

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

Hubert Thomas, . . . Plaintiff,)
vs.) No. 4455 Civil
M. K. & O. Transit Lines, Inc., . . . Defendant.)

FILED

JUN 4 1958

DISMISSAL

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

Comes now the plaintiff, all issues involved herein having been fully settled and compromised, and asks the court to dismiss the above styled and numbered action with prejudice to the bringing of a future action.

Dated this 26th day of May, 1958.

Hubert Thomas
Plaintiff

Elmer A. Page
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered action be dismissed with prejudice to the bringing of a future action, this 4 day of June, 1958.

Royal H. Savage
U. S. District Judge

rdh/mrh

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

DELORIS MAGDEBURG, a minor,
twelve years of age, by her guardian
and next friend, H. W. MAGDEBURG,

Plaintiff,

vs.

MOLLIE JO CROUCH,

Defendant.

4485 CIVIL

FILED

JUN 4 1958

ORDER OF DISMISSAL

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

NOW, on this 4th day of May, 1958, there came on for hearing the

plaintiff's oral motion to dismiss the above captioned matter with prejudice.
Plaintiff was represented by her attorney, Bryaa W. Tabor, and the defendant was
represented by her attorney, Alfred B. Knight. The Court finds that the plaintiff
herein has made, executed and delivered to the defendant in full, final and
complete settlement a release for any claims which she may have against the de-
fendant and the Court hereby approves said release and settlement of the claim.

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

Rajah H. Zavaize
Judge of the United States District Court.

BW Tabor
Attorney for the Plaintiff,

Alfred B. Knight
Attorney for Defendant.

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

CARLA CHRISTINE EWELL,

Plaintiff,

vs.

MOLLIE JO CROUCH,

Defendant.

4486 CIVIL

FILED

JUN 4 1958

ORDER OF DISMISSAL

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

NOW, on this 17th day of May, 1958, there came on for hearing the plaintiff's oral motion to dismiss the above captioned matter with prejudice. Plaintiff was represented by her attorneys, Rucker, Tabor & Cox, and the defendant was represented by her attorney, Alfred B. Knight. The Court finds that the plaintiff herein has made, executed and delivered to the defendant in full, final and complete settlement a release for any claims which she may have against the defendant and the Court hereby approves said release and settlement of the claim.

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

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

B. W. Tabor
Attorney for the Plaintiff,

Alfred B. Knight
Attorney for Defendant

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE

NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 11 1958

AMERICAN STEEL AND PUMP CORPORATION,
A DELAWARE CORPORATION,
WEBB WHEEL DIVISION,

)
) NOBLE C. HOOD
Plaintiff, Clerk, U. S. District Court
)
) Civil Action
) No. 4503
Defendant.)

vs.

GEORGE M. BELLAIRS,

ORDER

This cause comes on this day to be heard as to the defendant's motion to dismiss for improper venue and lack of jurisdiction over the person of the defendant, duly served and filed herein.

Whereupon, after hearing testimony and arguments of counsel for the respective parties, and on due consideration thereof,

The Court finds that the venue is improper and orders this action transferred to the District Court of the United States for the Western District of Missouri.

Dated June 6th, 1958.

/s/ Royce H. Savage
District Judge

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

IRA J. TYRONE,

Plaintiff,

-vs-

DOUGLAS AIRCRAFT COMPANY, INC.,
a corporation,

Defendant.

Civil No. 4312

FILED

JUN 17 1958

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

ORDER

The above styled and numbered cause was set for hearing and came on for hearing before the Court on the Motion of the defendant to dismiss the Second Amended Complaint on the 2nd day of May, 1958, at which time the plaintiff appeared by his counsel, C. Lawrence Elder, and the defendant appeared by counsel, Bert McElroy. The Court after having heard arguments of counsel and having examined the records and files in the cause and being otherwise fully advised in the premises, found and ordered that the Motion of the defendant to dismiss the Second Amended Complaint be sustained, that the plaintiff be granted ten days within which to file a Third Amended Complaint or within which to elect to stand on the Second Amended Complaint, and further ordered that in the event of the failure of the plaintiff to file a Third Amended Complaint, final order would be entered by the Court.

Now, on this 17th day of June, 1958, it appearing that plaintiff has not filed a Third Amended Complaint and has thereby elected to stand on the Second Amended Complaint, the Court finds that the defendant's Motion to Dismiss should be sustained and the cause should be dismissed upon the grounds that the cause asserted in the complaint of the plaintiff is within the sole and exclusive jurisdiction of the State Industrial Commission of the State of Oklahoma.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED
that the Motion of the defendant to dismiss the plaintiff's Second Amended
Complaint be and the same is hereby sustained and this cause ordered
dismissed, at the cost of the plaintiff.

15/ Royce H. Savage
**JUDGE OF THE UNITED STATES DISTRICT
COURT IN AND FOR THE NORTHERN DISTRICT
OF OKLAHOMA.**

APPROVED AS TO FORM:

JOHN L. DUNN and C. LAWRENCE ELDER

By: *15/ C Lawrence Elder*
Attorneys for Plaintiff

SANDERS & McELROY

By: *11 Bert McElroy*
Attorneys for Defendant

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

D. A. WOODWARD, et al.,

Plaintiffs,

vs.

HOMER L. WRIGHT, et al.,

Defendants.

No. 4000 Civil

FILED

JUN 18 1958

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

JUDICIAL ENTRY OF JUDGMENT

The above entitled action came on for trial before the court without a jury on the 10th day of September, 1957, plaintiffs appearing by Robert J. Woolsey, of the firm of Farmer, Woolsey, Rippe & Bailey; John B. Surfee and Don Hampton, plaintiffs' attorneys; and the defendants, Homer L. Wright and O. F. Farrell appearing by their attorneys, Gray and Palmer, and the defendants E. H. Forrest and H. D. Hanna appearing by their attorneys, Everette Cunningham, and testimony having been offered and said cause concluded as to the taking of the testimony on the 10th day of September, 1957, and thereafter, after briefs and oral argument, said cause came on for decision on the 11th day of March, 1958, at which time all parties appeared, and the court having considered the testimony, briefs and oral argument, finds that the plaintiffs' claims and causes of action for a rescission should be denied.

Said cause came on further for hearing on the 17th day of June, 1958, all parties appeared in person and by counsel and the Court having heard further testimony and statements of counsel finds that judgment should be rendered herein for the Defendants, Forrest and Hanna, and Farrell and Wright, on plaintiffs' Complaint in accordance with the findings made by this court and that judgment should be rendered for the Defendant Homer L. Wright on his Cross Complaint in accordance with the findings made by this court, and that judgment should be rendered for the defendants Forrest and Hanna on their Cross Complaint for judgment on notes and foreclosure of mortgages in accordance with Findings of Fact.

The court further finds that the question as to the liens claimed by parties who are not parties to this suit and as to the partitioning of said leasehold should be held in abeyance until further order of this Court.

Be it therefore ORDERED, ADJUDGED AND DECREED that the Plaintiffs claim and causes of action set forth in Plaintiffs' Amended Complaint be denied and said Amended Complaints be dismissed.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED that the defendants Forrest and Hanna take judgment against the plaintiffs and against the defendants Farrell and Wright on the notes sued upon herein in the principal amounts and against the persons as follows:

\$1,153.85 - L. S. Sims, B. A. Woodward and J. J. Clancy;
\$1,153.85 - Homer L. Wright;
\$4,618.38 - L. S. Sims;
\$8,307.79 - L. G. Aguin;
\$1,153.84 - Ann Boling;
\$8,307.69 - B. A. Woodward;
\$1,153.84 - J. J. Clancy;
\$1,153.85 - O. A. Farrell.

all plus interest at 3% per annum from September 9, 1955, to this date, plus an attorney fee of \$750.00 assessed against the makers of said notes above named in proportion to their respective interest in said lease, the same being in that proportion which each note represents of the entire principal amount of \$15,000 and for costs of this action; that the mortgage to Forrest and Hanna executed by the above named parties on said lease be foreclosed and that the property be sold to satisfy said judgment rendered on the notes sued upon herein plus interest, attorney fees and costs; provided the makers of said notes are hereby granted credit of \$742.00 against H. B. Hanna's portion of the judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant Homer L. Wright have and recover of and from the plaintiffs and each of them, the sum of \$1723.28 and interest at the rate of 6% from July 1, 1956 and for the further sum of \$150.00 attorney fees, and that he has a lien on said leasehold and the same is hereby foreclosed and the Marshall is hereby authorized and directed to sell said leasehold at appraisal to satisfy the judgment rendered in favor of the defendants Forrest and Hanna and the judgment rendered in favor of the defendant Homer L. Wright and to report said sale to this court.

IT IS FURTHER ORDERED that the proceeds of said sale be applied first towards the payment of costs of the sale and second towards the payment of the defendants Ferrest and Hanna and third towards the payment of the defendant Homer L. Wright, subject to any further order that might be made by this court after said sale has been made and reported to the court.

IT IS FURTHER ORDERED that an order of sale be issued by the clerk of this court to the Marshall directing said sale in accordance with the judgment herein rendered.

DONE this 18th day of June, 1955.

Ray H. Savage
JUDGE

Ok as to form

Robert J. Woodson
John B. Dunfee
Attorneys for Plaintiff

Chas. P. Gray
atly for Homer L. Wright
Everette Cunningham
atly for Ferrest & Hanna

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

United States of America,

Libelant,

vs.

Civil No. 4480

One 1956 Buick Century Two-
Door Sedan, Motor No. 608002067,
its tools and appurtenances,

Respondent,

Delia Price Matthews, Berryman
Matthews, and Pacific Finance
Corporation,

Claimants.

FILED

JUN 18 1958

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

J U D G M E N T

This matter coming on for hearing this 16th day of June, 1958, upon the oral application of the United States Attorney, by Assistant United States Attorney, John Morley, for a default judgment, and the court being fully advised in the premises finds that valid service of mention was made on all parties claiming an interest in respondent 1956 Buick automobile, its tools and appurtenances, on May 21, 1958, and that more than twenty (20) days allowed for parties to answer or otherwise plead have elapsed, and that claimants, Delia Price Matthews and Berryman Matthews, have advised the Assistant United States Attorney that they do not intend to answer and do not object to default judgment being entered, and claimant, Pacific Finance Corporation, having entered into a stipulation with the United States of America by which they agreed that the automobile shall be sold by the United States Marshal, and that Pacific Finance Corporation pay all costs of seizure, storage and sale, and that the United States of America will take one-half proceeds of the sale and Pacific Finance Corporation will take one-half proceeds of the sale,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the 1956 Buick Century Two-Door Sedan, Motor No. 608002067, its tools and appurtenances, be and the same are hereby forfeited, and the claimants, Delia Price Matthews and Berryman Matthews, are decreed to have no claim, right, title or interest whatsoever in said vehicle, and that said vehicle be and the same is hereby ordered to be sold at public sale by the United States Marshal for the

Northern District of Oklahoma, and that the proceeds of the sale be divided equally between United States of America and the Pacific Finance Corporation; that the Marshal's fees for seizure and sale, storage costs and court costs be deducted from the share of the proceeds of Pacific Finance Corporation.

Loyce H. Savage

United States District Judge

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

HAMILTON WATCH COMPANY,

Plaintiff

vs.

REGENT WHOLESALE JEWELERS, INC.,
et al.,

Defendants

No. 3844 - Civil

FILED

JUN 20 1958

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

ORDER DISMISSING CAUSE

This cause coming on before me, Royce H. Savage, Judge of said court, on this the 16th day of May, 1958, for pretrial conference, and the plaintiff appearing by and through its attorneys, Spillers & Spillers, by G. C. Spillers, Jr., and thereupon counsel for the plaintiff stated to the court that by agreement with counsel for the defendants, Claude Monnet, the parties hereto desire that this court enter an order dismissing the plaintiff's cause of action against the defendants, with prejudice, the ordinary court costs to be borne by the plaintiff; and the court being fully advised in the premises finds that said order of dismissal should be entered as agreed by the parties hereto.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff's cause of action as against the defendants, and each of them, be and the same is hereby dismissed, with prejudice, at the cost of the plaintiff.

ROYCE H. SAVAGE

Royce H. Savage
Judge

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

HAMILTON WATCH COMPANY,)
)
 Plaintiff)
)
 vs.)
)
 ZALE JEWELRY COMPANY, et al.,)
)
 Defendants)

No. 3878 - Civil

FILED

JUN 20 1958

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

ORDER DISMISSING CAUSE

This cause coming on before me, Royce H. Savage, Judge of said court, on this the 16th day of May, 1958, for pretrial conference, and the plaintiff appearing by and through its attorneys Spillers & Spillers, By G. C. Spillers, Jr., and thereupon counsel for the plaintiff stated to the court that by agreement with counsel for the defendants, Saul A. Yager, the parties hereto desire that this court enter an order dismissing the plaintiff's cause of action against the defendants, without prejudice, the ordinary court costs to be borne by the plaintiff, and the court being fully advised in the premises finds that said order of dismissal should be entered as agreed by the parties hereto.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff's cause of action as against the defendants, and each of them, be and the same is hereby dismissed, without prejudice, at the cost of the plaintiff.

ROYCE H. SAVAGE

Royce H. Savage
Judge

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

L. E. Heizer,

Plaintiff,

vs.

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

Defendants.

Superior Insurance Com-
pany,

Garnishee.

Wanda Heizer,

Plaintiff,

vs.

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

Defendants.

Superior Insurance Com-
pany,

Garnishee.

FILED

JUN 20 1958

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

No. 4013 Civil.

No. 4014 Civil.

Lavona Enlow,)
)
 Plaintiff,)
)
 vs.)
)
)
)
 Oral Lloyd Callaway, and)
 Pat Keathly, dba Funeral)
 Car Exchange,) No. 4015 Civil.
)
 Defendants.)
)
)
 Superior Insurance Com-)
 pany,)
)
 Garnishee.)

Dalline Enlow,)
)
 Plaintiff,)
)
 vs.)
)
)
)
 Oral Lloyd Callaway, and)
 Pat Keathly, dba Funeral)
 Car Exchange,) No. 4016 Civil.
)
 Defendants.)
)
)
 Superior Insurance Com-)
 pany,)
)
 Garnishee.)

**ORDER APPROVING COMPROMISE AND SETTLEMENT,
 DISMISSING GARNISHMENT PROCEEDINGS AND
 DIRECTING CLERK TO SHOW JUDGMENTS SATISFIED
 AND RELEASED.**

It appears to the Court by written stipulation, con-
 tract and agreement of plaintiffs and their attorney of record

with the defendants and the garnishee above named, filed herein, and from the record and files in the case, that there is a dispute and controversy between the parties and the garnishee, which the parties have compromised and settled, subject to the approval of the court. The written agreement and stipulation aforesaid is by this reference made a part hereof. The court finds that the judgments in favor of the defendant, Pat Keathly, dba Funeral Car Exchange, and against the plaintiffs have been appealed to the United States Court of Appeals for the Tenth Circuit by the plaintiffs, L. E. Heizer and Lavone Enlow, which are pending. The Court further finds that the garnishee, Superior Insurance Company, a Texas corporation, was the insurance carrier on the vehicle operated by defendant, Oral Lloyd Callaway, and owned by the defendant, Pat Keathly, and it asserts that it has no coverage because of breach of policy conditions by the defendants, which assertions are controverted; and further finds that the various controversies and disputes are bona fide and the parties are desirous of putting them at rest and have made the aforesaid settlement agreement which the court finds to be reasonable and that it should be effectuated by the order of this court. In this regard, the court finds that there has been paid to the plaintiffs and their attorney of record the sum of \$7,500.00, and the plaintiffs and their attorney of record have agreed that the appeals be dismissed and the judgments satisfied and released of record and the defendants and garnishee discharged from all liability in connection with plaintiffs' claims against the defendants and the garnishee and

the aforesaid judgments rendered herein in favor of the plaintiffs, and the garnishee discharged from all liability to the defendants.

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

(1) That the settlement agreement on file herein and referred to above, between the plaintiffs and their attorney of record and the defendants and garnishee be and the same is hereby confirmed and approved.

(2) The judgments and each of them in favor of the respective plaintiffs are hereby ordered satisfied, released of record and the defendants and the garnishee discharged from all liability thereon.

(3) That the garnishment proceedings be and hereby are dismissed with prejudice.

DATED this 20th day of June, 1958.

Royce H. Savage
DISTRICT JUDGE.

IEU:lg
6/23/58

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

FILED

JUN 25 1958

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

ALLSTATE INSURANCE COMPANY,
a corporation,

Plaintiff

vs.

GEORGIA McCALL, MARY JEAN McCall,
BONNIE McCALL, FRANK MOFFITT,
GAROLYN McCALL, WELDON LEE McCALL,
C. D. McCALL and R-K MOTORS, INC.,

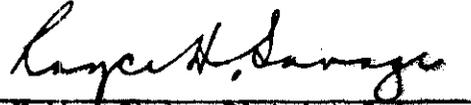
Defendants

No. 4491 Civil

ORDER SUSTAINING MOTION TO DISMISS

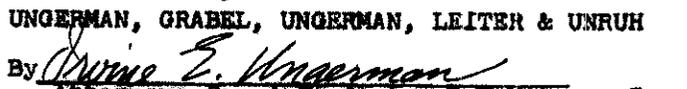
Now on this 20th day of June, 1958, there came on for hearing before the undersigned United States District Judge the Motion to Dismiss filed herein on behalf of the defendant R-K Motors, Inc., the plaintiff appearing by its attorneys, Hudson, Hudson, Wheaton & Kyle and the defendant R-K Motors, Inc., a corporation, appearing by its attorneys Ungerman, Grabel, Ungerman, Leiter & Unruh, and after all parties having argued their respective positions to the Court, the Court finds that the Motion to Dismiss filed herein by the defendant R-K Motors, Inc. should be sustained and that the cause of action dismissed as against that defendant.

IT IS THEREFORE ORDERED BY THIS COURT that the Motion to Dismiss filed herein by the defendant R-K Motors, Inc., a corporation, be and the same is hereby sustained and the cause of action as against the said R. K Motors, Inc., be and the same is hereby dismissed at the cost of the plaintiff herein.


United States District Judge

APPROVED AS TO FORM:
HUDSON, HUDSON, WHEATON & KYLE

By 
Attorneys for plaintiff

UNGERMAN, GRABEL, UNGERMAN, LEITER & UNRUH
By 
Attorneys for defendant - R-K Motors, Inc.

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

RUSSELL C. PROCTOR, JR.,
d/b/a PROCTOR ENGINEERING
COMPANY,

Plaintiff,

-vs-

ST. PAUL MERCURY INSURANCE
COMPANY,

Defendant.

No. 4458

FILED

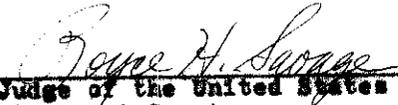
JUN 27 1958

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

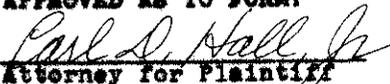
J U D G M E N T

NOW, on this 27 day of June, 1958, the Court
having heretofore made and filed Findings of Fact and
Conclusions of Law.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that
the Plaintiff have judgment on its first account in
the amount of Five Thousand, Six Hundred Fifty-Four
Dollars, Twenty-One Cents (\$5,654.21), and that the
Defendant have judgment on Plaintiff's second count
and that Defendant have and recover its cost herein.


Judge of the United States
District Court

APPROVED AS TO FORM:


Attorney for Plaintiff


Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Virgil D. Hagood,

Defendant.

Civil No. 4441

FILED

JUN 30 1958

J U D G M E N T

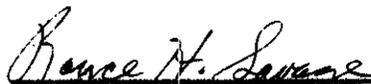
NOBLE C. HOOD
Clerk, U. S. District Court

On this 30th day of June 1958, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that defendant is indebted to the plaintiff in the sum of \$1,004.25, plus \$211.06, interest, plus \$3.70, costs, plus interest at the rate of four per cent (4%) per annum on the principal sum of \$1,004.25 from July 15, 1957, until paid.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, Virgil D. Hagood, for the sum of \$1,004.25, plus \$211.06, interest, plus \$3.70, costs, plus interest at the rate of four per cent (4%) per annum on the principal sum of \$1,004.25 from July 15, 1957, until paid, and for costs of this action.


United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,
Plaintiff,

vs.

Gennie Allen Sheldon and
Marguerite Janan Sheldon,

Defendants.

Civil No. 4452

FILED

JUN 30 1958

J U D G M E N T

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

On this 30th day of June 1958, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that defendants are indebted to the plaintiff in the sum of \$1,450.00.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Gennie Allen Sheldon and Marguerite Janan Sheldon, for the sum of \$1,450.00, plus interest at the rate of six per cent (6%) from the date of judgment until paid, and the costs of this action.

Boyce H. Lavers
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Charles Davis and Fannie Davis,

Defendants.

Civil No. 4501

FILED

JUN 30 1958

J U D G M E N T

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

On this 30th day of June 1958, the above-entitled action coming on for hearing, the plaintiff, by Russell H. Smith, First Assistant United States Attorney for the Northern District of Oklahoma, and the defendants appearing not, and the Court, having heard the evidence of plaintiff and examined the file, finds that defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true. On March 2, 1953, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, defendants executed a written promissory note in the sum of \$1,370.56; that defendants defaulted in the payments on the note; and, in accordance with provisions of the aforementioned Act, the note was assigned thereafter to plaintiff; that there is now due and owing on the note the sum of \$1,143.99, plus interest thereon at the rate of six per cent (6%) per annum from June 14, 1953.

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

~~WHEREFORE, IT IS REQUESTED~~, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Charles Davis and Fanny Davis, for the sum of \$1,143.99, with interest thereon at the rate of six per cent (6%) per annum from June 14, 1953, until paid, and for its costs.


United States District Judge

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

John Clifford Taylor, Teddie Mae Taylor)
and Johanne Lynn Taylor, a minor, by)
John Clifford Taylor, her father and next)
friend, . . . Plaintiffs,)
vs.) No. 4367 Civil
Transcontinental Bus System, Inc.,)
a foreign corporation, . . . Defendant.)

FILED

JUL - 3 1958

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

ORDER OVERRULING MOTION FOR NEW TRIAL

Now on this the 27th day of June, 1958, this matter comes on for hearing upon the motion for new trial of the defendant herein. The parties appeared by their respective counsel of record, and having announced ready the court proceeded to a hearing of said motion.

Having heard the argument of counsel and being fully advised in the premises, the court concludes and finds that said motion for new trial should be overruled.

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


U. S. District Judge

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

Grand River Dam Authority,)
a public corporation,)
)
Plaintiff,)
)
vs.)
)
A. O. Kephart, E. V. Allen,)
et al.,)
)
Defendants.)

Civil No. 263

FILED

JUL -7 1958

ORDER CONFIRMING REPORT OF COMMISSIONERS
AND JOURNAL ENTRY

as to
Tract 6 (4 GR-D 28 & 4 GR-D 43)

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

NOW, on this 7th day of July, 1958, the above entitled cause of action and the report of commissioners filed herein on the 24th day of January, 1940, coming on for consideration, and the petitioner, Grand River Dam Authority, a public corporation, appearing by Q. B. Boydston, general counsel, and it appearing to the Court that the petitioner, Grand River Dam Authority, a public corporation, filed herein its petition and application for the acquisition of the absolute, entire and unencumbered fee simple title to the tract of land described in and known as Tract 6 (4 GR-D 28 and 4 GR-D 43), and it appearing to this Court that the petitioner, Grand River Dam Authority, a public corporation, was created under Acts of the Legislature of the State of Oklahoma; that under said Acts, petitioner is a public corporation and possesses the powers of government for public use and benefit, and is authorized and empowered, among other things, to control, store and preserve the waters of Grand River and its tributaries for any useful purpose, to develop and generate water power and electric energy through the use thereof, and to sell and distribute the electric energy so produced; to acquire by purchase and to maintain, use and operate all kinds of property, real, personal and mixed, or any interest therein, necessary or convenient to the exercise of the powers, rights, privileges and

functions conferred upon it, and to acquire by condemnation, any and all property, real, personal and mixed, or any interest therein, in the manner provided by general law in respect to condemnation, and to do any and all other acts and things necessary in the exercise of such powers, rights and functions; and

It further appearing to the Court that the petitioner, Grand River Dam Authority, a public corporation, has heretofore determined that it is necessary for the construction, maintenance and operation of the Grand River Dam Project, to acquire the absolute, entire and unencumbered fee simple title to all of the lands in the basin or reservoir area below the meander line running on the 750 foot contour line, all of said lands to be used as the basin or reservoir for the lake formed by the Grand River Dam, and that the following described property, to-wit:

Tract 6 (4 GR-D 28 and 4 GR-D 43)

All that certain tract of land situated in Delaware County, Oklahoma, described as follows, to-wit:

Lot 2 of Section 4, Township 23 North, Range 22 East of the Indian Base and Meridian, containing 32.00 acres, more or less; and Lot 7; the Southeast Quarter of Southwest Quarter of Southeast Quarter; and Southeast Quarter of Southwest Quarter of Section 33, Township 24 North, Range 22 East of the Indian Base and Meridian, containing 66.25 acres, more or less; the whole tract containing 98.25 acres, more or less.

And any and all right, title and interest in and to the bed and banks of Grand River incident to the ownership of said land,

is in the basin or reservoir area of the Grand River Dam Project, and is below the meander line which follows the 750-foot contour line, and that the petitioner has heretofore determined and declared that it is necessary for the petitioner to acquire the absolute, entire and unencumbered fee simple title to the above described lands; and

It further appearing that the petitioner, Grand River Dam Authority, a public corporation, has been unable to acquire and secure the absolute, entire and unencumbered fee simple title in and to the land above described, and that the only manner in which the said petitioner may acquire said land is

by condemnation; and

It further appearing to the Court that all requirements as required by law have been met by the petitioner, Grand River Dam Authority, a public corporation, and that all of the defendants herein named have had due and sufficient notice of this action, and of the time and place of the appointment of commissioners as prayed for in petitioner's petition and application; that on the 13th day of November, 1939, the Judge of this Court, after considering the petition and application of the petitioner, selected and appointed from the regular jury list of names three (3) disinterested freeholders of the Northern District of Oklahoma to inspect said real property and consider the injury which the owners thereof, or those having any right, title or interest therein, may sustain by reason of the condemnation and appropriation by the petitioner of the absolute, entire and unencumbered fee simple title to the above described tract of land, and to assess the damages to said land, which said owners may sustain by such appropriation, irrespective of any benefit from any improvements proposed, and that on the 14th day of November, 1939, said commissioners took the oath of office as such commissioners to perform their duties impartially and justly, and did actually go upon and view and inspect the real property herein described, and did consider the injury which the owners and those having any right, title or interest therein sustained by reason of the appropriation and taking thereof, and did assess damages in the sum of \$8,960.00 to the owners and those having any right, title or interest therein by reason of the taking of said property for public purposes; and that said commissioners did make and file their report in writing with the Clerk of the United States District Court in and for the Northern District of Oklahoma, on the 24th day of January, 1940; and

It further appearing to the Court that the petitioner, Grand River Dam Authority, a public corporation, has deposited with the Clerk of this Court for the use and benefit of said

owners and those having any right, title or interest in said land the sum of \$8,960.00, so assessed and reported; and

It further appearing to the Court that more than sixty (60) days have elapsed since the filing of the Report of Commissioners, and that neither the petitioner nor any of the defendants have filed written objections to the Report of Commissioners praying for a review by the United States District Court in and for the Northern District of Oklahoma; that the Demand for Jury Trial filed by the petitioner herein has been dismissed and the time for demanding a trial by jury has expired, and that neither the petitioner nor any of the defendants can now demand a trial by jury.

IT IS, THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that the petitioner, Grand River Dam Authority, a public corporation, has the right and authority, and it is necessary and convenient, to acquire by condemnation for use in the construction, operation and maintenance of the Grand River Dam Project the entire, absolute and unencumbered fee simple title to the land hereinabove described and designated as:

Tract 6 (4 GR-D 28 and 4 GR-D 43).

It is further considered, ordered and adjudged by this Court that the Report of Commissioners filed herein on the 24th day of January, 1940, be, and is hereby, confirmed and approved, and that the Grand River Dam Authority, a public corporation, has paid to the Clerk of the United States District Court in and for the Northern District of Oklahoma the sum of \$8,960.00, same being the award fixed by the commissioners; and that the Grand River Dam Authority, a public corporation, is hereby vested with the absolute, entire and unencumbered fee simple title to the above described land.

ROYCE H. SAVAGE

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

UNITED STATES DISTRICT COURT }
NORTHERN DISTRICT OF OKLAHOMA } ss

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

NOBLE C. HOOD, CLERK
BY *W. A. Hamilton*
DEPUTY

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

Wheeler Mayo,)

Plaintiff,)

vs.)

Public Service Company of Oklahoma,)
et al,)

Defendants.)

No. 4487

FILED

JUL -7 1958

ORDER SUSTAINING MOTIONS TO DISMISS

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

Now on this the 24th day of June, 1958, this matter comes on to be heard upon the motion of the defendants Grand River Dam Authority and Public Service Company of Oklahoma to dismiss plaintiff's amended complaint as amended, and also upon the motion of Grand River Dam Authority and Public Service Company of Oklahoma to dismiss the answers of the defendants K.A.M.O. Electric Cooperative, a Corporation, Northeast Oklahoma Electric Cooperative, a Corporation, Lake Region Electric Cooperative, a Corporation, East Central Electric Cooperative, a Corporation, Central Oklahoma Electric Cooperative, a Corporation, Indian Electric Cooperative, a Corporation, Verdigris Valley Electric Cooperative, a Corporation, and Cookson Hills Electric Cooperative, a Corporation, and City of Wagoner, a Municipal Corporation, which answers in effect seek an interlocutory injunction against the defendants Grand River Dam Authority and Public Service Company of Oklahoma. All parties appeared in person and by their counsel of record, and having announced ready the court proceeded to a hearing of said motions. The court having heard the argument of counsel and being fully advised in the premises, finds and concludes:

I.

That plaintiff's amended complaint as amended does not allege a substantial federal or constitutional question and that plaintiff therefore is not entitled to have this matter heard by a three judge court, as provided by Title 28, §2281, U.S.C.A.,

II.

That plaintiff's amended complaint as amended fails to allege facts sufficient to warrant the court in granting the relief sought.

III.

That the affirmative allegations of the answers of the defendants, the electric cooperatives, above referred to, seeking an interlocutory injunction against the defendants Grand River Dam Authority and Public Service Company of Oklahoma, fail to state facts sufficient to warrant the court in granting the relief therein sought since the defendants' claim for relief is prematurely brought.

IV.

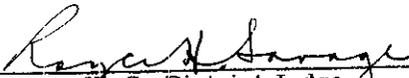
That it is made to appear to the court that the City of Wagoner has filed an answer and cross-complaint seeking an interlocutory injunction against the defendants Grand River Dam Authority and Public Service Company of Oklahoma, and in open court the attorneys for the City of Wagoner advised the court it should be considered in the findings and order, and that it was in the same position as the defendants, the electric cooperatives. The court permits the motions of the defendants Grand River Dam Authority and Public Service Company of Oklahoma heretofore filed herein, to be considered as filed against the City of Wagoner. And the court finds that the City of Wagoner being in the same position as the electric cooperatives herein, that such action on the part of the City of Wagoner is premature.

V.

The plaintiff in open court declined to amend the amended complaint as amended further and in open court announced he elects to stand upon said amended complaint as amended.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the amended complaint as amended of the plaintiff, Wheeler Mayo, be dismissed, at plaintiff's costs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the answers of the defendants electric cooperatives above named, and the answer of the City of Wagoner, together with the cross-complaints therein contained, against the defendants Grand River Dam Authority and Public Service Company of Oklahoma be dismissed, at the cost of said defendants.


U. S. District Judge

Approved as to form:

Attorney for Plaintiff

Attorney for Grand River Dam
Authority

Attorneys for Public Service Company
of Oklahoma

Attorney for K. A. M. O. Electric
Cooperative, a Corporation

Attorney for Northeast Oklahoma
Electric Cooperative, a Corporation

Attorney for Lake Region Electric
Cooperative, a Corporation

Attorney for East Central Electric
Cooperative, a Corporation

Attorney for Central Oklahoma
Electric Cooperative, a Corporation

Attorney for Indian Electric Co-
operative, a Corporation

Attorney for Verdigris Valley
Electric Cooperative, a Corporation

Attorney for Cookson Hills Electric
Cooperative, a Corporation

Attorney for City of Wagoner,
a Municipal Corporation

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

Thelma M. White,

Plaintiff,

vs.

Mutual Benefit Health &
Accident Association, a
corporation,

Defendant.

No. 4490 Civil

FILED

JUL -7 1958

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

ORDER DISMISSING CASE WITH PREJUDICE

It appearing to the Court that the parties have compromised and settled this case and all controversies involved therein, and that plaintiff has moved to dismiss this case with prejudice, it is hereby ordered, adjudged and decreed by the Court that this case be and hereby is dismissed with prejudice.

DATED this 7th day of July, 1958.

ROYCE H. SAVAGE

DISTRICT JUDGE.

IN THE UNITED STATES COURT FOR THE NORTHERN DISTRICT OF
OKLAHOMA

Martin A. Evans, et al.,)
)
 Plaintiffs,)
)
 vs)
)
 The City of Tulsa, et al.,)
)
 Defendants.)

No. 4497 Civil

FILED

JUL - 7 1958

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

FINDINGS OF FACT AND
CONCLUSIONS OF LAW

The court finds that the complaint does not allege the invasion of any right guaranteed the plaintiffs by the Constitution of the United States, and that no substantial federal question is raised by the pleadings. The court concludes that the complaint does not state a claim upon which relief can be granted.

JUDGMENT

The defendant's motion to dismiss is sustained and the action is dismissed.

Dated this 7th day of July, 1958.

Boyer H. Savage
Judge of the District Court

Approved as to form:

Paul W. Lydegraff
Attorney for Plaintiffs

Harry M. Crowe, Jr.
Attorney for Defendants

IN THE UNITED STATES DISTRICT COURT FOR **FILED**

THE NORTHERN DISTRICT OF OKLAHOMA

JUL - 9 1958

VITRO CORPORATION OF AMERICA,
Plaintiff,
vs
OIL CAPITAL CONSTRUCTION COMPANY,
Defendant.

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

CIVIL ACTION

No. 4442

ORDER GRANTING MOTION FOR SUMMARY JUDGMENT

A motion having been regularly made by the third-party defendant, Standard Oil Company, herein for summary judgment on the counterclaim asserted against it by the defendant, Oil Capital Construction Company, on the ground that there is no genuine issue as to any material fact and that said third party defendant is entitled to judgment as a matter of law,

NOW, on considering the affidavits and documents submitted by the parties hereto and after having heard counsel for the respective parties, the Court finds that there is no genuine issue of fact in dispute between the third party defendant, Standard Oil Company, and the defendant, Oil Capital Construction Company, and that said third party defendant is entitled to judgment as a matter of law,

IT IS HEREBY ORDERED that said motion be and the same hereby is granted and that judgment be entered herein in favor of third party defendant against the defendant dismissing this action with costs and disbursements to be taxed by the clerk, in favor of third party defendant, Standard Oil Company, and against defendant, Oil Capital Construction Company.

DATED this 9th day of July, 1958.


United States District Judge

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

VITRO CORPORATION OF AMERICA,
Plaintiff,
vs
OIL CAPITAL CONSTRUCTION COMPANY,
DEFENDANT.

CIVIL ACTION
No. 4442

FILED

JUL - 9 1958

NOBLE C. HOOD
Clerk, U.S. District Court
FINAL JUDGMENT PURSUANT TO ORDER
GRANTING MOTION FOR SUMMARY JUDGMENT

A motion by the third-party defendant, Standard Oil Company, for summary judgment in its favor dismissing the counterclaim filed against it by defendant Oil Capital Construction Company, having been duly brought on to be heard and the Court having made an order pursuant thereto granting the third-party defendant's motion and directing that judgment be entered herein in the third-party defendant's favor dismissing the counterclaim of defendant with costs and disbursements,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the counterclaim of defendant, Oil Capital Construction Company, against third-party defendant, Standard Oil Company, be and the same is hereby dismissed on the merits and that said third-party defendant, Standard Oil Company, recover its costs.

DATED this 9th day of July, 1958.

Noble C. Hood
Clerk

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

UNITED STATES FIDELITY & GUARANTY
COMPANY,

Plaintiff

vs.

TOM CHILDERS d/b/a C & G CONSTRUCTION
COMPANY, etal.,

Defendants

Civil No. 4470

FILED
IN OPEN COURT

JUL - 9 1958

INTERLOCUTORY SUMMARY JUDGMENT **NOBLE C. HOOD**
Clerk, U. S. District Court

Upon the findings of fact and conclusions of law entered herein,
IT IS ORDERED ADJUDGED and DECREED by the court that the judgment
rendered in favor of Midwestern Engine & Equipment Company, Inc., against
Tom Childers, in Cause #87391 in the District Court of Tulsa County, Oklahoma,
is hereby set off and credited against the judgment rendered in favor of Tom
Childers against Midwestern Engine & Equipment Company, Inc., in Cause #90442
in the District Court of Tulsa County, Oklahoma, and said judgments are hereby
deemed satisfied insofar as they equal each other.

IT IS FURTHER ORDERED that final hearing on the amount of credits, if
any, on the judgment in Cause #87391, in favor of Midwestern Engine & Equipment
Company, Inc., and against Tom Childers, is set for June 30, 1958, at 9:30 A.M.,
and temporary injunction to maintain the status quo is issued and bond is set
at One Thousand Dollars (\$1,000.00).

DATED this 26th day of June, 1958.

Loyce H. Savage
United States District Judge.

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

UNITED STATES FIDELITY
& GUARANTY COMPANY,

Plaintiff,

vs.

TOM CHILDERS, et al,

Defendants.)

FILED
IN OPEN COURT
No. 4470-Civil
JUL - 9 1958

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

ORDER REFUSING TO DISSOLVE TEMPORARY
INJUNCTION

This matter having come on for hearing on the 30th day of June, 1958 upon the defendant Midwestern's Motion for Summary Judgment, and at the time of the said hearing, the defendants Tom Childers, G. C. Nordstrom, Floyd L. Walker and George P. Striplin requested permission of the Court for leave to file their Motion to Dissolve Temporary Injunction that had heretofore been issued in the said case on June 26, 1958; and leave of Court to file the same having been granted, the Motion of said defendants to Dissolve Temporary Injunction was forthwith filed with said Court.

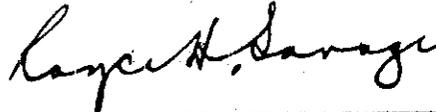
Whereupon the Court announced that it was forthwith overruling the said defendants' Motion to Dissolve Temporary Injunction.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court that defendants' Motion to Dissolve Temporary Injunction which was filed on June 30, 1958 is hereby overruled and denied.

Now on this 9th day of July, 1958, this matter comes on for further hearing upon the Application of the Defendants Tom Childers, G. C. Nordstrom, Floyd L. Walker and George P. Striplin to dissolve Temporary Restraining Order heretofore issued by this Court on June 26, 1958 for the

reason and upon the grounds that the Supreme Court of the State of Oklahoma has assumed superintending control of the judgment and execution of the District Court of Tulsa County, Oklahoma in Case No. 90442. The Court finds that the Motion to Dissolve Temporary Restraining Order filed on July 3, 1958 should be overruled and denied.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Motion to Dissolve Temporary Restraining Order filed on July 3, 1958 is overruled and denied.



ROYCE H. SAVAGE, Judge

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

UNITED STATES FIDELITY & GUARANTY
COMPANY,

Plaintiff

vs.

TOM CHILDERS d/b/a C & G CONSTRUCTION
COMPANY, et al.,

Defendants

Civil No. 4470

FILED
IN OPEN COURT

JUL - 9 1958

JUDGMENT

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

Upon all the findings of fact and conclusions of law entered herein,

IT IS ORDERED, ADJUDGED and DECREED by the court that the bill of plaintiff in the nature of interpleader in which plaintiff deposited into this court the sum of Fourteen Thousand Two Hundred Twenty and 23/100 Dollars (\$14,220.23) to abide the final judgment of this court, be and the same is hereby allowed and the plaintiff United States Fidelity & Guaranty Company is hereby discharged from any and all liability to the defendants Tom Childers and his assignee, G. C. Nordstrom, and attorneys' lien holders Floyd Walker and George P. Striplin, by reason of judgment rendered against Midwestern Engine & Equipment Company, Inc., and this plaintiff, in Cause #90442, in the District Court of Tulsa County, Oklahoma, in the amount of Twelve Thousand Seven Hundred Ninety-two and 8/100 Dollars (\$12,792.08) plus interest and costs; and said defendants are required to claim any amounts due under said judgment against the fund deposited herein.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court that the judgment rendered in favor of Midwestern Engine & Equipment Company, Inc., against Tom Childers, in Cause #87391 in the District Court of Tulsa County, Oklahoma, is hereby set off and credited against the judgment rendered in favor of Tom Childers against Midwestern Engine & Equipment Company, Inc., in Cause #90442 in the District Court of Tulsa County, Oklahoma, and said judgments are hereby declared to be satisfied insofar as they equal each other, leaving a balance due upon the judgment against Midwestern Engine & Equipment Company, Inc., and United States Fidelity & Guaranty Company, in Cause #90442, in the amount of Sixteen Hundred Twenty and 4/100 Dollars (\$1620.04).

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court that the full liability of Midwestern Engine & Equipment Company, Inc., and United States Fidelity & Guaranty Company on the judgment in Cause #90442 in the District Court of Tulsa County, is Sixteen Hundred Twenty and 4/100 Dollars (\$1620.04) and this amount is ordered retained by the clerk of this court pending final hearing on the right thereto as between the defendants claiming the same, the balance of said interpleaded fund in the amount of Twelve Thousand ^{Six} ~~Five~~ Hundred Ninety-nine and 19/100 Dollars (\$12,699.19) is ordered paid to the plaintiff by the clerk of this court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court that the plaintiff, United States Fidelity & Guaranty Company, recover judgment against the defendant Midwestern Engine & Equipment Company, Inc., in the sum of Two Thousand Six Hundred Twenty and 4/100 Dollars (\$2620.04).

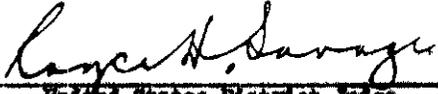
IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court that there is no further liability upon the part of the plaintiff nor the defendant Midwestern Engine & Equipment Company, Inc., to the defendants A. P. Adamson d/b/a Adamson Oil Company, Jeff Gabriel, Motor Exchange Tire Company, Baker Truck Rental, Inc., Citizens State Bank of Tulsa and United States of America and said defendants are permanently enjoined from asserting any claim as against the plaintiff and the defendant Midwestern Engine & Equipment Company, Inc.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court that the defendants Tom Childers, G. C. Nordstrom, Floyd Walker and George F. Striplin, their agents, servants, employees, attorneys and all persons in active concert or participation with them are permanently enjoined from enforcing collection of the judgment against Midwestern Engine & Equipment Company, Inc., and the United States Fidelity & Guaranty Company, in Cause #90442 in the District Court of Tulsa County, Oklahoma, and further enjoined from availing themselves of the benefit of such judgment or collecting any money thereon either by execution or otherwise, and further enjoined from issuing execution on said judgment and from allowing execution sale and said defendants are ordered to recall such execution already issued. Said defendants are further enjoined from collecting or receiving any moneys deposited in said Cause #90442, in the office of the Court Clerk of Tulsa County, Oklahoma, and are ordered to satisfy

said judgment of record.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court that said judgment in Cause #87391 against Tom Childers is declared satisfied by offsetting the same against the judgment in Cause #90442, and the Midwestern Engine & Equipment Company, Inc., is ordered and directed to satisfy said judgment of record upon the judgment in Cause #90442 being satisfied of record.

DATED this 30th day of June, 1958.


United States District Judge.

IEU:lg
7/10/58

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

COOPER SUPPLY COMPANY,
a corporation,

Plaintiff

vs.

LOCAL UNION NO. 523, TULSA
GENERAL DRIVERS, WAREHOUSEMEN
& HELPERS,

Defendant

No. 4325

FILED

JUL 10 1958

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

ORDER DISMISSING ACTION

Upon stipulation of the parties filed herein requesting
dismissal of this action:

IT IS HEREBY ORDERED BY THIS COURT that the above styled
and numbered action be and the same is hereby dismissed without
prejudice.

Dated this 10th day of July, 1958.

Royce H. Savage
United States District Judge

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

THE NATIONAL SUPPLY COMPANY,
a corporation,

Plaintiff,

vs.

No. 4440

C. L. COSHOW,

Defendant.

FILED

JUL 11 1958

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

J U D G M E N T

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 \$ 5183.49.
2. The originals of the notes herein sued upon, having
been surrendered to the Clerk, said notes are hereby decreed
to be merged in the judgment herein.
3. Plaintiff shall have and recover its costs against the
Defendant.

DATED this 11th day of July, 1958 at Tulsa, Oklahoma.

W. Royce Savage
United States District Judge

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

FRED W. DAVIS and OLIVIA DAVIS)
Complainants)

vs.)

) No. 4489)

J. H. FAWCETT, WANDA FAWCETT,)
FAW-WAW DRILLING COMPANY and)
AFFILIATED PETROLEUM CORPORATION)
Defendants)

FILED

JUL 16 1958

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

ORDER OF DISMISSAL

This cause coming on to be heard on this the 15th day
of July 1958, on the regular pre-trial docket set for this date, and it
appearing to the court that the issues in this cause have been settled and
that a dismissal with prejudice has been filed.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED
AND DECREED that the above cause shall be and the same is hereby
dismissed with prejudice.

Royce H. Savage
United States District Judge

OKEH AS TO FORM:

W. Curtis G. Brown
Attorney for Complainants

Jack N. Hays
Attorneys for Defendants

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

Phoenix Insurance Company
of Hartford, Connecticut,
a corporation,

Plaintiff,

vs

Irene Laswell Way,
Lindsay O. Way, and
Robert I. Rector,

Defendants.)

No. 4498 Civil

FILED

JUL 16 1958

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

JOURNAL ENTRY

The above entitled cause coming on to be heard at pre-trial on this 16th day of July, 1958, and all parties being present by counsel, and it appearing to the Court that plaintiff has paid into the registry of this court, there to abide the judgment of this Court, the sum of \$2500.00, which is the amount admitted to be due and payable by said plaintiff under its policy of insurance by reason of the fire loss of the 8th day of June, 1957, and it further appearing to the Court that there is no issue remaining between the plaintiff and the defendants, the sole issue remaining in the cause being a determination of the rights of the defendants to said sum of money,

IT IS, THEREFORE, BY THE COURT CONSIDERED, ORDERED, ADJUDGED AND DECREED that the plaintiff, Phoenix Insurance Company of Hartford, Connecticut, a corporation, be and is hereby discharged of and from all liability under its policy of insurance No. 4892 to the defendants or any of them, their heirs and assigns and those claiming under them, or any of them, are perpetually enjoined and restrained from instituting or prosecuting any suit or proceeding against the plaintiff in any state court or any other Federal Court on account of said policy of insurance.

IT IS FURTHER ORDERED that the Clerk of this court shall pay to the plaintiff out of the funds already deposited with him, the sum of \$34.20, court costs and Marshal's fees, and the sum of \$ 250.- for counsel prosecuting this suit.

APPROVED:

Rayce H. Swartz
JUDGE

Walter D. Hanson
Attorney for Plaintiff

Ralph B. Brainerd
Attorney for Defendants
Irene Laswell Way and
Lindsay O. Way

Attorney for Defendant Robert I. Rector

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)
and Smith Construction Company,)
Broken Arrow, Oklahoma,)
)
Defendants,)
)
United States of America,)
)
Intervenor.)

NO. 4105-C

FILED

JUL 18 1958

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

O R D E R

It appearing to the Court that, by Order dated May 1, 1958, the United States of America was granted an extension to June 24, 1958, in which to file and docket the record on appeal in this cause; and it further appearing that no further action has been taken, and the time for such appeal has expired, and it having been stipulated by the parties that the appeal is dismissed.

IT IS THEREFORE ORDERED that the notice of appeal filed herein by the United States of America on March 26, 1958 is of no further force and effect, and the Findings of Fact, Conclusions of Law and Judgment heretofore entered in this cause have become final.

ROYCE H. SAVAGE

U. S. District Judge

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

ALABAMA GENERAL INSURANCE)
COMPANY,)
)
Plaintiff)
-vs-)
)
JACK ROBINSON,)
)
Defendant)

No. 4348 Civil

FILED

JUL 23 1958

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

JOURNAL ENTRY OF JUDGMENT

This cause came on for trial on the 14th day of July, 1958, and both parties appearing by counsel, and the defendant having agreed that judgment may be entered, the Court finds that said note in question does not contain an acceleration provision and, therefore, plaintiff should have judgment for Five Thousand Three Hundred Dollars (\$5,300.00) which amount should be credited against the total obligation due, thereby leaving a balance of Nine Thousand Four Hundred Seventy-one Dollars and Seventy-five Cents (\$9,471.75) without interest, since said note does not provide for interest, and for the further sum of Five Hundred Thirty Dollars (\$530.00) for attorneys' fees, as provided in said note, and for the costs of this action.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Alabama General Insurance Company, plaintiff herein, have and recover from the defendant, Jack Robinson, the sum of Five Thousand Three Hundred Dollars (\$5,300.00), and the further sum of Five Hundred Thirty Dollars (\$530.00), for attorneys' fees, and for the costs of this action, and that said plaintiff have execution therefor.

IT IS THE FURTHER ORDER OF THIS COURT that the entering of this judgment be entirely without prejudice to the rights of the plaintiff for sums to become due in the future on said note.

Royce H. Savage
Judge

(SEAL)

Judgment entered by agreement
of the undersigned counsel,
and approved as to form:

(S) Henry Blackstock
Attorney for Defendant

MILSTEN, MILSTEN and MOREHEAD

(S) By David H. Milsten
Attorneys for Plaintiff

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

OMA N. JOHNSON and
LOUELLA JOHNSON,

Plaintiffs,

Vs.

OKLAHOMA NATURAL GAS COMPANY,
a Delaware Corporation, and
L. A. WIDNER,

Defendants.

NO. 4445-Civil

FILED
IN OPEN COURT

JUL 23 1958

O R D E R

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

This cause came on for hearing on the 2nd day of May, 1958, upon the plaintiffs' Motion to Reconsider the Motion to Remand and defendant Oklahoma Natural Gas Company's Motion to Dismiss; after having heard arguments of counsel for the respective parties, and upon due consideration thereof:

The plaintiffs' Motion to Reconsider was denied, and the defendant Oklahoma Natural Gas Company's Motion to Dismiss the Complaint, for failure to state a claim upon which relief could be granted, was sustained, and plaintiffs were given leave to consider amendment of the Complaint on or prior to the 12th day of May, 1958, failing which the action would be ordered dismissed with prejudice as of that date.

No amendment was made to the Complaint by the plaintiffs, and IT IS THEREFORE ORDERED that plaintiffs' action be and it is hereby dismissed, at plaintiffs' costs.

Dated: This 23rd day of July, 1958.

Royce H. Savage

Judge of the United States District
Court, Northern District of Oklahoma.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 Leonard G. Lakey,)
)
 Defendant.)

Civil No. 4451
FILED
IN OPEN COURT

JUL 23 1958

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

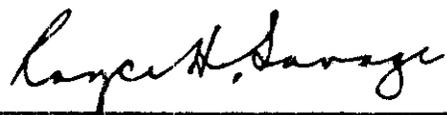
J U D G M E N T

On this 23d day of July 1958, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer is and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that the defendant is indebted to the plaintiff in the sum of \$197.26 after allowance of all just credits and set-offs, plus interest; that there remains a balance due, owing, and unpaid in the amount of \$197.26, plus interest of \$4.39, plus interest at the rate of six per cent (6%) per annum from the date of judgment on the principal sum of \$197.26, until paid.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, Leonard G. Lakey, for the sum of \$197.26, plus interest of \$4.39, plus interest at the rate of six per cent (6%) per annum from the date of judgment on the principal sum of \$197.26, until paid, and for costs of this action.


United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Raymond C. Eisenhower,
Nellie M. Eisenhower,
Oscar W. Gray and Doris A.
Gray,

Defendants.

Civil No. 4459

FILED
IN OPEN COURT

JUL 23 1958

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

J U D G M E N T

Now, on this 23rd day of July 1958, the above cause coming on for hearing pursuant to regular assignment, the plaintiff, United States of America, appearing by Hayden Crawford, United States Attorney, and Hubert A. Marlow, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants appearing not in person or by attorney, the Court finds that this is a suit upon a promissory note and for foreclosure of a mortgage upon real estate securing the note, which real estate is located in the County of Ottawa, State of Oklahoma, within the Northern Judicial District of Oklahoma.

The Court further finds that due and legal personal service of summons has been made upon the defendants, Raymond C. Eisenhower, Nellie M. Eisenhower, Oscar W. Gray and Doris A. Gray, requiring that they answer the complaint filed herein not more than 20 days after the date of service of summons, and the Court further finds that the defendants have failed and neglected to answer or otherwise plead to the complaint, and the defendants, and each of them, are therefore adjudged in default and the Court being fully advised, finds that all the allegations and averments in the complaint of the plaintiff are true.

The Court further finds that the defendants, Raymond C. Eisenhower and Nellie M. Eisenhower, on June 25, 1956, for a valuable consideration, made, executed, and delivered to Norman P. Mason, Federal Housing Commissioner, his successors and assigns, their certain mortgage note in the principal sum of \$5,700.00, with interest thereon at the rate of 4½% per annum; that on or about June 25, 1956, as part of the same transaction, and for the purpose of securing the payment of the mortgage note, the defendants, Raymond C. Eisenhower and Nellie M. Eisenhower,

made, executed and delivered to Norman P. Mason, Federal Housing Commissioner, his successors and assigns, a certain written mortgage covering the following described real estate, to-wit:

Lot Five (5), Block Six (6), in Nancy Lee Addition to the City of Miami, Ottawa County, State of Oklahoma, according to the amended plat thereof.

The mortgage was duly recorded on July 10, 1956, in Book 257, Page 467, in the records of the Office of the County Clerk of Ottawa County, Oklahoma, after the required mortgage tax was paid.

The Court further finds that on or about December 3, 1956, Raymond C. Eisenhauer and Nellie M. Eisenhauer, husband and wife, conveyed the above-described property by warranty deed to Oscar W. Gray and Doris A. Gray, "subject to an F.H.A. loan to Norman P. Mason, Federal Housing Commissioner."

The Court further finds that the defendants, Raymond C. Eisenhauer and Nellie M. Eisenhauer, made default in payment of the above-described mortgage note in that they failed to pay the note according to its terms, and there is now due and owing on the note an unpaid balance of \$5,818.53, with interest thereon at the rate of \$.69362 per day from September 27, 1957, to date of judgment herein, together with the costs of this action, accrued and accruing.

The Court further finds and adjudges that the plaintiff has a first and prior lien upon the real estate and premises described in its complaint, and described herein above, by virtue of the mortgage held as security for the payment of such indebtedness, interest and costs.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff have and recover judgment against the defendants, Raymond C. Eisenhauer and Nellie M. Eisenhauer, for the sum of \$5,818.53, with interest at the rate of 4½% per annum, or \$.69362 per day from September 27, 1957, to date of judgment herein, together with interest on the judgment at the rate of 6% per annum from the date judgment is entered herein, until paid, together with costs of this action accrued and accruing.

It is further ORDERED, ADJUDGED AND DECREED by the Court that if this judgment remain unpaid after the expiration of six (6) months from the date of this judgment, that an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma commanding him to advertise and sell according to law, without appraisalment, the lands and tenements described in the mortgage, to-wit:

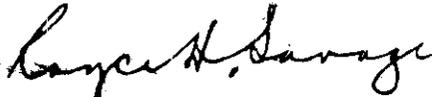
Lot Five (5), Block Six (6), in Nancy Lee Addition to the City of Miami, Ottawa County, State of Oklahoma, according to the amended plat thereof,

and apply the proceeds as follows:

- (1) in payment of the costs of the sale and of this action,
- (2) in payment of any unpaid taxes due,
- (3) in payment to the plaintiff of the sum of its judgment herein
- (4) the residue, if any, to be paid to the Clerk of this Court to await the further order of the Court.

If the amount derived from such sale is insufficient to satisfy the plaintiff's judgment, interest and costs, that execution issue against the defendants, Raymond C. Eisenhower and Nellie M. Eisenhower, for the remainder unpaid.

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



United States Judge

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

DUANE B. HYDE,

Plaintiff,

-vs-

BOSWELL-FRATES COMPANY,
a corporation,

Defendant.

No. 4467

FILED

JUL 23 1958

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

**FINDING OF FACTS AND
JOURNAL ENTRY OF JUDGMENT**

This matter, coming on to be heard on this 11th day of July, 1958, the plaintiff having announced ready and represented by Attorney Morris L. Bradford and the defendant also announcing ready and being represented by his attorneys, Covington, Donovan & Gibbon by Richard D. Gibbon, and the court hearing the evidence introduced by both parties makes the following findings of fact:

1. That there is a diversity of citizenship between the parties hereto and that the matter in controversy exceeds an amount of \$3,000.00 and that said court has jurisdiction over both the parties and the subject matter.
2. That the plaintiff did, on the 5th day of April, 1955, enter into an option to purchase from the defendant a processing unit and the equipment thereto for a sum of \$67,500.00, said option to be exercised within thirty (30) days from the date, and that the court finds that said option was not exercised by the plaintiff during that period of time.
3. That the court finds that on April 30, 1955 the defendant herein made a letter of agreement to the plaintiff herein to pay a sum of \$7,500.00 as commission for the sale of the processing unit and equipment thereto with certain conditions attached as to the sale being consummated as agreed upon. That the court finds that sale was not consummated and that said plaintiff is not entitled to

be compensated under the Letter of Agreement of April 30, 1955.

That the court finds that the processing unit and equipment thereto was sold by the defendant herein to the Tri-Co Gas Company, a partnership consisting of the Wyton Oil Company, the Rosebud Oil Company, and the Voss Oil Company, and that said sale was made by negotiations between the representative of the Voss Oil Company and representatives of the defendant herein. The court further finds that the plaintiff herein was not the procuring cause of said sale.

The court therefore finds that the plaintiff is not entitled to receive as commission from the defendant herein any sum as alleged in his Complaint.

The court therefore rendered its judgment in this cause in favor of the defendant upon his Answer denying the right of the plaintiff to recover from the defendant, Boswell-Frater Company, a corporation, and assesses the cost of this action against said plaintiff.

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

Approved:
Marvin L. Bradford
Atty. for Plaintiff
June 22, 1958

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

PHOENIX INSURANCE COMPANY
OF Hartford, Connecticut,
A Corporation,

Plaintiff

-vs-

IRENE LASWELL WAY,
LINDSAY O. WAY, and
ROBERT I. RECTOR,

Defendants

NO. 4498 Civil

FILED

JUL 23 1958

JOURNAL ENTRY OF JUDGMENT

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

On July 16, 1958, the above matter came on for hearing at pre-trial conference. Plaintiff, Phoenix Insurance Company, appeared by its attorney, Walter D. Hanson of Hanson & Green. Defendants, Irene Laswell Way and Lindsay O. Way, appeared by their counsel, Ralph B. Brainard and John R. Carle. Robert I. Rector appeared not, either in person or by counsel.

The Court heard the statements of the defendants and fund claimants Way and of the plaintiff interpleader, Phoenix Insurance Company.

Thereupon, and for want of prosecution of any claim on behalf of the defendant fund claimant, Robert I. Rector, the Court finds that the fund heretofore paid to the registry of the Court by the plaintiff in the amount of \$2,500.00, less Court costs, Marshal's fees and attorneys' fees heretofore paid therefrom pursuant to Court order, should be, and the same is hereby, awarded to the defendant, Irene Laswell Way.

IT IS THEREFORE THE ORDER, JUDGMENT AND DECREE Of the Court that the defendant and claimant, Irene Laswell Way, have and recover judgment in the amount of \$ 2215⁸⁰ against

the plaintiff and the defendant, Robert I. Rector, such sum to be paid from funds now in the registry of this Court and heretofore deposited therein by the plaintiff.

IT IS FURTHER ORDERED That the costs of this action be paid from the fund heretofore deposited by the plaintiff.

12/ Royce H. Savage
JUDGE

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

Massey-Ferguson Inc., a corporation,

Plaintiff,

vs.

D. G. Joy and H. H. Helm, Jr., indi-
vidually and as partners doing business
as J. and H. Equipment Company,

Defendants.

No. 4539

FILED

JUL 23 1958

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

JUDGMENT

Now on this 22 day of July, 1958, said cause comes on for hearing, the plaintiff appearing by its attorneys, Lytle Johnston & Soule, and the defendants appearing by their attorney, George Pitcher. Thereupon the parties stipulated that the plaintiff should recover judgment herein on its first cause of action for possession of the property described in the complaint, except as to four certain items thereof not in the possession of the defendants and therefore not taken by the marshal, and that the plaintiff's causes of action for money judgments against the defendants should be dismissed with prejudice by reason of the parties having entered into a compromise settlement of the issues raised by said causes of action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. That the plaintiff has valid title to the following described property, to-wit:

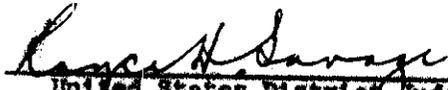
One No. 26 13 Run Drill, Serial No. 1301
One No. 26 15 Run Drill, Serial No. 1125
One No. 26 15 Run Drill with Agitator,
Serial No. 1130
One No. 1 Baler with Motor and Electric
Starter, Serial No. 10948

One No. 60 Self-Propelled Combine,
 Serial No. 253894
 One MH60 Disc Tiller, Side Draft Control
 Weight Box, 23" Standard Disc, Serial
 No. 1046
 One No. 37 Mounted Plow 3 Bottom 14"
 One No. 50 Clipper Pull Behind Combine,
 Serial No. 216167
 One No. 338 Cotton and Corn Planter and
 Hitch Frame
 One TD133 Fertilizer Attachment
 One No. 36 Pull Type 8' Rake, Serial No.
 003739
 One No. 3 Power Take-Off Balers, Serial
 No. 5909
 One MH62 2 Furrow 14" Plow with Plain
 Coulters
 Two No. 3 Power Take-Off Balers, Serial
 Nos. 6306 and 6313
 One MF50 Utility Tractor with Stabili-
 zers, Hood Mounted Lights, Serial
 No. 514398
 Two MH64 Disc Plows with 26" Discs and
 Third Bottom Attachment Kits, Serial
 Nos. 002041 and 002058
 One MH62 2 Furrow 14" Plow and Third
 Bottom Kit

and that the plaintiff is entitled by reason of the provisions of its sales and service agreement with the defendants and the provisions of certain wholesale note agreements with the defendants to possession of said property above described.

2. That the plaintiff's causes of action against the defendants for money judgment are dismissed with prejudice.

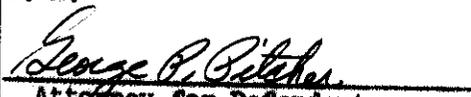
3. That Standard Accident Insurance Company, surety on the plaintiff's replevin bond herein, is released and discharged of and from liability on said bond.


 United States District Judge

O. K.


 Attorneys for Plaintiff

O. K.


 Attorney for Defendants

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4480

One 1956 Buick Century Two-Door
Sedan, Motor No. 608002067, its
tools and appurtenances,

Respondent,

Delia Price Matthews, Berryman
Matthews, and Pacific Finance
Corporation,

Claimants.

FILED

JUL 24 1958

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

ORDER CONFIRMING SALE

NOW, on this 23rd day of July, 1958, there being presented to the court the return of the United States Marshal's sale made in the above case, pursuant to judgment heretofore entered, and plaintiff appearing by John Morley, Assistant United States Attorney for the Northern District of Oklahoma, and no one appearing in opposition thereto, the court finds that the United States Marshal for the Northern District of Oklahoma did advertise for sale, according to law, and did sell at public auction, as directed by the judgment of this court, One 1956 Buick Century Two-Door Sedan, Motor No. 608002067, which said automobile had been seized as the property of Delia Price Matthews, Berryman Matthews and Pacific Finance Corporation, and that the same was sold at the time specified in said public notice at public auction to D. H. Welch, Inc., Tulsa, Oklahoma, for the sum of \$1,312.50, he being the highest and best bidder therefor, and said sale being valid should be confirmed.

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

- First: That proceeds of the sale be divided equally between United States of America and Pacific Finance Corporation.
- Second: In payment of costs of sale, seizure and storage charges and court costs to be deducted from the share of the proceeds of Pacific Finance Corporation.

151 Royce W. Savage
United States District Judge

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

EMPLOYERS MUTUAL LIABILITY
INSURANCE COMPANY OF WISCONSIN,
a corporation,

Plaintiff,

-vs-

MED APPLEWHITE, JR., and
M. B. APPLEWHITE,

Defendants.

Civil No. 4502

FILED

JUL 24 1958

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

JOURNAL ENTRY OF JUDGMENT

This cause came on for disposition on this 23rd day of July, 1958, and the Court, after having made findings of fact and conclusions of law, finds that judgment should be entered in favor of the plaintiff, Employers Mutual Liability Insurance Company of Wisconsin, a corporation, against the defendants, Med Applewhite, Jr. and M. B. Applewhite, jointly and severally, for the sum of \$23,643.97, and further, that judgment should be entered adjudicating and decreasing that said obligation falling within the provisions of Title 2, Sec. 35, Sub-section 4, U.S.C.A., is not dischargeable in bankruptcy.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Employers Mutual Liability Insurance Company of Wisconsin, a corporation, have and receive a judgment of and from the defendants, Med Applewhite, Jr. and M. B. Applewhite, jointly and severally, for the sum of \$23,643.97, with interest thereon at the rate of six per cent per annum from date hereof until paid in full.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that said promissory note was given for the restitution of monies embezzled by the defendant, Med Applewhite, Jr., from a Federal Credit Union and that by the provisions of the statutes of the United States of America, Title 2, Sec. 35, Sub-section 4, U.S.C.A., has said that this judgment is not dischargeable in bankruptcy and that such fact should be judicially determined.

Done in open court this 23rd day of July, 1958.

for Roy C. H. Savage
JUDGE OF THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs

24.49 Acres of Land, More or
Less, Situate in Tulsa County,
Oklahoma, and Delmont Cook, et al

Defendants

Civil No. 4342

FILED

JUL 29 1958

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

JUDGMENT ON STIPULATION

Now on this 29 day of July 1958 the United States of America, Plaintiff herein and Delmont Cook and Lou C. Cook stipulate and agree as to the just compensation which said defendants are entitled to receive as the true owners of the real estate involved in this proceedings; that the total amount to be received by said defendants as said just compensation is in the amount of \$3400.00. The court finds that said agreement should be approved and judgment entered thereon.

The court further finds that upon the filing of Declaration of Taking herein the United States of America deposited \$2300.00 as estimated just compensation and that the agreement herein fixes the just compensation at \$3400.00 and that there exists a deficiency of \$600.00.

The court finds that the U. S. of America has and had the right to condemn the real estate involved in this proceedings as particularly described in the complaint and Declaration of Taking and that the estate taken by the U. S. is the fee simple title thereto.

The court further finds that such just compensation and the value of said real estate as fixed herein is determined and fixed as of the date of filing of the Declaration of Taking in this proceedings and that the right to receive just compensation vested in the defendants named herein upon said date,

Title to said lands vested in the United States on the filing of Declaration of Taking herein and the amount of \$3400.00 is the just compensation of said lands in the condition in which they existed at the time of filing the Declaration of Taking herein.

It is therefore ordered, adjudged and decreed that the agreement fixing just compensation herein as above set out is approved.

It is further ordered, adjudged and decreed and deficiency judgment is hereby entered against the United States and in favor of said defendants in the total sum of \$600.00 and the United States is ordered to pay into the registry of this court the said deficiency of \$600.00 without interest and upon such payment the United States of America shall have discharged all liability for the payment of just compensation for real estate involved in this proceedings.

15/ Royce H. Savage
Judge, U. S. District Court

OK 15/ Russell H. Smith
Asst District Attorney

OK 15/ Curtis P. Harris
Curtis P. Harris
Attorney for said Defendants.

1 MARTIN, LOGAN, MOYERS, MARTIN & HULL
2 National Bank of Tulsa Building
3 Tulsa 3, Oklahoma
4 Telephone: LUther 2-5281

FILED

3 CHRISTIE, PARKER & HALE
4 595 East Colorado Street
5 Pasadena, California

JUL 31 1958

6 Attorneys for Plaintiff

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

7
8 **IN THE UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF OKLAHOMA**

10
11
12 **CONSOLIDATED ELECTRODYNAMICS**
13 **CORPORATION, a corporation,**

14 Plaintiff,

15 v.

16 **MIDWESTERN INSTRUMENTS, INC.,**
17 **a corporation,**

18 Defendant.

Civil No. 4499

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
and SUMMARY JUDGMENT

19
20 The above entitled cause having been duly noticed on the
21 motion of the plaintiff, Consolidated Electrodynamics Corporation,
22 pursuant to Rule 56 of the Federal Rules of Civil Procedure for
23 hearing on the 8th day of July, 1958, A.D. before the Honorable
24 Royce H. Savage, United States District Judge for the Northern
25 District of Oklahoma, and the defendant, Midwestern Instruments,
26 Inc., having been served with said notice of hearing by serving
27 its attorneys of record, Farmer, Woolsey, Flippo & Bailey, and
28 having appeared at said hearing by Robert W. Woolsey, Esq., and
29 the plaintiff, Consolidated Electrodynamics Corporation appearing
30 by Christie, Parker & Hale, by Ashley Stewart Orr and Martin,
31 Logan, Moyers, Martin & Hull, by Robert S. Risley, and there being
32 filed in support of said motion for summary judgment on behalf of

CHRISTIE, PARKER & HALE
LAWYERS
595 EAST COLORADO STREET
PASADENA, CALIFORNIA
SYCAMORE 8-9843
RYAN 1-5637

1 the plaintiff, Consolidated Electrodynamics Corporation the affi-
2 davit of William S. Ellis, a newspaper reporter in the employ of the
3 World Publishing Company, publisher of the Tulsa Daily World and
4 upon the motion of the plaintiff, Consolidated Electrodynamics
5 Corporation, the pleadings in this action and argument of counsel
6 the Court hereby makes and files the following:

7
8 FINDINGS OF FACT

9 1. Plaintiff is a corporate citizen of the State of
10 California, is organized and existing under the laws thereof and
11 has its principal place of business in the City of Pasadena,
12 County of Los Angeles, State of California.

13 2. Defendant is a corporation incorporated under the laws of
14 the State of Delaware and has its principal place of business in
15 the City of Tulsa, County of Tulsa, State of Oklahoma.

16 3. The matter in controversy exceeds, exclusive of interest
17 and costs, the sum of \$3,000.00.

18 4. On or about the 6th day of March, 1958, plaintiff by a
19 letter addressed to Mr. M. E. Morrow, Chairman of the Board of
20 Midwestern Instruments, Inc., Tulsa, Oklahoma, demanded a full
21 and final accounting and all royalties due and owing under that
22 certain license agreement effective June 10, 1952, which agreement
23 was entered into by and between Consolidated Electrodynamics
24 Corporation, plaintiff herein, and Midwestern Instruments, Inc.,
25 defendant herein.

26 5. Subsequent to the forwarding of said letter of March 6,
27 1958, this action was commenced by the plaintiff, Consolidated
28 Electrodynamics Corporation, by the filing of its complaint for an
29 accounting of royalties due under a licensing agreement, a copy of
30 which is on file herein, on the 12th day of May, 1958, A. D.

31 6. The defendant, Midwestern Instruments, Inc., did on the
32 14th day of May 1958, A. D., file its answer herein, wherein the

1 said defendant admitted the existence of the license agreement and
2 denied that any sum or sums was due to plaintiff thereunder, and
3 concurrent therewith defendant filed its counterclaim for an
4 affirmative judgment against plaintiff for the sum of \$2,500,000
5 alleging among other things that the filing of the complaint herein
6 by the plaintiff was malicious, unprivileged and filed for the
7 purpose of harrassing and causing damage to the financial structure,
8 credit position and public reputation of the defendant. Defendant
9 further alleging in its counterclaim that such false and malicious
10 statements as set forth in plaintiff's complaint on file herein
11 was designed to disparage and impugn the character and quality of
12 the defendant's business and the defendant's operations and the
13 manner in which the defendant conducts its business and the de-
14 fendant's integrity, and such falsehoods were intended to be and
15 were widely circulated by publicity in the newspapers and were
16 made with the knowledge and intent of the plaintiff and its
17 officers that such statements were false and in pursuance of a
18 plan to destroy the integrity of the defendant.

19 7. An actual controversy now exists between the parties to
20 this action so that the plaintiff is entitled to a determination
21 of its rights by this Court.

22 8. There is no genuine issue as to any material fact neces-
23 sary to the consideration and determination of plaintiff's Motion
24 for Summary Judgment.

25 9. Subsequent to the filing of the plaintiff's complaint
26 herein, certain articles appeared in various newspapers giving
27 account of the filing of plaintiff's complaint, the reaction of
28 defendant Midwestern's officers thereto and the filing of
29 defendant's counter-claim against plaintiff, none of which articles
30 were solicited by or placed in said various newspapers at the
31 instance or request of the plaintiff.
32

1 Based upon the preceding Findings of Fact the Court makes the
2 following:

3
4 CONCLUSIONS OF LAW

5 1. This Court has jurisdiction of this action and of the
6 parties to the action.

7 2. The filing of plaintiff's complaint herein for an account-
8 ing of royalties due the plaintiff by reason of a license agreement
9 is accorded an absolute privilege of immunity in a judicial pro-
10 ceeding against defamation actions based on utterances relating to
11 the judicial proceeding and having some relation thereto.

12 3. Plaintiff herein, Consolidated Electrodynamics Corporation,
13 has free access to the Courts for the purpose of asserting a claim
14 for an accounting under the licensing agreement without subjecting
15 itself to an action or actions based on any theory of malicious
16 interference with business.

17 4. The injury, if any, suffered by defendant resulting from
18 publicity incident to the filing of plaintiff's complaint for an
19 accounting, the circumstance of which makes it a valuable news
20 item, is *damnum absque injuria* (a wrong done for which the law
21 provides no remedy).

22 5. Plaintiff is entitled to judgment dismissing the counter-
23 claim of the defendant, plaintiff's reasonable attorneys' fees and
24 for plaintiff's taxable costs.

25 Based upon the Findings of Fact and Conclusions of Law, it is
26 hereby **ORDERED, ADJUDGED AND DECREED:**

27 1. The counterclaim of the defendant, Midwestern Instruments,
28 Inc., filed May 14, 1958, is hereby dismissed;

29 2. That the sole issue of plaintiff's attorneys' fees to be
30 awarded plaintiff on the counterclaim of the defendant herein is
31 placed upon the calendar of this Court along with the issues still
32 remaining to be determined by this Court;

1 3. Plaintiff shall have its taxable costs herein in the
2 amount of \$ 113.35.

3
4 DATED: This 31st day of July, 1958.

5
6 (S) Raymond H. Savage
7 United States District Judge

8 Presented by:

9 CHRISTIE, PARKER & HALE

10 By Q ASHLEY STEWART ORR

11 MARTIN, LOGAN, MOYERS, MARTIN & HULL

12 By Q Robert Rizley
13 Attorneys for Plaintiff

14
15
16 Approved as to form: }
17 ~~Disapproved as to form:~~ }
18 Copy hereof received: }

19 At Tulsa, Oklahoma at 9:15 a.m., this
20 31st day of July, 1958.

21 FARMER, WOOLSEY, FLIPPO & BAYLEY

22 By Q R.G. Woolsey
23 Attorneys for Defendant

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

UNITED STATES PLYWOOD CORP.,)
)
 Plaintiff,)
)
 vs.)
)
 ANCHOR LUMBER & SUPPLY CO., INC.,)
)
 Defendant.)

No. 4482 Civil

FILED

AUG - 1 1958

ORDER OF DISMISSAL

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

For good cause shown and upon the Motion of the
plaintiff, the above captioned case is dismissed without
prejudice.

Dated this 1st day of Aug., 1958.

(S) Royce H. Savage

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,
Plaintiff,
vs.
1,947.87 Acres of Land, More
or Less, Situate in Rogers
County, Oklahoma, and Frank R.
Mores, et al, and Unknown
Owners,
Defendants.

Civil No. 4287

FILED

AUG - 8 1958

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

J U D G M E N T

I

This cause, coming on for disposition on this 8th day of
August 1958, the Court finds that:

II

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

III

Service of process has been perfected either personally or by
publication notice as provided by Rule 71 A of the Federal Rules of Civil
Procedure on all parties defendant in this cause except the defendant,
Mrs. Julia Skinner.

IV

The Acts of Congress set out in paragraph 2 of the Complaint
filed herein give the United States of America the right, power, and
authority to condemn for public use the land described in Exhibit A
attached to such Complaint. Pursuant thereto, on August 7, 1957, the
United States of America has filed its Declaration of Taking of such
described land, and title thereto should be vested in the United States
of America.

V

On August 7, 1957, there was deposited in the Registry of
this Court as estimated compensation for the taking of the lands de-
scribed in Exhibit A of the Complaint filed herein certain sums of money,
and at various times, certain portions of these deposits have been dis-
bursed as set out in paragraph XI below.

VI

The Report of Commissioners filed herein on May 7, 1958, is hereby accepted and adopted as a finding of fact as to all tracts covered by such report, except Tract B-241 and Tract B-227. The amount of just compensation as to each tract as fixed by the Commission and now adopted by the Court is set out in paragraph XI below.

VII

On May 20, 1958, the Court sustained objections to the Commissioners' report as to just compensation for Tract B-227, and the Court fixed just compensation for such tract as shown in paragraph XI below.

VIII

Certain deficiencies exist between the amounts deposited as estimated just compensation and the amounts fixed by the Commission and the Court as just compensation. These deficiencies are set out in paragraph XI below.

IX

The persons named in paragraph XI as recipients of the awards of just compensation are found by the Court to be the only defendants asserting any interest in the estates condemned herein, all other defendants having either disclaimed or defaulted; the named defendants are the owners of the respective estates as designated, and as such, are entitled to distribution of just compensation thereof.

X

It Is Therefore ORDERED, ADJUDGED, AND DECREED that the United States of America has the right, power, and authority to condemn for public use the property described in Exhibit A attached to the Complaint filed herein, and such property, to the extent of the estate indicated and for the uses and purposes described in the Declaration of Taking filed herein, is CONDEMNED and title thereto is vested in the United States of America, and all defendants herein and all other persons are forever barred from asserting any claim thereto, with the exception of Tracts B-241 and B-242 as described in Exhibit A, which two tracts are specifically excluded from this judgment.

XI

It Is Further ORDERED, ADJUDGED AND DECREED that the right to just compensation for the respective estates taken herein is vested in the defendants whose names appear below in this paragraph; the Commissioners' report of May 7, 1958, is hereby confirmed and the sums therein fixed are adopted as just compensation for each tract condemned,

except as to Tract B-241 and Tract B-227. These defendants, named below, shall have and recover judgment against the United States of America, including interest, according to the following schedule:

Tract B-211

Compensation fixed by Commission:		
Surface	\$6,800.00	
Minerals	<u>400.00</u>	
Total		\$7,200.00
Deposited as estimated compensation	<u>5,620.00</u>	
Deposit deficiency		\$1,580.00

Judgment for:

Frank R. Moree and		
Mrs. Frank R. Moree	\$7,200.00	
Less amount disbursed Nov. 14, 1957	<u>5,620.00</u>	
		\$1,580.00

Plus interest at 6% per annum on \$1,580.00 deposit deficiency from Aug. 7, 1957, until paid.

Tracts B-216 & B-221

Compensation fixed by Commission:		
Surface	\$2,565.00	
Minerals	<u>235.00</u>	
Total		\$2,800.00
Deposited as estimated compensation	<u>2,352.00</u>	
Deposit deficiency		\$ 448.00

Judgment for:

Henry Setters and		
Lawrence Newman	\$2,800.00	
Plus interest at 6% per annum on \$448.00 deposit deficiency from August 7, 1957, until paid.		\$2,800.00

Tract B-219

Compensation fixed by Commission:		
Surface	\$1,700.00	
Minerals	<u>150.00</u>	
Total		\$1,850.00
Deposited as estimated compensation	<u>1,720.00</u>	
Deposit deficiency		\$ 130.00

Judgment for:

Vera O. Benefiel and		
L. J. Benefiel	\$1,850.00	
Less amount disbursed Nov. 29, 1957	<u>1,720.00</u>	
		\$ 130.00

Plus interest at 6% per annum on \$130.00 deposit deficiency from August 7, 1957, until paid.

Tract B-222

Compensation fixed by Commission:		
Surface	\$20,150.00	
Minerals	<u>850.00</u>	
Total		\$21,000.00
Deposited as estimated compensation		
Surface	\$19,490.00	
Minerals	<u>340.00</u>	
Total		\$19,830.00
Deposit deficiency		
Surface	\$ 660.00	
Minerals	<u>510.00</u>	
Total		\$1,170.00

Tract B-222 Continued

Judgment for:

Kenneth Wallis
Russell Wallis and
Anne Wallis for
Surface \$20,150.00
1/2 Minerals 425.00
Total \$20,575.00
Less amount disbursed Sept. 19, 1957 19,830.00
\$ 745.00
Less salvage value of improvements retained 674.00
\$ 71.00
Plus amount deposited by Wallis brothers to cover value of improvements retained \$ 674.00 745.00
Plus interest at 6% per annum on \$241.00, deposit deficiency (1/2 mineral deficiency, plus all surface deficiency, less salvage value of improvements) from August 7, 1957, until paid.

Judgment for:

State of Oklahoma
Commissioners of the Land Office for
1/2 Minerals \$ 425.00
Plus interest at 6% per annum on \$255.00 (1/2 mineral deposit deficiency) from August 7, 1957, until paid.

Tract B-227

Compensation fixed by Court:
Surface \$21,500.00
Minerals 1,500.00
Total \$23,000.00
Deposited as estimated compensation
Surface \$20,615.00
Minerals 590.00
Total \$21,205.00
Deposit deficiency
Surface 885.00
Minerals 910.00
Total \$ 1,795.00

Judgment for:

Henry D. Mathis and
Eileen M. Mathis for
Surface \$21,500.00
(all Minerals under 190 acres - \$966.10)
(1/2 Minerals under 105 acres - \$266.95)
Minerals \$ 1,233.05
Total \$22,733.05
Less amount disbursed Sept. 11, 1957 21,205.00
\$ 1,528.05
Plus interest at 6% per annum on \$1,633.04 deposit deficiency computed as follows:
(Mathis Surface deficiency \$ 885.00)
(Mathis Mineral deficiency)
(all under 190 acres - \$586.09)
(1/2 under 105 acres - \$161.95)
(Total Mathis deposit deficiency \$ 748.04)
from August 7, 1957, until paid. \$1,633.04
from August 7, 1957, until paid.

Judgment for:

State of Oklahoma
Commissioners of the Land Office for
1/2 minerals under 105 acres \$ 266.95
Plus interest at 6% per annum on \$161.95 deposit deficiency (1/2 minerals under 105 acres) from August 7, 1957, until paid.

Tract B-238

Compensation fixed by Commission:
Surface \$57,000.00
Minerals 2,825.00
Total \$59,825.00
Deposited as estimated compensation
Surface \$52,293.60
Minerals 1,129.40
Total \$53,423.00
Deposit deficiency
Surface \$4,706.40
Minerals 1,695.60
Total \$6,402.00

Judgment for:

A. A. Tschauner
Sue Virginia Tschauner
Ralph L. Tschauner
Faye Tschauner for
Surface \$57,000.00
Less amount disbursed May 11, 1958 52,000.00
\$5,000.00
Plus interest at 6% per annum on \$4,706.40, surface
deposit deficiency, from August 7, 1957, until paid.

Judgment for:

A. A. Tschauner
Sue Virginia Tschauner
Ralph L. Tschauner
Faye Tschauner
J. Lee Purdum for
Minerals \$2,825.00
Plus interest at 6% per annum on \$1,695.60, mineral
deposit deficiency, from August 7, 1957, until paid.

Tract B-244

Compensation fixed by Commission:
Surface 180.00
Minerals 20.00
Total 200.00
Deposited as estimated compensation 96.00
Deposit deficiency \$104.00

Judgment for:

A. A. Tschauner
Sue Virginia Tschauner
Ralph Tschauner
Faye Tschauner
\$200.00
Plus interest at 6% per annum on \$104.00, deposit
deficiency, from August 7, 1957, until paid.

Tracts B-266 and B-267

Compensation fixed by Commission:
Surface \$20,000.00
Minerals 850.00
Total \$20,850.00
Deposited as estimated compensation 19,823.00
Deposit deficiency \$1,027.00

Tracts B-266 and B-267 Continued

Judgment for:

L. V. Ellison and
Grace Ellison \$20,850.00
Less amount disbursed Oct. 7, 1957 19,823.00
\$ 1,027.00
Plus interest at 6% per annum on \$1,027, deposit
deficiency, from Aug. 7, 1957, until paid.

Tract B-273

Compensation fixed by Commission:

Surface \$32,450.00
Minerals 1,550.00
Total \$34,000.00

Deposited as estimated compensation:
Surface \$24,554.54
Minerals 619.46
Total 25,174.00

Deposit deficiency
Surface \$ 7,895.46
Minerals 930.54
Total \$ 8,826.00

Judgment for:

Kenneth Steidley
Cal Steidley
Madeline Steidley
\$32,450.00
Less amount disbursed Sept. 19, 1957 25,174.00
\$ 7,276.00
Plus interest at 6% per annum on \$7,895.46, surface
deposit deficiency, from August 7, 1957, until paid.

Judgment for:

Kenneth Steidley
Cal Steidley, Madeline Steidley
J. Lee Purdum for
Minerals \$ 1,550.00
Plus interest at 6% per annum on \$930.54, mineral
deposit deficiency, from August 7, 1957, until paid.

Tract B-274

Compensation fixed by Commission:

Surface \$ 1,400.00
Minerals 100.00
Total \$ 1,500.00

Deposited as estimated compensation 780.00
Deposit deficiency \$ 720.00

Judgment for:

Heirs of estate of John W. Johnson, deceased,
Cherokee Roll No. 30439, as named in the
Declaration of Taking, herein
\$ 1,500.00
Plus interest at 6% per annum on \$720.00, deposit
deficiency, from August 7, 1957, until paid.
The total sum shall be paid to N. E. Johnson
of Claremore, Oklahoma.

Tracts B-276 and B-285

Compensation fixed by Commission:	
Surface	\$20,000.00
Minerals	<u>1,125.00</u>
Total	\$21,125.00
Deposited as estimated compensation	<u>17,359.00</u>
Deposit deficiency	\$ 3,766.00

Judgment for:	
Virgil Pendergraft	
Lucille Pendergraft	
	\$21,125.00
Less amount disbursed Nov.29,1957	<u>16,899.00</u>
	\$ 4,226.00
Less \$596.00 salvage value of improvements retained by Pendergraft	<u>596.00</u>
	\$ 3,630.00
Plus amount redeposited by Pendergraft	<u>136.00</u>
	\$ 3,766.00
Plus interest at 6% per annum on \$3,170.00, deposit deficiency (\$3,766.00 less salvage value improvements) from August 7, 1957, until paid.	

It is Further ORDERED, ADJUDGED AND DECREED that the United States of America shall deposit with the Clerk of this Court the sum of money necessary to cover the total of the deposit deficiencies plus interest thereon as shown in the schedule in paragraph XI. Upon deposit of this sum, the Clerk of this Court shall make distribution of the money on deposit in this case according to the terms of the schedule in paragraph XI.

15 Royce H. Savage
United States District Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

M. L. DOYLE, DECEASED, BY
THE ADMINISTRATRIX OF THE
ESTATE OF M.L. DOYLE,
DECEASED, MARY B. WINDE,

Plaintiff,

-vs-

GARY PICKETT, A.P. DUNCAN
AND THE WESTERN UNION
TELEGRAPH COMPANY, a corporation,

Defendants,

No. 4436

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, Mary B. Winde, for and on behalf of Matt Luke Doyle, deceased, and dismisses the above captioned cause with prejudice to a future filing and represents and states to the Court that said cause has been settled for the sum of One Thousand Nine Hundred Four Dollars and Forty-nine Cents (\$1,904.49) and that said settlement has been approved by the County Court of Tulsa County, Oklahoma, Case No. 32355, as evidenced by the Order of said Court, a true and correct copy of which is attached hereto and by this reference made a part hereof.

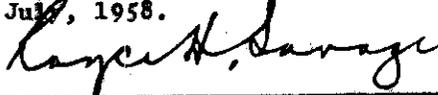
FILED

AUG - 8 1958

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

Mary B. Winde, Administratrix
of the estate of Matt Luke Doyle,
deceased, by her attorney,
Gerald D. Swanson

Plaintiff granted leave to dismiss the above captioned cause with prejudice by order of this Court this 18th day of July, 1958.


Judge of United States District Court
Northern District of Oklahoma

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

EARLENE BROOKS,

Plaintiff

vs

CLAUDE J. PERRY,

Defendant

MARYLAND CASUALTY COMPANY,
a corporation,

Garnishee,

NO. 4443 CIVIL

FILED

AUG - 8 1958

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

JUDGMENT

Now on this 5th day of August, 1958, this cause comes on for decision. The parties appeared by their respective counsel of record, the parties heretofore in open court stipulated that the cause might be tried upon the depositions taken and that the court might consider the briefs of the parties heretofore submitted, and all parties waived oral argument of this case.

In accordance with the findings of fact and conclusions of law entered by the court, the court concludes that the Maryland Casualty Company should have judgment declaring that they have no obligation under their policy herein involved to defend the defendant, Claude J. Perry, in Case Number 92051 in the District Court of Tulsa County, Oklahoma, and has no obligation to pay a judgment rendered in favor of the plaintiff and against the defendant Claude J. Perry on January 21, 1957, in the amount of Seven Thousand Two Hundred Twenty-one and 70/100 Dollars (\$7,221.70).

19 Royce H. Lunge

U. S. District Judge

ws

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

United States of America,
Plaintiff,
vs.
Missouri-Kansas-Texas Railroad Company
Defendant.

Civil No. 4535

FILED

AUG - 8 1958

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

J U D G M E N T

On this 8th day of August 1958, came on to be heard the above-entitled and numbered cause, the plaintiff, United States of America, appearing by and through Hayden Crawford, United States Attorney, and Hubert A. Marlow, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendant appearing by and through its attorney, Dan M. Welch, and it appearing to the Court that the defendant is charged by Complaint alleging that on March 18, 1958, this defendant being a common carrier engaged in interstate commerce by railroad in the State of Oklahoma and subject to the provisions of United States Code, Title 45, Sections 11 through 16, inclusive, and an order of the Interstate Commerce Commission of March 13, 1911, prescribing standards of equipment, did haul or use over its line of railroad six railroad cars which were not equipped in accordance with the standards prescribed by such order of the Interstate Commerce Commission of March 13, 1911, and it further appearing that the defendant admits the facts as alleged in plaintiff's complaint and interposes no valid defense thereto, and the matters being presented by the parties, plaintiff and defendant, to the Court without the aid of a jury, the Court finds that there is no genuine issue as to material facts and that plaintiff is entitled to judgment, and in accordance therewith,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, the United States of America, do have and recover of and from the defendant, Missouri-Kansas-Texas Railroad Company, a corporation, the sum of \$1500.00, together with all costs of this action as taxed by the Clerk of this Court for which costs execution may issue if not paid within thirty days.

APPROVED AS TO FORM:

151 Royce H. Savage
United States District Judge

Hubert A. Marlow
Attorney for Plaintiff

Dan M. Welch
Attorney for Defendant

7/28/58

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

ZIV TELEVISION PROGRAMS, INC.,)
a corporation,)
)
Plaintiff,)
)
-vs-)
)
QUALITY FOOD PRODUCTS, INC.,)
a corporation,)
)
Defendant.)

No. 4531 **FILED**

AUG 1 1 1958

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

JUDGMENT BY DEFAULT UPON APPLICATION
TO CLERK

Upon Application of plaintiff and examination of the records herein, the defendant Quality Food Products, Inc., a corporation, having been regularly served with summons and Complaint, and having failed to plead or otherwise defend herein, the legal time for pleading or otherwise defending having expired and the default of said defendant, Quality Food Products, Inc., a corporation, in the premises having been duly entered according to law, a judgment is hereby entered as against the defendant, Quality Food Products, Inc., a corporation, in pursuance of the prayer of said Complaint.

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

IT IS ORDERED, ADJUDGED AND DECREED, that the said plaintiff do have and recover of the said defendant, Quality Food Products, Inc., a corporation, the sum of \$6,109.10, with interest thereon at the rate of 6 per cent per annum from date of judgment, until paid, and for the costs and disbursements incurred in this action, and that plaintiff have execution therefor.

Judgment rendered this 14th day of August, 1958.

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

(see)

By Beulah Ballenger
Deputy Court Clerk

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

NATIONAL TRAILER CONVOY, INC.,
and MORGAN DRIVE-AWAY, INC.,

Plaintiffs,

v.

UNITED STATES OF AMERICA,

Defendant,

and

INTERSTATE COMMERCE COMMISSION,

Intervening Defendant.

Civil Action

No. 4407

FILED

AUG 12 1958

FINAL JUDGMENT AND DECREE

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

The above-entitled cause having come on for hearing before the undersigned statutory three-judge United States District Court on June 6, 1958, on the merits of the case, and said Court having considered the evidence of record, the pleadings and briefs submitted by the parties, and the oral arguments of counsel, and

It appearing and the Court now finds that the report and order of the Interstate Commerce Commission, dated October 31, 1956, in its Docket No. MC-94350 (Sub-No. 6) Transit Homes, Inc., Extension - Newton, Kansas, are adequate and supported by substantial evidence, it is

HEREBY ORDERED and DECREED by this Court that the
complaint herein be, and it is hereby, dismissed.

This the *6th* day of *June*, 1958.

Alfred P. Murray
United States Circuit Judge

W. R. Wallace
United States District Judge

for Raymond Savage
United States District Judge

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

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation,

Plaintiff,

vs.

ADALINE APTS., INC., a corporation, et al.,

Defendants.

No. 4493

FILED

AUG 21 1958

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

JUDGMENT

On this 5th day of August, 1958, pursuant to findings of fact and conclusions of law entered herein, IT IS ORDERED, ADJUDGED AND DECREED by the court that the plaintiff, The Prudential Insurance Company of America, have and recover of and from the defendant, Adaline Apts., Inc., a corporation, the sum of \$168,603.17, with interest thereon from April 30, 1958, at the rate of 4% per annum, attorneys' fees in the sum of \$10,300.00, and the costs of this suit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the cross-complainant, A.G. Meyers Investment Co., Inc., have and recover of and from the defendant, Adaline Apts., Inc., a corporation, and L.L. Thurman the sum of \$2244.87, with interest thereon from June 26, 1957, at the rate of 6% per annum, attorneys' fees in the sum of \$250.00, and costs of this suit.

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

Lot One (1), Block Three (3), Oange Hills, an Addition to the City of Tulsa, Oange County, State of Oklahoma, according to the recorded plat thereof, as recorded in Book Two (2) of Plats on pages 27 and 28 in the office of the County Clerk, Oange County, Oklahoma,

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

<u>General Electric Refrigerators - Serial Numbers:</u>	<u>General Electric Ranges - Serial Numbers:</u>	<u>General Electric Disposals - Serial Numbers:</u>
74-292-010	2348349	210968
810-82-017	2348442	210976
81-08-200	2259822	210991
81-081-926	2259816	210999
81-066-399	2259982	400963

81-066-086	2259993	310581
81-066-756	2260015	207020
81-053-886	2348424	407040
81-079-899	2348370	211002
82-060-240	2348369	211010
810-74-344	2259810	210961
810-61-183	2259823	400955
81-084-218	2259995	407009
81-077-548	2348405	407039
74-294-151	2348297	411502
81-080-319	2348341	210881
81-081-915	2259852	211006
810-77-721	2259984	210975
81-081-992	2259825	411422
74-290-998	2348389	400953
81-079-923	2348096	310563
81-082-405	2348323	210954
81-082-378	2260006	210967
81-086-094	2259981	210950
81-080-275	2348743	111958
81-082-204	2259985	407022

Bendix Washers
Serial Numbers:

53608241
53518810
53518864
53608222

Bendix Dryers
Serial Numbers:

165F713
165F597

Four Hotpoint ranges, BB-61, Serial Numbers
9844637; 9844731; 9844552; and _____

Two Food disposal units;

Four automatic washing machines;

Two automatic dryers.

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

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

and personal property in the hands of the Receiver herein.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that, by virtue of the mortgage set out in the answer and cross-complaint of defendant, A.G. Meyers, Investment Co., Inc., said defendant and cross-complainant is hereby adjudged to have a lien upon the above-described real estate, junior and inferior only to the mortgage lien of the plaintiff, to secure the payment of the amount of its judgment above set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in the event the judgments hereinabove rendered for the plaintiff and the defendant, A.G. Meyers Investment Co., Inc., a corporation, with interest, attorneys' fees, and costs, be not satisfied in full, immediately, the above-described lands, premises and property be sold in one parcel by the United States Marshal for the Northern District of Oklahoma, at public auction at the premises above described, to the highest bidder for cash; that the said Marshal, before making said sale, shall publish notice once a week for at least four weeks prior to the sale in the Osage Weekly Journal, a newspaper regularly issued and of general circulation in Osage County, Oklahoma, wherein the realty is located. That at such sale, plaintiff may bid and become a purchaser, and the amount of the purchase price applied first: to the payment of all costs, including plaintiff's attorneys' fees; second: to the judgment of the said plaintiff; and third; that the balance remaining, if any, be applied to the judgment of the cross-complainant, A.G. Meyers Investment Co., Inc.; that after making such sale, the said Marshal shall make return to this court of his proceedings under this judgment, and that upon confirmation thereof the said Marshal shall give to the purchaser a bill of sale to the personal property and a deed to the real estate sold under this judgment, and that said purchaser be let into possession of such premises and personal property; and that the defendants and all persons claiming under them since the filing of the Complaint in this suit be thereupon barred, restrained, and enjoined from claiming or asserting any right, title, interest, or right of redemption in or against said real estate and personal property.

Royce H. Savage
United States District Judge

APPROVED:

G. Ellis Gable
Attorneys for Plaintiff.

Jack R. Givens
Attorneys for Cross-Complainant,
A.G. Meyers Investment Co., Inc.

R. M. Cohen
Attorneys for Defendant, Adaline
Apts., Inc.

R. E. Havens
Attorneys for Defendant, Board of
County Commissioners of Osage
County, Oklahoma.

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

JOHN KING, as successor administrator
for the estate of LAWRENCE E. WEAVER,

Plaintiff

vs

CONTINENTAL CASUALTY COMPANY
of Chicago, Illinois,

Defendant and
Third Party
Plaintiff

vs

NATIONAL BANK OF TULSA, a National
Banking Association,

Third Party
Defendant

NO. 4392 CIVIL

FILED

AUG 25 1958

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

ORDER

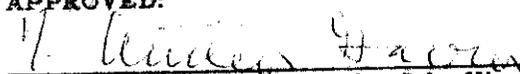
For good cause shown it is hereby ORDERED
ADJUDGED AND DECREED by the court that the action of John King, as successor
administrator for the estate of Lawrence E. Weaver, deceased, plaintiff against
the defendant Continental Casualty Company of Chicago, Illinois, be, and the same
is hereby, dismissed with prejudice to the bringing of any future action, with costs
in the amount of Fifteen Dollars (\$15.00) taxed to the defendant Continental Casualty
Company of Chicago, Illinois.

It is further ORDERED, ADJUDGED AND
DECREED by the court that the defendant, Continental Casualty Company of Chicago,
Illinois, third party action against the third party defendant, National Bank of Tulsa,
a National Banking Association, be, and the same is hereby, dismissed with prejudice
to the bringing of any future action.

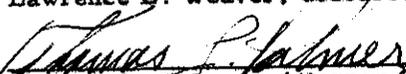


Judge

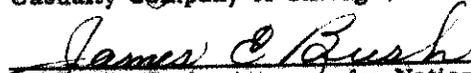
APPROVED:



T. Austin Gavin, Attorney for John King, as
successor administrator for the estate of
Lawrence E. Weaver, deceased.



Thomas L. Palmer, Attorney for Continental
Casualty Company of Chicago, Illinois



James E. Bush, Attorney for National Bank
of Tulsa, a National Banking Association

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

J. L. Tisdale, Plaintiff,

vs.

Civil No. 4932

Sunray Mid-Continent Oil Company,
a Corporation, Defendant.

FILED

AUG 26 1958

JOURNAL ENTRY OF ORDER SUSTAINING PLAINTIFF'S
MOTION TO DISMISS WITHOUT PREJUDICE

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

Now on this 6th day of August, 1958, at the hour of 9:30 o'clock, A. M., the same being a regular juridical day of the January, 1958 term of said court, the above entitled and numbered cause comes on for hearing and pre-trial conference, the plaintiff, J. L. Tisdale, appearing by his attorney, Raymond P. Stith and the defendant, Sunray Mid-Continent Oil Company, a Corporation, appearing by it's attorneys, M. Darwin Kirk, J. P. Greve and Ben Hatcher.

Thereupon said plaintiff presented his motion to dismiss without prejudice and the Court having heard the arguments of counsel, and being fully advised in the premises and upon due consideration thereof, finds:

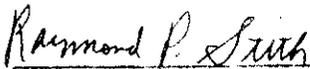
That said motion should be sustained with conditions that said plaintiff, within thirty days hereof, deposit the sum of \$150.00 with the Clerk of this Court for the use and benefit of said defendant as payment for it's costs, expenses, and attorneys fees herein.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED, by the Court that plaintiff's motion to dismiss without prejudice be, and the same is hereby sustained with conditions that said plaintiff, within thirty days hereof, deposit the sum of \$150.00 with the Clerk of this Court for the use and benefit of said defendant as payment for it's costs, expenses,

and attorney Royce E. Savage, and in the event that the same remedy is denied, upon plain and proper notice with said conditions, without prejudice to plaintiff's right to bring a new action.


Royce E. Savage
United States District Judge

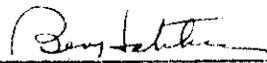
O. K. as to form:



Raymond P. Stith, Attorney for Plaintiff.
P. O. Box 505
Fairfax, Oklahoma.

O. K. as to form:

M. Darwin Kirk, J. P. Greve
and Ben Hatcher, Attorneys for Defendant.

By: 

Ben Hatcher
P. O. Box 381
Tulsa, Oklahoma.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

One 1955 Buick Special Two Door Sedan,
Motor No. 434087823, its tools and
appurtenances,

Respondent,

Lillie Mae Hurd, Berryman Matthews,
and Consumer Finance Corporation,

Claimants.

CIVIL No. 447-1

FILED

AUG 2 1958

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

J U D G M E N T

This matter coming on for hearing this 27th day of August, 1958, upon the oral application of the United States Attorney, by Assistant United States Attorney John Morley, for a default judgment, and the court being fully advised in the premises finds that valid service of motion was made on all parties claiming an interest in respondent 1955 Buick Special automobile, its tools and appurtenances, on May 21, 1958, and that more than twenty (20) days allowed for the parties to answer or otherwise plead have elapsed, and that claimants, Lillie Mae Hurd and Berryman Matthews have failed to answer or otherwise plead, and the Consumer Finance Corporation having entered into a stipulation with the United States of America by which it has agreed that the automobile shall be sold by the United States Marshal and that Consumer Finance Corporation pay the costs of seizure, storage and sale, and the United States of America will take one-half of the proceeds of the sale and Consumer Finance Corporation will take one-half of the proceeds of the sale.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the 1955 Buick Special Two Door Sedan, Motor No. 434087823, its tools and appurtenances be and the same are hereby forfeited, and the claimants, Lillie Mae Hurd and Berryman Matthews are decreed to have no claim, right, title or interest whatsoever in said vehicle, and that said vehicle be and the same is hereby ordered to be sold at public sale by the United States Marshal for the Northern District of Oklahoma, and that the proceeds of the sale be divided equally between United States of America and Consumer Finance Corporation; that the costs for seizure, storage and sale be deducted from the share of the proceeds of Consumer Finance Corporation.

J. E. Keenan
U. S. District Judge

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

LOWELL STACEY NICHOLS,

Plaintiff,

-vs-

CADOT SHEEP, INC.
FRANKS DIVISION,

Defendant and Third-Party
Plaintiff.

TOM GERMAN d/b/a TOM GERMAN
COMPANY,

Third-Party Defendant.

Civil
no. 4410

FILED

SEP - 8 1958

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

ORDER

This matter came on for hearing before the Court on the Motion of third Party Defendant, Tom German d/b/a Tom German Company, for summary judgment, the said third-party defendant appearing by counsel, Bert McElroy, and the defendant and third-party plaintiff appearing by counsel, Charles Kothe, and plaintiff appearing by counsel, Jack Thomas, of Rucker, Tabor and Cox and the Court having previously heard arguments of counsel and having acquired briefs and being otherwise advised in the premises finds that the motion of Tom German, third-party defendant, for summary judgment should be sustained on the grounds that the Court is without jurisdiction.

BE IT THEREFORE, ORDERED, ADJUDGED AND DECREED that the Motion of Tom German, d/b/a Tom German Company, for summary judgment be and the same is sustained and the said third party defendant be and is dismissed from the action for want of jurisdiction of the Court.

15/ Royce H. Savess

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

APPROVED:

15/ Jack M. Thomas

Attorneys for Plaintiff

Charles P. Kothe

Attorneys for Defendant and Third-Party
Plaintiff.

15/ Bert Mc Elroy

Attorneys for Third-Party Defendant.

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

EDWARD F. QUIRKE,

Plaintiff,

vs.

ST. LOUIS-SAN FRANCISCO RAILWAY
COMPANY, HUGH L. HARRELL AND)R.
OTIS McCLINTOCK,

Defendants.

Civil Action

No. 4550

FILED

SEP - 8 1958

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

ORDER ON MOTION TO TRANSFER

The defendants having moved for an order transferring this cause to the United States District Court for the Eastern District of Missouri, Eastern Division, and said motion duly coming on to be heard on this 8th day of September, 1958.

Now, upon reading of the motion, the complaint herein, the affidavit of James L. Homire and the consent to the transfer of said cause by the attorneys for plaintiff, and it appearing to the court that defendants' motion should be granted for the convenience of the parties and witnesses, and in the interest of justice, it is,

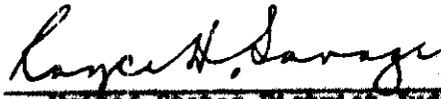
ORDERED, that this action be transferred from this court to the United States District Court for the Eastern District of Missouri, Eastern Division, and it is further

ORDERED, that Noble Hood, the clerk of this United States District Court for the Northern District of Oklahoma, be and hereby is directed to transfer all records and papers in this action to the Clerk of the United States District Court for the Eastern District of Missouri, Eastern Division, together with a certified copy of this order, and it is further

ORDERED, that the time for the defendants, St. Louis-San Francisco Railway Company, Hugh L. Harrell and R. Otis McClintock, to plead to or answer plaintiff's complaint, be and the same hereby is extended to a date twenty (20) days after the service upon the said defendants personally or by registered mail at the office of

the St. Louis-San Francisco Railway Company, 906 Olive Street,
St. Louis 1, Missouri, by the plaintiff of a notice that the transfer
to the United States District Court for the Eastern District of
Missouri, Eastern Division has been effected.

Done in open court this 8th day of September, 1958.


United States District Judge

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

FAYE NAUMAN,)
)
 Plaintiff,)
)
 vs.) No. 4567
)
 PAUL RODERICK, JOHN DOE and)
 SAFEWAY STORES, INC., a)
 corporation,)
)
 Defendants.)

FILED
SEP 16 1958
NOBLE C. HOOD
Clerk, U.S. District Court

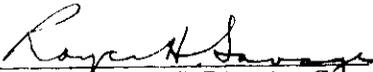
ORDER TO REMAND

The motion of Plaintiff to remand this suit to the District Court of Creek County, Oklahoma, coming on for hearing on the 12th day of September, 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.

To this ruling of the Court, the Defendant, Safeway Stores, Inc., excepted.

Dated this 16th day of September, 1958.


Judge of the U. S. District Court
for the Northern District of Okla.

I hereby certify that I mailed a true and correct copy of this Order to Mr. W. F. Kyle. of the law firm of Hudson, Hudson, Wheaton & Kyle, 707 Ritz Building, Tulsa, Oklahoma.


Heber Finch

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

SELETHA LUTRICIA FERGUSON, Plaintiff)

vs)

JOEDY RAY SHINE,)

Defendant)

NO. 4568

FILED

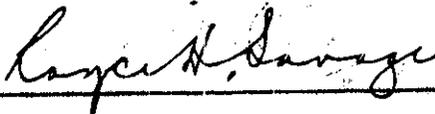
SEP 19 1958

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

O R D E R

Now, on this 19th day of September, 1958, this matter coming on to be heard upon the motion of the plaintiff to dismiss the above cause with prejudice to a future action, and the Court being fully advised in the premises and finding that the matter has been fully settled and compromised,

IT IS BY THE COURT ORDERED that the above action be and the same is hereby dismissed with prejudice to a future action.



Judge

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

FILED

Wade Lahar Construction Company, ()
an Arkansas corporation, ()
Plaintiff, ()

SEP 22 1958

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

vs. ()

No. 4444 Civil

Glenwood Oil Company, an ()
Oklahoma corporation, ()
Defendant. ()

JOURNAL ENTRY OF JUDGMENT

This cause came on to be heard this 9th day of May, 1958, pursuant to regular assignment for trial, plaintiff being present by its attorneys, Roehm West and Charles Norman and the defendant being present in person and by its attorney N. E. McNeill, Jr.; thereupon both parties stipulated in open court that the plaintiff have judgment on its first cause of action, set forth in its complaint, for the sum of \$5700.00, and that the plaintiff have judgment upon its second cause of action, set forth in its complaint, for the sum of \$1,250.00.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Wade Lahar Construction Company, have and recover of the defendant, Glenwood Oil Company the sum of \$5,700.00 on its first cause of action and the sum of \$1,250.00 on its second cause of action or a total sum of \$6,950.00.

/s/ ROYCE H. SAVAGE
Judge of the District Court

O. K.

/s/ ROEHM WEST
Attorney for Plaintiff

/s/ N. E. McNEILL, JR.
Attorney for Defendant

FILED
IN OPEN COURT

SEP 22 1958

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

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

HALLMAC CONSTRUCTION COMPANY,
a Texas corporation,

Plaintiff

vs.

NEW AMSTERDAM CASUALTY COMPANY,
et al.,

Defendants

No. 4469 C.

JUDGMENT.

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

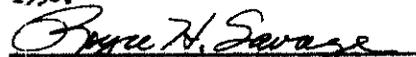
IT IS ORDERED, ADJUDGED and DECREED by the Court that the plaintiff Hallmac Construction Company be, and it is hereby, discharged from any and all liability to any of the defendants herein or in connection with the judgment against it in the amount of Two Thousand Six Hundred Twenty-three and 58/100 Dollars (\$2,623.58), plus interest, rendered in favor of G. G. Griffis, in Cause No. 4311 Civil, in the United States District Court in and for the Northern District of Oklahoma, and said judgment is hereby ordered released of record.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the restraining order heretofore issued herein restraining the defendant from instituting or prosecuting any action because of such judgment against the plaintiff, other than claiming the money deposited herein, be made permanent.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court that the issues between the defendants be, and the same is hereby, deferred to be set for trial at a later date.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the plaintiff have its costs herein expended in the amount of Twenty and 35/100 Dollars (\$20.35), and that the attorneys for the plaintiff be allowed a fee in the sum of \$ 300⁰⁰, the same to be paid to Gable, Gotwals & Kays, attorneys for the plaintiff, out of the funds now in the registry of the court.

DATED this 22 day of September, 1958.


United States District Judge.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

3.83 Acres of Land, More or Less,
Situate in Tulsa County, Oklahoma,
and George R. Beyl, et al, and
Unknown Owners,

Defendants.

Civil No. 4255

FILED

SEP 23 1958

JUDGMENT ON STIPULATION

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

Now on this 23rd day of September, 1958, the United States of America, Plaintiff, herein by Russell H. Smith, First Assistant United States Attorney, and George R. Beyl and Florence A. Beyl, his wife, stipulate and agree as to the just compensation which defendants are entitled to receive as the true owners of the real estate involved in this proceeding; that the total amount to be received by defendants as just compensation is the amount of \$6,935.00.

The Court finds that the agreement should be approved and judgment entered thereon. The Court further finds that distribution of \$6,935.00 has been properly made heretofore to defendants. The Court finds that the United States of America has and had the right to condemn the real estate involved in this proceeding as particularly described in the Complaint and Declaration of Taking filed herein, and that the estate taken by the United States of America is the fee simple title thereto.

The Court further finds that title to the lands in this proceeding vested in the United States of America on the filing of Declaration of Taking herein, and the amount of \$6,935.00 is the just compensation for this land in the condition in which it existed at the time of filing the Declaration of Taking herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the agreement fixing just compensation herein above set out is approved and

and payment having been made, the United States of America has discharged all liability for the payment of just compensation for the real estate involved in this proceeding.

/s/ ROYCE H. SAVAGE

United States District Judge

Approved.

UNITED STATES OF AMERICA, Plaintiff

by /s/ RUSSELL H. SMITH

RUSSELL H. SMITH

First Assistant U. S. Attorney

/s/ GEORGE R. BEYL

GEORGE R. BEYL

/s/ FLORENCE A. BEYL

FLORENCE A. BEYL