

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

ALPER BLOOM COMPANY, A  
Corporation,

Plaintiff,

vs.

FIELD'S OF TULSA, INC., A  
Corporation,

Defendant.

No. 4481

**FILED**

JAN 5-1959

O R D E R

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

Upon the motion of the plaintiff, IT IS HEREBY  
ORDERED that the above captioned cause is dismissed with  
prejudice at the cost of the plaintiff.

Dated this 5th day of Jan., 1959.

18/ Royce H. Savage  
J U D G E

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

Jess Allen, Jr.,

Plaintiff,

vs.

American Wrecking Company,  
a Corporation,

Defendant.

)

)

) No. 4528 Civil

)

) **FILED**

)

JAN 6 - 1959

JOURNAL ENTRY

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

Now on this the 10th day of October, 1958, this cause comes on for trial pursuant to regular setting. All parties appeared and having announced ready for trial the court proceeded to the trial of this cause. Plaintiff introduced his evidence and having rested the defendant interposed its motion to dismiss plaintiff's cause for the reason that all of the evidence introduced failed to establish facts sufficient to warrant the court or jury in granting the relief sought. The court having heard arguments upon said motion to dismiss reserved ruling upon the same. Whereupon, the defendant introduced its evidence and all of the evidence having been introduced and all parties having announced they rest, the defendant renewed its motion to dismiss and moved the court to direct the jury to return a verdict in favor of the defendant, for the reason that all of the evidence introduced was insufficient to warrant the granting of the relief sought. The court then reserved its ruling upon said motion for directed verdict and submitted the cause to the jury.

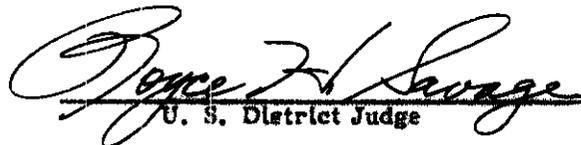
And now on this the 13th day of October, 1958, all parties appeared as before, and the jury in open court returned its verdict in favor of the plaintiff in the sum of \$4,262.40.

On the 17th day of October, 1958, defendant filed its motion for judgment notwithstanding the verdict, and on the 11th day of November, 1958, counsel appeared upon said motion. Whereupon, the court called for a partial transcript of the testimony and took the matter under advisement.

And now on this the 19th day of December, 1958, the parties appeared pursuant to notice and the court announced that the motion to dismiss interposed by defendant, as aforesaid, and its motion for directed verdict, should be overruled and denied and that defendant's motion for judgment notwithstanding the verdict should be overruled.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that defendant's motion to dismiss interposed at the conclusion of the plaintiff's case and its motion for directed verdict, and the defendant's motion for judgment notwithstanding the verdict, be overruled and denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Jess Allen, Jr., have and recover judgment against the defendant, American Wrecking Company, a Corporation, in the sum of Four Thousand Two Hundred Sixty-two and 40/100 (\$4,262.40) Dollars, with interest thereon at the rate of six per cent (6%) per annum from date, until paid, and for the costs of this action.

  
U. S. District Judge

IN THE UNITED STATES DISTRICT COURT IN AND 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, et al,

Defendants.

No. 4470-Civil

**FILED**

JAN 7 - 1959

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

J U D G M E N T

This cause came on for hearing on this 22nd day of December, 1958, upon the Motion of Midwestern Engine and Equipment Company, Inc., to alter or amend Modified Summary Judgment and the Court's own Motion to Dismiss, at which time the plaintiff appeared by its attorneys, Sanders & McElroy, and the defendants, Tom Childers, G. C. Nordstrom, Floyd L. Walker and George P. Stripplin, appeared by their attorney, Floyd L. Walker, and the defendant, Midwestern Engine and Equipment Company, Inc., appeared by its attorneys, Gable, Gotwals & Hays and Harry T. Hudson, and the defendant, Adamson Oil Company, appeared by its attorney, Stanley D. Campbell. The Court after being advised in the premises, finds that the United States Circuit Court of Appeals for the Tenth Circuit granted the Writ of Prohibition in Cause No. 5959, restraining and prohibiting this Court from enforcing an Order of Injunction heretofore entered in this cause and that by reason thereof, this Court should exercise its discretion by not granting the parties any relief and decline to exercise further jurisdiction. The Court further finds that all findings of fact and conclusions of law and the summary judgment and restraining orders and injunctions heretofore entered, save and except as to the findings and conclusions of jurisdiction should be vacated, set aside and held for naught and this case dismissed without prejudice upon the Court's own motion.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED

by the Court that all findings of fact and conclusions of law, summary judgments, restraining orders and injunctions heretofore entered in this cause, save and except as to finding and conclusion of jurisdiction upon the part of this Court be and the same are hereby vacated, set aside and held for naught, and this cause be and the same is hereby dismissed without prejudice.

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

APPROVED AS TO FORM:

SANDERS & McELROY

By: David H. Sanders  
Attorneys for Plaintiff.

FLOYD L. WALKER, Attorney for Defendants,  
Tom Childers, G. C. Nordstrom, Floyd L.  
Walker, and George E. Striplin.

GABLE, GOTWALS & HAYS and HARRY T. HUBSON

By: G. Ellis Gable  
Attorneys for Midwestern Engine and  
Equipment Company, Inc.

Stanley B. Campbell  
STANLEY B. CAMPBELL, Attorney for Defendant,  
Adams Oil Company.

Signed

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

Jasper Loggins, )  
)  
) /... Plaintiff, )  
)  
)  
) vs. )  
)  
) Poultry Marketers and )  
) Charles L. Tucker, )  
)  
) ... Defendants. )

No. 4588 Civil

**FILED**

JAN 12 1959

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

DISMISSAL WITH PREJUDICE

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

Dated this 17 day of January, 1959.

  
Plaintiff

  
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered cause of action be dismissed with prejudice this 17 day of January, 1959.

**ROYCE H. SAVAGE**

United States District Judge

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintant,

vs.

Civil No. 4563

One 1955 Chevrolet 2-Door,  
Motor No. VB55XO50990, its  
tools and appurtenances,

Respondent,

Hoyle Mouser,

Intervener,

Maddux Chevrolet Company,  
a co-partnership,

Party Claimant.

FILED

JAN 13 1959

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

ORDER CONFIRMING SALE

NOW, on this 5th day of January 1959, there being presented to the Court the return of the United States Marshal's sale made in the above case, pursuant to judgment heretofore entered, and plaintiff appearing by Frederick S. Nelson, Assistant U. S. Attorney for the Northern District of Oklahoma, and no one appearing in opposition thereto, the Court finds that the U.S. Marshal for the Northern District of Oklahoma did advertise for sale, according to law, and did sell at public auction, as directed by the judgment of this Court, one 1955 Chevrolet 2-Door, Motor No. VB55XO50990, which automobile had been seized as the property of Hoyle Mouser and Maddux Chevrolet Company, and that same was sold at the time specified in said public notice at public auction to Dan Wittingham, P.O. Box 55, Red Fork Station, Tulsa, Oklahoma, for the sum of \$510, he being the highest and best bidder therefor, and said sale being valid should be confirmed.

IT IS, THEREFORE, ORDERED AND DECREED by the Court that said sale of the above described automobile to Dan Wittingham be and the same is hereby confirmed and the title to said automobile vested in him, and the U.S. Marshal disburse the proceeds of said sale:

1. Payment of court costs.
2. Payment of costs of seizure, storage, and the Marshal's fees.
3. Payment of the claim of Maddux Chevrolet Company, Holdenville, Oklahoma, in the amount of \$325.00.
4. The residue to be paid to the Treasurer of the United States.

Approved as to form:

Frederick S. Nelson  
Assistant U. S. Attorney

James O. Ellison  
Attorney for Party Claimant

W. Royal H. Long  
United States District 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. 5726231284, its tools  
and appurtenances,

Respondent,

J. C. Mouser,

Intervener,

The City National Bank & Trust  
Company of Oklahoma City,

Party Claimant.

FILED

JAN 13 1959

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

ORDER CONFIRMING SALE

NOW, on this 5th day of January 1959, there being presented to the Court the return of the United States Marshal's sale made in the above case, pursuant to judgment heretofore entered, and plaintiff appearing by Frederick S. Nelson, Assistant U. S. Attorney for the Northern District of Oklahoma, and no one appearing in opposition thereto, the Court finds that the U. S. Marshal for the Northern District of Oklahoma did advertise for sale, according to law, and did call at public auction, as directed by the judgment of this Court, one 1955 Ford Sedan, Motor No. 5726231284, which automobile had been seized as the property of J. C. Mouser and The City National Bank & Trust Company of Oklahoma City, and that same was sold at the time specified in said public notice at public auction to John G. Reid, 821 W. Newton, Tulsa, Oklahoma, for the sum of \$540, he being the highest and best bidder therefor, and said sale being valid should be confirmed.

IT IS, THEREFORE, ORDERED AND DECREED by the Court that said sale of the above described automobile to John G. Reid be and the same is hereby confirmed and the title to said automobile vested in him, and the U.S. Marshal disburse the proceeds of said sale:

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.
4. The residue to be paid to the Treasurer of the United States.

Approved as to form:

Frederick S. Nelson  
Assistant U. S. Attorney

Charles W. Royce  
Attorney for Party Claimant

181 Royce H. Savage  
United States District Judge

WL:mm  
1/14/59

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

ROSS SYSTEMS, a partnership composed )  
of ABE LEVIN, HERMAN LEVIN and )  
WILLIAM LEVIN, Partners, )  
 )  
Plaintiff, )

- vs - )

R. L. ANDERSON (being one and the same per- )  
son as ROBERT LEE ANDERSON) and MRS. R. )  
L. ANDERSON (being one and the same person )  
as NAN ANDERSON), Partners, )  
 )  
Defendants. )

Civil Action  
No. 4447

**FILED**

JAN 15 1959

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

J U D G M E N T

This matter having come on regularly for trial and the testimony of the plaintiff and the defendants having been submitted herein, and the Court having made its Findings of Fact and Conclusions of Law herein, the parties having at all times appeared by their respective attorneys, Ungerman, Grabel, Ungerman, Leiter & Unruh for the plaintiff, and R. Milton Cowen for the defendants, and the Court being fully advised in the premises:

IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff have and is hereby granted judgment against the defendants for the specific performance of the contract executed by the parties on July 31, 1952, copy of which is attached to the Complaint, and the defendants are hereby ordered forthwith to perform said contract for the term thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants forthwith remove from the premises at 1523 North Peoria, Tulsa, Oklahoma, the freezer obtained from sources other than the plaintiff and that the defendants forthwith reinstall the Dari-Delite freezer leased from the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have and is hereby granted judgment against the defendants for the sum of \$1,625.00 as royalties due under the contract for the period ending

January 1, 1959, and for the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants render proper accounting to the plaintiff, as required by said contract, for mix used and royalties due thereon for the period commencing on January 1, 1959, and continuing thereafter during the existence of said contract; that the defendants pay all royalties when due as required by said contract; that the defendants sell no products ~~other~~ <sup>competitive</sup> ~~with~~ "Dari-Delite" or "Dari-Delite" products, in compliance with said contract, and that the defendants use no freezer other than the leased Dari-Delite freezer; and that the defendants abide by all other terms of the contract during the term and existence thereof.

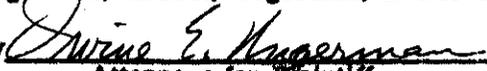
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if the defendants fail to pay the judgment herein granted for the sum of \$1,625.00, and the costs as taxed by the Clerk of this Court, that execution issue against the defendants.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that jurisdiction of this cause be retained by this Court during the term and existence of said contract, and if, upon entry of this Judgment or at anytime thereafter, the defendants fail or refuse to comply therewith, further proceedings may be had herein <sup>and</sup> further relief granted as may be appropriate and proper in the premises.

  
United States District Judge

APPROVED AS TO FORM:

Ungerman, Grabel, Ungerman, Leiter & Unruh

By   
Attorneys for Plaintiff

  
R. M. Cowen, Attorney for Defendants



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

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA, a corporation,  
  
Plaintiff,

vs.

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

FILED

No. 4507.

JAN 16 1959

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

ORDER APPROVING SALE

NOW, on this 16 day of January, 1959 this matter coming on to be heard upon the motion of the plaintiff in the above entitled cause for confirmation of the sale of real estate and personal property made by the United States Marshal for the Northern District of Oklahoma to The Prudential Insurance Company of America on the 22nd day of December, 1958, under a judgment entered in the above cause on the 26th day of September, 1958, as amended by order nunc pro tunc, said sale being of the following described real estate situated in Osage County, State of Oklahoma, to-wit:

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,

together with all personal property therein contained and more particularly described in said judgment; and the court, having examined the proceedings herein, finds that appraisement was waived in the mortgage sued on herein, and any delay in making the sale was waived at the time of judgment; and the court further finds that the sale proceedings have been performed and done in all respects in conformity with the law; that said bid is the highest and best bid that could be obtained; and that said sale was made after due and legal notice of the time and place of sale.

IT IS THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that the Court is satisfied with the legality of said sale.

IT IS FURTHER CONSIDERED, ORDERED AND ADJUDGED by the court that the said sale and all the proceedings herein be and the same are hereby approved and confirmed in all respects; and, upon the request of The Prudential Insurance Company of America in open court, said Marshal is hereby directed to make and execute a good and sufficient deed for said lands, tenements, and personal property to Herman P. Mason, the Federal Housing Commissioner, Washington, D.C., his successors and assigns, whom the said purchaser at said sale, The Prudential Insurance Company of America, has designated to be the grantee in said deed.

IT IS FURTHER CONSIDERED, ORDERED AND ADJUDGED by the court that said deed be made and executed as of January 21, 1959, and that the receiver herein retain said property under his control and direction, as provided by previous order of this court, until said date of January 21, 1959 at which time said Receiver shall file a final report herein, and said final report is set for hearing on the said date of January 21, 1959, at the hour of 9:30 a.m.

19/ Royce H. Savage  
United States District Judge.

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Hershel Edward Troxell,

Defendant.

Civil No. 4595

FILED

JAN 20 1959

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

J U D G M E N T

On this 20 day of January 1959, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendant appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer is and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that defendant is indebted to plaintiff in the sum of \$2,401.13, plus interest, after allowance of all just credits and set-offs; that there remains a balance due, owing, and unpaid in the amount of \$2,401.13, plus interest in the sum of \$968.27, plus additional interest on the principal sum of \$2,401.13 at the rate of four per cent (4%) from November 1, 1957, to the date of judgment, plus interest on the principal sum of \$2,401.13 at the rate of six per cent (6%) after date of judgment until paid.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that plaintiff have judgment against the defendant, Hershel Edward Troxell, for the sum of \$2,401.13, plus interest of \$968.27, plus interest on the principal sum of \$2,401.13 at the rate of four per cent (4%) from November 1, 1957, to date of judgment, plus interest on the principal sum of \$2,401.13 at six per cent (6%) after date of judgment until paid, and for costs of this action.

*15/ Royce 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**

JAN 21 1959

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

ORDER APPROVING RECEIVER'S REPORT  
AND DISCHARGING RECEIVER

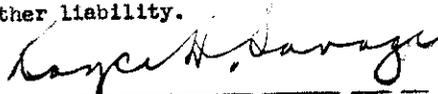
On this 21<sup>st</sup> day of January, 1959, there coming on for hearing the final report of O. B. Johnston, Receiver herein, and the Court, having read said report and being sufficiently advised in the premises, finds that said Receiver has in all respects managed the property placed in his charge according to the orders and directions of this Court, and said final report should be confirmed.

IT IS THEREFORE, Ordered and Decreed that the Final Report of the Receiver herein be and the same is hereby approved.

IT IS FURTHER ORDERED that said Receiver be allowed the sum of \$500.00 as his fee herein, together with attorneys' fee to G. Ellis Gable in the amount of \$500.00 for legal representation of such Receiver, the same to be paid out of the funds in his hands.

IT IS FURTHER ORDERED AND DECREED that the balance on hand after payment of the above fees, in the amount of \$3,821.65, less any amounts due and to be paid by the Receiver for utilities or bank charges to this date, be disbursed to the judgment creditor herein to apply on its judgment and that thereafter the proceeds of the sale of the property be applied as a credit on the judgment heretofore rendered herein.

IT IS FURTHER ORDERED AND ADJUDGED that upon said Receiver carrying out the terms of this order, and furnishing receipt therefor, that he stand discharged and his bondsmen released from further liability.

  
United States District Judge.

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

ALVIN BRASSFIELD,

Plaintiff,

vs.

ST. LOUIS SAN FRANCISCO  
RAILWAY COMPANY,

Defendant.

No. 4594 **FILED**

JAN 21 1959

ORDER REMANDING

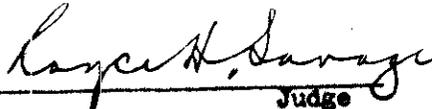
NOBLE C. HOOD  
Clerk, U. S. District Court

The motion of plaintiff to remand this suit to the Superior Court of Creek County, Drumright Division, coming on for hearing on the 20th day of January, 1959, 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 Superior Court of Creek County, Drumright Division, be and it is hereby sustained, and the cause is hereby remanded to the Superior Court of Creek County, Drumright Division, for further proceedings.

IT IS FURTHER ORDERED that the Clerk return to the Clerk of the Superior Court of Creek County, Drumright Division, the original records transferred from said court and filed herein on November 17, 1958.

Dated at Tulsa, Oklahoma this 20th day of January,  
1959.

  
Judge

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

STANDARD INDUSTRIES, INC.,  
a corporation  
  
Plaintiff,  
  
vs.  
  
W. H. BRILKY, d/b/a ELEC-  
TRIC SPECIALTIES MFG. CO.,  
  
Defendant.

NO. 4462 - C

FILED

JAN 23 1959

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

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

Now on this 16th day of January, 1959, the above cause comes on for decision of the court; and the plaintiff appearing by its attorneys Carlson, Lupardus, Matthews, Holliman & Huffman by O. L. Lupardus, and the defendant appearing by his attorneys, Landrith & McGee by Thomas A. Landrith, Jr.; and both sides announcing ready; and the court having heretofore heard the testimony of witnesses duly sworn and testifying in open court; and the court being fully advised in the premises, makes the following findings of fact, conclusions of law and enters the following judgment:

FINDINGS OF FACT

- (1) Plaintiff and defendant entered into a contract in writing on the 28th day of February, 1957, said contract being plaintiff's Purchase Order numbered 11971.
- (2) Said contract is ambiguous, necessitating the consideration by the court of the letter from the defendant to the plaintiff dated January 9, 1957, plaintiff's Purchase Order dated February 23, 1957 and the letter from defendant to plaintiff dated February 26, 1957 in order to determine the intention of the parties to the agreement.
- (3) The terms of said agreement as so construed by the court are as follows:

Defendant agreed to furnish and install on defendant's three cement batching units electronic weighing controls for use in connection with the specifications of Paragraphs 10 to 13 of a prime contract dated October, 1956 by and between the plaintiff and the United States Corps of Engineers covering runway extensions at Vance Air Force Base near Enid, Oklahoma. The plaintiff agreed to do all things necessary to put its equipment in such condition that when used with the equipment to be installed by the defendant the batching units would meet the requirements of said prime contract.

(4) The defendant performed his obligations under the contract, but the batching units did not perform in accordance with the requirements of the prime contract due to the following failures on the part of the plaintiff:

a. The defendant failed to have its own equipment in condition so that the defendant could install the electronic equipment thereon before ~~the 15th day of August~~, 1957.

b. The plaintiff wholly failed to give the defendant timely notice of its commitments (made after the contract between plaintiff and defendant was entered into) to begin paving under the prime contract on August 15, 1957. The contract between plaintiff and defendant does not provide for a deadline for the completion of defendant's installation of the electronic weighing controls.

c. The prime contract provided for tests with actual materials, but there was no attempt on the plaintiff's part to make such a test until August 14, 1957.

d. The plaintiff through its agent, L. G. McElrath, made dead weight tests of the cement batching units with the electronic weighing control equipment installed and was satisfied with the

results. L. G. McElrath had plaintiff issue a check dated August 13, 1957 to the defendant for the full amount of the purchase price, following the making of the dead weight tests.

e. The plaintiff's batching plants with electronic weighing controls installed failed to meet the requirements of the prime contract because:

1. The plaintiff failed to install a dribble valve on its cement bin as it was obligated to do under the contract between plaintiff and defendant.

2. The plaintiff failed to afford the defendant an opportunity to engrave the settings on the control cams and thereby comply with his obligations under the contract between the plaintiff and defendant.

f. Had the plaintiff not been guilty of said failures on its part, the contract between plaintiff and defendant would have been fulfilled.

(5) The defendant did not breach the contract between plaintiff and defendant.

(6) The plaintiff returned the electronic weighing control equipment to the defendant shortly after August 19, 1957 and the defendant accepted the return of the same.

(7) After returning the electronic weighing equipment to the defendant, the plaintiff made written demand upon the defendant that defendant issue a credit memorandum to it on the invoices rendered by defendant to plaintiff for the purchase price of said equipment. Thereafter the defendant issued to the plaintiff a credit memorandum as requested.

(8) The conduct of the parties in connection with the return of the electronic equipment by plaintiff to defendant was such as would indicate that the parties intended mutually to abandon the contract.

CONCLUSIONS OF LAW

I

The defendant was not guilty of a breach of any of the terms of the contract entered into by and between plaintiff and defendant.

II

The plaintiff was guilty of breaching the contract between plaintiff and defendant.

III

The plaintiff and defendant mutually abandoned the said contract after the same had been breached by the plaintiff.

IV

The Court finds the issues in favor of the defendant on the plaintiff's complaint.

V

The Court finds the issues in favor of the plaintiff on the defendant's Cross-Complaint.

JOURNAL ENTRY OF JUDGMENT

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the defendant be and he is hereby awarded a judgment against the plaintiff on plaintiff's Complaint and the plaintiff is hereby awarded a judgment against the defendant on defendant's Cross-Complaint.

By Royal Savage  
Judge

APPROVED AS TO FORM:

CARLSON, LUPARDUS, MATTHEWS, HOLLIMAN & HUFFMAN

By Raymond L. Lupardus  
Attorneys for Plaintiff

LANDRITH AND MCGEE

By Thomas A. Landrith, Jr.  
Attorneys for Defendant

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

LOWELL STACEY NICHOLS,

Plaintiff,

-vs-

CABOT SHOP, INC. FRANKS DIVISION,

Defendant and Third-Party  
Plaintiff,

TOM GORMAN d/b/a TOM GORMAN COMPANY,

Third-Party Defendant.

No. 4410

**FILED**

JAN 27 1959

ORDER

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

On this the 27<sup>th</sup> day of January, 1959, the above styled  
matter comes on for hearing before the Honorable Royce Savage, Judge of the  
United States District Court for the Northern District of Oklahoma, and for  
good cause shown does hereby order that this cause be dismissed with prejudice  
with costs of the Court to be born by the Plaintiff for reason the issues have  
been settled.

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

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

TOM HATES and SAM HATES, co-partners,  
doing business in the firm name of  
Hates Brothers,

Plaintiffs,

-vs-

UNITED STATES FIDELITY AND GUARANTY  
COMPANY, a corporation,

Defendant.

Civil No. 4466

FILED

JAN 27 1959

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

J U D G M E N T

This cause came on for hearing on this <sup>th</sup> 27 day of January, 1959,  
upon the Application to Enter Judgment Adjudicating that Defendant has  
Discharged its Liability, if any, and to Dismiss Action With Prejudice, at  
which time the plaintiffs appeared by their attorney, Frank Settle, and the  
defendant appeared by its attorneys, Sanders & McElroy. The Court, after  
having heard the statements of counsel of the parties and being fully  
advised in the premises, finds that on January 16, 1959, that the defendant  
paid the plaintiffs the sum of \$2500.00 in full settlement of all claims  
asserted by the plaintiffs against it and arising out of the issuance of  
Comprehensive, Dishonesty, Disappearance and Destruction Policies, and that  
such payment covers the claims herein asserted by the plaintiffs against the  
defendant, and that it should be adjudicated that there is no liability  
upon the part of the defendant to the plaintiffs whatsoever, and that this  
action should be dismissed with prejudice.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court  
that the parties have compromised and settled the claims heretofore asserted  
by the plaintiffs against the defendant and that there is no liability  
whatsoever upon the part of the defendant to the plaintiffs on the Compre-  
hensive, Dishonesty, Disappearance and Destruction Policies issued by the  
defendant to the plaintiffs, and that the issues and claims heretofore  
asserted in this action have been barred and extinguished by release  
and compromise, and that the issues herein raised are now moot, and that

this cause be and the same is hereby dismissed with prejudice.

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

APPROVED:

M. C. KRANE and FRANK SHITLE

By: Frank Shitle  
Attorneys for Plaintiff.

SANDERS & McELROY

By: Louis H. Sanders  
Attorneys for Defendant.

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

Louie H. Robison,

Plaintiff,

vs.

The United States of America, and  
Arthur S. Fleming, Secretary of  
Health, Education and Welfare of  
the United States of America,

Defendants.

No. 4596 Civil

FILED

JAN 29 1959

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

O R D E R

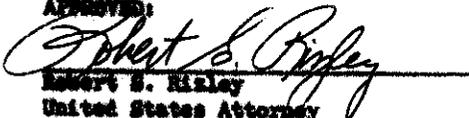
On this 27th day of January, 1959, the motion of United States of America to dismiss the action as to the United States and the motion of Arthur S. Fleming, Secretary of Health, Education and Welfare of the United States of America to remand the action to the Secretary for further action by the Secretary coming on for hearing and the court being fully advised in the premises finds that the motions should be sustained.

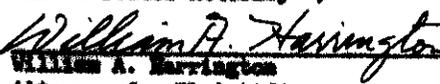
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the action as to the defendant, United States of America, be and the same is dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the action as to the defendant, Arthur S. Fleming, Secretary of Health, Education and Welfare of the United States of America, be and the same is remanded to the Secretary of Health, Education and Welfare pursuant to Title 42, U.S.C., Section 405(g) for further action by the defendant Secretary.

  
U. S. DISTRICT JUDGE

APPROVED:

  
Robert S. Ripley  
United States Attorney

  
William A. Harrington  
Attorney for Plaintiff

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

ISABELL JEWELL CARLTON,

Plaintiff,

vs.

WILBURN A. SMITH,

Defendant.

No. 4586

FILED

JAN 30 1959

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

ORDER OF DISMISSAL

NOW, on this 30<sup>th</sup> day of January, 1959, there came on for hearing the oral application of both parties herein for the Court to dismiss the above captioned matter with prejudice. The plaintiff appeared by and through her attorney, F. C. Swindell, and the defendant appeared by and through his attorney, Alfred B. Knight. After oral argument, and the Court being fully advised in the premises, the Court finds that an agreement settlement has been entered into between the parties for and in consideration of the sum of five thousand dollars (\$5,000.00). That the plaintiff has rendered unto the defendant a general release of any and all claims arising out of the accident on the 21st day of September, 1957. The Court further finds that such settlement should be approved and the action dismissed with prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the action be, and hereby is, dismissed with prejudice.

Isabel J. Carlton  
Plaintiff

F. C. Swindell  
Attorney for the Plaintiff

Rayce H. Savage  
JUDGE

Alfred B. Knight  
Attorney for the Defendant

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

Betty Patton,  
Plaintiff,

vs.

Humpty Dumpty Super Markets,  
Inc., a corporation, a division  
of ACF-Wrigley Stores, Inc.,  
Defendant.

Civil Action No. 4544

FILED

FEB -2 1959

JUDGMENT

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

This action came on for trial before the Court and a jury, Honorable Royce H. Savage, presiding, and the issues having been duly tried and the jury on February 2nd, 1959, having rendered a verdict for the defendant,

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

Dated at Tulsa, Oklahoma, this 2nd day of February,  
1959.

NOBLE C. HOOD, CLERK

By

  
Ben B. Ballenger, Deputy

UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

Coats & Clark's Sales  
Corporation,                    )  
                                  ) Plaintiff

vs.                                )

Leo T. Gibson,                    )  
                                  ) Defendant

Civil Action No. 4604

**FILED**

FEB -4 1959

JUDGMENT

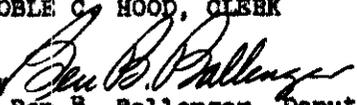
NOBLE C. HOOD  
Clerk, U. S. District Court

This action came on for trial before the court and a jury, the Honorable Royce H. Savage presiding, and the issue having been duly tried and the jury on February 4, 1959 having rendered a verdict for the plaintiff to recover of the defendant the amount of Twenty-Four Thousand, Eight Hundred and 79/100 (\$24,800.79) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff, Coats & Clark's Sales Corporation, recover of the defendant, Leo T. Gibson, the sum of Twenty-Four Thousand, Eight Hundred and 79/100 (\$24,800.79) Dollars, 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 4th day of February, 1959.

NOBLE C. HOOD, CLERK

By   
Ben E. Ballenger, Deputy

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

Ray D. Marquis, Administrator of  
the Estate of Leora May Marquis,  
deceased,

Plaintiff,

vs.

J. H. Bench and James Alfred Roberts,

Defendants.)

No. 4605 Civil

**FILED**

FEB -4 1959

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

JUDGMENT

This cause came on for trial on this the 4th day of February, 1959, the parties appearing in person and by their respective counsel of record. All parties in open court announced to the court that the parties and all of counsel consent that the court may enter judgment in this cause in favor of the plaintiff and against the defendants, J. H. Bench and James Alfred Roberts, in the sum of \$32,500.00.

All parties consent and agree that the hospital, doctors, funeral and burial expenses amount to the sum of \$1,653.00. It is consented and agreed that the court may enter a judgment finding that after the payment of said expenses just above referred to, and the attorneys' fees, the administrator shall disburse the balance of the sum left in payment of this judgment in equal amounts to the following named heirs at law and next of kin of the decedent:

Ray D. Marquis  
Mrs. Fern Hasket  
Donald Ray Marquis  
Howard Leroy Marquis  
Janice Marquis

Plaintiff moves to dismiss his first cause of action with prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, Ray D. Marquis, Administrator of the Estate of Leora May Marquis, deceased, have and recover judgment against the defendants, J. H. Bench and James Alfred Roberts, in the sum of Thirty-two Thousand Five Hundred and No/100 (\$32,500.00) Dollars, and the costs of this action.

The administrator is directed, upon the payment of this judgment, to pay his attorneys, in accordance with his contract made with said attorneys, and to pay the expenses incident to the treatment of the deceased, and all expenses in connection with the funeral and burial of the deceased, which amount to the sum of \$1,659.00, and the administrator is then directed to disburse to the five persons named above in this judgment the balance of the monies paid in satisfaction thereof, in equal shares.

IT IS FURTHER ORDERED that plaintiff's first cause of action be dismissed with prejudice.

ROYCE H. SAVAGE

---

U. S. District Judge

rdh/mrh  
2-4-59

page two



FILED

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FEB - 9 1959

United States of America,

Plaintiff,

vs.

Alfred Scarlata and Ruth M. Scarlata,

Defendants.

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

Civil No. 4620

JUDGMENT

On this 9th day of February 1959, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendants appearing not, the Court finds that defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer is and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that defendants are indebted to plaintiff in the amount of \$3,394.64, plus interest, after allowance of all just credits and set-offs; that there remains a balance due, owing, and unpaid in the amount of \$3,394.64, plus interest at the rate of six per cent (6%) from March 8, 1950, until paid.

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

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Alfred Scarlata and Ruth M. Scarlata, in the amount of \$3,394.64, with interest thereon at the rate of six per cent (6%) from March 8, 1950, until paid, and for the costs of this action.

  
United States District Judge

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

FILED

FEB 11 1959

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

MULLENDORE TRUST COMPANY, by A. C. ADAMS,  
MILDRED M. ADAMS and BESSIE M. JOHNSON,  
Trustees,

Plaintiff,

v.

CIVIL NO. 4399

THE UNITED STATES OF AMERICA,

Defendant

JUDGMENT FOR DEFENDANT

The Court, on Feb 11, 1959, having entered its findings of fact and conclusions of law, and directed that judgment be entered in favor of the defendant and against the plaintiff,

It is hereby ordered that the plaintiff's action be and the same is hereby dismissed at plaintiff's costs.

Dated this 11th day of Feb, 1959.

Leslie H. Savage  
United States District Judge

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

HATTIE V. JONES,

Plaintiff

vs

WM. M. BERRYMAN and LOU W.  
HUMPHRIES d/b/a BERRYMAN &  
HUMPHRIES PIPE & SUPPLY  
COMPANY,

Defendants:

NO. 4530 CIVIL

FILED

FEB 11 1959

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

MOTION TO DISMISS

Comes now the plaintiff and by and with  
her attorneys' consent, moves the court to dismiss this cause with  
prejudice to the bringing of another action for claims for death or personal  
injuries.

HATTIE V. JONES

Henry Kolbus & Becker & Hildreth

By: /s/ Henry Kolbus  
Her Attorneys

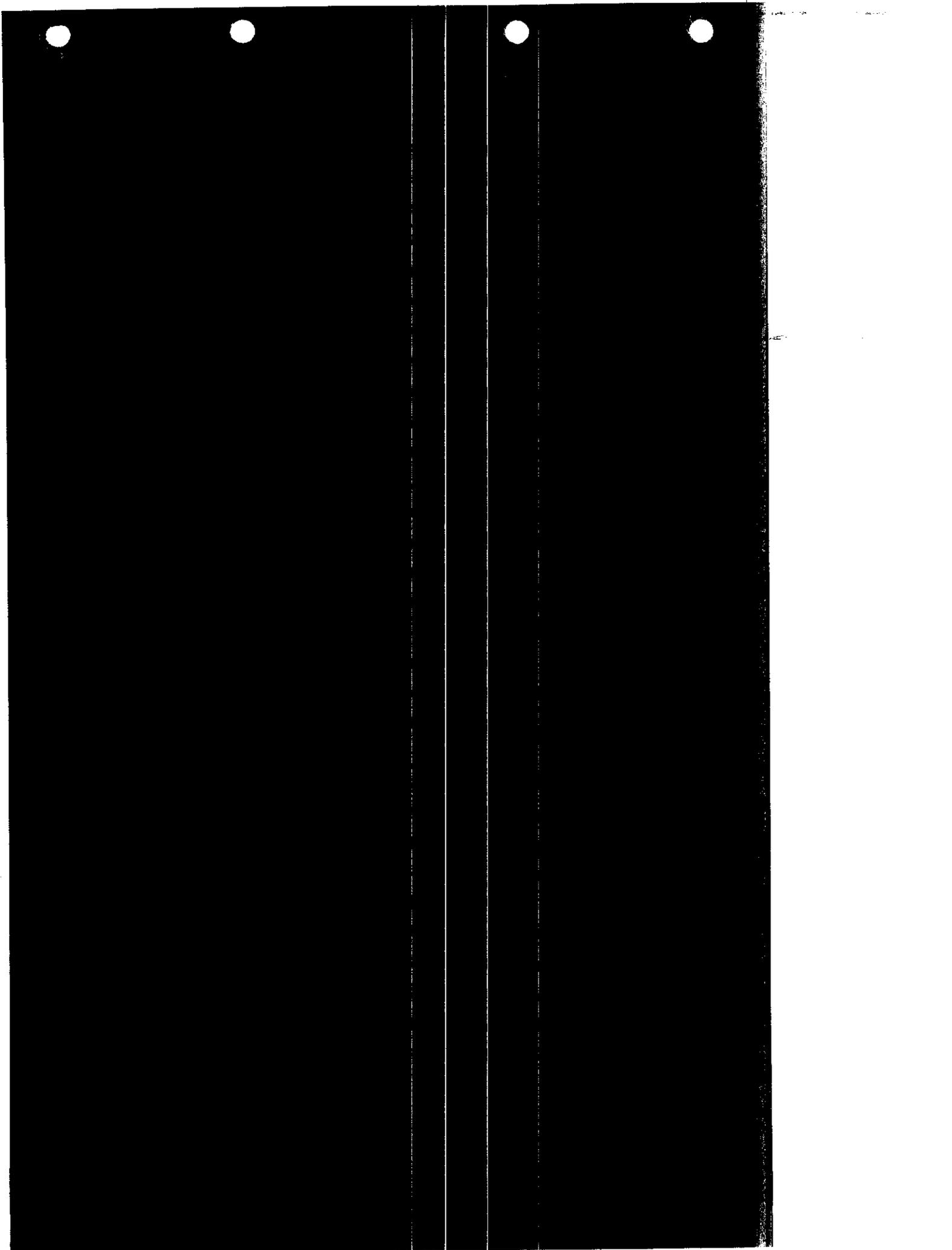
ORDER OF COURT DISMISSING  
CAUSE WITH PREJUDICE

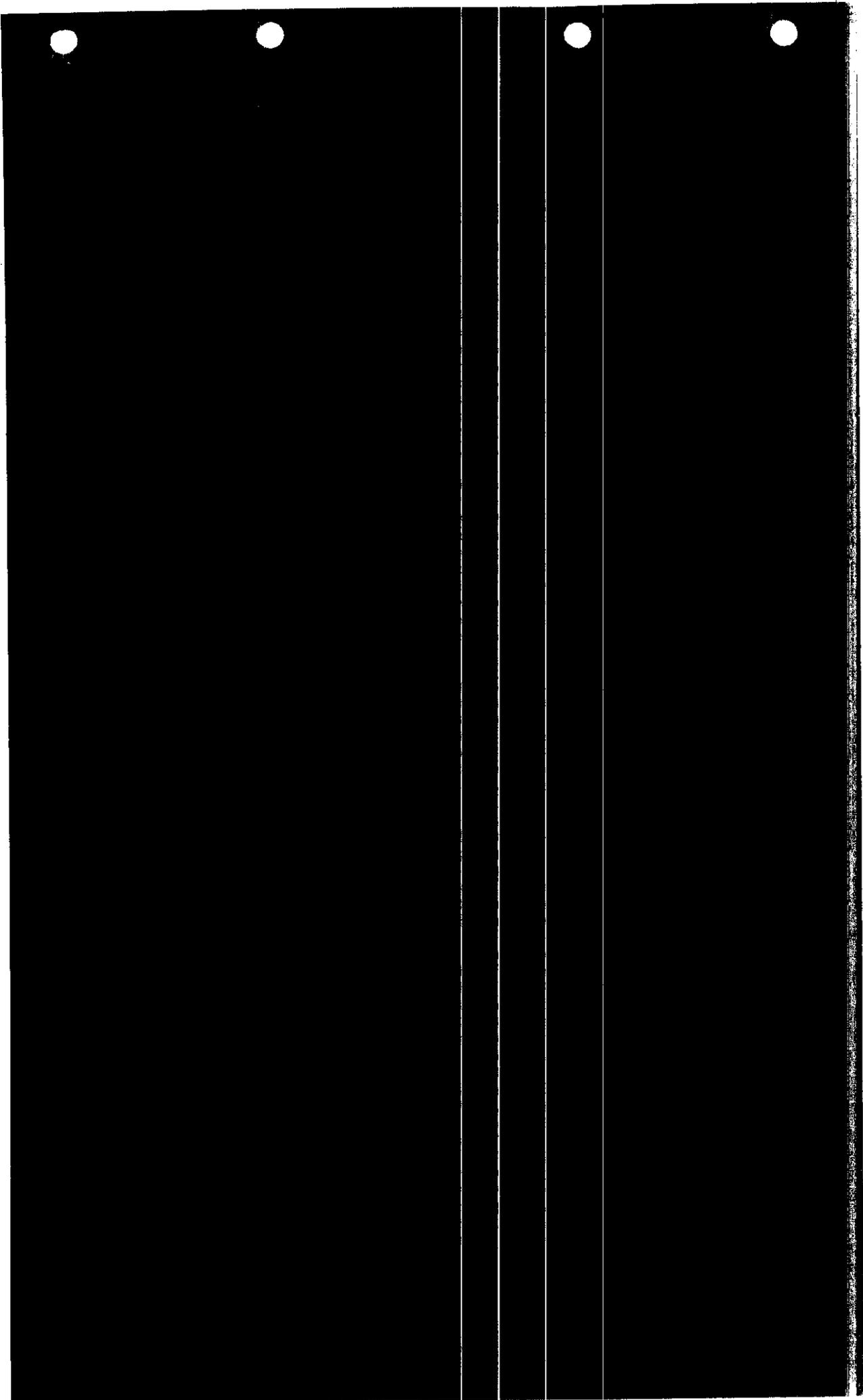
Now on this 2nd day of February, 1959,

on motion of the plaintiff and her attorneys to dismiss this cause with  
prejudice, and the court being fully advised in the premises, does hereby  
dismiss the cause with prejudice to the bringing of any other action for  
injuries or death of John Jones.

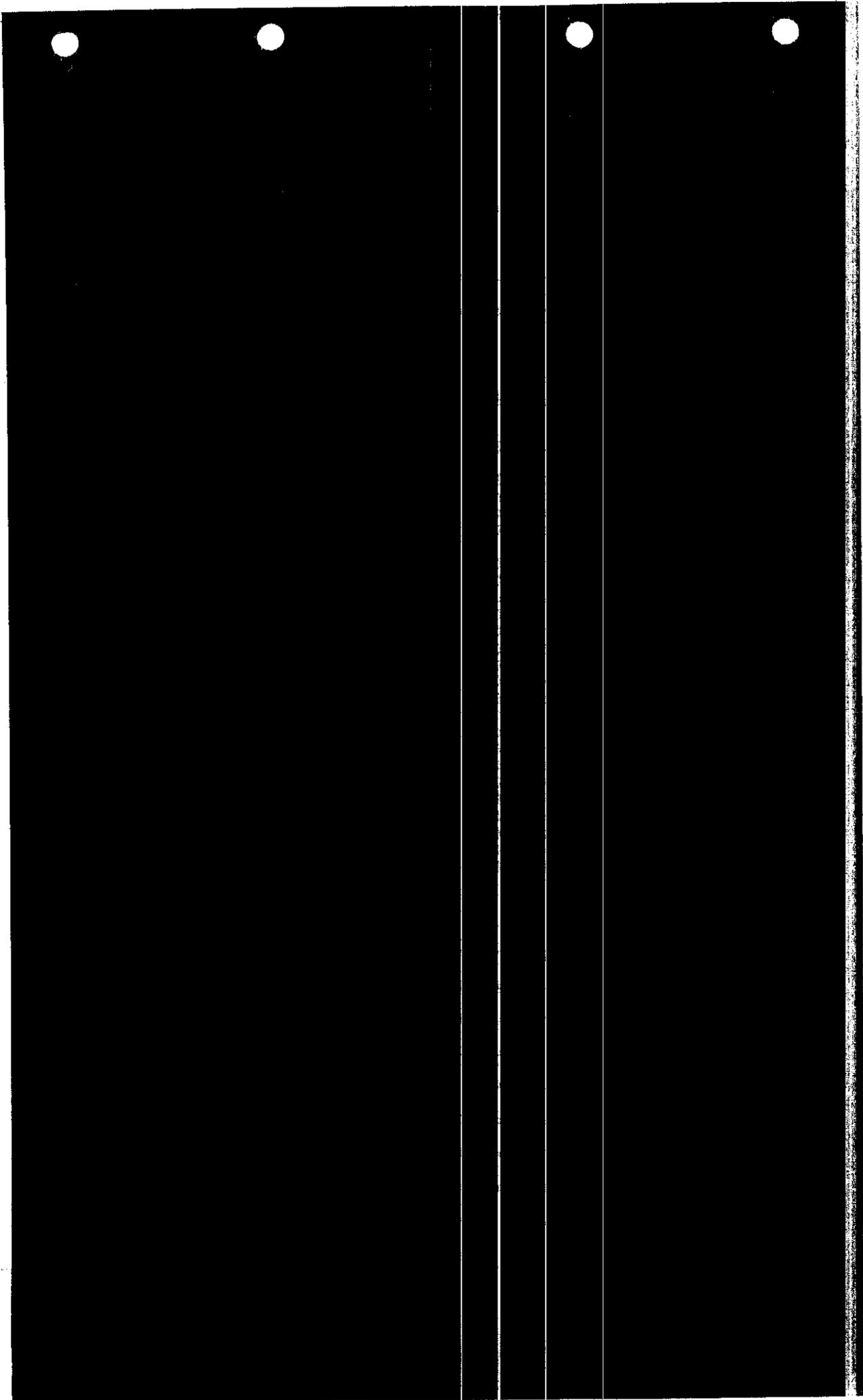
/s/ ROYCE H. SAVAGE  
Judge of the United States District Court  
for the Northern District of Oklahoma

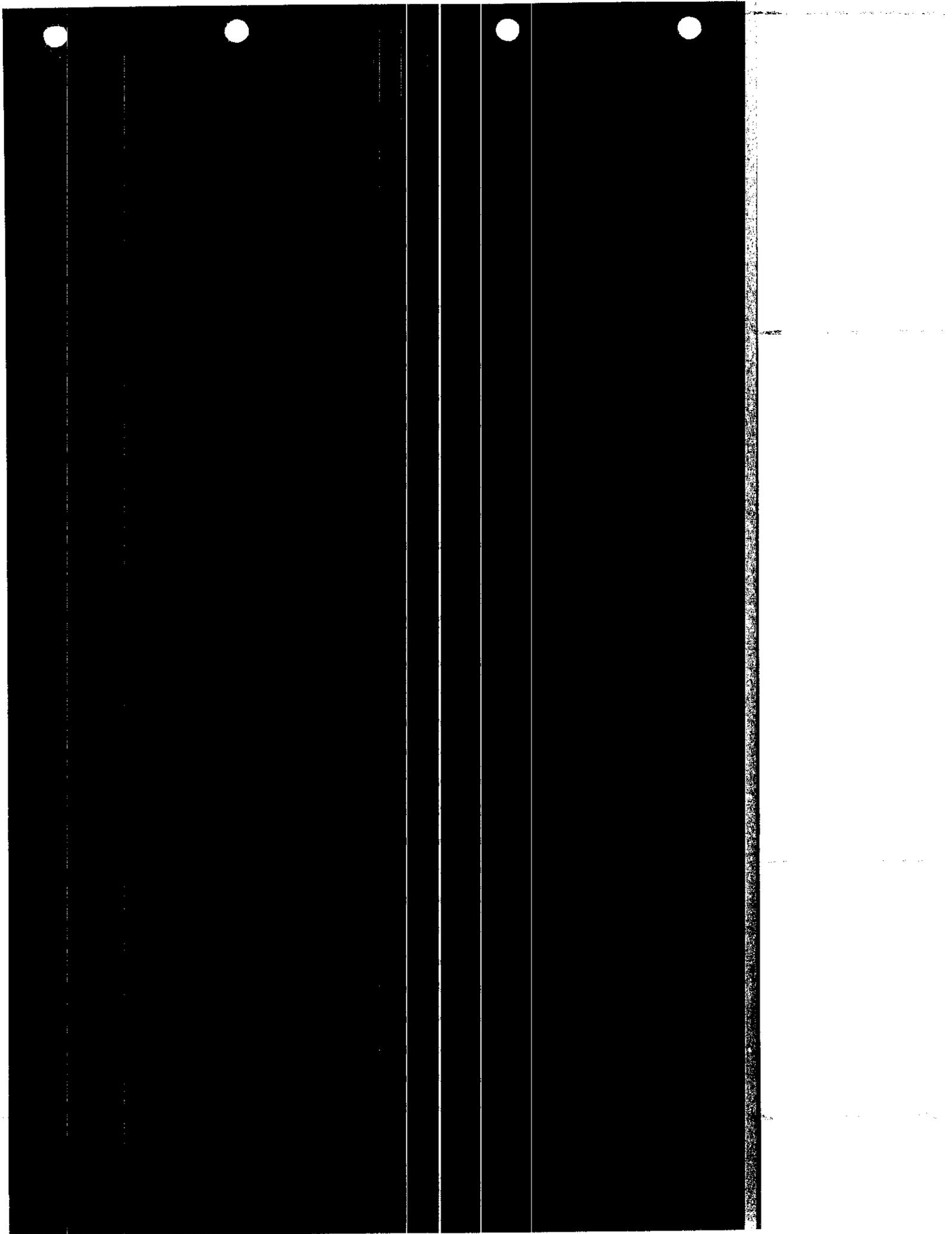




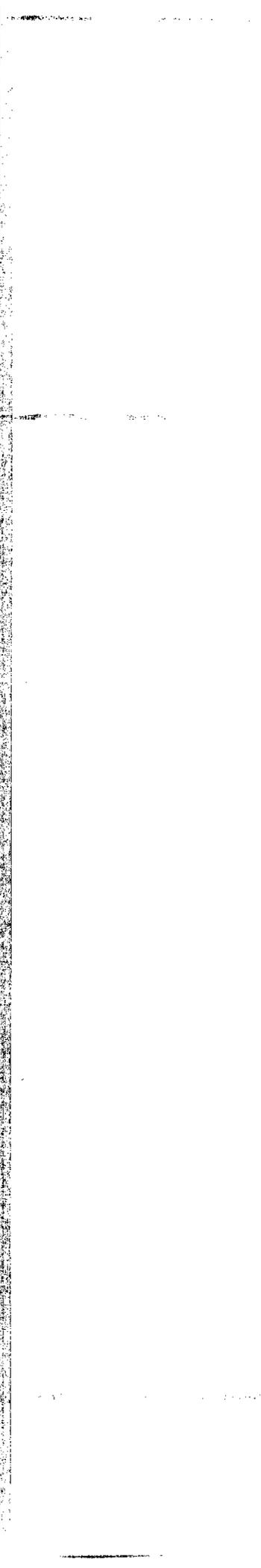
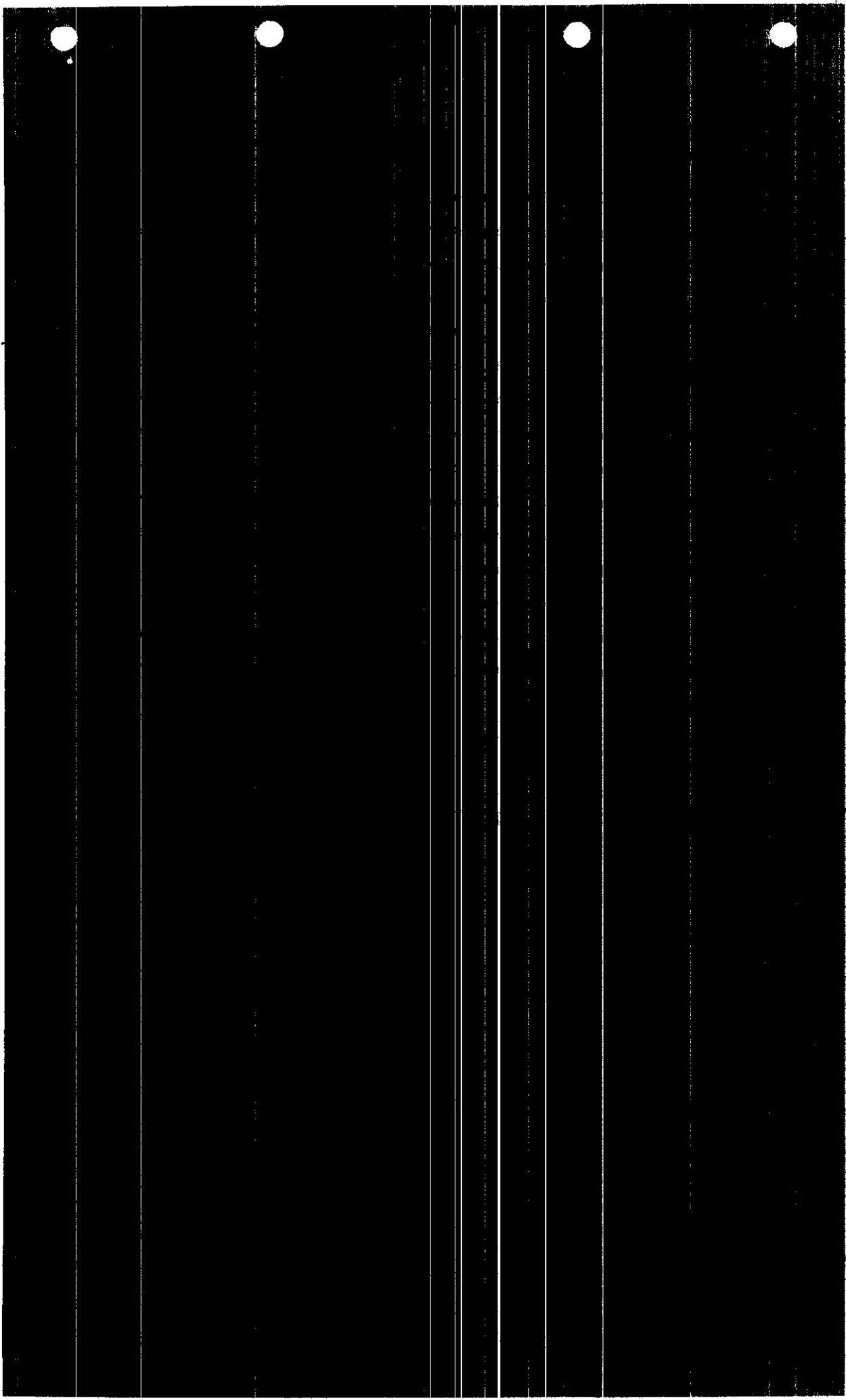












FILED  
1959

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

MORRIS [REDACTED] and  
RAY [REDACTED],  
Plaintiffs  
vs.  
DR. PEPPER TULSA BOTTLING  
COMPANY, a corporation,  
Defendant

No. 4504 FILED

FEB 17 1959

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

JUDGMENT

There came on for hearing before the undersigned United States District Judge on the 10th day of February, 1959, the exceptions filed herein by the defendant to the report of the Special Master, the plaintiffs appearing by their attorneys, Irvine E. Ungerman and Maynard I. Ungerman, and the defendant appearing by its attorney, Harry D. Moreland, and the Court having heard the argument of counsel in support of the exceptions filed by Dr. Pepper Tulsa Bottling Company, and the withdrawal of the exceptions filed by the plaintiffs to the report, and there being entered into in open Court a stipulation by and between the parties through their respective counsel, that if the Court should sustain that portion of the report of the Special Master relative to the damage done to the wiring in the building then the sum of \$200.00 would be a reasonable amount for the damages involved.

Thereupon the Court sustained the report of the Special Master and finds from said report and from the stipulation of the parties that the plaintiffs are entitled to damages against the defendant in the total sum of \$2,166.62, and that judgment should be rendered accordingly.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THIS COURT that the plaintiffs herein have and recover judgment

as against the defendant for the sum of \$2,166.62 with interest  
at 6% per annum from this date; for all of which let execution  
issue.

*Rayce H. Savage*

United States District Judge

APPROVED AS TO FORM:

UNGERMAN, GRABEL, UNGERMAN,  
LEITER & UNRUH

By *[Signature]*

Attorneys for plaintiffs

DOERNER, RINEHART & STUART

By *[Signature]*

Attorneys for defendant

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

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

CIVIL ACTION

No. 4 4 4 2

FILED

FEB 18 1959

JUDGMENT

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

ON THIS 18<sup>th</sup> day of February, 1959, the parties  
hereto having in writing expressly agreed to the entry of  
judgment in favor of the Plaintiff, VITRO CORPORATION OF  
AMERICA, against the defendant, OIL CAPITAL CONSTRUCTION  
COMPANY, in the amount of \$13,500.00 and costs;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND  
DECREED that Vitro Corporation of America recover of Oil  
Capital Construction Company the sum of \$13,500.00 and costs  
of this action.

  
United States District Judge

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

CARBELL INVESTMENT COMPANY, INC.,

Plaintiff, )

-v-

OWEN DRILLING COMPANY, Et Al.,

Defendants.)

No. 4446 Civil.

FILED

FEB 25 1959

ORDER CONFIRMING MARSHAL'S SALES  
NOBLE C. HOOD,  
Clerk, U. S. District Court

On this 25<sup>th</sup> day of February, 1959, there came on for hearing pursuant to previous assignment, the motion of the plaintiff, as judgment creditor and assignee of other judgment creditors herein, to confirm the sales of real property and property rights made by the United States Marshal for the Northern District of Oklahoma, by the United States Marshal for the Western District of Oklahoma and by the United States Marshal for the Eastern District of Oklahoma, said returns being made on the 19<sup>th</sup> day of February, 1959, and on the 12<sup>th</sup> day of February, 1959, and on the 18<sup>th</sup> day of February, 1959 respectively and all made by and under the authority of a special execution and order of sale issued in this cause by the Clerk of this Court on the 9th, 10th and 22nd day of December, 1958, and the Court having examined the proceedings of the Marshals for all three of the judicial districts under said execution and order of sale, finds that said writs were duly levied upon the real property and property rights located and situated in Osage and Creek Counties, in the Northern District of Oklahoma, in Okfuskee and Carter Counties in the Eastern District of Oklahoma, and in Pottawatomie, Noble, Lincoln and Garfield Counties in the Western

District of Oklahoma and more particularly described as per the attached schedules, and the Court finds that said properties and property rights were not exempt from levy and sale under execution; that said real property and property rights were duly appraised by three disinterested householders residing within each of the above said counties as set forth in the respective returns of the said Marshals, and that the appraised value of each tract or parcel of real property or property rights is indicated in the respective returns duly and properly made; that said Marshals caused due and legal notice of said sale to be published for more than thirty days prior to the date of sale in a newspaper printed in and of general circulation in each of the counties wherein the properties are situated and within the respective districts, all as appears from the printer's affidavit of publication attached to the respective Marshal's returns of sale, and that on the various days fixed for the sale of said properties, as is reflected by said returns, the real property and property rights therein described were each and every one sold to the plaintiff herein, Cardwell Investment Company, Inc., it being the highest and best bidder for the same in each instance, having bid in Creek County the sum of \$2,600.00 which is more than two-thirds of the appraised value which was \$3,024.49; having bid in Osage County the sum of \$540.00 which is more than two-thirds of the appraised value which was \$890.00; having bid in Carter County the sum of \$3,340.00 which is more than two-thirds of the appraised value which was \$5,000.00; having bid in Okfuskee County the sum of \$6,440.00 which is more than two-thirds of the appraised value which was \$9,650.00; having bid in Noble County the sum of \$1,410.00 which is more than two-thirds of the appraised value of \$2,100.00; having bid in Garfield County the sum of \$4,170.00 which is more than two-thirds of the appraised value which was \$6,250.00; having bid in Pottawatomie County the sum of

\$4,140.00 which is more than two-thirds of the appraised value of \$6,200.00; having bid in Lincoln County the sum of \$1,810.00 which is more than two-thirds of the appraised value of \$2,710.00, and which total sum is more than two-thirds of the total net appraised value of all of said properties as appears from the return of said appraisements and returns of said sales made by the respective Marshals and all filed in this cause.

The Court further finds that said sales were in all respects made in conformity with law in such case made and provided and in accordance with the orders of this Court, and no objections having been made thereto, the Court Clerk is accordingly directed to make an entry on the journal of this Court that this Court is satisfied with the legality of all of said sales.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the said sales by the said Marshals and all proceedings under the writs of execution heretofore issued herein be and the same are hereby approved and confirmed and the said Marshals and each of them are ordered and directed to make and execute to the purchaser at said sales a good and sufficient deed to each of the above described property and premises situated within their judicial districts, after affixing thereto and cancelling the required documentary or revenue stamps, and that the costs thereof be taxed and paid as part of the costs of said sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the said Marshals pay from and out of moneys advanced by the plaintiff to said Marshals all of the costs of this action including Marshals' fees, appraisers' fees, publication costs, and court costs, and to advise the plaintiff of the amount thereof, and upon payment by the plaintiff, said amount shall be deducted from the amount bid by the plaintiff as hereinafter specified.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that since the plaintiff, as judgment creditor and assignee of

other judgment creditors, is the purchaser of all of the properties levied upon, that the respective United States Marshals received and took into their possession no moneys for which they are to account therefor and that the total amount bid by the plaintiff for all of the above described properties, in the sum of Twenty-Four Thousand, Four Hundred Fifty Dollars (\$24,450.00) be credited toward the judgment in said cause, less the amount of the Marshals' fees, appraisers' fees, publication costs and court costs herein advanced by the plaintiff in the sum of \$ 1,296.79, leaving the sum of \$ 23,153.21 to be applied on said judgment; that the amount of the judgment is \$73,449.77, and subtracting therefrom the above sum of \$ 23,153.21, there remains a deficiency in the amount of \$ 50,296.56 owing by the defendant Owen Drilling Company to the plaintiff herein as judgment creditor and assignee of other judgment creditors.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the oil and gas production on the above described premises which has been held in suspense or abeyance pending final determination of this cause, be and the same is hereby directed to be paid to the plaintiff Cardwell Investment Company, Inc., and that this instrument be and the same is hereby authority to the various oil and gas pipeline companies to make and transfer title and ownership to said suspended oil runs from Owen Drilling Company to the Cardwell Investment Company, Inc., the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the respective United States Marshals for all three United States District Courts in Oklahoma be and they are hereby instructed and directed to make, execute and deliver to the plaintiff such other and necessary instruments of conveyance as may be necessary to carry out the intention of this order.

W. P. Savage  
United States District Judge,  
Northern District of Oklahoma.

Ernst Lease:

An undivided 1/8th interest in an oil mining lease, dated April 28, 1952, from the Osage Tribe of Indians, Lessor, to L. U. Stith, Lessee, covering:

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

Moore Lease:

An undivided 1/3rd interest in the following described oil and gas leases:

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

b) Lease dated December 27, 1951, recorded Book 639, page 108, from Maude E. Beard, Lessor, to D. W. Cotton, Lessee.

c) Lease dated February 14, 1952, recorded 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.

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.

Day 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 Section 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.

Day 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), Township Nine North (9-N), Range Five East (5-E), Pottawatomie County, Oklahoma.

Logan Lease:

An undivided 1/4th interest in an oil and gas lease, dated October 16, 1954, recorded in Book 283, Page 472, from Georgia E. Logan, et al., Lessors, to Ray B. 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.

Miller-Field Lease:

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

W/2 NE/4 of Section 14 and SE/4 of Section 11, all  
in Township 21 North, Range 3 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.

Simon Lease:

An undivided 3/16ths 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 26, 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.

Green Lease:

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

a) An oil and gas lease dated December 15, 1954, 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, 1954, 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 if said leases.

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. 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 casinghead gas.

Hall Lease:

An undivided 3/16ths interest in and to the oil and gas lease of record insofar as said lease covers:

SE/4 of Section 2, Township 12 North, Range 8 East,  
Okfuskee County, Oklahoma,

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

Rodolph 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, Okfuskee County, Oklahoma,

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

Weehunt 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,  
E/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, Okfuskee 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.

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), Township Thirteen North (13-N), Range Seven East (7-E), Okfuskee County, Oklahoma.

FILED

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FEB 26 1959

United States of America,

Plaintiff,

vs.

Claude Cochran,

Defendant.

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

Civil No. 4548

J U D G M E N T

On this 25 day of February 1959, the above-entitled action coming on for hearing, plaintiff, appearing by Russell H. Smith, First Assistant United States Attorney for the Northern District of Oklahoma, and defendant appearing not, the Court finds that defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer is and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true. On December 20, 1952, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, defendant executed a written promissory note in the sum of \$1,351.01 to First Bancredit Corporation. Defendant defaulted in the payments on the note, and the note was assigned thereafter to plaintiff in accordance with provisions of the aforementioned Act. There is now due and owing on the note the sum of \$114.61, plus interest of \$299.84.

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

The Court further finds that the note was given for the purpose of paying for permanent improvements on property located at Route 2, Box 109, Inola, Oklahoma, and by reason thereof, plaintiff is entitled to levy execution upon the premises for the collection of the judgment.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against defendant, Claude Cochran, for the sum of \$114.61, plus interest in the amount of \$299.84, plus interest on the principal sum of \$114.61 from the date of judgment until paid, and for its costs; and for further judgment directing the levying of execution upon the above-described premises.

*151 Royce H. Savage*  
United States District Judge

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

**FILED**

\*\*\*\*\*

UNITED STATES FIDELITY AND GUARANTY  
COMPANY, A CORPORATION;

Plaintiff,

Vs.

ALMA RUTH HEROD, et al;

Defendants.

FEB 27 1959

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

No. 4613

\*\*\*\*\*

J U D G M E N T

NOW ON THIS 26th day of February, 1959, this cause comes on for hearing on pre-trial and motion for summary judgment; plaintiff being present by its attorney Alfred B. Knight; defendants Alma Ruth Herod, Linvial Lee Herod, a minor by and through Alma Ruth Herod, Leonard E. Herod, and J. J. Morris, Receiver in aid of execution for Charley Delcoure, being present by their attorneys, Young, Young & Young, by Glenn A. Young; Charley Delcoure, personally, being present by Wallace & Wallace, by Tom Wallace, Jr.; and the Court being fully advised and upon statement of counsel finds, ORDERS, ADJUDGES and DECREES:

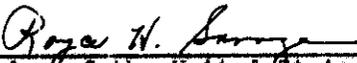
1. The order on pre-trial should be covered by a separate order.
2. That Alma Ruth Herod have and recover of the plaintiff, United States Fidelity & Guaranty Company, a Corporation, the sum of \$5,000.00, together with interest at the rate of six (6%) per cent per annum from and after the 11th day of November, 1958, together with court costs as adjudged by the District Court of Creek County, Oklahoma, in Cause No. 30616, for all of which let execution issue.
3. That the Clerk of the United States District Court for the Northern District of Oklahoma pay such amount as is on deposit by the plaintiff herein to the defendant, Alma Ruth Herod, upon this judgment.

*to Dec 29, 1958*  
^

*and Glenn A. Young, Attorney*

4. That upon the payment by United States Fidelity and Guaranty Company, a Corporation, of the full amount of this judgment it be and is hereby exonerated from further liability under the express terms of its Policy C532607 attached to its complaint herein, to the defendant Alma Ruth Herod and to the defendant Leonard E. Herod except for its liability thereunder, if any be proved by trial, under its coverage "B. Property Damage Liability".

5. All issues respecting claims for liability in excess of said policy are hereby expressly reserved for consideration in the pre-trial order and upon trial herein.

  
\_\_\_\_\_  
Judge of the United States District  
Court in and for the Northern Dis-  
trict of Oklahoma

APPROVED AS TO FORM:

\_\_\_\_\_  
Alfred B. Knight, attorney  
for Plaintiff

YOUNG, YOUNG & YOUNG

By \_\_\_\_\_  
Attorneys for Defendants  
Alma Ruth Herod; Linvial Lee  
Herod, a minor by and through  
Alma Ruth Herod; Leonard E.  
Herod; and J. J. Morris,  
Receiver in Aid of Execution  
for Charley Delcoure

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff, )

- vs -

602.72 Acres of Land, more or  
less; situate in Rogers County,  
Oklahoma; and DOSS BRIGGS, et  
al., and Unknown heirs.

Defendants.)

) No. 4430  
) Civil Action

**FILED**

MAR -2 1959

ORDER DETERMINING HEIRS AND DISTRIBUTING  
COMPENSATION

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

I

This matter coming on for disposition on this the 26th day of  
January, 1959, upon the application of defendants for determination  
of heirs and distribution of compensation, and 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 publi-  
cation notice as provided by Rule 71 A of the Federal Rules of Civil  
Procedure on all parties defendant in this cause as to Tracts C-303  
and C-303 E as described in the declaration of taking filed herein.

IV

On the 31st day of December, 1958, a judgment was entered in  
this cause fixing the amount of compensation for the taking of Tracts  
No. C-303 and C-303 E and further providing that the amount fixed for  
said tracts shall be disbursed upon proof to the Court of the heirship  
and the filing herein of an order of the Court setting out the amount  
to be distributed to each heir.

V

There has been no judicial determination of heirs made of the deceased persons involved in these tracts by any State Court, nor is such an action now pending and after having heard the testimony of witnesses sworn and examined in open Court the following heirship is established by the Court and the particular share to which each heir is entitled to the distribution of just compensation on deposit herein.

VI

The full amount of compensation fixed by the Commission and adopted by the Court in said tracts has not been paid in full and that an order setting out the amounts to be distributed to each heir shall be entered upon payment of the full amount by the plaintiff.

VIII

It is Therefore ORDERED, ADJUDGED AND DECREED by the Court that the tracts herein involved were owned by Sam West in the year 1916, when he departed this life intestate, married and with issue surviving; that he left as his sole heirs the following persons who inherited said lands pursuant to the laws of succession of the State of Oklahoma, and in the proportion set opposite their name, to-wit:

Wife: Alice West,	1/3rd
Son: James H. West,	2/9ths
Son: Gus West,	2/9ths
Dau: Kinnie West Blakemore,	2/9ths

IX

It is Further ORDERED, ADJUDGED AND DECREED by the Court that the above named Kinnie West Blakemore died in the year 1918, intestate, married and with issue surviving, seized and possessed of an undivided two-ninths interest in the above tracts; that she left as her sole heirs the following persons who inherited her interest pursuant to the laws of succession of the State of Oklahoma and in the proportion set opposite their name, to-wit:

Husband: Clarence W. Blakemore,	1/3rd
Son: William McClure Blakemore,	1/3rd
Son: Sam W. Blakemore,	1/3rd

X

It Is Further ORDERED, ADJUDGED AND DECREED by the Court that the above named Alice West died in the year 1930, intestate, unmarried, with issue surviving, seized and possessed of an undivided one-third interest in and to the above tracts; that she left as her sole heirs the following persons who inherited her interest pursuant to the laws of succession of the State of Oklahoma, and in the proportion set opposite their name, to-wit:

Son:	James W. West,	1/3rd
Gr-Son:	William McClure Blakemore,	1/6th
Gr-Son:	Sam W. Blakemore,	1/6th
Son:	Gus West,	1/3rd

XI

It Is Further ORDERED, ADJUDGED AND DECREED by the Court that in the year 1938 the above named James W. West died intestate, married and with issue surviving, seized and possessed of an undivided one-third interest in and to the above described tracts; that he left as his sole heirs the following persons who inherited his interest pursuant to the laws of succession of the State of Oklahoma, and in the proportion set opposite their name, to-wit:

Wife:	Maude B. West,	1/3rd
Son:	Edgar L. West,	1/6th
Daughter:	Kinnie A. Hembree,	1/6th
Daughter:	Vera Alice Robbins,	1/6th
Son:	John M. West,	1/6th

XII

It Is Further ORDERED, ADJUDGED AND DECREED by the Court that the above named Gus West departed this life on the 23rd day of November, 1954, intestate, married and with issue surviving, seized and possessed of an undivided one-third interest in and to the above tracts; that he left as his sole heirs the following persons who inherited his interest pursuant to the laws of succession of the State of Oklahoma, and in the proportion set opposite their name, to-wit:

Wife:	Buena West,	1/3rd
Daughter:	Datha West,	2/15ths
Daughter:	Amy Louise West,	2/15ths
Son:	J. Welford West,	2/15ths
Son:	Bob Lee West,	2/15ths
Son:	Curtis W. West,	2/15ths

XIII

It Is Further ORDERED, ADJUDGED AND DECREED by the Court that the owners of said premises are as follows and the proportion to which each is entitled is as set opposite their name, to-wit:

Clarence W. Blakemore	2/27ths =	\$251.49
William McClure Blakemore	7/54ths =	440.09
Sam W. Blakemore	7/45ths =	440.09
Maude B. West	1/9ths =	377.22
Edgar L. West	1/18ths =	188.61
Kinnie A. Hembree	1/18th =	188.61
Vera Alice Robbins	1/18th =	188.61
John M. West	1/18th =	188.61
Buena West	1/9th =	377.22
Datha West	2/45ths =	150.89
Amy Louise West	2/45ths =	150.89
J. Welford West	2/45ths =	150.89
Bob Lee West	2/45ths =	150.89
Curtis W. West	2/45ths =	150.89

And the Clerk of this Court shall disburse the funds now on deposit for Tracts Nos. C-303 and C-303E to these persons in the amounts set opposite their names.

*Royce H. Savage*

UNITED STATES DISTRICT JUDGE

*Approved*

*Hubert A. Marlow*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,  
Plaintiff,  
vs.  
558.26 Acres of Land, More or Less,  
Situate in Nowata and Rogers Counties,  
Oklahoma, and Cecil G. Bateman, et al,  
and Unknown Owners,  
Defendants.

Civil Action No. 4473

FILED

MAR -2 1959

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

J U D G M E N T

This matter coming on for hearing to determine the ownership of the mineral estate in Tract No. D-451 and for hearing upon the plaintiff's motion for summary judgment as to all tracts herein, the plaintiff, United States of America, is represented by Hubert A. Marlow, Assistant United States Attorney for the Northern District of Oklahoma, the defendant, Commissioners of the State of Oklahoma, is represented by N. A. Gibson, Attorney at Law, and all other defendants do not appear at this time. The Court has been advised by both above-named counsel as to Tract No. D-451 and by Hubert A. Marlow, as to the other four tracts herein as follows:

I

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

II

Service of process has been perfected either personally or by Publication Notice as provided by Rule 71a of the Federal Rules of Civil Procedure on all parties defendant in this cause.

III

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 April 16, 1958, the United States of America has filed its Declaration of Taking of the land in such Schedule "A", and title thereto to the extent of the estates described in such Declaration of Taking should be vested in the United States of America.

IV

(Tract No. D-431)

On the date of taking, record title to all of the surface estate (subject to certain rights of easement not condemned herein) and to the

mineral estate under 63.40 acres of Tract No. D-431 as described in the Declaration of Taking, was vested in Henry E. Ross and Inona M. Ross, his wife, as joint tenants with right of survivorship. Henry E. Ross is now deceased and Inona M. Ross, his widow, is now lawful owner of the above-described estate in this tract.

Inona M. Ross has executed with the United States of America an Option for the Purchase of Land wherein she has agreed to the sum of \$9,306.00 as just compensation for her interest in the estates condemned in Tract No. D-431 as such estates are set out in the Declaration of Taking filed herein.

On the date of taking, record title to the mineral estate under 27.50 acres of Tract No. D-431 as described in the Declaration of Taking, was vested in R. W. Hines, who died intestate, unmarried (his wife having pre-deceased him), with issue surviving. He left as his sole heirs the following persons, who inherited his interest in this tract pursuant to the laws of succession of the State of Oklahoma in the proportion set opposite their names and are lawful owners thereof, to-wit:

Lubbie Hines Weems - Undivided 1/4 interest.

India Hines Weems - Undivided 1/4 interest.

Leland S. Hines - Undivided 1/4 interest.

Freeda Clair Hines Dudley - Undivided 1/4 interest.

Each of these heirs has executed a stipulation which has been filed herein, wherein they each agree with the United States of America that just compensation for the subordination of the mineral estate in these 27.50 acres of Tract No. D-431 shall be in the total sum of \$85.00.

No appearance has been made herein by any person as to this tract other than by the parties named herein above.

Certain deposits and disbursements of money for this tract have been made as follows:

Deposited as Estimated Compensation both for Surface and for Mineral Subordination:	\$9,391.00	
Disbursed to Inona M. Ross	9,306.00	<hr/>
Balance on Deposit		\$85.00

V  
(Tract No. D-451)

A. Record title to the mineral estate in 16.98 acres of Tract No. D-451 described as:

Lot 10, Section 28, Township 24 North, Range 16 East,  
Lot 5, Section 33, Township 24 North, Range 16 East, and  
The South 7.60 acres of Lot 2, Section 33, Township 24  
North, Range 16 East  
Less a strip 32 feet wide across the West sides of these  
lots, on the date of taking, was vested as follows:

James F. Charlesworth and Mary J. Charlesworth,  
an undivided 1/3 interest;

Commissioners of the Land Office of the State of  
Oklahoma, an undivided 1/2 interest;

G. W. Lighthill and Addie Fay Lighthill, an  
undivided 1/6 interest.

B. Record title to the mineral estate in 39.33 acres of this  
tract described as:

Lot 1, Section 33, Township 24 North, Range 16 East

Less a Strip 32 feet wide across the west side of this  
lot, on the date of taking, was vested as follows:

Blanche Charlesworth Russell,  
undivided 1/3 interest;

Commissioners of the Land Office of the State of  
Oklahoma, undivided 1/2 interest;

G. W. Lighthill and Addie Fay Lighthill,  
undivided 1/6 interest.

C. Record title to the mineral estate in 40 acres of this  
tract described as:

The NW NE Section 33, Township 24 North, Range 16 East,  
on the date of taking, was vested as follows:

Blanche Charlesworth Russell,  
undivided 1/3 interest;

G. W. Lighthill and Addie Fay Lighthill,  
undivided 2/3 interest.

D. Record title to the mineral estate in 10 acres of this  
tract described as:

The NW NE NE of Section 33, Township 24 North, Range 16  
East, on the date of taking, was vested as follows:

James F. Charlesworth, undivided 1/3 interest;

G. W. Lighthill and Addie Fay Lighthill,  
undivided 2/3 interest.

E. Record title to the Mineral Estate in 30 acres of this  
tract described as the

East 1/2 of the NE NE and the SW NE NE of Section 33,  
Township 24 North, Range 16 East, on the date of taking,  
was vested in

G. W. Lighthill and Addie Fay Lighthill

F. On the date of taking, record title to the surface estate  
(subject to certain easements not condemned herein) in the property described

as Tract No. D-451 in the Declaration of Taking, was vested in G. W. Lighthill and Addie Fay Lighthill, his wife, subject to a mortgage to the Commissioners of the Land Office, which has now been paid. These landowners have executed with the United States of America an Option for the Purchase of Land wherein they have agreed to the sum of \$31,015.00, as just compensation for their interest in the surface estate in Tract D-451.

The only defendants having appeared in this case relative to Tract No. D-451 are the Commissioners of the Land Office of the State of Oklahoma, who have answered and appeared at this hearing, G. W. Lighthill and Addie Fay Lighthill, who have filed a motion to disburse the funds on deposit, and Felix W. McComb, Ethel McComb, Clara V. McComb Hand, and L. H. Hand, who have each filed a disclaimer of any interest herein.

Certain deposits and disbursements of money have been made for Tract No. D-451 as follows:

Deposited as Estimated Compensation		\$31,347.62
Disbursed to:		
Commissioners of the Land Office	\$1,039.40	
G. W. Lighthill, and Addie Fay Lighthill	29,975.60	
Total Disbursed	<u>\$31,015.00</u>	
Balance on Deposit		<u>\$332.62</u>

The Government's evidence of the value of the mineral interest in Tract No. D-451 is \$3.00 per acre for the whole mineral estate and \$2.00 per acre for subordination thereof, and the Commissioners of the Land Office would present evidence showing the value of the mineral interest in such Tract is \$5.00 per acre for subordination thereof, and the United States of America and the defendant, Commissioners of the Land Office of the State of Oklahoma, have agreed that just compensation for the subordination of such defendant's mineral interest in Tract No. D-451 is \$4.00 per acre.

VI  
(Tract No. J-1024)

On the date of taking, title to the fee simple estate (subject to certain easements not condemned herein) in Tract No. J-1024 as described in the Declaration of Taking was vested in W. E. Sunday. This landowner and his wife, Elizabeth Sunday, have executed with the United States of America an Option for the Purchase of Land wherein they have agreed to the sum of \$175.00 as just compensation for the estate, as described in the Declaration of Taking, taken by the Government in this Tract.

Certain deposits and disbursements of money for this tract  
have been made as follows:

Deposited as Estimated Compensation	\$175.00	
Disbursed to: W. E. Sunday and Elizabeth Sunday, his wife	175.00	_____

No appearance has been made by any person as to this tract  
except by W. E. Sunday and Elizabeth Sunday, who filed a Motion to disburse  
the funds on deposit.

VII  
(Tract No. R-1812)

On the date of taking, title to the estate, as described in the  
Declaration of Taking, taken by the Government in Tract No. R-1812, was  
vested in Cecil G. Bateman, subject to a mortgage to L. N. Stephenson, in  
the amount of \$4,000.00, plus interest, which mortgage has now been paid  
in full.

Cecil G. Bateman and Mary Lorene Bateman, his wife, have executed  
with the United States of America an Option for the Purchase of Land wherein  
they have agreed to the sum of \$5,000.00 as just compensation for the estate  
as described in the Declaration of Taking taken by the Government in  
Tract No. R-1812.

Certain deposits and disbursement of money for the tract have  
been made as follows:

Deposited as Estimated Compensation		\$5,000.00
Disbursed to: L. N. Stephenson	\$4,848.30	
Cecil G. Bateman and Mary Lorene Bateman, his wife	151.70	<u>\$5,000.00</u>

No a ppearance has been made by any person as to this tract except  
by Cecil G. Bateman, who has filed a motion to disburse the funds on deposit.

VIII  
(Tract No. R-1803)

On the date of taking, title to the estate, as described in the  
Declaration of Taking, taken by the Government in Tract No. R-1803, was  
vested in Daphne Boop, Foster Boop, and Daphne Boop, as guardian for  
O. C. Boop, a/k/a Oliver C. Boop, Jr.

Daphne Boop is authorized by the County Court of Nowata County  
of Oklahoma to convey as guardian the interest of O. C. Boop, a/k/a  
Oliver C. Boop, Jr., an incompetent.

The above-named defendants, together with Margaret M. Boop, wife of Foster Boop, have each executed an Option for the Purchase of Land wherein they all have agreed with the United States of America to the sum of \$14,000.00 as just compensation for the estate, as described in the Declaration of Taking, taken by the Government in Tract No. R-1803.

Certain deposits and disbursement of money for this tract have been made as follows:

Deposited as Estimated Compensation	\$14,000.00
Disbursed to: Daphne Boop Daphne Boop as Guardian for O. C. Boop, Jr. Foster Boop and Margaret Boop, his wife	<u>\$14,000.00</u>

No appearance has been made by any person as to this tract except by the above-named owners who have filed a motion to disburse the funds on deposit.

#### IX

The Court, being so advised and having examined the files finds the facts to be as set forth herein above.

The Court further finds that just compensation for the subordination of the mineral estate in and under all of Tract No. D-451 is \$4.00 per acre, making a total of \$665.24 for subordination of the 166.31 acres.

The Court further finds that there is a deficiency between the balance on deposit for the taking of the estates in Tract No. D-451 as defined in the Declaration of Taking and the just compensation therefor, such deficiency being in the amount of \$332.62.

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 Declaration of Taking filed herein, and such property, to the extent of the estate indicated in such Declaration of Taking and for the uses and purposes described therein, 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 Contracts of Option mentioned in paragraphs IV through VIII herein are confirmed and the amounts therein shown are adopted by the Court as the award of just compensation for the respective estates taken.

It is Further ORDERED, ADJUDGED AND DECREED that the stipulation and agreement between the United States and the defendant Commissioners of the Land Office as to just compensation for subordination of such defendant's mineral estate in Tract No. D-451 is hereby confirmed, and that just compensation for the estate taken, as defined in the Declaration of Taking, in the mineral estate in all 166.31 acres of Tract D-451 is fixed at \$4.00 per acre for a total of \$665.24. The United States of America is ORDERED to pay into the registry of this Court the \$332.62 deficiency found above to exist as to Tract No. D-451, plus interest thereon at the rate of 6% <sup>per annum</sup> from April 16, 1958, until such deficiency and interest be deposited herein.

It is Further ORDERED, ADJUDGED AND DECREED that the owners of the estates condemned herein are the parties whose names are set forth and who are shown to be such owners in paragraphs IV through VIII inclusive herein above, and that the right to just compensation for the respective estates taken is vested in such named owners.

It is Further ORDERED, ADJUDGED AND DECREED that as soon as there are funds on deposit from which the awards of just compensation can be paid that the Clerk of this Court shall issue checks or vouchers payable to the parties and in the amounts as follows:

As to Tract No. D-431

Lubbie Hines Weems	\$21.25
India Hines Weems	\$21.25
Leland S. Hines	\$21.25
Freedra Clair Hines Dudley	\$21.25

As to Tract No. D-451

James F. Charlesworth and Mary J. Charlesworth, interest as indicated below.	\$62.64, plus
Commissioners of the Land Office of the State of Oklahoma, interest as indicated below.	\$172.62, plus
G. W. Lighthill and Addie Fay Lighthill, interest as indicated below.	\$310.88, plus
Blanche Charlesworth Russell, interest as indicated below.	\$105.77, plus
James F. Charlesworth, interest as indicated below.	\$13.33, plus

Interest shall be computed at the rate of 6% per annum on 1/2 of each sum from April 16, 1958, until the amount of the deficiency as to this tract be deposited herein.

*approved*

*Hubert A. Marlow*

*Royce H. Savage*  
 UNITED STATES DISTRICT JUDGE

**FILED**

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

MAR 12 1959

In the Matter of the Application  
of Richard A. Woodring for the  
Return of Seized Property and  
Suppression of Evidence

}  
NOBLE C. HOOD  
Clerk, U. S. District Court  
CIVIL NO. 4648

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

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

On this 9th day of March, 1959, the application of Richard Alvin Woodring for the return of seized property and suppression of evidence comes on for hearing. The court having heard the evidence makes the following findings of fact and conclusions of law:

I.

On January 22, 1959, the Federal Bureau of Investigation was conducting an investigation into the robbery of the Alaska National Bank of Fairbanks, Fairbanks, Alaska.

II.

On that date and on January 23, and January 25, 1959, Special Agents Joe M. Pearson, Henry L. McConnell and Clair Empey interviewed Richard Alvin Woodring in connection with the bank robbery.

III.

On each occasion that Woodring was interviewed by the agents, he was advised of his constitutional rights not to make any statements; that if he did make any statements the statements could be used against him in a subsequent court proceeding and further advised him that he had a right to consult an attorney at any time he so desired.

IV.

On January 23, and on January 25, 1959, Woodring was advised that the agents desired to search his personal effects. He was further advised that he had a constitutional right not to have his personal effects searched without a search warrant and of his right to refuse to consent to such a search and was further advised of his right to consult an attorney if he so desired, after

which Woodring orally and in writing consented to have his personal effects searched, which consent to search was intentionally, understandingly and voluntarily given by Woodring.

V.

As a result of the search on January 25, 1959, the sum of \$3,716.00 in currency of the United States was found in the personal effects of Woodring.

CONCLUSIONS OF LAW

I.

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

II.

The search for and seizure of the \$3,716.00 was a lawful and valid search and seizure and not in violation of Woodring's constitutional rights guaranteed by the Fourth Amendment to the Constitution of the United States.

JUDGMENT

IT IS ORDERED, ADJUDGED AND DECREED that the application of Richard Alvin Woodring for the return of seized property and suppression of evidence be and the same is denied.

DATED this 12<sup>th</sup> day of March, 1959.

Approved as to form:

*Signed*  
Robert S. Rigley  
U. S. Attorney

Thomas DeW. Francis  
Attorney for Richard A.  
Woodring

*Signed* Royce H. Savage  
U. S. District Judge

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

Charles Bresch, Jr., C. Victor Cardose,  
Robert Oribb, C. B. Drake, Paul C.  
Edwards, Anastasia C. Fleck, F. J.  
Fleck, Sr., Charles E. Francisco and  
Doris L. Francisco, C. W. Harding,  
George C. Kerasotes, Louis Kerasotes,  
Nicholas Kerasotes, Leon Lando, Edward  
J. Richter, William H. Kowley, Richard  
B. Taylor, Wallace Walter, and Lorraine  
A. Fleck, individually and on behalf of  
all other similarly situated,

Plaintiffs,

vs.

Alvin C. Schopp, Thelma G. Schopp, Emanuel  
Schimall, M. J. Schimall, H. R. Mulsahay,  
Susann Mulsahay, Walter Phillips, Katherine  
Phillips, Julia Bencke, Gerhard Klerach,  
William Engel, Algernon C. Guker, Matilda  
Guker, G. E. Horch, Dorothy E. Horch, Jesse  
J. Price, Leona V. Price, Roland H. Schikore,  
Nellie S. Gribb, G. H. Debrosky and General  
Noll, Trustee, Helen Engel, and Helen Engel,  
Administratrix of the Estate of William  
Engel, deceased,

Involuntary Plaintiffs,

and

Fred B. Kroger, (now deceased), Grayce T.  
Kroger, Executrix of the Estate of Fred B.  
Kroger, deceased, Harry Glimp, Deep Rock  
Oil Company, a Delaware corporation, Sunray  
Midcontinent Oil Company, a Delaware corpora-  
tion, and the Citizens Bank of Dewright,  
Oklahoma,

Defendants.

No. 3640

FILED

MAR 18 1958

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

FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND JUDGMENT

The above cause came on for trial on November 10, 1958  
upon all issues, including approval and exceptions to reports  
of L. K. Smith, Special Master, Roy A. Thomas, Receiver, and  
Allan J. Bryden, Court-appointed Accountant, and the applications  
for and objections to fees of the Court-appointed Accountants and the  
attorneys for the Receiver, all parties appearing by their res-  
pective counsel of record, and the court having considered the  
evidence, including the reports of the court-appointed accountant,

Allan J. Bryden, the Special Master, L. K. Smith, and the Receiver, Roy A. Thomas, and the briefs submitted by the parties, on February 17, 1959, made the following Findings of Fact, Conclusions of Law and entered the following Judgment:

Findings of Fact

I.

Plaintiffs are residents and citizens of Illinois. Involuntary plaintiffs and defendants are residents and citizens of Missouri and Oklahoma.

II.

The value of the property which is the subject matter of this action exceeds \$10,000.00 exclusive of interest and costs.

III.

The parties to this action are the owners of undivided interests in valid and subsisting oil and gas leasehold estates covering the following land in Creek County, Oklahoma:

1. The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section Fourteen (14), Township Seventeen (17) North, Range Seven (7) East, containing 40 acres, more or less, known as and hereinafter referred to as the J. D. GLIMP ESTATE lease;
2. The South Half of the Northeast Quarter (S $\frac{1}{2}$  NE $\frac{1}{4}$ ) of said Section, township, and range, commonly known as and hereinafter referred to as the NELLIE FIELDS lease;

according to schedules of ownership set forth below in Conclusion of Law II.

All other undivided interest owners or their predecessors in title purchased their interests in said leases from Fred B. Kroger.

Fred B. Kroger failed and neglected to obtain approval of the sale of said undivided interests from the Securities Exchange Commission under the United States Securities Act of 1933 As Amended; however, none of said undivided interest owners complained of such failure or requested rescission of the contracts of sale of such interests for more than one year following the consummation of such sales.

#### IV.

Fred B. Kroger did not make any misrepresentations to any of the parties or their predecessors in title in connection with the sale of undivided interests in said leases and was not guilty of any fraud.

#### V.

Fred B. Kroger was the "Operator" and was charged with the supervision of development, equipping, and operation of the Nellie Fields lease until September 1, 1955 under an express written contract and the J. D. Glimp Estate lease by undisputed oral agreement of the same terms.

The written and oral contracts of operation, among other things, provided:

1. Fred B. Kroger was to keep proper books and records of receipts and disbursements which he failed to do.
2. Fred B. Kroger was to receive as his compensation for such supervision the sum of \$50.00 per month per well which was not paid and which to September 1, 1955 amounted to \$5,625.00 on the Nellie Fields lease and \$5,100.00 on the J.D.Glimp Estate lease.

Fred B. Kroger discharged all other duties required of him as operator of said leases in a competent manner.

#### VI.

By reason of the failure of Fred B. Kroger to keep proper books and records, it was necessary for this court to appoint Allan J. Bryden, C.P.A., accountant, for the purpose of making an accounting upon the records of Fred B. Kroger.

After investigating the development, equipping and operation of said leases, and the records of Fred B. Kroger, the Court-appointed Accountant rendered reports to this court, which reports were objected to by plaintiffs and involuntary plaintiffs and such objections were referred to L. E. Smith, Special Master appointed by this court, who, after hearing evidence, rendered

report to this court making certain adjustments. The reports of the Court-appointed Accountant as adjusted by the findings of the Special Master shows that in connection with the development, equipping, and operation of these leases, Fred B. Kroger advanced his own funds for the benefit of certain other undivided interest holders and said undivided interest holders thereby became indebted to Fred B. Kroger in the sums set forth opposite their names in Conclusion of Law XIII; some undivided interest owners paid Fred B. Kroger more than their portion of expenditures and Fred B. Kroger thereby became indebted to such interest owners in the sums set forth opposite their names in Conclusion of Law XIII.

The court finds that the reports of the Court-appointed Accountant, as adjusted by the findings of the Special Master, represent a full, true and correct accounting of the receipts and disbursements in connection with the development, equipping and operation of said leases to September 1, 1955 with the exception of such changes as might be necessitated by findings of the court set forth herein.

VII.

That \$11,558.70 is a reasonable fee for the entire services of the Court-appointed Accountant.

VIII.

The reports of Roy A. Thomas, Receiver, covering the period to 31st day of October, 1956 are true and correct and the charges and expenses therein set forth were reasonable and necessary and said reports should be by this court approved. The \$150.00 monthly compensation ordered for said Receiver earlier and now being paid is sufficient to compensate him for his services, including windup, sale, if required, and final report, and the Receiver is not entitled to any additional compensation.

II.

That \$2,500.00 is a reasonable fee for the services of John T. Gibson, ~~Charles A. Whitehurst~~, and Ungerman, Grabel, Ungerman, Leiter & Unruh, attorneys for the Receiver, ~~including such services as may be reasonably required of them in connection with winding up, receiver's sale, if necessary, and the final report and discharge of said Receiver.~~

I.

Defendant Harry Glimp was an employee of Fred B. Kroger until October 31, 1954 when he was discharged. During the period of his employment Harry Glimp entered into an agreement whereby he received kickbacks from Republic Drilling Company in the sum of 25 cents per foot on the rotary drilling done on these leases by Republic Drilling Company, which sums were added to the drilling price charged by Republic Drilling Company for its services. Under the terms of this agreement, Harry Glimp received of Republic Drilling Company \$1,926.25 in connection with drilling on the Nellie Fieldr lease and \$1,567.25 on the J. D. Glimp Estate lease.

II.

Harry Glimp claims \$4,100.00 due him for services under the contract of employment between him and Fred B. Kroger, but Harry Glimp failed and neglected to file a claim with the Executrix of the Estate of Fred B. Kroger, deceased.

III.

Alvin C. Schopp paid \$5,000.00 to Fred B. Kroger for which he received nothing; though he filed no claim with the Executrix of the Estate of Fred B. Kroger, deceased, this action was by nature one of accounting as between Alvin C. Schopp and Fred B. Kroger, and prior to the decision in this cause it has not been possible to determine which was indebted to the other.

IV.

On May, 14, 1954, the plaintiffs Karasotes entered into an

oral agreement with Fred B. Kroger, for a good and valid consideration, by the terms of which agreement the plaintiffs Kerasotes were released by Fred B. Kroger for any liability or responsibility for their share of charges for development, equipping, and operation of the leases prior to May 14, 1954, but the plaintiffs Kerasotes were to bear and pay their portion of development, equipping and operating costs incurred subsequent to May 14, 1954.

On June 22, 1954, Paul Edwards, predecessor in title of Wallace Walters in the Nellie Fields lease and Conrad Noll, Trustee in the J. D. Glimp Estate lease, entered into a written agreement with Fred B. Kroger, for a good and valid consideration, by the terms of which agreement said interests were released of and from any liability or responsibility for their portion of charges for development, equipping and operation of the leases prior to June 22, 1954, but such interests were to bear and pay their portion of such costs incurred subsequent to June 22, 1954.

#### XLV.

There is no evidence to establish agreement between any other parties and Fred B. Kroger which would constitute an accord and satisfaction of the indebtedness owed from one to the other as claimed by the plaintiffs.

#### XLVI.

Fred B. Kroger mortgaged his interest in both of the leases to the Citizens Bank of Drumright, Oklahoma, on October 12, 1954, and there remains due and unpaid thereon the sum of \$5,436.22 with interest at 6% from the 1st day of September, 1956.

#### XLVII.

An attorneys contract exists between Fred B. Kroger and Grayce T. Kroger, Executrix of the Estate of Fred B. Kroger, deceased, and Jack B. Sellers, by the terms of which said attorney has an attorneys lien upon Kroger's interest in said leases and the monies recovered herein to the extent of twenty-two and a half (22½) per cent of the sum of the net recovery obtained on behalf of the Estate of Fred B. Kroger.

XVII.

Under previous orders of this Court, C. W. Harding, Receiver, paid to Allan J. Bryden, Court-appointed Accountant, the sum of \$2,000.00, advance against fees to be allowed. The Estate of Fred B. Kroger shall reimburse Roy Thomas, Successor Receiver, for such payment.

CONCLUSIONS OF LAW

The Court concludes, as a matter of law:

I.

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

II.

The valid and subsisting oil and gas leasehold estate covering the J. D. Glimp Estate lease described above is owned by the parties to this action as follows:

Jules W. Bencke	1/32 of 7/8 W.I.
Charles W. Brosch, Jr.	1/32 of 7/8 W.I.
G. Victor Cardose	1/32 of 7/8 W.I.
G. H. Bohrenky	2/32 of 7/8 W.I.
Helen Engih, Administratrix of the Estate of William Engel, deceased	2/32 of 7/8 W.I.
F. H. Fleck, Lorraine Fleck and Anastasia Fleck	2/32 of 7/8 W.I.
Algernon G. Guker and Matilda L. Guker	1/32 of 7/8 W.I.
Nicholas Kerasotes, George C. Kerasotes, and Louis Kerasotes General Insurance Company Trustee for H. R. and Susan Muleahay	3/32 of 7/8 W.I.
Conrad Holl, Trustee for the benefit of creditors of Paul G. Edwards	1/32 of 7/8 W.I.
Walter Phillips and Katherine Phillips	2/32 of 7/8 W.I.
Jesse J. Price and Leona Price	2/32 of 7/8 W.I.
Edward J. Richter	2/32 of 7/8 W.I.
William H. Kowley	1/32 of 7/8 W.I.
Roland H. Schibere	1/32 of 7/8 W.I.
Emanuel and M. J. Schinell	2/32 of 7/8 W.I.
Alvin C. Schopp and Thelma J. Schopp	2/32 of 7/8 W.I.
Richard R. Taylor	1/32 of 7/8 W.I.
Grayer T. Kroger, Executrix of the Estate of Fred B. Kroger, deceased	4/32 of 7/8 W.I.

The valid and subsisting oil and gas leasehold estate covering the Nellie Fields lease described above is owned by the parties to this action as follows:

Jules Benke	2/32 of 7/8 W.I.
Charles W. Brosch, Jr.	1/32 of 7/8 W.I.
C. V. Cardoso	1/32 of 7/8 W.I.
Hobart A. Nellie S. Cribb	1/32 of 7/8 W.I.
G. H. Dobrosky	2/32 of 7/8 W.I.
G. B. Brake	1/32 of 7/8 W.I.
F. J. Fleck, Lorraine Fleck and Anastasia Fleck	2/32 of 7/8 W.I.
Charles E. or Doris L. Franciaco	1/32 of 7/8 W.I.
Harry Glimp	1/32 of 7/8 W.I.
Estate of Charles W. Harding, deceased	1/32 of 7/8 W.I.
G. E. and Dorothy Herch	1/32 of 7/8 W.I.
Nicholas Kerasotes, George G. Kerasotes and Louis Kerasotes	3/32 of 7/8 W.I.
Gerhard Klerach	1/32 of 7/8 W.I.
Leon and Ethel Lando	1/32 of 7/8 W.I.
Edward J. Richter	1/32 of 7/8 W.I.
William H. Kowley	3/32 of 7/8 W.I.
Wallace Walter	1/32 of 7/8 W.I.
Grayce T. Kroger, Executrix of the Estate of Fred B. Kroger, deceased	6/32 of 7/8 W.I.

The above owners of undivided interests are entitled to have title to their respective interests quieted in themselves as against all of the other parties to this action.

### III.

Fred B. Kroger's failure to register the sale of undivided interests in these oil and gas leases with the Securities Exchange Commission is no indicia of fraud.

### IV.

Plaintiffs and involuntary plaintiffs' claim for rescission of the purchase of their undivided interests in these leases under the Securities Act of 1933 As Amended is barred by the limitations of that Act.

### V.

The Estate of Fred B. Kroger should be charged with the fees of the Court-appointed Accountants, in the sum of \$11,598.70.

### VI.

The remainder of the costs of this action, including Receiver's fees and Receiver's attorneys' fees should be borne and paid on the basis of 5/9 charged to the Nellie Fields lease and 4/9 charged to the J. B. Glimp Estate lease and should be borne and paid by the interest holders of the respective leases

on a pro rata basis proportionate to their undivided interests in each lease. The Receiver's attorneys' fee is fixed at \$2,500.00. ~~including windup, receivers sale, if necessary, and final report and discharge of the Receiver.~~

VII.

Fred B. Kroger is entitled to judgment against the remaining interest owners of the Nellie Fields lease for their proportionate part of the sum of \$5,625.00 compensation for supervision and against the remaining interest owners of the J.D. Glimp Estate lease for their proportionate part of the sum of \$5,100.00 compensation for supervision.

VIII.

The remaining interest owners except Harry Glimp are entitled to credits against Fred B. Kroger for the Republic Drilling Company kickbacks arranged and received by Harry Glimp, employee of Fred B. Kroger.

IX.

The claim of Harry Glimp for \$4,100.00 for compensation for services is barred by reason of Harry Glimp's failure to file claim with the Executrix of the Estate of Fred B. Kroger, deceased.

X.

Alvin C. Schopp is entitled to a \$5,000.00 credit against the Estate of Fred B. Kroger.

XI.

By reason of accord and satisfaction the plaintiffs Karasotes and Fred B. Kroger are not indebted to each other by reason of receipts and disbursements prior to May 14, 1954. The plaintiffs Karasotes are liable for their portion of development, equipping, and operating costs subsequent to May 14, 1954.

XII.

No accord and satisfaction was entered into between any other parties.

XIII.

The report of the Court-appointed Accountant as modified by the findings of the Special Master and the above findings of this Court is a complete and final accounting between the parties.

The following parties are indebted to each other in connection with the Nellie Fields lease and are entitled to judgment as follows:

Fred B. Kroger is entitled to judgment against:

Charles W. Brosch, Jr.	\$ 1,122.11
C. V. Gardose	990.82
Robert and Nellie S. Cribb	1,050.75
G. H. Dobrosky	7,467.71
C. B. Drake	1,192.10
F. J. Fleck, Lorraine Fleck and Anastasia Fleck	1,991.71
Charles E or Boris L. Francisco	990.82
Harry Glimp	2,080.43
Estate of Charles W. Harding	1,642.11
Nicholas Kerasotes, George G. Kerasotes, and Louis Kerasotes	1,380.20
Leon and Ethel Lando	1,065.83
Edward J. Richter	3,677.08
Sangamo Construction Co., Wm. H. Kowley	2,626.36
Wallace Walter	249.19

for the sum set opposite their respective names.

The following interest owners are entitled to judgment against Fred B. Kroger:

Jules Benske	\$ 4,005.91
G. E. and Dorothy Horch	2,002.95
Gerhard Klerach	2,002.95
Alvin Schopp	5,000.00

for the sum set opposite their respective names.

The following parties are indebted to each other in connection with the J. D. Glimp Estate lease and are entitled to judgment as follows:

Fred B. Kroger is entitled to judgment against:

Jules W. Benske	\$ 2,776.40
Charles Brosch, Jr.	1,032.23
C. Victor Gardose	238.49
G. H. Dobrosky	5,460.40
Estate of William Engel	1,620.55
F. J. Fleck, Lorraine Fleck, and Anastasia Fleck	2,458.01
Algernon C. and Matilda Guker	234.27
Nicholas Kerasotes, George G. Kerasotes, and Louis Kerasotes	1,104.16
General Insurance Co., Trustee for H.R. and Susann Muleshey	1,131.59

Conrad Noll, Trustee	228.89
Walter and Katherine Phillips	1,995.80
Jesse J. and Leona Fuice	2,064.80
Edward J. Richter	5,476.67
Sangame Construction Co.,	
Wm. H. Kewley	1,032.23
Roland H. Schikore	278.60
Emmanuel and M. J. Schinall	3,680.47
Alvin G. Schopp and Thelma Schopp	1,992.49
Richard R. Taylor	1,232.27

for the sum set opposite their respective names.

XIV.

The Citizens Bank of Drumright, Oklahoma, has a first and prior mortgage lien on the present interest of the Estate of Fred B. Kroger in said leases.

XV.

Each judgment creditor has a lien on the present interest of each judgment debtor in said leases for the indebtedness due set forth in Conclusion of Law XIII.

XVI.

Jack B. Sellers has a lien upon the interests of the Estate of Fred B. Kroger in said leases for his attorney fee.

XVII.

The Receiver shall pay the Receiver's attorneys' fee fixed by the Court, carry out the Judgment hereinafter entered and make final report to the Court.

JUDGMENT

Judgment is entered in this cause as follows:

1. The parties own the J. B. Glimp Estate lease and the Nellie Fields lease in the respective interests set forth in Conclusion of Law II and the title of each party is quieted against all other parties.
2. The parties shall have and recover the respective sums due them from the remaining parties as set forth in Conclusion of

Law XIII and shall have liens to secure the payment of such sums as set forth in Conclusion of Law IV.

3. The claims against the presently owned interests of the Estate of Fred B. Kroger in said leases shall have the following priority:

- a. The fees due the Court-appointed Accountant, Allan J. Bryden.
- b. The mortgage indebtedness due the Citizens Bank of Drumright, Oklahoma.
- c. The judgment creditors in this action.
- d. The attorney's lien of Jack B. Sellers.

4. No sale by the United States Marshal under execution or by the Receiver of the leasehold interest of any party shall be had for a period of thirty (30) days from the date this Judgment is filed with the Clerk of this Court.

5. Thirty (30) days after the filing of this Judgment with the Clerk of this Court, the Receiver, upon application of any judgment creditor whose judgment has not been paid, shall sell at the south door of the County Courthouse of Creek County at Sapulpa, Oklahoma, without appraisement, the interest or interests of any judgment debtor or debtors, upon twenty (20) days notice published in a newspaper of general circulation in Creek County, Oklahoma and mailed to all interest holders in the lease in question, at which sale any judgment creditor may have applied upon his bid or purchase price all or any portion of his unsatisfied judgment. The interest of one or more judgment debtors in either of said leases may be consolidated for the purpose of such sale or sales. The Receiver shall file herein a report of such sale or sales within ten (10) days and, upon confirmation, is directed to execute and deliver to the purchaser good and sufficient assignments and transfer orders conveying the interest sold to the purchaser. The Receiver shall also account for and pay to the

Clerk of this Court all cash received by him in connection with such sale or sales and such cash shall be deposited with said Clerk to the credit of the judgment creditor for whom the sale was had.

6. The Clerk of this Court shall disburse all funds deposited with him to the credit of the Estate of Fred B. Kroger in the following order of priority:

- a. To the Court-appointed Accountant, Allan J. Bryden,  
\$9,558.70.
- b. To Ray Thomas, Receiver, \$2,000.00
- c. To the Citizens Bank at Drumright, Oklahoma, \$5,436.22  
with interest at six per cent (6%) from September 1, 1956
- d. To the judgment creditors in this action, the respective amounts due them.
- e. To Grayce T. Kroger, Executrix of the Estate of Fred B. Kroger and Jack B. Sellers, the remainder.

7. The Receiver shall pay, out of the funds now or hereafter coming into his possession, the fee of his attorneys as fixed by the Court, any unpaid Court costs and any unpaid Court Reporter's fees and all operating expenses accruing to the date of his discharge; any remaining funds in the hands of said Receiver shall be attributed  $\frac{4}{9}$ ths to the J. D. Glimp Estate lease and  $\frac{5}{9}$ ths to the Nellie Fields lease and then deposited with the Clerk of this Court to the credit of the respective interest holders in said leases for application and credit on the judgment entered herein and the Receiver shall thereupon file his final report and application for discharge.

8. At the conclusion of such sales as may be necessary the Receiver shall turn operation of said leases over to the operator designated by the then existing owners and, if they fail to designate an operator, then to the owner of the majority interest in said leases.

Done in open Court this 18<sup>th</sup> day of March, 1959.

Rayce H. Savage

**APPROVED:**

---

---

---

*John T. Gibson*  

---

*Jack B. Sellers*  

---

*Ernie E. Wugerman*  

---

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

MAR 18 1959

MRS. PAUL J. KETRICK,

Plaintiff, }

vs.

JANE E. MESSER,

Defendant. }

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

Civil No. 4649

ORDER REMANDING

The motion of plaintiff to remand this suit to the District Court of Tulsa County, Oklahoma, having been set for hearing on March 20, 1959, and the defendant having stated that the motion is well taken and should be granted,

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

Dated at Tulsa, Oklahoma, this 18<sup>th</sup> day of March, 1959.

ROYCE H. SAVAGE

Judge.

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

AMERICAN AUTOMOBILE ASSOCIATION,  
a Corporation,

Plaintiff

vs

NICK DOUVAS, d/b/a MOTEL VINITA,

Defendant.

No. 4650 CIV.

**FILED**

MAR 18 1959

ORDER AND DECREE

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

On this 18<sup>th</sup> day of March, 1959, this cause came on to be

heard on the complaint of the plaintiff heretofore filed herein and the stipulation of the parties hereto as evidenced by the approval of this order and decree by the above named defendant. The plaintiff appeared by its attorneys, Rogers, Litchfield & Rogers, by Remington Rogers; and, it appearing to the court that defendant, Nick Douvas, doing business as the Motel Vinita, prefers not to contest this case and not to go to the expense of hiring any attorney; and by the approval of this order and decree, enters his general appearance in this case and consents to the disposition thereof by the court without any pleading or further action in behalf of said defendant, the court finds that plaintiff is entitled to proceed. Thereupon, plaintiff introduced evidence in its behalf and rested, and the court having heard the evidence, and being fully advised in the premises finds that all of the material allegations of the complaint filed herein are true and correct; that plaintiff is a corporation organized and existing under the laws of the State of Connecticut; that defendant is a resident and citizen of the Northern Judicial District of the State of Oklahoma; that this action is to enjoin infringement of certain trade marks duly registered in the United States Patent Office and is, therefore, within the jurisdiction of this court, and that the cause of action stated in said complaint arose in Craig County, Oklahoma within the jurisdiction of this court. The court further finds that plaintiff is the

owner of the trade marks mentioned and described in plaintiff's complaint and that said trade marks are valid, subsisting, uncancelled and unrepealed.

The court further finds that the defendant who does business as the Motel Vinita on U. S. Highway No. 66 at the southern edge of the City of Vinita, Oklahoma, has used and is using an emblem which is deceptively similar to the registered trade mark nationally displayed by plaintiff; that defendant's said emblem is a colorable imitation of plaintiff's emblem and by displaying same, defendant has infringed and is infringing upon the registered trade mark of the plaintiff. The court further finds that upon demand of plaintiff, defendant discontinued the use of said infringing marks on highway roadside signs but is still using an emblem which is deceptively similar to plaintiff's trade mark and that by reason of defendant's previous removal of said emblem from the highway roadside signs and defendant's appearance herein and consent to the immediate trial of this case, plaintiff has waived all claims against defendant for damages and has agreed to pay the costs of this action.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED as follows:

1. United States Trade mark registration number 547,321 and United States trade mark registration number 608,115, previously granted to plaintiff, are good and valid in law and the registration and trade marks covered thereby are the exclusive property of plaintiff.
2. Defendant by the use of an oval containing the letters AMA, the long axis of which oval is horizontal and the monogram therein contained having the middle letter M larger than either of the other two letters has infringed upon plaintiff's said trade mark rights.
3. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Nick Douvas, and all persons controlled by said defendant

are hereby permanently enjoined and restrained from any further infringement of plaintiff's said trade mark rights and registration by the use of any imitation of plaintiff's said trade marks so nearly resembling the same as to be likely to cause confusion or to deceive the public; and from the use of any sign, emblem, device or object deceptively similar to the registered trade marks of plaintiff, and particularly from the use of any emblem, sign or trade mark consisting of an oval with the long axis horizontal and containing therein any monogram or letters deceptively similar to the AAA monogram of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to said agreement of the parties that plaintiff pay the costs of these proceedings.

Done in open court this 18<sup>th</sup> day of March, 1959.

Boyer H. Savage  
District Judge

O. K.

ROGERS, LITCHFIELD & ROGERS

By: E. P. Litchfield, Jr.

Attorneys for Plaintiff

O. K.

Nicklowas  
Defendant

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 4507

Oliver Apartments, Inc., a Corporation

Defendant.

**FILED**

MAR 20 1959

DEFICIENCY JUDGMENT

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

On this 20<sup>th</sup> day of March 1959, there came on for hearing the motion of plaintiff for leave to enter a deficiency judgment herein filed on the 6<sup>th</sup> day of March 1959, and duly served upon J. B. Bailey, attorney of record for the defendant herein on that date.

The Court, upon consideration of said motion and of the evidence produced in open Court, finds that the fair and reasonable market value of the mortgaged premises as of the date of the U. S. Marshal's sale herein, to-wit, the 22d day of December 1958, was \$260,000. The Court further finds that the aggregate amount of the judgment rendered herein together with interest, attorney's fee, and costs amounts to \$341,637.51, and that said plaintiff is accordingly entitled to a deficiency judgment against the said defendant for said amount less the market value of the property in the sum of \$260,000, as above determined, to-wit, in the sum of \$81,637.51.

IT IS ACCORDINGLY ORDERED, ADJUDGED, AND DECREED that plaintiff have and recover from the defendant, Oliver Apartments, Inc., a corporation, a deficiency judgment in the sum of \$81,637.51 with interest at the rate of four per cent (4%) per annum until paid, and for the costs of this action.

  
United States District Judge

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

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA, A CORPORATION,

Plaintiff,

vs.

A B A APTS., INC., A CORPORATION,  
SAM E. WIDNEY, LILY E. WIDNEY, MRS.  
J. H. GWIN, BOARD OF COUNTY COMMISSIONERS  
OF OSAGE COUNTY, OKLAHOMA, AND STATE OF  
OKLAHOMA, EX REL. OKLAHOMA TAX  
COMMISSION,

Defendants.

No. 4589

**FILED**

MAR 20 1959

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

JUDGMENT

On this 9th day of March, 1959, 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, a corporation, have and recover of and from the defendant A B A Apts., Inc., a corporation, the sum of \$332,784.26, with interest thereon from August 1, 1958, at the rate of 4% per annum, attorneys' fees in the amount of \$15,300.00, 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:

Lots One (1) and Two (2), Block Two (2), 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, Serial Numbers:

74-292-000	82-084-049	82-080-966	81-056-111
82-084-006	82-082-508	82-080-912-	74-297-598
81-081-746	81-079-933	82-082-052	81-057-347
82-070-606	82-080-992	82-083-950	82-081-280
81-079-895	82-080-972	820-74455	82-075-607
81-079-128	82-082-010	82070643	82-075-945
81-079-834	82-082-538	82074427	82-073-204
82-061-145	82-083-914	82074639	82-073-211
82-075-830	83-083-897	82076103	83-066-656
82-072-704	82-082-539	82078395	83-067-116
81-080-129	82-082-535	82084084	
81-080-308	82-079-709	82-080-924	
81-080-188	82-082-536	82-080-917	
82-082-549	82-083-871	82-080-948	

General Electric Ranges, Serial Numbers:

2260009	2348316	2348419	2349302
2348374	2348317	2348378	2349330
2348410	2348420	2348373	2349355
2348421	2348353	2348395	234933
2348129	2348392	2348412	2349343
2348445	2348396	2348293	2349332
2348080	2348413	2348291	2348354
2348077	2348377	2348449	2348310
2348100	234832	2348098	2348399
2348443	2348372	2348451	2348394
2348300	2348362	2348347	2348315
2348368	2398371	2348385	2348285
2348292	2348374	2349319	2349395
			OP-100111

General Electric Garbage Disposals, Serial Numbers:

210962	209589	209570	209586
209572	210983	209581	210992
209553	209590	400958	209582
209575	209561	210997	210973
400968	209584	209567	210979
209548	209577	211003	210993
209560	209569	210974	211007
209554	400948	400962	210969
209587	209563	209583	210963
400936	209261	209558	210988
209551	209255	209269	210951
209571	210975	210990	210984
209547	209546	400974	210880
			211005

Bendix Washers, Serial Numbers:

5365-364	5362-S978	5365-S384
5344-S375	5360-S193	5368-S065
5358-S036	5360-S243	

Bendix Dryers, Serial Numbers:

158-F827	165-F693
165-F375	158-F822

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, and all other operating equipment of every kind and nature used in the operating of said housing project.

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

IT IS FURTHER ORDERED that all furniture in the hands of the Receiver herein, including that hereinabove specifically mentioned and that reported by the Receiver in his Inventory and Report herein, belongs to the defendant A B A Apts., Inc., a corporation, and is subject to the lien of the plaintiff's mortgage, and that the furniture not hereinabove specifically mentioned but reported by the Receiver in his Inventory and Report is subject to a prior chattel mortgage lien in favor of The Fourth National Bank of Tulsa, Oklahoma, with a balance due thereon of \$3,220.00.

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, without appraisement, after notice of sale as provided by law; and all of

the furniture in the hands of the Receiver which is not hereinabove specifically described but is more specifically set forth in the Receiver's Inventory and Report herein shall be sold, subject to the mortgage of The Fourth National Bank of Tulsa, Oklahoma; and that, at such sale, plaintiff may bid and become the purchaser, and the amount of the purchase price shall be applied, first; to the payment of all costs; second, to the judgment of the 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 Royce H. Savage  
United States District Judge

approved:  
151 R.M. Cowan

Attorneys for Defendants  
A.B.G. Co., Inc.; J.C. Meyer;  
and The Fourth National  
Bank of Tulsa.

-4-

approved:  
M. S. Ellis, Esq.  
Attorney for Plaintiff.

IN THE UNITED STATES DISTRICT COURT 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. 4526

**FILED**

MAR 26 1959

ORDER APPROVING SALE

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

Now, on this 25 day of March, 1959, this matter coming on to be heard upon the motion of the plaintiff in the above-entitled cause for confirmation of the sale of real estate and personal property made by the United States Marshal for the Northern District of Oklahoma to The Prudential Insurance Company of America on the 24th day of February, 1959, under a judgment entered in the above cause on the 17th day of December, 1958, said sale being of the following-described real estate situated in Osage County, State of Oklahoma, 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.

together with personal property therein contained and more particularly described in said judgment; and the court, having examined the proceedings herein and the proceedings of said Marshal and his return thereof under the judgment herein, finds that the same have been performed and done in all respects in conformity with the law; that said bid is the highest and best bid that could be obtained; and that said sale was made after due and legal notice of the time and place of sale.

IT IS, THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that the court is satisfied with the legality of said sale.

IT IS FURTHER CONSIDERED, ORDERED AND ADJUDGED by the court that the said sale and all the proceedings herein be and the same hereby are approved and confirmed in all respects; and, upon the request of The Prudential Insurance Company of America in open court, said Marshal is hereby directed to make and execute a good and sufficient deed for said lands, tenements, and personal property to Julian H. Zimmerman, Federal Housing Commissioner, Washington, D. C., his successors and assigns, whom the said purchaser at said sale, The Prudential Insurance Company of America, has designated to be the grantee in said deed.

IT IS FURTHER CONSIDERED, ORDERED AND ADJUDGED BY the court that said deed be made and executed as of April 1, 1959; and that the Receiver herein retain said property under his control and direction, as provided by previous order of this court, until said date of April 1, 1959, at which time said Receiver shall file a final report herein, and said final report is set for hearing on the said date of April 1, 1959, at the hour of 9:30 a.m., and as soon as the proceeds in the hands of the Receiver are credited upon the plaintiff's judgment, then the proceeds of the sale shall be so applied.

  
United States District Judge

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

THE PRUDENTIAL INSURANCE COMPANY )  
OF AMERICA, A CORPORATION, )

Plaintiff, )

vs. )

OSAGE COUNTRY CLUB APARTMENTS, )  
INC., A CORPORATION, ET AL., )

Defendants. )

No. 4527

**FILED**

**MAR 26 1959**

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

ORDER APPROVING SALE

Now, on this 25 day of March, 1959, this matter coming on for hearing upon the motion of the plaintiff in the above-entitled cause for confirmation of the sale of real estate and personal property made by the United States Marshal for the Northern District of Oklahoma to The Prudential Insurance Company of America on the 24th day of February, 1959, under a judgment entered in the above cause on the 17th day of December, 1958, said sale being of the following-described real estate situated in Osage County, State of Oklahoma, to-wit:

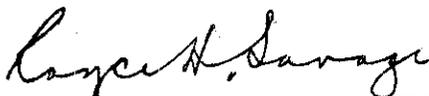
Lot Three (3), Block Six (6), Osage Hills, an Addition to the City of Tulsa, Osage County, State of Oklahoma, according to the recorded plat thereof, as recorded in Book Two (2) of Plats on pages 27 and 28, in the office of the County Clerk, Osage County, Oklahoma.

together with personal property therein contained and more particularly described in said judgment; and the court, having examined the proceedings hereir and the proceedings of said Marshal and his return thereof under the judgment herein, finds that the same have been performed and done in all respects in conformity with the law; that said bid is the highest and best bid that could be obtained; and that said sale was made after due and legal notice of the time and place of sale.

IT IS, THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that the court is satisfied with the legality of said sale.

IT IS FURTHER CONSIDERED, ORDERED AND ADJUDGED by the court that the said sale and all the proceedings herein be and the same hereby are approved and confirmed in all respects; and, upon the request of The Prudential Insurance Company of America in open court, said Marshal is hereby directed to make and execute a good and sufficient deed for said lands, tenements, and personal property to Julian H. Zimmerman, Federal Housing Commissioner, Washington, D. C., his successors and assigns, whom the said purchaser at said sale, The Prudential Insurance Company of America, has designated to be the grantee in said deed.

IT IS FURTHER CONSIDERED, ORDERED AND ADJUDGED by the court that said deed be made and executed as of April 1, 1959; and that the Receiver herein retain said property under his control and direction, as provided by previous order of this court, until said date of April 1, 1959, at which time said Receiver shall file a final report herein, and said final report is set for hearing on the said date of April 1, 1959, at the hour of 9:30 a.m., and, as soon as the proceeds in the hands of the Receiver are credited upon the plaintiff's judgment, then the proceeds of the sale shall be so applied.



United States District Judge

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

AETNA LIFE INSURANCE COMPANY, )

Plaintiff, )

vs. )

LEONA HOLCOMB, et al., )

Defendants, )

and )

F. E. PENCE, et al., )

Interveners. )

Civil Action No. 3502

**FILED**

MAR 30 1959

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

O R D E R

NOW COMES on for hearing on this 24th day of March, 1959,  
Motion to Dismiss filed herein by Glenn O. Young and Young, Young & Young,  
Upon consideration of the same and the cause now before this Court, and  
being duly advised in the premises, this Court finds as follows:

1. That on December 10, 1956 this Court rendered its Order requiring plaintiff, Aetna Life Insurance Company, to pay the proceeds of Annuity Contract No. AN-33469 in compliance with the terms thereof, and among others, to beneficiaries Clarence Denham, Frank Denham, George Denham, Mary Jane Hopkins, Carolyn Denham Lumly, Mae Denham, individually and as guardian of Dorothy Lee Denham, a minor.

2. That on the 22nd day of January, 1959, this Court heard Motion for Leave to Make Deposit in the Court filed by said plaintiff and, upon consideration thereof, rendered Order on that date allowing applicant, Aetna Life Insurance Company, to pay the proceeds of the said annuity policy due to those particular Denham devisees last above named into the office of the Clerk of this Court.

3. That the said Order of January 22, 1959 further granted to the law firm of Young, Young & Young and Glenn O. Young, and the Estate of H. K. Glunt, deceased, a period of ten (10) days thereafter within which to make a showing to this Court as to lien, claim or interest in the proceeds of such policy, if any, which they, or any of them had.

4. That no showing was made within such period by Young, Young & Young, Glenn O. Young and the Estate of H. K. Glunt, deceased, or any of them, within the time prescribed by said Order of January 22, 1959, nor was any appearance made in compliance therewith, within the time prescribed therefor.

5. That the plaintiff, Aetna Life Insurance Company, caused process to be served upon Young, Young & Young, Glenn O. Young and Mrs. H. K. Glunt, Administratrix of the Estate of H. K. Glunt, deceased, on or about the 17th day of February, 1959, in compliance with Order of this Court dated February 16, 1959, authorizing the inclusion of said parties as defendants in this cause, and the said parties defendant, Messrs. Young, Young & Young and Glenn O. Young, would under the rules of this Court have a period of twenty (20) days after the said service of February 17, 1959 within which to plead or answer; and that said parties, and none of them, filed any pleading in this cause within said period.

6. That on the 10th day of March, 1959, Messrs. Young, Young & Young and Glenn O. Young filed herein instrument denominated as "Motion to Dismiss" without obtaining leave of Court to file the same out of time; and that no supporting brief nor memorandum was filed by said parties within five (5) days thereafter in compliance with the pertinent rules of this Court.

7. That, in the absence of a showing to the contrary, Clarence Denham, Frank Denham, George Denham, Mary Jane Hopkins, Carolyn Denham Lumly, Mae Denham, individually and Mae Denham, as guardian of Dorothy Lee

Denham, a minor, are entitled to have and receive all of the accumulated proceeds of Aetna Life Insurance Company Annuity Policy No. AN-33409, now on deposit in the Office of the Clerk of this Court and to further have and receive the remaining payments due thereunder, according to the terms of the said annuity policy, all in compliance with the Order of this Court dated December 10, 1956.

8. That the Motion to Dismiss filed by Glenn O. Young and Young, Young & Young should be overruled in that the same was not timely presented after having been duly set for hearing, with notice thereof having been given, by the Clerk of this Court.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Motion to Dismiss filed herein by Glenn O. Young and Young, Young & Young, be and the same is hereby overruled upon their failure to timely present the same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Young, Young & Young, Glenn O. Young and the Estate of H. K. Glunt, deceased, have not presented nor proven any claim nor made any showing herein as to their interest, if any, in and to the proceeds of Annuity Policy No. AN-33409 of Aetna Life Insurance Company.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Clerk of this Court immediately and forthwith make distribution of the proceeds of said annuity policy, heretofore deposited with this Court by Aetna Life Insurance Company, to the following persons and in the following proportions, to-wit:

Frank T. Denham	\$1578. 36
Clarence M. Denham	\$1578. 36
George N. Denham	\$1578. 36
Mary Jane Hopkins	\$1578. 36
Mae Cecilia Denham	\$ 526. 14
Mae Cecilia Denham, as guardian of Dorothy Lee Denham, a minor	\$ 526. 11
Carolyn Denham Lumly	\$ 526. 11

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Order of this Court, dated December 10, 1956, shall be and remain in full force and effect except as the same is herein modified.

  
Judge