

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

JOHN M. WINTERS, JR. and
MARIAN M. WINTERS,

Plaintiffs,

vs.

THE UNITED STATES OF AMERICA,

Defendant.

No. 4199, Civil

FILED

JAN - 2 1958

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

FINAL JUDGMENT AFTER TRIAL BY COURT

This action came on to be tried before the Court, and the evidence adduced by the parties having been heard, and the Court having made its findings of fact and conclusions of law, it is hereby

ORDERED, ADJUDGED AND DECREED that Plaintiffs recover of Defendant the sum of Five Hundred Nineteen Dollars and Seventy-three Cents (\$519.73) with interest at the rate of six per cent (6%) per annum from July 27, 1956.

DATED this 2 day of January, 1958.

(S) Roper N. Savage

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 4321

Peoples Checker Cab Company,
a Corporation,

Defendant,

vs.

Vural L. Gilley,

Third-Party Defendant.

FILED

JAN - 2 1958

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

J U D G M E N T

Now, on this 2 day of ^{January} ~~December~~ 1958, 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, United States of America, have and recover from the defendant, Peoples Checker Cab Company, the sum of \$735.00 with interest thereon at the rate of six per cent (6%) per annum from the date of judgment until paid, and for the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the defendant, Peoples Checker Cab Company, have and recover from the third-party defendant, Vural L. Gilley, the sum of \$735.00 with interest thereon at the rate of six per cent (6%) per annum from the date of judgment until paid, and for the costs of this action.


United States District Judge

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

ROBERT RYAN,)
)
) Plaintiff,)
 vs.)
)
) RICHARD GREGORY and)
) WILLIAM GREGORY,)
)
) Defendants.)

Civil No. 4338. ✓

FILED

JAN - 3 1958

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

DISMISSAL.

~~Comes~~ now the plaintiff in the above entitled and numbered cause
of action and dismisses same without prejudice.

Thos. G. Hanlon

Thos. G. Hanlon, Attorney for Plaintiff.

S. Orland

R. W. Savage

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

FRANCES RYAN,)

Plaintiff,)

vs.)

NO. Civil 4339. ✓

RICHARD GREGORY and)
WILLIAM GREGORY,)

Defendants.)

FILED

JAN - 3 1958 *JH*

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

DISMISSAL.

Comes now the plaintiff in the above entitled and numbered cause
of action and dismisses same without prejudice.

Thos. G. Hanlon

Thos. G. Hanlon, Attorney for Plaintiff.

So ordered

R. H. Savage

FILED

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN
DISTRICT OF OKLAHOMA
JAN - 6 1958

JEROME H. NARON,

Plaintiff,

-vs-

ROBERT E. FUNK and DOROTHY FUNK,
Defendants.

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

No. 4127

JOURNAL ENTRY OF JUDGMENT

BE IT REMEMBERED:

That on the 16th day of December, 1957, this cause came on regularly to be heard before the undersigned, Judge of the District Court for the Northern District of Oklahoma; plaintiff appeared in person and by his attorneys, Ungerman, Whitebook, Grabel & Ungerman, and defendants appeared in person and by their attorneys, Hunt, Eagleton and Eagleton, and C. Lawrence Elder, and both parties having announced ready for trial, the Court having examined the files and pleadings herein finds that the Court has jurisdiction in the premises and the cause proceeded to trial before the Court, without a jury.

Thereupon, plaintiff adduced his evidence, by the testimony of witnesses duly sworn and physical exhibits offered and received in evidence, and plaintiff having rested, defendants demurred to the plaintiff's evidence and said Demurrer having by the Court been considered was overruled.

Thereupon, the defendants adduced their evidence by the testimony of witnesses duly sworn and physical exhibits offered and received in evidence and rested; whereupon plaintiff adduced evidence in rebuttal and rested.

The court having heard all the evidence, and being fully advised in the premises, having made its Findings of Fact and Conclusions of Law, and finding that plaintiff has fully and in good faith performed the obligations of said Contract of November 13, 1956, on his part, and has at all times been and now is ready, willing and able to deliver to defendants a good and sufficient Deed to the premises here involved and that plaintiff is entitled

to a Judgment for specific performance of said Contract.

The Court further finds that the Contract sued on herein is enforceable and binding upon the parties and that the plaintiff is entitled to have it specifically enforced.

IT IS ORDERED, ADJUDGED AND DECREED that the contract entered into herein by the parties hereto, which was in the form of an offer dated November 12th 1956 and approved on behalf of the seller on November 13th 1956, be specifically enforced, according to the terms and conditions thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court has and retains continuing jurisdiction of the cause of action and of the parties hereto, and that if the aforesaid contract is not specifically performed on or before January 23rd 1958, that upon application of the plaintiff, after due notice to the defendants, said defendants shall appear and show cause if any they have, why they have not performed said contract.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants, Robert E. Funk and Dorothy Funk, husband and wife, pay the costs of these proceedings to be taxed by the Clerk of this Court. Exceptions are allowed defendants.

Done at Tulsa, Oklahoma, this 3rd day of January, 1958.

151 Royce H. Savage
United States District Judge

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

Louise Boman, Administratrix
of the Estate of Joseph A. Boman,
Deceased,

Plaintiff,

v.

United States Aviation Underwriters,
Inc., a corporation, and Employers
Liability Assurance Corporation, Ltd.,
a foreign insurance company,

Defendants.

No. 4232-Civil

FILED

JAN - 6 1958

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

J U D G M E N T

On the basis of the Findings of Fact and Conclusions
of Law heretofore made and determined,

IT IS ORDERED, ADJUDGED AND DECREED that plaintiff
recover nothing against the defendants, and that defendants
recover their costs herein expended.

Dated this 6th day of Jan, 1958.

Raymond H. Savage
United States District Judge.

APPROVED:

Joe James
Attorney for Plaintiff

Marion H. ...
Attorneys for Defendants

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

FILED

JAN - 7 1958

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

PATIENCE MULLENDORE McNULTY, in
her individual capacity, and as
next friend and natural guardian
of DALE McNULTY

Complainant

NO. 3002 Civil

vs.

MULLENDORE TRUST COMPANY, ET AL.,

Defendants.

ORDER

Upon the Trustees' application in that behalf,

IT IS ORDERED that A. C. Adams, Mildred M. Adams and Bessie M. Johnson as Trustees of the Mullendore Trust Company, be and they are hereby authorized to convey to Bessie M. Johnson, Mildred M. Adams, Patience M. McNulty, Dale Archer McNulty and Eugene C. Mullendore by Quit Claim Deeds the following described property owned by the Mullendore Trust Company, which is part of the trust estate and is ready for distribution:

Lots 1 to 9 inclusive, Block 1, Broadway
Addition to the City of Cleveland, Oklahoma,

and

Lots 2 and 3 and the Southeast Quarter of the
Northwest Quarter (SE/4 NW/4) of Section 19,
Township 29 North, Range 11 East, subject to
the Life Estate of Hallie Elliot, being in
Elk County, Kansas,

and

The Northeast Quarter and the North Half of
the Southeast Quarter (NE/4 & N/2 SE/4),
Section 27, Township 19 North, Range 10
East, in Tulsa County, State of Oklahoma,

and

One-half (1/2) undivided interest in the
South half of the Southeast Quarter of the
Southeast Quarter (S/2 SE/4 SE/4), Section 11,
Township 28 North, Range 22 East, in the County
of Ottawa, State of Oklahoma,

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

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

The Court further finds that the Trustees have no right, title and interest in the following described property:

1/6 interest in SE/4 SW/4 NE/4; SW/4 SE/4 NE/4 Section 28, Township 1 South, Range 5 East, Johnston County, Oklahoma.

and

1/6 interest in NW/4 NE/4 NE/4 Section 10, Township 2 South, Range 6 East Johnston County, Oklahoma.

and

1/6 interest in SE/4 SE/4 SW/4 of Section 11, Township 2 South, Range 6 East, Johnston County, Oklahoma,

and the Trustees are hereby authorized to discontinue carrying said property on the books of the Mullendore Trust Company.

The Court further finds that the following described property:

1/12 interest in the E/2 SE/4 of Section 21, Township 16 North, Range 10 East Creek County, Oklahoma

and

1/6 interest in the E/2 NW/4 of Section 10, Township 21 North, Range 2 East Noble County, Oklahoma

and

1/6 interest in the NE/4 SE/4 of Section 23, Township 21 North, Range 2 East Noble County, Oklahoma,

and

1/4 interest in the N/2 SE/4 of Section 18, Township 22 North, Range 5 East Pawnee County, Oklahoma,

is of little or no value; that the expense of clearing the title to said property would be more than the properties are worth; that the heirs of E. C. Mullendore and the beneficiaries under the trust are the same persons although their proportionate ownership as heirs and as beneficiaries is not identical; and that the Trustees should disclaim all right, title and interest in said property, and it is so ordered.

DATED THIS 6th day of January, 1958.

18/ Royce W. George
DISTRICT JUDGE

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

St. Louis-San Francisco Railway)
Company, a corporation,)
Plaintiff)
-vs-)
C. & L. Supply Company, Inc.,)
Defendant)

No. 4354 Civil

FILED

JAN -7 1958

JOURNAL ENTRY OF JUDGMENT

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

On this 7th day of January, 1958, the above matter coming on for hearing on motion of plaintiff for a default judgment; and it appearing to the undersigned that the defendant is in default; and it further appearing from the Complaint that defendant is indebted to plaintiff in the sum of \$802.08; and the undersigned being fully advised in the premises, finds that said plaintiff is entitled to a default judgment under Rule 55, Sections (a) and (b) of the Federal Rules of Civil Procedure;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff do have and recover from said defendant the sum of \$802.06, and its costs herein expended.

Judge Ray C. Savage
Clerk of U. S. District Court for the
Northern District of Oklahoma

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 1,049.37 Acres of Land, situate in)
 Rogers County, Oklahoma, and Miles)
 Dana Bacon, et al,)
)
 Defendants.)

No. 4169 Civil **FILED**

JAN - 9 1958

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

JUDGMENT ON 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 Oklahoma, and the defendants Miles Dana Bacon, A. L. Bell, and Cal Steidley being present in person and they and their wives, being represented by H. Tom Kight, Jr., their attorney, the defendant J. Lee Purdum being represented by Curtis P. Harris, his attorney, and all other defendants appearing not, 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 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 fair market value for the estates taken on the date of taking as follows:

Miles Dana Bacon Tract -	\$29,975.00
A. L. Bell Tracts -	
For Surface	21,775.00
For Minerals	1,200.00
Cal Steidley Tracts -	
For Surface	37,810.00
For Minerals	1,650.00

The court finds and it is adjudged and decreed that:

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

Service of process has been perfected personally as provided by Rule 71A of the Federal Rules of Civil Procedure on all parties defendant in this action.

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 28, 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 and the just compensation for the estates taken herein, as described in the Declaration of Taking, is hereby fixed in the sum as follows:

Miles Dana Bacon, Tract No. B-226	\$29,275.00
A. L. Bell, Tracts Nos. B-249 and B-251	
For Surface	21,775.00
For Minerals	1,250.00
Cal Steidley, Tracts Nos. B-263 and B-264	
For Surface	37,810.00
For Minerals	1,000.00

The United States of America and Virgil Casey and Zora Casey, his wife, have mutually agreed that just compensation for Tracts B-242 and B-264 is \$22,600.00. This agreement and amount is hereby confirmed by the court.

The court finds that there is a deficiency between the amounts disbursed to the defendants herein pursuant to prior orders of this court and the amounts now fixed as just compensation, as follows:

Tract B-226 - Total deficiency.....	\$6,255.00	
Tracts B-249 and B-251		
Surface deficiency	4,014.00	
Minerals deficiency	<u>1,250.00</u>	
Total deficiency		\$5,264.00
Tracts B-263 and B-264		
Surface deficiency	1,000.00	
Minerals deficiency	<u>500.00</u>	
Total deficiency		1,500.00
Tracts B-262 and B-264, Total deficiency		1,500.00

The following named defendants have the right to the payment of this deficiency and it is therefore ORDERED, ADJUDGED AND DECREED that the following named defendants have and recover judgment against the United States of America in the designated amounts plus interest thereon at the rate of 6 per cent per annum from March 28, 1957, until fully paid and satisfied, with the exception of the sum due on Tracts B-262 and B-264, upon which sum no interest shall be paid:

TRACT B-226

Miles Dana Bacon and Ruth Bacon, his wife \$6,255.00

TRACTS B-249 and B-251

A. L. Bell and Jaunita Bell, his wife
For surface interest, \$4,014.00
For mineral interest, 625.00 Total..... 4,639.00

J. Lee Purdum - for mineral interest 625.00

TRACTS B-203 and B-204

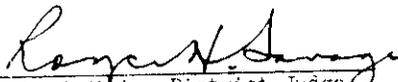
Cal Steidley and Madeline Steidley, his wife
For surface interest, \$7,800.00
For 1/2 mineral interest 445.00 Total 8,245.00

State of Oklahoma, ex rel Commissioners of
Land Office
For 1/2 mineral interest..... 845.00

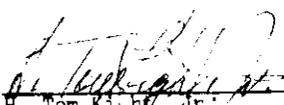
TRACTS B-262 and B-264

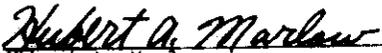
Virgil Casey and Zora Mae Casey, his wife..... 1,000.00

The United States of America shall deposit with the Clerk of this court the sum necessary to cover the total deficiency judgment plus interest. Upon receipt of this sum the Clerk of this court shall make distribution thereof according to the terms of the paragraph first above.


United States District Judge

APPROVED AS TO FORM.


H. Tom Kiehn, Jr.
Attorney


Hubert A. Marlow
Assistant U. S. Attorney

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

UNITED STATES FIDELITY & GUARANTY
COMPANY, a corporation,

Plaintiff,

-vs-

JOSEPH A. RUSSELL and MARY E. RUSSELL,
individually, and as co-partners d/b/a
RUSSELL CONSTRUCTION COMPANY,

Defendants.

Civil No. 4202

FILED

JAN 10 1958

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

JOURNAL ENTRY OF JUDGMENT

This cause came on for trial and disposition on this 9th day of December, 1957, at which time the plaintiff appeared by its attorneys, Sanders, McElroy & Smith, and the defendants, and each of them, came not but wholly made default. The Court, after being fully advised in the premises, finds that the plaintiff is a corporation organized under the laws of the State of Maryland and duly licensed to do business in the State of Oklahoma, and that the defendants, and each of them, are residents and citizens of the State of Oklahoma, residing at Skiatook, Osage County, Oklahoma. The Court further finds that the amount in controversy exceeds the sum of \$3,000.00 exclusive of interest, costs and penalties, and that this Court has jurisdiction of the parties hereto and of the subject matter hereof. The Court further finds the issues in favor of the plaintiff and against the defendants, and each of them, and that the plaintiff is entitled to have and recover judgment of and from the defendants for the sum of \$20,011.62 as unpaid principal on a promissory note executed by the defendants to the plaintiff and the further sum of \$2,134.99 for interest accrued to date, and the further sum of \$2,011.16 for attorneys fees, for a total of \$24,157.77, and the costs of this action.

NOW, THEREFORE, BE IT 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, Joseph A. Russell and Mary E. Russell, individually, and as co-partners d/b/a Russell Construction

Company, jointly and severally for the sum of \$24,157.37 and the costs of this action, for all of which let execution issue.

15/ Royce H. Savage

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

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

DISTRICT OF OKLAHOMA

FILED

United States of America,

Labelant,

vs.

42 Bags, Article Labeled in part,
"Golden State Brand --- Almonds
25 lbs. net weight ---",

Claimant.

JAN 16 1958

NOBLE C. HOOD,
CIVIL NO. 0334 U. S. District Court

CONSENT
DECREE OF CONDEMNATION

On December 9, 1957, a libel of information against the above described article was filed in this court on behalf of the United States of America by the United States Attorney and the Assistant United States Attorney in this district. The libel alleges that the article proceeded against is a food which was shipped in interstate commerce and is adulterated in violation of the Food, Drug, and Cosmetic Act (21 U.S.C. 342(a)(3)). Pursuant to Motion issued by this court, the United States Marshal for this district seized said article on December 10, 1957. Thereafter Hodges Warehouse Corporation, Tulsa, Oklahoma, intervened and filed claim to said article. Claimant consents that a Decree, as prayed for in the libel, be entered condemning the article under seizure.

The court being fully advised in the premises, it is on motion of the parties hereto,

ORDERED, ADJUDGED, AND DECREED that the said article under seizure is adulterated in violation of 21 U.S.C. 342(a)(3), and is therefore hereby condemned pursuant to 21 U.S.C. 334(a); and it is further

ORDERED, ADJUDGED, AND DECREED, pursuant to 21 U.S.C. 334(a), that the United States of America shall recover from the Claimant court costs and fees, and storage and other proper expenses, as taxed herein; and

Claimant having petitioned this court that the condemned article be delivered to it pursuant to 21 U.S.C. 334(d), it is further

ORDERED, ADJUDGED, AND DECREED that the United States Marshal for this district shall release said article from his custody to the custody of claimant for the purpose of reclamation of the nuts in accordance with Sections 304(d) and (e) of the Federal Food, Drug and Cosmetic Act, if claimant, within 20 days from the date of this decree, (a) pays in full the aforementioned court costs and fees, and storage and other proper expenses of the proceeding herein, and (b) executes and files with the clerk of this court a good and sufficient penal bond with surety in the sum of \$ 500 ⁰⁰, approved by the court, payable

to the United States of America, and conditioned on the claimant's abiding by and performing all the terms and conditions of this Decree and such further Orders and Decrees as may be entered in this proceeding; and it is further

ORDERED, ADJUDGED, AND DECREED THAT:

1. After the filing of the bond in this court, claimant shall give written notice to the Kansas City Station, Food and Drug Administration, Federal Security Agency, 323 United States Courthouse, Kansas City 6, Missouri, that claimant is prepared to permit sequestration of the article herein under the supervision of a duly authorized representative of the Federal Security Administrator.

2. Claimant shall at all times, until the article has been released by a duly authorized representative of the Federal Security Administrator, retain intact the entire lot of goods comprising the article for examination or inspection by said representative, and shall maintain the records or other proof necessary to establish the identity of said lot to the satisfaction of said representative.

3. Claimant shall not commence conversion operations until it has received authorization to do so from a duly authorized representative of the Federal Security Administrator.

4. Claimant shall at no time, and under no circumstances whatsoever, ship, sell, offer for sale, or otherwise dispose of any part of said article or of the article into which it is converted until a duly authorized representative of the Federal Security Administrator shall have had free access thereto in order to take any samples or make any tests or examinations that are deemed necessary, and shall in writing have released such article for shipment, sale, or other disposition.

5. Within 30 days from the date of the filing of the bond in this court, claimant shall complete the process of ~~sequestrating~~ said article at its warehouse in Tulsa, Oklahoma, under the supervision of a duly authorized representative of the Federal Security Administrator.

6. Claimant shall abide by the decisions of the duly authorized representative of the Federal Security Administrator, which decisions shall be final. If claimant breaches any conditions stated in this Decree, or in any subsequent Decree or order of this Court in this proceeding, claimant shall return the article immediately to the United States Marshal for this district at claimant's expense, or shall otherwise dispose of it pursuant to an Order of this court.

7. Claimant shall not sell or dispose of said article or any part thereof in a manner contrary to the provisions of the Federal Food, Drug, and Cosmetic Act, or the laws of any State or Territory (as defined in said Act) in which it is sold or disposed of.

8. Claimant shall compensate the United States of America for cost of supervision at the rate of \$ 32.00 per day per representative for each day actually employed in the supervision of the reclamation process, as salary or wage; where laboratory work is necessary, at the rate of \$5.00 per hour per person for such laboratory work; where subsistence expenses are incurred, at the rate of \$12.00 per day per person for such subsistence expenses. Claimant shall also compensate the United States of America for necessary traveling expenses and for any other necessary expenses which may be incurred in connection with the supervisory responsibilities of the Federal Security Administrator.

9. If requested by a duly authorized representative of the Federal Security Administrator, claimant shall furnish to said representative duplicate copies of invoices of sale of the released article, or shall furnish such other evidence of disposition as the representative may request.

The United States Attorney for this district, on being advised by a duly authorized representative of the Federal Security Administrator that the conditions of this Decree have been performed, shall transmit such information to the Clerk of this Court, whereupon the bond given in this proceeding shall be canceled and discharged; and it is further

ORDERED, ADJUDGED, AND DECREED that if claimant does not avail itself of the opportunity to repossess the condemned article in the manner aforesaid, the United States Marshal for this district shall retain custody of the article pending the issuance of an order by this court regarding its disposition; and it is further

ORDERED, ADJUDGED, AND DECREED that this court expressly retains jurisdiction to issue such further Decrees and Orders as may be necessary to the proper disposition of this proceeding, and that should the claimant fail to abide by and perform all the terms and conditions of this Decree, or of such further Order or Decree as may be entered in this proceeding, or of said bond, then the bond shall on motion of the United States of America in this proceeding be forfeited and judgment entered thereon.

Dated at Tulsa, Oklahoma, this 16 day of January, 1958.

/s/ ROYCE H. SAUSAGE
UNITED STATES DISTRICT JUDGE

We hereby consent to the entry of the foregoing Decree.

Hayden Crawford

Hayden Crawford
United States Attorney

John Morley

John Morley
Assistant United States Attorney

D. W. Hamman

D. W. Hamman, President
Hodge Warehouse Corporation, Claimant

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

THE BOVARD SUPPLY COMPANY,
a corporation,

Plaintiff,

vs.

C. L. CUSHOW,

Defendant.

No. 4254

FILED

JAN 20 1958

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

JUDGMENT

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

1. Plaintiff shall have judgment against the Defendant for the sum of \$35,222.00.
2. The original of the note herein sued upon, having been surrendered to the Clerk, said note is hereby decreed to be merged in the judgment herein.
3. The Plaintiff shall have and recover its costs against the Defendant.

DATED at Tulsa, Oklahoma this 20 day of January, 1958.


United States District Judge

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

R. K. Shivel and Maxine Shivel,
Plaintiffs,

vs.

Southwestern Bell Telephone Com-
pany, a foreign corporation;
C. E. Conklin and H. E. Conklin,
dba Conklin Brothers Construct-
ion Company; and John Graely,

Defendants and
Third-Party
Plaintiffs,

Simms Construction Company, and
H. Delbert Lewis,

Third-Party
Defendants.

No. 4021 Civil

FILED

JAN 21 1958

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

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
JUDGMENT UPON CLAIM OF COMMERCIAL STAND-
ARD INSURANCE COMPANY IN ITS PETITION IN
INTERVENTION.**

This matter comes regularly on for trial pursuant to assignment on this 10th day of January, 1958, upon the claim of Commercial Standard Insurance Company, a corporation, intervenor, as set forth in Intervenor's Complaint in Intervention. All parties appear in person or by their respective counsel, or both, announce ready for trial to the Court without a jury; and thereupon the evidence is introduced, following which the Court hears argument of counsel, and at the conclusion thereof, makes the following findings of fact,

conclusions of law, and judgment.

FINDINGS OF FACT

The Court, upon the admissions in the pleadings, at the pre-trial hearings, and upon the evidence introduced, finds the following facts:

(1) On October 21, 1954, intervenor wrote its Manufacturers and Contractors Schedule Liability Policy No. 67138 to C. E. Conklin and H. E. Conklin, dba Conklin Brothers Construction Company, for a policy term of one year beginning November 26, 1954. In lieu of said policy and in its place and stead, intervenor issued on March 16, 1955, to the same insureds, its Policy No. CGL-60277 covering the operations of Conklin Brothers in its contracting work. Copies of such policies are attached to the Complaint in Intervention of Commercial Standard Insurance Company as Exhibits A and B, respectively, were introduced in evidence, and by this reference are made a part hereof. Said policies were in full force and effect at all times mentioned in the plaintiffs' amended complaint herein, which is by this reference made a part hereof and which complaint was also introduced in evidence.

(2) The aforesaid policies each provides coverage in Coverage B of Paragraph 1 of the Insuring Agreements:

"To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident".

The policies also provide under the heading of "Exclusions" that the policy does not apply to or cover liability assumed by the insured under contract.

(3) The damages sought to be recovered by plaintiffs and described by them in their complaint for injury to their property is not injury or damage "caused by accident" within the coverage of the policy. The indemnity sought by defendant, Southwestern Bell Telephone Company, in its cross-claim against Conklin Brothers under the terms and provisions of the contract between Southwestern Bell Telephone Company and Conklin Brothers, being a contractual obligation, is a "liability assumed by the insured" under contract, and for this additional reason is not covered by the policy.

(4) It being unnecessary to a decision of this case, the Court makes no findings upon the other issues set forth in the Complaint in Intervention of Commercial Standard Insurance Company.

CONCLUSIONS OF LAW

The Court makes the following conclusions of law upon the foregoing findings of fact, the pleadings herein, admissions at the pre-trial hearings and the proof introduced:

(1) The Court has jurisdiction of the parties and of the subject matter as to the issues raised and the claims set forth in the Complaint in Intervention of Commercial Standard Insurance Company; that said claim is ancillary to the principal action herein.

(2) Intervenor, Commercial Standard Insurance Company, has no coverage under its above described policies, Exhibits A and B to the complaint in Intervention, which are by this reference made a part hereof, of the incidents, injuries and damages set forth in the complaint and amended complaint of the plaintiffs herein; and has no obligation to defend against the claims of the plaintiffs herein; and has no obligation to pay any judgment that may be rendered herein, if any, in favor of the plaintiffs and against C. E. Conklin and H. E. Conklin, dba Conklin Brothers Construction Company; and has no obligation to pay any judgment that may be rendered, if any, in favor of Southwestern Bell Telephone Company upon its cross-claim against C. E. Conklin and H. E. Conklin, dba Conklin Brothers.

(3) Intervenor, Commercial Standard Insurance Company, is entitled to the relief prayed for in its Complaint in Intervention.

(4) There is no just reason for delay of entry of final judgment upon the claim aforesaid of intervenor, Commercial Standard Insurance Company, and upon the foregoing findings of fact and conclusions of law, and the judgment herein should be a final one pursuant to the provisions of Rule 54 (b), and the judgment hereinafter entered is such final judgment.

JUDGMENT

IT IS ORDERED, ADJUDGED AND DECREED by the Court, upon the foregoing findings of fact and conclusions of law,

that intervenor, Commercial Standard Insurance Company, have judgment in its favor as prayed for in its Complaint in Intervention herein; that intervenor has no coverage under its aforesaid policies described in the findings of fact above, attached as Exhibits A and B to its Complaint in Intervention, and by this reference made a part hereof; that it has no obligation to defend the claims of plaintiffs in the amended complaint against the defendants, C. E. Conklin and H. E. Conklin, dba Conklin Brothers, Contractors, and sued herein as Conklin Brothers Construction Company, and no obligation to pay any judgment that may be recovered against said Conklin Brothers by the plaintiffs; and that the intervenor has no obligation to defend any claims of defendants, Southwestern Bell Telephone Company, Simms Construction Company, and H. Delbert Lewis, against Conklin Brothers, and no obligation to pay any judgment that might be rendered in favor of said defendants against Conklin Brothers.

There being no just reason for delay of final judgment as to the issues raised by the claims of intervenor in intervenor's Complaint in Intervention, it is directed that this judgment, under the provisions of Rule 54 (b), shall be final as to intervenor's Complaint in Intervention, and the noncoverage of its insurance policies as aforesaid.

DATED this 21 day of January, 1958, at Tulsa,
Oklahoma.


DISTRICT JUDGE.

CERTIFICATE OF SERVICE

On the _____ day of January, 1958, copies of the above and foregoing Findings of Fact, Conclusions of Law, and Judgment upon Claim of Commercial Standard Insurance Company in its Petition in Intervention were mailed to:

Mr. Joseph A. Sharp, Messrs. Rucker, Tabor & Cox, Wright Building, Tulsa, Oklahoma, Attorneys for Plaintiffs;

Mr. Ben L. Burdick, Messrs. Embry, Crowe, Tolbert, Boxley & Johnson, First National Building, Oklahoma City, Oklahoma, Attorneys for Southwestern Bell Telephone Company;

Messrs. Doerner, Rinehart & Stuart, National Bank of Tulsa Building, Tulsa, Oklahoma, Attorneys for C. C. Conklin and H. E. Conklin;

Messrs. Sanders, McElroy & Smith, 205 Denver Building, Tulsa, Oklahoma, Attorneys for Simms Construction Company;

Messrs. Lovell, Lyle & Lorange, P. O. Box 218, Dumas, Texas, Attorneys for H. Delbert Lewis.



(DukeBurvall).

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

John M. Thomas and Ann C. Thomas,
Plaintiffs,

vs.

Southwestern Bell Telephone Company, a foreign corporation;
C. E. Conklin and H. E. Conklin,
dba Conklin Brothers Construction Company; and John Graely,

Defendants and
Third-Party
Plaintiffs,

Simms Construction Company, and
H. Delbert Lewis,

Third-Party
Defendants.

No. 4022 Civil

FILED

JAN 21 1958

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

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
JUDGMENT UPON CLAIM OF COMMERCIAL STANDARD
INSURANCE COMPANY IN ITS PETITION IN
INTERVENTION.**

This matter comes regularly on for trial pursuant to assignment on this 10th day of January, 1958, upon the claim of Commercial Standard Insurance Company, a corporation, intervenor, as set forth in Intervenor's Complaint in Intervention. All parties appear in person or by their respective counsel, or both, announce ready for trial to the Court without a jury; and thereupon the evidence is introduced, following which the Court hears argument of counsel, and at the conclusion thereof, makes the following findings of fact,

conclusions of law, and judgment.

FINDINGS OF FACT

The Court, upon the admissions in the pleadings, at the pre-trial hearings, and upon the evidence introduced, finds the following facts:

(1) On October 21, 1954, intervenor wrote its Manufacturers and Contractors Schedule Liability Policy No. 67138 to C. E. Conklin and H. E. Conklin, dba Conklin Brothers Construction Company, for a policy term of one year beginning November 26, 1954. In lieu of said policy and in its place and stead, intervenor issued on March 16, 1955, to the same insureds, its Policy No. CGL-60277 covering the operations of Conklin Brothers in its contracting work. Copies of such policies are attached to the Complaint in Intervention of Commercial Standard Insurance Company as Exhibits A and B, respectively, were introduced in evidence, and by this reference are made a part hereof. Said policies were in full force and effect at all times mentioned in the plaintiffs' amended complaint herein, which is by this reference made a part hereof and which complaint was also introduced in evidence.

(2) The aforesaid policies each provides coverage in Coverage B of Paragraph 1 of the Insuring Agreements:

"To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident".

The policies also provide under the heading of "Exclusions" that the policy does not apply to or cover liability assumed by the insured under contract.

(3) The damages sought to be recovered by plaintiffs and described by them in their complaint for injury to their property is not injury or damage "caused by accident" within the coverage of the policy. The indemnity sought by defendant, Southwestern Bell Telephone Company, in its cross-claim against Conklin Brothers under the terms and provisions of the contract between Southwestern Bell Telephone Company and Conklin Brothers, being a contractual obligation, is a "liability assumed by the insured" under contract, and for this additional reason is not covered by the policy.

(4) It being unnecessary to a decision of this case, the Court makes no findings upon the other issues set forth in the Complaint in Intervention of Commercial Standard Insurance Company.

CONCLUSIONS OF LAW

The Court makes the following conclusions of law upon the foregoing findings of fact, the pleadings herein, admissions at the pre-trial hearings and the proof introduced:

(1) The Court has jurisdiction of the parties and of the subject matter as to the issues raised and the claims set forth in the Complaint in Intervention of Commercial Standard Insurance Company; that said claim is ancillary to the principal action herein.

(2) Intervenor, Commercial Standard Insurance Company, has no coverage under its above described policies, Exhibits A and B to the Complaint in Intervention, which are by this reference made a part hereof, of the incidents, injuries and damages set forth in the complaint and amended complaint of the plaintiffs herein; and has no obligation to defend against the claims of the plaintiffs herein; and has no obligation to pay any judgment that may be rendered herein, if any, in favor of the plaintiffs and against C. E. Conklin and H. E. Conklin, dba Conklin Brothers Construction Company; and has no obligation to pay any judgment that may be rendered, if any, in favor of Southwestern Bell Telephone Company upon its cross-claim against C. E. Conklin and H. E. Conklin, dba Conklin Brothers.

(3) Intervenor, Commercial Standard Insurance Company, is entitled to the relief prayed for in its Complaint in Intervention.

(4) There is no just reason for delay of entry of final judgment upon the claim aforesaid of intervenor, Commercial Standard Insurance Company, and upon the foregoing findings of fact and conclusions of law, and the judgment herein should be a final one pursuant to the provisions of Rule 54 (b), and the judgment hereinafter entered is such final judgment.

JUDGMENT

IT IS ORDERED, ADJUDGED AND DECREED by the Court, upon the foregoing findings of fact and conclusions of law,

that intervenor, Commercial Standard Insurance Company, have judgment in its favor as prayed for in its Complaint in Intervention herein; that intervenor has no coverage under its aforesaid policies described in the findings of fact above, attached as Exhibits A and B to its Complaint in Intervention, and by this reference made a part hereof; that it has no obligation to defend the claims of plaintiffs in the amended complaint against the defendants, C. E. Conklin and H. E. Conklin, dba Conklin Brothers, Contractors, and sued herein as Conklin Brothers Construction Company, and no obligation to pay any judgment that may be recovered against said Conklin Brothers by the plaintiffs; and that the intervenor has no obligation to defend any claims of defendants, Southwestern Bell Telephone Company, Simms Construction Company, and H. Delbert Lewis, against Conklin Brothers, and no obligation to pay any judgment that might be rendered in favor of said defendants against Conklin Brothers.

There being no just reason for delay of final judgment as to the issues raised by the claims of intervenor in intervenor's Complaint in Intervention, it is directed that this judgment, under the provisions of Rule 54 (b), shall be final as to intervenor's Complaint in Intervention, and the noncoverage of its insurance policies as aforesaid.

DATED this 21st day of January, 1958, at Tulsa,

Oklahoma.



DISTRICT JUDGE.

CERTIFICATE OF SERVICE

On the _____ day of January, 1958, copies of the above and foregoing Findings of Fact, Conclusions of Law, and Judgment upon Claim of Commercial Standard Insurance Company in its Petition in Intervention were mailed to:

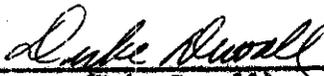
Mr. Joseph A. Sharp, Messrs. Rucker, Tabor & Cox, Wright Building, Tulsa, Oklahoma, Attorneys for Plaintiffs;

Mr. Ben L. Burdick, Messrs. Embry, Crowe, Tolbert, Boxley & Johnson, First National Building, Oklahoma City, Oklahoma, Attorneys for Southwestern Bell Telephone Company;

Messrs. Doerner, Rinehart & Stuart, National Bank of Tulsa Building, Tulsa, Oklahoma, Attorneys for C. E. Conklin and H. A. Conklin;

Messrs. Sanders, McElroy & Smith, 205 Denver Building, Tulsa, Oklahoma, Attorneys for Simms Construction Company;

Messrs. Lovell, Lyle & Lorange, P. O. Box 218, Dumas, Texas, Attorneys for H. Delbert Lewis.



(Duke Duvall).

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

CIVIL NO. 4387

One 1956 Mercury 2-door Custom Sedan,
Motor No. 568L55841M, its tools and
appurtenances, and 174.45 wine gallons
of assorted taxpaid liquors,

Respondents,

Abe L. Levin and John Bill Edwards,

Claimants.

FILED

JAN 21 1958

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 filed herein;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the 1956 Mercury 2-door Custom Sedan, Motor No. 568L55841M, and the 174.45 wine gallons of asserted taxpaid liquors be forfeited and all right, title and interest there- to shall be and the same are hereby vested in the Administrator, General Services Administration, Washington, D.C., and the respondent 1956 Mercury 2-door Custom Sedan is hereby ordered to be delivered to said Administrator.



U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT
for the
Northern District of Oklahoma

National Gypsum Company, 9
a corporation,)
Plaintiff,)
vs.)
Grand River Dam Authority,)
Defendant.)

Civil No. 4236

FILED

JAN 22 1958

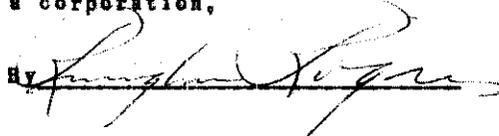
DISMISSAL BY PLAINTIFF

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

Comes now the plaintiff and hereby dismisses the
above entitled cause, with prejudice to a future action,
at the cost of the plaintiff.

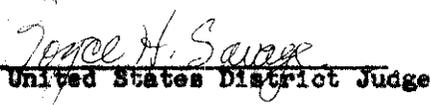
Dated this the 32 day of January, 1958.

NATIONAL GYPSUM COMPANY,
a corporation,

By 

Attorneys for Plaintiff

IT IS HEREBY ORDERED that the above entitled cause
is dismissed with prejudice.


United States District Judge

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

LAWTON C. FERGUSON,

Plaintiff,

vs.

No. 4359- Civil

WESTERN CASUALTY AND SURETY
CO., a corporation, and WESTERN
FIRE INSURANCE CO., a corporation,

Defendants.

FILED

JAN 22 1958

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

ORDER OF DISMISSAL

NOW, on this 22nd day of January, 1958, there came on for hearing plaintiff's oral motion to dismiss the above captioned matter with prejudice. Plaintiff was represented by his counsel, R. L. Davidson, Jr., of the firm Houston, Klein & Davidson, and defendant was represented by its attorney, Alfred B. Knight. The Court finds that the plaintiff herein has made, executed and delivered unto the defendants a full, final and complete release, settling all claims arising between the parties and all claims which plaintiff may have against the defendants; reserving, however, his rights against persons other than said defendants. The Court hereby approves said settlement and release of the claims and causes of action in said complaint.

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

Rayce H. Savage
Judge of the United States District Court

Houston, Klein & Davidson
R. L. Davidson, Jr.
Attorney for Plaintiff

Alfred B. Knight
Attorney for Defendants

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

T. W. Humphrey,)
)
 Plaintiff,)
)
 vs.)
)
 J. H. Bench, et al.,)
)
 Defendants.)

No. 3933-Civil

FILED

JAN 24 1958

DISMISSAL WITHOUT PREJUDICE AS TO
DEFENDANT UNION PETROLEUM CORPORATION NOBLE C. HOOD
Clerk, U.S. District Court

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 defen-
dant Union Petroleum Corporation, a corporation, only, plain-
tiff 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 January 23, 1958.

Respectfully submitted,

T. W. HUMPHREY, Plaintiff

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

ORDER OF DISMISSAL WITHOUT PREJUDICE
AS TO DEFENDANT UNION PETROLEUM COR-
PORATION

NOW, on this 24 day of January, 1958, 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, Union Petroleum Corporation, 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

Royce H. Savage
United States District Judge

FARMER, WOOLSEY, FLIPPO & BAILEY

By J. B. (Jack) Bailey
J. B. (Jack) Bailey
Counsel for defendant corporation,
Union Petroleum Corporation

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

JAN 24 1958

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

DISMISSAL WITHOUT PREJUDICE AS TO
DEFENDANT UNION PETROLEUM CORPORATION

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 Union Petroleum Corporation, 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 January 23, 1958.

Respectfully submitted,
RICHARD E. SMITH, Plaintiff
By *B. H. Carey*
E. H. Carey
Counsel for Plaintiff

ORDER OF DISMISSAL WITHOUT PREJUDICE
AS TO DEFENDANT UNION PETROLEUM COR-
PORATION

NOW, on this 24 day of January, 1958, 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, Union Petroleum Corporation, 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: *Noble S. Hood*
United States District Judge

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

FARMER, WOOLSEY, FLIPPO & BAILEY
By *J. B. (Jack) Bailey*
J. B. (Jack) Bailey
Counsel for defendant corporation,
Union Petroleum Corporation

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

JAN 24 1958

DISMISSAL WITHOUT PREJUDICE AS TO DEFENDANT UNION PETROLEUM CORPORATION NOBLE C. HOOD
Clerk, U.S. District Court

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 Union Petroleum Corporation, 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 January 23, 1958.

Respectfully submitted,

DON MARTIN KELSEY, Plaintiff

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

ORDER OF DISMISSAL WITHOUT PREJUDICE
AS TO DEFENDANT UNION PETROLEUM CORPORATION

NOW, on this 24 day of January, 1958, 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, Union Petroleum Corporation, 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:

Raymond H. Savage
United States District Judge

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

FARMER, WOOLSEY, FLIPPO & BAILEY

By J. B. (Jack) Bailey
J. B. (Jack) Bailey
Counsel for defendant corporation,
Union Petroleum Corporation

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

FILED

THOMAS H. GREEN,

Plaintiff,

vs.

GENERAL AMERICAN OIL COMPANY OF TEXAS,

Defendant.

JAN 24 1958

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

No. 4132 Civil

ORDER OF DISMISSAL WITH PREJUDICE ON PLAINTIFF'S MOTION

On this 24 day of January, 1958, there came on for hearing Plaintiff's Motion to Dismiss with Prejudice and Plaintiff appearing by his attorney, Dick Jones, and Defendant appearing by its attorneys, Williams, Boesche & McLermott, and the Court being fully advised in the premises finds that the parties to this action have fully and finally compromised and settled all their differences including the matters involved herein and that said Motion should be granted; it is therefore,

ORDERED that Plaintiff's Amended Complaint be dismissed with prejudice to the bringing of another action concerning any of the matters involved herein, with costs to be taxed against the Plaintiff.

Rayne H. Savage
DISTRICT JUDGE

APPROVED:

Dick Jones
Attorney for Plaintiff

Lowell Boesche
Attorney for Defendant

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

I HEREBY CERTIFY THAT THE FOREGOING
IS A TRUE COPY OF THE ORIGINAL ON FILE
IN THIS COURT.

NOBLE C. HOOD, CLERK

BY _____ DEPUTY

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

BUMA DANIELS,

Plaintiff,

-vs-

ARGIL ROY DEATHERAGE,

Defendant.

No. Civil 4319

FILED

JAN 24 1958

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

ORDER OF DISMISSAL

Upon the showing this cause has been fully compromised and settled, this cause is hereby dismissed with prejudice, at the cost of the Defendant.

Dated this 24th day of Jan. 1958

Roger H. Savage

JUDGE

OK

[Signature]

Attorney for Plaintiff

OK

[Signature]

Attorney for Defendant

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

FRANKLIN LEE DANIELS, an infant)
under the age of 21 years, who sues)
by JOHN DANIELS, as next friend,)

Plaintiff,)

-vs-

No. 4320

ARGIL ROY DEATHERAGE,)

Defendant.)

FILED

JAN 24 1958

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

JUDGMENT

On this 24th day of January, 1958, this cause comes on for hearing by agreement of the parties who show by stipulation the parties hereto have agreed upon a compromise settlement herein by the payment of Five Hundred Dollars (\$500.00) and costs herein which the Court approves.

IT IS THEREFORE ORDERED Plaintiff have and recover of the Defendant the sum of Five Hundred Dollars (\$500.00) and costs herein.

Raymond H. Savage
JUDGE

OK

[Signature]
Attorney for Plaintiff

OK

[Signature]
Attorney for Defendant

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

Tri-State Insurance Company,)
a corporation,)
)
Plaintiff,)
)
vs.)
)
Joint Independent School District)
No. 5, Delaware County, Oklahoma,)
W.W. Patrick and Max H. Smith,)
dba Patrick & Smith Construction)
Company, Broken Arrow, Oklahoma,)
)
Defendants,)
)
United States of America,)
)
Intervenor.)

NO. 4108-C

FILED

JAN 28 1958

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

JOURNAL ENTRY OF JUDGMENT

This cause, being tried to the Court on September 3, 1957, the parties appearing by their respective counsel of record; and, evidence having been offered, the case was submitted on Briefs, and considered by the Court until December 30, 1957, on which date, the Court announced its judgment; and thereafter entered Findings of Fact and Conclusions of Law.

NOW THEREFORE, pursuant to such Findings of Fact and Conclusions of Law, it is hereby ordered, adjudged and decreed as follows:

1) That the plaintiff have judgment against the defendant, Joint Independent School District No. 5, Delaware County, Oklahoma, in the sum of Eleven Thousand, Four Hundred Sixty-Five Dollars and Forty-Two Cents (\$11,465.42); and that, upon payment of such sum by the School District to plaintiff, the School District should be dismissed from further liability herein.

2) The claim of the intervenor, United States of America, is denied; and the defendant, Joint Independent School District No. 5, Delaware County,

Oklahoma, is relieved from all liability by reason of the claim of intervenor.

3) The claim of plaintiff to funds held by the Joint Independent School District No. 5, Delaware County, Oklahoma, is adjudged and decreed to be paramount and superior to the claim of intervenor, United States of America against such funds.

4) The plaintiff is entitled to judgment for its costs herein.

DATED January 28, 1958.

for Robert Savage
U. S. DISTRICT JUDGE

O.K.

LOONEY, WATTS, LOONEY & NICHOLS

BY: C. J. Watts
Attorneys for Plaintiff

Attorneys for intervenor, United States of America.

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

Dora Mae Hair,

Plaintiff,

vs.

William Melton Coons; Wayne T. Cudd
and Hiram L. Cudd, doing business as
Cudd Brothers, a co-partnership, and
Pat Kimbro,

Defendants.

No. 4331

FILED

JAN 29 1958

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

STIPULATION FOR DISMISSAL

It is hereby stipulated and agreed by and between the parties to
this action that the plaintiff, Dora Mae Hair, may and she does hereby
dismiss the above styled and numbered action with prejudice to the bringing
of a future action.

Dated this 29 day of January, 1958.

Dora Mae Hair
Plaintiff

Battenfeld & Battenfeld
By [Signature]
Counsel for Plaintiff

[Signature]
Counsel for Defendants

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
above styled and numbered action be dismissed with prejudice, this 29
day of January, 1958.

[Signature]
U. S. District Judge

rdh/mrh

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

BENEDICT P. COTTONE and
ARTHUR SCHEINER, co-partners
d/b/a COTTONE & SCHEINER

Plaintiffs

vs.

ELFRED BECK

Defendant

No. 4225 Civil

FILED

JAN 31 1958

ROBERT L. HOOD
Clerk of the District Court

DISMISSAL WITH PREJUDICE

Come now the Plaintiffs above named, by their attorney,
Harry D. Moreland, and dismiss the above entitled cause of action
with prejudice.

Dated this January 31th, 1958.


Harry D. Moreland
1510 National Bank of Tulsa Building
Tulsa, Oklahoma

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

N. L. DOYLE,

Plaintiff,

vs.

THE WESTERN UNION TELEGRAPH
COMPANY, a corporation, et al,

Defendants,

Civil Action

No. 4341

FILED

JAN 31 1958

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

ORDER GRANTING PLAINTIFF
TO DISMISS WITHOUT PREJUDICE

Now, on this 31st day of January, 1958,

the above matter comes on for hearing upon the application of the plaintiff, plaintiff appearing by his attorney, Gerald D. Swanson, and the Court, having heard statement of counsel, does hereby find that the plaintiff has met the conditions set by the Court which were conditions precedent to the dismissal of said cause and finds that the plaintiff has heretofore submitted himself to a physical examination by a doctor selected by the defendant, namely Dr. Vance Lucas, and that the plaintiff has also paid to the defendants the sum of \$25.00 as and for court costs herein expended.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above entitled cause be and is hereby dismissed by the plaintiff without prejudice to a future filing.

Ray H. George
JUDGE

OK AS TO FORM:

Martin, Logan, Meyers, Martin & Hull
Attorneys for Defendants

By Robert S. Rieley
Robert S. Rieley

Gerald D. Swanson
Gerald D. Swanson
Attorney for Plaintiff

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

St. Louis-San Francisco Railway
Company, a corporation,
-vs-
C. & L. Supply Company, Inc.,
Plaintiff
Defendant

No. 4354 Civil

FILED

JAN 31 1958

ORDER CORRECTING JOURNAL ENTRY OF JUDGMENT

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

On this 31st day of February, 1958, it appearing
that due to a typographical error Journal Entry of Judgment
filed herein on the 7th day of January, 1958, erroneously shows
the amount of judgment to be \$802.08; whereas, the amount sued
for herein, as shown by the Complaint and plaintiff's Motion for
Default Judgment, is \$862.08;

IT IS THEREFORE ORDERED that said Journal Entry of
Judgment be corrected to show judgment in the sum of \$862.08
instead of \$802.08, and that plaintiff have and recover from
defendant judgment in the sum of \$862.08 and its costs herein.

Raymond Savage

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

RICHARD K. FREEMAN, a minor,
by his mother and next friend,
ANN FREEMAN,

Plaintiff,

vs.

HARRY W. BLAKE and A. H. DEVENY
& COMPANY, INC., A Corporation,

Defendants.

4383 CIVIL

FILED

JAN 31 1958

ORDER OF DISMISSAL

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

NOW on this 31st day of January, 1958, there came on for hearing the plaintiff's oral motion to dismiss the above captioned matter with prejudice. Plaintiff was represented by his attorney, Gerald Swanson, and the defendant was represented by their attorney, Alfred B. Knight. The court finds that the plaintiff herein has made, executed and delivered to the defendant in full, final and complete settled 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 defendants with prejudice.

/s/ Roy C. Savage
Judge of the United States District Court.

Gerald P. Swanson
Attorney for Plaintiff,

Alfred B. Knight
Attorney for Defendants.

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

AMERICAN NATIONAL FIRE INSURANCE)
COMPANY OF NEW YORK, Plaintiff)
)
vs)
)
DONALD S. DAVIS, ROBERT L.)
WHITEHEAD, LOLA FERN BRISTOL,)
now WHITEHEAD, SHIRLEY SUE SCOTT,)
G. G. HENRY and MRS. G. G. HENRY,)
Next of Kin of BARBARA C. HENRY,)
Deceased, and SECURITY NATIONAL)
BANK OF SAPULPA, Defendants)

NO. 4344 CIVIL

FILED

FEB - 4 1958

DECLARATORY JUDGMENT

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

This matter having come on for trial before the Court without a jury and the Court having considered the evidence submitted on behalf of the respective parties, and having filed its findings of fact and conclusions of law concluding that the plaintiff is entitled to the declaratory relief prayed for in the plaintiff's complaint,

IT IS BY THE COURT ADJUDGED AND DECLARED

1. That plaintiff's insurance policy No. A 32826 was not in force or effect on March 23, 1957.
2. That the defendants, Donald S. Davis, Robert L. Whitehead, Lola Fern Bristol, Shirley Sue Scott, G. G. Henry and Mrs. G. G. Henry, next of kin of Barbara C. Henry, deceased, and Security National Bank of Sapulpa, have no rights under said policy of insurance.
3. That the plaintiff is not obligated under said policy of insurance to defend the action instituted by Shirley Sue Scott against Robert L. Whitehead and Lola Fern Bristol in the District Court of Tulsa County, Oklahoma, or to defend any other action that may be instituted as a result of the automobile collision of March 23, 1957, and plaintiff is not obligated to pay any judgment that may be rendered in such action or actions, and plaintiff is under no obligation to Security National Bank of Sapulpa, as loss payee under said policy, nor to Donald S. Davis or Robert L. Whitehead under the collision coverage of said policy.

4. That a declaratory judgment for the relief prayed for in plaintiff's complaint be and is hereby rendered in favor of the plaintiff and against all the defendants.

DATED this 3rd day of February, 1944.

Royce H. Swartz

United States District Judge

Ok'd by Raymond S. Feldman
Attorney for Security National Bank
O.K. Hubert Smith, atty. for Donald Davis
Copies mailed to
J. Brown
Paul Segal

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

DIVISION NO. 892, AMALGAMATED)
ASSOCIATION OF STREET, ELECTRIC)
RAILWAY AND MOTOR COACH EMPLOYEES)
OF AMERICA,)
Plaintiff,)

-vs-

TULSA CITY LINES, INC.,)
Defendant.)

FILED

FEB - 4 1958

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

No. 4376 Civil.

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND JOURNAL ENTRY OF JUDGMENT**

This matter coming on for hearing before the undersigned, Judge of the United States District Court for the Northern District of Oklahoma, on this 31st day of January, 1958, the plaintiff appearing by its counsel, Dyer, Powers & Gotcher, Attorneys at Law, and the defendant appearing by its counsel, Crowe and Thieman, Attorneys at Law, whereupon both parties having agreed that said matter could be heard and determined, not only upon the issues presented by the defendant's motion for summary judgment but upon the merits of the case as well, it being implied that the matter for decision is one primarily of a question of law, whereupon the Court, after examining the pleadings herein, having heard oral statements of facts and arguments of law of counsel herein, makes the following findings and conclusions:

Findings of Fact

1. That the parties hereto have heretofore entered into a collective bargaining agreement dated January 25, 1956 effective from November 16, 1955 to November 15, 1957 which bargaining agreement is by stipulation of parties considered as a part of the evidence herein and as a part of this record.

2. The Court takes judicial notice and therefore finds that Tulsa City Lines, Inc., was at all times pertinent herein an employer of employees who are members of the plaintiff's organization and such employer was engaged in an industry affecting interstate commerce as defined by the Labor Management Relation Act of 1947 as amended, to-wit: In the transportation intra-city in the City of Tulsa of the general public to and from the business center to its outlying residential and industrial districts; that the City of Tulsa has approximately 200,000 inhabitants and that said City is the headquarters and has other offices of many large oil companies and other industries producing and marketing products used and consumed around the world.

3. That Tulsa City Lines, Inc. on June 30, 1957 ceased operations as a public transit line in the City of Tulsa, Oklahoma and terminated the employment of the members of plaintiff's labor organization on said date.

4. That upon the termination of such employment, Tulsa City Lines, Inc., refused to pay any of its employees any vacation pay accrued subsequent to the last vacation year.

5. That the plaintiff herein requested arbitration of the defendant's liability for such accrued pro-rata vacation pay in accordance with the provisions of said contract and that Tulsa City Lines, Inc., has to date refused to submit to arbitration of such matter.

Conclusions of Law

That this Court has jurisdiction of the parties and the subject matter herein by reason of the Labor Management Relations Act of 1947, Sec. 301 (a), 29 USCA Sec. 185 (a).

That the dispute in reference to the defendant's obligation for accrued pro-rata vacation pay to its former employees is such a dispute that is subject to arbitration pursuant to the provisions of the bargaining agreement entered into between the plaintiff and defendant.

That all preliminary proceedings necessary to invoke arbitration of such matter have been taken.

Journal Entry of Judgment

Based upon the foregoing findings and conclusions, IT IS THE ORDER, JUDGMENT AND DECREE of this Court that the parties hereto enter into arbitration proceedings to determine the defendant's liability, if any, for accrued pro-rata vacation pay, such arbitration proceedings to be conducted in accordance with the terms and provisions of the bargaining agreement entered into between the parties hereto.

Dated at Tulsa, Oklahoma this 5th day of February, 1958.

Royce H. Savage
Royce H. Savage,
United States District Judge.

or
P. W. ...
P. W. ...

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

CHARLES SHEPPARD, Jr.,)

Plaintiff)

-vs-)

No. 4007

RETAIL CREDIT COMPANY, INC.,)

E. E. LOAR and)

ALEXANDER STONE,)

Defendants)

FILED

FEB - 6 1958

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

ORDER FOR SUMMARY JUDGMENT

This cause coming on to be heard upon the motion of the Defendant Alexander Stone for Summary Judgment against the Plaintiff, it is by the Court this 9th day of January, 1958,

ORDERED AND ADJUDGED AS FOLLOWS:

That the Motion of the Defendant Alexander Stone for judgment against the Plaintiff Charles Sheppard, Jr. be and is hereby sustained; that Plaintiff take nothing by his cause of action against said Defendant and Defendant Alexander Stone is hereby granted judgment against Plaintiff Charles Sheppard, Jr.

ROYCE H. SAVAGE

JUDGE

APPROVED:

Charles Sheppard, Jr., Plaintiff

By (S) Charles Dunn

Alexander Stone, Defendant

By (S) George S. Downey

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,
Plaintiff,
vs.
1,049.37 Acres of Land, More or Less,
Situate in Rogers County, Oklahoma,
and Miles Dana Bacon, et al,
Defendants.

CIVIL NO. 4169

FILED

FEB 10 1958

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 on Verdict of Jury filed January 9, 1958, in the above styled cause is amended in the following particulars:

On the last page of the judgment the recitation of just compensation shown under Tracts B-263 and B-264 should be and is hereby corrected to read:

Cal Steidley and Madeline Steidley, his wife,		
For surface interest,	\$7,800.00	
For 1/2 mineral interest,	<u>495.00</u>	
		Total . . \$8,295.00

State of Oklahoma, ex rel Commissioners of Land Office,		
For 1/2 mineral interest,		. . 495.00

IT IS SO ORDERED this 5th day of February, 1958.

Royal H. Savage
U. S. DISTRICT JUDGE

LEU:lg
2/5/58

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

UNITED SUPPLY & MANUFACTURING
COMPANY, a corporation,

Plaintiff

vs.

OWEN DRILLING COMPANY,
a corporation,

Defendant

Civil No. 4206
FILED

FEB 6 1958

O R D E R

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

Now on this 4th day of February, 1958, there having been filed herein the report of the Receiver herein and the application for the allowance of a Receiver's fee and the application for the allowance of attorney's fees filed herein by John T. Gibson and Irvine E. Ungerman, attorneys for the Receiver herein, for good cause shown:

IT IS HEREBY ORDERED BY THIS COURT that a hearing on the Receiver's final account and the application for the allowance of a Receiver's fee for John A. Hendershot, Jr., and attorney's fees for John T. Gibson and Irvine E. Ungerman, attorneys for the Receiver, be and they are hereby set for hearing before the undersigned United States District Judge in Tulsa, Oklahoma, on the 25th day of February, 1958, at the hour of 9:30 o'clock A.M.

IT IS FURTHER ORDERED BY THIS COURT that on or before the 17th day of February, 1958, all persons claiming indebtedness against the receivership herein be and they are hereby required to file proof of claims duly verified with the Clerk of this Court.

IT IS FURTHER ORDERED BY THIS COURT that a copy of this order shall be mailed by the Clerk of this Court to all of the creditors of this estate, as well as to the creditors of this receivership.

Royce W. Savage
United States District Judge

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

DIVISION NO. 892, AMALGAMATED
ASSOCIATION OF STREET, ELECTRIC
RAILWAY AND MOTOR COACH
EMPLOYEES OF AMERICA,

Plaintiff,

vs.

TULSA CITY LINES, INC.,

Defendant.

No. 4376 Civil

FILED

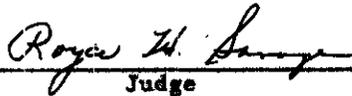
FEB - 6 1958

NOBLE D. HODG
Clerk, U.S. District Court

ORDER AMENDING JUDGMENT

Pursuant to the application of the defendant for relief from a judgment entered herein on the 4th day of February, 1958, said application having been consented to by the plaintiff, said judgment is hereby amended to provide that the defendant shall have 30 days from the 4th day of February, 1958, within which to comply with the judgment of the court by naming an arbitrator pursuant to the terms of the contract between the parties.

Dated this 6th day of February, 1958.



Judge

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

ANN CRABTREE,

Plaintiff

v.

ALAN LEROY BRILEY and FRIEDMAN
& SON, INC., a foreign corporation, doing
business as Oklahoma Scrap Paper Company
and Oklahoma Waste Paper Company,

Defendants

No. 4396-Civil

FILED

FEB 12 1958

ORDER OF DISMISSAL WITH PREJUDICE

NOW, ON THIS, the 12 day of February, 1958, this matter comes on for consideration by this Court on the dismissal by the plaintiff herein and the request of the plaintiff for an Order of this Court dismissing this cause with prejudice to her further right to prosecute same.

The Court has examined the Dismissal on file and has heard and considered statement of the parties and finds that the Dismissal is in due and proper form and order and that the matters set forth therein are true and correct, and that the cause of action of the plaintiff and her husband have been merged in this compromise settlement, and that she no longer has any claim, demand, suit, or cause of action against the defendants or any joint tort feasons, and that her cause of action should be dismissed and that her request is, therefore, granted in accordance with the terms set forth therein.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED that plaintiff's cause of action be and the same is hereby dismissed with prejudice to her further right to prosecute same and at plaintiff's cost.

DONE AND DATED in open court the day and year first above written.

/s/ Royall Savage
Judge

OK: /s/ Harold W. Coburn
Attorney for Plaintiff

OK: /s/ W. E. Green
Attorney for Defendants

OK: /s/ Harold W. Coburn
Attorney for Plaintiff's Husband

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

John S. Carlson and
Sara Ann Carlson,

Plaintiffs,

vs.

United States of America,

Defendant.

Civil No. 4119

FILED

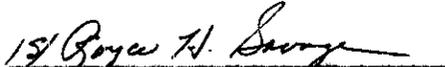
FEB 17 1958

ORDER TO DISMISS

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

On this 17 day of February 1958, this matter coming on for hearing on motion of the United States of America to dismiss appeal taken in this cause, and the Court, having been fully advised in the premises, finds that the motion shall be sustained, and

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


United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA.

T. A. Manhart and
Virginia Manhart,

Plaintiffs,

vs.

United States of America,

Defendant.

Civil No. 4120

FILED

FEB 17 1958

ORDER TO DISMISS

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

On this 17 day of February 1958, this matter coming on for hearing on motion of the United States of America to dismiss appeal taken in this cause, and the Court, having been fully advised in the premises, finds that the motion shall be sustained, and

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

18 Royce H. Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Clark Millison and
Georgia Millison,

Plaintiffs,

vs.

United States of America,

Defendant.

Civil No. 4121

FILED

FEB 17 1958

ORDER TO DISMISS

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

On this 17 day of February 1958, this matter coming on for hearing on motion of the United States of America to dismiss appeal taken in this cause, and the Court, having been fully advised in the premises, finds that the motion shall be sustained, and

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

1st Roger H. Senger
United States District Judge

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

McCORMICK F. ENIX,

Plaintiff,

vs.

THE GUARDIAN LIFE INSURANCE
COMPANY OF AMERICA,

Defendant.

No. 4349

FILED

FEB 17 1958

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

JUDGMENT DISMISSING CAUSE WITH PREJUDICE

The above-entitled matter coming before the court upon the written Contract of Compromise, Settlement and Release and Motion to Dismiss with Prejudice on file herein, the court finds that said compromise, settlement and release should be approved and judgment of dismissal entered.

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

1. The compromise agreement between the plaintiff and his attorney of record and the defendant, referred to above and by this reference made a part hereof, is hereby approved and confirmed.
2. The policy of insurance sued upon herein and issued by defendant to plaintiff, and being described as Policy No. A-11885, dated May 2, 1955, has been surrendered to defendant and the same is hereby cancelled ab initio, and the defendant is discharged from any and all liability and obligation upon such policy and any claims arising out of the same, past, present and future, and to the same extent as if such policy had never been issued.
3. The above-entitled case be and it is hereby dismissed with prejudice.
4. Each party shall bear its own costs herein expended and no judgment for costs shall be entered.

APPROVED:

15 John A. Cochran

John A. Cochran,
Attorney for Plaintiff

GABLE, GOTWALS & HAYS

By 15 Jack N. Hays

Jack N. Hays
Attorneys for Defendant

15 Royal H. Savage
Judge

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

UNITED STATES FIDELITY AND
GUARANTY COMPANY,

Plaintiff,

vs.

CITY OF SAPULPA, Creek County,
State of Oklahoma, and JANE C.
CURRY,

Defendants.

No. 4374-Civil

FILED

FEB 17 1958

ORDER

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

NOW, on this 17th day of February, 1958, there came on for hearing the oral application of United States Fidelity and Guaranty Company and the City of Sapulpa, a municipality, to enter a consent final order in the above captioned matter. The plaintiff appeared by and through its attorney, Alfred B. Knight, and the defendant, City of Sapulpa, appeared by and through its attorney, Dan Odell. The parties move that the Court generally find all issues in favor of the plaintiff, and that the plaintiff does not have insurance coverage for the accident as alleged in the Complaint. The parties move that the cause of action against Jane C. Curry be dismissed without prejudice and the Court so finds.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff has no obligation or liability to the defendant, City of Sapulpa, under the provisions of the aforesaid contract or policy of insurance on account of the incident referred to in the Complaint; and that the action be dismissed without prejudice against Jane C. Curry.

ROYCE H. SAVAGE

Judge

/s/ ALFRED B. KNIGHT
Attorney for Plaintiff

/s/ DAN ODELL
Attorney for City of Sapulpa

/s/ DAN W. WALKER
Attorney for Jane C. Curry

*Sent copies to U. S. F. & S.
2-12-58*

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF

OKLAHOMA

UNITED STATES OF AMERICA, for the)
use of D-X Sunray Oil Company,)
a corporation,)

Plaintiff,)

vs.)

OSCAR M. DRAKE and THE STANDARD)
INSURANCE COMPANY, a corporation,)

Defendants,)

STANDARD INDUSTRIES, INC., a)
corporation, and PAUL GRACE,)

Intervenors.)

Civil No. 4381

FILED

FEB 17 1958

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

J U D G M E N T

This case having been heretofore heard on pre-trial on the 30th day of January, 1958, pursuant to regular setting and assignment, and the Court having made its Findings of Fact and Conclusions of Law;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THIS COURT that use plaintiff D-X Sunray Oil Company do have and recover of and from the defendants Oscar M. Drake and The Standard Insurance Company, a corporation, and each of them, jointly and severally, the sum of \$1,219.44, with interest thereon at the rate of 6% per annum from the 19th day of July, 1957, until paid, and its costs in this action, for all of which let execution issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THIS COURT that intervener Standard Industries, Inc., a corporation, do have and recover of and from the defendants Oscar M. Drake and The Standard Insurance Company, a corporation, and each

of them, jointly and severally, the sum of \$641.66, with interest thereon at the rate of 6% per annum from the 19th day of July, 1957, until paid, and its costs in this action, for all of which let execution issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THIS COURT that intervenor Paul Grace do have and recover of and from the defendants Oscar M. Drake and The Standard Insurance Company, a corporation, and each of them, jointly and severally, the sum of \$827.26, with interest thereon at the rate of 6% per annum from the 19th day of July, 1957, until paid, and its costs in this action, for all of which let execution issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THIS COURT that defendant The Standard Insurance Company, a corporation, do have and recover of and from the defendant Oscar M. Drake the sum of \$2,688.36, with interest thereon at the rate of 6% per annum from the 19th day of July, 1957, until paid, and its costs in this action, for all of which let execution issue.

Entered this 17 day of Feb, 1958.

ROYCE H. SAVAGE

Judge

(Signed)
OK - Ben Hatcher
atty for D-X
Sunray Oil Company

OK - O. R. Supardus
atty for Standard Industries, Inc.
and Paul Grace, Intervenor

B + H

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

Mable Henderson,
Plaintiff,
vs.
The Atchison, Topeka and Santa Fe Railway Company, a corporation, and Oley Anderson,
Defendants.

No. 4333-Civil

FILED

FEB 20 1958

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

ORDER OF DISMISSAL

NOW, on this 20th day of February, 1958, comes on for hearing the stipulation of dismissal of plaintiff and defendants hereto in the above entitled cause; the Court finds that said cause has been settled and that the defendant, The Atchison, Topeka and Santa Fe Railway Company, a corporation, has this date paid to the plaintiff, Mable Henderson, the sum of One Thousand, Two Hundred Fifty and No/100 Dollars (\$1250.00) in full settlement, release and satisfaction of plaintiff's cause of action set forth in the complaint herein, and that said plaintiff has accepted said sum in full satisfaction, release and discharge of her cause of action and claim against the defendants, and the Court, after due consideration and after having heard oral testimony, 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.

O. K.

[Signature]
Attorney for Plaintiff

(sg) Royce H. Savage
JUDGE

RAINEY, FLYNN & ANDERSON

By [Signature]

BIDDISON & RHEAM

By [Signature]

Attorneys for Defendants

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

Mrs. Juanita Jamison,

Plaintiff,

vs.

American Airlines, Inc.,
a Delaware Corporation,

Defendant.

NO. 4308-Civil

FILED

FEB 21 1958

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

ORDER

NOW, on this 20th day of February, 1958, it being made to appear to the Court by stipulation of counsel that all claims of the plaintiff against the defendant herein have been fully compromised and settled, and that this action should be dismissed with prejudice,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that this action be and the same is hereby dismissed with prejudice to a future action.

Royce H. Swager
JUDGE OF THE UNITED STATES DISTRICT
COURT

OK:

Thomas B. Ruck
Attorneys for Plaintiff

Lynn J. Bull, Jr.
Attorneys for Defendant

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

Howard Jamison,

Plaintiff,

vs.

American Airlines, Inc., a
Delaware Corporation,

Defendant.

NO. 4309-Civil

FILED

FEB 21 1958

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

ORDER

NOW, on this 20th day of February, 1958, it being made to appear to the Court by stipulation of counsel that all claims of the plaintiff against the defendant herein have been fully compromised and settled, and that this action should be dismissed with prejudice,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that this action be and the same is hereby dismissed with prejudice to a future action.

Royce H. Savage
JUDGE OF THE UNITED STATES DISTRICT
COURT

OK:

Truman B. Park
Attorneys for Plaintiff

Lynn J. Bullock, Jr.
Attorneys for Defendant

UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

JAMES T. MICHEL,

Plaintiff,

vs.

ST. LOUIS-SAN FRANCISCO
RAILWAY COMPANY, et al,

Defendants.

No. 4397 Civil

FILED

FEB 21 1958

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

ORDER OF REMAND

This matter coming on for hearing on this 17th day of February, 1958 pursuant to regular setting and notice to the parties, the plaintiff appearing by and through his attorney, Floyd L. Walker, the defendants appearing by and through their attorney, Harvey Harmon of Satterfield, Franklin and Harmon, both sides having announced ready, the Court thereupon received the evidence submitted for and on behalf of the defendants, and after having received the arguments of counsel and being well and fully advised in the premises, the Court finds that plaintiff's Petition states a cause of action against the defendant, Claire McVeigh, that there is no diversity of citizenship between the plaintiff and all of the defendants, that this Court is without jurisdiction and that the said action should be remanded to the District Court of Tulsa County, Oklahoma, from which it was improperly removed.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court that this action is remanded to the District Court of Tulsa County, Oklahoma.


JUDGE ROYCE H. SAVAGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

602.72 Acres of Land, More or Less,
Situate in Rogers County, Oklahoma,
and Doss Briggs, et al, and Unknown
Owners,

Defendants.

CIVIL ACTION NO. **4430**

FILED

FEB 2 1 1958

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

ORDER FOR DELIVERY OF POSSESSION

This action coming on for hearing upon Motion of the plaintiff for an Order for the Surrender of Possession to plaintiff of certain property described in the Complaint filed herein, and it appearing that plaintiff is entitled to possession of such property,

IT IS HEREBY ORDERED that all defendants in this action with respect to Tracts Nos. C-301, C-303, C313, C-322, D-418, D-426, D-429, D-449, D-453, G-720, G-721, C-301E-1, C-301E-2, C-301E-3, C-303E, and C-322E, and all persons in possession or control of these tracts, which are described in the Complaint filed herein, shall surrender possession of such property, to the extent of the estate being condemned, to plaintiff, immediately, provided that a copy of this Order be served forthwith upon all known persons in possession or control of the property.

ROYCE H. SAVAGE
U. S. DISTRICT JUDGE

IN THE DISTRICT COURT FOR THE NORTHERN DISTRICT
OF OKLAHOMA

PHILIP K. NELSON,)
)
 Plaintiff,)
)
 -vs-)
)
 LE ROY KRETZER, a sole trader)
 doing business as Salt City Electric)
 Company, and CONTINENTAL CAS-)
 UALTY COMPANY, a corporation,)
)
 Defendants.)

No. ~~93979~~
4336 Civil

FILED

FEB 24 1958

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

JUDGMENT

This case having heretofore
come on for trial on the 24th day of February, 1958, pursuant to regular
setting and assignment, and the Court having made its findings of fact
and conclusions of law; IT IS THEREFORE ORDERED, ADJUDGED AND
DECREED by this Court that Philip K. Nelson, assignee of Nelson Electric
Supply Company do have and recover of and from defendant, Continental
Casualty Company, a corporation, the sum of Six Thousand Dollars (\$6,000.00),
including interest, costs and attorneys fees, for all of which let execution
issue.

Entered this *24th* day of February,

1958

ROYCE H. SAVAGE
United States District Judge for the
Northern District of Oklahoma

cc J. H. ...
att. for ...
O.K. Thomas J. ...
att. for Continental
Casualty Co.

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

HENRY OLIGENS MEYER and
DOROTHEA LILLIAN MEYER,

VS

Plaintiffs

NO. 4377 ✓

MISSOURI-KANSAS-TEXAS RAILROAD
COMPANY, a foreign corporation,

Defendant

FILED

FEB 25 1958

JUDGMENT ON JURY ^{VERDICT} NOBLE C. HOGUE
Clark, U.S. District Court

This action came on for trial before a Court and Jury,
Honorable Royce Savage presiding, and the issues having been
duly tried and the jury on February 6, 1958, having rendered
a verdict for the defendant that the plaintiffs recover nothing
from defendant.

IT IS ORDERED AND ADJUDGED that plaintiffs take nothing,
and that the defendant recover of the plaintiffs its costs of
action.

DATED as Tulsa, Oklahoma, this 25 day of
February, 1958.

Royce H. Savage
District Judge

O. K.

Harold M. Mueland
Attorney for Defendant

O. K.

Robert M. Bress
Attorney for Plaintiffs

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

PITTSBURGH TESTING LABORATORY,
a corporation,

Plaintiff,

vs.

FARNSWORTH & CHAMBERS CO., INC.,
a corporation,

Defendant.

No. 3808

FILED

FEB 26 1958

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

JUDGMENT

Now, on this 26th day of February, 1958, this matter coming on for hearing upon motion of plaintiff for judgment, in conformity with the opinion and mandate of the Circuit Court of Appeals for the Tenth Circuit in Appellate Cause No. 5661, which opinion was rendered on the 6th day of January, 1958, and it appearing to the Court that by virtue of said opinion and mandate the plaintiff is entitled to judgment,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, Pittsburgh Testing Laboratory, a corporation, have and recover of and from the defendant Farnsworth & Chambers, Co., Inc., a corporation, the sum of Nineteen Thousand Two Hundred Thirteen Dollars and Twenty-five Cents (\$19,213.25), together with their costs herein expended in the sum of Four Hundred Twenty-four Dollars and Thirty-five Cents (\$424.35).

Roque H. Savage
U. S. DISTRICT JUDGE

Approved as to Form:
HOUSTON, KLEIN & DAVIDSON

By R. L. Davidson, Jr.
R. L. Davidson, Jr.

Attorneys for Plaintiff
Falbright, Crocker, Freeman, Peter Jaworski

Austin C. Wilson
Son, Murdoch & Langford
By John H. Pos

Attorneys for Defendant.

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

CHARLES SHEPPARD, JR.,

Plaintiff,

vs.

RETAIL CREDIT COMPANY, INC., et al,

Defendant.

No. 4007

FILED

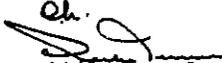
MAR 3 1958

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

ORDER OF DISMISSAL WITH PREJUDICE

Upon request and stipulation of parties, the above
entitled cause is hereby dismissed with prejudice to the bringing
of another action at Plaintiff's cost.

Dated at Tulsa, Oklahoma this 1st day of March, 1958.

Ch.

Attorney for Plaintiff

18/ *E. J. Doerner*
Attorney for Defendant

18/ *Royce H. Savage*
United States District Judge

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

PERMISS BOILER & ENGINEERING
COMPANY, a corporation, Plaintiff,
-vs-
DOUGLAS AIRCRAFT COMPANY, INC.,
a corporation, Defendant,

No. 4370

FILED

MAR 3 1958

ORDER OF DISMISSAL

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

Now on this 14th day of February, 1958, the above matter comes on for hearing upon the application of the plaintiff to dismiss this cause and the court being duly and fully advised in the premises finds that the same should be dismissed with prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the above entitled cause be, and the same is hereby dismissed with prejudice.

Royce W. Savage

UNITED STATES DISTRICT JUDGE

APPROVED:

John C. Moran

JOHN C. MORAN
Attorney for Plaintiff

Russell H. Smith

RUSSELL H. SMITH
Assistant United States Attorney

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

G. G. GRIFFIS)
Plaintiff)
vs.)
HALLMAC CONSTRUCTION COMPANY,)
A CORPORATION)
Defendent)

Case No. 4311-Civil

FILED

MAR 5 1958

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

JUDGMENT

This cause came on for trial by the court without a jury, pursuant to setting and notice on the 19th day of February, 1958, plaintiff appearing in person and by his attorneys, Floyd L. Rheam and Stanley D. Campbell, and the defendent appearing by its attorney, Jack N. Hays, the court proceeded with the trial and heard all of the evidence and after argument of the counsel, the court made its findings of fact and conclusions of law as the basis of the judgment to be rendered herein, and in accordance with said findings and conclusions

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED by the court that the plaintiff have and recover of and from the defendent the sum of \$2,623.50 with interest thereon at the rate of 6% per annum from the date of judgment until paid, and for the costs of this action for which execution may issue.

ROYCE H. SAVAGE
United States District Judge

Approved as to form:

/s/ FLOYD L. RHEAM

/s/ STANLEY D. CAMPBELL
Attorneys for plaintiff

/s/ JACK N. HAYS

Attorneys for defendent

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

MAR - 6 1953

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

REQUEST FOR DISMISSAL

Comes now the plaintiff and moves the court to
dismiss the above styled and numbered cause of action with prejudice as to
matter has been fully compromised and settled. ^{as to Bench and Daniels}
^{, plaintiff reserving action as to}
defendant, Deep Rock, now Crescent.

Don Martin Kelsey
Plaintiff

W. R. Wasson
Attorney for Plaintiff

ORDER OF DISMISSAL

Before me, the undersigned United States District
Judge for the Northern District of Oklahoma, upon the request of the plaintiff
for dismissal with prejudice of this cause of action, it appearing that this cause
has been fully compromised and settled, ^{as to Bench and Daniels} it is THEREFORE ORDERED, ADJUDGED
AND DECREED that this cause of action be and the same is hereby dismissed with
prejudice. ^{, plaintiff reserving action as to defendant, Deep Rock, now Crescent.}

W. R. Wasson
United States District Judge

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

Cole D. Pittman, M. D.,

Plaintiff,

vs.

C. F. Harvey and
Benjamin Albert Bates,

Defendants.

No. 4218 Civil

FILED

MAR 10 1958

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

JOURNAL ENTRY OF JUDGMENT
AND
ORDER OVERRULING MOTION FOR NEW TRIAL

This cause came on for hearing before the Honorable United States District Court for the Northern District of Oklahoma, on this 8th day of October, 1957, a regular day of the July term of said court, and all parties having announced ready for trial, the plaintiff being represented by his counsel of record, W. F. Kyle and Robert H. Neptune, and the defendants being represented by their counsel of record, Rucker, Tabor and Cox and Joe Best of that firm, and by Aubrey Neale, Coffeyville, Kansas; and a jury being impaneled and sworn to try the said cause did upon the 8th day of October, 1957, return in open court a verdict for and on behalf of the defendants in said cause, which verdict was accepted by the court.

And the said plaintiff having filed his motion for new trial, the said motion came on for hearing on the 13th day of December, 1957, the parties appearing by their respective counsel and the court having heard the argument of counsel and being fully advised in the premises found that the said motion should be and the same was overruled, and judgment was

entered upon the verdict of the jury in behalf of the defendants in said cause. To which order, ruling and judgment of the court the plaintiff then and there excepted, which exception was by the court allowed. And the plaintiff gave notice in open court of his intention to perfect his appeal to the Circuit Court of Appeals within the time and in the manner prescribed by law.

W. R. Wallace

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

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

CURTICE NORTON and MARY E. NORTON,
Plaintiffs,
vs.
UNITED STATES OF AMERICA,
Defendant.

Civil No. 4337

FILED

MAR 11 1958

ORDER OF 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 March, 1958.

Royce H. Savage
United States District Judge

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

JOHN CLIFFORD TAYLOR, TEDDIE
MAE TAYLOR, and JOHNNIE LYNN
TAYLOR, a minor, by John Clifford
Taylor, her father and next friend,

PLAINTIFFS,

- vs -

TRANSCONTINENTAL BUS SYSTEM, INC.,
a foreign corporation,

DEFENDANT.

No. 4367
FILED

MAR 24 1958

J U D G M E N T

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

This action came on regularly for trial on the 12th day of March, 1958, and the plaintiffs, John Clifford Taylor, Teddie Mae Taylor, and Johnnie Lynn Taylor, a minor, by John Clifford Taylor, her father and next friend, being present before the court and, Robert R. Cress appearing as counsel for said plaintiffs and R. D. Hudson and Tom Brett appearing as counsel for the defendants, a jury of twelve persons was regularly empaneled and sworn to try this action and witnesses on the part of the plaintiff and defendant were duly sworn and examined. After hearing the evidence, 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 defendant against plaintiff Mr. Taylor, on Count I. However, we find in favor of the plaintiffs on Counts II and III and set their damages at: Count II (Johnnie Lynn) \$6,500.00, Count III (Mrs. Taylor) \$3,500.00, total \$10,000.00. Phyllis Colleen Claver, Foreman."

WHEREFORE, it is ordered, adjudged and decreed, that the plaintiff, John Clifford Taylor, recover nothing from the defendant; that the plaintiff, Johnnie Lynn Taylor, have and recover from the defendant the sum of six thousand five hundred dollars (\$6,500.00) with interest thereon at the rate of 6% per annum from March 12, 1958, until paid; that the plaintiff, Teddie Mae Taylor, have and recover

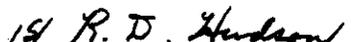
from the defendant the sum of three thousand five hundred dollars, (\$3,500.00) with interest thereon at the rate of 6% per annum from March 12, 1958, until paid; and that the plaintiffs, Johnnie Lynn Taylor and Teddie Mae Taylor have and recover from the defendant their costs incurred in this action.

Dated this 22nd day of March, 1958.


District Judge

Approved as to Form:


Robert R. Cross
Attorney for Plaintiffs


R. D. Hudson
Attorney for Defendant

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

MAUDE G. WOOD,

Plaintiff,

vs.

T. R. STATON, JOHN DOE, RICHARD ROE
AND SAFEWAY STORES, INC., a corpor-
ation,

Defendants.

CIVIL No. 4417

FILED

MAR 24 1958

ORDER TO REMAND

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

THE motion of plaintiff to remand this suit to the District Court of Creek County, coming on for hearing on the 11th day of March, 1958, pursuant to regular setting and notice to parties, and the Court having heard the argument of counsel, and being fully advised, upon consideration finds that the motion should be sustained.

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

Dated at Tulsa, this 24th day of March, 1958.

1/2 Royce H. Savage

Judge.

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

R. K. Shivel and Maxine Shivel,)
)
 Plaintiffs,)
)
 v.)
)
)
 Southwestern Bell Telephone)
 Company, a foreign corporation;)
 C. E. Conklin and H. E. Conklin,)
 dba Conklin Brothers Construc-)
 tion Company; and John Grealy,)
)
 Defendants)
 and Third-Party)
 Plaintiffs,)
)
 Sims Construction Company and)
 H. Delbert Lewis, Jr.,)
)
 Third-Party)
 Defendants.)

✓
No. 4021-Civil

FILED

MAR 28 1958

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

JUDGMENT

This matter comes regularly on for trial pursuant to assignment on this 1st day of February, 1958, the court having previously made a view of the premises at the request of the parties on the 20th day of February, 1958. All parties appear in person or by their respective counsel, or both, and announce ready for trial to the court without a jury. Plaintiffs requested permission, and permission was granted by the court to dismiss the following items of damage claimed in their complaint: Numerical paragraphs VI(a), (c), and (f). Thereupon it was announced to the court by the plaintiffs and the defendant, Southwestern Bell Telephone Company, a corporation, that a settlement had been reached between them, and asking that the court approve said settlement and enter judgment according to the terms thereof.

The court hereby approves said settlement, and according to the terms thereof IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the plaintiffs, R. K. Shivel and Maxine Shivel, have judgment against the defendant, Southwestern Bell Telephone Company, a corporation, as follows:

1. That plaintiffs have judgment against defendant, Southwestern Bell Telephone Company, a corporation, for the sum of \$1,250 and the costs of this action.

2. That defendant, Southwestern Bell Telephone Company, is hereby ordered to fill in the low spots, caused by the laying of the underground cable, with dirt so as to make the ground lying over the cable approximately level with the surrounding ground on plaintiffs' land.

3. That defendant, Southwestern Bell Telephone Company, a corporation, is hereby ordered to plant and reasonably establish a permanent pasture grass where the permanent pasture grass was destroyed by the laying of the cable in the area of the right-of-way covered by the easement on plaintiffs' land.

4. That defendant, Southwestern Bell Telephone Company, a corporation, is hereby ordered to remove the marker poles which it placed upon plaintiffs' land, within the interior area of the pasture on plaintiffs' land, and place necessary testing stations in said interior area below the level of the ground. This shall not apply to marker poles in the fence lines, which shall be cut down to the same height as that of the surrounding fence poles.

5. As to the counterclaim for a declaratory judgment filed by defendant, Southwestern Bell Telephone Company, a corporation, against plaintiffs, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the defendant, Southwestern Bell Telephone Company, have judgment against the plaintiffs on said counterclaim, declaring the rights of the parties as follows:

(a) That the easement attached to defendant's answer as Exhibit A was and is a valid and subsisting contract between the plaintiffs and said defendant, and that said easement is in full force and effect.

(b) That all elements of damages provided for in said easement contract have been paid and are fully satisfied by reason of the entry of this judgment, and that there are no other obligations owed by defendant to plaintiffs by reason of said easement contract, other than the terms of judgment being entered herein.

Thereupon, all parties announce ready for trial upon the cross claim filed by defendant, Southwestern Bell Telephone Company, against Conklin Brothers Construction Company, and upon the third-party complaints filed by Conklin Brothers Construction Company against the other defendants. Defendant, Southwestern Bell Telephone Company, a corporation is granted permission to amend its complaint instantler by asking judgment over against Conklin Brothers Construction Company for the sum of \$1,250, its court costs, and a reasonable attorney's fee under the contract between said Southwestern Bell Telephone Company, a corporation, and Conklin Brothers Construction Company, a true and correct copy of which is attached to the cross-claimant's complaint as Exhibit B. The cross-claimant, Southwestern Bell Telephone Company, a corporation, is further granted permission to amend its cross claim by adding the allegation that they had made a good-faith and reasonable settlement with plaintiffs of their claim, and that the said Conklin Brothers Construction Company had had notice of the claim against Southwestern Bell Telephone Company and had denied liability under its contract, and that therefore said cross-claimant was entitled to recovery against Conklin Brothers Construction Company by reason of said settlement.

After the introduction of evidence, and hearing argument of counsel, the court finds the issues in favor of the defendant, Conklin Brothers Construction Company, as against the cross-claimant, Southwestern Bell Telephone Company; and further finds the issues in favor of Sims Construction Company and H. Delbert Lewis, Jr., as against Conklin Brothers Construction Company.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the defendant, Conklin Brothers Construction Company, composed of C. E. Conklin and H. E. Conklin, and doing business as Conklin Brothers, Contractors, have judgment in its favor against Southwestern Bell Telephone Company, a corporation, on the amended cross claim of the said Southwestern Bell Telephone Company.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the defendants, Sims Construction Company and H. Delbert Lewis, Jr., have judgment in their favor entered against the cross claim or third-party complaint of Conklin Brothers Construction Company.

Dated this 28 day of Mar, 1958, at Tulsa, Oklahoma.

OK:

Royce H. Savage
UNITED STATES DISTRICT JUDGE

Holliman & Brewer and
Rucker, Taber & Cox

By Robert H. Lewis
Attorneys for Plaintiffs.

Embry, Crowe, Tolbert, Boxley &
Johnson

By Sam H. Anderson
Attorneys for Southwestern Bell
Telephone Company.

Duvall & Head

By W. C. Duvall
Attorneys for Conklin Brothers
Construction Company.

Sanders, McElroy & Smith

By David H. Sanders
Attorneys for Sims Construction Co.

Wills & Wills

By Richard W. Wills, Jr.
Attorneys for H. Delbert Lewis, Jr.

1958

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

John M. Thomas and Ann C. Thomas,)
)
 Plaintiffs,)

v.)

Southwestern Bell Telephone)
Company, a foreign corporation;)
C. E. Conklin and H. E. Conklin,)
dba Conklin Brothers Construction)
Company; and John Grealy,)
)
 Defendants,)
and Third-Party)
Plaintiffs,)

Sims Construction Company and)
H. Delbert Lewis, Jr.,)
)
 Third-Party)
Defendants.)

✓
No. 4022-Civil

FILED

MAR 28 1958

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

B

JUDGMENT

This matter comes regularly on for trial pursuant to assignment on this 21st day of February, 1958, the court having previously made a view of the premises at the request of the parties on the 20th day of February, 1958. All parties appear in person or by their respective counsel, or both, and announce ready for trial to the court without a jury. Plaintiffs requested permission, and permission was granted by the court to dismiss the following items of damage claimed in their complaint: Numerical paragraphs VI(b), (c), (e), (f), (g), (j), and (h). Thereupon it was announced to the court by the plaintiffs and the defendant, Southwestern Bell Telephone Company, a corporation, that a settlement had been reached between them, and asking that the court approve said settlement and enter judgment according to the terms thereof.

The court hereby approves said settlement, and according to the terms thereof IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the plaintiffs, John M. Thomas and Ann C. Thomas, have judgment against the defendant, Southwestern Bell Telephone Company, a corporation, as follows:

1. That plaintiffs have judgment against defendant, Southwestern Bell Telephone Company, a corporation, for the sum of \$1,250 and the costs of this action.

2. That defendant, Southwestern Bell Telephone Company, is hereby ordered to fill in the low spots, caused by the laying of the underground cable, with dirt so as to make the ground lying over the cable approximately level with the surrounding ground on plaintiffs' land.

3. That defendant, Southwestern Bell Telephone Company, a corporation, is hereby ordered to plant and reasonably establish a permanent pasture grass where the permanent pasture grass was destroyed by the laying of the cable in the area of the right-of-way covered by the easement on plaintiffs' land.

4. That defendant, Southwestern Bell Telephone Company, a corporation, is hereby ordered to remove the marker poles which it placed upon plaintiffs' land, within the interior area of the pasture on plaintiffs' land, and place necessary testing stations in said interior area below the level of the ground. This shall not apply to marker poles in the fence lines, which shall be cut down to the same height as that of the surrounding fence poles.

5. As to the counterclaim for a declaratory judgment filed by defendant, Southwestern Bell Telephone Company, a corporation, against plaintiffs, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the defendant, Southwestern Bell Telephone Company, have judgment against the plaintiffs on said counterclaim, declaring the rights of the parties as follows:

(a) That the easement attached to defendant's answer as Exhibit A was and is a valid and subsisting contract between the plaintiffs and said defendant, and that said easement is in full force and effect.

(b) That all elements of damages provided for in said easement contract have been paid and are fully satisfied by reason of the entry of this judgment, and that there are no other obligations owed by defendant to plaintiffs by reason of said easement contract, other than the terms of judgment being entered herein.

Thereupon, all parties announce ready for trial upon the cross claim filed by defendant, Southwestern Bell Telephone Company, against Conklin Brothers Construction Company, and upon the third-party complaints filed by Conklin Brothers Construction Company against the other defendants. Defendant, Southwestern Bell Telephone Company, a corporation, is granted permission to amend its complaint instanter by asking judgment over against Conklin Brothers Construction Company for the sum of \$1,250, its court costs, and a reasonable attorney's fee under the contract between said Southwestern Bell Telephone Company, a corporation, and Conklin Brothers Construction Company, a true and correct copy of which is attached to the cross-claimant's complaint as Exhibit B. The cross-claimant, Southwestern Bell Telephone Company, a corporation, is further granted permission to amend its cross claim by adding the allegation that they had made a good-faith and reasonable settlement with plaintiffs of their claim; and that the said Conklin Brothers Construction Company had had notice of the claim against Southwestern Bell Telephone Company and had denied liability under its contract, and that therefore said cross-claimant was entitled to recovery against Conklin Brothers Construction Company by reason of said settlement.

After the introduction of evidence, and hearing argument of counsel, the court finds the issues in favor of the defendant, Conklin Brothers Construction Company, as against the cross-claimant, Southwestern Bell Telephone Company; and further finds the issues in favor of Sims Construction Company and H. Delbert Lewis, Jr., as against Conklin Brothers Construction Company.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the defendant, Conklin Brothers Construction Company, composed of C. E. Conklin and H. E. Conklin, and doing business as Conklin Brothers, Contractors, have judgment in its favor against Southwestern Bell Telephone Company, a corporation, on the amended cross claim of the said Southwestern Bell Telephone Company.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the defendants, Sims Construction Company and H. Delbert Lewis, Jr., have judgment in their favor entered against the cross claim or third-party complaint of Conklin Brothers Construction Company.

Dated this 28 day of *Mar*, 1958, at Tulsa, Oklahoma.

Royce H. Savage
UNITED STATES DISTRICT JUDGE

William & Brewer and
Licker, Tabor & Cox

Robert H. Lewis
Attorneys for Plaintiffs.

Bry, Crowe, Tolbert, Boxley &
Johnson

Sam Johnson
Attorneys for Southwestern Bell
Telephone Company.

Duval, & Head

W. L. Head
Attorneys for Conklin Brothers
Construction Company.

Sanders, McElroy & Smith

David H. Sanders
Attorneys for Sims Construction Co.

Wills & Wills

Richard H. Wills, Jr.
Attorneys for H. Delbert Lewis, Jr.

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

Floretta Cook,)

Plaintiff,)

vs.)

No. 4266 Civil

Safeway Stores, Inc.,)

Defendant.)

FILED

MAR 21 1958

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

JUDGMENT

This cause comes on for trial upon its merits this the 10th day of February, 1958. 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 its costs herein expended.


United States District Judge

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

Arthur Wayne Cook, an infant 2 1/2 years)
of age who sues by his mother, Floretta)
Cook, as next friend,)
Plaintiff,)

vs.)

No. 4287 Civil

Safeway Stores, Inc.,)

Defendant.)

FILED

MAR 21 1958

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

JUDGMENT

This cause comes on for trial upon its merits this the 10th day of February, 1958. The parties appeared by their respective counsel of record and having announced ready for trial the court impanelled 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 its costs herein expended.


United States District Judge

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, Floretta Cook,)
as next friend, Plaintiff,)

vs.)

No. 4268 Civil

Safeway Stores, Inc.,)

Defendant.)

FILED

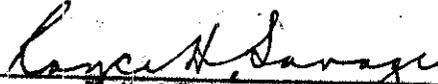
MAR 21 1958

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

JUDGMENT

This cause comes on for trial upon its merits this the 10th day of February, 1958. The parties appeared by their respective counsel of record and having announced ready for trial the court impanelled 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 its costs herein expended.


United States District Judge