23315

IN THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA.

J. S. Gish, Plaintiff,

No.

VS.

T. D. Evans, J. M. Adkinson, O. A. Steiner, C. S. Newblock, C. S. Younkman, jointly and severally, with their respective sureties, United States Fidelity Guarantee Surety Co., a Corporation of Baltimore, Md., National Surety Company, a Corporation of New York, and the United States Fidelity Co., ~~[illegible]~~, a Corporation; T. D. Evans, as formerly Mayor and J. M. Adkinson, O. A. Steiner, C. S. Younkman, and H. F. Newblock, as formerly Commissioners of Tulsa, Oklahoma--Defendant City; and H. F. Newblock, as Mayor, H. W. Kickaddon, A. J. Rudd, J. C. Whiteside and J. M. Crutchfield, as Commissioners of Tulsa, Oklahoma--Tulsa, Oklahoma. Defendants.

Lyon Bonding & Surety Co.

# P E T I T I O N.

## FIRST CAUSE OF ACTION.

Comes, now, the above named plaintiff and, complaining, alleges and states his cause of action against the above named defendants to be:

I.

That plaintiff is a citizen of the United States of America a resident, free-holder and tax-payer of Tulsa, Tulsa County, Oklahoma, and was such on and at the times hereinafter mentioned;

II.

That for and during the months of May and June, 1921, and for a long period of time prior and subsequent thereto, the defendants, T. D. Evans was Mayor, and the said J. M Adkinson, O. A. Steiner, C. S. Younkman, and H. F. Newblock, were the Commissioners of the Defendant city, herein; the city of Tulsa, Oklahoma, a municipal corporation, organized, existing and operating under a special charter form of Government; and that H. F. Newblock, Mayor, A. J. Rudd, H. W. Kickaddon, J. M. Crutchfield and J. C. Whiteside are the present officers and their successors in office.

III.

Plaintiff states that some time during the night of May, 1921, the exact hour not being known to this plaintiff, the defendant City, by and thru its then duly elected, acting and qualified officers, the said then Mayor and Commissioners, met with divers, sundry and various persons, whose names are at this time unknown to this plaintiff and then and there corruptly, willfully, maliciously and premeditatively, formed a conspiracy against the property, liberty and life of this plaintiff and all persons of color within the limits of the defendant city and the additions thereto; that the defendant city, by and thru its duly elected, acting and accredited officers, the then Mayor and Commissioners, as aforesaid, in the furtherance of said conspiracy as aforesaid, seized and took possession of Hardware stores, in which there were fire-arms and ammunitions, distributing

the same smong humerous white persons, saying in substance "Go out and kill you a d__m nigger"; that under said illegal, unlawful and unwarrantable acts and command of said city officials then and there acting as aforesaid, this streets of Tulsa became all agog with a seething, surging sea of humanity, a veritable army of mad men--with passions long pent up, fanned into white heat of racial hate and racial prejudice, as an immediate, proximate and direct result of said illegal command, as aforesaid on the part of said officials, then and there acting as aforesaid, which illegal and unlawful command was, as aforesaid, in substance, "Go out and kill you a d___m nigger", they seized the reins of the City's Government and for a period of twenty-four hours thereafter, suspended the orderly processes of the law, routed society, put to flight civilization and arrested christianity, the said City officials, as aforesaid, then and there acting ain all things as the leaders, thereof; that said illegal and unlawful action of said defendant city, thru and by its said officers, as aforesaid, immediately, proximately and directly caused a great disturbance of the public peace; that said illegal acts and illegal command, as aforesaid, by the defendant city's officials, aforesaid, then and there acting resulted then and there in the shooting and the discharging of fire-arms and the obstruction of the public streets of the defendant City in violation of specific ordinances of said defendant City, which are as follows, to-wit:

> "Article IX-Disturbing the Peace--Section 1123; Disturbing the Peace--It shall be unlawful for any person to willfully and maliciously, either by day or by night, to disturb the peace and quietude of the City of Tulsa, by loud or unusual noise of any kind whatever, or by loud or profane, abusinve, violent obscene or blasphemous language, whether addressed to the person or party so disturbed, or to some other person or by fighting or threatening to fight, or by shooting of firearms, or by brandishing the same or to conduct one's self in a disorderly manner in any public place or in any other place within the limits within the City of Tulsa.
>
> Section 1124--Discharging Fire-arms--It shall be unlawful for any person to fire off or discharge any cannon, gun, or fowling piece, pistol or any other fire-arm of any description, or to fire off or explode any quibs, crackers or any other things, containing powder or other explosives or combustible material within the limits of the town without permission from the Mayor, which permission when so given shall limit the time of such firing and shall be subject to being revoked at any time by the Mayor".

and that the said defendant City, by and thru its then officers as aforesaid, then and there led in the commission of said crime and the breaking of and disregard of said ordinances as aforesaid; that said ordinances carried with them a penalty for the violation, thereof; but, that the said officers, as aforesaid, whose duty it was to enforce same, have not to this day punished or attempted to punish any one for the violation of the same; that the then Mayor and Commissioners, as aforesaid, corruptly, knowinly, unlawfully, maliciously and willfully, covertly and overtly, conspired with others whose names are at this time to plaintiff unknown in the disturbance of the peace, the obstructing of the streets and the discharging of firearms; and that the peace of the inhabitats of the defendant who were not a part of said unlawful organization, was greatly disturbed and that said officials, aforesaid, had met, conspired, confederated and joined together, with divers and sundry persons, whose names are at this time unknown to plaintiff, with the unlawful intent and purpose, then and there to deprive this plaintiff of his liberty and of his right to protect his property and the pursuit of happiness, all on the account of his race and color, and previous condition of servitude, and in violation of the constitution and the 14th Amendment o of the Constitution of the United States of America and the laws enacted in pursuance thereof; and that by said acts and illegal command of said defendant city, thru and by its then Mayor and Commissioners, as aforesaid, then and there acting, the then said Mayor and Commissioners of said defendant City, were and are

guilty of a BREACH OF LEGAL DUTY, which by virtue of said illegal acts of omission and commission, as aforesaid, they were enjoined not to commit or suffer to be committed under the laws of the State and the State Constitution and the federal constitution and laws, as aforesaid and their solemn oaths of office.

IV.

Plaintiff says and states that by reason of and as a direct immediate and proximate consequence of the corrupt, illegal and unlawful acts of omission and commission of the then Mayor and Commissioners, of the Defendant City, as aforesaid, on the morning of June 1, 1921, and while in the quiet and peaceable possession of his home this plaintiff was arrested and deprived of his liberty, and that the same was by and under the direct command of the defendant City, by and through its then Mayor and Commissioners, as aforesaid; that the said Mayor and Commissioners, as aforesaid, had ordered all persons of color arrested, to be killed or arrested, if arrested alive to be carried to Convention Hall, Fair Grounds, Park or some other Detention Camp, or stockade or what not, which the defendant City, had, through and by its officers, as aforesaid, under cover of the night May 31, 1921 prepared in anticipation of the said wholesale illegal and indiscriminate arrest to follow, in order to carry out the intent, purpose and design of said conspirators, as aforesaid; and that the persons, whose names are to plaintiff, now, unknown who arrested this plaintiff without his consent and against his will, were under the direct command and supervision of the then Mayor and Commissioners of the defendant City; that, though, he had committed no crime, plaintiff was arrested, maltreated and discriminated against, solely on account of his race and color (he being a Negro) and previous condition of servitude and in violation of the constitution of the state of Oklahoma, and the 14th Amendment to the Constitution of the United States of America, and the laws enacted in pursuance, thereof, and in violation of the ordinances of the defendant city, and the oath of office of the said defendant City's officers, as aforesaid, that said defendant city through and by its said officers, as aforesaid, that said defendant city, through and by its said officers did not order, nor were there any persons or persons of any other racial group, other than the Colored race, of which Plaintiff is a member, arrested; that said defendant City had ample and sufficient power and means for the protection of the life and property of this plai plaintiff and others of his racial group, but negligently, wilfully, maliciously and corruptly failed and refused so to do, because of the reason, as aforesaid; namely; because of the Plaintiff's racial color and previous condition of servitude.

Plaintiff further states that by reason of said false and illegal arrest, he was subjected to great humiliation, scorned ridiculed, bodily pain and mental anguish; and that the defendant City through and by its then officers, as aforesaid, further subjected this plaintiff to ridicule and scorn, and held him up to contempt by forcing plaintiff to wear a tag for a great number of days, which tag was for the purpose of preventing the plaintiff among other things, from exercising his said rights as a man, and as a citizen of the state of Oklahoma, and of the United States, said tag, a copy of which is hereto attached, and marked Plaintiff's Exhibit "A" and made a part hereof, was the mark of Cain on the brow of this Plaintiff which caused Plaintiff to hark back to and beyond the days of slavery of the period of the Dark Ages when Christianity was unknown, all of which was and is to the plaintiff's great damage in the sum of $13,850.00 ~~66666~~

Wherefore premises considered, plaintiff prays judgment against the defendants in the sum of $13,850.00 and for such other and further judgments, orders and decrees as to the court may seem right and just, including costs of this action.

4

SECOND CAUSE OF ACTION.

For a second and further cause of action against the defendants, T. D. Evans, J. M. Adkinson, O. A. Steiner, C. S. Younkman, H. F. Newblock, U. S. Fidelity Guaranty Surety Company, a corporation of Baltimore, Md., National Surety Company, a corporation, of New York, and the United States Fidelity Company of New York, a corporation; T. D. Evans, as formerly Mayor, and J. M. Adkinson, O. A. Steiner, C. S. Younkman and H. F. Newblock, as formerly Commissioners, of Tulsa, Oklahoma, defendant City; and H. F. Newblock as Mayor, H. W. Kiskaddon, A. J. Rudd, J. M. Crutchfield and J. C. Whiteside as Commissioners of Tulsa, Oklahoma, and Tulsa, Oklahoma, a municipal corporation organized and existing under a special charter form of government of the state of Oklahoma, defendants, plaintiff repleads, adopts and reiterates all the matters and things alleged and set forth in his said first cause of action, as fully and with the same intent and like purposes as though the same were incorporated in this his second cause of action, word for word and figure for figure, and in addition thereto, alleges and states:

I.

That on the 31st day of May and the 1st day of June, 1921, and long prior therto this Plaintiff was living upon and the owner of and in the quiet, peaceable and undisturbed possession of
Lot Seven (7)
BLOCK Forty Seven (47)
ADDITION Original town Tulsa Okla.
TO the city of Tulsa, Oklahoma, and had the tilte in and to all the property real and personal, as set forth in Plaintiff's Exhibit "B" attached, hereto, and made a part of this petition; and that the value of the same as set forth in said Exhibit is fair and reasonable.

II.

Plaintiff further states that as a direct, proximate and immediate result and consequence of the conspiracy, illegal acts of omission and commission of the defendant City, to and by its officers as alleged and set forth in his first cause of action, on the morning of June 1, 1921, his said property was looted, stolen, carried away or burned; that the then Mayor instructed persons, whose names are at this time unknown to this Plaintiff, in words, the substance of which is as follows; "Burn every Negro's House as far North as Haskell Street"; which said illegal command and acts of omission and commission on the part of and by the then Mayor and Commissioners of the defendant City of Tulsa, Oklahoma, did and does constitute a Breach of Legal Duty, by virtue of their said offices, they ere bound and enjoined to perform; that said loss of property, as aforesaid, was due wholly to the corrupt, willful and negligent acts of omission and commission of the defendant City, through and by its then officers, then and there acting as hereinbefore set forth, in Plaintiff's cause of action, herein; that had said defendant City through its then officers done its duty, Plaintiff's property would not have been destroyed; that said defendant city, at said time, possessed an efficient Fire Department, manned and equipped with all modern apparatuses; but, notwithstanding, said facts, said defendant City made absolutely no efforts to extinguish the flames that consumed the Plaintiff's property, nor would it permit anyone else to do so.

Plaintiff states that as a direct result of said illegal commands, acts of omission and commission, as hereinbefore set forth and by its Mayor and Commissioners, this Plaintiff, in the destruction of his property was damaged in the sum of $13,850.00 FOR which said defendant City, then and there became liable, because of the reasons aforesaid; and damaged in the further sum of $21,000.00 as a reasonable rental value thereof from the 1st day of June, 1921, to the 31st day of May 1923.

Plaintiff states that on the _____ day of _____ 192_____, and within the time required by statute, this Plaintiff served onthis defendant City, notice of loss of his property, herein referred to, together with a verified claim of the same, a true copy of which is hereto attached, marked Plaintiff's Exhibit "C" and made a part hereof; that said claim was by said defendant City, was disallowed in a regular meeting of said then Mayor and Commissioners on the _____ day of _____ 192_____, that said claim is just, due and outstanding.

Wherefore, premises considered, plaintiff prays judgment on this his second cause of action in the sum of $_____ as the value of the destruction of his property, hereinbefore referred to, and damages in the further sum of $ 21,000.00 as a fair rental value of the same from the 1st day of June, 1921, to the 31st day of May month, 1923 and for such orders, judgments and decrees as to the court may seem right and just, including all costs, herein laid out and expended.

A. A. Guess, B. C. Franklin
E. L. Saddler
ATTORNEY FOR PLAINTIFF

THIRD CAUSE OF ACTION.

For a third and further cause ofaction agginst the U. S. Fidelity Guaranty Surety Company, corporation of Baltimore, Maryland, National Surety Company, a corporation of New York, and the United States Fidelity Company, a corporation of New York, the plaintiff repleads, adopts and re-iterates all the matters and things alleged and set forth in his first and second causes of acton, just as fully and with the same intent and like purposes, as though the same were incorporated inthis his third cause of acton, word for word and figure for figure, and inaddition therto, alleges, in- forms a d gives the court to know hat on the 31st day of May and the 1st day of June, 1921, and long prior and subsequent, thereto;

I.

That the UnitedStates Fidelity & Guaranty Company of Baltimore, Maryland, was a surety in the sum of $10,000.00, on the bond of T. D. Evans for the faithful performance of the duties of his said office, a copy of which bond, is hereto attached, marked Plaintiff's Exhibit "D" and made a part hereof;

II.

That the United States Didelity & Guarnaty Company, of Baltimore, Maryland, were the surety on the bond for Charles S. Younkman, (C. S. Younkman) in the sum of $10,000.00, for the faithful performance of the duties of his said office, a copy of which bond, is hereto attached, marked Plaintiff's Exhibit "E", and made a part of this petition.

III.

That the National Surety Company, a corporation of New York was surety for Herman F. Newblock (H. F. Newblock) for the faithful performance of the duties of his said office, a copy of which bond is hereto attached, marked Plaintiff(s Exhibit "F" and made a part hereof, said bond being in the sum of $10,000.00

IV.

That the United States Fidelity and Guaranty Company, of Baltimore, Maryland, was the surety for J. M. Adkinson, for the faithful performance of the duties of his office, said bond being in the sum of $10,000.00, copy of which is hereto attached, marked Plaintiff's Exhibit "G", and made a part of this petition.

V.

That LION BONDING & SURETY COMPANY of Omaha, Nebraska, and the National Surety Company of New York, were sureties in the sum of $10,000.00, each, of O. A. Steiner, for the faithful performance of the duties of his said office, a copy of which Bonds are hereto attached, and made a part, hereof, and marked Plaintiff's Exhibit "H" and "I".

VI.

Plaintiff states that by reason of the illegal commands, acts of ommission and commission, and breach of legal duty, as alleged and set forth in the first and second causes of action, as committed by the defendants, T. D. Evans, J. M. Adkinson, Herman F. Newblock (H. F. Newblock), Charles S. Younkman (C. S. Younkman), and O. A. Steiner, as Mayor and Commissioners of the Defendant City at the time and in the manner, as set forth in said first and second causes of action; the said defendants, the United States Fidelity and Guaranty Company of Baltimore, Md., The National Surety Company of New York and the Lion Bonding & Surety Company of Omaha, Nebraska, became liable for said illegal acts of ommission and commission, and breach of legal duty of the above mentioned defendants.

Wherefore, premises considered, plaintiff prays judgment on this his third cause of action against the above named defendants in the sum of $ 10,000.00 for the false arrest and imprisonment of this plaintiff, for the further sum of $ 13,850.00 for thedestruction of his said property, hereinbefore described forthe sum of $ 21,000.00 as a fair rental value, thereof, from the 1st day of June, 1921, to the 31st day of May month, 1923 and for such other judgments, orders and decrees as to the court may seem just and equitable including all of his costs, herein laid out and expended.

Suddler Franklin Guess
ATTY FOR PLAINTIFF.

J. S. Gist, after being first duly sworn, on his oath, states that he is the plaintiff in the above entitled and numbered cause of action; that he has read the above and foregoing petition, that he knows the matters and things set forth in the first, second, and third causes of action, therein, and that the same are true, as he verily believes.

J S Gist
Plaintiff

Subscribed and sworn to before me this the 31st day of May, 1923.

R. H. Chappelle
Notary Public.

My commission expires 8th day of Nov 1924.

J. S. [illegible] 21 [illegible]

City Tulsa

Bulg [illegible] $8.000

Bulg 25 x 35 $3.000

Furniture for 12 Rooms

[illegible] Room total 1200 ✓

2 [illegible] stoves 50 each 100 ✓

[illegible] 35 ✓

[illegible] for [illegible] 800 ✓

[illegible] Machine 50 ✓

[illegible] stove 40 ✓

[illegible] 10 ✓

[illegible] 25 ✓

[illegible] 30 ✓

[illegible] 3 30 ✓

800
50
10
25
50
$935

100
50
40
190

# List of Property

**lost in Tulsa and Tulsa County, Oklahoma, June 1st, 1921, as a result of rioting, looting, incendiarism, etc.**

**Said property owned or in the possession of and under control of**

Name J. S. Gist P.O. Address 121 N. Greenwood

## *Buildings and Improvements*

| Addition to Tulsa, Tulsa Co., Okla. | Lot | Block | Description of Improvements | Value of Imp. | Total Value |
|---|---|---|---|---|---|
| [illegible] | 7 | 47 | [illegible] | [illegible] | |
| | 7 | 47 | 1 [illegible] | [illegible] | |
| | | | | | |
| | | | | | 7100 |

## *Personal Property*

| | Kind | Number | Value | Total Value |
|---|---|---|---|---|
| 1 | Horses | | | |
| 2 | Mules | | | |
| 3 | Cattle | | | |
| 4 | Hogs | | | |
| 5 | Tools and Implements | | | |
| 6 | Wagons and Harness | | | |
| 7 | Carriages and Vehicles | | | |
| 8 | Automobiles | | | |
| 9 | Household Furniture | | 1400 | |
| 10 | Pianos | | | |
| 11 | Watches | | | |
| 12 | Other Musical Instruments | | | |
| 13 | Gold and Silver Plate | | | |
| 14 | Diamonds and other Jewelry | | | |
| 15 | Guns | | | |
| 16 | Office Furniture | | | |
| 17 | Furniture and Fixtures of Theatres and Amusements | | 1410 | |
| 18 | Lodge Room Fixtures | | | |
| 19 | Typewriters | | | |
| 20 | Books | | 50 | |
| 21 | Law Libraries | | | |
| 22 | Money, Checks | | | |
| 23 | Stocks, Bonds | | | |
| 24 | Eating House Fixtures | | 190 | |
| 25 | Dogs | | | |
| 26 | Billiard and Pool Tables | | | |
| 27 | All Other Personal Property Not Listed above | | | |

TOTAL VALUE AS LISTED 13,850.00

I, the undersigned affiant, do solemnly swear (or affirm) that I have listed above and within, all personal property, money and buildings, owned, used, possessed or controlled by me, for myself or any other person or persons as guardian, husband, parent, trustee, executor, administrator, receiver, accounting officer, partner, factor, bailee or agent, and that I have made true answers to the above and foregoing questions, according to the best of my knowledge, so help me God.

(Signed) J. S. Gist

Subscribed and sworn to in my presence this _____ day of 1921

By _____

My commission expires _____, 192____

| J.S. Gist | 121 N Greenwood |
|---|---|
| City Tulsa | |
| Bldg 125 x 75 | $8.000 |
| Bldg 25 x 35 | $3.000 |
| Furniture for 12 Rooms | |
| $100. Per Room total | 1,200 |
| 2 Cook stoves 50 each | 100 |
| Dishes | 50 |
| Clothing for 4 | 800 |
| Sewing Machine | 50 |
| heating stove | 40 |
| Clocks | 10 |
| Pictures | 25 |
| Books | 50 |
| Trunks 3 | 50 |
| 800 | |
| 50 | 100 |
| 10 | 50 |
| 25 | 40 |
| 50 | |
| $935 | 190 |

| J.S. Gist | June 26. 21 |
|---|---|
| Barber Shop 3 chairs and Fixtures | 1000 |
| cash Register | 150 |
| 2 Electric Fans | 75 |
| Cigar case | 50 |
| Shineing stan | 35 |
| Light Fixtures | 75 |
| Tools | 25 |
| | $1410. |

$11000
2850
$13850

J.S. List 21 Ingrenwood
city Tulsa

Buildg 120 x 75 $8,000

Buildg 25 x 35 $3,000

Furniture for 12 Rooms
$100 [illegible] Room total 1200 ✓
2 [illegible] stoves 50 each 100 ✓
[illegible] 35 ✓
[illegible] 800 ✓
[illegible] Machine 50 ✓
[illegible] stove 40 ✓
[illegible] 10 ✓
[illegible] 25 ✓
[illegible] 50 ✓
[illegible] 3 [illegible] ✓

800
50
10
25
50
$935

100
50
40
190

# List of Property

**lost in Tulsa and Tulsa County, Oklahoma, June 1st, 1921, as a result of rioting, looting, incendiarism, etc.**

**Said property owned or in the possession of and under control of**

Name C. S. Gist P.O. Address 121 N. Greenwood

## *Buildings and Improvements*

| Addition to Tulsa, Tulsa Co., Okla. | Lot | Block | Description of Improvements | Value of Imp. | Total Value |
|---|---|---|---|---|---|
| [illegible] | 7 | 47 | [illegible] | [illegible] | |
| | 7 | 47 | [illegible] | [illegible] | |
| | | | | | |
| | | | | | [illegible] |

## *Personal Property*

| | Kind | Number | Value | Total Value |
|---|---|---|---|---|
| 1 | Horses | | | |
| 2 | Mules | | | |
| 3 | Cattle | | | |
| 4 | Hogs | | | |
| 5 | Tools and Implements | | | |
| 6 | Wagons and Harness | | | |
| 7 | Carriages and Vehicles | | | |
| 8 | Automobiles | | | |
| 9 | Household Furniture | | 1410 | |
| 10 | Pianos | | | |
| 11 | Watches | | | |
| 12 | Other Musical Instruments | | | |
| 13 | Gold and Silver Plate | | | |
| 14 | Diamonds and other Jewelry | | | |
| 15 | Guns | | | |
| 16 | Office Furniture | | | |
| 17 | Furniture and Fixtures of Theatres and Amusements | | 1410 | |
| 18 | Lodge Room Fixtures | | | |
| 19 | Typewriters | | | |
| 20 | Books | | 50 | |
| 21 | Law Libraries | | | |
| 22 | Money, Checks | | | |
| 23 | Stocks, Bonds | | | |
| 24 | Eating House Fixtures | | 190 | |
| 25 | Dogs | | | |
| 26 | Billiard and Pool Tables | | | |
| 27 | All Other Personal Property Not Listed above | | | |

TOTAL VALUE AS LISTED 13,850.00

I, the undersigned affiant, do solemnly swear (or affirm) that I have listed above and within, all personal property, money and buildings, owned, used, possessed or controlled by me, for myself or any other person or persons as guardian, husband, parent, trustee, executor, administrator, receiver, accounting officer, partner, factor, bailee or agent, and that I have made true answers to the above and foregoing questions, according to the best of my knowledge, so help me God.

(Signed) C. S. Gist

Subscribed and sworn to in my presence this [illegible] day of 1921

By: [illegible]

My commission expires [illegible], 192[illegible]

J.S. Gist 121 N greenwood
city Tulsa

| | |
|---|---|
| Bildg 125 x 75 | $8.000 |
| Bildg 25 x 35 | $3.000 |
| Furniture for 12 Rooms $100. Per Room total | 1.200 |
| 2 Cook stoves 50 each | 100 |
| Dishes | 50 |
| Clothing for 4 | 800 |
| Sewing Machine | 50 |
| heating stove | 40 |
| Clocks | 10 |
| Pictures | 25 |
| Books | 50 |
| Trunks 3 | 50 |
| 800 | |
| 50 | |
| 10 | 100 |
| 25 | 50 |
| 50 | 40 |
| $935 | 190 |

J.S. Gist June 26. 21

| | |
|---|---|
| Barber Shop 3 chairs and Fixtures | 1000 |
| cash Registes | 150 |
| 2 Electric Fans | 75 |
| Cigar case | 50 |
| Shineing stan | 35 |
| Light Fixtures | 75 |
| Tools | 25 |
| | $1410. |

$11000
2850
$13850

UNITED STATES
FIDELITY AND GUARANTY COMPANY

No._____ BALTIMORE, M.D. $10,000.00

KNOW ALL MEN BY THESE PRESENTS:

That we, T.D.Evans as Principal, and the United States Fidelity and Guaranty Company, a corporation duly organized 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 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 T.D.Evans was duly elected Mayor of the City of Tulsa, Oklahoma.

NOW THEREFORE, the conditions 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 shall 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 the said thirty(30)days, the 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 the terms, 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 prorata part thereof, for the time this bond shall have been in force.

IN WITNESS WHEREOF, said Principal has hereunto set his hand and seal, and the United States Fidelity and Guaranty 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.

T.D.Evans

xW
United States Fidelity and
Guaranty Company
W.F.Stahl
Attorney-in-fact(SEAL)

Approved as to form

Edward P.Marshall
City Attorney.

_____
Asst.Secretary.

PLAINTIFF EXHIBIT "D"

UNITED STATES
FIDELITY & GUARANTY COMPANY
BALTIMORE, MA.

NO_____ $10,000.00

KNOW ALL MEN BY THESE PRESENTS:

That we, J.M.Adkinson, 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 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 J.M.Adkinson, ~~[illegible]~~ , was duly elected Commissioner of the City of Tulsa, Oklahoma.

Now, therefore, the condition of this obligation is such that if the said J.M.Adkinson, 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 deliver over or properly account for any money, moneys, papers, secutities, or property of any kind placed on deposit therein or in its custody by or for said _____ as such or in any other capacity.

It is further agreed and understood by and 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 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 the terms 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 have been in force.

In witness Whereof, said Principal has hereunto set his hand and seal, and the United States and Guaranty 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.

J.M.Adkinson(SEAL)

United States Fidelity &
Guaranty Company Seal.
By W.F.Stahl,
Attorney-in-fact.

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

EXHIBIT "G".