

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

ELIZABETH M. PRESTON,
Plaintiff,
vs.
MOORLANE EMPLOYEES TRUST, SAVINGS AND
PENSION PLAN, INC., A Corporation, et al.,
Defendants.)

No. 4918

FILED

JAN 3 1961

JOURNAL ENTRY OF JUDGMENT

NOBLE C. HOOD
Clerk U. S. District Court

NOW, on this 3rd day of ~~December~~ January, 1961, this matter comes on for judgment pursuant to the stipulation of the parties filed herein, after trial of said cause had on the 19th day of December, 1960.

The Court, being duly advised in the premises, approves the stipulation of the parties, and

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT, pursuant to the terms of said stipulation, that the Clerk of this Court forthwith disperse and distribute the fund deposited in the registry of this Court by State Mutual Life Assurance Company, as follows:

1. To the payment of the costs herein, including Clerk's costs, service costs, witness fees, costs of original depositions actually used in the trial of the cause, and attorney fees and expenses of the attorneys for State Mutual Life Assurance Company; and
2. One-half of the residue of said fund to the plaintiff, Elizabeth M. Preston, and her attorneys of record, Ted R. Fisher and C. Lawrence Elder; and
3. The remaining fifty percent of said fund to the defendants, Eugene A. Preston and Laura Pappan Preston, Guardians of the Person and Estate of Brenda Jean Preston, a Minor, and Jack Hays and George Campbell, their attorneys of record.

Approved:
Jack H. Hays
Atty for Eugene A. Preston et al. et al.
Ted R. Fisher, Atty. for Plaintiff

Royce H. George
UNITED STATES DISTRICT JUDGE

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

ELIZABETH M. PRESTON,

Plaintiff,)

vs.)

AETNA LIFE INSURANCE COMPANY OF HARTFORD,
CONNECTICUT, a corporation, et al.,
Defendants.)

No. 4932

FILED

JAN 3 1961

JOURNAL ENTRY OF JUDGMENT

ROBERT C. HOOD
U.S. District Judge

NOW, on this 3rd day of January, 1961, the above entitled matter comes on for judgment, pursuant to stipulation of the parties filed herein, after trial of this case had on the 19th day of December, 1960.

The Court, being duly advised in the premises, finds and orders that the stipulation of the parties filed this date should be and the same is hereby approved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the defendant, Aetna Life Insurance Company of Hartford, Connecticut, a corporation, forthwith pay to the registry of this Court the sum of \$10,000.00, due and owing under its Group Life Insurance Policy No. 16,902, together with interest thereon at the rate of ~~5%~~ percent per annum from the 23rd day of February, 1960, until paid, and that upon receipt thereof, the Clerk of this Court is hereby ordered to disperse said fund as follows:

1. To the payment of the costs of this action, which shall include Clerk's costs, service costs, witness fees, and such other costs as may have been allowed by separate order of this Court.

2. To the plaintiff, Elizabeth M. Preston, and her attorneys, Ted R. Fisher and C. Lawrence Elder, fifty percent of the residue of said fund.

3. To the defendants, Eugene A. Preston and Laura Pappan Preston, Guardians of the Person and Estate of Brenda Jean Preston, a Minor, and Jack Hays and George Campbell, their attorneys, the remaining fifty percent of said fund.

Approved:
Jack H. Hays
Atty. for Eugene A. Preston, et al. joined.
Ted R. Fisher, Atty for Plaintiff

Royce H. Savage
UNITED STATES DISTRICT JUDGE

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

FILED

JAN 3 1961

W. M. SKAGGS and S. L. SKAGGS
d/b/a SKAGGS BROTHERS, GROWERS
AND SHIPMENS,

Plaintiffs,

vs.

No. 5061

SAM REBELLO,

Respondent.

JOURNAL ENTRY

In this action the defendant, Sam Rebello, having been regularly served with process and having failed to appear and answer the plaintiff's complaint filed herein, the legal time for answering having expired and no answer or demurrer having been filed, the default of said defendant Sam Rebello in the premises having been duly entered according to law upon application of said plaintiff to the Clerk, and after proof of summons in pursuance of the order of said complaint,

IT IS ORDERED AND ADJUDGED that said plaintiff do have and recover from the said defendant, judgment for the sum of Four Hundred eighty-five Dollars and Seventy-two Cents (\$485.72) with interest thereon at the rate of five per cent (5%) per annum from May 1, 1959, till paid, attorney's fee in the amount of Two Hundred Fifty Dollars (\$250.00), together with said plaintiff's costs amounting to the sum of \$_____.

Judgment entered Jan 3, 1961.

Walter C. Hood
Clerk of the District Court
By M. M. [Signature] Deputy

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Hazel McCoy,

Plaintiff,

vs.

Safeway Stores, Inc., a
Maryland Corporation, and
Jack Gresham,

Defendants.

Civil Action No. 5070

FILED

JAN 10 1961

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

ORDER REMANDING

This cause came on for hearing before the court, the Honorable Hoyce H. Savage presiding, on December 16, 1960 on plaintiff's motion to remand the cause to the Superior Court, Bristow Division, Creek County, Oklahoma, and was taken under advisement and the plaintiff was granted leave to present evidence in support of her motion.

NOW, on this 10th day of January, 1961, the court upon consideration entered an order remanding the cause to the Superior Court, Bristow Division, Creek County, Oklahoma.

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

Dated at Tulsa, Oklahoma, this 10th day of January, 1961.

NOBLE C. HOOD, CLERK

By 
Ben H. Ballenger
Deputy

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JAN 12 1961

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

Onis H. Petts,

Plaintiff,

vs.

Civil Action No. 5067

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

Defendant.

O R D E R

On this 12 day of January, 1961, the motion of the United States of America to remand the action to the Secretary of Health, Education and Welfare of the United States for further action by the Secretary coming on for hearing and the court being fully advised in the premises finds that the motion should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this action 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 Secretary.

Royce N. Savage

U. S. DISTRICT JUDGE

APPROVED:

Robert S. Rieley

Robert S. Rieley
United States Attorney

David H. Loeffler

Loeffler and Allan
Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

THE ALLIANCE MUTUAL COUNTRY COMPANY, a corporation,

Plaintiff

vs.

No. 4200-Civil

THOMAS LYNN DUFF, ROSE ELIA WOOD, mother and next friend of DENNIS WOOD WOOD, a minor, ROSE ELIA WOOD, an individual, and DENNIS HENRY WOOD, CUSTOLIA WOOD, father and next of kin of MARIE C. WOOD, deceased, and MRS MCGILL, guardian of the estate of JIMMY CHICKLER, a minor,

Defendants

FILED

JAN 13 1961

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

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This cause having been regularly assigned for trial to the Court on January 4, 1961, all parties having appeared by their respective counsel and a stipulation of the parties having been dictated into the record and the depositions of all witnesses having been offered and received in evidence, namely, the witnesses, Marvin O'Malley, Edward Gene O'Malley and Terry Lynn Duff, and the Court having fully considered the stipulation of the parties, the arguments of counsel and the evidence submitted, now makes the following:

FINDINGS OF FACT

1. The plaintiff, The Alliance Mutual Country Company, at all times was and is a corporation organized and existing under the laws of the State of Kansas, with its principal place of business in Topeka, Kansas.

2. The defendants, Rose Elia Wood, Rose Elia Wood, mother and next friend of Dennis Wayne Wood, a minor, and Dennis Henry Wood, all are citizens and residents of the State of Oklahoma, as are Terry Lynn Duff, Custolia Wood, father and next friend of Marie C. Wood, deceased, and Mrs McGill, guardian of the estate of Jimmy Chickler, a minor.

3. The matter in controversy exceeds, exclusive of interest and costs, the sum of Ten Thousand (\$10,000.00) Dollars.

4. That on the 29th day of January, 1960, the plaintiff issued to Marvin O'Malley, as insured, its "Family Automobile Policy", No. 200034, effective for a term of six months from January 29, 1960, to July 29, 1960. A true copy of the policy is attached to the Complaint marked "Exhibit A".

5. Under the terms of the said policy marked "Exhibit A", the plaintiff agreed to pay on behalf of the insured all sums that the insured should become legally obligated to pay by reason of the liability imposed by law for damages including damages for personal injuries and/or death sustained by any person or persons caused by accident and arising out of the operation of a certain 1953 Pontiac automobile, not exceeding the sum of Five Thousand (\$5,000.00) Dollars because of an accident resulting in injury to or death of one person and in any one accident not exceeding the sum of Ten Thousand (\$10,000.00) Dollars for injury to or death to two or more persons. It was further provided that the identical coverage was afforded a private passenger automobile ownership of which was acquired by the named insured during the policy period, provided such newly acquired automobile replaced the automobile described in the policy.

6. That on February 16, 1960, the said insured, Marvin O'Malley, purchased a 1955 Pontiac automobile as a replacement vehicle for the 1953 Pontiac described in said policy of insurance attached hereto and that said 1955 Pontiac is, therefore, a replacement vehicle and the terms of the said policy apply to the 1955 Pontiac automobile the same as if it were the vehicle described in said policy.

7. That, as shown by said Exhibit A attached hereto said policy, under "Persons Insured" provided as follows:

"PERSONS INSURED - The following are insureds under Part I:

(a) With respect to the named automobile,

- (1) The named insured and any resident of the same household,
- (2) Any other person using such automobile, provided the actual use thereof is with the permission of the named insured."

8. That on and prior to the 21st day of February, 1960, the named insured, Marvin O'Malley, granted permission to his 20 year old son, Edward O'Malley, to take and use the insured automobile for his own use and benefit; there were no particular restrictions to the use of said automobile; there was no discussion at any time about the use of said automobile by any one other than Edward "Fats" O'Malley.

9. That on the evening of February 21, 1960, the said Edward "Fats" O'Malley did permit one Terry Lynn Duff to take and use the said 1955 Pontiac automobile for the personal use and benefit of the said Terry Lynn Duff.

10. That at approximately 10:30 P.M., February 21, 1960, the said Terry Lynn Duff was driving said 1955 Pontiac automobile and was involved in a motor vehicle accident near the east limits of the City of Cushing in Payne County, Oklahoma, resulting in personal injuries and property damage.

11. That subsequently the following law suits were filed in the State Courts of Oklahoma:

(1) *Essie Ella Wesse vs. Terry Lynn Duff, et al.*, No. 150004, District Court, Oklahoma County, Oklahoma.

(2) *Essie Ella Wesse, mother and next friend of Dennis Wayne Wesse, a minor, vs. Terry Lynn Duff, et al.*, No. 150003, District Court, Oklahoma County, Oklahoma.

(3) **Emma Henry Wesse vs. Harry Lynn Duff, et al, No. 18060, District Court, Chickasaw County, Oklahoma.**

(4) **Certale Means, father and next of kin of Marie C. Means, deceased, No. 18188, District Court, Creek County, Oklahoma.**

(5) **Max McCall, guardian of the estate of Jimmy Shickler, a minor, vs. Harry Lynn Duff, et al, No. 18187, District Court, Creek County, Oklahoma.**

11. That the defendant, Harry Lynn Duff, has called upon the plaintiff to defend said law suits in said State Courts and to pay any judgment that might be obtained by the plaintiffs in said State Court actions described above.

12. That any duty of the plaintiff to defend any or all of the above described law suits and any duty of said plaintiff to pay any judgment rendered in any of the above described law suits must, of necessity, be based upon a condition precedent, that condition being the permission of the named insured, Marvin O'Malley, to Harry Lynn Duff or the actual use of the insured automobile at the time of the accident of February 21, 1940.

14. That at the time of the accident of February 21, 1940, the defendant, Harry Lynn Duff, was operating the 1938 Pontiac insured vehicle without the permission of the named insured, Marvin O'Malley.

Upon the above findings of fact, the Court makes the following conclusions of law and order for judgment.

CONCLUSIONS OF LAW.

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

2. An actual controversy of a justiciable nature exists between the parties for declaratory relief within the Declaratory Judgment Act 28 U.S.C.A., Sec. 2201.

3. By express provisions of the policy quoted on Page 3, Paragraph 7 of the findings of fact herein, relating to "Persons Insured", a condition precedent to the extension of coverage under said policy to the defendant, Terry Lynn Huff, is permission from the named insured, Marvin O'Malley, to the defendant, Terry Lynn Huff, for the use of the insured automobile.

4. The condition precedent to the extension of coverage to the defendant, Terry Lynn Huff, was not met in that at the time of the accident of February 21, 1966, the defendant, Terry Lynn Huff, was operating the insured vehicle without the permission of the named insured.

5. The plaintiff, The Alliance Mutual Casualty Company, has no obligation under Policy No. 200004 issued to Marvin O'Malley to defend any or all of the law suits described in Paragraph 7 of the findings of fact in fact as Terry Lynn Huff is concerned.

6. The plaintiff, The Alliance Mutual Casualty Company, has no obligation under Policy No. 200004 issued to Marvin O'Malley to pay any judgment rendered in any of the law suits described in Paragraph 7 of the findings of fact as far as relates to Terry Lynn Huff.

CONCLUSION

WHEREFORE, it is concluded by the Court that the plaintiff should have judgment declaring that the plaintiff is relieved from any obligation under its policy to defend actions

against Harry Lynn Duff arising from the automobile accident of February 21, 1940, and resulting in injuries and damage to Anne Ella Weiss, Anne Ella Weiss, mother and next friend of Dennis Wayne Weiss, a minor, Emma Henry Weiss, Coraella Weiss, father and next of kin of Marie C. Weiss, deceased, or her estate, guardian of the estate of Jimmy Whittier, a minor; or to pay any judgment which might be recovered against Harry Lynn Duff by any or all of said persons as a result of said automobile accident, or in any other action that may be instituted by any person against the said Harry Lynn Duff arising from the automobile accident of February 21, 1940.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated this 13 day of January, 1941.

Royce H. Savage

United States District Judge

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

RAYMOND BAKER, et ux,)
 Plaintiffs,)
vs.)
))
WYNN TRAILER WORKS,))
 Defendant.)

Civil Action No. 5038

FILED

JAN 16 1961

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

ORDER

NOW on this 16 day of January, 1961, the Motion of plain-
tiffs to dismiss without prejudice and without payment of further
costs, and consent of defendant thereto, is sustained.

IT IS THEREFORE ORDERED that plaintiffs are permitted to
dismiss their complaint as amended without prejudice and without
assessment or payment of additional costs.

W. Royce H. Savage

UNITED STATES DISTRICT JUDGE

OK.
Lawrence Ecker
Atty for plaintiff
Harvey C. Carpenter
Atty for defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

vs.

One 1956 Chevrolet Pick-up Truck,
Motor No. 0296788F56A, its tools
and appurtenances,

Respondent,

The American National Bank and
Trust Company of Sapulpa, Oklahoma,

Claimant.

Civil No. 5057

FILED

JAN 16 1961

ROBERT C. HILL
Clerk, U.S. Dist. Ct.

J U D G M E N T

Pursuant to the Findings of Fact and Conclusions of Law entered in this cause, it is hereby ORDERED, ADJUDGED and DECREED that the 1956 Chevrolet Pick-up truck, Motor No. 0296788F56A, be, and the same is hereby forfeited, and that Martines Waldon is decreed to have no claim, right, title or interest whatsoever in said vehicle; and that the American National Bank and Trust Company of Sapulpa, Oklahoma, is entitled to possession of respondent vehicle upon payment of costs of seizure and storage, advertising expenses and Marshal's fees by reason of remission of the forfeiture as to the American National Bank and Trust Company of Sapulpa, Oklahoma.

It is further ordered that the bond in the amount of \$250.00 deposited by the claimant be returned to claimant upon payment of costs of seizure and storage, advertising costs and Marshal's fees.

Dated this 16th day of January 1961.

/s/ ROYCE H. SAVAGE

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

Loeffler and Allen
By Sam T. Allen III
Atty. for Claimant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

-vs-

18.12 ACRES OF LAND, MORE OR
LESS SITUATE IN CREEK COUNTY,
OKLAHOMA AND ROBERT M. BAHNSEN,
ET AL., AND UNKNOWN OWNERS

Defendants.)

) CIVIL NO 4771

FILED

JAN 17 1961

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

J U D G M E N T
(As to Tract No. 1700)

I

Now on this 17th day of Jan, 1960, this matter comes on for disposition on application of the plaintiff, United States of America, for entry of Judgment on stipulations agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel for plaintiff finds:

II

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

III

THIS Judgment applies only to the estate condemned in Tract No. 1700 as such estate and tract is described in the Declaration of Taking filed in Civil Action 4771.

IV

Service of Process has been perfected either personally or by publication notice as provided by Rule 71 A of the Federal Rules of Civil Procedure on all parties defendant in this cause who are interested in the subject tract.

V

The Acts of Congress set out in the Complaint herein give the United States of America the right, power, and authority to condemn for public use the estate described in Paragraph III herein. Pursuant thereto, the United States of America has filed its Declaration of Taking of such described property and title thereto should be vested in the United States of America.

VI

On the filing of the respective Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of certain estate in the subject tract, certain sums of

money, and certain portions of this deposit have been disbursed as set out in Paragraph XIV below.

VII

On the date of taking these actions, the owners of the estate taken in the subject tract were the persons whose names are shown in Paragraph XIV below. Such named defendants are the only persons asserting any interest in the estate taken in such tract, all other persons having either disclaimed or defaulted, and such named defendants are entitled to receive the just compensation for the estate taken in this tract.

VIII

A Stipulation for Exclusion of Property, executed by certain ones of the above named owners and the United States of America, has been filed herein excluding from the taking in this case certain improvements situated on subject tract and agreeing to the reduction of the total compensation by the salvage value of such improvements as shown in Paragraph XIV below, and such stipulation should be approved.

IX

The owners of the subject tract have each and all executed, with the United States of America, Stipulation as to Just Compensation, wherein they have agreed that just compensation for their interest in the estate condemned in such tract is in the amount shown as compensation in Paragraph XIV herein, ^{inclusive of interest,} and such stipulation should be approved.

X

Certain deficiencies exist between the amount deposited as estimated compensation for subject tract and the amount fixed by the stipulation as just compensation, and the amount of such deficiencies should be deposited for the benefit of the landowners. Such deficiencies are set out in Paragraph XIV below.

XI

It is therefore, ORDERED, ADJUDGED AND DECREED that on the date of taking, the owners of the estate condemned herein in the tract named in Paragraph III herein, were the persons whose names appear below in Paragraph XIV, and the right to just compensation for the respective estate in this tract is vested in the parties so named, as their respective interests appear therein.

XII

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 tracts named in Paragraph III herein, as such tract is particularly described in the Complaint and Declaration of Taking filed herein; and such tract, to the extent of the estate indicated and for the uses and purposes described in such Declaration of Taking, with the exception of the property excluded in Paragraph XIII herein, are condemned and title thereto is vested in the United States of America and all defendants herein and all other persons interested in such estate are forever barred from asserting any claim thereto.

XIII

It Is Further ORDERED, ADJUDGED AND DECREED that the Stipulation for Exclusion of Property, referred to in Paragraph VIII above, is confirmed; the improvements covered by such stipulation are excluded from the taking herein, and title thereto remains vested in the defendant owners.

XIV

It Is Further ORDERED, ADJUDGED AND DECREED that the Stipulation as to Just Compensation mentioned in Paragraph IX above are hereby confirmed and the sums therein fixed are adopted as the awards of just compensation for the estate condemned in subject tract as follows:

AWARD OF JUST COMPENSATION:

By stipulation with Audrey McDonald.....	\$5,100.00	
less salvage value of improvements excluded.....	<u>390.00</u>	
	4,710.00	<u>\$4,710.00</u>
Total award of just compensation for subject tract:.....		\$4,710.00
Deposited as Estimated Compensation for subject tract:.....		<u>4,500.00</u>
Deposited Deficiency:.....		210.00

DISTRIBUTION AND DISBURSAL OF AWARD:

Audrey McDonald, share of award:.....	\$4,710.00
Disbursed to owners by prior orders:.....	<u>4,500.00</u>
Balance due to Audrey McDonald:.....	210.00

XV

It Is Further ORDERED, ADJUDGED AND DECREED that the United States of America shall deposit in the registry of this Court

to the credit of Tract No. 1700, for the benefit of the landowners,
the total deficiency amount of \$210.00. Upon deposit of this sum the
Clerk of the Court shall disburse

To Audrey McDonald.....\$210.00

Raymond H. Sausse
UNITED STATES DISTRICT JUDGE

APPROVED:

Perry A. Krohn
Assistant U. S. Attorney

Leontine P. Harris
Attorney for Defendant

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

R. D. Creighton and M. E. Creighton,
co-partners, doing business under
the firm name of Creighton Drilling
Company and Insurers Indemnity &
Insurance Company, a corporation,

Plaintiffs,

vs

United States Fidelity & Guaranty
Company, a corporation,

Defendant.

Civil Action No. 4979

FILED

JAN 17 1961

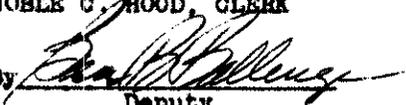
NOBLE C. HOOD
Clerk, U. S. District Court

ORDER OF DISMISSAL

This action came on for pre-trial hearing before the
Court, Honorable Royce H. Savage presiding, and the Court
on January 16, 1961, having ordered the cause dismissed
without prejudice.

It is ordered and adjudged that this case be
dismissed without prejudice.

NOBLE C. HOOD, CLERK

By 
Deputy

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

UNITED STATES OF AMERICA,)
)
 Plaintiff-Appellee,)
)
 -vs-)
)
 400.00 Acres, Rogers County,)
 Oklahoma, ROBERT L. HOUSE,)
 and CLAUDE N. JORDAN,)
)
 Defendants-Appellees,)
)
 and)
)
 ONEGO CORPORATION,)
)
 Defendant-Appellant.)

No. 4651 Civil

FILED

JAN 17 1961

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

JOURNAL ENTRY DETERMINING DISTRIBUTION

NOW, on this the 17th day of November, 1960, there comes on before the Court for hearing the matter of determination of distribution of award as to Tract No. J-1038 and part of Tract No. J-1038E-1 and Tracts Nos. J-1053 and J-1054, and the plaintiff, the United States of America appearing by Hubert A. Marlow, Assistant United States Attorney, and Robert L. House and Claude N. Jordan and Helen R. Jordan, his wife, appearing in person and by Harry D. Moreland of Doerner, Stuart, Moreland, Campbell & Saunders, and Glenn H. Chappell of Chappell & Madden, their attorneys, and the Onego Corporation appearing by B. W. Taber of Rucker, Taber, Best, Sharp & Shepherd, its attorneys; thereupon, Robert L. House and Claude N. Jordan and Helen R. Jordan, his wife, proceeded with the introduction of evidence on their behalf, and having concluded the same, rests. Thereupon, The Onego Corporation proceeds with the introduction of evidence on its behalf and having concluded the same rests, and both parties rest and the Court having heard the evidence of witnesses sworn and examined in open court and having heard the arguments of counsel and being fully advised, finds:

L

That Robert L. House, at and prior to the time of the filing of this action, owned all of the oil, gas and other minerals in and under

Tract No. J-1038 and part of Tract J-1938E-1, that the defendant, the Onago Corporation owned a valid and subsisting oil and gas lease thereon which provided for a 1/8th royalty for said owner of the oil, gas and mineral rights therein and thereunder, together with equipment thereon.

II.

That Claude N. Jordan and Helen R. Jordan, his wife, at and prior to the time of the filing of this action, owned all of the oil, gas and other minerals in and under Tract Nos. J-1053 and J-1054, and that the defendant, the Onago Corporation, owned a valid and subsisting oil and gas lease thereon which provided for a 1/8th royalty for said owners of the oil, gas and mineral rights therein and thereunder, together with equipment thereon.

III.

That the amount of the award heretofore fixed and determined as just compensation for said Tract No. J-1038 and part of Tract No. J-1938E-1, together with interest thereon, should be distributed to the following named parties as follows, to-wit:

\$1,960.00 for equipment to The Onago Corporation,
the balance as follows:
60% to Robert L. House; and 40% to the Onago Corporation.

IV.

That the amount of the award heretofore fixed and determined as just compensation for said Tracts Nos. J-1053 and J-1054, together with interest thereon, should be distributed to the following named parties as follows, to-wit:

\$8,800.00 for equipment to The Onago Corporation,
the balance as follows:
60% to Claude N. Jordan and Helen R. Jordan, his wife; and
40% to The Onago Corporation.

1/2 Royce H. Larrage
UNITED STATES DISTRICT JUDGE

Approved:

1/2 Hubert A. Marlow
Assistant U. S. Attorney

Approved:

(s) *Harry D. Moreland*

Harry D. Moreland
1218 Atlas Life Bldg.
Tulsa, Oklahoma

(s) *Glenn H. Chappell*

Glenn H. Chappell *by U.S.M.*
Nowata, Oklahoma

Attorneys for Robert L. House, Claude
H. Jordan and Helen H. Jordan, his wife.

(s) *B. W. Tabor*

B. W. Tabor
Bucker Bldg.,
6th at Frisco
Tulsa, Oklahoma

Attorney for the Onego Corporation.

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

FILED
JAN 20 1961

United States of America,
Plaintiff,

NORBERT D. HOG
Clerk, U.S. District

vs.

Civil Action No. 4726

2,551.48 Acres of Land, More or Less,
Situate in Nowata and Rogers Counties,
Oklahoma, and W. F. Graham, et al, and
Unknown Owners,

Tracts Nos. P-1656, P-1656E-1
and P-1656E-2
(surface estate only)

Defendants.

United States of America,
Plaintiff,

vs.

Civil Action No. 4922

109.05 Acres of Land, More or Less,
Situate in Nowata County, Oklahoma,
and Charles F. Russell, et al, and
Unknown Owners,

Tracts Nos. P-1656E-3, P-1656E-4
and P-1656E-5
(Surface estate only)

Defendants.

J U D G M E N T

1.

On June 30, 1959, this cause, as to the surface estates only, in the captioned tracts, came on for trial, and the parties having waived a jury, the case was tried to the Court, before the Honorable Royce H. Savage, Judge of the United States District Court for the Northern District of Oklahoma. The plaintiff, United States of America, appeared by Hubert A. Marlow, Assistant United States Attorney, for the Northern District of Oklahoma. The defendant, Harry W. Kester, appeared by his attorney, Warren Watkins. After hearing the evidence and being fully advised in the premises, the Court finds:

2.

The Court has jurisdiction of the parties and the subject matter of this action. This Judgment applies only to the surface estates condemned in Tracts Nos. P-1656, P-1656E-1, P-1656E-2, P-1656E-3, P-1656E-4 and P-1656E-5, as such tracts and estates are described in the Complaints filed herein.

3.

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 who are interested in the subject tracts.

4.

The Acts of Congress set out in Paragraph 2 of the Complaints filed herein give the United States of America the right, power, and authority to condemn for public use the subject tracts, as such tracts are particularly described in such Complaints. Pursuant thereto, on June 30, 1959, as to Civil Action No. 4726, and on May 10, 1960, as to Civil Action No. 4922, the United States of America filed its Declarations of Taking of certain estates in such described land, and title thereto should be vested in the United States of America.

5.

Simultaneously with the filing of the Declarations of Taking herein, there was deposited in the registry of this Court, as estimated compensation for the taking of the subject tracts, certain sums of money, a portion of which has been disbursed as shown in Paragraph 10.

6.

Just compensation for the surface estate only condemned herein in the subject tracts is \$18,000.00.

7.

A deficiency exists between the amounts deposited as estimated compensation and the amount fixed herein as the award of just compensation for subject tracts, and a sum of money sufficient to cover such deficiency should be deposited by the Government. Such deficiency is set out in Paragraph 10 below.

8.

The defendants named in Paragraph 10 as owners of subject tracts are the only defendants asserting any interest in the surface estate in the subject tracts, all other defendants having either disclaimed or defaulted; the named defendants are the owners of such estate, as of the date of taking, and as such, are entitled to distribution of the award of just compensation.

9.

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 tracts enumerated in Paragraph 2, and the surface estates only in such tracts, as such estates and tracts are described in the Complaints filed herein, are condemned and title thereto is vested in the United States of America, as of the dates of filing of the respective Declarations of Taking, and all defendants herein and all other persons interested in the described estates in such tracts are forever barred from asserting any claim thereto.

It Is Further ORDERED, ADJUDGED AND DECREED, that on the date of taking, the owners of the estates condemned herein in the subject tracts were the defendants whose names appear in the schedule below; the right to just compensation for the estates taken in these tracts is vested in the parties so named; and the sum of \$18,000.00 is hereby adopted as the award of just compensation for the estates herein taken in subject tracts as set out in the following schedule, to-wit:

TRACTS NOS. P-1656, P-1656E-1, P-1656E-2, P-1656E-3,
P-1656E-4 and P-1656E-5
(surface estate only)

Owners:

Harry W. Kester

The Mutual Life Insurance Company of New York (Mortgagee)

Award of Just Compensation for Surface Estate only Condemned.	\$18,000.00	\$18,000.00
Deposited as Estimated Compensation for Surface Estate:		
Civil Action No. 4726	\$14,300.00	
Transferred to Civil Action No. 4726 from Civil Action No. 4922	\$ 575.00	
Total	\$14,875.00	
Deposit Deficiency	\$ 3,125.00	
Disbursed to Harry W. Kester		\$10,000.00
Balance Due to Owners.		<u>\$ 8,000.00</u>

It Is Further ORDERED, ADJUDGED AND DECREED that the United States of America, shall pay into the Registry of this Court for the benefit of the named owners the deficiency amount of \$3,125.00, together with interest thereon at the rate of 6% per annum from June 30, 1959, until the date of deposit of such deficiency amount together with interest, and such sum shall be placed in the deposit for the subject tracts in Civil Action No. 4726. Upon receiving this sum the Clerk of this Court shall distribute from the deposit for subject tracts in Civil Action 4726 the sum of \$8,000.00 plus the above-mentioned interest on the deposit deficiency, jointly to:

Harry W. Kester and
The Mutual Life Insurance Company of New York.

APPROVED:

Hubert A. Marlow

Hubert A. Marlow
First Assistant U. S. Attorney

Royce H. Savage
UNITED STATES DISTRICT JUDGE

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JAN 20 1961

United States of America,
Plaintiff,
vs.
419.26 Acres of Land, More or Less,
Situate in Rogers County, Oklahoma,
and Harry J. Tappe, et al., and
Unknown Owners,
Defendants.

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

Civil Action No. 4728
Tracts Nos. D-411-1 D-411-2
D-411E-1, D-411E-2 and
D-411E-3

United States of America,
Plaintiff,
vs.
12.83 Acres of Land, More or Less,
Situate in Rogers County, Oklahoma
and C. H. Dennis, et al, and
Unknown Owners,
Defendants.

Civil Action No. 4869
Tract No. D-411E-4

United States of America,
Plaintiff,
vs.
99.21 Acres of Land, More or Less,
Situate in Nowata and Rogers Counties,
Oklahoma, and Edith Rose, et al.,
and Unknown Owners,
Defendants.

Civil Action No. 4895
Tract No. D-411E-5

J U D G M E N T

(As to captioned tracts only)

I

NOW, on this 20 day of January, 1960, this matter comes on for disposition on application of the plaintiff, United States of America, for entry of Judgment on the Report of Commissioners filed herein on June 24, 1960, and the Court, after having examined the files in this action and being advised by counsel for the plaintiff, finds that:

II

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

III

This Judgment applies only to the estates taken in Tracts Nos. D-411-1, D-411-2, D-411E-1, D-411E-2, D-411E-3, D-411E-4 and D-411E-5, as such tracts and estates are described in the Complaints and Declarations of Taking filed herein.

IV

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, who are interested in the subject tracts.

V

The Acts of Congress set out in paragraph 2 of the Complaints filed herein give the United States of America the right, power, and authority to condemn for public use the subject tracts of land. Pursuant thereto, on July 2, 1959 as to Case No. 4728, March 1, 1960 as to Case No. 4869, and March 24, 1960, as to Case No. 4895, the United States of America filed its Declarations of Taking of such tracts of land, and title thereto should be vested in the United States of America.

VI

On the dates of filing of the respective Declarations of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of the subject tracts certain sums of money and certain portions of these deposits have been disbursed as set out in paragraph XIII below.

VII

The Report of Commissioners filed herein on June 24, 1960 is hereby accepted and adopted as a finding of fact. The amount of just compensation as to the subject tracts as fixed by the Commission and now adopted by the court is set out in Paragraph XIII below.

VIII

Certain deficiencies exist between the amounts deposited as estimated just compensation for subject tracts and the amounts fixed by the Commission and the court as just compensation, and the amount of such deficiencies should be deposited for the benefit of the landowners. These deficiencies are set out in Paragraph XIII below.

IX

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

X

A Stipulation for Exclusion of Property executed by landowner, Harry J. Tappe, Jr., and the United States of America, was filed herein on September 11, 1959. The landowner did not remove the improvements described in such stipulation on or before June 30, 1960, and such stipulation should be held of no force and effect.

XI

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 subject tracts, described in Paragraph III above, and such property, to the extent of the estate indicated and for the uses and purposes described in the Declaration of Taking filed herein, is CONDEMNED, and title thereto is vested in the United States of America, and all defendants herein and all other persons are forever barred from asserting any claim thereto.

XII

It Is Further ORDERED, ADJUDGED AND DECREED that the Stipulation for Exclusion of Property referred to in Paragraph X above is of no force and effect.

XIII

It Is Further ORDERED, ADJUDGED AND DECREED that the right to just compensation for the respective estates taken herein in subject tracts is vested in the defendants whose names appear below in this paragraph; the Report of Commissioners of June 24, 1960, is hereby confirmed and the sums therein fixed are adopted as just compensation for subject tracts as shown by the following schedule:

OWNERS:

Surface:

Harry J. Tappe and Rita J. Tappe own an undivided 1/2 interest in surface, plus improvements valued at \$2,103.41, subject to a mortgage in the amount of \$19,000.00 plus interest, held by Elizabeth [?] Ast.

J. G. Ast owns an undivided 1/2 interest in surface, subject to a mortgage in the amount of \$8,668.41, plus interest, held by Elizabeth [?] Ast.

Minerals:

The Commissioners of the Land office of the State of Oklahoma own an undivided 1/2 interest in the minerals under all of subject

tracts except 20.00 acres of Tract No. D-411E-3.
 (E¹/₂N¹/₄SE¹/₄, Section 10, Township 23N, Range 16E.)

Harry J. Tappe, Jr.
 Rita T. Tappe and
 J. G. Ast own the balance of the minerals
 under subject tracts.

AWARD OF JUST COMPENSATION, DEPOSITS AND DEFICIENCY:

Civil Action No. <u>4728</u> :	<u>Award</u>	<u>Deposit</u>	<u>Surplus</u>	<u>Deficiency</u>
Award of Just Compensation:	\$39,020.00			
Deposit of Estimated Compensation: - - - - -		-\$37,537.00		
Deficiency: - - - - -				-\$1,483.00
 Civil Action No. <u>4869</u> :				
Deposit of Estimated Compensation: - - - - -		-\$ 325.00		
Award of Just Compensation: \$ 286.00				
Surplus: - - - - -			\$39.00	
 Civil Action No. <u>4895</u> :				
Deposit of Estimated Compensation: - - - - -		-\$ 55.00		
Award of Just Compensation - \$ 41.50				
Surplus - - - - -			-\$13.50	
<hr/>			\$52.50	\$1,483.00
<u>Total Award for all subject tracts in all three civil Actions</u> - - - - -	\$39,347.50			
 <u>Less Total Deposit for all subject tracts in all three civil Actions:</u> - - - - -		-\$37,917.00		
<hr/>			Less Surplus \$ 52.50	
<u>Net Deposit Deficiency for all subject tracts in all three civil actions:</u>		\$ 1,430.50	Net Deficiency	\$1,430.50

DISTRIBUTION AND DISBURSAL OF AWARD:

Tappe Share of Award:

Total Award for Tappe Interest: - - - - -	-\$20,523.15
Disbursed Feb. 29, 1960, to Elizabeth	
(J.G. Ast on Tappe Mortgage: - - - - -	\$16,582.50
Disbursed Aug. 10, 1960 to Elizabeth	
(J.G. Ast on Tappe mortgage: - - - - -	\$ 1,887.40
Total Disbursed: - - - - -	-\$18,469.90
Balance due on Tappe interest: - - - - -	-\$ 2,053.25

J.G. Ast Share of Award:

Disbursed Feb. 29, 1960 to:	
Elizabeth (J.G. Ast on J.G. Ast	
mortgage: - - - - -	-\$8,899.57
J. G. Ast: - - - - -	9,762.93
Total disbursed: - - - - -	-\$18,662.50
Total award for J.G. Ast interest: - - - - -	\$18,419.75
Overpayment to J. G. Ast: - - - - -	-\$ 242.75

Commissioners of the Land Office Share of Award:

Total Award for Commissioners of the Land Office - - - -	\$ 404.60
Disbursed, Aug. 10, 1960 to Commissioners:	404.60

XIV

It Is Further ORDERED, ADJUDGED AND DECREED that the plaintiff, United States of America, shall deposit in the Registry of this court in Civil Action No. 4728 to the credit of Tracts Nos. D-411-1 and D-411-2, the net deposit deficiency for all of subject tracts in the amount of \$1,430.50, together with interest on the sum of \$1,483.00 at the rate of 6% per annum from July 2, 1959, until the date of deposit of such deficiency and interest.

The defendant, J. G. Ast, shall deposit forthwith in the Registry of this Court in Civil Action No. 4728 to the credit of Tracts Nos. D-411-1 and D-411-2, the overpayment to him, shown in paragraph XIII above, in the amount of \$242.75, and the last two paragraphs of the Order of Distribution filed herein on August 10, 1960, are hereby declared of no force and effect.

The Clerk shall transfer the \$325.00 deposit for Tract No. D-411-4 in Civil Action No. 4869 and the \$55.00 deposit for Tract No. D-411-5 in Civil Action No. 4895 to the deposit for Tracts Nos. D-411-1 and D-411-2 included in Civil Action No. 4728.

XV

After the deposits have been made by the Plaintiff and by J. G. Ast and after the Clerk has transferred the deposits, in compliance with paragraph XIV above, the Clerk then shall disburse all of the deposits on hand for subject tracts in Civil Action 4728 as follows:

To Elizabeth ^{Q.} Ast, the sum of ~~\$1,080.00~~ ^{\$639.57} plus interest at the rate of ~~10~~ ⁷ cents per day from August ~~12~~ ¹¹, 1960, until the date of disbursement;

To Harry J. Tappe and Rita T. Tappe the balance remaining in the deposits for subject tracts after such payment to Elizabeth ^{Q.} Ast.

Royce H. Savage
UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow
Hubert A. Marlow
First Assistant U. S. Attorney

St. A. ...
Attorney for Defendants

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

FILED ✓

LEONA BUCHANAN, Plaintiff,)
)
)
-Vs-)
)
)
THE GREYHOUND CORPORATION,)
a corporation, and E. F. WILSON, Defendants.)

JAN 20 1961

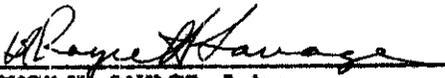
NOBLE C. HOWARD
Clerk, U. S. District Court

No. 5081 Civil

ORDER OF DISMISSAL WITHOUT PREJUDICE

This 20th day of January, 1961, plaintiff having paid attorney's fee and costs of the defendants incurred in this court as ordered January 13, 1961, upon oral motion of plaintiff it is the order of this court that the complaint of plaintiff is dismissed without prejudice to commencement of future action thereon.

IN WITNESS WHEREOF, I have set my hand and the seal of this court this day and year first above written.


ROYCE H. SAVAGE, Judge
United States District Court
Northern District of Oklahoma

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

FILED ✓

W. T. BUCHANAN,	Plaintiff,)
)
-Vs-)
)
THE GREYHOUND CORPORATION,)
a corporation, and E. F. WILSON,	Defendants.)

JAN 20 1961

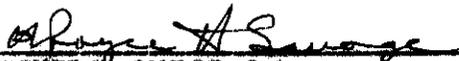
NOBLE C. HOOD
Clerk, U. S. District Court

No. 5090-Civil

ORDER OF DISMISSAL WITHOUT PREJUDICE

This 20 day of January, 1961, plaintiff having paid attorney's fee and costs of the defendants incurred in this court as ordered January 13, 1961, upon oral motion of plaintiff, it is the order of this court that the complaint of plaintiff is dismissed without prejudice to commencement of future action thereon.

IN WITNESS WHEREOF, I have set my hand and the seal of this court this day and year first above written.


 ROYCE H. SAVAGE, Judge
 United States District Court
 Northern District of Oklahoma

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JAN 26 1961
NOBLE C. HOOD
Clark, U. S. District Court

United States of America,)
)
Plaintiff,)
)
vs.)
)
1,299.58 Acres of Land, More or Less,)
Situatate in Rogers County, Oklahoma,)
and Valdo Ellison, et al, and Unknown)
Owners,)
)
Defendants.)

Civil Action No. 4645
Tracts Nos. B-231, B-231E,
C-309, C-309E,
E-527E and G-752

J U D G M E N T

1.

NOW, on this 26th day of Jan, 1961, this matter comes on for disposition on application of the plaintiff, United States of America, for entry of Judgment on the Report of Commissioners filed herein on December 14, 1960, and the Court after having examined the files in this action and being advised by counsel for the plaintiff finds that:

2.

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

3.

This Judgment applies only to the tracts enumerated in the caption above, as such tracts are described in the Complaint and Amendment thereto, filed herein.

4.

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, who are interested in subject tracts.

5.

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 subject tracts of land. Pursuant thereto, on February 26, 1959, the United States of America filed its Declaration of Taking of such tracts of land, and on October 20, 1960, filed an Amendment thereto, and title to such tracts should be vested in the United States of America.

6.

On the filing of the Declaration of Taking, and the Amendment thereto, there was deposited in the Registry of this Court as estimated compensation for the taking of the subject tracts certain sums of money and certain portions of these deposits have been disbursed as set out in Paragraph 13 below.

7.

The Report of Commissioners filed herein on December 14, 1960, is hereby accepted and adopted as a finding of fact as to all tracts covered by such report. The amount of just compensation as to the subject tracts as fixed by the Commission is set out in Paragraph 13 below.

8.

Certain deficiencies exist between the amounts deposited as estimated just compensation for subject tracts and the amount fixed by the Commission and the Court as just compensation, and a sum of money sufficient to cover such deficiencies should be deposited by the Government. These deficiencies are set out in Paragraph 13 below.

9.

The persons named in Paragraph 13 as owners of subject tracts are the only defendants asserting any interest in the estates condemned herein, all other defendants having either disclaimed or defaulted; the named defendants are the owners of the respective interests in such estates as designated and, as such, are entitled to distribution of just compensation therefor.

10.

A Stipulation for Exclusion of Property, executed by Valdo Ellison, Irene Ellison, and the United States of America, was filed herein on April 2, 1959, whereby certain improvements situated on Tracts Nos. B-231 and B-231E were excluded from the taking in this case and it was agreed that the award of compensation for such tracts would be reduced by the salvage value of such improvements and such stipulation should be approved.

11.

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 subject tracts, described in Schedule "A" attached to the Complaint filed herein, and such property (with the exception of the improvements excluded by

Paragraph 12), to the extent of the estate indicated and for the uses and purposes described in the Declaration of Taking as amended and filed herein, is CONDEMNED, and title thereto is vested in the United States of America, as of the date of the Declaration of Taking, and all defendants herein and all other persons are forever barred from asserting any claim thereto.

12.

It Is Further ORDERED, ADJUDGED AND DECREED that the Stipulation for Exclusion of Property referred to in Paragraph 10 is hereby confirmed and title to such improvements remains vested in the landowners.

13.

It Is Further ORDERED, ADJUDGED AND DECREED that the right to just compensation for the respective estates taken herein in subject tracts is vested in the defendants whose names appear below in this paragraph; the Report of Commissioners of December 14, 1960, is hereby confirmed and the sums therein fixed are adopted as just compensation for subject tracts as shown by the following schedule:

TRACTS NOS. B-231 AND B-231E

Owners:

Valdo Ellison
Irene Ellison
Vinita Production Credit Association (Mortgagee)

Award of Just Compensation:

Surface	\$8,000.00	
Minerals:		
Including all damage done to the mineral estate by virtue of the of the flowage easement imposed upon Tract No. B-231E	\$ 279.00	
Total Award	\$8,279.00	
Less Salvage Value of Improvements reserved	\$ 65.00	
Net Award of Just Compensation	\$8,214.00	\$8,214.00

Deposit of Estimated Compensation:

With original Declaration of Taking	\$6,050.00
With Amendment	121.89
Total Deposit	<u>\$6,171.89</u>

Deposit Deficiency	<u>\$2,042.11</u>	
Disbursed to Owners		<u>\$5,985.00</u>
Balance Due To Owners		<u>\$2,229.00</u>

TRACTS NOS. C-309 and C-309E

Owners:

Henry Brown and
Lena Brown own the surface estate less an undivided
1/2 interest in all coal and also own an undivided
1/2 interest in all oil, gas and other minerals.

Sentry Royalty Company owns an undivided 1/2 interest in all coal.

The Prospect Company owns an undivided 1/2 interest in all
oil, gas and other minerals.

Award of Just Compensation:

Surface	\$1,740.00	
Damage to oil, gas and other minerals caused by imposition of flowage easement on C-309E.	\$ 48.00	
Total Award	\$1,788.00	\$1,788.00
Deposit of estimated compensation	\$1,200.00	
Deposit Deficiency.	\$ 588.00	
Disbursed to Owners		\$1,200.00
Balance Due To Owners		\$ 588.00

TRACT NO. E-527E

Owners:

Catherine Butler
Mary Catherine Butler
Thomas Emmitt Butler
Paul James Butler
John Kieran Butler

Award of Just Compensation:

Surface	\$1,200.00	
Minerals.	\$ 500.00	
Total Award	\$1,700.00	\$1,700.00

Deposit of Estimated Compensation:

With Original Declaration of Taking.	\$850.00	
With Amendment.	\$160.00	
Total Deposit.	\$1,010.00	
Deposit Deficiency.	\$ 690.00	
Disbursed to Owners		\$ 850.00
Balance Due to Owners		\$ 850.00

TRACT NO. G-752

Owners:

Estate of Norma Chandler, Deceased. 1/3,
Estate of Mabel Bagby Brewer, Deceased. 1/3,
 (Alta Marie Taylor is executrix of her estate)
Harry E. Bagby. 1/3

Award of Just Compensation

For Surface Only.	\$2,250.00	\$2,250.00
Deposit of Estimated Compensation	<u>\$2,250.00</u>	
Disbursed to Owners		<u>None</u>
Balance Due to Owners		<u>\$2,250.00</u>

14.

It is further ORDERED, ADJUDGED AND DECREED, that the United States of America shall pay into the Registry of this Court for the benefit of the landowners the deposit deficiencies for the various tracts as shown in Paragraph 13, together with interest on such deficiencies at the rate of 6% per annum from February 26, 1959 until the date of deposit of such deficiency sums; and such sums shall be placed in the respective deposits for subject tracts in this Civil Action. Upon receipt of such sums, the Clerk of this Court shall disburse certain sums as follows:

1. From the deposit for Tracts Nos. B-231 and B-231E, the sum of \$2,229.00 plus accrued interest on the deposit deficiency, jointly to Valdo Ellison, Irene Ellison and Vinita Production Credit Association.
2. From the deposit for Tracts Nos. C-309 and C-309E,
 - A. To Henry Brown and Lena Brown jointly the sum of \$564.00, plus accrued interest thereon.
 - B. To The Prospect Company, the sum of \$ 24.00, plus accrued interest thereon.
3. From the deposit for Tract No. E-527E, jointly to Catherine Butler, Mary Catherine Butler and Catherine Butler, Guardian Ad Litem for ^{Thomas Annet Butler} Paul James Butler and John Kieran Butler, the sum of \$850.00 plus accrued interest on the deposit deficiency.
4. From the deposit for Tract No. G-752,
 - A. To Alta Marie Taylor, executrix of the estate of Mabel Bagby Brewer, deceased, the sum of \$750.00.
 - B. To Harry E. Bagby, the sum of \$750.00.

The 1/3 share of the award for Tract No. G-752, owned by the estate of Norma Chandler, deceased, shall not be disbursed until a legal determination of the heirs of such deceased person be made, and this Court retains jurisdiction of this matter for the purpose of entering an appropriate order of distribution.

15/ Royce H. Savage

UNITED STATES DISTRICT JUDGE

APPROVED:

15/ Hubert A. Marlow

HUBERT A. MARLOW
First Assistant U. S. Attorney

FILED

JAN 26 1961

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

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

MISSOURI PACIFIC RAILROAD COMPANY,

PLAINTIFF,

V.

Civil Action No. 4954

ELMAR TANK LINE CO.,

DEFENDANT,

ORDER OF DISMISSAL

On this 26 day of January, 1961, is presented stipulation executed by plaintiff and defendant, by their respective counsel of record, wherein they stipulate and agree that plaintiff's complaint herein be dismissed with prejudice and that defendant's counterclaim herein be dismissed with prejudice, and the Court, being well and sufficiently advised, finds that plaintiff's complaint and defendant's counterclaim should be so dismissed.

IT IS SO ORDERED.

Raymond H. Savage
Raymond H. Savage
United States District Judge

Approved:

Thomas Harper
Thomas Harper
Attorney for Plaintiff

Max G. Cohen
Max G. Cohen
Attorney for Defendant

IEU:lg
1/24/61

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

ALICE WATSON,

Plaintiff

vs.

CHANDLER-FRATES & REITZ, a partnership
composed of G. A. CHANDLER, LEONARD A.
REITZ and PAUL E. REITZ d/b/a CHANDLER-
FRATES & REITZ; L. L. MENDLEY, Agent;
GLOBE & REPUBLIC INSURANCE COMPANY OF
AMERICA, a New York Corporation,

Defendants

Civil Action
No. 5001

FILED

JAN 26 1961

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

JUDGMENT

There came on for trial before the undersigned United States District Judge for the Northern District of Oklahoma the above styled and numbered action on the 19th day of January 1961, a trial by jury having been previously waived by the parties; plaintiff appearing in person and by her attorney, Joseph LeDonne, Jr., and the defendant, Globe & Republic Insurance Company of America, appearing by its attorney, Irvine E. Ungerman, and all parties having announced ready for trial the Court proceeded to hear the testimony of witnesses sworn and examined in open Court on behalf of the plaintiff and on behalf of the defendant, and both sides having rested their cause the Court makes the following findings with respect thereto:

I -

That heretofore and on the 18th day of April 195, at Tulsa County, Oklahoma, the plaintiff, Alice Watson, procured the issuance of a policy of insurance from Globe & Republic Insurance Company numbered 3911465 and that said policy of insurance was in full force and effect on the 8th day of February 1960, when a loss occurred to the premises insured under said policy of insurance, located at 6216 and 6218 West 60th Street in Oakhurst, Oklahoma. That at the time of sustaining of said loss the policy of insurance was in the amount of \$5,000.00 covering the personalty and in the amount of \$15,000.00 covering the realty.

II

That on the said 8th day of February 1960, plaintiff sustained a loss in the nature of damages to the realty in the amount of \$3,121.21.

LAW OFFICES
UNGERMAN,
GRABEL,
UNGERMAN,
LEITER &
UNRUH
SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

III

That previous to the sustaining of the said loss the plaintiff had entered into a contract of sale of the real and personal property with parties known as J. R. Lewis and Ola R. Lewis and on the 15th day of September 1959, the said J. R. Lewis and Ola R. Lewis took possession of the said fixtures and equipment located in said store building and the said merchandise consisting of a stock of groceries and began the operation of the said store as their store and at the time of the loss the said J. R. Lewis and Ola R. Lewis were in the possession of the said personalty.

IV

That at the time of sustaining the said loss the said J. R. Lewis and Ola R. Lewis had insured the said personalty with their own policy of insurance No. 39-11819, issued by the Globe & Republic Insurance Company of America on the 10th day of December 1959, in the total amount of \$10,000.00.

V

That at the time of the sustaining of the said loss the plaintiff herein, Alice Watson, had been duly appointed Administratrix of the estate of Jim Charley Watson, deceased, and in the inventory on file in the County Court of Tulsa County, Oklahoma, under case No. 33195, the assets of the said store consisting of the personalty was shown to be assets of the estate. That the said administration proceedings reveal that at the time of the death of the deceased, Jim Charley Watson, he left surviving him as his heirs at law, the plaintiff as his surviving widow, his daughter, Anna Jo Watson, and a son, Charles Hubert Eugene Watson, who each will inherit a one-third interest in the said personalty.

VI

That at the time of the sustaining of the said loss the title to the real property covered by said insurance was in the name of the plaintiff, Alice Watson.

VII

That at the time of the sustaining of the said loss J. R. Lewis and Ola R. Lewis had some equitable interest in and to the assets damaged by the said fire.

The Court finds as conclusions of law, the following:

I

That the plaintiff, Alice Watson, by virtue of her exclusive ownership of the real property covered by the policy of insurance sued upon is entitled to recover the agreed amount of the damages sustained to said real property as a result of the fire loss, in the amount of \$3,121.21.

II

That the plaintiff should be denied any recovery for the alleged damages done to the personalty consisting of a stock of goods, wares, merchandise, fixtures and equipment by virtue of the fact that the plaintiff was not the sole owner of the said assets damaged by said fire at the time of the happening of the said loss.

III

That by virtue of the fact that the plaintiff has failed, refused and neglected to accept the tender of the sum of \$115.46 made by the defendant, Globe & Republic Insurance Company of America, on the 15th day of December 1960, that the same should be ordered returned to the said defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THIS COURT that the plaintiff have and recover a judgment against the defendant, Globe & Republic Insurance Company of America, a New York Corporation, in the amount of \$3,121.21 together with all the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THIS COURT that Noble C. Hood, Clerk of the United States District Court for the Northern District of Oklahoma, cause to be immediately returned to the Globe & Republic Insurance Company of America, a New York Corporation, the sum of \$115.46 heretofore tendered into this Court for the use and benefit of the plaintiff herein on the 15th day of December 1960.

15/ Royce H. Savage
United States District Judge

APPROVED AS TO FORM:

Jay R. Brown, Jr.
Attorney for plaintiff

Wm. E. Hargis
Attorney for defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 5063

Jim Proctor,

Defendant.

FILED ✓

JAN 26 1961
AUG

J U D G M E N T

On this 26 day of January 1961, the above entitled action coming on for hearing, plaintiff appearing by James L. Burton, Assistant United States Attorney for the Northern District of Oklahoma, and the defendant appearing not, and the Court having heard the evidence of plaintiff and having examined the file finds that the defendant, Jim Proctor, was duly served with summons herein more than twenty (20) days prior to this date and having failed to appear or answer should be and is adjudged in default.

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

The Court further finds that the Cherokee Tribe of Indians is the owner of the following-described lands:

House and garden spot located in the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 9, Township 21 North, Range 22 East, Delaware County, Oklahoma,

and that the defendant, Jim Proctor, took possession of this property pursuant to a revocable permit, dated August 12, 1959, and to commence on August 15, 1959, and that the defendant, Jim Proctor, has failed, neglected, and refused to pay the rental for the use and occupancy of this property as provided in the permit.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that defendant, Jim Proctor, his agents, assigns, and all persons claiming under him are dispossessed, restrained, and permanently enjoined from interfering with the possession, management, and use of this property by the

Secretary of the Interior and his duly authorized agent, the Area Director of the Bureau of Indian Affairs, Muskogee Area Office, Muskogee, Oklahoma, and that the plaintiff, United States of America, have judgment against the defendant, Jim Proctor, in the amount of \$162.50 for failure to pay rentals under the revocable permit with interest at the rate of six per cent (6%) per annum from November 1, 1960, until paid, and for all costs of this action.

1 s/ Royce H. Sawyer
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 5077

Sam Staller,

Defendant.

FILED

JAN 27 1961

NOTED
CLERK
Dist. No. 1
HWA

J U D G M E N T

On this 26 day of January 1961, the above entitled action coming on for hearing, plaintiff appearing by James L. Burton, Assistant United States Attorney for the Northern District of Oklahoma, and the defendant appearing not, and the Court having heard the evidence of plaintiff and having examined the file finds that the defendant, Sam Staller, was duly served with summons herein more than twenty (20) days prior to this date and having failed to appear or answer should be and is adjudged in default.

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

The Court further finds that the Cherokee Tribe of Indians is the owner of the following-described lands:

House and garden spot located in the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 9, Township 21 North, Range 22 East, Delaware County, Oklahoma,

and that the defendant, Sam Staller, took possession of this property pursuant to a revocable permit, dated December 11, 1957, and to commence on January 1, 1958, and that the defendant, Sam Staller, has failed, neglected, and refused to pay the rental for the use and occupancy of this property as provided in the permit.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that defendant, Sam Staller, his agents, assigns, and all persons claiming under him are dispossessed, restrained, and permanently enjoined from interfering with the possession, management, and use of this property by the Secretary of the Interior and his duly authorized agent, the Area Director of the Bureau of Indian Affairs, Muskogee Area Office, Muskogee, Oklahoma, and that the

plaintiff, United States of America, have judgment against the defendant, Sam Staller, in the amount of \$352.50 for failure to pay rentals under the revocable permit with interest at the rate of six per cent (6%) per annum from October 1, 1960, until paid, and for all costs of this action.

15 *Roger H. Savage*
United States District Judge

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

COMMERCIAL INSURANCE COMPANY,
THE HOME INSURANCE COMPANY,
MOTORS INSURANCE CORPORATION,
STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Plaintiffs,

-vs-

RAY B. DINGMAN and EVERETT S.
COLLINS, co-partners doing
business under the firm name
and style of Industrial Spray
Painting Company,

Defendants.

Civil Action
No. 4492

FILED

JAN 27 1961

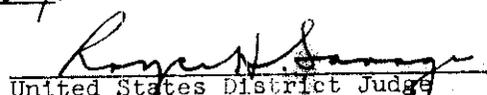
NOBLE C. HOOD
Clerk, U. S. District Court

ORDER DISMISSING ACTION

This cause came on to be heard on plaintiffs' motion for a voluntary dismissal of said cause with prejudice, and after due deliberation it is

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

DATED January 27, 1961.


United States District Judge

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

FILED

JAN 30 1961

THOMAS G. MARSH, as Trustee in	)	NOBLE C. HOOD
Bankruptcy of BILLY CARL ABERCROMBIE,	)	Clerk, U. S. District Court
Bankrupt,)	
)	
Plaintiff,	)	Civil Action
)	
-vs-	)	File No. 5083
)	
GENERAL MOTORS ACCEPTANCE CORPORATION,)	
)	
Defendant.)	

ORDER OF DISMISSAL ON MOTION OF PLAINTIFF

On this 30th day of January, 1961, comes the said plaintiff by his attorney, William K. Powers and upon advice of counsel for the plaintiff, it appearing to the Court that the above captioned cause has been compromised or settled pursuant to a stipulation heretofore approved and filed in this cause and thereupon, on motion, it is ordered by the Court that this cause be and the same is hereby dismissed at the cost of plaintiff with prejudice to a right to bring a new action in this behalf.

18 Royce W. Savage

JUDGE OF THE UNITED STATES
DISTRICT COURT.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Libelant,

v.

CIVIL ACTION NO. 5094

21 Gross Cartons, More or Less, each
containing 12 packaged articles label-
ed in part: (package) "One doz. Pea-
cock Redi-Wet Rubbers in Foil . . .
Dean Mfg Co., North Kansas City,
Missouri . . . an aid in preventing
Venereal Disease." . . . ,

Respondent.

FILED ✓

JAN 30 1961

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

PARTIAL DECREE OF CONDEMNATION

On December 29, 1960, a Libel of Information against the above describ-
ed article was filed in this court on behalf of the United States of America
by the United States Attorney for this district. The libel alleges that the
article proceeded against was shipped in interstate commerce and was adulter-
ated and misbranded when introduced into and while in interstate commerce
within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. Sec-
tions 351(c) and 352(a). Pursuant to Motion issued by this court, the
United States Marshal for this district seized part of said article on Decem-
ber 31, 1960, which is in possession of C. J. Shipley, 4908 Columbia Avenue,
Tulsa, Oklahoma, who alleges he is the owner of the article and consents that
a decree as prayed for in the libel be entered condemning eight (8) Gross
Cartons, more or less, each containing twelve (12) packaged articles, labeled
in part, (packages) "One Doz. Peacock Redi-Wet Rubbers in Foil . . . Dean Mfg.
Co., North Kansas City, Missouri . . . an aid in preventing Venereal Disease."
... The court being fully advised in the premises, it is on motion of the
parties hereto,

ORDERED, ADJUDGED AND DECREED that said article under seizure is adul-
terated in violation of 21 U.S.C. 351(c) and is misbranded in violation of
21 U.S.C. 352(a), and is therefore condemned pursuant to 21 U.S.C. 334(a),
and that the United States Marshal in and for the Northern District of Okla-
homa do forthwith destroy the same and make return of his action to this
court.

DATED this 30th day of January, 1961.

Approved as to form:

C. J. Shipley

Noble C. Hood
U. S. DISTRICT CLERK

FILED

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

JAN 31 1961

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

TEX-GAS, INC., an
Oklahoma corporation,

Plaintiff,

vs.

TEXAS NATURAL GASOLINE CORPORATION,
a Delaware corporation,

Defendant.

CIVIL ACTION NO. 4686

ORDER OF DISMISSAL

Pursuant to stipulation of the parties it is ordered
that plaintiff's cause of action herein be and the same is
hereby dismissed with prejudice.

Noble C. Hood

CLERK OF THE UNITED STATES DISTRICT
By *Maymie Garrison, Deputy* COURT

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

ALLSTATE INSURANCE COMPANY,
a corporation,

Plaintiff,

-vs-

OHIO CASUALTY INSURANCE COMPANY,
a corporation, WEST AMERICAN INSURANCE
COMPANY, a corporation, RAY HARTGRAVE,
JAMES MAERS, RONALD MAHEIN, VICTOR
HOLLMAN, JOHN GOSB, LINDA KENNEDY,
ROY BOTTOMS, DANNE RAYLEY, WILLIAM
FENDER, MISS J. HARRISON, GEORGE BRANDT,
JOHN FENDER and LAWRENCE BLEVINS,

Defendants.

No. 4995

FILED ✓

FEB 1 1967

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

DECREE

Judgment is hereby entered for the plaintiff and against the
defendant West American Insurance Company in conformity with the findings
of fact and conclusions of law filed herein on this date.

That in conformity with the findings of fact and conclusions
of law as aforesaid, it is adjudged and decreed that the defendant West American
Insurance Company is obligated to pay on behalf of John Fender all sums which
he shall be legally obligated to pay as damages resulting from an automobile
collision occurring on May 13, 1966, near Skyline Park, south and west of
Jenks, Oklahoma, between a Mercury automobile belonging to Lawrence Blevins
which John Fender was driving and an automobile being driven by Ray Hartgraves,
and pay up to the limits of policy 0A5036240 of \$10,000.00 for any one person
with a total of \$20,000.00 for the occurrence for bodily injury and not to exceed
\$5,000.00 for property damage in said occurrence. And West American Insurance
Company is further obligated to defend John Fender against all claims asserted
against him arising out of said automobile collision.

That the plaintiff Allstate Insurance Company shall pay all sums in excess of the policy of the West American Insurance Company up to the limits of Allstate's policy #36-712-094 of \$5,000.00 for any one person with a total of \$10,000.00 for the occurrence and property damage in excess of the West American Insurance Company's policy but not to exceed the \$5,000.00 limit of Allstate Insurance Company's policy.

Dated this 1st day of February, 1961.

181 Royce H. Savage
Judge

APPROVED AS TO FORM:

COVINGTON & GIBSON

By R/ Richard D. Gibson
Richard D. Gibson, Attorney for
Plaintiff, Allstate Insurance Company

SANDERS & McKELROY

By D/ David H. Sanders
Attorneys for Defendant, West
American Insurance Company

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

United States of America, Plaintiff,	)	Civil Action No. 4726
--vs--	)	Tracts Nos. P-1656,
	)	P-1656E-1, and P-1656E-2
	)	(surface estate only)
2, 551, 48 Acres of Land, more or Less, Situate in Nowata and Rogers Counties, Oklahoma, and W. F. Graham, et al, and unknown others and owners, Defendants.)	
<hr/>		
United States of America, Plaintiff,	)	Civil Action No. 4922
--vs--	)	Tracts Nos. P-1656E-3,
	)	P-1656E-4, and P-1656E-5.
	)	(surface estate only)
109. 05 acres of Land, more or less, Situate in Nowata County, Oklahoma, and Charles F. Russell, et al, and Unknown Owners, Defendants.)	

FILED

FEB 2 1961

AMENDED JUDGMENT

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

THIS CAUSE came on for trial the 30th day of June, 1960, the Court made its findings and entered its judgment herein.

However, it subsequently having been shown to this Court that the balance due to owners, as set out in paragraph numbered ten (10) of the journal entry of judgment, was capable of division between the two claimants entitled thereto, the Court finds that Paragraphs Ten (10) and Eleven (11) of the said journal entry of judgment should be amended, and the same hereby are, to read and speak as follows:

10.

It is Further ORDERED, ADJUDGED AND DECREED, that on the date of the taking, the owners of the estates condemned herein in the subject tracts were the defendants whose names appear in the schedule below; the right to just compensation for the estates taken in these tracts is vested in the parties so named; and the sum of \$18,000.00 is hereby adopted as the award of just compensation for the estates herein taken in subject tracts as set out in the following schedule, to-wit:

TRACTS NOS. P-1656, P-1656E-1, P-1656E-2,
P-1656E-3, P-1656E-4 and P-1656E-5
(Surface estate only)

Owners:

Harry W. Kester

The Mutual Life Insurance Company of New York (Mortgagee)

Award of Just Compensation
for Surface Estate only Condemned. . . . \$18,000.00 . . . \$18,000.00

Deposited as Estimated Compensation
for Surface Estate

Civil Action No. 4726. . \$14,300.00

Transferred to Civil
Action No. 4726 from
Civil Action No. 4922. . \$ 575.00

Total. \$14,875.00

Deposit Deficiency. 3,125.00

Disbursed to Harry W. Kester. \$10,000.00

BALANCE DUE TO OWNERS

Balance due to the Mutual Life Insurance Company of New York, Mortgagee:

Mortgage Principal. . . \$4,650.00
Interest due and
unpaid through
February 10, 1961. . . . \$ 70.21

Total due Mortgagee. \$4,720.21

Balance Due to Harry W. Kester. \$3,279.79

Total Balance due to owners. \$8,000.00

ii.

It is Further ORDERED, ADJUDGED AND DECREED that the United States of America, shall pay into the Registry of this Court for the benefit of the named owners the deficiency amount of \$3,125.00, together with interest thereon at the rate of 6% per annum from June 30, 1959, until the date of deposit of such deficiency amount together with interest, and such sum shall be placed in the deposit for the subject tracts in Civil Action No. 4726. Upon receiving this sum the Clerk of this Court shall distribute from the deposit for subject tracts in Civil Action 4726 the sum of \$8,000.00 plus the above interest to the deposit deficiency in the amounts and to the parties as follows, viz:

The Mutual Life Insurance Company of New York,
Mortgagee. \$4,720.21

Harry W. Kester.....\$3,279.79

and the interest on the deposit deficiency shall likewise be paid to said

Harry W. Kester and be in addition to the aforesaid \$3,279.00.

W. Royce Savage
UNITED STATES DISTRICT JUDGE

ACKNOWLEDGE AND APPROVED
AS TO FORM:

Hubert A. Marlow
Hubert A. Marlow
First Assistant U. S. Attorney

Warren Watkins
WARREN WATKINS, ATTORNEY
FOR DEFENDANT HARRY W. KESTER

John W. Warren
JOHN W. WARREN, ATTORNEY
FOR ALBRIGHT TITLE AND TRUST
COMPANY, SERVICING AGENT FOR
THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK, MORTGAGEE.

UNITED STATES DISTRICT COURT FOR THE
NORTH-ERN DISTRICT OF OKLAHOMA

United States of America,
Plaintiff,

vs.

374.10 Acres of Land, More or Less,
Situat e in Rogers and Nowata Counties,
Oklahoma, and Garland G. Boyd, et al,
and Unknown Owners,

Defendants.

Civil Action No. 4702

Tract No. G-716

FILED

FEB 6 1961

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

United States of America,
Plaintiff,

vs.

2,551.48 Acres of Land, More or Less,
Situat e in Nowata and Rogers Counties,
Oklahoma, and W. F. Graham, et al, and
Unknown Owners,

Defendants.

Civil Action No. 4726

Tracts Nos. J-1003-1,
J-1003-2, J-1003E-1,
J-1003E-2, J-1003E-3,
and J-1010

J U D G M E N T

1.

NOW on this 6th day of February, 1961, this matter
comes on for disposition on application of the plaintiff, United States of
America, for entry of Judgment on a stipulation agreeing upon just compensa-
tion, and the Court, after having examined the files in this action and being
advised by counsel for plaintiff finds:

2.

This Judgment applies only to the estates condemned in Tracts
Nos. G-716, J-1003-1, J-1003-2, J-1003E-1, J-1003E-2, J-1003E-3 and J-1010,
as such estates and tracts are described in the Declarations of Taking filed
in Civil Actions Nos. 4702 and 4726.

3.

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

4.

Service of Process has been perfected either personally or by
publication notice as provided by Rule 71 A of the Federal Rules of Civil
Procedure on all parties defendant in this cause who are interested in
the subject tracts.

5.

The Acts of Congress set out in Paragraph 2 of the Complaints herein give the United States of America the right, power and authority to condemn for public use the estates described in Paragraph 2 herein. Pursuant thereto, on June 8, 1959, as to Civil Action No. 4702 and on June 30, 1959, as to Civil Action No. 4726, the United States of America has filed its Declarations of Taking of such described property, and on August 19, 1960, has filed an Amendment to the Declaration of Taking in Civil Action No. 4726, and title to the described estates in such property should be vested in the United States of America as of the dates of the respective Declarations of Taking.

6.

On the filing of the respective Declarations of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of certain estates in the subject tracts, certain sums of money, and certain portions of these deposits have been disbursed as set out in Paragraph 12 below.

7.

On the dates of taking in these actions, the owners of the estates taken in the subject tracts were the persons whose names are shown in Paragraph 12 below. Such named defendants are the only persons asserting any interest in the estates taken in such tracts, all other persons having either disclaimed or defaulted, and such named defendants are entitled to receive the just compensation for the estates taken in these tracts.

8.

The owners of the subject tracts and the United States of America have executed and filed herein a Stipulation As To Just Compensation, wherein they have agreed that just compensation for the estates condemned in subject tracts is in the total sum of \$115,570.00, inclusive of interest, provided that title to all improvements situated on subject tracts should remain vested in such landowners and that such improvements should be removed from the premises by June 30, 1961, and such Stipulation should be approved.

9.

A deficiency exists between the amounts deposited as estimated compensation for subject tracts and the amount fixed by the Stipulation As To Just Compensation, and the amount of such deficiency should be deposited for the benefit of the landowners. Such deficiency is set out in Paragraph 12 below.

2

13.

It Is Further ORDERED, ADJUDGED AND DECREED that the United States of America shall deposit in the Registry of this Court in Civil Action No. 4726, to the credit of Tracts Nos. J-1003-1 and J-1003-2, the total deposit deficiency in the sum of \$15,160.00. Upon deposit of this sum the Clerk of the Court shall disburse from the total sum on deposit for all of subject tracts included in Civil Action No. 4726, to Garland G. Boyd and Leona E. Boyd, the sum of \$18,000.00.

151 Roger W. Savage
UNITED STATES DISTRICT JUDGE

APPROVED:

151 Hubert A. Marlow
HUBERT A. MARLOW
First Assistant U. S. Attorney

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FEB 7 1961

United States of America,

Plaintiff,

vs.

1,299.58 Acres of Land, More or Less,
Situat e in Rogers County, Oklahoma,
and Valdo Ellison, et al, and Unknown
Owners,

Defendants.

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

Civil Action No. 4645

Tracts Nos. C-324E-1, C-324E-2,
C-324E-3, E-522,
E-522E-1 and
E-522E-2

J U D G M E N T

1.

On December 7, 1960, this cause, as to the captioned tracts, came on for trial, and the parties having waived a jury, the case was tried to the Court, before the Honorable Royce H. Savage, Judge of the United States District Court for the Northern District of Oklahoma. The plaintiff, United States of America, appeared by Hubert A. Marlow, Assistant United States Attorney, for the Northern District of Oklahoma. The defendants, appeared by their attorney, Warren Watkins. After hearing the evidence and being fully advised in the premises, the Court finds:

2.

The Court has jurisdiction of the parties and the subject matter of this action. This Judgment applies only to the estates condemned in Tracts Nos. C-324E-1, C-324E-2, C-324E-3, E-522, E-522E-1, and E-522E-2, as such tracts and estates are described in the Complaint filed herein.

3.

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 who are interested in the subject tracts.

4.

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 subject tracts, as such tracts are particularly described in such Complaint. Pursuant thereto, on February 26, 1959, the United States of America filed its Declaration of Taking of certain estates in such described land, and title thereto should be vested in the United States of America, as of the date of filing such instrument.

5.

Simultaneously with the filing of the Declaration of Taking herein, there was deposited in the Registry of this Court, as estimated compensation for the taking of the subject tracts, certain sums of money, a portion of which has been disbursed as shown in Paragraph 10.

6.

Just compensation for the estates condemned herein in Tracts Nos. C-324E-1, C-324E-2 and C-324E-3 combined is \$3,805.00. Just compensation for the estates condemned herein in Tracts Nos. E-522, E-522E-1 and E-522E-2 combined is \$2,800.00.

7.

Deficiencies exist between the amounts deposited as estimated compensation and the amounts fixed herein as the awards of just compensation for subject tracts, and a sum of money sufficient to cover such deficiencies should be deposited by the Government. Such deficiencies are set out in Paragraph 10 below.

8.

The defendants named in Paragraph 10 as owners of subject tracts are the only defendants asserting any interest in the estates condemned in the subject tracts, all other defendants having either disclaimed or defaulted; the named defendants are the owners of such estates, as of the date of taking, and as such, are entitled to distribution of the respective awards of just compensation.

9.

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 tracts enumerated in Paragraph 2, as such tracts are described in the Complaint filed herein, and such tracts, to the extent of the estates described and for the uses and purposes indicated in such Complaint, are condemned and title thereto is vested in the United State of America, as of February 26, 1959, and all defendants herein and all other persons interested in the described estates in such tracts are forever barred from asserting any claim thereto.

10.

It Is Further ORDERED, ADJUDGED AND DECREED, that on the date of taking, the owners of the estates condemned herein in the subject tracts were

the defendants whose names appear in the schedule below; the right to just compensation for the estates taken in these tracts is vested in the parties so named, as their respective interests appear therein; and the sums hereby adopted as the awards of just compensation for the estates herein taken in subject tracts are the sums following the designation "Award of Just Compensation" in the schedule as follows, to-wit:

TRACTS NOS. C-324E-1, C-324E-2 and C-324E-3

Owner: Hensal Payne

Award of Just Compensation:	\$3,805.00	\$3,805.00
Deposited as Estimated Compensation:	<u>\$1,875.00</u>	
Deposit Deficiency:	<u>\$1,930.00</u>	
Disbursed to Owner:		<u>\$1,875.00</u>
Balance Due to Owner:		<u>\$1,930.00</u>

TRACTS NOS. E-522, E-522E-1 and E-522E-2

Owners:

Ivoy G. Byrd 1/3
 Blance M. Jenkins 1/3
 W. N. Graham 1/3

Award of Just Compensation:	\$2,800.00	\$2,800.00
Deposited as Estimated Compensation:	<u>\$2,600.00</u>	
Deposit Deficiency:	<u>\$ 200.00</u>	
Disbursed to Owners:		<u>\$2,600.00</u>
Balance Due to Owners:		<u>\$ 200.00</u>

11.

It Is Further ORDERED, ADJUDGED AND DECREED that the United States of America, shall pay into the Registry of this Court for the benefit of the named owners the deficiency amounts shown in Paragraph 10, together with interest thereon at the rate of 6% per annum from February 26, 1959, until the date of deposit of such deficiency amounts, and such sums shall be placed in the respective deposits for the subject tracts in this Civil Action. Upon receiving this sum the Clerk of this Court shall make distribution thereof as follows:

From the deposit for Tracts Nos. C-324E-1, C-324E-2, and C-324E-3, the sum of \$1,930.00 plus all accrued interest on the deposit deficiency for these tracts, to Hensal Payne.

From the deposit for Tracts Nos. E-522, E-522E-1 and

E-522E-2:

To Ivoy G. Byrd the sum of \$66.66 plus 1/3 of the accrued interest on the deposit deficiency for these tracts.

To Blanche M. Jenkins the sum of \$66.67 plus 1/3 of the accrued interest on the deposit deficiency for these tracts.

To W. N. Graham the sum of \$66.67 plus 1/3 of the accrued interest on the deposit deficiency for these tracts.

Lois Kaye H. Sewage
UNITED STATES DISTRICT JUDGE

APPROVED:

Robert A. Marlow
ROBERT A. MARLOW
First Assistant U. S. Attorney

judgment of and against the defendants, Progress Construction Company and Frank Podpechan and the defendants, Standard Industries, Inc. and Consolidated Subsidiary's attorneys, Dyer Powers & Gotcher, by Deryl L. Gotcher and the defendants, Progress Construction Company and Frank Podpechan's attorney, Warren Watkins, agreed that a judgment should be rendered in favor of Standard Industries, Inc. and Consolidated Subsidiary against Progress Construction Company and Frank Podpechan in the amount actually paid to the plaintiff, State of Missouri for the use and benefit of Butler-Sparks Equipment Co. by Standard Industries, Inc. and Consolidated Subsidiary and the parties agreeing that the amount so paid was \$15,860.60;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the defendant, Standard Industries, Inc. and Consolidated Subsidiary have and recover judgment of and from the defendants, Progress Construction Company and Frank Podpechan, in the amount of \$15,860.60. For all of which let execution issue.

1-9 Royce H. Savage
JUDGE

OKAY AS TO FORM:

DYER, POWERS & GOTCHER

By Deryl L. Gotcher
Attorneys for Standard Industries,
Inc. and Consolidated Subsidiary
and United States Fidelity and
Guaranty Company.

18 Warren Watkins
Warren Watkins, Attorney for Defendants,
Progress Construction Company and Frank
Podpechan.

FILED

FEB 10 1961

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

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

LORENZ DIERL,

Plaintiff,

v.

Civil No. 4800

PHILIPS PETROLEUM COMPANY,

Defendant.

ORDER CLARIFYING AND AMENDING THE JUDGMENT HEREIN

Upon hearing the motion of defendant to clarify, correct, supplement or otherwise relieve against the judgment entered herein on October 5, 1960, the Court finds:

1. This case was tried with the understanding and agreement between the Court and the counsel for the plaintiff and defendant that the case would be submitted to the jury for a determination and award of the total damages sustained by plaintiff for and on account of defendant's oil operations on the land of plaintiff involved in this action during the period from July 1, 1956, to April 1, 1960, without any consideration or deduction by the jury of the well location fees of \$150.00 per well deposited by the defendant to the credit of the plaintiff with the Sauge Indian Agency on account of wells drilled during said period, but that the amount so deposited would be applied as a credit against any judgment that might be entered herein.

2. Under the evidence and the Court's instructions to the jury, the verdict and judgment herein was for the total amount of plaintiff's damages resulting from defendant's oil operations during the period from July 1, 1956, to April 1, 1960, including the drilling and operation of the wells drilled during such period, without any deduction for the amount of the well location fees.

3. Plaintiff is not entitled to recover and be paid both the total amount of her damages as evidenced by the verdict and judgment herein and also the amount of the aforesaid well location fees.

4. Although plaintiff, prior to the judgment herein, refused to accept payment of the well location fees and instead claimed her right to recover for the full amount of her damages, after entry of the judgment plaintiff is claiming both the well location fees and the right to collect the total amount of the judgment.

5. The defendant on November 23, 1960, offered to pay and tendered to plaintiff the amount of the judgment less credit for the well location fees, or, in the alternative, offered to pay and tendered to plaintiff the amount of the judgment on condition that the plaintiff waive any claim to the well location fees, which offers and tenders were refused by plaintiff.

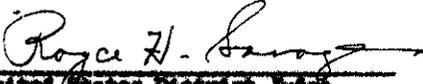
6. Under the circumstances and by reason of the understanding and agreement between the Court and counsel for the plaintiff and the defendant, the well location fees in the sum of \$4,800.00 deposited by the defendant to the credit of plaintiff with the Ogea Indian Agency and which are now being claimed by plaintiff should be treated and considered as a credit upon and a partial satisfaction of the judgment herein and that plaintiff's further recovery under said judgment should be limited to the amount of the judgment less said credit, or a net balance of \$8,200.00, together with interest on said balance at the rate of six per cent (6%) per annum from the date of the judgment to November 23, 1960, the date on which defendant offered to pay and tendered to plaintiff the amount of the judgment less said credit.

7. The Court, under Rule 60(b) of the Rules of Civil Procedure and under its inherent power over the judgments and processes of the Court, has the power and authority and it is its duty to clarify and amend the judgment herein in a manner and to the extent necessary to give effect to the understanding and agreement of the Court and counsel and grant relief to the defendant against the injustice and inequity that would result if plaintiff is permitted to enforce payment of the full amount of the judgment and at the same time make claim to the well location fees.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the judgment herein dated October 5, 1960, be and the same is hereby clarified and

amended to show that the amount thereof, namely, \$13,000.00, is for the total amount of plaintiff's damages and recovery for an account of defendant's oil operations on the land of plaintiff involved in this action for the period from July 1, 1956, to April 1, 1960, including full recovery for the drilling and operation of all wells drilled thereon during such period; that plaintiff is not entitled to recover and be paid both the amount of the judgment and the well location fees deposited to plaintiff's credit with the Osage Indian Agency on account of the drilling of said wells; that the amount of said well location fees, amounting to \$4,800.00, shall be considered and treated as a credit upon and partial satisfaction of said judgment; that the credit of the amount of the well location fees upon the judgment shall be a monetary credit only and shall not be treated or considered as the acceptance by the plaintiff of the well location fees as such; and that the amount of plaintiff's recovery at this time shall be limited to the amount of said judgment less said credit, or a balance of \$8,200.00, together with interest on said balance at the rate of six per cent (6%) per annum from the date of the judgment to November 25, 1960, the date on which defendant offered to pay and tendered to plaintiff the amount of said judgment less said credit.

Dated this 10th day of February, 1961.


United States District Judge

OK as to Form:

Attorney for Plaintiff


Attorney for Defendant

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

FILED

FEB 10 1961

LAMMENCE J. DEHRL,

Plaintiff,

v.

PHILLIPS PETROLEUM COMPANY,

Defendant.

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

Civil No. 4801

ORDER CLARIFYING AND AMENDING THE JUDGMENT HERIN

Upon hearing the motion of defendant to clarify, correct, supplement or otherwise relieve against the judgment entered herein on October 5, 1960, the Court finds:

1. This case was tried with the understanding and agreement between the Court and the counsel for the plaintiff and defendant that the case would be submitted to the jury for a determination and award of the total damages sustained by plaintiff for and on account of defendant's oil operations on the land of plaintiff involved in this action during the period from July 1, 1956, to April 1, 1960, without any consideration or deduction by the jury of the well location fees of \$150.00 per well deposited by the defendant to the credit of the plaintiff with the Gage Indian Agency on account of wells drilled during said period, but that the amount so deposited would be applied as a credit against any judgment that might be entered herein.

2. Under the evidence and the Court's instructions to the jury, the verdict and judgment herein was for the total amount of plaintiff's damages resulting from defendant's oil operations during the period from July 1, 1956, to April 1, 1960, including the drilling and operation of the wells drilled during such period, without any deduction for the amount of the well location fees.

3. Plaintiff is not entitled to recover and be paid both the total amount of his damages as evidenced by the verdict and judgment herein and also the amount of the aforesaid well location fees.

4. Although plaintiff, prior to the judgment herein, refused to accept payment of the wall location fees and instead claimed his right to recover for the full amount of his damages, after entry of the judgment plaintiff is claiming both the wall location fees and the right to collect the total amount of the judgment.

5. The defendant on November 28, 1960, offered to pay and tendered to plaintiff the amount of the judgment less credit for the wall location fees, or, in the alternative, offered to pay and tendered to plaintiff the amount of the judgment on condition that the plaintiff waive any claim to the wall location fees, which offers and tenders were refused by plaintiff.

6. Under the circumstances and by reason of the understanding and agreement between the Court and counsel for the plaintiff and the defendant, the wall location fees in the sum of \$300.00 deposited by the defendant to the credit of plaintiff with the Ojaga Indian Agency and which are now being claimed by plaintiff should be treated and considered as a credit upon and a partial satisfaction of the judgment herein and that plaintiff's further recovery under said judgment should be limited to the amount of the judgment less said credit, or a net balance of \$1,100.00, together with interest on said balance at the rate of six per cent (6%) per annum from the date of the judgment to November 28, 1960, the date on which defendant offered to pay and tendered to plaintiff the amount of the judgment less said credit.

7. The Court, under Rule 60(b) of the Rules of Civil Procedure and under its inherent power over the judgments and processes of the Court, has the power and authority and it is its duty to clarify and amend the judgment herein in a manner and to the extent necessary to give effect to the understanding and agreement of the Court and counsel and grant relief to the defendant against the injustice and inequity that would result if plaintiff is permitted to enforce payment of the full amount of the judgment and at the same time make claim to the wall location fees.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the judgment herein dated October 5, 1960, be and the same is hereby clarified and

amended to show that the amount thereof, namely, \$1,400.00, is for the total amount of plaintiff's damages and recovery for and on account of defendant's oil operations on the land of plaintiff involved in this action for the period from July 1, 1956, to April 1, 1960, including full recovery for the drilling and operation of all wells drilled thereon during such period; that plaintiff is not entitled to recover and be paid both the amount of the judgment and the well location fees deposited to plaintiff's credit with the Cheyenne Indian Agency on account of the drilling of said wells; that the amount of said well location fees, amounting to \$300.00, shall be considered and treated as a credit upon and partial satisfaction of said judgment; that the credit of the amount of the well location fees upon the judgment shall be a monetary credit only and shall not be treated or considered as the acceptance by the plaintiff of the well location fees as such; and that the amount of plaintiff's recovery at this time shall be limited to the amount of said judgment less said credit, or a balance of \$1,100.00, together with interest on said balance at the rate of six per cent (6%) per annum from the date of the judgment to November 28, 1960, the date on which defendant offered to pay and tendered to plaintiff the amount of said judgment less said credit.

Dated this 10th day of February, 1961.

S/ Royce H. Savage
United States District Judge

OK as to Form:

Attorney for Plaintiff

R. M. Williams

Attorney for Plaintiff

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

FILED

RUSSELL WAGOSSHE, THOMAS WAGOSSHE,
NORINE WAGOSSHE, LILLIE WAGOSSHE MORRIS,
MARY LANE WAGOSSHE, CHARLES JAMES DEAL,
and CHARLES MARIE DEAL, BILLIE JOE
DEAL and LARRY JAMES DEAL, Minors,
Suing by their next friend, CHARLES
JAMES DEAL,

Plaintiffs,

vs.

UNITED STATES OF AMERICA,

Defendant.

FEB 16 1961

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

Civil Action
No. 4872

FINDINGS OF FACT, CONCLUSIONS OF LAW
AND ORDER FOR JUDGMENT

This cause was duly submitted to the Court on February
16th, 1961, on written stipulations of fact entered into by the
parties, and having fully considered the evidence as thereby
presented, the Court finds, concludes and orders as follows:

Findings of Fact

1. Except as contrary findings are hereinafter specifically made, the facts alleged in Plaintiffs' Complaint are true.
2. This action arises under the United States Internal Revenue Code, and this Court has jurisdiction under 28 U.S.C. §§ 1340 and 1346(a)(1).
3. Russell Wagooshe, Thomas Wagooshe, Norine Wagooshe, Lillie Wagooshe Morris, Mary Lane Wagooshe, Charles James Deal and Charles Marie Deal, Billie Joe Deal and Larry James Deal, Minors, suing by their next friend, Charles James Deal, are residents of the Northern District of Oklahoma.
4. This action is brought to recover estate taxes assessed and collected for and on behalf of the Defendant by the District Director of Internal Revenue at Oklahoma City, Oklahoma, from the estate of John Wagooshe, Osage Allottee No. 549, deceased, a full

blood Osage Indian who had not been issued a certificate of competency at the time of his death.

5. The District Director of Internal Revenue assessed, collected and retained \$2,880.43 of restricted funds belonging to the estate of John Wagoshe as a result of the inclusion in Wagoshe's gross taxable estate of the following described property:

The Southeast Quarter of the Northwest Quarter (SE/4 NW/4) and the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of Section 18, Township 28 North, Range 8 East, in Osage County, Oklahoma.

Said property was determined by the Internal Revenue Service to have a value for estate tax purposes of \$17,000.00, and the estate tax resulting from the inclusion of such property amounted to \$2,880.43. Said property was purchased with restricted funds which were under the supervision and control of the Secretary of the Interior and title passed to John Wagoshe by Warranty Deed dated July 16, 1936. Said property was owned by John Wagoshe and was subject to the supervision and control of the Secretary of the Interior at his death. The Deed by which the property was acquired contains the following provision:

"Subject to the conditions that while the title is in the grantee or his heirs, the lands herein described shall not be alienated or encumbered without the consent of the Secretary of the Interior."

A certificate stating that it was executed pursuant to Section 2 of the Act of June 20, 1936, 49 Stat. 1542 (1936), as amended by the Act of May 19, 1937, 50 Stat. 188 (1937), and purporting to designate said property as tax exempt was executed by John Wagoshe on November 15, 1938, approved by the Secretary of the Interior on December 30, 1938, and filed for record in the office of the County Clerk of Osage County, Oklahoma, on January 11, 1939. The property described above comprised a portion of the farm which was occupied by John Wagoshe as his home at the time of his death.

6. A 160-acre tract described as the Northeast Quarter (NE/4) of Section 19, Township 27 North, Range 6 East, Osage County, Oklahoma, was designated as the homestead of John Wagoshe pursuant to the Act of June 28, 1906, 34 Stat. 539 (1906), as amended, and was excluded in determining the gross estate of John Wagoshe for Federal estate tax purposes.

7. The estate of John Wagoshe passed as provided in his Will, the fourteenth paragraph of which directed that the rest, residue and remainder of his estate, from which the estate taxes were paid, should be divided equally among his wife, Mary Lane Wagoshe, and his children, Lillie Wagoshe Norris, Rose Wagoshe Alderson, Russell Wagoshe, Thomas Wagoshe and Morine Wagoshe, all of whom except Rose Wagoshe Alderson are Plaintiffs herein, said distribution being ordered by the County Court of Osage County, Oklahoma, in Case No. 5814, by Decree of Distribution entered therein on the 4th day of June, 1953.

8. Rose Wagoshe Alderson, Osage Allottee No. 2214, a daughter of the said John Wagoshe, died on or about the 11th day of July, 1954, and the judgment determining heirship and distributing her estate was entered in Case No. 6228 in the County Court of Osage County, State of Oklahoma, on August 23, 1956, by which the rest, residue and remainder of her estate, which included her claim to one-sixth (1/6th) of the estate taxes sought to be recovered herein, passed in accordance with her Will, to her son, Charles James Deal, for his lifetime, and at his death, the remainder to the children of the said Charles James Deal, Charles Marie Deal, Billie Joe Deal, and Larry James Deal. The said Charles James Deal, and the said Charles Marie Deal, Billie Joe Deal and Larry James Deal, minors, suing by their next friend, Charles James Deal, are all Plaintiffs herein.

9. The Executor of the estate of John Wagoshe and the Executor of the estate of Rose Wagoshe Alderson have been discharged

by the County Court of Osage County, Oklahoma, and under the Final Decrees in said estates, the Plaintiffs herein are entitled to the funds, plus interest thereon, collected for and on behalf of the Defendant as the result of the inclusion of the value of the restricted property described in Paragraph 5 above in the determination of the taxable estate of John Wagoshe.

10. The Defendant concedes that under the facts present in this case the claim for refund was timely filed and that the Court has jurisdiction thereunder.

11. All of the estate taxes asserted to be due from the estate of John Wagoshe were paid by September 28, 1954, and a claim for refund of estate taxes in the amount of \$2,880.43 was filed with the District Director of Internal Revenue in Oklahoma City, Oklahoma, on or about October 31, 1956. The claim for refund asserted that the inclusion in John Wagoshe's taxable estate of the real property described in Paragraph 5 above was erroneous. By letter of April 11, 1957, the District Director of Internal Revenue advised that the claim for refund had been tentatively disallowed and granted thirty (30) days within which to file a protest against such disallowance. By letter of April 23, 1957, a protest was duly filed, and by letter dated September 9, 1957, statutory notice was given of the disallowance of the claim for refund. Under the authority of 26 U.S.C. Sec. 6532(a)(2), an agreement extending the running of the period of limitations in this matter to March 9, 1960, was executed by the District Director of Internal Revenue for the Commissioner of Internal Revenue on September 4, 1959. This action was commenced on March 2, 1960.

12. Since the estate taxes in dispute here were paid by the Superintendent of the Osage Agency, acting as the duly authorized representative of the Secretary of the Interior, pursuant to the Act of June 24, 1938, 52 Stat. 1934 (1938), the estate tax refund and interest thereon for which judgment is rendered herein should be paid to such Superintendent of the Osage Agency for redistribution to Plaintiffs.

Conclusions of Law

1. This action arises under the United States Internal Revenue Code, and this Court has jurisdiction under 28 U.S.C. §§ 1340 and 1346(a)(1).

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

3. Under the authority of this Court's decision in Daniels v. United States, Civil Action No. 4774, N.D. Okla., June 28, 1960, 2 CCH Fed. Est. & Gift Tax Rep. para. 11,966, the Plaintiffs are entitled to recover from the Defendant the sum of \$2,880.43, with interest thereon as provided by law at the rate of six percent (6%) per annum to a date preceding the date of the refund check by not more than thirty days, such date to be determined by the Commissioner of Internal Revenue.

4. Payment of the amount refunded with interest thereon as provided by law is to be made to the Superintendent of the Osage Indian Agency for redistribution to the Plaintiffs herein.

ORDER FOR JUDGMENT

WHEREFORE, it is considered by this Court that the Plaintiffs have judgment against the Defendant for the sum of \$2,880.43, with interest thereon as provided by law at the rate of six percent (6%) per annum to a date preceding the date of the refund check by not more than thirty (30) days, such date to be determined by the Commissioner of Internal Revenue, and the payment of such amount and interest is to be made to the Superintendent of the Osage Indian Agency for redistribution to Plaintiffs herein.

DATED this 16th day of February, 1961.

W. Royce H. Savage
District Judge

APPROVED AS TO FORM:

[Signature]
Attorney for Plaintiff

[Signature]
Attorney for Defendant

FILED

IN THE UNITED STATES DISTRICT COURT FOR FEB 16 1961

THE NORTHERN DISTRICT OF OKLAHOMA

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

EL RENO WEST, HOWARD WEST, JR.,
MARCELLA WEST GRAVES and
EVELYN WEST FLETCHER,

Plaintiffs,

vs.

UNITED STATES OF AMERICA,

Defendant.

Civil Action
No. 4881

FINDINGS OF FACT, CONCLUSIONS OF LAW

AND ORDER FOR JUDGMENT

This cause was duly submitted to the Court on February
16th, 1961, on written stipulations of fact entered into by
the parties, and having fully considered the evidence as there-
by presented, the Court finds, concludes and orders as follows:

Findings of Fact

1. Except as contrary findings are hereinafter specifi-
cally made, the facts alleged in Plaintiffs' Complaint are true.
2. This action arises under the United States Internal
Revenue Code, and this Court has jurisdiction under 28 U.S.C.
§§ 1340 and 1346(a)(1).
3. El Reno West, Howard West, Jr., Marcella West Graves,
and Evelyn West Fletcher, are residents of the Northern District
of Oklahoma.
4. This action is brought to recover estate taxes assessed
and collected for and on behalf of the Defendant by the District
Director of Internal Revenue at Oklahoma City, Oklahoma, from the
estate of Dan G. West, Osage Allottee No. 835, deceased, a full
blood Osage Indian who had not been issued a certificate of compe-
tency at the time of his death.
5. The District Director of Internal Revenue assessed,
collected and retained as estate taxes \$1,523.21 of restricted
funds belonging to the estate of Dan G. West by including in the
total gross estate the following described property:

The East Half of the Southwest Quarter (E/2 SW/4)
and the West Half of the Southeast Quarter (W/2 SE/4)
of Section 6, Township 23 North, Range 9 East,
Osage County, Oklahoma.

Said property was determined by the Internal Revenue Service to have a value for estate tax purposes of \$5,600.00. The result of the inclusion of this property in the taxable estate of Dan G. West for Federal estate tax purposes was the collection of \$1,523.21 in Federal estate taxes. Said property was purchased with restricted funds which were under the supervision and control of the Secretary of the Interior and title passed to Dan G. West by a Warranty Deed dated November 10, 1931. Said property was owned by Dan G. West and was subject to the supervision and control of the Secretary of the Interior at his death. The Deed by which the property was acquired contained the following provision:

"Subject to the conditions that while the title is in the grantee or his heirs, the lands herein described shall not be alienated or encumbered without the consent of the Secretary of the Interior."

A certificate stating that it was executed pursuant to Section 2 of the Act of June 20, 1936, 49 Stat. 1542 (1936), as amended by the Act of May 19, 1937, 50 Stat. 188 (1937), was executed by Dan G. West, approved by the Secretary of the Interior on November 9, 1944, and filed for record in the Office of the County Clerk of Osage County, Oklahoma, on November 24, 1944.

6. A 160-acre tract described as the South Half of the Northeast Quarter (S/2 NE/4) and the North Half of the Southeast Quarter (N/2 SE/4) of Section 13, Township 28 North, Range 6 E.I.M., Osage County, Oklahoma, was designated as the homestead allotment of Dan G. West pursuant to the Act of June 28, 1906, 34 Stat. 539 (1906), as amended, and was excluded in determining the gross estate of Dan G. West for Federal estate tax purposes.

7. Dan G. West died intestate on February 29, 1952, and administration proceedings on his estate were duly had in the

County Court of Osage County, Oklahoma, in Case No. 5898. The estate of Dan G. West passed to his heirs at law pursuant to the terms of the Final Decree entered by the County Court of Osage County, Oklahoma, on June 15, 1953, said heirs at law being his wife, El Reno West, entitled to receive one-half (1/2) of his estate, and his three grandchildren, Howard West, Jr., Marcella West Graves and Evelyn West Fletcher, each entitled to receive one-sixth (1/6) of his estate, all of whom are Plaintiffs herein. The Administrator of the Estate of Dan G. West has been discharged by the County Court of Osage County, Oklahoma, and the Plaintiffs herein are therefore entitled to the funds, plus interest thereon, collected for and on behalf of the Defendant as a result of the inclusion of the value of the property described in Paragraph 5 above in the determination of the taxable estate of Dan G. West.

8. The Defendant concedes that under the facts present in this case the claim for refund was timely filed and that the Court has jurisdiction thereunder.

9. All of the estate taxes asserted to be due from the estate of Dan G. West were paid by March 5, 1955, and a claim for refund of estate taxes in the amount of \$1,523.21 was filed with the District Director of Internal Revenue in Oklahoma City, Oklahoma, on or about October 31, 1956. The claim for refund asserted that the inclusion of the real property described in Paragraph 5 above in determining the taxable estate of Dan G. West was erroneous. By letter of April 11, 1957, the District Director of Internal Revenue advised that the claim for refund had been tentatively disallowed and granted thirty (30) days within which to file a protest against such disallowance. By letter of April 23, 1957, a protest was duly filed, and by letter dated September 9, 1957, statutory notice was given of the disallowance of the claim for refund. Under authority of 26 U.S.C. Sec. 6532(a)(2), an agreement extending the running of the period of limitations in this matter to March 9, 1960,

was executed by the District Director of Internal Revenue for the Commissioner of Internal Revenue on September 4, 1959. This action was commenced on March 8, 1960.

10. Since the estate taxes in dispute here were paid by the Superintendent of the Osage Agency, acting as the duly authorized representative of the Secretary of the Interior, pursuant to the Act of June 24, 1938, 52 Stat. 1034 (1938), the estate tax refund and interest thereon for which judgment is rendered herein should be paid to such Superintendent of the Osage Agency for redistribution to Plaintiffs.

Conclusions of Law

1. This action arises under the United States Internal Revenue Code and this Court has jurisdiction under 28 U.S.C. §§ 1340 and 1346(a)(1).

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

3. Under the authority of this Court's decision in Daniels v. United States, Civil Action No. 4774, N.D. Okla., June 28, 1960, 2 CCH Fed. Est. & Gift Tax Rep. para. 11,966, the Plaintiffs are entitled to recover from the Defendant the sum of \$1,523.21, with interest thereon as provided by law at the rate of six percent (6%) per annum to a date preceding the date of the refund check by not more than thirty days, such date to be determined by the Commissioner of Internal Revenue.

4. Payment of the amount refunded with interest thereon as provided by law is to be made to the Superintendent of the Osage Indian Agency for redistribution to the Plaintiffs herein.

ORDER FOR JUDGMENT

WHEREFORE, it is considered by this Court that the Plaintiffs have judgment against the Defendant for the sum of \$1,523.21, with interest thereon as provided by law at the rate of six percent (6%) per annum to a date preceding the date of the refund check by not more than thirty (30) days, such date to be determined by the Commissioner of Internal Revenue, and the payment

of such amount and interest is to be made to the Superintendent of the Osage Indian Agency for redistribution to Plaintiffs herein.

DATED this 16th day of Feb., 1961.

Royce W. Savage
District Judge

APPROVED AS TO FORM:

John L. [Signature]
Attorney for Plaintiffs

Frederick S. Nelson
Attorney for Defendant

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

PUBLIC SERVICE COMPANY OF OKLAHOMA,)
an Oklahoma Corporation,)

Plaintiff,)

vs.)

A 100-foot wide easement and)
right-of-way for electric power)
transmission line purposes to be)
located upon, over and across)
certain tracts of land in Wash-)
ington County, Oklahoma, et al.,)

Defendants.)

Civil No. 5101

FILED

FEB 16 1961

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

FINAL DECREE AUTHORIZING
TAKING IN CONDEMNATION

NOW, on this 16 day of February, 1961, this cause comes on regularly to be heard. Plaintiff appearing by its attorney, Robert L. Lawrence, and Defendants appearing by Rodney G. Buckles, Assistant United States Attorney for the Northern District of the State of Oklahoma.

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

The Complaint and Application for Order directing manner of service, verified under oath; Order of this Court dated January 13, 1961, directing manner of service of Notice; Notice by the Clerk of the Court to the Area Director, Muskogee Area Office, Bureau of Indian Affairs, Department of the Interior, Muskogee, Oklahoma, and to James Jackson, Cherokee Roll No. 31262 and Mary Starr, Cherokee Roll No. 26187, and C. M. Keefer; Notice to the Attorney General of the United States of America, Washington, D.C., and the United States Attorney for the Northern District of

Oklahoma by attorneys for Plaintiff; Affidavits of Service of Notice and Mailing of Notice executed under oath by Robert L. Lawrence, Attorney for Plaintiff, and Albert L. Stine, Agent, for Plaintiff; the Dismissal of this action as to Defendant, C. M. Keefer filed by Plaintiff and Answer of Defendants, all as filed herein.

Whereupon, Plaintiff by and through its attorney in open Court waives its right to appointment of Commissioners and to file in this cause a written demand for jury trial, and the Defendants, by and through their attorney, in open Court, waive their right to appointment of Commissioners and to file in this cause a written demand for trial by Jury, and thus being fully advised in the premises, and all parties submit the issue of damages to the Court for determination.

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

THE COURT FINDS, that the matters set out in the verified Complaint herein filed by Plaintiff are true and correct and said Plaintiff, a corporation organized under the laws of the State of Oklahoma, authorized and qualified to furnish light, heat and power by electricity, engaged in the generation and production of electricity for light, heat and power purposes and for the distribution and sale thereof throughout Eastern and Southwestern Oklahoma, characterized by the laws of the State of Oklahoma, as a public service corporation and operating as such, as therefor authorized by the laws of the State of Oklahoma, to exercise the right of

eminent domain to acquire rights-of-way for electric power transmission and distribution, and it further appearing that the taking and use of an easement and right-of-way for said purposes is a taking and use for a public purpose and that said Plaintiff should be granted the relief prayed in its said Complaint; that this Court has proper jurisdiction of this cause by reason of the act of Congress of March 3, 1901, Chapter 832, §3, 31 Stat. 1084, 25 USCA §357; and that notice of this proceeding has been served according to law and order of this Court upon all parties in interest in and to the land involved herein, including the United States of America, which is an interested party by reason of the fact that this matter affects the title to certain Cherokee Indian lands previously allotted in fee, with certain restraints on alienation, which are still in effect with respect to said land; that all necessary parties to this cause are now properly before the Court for final disposition of this proceeding; that all parties hereto have waived their right to appointment of Commissioners and to file written demand for jury trial, Defendants have joined with Plaintiff in praying that final disposition be made of this proceeding and that the Court make its findings with respect to damage; that the Easement and right-of-way sought to be condemned by Plaintiff herein will not in any manner constitute a burden or encumbrance upon the mineral interests in said lands involved herein.

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

A perpetual easement and right-of-way 100 feet in width for the purpose of erecting, operating, and maintaining upon, over and along the route

and across the lands hereinafter fully described, an electric power transmission line, consisting of wood pole H-frame structures carrying wires and fixtures, operating initially at 138 thousand volts, carrying, for transmission, electric power and energy, and telephone and telegraph messages necessary to the operation thereof, together with the right and privilege of ingress and egress for the purpose of constructing, operating, maintaining, removing or reconstructing said electric power transmission line at any time and including also the right to cut down, trim or remove trees or brush and to prohibit the placement of or remove other obstacles which may in Plaintiff's judgment interfere with or endanger said line, its maintenance or operation, within an area of fifty feet (50') on either side of the center line thereof, BUT RESERVING, nevertheless to the land owners, lessees, and tenants of said land, at all times, the right to make any use of said lands, including the 100-foot width of said easement, as is not inconsistent with or dangerous to the operation and maintenance of said electric power transmission line.

THE COURT FURTHER FINDS that the description of the lands upon, over and across which Plaintiff seeks herein to condemn said easement and right-of-way, together with the beneficial owners thereof, Defendants herein, and that reasonable and adequate compensation for the damages occurring to said lands and interests therein as a result of said appropriation of an easement and right-of-way thereover, is as follows:

Tract No. 1:

The West Half ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section One (1), Township Twenty-five North, Range Thirteen East, in Washington County, Oklahoma.

To construct upon, over and across said tract an electric power transmission line carrying initial nominal voltage of 138 KV, having three conductors and two shield wires, all mounted on wood pole, H-frame structures, running about a center line as follows:

Entering said tract at a point approximately 1,280 feet East of the Southwest corner thereof, thence North $35^{\circ} 32'$ West, a distance of approximately 1,230 feet; thence North $16^{\circ} 32'$ West, continuing on a straight line and leaving said tract at a point approximately 94 feet East of the Northwest corner thereof. Traversing said tract a total distance of approximately 177 rods. Including the location of three (3) type "A" or straight-through H-frame structures and one (1) type "D" angle structure.

To the owner thereof, JAMES JACKSON, Cherokee Roll No. 31262, as his interest may appear, damages in the sum of:

Five Hundred Thirty One Dollars (\$ 531.00).

Tract No. 2:

The West Half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) and the West Half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-three (23), in Township Twenty-six North ($T26N$), Range Thirteen East ($R13E$), in Washington County, Oklahoma.

To construct upon, over and across said tract an electric power transmission line carrying initial nominal voltage of 138 KV, having three conductors and two shield wires all mounted on wood pole, H-frame structures, running about a center line as follows:

Entering said tract at a point approximately 1,306 feet North of the Southeast corner thereof, running in a Northwesterly direction on a straight line and leaving said tract at a point approximately 1,976 feet East of the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 23. Traversing said tract a total distance of approximately 0.9 rods.

No structures located on this property. Aerial traverse only.

To the owner thereof, MARY STARR, Cherokee Roll
No. 26187, as her interest may appear, damages
in the sum of:

Twenty five Dollars (\$25⁰⁰)

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff pay into Depository of this Court the sum of Five Hundred Fifty Six Dollars (\$ 556.00) as damages and the Clerk of this Court thereafter make payable to the Treasurer of the United States of America and transmit to the Area Director, Muskogee Area Office, Bureau of Indian Affairs, Department of the Interior, Muskogee, Oklahoma, the said sum of Five Hundred Fifty Six Dollars (\$ 556.00) to be there distributed to, and for the use of, the owners according to their interests all as provided by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the perpetual easement and right-of-way taken by Plaintiff

and described herein and the operation of said electric power transmission line does not include any interest in and will not, in any way, constitute a burden or encumbrance upon the mineral interest in said land, and further that the damages awarded herein shall not be construed as concluding the rights of any Defendant, to the extent of their interests therein, if entitled to claim, sue for and recover damages if any that may occur, in the future, occasioned by the maintenance of said electric power transmission line.

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

Royce H. Savage

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

APPROVED:

Robert W. Lawrence
Attorney for Plaintiff

APPROVED:

Rodney G. Tucker
Assistant U. S. Attorney

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

Marcella Bilbrey,

Plaintiff)

vs.

No. 5050

Walter O. Naramore,

Defendant)

FILED

FEB 20 1961

ORDER OF DISMISSAL

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

UPON motion of plaintiff and for good cause shown the
within and foregoing action is hereby dismissed with prejudice
to the bringing of a future action.

Royce H. Savage

District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Donnell E. Whitcassack,

Defendant.

Civil No. 5055

FILED

FEB 20 1961

J U D G M E N T

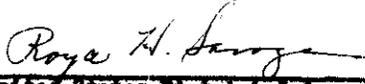
NOBLE C. HOOD
Clerk, U. S. District Court

On this 16th day of February 1961, the above-entitled action coming on for hearing, the plaintiff, appearing by Rodney G. Buckles, Assistant United States Attorney for the Northern District of Oklahoma, and the defendant appearing net, the Court finds that defendant was duly served with summons herein more than 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 amount of \$247.77, plus interest at the rate of six per cent (6%) per annum from the date of judgment on the principal sum of \$247.77, 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 this plaintiff have judgment against the defendant, Donnell E. Whitcassack, for the sum of \$247.77, plus interest, at the rate of six per cent (6%) per annum from the date of judgment on the principal sum of \$247.77, until paid, and for costs of this action.


United States District Judge

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

FILED

FEB 20 1961

Eddie O. Hedrick,

Plaintiff,

vs.

St. Louis-San Francisco Railway
Company, et al.,
Defendant.

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

Civil No. 5079

ORDER REMANDING

This cause came on for hearing before the court, the Honorable Royce H. Savage presiding, on December 16, 1960, on plaintiff's motion to remand the cause to the Superior Court of Creek County, Oklahoma, Bristow Division, and was taken under advisement.

NOW, on this 20th day of February, 1961, the court, upon consideration, entered an order remanding the cause to the Superior Court of Creek County, Oklahoma, Bristow Division.

IT IS ORDERED AND ADJUDGED that the motion of plaintiff to remand this cause is hereby sustained and the cause is remanded to the Superior Court of Creek County, Oklahoma, Bristow Division, for further proceedings.

Dated at Tulsa, Oklahoma, this 20th day of February, 1961.

NOBLE C. HOOD, CLERK

By Majors Garrison
1547

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

Jo Anna Thompson White,
Executrix of the Estate of
Robert F. White, deceased,

Plaintiff,
vs.

American Photograph Corpor-
ation, et al.,

Defendants,

Don A. Hasse, Administrator of
Estate of Frances Hasse, deceased,

Third Party Defendant.

Civil No. 4929

FILED

FEB 22 1961

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

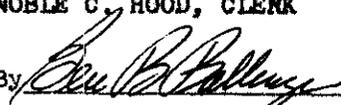
JUDGMENT

This action came on for trial before the court and a jury, the Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on February 22, 1961 having rendered a verdict for the plaintiff to recover of the defendant, American Photograph Corporation, for her pecuniary loss and that of her children in the amount of Thirty Thousand (\$30,000.00) Dollars, for expenses in the amount of Fifteen Hundred Eighty-three (\$1583.00) Dollars, and for the pain and suffering of decedent in the amount of Ten Thousand (\$10,000.00) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff, Jo Anna Thompson White, Executrix of the Estate of Robert F. White, deceased, recover of the defendant American Photograph Corporation, for her pecuniary loss and that of her children in the amount of Thirty Thousand (\$30,000.00) Dollars, for expenses in the amount of Fifteen Hundred Eighty-three (\$1583.00) Dollars, and for pain and suffering of the decedent in the amount of Ten Thousand (\$10,000.00) Dollars, with interest thereon at the rate of 6% per annum from the date hereof until paid, and her cost of action.

Dated at Tulsa, Oklahoma, this 22nd day of February,
1961.

NOBLE C. HOOD, CLERK

By  Deputy

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

Jo Anna Thompson White,
Executrix of the Estate of
Robert F. White, deceased,
Plaintiff,

vs.

American Photograph Corpor-
ation, et al.,
Defendants,

Don A. Hasse, Administrator of
Estate of Frances Hasse, de-
ceased,
Third Party Defendant.

Civil No. 4929

FILED

FEB 22 1961

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

JUDGMENT

This action came on for trial before the court and a jury, the Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on February 22, 1961 having rendered a verdict for the plaintiff, Jo Anna Thompson White, Executrix of the Estate of Robert F. White, deceased, on the Cross-Complaint of Don Hasse, Administrator of the Estate of Frances Hasse, deceased,

IT IS ORDERED AND ADJUDGED that the Cross-Complainant, Don A. Hasse, Administrator of the Estate of Frances Hasse, deceased, take nothing, that the action is dismissed on the merits, and that the plaintiff recover of the Cross-Complainant, Don A. Hasse, Administrator of the Estate of Frances Hasse, deceased, her costs of action.

Dated at Tulsa, Oklahoma, this 22nd day of February,
1961.

NOBLE C. HOOD, CLERK

By 
Deputy

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

Troy Walter Beck,
Plaintiff,
vs.
Doris Dixon,
Defendant.

Civil No. 5008

FILED

FEB 22 1961

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

JUDGMENT

This action came on for trial before the court and a jury, the Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on February 22, 1961, having rendered a verdict for the plaintiff to recover of the defendant damages in the amount of Two Hundred Fifty (\$250.00) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff, Troy Walter Beck, recover of the defendant, Doris Dixon, the sum of Two Hundred Fifty (\$250.00) Dollars, with interest thereon at the rate of 6% per annum from the date hereof until paid, and his cost of action.

Dated at Tulsa, Oklahoma, this 22nd day of February, 1961.

NOBLE C. HOOD, CLERK

By 
Deputy

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

Helen Thomas,
Plaintiff,
vs.
Doris Dixon,
Defendant.

Civil No. 5009

FILED

FEB 22 1961

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

JUDGMENT

This action came on for trial before the court and a jury, the Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on February 22, 1961, having rendered a verdict for the plaintiff to recover of the defendant damages in the amount of One Hundred Twenty-five (\$125.00) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff, Helen Thomas, recover of the defendant Doris Dixon, the sum of One Hundred Twenty-five (\$125.00) Dollars, with interest thereon at the rate of 6% per annum from the date hereof until paid, and her cost of action.

Dated at Tulsa, Oklahoma, this 22nd day of February, 1961.

NOBLE C. HOOD, CLERK

By 
Deputy

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

Selma Jo. McIntosh,
Plaintiff,
vs.
Doris Dixon,
Defendant.

Civil No. 5010

FILED

FEB 22 1961

NOBLE C. HOOD
CLERK OF DISTRICT COURT

JUDGMENT

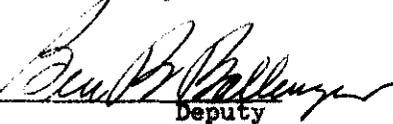
This action came on for trial before the court and a jury, the Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on February 22, 1961, having rendered a verdict for the plaintiff to recover of the defendant damages in the amount of Four Hundred (\$400.00) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff, Selma Jo. McIntosh, recover of the defendant Doris Dixon, the sum of Four Hundred (\$400.00) Dollars, with interest thereon at the rate of 6% per annum from the date hereof until paid, and her cost of action.

Dated at Tulsa, Oklahoma, this 22nd day of February, 1961.

NOBLE C. HOOD, CLERK

By


Deputy

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Deloris Barkley and
L. B. Barkley,
Plaintiffs,
vs.
State Farm Insurance Company,
Defendant.

Civil Action No. 5058

FILED

FEB 22 1961

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 22, 1961, having rendered a verdict for the defendant,

IT IS ORDERED AND ADJUDGED that the plaintiffs, Deloris Barkley and L. B. Barkley, take nothing, that the action is dismissed on the merits, and that the defendant recover of the plaintiffs, Deloris Barkley and L. B. Barkley, its costs of action.

Dated at Tulsa, Oklahoma, this 22nd day of February, 1961.

NOBLE C. HOOD, CLERK

Ben H. Ballenger
Ben H. Ballenger,
Deputy

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Avis Marie Long,

Plaintiff,

vs.

State Farm Insurance Company,

Defendant.

Civil Action No. 5059

FILED

FEB 22 1961

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

JUDGMENT

This action came on for trial before the Court and a jury, Honorable Royce H. Savage presiding, and the issues having been duly tried and the jury on February 22, 1961, having rendered a verdict for the defendant,

It is ordered and adjudged that the plaintiff, Avis Marie Long, take nothing, that the action is dismissed on the merits, and that the defendant recover of the plaintiff, Avis Marie Long, its costs of action.

Dated at Tulsa, Oklahoma, this 22nd day of February, 1961.

NOBLE C. HOOD, CLERK

By 
Ben B. Hallinger,
Deputy

UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT
OF OKLAHOMA

LILLIAN JUNK,

Plaintiff,

vs.

J. C. PENNEY COMPANY,
a corporation,

Defendant.

)
)
) Civil Action
)
) No. 5088
)
)
)

FILED

FEB 23 1961

ORDER OF DISMISSAL NOBLE C. HOOD
Clark, U. S. District Court

It having been made to appear to the court that the plaintiff
and defendant have settled the issues involved in this action,

IT IS THEREFORE ORDERED that the petition of plaintiff be
and the same is hereby dismissed with prejudice.

Dated this 21st day of February, 1961.

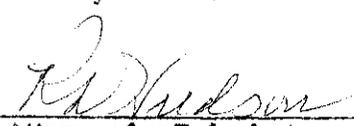


Judge

APPROVED:



Attorney for Plaintiff



Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR -1 1961

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 462.07 Acres of Land, More or Less,)
 Situate in Nowata County, Oklahoma, and)
 Ruth Parks, et al., and Unknown Owners,)
)
 Defendants.)

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

Civil No. 4691

Tract No. K-1156

J U D G M E N T

Now, on this 1st day of 1. March 1961, this matter comes on for disposition on application of plaintiff, United States of America, for entry of judgment on a stipulation agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel for plaintiff, finds:

2.

This judgment applies only to the estates condemned in Tract No. K-1156, as such estate and tract are described in the declaration of taking filed in this action.

3.

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

4.

Service of process has been perfected either personally, or by publication notice, as provided by Rule 71A of Federal Rules of Civil Procedure on all parties defendant in this cause who are interested in subject tract.

5.

The Acts of Congress set out in paragraph 2 of the complaint herein give the United States of America the right, power, and authority to condemn for public use the estates described in paragraph 2 herein. Pursuant thereto, on May 25, 1959, the United States of America has filed its declaration of taking of such described property, and title to the described estates in such property should be vested in the United States of America as of the date of the declaration of taking.

6.

On filing of the declaration of taking, there was deposited in the registry of this Court, as estimated compensation for the taking of certain estates in the subject tracts a certain sum of money, and all of this deposit has been disbursed, as set out in Paragraph 12 below.

7.

On the date of taking in this action, the owner of the estates taken in subject tract was the defendant whose name is shown in paragraph 12 below. Such named defendant is the only person asserting any interest in the estates taken in such tract, all other persons having either disclaimed or defaulted, and such named defendant is entitled to receive the just compensation for the estates taken in this tract.

8.

The owner of the subject tract and the United States of America have executed and filed herein a stipulation as to just compensation wherein they have agreed that just compensation for the estates condemned in subject tract is in the amount shown as compensation in paragraph 12 below, and such stipulation should be approved.

9.

A deficiency exists between the amount deposited as estimated compensation for subject tract and the amount fixed by the stipulation as to just compensation, and the amount of such deficiency should be deposited for the benefit of the landowner. Such deficiency is set out in paragraph 12 below.

10.

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 tract named in paragraph 2 herein, as such tract is particularly described in the complaint and declaration of taking filed herein; and such tract, to the extent of the estates described and for the uses and purposes described in such declaration of taking, is condemned and title thereto is vested in the United States of America, and all defendants herein and all other persons interested in such estates are forever barred from asserting any claim thereto.

11.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that on the date of taking, the owner of the estates condemned herein in subject tract was the

person whose name appears below in paragraph 12, and the right to just compensation for the respective estates taken herein in this tract is vested in the party so named.

12.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the stipulation as to just compensation, mentioned in paragraph 8 above, is hereby confirmed; and the sum therein fixed is adopted as the award of just compensation for the estates condemned in subject tract as follows:

Tract No. K-1156

Owner: H. E. Hendricks

Award of just compensation pursuant to approved stipulation.	\$500.00	\$500.00
Deposit of estimated compensation.	<u>400.00</u>	
Deposit deficiency	\$100.00	
Disbursed to owner		<u>\$400.00</u>
Balance due to owner		\$100.00

13.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the United States of America shall deposit in the registry of this Court, in Civil Action No. 4691, to the credit of Tract No. K-1156, the deficiency sum of \$100, and the Clerk of this Court then shall disburse such sum to H. E. Hendricks.

Ray H. Loring
United States District Judge

APPROVED:

for Hubert A. Marlow
Hubert A. Marlow
First Assistant U. S. Attorney

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAR -1 1961

United States of America,

Plaintiff,

vs.

2,551.48 Acres of Land, More or Less,
Situat e in Nowata and Rogers Counties,
Oklahoma, and W. F. Graham, et al, and
Unknown Owners,

Defendants.

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

Civil Action No. 4726

Tracts Nos. B-237, B-237E,
D-404, D-444,
E-529E, J-1031,
and L-1277

J U D G M E N T

1.

Now on this 1st day of March, 1961, this matter
on application
comes on for disposition/of the plaintiff, United States of America, for entry
of Judgment on an option contract and stipulations agreeing upon just compen-
sation, and the court, after having examined the files in this action and
being advised by counsel for plaintiff finds:

2.

This Judgment applies only to the estates condemned in the Tracts
enumerated in the caption above, as such estates and tracts are described in
the Declaration of Taking filed herein.

3.

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

4.

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 who are interested in the
subject tracts.

5.

The Acts of Congress set out in Paragraph 2 of the Complaint herein
give the United States of America the right, power and authority to condemn
for public use the land described in Paragraph 2 herein. Pursuant thereto,
on June 6, 1959, the United States of America has filed its Declaration of
Taking of such described property and title thereto should be vested in the
United States of America, as of the date of filing such instrument.

6.

On filing the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of certain estates in the subject tracts, certain sums of money, and portions of these deposits have been disbursed as set out in Paragraph 13 below.

7.

On the date of taking in this action, the owners of the estates taken in the subject tracts were the defendants whose names are shown in Paragraph 13 below. Such named defendants are the only persons asserting any interest in the estates taken in such tracts, all other persons having either disclaimed or defaulted, and such named defendants are entitled to receive the just compensation for the estates taken in these tracts.

8.

The owners of each of the subject tracts and the United States of America have either executed a Contract of Option for The Purchase of Land as alleged in the Complaint, or have executed and filed herein Stipulations as to Just Compensation wherein they have agreed that just compensation for the estates condemned in such tracts is in the amounts shown as compensation in Paragraph 13 herein and such Option and Stipulations should be approved.

9.

Certain deficiencies exist between the amounts deposited as estimated just compensation for subject tracts and the amount fixed by the Option and Stipulations as just compensation, and a sum of money sufficient to cover such deficiencies should be deposited by the Government. These deficiencies are set out in Paragraph 13 below.

10.

A Stipulation for Exclusion of Property, executed by George Stritzke, and the United States of America, was filed herein on July 16, 1959, whereby certain improvements situated on Tract No. D-444, were excluded from the taking in this case and it was agreed that the award of compensation for such tract would be reduced by the salvage value of such improvements and such stipulation should be approved.

11.

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 tracts named in Paragraph 2 herein, as such tracts are particularly described in the Complaint and Declaration of Taking filed herein; and such

tracts, to the extent of the estates described and for the uses and purposes described in such Declaration of Taking, with the exception of the property excluded by Paragraph 10 herein, are condemned and title thereto is vested in the United States of America and all defendants herein and all other persons interested in such estates are forever barred from asserting any claim thereto.

12.

It Is Further ORDERED, ADJUDGED AND DECREED that on the date of taking, the owners of the estates condemned herein in the subject tracts were the persons whose names appear below in Paragraph 13, and the right to just compensation for the respective estates taken in these tracts is vested in the parties so named, as their respective interests appear therein.

13.

It Is Further ORDERED, ADJUDGED AND DECREED that the Stipulation for Exclusion of Property described in Paragraph 10, the contract of Option for the Purchase of Land, and the Stipulations as to Just Compensation mentioned in Paragraph 8 above are hereby confirmed, and the sums therein fixed are adopted as the awards of just compensation for the estate condemned in subject tracts as follows:

TRACTS NOS. B-237 and B-237E

Owners: Margaret M. Boyle and
Joseph E. Boyle, joint tenants.

Award of Just Compensation

pursuant to approved stipulation. . .	\$3,965.00	\$3,965.00
Deposited as Estimated Compensation	<u>\$3,965.00</u>	
Disbursed to Owners		<u>\$3,965.00</u>

TRACT NO. D-404

Owner: Travis Graham

Award of Just Compensation

pursuant to approved stipulation. . .	\$2,450.00	\$2,450.00
Deposited as Estimated Compensation	<u>\$2,270.00</u>	
Deposit Deficiency.	<u>\$ 180.00</u>	
Disbursed to Owner.		<u>\$2,270.00</u>
Balance Due to Owner.		\$ 180.00

TRACT NO. D-444

Owner: George Stritzke

Award of Just Compensation

pursuant to approved Stipulation. . .	\$36,245.00	
Less Salvage Value of Improvements Reserved.	<u>\$ 1,470.00</u>	
Net Award of Just Compensation. . . .	\$34,775.00	\$34,775.00
Deposited as Estimated Compensation	<u>\$34,775.00</u>	
Disbursed to Owner.		<u>\$34,775.00</u>

TRACT NO. E-529E

Owners: Frank M. Eaton and Darlene Eaton, joint tenants

Chas. W. Hardy, Mortgagee

Award of Just Compensation

pursuant to approved Stipulation. . .	\$1,295.00	\$1,295.00
Deposited as Estimated Compensation	<u>\$1,095.00</u>	
Deposit Deficiency.	<u>\$ 200.00</u>	
Disbursed to Owners		<u>None</u>
Balance Due to Owners		\$1,295.00

TRACT NO. J-1031

Owners: George W. Heape and Effie M. House, now Heape

Award of Just Compensation

pursuant to approved Stipulation. . .	\$6,000.00	\$6,000.00
Deposited as Estimated Compensation	<u>\$5,350.00</u>	
Deposit Deficiency.	<u>\$ 650.00</u>	
Disbursed to Owners		<u>None</u>
Balance Due to Owners		\$6,000.00

TRACT NO. L-1277

Owner: Jessie Cochran Bothwell

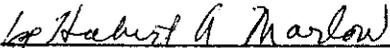
Award of Just Compensation

pursuant to Option Contract	\$6,300.00	\$6,300.00
Deposited as Estimated Compensation	<u>\$6,300.00</u>	
Disbursed to Owner.		<u>\$6,300.00</u>

It Is Further ORDERED, ADJUDGED AND DECREED that the United States of America, shall pay into the Registry of this Court for the benefit of the named owners the deficiency amounts shown in Paragraph 13, and such sums shall be placed in the respective deposits for the subject tracts in this Civil Action. Upon receiving this sum, the Clerk of this Court shall disburse from the deposits for the subject tracts the balances due to the owners as shown in Paragraph 13.


UNITED STATES DISTRICT JUDGE

APPROVED:


HUBERT A. MARLOW
First Assistant U. S. Attorney

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

MAR - 1 1961

TRAILERCOACH, INC.,
Plaintiff,
vs.
AMERICAN HOME
ASSURANCE COMPANY,
Defendant.

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

No. 4855

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This cause having been tried to the Court on November 14, 1960, and on the stipulation of the parties hereto contained in the Pre-Trial Order of June 22, 1960, and Stipulation of November 9, 1960, and the Court having fully considered all the evidence and testimony of witnesses sworn and introduced during the trial, and having considered stipulations of parties filed herein and the arguments of counsel as set forth in their respective briefs filed herein, now makes the following:

FINDINGS OF FACT

1. The plaintiff, Trailercoach, Inc., at all times was and is a corporation organized and existing under the laws of the State of Oklahoma, with its principal place of business in Tulsa, Oklahoma.
2. The defendant, American Home Assurance Company, at all times was and is a corporation organized and existing under the laws of the State of New York, with its principal place of business in New York City, New York, and domesticated to do business in the State of Oklahoma.
3. The matter in controversy exceeds, exclusive of interest and costs, the sum of Ten Thousand Dollars (\$10,000.00).
4. On March 27, 1959, the defendant issued to the plaintiff its automobile Garage Liability Insurance Policy No.

AG 402840. The policy period was from March 29, 1959, at 12:01 A. M. to March 29, 1960, at 12:01 A. M., a true copy of which policy is attached to the Complaint, marked "Exhibit A".

5. On February 23, 1959, the plaintiff sold a house trailer coach to Joe M. Vernon and Ruth B. Vernon, his wife.

6. Joe M. Vernon and Ruth B. Vernon contend that on March 29, 1959, at 6:00 A. M. they were injured and their trailer destroyed by liquified petroleum gas explosion while they were living in and occupying said house trailer.

7. Plaintiff had knowledge of this explosion on March 30, 1959.

8. On April 28, 1959, Tony Jack Lyons and Milsten, Milsten and Morehead, as attorneys for Mr. Joe M. Vernon and Mrs. Ruth B. Vernon, mailed a letter to the plaintiff with reference to the explosion, informing the plaintiff of the injuries sustained by Mr. and Mrs. Vernon and expressing the opinion that such injuries were due to negligence in the construction, installation, and servicing of the trailer. A true copy of the letter is attached to the Pre-Trial Order and Stipulation, marked "Exhibit A".

9. On August 25, 1959, the same attorneys for Mr. and Mrs. Vernon mailed a letter to the plaintiff making a settlement demand of \$93,000.00 for the injuries sustained by Mr. and Mrs. Vernon. A true copy of the letter is attached to the Pre-Trial Order and Stipulation marked "Exhibit B".

10. On November 5, 1959, Ruth B. Vernon, as plaintiff, filed an action in the District Court of Mayes County, Oklahoma, against Trailercoach, Inc., the plaintiff herein, and others as defendants, being Cause No. 10220 in that court, seeking to recover the sum of \$252,531.25, with interest thereon and costs, for the personal injuries which she alleged she sustained and medical expenses incurred as a result of the explosion.

11. The plaintiff did not give any notice to the defendant of the occurrence of the accidental explosion until seven or eight months after said explosion.

12. Plaintiff requested defendant, American Home Assurance Company, to defend plaintiff in the above mentioned State District Court proceedings. Before defendant would undertake the defense of plaintiff it insisted upon a Non-Waiver Agreement, a true and correct copy of which is attached as "Exhibit B" to plaintiff's complaint for declaratory judgment filed herein. This Non-Waiver Agreement was entered into by the parties hereto on the 31st day of December, 1959. American Home Assurance Company, acting through its attorneys, Rhodes, Crowe, Hieronymus and Holloway, immediately after the execution of the Non-Waiver Agreement, jointly and in co-operation with plaintiff's attorney, undertook the defense of the plaintiff in the above mentioned State District Court action.

13. The plaintiff did not forward the letters of April 29, 1959 and August 25, 1959, attached to the Pre-Trial Order as "Exhibits A" and "B", at any time until they were delivered to defendant's attorney on June 30, 1960.

14. The subject insurance policy is so written that a reasonably prudent person would not, from a mere reading of the policy, ascertain that it covered the subject type loss.

15. The subject insurance policy is written in such a way that not anything was obvious to layman nor even to a lawyer that the coverage extended to the subject type loss.

16. Plaintiff, its officers, and their attorney, after reading the subject policy were in good faith in their belief that it did not cover the subject loss. This belief was not a consequence of negligence or carelessness upon their part.

17. Plaintiff gave notice of the subject explosion and loss and forwarded suit papers to defendant within a reasonable time considering all of the facts and circumstances of this particular case.

Upon the above Findings of Fact the Court makes the following conclusions of law:

CONCLUSIONS OF LAW

1. The Court has jurisdiction of the parties and subject matter herein.
2. An actual controversy of a justiciable nature exists between the parties for declaratory relief within the Declaratory Judgment Act, 28 U. S. C. A., Sec. 2201.
3. The provisions of the subject insurance policy relating to notice of accident and forwarding suit papers are conditions precedent to maintenance of an action on said policy.
4. The term "as soon as practicable" contained in Condition 10 of the policy, and the term "immediately" contained in Condition 11 of the policy, are construed to mean "within a reasonable time".
5. Plaintiff acted with circumspect and caution and did everything that was required under the subject insurance policy.
6. Plaintiff gave notice of the subject explosion and loss and forwarded suit papers to defendant within a reasonable time considering all of the facts and circumstances of this particular case.

ORDER FOR JUDGMENT

WHEREFORE, it is considered by the Court that the plaintiff should have judgment declaring that the defendant is obligated under its policy to defend actions against the plaintiff arising from the accidental explosion of March 29, 1959, resulting in alleged injuries and damage to Joe M. Vernon and Ruth B. Vernon, and to pay any judgment which might be recovered against plaintiff by Joe M. Vernon or Ruth B. Vernon as the result of such accidental

explosion, either in Cause No. 10220 instituted by Ruth B. Vernon in the District Court of Mayes County, Oklahoma, or any other action that may be instituted by Joe M. Vernon or Ruth B. Vernon as the result of such accidental explosion of March 29, 1959, not to exceed, however, the limits provided in said insurance policy.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated this 1st day of March, 1961.

1st Royce H. George
United States District Judge

APPROVED AS TO FORM:

J. G. PINKERTON
JAMES R. EAGLETON

By J. G. Pinkerton
Attorneys for Plaintiff

RHODES, CROWE, HEIRONYMUS & HOLLOWAY

By Philip W. Landa
Philip W. Landa
Attorneys for Defendant

other action or actions that may be instituted against defendant, Inc., as the result of the explosion which occurred on March 17, 1961, in the said garage trailer's shed at 2000 E. Tenth and 10th Street, Denver, Colorado. Defendant is obligated to pay any judgment that may be rendered in said action or actions against defendant, Inc., in the district court of Cook County, Illinois, or in any other court to pay any judgment that may be rendered in any other action or actions that may be instituted against defendant, Inc., as the result of said explosion of March 17, 1961, not exceeding, however, the limits provided in said defendant's automobile liability insurance policy.

That the above mentioned explosion is within the terms, provisions, and coverage of the aforesaid garage liability insurance policy of defendant.

That the declaratory relief prayed for by the plaintiff in its complaint against American Home Insurance Company, defendant, is hereby granted and judgment on and is hereby rendered in favor of plaintiff against the said defendant and said defendant is hereby ordered to pay the costs of this action.

WITNESSED my hand and seal of office this 1st day of March, 1961.

121 Royce H. Savage
United States District Judge

Plaintiff, by _____

Attorney for Plaintiff

Sturgeson
Attorney for Plaintiff

Defendant, by _____

Whipple
Attorney for Defendant