

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

One 1957 Plymouth Sedan, Motor No.
P-30-51100, one 1957 Dodge Sedan,
Motor No. KDS-191752, and their
tools and appurtenances,

Respondents,

Mrs. Ruby Berry, Executrix of the
Estate of Ralph James Berry, deceased,
and the Craig County Bank, Vinita,
Oklahoma,

Claimants.

CIVIL NO. 4364

FILED

MAR 21 1958

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

DEFAULT JUDGMENT

This matter coming on for hearing this 21st day of March, 1958, on the oral application of the United States of America by John Marley, Assistant United States Attorney, for a default judgment and the court being fully advised in the premises finds that valid service of monition was made on all parties claiming an interest in respondent 1957 Dodge automobile, its tools and appurtenances, and that more than the twenty days allowed for parties to answer or otherwise plead have elapsed and that the sole claimant, Mrs. Ruby Berry, Executrix of the Estate of Ralph James Berry, deceased, and the United States of America having entered into a stipulation dated March 21, 1958, and all other claimants having failed to answer;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the court that the 1957 Dodge Sedan, Motor No. KDS-191752, its tools and appurtenances, be and the same are hereby forfeited and the claimants are decreed to have no claim, right, title or interest whatsoever in said vehicle and that said vehicle be and the same is hereby ordered to be turned over to the Regional Commissioner of Internal Revenue, Treasury Department, Dallas, Texas, for official use, pursuant to his application for delivery of seized property and pursuant to Section 304 of the Liquor Law Repeal and Enforcement Act (49 Stat. 880; 40 U.S.C. 304(1)), as amended by Section 102(a) of the Federal Property and Administrative Service Act of 1949, as amended (63 Stat. 380; 5 U.S.C. 630(a)), subject to payment of all storage costs and court costs by the Regional Commissioner of Internal Revenue, Treasury Department, Dallas, Texas, and that possession and title

thereto be vested in said Regional Commissioner of Internal Revenue.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the court that possession and title to the 1957 Plymouth Sedan, Motor No. P30-51100, its tools and appurtenances, be vested in claimant, Mrs. Ruby Berry, in accordance with the stipulation entered into between the United States of America and claimant, Mrs. Ruby Berry, on March 21, 1958, subject to payment of all storage costs and court costs by claimant.

151 *Royce H. Savage*

U. S. DISTRICT JUDGE

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

S. L. LOWERY,

Plaintiff,

vs.

EARL L. FINE, Administrator
of the Estate of Henry S.
Fine, Deceased,

Defendant.

Civil No. 4388

FILED

MAR 21 1958

ORDER

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

The Court finds that this cause was removed
improvidently and without jurisdiction and should be
remanded to the District Court of Tulsa County, Oklahoma.

It is therefore, ordered, adjudged and decreed
that this cause be remanded to the District Court of
Tulsa County, Oklahoma, for further proceedings.

Dated at Tulsa, Oklahoma this 21st day
of March, 1958.

By Roy A. Savage
Judge.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4425

34 Cases of 24 Bags Article labeled
in part (Bags) "Triple HHH Brand -
Pecans, one full lb.,"

Claimant.

FILED

MAR 28 1958

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

DECREE OF CONDEMNATION

On February 13, 1958, a libel of information was filed on behalf of the United States of America against the above-described article. The libel alleged that the article proceeded against is food which was introduced into interstate commerce in violation of the Federal Food, Drug, and Cosmetic Act and adulterated when introduced into and while in interstate commerce within the meaning of 21 U.S.C. 342(a)(3), in that it consists wholly or in part of a decomposed substance by reason of the presence therein of moldy nuts.

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

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

The Court being fully advised in the premises, it is on like motion further ORDERED, ADJUDGED, AND DECREED that the 34 cases of 24 Bags Article labeled in part (Bags) "Triple HHH Brand - Pecans, one full lb.," so seized are adulterated within the meaning of said Act, 21 U.S.C., 342(a)(3), in that it consists wholly or in part of a decomposed substance by reason of the presence therein of moldy nuts, and are condemned as forfeited to the United States, and the United States Marshal in and for the Northern District of Oklahoma do forthwith destroy the same and make return of his actions to this Court.

Dated this 28 day of March, 1958.

ROYCE H. SAVAGE
United States District Judge

IEU:lg
3/22/58

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

MIDWEST ENGINEERING &
CONSTRUCTION COMPANY,
a Limited Partnership,

Plaintiff

vs.

ST. LOUIS-SAN FRANCISCO
RAILWAY COMPANY, INC.,
a Missouri Corporation,

Defendant

No. 4371 Civil

FILED

MAR 31 1958

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

ORDER DISMISSING ACTION WITH PREJUDICE

Now on this 31st day of March, 1958 there having been presented to the undersigned United States District Judge for the Northern District of Oklahoma, the joint Motion filed herein by the parties involved herein, seeking a dismissal of this action with prejudice and the Court having considered the same and being advised in the premises finds that said order should issue.

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

ROYCE H. SAVAGE

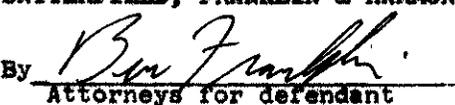
United States District Judge

APPROVED AS TO FORM:

UNGERMAN, WHITEBOOK, GRABEL & UNGERMAN

By 
Attorneys for Plaintiff

SATTERFIELD, FRANKLIN & HARMON

By 
Attorneys for defendant

WL:mm
3/28/58

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

TRANS WORLD AIRLINES, INC.,)
a Delaware Corporation,)
)
Plaintiff,)
)
-vs-)
)
TRANSCONTINENTAL OIL COMPANY,)
an Oklahoma Corporation,)
)
Defendant.)

Civil No. 4159

FILED

APR - 1 1958

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

JUDGMENT ON OFFER AND ACCEPTANCE THEREOF

This action having been commenced by due and proper service of summons and complaint on the defendant, Transcontinental Oil Company, an Oklahoma Corporation, on the 19th day of March, 1957; the defendant having appeared and submitted to the jurisdiction of this Court and having offered in writing to allow the plaintiff Trans World Airlines, Inc., a Delaware Corporation, to take judgment against said defendant in the sum of \$3,994.64, with interest thereon at the rate of 6 per cent per annum from the 1st day of April, 1958, and for an attorney's fee in the sum of \$750.00 and the costs of this action, said judgment to be entered against defendant on the 1st day of April, 1958; and the plaintiff, within ten days from service of said Offer of Judgment, having duly accepted said Offer of Judgment by written Acceptance duly served on the defendant;

Now on Motion of plaintiff for entry of Judgment on said Offer and said Acceptance:

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that plaintiff have and is hereby granted judgment as against the defendant in the sum of \$3,994.64, with interest thereon at the rate of 6 per cent per annum from the 1st day of April, 1958, and for an attorney's fee in the sum of \$750.00 and the costs herein.

Dated this 1st day of April, 1958.

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

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

A. H. RENEAU, G. B. RENEAU, and
ETHELYN DICKINSON,

Plaintiffs,

vs.

GLENS FALLS INSURANCE COMPANY, a
corporation, and QUAKER CITY FIRE AND
MARINE INSURANCE COMPANY, a
corporation,

Defendants.

No. C-4252

FILED

APR - 2 1958

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

ORDER OF DISMISSAL

Now on this 2nd day of April, 1958, this matter coming on for hearing pursuant to the motion of plaintiffs for leave of Court to dismiss this Cause, and it appearing to the Court that the defendants, and each of them, have settled and compromised the claims of plaintiffs, and have paid to plaintiffs the full amount due said plaintiffs under their respective policies of fire insurance, and it appearing that there is no necessity for further proceedings herein,

NOW, THEREFORE, IT IS ORDERED BY THE COURT that this Cause be dismissed with prejudice, at the cost of defendants.

Royce H. Savage

Royce H. Savage, District Judge

Ch. R. Dickinson
atty for Plaintiffs
E. J. Overmyer
atty for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4258

One 1954 Ford, Motor No. D4DG202198,
its tools and appurtenances, one 1954
Mercury, Motor No. 54WA54959M, its
tools and appurtenances, and 68.80
wine gallons of assorted taxpaid
liquors,

Respondents,

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

Claimants.

FILED

APR - 3 1958

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

J U D G M E N T

Pursuant to findings of fact and conclusions of law, filed on April 3, 1958, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that forfeiture of the respondent 1954 Mercury, Motor No. 54WA54959M, its tools and appurtenances is denied, and upon payment of the costs of seizure and storage of the respondent vehicle, the U. S. Marshal for the Northern District of Oklahoma shall deliver it to Eva Mae Clanton, or her authorized representative.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the respondent 68.80 wine gallons of assorted taxpaid liquors, described in the libel herein, be and are hereby forfeited to the United States of America, and the U. S. Marshal for the Northern District of Oklahoma shall deliver the respondent liquors to the custody of the Regional Commissioner, Treasury Department, Internal Revenue Service, Dallas, Texas.



United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Jim Fogua

Defendant.

Civil No. 4411

FILED

APR - 4 1958

JUDGMENT

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

On this 4th day of April, 1958, the above-entitled

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

The Court further finds that all the allegations of plaintiff's complaint are true; and finds that the plaintiff is entitled to judgment in accordance with allegations of said complaint.

The Court further finds that there was purchased for Helen I. Whitebird, unallotted Quapaw Indian, the following described land which is restricted:

N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 11, T 27 N, R 22 E,
containing 80 acres, more or less.

That a farming and grazing lease was entered into on the 28th day of January, 1957, by and between Helen I. Whitebird, lessor, and J. E. McGuirk, covering the above-described lands, being Lease No. 1146 of the Quapaw Area Field Office, approved by the Area Director on March 1, 1957, a copy of which lease was made a part of the Complaint herein.

The defendant, Jim Pogue, has been wrongfully in possession of the aforesaid described property from January 1, 1957, to the present date, and has failed, neglected, and refused to pay any rental for the use and occupancy of this property. The fair and reasonable rental for such use and occupancy as to the land is \$300 per year.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the plaintiff have judgment against the defendant, Jim Pogue, in the sum of \$300, with interest at six per cent (6%) per annum from the date hereof until paid, and for the costs of this action.

15 Royce H. George
United States District Judge

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

MOSES TAYLOR,

Plaintiff,)

vs.)

No. 4363)

W. L. FOSTER, d/b/a
FOSTER CONSTRUCTION
COMPANY,

Defendant.)

FILED

APR - 7 1958

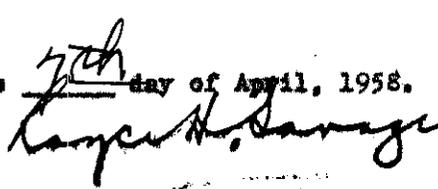
NOBLE C. HOOD
Clerk, U. S. District Court

J U D G M E N T

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

1. The ~~Plaintiff~~ ^{Plaintiff} shall take nothing upon his complaint for overtime compensation, liquidated damages and attorney's fees against the Defendant.
2. Plaintiff's complaint, and each and every claim or cause of action contained therein, is dismissed upon the merits.
3. The Defendant shall have and recover his costs against the Plaintiff.

DATED at Tulsa, Oklahoma this 7th day of April, 1958.


United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Lura Cuenca Walters,

Defendant.

Civil No. 4421

FILED

APR 10 1958

J U D G M E N T

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

On this 10 day of April 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 defendant appearing not, and the Court having heard the evidence of plaintiff and having examined the file, finds that 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. On May 18, 1953, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendant did execute a written promissory note in the sum of \$578.35 to Acme Fence & Iron Company; that defendant 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 \$305.39, principal, with interest thereon at the rate of six per cent (6%) per annum from December 1, 1953.

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

The Court further finds that the note was given for the purpose of paying for permanent improvements on property located at 7148 East Jasper, Tulsa, Oklahoma, and by reason thereof, plaintiff is entitled to levy execution upon the premises for the collection of the judgment.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, Lura Cuenca Walters, for the sum of \$305.39, with interest thereon at the rate of six per cent (6%) per annum from December 1, 1953, and for its costs; and for further judgment directing the levying of execution upon the above-described premises.

15/ Royce H. Savage
United States District Judge

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

TAW DRILLING, INC.,)
a Corporation,)
Plaintiff,)
)
-vs-)
)
NAW DRILLING COMPANY,)
INC., a Corporation,)
Defendant.)

No. 4380 Civil

FILED

APR 1 1 1958

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

JOURNAL ENTRY OF JUDGMENT

And now, on this 11th day of April, 1958, this cause, having been regularly set for disposition, comes on to be heard in its regular order, plaintiff appearing by its attorneys, Dyer, Powers & Gotcher, and the defendant, although called three times in open Court, came not but made default.

The Court finds that the defendant has been duly served with the complaint and summons herein personally; as appears from the U. S. Marshal's return of service of said summons; that the time which the defendant may plead to the complaint or otherwise defend herein has expired; that said defendant has not pleaded herein and that the time for the defendant to plead has not been extended, and is in default.

IT IS THEREFORE ORDERED that said defendant Naw Drilling Company, Inc., is hereby adjudged to be in default and that the allegations of the plaintiff's complaint be taken as true and confessed as against said defendant.

Thereupon, the Court being fully advised in the premises, and on consideration thereof, finds that all of the allegations

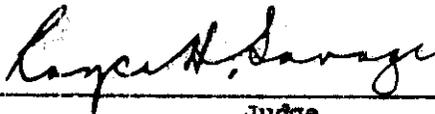
of plaintiff's petition are true as therein set forth; that plaintiff is a Kansas corporation with its principal office at Wichita, Sedgwick County, in said State; that the defendant is an Oklahoma corporation and with its principal office and place of business at Vinita, Craig County, Oklahoma; that the matter in controversy exceeds, exclusive of interests and costs, \$3,000.00.

That the plaintiff, at the request of the defendant and for the sum of \$1,680.23, performed services for said defendant and sold and delivered to the defendant certain goods and property as evidenced by Exhibit A attached to the complaint; that the defendant, acting by and through George T. Norris, its duly authorized agent, wrongfully and to the damage of the plaintiff, altered and changed the terms of a certain oil and gas lease by extending and changing the time required to drill thereunder, said lease covering:

The South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-One (21), Township Twenty-Six (26) North, Range Twenty (20) East, in Craig County, Okla.,

said acts having been done by the defendant, acting through and by its agent above named, on or about the 4th day of August, 1956; that as a result thereof, plaintiff was damaged in the sum of \$5,000.00.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff be awarded a judgment against the defendant in the sum of \$6,680.23, with interest at six percent (6%) from the date of judgment, and for its costs herein expended.



Judge.

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

L. E. GENTRY,

Plaintiff,

vs.

GEORGE W. KAPOLIS,

Defendant.

No. 4352 - Civil

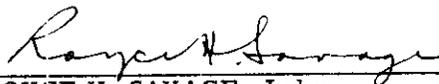
FILED

APR 11 1958

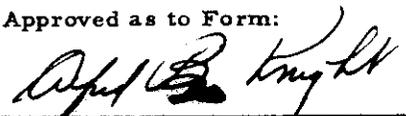
JOURNAL ENTRY OF JUDGMENT NOBLE C. HOOD
Clerk, U.S. District Court

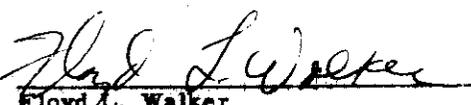
Now on this 31st day of March, 1958, the Court makes its findings of fact and conclusions of law and directs that the findings of fact and conclusions of law be filed with this court and become a part of this cause, and renders judgment in this case in favor of the plaintiff and against the defendant in the sum of \$9,175.00.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff have judgment against the defendant in the sum of \$9,175.00 together with his costs in this action, for all of which let execution issue.


ROYCE H. SAVAGE, Judge

Approved as to Form:


Alfred B. Knight
Attorney for the Defendant


Floyd L. Walker
Attorney for the Plaintiff

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED
IN OPEN COURT

APR 11 1958

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 Wm. Stansbery and Allena Stansbery,)
)
 Defendants.)

NOBLE C. HOOD
Clerk, U. S. District Court
Civil No. 4373

J U D G M E N T

On this 11th day of April 1958, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant United States Attorney for the Northern District of Oklahoma, and the 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. On August 15, 1942, for a valuable consideration and in accordance with provisions of the Federal Housing Administration Act, defendants executed a written promissory note in the sum of \$1,897.17 to Antrim Lumber Company; that defendants defaulted in the payments on the note, and in accordance with the 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 \$230.80, principal, plus interest in the amount of \$716.86 to October 30, 1957, plus interest at the rate of six per cent (6%) per annum on the principal sum of \$230.80 from October 31, 1957, until paid.

The Court further finds that plaintiff has filed herein an affidavit stating that the defendants are not in the military or naval service, 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, Wm. Stansbery and Allena Stansbery, in the sum of ~~\$1,897.17~~ \$230.80, principal, plus interest in the amount of \$716.86 to and including October 30, 1957, plus interest at the rate of six per cent (6%) per annum on the principal sum of \$230.80 from October 31, 1957, until paid, and for its costs.

Dated this 11th day of April 1958.

ROYCE H. SAVAGE
United States District Judge

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

Allstate Insurance Company,
a corporation,

Plaintiff,

vs.

No. 4422 Civil

Dwayne Sullivan, Otto Furlong,
Rosa Furlong, Donald R. Newlum,
Ann Lindsey, administratrix of
the estate of Mary Lindsey, Deceased,
James Lindsey, Cecil Lloyd Wells,
Ann Edith Bosarth, mother of Cecil
Lloyd Wells, Jerry Holloway, T. E.
Holloway, Vicki Lynn Wadley, Alice
Wadley, Virginia Martin, Woodrow W.
Martin, Barbara Sue Evans, Kenneth
Evans and Inez May Evans,

Defendants.

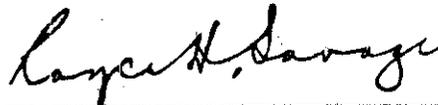
FILED
IN OPEN COURT

APR 11 1958

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

ORDER OF DISMISSAL

It appearing to the court upon the statement of counsel
for the plaintiff that no justiciable controversy now exists between the
plaintiff and the defendants, or any of them, the said cause is hereby dis-
missed this 11th day of April, 1958.



United States District Judge

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

PAUL R. PRENTICE, G. GENE)
ANTHONY, R. E. BORELL,)
CLIFFORD J. COX, GARFIELD)
GARLAND, DEWEY GUNZELMAN,)
JR., HUGH H. McNUTT, H. L.)
JONES, KENNETH E. JONES, FRANK)
LAUGHLIN, N. P. LAUGHLIN, and)
ARTHUR M. MULLIN,)

Plaintiffs,)

vs.)

No. 4361)

CRAWFORD PRODUCTION COMPANY,)
PHIL B. DRANE, N. E. McNEILL,)
JR., JESSA COONROD, JUANITA)
COONROD HINTON, CORNELIA)
COONROD HOLMES, and J. R.)
WRIGHT,)

Defendants.)

FILED

APR 16 1958

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

ORDER

THIS CAUSE came on to be heard this 16 day of April,
1958, on plaintiffs' Motion for Voluntary Dismissal of this action, and it
appearing that defendants have not pled any counter-claim against the plaintiffs
and that the defendants will not be prejudiced or inconvenienced by such
dismissal,

IT IS, THEREFORE, ORDERED, that the action be and is
hereby dismissed without prejudice, with costs to the plaintiffs.

[Signature]
Judge of the United States District Court
for the Northern District of Oklahoma.

APPROVED:

[Signature]
Burt, Seigel & Franklin, Attorneys
for Plaintiffs

[Signature]
A. M. Widdows, Attorney for Defendants

[Signature] [Signature]
Green & Feldman and Wm. S. Hall
Attorneys for Defendants

[Signature]
Herace D. Bellaine, Attorney for Defendants

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

T. W. Humphrey,

Plaintiff,

vs.

J. H. Bench; and J. H. Bench,
doing business as Osage Trucking
Company, and as Osage Trading
Post, and as Osage Trading
Company, and as Osceola Trading
Company; John David Daniels, Jr.;
Deep Rock Oil Corporation, a
corporation; and Crescent
Corporation, a corporation,

Defendants.

No. 3933-Civil

FILED
IN OPEN COURT

APR 17 1958

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

JOURNAL ENTRY OF ORDER OVERRULING
PLAINTIFF'S MOTION FOR NEW TRIAL
AS TO DEFENDANTS DEEP ROCK OIL
CORPORATION, A CORPORATION, AND
CRESCENT CORPORATION, A CORPORATION

NOW, on this 17th day of April, 1958, there comes on regularly for hearing before the Court the Motion of Plaintiff T. W. Humphrey for New Trial as to defendants Deep Rock Oil Corporation, a corporation and Crescent Corporation, a corporation, said Motion For New Trial having been duly and timely filed within the time and manner as provided by the Federal Rules of Civil Procedure. Plaintiff, T. W. Humphrey, is represented by his counsel of record E. H. Carey. The defendants Deep Rock Oil Corporation (now Crescent), a corporation, and Crescent Corporation, a corporation, and each of them, are represented by their counsel of record, Robert D. Hudson of the law firm of Hudson, Hudson, Wheaton & Kyle. Upon hearing, presentation and consideration thereof, and after having examined pertinent records on file, and being otherwise fully and completely advised in the premises, the Court is of opinion, and therefore finds, that said Motion For New Trial should be in all respects overruled and denied.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the Motion For New Trial of plaintiff, T. W. Humphrey as to the defendants Deep Rock Oil Corporation, a corporation (now Crescent Corporation), and Crescent Corporation, a corporation, should be and same is hereby overruled and denied in all respects on this 17th day of April, 1958.

The time within which, under the Federal Rules of Civil Procedure, the plaintiff T. W. Humphrey may give notice of appeal, and in which appeal may be taken, shall commence to run as of the date of this order overruling and denying plaintiff's Motion For New Trial, to wit, April 17, 1958.


United States District Judge

APPROVED AS TO FORM:

(Sgd.) B. H. Carey
B. H. Carey

Counsel for Plaintiff,
T. W. Humphrey

(Sgd.) Robert D. Hudson
Robert D. Hudson
Counsel for Defendants Deep
Rock Oil Corporation (now Crescent)
a corporation, and Crescent Corporation,
a corporation

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

Richard E. Smith,
Plaintiff,

vs.

J. H. Bench; and J. H. Bench,
doing business as Osage Trucking
Company, and as Osage Trading
Post, and as Osage Trading
Company, and as Osceola Trading
Company; John David Daniels, Jr.;
Deep Rock Oil Corporation, a
corporation; and Crescent
Corporation, a corporation,

Defendants.

No. 3934-Civil

FILED
IN OPEN COURT

APR 17 1958

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

JOURNAL ENTRY OF ORDER OVERRULING
PLAINTIFF'S MOTION FOR NEW TRIAL
AS TO DEFENDANTS DEEP ROCK OIL
CORPORATION, A CORPORATION, AND
CRESCENT CORPORATION, A CORPORATION

NOW, on this 17th day of April, 1958, there comes on regularly for hearing before the Court the Motion of Plaintiff Richard E. Smith for New Trial as to defendants Deep Rock Oil Corporation, a corporation and Crescent Corporation, a corporation, said Motion For New Trial having been duly and timely filed within the time and manner as provided by the Federal Rules of Civil Procedure. Plaintiff, Richard E. Smith, is represented by his counsel of record B. H. Carey. The defendants Deep Rock Oil Corporation (now Crescent), a corporation, and Crescent Corporation, a corporation, and each of them, are represented by their counsel of record, Robert D. Hudson of the law firm of Hudson, Hudson, Wheaton & Kyle. Upon hearing, presentation and consideration thereof, and after ~~reading~~ examining pertinent records on file, and being otherwise fully and completely advised in the premises, the Court is of opinion, and therefore finds, that said Motion For New Trial

should be in all respects overruled and denied.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the Motion For New Trial of plaintiff, Richard E. Smith as to the defendants Deep Rock Oil Corporation, a corporation (now Crescent Corporation), and Crescent Corporation, a corporation, should be and same is hereby overruled and denied in all respects on this 17th day of April, 1958.

The time within which, under the Federal Rules of Civil Procedure, the plaintiff, Richard E. Smith may give notice of appeal, and in which appeal may be taken, shall commence to run as of the date of this order overruling and denying plaintiff's Motion For New Trial, to wit, April 17, 1958.


United States District Judge

APPROVED AS TO FORM:

(Sgd.) B. H. Carey
B. H. Carey

Counsel for Plaintiff,
Richard E. Smith

(Sgd.) Robert D. Hudson
Robert D. Hudson

Counsel for Defendants Deep
Rock Oil Corporation (now Crescent)
a corporation, and Crescent Corporation,
a corporation

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

Don Martin Kelsey,
Plaintiff,

vs.

J. H. Bench; and J. H. Bench
doing business as Osage Trucking
Company, and as Osage Trading
Post, and as Osage Trading
Company, and as Osceola Trading
Company; John David Daniels, Jr.;
Deep Rock Oil Corporation, a
corporation; and Crescent
Corporation, a corporation,

Defendants.

No. 3935-Civil

FILED
IN OPEN COURT

APR 17 1958

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

JOURNAL ENTRY OF ORDER OVERRULING
PLAINTIFFS' MOTION FOR NEW TRIAL
AS TO DEFENDANTS DEEP ROCK OIL
CORPORATION, A CORPORATION, AND
CRESCENT CORPORATION, A CORPORATION

NOW, on this 17th day of April, 1958, there comes on regularly for hearing before the Court the Motion of Plaintiff Don Martin Kelsey for New Trial as to defendants Deep Rock Oil Corporation, a corporation and Crescent Corporation, a corporation, said Motion For New Trial having been duly and timely filed within the time and manner as provided by the Federal Rules of Civil Procedure. Plaintiff, Don Martin Kelsey, is represented by his counsel of record B. H. Carey. The defendants Deep Rock Oil Corporation (now Crescent), a corporation, and Crescent Corporation, a corporation, and each of them, are represented by their counsel of record, Robert D. Hudson of the law firm of Hudson, Hudson, Wheaton & Kyle. Upon hearing, presentation and consideration thereof, and after having examined pertinent records on file, and being otherwise fully and completely advised in the premises, the Court is of opinion, and therefore finds, that said Motion For New Trial

should be in all respects overruled and denied.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the Motion For New Trial of plaintiff, Don Martin Kelsey as to the defendants Deep Rock Oil Corporation, a corporation (now Crescent Corporation), and Crescent Corporation, a corporation, should be and same is hereby overruled and denied in all respects on this 17th day of April, 1958.

The time within which, under the Federal Rules of Civil Procedure, the plaintiff Don Martin Kelsey may give notice of appeal, and in which appeal may be taken, shall commence to run as of the date of this order overruling and denying plaintiff's Motion For New Trial, to wit, April 17, 1958.

W. B. Wallace
United States District Judge

APPROVED AS TO FORM:

(Sgd.) B. H. Carey
B. H. Carey

Counsel for Plaintiff,
Don Martin Kelsey

(Sgd.) Robert D. Hudson
Robert D. Hudson

Counsel for Defendants Deep
Rock Oil Corporation (now Crescent)
a corporation, and Crescent Corporation,
a corporation

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

GLANN C. PACRIS,)
)
 Plaintiff,)
)
 vs)
)
 C. V. SPURNER AND)
 ILL. VEE SPURNER,)
)
 Defendants,)
)
 R. J. SMITH, Third Party)
 Defendant.)

No. 4104 Civil

FILED

APR 17 1958

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

JOURNAL ENTRY

On the 6th day of March, 1958, this Cause came on for hearing, the parties appearing by their attorneys of record and each announced ready for trial, whereupon a jury of twelve good and lawful men and women were duly empaneled and sworn to try said cause and a true verdict render according to law and the evidence.

Each of the parties introduced their evidence and rested, and after argument of counsel and instructions of the Court, the jury retired to consider its verdict. Thereafter on the 10th day of March, 1958, said jury returned its verdict in open Court in the following words and figures: .

"Be the jury duly empaneled and sworn in the above entitled cause, do upon our oaths find the issues for the defendant."

IT IS THE ORDER OF THE COURT, SO ADJUDGED AND DECREED that plaintiff take nothing as against the defendants, C. V. SPURNER and ILL. VEE SPURNER, and note sued on is hereby cancelled, and that certain mortgage securing the same, given in favor of R. J. SMITH, and assigned to the plaintiff, dated January 31, 1949, and recorded in Book 1963 at page 110 in the office of County Clerk of Tulsa County, Oklahoma and covering

All of Block 3, Magic City Addition to the City of Tulsa, Oklahoma,

be, and the same is hereby cancelled, set aside and held for naught.

IT IS FURTHER ORDERED that plaintiff pay the costs
of this action.

W. B. Wallace
District Judge

APPROVED AS TO FORM:

For Plaintiff and Third Party
Defendant

W. Marvin T. Johnson
For Defendants, C. T. ROBINER and
JEA MAE STEINER

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

EDWIN NULSEY,

Plaintiff,

vs.

P. W. MARSHALL, individually, and
P. W. MARSHALL and LILAH BELLE
MARSHALL, co-partners, doing business
as Mrs. Marshall's Home Made Pies
and Mama Pie Company,
Defendants.

Civil No. 4269

FILED

APR 18 1958

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

JUDGMENT

This action came on for trial before the court and a jury, the Honorable William R. Wallace presiding, and the issues having been duly tried and the jury on March 6, 1958 having rendered a verdict for the plaintiff to recover of the defendants damages in the amount of Nine Thousand, Five Hundred (\$9,500.00) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff recover of the defendant, P. W. Marshall, individually, and P. W. Marshall and Lilah Belle Marshall, co-partners, doing business as Mrs. Marshall's Home Made Pies and Mama Pie Company, the sum of Nine Thousand, Five Hundred (\$9,500.00) Dollars, with interest thereon at the rate of 6% from the date hereof until paid, and its cost of action.

Dated at Tulsa, Oklahoma, this 6th day of March, 1958.

NOBLE C. HOOD
NOBLE C. HOOD, CLERK

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

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

Plaintiff

vs.

J. F. DARBY OIL COMPANY,
a corporation,

Defendant.

Civil Action
No. 4372

FILED

APR 25 1958

JUDGMENT FOR DEFENDANT

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

This cause came on regularly to be heard before the court on the 1st day of April, 1958, a jury having been waived, Harry Campbell, Jr., appearing as counsel for plaintiff and C. A. Kothe and T. E. Waibel appearing as counsel for defendant, and testimony having been offered, and the court having filed its findings of fact, conclusions of law and order for judgment herein, now pursuant to said order for judgment.

IT IS ORDERED, DETERMINED AND ADJUDGED AS FOLLOWS:

I

That plaintiff was an employee of defendant in the position of oil field pumper and as such was engaged in an occupation necessary to the production of goods in commerce and his duties brought him within the purview of the Fair Labor Standards Act.

II

That plaintiff failed to establish by credible evidence that his personal records were accurate; that the records of the company kept in the regular course of its business were reliable; that upon a review of the entire record and an observation of the demeanor of all witnesses and an examination of all of the testimony it was established by a preponderance of the credible evidence that Billie B. Fitzgerald did not in fact at any time work more than 40 hours in any work week without having been compensated

therefor in accordance with the Fair Labor Standards Act, and was not at any time paid less than the minimum established by the Fair Labor Standards Act during the period of time alleged.

III

That the alleged violations, two years prior to the filing of this action have been barred by the applicable statute of limitations.

IV

That plaintiff's complaint be and the same hereby is dismissed on the merits and judgment is entered for defendant.

DATED this 25 day of April, 1958.

ROYCE H. SAVAGE

United States District Judge

APPROVED: *as to form*

(S) Harry Campbell Jr.
Attorneys for Plaintiff

APPROVED:

(S) O. K. K. K.
Koche & Hall
Attorneys for Defendant

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

UNITED STATES OF AMERICA, for the
use of D-X SUNRAY OIL COMPANY, a
corporation,

Plaintiff

vs

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

Defendants

WILMOTH CONSTRUCTION COMPANY,
INC., a corporation,

Intervenor

NO. 4381 CIVIL

FILED

APR 25 1958

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

JUDGMENT

This cause having come on for trial on this 26th
day of February, 1958, pursuant to regular setting and assignment, and the
court having made its findings of fact and conclusions of law:

IT IS THEREFORE ORDERED, ADJUDGED
AND DECREED BY THIS COURT that the use plaintiff in intervention Wilmoth
Construction Company, Inc., do have and recover of and from the defendant
Oscar M. Drake and The Standard Insurance Company, a corporation, and
each of them, jointly and severally, the sum of One Thousand Four Hundred
Eight and 70/100 Dollars (\$1,408.70), with interest thereon at the rate of six
(6) per cent per annum from the 3rd day of August, 1957, until paid, and its
costs in this action, for all of which let execution issue.

IT IS FURTHER ORDERED, ADJUDGED AND
DECREED BY THIS COURT that the defendant The Standard Insurance Company,
a corporation, do have and recover of and from the defendant Oscar M. Drake
the sum of One Thousand Seven Hundred, Eight and 70/100 Dollars (\$1,708.70),
with interest thereon at the rate of six (6) per cent per annum from the 3rd day

of August, 1957, until paid and for its costs in this action, for all of which
let execution issue.

Dated this 25 day of April, 1958.

ROYCE H. SAVAGE

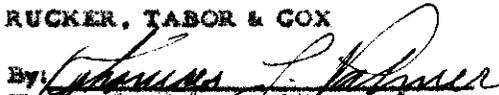
**Judge of the United States District Court for
the Northern District of Oklahoma**

APPROVED:



**Philip K. Blough, Attorney for
Intervenor Wilmoth Construction
Company, Inc., a corporation**

RUCKER, TABOR & COX



**Thomas L. Palmer, Attorney for
Oscar M. Drake and The Standard
Insurance Company, a corporation.**

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

JAMES BRAGGS

VS

Plaintiff

BETHLEHEM SUPPLY COMPANY, A
Corporation

Defendant

NO. 4390 Civil

FILED

APR 25 1958

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

J U D G M E N T

NOW, on this 22nd day of April, 1958, the Court having
made Findings of Fact and Conclusions of Law which have been filed
herein;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court,
that plaintiff take nothing by reason of any allegations in plaintiff's
Petition contained, and judgment is rendered herein for the defendant
and for its costs herein expended.

DATED this 25 day of April, 1958.

Royce W. Savage
United States District Judge

APPROVED AS TO FORM:

/s/ Richard Dillon
Attorney for Plaintiff

/s/ E. J. Doornick
Attorney for Defendant

IEU:lg
4/17/58

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

MAREA DOUGLAS SCRIVEN,

Plaintiff

vs.

SIDNEY COGSWELL PARROTT, also
known as SIDNEY ELIZABETH PARROTT,
and MAURICE E. PARROTT, husband
and wife, and MAURICE E. PARROTT,
Executor of the Estate of George
B. Cogswell, deceased,

Defendants

Civil No. 4403

FILED

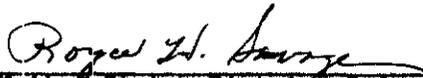
APR 25 1958

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

ORDER DISMISSING ACTION WITH PREJUDICE

Now on this 25 day of April, 1958, there having
been presented to the undersigned United States District Judge,
the motion filed herein by the parties seeking an order
dismissing the above entitled action with prejudice and the
Court having considered the same and being well and fully advised
in the premises finds that said order should issue.

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


United States District Judge

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

JAMES W. HAMMOND,

Plaintiff

vs

TRANSPORTATION INSURANCE
COMPANY, a corporation

Defendant

NO. 4424 CIVIL

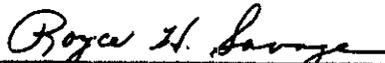
FILED

APR 25 1958

ORDER OF DISMISSAL

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

For good cause shown it is hereby ORDERED,
ADJUDGED AND DECREED by the court that the above cause should be, and
is hereby dismissed with prejudice to the bringing of any future action, and
that the costs of the above captioned cause in the District Court of Tulsa County,
before removal in Cause No. 49500, be, and are hereby assessed to the
defendant.

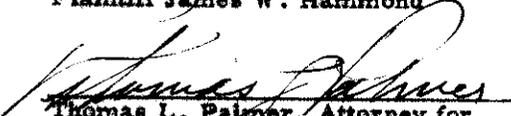


Judge of the United States District Court
for the Northern District of Oklahoma

APPROVED:



George E. Brewer, Attorney for
Plaintiff James W. Hammond



Thomas L. Palmer, Attorney for
Defendant Transportation Insurance
Company, a corporation

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

LONZO COOPER,

Plaintiff,

vs.

WOODS CONSTRUCTION COMPANY,
INC., a corporation,

Defendant.

No. 4362

FILED

APR 28 1958

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

D E C R E E

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

The costs are taxed against the plaintiff.

DATED this 25th day of April, 1958.

ROYCE H. SAVAGE
U. S. DISTRICT JUDGE

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

JAKE OSBORNE,

Plaintiff,

vs.

WOODS CONSTRUCTION COMPANY,
INC., a corporation,

Defendant.

No. 4369

FILED

APR 28 1958

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

DECREE

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

The costs are taxed against the plaintiff.

DATED this 25th day of April, 1958.

ROYCE H. SAVAGE
U. S. DISTRICT JUDGE

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

ARCH V. SHADDAY,

Plaintiff,

vs.

KATHRYN K. WILKINSON,

Defendant.

No. 4384-Civil

FILED

APR 28 1958

MOTION TO DISMISS WITH PREJUDICE NOBLE C. HOOD
Clerk, U. S. District Court

Comes now the plaintiff, Arch V. Shadday, and moves the court to dismiss the above entitled cause with prejudice, for the reason that all controversies between the parties have been compromised and settled to the full satisfaction of the parties.

WHEREFORE, plaintiff prays that an order of the court be issued dismissing the above entitled cause of action with prejudice to the rights of the plaintiff.

Arch V. Shadday
Plaintiff

James M. Lee
Attorney for Plaintiff

ORDER DISMISSING ACTION WITH PREJUDICE

And now on this 28 day of April, 1958, there came on for hearing the plaintiff's motion to dismiss with prejudice the above entitled cause, on the ground that all controversies have been settled between the parties.

WHEREFORE, the court having found that all controversies between the parties have been compromised and settled, it is therefore ordered, adjudged and decreed that the above entitled cause be dismissed with prejudice to the rights of the plaintiff to bring a future action.

Royce H. Savage
District Judge

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

SELVIN MURDOCK,

Plaintiff,

vs.

WOODS CONSTRUCTION COMPANY,
INC., a corporation,

Defendant.

No. 4404

FILED

APR 28 1958

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

DECREE

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

The costs are taxed against the plaintiff.

DATED this 25th day of April, 1958.

ROYCE H. SAVAGE
U. S. DISTRICT JUDGE

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

MACK HANNAH,

Plaintiff,

vs.

WOODE CONSTRUCTION COMPANY,
INC.,

Defendant.

No. 4405

FILED

APR 28 1958

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

D E C R E E

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

The costs are taxed against the plaintiff.

DATED this 25th day of April, 1958.

ROYCE H. SAVAGE
U. S. DISTRICT JUDGE

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

United States Fidelity & Guaranty
Company, a Corporation,

Plaintiff,

vs.

Harold Lorne Cherot, Orville Lester
Carter and Central Surety & Insurance
Corporation,

Defendants.

No. 4385 Civil

FILED

APR 29 1958

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

JUDGMENT

Now on this the 15th day of April, 1958, this cause comes on for trial. The parties appeared by their respective counsel of record, and 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 the case.

In accordance with the findings of fact and conclusions of law entered by the court, the court concludes that United States Fidelity & Guaranty Company and Central Surety & Insurance Corporation should have judgment declaring that they have no obligation under their respective policies herein involved to defend the defendant Orville Lester Carter in Cause No. 4388 pending in this court, and have no obligation to pay any judgment that might be rendered in said cause and that said parties should further have judgment declaring that they have no obligation under the respective policies to defend any other suits brought by any other person on account of the accident of October 13, 1957, or to pay any judgment rendered in favor of any such person

against the defendant Carter.

IT IS THEREFORE DECREED AND DECLARED that plaintiff, United States Fidelity & Guaranty Company, a Corporation, has no obligation under its policy of insurance involved herein to defend Orville Lester Carter in the suit above named or to pay any judgment rendered against Carter in said action, and,

IT IS FURTHER DECREED AND DECLARED that the defendant Central Surety & Insurance Corporation has no such obligation to the defendant Orville Lester Carter, and,

IT IS FURTHER DECREED AND DECLARED that neither United States Fidelity & Guaranty Company, a Corporation, nor Central Surety & Insurance Corporation, has any obligation or duty under their respective policies to defend the defendant Orville Lester Carter in any action brought to recover damages against him on account of the accident of October 13, 1957, and has no obligation to pay any judgment rendered against Carter obtained by any person on account of said accident.

15/ Roger H. Savage
U. S. District Judge

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

W. O. DIXON, d/b/a PERRAULT EQUIPMENT
COMPANY,

Plaintiff,

vs.

TED PRICE CONSTRUCTION COMPANY, a cor-
poration,

Defendant.

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::
::
::
::
No. 4431

FILED

APR 20 1958

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

JOURNAL ENTRY OF JUDGMENT

Now on this 11th day of April, 1958, this cause having been re-
gularly assigned for disposition comes on to be heard in its regular order.
Plaintiff appears by his attorney, Robert L. Wheeler, and the defendant, comes
not but makes default.

Whereupon, the Court proceeds to examine the verified petition
of the plaintiff and finds that the Court has jurisdiction of the parties and that
service of summons has been duly had on the defendant as required by law, and
that the defendant has not answered or otherwise pleaded to said petition as
required by law and is in default, and that plaintiff is entitled to judgment.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED
that the defendant, Ted Price Construction Company, a corporation, is here-
by adjudged to be in default and that the allegations of plaintiff's petition are
taken as true and confessed as against said defendant.

Thereupon, the Court having examined said verified petition and
being fully advised in the premises, finds that the allegations of plaintiff's
petition are true as therein set forth, and that plaintiff is entitled to judgment
against the defendant in the amount of \$9,762.64.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED
that plaintiff have and recover judgment against the defendant in the sum of
\$9,762.64, plus interest from this date at 6% per annum until paid, together
with the costs of this action.

1st Royce H. Savage
JUDGE

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

VERA MITCHELL, et al.,

Plaintiff,

vs.

GRAND RIVER DAM AUTHORITY,
a public corporation,

Defendant.

Civil No. 4456

FILED

APR 30 1958

ORDER REMANDING

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

The motion of plaintiff to remand this suit to the District Court of Mayes County, Oklahoma, coming on for hearing on the 18th day of April, 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 Mayes County, Oklahoma, be and it is hereby sustained, and the cause is hereby remanded to the District Court of Mayes County, Oklahoma, for further proceedings.

Dated at Tulsa, Oklahoma this 30th day of April,
1958.

Ray A. Savage
Judge

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

MID-CENTRAL TOWING COMPANY,
Plaintiff,
vs.
NATIONAL BANK OF TULSA,
Defendant,
vs.
D-X SUNRAY OIL COMPANY, a
corporation,
Interpleaded Defendant.

Civil No. 4463

FILED

APR 30 1958

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

ORDER REMANDING

The motion of plaintiff to remand this suit to the Court of Common Pleas within and for Tulsa County, Oklahoma, coming on for hearing on the 18th day of April, 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 remanded.

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

Dated at Tulsa, Oklahoma this 30th day of April,
1958.

W. Royce H. Savage
Judge

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

FILED

APR 30 1958

GLADYS HUNT,

Plaintiff,

vs.

LOFFLAND BROTHERS COMPANY, a
corporation, and HAROLD HALL,
an individual,

Defendants.)

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

Civil No. 4201

J U D G M E N T

This action came on for trial April 14, 1958 before the court, the Honorable Royce H. Savage, presiding, and the court on April 21, 1958 having ordered that judgment be entered for the plaintiff to recover of both the defendants damages in the amount of Twenty-eight Hundred (\$2800.00) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff recover of the defendants, Loffland Brothers Company, a corporation, and Harold Hall, an individual, damages in the amount of Twenty-eight Hundred (\$2800.00) Dollars, and her costs of action.

Dated at Tulsa, Oklahoma this 30th day of April, 1958.

NOBLE C. HOOD, CLERK

By Margie Garrison
Deputy

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

No. 353-1958

FILED

APR 29 1958

NOBLE C. HOOD

Clk. U.S. District Court

ORDER DENYING MOTION FOR NEW TRIAL

The motion for New Trial filed herein by defendant,
American Rail Road Company having come to the attention
of the court that such motion should be and
is hereby denied.
Dated this April 18, 1958.


United States District Judge

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

CAROLINE G. WALKER and CLARENCE E.
WALKER, JR., co-partners d/b/a
FLORAL SERVICE,

Plaintiffs,

-vs-

HARRY GOLDBERGER, d/b/a TRI-STATE
FLOWER SERVICE, NORMAN V. JONES and
TED SMART,

Defendants.

Civil No. 3870

FILED

MAY - 1 1958

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

JOURNAL ENTRY OF JUDGMENT

This cause came on for trial in its regular order on this first day of April, 1958, at which time the plaintiffs appeared by their attorney, David Milton, and the defendant Harry Goldberger appeared in person and by his attorney, James B. Coppage, and the defendant Ted Smart appeared in person and by his attorney, Raymond Feldman, and the defendant Norman V. Jones appeared in person and by his attorney, David H. Sanders. Findings of fact and conclusions of law having heretofore been made and entered by the Court, the Court finds that judgment should be entered in favor of the plaintiff and against the defendant Harry Goldberger only for the sum of \$9,234.97. The Court further finds that the claims of the plaintiff as against the defendants Norman V. Jones and Ted Smart should be denied. The Court further finds that the claims of the defendant Harry Goldberger on his cross-claim against the defendants Norman V. Jones and Ted Smart should be denied. The Court further finds that the defendant Norman V. Jones is entitled to have and recover a judgment of and from the defendant Harry Goldberger only on his cross-claim for the sum of \$2,500.00.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECIDED by the Court that the plaintiffs, Caroline G. Walker and Clarence E. Walker, Jr., co-partners d/b/a Floral Service, have and recover judgment of and from the defendant Harry Goldberger for the sum of \$9,234.97.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant Norman V. Jones have and recover a judgment of and from the Defendant, Harry Goldberger on his cross-claim for the sum of \$2,500.00.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the cross-claim of the Defendant Norman V. Jones against the Defendant Ted Smart for the sum of \$2500.00 be denied.

Done in open court the day and year above written.

15/ Royal H. Savage
Judge of the United States District
Court for the Northern District of
Oklahoma

Approved:

Milsten, Milsten & Morehead

By: Jacob L. Morehead
Attorneys for Plaintiff

James B. Coppedge
James B. Coppedge, Attorney for
Defendant, Harry Goldberger

Green & Feldman

By: Raymond L. Feldman
Attorneys for Defendant
Ted Smart

Sanders & McElroy

By: Samuel H. Sanders
Attorneys for Defendant
Norman V. Jones

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

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

Plaintiff,

-vs-

OSCAR DRAKE AND THE STANDARD INSURANCE COMPANY, a corporation,

Defendants.

No. 4381

FILED
MAY - 2 1958

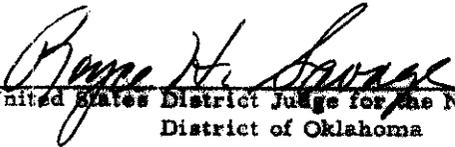
NOBLE C. HOOD
Clerk, U.S. District Court

J U D G M E N T

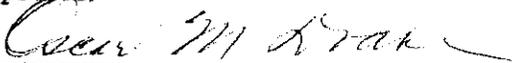
This case having come on for hearing on the 2nd day of May, 1958, pursuant to regular setting and assignment and the Court having made its finding of fact and conclusions of law:

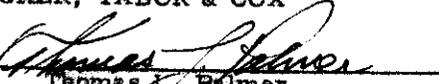
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THIS COURT that the defendant, The Standard Insurance Company, a corporation, do have and recover of and from the defendant, Oscar M. Drake, the sum of \$157.60, the amount due to Clyde L. McPherson and J. Clay McPherson, d/b/a McPherson Brothers Transports, and assigned to the defendant and cross-complainant, The Standard Insurance Company on said claim together with interest thereon at the rate of 6% per annum from the 3rd day of January, 1958 together with the costs of this action, for all of which let execution issue.

Dated this 2 day of May, 1958.


United States District Judge for the Northern District of Oklahoma

Approved:


Oscar M. Drake, d/b/a Drake Construction Company

RUCKER, TABOR & COX
By 
Thomas L. Palmer
Attorney for Defendant and Cross-Complainant, The Standard Insurance Company

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

JULIAN C. GLOPSON, Guardian of the
person and estate of JO ANN BROYLES,
a minor,

Plaintiff,

vs.

WELDON WILLIAMSON,

Defendant.

4457 CIVIL

FILED

MAY - 2 1958

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

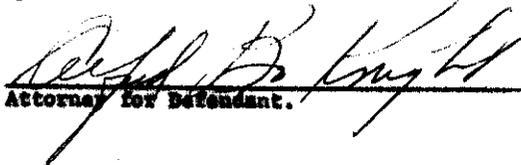
ORDER OF DISMISSAL

NOW on this 30th day of April, 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, Jack B. Sellers, and the defendant was represented by his attorney, Alfred B. Knight. The Court finds that the plaintiff herein has made, executed and delivered to the defendant in full, final and complete settlement a release for any claims which 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.


Judge of the United States District Court.


Attorney for Plaintiff,


Attorney for Defendant.

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

MAY - 6 1958

GLENN C. FARRIS,

Plaintiff

vs.

C. T. STURNER, et al.,

Defendants

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

No. 4104 - C

ORDER OVERRULING MOTION FOR JUDGMENT
NOTWITHSTANDING THE VERDICT, AND MOTION FOR
NEW TRIAL

This cause coming on before me, W. R. Wallace, Judge of said court, on this the 17th day of April, 1958, on motion of the plaintiff for a judgment notwithstanding the verdict, and in the alternative a motion for a new trial, and the plaintiff appearing by his attorneys, Spillers & Spillers, by G. C. Spillers, Sr., and the defendants, C. T. Sturner and Ila Mae Sturner, appearing by their attorney, Marvin T. Johnson, and the court having heard the argument of counsel for the plaintiff and being advised in the premises finds that each of the said motions should be overruled.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the motion of the plaintiff for a judgment notwithstanding the verdict is hereby overruled. IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the motion of the plaintiff for a new trial be and the same is hereby overruled, to each of which ruling of the court plaintiff objects.

W. R. Wallace

Judge

MAY -6 1958

IEU:lg
5/5/58

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

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

CARL V. STANDEFORD,

Plaintiff

vs.

WESTERN HILLS OIL, INC.,

Defendant

No. Civil 4389

ORDER DISMISSING ACTION WITH PREJUDICE

At Tulsa, within the Northern District of Oklahoma,
on this 6th day of May, 1958, there having been presented to the
undersigned District Judge the joint motion of the parties hereto
seeking a dismissal of this action with prejudice and the Court
having considered the same and being fully advised in the
premises finds that the said order should issue herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY
THIS COURT that the plaintiff's action as contained in the
petition on file herein be and the same is hereby dismissed with
prejudice.

Robert H. Savage
United States District Judge

APPROVED:

HOLTZENDORFF & BRAINARD
and JOHN R. CARLE

By *John R. Carle*
Attorneys for Plaintiff

JOHN T. GIBSON and IRVINE E.
UNGERMAN

By *John T. Gibson*
Attorneys for defendant

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

MRS. BETTY J. LONG,

Plaintiff,

vs.

THE FRANKLIN LIFE INSURANCE COMPANY,
A CORPORATION,

Defendant.

No. 4401

FILED

MAY -7 1958

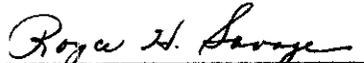
NOBLE C. HOOD
Clerk, U. S. District Court

DISMISSAL

Upon the agreement by counsel for the plaintiff that they did not desire to proceed to trial in the above-entitled cause or to prosecute it further,

IT IS ORDERED, ADJUDGED, AND DECREED by the court that the above-entitled cause be and the same is hereby dismissed, with prejudice, for failure of the plaintiff to prosecute, and the costs in the case are assessed against the plaintiff.

Dated this 28th day of April, 1958.


United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Irene York Gatlin,

Defendant.

Civil No. 4450

FILED

MAY - 9 1958

J U D G M E N T

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

On this 8th day of May 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 defendant appearing not, and the Court having heard the evidence of plaintiff and having examined the file, finds that 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. On October 9, 1952, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendant executed a written promissory note in the sum of \$426.58 to Oklahoma Rusco Company; that defendant 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 \$180.51, plus interest in the amount of \$45.83.

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

The Court further finds that the note was given for the purpose of paying for permanent improvements on property located at 6246 E. Marshall Place, Tulsa, Oklahoma, and by reason thereof, plaintiff is entitled to levy execution upon the premises for the collection of the judgment.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, Irene York Gatlin, for

the sum of \$180.51, plus interest in the amount of \$45.83, plus interest on the principal sum of \$180.51 from the date of judgment until paid, and for its costs; and for farther judgment directing the levying of execution upon the above-described premises.

151 Royce H. Savage
United States District Judge

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

United Pacific Insurance Company,)
a corporation,)
)
Plaintiff,)
)
vs.)
)
Nolan Watson,)
)
Defendant.)

NO. 4262-C

FILED

MAY 14 1958

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

JOURNAL ENTRY

THIS cause coming on to be heard on April 2, 1958, plaintiff being present by its attorneys, Looney, Watts, Looney and Nichols, and the defendant being present by his attorneys, Rosenstein, Fiat & Mentrow, all parties announced ready for Trial, no request for jury having been made. The parties further agreed that this cause could be tried without further notice before the undersigned District Judge. The Court, after both sides announced ready for Trial, heard argument of counsel herein, examined the entire file, and being fully advised in the premises, finds that the plaintiff is entitled to recover from the defendant as follows:

- 1) \$7,261.43, interest on this amount at the rate of 6% per annum from July 8, 1957, and the costs of this action.

The Court finds that defendant, on or about September 22, 1955, signed an Agreement for the purpose of procuring a Bond from the United Pacific Insurance Company, and joined in an Indemnity Agreement set forth in a Bond Application to the plaintiff, and bound himself by the terms and conditions thereof. A copy of the Bond Application and Indemnity Agreement is attached to plaintiff's Complaint as "Exhibit A".

The Court further finds that Bel-Aire Pipeline Contractors, Inc., the principal on the Bond, completed the work contemplated by the Bond but

defaulted in the payment of a bill for equipment rental by Tom W. Carpenter Equipment Company, which equipment was used in the performance of the contract covered by the Bond.

The Court finds that under compulsion of the terms of its Bond, the plaintiff expended \$7,261.42 on July 5, 1957, in payment of the equipment rental bill incurred by Bel-Aire Pipeline Contractors, Inc, in the performance of the bonded contract. The Court finds that under the terms and conditions of the Bond Application and Indemnity Agreement, plaintiff is entitled to be exonerated and indemnified by the defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the plaintiff and recover from the defendant, Nolan Watson, the sum of Seven Thousand, Two Hundred Sixty-One Dollars and Forty-Two Cents (\$7,261.42), with interest thereon at the rate of 6% per annum from July 5, 1957, together with the costs of this action.

Loyce H. Savage

U. S. DISTRICT JUDGE

APPROVED:

LOONEY, WATTS, LOONEY & NICHOLS

BY: *E. H. Mathew*

Attorneys for plaintiff

ROSENSTEIN, FIST & MESIROW

BY: *David H. Frost*

Attorneys for defendant.

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

HERBERT C. COYNE, et al

Plaintiffs,

vs.

THE PHOENIX INSURANCE COMPANY,
et al

Defendants.

No. 4408 Civil

FILED

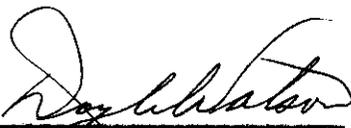
MAY 15 1958

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

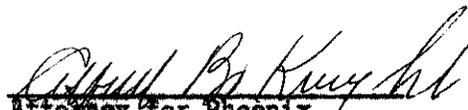
ORDER OF DISMISSAL WITH PREJUDICE

NOW, on this 15th day of May, 1958, pursuant to regular assignment and on oral application of all of the parties, it is requested that the above captioned matter be dismissed with prejudice. The Court finds that all of the parties have entered into and negotiated compromise settlement. This settlement is hereby approved by the Court.

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


Attorney for Plaintiff


Judge


Attorney for Phoenix


Attorney for Springfield

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

WILLIAM E. RUTLEDGE, Trustee of
Estate of Theodore Klein, Bankrupt,

Plaintiff,

vs

GENERAL MOTORS ACCEPTANCE
CORPORATION,

Defendants.

No. 4316

FILED

MAY 15 1958

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

JOURNAL ENTRY OF JUDGMENT

Now on this 15th day of May, 1958, the above entitled matter comes on for hearing and the plaintiff appearing in person, and represented by his counsel of record, F. Paul Thieman, Jr. and the defendant, General Motors Acceptance Corporation, appearing in person and represented by their counsel of record, Mr. R. P. Colley and Mr. Robert O. Bailey, whereupon the court having heard the statements of counsel and being otherwise fully advised in the premises finds: That the plaintiff is entitled to judgment in the sum of \$3,829.31 against the defendant, General Motors Acceptance Corporation on count #1 of plaintiff's complaint and recovery being denied in toto on count #2.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that plaintiff have and recover of and from the General Motors Acceptance Corporation the sum of \$3,829.31 and costs of this action.

by Royce H. Savage
Judge

Approved as to form:

by F. Paul Thieman, Jr.
Attorney for Plaintiff

by R. P. Colley
Attorney for Defendant

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

CHEROKEE PIPE LINE COMPANY,
A CORPORATION,

)
Plaintiff,)

vs.

) Civil File No. 4432
)

TRACT NO. 1, ET AL.,)

) Defendants. :
)

FILED

MAY 16 1958

O R D E R

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

Now on this 16th day of May, 1958 there came before the court the matter of determination of the division of the award made by the commissioners herein.

The court, being fully advised, finds that the temporary damage awarded in connection with tract No. 1 belongs to Byron Burkhart and Percy Kuhn, the permanent damage to Margaret Burkhart Morris; that the temporary damage awarded in connection with tracts 2 and 3 belongs to J. K. Thompson and the permanent damage to Margaret Burkhart Morris.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the ownership of the award of the commissioners is as set forth above and that the clerk of this court is authorized and directed to pay the same to the owners thereof upon application by them.

Royce H. Savage
(Royce H. Savage) Judge

OK
/s/ Hamilton & Kane
Atty. for Pltf.

OK
/s/ John Morley
Ass't. U. S. Atty.

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

ROBERT RYAN,

Plaintiff,

vs.

RICHARD GREGORY and
WILLIAM GREGORY,

Defendants.

No. 4418

FILED

MAY 19 1958

ORDER OF DISMISSAL

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

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

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

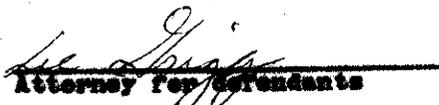


JUDGE

O. K.



Attorney for plaintiff



Attorney for defendants

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

FRANCES RYAN,

Plaintiff,

vs.

RICHARD GREGORY and
WILLIAM GREGORY,

Defendants.

No. 4419

FILED

MAY 19 1958

ORDER OF DISMISSAL

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

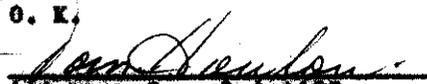
The parties hereto having fully settled and compromised the controversy existing between them, and the Court being fully advised in the premises, hereby grants plaintiff's request to dismiss with prejudice the complaint, at plaintiff's cost.

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



JUDGE

O. K.



Attorney for plaintiff



Attorney for defendants

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

PREFERRED RISK MUTUAL
INSURANCE COMPANY, a
corporation,

Plaintiff,

vs.

No. 4409

RAY E. BAUMAN and
JIMMY RAY CLINE,

Defendants.

FILED

MAY 20 1958

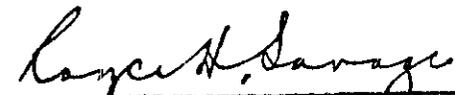
NOBLE C. HOOD
Clerk, U. S. District Court

JUDGMENT

NOW, on the 16th day of May, 1958 this cause comes on for trial. Parties appeared by their respective counsel of record, and in open court stipulated that the cause might be tried on the depositions taken and that the court might consider the briefs of the parties heretofore submitted.

In accordance with the findings of fact and conclusions of law entered by the court, the court concludes that Preferred Risk Mutual Insurance Company should have judgment declaring that it has no obligation to defend Jimmy Ray Cline, in the action entitled Ray E. Bauman versus Jimmy Ray Cline, et al., in the District Court in and for Tulsa County, State of Oklahoma, number 94575, and that the plaintiff has no obligation to defend any other suits brought by any other person on account of the accident on November 25, 1957, or to pay any judgment rendered in favor of any person against Jimmy Ray Cline, defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECLARED that the plaintiff Preferred Risk Mutual Insurance Company, has no obligation under its policy of insurance involved herein to defend Jimmy Ray Cline in the suit above named or to pay any judgment rendered against Jimmy Ray Cline.



U. S. District Judge

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

MAY 20 1958

RONALD LEE STRADER, a minor,
by and through his father and next
friend, CLARENCE STRADER,

Plaintiff,

vs.

GATES HARDWARE & SUPPLY
COMPANY, INC. and OLIN
MATHIESON CHEMICAL CORPOR-
ATION,

DEFENDANTS.

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

Civil No. 4460

ORDER REMANDING

The motion of plaintiff to remand this suit to the District Court of Tulsa County, Oklahoma, coming on for hearing on the 9th day of May, 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 Tulsa County, Oklahoma, be and it is hereby sustained, and the cause is hereby remanded to the District Court of Tulsa County, Oklahoma, for further proceedings.

Dated at Tulsa, Oklahoma this 20th day of May, 1958.

ROYCE H. SAVAGE

Judge.

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

SYLVIA QUEEN,

Plaintiff,

-vs-

S. H. KRESS & CO., a corporation,
A. E. DAVIS and DOLORES E.
SCHOFIELD,

Defendants.

No. 4468 Civil

FILED

MAY 20 1958

ORDER

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

For good cause shown, it is hereby ORDERED,

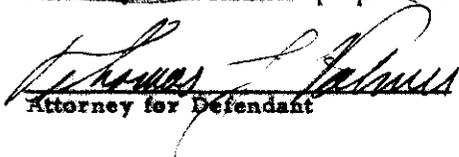
AJUDGED AND DECREED BY THE COURT that the above cause be, and the same
is hereby dismissed with prejudice.

ROYCE H. SAVAGE

United States District Judge for the
Northern District of Oklahoma

Approved as to form:


Attorney for Plaintiff


Attorney for Defendant

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

Sidney Strasse,

Plaintiff,

vs.

L. K. Howell,

Defendant,

vs.

Automatic Firing Corporation,

Third-Party Defendant.

FILED

MAY 21 1958

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

No. 4256 Civil

JUDICIAL ENTRY OF JUDGMENT

On this 16th day of April, 1958, pursuant to regular assignment, the above styled case came on for hearing. Plaintiff appears in person and by his attorneys, Leoffler, Leoffler and Allen, by David M. Leoffler, and Sam T. Allen, III; defendant appears in person and by his attorneys, Thompson and Thompson, by Joseph S. Thompson; and third party defendant, Automatic Firing Corporation, appears by its attorney, Jack W. Brown, and, a jury being waived in open court by all parties, the court hears the testimony of witnesses and other evidence, the argument of counsel, and is fully advised in the premises.

The court finds that defendant L. K. Howell was not induced to purchase the preferred stock of plaintiff Sidney Strasse by any misrepresentation or deceit upon the part of plaintiff Sidney Strasse; that the note in plaintiff's petition filed was introduced into evidence and entered into court; and that defendant L. K. Howell is liable to Sidney Strasse on said note as filed in plaintiff's petition.

The court further finds that defendant L. K. Howell was not induced to acquire any of the stock of third party defendant Automatic Firing Corporation by any misrepresentation or deceit upon the part of any of the officers, directors, stockholders or any other person acting on behalf of said corporation, and that third party plaintiff L. K. Howell is not entitled to any recovery over or against third party defendant Automatic Firing Corporation.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that plaintiff Sidney Strasse have and recover judgment against defendant L. K. Howell in the sum of Twenty Thousand Dollars (\$20,000.00) together with interest thereon at the rate of Six Per Cent (6%)

per annum from the 4th day of January, 1957, until paid, and his costs herein expended, to all of which defendant L. K. Howell excepts and his exceptions are allowed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that third party plaintiff L. K. Howell recover nothing herein as against third party defendant Automatic Firing Corporation, that it go hence without day and that it recover any costs from third party plaintiff L. K. Howell to all of which third party plaintiff L. K. Howell excepts and his exceptions are allowed.

Royce H. George
Judge

APPROVED AS TO FORM:

LOEWYLER, LOEWYLER AND ALLEN

By /s/ Sam T. Allen, III
Attorneys for Plaintiff

THOMPSON AND THOMPSON

By /s/ Joseph S. Thompson
Attorneys for Defendant

/s/ Jack C. Brown
Jack C. Brown, Attorney for Third Party Defendant, Automatic Firing Corporation.

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

Ona M. Johnson and
Louella Johnson,

Plaintiff,

vs.

Oklahoma Natural Gas
Company, a Delaware
corporation, and
L. A. Wimmer,

Defendants.

No. 4448 Civil

FILED

MAY 21 1958

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

O R D E R

IT IS ORDERED that the motion to dismiss of defend-
ant, L. A. Wimmer, be and it is hereby sustained and the complaint
is dismissed as to the defendant, L. A. Wimmer.

Dated this 19th day of May, 1958.

Royce H. Savage
United States District Judge

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

Jan American Fire & Casualty
Company, a corporation,)

Plaintiff,)

vs.)

Voris A. Taylor and M. Elmer
Overmon, dba T & O Gas
Services & Appliances, and
Bertie Mae Draper,)
Defendants.)

No. 4365 Civil

FILED

MAY 23 1958

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

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
JUDGMENT.**

This matter comes on for pre-trial hearing on this 24th day of January, 1958, plaintiff appearing by its attorney, Duke Duvall; defendants, Voris A. Taylor and M. Elmer Overmon, dba T & O Gas Services & Appliances, appearing by their attorney, Riley Q. Hunt; and defendant, Bertie Mae Draper, appearing by her attorney, Joe Bresune. The pre-trial hearing is conducted, and the parties agree to submit the case for decision by the Court upon the pleadings and admissions therein, except, however, it is made known to the Court that Bertie Mae Draper had filed an amended petition in the state court action of Bertie Mae Draper vs. Voris A. Taylor and M. Elmer Overmon, partners dba T & O Gas Services & Appliances, Case No. 20,138 in the District Court of Ottawa County, Oklahoma, which amended petition superseded the original petition that was attached to

plaintiff's complaint herein as Exhibit 2; and it was directed that counsel for Bertie Mae Draper file a true and correct copy with the Clerk, and plaintiff is given leave to file an amendment to the complaint. Both the insurance policy attached to the complaint as Exhibit 1 and said original petition in said state court action were introduced in evidence. Thereafter, the aforesaid amended petition in said state court action was filed with the Clerk, and plaintiff files an amendment to the complaint to which is attached as Exhibit 3 the amended petition of Bertie Mae Draper in said state court action, which was introduced in evidence and made a part of the record by agreement of the parties.

The Court takes the matter under advisement and directs the filing of briefs by the respective parties, which was done; and the Court, upon consideration of the pleadings, the admissions therein and said exhibits, makes the following findings of fact and conclusions of law, and enters the following judgment.

FINDINGS OF FACT

(1) The Court finds that there is a diversity of citizenship between the plaintiff and the defendants, as alleged in the complaint; that the amount in controversy exceeds the sum of \$3,000.00, exclusive of interest and costs; and that the Court has jurisdiction of the parties and of the subject matter.

(2) Defendants, Voris A. Taylor and M. Elmer Overmon, dba T & O Gas Services & Appliances, are liquefied petroleum

gas distributors. Their business activities include the installation of LPG appliances and systems and the servicing and repairing of same. On November 6, 1956, plaintiff issued General Liability Policy MCL 4-1788 to T & O Gas Services & Appliances, effective until November 6, 1957, which afforded the insured bodily injury liability coverage with limits of \$10,000.00 for each person and \$20,000.00 for each accident. A true and correct copy of the policy and endorsements is attached to the complaint as Exhibit 1. There was no elevators, products, contractual or independent contractors coverage, and no premium was charged by plaintiff or paid by the insured which would extend coverage to the insured for those types of law suits.

(3) Exhibits 2 and 3 aforesaid are true and correct copies of the petitions in the state court of action of defendant Bertie Mae Draper, and are controlling upon the issue of whether or not plaintiff's policy covered the accident occurring on February 28, 1957, in which defendant Bertie Mae Draper was injured.

(4) That under the allegations of defendant Bertie Mae Draper's state court petition and amended petition, on December 31, 1956, defendant partners, Veris A. Taylor and M. Elmer Overmon, dba T & O Gas Services & Appliances, were employed to install a liquefied petroleum gas kitchen range in the home of Bertie Mae Draper, but the installation was not properly made and the stove was left in a leaky and loose condition, allowing gas to leak from the stove. On or about January 4, 1957, this condition was reported to defendant

partnership of Bertie Mae Draper's husband who requested that this condition be corrected. About January 8, 1957, Sam Van Hoose came to the Draper dwelling and attempted to repair the leak, but failed to do so. On January 26, 1957, Mrs. Draper's husband again called the office of defendant partnership and reported the stove and fixtures still to be leaking and again requested that the condition be corrected. Pursuant to this latter telephone call, the said Van Hoose was again sent out by defendant partnership on February 1, 1957, to repair the leak and the defective condition of the stove, but failed to do so. Approximately four weeks later and on February 28, 1957, Bertie Mae Draper opened the oven door of the said range preparatory to lighting the oven, and upon inserting the lighted match into the oven, an explosion occurred, knocking Bertie Mae Draper backward and causing burns. Bertie Mae Draper alleges that her injuries were caused by the negligence of the defendant partnership in leaving the fixtures and fittings of the gas range in a loose and leaky condition, failing to check and test the same for gas leaks, and failing to repair the condition after it was reported.

(5) The amended state court petition of Bertie Mae Draper was filed on January 28, 1958, after the filing of the instant declaratory judgment action and after the taking of the depositions of the defendants herein. The amended petition describes the occurrence of the accident and the several acts of negligence of the defendant partnership, in substantially the same way as in the original petition. The principal changes made are the additions of the allegations that defendant

partnership "did not complete the installation thereof", but that the defendant partner, Voris A. Taylor, or the employee, Sam Van Hoose, on the various calls to the Draper dwelling "did not complete the installation of the kitchen range" because of the fact that he "left the fittings and fixtures on said stove in a leaky and loose condition". This phrase, in substance, is interspersed at various places through the amended state court petition. Otherwise, the two state court petitions are the same, and the Court finds that there is no basic factual or legal difference between the original and amended state court petitions.

(6) The Court finds that under the allegations of Bertie Mae Draper's original and amended state court petitions, the work of installing the gas range by defendants, Voris A. Taylor and M. Redmon Overmon, dba T & O Gas Services & Appliances, was completed, though allegedly improperly and defectively performed.

(7) The Court finds that the allegations of the plaintiff's complaint and amended complaint herein are true and correct, and plaintiff is entitled to the relief therein prayed for.

CONCLUSIONS OF LAW

(1) The Court has jurisdiction of the parties and of the subject matter.

(2) There is no basic factual or legal difference between the original and amended state court petitions of defendant, Bertie Mae Draper.

(3) The duties and obligations of the plaintiff insurance company to the defendants herein are to be determined under the allegations of the original and amended petitions in the state court action.

(4) The aforesaid policy described in the findings of fact, issued by plaintiff herein, does not extend coverage of accidents and injuries resulting from "completed operations" or "products liability".

(5) Under the allegations of Bertie Mae Draper's original and amended state court petitions, the work of installation of the gas range by defendants, Veris A. Taylor and M. Elmer Overman, dba T & O Gas Services & Appliances, was completed, though allegedly improperly and defectively performed.

(6) The accident and resulting loss involved herein and described in the original and amended state court petitions of defendant Bertie Mae Draper constituted a products and completed operations hazard as that term is defined in the policy, to-wit:

"The handling or use of or the existence of any condition in goods or products manufactured, sold, handled or distributed by the insured if the accident occurs after the insured has relinquished possession thereof to others and away from premises owned, rented or controlled by the insured; and operations other than pickup and delivery and the existence of tools, uninstalled equipment and abandoned or unused materials, if the accident occurs after such operations have been completed or abandoned at the place of occurrence thereof and away from the premises owned, rented or controlled by the insured; provided, operations shall not be deemed incomplete because improperly or defectively

performed or because further operations may be required pursuant to a service or maintenance agreement".

The accident and loss involved herein were not covered, and the plaintiff, Pan American Fire & Casualty Company, has no obligation under the aforesaid policy to the defendants, or any of them, to defend the aforesaid state court action or to pay any judgment rendered therein, or any obligation under said policy in connection with the accident, whatsoever.

(7) The complaint of the plaintiff herein is well-taken, and plaintiff is entitled to the relief therein prayed for.

JUDGMENT

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

(1) The General Liability Policy issued by plaintiff, Pan American Fire & Casualty Company, to Voris A. Taylor and M. Elmer Overmon, dba T & O Gas Services & Appliances, Policy MCL 4-1788, attached as Exhibit 1 to the complaint herein, does not cover the accident and loss described in Case No. 20,138 in the District Court of Ottawa County, Oklahoma, wherein the defendant, Bertie Mae Draper, is plaintiff, and the defendants, Voris A. Taylor and M. Elmer Overmon, dba T & O Gas Services & Appliances, are defendants, allegedly occurring on or about February 28, 1957.

(2) That plaintiff, Pan American Fire & Casualty Company, has no obligation to the defendants, or any of them, under its aforesaid general liability policy for the injuries to defendant, Bertie Mae Draper, described in the aforesaid state court action, and plaintiff has no obligation to defend or pay any judgment that may be rendered in said state court action.

(3) The costs of this action are assessed against the defendants.

DATED this 23 day of May, 1958.

16 *Royce H. Savage*
DISTRICT JUDGE.

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

LAWRENCE HORN,
Plaintiff,

VS

SEARS, ROEBUCK & CO.,
Defendant.

Civil Action No. 4478

ORDER DISMISSING COMPLAINT

FILED

MAY 23 1958

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

THIS CAUSE came on for hearing on defendant's Motion to Dismiss the action because the exclusive jurisdiction of plaintiff's cause of action lies in the State Industrial Commission of the State of Oklahoma and by reason thereof this court lacks jurisdiction of the subject matter of this action and Brief in Support of said Motion having heretofore been filed in this cause and counsel for plaintiff having confessed said Motion,

IT IS ORDERED that defendant's Motion be granted and that the complaint be and it is hereby dismissed for lack of jurisdiction and without prejudice to further proceedings before the State Industrial Commission of the State of Oklahoma.

Rayce H. Savage

United States District Judge

APPROVED as to form: *M. DeKason*

[Signature]
Attorney for Plaintiff

[Signature]
Attorney for Defendant

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

JOHN W. BOWLES,

Plaintiff,

-vs-

JOHN HANCOCK MUTUAL
LIFE INSURANCE COMPANY,

Defendant.

No. 4496

CIVIL

FILED

MAY 26 1958

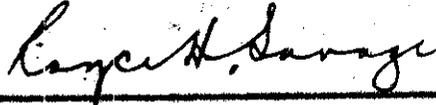
NOBLE C. HOOD
Clerk, U. S. District Court

ORDER

This cause coming on for hearing upon the Motion to
Remand the above styled and numbered cause to the Court of Common
Pleas, filed by the plaintiff herein, the Court, after hearing the
argument of counsel, finds that said Motion should be sustained
and that said cause should be remanded to the Court of Common Pleas
of Tulsa County.

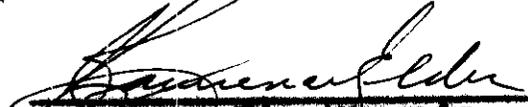
IT IS, THEREFORE, BY THE COURT ORDERED that the above
styled and numbered case be forthwith remanded to the Court of
Common Pleas of Tulsa County, Oklahoma.

DATED this 23rd day of May, 1958.



JUDGE

I certify that simultaneously with the original hereof, I mailed
two copies of the within and foregoing Order to Milton W. Hardy,
Ritz Building, Tulsa, Oklahoma, attorney for said Defendant, this
the 26th day of May, 1958.


L. Lawrence Elder, Attorney for
Plaintiff.

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

WILLIAM C. McGEHEE,

Plaintiff,

-vs-

MISSOURI-PACIFIC RAILWAY COMPANY,

Defendant.

NO. 4423 CIVIL

FILED

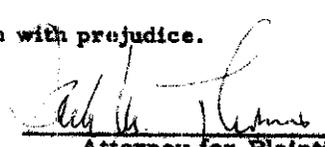
MAY 27 1958

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

MOTION FOR DISMISSAL

Comes now the plaintiff, William C. McGehee, and moves the Court to dismiss the above entitled cause of action with prejudice for the reason that all disputes and controversies between the respective parties have been compromised and settled.

WHEREFORE, plaintiff prays for an Order of this Court dismissing the above entitled action with prejudice.

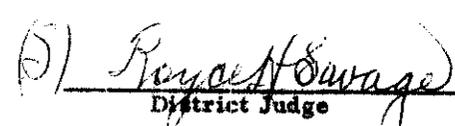


Attorney for Plaintiff

ORDER OF DISMISSAL

And now on this 27th day of May, 1958, there came on for hearing Plaintiff's Motion for Dismissal with prejudice for the reason that all disputes and controversies between the parties have been compromised and settled.

IT IS THEREFORE, ORDERED AND ADJUDGED that the above entitled cause of action be dismissed with prejudice to the right of the plaintiff to bring a future action.

(5) 

District Judge

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

GEORGE M. TYLER, as Trustee in)
Bankruptcy of the Estate of Walter F.)
Glenn, a Bankrupt,)
Plaintiff,)

vs.)

No. 4434 Civil)

THE FOURTH NATIONAL BANK OF)
TULSA, OKLAHOMA, a banking corpor-)
ation,)

Defendant and Third Party Plaintiff,)

MRS. MARGARET GLENN,)
Third Party Defendant.)

FILED

MAY 27 1958

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

J U D G M E N T

Upon the Findings of Fact and Conclusions of Law heretofore entered in this cause:

IT IS ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, George M. Tyler, as Trustee in Bankruptcy of the Estate of Walter F. Glenn, a bankrupt, do have and recover of and from the Defendant, The Fourth National Bank of Tulsa, Oklahoma, a banking corporation, the sum of \$5,650.00.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the Third Party Plaintiff, The Fourth National Bank of Tulsa, Oklahoma, a banking corporation, do have and recover of and from the Third Party Defendant, Mrs. Margaret Glenn, the sum of \$5,650.00.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the costs be paid by the Plaintiff herein.

Dated this 27 day of May, 1958.

(2) Royce H. Savage
United States District Judge

(Signed)

Irvin E. Ungerman
Atty for Trustee

James B. Coppock
Atty for Margaret Glenn

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

Pansy Cross,

Plaintiff,

vs.

Susie L. Cross and
Julie King,

Defendants

Western Casualty &
Surety Company

Garnishee.

No. 4435 Civil

FILED

MAY 27 1958

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

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, Pansy Cross, and dismisses
the above styled and numbered cause of action with prejudice to the
bringing of a future action, as to the garnishee, Western Casualty &
Surety Company.

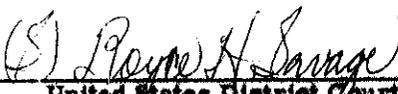
Dated this 26 day of May, 1958.



Plaintiff


Attorneys for Plaintiff

IT IS HEREBY ORDERED that the above styled and number-
ed cause of action be dismissed with prejudice this 27th day of May, 1958.



United States District Court

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

RICHARD ELSEY,

Plaintiff,

vs.

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA,

Defendant.

No. 4448 Civil

FILED

MAY 27 1958

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

J U D G M E N T

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

IT IS ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff
take nothing and judgment is entered for the defendant at the plaintiff's
cost.

Dated this 27 day of May, 1958.

Raymond H. Savage
U. S. District Judge.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

H. A. Surratt and Julia Surratt,

Defendants.

Civil No. 4449

FILED

MAY 27 1958

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

J U D G M E N T

On this 27th day of May 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 having 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 November 13, 1952, 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 \$2,874.50 to Standard Mortgage Company, Inc.; 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 \$378.53, plus interest thereon at the rate of six per cent (6%) per annum from July 26, 1955.

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.

The Court further finds that the note was given for the purpose of paying for permanent improvements on property owned by the defendants located at 2215 North Yorktown, Tulsa, Oklahoma, and by reason thereof, plaintiff is entitled to levy execution upon the premises for the collection of the judgment.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, H. A. Surratt and Julia Surratt, for the sum of \$378.53, with interest thereon at the rate of six per cent (6%) per annum from July 26, 1955, until paid, and for its costs; and for further judgment directing the levying of execution upon the above-described premises.

United States District Judge

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

RUBY BROCK,

Plaintiff,

vs.

R. A. BOSWELL and
MAXINE BOSWELL,

Defendants.

Civil No. 4343

FILED

MAY 27 1958

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

JUDGMENT

This action came on for trial before the Court and a jury, Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on May 27, 1958, having rendered a verdict for the defendant,

IT IS ORDERED AND ADJUDGED that the plaintiff take nothing, that the action is dismissed on the merits, and that the defendants recover of the plaintiff their costs of action.

Dated at Tulsa, Oklahoma, this 27th day of May, 1958.

Noble C. Hood
Noble C. Hood, Clerk

By M.M. Ewing
Deputy

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 4454

William Glidewell,

Defendant.

FILED

MAY 27 1958

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

J U D G M E N T

On this 27th day of May 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 defendant appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that the defendant is indebted to the plaintiff in the sum of \$162.98.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, William Glidewell, for the sum of \$162.98, with interest thereon at the rate of six per cent (6%) from date of judgment, and the costs of this action.

Royce H. Savage
United States District Judge

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

FILED
~~IN OPEN COURT~~

MAY 27 1958

BURNICE KANNADY, a minor,
by and through his father
and next friend, Louis
Kannady,

Plaintiff,

vs.

RUBY T. WHITE,

Defendant.

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

Civil No. 4464

JUDGMENT

This action came on for trial before the Court and a jury, Honorable Ross Risley presiding, and the issues having been duly tried and the jury on May 27, 1958, having rendered a verdict for the defendant,

IT IS ORDERED AND ADJUDGED that the plaintiff take nothing, that the action is dismissed on the merits, and that the defendant recover her costs of action.

Dated at Tulsa, Oklahoma, this 27th day of May, 1958.

Noble C. Hood
Noble C. Hood, Clerk

By Paul B. Ballenger
Deputy

UNITED STATES DISTRICT COURT
for the
Northern District of Oklahoma

Bestwall Gypsum Company,)
a corporation,)

Plaintiff,)

vs.)

Civil No. 4382

Grand River Dam Authority,)

Defendant.)

FILED

MAY 28 1958

DISMISSAL BY PLAINTIFF

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

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

Dated this 5th day of May, 1958.

BESTWALL GYPSUM COMPANY

By Rosenstein Field & Meisner

Attorneys for Plaintiff

ORDER OF DISMISSAL

IT IS ORDERED that the above entitled cause be dismissed
with prejudice to a future action, at the cost of the plaintiff.
Dated at Tulsa, Oklahoma, this 28th day of May, 1958.

Raymond H. Savage
Judge.

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

GLENN H. WILLIAMS and
LUCILLE WILLIAMS,

Plaintiffs,

-vs-

PETER KIEWIT SONS' COMPANY,
INC., a corporation,

Defendant.

No. 4420 Civil

FILED

MAY 28 1958

REQUEST FOR DISMISSAL

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

Comes now the plaintiffs and move the
court to dismiss with prejudice this cause of action on the grounds and for the
reason that the same has been fully compromised and settled between the
parties.

Glenn H. Williams
Glenn H. Williams, Plaintiff

Lucille Williams
Lucille Williams, Plaintiff

Dale Ryan
Attorney for Plaintiffs

ORDER OF DISMISSAL

Now on this 28th day of May, 1958, on the
request of the parties hereto for dismissal with prejudice of this cause, it
appearing to me, the undersigned United States District Judge for the Northern
District of Oklahoma that this matter has been fully compromised and settled,
the same is herewith ordered dismissed.

15 Royce H. Savage
Judge

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

CYRIL BRIAN SOODEEN,

Plaintiff,

-vs-

DANIEL JEROME MORAN,

Defendant.

No. 4438 Civil

FILED

MAY 28 1958

ORDER OF DISMISSAL

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

For good cause shown, IT IS HEREBY ORDERED
ADJUDGED AND DECREED by the Court that the above entitled cause be and the
same is hereby dismissed with prejudice and the costs herein be taxed to the plain-
tiff.

12 Royce H. Savage
United States District Judge

Approved as to form:

Wm. L. Hall
Attorney for Plaintiff

Joseph M. Best
Attorney for Defendant

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Wilma Balster,)
Plaintiff,)
vs.)
J. C. Penney Company, a)
Corporation,)
Defendant.)

Civil Action No. 4461

FILED

MAY 28 1958

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

JUDGMENT

This action come on for trial before the Court and a jury, Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on May 28, 1958, having rendered a verdict for the defendant,

IT IS ORDERED AND ADJUDGED that the plaintiff take nothing, that the action is dismissed on the merits, and that the defendant recover of the plaintiff its costs of action.

Dated at Tulsa, Oklahoma, this 28th day of May, 1958.

NOBLE C. HOOD

NOBLE C. HOOD, CLERK

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

UNITED SUPPLY AND MANUFACTURING
COMPANY, a Corporation,

Plaintiff,

vs.

OWEN DRILLING COMPANY, a
Corporation,

Defendant

No. 4206 Civil

FILED

MAY 29 1958

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

O R D E R

Now on this 29th day of May, 1958, this matter coming on for hearing on the final report of John A. Hender-shot, Jr., Receiver for Owen Drilling Company, and the Court having heard testimony on said Receiver's final report and being fully advised herein does direct that said Receiver shall pay to the creditors as itemized in his former report fifty-one per cent (51%) of their total claims.

The Court finds that the order heretofore entered herein, to-wit: On November 1, 1957, authorizing the Receiver to sell 4,508 shares of the capital stock of Tekoil Corporation for a price of not less than \$8.00 per share and to pay the proceeds to The First National Bank and Trust Company of Tulsa, to which bank said stock is pledged, should be and the same is hereby vacated insofar as the same authorizes the Receiver to sell the same and insofar as the same imposes any restrictions upon the rights of said bank as the pledgee of said stock.

The Court further finds that the other assets as listed in the Receiver's report, to-wit: The promissory note signed by M. L. Eneff and L. J. Thompson in the amount of \$3,500.00, and the undivided interests in oil and gas leases as described in Exhibit "A" attached to this Receiver's Final

Report and the balance of cash in the Receiver's hands in the amount of \$181.68, should all be delivered, set over and assigned to George M. Tyler, Trustee in Bankruptcy, of Owen Drilling Company.

IT IS THEREFORE ORDERED by the Court that all of the acts and doings of John A. Mendershot, Jr., Receiver for Owen Drilling Company, as ordered and directed by this Court are hereby approved; and his payment to the creditors as listed on his report of a fifty-one per cent (51%) dividend is hereby approved.

IT IS FURTHER ORDERED that the promissory note signed by M. L. Eneff and L. J. Thompson in the amount of \$3,500.00, and the cash in his hands in the amount of \$181.68, and the interests in oil and gas leases, as hereinafter listed, to-wit:

<u>LEASE NAME</u>	<u>INTEREST</u>	<u>DESCRIPTION</u>	<u>COUNTY</u>
Lawson Heira	1/32	SE $\frac{1}{4}$ NW $\frac{1}{4}$ 12-9N-7E	Seminole
Don Hudson	1/8	N $\frac{1}{2}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$ 30-19N-6E	Payne
Ira C. Myrick	1/8 of 1/16 of 7/8 CRR1	S $\frac{1}{2}$ NW $\frac{1}{4}$ 29-17N-4E	Lincoln

be transferred, delivered and assigned to George M. Tyler, Trustee in Bankruptcy of Owen Drilling Company, and any equity or interest of Owen Drilling Company or of the Receiver herein in and to the above described 4,508 shares of capital stock of Tekoil Corporation now pledged to The First National Bank and Trust Company of Tulsa be and the same is hereby transferred and set over to the said George M. Tyler, as such Trustee in Bankruptcy for Owen Drilling Company

IT IS FURTHER ORDERED that upon the Receiver herein filing receipts showing delivery of said notes, cash and oil and gas leases to said Trustee in Bankruptcy that said Receiver be fully and finally discharged.

1st Royce H. Savage

 United States District Judge

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

Bernice Walenciak,
Plaintiff,

vs

Levi Laquement,
Defendant.

Civil Action No. 4416

FILED

MAY 29 1958

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

JUDGMENT

This action came on for trial before the Court and a jury, Honorable Ross Bizley, presiding, and the issues having been duly tried and the jury on May 29, 1958, having rendered a verdict for the defendant,

IT IS ORDERED AND ADJUDGED that the plaintiff take nothing, that the action is dismissed on the merits, and that the defendant recover of the plaintiff his costs of action.

Dated at Tulsa, Oklahoma, this 29th day of May, 1958.

NOBLE C. HOOD, CLERK

By *Ben B. Ballenger*
Ben B. Ballenger, Deputy

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

Rudell E. Whitlock,
Plaintiff,

vs.

No. 4427

Missouri-Kansas-Texas Railroad
Company, a corporation,
Defendant.

FILED

MAY 29 1958

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

ORDER

It appearing to the Court that the parties have
compromised and settled all issues involved in the above
entitled cause, and the plaintiff has dismissed said cause
with prejudice to the bringing of another action;

IT IS HEREBY ORDERED, that this cause be, and the
same is hereby dismissed with prejudice to the bringing of
another action.

DATED at Tulsa, Oklahoma, this 28th day of May,
1958.

Loyce H. Savage

District Judge

OKAY *Wm H. O. Perry*

Padmala
Attorneys for Plaintiff

OKAY *Wm H. O. Perry*

William A. Hie & C. H. Hest
Attorneys for Defendant

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

UNITED SUPPLY AND MANUFACTURING
COMPANY, a corporation

Plaintiff,

vs.

PATRICIA PAPE OWEN

Defendant.

Civil
No. 4379

FILED

JUN 4 1958

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

DISMISSAL WITH PREJUDICE

Now on the 7th day of May, 1958, the above cause comes on for hearing on plaintiff's motion for an order of court dismissing the above cause with prejudice and at the cost of the plaintiff, and the court having considered the plaintiff's application finds that the same should be granted.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the above cause is hereby dismissed with prejudice and at the cost of the plaintiff.

ROYCE H. SAVAGE

Judge of the United States District
Court

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

Gleada Jane Childs,

Plaintiff,

vs.
Noble C. Hood and
Hobby Company, a Corporation,

Defendants.

No. 4888 Civil

FILED

JUN 5 1958

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

DISMISSAL

Court over 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.

Done this 5th day of May, 1958.

Gleada Jane Childs

Plaintiff

WARD, FRANK & KILGON

By *John T. [Signature]*

Attorney for Plaintiff

It is hereby certified that the above styled and numbered action
has been dismissed with prejudice to the bringing of a future action, this 5th day
of May, 1958.

151 Roy H. [Signature]

U. S. District Judge