

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,

Plaintiff,

vs.

Civil No. 4837

OCT 11 1961

21.69 Acres of Land, More or Less,
Situate in Pawnee County, Oklahoma, and
Frank J. Weinond, et al, and Unknown Owners,

Defendants.

Tract(s) No(s). 1593

PAUL R. HOOK,
Clerk U.S. District Court

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the plaintiff and the defendant(s) therein named, which stipulation(s) (is)(are) tendered herewith for filing herein.

The Court finds that plaintiff and **Curtis P. Harris, Attorney, for N. S. Zickefoose**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s) **1593**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **6,250.00**, inclusive of interest. The sum of \$ **5,465.00** was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

- (A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;
- (B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s) **1593**, is the sum of \$ **6,250.00**, inclusive of interest, and the reservation by the above-named defendant(s) of the right to remove on or before **31 December 1961**, (the)(all)(building(s)) improvement(s)) located thereon, having a (total) salvage value of \$ **225.00**; and
- (C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **560.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 11 day of October 1961.

APPROVED:

[Signature]
JUDGE, United States District Court

[Signature]
Perry A. Krohn, Asst. U.S. Attorney

Def. Judgment
Without Res. of Imps.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
771.88 Acres of Land, More or Less,)
Situate in Pawnee and Creek Counties,)
Oklahoma, and Helen W. Kenyon, et)
al., and Unknown Owners,)
Defendants.)

Civil No. 4882

OCT 12 1961

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

Tract(s) No(s). 2238

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Robert L. Rosier, as Executor of the Estate of Glen H. Rosier, Deceased,** defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 2238, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **1,400.00**, inclusive of interest. The sum of \$ **1,025.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 2238, is the sum of \$ **1,400.00**, inclusive of interest; ~~and~~

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **375.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 12 day of **October** 1961.

APPROVED:

[Signature]
JUDGE, United States District Court

[Signature]
Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
750.51 Acres of Land, More or Less,)
Situate in Tulsa, Creek and)
Pawnee Counties, Oklahoma,)
and Carl H. Abel, Jr., et al,)
and Unknown Owners, Defendants.)

Civil No. 4927

OCT 17 1961

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

Tract(s) No(s). I-966-1,
I-966-2 and I-966-3

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Curtis P. Harris, Attorney for Jessa Coonrod, Cornelia Coonrod Holmes, Juanita Coonrod Hinton and J. R. Wright,** defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **I-966-1, I-966-2 and I-966-3**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **250.00**, inclusive of interest. The sum of \$ **132.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

- (A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;
- (B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **I-966-1, I-966-2 and I-966-3**, is the sum of \$ **250.00**, inclusive of interest; and
- (C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **118.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 17 day of October 1961.

APPROVED:

Russell H. Smith
United States Attorney
BY [Signature]
Attorney

[Signature]
JUDGE, United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
265.44 Acres of Land, More)
or Less, Situate in Creek and)
Pawnee Counties, Oklahoma, and)
F. M. Coonrod Estate, et al,)
and Unknown Owners,)
Defendants.)

Civil No. 4945

OCT 11 1961

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

Tract(s) No(s). I-908 and I-908E-1, E-2

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Curtis P. Harris, Attorney, for Raymond K. Holmes and Cornelia Coonrod Holmes**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **I-908, I-908E-1 and E-2**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **950.00**, inclusive of interest. The sum of \$ **875.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **I-908, I-908E-1 and E-2**, is the sum of \$ **950.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **275.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 12 day of Oct 1961.

APPROVED:

151 K. H. Harrison
JUDGE, United States District Court

Raymond K. Holmes
Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
265.44 Acres of Land, More or Less,)
Situat in Creek and Pawnee Counties,)
Oklahoma, and F. K. Coonrod estate, et al,)
and Unknown Owners,)
Defendants.)

Civil No. 4945 OCT 12 1961

NOBLE G. HOOD
CLERK, U. S. DISTRICT COURT

Tract(s) No(s). 1677

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Curtis P. Harris, Attorney for Jessa Coonrod, Cornelia Coonrod Holmes, Juanita Coonrod Hinton, and J. R. Wright**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **1677**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of **\$500.00**, inclusive of interest. The sum of **\$ 250.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

- (A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;
- (B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **1677**, is the sum of **\$500.00**, inclusive of interest; and
- (C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of **\$250.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 12 day of Oct. 1961.

APPROVED:

Noble G. Hood
JUDGE, United States District Court

Curtis P. Harris
Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)	
	Plaintiff,)	Civil No. 4945
vs.)	
)	
265.44 Acres of Land, More or Less,)	
Situate in Creek and Pawnee Counties,)	
Oklahoma, and F. M. Coonrod estate,)	
et al, and Unknown Owners)	
	Defendants.)	Tract(s) No(s). 1678

OCT 19 1961

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

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Curtis P. Harris, Attorney for Jessa Coonrod, Cornelia Coonrod Holmes, Juanita Coonrod Hinton, and J. R. Wright**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 1678, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ 800.00, inclusive of interest. The sum of \$ 300.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 1678, is the sum of \$ 800.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ 300.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 12 day of October 1961.

APPROVED:

[Signature]
JUDGE, United States District Court

[Signature]
PERCY A. KROHN, Ass't U. S. Attorney

Def. Judgment
Without Res. of Imps.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
285.44 Acres of Land, More or Less,)
Situate in Creek and Pawnee Counties,)
Oklahoma, and F. M. Coonrod Estate,)
et al, and Unknown Owners,)
Defendants.)

Civil No. 4945

OCT 19 1961

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

Tract(s) No(s). 1679

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and Curtis P. Harris, Attorney, for Jessa Coonrod, Cornelia Coonrod Holmes, Juanita Coonrod Hinton, and J. R. Wright, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 1679, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$600.00, inclusive of interest. The sum of \$500.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 1679, is the sum of \$ 600.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ 300.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 12 day of October 1961.

APPROVED:

D. K. N. Dammage
JUDGE, United States District Court

Perry A. Krohn
PERRY A. KROHN, Ass't U. S. Attorney

Def. Jdgm't
with res.
of imps.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
Plaintiff,)
vs.)
494.35 Acres of Land, More or Less,)
Situat in Pawnee and Creek Counties,)
Oklahoma, and E. W. Pogue, et al, and)
Unknown Owners,)
Defendants.)

Civil No. 5051

001 11 091

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

Tract(s) No(s). 1300

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the plaintiff and the defendant(s) therein named, which stipulation(s) (is)(are) tendered herewith for filing herein.

The Court finds that plaintiff and **E. W. Pogue and wife, Florence B.**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **1300**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of **\$ 17,950.00**, inclusive of interest. The sum of **\$ 15,525.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **1300**, is the sum of **\$ 17,475.00**, inclusive of interest, and the reservation by the above-named defendant(s) of the right to remove on or before **December 31, 1961** (the)(all)(building(s)) improvement(s)) located thereon, having a (total) salvage value of **\$ 475.00**; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of **\$ 1,950.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 12 day of Oct, 1961.

APPROVED:

131 R. W. Savage
JUDGE, United States District Court

131 Perry A. Krohn
Perry A. Krohn, Ass't U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)	
	Plaintiff,)	Civil No. 5051
vs.)	
)	
494.35 Acres of Land, More or Less,)	
Situate in Pawnee and Creek Coun-)	
ties, Oklahoma, and E.W. Pogue, et)	
al, and Unknown Owners,)	
	Defendants.)	Tract(s) No(s). 1314

OCT 19 1961

NOBLE C. FLOOD
CLERK, U. S. District Court

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and Curtis P. Harris, Attorney for E.W. Pogue, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 1314, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ 350.00, inclusive of interest. The sum of \$ 205.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 1314, is the sum of \$ 350.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ 145.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 17 day of October 1961.

APPROVED:

[Signature]
JUDGE, United States District Court

[Signature]
Perry A. Krohn, Asst. U.S. Attorney

Def. Jdgm't
with res.
of imps.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

**4.4.35 Acres of Land, More or Less,
Situate in Pottawatomie and Creek Counties,
Oklahoma, and E. W. Fogus, et al, and
Unknown Owners,**

Defendants.

Civil No. 5051

Tract(s) No(s) 2932

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation entered into by the plaintiff and the defendants therein named, which stipulation is tendered herewith for filing herein.

The Court finds that plaintiff and Curtis P. Harris, Attorney for Eva L. Cunningham, widow, and Nancy Joan Cunningham, now Powell, and as Attorney and Guardian Ad Litem for John J. Cunningham, Jr., and Clifford Shelby Cunningham, minors, defendants herein, have by the stipulation above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate in Tract No. 2932, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$21,000.00, inclusive of interest. The sum of \$13,250.00 was deposited into the registry of this Court as estimated just compensation for said tract upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract.

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate set forth in the Complaint and Declaration of Taking in and to the land hereinabove referred to, as said tract is described there, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract No. 2932, is the sum of \$20,440.00, inclusive of interest, and the reservation by the above-named defendant of the right to remove on or before August 1, 1961, ~~there~~ (all) (building(s) ~~improvements~~) located thereon, having a (total) salvage value of \$360.00; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$2,190.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 16 day of October 1961.

APPROVED:

George M. [Signature]
JUDGE, United States District Court

Perry A. Krohn
Assistant U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
240.38 Acres of Land, More or Less,)
Situate in Creek and Pawnee Counties,)
Oklahoma, and Juanita Coonrod Hinton,)
et al, and Unknown Owners,)
Defendants.)

Civil No. 5071

OCT 13 1961

CLERK OF DISTRICT COURT
U.S. DISTRICT COURT

Tract(s) No(s). I-928E-2

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Jessa Coonrod, by Curtis P. Harris, Attorney for,** defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **I-928E-2**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **500.00**, inclusive of interest. The sum of \$ **350.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **I-928E-2**, is the sum of \$ **500.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **150.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 12 day of October 1961.

APPROVED:

W. H. M. ...
JUDGE, United States District Court

Ferry A. Krohn
FERRY A. KROHN, Ass't U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)	
	Plaintiff,)	Civil No. 5126
vs.)	
)	
21.30 Acres of Land, More or Less,)	
Situate in Pawnee County, Oklahoma,)	
and H.B. Hawley, et al., and Unknown)	
Owners,)	
	Defendants.)	Tract(s) No(s). 1020

00112058
RECEIVED
COURT CLERK

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and Jerry Cunningham, by Curtis P. Harris, Attorney for

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 1020, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ 25.00, inclusive of interest. The sum of \$ 15.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 1020, is the sum of \$ 25.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ 10.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 12 day of October 1964.

APPROVED:

J. R. ...
JUDGE, United States District Court

Perry A. Krohn
Perry A. Krohn, Asst. U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
Plaintiff,)
vs.)
21.30 Acres of Land, More)
or Less, Situate in Pawnee)
County, Oklahoma, and)
H. B. Hawley, et al,)
Defendants.)

Civil No. 5126

FILED

OCT 19 1961

ROSE C. MASON
Clk, U. S. District Court

Tract(s) No(s). 1027

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and Jerry Cunningham, by Curtis P. Harris, Attorney for,

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 1027, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$700.00, inclusive of interest. The sum of \$ 350.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 1027, is the sum of \$700.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$350.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 1st day of October 1961.

APPROVED:

J. H. H. H.
JUDGE, United States District Court

Perry A. Krohn
Perry A. Krohn, Asst. U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
514.12 Acres of Land, More or Less,)
Situate in Tulsa, Creek and Pawnee)
Counties, Oklahoma, and D.H. Cramer,)
et al, and Unknown Owners,)
Defendants.)

Civil No. 5127 OCT 19 1961

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

Tract(s) No(s). I-902E-1 thru
I-902E-5

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Raymond K. Holmes, Herbert H. Holmes, Pansy Lynch Boone, surviving widow of Roger W. Boone, deceased, Eugenia Jane Taylor, Alea Ilene Marshall, and H.L. Boone**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). I-902E-1 thru I-902E-5, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ 750.00, inclusive of interest. The sum of \$ 405.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

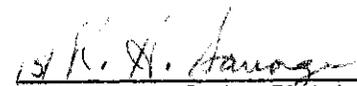
(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). I-902E-1 thru I-902E-5, is the sum of \$, inclusive of interest; and

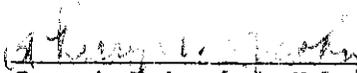
(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ 345.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 14 day of October 1961.

APPROVED:


JUDGE, United States District Court


Perry A. Krohn, Asst. U.S. Attorney

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

WANDA ROACH, As Administratrix)
of the Estate of Edgar Roach, Jr.,)
Deceased,)
Plaintiff,)
vs.)
L? E. EASTER, et al.,)
Defendants.) NO. 5251-Civil

JOURNAL ENTRY OF JUDGMENT

BE IT REMEMBERED that on this 10th day of October, 1961, the above-styled cause came on for hearing before the undersigned Judge. Plaintiff Wanda Roach, as administratrix of the estate of Edgar Roach, Jr., deceased, was present in person and by her attorney, J. Roy Coker; defendants appeared by their attorney Alex Cheek. Trial by jury was waived in open court, as were other procedural formalities, and the trial proceeded.

The Court considered the pleadings and heard the evidence of witnesses and argument of counsel and, after being fully advised in the premises, finds the issues in favor of the defendants and each of them and against the plaintiff on her petition.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff Wanda Roach, as administratrix of the estate of Edgar Roach, Jr., deceased, take nothing by her petition and that judgment be and the same hereby is rendered in favor of the defendants and each of them.

Wanda Roach
O.K.

J. Roy Coker
Attorney for Plaintiff

Alex Cheek
Attorney for Defendant

Luther Robinson
U.S. DISTRICT JUDGE

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

JOHNNY ROACH, An Infant under
the age of 21 years who sues
by Wanda Roach, as Next Friend,

Plaintiff,

vs.

L. E. EASTER, et al.,

Defendants.)

FILED
OCT 17 1961
1961
NO. 5252-Civil

JOURNAL ENTRY OF JUDGMENT

BE IT REMEMBERED that on this 16th day of October, 1961, the above-styled cause came on for hearing before the undersigned Judge. Plaintiff Johnny Roach, a minor was present by his mother and next friend Wanda Roach, and by his attorney, J. Roy Cocke; defendants appeared by their attorney Alex Cheek. Trial by jury was waived in open court, as were other procedural formalities, and the trial proceeded.

The Court heard evidence of witnesses, considered, the pleadings, and heard argument of counsel and, after due deliberation, finds the issues in favor of the defendants and each of them and against the plaintiff on his petition.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff Johnny Roach, an infant under the age of 21 years who sues by Wanda Roach, his Next Friend, take nothing by his petition and that judgment be and the same hereby is rendered in favor of the defendants and each of them.

Wanda Roach
O.K.

Arthur Johnson
U.S. DISTRICT JUDGE

J. Roy Cocke
Attorney for Plaintiff

Alex Cheek
Attorney for Defendants

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

FILED

1961

WANDA ROACH,)
Plaintiff,)
vs.)
L. E. EASTER, et al.,)
Defendants.) NO. 5253-Civil

JOURNAL ENTRY OF JUDGMENT

BE IT REMEMBERED that on this 11 day of October, 1961, the above-styled cause came on for hearing before the undersigned Judge. Plaintiff Wanda Roach was present in person and by her attorney, J. Roy Coker; defendants appeared by their attorney Alex Cheek. Trial by jury was waived in open court, as were other procedural formalities, and the trial proceeded.

The Court considered the pleadings and heard the evidence of witnesses and argument of counsel and, after due deliberation, finds the issues in favor of the defendants and each of them and against the plaintiff on her petition.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff Wanda Roach take nothing by her petition and that judgment be and the same hereby is rendered in favor of the defendants and each of them.

Wanda Roach U.S. DISTRICT JUDGE
O.K.

J. Roy Coker
Attorney for Plaintiff

Attorney for Defendants

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

EDDIE ROACH, An Infant under)
the age of 21 years who sues by)
Wanda Roach, as Next Friend,)
)
Plaintiff,)
vs.)
)
L. E. EASTER, et al.,)
Defendants.) NO. 4254-Civil

JOURNAL ENTRY OF JUDGMENT

BE IT REMEMBERED that on this 10th day of October, 1961, the above-styled cause came on for hearing before the undersigned Judge. Plaintiff Eddie Roach, a minor, was present by his mother and next friend Wanda Roach, and by his attorney, J. Roy Cocke; defendants appeared by their attorney Alex Cheek. Trial by jury was waived in open court, as were other procedural formalities and the trial proceeded.

The Court considered the pleadings and heard the evidence of witnesses and argument of counsel and, after due deliberation, finds the issues in favor of the defendants and each of them and against the plaintiff on his petition.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff Eddie Roach, an infant under the age of 21 years who sues by Wanda Roach, as next friend, take nothing by his petition and that judgment be and the same hereby is rendered in favor of the defendants and each of them.

Pauline M. ...
U.S. DISTRICT JUDGE

O.K.

J. Roy Cocke
Attorney for Plaintiff

Alex Cheek
Attorney for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
244.20 Acres of Land, More or)
Less, Situate in Pawnee)
and Creek Counties, Oklahoma,)
and Ruth I. Knee, et al, and)
Unknown Owners Defendants.)

Civil No. 4740

OCT 17 1961

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

Tract(s) No(s). E-531

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Arthur, Clyde, and Lewis Foster**

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). ~~E-531~~, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **1,300.00**, inclusive of interest. The sum of \$ **900.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). ~~E-531~~, is the sum of \$ **1,300.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **400.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 17th day of October 1961.

APPROVED:

M. K. A. [Signature]
JUDGE, United States District Court

Perry A. Krohn
Perry A. Krohn, Asst. U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
244.20 Acres of Land, More or)
Less, Situate in Pawnee)
and Creek Counties, Oklahoma,)
and Ruth I. Knee, et al,)
and Unknown Owners,)
Defendants.)

Civil No. 4740

OCT 19 1961

NOBLE C. HOOD
Clerk, U. S. District

Tract(s) No(s). G-726, G-726E-1 and E-2

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **W. D. Klintworth and Pearl Klintworth, his wife,**

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **G-726 and G-726E-1 and E-2**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **6,000.00**, inclusive of interest. The sum of \$ **4,450.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **G-726 and G-726E-1 and E-2**, is the sum of \$ **6,000.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **1,550.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 7 day of Oct 1961.

APPROVED:

Noble C. Hood
JUDGE, United States District Court

[Signature]
Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
6.17 Acres of Land, More or Less,)
Situate in Pawnee County, Oklahoma,)
and E. B. Sullivan, et al,)
and Unknown Owners,)
Defendants.)

Civil No. 4835

OCT 1 1961

CLERK OF DISTRICT COURT
U.S. DISTRICT COURT

Tract(s) No(s). 1353

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Jerry M. Cunningham, by Curtis P. Harris, Attorney for,**

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **1353**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **300.00**, inclusive of interest. The sum of \$ **390.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **1353**, is the sum of \$ **300.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **410.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 13 day of October 1961.

APPROVED:

[Signature]
JUDGE, United States District Court

[Signature]
Ferry A. Krohn, Asst. U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
23 1/4 Acres of Land, More or Less,)
Situate in Tulsa, Creek and Pawnee)
Counties, Oklahoma, and Clifford)
Ward, et al, and Unknown Owners,)
Defendants.)

Civil No. 4836

OCT 1 1961

CLARENCE M. MOORE
U.S. District Court

Tract(s) No(s). 2316 and
2316E-1 thru E-3

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Ruth Findley Moore, by Durtis P. Harris, Attorney for,**

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **2316, 2316E-1 thru E-3**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **2,750.00**, inclusive of interest. The sum of \$ **2,375.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **2316, 2316E-1 thru E-3**, is the sum of \$ **2,750.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **375.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 1 day of **October** 1961.

APPROVED:

Clarence M. Moore
JUDGE, United States District Court

Perry A. Krohn, Asst. U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)	Civil No. 4837
Plaintiff,)	
vs.)	
)	
21.69 Acres of Land, More or Less,)	
Situate in Pawnee County, Oklahoma,)	
and Frank J. Weirond, et al., and)	
Unknown Owners,)	
Defendants.)	Tract(s) No(s) 1516

OCT 11 1961

CLERK OF DISTRICT COURT

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (~~are~~)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **D. O. Anderson**

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the ~~tract(s)~~ ^{defendant's interest} in Tract(s) No(s). 1516, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ 100.00, inclusive of interest. The sum of \$ 55.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 1516, is the sum of \$ 100.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$45.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 15 day of October 1961.

APPROVED:
RUSSELL H. SMITH, U. S. Attorney

D. O. Anderson
JUDGE, United States District Court

By: W. O. Chatterton
W. O. Chatterton Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
21.69 Acres of Land, More or Less,)
Situate in Pawnee County, Oklahoma,)
and Frank J. Weinond, et al., and)
Unknown Owners,)
Defendants.)

Civil No. 4837

OCT 31 1961

NOBLE C. HEDCOCK
Clerk U.S. District Court

Tract(s) No(s). 1520

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **D. O. Anderson, Frances Ashley**

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 1520, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ 160.00, inclusive of interest. The sum of \$ 80.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 1520, is the sum of \$ 160.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ 80.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 1 day of **October 1961**.

APPROVED:
RUSSELL H. SMITH, U. S. Attorney

By: W. O. Chatterton
W. O. Chatterton Attorney

[Signature]
JUDGE, United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
338 19 Acres of Land, More or Less,)
Situate in Tulsa, Creek and Pawnee)
Counties, Oklahoma, and C. H. Hopper,)
et al, and Unknown Heirs,)
Defendants.)

Civil No. 4351

OCT 17 1961

FILED IN RECORD
1961, U.S. District Court

Tract(s) No(s). 207

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and Mrs. Anna Mack, widow, Fern Frederick, widow, Etta McCashey, a/k/a Etta McCashey, and John McCashey, her husband, Virgil A. Clute and Opal Clute, his wife, Opal Medley and Walter Medley, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 207, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ 2,750.00, inclusive of interest. The sum of \$ 2,150.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

- (A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;
- (B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 207, is the sum of \$ 2,750.00, inclusive of interest; and
- (C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ 600.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 17 day of October 1961.

APPROVED:
RUSSELL H. SMITH, U. S. Attorney
By: /s/ W. O. Chatterton
~~XXXXXXXXXXXXXXXXXXXX~~ Attorney
W. O. Chatterton

[Signature]
JUDGE, United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,
Plaintiff,
vs.
780.51 Acres of Land, More or Less,
Situate in Tulsa, Creek and Pawnee
Counties, Oklahoma, and Carl H. Abel,
Jr., et al., and Unknown Owners
Defendants.

Civil No. 4927
Tract No. F-616 and F-616E (Hinton
1/2 Minerals and 1/32
Override)

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are) (is) tendered herewith for filing herein.

The Court finds that plaintiff and L. J. Hinton, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the interests of L. J. Hinton in Tracts Nos. F-616 and F-616E described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$1,000.00, inclusive of interest. The sum of \$741.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is) (are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of the interests of L. J. Hinton in Tract(s) No(s). F-616 and F-616E, is the sum of \$1,000.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$259.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 13 day of October 1961.

W. R. A. [Signature]
JUDGE, United States District Court

APPROVED:

RUSSELL H. SMITH, United States Attorney

By: W. O. Chatterton
W. O. CHATTERTON, Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
265.44 Acres of Land, More)
or Less, Situate in Creek and)
Pawnee Counties, Oklahoma, and)
F. M. Coonrod Estate, etal,)
and Unknown Owners,)
Defendants.)

Civil No. 4945

OCT 11 1961

WILLIAM C. HOOVER
Judge, U. S. District Court

Tract(s) No(s). G-746

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Curtis P. Harris, Attorney, for Jessa Coonrod, Cornelia Coonrod Holmes, Juanita Coonrod Hinton, and J. R. Wright**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **G-746**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **1,600.00**, inclusive of interest. The sum of \$ **1,200.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **G-746**, is the sum of \$ **1,600.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **400.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 13 day of October 1961.

APPROVED:

W. C. Hoover
JUDGE, United States District Court

Perry A. Kohn, Asst. U.S. Attorney

Def. Judgment
Without Res. of Imps.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
265.44 Acres of Land, More or Less,)
Situate in Creek and Pawnee Counties,)
Oklahoma, and F.M. Coonrod Estate,)
et al, and Unknown Owners,)
Defendants.)

Civil No. 4945

OCT 11 1961

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

Tract(s) No(s). 1681

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Curtis P. Harris, Attorney for Jessa Coonrod, Cornelia Coonrod Holmes, Juanita Coonrod Hinton, and J.R. Wright**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **1681**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **500.00**, inclusive of interest. The sum of \$ **200.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **1681**, is the sum of \$ **500.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **300.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 13 day of October 1961.

APPROVED:
RUSSELL H. SMITH, U. S. Attorney

B. R. H. Damage
JUDGE, United States District Court

By: /s/ W. O. Chatterton
W. O. CHATTERTON Attorney

Def. Judgment
Without Res. of Imps.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
265.44 Acres of Land, More or Less,)
Situate in Creek and Pawnee Counties,)
Oklahoma, and F.M. Coonrod Estate,)
et al, and Unknown Owners,)
Defendants.)

Civil No. 4945

OCT 17 1961

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

Tract(s) No(s). 1682

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Curtis P. Harris, Attorney for Jessa Coonrod, Cornelia Coonrod Holmes, Juanita Coonrod Hinton, and J.R. Wright**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 1682, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **3,250.00**, inclusive of interest. The sum of \$ **2,600.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 1682, is the sum of \$ **3,250.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **650.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 13 day of **October** 1961.

APPROVED:

MUSSELL H. SMITH, U. S. Attorney

By /s/ W. O. Chatterton
W. O. CHATTERTON Attorney

[Signature]
JUDGE, United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
265.44 Acres of Land, More or Less,)
Situate in Creek and Pawnee Counties,)
Oklahoma, and F.M. Coonrod Estate,)
et al, and Unknown Owners,)
Defendants.)

Civil No. 4945

OCT 1 1961

ROBLE C. HOOD
Clk. U. S. District Court

Tract(s) No(s). 1683

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Curtis P. Harris, Attorney for Cornelia Coonrod Holmes, Jessa Coonrod, J.R. Wright and Juanita Coonrod Hinton**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **1683**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **1,500.00**, inclusive of interest. The sum of \$ **750.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **1683**, is the sum of \$ **1,500.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **750.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 13 day of October 1961.

APPROVED:
RUSSELL H. SMITH, U.S. Attorney

[Signature]
JUDGE, United States District Court

By: [Signature]
W.C. Chatterton Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
265.44 Acres of Land, More or Less,)
Situate in Creek and Pawnee Counties,)
Oklahoma, and F. M. Coonrod Estate, et al,)
and Unknown Owners,)
Defendants.)

Civil No. 4945

ROBERT D. HOOVER
Clerk, U. S. District Court

Tract(s) No(s). 1684

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and Curtis P. Harris, Attorney for Jessa Coonrod, Cornelia Coonrod Holmes, Juanita Coonrod Hinton, and J. R. Wright, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 1684, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ 4,000.00, inclusive of interest. The sum of \$ 3,000.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 1684, is the sum of \$ 4,000.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ 1,000.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 13 day of October 1961.

APPROVED:

[Signature]
JUDGE, United States District Court

[Signature]
Ferry A. Krohn, Asst. U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
265.44 Acres of Land, More or Less,)
Situate in Creek and Pawnee Counties,)
Oklahoma, and F. M. Coonrod Estate, et al,)
and Unknown Owners,)
Defendants.)

Civil No. 4945

OCT 1961

ROBERT C. HOOVER
Clk. U. S. District Court

Tract(s) No(s). 1820

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Curtis P. Harris, Attorney for Jessa Coonrod, Cornelia Coonrod Holmes, Juanita Coonrod Hinton, and J. R. Wright**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **1820**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **500.00**, inclusive of interest. The sum of \$ **250.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **1820**, is the sum of \$ **500.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **250.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 13 day of October 1961.

APPROVED:

Robert C. Hoover
JUDGE, United States District Court

Perry A. Krohn
Perry A. Krohn, Asst. U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
265.44 Acres of Land, More)
or Less, Situate in Creek and)
Pawnee Counties, Oklahoma, and)
F. M. Coonrod Estate, et al, and)
Unknown Owners,)
Defendants.)

Civil No. 4945

OCT 1 1961

WESLEY G. MOON
Clerk, U. S. District Court

Tract(s) No(s). 1825

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and Curtis P. Harris, Attorney, for Jessa Coonrod, J. R. Wright, Cornelia Coonrod Holmes, and Juanita Coonrod Hinton, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 1825, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$750.00, inclusive of interest. The sum of \$50.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 1825, is the sum of \$750.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$400.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 1 day of October 1961.

APPROVED:

Wesley G. Moon
JUDGE, United States District Court

Perry A. Krohn
Perry A. Krohn, Asst. U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

287.25 Acres of Land, More or Less,
Situate in Creek, Osage and Pawnee
Counties, Oklahoma, and Harold V.
Weaver, et al, and Unknown Owners,

Defendants.

Civil No. 4999

RECORDED
Book 11 S. 120-121-122

Tract(s) No(s). 2501 and
2501E.

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the plaintiff and the defendant(s) therein named, which stipulation(s) (is)(are) tendered herewith for filing herein.

The Court finds that plaintiff and **Clinton S. Pierce and Marie L. Pierce, his wife, and Lester Pendergraft and Floyd Stroup,** defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **2501 and 2501E**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$36,950.00, inclusive of interest. The sum of \$30,550.00 was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **2501 and 2501E**, is the sum of \$ **36,730.00**, inclusive of interest, and the reservation by the above-named defendant(s) of the right to remove on or before **December 31, 1960**, (~~the~~)(all)(building(s)) and improvement(s)) located thereon, having a (total) salvage value of \$ **220.00**; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **6,180.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 13 day of October 1961.

APPROVED:

Perry A. Krohn
JUDGE, United States District Court

/s/ Perry A. Krohn

Perry A. Krohn, Asst. U. S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
474.35 Acres of Land, More or Less,)
Situate in Pawnee and Creek Counties,)
Oklahoma, and E. W. Pogue, et al,)
and Unknown Owners,)
Defendants.)

Civil No. 5051

OCT 11 1961

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

Tract(s) No(s). 1320

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **E. W. Pogue** **Curtis P. Harris, Attorney for**

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **1320**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **300.00**, inclusive of interest. The sum of \$ **175.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **1320**, is the sum of \$ **300.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **125.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 11 day of **October** 1961.

APPROVED:

Robert C. Hood
JUDGE, United States District Court

Perry A. Krohn
Perry A. Krohn, Asst. U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
240.38 Acres of Land, More or)
Less, Situate in Creek and)
Pawnee Counties, Oklahoma, and)
Juanita Coonrod Hinton, et al,)
and Unknown Owners,)
Defendants.)

Civil No. 5071

OCT 1 1961

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

Tract(s) No(s). E-537E-6 thru E-9

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and Curtis P. Harris, Attorney, for Jessa Coonrod, Juanita Coonrod Hinton, Cornelia Coonrod Holmes, and J. R. Wright, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). E-537E-6 thru E-9, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$1,250.00, inclusive of interest. The sum of \$800.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). E-537E-6 thru E-9, is the sum of \$1,250.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$450.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 13 day of October 1961.

APPROVED:

Robert C. Hood
JUDGE, United States District Court

Perry A. Krohn
Perry A. Krohn, Asst. U.S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
236.42 Acres of Land, More or Less,)
situate in Creek and Pawnee Counties,)
Oklahoma, and Juanita Cecerod Hinton,)
et al, and Unknown Owners,)
Defendants.)

Civil No. 5071

OCT 1 1961

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

Tract(s) No(s). I-903E-8
through E-11

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Curtis P. Harris, Attorney, for Raymond K. Holmes**

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). **I-903E-3 through E-11**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **4,000.00**, inclusive of interest. The sum of \$ **3,400.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). **I-903E-8 through E-11**, is the sum of \$ **4,000.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **600.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 13 day of October 1961.

APPROVED:

RUSSELL H. SMITH, U. S. Attorney

By: /s/ W. O. Chatterton

W. O. CHATTERTON

Attorney

W. R. H. [Signature]
JUDGE, United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
240.38 Acres of Land, More or)
Less, Situate in Creek and)
Pawnee Counties, Oklahoma, and)
Juanita Coonrod Einton, et al.,)
and Unknown Owners, Defendants.)

Civil No. 5071

OCT 12 1961

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

Tract(s) No(s). I-966E-1 thru E-4

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and Curtis P. Harris, Attorney, for Jessa Coonrod, Juanita Coonrod Einton, Cornelia Coonrod Holmes, and J. R. Wright, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). I-966E-1 thru E-4, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ 800.00, inclusive of interest. The sum of \$ 600.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). I-966E-1 thru E-4, is the sum of \$800.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$200.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 12 day of October 1961.

APPROVED:

151 R. D. Danage
JUDGE, United States District Court

151 Perry A. Kohn
Perry A. Kohn, Asst. U.S. Attorney

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

WJ SERVICE, INC.,

Plaintiff,

vs

OKLAHOMA FRANCHISING
SERVICE, INC.,

Defendant.)

No. 5112 **FILED**

OCT 13 1961

U.S. DISTRICT COURT
NORTHEAST DISTRICT OF OKLAHOMA

ORDER OF DISMISSAL

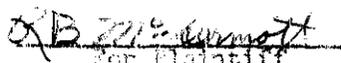
Upon motion of the Plaintiff, it is hereby ordered that the Plaintiff's action to end the same is hereby dismissed without costs to either party.

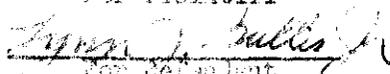
The said dismissal is with prejudice to any action or claim by the Plaintiff against the Defendant for damages or accounting of damages or profits existing or claimed to exist in favor of Plaintiff and against the Defendant by reason of any infringement of the certain letters patent described in Plaintiff's complaint which may have occurred prior to July 1, 1961.

Dated at Tulsa, Oklahoma this 13 day of October, 1961.


United States District Judge

AND APPROVED:


For Plaintiff


For Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
) Plaintiff,)
 -vs-) CIVIL NO. 4581)
))
 33.22 ACRES OF LAND, MORE OR)
 LESS, SITUATE IN TULSA COUNTY,)
 OKLAHOMA, AND THOMAS L. BARTLEY,)
 ET AL, AND UNKNOWN OWNERS,)
) Defendants.)

J U D G M E N T
(As to Tract No. A-135E-1)

I
Now on this 15 day of July, 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. A-135E-1, as such estate and tract is described in the Declaration
of Taking filed in Civil Action 4581.

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 sum of money, and certain portions of these deposits have been disbursed as set out in Paragraph XII 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 XII 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

The owners of the subject tract have each and all executed, with the United States of America, Stipulations 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 XII herein, and such stipulation should be approved.

IX

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 amounts of such deficiencies should be deposited for the benefit of the landowners. Such deficiencies are set out in Paragraph XII below.

X

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 XII, 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.

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 tract named in Paragraph III herein, as such tract is particularly described in the Complaint and Declaration of Taking filed herein; and such tract, to to the extent of the estate indicated and

for the uses and purposes described in such Declaration of Taking, 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.

XII

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

AWARD OF JUST COMPENSATION:

By Stipulation with Fred Shaeffer and
Murriel M. Shaeffer\$650.00

Total award of just compensation for
subject tract.....\$650.00

Deposited as Estimated Compensation
for subject tract..... 325.00

Deposit deficiency:.....\$325.00

DISTRIBUTION AND DISBURSAL OF AWARD:

Fred Shaeffer and Murriel M. Shaeffer,
share of award.....\$650.00

Disbursed to owners by prior order.....325.00

Balance due to Fred Shaeffer and Murriel
M. Shaeffer.....\$325.00

XIII

It is Further ORDERED, ADJUDGED AND DECREED that the United States of America shall deposit in the registry of the Court to the credit of Tract No. A-135E-1, for the benefit of the landowners, the total deficiency amount of \$325.00. Upon deposit of this sum the Clerk of the Court shall disburse

To Fred Shaeffer and Murriel M. Shaeffer the sum of...\$325.00

APPROVED:

UNITED STATES DISTRICT JUDGE

Assistant U.S. Attorney

Attorney for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
Plaintiff,)
-vs-) CIVIL NO 4581
)
33.22 ACRES OF LAND, MORE OR)
LESS, SITUATE IN TULSA COUNTY,)
OKLAHOMA, AND THOMAS L. BARTLEY,)
ET AL, AND UNKNOWN OWNERS,)
Defendants.)

J U D G M E N T
(As to Tract No. A-125E-1)

I
Now on this 14th day of July, 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. A-125E-1 as such estate and tract is described in the Declaration
of Taking filed in Civil Action 4581.

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 has been disbursed as set out in Paragraph XII below.

VII

On the date of taking this action, the owners of the estate taken in the subject tract were the persons whose names are shown in Paragraph XII 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

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 XII herein, and such stipulation should be approved.

IX

Certain deficiencies exists 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 deficiency should be deposited for the benefit of the landowners. Such deficiency is set out in Paragraph XII below.

X

It is Therefore, ORDERED, ADJUDGED AND DECREED that the United States of America has the right, power, and authority to condemn for public use the tract 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, 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.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
Plaintiff,)
vs.)
780.51 Acres of Land, More or Less,)
Situate in Tulsa, Creek and Pawnee)
Counties, Oklahoma, and Carl H. Abel,)
Jr., et al., ad Unknown Owners)
Defendants.)

Civil No. 4927

Tract(s) No(s). A-157

JUDGMENT ON STIPULATION AND OPTION

On this day this cause comes on for consideration on the stipulation ~~and option~~ entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) ~~(are)~~ ~~(is)~~ tendered herewith for filing herein.

and option

The Court finds that plaintiff and Fred Lang, Ray S. Veteto and Marjorie Veteto, his wife,

have, by the stipulation ~~(s)~~ and option above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). A-157, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$4,799.00, inclusive of interest. The sum of \$3,620.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, WHEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). A-157, is the sum of \$4,799.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$1,179.00, without interest.

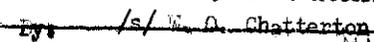
Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 10 day of October 1961.

APPROVED:


JUDGE, United States District Court

RUSSELL H. SMITH, U. S. Attorney


W. O. CHATTERTON Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
914.83 Acres of Land, More or Less,)
Situate in Tulsa, Osage and Pawnee)
Counties, Oklahoma, and R.W. Hubbard,)
et al, and Unknown Owners,)
Defendants.)

Civil No. 4948

U.S. DISTRICT COURT
CLERK U.S. DISTRICT COURT

Tract(s) No(s). 2304

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and T. R. Crane and Golda F. Crans, his wife,

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 2304, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ 7,500.00, inclusive of interest. The sum of \$ 6,500.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 2304, is the sum of \$ 7,500.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ 1,000.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 16th day of October 1961.

APPROVED:
RUSSELL H. SMITH, U.S. Attorney

By: W.C. Chatterton
W.C. Chatterton Attorney

W.C. Chatterton
JUDGE, United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Carmon B. Nash,

Defendant.

Civil No. 5213

J U D G M E N T

On this 16th day of October 1961, the above-entitled action coming on for hearing, the plaintiff, by Sam E. Taylor, Assistant United States Attorney for the Northern District of Oklahoma, and the defendant appearing not, 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 \$365.30, after allowance of all just credits and set-offs, with interest thereon at the rate of six per cent (6%) per annum from the date of judgment until paid.

The Court further finds that plaintiff has filed herein an affidavit 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, Carmon B. Nash, for the sum of \$365.30 with interest thereon at the rate of six per cent (6%) per annum from the date of judgment until paid, and for the costs of this action.

George H. Brown
United States District Judge

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

3 WELL SURVEYS, INC.,

4 Plaintiff,

5 vs.

6 McCULLOUGH TOOL COMPANY,

7 Defendant

Civil Action No. 4271

FILED

8
9 McCULLOUGH TOOL COMPANY,
10 ROBERT W. PRINGLE, KENNETH I.
11 ROULSTON, GEORGE M. BROWNELL, and
12 PHILIP W. MARTIN,

11 Plaintiffs,

12 vs.

13 WELL SURVEYS, INC. and DRESSER
14 INDUSTRIES, INC. (substituted for
15 Lane-Wells Company),

16 Defendants.

NOBLE C. WOOD
Clerk U.S. District Court
Civil Action No. 3956

17 O R D E R

18 The parties McCullough Tool Company et al having
19 heretofore moved under Rule 59 for a new trial as to certain
20 issues and for additional findings of fact, and the party
21 McCullough Tool Company having moved under Rule 60(b) to vacate
22 or modify the Judgment entered herein on March 16, 1961 and for
23 a new trial as to certain other issues, and the Court having
24 ordered a modification of Finding No. 80 and having granted the
25 Motion for a partial New Trial under Rule 60(b), and evidence
26 both oral and documentary having been introduced and arguments
27 had, the Court having duly considered all of said evidence and
28 the arguments of counsel and being fully advised in the premises,
29 now upon all of the proceedings heretofore had herein,

30 IT IS HEREBY ORDERED as follows:

31 (1) The Motions of McCullough Tool Company et al
32 under F.R.C.P. Rule 59 for a new trial as to the Bender Reissue

LAW OFFICES
FULWIDER, MATTINGLY & HUNTLEY
LOS ANGELES AND LONG BEACH
CALIFORNIA

1 Patent No. 23,226, the Fearon Patent No. 2,308,361 and the
2 Pringle et al Patent No. 2,686,266 and for additional findings
3 of fact are hereby in all respects denied.

4 (2) The Motion of McCullough Tool Company under
5 F.R.C.P. Rule 60(b) to vacate or modify the Judgment heretofore
6 rendered on March 16, 1961 as to the Swift Patent No. 2,554,844
7 is hereby in all respects denied. The Court hereby makes
8 additional Findings of Fact with respect to said Swift Patent
9 No. 2,554,844 as follows:

10 128.

11 The Swift Patent No. 2,554,844 is not invalid because
12 of prior public use by Well Surveys, Inc., its licensee Lane-Wells
13 Company or anyone in privity or connected with said parties
14 or the inventor, L. M. Swift. All use prior to March 22, 1945
15 of the invention covered by the Swift patent was experimental
16 only and the patentee was in good faith in carrying on the ex-
17 perimental work that was done with the tool or apparatus covered
18 by said patent.

19 129.

20 There was only one tool covered by said Swift patent
21 in use prior to the crucial date of March 22, 1945, and there
22 were improvements made in said tool from time to time. The
23 patentee might well have concluded before the experimental
24 work was finished that he had seen enough, but it was not un-
25 desirable nor any indication of lack of good faith, that the
26 precautions be taken that were taken. The use by Lane-Wells
27 Co. of the Swift Casing Collar Locator assembled in radioactivity
28 logging Instrument No. 225 assigned to truck No. 122 and later
29 to truck No. 131 in wells of customers until sometime in the
30 month of February 1945, was in the Houston District of the Gulf
31 Coast area and later in February, said tool No. 225 with the
32 Swift collar locator assembled therein and truck 131 were moved

1 into the New Iberia District where different well conditions
2 were encountered and the experimentation was continued there.

3
4 130.

5 The documentary evidence discloses repeated references
6 by A. B. Winter and others to the Swift tool as being experi-
7 mental in character, and while this is not conclusive, such
8 references of these people made back in 1944 and 1945 when there
9 was no reason to anticipate this litigation should be accorded
10 great weight in determining what was in their minds at that
11 time and as to their good faith in continuing their experiments
12 with said tool prior to March 22, 1945.

13
14 131.

15 There were no efforts to sell the Swift tool or the
16 use of said tool to customers prior to March 22, 1945. The
17 tool was used with permission of customers and payment was
18 received in that the tool was used in connection with the regular
19 radioactivity logging service made available to the customer,
20 but there was no extra charge made nor has there ever been
21 any extra charge made for the use of the Swift invention as
22 a part of said radioactivity logging service. The use to which
23 the Swift apparatus was finally put as sales media was to
24 represent to the customers that they were getting more for
25 their money when they transacted business with Lane-Wells and
26 got the benefit of the additional information disclosed on the
27 log by the use of the combination of collar locator and radio-
28 activity logging apparatus covered by the claims of the Swift
29 patent.

30 132.

31 The use prior to March 22, 1945 by Oil Well Water
32 Locating Company and others of various forms of tools and equip-

1 ment in performing the Stratagraph logging service was not a
2 prior public use of the invention covered by the claims of the
3 Swift patent No. 2,554,844.

4
5 133.

6 The use by Schlumberger Well Surveying Corp. of
7 various forms of tools and equipment in performing its L.R.M.
8 (Locating Radioactive Markers) service prior to March 22, 1945
9 was not a prior public use of the invention covered by the claims
10 of the Swift Patent No. 2,554,844.

11
12 (3) The Court hereby makes an additional Conclusion
13 of Law herein as follows:

14 20.

15 There was no public use of the invention of the Swift
16 Patent No. 2,554,844 prior to March 22, 1945.

17
18 (4) Costs are denied to all of the parties as to all
19 proceedings up to the date of entry of this Order. The matter
20 of Costs to be incurred in any accounting proceedings to be
21 conducted in these cases is reserved for final decision on such
22 accounting.

23 (5) Except as expressly amended by this Order, the
24 Findings of Fact, Conclusions of Law and Judgment heretofore
25 entered herein are reaffirmed and effective for all purposes
26 as of this date.

27 Dated at Tulsa, Oklahoma this 18th day of October, 1961.

28
29 *Lyle H. Savage*
United States District Judge

30 APPROVED AS TO FORM THIS
18th DAY OF OCTOBER 1961

31 *T. B. M. Bennett*
32 One of the Attorneys for
McCullough Tool Company, et al

Robert J. McCallum
One of the Attorneys for Wellis
Survey, Inc. and Dresser
Industries, Inc.

LAW OFFICES
FULWIDER, MATTINGLY & HUNTLEY
LOS ANGELES AND LONG BEACH
CALIFORNIA

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
Plaintiff,)
vs.)
33.22 Acres of Land, More or Less,)
Situat e in Tulsa County, Oklahoma,)
and Thomas L. Bartley, et al, and)
Unknown Owners,)
Defendants.)

Civil no. 4581

Tract No. A-155E-1

FILED

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

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation entered into by and between the plaintiff and the defendant therein named, which stipulation is tendered herewith for filing herein.

The Court finds that plaintiff ad Curtis P. Harris, Attorney for Joe C. Wilson, defendant herein, has, by the stipulation above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the interest of Joe C. Wilson in the estate taken in Tract No. A-155E-1, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the sum of \$350.00, inclusive of interest, which amount was deposited into the registry of this Court as estimated just compensation for said tract upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action, Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract. The Court further finds that the above-named defendant was the sole owner of the captioned tract on the date of taking, and they are entitled to the entire award therefor.

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate set forth in the Complaint and Declaration of Taking in and to the land hereinabove referred to, as said tract is described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of the undivided interest in the estate taken in Tract No. A-155E-1 is the sum of \$350.00, inclusive of interest; and

(C) The award for this tract having heretofore been disbursed by order of this Court filed herein October 5, 1961, this judgment is satisfied.

Entered this 7th day of October, 1961.

APPROVED:

JOHN M. EMEL, U. S. Attorney

By /s/ d. O. Chatterton
W. O. CHATTERTON, Attorney

[Signature]
JUDGE, United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,
Plaintiff,
vs.
12.40 Acres of Land, More or Less,
Situate in Creek and Pawnee Counties,
Oklahoma, and Gertrude Hambley, et al,
and Unknown Owners,
Defendants.

Civil No. 4731
NOBLE C. HOOD
Clerk, U. S. District Court
Tract(s) No(s). B-202

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the plaintiff and the defendant(s) therein named, which stipulation(s) (is)(are) tendered herewith for filing herein.

The Court finds that plaintiff and **H. D. Hambley**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s) **B-202**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **8,250.00**, inclusive of interest. The sum of \$ **7,250.00** was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

- (A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;
- (B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s) **B-202**, is the sum of \$ **7,500.00**, inclusive of interest, and the reservation by the above-named defendant(s) of the right to remove on or before **31 December 1961**, (the)(all)(building(s)) improvement(s)) located thereon, having a (total) salvage value of \$ **750.00**; and
- (C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **250.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 15 day of **October** 1961.

APPROVED:
United States Attorney

[Signature]
JUDGE, United States District Court

BY: [Signature]
W. O. Chatterton, Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Def. Judgment
Without Res. of Imps.

FILED

United States of America,)
Plaintiff,)
vs.)
2 1/4 .20 Acres of Land, More or Less,)
Situate in Pawnee and Creek Counties,)
Oklahoma, and Ruth I. Knee, et al,)
and Unknown Owners,)
Defendants.)

Civil No. 4740

OCT 13 1961

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

Tract(s) No(s). G-716E
(McNulty - Surface and 1/2 Minerals)

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are) (is) tendered herewith for filing herein.

The Court finds that plaintiff and Curtis P. Harris, Attorney for F. Jerome McNulty

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the ~~estate(s) and 1/2 interest of F. Jerome McNulty in the estate taken in Tract G-716E~~ as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (~~just~~) sum of \$ 250.00, inclusive of interest. The sum of \$ 175.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of the ~~estate(s) and 1/2 interest of F. Jerome McNulty in, 1/2 interest in Tract No. G-716E~~ ^{is} the sum of \$ 250.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ 75.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this / 5 day of October 1961

APPROVED:
JOHN M. IMEL, U. S. Attorney

W. O. Chatterton
JUDGE, United States/District Court

By/s/ W. O. Chatterton
W. O. CHATTERTON Attorney

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

C. C. CARLISLE,)
)
 Plaintiff)
 v.)
) NO. 5036
 OIL WELL PUMP CO. INC.,)
)
 Defendant)

FILED

JAN 13 1961

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

ORDER GRANTING MOTION FOR SUMMARY
JUDGMENT AND DECREE FOR PLAINTIFF

The above entitled cause came before the Court on plaintiff's Motion for a Summary Judgment, pursuant to regular assignment and notice thereof to defendant's attorneys of record, Gavin and King. A. M. Widdows appeared in behalf of the plaintiff.

Upon consideration of the pleadings herein, the stipulation of the parties filed herein January 13, 1961, and affidavits on file herein, the Court finds the facts necessary to the determination of this motion to be as follows:

Defendant is the owner and successor in interest to license to manufacture and sell hydraulic pumps upon which plaintiff holds Letters Patent, contained in a certain License Agreement dated October 23, 1957, in which plaintiff was the Licensor.

That defendant is in default in payment to plaintiff of minimum guaranteed annual royalty of \$5000.00 due the last day of February, 1961, time for payment of which was extended by stipulation to September 1, 1961. That under the terms of said License Agreement said default

entitles plaintiff to cancellation of said contract. That plaintiff's motion for summary judgment herein should be and hereby is sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the defendant, Oil Well Pump Co. Inc., is the successor to the rights of Licensee in said License Agreement dated October 23, 1957, pertaining to manufacture and sale of hydraulic pumps upon which plaintiff, Licensor in said Agreement, holds United States Letters Patent Nos. 2, 118, 547, 2, 287, 779, 2, 697, 985 and 2, 839, 004. IT IS FURTHER ADJUDGED that, because of default of defendant in payment of royalty as specified in said License Agreement, the said License Agreement dated October 23, 1957, is hereby canceled, and all rights of defendant therein ended, and plaintiff is decreed to enjoy and possess said patent rights, and any foreign patent rights based thereon, free and clear of any claims or interest of defendant of any nature, and the defendant is hereby enjoined from setting up or asserting any rights or claims under said License Agreement.


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
Plaintiff,)
vs.)
494.35 Acres of Land, More or Less,)
Situate in Pawnee and Creek Counties,)
Oklahoma and E. W. Pogue, et al, and)
Unknown Owners,)
Defendants.)

Civil No. 5051

FILED

OCT 13 1961

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

Tract(s) No(s). 2527
(Surface and Minerals)

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are)(is) tendered herewith for filing herein.

The Court finds that plaintiff and **Curtis P. Harris, Attorney, for E. W. Pogue**

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 2527, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **43,700.00**, inclusive of interest. The sum of \$ **38,066.00**, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 2527, is the sum of \$ **43,700.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **5,634.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 6 day of 1961.

APPROVED:
JOHN M. DREW, U. S. Attorney

[Signature]
JUDGE, United States District Court

/s/ N. C. Chatterton
N. C. CHATTERTON Attorney

Def. Judgment
Without Res. of Imps.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
514.12 Acres of Land, More or Less,)
Situate in Tulsa, Creek and Pawnee)
Counties, Oklahoma, and D. H. Kramer,)
et al and Unknown Owners)
Defendants.)

Civil No. 5127

OCT 13 1961

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

Tract(s) No(s). 2427

AMENDED JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the option and stipulation(§) entered into by the defendant(s) therein named and the plaintiff, which stipulation(§) (are)(§§) tendered herewith for filing herein.

The Court finds that plaintiff and **Eugene E. Moore, Earl Brown and Rush Elmore**

option and, defendant(s) herein, have, by the stipulation(§) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 2427, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **8,325.00**, inclusive of interest. The sum of \$ **7,950.00**, was deposited into the registry of this Court as estimated just compensation for said tract(§) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(§).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(§) set forth in the Complaint and Declaration of Taking in and to the land(§) hereinabove referred to, as said tract(§) (is)(§§) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(§) No(s). 2427, is the sum of \$ **8,325.00**, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **375.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 13 day of **October** 1961.

APPROVED:
JOHN M. IMEL, U. S. Attorney

by N. H. Young

JUDGE, United States District Court

By: W. O. CHATTERTON Attorney

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

PARALLEL TRUCK COMPANY,

Plaintiff,

v.

UNITED STATES OF AMERICA and
INTERSTATE COMMERCE COMMISSION,

Defendants,

C & H TRANSPORTATION CO., INC., and
JOHN-MANVILLE PRODUCTS CORPORATION,

Intervening Defendants.

CIVIL NO. 117

FILED

OCT 19 1934

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

JUDGMENT

In conformity with the memorandum opinion filed herein, the order of the Interstate Commerce Commission granting a certificate of public convenience and necessity to C & H Transportation Co., Inc. for the transportation of asbestos-cement pipe and conduit by motor carrier over irregular route from the plant of John-Manville Products Corporation, Denison, Texas, to points in 22 states, entered in Docket No. MC-69569, Sub 42 - C & H Transportation Co., Inc., Extension - Denison, Texas is set aside and the matter is remanded for further proceedings by the Commission in accordance with the views expressed in the memorandum opinion.

Done at Tulsa, Oklahoma, this 10th day of October,

1934

NOBLE C. HOOD, CLERK.

By *M. M. Ewing*
LAWYER

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
482.54 Acres of land, more or less,)
Situate in Creek, Osage and Rawhee)
Counties, Oklahoma, & H. J. Faribrough)
et al, and Unknown owners,)
Defendants.)

Civil No. 5219

OCT 18 1961

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

Tract(s) No(s). 4232 and E and
4232E-2

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (are) (is) tendered herewith for filing herein.

The Court finds that plaintiff and **Herbert J. Cline and Doris Leah Cline**

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 4232, 4232E & 4232E-2, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ 750.00, inclusive of interest. The sum of \$ 500.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 4232, 4232E & 4232E-2, is the sum of \$ 750.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ 250.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 18 day of October 1961.

APPROVED:
JOHN M. McEL, U. S. Attorney

L. H. ...
JUDGE, United States District Court

By: */s/ W. O. CHATTERTON*
W. O. CHATTERTON Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,
Plaintiff,
vs.
0.54 Acre of Land, More or Less,
Situate in Creek and Pawnee Counties,
Oklahoma, & First Baptist Church of
Mannford, et al, and Unknown Owners,
Defendants.

Civil No. 4781
OCT 19 1961
NOBLE C. HOOVER
CLERK, U. S. District Court
Tract(s) No(s). 1853

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the plaintiff and the defendant(s) therein named, which stipulation(s) (is)(are) tendered herewith for filing herein.

The Court finds that plaintiff and **First Baptist Church, Mannford, Oklahoma**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s) **1853**, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **28,000.00**, inclusive of interest. The sum of \$ **24,200.00** was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is)(are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s) **1853**, is the sum of \$ **28,000.00**, inclusive of interest, and the reservation by the above-named defendant(s) of the right to remove on or before **December 31, 1961**, (~~the~~(all)(building(s)) and improvement(s)) located thereon, having a (total) salvage value of \$ **1,000.00** ; ~~and~~ **but without deduction for such salvage value from the award of just compensation.**

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ **3,800.00**, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 17 day of October 1961.

APPROVED:
JOHN M. IMEL, U. S. Attorney

W. C. Chatterton

JUDGE, United States District Court

By: /s/ W. C. Chatterton

~~W. C. CHATTERTON~~ Attorney
W. C. CHATTERTON

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

National Live Stock Credit Corporation,)
a Corporation,)

Plaintiff,)

-vs-)

W. C. Row, et al.,)

Defendants.)

No. 5154-Civil

FILED

OCT 19 1961

J U D G M E N T

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

The above styled cause came on for hearing on the 27th day of June, 1961, on pre-trial conference and motions for summary judgment filed by the defendants, other than W. C. Row, the plaintiff, National Live Stock Credit Corporation, a corporation, appearing by its attorney, William G. Davisson; the defendant, W. C. Row, appearing by his attorneys, Tillman & Tillman; the defendant, Leo Spring, appearing by his attorney, Max F. Feldner; the defendant, S. M. Erwin, appearing by his attorney, George Briggs; the defendants Paul Woolery and Emmett Marcum, individually and as partners, appearing by their attorney, T. F. Dukes; the defendant, George Ray, dba Pawhuska Auction Sales Company, appearing by his attorney, George Briggs; and the defendant, Emmett Marcum, dba Hominy Sale Company, appearing by his attorneys, Houston, Klein & Davidson. Reference to the order on pre-trial and to the matters and things therein stated is here made.

The defendant, George Ray, dba Pawhuska Auction Sales Company, and the defendant, Emmett Marcum, dba Hominy Sale Company, and each of them, having filed answers in said cause disclaiming any interest in the mortgaged cattle involved in said cause and having further in open court at said hearing disclaimed any interest therein, it was then ordered that said

action be dismissed as to said named defendants, and each of them.

The defendants, Leo L. Spring, S. M. Erwin, and the defendants, Paul Woolery and Emmett Marcum, individually and as partners, having filed answers in said cause in which they admitted purchasing from W. C. Row some of the cattle described in plaintiff's mortgage but denying that they had any actual knowledge of plaintiff's mortgage, and further denying that they were given constructive notice thereof by the filing of the mortgage of record in the office of the County Clerk of Osage County for the following reasons, to-wit:

(1) That said mortgage was not witnessed in manner and form as required by the laws of the State of Oklahoma;

(2) That the witnesses to said mortgage were not present and did not see Row sign the mortgage;

(3) That the mortgage was not witnessed by two disinterested witnesses in that one of the witnesses, Harley Custer, is shown by the assignment to the Federal Intermediate Credit Bank to have been secretary of the corporation;

(4) That for said reasons said mortgage was not entitled to be filed and when filed did not give constructive notice of its existence to said defendants; and said defendants having further filed motions for summary judgment based on the grounds aforesaid, the court further ordered that said defendants so contending and the plaintiff file briefs in support of their respective contentions, which was accordingly done, and now on this 14th day of October, 1961, the court having considered said briefs and stipulations and admissions of the parties at said pre-trial hearing now finds as follows:

FINDINGS OF FACT.

1. That the witnesses to the mortgage executed by W. C. Row were not both present at the time of the execution of the

mortgage by the said W. C. Row; that said mortgage was signed by the said W. C. Row at Pawhuska, Oklahoma, in the presence of O'Dale Howard, one of the witnesses, only and that said mortgage was then mailed or otherwise transmitted to the office of the National Live Stock Credit Corporation in Oklahoma City where it was witnessed by Harley Custer, the other witness, and that when the said Harley Custer witnessed said mortgage the said W. C. Row was not present and that said witness did not actually see the mortgagor sign the mortgage.

2. As to the defendant, W. C. Row, the court having examined the pleadings filed herein by the plaintiff and by said defendant and having considered the exhibits offered and the admissions made at the pre-trial hearing is of the opinion and concludes that the answer filed by the said W. C. Row is insufficient to put in issue the allegations of plaintiff's petition and that the same should be taken as admitted.

The court, therefore, finds that as against the said W. C. Row the allegations of plaintiff's petition are true and that the defendant, W. C. Row, is indebted to the plaintiff, National Live Stock Credit Corporation, on the note sued upon herein in the sum of \$36,056.72, with interest at 6½% per annum from the 31st day of March, 1961, until paid, together with the costs of this action, and attorney's fees in the sum of \$3,605.67.

The court further finds that the mortgage involved herein is a good, valid, and subsisting mortgage as between the plaintiff, National Live Stock Credit Corporation, and the defendant, W. C. Row, and that it constitutes a valid lien on any of the mortgaged cattle therein described which have not been sold by said defendant but which are now owned by him, and that plaintiff is entitled to have said mortgage foreclosed and to have said livestock now owned by the said W. C. Row sold as provided by law to satisfy the aforesaid indebtedness.

C O N C L U S I O N S

1. The court concludes as a matter of law that such witnessing did not and does not comply with the provisions of the Oklahoma statute in such cases made and provided in that said statute provides that to entitle a mortgage to be filed of record the execution thereof by the mortgagor must have been witnessed by two witnesses who were present and saw him execute the same, and that by reason of the fact that the execution of the mortgage here involved was not so witnessed said mortgage was not entitled to be filed of record in the office of the County Clerk of Osage County, and the actual filing thereof did not give constructive notice to said defendants who purchased part of the mortgaged cattle from the mortgagor, W. C. Row, without actual notice of the existence of said mortgage, and that for said reason alone the motions of said named defendants for summary judgment should be sustained.

2. That the plaintiff, National Live Stock Credit Corporation, is entitled to have and to recover judgment against the defendant, W. C. Row, on the note sued upon herein in the sum of \$36,056.72, with interest at 6½% per annum from the 31st day of March, 1961, until paid, together with an attorney's fee in the sum of \$3,605.67, and the costs of this action, and that it is entitled to have and recover a further judgment against the said W. C. Row decreeing its mortgage to be a good, valid and subsisting mortgage constituting a valid lien on any of the mortgaged cattle therein described which have not been sold by the defendant, and that it is entitled to have said mortgage foreclosed as to any of said livestock now owned by the said W. C. Row.

J U D G M E N T

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court as follows, to-wit:

1. That for the sole and only reason set forth in paragraph # 1 of the Findings of fact above and in paragraph # 1 of the court's Conclusions of Law based on said Findings, the motions of the defendants, Leo Spring, S. M. Erwin, and the defendants, Paul Woolery and Emmett Marcum, individually and as partners, for summary judgment be and they are hereby sustained and said action is hereby dismissed as to said movants, and each of them, at the cost of the plaintiff, to all of which plaintiff excepts.

2. That the plaintiff, National Live Stock Credit Corporation, have and recover judgment against the defendant, W. C. Row, in the sum of \$36,056.72, with interest at 6½% per annum from the 31st day of March, 1901, until paid, and attorney's fees in the sum of \$3,605.67, together with the costs of this action.

3. That the mortgage sued upon by the plaintiff herein is a good, valid and subsisting mortgage as between the plaintiff and the said defendant, W. C. Row, and that it constitutes a valid lien on any of the following described property, to-wit:

332 Cattle, Branded " " on left hip and "J" on left hip.

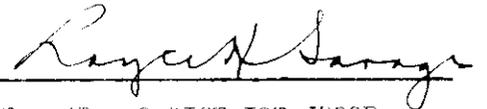
7 Steers, 2's, Angus and Whiteface,
avg. wt. 650#
41 Heifers, 2's, Mixed, avg. wt. 750#
18 Heifers, 1's, Angus, avg. wt. 600#
99 Heifers, 2's, Angus, avg. wt. 800#
42 Cows, 3 to 7, Reg. Angus and Whiteface,
avg. wt. 900#
62 Heifers, 2's, Whiteface, avg. wt. 800#
20 Weaners, Whiteface, avg. wt. 500#
23 Bulls, Reg. 1 and 2's, 1 Hereford, 22 Angus,
avg. wt. 650#
20 Baby Calves, Angus avg. wt. 150#

together with all natural increase and offspring of said livestock,

not heretofore sold by said defendant and which are now owned by him and which may be found by the plaintiff; that said mortgage be and it is hereby foreclosed as against any of the said livestock above described not heretofore sold by the said W. C. Row and now owned by him, and that plaintiff be and is

hereby authorized to cause said property to be levied upon, advertised, and sold at public outcry as provided by law to the highest bidder, the proceeds of such sale to be applied against the indebtedness due to the plaintiff as aforesaid, plaintiff to have execution for any unpaid balance remaining after the application of the proceeds of said sale.

4. That in case none of the mortgaged cattle aforesaid can be found in possession of the said defendant, W. C. Row, that execution issue herein against said defendant for the entire amount due to the plaintiff as herein adjudged.



UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)	
	Plaintiff,	
vs.)	Civil No. 4916
360.48 Acres of Land, More or Less,)	
Situate in Creek, Osage and Pawnee)	Tract No. H-822
Counties, Oklahoma, and Eli Post oak,)	
et al, and Unknown Owners,)	
	Defendants.	

DEFICIENCY JUDGMENT

Now on this 25th day of September 1961, this cause comes on for pretrial hearing. The plaintiff appears by Perry A. Krohn, Assistant United States Attorney, and the defendants J. Roy Tilley and Duell E. Tilley, his wife, appear by Spillers and Spillers, their attorneys.

Counsel for the defendants exhibits to the Court a certain deed executed and acknowledged December 28, 1955, by J. H. Tilley and Rose Tilley, husband and wife, to J. Roy Tilley and Duell E. Tilley, husband and wife, as joint tenants and with the right of survivorship, conveying to said grantees certain property in the original Town of Prue, Oklahoma, including the land identified as Tract No. H-822 herein, which deed was recorded November 13, 1959 in Book 130, at Page 39 of the records in the office of the County Clerk of Osage County, Oklahoma. Thereupon, the Court finds that J. Roy Tilley and Duell E. Tilley are the sole owners of Tract No. H-822 and are entitled to the entire award therefor.

Both parties, by counsel, waive a jury trial and submit the issue of just compensation to the Court for determination. Plaintiff introduces evidence of the value of Tract No. H-822 as of the date of taking in the amount of \$8,930.00. Counsel for the defendants declines to offer any evidence and offers to accept the sum of \$8,930.00, less \$835.00 for the salvage value of certain improvements reserved by the defendants.

Upon consideration of the evidence adduced as to value, the Court finds that the sum of \$8,930.00, less \$835.00 for salvage value of improvements reserved, or a net amount of \$8,095.00, inclusive of interest, is the just compensation to be paid by the plaintiff for the taking of the estate in Tract No. H-822, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause.

IT APPEARING that the sum of \$7,865.00 was deposited in the Registry of this Court as estimated just compensation for the taking by the plaintiff of the estate in Tract No. H-822, as set forth and described in the Declaration of Taking heretofore filed herein,

IT IS ORDERED that the United States of America, plaintiff herein, forthwith deposit in the Registry of this Court the deficiency in the amount of \$230.00, without interest.

Jurisdiction of this case is retained for the entry of further and appropriate orders and decrees.

Entered this 26th day of October 1961.


UNITED STATES DISTRICT JUDGE

APPROVED:

United States Attorney

BY 
W. O. Chatterton, Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

~~FILED~~ Jdgm't
with res.
of imp.
FILED

United States of America,
Plaintiff,
vs.
360.48 Acres of Land, More or Less,
Situate in Creek, Osage and Pawnee
Counties, Oklahoma, and Eli Post oak,
et al, and Unknown Owners,
Defendants.

Civil No. 4916

OCT 2 1961

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

Tract(x) No(x). H-824

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the plaintiff and the defendant(s) therein named, which stipulation(s) ~~(is)~~(are) tendered herewith for filing herein.

The Court finds that plaintiff and **Elsie Tilley, Betty Watts, Carolyn Layman, Joanne Cypert and Bonnie Jean Caldwell**, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(x) in Tract(x) No(x). H-824, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$ **3,100.00**, inclusive of interest. The sum of \$ **3,100.00** was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(x).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(x) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(x) (is)(are) described therein, is hereby confirmed; and

(B) The just compensation to be paid by the plaintiff for the taking of Tract(x) No(x). H-824, is the sum of \$ **3,100.00**, inclusive of interest, and the reservation by the above-named defendant(s) of the right to remove on or before **June 30, 1960**, (xxx)(all)(~~including~~) improvement(s) located thereon, having a (total) salvage value of \$ **240.00**.

~~(The Court hereby orders that the sum of \$3,100.00 be paid to the plaintiff by the defendant(s) on or before the date specified in the Declaration of Taking.)~~

~~IT IS ORDERED that the Clerk of this Court pay the sum of \$1,125.72 to the plaintiff, James Tilley and Elsie Tilley, individually and as Trustee for Billy Ray Tilley and Danny Tilley, minors.~~

~~IT IS ORDERED that the Clerk of this Court pay the sum of \$1,125.72 to the plaintiff, James Tilley and Elsie Tilley, individually and as Trustee for Billy Ray Tilley and Danny Tilley, minors.~~

IT APPEARING that there remains on deposit in the registry of this Court a balance of \$1,125.72 for Tract No. H-824, which should now be disbursed in accordance with the Order of this Court at pretrial hearing of this case on September 25, 1961,

IT IS ORDERED that the Clerk of this Court pay the sum of \$1,125.72 to:

James Tilley and Elsie Tilley, individually and as Trustee for Billy Ray Tilley and Danny Tilley, minors.

Entered this 21st day of October 1961.

APPROVED:
JOHN M. IMEL, United States Attorney

B. H. Savage
JUDGE, United States District Court

By: *W. O. Chatterton*
W. O. CHATTERTON Attorney

UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

THE WESTERN and SOUTHERN LIFE
INSURANCE COMPANY, a corporation,

Plaintiff

vs.

GEORGE E. O'CONNOR, EVA NITA
HOPKINS, G. W. BUNCE, MARY M.
BUNCE, JULIA S. GILPIN, GEORGIA
LEDER, GEORGIA P. CURL, FEROL
BLAINE, WANDA BLAINE, and
GILBERT MCKELLEN,

Defendants)

Civil Action No. 4923

FILED

APR 14 1961

NOBLE C. MOORE
Clerk U.S. District Court

DECREE

This cause coming on for trial this 14th day of April, 1961,
the following appearances were made:

Plaintiff, Eva Nita Hopkins, in person and by her attorney,
C. N. Haskell;

Defendants:

Julia S. Gilpin in person and by attorney, F. Paul Thieman;

Georgia Leder in person and by attorney, Charles P. Gotwals;

Ferol Blaine and Wanda Blaine in person and by attorneys,
R. James Unruh and Ted P. Gibson;

Gilbert McKellen in person and by attorney, Ernest E. Cluiow,
Jr.;

George E. O'Connor in person and by Phillip Hendricks,
Trustee in Bankruptcy, by his attorney, Fred W. Woodson, Jr.;

Eva Nita Hopkins in person and by attorney, C. N. Haskell;

and the parties present announced ready for trial.

Thereupon, the Court finds that this action was filed on
May 10, 1960, by The Western and Southern Life Insurance Company,
an Ohio corporation, with its principal place of business located
in Ohio, for the purpose of foreclosing a mortgage upon real estate
located in the City of Tulsa, Tulsa County, Oklahoma, within the
Northern District of Oklahoma, against George E. O'Connor, Eva Nita
Hopkins, G. W. Bunce, Mary M. Bunce, Julia S. Gilpin, Georgia Leder,

Ferol Blaine and Wanda Blaine, all of whom at the time of commencement of this action were citizens of Oklahoma, and Georgia F. Curl, a citizen of California and Gilbert McKellen, a citizen of Minnesota. The amount in controversy herein, exclusive of interest and costs, exceeds the sum of \$10,000.00.

The Court finds that thereafter Eva Nita Hopkins received an assignment of the note and mortgage sued upon herein in their entirety and thereby succeeded to the rights asserted in this action by The Western and Southern Life Insurance Company and by Order of this Court of September 27, 1960, Eva Nita Hopkins was substituted as Plaintiff herein.

Thereafter, by Order of October 11, 1960, Phillip Hendricks, Receiver by appointment of the District Court of Tulsa County, Oklahoma, in Cause No. 98956, and Andrew J. Spahr, both citizens of Oklahoma, were added as defendants herein, and Phillip Hendricks, Trustee in the Estate of George E. O'Connor, Bankrupt, Bankruptcy Case No. 9778 in this Court entered appearance and filed answer.

The Court finds that all of the defendants have been personally served with summons herein in the manner and within the time required by law, except the Defendant Gilbert McKellen, who has been properly served with Notice by Publication in the manner and within the time required by law, and the Court has jurisdiction of the subject matter and of the parties based on diversity of citizenship and amount in controversy.

Disclaimers have been filed herein by the Defendants G. W. Bunce, Mary M. Bunce and Andrew J. Spahr.

Georgia F. Curl and Phillip Hendricks, Receiver, being in default of appearance, answer or other plea although the time for such has long since expired, accordingly it is

ORDERED, ADJUDGED AND DECREED BY THE COURT that said Defendants have no right, title, interest, lien, estate, or claim of any kind involving the hereinafter described real property and that they be and hereby are perpetually enjoined from asserting any such.

Thereupon, the Court proceeded to hear and receive the evidence of the parties and upon the conclusion thereof took the cause under advisement.

Now, on this 19th day of October, 1961, the Court, having considered the pleadings, stipulations, evidence, briefs and argument of counsel and being fully advised in the premises,

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

1. Plaintiff is the owner of a valid first mortgage against the following described real property:

North Seventeen feet (17') of Lot Three (3) and
South Twenty-five feet (25') of Lot Four (4),
BAYNE ADDITION to the City of Tulsa, Tulsa County,
Oklahoma, according to the recorded plat thereof,

said mortgage having been made by Margaret A. O'Connor, a widow, and George E. O'Connor, her son, to Texas Prudential Insurance Company, a corporation, of Galveston, Texas, dated July 14, 1953, filed July 15, 1953, and recorded in Book 2392 at pages 629-631, in the office of the County Clerk of Tulsa County, Oklahoma, covering said property and securing the principal sum of \$35,000.00 evidenced by promissory note of the same date made by mortgagors to mortgagee, and which note and mortgage were thereafter validly assigned to The Western and Southern Life Insurance Company by assignment dated July 2, 1958, recorded in Book 2883, page 138, and thereafter validly assigned by Assignee to Eva Nita Hopkins, by assignment dated June 14, 1960, recorded in Book 3067, page 438.

That by reason of default under said note and mortgage, Plaintiff Eva Nita Hopkins is entitled to and hereby is awarded judgment against the Defendant George E. O'Connor for the principal sum of \$14,984.91 with interest at 10% per annum from February 15, 1960, until paid, amounting to \$2,514.09 as of this date; an attorney's fee of \$1,533.45; costs herein; and foreclosure of the mortgage against the subject property.

2. Plaintiff, upon her cross-complaint, is awarded judgment against the Defendant George E. O'Connor for reimbursement of advances made by her for payments on the first mortgage in the sum of \$5,099.71 with interest thereon from date of the advances until paid, amounting as of this date to \$847.12, and said principal and

interest, by subrogation, is a lien on the undivided one-half interest of George E. O'Connor in the subject property, to be foreclosed as a part of the first mortgage.

3. Plaintiff is, likewise, awarded judgment against the Defendant George E. O'Connor for reimbursement for one-half of the ad valorem taxes and insurance premiums paid by her in the total amount of \$1,884.07, with interest from date of each payment at 6% per annum until paid, amounting to \$206.07 as of this date, the said sums, by subrogation, to be included as part of the first mortgage and foreclosed therewith.

4. The deed from Margaret A. O'Connor to George E. O'Connor dated January 12, 1957, recorded in Book 2753, page 487, which represented conveyance of an undivided one-fourth interest in the subject property, is void as to Eva Nitz Hopkins, as Cross-Complainant, and to Defendants Gilbert McKellen and Georgia Leder.

5. Defendant Gilbert McKellen is awarded judgment in rem as to the M. A. O'Connor undivided one-fourth interest in the subject property for reimbursement of the principal sum of \$12,500.00 with interest at 6% per annum until paid, amounting to \$4,391.64 as of this date, said sums representing an equitable lien against said property, subject only to Plaintiff's first mortgage, and foreclosure is hereby granted.

6. Plaintiff, as Cross-Complainant, is awarded judgment against George E. O'Connor and in rem as to M. A. O'Connor's undivided one-fourth interest, subsequent only to Gilbert McKellen, in the sum of \$33,169.59 for excess advances made on improvements on the subject property, with interest at 6% per annum until paid, amounting at this date to \$5,256.36, all of which represents an equitable lien on the premises and foreclosure is hereby granted.

7. Defendant Georgia Leder is awarded foreclosure of her judgment lien, docketed as Case No. 93996 in the District Court of Tulsa County, Oklahoma, on September 12, 1957, securing the sum of \$16,165.27, with interest at 6% per annum until paid, amounting to

at this date,
\$3,979.34, said foreclosure being limited to the M. A. O'Connor undivided one-fourth interest, and being subsequent thereto only to Plaintiff's mortgage, McKellen's equitable lien and Hopkins' equitable lien.

8. Eva Rita Hopkins is awarded judgment against the Defendant George E. O'Connor for the principal sum of \$200.00, with interest at 6% per annum from December 22, 1959, amounting to \$21.81 as of this date, for reimbursement of \$200.00 advanced by her for payment of the Julia Gilpin mortgage, by subrogation under said mortgage.

9. Defendant Julia S. Gilpin is awarded judgment against George E. O'Connor for the principal sum of \$35,000.00, with interest at 6% per annum from December 8, 1958 to December 8, 1959, less \$200.00 credit thereon, and at 10% per annum from December 8, 1959, until paid, amounting at this date to \$8,316.66; an attorney's fee of \$3,600.00, and foreclosure of her mortgage made by George E. O'Connor to her, dated December 8, 1958, filed December 12, 1958, and recorded in Book 2925, page 180, covering the O'Connor undivided one-half interest in the subject property and securing the principal sum of \$35,000.00. Said mortgage is subsequent to Plaintiff's mortgage, McKellen's equitable lien, Hopkins' equitable lien and Leder's judgment lien as to the M. A. O'Connor undivided one-fourth interest, but as to the George E. O'Connor undivided one-fourth interest it is subsequent only to Plaintiff's mortgage and Hopkins' claim of subrogation for \$200.00 and interest thereon.

10. Defendants Ferol Blaine and Wanda Blaine are awarded judgment against George E. O'Connor for the principal sum of \$50,000.00 with interest at 6% per annum from March 10, 1960, until paid, amounting to \$4,824.97 at this date; an attorney's fee of \$5,000.00, and foreclosure of their mortgage. Blaines' mortgage is subsequent to the Gilpin mortgage and ranks next to it in the order specified in paragraph No. 9 next above.

11. Hopkins, on her Cross-Complaint for reimbursement of advances specified in paragraph No. 6, is entitled to resort, if

necessary, to the George E. O'Connor one-fourth interest after satisfaction of the Gilpin and Blaine mortgages and in addition thereto Hopkins is awarded judgment against George E. O'Connor for reimbursement of one-half of the expenses paid by her on the subject property, totaling \$761.84, or \$380.92 with interest at 6% per annum from date of advances until paid, amounting at this date to \$51.32, for which she has an equitable lien against the O'Connor one-half interest and foreclosure of same, subsequent to the Blaines' mortgage, is awarded.

12. The warranty deed from Margaret A. O'Connor and George E. O'Connor to Eva Nita Hopkins, dated October 5, 1953, filed October 6, 1953, and recorded in Book 2410, page 251, vested in Hopkins an undivided one-half interest in the subject property. There was no assumption of the first mortgage by Hopkins. As between O'Connors and Hopkins, the Hopkins' interest was not subject to the first mortgage, but the O'Connor retained one-half interest became primarily liable for the entire mortgage debt and Hopkins is hereby awarded exoneration of her one-half interest from the mortgage.

13. Plaintiff's first mortgage provides "Appraisement of said premises is hereby waived or not at the option of the Party of the Second Part, its successors or assigns" and Plaintiff has elected to have the premises sold with appraisement.

14. While the Hopkins' undivided one-half interest is not involved in this proceeding other than as subject to the first mortgage, and as to which the Court hereby decrees exoneration in favor of Hopkins' said interest, Hopkins has consented that her one-half interest be included with the O'Connor one-half interest in a sale of the premises with the view that it might result in a more equitable sale. Accordingly, it is decreed that the entire premises be offered for sale without prejudice to Hopkins' position as owner of an undivided one-half interest and her right to exoneration.

15. Upon failure of the Defendant George E. O'Connor to satisfy this judgment, the Clerk of this Court shall issue order of sale directed to the United States Marshal commanding him to levy

upon the above described real estate and, after having the same appraised as provided by law, that he proceed to advertise and sell the same according to law and deposit the purchase money arising from said sale with the Clerk, to be applied as follows:

- ~~THE PROCEEDS~~
- a) One-half of the appraised value of the property to Eva Nita Hopkins.
 - b) Out of the remaining balance, in payment of:
 1. The costs of said sale and of this action.
 2. Payment to Eva Nita Hopkins of the principal sum of \$14,984.91, with interest of \$2,514.09 to October 19, 1961, and thereafter on the principal at 10% per annum, and attorney fee of \$1,533.45 as in paragraph No. 1 hereof; and the principal sum of \$5,099.71 with interest of \$847.12 to October 19, 1961, and thereafter on the principal at 6% per annum, as in paragraph No. 2 hereof; and the principal sum of \$1,894.07 with interest of \$208.07 to October 19, 1961, and thereafter on the principal sum at 6% per annum as in paragraph No. 3.
 - c) Out of one-half of the remaining proceeds:
 - a) Gilbert McKellen of the principal sum of \$12,500.00 with interest of \$4,391.64 to October 19, 1961, and thereafter on the principal at 6% per annum as in paragraph No. 5.
 - b) To Eva Nita Hopkins of the principal sum of \$13,169.59 with interest of \$5,256.36 to October 19, 1961, and thereafter on the principal at 6% per annum, as in paragraph No. 6.
 - c) To Georgia Leder of the principal sum of \$16,165.27 with interest of \$3,979.34 to October 19, 1961, and thereafter on the principal at 6% per annum, as in paragraph No. 7.
 - d) Out of any balance left of said one-half of the remaining proceeds plus the remainder of the proceeds:
 - a) Eva Nita Hopkins the principal sum of \$200.00 and interest of \$21.31 to October 19, 1961, and thereafter on the principal at 6% per annum, as in paragraph No. 8.
 - b) Julia Gilpin the principal sum of \$35,000.00 with interest of \$8,316.66 to October 19, 1961, and thereafter on the principal at 10% per annum, and attorney's fee of \$3,600.00, as in paragraph No. 9.
 - c) Ferei Blaine and Wanda Blaine the principal sum of \$50,000.00 with interest of \$4,324.97 to October 19, 1961, and thereafter on the principal at 6% per annum, and attorney's fee of \$5,000.00, as in paragraph No. 10.
 - d) Eva Nita Hopkins the principal sum of \$380.92 with interest of \$51.32 to October 19, 1961, and thereafter on the principal at 6% per annum, as in paragraph No. 11.
 - e) The remainder, if any, to Phillip Hendricks, Trustee in Bankruptcy of George E. Connor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that from and after the sale of said lands and tenements under and by virtue of this judgment and decree, that the Defendants and all persons claiming under them since the commencement of this action be and are forever barred and foreclosed of and from all lien upon, right, title, interest, estate or equity, of, in or to said lands, tenements, or any part thereof.

/s/ ROYCE H. SAVAGE
Judge

APPROVED AS TO FORM:

/s/ C. N. HASKELL
C. N. Haskell, Attorney for
Eve Nita Hopkins, Plaintiff

/s/ F. PAUL THIEMAN
F. Paul Thieman, Jr., Attorney
for Julia Gilpin, Defendant

/s/ CHARLES P. GOTWALS, JR.
Charles P. Gotwals, Jr.,
Attorney for Georgia Leder,
Defendant

Ernest E. Clulow, Jr., Attorney
for Gilbert McKellen, Defendant

/s/ TED P. GIBSON
Ted P. Gibson, Attorney for
Ferol and Wanda Baine, Defendants

/s/ FRED W. WOODSON
Fred W. Woodson, Attorney
for Trustee in Bankruptcy

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

United States of America,)
Plaintiff,)
vs.)
780.51 Acres of Land, More or)
Less, Situate in Tulsa, Creek)
and Pawnee Counties, Oklahoma,)
and Carl H. Abel, Jr., et al,)
Defendants.)

Civil No. 4927

OCT 21 1961

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

Tract(s) No(s). 2539E

JUDGMENT ON STIPULATION

On this day this cause comes on for consideration on the stipulation(s) entered into by the defendant(s) therein named and the plaintiff, which stipulation(s) (is) (are) tendered herewith for filing herein.

The Court finds that plaintiff and **Jerry M. Cunningham and wife, Dortha D. Cunningham**

, defendant(s) herein, have, by the stipulation(s) above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate(s) in Tract(s) No(s). 2539E, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of \$50.00, inclusive of interest. The sum of \$25.00, was deposited into the registry of this Court as estimated just compensation for said tract(s) upon the filing of the Declaration of Taking herein. The Court has jurisdiction of the parties and the subject matter of this action. Service of process has been perfected either personally or by publication of notice, as prescribed by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant having compensable interests in the subject tract(s).

IT IS, THEREFORE, BY THE COURT ORDERED AND ADJUDGED:

(A) The vesting in plaintiff of title to the estate(s) set forth in the Complaint and Declaration of Taking in and to the land(s) hereinabove referred to, as said tract(s) (is) (are) described therein, is hereby confirmed;

(B) The just compensation to be paid by the plaintiff for the taking of Tract(s) No(s). 2539E, is the sum of \$50.00, inclusive of interest; and

(C) The plaintiff shall forthwith deposit into the registry of this Court the deficiency in the amount of \$ 25.00, without interest.

Jurisdiction of this cause is retained for the entry of further and appropriate orders and decrees.

Entered this 26th day of October 1961.

APPROVED:
JOHN M. IMEL, U. S. Attorney

By: W. O. Chatterton
W. O. CHATTERTON Attorney

N. H. Savage
JUDGE, United States District Court

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

United States of America,
For the use of Bearden Plumbing & Heating Company,
a corporation;
Bearden Plumbing & Heating Company, a corporation

Plaintiffs

v.

The Trane Company, a Wisconsin corporation;
Johnson Service Control Company, a Wisconsin
corporation

Involuntary Plaintiffs

and

Manhattan Construction Company, an Oklahoma
corporation; General Sheet Metal Company,
an Oklahoma corporation; Oklahoma Electrical
Supply Company, Inc., an Oklahoma Corporation;
Monty Wise, doing business as Wise Electric
Company; Star Electric Supply Company, a
partnership of Carl C. Beesley, Fred Mitchell,
& W. Ray Cox; Standard Accident Insurance
Company, a Michigan Corporation; Armstrong
Contracting & Supply Corporation, a Delaware
corporation

Defendants.

CIVIL NO. 5012

JOURNAL ENTRY OF JUDGMENT

The above entitled action came on regularly for trial before
the Court without a jury on the 21st, 22nd and 23rd days of August, 1961, and
the Use Plaintiff appearing by its attorneys, John M. Freese, Esquire,
Irvine E. Ungerman, Esquire and James R. Unruh, Esquire, and the
defendants Manhattan Construction Company and Standard Accident Insurance
Company appearing by their attorneys, David M. Thornton, Esquire, and
Rayden E. Weaver, Esquire.

The evidence, testimony and stipulations of counsel having been
presented to this Court and Reports of the Special Master having been filed,
approved, accepted, and adopted, the Court makes the following findings.

FINDINGS OF FACT

1. On or about the 27th day of June, 1958 Contract No. BA 34-066-EG-5623 for the principal sum of One Million Three Hundred Thirty-three Thousand Three Hundred Thirty Dollars (\$1,333,330.00) more or less was entered into by and between the United States of America and Defendant, Manhattan Construction Company, whereby and wherein such Defendant did agree to perform certain work and to furnish certain materials in connection with and construction of premises known as the Air National Guard Facilities, Tulsa County, Oklahoma, all in accordance with the terms and provisions of such contract.
2. On or about the 27th day of June, 1958, Defendant, Manhattan Construction Company, purchased and obtained a certain payment and performance bond No. 18204 for the principal sum of Six Hundred Sixty-Six Thousand Six Hundred Sixty-five Dollars (\$666,665.00) in which said Defendant, Manhattan Construction Company, was principal and Defendant, Standard Accident Insurance Company, was surety and that such parties did therein bind themselves unto the United States of America in the penal sum of Six Hundred Sixty-six Thousand Six Hundred Sixty-five Dollars (\$666,665.00) jointly and severally to make bond payment to all persons supplying labor and materials in the prosecution of the work provided for in the aforesaid contract.
3. On or about July 7, 1958 Defendant, Manhattan Construction Company, entered into a subcontract with the Use Plaintiff, Bearden Plumbing & Heating Company, calling for the furnishing of certain labor and materials in the general nature of heating, plumbing and air conditioning; that the subcontract price was Two Hundred Seventy-seven Thousand Three Hundred Sixty-two Dollars (\$277,362.00); that said amount was subsequently increased by the mutual agreement of the Use Plaintiff and Defendant, Manhattan Construction Company, to the amount of Two Hundred Eighty-four Thousand Five Hundred Ninety-one and 48/100 Dollars (\$284,591.48); that

said contract required the Use Plaintiff to complete the work required thereby on or before August 1, 1959; that thereafter said completion date was extended by the mutual agreement of the Use Plaintiff and Defendant, Manhattan Construction Company, to January 19, 1960.

4. That the Use Plaintiff in the performance of its obligation by the aforesaid subcontract made and entered into certain agreements and contracts with other suppliers of labor and materials some of whom are Involuntary Plaintiffs named herein and some of whom are defendants other than Defendants, Manhattan Construction Company and Standard Accident Insurance Company.

5. That at the time this action was filed Use Plaintiff, Bearden Plumbing & Heating Company, was indebted to the Involuntary Plaintiffs and defendants hereinafter named in the amount set opposite their names, to-wit:

Monty Wise d/b/a/ Wise Electric Company	\$ 1,345.64
Trane Company	13,239.87
Johnson Service Control Co.	<u>9,336.60</u>
	\$23,922.21;

that thereafter Defendant, Manhattan Construction Company, paid the above named Involuntary Plaintiffs and Defendant the amounts set forth for the use and benefit of the Use Plaintiff; that thereafter said action was dismissed by the appropriate order of this Court as to such Involuntary Plaintiffs and Defendant.

6. That by appropriate order of this Court the Use Plaintiff's Fifth Cause of Action was dismissed as to Defendant, Starr Electric Supply Company, a partnership of Carl C. Beesley, Fred Mitchell and W. Ray Cox.

7. That during the performance of the aforesaid subcontract Defendant, Manhattan Construction Company, paid to the Use Plaintiff Two Hundred Thirty-nine Thousand Four Hundred Seventeen and 60/100 Dollars (\$239,417.60) and in addition paid on behalf of and for the use of Use Plaintiff

Bearden Plumbing & Heating Company the above named sum of Twenty-three Thousand Nine Hundred Twenty-two and 21/100 Dollars (\$23,922.21) thereby leaving a net amount due to the Use Plaintiff under its subcontract the sum of Twenty-one Thousand One Hundred Sixty-One and 76/100 Dollars (\$21,161.76).

8. That by stipulation of the parties involved and by an appropriate order of this Court the controversies existing between the Use Plaintiff and Defendants, General Sheet Metal Company, Armstrong Contracting and Supply Corporation and Oklahoma Electrical Supply Company were submitted to Special Master, Robert W. Santee, Esquire, for determination; that on the 19th day of May, 1961, this Court adopted, approved and accepted the findings of the Special Master and rendered joint and several judgments in favor of the last named defendants against the Use Plaintiff and Defendants, Manhattan Construction Company and Standard Accident Insurance Company; said judgments were as follows: General Sheet Metal Company in the amount of \$5,025.40 with interest at the rate of six percent (6%) per annum from February 1, 1960 until paid; Armstrong Contracting and Supply Corporation in the amount of \$9,238.00 with interest thereon at six percent (6%) per annum from March 18, 1961 until paid; Oklahoma Electrical Supply Company in the amount of Three Thousand Nine Hundred Fifty-seven and 80/100 Dollars (\$3,957.80) with interest thereon at the rate of six percent (6%) per annum from May 19, 1961 until paid; that the last named judgment in favor of Defendant, Oklahoma Electrical Supply Company was reduced by the Use Plaintiff to the sum of Three Thousand Five Hundred Eighty-three and 95/100 (\$3,583.95) including interest and costs; that Defendant, Manhattan Construction Company, paid on behalf of and for the use of the Use Plaintiff, the above named judgments, i.e.,

General Sheet Metal Company	\$ 5,452.57
Armstrong Contracting and Supply Corporation	9,489.56
Oklahoma Electrical Supply Company	<u>3,583.95</u>
Total judgments paid by Defendant, Manhattan	\$18,526.08

9. That upon the payment of such judgments by Defendant, Manhattan Construction Company, for the benefit and use of the Use Plaintiff, there was due and payable to the Use Plaintiff under the aforesaid subcontract the sum of Two Thousand Six Hundred Thirty-five and 68/100 Dollars (\$2,635.68).

10. That the Use Plaintiff did not complete the aforesaid subcontract on the agreed extended date of completion, viz., January 19, 1960; that as a result thereof Defendant, Manhattan Construction Company, expended certain monies to complete the aforesaid subcontract; that by the appropriate order of this Court the determination of the necessary and reasonable cost incurred by Defendant, Manhattan Construction Company in the completion of the aforesaid subcontract was assigned to Special Master, Robert S. Santee, Esquire; that the report of the Special Master was filed with this Court on the 12th day of September, 1961 and was accepted, approved and adopted; that the Special Master found that the necessary and reasonable cost to Manhattan for completing the aforesaid subcontract was Twelve Thousand Two Hundred Sixty-two and 71/100 Dollars (\$12,262.71).

11. That under the aforesaid subcontract claims for additional work, in order to be recoverable by the Use Plaintiff, must have been authorized in writing by Defendant, Manhattan Construction Company; the claims alleged by the Use Plaintiff in its Second Cause of Action for additional work were not authorized in writing by Defendant, Manhattan Construction Company.

12. That Defendant, Manhattan Construction Company, admitted liability on Plaintiff's Third Cause of Action; that by appropriate order of this Court the determination of the monetary extent of this admitted liability was referred to Special Master, Robert M. Santee, Esquire; that on September 12, 1961 the Special Master filed his report and said report was accepted, approved and adopted; that the Special Master found that Defendant, Manhattan Construction Company was liable to the Use Plaintiff to the extent of Two Thousand Forty-five Dollars (\$2,045.00).

13. That under the aforesaid subcontract, Defendant, Manhattan Construction Company, was required to supply water to the Use Plaintiff; that Defendant, Manhattan Construction Company did not supply sufficient water to the Use Plaintiff; that the Use Plaintiff incurred expense in supplying water; that the reasonable cost incurred by the Use Plaintiff in supplying water is One Thousand Dollars (\$1,000.00).

14. That by stipulation of the parties the Use Plaintiff's Sixth Cause of Action was dismissed.

15. That by stipulation of the parties the Defendant, Manhattan Construction Company's Second Cause of Action was dismissed.

16. That by stipulation of the parties Defendant, Manhattan Construction Company shall recover from the Use Plaintiff Seven Hundred Thirty-nine and 89/100 Dollars (\$739.89) in satisfaction of said Defendant's claim asserted in paragraph 1 of its First Cause of Action.

17. That by stipulation of the parties Defendant, Manhattan Construction Company shall recover from the Use Plaintiff One Thousand Five Hundred Fifty-three and 17/100 Dollars (\$1,553.17) in satisfaction of said Defendant's claim asserted in Paragraph 2 of its First Cause of Action.

18. That by stipulation of the parties Defendant, Manhattan Construction Company shall recover from the Use Plaintiff Nine Hundred Ninety-nine and 20/100 Dollars (\$999.20) in satisfaction of said Defendant's

claim asserted in Paragraph 4 of its First Cause of Action.

WHEREUPON, the Court, based upon the above findings of fact finds that the net amount due to Defendant, Manhattan Construction Company, from the Use Plaintiff, Bearden Plumbing & Heating Company is Nine Thousand Eight Hundred Seventy-three and 99/100 Dollars (\$9,873.99) determined as follows:

Amounts due to Bearden:

Balance due under subcontract	\$21,161.76
Amount due for Supplying Water	1,000.00
Amount due for Firing Boilers	<u>2,045.00</u>

Total Amount due to Bearden: \$24,206.76

Amount due to Manhattan:

For completion of subcontract	\$12,262.71
Claim for water closets	1,563.17
Claim for back charges	999.20
Claim for concrete bases	739.59
Payment made to Bearden's subcontractors	<u>18,526.08</u>

Total amount due to Manhattan: \$34,080.75

Less amount due to Bearden: 24,206.76

Net amount due to Manhattan \$ 9,873.99

CONCLUSIONS OF LAW

The Court concludes as follows:

1. That the Use Plaintiff, Bearden Plumbing & Heating Company breached its subcontract of July 7, 1958 with Defendant, Manhattan Construction Company when it failed to complete said subcontract on or before the extended completion date of January 19, 1961.

2. That because of said breach, Defendant, Manhattan Construction Company, is entitled to recover from the Use Plaintiff, Bearden Plumbing & Heating Company, the reasonable and necessary cost expended in the completion of such subcontract; that the Special Master has found that the reasonable and necessary cost is Twelve Thousand Two Hundred Sixty-two and 77/100 Dollars (\$12,262.71); that the Special Master's report is accepted, approved and adopted; that Defendant, Manhattan

Construction Company shall recover from the Use Plaintiff Twelve Thousand Two Hundred Sixty-two and 71/100 Dollars (\$12,262.71).

3. That the Use Plaintiff take nothing by reason of its Second Cause of Action and said Cause of Action is hereby dismissed for the reason that the subcontract between the Use Plaintiff and Defendant, Manhattan Construction Company required the Use Plaintiff to furnish all material and labor necessary to complete the work required by such subcontract for the consideration stated therein as increased by the mutual agreement of the parties; that by virtue of the terms of said subcontract any claims for additional work performed by the Use Plaintiff were not to be considered as extra work unless such additional work was done in pursuance of a written order signed by Defendant, Manhattan Construction Company; that said work alleged in the Use Plaintiff's Second Cause of Action was not done in pursuance to a written order of the Defendant, Manhattan Construction Company.

4. That the Use Plaintiff, Bearden Plumbing & Heating Company, is entitled to recover under its Third Cause of Action Two Thousand Forty-five Dollars (\$2,045.00) from the Defendant, Manhattan Construction Company as determined by the Special Master in his report filed on the 14th day of September, 1961.

5. That the Use Plaintiff is entitled to recover under its Fourth Cause of Action One Thousand Dollars (\$1,000.00) from the Defendant, Manhattan Construction Company.

6. That by stipulation of the parties, Defendant, Manhattan Construction Company, is entitled to recover on its First Cause of Action Seven Hundred Thirt, -nine and 99/100 Dollars (\$739.99) from the Use Plaintiff.

7. That by stipulation of the parties, Defendant, Manhattan Construction Company is entitled to recover under paragraph 2 of its First Cause of Action One Thousand Five Hundred Fifty three and 17/100 Dollars (\$1,553.17) from the Use Plaintiff.

8. That by stipulation of the parties, Defendant, Manhattan Construction Company, is entitled to recover under paragraph 4 of its First Cause of Action Nine Hundred Ninety-nine and 20/100 Dollars (\$999.20) from the Use Plaintiff.

9. That by virtue of the payment by Defendant, Manhattan Construction Company, of the judgments entered herein in favor of Defendants, General Sheet Metal Company, Armstrong Contracting and Supply Corporation, and Oklahoma Electrical Supply Company, which judgments were entered jointly and severally against the Use Plaintiff and Defendants, Manhattan Construction Company and Standard Accident Insurance Company, Defendant, Manhattan Construction Company, is entitled to recover from the Use Plaintiff the total of such judgments Eighteen Thousand Five Hundred Twenty-six and 68/100 Dollars (\$18,526.68)

10. That the sum due to the Use Plaintiff under its sub-contract with Defendant, Manhattan Construction Company at the time this matter came on for trial was Twenty-one Thousand One Hundred Sixty-one and 76/100 Dollars (\$21,161.76) and that said Use Plaintiff is entitled to recover from Defendant, Manhattan Construction Company said sum of Twenty-one Thousand One Hundred Sixty-one and 76/100 Dollars (\$21,161.76).

IT IS THEREFORE ADJUDGED AND DECREED by the Court that the Defendant, Manhattan Construction Company, do have and recover of and from the Use Plaintiff, Bearden Plumbing & Heating Company, giving credit to the sums awarded to the Use Plaintiff and Defendant, Manhattan Construction Company herein, the principal sum of Nine Thousand Eight Hundred Seventy-three and 99/100 Dollars (\$9,873.99) with interest at the rate of six percent (6%) per annum from and after

the date of entry of this order of judgment, until paid and all costs of this action.

For all of which, let execution issue.

Royce H. Savage
Judge

Approved:

James Greese
James Greese
Lagerman, Gruber, Ungerman, Leiter & Unruh

By James Unruh
ATTORNEYS FOR USE PLAINTIFF

Thornton & Weaver

By David M. Hunt

ATTORNEYS FOR DEFENDANTS, MANHATTAN
CONSTRUCTION COMPANY and STANDARD
ACCIDENT INSURANCE COMPANY

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

FILED

OCT 2 1981

BJ SERVICE, INC.,
Plaintiff,

v.

THE DOW CHEMICAL COMPANY,
Defendant.

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

CIVIL ACTION NO. 5047

THE DOW CHEMICAL COMPANY,
Plaintiff,

v.

BJ SERVICE, INC.,
Defendant.

CIVIL ACTION NO. 5125
Transferred

FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND JUDGMENT

The above entitled causes having been consolidated for the purpose of trial, the party BJ SERVICE, INC. having assumed, for the purpose of the trial, the position of Plaintiff, and being referred to hereinafter as Plaintiff, and the party THE DOW CHEMICAL COMPANY having assumed, for the purpose of trial, the position of Defendant, and being hereinafter referred to as Defendant, and said causes having come on regularly for trial, the Court makes the following Findings of Fact, Conclusions of Law, and Judgment, pursuant to the provisions of Rule 52 of the Federal Rules of Civil Procedure, which shall be applicable to both of said causes:

FINDINGS OF FACT

I.

Plaintiff is a corporation organized under the laws of the State of Delaware and has its principal place of business in Long Beach, California.

II.

Defendant is a corporation organized under the laws of the State of Delaware and has a regular and established place of business in Tulsa, Oklahoma, in the Northern District of Oklahoma.

III.

On July 17, 1956 United States Letters Patent No. 2,754,910 were issued to The Chemical Process Company, a corporation of the State of Ohio, upon an application filed on April 27, 1955 by James V. Derrick and Lloyd H. Kaltenberger, assignors to The Chemical Process Company.

IV.

Since the issuance of said Letters Patent No. 2,754,910, the entire right, title and interest in and to said Letters Patent has become vested in Plaintiff, as successor in interest to said The Chemical Process Company, and Plaintiff still owns all such right, title and interest in and to said Letters Patent No. 2,754,910.

V.

United States Letters Patent No. 2,754,910, the patent in suit, describes a method of temporarily closing perforations in a well casing and relates to the art of well treating.

VI.

In the art of well treating, fluid is injected under pressure into a well from the surface thereof and into the producing formation or formations through which the well extends to improve recovery of oil, gas and the like therefrom.

VII.

Such fluid may be an acid which chemically attacks a formation, and when such an acid is used for this purpose, the well treating process is referred to in the art as acidizing. This form of well treatment came into use in the early 1930's and has continued to date.

VIII.

Such fluid may also be an oil, water or other liquid including acid which fractures a formation, in which case the well treating process is referred to in the art as fracturing. This form of well treatment came into use around 1949-1950 and has continued to date. In it, sand particles are commonly suspended in the treating fluid and are deposited in the rock fracture to serve as props. One practice included the use of a gelled treating fluid to suspend the sand, and the use of an agent to break the gel within the formation in order to permit removal of the treating fluid by out-flowing oil upon removal of pump pressure on the fluid.

IX.

Well treating is and long has been conducted in two types of wells; first, those which are referred to as cased hole wells and second, those which are referred to as open hole wells.

X.

A cased hole is one in which casing is set in place in the well bore through the producing formation or formations. An open hole well is one in which no casing is set through said producing formation or formations.

XI.

It is and since the early 1930's has been a common practice in the well industry to cause the annulus of a cased hole well between the producing formation or formations and the casing to be filled with a cement sheath and to provide communication between the interior of the casing and the producing formation or formations by providing a plurality of perforations through the casing and cement sheath by the use of a jet or gun perforator.

XII.

In a substantial number of wells, whether cased hole or open hole, certain zones of the producing formation, or certain ones of several separated producing formations, are of greater permeability than other zones or other producing formations, i.e., offer less resistance to fluid flow thereinto, and therefore more readily accept a treating fluid, with the result that treatment of the less permeable zones or formations is prevented or inhibited.

XIII.

"Selective" well treatment is a type of treatment in which, by one means or another, a more permeable zone or formation is sealed off to divert the flow of fluid into one or more less permeable zones or formations susceptible of penetration by the fluid at the higher pressure caused or made possible by the stoppage of flow into the more permeable zone or formation.

This is sometimes done by a single step of sealing and diversion, and sometimes by a succession of steps of sealing and diversion. In the years 1956, 1957, 1958, 1959 and 1960, 32.7%, 21.6%, 23.6%, 18.75% and 23.4%, respectively, of the selective well treating jobs conducted by Defendant were conducted in open hole wells as distinguished from cased holes. Such percentages are representative of the industry generally, and the percentages for Plaintiff are approximately the same.

XIV.

Plaintiff and Defendant themselves and through their predecessors are and for a long time have been actively engaged in the oil well servicing business within the United States, and for a long time have been actively engaged in well treating for hire, including selective well treating in both open and cased holes; Plaintiff enjoys less than ten per cent (10%) of domestic well treating business, whereas Defendant with another, Halliburton Company, enjoy the majority of such domestic well treating business.

XV.

For over twenty-five (25) years selective well treating, in particular acidizing, in perforated cased and open holes has been practiced in the United States, and prior to the invention of the patent in suit various expedients had been resorted to in order to obtain the required fluid diversion necessary to said selective well treating practice.

XVI.

The expedients used prior to the invention of the patent in suit have variously consisted of packers and bridge plugs, fluids of different densities, and formation blocking and plugging agents; with the exception of packers and bridge plugs, all such expedients relied upon the introducing into or the contacting of the earth formation itself for effectiveness and none were capable of effecting the required fluid diversion in perforated cased holes from within the casing.

XVII.

The use of packers and bridge plugs involved relatively expensive and complicated equipment and time-consuming well operations, and when used in cased holes such packers and bridge plugs were incapable of diverting fluid from an individual perforation to another individual perforation, the packers and bridge plugs serving in any one setting simply to block off a selected group of perforations.

XVIII.

The use of fluids of different densities was unreliable and unsatisfactory.

XIX.

Formation blocking and plugging agents were and still are used in both cased holes and open holes, and were of two types from the standpoint of their mechanics of blocking, viz., (a) deep sealing temporary blocking agents which are pumped relatively far back into the formation as a fluid and develop a gel structure to plug off the permeability; and (b) bridging temporary blocking agents which block by bridging at or near the well bore and effect an impermeable seal. The latter are exemplified by the so-called "moth balls" (granulated naphthalene) and "Fixafrac solids", which are graded granular solids, of irregular individual granule shape, ranging in size from coarse fines up to about a quarter inch. These solids are either added to the treating fluid or are suspended in a special gelled fluid vehicle which is pumped down the well at the appropriate time. When and wherever the carrying fluid enters a formation, the solids are strained out and build up so-called bridge plugs by an action in which the larger granules, when caught, restrict the flow passages and cause smaller granules

to be caught progressively until finally the accumulation of fines completes the plug. In open hole wells, these bridge plugs form on the exposed face of the formation or in any cracks or fractures large enough to accept the granules. In cased hole wells, because the largest granules are somewhat smaller than the perforations, these bridge plugs form within the perforations (i.e., outside the casing and in contact with the formation) and, if there are cracks in the casing or in the cement behind the casing, the bridging action occurs at or within any such other flow passages. The "moth balls" and "Fixafrac solids" are self-destroying in time, respectively, by dissolving in the formation oil or by a chemical reaction that liquefies them.

XX.

The formation blocking and plugging agents, all of which relied upon operation outside the casing, while commercially used to divert fluids in selective well treating operations had the disadvantages of lack of positive control, reliability and the capability of being reasonably predictable in respect to amount needed, had the disadvantages of relative expensiveness, and their use involved the danger of formation contamination or permanent plugging of the well with consequent decrease or loss of production.

XXI.

The method taught and claimed in the patent in suit constitutes a method of temporary perforation plugging in cased hole wells to divert treating fluid from perforations opposite permeable formations by introducing into the treating fluid plugging elements, balls in commerce, larger than the perforations, to seat against perforations opposite the more permeable formations while pressure is applied to the treating fluid so as to divert fluid through perforations opposite less permeable formations to facilitate selective well treatment.

XXII.

The description of the patent in suit sets forth such method sufficiently to enable any person skilled in the well treating art to use the method, and the claims of the patent in suit particularly point out and distinctly claim the invention of such method.

XXIII.

The method of temporary perforation plugging taught in and claimed by the patent in suit is highly effective and simply involves, in commerce, the placing of nylon or rubber balls, of a number determined by the perforations to be closed, in the treating fluid to operate, individual perforation by individual perforation, within the casing, thus avoiding the time-consuming manipulation of complicated packer and bridge plug operations and the lack of control, reliability, inability to estimate amount needed, expense, and dangers of well plugging and formation contamination inherent in materials working directly on or in the formation such as exemplified by the formation blocking and plugging agents.

XXIV.

Some doubt is entertained as to whether there was a long-felt want for the invention of the patent in suit although there had long been a need for an improved method of selective treatment of wells.

XXV.

The method described and claimed in the patent in suit was immediately taken up by industry upon its introduction into commercial use in 1956 and since then has replaced the formation blocking and plugging agents in substantial measure in commercial selective well treating operations in the United States; such method has been largely satisfactory and preferred by those in the oil industry.

XXVI.

The prior art relied upon by Defendant consisted of (a) patents and publications describing the selective treating of wells, using so-called "moth balls" and "Fixafac" solids as bridging temporary blocking agents of the self-destroying graded granular type, together with a few job records of Defendant concerning their prior use; and (b) publications of the M. M. Kinley Company describing a method of removing compacted sand or mud from the annular space between a tubing and a casing set in a well, to permit removal of the tubing. These do not anticipate the method of the patent in suit, and in the light of them it cannot be said that the patentees' accomplishment is lacking in the novelty requisite to sustain the patent.

XXVII.

The method described and claimed in the patent in suit is not anticipated by the prior patents, publications or uses or other prior art relied upon by Defendant, whether considered individually or in any combination and would not have been obvious to one skilled in the art to which the invention pertains in the light of such prior art or otherwise at the time of the invention thereof by Derrick and Kaltenberger.

XXVIII.

Derrick and Kaltenberger were the original and first inventors of the subject matter described and claimed in the patent in suit.

XXIX.

The claims of the patent in suit were involved in three certain interference proceedings in the United States Patent Office before the Board of Interference Examiners wherein the question of priority of invention was raised as between the

patentees, Derrick and Kaltenberger; the party Simmons, assignor to The Western Company; the party Crail, assignor to Halliburton Company; and the party Dyer, assignor to Defendant.

XXX.

In such interference proceedings evidence was taken and the issue of priority fully and carefully considered by the United States Patent Office on such evidence; as a result of such interference proceedings, Derrick and Kaltenberger were determined by the Patent Office to be the first inventors of the invention described and claimed in the patent in suit.

XXXI.

In such interference proceedings, the party Simmons failed to establish that he had reduced the invention defined by the claims of the patent in suit to practice by a certain well test of April 21, 1955 or any other well test prior to April 27, 1955, the date upon which Derrick and Kaltenberger reduced to practice the invention described and claimed in said patent in suit.

XXXII.

The well test of April 21, 1955 failed to convince those skilled in the art who evaluated the test that the Simmons process was ready for commercialization.

XXXIII.

The well test of April 21, 1955 was inconclusive in that those skilled in the art at the time of such test could not determine that the test was successful, in the light of their knowledge at that time, and it was the opinion of those skilled in the art that further tests would have to be conducted to evaluate the commercial practicality of the process.

XXXIV.

Defendant introduced no new or different evidence with respect to any alleged prior invention by the party Simmons, and Defendant relied on the same evidence upon which the United States Patent Office, by its Board of Interference Examiners, awarded priority to the parties Derrick and Kaltenberger; this Court is not thoroughly convinced that the Patent Office erred in its award of priority. The evidence does establish convincingly that each of the other three parties had conceived the method of the patent and had disclosed it to others prior to the filing date of the patentees, who presented no evidence of conception prior to their filing date.

XXXV.

Stanolind Oil and Gas Company, a major producing company, and skilled in the art of well treating to whom the party Crall disclosed his conception of the method involved in the aforesaid interference proceedings failed to appreciate the merit thereof and refused to go forward with any development of said method.

XXXVI.

There is no evidence in the record that Sinclair Oil and Gas Company, a major producing company, and skilled in the art of well treating, to whom the party Dyer disclosed his conception of the method involved in the aforesaid interference proceedings did other than ignore Dyer's disclosure.

XXXVII.

The party Dyer disclosed his conception of said method to Defendant long prior to the time the patent in suit issued and Defendant not only failed to appreciate the merit of the concept, but ignored it until commercialization of the perforation plugging process described and claimed in the patent in suit; immediately thereafter, Defendant became a large commercial user of such process.

XXXVIII.

The patent in suit has been accorded wide recognition throughout the oil industry and numerous servicing companies pay substantial royalties to Plaintiff pursuant to licenses granted by Plaintiff permitting use of the method therein described and claimed.

XXXIX.

Defendant admits infringement of the patent in suit, and particularly claim 1 thereof; Defendant further admits that it has used, inter alia, nylon and neoprene jacketed nylon balls in such infringement; and Defendant has infringed and threatens to continue to infringe claims 1, 2, 3 and 4 of the patent in suit.

CONCLUSIONS OF LAW

I.

This Court has jurisdiction of the subject matter of the causes of action put in issue by the pleadings by virtue of the provisions of § 1338(a) of Title 28 U.S.C.

II.

United States Letters Patent No. 2,754,910 were duly and legally issued on July 17, 1956 and Plaintiff and its predecessor in interest at all times material herein has been and is now the owner of the entire right, title and interest in and to said Letters Patent.

III.

United States Letters Patent No. 2,754,910 and each of the claims thereof is good and valid at law.

IV.

The decision of the United States Patent Office, by the Board of Interference Examiners, with respect to the issue of priority in Interferences Nos. 88,729, 88,730 and 88,731 involving said Letters Patent is controlling in the present action unless the contrary has been established by testimony which carries thorough conviction, and Defendant has not sustained its burden of proof in this respect.

V.

The method described and claimed in said Letters Patent is inventive.

VI.

Defendant has infringed claims 1, 2, 3 and 4 of said Letters Patent.

VII.

Plaintiff is entitled to a judgment against Defendant that said Letters Patent, and each of the claims thereof, is good and valid at law and that claims 1, 2, 3 and 4 thereof have been infringed by Defendant.

VIII.

Plaintiff is entitled to a judgment against Defendant enjoining Defendant from practicing the method described and claimed in claims 1, 2, 3 and 4 of said Letters Patent and from infringing said claims.

IX.

Defendant is entitled to a judgment of noninfringement of claims 5, 6, 7 and 8 of said Letters Patent.

X.

Plaintiff is entitled to an accounting for damages for said infringement.

XI.

Plaintiff is entitled to recover from Defendant its costs incurred herein.

Judgment will be entered accordingly.

JUDGMENT

In accordance with the above Findings of Fact and Conclusions of Law,

IT IS ORDERED, ADJUDGED and DECREED that:

1. Plaintiff is the owner of the entire right, title and interest in and to United States Letters Patent No. 2,754,910, together with all rights of action for infringement thereof by Defendant.
2. United States Letters Patent No. 2,754,910, and each of the claims thereof, is good and valid at law.
3. Defendant has infringed claims 1, 2, 3 and 4 of said Letters Patent No. 2,754,910.
4. Defendant has not infringed claims 5, 6, 7 and 8 of said Letters Patent No. 2,754,910.
5. Defendant shall account to Plaintiff for damages arising from Defendant's infringement of Letters Patent No. 2,754,910 by its use of the method described and claimed in claims 1, 2, 3 and 4 thereof, together with such costs and interest as may be fixed by the Court.
6. An injunction shall issue out of and under the Seal of this Court enjoining Defendant, its officers, agents, servants, employees and those persons, companies or corporations in active concert or participation with it from practicing the method described in claims 1, 2, 3 and 4 of United States Letters Patent

No. 2,754,910, during the term thereof, either directly or indirectly, and from infringing either directly or indirectly said claims 1, 2, 3 and 4 of said Letters Patent No. 2,754,910.

7. The taxing of costs will await final judgment.

DATED this 26 day of Oct., 1961.

Royce H. Savage
United States District Judge

The foregoing Findings of Fact, Conclusions of Law, and Judgment are hereby approved as to form.

James H. Hanes
Attorney for Defendant