

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

LOUIS J. BINDER,

PLAINTIFF

VS.

FLORENCE BINDER

DEFENDANT

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No. D20981

P E T I T I O N

Comes now the plaintiff, Louis J. Binder, and complaining of the defendant, Florence Binder, and for cause of action alleges and states:

(I)

That the plaintiff is an actual resident and bona fide inhabitant of Tulsa County, State of Oklahoma, and as such bona fide inhabitant has had his residence and domicile in Tulsa County, Oklahoma, for more than one year next before the filing of this suit; that the defendant also resides in said county and state.

(II)

That heretofore, to-wit, on the 15th day of February, 1920, plaintiff and defendant were legally married in the City of Okmulgee, Oklahoma, and that as the fruits of said marriage one male child was born to plaintiff and defendant, namely, Ernest J. Binder, now of the age of seventeen years; that said child is the only child of plaintiff and defendant.

(III)

Plaintiff represents and states to the Court that the defendant began a course of harsh, cruel and unkind treatment of plaintiff more than one year before the filing of this suit, and has been guilty of gross misconduct; that the defendant goes out nights and visits bars and drinking emporiums and gets drunk and comes home at late hours of the night; that the defendant attends dances at public bars and dance halls in company with men other than this plaintiff; that the plaintiff has endeavored to tolerate the misconduct of the defendant, but that her actions and misconduct and mistreatment of plaintiff have been such that the plaintiff cannot longer endure the same.

(IV)

Plaintiff further represents that on the night of the 2nd day of October, at about 3:30 O'clock P. M., defendant went to the home of a neighbor, a Mr. Garrett, who lives next door to plaintiff's home (or was living next door to plaintiff at said time). Plaintiff alleges that he saw the defendant in Garrett's arms, hugging, embracing and kissing the said Garrett; that later in the night the lights were extinguished; that the defendant remained in the said Garrett's home until about the hour of 1 O'clock A. M.; that plaintiff has endeavored to persuade the defendant to abandon such misconduct and to return and live with him, but to no avail.

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(V)

Plaintiff further represents that on the night of December 9, 1939, the defendant left the plaintiff's home and met a Mr. Geer, and accompanied the said Geer to "John's Bar," on North Main Street, and drank beer with the said Geer and openly and publicly hugged, embraced and kissed the said Geer and remained in said bar until about the hour of 2 O'clock A. M., and then went with the said Geer to the Indiana Hotel; that she did not return home until about the hour of one O'clock P. M., the following afternoon, having spent the night with the said Geer.

That on the 11th day of December, 1939, defendant went to the aforesaid bar with the said Geer and drank and publicly embraced, hugged and kissed him; that she and the said Geer were seen standing by the side of the Franklin Motor Freight Building on N. Boston Avenue, and defendant did not return home until the hour of 3 A. M. on said following morning.

(VI)

That on the 23rd day of December, 1939, at about the hour of 11:30 O'clock P. M., defendant accompanied said Geer to the said John's Bar, and after drinking beer with the said Geer, defendant took the said Geer to plaintiff's and defendant's home, where they undressed and went to bed in the same bed and stayed together in said bed in said home all night.

(VII)

1939,

That on December 27th, the defendant went out with the said Geer to the said John's Bar on North Main Street, and after drinking there, at about the hour of 11:30 O'clock P. M. left the said bar and took the said Geer to plaintiff's and defendant's home; that the plaintiff was absent therefrom at the time; that defendant and the said Geer undressed and went to bed and remained together the entire night until about the hour of 6:15 A. M., of the following morning, when the police arrested the defendant and the said Geer and put them in the city jail.

(VIII)

That plaintiff has always conducted himself properly and has supported said defendant and has always been a kind, dutiful and loving husband, but plaintiff says that the defendant has been guilty of adultery and gross immorality and that such misconduct has rendered their further living together insupportable.

WHEREFORE, plaintiff prays that he be granted an absolute divorce from the defendant, dissolving the bonds of matrimony heretofore existing between plaintiff and defendant, and for all general and special relief to which the facts may entitle the plaintiff.

STATE OF OKLAHOMA *
TULSA COUNTY) * SS

W. N. Maben
W. N. Maben
Atty. for Plaintiff

Louis J. Binder being first duly sworn upon oath, says; that he is the plaintiff in the foregoing action; that he has read and knows the contents of the foregoing petition and states that the allegations therein contained are true.

Louis J. Binder

Subscribed and sworn to before me this 29th day of December, 1939.

Marguerite Maben
Notary Public

My commission expires Dec. 26-1943

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
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No. D-20981

W A I V E R

Comes now the defendant and waives the issuance and service of summons in the above numbered and styled cause, and hereby enters her appearance in Court.

Defendant further agrees that said cause may be set for trial and tried by the Court at such time as may suit the convenience of the Court, without further notice to the defendant.

Florence Binder

STATE OF OKLAHOMA *
TULSA COUNTY * SS

Florence Binder, of lawful age, being first duly sworn upon oath, alleges and states: That she is the defendant in the above styled cause; that she has read and knows the contents of the foregoing Waiver, and that she has signed the same of her own free will and accord.

Florence Binder

Subscribed and sworn to before me this the 29th day of December, 1939.

Marguerite Maben
Notary Public

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No. D-20981

JOURNAL ENTRY

Now on this the 19 day of January, 1940, the above cause coming on for trial, and the plaintiff appearing in person and by his Attorney, W. N. Mahen, and the defendant having filed her written waiver of the issuance and service of summons in this cause, and having entered her written appearance herein, and having agreed that said cause might be set for trial and tried by the Court at such time as might be convenient for the Court; and the defendant having been three times called in open Court to appear, plead or answer, appeared not but wholly made default and was adjudged in default by the Court:

The Court after hearing all of the evidence and being fully advised in the premises finds that plaintiff is a resident and bona fide inhabitant of Tulsa County, State of Oklahoma, and has so resided in said county and state for more than one year next before the filing of this suit; and that the defendant has been duly and legally served and has entered her written appearance in court, and that the Court has jurisdiction of the subject matter hereof:

The Court further finds that the parties have entered into a written agreement as to the division of ~~their~~ their property, including settlement for alimony in favor of the defendant;

And the Court further finding that the allegations contained in plaintiff's petition alleging extreme cruelty and adultery are true and that the plaintiff is entitled to an absolute divorce:

IT IS THEREFORE considered and ordered by the Court that the plaintiff, Louis J. Binder, be and he hereby is granted an absolute divorce from the defendant, Florence Binder, and it is further ordered that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby set aside and forever held for naught.

It is further ordered by the Court that the settlement entered into by and between plaintiff and defendant dividing their property and stipulating that defendant shall be paid the sum of One Hundred Dollars in cash by plaintiff in lieu of alimony, be and the same is hereby approved, and the property rights of the plaintiff and defendant are forever settled, and the defendant is no longer entitled to any further alimony as against the plaintiff.

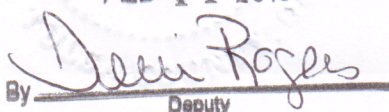
It is further ordered that this Decree do not take effect until the expiration of six months from this date.

I, Sally Howe Smith, Court Clerk, for Tulsa County, Oklahoma, hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears on record in the Court Clerk's Office of Tulsa County, Oklahoma, this



Judge

FEB 11 2010

By 
Deputy

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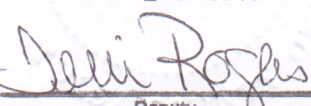
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