

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

Allstate Insurance Company,
a corporation,

Plaintiff,

vs.

Georgia McCall, Mary Jean McCall,
Donnie McCall, Frank Moffitt,
Carolyn McCall, Weldon Lee McCall,
C. D. McCall, and R-K Motors, Inc.,
Sand Springs, Oklahoma,

Defendants.

No. 4491

FILED

SEP 24 1958

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

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, Allstate Insurance Company, a corporation,
and dismisses the above styled and numbered cause of action with prejudice to the
bringing of a future action.

Dated this 23rd day of September, 1958.

ALLSTATE INSURANCE COMPANY

By *H. J. Hyle*
Its Attorney

IT IS HEREBY ORDERED that the above styled and numbered cause
of action be dismissed with prejudice this 27th day of September, 1958.

Roy H. Savage
United States District Judge

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

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, a corporation,
Plaintiff

vs.

OLIVER APTS., INC., a
corporation, et al.,
Defendants

No. 4507

FILED

SEP 26 1958

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

J U D G M E N T

On this 26th day of September, 1958, pursuant to findings of fact
and conclusions of law entered herein,

IT IS ORDERED, ADJUDGED and DECREED by the court that the plaintiff,
The Prudential Insurance Company of America, have and recover of and from the
defendant Oliver Apts., Inc., a corporation, the sum of \$336,354.01, with
interest thereon from May 29, 1958, at the rate of 4% per annum, advances in
the sum of \$1,775.00, attorneys' fees in the sum of \$10,300.00, and the costs
of this suit.

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

Lot One (1), and Lot Two (2), Block Six (6), Osage Hills,
an Addition to the City of Tulsa, Osage County, State of
Oklahoma, according to the recorded plat thereof, as
recorded in Book Two (2) of Plats on pages 27 and 28,
in the office of the County Clerk, Osage County, Oklahoma,

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

<u>GENERAL ELECTRIC</u> <u>REFRIGERATORS</u> <u>SERIAL NUMBERS:</u>	<u>GENERAL ELECTRIC</u> <u>RANGES</u> <u>SERIAL NUMBERS:</u>	<u>GENERAL ELECTRIC</u> <u>DISHWASHERS</u> <u>SERIAL NUMBERS:</u>	<u>HENDIX WASHERS</u> <u>SERIAL NUMBERS:</u>
83-066925	2434246	209559	53448383
82-084805	2434504	209580	53608243
83-067539	2434297	209562	53588060
83-318641	2434264	209549	53658386
83-318566	2434306	209557	53658385
82-072267	2349369	209556	53608210
82-075524	2349328	209550	53608200
82-075953	2349376	209566	53658365

Description of real property (continued)

<u>GENERAL ELECTRIC</u> <u>REFRIGERATORS</u> <u>SERIAL NUMBERS:</u>	<u>GENERAL ELECTRIC</u> <u>RANGES</u> <u>SERIAL NUMBERS:</u>	<u>GENERAL ELECTRIC</u> <u>DISPOSALS</u> <u>SERIAL NUMBERS:</u>	<u>BENDIX WASHERS</u> <u>SERIAL NUMBERS:</u>
82-072890	2349293	410262	
-006360	2349387	209578	
664050	2349344	210978	
067227	2346371	210998	
066220	2349394	211008	
81-081950	2349395	307043	
81-077614	2349302	306891	
81-081705	2349383	306893	
83-067148	2349373	306899	
83-067398	2349352	306897	
82-085325	2434248	306894	
83-063634	2434231	306913	
83-067034	2434172	307026	
83-316513	2434164	306921	
83-317879	2434222	307045	
83-317697	2434508	306912	
84-042526	2434219	306885	
84-040489	2434507	306911	
84-040479	2434209	411523	
84-041010	7032157	411501	
84-038806	7031530	411515	
84-042514	7031547	410645	
84-042560	7031581	410654	
84-042666	2434271	411533	
84-042310	2434506	411500	
83-318656	2434298	411543	
83-318571	2434501	411427	
84-042134	2434270	411419	
84-041172	2434315	411446	
83-318277	2434482	410647	
83-317980	2434495	411440	
82-087057	2434220	306917	
83-31896	2434497	306863	
83-318461	2434286	306904	
84-042629	2434483	306890	
84-042664	2434505	306870	
83-318300	2434498	306886	
83-318637	2434496	306902	
83-318376	2434314	307046	
81-077578	2434296	306919	
81-077546	2434289	306838	
81-081953	2434502	306906	
81-077593	2434212	306801	

BENDIX DRYERS
SERIAL NUMBERS:

165F663
165F673
158F884

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

All fixtures, including but not limited to all gas and electric appliances and equipment, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, tanks, water closets, basins, pipes, faucets and other plumbing, heating, air conditioning, ventilating and laundry and equipment; all mantels, cabinets, refrigerating plant and refrigerators, whether mechanical or otherwise, all

furniture, shades, all cooking apparatus, appliances and appurtenances, awnings, screens, blinds, and other furnishings; and all articles of personal property now or hereafter attached to or used in and about the building or building now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are ever used or furnished in operating a building or the activities conducted therein similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner, including all furniture and personal property in the hands of the Receiver herein.

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

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

ROYCE H. SAVAGE

APPROVED:

E. L. Ellis Gable
Attorney for Plaintiff.

J. M. Bailey
Attorney for Defendant,
Oliver Apts., Inc.

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

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4547

One 1957 Chrysler Windsor 4-door Sedan,
Motor No. WF5743206, its tools and
appurtenances, and 10.550 wine gallons
of assorted taxpaid liquors,

Respondents,

Lawrence Dick Doyle, Mrs. Lawrence
Dick Doyle, and Securities Credit
Company, Tulsa, Oklahoma,

Claimants.

FILED

SEP 26 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 entered on the 26th day of September, 1958, it is hereby ORDERED, ADJUDGED, AND DECREED that the respondent 1957 Chrysler Windsor 4-door Sedan, Motor No. WF5743206, its tools and appurtenances, be and the same are hereby forfeited to the United States of America and the claim of Securities Credit Company for return of this respondent is hereby denied. The claimants, Lawrence Dick Doyle, Mrs. Lawrence Dick Doyle, and Securities Credit Company, have no claim, right, title or interest whatsoever in respondent vehicle. Upon payment of the costs of seizure and storage of the respondent vehicle, the United States Marshal for the Northern District of Oklahoma shall deliver the respondent vehicle, its tools and appurtenances, to the Regional Commissioner of Internal Revenue, Treasury Department, Dallas, Texas.

As to the 10.550 wine gallons of assorted taxpaid liquors respondent herein, this case is hereby dismissed.

(S) Royce H. Savage
United States District Judge

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

BERNICE WALENCIAK ,
Plaintiff,
vs.
LEVI LACQUEMENT,
Defendant.

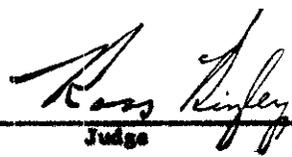
No. 4416 - Civil

FILED
OCT 2 - 1958
NOBLE C. HOOD
Clerk, U. S. District Court

ORDER

NOW, on this 11th day of August, 1958, there came on for hearing pursuant to regular assignment, the Motion for New Trial of the plaintiff. After due consideration, the Court finds that said Motion for New Trial should be overruled.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Motion for New Trial of the plaintiff should be and hereby is overruled.



Judge

PM/bt
10/3/58

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

DANT & RUSSELL, Inc.,

Plaintiff, (

vs. (

WILLIAM M. THOMAS, et al.,

Defendant. (

No. 4495

FILED

OCT 3 - 1958

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

MOTION TO DISMISS

Comes now the plaintiff and moves this Honorable Court to dismiss the above entitled cause as to all of the defendants complained of therein, to-wit: William M. Thomas, Willie Bee Thomas, Donald J. Thomas, Donald J. Thomas, Inc., a corporation, and C. M. Crawford, without prejudice to the filing of a future suit.

PAT AMALLOY and R. P. COLLEY

By Pat Malloy & R.P. Colley
Attorneys for Plaintiff

For good cause shown, dismissal of above entitled cause as to defendants above named, without prejudice, to filing of a future suit, is hereby approved.

Loyce H. Savage

Judge of the U. S. District Court
of the Northern District of Oklahoma

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

FILED

OCT - 6 1958

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

P. E. Palmer,

Plaintiff,

vs.

James H. Knott,

Defendant.

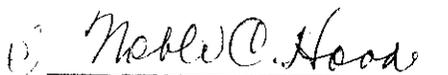
Civil No. 4479

JUDGMENT

This action came on for trial before the court and a jury, the Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on October 6, 1958 having rendered a verdict for the plaintiff to recover of the defendant damages in the amount of Fifteen Hundred (\$1500.00) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff recover of the defendant, James H. Knott, the sum of Fifteen Hundred (\$1500.00) 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 October, 1958.


Noble C. Hood, Clerk

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

United States of America
for the use of FRANK WILLSEY,

Plaintiff,

vs.

WESTERN CASUALTY & SURETY
COMPANY and L. C. FERGUSON,

Defendants.

Civil No. 4494

FILED

OCT - 7 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 October 6, 1958 having rendered a verdict for the plaintiff to recover of the defendants damages in the amount of Five Thousand, Seven Hundred Nineteen Dollars and Eighty Cents (\$5,719.80),

IT IS ORDERED AND ADJUDGED that the plaintiff recover of the defendants, Western Casualty & Surety Company and L. C. Ferguson, the sum of Five Thousand, Seven Hundred Nineteen Dollars and Eighty Cents (\$5,719.80), 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 October, 1958.

Noble C. Hood
Noble C. Hood, Clerk
By Ben B. Ballenger

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

FILED

OCT - 7 1958

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

EDDIE OWENS,

Plaintiff,

vs.

Civil No. 4519

AUTOMOBILE TRANSPORT, INC.,
a corporation, and MICHIGAN
MUTUAL LIABILITY COMPANY, an Insur-
ance Company,

Defendants.

JUDGMENT

This action came on for trial before the court and a jury, the Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on October 7, 1958, having rendered a verdict for the plaintiff to recover of the defendants damages in the amount of Thirty-eight Thousand (\$38,000.00) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff recover of the defendants, Automobile Transport, Inc., a corporation, and Michigan Mutual Liability Company, an insurance company, the sum of Thirty-eight Thousand (\$38,000.00) 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 7th day of October, 1958.

NOBLE C. HOOD, CLERK
Noble C. Hood, Clerk

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

EDNA B. WHITNEY, Individually and
as Next Friend of Gregory Scott
Whitney and Pamela Blue Whitney,
minors,
Plaintiffs,

vs,

SPARTAN AIRCRAFT COMPANY,
Defendant.

Civil No. 4326

FILED

OCT - 8 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 October 8, 1958, having rendered a verdict for the defendant,

IT IS ORDERED AND ADJUDGED that Edna B. Whitney, individually and as Next Friend of Gregory Scott Whitney and Pamela Blue Whitney, minors, Plaintiffs, and Liberty Mutual Insurance Company and Great Lakes Carbon Corporation, Intervenors, take nothing; that the action is dismissed on the merits, and that the defendant recover of Edna B. Whitney, individually and as Next Friend of Gregory Scott Whitney and Pamela Blue Whitney, minors, plaintiffs, and Liberty Mutual Insurance Company and Great Lakes Carbon Corporation, Intervenors, its costs of action.

Dated at Tulsa, Oklahoma, this 8th day of October, 1958.

NOBLE C. HOOD, CLERK

By ¹⁵¹ *Ben B. Ballenger*
Ben B. Ballenger, Deputy

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

Great Lakes Carbon Corporation
and Federal Insurance Company,
Plaintiffs,

vs.

Spartan Aircraft Company,
Defendant.

Civil No. 4334

FILED

OCT - 8 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 October 8, 1958, having rendered a verdict for the defendant,

IT IS ORDERED AND ADJUDGED that the plaintiffs, Great Lakes Carbon Corporation and Federal Insurance Company take nothing, that the action is dismissed on the merits, and that the defendant recover of Great Lakes Carbon Corporation and Federal Insurance Company, plaintiffs, its costs of action.

Dated at Tulsa, Oklahoma, this 8th day of October, 1958.

NOBLE C. HOOD, CLERK

By *12/ Ben B. Ballenger*
Ben B. Ballenger, Deputy

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

Harold Young,

Plaintiff,

vs.

Missouri-Kansas-Texas Railway
Company, and H. F. Gale,

Defendants.

Civil No. 4536

FILED

OCT - 9 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 October 9, 1958 having rendered a verdict for the defendants,

IT IS ORDERED AND ADJUDGED that the plaintiff take nothing, that the action is dismissed on the merits, and that the defendants, Missouri-Kansas & Texas Railway Company and H. F. Gale, recover of Harold Young, plaintiff, their costs of action.

Dated at Tulsa, Oklahoma, this 9th day of October, 1958.

NOBLE C. HOOD, CLERK

By


Ben B. Ballenger, Deputy

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

Leona Allen,

Plaintiff,

vs.

J. E. McDonald, M. D.,

Defendant.

Civil No. 4346

FILED

OCT - 9 1958

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

JUDGMENT

This action came on for trial before the Court and a jury, the Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on October 9, 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 Leona Allen, plaintiff, his costs of action.

Dated at Tulsa, Oklahoma, this 9th day of October, 1958.

15/ Noble C. Hood
Noble C. Hood, Clerk
by M. M. Ewing, Deputy

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Dorothea Best Small

vs.

Amos Harold Hollingsworth

Civil Action No. 4488

FILED

OCT - 9 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 October 9, 1958 having rendered a verdict for the plaintiff to recover of the defendant damages in the amount of Two Thousand, Two Hundred Fifty (\$2,250.00) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff, Dorothea Best Small, recover of the defendant, Amos Harold Hollingsworth, the sum of Two Thousand, Two Hundred Fifty (\$2,250.00) Dollars, with interest thereon at the rate of 6% per annum from the date hereof until paid, and her cost of action.

Dated at Tulsa, Oklahoma, this 9th day of October, 1958.

NOBLE C. HOOD, CLERK

By


Ben B. Ballenger, Deputy

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

FEDERAL SIGN & SIGNAL CORPORATION,
a New York Corporation,

Plaintiff,

-vs-

LEE ELLER, an individual, d/b/a
LEE ELLER SIGNAL, INC., and
LEE ELLER SIGNAL, INC., an
Oklahoma Corporation,

Defendants.

Civil No. 4518

FILED

OCT - 9 1958

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

JUDGMENT

This cause came on for trial before the Court and jury, the Honorable William R. Wallace presiding, on this 9th day of October, 1958, and the Court after having considered stipulations of the parties and opening statement of counsel finds the issues in favor of the plaintiff and against the defendants jointly and finds that plaintiff is entitled to judgment of and from the defendants, jointly and severally, for the sum of Four Thousand Seventy-Seven Dollars and Sixty Cents (\$4,077.60).

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Federal Sign & Signal Corporation, have and recover judgment of and from the defendants, Lee Eller, an individual, and Lee Eller Signal, Inc., an Oklahoma Corporation jointly and severally for the sum of Four Thousand Seventy-Seven Dollars and Sixty Cents (\$4,077.60), with interest thereon at the rate of 6% from the date hereof until paid, and its cost of this action.

Dated at Tulsa, Oklahoma, this 9th day of October, 1958.

Noble C. Hood
NOBLE C. HOOD, CLERK
By *M. M. Cawing*

151 Geo. P. Striplin

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

Leon Aday,

Plaintiff, }

vs. }

Frank B. Thrasher,

Defendant. }

Civil No. 4543

FILED

OCT 9 - 1958

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

JUDGMENT

This action came on for trial before the court and a jury, the Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on October 9, 1958, having rendered a verdict for the plaintiff to recover of the defendant damages in the amount of Six Thousand Seven Hundred Eighty-two Dollars and Thirty-nine cents (\$6,782.39).

IT IS ORDERED AND ADJUDGED that the plaintiff, Leon Aday, recover of the defendant, Frank B. Thrasher, the sum of Six Thousand Seven Hundred Eighty-two Dollars and Thirty-nine cents (\$6,782.39), with interest thereon at the rate of 6% per annum from the date hereof until paid, and its cost of action.

Dated at Tulsa, Oklahoma, this 9th day of October, 1958.

Noble C. Hood
Noble C. Hood, Clerk

FILED

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

OCT 10 1958

Athele Annis Lentz,

Plaintiff,

vs.

Neal Sheldon Parks,

Defendant.

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

No. 4509 Civil

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, Athele Annis Lentz, and dismisses the above styled and numbered cause of action with prejudice to the bringing of a future action.

Dated this 7th day of October, 1958.

Athele Annis Lentz
Plaintiff

Jack L. Gaithe
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered cause of action be dismissed with prejudice this 10th day of October, 1958.

W. Roy H. Savage
United States District Judge

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

FILED

OCT 10 1958

Nora Davis,

Plaintiff,

vs.

Safeway Stores, Incorporated,
a corporation, and Robert Unruh,

Defendants.

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

No. 4538 Civil

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, Nora Davis, and dismisses the
above styled and numbered cause of action with prejudice to the bringing of
a future action.

Dated this 7 day of October, 1958.

Nora Davis
Plaintiff

[Signature]
Attorneys for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered
cause of action be dismissed with prejudice this 10th day of October, 1958.

[Signature]
United States District Judge

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

J. M. COX,

Plaintiff,

vs.

ANDREW BREDBLOVE,

Defendant.

No. 4343-Civil

FILED

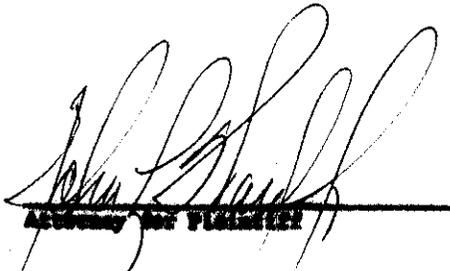
OCT 10 1958

ORDER OF DISMISSAL

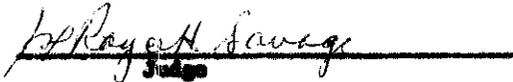
NOBLE C. HOOD
Clerk, U. S. District Court

NOW, on this 10th day of October, 1958, there came on for hearing the plaintiff's oral motion to dismiss the above captioned matter with prejudice. Plaintiff was represented by his attorney, John Ward, and the defendant was represented by his attorney, Alfred B. Knight. The Court finds that the plaintiff herein has made, executed and delivered to the defendant in full, final and complete settlement a release for any claims which he may have against the defendant and the Court hereby approves said release and settlement of the claim.

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



Attorney for Plaintiff



Judge



Attorney for Defendant

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Jess Allen, Jr.,
Plaintiff,
vs.
American Wrecking Co.,
a corporation,
Defendant.

Civil Action No. 4528

FILED

OCT 13 1958

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

JUDGMENT

This action came on for trial before the court and a jury, the Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on October 13, 1958 having rendered a verdict for the plaintiff to recover of the defendant damages in the amount of Four Thousand, Two Hundred Sixty-Two and 40/100 (\$4,262.40) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff, Jess Allen, Jr., recover of the defendant, American Wrecking Co., a corporation, the sum of Four Thousand, Two Hundred Sixty-Two and 40/100 (\$4,262.40) Dollars, with interest thereon at the rate of 6% per annum from the date hereof until paid, and his cost of action.

Dated at Tulsa, Oklahoma, this 13th day of October, 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

FRANCES M. ROBERTS,

Plaintiff,

vs.

NORMA LEWIS CROWSON and
MILTON H. LEWIS,

Defendants.

No. 4414 Civil

FILED

OCT 17 1958

FINDINGS OF FACT
AND CONCLUSIONS OF LAW

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

Now on this 1st day of October, 1958, there comes on for trial the above styled and numbered action, the plaintiff appearing in person and by her attorneys, Tucker & Boyd, by W. F. Tucker, Jr., and the defendants appearing in person and by their attorneys, Hardy & Hardy, by Milton W. Hardy and C. E. Allen, and the Court, having heard the evidence and considered the stipulations of the parties and being fully advised in the premises, finds the facts and states the conclusions of law as follows:

Findings of Fact

- (1) That the plaintiff, Frances M. Roberts, is a resident and citizen of the State of Massachusetts, and that the matter in controversy exceeds, exclusive of interest and costs, the sum of \$3,000.00.
- (2) That on the 21st day of April, 1942, Adolph Lewis, the father of the plaintiff and the defendants, died intestate, he being at the time of his death the owner of the following described property situated in the State of Oklahoma, County of Tulsa, to-wit:

Lot Four (4), Block Two (2), Aviation View
Subdivision to the City of Tulsa, Tulsa County,
State of Oklahoma, according to the recorded
plat thereof.
- (3) That the Last Will and Testament of Adolph Lewis, deceased, was duly admitted to probate on the 17th day of March, 1954, in the Probate Court of the County of Norfolk, State of

Massachusetts, and that on the 20th day of June, 1955, an authenticated copy of the Last Will and Testament of Adolph Lewis, deceased, was admitted to ancillary probate in the County Court of Tulsa County, Oklahoma, in Case No. 29926.

(4) That the will of the said Adolph Lewis, deceased, provided in part:

"2. I give and bequeath all of my property, whether personal or real, of whatsoever kind and nature, to my loving wife, Emma J. Lewis, to hold, use and dispose of as she may see fit during her life, and if any remain after her decease, then to my loving children, Frances Roberts, Norma Crowson and Milton H. Lewis."

(5) That on the 24th day of November, 1943, Emma J. Lewis conveyed to Frances M. Roberts by warranty deed the above described property which is the subject matter of this cause, said deed being recorded May 25, 1944, in the office of the County Clerk of Tulsa County, Oklahoma, in Book 1597 at Page 354.

(6) That the said Emma J. Lewis, mother of the plaintiff and the defendants, died a resident of Milton, Massachusetts, on the 16th day of May, 1944.

(7) That the said warranty deed was validly and unconditionally delivered to the plaintiff prior to the death of Emma J. Lewis.

(8) That the defendant, Norma Crowson nee Lewis, by Quit Claim Deed dated July 1, 1944, conveyed the property which is the subject matter of this cause to Frances M. Roberts nee Lewis, which Quit Claim Deed was filed for record May 26, 1950, in the office of the County Clerk of Tulsa County, Oklahoma, in Book 2094 at Page 643.

(9) That the plaintiff has been in open, notorious, continuous and undisputed possession of said property, adverse and hostile to the possession and claims of the defendants, since the 24th day of November, 1943.

(10) That no trust agreement concerning any of the property which is the subject matter of this cause existed between the plaintiff and the defendants; that the claims of the defendants

that they have some right, title and interest or estate in and to the said real property constitute a cloud upon the title of the plaintiff, and that the plaintiff is entitled to have her title in said real property quieted as against each and all of said defendants. That all of the allegations of the plaintiff's petition are true, and that the plaintiff is entitled to, and should have judgment as prayed for in her petition herein.

Conclusions of Law

(1) That on the 21st day of April, 1942, Adolph Lewis, father of the plaintiff and the defendants, died testate, he being at the time of his death the valid owner of the property hereinabove described.

(2) That upon the death of Adolph Lewis, the property passed to Emma J. Lewis, mother of the plaintiff and the defendants, to hold, use or dispose of as she might see fit during her life, and if any remain after her death, then to her loving children, Frances Roberts, Norma Crowson and Milton H. Lewis.

(3) That Emma J. Lewis, mother of the plaintiff and the defendants, validly conveyed during her lifetime the property that is the subject matter of this cause to Frances M. Roberts.

(4) That the deed from Emma J. Lewis to Frances M. Roberts was delivered during the lifetime of Emma J. Lewis and conveyed complete fee simple title to the above described property to the plaintiff, Frances M. Roberts.

(5) That the plaintiff, Frances M. Roberts, is the owner in fee simple and in actual and peaceable possession of the property above described, and that the title of the plaintiff thereto is valid and perfect and superior to any right, title, interest or estate claimed by the defendants herein or either of them, and that the defendants herein or either of them have no right, title or interest in and to said real estate.

(6) That the title and possession of the plaintiff in said real property should be forever settled and quieted in the

plaintiff as against all claims or demands by any and all of the defendants herein and those claiming by, through or under them, or any of them.

(7) That the defendants herein and each of them should be perpetually enjoined and forbidden to claim any right, title, interest or estate in or to the above described property, hostile or adverse to the possession and title of the plaintiff herein, or from disturbing the plaintiff in her peaceable and quiet enjoyment of said real estate.

(8) That judgment should be entered accordingly.

JUDGMENT

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the defendants have no interest, right, title or estate in or to the above described property that is the subject matter of this action, and that the title and possession of the plaintiff in said real property be, and the same is hereby forever settled and quieted in the plaintiff as against all claims or demands by any or all of the defendants herein and those claiming by, through or under them, or any of them.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendants herein and each of them be, and they are hereby perpetually enjoined and forbidden to claim any right, title, interest or estate in or to the above described real estate, hostile or adverse to the possession and title of plaintiff herein, and that said defendants herein and each of them are hereby perpetually enjoined and forbidden from commencing any suit to disturb the plaintiff herein in her possession of and title in and to the above described real estate, and from setting up any claim or interest adverse to the title of the plaintiff herein, and from disturbing plaintiff in her peaceable and quiet enjoyment of said real estate.

APPROVED

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

Attorney for Plaintiff

151 W. F. Tucker

Attorneys for Defendants

151 Milton W. Hardy
C. E. Allen by MWT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

Ralph W. Allison,
Plaintiff

vs

Atchison, Topeka & Santa
Fe Railway Company, a
Corporation,
Defendant

Civil Action No. 4541

FILED

OCT 17 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 October 17, 1958 having rendered a verdict for the plaintiff to recover of the defendant damages in the amount of Forty Thousand (\$40,000.00) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff, Ralph W. Allison, recover of the defendant, Atchison, Topeka & Santa Fe Railway Company, a Corporation, the sum of Forty Thousand (\$40,000.00) Dollars, with interest thereon at the rate of 6% per annum from the date hereof until paid, and his cost of action.

Dated at Tulsa, Oklahoma, this 17th day of October, 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

CHANDLER-FRATES-REITZ, a
co-partnership consisting of G. H.
CHANDLER, LEONARD A. REITZ, and
PAUL E. REITZ,

Plaintiff,

vs.

REPUBLIC DRILLING COMPANY,
a Texas Corporation,

Defendant.

No. 3936

FILED

OCT 24 1958

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

JOURNAL ENTRY OF JUDGMENT

Now, on this 24th day of October, 1958,
there came on for final hearing before the undersigned
United States District Judge the issues involved in the
original action as filed by the Plaintiff against the
Defendant; the Plaintiff appearing by its attorney, Richard
D. Gibbon, and Republic Drilling Company, a Texas Corpora-
tion, appearing by its Receiver, W. C. Barry, and his attor-
neys, John T. Gibson and Irvine E. Ungerman, and the Court
having heard the testimony of witnesses sworn and examined
in open court, finds that at the time of the filing of the
original action herein by the Plaintiff against the Defendant,
the Defendant was insolvent and was indebted to the Plaintiff
herein for unpaid Workmen's Compensation Insurance premiums
in the amount of \$ 9,786.15 that can be allowed as a
priority claim in this proceeding and that the balance of the
claim of the Plaintiff against the Defendant is entitled to
be considered as a general - unsecured claim in the amount
of \$ 7,395.71.

The Court further finds that by virtue of priority claims necessary to be paid as the result of the administration of this estate and for which approval was given by this Court on the 7th day of January, 1958, there now remains on hand and in the possession of the Receiver herein, the sum of \$ 1,194.80 that should be ordered and adjudged to be paid to the Plaintiff on its judgment against the Defendant, Republic Drilling Company, a Texas Corporation;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by this Court that the plaintiff have and recover judgment of and from the Defendant herein in the total sum of \$ 17,181.86; that of said amount allowed herein as judgment against the Defendant the sum of \$ 9,786.15 as a priority claim against the assets now in the hands of W. C. Berry, Receiver, herein.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by this Court that of the amount allowed as a priority claim herein that the Receiver be and he is hereby ordered to pay to the Plaintiff herein the sum of \$ 1,194.80, being the remaining funds in the hands of the Receiver herein, W. C. Berry.

151 Royal H. Savage

United States District Judge

APPROVED AS TO FORM:

Attorney for Plaintiff

John J. Gibson

Attorneys for W. C. Berry,
Receiver

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 88.95 Acres of Land, More or Less,)
 Situate in Osage County, Oklahoma,)
 and Cities Service Oil Company,)
 Inc., et al,)
)
 Defendants.)

Civil Action No. 4245

FILED

OCT 24 1958

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

J U D G M E N T

This cause, coming on for trial before me, Royce H. Savage,
Judge of this Court, on this 24th day of ^{Oct.} ~~July~~ 1958, and the plaintiff
appearing by ^{Robert S. Ringley} ~~Hayden Greenleaf~~, United States Attorney, and Hubert A. Marlow,
Assistant United States Attorney, for the Northern District of Oklahoma,
the defendants, Osage Tribe of Indians, being represented by G. Ellis Gable,
Jack N. Hays, and D. E. Martin; Slick Secondary Recovery Corporation, being
represented by Robert H. Neptune; Cities Service Oil Company, Inc., being
represented by R. O. Mason; and the Union Gas System, Inc., being represented
by Donald W. Stewart, the Court finds that:

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

Service of process has been perfected personally as provided by
Rule No. 71 A of the Federal Rules of Civil Procedure on all parties
defendant in this action.

The Acts of Congress set out in paragraph 2 of the Complaint
herein give the United States of America the right, power, and authority
to condemn for public use the land described in Exhibit A attached to the
Complaint filed herein. Pursuant thereto, on July 10, 1957, the United
States of America has filed its Declaration of Taking of such described
land and on October 23, 1958, has filed its Amended Declaration of
Taking of such described land, and title thereto should be vested in the
United States of America.

On July 10, 1957, there was deposited in the Registry of this Court as estimated compensation for the taking of lands described in the Complaint herein the sum of \$1,450.00, but none of such deposit has been disbursed.

The parties herein have agreed that the amount of just compensation due each defendant is as follows:

Osage Tribe of Indians	\$10,147.65
Slick Secondary Recovery Corp.	10,147.65
Cities Service Oil Company, Inc.	1,300.00
Union Gas System, Inc.	25.00

\$21,620.30

and that judgment should be rendered in these amounts.

A deficiency exists between the amount deposited as estimated just compensation and the amount agreed upon by the parties as just compensation; such deficiency being in the sum of \$20,170.30.

The Osage Tribe of Indians, Slick Secondary Recovery Corporation, Cities Service Oil Company, Inc., and the Union Gas System, Inc., are the only defendants asserting any interest in the estate condemned herein, they are the owners of such estate, and as such, are entitled to distribution of just compensation therefor.

It is Therefore ORDERED, ADJUDGED, AND DECREED that the United States of America has the right, power, and authority to condemn for public use the property described in Exhibit A attached to the Complaint filed herein, and such property to the extent of the estate indicated for the uses and purposes described in the Amended Declaration of Taking filed herein, is condemned and title thereto is vested in the United States of America, and all defendants herein and all other persons are forever barred from asserting any claim thereto.

It is Further ORDERED, ADJUDGED, AND DECREED that the right to just compensation for the estate taken herein is vested in the defendants, Osage Tribe of Indians, Slick Secondary Recovery Corporation, Cities Service Oil Company, Inc., and the Union Gas System, Inc., the amount of just compensation due each defendant as agreed by these parties is confirmed, and these defendants shall have and recover judgment against the United

States of America as follows:

Osage Tribe of Indians	\$10,147.65
Slick Secondary Recovery Corp.	10,147.65
Cities Service Oil Company, Inc.	1,300.00
Union Gas System, Inc.	25.00
	<u>\$21,620.30.</u>

The judgment recovered by these four defendants shall include interest on the \$20,170.30 deficiency between the amount deposited into Court and the amount of the total award at the rate of six percent per annum from date of taking, July 10, 1957, to the date of payment. Such interest shall be divided among the four judgment defendants as follows:

Osage Tribe of Indians - - - - -	.4693 of total amount of interest on deficiency
Slick Secondary Recovery Corporation - - -	.4693 of total amount of interest on deficiency
Cities Service Oil Company, Inc. - - - - -	.0602 of total amount of interest on deficiency
Union Gas System, Inc. - - - - -	.0012 of total amount of interest on deficiency.

The United States of America shall deposit with the Clerk of this Court the sum necessary to cover the deficiency of \$20,170.30 plus interest thereon as set out above. Upon receipt of this sum, the Clerk of this Court shall make distribution thereof according to the terms of this judgment.

(S) Royal N. Savage
U. S. DISTRICT JUDGE

Approved as to Form:

(S) Hayden Crawford
UNITED STATES OF AMERICA
By Hayden Crawford

(S) H. Ellis Gable

(S) Robert H. Neptune

(S) R. O. Mason

(S) Hubert G. Marlow

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

v.

52.04 Acres of Land, More or Less,
Situate in Nowata County, Oklahoma
and Maynard Stewart, et al, and
Unknown Owners,

Defendants.

Civil Action No. 4428

FILED

OCT 24 1958

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

JUDGMENT ON STIPULATION

Tract No. H-886

Now on this 24th day of October 1958, the United States of America, plaintiff herein, and J. H. Lyons and Mabel H. Lyons, his wife, stipulate and agree as to the just compensation which such defendants are entitled to receive as the true owners of the real estate involved in this proceeding; that the total amount to be received by such defendants as just compensation is the amount of \$2,800.00. The court finds that this agreement should be approved and judgment entered thereon.

The court further finds that upon the filing of the declaration of taking herein, the United States of America deposited \$1,600.00, as estimated just compensation for Tract No. H-886 and that the agreement herein fixes the just compensation at \$2,800.00 and that there exists a deficiency of \$1,200.00.

The court finds that the United States of America has and had the right to condemn the real estate involved in this proceeding as particularly described in the declaration of taking and that the estate taken by the United States is that described in paragraph 3 on page 2 of such declaration of taking.

The court further finds that such just compensation and the value of such real estate as fixed herein is determined and fixed as of the date of the declaration of taking in this proceeding and that the right to receive just compensation vested in the defendants ~~and~~ herein upon that date.

Title to such land vested in the United States on the filing of the declaration of taking herein and the amount of \$2,800.00 is the just compensation for such land in the condition in which it existed at the time of filing the declaration of taking herein.

It is therefore ORDERED, ADJUDGED AND DECREED that the agreement fixing just compensation herein as above set out is approved.

It is further ORDERED, ADJUDGED AND DECREED and deficiency judgment is hereby entered against the United States and in favor of these defendants in the total sum of \$1,200.00, and the United States is ordered to pay and to the registry of this court the deficiency of \$1,200.00 without interest and upon such payment the United States of America shall have discharged all liability for the payment of just compensation for Tract No. H-886, involved in this proceeding.

15/ Royce H. Lense

Judge, United States District Court

Approved:

15/ Hubert A. Malon

HUBERT A. MALON
Assistant U. S. Attorney

15/ Jean Charles Smith

Jean Charles Smith
Attorney for Defendants, J. R. Lyons
and Mabel H. Lyons, his wife

J. R. Lyons
Mabel H. Lyons

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

CHARLES E. RYND,

Plaintiff,

vs.

MIDWESTERN INSTRUMENTS, INC.,
a corporation,

Defendant.

No. 4505

FILED

OCT 24 1958

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

ORDER OF DISMISSAL

NOW, on this 24th day of October, 1958, it appearing that
the Plaintiff and Defendant have filed mutual Dismissals without prejudice,

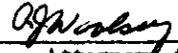
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff's
cause of action and the Defendant's counterclaim be and the same are here-
by dismissed without prejudice, at the cost of each movant.



JUDGE

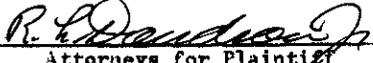
Ok as to form:

FARMER, WOOLSEY, FLIPPO & BAILEY

By 

Attorneys for Defendant

HOUSTON, KLEIN & DAVIDSON

By 

Attorneys for Plaintiff

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

PUBLIC SERVICE COMPANY OF OKLAHOMA,)
an Oklahoma corporation,)
)
Plaintiff,)

vs.)

Cause No. 4577)

A 100-foot wide easement and right-)
of-way for electric power transmission)
line purposes to be located upon, over)
and across certain tracts of land in)
Washington and Osage Counties, Okla-)
homa,)

AND)

The United States of America as a)
matter effecting the title to certain)
Cherokee and Osage Indian lands pre-)
viously allotted in fee with certain)
restraints on alienation and presently)
owned by restricted Cherokee and Osage)
Indians,)

AND)

Betsy Fields, now Grissom, Cherokee)
Roll No. 29116; William T. Thorne,)
Cherokee, not enrolled; William R.)
Thorne, Cherokee, not enrolled;)
Thomas V. Thorne, Cherokee, not en-)
rolled; Harry Sam, Cherokee, not)
enrolled; Rider Sam, Cherokee, not)
enrolled; Frank Raley, guardian of)
George Daniels, Osage, not enrolled;)
George King, Jr., Osage, not enrolled;)
Georgianna Gray Robinson, Osage, not)
enrolled; William F. McFadden, guar-)
dian of John F. Whitetail, Osage Roll)
No. 2756; Evelyn Onhand, now Crowe,)
Osage, not enrolled; Lorena Wood,)
now Glenn, Osage, not enrolled; and)
William McKinley, Osage, not enrolled.)

Defendants.)

FILED

OCT 24 1958

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

FINAL DECREE AUTHORIZING TAKING
IN CONDEMNATION

Now, on this the 24th day of October, 1958, this cause comes on for hearing pursuant to Order of this Court entered September 25th, 1958. Plaintiff appearing by its attorney, Robert L. Lawrence and Defendants appearing by Robert S. Rizley, United States Attorney for the Northern District of the State of Oklahoma.

All parties having announced ready for hearing, the Court's attention was drawn to each and everyone of the following pleadings heretofore filed in this proceeding, to-wit:

The Complaint and Application for Order directing manner of service, verified under oath; Order of this Court dated September 25, 1958, directing manner of service of Notice; Notice by the Clerk of the Court to the Superintendent, Osage Indian Agency, Bureau of Indian Affairs, Department of the Interior, Pawhuska, Oklahoma, and to Area Director, Muskogee Area Office, Bureau of Indian Affairs, Department of the Interior, Muskogee, Oklahoma, and to Betsy Fields, now Grissom, Cherokee Roll No. 29116; William T. Thorne, Cherokee, not enrolled; William R. Thorne, Cherokee, not enrolled; Thomas V. Thorne, Cherokee, not enrolled; Harry Sam, Cherokee, not enrolled; Rider Sam, Cherokee, not enrolled; Frank Raley, Guardian of George Daniels, Osage, not enrolled; George King Jr., Osage, not enrolled; Georgianna Gray Robinson, Osage, not enrolled; William F. McFadden, Guardian of John P. Whitetail, Osage, Roll No. 1756; Evelyn Onhand, now Crowe, Osage, not enrolled; William McKinley, Osage, not enrolled; and Lorena Wood, now Glenn, Osage, not enrolled; Notice to the Attorney General of the United States, Washington, D. C., and the United States Attorney for the Northern District of Oklahoma by attorneys for Plaintiff; Affidavit of Service of Notice and Mailing of Notice executed under oath by C. H. Brown, Agent and Robert L. Lawrence, Attorney, for Plaintiff and the U. S. Marshall.

Defendant introduced testimony relative to the damages suffered by parties in interest in and to the land herein sought to be condemned and which will result from appropriation by Plaintiff of a perpetual easement and right-of-way for an electric transmission power line all as hereinafter more particularly set out; and,

Whereupon Plaintiff by and through its attorney in open court waives its right to appointment of Commissioners and to file in this proceeding a written demand for jury trial, and the Defendants, by and through their attorney, in open Court, waive their right to appointment of Commissioners and dismiss their written Demand for trial by Jury heretofore filed herein, and thus being fully advised in the premises,

THE COURT FINDS: That the matters set out in the verified Complaint herein filed by Plaintiff are true and correct and said Plaintiff, a corporation organized under the laws of the State of Oklahoma, authorized and qualified to furnish light, heat and power by electricity, engaged in the generation and production of electricity for light, heat and power purposes and for the distribution and sale thereof throughout Eastern and Southwestern Oklahoma, characterized by the laws of the State of Oklahoma as a public service corporation, and operating as such, is therefore authorized, by the laws of the state of Oklahoma, to exercise the right of eminent domain to acquire rights-of-way for electric power transmission and distribution and it further appearing that the taking and use of an easement and right-of-way for said purposes is a taking and use for a public purpose and that said Plaintiff should be granted the relief prayed in its said Complaint; and that this Court has proper jurisdiction of this cause by reason of the act of Congress of March 3, 1901, Chap. 832, §3, 31 Stat. 1084, 25 USCA §357; and that notice of this proceeding has been served according to law and order of this Court upon all parties in interest in and to the land involved herein, including the United States of America which is an interested party by reason of the fact that this matter effects the title to certain Cherokee and Osage Indian lands previously allotted in fee with certain restraints on alienation which are still in effect with respect to said land; that all necessary

parties to this cause are now properly before the Court for final disposition of this proceeding; that all parties hereto have waived their right to appointment of Commissioners and their right to file a written demand for jury trial or have dismissed same and have joined with Plaintiff in praying that final desposition be made of this proceeding and that the Court make its findings with respect to damage; that the easement and right-of-way sought to be condemned by Plaintiff herein will not, in any manner, constitute a burden or encumbrance upon the mineral interests in said land involved herein.

THE COURT FINDS that the description of the land, upon, over and across which Plaintiff seeks herein to condemn said Easement and right-of-way together with the owners thereof, Defendants herein and the reasonable and adequate damages occuring to saidlands as a result of said appropriation of said Easement and right-of-way is as follows:

Tract No. 1:

Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-five (25), Township Twenty-seven North (T27N), Range Twelve East (R12E), in Washington County, Oklahoma, an easement 100 feet in width about a center line running as follows:

Entering said tract at a point approximately 452 feet North of the Southeast corner thereof, running in a Westerly direction on a straight line and leaving said tract at a point approximately 452 feet North of the Southwest corner thereof. Traversing said tract a total distance of approximately 80 rods. Including the location of two type "A" or straight through H-frame structures.

To the owner thereof, Betsy Fields, now Grissom, Cherokee Roll No. 29116,
TOTAL DAMAGES AWARDED: one hundred forty - Dollars (\$ 140.00)

Tract No. 2:

Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 25, Township 27 North, Range 12 East, Washington County, Oklahoma, an easement 100 feet in width about a center line as follows:

Entering said tract at a point approximately 452 feet North of Southeast corner thereof, running in a Westerly direction on straight line, distance of approximately 354 feet, thence 22°31' left and continuing on a straight line a distance of approximately 928 feet, thence 21°10' right and continuing on a straight line, leaving said tract approximately 80' North of the Southwest corner thereof. Traversing said tract a total distance of approximately 80.8 rods.

Including the location of two (2) type "D" angle structures and one (1) type "A" or straight-through H-frame structure.

To the owners thereof, William T. Thorne, Cherokee (NE), William R. Thorne, Cherokee (NE), and Thomas V. Thorne, Cherokee (NE),

TOTAL DAMAGES AWARDED:

One Hundred Sixty Dollars (\$160.00).

Tract No. 3:

South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-six (26), Township Twenty-seven North (T27N), Range Twelve East (R12E), Washington County, Oklahoma, an easement 100 feet in width about a center line running as follows:

Entering said tract at a point approximately 70 feet North of the Southeast corner thereof, running in a Westerly direction on a straight line and leaving said tract at a point approximately 50 feet North of the Southwest corner thereof. Traversing said tract a total distance of approximately 48.4 rods.

Including the location of two type "A" or straight through H-frame structures.

To the owners thereof, Harry Sam, Cherokee (NE) and Rider Sam, Cherokee (NE),

TOTAL DAMAGES AWARDED:

Ninety-three Dollars (\$93.00).

Tract No. 4:

East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Twenty-seven North (T27N), Range Twelve East (R12E), in Osage County, Oklahoma, an easement 100 feet in width about a center line running as follows:

Entering said tract at a point approximately 1,140 feet South of the Northeast corner thereof, running in a Westerly direction on a straight line and leaving said tract at a point approximately 1,140 feet South of the Northwest corner thereof. Traversing said tract a total distance of approximately 80 rods.

Including the location of three type "A" or straight through H-frame structures.

To the owner thereof, Frank Raley, Guardian of George Daniels, Osage (NE),

TOTAL DAMAGES AWARDED:

One Hundred Fifty Dollars (\$150.00).

Tract No. 5:

Southeast Quarter (SE $\frac{1}{4}$) and Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-seven North (T27N), Range Eleven East (R11E), Osage County, Oklahoma, an easement 100 feet in width about a center line running as follows:

Entering said tract at a point approximately 1,045 feet South of the Northeast corner thereof, running in a Westerly direction on a straight line, and leaving said tract at a point approximately 1,045 feet South of the Northwest corner thereof. Traversing said tract a total distance of approximately 240 rods.

Including the location of six type "A" or straight through H-frame structures.

To the owner thereof, George King, Jr., Osage (NE)

TOTAL DAMAGES AWARDED:

Four Hundred Twenty ---Dollars (\$420.00)

Tract No. 6:

Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-three (33), in Township Twenty-seven North (T27N), Range Ten East (R10E), Osage County, Oklahoma, an easement 100 feet in width about a center line running as follows:

Entering said tract at a point approximately 480 feet North of the Southeast corner thereof, running in a Westerly direction on a straight line a distance of approximately 1007 feet, thence 1⁰40' right continuing on a straight line and leaving said tract at a point approximately 558 feet North of the Southwest corner thereof. Traversing said tract a total distance of approximately 162 rods.

Including the location of three type "A" or straight through H-frame structures.

To the owner thereof, Georgianna Gray Robinson, Osage (NE),

TOTAL DAMAGES AWARDED:

Two Hundred Seventy-three ---Dollars (\$273.00)

Tract No. 7:

Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-one (31), Township Twenty-seven North (T27N), Range Ten East (R10E), Osage County, Oklahoma, an easement 100 feet in width about a center line running as follows:

Entering said tract at a point approximately 950 feet North of the Southeast corner thereof, running in a Westerly direction on a straight line and leaving said tract at a point approximately 1,100 feet North of the Southwest corner thereof. Traversing said tract a total distance of approximately 160.6 rods.

Including the location of five type "A" or straight through H-frame structures.

To the owner thereof, William F. McFadden, Guardian of John P. Whitetail, Osage, Roll No. 1756,

TOTAL DAMAGES AWARDED:

Two Hundred Ninety — Dollars (\$ 290.00)

Tract No. 8:

Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-seven North (T27N), Range Nine East (R9E), Osage County, Oklahoma, an easement 100 feet in width about a center line running as follows:

Entering said tract at a point approximately 943 feet North of the Southeast corner thereof, running in a Westerly direction on a straight line and leaving said tract at a point approximately 956 feet North of the Southwest corner thereof. Traversing said tract a total distance of approximately 160 rods.

Including the location of five type "A" or straight through H-frame structures.

To the owner thereof, Evelyn Onhand, now Crowe, Osage (NE),

TOTAL DAMAGES AWARDED:

Two Hundred Ninety — Dollars (\$ 290.00)

Tract No. 9:

Southeast Quarter of Section Thirty-six (36), in Township Twenty-seven North (T27N), Range Seven East (R7E), in Osage County, Oklahoma, an easement 100 feet in width about a center line running as follows:

Entering said tract at a point approximately 120 feet North of the Southeast corner thereof, running in a Westerly direction on a straight line and leaving said tract at a point approximately 125 feet North of the Southwest corner thereof. Traversing said tract a total distance of approximately 160 rods.

Including the location of four type "A" or straight-through H-frame structures.

To the owner thereof, William McKinley, Osage (NE)
5/6ths interest - 1/6th interest not restricted,

TOTAL DAMAGES AWARDED:

Two Hundred Thirty-three + 34/100 Dollars (\$ 233.34).

Tract No. 10:

Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$)
of Section Thirty-six (36), Township Twenty-seven
North (T27N), Range Six East (R6E), Osage County,
Oklahoma, an easement 100 feet in width about a center
line running as follows:

Entering said tract at a point approximately 130 feet
North of the Southeast corner thereof, running in a
Westerly direction on a straight line and leaving said
tract at a point approximately 161 feet North of the
Southwest corner thereof. Traversing said tract a
total distance of approximately 80 rods.

Including the location of two type "A" or straight
through H-frame structures.

To the owner thereof, Lorena Wood, now Glenn, Osage (NE)

TOTAL DAMAGES AWARDED:

One Hundred Forty — Dollars (\$ 140.00).

THE COURT FURTHER FINDS that the nature of the property and
the rights with respect to said lands so to be taken and the uses
for which such property is to be taken are:

A perpetual easement and right-of-way 100 feet in
width across said lands for the construction, oper-
ation, maintenance and reconstruction or removal of
a line of double pole H-frame structures carrying
three conductors and two shield wires having initial
nominal voltage of 66 KV and other necessary fixtures
and appertenances, including the special structures,
for the transmission of electric power and energy at
any pressure and in any quantity desired by Plaintiff,
and including the transmission of telephone and/or
telegraph messages and impulses necessary in the oper-
ation and maintenance of Plaintiff's system at any

time and including the perpetual right and privilege of ingress and egress for the construction, operation, maintenance, reconstruction or removal of said electric power transmission line; also the perpetual right and privilege to cut, trim or remove trees or brush within a distance of fifty (50) feet from the center line of said transmission line and to prohibit the placement and/or remove any other objects at any time which may, in Plaintiff's judgment, interfere with or endanger the electric power transmission line or the construction, operation, maintenance or reconstruction thereof; BUT RESERVING, to the owners of said lands, their heirs and assigns, the right to make any use of said lands included within the said 100-foot easement and right-of-way that does not interfere with or endanger the construction, operation, or maintenance of said electric power transmission line.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the entry upon and taking forthwith of said perpetual easement and right-of-way as found and described above herein, upon, over and across said land as hereinbefore set out, by Plaintiff, for construction, operation, maintenance, reconstruction, or removal of this electric power transmission line, all as prayed for in said Complaint, is hereby authorized and confirmed in all things and said Plaintiff, Public Service Company of Oklahoma, is hereby vested with said perpetual easement and right-of-way together with perpetual right of ingress and egress, all free and clear of any and all claims of Defendants herein who are hereby perpetually enjoined and barred from hereafter claiming adversely to Plaintiff's said rights, privileges and estate ordered, adjudged, decreed and granted herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff pay into depository of this Court the sum of Two Thousand One Hundred Eighty-nine + $\frac{3}{100}$ Dollars (\$2,189.34) as damages and the Clerk of this Court thereafter make payable to the Treasurer of the United States of America and transmit to the Superintendent of the Osage Indian Agency, Bureau of Indian Affairs, Department of the Interior, Pawhuska, Oklahoma, the sum of Three Hundred Ninety-three Dollars (\$393.00), to be there distributed to, or for the use of, the owners of Tracts 1, 2 and 3 according to their interests as hereinbefore set out. The Clerk of this Court shall make payable to the Treasurer of the United States of America and transmit to the Area Director, Muskogee Area Office, Bureau of Indian Affairs, Department of the Interior, Muskogee, Oklahoma, the balance of said funds, being the sum of One thousand Seven Hundred Ninety-nine + $\frac{3}{100}$ Dollars (\$1,798.34), to be there distributed to and for the use of the owners of Tracts 4, 5, 6, 7, 8, 9, and 10, according to their interests as hereinbefore set out, all as provided by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the damages awarded herein shall not be construed as concluding the rights of any defendant, to the extent of their interests therein, if entitled to claim, sue for and recover damages if any that may occur during the process of construction and maintenance of said electric power transmission line and further that the perpetual easement and right-of-way taken by Plaintiff and described herein and the operation of said electric power transmission line will not, in any way, constitute a burden or encumbrance upon the mineral interest in said land.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the cost of this proceeding be taxed against the Plaintiff and the case be closed.

Royce H. Savage
Royce H. Savage, Judge of the
United States District Court for
the Northern District of Oklahoma.

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

WASHINGTON FIRE AND MARINE)
INSURANCE COMPANY,)
)
Plaintiff,)
)
vs.)
)
LEROY SMITH, dba LERUE CONSTRUCTION)
COMPANY and J. E. DACY,)
)
Defendants.)

Civil Action
No. 4350

FILED

OCT 27 1958

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

ORDER OF DISMISSAL

NOW, on this 27th day of October, 1958, it appearing
that Plaintiff has filed its Motion to Dismiss with Prejudice,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that said cause
of action of the Plaintiff be and the same is hereby dismissed with prejudice,
at the cost of the Plaintiff.

Ray H. Savage
JUDGE

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

DEWEY SUPPLY COMPANY,
a corporation,

Plaintiff,

-vs-

MARTS OIL COMPANY, INC., a
corporation; DIADEN MINES
LIMITED, a corporation, and
A. L. MARTS,

Defendants,

CARDWELL INVESTMENT COMPANY,
INC.,

Intervenor.

No. 4415

FILED

OCT 28 1958

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

JOURNAL ENTRY OF JUDGMENT

Based upon the Findings of Fact and Conclusions of Law made and entered herein on the 23rd day of July, 1958, IT IS ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That plaintiff, Dewey Supply Company, a corporation, have and recover of and from the defendant Marts Oil Company, Inc. and A. L. Marts, an individual, jointly and severally, the sum of \$33,034.59 with interest thereon at the rate of six percent per annum from January 8, 1957 until paid.

2. The intervenor Cardwell Investment Company, Inc., have and recover of and from the defendant Marts Oil Company, Inc., the sum of \$29,380.36, with interest thereon at the rate of six percent per annum from March 1, 1958 until paid, together with a judgment for attorney fees in favor of said intervenor against the defendant Marts Oil Company, Inc., in the amount of \$2,000.00.

3. The intervenor Cardwell Investment Company, Inc., has a good and valid first mortgage lien as alleged in its answer and cross-complaint against and upon the following described oil and gas leasehold estates, situated in Washington County, State of Oklahoma, to-wit:

An undivided 1/4th interest in and to that certain oil and gas lease dated March 16, 1954 from Joe Holland and Jewell E. Holland, as lessees, covering the following described real estate, to-wit:

Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), Section Twenty-two (22), Township Twenty-Eight (28) North, Range Thirteen (13) East, Washington County, State of Oklahoma.

An undivided 7/8ths working interest in and to that certain oil and gas lease dated March 2, 1953 from Bessie L. Brown, as lessee, insofar as said lease covers:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-two (22), Township Twenty-Eight (28) North, Range Thirteen (13) East, Washington County, State of Oklahoma.

4. That the plaintiff, Dewey Supply Company, a corporation, has a good and valid materialman's lien against and upon the following described oil and gas leasehold estate situated in Washington County, State of Oklahoma, to-wit:

Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), Section Twenty-Two (22), Township Twenty-Eight (28) North, Range Thirteen (13) East, Washington County, State of Oklahoma,

to secure that portion of the judgment rendered herein in the amount of \$21,662.97 filed in the office of the District Court of Washington County, State of Oklahoma, on or about February 12th, 1957.

5. That the materialman's lien herein described and decreed in favor of the plaintiff Dewey Supply Company is subject

to and inferior to the first mortgage lien held by Cardwell Investment Company, Inc., covering the oil and gas leasehold estate described in paragraph 3 herein.

6. That the respective liens held by Cardwell Investment Company, Inc., and Dewey Supply Company, a corporation, against the above described oil and gas leasehold estates including equipment, fittings, machinery and equipment, personal property situated thereon pertaining to the finding and producing of oil and gas, should be and the same are hereby foreclosed and that upon failure of the defendant Marts Oil Company, Inc. to satisfy said judgments in favor of said plaintiff and intervenor, including interest, attorney fees and costs as herein awarded, that said property and property rights therein be sold as provided by law, and that the proceeds arising from said sale be applied as follows, to-wit:

(a) In payment of the costs of said sale and the costs of this action;

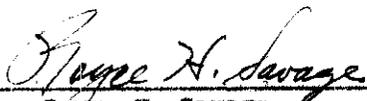
(b) In payment to intervenor Cardwell Investment Company, Inc. the sum of \$29,380.36 together with interest thereon at the rate of 6% per annum from March 1, 1958 and attorney fees in the amount of \$2,000.00;

(c) In payment to plaintiff Dewey Supply Company the sum of \$21,662.97 with interest thereon at the rate of 6% per annum from February 12, 1957 until paid;

(d) In the event any sum is recovered in excess of the aforesaid judgments, including interests and costs, the sum should be paid unto the Clerk of this Court to be held pursuant to further order of this Court.

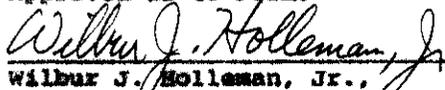
(e) Execution shall issue in favor of the respective plaintiff, Dewey Supply Company, a corporation, and intervenor, Cardwell Investment Company, Inc., as against the defendant Marts Oil Company, a corporation, and the execution shall issue

individually in favor of Dewey Supply Company, a corporation,
against the defendant A. L. Marts individually for any balance
remaining unpaid after the foreclosure and sale of the oil and
gas leasehold estates described aforesaid.



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

Approved as to Form:



Wilbur J. Holleman, Jr.,
Attorney for Plaintiff,
Dewey Supply Company, a corp.



Charles Dunn,
Attorney for Defendants
Marts Oil Company, Inc., a corp.,
and A. L. Marts.



William K. Powers,
Attorney for Intervenor
Cardwell Investment Company, Inc.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States Fidelity and Guaranty
Company, a Corporation,

Plaintiff,

vs.

Tom Childers, d/b/a C & G Construction
Company, G. C. Nordstrom, et al,

Defendants.)

Civil No. 4470

FILED

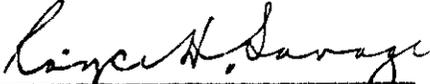
OCT 28 1958

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

O R D E R

NOW, on this ^{18th} day of ^{July} ~~October~~, 1958, this matter
coming on for hearing on motion of the United States of America
to dismiss this cause as to the United States and upon the grounds
set forth in the motion,

IT IS ORDERED that this cause be and the same hereby is
dismissed as to the United States of America.


Lincolnton H. Savage
U.S. DISTRICT JUDGE

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

GENERAL CASUALTY COMPANY OF AMERICA,
a foreign corporation,

Plaintiff,

-vs-

GUSTAVE F. KELLER and HELENE R. KELLER,

Defendants.

No. Civil 4851

FILED

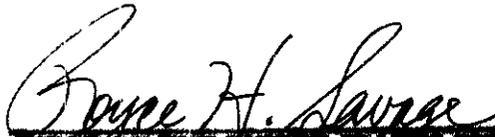
OCT 28 1958

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

JUDGMENT

This cause came on for trial on this 28th day of October, 1958, at which time the parties appeared by their counsel of record. The Court after being advised in the premises made findings of fact and conclusions of law and finds that judgment should be entered in favor of the plaintiff and against the defendants and each of them, adjudicating and decreeing that the plaintiff has discharged all of its liability to the defendants and their counsel arising out of and occasioned by Insurance Policy No. 156 CA 142068 and that all causes of action heretofore accrued and that all controversies between the parties are now barred and extinguished by compromise and settlement.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, General Casualty Company of America, has discharged all of its liability to the defendants and each of them arising out of an automobile accident occurring on October 15, 1952, on U. S. Highway 66 near Stroud, Oklahoma, and has discharged all of its liability arising out of and occasioned by Insurance Policy No. 156 CA 142068 issued by the plaintiff to the defendant, Gustave F. Keller, covering one 1950 Buick automobile, and that the plaintiff be and is hereby exonerated of and from all further liability to the defendants and each of them and their attorneys to go hence without day.



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

APPROVED:

**DOUGHERTY, ARNOLD, PHILIPP & MURRAY and
SANDERS & McELROY**

By: David H. Sanders
Attorneys for Plaintiff.

**JAMES BRISCOLL, SYDNEY EISENBERG and
JOE FRANCIS**

By: Joe Francis
Attorneys for Defendants.

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

THE FIDELITY & CASUALTY COMPANY
OF NEW YORK, A NEW YORK CORPORATION,

Plaintiff

vs.

BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY, OKLAHOMA, ET AL

Defendants

CIVIL NO. 4191

FILED

OCT 29 1958

J U D G M E N T

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

NOW ON THIS the 3rd day of October, 1958 there comes on to be heard the motion of the defendant, Board of County Commissioners of Tulsa County, Oklahoma to dismiss amended complaint, the combined motions of the defendant, Citizens State Bank, and the motion to strike and the motion to dismiss of the defendant National Bank of Tulsa and the court after having heard the argument of counsel representing all of the parties to this action makes and enters this judgment and final order.

IT IS ORDERED that the second ground of the motion to strike of the defendant, National Bank of Tulsa be sustained by striking from the amended complaint the first two (2) complete sentences on page 5 thereof which begin with the words "And in this connection" and which end with the words "will cause no loss whatsoever to them".

IT IS FURTHER ORDERED that the amended complaint and that the cross complaint contained in the answer of the defendant, National Bank of Tulsa are, and each of them is dismissed on the sole grounds that this action is prematurely brought and that the court in its discretion refuses to take jurisdiction of this action.

IT IS FURTHER ORDERED that this judgment shall not be Res Judicate on any issue that has been raised or that could be raised in this action.

IT IS FURTHER ORDERED that the Clerk of this court refund to the plaintiff the FIVE THOUSAND DOLLARS (\$5,000.00) heretofore deposited with the Clerk of this court.

JUDGE.

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

BERNARD N. DORN,

Plaintiff,

vs.

WILLIAM B. PRUGH, individually and
as Trustee of Oklahoma-Texas Trust,
et al.,

Defendants,

No. 4375 - Civil

FILED

OCT 29 1958

NOBLE C. HOOD

Clerk, U. S. District Court

JOURNAL ENTRY OF JUDGMENT

The above entitled action came on for trial before the Court without a jury on the 28 day of October, 1958; plaintiff appearing by one of its attorneys, Philip N. Landa, and the defendants appearing by J. B. Houston and R. L. Davidson, Jr., and the Court, having filed its findings of fact and conclusions of law and order for judgment, now pursuant to order for judgment it is hereby:

ORDERED AND ADJUDGED that Oklahoma-Texas Trust, a common law trust organized under the laws of the State of Oklahoma have judgment against the defendants, William B. Prugh and the Estate of J. Dewey Land in the sum of \$25,525.11, with interest from date until paid and the expenses of litigation and cost of this action in the amount of \$4,568.30.

IT IS ORDERED AND ADJUDGED that Philip N. Landa and Witts, Geary, Hamilton & Brice, as Attorneys for the plaintiff, out of said funds are to be paid an attorneys' fee in the amount of \$ 8500⁰⁰ together with the expenses of litigation and court cost in the sum of \$4,568.30.


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

allowing the credits set out in Exhibit "A", and the additional credit of \$6,252.68 paid to plaintiff on May 24, 1958, and an additional credit of \$1,389.48 paid to plaintiff on June 17, 1958, there is due and owing to plaintiff for said materials and supplies the sum of \$27,395.82, and that the plaintiff, Dant & Russell, Inc., a corporation, is entitled to a judgment of \$27,395.82, with interest at the rate of 6% per annum from June 17, 1958, against the defendant, Anchor Lumber and Supply Company, a corporation; and that said indebtedness is not subject to intangible taxes under the laws of the State of Oklahoma.

2. The Court finds that the defendants, William M. Thomas, Albert G. Kulp, and Leo T. Gibson, executed and delivered to the plaintiff, Dant & Russell, Inc., a corporation, the written guarantee agreement, Exhibit "B" attached to the plaintiff's Complaint, wherein said defendants guaranteed the payment of all materials and supplies sold and delivered by plaintiff to Anchor Lumber and Supply Company and used by Insured Investments, Inc., for residential construction in Wichita, Kansas, and the Court finds that the materials and supplies sold and delivered to Anchor Lumber and Supply Company, and described in the invoices referred to in Exhibit "A" of plaintiff's Complaint, were used by Insured Investments, Inc., in residential construction in Wichita, Kansas, and that under the terms of said guarantee agreement the plaintiff is entitled to a judgment in the sum of \$27,395.82, with interest thereon at 6% per annum from June 17, 1958, against the defendants, William M. Thomas, Albert G. Kulp, and Leo T. Gibson, and each of them.

Said guarantors thereupon moved the Court to require the plaintiff to first proceed against the defendant, Anchor Lumber and Supply Company, and the Court finds said motion to be well taken and that it should be sustained.

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

1. That the plaintiff, Dant & Russell, Inc., a corporation, have and recover judgment, against the defendant, Anchor Lumber and Supply Company, a corporation, as principal and against the defendants, and each of them as guarantors, William M. Thomas, Albert G. Kulp, and Leo T. Gibson, in the sum of \$27,395.82, together with interest thereon at 6% per annum from June 17, 1958, until paid, and for its costs.

2. That the judgment creditor shall first proceed by execution against the defendant, Anchor Lumber and Supply Company, a corporation, and in the event execution is thereafter returned with the judgment still unsatisfied, then execution shall issue against the other judgment debtors above named.

3. Judgment is hereby rendered in favor of the guarantors, William M. Thomas, Albert G. Kulp and Leo T. Gibson against the principal, Anchor Lumber and Supply Company for subrogation and indemnity, and against each other for exoneration and contribution.

181 Royce H. Savage
U. S. DISTRICT JUDGE

APPROVED AS TO FORM:

18 Pat Malloy
Pat Malloy

18 R. P. Colley
R. P. Colley
Attorneys for Plaintiff

18 Irvine E. Ungerman
Irvine E. Ungerman
Attorney for Anchor Lumber and Supply Company
Attorney for William M. Thomas

18 Milton W. Hardy
Milton W. Hardy
Attorney for Albert G. Kulp

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

J. A. Ervin,

Plaintiff,

vs.

Hamco Oil and Drilling Company,
a corporation,

Defendant

Case No. 4525 Civil

FILED

OCT 29 1958

JOURNAL ENTRY OF DISMISSAL

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

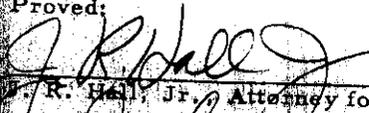
Whereas a pre-trial conference was held and presided over by the Honorable Judge of this court on the 7th day of August, 1958, at which time were present J. R. Hall, Jr., appearing as counsel for the plaintiff, and Arthur Meyer, appearing as counsel for the defendant, and upon the conclusion of which conference counsel for the plaintiff was granted leave by this court to file a brief on the question of whether the owners of the land are indispensable parties to this action, such brief to be filed on or before the 15th day of September, 1958;

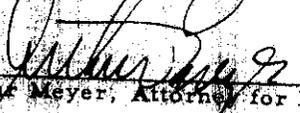
And whereas the plaintiff has failed to show to the satisfaction of this court that the land owners are not essential parties to this litigation;

IT IS THEREFORE ORDERED BY THIS COURT: That the above entitled and captioned complaint be, and the same is hereby ordered dismissed, and the defendant discharged at the cost of the plaintiff.


United States District Judge

Proved:


J. R. Hall, Jr., Attorney for Plaintiff


Arthur Meyer, Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

CIVIL NO. 4580

177 Cases, each containing 12 cans article
labeled in part "Tomato Juice Reagan's
Brand, net contents 1 Qt. 14 fl. oz., pack-
ed by Southern Foods Canning Company" ---
cans coded "8160", "8161", "8162", and
"8163", "Tomj.",

Claimant.

FILED

OCT 29 1958

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

DECREE OF CONDEMNATION

On October 8, 1958, a libel of information against the above described article was filed on behalf of the United States of America. The libel alleged that the article proscribed against is an article of food which was introduced into interstate commerce in violation of the Federal Food, Drug, and Cosmetic Act, and was 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 decomposed tomato material.

The aforesaid article is in the possession of Scrivner-Stevens Company, 2915 East Apache, Tulsa, Oklahoma, within the jurisdiction of this court.

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

NOW, THEREFORE, on motion of Robert S. Hixley, United States 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 FURTHER ORDERED, ADJUDGED AND DECREED on like motion that the article so seized is adulterated within the meaning of the Federal Food, Drug, and Cosmetic 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 decomposed tomato material, and is condemned as forfeited to the United States and the United States Marshal in and for the Northern District of Oklahoma do forthwith destroy the same and make return of his action to this court.

DATED this 29th day of October, 1958.

U. S. DISTRICT JUDGE

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

William E. Rutledge, Trustee of
estate of Clifford Bowman, Bankrupt,
Plaintiff,

vs.

Oklahoma Hardware Company, a corporation,
Defendant.

No. 4540

FILED

OCT 31 1958

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

J U D G M E N T

At Tulsa, Oklahoma in said district this 31st day of October, 1958 this matter comes on for hearing in due course, the plaintiff appearing by his attorney, F. Paul Thieman, Jr. and the defendant appearing by its attorney, Norman E. Reynolds, Jr., and evidence being heard, and it being ascertained that the transfer set forth in plaintiff's complaint was preferential and it further being determined that the value of the property transferred was \$500.00 and a judgment should be granted for the plaintiff against the defendant for \$500.00, and for good cause shown,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that judgment be rendered on behalf of the plaintiff herein against the defendant, Oklahoma Hardware Company, a corporation, for \$500.00 and costs of this action.

/s/ ROYCE H. SAVAGE
United States District Judge

O.K.

/s/ F. PAUL THIEMAN
Attorney for Plaintiff

/s/ NORMAN E. REYNOLDS, JR.
Attorney for Defendant

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

WILLIAM E. RUTLEDGE, Trustee of the
Estate of Jackson Mortimer Nafe,
a Bankrupt,

Plaintiff,

vs.

C. R. JOHANSEN and JANE JOHANSEN,

Defendants..

No. 4366

FILED

NOV - 3 1958

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

D E C R E E

Judgment is hereby entered for the defendants and against
the plaintiff in conformity with findings of fact and conclusions
of law filed herein on this date.

DATED this 3rd day of November, 1958.


JUDGE

EXHIBIT "A" TO STIPULATION

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

SIMONS COMPANY,
Plaintiff

vs.

VANDEVER DRY GOODS CO. (INC.)

and

SLIMBER-WUNDER PRODUCTS, INC.
EDGAR E. KOPP,
LEO KOPP, and
BELLA KOPP,

Defendants

Civil Action No. 4347

FILED
IN OPEN COURT

NOV - 6 1958

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

FINAL JUDGMENT AGAINST DEFENDANT
VANDEVER DRY GOODS CO. (INC.)

This case having come on to be heard upon the Complaint and the Answer thereto of Defendant Vandever Dry Goods Co. (Inc.), and upon the representations of counsel for Plaintiff and counsel for Defendant Vandever Dry Goods Co. (Inc.) that all matters in controversy between Plaintiff and said Defendant have been settled,

It is hereby Ordered, Adjudged and Decreed that:

1. The trademark BEAUTYREST and the United States Registrations thereof, Nos. 207,821 and 512,535, are valid;

2. Plaintiff is the exclusive owner of said trademark and said registrations, and of all rights pertaining thereto in respect of the use of said trademark for bedding, furniture and related products throughout the United States;

3. The notation BODYREST is confusingly similar to Plaintiff's trademark BEAUTYREST when used in connection with the sale of products, the same as, or related to, products on which Plaintiff has used said trademark BEAUTYREST;

4. Defendant Vandever Dry Goods Co. (Inc.) has infringed upon the rights of Plaintiff in said trademark and said trademark registrations by using the notation BODYREST in connection with the sale, offering for sale, and advertising of mattresses and box springs within the United States;

5. Defendant Vandever Dry Goods Co. (Inc.) its agents, servants and employees and all acting under or through them are each hereby perpetually enjoined from using, in connection with the advertising, offering for sale, or sale, of mattresses, box springs and other related products, the notation BODYREST, or any other simulation of Plaintiff's trademark BEAUTYREST.

6. Plaintiff and Defendant Vandever Dry Goods Co. (Inc.) having settled between them the matter of accounting for profits and damages, and costs, no order is made with respect thereto.

November 4, 1936
Tulsa, Oklahoma

Rayce H. Savage
United States District Judge

FILED

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

NOV - 5 1958

OPAL WALKER,

Plaintiff,

VS.

GLENN F. NIGHTINGALE,

Defendant.

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

NO. 4521 - Civil

J U D G M E N T

In accordance with the Findings of Fact and Conclusions of Law entered herein, Judgment is hereby rendered in favor of Plaintiff, Opal Walker, and against the Defendant, Glenn F. Nightingale, in the sum of \$6,620.00 and the costs of this action.

Dated this 5 day of November, A.D., 1958.

Boyer H. Savage
JUDGE

*Ok. Alfred B. Knight
Atty. for Deft.
C. Laurena Egan
Atty. for Plt.*

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

MISSOURI, KANSAS & OKLAHOMA COACH LINES,
a corporation, doing business as
M. K. & O. LINES,

Defendant.

CIVIL NO. 4534

FILED

NOV - 5 1958

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

JUDGMENT

On this *5th* day of *November*, 1958, came on to be heard the above entitled and numbered cause, the plaintiff, United States of America appearing by and through *Robert S. Rigley*, United States Attorney for the Northern District of Oklahoma, and the defendant appearing by and through its attorney, *Robert A. Huffman*, and it appearing to the Court that the defendant is charged by complaint alleging that during the periods February 8, 1957, to May 28, 1958; May 6, 1957, to May 28, 1958; September 23, 1957, to May 28, 1958; and October 3, 1957, to May 28, 1958, said defendant, being a motor carrier of persons subject to the provisions of Section 204 of the Interstate Commerce Act, Title 49, Section 304, U. S. Code, and the order issued by the Interstate Commerce Commission pursuant thereto, on the 14th day of April, 1958, *49 CFR 194.5* requiring the filing with the Commission, by forwarding to the District Director of the Bureau of Motor Carriers for the district in which said carrier is domiciled, accident reports of reportable accidents, as soon as possible, and in every instance within 15 days after the occurrence of the accident, in compliance with general instructions made a part of said order, did fail and refuse to comply with said order, in that the defendant did fail and refuse to file with the Commission said accident reports within the time prescribed with respect to accidents occurring on January 24, 1957, April 21, 1957, September 8, 1957, and September 18, 1957; and it further appearing that the defendant admits the facts as alleged in said Complaint and interposes no valid defense thereto; and the matters being presented by the parties plaintiff and defendant to the Court without the aid of jury; the Court finds that there is no genuine issue as to material facts and that plaintiff is entitled to judgment; and in accordance therewith;

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, the United States of America, do have and recover of and from the defendant, Missouri, Kansas & Oklahoma Coach Lines, a corporation, doing business as M. K. & O. Lines, the sum of \$1,100.00, together with all costs of this action as taxed by the clerk of this Court, for which costs execution may issue if not paid within 30 days.

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

United States District Judge

APPROVED AS TO FORM:

Nubert A. Marlow
Attorney for Plaintiff

Robert A. Hoffman
Attorney for Defendant

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

NORTHERN DISTRICT OF OKLAHOMA

NOV 6 1958

CARDWELL INVESTMENT COMPANY, INC.,)
)
 Plaintiff,)
)
 -vs-)
)
 OWEN DRILLING COMPANY, Et Al.,)
)
 Defendants.)

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

No. 4446 Civil

J U D G M E N T

NOW ON THIS 25th day of September, 1958, the above cause comes on regularly for trial, pursuant to previous assignment. The plaintiff, Cardwell Investment Company, Inc., a corporation, and the defendants appeared by their respective counsel of record, and the Court having considered the written stipulations of the parties and the statements of counsel in connection therewith, finds that the defendants, Russell Cobb, Jr. and Russell Cobb, Jr., Inc., are entitled to a combined judgment on their cross-claim against the defendant Owen Drilling Company in the sum of \$5,863.17, (that being the amount of the operating expenses that Russell Cobb, Jr. and Russell Cobb, Jr., Inc. are entitled to to the date of filing their cross-claim), and a judgment for the further sum of \$1,245.52, which represents accruing operating expenses since the date of the filing of said cross-claim, together with interest thereon at the rate of six percent per annum to the date of this judgment; and the Court further finds that the said cross-claimants, Russell Cobb, Jr. and Russell Cobb, Jr., Inc., have a good and valid lien, as alleged in their cross-claim against and upon the following described real estate and premises, to-wit:

Phillips - Bennett (Bett) Lease:

An undivided 1/16th interest in an oil and gas lease dated March 6, 1917, recorded Book 32, page 416, from John H. Bennett, Lessor, to F. S. Bristow, Lessee, insofar as said lease covers:

N/2 NE/4 NW/4 and SE/4 NE/4 NW/4 Section 31, Township 2 South, Range 2 West, Carter County, Oklahoma, FROM THE SURFACE OF THE EARTH TO A DEPTH OF 4,500 feet,

subject to its proportionate share of the following overriding royalties:

- a) 1/16th of 7/8ths of all oil produced and saved during each calendar month in which the daily average production of oil per well is less than thirty (30) barrels,
- b) 1/8th of 7/8ths of all oil produced and saved during each calendar month in which the daily average production of oil is thirty (30) barrels or more,
- c) 1/16th of 7/8ths of all gas and casinghead gas.

Green Lease:

An undivided 1/4th interest in the following oil and gas lease:

- a) An oil and gas lease dated December 15, 1934, recorded in Book 182, page 518, from Albert Green and Irma Green, Lessors, to Russell Cobb, Jr., Lessee, covering:

N/2 SE/4 Section 7, Township 23 North, Range 4 West, Garfield County, Oklahoma;

- b) An oil and gas lease dated December 15, 1934, recorded Book 182, Page 520, covering:

S/2 SE/4 Section 7, Township 23 North, Range 4 West, Garfield County, Oklahoma,

all subject to its proportionate share of an overriding royalty interest of 1/32nd of 7/8ths of all oil and gas produced under the terms of said leases.

Logan Lease:

An undivided 1/4th interest in an oil and gas lease, dated October 16, 1934, recorded Book 283, page 472, from Georgia E. Logan, et al., Lessors, to Ray H. McBride, Lessee, covering:

SE/4 Section 10, Township 14 North, Range 4 East, Lincoln County, Oklahoma,

subject to its proportionate share of the following overriding royalty interests:

a) 1/16th of 7/8ths of all oil, gas and casinghead gas produced, saved and sold from the above described premises during each calendar month in which the average daily production of oil per well is 15 barrels or more, and

b) 1/32nd of 7/8ths of all oil, gas and casinghead gas produced, saved and sold from the above described premises during each calendar month in which the average daily production of oil per well is less than 15 barrels.

Rodolph Lease:

An undivided 1/8th interest in and to the oil and gas lease of record insofar as said lease covers:

S/2 NE/4 of Section 13, Township 12 North,
Range 6 East, Oklahoma County, Oklahoma,

subject to an overriding royalty of 1/16th of all oil and gas produced under the terms of said lease.

Weekunt Lease:

An undivided 1/8th interest in and to the oil and gas lease of record insofar as said lease covers:

NW/4 and N/2 SW/4 and SW/4 SW/4 of Section 27, N/2 E/2 of Section 28, N/2 NE/4 of Section 33, N/2 NW/4 of Section 34, all in Township 11 North, Range 10 East, Oklahoma County, Oklahoma,

subject to an overriding royalty of 1/16th of 7/8ths of all oil and gas produced under the terms of said lease.

and that the said cross-claimants are entitled to foreclose their said lien to secure the money judgment rendered in their favor herein against the defendant Owen Drilling Company.

THE COURT further finds that the cross-claimant, Blackwell Oil & Gas Company, is entitled to judgment against the defendant Owen Drilling Company in the sum of \$12,292.82, that being the amount prayed for in the cross-claim of Blackwell Oil & Gas Company for operating expenses, to the date of filing the cross-claim,

and judgment in the further sum of \$2,243.73, being the amount of operating expenses that said defendant is entitled to to the date of this judgment, and which includes interest at the rate of six per cent per annum to the date of judgment, and the Court further finds that the said Blackwell Oil & Gas Company has a good and valid lien, as alleged in its cross-claim, against and upon the following described real property and improvements, to-wit:

Gilbreath Lease:

An undivided 1/8th interest in and to the oil and gas lease of record insofar as said lease covers:

E/2 SE/4 of Section 20, Township 9 North,
Range 5 East, Pottawatomie County, Oklahoma.

subject to an overriding royalty of 1/16th of 7/8ths of all oil and gas produced under the terms of said lease.

Ray Unit:

An undivided 1/8th interest in and to the oil and gas lease of record insofar as said lease covers:

SW/4 and W/2 SE/4 and SW/4 NE/4 of Sec-
tion 21, Township 9 North, Range 5 East,
Pottawatomie County, Oklahoma.

subject to an overriding royalty of 1/16th of 7/8ths of all oil and gas produced under the terms of said lease.

and that the defendant and cross-claimant is entitled to foreclose its lien to secure the money judgment rendered in its favor herein against the defendant Owen Drilling Company.

THE COURT further finds that the plaintiff has a good and valid mortgage, as alleged in its complaint, against and upon the property hereinafter described. That said mortgage contains a provision for the payment of attorney fees upon default. The property covered by said mortgage is described as follows, to-wit:

Phillips - Bennett (Buck) Lease:

An undivided 1/16th interest in an oil and gas lease dated March 6, 1917, recorded Book 33, page 416, from John H. Bennett, Lessor, to F. E. Bristow, Lessee, insofar as said lease covers:

N/2 NE/4 NW/4 and SE/4 NE/4 NW/4 Section 31,
Township 2 South, Range 2 West, Carter County,
Oklahoma, FROM THE SURFACE OF THE EARTH TO A
DEPTH OF 4,500 Feet.

subject to its proportionate share of the following
overriding royalties:

- a) 1/16th of 7/8ths of all oil produced and
saved during each calendar month in which the
daily average production of oil per well is
less than thirty (30) barrels,
- b) 1/8th of 7/8ths of all oil produced and
saved during each calendar month in which the
daily average production of oil is thirty (30)
barrels or more,
- c) 1/16th of 7/8ths of all gas and casing-
head gas.

First Lease:

An undivided 1/8th interest in an oil mining lease,
dated April 28, 1932, from the Osage Tribe of Indians,
Lessor, to L. O. Smith, Lessee, covering:

NE/4 Section 30, Township 21 North, Range
11 East, Osage County, Oklahoma.

Second Lease:

An undivided 1/4th interest in the following oil and
gas lease:

- a) An oil and gas lease dated December 15,
1934, recorded Book 182, page 518, from Albert
Green and Irma Green, Lessors, to Russell Cobb,
JR., Lessee, covering:

N/2 SE/4 Section 7, Township 23 North,
Range 4 West, Garfield County, Oklahoma;

- b) An oil and gas lease dated December 15,
1934, recorded Book 182, Page 520, covering:

S/2 SE/4 Section 7, Township 23 North,
Range 4 West, Garfield County, Oklahoma.

all subject to its proportionate share of an overriding
royalty interest of 1/16th of 7/8ths of all oil and gas
produced under the terms of said leases.

Third Lease:

An undivided 1/4th interest in an oil and gas lease,
dated October 16, 1934, recorded in Book 203, Page 472,
from Georgia E. Logan, et al., Lessors, to Ray B. Mc-
Bride, Lessee, covering:

SE/4 Section 10, Township 14 North, Range
4 East, Lincoln County, Oklahoma.

subject to its proportionate share of the following
overriding royalty interests:

a) 1/16th of 7/8ths of all oil, gas and
casinghead gas produced, saved and sold
from the above described premises during
each calendar month in which the average
daily production of oil per well is 15
barrels or more, and

b) 1/32nd of 7/8ths of all oil, gas and
casinghead gas produced, saved and sold
from the above described premises during
each calendar month in which the average
daily production of oil per well is less
than 15 barrels.

Moore Lease:

An undivided 1/3rd interest in the following de-
scribed oil and gas leases:

a) Lease dated November 28, 1951, re-
corded Book 639, page 110, from Minnie
May Moore, et al., Lessors, to D. W.
Cotton, Lessee,

b) Lease dated December 27, 1951, re-
corded Book 639, Page 108, from Maude
E. Beard, Lessor, to D. W. Cotton, Lessee.

c) Lease dated February 14, 1952, re-
corded Book 642, Page 240, from Paul E.
Rowsey, et al., Lessors, to D. W. Cotton,
Lessee,

insofar as said leases cover:

N/2 NE/4 Section 34, Township 14 North,
Range 9 East, Creek County, Oklahoma.

subject to its proportionate share of an overriding
royalty of 1/16th of 7/8ths.

Miller-Field Lease:

An undivided 1/16th interest in and to the oil and
gas lease of record insofar as said lease covers:

N/2 NE/4 of Section 14 and NE/4 of Section
11, all in Township 31 North, Range 3 East,
Moble County, Oklahoma,

subject to an overriding royalty of 1/16th of 7/8ths
of all oil and gas produced under the terms of said
lease.

Simon Lease:

An undivided 1/16ths interest in and to the oil and gas lease of record insofar as said lease covers:

W/2 of Section 27 and E/2 of Section 28,
Township 22 North, Range 1 East, Noble
County, Oklahoma,

subject to an overriding royalty of 1/16th of 7/8ths
of all oil and gas produced under the terms of said
lease.

AND

An undivided 7/16ths interest in and to the oil and
gas lease of record insofar as said lease covers:

NE/4 of Section 27, SE/4 of Section 27
and W/2 of SW/4 of Section 28, all in
Township 22 North, Range 1 East, Noble
County, Oklahoma,

subject to an overriding royalty of 1/16th of 7/8ths
of all oil and gas produced under the terms of said
lease.

Hall Lease:

An undivided 1/16ths interest in and to the oil and
gas lease of record insofar as said lease covers:

SE/4 of Section 3, Township 12 North, Range
8 East, Oklahoma County, Oklahoma,

subject to an overriding royalty of 1/16th of all oil
and gas produced under the terms of said lease.

Redolph Lease:

An undivided 1/8th interest in and to the oil and gas
lease of record insofar as said lease covers:

E/2 NE/4 of Section 13, Township 12 North,
Range 8 East, Oklahoma County, Oklahoma,

subject to an overriding royalty of 1/16th of all
oil and gas produced under the terms of said lease.

Hoskins Lease:

An undivided 1/8th interest in and to the oil and gas
lease of record insofar as said lease covers:

NW/4 and E/2 SW/4 and SW/4 SW/4 of Section
27, E/2 E/2 of Section 28, E/2 NE/4 of Sec-
tion 33, E/2 NW/4 of Section 34, all in
Township 11 North, Range 10 East, Oklahoma
County, Oklahoma,

subject to an overriding royalty of 1/16th of 7/8ths of all oil and gas produced under the terms of said lease.

Gilbreath Lease:

An undivided 1/8th interest in and to the oil and gas lease of record insofar as said lease covers:

E/2 SE/4 of Section 20, Township 9 North,
Range 5 East, Pottawatomie County, Oklahoma,

subject to an overriding royalty of 1/16th of 7/8ths of all oil and gas produced under the terms of said lease.

Ray Unit:

An undivided 1/8th interest in and to the oil and gas lease of record insofar as said lease covers:

SW/4 and W/2 SE/4 and SW/4 NW/4 of Section
21, Township 9 North, Range 5 East, Potta-
watomie County, Oklahoma.

subject to an overriding royalty of 1/16th of 7/8ths of all oil and gas produced under the terms of said lease.

Ray Unit:

An undivided 1/8th interest in the Oil Gas Leasehold Estate covering:

West Half (W/2) of the Southwest Quarter
(SW/4) of Section Twenty-one (21), Town-
ship Nine North (9-N), Range Five East
(5-E), Pottawatomie County, Oklahoma.

Henry Lease:

An undivided one-fourth (1/4th) interest in the oil Gas Leasehold Estate covering:

Northwest Quarter (NW/4) of the Southwest
Quarter (SW/4) of Section Ten (10), Town-
ship Thirteen North (13-N), Range Seven
East (7-E), Oklahoma County, Oklahoma.

and that the plaintiff is entitled to foreclose its mortgage to secure the money judgment rendered in its favor herein against the defendant Owen Drilling Company.

THE COURT further finds that the plaintiff is entitled to

judgment against the defendant Owen Drilling Company, in the sum of \$45,439.42 which includes interest at the rate of six per cent per annum to the date of judgment, together with the further sum of \$2,365.31 which represents operating expenses and assessments paid by plaintiff on behalf of the defendant Owen Drilling Company to and through the month of September, 1958 and judgment for the accruing operating expenses and assessments paid by the plaintiff on behalf of said defendant, and a further judgment for attorney fees in the sum of \$_____ as provided for in said mortgage which said amount the Court finds and adjudges to be reasonable.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the defendants, Russell Cobb, Jr. and Russell Cobb, Jr., Inc., have and recover of and from the defendant Owen Drilling Company the sum of \$1,505.54 and \$5,602.95 respectively or a total of \$7,108.49 (Russell Cobb, Jr. \$1,505.54 -- Russell Cobb, Jr., Inc. \$5,602.95), with interest thereon from this date at the rate of six per cent per annum.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the aforesaid lien of the defendants, Russell Cobb, Jr. and Russell Cobb, Jr., Inc., upon and against the above-described property and premises is of equal rank and priority with the judgment lien and claim of the defendant, Blackwell Oil & Gas Company, as hereinafter detailed, and that the said lien of Russell Cobb, Jr. and Russell Cobb, Jr., Inc., is superior to the judgment lien or mortgage claim of the plaintiff, Cardwell Investment Company, Inc., as more fully detailed hereinafter, and of the other defendants, and that the said lien of Russell Cobb, Jr. and Russell Cobb, Jr., Inc., should be and the same is hereby foreclosed, and upon failure of the defendant Owen Drilling Company to satisfy said judgment in favor of this cross-claimant, that said property and property rights be sold, as provided by law, subject only to consideration

of the rights of the lien in favor of Blackwell Oil & Gas Company, and that the proceeds arising from said sale be applied as follows:

(1) In payment of the costs of said sale and of this action;

(2) In payment of the cross-claimants, Russell Cobb, Jr. in the sum of \$1,505.54 and Russell Cobb, Jr., Inc. the sum of \$3,602.95, together with interest thereon in the amount of six per cent per annum from the date of this judgment to the date of sale. If the amount derived from said sale is insufficient to satisfy said cross-claim, the net amount received therefrom shall be applied toward the discharge of said judgment pro rata.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant and cross-claimant, Blackwell Oil & Gas Company, have and recover of and from the defendant Owen Drilling Company the sum of \$14,536.55, with interest thereon from the date of judgment at the rate of six per cent per annum.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the aforesaid lien of Blackwell Oil & Gas Company upon and against the above-described property and premises belonging to defendants is of equal rank and priority with the lien interest and claim of the defendants, Russell Cobb, Jr. and Russell Cobb, Jr., Inc., but superior and paramount to the lien interest and mortgage claim of the plaintiff and the other defendants, and the said lien of Blackwell Oil & Gas Company should be and the same is hereby foreclosed, and upon failure of the defendant Owen Drilling Company to satisfy said judgment in favor of this defendant, including interest, that said property and property rights be sold, as provided by law, subject only to the consideration of the lien and interest owned and claimed by Russell Cobb, Jr. and Russell Cobb, Jr., Inc., and that the proceeds arriving from said sale be applied as follows:

(1) In the payment of the costs of said sale and of this

action;

(2) In payment to the defendant and cross-claimant above the sum of \$14,536.55, together with interest thereon at the rate of six per cent per annum to the date of sale.

If the amount derived from said sale is insufficient to satisfy said judgment, the net amount received therefrom shall be applied toward the discharge of said judgment pro rata.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Cardwell Investment Company, Inc., a corporation, have and recover of and from the defendant, Owen Drilling Company, and the representatives, successors and assigns of Owen Drilling Company, namely: George M. Tyler, Trustee in Bankruptcy of Owen Drilling Company, and John A. Wendershot, Jr., Receiver of Owen Drilling Company, in the sum of \$45,439.42 which represents the balance due on said mortgage from the defendant Owen Drilling Company to the plaintiff, together with operating expenses and assessments paid by the plaintiff on behalf of the defendant, and for a further judgment in the amount of \$2,365.31 which represents additional operating expenses and assessments paid by the plaintiff for the use and benefit and on behalf of the defendant Owen Drilling Company from the date of judgment through the month of September, 1938, and for a further judgment for all accruing operating expenses and assessments paid by the plaintiff on behalf of the said defendant to the date of the foreclosure sale of the above described premises, and with interest on said sums at the rate of six per cent per annum, together with an attorney fee in the sum of \$_____, said judgment to be paid only as hereinafter set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the aforesaid mortgage of the plaintiff upon and against the

above-described property and premises belonging to the defendant, Owen Drilling Company, is a good and sufficient mortgage, subject only to the priority of the liens of Russell Cobb, Jr. and Russell Cobb, Jr., Inc., and Blackwell Oil & Gas Company, and that the mortgage lien of the plaintiff should be and the same is hereby foreclosed, and that upon failure of said defendant, Owen Drilling Company, George M. Tyler, Trustee in Bankruptcy of Owen Drilling Company, and John A. Mendershot, Jr., Receiver of Owen Drilling Company, their successors, representatives or assigns, to satisfy said judgment in favor of plaintiff and the cross-claims, including interest and attorneys' fees, that said property and property rights be sold, as provided by law, and the proceeds arriving from said sale be applied as follows:

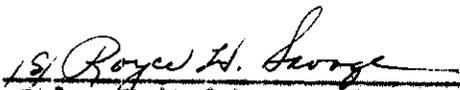
- (1) In payment of the costs of sale and of this action;
- (2) In payment of the judgments in favor of the lien claimants, Russell Cobb, Jr., Russell Cobb, Jr., Inc., and Blackwell Oil & Gas Company, as hereinbefore mentioned and described, and
- (3) The residue, if any, in payment to said plaintiff of the sum of \$45,439.42 and the sum of \$2,365.31 and for such other amount as might be expended by the plaintiff as operating expenses or assessments on behalf of Owen Drilling Company to the date of the foreclosure sale, together with interest thereon and attorneys fees in the amount of \$_____.

If the amount derived from said sale is insufficient to satisfy said judgments above described, the net amount received therefrom shall be applied toward the discharge of the judgments of Russell Cobb, Jr. and Russell Cobb, Jr., Inc., and Blackwell Oil & Gas Company, and the balance remaining to the judgment of plaintiff, Cardwell Investment Company, Inc. If the amount derived from said sale is in excess of the said judgments and costs, as above-mentioned, any excess shall be paid to George M. Tyler, Trustee in

Bankruptcy of Owen Drilling Company.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant, United Supply and Manufacturing Company, a corporation, has no right, title, interest, claim or ownership in or to the property and premises described in this judgment, and that judgment be rendered against said United Supply and Manufacturing Company in favor of the plaintiff and in favor of the cross-claiming defendants, but that no costs shall be assessed against the defendant, United Supply and Manufacturing Company.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the interest of George M. Tyler, Trustee in Bankruptcy of Owen Drilling Company, and John A. Hendershot, Jr., Receiver of Owen Drilling Company, are identical with the interest of Owen Drilling Company, a corporation, and judgment in this action against Owen Drilling Company, a corporation, shall and does operate as a judgment against the successors and assigns of Owen Drilling Company, specifically, George M. Tyler, Trustee in Bankruptcy of Owen Drilling Company, and John A. Hendershot, Jr., Receiver of Owen Drilling Company, but that such judgment against such successors shall apply to the in rem action of foreclosure only and is not and does not operate as a personal judgment against the said George M. Tyler, Trustee in Bankruptcy of Owen Drilling Company, and John A. Hendershot, Jr., Receiver of Owen Drilling Company.



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

O. K. as to Form:

McDonald, Tinker, Sheer, Quinn & Porter

By 151 Tom Tinker

Dyer, Powers & Gotchar,

By 151 Harry Dyer

Attorneys for Plaintiff

Ungerman, Grabel, Ungerman, Leiter
& Urrah, and John T. Gibson,

By 151 Jerome E. Ungerman

Attorneys for John A. Hender-
shot, Jr., Receiver of Owen
Drilling Company.

Landrith & Hodde,

By 151 Thomas D. Landrith, Jr.

Attorneys for George M. Tyler,
Trustee in Bankruptcy of Owen
Drilling Company, and
United Supply & Mfg. Company.

Martin, Logan, Meyers, Martin & Hill

By 151 Robert S. Rigley

Attorneys for Russell Cobb, Jr.,
Russell Cobb, Jr., Inc., and
Blackwell Oil & Gas Company.

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

BROWN-ALLEN CHEMICALS,
INC., a corporation,

Plaintiff,

vs.

ROGER M. WHEELER and
JOHN F. Y. STAMBAUGH,

Defendants.)

Civil Action

File No. 4549

FILED

NOV -7 1958

ORDER

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

ON this 31st day of October, 1958, the Joint and Several Motion of Defendants to Dismiss coming on for decision upon the briefs and arguments of the plaintiff and defendants, and said parties appearing by their attorneys, and the Court being fully advised in the premises, it is ordered that said motion, insofar as the defendant, Roger M. Wheeler, is concerned, be and the same is hereby denied and overruled, but that same, insofar as the defendant, John F. Y. Stambaugh, is concerned, be and the same is hereby sustained.

It is further ordered that plaintiff be and it is hereby granted leave to file herein, within ~~ten~~ ^{ten} days, an amended petition, and, if it so does, defendants are granted ten days thereafter within which to plead thereto, but if plaintiff elects not to file an amended petition, defendant, Roger M. Wheeler, is hereby granted twenty days from this date within which to answer plaintiff's petition.


Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4564

One 1955 Ford Sedan, Motor No.
U5K2131284, its tools and appurtenances,

Respondent,

J. C. Mouser,

Intervenor,

The City National Bank & Trust
Company of Oklahoma City,

Party Claimant.

FILED

NOV - 7 1958

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

J U D G M E N T

Pursuant to the Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the 1955 Ford Sedan, Motor No. U5K2131284, its tools and appurtenances, be and the same is hereby forfeited, and that the claimant, J. C. Mouser, is decreed to have no claim, right, title or interest whatsoever in said vehicle, and that the said vehicle be and the same is hereby ordered to be sold by the United States Marshal for the Northern District of Oklahoma, and the proceeds of said sale should be applied as follows:

1. Payment of court costs.
2. Payment of costs of seizure, storage and the Marshal's fees.
3. Payment of the Lien of the City National Bank & Trust Company of Oklahoma City, Oklahoma,

and the residue, if any, to be paid to the Treasurer of the United States.

Dated this 3rd day of November, 1958.

W. Royce Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4565

One 1957 Oldsmobile Holiday Sedan,
Serial No. 577ED9067, its tools and
appurtenances,

Respondent,

Thomas Edward Williams,
Mrs. Thomas Edward Williams,
Alden Pettigrew, and Community
State Bank, Bristol, Oklahoma,

Claimants.

FILED

NOV - 7 1958

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

J U D G M E N T

Pursuant to the findings of fact and conclusions of law, it is hereby ORDERED, ADJUDGED, AND DECREED that the respondent 1957 Oldsmobile Holiday Sedan, Serial No. 577ED9067, its tools and appurtenances are not subject to forfeiture, and the libelant, United States of America, is denied forfeiture. The claimant, Thomas Edward Williams, is entitled to possession of respondent automobile.

Dated this 6th day of November 1958.

W. Royce H. Savas
United States District Judge

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

Arnold B. Smith,

Plaintiff,

vs.

The Travelers Insurance Company,

Defendant.

No. 4472 Civil

FILED

NOV 10 1958

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

STIPULATION FOR DISMISSAL WITH
PREJUDICE

All issues involved herein having been fully compromised and settled, it is stipulated by and between counsel for plaintiff and counsel for defendant that the above styled and numbered action be dismissed with prejudice to the right to bring a future action.

Dated this 7th day of November, 1958.

Arnold B. Smith
Plaintiff

Raymond H. Savage
Attorney for Plaintiff

Robert W. Johnson
Attorney for Defendant

IT IS HEREBY ORDERED that the above styled and numbered action be dismissed with prejudice to the right to bring a future action, this 10th day of November, 1958.

Raymond H. Savage
U. S. District Judge

rdh/mrh

UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

RAYMOND H. JONES,

Plaintiff,

- vs -

GLEN DONALD BREITHAUPT,

Defendant.

NO. 4510

FILED

NOV 10 1958

ORDER FOR DISMISSAL WITH
PREJUDICE

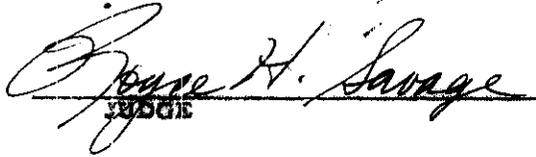
NOBLE C. HOOD
Clerk, U. S. District Court

NOW, on this 10th day of November,

1958, the Court having heard the Motion of Plaintiff and Defendant
in the above styled case and being fully advised in the premises
find that all issues in this cause have been compromised and settled
between parties and there are no further issues to be decided by this
Court.

IT IS THEREFORE ORDERED,

ADJUDGED AND DECREED that the above styled cause is Dismissed
with Prejudice.


JUDGE

APPROVED: AS TO FORM:


Attorney for Plaintiff


Attorney for Defendant

JCS:gh

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

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, a corporation,

Plaintiff

vs.

No. 4507.

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

Defendants

FILED

NOV 12 1958

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

ORDER NUNC PRO TUNC

This matter coming on for hearing pursuant to application of the plaintiff, and it appearing that the attorney of record of the defendant Oliver Apts., Inc., has been given notice of this proceeding, and that notice to the other defendants herein is unnecessary;

And it further appearing that a clerical mistake was made and exists in the judgment entered in this case on the 26th day of September, 1958;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that said judgment be amended to speak the truth by describing the property upon which plaintiff is adjudged to have a first and valid lien, as follows:

Lot One (1) and Lot Two (2), Block Five (5),
Osage Hills, an Addition to the City of Tulsa,
Osage County, State of Oklahoma, according to
the recorded plat thereof, as recorded in Book
Two (2) of Plats on pages 27 and 28, in the
office of the County Clerk, Osage County, Oklahoma.

/s/ ROYCE H. SAVAGE
United States District Judge.

APPROVED:

/s/ G. ELLIS GABLE
Attorneys for Plaintiff.

/s/ J. B. BAILEY
Attorneys for defendant
Oliver Apts., Inc.

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

BURTON R. BROWN,

PLAINTIFF,

-vs-

THE BABCOCK & WILCOX COMPANY, A
CORPORATION, AND JEWELS FREDRICKS,

DEFENDANTS.

NUMBER 4571 CIVIL

FILED
IN OPEN COURT

NOV 12 1958

MOTION TO DISMISS

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

COMES NOW THE PLAINTIFF, Burton R. Brown, and moves
the Court for an order dismissing the above styled and numbered
cause, without prejudice to the Plaintiff's bringing of a future
action.

BASSMANN & GORDON

BY:

Jack F. Mayberry
Attorneys for Plaintiff

ORDER

THE ABOVE STYLED and numbered cause is hereby and
without prejudice dismissed on this 12th day of November, 1958.

151 Royal H. Savage
District Judge

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

Irma McCollum, and Irma McCollum, Executrix)
of the Estate of J. W. McCollum, Deceased,)

Plaintiffs,)

v.)

United States of America,)

Defendant.)

No. 4517, Civil

FILED

NOV 12 1958

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

JUDGMENT

This cause having been considered upon the pleadings, evidence presented by both plaintiffs and defendant, stipulations, answers to REQUEST FOR ADMISSIONS, and briefs of counsel,

IT IS ORDERED, ADJUDGED AND DECREED that plaintiffs are entitled to a refund of income taxes in the amount of \$5,326.30, plus interest as provided by law.

Royce H. Savage

ROYCE H. SAVAGE
United States District Judge

Approved as to Form:

MOSTELLER, FELLERS, ANDREWS & LOVING

By: *Carl D. Hall Jr.*
Carl D. Hall Jr.

UNITED STATES OF AMERICA

By: _____
United States Attorney

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

S. D. FULLER & COMPANY, a
Co-partnership,

Plaintiff,

vs.

FALCON SEABOARD DRILLING COMPANY,
a corporation,

Defendant.

No. 4523

FILED

NOV 19 1958

ORDER DISMISSING COMPLAINT NOBLE C. HOOD
Clerk, U. S. District Court

This matter coming on to be heard upon the motion of
S. D. Fuller & Company, a Co-partnership, plaintiff, to dismiss
its complaint filed herein and its causes of action based
thereon with prejudice and at its cost; and

It appearing to the court that all parties have consented
to the dismissal of complaint;

IT IS THEREFORE ORDERED that the motion of the plaintiff
to dismiss be granted; and

IT IS FURTHER ORDERED that the complaint of S. D. Fuller
& Company, a co-partnership, plaintiff, filed herein and the
causes of action arising therefrom be and the same is hereby
dismissed with prejudice and at plaintiff's cost.

ENTERED this 19 day of Nov., 1958.

Royce H. Savage
Judge

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

GEORGE H. BRASIER,

Plaintiff,

vs

CITY OF TULSA, OKLAHOMA,
and certain officers thereof,
unknown,

Defendants.

CIVIL ACTION NO. 4566

FILED

NOV 19 1958

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

Now on this the 7th day of November, 1958, comes on for hearing Motion of Defendant to Dismiss Plaintiff's cause of action and the plaintiff George H. Brasier appearing in person, and the defendant, the City of Tulsa, a Municipal Corporation, by Luther P. Lane, thereupon the Court reviewed the Pleadings, the verified Answers to the Interrogatories Propounded by the plaintiff, and the Briefs filed and having heard the oral argument of both sides and being fully advised in the premises finds that the Motion to Dismiss should be treated as a Motion for Summary Judgment.

The Court finds that there is no genuine issue as to any material fact and that Summary Judgment as a matter of law should be entered for the defendant, the City of Tulsa.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that judgment be and it is hereby rendered in favor of the defendant, the City of Tulsa, and that plaintiff pay the Court costs.

/s/ ROYCE H. SAVAGE
District Judge

OKAY AS TO FORM:

/s/ GEORGE H. BRASIER
~~Attorney for the Plaintiff, pro se~~

OKAY:

/s/ LUTHER P. LANE
Attorney for the defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Libelant,

vs.

Civil No. ⁴⁵⁶³~~4564~~

ONE 1955 CHEVROLET 2-DOOR,
SERIAL NO. VE55X050990, its
tools and appurtenances,

Respondent,

HOYLE MUSEER,

Intervenor,

MADDOX CHEVROLET COMPANY,
a co-partnership,

Party Claimant.

FILED

NOV 21 1958

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

J U D G M E N T

Pursuant to the Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND ENJOINED that the 1955 Chevrolet 2-Door, Serial No. VE55X050990, its tools and appurtenances, be and the same is hereby forfeited, and that the claimant, Hoyle Mouser, is decreed to have no claim, right, title or interest whatsoever in said vehicle, and that the said vehicle be and the same is hereby ordered to be sold by the United States Marshal for the Northern District of Oklahoma, and the proceeds of said sale should be applied as follows:

1. Payment of court costs.
2. Payment of costs of seizure, storage and the Marshal's fees.
3. Payment of the lien of Maddox Chevrolet Company of Holdenville, Oklahoma, in the amount of \$125.84,

and the residue, if any, to be paid to the Treasurer of the United States.

Dated this 10th day of November, 1958.

ROYCE H. SAVAGE

United States District Judge

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

NOV 24 1958

UNITED SUPPLY AND MANUFACTURING COMPANY, a corporation)
)
)
 Plaintiff,)

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

vs.)

NO. Civil 4400

CARDWELL INVESTMENT COMPANY, Inc., a corporation)
)
)
 Defendant.)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Now on this 25th day of September, 1958 the above cause comes on for decision of the Court and the Court having heretofore heard the testimony of witnesses duly sworn and testifying in open court, the statement of counsel and being fully advised in the premises, makes the following findings of fact and conclusions of law:

Findings of Fact

I

By a series of conditional sales contracts in writing, variously dated February 13, 1951, September 20, 1951, February 10, 1953, June 10, 1953 and February 16, 1954, defendant agreed to sell and convey to one Darrell W. Smith two drilling rigs. The conditional sales contracts were given to secure a note series representing the purchase price of the rigs.

II

On May 27, 1955, when Darrell W. Smith's note indebtedness to defendant was \$75,041.72, Darrell W. Smith entered into a lease-purchase agreement with one C. L. Bushager (who by stipulation of the parties is the same person and entity as Bush Drilling and Exploration Company, Inc., Bush Drilling, Inc. and

Bush, Inc.) whereby C. L. Bushager leased the two rigs from Darrell W. Smith with an option to purchase them and to apply the lease-rental payment on the purchase price. On November 27, 1955 this agreement was extended by an agreement in writing and thereafter was extended by an oral agreement and was in full force and effect on the 23rd day of August, 1956.

III

On August 23, 1956, while said lease-purchase agreement was in full force and effect, C. L. Bushager mortgaged the two rigs to the plaintiff to secure a note indebtedness in the principal sum of \$101,654.27 on which there was paid on September 10, 1956 the sum of \$6,000.00, leaving a principal balance of \$95,654.27 with interest thereon at 6 per cent per annum from the 23rd day of August, 1956.

IV

Darrell W. Smith arranged for a meeting in Wichita, Kansas, between Harland William Cardwell and C. L. Bushager for the purpose of having the defendant release Darrell W. Smith from the obligations under the existing conditional sales contract between Darrell W. Smith and the defendant, Darrell W. Smith having expressed a desire on his part that C. L. Bushager enter into a contract with the defendant which would be a novation and which would be between C. L. Bushager and the defendant, concerning the purchase and sale of said rigs. A meeting was held on September 20, 1956 in Wichita, Kansas between Harland William Cardwell and Bushager. At that meeting the defendant and C. L. Bushager entered into a new conditional sales contract providing for the sale of the two rigs by the defendant to C. L. Bushager. The transaction was not handled in such a way as to indicate that the defendant was dealing with Darrell W. Smith's property but

rather that the defendant was dealing with the two rigs as the owner of the same and selling them to C. L. Bushager. Thereafter Darrell W. Smith never asserted any claim or any title or equity in the two rigs, the defendant never asserted or claimed thereafter that Darrell W. Smith had any interest in the rigs or owed the defendant any money on the same. The new conditional sales contract between the defendant and Bushager, entered into on September 20, 1956, provided for a purchase price to be paid by C. L. Bushager to the defendant of a total sum of \$80,000, \$20,000 of which was paid to defendant and credited to the account of C. L. Bushager by the defendant as a result of an agreement entered into on September 20, 1956 between the defendant and C. L. Bushager under the terms of which the defendant loaned C. L. Bushager \$96,000 and C. L. Bushager assigned the proceeds from \$116,000 worth of invoices purportedly due C. L. Bushager for work done for various oil companies. The defendant collected \$86,000 of said sum and applied \$20,000 out of said collection to the C. L. Bushager agreed down-payment on the two rigs, leaving a balance due from C. L. Bushager to defendant of \$60,000 as shown on said conditional sales contract agreement, with interest thereon at 6 per cent per annum from the 20th day of September, 1956.

V

On the 6th day of December, 1956, the defendant repossessed the two rigs while they were in the possession of C. L. Bushager.

VI

The two rigs were in the State of Texas during all of the period of time covered by this suit and were in the possession of C. L. Bushager from the 27th day of May, 1955 until the 6th day of December, 1956.

VII

After the 6th day of December, 1956 defendant sold one of the rigs to Foster Drilling Company for \$25,000 which sum was paid, and sold the other rig to Hamm and McKinsey for \$75,000 on which there is now due \$43,975.50.

VIII

The defendant paid a third party the reasonable sum of \$647.84 for repairs and parts to the two rigs after the 20th day of September, 1956 for which it has not been paid.

The defendant paid a third party the reasonable sum of \$2,527.96 for repair parts for the two rigs prior to September 20, 1956 for which it has not been paid.

IX

The defendant incurred the following reasonable expenses in connection with the repossession and re-sale of the two rigs:

(a) Attorneys' fees	\$250.00
(b) Cost of transporting rigs	998.75
(c) Commission for re-sale of rigs	2,286.59
(d) Ector County Tax Collector, EG-99 (School District)	129.94
(e) Robert Bates - State and County Tax	45.18
(f) City of Odessa - Personal Property Tax	50.00
(g) Midwest Equipment Co. - Repairs to Light Plant--TR-62	568.06
(h) Cardwell Manufacturing Co. - Material used on TR-62	96.79

(i) N. L. Wilson - Miscellaneous Equipment - EC-99	\$48.20
(j) Midwest Equipment - Storage - EC-99	200.00
(k) Insurance - EC-99	659.58
(l) McDonald, Tinker, Skaer, Quinn & Porter - Attorney fee	494.90
(m) Hotel Scharbauer - Cardwell- Tinker trip to Midland and out- of pocket expense to H.W.C.	208.47
(n) TWA - Cardwell, Tinker trip to Midland	174.68

X

The two rigs were resold for their reasonable value,
\$100,000.00.

XI

The total equity or credit to which the defendant is en-
titled on accounting as between the plaintiff and defendant is
as follows:

Repairs on rig	\$647.84
Transportation of rigs	998.75
Commission on sale of rigs	2,286.59
Principal on Bushager condi- tional sales contract	60,000.00
Interest on same from 9-20-56 to 9-20-58	7,200.00
Ector County Tax Collector - EC-99 (School District)	129.94
Robert Bates - State & County Tax	45.18
City of Odessa - Personal Property Tax	50.00
Midwest Equipment Co. - Repairs to Light Plant - TR-62	568.06
Cardwell Manufacturing Co. - Material used on TR-62	96.79
N. L. Wilson - Miscellaneous Equipment - EC-99	48.20
Midwest Equipment - Storage, EC-99	200.00
Insurance - EC-99	659.58
McDonald, Tinker, Skaer, Quinn & Porter - Attorney fee	494.90
Hotel Scharbauer - Cardwell- Tinker trip to Midland and out- of-pocket expense to H.W.C.	208.47
TWA - Cardwell, Tinker trip to Midland	174.68

showing a total of \$73,808.98.

XII

The total equity or credit to which the plaintiff is entitled

on accounting between the plaintiff and defendant is the reasonable value of the two rigs, or \$100,000.00.

XIII

That this court should enter its judgment in favor of the plaintiff and against the defendant for the sum of \$26,191.02.

CONCLUSIONS OF LAW

I

A conditional sales contract under the laws of Texas is held to be a chattel mortgage.

II

The conditional sales contracts dated February 13, 1951, September 20, 1951, February 10, 1953, June 10, 1953 and February 16, 1954 between the defendant and Darrell W. Smith were good and valid purchase money mortgages which were merged into the contract dated February 16, 1954.

III

The Lease Purchase Agreement dated May 27, 1955 and as extended on November 27, 1955 and thereafter between Darrell W. Smith and C. L. Bushager was a good and valid contract vesting in C. L. Bushager a mortgagable interest which C. L. Bushager did mortgage by good and valid mortgage in writing to plaintiff on August 23, 1956 to secure a note indebtedness in the principal sum of \$101,654.27 on which there is owing the principal sum of \$95,654.27 with interest thereon at 6 per cent from August 23, 1956.

IV

On September 20, 1956, when the defendant and C. L. Bushager entered into a conditional sales contract in writing, C. L. Bushager thereby acquired equitable title in the two rigs subject to said mortgage which was a mortgagable interest and

this transaction fed the plaintiff's said mortgage dated August 23, 1956 so that the equitable title of C. L. Bushager inured to the benefit of the plaintiff.

V

The defendant had a legal right to repossess the two drilling rigs on December 6, 1956 and to resell the same for their reasonable value.

VI

The defendant owed the plaintiff the duty of good faith in the enforcement of its mortgage. This duty includes the duty of accounting by the defendant, the senior mortgagee, to the plaintiff, the junior mortgagee, for the difference between the amount owing on the senior mortgage and the fair market value of the chattels at the time of the foreclosure.

VII

The plaintiff is entitled to an accounting from the defendant and upon an accounting being made, the equity or credit to which the plaintiff is entitled over and above the equity and credit to which the defendant is entitled is the sum of \$26,191.02 for which sum this court should enter its judgment in favor of the plaintiff and against the defendant, together with the costs of this action which are assessed against the defendant.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff be and it is hereby awarded a judgment of and from the defendant in the sum of \$26,191.02 which judgment is hereby ordered to be paid by defendant to plaintiff out of collections by the defendant from Hamm & McKinsey over and above the balance of the purchase price of \$43,975.50 for the drilling rig sold by defendant to Hamm & McKinsey. Said judgment in favor of the plaintiff shall bear interest at the rate of 6% per annum from the 25th day of September, 1958 until paid.

/s/ ROYCE H. SAVAGE
United States District Judge

APPROVED AS TO FORM:

LANDRITH AND MCGEE

By /s/ THOMAS A. LANDRITH, JR.
Thomas A. Landrith, Jr.,
Attorney for Plaintiff

McDONALD, TINKER, SKAER, QUINN AND PORTER

By /s/ WILLIAM TINKER

and

DYER, FOWERS AND GOTCHER

By /s/ HARRY DYER

Attorneys for Defendant

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

WILLIAM P. SULLIVAN,
Plaintiff,

v.

JAMES E. TEEL, Post 105,
American Legion, an
Oklahoma corporation,

Defendant.

Civil Action No. 4053

FILED

NOV 26 1958

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

ORDER OF DISMISSAL

On this 21st day of December, 1958, comes the
said plaintiff and by his attorney, Robert E. Lavender, and thereupon
by motion, it is ordered by the court that this cause be and the same
hereby is dismissed at cost of the plaintiff and with prejudice to his
right to ever again institute any action covered by this cause.

(S) Royce H. Savage
Judge

Approved:

Robert E. Lavender
Robert E. Lavender
Attorney for Plaintiff

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

52.04 Acres of Land, More or Less,
Situat e in Nowata County, Oklahoma,
and Maynard Stanart, et al, and
Unknown Owners,

Defendants.

Civil No. 4428

FILED

DEC -1 1958

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

SUMMARY JUDGMENT

I

The motion of the plaintiff for summary judgment pursuant to Rule 56 of the Federal Rules of Civil Procedure, having been presented, and the Court being fully advised, finds that:

II

The plaintiff's motion and this summary judgment applies only to the tracts described, in the Declaration of Taking filed in this cause, under the designations, Tracts Nos. H-803, H-806, H-808, H-814, H-822, H-828, H-833, H-869, H-870, H-871, H-874, and H-892.

III

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

IV

Service of process has been perfected either personally or by publication notice as provided by Rule 71 A of the Federal Rules of Civil Procedure on all parties defendant in this cause who are interested in the Tracts named in paragraph II herein.

V

The Acts of Congress set out in paragraph II of the Complaint filed herein give the United States of America the right, power, and authority to condemn for public use the land described in Schedule A attached to such Complaint. Pursuant thereto, on February 20, 1958, the United States of America has filed its Declaration of Taking of such described land, and title thereto should be vested in the United States of America.

VI

On February 20, 1958, there was deposited in the Registry of this Court as estimated compensation for the taking of the lands described in

Schedule A of the Complaint filed herein certain sums of money, and at various times, certain portions of these deposits have been disbursed as set out in paragraph XIV below.

VII

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

VIII

The owners of all Tracts named in paragraph II herein, with the exception of Patrick Paul Galloway and Thomas Ray Worthington and certain owners of Tract No. H-833, have each and all executed with the United States of America options for the purchase of the respective tracts, as alleged in the Complaint herein, and have agreed therein to the amounts of just compensation for their respective interests as shown in paragraph XIV, herein.

IX

Patrick Paul Galloway and Thomas Ray Worthington, through their respective guardians, have each agreed with the United States of America as to the amount of just compensation each should receive for his interest in Tract No. H-814, as shown in paragraph XIV, herein.

X

Aura A. Hawk and Darall G. Hawk, part owners of Tract No. H-833, have executed with the United States of America, a contract of option for the purchase of such Tract, as alleged in the Complaint herein, and have agreed therein to the amount of just compensation for the estate taken in such Tract and as to how the award should be distributed, as shown in paragraph XIV, herein.

All other owners of Tract No. H-833 have agreed in writing as to the amount of just compensation for the estate taken in such Tract and as to how the award should be distributed as shown in paragraph XIV, herein.

XI

The Court finds that there is no genuine issue between the United States of America and these defendants as to any material fact and that the plaintiff is entitled to judgment as a matter of law.

XII

It Is Therefore ORDERED, ADJUDGED AND DECREED, that the plaintiff's motion for summary judgment be and the same hereby is granted.

XIII

It Is Further ORDERED, ADJUDGED, AND DECREED, that the United States of America has the right, power, and authority to condemn for public use the property described in Schedule A attached to the Complaint filed herein, and the tracts designated in paragraph II herein, to the extent of the estate indicated and for the uses and purposes described in the Declaration of Taking filed herein, are CONDEMNED and title thereto is vested in the United States of America, and all defendants herein and all other persons interested in such tracts are forever barred from asserting any claim thereto.

XIV

It Is Further ORDERED, ADJUDGED AND DECREED, that the right of just compensation for the respective estates taken herein is vested in the defendants whose names appear below in this paragraph; the contracts of option for the purchase of the tracts involved, and the stipulations and agreements as to the amount of just compensation mentioned herein above, are hereby confirmed and the sums therein fixed are adopted as just compensation for each tract condemned as shown by the following schedule.

TRACT NO. H-803

Compensation agreed upon by option	\$1,830.00
Deposited as estimated Compensation	1,830.00
Amount disbursed April 10, 1958 to:	
Maynard L. Stanart and	
Lucille L. Stanart, his wife:	<u>1,830.00</u>

TRACT NO. H-806

Compensation agreed upon by option	\$3,500.00
Deposited as estimated compensation	3,500.00
Amount disbursed March 21, 1958 to:	
Logan E. Sutherland and	
Alice Sutherland, his wife:	<u>3,500.00</u>

TRACT NO. H-808

Compensation agreed upon by option	\$1,725.00
Deposited as estimated compensation	1,725.00
Amount disbursed March 21, 1958 to:	
Vinie Copeland and	
C. F. Copeland, her husband:	<u>1,725.00</u>

TRACT NO. H-814

Compensation agreed upon by option and by stipulation of Patrick Paul Galloway and Thomas Ray Worthington	\$2,130.00
Deposited as estimated compensation	2,130.00
Judgment for the following named defendants in the designated amounts:	
Virgie Bullen	\$355.00
Lila Kier and Jesse Kier, her husband	355.00
Hattie Cox	355.00
Ethel Moss and Clarence Moss, her husband	355.00
W. S. Bullen and Ina Lee Bullen, his wife	355.00

TRACT NO. H-814 (Cont'd)

Gussie Bullen	\$ 59.16
Leroy Bullen and Berneice Bullen, his wife	59.16
James S. Bullen and Dorene Bullen, his wife	59.16
Wm. R. Bullen and Lorene Bullen, his wife	59.16
John W. Bullen and Dorothy M. Bullen, his wife	59.16
Thomas Ray Worthington	29.60
Patrick Paul Galloway	<u>29.60</u>

TRACT NO. H-822

Compensation agreed upon by option	\$1,383.50
Deposited as estimated compensation	1,383.50
Amount disbursed May 12, 1958 to: Victory National Bank of Nowata, Oklahoma E. A. Taylor, also known as Ewing Arthur Taylor, and Wanda Mae Taylor, his wife	<u>1,383.50</u>

TRACT NO. H-828

Compensation agreed upon by option	\$25.00
Deposited as estimated compensation	25.00
Amount disbursed October 17, 1958 to: W. L. Magness and Elsie Magness, his wife:	<u>25.00</u>

TRACT NO. H-833

Compensation agreed upon by option, and by written agreement	\$25.00
Deposited as estimated compensation	25.00
Judgment for: Mrs. Ollie Chapman Wallace Aura A. Hawk, nee Chapman and Darall G. Hawk, her husband Ray G. Chapman Edgar Chapman Hazel J. Austin, nee Chapman, and J. F. Austin, her husband	<u>25.00</u>

This judgment shall be paid in full to
Mrs. Ollie Chapman Wallace.

TRACT NO. H-869

Compensation agreed upon by option	\$2,870.00
Deposited as estimated compensation	2,870.00
Amount disbursed March 21, 1958, to: The First National Bank of Nowata, Oklahoma Billye Blanke and Christy Blanke, her husband	<u>2,870.00</u>

TRACT NO. H-870

Compensation agreed upon by option	\$3,600.00
Deposited as estimated compensation	3,600.00
Amount disbursed May 5, 1958 to: Grace Overfelt	<u>3,600.00</u>

TRACT NO. H-871

Compensation agreed upon by option	\$1,705.00
Deposited as estimated compensation	1,705.00
Amount disbursed June 18, 1958 to: J. D. Overfelt and Betty Louise Overfelt	<u>1,705.00</u>

TRACT NO. H-874

Compensation agreed upon by option	\$1,900.00
Deposited as estimated compensation	1,900.00
Amount disbursed March 21, 1958 to: Ernest L. Shipp and Mary M. Shipp, his wife:	<u>1,900.00</u>

TRACT NO. H-892

Compensation agreed upon by option	\$9,260.00
Deposited as estimated compensation	9,260.00
Amount disbursed May 5, 1958 to:	
Mary O. Denton	
Mary O. Denton, Guardian for Lee Rcy Denton	
James W. Denton and Faye Denton, his wife:	<u>9,260.00</u>

It Is Further ORDERED, ADJUDGED AND DECREED that the Clerk of this Court shall pay out the amounts now on deposit for Tracts Nos. H-814 and H-833 to the parties and in the amounts as designated in the schedule in paragraph XIV above.

(s) *Royce H. Savage*
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

Hubert A. Marlow

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

Edna B. Whitney, Individually and as
next friend of Gregory Scott Whitney
and Pamela Blue Whitney, Minors,

Plaintiffs,

vs.

Spartan Aircraft Company,

Defendant,

Liberty Mutual Insurance Company,
a Massachusetts corporation,

and

Great Lakes Carbon Corporation,
a Delaware corporation,

Intervenors.)

Civil No. 4326

FILED

DEC - 4 1958

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

ORDER

This action came on for hearing before the court,
the Honorable W. R. Wallace presiding, on the motion of plaintiffs,
Edna B. Whitney, Individually and as next friend of Gregory Scott
Whitney and Pamela Blue Whitney, minors, and Intervenors Liberty
Mutual Insurance Company and Great Lakes Carbon Corporation,
for a new trial; and the court having ordered that the motion
be overruled,

It is ordered and adjudged that the motion of plaintiffs,
Edna B. Whitney, Individually and as next friend of Gregory Scott
Whitney and Pamela Blue Whitney, minors, and Intervenors Liberty
Mutual Insurance Company and Great Lakes Carbon Corporation, for
a new trial be and it is hereby overruled.

Dated at Tulsa, Oklahoma, this 4th day of December,
1958.

NOBLE C. HOOD, CLERK

By: M. M. Ewing
Deputy

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

Great Lakes Carbon Corporation
and Federal Insurance Company,

Plaintiffs

vs.

Spartan Aircraft Company,

Defendant.)

Civil No. 4334

FILED

DEC - 4 1958

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

ORDER

This action came on for hearing before the court, the Honorable W. R. Wallace presiding, on the motion of plaintiffs, Great Lakes Carbon Corporation and Federal Insurance Company, for a new trial; and the court having ordered that the motion be overruled,

It is ordered and adjudged that the motion of plaintiffs, Great Lakes Carbon Corporation and Federal Insurance Company, for a new trial be and it is hereby overruled.

Dated at Tulsa, Oklahoma, this 4th day of December, 1958.

NOBLE C. HOOD, CLERK

By M. M. Ewing
Deputy

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

Harold Young,

Plaintiff,

vs.

Missouri-Kansas-Texas
Railroad Company, a foreign
corporation, and
H. F. Gale,

Defendants.)

Civil No. 4536

FILED

DEC -4 1958

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

ORDER

This action came on for hearing before the court,
the Honorable W. R. Wallace presiding, on the motion of
plaintiff, Harold Young, for a new trial; and the court having
ordered that the motion be overruled.

It is ordered and adjudged that the motion of
plaintiff, Harold Young, for a new trial be and it is hereby
overruled.

Dated at Tulsa, Oklahoma, this 4th day of December,
1958.

NOBLE C. HOOD, CLERK

By M. M. Evers
Deputy

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

UNITED STATES FIDELITY &
GUARANTEE COMPANY, a corporation,

Plaintiff

-vs-

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

Defendants.

No. 4202, Civil

FILED

DEC - 8 1958

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

ORDER EXTENDING JUDGMENT LIEN OF
PLAINTIFF TO DECEMBER 9, 1963

WHEREAS, the parties hereto have filed their stipulation extending the judgment lien of plaintiff and waiving execution in this cause, and the Court finds that upon such stipulation an Order should be entered extending the judgment lien of the plaintiff upon the judgment recovered herein on December 9, 1957 for the principal sum of \$24,157.37, with the balance now due and owing therein of the sum of \$21,057.37, a payment of \$3,100.00 having been made on said judgment, that the judgment lien of the plaintiff as to all property owned by the defendant save and except that as expressly released on August 14, 1958 shall be extended to December 9, 1963 and is in the same force and effect as if levied thereon.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that the judgment lien of the plaintiff upon all other property of the defendants save and except that as released on August 14, 1958, be and the same is hereby extended to the 9th day of December, 1963 with the same force and effect as if levied and executed thereupon.

15/ Royce H. Savage

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

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

1,947.87 Acres of Land, More or Less,
Situate in Rogers County, Oklahoma,
and Frank R. Morse, et al, and Unknown
Owners,

Defendants.

Civil No. 4287

FILED

DEC 10 1958

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

SUMMARY JUDGMENT

I

as to Tract B-242

The motion of the plaintiff for summary judgment pursuant to Rule 56 of the Federal Rules of Civil Procedure, having been presented, and the Court being fully advised, finds that:

II

The plaintiff's motion and this summary judgment applies only to the tract described, in the Declaration of Taking filed in this cause, under the designation Tract No. B-242.

III

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

IV

Service of process has been perfected by publication notice as provided by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant in this cause who are interested in Tract No. B-242.

V

The Acts of Congress set out in paragraph II of the Complaint filed herein give the United States of America the right, power, and authority to condemn for public use the land described in Schedule A attached to such Complaint. Pursuant thereto, on February 20, 1958, the United States of America has filed its Declaration of Taking of such described land, and title thereto should be vested in the United States of America.

VI

On February 20, 1958, there was deposited in the Registry of this Court an estimated compensation for the taking of such Tract No. B-242 the sum of \$537.00 and such sum now remains on deposit.

VII

The Court finds that the unknown Heirs of Julia Skinner, deceased, are the owners of Tract No. B-242 and are entitled to distribution of just compensation therefor.

VIII

The Court finds that these defendants, owners of Tract No. B-242, are in default of any appearance or answer herein, that there is no genuine issue between the United States of America and these defendants as to any material fact and that the plaintiff is entitled to judgment as a matter of law.

IX

It is Therefore ORDERED, ADJUDGED AND DECREED, that the plaintiff's motion for summary judgment be and the same hereby is granted.

X

It is Further ORDERED, ADJUDGED, AND DECREED, that the United States of America has the right, power, and authority to condemn for public use the property described in Schedule A attached to the Complaint filed herein as Tract B-242, and such tract, to the extent of the estate indicated and for the uses and purposes described in the Declaration of Taking filed herein, is CONDEMNED and title thereto is vested in the United States of America, and all defendants herein and all other persons interested in such tract are forever barred from asserting any claim thereto.

XI

It is Further ORDERED, ADJUDGED AND DECREED, that just compensation for the estate taken in the land herein described as Tract B-242 is \$137.00, and that the right to receive such just compensation is vested in the defendants, the Unknown Heirs of Julia Skinner, deceased.

XII

It is Further ORDERED, ADJUDGED AND DECREED, that upon proof of heirship and identity of the Heirs of Julia Skinner, deceased, this Court will issue its order to the Clerk to distribute the funds on deposit for Tract No. B-242, to the proper parties.

(S) *Royce H. Savasa*
UNITED STATES DISTRICT COURT

APPROVED AS TO FORM:

(S) *Hubert A. Marlow*

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

UNITED SUPPLY AND MANUFACTURING)
COMPANY, a corporation)

Plaintiff,)

vs.)

CARDWELL INVESTMENT COMPANY,)
INC., a corporation)

Defendant.)

NO. Civil 4400

FILED

DEC 10 1958

JOURNAL ENTRY ON MOTION FOR NEW TRIAL **NOBLE C. HOOD**
Clerk, U. S. District Court

Now on this 6th day of November, 1958 the above cause comes on for hearing on the defendant's motion for a new trial; and the parties having appeared by their respective attorneys of record and announcing ready, and the Court having heard arguments of counsel and being fully advised in the premises, finds that the Motion for a new trial of the defendants should be over-ruled.

NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the motion for new trial filed by the defendant be and the same is hereby over-ruled.

Royce W. Savage

Judge

APPROVED AS TO FORM:

LANDRITH AND MOORE

By *Thomas C. Landrith, Jr.*

Attorneys for Plaintiff

McDONALD, TINKER, SKAER, QUINN & PORTER

By *William Tinker*

DYER, POWERS AND GOTCHER

By *J. Langford*

Attorneys for Defendant

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

George V. Robertson,
Plaintiff,

vs.

St. Louis, San Francisco Railroad
Company, a corporation, and David
Layton,

Defendants.

Civil No. 4578

FILED

DEC 10 1958

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

ORDER REMANDING

The motion of plaintiff to remand this suit to the District Court of Creek County, Oklahoma, coming on for hearing on the 28th day of November, 1958, pursuant to regular setting and notice to parties, and the Court having heard the argument of counsel, and being fully advised, upon consideration finds that the motion should be sustained.

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

Dated at Tulsa, Oklahoma, this 10th day of December, 1958.

Ray A. Savage
Judge.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Frank E. Hudson and Mable Hudson,

Defendants.

Civil No. 4569

FILED
IN OPEN COURT

DEC 12 1958

J U D G M E N T

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

On this 12th day of December 1958, the above-entitled action coming on for hearing, the plaintiff, appearing by Perry A. Krohn, 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 examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that the defendants are indebted to the plaintiff in the sum of \$2,360 after allowance of all just credits and set-offs, plus interest; that there remains a balance due, owing, and unpaid in the amount of \$2,360, plus interest thereon at the rate of six per cent (6%) from April 21, 1950, until paid.

The Court further finds that plaintiff has filed herein an affidavit stating that the defendants are not in the military or naval service of the United States, and 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, Frank E. Hudson and Mable Hudson, for the sum of \$2,360, plus interest at the rate of six per cent (6%) from April 21, 1950, until paid, and the costs of this action.


United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Francis J. Rivera, Beulah T. Rivera,
Charles D. Akers and Jeanie Akers,

Defendants.

Civil No. 4575

FILED
IN OPEN COURT

DEC 12 1958

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

J U D G M E N T

NOW, on this 12th day of December, 1958, the above cause coming on for hearing pursuant to regular assignment, the plaintiff, United States of America, appearing by Robert S. Risley, United States Attorney, and Fred S. Nelson, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants appearing not in person or by attorney, the court finds that this is a suit on a promissory note and for foreclosure of a mortgage on real estate securing the note, which real estate is located in the County of Ottawa, State of Oklahoma, within the Northern Judicial District of Oklahoma.

The court further finds that due and legal personal service of summons has been made upon the defendants, Francis J. Rivera, Beulah T. Rivera, Charles D. Akers and Jeanie Akers, requiring that they answer the complaint filed herein not more than twenty (20) days after the date of service of summons, and the court further finds that the defendants have failed and neglected to answer or otherwise plead to the complaint, and the defendants, and each of them are therefore adjudged in default and the court being fully advised, finds that all of the allegations and averments in the complaint of the plaintiff are true.

The court further finds that the defendants, Charles D. Akers and Jeanie Akers, on June 24, 1955, for a valuable consideration, made, executed and delivered to Norman P. Mason, Federal Housing Commissioner, his successors and assigns, their certain mortgage note in the principal sum of \$5,700.00, with interest thereon at the rate of $4\frac{1}{2}\%$ per annum; that on or about June 24, 1955, as part of the same transaction, and for the purpose of securing the payment of the mortgage note, the defendants, Charles D. Akers and Jeanie Akers, made, executed and delivered to Norman P. Mason, Federal Housing Commissioner, his successors and assigns, a certain written mortgage covering the following described real estate, to-wit:

Lot Ten (10), Block Six (6), in Nancy Lee Addition to the City of Miami, Ottawa County, State of Oklahoma, according to the amended plat thereof.

The mortgage was duly recorded on July 1, 1955, in Book 252, page 148 of the records of the Office of the County Clerk of Ottawa County, Oklahoma, after the required mortgage tax was paid.

The court further finds that on or about February 29, 1956, Charles D. Akers and Jeanie Akers, husband and wife, conveyed the above described property by warranty deed to Francis J. Rivera and Beulah T. Rivera, "subject to a first mortgage to the Federal Housing Administration now of record."

The court further finds that the defendants, Charles D. Akers and Jeanie Akers, made default in payment of the above described mortgage note in that they failed to pay the note according to its terms, and there is now due and owing on the note an unpaid balance of \$5,382.82, with interest thereon at the rate of \$.64932 per day from May 7, 1958, to date of judgment herein, together with interest on the judgment at the rate of 6% per annum from the date judgment is entered herein until paid, together with the costs of this action, accrued and accruing.

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that plaintiff have and recover judgment against the defendants, Charles D. Akers and Jeanie Akers, for the sum of \$5,382.82, with interest at the rate of 4 $\frac{1}{2}$ % per annum, or \$.64932 per day from May 7, 1958, to date of judgment herein, together with interest on the judgment at the rate of 6% per annum from the date judgment is entered herein until paid, together with the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that if this judgment remain unpaid after the expiration of six (6) months from the date of this judgment, an order of sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell according to law, without appraisal, the lands and tenements described in the mortgage, to-wit:

Lot Ten (10), Block Six (6), in Nancy Lee Addition to the City of Miami, Ottawa County, State of Oklahoma, according to the amended plat thereof,

and apply the proceeds as follows:

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

If the amount derived from such sale is insufficient to satisfy plaintiff's judgment, interest and costs, that execution issue against the defendants, Charles D. Akers and Jeanie Akers, for the remainder unpaid.

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

131 Royce H. Savage
U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4597

255 Bags article labeled in part
"25 lbs. net wt. Aunt Jemima Corn
Meal --- manufactured by the Quaker
Oats Company ---,"

Claimant.

FILED

DEC 1 2 1958

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

REASONS OF CONDEMNATION

On November 26, 1958, a libel of information against the above described article was filed in this court on behalf of the United States of America by the United States Attorney for this district. The libel alleges that the article proceeded against is a food which was shipped in interstate commerce and is adulterated in violation of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. 342(a)(3) and 342(a)(4). Pursuant to Writ issued by this court, the United States Marshal for this district seized said article on December 1, 1958.

The aforesaid article is in possession of Hale-Halsell Company, who is the owner thereof and who consents that a decree as prayed for in the libel be entered condemning the article under seizure.

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

ORDERED, ADJUDGED AND DECREED that said article under seizure is adulterated in violation of 21 U.S.C. 342(a)(3) and 342(a)(4), and is therefore condemned pursuant to 21 U.S.C. 334(a), and that the United States Marshal in and for the Northern District of Oklahoma do forthwith destroy the same and make return of his action to this court.

DATED this 12th day of December, 1958.

Boyer H. Swase
U. S. DISTRICT JUDGE

We hereby consent to the entry of the foregoing Decree.

Robert S. Bizley
United States Attorney

Hale-Halsell Company

By Walter Grant
Vice-President

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

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation,

Plaintiff

vs.

OSAGE COUNTRY CLUB APARTMENTS, INC., a corporation, et al.,

Defendants.

FILED

No. 4526.

DEC 17 1958

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

J U D G M E N T

On this 17th day of December, 1958, pursuant to findings of fact and conclusions of law entered herein,

IT IS ORDERED, ADJUDGED AND DECREED by the court that the plaintiff, The Prudential Insurance Company of America, have and recover of and from the defendant, Osage Country Club Apartments, Inc., a corporation, the sum of \$166,487.20, with interest thereon from June 25, 1958, at the rate of 4% per annum, attorney's fees in the sum of \$10,300.00, and the costs of this suit.

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

Lot Two (2), Block Six (6), Osage Hills, an Addition to the City of Tulsa, Osage County, State of Oklahoma, according to the recorded plat thereof, as recorded in Book Two (2) of Plats on pages 27 and 28, in the office of the County Clerk, Osage County, Oklahoma,

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

General Electric Refrigerators

AND

- 84042694
- 84041285
- 83066903
- 83064097
- 83067062
- 83066633

LHD

- 83318405
- 83318488
- 83318306
- 83317966
- 83317972
- 83318625
- 83317253

MAGIC CHEF RANGES
Model 5501-4

44739
37510
44773
44731
44792
44745
44732
44774
44727
58681

Model 501-4
10424
14389
14404

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

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

IT IS FURTHER ORDERED that all furniture in the hands of the Receiver herein, except that hereinbefore mentioned, belongs to the defendant Anna Snow and is not subject to the lien of the plaintiff's mortgage and the same should be delivered to the said Anna Snow.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in the event the judgment hereinabove rendered for the plaintiff, with interest, attorneys' fees, and costs, be not satisfied in full, immediately, the above described lands, premises and property be sold in one parcel by the United States Marshal for the Northern District of Oklahoma, at public auction at the premises above described, to the highest bidder for cash; that the said Marshal, before making said sale, shall have said property appraised and publish notice of sale as provided by law. That at such sale plaintiff may bid and become a purchaser, and the amount of the purchase price applied, first to the payment of all costs, and second to the judgment of the said

plaintiff including interest and attorneys' fees; and, third, that the balance remaining, if any, be paid into court to abide the further judgment of the court; that after making such sale, the said Marshal shall make return to this court of his proceedings under this judgment, and that upon confirmation thereof the said Marshal shall give to the purchaser a bill of sale to the personal property and a deed to the real estate sold under this judgment, and that said purchaser be let into possession of such premises and personal property; and that the defendants and all persons claiming under them since the filing of the Complaint in this suit be thereupon barred, restrained, and enjoined from claiming or asserting any right, title, interest, or right of redemption in or against said real estate and personal property.

151 Royal W. Savage
United States District Judge.

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

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, a corporation,
Plaintiff,
vs.
OSAGE COUNTRY CLUB APARTMENTS,
INC., a corporation, et al.,
Defendants.

No. 4527.

FILED

DEC 17 1958

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

J U D G M E N T

On this 17 day of December, 1958, pursuant to findings of fact
and conclusions of law entered herein,

IT IS ORDERED, ADJUDGED and DECREED by the court that the plaintiff,
The Prudential Insurance Company of America, have and recover of and from the
defendant Osage County Club Apartments, Inc., a corporation, the sum of
\$164,463.64, with interest thereon from March 1, 1958, at the rate of 4% per
annum, attorneys' fees in the sum of \$10,300.00, and the costs of this suit.

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

Lot Three (3), Block Six (6), Osage Hills, an
Addition to the City of Tulsa, Osage County, State
of Oklahoma, according to the recorded plat thereof, as
recorded in Book Two (2) of Plats on pages 27 and 28,
in the Office of the County Clerk, Osage County, Oklahoma,

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

14 Magic Chef Gas Ranges, Model 5501-4

Numbers:

58690	58692
58686	61590
61592	58696
58685	61594
58688	44790
61611	58633
58634	61597

7 General Electric NC 6 Refrigerators RED

Numbers:

81081602
82082058
8208159
82022038
82080916
82082026
82080986

7 General Electric NC 6 Refrigerators LED

Numbers:

82061136
8082007
81082195
81077528
81081918
82060671
82061093

Also all easily removable real estate items, namely all plumbing equipment of every kind and nature, hot water heaters and water heating equipment, wall heaters of every kind and nature, electrical fixtures, clothes lines, garbage disposal cans, laundry trays, sump pumps, screens, venetian blinds, and all other operating equipment of every kind and nature used in the operation of said housing project, except furniture herein decreed to the defendant Anna Snow,

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

IT IS FURTHER ORDERED that all furniture in the hands of the Receiver herein, except that hereinbefore mentioned, belongs to the defendant Anna Snow and is not subject to the lien of the plaintiff's mortgage and the same should be delivered to the said Anna Snow.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that in the event the judgment hereinabove rendered for the plaintiff, with interest, attorneys' fees, and costs, be not satisfied in full, immediately, the above described lands, premises and property be sold in one parcel by the United States Marshal for the Northern District of Oklahoma, at public auction at the premises above described, to the highest bidder for cash; that the said Marshal, before making said sale, shall have said property appraised and publish notice of sale as provided by law. That at such sale, plaintiff may bid and become the purchaser, and the amount of the purchase price applied first, to the payment of all costs; and second, to the judgment of the said plaintiff, including interest and attorneys' fees; and third, that the balance remaining, if any, be paid into court to abide the further judgment of the

court; that after making such sale, the said Marshal shall make return to this court of his proceedings under this judgment, and that upon confirmation thereof the said Marshal shall give to the purchaser a bill of sale to the personal property and a deed to the real estate sold under this judgment, and that said purchaser be let into possession of such premises and personal property; and that the defendants and all persons claiming under them since the filing of the Complaint in this suit be thereupon barred, restrained, and enjoined from claiming or asserting any right, title, interest, or right of redemption in or against said real estate and personal property.

121 Royce H. Savage
United States District Judge.

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

Civil No. 4866

One 1957 Oldsmobile Holiday Sedan,
Serial No. 577M9667, its tools
and appurtenances,

Respondent,

Thomas Edward Williams,
Mrs. Thomas Edward Williams,
Alden Fathigren, and Community
State Bank, Bristow, Oklahoma,

Claimants.

FILED

DEC 17 1958

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

AMENDED JUDGMENT

The judgment entered in this cause on the 6th day of November, 1958,
is hereby amended to read as follows:

Pursuant to the findings of fact and conclusions of law, it is hereby
ORDERED, ADJUDGED AND DECREED that the respondent 1957 Oldsmobile Holiday Sedan,
Serial No. 577M9667, its tools and appurtenances, are not subject to forfeiture,
and the libelant, United States of America, is denied forfeiture. The claimant,
Thomas Edward Williams, is entitled to possession of respondent automobile with-
out being required to pay the storage charges for respondent automobile or other
costs of this action.

Dated this 18th day of December, 1957.

ROYCE H. SAVAGE
United States District Judge

Approved:


Frederick S. Nelson
Assistant U. S. Attorney

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

SIMMONS COMPANY,
Plaintiff

vs.

VANDEVER DRY GOODS CO. (INC.)

and

SLUMBER-WUNDER PRODUCTS, INC.
EDGAR E. KOPP,
LEO KOPP, and
BELLA KOPP,

Defendants

Civil Action No. 4347

FILED

DEC 19 1958

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

FINAL JUDGMENT AGAINST DEFENDANTS
SLUMBER-WUNDER PRODUCTS, INC.,
EDGAR E. KOPP, LEO KOPP, and
BELLA KOPP

THIS CAUSE having come on to be heard upon the pleadings, evidence, oral arguments and briefs, and the cause having been considered by the Court,

It is hereby Ordered, Adjudged and Decreed that:

1. The trademark BEAUTYREST and the United States Registrations thereof, Nos. 207,821 and 512,535 are valid, and in full force.
2. Plaintiff is the exclusive owner of said trademark and registrations, and of all rights pertaining thereto in respect of the use of said trademark for bedding and related products throughout the United States.

3. Defendants Slumber-Wunder Products, Inc., Edgar E. Kopp, Leo Kopp and Bella Kopp have infringed upon the rights of Plaintiff in said trademark by using, within the United States the notation BODYREST in connection with the sale, offering for sale and advertising of mattresses and box springs not made by Plaintiff.

4. Said Defendants have infringed upon the rights of Plaintiff in said trademark registrations by using the notation BODYREST in connection with the sale, offering for sale and advertising of mattresses and box springs, not made by Plaintiff, in interstate commerce.

5. Said Defendants have competed unfairly and unlawfully with Plaintiff to Plaintiff's injury by using and advertising the number "837" in connection with the sale and advertising of their mattress and box spring.

6. Said Defendants have competed unfairly and unlawfully with Plaintiff, to Plaintiff's injury by using on said BODYREST mattress and box spring, for the purpose of confusing the public, a covering material closely simulating the covering material of Plaintiff's BEAUTYREST mattress and box spring, and by attaching to said mattress a label closely simulating the label of said BEAUTYREST mattress.

7. Said Defendants have competed unfairly and unlawfully with Plaintiff, to Plaintiff's in-

jury, by promoting, among said Defendants' customers, the advertising to the public of mattresses and box springs under the notation BODYREST, and with the description of said mattresses and box springs as "Nationally Famous", as having been regularly sold at a price of \$79.50 each and as having "837" coils, all of which statements were false as applied to said BODYREST mattress, but are true of Plaintiff's BEAUTYREST mattress, and which statements together with the simulation of the appearance of Plaintiff's BEAUTYREST mattress and box spring in pictorial representations in said advertising, and the display thereon of the notation BODYREST in said advertisements, were calculated to mislead prospective purchasers into believing that Plaintiff's BEAUTYREST mattress and box spring were offered for sale by the customers of said Defendants, and at reduced prices, when such was not the case.

8. Defendant Slumber-Wunder Products, Inc., and said individual Defendants Edgar E. Kopp, Leo Kopp and Bella Kopp, their agents, employees and attorneys, and all acting under or through, are each hereby perpetually enjoined from:

(a) Using, or encouraging others to use, the notation BODYREST or any other simulation of Plaintiff's trademark BEAUTYREST, in connection with the advertising, offering for sale or sale of mattresses, box springs or related products not made by Plaintiff;

(b) Using, or encouraging others to use, the numeral "837" in connection with the advertising, offering for sale or sale of mattresses, box springs or related products not made by Plaintiff;

(c) Using, or encouraging others to use, pictorial representations of Plaintiff's BEAUTYREST mattress or box spring in the advertising of mattresses or box springs which are not genuine BEAUTYREST mattresses or box springs;

(d) Using, or encouraging others to use, in the advertising or sale of mattresses or box springs not made by Plaintiff any cover, label, trademark, picture, description of product and statement of price guarantee or other term of sale, or any lesser combination of the foregoing, which is likely to confuse the purchasing public into believing that the mattress or box spring advertised or offered for sale is the BEAUTYREST mattress or box spring.

9. Said Defendants are hereby ordered to deliver up to Plaintiff, within thirty (30) days from the entry of this judgment, all labels in their possession bearing the notation BODYREST or the numeral "837".

10. Plaintiff shall recover from said Defendants, jointly and severally, its costs ~~and disburse-~~

7/25/50
H. Van

~~ments, together with \$2,000.00 attorneys' fees,~~ and
shall have execution thereof against said Defendants.

W. J. ...

Royce H. Savage
United States District Judge

December 19th, 1958
Tulsa, Oklahoma

PROOF OF SERVICE

A copy of the foregoing Findings of Fact, Conclusions of Law and Final Judgment against Defendants Slumber-Wunder Products, Inc., Edgar E. Kopp, Leo Kopp and Belle Kopp, were sent to John C. Moran, Esq., 915 Leonhardt Building, Oklahoma City 2, Oklahoma, attorney for the individual Defendants, by Air Mail, postage prepaid, on November 20th, 1958.

Francis R. Green
Of Counsel for Plaintiff

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Jess Allen, Jr.,
Plaintiff,

vs.

American Wrecking Co.,
a corporation,
Defendant.

Civil Action No. 4528

FILED

DEC 19 1958

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

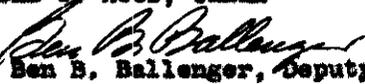
J U D G M E N T

This action came on for trial before the court and a jury, the Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on October 13, 1958 having rendered a verdict for the plaintiff to recover of the defendant damages in the amount of Four Thousand, Two Hundred Sixty-Two and 40/100 (\$4,262.40) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff, Jess Allen, Jr., recover of the defendant, American Wrecking Co., a corporation, the sum of Four Thousand, Two Hundred Sixty-Two and 40/100 (\$4,262.40) Dollars, with interest thereon at the rate of 6% per annum from the date hereof until paid, and his cost of action.

Dated at Tulsa, Oklahoma, this 19th day of
December, 1958.

NOBLE C. HOOD, CLERK

By 
Ben B. Ballenger, Deputy

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

PEARL A. WANAMAKER,

Plaintiff,

-vs-

THE OIL CAPITAL SALES CORPORATION,
a corporation,

Defendant.

No. 4109 Civil

FILED

DEC 22 1958

O R D E R

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

The application of the defendant in the above captioned case came on for hearing before the undersigned Judge of the United States District Court for the Northern District of Oklahoma this 17th day of December, 1958; and for good cause shown and the reasons set forth in applicant's motion,

IT IS THE ORDER OF THIS COURT that the within case, being No. 4109 in this Court, be and the same is hereby transferred to the United States District Court for the Western District of Oklahoma, and the clerk of said Court is so directed.


Judge

(SEAL)

APPROVED THIS 19 day
of December, 1958
Tonkoff, Holst & Loop
616 Keller Building
Yakima, Washington

William Bishop
Box 617
Seminole, Oklahoma

By William Bishop

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

WESTERN CASUALTY & SURETY COMPANY,
a corporation

Plaintiff,

-v-

GEORGE R. GODFREY et al.,

Defendants.

No. 4511 Ci

FILED

DEC 12 1958

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

ORDER OF DISMISSAL

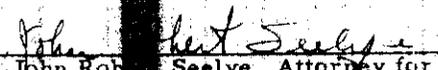
Now on this 7th day of November, 1958, there came on for hearing the motion of the defendant George R. Godfrey, and the motion of the defendants Carl C. McCrary, individually, and George R. Godfrey and Carl C. McCrary, co-partners doing business as Godfrey & McCrary Insurance Agency, for dismissal of original and amended complaints of the plaintiff; and plaintiff being represented by its counsel, John Robert S. [unclear], and the defendant, George R. Godfrey, being represented by his counsel, LeRoy Blackstock, and the defendants, Carl C. McCrary, individually, and George R. Godfrey and Carl C. McCrary, as co-partners doing business as Godfrey & McCrary Insurance Agency, being represented by J. C. Pinkerton, and said motions being attached in their regular order pursuant to formal setting, and both sides having announced ready, the Court thereupon heard the arguments and statements of counsel, and the Court having considered the same, together with the briefs filed herein, and being fully advised in the premises, finds:

That the amended complaint of the plaintiff was filed in this case subsequent to the enactment of Public Law No. 85-554 enacted by the Second Session of the Eighty-fifth Congress in July, 1958, which law amended Section 1332 of Title 28 of United States Code establishing the jurisdiction of this court to those controversies exceeding the sum of \$10,000.00; that the amount sued upon in plaintiff's amended complaint is in the sum of \$5,086.00 exclusive of interest. The court further finds that the commencement of the action herein dated from September 26, 1958, the date of the filing of the amended complaint and the issuance of subpoenas to the co-partnership and that said action was commenced subsequent to the enactment of the statute above recited increasing the minimum jurisdictional amount of this court, and that, therefore, this court has no jurisdiction to hear and determine this cause, and that said motions should be sustained dismissing plaintiff's original and amended complaints:

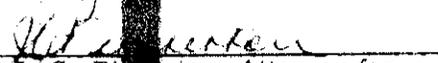
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff's original and amended complaints are hereby dismissed at the cost of the plaintiff.


UNITED STATES DISTRICT JUDGE

APPROVED TO FORM:


John Robert Seelye, Attorney for Plaintiff


LeRoy B. Blackstock, Attorney for
Defendant George R. Godfrey


J. C. Plympton, Attorney for
Defendants Carl C. McCrary, individually
and Carl C. McCrary and George R.
Godfrey, as co-partners d/b/a Godfrey
and McCrary Insurance Agency.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 4430

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

Defendants.

FILED

DEC 31 1958

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

J U D G M E N T

I

This cause, coming on for disposition on this 31st day
of December, 1958, the Court finds that:

II

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

III

Service of process has been perfected either personally or by
publication notice as provided by Rule 71 A of the Federal Rules of Civil
Procedure on all parties defendant in this cause except as to defendants
interested in Tracts Nos. C-317, D-403 and J-1001 as described in the
Declaration of Taking filed herein.

IV

The Acts of Congress set out in paragraph 2 of the Complaint
filed herein give the United States of America the right, power, and
authority to condemn for public use the land described in Schedule A
attached to such Complaint. Pursuant thereto, on February 20, 1958,
the United States of America has filed its Declaration of Taking of such
described land, and title thereto should be vested in the United States
of America.

V

On February 20, 1958, there was deposited in the Registry of
this Court as estimated compensation for the taking of the lands described
in Schedule A of the Complaint filed herein certain sums of money, and at
various times, certain portions of these deposits have been disbursed as
set out in paragraph 10 below.

VI

The Report of Commissioners filed herein on September 16, 1958, is hereby accepted and adopted as a finding of fact as to all tracts covered by such report. The amount of just compensation as to each tract as fixed by the Commission and now adopted by the Court is set out in paragraph 10 below.

VII

Certain deficiencies exist between the amounts deposited as estimated just compensation and the amounts fixed by the Commission and the Court as just compensation. These deficiencies are set out in paragraph 10 below.

VIII

The persons named in paragraph 10 as recipients of the awards of just compensation are found by the Court to be the only defendants asserting any interest in the estates condemned herein, all other defendants having either disclaimed or defaulted; the named defendants are the owners of the respective estates as designated, and as such, are entitled to distribution of just compensation therefor.

IX

It Is Therefore ORDERED, ADJUDGED, AND DECREED that the United States of America has the right, power, and authority to condemn for public use the property described in Schedule A attached to the Complaint filed herein, and such property, to the extent of the estate indicated and for the uses and purposes described in the Declaration of Taking filed herein, is CONDEMNED and title thereto is vested in the United States of America, and all defendants herein and all other persons are forever barred from asserting any claim thereto, with the exception of Tracts C-317, D-403 and J-1001 as described in Schedule A, which three tracts are specifically excluded from this judgment.

X

It Is Further ORDERED, ADJUDGED AND DECREED that the right to just compensation for the respective estates taken herein is vested in the defendants whose names appear below in this paragraph; the Commissioners' report of September 16, 1958, is hereby confirmed and the sums therein fixed are adopted as just compensation for each tract condemned, and reported therein. These defendants, named below, shall have and recover judgment against the United States of America, including interest, according to the following schedule:

TRACTS NOS. C-301, C-301E-1, C-301E-2, and C-301E-3

Compensation fixed by Commission and Adopted by Court:		
Surface	\$8,600.00	
Minerals	455.00	
Total Award	\$9,055.00	\$9,055.00
Deposited as estimated compensation	3,666.00	
Deposit Deficiency	\$5,389.00	
<hr/>		
Judgment for Doss Briggs		\$9,055.00
Plus interest at 6% per annum on \$5389.00 deposit deficiency until such deficiency be deposited in the registry of this court.		

TRACTS NOS. C-303 and C-303E

Compensation fixed by Commission and adopted by Court:		
Surface	\$3,100.00	
Minerals	235.00	
Total Award	\$3,335.00	\$3,335.00
Deposited as estimated Compensation	2,335.00	
Deposit Deficiency	\$1,000.00	
<hr/>		
Judgment for Heirs of Estate of Samuel West, deceased		\$3,335.00
Plus interest at 6% per annum on \$1,000.00 deposit deficiency until such deficiency be deposited in the Registry of this Court.		

This Judgment shall be disbursed upon the proof to the Court of heirship and the filing herein of an order of Court setting out the amount to be distributed to each heir.

TRACT NO. C-313

Compensation fixed by Commission and Adopted by Court:		
Surface	\$28,750.00	
Minerals	750.00	
Total Award	\$29,500.00	\$29,500.00
Deposited as estimated Compensation	\$24,850.00	
<hr/>		
Original Deposit Deficiency	\$4,650.00	
Less Amount for Property Excluded	1,400.00	1,400.00
<hr/>		
Present Deposit Deficiency	\$3,250.00	

Judgment for Thomas R. Quigley and Lena C. Quigley, his wife	\$28,100.00	<i>Less Amount</i>
Plus interest at 6% per annum on \$4,650.00 deposit deficiency to August 29, 1958, plus interest at such rate on \$3,250.00 deposit deficiency from August 29, 1958, until such deficiency be deposited in the Registry of this Court.	<i>24,850.00</i>	<i>disbursed 12/14/58</i>
	<u>\$ 3,250.00</u>	

TRACTS NOS. C-322 and C-322E

Compensation fixed by Commission and Adopted by Court:		
Surface	\$4,450.00	
Minerals	370.00	
Total Award	\$4,820.00	\$4,820.00
Deposited as Estimated Compensation	4,420.00	
Deposit Deficiency	400.00	
<hr/>		
Less Amount Disbursed September 22, 1958		4,420.00
<hr/>		
Deficiency Judgment for Mack Ellison		\$400.00
Plus interest at 6% per annum on \$400.00 deposit deficiency until such deficiency be deposited in the registry of this Court.		

TRACT NO. D-418

Compensation fixed by Commission and Adopted by Court:		
Surface	\$900.00	
Minerals	100.00	
Total Award	<u>\$1,000.00</u>	\$1,000.00
Deposited as Estimated Compensation	560.00	
Deposit Deficiency	<u>\$440.00</u>	
Less Amount Disbursed September 29, 1958		<u>560.00</u>

Deficiency Judgment for Lorene M. Hudspeth and
L. J. Hudspeth \$440.00
Plus interest at 6% per annum on \$440.00
deposit deficiency until such deficiency
be deposited in the Registry of this Court.

TRACT NO. D-426

Compensation fixed by Commission and Adopted by Court:		
Surface	\$3,400.00	
Minerals	200.00	
Total Award	<u>\$3,600.00</u>	\$3,600.00
Deposited as Estimated Compensation	3,025.00	
Deposit Deficiency	<u>\$575.00</u>	

Judgment for H. G. Jenkins \$3,600.00 *Real amount*
Plus interest at 6% per annum on 3,025.00 *disbursed 12/15/58*
\$575.00 deposit deficiency until such ~~575.00~~
deficiency be deposited in the Registry
of this Court.

TRACT NO. D-429

Compensation fixed by Commission and Adopted by Court:		
Surface	\$750.00	
Minerals	75.00	
Total Award	<u>\$825.00</u>	\$825.00
Deposited as Estimated Compensation	420.00	
Deposit Deficiency	<u>\$405.00</u>	
Less Amount Disbursed September 22, 1958		<u>420.00</u>

Deficiency Judgment for Carl Q. Hause and
Mrs. Carl Q. Hause \$405.00
Plus interest at 6% per annum on \$405.00
deposit deficiency until such deficiency
be deposited in the Registry of this Court.

TRACTS NOS. D-449 and D-453

Compensation fixed by Commission and Adopted by Court for D-449:		
Surface	\$360.00	
Minerals	46.00	
Total Award	<u>\$406.00</u>	\$406.00
Deposited as Est. Comp. for D-449	261.00	
D-449 Deposit Deficiency		<u>\$145.00</u>

Compensation fixed for D-453:		
Surface	\$585.00	
Minerals	60.00	
Total Award	<u>\$645.00</u>	\$645.00
Deposited as Est. Comp. for D-453	368.00	
D-453 Deposit Deficiency		<u>\$277.00</u>
Total Deficiency for both tracts		<u>\$422.00</u>

Judgment for C. W. Mobley and
Vivian Mobley \$1,051.00
Plus interest at 6% per annum on \$422.00
deposit deficiency until such deficiency
be deposited in the Registry of this Court.

TRACT NO. G-720

Compensation fixed by Commission and Adopted by Court:		
Surface	\$400.00	
Minerals	35.00	
Total Award	<u>\$435.00</u>	\$435.00
Deposited as Estimated Compensation	393.00	
Deposit Deficiency	<u>\$42.00</u>	
Judgment for Thomas W. Sanders		<u>\$435.00</u>
Plus interest at 6% per annum on \$42.00 deposit deficiency until such deficiency be deposited in the Registry of this Court.		

TRACT NO. G-721

Compensation fixed by Commission and Adopted by Court:		
Surface	\$250.00	
Minerals	20.00	
Total Award	<u>\$270.00</u>	\$270.00
Deposited as Estimated Compensation	248.00	
Deposit Deficiency	<u>22.00</u>	
Less Amount Disbursed May 5, 1958		<u>248.00</u>
Deficiency Judgment for C. Lea Hogue, Winona Hogue and Bob Chiles		<u>\$22.00</u>
Plus interest at 6% per annum on \$22.00 deposit deficiency until such deficiency be deposited in the Registry of this Court.		

Except as otherwise stated, interest on above deficiencies shall begin on February 20, 1958.

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

(s) Royce H. Savage
UNITED STATES DISTRICT COURT

APPROVED AS TO FORM:

Hubert A. Marlow
Asst. U.S. Atty.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

Vs.

Civil No. 4430

632.72 Acres of Land, More or Less,
Situate in Rogers County, Oklahoma,
and Essie Briggs, et al., and
Unknown Owners,

Defendants.

AFFIDAVIT

I, Hubert A. Marlow, of lawful age being first duly sworn upon oath depose and say, I am one of the attorneys for the plaintiff, United States of America, and that to the best of my knowledge and belief, none of the parties defendant who have any interest in the tracts covered by the foregoing Judgment is in the service of the armed forces of the United States and that none is an infant or incompetent.

Hubert A. Marlow
Hubert A. Marlow
United States Attorney

Subscribed and sworn before me this 31st day of December, 1958.

W. M. Ewing
W. M. Ewing

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

HALLMAC CONSTRUCTION COMPANY,
a Texas Corporation,

Plaintiff,

vs.

NEW AMSTERDAM CASUALTY COMPANY,
et al,

Defendants.

No. 4469-C

FILED

DEC 31 1958

J U D G M E N T

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

Pursuant to order entered on pre-trial of this cause on September 22, 1958, this cause comes on for hearing without a jury, pursuant to setting and notice to parties involved; intervenors, Floyd L. Rheam and Stanley D. Campbell, appearing in person and defendant and cross-petitioner, Hallmac Construction Company, appearing by its attorney, Edward O. Monnet, of the firm of Monnet, Monnet & Monnet; and upon statements of counsel and documentary evidence submitted at pre-trial and on this date the court made its findings of fact and conclusions of law as the basis of the judgment to be rendered herein, and in accordance with such findings and conclusions

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that intervenors, Floyd L. Rheam and Stanley D. Campbell, have a valid attorneys' lien to the extent of \$2500.00 upon the funds paid into court in this interpleader action by plaintiff and there being remaining in said funds after disbursements heretofore authorized, the sum of \$2340.75, the clerk of this court is ordered and

directed to pay and disburse said amount to said intervenors,
Floyd L. Rheam and Stanley D. Campbell.

Dated this 31st day of Dec., 1958.

19 Royce H. Savage
United States District Judge

Approved as to form:

Floyd L. Rheam
Stanley D. Campbell
Intervenors

MONNET, MONNET & MONNET

BY Edward O. Monnet
Attorneys for New Amsterdam
Casualty Company.

RJU:mmm
12/31/58

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

FILED

ADKINS OIL CORPORATION OF TEXAS,)
CECIL H. HANKINS and E. D. SHIRLEY,)
)
Plaintiffs,)

-vs-

BIRD WELL SURVEYS OF OKLAHOMA,)
INC., a Delaware Corporation,)
)
Defendant.)

DEC 31 1958

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

Civil No. 4557

SUMMARY JUDGMENT

The Motion of the Defendant for Summary Judgment pursuant to Rule 56 (c) of the Federal Rules of Civil Procedure, having been presented, and the Court having heard oral argument thereon, and Briefs having been submitted by all parties, and being fully advised finds:

That the Defendant is entitled to a Summary Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Defendant's Motion For Summary Judgment be, and the same is hereby granted; that the plaintiffs have and recover nothing by their suit; that the Defendant, Bird Well Surveys of Oklahoma, Inc., a Delaware Corporation, go hence without day, and that Defendant recover its costs and charges in its behalf expended and have execution therefor; that the Bond of Removal executed by the Defendant and its surety, the Continental Casualty Company, be exonerated and the Defendant and its surety be and are hereby discharged and released from any and all liability.

Dated this 31st day of December, 1958.


United States District Judge
Northern District of Oklahoma

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

One 1955 Ford Tudor Victoria,
Motor No. U5N122864, its tools
and appurtenances,

Respondent,

Walter Rogers, Alma Rogers,
Wanda Rogers and D. E. Welch
Investment Corporation,

Claimants.

Civil No. 4615

FILED

DEC 3 1 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, IT IS HEREBY
ORDERED, ADJUDGED, AND DECREED that the respondent 1955 Ford Tudor Victoria,
Motor No. U5N122864, its tools and appurtenances, be and the same are hereby
forfeited to the United States of America, and the claim of D. E. Welch In-
vestment Corporation for remission or mitigation of forfeiture of this respond-
ent is hereby granted. The claimants, Walter Rogers, Alma Rogers and Wanda
Rogers, have no claim, right, title or interest whatsoever in respondent vehicle.
Upon payment of the costs of seizure and storage of the respondent vehicle, the
United States Marshal for the Northern District of Oklahoma shall deliver the
respondent vehicle to the D. E. Welch Investment Corporation, 911 East 4th
Street, Tulsa, Oklahoma.

Dated this 21 day of December, 1958.

Royce H. Long
United States District Judge

J. R. Hickman
Atty for Welch
Derry G. Krohn
Atty for Libelant