E-*-*-EXHIBIT-*-*-*

STATE OF OKLAHOMA)
TULSA CO. OKLA) SS
COUNTY)

IN THE DISTRICT COURT IN AND FOR SAID COUNTY AND STATE.

Birdie L. Lynch Farmer
Birdie L Lynch Farmer

VS

CITY OF TULSA.

T.D. Evans, Mayor
O. A. Steiner
J.K. Atkinson,
Charles S. Younkman,
Herman F. Newblock, Commissioner
of the City of Tulsa.
John A. Gustafson, Chief of Police of the City of Tulsa.
and the Lion Bonding and Surety Company, a corporation, and
the National Surety Company, a corporation, and United States
Fidelity and Guaranty Company, a corporation....Defendants.

PETITION

Comes now the plaintiff and for cause of action against the defendants and each of them, alleges and states:

That the plaintiff is now and was at all times hereinafter mentioned, a citizen and resident of the City of Tulsa Tulsa County, State of Oklahoma. That he was at all times hereinafter mentioned operating a property owner and tax payor in said City of Tulsa County, Oklahoma;

That the City of Tulsa is a duly incorporated city and is and was at all times hereinafter mentioned operating under the commission form of Government and that the said defendants T.D.Evans, O.A. Steiner, J.K. Atkinson, Charles S. Younkman, and Herman F., New block were at all times hereinafter mentioned the duly elected and acting commissioners of said City of Tulsa and that the Defendant John A. Gustafson was duly appointed and acting Chief of Police.

That said County of Tulsa is a duly incorporated county within which the Said City of Tulsa is located and commissioned to act through its duly and regularly elected and qualified Board of County Commissioners and that at all times hereinafter mentioned the said _____ AND _____ were duly elected and qualified and acting Board of ~~County~~ commissioners, and that the County Seat of Tulsa County is Tulsa Oklahoma.

That the National Surety Company is a corporation duly organized and existing under and by the virtue of the laws of the state of New York and authorezed to to become sole surety of bonds in the State of Oklahoma, as surety.

That the Lion Bonding and Surety Company is a corporation duly incorporated under the laws of the State of Nebraska and authorized to become sole surety on bonds in the State of Oklahoma as surety.

That the United States Fidelity And Guaranty Company is a corporation duly incorporated under the laws of the State Of Maryland with its principal offices at Baltimore Md. and ~~we~~ are authorized to become sole surety on bonds in the State of Oklahoma as surety.

That hereto fore to-wit: on or about May 30th 1921, said plaintiff was the owner in fee of certain real estate with improvments thereon, located in the City of Tulsa, described as follows:

Rowlands Addition, Lot 9, Block 15
One Six Room House, Plastered, Modern valued $3000.00
One Five Room House, Plastered, Modern " 2500.00
Total $5500.00

That on or about May 30th 1921, the defendants above named and each of them and the city Of Tulsa acting through its legally qualified commissioners and officers and through its agents and employe es and through its lawfully organized police forces, did wrongfully conspire, acquiesce in and assist certain persons and persons to this plaintiff unknown, in the wrongful and felonius endeavors to burn, pillage and destroy certain porperty in the vicinity of the property heretofore described belonging to this plaintiff and that said persons acting under the general plan of destruction did carry out said attacks and unlawfully destroy said properties and improvements on the realestate hereinbefore described, said property belonging to this plaintiff.

That the defendants the Lion Bonding & surety Company executed a certain bond in the sum of $5,000.00 as bondsmen of the said Chief of Police John A. Gustafson, a copy of which bond is hereto attached and marked Exhibit "A" and that by reason of said bond the said Lion Bonding & Surety Company are liable for the wrongfulness of the said John A. Gustafson and his malefeasance in office as Chief of Police.

That the said National Surety Company made and executed the bond for $5,000.00 for the said W.H. McCullough who was then Sheriff of Tulsa County. A full and complete copy of the bond so made executed and delivered is hereto attached andmarked Exhibit B and that by reason of the said bond the said National Surety Company is liable for the wrongful acts of the said W.H. McCullough sheriff of Tulsa County.

That the United States Fidelity and Guaranty Companymade and executed and delivered a certain bond on behalf of Charles S. Younkman in the sum of $10,000.00 a copy ofwhich is hereto attached and marked Exhibit C and made a part hereof, and by reason of the sai bond are liable for the wrongful acts of the Said Charles S. Younkman, defendant herein andone of the Commissioners of the City of Tulsa.

That the defendant the United States Fidelity & guaranty Company made executed and delivered a certain bond in behalf of T.D.Evans(for the sum of $10,000.00) one ofthe defendants herein a copy ofwhich bond is herto attached and ~~made~~ marked Exhibit D, and that by reason of said bond are liable for the wrongful acts of said T.D. Evans defendant herin andthe Mayor of the City of Tulsa.

That the defendant the United States Fidelity & Guaranty Company made, executed and delevered a certain bond in the sum of $10,000.00 Dollars in behalf of J.H. Adkinson, one of the defendants herein, a copy of which bond is hereto attached and marked Exhibit E by reason of said bond are liable for the wrongful acts of J.H. Adkinson, Commissioner of the City of Tulsa.

That the defendant the National Surety Company made executed and delivered a certain bond in the sum of the $10,000 on behalf of Herman F. Hewblock one of the co-defendants. a copy ofwhich ~~is~~ bond is hereto attached and marked Exhibit F and by reason of said bond are liable for the wrongful acts of Herman F. Hewblock defendant herein and then Commissioner of the City of Tulsa.

That the defendant the National Surety Co. made executed and delivered a certain bond in behalf of O.A. Steiner, one of the defendants herein in the sum of $10,000, a copy of which is hereto attached and marked Exhibit G., and made a part of and by reason of said bond are l liable for the wrongful acts of said O.A.Steiner then one of the commissionerne of the City of Tulsa.

That the defendant the Lion Bonding and Surety Co. made and executed and delivered a certain bond in the sum of $10,000, on behalf of O.A.Steiner one of the defendants herein a copy of which is hereto attached and marked Exhibit H, and that by reason of said bond are liable for the wrongful acts of said O.A. Steiner then Commissioner of the City of Tulsa.

Plaintiff further alleges that said wrongful acts were committed by the person or persons with full knowledge connivance, consent and conspiracy of these defendants with their full knowledge,cognizance and acquiescence of each of said defendants, and further carry ourpaid purpose and plans the said officials so conspired that the fire departments of the City of Tulsa were not allowed to combat said fires until after the complete destruction of all of the property with in the confines of certain quarters of the city of Tulsa had been affected, resulting in the damageto this plaintiff to- as alleged in the sum of

5500.00

Plaintiff furtherallges that the value of said property so destroyed consisting of improvements upon said lots andthe personal property therein contained was _____ a full, true and complete itemized statement of said improvements and personal property is herto attached and Marked 1

Plaintiff further alleges he has attempted to and has rebuilt the said improvements upon the lots heretofore mentioned and has attempted to replace the improvements destroyed by the defendants herein with improvements similar inkind and ~~character~~ character to those that were destroyed ~~by the~~ and that the plaintiff has been oblige to anddid expend in thereplacement of said improvements, the rebuilding of said property and the refurnishing ofthe buildings, the sum of $5200.00 That this plaintiff did file with the Board of City commissioners its auditor and other agents authorized to recieve the same a full and correct itemized statement and account of the value of the properyt so destroyed and the expenditures so made by him to repalce the same, with the request that the same by allowed andpaid out of the gemeral fund of the City of Tulsa andthe City Commissioners and its duly authorized agents failed, refused and neglectmed to pay the same andstill fails, refuses, and neglects to pay said obligations,

Wherefore, the plaintiff prays judgment against the defendants andeach of them in the sum of $5500.00 for actual damages sustained by this plaintiff for the destruction of the property hereinbefore describ ed and in addition thereon the sum of $1560.00 the amount of revenue whic should have been receiged by the plaintiff from the date of destruction upmo thetime when presente improvements were constructed and in addition thereto the sum of $1000.00 as punitive damages forthe wrongful andmalicious acts in the destruction of the plaintiffs property as herein set out for such other judgements as to the court shall seem meet and just.

Elisha Scott
Geo W Cairy
Attorneys for Plaintiff.

8500

" EXHIBIT A "

LION BONDING AND SURETY CO.
OMAHA NEBRASKA

KNOW ALL MEN BY THESE PRESENTS:

That we, John A. Gustafson as principal and the Lion Bonding and Surety Company, a corporation duly incorporated under the laws of the State of Nebraska, as Surety, are held and firmly bound unt

THE CITY OF TULSA, OKLAHOMA:

in the sum of Three Thousand Dollars ($3,000.00) lawful money of the U. States of America, for the payment of which, well and truly made, we bind ourselves, our heirs, executors, administrators and assigns, joint ly and severally firmly by these presents.

SEALED WITH OUR SEALS AND dated this Fourth day of May 1920.

WHEREAS, the above bounden John A. Gustafson, has been duly appointed CHIEF OFPOLICE OF THECITY OF TULSA, OKLAHOMA.

N ow therefore, the condition of this obligation is such that if the said

JOHN A. GUSTAFSON

shall well and faithfully perform all the duties of his said office, then this obligation to be void, otherwise to remain in effect and full force.

IT IS UNDERSTOOD AND AGREED, andthis bond is given and accepted on the condition that the Surety shall in no way be held liabl for any loss, costs, damages, or expense of any kind caused by the fail ure of any Bank or Banks Institution or Depository or any kind to pay deliver over or porperly account for any money, moneys, papers, securities or property of any kind placed on deposit therein or in its custody by or for said JOHN A. GUSTAFSONsas such CHIEF OF POLICE or in aby othercapacity.

IT IS FURTHERUNDERSTOOD AND AGREED between all parties hereto that if the Surety shall select this bond may be can celled by giving thirty (30) days, notice in writing to the Mayor and commissioners of the CITY OFTULSA OKLAHOMA, andthis bond ~~which may have been committed~~ shall be deemed cancelled at the expiration of said thirty days (30) the said Surety remaining liable for all or any actions or act covered by this bond which may have been committed by the Principal up to the date of such cancellation, under the terms, conditions andprovisions of this bond and its release from all liability thereunder, refund the premium paid, less a pro rata thereof, for the time this bond shall have been in force.

IN WITNESS WHEREOF, said principal has hereunto set his hand andseal andthe LION BONDING AND SURETY COMPANY HAS caused this bond to be sealed with its corporate seal, duly attested by the signature of its Attorney-in-fact the day and year first above written.

John A. Gustafson

LION BONDING AND SURETY COMPANY
by Gus E. Payne
Attorney-in- fact (SEAL)

COUNTY OF)
) SS
STATE OF)

Before me, a _____ this _____ day of _____

A.D., 19___, personally appeared the said _____

to me known and known to me to be the individual described in and who executed the foregoing bond, and he acknowledged to me that he executed the same.

_____

approved as to form

Edward P. Marshall
City Attorney.

"EXHIBIT C " U

UNITED STATES
FIDELITY ANDGUARANTY COMPANY.
BALTIMORE MARYLAND.

NO___ $10,000.00

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles S. Younkman as principal and the United States Fidelity and Guaranty Company, a corporation duly incorporated under the laws of the state of Maryland as Surety, are held and firmly bound unto the City of Tulsa, Oklahoma, in the sum of Ten Thousand Dollars ($10,000.00) lawful money of the United States of America for the payment of which well and truly to be made we bined ourselves, our heirs, executors, administrators , successors and assigns, jointly and severally, firmly by these presents

Sealed with our seal and dated this fourth day of May,1920

Whereas the above bounden Charles Younkman shall well and faithfully performs all the duties of his said office, then this obligation to be void, otherwise to remain in full force and effect.

It is mutually understood and agreed between all parties hereto that if the Surety shall so elect this bond may be cancelled by giving thirty(30) days' notice in writing to the City of Tulsa Oklahoma. and this bond shall be deemed cancelled at the expiration of said thirty (30) days, the said Surety remaining liable for all og any act or acts covered by this bond which may have been committed by the principal up to the date of such cancellation, under the terms conditions and provisions of this bond and the Surety shall upon surrender of this bond audits release from liability thereunder, refund the premium paid, less a pro rata part thereof, for the time this bond shall have been in force.

IN WITNESS THEREOF: said principal has hereunto set his hand and seal andthe United States Fidelity And Guaranty Company has caused this bond to be sealed with its corporate seal duly attesed by the signatures of its Attorney-in-fact the day and year first above written.

Charles S Younkman.

United States Fidelity and Guaranty Company.
(SEAL)
by Wm. Stahl
Attorney-in-fact.

Approved as to form
Edward P. Marshall
City Attorney,

EXHIBIT D #

NO.___

UNITED STATES FIDELITY
AND GUARANTY COMPANY
BALTIMORE MARYLAND....

$10,000.00

KNOW ALL MEN BY THESE PRESENTS:

That we, T.D. Evans, as primcipal and the United States Fidelity and Guaranty Company , a corporation duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto;

CITY OF TULSA, OKLAHOMA

in the sum of Ten thousand ($10,000.00) dollars lawful money of the United States of America for the payment or which well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS FOURTH DAY OF MAY, 1920.

Whereas, the above bounden T.D. EVans was duly elected Mayor of the City of Tulsa Oklahoma.

Nowtherefore, the condition of this obligation is such that if the said T.D. Evans shall well and faithfully perform all the duties of his said office then this obligation to be void otherwise to remain in full force and effect.

IT IS MUTUALLY UNDERSTOOD AND AGREED between all parties hereto, that if the Surety shall so elect thisbond may be cancelled by giving thirty(30) days' notice to the city of Tulsa Oklahoma, andthis bond shall be deemed cancelled at the expiration of said thirty (30) days, and the said Surety shall upon surrender of this bond and its release from all liability thereunder refund the premium paid less a pro rata part thereof, for thetime this bond shall have been in force.

IN WITNESS WHEREOF: said primcipal has hereunto set his hand and seal and theUnited States Fidelity and Guaranty Company has caused this bond to be sealed with its corporate seal, duly attested by the signatures of its Attorney-in-fact the day and year first above written.

T.D. Evans

United States Fidelity and
Guaranty Company.

" EXHIBIT E "

UNITED STATES
FIDELITY ANDGUARANTY CO.
BALTIMORE MARYLAND.

NO____ $10,000.00

KNOW ALL MEN BY THESE PRESENTS:

That we, J, M. Adkinson, as principal andthe United States Fidelity and Guaranty Company, a corproation duly incorporated under the laws of the State of Maryland, as surety, are held and firmly bound unto the City of Tulsa Oklahoma, in the sum of Ten Thousand ($10,000.00) dollars, lawful money oftheUnited State s of America, for thePayment of which well and truly, to be made , we bind ourselves our heirs, our executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the fourth Day of May, 1920.

Whereas, the above boubden J.M. Adkinson was duly elected Commissioner of the City of Tulsa Oklahoma.

Now therefore, the condition of this obligation is such tha if the said J.M. Adkinson, shall well and faithfully perform the duties of his said office, then this obligation to be void otherwise to remain if full force and effect.

I t is understood and agreed, and this bond is given and accepted on the conditions that the Surety shallin no way be held liable for any loss, costs, damages, or expenses of any kind coused by the failure of any Bank, Institution, or Depository, of any kind to pay deliver over or properly account for, any money, moneys or papers secutities, or porperty, of any kind placed in deposit therin or in its custody for or by said as such or in any other capacity.

It is furtheruderstood and agreed between all parties hereto that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days notice to the City ofTulsa Oklahoma, and this bondk shall be deemed cancelled at the expiration of thesaid thirty days, and the said Surety remaining liable for all or any act or acts covered by this bond which may been committed under the terms, conditions , and provisions of this bond and the Surety shall upon surrender of this bond, and its release frbmall liability thereunder refund all the premium paid, less a pro rata part thereof for the time this bond shall have been in force.

IN witness thereof: said principal has set his hand and seal andtheUnited STATES FIDELITY ANDGUARANTY COMPANY has caused this bond to be sealed with its corporate seal, duly attested by the signatures of its Attorney-in-fact the day and year first above mentioned andwritten,

J.M. ADKINSON (SEAL)

UNITED STATES FIDELITY AND
GUARANTY COMPANY.
(SEAL)

By W.F. Stahl , attorney-in-fact.

Approved as to form.
Edward P. Marshall
City Attorney,

"EXHIBIT F"

NATIONAL SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS. That we Herman F. Newblock of Tulsa in the state of Oklahoma, as Principal, and National Surety company , a corporation dyly organized and existing under and by virtue of the laws oftheState of New York, and authorized to become sole surety are held and firmly bound unto the City of Tulsa in the State of Oklahoma, in the full and just sum of Ten Thousand Dollars ($10,000.00) lawful money of the United States of Americafor the payment of which well and tryly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents,

SIGNED AND SEALED this 26th day of April, A.D. 1920.

Whereas the said Herman F, New block has been dyly elected to the office of City Commissioner of Finance and Revenue for a term beginning on the 4th day of May, 1920, and ending on the 4th day of May , 1923. or until his successor is duly elected or appointed and qualifies.

NOW THEREFORE , the CONDITIOJS OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Herman F. Newblock, shall faithfully and truly perform all the duties of his said office of CITY COMMISSIONER OF FINANCE AND REVENUE, required by law then this obligation to be void: other wise to remain in full force and effect,

THIS BOND IS GIVEN ANDRECIEVED UNDER THE FOLLOWING EXPRESS CONDITIONS:

That the surety hereunder shall not be liable for any loss which may be sustained through thefailure of any bank or banks or other Depository to pay or deliver over any money and securities deposited with it by the said HermanF. Newblock which may comeinto his hands by virtue of his said office.

IN WITNESS WHEREOF : the said principal has hereunto set his handand seal, and the said NATIONAL SURETY COMPANY has caused these presents to be signed by its Resident Vice President and attested by its Resident Assistant Secretary andits corporate seal to be hereunto affixed the day and year first above written.

Herman F. Newblock,

NATIONAL SURETY COMPANY

By H.S. Sheler

Attest:
W.F. Moffat
Attorney-in-fact.

" EXHIBIT G "

NATIONAL SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: that we, O.A. Steiner, of Tulsa in the state of Oklahoma, a s principal and National Surety Company of a corporation duly organized under and by virtue of the laws of the State of New York, and authorized to become sole surety on bonds in the State of Oklahoma, as surety, are held and firmly bound unto the City of Tulsa in the State of Oklahoma, in the penal sum of Ten Thousand ($10,000.00) dollars, lawful money of the United States of America for the Payment of which wel and trulyto be made, we bind ourselves our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents,

SIGNED AND SEALED THIS 12 th day of May, A.D. 1921,

WHEREAS: the said O.A. Steiner, has been duly elected to the office of Commissioner of Streets and Public Property, for a term of one year beginning on the 4th day of May 1921, and ending on the 4th day of May 1922, or until his successor is duly elected orappointed, and qualifies.

Now therefore, the condition of the above obligations is such that if the above bounden O.A. Steiner shall faithfully and truly perform the duties of his said office, of Commissioner of public streets and Public Properties, as required by law, then this obligation to be void: otherwise to remain in full force and effect

IN WITNESS WHEREOF: the said NATIONAL SURETY COMPANY has caused these presents to be signed by its resident Vice President attested by its Resident Assistant Secretary, and the said primcipal has set his hand and seal, and also the National Surety Company's corporate seal to be hereunto affixed the day and year first written above.

O.A. Steiner

NATIONAL SURETY COMPANY
By N.A. VanNyck
Attorney-in-fact

O.K. Frank E. Duncan
6/14/21, City Atty.

State of) SS:
County of)

Before men, notary public this 12th day of May, A.D. 1921, personally appeared the said O. A. Steiner to known and known to me to be the individual described in and who executed the foregoing bond and he acknowledged the same to me ;

GusE Payne.
Notary Public,

(SEAL)
MY COMMISSION EXPIRES JULY 2ND, 1923.

"EXHIBIT H"

LION BONDING & SURETY CO.

OMAHA, NEBRASKA.

KNOW ALL MEN BY THESE PRESENTS:

That we, O. A. Steiner, as Principal, and the Lion Bonding & Surety Company, a corporation duly incorporated under the laws of the State of Nebraska, as Surety, are held and firmly bound unto

CITY OF TULSA, OKLAHOMA

in the sum of Ten Thousand Dollars, ($10,000.00) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND dated this FOURTH DAY of May, 1920.

WHEREAS, the above bounden O. A. Steiner, has been elected Commissioner #2, City of Tulsa, Oklahoma.

NOW, THEREFORE, the condition ofthis obligation is such, that if the said O. A. Steiner shall well and faithfully perform all the duties of his said office, then this obligation to be void, otherwise to remain in full force and effect.

IT IS UNDERSTOOD AND AGREED, and this bond is given and accepted on the condition that the Surety shall in no way be held liable for any loss, costs, damages or expenses of any kind caused by the failure of any bank, institution or depository of any kind to pay, deliver over or properly account for any money, moneys, papers, securities or property of any kind placed on deposit therein or in its custody by or for said or in any other capacity.

IT IS FURTHER UNDERSTOOD AND AGREED between all parties hereto, that if the Surety shall so elect, this bond may be cancelled by giving thirty(30) days, the said Surety remaining liable for all or any act or acts covered by this bond, which may have been committed, by the Principal up to the date of such cancellation, under theterms, conditions and provisions of this bond, and the Surety shall, upon surrender of this bond and its release from all liability thereunder, refund the premium paid, less a pro rata thereof, for the time this bond shall been in force.

IN WITNESS WHEREOF, said Principal has hereunto set his hand and seal, and the LION BONDING AND SURETY COMPANY has caused this bond tobe sealed with its corporate seal, duly attested by the signature of its Attorney-in-fact the day and year above written.

O. A. STEINER (SEAL)

LION BONDING & SURETY COMPANY

By Gus. E. Payne
Attorney-in-fact
(SEAL)

Approved as to form

Edward P. Marshall
City Attorney.

LIST OF PROPERTY

Lost in the city of Tulsa, Tulsa County, Oklahoma, June 1, 1921, by burning,

Said property being owned and under the control of Mrs. Birdie L. Lynch Farmer. All of Lot 9 Block 15, N. Tulsa Addition.

One 6 Room House, Plastered, Modern	$3000.00	
One 5 Room House, Plastered, Modern	2500.00	
Total		$5500.00

Rent from 6 Room House $35 per month
Rent from 5 Room House $30 per month

35.00
70.0
1.50

CITY OF TULSA
LEGAL DEPARTMENT

IN THE DISTRICT COURT OF TULSA COUNTY

STATE OF OKLAHOMA

[illegible]

PLAINTIFF

VS.

CITY OF TULSA et al

DEFENDANT

DEMURRER

Comes now the above named defendant, Nat. Security Co and for its demurrer to the petition of plaintiff filed herein alleges and states that the same does not state sufficient facts to constitute a cause of action in favor of the plaintiff and against this defendant.

[illegible]

Harry Sabin

ASSISTANT CITY ATTORNEY

No. 23367

IN THE DISTRICT COURT OF

TULSA COUNTY, OKLAHOMA

D. S. FARTER

Plaintiff

vs

CITY OF TULSA et al

DEFENDANT

DEMURRER

CITY OF TULSA
OKLAHOMA
LEGAL DEPARTMENT
I. J. UNDERWOOD, CITY ATTORNEY

SUMMONS

STATE OF OKLAHOMA,
County of Tulsa, } ss.

IN THE DISTRICT COURT

Beulah Lynch Hanner
Plaintiff

vs.

The City of Tulsa, et. al.
Defendant

No.

The State of Oklahoma, To the Sheriff of Tulsa County, Greetings:

YOU ARE HEREBY COMMANDED to notify H. F. Newblock, Mayor, T. D. Evans, O. A. Steiner, C. A. Younkman, Geo. H. Blair, The State Insurance Commissione for the Bonding Cos., The National Surety Co., a Corporation, The U. S. Fidelity & Guaranty Company, The Lion Bonding & Surety Co. The St. Clair Oil Company, a corporation.

that he have been sued by Plaintiff

in the District Court of Tulsa County, Oklahoma, and that he must answer the petition of said

filed against him in said Court, in the City of Tulsa, in said County, on or before the 20th day of July 1923, or said petition will be taken as true and judgment rendered accordingly.

You will make due return on this summons on the 8th day of June, A. D. 1923

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Tulsa in said County this 31st day of May A. D., 1923

HAL TURNER, Court Clerk.

By Zaro B. Rogers, Deputy

STATE OF OKLAHOMA, }
TULSA COUNTY } SS.

SHERIFF'S RETURN

Received this Writ 1 June 1923, at ____ o'clock ____ M., and served the same upon the following persons, defendants, within named, at the time following, to-wit:

H F Neubleck June 5, 1923
A R Nunico June 6 C A Gunderman Geo H Blume, 192____
, 192____
, 192____
, 192____
, 192____

by delivering to each of said defendants, personally, in said County, a true and certified copy of the within summons, with all the endorsements thereon. And upon

, 192____
, 192____
, 192____
, 192____
, 192____
, 192____

by leaving for each of said defendants at ____ usual place of residence of each in said County, with a member of the family over fifteen years of age, a true and certified copy of the within summons, with all the endorsements thereon.

The following persons, defendants, within named, not found in said County:

The State Insurance Commissioner Co The Grain Bonding Co
The St Clair Oil Co Not Found June 7-1923 To Comm June 8-23

SHERIFF'S FEES:

Service and return, first person,	$	.50
Service and return 5 person,	$	1.25
10 cop Summons,	$	2.50
Mileage 15 miles,	$	1.50
Not 4	$	.20
Total	$	5.95

R. D. SANFORD, SHERIFF
Sheriff.
Ramy Miller Deputy

Under Sheriff.

By ____, Deputy

SUIT BROUGHT FOR

If the defendant ____ fail to answer, plaintiff will take judgment for the sum of $ ____ with interest thereon at the rate of ____ per cent per annum from the ____ day of ____, 192____ and cost of suit.

HAL TURNER, Court Clerk
By Sherl Kay ____ Deputy

No. 23367

IN DISTRICT COURT

SUMMONS

vs.

Issued 5-31, 192____
Returnable 6-8, 192____
Ans. Due 8-20, 192____

Scott & Carey
Attorney for Plaintiff

I hereby certify the within to be a true copy of the Original Summons, with all the endorsements thereon.

Sheriff.
Under Sheriff
Deputy

TURNER COURT CLERK

BANKNOTE PRINTING CO., OSAGE 939

359
JUN 7 1923

PRAECIPE FOR SUMMONS

In the District Court of Tulsa County, State of Oklahoma

Birdie Lynch Farmer

Plaintiff

vs.

City of Tulsa
Et al

Defendant

NO.

TO THE CLERK OF SAID COURT:

ISSUE SUMMONS in the above entitled cause, and direct the same to the Sheriff of _____ County, State of Oklahoma, for the defendants H. F. Newblock, Mayor, City Hall
T. D. Evans
J. M. Adkinson
O. A. Steine
C. S. Youngman
George H. Blaine
John A. Gustafson,
National Surety Co.,
United States Fidelity and Guaranty Co.,
Lion Bonding and Surety Co.,
State Insurance ~~Commissioner~~ Commissioner for the Bonding Companies

Amount claimed, $ 80060.00 and interest from the _____ day of _____, 19____ at _____ per cent per annum

Action brought for Damages

Defendants required to answer on or before the 20 day of July, 1923

Make summons returnable 8 day of June A. D., 1923

Dated this 31 day of May A. D., 1923

Scott & Carry
Attorney for plaintiff.

No. 23367

District Court, Tulsa County, Okla.

PRAECIPE FOR SUMMONS

Birdie Lynch Farmer

vs.

City of Tulsa et. al.

Scott Harry

Attorney.

DISTRICT COURT
State of Oklahoma, County of Tulsa
FILED
MAY 31 1923
HAL TURNER, COURT CLERK

Black Printing Co., Tulsa, Okla.

STATE OF OKLAHOMA, }
COUNTY OF TULSA, } ss.

Received this writ this 2 day of June 1923 at ____ o'clock and served the same on United States Fidelity & Guaranty Co. defendant by delivering a copy thereof with all endorsements thereon, duly certified by me to be a true copy thereof to W. F. Stahl in TULSA County, on the 5 day of June 1923 he being the General Agent of the defendant corporation in TULSA County, Oklahoma, "no person being by said defendant corporation designated in said County upon whom summon can be served," and the President, Chairman of the Board of Directors, or Trustees, or other chief officer, Cashier, Treasurer, Secretary, or Managing Agent of said defendant corporation not being found in said county.

R. D. SANFORD, SHERIFF
____ Sheriff
By ____ Deputy
Ramey Miller Deputy

STATE OF OKLAHOMA, }
COUNTY OF TULSA, } ss.

Received this writ this 2 day of June 1923 at ____ o'clock and served the same on National Surety Company, a Corporation defendant by delivering a copy thereof with all endorsements thereon, duly certified by me to be a true copy thereof to Brink & Kramer in TULSA County, on the 5 day of June 1923 he being the Agents of the defendant corporation in TULSA County, Oklahoma, "no person being by said defendant corporation designated in said County upon whom summon can be served," and the President, Chairman of the Board of Directors, or Trustees, or other chief officer, Cashier, Treasurer, Secretary, or Managing Agent of said defendant corporation not being found in said county.

R. D. SANFORD, SHERIFF
____ Sheriff
By ____ Deputy
Ramey Miller Deputy

STATE OF OKLAHOMA, }
COUNTY OF TULSA, } ss.

Received this writ this 2 day of June 1923 at ____ o'clock and served the same on City of Tulsa defendant by delivering a copy thereof with all endorsements thereon, duly certified by me to be a true copy thereof to H. F. Newblock in TULSA County, on the 5 day of June 1923 he being the Mayor of the defendant corporation in TULSA County, Oklahoma, "no person being by said defendant corporation designated in said County upon whom summon can be served," and the President, Chairman of the Board of Directors, or Trustees, or other chief officer, Cashier, Treasurer, Secretary, or Managing Agent of said defendant corporation not being found in said county.

R. D. Sanford Sheriff
Ramey Miller Deputy

CITY OF TULSA
LEGAL DEPARTMENT

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY, OKLAHOMA.

D. Lynch Farmer)
Plaintiff)

vs.) No. 23367

CITY OF TULSA et al.,)
Defendants)

MOTION TO QUASH SERVICE AND
MOTION TO DISMISS

Comes now the City of Tulsa, one of the above named defendants, appearing specially and for the purpose of this motion only, moves the Court to quash, set aside, and hold for naught the purported service of summons had in this case for the reason that the same was not issued served and returned as provided by law.

T. J. Underwood & Harry L. S. Halley
Attorneys for the City of Tulsa
For the purpose of this motion only.

IN THE DISTRICT COURT OF
TULSA COUNTY, OKLAHOMA

D. LYNCH FARMER

Plaintiff

vs.

CITY OF TULSA et al.,

Defendants

SPECIAL APPEARANCE AND
MOTI(N TO QUASH

DISTRICT COURT
State of Oklahoma, County of Tulsa
JUL 14 1923
HAL TURNER, COURT CLERK

CITY OF TULSA
OKLAHOMA
LEGAL DEPARTMENT
I. J. UNDERWOOD, CITY ATTORNEY

IN THE DISTRICT COURT OF TULSA COUNTY

STATE OF OKLAHOMA

[illegible]

PLAINTIFF

VS.

[illegible] TULSA et al

DEFENDANT

[illegible]

DEMURRER

Comes now the above named defendant, [illegible] and for its demurrer to the petition of plaintiff filed herein alleges and states that the same does not state sufficient facts to constitute a cause of action in favor of the plaintiff and against this defendant.

[illegible]

[illegible]

[illegible]

No. 23367

IN THE DISTRICT COURT OF

TULSA COUNTY, OKLAHOMA

D. S. FARMER

Plaintiff

vs

CITY OF TULSA et al

DEFENDANT

DEMURRER

CITY OF TULSA
OKLAHOMA
LEGAL DEPARTMENT
I. J. UNDERWOOD, CITY ATTORNEY

CITY OF TULSA
LEGAL DEPARTMENT

IN THE DISTRICT COURT OF TULSA COUNTY

STATE OF OKLAHOMA

D S Farmer

PLAINTIFF

VS.

NO. 23367

CITY OF TULSA et al

DEFENDANT

DEMURRER

Comes now the above named defendant, C S Younkman and for its demurrer to the petition of plaintiff filed herein alleges and states that the same does not state sufficient facts to constitute a cause of action in favor of the plaintiff and against this defendant.

I Underwood

Harry Kelly

ATTORNEYS FOR DEFENDANT

No. 23557

IN THE DISTRICT COURT OF
TULSA COUNTY, OKLAHOMA

D. A. FARMER

Plaintiff

vs

CITY OF TULSA et al

Defendant

DEMURRER

DISTRICT COURT
State of Oklahoma
County of Tulsa
JUL 14 1925
HAL TURNER, COUNTY CLERK

CITY OF TULSA
OKLAHOMA
LEGAL DEPARTMENT
I. J. UNDERWOOD, CITY ATTORNEY

CITY OF TULSA
LEGAL DEPARTMENT

IN THE DISTRICT COURT OF TULSA COUNTY

STATE OF OKLAHOMA

A. J. Farmer

PLAINTIFF

VS. NO. 23367

CITY OF TULSA et al

DEFENDANT

DEMURRER

O. A. Steiner

Comes now the above named defendant, and for its demurrer to the petition of plaintiff filed herein alleges and states that the same does not state sufficient facts to constitute a cause of action in favor of the plaintiff and against this defendant.

J. Blundeworth,

Harry Hadley

ATTORNEYS FOR DEFENDANT

No. 25367

IN THE DISTRICT COURT OF

TULSA COUNTY, OKLAHOMA

D. A. PARKER

Plaintiff

vs

CITY OF TULSA et al

Defendant

DEMURRER

DISTRICT COURT
Tulsa County
JUL 14 1925
HAL TURNER, COURT CLERK

CITY OF TULSA
OKLAHOMA
LEGAL DEPARTMENT
I. J. UNDERWOOD, CITY ATTORNEY

CITY OF TULSA
LEGAL DEPARTMENT

IN THE DISTRICT COURT OF
TULSA COUNTY OKLAHOMA

D. LYNCH FARMER

Plaintiff

vs

THE CITY OF TULSA et al

Defendant

DEMURRER

FILED
LEGAL DEPARTMENT CLERK

CITY OF TULSA
OKLAHOMA
LEGAL DEPARTMENT
I. J. UNDERWOOD, CITY ATTORNEY

CITY OF TULSA
LEGAL DEPARTMENT

IN THE DISTRICT COURT OF TULSA COUNTY

STATE OF OKLAHOMA

[illegible]

PLAINTIFF

VS.

CITY OF TULSA et al

DEFENDANT

No. [illegible]

D E M U R R E R

Comes now the above named defendant, [illegible] and for its demurrer to the petition of plaintiff filed herein alleges and shows that the same does not state sufficient facts to constitute a cause of action in favor of the plaintiff and against this defendant.

[illegible]

[illegible]

ATTORNEYS FOR DEFT

No. [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

vs

[illegible]

[illegible]

[illegible]

CITY OF TULSA
OKLAHOMA
LEGAL DEPARTMENT
I. J. UNDERWOOD, CITY ATTORNEY