UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

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| United States of America,<br><br>Plaintiff,<br><br>vs.<br><br>419.26 Acres of Land, More or Less, Situate in Rogers County, Oklahoma, and Harry J. Tappe, et al, and Unknown Owners,<br><br>Defendants. | CIVIL ACTION NO. 4728<br><br>Tracts Nos.: E-568E-1<br>E-568E-2<br>E-568E-3 |
| United States of America,<br><br>Plaintiff,<br><br>vs.<br><br>99.21 Acres of Land, More or Less, Situate in Nowata and Rogers Counties, Oklahoma, and Edith Rose, et al, and Unknown Owners,<br><br>Defendants. | CIVIL ACTION NO. 4895<br><br>Tract No. E-568E-4 |
| United States of America,<br><br>Plaintiff,<br><br>vs.<br><br>38.15 Acres of Land, More or Less, Situate in Nowata and Rogers Counties, Oklahoma, and H. L. Marcus, et al, and Unknown Owners,<br><br>Defendants. | CIVIL ACTION NO. 4959<br><br>Tract No. E-568E-5 |

# J U D G M E N T

1.

On May 6, 1963, this matter, as to the captioned tracts, came on for trial, and the parties having waived a jury, the case was tried to the Court, before the Honorable Allen E. Barrow, Judge of the United States District Court for the Northern District of Oklahoma. The defendants, Loyd Bible and Ruby Bible, appeared by their attorney, Warren Watkins. All other defendants did not appear. After hearing the evidence and being fully advised in the premises, the Court finds:

2.

This judgment applies only to the estates condemned in the tracts enumerated in the caption above, as such estates and tracts are described in the Complaints and Declarations of Taking filed herein.

3.

The Court has jurisdiction of the parties and the subject matter of these actions.

4.

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

5.

The Acts of Congress set out in paragraph 2 of the Complaints filed herein give the United States of America the right, power and authority to condemn for public use the subject tracts of land. Pursuant thereto, on July 2, 1959, as to Civil Action No. 4728, on March 24, 1960 as to Civil Action No. 4895, and on July 6, 1960 as to Civil Action No. 4959, the United States of America filed its Declarations of Taking of such tracts of land, and title to the tracts included in the respective cases should be vested in the United States of America, as of the dates of filing of the respective Declarations of Taking.

6.

Simultaneously with filing of the Declarations of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of the subject tracts certain sums of money and none of these deposits has been disbursed as set out in paragraph 11 below.

7.

The decrease in the fair cash market value, as of the dates of taking, of the subject farm unit, caused by the taking of the above described tracts, is the sum of $4047.40, and such amount should be adopted as the total award of just compensation for the taking of such estates.

8.

A deficiency exists between the total amount deposited as estimated just compensation for subject tracts and the amount fixed by the Court as just compensation, and a sum of money sufficient to cover such deficiency should be deposited by the Government. Such deficiency is set out in paragraph 11 below.

The defendants named in paragraph 11 as owners of subject tracts are the only defendants asserting any interest in the estates condemned herein, all other defendants having either disclaimed or defaulted; the named defendants are the owners of such estates, as of the dates of taking, and, as such, are entitled to receive the awards of just compensation.

10.

It Is, Therefore, ORDERED, ADJUDGED, AND DECREED that the United States of America has the right, power, and authority to condemn for public use the subject tracts, described in the Complaints and Declarations of Taking filed herein, and such property, to the extent of the estates described and for the uses and purposes indicated in the Declarations of Taking filed herein, is condemned, and title thereto is vested in the United States of America, as of the dates of the respective Declarations of Taking, and all defendants herein and all other persons are forever barred from asserting any claim thereto.

11.

It Is Further ORDERED, ADJUDGED, AND DECREED that on the dates of taking, the owners of the estates condemned herein in subject tracts were the defendants whose names appear in the schedule below; the right to just compensation for the estates taken herein in subject tracts is vested in the defendants so named, and the sum of $4,047.40 is adopted as the total award of just compensation for the estates taken in the subject tracts. Such sum should be allocated among the respective tracts and disbursed to the respective owners as shown in the schedule as follows, to-wit:

TRACTS NOS. E-568E-1 THROUGH E-3 IN
CIVIL ACTION NO. 4728

Owners:

Loyd Bible and
Ruby Bible

| | | |
|---|---|---|
| Award of just compensation - - - - - - - - - - - - - | $3,445.00 | $3,445.00 |
| Deposited as estimated compensation - - - - - - - - - - - - - - - - - | | $3,075.00 |
| Disbursed to owners - - - - - - - - - - - - - - - - | None | |
| Balance due to owners - - - - - - - - - - - - - - - - | $3,445.00 | |
| Deposit deficiency - - - - - - - - - - - - - - - - - - - - - - - - - - | | $370.00 |

- - - - - - - - - - - -

TRACT NO. E-568E-4 IN CIVIL
ACTION NO. 4895

Owners:

Loyd Bible and
Ruby Bible were owners.

Frank Bushfield owned an oil and gas lease
which covered part of this tract.

Award of just compensation:

| | | | |
|---|---|---|---|
| For surface - - - - - - - - - - | $248.40 | | |
| For minerals - - - - - - - - - - | 60.00 | | |
| Total - - - - - - - - - - | | $308.40 | $308.40 |

Deposited as estimated compensation:

| | | | |
|---|---|---|---|
| For surface - - - - - - - - - - | $150.00 | | |
| For minerals - - - - - - - - - - | 50.00 | | |
| Total - - - - - - - - - - - - - - - - - - | | | $200.00 |
| Disbursed to owners - - - - - - - - - - - - - - - | | None | |
| Balance due to owners - - - - - - - - - - - - - - | | $308.40 | |
| Deposit deficiency - - - - - - - - - - - - - - - - - - - - - - - - | | | $108.40 |

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TRACT NO. E-568E-5 IN CIVIL
ACTION NO. 4959

Owners:

Loyd Bible and
Ruby Bible

| | | | |
|---|---|---|---|
| Deposited as estimated compensation - - - - - - - - - - - - - - - - | | | $600.00 |

Award of just compensation:

| | | | |
|---|---|---|---|
| For surface - - - - - - - - - - - | $269.00 | | |
| For minerals - - - - - - - - - - - | 25.00 | | |
| Total - - - - - - - - - - - - - - | | $294.00 | $294.00 |
| Disbursed to owners - - - - - - - - - - - - - - - - | | None | |
| Balance due to owners - - - - - - - - - - - - - - - - | | $294.00 | |
| Deposit surplus - - - - - - - - - - - - - - - - - - - - - - - - - - | | | $306.00 |

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It Is Further ORDERED that the Clerk of this Court shall transfer the deposit for E-568E-4 in Civil Action No. 4895 and the deposit for E-568E-5 in Civil Action No. 4959 to the deposit for E-568E-1 through E-3 in Civil Action No. 4728 so that all disbursals may be made from one deposit.

It Is Further ORDERED that the United States of America shall deposit in the Registry of this Court the total deficiency for all the subject tracts in the amount of $172.40 together with interest on such deficiency computed as follows: on the sum of $370.00 at the rate of 6% per annum from July 2, 1959 to the date of deposit of the subject deficiency, and on the sum of $108.40 at the rate of 6% per annum from March 24,1960 to the date of deposit of the subject deficiency. The foregoing sums shall be placed, by the Clerk, in the deposit for Tracts Nos. E-568E-1 through E-3 in Civil Action No. 4728.

The Clerk of this Court then shall disburse from the deposit for Tracts Nos. E-568E-1, E-2, and E-3 in Civil Action No. 4728, certain sums as follows:

> To Loyd Bible, Ruby Bible and Frank Bushfield, jointly, the sum of $60.00 plus interest computed on $10.00 at the rate of 6% per annum from March 24, 1960 to the date of the deposit of the above described deposit deficiency.
>
> To Loyd Bible and Ruby Bible, jointly, the balance of the funds then on deposit for Tracts Nos. E-568E-1 through E-3.

ALLEN E. BARROW

UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow

HUBERT A. MARLOW
Assistant U. S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

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|---|---|---|
| United States of America,<br><br>Plaintiff,<br><br>vs.<br><br>760.42 Acres of Land, More or Less, Situate in Nowata and Rogers Counties, Oklahoma, and Mrs. O. C. (Corrinne) Cash, et al, and Unknown Owners,<br><br>Defendants. | ) | CIVIL ACTION NO. 4856<br><br>Tract No. K-1147 |

J U D G M E N T

1.

On May 6, 1963, this cause, as to the captioned tract, came on for trial, and the parties having waived a jury, the case was tried to the Court, before the Honorable Allen E. Barrow, Judge of the United States District Court for the Northern District of Oklahoma. Plaintiff, United States of America, appeared by Hubert A. Marlow, Assistant United States Attorney, for the Northern District of Oklahoma. The defendants, Orville A. Libby and Ellard R. Libby, appeared by their attorney, Warren Watkins. The defendants Fannie McCartlin and J. R. Hinton, did not appear. After hearing the evidence and being fully advised in the premises, the Court finds:

2.

This judgment applies only to the estate condemned in Tract No. K-1147, as such tract and estate are described in the Declaration of Taking and the Complaint filed herein.

3.

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

4.

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

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power, and authority to condemn for public use the subject tract, as such tract is particularly

described in such Complaint. Pursuant thereto, on February 19, 1960, the United States of America filed its Declaration of Taking of a certain estate in such described land, and title to such property should be vested in the United States of America as of the date of filing such instrument.

6.

Simultaneously with filing herein the Declaration of Taking, there was deposited in the Registry of this Court, as estimated compensation for the taking of subject tract, a certain sum of money, all of which has been disbursed as shown in paragraph 11.

7.

Fair market value of the estate condemned herein in subject tract is $8,490.00 and such sum should be adopted as the award of just compensation for the estate taken in the subject tract.

8.

A deficiency exists between the amount deposited as estimated compensation and the amount fixed herein as the award of just compensation for subject tract, and a sum of money sufficient to cover such deficiency should be deposited by the Government. Such deficiency is set out in paragraph 12 below.

9.

The defendants named in paragraph 12 as owners of subject tract are the only defendants asserting any interest in the estate condemned in subject tract, all other defendants having either disclaimed or defaulted; the named defendants are the owners of such estate, as of the date of taking and as such, are entitled to receive the award of just compensation for such estate.

10.

It Is, Therefore, ORDERED, ADJUDGED AND DECREED that the United States of America has the right, power, and authority to condemn for public use the tract named in paragraph 2 herein, as such tract is particularly described in the Complaint and Declaration of Taking filed herein; and such tract, to the extent of the estate indicated and for the uses and purposes described in such Declaration of Taking, is condemned, and title thereto is vested in the United States of America as of the date of filing the Declaration of Taking, and all defendants herein and all other persons interested in such estate are forever barred from asserting any claim thereto.

11.

It Is Further ORDERED, ADJUDGED AND DECREED that on the date of taking, the owners of the estate condemned herein in subject tract were the defendants whose names appear in paragraph 12 below; the right to just compensation for the estate taken in this tract is vested in the parties so named.

12.

It Is Further ORDERED, ADJUDGED AND DECREED that the sum of $8,490.00 hereby is adopted as the award of just compensation for the estate condemned herein in subject tract, as shown in the schedule as follows, to-wit:

TRACT NO. K-1147

Owners:

Lessor interest:

Fannie McCartlin - - - - - - - - - - - - - - 1/2
J. R. Hinton - - - - - - - - - - - - - - - - 1/2

Lessee interest:

Orville A. Libby and
Ellard R. Libby - - - - - - - - Working interest
J. R. Hinton - - - - - - - - - - 1/16 ORR interest

Award of just compensation for entire estate taken - - - - - - - $8,490.00

Allocation of award, disbursals and balances due:

| Owners | Share of Award | Amount Disbursed | Balance Due |
|---|---|---|---|
| Fannie McCartlin | $500.00 | $500.00 | None |
| J. R. Hinton | $850.00 | $625.00 | $225.00, plus interest |
| Orville A. Libby and Ellard R. Libby | $7,140.00 | $5,667.00 | $1,473.00, plus interest |

Deposited as estimated compensation - - - - - - - - - - - - - - - $6,792.00

Deposit deficiency - - - - - - - - - - - - - - - - - - - - - - - - $1,698.00

- - - - - - - - - - - -

13.

It Is Further ORDERED, ADJUDGED AND DECREED that the United States of America shall pay into the Registry of this Court for the benefit of the owners the deficiency amount of $1,698.00, together with interest thereon at the rate of 6% per annum from February 19, 1960, until the date of deposit of such deficiency amount, and such sum shall be placed in the deposit for

subject tract in this civil action. The Clerk then shall disburse from the deposit for the subject tract certain sums as follows:

To J. R. Hinton the sum of $225.00 plus 13.3% of the interest on the deposit deficiency.

To Orville A. Libby and Ellard R. Libby, jointly, the sum of $1,473.00 plus 86.7% of the interest on the deposit deficiency.

ALLEN E. BARROW
UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow

HUBERT A. MARLOW
Assistant U. S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

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|---|---|
| United States of America,<br><br>Plaintiff,<br><br>vs.<br><br>760.42 Acres of Land, More or Less, Situate in Nowata and Rogers Counties, Oklahoma. and Mrs. O. C. (Corrinne) Cash, et al, and Unknown Owners,<br><br>Defendants. | CIVIL ACTION NO. 4856<br><br>Tract No. T-2023 |
| United States of America,<br><br>Plaintiff,<br><br>vs.<br><br>283.77 Acres of Land, More or Less, Situate in Nowata County, Oklahoma, and Lillian M. Coker Sweaney, et al, and Unknown Owners,<br><br>Defendants. | CIVIL ACTION NO. 4867<br><br>Tract No. T-2023 |

FILED

J U D G M E N T

1.

NOW, on this 15th day of May, 1963, this matter comes on for disposition on application of the plaintiff, United States of America, for entry of Judgment on the Report of Commissioners filed herein on May 1, 1963, and the Court after having examined the files in these actions and being advised by counsel for the plaintiff, finds that:

2.

The Court has jurisdiction of the parties and the subject matter of these actions.

3.

This Judgment applies only to the lessor interest in the estate taken in Tract No. T-2023 in Civil Action No. 4856 and to the entire estate taken in Tract No. T-2023 in Civil Action No. 4867, as such tracts are described in the Complaints and the Declarations of Taking, filed in such civil actions.

4.

Service of Process has been perfected either personally or by publication notice as provided by Rule 71A of the Federal Rules of Civil

Procedure on all parties defendant in this cause, who are interested in subject tracts.

5.

The Acts of Congress set out in paragraph 2 of the Complaints filed herein give the United States of America the right, power and authority to condemn for public use the subject tract of land. Pursuant thereto, on February 19, 1960, as to Civil Action No. 4856 and on March 1, 1960, as to Civil Action No. 4867, the United States of America filed its Declarations of Taking of certain estates in such tract of land, and title to such property should be vested in the United States of America, as of the date of filing the respective Declarations of Taking.

6.

On the filing of the Declarations of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of the described estates in the subject tract, certain sums of money and part of these deposits has been disbursed as set out in paragraph 11 below.

7.

The Commissioners appointed to hear the issue of just compensation have filed herein, on May 1, 1963, their report of such hearing, and such report should be approved and adopted as a finding of fact as to the fair market value of the subject property.

8.

Certain owners of fractional interests in the subject property and the United States of America have executed and filed herein Stipulations As To Just Compensation wherein they have agreed that just compensation for such owners respective fractional interests in the estates taken in the subject property is in the amounts shown as compensation in paragraph 12 below, and such stipulations should be approved.

9.

This Judgment will create a deficiency between the amounts deposited, in the two civil actions involved, as estimated just compensation for the estates taken in the subject tract and the amount fixed by the Court as the award of just compensation, as shown in paragraph 12 below, and the plaintiff should deposit a sum of money sufficient to cover such deficiency.

10.

The defendants named in paragraph 12 as owners of subject tract are the only defendants asserting any interest in the estates condemned herein; all other defendants having either disclaimed or defaulted; the named defendants are the owners of the respective interests in such estates as designated and, as such, are entitled to receive the just compensation therefor.

11.

It Is, Therefore, ORDERED, ADJUDGED AND DECREED that the United States of America has the right, power, and authority to condemn for public use the subject tract, as such tract is described in the Declarations of Taking and the Complaints filed herein, and such property, to the extent of the estates indicated and for the uses and purposes described in the Declarations of Taking filed herein, is condemned, and title thereto is vested in the United States of America, as of the date of filing the Declarations of Taking, and all defendants herein and all other persons are forever barred from asserting any claim thereto.

12.

It Is Further ORDERED, ADJUDGED AND DECREED that the right to receive just compensation for the estates taken herein in subject tract is vested in the defendants whose names appear below in this paragraph, in proportion to the fractional interest set opposite their respective names; the Report of Commissioners filed May 1, 1963, is hereby confirmed and the sums therein fixed are adopted as just compensation for those interests in the subject property not settled by stipulation. The Stipulations As To Just Compensation mentioned in paragraph 8 herein, are approved and the sums fixed therein are adopted as just compensation for the fractional interests covered by such stipulations, all as shown by the following schedule:

TRACT NO. T-2023 IN CIVIL ACTION 4856 AND
IN CIVIL ACTION 4867, COMBINED

(Includes lessor interest only in 4856 but entire estate taken in 4867.)

| Owners and Interest Owned | Allocation of Award of Just Compensation | Disbursed To Owners | Balance Due To Owners |
|---|---|---|---|
| Hattie Mae Kennedy - 1/2 | By stipulation and Commissioners' Report - - $1,325.00 | $900.00 | $425.00 plus 32.903% of the interest on deposit deficiency |
| Lillian A. Wyly - 1/18 (Only heir of Albert Sidney Wyly, deceased) | By stipulation - - $116.11 | $116.11 | None |
| Mildred Watts - 1/18 (Executrix of the estate of Zoe A. Watts, deceased) | By stipulation - - $116.11 | $116.11 | None |
| Robert F. Wyly - 1/36 | By Commissioners' Report - - - $72.22 | $66.11 | $6.11, plus 5.591% of the interest on the deposit defic. |
| Sidney M. Wyly - 1/36 | By Commissioners' Report - - - $72.22 | None | $72.22, plus 5.591%* |
| Bert Lawton - 1/18 | By stipulation - - $118.89 | $118.89 | None |
| Thurman Wyly - 1/54 | By Commissioners' Report - - - $48.15 | None | $48.15, plus 3.728%* |
| Leah Greever - 1/54 | By Commissioners' Report - - - $48.15 | None | $48.15, plus 3.728%* |
| Percy Wyly, II - 1/54 | By Commissioners' Report - - - $48.15 | None | $48.15, plus 3.728%* |
| William Percy Johnston - 1/54 | By Commissioners' Report - - - $48.15 | $38.70 | $9.45, plus 3.728%* |
| Vivian Rawlins - 1/54 | By Commissioners' Report - - - $48.15 | $38.70 | $9.45, plus 3.728%* |
| Jimmy Johnston - 1/54 | By Commissioners' Report - - - $48.15 | None | $48.15, plus 3.728%* |
| Ollie Belle Lester - 1/18 | By Commissioners' Report - - - $144.44 | None | $144.44, plus 11.182%* |
| C. W. Knott - 1/36 | By Commissioners' Report - - - $72.22 | None | $72.22, plus 5.591%* |
| William K. Harris - 1/36 | By Commissioners' Report - - - $72.22 | $58.06 | $14.16, plus 5.591%* |
| Aubrey Matthews - 1/45 | By Commissioners' Report - - - $57.78 | None | $57.78, plus 4.473%* |
| Dean Owens - 1/45 | By Commissioners' Report - - - $57.78 | None | $57.78, plus 4.473%* |
| John W. Maddox - 1/90 | By Commissioners' Report - - - $28.89 | None | $28.89, plus 2.237%* |
| Totals - - - - - - - | $2,542.78 | $1,452.68 | $1,090.10 |
| Deposited as estimated compensation in both cases - - - - | $2,090.00 | | *of the interest on the deposit deficiency |
| Deposit deficiency - - - - - - | $452.78 | | |

It Is Further ORDERED, ADJUDGED AND DECREED that the United States of America shall pay into the Registry of this Court for the benefit of the landowners the deposit deficiency in the amount of $452.78, together with interest on such deficiency at the rate of 6% per annum from February 19, 1960, until the date of deposit of such deficiency sum; and such sum shall be placed in the deposit for subject tract in Civil Action No. 4856.

When such deficiency deposit has been made, the Clerk of this Court shall transfer the balance on hand in the deposit for Tract No. T-2023 in Civil Action 4867 to the deposit for Tract T-2023 in Civil Action 4856, and then disburse from such deposit the balances due to the respective owners together with their proportionate share of the interest on the deposit deficiency as shown in paragraph 12. Provided that since no addresses are known for Leah Greever, Jimmy Johnston, C. W. Knott, and Dean Owens, no disbursal shall be made at this time to such defendants.

ALLEN E. BARROW
UNITED STATES DISTRICT JUDGE

APPROVED:

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

UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| United States of America, Plaintiff, vs. Osage Apartments, Inc., et al. Defendants. | ) | Civil No. 3160 |

FILED
MAY 15 1963
NOBLE C. HOOD
Clerk, U. S. District Court

ORDER

This matter comes on for hearing this 30th day of April 1963, upon Plaintiff's Motion for an Order determining the ownership and legal title to certain chattels located upon the premises of the Osage Apartments, Tulsa, Oklahoma.

Plaintiff appeared by its Counsel, Sam E. Taylor, Assistant United States Attorney for the Northern District of Oklahoma, and the Defendant, North Side State Bank, by its counsel, F. C. Swindel and the Defendant, Osage Apartments, Inc., appears by its counsel, Robert G. Brown, who also appears for Mrs. Mildred Tutty, President and owner of the Osage Apartments, Inc.

The Court being fully advised in the premises, finds that the stoves, refrigerators, and furnaces, a description of which is attached hereto, marked Exhibit "A" and made a part hereof, are the property of the Defendant, Osage Apartments, Inc., and have by the terms of plaintiff's real estate mortgage heretofore foreclosed in this action, become fixtures and a part of the real property described therein, that by virtue of said mortgage and in accordance with the judgment heretofore entered in this cause on October 11, 1962, plaintiff has a first and prior lien upon said stoves, refrigerators and furnaces.

The Court further finds that the Defendant, North Side State Bank, by virtue of its chattel mortgage heretofore foreclosed by the judgment entered herein on October 11, 1962, has a first and prior lien upon certain chattels, a description of which is attached hereto marked Exhibit "B" and made a part hereof and is entitled to immediate possession of said chattels.

The Court further finds that certain chattels, a description of which is attached hereto, marked Exhibit "C" and made a part hereof are not and were not on November 1, 1960, the date of default upon plaintiff's note and mortgage herein, property of the Defendants, Osage Apartments, Inc., but were and have been at all times, the personal property of Mrs. Mildred Tutty, president and owner of Osage Apartments, Inc.

It Is Therefore Ordered, Adjudged and Decreed that the Plaintiff, United States of America, has a first and prior lien upon the stoves, refrigerators and furnaces described in Exhibit "A" hereof, same having become fixtures and a part of the real estate described in plaintiff's real estate mortgage heretofore foreclosed by judgment of this Court entered on October 11, 1962.

It Is Further Ordered, Adjudged and Decreed that the Defendant, North Side State Bank has a first and prior lien upon the chattels described in Exhibit "B" hereof, by virtue of their chattel mortgage heretofore foreclosed by judgment entered herein on October 11, 1962, and that said Defendant have and recover immediate possession of said chattels.

It Is Further Ordered, Adjudged and Decreed that the chattels described in Exhibit "C" hereof, not being the property of the Defendant, Osage Apartments, Inc. but being the personal property of Mrs. Mildred Tutty, president and owner of the Defendants, Osage Apartments, Inc., that the receiver herein, O. B. Johnston, release possession of said chattels to Mrs. Mildred Tutty.

UNITED STATES DISTRICT JUDGE

APPROVED:

SAM E. TAYLOR
Assistant United States Attorney

F. C. SWINDEL
Attorney for North Side State Bank

ROBERT G. BROWN
Attorney for Osage Apartments, Inc.
and Mrs. Mildred Tutty

EXHIBIT 'A'

| | |
|---|---|
| 1 | Luxaire Furnace & Fittings No. SH-100 (closet furnace) |
| 1 | Homart closet furnace, Serial No. 61173 |
| 1 | Welbilt Gas Range H.G. 330-41057 |
| 1 | Westinghouse Refrig. #WL 440784 |
| 1 | Admiral Refrig. #2985694 |
| 1 | Welbilt Electric Stove #52-75393 |
| 1 | Gibson Refrigerator #GL 100B-1610853 |
| 1 | Coldspot Refrig. #R 362100 |
| 1 | Welbilt Elect. Stove # 52-75786 |
| 1 | Roper Gas Range #F 189644 |
| 1 | Hotpoint Elect. Stove #7652249 |
| 1 | Crosley Shelvadore Refrig. #MA 93060968 |
| 1 | MW Refrig # A 934896 |
| 1 | Westinghouse Refrig. # 5518984 |
| 1 | Firestone Gas Range # 680 |
| 1 | Norge Refrig. # 409978 |
| 1 | Int. Harv. Refrig. # 0035018 |
| 1 | Hot Point Electric Stove # 1230444 |

EXHIBIT "B"

Steel Spring
Mattress
Mattress and Springs
Double Dresser
Camden Bed
Box Springs and Mattress
5 pc. Metal Dinnette
3/4 Box Spring
Inner Spring Mattress
2 Occasional chairs
2 Lamps
2 Lamps
Inner Spring Mattress
Inner Spring Mattress
Chest - (Bed Missing)
Charcoal Chair (Divan Missing)
Occasional Chair
Coffee table
2 Step tables
Coffee table
2 Lamps
Camden Double Dresser
4/6 Camden Bed
Coffee table
2 Step tables
Coffee table
2 Step tables
2 Lamps
2 Step tables
1 Lamp
2 Lamps
Varnado Air Conditioner
RCA Air Conditioner
RCA Air Conditioner
RCA Air Conditioner
2 pc. Kroeler Sectional - Gray or Brown
Walnut BRS 3 piece #190
(Hollywood Bed Frame
(Box Springs and Mattress - 4/6 size
Double Dresser Baldman-Cammings
Double Dresser #646 and Mirror
2 pc. BRS # 2560, Lime Oak, and steel spring
Simmons Ace 4x6 Steel Spring
BRS-3pc- BC Bed, Blond Mahogany

EXHIBIT "C"

| | |
|---|---|
| 1 | 5 piece Duncan-phife dinette suite, mahog. |
| 1 | mahog. coffee table, Duncan-phife |
| 2 | mahog. end tables |
| 1 | 4-x6 rug |
| 1 | 5 piece grey dinette (pink chairs) |
| 1 | 5 piece pink breakfast suite |
| 1 | 4-drawer mahog. chest |
| 1 | 4-drawer mahog. chest |
| 2 | tall mahog. end tables |
| 1 | grey double dresser |
| 1 | hollywood bed frame |
| 1 | 2-piece brown living room suite |
| 1 | 3-piece sectional divan |
| 1 | black wire chair |
| 6 | blond end tables |
| 2 | blond corner tables |
| 1 | blond step table |
| 1 | mahog. coffee table |
| 3 | mahog. step tables (all same no.) |
| 1 | 7 piece green breakfast suite |
| 1 | green occasional chair |
| 1 | 3 piece walnut bedroom suite |
| 1 | 2 piece blond bed room suite |
| 4 | pairs of curtains |
| 5 | pairs of curtains |

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

| | | |
|---|---|---|
| GRAND RIVER DAM AUTHORITY, a public corporation, | ) | |
| Petitioner, | ) | |
| vs. | ) | CIVIL 5471 |
| 11 TRACTS OF LAND, et al., | ) | |
| Defendants. | ) | |

FILED

MAY 16 1963

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

JUDGMENT

AS TO
TRACT NO. 11 (4 MF 7 + FE, 4 MF 11 + FE,
and 4 MF 14 Rev.)

NOW, on this 13th day of May, 1963, there comes on for hearing, pursuant to regular assignment, the application of the petitioner herein for a judgment approving the commissioners' report heretofore filed in this proceeding, as to the real estate hereinafter specifically described.

Thereupon, the Court proceeded to hear and pass upon said application, petition for condemnation, report of commissioners, and all other matters herein, and finds that:

1. Each and all of the allegations of said petition for condemnation are true, and the Grand River Dam Authority is entitled to acquire property by eminent domain for the uses and purposes therein set forth.

2. In said petition for condemnation, a statement of the authority under which, and the public use for which the estate in said land was taken, was set forth.

3. A proper description of the land sufficient for the identification thereof is set out in said petition for condemnation and a statement of the estate or interest in said land taken for said public use is set out therein.

4. The, proper, and legal notice of the application of the Grand River Dam Authority for the appointment of commissioners herein was served upon each and all of the defendants named in said petition for condemnation as required by law and order of this Court.

The Court hears evidence and finds that the returns as filed by the United States Marshals are true and correct, and that the same are in accordance with law.

The Court further finds that the publication notice and affidavit of the publisher, as filed herein, are in all respects in accordance with the law in such cases made and provided and the same are hereby approved by this Court.

5. The Court finds that the commissioners appointed herein to appraise and fix the damages occasioned by the taking of the estate in the land involved in this proceeding, duly qualified by taking and filing herein their oath of office as such, and said duly qualified commissioners, after inspection of the premises and consideration of the damages sustained occasioned by the taking of said estate, filed their report herein on the 13th day of November, 1962, wherein they fixed the fair cash market value of the estate taken, and all damages to the remainder, if any, as to the land more particularly designated and described as follows, to-wit:

Tract No. 11 (4 MF 7 + FE, 4 MF 11 + FE, and 4 MF 14 Rev.)

4 MF 7 + FE

Fee Title To:
All of lots 1, 2, 3, 7, and 8, the NW¼ NE¼, the SE¼ NW¼, and those parts of the NW¼ NW¼ and the SE¼ NW¼ NW¼ lying south and east of the southernmost boundary of the City of Tulsa conduit line right-of-way in Sec. 34, T 22 N, R 20 E of the Indian Base and Meridian, containing 211.0 acres.

Perpetual Easement Upon:
All that part of the SE¼ NW¼ NW¼ lying between the northernmost right-of-way boundary of the southernmost City of Tulsa conduit line and the southernmost right-of-way boundary of the northernmost City of Tulsa conduit line in Sec. 34, T 22 N, R 20 E of the Indian Base and Meridian, containing 2.3 acres.

4 MF 11 - FT.

Fee Title To:
Those parts of the SW¼ SE¼ and the E½ SE¼ SW¼ lying south and east of the following described line: Beginning at a point in the east boundary of said SW¼ SE¼ 660 feet north of the southeast corner thereof, thence in a southwesterly direction to a point in the west boundary of said SW¼ SE¼ 165 feet north of the southwest corner thereof, thence in a southwesterly direction to a point in the south boundary of said E½ SE¼ SW¼ 165 feet west of the southeast corner thereof, in Sec. 27, T 22 N, R 20 E of the Indian Base and Meridian, containing 12.8 acres.

Perpetual Easement Upon:
Those parts of the S½ NW¼ SE¼ and the SW¼ SE¼ lying south and east of the following described line: Beginning at a point in the east boundary of said S½ NW¼ SE¼ 330 feet north of the southeast corner thereof, thence in a southwesterly direction to a point in the west boundary of said SW¼ SE¼ 330 feet south of the northwest corner thereof; and that part of the south 990 feet of the E½ SE¼ SW¼ lying south and east of the Tulsa Water Line roadway except those portions to be taken in fee and described above and except that portion contained in the City of Tulsa conduit right-of-way in Sec. 27, T 22 N, R 20 E of the Indian Base and Meridian, containing 34.7 acres.

4 MF 14 Rev.

Fee Title To:
Lot 3 of Sec. 35, T 22 N, R 20 E of the Indian Base and Meridian, containing 5.85 acres.

TOTAL FAIR CASH MARKET VALUE OF THE ESTATE TAKEN (FEE TITLE TO AND PERPETUAL EASEMENT UPON) AND ALL DAMAGES TO THE REMAINDER, IF ANY . . . . . $52,900.00

and that said report and proceedings, as to the above tracts, are in all respects regular and in accordance with the law and order of this Court.

The Court finds that the Grand River Dam Authority and the owners of said tract of land have stipulated and agreed that said report of commissioners should be modified by fixing the just compensation for said taking in the amount of $57,900.00.

6. More than sixty (60) days have elapsed since the filing of the report of commissioners herein, and no written exceptions thereto, nor demands for jury trial are pending as to the tract above described, and that said report of commissioners filed herein should be confirmed and approved in every respect, as to the tract above particularly described.

The Court further finds that the just compensation for the estate taken herein for the tracts herein designated, as fixed by the report of commissioners, as here modified by said stipulation, is final just compensation in the total amount of $[illegible].00.

7. That the Grand River Dam Authority did on the 27th day of November, 1962, pay to the Clerk of this Court for [illegible] and benefit of the owners and the persons entitled thereto, the sum of $52,900.00 for said tract of land, and did on the 13th day of May, 1963, pay to the Clerk of this Court the sum of $5[illegible], the stipulated just compensation.

8. The Court having fully considered the petition for condemnation, and all proceedings had herein, and the provisions of the laws of the State of Oklahoma (Chapter 8, Title 82, O.S.), the laws of the United States, Federal Power Act (Title 16 U.S.C.A. 792-823), Public Law 476, 83rd Congress 2d Session (68 Stat. 450) and Federal Power Commission License No. 2183; and, these proceedings are authorized and this Court has jurisdiction by virtue (Title 16 U.S.C.A., Sec. 814, and Title 82 O.S. Sec. 862(f): and Rule 71A(k) of the Federal Rules of Civil Procedure, is of the opinion that the Grand River Dam Authority was and is entitled to take said property and have the title to the estate therein taken vested in it, and that the alleged public purpose and use, as set out in said petition for condemnation, is hereby adjudged to be in truth and in fact a public purpose and use within the meaning and purpose of the above designated laws.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the report of commissioners filed herein is final and the damages sustained as set out and fixed in said report of commissioners, as modified by the stipulation, and as hereinabove set forth, are full and just compensation for the taking of said estate in the lands designated as follows, to-wit:

Tract No. 11 (4 MF 7 [illegible] FE, 4 MF 11 [illegible] FE, and 4 MF 14 Rev.) . . . . . $57,950.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the estate taken is the entire and unencumbered fee simple title to the lands designated as "fee title"; that the estate to be taken in and to the lands designated as "perpetual easement" is the perpetual right, privilege and authority to flow the waters impounded by the Markham Ferry Dam thereon, and withdraw the same therefrom, and to inundate intermittently from time to time, free and clear of all liens and encumbrances of whatsoever nature, together with the right to remove, or cause to be removed, such structures and improvements and other objects that may be located thereon and as herein described, reserving unto the owners the right of occupancy and use of said lands for any and all purposes that do not interfere with the construction, maintenance and operation of the Markham Ferry Project.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the estate in all of the above designated and described real estate, as described in the petition, and the interest therein taken by these eminent domain proceedings, was vested in the Grand River Dam Authority on the 27th day of November, 1962, upon the depositing of the sum of $52,900.00 with the registry of this Court for the estate taken in and to the above described tract of land, and the right to recover just compensation for the estate taken vested in the persons entitled thereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED thatthe estate taken as hereinabove specifically set forth, is hereby deemed to be condemned and taken for the usees and purposes of the Grand River Dam Authority, and that the just compensation as determined and fixed herein for the taking of said estate in said tract of land, is vested in the persons lawfully entitled thereto, as the owners of said tract of land, respectively, or of some right, title or interest therein.

This cause is held open for the purpose of entering such further orders, judgments, and decrees as may be necessary in the premises.

/S/ Allen E. Barrow
JUDGE, UNITED STATES DISTRICT
COURT, NORTHERN DISTRICT OF
OKLAHOMA

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| United States of America, Plaintiff, | ) | |
| vs. | ) | Civil No. 5545 |
| One 1962 Mercury Sedan, Engine No. 2K42L526340, its tools and appurtenances, Defendant. | ) | |

ORDER

This matter having come on for hearing before me, the undersigned Judge, on the 3rd day of May, 1963, for hearing on respondent's motion for a new trial, and the court having heard the oral argument of counsel on that date took the matter under advisement. The court now having carefully considered the said motion for a new trial and the briefs of counsel heretofore filed herein and the argument of counsel above referred to, and being fully advised in the premises finds:

That at the time of said hearing counsel for respondent offered, upon a new trial, to produce the testimony of one Raymond O. Jones. That, however, during the course of the trial the said Raymond O. Jones was present at all times in the court room and available to the defense as a witness, and the defense, in its discretion and as part of its trial strategy, chose not to call the said Raymond O. Jones as a witness. Respondent is not now entitled to a new trial on the basis of any testimony it might elicit from Raymond O. Jones since he was available as a witness at all times during the previous trial, and it was through the deliberate choice of respondent and respondent's counsel that he was not called to testify.

At the aforesaid hearing, counsel also offered to submit the said Raymond O. Jones to a polygraph or lie detector test and to offer the results of said test into evidence at a new trial. This does not constitute any grounds for the granting of a new trial since, in any event, the results of such a test would not be admissible in evidence. United States v. Stromberg, 179 F. Supp. 278; Marks v. United States, 260 F. 2d 377.

That respondent has shown no error occurring at the trial and has advanced no other legal grounds for the granting of a new trial, and that therefore the motion for a new trial should be overruled.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the motion for new trial herein be and it hereby is overruled and denied.

Dated this 16 day of May, 1963.

Allen E. Barrow
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| John Paul Kerr, Petitioner, | ) | |
| vs. | ) | Civil No. 5580 |
| United States of America, Respondent. | ) | |

FILED

MAY 16 1963

NORMAN C. HUGGS
Clerk, U.S. District Court

ORDER

This matter coming on before me, the undersigned Judge, this 15 day of May, 1963, upon the motion of the petitioner, John Paul Kerr, which motion is denominated as a "Motion For Re-Examination Of Records And Mandate", and the court having considered said motion as a motion to vacate sentence pursuant to 28 U.S.C., 2255, and having considered the files and records in this case and being fully advised in the premises finds:

That petitioner has set forth in his motion no grounds which constitute a basis of a collateral attack upon his judgment of conviction as is necessary under 28 U.S.C. 2255.

That in his motion the petitioner, in a garbled and unintellibile manner, comments upon certain evidence introduced at his trial. Such comments do not allege any facts upon which relief can be granted and, in any event, the sufficiency of the evidence upon which the conviction is based is not an issue cognizable under 28 U.S.C. 2255.

That because of the manner in which the motion is drafted, it is difficult, at best, to determine what allegations the petitioner does make and whether any facts could be alleged by the petitioner which would constitute valid grounds for an attack upon his conviction, and that therefore his motion should be denied without prejudice to the filing of any other proper motion for the same relief.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the motion for examination of records and mandate filed by the petitioner herein be and it hereby is treated as a motion to vacate pursuant to 28 U.S.C. 2255.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said motion be and hereby is overruled and denied without prejudice to the petitioner filing another motion for the same relief if he sets forth therein valid grounds

UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| United States of America,<br><br>Plaintiff,<br><br>vs.<br><br>350.45 Acres of Land, More or Less, Situated in Tulsa and Creek Counties, Oklahoma, and Randall Ashley Sanger, et al., and Unknown Owners,<br><br>Defendants, | ) | Civil No. 4858<br><br>Tract No. A-169E |

FILED

MAY 17 1973

NORMAN C. HOLD
Clerk, U. S. District Court

**JUDGMENT**

1. On this day this cause came on for hearing upon the application of the United States of America, by its attorney, for a final Judgment determining the ownership and the just compensation to be awarded by the former owners of the above tracts.

2. The Court finds that the Declaration of Taking and Complaint were duly filed and that the Court has jurisdiction of the parties and the subject matter of this action; that 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 having compensable interests in the subject tracts; that upon the date the Declaration of Taking and the Complaint were filed title to the estate taken, as set out therein, became vested in the United States of America.

3. The Court finds, upon the evidence presented that the below listed defendants were the sole owners of the above-captioned tracts on the date of taking, and are entitled to receive the award therefor.

4. The Court finds the amount of $170.00, inclusive of interest, is just compensation for the taking of the estates by the plaintiff in the above tracts, as such estates and said tracts are described and set forth in the Complaint and Declaration of Taking heretofore filed in this cause. The sum of $170.00 was deposited into the Registry of this Court as estimated just compensation for said tracts upon the filing of the Declaration of Taking herein.

5. The Court finds that plaintiff and Randall Ashley Sanger, James Perry Sanger and Mary Virginia Sanger, defendants herein, have by the stipulation agreed that the just compensation to be paid by the plaintiff for the taking of the estate taken in the above tracts is the sum of $170.00, inclusive of interest.

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

(a) The vesting in plaintiff of title to the estates set forth in the Complaint and Declaration of Taking in and to the lands hereinabove referred to, as said tracts are described therein, is hereby confirmed;

(b) The just compensation to be paid by the plaintiff for the taking of the above tracts is the sum of $170.00, inclusive of interest.

(c) The Clerk of this Court is hereby authorized and directed to draw a check on the funds in the registry of this Court in the amount hereinafter set forth, payable to the order of the following named payees and to mail the check to said payees at the following address:

Randall Ashley Sanger, James Perry Sanger
and Mary Virginia Sanger . . . . . $170.00
1431 Bobolink Place
Brentwood 17, Missouri

Entered this 17th day of May 1963.

ALLEN E. BARROW

JUDGE, United States District Court

APPROVED:

ROBERT P. SANTEE

ROBERT P. SANTEE
Assistant U. S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| United States of America,<br><br>Plaintiff,<br><br>vs.<br><br>494.35 Acres of Land, More or Less, Situate in Pawnee and Creek Counties, Oklahoma, and E. W. Fogue, et al., and Unknown Owners,<br><br>Defendants. | ) | Civil No. 5051<br><br>Tract No. 1395 |

FILED

MAY 17 [illegible]

NORMAN C. [illegible]
Clerk, U.S. Dist. Ct.

**JUDGMENT**

1. On this day this cause came on for hearing upon the application of of the United States of America, by its attorney, for a final Judgment determining the ownership and the just compensation to be awarded the former owners of the above tracts.

2. The Court finds that the Declaration of Taking and Complaint were duly filed and that the Court has jurisdiction of the parties and the subject matter of this action; that 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 having compensable interests in the subject tracts; that upon the date the Declaration of Taking and the Complaint were filed title to the estate taken, as set out therein, became vested in the United States of America.

3. The Court finds, upon the evidence presented that the below listed defendants were the sole owners of the above-captioned tracts on the date of taking, and are entitled to receive the award therefor.

4. The Court finds the amount of $50.00, inclusive of interest, is just compensation for the taking of the estates by the plaintiff in the above tracts, as such estates and said tracts are described and set forth in the Complaint and Declaration of Taking heretofore filed in this cause. The sum of $30.00 was deposited into the Registry of this Court as estimated just compensation for said tracts upon the filing of the Declaration of Taking herein .

5. The Court finds that plaintiff and Charles M. Zickefoose, Jr., and Madie Zickefoose, defendants herein, have by the stipulation agreed that the just compensation to be paid by the plaintiff for the taking of the estate taken in the above tracts is the sum of $50.00, inclusive of Interest.

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

(a) The vesting in plaintiff of title to the estates set forth in the Complaint and Declaration of Taking in and to the lands hereinabove referred to, as said tracts are described therein, is hereby confirmed;

(b) The just compensation to be paid by the plaintiff for the taking of the above tracts is the sum of $50.00, inclusive of interest;

(c) The plaintiff shall forthwith deposit into the Registry of this Court the deficiency in the amount of $20.00, without interest. Upon receipt of the last mentioned deficiency, the Clerk of this Court is hereby authorized and directed to draw a check on the funds in the Registry of this Court in the amount hereinafter set forth, payable to the order of the following named payee:

Charles M. Zickefoose, Jr., and
Madie Zickefoose . . . . . $50.00
c/o Harry D. Moreland
Attorney at Law
Atlas Building
Tulsa, Oklahoma

Entered this 17th day of May 1963.

ALLEN E. BARROW

JUDGE, United States District Court

APPROVED:

ROBERT P. SANTEE

ROBERT P. SANTEE
Assistant U. S. Attorney

ajs

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| United States of America,<br><br>Plaintiff,<br><br>vs.<br><br>10.83 Acres of Land, More or Less, Situate in Pawnee and Osage Counties, Oklahoma, and Belva Hindman Jones, et al, and Unknown Owners,<br><br>Defendants. | ) | Civil No. 5230<br><br>Tracts Nos. 3109, 3109E, 3109E-2 through E-5 |

FILED

MAY 17 1963

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

JUDGMENT ON OPTION AND STIPULATION

On this day this cause comes on for consideration on the motion of plaintiff for a judgment on the option granted by the defendants William D. Davis and The Howard Savings Institution and accepted by the Corps of Engineers, Department of the Army, on behalf of the United States of America, plaintiff herein, and on the stipulation entered into by the defendant Lois K. Mills and the plaintiff, which stipulation is tendered herewith for filing herein or which stipulation has previously been filed.

OPTION: The Court finds that prior to the institution of the above proceeding the United States of America and the defendants William D. Davis and The Howard Savings Institution entered into a contract and agreement, as evidenced by an option for the purchase of land granted by said defendant and accepted on behalf of the plaintiff by the Corps of Engineers, Department of the Army, wherein it was agreed that the amount of $900.00 for the entire tract inclusive of interest, would be awarded as just compensation for the taking of the estate to be condemned in Tracts Nos. 3109, 3109E, 3109E-2 through E-5 as such estate and said tracts are described in the complaint and declaration of taking heretofore filed in this cause.

STIPULATION: The Court finds that plaintiff and defendant Lois K. Mills 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 Tracts Nos. 3109, 3109E, 3109E-2 through E-5, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause is the total sum of $450.00 for her 1/2 interest, inclusive of interest.

The Court further finds that the above-named defendants were the sole owners of the above-captioned tracts on the date of taking; that they are entitled to the entire award therefor; and the option contract and stipulation are valid.

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 tracts. The sum of $900.00, was deposited into the Registry of this Court as estimated just compensation for said tracts upon the filing of the Declaration of Taking herein.

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

A. The vesting in plaintiff of title to the estates set forth in the Complaint and Declaration of Taking in and to the lands 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 Tracts Nos. 3109, 3109E, 3109E-2 through E-5 is the sum of $900.00, inclusive of interest, which sum has heretofore been disbursed by order of this Court.

Entered this 8 day of April, 1963.

ALLEN E. BARROW

UNITED STATES DISTRICT JUDGE

APPROVED:

ROBERT P. SANTEE

ROBERT P. SANTEE
Assistant U. S. Attorney

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

| | | |
|---|---|---|
| CARIBBEAN HILLS, INC., a Haitian Corporation, Plaintiff, | ) | |
| vs. | ) | No. 5317 |
| C. L. McMAHON, JR., Defendant. | ) | |

## J U D G M E N T

The Court, having filed herein its Opinion, which sets out certain Findings and Conclusions of Law, and based upon such Opinion filed herein, the Court issues the Judgment in this case. The Court finds the issues in favor of the plaintiff and against the defendant; that plaintiff should have Judgment on the nine notes due and unpaid in this action, each in the sum of $10,500, dated April 30, 1960, with interest from such date at the rate of 6 per cent per annum to this date, making a total principal in the sum of $94,500, and accrued interest in the sum of $17,320.68, and that the plaintiff is entitled to recover a reasonable attorney's fee in the amount of $9,450.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff have and recover Judgment against the defendant, C. L. McMahon, Jr., for the sum of $121,270.68, which includes principal, interest and attorney's fee, together with interest on said sum at 6 per cent per annum from this date until paid, and the costs of this action.

DATED this 20th day of May, 1963.

Luther Bohanon

UNITED STATES DISTRICT JUDGE

[illegible]

[illegible]

| | | |
|---|---|---|
| [illegible], | ) | |
| Plaintiff | ) | |
| v | ) | No. [illegible] |
| [illegible] GOODSON, | ) | |
| Defendant | ) | |

JOURNAL ENTRY OF JUDGMENT

This cause came on to be heard this 20th day of February, 1963, plaintiff appearing in person and by her attorney of record, Elliott Jones, the defendant appearing in person and by his attorney of record, Joseph F. Glass, and both parties announcing ready for trial, whereupon in open Court, plaintiff through her attorney of record, Elliott Jones, dismissed her cause of action against the defendant with prejudice.

Thereafter this cause came on to be heard this 4th day of May, 1963, defendant appearing in Court by his attorney, Joseph F. Glass, and the plaintiff appearing not, the Court entered judgment on the defendant's Cross-Petition in the amount of $99.80.

Thereafter on the 20th day of May, 1963, the parties attorneys appeared in Court and upon agreement of the parties, the Court set the judgment upon Defendant's Cross-Petition aside in exchange for releases given to the defendant by the plaintiff's husband, Frank Goodson, releasing any claim that he might have arising out of the accident of July 2[illegible], 196[illegible].

[illegible], plaintiff's cause of action on her petition and defendant's cause of action on his Cross-Petition are hereby dismissed with prejudice to the rights of parties to any further action and the Removal bond filed by the defendant sureties is hereby exonerated.

(S) Allen E. Barrow
Judge

[illegible]:

[illegible]
Attorney for Plaintiff

[illegible]
Attorney for Defendant

[illegible]

[illegible]

Plaintiff

vs.

[illegible] Inc., a corporation, and United States Fidelity [illegible] corporation, National Surety Corporation, a [illegible] Casualty and Surety Company, a corporation,

Defendants

[illegible] Automatic Welding Co.,

Intervenor.

[illegible] 3951

FILED

MAY 20 1963

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

JOURNAL ENTRY OF JUDGMENT

[illegible] 20th day of May, [illegible] [illegible] upon the motion for [illegible] judgment [illegible] Automatic Welding [illegible] Intervenor, [illegible] judgment in the [illegible] [illegible] Intervenor, [illegible] by his attorney, [illegible] Defendants [illegible] appeared in court by their attorney, David [illegible]. The [illegible] of counsel, [illegible] Intervenor's motion for [illegible] heard and considered the memorandum in support [illegible] motion for summary judgment should be sustained and the [illegible] granted a judgment [illegible] defendants, and such [illegible] 704.[illegible].

[illegible] The Intervenor [illegible] 28 Stat. 791, 5 [illegible] [illegible] 270-[illegible] this action was [illegible] [illegible] and the [illegible] court. [illegible] pursuant to [illegible] [illegible] or on [illegible]

Intervenor, [illegible] the defendant Hyde Construction Company [illegible] rendered the statement of account to the Defendant, Hyde Construction Company, Inc., for the total sum of $2,594.37 which the Court finds to be reasonable for the services performed and that said sum at the rate of [illegible] is wholly unpaid.

The Court finds, that it has jurisdiction of the subject matter and finding that the Motion for Summary Judgment should be sustained and being fully advised in the premises,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Intervenor, R. G. Tolis, d/b/a Automatic Welding Co., should be and he is hereby awarded a judgment of and from the Defendants and each of them for the sum of $2,594.37.

/s/ Luther Bohanon
Judge

Approved as to form:

/s/ David H. Sanders
David H. Sanders, Attorney for Hyde Construction Company, Inc., a corporation, and United States Fidelity & Guaranty Company, a corporation; National Surety Corporation, a corporation, and the Aetna Casualty and Surety Company, a corporation.

Approved as to form:

/s/ Lawrence A. Johnson
Lawrence A. Johnson, Attorney for R. G. Tolis, Intervenor.

United States District Court for the
Northern District of Oklahoma

UNITED STATES OF AMERICA, Plaintiff

vs.

**196.29 Acres of Land, More or Less, Situate in Pawnee, Creek and Tulsa Counties, Oklahoma, and Tom Stanford, et al, and Unknown Owners,**

**Defendants.**

CIVIL NO. **4793**

TRACTS NO. **A-1413-1 and E-2**

FILED

# JUDGMENT

1. On this day this cause came on for hearing upon the application of the United States of America, by its attorney, for a final Judgment determining the ownership and the just compensation to be awarded the former owners of the above tracts.

2. The Court finds that the Declaration of Taking and Complaint were duly filed and that the Court has jurisdiction of the parties and the subject matter of this action; that 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 having compensable interests in the subject tracts; that upon the date the Declaration of Taking and the Compliant were filed title to the estate taken, as set out therein, became vested in the United States of America.

3. The Court finds, upon the evidence presented that the below listed defendants were the sole owners of the above-captioned tracts on the date of taking, and are entitled to receive the award therefor.

4. The Court finds the amount of $ **2,485.00** ....., inclusive of interest, is just compensation for the taking of the estates by the plaintiff in the above tracts, as such estates and said tracts are described and set forth in the Complaint and Declaration of Taking heretofore filed in this cause. The sum of $ **2,485.00** .....was deposited into the Registry of this Court as estimated just compensation for said tracts upon the filing of the Declaration of Taking herein.

**5. The Court finds that plaintiff and Tom Stanford and Amanda Stanford, defendants herein, have by the stipulation agreed that the just compensation to be paid by the plaintiff for the taking of the estate taken in the above tracts is the sum of $2,305.00, inclusive of interest, as to their proportionate interest.**

**6. The Court finds that plaintiff and Marian C. Palmer, John T. Palmer, and Josephine Palmer Wylie, individually, and Marian C. Palmer and John T. Palmer, as joint executors of the estate of Lester T. Palmer, deceased, defendants herein, have by the stipulation agreed that the just compensation to be paid by the plaintiff for the taking of the estate taken in the above tracts is the sum of $180.00, inclusive of interest, as to their proportionate interest.**

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

(a) The vesting in plaintiff of title to the estates set forth in the Complaint and Declaration of Taking in and to the lands hereinabove referred to, as said tracts are described therein, is hereby confirmed;

(b) The just compensation to be paid by the plaintiff for the taking of the above tracts is the sum of $ **2,485.00** ....., inclusive of interest;

C. The Clerk of this Court is hereby authorized and directed to draw a check on the funds in the Registry of this Court in the amount hereinafter set forth, payable to the order of the following-named payee:

Marian C. Palmer, John T. Palmer and Josephine Palmer, individually, and Marian C. Palmer and John T. Palmer, as joint executors of the estate of Lester T. Palmer, deceased - - - - - - - - - - - - - - $180.00

Executed this 20 day of May 1963.

ALLEN E. BARROW
UNITED STATES DISTRICT JUDGE

APPROVED:

ROBERT P. SA

ROBERT P. SAMPEL
Assistant U. S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| United States of America, Plaintiff, | ) | |
| vs. | ) | Civil No. 4982 |
| 1,033.72 Acres of Land, More or Less, Situate in Tulsa, Creek and Pawnee Counties, Oklahoma, and Pearl B. Jackson, et al, and Unknown Owners, Defendants. | ) | Tract No. 2244 |

JUDGMENT ON OPTION AND STIPULATION

On this day this cause comes on for consideration on the motion of plaintiff for a judgment on the option granted by the defendant Skill Spudding Company and accepted by the Corps of Engineers, Department of the Army, on behalf of the United States of America, plaintiff herein, and on the stipulations entered into by the defendants Juanita Coonrod Hinton and Cornelia Coonrod Holmes, individually and as administratrices of the estate of Jessa Coonrod, deceased, J. R. Wright and the plaintiff, which stipulations are tendered herewith for filing herein.

OPTION: The Court finds that prior to the institution of the above proceeding the United States of America and the defendant Skill Spudding Company entered into a contract and agreement, as evidenced by an option for the purchase of land granted by said defendant and accepted on behalf of the plaintiff by the Corps of Engineers, Department of the Army, wherein it was agreed that the amount of $800.00, inclusive of interest, would be awarded as just compensation for the taking of its interest in the estate to be condemned in Tract No. 2244, as such estate and said tract are described in the Complaint and Declaration of Taking heretofore filed in this cause.

STIPULATIONS: The Court finds that plaintiff and defendants Juanita Coonrod Hinton and Cornelia Coonrod Holmes, individually and as administratrices of the estate of Jessa Coonrod, deceased, and J. R. Wright have by the stipulations above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of their lessor interests in the estate in Tract No. 2244, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause is the sum of $4,600.00, inclusive of interest, for the 8/9 interest of Juanita Coonrod Hinton et al, and $575.00, inclusive of interest, for the 1/9 interest of J. R. Wright.

The Court further finds that the above-named defendants were the sole owners of the above-captioned tract on the date of taking; that they are entitled to the entire award therefor; and the option contract and stipulations are valid.

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 sum of $5,110.00 was deposited into the Registry of this Court as estimated just compensation for said tract upon the filing of the Declaration of Taking herein.

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. 2244 is the sum of $5,975.00, inclusive of interest, which creates a deficiency of $865.00;

C. The plaintiff shall forthwith deposit into the Registry of this Court the deficiency in the amount of $865.00, without interest. Upon receipt of the last mentioned deficiency, the Clerk of this Court is hereby authorized and directed to draw checks on the funds in the Registry of this Court in the amounts hereinafter set forth, payable to the order of the following-named payees:

| | |
|---|---|
| Juanita Coonrod Hinton and Cornelia Coonrod Holmes, individually and as administratrices for the Estate of Jessa Coonrod, deceased - - - - - | $4,600.00 |
| J. R. Wright - - - - - - - - - - - - - - - - - - - - - - | 575.00 |
| | $5,175.00 |

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

Entered this 20 day of May 1963.

ALLEN E. BARROW

UNITED STATES DISTRICT JUDGE

APPROVED:

W. R. THIXTON, JR.

W. R. THIXTON, JR.
Assistant United States Attorney

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| United States of America, Plaintiff, | ) | |
| vs. | ) | Civil No. 5123 |
| 46.54 Acres of Land, More or Less, Situate in Creek, Osage and Pawnee Counties, Oklahoma, and Nora Hall Green, et al, and Unknown Owners, Defendants. | ) | Tract Nos. 2603 and E |

JUDGMENT ON STIPULATION AND ORDER OF DISTRIBUTION

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 and A. J. Soldani, guardian ad litem for Rose M. Soldani, an incompetent, 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 estates in Tracts Nos. 2603 and 2603E, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the total sum of $1,625.00, inclusive of interest, which amount was deposited into the Registry of this Court as estimated just compensation for said tracts 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 tracts. The Court further finds that the above-named defendant was the sole owner of the captioned tracts on the date of taking, and that said defendant is entitled to the entire award therefor. The Court also finds that A. J. Soldani was appointed guardian ad litem by order of this Court dated May 7, 1963, for the purpose of this cause.

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

A. The vesting in plaintiff of title to the estates set forth in the Complaint and Declaration of Taking in and to the lands hereinabove referred to as said tracts are described therein, is hereby confirmed;

B. The just compensation to be paid by the plaintiff for the taking of Tracts Nos. 2603 and 2603E is the sum of $1,625.00, inclusive of interest; and

C. The Clerk of this Court is hereby authorized and directed to draw a check on the funds in the Registry of this Court in the amount hereinafter set forth, payable to the order of the following-named payee, and to cause payment to be made:

A. J. Soldani, guardian ad litem for
Rose M. Soldani, an incompetent - - - - - - - - - $1,625.00

Entered this 20 day of May 1963.

ALLEN E. BARROW
UNITED STATES DISTRICT JUDGE

APPROVED:

W. R. THIXTON, JR.
W. R. THIXTON, JR.
Assistant U. S. Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| SANDY DALLARIA, Plaintiff, | ) | |
| vs. | ) | Civil No. 5397 |
| KESSEL TRANSFER & STORAGE, INC. (d/b/a MATTOON TRANSFER & STORAGE), Defendant, | ) | |

FILED

MAY 22 1963

NOBLE C. HOOD
Clerk U.S. District Court

JUDGMENT

This action came on for trial before the court and a jury, Honorable Luther Bohanon presiding, and the issues having been duly tried and the jury on May 22, 1963, having rendered a verdict for the defendant, and having fixed damages on the defendant's cross-claim in the sum of($409.60) Four Hundred and nine Dollars and sixty cents,

IT IS ORDERED AND ADJUDGED that the plaintiff take nothing, that the defendant on it's cross-claim recover of the plaintiff, Sandy Dallaria, the sum of Four Hundred-Nine Dollars and Sixty Cents ($409.60), and their costs of this action.

Dated at Tulsa, Oklahoma, this 22nd day of May, 1963.

NOBLE C. HOOD, CLERK

By _____
Deputy

UNITED STATES DISTRICT COURT

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

| | |
|---|---|
| Earl Cox,<br><br>vs.<br><br>Wichita Trucking Company, Inc., a corporation | Civil Action No. 5491 |

FILED

MAY 23 1963

NOBLE C. HOOD
Clerk U. S. District Court

J U D G M E N T

This action came on for trial before the Court and a jury, the Honorable Allen E. Barrow presiding, and the issues having been duly tried, and the jury on May 23, 1963 having rendered a verdict for the plaintiff to recover of the defendant damages in the amount of Eight Thousand Eight Hundred Forty and 08/100 ($8,840.08) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff, Earl Cox, recover of the defendant, Wichita Trucking Company, Inc., a corporation, the sum of Eight Thousand Eight Hundred Forty and 08/100 ( $8,840.08) Dollars, with interest thereon at the rate of 6% per annum from the date hereof until paid, and his cost of action.

Entered at Tulsa, Oklahoma, this 23rd day of May, 1963.

NOBLE C. HOOD, CLERK

By Ben B. Ballenger
Ben B. Ballenger, Deputy

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| Jack H. Weston, Plaintiff, | ) | |
| vs. | ) | Civil No. 5541 |
| Richard C. Medlin and John V. Weesner, Defendants. | ) | |

FILED
MAY 23 1963
NOBLE C. HOOD
Clerk, U. S. District Court

**JUDGMENT**

This action came on for trial before the court and a jury, the Honorable Luther Bohanon presiding, and the issues having been duly tried, and the jury on May 23, 1963, having rendered a verdict for the plaintiff to recover of the defendants damages in the amount of Two Thousand, One Hundred and Twenty-Five ($2125.00) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff, Jack H. Weston, recover of the defendants, Richard C. Medlin and John V. Weesner, the sum of Two Thousand, One Hundred and Twenty-Five ($2125.00) Dollars, with interest thereon at the rate of 6% per annum from the date hereof until paid, and his cost of action.

Dated at Tulsa, Oklahoma, this 23rd day of May, 1963.

NOBLE C. HOOD, CLERK

By _____ Deputy

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA



| | | |
|---|---|---|
| Lillian Weston, Plaintiff, | ) | |
| vs. | ) | Civil No. 5542 |
| Richard C. Medlin and John V. Weesner, Defendants. | ) | |

JUDGMENT

This action came on for trial before the court and a jury, the Honorable Luther Bohanon presiding, and the issues having been duly tried, and the jury on May 23, 1963, having rendered a verdict for the plaintiff to recover of the defendants damages in the amount of Six Thousand-Five Hundred ($6500.00) Dollars,

IT IS ORDERED AND ADJUDGED that the plaintiff, Lillian Weston, recover of the defendants, Richard C. Medlin and John V. Weesner, the sum of Six Thousand-Five Hundred ($6500.00) Dollars, with interest thereon at the rate of 6% per annum from the date hereof until paid, and her cost of action.

Dated at Tulsa, Oklahoma, this 23rd day of May, 1963.

NOBLE C. HOOD, CLERK

By _____
Deputy

UNITED STATES DISTRICT COURT

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| Charles A. Poffenberger, | ) | |
| vs. | ) | Civil Action No. 5539 |
| Fred Wolferman, Inc. | ) | |

FILED

MAY 24 1963

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

J U D G M E N T

This action came on for trial before the Court and a jury, Honorable Allen E. Barrow presiding, and the issues having been duly tried and the jury on May 24, 1963, having rendered a verdict for the defendant.

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

Dated at Tulsa, Oklahoma, this 24th day of May, 1963.

NOBLE C. HOOD, CLERK

By Ben B. Ballenger
Ben B. Ballenger,
Deputy

UNITED STATES DISTRICT COURT

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| Mary Helen Poffenberger, | ) | |
| vs. | ) | Civil Action No. 5540 |
| Fred Wolferman, Inc. | ) | |

FILED

MAY 24 1963

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

J U D G M E N T

This action came on for trial before the Court and a jury, Honorable Allen E. Barrow presiding, and the issues having been duly tried and the jury on May 24, 1963, having rendered a verdict for the defendant.

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

Dated at Tulsa, Oklahoma, this 24th day of May, 1963.

NOBLE C. HOOD, CLERK

By Ben B. Ballenger
Ben B. Ballenger,
Deputy

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

| | | |
|---|---|---|
| Francis I. duPont & Co., a partnership, Plaintiff, | ) | |
| vs. | ) | No. 5506 - Civil |
| V. Carlton Smith, an Individual, Defendant. | ) | |

FILED

MAY [illegible]

[illegible] CLERK
[illegible] U.S. DIST. CT.

JOURNAL ENTRY OF JUDGMENT

On this [illegible] day of [illegible], 1963, this cause came on for trial before the Court, the plaintiff being represented by its attorney, William J. Ross of the firm of Rainey, Flynn & Welch, of Oklahoma City, Oklahoma, and the defendant being represented by his attorney, Hobart Brown, of Tulsa, Oklahoma.

The Court being fully advised, having heard the testimony of witnesses, having examined the evidence, and having considered the stipulations of the parties, finds as follows, to-wit:

1. That the plaintiff should recover on its first cause of action the sum of $3,903.53, plus a reasonable attorney fee, as provided by statute, in the amount of $970.00, or a total of $4,873.53.

2. On its second cause of action, the plaintiff should recover from the defendant the sum of $4,750.00, which the Court finds is the highest market value of the 100 shares of Royal Dutch Petroleum Company stock from

May 16, 1962 to this date. The Court further finds that the defendant converted and sold Certificate No. M 538853, which represented 100 shares of Royal Dutch Petroleum Company stock. The Court further finds that the plaintiff has incurred reasonable expenses in the amount of $150.00, which should be recovered from the defendant as provided by statute. Thus, on its second cause of action, the plaintiff should recover from the defendant the sum of $4,900.00.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff recover of the defendant on its first cause of action the sum of $4,873.53, and on its second cause of action, the plaintiff recover of the defendant the sum of $4,900.00, or a total of $9,773.53, and its costs of this action.

Judge

APPROVAL BY COUNSEL:

Attorney for Plaintiff

Attorney for Defendant

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

FILED
IN OPEN COURT
MAY 27 1963
NOBLE C. HOOD
Clerk, U. S. District Court

| | | |
|---|---|---|
| THEODORE A. [illegible], Plaintiff, | ) | |
| vs. | ) | No: 5507 |
| MORTIMER [illegible] and BERNICE B. [illegible], Defendants, | ) | |

JUDGMENT

This cause coming on to be heard this 20th day of May, 1963, pursuant to regular assignment for trial, the plaintiff, Theodore A. Kehm, being represented by his attorney, Frederick A. Nelson and the defendants, Mortimer Singer and Bernice B. Singer being represented by their attorney, T. [illegible] Whitebook, the Court being fully advised in the premises having examined the pleadings, stipulations and admissions as to the facts finds:

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

2. That the plaintiff, Theodore A. Kehm and the defendants, Mortimer Singer and Bernice B. Singer executed a promissory note in favor of the [illegible] NATIONAL BANK OF ARIZONA, Scottsdale, Arizona in the principal sum of fifteen thousand dollars ($15,000.00). That the plaintiff, Theodore A. Kehm, executed said note as guarantor at the request of the defendants and for their accomodation, and upon their promise that they would pay it at maturity. The plaintiff, Theodore A. Kehm, did not receive any portion of the proceeds of said note. That upon said note not being paid by the defendants, Mortimer Singer and Bernice B. Singer, at maturity, an extension was obtained upon said indebtedness by means of a promissory note executed by plaintiff, Theodore A. Kehm and defendants, Mortimer Singer and Bernice B. Singer, dated July 16, 1962, payable to the [illegible] NATIONAL BANK OF ARIZONA, Scottsdale, Arizona in the principal sum of $15,000.00 with interest thereon at the rate of 6% per annum until maturity. Said note provided for payment thereon in full, including interest, 30 days after the date thereof and further provided that in the event of default thereon, the unpaid principal shall draw interest at the rate of 8% per annum until paid, and further provided that in the default of interest or principal, and if said note was turned over to an attorney for collection

there shall be added to the principal and interest due thereon an amount, as attorneys fees, equal to 10% of the principal and interest then due on said note. That the plaintiff, Theodore A. Rehm, executed said note as guarantor at the request of the defendants and for their accomodation, and upon their promise that they would pay the said maturity. That the defendants, Mortimer Singer and Bernice B. Singer, failed, neglected and refused, upon demand, to pay said note when due. That by reason of defendants default, plaintiff, Theodore A. Rehm, upon demand by Valley National Bank, paid said note in the principal amount of $15,000.00 plus interest to September 16, 1962 in the amount of $167.92.

3. The Court further finds that the plaintiff, Theodore A. Rehm, was a guarantor on said note and that upon his payment of same he was entitled to demand and receive full reimbursement from the defendants, Mortimer Singer and Bernice B. Singer. That plaintiff made demand upon the defendants, Mortimer Singer and Bernice B. Singer, for the said $15,000.00, plus interest and that defendants failed, neglected and refused to pay the plaintiff, Theodore A. Rehm the said $15,000.00 plus interest.

4. The Court further finds that the letter agreement entered into on June 5, 1961, whereby 10% interest in a certain oil lease covering the SW/4 of Section 10, Township 25 North, Range 9 East, Osage County, Oklahoma was pledged to plaintiff as collateral for his guaranty of payment of said note and was intended by the plaintiff to represent collateral for plaintiff's execution of said note and that if defendants intended that said letter agreement represented a conditional sale or was intended other than as collateral that there was a failure of meeting of the minds as to the intent of said agreement and that said letter agreement was prepared by the defendants.

5. The Court further finds that the defendants, Mortimer Singer and Bernice B. Singer are husband and wife. That a mining partnership has existed since 1960 between the plaintiff, Theodore A. Rehm and the defendants, Bernice B. Singer and others, not parties to this action, as to the SW/4 of Section 10, Township 25 North, Range 9 East, Osage County, Oklahoma.

6. The Court further finds that by virtue of the liens totalling

in excess of $15,000.00, plus interest and attorneys fees filed by Oklahoma Fracturing Services, Inc., and Sooner Pipe and Supply Corporation against the oil mining lease covering the SW/4 of Section 10, Township 25 North, Range 9 East, Osage County, Oklahoma, said lease representing the subject matter of the aforesaid letter agreement, dated June 5, 1961, and in view of the fact that legal proceedings have been instituted and are now pending in Osage County, Oklahoma by said lien claimants to foreclose said liens, that there is by reason of said liens a cloud upon the title of the above 10% interest of the defendant Bernice B. Singer which was tendered to plaintiff as full satisfaction of the obligation to plaintiff and such tender is therefore a nullity. That even if it were assumed that the aforementioned letter agreement, dated June 5, 1961, was intended as a conditional sale of 10% working interest in said oil mining lease to the plaintiff, defendants cannot convey merchantable title to 10% working interest in said Osage Oil mining lease covering the SW/4 of Section 10, Township 25 North, Range 9 East, Osage County, Oklahoma, to the plaintiff, Theodore A. Fehm, by reason of the liens and pending litigation to foreclose said liens against said property.

7. The Court further finds that there is pending in the District Court of Osage County, Oklahoma a civil action for dissolution of mining partnership covering the SW/4 of Section 10, Township 25 North, Range 9 East, and for an accounting between the working interest owners in and to said property and that any prayer contained in this cause for an accounting should be denied by reason of the action pending in the District Court of Osage County, which said action includes all of the working interest owners and lien claimants in and to said oil and gas lease covering the SW/4 of Section 10, Township 25 North, Range 9 East, Osage County, Oklahoma.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED by the Court that the plaintiff, Theodore A. Fehm have and recover from the defendants, Mortimer Singer and Bernice B. Singer, judgment in the sum of $15,167.92, plus interest on the sum of $15,000.00 at the rate of 8% per annum from September 16, 1962 until paid, and for attorney fees in the amount of $1,500.00 and the costs of this action.

Entered this [illegible] 1964

By Luther Bohanon
Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| United States of America,<br><br>Plaintiff,<br><br>vs.<br><br>1,699.52 Acres of Land, More or Less, Situate in Tulsa, Creek, and Pawnee Counties, Oklahoma, and Lillie S. Mathews, et al., and Unknown Owners,<br><br>Defendants. | ) | Civil No. 4967<br><br>Tract No. 995-9M<br><br>(Subordination of mineral estate) |

FILED

MAY 28 1963

NORMAN HOOD
Clerk, U. S. District Court

JUDGMENT ON MOTION

On this day this cause comes on for consideration on the motion of plaintiff for a judgment on the option granted by the defendants and accepted by the Corps of Engineers, Department of the Army, on behalf of the United States of America, plaintiff herein.

The Court finds that prior to the institution of the above proceeding the United States of America and the defendants Ella M. Davasher, sole heir of Ancil C. Davasher, deceased, H. B. Boyington, as lessors, and Cobra Petroleum Company, Apex Drilling Company, Aker Oil & Gas Company, Frank W. Morris, and David Leo Hager, as lessees, entered into a contract and agreement, as evidenced by an option for the purchase of land granted by said defendants and accepted on behalf of the plaintiff by the Corps of Engineers, Department of the Army, wherein it was agreed that the amount of $3113.00, inclusive of interest, would be awarded as just compensation for the taking of the estate to be condemned in Tract No. 995-9M, as such estate and said tract are described in the complaint and declaration of taking heretofore filed in this cause.

The Court further finds that the above named defendants were the sole owners of the above-captioned tract on the date of taking; that they are entitled to the entire award therefor; and that the contract and agreement is a valid one.

The Court further finds that service of process has been perfected, either personally or by publication of notice, on all parties defendant having compensable interests in the subject tract and that a copy of a motion for judgment has been served on all parties making an appearance and demanding notice of all proceedings.

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. 995-9M is the sum of $3113.00, inclusive of interest, which sum has heretofore been disbursed by orders of this Court.

Entered this 18th day of May 1963.

ALLEN E. BARROW

JUDGE, United States District Court

APPROVED:

W. R. THIXTON, JR.

W. R. THIXTON, JR.
Assistant U. S. Attorney

UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| United States of America, on behalf of the Small Business Administration and Internal Revenue Service,<br><br>Plaintiff,<br><br>vs.<br><br>Joe F. Rakes, d/b/a Joe Rakes Construction Company, and Margaret L. Rakes, his wife; Mutual Benefit Life Insurance Company, a Corporation; Home Federal Savings and Loan Association of Tulsa, a Corporation; International Paper Company, a Corporation; Aetna Life Insurance Company, a Corporation, and Lloyd Jerald Morris,<br><br>Defendants. | ) | Civil No. 5384<br><br>FILED<br><br>MAY 28 1963<br><br>NOBLE C. HOOD<br>Clerk, U. S. District Court |

ORDER CONFIRMING MARSHAL'S SALE

NOW, on this 27th day of May, 1963, there coming on for hearing the Motion of plaintiff herein to confirm the sale of real and personal property made by the United States Marshal for the Northern District of Oklahoma, on April 8, 1963, under an Order of Sale issued by the Clerk of this Court on December 13, 1962, of the following described real property:

> Lot Six (6) in Block One (1) of Sloan Addition, also known as "Resurvey of Sloan Addition" to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof;

and of the following described personal property located upon the above-described real property:

> 1 Fletcher-Terry Glass Cutter, 4' x 4'; Serial No. D11796
> 1 Cut-off Saw, Southeastern Tool & Die
> 1 Custom, Reeder Mfg., Precast Stone Die
> All Misc. Hand and Electrical Tools
> All Tables and Racks
> 1 Layout Table
> 1 Layout Table
> 1 Bending Table
> 1 Invert Table
> 1 H D Board
> 1 H D Board
> 1 Atlen Bench Dye Press
> 1 B & D Drill and Screw Machine
> 1 End Layout Table
> 1 End Layout Table
> 1 Valance Table
> 4 Legal Size Steel Filing Cabinets and
> 1 Chair
> 1 Aulas Hand Saw

and the Court being fully advised and having examined the proceedings of the United States Marshal under the Order of Sale and no one appearing in objection thereto and no exception having been filed, finds that due and legal notice of the sale of the above-described real property was given by publication once a week for four weeks prior to the date of sale in the Tulsa Daily Legal News, a newspaper published and of general circulation in Tulsa County, Oklahoma, and that due and legal notice of the sale of the aforementioned and described personal property was given by publication daily for at least 10 days prior to the date of sale in the Tulsa Daily World, a newspaper published and of general circulation in Tulsa County, Oklahoma, all as shown by the proofs of publication on file herein, and that on the day fixed therein, April 8, 1963, the above-described real proper was sold to the Small Business Administration, for an amount in excess of 2/3 the appraised value thereof, it being the highest and best bidder therefore, and the personal property hereinabove described was sold to Mr. H. L. Van Dolsen, 11 SW 11th Street, Oklahoma City, Oklahoma, he being the highest and best bidder therefore.

The Court further finds that the sale of the real and personal property was, in all respects, made in conformity with the law in such case made and provided, and that the sale, in all respects, was legal.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Marshal's Sale and all proceedings under the Order of Sale heretofore issued herein be, and the same are hereby approved and confirmed.

It Is Further Ordered that Doyle W. Foreman, United States Marshal for the Northern District of Oklahoma, make and execute to the purchaser of the real property, Small Business Administration, a good and sufficient deed for the premises sold.

Allen E. Barrow
UNITED STATES DISTRICT JUDGE

APPROVED:

Sam E. Taylor
SAM E. TAYLOR
Assistant United States Attorney
Attorney For Plaintiff

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| United States of America, Plaintiff, | ) | |
| vs. | ) | Civil No. 5538 |
| 152.04 Acres of Land, More or Less, Situate in Osage and Pawnee Counties, Oklahoma, and Jacob Fein, et al, and Unknown Owners, Defendants. | ) | Tract No. 3864E |

FILED

MAY 28 1963

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

JUDGMENT ON STIPULATION

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

The Court finds that plaintiff and John W. McClure, guardian for Floyd Thompson, Restricted Osage Indian, Pierce St. John, Restricted Osage Indian, and T. F. Dukes, Special Administrator for the Estate of Francis Wheeler, deceased, Restricted Osage Indian, defendants herein, have by the stipulations above referred to, agreed that the just compensation to be paid by the plaintiff for the taking of the estate in Tract No. 3864E, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause, is the (total) sum of $2,000.00, inclusive of interest. The sum of $2,000.00, 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. The stipulations referred to above have been approved by the Superintendent of the Osage Agency, Department of the Interior.

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. 3864E, is the sum of $2,000.00, inclusive of interest.

C. The Clerk of this Court is hereby authorized and directed to draw checks on the funds in the Registry of this Court in the amounts hereinafter set forth, payable to the order of the following-named payees:

| | | |
|---|---|---|
| John W. McClure, guardian for Floyd Thompson, Restricted Osage Indian - - - | 1/6 interest - | $ 333.34 |
| Pierce St. John, Restricted Osage - - - | 1/2 interest - | $1,000.00 |
| T. F. Dukes, Special Administrator for the Estate of Francis Wheeler, deceased Restricted Osage - - - - - - - - - - - - | 1/3 interest - | $ 666.66 |
| | | $2,000.00 |

Entered this 14 day of May 1963.

ALLEN E. BARROW

UNITED STATES DISTRICT JUDGE

APPROVED:

W. R. THIXTON, JR.

W. R. THIXTON, JR.
Assistant U. S. Attorney

FILED

MAY 29 1963

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

UNITED STATES DISTRICT COURT FOR TEH
NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| United States of America, Plaintiff, | ) | |
| vs. | ) | Civil No. 5040 |
| 563.89 Acres of Land, More or Less, Situate in Creek County, Oklahoma, and S. M. Kantor, et al, and Unknown Owners, Defendants. | ) | Tract No. 995-1M (Subordination of Mineral Estate) |

JUDGMENT ON OPTION AND STIPULATION

On this day this cause comes on for consideration on the motion of plaintiff for a judgment on the option granted by the defendants Curt Edgerton and Ira D. Crews, lessees, and accepted by the Corps of Engineers, Department of the Army, on behalf of the United States of America, plaintiff herein, and on the stipulation entered into by the defendants Juanita Coonrod Hinton and Cornelia Coonrod Holmes, sole heirs of Jessa Coonrod, deceased, and the plaintiff, which stipulation is tendered herewith for filing herein.

OPTION: The Court finds that prior to the institution of the above proceeding the United States of America and the defendants Curt Edgerton and Ira D. Crews, lessees, entered into a contract and agreement, as evidenced by an option for the purchase of land granted by said defendants and accepted on behalf of the plaintiff by the Corps of Engineers, Department of the Army, wherein it was agreed that the amount of $12,747.00, inclusive of interest, would be awarded as just compensation for the taking of the estate to be condemned in Tract No. 995-1M, as such estate and said tract are described in the Complaint and Declaration of Taking heretofore filed in this cause, and that of said amount these defendants were to receive the sum of $10,084.00 for their lessee interest in the oil, gas and other minerals.

STIPULATION: The Court finds that plaintiff and defendants Juanita Coonrod Hinton and Cornelia Coonrod Holmes, sole heirs of Jessa Coonrod, deceased, 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. 995-1M, as set forth and described in the Complaint and Declaration of Taking heretofore filed in this cause is the sum of $3,200.00, inclusive of interest, said amount to be allocated toward their lessor interest in the oil, gas and other minerals.

The Court further finds that the above-named defendants were the sole owners of the above-captioned tract on the date of taking; that they are entitled to the entire award therefor; and the option contract and stipulation are valid.

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 sum of $12,747.00 was deposited into the Registry of this Court as estimated just compensation for said tract upon the filing of the Declaration of Taking herein.

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. 995-1M is the sum of $13,284.00, inclusive of interest;

C. The plaintiff shall forthwith deposit into the Registry of this Court the deficiency in the amount of $537.00, without interest. Upon receipt of the last mentioned deficiency, the Clerk of this Court is hereby authorized and directed to draw a check on the funds in the Registry of this Court in the amount hereinafter set forth, payable to the order of the following-named payees:

Juanita Coonrod Hinton and
Cornelia Coonrod Holmes - - - - - - - - - $3,200.00

Entered this 5 day of May 1963.

ALLEN E. BARROW

UNITED STATES DISTRICT JUDGE

APPROVED:

W. R. THIXTON, JR.

W. R. THIXTON, JR.
Assistant United States Attorney

alj

UNITED STATES DISTRICT COURT

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

| | |
|---|---|
| United States of America for the use of Atlas Chemical Industries, Inc., a corporation,<br><br>Plaintiff,<br><br>vs<br><br>Woods Construction Company, Inc., and American Casualty Company of Reading, Pennsylvania, a corporation,<br><br>Defendants. | Civil Action No. 5340<br><br>FILED<br><br>MAY 31 1963<br><br>NOBLE C. HOOD<br>Clerk, U. S. District Court |

J U D G M E N T

This action came on for trial before the Court and a jury, the Honorable Allen E. Barrow presiding, and the issues having been duly tried and the jury on May 31, 1963 having rendered a verdict for the plaintiff to recover of the defendant the sum of SEVEN THOUSAND SEVEN HUNDRED TWENTY-THREE and 81/100 ( $7,723.81) Dollars,

IT IS ORDERED AND ADJUDGED THAT the plaintiff, Atlas Chemical Industries, Inc., a corporation, recover of the defendants, Woods Construction Company, Inc., and American Casualty Company of Reading, Pennsylvania, a corporation, and each of them, the sum of SEVEN THOUSAND SEVEN HUNDRED TWENTY-THREE and 81/100 ( $7,723.81) Dollars, with interest thereon at the rate of 6% per annum from the date hereof until paid, and its cost of action.

Dated at Tulsa, Oklahoma, this 31st day of May, 1963.

NOBLE C. HOOD, CLERK

By Ben B. Ballenger
Ben B. Ballenger, Deputy

ph

FILED
MAY 31 1963
NOBLE C. HOOD
Clerk, U. S. District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

| | | |
|---|---|---|
| REED DRILLING COMPANY, INC., NORMAN MESIROW, LEON J. CAINE, ALBERT CAHN, B. R. ALBERT, and EMBY KANE, Plaintiffs, | ) | Civil Action |
| vs. | ) | |
| WILLIAM D. WEIDLEIN and RUTH B. WEIDLEIN, Defendants. | ) | File No. 5410 |

NOTICE OF DISMISSAL

To: Yonne P. McDaniel
Suite 11 Pigg Building
Mangum, Oklahoma

and

Richard W. Fowler
1133 First National Building
Oklahoma City, Oklahoma

Attorneys for Defendants

Please take notice that, no answer or motion for summary judgment having been served in the above entitled action, this action is hereby dismissed without prejudice.

Dated May 31st, 1963.

ROSENSTEIN, MESIROW & FIST

By /s/ A. F. Ringold
A. F. Ringold

Attorneys for plaintiffs
413 Midstates Building
Tulsa 3, Oklahoma

CERTIFICATE OF SERVICE

A. F. Ringold, of Rosenstein, Mesirow & Fist, attorneys for plaintiffs, hereby certifies that on May 31, 1963, he mailed a copy of the foregoing Notice of Dismissal to the attorneys listed above.

/s/ A. F. Ringold
(A. F. Ringold)

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

| | | |
|---|---|---|
| NORMAN R. GOLDEN, Plaintiff, | ) | |
| -vs- | ) | Civil No. 5508 |
| GOLDEN MFG., INC., an Oklahoma corporation, Defendant. | ) | |



JOURNAL ENTRY OF JUDGMENT

This cause came on for trial on this 9th day of May, 1963, at which time the parties appeared in person and by their attorneys of record. The Court after having made Findings of Fact and Conclusions of Law, now enters judgment accordingly in favor of the plaintiff and against the defendant for the sum of $1,100.00 and does deny plaintiff's claim for rescission and cancellation and adjudicates that the Exclusive License Agreement between the parties is valid and binding upon them.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Norman R. Golden, have and recover judgment of and from the defendant, Golden Mfg., Inc., for the sum of $1,100.00 for royalties on all machines sold to date hereof and that the defendant shall be granted the time of 90 days from date hereof within which to pay same.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Exclusive License Agreement of Digging Attachments for Vehicles, Patent Application No. 130-865, Division 45 of the Office of Patents of the

United States of America, entered into between the parties on September 15, 1961, be and the same is hereby adjudicated to be valid and in full force and effect and binding upon the parties.

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

APPROVED AS TO FORM:

William S. Dorman 5/29/63
WILLIAM S. DORMAN,
ATTORNEY FOR PLAINTIFF.

David H. Sanders
DAVID H. SANDERS,
ATTORNEY FOR DEFENDANT.