STATE OF OKLAHOMA }
} ss
TULSA COUNTY }

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

23366

Ester Henry

PLAINTIFF

vs

The City of Tulsa:

T. D. Evans, Mayor,
G. A. Steiner,
J. M. Adkinson,
Charles S. Youngman,
Herman F. Newblock, Commissioners
of the City of Tulsa,
and John A. Gustafson, Chief of Police of the
City of Tulsa, and the National Surety Company,
a corporation, United States Fidelity & Guaranty
Company, a corporation, and the Lion Bonding &
Surety Company, a corporation. . . . . .Defendants.

+ Geo. H. Blaine Ex chief of Police Tulsa

PETITION

Comes now the plaintiff and for cause of action against the defendants and each of them, allegeges 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 a property owner and tax payer in said City of Tulsa, 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, G. A. Steiner, J. M. Adkinson, Charles S. Youngman, and Herman F. Newblock 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 the duly appointed and acting Chief of Police. —

That said County of Tulsa of Tulsa is a duly incorporated County within which the said City of Tulsa is located and commissioned to act through it duly and regularly elected and qualified Board of City Commissioners and that at all times hereinafter mentioned the said _____

_____ and _____

were the duly elected, qualified and acting Board of City Commissioners and that the County Seat of the said Tulsa County is Tulsa, Oklahoma.

That the National Surety Company is a corporation duly organized and existing 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.

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 the bonds in the State of Oklahoma surety.

That the United States Fidelity & Guaranty Company is a corporation duly incorporated under the laws of the State of Maryland with its principal place of buisness at Baltimore, Maryland, and are authorised to become sole surety on bonds in the State of Oklahoma as surety.

That heretofore to-wit: on or about May 30th, 1921, said plaintiff was the owner in fee of certain real estate with improvements thereon, located in the city of Tulsa, described as follows;

Lots 1 + 2 in Block 3
6 Room House $1,115.0
2 additional 4 Room Houses, 133.0
Rent lost by reason of Defa acts 2,636

said property being located in that portion and part of the city of Tulsa north of the Frisco Railway Station

said improvements being all of a substantial nature and of recent construction and comparatively new; That the property located on

That is plaintiff was the owner in fee of said above described property and paid taxes thereon and the same was carried upon the tax tolls in the name of this plaintiff as the owner thereof.

That on or about May 30th, 1921, the defendants above named and each of them and the City of Tulsa acting through its legally elected and qualified commissioners and officers and through its agents and employees and through its lawfully orgainzed police forces, did wrongfully conspire, acquiesce in and assist certain person and persons to this plaintiff unknow, in the wrongful and felonious endeavors to burn and pillage and destroy certain property 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 real estate hereinbefore described, said property belonging to this plaintiff.

That the defendant the Lion Bonding & Surety Company executed a certain bond in the sum of $3,000.00 as bondsman of the said Chief of Police and co-defendant therein, John A. Gustafson, a copy of which is hereto attached and marked Exhibit A, and that by reason of said bond the said Lion Bonding & Surety Company are liable for the wrongful acts of the Said John A. Gustafson and his malefeasance in office as Chief of Police.

That the United States Fidelity & Guaranty Company made, executed and delivered a certain bond on behalf of Charles S. Younkman in the sum of $10,000.00, a copy of which is hereto attached and marked Exhibit "C" and made a part hereof, and by reason of the said bond are liable for the wrongful acts of the said Charles S. Younkman, defendant herein and then one of the Commissioners of the City of Tulsa.

And the defendant the United States Fidelity & Guarnty Company made, executed and delivered a certain bond in behalf of T. D. Evans one of the co-defendants herein, in the sum of $10,000.00, a copy of whichbond is hereto attache and marked and marked Exhibit "D", and that by reason of said bond are liable for the wrongful acts of said T. D. Evans, defendant herein, and the Mayor of the City of Tulsa.

That the defendant the United States Fidelity & Guaranty Company made, executed and delivered a certain bond in the sum of $10,000.00 in behalf of J. M. Adkison, one of the Commissioners of the City of Tulsa, and one of the co-defendant herein, a copy of which bond is hereto attached and marked Exhibit "E", and by reason of said bond are liable for the wrongful acts of J. M. Adkison, Commissioner of the City of Tulsa.

That the defendant the National Surety Company made, executed and delivered a certain bond in the sum of $10,000.00 on behalf of Herman F. Newblock, one of the co-defendants, a copy of which bond is hereto attachedand marked Exhibit"F", and by reason of said bond are liable for the wrongful acts of said Herman F. Newblock, defendant herein and then Commissioner of the City of Tulsa.

That the defendant the National Surety Company made, executed and delivered a certain bond on behalf of O. A. Steiner, one of the defendants herein, in the sum of $10,000.00, a copy of which bond is hereto attached , marked Exhibit "G" and made a part hereof and by reason of said bond are liable for the wrongful acts of said O. A. Steiner, defendant herein, and then one of the Commissioners of the City of Tulsa.

That the defendant the Lion Bonding & Surety Company made, exeated and delivered a certain bond in the sum of $10,000.00 on behalf of O. A. Steiner one of the coedefendants herein, a copy of which bond is hereto attached and marked Exhibit "H" and made a part hereof, 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 the full knowledge, connivance, consent and conspiracy of these defendants with their full knowledge, cognizance and acquiescence of each of said defendants and to further carry out said purpose and plans the said defendants so conspired that the said fire dipartments of the City of Tulsa were not allowed to combat the fires until after the complete destruction of all of the property within the confines of certain quarters of the City of Tulsa had been affected, resulting in the damage to this plaintiff as alleged in the sum of$

Plaintiff further alleges that the value of said property so destroyed consisting of the improvements upon said lots and the personal property therein contained was $ a full, true and complete itemized list of said improvements and personal property is hereto attached and made a part hereof and marked Exhibit "I".

That the plaintiff did file with the Board of City Commissioners, its auditor and other agents authorized to receive the same a full, true and correct itemized and completed account of the value of the property so destroyed and paid out of the general fund of the City of Tulsa, but that the said defendants, the City of Tulsa and the City Commissions and its duly authorized agents failed, refused and neglected to pay the same and still fails, refuses and neglects to pay said obligation.

Wherefore, plaintiff prays judgment against the defendants and each of them in the sum of $ $4,116 for actual damages sustained by this plaintiffs for the destruction of the property hereinbefore described and in addition thereto the sum of $ the amount of revenue from said property which revenue would have been reveived by said plaintiff from the date of destruction up to the time the the said improvements were constructed, and in addition thereto the sum of $10,-000.00 as punitive damages for the wrongful and malicious acts in the destruction of plaintiff's property as herein set out and for such other judgment as to the court shall seem meet and just.

Elisha Scott
Geo. W. Carry
Attorney for Plaintiff

EXHIBIT A

LION BONDING & SURETY COMPANY

OMAHA, NEBRASKA.

KNOW ALL MEN BY THESE PRESENTS:

That we, John A. Gustafson 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 Three Thousand Dollars ($3,000.00) 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 JOHN A. FUSTAFSON HAS BEEN DULY APPOINTED CHIEF OF POLICE OF THE CITY OF TULSA, OKLAHOMA.

NOW, THEREFORE, the condition of this obligation is such, that if the said

JOHN A. FUSTAFSON

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 expense 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 JOHN A GUSTOFSON as such CHIEF OF POLICE, or in any other capacity.

IT IS FURTHER UNDERSTOOD AND AGREED between all parties hereto, that the Surety shall so elect, this bond may be concelled by giving thirty (30) days6 notice in writing to the Mayor and Commissioners of the CITY OF TULSA, OKLAHOMA, and this bond shall be deemed cancelled at the expriation of said thrity (30) days, the said Surety remaining liable for all or any act 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 and provisions of this bond, and the Surety shall, upon the surrender of this bond and its release from all liability thereunder, refund the premium paid, less a por 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 LION BONDING & SURETY COMPANY has caused this bond to be sealed with its corporate seal, duly attested by the signature of its Attorney-in-fact theday and year first above written.

Jno. A. Gustafson.

LION BONDING & SURETY COMPANY

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

"EXHIBIT C "

UNITED STATES
FIDELITY & GUARANTY COMPANY
BALTIMORE, MD.

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 theState of Maryland, as Surety, are held and firmly bound unto City of Tulsa, Oklahoma, in the sum of TenThousand 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, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

WHEREAS, THEREFORE, the condition of this obligation is such that if the said Charles S. Younkman shall well and faithfully perform all the duties of his said office, then this obligation to be bold, 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 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 liability thereunder, refund the premium paid, less a pro rata 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 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.

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 B"

UNITED STATES
FIDELITY AND GUARANTY COMPANY
BALTIMORE, MD.

BOND

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

IT IS EXPRESSLY 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 or any act of acts covered by this bond, and the Surety shall, upon surrender of this bond and its release from all liablity thereunder, refund the premium paid, less a pro rata 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 signatures of its Attorney-in-fact the day and year first above written

T. D. Evans

United States Fidelity and
Guaranty Company

W. F. Stahl
Attorney-in-fact. (SEAL)

Approved as to form

Edward P. Marshall
City Attorney.

_____
Asst. Secretary.

"EXHIBIT M"

UNITED STATES
FIDELITY & GUARANTY COMPANY
BALTIMORE, MD.

No._____ $10,000.00

KNOW ALL MEN BY THESE PRESENTS:

That we, J. M Adkison, as Principal and the United States Fidelity and 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 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, 1930.

WHEREAS, the above bounden J. M Adkison, 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. Adkison, shall well and faithfully perfor all the duties of his said office, then this obligation to be void, otherwise to remain in full force and effect.

IT IS FURTHER UNDERSTOOD AND AGREED between all parties hereto, that if the Surety shall so elect, this bond may be cancelled by givin 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, 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 rate part thereof, for the time this bond shall have been in force.

IN WITNESS THEREOF, said Principal has hereunto set his hand and seal, and the United States & Guaranty Company has caused this bond to be sealed with its corporate seal, duly attested by the signature of its corporate seal, duly attested by the signature of its Attorney-in-fact the day and year fitst above written.

J. M. Adkison, (SEAL)

UNITED STATES FIDELITY & GUARANTY COMPANY
(SEAL)

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

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

"EXHIBIT 2"

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 duly organized and existing 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 City of Tulsa, in the state of Oklahoma, as Surety, are held and firmly bound unto City of Tulsa, in the full and just sum of Ten Thousand and No/100 Dollars ($10,000.00) well and truly to be made we bind ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 28th DAY OF APRIL, A. D. 1930.

WHEREAS, the said Herman F. Newblock has been duly elected to the office of City Commissioner of Finance and Revenue for a term beginning on the 4th day of May, 1930, and ending on the 4th day of May, 1923, or until his successor is duly elected or appointed and qualified.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Herman F. Newblock shall faithfully and truly perfor all the duties of his office and shall pay over and account for all funds coming into his hands by virtue of his said office of CITY COMMISSIONER OF FINANCE AND REVENUE as required by law, then this obligation to be void; otherwise to be and remain in full force and virtue.

THIS BOND IS GIVEN AND ACCEPTED UNDER THE FOLLOWING EXPRESS CONDITIONS: That the surety hereunder shall not beliable for any loss which may be sustained through the failure of any bank or banks or other Depository to pay or deliver over any moneys and securities deposited with it by the said Germab F. Newblock which may come into his hands by virtue of his said office.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and seal, and the said NATIONAL SURETY COMPANY HAS CAUSED THESE presents to be signed by its Resident Vice President, attested by its Resident Assistant Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

H. F. NEWBLOCK.

NATIONAL SURETY COMPANY

By G. S. Shelor.

Attest:
W. F. Moffatt
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 as Principal, and the NATIONAL SURETY COMPANY, a corporation duly organized underand 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 City of Tulsa Oklahoma, in the State of Oklahoma in the penal sum of Ten Thousand ($10,000.00) Dollars lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, ourheirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 12th 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 or appointed and qualifies.

Now, THEREFORE, the condition of the above obligation is such that if the above bounden, O. A. Steiner, shall faithfully and truly perform all the duties of his said office of Commissioner of Streets and Public Property as required by law, then this obligation to be void; otherwise to be and remain it full force and virtue.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and seal, and the said NATIONAL SURETY COMPANY has causethese presents to be signed by its Resident Vice President, attested by its Resident Assistant Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

O. A. Steiner

NATIONAL SURETY COMPANY (SEAL)

By N. A. Van Nyck
Attorney-in-fact.

O.K. Frank E. Duncan
5/14/21 City Atty.

STATE OF }
} SS
COUNTY OF TULSA }

Before me, Notary Public this 12th day of May, A. D. 1921 personally appeared the said O. A. Steiner to me know and know to me to be the individual described in and who executed the foregoing bond, and he acknowledged to me that he executed the same.

Gus E. Payne
Notary Public

SEAL

MY COMMISSION EXPIRES JUNE 2ND, 1922.

"EXHIBIT H"

LION BONDING & SURETY COMPANY

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, Okla.

Now, THEREFORE, the condition of this obligation is such thatif 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 as such, or in any other capacity.

IT IS FURTHER UNDERSTOOD AND AGREED, between all parties hereto, thatif 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 conditions and provisions of this bond, and the Surety shall, upon surrender of the bond and its 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 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.

O. A. Steiner (SEAL)

LION BONDING & SURETY COMPANY

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

Approved as to form

Edward P. Marshall

City Attorney.

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 [illegible] P.O. Address [illegible]

Buildings and Improvements

Addition to Tulsa, Tulsa Co., Okla.	Lot	Block	Description of Improvements	Value of Imp.	Total Value
[illegible]	1	2	[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			
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			
18 Lodge Room Fixtures			
19 Typewriters			
20 Books			
21 Law Libraries			
22 Money, Checks			
23 Stocks, Bonds			
24 Eating House Fixtures			
25 Dogs			
26 Billiard and Pool Tables			
27 All Other Personal Property Not Listed above			

TOTAL VALUE AS LISTED [illegible]

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) [illegible]

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

By [illegible]

My commission expires [illegible], 192[illegible]

Rent out for 4 dollars per month

#104

2496

STATE OF OKLAHOMA,
TULSA COUNTY } SS.

SHERIFF'S RETURN

Received this Writ June 2 1923, at ____ o'clock ____ M., and served the same upon the following persons, defendants, within named, at the time following, to-wit:

H. F. Newblock June 5, 1923
O. A. Steiner " " , 1923
C. S. Younkman " " , 1923
Leo H. Blaine " " , 1923
, 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:

J. F. Evans June 7-1923 Lion Bonding & Surety Co. June 7-1923
St Clair Oil & Gas Co., a Corporation June 7-1923 - State Insurance Commission for Bonding Co. - June 7-1923

SHERIFF'S FEES:

Service and return, first person,	$	.50
Service and return 6 person,	$	1.50
11 cop Summons,	$	2.75
Mileage 15 miles,	$	1.50
Not 4	$	.20
Total	$	6.45

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

JUN 2 3 58 1923

No. 23366

IN DISTRICT COURT

SUMMONS

Lester Henry
vs.
City of Tulsa

Issued 5-31 192 3
Returnable 6-8 192 3
Ans. Due 6-20 192 3

Lot Mary
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

BANKNOTE PRINTING CO., OSAGE 939

SUMMONS

STATE OF OKLAHOMA, }
County of Tulsa, } ss.

IN THE DISTRICT COURT

Ester Henry

Plaintiff

vs.

No.

The City of Tulsa, et. al

Defendant

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. Tounkman, Geo. H. Blair, The State Insurance Commissions 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 6th 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 [signature], Deputy

CITY OF TULSA
LEGAL DEPARTMENT

IN THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA.

Ester Henry	)	
Plaintiff	)	
vs.	)	No. 23366
CITY OF TULSA et al.,	)	
Defendants	)	

SPECIAL APPEARANCE AND
MOTION TO QUASH

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 summond 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.

NO. 23366

IN THE DISTRICT COURT OF
TULSA COUNTY, OKLAHOMA

ESTER HENRY

Plaintiff

vs.

CITY OF TULSA et al.,

Defendants

SPECIAL APPEARANCE AND
MOTION TO QUASH

FILED
DISTRICT COURT
TULSA COUNTY, OKLA.

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

CITY OF TULSA
LEGAL DEPARTMENT

IN THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA.

Ester Henry	)	
Plaintiff	)	
vs.	)	No. 23366
CITY OF TULSA et al.,	)	
Defendants	)	

SPECIAL APPEARANCE AND
MOTION TO QUASH

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 summond 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.

Ester Henry,	Plaintiff,	)	
		)	
vs.		)	No. 23,366
		)	
City of Tulsa et al.,	Defendants.	)	

ORDER OF DISMISSAL

Now on this 3rd day of July, 1937, the above entitled matter came on for hearing upon the dismissal of this cause by the plaintiff, and the court being advised in the premises, this cause is hereby dismissed.

Bradford J. Wallace
Judge

IN THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA.

Ester Henry, Plaintiff,	)	
	)	
vs.	)	No. 23,366
	)	
The City of Tulsa, Oklahoma, et al., Defendants.	)	

DISMISSAL

Comes now the plaintiff and dismisses the above styled and numbered cause, without prejudice to future action, this 31 day of May, 1937.

Elsie Scott
Attorney for Plaintiff.

IN THE DISTRICT COURT OF TULSA COUNTY,
OKLAHOMA.

Ester Henry, Plaintiff,

vs.

City of Tulsa et al., Defendants.

ORDER OF DISMISSAL

151-633

COMPARED

DISTRICT COURT
STATE OF OKLAHOMA, TULSA COUNTY
FILED
JUL 6 - 1937
CAL CRUM, COURT CLERK

GIBSON & HOLLEMAN
ATTORNEYS & COUNSELORS
NATIONAL BANK OF TULSA BLDG.
TULSA, OKLAHOMA

No. 23,366

IN THE DISTRICT COURT OF TULSA COUNTY,
OKLAHOMA.

Ester Henry, Plaintiff,

vs.

City of Tulsa et al., Defendants.

DISMISSAL

DISTRICT COURT
STATE OF OKLAHOMA TULSA COUNTY
FILED
JUN 30 1937
Sal. Cooper, Court Clerk