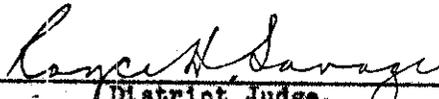
SEP 19 1957

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

ORDER REMANDING TO STATE COURT

It is ordered that the motion of plaintiff to remand
this cause to the Superior Court of Creek County, Oklahoma, be,
and the same is hereby sustained.

It is, therefore, ordered, that this cause be remanded
to that court, as not properly removable to this court.



District Judge.

Dated: September 19, 1957.

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

BOBBIE JEAN METZGER,

Plaintiff,

-vs-

ORKIN EXTERMINATING COMPANY OF
OKLAHOMA, an Arkansas Corporation,
and EDITH JOHNSON, Successor
Administratrix of the Estate of
NEIL B. RICHARDSON, Deceased,

Defendants.) No. 4296-Civil

FILED

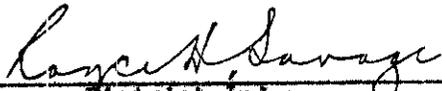
SEP 19 1957

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

ORDER REMANDING TO STATE COURT

It is ordered that the motion of plaintiff to remand
this cause to the Superior Court of Creek County, Oklahoma, be,
and the same is hereby sustained.

It is, therefore, ordered, that this cause be remanded
to that court, as not properly removable to this court.


District Judge.

Dated: September 19, 1957.

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

DAVID BRIAN METZGER, a Minor, by and
through his father and next friend,
FRANK O. METZGER,

Plaintiff,

-vs-

ORKIN EXTERMINATING COMPANY OF
OKLAHOMA, an Arkansas Corporation,
and EDITH JOHNSON, Successor
Administratrix of the Estate of
NEIL B. RICHARDSON, Deceased,

Defendants.) No. 4297-Civil

FILED

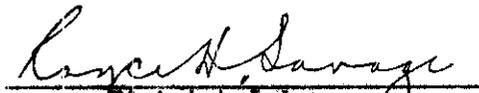
SEP 19 1957

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

ORDER REMANDING TO STATE COURT

It is ordered that the motion of plaintiff to remand
this cause to the Superior Court of Creek County, Oklahoma, be,
and the same is hereby sustained.

It is, therefore, ordered, that this cause be remanded
to that court, as not properly removable to this court.


District Judge.

Dated: September 19, 1957.

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

FRANK O. METZGER,

Plaintiff,

-vs-

ORKIN EXTERMINATING COMPANY OF
OKLAHOMA, an Arkansas Corporation,
and EDITH JOHNSON, Successor
Administratrix of the Estate of
NEIL B. RICHARDSON, Deceased,

Defendants.) No. 4298-Civil

FILED

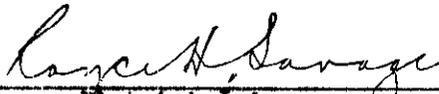
SEP 19 1957

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

ORDER REMANDING TO STATE COURT

It is ordered that the motion of plaintiff to remand
this cause to the Superior Court of Creek County, Oklahoma, be,
and the same is hereby sustained.

It is, therefore, ordered, that this cause be remanded
to that court, as not properly removable to this court.


District Judge.

Dated: September 19, 1957.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4290

One 1957 Chevrolet 4-door Station
Wagon, Motor No. VB-57 212597, its
tools and appurtenances,

Respondent,

Lewis Richardson and
Commercial Credit Corporation,
Tulsa, Oklahoma,

Claimants.

FILED

SEP 20 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 1957 Chevrolet 4-door Station Wagon, Motor No. VB-57 212597, its tools and appurtenances be and the same are hereby forfeited, and the claimant, Lewis Richardson, is 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 released to the Commercial Credit Corporation, Tulsa, Oklahoma, subject to its payment of the Marshal's fees, court costs and storage costs.

Dated this 19th day of September, 1957.

19 Royal H. Savage
United States District Judge

IEU:lg
9/18/57

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

JAMES B. COPPEDGE, as Trustee
in Bankruptcy for the
OIL CAPITAL LUMBER COMPANY, INC.,

Plaintiff

vs.

ROBERT L. TRIPLETT, et. al.,

Defendants

3845
No. ~~384~~ FILED

SEP 25 1957

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

ORDER DISMISSING ACTION WITH PREJUDICE

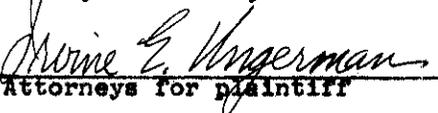
Now on this 25th day of September, 1957, there came on
for hearing before the undersigned District Judge the joint
motion filed by the defendants and the plaintiff seeking a
dismissal of this action with prejudice and the Court having
considered the same finds that said motion should be granted.

IT IS THEREFORE ORDERED BY THIS COURT that the above
styled and numbered action be and the same is hereby dismissed
with prejudice.

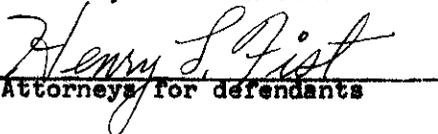

United States District Judge

APPROVED AS TO FORM:

UNGERMAN, WHITEBOOK, GRABEL & UNGERMAN

By 
Attorneys for plaintiff

ROSENSTEIN, FIST & MESIROW

By 
Attorneys for defendants

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

M. E. JORDAN,

Plaintiff,

vs

KERR-McGEE OIL INDUSTRIES, INC.,
a Corporation,

Defendant.

No. 4226 Civil

FILED

SEP 25 1957

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

ORDER ALLOWING DISMISSAL ON PLAINTIFF'S MOTION

Upon plaintiff's motion for leave to discontinue this action, it is ordered that the complaints be dismissed with prejudice with costs to defendant.

Dated this 25 day of September, 1957.


District Judge

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

FULLER-WHITE CHEVROLET COMPANY
OF TULSA,

Plaintiff,

vs.

THE UNITED STATES OF AMERICA,

Defendant.

Civil Action No. 4126

FILED

SEP 27 1957

J U D G M E N T

NOBLE C. HOOD

Clerk, U. S. District Court

This cause came on to be heard and after receipt of the evidence and argument by counsel, and upon consideration thereof,

IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff recover from the defendant, as overpayment of Federal income (excess profits) taxes for the year 1953, the amount of \$37,477.28, plus interest at the rate of 6 per cent per annum from and after July 27, 1956, as provided by law, and for costs of suit.

MADE AND ORDERED this 27 day of September, 1957.

(s) Royce H. Savage
District Judge

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

VEARL MULLIN, a minor, by and
through his sister, BETTY MULLIN,
as next friend,

Plaintiff,

-vs-

JUANITA DIXON, Administratrix for
the Estate of RICHARD C. DIXON,
Deceased,

Defendant.

Civil No. 4193

FILED

OCT 1- 1957

NOBLE C. HOOD

Clerk, U. S. District Court

JOURNAL ENTRY OF JUDGMENT

This cause came on for trial in its regular order on this 1st day of October, 1957, at which time the parties appeared in person and the plaintiff appeared by his attorneys, Jack C. Brown and Alfred B. Knight, and the defendant appeared by her attorneys, Sanders, McElroy & Smith. Thereupon, both sides in open court waived their right to a trial by jury. The Court, after being fully advised in the premises, finds that Vearl Mullin, a minor twenty years of age, resides with his sister, Betty Mullin, at Miami, Oklahoma, and that he has not lived with his parents since he was seven years old and that his sister now has and for many years has had the sole care, custody and control of said minor plaintiff, and that she is the proper person to bring this action as his next friend. The Court further finds that plaintiff's Petition states a good and sufficient cause of action against the defendant, and that this Court has jurisdiction of the parties hereto and the subject matter hereof. The Court further finds the issues in favor of the plaintiff and against the defendant and finds that the defendant's counter-claim should be denied and that the plaintiff is entitled to have and recover a judgment of and from the defendant for the sum of \$3,300.00 and costs of this action.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED

by the Court that the plaintiff, Vearl Mullin, a minor, by and through his sister, Betty Mullin, as next friend, have and recover a judgment of and from the defendant, Juanita Dixon, Administratrix of the Estate of Richard C. Dixon, the sum of \$3,300.00 and costs of this action, for all of which let execution issue.

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

15 Royce W. George

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

APPROVED:

JACK C. BROWN and ALFRED B. KNIGHT

By: *Jack C. Brown*
Attorneys for Plaintiff

SANDERS, McELROY & SMITH

By: *David H. Sanders*
Attorneys for Defendant

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

DONNIE LEE RED, a minor, by and)
through his mother, WILLA MAE RED,)
as next friend,)
)
Plaintiff,)
)
-vs-)
)
JUANITA DIXON, Administratrix of the)
estate of RICHARD C. DIXON, Deceased,)
)
Defendant.)

Civil No. 4192

FILED

OCT 1- 1957

JOURNAL ENTRY OF JUDGMENT

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

This cause came on for trial in its regular order on this 1st day of October, 1957, at which time the parties appeared in person and the plaintiff appeared by his attorneys, Jack C. Brown and Alfred B. Knight, and the defendant appeared by her attorneys, Sanders, McElroy & Smith. Thereupon, both sides in open court waived their right to a trial by jury. The Court, after being fully advised in the premises, finds that Donnie Lee Red, a minor, father has been deceased for more than nine years and that he resides with his mother, Willa Mae Red, who is his sole parent and who has the sole care, custody and control of the plaintiff, Donnie Lee Red. The Court further finds that plaintiff's Petition states a good and sufficient cause of action against the defendant and that this Court has jurisdiction of the parties hereto and of the subject matter hereof. The Court further finds the issues in favor of the plaintiff and against the defendant, and finds that the plaintiff is entitled to have and recover a judgment of and from the defendant for the sum of \$5,600.00 and costs of this action.

NOW, THEREFORE, be it ordered, adjudged and decreed by the Court that the plaintiff, Donnie Lee Red, a minor, by and through his mother, Willa Mae Red, as next friend, have and recover a judgment of and from the defendant, Juanita Dixon, Administratrix of the Estate of Richard

C. Dixon, Deceased, for the sum of \$5,600.00 and costs of this action, for all of which let execution issue.

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

15/ Royce H. Savage
Judge of the United States District
Court within and for the Northern
District of Oklahoma

APPROVED:

JACK C. BROWN and ALFRED B. KNIGHT

By: 15/ Jack C. Brown
Attorneys for Plaintiff

SANDERS, McELROY & SMITH

By: 15/ David H. Sanders
Attorneys for Defendant

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

JIMMIE DOUGLAS MULLIN and DEBORAH MULLIN,
infants under the age of 21 years, who sues by Irma
Sanford, their natural guardian and administratrix
of their father's estate, Jimmie Albert Mullin,
deceased,

Plaintiffs,

-vs-

JUANITA DIXON and the estate of Richard C. Dixon,

Defendants.

No. 4101 - Civil

FILED

OCT 1 - 1957

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

JOURNAL ENTRY OF JUDGMENT

This cause came on for hearing in its regular order on this 1st day of October, 1957 at which time plaintiffs appeared in person and by their attorney, Jack C. Brown and Alfred B. Knight and the defendants appeared by her attorneys, Sanders, McElroy & Smith. Both sides in open Court waived their right to a trial by jury. The Court after having been fully advised in the premises finds that Irma Sanford is the duly qualified acting administratrix of the estate of Jimmie Albert Mullin, deceased. The Court further finds that Irma Sanford is the mother, natural guardian and next of friend of Jimmie Douglas Mullin and Deborah Mullin, infants under the age of 21, and that in 1953 she was granted a divorce from the father of said infants, Jimmie Albert Mullin, now deceased by the District Court of Ottawa County and that the sole care, custody and control of said infants was vested in and confided in their mother, Irma Sanford and that she prosecutes this action for and on behalf of the estate of Jimmie Albert Mullin, deceased and for and on behalf of his children, Jimmie Douglas Mullin and Deborah Mullin who are the sole and surviving heirs at law and who are and were the sole and surviving persons dependent upon Jimmie Albert Mullin, now deceased.

The Court further finds that Jimmie Albert Mullin died as a result of an automobile accident occurring on November 29, 1956 leaving as his sole and surviving heirs at law the aforesaid infants, and that said Jimmie Albert Mullin never regained consciousness and that he did not suffer any conscious pain and suffering and that the sole damages on the second cause of action for damages to the estate of Jimmie Albert Mullin are for funeral expenses for the sum of \$600.00. The Court further finds that the defendant heirs at law of Jimmie Albert Mullin, Jimmie Douglas Mullin and Deborah Mullin, have suffered pecuniary damages by the death of their father for the sum of \$5,000.00 and that the administratrix of the estate should have and recover a judgment of and from the defendant for the use and benefit of said minor dependant children for the sum of \$5,000.00. The Court further finds that plaintiff's Petition states a good and sufficient cause of action and that this Court has jurisdiction of the parties hereto and of the subject matter hereof.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that the plaintiffs, Jimmie Douglas Mullin and Deborah Mullin, infants under the age of 21 years, who sue by Irma Sanford, their natural guardian and mother and as administratrix of their father's estate, Jimmie Albert Mullin, deceased, have and recover a judgment of and from the defendant, Juanita Dixon, administratrix of the estate of Richard C. Dixon, deceased for the wrongful death of the said Jimmie Albert Mullin, now deceased, for the total sum of \$5600.00 all of which let execution issue.

Done in open Court the day and year first above written.

15/ Royce H. Savage

JUDGE OF THE DISTRICT COURT IN AND FOR THE
NORTHERN DISTRICT OF OKLAHOMA

APPROVED:

JIMMIE DOUGLAS MULLIN and DEBORAH MULLIN
infants under the age of 21 years, who sue by Irma
Sanford, their natural guardian and mother and administratrix
of their father's estate, Jimmie Albert Mullin, deceased.

by: *15/ Irma Sanford*

IRMA SANFORD, Plaintiff

JACK C. BROWN and ALBERT B. KNIGHT

By: *Jack C. Brown*

Attorneys for Plaintiff

SANDERS, McELROY & SMITH

By: *David N. Sanders*

Attorneys for Defendant.

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

ELIZABETH J. FLEMMONS, as Surviving
Widow of Herbert Flemmons, Deceased,
for the benefit of herself as Sur-
viving widow, and Minor Children,
Donald Herbert Flemmons, Ronald John
Flemmons, and Diana Marie Flemmons,

Plaintiff,

No. 4089 Civil

vs.

MISSOURI-KANSAS-TEXAS RAILROAD
COMPANY,

Defendant.

FILED

OCT - 1 1957

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

J U D G M E N T

NOW, on this first day of October, 1957, the above entitled cause comes on for trial pursuant to regular assignment for trial, and the plaintiff being present in Court in person and by her attorneys, Gerald K. Donovan and Richard K. McGee, and the defendant appearing by its attorneys, Dan Welch and E. J. Doerner, and the parties having waived a jury and having consented in open court to try the cause to the Court without a jury, and the Court having heard the evidence of witnesses and being fully advised in the premises, finds that plaintiff has sustained the allegations of her Amended Complaint, as amended, and is entitled to judgment as surviving widow of Herbert Flemmons and for the benefit of herself as such surviving widow and for the benefit of the minor children of the deceased, Herbert Flemmons and the plaintiff, to-wit: Donald Herbert Flemmons, Ronald John Flemmons and Diana Marie Flemmons in the total sum of \$7,500.00.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that plaintiff as surviving widow of Herbert Flemmons and for the benefit of herself as such surviving widow and for the benefit of the minor children of said Herbert Flemmons and the plaintiff, to-wit: Donald Herbert Flemmons, Ronald John Flemmons and Diana Marie Flemmons, have and recover of said defendant the total sum of \$7,500.00 with interest

thereon at the rate of 6% per annum from date hereof, and costs of this action, for all of which let execution issue.

DONE in open Court the date and year first above written.

W. B. Wallace
District Judge

OK R. B. McGee
Attorney for Plaintiff

OK Edward K. Donovan
Attorney for Plaintiff

OK Sam Welch & J. M. Munn
Attorney for Defendant.

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

MAURICE GRAVATT,

Plaintiff,

vs.

MUTUAL BENEFIT AND ACCIDENT
ASSOCIATION, an Insurance
Corperation,

Defendant.

MAURICE GRAVATT,

Plaintiff,

vs.

UNITED BENEFIT LIFE INSURANCE
COMPANY, an Insurance Corporation,

Defendant.

No. 4084

FILED

OCT - 2 1957

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

No. 4085

J U D G M E N T

The above-entitled consolidated cases come on regularly for trial pursuant to assignment, on this 1st day of October, 1957, plaintiff appearing in person and by his attorneys, G. Ellis Gable and Jack N. Hays, and the defendants appearing by their representatives and by their attorneys, John B. Dudley, Jr., and Duke Duvall, both parties announcing ready for trial, a jury being duly impaneled and sworn to well and truly try the issues in these cases, and thereupon, after opening statements of counsel, the introduction of evidence is begun and continued until the hour of adjournment, when the trial is recessed until 9:30 a.m. on the 2nd day of October, 1957, at which time the introduction of evidence is continued, and during the course of such introduction of evidence in the trial of these cases, the parties, during a recess, reached an agreement of compromise, subject to the approval of the court, and such compromise agreement is presented to the court and is contained in the written Contract of Compromise and Settlement and Motion to Dismiss with Prejudice on file herein; the court finds that said compromise is reasonable and just and should be approved, effectuated and confirmed by judgment of the court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. The compromise agreement between the plaintiff and his attorneys of record and the defendants, referred to above and by this reference made a part hereof, is hereby approved and confirmed.

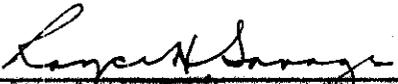
2. The policies of insurance sued upon herein and issued by the respective defendants to the plaintiff, and being described as:

Mutual Benefit Health and Accident Association Policy
No. 200RA-250095-52M, dated August 18, 1952, and
United Benefit Life Insurance Company Policy No.
UOP-200-706550, dated January 21, 1947,

have been surrendered by the plaintiff to the defendants and the same are hereby cancelled ab initio, and the defendants, and each of them, are discharged from all liability and obligation upon such policies and any claims arising out of same, past, present and future, in contract and in tort, and to the same extent as if such policies had never been issued.

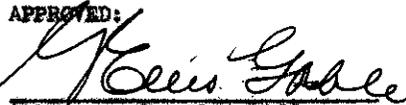
3. That the above-entitled cases, and each of them, be and the same are hereby dismissed with prejudice.

Dated this 2nd day of October, 1957.



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

APPROVED:



Attorneys for Plaintiff

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

MRS. LORA E. WALTERS,)
)
 Plaintiff,)
)
 vs.)
)
 WILLIAM FOSTER,)
)
 Defendant.)

No. 4318 - Civil

FILED

OCT - 2 1957

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

ORDER

NOW on this 30th day of September, 1957, there came on for hearing the Oral Motion of plaintiff and defendant to dismiss the above captioned matter with prejudice. The plaintiff appeared by and through his attorney, Dan Rogers, and defendant appeared by and through his attorney, Alfred B. Knight. The Court finds that the parties hereto have absolutely and completely settled all claims arising out of the accident as alleged in the Complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the Complaint be dismissed with prejudice.

18 Royal W. Savage
Judge

APPROVAL:

18 Dan A. Rogers
Attorney for Plaintiff,

15/ Alfred B. Knight
Attorney for Defendant.

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

PUBLIC SERVICE COMPANY OF OKLAHOMA,
An Oklahoma corporation,

Plaintiff,

vs.

Susie Johnson, now Haynes, Cherokee
Roll No. 17223 and the United States
of America as a matter affecting the
fee title to certain Cherokee Indian
lands previously allotted in fee with
certain restraints on alienation and
presently owned by a restricted Cherokee
Indian, in Rogers County, Oklahoma,

Defendants.

Civil No. 4107

FILED

OCT - 3 1957

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

JUDGMENT

NOW, on this 2nd day of October, 1957, this cause comes regularly on for trial before the Honorable Royce Savage, Judge of said Court, pursuant to previous assignment, both parties being present in person and by counsel and having previously announced ready for trial; whereupon a jury is duly empanelled and sworn, and the taking of evidence is begun, when the hours of adjournment having arrived, the Court admonishes the jury not to discuss the case among themselves or with third persons, and Court is adjourned until nine o'clock on the morning of October 3rd; and

On October 3rd, 1957, both sides agreeing that the jury is all present, the taking of evidence is resumed, during the course of which it became apparent to the parties that the issues herein might be compromised agreeably, and Court is recessed to permit negotiations toward such compromise; and thereafter the parties announce in open Court that a compromise was reached between them whereby the full amount to be paid by condemnor and accepted by condemnee should be the sum of \$26,000.00.

Thereupon the case is withdrawn from consideration of the jury and the jury is discharged by the Court; and the Court finds that judgment should be entered herein in favor of the condemnee and against the condemnor in the sum of \$26,000.00; and the Court further finds that condemnor, in pursuance of the Report of Commissioners herein filed, has heretofore paid said sum of \$26,000.00 into the registry of this Court for the use and benefit of said condemnee, and in pursuance of such judgment and such payment, said funds should be paid over to said condemnee.

IT IS THEREFORE ORDERED AND DECREED that said condemnee, Susie Johnson Haynes, have and recover of and from the condemnor, Public Service Company of Oklahoma, the sum of \$26,000.00, and judgment therefor is hereby awarded and entered; and

IT IS FURTHER ORDERED AND DECREED that by reason of the payment and deposit of said sum of \$26,000.00 heretofore made by said condemnor for the use and benefit of said condemnee on May 16, 1957, the Clerk of this Court show such judgment herein awarded to be satisfied and paid in full, and pay over said sum to said condemnee, taking her receipt therefor in due course; and

IT IS FURTHER ORDERED AND DECREED that the taking by said condemnor, of the lands set out and described in its Complaint herein filed, be and the same is hereby confirmed.

IT IS FURTHER ORDERED AND DECREED that said condemnor pay the costs of this action.

787 ROYCE H. SAVAGE

Judge

[Signature]
OK for Condemnor

[Signature]
OK for Condemnee

U.S. ATTY

Received check in the amount of \$26,000.00 this 3rd day of October, 1957.

/s/ SUSIE JOHNSON, now Haynes

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

Nettie Horst,

Plaintiff,

vs.

The Atchison, Topeka and
Santa Fe Railway Company,

Defendant.

No. 4111 Civil

FILED

OCT - 3 1957

ORDER OF DISMISSAL

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

Now, on this 3rd day of October, 1957, comes on for hearing the stipulation of dismissal of plaintiff and defendant hereto in the above entitled cause. The Court finds that said cause has been settled and that defendant has this date paid to the plaintiff, Nettie Horst, \$5,000.00 in full settlement, release and satisfaction of plaintiff's cause of action set forth in the complaint herein, and that said plaintiff has accepted said sum in full satisfaction, release and discharge of her cause of action and claim against the defendant, and the Court, after due consideration, finds that said dismissal should be approved.

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

APPROVED AS TO FORM:

Roger H. George
JUDGE

W. J. Hyle

Maurice E. Compton
Attorneys for Plaintiff

Rainey, Flynn & Anderson
Attorneys for Defendant

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

ALFRED GUNNING,

Plaintiff,

-vs-

CARL MILBURN ROBERTS,
L. D. ROBERTS, and THE
ELSA CANNING COMPANY,
a corporation.

Defendants.

No. 4 2 2 3

FILED

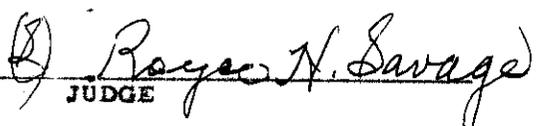
OCT - 7 1957

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

ORDER OF DISMISSAL

FOR GOOD CAUSE SHOWN, and upon application of the parties
showing an agreed settlement, this cause is hereby dismissed with prejudice
at the cost of Defendants.

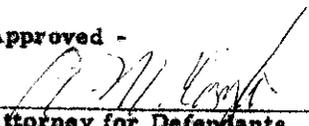
DATED this 7th day of October, 1957.


JUDGE

Approved -


Attorney for Plaintiff

Approved -


Attorney for Defendants

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

L. E. Heizer,

Plaintiff,

vs.

Oral Lloyd Callaway,
and
Pat Keathly, dba
Funeral Car Exchange,

Defendants.

No. 4013 Civil

FILED

OCT 4 - 1957

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

JUDGMENT ON MOTION FOR DIRECTED VERDICT,
PURSUANT TO RULE 50 (b).

On April 16, 1957, this cause came on for trial pursuant to assignment, with plaintiff, L. E. Heizer, appearing in person and by his attorneys, Ben L. Murdock and W. E. Rutledge, and the defendants appearing in person and by their attorney, Duke Duvall. The case was regularly tried to a jury, but at the conclusion of all of the evidence in the case as well as at the conclusion of the plaintiff's evidence in chief, the defendant, Pat Keathly, dba Funeral Car Exchange, represented by Mr. Duke Duvall, moved the Court to direct a verdict in his favor and to dismiss the action for the reason that no claim upon which relief could be granted was established as against him, and particularly there was no evidence sufficient to establish the relationship of agency between the defendant, Oral Lloyd Callaway, and the defendant, Pat Keathly, dba Funeral Car Exchange, at the time of the accident. The case was submitted to the jury as to both defendants, with

said motions being overruled, subject to the provisions of Rule 50 (b), and thereafter the jury returned a verdict against both defendants on April 17, 1957, upon which judgment was duly entered.

Within the time prescribed by law, the defendant, Pat Keathly, dba Funeral Car Exchange, filed herein a renewal of his motion for a directed verdict and his motion for new trial wherein he also reasserted his motion for directed verdict pursuant to the provisions of Rule 50 (b), which motions were entitled: "Motion of defendant Pat Keathly, dba Funeral Car Exchange, reurging his motion for summary judgment and motion for judgment at conclusion of plaintiff's evidence in chief and demurrer to such evidence; and motion to set aside verdict and judgment thereon and to enter judgment in his favor and against plaintiff in accordance with his motion for directed verdict, pursuant to Rule 50 (b)".

Thereafter, said motions were set for hearing at 9:30 A. M., on May 3, 1957, and the Court upon consideration of the same, finds and determines that written briefs should be filed and directed the defendant, Pat Keathly, to file a brief thereon within fifteen days, and the plaintiff to file a brief within the same time after receiving the brief of the defendant, and the matter is taken under advisement.

And now the Court on the date hereinafter set forth, having considered the evidence in the case and the pleadings and the briefs of counsel on file herein, finds and determines that the motion of the defendant, Pat Keathly, dba Funeral Car

Exchange, aforesaid, is well taken and should be sustained. The Court concludes as a matter of law from the evidence in the case:

(1) That at the time of the subject accident, the defendant, Oral Lloyd Callaway, was an independent contractor and was not an agent, servant or employee of the defendant, Pat Keathly, dba Funeral Car Exchange.

(2) That at the time of the occurrence of the subject accident, the defendant, Oral Lloyd Callaway, was engaged upon a personal, social mission, trip and objective, and not upon any business or transactions in which the defendant, Pat Keathly, dba Funeral Car Exchange, was interested or in any way connected with or involved.

(3) That at the time of the accident involved herein, defendant, Pat Keathly, dba Funeral Car Exchange, was in no way responsible or liable for the acts and conduct or omissions of the defendant, Oral Lloyd Callaway.

(4) That the verdict of the jury entered herein on April 17, 1957, and the judgment thereon be and the same is hereby vacated and set aside as to the defendant, Pat Keathly, dba Funeral Car Exchange, and judgment is hereby rendered in favor of defendant, Pat Keathly, dba Funeral Car Exchange, and against the plaintiff, and that said defendant have his costs herein expended.

DATED this 4 day of October, 1957.

W. R. Wallace
UNITED STATES DISTRICT JUDGE.

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

Wanda Heizer,

Plaintiff,

vs.

Oral Lloyd Callaway
and
Pat Keathly, dba
Funeral Car Exchange,

Defendants.

No. 4014 Civil

FILED

OCT 4 - 1957

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

JUDGMENT ON MOTION FOR DIRECTED VERDICT
PURSUANT TO RULE 50 (b).

On April 16, 1957, this cause came on for trial pursuant to assignment, with plaintiff, Wanda Heizer, appearing in person and by her attorneys, Ben L. Murdock and W. E. Rutledge, and the defendants appearing in person and by their attorney, Duke Duvall. The case was regularly tried to a jury, but at the conclusion of all of the evidence in the case as well as at the conclusion of the plaintiff's evidence in chief, the defendant, Pat Keathly, dba Funeral Car Exchange, represented by Mr. Duke Duvall, moved the Court to direct a verdict in his favor and to dismiss the action for the reason that no claim upon which relief could be granted was established as against him, and particularly there was no evidence sufficient to establish the relationship of agency between the defendant, Oral Lloyd Callaway, and the defendant, Pat Keathly, dba Funeral Car Exchange, at the time of the accident. The case was submitted to the jury as to both defendants, with

said motions being overruled, subject to the provisions of Rule 59 (b), and thereafter the jury returned a verdict against both defendants on April 17, 1957, upon which judgment was duly entered.

Within the time prescribed by law, the defendant, Pat Keathly, dba Funeral Car Exchange, filed herein a renewal of his motion for a directed verdict and his motion for new trial wherein he also reasserted his motion for directed verdict pursuant to the provisions of Rule 50 (b), which motions were entitled: "Motion of defendant Pat Keathly, dba Funeral Car Exchange, reurging his motion for summary judgment and motion for judgment at conclusion of plaintiff's evidence in chief and demurrer to such evidence; and motion to set aside verdict and judgment thereon and to enter judgment in his favor and against plaintiff in accordance with his motion for directed verdict, pursuant to Rule 50 (b)".

Thereafter, said motions were set for hearing at 9:30 A. M., on May 3, 1957, and the Court upon consideration of the same, finds and determines that written briefs should be filed and directed the defendant, Pat Keathly, to file a brief thereon within fifteen days, and the plaintiff to file a brief within the same time after receiving the brief of the defendant, and the matter is taken under advisement.

And now the Court on the date hereinafter set forth, having considered the evidence in the case and the pleadings and the briefs of counsel on file herein, finds and determines that the motion of the defendant, Pat Keathly, dba Funeral Car

Exchange, aforesaid, is well taken and should be sustained. The Court concludes as a matter of law from the evidence in the case:

(1) That at the time of the subject accident, the defendant, Oral Lloyd Callaway, was an independent contractor and was not an agent, servant or employee of the defendant, Pat Keathly, dba Funeral Car Exchange.

(2) That at the time of the occurrence of the subject accident, the defendant, Oral Lloyd Callaway, was engaged upon a personal, social mission, trip and objective, and not upon any business or transactions in which the defendant, Pat Keathly, dba Funeral Car Exchange, was interested or in any way connected with or involved.

(3) That at the time of the accident involved herein, defendant, Pat Keathly, dba Funeral Car Exchange, was in no way responsible or liable for the acts and conduct or omissions of the defendant, Oral Lloyd Callaway.

(4) That the verdict of the jury entered herein on April 17, 1957, and the judgment thereon be and the same is hereby vacated and set aside as to the defendant, Pat Keathly, dba Funeral Car Exchange, and judgment is hereby rendered in favor of defendant, Pat Keathly, dba Funeral Car Exchange, and against the plaintiff, and that said defendant have his costs herein expended.

DATED this 4 day of October, 1957.

W. R. Wallace

UNITED STATES DISTRICT JUDGE.

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

Lavone Enlow,

Plaintiff,

vs.

Oral Lloyd Callaway
and
Pat Keathly, dba
Funeral Car Exchange,

Defendants.

No. 4015 Civil

FILED

OCT 4 - 1957

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

JUDGMENT ON MOTION FOR DIRECTED VERDICT
PURSUANT TO RULE 50 (b).

On April 16, 1957, this cause came on for trial pursuant to assignment, with plaintiff, Lavone Enlow, appearing in person and by her attorneys, Ben L. Murdock and W. E. Rutledge, and the defendants appearing in person and by their attorney, Duke Duvall. The case was regularly tried to a jury, but at the conclusion of all of the evidence in the case as well as at the conclusion of the plaintiff's evidence in chief, the defendant, Pat Keathly, dba Funeral Car Exchange, represented by Mr. Duke Duvall, moved the Court to direct a verdict in his favor and to dismiss the action for the reason that no claim upon which relief could be granted was established as against him, and particularly there was no evidence sufficient to establish the relationship of agency between the defendant, Oral Lloyd Callaway, and the defendant, Pat Keathly, dba Funeral Car Exchange, at the time of the accident. The case was submitted to the jury as to both defendants, with

said motions being overruled, subject to the provisions of Rule 50 (b), and thereafter the jury returned a verdict against both defendants on April 17, 1957, upon which judgment was duly entered.

Within the time prescribed by law, the defendant, Pat Keathly, dba Funeral Car Exchange, filed herein a renewal of his motion for a directed verdict and his motion for new trial wherein he also reasserted his motion for directed verdict pursuant to the provisions of Rule 59 (b), which motions were entitled: "Motion of defendant Pat Keathly, dba Funeral Car Exchange, reurging his motion for summary judgment and motion for judgment at conclusion of plaintiff's evidence in chief and demurrer to such evidence; and motion to set aside verdict and judgment thereon and to enter judgment in his favor and against plaintiff in accordance with his motion for directed verdict, pursuant to Rule 50 (b)".

Thereafter, said motions were set for hearing at 9:30 A. M., on May 3, 1957, and the Court upon consideration of the same, finds and determines that written briefs should be filed and directed the defendant, Pat Keathly, to file a brief thereon within fifteen days, and the plaintiff to file a brief within the same time after receiving the brief of the defendant, and the matter is taken under advisement.

And now the Court on the date hereinafter set forth, having considered the evidence in the case and the pleadings and the briefs of counsel on file herein, finds and determines that the motion of the defendant, Pat Keathly, dba Funeral Car

Exchange, aforesaid, is well taken and should be sustained. The Court concludes as a matter of law from the evidence in the case:

(1) That at the time of the subject accident, the defendant, Oral Lloyd Callaway, was an independent contractor and was not an agent, servant or employee of the defendant, Pat Keathly, dba Funeral Car Exchange.

(2) That at the time of the occurrence of the subject accident, the defendant, Oral Lloyd Callaway, was engaged upon a personal, social mission, trip and objective, and not upon any business or transactions in which the defendant, Pat Keathly, dba Funeral Car Exchange, was interested or in any way connected with or involved.

(3) That at the time of the accident involved herein, defendant, Pat Keathly, dba Funeral Car Exchange, was in no way responsible or liable for the acts and conduct or omissions of the defendant, Oral Lloyd Callaway.

(4) That the verdict of the jury entered herein on April 17, 1957, and the judgment thereon be and the same is hereby vacated and set aside as to the defendant, Pat Keathly, dba Funeral Car Exchange, and judgment is hereby rendered in favor of defendant, Pat Keathly, dba Funeral Car Exchange, and against the plaintiff, and that said defendant have his costs herein expended.

DATED this 4 day of October, 1957.

W. R. Wallace

UNITED STATES DISTRICT JUDGE.

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

Dalline Enlow,)
)
 Plaintiff,)
)
 vs.)
)
)
) No. 4016 Civil
 Oral Lloyd Callaway)
 and)
 Pat Keathly, dba)
 Funeral Car Exchange,)
)
 Defendants.)

FILED

OCT 4 - 1957

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

JUDGMENT ON MOTION FOR DIRECTED VERDICT
PURSUANT TO RULE 59 (b).

On April 16, 1957, this cause came on for trial pursuant to assignment, with plaintiff, Dalline Enlow, appearing in person and by her attorneys, Ben L. Murdock and W. E. Rutledge, and the defendants appearing in person and by their attorney, Duke Duvall. The case was regularly tried to a jury, but at the conclusion of all of the evidence in the case as well as at the conclusion of the plaintiff's evidence in chief, the defendant, Pat Keathly, dba Funeral Car Exchange, represented by Mr. Duke Duvall, moved the Court to direct a verdict in his favor and to dismiss the action for the reason that no claim upon which relief could be granted was established as against him, and particularly there was no evidence sufficient to establish the relationship of agency between the defendant, Oral Lloyd Callaway, and the defendant, Pat Keathly, dba Funeral Car Exchange, at the time of the accident. The case was submitted to the jury as to both defendants, with

said motions being overruled, subject to the provisions of Rule 50 (b), and thereafter the jury returned a verdict against both defendants on April 17, 1957, upon which judgment was duly entered.

Within the time prescribed by law, the defendant, Pat Keathly, dba Funeral Car Exchange, filed herein a renewal of his motion for a directed verdict and his motion for new trial wherein he also reasserted his motion for directed verdict pursuant to the provisions of Rule 50 (b), which motions were entitled: "Motion of defendant Pat Keathly, dba Funeral Car Exchange, reurging his motion for summary judgment and motion for judgment at conclusion of plaintiff's evidence in chief and demurrer to such evidence; and motion to set aside verdict and judgment thereon and to enter judgment in his favor and against plaintiff in accordance with his motion for directed verdict, pursuant to Rule 50 (b)".

Thereafter, said motions were set for hearing at 9:30 A. M., on May 3, 1957, and the Court upon consideration of the same, finds and determines that written briefs should be filed and directed the defendant, Pat Keathly, to file a brief thereon within fifteen days, and the plaintiff to file a brief within the same time after receiving the brief of the defendant, and the matter is taken under advisement.

And now the Court on the date hereinafter set forth, having considered the evidence in the case and the pleadings and the briefs of counsel on file herein, finds and determines that the motion of the defendant, Pat Keathly, dba Funeral Car

Exchange, aforesaid, is well taken and should be sustained. The Court concludes as a matter of law from the evidence in the case:

(1) That at the time of the subject accident, the defendant, Oral Lloyd Callaway, was an independent contractor and was not an agent, servant or employee of the defendant, Pat Keathly, dba Funeral Car Exchange.

(2) That at the time of the occurrence of the subject accident, the defendant, Oral Lloyd Callaway, was engaged upon a personal, social mission, trip and objective, and not upon any business or transactions in which the defendant, Pat Keathly, dba Funeral Car Exchange, was interested or in any way connected with or involved.

(3) That at the time of the accident involved herein, defendant, Pat Keathly, dba Funeral Car Exchange, was in no way responsible or liable for the acts and conduct or omissions of the defendant, Oral Lloyd Callaway.

(4) That the verdict of the jury entered herein on April 17, 1957, and the judgment thereon be and the same is hereby vacated and set aside as to the defendant, Pat Keathly, dba Funeral Car Exchange, and judgment is hereby rendered in favor of defendant, Pat Keathly, dba Funeral Car Exchange, and against the plaintiff, and that said defendant have his costs herein expended.

DATED this 4 day of October, 1957.

W. R. Wallace

UNITED STATES DISTRICT JUDGE.

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

CHANDLER, FRATES, REITZ, a co-
 partnership consisting of G. H. CHANDLER;
 LEONARD A. REITZ AND PAUL E. REITZ,
 Plaintiff,
 -vs-
 REPUBLIC DRILLING COMPANY, a Texas
 Corporation,
 Defendant.

No. 3936

FILED

OCT - 8 1957

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

ORDER

BE IT REMEMBERED:

That on the 25th day of September, 1957, there came on before me, the undersigned Judge of the United States District Court for the Northern District of Oklahoma, a hearing on the report of the Special Master, Jack Santee, filed August 9, 1957, in the above matter. The Receiver was represented by his counsel, John T. Gibson and Ungerman, Whitebook, Grabel and Ungerman by Maynard I. Ungerman, and H. L. Hughes, doing business as Hughes Welding, was represented by his counsel, McCoy and Craig by Robert P. Kelly.

After the witnesses were sworn, evidenced examined and the Court being fully advised in the premises this Court finds that the claim of H. L. Hughes, doing business as Hughes Welding, should be allowed as a priority lien claim in the amount of \$1,094.40, and all other findings of said report were correct and should be approved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THIS COURT that the claim of H. L. Hughes, doing business as Hughes Welding, should be allowed as a priority lien claim in the above receivership as against other claims of general unsecured creditors.

All other findings and recommendations of the report of the

Special Master filed August 9, 1957 with the above Court, are hereby approved.

ROYCE H. SAVAGE
Judge of the United States District Court

APPROVED AS TO FORM:

UNGERMAN, WHITEBOOK, GRABEL & UNGERMAN

By Maynard J. Ungerman

John T. Gibson

John T. Gibson

Attorneys for Receiver

McCOY & CRAIG

By Robert P. Kelly

Robert P. Kelly
Attorneys for H. L. Hughes,
d/b/a Hughes Welding

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

A. C. HOLDER CONSTRUCTION COMPANY,)
a corporation,)
Plaintiff,)
-vs-)
THE WESTERN CASUALTY AND SURETY)
COMPANY, Fort Scott, Kansas,)
Defendant.)

No. 4128-Civil.

FILED

OCT - 8 1957

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

ORDER DISMISSING ACTION

This cause having come on to be heard upon the stipulation of both parties hereto that said action may be dismissed and both parties appearing by their counsel and in accordance with the terms and provisions of said stipulation,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that this action be and the same is hereby dismissed on the merits and with prejudice to any future suit or action by plaintiff against defendant, all at the costs of the defendant herein.

Dated at Tulsa, Oklahoma, this 7th day of October

1957.

ROYCE H. SAVAGE
Judge, United States District Court

O.K.
William K. Powers

William K. Powers,
Attorney for Plaintiff

Al Knight

Al Knight,
Attorney for Defendant

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

Lena S. Hester,)
)
 Plaintiff,)
)
 vs.) No. 4224 Civil
)
 W. E. Payne,)
)
 Defendant.)

FILED

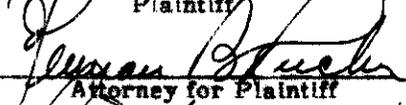
OCT - 8 1957

STIPULATION FOR DISMISSAL NOBLE C. HOOD
Clerk, U. S. District Court

It is hereby stipulated and agreed by and between the parties to this action, that the plaintiff, Lena S. Hester, may and she does hereby dismiss the above styled and numbered cause of action with prejudice to the right to bring a future action.

Dated this 3rd day of October, 1957.



Plaintiff


Attorney for Plaintiff


Attorney for Defendant

IT IS HEREBY ORDERED that the above styled and numbered action be dismissed with prejudice this 8th day of October, 1957.

ROYCE H. SAVAGE

U. S. District Judge

rdh/mrh

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

ANNIE MEDLOCK,

Plaintiff,

vs.

EDSEL FORD BONSER,

Defendant.

4300 CIVIL

FILED

OCT - 8 1957

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

ORDER OF DISMISSAL

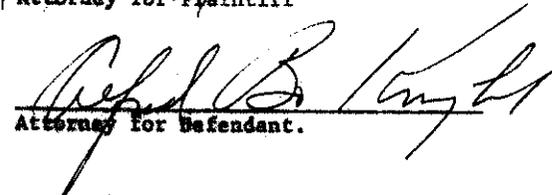
NOW on this 1st day of October, 1957, there came on for hearing the plaintiff's oral motion to dismiss the above captioned matter with prejudice. Plaintiff was represented by his attorney, Earl K. Howe, and the defendant was represented by his attorney, Alfred B. Knight. The Court finds that the plaintiff 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 defendant with prejudice.

ROYCE H. SAVAGE

Judge of the United States District Court.


Attorney for Plaintiff


Attorney for Defendant.

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

JESSE L. MEDLOCK,

Plaintiff,

vs.

EDSEL FORD BONSER,

Defendant.

4301 CIVIL

FILED

OCT - 8 1957

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

ORDER OF DISMISSAL

Now on this 1st day of October, 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, Earl K. Howe, and the defendant was represented by his 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 defendant with prejudice.

ROYCE H. SAVAGE

Judge of the United States District Court


Attorney for Plaintiff,

Attorney for Defendant.

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

G. C. STALEY and NORA STALEY,)
)
 Plaintiffs,)
)
 versus)
)
 JESSIE WEBBER KENNEDY,)
)
 Defendants.)

NO. 4184 - Civil

FILED

OCT 1 0 1957

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

FINDINGS OF FACT
AND
JUDGMENT.

FINDINGS OF FACT:

The Court, having heard the evidence introduced herein by the respective parties and the arguments of counsel and being fully advised in the premises now makes and enters the following findings of fact:

1. The Court has jurisdiction over the subject matter of this action and the parties hereto by reason of diversity of citizenship and requisite amount in controversy.

2. The Court finds that the Plaintiffs, G. C. Staley and Nora Staley, husband and wife, by Warranty Deed made, executed and delivered on December 9, 1921, did grant bargain, sell and convey unto Jessie Webber, a single woman, now Jessie Webber Kennedy, the following real property situated in Cleveland County, State of Oklahoma, to-wit:

"Lots One (1) and Two (2), and the South Half (1/2) of the Northeast Quarter (1/4) of Section Five (5), Township Seven (7), Range One (1) West, containing 169 acres, more or less, EXCEPT one-half (1/2) of all oil rights to above place",

which Warranty Deed was first recorded in the Deed Records of Cleveland County, Oklahoma, on February 13, 1922 in Book 55 page 199, and thereafter re-recorded in Book 71 at page 572 on April 26, 1929.

3. The Court finds that an actual controversy of a justiciable nature has recently arisen between the parties hereto involving the import and meaning of the exception and reservation contained in said Warranty Deed, which exception and reservation by its terms reads as follows, to-wit:

"Except 1/2 of all oil rights to above place".

4. The Court finds that the exception and reservation above recited is ambiguous insofar as natural gas, casinghead gas and gasoline are concerned. This ambiguity has, however, been resolved by and between the parties hereto by their contemporary construction thereof and the Court finds that such reservation was intended to be, and is, effective insofar as it applies to oil rights only, and as such did not, and does not, reserve unto the Grantors by said Warranty Deed any right, title or interest in or to the natural gas, casinghead gas, or gasoline which may be produced and saved from the said lands or any rights to lease said lands for the production of such natural gas, casinghead gas, or gasoline.

5. The Court finds that the reservation of "oil rights" was intended to be, and is, a reservation of 1/2 of the oil, as that term is defined in Title 52 O.S. 1951, Sec. 86.1 (e), which may be produced from the said lands, together with all of the usual and customary rights necessary and/or incident to the exploration for, drilling for, production, saving and selling of petroleum and petroleum products from and upon the described lands, including, but not by way of limitation, the right to lease said lands for the purposes of exploring for, drilling for, producing, saving and selling crude petroleum oil and any other hydrocarbons.

6. The Court finds that the Plaintiffs are not barred from prosecuting this action by reason of laches.

JUDGMENT:

It is ORDERED, ADJUDGED and DECREED, that Plaintiffs are the owners of an undivided one-half (1/2) of the oil rights, including all rights incident and/or necessary to the exploration for, drilling for, production, saving and selling of oil, as the term is defined in Title 52 O.S. 1951, Section 86.1 (e), in, to, and upon the following described real property situated in Cleveland County, State of Oklahoma, to-wit:

"Lots One (1) and Two (2), and the South Half (1/2) of the Northeast Quarter (1/4) of Section Five (5), Township Seven (7), Range One (1) West, containing 169 acres, more or less, EXCEPT one-half (1/2) of all oil rights to above place".

by virtue of that certain reservation contained in Warranty Deed dated December 9, 1921, executed by G. C. Staley and Nora Staley, his wife, to Jessie Webber recorded on February 13, 1922, in book 55, page 199, and re-recorded in book 71, at page 572 on April 26, 1929.

It is further ORDERED, ADJUDGED and DECREED that the costs of this action be taxed against and paid by Plaintiffs.

Done in open court this 8th day of Oct. 1957.

(L) Royce H. Sarago
U.S. DISTRICT JUDGE.

OK
Nolly L. Anderson
att. for defendant

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

Nellie Mae Garwood,
Plaintiff,
v.
Southland Life Insurance
Company,
Defendant.

No. 4227-C

FILED

OCT 9 1957

ORDER

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

For good cause shown, and upon application of
plaintiff, the within cause hereby is dismissed with preju-
dice to any future action, at the cost of defendant.

Dated this 9th day of October, 1957.

/s/ 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 JOLENE 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. 4049

FILED

OCT - 4 1957

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

JOURNAL ENTRY OF JUDGMENT

This cause came on for further hearing upon this 3rd day of October, 1957, at which time the plaintiff appeared by its attorney, Sanders, McElroy & Smith, and the defendant, Daniel B. McWhirt, appeared by his attorney, W. R. Fulton, and the defendant, Helen McWhirt, appeared by her attorneys, Trower, Ferguson & Gaither, and the defendant, Sherry Jolene McWhirt appeared by her attorneys, Trower, Ferguson & Gaither, and the defendants, Jack Shafer, Bill L. Shafer and Jack McKenna, individually and as co-partners, d/b/a Shafer Tire & Appliance Company, appeared by their attorneys, Gable, Gotwals & Hays, upon a written stipulation signed by all parties stating that all of the claims arising out of the pickup truck accident described in plaintiff's Petition and that all liability arising out of plaintiff's automobile liability insurance policy No. BLP-53307, issued to General Leasing Corporation, to all parties herein has been satisfied and that all issues herein raised are now moot and that judgment should be entered adjudicating and decreeing that there is no liability upon the part of the plaintiff to the defendants and each of them arising out of said accident and out of said insurance policy.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND
DECREED by the Court that the plaintiff, General Casualty Company of
America, a corporation, has discharged all of its liability to the defendants
and each of them arising out of automobile insurance policy No. BLP-53307,
issued to General Leasing Corporation, for an accident occurring in the
month of June, 1956, whereby defendants Daniel B. McWhirt, Helen McWhirt
and Sherry Jolene McWhirt were injured as a result thereof, and that there
is no further liability to pay, indemnify or defend upon the part of the
plaintiff to the defendants and each of them.

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

Royce W. Savage
Judge of the United States District
Court in and for the Northern District
of Oklahoma

APPROVED:

Helen McWhirt
Helen McWhirt, individually, and as
mother and next friend of Sherry
Jolene McWhirt

Daniel B. McWhirt
Daniel McWhirt

SANDERS, McELROY & SMITH

By: Samuel H. Sanders
Attorneys for Plaintiff

TROWER, FERGUSON & GAITHER

By: Jack J. Gaither
Attorneys for Defendants
Helen McWhirt and Sherry
Jolene McWhirt

W. R. Fulton
W. R. FULTON, Attorney for
Daniel McWhirt

GABLE, GOTWALS & HAYS

By: Jack Hays
Attorneys for Jack Shafer, Bill
L. Shafer and Jack McKenna, individually
and as co-partners, d/b/a Shafer Tire and
Appliance Company