

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

Nellie Mae Garwood,

Plaintiff,

vs.

Travelers Insurance Company,

Defendant.

No. 4154-Civil

**FILED**

OCT 11 1957

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

All issues involved herein having been fully settled and compromised, it is hereby stipulated and agreed between the parties that the plaintiff, Nellie Mae Garwood, may, and she does hereby dismiss the above styled and numbered action with prejudice to the right to bring a future action.

Dated this 10th day of October, 1957.

Nellie Mae Garwood  
Plaintiff

James Wesley Skipp & Bailey  
Attorney for Plaintiff

R. D. Hudson  
Attorney for Defendant

IT IS HEREBY ORDERED that the above styled and numbered action be dismissed with prejudice this 10th day of October, 1957.

rdh/mrh

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

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

Mrs. Willie Lewis, )  
Plaintiff, )  
- vs - )  
Frank E. Ricks, I. W. Wilson, )  
George A. Roehr d/b/a George A. )  
Roehr Co., and Tulsa City Lines, )  
Inc., a foreign corporation, )  
Defendants. )

No. 4209 Civil **FILED**

OCT 11 1957

J U D G M E N T

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

The plaintiff having heretofore dismissed her complaint against all of the defendants named above except the defendant, Frank E. Ricks, this action came on regularly for trial on the 4th day of October, 1957, against Frank E. Ricks, and, Robert R. Cress and Dean H. Smith appearing as counsel for the plaintiff and Donald Church appearing as counsel for the defendant, a jury of twelve persons was regularly impaneled and sworn to try said action, and witnesses on the part of the plaintiff and defendant were duly sworn and examined. After hearing the evidences, the arguments of counsel and instructions of the court, the jury retired to consider their verdict and subsequently returned into court with the verdict signed by their foreman, and being called, answered to their names and say:

"We, the jury, find in favor of the plaintiff and assess her damages at \$2,000.00."

WHEREFORE, it is ordered, adjudged and decreed, that the plaintiff have and recover from the defendant the sum of TWO THOUSAND DOLLARS (\$2,000.00) with interest thereon at the rate of six per cent per annum from the date hereof, until paid, together with plaintiff's costs incurred in this action.

W. R. Wallace  
District Judge

Approved as to form:

Robert R. Cress  
Attorney for Plaintiff

Donald Church  
Attorney for Defendant

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

Rosella Riggin,

Plaintiff, )

vs. )

WORLD INSURANCE COMPANY,  
a corporation,

Defendant. )

Civil No. 4069

**FILED**

**OCT 15 1957**

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

D I S M I S S A L

Upon application of the parties involved, this cause  
is dismissed with prejudice.

Dated this 15th day of October, 1957.

/s/ ROYCE H. SAVAGE  
United States District Judge

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

TOLLIE DEAN, Administrator of the Estate of )  
OTIS DEAN, Deceased, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
WERTON IMMANUEL JONES and LILLIAN )  
DOGANS, )  
 )  
Defendant. )

No. 4099

**FILED**  
OCT 15 1957  
NOBLE C. HOOD  
Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT

The above styled case came on in its regular order for trial before the Honorable Royce Savage, Judge, and the jury having been impaneled, Plaintiff presented his testimony. At the conclusion of Plaintiff's testimony, the Defendant Jones moved to dismiss Plaintiff's cause of action which motion was sustained. With approval of the Court and opposing counsel, cross-action of Defendant Jones was dismissed without prejudice, and the cause of action against Defendant Doggans was also dismissed.

THEREFORE, it is the order of the Court that the above styled case shall be dismissed.

151 Royce H. Savage  
Royce Savage, Judge



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

JACK WHITEKER and BERTA L. WHITEKER, )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 LIBERTY MUTUAL FIRE )  
 INSURANCE COMPANY )  
 )  
 Defendant. )

No. 4289 Civil

✓  
**FILED**

OCT 16 1957

H

MOTION FOR DISMISSAL

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

Comes now the plaintiffs through their attorneys of record, Loeffler,  
Loeffler & Allen, and the defendant, by and through their attorneys of record,  
Rucker, Tabor, and Cox, jointly move the court to dismiss the above entitled  
action with prejudice for the reason that said cause has now been compromised  
and disposed by and between the parties herein.

LOEFFLER, LOEFFLER & ALLEN

By: *David Hoeffler*  
Attorneys for plaintiff  
116 West 6th  
Bristow, Oklahoma

RUCKER, TABOR & COX

By: *Joseph A Sharp*  
Attorneys for defendant  
608 Wright Building  
Tulsa, Oklahoma

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

JACK WHITEKER and BERTA L.  
WHITEKER, )  
)  
)  
Plaintiff, )  
)  
)  
vs. )  
)  
)  
LIBERTY MUTUAL FIRE )  
INSURANCE COMPANY, )  
)  
)  
Defendant. )

No. 4289 Civil

**FILED**

OCT 16 1957

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

ORDER

Now on this <sup>th</sup> 16 day of October, 1957, upon the joint motion of the parties herein, court being advised that said cause has been settled and disposed by and between the parties, it is ordered that the same is hereby dismissed with prejudice to the plaintiff's rights to prosecute a further action.

It is therefore ordered, judged and decreed, that this action be dismissed with prejudice to the plaintiff's rights herein to file and prosecute another action.

Royce H. Savage  
Royce H. Savage  
United States District Judge  
Northern District of Oklahoma



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

UNITED STATES FIDELITY & GUARANTY  
COMPANY, a corporation,

Plaintiff,

-vs-

QUAPAW COMPANY, a corporation,  
TULASCO CONSTRUCTION COMPANY, INC.,  
a corporation, and ODELL KLUTTS,

Defendants.

Civil No. 4203

**FILED**

OCT 17 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 17th day of October, 1957, at which time the plaintiff appeared by its attorneys, Sanders, McElroy & Smith, and the defendant, Quapaw Company, appeared by its attorneys, Wallace, Wallace and Owens, and the defendants, Tulasco Construction Company, Inc. and Odell Klutts, appeared by their attorneys, Griffin & Caldwell. The Court, after having heard and considered testimony of witnesses and being fully advised in the premises, finds that this Court has jurisdiction of the parties hereto and of the subject matter hereof. The Court further finds that there is a balance due and owing from the Tulasco Construction Company, Inc. to the Quapaw Company on the contract of May 25, 1956 for the sum of \$7,742.32 and that the Quapaw Company is entitled to recover a judgment jointly and severally on said contract and the bond of the plaintiff for the performance thereof against the defendant, Tulasco Construction Company, Inc., and the plaintiff, United States Fidelity & Guaranty Company, jointly and severally, for the sum of \$7,742.32. The Court further finds that the plaintiff is entitled to be reimbursed for the expenses it has incurred in handling the claim asserted by the Quapaw Company against the Tulasco Construction Company, Inc. for the sum of \$500.00 and for the further sum of the judgment rendered herein as against it for the sum of \$7,742.32, and that by terms of the indemnification agreement that the plaintiff is entitled to have and recover a judgment of and from the defendants, Tulasco Construction

Company, Inc. and Odell Klutts, jointly and severally, for the sum of \$8,242.32. The Court further finds that defendant Quapaw Company on November 28, 1956 filed a claim with the Bureau of Public Roads of the United States of America covering the claims it had and that Tulasco Construction Company has and that other sub-contractors have arising out of the performance of the principal contract with the Bureau of Roads, and that the Quapaw Company was acting as agent for the Tulasco Construction Company, Inc. and other sub-contractors in filing said claim, and that the Quapaw Company agrees to and will account to and pay to the Tulasco Construction Company for all monies received from the Bureau of Public Roads of the United States of America for and on behalf of the defendant Tulasco Construction Company, Inc. and the plaintiff. The Court further finds that the plaintiff is entitled to the lien upon the monies received by Quapaw Company from the Bureau of Public Roads for the use and benefit of the defendant Tulasco Construction Company, Inc. until the defendants, Tulasco Construction Company, Inc. and Odell Klutts, have paid the judgment to the plaintiff herein rendered for the sum of \$8,242.32, and that after said amount has been paid in full the Quapaw Company shall then pay the balance, if any, to the defendant Tulasco Construction Company, Inc. The Court further finds that the plaintiff, United States Fidelity & Guaranty Company, did in open court pay the defendant, Quapaw Company, the sum of \$7,742.32 in satisfaction of the judgment rendered against it and the Tulasco Construction Company, Inc.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that the defendant, Quapaw Company, have and recover a judgment of and from the defendant, Tulasco Construction Company, Inc. and the plaintiff, United States Fidelity & Guaranty Company, jointly and severally, for the sum of \$7,742.32, and that the plaintiff has in open court paid the sum of \$7,742.32 to the defendant, Quapaw Company, in satisfaction of said judgment, and that the plaintiff and the defendant, Tulasco Construction Company, Inc., are hereby and by these presents released, discharged and set free of and from

all liability arising therefrom.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant, Tulasco Construction Company, Inc., has discharged all of its liability to the defendant, Quapaw Company, arising out of a road construction sub-contract dated May 25, 1956, and that the plaintiff, United States Fidelity & Guaranty Company, has discharged all of its liability to the Quapaw Company arising out of and occasioned by the performance bond given to the Quapaw Company on behalf of the Tulasco Construction Company, Inc. to guarantee performance of said construction contract.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, United States Fidelity & Guaranty Company, a corporation, have and recover a judgment of and from the defendants, Tulasco Construction Company, Inc. and Odell Klutts, jointly and severally, for the sum of \$8,242.32.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant, Quapaw Company, shall account to and shall pay to defendant, Tulasco Construction Company, Inc., and plaintiff, United States Fidelity & Guaranty Company, all monies received from the Bureau of Public Roads of the United States of America for and on behalf of Tulasco Construction Company, Inc. and that plaintiff shall have a lien thereon for the judgment herein rendered in its favor and against Tulasco Construction Company, Inc. until paid in full and then said proceeds shall be paid to Tulasco Construction Company, Inc.

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

*Royal H. George*  
\_\_\_\_\_  
JUDGE OF THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

APPROVED:

SANDERS, McELROY & SMITH

By: *David H. Sanders*  
\_\_\_\_\_  
Attorneys for Plaintiff

WALLACE, WALLACE & OWENS

By: *John R. Wallace*  
\_\_\_\_\_  
Attorneys for Defendant  
Quapaw Company

GRIFFIN & CALDWELL

By: *Robert E. Caldwell*  
\_\_\_\_\_  
Attorneys for defendants  
Tulasco Construction Company, Inc.,  
a corporation, and Odell Klutts

FILED

OCT 17 1957

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

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

Sam Warrs,	:	
	:	
Plaintiff,	:	
-vs-	:	No. 4220
	:	
	:	Civil.
The Atchison, Topeka and Santa	:	
Fe. Railway Company, a corporation,	:	
	:	
Defendant.	:	

ORDER OF DISMISSAL

NOW, on this 17th 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, Sam Warrs, the sum of Three Thousand Dollars (\$3,000.00) in full settlement, release and satisfaction of plaintiff's cause of action set forth in the petition herein, and that said plaintiff has accepted said sum in full satisfaction, release and discharge of his cause of action and claim against the defendant, and the Court, after due consideration, finds that said dismissal should be approved.

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

(S) Royce H. Savage  
JUDGE.

ALLOWED TO FORM:

(S) Preston Moore  
Attorney for Plaintiff

Ermy Flynn Anderson  
Valjean Biddison  
Attorneys for Defendant.

FILED

OCT 17 1957

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

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

CHARLES BROSCH, JR., et al.,	Plaintiffs,	} Civil No. 3640
vs.		
FRED B. KROGER, et al.,	Defendants.	

ORDER SUBSTITUTING PARTY DEFENDANT

NOW on this 17<sup>th</sup> day of October, 1957 Grayce Trahin Kroger, Executrix of the Estate of Fred B. Kroger, deceased, having moved to be substituted for said deceased as a party defendant herein,

IT IS ORDERED that Grayce Trahin Kroger, Executrix of the Estate of Fred B. Kroger, deceased, be and she hereby is substituted for Fred B. Kroger as a party defendant herein.

(S) Rayne H. Savage  
District Judge

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

MRS. R. O. CLARK,

Plaintiff,

v.

SERVICE PIPE LINE COMPANY,

Defendant.

Civil No. 4190

**FILED**

OCT 18 1957

JUDGMENT

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

On this 4th day of October, 1957, came plaintiff in person by her attorney, Fred Tillman, and also came the defendant by its attorney, Walter B. Hall, and this cause came on for trial in its regular order before a jury of twelve good men, who being duly empanelled and sworn, well and truly to try the issues joined between plaintiff and defendant and a true verdict render according to the evidence; and having heard the evidence, the charges of the court and the argument of counsel, rendered their verdict in favor of plaintiff and against defendant in the sum of Fifteen Hundred Dollars (\$1500).

It is therefore considered, ordered and adjudged by the court that the said plaintiff have and recover from the said defendant the sum of Fifteen Hundred Dollars (\$1500), together with costs of this action, taxed at \$ None, for which let execution issue.

*Raymond H. Savage*  
Judge of the District Court

Approved:

*Fred Tillman*  
Attorney for Plaintiff

Approved:

*Walter B. Hall*  
Attorney for Defendant

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

MARY SUE SCHEER,  
Plaintiff,  
vs.  
TULSA CITY LINES, a  
Delaware corporation,  
Defendant.

Civil No. 4247

**FILED**

OCT 21 1957

DECREE

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

The above entitled cause came on for trial on the 16th day of October, 1957. Plaintiff appeared in person and by her counsel, Jack N. Hays and Arthur E. Rubin. Defendant appeared by its counsel, Joseph M. Best.

After the hearing of the evidence and following argument of counsel, the Court did, on the 17th day of October, 1957, make oral findings generally for the plaintiff and determined the amount of damages to be \$2,825.00, on which defendant should receive credit in the amount of \$325.00 for sums already paid. Both parties waived the filing of written findings and conclusions of law by the court, which waiver is approved by the Court.

IT IS, THEREFORE, DECREED that plaintiff shall have judgment against the defendant in the amount of \$2,500.00, and her costs herein.

Royce H. Savage  
Judge

APPROVED IN FORM:

Jack N. Hays  
Attorney for Plaintiff

Joseph M. Best  
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

Dorothy L. Cotton, Administratrix of the  
Estate of Lloyd L. Cotton, deceased,

Plaintiff,

vs.

The United States of America,

Defendant.

No. 3983 - Civil

**FILED**

OCT 24 1957

J U D G M E N T

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

NOW, on this 24<sup>th</sup> day of October, 1957, upon trial of  
this cause and pursuant to the Findings of Fact and Conclusions of Law  
filed herein,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the  
plaintiff have and recover nothing from the defendant.

\_\_\_\_\_  
U.S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

FRANK GRIGGS,

Plaintiff,

vs.

TIDEWATER OIL COMPANY, a  
corporation, et al,

Defendants.

No. 4194

**FILED**

OCT 25 1957

ORDER FOR JUDGMENT OF DISMISSAL  
FOR FAILURE TO PROSECUTE

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

On this 16th day of October, 1957, it is hereby,

ORDERED, that the Plaintiff's Complaint in this action be  
dismissed for failure of Plaintiff to diligently prosecute and  
that a judgment be entered accordingly.

UNITED STATES DISTRICT JUDGE

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

PAULINE K. FLINT,  
Plaintiff,  
VS.  
UNITED STATES OF AMERICA,  
Defendant.

No. 4,050 - CIVIL

**FILED**

OCT 25 1957

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 25<sup>TH</sup> day of October, 1957.

BY ROYCE H. SAVAGE  
United States District Judge

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

Warren C. Rausch,

Plaintiff,

vs.

George C. Swaney,

Defendant.

)  
)  
) No. 4160 Civil  
)  
)  
**FILED**

OCT 3 1 1957

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

J U D G M E N T

This cause comes on for trial upon its merits this the 11th day of October, 1957. The parties appeared by their respective counsel of record and having announced ready for trial the court impaneled a jury to try the issues of fact in this cause. The testimony having all been introduced and the jury having been charged and instructed by the court as to the law of the case, the cause was submitted to the jury for its determination. The jury returned in open court its verdict in favor of the defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the plaintiff take nothing and the defendant have judgment for his costs herein expended.

  
U. S. District Judge

14 Approved as to form:

  
Attorney for Plaintiff

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

Robby Cook,

Plaintiff,

Lawyer Stores, Incorporated, a  
Corporation, and William P. Roderick,

Defendants.

No. 4365 Civil

FILED

OCT 31 1957

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

ORDER

Now on this the 8th day of September, 1957, this matter comes on for hearing upon the motion to dismiss of the defendant William P. Roderick and the plaintiff's motion to remand this cause to the state court. The court has taken these matters under advisement until the 24th day of

October, 1957, the court having reviewed the premises, finds and considers that plaintiff's motion should be granted, and the same is hereby overruled.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the motion to dismiss of the defendant William P. Roderick is sustained and plaintiff's cause of action against the said William P. Roderick is dismissed.

  
W. E. District Judge

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

Floretta Cook,

Plaintiff,

vs.

No. 4266 Civil

Safeway Stores, Incorporated, a  
Corporation, and William P.  
Roderick,

Defendants.

**FILED**

OCT 8 1 1957

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

ORDER

Now on this the 6th day of September, 1957, this matter comes on to be heard on the motion to dismiss of the defendant William P. Roderick and the plaintiff's motion to remand this cause to the state court. The court upon that day took these matters under advisement until the 24th day of October, 1957.

And now on this the 24th day of October, 1957, the court having been fully advised in the premises, finds and concludes that plaintiff's motion to remand this cause should be, and the same is hereby overruled.

IT IS HEREOFRE ORDERED, ADJUDGED AND DECREED that the motion to dismiss of the defendant William P. Roderick is sustained and plaintiff's cause of action as against the said William P. Roderick is dismissed.

  
\_\_\_\_\_  
U. S. District Judge

rdh/mrh



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

Gene Ray Cook, an infant 4 years of age who sues  
by his mother, Loretta Cook, as next friend,

Plaintiff,

vs.

Safeway Stores, Incorporated, a Corporation,  
and William P. Roderick,

Defendants.

No. 4268 Civil

**FILED**

OCT 3 1 1957

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

ORDER

Now on this 6th day of September, 1957, this matter comes on  
to be heard upon the motion to dismiss of the defendant William P. Roderick  
and upon plaintiff's motion to remand this cause to the state court. The  
court upon that day took these matters under advisement until the 24th day  
of October, 1957.

And now on this the 24th day of October, 1957, the court having  
been fully advised in the premises, finds and concludes that plaintiff's motion  
to remand this cause should be, and the same is hereby overruled.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that  
the motion to dismiss of the defendant William P. Roderick is sustained and  
plaintiff's cause of action as against the said William P. Roderick is dismissed.

  
\_\_\_\_\_  
U. S. District Judge

rdh/mrh

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

EDWIN A. ELLIOTT, REGIONAL DIRECTOR  
OF THE SIXTEENTH REGION OF THE NATIONAL  
LABOR RELATIONS BOARD, FOR AND ON BEHALF  
OF THE NATIONAL LABOR RELATIONS BOARD,

Petitioner,

-vs-

TULSA GENERAL DRIVERS, WAREHOUSEMEN AND  
HELPERS, LOCAL UNION No. 523, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA,  
AFL-CIO,

Respondent.

Civil No. 4330

**FILED**

NOV -1 1957

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

ORDER DENYING TEMPORARY INJUNCTION

Now on this 16th day of October, 1957, there came on for hearing before the undersigned United States District Judge the Petition filed herein by the above named Petitioner seeking a temporary injunction against the above named Respondent, the Petitioner appearing by its attorney, Joseph Nachman, and the Respondent appearing by its Executive Secretary, Gordon L. Shyrock, and its attorneys, Irvine E. Ungerman and Maynard I. Ungerman, and all parties having announced ready for trial the Petitioner proceeded to introduce the testimony of witnesses sworn and examined in open Court and upon resting his cause the Respondent interposed a motion for judgment and which motion for judgment, after due consideration by the Court, was sustained as to the matter of the ambulatory picketing involved herein and overruled as to the matters affecting the posting of a notice which Petitioner claimed was in violation of the National Labor Relations Act, as amended. Thereupon the Respondent proceeded to introduce the testimony of witnesses sworn and examined in open Court and after both sides rested their respective causes and after argument by counsel, the Court, being well and fully advised in the premises finds that the Petitioner's prayer for a temporary injunction should be denied in its entirety.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THIS COURT that the Petitioner's prayer for a temporary injunction as against the Respondent herein be and the same is hereby denied

in its entirety, to all of which the Petitioner excepted and exceptions  
are hereby allowed.

19 W.R. Wallace  
UNITED STATES DISTRICT JUDGE

Approved as to Form:

Stephen Leonard

Attorneys for Petitioner

David E. Ungerman

Maxwell Ungerman  
Attorneys for Respondent.



IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

FILED

NOV - 6 1957

E. S. HEYSER, JR. }  
vs. }  
BASIL GEORGES }

NOBLE C. HOOD  
CIVIL ACTION NO. 4167 Clerk, U. S. District Court

ORDER OF DISMISSAL ON MOTION OF PLAINTIFF

Now on this 6th day of November, 1957, comes the said plaintiff by his attorney Conan Cantwell, and there upon motion, and after hearing statements of counsel concerning the mutual settlement of this action, it is ordered by the court that this cause be and the same is dismissed with prejudice to plaintiff's right to bring a new action in his behalf.

Royal W. Savage  
Judge of the District Court

Approved as to form.

Conan Cantwell  
Attorney for Plaintiff

R. L. Dainson Jr.  
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF OKLAHOMA

NATIONAL FIRE INSURANCE COMPANY  
OF HARTFORD, a corporation,

Plaintiff,

vs.

NO. 4179

SERVICE ENGINEERING COMPANY,  
a corporation,

Defendant.

FILED

NOV - 6 1957

J U D G M E N T

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

Now on this 6th day of OCTOBER, 1957, the above styled and numbered  
cause coming on for further hearing before the court and the plaintiff appear-  
ing by Farmer, Woolsey, Flippe & Bailey, Attorneys, by Robert J. Woolsey and  
Thomas W. Brown, and the defendant appearing by Jones & Wilde, Attorneys, by  
Jimmy K. Jones and John N. McCune, Attorney, and the court having made findings  
of fact and conclusions of law herein, the court finds that judgment should be  
entered in favor of the defendant denying recovery by the plaintiff upon its  
petition.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the  
defendant have judgment against the plaintiff denying recovery upon the petition  
of the plaintiff and that the defendant have further judgment for its costs to  
be taxed herein, to all of which the plaintiff excepted.

Ray H. Savage  
U. S. District Judge

O.K.

Robert J. Woolsey  
Attorneys for Plaintiff

O.K.

John N. McCune  
Attorneys for Defendant

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

VERNON JUNIOR PITTS, )  
 )  
Plaintiff ) No. 4219  
 )  
-vs- ) Civil  
 )  
THE ATCHISON, TOPEKA AND )  
SANTA FE RAILWAY COMPANY, )  
a corporation, )  
 )  
Defendant )

**FILED**  
NOV 6 1957  
NOBLE C. HOOD  
Clerk, U.S. District Court

J U D G M E N T

In accordance with the Findings of Fact and Conclusions of Law entered herein, judgment is hereby rendered in favor of plaintiff, Vernon Junior Pitts, and against the defendant, The Atchison, Topeka and Santa Fe Railway Company, a corporation, in the sum of \$40,000.00. (Forty Thousand and no/100 Dollars).

Dated this 6th day of November, 1957.

Raymond Savage  
Judge



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

Hollis A. Feacher, Annie P. Feacher,  
Irma Kirby and Elmer E. Feacher,

Plaintiffs,

No. 3435 Civil

J. H. Barnes,

Defendant.

**FILED**

NOV 13 1957

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

JUDGMENT

The court having entered its findings of fact and conclusions of law and judgment as follows:

IT IS HEREBY ADJUDGED AND DECREED that the plaintiff Hollis A. Feacher have and recover from the defendant, J. H. Barnes, judgment in the sum of \$4254.00; that Annie P. Feacher have and recover from the defendant, J. H. Barnes, judgment in the sum of \$4254.00; that Irma Kirby have and recover from the defendant, J. H. Barnes, judgment in the sum of \$4254.00; and that Elmer E. Feacher have and recover from the defendant, J. H. Barnes, judgment in the sum of \$4254.00, all with interest at the rate of six per cent (6%) per annum from the date of the judgment.

Dated this 8th day of November, 1957.

*Loyce Savage*  
U. S. District Judge

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

CLEO BURROUGH, )  
 )  
 Plaintiff )  
 )  
 -vs- )  
 )  
 C. E. CANTRELL, )  
 )  
 Defendant )

Civil Action  
No. 4257

**FILED**

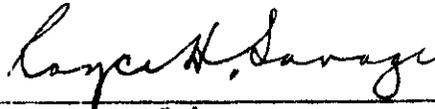
NOV 13 1957

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

ORDER OF DISMISSAL

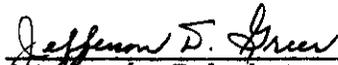
NOW, on this 13th day of November, 1957, this cause comes on for hearing on pre trial; plaintiff appeared by her attorneys Robert J. Woolsey and C. R. Nixon, and the defendant, C. E. Cantrell, appeared by Jefferson G. Greer, defendant's attorney, and the Court having heard statement of counsel, the plaintiff moves to dismiss the plaintiff's cause of action without prejudice at the cost of the plaintiff. The defendant objected to said dismissal but the Court found that if plaintiff dismissed the plaintiff's cause of action that the defendant's cause of action should be dismissed because of lack of jurisdictional amount. The amount of the counter-claim being the sum of \$1,000.00.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff's cause of action against the defendant be dismissed without prejudice at the cost of the plaintiff and that the defendant's counter-claim be dismissed.



Judge

APPROVED AS TO FORM:

  
Attorney for Defendant

  
Attorney for Plaintiff

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**

NOV 14 1957

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

ORDER APPROVING SALE OF PERSONAL

PROPERTY

Now on this 14<sup>th</sup> day of November, 1957, this matter coming for hearing on the return of sale of personal property heretofore authorized by the Receiver and the Receiver having filed his report that he has received from the Pioneer Corporation the sum of \$1,325.00 for the furniture and fixtures as described in the application heretofore filed herein, and the sale of which was directed by order of this Court under date of November 1, 1957, and the Court being well and sufficiently advised, finds that the Receiver acted in accordance with the orders of this Court and that the sale of the office furniture and fixtures to the Pioneer Corporation for the sum of \$1,325.00 should be and the same is hereby approved and confirmed, said sale covering the furniture and fixtures described in the application heretofore filed herein.

Bryce A. Savage  
United States District Judge

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

RUTH T. HELLENDER,

Plaintiff,

vs.

CHARLES R. JOHNSON,

Defendant.

CIVIL ACTION

NO. 4250

**FILED**

NOV 15 1957

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

JOURNAL ENTRY OF JUDGMENT

Now on this 13th day of November, 1957, this cause comes on for hearing upon pre-trial and the plaintiff being present by her attorneys, Shidler & Threadgill, by William J. Threadgill, and the defendant being present by his attorney, Tom Durham, the Court proceeds to hear the statement of the parties concerning the merits of the action and the law applicable thereto.

The Court finds that the defendant has no defense to the action of the plaintiff either in fact or in law and the plaintiff is entitled to judgment. Upon motion of counsel, the Court grants judgment to the plaintiff for the sum sued for in the petition and for a further sum of \$250.00 per month for August, September and October, 1957.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff do have and recover judgment against the defendant in the amount of \$14,897.50.00 and plaintiff's costs herein expended.

*Royce H. Savage*  
\_\_\_\_\_  
J U D G E

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4307

One 1955 Oldsmobile Holiday Coupe, Motor  
No. V606312, its tools and appurtenances;  
One 12-gauge shotgun, single barrel, and  
One full box of 12-gauge shotgun shells,

Respondents,

Thomas Jefferson Jones and Essie Jones,

Claimants.

FILED

NOV 15 1957

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

J U D G M E N T

On this 15 day of November 1957, pursuant to Findings of Facts 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 1955 Oldsmobile Holiday Coupe, Motor No. V606312, its tools and appurtenances; one 12-gauge shotgun, single barrel; and one full box of 12-gauge shotgun shells, and impersonam as against the claimants, Thomas Jefferson Jones and Essie Jones, of Tulsa, Oklahoma, divesting them of all right, title, and interest in the aforescribed property, and placing title and possession of said property in the libelant, United States of America, and that said 1955 Oldsmobile, gun, and shells are ordered delivered over, upon payment of storage costs, to the Regional Commissioner, Internal Revenue Service, Treasury Department, Dallas, Texas, pursuant to the application filed herein under Section 304 of the Liquor Law Repeal and Enforcement Act (49 Stat. 880; 40 U.S.C. 3041) 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.

*15 Royce H. Savage*  
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 REITZ,

Plaintiff,

-vs-

REPUBLIC DRILLING COMPANY, a Texas Corporation,

Defendant.

No. 3936

FILED

NOV 20 1957

NOBLE C. HOOD

Clerk, U.S. District Court

ORDER CONFIRMING SALE OF PERSONAL PROPERTY AT PRIVATE SALE, FREE AND CLEAR OF LIENS, TAXES AND ENCUMBRANCES

BE IT REMEMBERED:

On the 18th day of November, 1957, at 9:30 o'clock A. M. this matter came on regularly to be heard, pursuant to notice, on the Receiver's Return of Private Sale and Application for Confirmation, and, thereupon, for cause shown, said hearing was by this Court continued to the 20th day of November, 1957, at 9:30 o'clock A. M.

At Tulsa, Oklahoma, within the Northern District of Oklahoma on this 20th day of November, 1957, this matter again comes on for hearing before the undersigned, Royce H. Savage, United States District Judge, on the Receiver's Return of Private Sale and Application for Confirmation. The Receiver, W. C. Berry, appeared in person and by his attorneys, John T. Gibson and Irvine E. Ungerman. The following parties appeared in person:

no other persons or claimants appeared.

Thereupon the Court examined the files and the Receiver's Return and Report of Sale and finds that pursuant to an Order of this Court dated October 18, 1957, W. C. Berry, as Receiver, was authorized to sell certain Personal Property, belonging to this Estate, at Private Sale, upon sealed bids, without warranty, but free and clear of all liens, taxes and

encumbrances, said property being more particularly identified and described in "Exhibit A", attached to the Application of W. C. Berry, Receiver, for Order for Sale of Personalty at Private Sale; that in the manner therein provided said property was offered for sale by the Receiver at private sale upon written bids; that as a result thereof the Receiver received as the highest and best bid, the bid of J.-B. Investment Company, Tulsa, Oklahoma, for the purchase of said personal property, in the sum of \$56,175.00, which bid was accompanied by a cashier's check as provided by law in the sum of 10 percent of said bid price, which was duly returned to this Court.

The Court further finds that pursuant to the Order dated October 18, 1957, F. A. Street, Claude Misel and A. H. Crenshaw were appointed Appraisers and said Appraisers duly made an appraisal of said personal property and filed herein their appraisal showing said property to be of the appraised value of \$84,050.00.

The Court further finds that pursuant to the Order of October 18, 1957, hearing of the Receiver's Return and Application for Confirmation was set for the 18th day of November, 1957, at 9:30 o'clock A. M.; that the Receiver duly gave notice of said hearing by publication thereof in the Tulsa Daily World, a newspaper regularly published for Tulsa County, Oklahoma, and within the Northern District of Oklahoma, further notifying all persons that in the absence of any objections thereto the bid of \$56,175.00 obtained from J - B Investment Company for said personal property of the Receivership Estate, as described and set forth in "Exhibit A" attached to the Application of W. C. Berry, Receiver, for Order of Sale of Personalty at Private Sale, on file in the office of the United States District Court Clerk at Tulsa County, Oklahoma, would be confirmed by this Court, free and clear of all taxes, liens, claims and encumbrances unless a bona fide offer in writing, accompanied by a cashier's check in the amount equal to 10 percent of said bid price was received by the Receiver, or upon hearing of said Application, or made in open Court at the time of hearing, which guaranteed at least a 10 percent increase over said bid of \$56,175.00 and not less than two-thirds of the appraised value. The Court finds that due and proper notice has in all respects

been given and same is hereby approved. The Court further finds that the proceedings had herein and the sale of said personal property by the Receiver is regular and legal in all respects and in accordance with the Orders of this Court and the Statutes in such case made and provided.

Thereupon the Court proceeded to examine the bid made by said J-B Investment Company and finds that it is in proper form; that said bid is more than two-thirds (2/3) of the appraised value of said personal property; that the bid of \$56,175.00 is probably not sufficient to completely liquidate all mortgages, liens, encumbrances, expenses of sale and administration and taxes but that said bid is fair and reasonable and is the highest and best bid obtainable and that it is to the best interest of this estate and of all parties concerned that the said bid be accepted by the Receiver and the sale of the above described personal property be approved and confirmed by this Court, and that said property be sold free and clear of taxes, liens, mortgages and encumbrances. The Court further finds that the said bid price of \$56,175.00 exceeds the total of all mortgage claims and liens as against said personal property; and there being no objection thereto, and no adverse interest being present, the Court finds that the Receiver's Application for Confirmation should be sustained and said sale confirmed and approved.

**IT IS, THEREFORE ORDERED AND DECREED:**

1. That the Receiver, W. C. Berry, accept the bid of J-B Investment Company, of Tulsa, Oklahoma, in the sum of \$56,175.00 for the purchase of certain personal property of the receivership estate, consisting of 3 Rotary Drilling Rigs and Rig Assemblies, automotive and miscellaneous equipment, all as more particularly described and set forth in an inventory identified as "Exhibit A", attached to Application of W. C. Berry, Receiver, for Order for Sale of Personalty at Private Sale, on file in this cause, and which, by reference, is made a part of this Order without warranty, but free and clear of all liens, mortgages, taxes, claims and encumbrances and that the sale of said personalty be and the same is hereby confirmed, upon receipt by the Receiver of the balance of said purchase price in full.

2. That the Receiver be and he is hereby directed, upon receipt of the full purchase price, to convey by proper Receiver's Bill of Sale to said J - B Investment Company the title of the Receiver to said personal property, without warranty.

3. The Receiver is further directed to hold and keep the proceeds derived from the sale of said personal property segregated, separate and distinct, and said proceeds held by the Receiver shall stand in the place and stead of said personal property, and subject to the payment of fees, costs and expenses in consummating said sale and impressed with such mortgages, liens, and encumbrances, if any, which had affixed to said personal property prior to October 18, 1957, and prior to the order of this Court authorizing said sale.

4. That upon transfer of said liens to the proceeds of sale, the Receiver shall apply for and obtain proper Order of this Court as to priority of mortgages, liens, and encumbrances attaching to said funds, and for the payment and distribution of the proceeds derived therefrom. Upon distribution thereof the Receiver shall in all cases acquire and obtain from all parties receiving payment, proper Releases of mortgages, judgments, liens or claims, if any they have against said personal property, and from the proceeds thereof to which the lien now attaches.

  
United States District Judge

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

**FILED**

NOV 20 1957

Massachusetts Bonding and Insurance  
Company, A Foreign Insurance Co.,  
Plaintiff,  
vs.  
St. Paul Fire and Marine Insurance  
Company, A Foreign Insurance Co.,  
Defendant.

NOBLE C. HOOD  
Clerk, U. S. District Court  
No. 4214-Civil

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This cause was tried to the court and without a jury. The court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. The plaintiff is a corporation organized and existing under the laws of the State of Massachusetts. The defendant is a corporation organized and existing under the laws of the State of Minnesota, and is duly authorized and licensed to conduct business and issue policies of indemnity insurance in the State of Oklahoma.

2. The court adopts as its findings of fact necessary to a determination of the rights of the parties the written stipulations of the parties filed in the case.

CONCLUSIONS OF LAW

1. This court has jurisdiction of the subject matter of this action because of diversity of citizenship, and has jurisdiction of the parties.

2. Plaintiff Massachusetts Bonding and Insurance Company was obligated under the provisions of its policy to appear for and defend its insured, Layman and Sons Contractors, in the action commenced in the District Court of Tulsa County by Bob Joe Hughes.

3. The settlement of the action pending in the District Court of Tulsa County by Bob Joe Hughes against Layman and Sons Contractors by the plaintiff Massachusetts Bonding and Insurance Company in behalf of its insured, Layman and Sons Contractors was a compromise settlement in the amount of \$2500.00 of the entire liability, if any, of Layman and Sons Contractors to the plaintiff therein, Bob Joe Hughes.

4. It is unnecessary to conclude whether Layman and Sons Contractors was likewise an insured of St. Paul Fire and Marine Insurance Company under the provisions of the "omnibus clause" of its policy issued to Woodrow Thurman, doing business as Poteau Trucking Company, for the following reasons:

A. If Layman and Sons was not an additional insured under the policy issued by St. Paul Fire and Marine Insurance Company to Woodrow Thurman doing business as Poteau Trucking Company, then neither Layman and Sons Contractors nor its liability insurer, Massachusetts Bonding and Insurance Company, have any rights as against the defendant St. Paul Fire and Marine Insurance Company.

B. Assuming that Layman and Sons Contractors was likewise an insured of St. Paul Fire and Marine Insurance Company under its policy, then in that event as to Layman and Sons Contractors the plaintiff Massachusetts Bonding and Insurance Company and defendant St. Paul Fire and Marine Insurance Company were co-insurers and their respective obligations to the insured, Layman and Sons Contractors, is determined by the provisions in each policy with regard to other insurance.

5. The provisions of both policies with regard to other insurance limits the liability of each company to the insured, Layman and Sons Contractors, to each insurer's proportionate share. Neither company would have any obligation to Layman and Sons Contractors to discharge the latter's liability, if any, to Bob Joe Hughes in excess of its proportionate share of such liability.

6. In paying to Bob Joe Hughes the entire liability of Layman and Sons Contractors, plaintiff paid in excess of its obligation to its insured, Layman and Sons Contractors, as such obligation is limited by the other insurance provision of its policy.

7. As to the payment of any sum in excess of its liability as limited by the other insurance clause, plaintiff acted as a mere volunteer and not under the compulsion of a legal obligation.

8. Neither the doctrine of subrogation nor of contribution is available in equity to one who is a mere volunteer in paying a debt of another.

9. Insofar as the injured third party was concerned, plaintiff's insured, Layman and Sons Contractors, and defendant's insured, Woodrow Thurman, doing business as Poteau Trucking Company, were joint tortfeasors.

10. Assuming them both to have been guilty of the negligence charged against each in the separate actions maintained by Bob Joe Hughes, such alleged negligence was concurrent and constituted them to be joint tortfeasors in pari delicto as between themselves and neither of them may have indemnity from the other.

Judgment is therefore entered in favor of the defendant and against the plaintiff, with defendant to have its costs.

Dated this 20<sup>th</sup> day of November, 1957.

18 Royce H. Savage  
JUDGE OF THE DISTRICT COURT

APPROVED:

18 Joe Francis  
ATTORNEY FOR PLAINTIFF

18 James W. Shepherd  
ATTORNEY FOR DEFENDANT

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

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

Plaintiff

v.

RALPH HIGGS, doing business as  
TELEPHONE & RADIO MESSAGE EXCHANGE,

Defendant

CIVIL ACTION

File No. 4234

FILED

NOV 20 1957

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

ORDER

Now on this 20th day of November, 1957, it appearing to  
the Court that the defendant has stipulated that he will comply with the  
provisions of the Fair Labor Standards Act of 1938, as amended, and it  
further appearing to the Court that parties have further stipulated  
that the above styled and numbered cause may be dismissed without preju-  
dice and without cost to either party, it is, therefore,

ORDERED, ADJUDGED AND DECREED THAT the above styled and num-  
bered cause be, and it hereby is, dismissed without prejudice and with-  
out cost to either party.

151 Royce W. Savage  
United States District Judge

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

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA, a Corporation,

Plaintiff,

vs.

KENNETH G. ESCOTT and EDNA RUTH  
RISCHERT, as Guardian of the Person  
and Estate of MARGARET A. LYNCH,

Defendants.

No. 4288 CIVIL

**FILED**

NOV 20 1957

J U D G M E N T

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

Upon the findings of fact and conclusions of law heretofore entered;

IT IS ORDERED, ADJUDGED AND DECREED by the court that the plaintiff, The Prudential Insurance Company of America, be, and it is hereby discharged from any and all liability to any of the defendants herein under, or in connection with its insurance policy numbered 99 898 041 on the life of Kenneth G. Escott, and under or in connection with its check No. A 16701, in the amount of \$565.50, dated September 17, 1954, payable to Margaret Lynch, and said insurance policy and check are hereby ordered delivered to the plaintiff herein for cancellation, and are hereby cancelled.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the restraining order heretofore issued herein restraining the defendants from instituting or prosecuting any action against the plaintiff on said insurance policy be made permanent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the defendant and cross-petitioner, Kenneth G. Escott, be, and he is hereby granted judgment for the proceeds of the above policy deposited in the registry of this court, and the Clerk of this court is ordered to make payment of the balance of the fund deposited herein to said defendant, after the deduction of expenses hereinafter allowed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the plaintiff have its costs herein in the amount of \$37.10, and that the attorneys

for the plaintiff be allowed a fee in the sum of \$75.00, the same to be paid to Gable, Gotwals & Hays, attorneys for plaintiff, out of the funds now in the registry of the court.

Dated this 20<sup>th</sup> day of November, 1957.

151 Royce W. George  
United States District Judge

O.K. Plaintiff  
Gable, Gotwals & Hays  
by S. Douglas Fox  
Attorneys for Plaintiff

O.K. Defendant  
Rushin, Tabow & Cox  
by Joseph F. Glass  
Attorneys for Defendant

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4399

One 1955 Chevrolet 210 Tudor,  
Motor No. 0186071F5500, its  
tools and appurtenances,

Respondent,

Lewis Bradley, General Motors  
Acceptance Corporation and  
Hess Chevrolet Company,

Claimants.

FILED

NOV 20 1957

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

J U D G M E N T

Pursuant to Findings of Fact and Conclusions of Law, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the respondent 1955 Chevrolet 210 Tudor, Motor No. 0186071F5500, its tools and appurtenances, be and the same are hereby forfeited to the United States of America, and the claim of General Motors Acceptance Corporation for remission or mitigation of forfeiture of this respondent is hereby denied. The Claimants, Lewis Bradley, General Motors Acceptance Corporation and Hess Chevrolet Company, have no claim, right, title, or interest whatsoever in respondent vehicle. Upon payment of the costs of seizure and storage of the respondent vehicle, the U. S. Marshal for the Northern District of Oklahoma shall deliver the respondent vehicle to the Regional Commissioner of Internal Revenue, Treasury Department, Dallas, Texas, pursuant to application filed herein under Sec. 104 of the Liquor Law Enforcement and Enforcement Act (40 Stat. 880; 40 U.S.C. 3041), as amended by Sec. 104(a) of the Federal Property and Administrative Service Act of 1949, as amended (63 Stat. 380; 5 U.S.C. 630a), upon payment of costs of seizure and storage on the respondent vehicle.

ROYCE H. SAVAGE  
United States District Judge

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

CONSOLIDATED ELECTRODYNAMICS  
CORPORATION, a corporation,  
Plaintiff,  
vs.  
MIDWESTERN INSTRUMENTS, INC.,  
a corporation,  
Defendant.

No. 3850 Civil

**FILED**

NOV 22 1957

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

FINAL JUDGMENT

The above cause having come on regularly for trial before the Court and having been duly submitted for consideration and decision, and the Court, after due deliberation having rendered its decision and made and filed its findings of fact, conclusions of law and order for judgment.

Now therefore, pursuant thereto it is ordered, adjudged and decreed:

1. That U. S. Letters Patent No. 2,599,661 which was granted to Plaintiff on June 10, 1952, for "Suspension Galvanometer and Magnet Assembly" is invalid as to all claims thereof, to-wit: Claims 1 to 9 inclusive of said patent.

2. That aside from any issue of validity, the Defendant is not guilty of nor liable for contributory infringement of the claims of said patent by virtue of the manufacture, use or sale of its Model 112 galvanometer carrier.

3. That Plaintiff take nothing by this action;  
that the action be and it is hereby dismissed on the merits;  
that the Defendant have and recover from Plaintiff its  
costs and disbursements expended in this action; and that  
the Defendant have execution therefor.

Dated this 22 day of <sup>Nov.</sup>~~September~~, 1957.

  
\_\_\_\_\_  
U. S. District Judge

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

Amray Mid-Continent Oil Corporation,  
formerly Seaway Oil Corporation, for the  
use and benefit of Standard Insurance  
Company,

Plaintiff,

vs.

Fluor Corporation, Ltd., and  
Pacific Indemnity Company,

Defendant.

No. 3949 Civil

FILED

NOV 22 1957

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

J U D G M E N T

22nd  
Now on this the 20th day of November 1957, pursuant to the  
findings of fact and conclusions of law this date made and entered by  
the court, the court finds and concludes that the motion of the defendant  
for summary judgment should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED  
that plaintiff take nothing and that defendants have judgment for their  
costs herein expended.

*OK as to form  
Thomas J. Palmer  
Atty for Ptf*

*Pepper H. Savage*  
U. S. District Judge

rdh/mrh

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

THE FIDELITY & CASUALTY COMPANY  
OF NEW YORK,

Plaintiff,

-vs-

DAVID KENT WILLIAMSON, PATRICIA BURCH  
WILLIAMSON, MAXINE WILLIAMSON, HENRY  
BOLLINGER, BETTY BURCH BOLLINGER,  
CHARLES HERZOG II, CHARLES D. HERZOG,  
GENEVIEVE HERZOG, and THEODORE F. THOMPSON,

Defendants.

No. 4229 - Civil

FILED

NOV 25 1957

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

JOURNAL ENTRY OF JUDGMENT

This cause came on for hearing on this 25 day of November,  
1957, at which time the plaintiff appeared by its attorneys, Sanders,  
McElroy & Smith, and the defendant, David Kent Williamson, appeared  
by his Guardian ad litem and attorney, Hughey Baker, and the defendant,  
Maxine Williamson, appeared by her attorney, Hughey Baker, and the  
defendant, Henry Bollinger, appeared by his Guardian ad litem, Robert  
Shepherd, and his attorneys, Rucker, Tabor & Cox, and the defendant,  
Charles Herzog, II, appeared by his Guardian ad litem, Robert Shepherd,  
and his attorneys, Rucker, Tabor & Cox, and the defendants, Patricia  
Burch Williamson, Betty Burch Bollinger, Charles D. Herzog, and  
Genevieve Herzog, appeared by their attorneys, Rucker, Tabor & Cox,  
and the defendant, Theodore F. Thompson, appeared by his attorney,  
Robert Reynolds. Findings of fact and conclusions of law having  
heretofore been made and entered by the Court, the Court finds that  
judgment should be entered in favor of the plaintiff and against all the  
defendants, adjudicating and decreeing that the payment of the sum of  
\$104,585.20 by the plaintiff to the Clerk of this Court discharges the

plaintiff of and from all liability to pay monies to the defendant and exonerates and discharges the plaintiff of and from all liability arising out of its Policy No. KA-32144, issued to the defendant, Theodore F. Thompson, to all of the defendants, arising out of an accident occurring on November 27, 1955, near Sky Ranch Restaurant, Tulsa, Oklahoma, wherein the defendants, save and except defendant, Theodore F. Thompson, sustained personal injuries and damages, save and except the obligation on the part of the plaintiff to defend the defendant, Theodore F. Thompson, against suits now pending or hereafter filed by his other co-defendants herein against him under Paragraph II (Defense) of said policy. The Court further finds that a judgment should be entered in favor of the defendant, Charles Herzog, II, for the sum of \$104,562.90, and that the Clerk should be ordered and directed to pay same from the monies now on deposit in this case and that judgment should be entered in favor of the defendant, Charles Herzog and Genevieve Herzog, for the sum of \$14.10 and that the Clerk of this Court should be ordered and directed to pay said sum to them from the said monies and that further judgment should be entered in favor of the defendant, David Kent Williamson, for the sum of \$8.20, and that the Clerk of this Court should be ordered and directed to pay him said sum.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, The Fidelity & Casualty Company of New York, by the payment of the sum of \$104,585.20 has paid in full all of its liability to pay monies on behalf of the defendant, Theodore F. Thompson, for an accident occurring on November 27, 1955, near Sky Ranch Restaurant in Tulsa, Oklahoma, to the defendants, and that such payment to the Clerk of this Court exonerates and discharges the plaintiff of and from all liability arising out of its policy No. KA-32144, issued to the defendant, Theodore F. Thompson, to all of defendants and each of them, for liability arising out of and occasioned by the aforesaid described accident, save and except the obligation upon the part

of the plaintiff to defend only the defendant, Theodore F. Thompson, against suits now pending or hereafter filed by his co-defendants against him, said defense being provided by Paragraph II (Defense) of said policy.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant, Charles Hersog<sup>II</sup>, have and recover said judgment of and from his co-defendants, for the sum of \$104,562.90, and that Noble Hood, Clerk of this Court, be and is hereby and by these presents ordered and directed to pay said defendant the sum of \$104,562.90 from the monies now on deposit in this cause.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court, that the defendants, Charles Hersog and Genevieve Hersog, have and recover judgment of and from their co-defendants for the sum of \$14.10 and Noble Hood, the Clerk of this Court, be and is hereby ordered and directed to pay said defendant the sum of \$14.10 from monies now on deposit in this cause.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant, David Kent Williamson, have and recover a judgment of and from his co-defendants, for the sum of \$8.20, and that Noble Hood, Clerk of this Court, be and he is hereby ordered and directed to pay said defendant the sum of \$8.20 from monies now on deposit in this cause.

Done in open Court the day and year above written.

151 Royce L. Luman  
JUDGE OF THE UNITED STATES DISTRICT COURT  
IN AND FOR NORTHERN DISTRICT OF OKLAHOMA

APPROVED:

SANDERS, McELROY & SMITH

By: 151 David H. Sanders  
Attorneys for Plaintiff.

DAVID KENT WILLIAMSON

By: 151 Hughen Baker  
Hughen Baker, Guardian ad litem  
and his attorney.

MAXINE WILLIAMSON

By: /s/ Hughy Baker  
Hughy Baker, her attorney

HENRY BOLLINGER

*as to Farm*  
By: /s/ Robert Shepherd  
Robert Shepherd, Guardian Ad Litem.

CHARLES HERZOG, II.

*as to Farm*  
By: /s/ Robert Shepherd  
Robert Shepherd, Guardian ad litem

RUCKER, TABOR & COX

*as to Farm*  
By: /s/ Robert Shepherd  
Attorneys for Defendants, Patricia Burch  
Williamson, Henry Bollinger, Betty Burch  
Bollinger, Charles Herzog II, Charles D.  
Herzog and Genevieve Herzog.

*as to farm*  
/s/ Robert W. Reynolds  
ROBERT W. REYNOLDS,  
Attorney for Theodore F. Thompson

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

BONNIE JOE FLEETWOOD,

Plaintiff

vs.

ST. LOUIS-SAN FRANCISCO RAILROAD  
COMPANY, a corporation, et al.,

Defendants.

No 4305 Civil

**FILED**

NOV 27 1957

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

ORDER REMANDING

The motion of plaintiff to remand this suit to the District Court of Tulsa County, State of Oklahoma, coming on for hearing on the 24th day of October, 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, State of Oklahoma, be and the same is hereby sustained, and the cause is hereby remanded to the District Court of Tulsa County, for further proceeding.

Dated at Tulsa, Oklahoma this 26th day of November, 1957.

ROYCE H. SAVAGE

Judge.

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

RUDDOLPH LENTZ,

Plaintiff,

vs.

ST. LOUIS-SAN FRANCISCO RAILROAD  
COMPANY, a corporation, et al.,

Defendants.

No. 4306 Civil

**FILED**

NOV 27 1957

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

ORDER REMANDING

The motion of plaintiff to remand this suit to the District Court of Tulsa County, State of Oklahoma, coming on for hearing on the 24th day of October, 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, State of Oklahoma, be and the same is hereby sustained, and the cause is hereby remanded to the District Court of Tulsa County, for further proceeding.

Dated at Tulsa, Oklahoma, this 26th day of November, 1957.

ROYCE H. SAVAGE  
Judge

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

ORVEN GANN, )  
Plaintiff, )  
vs. )  
R. F. BERNARD, )  
Defendant. )

No. 4345

**FILED**

NOV 27 1957

ORDER OF DISMISSAL

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

NOW on this 26th day of November, 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, Vernon A. Brown, 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.

*Brown & Garrison, attys*  
*by Vernon A. Brown*  
\_\_\_\_\_  
Attorney for Plaintiff

*Royce H. Savage*  
\_\_\_\_\_  
Judge of the United States District Court

*Alfred B. Knight*  
\_\_\_\_\_  
Attorney for Defendant

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

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

ADELAIDE L. COOKE,  
Plaintiff,

-vs-

PAULINE LUNDY, individually and  
as Executrix of the Estate of  
ROY B. LUNDY, Deceased,  
DEPENDANT.

No. 4043

FILED

DEC 2 1957

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

JOURNAL ENTRY  
OF  
FINDINGS OF FACT,  
CONCLUSIONS OF LAW  
AND  
FINAL JUDGMENT BY THE COURT

THIS MATTER came on to be heard before me, the undersigned Judge of the United States District Court for the Northern District of Oklahoma, on the 23rd day of September, 1957, the same being a regular day of Court, the parties having appeared in person and by their respective attorneys, and the Court having heard the testimony of witnesses and evidence submitted, and being fully advised in the premises, FINDS:

I

THAT A CONTRACT was entered into by and between the plaintiff, ADELAIDE L. COOKE, and ROY B. LUNDY, deceased, whereby ROY B. LUNDY agreed to leave a one-fourth interest into all of that property of which he died seized to the plaintiff, ADELAIDE L. COOKE.

II

THAT SAID CONTRACT was oral and without a written memorandum thereof.

III

THAT THE SOLE CONSIDERATION paid by said ADELAIDE L. COOKE for the agreement of ROY B. LUNDY, deceased, was a one-sixth interest in her mother's Estate, which consideration was a bank deposit in the amount of \$6,715.31, or the sum of \$1,119.25.

IV

1  
2 THAT THE PLAINTIFF failed to file within the time required by law  
3 a claim with the Executrix of the Estate of ROY B. LUNDY, deceased, for a  
4 refund of the consideration given for such agreement.

5 IT IS THEREFORE CONCLUDED, AS A MATTER OF LAW, BY THIS COURT:

6 (a) THAT the contract entered into by and between the plaintiff,  
7 ABELAIDE L. COOKE, and ROY B. LUNDY, deceased, is one which is within the  
8 Statute of Frauds of the State of Oklahoma.

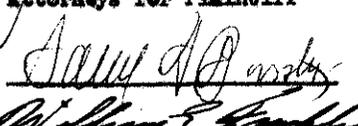
9 (b) THAT the consideration given by the plaintiff for the agree-  
10 ment of ROY B. LUNDY, deceased, to will or devise a one-fourth interest of  
11 that property of which he died seized to plaintiff was of such a nature that  
12 it may be computed in monetary value and is not sufficient to remove said  
13 contract from the Statute of Frauds and therefore specific performance may  
14 not be granted.

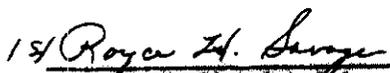
15 (c) THAT the claim of plaintiff for a refund of the consideration  
16 given is a claim arising out of contract, and under the law of the State of  
17 Oklahoma a prerequisite to the allowance of such a claim is the presentation  
18 of the claim to the Executrix of the Estate and disallowance thereof; and  
19 therefore, due to the failure of the plaintiff to file said claim with the  
20 Executrix, this Court is without authority to allow a refund of the  
21 consideration paid.

22 NOW UPON CONSIDERATION of the foregoing, the attorneys for the  
23 parties being present on this the 29th day of November, 1957, BE, AND IT  
24 IS HEREBY ORDERED, ADJUDGED AND DECREED that plaintiff take nothing; that  
25 specific performance of the oral contract be denied, and that the action be,  
26 and it is hereby dismissed on the merits, and that the defendant have and  
27 recover from the plaintiff her costs in this action.

28  
29 APPROVED AS TO FORM:

30   
31 \_\_\_\_\_  
32 Attorneys for Plaintiff

33   
34 \_\_\_\_\_  
Attorneys for Defendant

151   
U. S. District Judge

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4351

An article of drug consisting of 7  
boxes, more or less, each box con-  
taining 2 vials labeled in part:  
(vial "10 cc. Vial Diluent for  
Chorionic Gonadotropin \*\*\* #1)  
Contains 0.5% Phenol \*\*\* 06512 \*\*\*";  
(vial "\*\*\* Chorionic Gonadotropin  
5,000 I.U. \*\*\* #2) For Intramuscular  
Injection Only \*\*\* 06493 \*\*\*",

Claimant.

FILED

DEC - 2 1957

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

DECREE OF CONDEMNATION

On November 7, 1957, a libel of information against the above described article was filed on behalf of the United States of America. The libel alleged that the article proceeded against is a drug, which was introduced into interstate commerce in violation of the Federal Food, Drug, and Cosmetic Act, and was adulterated while being held for sale after shipment in interstate commerce within the meaning of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 351(o), in that its strength differs from that which it purports to be and is represented to possess.

The aforesaid article is in the possession of Kay Pharmaceutical Co., Inc., 1312 North Utica Street, Tulsa, Oklahoma, within the jurisdiction of this Court.

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

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

The Court being fully advised in the premises, IT IS FURTHER ORDERED, ADJUDGED, AND DECREED on like motion that the vials of Ocheric-nic Gonadotropin so seized are adulterated within the meaning of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C., 351 (c), in that its strength differs from that which it purports to be and is represented to possess, and are condemned as forfeited to the United States, and the United States Marshal in and for the Northern District of Oklahoma do forthwith destroy the same and make return of his action to this Court.

Dated this 2<sup>nd</sup> day of December 1957.

ROYCE H. SAVAGE  
United States District Judge

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

FILED

DEC - 2 1957

William E. Rutledge, Trustee of  
the Estate of Theodore Klein,  
a bankrupt,  
Plaintiff,

vs.

Frigidaire Sales Corporation  
and General Motors Acceptance  
Corporation,  
Defendants.

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

No. 4316

FILED

DEC - 2 1957

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

ORDER TO DISMISS COMPLAINT

Upon consideration of the motion of the defendant, Frigidaire Sales Corporation, to dismiss Count No. 1 and Count No. 2 of the Complaint herein on the ground the Complaint fails to state a claim against said defendant upon which relief can be granted, and upon argument of counsel for the respective parties, it is by the Court, on the 25th day of October, 1957,

ORDERED that the Complaint of the plaintiff be and the same is hereby dismissed as to the defendant, Frigidaire Sales Corporation, and it is further

ORDERED that plaintiff be given 20 days to file amended Complaint.

181 Royce H. Savage  
United States District Judge

APPROVED AS TO FORM:

R. P. Colley and Robert O. Bailey

By 181 R. P. Colley  
Attorneys for Frigidaire Sales Corporation

181 F. Paul Thieman, Jr.  
F. Paul Thieman, Jr.  
Attorney for plaintiff

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Aaron C. Roberts and Mildred O. Roberts,

Defendants.

CIVIL NO. 4139

**FILED**

DEC - 6 1957

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

ORDER CONFIRMING MARSHAL'S SALE

NOW, on this 6<sup>th</sup> day of December, 1957, there coming on for hearing the motion of the plaintiff herein to confirm the sale of real property made by the United States Marshal for the Northern District of Oklahoma on the 12th day of November, 1957, under an order of sale issued in this cause out of the office of the Court Clerk for the United States District Court for the Northern District of Oklahoma dated October 3, 1957, of the following described real property, to-wit:

Lot Five (5), Block Five (5), in Nancy Lee Addition to the City of Miami, Ottawa County, State of Oklahoma, according to the amended plat thereof,

and the court having carefully examined the proceedings of the marshal under the order of sale and no one appearing in objection thereto and no exceptions having been filed, finds that due and legal notice of the sale was given by publication once a week for at least five (5) weeks prior to the date of sale in the Afton American, a newspaper published and of general circulation in the County of Ottawa, State of Oklahoma, as shown by the proof of publication on file herein and that on the day fixed therein, the 12th day of November, 1957, the above described real property was sold to the Federal Housing Administration, it being the highest and best bidder therefor.

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

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

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

IT IS FURTHER ORDERED that the Federal Housing Administration, the purchaser of the premises, lands and tenements at said sale, as aforesaid, be immediately let into possession of the premises and each and every part thereof; and the Clerk of this Court is ordered to issue a writ of assistance to the United States Marshal for the Northern District of Oklahoma, directing him to place the Federal Housing Administration, purchaser of the premises, in full possession thereof; and the defendants, and each of them, and every person who has come into possession of the premises, or any part thereof, under the defendants, or either of them, since the commencement of this action, shall upon presentation of such writ of assistance, immediately deliver possession thereof to the purchaser and that the refusal of the defendants, or either of them, or anyone in possession of the premises or any part thereof, under them or either of them, as aforesaid, to deliver immediate possession of the premises to the purchaser, Federal Housing Administration, shall constitute contempt of this Court.

(5) Rayne H. Savage  
UNITED STATES DISTRICT JUDGE

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

**FILED**

THOMAS J. McFARLAND,

PLAINTIFF,

VS.

PAUL T. SKOWERA,

DEFENDANT.

DEC - 6 1957

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

NO. 4 1 8 1 - Civil

J U D G M E N T

NOW on this 17th day of October, 1957, this matter comes on for trial pursuant to assignment by this court; the plaintiff, Thomas J. McFarland, appearing by and through his attorney, Walter Jones; and the defendant, Paul T. Skowersa, appearing by and through his attorneys, the firm of Rucker, Tabor and Cox, and in particular Joseph A. Sharp and Joe Best.

And it having been heretofore stipulated by and between the parties hereto that a jury be waived and said cause be tried before this court upon the depositions of Thomas J. McFarland, Richard C. Cygan, and the Court Reporter's statement of Paul T. Skowersa, defendant herein.

And said depositions and statements having been properly introduced and arguments made by Walter Jones, attorney for plaintiff, and Joe Best, attorney for defendant; and the court having heard said arguments and facts in said cause; finds the issues in favor of the plaintiff, Thomas J. McFarland, and against the defendant, Paul T. Skowersa.

The court further finds that the defendant, Paul T. Skowersa, was negligent in the operation of the vehicle under his control, of which he was the owner, by failing to keep a proper lookout while driving same; and by further driving said vehicle at a dangerous and excessive rate of speed of approximately fifty to fifty-five miles per hour, after having taken his eyes from the road and while attempting to look at a clock located on the dash-board of said vehicle, whereby the said defendant negligently drove said vehicle into a concrete pillar which was supporting a bridge crossing over said highway.

The court further finds that the defense of joint venture or enterprise raised by the defendant, Paul T. Skowers, is without merit for the reason it is not substantiated by the evidence in said cause.

The court further finds that the plaintiff herein received serious, painful and permanent injuries as a result of this accident, consisting of multiple bruises, abrasions and contusions over the body, face and head, together with torn and strained muscles and tendons of the right knee, and a torn and destroyed cartilage of the right knee, resulting in permanent partial disability to the right leg.

The court further finds that said plaintiff makes no claim for medical bills and expenses for the reason that same were assumed by the United States Army, of which plaintiff was a member at the time of said accident.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by this court that the plaintiff, Thomas J. McFarland, have judgment against the defendant, Paul T. Skowers, for the pain and suffering he has endured and will endure in the future, together with the permanent partial loss of use of the right leg, in the total sum of \$4,000.00, together with the cost of this action.

ENTERED this 6<sup>th</sup> day of September, 1957, at Tulsa, Oklahoma.

Royce H. Sprague  
JUDGE

APPROVED AS TO FORM:

Walter Jones  
Attorney for Plaintiff

Joseph G. Shaw  
Attorney for Defendant

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

RICHARD C. CYGAN,  
PLAINTIFF,

VS.

PAUL T. SKOWERA,  
DEFENDANT.

FILED

DEC - 6 1957

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

NO. 4 1 8 2 - Civil

J U D G M E N T

NOW on this 17th day of October, 1957, this matter comes on for trial pursuant to assignment by this court; the plaintiff, Richard C. Cygan, appearing by and through his attorney, Walter Jones; and the defendant, Paul T. Skowera, appearing by and through his attorneys, the firm of Rucker, Taber and Cox, and in particular Joseph A. Sharp and Joe Best.

And it having been heretofore stipulated by and between the parties hereto that a jury be waived and said cause be tried before this court upon the depositions of Richard C. Cygan, Thomas J. McFarland, and the Court Reporter's statement of Paul T. Skowera, defendant herein; and said depositions and statements having been properly introduced, together with the medical bills of the said Richard C. Cygan, which bills are as follows, to-wit:

Bristow Memorial Hospital, Bristow, Oklahoma	\$355.95
Carrie Land, nurse	105.00
Bessie Penn, nurse	75.00
Bates Funeral Home, Bristow, Okla., ambulance	9.00
Dr. D.L. McAllester	250.00

Thereupon all evidence having been introduced and arguments made by Walter Jones, attorney for plaintiff, and Joe Best, attorney for defendant; and the court having heard said arguments and reviewed the evidence in said cause; finds the issues in favor of the plaintiff, Richard C. Cygan, and against the defendant, Paul T. Skowera.

The court further finds that the defendant, Paul T. Skowera,

was negligent in the operation of the vehicle under his control, of which he was the owner, by failing to keep a proper lookout while driving same; and by further driving said vehicle at a dangerous and excessive rate of speed of approximately fifty to fifty-five miles per hour, after having taken his eyes from the road and while attempting to look at a clock located on the dash-board of said vehicle, whereby the said defendant negligently drove said vehicle into a concrete pillar which was supporting a bridge crossing over said highway.

The court further finds that the defense of joint venture or enterprise raised by the defendant, Paul T. Skowera, is without merit for the reason it is not substantiated by the evidence in said cause.

The court further finds that the plaintiff herein received serious, painful and permanent injuries as a result of this accident, consisting of broken ribs, a punctured lung and general bruises, contusions and strained ligaments, muscles and nerves, with a resulting permanent partial disability.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by this court that the plaintiff, Richard C. Cygan, have judgment against this defendant, Paul T. Skowera, for his personal injuries, pain and suffering, doctor and hospital bills, and other damages arising out of this accident in the total sum of \$4,800.00, together with the cost of this action.

ENTERED this 6th day of September, 1957, at Tulsa, Oklahoma.

Royce H. Spry  
JUDGE

APPROVED AS FOR FORM:

Stanton Jones  
Attorney for Plaintiff

Joseph L. King  
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Harold W. Nikkel and  
Georgia Mae Nikkel,

Defendants.

Civil No. 4251

FILED

DEC 9 - 1957

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

J U D G M E N T

On this 9<sup>th</sup> day of December 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell M. Smith, First Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that the defendants are indebted to the plaintiff in the sum of \$1,105.48, plus interest on the principal sum of \$1,145.48 at the rate of four per cent (4%) from June 1, 1954, until paid; that there remains a balance due, owing, and unpaid in the amount of \$1,105.48, plus interest on the principal sum of \$1,145.48 at the rate of four per cent (4%) from June 1, 1954, until paid.

The Court further finds that plaintiff has filed herein an affidavit stating that the defendants are not in the military or naval service of the United States, and that neither is an infant, nor an incompetent, which is found to be true.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Harold W. Nikkel and Georgia Mae Nikkel, for the sum of \$1,105.48, plus interest at the rate of four per cent (4%) on the principal sum of \$1,145.48 from June 1, 1954, until paid, and for costs of this action.

15/ Royal H. George  
United States District Judge

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Nell L. Reed,

Defendant.

Civil No. 4264

FILED

DEC - 9 1957

J U D G M E N T

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

On this 9th day of December 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendant appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

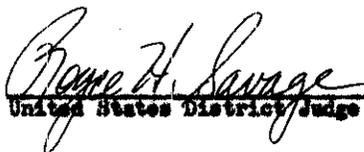
The Court further finds that all allegations of plaintiff's complaint are true; that on August 18, 1952, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendant did make, execute, and deliver to The First National Bank and Trust Company her written promissory note in the sum of \$1,488.99; that the defendant defaulted in the payment of the note, and, in accordance with the provisions of the Federal Housing Administration Act, the note was assigned to this plaintiff; that there is now due and owing upon the note the sum of \$653.35, plus interest thereon at the rate of six per cent (6%) per annum from May 1, 1954.

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

The Court further finds that the note was given for the purpose of paying for permanent improvements on property located at 5 South Olympia, Tulsa, Oklahoma, and by reason thereof is subject to execution and sale for the collection of the judgment.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, Nell L. Reed, in the sum of \$653.35, with interest thereon at the rate of six per cent (6%) per annum from May 1, 1954, until paid, and for its costs; and for further judgment directing the levying of execution upon the above described premises.

Dated this 17th day of December 1957.

  
United States District Judge

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

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

Plaintiff

v.

OIL PRODUCERS AND REFINERS,  
INC.,

Defendant

CIVIL ACTION

File No. 4323 **FILED**  
IN OPEN COURT

DEC -9 1957

J U D G M E N T

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

Now on this 9<sup>th</sup> day of December, 1957, the above entitled and numbered cause came duly on for hearing on plaintiff's motion for judgment by default, pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure, and the court having examined the motion and having been fully advised in the premises, finds that plaintiff's complaint was duly filed herein on September 20, 1957 and that defendant's authorized and designated agent for service having been duly served with summons and complaint, and that no answer or other defense has been filed by the said defendant, and that default was entered on the 20th day of November, 1957 in the records of the office of the clerk of this court, and that no proceedings have been taken by the said defendant since said default was entered, and that defendant is, therefore, in default.

It is, therefore, upon motion of the attorney for plaintiff and for cause shown,

ORDERED, ADJUDGED and DECREED that the plaintiff have and recover from the defendant the sum of \$320.00, together with interest thereon and cost of this action, including the attorney's docket fee provided for by U.S.C., section 1923.

Loyce H. Savage  
United States District Judge

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

**FILED**

DEC 9 - 1957

Nellie Crossno,

Plaintiff, )

vs. )

Charles E. Creekmore,

Defendant. )

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

No. 4324 Civil

ORDER

For good cause shown, it is hereby ordered that  
the above cause be dismissed without prejudice.

/s/ ROYCE H. SAVAGE  
U. S. District Judge

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 James Marshall and )  
 Mary Marshall, )  
 )  
 Defendants. )

Civil No. 4327

**FILED**

DEC - 9 1957

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

J U D G M E N T

On this 9<sup>th</sup> day of December 1957, the above entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendants appearing not, and the Court, having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all the allegations in plaintiff's complaint are true; that on December 16, 1950, for a valuable consideration and in accordance with provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the sum of \$877.89 to Art Roofing and Siding Company; that on February 26, 1953, for a valuable consideration and in accordance with provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the sum of \$161.88 to First Bancredit Corporation; that the defendants defaulted in the payment on each note, and, in accordance with the provisions of the Federal Housing Administration Act, the notes were assigned to this plaintiff; that there is now due and owing upon the first note the sum of \$482.55, plus interest at the rate of six per cent (6%) per annum from August 1, 1951; that there is now due and owing upon the second note the sum of \$79.67, plus interest at the rate of six per cent (6%) per annum from August 15, 1953.

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

The Court further finds that the notes were given for the purpose of paying for permanent improvements on property located at 1645 North Greenwood Place, Tulsa, Oklahoma, and by reason thereof is subject to execution and sale for the collection of the judgment.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, James Marshall and Mary Marshall, for the sum of \$482.55, plus interest at the rate of six per cent (6%) per annum from August 1, 1951, until paid in full, and for the further sum of \$79.67, plus interest at the rate of six per cent (6%) per annum from August 15, 1953, until paid in full, and for its costs, and for further judgment directing the levying of execution upon the above described premises.

  
United States District Judge

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

UNITED STATES OF AMERICA,

Plaintiff

v.

Civil No. 4011

HUMBOLDT-CHICAGO PIPE LINE  
PROJECT, a joint venture;  
RIVER CONSTRUCTION CORPORATION;  
ROGERS & WRIGHT, INC., and  
MID-STATES PIPE AND SUPPLY  
COMPANY, a corporation,

Defendants

and

H. A. PHILLIPS, Trustee of the  
Estate of LEASE SERVICE COMPANY,  
A PARTNERSHIP COMPOSED OF FLOYD  
O. RYALS, R. D. STOSBERG, JR.,  
and H. H. MCGILVRAY, Bankrupt,

Intervener

FILED

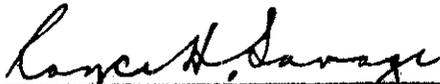
DEC 17 1957

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

J U D G M E N T

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 defendants, severally or jointly, by reason of their failure and refusal to honor the levy of the United States, the amount of \$4,759.44, plus interest at the rate of six per centum per annum from and after January 12, 1956, until paid, as provided by law, and for costs of suit.

  
\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

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

LEE R. BERO, VIOLA HOLLEY BERO,  
and DANNY LEE BERO, a minor, by  
and through his father and next friend  
Lee R. Bero, and EMMCO INSURANCE  
COMPANY, a corporation,

Plaintiffs,

-vs-

VERNAL W. CALDWELL and FRIEND  
TIRE SERVICE COMPANY,

Defendants,

No. 4253 \_ Civil

FILED

DEC 1 1 1957

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

JOURNAL ENTRY OF JUDGMENT

This cause came on for trial before the Court on this 11th day of December, 1957, at which time the plaintiffs appeared by their attorneys, Shidler and Threadgill, and the defendants appeared by their attorneys, Sanders, McElroy & Smith. Both sides in open Court having heretofore waived their right to a trial by jury. The plaintiff, Lee R. Bero, in open Court obtained leave to amend his Complaint by alleging instant that he sustained personal injuries to his person and in particular in the back, which are painful and permanent, by reason thereof he has sustained additional damages in the sum of \$3,000.00. The Court after having allowed the amendment by the plaintiff, Lee R. Bero, and having heard and considered testimony of witnesses and being fully advised in the premises finds that there is a diversity of citizenship between the parties hereto and that the amount in controversy between the parties exceeds the sum of \$3,000.00, and that this Court has jurisdiction over the person and parties of this action and the subject matter hereof. The Court further finds that Danny Lee Bero, is a minor, eighteen months of age, and that the plaintiffs, Lee R. Bero and Viola Holley Bero, have the sole care, custody and control of said minor plaintiff, and that this action is rightfully brought for and on his behalf by

and through his father and next friend, Lee R. Bero. The Court finds the issues in favor of the plaintiffs and against the defendants and each of them and finds that judgment should be entered in favor of the plaintiff, Lee R. Bero, and against the defendants, for the sum of \$66.79, and that judgment should be entered in favor of the plaintiff, Viola Holley Bero, and against the defendants, for the sum of \$66.78, and that judgment should be entered in favor of the plaintiff, Danny Lee Bero, a minor, and against the defendants, for the sum of \$66.78, and in favor of the plaintiff, Emmce Insurance Company, a corporation, and against the defendants, for the sum of \$199.65.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that plaintiff, Lee R. Bero, have and recover a judgment of and from the defendants and each of them for the sum of \$66.79.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Viola Holley Bero, have and recover a judgment of and from the defendants and each of them for the sum of \$66.78.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Danny Lee Bero, a minor, by and through his father and next friend, Lee R. Bero, have and recover a judgment of and from the defendants and each of them for the sum of \$66.78.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Emmce Insurance Company, have and recover a judgment of and from the defendants and each of them for the sum of \$199.65.

Thereupon, in open Court, the defendants delivered the sum of \$400.00 to Noble Hood, Clerk of this Court in full satisfaction of the aforesaid judgment. The Court further finds that the payment by the defendants to the Clerk of this Court of the sum of \$400.00 in cash satisfies said judgments in full and releases and discharges the defendants and each of them of and from all liability arising out of said judgments. The Court further finds that Noble Hood, Clerk of this Court, should be ordered and directed to pay the plaintiff, Lee R. Bero, the sum of \$66.79, and should be ordered and directed to pay

the plaintiff, Viola Holley Bero, the sum of \$66.78, and the plaintiff, Danny Lee Bero, a minor, by and through his father and next friend, Lee R. Bero, the sum of \$66.78, and the plaintiff, Emmco Insurance Company, the sum of \$199.65.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the defendants, Vernal W. Caldwell and Friend Tire Service Company, have paid, satisfied and discharged the judgments herein recovered on this day in favor of the plaintiffs and against the defendants, and that the defendants and each of them are hereby and by these presents discharged of and from all liability herein to go hence without day.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Noble Hood, Clerk of this Court, be and he is hereby and by these presents ordered and directed to pay the plaintiff, Lee R. Bero, the sum of \$66.79, and to pay the plaintiff, Viola Holley Bero, the sum of \$66.78, and to pay the plaintiff, Danny Lee Bero, a minor, by and through his father and next friend, the sum of \$66.78, and to pay the plaintiff, Emmco Insurance Company, the sum of \$199.65.

Done in open Court, this 11th day of December, 1957.

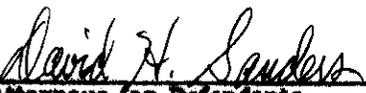
  
\_\_\_\_\_  
JUDGE OF THE UNITED STATES DISTRICT  
COURT IN AND FOR THE NORTHERN DISTRICT  
OF OKLAHOMA.

APPROVED:

SHIDLER & THREADGILL

By:   
\_\_\_\_\_  
Attorneys for Plaintiffs.

SANDERS, McELROY & SMITH

By:   
\_\_\_\_\_  
Attorneys for Defendants.

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

Pearl W. Busby,

Plaintiff,

vs.

United States of America,

Defendant.

CIVIL NO. 4310

**FILED**

DEC 11 1957

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 11th day of December, 1957.

*Loyce H. Savage*

U. S. DISTRICT JUDGE

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

E. A. ADRIAENSSENS,

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY

Defendant,

MARIE EPPERSON,

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

No. 4058 civil

No. 4059 civil

**FILED**

DEC 12 1957

ORDER

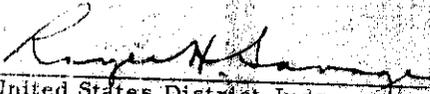
NOBLE C. HOOD  
Clerk, U. S. District Court

Now on this 13<sup>th</sup> day of December, 1957, pursuant to a

Supplemental Motion for new trial having been filed by the Plaintiff herein,  
the motion came on for hearing pursuant to regular assignment and both  
parties being represented by counsel and the court having heard  
argument thereon,

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the  
Supplemental Motion for new trial be, and the same is hereby overruled.

Dated this 13<sup>th</sup> day of December, 1957.

  
United States District Judge

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

JOHN S. CARLSON and  
SARA ANN CARLSON,  
  
Plaintiffs  
  
v.  
  
UNITED STATES OF AMERICA,  
  
Defendant

No. 4119  
Civil

FILED

DEC 13 1957

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

FINDINGS OF FACT AND  
CONCLUSIONS OF LAW

This cause having been submitted to the court on the stipulation of the parties hereto and exhibits admitted in evidence on behalf of the parties hereto and the court having fully considered the evidence as presented and the arguments of counsel as set forth in their respective briefs does now make the following:

FINDINGS OF FACT

1. The allegations of facts contained in plaintiffs' complaint are true.
2. On February 25, 1949, an agreement was made and entered into by and between Cuban Mining & Development Co., S. A., San Knight, Robert T. Brinsmade, George H. Speirs, T. A. Manhart, Clark Millison and John S. Carlson, under the terms of which Cuban Mining & Development Co. agreed to advance \$200,000.00 for the purpose of exploring for oil and gas of which the sum of \$149,500.00 was actually advanced. The remaining partners were to have and at all times owned an undivided three-fourths (3/4ths) interest in the ownership of the oil and gas leases obtained and/or drilled or developed with each partner being the owner and holder of his fractional

interest in each oil and gas lease from the date of acquisition. Cuban Mining & Development Co. would, as between the parties, advance all the funds for the partnership, and it was agreed that it should be repaid for all of the expenditures by receiving the proceeds from all the production until the funds expended had been repaid. The Partnership Agreement provided that each of the partners was the owner of its or his fractional interest in and to the oil and gas leases acquired. John S. Carlson participated in the partnership to the extent of an undivided one-sixteenth (1/16th) interest and owned an undivided one-sixteenth (1/16th) interest in each oil and gas lease prior to, during and after drilling and development thereon.

3. The Partnership Agreement also provided for distribution of partnership funds to John S. Carlson. The first fiscal year of the partnership ended on January 31, 1950. John S. Carlson received the sum of \$6,600.00 from the partnership during that fiscal year as compensation for services rendered under the terms of the Partnership Agreement. All of said amount was reported on the joint return of John S. Carlson and Sara Ann Carlson for the year 1950 as income from the partnership. The partnership sustained intangible drilling and development expenses and incurred a loss for the fiscal year ending January 31, 1950 and John S. Carlson's one-sixteenth share of the intangible drilling and development costs and other incidental expenses attributable to taxpayers' interest in the oil and gas leases from the amount of income from the partnership, John S. Carlson reported a net distributable loss of \$48.46 from the partnership for the fiscal year ending January 31, 1950.

4. While not necessary to this decision, it is to be noted that certain of the oil and gas leases acquired under the

above mentioned Partnership Agreement remain in full force and effect or have been renewed and are productive of oil or gas; that plaintiffs have included all of John S. Carlson's one-sixteenth share of the income from such oil and gas leases in their income tax returns for the years in which such income was received by the partnership even though no distribution of any such income has ever been made to John S. Carlson; and that this income has been taxed to plaintiffs and such taxes have been accepted by the defendant.

5. Within the time prescribed by law the plaintiffs duly made and filed with the Collector of Internal Revenue at Oklahoma City, Oklahoma, then in office, their joint income tax return for the calendar year 1950, and thereafter during the year 1951 duly paid to the Collector of Internal Revenue at Oklahoma City, Oklahoma, then in office, the income tax assessed upon such return. In their joint income tax return for the year 1950 filed as aforesaid, the plaintiffs deducted from gross income as expenses sustained John S. Carlson's one-sixteenth share of the costs deductible as a result of the operations including his share of the intangible drilling and development costs constituting the loss of the partnership in the amount of \$6,648.46.

6. Thereafter, the Commissioner of Internal Revenue caused the aforesaid joint return of the plaintiffs for the year 1950 to be examined and as a result of such examination, the Commissioner determined that there was a deficiency in income tax due from the plaintiffs for the calendar year 1950 in the amount of \$1,749.48 and assessed against the plaintiffs as additional income tax for the calendar year 1950 said sum of \$1,749.48. In reaching his determination that there was a deficiency in income tax due from the plaintiffs for the year 1950, the Commissioner of Internal Revenue refused to allow as a deduction from gross income, the aforesaid loss of \$6,648.46 sustained by the

plaintiff, John S. Carlson, and the entire amount of the deficiency resulted from the refusal of the Commissioner to allow such deduction.

7. Thereafter, the District Director of Internal Revenue, Oklahoma City District, demanded of the plaintiffs the sum of \$1,749.48 as additional income tax for the year 1950. On February 27, 1954, the plaintiffs paid to the defendant and the defendant collected from the plaintiffs an additional income tax for the year 1950, the sum of \$1,749.48.

8. On or about June 28, 1955, and prior to February 27, 1956, the plaintiffs duly and timely filed with the defendant, a claim for the refund of \$1,749.48 alleged to have been erroneously and illegally assessed against and collected from them as income tax for the calendar year 1950.

9. On September 16, 1955, the District Director of Internal Revenue notified the plaintiffs that the findings of the Examining Officers disclosed no grounds for reduction in tax liability.

10. On October 19, 1955, by direction of the Commissioner, the District Director of Internal Revenue notified the plaintiffs by registered mail of the rejection and disallowance in full of the claim for refund.

11. On February 27, 1956, the plaintiffs duly filed with the defendant, a claim for the refund of \$1,749.48, amending the claim for refund filed on or about June 28, 1955, and prior to February 27, 1956, the amount alleged to have been erroneously and illegally assessed against and collected from them as income tax for the calendar year 1950.

12. On August 14, 1956, the District Director of Internal Revenue notified the plaintiffs of the rejection and disallowance of the amended claim for refund.

#### CONCLUSIONS OF LAW

1. The court has jurisdiction of the parties and the subject matter herein.

2. That under the authority of Reynolds v. McMurray (10th Cir.) 60 Fed. 2d 843; 77 Fed. 2d 740, an owner of a fractional interest in and to an oil and gas lease must report as taxable income his proportionate share of the income derived from the property and is entitled to, in the calculation of income derived from the property, to deduct as expenses his proportionate share of the intangible drilling and development costs and other expenses which were advanced on his behalf since he remains responsible for the payment thereof from the proceeds of the properties developed.

3. That the holding of the Circuit Court of Appeals for the 10th Circuit in Reynolds v. McMurray, supra, is controlling in this cause. The loss of \$8,648.46, attributable to John S. Carlson's interest in and to the oil and gas lease was rightfully deducted from gross income by plaintiffs in their income tax return for the year 1950 and the refusal of the Commissioner of Internal Revenue to allow such deduction in determining the income tax liability of the plaintiffs for the year 1950 was erroneous and without warrant in law.

4. That because of the refusal of the Commissioner of Internal Revenue to allow such deduction there has been erroneously and illegally assessed against and collected from the plaintiffs and paid into the Treasury of the United States as income tax for the year 1950 the sum of \$1,749.48.

5. The plaintiffs are entitled to recover against the defendant the sum of \$1,749.48 with interest thereon as provided by law at the rate of six per cent (6%) per annum to a date preceding the date of the refund check by not more than thirty (30) days, such date to be determined by the Commissioner of Internal Revenue.

ORDER FOR JUDGMENT

WHEREFORE, it is considered by this court that the plaintiffs shall have judgment against the defendant for the sum of \$1,749.48 with interest thereon as provided by law at the rate of six per cent (6%) per annum to a date preceding the date of the refund check by not more than thirty (30) days, such date to be determined by the Commissioner of Internal Revenue.

DATED this 11th day of December, 1957.

*15/ Royce W. Savage*  
\_\_\_\_\_  
District Judge

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

T. A. MAUHART and  
VIRGINIA MAUHART,

Plaintiffs

vs.

UNITED STATES OF AMERICA,

Defendant

No. 4120  
Civil

FILED

DEC 13 1957

FINDINGS OF FACT AND  
CONCLUSIONS OF LAW

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

This cause having been submitted to the court on the stipulation of the parties hereto and exhibits admitted in evidence on behalf of the parties hereto and the court having fully considered the evidence as presented and the arguments of counsel as set forth in their respective briefs does now make the following:

FINDINGS OF FACT

1. The allegations of facts contained in plaintiff's complaint are true.
2. On February 25, 1949, an agreement was made and entered into by and between Cuban Mining & Development Co., S. A., Sam Knight, Robert T. Brinsmade, George E. Speirs, T. A. Mauhart, Clark Millisen and John S. Carlson, under the terms of which Cuban Mining & Development Co. agreed to advance \$200,000.00 for the purpose of exploring for oil and gas of which the sum of \$149,500.00 was actually advanced. The remaining partners were to have and at all times owned an undivided three-fourths (3/4ths) interest in the ownership of the oil and gas leases obtained and/or drilled or developed with each partner being the owner and holder of his fractional interest in each oil and gas lease from the date of acquisition. Cuban Mining & Development Co. would, as between the parties, advance all the

funds for the partnership, and it was agreed that it should be repaid for all of the expenditures by receiving the proceeds from all the production until the funds expended had been repaid. The Partnership Agreement provided that each of the partners was the owner of its or his fractional interest in and to the oil and gas leases acquired. T. A. Manhart participated in the partnership to the extent of an undivided one-eighth (1/8th) interest and owned an undivided one-eighth (1/8th) interest in each oil and gas lease prior to, during and after drilling and development thereon.

3. The Partnership Agreement also provided for distribution of partnership funds to T. A. Manhart. The first fiscal year of the partnership ended on January 31, 1950. T. A. Manhart received the sum of \$15,625.00 from the partnership during that fiscal year as compensation for services rendered under the terms of the Partnership Agreement. All of said amount was reported on the joint return of T. A. Manhart and Virginia Manhart for the year 1950 as income from the partnership. The partnership sustained intangible drilling and development expenses and incurred a loss for the fiscal year ending January 31, 1950 and T. A. Manhart's one-eighth (1/8th) share of the intangible drilling and development costs and other incidental expenses attributable to taxpayers' interest in the oil and gas leases from the amount of income from the partnership, T. A. Manhart reported a net distributable loss of \$2,328.08 from the partnership for the fiscal year ending January 31, 1950.

4. While not necessary to this decision, it is to be noted that certain of the oil and gas leases acquired under the above mentioned Partnership Agreement remain in full force and effect or have been renewed and are productive of oil or gas; that plaintiffs have included all of T. A. Manhart's one-eighth

share of the income from such oil and gas leases in their income tax returns for the years in which such income was received by the partnership even though no distribution of any such income has ever been made to T. A. Manhart; and that this income has been taxed to plaintiffs and such taxes have been accepted by the defendant.

5. Within the time prescribed by law the plaintiffs duly made and filed with the Collector of Internal Revenue at Oklahoma City, Oklahoma, then in office, their joint income tax return for the calendar year 1950, and thereafter during the year 1951 duly paid to the Collector of Internal Revenue at Oklahoma City, Oklahoma, then in office, the income tax assessed upon such return. In their joint income tax return for the year 1950 filed as aforesaid, the plaintiffs deducted from gross income as expenses sustained T. A. Manhart's one-eighth share of the costs deductible as a result of the operations including his share of the intangible drilling and development costs constituting the loss of the partnership in the amount of \$13,296.92.

6. Thereafter, the Commissioner of Internal Revenue caused the aforesaid joint return of the plaintiffs for the year 1950 to be examined and as a result of such examination, the Commissioner determined that there was a deficiency in income tax due from the plaintiffs for the calendar year 1950 in the amount of \$5,133.36 and assessed against the plaintiffs as additional income tax for the calendar year 1950 said sum of \$5,133.36. In reaching his determination that there was a deficiency in income tax due from the plaintiffs for the year 1950, the Commissioner of Internal Revenue refused to allow as a deduction from gross income, the aforesaid loss of \$13,296.92 sustained by the plaintiff, T. A. Manhart, and the entire amount of the deficiency resulted from the refusal of the Commissioner to allow such deduction.

7. Thereafter, the District Director of Internal Revenue, Oklahoma City District, demanded of the plaintiffs the sum of \$5,133.36 as additional income tax for the year 1950. On February 27, 1954, the plaintiffs paid to the defendant and the defendant collected from the plaintiffs an additional income tax for the year 1950, the sum of \$5,133.36.

8. On or about June 24, 1955, and prior to February 27, 1956, the plaintiffs duly and timely filed with the defendant, a claim for the refund of \$5,133.36 alleged to have been erroneously and illegally assessed against and collected from them as income tax for the calendar year 1950.

9. On September 16, 1955, the District Director of Internal Revenue notified the plaintiffs that the findings of the Examining Officers disclosed no grounds for reduction in tax liability.

10. On October 19, 1955, by direction of the Commissioner, the District Director of Internal Revenue notified the plaintiffs by registered mail of the rejection and disallowance in full of the claim for refund.

11. On February 27, 1956, the plaintiffs duly filed with the defendant, a claim for the refund of \$5,133.36, amending the claim for refund filed on or about June 24, 1955, and prior to February 27, 1956, the amount alleged to have been erroneously and illegally assessed against and collected from them as income tax for the calendar year 1950.

12. On August 14, 1956, the District Director of Internal Revenue notified the plaintiffs of the rejection and disallowance of the amended claim for refund.

#### CONCLUSIONS OF LAW

1. The court has jurisdiction of the parties and the subject matter herein.

2. That under the authority of Reynolds v. McMurray (10th Cir.) 60 Fed. 2d 843; 77 Fed. 2d 740, an owner of a fractional interest in and to an oil and gas lease must report as taxable income his proportionate share of the income derived from the property and is entitled to, in the calculation of income derived from the property, to deduct as expenses his proportionate share of the intangible drilling and development costs and other expenses which were advanced on his behalf since he remains responsible for the payment thereof from the proceeds of the properties developed.

3. That the holding of the Circuit Court of Appeals for the 10th Circuit in Reynolds v. McMurray, supra, is controlling in this cause. The loss of \$13,296.92, attributable to T. A. Manhart's interest in and to the oil and gas lease was rightfully deducted from gross income by plaintiffs in their income tax return for the year 1950 and the refusal of the Commissioner of Internal Revenue to allow such deduction in determining the income tax liability of the plaintiffs for the year 1950 was erroneous and without warrant in law.

4. That because of the refusal of the Commissioner of Internal Revenue to allow such deduction there has been erroneously and illegally assessed against and collected from the plaintiffs and paid into the Treasury of the United States as income tax for the year 1950 the sum of \$5,133.36.

5. The plaintiffs are entitled to recover against the defendant the sum of \$5,133.36 with interest thereon as provided by law at the rate of six per cent (6%) per annum to a date preceding the date of the refund check by not more than thirty (30) days, such date to be determined by the Commissioner of Internal Revenue.

**ORDER FOR JUDGMENT**

WHEREFORE, it is considered by this court that the plaintiffs shall have judgment against the defendant for the sum of \$5,133.36 with interest thereon as provided by law at the rate of six per cent (6%) per annum to a date preceding the date of the refund check by not more than thirty (30) days, such date to be determined by the Commissioner of Internal Revenue.

DATED this 11th day of December, 1957.

*12/ Royce H. Savage*  
District Judge

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

CLARK MILLISON and )  
GEORGIA MILLISON, )  
 )  
Plaintiffs )  
 )  
vs. )  
 )  
UNITED STATES OF AMERICA, )  
 )  
Defendant )

No. 4121  
Civil

FILED

DEC 13 1957

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

FINDINGS OF FACT AND  
CONCLUSIONS OF LAW

This cause having been submitted to the court on the stipulation of the parties hereto and exhibits admitted in evidence on behalf of the parties hereto and the court having fully considered the evidence as presented and the arguments of counsel as set forth in their respective briefs does now make the following:

FINDINGS OF FACT

1. The allegations of facts contained in plaintiffs' complaint are true.
2. On February 25, 1949, an agreement was made and entered into by and between Cuban Mining & Development Co., S. A., Sam Knight, Robert T. Brinnmade, George H. Speirs, T. A. Manhart, Clark Millison and John S. Carlson, under the terms of which Cuban Mining & Development Co. agreed to advance \$200,000.00 for the purpose of exploring for oil and gas of which the sum of \$149,500.00 was actually advanced. The remaining partners were to have and at all times owned an undivided three-fourths (3/4ths) interest in the ownership of the oil and gas leases obtained and/or drilled or developed with each partner being the owner and holder of his fractional interest in each oil and gas lease from the date of acquisition. Cuban Mining &

Development Co. would, as between the parties, advance all the funds for the partnership, and it was agreed that it should be repaid for all of the expenditures by receiving the proceeds from all the production until the funds expended had been repaid. The Partnership Agreement provided that each of the partners was the owner of its or his fractional interest in and to the oil and gas leases acquired. Clark Millison participated in the partnership to the extent of an undivided one-eighth (1/8th) interest and owned an undivided one-eighth (1/8th) interest in each oil and gas lease prior to, during and after drilling and development thereon.

3. The Partnership Agreement also provided for distribution of partnership funds to Clark Millison. The first fiscal year of the partnership ended on January 31, 1950. Clark Millison received the sum of \$11,875.00 from the partnership during that fiscal year as compensation for services rendered under the terms of the Partnership Agreement. All of said amount was reported on the joint return of Clark Millison and Georgia Millison for the year 1950 as income from the partnership. The partnership sustained intangible drilling and development expenses and incurred a loss for the fiscal year ending January 31, 1950 and Clark Millison's one-eighth share of the intangible drilling and development costs and other incidental expenses attributable to taxpayers' interest in the oil and gas leases from the amount of income from the partnership, Clark Millison reported a net distributable loss of \$1,421.92 from the partnership for the fiscal year ending January 31, 1950.

4. While not necessary to this decision, it is to be noted that certain of the oil and gas leases acquired under the above mentioned Partnership Agreement remain in full force and

effect or have been renewed and are productive of oil or gas; that plaintiffs have included all of Clark Millison's one-eighth share of the income from such oil and gas leases in their income tax returns for the years in which such income was received by the partnership even though no distribution of any such income has ever been made to Clark Millison; and that this income has been taxed to plaintiffs and such taxes have been accepted by the defendant.

5. Within the time prescribed by law the plaintiffs duly made and filed with the Collector of Internal Revenue at Oklahoma City, Oklahoma, then in office, their joint income tax return for the calendar year 1950, and thereafter during the year 1951 duly paid to the Collector of Internal Revenue at Oklahoma City, Oklahoma, then in office, the income tax assessed upon such return. In their joint income tax return for the year 1950 filed as aforesaid, the plaintiffs deducted from gross income as expenses sustained Clark Millison's one-eighth share of the costs deductible as a result of the operations including his share of the intangible drilling and development costs constituting the loss of the partnership in the amount of \$13,296.82.

6. Thereafter, the Commissioner of Internal Revenue caused the aforesaid joint return of the plaintiffs for the year 1950 to be examined and as a result of such examination, the Commissioner determined that there was a deficiency in income tax due from the plaintiffs for the calendar year 1950 in the amount of \$3,202.82 and assessed against the plaintiffs as additional income tax for the calendar year 1950 said sum of \$3,202.82. In reaching his determination that there was a deficiency in income tax due from the plaintiffs for the year 1950, the Commissioner of Internal Revenue refused to allow as a deduction from gross income, the aforesaid loss of \$13,296.82 sustained by

the plaintiff, Clark Millison, and the entire amount of the deficiency resulted from the refusal of the Commissioner to allow such deduction.

7. Thereafter, the District Director of Internal Revenue, Oklahoma City District, demanded of the plaintiffs the sum of \$3,202.82 as additional income tax for the year 1950. On February 27, 1954, the plaintiffs paid to the defendant and the defendant collected from the plaintiffs as additional income tax for the year 1950, the sum of \$3,202.82.

8. On or about June 24, 1955, and prior to February 27, 1956, the plaintiffs duly and timely filed with the defendant, a claim for the refund of \$3,202.82 alleged to have been erroneously and illegally assessed against and collected from them as income tax for the calendar year 1950.

9. On September 16, 1955, the District Director of Internal Revenue notified the plaintiffs that the findings of the Examining Officers disclosed no grounds for reduction in tax liability.

10. On October 19, 1955, by direction of the Commissioner, the District Director of Internal Revenue notified the plaintiffs by registered mail of the rejection and disallowance in full of the claim for refund.

11. On February 27, 1956, the plaintiffs duly filed with the defendant, a claim for the refund of \$3,202.82, amending the claim for refund filed on or about June 24, 1955, and prior to February 27, 1956, the amount alleged to have been erroneously and illegally assessed against and collected from them as income tax for the calendar year 1950.

12. On August 14, 1956, the District Director of Internal Revenue notified the plaintiffs of the rejection and disallowance of the amended claim for refund.

#### CONCLUSIONS OF LAW

1. The court has jurisdiction of the parties and the subject matter herein.

2. That under the authority of Reynolds v. McMurray (10th Cir.) 60 Fed. 2d 843; 77 Fed. 2d 740, an owner of a fractional interest in and to an oil and gas lease must report as taxable income his proportionate share of the income derived from the property and is entitled to, in the calculation of income derived from the property, to deduct as expenses his proportionate share of the intangible drilling and development costs and other expenses which were advanced on his behalf since he remains responsible for the payment thereof from the proceeds of the properties developed.

3. That the holding of the Circuit Court of Appeals for the 10th Circuit in Reynolds v. McMurray, supra, is controlling in this cause. The loss of \$13,296.92, attributable to Clark Millison's interest in and to the oil and gas lease was rightfully deducted from gross income by plaintiffs in their income tax return for the year 1950 and the refusal of the Commissioner of Internal Revenue to allow such deduction in determining the income tax liability of the plaintiffs for the year 1950 was erroneous and without warrant in law.

4. That because of the refusal of the Commissioner of Internal Revenue to allow such deduction there has been erroneously and illegally assessed against and collected from the plaintiffs and paid into the Treasury of the United States as income tax for the year 1950 the sum of \$3,202.82.

5. The plaintiffs are entitled to recover against the defendant the sum of \$3,202.82 with interest thereon as provided by law at the rate of six per cent (6%) per annum to a date preceding the date of the refund check by not more than thirty (30) days, such date to be determined by the Commissioner of Internal Revenue.

ORDER FOR JUDGMENT

WHEREFORE, it is considered by this court that the plaintiffs shall have judgment against the defendant for the sum of \$8,202.82 with interest thereon as provided by law at the rate of six per cent (6%) per annum to a date preceding the date of the refund check by not more than thirty (30) days, such date to be determined by the Commissioner of Internal Revenue.

DATED this 11th day of December, 1957.

151 Royce H. Savage  
DISTRICT JUDGE

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

COLORADO INTERSTATE GAS COMPANY,  
a corporation

Plaintiff

vs.

No. 3784

UNIVERSAL PETROLEUM COMPANY,  
a corporation

Defendant

FILED

DEC 16 1957

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

ORDER AUTHORIZING RECEIVER TO SELL STOCK

Now on this 11<sup>th</sup> day of December, 1957, this matter comes on for hearing upon the application of the receiver herein to sell 101 $\frac{1}{2}$  shares of the common stock of L. P. Gas Transport Company, formerly Wyoming Butane Gas Company, evidenced by certificate No. 21 standing in the name of John H. Poe, Receiver of Universal Petroleum Company, and issued under date of August 13, 1956, for the following consideration:

\$17,500.00 cash;  
One 1952 Fruehauf Semi-trailer, serial #J16-650M;  
Six 1000-gallon storage tanks;  
\$1,000.00 in prepaid transportation charges for the  
account of Universal Petroleum Company or  
Liquefuels, Inc., its subsidiary.

After due consideration and upon examination of the receiver's application and hearing statements of the receiver in support thereof based upon financial data heretofore furnished the receiver, the court finds that the consideration to be paid for this stock is reasonable and that the application of the receiver should be granted.

IT IS THEREFORE ORDERED that John H. Poe, receiver herein, be and he is hereby directed to sell and set over to D. O. Mecklenburg, of Billings, Montana, the 101½ shares of the common stock of L. P. Gas Transport Company, above referred to, and to execute any and all contracts and assignments which in his discretion may be necessary to consummate the sale thereof for the considerations itemized above.

  
Royce H. Savage  
United States District Judge

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

571.28 Acres of Land, More or Less, Situated  
in Rogers County, Oklahoma; Lee Roy Tieper-  
man, et al, and Unknown Others,

Defendants.

No. 4165 Civil

FILED

DEC 18 1957

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

JUDGMENT ON THE VERDICT OF JURY

This cause coming on for trial before me, Royce H. Savage, Judge of this Court, on this 9th day of October, 1957, and the petitioner appearing by Hayden Crawford, United States Attorney, and Hubert A. Marlow, Assistant United States Attorney, for the Northern District of the State of Oklahoma, and the defendants, Lee Roy Tieperman and Joan Tieperman, his wife, appearing by their attorney, Joe Francis, and Mr. Lee Roy Tieperman also appearing in person, and the other defendants appearing not, and both sides having announced ready for trial, and a jury having been duly impaneled and sworn, the parties introduced evidence, and rested, and the jury, having heard the argument of counsel and being instructed by the court, retired to consider their verdict and thereafter returned into open court their verdict finding and fixing the just compensation for the estate taken in this case in the amount of \$106,000.00.

The court finds, and it is adjudged, and decreed that:

The court has jurisdiction of the parties and subject matter of this action.

On or before March 29, 1957, service of process was perfected personally as provided by Rule 71A of the Federal Rules of Civil Procedure on all parties defendant in this cause.

Betty F. Larkin; United States of America, Trustee for the Cherokee Tribe of Oklahoma; and Paul L. Fickinger, Area Director, Office of Indian Affairs, have filed no answer nor other pleading, have made no appearance and are therefore in default herein.

The County Assessor, Board of County Commissioners, and County Treasurer of Rogers County, Oklahoma; Fred Larkin; State of Oklahoma, Ex Rel Oklahoma Tax Commission; Louis Riggs and Lela Riggs; Veterans Affairs Administration; Cherokee Tribe of Indians of Oklahoma; W. W. Kealer, Principal Chief of the Cherokee Nation;

BY THE COURT

and the Cherokee Nation of Oklahoma, have filed disclaimers herein and for that reason have no interest in the real estate herein.

Pursuant to the power of eminent domain, and in accord with the Acts of Congress set out in paragraph 2 of the Complaint herein, the United States of America has the right, power and authority to condemn, for public use, the land described in Exhibit A attached to the Complaint filed herein, and on March 26, 1957, has filed its Declaration of Taking of such described land. Therefore, the land described in Exhibit A attached to the Complaint herein, to the extent of the estate indicated, and for the uses and purposes described in the Declaration of Taking herein is condemned and title thereto is vested in the United States of America, and all defendants herein are forever barred from asserting any claim thereto.

Judgment should be and the same hereby is rendered upon the verdict of the jury as above set out and the just compensation for the estate taken herein, as set out in the Declaration of Taking, is hereby fixed at the sum of \$106,000.00.

The United States of America has heretofore deposited with the Clerk of this court in this cause the sum of \$85,410.00, which has been disbursed to and upon the request of the defendants herein.

The plaintiff and defendants Lee Roy Tieperman and Joan Tieperman, his wife, on the 10th day of July, 1957, agreed that the Tiepermans would reserve the right to remove all improvements and that the final judgment awarding compensation herein should be reduced by the sum of \$3,090.00. That agreement is hereby confirmed.

The defendants, Lee Roy Tieperman and Joan Tieperman, his wife, therefore should have judgment against the United States of America for the difference between the amount deposited and disbursed and the amount of the judgment upon the verdict of the jury, to wit, \$20,590.00, plus interest thereon at 6 per cent per annum from and after the 26th day of March, 1957, until the 10th day of July, 1957, to-wit: \$358.28 interest, making a total of \$20,948.28. From this sum should be deducted \$3,090.00. The defendants therefore should have judgment for \$17,858.28 with interest thereon at 6 per cent from the 10th day of July, 1957, until paid.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the defendants Lee Roy Tieperman and Joan Tieperman, his wife, have and recover judgment against the United States of America in the sum of \$17,858.28 with interest thereon at the rate of 6 per cent per annum from the 10th day of July, 1957, until fully paid and satisfied.

The United States of America shall deposit with the registry of this court the sum of this judgment. Upon receipt of this sum, the Clerk of this court shall make distribution thereof to the defendants Lee Roy Tieperman and Joan Tieperman

his wife.

(S) Royce H. Savase  
United States District Judge

Approved as to form:

(S) Jal Francis

(S) Hubert A. Marlow

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 3982

437.64 Acres of Land, More or Less,  
Situate in Rogers County, Oklahoma,

and L. L. Bibb, et al, and Unknown  
Owners,

Defendants.

FILED

DEC 20 1957

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

AMENDMENT TO JUDGMENT

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

To the recitation of owners and just compensation shown under Tract B-203E-5, is added "L. L. Bibb and Marl Bibb, his wife, surface and  $\frac{1}{2}$  minerals, \$1,750.00, less \$1,750.00 paid to them August 6, 1956."

IT IS SO ORDERED, this 20th day of December, 1957.

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

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

T. W. Humphrey,

Plaintiff,

vs.

J. H. Bench, et al.,

Defendants.

No. 1933-Civil

FILED

DEC 20 1957

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

DISMISSAL WITHOUT PREJUDICE AS TO  
DEFENDANT, GENERAL AMERICAN OIL  
COMPANY OF TEXAS

Comes now plaintiff, T. W. Humphrey, and in light of certain matters developed at Pre-Trial hearing in this cause, and hereby dismisses his action without prejudice as to defendant, General American Oil Company of Texas, a corporation, only, plaintiff fully reserving his cause of action and his right to continue the prosecution of same to final conclusion as against all other defendants herein.

DATED December 18, 1957.

Respectfully submitted,

T. W. HUMPHREY, Plaintiff

By B. H. Carey  
B. H. Carey  
Counsel for Plaintiff

ORDER OF DISMISSAL WITHOUT PREJUDICE  
AS TO DEFENDANT, GENERAL AMERICAN  
OIL COMPANY OF TEXAS

NOW, on this 20<sup>th</sup> day of December, 1957, pursuant to motion and action of plaintiff at Pre-Trial hearing in this cause,

IT IS BY THE COURT ORDERED that plaintiff's action should be, and same is hereby dismissed without prejudice as to defendant, General American Oil Company of Texas, a corporation, only, without cost to either party, plaintiff fully reserving his cause of action and his right to continue the prosecution of same to final conclusion as against all other defendants herein.

Loyce A. Savage  
United States District Judge

APPROVED:

B. H. Carey  
B. H. Carey  
Counsel for Plaintiff

WILLIAMS, BOESCHE & McDERMOTT

By Wenlon Boesche  
Wenlon Boesche  
Counsel for defendant corporation,  
General American Oil Company of Texas

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

Richard E. Smith,

Plaintiff,

vs.

J. H. Bench, et al.,

Defendants.

No. 3934-Civil

FILED

DEC 20 1957

DISMISSAL WITHOUT PREJUDICE AS TO  
DEFENDANT, GENERAL AMERICAN OIL  
COMPANY OF TEXAS

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

Comes now plaintiff, Richard E. Smith, and in light of certain matters developed at Pre-Trial hearing in this cause, and hereby dismisses his action without prejudice as to defendant, General American Oil Company of Texas, a corporation, only, plaintiff fully reserving his cause of action and his right to continue the prosecution of same to final conclusion as against all other defendants herein.

DATED December 18, 1957.

Respectfully submitted,

RICHARD E. SMITH, Plaintiff

By E. H. Carey  
E. H. Carey  
Counsel for Plaintiff

ORDER OF DISMISSAL WITHOUT PREJUDICE  
AS TO DEFENDANT, GENERAL AMERICAN  
OIL COMPANY OF TEXAS

NOW, on this 20<sup>th</sup> day of December, 1957, pursuant to motion and action of plaintiff at Pre-Trial hearing in this cause,

IT IS BY THE COURT ORDERED that plaintiff's action should be, and same is hereby dismissed without prejudice as to defendant, General American Oil Company of Texas, a corporation, only, without cost to either party, plaintiff fully reserving his cause of action and his right to continue the prosecution of same to final conclusion as against all other defendants herein.

Royce H. Savage  
United States District Judge

APPROVED:

E. H. Carey  
E. H. Carey  
Counsel for Plaintiff

WILLIAMS, BOESCHE & McDERMOTT

By Fenelon Boesche  
Fenelon Boesche  
Counsel for defendant corporation,  
General American Oil Company of Texas

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

Don Martin Kelsey,

Plaintiff,

vs.

J. H. Bench, et al.,

Defendants.

No. 3935-Civil

**FILED**

DEC 20 1957

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

DISMISSAL WITHOUT PREJUDICE AS TO  
DEPENDANT, GENERAL AMERICAN OIL  
COMPANY OF TEXAS

Comes now plaintiff, Don Martin Kelsey, and in light of certain matters developed at Pre-Trial hearing in this cause, and hereby dismisses his action without prejudice as to defendant, General American Oil Company of Texas, a corporation, only, plaintiff fully reserving his cause of action and his right to continue the prosecution of same to final conclusion as against all other defendants herein.

DATED December 18, 1957.

Respectfully submitted,

DON MARTIN KELSEY, Plaintiff

By B. H. Carey  
B. H. Carey  
Counsel for Plaintiff

ORDER OF DISMISSAL WITHOUT PREJUDICE  
AS TO DEPENDANT, GENERAL AMERICAN  
OIL COMPANY OF TEXAS

NOW, on this 20<sup>th</sup> day of December, 1957, pursuant to motion and action of plaintiff at Pre-Trial hearing in this cause,

IT IS BY THE COURT ORDERED that plaintiff's action should be, and same is hereby dismissed without prejudice as to defendant, General American Oil Company of Texas, a corporation, only, without cost to either party, plaintiff fully reserving his cause of action and his right to continue the prosecution of same to final conclusion as against all other defendants herein.

APPROVED:

B. H. Carey  
B. H. Carey  
Counsel for Plaintiff

Robert H. Lawrence  
United States District Judge

WILLIAMS, BOESCHE & McDERMOTT

By Fenelon Boesche  
Fenelon Boesche  
Counsel for defendant corporation,  
General American Oil Company of Texas

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4258

One 1954 Ford, Motor No. U 4 DQ202198, its  
tools and appurtenances, one 1954 Mercury,  
Motor No. 54225495M, its tools and appur-  
tenances, and 68.00 wine gallons of assorted  
taxpaid liquors,

Respondents,

Clyde Winton Jenkins, Lois Morgan, Bertram  
Motor Company, Tab Bluejacket, and Eva Mae  
Clanton,

Claimants.

FILED

DEC 20 1957

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

ORDER

Now on this 20th day of December, 1957, there comes on for hearing  
the motion of the United States of America to dismiss this action as to the  
respondent 1954 Ford and the claimant, Associates Discount Corporation, and  
the court having considered the evidence finds that the motion should be sus-  
tained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this action is hereby  
dismissed as to the respondent 1954 Ford, Motor No. U 4 DQ202198, its tools and  
appurtenances, and the claimant Associates Discount Corporation; and the United  
States Marshal for the Northern District of Oklahoma forthwith shall release  
such vehicle to Associates Discount Corporation.

(s) Royce H. Savage  
United States District Judge