

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
EQUITY SESSION. TULSA, OKLAHOMA. MONDAY, JANUARY, 2, 1928.

Court convened pursuant to adjournment, Monday, January, 2nd, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

THE FIRST NATIONAL BANK OF TULSA, OKLAHOMA, Plaintiff.
vs. THE NATIONAL HARDWOOD COMPANY, A CORPORATION, Defendant.
Equity No. 39

ORDER APPROVING COMPROMISE AND SETTLEMENT OF THE CONTROVERSY BETWEEN M. E. GASKILL AND RECEIVER.

Now on this 2nd. day of January, 1928, the above case came on regularly for hearing upon the application of the qualified and acting Receiver herein for the approval and confirmation of settlement between M. E. Gaskill and said Receiver with reference to ties purchased by the said M. E. Gaskill which appear to have previously been cut from lands belonging to the National Hardwood Company, in which compromise the said M. E. Gaskill has offered to pay forthwith the sum of \$375.00 as compromise and settlement in full for all ties cut from the properties of the National Hardwood Company and sold to and purchased by the said M. E. Gaskill prior to January, 1, 1928, and after hearing the evidence and being fully advised in the premises, the court finds:

That it is for the best interests of the estate represented by the Receiver herein that said compromise and settlement be approved and confirmed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that said compromise and settlement be and the same hereby in all things is approved and confirmed, and the said M. E. Gaskill is hereby released from further liability to this Receivership on account of ties cut from timbers on the National Hardwood Properties and sold to and purchased by the said M. E. Gaskill prior to January, 1, 1928, and said M. E. Gaskill is hereby ordered to pay the Receiver herein forthwith said sum of \$375.00.

F. E. Kennamer,
U. S. District Judge.

O.K. Leonard E. Roach,
Attorney for Receiver.

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

GERALDINE HEMMITT, Plaintiff.
vs. J. O. DENTON, ET AL., Defendants.
No. 152 Equity.

ORDER APPROVING AND CONFIRMING A SUBPOENA DUCES TECUM.

Now on this 2nd. day of January, 1928, the same being a regular

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MONDAY, JANUARY, 8, 1928.

Judicial day of said court came on for hearing the application of the plaintiff for the issuance of a subpoena duces tecum in the above styled cause, in behalf of the plaintiff to C. B. Pickett, an officer of the Sapulpa State Bank of Sapulpa, Oklahoma:

Therefore, it is ordered by the Court that the Clerk of this Court issue a subpoena duces tecum to C. B. Pickett, an officer of the Sapulpa State Bank, of Sapulpa, Oklahoma, to appear as a witness, for the plaintiff, in the above styled cause, in the United States Court Room, in the city of Tulsa, Oklahoma, at 9: A.M. on January, 5th 1928, and bring with him for use as evidence in the trial of said cause the ledger sheets of said bank showing the state of the accounts of J. C. Denton, Alice F. Denton, Vance Likely, Wesley E. Gage or W. E. Gage, Maggie E. Gage or Mrs W. E. Gage, and W. E. Gage as Guardian of the person and estate of Geraldine Hemmitt, from Nov. 1st., 1920, to July, 1st, 1921.

F. E. Kennamer,
United States Judge.

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

ST. LOUIS-SAN FRANCISCO, RAILWAY
COMPANY,

Plaintiff,

vs.

J. N. LAWRENCE, C. C. TAYLOR, EDWIN
DABNEY, ATTORNEY GENERAL OF THE
STATE OF OKLAHOMA, FRANK J. CARTER, FRED
CARSHAW, AND C. C. CHILDE S, INDIVIDUALLY and as
members of the Corporation Commission of the
State of Oklahoma.

Defendants.

No. 107 in Equity,

ORDER PERMITTING PLAINTIFF TO FILE AN
AMENDMENT TO THE ORIGINAL COMPLAINT.

Now on this 22nd day of October, 1927, upon application of the above named plaintiff, the plaintiff is hereby permitted to file an amendment to its original complaint heretofore filed in this cause.

F. E. Kennamer,
Judge.

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

ST. LOUIS-SAN FRANCISCO RAILWAY
COMPANY,

Plaintiff,

vs.

J. N. LAWRENCE, C. C. TAYLOR, EDWIN
DABNEY, ATTORNEY GENERAL OF THE STATE
OF OKLAHOMA, FRANK J. CARTER, FRED
CARSHAW AND C. C. CHILDE S, INDIVIDUALLY
AND AS MEMBERS OF THE CORPORATION COMMISSION
OF THE STATE OF OKLAHOMA.

Defendants.

No. 270 Equity.

ORDER PERMITTING PLAIN
TIF TO FILE ITS SUPPLE
MENTAL PETITION.

Now on this 2nd day of January, 1928, upon application of the above named plaintiff, the plaintiff is hereby permitted to file a

In the District Court of the United States in and for the

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supplemental complaint herein and is given ten days from this date in which to file same, Defendants are given ten days thereafter in which to plead to said supplemental complaint.

F. E. Kennamer,
Judge.

CARRIE LINDLEY, Plaintiff. }
vs. }
T. E. BROTON, ET AL., Defendants. } 95 Equity.

On this 2nd. day of January, 1928, it is by the Court ordered that above entitled cause be stricken from the trial Docket upon agreement of counsel.

UNITED STATES, Plaintiff. }
vs. }
ALBERT KELLY, ET AL., Defendant. } 225 Equity.

On this 2nd. day of January, 1928, it is by the Court ordered that above entitled cause be stricken from this trial docket upon agreement of counsel.

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

MAUDE P. LIVINGSTON, Plaintiff, }
vs. } No. 206
EXCHANGE TRUST COMPANY, Defendant. }

ORDER.

Now on this 2nd. day of January A.D. 1928, upon the consent of counsel for the plaintiff and the defendant, in open court it is ordered: That the assignment of said cause for trial for the 6th day of January, 1928, be stricken from the calendar and that said cause shall be reassigned for trial upon notice by either party upon the other.

F. E. Kennamer,
Judge.

O.K. H. B. Martin, Counsel for Plaintiff.
O.K. Chas. E. Nash, N. A. Gibson, Counsel for Defendant.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

TUESDAY, JANUARY, 3, 1928.

Court convened pursuant to adjournment, Tuesday, January, 3rd. 1928, at 9:50 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

RUTHERFORD B. BUTTS, Plaintiff.)
vs.) 245 Eq.
W. O. KING, Defendant.)

On this 3rd. day of January, 1928, it is by the Court ordered that defendant be permitted to file answer out of time in above entitled cause.

EARL R. WILSON, Plaintiff.)
vs.) 245 Eq.
WILLIAM D. OGLETREE, Defendant.)

On this 3rd. day of January, 1928, it is by the Court ordered that leave be granted to file stipulations in above entitled cause and that same be stricken from assignment of January, 10th, 1928.

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

WALBRIDGE-ALDINGER COMPANY, Plaintiff.)
vs.) No. 19 In Equity.
CITY OF TULSA, ET AL., Defendants.)
PITTS-BATEMAN COMPANY, Intervener.)

JOURNAL ENTRY OF JUDGMENT.

Now on this 3rd. day of January, 1928, the above cause comes on for hearing upon the motion of defendant City of Tulsa, praying for a final report of the receivers. Defendant City of Tulsa appears by J. A. Duff, one of its attorneys and neither the plaintiff nor the intervener appears; thereupon the defendant City of Tulsa presented the motion and the Court being fully advised in the premises finds that the motion should be granted and that the receiver heretofore appointed herein should be ordered to file a report setting out specially the funds in his hands derived from the sale of the equipment belonging to the plaintiff, and the funds derived from the sale of the equipment belonging to intervener Pitts-Bateman Company.

The Court further finds that said report should be filed within ten days from this date/

It is therefore ordered, adjudged and decreed by the Court that the receiver be and he is hereby ordered to file a final report herein, and in said report he is directed to set out especially the funds which

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he holds derived from the sale of the equipment belonging to plaintiff and those derived from the sale of the equipment belonging to intervener Pitts Bateman Company.

It is further ordered, adjudged and decreed by the Court that said report be filed within ten days from this date.

F. E. Kennamer,

Judge of the United States District
Court of the Northern District of
Oklahoma.

O.K. J. A. Duff,
Attorney for City of
Tulsa.

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

JOHN H. DYKES, RECEIVER OF
FIRST NATIONAL BANK, BARNSDALL,
OKLAHOMA,

Plaintiff.

vs.

MARY E. LITTLE, EXECUTRIX, ET AL.

Defendants.

No. 184 Equity.

O R D E R.

On this 3rd. day of January, 1928, this cause comes on for hearing upon the plea in bar and motion to dismiss of Mary E. Little, executrix of the estate of G. R. Little, deceased; plaintiff appearing by his attorney Robt. B. Keenan and defendant executrix appearing by her attorneys, Widdows & McCoy; upon presentation of said plea in bar plaintiff confesses said plea as to the estate of G. R. Little deceased, and it is therefore;

ORDERED that this action be and it is hereby dismissed with prejudice as plaintiff's cost as to Mary E. Little, executrix of the estate of G. R. Little deceased.

F. E. Kennamer,

District Judge.

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

JOHN H. DYKES, RECEIVER
FIRST NATIONAL BANK OF BARNSDALL, OKLAHOMA.

Plaintiff.

vs.

MARY E. LITTLE, EXECUTRIX,
ET AL.,

Defendants.

No. 184 Eq.

O R D E R.

On this 3rd. day of January, 1928, this cause comes on for

In the District Court of the United States in and for the

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TUESDAY JANUARY, 3, 1928.

final hearing upon the bill of complaint and the answer of the defendant H. R. Little, Plaintiff appearing by his attorney, R. B. Keenan, and the defendant H. R. Little appearing by his attorneys, Widdows & McCoy. Upon consideration of the evidence herein, the court finds that said defendant H. R. Little has heretofore been duly adjudged a bankrupt by order of this court, and that on the 14th day of June, 1927, said bankrupt was duly granted his discharge in bankruptcy, and that by reason thereof he is wholly discharged from the claim of plaintiff herein.

It is therefore considered, ordered and adjudged that plaintiff take nothing against said defendant H. R. Little, and that said defendant be discharged from all liability in this case at the cost of plaintiff.

F. E. Fournager,

United States District Judge.

C.E. Robt. B. Keenan,
Atty. for Plaintiff.

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

JOHN E. DYKES, RECEIVER OF
FIRST NATIONAL BANK OF BARNSDALE,
OKLAHOMA.

Plaintiff.

vs.

MARY E. LITTLE, EXECUTRIX, ET AL.,

Defendants.

No. 187 Equity

C O R D E R .

On this 3rd day of January, 1928, this cause comes on for hearing upon the plea in bar to the second count of the bill filed by Mary E. Little executrix of the estate of G. R. Little, deceased, plaintiff appearing by his attorney Robt. B. Keenan and defendant executrix appearing by her attorneys, Widdows & McCoy; upon presentation of said plea in bar and motion to dismiss, plaintiff confesses said plea in bar as to the estate of G. R. Little deceased, and it is therefore;

ORDERED that the second count of the bill of complaint herein be and it is hereby dismissed with prejudice at the cost of plaintiff.

Pending plaintiff's motion to strike, defendant executrix' answer to the first count of the bill, defendant executrix asks leave for time within which to file an amended answer to said first count, and it is therefore:

Ordered that defendant executrix be given thirty days from this date within which to file an amended answer to the first count of the bill of complaint.

F. E. Fournager,

District Judge.

In the District Court of the United States in and for the

NORTHERN
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District of

TULSA, OKLAHOMA.

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TUESDAY, JANUARY, 5, 1928.

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

JOHN H. DYKES, RECEIVER
FIRST NATIONAL BANK OF
BARNSDALL, OKLAHOMA,
Plaintiff,

vs.

G. R. LITTLE AND
K. R. LITTLE,
Defendants.

No. 187 Eq.

O R D E R.

On this 3rd. day of January, 1928, this cause comes on for final hearing upon the bill of complaint and the answer of the defendant, H. R. Little, plaintiff appearing by his attorney, R. B. Keenan, and the defendant H. R. Little appearing by his attorneys, Widdows & McCoy. Upon consideration of the evidence herein, the court finds that said defendant H. R. Little has heretofore been duly adjudged a bankrupt by order of this court, and that on the 14th day of June, 1927, said bankrupt was duly granted his discharge in bankruptcy, and that by reason thereof he is wholly discharged from the claim of plaintiff herein.

It is therefore considered, ordered and adjudged that plaintiff take nothing against said defendant H. R. Little, and that said defendant be discharged from all liability in this case at the costs of plaintiff.

F. E. Kennamer,

United States District Judge.

O.K. Robt B. Keenan,
Atty. for platf.

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

PETROLEUM SAFETY APPLIANCE
COMPANY,
Plaintiff

vs.

BROOKS ENGINEERING COMPANY,
Defendant.

Equity No. 221.

JOURNAL ENTRY.

The above entitled matter appears to be set for hearing upon question of jurisdiction, under date of January, 9th, 1928; and upon application of the plaintiff, the case is stricken from said assignment, to be heard at a later date.

Done this the 3 day of January, 1928.

F. E. Kennamer,

Judge.

UNITED STATES, AN INCOMPETENT BY
FRED T. HILDT, as next friend,
Plaintiff.

vs.

GYPSY OIL COMPANY, A CORPORATION,
ET AL.
Defendants.

§ 216 Equity.

On this 3rd. day of January, 1928, it is by the court ordered

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
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that the Motion to Quash heretofore filed in above entitled cause be and same is hereby withdrawn and five days granted the United States file answer herein. And it is further ordered that said cause be passed to Friday January, 6, 1928.

And it is further ordered by the Court that leave be granted to file order of June 7th 1927 as of January, 3rd. 1928, as per journal entry herein.

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

JACKSON BARNETT, AN INCOMPETENT, BY FRED T. HILDT, AS NEXT FRIEND,	) Plaintiff,	) No. 216 Equity.
vs.		
GYPSY OIL COMPANY, A CORPORATION, ET AL.,	) Defendants.	

O R D E R.

Now on this 7th day of June, 1927, the above cause came on regularly to be heard upon the separate motions to dismiss of the defendants Gypsy Oil Company, a corporation, F. A. Gillespie and Sons Company, a corporation, and Cosden Oil and Gas Company, a corporation and upon the motion of C. B. McCallon as guardian of the estate of Jackson Barnett, an incompetent, to be substituted as party plaintiff in this action; the plaintiff and the parties defendant just named appearing by their respective attorneys of record when said cause was called and the following proceedings were had.

Counsel for plaintiff obtained leave of court to file an Amended Bill and counsel for the defendants who had filed their several motions to dismiss plaintiff's original Bill, asked leave to withdraw their motions to dismiss, which requests were granted by the court, and upon request of James P. Gilmore, he was allowed to enter the appearance of the defendant F. A. Gillespie, and upon upon a similar request of R. H. Willis, he was granted leave to enter the appearance of Mid-Continent Petroleum, a corporation, formerly Cosden and Company, a corporation. Whereupon the Amended Bill was filed instanter by counsel for plaintiff, and upon oral application, the defendants Gypsy Oil Company, a corporation, F. A. Gillespie and Sons Company, a corporation, Cushing Gasoline Company, a corporation, Cosden Oil and Gas Company, a corporation, Mid-Continent Petroleum Corporation, a corporation, formerly Cosden and Company, a corporation, and F. A. Gillespie were by the court granted twenty days from this date within which to answer the Amended Bill of the plaintiff.

The Motion of C. B. McCallon to be substituted as party plaintiff was denied for the reason that no one appeared in support of the same, but later L. O. Lytle, one of the counsel of record for the said C. B. McCallon appeared and said action was reinstated and presented by the said L. O. Lytle, but reulin on said motion was passed and taken under advisement by the court. Thereupon the said L. O. Lytle requested permission to enter the appearance of the defendants Mannford Oil and Gas Company, a corporation, and H. U. Bartlett, and asked leave to answer the Amended Bill of the plaintiff within twenty days from this date, both of which requests were granted by the court.

IT IS THEREFORE ORDERED that the plaintiff be permitted to file instanter his Amended Bill and that the defendants which have heretofore filed motions to dismiss their several motions be and they hereby are permitted to withdraw such motions, and that each and all of the defendants are granted twenty days from the date hereof within which to file their several answers to plaintiff's Amended Bill; and that the ruling on the motion to substitute C. B. McCallon as guardian of Jackson Barnett, an incompetent person, as plaintiff herein, be and the same hereby is reversed.

F. E. Jernigan, Judge.

C.E. Geo. B. Schwabe, Attorney for Plaintiff.
 O.K. James B. Diggs, Attorney for Defendant, Gypsy Oil Company.
 C.E. James P. Gilmore, Attorney for Defendants, F. A. Gillespie & Sons

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
TUESDAY, JANUARY, 3rd. 1928.

UNITED STATES, Plaintiff.)
vs.) 235 Equity.
R. L. HALL, et al., Defendants.)

On this 3rd. day of January, 1928, the Motion filed in above entitled cause is heard by the court and overruled and exceptions allowed and the United States is granted five days to file reply herein.

H. C. SPEERS & SONS, Plaintiff.)
vs.) 254 E.
CITY OF SHIDLER, Defendant.)

On this 3rd. day of January, 1928, it is ordered that upon agreement of counsel the above entitled cause be stricken from assignment.

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHER DISTRICT OF OKLAHOMA.

A. M. WIDDOWS, ET AL., Plaintiff.)
vs.) No. 264 Equity.
JOHN H. DYKES, RECEIVER OF)
FIRST NATIONAL BANK OF BARNSDALL,)
Oklahoma. Defendant.)

O R D E R.

On this 3rd. day of January, 1928, this cause comes on for hearing upon defendant's motion to dismiss the bill of complaint; plaintiffs and defendant being present by counsel, after argument of counsel the court being duly advised in the premises, it is:

ORDERED that defendant's motion to dismiss be and it is hereby overruled, defendant granted an exception and given ten days from this date within which to file his answer.

F. E. Kennamer,
District Judge.

UNITED STATES, Plaintiff.)
vs.) 265 Eq.
H. H. FREES, ET AL., Defendant.)

On this 3rd. day of January, 1928, it is by the Court ordered that the above entitled cause be stricken from the assignment.

In the District Court of the United States in and for the

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CULSA, OKLAHOMA. TUESDAY, JANUARY, 3, 1928.

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

JOBE COLE,	Plaintiff,	}	No. 267 Equity.
vs.			
MID-CONTINENT PETROLEUM CORPORATION, ET AL.,	Defendants.		

ORDER OF DISMISSAL AS TO DEFENDANT
MONTIE SAMPSON.

Now, on this 3rd. day of January, 1928, there comes on for hearing before the Honorable F. E. Kennamer, Judge the motion to dismiss filed herein by the defendant, Montie Sampson, the plaintiff appearing by his attorney, and the defendant, Montie Sampson appearing by his attorneys, and the Court being well and sufficiently advised in the premises, finds that said motion should be sustained;

IT IS, WHEREFORE, ORDERED, ADJUDGED AND DECREED that the motion to dismiss filed herein by said defendant, Montie Sampson, be and the same hereby is sustained, and the above entitled and numbered cause of action is dismissed as to the said Montie Sampson.

F. E. Kennamer,
Judge.

CLARA SHAWALTER,	Plaintiff.	}	268 Equity.
vs.			
GEORGIA V. HAMPTON,	Defendant.		

On this 3rd. day of January, 1928, it is by the Court ordered that the above entitled cause be and same is hereby taken under advisement and that brief be submitted by Judge Davis.

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

DEVONIAN OIL COMPANY, A CORPORATION,	Plaintiff.	}	276 E.
vs.			
LLOYD SEAY, ET AL.,	Defendants.		

ORDER.

Now on this 3rd. day of January, 1928, this matter comes on to be heard upon, (1) motion by the Roxana Petroleum Corporation to quash summons, and (2) motion by the Devonian Oil Company to strike parts of the answer of the defendants.

Thereupon, counsel for the Roxana Petroleum Corporation appeared and ask leave of court to withdraw its motion to quash summons, and ask that it be given twenty (20) days time to plead or answer to defendant's answer, and thereupon counsel for the defendants ask leave to file an

In the District Court of the United States in and for the

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TUESDAY, JANUARY, 3, 1928.

and the defendant Mary E. Slammons by her attorneys, Widdows & McCoy, with the plaintiff appearing by his attorney, A. E. Carr, and the Court being well and sufficiently advised in the premises finds that the motion of the defendant, Yarbrough is without merit, should be and the same is hereby overruled in its entirety; to which order and ruling of the court the defendants, Yarbrough excepts and exceptions are allowed by the court and upon application of said Yarbrough, defendant herein, he is allowed ten days from this date within which to plead or fifteen days from this date within which to answer the Bill of Complaint of the complainant herein.

The Court further finds that all of the grounds upon which better particulars are requested by the defendant, Mary E. Slammons are without merit, should be and the same are hereby overruled with the exception of the Sixth ground, and that as to the same the said defendant is entitled to receive information as to the date of the purchase of the said Buick Automobile and as to the date which same was repossessed by the seller of the same, which information the plaintiff is allowed a reasonable time to furnish to defendant, Mary E. Slammons, to which order of the court in overruling said motion with the exception noted the defendant, Mary E. Simmons excepts and exceptions are allowed.

F. E. Lennamer,

United States District Judge.

O.K. H. C. Hargis,
Attorney for F.O. Yarbrough,
administrator, etc.

O.K. Widdows & McCoy,
Attorneys for Mary E. Slammons,

O.K. A. P. Carr,
Attorney for plaintiff.

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

GEO. A. BROOKS, Plaintiff,

vs.

No. 281.

F. O. YARBROUGH, Administrator,
with the will annexed of the
Last Will and testament of Bridget
Ann Barber, Deceased,
Clara Forbes, Lawrence Barber,
Jack Barber and Clifford Barber,
Mrs Hattie B. Brown, Geo. W.
Roach, Mrs Mary E. Slammons,
Wilford D. Roach and Samuel Roach,

Defendants.

O R D E R.

January, 3rd., 1928, being a regular judicial day of this court and the special appearance and the motion to quash the service of the warning order upon Mrs Clara Forbes being regularly set for hearing, with the said Mrs Clara Forbes appearing by her attorneys, Hargis & Yarbrough, and the plaintiff herein by A. E. Carr, his attorney, the court having examined the said return of the Sheriff finds that the same should be and is hereby vacated, quashed and set aside.

In the District Court of the United States in and for the

NORTHEAST

District of

OKLAHOMA.

REGULAR SESSION.

MULLEN, OKLAHOMA.

TUESDAY, JANUARY 3, 1928.

IT IS ORDERED, upon application of the plaintiff that an alias writ of habeas corpus be issued to the said defendant by the Clerk of this court under the original motion and application for same.

F. E. Kennamer,

United States District Judge.

O.K. Hargis & Yarbrough,
Attorneys for Mrs Clara Forbes,
O.K. A. P. Carr,
Attorney for Plaintiff.

IN THE UNITED STATES COURT FOR THE NORTHEAST
DISTRICT OF OKLAHOMA.

THE OSAGE OIL & REFINING COMPANY,
EDWARD E. ALDRIDGE,
Plaintiffs.

vs.

No. 224 E.

MULLEN OIL COMPANY,
Defendants.

O R D E R.

PERMITTING FILING OF AMENDED BILL.

Now, on this the 3rd. day of January, 1928, come the plaintiffs The Osage Oil and Refining Company, and Edward E. Aldridge, and tender to the court their amended bill and ask leave to file the same.

The Court being fully advised, orders that the said plaintiffs be and they are hereby given permission and allowed to file the said amended bill now tendered into Court.

And said cause comes on further for hearing upon the application of the plaintiff, The Osage Oil and Refining Company, for leave to file its answer out of time, to the interrogatories propounded by the defendants, Elm Oil Company, Felix Guinlin and E. A. Babcock, and the Court now orders that the said plaintiff be and is now permitted to file its answer to the said interrogatories.

It is further ordered that the defendants, each and all, be and they are hereby allowed twenty days from and after this date in which to plead to the amended will now filed by the plaintiffs, and that said cause be stayed from present assignment,

F. E. Kennamer,

Judge /

Court adjourned until January, 4, 1928.

In the District Court of the United States in and for the

NORTHERN
DISTRICT
EQUITY SESSION.

District of

TULSA, OKLAHOMA. WEDNESDAY JANUARY, 4th 1928.

OKLAHOMA.

Court convened pursuant to adjournment, Wed., January, 4th, 1928, at 9:30 A.M. Present:

Hon. F. E. Kennamer, Judge, of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

RUTH B. DeHANAN, AND
JESSE L. DeHANAN, Plaintiffs,

vs.

R. E. KEITH,
FRANK CHILDRESS, TRUSTEE,
FRANK CHILDRESS, AND
ALLISON J. CHILDRESS,
Defendants.

In Equity
No. 166

DECREE.

This cause being submitted to the court for final determination on this 4th day of January, 1928, by a stipulation filed and approved this date and signed by the Solicitors of record for the respective parties, viz., Joseph W. Howell, Esq., for the plaintiffs, and Vern E. Thompson, Esq. for the defendants, and it appearing from said stipulation that the parties have agreed that judgment may be entered in accordance therewith, in full settlement of all claims, counterclaims and issues in this suit, and the Court having duly considered the pleadings and briefs heretofore filed and presented by counsel and being duly advised in the premises, now, therefore, pursuant to said stipulation,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that plaintiffs have judgment as prayed in their complaint, and that the Mining Lease and other instruments hereinafter mentioned and referred to covering and effecting the lands involved in this suit, to-wit:

The North Half (N¹/₂) of the Southeast Quarter (SE¹/₄) of Section Twenty-eight (28), Township Twenty-nine North (29 N) Range Twenty-three East (23E), in Ottawa, Oklahoma, containing 80 acres more or less.

the same being owned and held by plaintiff, Ruth B. DeHanas, as owner in fee, as shown by the record herein, are and are hereby declared to be cancelled, set aside and held for naught, and that her title to said land is adjudged to be quieted in her against all claims, demands or pretensions of the defendants or any of them, and they are all persons claiming by, through or under them, or any of them, are hereby perpetually enjoined and stopped from setting up any claims thereto or to any part thereof: said mining lease and instrument being, (1) That certain Mining Lease executed April, 13, 1923, by Ruth B. DeHanas and Jesse De Hanan as parties of the First Part, and R. E. Keith as Party of the Second Part, recorded in Book 101, at page 537 thereof, of the land records in the Office of the County Clerk of Ottawa County, Oklahoma, and (2) That certain sub-lease granted on or about April 20, 1923, by said R. E. Keith to Frank Childress, Trustee under and pursuant to the aforesaid mining lease, and (3) That certain instrument, entitled "Assignment of Royalty", executed by said R. E. Keith on or about April 20th, 1923, assigning and conveying to Frank Childress a Royalty interest in and under said mining lease and sub-lease, the said instrument of Assignment being recorded in Book 115, at page 215 thereof, of the land records in the office of the County Clerk of Ottawa County, Oklahoma, and, (4) That certain instrument of assignment executed on or about April, 20, 1923, by said R. E. Keith, conveying to A. A. Childress (or Allison J. Childress) a Royalty interest in and under said mining lease and sub-lease, and, (5) all other leases, sub-leases, or lease contracts, if any, held or claimed by the defendants or any of them under or pursuant to said mining lease of April 13, 1923.

In the District Court of the United States in and for the

NORTHERN
DISTRICT OF OREGON

District of

OREGON

WHEELER, OREGON. WEDNESDAY, JANUARY 4, 1928.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this judgment shall operate as a full settlement and satisfaction of any claims or demands that the plaintiffs, or either of them, may have or be entitled to assert against the defendants, or any of them, growing out of or resulting from the execution of the aforesaid lease or other instruments, or any of them, or by reason of the use and occupancy of said land thereunder, and said plaintiffs are hereby perpetually estopped and enjoined from setting up or asserting any such claims or demands.

The plaintiffs, pursuant to said stipulation, will pay the court costs and clerks fees of and in the case; and they shall be entitled to a copy of this decree as a muniment of title upon the payment by them to the clerk of his fees for a certified copy.

Dated this 4th day of January, 1928.

F. E. Fernamer,
Judge.

UNITED STATES, Plaintiff,)
vs.) No. 66 Eq.
J. GARFIELD BUELL,)
ET AL. Defendant.)

On this 4th day of January, 1928, it is by the Court ordered that the above entitled cause be stricken from this assignment and set on Docket for last Monday in February, 1928.

NATIONAL ROYALTIES CORPORATION,)
Plaintiff.)
vs.) 64 Equity.
B. L. PAIR, ET AL.,)
Defendants.)

On this 4th day of January, 1928, it is by the Court ordered that above entitled cause be dismissed upon statement of counsel.

H. V. HAUSERMAN, Plaintiff.)
vs.) 241 Eq.
MARY OIL & GAS COMPANY,)
Defendant.)

On this 4th day of January, 1928, it is by the Court ordered that the above entitled cause be stricken from this assignment.

Court adjourned until January. 5, 1928.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

DAILY SESSION.

TULSA, OKLAHOMA.

THURSDAY, JANUARY, 5, 1928.

Court convened pursuant to adjournment, Thursday, January, 5th 1928, at 9:30 A. M. Present:

HON. F. E. Kennamer,
H. E. Warfield, Esq.,

Judge of U. S. District Court.
Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to wit:

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

W. C. POSTER, Plaintiff,

vs.

ALCELA V. GIRARD,
LES FARRIER, ET AL., Defendants.

No. 168 Equity.

JORNIAL EMMERY.

On the 5th day of January, 1928, the above entitled cause came on to be heard upon the issues raised between plaintiff and defendants, Harry Buzan, as County Treasurer of Osage County, Oklahoma, and the Board of County Commissioners of Osage County, Oklahoma. Only plaintiff appearing by her attorneys, Twyford & Smith, and Leo. G. Mann and said defendants appearing by their attorney, Preston A. Shinn.

Whereupon plaintiff and said defendants stipulate and the court finds:

1. That plaintiff acquired title of the lands described in his petition under and by virtue of two individual tax deeds issued by the county treasurer of Osage County, Oklahoma, to the said W. C. Foster, on the 10th day of May, 1926, and that said tax deeds are fair and valid and conveys to plaintiff a fee simple title subject, however, to all taxes levied and assessed against the property hereinafter described in plaintiff's petition, subsequent to the years for which taxes were levied and assessed, under which said tax deeds were issued and subsequent taxes paid by plaintiff as follows to-wit:

The Northeast (NE¹/₄) Quarter of the Northwest (NW¹/₄) Quarter of the Southwest (SW¹/₄) Quarter, and East (E¹/₂) of the North west (NW¹/₄) Quarter of the Northwest (NW¹/₄) Quarter of the Southwest (SW¹/₄) Quarter of Section Ten (10), Township Twenty Four (24), Range Ten (10) title acquired by plaintiff for the taxes for the year 1917; The East (E¹/₂) Half of the North west (NW¹/₄) Quarter of Section Thirty-One (31) in Township Twenty-five (25) of Range Twelve (12), title acquired by plaintiff for the taxes for the year 1917; the Northwest (NW¹/₄) Quarter of the Northwest (NW¹/₄) Quarter of the South west (SW¹/₄) Quarter and the West (W¹/₂) half of the Northeast (NE¹/₄) Quarter of the Northwest (NW¹/₄) Quarter of the South west (SW¹/₄) Quarter of Section Thirty-two (32) Township Twenty-five (25), Range Twelve (12), title acquired by plaintiff for the taxes for the year 1917; the Southeast (SE¹/₄) Quarter of Section Twenty-Six (26) in Township Twenty-five (25) of Range Eleven (11), title acquired by plaintiff for the taxes for the year 1917; lots one (1) and Two (2) the South (S¹/₂) Half of the Northeast (NE¹/₄) quarter and the North (N¹/₂) half of the Northeast (NE¹/₄) Quarter of the Northwest (NW¹/₄) Quarter of the Southeast (SE¹/₄) Quarter of Section One (1), Township Twenty-One (21), Range Ten (10) title acquired by plaintiff for the years 1920 and 1921; Lot Nine (9) in Section Thirty-Three (33) Township Twenty Six (26) Range Three (3) title acquired by plaintiff, for the taxes for the years 1920 and 1921; The South (S¹/₂) Half of the Northeast (NE¹/₄) quarter and the East (E¹/₂) Half of the Northwest (NW¹/₄) quarter of Section Twenty one (21), Township Twenty-Five (25) Range Eleven (11) title

In the District Court of the United States in and for the

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acquired by plaintiff for the taxes for the years 1920 and 1921; The South half (S¹) of the Southwest (SW¹) Quarter and the Northeast (NE¹) Quarter of the Southwest (SW¹) Quarter of Section Twenty-Three (23) in Township Twenty-Five (25) of Range Eleven (11) title acquired by plaintiff for the taxes for the years 1920 and 1921; The East (E¹) Half of the Northeast (NE¹) Quarter of Section Twenty-Six (26) in Township Twenty-five (25) of Range Eleven (11) title acquired by plaintiff for the taxes for the years 1920 and 1921; Lot 3 and the North east (NE¹) Quarter of the Southwest (SW¹) Quarter of Section Nineteen (19) in Township Twenty-five (25) of Range Twelve (12) title acquired by plaintiff for the taxes for the years 1920, and 1921.

The court further finds that all taxes assessed levied and charged against said lands for all years prior to the year for which the taxes were levied and assessed for high tax deeds were issued, has been cancelled and extinguished by the paramount title obtained by plaintiff under and by virtue of said tax deeds and as herein above set forth.

The Court further finds that the plaintiff is the owner in fee simple and in exclusive adverse, complete and undisturbed possession of the above described real estate and that the only interest of defendants Harry Buzan and the Board of County Commissioners of Osage County Commissioners of Osage County, Oklahoma, is for taxes levied, assessed and charged subsequent to the taxes for which said tax deeds were issued to plaintiff as herein above set forth in detail.

WHEREFORE, judgment is rendered against said defendants and each of them that they have no right, title, interest, claim, demand, lien or estate, in or upon the above described real estate or any part thereof except for taxes for the years subsequent to the years for which the taxes were levied, charged and paid by plaintiff, and that said defendants do have a lien for said subsequent taxes and plaintiff's title is subject to said taxes, and said defendants herein named and all firms, persons and corporations claiming, or which may hereafter claim, by, through, or under them or any of them for the taxes assessed, levied, and charged prior to the taxes for which plaintiff's Tax deeds were issued, be and they are hereby fully and perpetually barred, estopped and enjoined from hereafter setting up or claiming any right, title, lien estate or tax, in to or upon said real estate on account of said prior taxes and said defendants are hereby ordered to cancel said prior taxes of record, if any such there be, and that plaintiff is the owner in fee simple of said real estate and that plaintiff shall pay the costs of this action.

By the Court.

F. E. Kennamer,

Judge.

O.K. Twyford & Smith,
Leo S. Mann,
Attorneys for Plaintiff.

Preston A. Shinn,
Attorney for Defendants
Harry Buzan and Board of County
Commissioners of Osage County, Okla.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

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OKLAHOMA.

TULSA, OKLAHOMA. THURSDAY, JANUARY 5, 1928.

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA.

C. E. WALKER,	Complainant,	}	No. 252 Equity.
vs.			
W. A. LOHMAN,	Respondent		

O R D E R.

Good reason appearing therefore, it is hereby ordered by the Court that the complainant, C. E. Walker, have thirty days from this date in which to file an amended Bill of Complaint in this cause.

Dated this 5th day of January, 1928.

E. E. Kennamer,
District Judge.

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

SALINA LAND AND ELIZA TIGER,	}	No. 140 Eq.
vs.		
BERNARD B. JONES,			Defendant.

O R D E R.

On this 5th day of January, 1927, come the parties plaintiff, by their attorneys, Paul Land and R. E. Wilkenson, and upon their motion filed in writing in this cause acknowledging settlement of all matters at issue therein, it is by the Court ordered that said cause be, and the same is hereby dismissed with prejudice.

E. E. Kennamer,
District Judge.

O.K. R. E. Wilkenson,
Paul Land
L. E. Neff.

HARVEY HARRISON,	Plaintiff.	}	199 Equity.
vs.			
FRANK B. LONG,	Defendant.		

On this 5th day of January, 1928, it is by the Court ordered that the above entitled cause be stricken from the assignment of January 6th, 1928.

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In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
EQUITY SESSION. TULSA, OKLAHOMA. THURSDAY, JANUARY, 8, 1928.

VICTOR CLIFORD, Plaintiff.)
vs.) 201 Eq.
JOHN MANVILLE, INC. Defendant.)

On this 5th day of January, 1928, it is by the Court ordered that the above entitled cause be stricken from the assignment of January 6th, 1928.

J. R. DUNCAN Jr. Plaintiff.)
vs.) 205 E.
BRICK REID SUPPLY COMPANY, Defendant.)

On this 5th day of January, 1928, it is by the Court ordered that the above entitled cause be stricken from the assignment .

THE ROXANA PETROLEUM COMPANY, Plaintiff.)
vs.) 159 Eq.
HANNIE MONDAY, ET AL., Defendant.)

On this 5th day of January, 1928, it is by the Court ordered that leave be granted to file affidavit for continuance and that said cause be stricken from this assignment. And it is further ordered that defendant be given ten (10) days from date in which to make additional parties defendant as per journal entry.

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

THE ROXANA PETROLEUM COMPANY, A CORPORATION, Plaintiff,)
vs.) 159 Equity.
HANNIE MONDAY, ET AL., Defendants.)

O R D E R.

Now on this the 5th day of January, 1928, coming on for hearing the motion and affidavit of the defendants, Samuel Crossland, Ella Teague, Martha Roy, Andy Dansby, Bertha Teague and Lucinda Crossland, for a continuance asking leave to make John F. Hall and Mrs John F. Hall party defendants, the court having considered the grounds and reasons for a continuance finds that said motion should be granted, and that said John F. Hall and Mrs John F. Hall should be made party defendants.

IT IS THEREFORE ORDERED by this court that this matter be continued ten days from this date, and that the clerk of this court be directed to issue service for John F. Hall and Mrs John F. Hall.

F. E. Kennamer,
Judge of the Northern District
of Oklahoma.

In the District Court of the United States in and for the

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TULSA, OKLAHOMA. THURSDAY, JANUARY, 5, 1928.

JOHN L. PIERCE, Plaintiff.)
vs.)
INTERNATIONAL SUPPLY COMPANY,) 118 Eq.
Defendants.)

On this 5th day of January, 1928 the above entitled cause comes on for trial. Plaintiff appears in person and by his attorneys, Edwin Booth and Bailey, Gernert, Bailey & Swartz, and the defendant appears by its attorneys, Joe D. McCauley and C. H. Jameson. Both sides announce ready for trial, and thereafter opening statements of counsel for plaintiff and defendant are heard. All witnesses are sworn and the Rule of Court as to witnesses is requested and granted. Now at this time the plaintiff presents his evidence and proof and rests and thereafter defendant presents its evidence and proof and rests. Whereupon, it is by the Court ordered that the plaintiff be granted fifteen days to file Memorandum Brief herein and defendant is granted fifteen days thereafter for reply herein.

GERALDINE HENNING, Plaintiff.)
vs.) 152 Eq.
J. O. DENTON, ET AL. Defendant.)

On this 5th day of January, 1928, the above entitled cause comes on for trial. Plaintiff appears in person and by his attorneys Miller and Stephenson and the defendant appear in person and by their attorneys Blackmore & George. Both sides announce ready for trial and thereupon, all witnesses are sworn and thereafter opening statements of counsel are heard. Plaintiff presents her evidence and proof and rests and thereafter defendants present their evidence and proof. The hour for the adjournment of court having arrived it is by the Court ordered that further hearing be continued to 9:30 A. M. January, 6, 1928.

MARSHAL-FIELD & CO., Plaintiff.)
vs,) 165 Eq.
PHIL HALL & CO., Defendants.)

On this 5th day of January, 1928, it is by the Court ordered that above entitled cause be passed to January, 6th, 1928.

ROSS J. BEATTY, Plaintiff,)
vs.) 156 Eq.
WALTER P. DORMAN, Defendant.)

On this 5th day of January, 1928, it is by the Court ordered that said cause be passed to January, 6, 1928.

Court adjourned until January, 6, 1928.

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In the District Court of the United States in and for the

NORTHERN

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OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA,

FRIDAY, JANUARY, 6th, 1928.

Court convened pursuant to adjournment, Friday, January, 6,
1928, at 9:30 A. M. Present:

Hon. J. E. Kennamer,
H. P. Warfield, Esq.,

Judge of U. S. District Court.
Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-
wit:

GERALDINE HEMITT, Plaintiff.)
vs.) 152 Eq.
J. O. DENTON, ET AL., Defendants.)

On this 6th day of January, 1928, the above entitled cause comes on for further hearing. All parties present as before and counsel as before. Now at this time Defendant presents further testimony, and rests. Argument of counsel is waived and it is by the Court ordered that cause be submitted upon briefs and that plaintiff be granted fifteen days to fifteen days to file brief herein and the defendant is granted fifteen days to reply to said brief.

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

A. B. C. DAGUE, Plaintiff.)
vs.) No. 70 Equity.
AZTEC OIL COMPANY, A)
CORPORATION AND EXCHANGE)
TRUST COMPANY, A CORPORATION)
Defendants.)
OIL WELL SUPPLY COMPANY AND)
GYPSEY OIL COMPANY, A)
CORPORATION.)
Interveners,)

JOURNAL ENTRY.

Now, on this 6 day of January, 1928, this cause comes before the Court on the petition of intervention of the Gypsey Oil Company, and said intervener appearing by its attorney, C. L. Billings, the court hears the evidence, and being fully advised in the premises, finds that the first cause set forth in said plea of intervention should be sustained and the receiver be directed to execute an assignment of all the interest of the Aztec Oil Company, in the oil and gas lease described therein to the Gypsey Oil Company in full satisfaction of its claim and partnership lien in the sum of \$822.40, and on the representation of said intervener, Gypsey Oil Company, that the oil and gas lease described in the second cause in said plea, has now terminated and expired, and said second cause is now abandoned by said intervener; the court therefore finds that said second cause should be dismissed.

It is, therefore, ordered and adjudged that the receiver herein C. A. Coakley, is hereby ordered and directed to execute to the Gypsey Oil Company, an assignment of all the interest of the Aztec Oil Company in and to the oil and gas mining lease dated January, 11, 1926, described in the first cause in said plea of intervention in full satisfaction of the

In the District Court of the United States in and for the

NORTHERN EQUITY SESSION. DISTRICT OF TULSA, OKLAHOMA. OKLAHOMA. FRIDAY, JANUARY, 6, 1928.

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

JOHN FALLEAF AND SALLIE FALLEAF, Plaintiffs, vs. FRED FALLEAF, THE AKIN OIL COMPANY, A CORPORATION, AND THE KETNER OIL AND GAS COMPANY, A CORPORATION, Defendants. Equity No. 248

ORDER FOR SUBPOENA DUCES TECUM.

Now on this 6th day of January, 1928, the same being one of the regular judicial days of the January, term of this Court, come the plaintiffs in the above entitled action and move this court at chambers for an order for subpoena duces tecum to F. A. Quaid, Court Clerk of Washington County, Oklahoma, to appear in this court at the trial of this cause on the 11th day of January, 1928, the same being the date set down for trial of this cause, and to bring with him the court files and appearance dockets containing the original entries therein, of the District Court of Washington County, Oklahoma, in case No. 7008, in said court, entitled Fred Falleaf, plaintiff, vs. John Falleaf and the Akin Oil Company, defendants, also to bring with him all the probate files and the appearance docket in probate case No. 294 entitled Fred Falleaf, a minor, by B. A. Lewis, guardian, which documents the said plaintiffs desire to submit for the consideration of the court, at said trial, and which plaintiffs believe to be material as evidence therein.

IT IS, THEREFORE, ORDERED and ADJUDGED that the Clerk of this Court issue a subpoena duces tecum to F. A. Quaid, Court Clerk of Washington County, Oklahoma, residing at Bartlesville, in said district, to be and appear in this court on the 11th day of January, 1928, with said books, court files and documents, at the hour of ten O'clock A.M. of said day.

F. E. Kennamer, Judge of said Court.

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

MARSHALL FIELD & COMPANY, A CORPORATION, Plaintiff, vs. PHIL HALL, ORRIS M. HALL, J. W. TERRELL, SULA TERRELL, McCAULEY COMPANY, A CORPORATION, AND NOVELTY THEATRE COMPANY, A CORPORATION, Defendants. No. 156 In Equity.

D E C R E E.

Now on this 6th day of January, 1928, the same being a regular judicial day of the regular term of the above named court comes on to be heard the above entitled cause. All parties appearing by their respective attorneys, the cause proceeds to trial and the court having heard the evidence on the part of both parties and the arguments of counsel, and being fully advised in the premises finds the issues in favor

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of the defendants and against the plaintiff.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, by the Court, that the plaintiff take nothing by virtue of its complaint herein, that the equities of this cause are with the defendants and that the plaintiffs bill of complaint herein be and the same is hereby dismissed at the cost of the plaintiff.

F. E. Kennamer,

United States District Judge.

O.K. E.B. Hughes for defendants.
J.M. McCauley & Co. &
J. T. Terrill,

Aby & Tucker,
Attys for Defendants.
Phill Hall and Oattie M. Hall.

Yancey & Pist, & C. H. Rosenstein,
Attorneys for plaintiff.

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

F. L. JOHNSON, AND VICIE
JOHNSON.)
Plaintiffs.)

vs.)

No. 279 Equity.)

MINNEHOMA OIL AND GAS COMPANY,
A CORPORATION.)
Defendants.)

O R D E R.

Now on this 5 day of January, 1928, it appearing to the court from the stipulation of the parties filed herein that the parties to this action have agreed that the same may be dismissed without prejudice and that the defendant is to pay the costs incurred in this court.

It is by the Court ordered and decreed that this cause be and the same hereby is dismissed without prejudice and it is further ordered that the costs incurred in this court be taxed against the defendant.

F. E. Kennamer,

U.S. District Judge.

APPROVED McCullum & McCullum,
N. E. McNeil,
Solicitors for plaintiff.
C. H. Rosenstein,
Solicitor for defendant.

In the District Court of the United States in and for the

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EQUITY SESSION.

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FRIDAY, JANUARY, 6, 1928.

L. R. KERSHAW,	Plaintiff.	}	197 Eq.
vs.			
STEPHEN B. NELSON, et al.	Defendant.		

On this 6th day of January, 1928, it is by the Court ordered that the above entitled cause be stricken from the assignment.

ROSS J. BEATY,	Plaintiff.	}	156 Eq.
vs.			
WALTER T. DORLAN,	Defendant.		

On this 6th day of January, 1928, it is by the Court ordered that the Contempt Proceedings in above entitled cause, be and same are hereby dismissed.

J. F. AYERS,	Plaintiff.	}	517 Eq.
vs.			
ROMANA PETROLEUM CO.,	Defendant.		

On this 6th day of January, 1928, it is by the Court ordered that the Motion to Remand heretoforefiled in above entitled cause be and same is hereby passed to January, 7th, 1928.

Court adjourned until January, 7, 1928.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

SATURDAY, JANUARY, 7, 1928.

Court convened pursuant to adjournment, Saturday, January, 7th 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

FIRST NATIONAL BANK OF TULSA, OKLAHOMA, A CORPORATION,)	
Plaintiff.)	
vs.	)	Equity No. 39
NATIONAL HARDWOOD COMPANY, A CORPORATION, ET AL.,)	
Defendants.)	

ORDER APPROVING AND CONFIRMING EASEMENT.

Now on this 7 day of January, 1928, this matter coming on for hearing in open court and the duly qualified and acting Receiver of the National Hardwood Company, G. H. Smith, appearing in person and by his Attorney at Record, Leonard E. Roach, and the Court having heard the evidence and argument of counsel finds that the application should be granted and the relief prayed for given.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, by this Court, that G. H. Smith execute an easement to the Public Service Company of Oklahoma granting said Company the exclusive right, privilege and authority to construct, operate and maintain a line of poles, wires and fixtures for the transmission of electric current, telephone and telegraph message upon, and across the following described real property and premises situate in Delaware County, State of Oklahoma, to-wit:

The South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and South Half of Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Four (4) and Southwest Quarter (SW $\frac{1}{4}$) of South Quarter (SW $\frac{1}{4}$) and West Half (W $\frac{1}{2}$) of Southeast Quarter (SE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section Three (3), all in Township Twenty-two (22) North Range Twenty-Three (23) East.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that the Public Service Company of Oklahoma pay to G. H. Smith as Receiver of the National Hardwood Company the sum of Seventy-six (\$76.00) dollars for the privilege, right and authority given in said easement, the same to be paid immediately upon the signing of this order and the Court hereby approves and confirms such easement and confers upon the Receiver of the National Hardwood Company, G. H. Smith, such power and authority as may be necessary to execute said easement.

F. E. Kennamer,
U. S. District Judge.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
SATURDAY, JANUARY, 7, 1928.

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

JACKSON BARNETT, AN INCOMPETENT,
BY HIS NEXT FRIEND, FRED T. HILDT,

Plaintiff.

vs.

GYPSY OIL COMPANY, ET AL.,

Defendants.

No. 216 Equity.

O R D E R.

And now on this the 7th day of January, 1928, this cause coming on to be heard by the Court on the Motion of C. B. McCullon claiming to act as guardian of Jackson Barnett under an order of the County Court of Creek County, Oklahoma, appointing him as such guardian and finding the said Jackson Barnett to be an incompetent person, to be substituted as plaintiff in said action in place and stead of Fred T. Hildt, and the applicant appearing by his attorneys, and the plaintiffs and defendant in said cause appearing by their attorneys, the Court doth proceed to hear said application, and it appearing to the Court that this action has here before been brought and is not being prosecuted by Fred T. Hildt as next friend of Jackson Barnett; and it further appearing that the County Court of Creek County, Oklahoma, has found Jackson Barnett an incompetent and appointed C. B. McCullon guardian of said Jackson Barnett, and that the County Court of Okmulgee County, Oklahoma, has found said Jackson Barnett to be incompetent and appointed George B. Hall as guardian of the said Jackson Barnett, and it appearing that the courts of California have also declared Jackson Barnett an incompetent and appointed a guardian for acts in connection therewith, finds that the interests of the said Jackson Barnett will be best served and protected by permitting the prosecution of the above action in his name by Fred T. Hildt as next friend, and denying the application of C. B. McCullon to be substituted as a representative of Jackson Barnett in place and in stead of the said Fred T. Hildt;

IT IS THEREFORE ADJUDGED AND DECREED that said application be, and the same hereby is overruled.

F. E. Kennamer,

Judge.

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

GYPSY OIL COMPANY, A
CORPORATION

Plaintiff,

vs.

JACKSON BARNETT,

Defendant.

No. 260 Equity.

ORDER APPOINTING GUARDIAN AD LITEM.

Now on this the 7th day of January, 1928, this cause coming on for further hearing on the application of George R. Hall, acting as guardian of Jackson Barnett under the appointment of the County Court of Okmulgee County, Oklahoma, showing to the Court that Jackson Barnett is incompetent, and requesting the appointment of a guardian ad litem for said Jackson on account of such incompetency to appear and defend the above styled cause in the name of the said Jackson Barnett as such incompetent defendant; plaintiffs appearing by their respective counsel and applicant appearing by his counsel, the Court, after being fully advised in the premises finds that the said George R. Hall is purporting to act as guardian of

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NORTHERN

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OKLAHOMA.

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TULSA, OKLAHOMA.

SAUNDAY, JANUARY, 7, 1928.

Jackson Barnett under an appointment of the County Court of Okmulgee County, Oklahoma, and a decree of said Court finding the said Jackson Barnett an incompetent and appointing said George R. Hall as guardian; and it further appearing to the Court that C. B. McCullon is claiming to act as guardian of Jackson Barnett under an order of the County Court of Creek County, Oklahoma, appointing him, the said C. B. McCullon, as guardian of Jackson Barnett under a decree of the court finding Jackson Barnett an incompetent, and appearing to the Court that Jackson Barnett has also been decreed to be an incompetent by one of the courts of California; the Court find that there is need of a suitable person to be appointed as guardian ad litem to represent the said Jackson Barnett in said cause.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that C. B. Stuart an attorney of this court, be, and he hereby is appointed guardian ad litem for the said Jackson Barnett in said cause, and to do and perform all things necessary to protect the interests of the said Jackson Barnett in said cause, and that the said C. B. Stuart enter his appearance as guardian ad litem of said Jackson Barnett in this court, and have ten days from this date in which to plead to the Bill of Complaint exhibited against the said Jackson Barnett in said cause, or twenty days from this date in which to answer said Bill of Complaint.

F. E. Kennamer,

Judge.

O. X.
Diggs.

Court adjourned until January, 9, 1928.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

MULSA, OKLAHOMA.

MONDAY, JANUARY, 9, 1928.

On this 9th day of January, 1928, the District Court of the United States for the Northern District of Oklahoma, sitting in Equity session not pursuant to adjournment, Monday, January 9, 1928. Present

Hon. E. E. Kennamer, Judge of U. S. District Court.
E. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered;
to-wit:

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

UNITED STATES OF AMERICA,	}	In Equity.
Complainant,		
vs.	}	No. 220.
ROY D. BRUMMELLE,		
AND J. H. LANE,		
Defendants.		

ORDER OF DISMISSAL.

Now on this the 9th day of January, 1928, this matter comes on for hearing before the Court upon the Motion of the United States District Attorney to dismiss this action as to the Defendant, Roy D. Brummelle upon payment of all costs of this action, and that said action be dismissed as to J. H. Lane, without costs as to the said J. N. Lane, and upon due consideration of said motion and recommendation of the United States District Attorney and being well and sufficiently advised in the premises, said motion to dismiss is hereby sustained and it is Ordered by the Court that said action and Bill of Injunction be, and the same is hereby dismissed as to the said J. N. Lane, without costs, and it is further ordered and decreed by the Court that said action be dismissed also, as to the defendant Roy D. Brummelle, upon payment of all costs of this action.

E. E. Kennamer,
Judge.

O.K. Louis W. Stivers
Asst U.S. Attorney.

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

BARTLETT BROTHERS LAND AND LOAN COMPANY, A CORPORATION,	}	No. 229 In Equity.
Complainant,		
vs.	}	
ROBERT R. ARMSTRONG, VEDA V. ARMSTRONG,		
BOYD T. ELLIS, AND MARY E. ELLIS,		
Defendants.		

O R D E R.

Now on this 9 day of January, 1928, there coming on for consideration the application of the complainant herein for the appointment of a Receiver to collect the rents and profits from the real estate involved herein and it appearing to the court from the verified application of the complainant and the examination of the mortgage sued upon herein that under the terms and provisions of said mortgage that the complainant is entitled to the immediate possession of said real estate and that by reason of the defaults and conditions stated in complainant's application, a Receiver should be appointed.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

MONDAY, JANUARY, 9, 1928.

IT IS THEREFORE considered, ordered and decreed by the Court that Grover Burch of Bartlesville, Oklahoma, be and he is hereby appointed Receiver to collect the rents and profits from the mortgaged premises and to report the same to the Court and the proceeds to be applied according to subsequent orders made herein. Bond fixed at \$1000.00;

F. E. Kennamer,
Judge.

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

BARTLETT BROTHERS LAND AND LOAN COMPANY, A CORPORATION,

Complainant,

vs.

ROBERT E. ARMSTRONG, VEDA V. ARMSTRONG, BOYD T. ELLIS AND MARY E. ELLIS,

Defendants.

No. 229 Equity.

DECREE OF FORECLOSURE.

Now on this 9 day of January, 1928, at a term of the United States District Court for the Northern District of Oklahoma, begun and held in the City of Tulsa, in said State in a cause wherein Bartlett Brothers Land and Loan Company, a corporation is complainant and Robert E. Armstrong, Veda V. Armstrong, Boyd T. Ellis and Mary E. Ellis are defendants, this cause coming on to be heard, the complainant being present by its attorneys, Rowland & Talbott and John J. Hildreth, the defendants Boyd T. Ellis and Mary E. Ellis being present and represented by their guardian ad litem, B. A. Lewis, and the defendants Robert E. Armstrong and Veda V. Armstrong, not appearing.

But it appearing to the Court that said defendants, Robert E. Armstrong and Veda Armstrong have failed to file any answer or other pleadings to complainant's Bill of Complaint, and it appearing that an order pro confesso has been entered herein against said defendants Robert E. Armstrong and Veda V. Armstrong under date of October, 17, 1927, and more than thirty days has expired and defendants now having each been three times called in open Court are by the Court adjudged and decreed to be in default and the allegations in the Bill of Complaint are taken as confessed and thereupon complainant having offered and introduced its evidence and there being no evidence offered in behalf of the answering defendants herein and the Court being fully advised, finds all the allegations in complainant's bill to be true and that complainant is entitled to the relief prayed for therein.

The Court finds that there is due and owing to the complainant herein upon the note and mortgage the sum of Ten Thousand Three Hundred (\$10300.00) dollars with interest thereon from June 1, 1925 at ten per cent and for other charges for which the land described in complainant's mortgage is liable, the sum of Nine and 35/100 (\$9.35) Dollars with interest thereon from February, 23, 1927, or for a total amount at this date in the sum of Twelve Thousand Nine Hundred Eighty 5/100 (\$12,980.00) Dollars.

The Court finds that said mortgage contains a provision for the payment of a reasonable attorneys' fee, which the Court finds in this case to be the sum of Five Hundred (\$500.00) dollars

The Court further finds that the indebtedness due the complainant herein, together with costs of this action, including attorneys' fees is a first lien upon the real estate hereinafter described; that complainant is entitled to a foreclosure of its mortgage thereon and for an order directing the sale of the real estate described in its said

In the District Court of the United States in and for the

NORTHERN
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TULSA, OKLAHOMA.

OKLAHOMA.
MONDAY, JANUARY, 9, 1928.

mortgage in satisfaction thereof, to-wit:

Lots One (1), Two (2), Three (3) and Seven (7) and the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6) in Township Twenty-four (24) of Range Thirteen (13) containing 440 acres in Washington County and State of Oklahoma;

that the lien of said complainant is superior to the rights of each and all of the defendants herein or any one claiming by, through or under them; that the mortgage hereby foreclosed waives the appraisalment or said real estate/

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED that this complainant herein recover in this action the sum of Twelve Thousand nine hundred Eighty (\$12980.00) Dollars with interest thereon from this date at ten per cent, together with the further sum of Five Hundred (\$500.00) dollars, attorneys' fees and for the costs of this action, and if the amount of said indebtedness including attorneys' fees and costs be not paid within a period of six months from this date, together with the costs of this action that Grover Burck of Bartlesville, Oklahoma, be and he is hereby appointed Special Master, to make a sale of the above described real estate; that the indebtedness found due the complainant herein is a lien upon the real estate hereinafter described superior to the rights of each and all of the defendants herein or anyone claiming by, through or under them; that complainant's mortgage be, and the same is hereby foreclosed and if said indebtedness, attorneys fees and costs be not paid, then said special Master is hereby ordered and directed to advertise and sell, without appraisalment, all the following described real estate, to-wit:

Lots One (1) Two (2) Three (3), and Seven (7) and the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), and the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6) in Township Twenty-four (24) of Range Thirteen (13) containing 440 acres in Washington County and State of Oklahoma:

that said real estate being within the jurisdiction of this Court and said sale is to be made at public auction in the same manner as provided for under the laws of the State of Oklahoma for the sale of real estate upon execution without appraisalment, offering the same in entirety and selling the same to the highest and best bidder for cash in hand,

Provided, however, that the complainant may offset any amount due it upon any bid made by said complainant for said real estate, and in the event complainant should become the purchaser of said property, then it shall only be necessary for complainant to pay to said Special Master or into Court an amount necessary to pay the costs of this proceeding including fees to Special Master and attorneys' fees, or delivering to said Special master a receipt for the amount of any such bid over and above such costs.

IT IS ORDERED AND DIRECTED that notice of the sale of said real estate shall be published in a newspaper authorized to publish legal notices in the County of Washington and State of Oklahoma, said sale to be held in Bartlesville, at the front door of the Court House, in the said County of Washington and State of Oklahoma, which said notice shall be published in each weekly issue of such newspaper, the first publication of which shall be at least thirty days proceeding the day of sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the said Grover Burck as Special Master, after executing said decree as herein before set forth and making said sale as herein ordered and directed shall apply the proceeds thereof as follows: First, by paying the costs of this suit and of executing this decree and of making sale, including the payment of attorneys' fees found due the complainant herein, and the payment of a special master's fee to be fixed by the Court.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

MONDAY, JANUARY, 9, 1928.

Second, Apply the remainder thereof, or so much thereof as may be necessary to the amount due the complainant herein, Bartlett Brothers Land & Loan Company in the sums of Twelve Thousand Nine Hundred Eighty (\$12,980.00) dollars with interest thereon from this date at the rate of ten per cent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Grover Burch, as Special Master shall make unto the purchaser of said land a good and sufficient deed therefor, conveying unto said purchaser all the right, title and interest of the defendants herein and each of them, or anyone claiming under them, in and to the real estate hereinbefore described.

IT IS FURTHER ORDERED AND DECREED that upon the sale of the real estate and the execution of a deed therefor as hereinbefore provided that the defendants to this suit and each of them, or anyone claiming by, through or under them be declared forever barred and foreclosed from any right, title, interest, estate, lien, right of possession or equity of redemption in and to said real estate, or any part thereof; and upon such conveyance being made the defendants herein and each of them shall immediately thereafter deliver and surrender to the grantee in said deed possession of said land.

IT IS FURTHER ORDERED and DECREED by the Court that Grover Burch as Special Master, shall make due return of all proceedings under this decree to this Court before distributing any proceeds thereof or before executing any conveyance to such purchaser, for confirmation by the Court.

IT IS FURTHER ORDERED AND DECREED that this Court retain jurisdiction for any and all purposes and for making any orders herein.

F. E. Kennamer,

Judge of the United States District Court for the Northern District of Oklahoma.

O.K. B. A. Lewis, Gdn. ad Litemof
Boyd T. Ellis and Mary E. Ellis,

O.K. Rowland S. Talbott &
John J. Hildreth.

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

ANGLO - TEXAS OIL COMPANY,
a corporation, et al.,
Complainants,

vs.

JOSEPH CATES, TR AS.,
Respondents.

No. 231 In Equity.

ORDER AUTHORIZING COMPLAINANTS TO FILE
AMENDED BILL OF COMPLAINT.

Now, on this 9th day of January, 1928, this matter coming on for hearing on the application of complainants to file amended bill of complaint and make additional party defendant, and the Court being advised in the premises.

It is ordered and decreed by the Court that the complainants be allowed twenty days from this date to file in this action their amended bill of complaint and the respondents be given twenty days thereafter to file answers.

F. E. Kennamer.

District Judge.

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA. EQUITY SESSION. TULSA, OKLAHOMA. MONDAY, JANUARY, 9, 1928.

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

JOHN FALLEAF AND SALLIE FALLEAF, Plaintiffs, vs. FRED FALLEAF, THE AKIN OIL COMPANY, A CORPORATION, AND THE KEENER OIL AND GAS COMPANY, A CORPORATION, Defendants. Equity No. 248

ORDER FOR SUBPOENA DUCES TECUM.

Now on this 9th day of January, 1928, the same being one of the regular judicial days of the Reg. Jan. Term of this Court, come the plaintiffs in the above entitled action and move this court, at chambers for an order for subpoena duces tecum to the Keener Oil and Gas Company, a corporation, and the Akin Oil Company, a corporation, with offices in the Exchange National Bank Building, Tulsa, Oklahoma, to appear in this Court at the trial of this cause, on the 11th day of January, 1928, the same be the date set down for trial of this cause, and to bring with them all their books, records and files giving the correct amount of production of Oil and Gas from the

Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 2, Township 28, Range 13 East, Washington County, Oklahoma.

from the 10th day of April, 1917, to the present time, all of which plaintiffs desire as evidence and to submit the same for consideration of the court at said trial, and which plaintiffs believe to be material as evidence therein:

IT IS, THEREFORE, ORDERED and ADJUDGED That the Clerk of this Court issue a subpoena duces tecum to the Keener Oil and Gas Company, a corporation, and the Akin Oil Company, a corporation, with offices in the Exchange National Bank Building, Tulsa, Oklahoma, to be and appear in this court on the 11th day of January, 1928, with said books, records and files, at the hour of ten o'clock A.M. of said day.

F. E. Kennamer, Judge of said Court.

Court adjourned until January, 10th, 1928.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of

OKLAHOMA.

TULSA, OKLAHOMA.

TUESDAY, JANUARY, 10, 1928.

Court convened pursuant to adjournment, Tuesday, January, 10th
1928, at 9:50 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq. Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-
wit:

BEYTON WILSON, Plaintiff.)
vs.) 240 Eq.
SHAFFER OIL & REFINING CO.)
Defendant.)

On this 10th day of January, 1928, it is by the Court ordered
that the above entitled cause be stricken on agreement of counsel.

ROBERT OGLESBY ET AL. Plaintiff.)
vs.) 236 Eq.
ABBIE GOMER, ET AL. Defendant.)

On this 12th day of January, 1928, it is by the Court ordered
that the above entitled cause be stricken upon statements of parties.

THE OKLAHOMA COMPANY, Plaintiff.)
vs.) 247 Eq.
FREDERICK W. BAILLY, Defendant.)

On this 12th day of January, 1928, it is by the Court ordered
that the above entitled cause be passed to February, 1, 1928.

HARTFORD ACCIDENT & INSURANCE CO., Plaintiff.)
vs.) 246 Eq.
J. W. WILSON, ET AL., Defendant.)

On this 10th day of January, 1928, it is by the Court ordered
that the plaintiff in above entitled cause be granted leave to file Supple-
mental Bill of Complaint and thereafter said cause comes on for hearing
and plaintiff and defendant each present their testimony and evidence.
Whereupon the Court finds Defendants had no knowledge of strict compliance
of the Indemnity Bond according to the evidence, and it is ordered that said
cause be taken under advisement and Plaintiff granted fifteen days to file
brief and defendant fifteen days to answer briefs.

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
 EQUITY SESSION. TULSA, OKLAHOMA. TUESDAY, JANUARY, 10, 1928.

BOARD OF COUNTY COMMISSIONERS
 ROGERS COUNTY,)
 Plaintiff.)
 vs.) 262 Eq.
 BRISTOW BATTERY CO. ET AL.,)
 Defendants.)

On this 10th day of January, 1928, it is by the Court ordered that the above entitled cause be stricken from this assignment and continued for the term/

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

C. E. WALKER, Plaintiff.)
 vs.)
 A. W. LOHMAN, Defendant.) No. 252 Equity.

O R D E R.

On good cause shown, the plaintiff in this action is hereby granted a period of twenty days from this date in which to comply with the orders of this Court entered herein on November, 1st, 1927, requiring an additional statement by the plaintiff herein, Dated December, December, 12, 1927.

F. E. Kennamer,
 Judge.

O.K. A. S. Swann,
 Attorney for Plaintiff.
 O.K. Holcombe & Lohman,
 Attorney for Defendant.

CHRISTY JOHNSON DEVER, Plaintiff.)
 vs.) 253 Eq.
 UNION MACHINE COMPANY, Defendant.)

On this 10th day of January, 1928, it is by the Court ordered that the Motion of Defendant for leave to file amended answer be and same is hereby continued and said cause stricken.

In the District Court of the United States in and for the

NORTHERN EQUITY SESSION. DISTRICT OF TULSA, OKLAHOMA. OKLAHOMA. TUESDAY, JANUARY, 10, 1928.

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

JACQUELINE S. SANKEY, A MINOR,
BY FAYE WILLIAMS, HER GUARDIAN,
Plaintiff.
vs.
W. C. SKELLY, E. P. DIEUALLEN,
AND SKELLY OIL COMPANY, A CORPORATION,
Defendants.

No. 141 Equity.

FINAL DECREE.

On this the 10th day of January, A. D. 1928, same being a day of the January, 1928, term of this Court, this cause came on to be further heard same having heretofore been briefed and argued by counsel; and thereupon upon consideration thereof it was ordered, adjudged and decreed as follows, viz:

That the bill of complaint of the plaintiff be and the same is hereby dismissed, that plaintiff take nothing by this action as against the defendants or either of them, and that the defendant do have and recover of and from the plaintiff their costs herein laid out and expended; to all of which the plaintiff excepts and her exceptions is allowed.

F. E. Kennamer,
Judge.

O.K. as to form,
Hill, Morgan & Bledsoe,
W. E. Hunt & Robt. B. Keenan,
By Robt. B. Keenan
Attorneys for Plaintiff.

Cantey, Hanger & McMahon,
Clay, Simon & Smith,
W.P. German and Alvin F. Moloney.
Attorneys for Defendants.

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

F. W. DYE AND E. D. CORPELL,
Plaintiffs,
vs.
JONES-McLAUGHLIN INC.
A CORPORATION,
Defendants.

No. 232 Equity.

ORDER.

Now on this 10th day of January, 1928, this matter coming on to be heard, and it appearing to the court that the parties having settled their differences and answered in open court that the cause may be dismissed.

IT IS THEREUPON ORDERED, ADJUDGED AND DECREED that the above entitled cause be and is hereby dismissed at complainants' cost.

F. E. Kennamer,
Judge.

Court adjourned until January, 11, 1928

NORTHWEST

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

WEDNESDAY, JANUARY, 11, 1928.

Court convened pursuant to adjournment, Wednesday January, 11th, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

IN THE DISTRICT COURT WITHIN AND FOR TULSA COUNTY
STATE OF OKLAHOMA.

JAMES PORTER,	Plaintiff,	}	No. 249 Equity.
vs.			
MAGNOLIA PETROLEUM COMPANY, a corporation,	Defendant.		

JOURNAL ENTRY OF JUDGMENT.

NOW, on this 11th day of January, 1928, comes on for hearing in its regular order, the above entitled cause, and the plaintiff appearing in person and by his attorney, Fair & Crouch, and the defendant appearing by its attorney, Hubert Ambrister, both sides announce ready for trial. Thereupon, by agreement of both parties, the intervention of jury is waived and the parties hereto argue that the cause may be heard by the court. The plaintiff thereupon introduces his evidence and rests; the defendant thereupon introduces its evidence and rests, and after argument of counsel and being fully advised in the premises, the court finds that the plaintiff is entitled to recover the sum of One Thousand & no/100 Dollars, of and from the defendant.

The court finds that the release heretofore executed on the 14th day of December, 1925, by James Porter and Della Porter, his wife, to the Magnolia Petroleum Company releasing said defendant is a good and valid release, and finds that the same was executed by the plaintiff with the knowledge of its effect.

The court finds that in addition to the injuries covered under said release, there were injuries which were not known and not contemplated at the time of the execution of said release and that said release only covers those injuries within the contemplation of the parties at the time of the execution thereof, and finds that there is due to the plaintiff by reason of said additional injuries, the sum of One Thousand dollars.

IT IS WHEREFORE ORDERED, ADJUDGED AND DECREED by this court that the release heretofore executed by James Porter and Della Porter his wife to the defendant on the 14th day of December, 1925, be, and the same is, hereby declared to be a valid release executed by the parties without fraud or misrepresentation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that said release did not cover all of the injuries, and that the plaintiff do have and recover of and from the defendant Magnolia Petroleum Company, the sum of One Thousand Dollars, for such additional injuries suffered by the plaintiff, and which were not released by said release.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant pay the costs of this action.

F. E. Kennamer,
Judge of the District Court.

O.K. Blakener & Ambrister,
Attorneys for defendant.
F. Fair & Crouch,
Attorneys for Plaintiffs.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

WINTER SESSION.

TULSA, OKLAHOMA.

WEDNESDAY, JANUARY, 11, 1928

JOHN PALLEAF,	PLAINTIFF.)	
)	
VS.		)	248 Eq.
)	
FRED PALLEAF,	Defendant.)	

On this 11th day of January, 1928, the above entitled cause comes on for hearing. All parties are present in person and by their attorneys, plaintiff being represented by Norman Barker and defendant by Shipman & Lewis, H. E. Michaelson and E. A. DeFeules. Both sides announce ready for trial and all witnesses are sworn, and the files in No. 7008, Washington County, Palleaf vs. Palleaf are admitted in evidence. Whereupon, it is by the Court ordered that the original files and docketts may be withdrawn and certified copies of same submitted, now at this time plaintiff rests and defendant moves to dismiss said cause of action which is by the Court overruled. Defendant presents his evidence and rests. Whereupon, it is by the Court ordered that Judgment be granted in favor of plaintiff as to equity in said cause and Brief as to Law be submitted by counsel for plaintiff, and that defendant be granted 20 days in which to file Reply brief herein.

Court adjourned until January, 18, 1928.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

THURSDAY, JANUARY, 12, 1928.

Court convened pursuant to adjournment, Thursday, January, 12th, 1928, at 9:30 A. M. Present:

Hon. P. E. Kennamer, Judge of U. S. District Court.
H. E. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

LEONARD D. INCHEM,	Plaintiff.	}	261 Eq.
vs.			
G. W. Chandler, and Isaiah Newman.	Defendants.		

On this 12th day of January, 1928, the above entitled cause comes on for hearing. Plaintiff is present in person and by Malcolm E. Rosser and Chas. W. Chandler, and defendants are present in person and by Linebaugh & Pinson their attorneys. All parties announce ready for trial and all witnesses are sworn and thereafter opening statements of counsel for plaintiff and defendant are heard. Plaintiff presents his evidence and proof and rests and thereafter defendants present their arguments and proof and rest. The taking of evidence is closed and closing arguments of counsel heard. Whereupon, it is by the Court ordered that Decree be granted plaintiff cancelling contract as per journal entry to be filed herein.

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

LEONARD D. INCHEM,	Plaintiff,	}	No. 261 Equity.
vs.			
G. W. CHANDLER, AND ISALAH NEWMAN,	Defendants.		

D E C R E E.

Now on this 12th day of January, 1928, the same being a court day of the regular January, 1928, term of said court, and the day upon which the above entitled, and numbered action was regularly set for trial on the docket of said court, came on to be heard the above entitled and numbered action, and plaintiff appeared in person and by Malcolm E. Rosser, and Charles A. Chandler, his attorneys, and the defendants appeared in person and by Messrs Linebaugh and Pinson and R. E. Stewart, their attorneys, and both parties announce ready for trial, and plaintiff introduced his evidence and rested, and the defendant introduced their evidence and rested, and thereupon the case was argued by counsel for the respective parties and after hearing the evidence and arguments of counsel, the court finds that the contract dated June, 27, 1927, between the defendant Isaiah Newman and the defendant G. W. Chandler which contract is recorded in Book 351 at page 403 of the records of the county clerk of Creek County, Oklahoma, was made without authority and that the defendant Isaiah Newman had no authority to represent the plaintiff in asking said contract, and that said contract is a cloud upon the plaintiff's title to

The Southwest Quarter of Section Two (2) Township
Nineteen (19) North, Range Seven (7) East, in Creek
County, Oklahoma,

and that same should be cancelled; and the court further finds that the defendants placed said contract of record without authority, and illegally

In the District Court of the United States in and for the

NORTHMAN
COURTY SESSION.

District of

OKLAHOMA.

MULSA, OKLAHOMA. THURSDAY, JANUARY, 13, 1928.

and that the plaintiff has been damaged by the placing of same of record.

IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED, ADJUDGED AND DECORDED that said contract be, and the same is hereby set aside, cancelled, annulled and hold for naught; and it is further considered, ordered adjudged and decreed that the defendants and each of them and all persons claiming through, by or under them, be and they are hereby perpetually enjoined from asserting any right, title or interest in or to said lands and from asserting any right, title or interest in or to the mineral, oil gas or coal, in or under said lands, by virtue of said contract.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECORDED by the Court that the plaintiff Leonard Ingram do have and recover of and from the defendants Isaiah Newman and C. W. Handler, the sum of Three Hundred and Fifty Dollars (\$ 250.00) and all his costs in this behalf expended, for which execution may issue. To all of which the defendants except. And the defendants then and there in open court give notice of appeal to the Circuit Court of Appeals for the Eighth Circuit, and said appeal is allowed, and bond fixed at \$700.00.

P. E. Kennamer,

C. K. Malcolm E. Rosser
Attorney for Plaintiff.

C. H. Linebaugh & Pinson,
Attys for C. W. Mandlin

R. Emmet Stewart,
Attys for Isiah Newman.

Court adjourned until January, 13th, 1928.

Court convened pursuant to adjournment, Friday, January, 13th, 1928, at 9:30 A. M. Present:

Hon. P. E. Kennamer, Judge of U.S. District Court.
H. P. Warfield, Esq., Clerk of U.S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

UNITED STATES, Plaintiff. }
vs. } 277 Eq.
E. A. HILLENDORE, JR. Defendant. }

On this 13th day of January, 1928, it is by the Court ordered that leave be granted United States to amend Bill of Complaint by interlineation.

CHARLES CASHONS, Plaintiff. }
vs. } 298 E.
FRANK CHIDDERS, Defendant. }

On this 13th day of January, 1928, it is by the Court ordered that above entitled cause be stricken from this assignment.

Court adjourned until January, 14, 1928

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EMITY SESSION.

MULSA, OKLAHOMA.

MONDAY, JANUARY, 16, 1928.

Court convened pursuant to adjournment, Monday, January, 16th, 1928, at 9:30 A. M. Present:

Hon. E. E. Kennamer, Judge of U. S. District Court.
E. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

GEO. A. BROOKS,)	
Plaintiff,)	
vs.)	
E. C. YARBROUGH, ADMINISTRATOR	)	No. 281
WITH THE WILL ASHERED OF THE)	
LAST WILL AND TESTAMENT OF)	
BRIDGET ANN BARBER, DECEASED,)	
CLARA BARBER, LAWRENCE BARBER,)	
JACK BARBER AND OLIVERD BARBER,)	
MRS HARTIE B. BROWN; GEO. W. ROACH.)	
MRS MARY E. SLAMANS, WILFRED D. ROACH,)	
AND SAIDEL ROACH,)	
Defendants.)	

WARNING ORDER.

Now on this 16th day of January, 1928, came on to be heard in open court the motion and application of plaintiff in the above numbered and styled cause for an order directing the absent and non-resident defendant, Clara Forbes, to answer herein, and it appearing to the Court that this suit is commenced by the plaintiff, seeking specific performance of a contract relating to the real estate hereinafter described, and for conveyance of the title thereto to plaintiff, to-wit:

Title to said land being in Birdget Barber, and

That the said defendant, Clara Forbes, is a resident and citizen of the State of Kansas, living and residing at 918 East 7th Street, City of Winfield, Kansas, that personal service upon said defendants, or any of them is impossible through the usual chancery subpoena, within the Northern District of the State of Oklahoma, or within the State of Oklahoma, and that said defendant has not voluntarily appeared herein, and the court being of the opinion that said order should be granted.

It is therefore ordered and directed that the said defendant, Clara Forbes, on or before twenty days after service hereof appear, plead answer or demur to plaintiff's said bill of complaint, and that a copy of this order be served upon said defendant, if possible; otherwise, to be published once each week for six consecutive weeks in the Osage County News, a Newspaper published at and in the City of Pawhuska, County of Osage, State of Oklahoma, and within the Northern District of the State of Oklahoma.

You are further warned and advised that an exact copy of the original Bill of Complaint filed in said cause in behalf of the complainant is attached to the copy of this order and delivered to you herewith attached to the said copy.

E. E. Kennamer,
Judge.

Court adjourned until January, 19, 1928.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
MULSA, OKLAHOMA.

OKLAHOMA.
THURSDAY, JANUARY, 19, 1926.

Court convened pursuant to adjournment, Thursday, January, 19th, 1926, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereon the following proceedings were had and entered,
to-wit:

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

THE OKLAHOMA COMPANY,
a corporation. Plaintiff.

vs.

FREDERICK W. BAILEY,
Defendant.

No. 247 Equity.

O R D E R.

This cause coming on to be heard on this 19th day of January, 1926, upon the stipulation of the parties heretofore filed in the above entitled cause, and the court being fully advised in the premises;

IT IS HEREBY ORDERED that the cross complaint of the defendant, Frederick W. Bailey, be, and the same is, hereby dismissed with prejudice to the institution of another suit,

IT IS FURTHER ORDERED AND ADJUDGED that the bill of complaint of plaintiff be, and the same is hereby dismissed with prejudice to the institution of another suit.

F. E. Kennamer,
Judge.

O.K. Ramsey, DeMeules & Martin,
Attorney for plaintiff.

O.K. H. J. Swartz,
West, Gibson, Sherman Davidson & Hull,
Attorneys for defendant.

Court adjourned until January, 20, 1926.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

FRIDAY, JANUARY, 20, 1928.

Court convened pursuant to adjournment, Friday, January, 20th, 1928, at 9:30 A. M. Present:

Hon. F. E. Hennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

UNITED STATES, Plaintiff, }
vs. } No. 286 Equity.
CLARA M. ELDRED AND }
E. SHEA, Defendants. }

WARNING ORDER.

Now on this 20th day of January, 1928, came on to be heard in open court the application of the plaintiff in the above styled and numbered cause for an order directing the absent and non-resident defendant to answer herein, and it appearing to the Court that this suit is commenced by plaintiff, seeking to set aside certain instruments therein set forth, and to remove a cloud from the title to the land situated in the Northern District of Oklahoma, described as follows, to-wit:

The Southeast Quarter (SE4) of Section Twenty-one (21) Township Eighteen (18) North, Range Twelve (12) East, Creek County, Oklahoma.

said land being the allotment of Willie Brown, a restricted citizen of the Creek Nation.

That diligent search has been made for said defendants by the Department of the Interior, through the office of the Superintendent of the Five Civilized Tribes, and its Field Clerks. That the whereabouts of the said defendant, E. Shea, is to the Plaintiff unknown; that the defendant, Clara M. Eldred, is a citizen and resident of the County Home in Alle County, State of Pennsylvania, and that personal service upon said defendant is impracticable and impossible, through the usual chancery subpoena, and that said defendants, nor either of them have voluntarily appeared herein, and are not inhabitants or citizens of the Northern District of the State of Oklahoma, and the Court being of the opinion that said order should be granted;

IT IS WHEREFORE ORDERED that said defendants, Clara M. Eldred and E. Shea, and each of them, appear, plead, answer or demur to said Bill of Complaint, on or before the 12th day of March, 1928, and that a copy of this order be served personally upon said defendants, and each of them, if possible; otherwise, to be published once each week for six consecutive weeks, in the Sapulpa Herald, a newspaper published at Sapulpa Creek County, in the Northern District of the State of Oklahoma.

F. E. Hennamer,
Judge.

171 In the District Court of the United States in and for the

TENTH

District of

OKLAHOMA.

WINTER SESSION.

TULSA, OKLAHOMA.

FRIDAY JANUARY, 20, 1928.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE TENTH DISTRICT OF OKLAHOMA.

THE MISSOURI VALLEY BRIDGE &
IRON WORKS, A CORPORATION,

Complainant,

vs.

J. H. MIDDLETON, H. C. O'NEIL AND
W. A. WILSON,

Defendants.

In Equity No.

384 E.

ORDER MAKING BILL OF CONFESSED.

This cause having come on to be heard upon the motion of the complainant that the defendants herein, H. C. O'Neil, J. H. Middleton, and W. A. Wilson, be defaulted for want of appearance herein,

And it appearing to the Court that a subpoena issued out of this Court has been duly served upon the said defendants, J. H. Middleton, H. C. O'Neil, and W. A. Wilson, and that the time has expired within which they had to enter their appearances herein, as they and each of them were commanded to do in and by said subpoena; and it further appearing that they, and each of them, have failed and neglected to enter their appearance herein, or answer the bill of complainant herein.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the default of the said J. H. Middleton, H. C. O'Neil, and W. A. Wilson, be, and the same is hereby entered herein for failure to enter their appearances here in and answer said bill of complaint, and it is further

ORDERED, ADJUDGED AND DECREED, that said bill of complaint be taken as confessed as to said defendants, J. H. Middleton, H. C. O'Neil, and W. A. Wilson.

Enter : E. M. Donnamer,

Judge.

Court adjourned until January, 21, 1928.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

SAURDAY, JANUARY, 21, 1928.

Court convened pursuant to adjournment, Saturday, January, 21, 1928, at 9:00 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

ROBERT OGLESBY, ET AL.,)
Plaintiffs,) No. 236
vs.)
ABBIE CORNER, ET AL.,)
Defendants.)

O R D E R.

Now on this 21st day of January, 1928, the above matter comes on to be heard before the Court on the Stipulation of Attorneys of Record by both plaintiff and defendant in which it is shown that Robert Oglesby, one of the plaintiffs herein, departed this life in Tulsa County on the 1st day of January, 1928,

That by the consideration of the County Court of Tulsa County, State of Oklahoma, Herman D. Cornell has been appointed and is now the duly appointed, qualified and acting executor of the Estate of Robert Oglesby, deceased, and further stipulation that this cause shall be revived and shall proceed insofar as Robert Oglesby is concerned in the name of Herman D. Cornell, Executor of the Estate of Robert Oglesby, deceased, and that the pleadings in this cause be considered as amended accordingly as of this date, all of which is ordered and adjudged by the Court.

F. E. Kennamer,
Judge.

Court adjourned until January. 24, 1928.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.District of
MULSA, OKLAHOMA.OKLAHOMA.
TUESDAY, JANUARY, 24, 1928.

Court convened pursuant to adjournment, Tuesday, January.
24, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U.S. District Court.
H. P. Warfield, Esq., Clerk of U.S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

THE OSAGE OIL & REFINING COMPANY,
A CORPORATION AND EDWARD E.
ALDRIDGE, TRUSTEE,
Plaintiffs.

vs.

MULBER OIL COMPANY, A CORPORATION
ET AL.,
Defendants.

No. 224 E.

O R D E R.

On this 24th day of January, 1928, the defendants herein Elm
Oil Company, Felix Quinlan and E. A. Babcock are given until the 6th day
of February, 1928, inclusive, within which to plead to the First Amended
Complaint of the plaintiffs herein.

F. E. Kennamer,
Judge.

Court adjourned until January, 25, 1928.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION. TULSA, OKLAHOMA. WEDNESDAY, JANUARY 25, 1928

Court convened pursuant to adjournment, Wednesday, January, 25, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

ROBERT OGLESBY, Plaintiff.)
vs.)
ABBIE CONNER, ET AL. Defendant.) 236 E.

On this 25th, day of January, 1928, it is by the Court ordered that above entitled cause be set for hearing on February, 2nd, 1928.

IN THE UNITED STATES DISTRICT COURT OF THE EASTERN DISTRICT OF OKLAHOMA.

CONTACT FILTRATION COMPANY, A CORPORATION, ET AL., Plaintiffs,)
vs.) 280 Equity.
PIERCE PETROLEUM CORPORATION, A CORPORATION, Defendant.)

O R D E R.

On this 25th day of January, 1928, upon application of the defendant, and for good cause shown it is ordered that the said defendant be allowed 30 days from this date to answer the Bill of Complaint and Bill of Particulars of the plaintiffs herein.

F. E. Kennamer,
Judge United States District Court.

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

A. D. C. DAVIS, Plaintiff,)
vs.) No. 70 Equity.
AZTEC OIL COMPANY, ET AL., Defendants.)
Oil Well Supply Company, et al., Interveners.)

O R D E R.

The court having read the application filed by the Receiver for permission to sell nine tank cars, in his possession as Receiver for the

15 In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

REGULAR SESSION.

TULSA, OKLAHOMA.

WEDNESDAY, JANUARY, 26, 1928.

Aztec Oil Company, it is hereby ordered that said application be set down for hearing in the court room of the United States District Court for the Northern District of Oklahoma, in the City of Tulsa, Oklahoma, at the hour of ten o'clock A. M., January, 28, 1928, and that prior to said hearing a written notice of this application be given to all parties interested, or their counsel.

F. W. Leachman,
Judge .

Court adjourned until January, 27, 1928.

Court adjourned pursuant to adjournment ordered, January, 27, 1928, at 10:00 A. M. The date:

Hon. F. W. Leachman, Judge of U.S. District Court.
H. P. Warfield, Esq., Clerk of U.S. District Court.

Whereupon, the following proceedings were by the court ordered, to-wit:

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

ENCOURAGEMENT, SUICIDE, A MURDER,
AND OTHER VIOLATIONS, FOR OBSTRUCTION,
AND OTHER VIOLATIONS,
Plaintiff.

vs. J. M. B. B. B.

J. A. BERNER, COUNSEL FOR DEFENDANT,
AND OTHER VIOLATIONS, AND H. P. WARDLE,
Defendants.

ORDERED.

Now on this 26th day of January, 1928, at request of attorneys for the state and good cause shown, permission is granted at court for plaintiffs to withdraw files for the purpose of taking a transcript thereof.

F. W. Leachman, Judge.

Court adjourned until January, 27, 1928.

In the District Court of the United States in and for the

NO. 11881 District of

WINTER SESSION. QUEBEC, QUEBEC. MONDAY, JANUARY 28, 1928.

Court convened pursuant to adjournment, Saturday, January, 26th, 1928, at 9:30 A. M. Present:

Hon. W. E. Lennaner, Judge of U. S. District Court
E. V. Warfield, Esq., Clerk of U. S. District Court

Thereupon, the following proceedings were had and entered, to-wit:

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE DISTRICT OF QUEBEC.

H. M. KAUSBERGIAN, Plaintiff.

vs.

MARY OIL AND GAS COMPANY, INCORPORATED, MERCE MERIDONNI COMPANY, and WALTER M. HUDSON, Defendants.

In Equity
No. 241.

O R D E R.

This case coming on to be heard on this the 28th day of January 1928, upon the motion of the plaintiff herein for permission to file an amended petition to his original bill of complaint, and for permission to name additional parties defendant, as fully set out in a petition, and the court being fully advised in the premises, and upon consideration thereof, is of the opinion that said motion should be granted.

It is therefore hereby ordered, adjudged and decreed by the Court that said plaintiff be given leave to file the amended petition herein, and he is granted further leave to name the Utah Springs Mine, a corporation, the Utah Springs Railway Company, a corporation, the Edwin H. Sage, Maria L. Conzoll, George H. Macey, Clarence H. Macey, and Edward C. Botting trustees of the estate of Charles H. Macey, additional defendants in the above entitled cause.

Done and entered, at Quebec, Quebec, Canada, on, 1928.

W. E. Lennaner, Judge.

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE DISTRICT OF QUEBEC.

H. D. D. CASSE, Plaintiff,

v.

MARCE OIL COMPANY, INC., Defendants.

No. 70 Equity.

MARY OIL AND GAS COMPANY, INC., Intervenor.

O R D E R.

Now on this 28th day of January, 1928, order on the petition

In the District Court of the United States in and for the

District of
SOUTHERN DISTRICT OF CALIFORNIA, SOUTHERN DISTRICT OF CALIFORNIA, DISTRICT OF CALIFORNIA, DISTRICT OF CALIFORNIA, DISTRICT OF CALIFORNIA.

The application of Charles H. Godley, Receiver for the Artes Oil Company, for authority to sell also to the court, certain property of the Artes Oil Company, described as follows: to-wit:

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

and it is appearing to the Court that due notice of the application was given, in compliance with the order heretofore entered; and it further appearing to the Court that the said Receiver has received an offer from the Bell Oil & Gas Company to purchase said tank cars the Artes Oil Company for the sum of \$9000.00, the said purchase price to be credited upon any mortgage indebtedness due and owing said Bell Oil & Gas Company from said Artes Oil Company; and it further appearing to the Court that said sum of \$9000.00 is a fair and reasonable price for said tank cars, and not disproportionate to the value thereof; and it further appearing to the Court that it is for the best interest of the said receivership that said tank cars be sold;

NO, THEREFORE, IT IS ORDERED AND DECREED, that the said Charles H. Godley, Receiver of said Artes Oil Company, he and he is hereby authorized to sell the following described property, to-wit:

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

for a sum not less than \$9000.00, and to execute the necessary documents evidencing the conveyance of title.

It is further ordered that in the event said Receiver sells said tank cars to the said Bell Oil & Gas Company, that he is authorized to credit the purchase price, or any other portion thereof, on any mortgage indebtedness due and owing to Bell Oil & Gas Company from the said Artes Oil Company.

H. E. Hannan, Judge.

- C.H. Poe & Bundy,
Attorneys for A.S.C. Luague
- C.H. Amy & Tucker,
Attorneys for Frick - Cold Spring Company,
- C.H. W. A. Gibson,
Attorneys for J. E. Gray and Kansas Oil Production Co.
- C.H. Randolph, Haver, Shirk & Bridges.
Attorneys for Oil Well Supply Company.

In the District Court of the United States in and for the

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District of

ILLINOIS, DEARBORN, ILLINOIS, DEARBORN, JANUARY, 1936.

This docketed pursuant to captioned, dated, January, 1936, 1936, 1936.

Hon. J. H. ... Judge of U. S. District Court. ... Clerk of U. S. District Court.

Whereupon, the following proceedings were entered and entered, to-wit:

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF ILLINOIS.

WALTER ... Plaintiff. vs. ... Defendant. To 1000 Unity.

C. R. ...

This cause coming on to be heard with 10 day of January, 1936, upon the motion of the plaintiff ...

It is ordered that the plaintiff be allowed to amend said supplemental bill of complaint by striking out the name of ...

H. W. ... Judge.

JOHN ... Plaintiff. vs. ... Defendant. To 187 Unity.

On this 30th day of January, 1936, it is by the Court ordered that defendant herein be given thirty (30) days additional time to file an amended answer in above entitled cause.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF ILLINOIS.

J. ... Plaintiff. vs. ... Defendant. To 500 No.

C. R. ...

On application of the defendants and cross petitioners, ... it is hereby ordered that said Jessie Woodcock be and she is hereby made a party defendant in the above entitled cause.

H. A. ... Judge.

Court says read serial January, 31, 1936.

In the District Court of the United States in and for the

WINTER TERM. DISTRICT OF COLUMBIA. SECOND SESSION. WASHINGTON, D.C. WEDNESDAY JANUARY 31, 1938.

Court convened pursuant to adjournment, Tuesday, January, 31st 1938, at 9:00 A. M. Present:

Hon. W. E. Hannan, Judge of U.S. District Court.
W. L. Washfield, Esq., Clerk of U.S. District Court.

Whereupon, the following proceedings were had and entered, to-wit:

JOHN BARNARD, Plaintiff.
vs.
ERNE BARNARD, Defendant.
No. 248 D.C.

On this 31st day of January, 1938, it is by the Court ordered that twenty (20) days additional time be granted parties in above entitled case to file briefs herein.

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA.

EDWARD B. HIGLEY, Plaintiff.
vs.
C. L. HENDERSON AND
IRVING HENDERSON, Defendants.
No. 261 D.C.

ORDER IN CIVIL CASE NO. 261.

On this 31st day of January, 1938, came on to be heard the petition of the defendants above named, for an order allowing appeal, and thereupon it was by the Court ordered that said petition be granted and appeal allowed upon defendants giving bond conditioned as required by law, in the sum of \$700.00.

W. E. Hannan,
Judge.

Court adjourned until February, 1st, 1938.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

WEDNESDAY, FEBRUARY, 1, 1928

Court convened pursuant to adjournment, Wednesday, February, 1, 1928, at 9:50 A. M. Present:

Hon. F. E. Eganmer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

GRAND LODGE OF THE BROTHERHOOD OF RAILROAD TRAINMEN, AN UNINCORPORATED, VOLUNTARY, FRATERNAL INSURANCE ASSOCIATION,

Plaintiff,

vs.

LULU B. ANDERSON, MYRTLE ANDERSON AND HARRIET R. ROLLIER,

Defendants.

In Equity No. 288.

JOURNAL ENTRY.

Now, on this 1 day of February, A. D. 1928, comes on for consideration before the court, the above entitled cause; the plaintiff appearing by its attorneys, Mason, Honold, Harper & Williams, the defendant, Lulu B. Anderson, appearing by her attorney, O. H. Searcy, and the defendant, Harriet R. Roller, appearing by her attorneys, Sizer & Gardner and Geo. W. Reed, Jr., Upon examination of the files in said cause, the court finds that heretofore and on to-wit, the day of January, 1928 the defendant, Myrtle Anderson, appearing through her attorney, Mr. H. S. Williams, files herein her disclaimer, wherein disclaims any right, title or interest, in and to the proceeds of the insurance policy involved in said cause, Whereupon, the defendant, Lulu B. Anderson and Harriet R. Roller announce ready for trial and a jury being waived, said cause is submitted to the court. After reading the pleading in said cause and hearing the evidence of the witnesses, sworn and examined in open court and being advised in the premises, the court finds that on or about the 13th day of April, 1927, James M. Anderson departed this life, at Sapulpa Oklahoma, and at said time he was a member in good standing of the plaintiff, Grand lodge of the Brotherhood of Railroad Trainmen, and that he was the holder of beneficiary certificate No. C-271340 in said plaintiff society, which said certificate was in good standing; the Court further finds that theretofore and on June 29, 1926, the said decedent and the defendant, Lulu B. Anderson were divorced and that said decedent at the time of his death and since said divorce aforesaid, was a single man left surviving him, his mother, Harriet R. Roller, one of the defendants above named; the court further finds that there was due upon said policy upon the death of James M. Anderson to his lawful beneficiary, the sum of Eighteen hundred Seventy-five Dollars (\$1875.00) and that the aforesaid, Harriet R. Roller, was at the time of the demise of the said James M. Anderson, his true and lawful beneficiary, under the terms of said policy and under and by virtue of the by-laws of said society, applicable to such cases and the court further finds that upon the filing of said petition in this cause by the plaintiff, the aforesaid sum of Eighteen hundred Seventy-five Dollars (\$1875.00) was by said plaintiff deposited with the Clerk of said court and that said clerk now holds said funds to be distributed according to and in keeping with the terms of this said decree.

WHEREUPON, it is accordingly ordered, adjudged and decreed by the court that the Clerk of said court, aforesaid, be, and he is hereby authorized, empowered, and directed to pay the aforesaid funds, in the sum of Eighteen Hundred Seventy-five Dollars, (\$1875.00) to the defendant, Harriet R. Roller, or her order, deducting therefrom the court costs accrued in this action.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

WEDNESDAY, FEBRUARY, 1, 1928.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED, that from and after the distribution of said funds, said plaintiff stands acquitted and discharged of all further claims or demands under said policy as against the defendant, Lulu B. Anderson and all persons claiming by, through or under her, since the commencement of this suit.

F. E. Kennamer, Judge.

O.K. MASON, BONNOLD, HARPER & WILLIAMS.
Atty for plaintiff.

O.K. C. H. Searcy, Atty for Lulu B. Anderson.

O.K. Sizer & Garbner, Atty for Harriett R. Roller.

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

UNITED STATES, Plaintiff,

vs.

M. L. HOLCOMBE, JOSEPHINE, DANIELS,
HARRY PEACE, JOSEPH OSAGE,
EUGENE BUTLER AND ESTHER LITTLE
SOLDIER DANIELS,
Defendants.

No. 143 Equity.

ORDER OF DISMISSAL.

Now on this 1st day of February, 1928, it having been called to the Court's attention that the subject of the litigation herein has been amicably settled by and between the Osage Indian Agency, at Pawhuska, Oklahoma, and the defendants herein, and that it is the pleasure of the office of the United States Attorney in and for the Northern District of the State of Oklahoma, that said cause be dismissed, the Court finds that there is no occasion for further litigation herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said cause be, and the same is hereby dismissed, at cost of the plaintiff.

F. E. Kennamer, Judge.

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

UNITED STATES, Plaintiff,

vs.

M. L. HOLCOMBE, AND
CLARENCE DANIELS,
OSAGE ALLOTTEE, NO. 855,

Defendants.

No. 145 Equity.

ORDER OF DISMISSAL.

Now on this 1st day of February, 1928, it having been called to the Court's attention that the subject of the litigation herein has been

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY

SESSION.

TULSA, OKLAHOMA.

WEDNESDAY, FEBRUARY, 1, 1928.

amicably settled by and between the Osage Indian Agency, at Pawhuska, Oklahoma, and the defendants herein, and that it is the pleasure of the office of the United States Attorney in and for the Northern District of the State of Oklahoma, that said cause be dismissed, the Court finds that there is no occasion for further litigation herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said cause be and hereby is dismissed, at costs of the plaintiff.

F. E. Kennamer, Judge.

Court adjourned until February, 2, 1928.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

THURSDAY, FEBRUARY, 2, 1928.

Court convened pursuant to adjournment, Thursday, February, 1, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

UNITED STATES,	Plaintiff,	}	No. 286, Equity.
vs.			
CLARA N. ELDRED AND E. SHEA,	Defendants.		

ORDER APPOINTING GUARDIAN AD LITEM.

Now on this 2nd. day of February, 1928, there coming on to be heard Plaintiff's motion herein for the appointment of a guardian ad litem, for an on behalf of the said Clara N. Eldred, and recommending the appointment of her brother, Harry Moss, who is guardian of her estate; and the Court, after hearing the evidence offered, and being fully advised in the premises, finds that the facts contained in said motion to be true, that the said Clara N. Eldred is an incompetent or weak minded person, and that the said Harry Moss is the guardian of her estate, and is a fit and proper person to act as guardian ad litem, for an on behalf of the said Clara N. Eldred.

The Court further finds that service of process has been duly had upon said defendant, Clara N. Eldred, through the said guardian of her estate, and that the answer day in said order specified is February, 1, 1928, and that said defendant, nor her said guardian, has appeared herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said Harry Moss be, and hereby is appointed guardian ad litem for an on behalf of the said Clara N. Eldred, defendant herein, and that on her behalf, and as such guardian ad litem, he be permitted to appear and plead herein at the cost of the plaintiff.

F. E. Kennamer, Judge.

Court adjourned until February, 3rd. 1928

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
FRIDAY, FEBRUARY, 3, 1928.

Court convened pursuant to adjournment, Friday, February, 3rd.
1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

ORDER PRO CONFESSO.

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

WADDELL INVESTMENT COMPANY,
A CORPORATION,)
Plaintiff.)
vs.) Equity No. 101.
EMILY L. HAMPTON, ET AL.,)
Defendants.)

ORDER PRO CONFESSO.

Now comes the complainant, by its solicitors, and elects to
take order pro confesso against R. S. Beachy, D. C. Lundeen and Walter
Davis, and R. S. Beachy, D. C. Lundeen and Walter Davis, as Trustees
for the Mercantile Trust Syndicate and Mercantile Trust Syndicate, for
failure to plead or answer.

Dated this 3rd. day of February, 1928.

H. P. Warfield, Clerk

By H. W. James, Deputy.

Præcipe.

To the Clerk of said Court.

Enter the above in the Order Book in Equity of said Court.

Geo. W. Leapold, & J. E. Bett,

Solicitor for Complainant.

ROBERT OGLESBY, ET AL.,)
Plaintiff.)
vs.) 236 Eq.
ABBIE CONNOR, ET AL.,)
Defendant.)

On this 3rd. day of February, 1928, the above entitled cause
comes on for further trial. Both sides announce ready for trial.
All parties are present in person and by counsel, John Rogers represent-
ing plaintiff and Wm. Neff representing defendant. Opening statements
of counsel are heard, and thereafter plaintiff presents his evidence and
proof and rests. Both sides rests. Closing statements of counsel
are heard, and thereafter it is by the Court ordered that the Temporary
Injunction herein be made Permanent to which defendant except and ex-
ceptions are allowed. Now at this time defendants give notice of
appeal. It is further ordered by the Court that a Decree be filed
herein, which Decree is as follows:

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of

OKLAHOMA.

TULSA, OKLAHOMA.

FRIDAY, FEBRUARY, 3, 1928.

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

HERMAN D. CORNELL, EXECUTOR OF THE
ESTATE OF ROBERT OGLESBY, DECEASED,
MO-MAN OIL & GAS COMPANY, HARRY E.
ROGERS, MAGNOLIA PETROLEUM COMPANY,
FRANZ BUTTRAM, WILLIAM A. BUTTRAM,
BELCO ROYALTIES, INCORPORATED, AND ERRET
R. NEWBY, AND H. U. BARTLETT,

Complainants.

vs,

No. 236 Equity.

ABBIE CONNOR, NETTIE CONNOR,
WILLIAM NEFF, L. E. NEFF, ATTORNEYS
OF RECORD, FOR ABBIE CONNOR AND
NETTIE CONNOR, UNDER THE NAME OF
NEFF AND NEFF, FRED A. SPEAKMAN,
JUDGE OF THE DISTRICT COURT FOR THE
TWENTY-SECOND JUDICIAL DISTRICT,
THOMAS S. HARRIS, DISTRICT JUDGE,
OF THE TWENTY-SECOND JUDICIAL DISTRICT
BOTH SITTING IN AND FOR CREEK COUNTY
AND RAY H. WEAKLEY, COURT CLERK OF
CREEK COUNTY, STATE OF OKLAHOMA.

Respondents.

D E C R E E.

Now on this 10th day of January, 1928, the above entitled cause is regularly set for hearing before this court, and thereupon the death of Robert Oglesby, one of the plaintiffs, is suggested, and upon order of court the case is continued, and upon application and agreement of all parties, and Herman D. Cornell having been duly appointed executor of the estate of Robert Oglesby, deceased, was substituted as party plaintiff in the name and place of Robert Oglesby, and said cause is set for hearing on February, 3, 1928.

Now, on this 3rd. day of February, 1928, plaintiffs appearing by their attorney, John Rogers, and defendants, Abbie Connor, Nettie Connor, William Neff and L. E. Neff, as attorneys of record for Abbie Connor and Nettie Connor, having heretofore filed their answer herein, appearing by their attorney, William Neff, the court proceeds to a hearing on motion of Plaintiffs for a permanent injunction on the admitted allegations in the answer of defendants.

Thereupon, the Court having read the bill of complaint filed herein and the answer of the defendants, Abbie Connor, Nettie Connor, William Neff and L. E. Neff, and after argument of counsel, and being fully advised in the premises finds that Abbie Connor and Nettie Connor have filed an action in the District Court of Creek County, Oklahoma, asserting and claiming an interest in and to the East Half of the Southeast Quarter of Section Four (4) and the East Half of the Northeast Quarter of Section Eight, (8), all in Township Eighteen (18) North, Range Seven (7) East, being cause No. 16015 in said District Court of Creek County, Oklahoma, and that summons was duly served on the plaintiffs herein.

The Court further finds that prior to said action in the District Court of Creek County, Oklahoma, an action was instituted by the United States of America, acting for itself and through the Attorney General, and for and on behalf of Abbie Connor and Nettie Connor, in the United States District Court for the Eastern District of Oklahoma, being No. 3163 Equity therein, and which is attached to and marked Exhibit "A" to plaintiff's bill herein, wherein the United States of America attempted to recover for and on behalf of Abbie Connor and Nettie Connor an interest in the above described lands, and finds that said action was in substance the identical cause of action as set forth in the petition filed in the District Court of Creek County, Oklahoma, and being No. 16015 therein, to which finding defendants except.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
FRIDAY, FEBRUARY, 3, 1928

The Court further finds that an amended bill of complaint was filed in said cause No. 3163 Equity in the United States Court for the Eastern District of Oklahoma, and that complainants herein filed their answer and responses, and issues was raised and joined as to all the allegations, and that the several responses and answers are attached as exhibits to complainant's bill herein and made a part thereof.

The court further finds that thereafter said cause No. 3163 Equity, pending in the United States Court for the Eastern District of Oklahoma, was transferred to the United States Court for the Northern District of Oklahoma and marked as cause No. 8 Equity therein; and thereafter the United States of America, acting through its Department of Justice and the Attorney General of the United States, filed a motion in the United States District Court for the Northern District of Oklahoma in said cause No. 8, Equity, in substance alleging that there was no equity in the amended bill, and that the same should be dismissed with prejudice, and thereafter and after the matter was duly considered, to-wit on the 10th day of February, 1926, upon motion of the complainant, the United States of America, this court entered its order in said cause No. 8 Equity, dismissing said cause with prejudice as to all future actions and the order of dismissal is attached to complainants' Bill herein as an exhibit and made a part thereof to which findings defendants except.

The Court finds that all the proceedings and matters and facts by Abbie Connor, Nettie Connor, and Neff and Neff, their attorneys of record, filed in the District Court of Creek County, Oklahoma, in cause No. 16015 therein were fully determined, adjudicated and settled by the judgment in cause No. 8 Equity in the United States District Court for the Northern District of Oklahoma, and that said judgment therein fully determined and adjudicated the rights of said parties and became the law of the case and is res adjudicata and that the said Abbie Connor, Nettie Connor, William Neff and L. E. Neff are estopped from again attempting to proceed and relitigate the matters therein set forth to which findings the defendants except.

The Court further finds that by reason thereof a permanent injunction should issue as against Abbie Connor, Nettie Connor, William Neff and L. E. Neff, and each and every one claiming by, through or under them, enjoining and restraining them from proceeding to prosecute or raise any issue in the District Court of Creek County, Oklahoma, in said case No. 16015 wherein Abbie Connor and Nettie Connor are plaintiffs and H. U. Bartlett, et al., are defendants, to which findings the defendants except.

The court further finds that on the 31st day of April, 1927, a temporary injunction was granted, and upon consideration finds that the said injunction should be made permanent.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this court that the temporary injunction heretofore granted on the 31st day of April, 1927 be, and the same is hereby made permanent and perpetual as against the defendants Abbie Connor, Nettie Connor, William Neff and L. E. Neff, and that they and each of them and every one claiming by, through or under them are hereby forever enjoined, restrained and debarred from proceeding to prosecute or raise any issue in the District Court of Creek County, Oklahoma, in said Cause No. 16016, wherein Abbie Connor and Nettie Connor are plaintiffs and H. U. Bartlett, et al, are defendant, and are enjoined and restrained from taking any steps to call into question or to relitigate in the District Court of Creek County, Oklahoma, the issues involved in said cause No. 8, Equity in the United States Court for the Northern District of Oklahoma, to which Respondents except and exception is allowed.

IT IS FURTHER ORDERED that the plaintiffs recover judgment for their costs herein expended.

F. E. Kennamer,
District Judge.

O.K. _____
John Rogers,
Blakemore & Ambrister,
Attorneys for Complainants.
McMan Oil & Gas Company, Harry H. Rogers,
Magnolia Company, Frank Buttram, William A.
Buttram, Belco Royalties, Incorporated,
and Erret R. Newby.
O.K. As to forms Neff & Neff.
Attorneys for Respondents

Court adjourned until February, 4, 1928

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
EQUITY SESSION. TULSA, OKLAHOMA. saturday, FEBRUARY, 4, 1928

Court convened pursuant to adjournment, Saturday, February, 4th, 1928. at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

JOHN FALLEAF AND SALLIE FALLEAF, Plaintiff,

vs.

FRED FALLEAF, AND THE AKIN OIL COMPANY, A CORPORATION, AND THE KEENER OIL AND GAS COMPANY, A CORPORATION.

Defendants.

Equity No. 248

ORDER.

This cause coming on to be heard on this the 4 day of January, 1928, upon the application of the defendants for leave to file amended answer to the bill of complaint, and the Court being fully advised

IT IS HEREBY ORDERED that the defendants be allowed to file amended answer instantler.

Upon application of the defendants, it is hereby ordered that defendants are given extention of twenty days within which to file briefs.

F. E. Kennamer, Judge.

A. E. C. DAGUE, Plaintiff.

vs.

AMTEC OIL COMPANY, Defendant.

70 Eq.

On this 4th day of February, 1928, it is by the Court ordered that the claims of the Claims of Security Union Insurance Co. and Oilmans Reciprocal Assn. be taken under advisement.

Court adjourned until February, 6, 1928.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
MONDAY, FEBRUARY, 6, 1928.

Court convened pursuant to adjournment, Monday, February, 6,
1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. E. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-
wit:

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

A. B. C. DAGUE,	Plaintiff.)	
vs.		)	70 Equity.
AZTEC OIL COMPANY,)	
A CORPORATION, AND EXCHANGE TRUST COMPANY,)	
A corporation,	Defendant.)	

O R D E R.

Now on this 6th day of February, 1928, it appearing to the
court that it is and will be to the advantage of all of the parties to
this action that the sale of the properties of the defendant, Aztec Oil
Company, which are and were covered by the foreclosure of the deed of
trust herein and directed to be sold by order of sale entered herein on
March, 30, 1927, be not held on the date heretofore set therefor, to-wit,
February, 6, 1928; but that the same be continued and reset for another
and later date;

IT IS ORDERED, ADJUDGED AND DECREED that the same of the assets
and properties of the Aztec Oil Company, heretofore ordered and set to be
held by Charles A. Coakley, as Special Master herein on the 30th day of
June, 1927, and heretofore, by order of this court of January, 5, 1928,
continued to February, 6, 1928, be and the same is hereby continued and
reset for the 5th day of March, 1928, at ten o'clock A. M. the same to
be held without further advertisement, at the same place and under the
same terms and conditions as heretofore provided for herein by the order
of sale and notice thereof as given by Charles A. Coakley, Esq., Special
Master:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, however, that the
Court reserves the right to make any other, or further orders respecting
the sale herein in as may be deemed necessary, expedient or advisable.

F. E. Kennamer, Judge.

Court adjourned until February, 8, 1928.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

WEDNESDAY, FEBRUARY, 8, 1928.

Court convened pursuant to adjournment, Wednesday, February, 8, 1928, at 9:50 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

GYPSY OIL COMPANY, A CORPORATION,	Plaintiff.)	No. 260 Equity.
vs.)	
JACKSON BARNETT,	Defendant.)	

ORDER EXTENDING TIME TO FILE ANSWER.

Now on this 8th day of February, 1928, comes on for hearing the application of the Guardian ad Litem for Jackson Barnett for additional time to answer, and for good cause shown.

It is hereby ORDERED, ADJUDGED AND DECREED that said Guardian Ad Litem, C. B. Stuart, et al, and he is hereby granted an extension of Twenty (20) days from date hereof in which to file answer as such Guardian ad Litem.

Done in open court the day and year first above written

F. E. Kennamer,
Judge.

Court adjourned until February, 9, 1928.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

THURSDAY, FEBRUARY, 9, 1928.

Court convened pursuant to adjournment, Thursday, February, 9, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

MARGARET COLLINS, Plaintiff.)
vs.) No. 298 Equity.
ROXANA PETROLEUM CORPORATION,)
A CORPORATION, AND MARLAND)
OIL COMPANY, OF OKLAHOMA, A)
CORPORATION. Defendants.)

O R D E R.

Now on this 9th day of February, 1928, this matter coming on for hearing upon the application of Roxana Petroleum Corporation, one of the defendants herein, for an extension of time within which to plead to the Bill of Complaint of the plaintiff filed herein, and it appearing to the Court that for good cause shown, such application should be granted.

IT IS THEREFORE, ordered and decreed that the defendant, Roxana Petroleum Corporation be and it is hereby granted an extension of time of Twenty days from February, 9, 1928, within which to plead to the Bill of Complaint of the plaintiff filed in the above styled and numbered cause and that such pleadings when filed shall have the same force and effect as if filed within the original time required.

F. E. Kennamer, Judge.

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

C. E. WALKER, Plaintiff,)
vs,) No. 252 Equity.
A. W. LOHMAN, Defendant.)

O R D E R.

Good reason appearing therefor, it is hereby ordered by the Court that the complainant, C. E. Walker, have 30 days from this date in which to file an amended bill of complaint in this cause.

Dated this ___ day of February, 1928.

F. E. Kennamer,
District Judge.

Court adjourned until February, 10, 1928.

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
EQUITY SESSION. TULSA, OKLAHOMA. FRIDAY, FEBRUARY, 10, 1928.

Court convened pursuant to adjournment, Friday, February, 10th, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. B. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

THE UNITED STATES OF AMERICA, Plaintiff.

vs.

W. A. MOSES, EDGER E. EBLEIN, L.
E. MOSES, J. C. PARCUM, R. G.
TRYON, A. L. HARMON, E. H.
CLAPP, OTIS SHORT AND WAYNE ANDERSON AND C. L. REDBRIDGE, EXECUTOR OF THE ESTATE OF C. L. MOSES, DECEASED, AND CLARENCE A. NEAL, MARSHALL NEAL AND MARY NEAL CRUCHER, EXECUTORS OF THE ESTATE OF P. E. NEAL, DECEASED, Defendants.

No. 147 Equity.

JOURNAL ENTRY.

This cause came on for hearing in the above Court on the 19th day of May, 1926, upon the Motion of the defendants to dismiss the Bill of Complaint filed herein by the plaintiff. The plaintiff, the United States of America, appeared by Louis N. Stivers, Assistant United States District Attorney for the Northern District of Oklahoma, and the defendants appeared by their attorneys, Vern E. Thompson and Marshall W. Hinch, and thereupon both parties announce ready for hearing and the Court after hearing oral argument by attorneys for the respective parties permitted them to file typewritten briefs and continued the cause for further consideration.

And now on this 10th day of February, 1928, the Court having duly considered the Bill of Complaint filed in this cause and the Motion to Dismiss the same, the oral arguments and Briefs of the respective parties and both parties again appearing by their above named attorneys and announcing ready for final hearing and disposition of said Motion, the Court being fully advised in the premises finds that said Motion should be and the same is hereby sustained.

It is therefore by the Court considered, ordered and adjudged and decreed that the Motion of the defendants to dismiss plaintiff's Bill of Complaint be and the same is hereby sustained and the Bill of Complaint is hereby dismissed at the cost of the plaintiff and the defendants are hereby given judgment for their costs herein expended, to which ruling of the court the plaintiff excepted.

Done in open court at Tulsa, Oklahoma, this 10th day of February 1928,

F. E. Kennamer,

Judge of the U. S. District Court.
for the Northern District of Oklahoma.

O.K. Louis N. Stivers,

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
SATURDAY, FEBRUARY, 11, 1928.

Court convened pursuant to adjournment, Saturday, February,
11, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered,
to-wit:

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

UNITED STATES OF AMERICA,

Plaintiff.

vs.

No. 132 Equity.

O. B. MOTHERSEAD, BANK COMMISSIONER,
OF THE STATE OF OKLAHOMA, P. D. COLE,
LIQUIDATING AGENT OF THE BANK OF
APPERSON, HENRY BULTON, LIQUIDATING
AGENT, OF THE FIRST STATE BANK OF
OILTON, AND V. R. MARSHALL, LIQUIDATING
AGENT OF THE SECURITY STATE BANK
OF HIEPER.

Defendants.

ORDER OF DISMISSAL.

Now on this 11th day of February, 1928, there coming on to be
heard the motion of the plaintiff to dismiss the within cause, without
prejudice, and the Court, after hearing the argument of counsel, and be-
ing fully advised in the premises, finds that said cause should be
dismissed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said cause
be dismissed, without prejudice.

F. E. Kennamer,

Judge.

O.K. Louis H. Stivers,
Attorney for Plaintiff.

Attorney for defendants.

Court adjourned until February, 14, 1928.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
TUESDAY, FEBRUARY, 14, 1928.

the Five Civilized Tribes, and its Field Clerks, That the whereabouts of said defendant, J. P. Allen, is to the plaintiff unknown. That the defendant, Martha D. Long, is a citizen and resident of Bunch, Adair County Oklahoma. That said defendants, nor either of them has voluntarily appeared herein, and are not inhabitants of the Northern District of the States of Oklahoma, and the Court being of the opinion that said order should be granted;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said defendant Martha D. Long and J. P. Allen, and each of them appear, plead, answer or demur to said Bill of Complaint, on or before the 26th day of March, 1928 and that a copy of this order be served personally upon said defendants, and each of the, if possible; otherwise to be published once each week for six consecutive weeks, in the Bartlesville Enterprise, a newspaper published at Bartlesville, Washington County in the Northern District of the State of Oklahoma.

F. E. Kennamer, Judge.

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

A. B. BAGUE, Plaintiff.)

vs.)

AZTEC OIL COMPANY,
A CORPORATION AND
EXCHANGE TRUST COMPANY, A
CORPORATION, Defendant.)

In Equity

No. 70

O R D E R.

Now on this 5th day of January, 1928, it appearing to the Court that it is and will be to the advantage of all of the parties to this action that the sale of the properties of the defendant, Aztec Oil Company which are and were covered by the foreclosure of the deed of trust herein and directed to be sold by order of sale entered herein on March, 30, 1927 be not held on the date heretofore set therefor, to-wit, January, 5, 1928 but that the same be continued and reset for another and later date:

IT IS ORDERED, ADJUDGED AND DECREED that the sale of the assets and properties of the Aztec Oil Company, heretofore ordered and set to be held by Charles A. Coakley, as Special Master herein on the 30th day of June, 1927, and heretofore, by order of this court of December, 5, 1927, continued to January, 5, 1928, be and the same is hereby continued and reset for the 6th day of February, 1928, at ten o'clock A. M. the same to be held without further advertisement, at the place and under the same terms and conditions as heretofore provided for herein by the order of sale and notice thereof as given by Charles A. Coakley, Esq., Special Master:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, however, that the Court reserves the right to make any other or further orders respecting the sale herein as may be deemed necessary, expedient or advisable.

F. E. Kennamer,

Judge.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
TUESDAY, FEBRUARY, 15, 1928.

Court convened pursuant to adjournment, Tuesday, February, 15th, 1928, at 9: 30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OKLAHOMA, SITTING IN TULSA.

THE APARTMENT BUILDING COMPANY,
A CORPORATION,)
COMPLAINANT.)

vs.)

No. 308

JOHN L. SMILEY, AS COUNTY TREASURER,
D. A. ROWE, AS COUNTY ASSESSOR, AND
THE BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF TULSA, STATE OF OKLAHOMA.)

Defendants.)

ORDER SETTING MOTION FOR HEARING.

TO JOHN L. SMILEY, AS COUNTY TREASURER,
D. A. ROWE, AS COUNTY TREASURER, AND THE
BOARD OF COUNTY COMMISSIONERS OF THE
COURT OF TULSA, STATE OF OKLAHOMA.

You and each of you are hereby notified that the Apartment buildings company, a corporation, complainant in the above styled and numbered Cause, has filed in this court its verified Bill of Complaint which among other relief asked, request is made of this Court that by reason and on account of the irreparable injury and damage which it would and will otherwise sustain unless and without this Court issues a restraining order herein pending the determination of this Cause, restraining and enjoining respondents and each of them from demanding, collecting or coercing the payment on the part of complainant of certain ad Valorem taxes alleged to be illegal, from the inspection of burdensome penalties and issuance of legal process for the collection thereof, in the sum of \$13,622.40 of which amount \$7,960.06 is alleged to be and constituted an illegal tax and that said illegal tax is a lien and costs a claim upon the title of complainant to its property as described and set forth in its Bill of Complaint; and good reason appearing therefor,

It is hereby ordered that said Motion be and the same is hereby set down for hearing on the 24th day of February, at the hour of 10:00 o'clock in the forenoon, and that said respondents and each of them be given ten (10) days notice hereof.

Done in open court this the 14th day of February, A. D. 1928,

F. E. Kennamer,
District Judge.

Acceptance of copy of foregoing notice is hereby acknowledges
this _____ day of February, 1928.

Court adjourned until February, 20th, 1928.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
MONDAY, FEBRUARY, 20, 1928.

Court convened pursuant to adjournment, Monday, February, 20th, 1928, at 9:30 A. M. Present:

Hon. Arba S. VanValkenburg, Circuit Judge.
Hon. Albert L. Reeves, Judge of U. S. District Court.
Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon the following proceedings were had and entered, to-wit:

ST. LOUIS-SAN FRANCISCO, RY. CO.)
Plaintiff,)
vs.) 207 Eq.
J. T. LAWRENCE, ET AL.,)
Defendants.)

On this 20th day of February, 1928, the above entitled cause comes on for further hearing. Plaintiff is represented by C. B. Steward and Ben Franklin, and defendant by T. L. Blakemore & D. A. McDoug al. The Motion of Defendant to Dismiss the amended Bill of Complaint is heard and Arguments of counsel heard on said Motion. Whereupon it is by the Court ordered that said cause be taken under advisement and that briefs be submitted and that opinion of the Court be rendered. Now at this time leave is granted to file motion of restitution. The Application for Damages and Expenses of Attorneys is heard, and it is further ordered that said application be taken under advisement. Now at this time each side agrees to stand on Motion to Dismiss. Journal Entry of Judgment is filed herein and is as follows:

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

ST. LOUIS-SAN FRANCISCO RAILWAY)
COMPANY, Plaintiff.)
vs.) No. 207 Equity.
J. F. LAWRENCE, ET AL.,)
Defendants.)

JUDGMENT ON APPLICATION FOR ASSESSMENT OF DAMAGES.

This cause came on to be heard on February, 20, 1928 upon the application filed herein by J. F. Lawrence and C. C. Taylor for an order fixing the sum of \$4,483.90 as amount of damages which they are entitled to recover against plaintiff by reason of the wrongful issuing of the interlocutory injunction in said cause, and upon consideration of said application and the evidence it was found by the court that the defendants J. F. Lawrence and C. C. Taylor should recover of the plaintiff, St. Louis San Francisco Railway Company the sum of \$4,265.25, being the aggregate of the several items mentioned in the said application except the item of \$218.65 heretofore paid by the plaintiff.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that said defendants, J. F. Lawrence and C.C. Taylor, do have and recover of and from the plaintiff, St. Louis-San Francisco Railway Company, the said sum of \$4,265.25, together with interest thereon from this date at the rate of six per cent per annum. To all of which the plaintiff excepts.

F. E. Kennamer,

U. S. District Judge.

O.K. C. B. Stewart

Court adjourned until February, 21, 1928

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
TUESDAY, FEBRUARY, 21, 1928.

Court convened pursuant to adjournment, February, 21, 1928,
at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered,
to-wit:

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

UNITED STATES OF AMERICA,)	
Plaintiff.)	
vs.	)	No. 311
FRED E. HILL, BING MISCHMINGER:)	
HARLEY KLEINER, ED HICKMAN, JIM)	
COX, BEN BOWMAN AND HILL & COMPANY,)	
Defendants.)	

ORDER FOR TEMPORARY WRIT OF INJUNCTION.

Now on this 21st day of February, 1928, this matter comes on to be heard upon the Bill of Complaint herein filed in the office of the Clerk of this Court and upon the affidavits of W. F. Wilverton, Prohibition Agent, and informers Mr and Mrs Walter Drewry, duly filed in open court; and it appearing to the satisfaction of the court by inspection of the bill of complaint and said affidavits and otherwise, that a nuisance exists as described in the said bill of complaint on the premises therein mentioned,

IT IS ORDERED, That, pending the final hearing and determination of this application and entry of an order thereon the defendants above named, their agents servants, and employees are restrained and enjoined from manufacturing, selling and bartering any intoxicating liquor, as defined in Section 1, Title 11, of the National Prohibition Act, upon the premises described in the Bill of Complaint, and from removing or in any way interfering with the liquor or fixtures or other things upon said premises, used, kept, maintained in connection with the manufacturing, sale, keeping and bartering of such liquor, and from conducting or permitting the continuance of a common nuisance upon said premises.

F. E. Kennamer, Judge.

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

UNITED STATES OF AMERICA,)	
vs.)	
FRED E. HILL: MORMY HILL:	)	No. 312
"SWEDE" J. SWANSON: WICK)	
KARNS; W. L. SHAW.)	

ORDER FOR TEMPORARY WRIT OF INJUNCTION.

Now on this 21st day of February, 1928, this matter comes on to be heard upon the bill of complaint heretofore filed in the office of the Clerk of this Court and upon the affidavits of John H. Vickery, W. F. Wilverton and R. S. Hubbard, duly filed in open court; and it appearing to the satisfaction of the court inspection of the bill of complaint and said affidavits and otherwise; that a nuisance exists as described in the

100 In the District Court of the United States in and for the

NORTHERN DISTRICT

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

SATURDAY, FEBRUARY, 21, 1928.

bill of complaint on the premises therein mentioned.

IT IS ORDERED, That pending the final hearing and determination of the application and entry of an order thereon, the defendants above named, their agents, servants and employees are restrained and enjoined from manufacturing, selling and bartering any intoxicating liquor, as defined in Section, 1, Title 11, of the National Prohibition Act, upon the premises described in the bill of complaint, and from removing or in any way interfering with the liquor or fixtures or other things upon said premises, used kept, or maintained in connection with the manufacturing, sale, keeping and bartering of such liquor, and from conducting or permitting the continuance of a common nuisance upon said premises.

F. E. Kennamer, Judge.

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

UNITED STATES OF AMERICA, Plaintiff,

vs.

B. H. BOWMAN, SID CLARK, A. W. CRAMER, MAGGIE CRAMER, TOMMIE HILL AND SANDY HILL, Defendants.

In Equity No. 293

ORDER OF COURT.

And now, on this the 21st day of February, the same being a day of the regular January, A.D. 1928, term of said Court, the plaintiff having filed herein its motion, showing that J. J. Ridgeway and W. G. Burns, are necessary and proper parties for the full, final and complete adjudication of the above entitled matter, and that they appear, or claim to have, some right, title or interest in and to the property herein.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that J. J. Ridgeway and W. G. Burns, be and they are hereby made parties Defendants herein and that the process of this Court issue as to said defendants.

F. E. Kennamer, United States District Judge.

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

UNITED STATES OF AMERICA, Plaintiff,

vs.

B. H. BOWMAN, SID CLARK, A. W. CRAMER, MAGGIE CRAMER, TOMMIE HILL AND SANDY HILL, Defendants.

In Equity No. 293

ATTACHMENT.

THE PRESIDENT OF THE UNITED STATES OF AMERICA, TO HENRY G. BEARD UNITED STATES MARSHAL.

You are hereby ordered and directed to attach the bodies of A. W. Karns and Tommie Hill, and to bring them before this Court forthwith

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

REGULAR SESSION.

TULSA, OKLAHOMA.

SATURDAY, FEBRUARY, 21, 1928.

to show cause, if any they have, why they should not be punished for contempt of Court, in failing and refusing to obey the preliminary Writ of injunction allowed and issued by this Court and served on said A. W. Karns and Tommie Hill on the 4th day of January, 1928, and then and there return this Writ with the bodies of the said A. W. Karns and Tommie Hill,

F. E. Kennamer,

United States District Judge.

Court adjourned until February, 22, 1928.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.District of
TULSA, OKLAHOMA.OKLAHOMA.
WEDNESDAY, FEBRUARY, 22, 1928.

Court convened pursuant to adjournment, Wednesday, February, 22nd, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer,
R. P. Warfield, Esq.,

Judge of U. S. District Court
Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered,
to-wit:

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

EDDIE JACK, Plaintiff.

vs.

JOHN M. HOOD, LULA A. HOOD, WIFE
OF JOHN M. HOOD, OKMAMA PETROLEUM
CORPORATION; NORMAN COMPANY, A
CORP. J. A. HUSE & COMPANY, A CORP.
MID-CONTINENT ROYALTY CORPORATION,
BARTSDALL OIL CO., A CORP; WAITE
PHILLIPS CO., CORP; PHILLIPS
PETROLEUM CORPORATION, A CORP.
E. S. HORN TRUSTEE; MIDDLE STATES
PETROLEUM CORP. PURE OIL COMPANY,

Defendants.

C R 23 A.
EQUITY NO. 158.

The motion of the attorneys, W. H. Leise, W. R. Green and Geo. H. Mayne, attorneys of record for the plaintiff, Eddie Jack, in the above entitled action coming on to be heard in open court; and it appearing to the satisfaction of this Court that the said attorneys W. H. Leise, W. R. Green and Geo. H. Mayne have attorneys lien on the said Plaintiff's cause of action and any judgment that may be procured thereon,

It is hereby ordered adjudged and decreed that permission and leave of this Court is hereby granted unto said attorneys to endorse their said lien upon the original petition of said Plaintiff now on file in the office of the Clerk of this said Court.

Done in Open Court this 22nd. day of February, 1928,

F. E. Kennamer,

Judge of the United States District
Court in and for the Northern Dis-
trict of Oklahoma.

In the District Court of the United States in and for the

NORTHWESTERN EQUITY SESSION. DISTRICT OF OKLAHOMA. TULSA, OKLAHOMA. WEDNESDAY, FEBRUARY, 27, 1928.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHWESTERN DISTRICT OF OKLAHOMA.

THE MISSOURI VALLEY BRIDGE & IRON COMPANY, A CORPORATION.

Complainant,

vs.

J. E. MIDDLETON, H. C. O'NEIL, AND W. A. WILSON.

Defendants.

In Equity No. 284 E.

D E C R E E.

This cause came on to be further heard at this term, a decree pro confesso having been duly entered herein more than thirty days heretofore against the defendants, J. E. Middleton, H. C. O'Neil and W. A. Wilson, for their failure to file their answers within twenty days of service of subpoena upon them, or within the extensions of time granted by the Court on the bill of complaint and the evidence submitted in open court and was argued by counsel.

And the court being fully advised in the premises does now find as follows:

That the Missouri Valley Bridge & Iron Company is a corporation organized and existing under the laws of the State of Kansas with its principal office and place of business in said State. That J. E. Middleton, H. C. O'Neil and W. A. Wilson are citizens of the State of Oklahoma and reside respectively in the cities of Collinsville, Tulsa, and Weleetka, in said State:

That the controversy, exclusive of interest and costs, involves a sum exceeding Three Thousand Dollars (\$3,000.00);

That complainant is, and was during the period from January, 1, 1917 to July, 28, 1924, one of the subscribers or members of Associated Employer's Reciprocal, a reciprocal or inter-insurance exchange or association licensed to operate in Illinois, Oklahoma and a number of other states. That during said period said reciprocal issued to complainant workmen's compensation and public liability contracts of indemnity and insurance. That during said period complainant had operations covered by said contracts in the States of Kansas, Missouri, Oklahoma, Texas, Arkansas, Louisiana, Nebraska, Illinois and Michigan, and furnished payroll reports and paid premiums and deposits under said contracts as demand for payment was made by the attorney-in-fact in the total sum of \$122,228.50, and is ready and willing to perform its obligation under said contracts.

That said Associated Employer's Reciprocal was comprised during said period of about 14,000 individuals, firms and corporations located in the States of Illinois, Oklahoma, and 16 other states, including complainant and the defendants herein which individuals, firms and corporations were changing from time to time as old subscribers withdrew and new ones were added. That said individuals, firms and corporations under a common name. Subscribers at Associated Employers Reciprocal, exchanged through an attorney-in-fact, Sherman & Ellis Inc., contracts of indemnity or insurance including workmen's compensation, employers' liability, teams public liability and automobile insurance including public liability, property damage, fire, theft and collision. That the complainant, defendants and each subscriber executed a power of attorney substantially in the form set forth on pages 7 to 10 of the printed copy of the decree in the case hereinafter more fully describes and designated "The principal cause" hereinafter set forth in full with the exception therein noted on page 7. For convenience the word "Exchange" will be sometimes used in this decree in referring to the said Associated Employers' Reciprocal, or to the subscribers at Associated Employers Reciprocal or to the subscribers so associated.

In the District Court of the United States in and for the

NORTHERN

District of

INDIANA.

JANUARY SESSION.

TUESDAY, OCTOBER 1, 1925.

NEW ORLEANS, LOUISIANA, 25, 1925.

That on July 26, 1924, on which date all contracts were either cancelled or reinsured and Sherman & Ellis, Inc., substituted W. T. Irwin for itself as attorney-in-fact for the purpose of liquidating said Exchange there remained due under said contracts and uncollected from said subscriber a large amount of premiums to-wit: In excess of \$600,000, claims under said contracts exceeding \$3,000,000 were unsettled and unadjusted, and the funds then in the hands of the attorney-in-fact were wholly inadequate to pay said claims. That the complainant on July 26, 1924 had unsettled and unadjusted claims under its contracts of insurance and indemnity issued to it by said attorney-in-fact against said Exchange exceeding the premium due from it as shown by the books of the Exchange by over \$50,000, none of which claims have been paid.

That on September 30, 1924, the complainant filed its bill of complaint in the District Court of the United States for the Northern District of Illinois, Eastern Division, Equity No. 4218, against said W. T. Irwin, Attorney-in-fact, for the liquidation of said associated Employers' Reciprocal and of the several theretofore effected between the complainant and the other subscribers and for the appointment of a Receiver which case will hereinafter sometimes be referred to as the "Principal Cause". That the said W. T. Irwin entered his appearance in said principal cause as attorney-in-fact for the subscribers at said exchange, joined in the request for a receivership and consented to the appointment of a receiver. That Clifford Ireland, the then Director of Trade and Commerce of the State of Illinois, filed a formal consent to the appointment of a Receiver. That on October 8, 1924, James W. Gullett and Clifford Ireland were appointed receivers in said principal cause and the said W. T. Irwin transferred and delivered to the said receivers all the property, assets, books and records in his possession belonging to the said subscribers, and ceased to act as attorney-in-fact after the said date.

That complainant filed an amended bill of complaint in said principal cause of February, 26, 1925, joining as additional defendants Sherman & Ellis, Inc., the former attorney-in-fact of said subscribers and ten subscribers resident in said district and citizens of the State of Illinois, said defendants being sued as individuals and also as representatives of all the subscribers at said exchange constituting a class of persons too numerous to be made parties to said suit. That said amended bill alleged, among other things, that the members of said class, numbering between 7,000 and 14,000 persons, had assumed obligations to indemnify each other against loss under the plan of reciprocal insurance; that it was impossible to ascertain the exact number or identity of such members without a thorough audit of the books of said exchange; that because of the impracticability of bringing all the members of said class before the court the defendants were sued as representatives thereof; that by virtue of the execution of powers of attorney similar to the form set forth in said bill which was identical with that set out in the decree in said principal cause hereinafter set out in full, and by virtue of commitments made in their behalf by the attorney-in-fact of said subscribers contracts of insurance, samples of which were set forth in said bill, or by virtue of their express or implied agreement each member of the class was severally liable upon each contract to a certain sum the exact amount of which could be determined only after an accounting; that although the attorney-in-fact had ceased exchanging such contracts July, 26, 1924, there remained unadjusted suits and claims insured against there by to an amount estimated by the insurance commissioners of various states upon an audit to exceed \$3,000,000; that the total assets to pay said indemnities aggregated less than \$400,000; that there were in addition to said losses claims by third parties not members of said class amounting \$2,000,000; that complainant had paid the attorney-in-fact as premiums and deposits over \$30,000 and had claims against it covered by such contracts issued to it by said attorney-in-fact exceeding \$15,000 on which it had paid in excess of \$3,000; that the persons obligated to complainant on its said contracts were all the other members of said class; that it was impossible by suits at law and without an accounting in equity to ascertain who was so obliged and in what amounts or to receive the amounts due complainant from such obligees; and that without relief in a court of equity the complainant would be forced to bring and would be subjected to a multitude of suits at law. That said amended bill prayed for a complete accounting from Sherman & Ellis, Inc., and from W. T. Irwin of their acts and doings as attorney-in-fact; for a complete accounting of

In the District Court of the United States in and for the

No. 12345

District of

Illinois

TRUSTEES

OF THE

ASSOCIATED EMPLOYERS RECIPROCAL

And it appearing to the Court that the said defendant, the Illinois Valley Bridge & Iron Company, a corporation, is one of the subscribers at Associated Employers Reciprocal, a reciprocal or later-insurance exchange, and has been one of its subscribers, during the existence of said exchange; and for every reason the word "Exchange" will be so construed used in this decree in referring to the said Associated Employers Reciprocal, or subscribers at Associated Employers Reciprocal, or to the subscribers so associated; and it appearing that said Exchange was licensed to operate in Illinois under an act relating to reciprocal or later-insurance approved June 20, 1921, and was also licensed to do business in a number of other states; and that the plan on which the Exchange operated contemplated and consisted of the exchange of indemnity contracts between individuals, firms and corporations with a view to securing protection against loss or liability for casualty or other insurable hazards; and that the individuals, firms and corporations who exchanged contracts of indemnity were designated "subscribers"; and that the exchange of indemnity contracts were effected through an attorney-in-fact designated the "attorney" appointed in a written power of attorney executed by each subscriber; and that the attorney kept the books and records, collected premiums, adjusted and paid losses, and was to do everything incident to the exchange of indemnity contracts between the subscribers; and that the attorney conducted and operated an office at and through which the contracts of indemnity were exchanged, and that the contracts of indemnity exchanged included workmen's compensation, liability and automobile insurance; and that there were about 14,000 subscribers at said Exchange during the period from January 1, 1917 to July 28, 1934, residing in many different states; and that the defendant, Sherman & Ellis, Inc., acted as the attorney from January 1, 1917 to July 28, 1934; and that on July 28, 1934, the said Sherman & Ellis Inc. transferred to the defendant H. E. Irwin, a substitute attorney-in-fact for said subscribers, the property and assets in its possession belonging to the subscribers at said Exchange, and that H. E. Irwin acted as attorney for said subscribers on and after said date; and that all contracts of indemnity in force were either reinsured or cancelled at upon the said 28th day of July, 1934 and thereafter no insurance was written at the Exchange and that from and after the said date Irwin's duty was limited to the collection of outstanding premiums and the settling of and adjustment of claims; and that the principal office and place of business of Sherman & Ellis, Inc., and of H. E. Irwin was in the City of Chicago, Illinois, and that the defendant Sherman & Ellis is president of Sherman & Ellis, Inc., and that the other named defendants, Illinois Hydrax Company, a corporation, Roberts & Colver Company, a corporation, D. H. Good-Willie Company, a corporation, James N. Glow & Sons, a corporation, Wittenmeier Machinery Company, a corporation, Polonic Coal Company, a corporation, Heco Envelope Company, a corporation, Kennedy Furniture Company, a corporation, Lake Zurich Lumber Company, a corporation, and Harry Landgraf, and subscribers at said Exchange and exchanged contracts of indemnity with each other, the complainant and other subscribers at said Exchange.

And that the contracts of contracts of indemnity entered into by each subscriber covered the class of hazards required by the subscribers and authorized by the said power of attorney; and that the subscribers or the delivery of the contract agreed to deposit an amount equal to one-half of its annual premium as a surplus as provided in the power of attorney and that the deposit to surplus should be paid in addition to the premium payments provided in the contract; and that the money deposited as a surplus could be used for the payment of claims under the power of attorney; and that the attorney was not entitled to deduct compensation from the deposit to surplus; and that the contracts were usually written for a period of one year, the premium to be paid at the end of each quarter (calendar quarter); and that some of the contracts provided for the premium payments to be made monthly, semi-annually and annually; and that the premiums on automobile contracts was a fixed annual premium and usually payable annually; and that the premiums on the liability and workmen's compensation contracts was a fixed rate per each \$100 of payroll expended by the subscriber, the rate being fixed according to the class of work or operations of the subscriber; and that the premium payment made by the subscribers after deducting the compensation of the attorney was to be used in the payment of losses and reserves and other expenses, as provided in the power of attorney, and the sums remaining in said fund were to be returned to the subscribers as savings; and that the subscribers at the Exchange received savings which it now appears were paid the individuals, firms and corporations who exchanged contracts of indemnity were designated "subscribers"; and that the exchange of indemnity contracts was effected through an attorney-in-fact the "Attorney" appointed in a written

In the District Court of the United States in and for the

WESTERN DISTRICT OF

District of

OHIO.

RECORDS SECTION.

CLEVELAND, OHIO.

WEDNESDAY, FEBRUARY 22, 1936.

power of attorney executed by each subscriber; and that the attorney kept the books and records, collected premiums, adjusted and paid losses, and was to do everything incident to the exchange of indemnity contracts between the subscribers; and that the Attorney conducted and operated an office at and through which the contracts of indemnity were exchanged, and that the contracts of indemnity exchanged including workmen's compensation, liability and automobile insurance; and that there were about 12,000 subscribers at said Exchange during the period from January 1, 1917 to July 26, 1924, residing in many different states; and that the defendant, Sherman & Ellis, Inc. acted as the attorney for the said subscribers at said Exchange from January 1, 1924 to July 26, 1924; and that on July 26, 1924, the said Sherman & Ellis, Inc. transferred to the defendant W. T. Irwin, as substitute attorney-in-fact for its subscribers, the property and assets in its possession belonging to the subscribers at said Exchange, and that W. T. Irwin, acted as attorney for said subscribers on and after said date; and that all contracts of indemnity in force were either reinsured or cancelled at noon on the said 26th day of July, 1924, and thereafter no insurance was written at the Exchange; and that from and after the said date Irwin's duty was limited to the cancellation of outstanding premiums and the settlement and adjustment of claims; and that the principal office and place of business of Sherman & Ellis, Inc., and of W. T. Irwin was in the City of Chicago, Illinois; and that the defendant Frank R. Ellis is president of Sherman & Ellis, Inc. and that the other named defendants, Illinois Hydro Company, a corporation, Roberts & Schaefer Company, a corporation, D. L. Goodwillie Company, a corporation, James B. Glou & Son, a corporation, Wittenberg Machinery Company, a corporation, Colonia Coal Company a corporation, Ecco Envelope Company, a corporation, Kennedy Furniture Company, a corporation, Lake Zurich Dairy Company, a corporation, and Harry Leudgraf, are subscribers at said Exchange and exchanged contracts of indemnity with each other, the complainant and other subscribers at said Exchange.

And that the contract or contracts of indemnity exchanged by each subscriber covered the class of insurance requested by the subscribers and authorized by the said power of attorney; and that the subscriber on the delivery of the contract agreed to deposit an amount equal to one-half of its annual premium and surplus as provided in the power of attorney, and that the deposit to surplus should be paid in addition to the premium payments provided in the contract; and that the moneys deposited as a surplus could be used for the payment of claims under the power of attorney; and that the Attorney was not entitled to demand compensation from the deposit to surplus; and that the contracts were usually written for a period of one year, the premium to be paid at the end of each quarter (calendar quarter); and that some of the contracts provided for the premium payments to be made monthly, semi-annually and annually; and that the premiums on automobile contracts were a fixed annual premium and usually payable annually; and that the premiums on the liability and workmen's compensation contracts was a fixed rate per each 100 of payroll expended by the subscriber, the rate being fixed according to the class of work or operations of the subscriber; and that the premium payment made by the subscribers after deducting the compensation of the attorney was to be used in the payment of losses and reserved for other expenses, as provided in the power of attorney, and any sums remaining in said fund were to be returned to the subscribers as savings; and that the subscribers at the Exchange received savings which in no instance were said in error; and that the complainant, defendant subscribers and the other subscribers said large sums of money as premiums and credits into the hands of said Exchange, of which the said attorneys had charge and control; and that there remains uncollected a large amount of premiums.

And that the subscribers complainant and defendant subscribers, reported a large number of claims to the attorney under said contracts prior to July 26, 1924, which have not since said last mentioned date been adjusted and paid; and that the said subscribers since July 26, 1924, have expended large sums of money in the payment of said claims and that the unadjusted claims and unpaid claims of subscribers aggregating a large amount of money.

And that in July 1924, the complainant and defendant subscribers reported a large number of claims to the attorney under said contracts prior to July 26, 1924, which have not since said last mentioned date been adjusted and paid; and that the said subscribers since July 26, 1924, have expended large sums of money in the payment of said claims and that the unadjusted claims and unpaid claims of subscribers aggregating a large amount of money.

In the District Court of the United States in and for the

District of

of the subscribers on July, 28, 1924, as substitute attorneys-in-fact, and no claim have been paid under the contracts of indemnity since that date.

And that on July 28, 1924, an involuntary petition in bankruptcy was filed against the said Exchange in this Court and the petition was dismissed for want of jurisdiction; and that the complainant instituted this suit on September, 30, 1922, during the pendency of the bankruptcy proceedings; and that W. T. Irwin, one of the defendants joined in the request for a receivership, entered his appearance as attorney-in-fact for the subscribers at said Exchange and consented to the appointment of a receiver.

And that on October, 8, 1924, James M. Sullett and Clifford Ireland were appointed receivers of the said W. T. Irwin transferred and delivered to the receiver all the property, assets, books and records in his possession belonging to the subscribers at said Exchange; and that the complainant filed an amended bill in this case on the 26th day of February, 1925, and on the 17th day of March, 1925, James M. Sullett was appointed sole receiver for the subscribers at said Exchange under said amended bill thereby superseding the said Clifford Ireland and James M. Sullett as receivers; and that James M. Sullett qualified and has and has acted as receiver since March, 17, 1925.

And it further appearing that at the time of the commencement of this suit the Missouri Valley Bridge & Iron Company was a corporation organized and existing under the laws of the State of Kansas with its principal office and principal place of business in the State of Kansas; and Illinois Hydrox Company, a corporation was and is a corporation organized and existing under the laws of the State of Illinois, with its principal office and place of business at Chicago, Illinois; and that . . . Goodwillie Company, Roberts & Schaefer Company, James B. Clow & Sons, Wittenstein Machinery Company, Polonia Coal Company, Ecco Envelope Company, Liberty Furniture Company, Lake Zurich Dry Company, at said time were and now are corporations organized and existing under the laws of the State of Illinois with their principal office and place of business in the City of Chicago, Illinois, and citizens of the State of Illinois; and that W. T. Irwin at said time was and now is a citizen of the State of Illinois and resides in the City of Peoria in said State; and that Sherman & Ellis, Inc., is a corporation organized under the laws of the State of Delaware with its principal office and place of business in the City of Chicago, Illinois, and the Frank M. Ellis is a citizen of the State of Illinois and resides in the City of Chicago, Illinois; and that Henry Sandgraf is a citizen of the State of Illinois and resides in the City of Chicago, Illinois.

And it further appearing that the Associated Employers Reciprocal is a reciprocal exchange which was organized on January, 1, 1917, by a consolidation of the Illinois Indemnity Exchange, Contractors Inter-Insurers Exchange, Texas Indemnity Exchange and the Wisconsin Employers Exchange; and Kansas Employers Inter-Insurers Exchange; that these exchanges had been organized during the period from 1913 to January, 1, 1917 and had subscribers in a number of states; that the subscribers at these exchanges were represented by different attorneys-in-fact; that on the consolidation of said exchanges, the defendant, Sherman & Ellis, Inc., was duly substituted attorney-in-fact for all of said subscribers who were on hand after January, 1, 1917, designated as Subscribers at Associated Employers Reciprocal"; that said subscribers exchanged contracts of indemnity with each other through Sherman & Ellis Inc., as attorney-in-fact from January, 1, 1917 to July 28, 1924; that the Associated Employers Reciprocal was licensed to do business in Illinois under an act entitled, "An Act concerning the business of reciprocal or inter-insurance," Approved June 20, 1921, Smith-Hurd's Statutes, 1923, chapter 73 paragraph 443-468.

And it appearing that the complainant and the defendant subscribers and each subscriber executed a power of attorney and that the forms executed by each subscriber were substantially similar; that some of them vested the attorney with full power of substitution while other provided that the substitute selected must be approved by the trustees of the exchange and the State Insurance Superintendent; that with said exception they were all substantially in the following form:

"Whereas, the undersigned, hereby designated a Subscriber, with a view of securing adequate protection against loss or liability for casualty or other incurable hazard, desires to obtain such protection by the

In the District Court of the United States in and for the

NORTHERN DISTRICT OF
INDIANA
SOUTHERN DISTRICT OF
INDIANA

District of
INDIANA

INDIANA
INDIANA

demand pay an amount adequate to restore our surplus to an amount equal to one-half our annual earned premiums, subject always to the limitations as to total liability hereinafter set forth.

This Power-of-Attorney is strictly limited to the uses and purposes herein expressed, and to no other use or purpose, and may be terminated on the first day of January, April, July or October, by the undersigned or by the Attorney by either giving to the other notice in writing to that effect ten days prior to any one of said dates. Upon the expiration of our contract without renewal thereof or upon any such cancellation becoming effective our Attorney shall speedily liquidate our account and return to us any funds standing to our credit in our account as shall be over and above adequate reserves for liabilities incurred.

The personal pronouns herein used to refer to the undersigned as a Subscriber shall apply regardless of number or gender.

The undersigned hereby makes a subscription of one-half annual premiums as a surplus, to be deposited upon delivery of our contract.

In Witness Whereof, we have hereunto set our hand and seal this _____ day of _____ 19____

(S.E.A.)

(S.E.A.)"

And it appearing that there were about 14,000 subscribers at the Associated Employers Reciprocal, including the complainant and defendant subscribers, during the period from January, 1, 1917, to July, 30, 1924, located in the States of Illinois, Michigan, Wisconsin, Minnesota, Iowa, Missouri, Kentucky, Arkansas, Mississippi, Alabama, Louisiana, Texas, Oklahoma, Kansas, Arizona, Idaho, Maryland, and Tennessee; that the subscribers are individuals, firms and corporations and in most instances employers of labor; that the contracts exchanged pursuant to the powers of attorney included workmen's compensation, employers' liability, teams public liability and automobile insurance; that the automobile contracts included public liability, property damage, fire, theft and collision; that the subscribers were changing from time to time, old subscribers withdrawing and new ones being added; that the contracts issued to the subscribers contained the form of insurance requested and that there were different forms of contracts; that on the fact and immediately below the caption of said contracts there was printed these words: "Subscribers at Associated Employers Reciprocal:" that in and by said contracts the subscribers agreed severally and up to their respective proportional amounts of liability with the subscriber named and designated as the assured to indemnify the assured against the risk that was covered by the contract requested by the subscriber; that the contracts further provided for the payment of premium in addition to the subscription of one-half annual premium as a surplus, to be deposited upon the delivery of the contract; that the premium payable on the liability and workmen's compensation contracts was a fixed rate per each \$100.00 payroll expended by the subscriber, the rate being fixed according to the class of work or operations of the subscribers; that the premiums were generally payable quarterly (calendar quarter) but that a few contracts provided that premium payments should be made monthly, semi-annually and annually; that the amount of the subscriber's payroll was furnished the attorney-in-fact and the subscriber was then billed according to the contract; that the premium on automobile contracts was a fixed annual premium and usually payable annually; that the contracts also provided that all of the provisions of the power of attorney executed by the subscriber pursuant to the terms of which the contract was issued should be deemed to be a part of the contract as fully and to the same effect as if incorporated therein; that the premiums paid by the subscriber after deducting the compensation of the attorney-in-fact was to be used in the payment of losses and reserves and other expenses as provided in the power of attorney and contract, and that any sums remaining in said fund were to be returned to the subscriber as savings, and if said fund was insufficient to pay the losses and reserves and other expenses as provided in the power of attorney and contracts, then the subscribers were liable for an assessment in addition to the premium payments provided for in said contracts of indemnity or insurance, of an amount during any contract year, such amount payable in addition to the premium, not to exceed a sum equal to the subscriber's premium for any such year that said contracts were signed as follows: "In witness whereof, the subscribers have severally

In the District Court of the United States in and for the

PURNEH

District of

ILLINOIS.

CRIMINAL SESSION.

CHICAGO, ILLINOIS.

WEDNESDAY, FEBRUARY 22, 1928.

executed these presents by and through their duly authorized attorney-in-fact, Sherman S. Ellis, Incorporated, at or by-in-fact, by Frank H. Ellis, "resident."

And it further appearing that the complainant exchanged contracts of indemnity with the other subscribers at the Kansas Insurers Exchange from March, 1913 to January, 1, 1917; that on the consolidation of the Kansas Inter-Insurers Exchange with the other named exchanges into what was called the Associated Employers Reciprocal, complainant became a subscriber at such reciprocal and exchanged contracts of indemnity with the other subscribers at said exchange through Sherman S. Ellis, Inc., an attorney-in-fact, from January, 1, 1917, to July 28, 1924; that the contracts of indemnity issued to complainant were workmen's compensation and liability contracts; that complainant during said period had operations covered by said contracts in the State of Kansas, Missouri, Illinois, Texas, Arkansas, Louisiana, Nebraska, Oklahoma, and Michigan; that during the period from January, 1, 1917, to July 28, 1924, complainant paid as premiums and deposits on said contracts to the attorney-in-fact the sum of \$122,233.89; that complainant requested claims to the attorney-in-fact for settlement and adjustment under said contracts during the above period and that many of said claims were settled and adjusted prior to July 28, 1924, but that none of the said claims covering July, 28, 1924 have been settled or adjusted since that date except those paid by the complainant; and that complainant has paid on said claims since July, 28, 1924, the sum of \$10,711.46; that the estimate cost of settling and adjusting the unsettled claims of complainant is \$6,405.24; that these claims and payments made are all covered by contracts of indemnity exchanged between the complainant and the other subscribers at the Associated Employers Reciprocal; that complainant had not been reimbursed for any amounts paid on said claims and that the latter account of the complainant on the books of the exchange shows a debit of premium unpaid of \$337.41 and a credit of advance deposit of \$286.57.

And it appears that Sherman S. Ellis, Inc. as attorney-in-fact for the subscribers at Associated Employers Reciprocal kept the books and records, collected premiums and assessments, adjusted and paid losses under said contracts and conducted and operated an office at Chicago through which the contracts of indemnity were exchanged between the said subscribers from said Sherman S. Ellis, Inc. acted as an attorney-in-fact from January 1, 1917, to July 28, 1924, but on said date there remained uncollected a large amount of premiums and many claims were unsettled and unadjusted.

And it appears that in May 1926, the Insurance Departments of the States of Illinois, Missouri, Kansas, Kentucky, Michigan, Texas and Ohio commenced what is called a collection committee into the affairs of the Associated Employers Reciprocal and that on July 28, 1924, Sherman S. Ellis, Inc., executed the voluntary substitution of the defendant, W. T. Irwin as attorney-in-fact for the subscribers at said reciprocal.

SHERMAN S. ELLIS, INC.
ATTORNEY-IN-FACT FOR SUBSCRIBERS AT
ASSOCIATED EMPLOYERS RECIPROCAL.

ASSIGNMENT AND SUBSTITUTION OF
SUBSCRIBERS AT ASSOCIATED EMPLOYERS RECIPROCAL.

W. T. IRWIN, ASSIGNEE AND SUBSTITUTION OF SUBSCRIBERS AT ASSOCIATED EMPLOYERS RECIPROCAL.

- Mr. Hon. Clifford Ireland
Director of Trade and Commerce of the State of Illinois.
- Hon. Sen C. Hyde,
Commissioner of Insurance of the State of Missouri.
- Hon. Mr. H. Baker,
Commissioner of Insurance of the State of Kansas;
- Hon. G. A. Saulley,
Commissioner of Insurance of the State of Kentucky;
- Hon. George M. Woods,
Commissioner of Insurance of the State of Michigan;
- Hon. John H. Scott,
Commissioner of Insurance of the State of Texas;
- Hon. John H. Hamill,
Secretary of State of the State of Ohio.

In the District Court of the United States in and for the

NORTHERN

District of

CENTRAL

CHICAGO, ILLINOIS.

ILLINOIS, DISTRICT

COURT, CHICAGO, ILLINOIS.

Whereas, the above named Commissioners, as supervising officials of the Insurance Departments of their respective States have conducted an examination into the affairs of the Associated Employers Reciprocal, an interinsurance exchange maintained at its principal office at 11 South La Salle Street, in the City of Chicago and State of Illinois, and said exchange is now doing business in each of the said respective States as represented by the Commissioners named and in various other States:

And Whereas, Sherman & Ellis, Inc., a corporation maintaining offices in Chicago, Illinois, is the Attorney-in-Fact for the subscribers at said Exchange; that a tentative report of the examination has been tendered to the said Attorney-in-Fact, upon which report the Commissioners have granted to the said Attorney-in-Fact a preliminary hearing with a view of considering the controverted question presented by said report, also with the view of determining the best method of procedure to be followed by Sherman & Ellis, Inc., as the Attorney-in-Fact for the subscribers at said exchange, and to conserve and protect in the fullest measure the right of all subscribers and the rights of all claimants:

And whereas, at said hearing certain plans suggested by the Attorney-in-Fact have been concurred in by the Commissioners, and the Commissioners have determined to continue the examination and supervision of said exchange, and W. L. Irwin, of Peoria, Illinois, has been appointed by the Director of Trade and Commerce of the State of Illinois, as a Special Insurance Examiner, which appointment has been approved by the aforesaid Commissioners; and that the said examination by said Commissioners shall continue until the plan so adopted has been fully consummated:

And Whereas, the appointment of Sherman & Ellis, Inc., as the Attorney-in-Fact for each and every subscriber at said exchange was made by the execution of a certain written power of attorney, which power of attorney is as follows:

(Here follows copy of power of attorney as aforesaid)

That by virtue of said appointment of Sherman & Ellis, Inc., as the attorney-in-fact for each and every said subscriber at the Associated Employers Reciprocal, the said Sherman & Ellis, Inc., upon the date of each respective appointment entered upon its duties as such Attorney-in-Fact, and as carried out the purpose of each and every said power of attorney and its obligations to each and every said power of attorney, of all existing subscribers at said exchange is now in full force and effect, and that by virtue of the authority given in each and every said power of attorney, the said Sherman & Ellis, Inc., is given the full right, power and authority to nominate, designate, constitute and appoint a substitute Attorney-in-Fact, and has therefore, upon this date by the and proper resolution appointed W. L. Irwin, of Peoria, Illinois, the substitute Attorney-in-Fact, which resolution, as shown by the corporate records of said Sherman & Ellis, Inc., is as follows:

WHEREAS, Sherman & Ellis, Inc., is now the duly appointed and constituted Attorney-in-Fact for each and every subscriber at the Associated Employers Reciprocal, an interinsurance exchange maintained at the office of the said Attorney-in-Fact, at 11 South La Salle Street, City of Chicago, and State of Illinois.

And whereas, Sherman & Ellis, Inc., as said Attorney-in-Fact is empowered by the power of a attorney executed by each and every subscriber at said exchange to designate and appoint a successor or substitute Attorney-in-Fact.

And whereas, certain changes have been and are to be made in relation to the administration of the affairs of the subscribers at said exchange, which make it advantageous to said subscribers and to the attorney-in-fact to select a successor and substitute Attorney-in-Fact for said subscribers.

Therefore be it resolved, that Sherman & Ellis, Inc. as attorney-in-fact for each and every subscriber at the Associated Employers Reciprocal, of 11 South La Salle Street, Chicago, Illinois, do hereby nominate, designate, constitute and appoint W. L. Irwin of Peoria,

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In the District Court of the United States in and for the
District of

Illinois, as the true and lawful substituted Attorney-in-Fact, for each and every subscriber at Associated Employers Reciprocal, and that the said W. T. Irwin be and is hereby empowered to do any and every act and deed granted to said original power of attorney, and conferred upon Sherman & Ellis Inc. and that the said W. T. Irwin, shall exercise all powers, rights, privileges and authorities heretofore granted to, and confided upon, Sherman & Ellis, Inc., the original Attorney-in-Fact, and shall act in all matters in the name of the said W. T. Irwin, as Attorney-in-Fact for subscribers at Associated Employers Reciprocal, such appointment of the substituted Attorney-in-Fact shall take effect July, 16th, 1934, at 12 o'clock noon.

Also, be it resolved, that said appointment carries with it a personal and public service and is coupled with a personal and public interest and is therefore irrevocable.

Also, be it resolved, that Sherman & Ellis, Inc., by its President and Secretary, executed any and all documents that may be necessary to enforce, carry out and effectuate the purpose of this resolution and that said documents may be executed in conjunction with the passage of this resolution, or at any future time, and the substituted Attorney-in-Fact may request."

Upon action made by Kenneth Curtis, succeeded by E. G. Kohlmann and upon due consideration the foregoing resolution was unanimously adopted.

Whereupon the following resolution was adopted:

"Be it resolved that in conjunction with the foregoing resolution appointing W. T. Irwin, substitute Attorney-in-Fact, the offices of Sherman & Ellis, Inc., are hereby assigned to him and proper legal forms as to, transfer, set over, and deliver to the said W. T. Irwin, as the substitute Attorney-in-Fact for each and every subscriber at Associated Employers Reciprocal, all assets, moneys, funds, properties, bills and accounts receivable, choses in action and property rights of every kind and character and wheresoever situated, including or accruing to the subscribers at the Associated Employers Reciprocal, as such, or to Sherman & Ellis, Inc. as the Attorney-in-Fact of said subscribers, and to place the actual and legal possession thereof in the name and hands of the said W. T. Irwin, and that the said W. T. Irwin shall have and possess every right, power, authority and privilege in relation thereto, which the said Sherman & Ellis, Inc. hold or possessed under and by virtue of the power of attorney given to it by each and every subscriber at said exchange. Said assignment shall not carry with it any corporate properties, assets, furniture or fixtures, or any interest in the agency plant, owned by said Sherman & Ellis, Inc., individually, and not the property of said subscribers, as such, at said exchange. However, the said W. T. Irwin, as the substituted Attorney-in-Fact, shall have the said, free and unrestricted use of all books, documents and records of the subscribers at Associated Employers Reciprocal or of the Attorney-in-Fact, which he may at any time deem necessary or proper to use or have in carrying out his duties as such substituted Attorney-in-Fact. Said assignment and transfer as herein stated shall take effect on July, 16th 1934, at 12 o'clock noon.

Be it Resolved, that the assignment and transfer of property mentioned in the foregoing resolution, shall not carry with it a release or waiver of the claim of Sherman & Ellis, Inc., to the unpaid compensation of thirty per cent, which may be due, or become due, or accrue to it from premiums payments or premium considerations to be made, or from any money received by the said W. T. Irwin, from which said compensation has been paid, to the said Sherman & Ellis, Inc. or taken into consideration in any settlement, accounting or adjustment now or hereafter. It being distinctly understood that the assignment to the said W. T. Irwin from the thirty per cent so owing to Sherman & Ellis, Inc. according to the following provision of the original power of attorney, to-wit:

"As compensation for the services rendered and consideration of its defraying all expenses incurred in the performance of contracts of insurance and indemnity heretofore or hereafter, except taxes, overheads and expenses of the various parties, there shall be a share of handling, investigation and adjustment of claims and other matters such contracts and the expenses of the same shall be paid to the said W. T. Irwin, as the Attorney-in-Fact for subscribers at Associated Employers Reciprocal, and the said W. T. Irwin shall have and possess every right, power, authority and privilege in relation thereto, which the said Sherman & Ellis, Inc. hold or possessed under and by virtue of the power of attorney given to it by each and every subscriber at said exchange."

In the District Court of the United States in and for the

ROCKFORD

District of

ILLINOIS

CHAMBERLAIN

CLERK

RECORDS

Any and all sums, remaining on the thirty per cent delivered to herein after disbursements... shall be paid to Sherman & Ellis, Inc., as and when coming to the hands of the said W. T. Irwin, in the same manner as payments are made to other claimants.

Upon motion made by Kenneth Curtis, seconded by E. W. Hollisat, and upon due consideration, the foregoing resolution was adopted.

IN WITNESS WHEREOF, the said Sherman & Ellis, Inc., its attorney-in-fact for the subscribers at the Associated Employers Reciprocal, and Sherman & Ellis, Inc., upon its own part, executed this declaration of assignment and substitution of Attorney-in-Fact, this 18th day of July, A.D. 1924.

Sherman & Ellis, Inc.

Attorney in fact, for Subscribers at the Associated Employers Reciprocal.

(SEAL)

By (Signed) Frank H. Ellis, President.

ATTEST:

(Signed) G. D. Workner, Secretary.

Sherman & Ellis Inc., By (Signed) Frank H. Ellis, President.

(SEAL)

ATTEST:

(Signed) G. D. Workner, Secretary.

I do hereby accept the appointment of Attorney-in-fact for the subscribers at the Associated Employers Reciprocal, as the substituted Attorney-in-fact for Sherman & Ellis, Inc., to become effective on July, 18th, 1924, at 12 o'clock noon and enter upon my duties under said appointment, and assume the obligations as set forth in each and every said power of attorney executed by each and every said subscriber.

Dated this 18th day of July, A.D. 1924,

(Signed) W. T. Irwin.

Approved and Filed this _____ day of July, A. D. 1924.

Director of Trade and Commerce State of Illinois."

And it appears that the foregoing resolutions recited in the said declaration of assignment and substitution of attorney-in-fact were duly passed and adopted by the board of directors of Sherman & Ellis, Inc.,

And it appears that the substitution of W. T. Irwin as attorney in-fact became effective on July 18, 1924, at 12 o'clock noon, and that Sherman & Ellis, transferred and delivered to W. T. Irwin, the property, assets, books and records in its possession belonging to the subscribers at Associated Employers Reciprocal, and that the defendant, Sherman & Ellis, Inc., has not acted as the attorney-in-fact for said subscribers since July 28, 1924; that W. T. Irwin accepted the appointment as substitute attorney-in-fact and took possession of said property, assets, books, and records and acted as attorney-in-fact for the subscribers at the Associated Employers Reciprocal; that on the appointment of James W. Gullett and Clifford Ireland as receivers in this case on October 9, 1924, the defendant W. T. Irwin, transferred and delivered to said receivers the property, assets, books and records in his possession belong

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In the District Court of the United States in and for the

NORTHERN
District of
EQUITY SESSION. TULSA, OKLAHOMA. OKLAHOMA.
WEDNESDAY, FEBRUARY 22, 1934.

ing to the subscribers at the Associated Employers Reciprocal.

And it appearing that after W. T. Irwin took charge of the affairs of the subscribers at the Associated Employers Reciprocal no payments were made on claims by the subscribers under the contracts of indemnity exchanged; that he considered his position as that of a liquidator and could not prefer one creditor over another, and that it was his duty to ascertain the amount of liabilities and to them due, and the amount of earned premiums and amounts due from subscribers; that various suits and attachment proceedings involving the funds of the subscribers at the Associated Employers Reciprocal were instituted and that it appeared to the said W. T. Irwin that it was impossible to proceed with out the protection of a court of equity; that said W. T. Irwin joined in the request for a receivership herein, entered his appearance in this case as attorney-in-fact, and consented to the appointment of receivers.

And it appearing that upon the appointment of W. T. Irwin as substitute attorney in fact on July, 28, 1934 no further contracts of indemnity were exchanged by the subscribers after that date; that there remain to be collected under said contracts all sums due from the subscriber and the payment and settlement of losses and obligations accruing prior to July 28, 1934, and the costs and expenses of liquidation.

And it appearing that there are a large number of unsettled and unadjusted pending claims that had been reported to July 28, 1934, to the contracts of indemnity issued at any time since the organization of the exchange, aggregating liabilities estimated to amount to \$2,165,946.15, and that the assets less premiums and other obligations due and uncollected are not now greater than \$287,607.43, and are composed of bank balances, bonds, certificates of deposit, county warrants and receivers' certificates; that these claims are in a number of different states; that the subscribers have paid \$321,138 on said claims since July, 28, 1934, and have not been reimbursed for said payments; that a part of the unadjusted claims are claims of third parties who are not subscribers, being claims of employees under the workmen's compensation acts of the several States; that the contracts of indemnity covering these claims provide in addition to the liability of the subscriber as the employer, for the direct liability of the exchange to any injured employee covered by the contract, or in the event of his death to his dependents; that there are also unadjusted and unpaid claims, of third parties, not subscribers, such as physicians and attorneys and unpaid premiums due insurance companies for reinsurance, all of which were incurred in the name of the "Associated Employers Reciprocal" or in the name of "Subscribers at Associated Employer Reciprocal."

And it appearing that there are two receivership proceedings in the state courts of Texas in connection with the Associated Employers Reciprocal; that a receiver has been appointed in one case and an application has been made for the appointment of a receiver in another case; that the receiver appointed in Texas has filed a suit in which he has attempted to make all the subscribers in Texas parties, claiming there were certain amounts due the receiver from said subscribers; that suits have been filed against subscribers for claims arising under contracts held by other subscribers; that in accordance with the laws of the State of Texas and Idaho there is on deposit in Texas \$10,000, and in Idaho \$5,000, of funds belonging to the subscribers of the Reciprocal; that a receiver was appointed in Idaho in a proceeding ancillary to this suit commenced by the direction of, and with the consent of, the defendant, W. T. Irwin, subsequent to the filing of the original bill herein and prior to the filing of the amended bill herein; that independent receivership proceedings have been threatened in the State of Missouri and Kansas; that receivership suits are pending in suits heretofore prayed in Texas by and in the attachment of W. T. Irwin; and that in the State of Texas an effort has been made by legal proceeding by third party claimants to have the receiver jointly liable.

And it appearing that many of the subscribers have not maintained a surplus of one-half their annual premium, and each subscriber agreed to deposit with the exchange the balance of such surplus; that the exchange has upon the basis of the above stated facts to ascertain or to provide a basis of liability for the payment of the amounts of the subscribers.

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In the District Court of the United States in and for the

EASTERN
DISTRICT OF
MICHIGAN

District of
MICHIGAN, CHARLESTON.

GRAND JURY
REOPENED, FEBRUARY, 22, 1928

And it appearing that the defendant, L. J. Goodwillie Company, exchanged contracts of indemnity with the other subscribers at the Illinois Indemnity Exchange prior to January 1, 1917, that on the consolidation of said exchange with other exchanges into what was called the Associated Employers Reciprocal, this defendant became a subscriber at the latter exchange, and exchanged contracts of indemnity with the other subscribers at said exchange through Sherman & Ellis, Inc., as attorney-in-fact from January 1, 1917, to July, 26, 1924; that the contracts issued to this defendant were workmen's compensation contracts; that during the above period this defendant paid as premiums and deposits on said contracts to the attorney-in-fact the sum of \$29,809.35; that it reported claims to the attorney-in-fact for settlement and adjustment under said contracts; that all of these claims have not been settled and the cost of settling and adjusting these claims is fixed at \$250.

And it appearing that the defendant, J. W. Blow and Sons, exchanged contracts of indemnity with the other subscribers at Associated Employers Reciprocal from August, 1920, to July, 26, 1924, through Sherman & Ellis, Inc., as attorney-in-fact; that the contracts of indemnity issued to this defendant were workmen's compensation and liability contracts; that during the above period it paid as premiums on said contracts to the attorney-in-fact the sum of \$37,422.68, and in addition to the premiums paid deposited bonds with the attorney-in-fact for its surplus account of the value of \$10,045; that it reported claims to the attorney-in-fact for settlement and adjustment under said contracts during the above period; that a number of said claims were not settled and adjusted by the attorney-in-fact and that this defendant has paid on said claims since July, 26, 1924, the sum of \$6,318.11; that the cost of settling and adjusting the unsettled claims of defendant is fixed at \$2,405.14; that these claims and the payments made are all covered by contracts of indemnity exchanged between this defendant and the other subscribers at said exchange; that this defendant has not been reimbursed for the amounts of said claims.

And it appearing that the defendant, Pittsford Machinery Company, exchanged contracts of indemnity with the other subscribers at the Associated Employers Reciprocal from January, 1920 to September, 1922, through Sherman & Ellis, Inc. as attorney-in-fact; that the contracts issued to it were workmen's compensation, liability and automobile contracts that during the above period this defendant paid as premiums and deposits on said contracts to the attorney-in-fact the sum of \$3,845.49.

And it appearing that the defendant, The Polonia Coal Company exchanged contracts of indemnity with the other subscribers at the Illinois Indemnity Exchange prior to January 1, 1917; that on the consolidation of said exchange with other exchanges into what was called the Associated Employers Reciprocal, this defendant became a subscriber at the latter reciprocal and exchanged contracts of indemnity with the other subscribers at said exchange through Sherman & Ellis, Inc., as attorney-in-fact, from January 1, 1917, to July, 26, 1924; that the contracts issued to this defendant were automobile contracts; that during the above period this defendant paid as premiums and deposits on said contracts to the attorney-in-fact the sum of \$5,402.82; that it reported claims to the attorney-in-fact for settlement and adjustment under said contracts during the above period; that all of these claims have not been settled and that the cost of settling and adjusting the same is fixed at \$144.

And it appearing that the defendant, The Polono Develop Company, exchanged contracts of indemnity with the other subscribers at the Illinois Indemnity Exchange from October, 1916, to January 1, 1917; that on the consolidation of said exchange with other exchanges into what was called the Associated Employers Reciprocal, it became a subscriber at the latter Reciprocal and exchanged contracts of indemnity with the other subscribers at said exchange through Sherman & Ellis, Inc. as attorney-in-fact from January 1, 1917, to July, 26, 1924; that the contracts of indemnity issued to it were workmen's compensation and automobile contracts; that during the above period it paid as premiums and deposits on said contracts to the attorney-in-fact the sum of \$3,000; that it reported claims to the attorney-in-fact for settlement and adjustment under said contracts during the above period; that a number of said claims were not settled and adjusted by the attorney-in-fact and that this defendant has paid on said claims since July, 26, 1924, the sum of \$257; that the cost of settling and adjusting the unsettled claims of defendant is fixed at \$257.11; that these claims and the payments made are all covered by contracts of indemnity exchanged between the defendant and the other subscribers at said exchange; that this defendant has not been reimbursed for the amounts of said claims.

In the District Court of the United States in and for the

NORTHERN

District of

SOUTHERN

ASSOCIATION

MEMBERS

DEFENDANTS

And it appearing that the defendant, Lenoxy Furniture Company, exchanged contracts of indemnity with the other subscribers at the Associated Employers Reciprocal from February, 5, 1920 to February, 1921, through Sherman & Ellis, Inc., as attorney-in-fact; that the contracts issued to it were automobile contracts; that during the above period this defendant paid as premiums and deposits on said contracts to the attorney-in-fact the sum of \$1,104.83.

And it appearing that the defendant, Lake Zurich Dairy Company, exchanged contracts of indemnity with the other subscribers at the Associated Employers Reciprocal from May, 1922, to July, 1924, through Sherman & Ellis, Inc., as attorney-in-fact; that the contracts issued to it were workmen's compensation contracts; that during the above period it paid as premiums and deposits on said contracts to the attorney-in-fact the sum of \$709.55; that it asserted claims to the attorney-in-fact for settlement and adjustment under said contracts during the above period; that all of said claims were not settled and adjusted by the attorney-in-fact, and this defendant has paid on said claims since July 16, 1924, the sum of \$150; that the cost of settling and adjusting the unsettled claims of this defendant is fixed at \$6; that these claims and the payments made are all covered by contracts of indemnity exchanged between this defendant and the other subscribers at said exchange; that this defendant has not been reimbursed for any amount paid on said claims.

And it appearing that the defendant, Henry Landgraf, exchanged contracts of indemnity with the other subscribers at the Associated Employers Reciprocal from March, 1918, to March, 1924, through Sherman & Ellis, Inc., as attorney-in-fact; that the contracts issued to him were workmen's compensation and automobile contracts; that during the above period this defendant paid as premiums and deposits on said contracts to the attorney-in-fact the sum of \$3,954.76;

And it appearing that the question involved in the case is of the said defendant subscribers are of common and general interest to the many individuals, firms and corporations who were subscribers, and that said defendant subscribers are fairly and fairly representative of the entire class of subscribers;

And it appearing that the cost of settling and adjusting the unadjusted claims, including the unadjusted claims of workmen and the subscribers named as defendants, is estimated on what is known as the case basis of fixing and estimating reserves on unadjusted claims before the claim is liquidated; that the claims under the contracts of indemnity are workmen's compensation and liability claims and the actual cost of the claim cannot be ascertained until the claim is liquidated and that often a final liquidation requires several years; that reserves or estimated cost is fixed on each claim on the method of fixing the liability or cost of each claim is the method generally used by casualty and insurance companies and that it is a fair and accurate method.

And it appearing that there is due from the subscribers at Associated Employers Reciprocal as premiums on the contracts of indemnity exchange by said subscribers, the sum of \$619,873.03.

And it appearing that certain subscribers were paid on their accounts credited with savings on premiums payable on said contracts of indemnity for the year 1920. And it appearing that the earned premium booked, the total surplus of subscribers' account and the percentage surplus to earned premiums for each calendar quarter of the year 1920 is as follows:

Year	Earned Premium Booked	Total Surplus of Subscribers Accounts	Percentage Surplus to Earned Premiums.
1920-1	677,036.90	17,507.99	2.566
1920-2	691,668.84	93,883.24	13.573
1920-3	707,912.48	40,408.89	5.708
1920-4	648,130.49	17,736.87	2.737
Total	\$2,724,748.71	\$169,536.99	6.222

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
EQUITY SESSION. TULSA, OKLAHOMA. WEDNESDAY, FEBRUARY 22, 1928.

And it appearing that the savings paid or credited for said year 1920 exceeded the savings that were due and payable for said year, and that all savings paid or credited to the subscribers' accounts in excess of 2.586 per cent for the first quarter of 1920, 15,573 per cent for the second quarter of 1920, 5,708 per cent for the third quarter of 1920, and 2,737 per cent for the fourth quarter of 1920, exceeded the surplus available for such quarters, and that credits or payments so in excess of the said surplus are now due from said subscribers.

And it appearing that certain subscribers, including the complainant and those named as defendants, were paid or their accounts credited with savings on premiums payable on said contracts of indemnity exchanged during the period from January, 1, 1921, to July, 28, 1924; that the losses paid and the amounts herein estimated for claims pending July 28, 1924 in accordance with the terms of said contracts and powers of attorney during the above period exceeded the premiums on said contracts, and that the savings so paid or credited to the subscribers are, therefore, now due from each subscriber who received said savings, and that the savings are due in addition to any premiums found to be due from such subscribers; and it further appearing that sums so credited or paid as savings or dividends since January, 1, 1920 were not paid to all subscribers but were paid to subscribers at different rates for different localities and in the same localities were paid to some subscribers and not to others.

And it appearing that the cost of settling, paying and adjusting the unpaid claims reported by the subscribers under said contracts of indemnity is estimated to be \$2,164,946.18.

And it appearing that it will be necessary to continue the receivership for a period of at least two years from June 1, 1928.

And it appearing that the reasonable costs and expenses of the receiver including office expenses, expenses of nonresident attorneys, receiver's attorneys and master's fees will be \$300,000; that the reasonable costs and expenses of collecting the premiums, savings and assets from the subscribers, and the sum necessary to meet contingent claims approximate \$500,000.

And it appearing that the liabilities in addition to the cost of settling the unpaid claims, receiver's expenses and the expenses and cost of collection are \$660,35; that this latter sum is composed of the following items: reinsurance premiums owed, \$38,342.39; miscellaneous liabilities owed, \$30,503.27; receiver's expenses paid, \$101,861.54; and the following amounts due subscribers interest on overdue accounts, \$18,572.83; war tax, \$64,186.70; profit on sale of ledger assets, \$14,009.79; advance deposits, \$49,701.01.

And it appearing that the total liabilities hereinabove listed are estimated to be \$2,734,804.59.

And it appearing that the subscriber payments in most instances were kept by the attorney-in-fact on a quarterly basis (calendar quarter); that the payroll records on which the various year based were furnished by the subscribers quarterly, giving the subscriber's payroll for the particular quarter, and it appearing that the premium could not be accurately apportioned to a shorter period and that it would be impracticable to apportion the premium written on a fixed annual basis to a different or shorter period than the premium written on a payroll basis, and that all premiums have been paid states upon the basis of the year calendar quarters in each year and that such statement is reasonable and necessary in order to ascertain the exact liability of each subscriber.

And it appearing that the subscriber payments for each quarter from January, 1, 1921 to July, 28, 1924 are set out in the tabular below designated "Subscriber's Payments", and that the liabilities insurance during each quarter from January, 1, 1921 to July, 28, 1924 are set out in the

In the District Court of the United States in and for the

NORTHERN

District of

COLUMBIA.

IN RE RECEIPTS

OF THE

ESTATE OF SHERMAN & ELLIS, INC., 1926.

the premium for that quarter by the sums in the column below designated "Impairment Plus Liquidation Expenses," and that the liquidation expenses have been allocated to the various quarters in the column in proportion to the impairment and that such allocation is reasonable; and that throughout this decree the account in each quarterly period is a unit in itself and includes therin all expenses and liabilities in the said period incurred as well as all premiums, credits or other assets therein assumed, and that such complete statement for each quarter is a reasonable basis of liquidation expenses of the subscribers' account during the period from January 1, 1921 to July, 23, 1924, is in the total sum of \$2,005,189.23, the figures for each quarter being as follows:

Year	Earned Premium Booked	Impairment Plus Liquidation Expenses
1921-1	\$ 481,612.08	\$ 29,811.09
1921-2	417,292.41	76,236.65
1921-3	371,402.40	78,243.70
1921-4	418,309.57	101,930.30
Total	\$ 1,688,616.86	\$ 286,221.74
1922-1	\$ 345,253.12	\$ 116,968.50
1922-2	362,543.26	111,202.91
1922-3	430,495.93	162,760.00
1922-4	512,430.85	148,893.52
Total	\$1,650,723.16	\$ 539,824.93
1923-1	\$ 498,760.30	\$ 186,131.11
1923-2	491,081.23	161,011.99
1923-3	491,081.23	149,980.44
1923-4	473,500.17	213,371.81
Total	\$1,974,399.51	\$ 710,495.35
1924-1	479,876.95	\$ 262,291.86
1924-2	459,555.21	145,350.04
1924-3	125,705.46	60,945.31
1924-4	-----	-----
Total	\$1,065,137.62	\$ 468,587.21
Grand Total	6,345,876.52	\$ 2,005,189.23

And it appearing that in the investment and handling of general funds, in the handling and adjustment of claims under contracts of indemnity exchanged, in the effecting of reinsurance and other acts, the attorney-in-fact acted for the subscribers in accordance with the powers of attorney jointly.

and having heard the arguments of counsel upon the exceptions filed to the Master's report and having considered the evidence reported by the Master as well as the Master's report.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the exceptions filed in the Master's Report in this cause, filed herein by the Master in Chancery, Hon. A. D. Rodenberg, reporting in accordance with the order of this Court the evidence in this cause, and his findings and conclusions thereupon, be and the same are hereby overruled, excepting the exception numbered 7, which is hereby sustained, and excepting exceptions numbered 18, 19, 20, 21, 22, and 23, relating to Sherman & Ellis, Inc., which exceptions 18, 19, 20, 21, 22 and 23, are hereby sustained; and neither any provision in this decree nor the sustaining of any exception herein shall be or shall be construed to be an adjudication in any respect of any claim by Sherman & Ellis, Inc., against subscribers or Associated Employers Reciprocal or against Associated Employers Reciprocal, or against the Receiver or of any claim by them or by either of them against Sherman & Ellis, Inc., and that the said report except in the respects in this paragraph stated be and the same is hereby approved; and it is further

In the District Court of the United States in and for the

NORTHERN
DISTRICT OF OKLAHOMA

District of
TULSA, OKLAHOMA

OKLAHOMA.
BE. 2012, FEBRUARY, 22, 1926.

ORDERED, ADJUDGED AND DECREED that the questions involved in this cause are of common and general interest to the many individuals, firms and corporations who were subscribers at Associated Employers Reciprocal at any time since its organization, and that such individuals, firms and corporations constitute a class so numerous as to have made it impracticable to bring them all before the Court, and that this cause and this decree against Illinois Hydrox Company, a corporation, Roberts & Schafer Company, a corporation, D. H. Goodwillie Company, a corporation, James B. Slow & Sons, a corporation, Wittensoeler Machinery Company, a corporation, Polonia Coal Company, a corporation, Heco Envelope Company, a corporation, Kennedy Furniture Company, a corporation, Lake Zurich Dairy Company, a corporation, and Henry Handgraf, defendants herein, who were all subscribers at Associated Employers Reciprocal and in common and general interest with the other numerous members of said class is not only against said parties defendant as individuals, but is against them as representatives of said class, namely, all subscribers at Associated Employers Reciprocal, and as such this decree and this is binding upon all subscribers at Associated Employers Reciprocal; and it is further

ORDERED, ADJUDGED AND DECREED that each of said subscribers, including the complainant, who exchanged contracts of indemnity or insurance shall pay to the Receiver appointed her in all unpaid premiums due under such contracts; and shall pay to the receiver all sums paid or credited to such subscribers as savings or dividends for any period from January, 1, 1921, to July 28, 1924, both inclusive, and shall pay to the receiver all sums so paid or credited for the year 1920 exceeding the actual surplus available for savings or dividends which was for the first quarter \$1,986. of the subscribers premium, for the second quarter \$3,870. thereof, of the third quarter \$5,708. thereof, and for the fourth quarter \$7,527. thereof; and it is further

ORDERED, ADJUDGED AND DECREED that each of the said subscribers including the complainant, who exchanged contracts of indemnity or insurance during any part of the period between January, 1, 1921 and July, 28, 1924, both inclusive, he and is hereby assessed, and shall pay to the receiver her in appointed in addition to the other sums herein provided to be paid, the following percentages of the premiums which such subscriber was obligated to pay under the said contracts of indemnity or insurance during the following respective quarterly periods:

Quarters	Percentage of Premium.
1921-1	18.601
1921-2	18.369
1921-3	22.067
1921-4	24.184
1922-1	26.370
1922-2	29.675
1922-3	37.808
1922-4	46.056
1923-1	57.419
1923-2	61.406
1923-3	60.541
1923-4	48.068
1924-1	54.585
1924-2	51.636
1924-3	46.403

And that for the purpose of both assessment and recovery of savings, the percentage of premium shall be ascertained whether the premium of the subscriber is for the whole or a part of the quarter, and in case of contract issued to the subscriber providing for the amount of premium for a period including more than one calendar quarter, the premium for each calendar quarter shall be determined as provided in the contract or in the absence of any such provision, the premium for each calendar quarter shall be determined by the allocation to each calendar quarter of that part of the premium which the sum of the amounts covered by said contract bear to the total period of the contract; and it is further

In the District Court of the United States in and for the

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ORDERED, ADJUDGED AND DECREED that Associated Employers Reciprocal comprised many individuals, firms and corporations exchanging between themselves through a common attorney-in-fact contracts of indemnity or insurance, and that the said individuals, firms and corporations composing said association had rights in some respects several and in some respects joint, and that the assets and obligations of said individuals, firms and corporations so associating themselves, are such that their affairs cannot be liquidated without irreparable injury to many subscribers and without a great multiplicity of suits and perhaps not at all, except by a Receiver to collect the various assets and to collect and enforce the payment by subscribers of premiums, savings and assessments and any other sums which may be due, and to liquidate the various obligations; and it is further

ORDERED, ADJUDGED AND DECREED that James W. Gullett, who has heretofore by order of this Court acted a temporary receiver herein, be and he is hereby appointed and continued as Receiver of Subscribers at Associated Employers Reciprocal and is directed to liquidate their affairs as respects their assets under the name of Associated Employers Reciprocal, Subscribers at Associated Employers Reciprocal, or any similar or other name, whether or not such assets have heretofore been held or controlled by attorney-in-fact or receiver; as respects their claims appertaining or arising to them as a group including claims arising upon or from re-insurance contracts or transactions in connection therewith, and including claims upon contracts insuring against the risk of assessment or against similar risks; as respects claims by third parties not subscribers against Associated Employers Reciprocal or Subscribers at Associated Employers Reciprocal, or against them in any other name so associated; and as respects their obligations to make payments to the Receiver in accordance with the provisions of this decree, with the result that the undertakings of the said subscribers may be liquidated and settled and the assets, if any, remaining may be distributed to the subscribers entitled thereto; and it is further

ORDERED, ADJUDGED AND DECREED:

1. That the said Receiver shall defend, reduce to possession and liquidate all assets herein described, and all other assets of every description whatsoever belonging or appertaining to said Associated Employers Reciprocal or to Subscribers at Associated Employers Reciprocal or to subscribers so associated.

2. That the said Receiver shall collect from subscribers all unpaid premiums, and all savings or dividends credited or paid as herein described, the assessment herein levied and decreed, and any other sums owing by said subscribers, and shall take such action and incur such expenses as shall be necessary correctly to compute the sums so due; and the said Receiver shall give to the subscriber credit for advance deposits credited to the subscriber's individual account and credit for any sums due the subscribers on account for claims under contracts of indemnity hereinafter further provided for; and said Receiver is hereby authorized and directed in case any subscriber is shown by the books of Associated Employers Reciprocal to be so indebted, to sell at private sale at the market price, without further order of this Court, but after having placed in the United States mail, ten days before such sale a written notice of such sale addressed to the last known address of such subscribers, duly registered, any collateral or other securities heretofore deposited by such subscriber to secure his account,

3. That the said Receiver shall maintain offices at his present location or elsewhere, and may enter into leases therefor, yearly or for any lesser period, and shall employ accountants, clerks, stenographers and assistants as may be necessary fully to carry out the provisions of this decree paying such reasonable charges therefor and for rents, light, heat, telephone services, supplies, printing and other incidental expenses as may be reasonably sustained. And that the said Receiver is authorized and shall employ counsel, as shall reasonably be necessary properly to defend, collect, and liquidate the assets and to defend against suits or actions pending or which may be instituted against the said Receiver or Associated Employers Reciprocal or against the Subscribers in any other name, or which may directly or indirectly involve the assets herein described.

3 In the District Court of the United States in and for the

District of

North Carolina

Eastern District

Case No. 10,000

Filed for

March 1, 1933

is rejected by the court in the case of J. H. Haddock, et al., in the case of adjusting the unsettled claims of the case of J. H. Haddock, et al., in the case of under the case section of said decree which was used in the case of J. H. Haddock, et al., which is a fair and equitable settlement of the claims of the case of J. H. Haddock, et al. of the printed copy of the decree therein heretofore set forth.

That the defendant, J. C. O'Neil, exchanged contracts of indemnity with the other subscribers at Associated Employers' Reciprocal, from June 19, 1919 to August 1, 1921, through Sherman S. Ellis, now an Attorney-in-fact. That the contracts of indemnity issued to said subscribers' compensation and employers' liability contracts. That during the above period, said defendant paid as premiums and deposits on said contracts to the Attorney-in-fact the sum of \$133.11.

That the defendant, J. H. Wilson, exchanged contracts of indemnity with the other subscribers at Associated Employers' Reciprocal, from January, 11, 1921, to August 10, 1923, through Sherman S. Ellis, now an Attorney-in-fact. That the contracts of indemnity exchanged by this defendant were contracts of compensation, employers' liability and public liability contracts. That during the above period he paid as premiums and deposits on said contracts to said Attorney-in-fact the sum of \$48.41.

That the questions involved in this case are of common and general interest to the many individuals, firms and corporations who were subscribers, and that said defendant subscribers are truly and fairly representative both of the entire class of subscribers and of the subscribers residing in the Northern District of Oklahoma.

That there are in this district more than Eighty Thousand Dollars (\$80,000.) represented by the sums due and owing in accordance with the provisions of said decree from over four hundred (400) subscribers residing in this district, which sums the receiver in said principal cause has been ordered to collect, but which said subscribers refuse to pay without the institution of legal proceedings; that subscribers residing in this district have claims under the contracts of indemnity or insurance effected by the Attorney-in-fact between them and the other subscribers at Associated Employers' Reciprocal, including the complainant which claims must be proved, allowed and satisfied by the said receiver after the collection of the sums ordered to be collected by said decree has further progressed; that there are also unadjusted and unpaid claims of third parties residing in this district, not subscribers, such as physicians and attorneys, which accrued in the case of "Associated Employers' Reciprocal" or in the name of "Subscribers at Associated Employers' Reciprocal", exceeding Twenty-five Thousand Dollars (\$25,000.00) amount, which claims must be proved, allowed and satisfied by the said receiver as in the case of the claims of subscribers; and that for the collection of said assets and the protection of the creditors interested herein it is necessary that an ancillary receiver be appointed by this Court with authority to bring suits against said subscribers and the decree in said principal cause be confirmed.

IT IS ORDERED, ADJUDGED AND DECREED that the decree entered in said principal cause as hereinbefore set forth be and the same is hereby in all respects confirmed and made a part of the decree of this court in this cause and effectual and binding as such, and it is further

ORDERED, ADJUDGED AND DECREED that the Court has jurisdiction of this cause in equity and of the parties hereto; and it is further

ORDERED, ADJUDGED AND DECREED that the question involved in this cause are of common and general interest to the many individuals, firms and corporations who were subscribers at Associated Employers' Reciprocal at any time since its organization, and that such individuals, firms, and corporations, constitute a class so numerous as to have made it impracticable to bring them all before the Court, and that this cause and this decree against J. H. Middleton, H. C. O'Neil and J. H. Wilson, defendants herein, who were all subscribers at Associated Employers' Reciprocal and in common and general interest with the other numerous members of said class is not only against said parties defendant as individuals, but is against them as representatives of said class, namely

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
 REGULAR SESSION. TULSA, OKLAHOMA. WEDNESDAY, FEBRUARY 2, 1928.

all subscribers at Associated Employers Reciprocal, and as such this decree relates to and is binding upon all subscribers at Associated Employers' Reciprocal, including all of said subscribers residing in the Northern District of Oklahoma; and it is further

ORDERED, ADJUDGED AND DECREED that each of said subscribers, including the complainant, who exchanged contracts of indemnity or insurance shall pay to the Receiver appointed herein all unpaid premiums due under such contracts; and shall pay to the Receiver all sums paid or credited to such subscribers as savings or dividends for any period from January 1, 1921 to July 28, 1924, both inclusive, and shall pay to the Receiver all sums so paid or credited for the year 1925 exceeding the actual surplus available for savings or dividends which was for the first quarter \$2,566 of the subscriber's premium, for the second quarter \$2,972 thereof, for the third quarter \$2,700 thereof, and for the fourth quarter \$2,737 thereof; and it is further

ORDERED, ADJUDGED AND DECREED that each of the said subscribers, including the complainant, who exchanged contracts of indemnity or insurance during any part of the period between January 1, 1921, and July 28, 1924, both inclusive, to which is hereby assessed, and shall pay to the Receiver herein appointed in addition to the other sums herein provided to be paid, the following percentages of the premium which such subscribers was obligated to pay under the said contracts of indemnity or insurance during the following respective quarterly periods;

Quarters	Percentage of Premium
1921-1	6.000
1921-2	11.000
1921-3	21.000
1921-4	24.000
1922-1	22.000
1922-2	20.000
1922-3	17.000
1922-4	23.000
1923-1	27.000
1923-2	22.000
1923-3	20.000
1923-4	22.000
1924-1	24.000
1924-2	21.000
1924-3	20.000

and that for the purpose of both assessment and recovery of savings, the percentage of premium shall be unchanged whether the premium of the subscriber is for the whole or a part of the quarter, and in case the contract issued to the subscriber provided for the payment of premiums for a period including more than one calendar, the premium for each calendar quarter shall be determined as provided in the contract or in the absence of any such provision, the premium for each calendar quarter shall be determined by the allocation to each calendar quarter of that part of the premium which the days in the calendar quarter covered by said contract bear to the total period of the contract; and it is further

ORDERED ADJUDGED AND DECREED that the Associated Employers' Reciprocal comprise many individuals, firms and corporations exchanging contracts of indemnity or insurance, and that the said individuals, firms and corporations composing said associated has rights in some contracts several and in some respects joint, and that the assets and obligations of said individuals, firms and corporations are not distinct themselves, and each that their affairs cannot be liquidated in the event of any injury to any subscribers and without a great multiplicity of suits and expenses not at all, except the Receiver is ordered to enforce the rights of said subscribers and enforce the rights of subscribers and to enforce the obligations and to enforce the rights of said subscribers, and to discharge the various obligations; and it is further

In the District Court of the United States in and for the

NORTHERN DISTRICT OF ILLINOIS

District of

CENTRAL

IN RE ASSOCIATED EMPLOYERS' RECIPROCAL

OF CHICAGO, ILLINOIS

RECEIVERSHIP, PROBATE NO. 12345

ORDERED, ADJUDGED AND DECREED that James J. Gallego, who was heretofore appointed receiver in said principal cause, and who has heretofore by order of this Court acted as temporary receiver herein, be and is hereby appointed and confirmed as Receiver of Subscribers at Associated Employers' Reciprocal ancillary to the decree in said principal cause and is directed to liquidate their affairs as respects their assets under the name of Associated Employers' Reciprocal, Subscribers at Associated Employers' Reciprocal, or any similar or other name, whether or not such assets have heretofore been held or controlled by attorney-in-fact or receiver; as respects their claims appearing or arising to them as a group including claims arising upon or from re-insurance contracts or transactions in connection therewith and including claims upon contracts insuring against the risk of assessment or against similar risks; as respects claims by third parties not subscribers against Associated Employers' Reciprocal or Subscribers at Associated Employers' Reciprocal, or against them in any other name so associated; as respects claims of Subscribers at Associated Employers' Reciprocal, or against them in any other name so associated; and as respects their obligations to make payments to the Receiver in accordance with the provisions of this decree, with the result that the understandings of the many subscribers may be liquidated and settled and the assets, if any, remaining may be distributed to the subscribers entitled thereto; and it is further

ORDERED, ADJUDGED AND DECREED:

1. That the said Receiver shall defend, reduce to possession and liquidate all assets heretofore described, and all other assets of every description whatsoever belonging or appertaining to said Associated Employers' Reciprocal or to subscribers at Associated Employers' Reciprocal or to said subscribers so associated.

2. That the said Receiver shall collect from subscribers all unpaid premiums and all savings or dividends credited or paid as herein described, the assessment herein levied and decreed, and any other sums owing by said subscribers, and shall take such action and incur such expense as shall be necessary correctly to compute the sums so due; and the said Receiver shall give to the subscriber credit for advance deposits credited to the subscriber's individual account and credit for any sums due to the subscriber except for claims under contract of indemnity hereinafter further provided for; and said Receiver is hereby authorized and directed in case any subscriber is shown by the books of Associated Employers' Reciprocal to be so indebted, to sell at private sale at the market price, without further order of this Court, but after having placed in the United States mail, ten days before such sale, a written notice of such sale addressed to the last known address of such subscriber, duly registered, any collateral or other securities heretofore deposited by such subscriber to secure his account; and said Receiver is hereby authorized and directed to deposit any and all funds by him collected in accordance with the provisions of this decree with the funds of the general Receivership in the principal cause and with the funds of other Receiverships ancillary thereto.

3. That the said Receiver shall maintain offices at his present location in the City of Chicago, Illinois, or in this District or elsewhere, and may enter into leases therefor, yearly or for any lesser period, and shall employ accountants, clerks, stenographers and assistants as may be necessary fully to carry out the provisions of this decree, paying such reasonable charges therefor and for rents, light, heat, telephone service, supplies, printing and other incidental expenses as may be reasonably sustained. And that the said Receiver is authorized and shall employ Counsel, as shall reasonably be necessary properly to defend, collect, and liquidate the assets and to defend against suits or actions pending or which may be instituted against the said Receiver or Associated Employers' Reciprocal or against the Subscribers in any other name, or which may directly or indirectly involve the assets herein described.

4. That the said Receiver in his own name or other-wise shall institute at law or in equity in this Court or in any other courts in this or in any other jurisdiction or country such suits or proceedings as shall be necessary to collect from subscribers the sums herein provided to be collected, and to collect, defend, preserve or liquidate any claim of said subscribers upon reinsurance contracts, contracts insuring against the risk of assessment or other risk or any other claim or assets whatsoever of said subscribers, and to incur and to pay all reasonable expenses whatsoever in connection therewith.

In the District Court of the United States in and for the

NORTHERN
DISTRICT OF
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TULSA, OKLAHOMA.

OKLAHOMA.
WEDNESDAY, FEBRUARY, 22, 1938.

5. That any and all parties having claims, demands or causes of action whatsoever against Associated Employers' Reciprocal or against the said subscribers so associated, against whatsoever name such claims, demands, or causes of action may be directed are hereby restrained and enjoined from proceeding in the prosecution of any suits now pending in any jurisdiction and from the commencement or institution of such suits, without first applying for and securing the consent of this Court to the institution of suit.

6. That the Receiver shall make reports of his acts and doings herein from time to time, or as he may be directed by further order of this Court, and that after the collection of the assets has further progressed he shall by petition present a plan for the further proof and verification of claims and for the satisfaction thereof; and that the said Receiver shall petition this Court for instruction as to credits or refunds to subscribers in the event of realization upon policies insuring against the risk of assessment or other insurance policies or transactions.

7. That the said Receiver may apply to this Court from time to time, for such other or further powers or authorization as may be necessary to carry out this Decree.

February, 22, 1938.

A. B. Cannon,
U. S. District Judge.

Court adjourned until February, 25, 1938.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
OULSA, OKLAHOMA.

OKLAHOMA.
THURSDAY, FEBRUARY, 23, 1928.

Court convened pursuant to adjournment, Thursday, February, 23, 1928, at 9:30 A. M. Present:

Hon. F. E. Hennamer, Judge of U. S. District Court.
H. P. Barfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

HARTFORD ACCIDENT AND INDEMNITY
COMPANY, A CORPORATION,

Plaintiff.

vs.

J. W. WILSON, JOHN J. MONAHAN,
BOARD OF EDUCATION OF THE CITY OF
OULSA, OF THE STATE OF OKLAHOMA, A
PUBLIC CORPORATION, ET AL.

Defendants.

In Equity.
No. 246.

O R D E R.

Now upon this 23rd day of February, 1928, there came on for trial the above entitled cause, the plaintiff, Hartford Accident and Indemnity Company, appearing by Mason, Monnold, Harper & Williams, its attorneys, the defendant John J. Monahan appearing in person and by Gerald F. O'Brien, his attorney, and the defendant J. W. Wilson appearing in person. After the hearing of counsel, the introduction of evidence and the argument of the case, and after all parties have rested their case, the court taken the matter under advisement with permission to the parties to introduce further evidence within a reasonable time in the event their investigation upon a certain point warrants it.

Upon this 23rd day of February, 1928, parties announce that they have no further evidence to introduce, whereupon it is ordered, adjudged and decreed that the court take this matter under advisement with leave to the parties to file briefs, the plaintiff being given fifteen (15) days from this date within which to file briefs, the defendant Monahan being given fifteen (15) days from the date of the service of plaintiff's brief in which to file an answer brief, and the plaintiff being given five (5) days within which to reply.

F. E. Hennamer, Judge.

O.K. Mason, Monnold, Harper & Williams,
O.K. Gerald F. O'Brien.

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

JESSE BRUNER, Plaintiff,

vs.

R. H. STAPLES, ET AL.

Defendants.

No. 510 Equity.

TERMINAL ADJUDICATION.

Now on this February, 23rd, 1928, there is presented to the Court the application of plaintiff for relief and order herein and the parties to be affected thereby appear by their counsel, Johnson S. Jones,

In the District Court of the United States in and for the

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THURSDAY, FEBRUARY 23, 1928.

and offer no objections to the granting of this order.

It is therefore ordered that defendant R. H. Staples, L. W. McEwen and C. E. Foster and each of them, their agents and employees, be and they are hereby are restricted from in any manner molesting or interfering with the plaintiff in his person or property, pending the further order of this court.

It is further ordered that additional hearing hereon be had before this court March, 3rd, 1928, at which time this order may be modified, vacated or continued in force.

M. E. Penninger,

O.K. POUNDERS & POUNDERS
Counsel for Plaintiff.
O.K. JOHNSON & JONES,
Attorneys for Defendants.
R.H. Staples
L.W. McEwen
C.E. Foster.

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

FLORA WHITEBIRD, ROBERT ALLEN WHITEBIRD, A MINOR, WHO SUES BY FLORA WHITEBIRD, HIS MOTHER AND NEXT FRIEND; HELEN IRVINE WHITE BIRD, A MINOR, WHO SUES BY FLORA WHITEBIRD HER GRANDMOTHER AND NEXT FRIEND; ANNOBIE GREENBACK, ALONSO GREENBACK, ANNY GREENBACK PAUTHER, LULU MAY GREENBACK STAMM, HOLLIE GREENBACK KING, JOHN GREENBACK, A MINOR, WHO SUES BY ALONSO GREENBACK, HIS BROTHER AND NEXT FRIEND; WOODROW WILSON GREENBACK, A MINOR, WHO SUES BY ALONZO GREENBACK, HIS NEXT FRIEND.

Plaintiffs.

vs.

In Equity
No. 173.

THE EAGLE PITCHER LEAD COMPANY, HURIT MINING COMPANY, COMMONWEALTH MINING COMPANY, GEORGE W. BECK, JR. KELLNER MINING COMPANY, WHITEBIRD MINING COMPANY, THE CHILDRESS LEAD & SING COMPANY, M. R. LIVELY, TRUSTEE, UNDER WRITERS LAND COMPANY, CONSOLIDATED LEAD & ZINC COMPANY, BLACK EAGLE MINING COMPANY, FRANK CHILDRESS, TRUSTEE, LINDA ZINC COMPANY, CORTEZ MINING COMPANY, CORTEZ-KING BRAND MINING COMPANY, FRANK CHILDRESS, F. W. EVANS, AND THE LUCKY KID MINING COMPANY.

Defendants.

O R D E R.

Now, on this 23 day of February, 1928, this matter coming on for hearing upon the application of the defendants for an order for writ of subpoena to certain witnesses therein named residing without the District and the Court being fully advised in the premises and of consideration thereof,

IT IS ORDERED that a writ of subpoena issue out of the this Court directed to the Marshal of the District of Columbia for service, commanding him to summon Chas H. Burke, Commissioner of Indian Affairs; John E. Dawson of the office of the Commissioner of Indian Affairs; T. B. Roberts of the office of Commissioner of Indian Affairs and Matthew Van Sielen whose address is Cosmos Club, all of Washington, District of Columbia, to be and appear before the Judge of the District Court of the United States for the Northern District of Oklahoma, at Tulsa, Oklahoma, at nine o'clock A.M. on the 18th day of March, 1928, to give evidence on

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District of
TULSA, OKLAHOMA.

OKLAHOMA.
WEDNESDAY, FEBRUARY, 23, 1928.

behalf of the defendants in a suit pending in said Court wherein Flora Whitebird, et als, are plaintiffs and The Eagle Picher Lead Company, et als are defendants and to make due and legal service and return of said writ.

WITNESS the Honorable Franklin E. Kennamer, Judge of the United States District Court this 23rd day of February, 1928.

F. E. Kennamer,
United States District Judge.

Court adjourned until February, 24, 1928.

In the District Court of the United States in and for the

NORTHERN
DISTRICT OF OKLAHOMA
EQUITY SESSION.

District of
MULSA, OKLAHOMA.

OKLAHOMA.
FRIDAY, FEBRUARY, 24, 1928.

Court convened pursuant to adjournment Friday, February, 24,
1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of the U. S. District Court
H. P. Warfield, Esq., Clerk of the U. S. District Court

Thereupon, the following proceedings were had and entered, to-
wit:

THE APARTMENT BUILDING CO.)
Plaintiff)
vs.) 308 Eq.
JOHN L. SHILEY, ET AL.)
Defendants.)

On this 24th day of February, it is by the Court ordered that
the hearing in above entitled for a Temporary Injunction be and same is
hereby continued to March, 20, 1928.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN
DISTRICT OF OKLAHOMA.
UNITED STATES, Plaintiff.)
vs.) No. 274 Equity.
J. S. GADDIS, AND Defendants)
W. C. WEST,

ORDER OF DISMISSAL.

Now on this 24th day of February, 1928, it being called to the
Court's attention that the above named defendants, J. S. Gaddis and W. C.
West have executed and delivered to the restricted Indian on whose behalf
this suit was instituted, a quit claim deed covering the premises in
question, and there is no necessity for further litigation in connection
therewith.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said cause
be, and hereby is dismissed.

F. E. Kennamer, Judge.

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

UNITED STATES OF AMERICA,)
Plaintiff,)
vs.) No. 293 Equity
TOMMIE HILL AND)
A. W. KARNS, Defendants.)

JUDGMENT AND SENTENCE FOR CONTEMPT
OF COURT.

Now on this the 24th day of February, A. D. 1928, same being
one of the term days of the Regular January, A.D. 1928 term of said Court
comes on the above entitled cause for hearing on an accusation for con-
tempt of court heretofore filed by the United States District Attorney
in and for the Northern District of Oklahoma, which said accusation was
so filed on the 21st day of February, 1928, the plaintiff being present
by and through John M. Goldsberry, the United States Attorney for said
District, and Harry Seaton, Assistant United States Attorney for said dis-
trict, and the defendant, Tommie Hill and A. W. Karns, each being person-

In the District Court of the United States in and for the

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ally present, and represented by counsel, to-wit, John Tillman, Esq., of Pawhuska, Oklahoma, John T. Harley, Esq., of Tulsa, Oklahoma, and Rollie C. Clark, Esq., of Vinita, Oklahoma, and said defendants having heretofore entered a plea of not guilty to the charges contained in said accusation, and in open court state that they do not desire to plead further, said cause is ordered for trial and hearing on said accusation so filed, as aforesaid, and the said pleas of not guilty of said defendants, and the court having heard the testimony of the witnesses offered on behalf of the plaintiff in said cause, and the defendants having offered no testimony or filed or made any statement to the court tending to perge themselves of said charges so contained, and the court being fully advised in the premises, finds that heretofore, to-wit, on the 3rd day of January, 1928, a bill of complaint was filed in the above entitled and numbered cause alleging and charging among other things that certain premises located in the town of South Coffeyville, Nowata County, Oklahoma, to-wit, a certain building located on Lot Twelve (12) Block Four (4) of the townsite of said town of South Coffeyville, to-wit, a two story, white stucco building, having no street address, with gasoline filling station in front known as "Tommy Hill's Roadhouse", was being used for the purpose of selling, storing and keeping intoxicating liquors in violation of the National Prohibition Act and thereby constituting a public nuisance, and the court having heretofore, to-wit, on the 3rd. day of January, 1928, upon proof of said charges being shown to the court by affidavit and other testimony that said allegations contained in said Bill of Complaint were in fact true, an order for temporary writ of injunction was issued by this court, and the temporary injunction issued accordingly and served upon the wives of each of said defendants in the city of South Coffeyville Oklahoma, and the court further finds that said defendants and each of them had knowledge of said temporary writ of injunction being so issued by this court and served as aforesaid, prior to the said date of filing said accusation for contempt of court, to-wit, February 21, 1928.

The court further finds from the evidence in this case, that thereafter, to-wit, on the 21st day of January 1928, and on the 2nd. and 3rd days of February, 1928, said defendants and each of them, knowingly wilfully and unlawfully violated the terms and provisions of said temporary writ of injunction aforesaid, by selling and permitting to be sold in and upon said premises so described, certain intoxicating liquors, to-wit, whiskey; that on said 31st day of January, 1928, two sales of intoxicating liquor were made on said premises with the full knowledge and consent of said defendants and each of them, to W. F. Wolverton and Bob Penn, in which two drinks of whiskey and one pint of whiskey were sold to said persons on two separate occasions on said date; That on the 2nd. day of February, 1928, two drinks of whiskey were sold and served on said premises and in said building with the full knowledge and consent of said defendants and each of them, and in fact one of said sales was made personally by said defendant A. W. Karns, and also the sale of one pint of whiskey was made under the personal direction of the said defendant, A. W. Karns; the court further finds that on the 31st day of January, 1928, at the time the first sale of liquor was made to said Bob Penn and W. F. Wolverton at about 4:30 in the afternoon, said Tommie Hill was standing on guard or watch to the upper floor of said building where said liquor was sold and personally directed the said Bob Penn and W. F. Wolverton to the upper story of said building for the purpose of buying said intoxicating liquor, to-wit, whiskey, and by reason of said facts, the court finds that said temporary writ of injunction aforesaid has been wilfully and knowingly violated by said defendants and each of them as aforesaid, and that by reason thereof, said defendants, Tommie Hill and A. W. Karns and each of them are guilty of direct contempt of this court and should be so adjudged.

IT IS THEREFORE CONSIDERED, ORDERED AND DECREED by the court that the said defendants, Tommie Hill and A. W. Karns and each of them, are guilty of direct contempt of court as charged in said accusation so filed, and it is the further order and judgment of said court that each of said defendants, Tommie Hill and A. W. Karns, be sentenced to serve a term of imprisonment in the Washington County Jail for the period and term of six months and that each pay a fine in the sum of Five Hundred (\$500.00) Dollars and that said defendants each stand committed until said fines and costs of this prosecution are paid in accordance with law.

In the District Court of the United States in and for the

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FRIDAY, FEBRUARY, 24, 1938.

IT IS FURTHER ORDERED AND ADJUDGED that the said defendants be remanded to the custody of the United States Marshal for the Northern District of Oklahoma, and that said United States Marshal for said district proceed to execute the judgment and sentence of the court.

D. E. Kammmer,
United States District Judge.

Court adjourned until February, 25, 1938.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

SATURDAY, FEBRUARY, 25, 1928.

Court convened pursuant to adjournment, Saturday, February, 25th, 1928, at 9:30 A. M. Present:

Hon. E. E. Kennamer,
H. P. Warfield, Esq.,

Judge of U. S. District Court.
Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

JOHN MALLEAF AND SALLIE MALLEAF,

Plaintiffs.

vs.

Equity No. 248

ERNE MALLEAF, THE AKIN OIL COMPANY,
A CORPORATION, AND THE KEEFER OIL
AND GAS COMPANY, A CORPORATION,

Defendants.

ORDER FOR SUBPOENA DUCES TECUM

Now on this 25 day of February, 1928, the same being one of the regular judicial days of the January, term of this Court, come the plaintiffs in the above entitled cause of action and move this court at chambers for an order for subpoena duces tecum directed to the superintendent of the Five Civilized Tribes at Muskogee, Oklahoma, to appear in this court at the trial of said cause on the 15th day of March, 1928, to testify on behalf of the plaintiffs and to bring with him on said date all records, papers, correspondence, and proceedings, in his office pertaining to the removal of restrictions on that portion of John Malleaf's restricted Indian allotment described as the

Southeast quarter (SE¹) of the Southwest Quarter (SW¹) of Section Two (2), Township Twenty-eight (28) North, Range Thirteen (13) east, Washington County Oklahoma.

and the reasons stated in the record and such proceedings and correspondence, for such removal, and particularly to produce:

- Letter of February, 24, 1913, signed by A.W. Dunagan;
- Letter signed April 1, 1913, postdate at Nowata, Oklahoma, from A. W. Dunagan, Filed Clerk to Honorable Dana H. Kelsey, Superintendent;
- Letter dated May 29, 1913, from the Superintendent of the Five Civilized Tribes to the Secretary of the interior, giving reasons and recommending removal of restrictions;
- Letter from A. W. Dunagan to Dana H. Kelsey, dated July 10, 1913;
- Letter of July, 14, 1913, from the Superintendent of the Five Civilized Tribes to A. W. Dunagan;
- Letter dated August 9, 1913, from A. W. Dunagan;
- Letter dated October 18, 1913, signed by A. W. Dunagan;

Also to bring with him a record and statement of runs giving both the amount and value of gross production both royalty and working interest, of oil and natural gas sold from said property, from the 15th day of June 1913, to the 10th day of April, 1917, and from the 10th day of April, 1917, to date;

which are believed by the plaintiffs to be material and evidence in said cause.

IT IS ORDERED, ENDED AND ADJUDGED by the Clerk of this

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

REGULAR SESSION.

MUSKOGEE, OKLAHOMA.

SATURDAY, FEBRUARY, 25, 1928.

Court issue a subpoena duces tecum to the said Superintendent of the Five Civilized Tribes, at the Union Agency at Muskogee, Oklahoma, to be and appear in this Court on the 15th day of March, 1928, with the said records, statements, papers, correspondence and proceedings, at the hour of ten o'clock A.M. of said day.

F. E. Monnager,
Judge of said Court.

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

A. W. PARK AND
GUM BROTHERS COMPANY,
A CORPORATION,
Plaintiff,
vs.
THE PRAIRIE OIL & GAS COMPANY,
A CORPORATION,
Defendant.

No. 312
In Equity.

O R D E R.

Now on this 25th day of February, 1928, the same being one of the judicial days of the above styled court, this cause comes on for hearing on the motions by plaintiffs for further and better particulars and to strike, plaintiffs and defendant being represented by their respective counsel:

Thereupon, plaintiffs ask and are granted leave to withdraw all of said motion for further and better particulars, excepting that portion thereof in which plaintiffs pray that defendant be required to state the total amount of gas produced to the time of the filing of its said answer from the gas well situated in the southwest corner of Section 34, Township 17 North, Range 12 East, Creek County, to which the well drilled by the defendant on the southeast corner of the premises covered by the lease described in plaintiffs' Second Amended Bill of Complaint, is an offset, and the total amount, of money or other consideration received from the sale or other disposition of the gas produced therefrom, and to state the cost of drilling and equipping the said gas well, and said motion being presented to the court and duly argued by counsel, for all parties, and the court being fully advised in the premises finds that the same should be overruled;

Thereupon, plaintiffs present their motion to strike from the seventh page of said defendant's answer the following language:

"and further charges the fact to be that the plaintiffs herein, have at all times prior, as well as subsequent to the filing of their action in this cause, received and accepted from this defendant the gas royalties emanating from the gas from well located upon that part of the leased premises claimed by the plaintiffs, and that thereby the plaintiffs are estopped to set up or claim this defendant has in any way violated the terms and provisions of said lease, or has failed in performance of any of the covenants and conditions thereof, or that said lease is null and void."

and said motion being duly argued by counsel for all the parties hereto,

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
SATURDAY, FEBRUARY, 25, 1928.

and the court being fully advised in the premises finds, that said motion should, at this time, be overruled without prejudice to any question;

IT IS, THEREFORE, ORDERED, DECREED AND ADJUDGED that the portion of said motion by plaintiffs for further and better particulars presented to the court, as hereinbefore recited, be, and the same is hereby overruled; to which order and ruling of the court, plaintiffs and each of them, duly excepted;

IT IS FURTHER ORDERED, DECREED AND ADJUDGED that plaintiffs' motion to strike be, and the same is hereby overruled, at this time, without prejudice to any question;

Plaintiffs thereupon move the court for permission to file out of time, their reply to the answer of defendant to plaintiffs' second amended bill of complaint, which motion is, by the court, granted as prayed for.

D. E. Monnager,

Judge of the United States Court for
the Northern District of Oklahoma

O.K. as to form:

A. F. Little
Bashley & Rambo.
Russell B. James
Attorneys for plaintiffs.

J. E. Hull,
Attorney for defendant.

Court adjourned until February, 27, 1928.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, Oklahoma.

OKLAHOMA.
MONDAY, FEBRUARY, 27, 1928.

Court convened pursuant to adjournment, Monday, February, 27th, 1928, at 9:30 A. M. Present:

Ho. M. E. Honnaker, Judge of U. S. District Court.
N. P. Fairfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to wit:

MANDATE- EQUITY NO. 10.

UNITED STATES OF AMERICA, SS

THE PRESIDENT OF THE UNITED STATES OF AMERICA

DO NOT WRITE THE JUDGES OF THE DISTRICT
COURT OF THE UNITED STATES OR THE OR-
DERING DISTRICT OF OKLAHOMA.

((SEAL))

ORDERING:

WHEREAS, lately in the District Court of the United States for the Northern District of Oklahoma, before you, or some of you in a cause between The Carter Oil Company, a Corporation, Plaintiff, and Kogee Knight, Nee Davis, Judy Davis, Lewis Scott, Sampson Scott, John Scott, Christianna Scott, James Scott, Freeland Scott, Sissie Yarbola, Ellis Scott, Ada Cooper, a minor, William Cooper, Cyndia Riley, formerly Cynthia Jones, Turner Scott, G. E. Sandlin, H. J. Saunders, Josey Bell, Susie Malone, nee Tiger, Malinda Thomas, or Thames, nee Tiger, Ramona Tiger, a minor, Paul A. Tiger, a minor, Wilson Brown, Eliza Barnett, Pearl Munday, nee Raiford, Ossie Raiford, Pearl Raiford, a minor, Effie Raiford, Robert Tiger, Ira E. Cornelius, Emmett A. Anderson, Ernest D. Anderson, Robert Anderson, Augusta Kepley, nee Anderson, Samuel C. Anderson, Emma H. Anderson, Beatrice Brunner, nee Anderson, Lydia C. Anderson, and Stella T. Bruner, nee Anderson, and Methia Anderson, a minor, Defendants No. 2947 In Equity, wherein the decree of the said District Court in said cause, entered on the 21st day of May, A. D. 1926, was in the following words, viz:

"Now on the 24th day of June, 1925, same being a regular day of the special April, 1925, term of said Court, the above entitled suit came on for final trial in pursuance of assignment, the plaintiff appearing by James A. Veasey, L. G. Owen, C. H. Oakes, and Walter Davidson, its attorneys of record; the defendants Kogee Knight, nee Davis, Judy Davis, Lewis Scott, Sampson Scott, Christie Anna Scott, James Scott, John Scott, Ellis Scott, and Sissie Yarbola appearing by C. R. Horner, Esq., their attorney of record; the defendants Susie Malone, nee Tiger, Malinda Thames, nee Tiger, Ramona Tiger, and Paul A. Tiger, appearing by Lafayette Walker, Esq., their attorney of record; the defendants Emmett A. Anderson, Ernest D. Anderson, and Mattie Anderson, administratrix of the estate of Robert Anderson, deceased and Mattie Anderson, Annie Anderson, Irene Anderson, Nada Anderson, Dave Anderson, Robert Anderson and Ethel Anderson, heirs of said Robert Anderson, (who has died since the filing of said suit, and said suit having been revived as against said administratrix and heirs), Augusta Kepley, nee Anderson, Samuel C. Anderson, Emma H. Anderson, Beatrice Brunner Anderson, Lydia C. Anderson, Stella T. Bruner, nee Anderson, and Methia Anderson, appearing by J. S. Severson, Esq., their attorney of record; the defendant Ira E. Cornelius appearing by Stone, Moon & Stewart his attorneys of record; the interveners, Elizabeth Gambrell, nee Davis, and Beulah Mingo appearing by W. E. Disney, Esq., and R. W. Stutz, Esq., their attorneys, of record.

And it appearing that the defendants Freeland Scott, Turner Scott, and Josey Bell, although they have personally served with subpoena and process in said cause, have not answered the complaint of the plaintiff, nor otherwise pleaded in said cause, but have made default, it is ordered that said defendants be, and they are hereby, adjudged in default.

And it appearing that the defendants Ada Cooper, William Cooper, Cynthia Riley, formerly Cynthia Jones, H. J. Saunders, Wilson Brown, Eliza Barnett, Pearl Munday, nee Raiford, Ossie Raiford, Effie Raiford, Pearl Raiford, and Robert Tiger have been duly served with subpoena and process in said cause, and have heretofore pleaded therein, but did not appear at said trial, it is ordered that said defendant be, and they

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

MONDAY, FEBRUARY, 27, 1926.

are hereby, adjudged in default for failure to appear and defend.

And it appearing that the plaintiff, having acquired by conveyance whatever right, title or interest in the subject matter of this action may have been owned by the defendant C. E. Saundlin, desires no longer to proceed against said defendant, wherefore it is ordered that said action stand dismissed as to said defendant.

And it appearing that all those defendants who are minors at this time are duly represented herein by their guardians for this suit; and that this cause has been duly revived against the heirs, devisees, personal representatives, successors, and assigns of all of said defendants who have died since the institution of said suit, and that plaintiff and all appearing defendants are ready, it is ordered that said action proceed to trial.

Thereupon, said cause was duly tried and submitted to the Court upon the evidence of all appearing parties, whereupon the court took said cause under advisement, and ordered that a transcript of the evidence be made, and that said cause be submitted to the Court upon the evidence and the briefs of the various parties.

And thereafter, to-wit, upon the 11st day of May, 1926 said Court, after having duly considered all evidence in said cause and the arguments and briefs of counsel, and being fully advised in the premises, finds the issues in favor of plaintiff and against defendants and interveners, and that plaintiff's lessors, at the time of the execution of the oil and gas leases described in plaintiff's bill of complaint, were seized and possessed of an indefeasible estate in fee simple in and to the lands described in said leases and involved herein, and that none of the defendant or interveners in said cause had or now have any right, title, or interest in and to said lands, and that plaintiff's title to its leasehold estate in and to said lands ought to be quieted and that defendants and interveners, and each and every of them, and all those claiming by, through, or under them or any of them, ought to be barred from asserting any right title or interest in and to said lands.

It is, therefore, considered, ordered, adjudged and decreed that the title of plaintiff to its oil and gas leasehold estate in and to that certain tract of real property, situate in Creek County, State of Oklahoma, described as follows, to-wit:

The South Half of the Southeast Quarter of Section 5,
Township 15 North, Range 8 East T. 1.

be and the same is hereby, forever quieted and put at rest in plaintiff, and that all those conveyances under which the defendants and interveners or any of them have claimed or asserted an interest in said land, be, and the same are hereby, canceled and expunged from the records, and the clouds cast thereby upon plaintiff's title be, and same are hereby, forever removed; and that said defendants and interveners, and all persons claiming or to claim by, through, or under them, or any of them, be, and they are hereby forever restrained and enjoined from setting up or asserting any right, title, interest, lien, or claim, legal or equitable, in and to said real property, or any part thereof; and that plaintiff be decreed its costs.

To all of which the appearing defendants and interveners duly except, which exceptions are by the Court allowed.

E. H. ...

Judge of said Court.

Filed May 21, 1926, W. B. ...

as by the inspection of the transcript of the record of the said District Court, which was brought into the United States Circuit Court of Appeals Eighth Circuit by virtue of an appeal, agreeably to the act of Congress in such case made and provided, fully and ably ...

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
EQUITY SESSION. TULSA, OKLAHOMA. WEDSDAY, FEBRUARY, 28, 1928.

On this 28th day of February, 1928, Court convened pursuant to adjournment. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered to-wit:

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

GYRSEY OIL COMPANY, A CORPORATION,)
Plaintiff.)
vs.) No. 260 Equity.
JACKSON BARNETT,)
Defendant.)

ORDER EXTENDING TIME TO FILE ANSWER.

Now on this 28th day of February, 1928, upon oral application of the Guardian ad Litem for Jackson Barnett for additional time to answer, and for good cause shown

It is hereby ordered, adjudged and decreed that said Guardian ad Litem, C. B. Stuart, do, and he is hereby granted and extension of twenty (20) days from date hereof in which to file answer as such Guardian ad Litem.

Done in open court the day and year first above written.

F. E. Kennamer,
Judge.

Court adjourned until March, 2nd, 1928.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
MUSKA, OKLAHOMA.

OKLAHOMA.
FRIDAY, MARCH, 2, 1928.

On this 2nd. day of March, 1928, Court convened pursuant to adjournment, at 9:40 A.M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

JOHN H. DYKES, RECEIVER,
OF THE FIRST NATIONAL BANK
OF BARNSDALE, OKLAHOMA.)
Plaintiff.)

vs.)

No. 505 Equity.)

IDA BAUCON, H. L. BAUCON, AND THE
NATIONAL BUILDING & LOAN ASSOCIATION
OF LAWYUSKA, OKLAHOMA.)
Defendants.)

O R D E R.

BE IT REMEMBERED, that on this 2nd. day of March, 1928, this cause coming on for hearing upon the disclaimer of the defendant, National Building & Loan Association, a corporation; complainant appearing by his attorneys, Robert B. Keenan, and the defendant, National Building & Loan Association, appearing by its attorneys, Hamilton, Gross & Howard, and the Court thereupon examines the disclaimer of the defendant, National Building & Loan Association, and approves same and finds that said defendant should be discharged with its costs, and the complainant makes no objections thereto.

IT IS THEREFORE considered, ordered and decreed that the disclaimer of the defendant, National Building & Loan Association, be and the same is hereby, approved and said defendant is hereby discharged with its costs.

F. E. Kennamer,
United States District Judge.

O.H. Robt. B. Keenan
Attorney for Complainant.
O.H. Hamilton, Gross & Howard,
Attorneys for Defendant,
National Building & Loan
Association.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
MARCH, 3, 1938.

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

DOVONEN OIL COMPANY, A
CORPORATION,
Plaintiff.

vs.

FLOYD J. SEAY, COLLECTOR OF DELINQUENT
TAXES FOR CREEK COUNTY, OKLAHOMA,
RAMPH H. BLAKE, TREASURER OF CREEK COUNTY,
OKLAHOMA, J. ARTHUR WILSON, SHERIFF OF CREEK
COUNTY, OKLAHOMA, AND FRED PATRICK, ASSESSOR OF
CREEK COUNTY, OKLAHOMA, AND ROMANA PEROLENT
CORPORATION,

Defendants.

No. 276 Equity.

ORDER OF DISMISSAL.

Now on this 2nd day of March, 1938, it appearing to the court that the plaintiff herein, and each and all of the defendants and cross-petitioners herein, filed voluntary dismissals of the bill of complaint of the plaintiff and the cross-bills, of complaint of the defendants, and that said controversy has been finally and fully settled and all parties thereto desire and request that the same be dismissed.

IT IS, THEREFORE, ORDERED, SO ORDERED AND ADJUDGED BY THE COURT that the bill of complaint herein filed by the plaintiff be, and the same is hereby, dismissed pursuant to the dismissal filed by the plaintiff, and that the cross bill of complaint of the defendants should be, and it is hereby, dismissed with prejudice.

F. E. Lawrence,

Judge of the United States District Court.

Court adjourned until March, 5, 1938.

In the District Court of the United States in and for the

NORTHERN
DISTRICT OF OKLAHOMA
EQUITY SESSION.

District of
MULSA, OKLAHOMA.

OKLAHOMA.
TUESDAY, MARCH 6, 1928.

Court convened pursuant to adjournment Saturday, March 3,
1928, at 9:30 A. M. Present:

Hon. M. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered,
to-wit:

JOHN H. DYKES, RECEIVER,)
Plaintiff.)
vs.) 43 Equity.
M. B. REED, ET AL.,)
Defendants.)

On this 3rd. day of March, 1928, it is by the Court ordered
that the hearing on the motion be continued to March, 9, 1928.

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

IN THE MATTER OF THE RECEIVERSHIP OF
THE AZTEC OIL COMPANY, CHARLES A.
COAKLEY, FEDERAL COURT RECEIVER.

ORDER TO PAY INDEBTEDNESS.

This cause came on to be heard before me, M. E. Kennamer,
Judge of the District Court of the United States of the Northern District
of Oklahoma, on this 2nd day of March, 1928, upon the petition of S. E.
Dwyer, rig contractor of Bristow, Oklahoma, asking this Court for an order
to Charles A. Coakley, receiver of the Aztec Oil Company, to pay to the
said S. E. Dwyer, petitioner, the sum of \$276.50, and interest thereon at
the rate of 6% per annum from the 22nd. day of September, 1926, for work
and labor performed by this petitioner, in tearing down and rebuilding
an oil well rig and derrick for the said Aztec Oil Company; and the court
being fully advised in the premises, finds that the said Aztec Oil Com-
pany is indebted to the said S. E. Dwyer in the aforesaid amount, and that
the same should be paid.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court,
that Charles A. Coakley, receiver of the Aztec Oil Company, Mulsa, Okla-
homa, is authorized and directed to pay to the said S. E. Dwyer, of
Bristow, Oklahoma, the sum of \$276.50, and interest thereon at the rate of
6% per annum from the 22nd. day of September, 1926.

M. E. Kennamer,

Judge of the District Court of the
United States for the Northern
District of Oklahoma.

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

JESSE BRUNER, Pltf.)
vs.) No. 310 Equity.
R. H. STAPLES, ET ALS.)
Defda.)

ORDER OF CONTINUANCE.

Now on this March, 3rd. 1928, the above styled cause comes on

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In the District Court of the United States in and for the

NORTHWEST
District of
OKLAHOMA.

TERM BY SESSION. U.S.S., OKLAHOMA. SUNDAY, JANUARY 3, 1928.

for hearing upon application for temporary injunction and the appointment of a receiver and the parties plaintiff and defendant appear by their counsel. Thereupon, defendants ask permission to be heard upon a motion to dismiss for want of jurisdiction, and it order that the parties may have time to prepare for the hearing upon said motion and upon said application, in the event said motion be not sustained, it is ordered by the court that hearing upon said matter be and hereby is passed and continued to March, 10th 1928, at 9:30 A. M.

It is further ordered that the restraining order issued herein Feb. 23rd. 1928, be and same hereby is continued in force until March 10th, 1928, and thereafter if not modified or vacated.

M. E. Kennedy,

G. H. S.J. Montgomery.

IN THE UNITED STATES DISTRICT COURT IN AND
FOR THE NORTHWEST DISTRICT OF OKLAHOMA.

W. C. BOSHER,	Plaintiff,)	
)	
vs.		)	No. 168 Equity.
AMELIA V. GIRARD,)	
SEE WELCHER, ET AL.,)	
	Defendants.)	

JUDGMENT PRO-CONFESSE

On this 3rd. day of March, 1928, the above entitled cause is heard upon the application of plaintiff for judgment on his motion filed for Judgment Pro-Confesso, filed with the Clerk of this Court on the 4th day of January, 1928, and which the default of the herein-after defendants was entered by said Court Clerk on the 4th day of January, 1928.

And it appearing that more than thirty days has elapsed since plaintiff's bill was taken, and confessed upon said motion, plaintiff introduces evidence in support of the allegations contained in his amended petition and the court being satisfied he is advised in the premises finds:

1. That plaintiff is the owner in fee simple and is the exclusive, adverse, complete and undisturbed possession of the real estate described in his amended bill of complaint, described as follows to-wit:

The Northeast (NE) Quarter of the Section (36) corner of the Southwest Quarter, (36), of the East half (E) of the Northwest Quarter (14) of the Northwest quarter (14) of the Northwest quarter (36) of Section Ten (10). Township 2 North Range (10) of the 10th (10).

In the District Court of the United States in and for the

NORTHWEST
DISTRICT OF OREGON.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
SANDY, TEXAS, 3, 1908.

The East Half (E $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section Thirty-One (31) in Township Twenty-five (25) of Range Twelve (12).

The Northwest quarter (NW $\frac{1}{4}$) of the Northwest (NW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) and the West Half (W $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section Thirty-two (32) Township Twenty-five (25), Range Twelve (12).

The Southeast quarter (SE $\frac{1}{4}$) of Section Twenty-Six (26) in Township Twenty-five (25) of Range Eleven (11).

Lots One (1) and Two (2) the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the North Half (N $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Southeast (SE $\frac{1}{4}$) quarter of Section One (1), Township Twenty-One (21) Range Ten (1).

Lot Nine (9) in Section Thirty-Three (33) Township Twenty Six (26) Range Three (3).

The South Half (S $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) and the East Half (E $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section Twenty-One (21) Township Twenty-five (25) Range Eleven (11).

The South Half (S $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section Twenty Three (23) in Township Twenty-five (25) of Range Eleven (11).

The East Half (E $\frac{1}{2}$) of the Northeast (NE $\frac{1}{4}$) Quarter of Section Twenty-Six (26) in Township Twenty-five (25) of Range Eleven (11).

Lot Three (3) and the Northeast quarter (NE $\frac{1}{4}$) of the Southwest (SW $\frac{1}{4}$) Quarter of Section Nineteen (19) in Township Twenty-five (25) of Range twelve (12).

WHEREFORE, it is ordered, adjudged and decreed, and judgment is rendered against the defendants named in the Motion Pro-Confesso to-wit:

Amelia V. Girard, Osage Allottee No. 1278, C. E. Keffer, Maggie Koefler, Chas. A. Besmert, Osage Allottee No. 1449, Rena B. Lessert, Martha A. Palmer, Napoleon Barrier, Osage Allottee No. 1649, Peter Barrier, Osage Allottee No. 1653, Leo Barrier, Osage Allottee No. 1652, Lon R. Stansbury, if living, but if dead, the unknown heirs, devisees, trustees, administrators, executors, and assigns of each of said defendants, if any; The Deposit Guaranty State Bank of Ponca City, Oklahoma, Sanford Oil Company, of Bartlesville, Oklahoma, both corporations, if existing, but if dissolved and not existing, the unknown successors, Trustees and assigns of each of said corporations, if any, and each of them, that they have not right, title interest, claim, demand, lien, or estate, in, to or upon the above described real estate or any part thereof, and that Complainant, W. C. Foster is the owner in fee simple of said real estate, and said defendants herein named, and

In the District Court of the United States in and for the

NORFOLK

District of

GEORGIA.

EMERGENCY SESSION.

ATLANTA, GEORGIA.

SEPTEMBER 2, 1936.

and each of them and all firms, persons, and corporations, claiming, or which may hereafter, claim, or through, under them or any of them, be found they are her by fully and be actually barred, estopped and enjoined from hereafter setting up or claiming any right, title, lien, estate or interest in, to, or upon said real estate, or any part thereof, and that Complainant recover his costs.

By the Court.

W. E. Robinson,

Judge.

C. E. _____

Attorneys for Complainant.

Court adjourned until 10:00 A. M., 9, 1936.

In the District Court of the United States in and for the

NORTHERN
DISTRICT OF OKLAHOMA

District of

OKLAHOMA, U.S.A.

OKLAHOMA

MARCH 5, 1938, 8, 1938.

Court convened pursuant to adjournment, today, March, 5th, 1938, at 9:30 A. M. Present:

Hon. W. E. Farnham, Judge of U. S. District Court.
H. W. Garfield, C. L., Clerk of U. S. District Court.

Whereupon, the following proceedings were had and entered,
to-wit:

UNITED STATES,	Plaintiff.)	
vs.		)	295 Eq.
MRS A. W. KAINS, AND)	
JACK ROGERS,	Defendants.)	

On this 5th day of March, 1938, the above entitled cause comes on for further hearing. The Government is represented by John H. Goldsberry, U. S. Attorney and Defendants by John Harley, John Williams, and Rollie Clark. Now at this time stipulation of attorneys are presented as to evidence in case taken at Tulsa. The Government presents testimony of witnesses. Defendants move the Court to strike said testimony, which motion is heard by the Court and overruled and exceptions allowed defendants. The Government presents further testimony of Claud Pean, John Vickery and Andrew Henderson, and thereafter defendants Edge Kains and Jack Rogers moves the Court to discharge defendants on ground of insufficient evidence, which motion is heard by the Court and overruled and exceptions allowed. Defendants presents their testimony and evidence and thereafter both plaintiff and defendant rests. The taking of testimony is closed and arguments of counsel are heard. Comes now the defendants and renew their demand for evidence, which is by the Court overruled and exceptions allowed. The Decision on the Court as to Defendant Jack Rogers is withheld until 9:30 A. M. March, 5th, 1938, and it is by the Court ordered that Judgment and sentence be imposed upon Mrs A. W. Kains as follows:

JUDGMENT AND SENTENCE AS
TO MRS A. W. KAINS.

Six (6) months in Osage County Jail, and a fine in the sum of \$500.00, to be paid the United States.

And it is further ordered that execution of sentence be stayed until Wednesday March, 7, 1938, upon filing bond in the amount of \$2500.00, defendant to remain in custody of United States Marshal pending the filing of said bond herein. And it is further ordered by the Court, that defendant Jack Rogers report at 9:30 A. M. March, 6, 1938.

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

UNITED STATES OF AMERICA,)	
vs.	Plaintiff.	)	In Equity No. 295.
B. H. BOWMAN, SID CLARK,)	
A. W. CRAMER, MAGGIE CRAMER,)	
TOBBIE HILL AND SANDY HILL,)	
	Defendants.)	

Judgment and Sentence for Contempt of Court.

Now on this the 5th day of March, A. D. 1938, the same being one of the terms of the Regular March, A. D. 1938, term of said Court comes on the above entitled cause for hearing on an accusation for contempt heretofore filed by the United States attorney in and for the Northern District of Oklahoma, which said accusation was so filed on

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EMERGENCY SESSION.

VINITA, OKLAHOMA.

TU DAY, MARCH, 5, 1928.

the 27th day of February, 1928, the Plaintiff being present by and through John M. Goldsberry, the United States Attorney for said District, and Harry Seaton, Assistant United States Attorney, for said District, and the Defendant Madge Karns, otherwise known as Maggie Hill Karns, being personally present and represented by Counsel, to-wit: John Tillman, Esq. of Pawhuska, Oklahoma; John T. Harley, Esq., of Tulsa, Oklahoma, and Rollie C. Clark, Esq., of Vinita, Oklahoma, and said defendant having herebefore entered a plea of not guilty to charges contained in said Accusation, and in open court states that she did not desire to plead further, said cause is ordered for trial and hearing on said accusation so filed, as aforesaid, and the plea of not guilty of said Defendant, and the Court having heard the testimony of the witnesses offered on behalf of the plaintiff in said Court, and the testimony offered by the Defendant, and the Court being fully advised in the premises finds that heretofore, to-wit:

On the 3rd. day of January, 1928, a Bill of Complaint was filed in the above entitled and numbered cause, alleging and charging among other things that certain premises located in the town of South Coffeyville, Nowata County, Oklahoma, to-wit: a certain building located on Lot Twelve (12) Block Four (4) of the townsite of said town of South Coffeyville, to-wit:

A two story, white stucco building, having no street address, with gasoline filling station in front, known as Tommie Hill's Roadhouse.

was being used for the purpose of selling, storing and keeping intoxicating liquor in violation of the National Prohibition Act, and thereby constituting a public nuisance, and the Court having heretofore, to-wit:

Upon the 3rd. day of January, 1928, upon proof of said charges being shown to the Court by affidavit and other testimony, that said allegations set forth in the Bill of Complaint were in fact true, and order for Temporary Writ of Injunction was issued by this Court and the Temporary Injunction issued accordingly and served said Defendant in the City of South Coffeyville, Oklahoma, and the Court further finds that said Temporary Writ of Injunction was issued and served as aforesaid prior to the date of the filing of the said accusation for contempt of Court, to-wit:

On the 27th day of February, 1928.

The Court further finds from the evidence in this case that thereafter, to-wit; on the 31st day of January, 1928, and on the 2nd. and 3rd. day of February, 1928, liquor was sold, had, kept and possessed, knowingly, willfully, and unlawfully in violation of the terms and provisions of said Temporary Writ of Injunction as aforesaid, being selling and permitting to be sold in and upon said premises, so described, certain intoxicating liquor, to-wit: whiskey; and on said 31st day of January, 1928, two sales of intoxicating liquor were made on said premises with the full knowledge and consent of the said Defendant, to W. F. Wolverton and Bob Penn, in which two drinks of whiskey and one pint of whiskey were sold to said persons on two separate occasions on said day.

That on the 2nd. day of February, 1928, two drinks of whiskey, were served and sold on said premises with the full knowledge and consent of the said defendant, and also the sale of one pint of whiskey.

The Court further finds that Madge Karns is the owner of the premises herein above described, and that the same is located within one hundred (100) yards of the residence of said Defendant, and that the drive way leading from the said residence to the highway, leads directly in front of the premises in question; that from and after the serving of the Temporary Writ of Injunction on said Defendant, she failed, refused and neglected to visit said premises or any part thereof, except the gasoline filling station in the front of said building, to ascertain whether or not intoxicating liquors were being had, kept, possessed and sold in and from said premises. That she failed, refused and neglected to make any inquiry as to whether Temporary Writ of Injunction was being violated by her agents, servants, lessees and assigns; that said premises in and around the community in which said building is located has the reputation of being an open saloon where intoxicating liquor can be had at any time by any person, and that said place had such reputation during all the times herein mentioned.

In the District Court of the United States in and for the

NORFOLK

District of

OKLAHOMA,

REGULAR SESSION.

VICTOR, OKLAHOMA,

MARCH 5, 1928.

The Court further finds that Connie Hill, the brother of said defendant, aided and directed the sale of intoxicating liquor from said premises, and A. L. Karns, the husband of said Defendant, personally sold and assisted in the sale of intoxicating liquor in and from said building at all times herein mentioned, and by reason of said facts, the Court finds that said Temporary Writ of Injunction aforesaid, has been willfully and knowingly violated by said Defendant as aforesaid, and by reason thereof said defendant Ladge Karns, is guilty of direct contempt of this court and should be so adjudged.

IT IS FURTHER CONSIDERED, ORDERED AND DECREED by the Court that said Defendant, Ladge Karns, is guilty of direct contempt of Court as charged in said Accusation so filed, and it is the further order and judgment of said Court that said Defendant Ladge Karns, be sentenced to serve a term of imprisonment in the Osage County Jail for the period and term of six months, and to pay a fine of Five Hundred (\$500.00) Dollars, and that said Defendant stand committed until such fine and costs of this prosecution are paid in accordance with law.

IT IS FURTHER ORDERED AND ADJUDGED that said Defendant be remanded to the custody of the United States Marshal for the Northern District of Oklahoma, and that the said United States Marshal for said District proceed to execute the judgment and sentence of the court.

F. E. Kennamer,

United States District Court.

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

EDDIE JACK,)
Plaintiff,)
vs.) Equity No. 158
JOHN H. HOOD, ET AL.,)
Defendants.)

ORDER.

The motion of the above named plaintiff, to be allowed further time in which to file his reply brief in the above entitled action, coming on to be heard and the Court being fully advised in the premises therein, and is of the opinion that further time should be granted to him in which to prepare and file his briefs;

It is therefore ordered, adjudged and decreed that the time in which plaintiff can file his briefs is extended to and include the 30th day of March, 1928.

Done in open Court this 5th day of March, 1928.

F. E. Kennamer,

Judge of the Northern District
of Oklahoma.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
VINITA OKLAHOMA.

OKLAHOMA.
MONDAY, MARCH, 5, 1928.

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

A. B. C. DAGUE, Plaintiff,

vs.

ASTEC OIL COMPANY, A
CORPORATION, AND EXCHANGE
TRUST COMPANY, A CORPORATION,

Defendants.

No. 70 Equity.

O R D E R.

Now on this 5th day of March, 1928, it appearing to the court that it is and will be to the advantage of all of the parties to this action that the sale of the properties of the defendant, Astec Oil Company, which are and were covered by the foreclosure of the deed of trust herein and directed to be sold by order of sale entered herein on March, 30th, 1927, be not held on the date heretofore set therefor, to-wit, March 5, 1928, but that the same be continued and reset for another and later date:

It is ordered, adjudged and decreed that the same of the assets and properties of the Astec Oil Company, theretofore order and set to be held by Charles A. Coakley, as Special Master herein on the 30th day of June, 1927, and heretofore, by this court of February 6, 1928, continued to March, 5, 1928, be and the same is hereby continued and reset for the 30th day of March, 1928, at ten o'clock A. M., the same to be held with out further advertisement, at the time place and under the same terms and conditions as heretofore provided for herein by the order of sale and notice thereof as given by Charles A. Coakley, Esq., Special Master:

It is further ordered, adjudged and decreed, however, that the court reserves the right to make any other of further orders respecting the sale herein as may be deemed necessary, expedient or advisable.

M. E. Donnaner,

Judge.

C. J. _____
Receiver

Court adjourned until March, 6, 1928.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

REGULAR SESSION.

VINITA, OKLAHOMA.

TUESDAY, MARCH, 6, 1928.

Court, convened pursuant to adjournment, Tuesday, March, 6, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. A. Garfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

UNITED STATES OF AMERICA,
Plaintiff,

vs.

B. H. BOMAN, SID CLARK,
A. W. CRAIGER, MAGGIE CRAIGER,
TODDIE HILL AND RANDY HINE,

Defendants.

In Equity No. 293.

JUDGMENT AND SENTENCE
OR DECREE OF COURT.

Now on this, the 5th day of March, A. D. 1928, same being one of the term days of the Regular March, A. D. 1928, terms of said Court, comes on the above entitled cause for hearing on the Accusation for Contempt of Court heretofore filed by the United States District Attorney in and for the Northern District of Oklahoma, which said accusation was so filed on the 27th day of February, 1928, the plaintiff being present by and through John M. Goldsberry, the United States Attorney for said District, and Harry Seaton, Assistant United States Attorney for said District, and the defendant Jack Rogers, being personally present, and represented by counsel, to-wit: John T. Tillman, Esq., of Pawhuska, Oklahoma, John T. Harley, Esq., of Tulsa, Oklahoma, and Rollie C. Clark, Esq., of Vinita, Oklahoma, and said defendant having heretofore entered a plea of not guilty to the charges contained in said accusation, and in open court states that he did not desire to plead further, said cause is ordered for trial and hearing on said accusation so filed, as aforesaid, and the said plea of not guilty of said defendant, and the Court having heard the testimony of the witnesses offered on behalf of the plaintiff in said cause, and the Court having held the testimony not being satisfied as to the law, said matter was continued until the 6th day of March, A. D. 1928, and on said date the said Defendant having taken the stand to purge himself on said charges, and the Court having held the testimony and argument of counsel, continue said matter until the 1st day of May term of Court at Pawhuska.

F. E. Kennamer,

United States District Judge.

Court adjourned until March, 7, 1928.

In the District Court of the United States in and for the

NORTHERN
CITY SESSION.

District of
VIRGINIA OLDENGLA.

OLDENGLA.
WEDNESDAY, MARCH, 7, 1928.

Court convened pursuant to adjournment, Wednesday, March, 7th, 1928, at 9:30 A. M. Present:

Hon. M. E. Lannamer, Judge of U. S. District Court.
H. E. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered,
to-wit:

UNITED STATES,	Plaintiff.	}	293 Eq.
vs.			
MRS A. W. KARRS, ET AL	Defendant.		

On this 7th day of March, 1928, it is by the Court ordered that Bond in the above entitled cause be set at \$2500, and that execution of sentence be stayed, as to Mrs A. W. Karrs, until March, 10, 1928.

Court adjourned until March, 8, 1928.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

THURSDAY, MARCH 8, 1928.

Court convened Pursuant to adjournment, Thursday, March, 8th 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. E. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

CONTACT FILTRATION COMPANY,
A CORPORATION, ET AL.,
vs. Plaintiffs.

No. 220 Equity.

PIERCE PETROLEUM CORPORATION,
Defendant.

O R D E R.

On this 8th day of March, A. D. 1928, comes on the application of the plaintiff, Contact Filtration Company, a corporation, for an extension of time to and until April, 6, 1928, to prepare and file its interrogations herein, and it appearing to the court that the parties have stipulated in writing for such extension, and that said stipulation, omitting caption and signatures, is in words and figures as follows, to-wit:

"It is hereby stipulated and agreed by and between plaintiff and defendant herein that the said plaintiff, Contact Filtration Company, may have until the 6th day of April, A. D. 1928, to prepare and file its interrogatories herein; and that the court may make and enter an order upon this stipulation, allowing such time".

IT IS THEREFORE BY THE COURT CONSIDERED, ADJUDGED AND ORDERED that the plaintiff, Contact Filtration Company, be and it is hereby allowed to and until the 6th day of April, A. D. 1928, to prepare and file its interrogatories in this cause.

Done at Tulsa, Oklahoma, this 8th day of March, A. D. 1928.

F. E. Kennamer,
Judge.

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

ANGLO-TEXAS OIL COMPANY, A CORPORATION, AND INDEPENDENT, AND INDEPENDENT OIL AND GAS COMPANY, A CORPORATION,
vs. Complainants.

No. 231 Equity.

JOSEPH CATES AND GLENN O. YOUNG,
Respondents.

ORDER AUTHORIZING AMENDMENT TO COMPLAINANTS' AMENDED BILL OF COMPLAINT.

Now, on this 8th day of March, 1928, this matter coming on for hearing on the application of the complainants to file an amendment to

In the District Court of the United States in and for the

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NORTH
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
THURSDAY, MARCH, 8, 1938.

their amended bill of complaint, and the court being fully advised,

IT IS ORDERED that the complainants be, and they are hereby given permission to file an amendment to their amended bill of complaint in this action.

F. E. Kennamer,
Judge.

Court adjourned until March, 9, 1938.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
OKLAHOMA, OKLAHOMA.

OKLAHOMA.
FRIDAY, MARCH, 9, 1928.

Court convened pursuant to adjournment, Friday, March, 9, 1928.
at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

CLARK WASSON, RECEIVER,)
Plaintiff.)
vs.)
F. B. REED, ET AL.,)
Defendants.) 43 Eq.

On this 9th day of March, 1928, the above entitled cause comes on for hearing on Exceptions to Masters Report. Whereupon, it is ordered that plaintiff file Brief within ten days, and that said Brief be served on at least two of opposing counsel. And it is further ordered that Special Masters Fee in the total sum of \$2500.00 be awarded at conclusion of passing on Masters Report.

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

THE STANDARD ASBESTOS MANUFACTURING)
AND INSULATING COMPANY, ET AL.,)
Plaintiffs,)
vs.) In Equity,
SOUTHWEST FLEXIBLE FORM COMPANY,)
A CORPORATION, AND W. L. WALKER,) No. 315.
Defendants.)

THE PRESIDENT OF THE UNITED STATES TO W. L. WALKER:
GREETINGS:

Whereas Standard Asbestos Manufacturing and Insulating Company, a citizen of the State of Missouri, has filed on the chancery side of the District Court of the United States for the Northern District of Oklahoma, a bill of complaint, and has obtained the allowance of the restraining order as prayed for in said bill,

NOW, therefore, having regard to the matters in said bill contained, we do hereby command and strictly enjoin you, the said W. L. Walker, not to sell nor transfer any of the 250 shares of the common stock of the defendant Southwest Flexible Form Company, a corporation, not vote nor attempt to vote any of the 250 shares of the common stock of said corporation, before the 14th day of March, 1928.

Which commands and injunctions you are respectfully required to observe and obey, until the District Court shall make further orders in the premises.

F. E. Kennamer,
Judge.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

Oklahoma.
Friday MARCH, 9, 1938.

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

THE STANDARD ASBESTOS MANUFACTURING &
INSULATING COMPANY, ET AL.,
Complainants,

vs.

SOUTHWEST FLEXIBLE FORM COMPANY,
A CORPORATION, AND W. L. WALKER,
Defendants.

In Equity
No. 315.

THE PRESIDENT OF THE UNITED STATES, TO SOUTHWEST FORM COMPANY,
DEFENDANT. GREETING:

Whereas Standard Asbestos Manufacturing and Insulating Company, a citizen of the State of Missouri, has filed on the chancery side of the District Court of the United States, for the Northern District of Oklahoma, a bill of complaint, and has obtained the allowance of the restraining order as prayed for in said bill,

Now, therefore, having regard to the matters in said bill contained, we do hereby command and strictly enjoin you, the said Southwest Flexible Form Company, not to transfer on the books of the Southwest Flexible Form Company, any of the 250 Shares of the common stock of the defendant Southwest Flexible Form Company, a corporation, now standing in the name of W. L. Walker before the 14 day of March, 1938,

Which commands and injunctions, you are respectively required observe and obey, until the District Court shall make further orders in the premises.

E. E. Lehman,
Judge.

Court adjourned until March, 10, 1938.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EMERGENCY SESSION.

TULSA, OKLAHOMA.

SATURDAY, MARCH, 10, 1928.

stipulation should be and the same is hereby by the court approved, and that final decree should be made and entered in accordance with the terms of said stipulation.

It is therefore by the Court considered, ordered, adjudged and decreed that the conveyance executed by the plaintiff, Harvey Harrison, to the defendant, Frank B. Long, dated the 8th day of November, 1922, and described in plaintiff's bill in equity, being the instrument wherein the said Harvey Harrison conveyed all his right, title and interest in and to the following described real estate situate in Creek County, Oklahoma, to-wit:

lots four (4) and the Southwest Quarter (SW¹/₄) of the Northwest Quarter (NW¹/₄) of Section Four (4); and Lot Two (2) and the Southwest Quarter (SW¹/₄) of the Northeast Quarter (NE¹/₄) of Section Five (5), all in Township 18 North Range 7 East, in the County of Creek, State of Oklahoma,

and the same is hereby adjudged and decreed to be a valid conveyance of all right, title and interest of the plaintiff, Harvey Harrison, in and to said real estate and premises.

It is further by the court ordered, adjudged and decreed that the title and possession of the defendants, Frank B. Long, Harry B. Folk, Charles Harrison and the Sand Springs Home as to their respective rights, titles and interest in and to the real estate and premises hereinbefore described, and involved in this suit, be and the same are hereby forever settled and quieted in them as against all claims and demands of every kind and nature of said plaintiff, Harvey Harrison, or any one claiming or asserting any right, title, interest or claim therein by, through or under him, the said plaintiff, Harvey Harrison.

It is further ordered, adjudged and decreed that the said plaintiff, Harvey Harrison, and any and all persons claiming by, through or under him, be and they are hereby perpetually enjoined and forbidden to claim or assert any right, title, interest or estate in and to the land and tenements hereinbefore, described and involved in this suit, hostile or adverse to the possession, title, interest and rights of the defendants, Frank B. Long, Harry B. Folk, Charley Harrison and the Sand Springs Home, and the said plaintiff, Harvey Harrison, and any and all persons claiming through, by or under him, are hereby perpetually enjoined and forbidden from commencing any suit to disturb the said defendants, Frank B. Long, Harry B. Folk, Charles Harrison and the Sand Springs Home, in the quiet and peaceable possession and enjoyment of said real estate and premises and all royalties, rents, benefits and profits heretofore arising or which may hereafter arise therefrom or connected therewith.

It is further by the court ordered, adjudged and decreed that the above entitled cause be and the same is hereby dismissed with prejudice as against the defendants, Samuel A. Brown, The Gem Oil Company, R. A. Jocay, and the United States Fidelity & Guaranty Company, and as against any other defendants not specifically named in this decree.

Done in open court this 10, day of March, 1928.

F. E. Hagensaker,
Judge of the U. S. District Court for the
Northern District of Oklahoma.

"Plaintiff" J. A. Chase,
Alfred J. Stebbins,
E. C. Wheeling.
Atty for plaintiff.
"Defendant" Stewart, Coalley & Durner.
Paul Pinkerton,
Attorney for defendant.
F. B. Long, Charles H. Cook,
R.A. Long & Sand Springs Home.

273 In the District Court of the United States in and for the

WOMING

District of

OKLAHOMA.

TRIPY SESSION.

WELSA, OKLAHOMA.

SATURDAY, MARCH, 10, 1933.

JESSE BACHTER,	Plaintiff.)	
vs.		)	310 Equity.
A. H. STAPLES,	Defendant)	

On this 10th day of March, 1933, the above entitled cause comes on for hearing. Plaintiff is represent by Pounds and Pounds and the defendant by Roy Ford and Johnson & Johnson. Now at this time testimony in said cause was taken and cause continued to March 21st 1933, and restraining order continued to that time.

Court adjourned until March, 12, 1933.

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
 EQUITY SESSION. MUSLA, OKLAHOMA. MONDAY, MARCH, 12, 1938.

Court convened pursuant to adjournment, Monday, March, 12, 1938, at 9:30 A. M. Present:

Hon. E. E. Kennamer, Judge of U. S. District Court.
 H. E. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

A. B. C. DAGUE, Plaintiff,)
 vs.) 70 Eq.
 AMTEC OIL COMPANY, Defendant.)

On this 12th day of March, 1938, it is by the Court ordered that the hearing on claim of Mr Gray in the above entitled cause be taken under advisement.

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

G. E. WALKER, Plaintiff,)
 vs.) No. 352 Equity.
 A. W. LOHEAN, Defendant.)

ORDER.

For good cause shown, it is hereby ordered by the Court that the complainant, G.E. Walker, have until March 20th, 1938, in which to file an amended Bill of Complaint in this cause.

Dated this 12th day of March, 1938.

E. E. Kennamer,
 District Judge.

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

STANDARD ASBESTOS MANUFACTURING AND INSULATING COMPANY, A CORPORATION, ET AL., Complainants,)
 vs.) Equity No. 315.
 SOUTHWEST FLEXIBLE PAPER COMPANY, A CORPORATION, ET AL., Defendants.)

ORDER FOR SUBPOENA DUBES URGENT.

Now on this the 12th day of March, 1938, upon application of the complainants, and for good cause shown, it is ordered that the clerk of this court issue a subpoena duces tecum to E. J. Walker, President, and E. H. Connor, Secretary, of the Southwest Flexible Paper Company, a cor-

In the District Court of the United States in and for the

HONORABLE

District of

OKLAHOMA.

SESSION.

TULSA, OKLAHOMA.

MONDAY, MARCH, 12, 1928.

poration, commanding them to appear before the judge of this court on the 14th day of March, 1928, at Nine o'clock A. M. at Tulsa, Oklahoma, and bring with them and produce at said time and place the stock book showing all stock issued in the Southwest Flexible Form Company, and the minute books showing the minutes of all meetings of stockholders and the minutes of meetings of directors of said company, and the bylaws of said Company.

F. E. Kennamer, Judge.

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

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, Plaintiff,

vs.

J. W. LAWRENCE, C. C. TAYLOR, EDWIN DABNEY, ATTORNEY GENERAL OF THE STATE OF OKLAHOMA, FRANK C. CARTER, FRED CAPSHAW AND C. C. CHILDESS, INDIVIDUALLY AND AS MEMBERS OF THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA,

Defendants.

In Equity. No. 207

D E C R E E.

This matter came on for hearing on defendants' motion to dismiss complainant's original and supplemental bills, before the Honorable Arba S. Van Valkenburgh, Circuit Judge for the Eighth Judicial Circuit, and the Honorable Albert L. Reeves, District Judge, and the Honorable Franklin E. Kennamer, District Judge, duly convened under section 266 of the Judicial Code of the United States as amended, the plaintiff appearing by Mr. C. B. Stuart and Mr. Ben Franklin, its attorneys, and defendants appearing by Mr T. L. Blakemore and Mr. D. A. McDougall, their attorneys, and all parties having announced ready for hearing, and having announced to the court that the case was submitted for final decree upon the motion to dismiss, without further pleading or other procedure, and the court having heard the arguments of counsel, having examined the pleadings and authorities submitted, and being well advised in the premises, doth find that the bills of complaint state facts sufficient to constitute a cause of action against the defendants and to entitle complainant to equitable relief; that the motion to dismiss should be and is overruled, to which ruling an exception is allowed to defendants.

The Court further finds that plaintiff is entitled to remove its shops and divisions point from Sapulpa to West Tulsa, in the State of Oklahoma, upon the grounds and for the reasons stated in its said bills of complaint: that to deprive complainant of this right would cause great and irreparable loss to complainant and serious inconvenience to the traveling and shipping public; that the Corporation Commission of Oklahoma is without authority, in the situation here presented, to prevent such removal, and that such action on its part would, in the instant case, constitute a burden upon interstate commerce.

It is, therefore, CONSIDERED, ADJUDGED, AND DECREED, that the injunction and relief prayed for by plaintiff herein should be in all things granted and that the defendants, J. W. Lawrence, C. C. Taylor, Edwin Dabney, Attorney General of the State of Oklahoma, Frank C. Carter, Fred Capshaw and C. C. Childess, individually, and as members of the Corporation Commission of the State of Oklahoma, and all persons similarly situated, and all persons acting with or by the authority of any of said defendants, or as their successors, should be perpetually enjoined from proceeding further in a certain action pending before the Corporation Commission of the State of Oklahoma, wherein the said J. W. Lawrence and

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
MONDAY, MARCH, 12, 1928.

C. C. Taylor, are complainants and the St. Louis-San Francisco Railway Company is defendant, said cause being numbered 2812 of the Corporation Commission of the State of Oklahoma, which said action has as its purpose the prevention of the said St. Louis-San Francisco Railway Company from removing its shops and division point from the City of Sapulpa, and from putting into effect certain changes in the movements of its trains according to the Schedule put into effect by said Railway Company.

It is further ORDERED, ADJUDGED AND DECREED that said defendants, J. E. Lawrence, C. C. Taylor, Edwin Dabney, Attorney General of the State of Oklahoma, Frank C. Carter, Fred Capshaw and C. C. Childers, individually, and as members of the Corporation Commission of the State of Oklahoma, and all persons similarly situated, and all persons acting with them, their agents, servants, employees and successors, and all persons acting by or under their authority, or the authority of any of them, and all persons for whom the said J. E. Lawrence and C. C. Taylor appear in the said above described cause, so pending before the Corporation Commission of the State of Oklahoma, be and all of them are hereby enjoined and restrained from prosecuting, hearing or conducting, or permitting a hearing to be had, or taking or permitting any further proceedings in the above described cause of action now pending before the Corporation Commission, or any action of like nature; that said defendants and each and all of them, are hereby further restrained and enjoined from making, promulgating or enforcing, or causing to be made, promulgated or enforced, any order prohibiting the above named plaintiff from removing any of its shops or appurtenances thereto, its division point or any part thereof, or from changing the run of any of its trains named in the schedule above referred to, or from changing the run of any of the crews on said trains now in said schedule, or doing anything that will in any manner interfere with or prohibit plaintiff from removing its shops, or any appurtenances thereto, or its division point, or any part thereof, or in changing the run of any of its trains, or from interfering in any manner with the removal of said shops and division point as already made; that all costs accruing in said action, except such costs and expenses as have already been adjudged and taxed in favor of defendants by reason of the granting of the temporary injunction in this cause, shall be taxed against the defendants herein, and that plaintiff shall have execution therefor.

Tulsa, Oklahoma, March, 12, 1928.

Arba S. Van Valkenburgh, Circuit Judge.
Albert B. Reeves, District Judge.
W. E. Lemmer, District Judge.

RELEASED IN PART BY W. S. McCray Equity No.

UNITED STATES OF AMERICA, SS.

THE PRESIDENT OF THE UNITED STATES OF AMERICA

BY THE HONORABLE THE JUDGES OF THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OKLAHOMA.

((SEAL))

GREETING:

WHEREAS, lately in the District Court of the United States for the Northern District of Oklahoma, before you, ex parte of you in a cause between W. S. McCray, Plaintiff, and Sapulpa Petroleum Company, et al., Defendants, No. 26, In Equity, wherein the decree of the said District Court in said cause, entered, on the 11th day of August, A. D. 1926, was in the following words, viz:

"This matter coming on for hearing on the motion of the Sapulpa Petroleum Company by its receiver, J. A. Kelly, asking for an order to tax the costs of the receivership against W. S. McCray, and particularly to tax the allowance made by the court to Joe Knox, receiver, and particularly to tax the costs of the allowance made to W. E. Riddle as attorney for said Joe Knox as receiver, and the matter being presented to the Court.

In the District Court of the United States in and for the

NORTHWEST

District of

OKLAHOMA.

THIRTY-SESSION.

MUSKA, OKLAHOMA.

JANUARY, 1928, 12, 1928.

It is hereby ordered, decreed and adjudged by the court that the allowance made to the attorney Riddle, and paid to him by the receiver to be taxed against the plaintiff, W. S. McCray.

It is further ordered, by the Court that the amount paid to the receiver, Knox, and all other amounts paid out by the receiver, for labor and expenses in the operation of said properties, and heretofore paid out of the funds in his hands as receiver be not taxed against W. S. McCray to which the debt. excepts.

The amount paid to Knox as receiver being the sum of and the amount paid to W. E. Riddle as attorney, being the sum of sixteen hundred dollars.

It is further considered, ordered and adjudged that Sapulpa Petroleum Company and Pulp, its receiver, have and recover of W. S. McCray the sum of sixteen dollars, to which plaintiff, W. S. McCray, excepts.

The matter being further heard on the defendants' motion to require W. S. McCray to make written statement showing the amount of oil gas and other production taken and sold from the Cedar and Timothy leases together with any amount of equipment or property taken therefrom, from the 31st day of July, 1922, until the present time, he and the same is hereby overruled, the court holding that this is a matter of accounting in the case pending in the District Court of Creek County, Oklahoma, which case was formerly determined in the Supreme Court of Oklahoma, in which these two leases were involved, and in which partial accounting has been had; to all of which the defendants except.

W. E. Lennamer, Judge.

as by the inspection of the transcript of the record of the said District Court, which was brought into the United States Circuit Court of Appeals Eighth Circuit, by virtue of an appeal, agreeable to the act of Congress, in such case made and provided, fully and at large appears:

AND WHEREAS, at the September, term in the year of our Lord one thousand nine hundred and twenty-seven, the said cause came on to be heard before the said United States Circuit Court of Appeals, on the transcript of record from the said District Court, and was argued by counsel.

On Consideration Where of, it is not here ordered, adjudged and decreed by this Court, that the decree of the said District Court, in this cause be, and the same is hereby, reversed with costs; and that J. A. Pulp, Receiver of Sapulpa Petroleum Company, and Sapulpa Petroleum Company, have and recover against W. S. McCray the sum of Fifty and 95/100 Dollars for their costs in this behalf expended and have execution therefore.

And it is further ordered that this cause, be, and the same is hereby, remanded to the said District Court for appropriate action, in accordance with the opinion of this Court, to require J. H. Knox or W. S. McCray to account to the appellants for any amounts received by said Knox as fees as receiver of certain Oil Leases owned by the Sapulpa Petroleum Company.

September, 16, 1927.

You, therefore, are hereby commanded that such execution and further proceedings be had in said cause, in conformity with the opinion and decree of this Court, as according to right and justice and the laws of the United States, ought to be had, the said appeal notwithstanding;

WITNESS the Honorable William H. Taft, Chief Justice of the United States, the twelfth day of March, in the year of our Lord one thousand nine hundred and twenty eight.

Costs of Appellants,
Clerk \$30.95
Printing Record . . . Printed below.
Attorney... 20.00

E. E. Cook,

\$ 50.95

Clerk of the United States
Circuit Court of Appeals,
Eighth Circuit.

Court adjourned until March, 12, 1928.

In the District Court of the United States in and for the

NORTHERN
DISTRICT OF
OKLAHOMA.

District of
OKLAHOMA.

OKLAHOMA.
WEDNESDAY, MARCH, 13, 1928.

Court convened pursuant to adjournment, Tuesday, March, 13, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. D. Worfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

MANDATE IN RE: SEPULPA PETROLEUM CO.

UNITED STATES OF AMERICA, SS:

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO THE HONORABLE THE JUDGES OF THE DISTRICT
COURT OF THE UNITED STATES OF THE NORTHERN
DISTRICT OF OKLAHOMA.

((SEAL))

GREETING:

WHEREAS, lately in the District Court of the United States for the Northern District of Oklahoma, before you, or some of you in a cause between W. S. McCray, Complainant, and Sepulpa Petroleum Company, a Corporation, et al., Defendants, No. 113, in Equity, wherein the decree of the said District Court in said cause, entered on the 1st day of February, A. D. 1927, was in the following words, viz:

"This matter coming on for hearing on the complaint, answer and reply and the written motion of the Sepulpa Petroleum Company, through its receiver, J. A. Fulp, and the same being fully argued to the Court and the court being fully advised finds that the Sepulpa Petroleum Company is now in the hands of J. A. Fulp, receiver, appointed by the District Court of Creek County, Oklahoma, on August 1st, 1924, and that said receivership is still in existence in the District Court of Creek County, Oklahoma, and that the receiver has under the orders of the District Court of Creek County, Oklahoma, possession of all the properties of the Sepulpa Petroleum Company for the purpose of administration.

The Court further finds that even though this court might have jurisdiction to maintain a suit against the property of the Sepulpa Petroleum Company for the purpose of declaring a lien thereon that it would be improper to act in this case, but the parties should assert their lien in the receivership case in the state courts.

The court further finds it unnecessary to pass on the question of res adjudicata, limitations and estopped and other questions raised in the answer and acts in this matter solely on the ground of the existence of the receivership in this District Court of Creek County, Oklahoma, at the time this action was brought.

It is, therefore, considered, ordered and adjudged that complaint be dismissed for the reason and on the grounds of the receivership pending as aforesaid and the defendants herein recover their costs, to all of which the complainant assents.

Done in open court in Tulsa, this 13th day of March, 1928.

F. E. Kennamer,

U. S. District Judge.

as by the inspection of the transcript of the records of the said District Court, which was brought into the United States Circuit Court of Appeals for the Ninth Circuit, by virtue of an appeal, authorized by the act of Congress in such case made and provided, duly read and approved;

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

ORDINARY SESSION.

MUSKA, OKLAHOMA.

TUESDAY MARCH, 16, 1928.

AND WHEREAS, at the September, term in the year of our Lord one thousand nine hundred and twenty-seven, the said cause came on to be heard before the said United States Circuit Court of Appeals, on the transcript of record from the said District Court, and was argued by counsel.

On Consideration Whereof, it is now here ordered, adjudged and decreed by this Court, that the decree of the said District Court, in this cause be, and the same is hereby affirmed with costs; and that the sapulpa Petroleum Company, Mrs Dannie Ross Burnett as administratrix of the estate of B. B. Burnett, deceased, Mrs Dannie Ross Burnett, B. C. Burnett, Ethel P. Burnett, Cushing Petroleum Corporation, Anderson T. Herd, Virginia Trust Company, A. B. Hawes, and others similarly situated, have and recover against W. C. McCray the sum of Twenty Dollars for their costs herein and have execution therefor.

September, 16, 1927.

You, therefore, are hereby commanded that such execution and proceedings be had in said cause, as according to right and justice and the laws of the United States, ought to be had, the said appeal notwithstanding.

WITNESS, the Honorable William H. Taft, Chief Justice of the United States, the twelfth day of March, in the year of our Lord one thousand nine hundred and twenty-eight.

COST OF APPELLEES: PAID BY
APPELLANT.
FILING RECORD. PAID BY BELOW.
AGGREGATE.....\$20.00

E. E. Koch,

Clerk of the United States District
Court of Appeals Eighth Circuit.

FLORA WHITEBIRD, ET AL.,
Plaintiff.
vs.
THE EAGLE PITCHER LEAD COMPANY,
Defendants.

178 E.C.

On this 13th day of March, 1928, the above entitled cause comes on for trial. Plaintiff is represented by their attorneys, C. B. Ames, B. A. Ames and M. A. Whipple and the defendants by their attorneys, A. C. Wallace, Atlee Pomoren, A. E. Spencer, Vern E. Thompson and Ray McNaughton. Counsel for plaintiff, C. B. Ames, makes opening statement for plaintiffs and A. C. Wallace for defendants. Now at this time plaintiffs introduce their testimony and exhibits Nos. 23 to No. 110 inclusive, and J. E. Seffecool is sworn and testifies in behalf of plaintiffs, and thereafter plaintiff rests. Comes now, Mr Vern E. Thompson and moves the Court to quash summons of White Bird Mining Co, which motion is heard by the Court and sustained, and plaintiff is granted time to get proper service in said matter. Comes now the defendants and move the Court separately to Dismiss said cause, which is heard by the Court and overruled, and exceptions allowed. Now at this time comes Frank Childers individually and moves the Court to Dismiss said cause, which motion is heard by the Court and sustained. Comes now the defendants and present their testimony and evidence and testimony of exhibits are offered. The hour for the adjournment of Court having arrived it is ordered that said cause be continued to March, 14, 1928.

Court adjourned until March, 14, 1928.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

8 FIRST SESSION.

TULSA, OKLAHOMA.

WEDNESDAY, MARCH, 14, 1936.

MANDATE - FEWELL VS. TIGER

UNITED STATES OF AMERICA, SS.

THE PRESIDENT OF THE UNITED STATES OF AMERICA,

To the Honorable the Judges of the District Court
of the United States for the Northern District
of Oklahoma.

((SEAL))

GREETING:

WHEREAS, lately in the District of the United States for the Northern District of Oklahoma, before you, or some of you in a cause between Joe H. Tiger, Complainant, and William H. Fewell, et al, Defendants, No. 164, in Equity, wherein the decree of the said District Court in said cause, entered on the 20th day of October, A. S. 1936, was in the following words, viz:

"This cause coming on to be heard by the Court and being heard on the 20th day of October, 1936, upon the answers and motions to dismiss filed by the various defendants herein, and it appearing to the court that answer has been made through Luther H. Eakes, solicitor for W. H. Fewell, J. W. Burgess, Lora Peebles, Dale Peebles, Marie Gregg (nee Peebles), J. A. Seckatz, C. J. Hindman, Mabel Marsh and Susan B. Marsh, in the nature of a plea in bar, and to the sufficiency of the bill, asserting that the amended bill of complaint does not state facts sufficient to constitute a cause of action or to involve the jurisdiction of this court; and that there is no equity in the bill; and pleading a former adjudication of the identical issues between the same parties, or their predecessors in title, a stipulation in writing having been made and filed in the record, between the complainant and the defendants named in the said answer, wherein it is stipulated and agreed that the exhibits attached to the answer of the defendants named are true and correct copies of the portion of the record which they purport to identify; of which matters are pleaded in bar of the purported cause of action in the amended bill contained, and praying the direction of the court before further answering therein;

And it further appearing that answer has been made and filed by the said Luther H. Eakes, solicitor making substantially the same defense for the following named defendants, to-wit: Mabel Kurrell, W. H. Rogers, George F. Beatty, R. C. Bagle, and his wife, Estelle Bagle, Muriel Hatchin Lee, Will Lee Cunningham, Estelle J. Johnson, and Emma A. Smith, C. S. Mason, Fred Montgomery, Martha L. Fletcher and Julia V. Fletcher; and that further separate answers have been made alleging substantially the same matters of defense as W. H. Fewell, J. W. Burgess, Lora Peebles, Dale Peebles and Marie Gregg (nee Peebles), by the following to-wit: Chas E. Braden, Eiva Braden, and Lynn Braden by their solicitors, Allen Underwood & Smith; Homer C. Kunkle by his solicitors, Allen Underwood & Smith, E. A. Muller by his solicitors, Allen Underwood & Smith, E. A. Muller by his solicitor, C. C. Spillers, Grover C. Spillers per se; Albert H. Coates and I. C. Martin separately by their solicitor, E. E. Brown and Georgia State Savings Association by its solicitor, C. R. Shurewell;

And it further appearing that certain motions to dismiss on the ground that the bill failed to state sufficient facts to constitute cause of action, and other grounds, have been filed as follows, to-wit: Julius and Augusta Jacobson, and S. S. Latofsky and Annie Latofsky, separately by their solicitor Ben Kochman; A. D. Applegate and C. Platt, separately by their solicitors, Randolph Laver, which Bridges; Midland Valley E. L. Company, by its solicitors, C. E. Swan, Chester Russell and James Arthur Sutton, by his solicitor, A. E. East; and United States Mortgage and Trust Company by its solicitors, in open and viva voce testimony in court; and each of said parties filing such motion, appearing by their solicitors in open court at the date of filing the same and admitting in substance of the pleading contained in the answer of W. H. Fewell, J. W. Burgess, Lora Peebles, Dale Peebles, and Marie Gregg (nee Peebles), with the further assertion that the said parties, and their predecessors or successors in title or interest, have made no objection to the

In the District Court of the United States in and for the

District of

OKLAHOMA

former action on the part of the defendant which is pled as an answer and defense in such answer:

And it further appearing that the defendant Joseph H. Tiger and Loan Association has appeared by its solicitors, Bell & Bellows and filed disclaimer of any interest or claim to the parties described in the petition:

And it further appearing that the Security Building and Loan Association, which originally filed its action to dismiss, has through its solicitors Carroll, Jameson & Severson, filed its disclaimer of any claim or interest in the property described in complainant's petition;

And it further appearing that the following named parties defendant have been duly and legally served with subpoena issued from this court and duly returned and filed, and have failed to make any appearance herein, and that the time limit for such appearance or answer has expired, to-wit: M. J. Peosall, Lillian Muskovitz, J. E. Guisenberry, Fred H. Mott, H. G. Stetson, V. K. Allen, William Kopp, A. H. Christian, C. F. Mainburg, Spitzer-Rorick Savings Bank, a corporation, John R. Skinner;

And it further appearing that the following named parties defendant have not been legally served and are not before the court, to-wit: Nettie London, C. J. Wrightsman, J. T. Collins, Sussie E. Ewing, Tulsa Traction Company, Clara K. Lyons and Marie B. Bell;

And the issues thus made between the complainant, Joe Tiger, and the various defendants, duly and legally before the court, on their separate answers and pleadings, were presented and the said stipulation, between the complainant, Joe Tiger, and the defendant, J. H. Dewell and others, was presented by defendants, and a certified copy of an order of dismissal was presented by complainant, and considered and after argument of counsel, and full hearing, the court being fully advised in premises, the issues are found in favor of the defendants and against the complainant.

It is therefore considered, ordered adjudged and decreed by the court that the alleged cause of action set forth in complainant's bill has been fully and completely adjudicated in the former action concerning the same subject matter, and between the same parties, or their privies in title or interest, and that all of the issues tendered in the bill have been finally determined in said former adjudication against the complainant herein; and that judgment in said former cause is a full and complete bar to the cause of action alleged herein, and, as against the defendants who have appeared and filed their answers or pleadings herein, the said bill is hereby dismissed, at the cost of the complainant; and the title of the said defendants is hereby quieted in them as against the said complainant, Joe H. Tiger, and as against all persons claiming or through him, and the said complainant, Joe H. Tiger, his heirs and assigns are forever restrained and enjoined from in any way interfering with the title and possession of the said answering defendants, in and to premises described in the complaint; to all of which the said complainant, Joe H. Tiger, through his solicitors, Neff & Neff, excepted at the time of trial, and now excepts and assigns the same as error,

It is further considered, ordered, adjudged and decreed by the court that the defendants M. J. Peosall, Lillian Muskovitz, J. E. Guisenberry, Fred H. Mott, H. G. Stetson, V. K. Allen, William Kopp, A. H. Christian, C. F. Mainburg, Spitzer-Rorick Savings Bank a corporation, and John R. Skinner, hereinbefore named, who have been duly and legally served with subpoena issued out of this court, and return thereof made and filed, but have failed to make answer or other appearance herein within twenty days after the date of service of the subpoena, excluding the day of service, are in default, and as such defendants, the bill of the complainant, Joe H. Tiger is taken as confessed; and as against the defendants who have not appeared in this cause, and who have not been duly and legally served with subpoena, and are not now before the court the complainant shall have and take nothing.

And the complainant in open court and in the presence of the attorneys for the defendants gives notice of appeal from this decree to the Circuit Court of Appeals for the Eighth Judicial Circuit, and files assignment of errors, and the appeal bond is fixed at \$500.00, and is by the complainant given and the appeal is allowed.

Given under the hand of the court this 20th day of October, 1926.

E. E. Penninger, Judge.

207

In the District Court of the United States in and for the

NORTHERN
 DISTRICT OF
 ILLINOIS
 CHICAGO, ILLINOIS.
 EVENING SESSION
 WEDNESDAY, MARCH, 14, 1928.

as by the inspection of the transcript of the record of the said District Court, which was brought into the United States Circuit Court of Appeals, Eighth Circuit, by virtue of an appeal agreeably to the act of Congress, in such case made and provided, fully and at large appears;

And whereas, at the September term, in the year of our Lord one thousand nine hundred and twenty-seven, the said cause came on to be heard before the said United States Circuit Court of Appeals, on the transcript of record from the said District Court, and was argued by counsel.

On Consideration Whereof, it is now here ordered, adjudged and decreed by this Court, that the decree of the said District Court, in this cause be, and the same is hereby, affirmed with costs; and that Willie M. Jewell, and other defendants, have and recover against Joe H. Tiger the sum of Twenty Dollars for their costs herein and have execution therefor.

November, 14, 1927.

You, therefore are hereby commanded that such execution and process be had in said cause, as aforesaid, by right and justice, and the laws of the United States, ought to be had, the said appeal notwithstanding.

WITNESS, the Honorable William H. Taft, Chief Justice of the United States, the twelfth day of March, in the year of our Lord one thousand nine hundred and twenty-eight.

Cost of Appellees: paid by Appellant.
 District Record...Printed below.
 Attorney. \$20.00

\$20.00

E. C. Nock,

Clerk of the United States Circuit
 Court of Appeal Eighth Circuit.

UNITED STATES,	Plaintiff.	}	
vs.			191 E.
Wm. A. S. MAUS,	Defendant.		

On this 14th day of March, 1928, it is by the Court ordered that the suspension of jail sentence imposed against defendant in above entitled cause be continued to March, 17, 1928.

MORA WHITEHEAD, et al.,	Plaintiffs.	}	
vs.			178 E.
EAGLE TIGER LEAD COMPANY,	Defendant.		

On this 14th day of March, 1928, the above entitled cause came on for further hearing. All parties are to rest as before and counsel as before. Now at this time defendants present testimony and evidence. The Court appoints J. B. Ames as next friend for the plaintiff in this cause. Plaintiff and defense are to rest, and thereafter closing arguments for plaintiff are presented by J. B. Ames. The hour for the adjournment of court having arrived it is by the Court ordered that said cause be continued to March, 17, 1928, and that counsel to try be listed herein as follows:

In the District Court of the United States in and for the

NORFOLK

District of

OKLAHOMA

REGULAR SESSION

TULSA, OKLAHOMA

WEDNESDAY, MARCH 14, 1928.

IN THE UNITED STATES DISTRICT COURT OF THE
NORFOLK DISTRICT OF OKLAHOMA.

FLORA WHITEBIRD, ROBERT EARNE WHITEBIRD,
A MINOR, WHO SUES BY FLORA WHITEBIRD, HIS
MOTHER AND NEXT FRIEND: HELEN IRVING WHITEBIRD
A MINOR, WHO SUES BY FLORA WHITEBIRD, HER GRAND
MOTHER AND NEXT FRIEND: ANTOINETTE GREENBACK,
ALPHONSO GREENBACK, ALEX GREENBACK BROTHER,
LULU MAY GREENBACK STAMP, ROBERT GREENBACK KING,
JOHN GREENBACK, A MINOR, WHO SUES BY ALPHONSO
GREENBACK, HIS BROTHER AND NEXT FRIEND: WOODROW
WILSON GREENBACK, A MINOR, WHO SUES BY ALONSO
GREENBACK, HIS NEXT FRIEND,

Plaintiffs,

vs.

THE EAGLE-PICHER LEAD COMPANY, BEST MINING
COMPANY, COMMONWEALTH MINING COMPANY,
GEORGE W. BECK, JR., HEITNER MINING COMPANY,
WHITEBIRD MINING COMPANY, MINE ADDRESS LEAD
& MINING COMPANY, CONSOLIDATED LEAD & MINING
COMPANY, BLACK EAGLE MINING COMPANY,
FRANK CHILDRESS, TRUSTEE, LINGS MINING COMPANY,
VORTEZ MINING COMPANY, CORTEZ-KING BRAND MINING
COMPANY, FRANK CHILDRESS, F. W. EVANS, AND
THE LUCKY KID MINING COMPANY.

Defendants.

Equity
No. 178

ORDER APPOINTING NEXT FRIEND.

It appearing to the court during the trial of this cause from
a personal examination of the complainants that they are incompetent and
should be represented in the further proceedings

It is Ordered, that C. B. Ames, Esq., of Oklahoma City, Ok.,
and he is, hereby appointed next friend for each of the complainants,
and as such next friend is authorized to further continue the prosecu-
tion of this case.

Dated at Tulsa, Oklahoma, March, 14, 1928.

F. E. Menninger, Judge.

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

STANDARD ASBESTOS MANUFACTURING AND
INSULATING COMPANY, A CORPORATION,
GEORGE M. RYDER AND BEN C. HAYLER,

Complainant.

vs.

SOUTHWEST FLEXIBLE FORM COMPANY,
A CORPORATION, AND W. L. WALLER,

Defendants.

In Equity

No. 315.

TEMPORARY INJUNCTION.

This cause came on to be heard upon the motion duly made for
temporary injunction herein upon the bill of complaint duly verified and
filed upon the affidavit of G. M. Ryder and Owen Owen, herein as solicitor
for the complainants and E. M. Conner, appearing as solicitor for the

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.

REGULAR SESSION. TULSA, OKLAHOMA. FRIDAY, MARCH, 16, 1933.

Court convened pursuant to adjournment, Friday, March, 16th., 1933, at 9:30 A. M. Present:

Hon. H. E. Lenneman, Judge U. S. District Court.
H. F. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

IN THE DISTRICT COURT OF THE UNITED STATES
ON THE NORTHERN DISTRICT OF OKLAHOMA.

HARVEY HOSEY, et al., Plaintiffs,
vs.
JAMES C. SHAPIRO, et al., Defendants.
No. 238 Equity.

ORDER RELATIVE TO ADMISSION TO INTERVENE.

Now on this 16th day of March, 1933, was heard the motion of Charlie Brown, Pauline Brown, Henryetta Brown and Mary Brown, minors, by their next friend and legal guardian, the said Charlie Brown, for an order permitting them to intervene and plead in this cause, the tender issue against the plaintiffs and defendant and all other intervenors, by their pleadings as to their rights and interests in and to the subject matter of this cause.

The Court, after hearing and considering said motion, finds that as a matter of right the said movants should be permitted to intervene as stated in said motion, and that it is to the interest of all parties to this cause that said movants be granted the rights as parties in this cause to prove their claim in and to the subject matter of said cause, that it may be adjudicated and finally determined.

IT IS THEREFORE ORDERED that said movants, Charlie Brown, Pauline Brown, Henryetta Brown and Mary Brown, minors, by their next friend and legal guardian, the said Charlie Brown be, and hereby are permitted to file their plea of intervention herein against the plaintiffs, defendants and all other intervenors, within 10 days from date of this order.

H. E. Lenneman, Judge.

JAMES T. BUILDING CO., Plaintiff,
vs.
JOHN L. SMILEY, et al., Defendants.
206 Equity.

On this 16th day of March, 1933, it is by the Court ordered that the above entitled cause be continued to March, 27, 1933.

Courtroom Building, Tulsa, Okla.

In the District Court of the United States in and for the

NO. 12345
EQUITY SESSION.

District of
COLUMBIA, D. C.

COMMENCEMENT
WEDNESDAY, MARCH 17, 1936.

Court convened pursuant to adjournment, Saturday, March, 17th
1936, at 9:30 A. M. Present:

Hon. J. E. [Name], Judge of U. S. District Court.
H. B. [Name], Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to
wit:

UNITED STATES, Plaintiff.)
vs.) "293 E.
MRS A. W. HARRIS, Defendant.)

On this 17th day of March, 1936, it is by the Court ordered
that the application to suspend jail sentence in above entitled cause
be overruled and that writ of error granted herein.

APARTMENT BUILDING CO., Plaintiff.)
vs.) 308 Equity.
JOHN L. SMILEY, ET AL., Defendants.)

On this 17th day of March, 1936, it is by the Court ordered
that the Motion to Dismiss filed in above entitled cause be taken un-
der advisement and that attorneys herein be required to submit authori-
ties of law.

Court adjourned until March, 18, 1936.

In the District Court of the United States in and for the

NORTHERN DISTRICT OF OREGON. EQUITY SESSION. TULSA, OREGON. MARCH, 19, 1938.

Court convened pursuant to adjournment, Monday, March, 19, 1938, at 9:30 A. M. Present:

Hon. E. E. Penman, Judge of U. S. District Court. H. D. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

IN THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF OREGON.

GMSY OIL CO., a CORP., Complainant, vs. JACKSON BARNETTE, Defendant. No. 150 Equity.

O R D E R.

Upon Application of W. B. Stewart, Guardian Ad Litem, for the Defendant, Jackson Barnett and for good cause shown, the time within which said Guardian Ad Litem has to answer is hereby extended twenty (20) days from date hereof.

Dated this 19th day of March, 1938,

E. E. Penman, Judge.

Court adjourned until March, 20, 1938.

In the District Court of the United States in and for the

NORTHWEST

District of

OKLAHOMA

Equity Session.

MUSKOGEE, OKLAHOMA.

Tuesday, March 20, 1936.

Court convened pursuant to adjournment, Tuesday, March 20,

1936, at 9:30 A.M. Present:

Hon. W.E. Pennington, Judge of U. S. District Court
H. L. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered,
to-wit:

IN THE DISTRICT COURT OF THE UNITED STATES
OF THE NORTHWESTERN DISTRICT OF OKLAHOMA.

THE UNITED STATES OF AMERICA,
Plaintiff,

vs.

C. G. SHULL, BANK COMMISSIONER
OF THE STATE OF OKLAHOMA,

Defendant.

No. 506 Equity.

O R D E R.

Now on this 20th day of March, 1936, a certain stipulation having been filed herein by the parties hereto, agreeing that an order of this Court may be entered in lieu of a temporary restraining order, directing that the above named defendant, C. G. Shull, shall hold separate and apart the funds herein sued for, pending an adjudication hereof, and pursuant to the terms and tenor of such stipulation; and the Court, after due consideration, finds that it is fit and proper that said stipulation be entered into, and that an order be entered in pursuance thereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendant C. G. Shull, Bank Commissioner of the State of Oklahoma, hold separate and apart, and deposit, with proper security, in some bank approved by the parties hereto, pending the determination of this cause, from the assets of the First State Bank of Jenks, Oklahoma, the sum of \$450.40; from the assets of the Fidelity Bank of Grove, Oklahoma, the sum of \$458.77; from the assets of the Oklahoma State Bank, Jennings, Oklahoma, the sum of \$520.90, and from the assets of the Bank of Apperson, Apperson, Oklahoma, the sum of \$920.19, all of which said sums, and the total thereof, to be held subject to the further order of this Court.

W. E. Pennington, Judge.

Louis H. Stivers,
Attorney for Plaintiff

C.H. Kirby Fitzpatrick.

Court adjourned until March 21, 1936.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
INDIANA.

270
WEDNESDAY, MARCH, 21, 1938.

Court convened pursuant to adjournment, Wednesday, March, 21,
1938, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered,
to-wit:

JESSIE BUNNER, Plaintiff, }
vs. } 510 Eq.
A. H. STAPLES, ET AL., Defendants. }

On this 21st day of March, 1938, the above entitled cause comes
on for further hearing upon Motion to Dismiss, heretofore filed herein.
The plaintiff and the defendants present further testimony and proof
and rest. Whereupon, it is by the Court ordered that the Motion to
Dismiss said cause be and same is hereby taken under advisement. And
it is further ordered by the Court that said cause be continued to 1:30
P. M. March, 23, 1938.

Court adjourned until March, 22nd, 1938.

In the District Court of the United States in and for the

NORTHWEST DISTRICT OF OREGON. WHEEL, OREGON. THURSDAY, MARCH, 22, 1938.

Court convened pursuant to adjournment, Thursday, March, 22, 1938, at 9:50 A. M. Present:

Hon. J. N. Cannon, Judge of U. S. District Court. R. W. Warfield, Atty., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

IN THE MATTER OF THE ESTATE OF CHARLES A. COAKLEY, RECEIVER FOR THE NORTHWEST DISTRICT OF OREGON.

A. B. C. DAGUE, Plaintiff. vs. ANTEC OIL COMPANY, INC., Defendant. OIL WELL SUPPLY COMPANY, Intervenor. No. 70 Equity.

ORDER.

BE IT REMEMBERED, that now on this 22 day of March, A. D. 1938, the above entitled action coming on to be heard upon the application of Charles A. Coakley, Receiver, for permission and authority to pay the balance due the Bell Oil & Gas Company, out of the funds in his hands upon its claim against the Antec Oil Company; all parties being present by their counsel and the court being fully advised in the premises that said claim should be allowed and paid and that the securities which are pledged to secure said claim should be returned to their lawful owner.

IT IS THEREFORE BY THE COURT, ORDERED AND DECREED, that the Receiver be and he hereby is ordered and directed to pay out of the funds in his possession the sum of \$1,251.27 which is the balance due the said Bell Oil & Gas Company of and from the Antec Oil Company and that the said Receiver should demand and receive a receipt evidencing the payment of said claim in full.

IT IS FURTHER ORDERED BY THE COURT that the securities pledged to secure said claim be and the same hereby are ordered to be returned to their lawful owner; to-wit: FAWNEE OIL PRODUCTION COMPANY.

F. E. HERRMANN, United States District Judge.

APPROVED BY:

A. B. C. Dague, By Lashley & Rambo, Roe & Bandy, Attorneys. Fawnee Oil Production Co., Thomas F. Kelley, R. A. Welch, & Estate of L. A. Carlton. By H. A. Gibson, Their Attorney. J. H. Gray, By Roy F. Ford, Attorney. Continental Supply Co. By R. W. Hallowell, Attorney. Oil Well Supply Co. By Randolph, Haver, Shirk & Bridges, Attorneys. Frick-Reid Supply Co. By Aby C. Tucker, Attorneys. Black-Sivalls & Bryson, By Randolph, Haver Shirk & Bridges, Attorneys.

Court adjourned until March, 23rd, 1938

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

FRIDAY, MARCH, 22, 1928.

Court convened pursuant to adjournment, Friday, March, 22nd, 1928, at 9:30 A. M. Present:

Hon. F. E. Leonard, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

B. A. BERSHAW, AS RECEIVER FOR THE FIRST COEE-SECURITY NATIONAL BANK, A CORPORATION, Plaintiff.

vs.

WETA B. DIRICKSON, Defendant.

No. 210 Equity.

ORDER AUTHORIZING RECEIVER TO DEFEND AND TO EMPLOY ATTORNEYS TO REPRESENT HIM.

The above entitled matter coming on upon application of the receiver, Granville A. A Rogers, and instructions and directions in suit No. 7652 filed in the District Court of Rogers County, Oklahoma, entitled Walter E. Nichols and Charles A. Nichols, plaintiffs and Granville A. Rogers, Receiver, et al., defendants, and the court being duly advised in the premises, it is ordered by the court that the said Granville A. Rogers, as receiver of the property involved in this action having heretofore been appointed by the court and having qualified, he and he is hereby authorized and directed to defend the suit filed in the District Court of Rogers County, State of Oklahoma, wherein Walter E. Nichols and Chas. A. Nichols are plaintiffs and Granville A. Rogers, Receiver, et al, are defendants, being No. 7652.

IT IS FURTHER ORDERED by the Court that said Receiver employ counsel to represent him in said matter if he so deems it advisable.

In witness whereof, I have hereto set my hand.

F. E. Leonard, District Judge.

JOHN W. DYKES, Plaintiff.

vs.

G. A. LITTLE, ET AL. Defendants.

187 Eq.

On this 23rd. day of March, 1928, it is by the Court ordered that the defendants in above entitled cause be granted thirty days from date additional time in which to file a demurred answer.

In the District Court of the United States in and for the

WESTERN
COURT SESSION.

District of
OKLAHOMA, S.W. DISTRICT.

OKLAHOMA.
TULSA, OKLA., 25, 1926.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE TERRITORY AND DISTRICT OF OKLAHOMA.

MERIE S. HARR, et al.

Plaintiffs.

vs.

THE TULSA STREET RAILWAY COMPANY,
A CORPORATION.

Defendants.

No. 11 Equity.

O R D E R.

Now, on this 13rd. day of March, 1926, the "Petition of Dora Cargill for Leave to Sure Receiver," filed in the above named and numbered action, having been examined by this Court: and it appearing to this Court, that the petitioner in said petition, Dora Cargill, is entitled to institute suit against the Tulsa Street Railway Company, a corporation, the defendant hereinabove named, and against C. Kline, the duly appointed Receiver for said Defendant, upon the cause of action stated and set out in said petition:

NOW, WHEREFORE: it is hereby ordered that the said petitioner therein named, Dora Cargill, is hereby granted leave and permission to institute suit against said Defendant, the Tulsa Street Railway Company, and against said C. Kline, the duly appointed and acting Receiver for said Company, which said suit is to be instituted in the District Court of Tulsa County, State of Oklahoma, or in any other court of competent jurisdiction in said County and State.

D. W. Cannon,

Judge.

Court adjourned until March, 24, 1926.

In the District Court of the United States in and for the

NORTHERN
DISTRICT
EQUITY SESSION.

District of
MUSKOGEE, OKLAHOMA.

OKLAHOMA.
SATURDAY, MARCH 24, 1928.

Court convened pursuant to adjournment, Saturday, March 24,
1928, at 9:00 A. M. Present:

Hon. F. E. Homaner, Judge of U. S. District Court.
H. E. Chatfield, Esq., Clerk of U. S. District Court.

Whereupon, the following proceedings were had and entered,
to-wit:

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

J. L. EVERS,	Plaintiff,	}	vs. Eq.
vs.			
MIRKA CHATFIELD, ET AL.	Defendants.		

ORDER SETTING HEARING ON CROSS-PETITION FOR
PARTITION OF LANDS.

Now on this 24 day of March, 1928, comes on for hearing the
application of Mintie Chatfield, Effie Chatfield, Curtis Chatfield, He-
land Miller, Billie Chatfield, Lester Miller, Mary Anderson, Bertie Mc-
Clinton and Ben Miller, asking that their cross-petition seeking parti-
tion of the lands involved in the above entitled cause of action be set
down for hearing and for good cause shown, it is hereby ordered that the
cross petition of the said Mintie Chatfield, Effie Chatfield, Curtis Chat-
field, Heland Miller, Billie Chatfield, Lester Miller, Mary Anderson,
Bertie McClinton and Ben Miller for partition of the lands in the above
entitled cause be and the same is hereby set for hearing on the 15th day
of April 1928, at the hour of 10 o'clock A. M.

Done in open court the day and year first above written,

F. E. Homaner,
Judge.

Court adjourned until March, 25th, 1928.

In the District Court of the United States in and for the

WONNAMESI

District of

OKLAHOMA

REGULAR SESSION.

OKLAHOMA, OKLAHOMA

MARCH, 1928, 1928, 1928, 1928.

Court convened pursuant to adjournment, Monday, March, 26th, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U.S. District Court.
H. B. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OKLAHOMA, CITY OF TULSA.

THE APARTMENT BUILDING COMPANY, A CORPORATION, COMPLAINT. vs. JOHN L. SMILEY, AS COUNTY TREASURER, D. A. ROBE, AS COUNTY ASSESSOR AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, STATE OF OKLAHOMA. Respondents. No. 508 Equity.

JOURNAL ENTRY.

DEFENDING MOTION TO DISMISS COMPLAINT'S BILL.

Now on this 26th day of March, 1928, comes on for decision the Motion to Dismiss complainant's bill heretofore by Respondents filed in this Cause, the same having been argued by counsel on the 17th instant, and the Court being now well and fully advised in the premises, it is therefore,

ORDERED, ADJUDGED AND DECREED that said Motion to dismiss said Bill, is in all things denied, to which order of Court, respondents except, Five days granted defendants to answer.

F. E. Kennamer, District Judge.

O.H. Bryan Kirkpatrick, County Attorney.

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

JOHN H. DYLES, RECEIVER OF THE FIRST NATIONAL BANK OF SANDERS, OKLAHOMA. Plaintiff. vs. E. B. REED, ET AL., Defendants. Equity No. 43

ORDER ON PETITION OF MASTER.

Now on this 26 day of March, 1928, comes on for hearing the petition of John B. Reserve heretofore appointed Special Master in this cause, for an order of this court fixing and allowing his compensation

In the District Court of the United States in and for the

NORTHERN DISTRICT of OKLAHOMA. TULSA, OKLAHOMA. MARCH, 26, 1928.

for his services rendered as such Special Master in this cause, and the Court after hearing said application finds that the sum of Twenty-five Hundred Dollars should be allowed in full compensation for his services herein, it is therefore

Considered and adjudged that the sum of Twenty-five Hundred Dollars be and hereby is allowed to said John B. Reserve in full compensation as Special Master, credit to be allowed thereon for any unexpired monies now in the hands of said Special Master, which were heretofore advanced by the parties hereto and the plaintiff is hereby ordered and directed to pay to said John B. Reserve the said sum of Twenty-five Hundred Dollars, less said credits; the final order touching the apportioning of the costs of this case to be made upon final hearing.

R. E. Tennamer, Judge.

C. E. Jno. H. Dykes.

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

ATHENS-DEKAS OIL COMPANY, A CORPORATION, AND INDEPENDENT GASOLINE OIL COMPANY, A CORPORATION.

Complainants.

vs.

No. 231 Equity.

JOSEPH GAMES, GLENN O. YOUNG AND SAMUEL L. LUBELL, AS TRUSTEES.

Respondents.

ORDER REGARDING A COMMISSIONER TO TAKE DEPOSITIONS.

This cause coming on to be heard on this 26 day of March, 1928, upon the application of the complainants herein for the appointment of a Commissioner or Examiner to take the deposition of certain witnesses in this cause, to-wit: Wallace Mitchell, Joseph Gibson and D. L. Berryhill, and other witnesses material in this action, alleged to be material witnesses in this cause, and the court being advised in said petition, finds that said application should be granted and that R. E. Simpson of Okmulgee in the County of Okmulgee, State of Oklahoma, should be appointed as Commissioner or Examiner to take said depositions.

It is therefore hereby ordered that the application be and the same is hereby granted and that R. E. Simpson aforesaid is hereby appointed Commissioner or Examiner to take the deposition of said witnesses above named, as well as others who are called by the complainants before said Examiner upon notice given to the respondents served upon their solicitors of record at least five days prior to the date of taking said depositions stating the time and place, as nearly as can be stated, when and where such depositions will be taken.

It is further ordered that said Commissioner proceed to take said depositions, pursuant to the rules to be given hereunder, and said Commissioner is hereby authorized to take a reporter or stenographer with him who may take said depositions in shorthand or to scribe the same and return such depositions into this court in a reasonable time after the taking of the same.

It is further ordered that the parties hereto be without prejudice a certain time to time, after the filing of this order, and the same are cancelled.

R. E. Tennamer, Judge.

In the District Court of the United States in and for the

HONORABLE
E. B. BERRY, District Judge.

District of
Columbia, D. C.

OFFICE NO.
WEDNESDAY, MARCH 17, 1928.

Court convened pursuant to adjournment, Tuesday, March 13, 1928, at 9:00 A. M. Present:

Hon. E. B. Berryman, Judge of U. S. District Court.
E. E. Garfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and orders, to-wit:

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA.

JOHN FALLEAF AND
SALLIE FALLEAF, Plaintiffs.

vs.

FRED FALLEAF, THE AKIN OIL COMPANY,
A CORPORATION, AND THE KEENER OIL
& GAS COMPANY, A CORPORATION,

Defendants.

No. 848 Equity.

D E C R E E.

On this 11th day of January, 1928, this cause came on for hearing on the merits, plaintiff appearing in person and by his counsel, Norman Barker; the defendant Fred Falleaf appearing in person and by Shipman C. Lewis and the defendants, the Akin Oil Company, a Corporation, and the Keener Oil & Gas Company a corporation, appearing by H. E. Nicholson, and Ramsey, deBeules, Martin & Logan, their attorneys.

Whereupon evidence was introduced by the parties and this cause continued for further hearing to the 27th day of March, 1928.

And now on this 27th day of March, 1928, this cause came on for further hearing and was argued by counsel and thereupon upon consideration of the evidence and argument of counsel, the Court finds the issues in this case in favor of the plaintiffs and against the defendant Fred Falleaf and against the plaintiffs and in favor of the defendants, The Akin Oil Company, a corporation, and the Keener Oil and Gas Company, a corporation.

IT IS THEREUPON ORDERED, ADJUDGED AND DECREED as follows:

FIRST: That the plaintiffs John Falleaf and Sallie Falleaf do have and recover of and from the defendant Fred Falleaf, the following described property situate in Washington County, Oklahoma, to-wit:

The Southeast Quarter of the Southwest Quarter of Section 2, Township 20, North Range 13, East.

together with all royalty money accruing from said property now held by the Superintendent for the Five Civilized Tribes at Muskogee, together with any bonds or securities held by said Superintendent derived from or purchased with royalty moneys, from said property received by him.

To which finding the judgment of the Court, the defendant Fred Falleaf excepts and in open court gives notice of appeal.

SECOND: It is further ordered, adjudged and decreed that the plaintiffs take nothing by this action as against the defendant, The Akin Oil Company, and the Keener Oil & Gas Company, and that said defendants be hence dismissed with their costs without day.

In the District Court of the United States in and for the

NORTHWESTERN

District of

OKLAHOMA.

EMERGENCY SESSION.

TULSA, OKLAHOMA.

WEDNESDAY, MARCH, 27, 1936.

To which finding and judgment the plaintiffs, John Falleaf and Sallie Falleaf except and in open court give notice of appeal.

F. E. Kennamer,
Judge.

O. L. Shipman & Lewis,
Atty's for Fred Falleaf
Wm. Norman Baker,
Attorney for John Falleaf.
H. E. Michaelson, Ramsey, deCadeles
Martin E Logan.
Attorneys for Defendants The Alvin Oil Co.
and the Keener Oil & Gas Company.

ORDER PRO-CONFESSO.

IN THE DISTRICT COURT OF THE UNITED STATES
OF THE NORTHWESTERN DISTRICT OF OKLAHOMA.

UNITED STATES }
Plaintiff. }
vs. } E. Shea No. 286
JAMES H. REDDRED, & }
E. SHEA, }
Defendants. }

ORDER PRO-CONFESSO.

Now comes the complainant, by its solicitors, and elects to take order pro confesso against E. Shea for failure to plead or answer.

Dated this 27th day of March, 1936.

H. W. Springfield, Clerk,
H. T. James, Deputy Clerk.

WITNESSE.

TO THE CLERK OF SAID COURT.

Enter the above in the Order Book in E. City of said Court.

Lois E. Stivers,
Solicitor for Complainant.

JESSIE BAUMER, Plaintiff, }
vs. }
H. H. STAPLES, ET AL., }
Defendant. }

On this 27th day of March, 1936, the above entitled cause comes on for further hearing and plaintiff and defendant introduced their testimony. Whereupon, it is by the Court ordered that cause be continued to March, 30, 1936.

In the District Court of the United States in and for the

NORFOLK
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
WEDNESDAY, MARCH, 28, 1928.

Court convened pursuant to adjournment, Wednesday, March, 28th, 1928, at 9:00 A. M. Present:

Hon. F. E. Konnamer, Judge of U. S. District Court.
H. L. Garfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

CONTACT FILTRATION COMPANY,)
A CORPORATION, Plaintiffs,)
vs.) No. 300 Equity.
PIERCE PETROLEUM CORPORATION,)
Defendants.)

O R D E R.

On this 28 day of March, A. D. 1928, comes on the application of the plaintiff, Contact Filtration Company, a corporation, for an extension of time to and until April, 26th, 1928, to prepare and file its interrogatories herein, and it appearing to the court that the parties have stipulated in writing for such extension, and that said stipulation, omitting caption and signatures, is in words and figures as follows, to-wit:

"It is hereby stipulated and agreed by and between plaintiff and defendant herein that the said plaintiff, contact filtration company, may have until the 26th day of April, A. D. 1928, to prepare and file its interrogatories herein; and that the court may make and enter an order upon this stipulation allowing such time and extending the same to the 26th day of April, 1928."

It is therefore by the Court Considered, Adjudged and Ordered that the plaintiff, Contact Filtration Company, be and it is hereby allowed to and until the 26th day of April, A. D. 1928, to prepare and file its interrogatories in this cause.

Done at Tulsa, Oklahoma, this 28th day of March, A. D. 1928.

F. E. Konnamer,
Judge.

JESSIE BAUMER, Plaintiff.)
vs.) 310 Eq.
R. M. STAPLES,)
ET AL., Defendants.)

On this 28th day of March, 1928, the above entitled cause comes on for further hearing, and plaintiff presents further testimony and Both sides rest. Now at this time it is by the Court ordered that the plaintiff shall furnish the Court with Memo. Brief and that copies of same be given defendants herein, and that defendants have an opportunity to reply thereto.

In the District Court of the United States in and for the

DISTRICT OF OKLAHOMA.
EVENING SESSION. TULSA, OKLAHOMA. WEDNESDAY, MARCH 29, 1939.

IN THE UNITED STATES COURT FOR THE DISTRICT OF OKLAHOMA.

MRS. GRACE CIL CORNELL, A
SINGLEWOMAN, Plaintiff.

vs.

No. 117 E. City.

ROBERT HENNING, MRS
DAVIS, et al., Defendants.

FINAL DECREE

Now on this 28th day of March, 1939, by agreement of all parties interested the issues remaining undetermined, except the issues between the plaintiff and the defendants represented by G. R. Horner, to-wit: Louis Scott, Sampson Scott, James Scott, John Seft, Roger Knight, nee Davis, Judy Davis, nee Leonard, and Ellis Scott, and the plaintiff appeared by its attorney, W. H. Owen, and the defendant appeared by their attorney, G. R. Horner, and thereupon in open court said attorneys for the plaintiff and said defendants before the court that a compromise of the issues remaining had been agreed upon and requested the court to enter a decree herein in accordance with such compromise agreement.

And the Court being fully advised of said compromise agreement whereby there is paid to said defendants and their attorneys a sum of approximately twenty-two thousand (\$22,000.00) dollars in consideration of which the title to the land involved in this suit, to-wit: The South 1/4 (S1/4) of the Southeast Quarter (SE4) of Section 4, Township 11, North, Range 6 East, Creek County, Oklahoma, is to be forever quieted in the lessors of the plaintiff.

It further appearing that one of said defendants, to-wit: Ellis Scott, is a minor, and that the County Court of Muskogee County, Oklahoma, wherein is pending the guardianship of said minor, has authorized the guardian of said minor to accept said compromise and it further appearing that G. R. Horner was appointed guardian ad litem for said minor in this suit, and that the said Horner approves and recommends that said compromise be accepted on behalf of said minor and this court being of the opinion that it is to the best interest of said minor to accept said compromise, it is ordered that such compromise in so far as said minor is concerned, is approved and confirmed as well as the compromise made by the adult defendants.

IT IS THEREFORE ORDERED AND DECREED that said defendants and none of them have any interest whatsoever in said land and they, and each of them, and all persons claiming by, through or under them, are forever barred from asserting any interest in said land and the title of the plaintiff's lessors is forever quieted as against the claims of any of said defendants and the oil and gas mining leases of the plaintiff are adjudged to be in all respects valid in accordance with their terms and conditions, and such leases are quieted as against the adverse claims of said defendants and each of them.

IT IS FURTHER ORDERED that the fee of the said G. R. Horner, guardian ad litem herein, be and the same is hereby fixed at the sum of two hundred forty No/100 (\$240.00) Dollars.

G. R. Horner,
Judge of the United States District
Court, Northern District of Oklahoma.

In the District Court of the United States in and for the

WESTERN
DISTRICT OF OREGON

District of
Oregon

WESTERN
DISTRICT OF OREGON

Court convened pursuant to adjournment, Wednesday, March, 1938, at 9:30 A.M. Present:

Hon. J. E. Lammiman, Judge of U. S. District Court.
H. E. Cardwell, Jr., Clerk of U. S. District Court.

Whereon, the following proceedings were had and entered,
to-wit:

IN THE UNITED STATES DISTRICT COURT OF THE
WESTERN DISTRICT OF OREGON.

UNITED STATES,

vs.

MARTHA D. LONG AND
J. E. ALLEN,

Plaintiff.

Defendants.

No. 307 Equity.

ORDER OF DISMISSAL.

Now on this 31st day of March, 1938, it being called to the Court's attention that a quit claim deed from the defendants to the Government's ward, Sallie Elkhair, has been duly executed and delivered, and that there is no occasion for further litigation herein, and that it is the recommendation of the office of the United States Attorney that the said matter be dismissed.

IT IS THEREFORE ADJUDGED AND DECIDED that said cause be, and hereby is dismissed.

J. E. Lammiman,

Judge.

C. W. Louis H. Stivers,

IN THE UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OREGON.

UNITED STATES OF AMERICA,
ORANGE, A CORPORATION,

vs.

MARIE ANN HANCOCK WELLS,
A CORPORATION, et al.

Complainant,

Defendants.

Equity No. 30

ORDER REMOVING THE FORECLOSURE COMPLAINT TO
CIVIL CASE, NO. 307, NUMBER AND FILED THEREIN.

Now on this 31 day of March, 1938, this matter coming on for hearing in open court and G. H. Smith, Receiver of the National Hardwood Company, a corporation, appearing in person, and this application being presented by Leonard E. Beach, Jr., his attorney of record, and the Court being fully advised in the premises and there being no objection made to the application of Receiver of the National Hardwood Company, a corporation, this Court, finds:

1.

That the National Hardwood Company, a corporation, owns the owners of approximately eighty nine thousand (89,000) acres of timber lands that were obtained by timber deeds covering a period of years, and

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In the District Court of the United States in and for the

NORTHERN
CITY SESSION.

District of
DESSA, OLLANGA.

OCTOBER
SATURDAY, MARCH, 11, 1916.

approximately ten thousand (10,000) acres of land that were of land
to the deeds; said timber lands are scattered and extend over approximately
11, thirty-one (31) townships in the Counties of Lawrence, Cherokee, Hayes
and other. That the Receiver is with authority to properly patrol and
guard said timber lands and that the Receiver is unable to protect the
same.

II.

The Court further finds that unknown parties whose names are
unknown are going upon the above mentioned lands, are cutting timber and
removing the same without the consent, permission or order of the court,
and that the value of said lands are depreciating very rapidly.

III.

The Court further finds that a large amount of taxes and pen-
alties have accumulated on the properties of the National Hardwood Com-
pany, the exact amount of which is unknown.

IV.

The Court further finds that the timber lands of the National
Hardwood Company are at this time unproductive, untenanted and unguard-
ed and that the Receiver has no money or income with which to pay taxes
or employ watchmen, and that the Receiver should contract for the cutting
of logs, ties and lumber immediately as the timber deeds held by the Nat-
ional Hardwood Company are fast expiring and after the expiration of same
the Company will have no interest in said lands.

V.

The Court further finds that to sell the above mentioned lands
of the National Hardwood Company at public sale would be very expensive
and that the properties would bring a very small sum of money.

VI.

WITNESSE, IT IS ORDERED, ADVICE IS HEREBY GIVEN by this Court
that an Agreement made and entered into on or the 1st day of April,
1916, by and between G. H. Smith, Receiver of the National Hardwood
Company, a corporation, and Hobbs Tie & Lumber Company, of St. Louis,
Missouri, a Delaware Corporation, be approved and confirmed, and the
same is hereby approved and confirmed, and that the sum of five thousand
(\$5,000) Dollars, be approved by the Clerk of this Court; that the said Hobbs Tie & Lumber Company, a corporation, be per-
mitted to cut ties, logs, lumber and mill products from that portion of
the lands of the National Hardwood Company covered by said agreement;
and it is further ordered by this Court that the Receiver make a quarter-
ly report to this Court advising the number of railroad ties and lumber
cut and the amount of money received for the same by the Receiver, and
the Receiver is hereby authorized and given full power to enforce each and
every part of the agreement above mentioned.

J. E. ...
United States District Judge.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
MONDAY, APRIL 2, 1928.

Court convened pursuant to adjournment, Monday, April, 2,
1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered,
to-wit:

UNITED STATES, Plaintiff.)
vs.) 311 Eq.
FRED Z. HILL, Et. Al Defendants.)

On this 2nd. day of April, it is by the Court ordered that
the above entitled cause be and same is hereby set for hearing on April,
12, 1928, on taking default judgment, and that U. S. Attorney notify
defendants of date of hearing.

UNITED STATES, Plaintiff.)
vs.) 312 Eq.
FRED Z. HILL, ET AL. Defendants.)

On this 2nd. day of April, 1928, it is by the Court ordered
that the above entitled cause be and same is hereby set for hearing on
April. 12, 1928, on taking default judgment, and that the U. S. Attorney
notify defendants of date of hearing.

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

CONTACT FILTRATION CO., AND)
MAX B. MILLER & COMPANY, INC.)
vs. Plaintiffs,) No. 280 Equity.
PIERCE PETROLEUM CORPORATION,)
Defendants.)

O R D E R.

On this 2nd. day of April, 1928, upon the verified application
of the defendant, and for good cause shown,

IT IS ORDERED that said defendant is hereby granted leave to
amend its answer heretofore filed in this cause according to the amend-
ment attached to the application of said defendant to amend its answer
filed herein.

F. E. Kennamer,
United States District Judge.

O.K. Preston C. West
for Contact Fil. Co.

R. A. Kleinschmidt.
for Deft.

Court adjourned until April 3, 1928

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

TUESDAY, APRIL, 3, 1928.

Court convened pursuant to adjournment, Tuesday, April, 3rd, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

THE FISHER GOVERNOR COMPANY, (INC.)
A CORPORATION, Plaintiff,
vs.
C. E. CAMP COMPANY, A CORPORATION,
Defendant.

ORDER
Equity No. 292.

This cause coming on to be heard in Chambers, on the motion of the defendant to file an amended Answer, and it appearing that due notice was served upon plaintiff and the Court being fully advised of the amendments sought to be made to the Answer of the defendant heretofore filed in this cause on the ___ day of January, A.D. 1928, it is hereby

ORDERED, ADJUDGED AND DECREED, that the motion be granted, that the defendant be permitted to file said Amended Answer and the Clerk of the Court is hereby ordered to file the same as of the date of this order as an amended Answer to the original Bill.

Dated Apr. 3, 1928.

F. E. Kennamer, Judge.

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

A. B. C. DAGUE, Complainant,
vs.
AZTEC OIL COMPANY, ET AL, Defendants.
C. A. Coakley, Receiver.

No. 70 Equity

IN THE MATTER OF THE CLAIMS OF SECURITY UNION INSURANCE COMPANY AND GILMAN'S RECIPROCAL ASSOCIATION.

JOURNAL ENTRY.

Now on this 10th day of March, 1928, being one of the regular judicial days of the January, 1928, term of this Court, these came on for hearing the claims of the Security Union Insurance Company in the sum of \$1292.56 and Gilman's Reciprocal Association in the sum of \$607.19, and it having been stipulated by the parties that said claims should be consolidated and be heard and considered together, and the said claimants appearing by their solicitor, Everett C. Mead, and A. B. C. Dague and other bondholders appearing by their solicitors, E. J. Lundy and N. A. Gibson and the defendant, Aztec Oil Company, appearing by its solicitor,

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

TUESDAY, APRIL, 3, 1928.

Roy F. Ford, and the court having considered the stipulation of the parties and having heard the arguments of counsel, finds that the said claims are not entitled to any preference or lien against the assets of the Aztec Oil Company, but finds that said claims and each of them should be allowed as general claims.

It is, therefore, ordered, adjudged and decreed that the said claims, and each of them, be and they are hereby denied any preference, lien or priority against the assets of Aztec Oil Company and that said claims, and each of them, be and they are hereby denied any preference or priority over the claims of the mortgage bond holders herein and that said claims be and they are hereby allowed as general claims, to all of which the said claimants and each of them except and said exceptions are by the court allowed. Thereupon, said claimants give notice in open court of appeal to the United States Circuit Court of Appeals for the eighth circuit and said appeal is by the court allowed.

F. E. Kennamer, Judge.

O.K. Poe & Lundy,
Solicitors for bondholders, A.B.E. Dague.
O.K. Everett C. Mead,
Solicitor for Claimants.

Filed Apr. 3, 1928.

Court adjourned until April, 5, 1928

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.

EQUITY SESSION. TULSA, OKLAHOMA. THURSDAY, APRIL 5, 1928.

Court convened pursuant to adjournment, Thursday, April, 5, 1928, at 9:30: A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

FANNIE FULSOM, ET AL., Plaintiff.
vs. No. 310 Equity.
QUAKER OIL & GAS COMPANY ET AL., Defendants.

ORDER.

For good cause shown, defendant, H. U. Bartlett, is hereby granted an extension of time of 30 days from and after this date, in which to plead in the above styled cause.

Done in open court, this 5th day of April, 1928.

F. E. Kennamer, Judge of United States Court for Northern District of Oklahoma.

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

ELLA KING, NEE WOLF, Plaintiff,
vs. No. 317 Equity.
G. T. PRUITT, Defendant.

ORDER EXTENDING TIME IN WHICH UNITED STATES MAY PLEAD.

Now on this 5th day of April, 1928, it being called to the attention of the Court that the Department of Justice is just in receipt of notice and transcript of record in the within cause, and that additional time is necessary in which the United States may plead;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the United States be, and hereby is given 30 days additional time from date, in which to plead in the within cause.

F. E. Kennamer, Judge.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

EQUITY SESSION.

TULSA, OKLAHOMA.

THURSDAY, APRIL, 5, 1928.

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

HERMAN D. CORNELL, EXECUTOR, ET AL.

Complainants.

vs.

ABBIE CONNER, ET AL.,

Defendants.

No 236 Equity

O R D E R.

Now on this 21st day of March, 1928, the application of complainants to change the defendants' designation of parts of record to be printed and incorporation in the appeal comes on to be heard and the complainants appear by B. E. Blakeney one of their attorneys and the defendants appear by William Neff one of their attorneys and it is agreed that the complainants will pay upon demand the extra costs of printing and incorporation into the appeal record the extra matter asked by complainants to be printed and incorporated therein and that if they fail to pay the extra cost of same on demand that only the parts of the record designated by defendants be printed and incorporated in the appeal record.

It is, therefore, ordered, upon agreement of the parties that the additional matter asked by complainants to be printed and incorporated into the appeal record be so printed and incorporated provided complainants upon demand pay to the Clerk of this Court the extra cost made as a result of the printing and incorporating such additional matter in the appeal record and that if they fail to pay upon demand such additional cost, the same be not printed or incorporated in the appeal record.

E. E. Kennamer,

Judge.

Court adjourned until April, 6, 1928.

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
EQUITY SESSION. TULSA, OKLAHOMA. FRIDAY, APRIL, 6, 1928

Court Convened pursuant to adjournment, Friday, April, 6th., 1928, at 9:30 A.M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. I. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered to-wit:

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

ELLA KING (NEE WOLF))
Plaintiff,)
vs.) No. 317
C. T. Pruiett, R. G. Davenport,) In Equity.
Prairie Oil and Gas Company,)
L. P. Wilson, Harry Diamond,)
Leslie Rogers,)
Defendants.)

O R D E R.

On Motion of Plaintiff's attorneys, it appearing to the court that this is a suit to remove clouds from the title to certain real property located within this district and that the defendant, to-wit: C. T. Pruiett, R. G. Davenport, L. P. Wilson, Leslie Rogers are not inhabitants of and are not found within this district, and further that they have not voluntarily appeared to this action;

IT IS HEREBY ORDERED that the defendant appear, plead, answer or demur to plaintiff's bill of Complaint by the 6th day of May, 1928, and in default thereof, the court will proceed to the hearing and adjudication of said suit and that a copy of this order be served on said defendants wherever found, and also upon the person or persons in possession or in charge of the property described in the Bill of Complaint filed herein.

F. E. Kennamer,
Judge.

JOHN M. DYKES, Plaintiff.)
vs.) 184 Equity
G. T. LITTLE, Defendant.)

On this 6th day of April, 1928, it is by the Court ordered that the above entitled cause be stricken from this assignment.

A. M. WIDDOWS, Plaintiff.)
vs.) 264 Equity.
JOHN M. DYKES, RECEIVER Defendant.)

On this 6th day of April, 1928, it is by the Court ordered that the above entitled cause be stricken from this assignment.

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
EQUITY SESSION. TULSA, OKLAHOMA. FRIDAY, APRIL, 6, 1928.

WALTER LEE NOSIER, Plaintiff.)
vs.) 300 Equity.
JOHN KENNEDY, ET AL., Defendants.)

On this 6th day of April, 1928, it is by the Court ordered that the above entitled cause be stricken from this assignment

FANNIE CAR, ET AL., Plaintiff.)
vs.) 91 Equity
TULSA STREET RY CO., Defendants.)

On this 6th day of April, 1928, it is by the Court ordered that hearing on Application to issue Certificates of indebtedness be held in above entitled cause. Whereupon, it is ordered that certificates issue up to \$60,000.00.

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

FREELAND WOLF, Plaintiff,)
vs.) No. 318
R. A. HACKENSMITH,) In Equity.
W. N. BARRY, R. G.)
DAVENPORT, T. B. GLISK,)
Defendants.)

O R D E R.

On Motion of plaintiff's attorneys, it appearing to the court that this is a suit to remove clouds from the title to certain real property located within this district and that the defendant, to-wit; R. G. Davenport W. N. Barry are not inhabitants of and are not found within this district, and further that they have not voluntarily appeared to this action:

IT IS HEREBY ORDERED that the defendants appear, plead, answer or demur to plaintiff's bill of Complaint by the 6th day of May, 1928, and in default thereof, the court will proceed to the hearing and adjudication of said suit and that a copy of this order be served on said defendants wherever found, and also upon the person or persons in possession or in charge of the property described in the Bill of Complaint filed here in.

F. E. Kennamer,
Judge.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
FRIDAY, APRIL, 6, 1928.

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

J. P. EVERS,	Plaintiff.	}	No. 233 Eq.
vs.			
MINTIE CHATFIELD, ET AL.,	Defendants.		

O R D E R.

Now on this 6th day of April, 1928, comes on for hearing the cross-petition of Mintie Chatfield, Effie Chatfield, Curtis Chatfield, Leland Miller, Lillie Chatfield, Lester Miller, Mary Anderson, Gertie McClinton and Ben Miller for partition of the lands involved, the plaintiff being present in person and by his attorneys, Messrs. M. V. Fryor and Chas. B. Rockwood, Jessie Rockwood being present by her attorneys, Mr Chas. B. Rockwood, and the defendants, Mintie Chatfield, Effie Chatfield, Curtis Chatfield, Leland Miller, Lillie Chatfield, Lester Miller, Mary Anderson, Gertie McClinton and Ben Miller being present by their attorneys, Messrs. Stuart, Coakley & Doerner; and it further appearing that due and legal service by publication has been obtained upon Planche Stuckey, Inez Strickland, Florence Galloway and Verdis Basket, as provided by law, the court does hereby confirm said service and declare the same to meet all requirements of the law, and the court being fully advised in the premises, it is found, adjudged and decreed by the court that the real estate involved in the partition proceedings herein, to-wit:

The East one-half (1/2) (except that part owned by the Oklahoma Southwestern Railway Company) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northwest quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 20, and the East one-half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest (NW $\frac{1}{4}$) of Section 29 all in Township Fifteen (15) North, Range Ten (10) East, situated in Creek County, Oklahoma,

is owned by the parties to this action in the following proportions, to-wit:

Jessie Rockwood,	20/140
J. P. Evers	25/140
Mintie Chatfield	15/140
Curtis Chatfield	15/140
Lillie Chatfield	15/140
Effie Chatfield	15/140
Inez Strickland	5/140
Blanche Stuckey	5/140
Verdie Basket	5/140
Florence Galloway	5/140
Gertie McClinton	5/140
Mary Anderson	3/140
Leland Miller	3/140
Lester Miller,	3/140
Ben Miller	3/140

subject, however, to the oil and gas grant of one-eighth interest of all oil and gas rights in said lands which are owned jointly by Edwards H. Lotridge and C. B. Rockwood.

It is further ordered, considered and adjudged by the court that the shares of the aforesaid parties and their respective interests in the aforesaid lands be and the same are hereby confirmed;

And it is further ordered, adjudged and decreed that the partition of said lands be made accordingly; that Jno F. Egan, of Sapulpa, Oklahoma, John R. Miller of Sapulpa, Oklahoma, and J. L. Donohue

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In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
EQUITY SESSION. TULSA, OKLAHOMA. FRIDAY, APRIL, 6, 1928.

of Tulsa, Oklahoma, are hereby appointed commissioners to make said partition between the parties to this action of said real estate above described, if the same can be made without manifest injury to the estate of injustice to the parties, and to assign to each in severalty their proportion of said lands according to the provisions of this decree, and that if, in the judgment of the commissioners, partition cannot be made in kind without manifest injury to the parties and to the estate, that the commissioners shall make a valuation and appraisement of the property, both as a whole and of each separate tract, and shall make a report of their proceedings to the court forthwith

Done in open court the day and year first above written.

F. E. Kennamer,
U. S. District Judge.

O.K. J.P. Wvers.

Court adjourned until April, 7, 1928.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
SATURDAY, APRIL, 7, 1928.

Court convened pursuant to adjournment, Saturday, April, 7th,
1928, at 9:30 A. M. Present:

Hon. F.E. Kennamer, Judge of U. S. District Court.
H. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered,
to-wit:

ORDER PROCONFESSO.

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

UNITED STATES, Plaintiff.)
vs.) Equity No. 309
A. H. LAMB, Defendant.)

ORDER PRO CONFESSO.

Now comes the complainant, by its solicitors, and elects to
take order pro confesso against A. H. Lamb, Pawhuska, Oklahoma for fail-
ure to plead or answer.

Dated this 7th day of April, 1928.

H. P. Warfield, Clerk
BY W.T. Ward, Deputy.

To the Clerk of said Court: Praeclpe.

Enter this order in the Order Book in Equity of said Court.

Louis N. Stivers.
Solicitors for Complainant.

Court adjourned until April, 9, 1928.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
MONDAY, APRIL, 9, 1928.

Court convened pursuant to adjournment, Monday, April, 9th, 1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
E. P. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

FREELAND WOLF, Plaintiff. }
vs. } No. 318 Equity.
R. A. HACKENSMITH, W. N. BARRY, }
R. G. DEVENPORT, AND T. B. SLICK. }
Defendants. }

ORDER EXTENDING TIME IN WHICH
UNITED STATES MAY PLEAD.

Now on this 9th day of April, 1928, it being called to the Court's attention that the United States has been served in the within cause, but that the papers filed and attached to the notice have not yet been received by the office of the United States District Attorney in and for the Northern District of Oklahoma; that they have not had an opportunity to give the matter consideration, and that additional time is necessary in which the United States may plead herein;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the United States be, and hereby is given 30 days additional time in which to plead in the within cause.

F. E. Kennamer, Judge.

OSAGE OIL & REFINING CO., Plaintiff. }
vs. } 224 Eq.
MULBEA OIL CO., Defendant. }

On this 9th day of April, 1928, it is by the Court ordered that the Motion heretofore filed in above entitled cause be withdrawn and that fifteen (15) days be allowed defendant in which to answer.

Court adjourned until April, 10, 1928.

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In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
TUESDAY, APRIL, 10, 1928.

Court convened pursuant to adjournment, Tuesday, April, 10th,
1928, at 9:30 A. M. Present:

Hon. F. E. Kennamer, Judge of U. S. District Court.
H. B. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered,
to-wit:

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

UNITED STATES, Plaintiff,)
vs.) No. 265 Equity.
H. M. FREAS, SHERIFF OF OSAGE)
COUNTY, OKLAHOMA, AND IDA RODDY.)
Defendants.)

ORDER OF DISMISSAL.

Now on this 10th day of April, 1928, it being called to the Court's attention that the judgment sought to be canceled herein by the plaintiff has been duly released and satisfied by the defendants, and that there is no occasion for further litigation, and that it is the pleasure of the office of the United States Attorney that said cause be dismissed;

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that said cause be, and hereby is dismissed.

F. E. Kennamer,
Judge.

O.K. Louis N. Stivers.

FIRST NATIONAL BANK OF TULSA, Plaintiff,)
vs.) 39 Equity.
NATIONAL HARDWOOD COMPANY, Defendant.)

On this 10th day of April, 1928, it is by the Court ordered that above entitled cause be passed on request of Attorney for Receiver.

ANGLO-TEXAS OIL CO., Plaintiff,)
vs.) 231 Eq.
JOSEPH CATES, Defendant.)

On this 10th day of April, 1928, it is by the Court ordered that the Motion to suppress Depositions be passed to date of trial.

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In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA-
TUESDAY, APRIL, 10, 1928.

H. F. HAUSERMAN,	Plaintiff.	}	
vs.		}	241 Eq.
MARY OIL & GAS COMPANY,	Defendant.	}	

On this 10th day of April, 1928, it is by the Court ordered that the various motions filed in above entitled cause to dismiss said cause be overruled and Defendant granted fifteen (15) days in which to answer.

J. T. SMITH, ET AL.,	Plaintiff.	}	
vs.		}	263 Eq.
KARIN NIKICO, et al.,	Defendants.	}	

On this 10th day of April, 1928, it is by the Court ordered that above entitled cause be passed to next motion day by agreement of Counsel.

UNITED STATES,	Plaintiff.	}	
vs.		}	277 Eq.
E. C. MULLENDORE,	Defendant.	}	

On this 10th day of April, 1928, it is by the Court ordered that Motion in above entitled cause be passed and taken under advisement and that said motion be decided in connection with other Equity motions.

CONTACT FILTRATION COMPANY,	Plaintiff.	}	
vs.		}	280 Eq.
PIERCE PETROLEUM CO.	Defendant.	}	

On this 10th day of April, 1928, that the Motion filed herein for further and better statement be overruled.

UNITED STATES,	Plaintiff.	}	
vs.		}	282 Eq.
JAMES H. Moore,	Defendant.	}	

On this 10th day of April, 1928, it is by the Court ordered that Motion in above entitled cause be passed pending settlement on recommendation of Assistant District Attorney, L. K. Stivers.

UNITED STATES,	Plaintiff.	}	
vs.		}	297 Eq.
NATIONAL BANK OF COMMERCE,	Defendant.	}	

On this 10th day April, 1928, it is by the Court ordered that the Motion to dismiss heretofore filed herein be submitted on Briefs.

In the District Court of the United States in and for the

NORTHERN

District of

OKLAHOMA.

TRINITY SESSION.

TULSA, OKLAHOMA.

TUESDAY, APRIL, 10, 1928.

MARGARET COLLINS, Plaintiff.)
 vs.) 298 Eq.
 ROXANNA PETROLEUM CO. Defendant.)

On this 10th day of April, 1928, it is by the Court ordered that the Motion to Dismiss heretofore filed in above entitled cause be overruled and defendant granted twenty (20) days to answer.

C. E. WALKER, Plaintiff.)
 vs.) 252 Eq.
 A. W. LOHMAN, Defendant.)

On this 10th day of April, 1928, it is by the Court ordered that the Motion to Dismiss filed in above entitled cause be dismissed be overruled. And it is further ordered that leave be granted plaintiff to file amended Bill instanter and defendant is granted ten (10) days to plead or twenty (20) days to answer said amended Bill.

VICTOR CLIFFORD, Plaintiff.)
 vs.) 201 Esq.
 JOHNS-MANVILLE, INC. Defendant.)

On this 10th day of April, 1928, it is by the Court ordered that defendant herein make their Answers more definite and certain, and that plaintiffs have twenty (20) days to file brief and defendant ten (10) days thereafter to file reply and enter name of Franklin E. Griggs on appearance docket.

VICTOR CLIFFORD, Plaintiff.)
 vs.) 201 Eq.
 JOHNS MANVILLE, INC. Defendant.)

On this 10th day of April, 1928, it is ordered by the Court, that Mason, Honnold & Williams be granted permission to take files out of office for a period of ten days.

UNITED STATES, Plaintiff.)
 vs.) 301 Eq.
 B. F. RILEY, ET AL. Defendants.)

On this 10th day of April, 1928, it is by the Court ordered that the motion of A. H. Lamby to dismiss be submitted on briefs.

UNITED STATES, Plaintiff.)
 vs.) 303 Eq.
 OSAGE CO. WATER CO., A CORP. Defendants.)

On this 10th day of April, 1928, it is by the Court ordered that the Motion to Dismiss be submitted on briefs.

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In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
TUESDAY, APRIL, 10, 1928.

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

A. B. C. DAGUE,	Plaintiff.	
vs.		No. 70 Equity.
AZTEC OIL COMPANY, A CORPORATION, and EXCHANGE TRUST COMPANY, A CORPORATION.	Defendants.	
and		
OIL WELL SUPPLY COMPANY,		
	INTERVENER.	

JOURNAL ENTRY.

Now on this th 10th day of April, 1928, this matter came on to be heard, plaintiff appearing by his attorneys, Lashley & Rembo, and defendants, Aztec Oil Company, appearing by its attorney, Roy Ford, and The Prairie Oil & Gas Company appearing by its attorney, H. A. Gibson, and.

It appearing that heretofore, to-wit, on June 25th 1927, the lien of the said Prairie Oil & Gas Company herein upon its claim in the sum of Twenty-six Thousand, Five Hundred Eighty-three and 81/100 Dollars (\$26,583.81), with interest at the rate of six (6%) per cent per annum, was held to be junior and inferior to the lien of the mortgage herein, and that the said Prairie Oil & Gas Company was adjudged to have no lien against any of the properties or funds of the Aztec Oil Company in the hands of the Receiver herein superior to that of the bondholders, but it appearing that no written journal entry was made of said order;

IT IS NOW ORDERED, CONSIDERED AND ADJUDGED at this date, as of June 25th, 1927, that the said claim of the Prairie Oil & Gas Company filed herein, in which said Prairie Oil & Gas Company asserts a lien upon the properties of the Aztec Oil Company and a right to preference in the funds and properties in the hands of the Receiver be, and the same is hereby, held to be junior and inferior to the claim of the bondholders under the mortgage herein and to all claims prior to that of the bondholders, and that said claim in the amount and to the extent aforesaid is hereby approved.

M. E. Kennamer,

United States District Judge.

O.K. C. A. Coakley,	Receiver	
O.K. F. B. Mason		
N.A. Gibson,	Attorneys for Prairie Oil & Gas Co.	

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA.

JOHNS-MANVILLE CORPORATION,	Plaintiff.	
vs.		In Equity No. 313.
NATIONAL TANK SEAL COMPANY,	Defendants.	On Letters Patent of the United States No. 1,184,673.

O R D E R.

On this, 10th day of April, 1928, said plaintiff by Herbert D. Mason and Stewart Lynch, its solicitors and the defendant, National Tank Seal Company, by Allen, Underwood & Smith, its solicitors being present

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
TUESDAY, APRIL, 10, 1928.

this cause came on for hearing, on the Motion of the defendant, National Tank Seal Company to dismiss this suit and the bill herein, the same was argued by counsel and the court having duly considered the same and being now well advised in the premises, overrules said motion, to all of which the defendant excepts and its exception is allowed. It is further ordered that the defendant answer said bill of complaint thirty days from this date.

F. E. Kennamer,

O.K. Allen Underwood & Smith.

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

ROXANA PETROLEUM COMPANY,)
Plaintiff,)
vs.) No. 159 Equity.
NANNIE MONDAY, ET AL.,)
Defendants.)

JOURNAL ENTRY.

This cause coming on to be heard this 10th day of April, 1928, upon the motion of John F. Hall and Mrs John F. Hall to quash, set aside and hold for naught the chancery subpoena and purported service and return thereof heretofore issued in this cause and directed to be served upon John F. Hall and Mrs John F. Hall, and it appearing to the court that said motion should be sustained, it is hereby ordered that said motion to quash is sustained and the chancery subpoena and purported service and return thereof set aside and held for naught.

F. E. Kennamer,

District Judge.

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

L. R. KERSHAW, AS RECEIVER)
FOR THE MUSKOGEE-SECURITY)
NATIONAL BANK, A CORPORATION,)
Plaintiff.)
vs.) No. 197 Equity.
STEPHEN B. NELSON AND FRANCES E.)
NELSON, HIS WIFE, AND LAURA EASLEY,)
AND GEORGE A. EASLEY, HER HUSBAND,)
Defendant.)

JOURNAL ENTRY.

Now on this 10th day of April, 1928, the above entitled and numbered cause comes regularly on for hearing pursuant to assignment and after notice of the hearing duly given to the attorneys of record for the plaintiff and the defendants, the defendants appearing by their attorneys of record, Allen, Underwood & Smith, and the plaintiff appearing not, neither in person nor by counsel; and it appearing that the court has heretofore sustained a motion of the defendants to dismiss the original bill of complaint filed herein but with the understanding that plaintiff might file an amended bill of complaint, and it further appearing that to the first amended bill of complaint the defendants

In the District Court of the United States in and for the

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NORTHERN District of OKLAHOMA.
EQUITY SESSION. TULSA, OKLAHOMA. TUESDAY, APRIL, 10, 1928.

filed a motion to dismiss which the court sustained but on condition that plaintiff have the right to file a second amended bill of complaint and that the motion set for hearing on this 10th day of April, 1928, is one seeking to dismiss the plaintiff's second amended bill of complaint, and it further appearing to the court after due consideration of said second amended bill of complaint and the defendants' motion to dismiss the same, and the argument of counsel presented in support thereof, that said motion is well taken, the court hereby makes a finding to such effect.

IT IS THEREFORE considered, ordered and adjudged by the court that the motion of the defendant to dismiss the second amended bill of complaint filed by plaintiff herein be, and it is hereby sustained, and that this action be and it is hereby dismissed at the costs of the plaintiff and that the defendant be, and they are hereby granted judgment in this action against the plaintiff and that the defendants recover of the plaintiff their costs herein laid out and expended.

M. E. Lehmann,
Judge.

DISTRICT COURT OF THE UNITED STATES NORTHERN DISTRICT OF OKLAHOMA.

THE EAGLE PITCHER LEAD COMPANY,)
Plaintiff.)
vs.)
ROBINSON PACKER COMPANY,) No. 291 Equity.
Defendant.)

This cause came on to be heard this 10th day of April, 1928, upon the motion of Defendant to dismiss.

The court having heard argument of counsel and considered the matter, the motion is overruled, to which Defendant excepts, and the Defendant is given 30 days to file its answer.

M. E. Lehmann, Judge.

JOHN H. DYKES, RECEIVER, Plaintiff,)
VS.)
H. L. BAUCOM, ET AL., Defendants.) No. 305-Equity.

On this 10th day of April, 1928, comes on for hearing the motion in above entitled cause to quash and the Court being well and fully advised in the premises it is ordered that said motion be and same is hereby sustained and alias process ordered.

Court adjourned until April 11, 1928.

In the District Court of the United States in and for the

NORTHERN
DISTRICT OF OKLAHOMA
REGULAR SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
WEDNESDAY, APRIL 11, 1928.

Court convened pursuant to adjournment, Wednesday, April, 11th, 1928, at 9:30 A. M. Present:

Hon. E. E. Hennamer, Judge of U.S. District Court.
H. R. Warfield, Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

A. B. DAGUE, Plaintiff.)
vs.) 70 Eq.
AZTEC OIL COMPANY, Defendant.)

On this 11th day of April, 1928, the above entitled cause comes on for hearing upon claims of C. H. Gray for services rendered herein. C. A. Coakley and H. R. Gray are sworn as witnesses. Whereupon, it is by the Court ordered that said claims be disallowed.

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

A. B. C. DAGUE, Plaintiff,)
vs.) No. 70 Equity.
AZTEC OIL COMPANY, A CORPORATION,
AND EXCHANGE TRUST COMPANY,
A CORPORATION,)
Defendants.)

O R D E R.

Now on this the 11th day of April, 1928, it appearing that the Special Master heretofore appointed herein has sold all the properties of the Aztec Oil Company pursuant to order of sale heretofore entered into herein and that there are sufficient funds in the hands of the Receiver and of the Special Master to pay all expenses of the receivership, and that the balance of funds on hands in the receivership and from the proceeds of said sale should be applied to the expenses of the receivership and pro-rated upon the preferred claims and among the bond holders herein according to the priorities heretofore fixed by the Court:

IT IS, THEREFORE, BY THE COURT ORDERED that all persons having claims against the Receiver herein for expenses incurred during the receivership, and all persons having preferred claims against the Aztec Oil Company, or the properties thereof, present said claims to the Receiver on or before the 23rd. day of April 1928, and that the matters in connection therewith will be heard by the Court on said 23rd day of April 1928 at the hour of 10:00 o'clock A. M. in the United States District Court room in the City of Tulsa, for the Northern District of Oklahoma,

IT IS FURTHER ORDERED that all persons having claims of any nature against the said Charles A. Coakley, Receiver of the Aztec Oil Company, or as Special Master herein, present said claims on or before said date or the same will; be forever barred; and that said Receiver give notice of said hearing by publication in some newspaper of general circulation in the Northern District of Oklahoma for a period of ten (10) days prior to said hearing.

IT IS FURTHER ORDERED that the Collector of Internal Revenue for the United States Government, located at Oklahoma City, Oklahoma

In the District Court of the United States in and for the

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be notified by mail of said hearing and that any claims for Income Tax, during the receivership, be presented at said time.

F. E. Kemmerer,
 United States District Judge.

O.K. Poe & Lundy,
 Lashley & Rambo.
 H.A. Gibson.

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

A. B. C. DAGUE,	Plaintiff,) No. 70 In Equity.
vs.)	
AZTEC OIL COMPANY, A CORPORATION, AND EXCHANGE TRUST COMPANY, A CORPORATION.	) Defendant.
)	

O R D E R .

Now on this 11th day of April, 1928, it appearing to the court that A. B. C. Dague, plaintiff herein, has withdrawn his motion, or motions, filed in this cause, asking that this court set aside the assignment heretofore made by the defendant, Aztec Oil Company, a corporation to the Pawnee Oil Production Company, covering an undivided one-half (1/2) interest in and to a certain oil and gas lease, known as the "Onate Johnson Lease" and covering the following described lands situated in Creek County, Oklahoma:

Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Fourteen (14), Township Seventeen (17), North, Range Eight, (8) East.

and decreeing that said interest in and to said lease be the property of the said defendant, Aztec Oil Company, and that an accounting of the income and profits therefrom be had as between the Pawnee Oil Production Company and the said Aztec Oil Company, and said plaintiff further requested the permission of this Court to withdraw his said motion and the approval of this Court thereof;

IT IS ORDERED AND DECREED that said motion, or motions, heretofore filed herein by the plaintiff be, and they hereby are, ordered withdrawn and stricken, and the undivided one-half (1/2) interest in and to the above and foregoing oil and gas lease now appearing of record in the name of the Pawnee Oil Production Company, a corporation, be, and the same hereby is, decreed to be the sole and exclusive property of said Pawnee Oil Production Company, free and clear of any right, title, interest or estate on the part of the plaintiff herein, or the said defendant, Aztec Oil Company, a corporation,

F. E. Kemmerer, Judge.

O.K. Poe & Lundy, Attorneys for Plaintiff.
 Lashley & Rambo, Attorney for Aztec Oil Company.
 Roy E. Ford, Attorney for Oil and Gas Lease.
 H.A. Gibson, Attorney for Pawnee Oil Production Co.
 A. B. Tucker, Attorney for Price-Raid Supply Co.
 Randolph Haver
 Shirl J. Bridges, Attorney for Oil and Gas Lease Company.
 A. B. Holloway, Attorney for the Pawnee Oil Supply Company.
 Charles A. Conkley, Attorney for Aztec Oil Company.

----- Attorney for Receiver Trust Co. -----

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WEDNESDAY, APRIL 11, 1928.

is included in and forms the basis of this action, has been foreclosed, and the properties covered thereby sold by Charles A. Coakley, as Special Master, under the orders of this Court, to W. M. Hewitt, as a result of which said mortgage and deed of trust should be released;

NOW, THEREFORE, upon motion of the plaintiff, the defendant, Exchange Trust Company, a corporation, be, and it hereby is, ordered and directed to make and execute a release of said mortgage and deed of trust and to cause the same to be recorded in each of the Counties in the State of Oklahoma, in which the original mortgage and deed of trust was recorded.

E. E. Hennamer, Judge.

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

A. B. C. DAGUE,

Plaintiff.

vs.

AZTEC OIL COMPANY, A CORPORATION, AND EXCHANGE TRUST COMPANY, A CORPORATION,

Defendants.

No. 70 In Equity.

ORDER.

Now on this 11th day of April, 1928, it appearing to the Court that W.M. Hewitt has paid to Charles A. Coakley, Receiver and Special Master herein, either in cash or gold notes of the defendant, a corporation; in accordance with the prior order of this Court, the sum of One Hundred Thirty-five thousand Dollars (\$135,000.00) as payment in full of and for all of the properties and assets of the defendant, Aztec Oil Company, incorporation, and that the said W. M. Hewitt is, therefore, entitled to the execution and delivery to him of a Special Master's Deed covering the properties and assets in question; and it further appearing that said Charles A. Coakley, Special Master, has duly executed a Special Master's Deed covering the properties and assets in question, to said W. M. Hewitt, which deed was executed on this, the 11th day of April, 1928, and which has been submitted for the inspection of the court, and the court having inspected and examined said Special Master's Deed is of the opinion that said deed should be approved:

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the execution of said Special Master's Deed by said Charles A. Coakley, as Special Master herein, be, and the same hereby is, approved and confirmed in all things and in all respects, and said Special Master is hereby ordered and directed to deliver said deed over to said purchaser, W. M. Hewitt.

E. E. Hennamer, Judge.

In the District Court of the United States in and for the

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

A. B. C. DAGUE,	) Plaintiff.	) In Equity
vs.) No. 70.
AZTEC OIL COMPANY, ET AL.			
	) Defendants.)	

ORDER CONFIRMING SALE.

This matter came on for hearing on this 11th day of April, 1928, upon the motion of the plaintiff filed herein, to ratify, approve and confirm the sale made on March, 30, 1928, by C. A. Coakley, as Receiver and Special Master, under proper appointment by this Court, of all the properties and assets of the defendant, Aztec Oil Company, to W. M. Hewitt for the sum of One Hundred Thirty-five Thousand Dollars (\$135,000.00) all of which is more particularly set out in the return of said sale filed herein by said Special Master, and it appearing to the court that due and proper notice of said sale has been given, as required by law, and the order of this Court; that said W. M. Hewitt was the highest and best bidder of an for the property in question, and that a higher or greater sum could not be obtained therefor, and there being no objections made of or to said sale nor to the confirmation thereof;

IT IS, THEREFORE ORDERED, CONSIDERED AND ADJUDGED that the said sale made by C. A. Coakley, as Special Master herein, to W. M. Hewitt for the sum of One Hundred Thirty-five Thousand Dollars (\$135,000.00) and the proceedings having to do therewith, be, and the same hereby are, approved and confirmed in all things and in all respects, and said Special Master is hereby directed to execute and deliver to said W. M. Hewitt, a good and sufficient conveyance of and to the properties and assets so sold, upon receipt from said W. M. Hewitt of the purchase price in accordance with the former order of this Court.

F. E. Kennamer, Judge.

O.K. Poe & Lundy Lashley & Rambo.	Attorneys for Plaintiff.
Roy F. Ford, N. A. Gibson,	Attorney for Aztec Oil Co. Attorney for Pawnee Oil Production Co. and W. H. Gray. Attorney for Exchange Trust Company.
----- Randolph, Haver, Shirk & Bridges Aby & Tucker, Charles A. Coakley,	Attorneys for Oil Well Supply Company. Attorneys for Frick-Reid Supply Company. Receiver for Aztec Oil Company.

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

A. B. C. DAGUE,	) Plaintiff,	) No. 70 In Equity.
vs.)
AZTEC OIL COMPANY, A CORPORATION, AND EXCHANGE TRUST COMPANY, A CORPORATION.			
	) Defendants.)	

ORDER.

Now on this 11th day of April, 1928, it appearing to the court that by order of instant date, there has been granted and allowed to the

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WEDNESDAY, APRIL, 11, 1926.

firms of Poe & Lundy and Lashley & Rambo, as counsel for the plaintiff herein, the sum of Three Thousand Dollars (\$3,000.00) for their services in the bringing and prosecution of this action, the same to be payable, Fifteen Hundred Dollars (\$1500.00) to said Poe & Lundy, and Fifteen Hundred Dollars (\$1500.00) to said Lashley & Rambo, and that by said order, there has further been allowed to C. A. Coakley, as attorney's fees in his behalf, as Receiver and Special Master herein, the sum of Three Thousand Dollars (\$3,000.00), said sum to be in addition to the allowance heretofore made to him for his services as Receiver, which said sums, it is provided by this court in said order, should be paid by C. A. Coakley, Receiver herein, as a portion of the costs of this action, and it further appearing that the payment made herein by W. M. Hewitt in the sum of One Hundred Thirty-five Thousand Dollars (\$135,000.00) of and for the properties and assets of the defendant, Aztec Oil Company, a corporation, has been made to C. A. Coakley, or Charles A. Coakley, in his capacity as Special Master and is now held and retained by him as such, as a result of which, the payment of the above and foregoing attorneys' fees out of said fund should be, in the opinion of this Court, covered by a separate order;

NOW, THEREFORE, IT IS ORDERED, CONSIDERED AND ADJUDGED that Charles A. Coakley, as Special Master herein, be and he hereby is, authorized and directed to pay the above and foregoing attorneys' fees to Poe & Lundy, Lashley & Rambo and said Charles A. Coakley, out of the funds in his hands and derived from the said sale made to W. M. Hewitt.

E. E. Lemmer, Judge.

C.K. Poe & Lundy,	Attorneys for Plaintiff.
Lashley & Rambo,	Attorneys for Aztec Oil Company.
Roy M. Ford,	Attorney for Pawnee Oil Production Company
W. W. Gibson,	and W. H. Gray.
-----	Attorney for Exchange Trust Company.
Randolph, Haver,	
Shirk & Bridges,	Attorney for Oil Well Supply Company, et al
Aby & Tucker,	Attorney for Brick-Raid Supply Company.
Charles A. Coakley,	Receiver for Aztec Oil Company.

Court adjourned until April, 13, 1926.

In the District Court of the United States in and for the

NORTHERN DISTRICT OF OKLAHOMA
REGULAR SESSION.

District of
TULSA, OKLAHOMA.

OKLAHOMA.
THURSDAY, APRIL, 10, 1938.

Court convened pursuant to adjournment, Thursday, April, 10, 1938, at 9:30 A. M. Present:

Hon. F. E. [Name], Judge of U. S. District Court.
H. P. [Name], Esq., Clerk of U. S. District Court.

Thereupon, the following proceedings were had and entered, to-wit:

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

AMERICAN STEAMSHIP COMPANY,)
Plaintiff,)
against) In Equity
WICKWIRE SPENCER STEEL COMPANY,) No. 347
Defendants.)

ORDER APPOINTING RECEIVERS.

This cause came on to be heard at this term and was argued by counsel, and thereupon upon consideration thereof, the Court being fully advised in the premises, it is ORDERED, ADJUDGED AND DECREED as follows:

1. Edward C. Bowers and Charles L. Feldman are hereby appointed receivers of all the property, assets and business of the defendant, Wickwire Spencer Steel Company, real, personal and mixed, of whatsoever kind and description, situated within the State of Oklahoma, including all lands, buildings, plants, warehouses and appurtenances owned, controlled, leased or operated by said defendant, and all raw materials, materials in process of manufacture, finished materials, inventory, stock in trade, equipment, tools, machinery, furniture, supplies, merchandise, books of account, records, and other books, papers and accounts, cash on hand, in bank, or on deposit, things in action, credits, stocks, bonds, securities, deeds, leases, contracts, muniments of title, bills and accounts receivable, and all rents, issues, profits and income accruing and to accrue from said assets, property and business with authority to take possession of said assets and property and to continue said business as a going concern.

2. The defendant, its officer and employees and any persons acting under its direction shall deliver to the receivers any and all properties of the defendant, real, personal or mixed, in their possession or under their control.

3. All creditors, stockholders and all persons claiming or acting by, through or under them, and all sheriffs and marshals and other officers, agents, attorneys, proctors, representatives, servants and employers, and all other persons, associations and corporations are hereby enjoined and restrained from instituting or prosecuting any action at law or suit or proceeding in equity or admiralty against the defendant in any court of law, or equity, or admiralty, or before any association, organization or arbitration board, or arbitration by referee or umpire, or other court or tribunal, or otherwise, or from executing or issuing or causing the execution or issuance, or the issuing out of any court of any writ, process, summons, attachment, subpoena, replevin or other proceeding for the purpose of impounding or taking possession of or interfering with any property owned by or in the possession of said defendant or of the receivers, or owned by the defendant and in the possession of any of its officers, agents or employees, and all sheriffs, marshals and other officers and their deputies, representatives and servants, and all

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other persons, associations and corporations are hereby enjoined and restrained from removing, transferring, disposing of or attempting in any way to remove, transfer or dispose of or in any way to interfere with any property, assets or effects in the possession of the defendant or of the receivers, or owned by the defendant and in its possession or the possession of any officers, agents or employees; and from doing any act or thing whatsoever to interfere with the possession and management by the receivers of the property and assets of the defendant or in any way to interfere with the receivers in the discharge of their duties, or to interfere in any manner with the administration and disposition in this suit of the property and affairs of the defendant.

4. Said receivers are hereby authorized forthwith to take and have complete exclusive control, possession and custody of all the property and assets of the defendant, real personal and mixed of every kind, character and description within the Northern District of Oklahoma, and all persons, firms and corporations, including the defendant, its officers, agents and employees, shall forthwith deliver to the receivers all property and assets of the defendant in their possession, and the defendant, its officers, agents and employees are hereby directed upon the request of the receivers to endorse, transfer, set over and deliver to the receivers any and all shares or certificates of stock, notes, bills of exchange or other documents, or muniments of title outstanding in the name of or in the possession or under the control of the defendant, or as to which the defendant has any interest, and to execute and deliver powers of attorney and proxies authorizing the receivers to vote on such shares of stock or certificates, and the receivers are hereby authorized to vote in person or by proxy any and all shares of stock standing in the name of the defendant.

5. The receivers are hereby authorized until the further order of this Court to continue, manage and operate the business of the defendant with full power and authority to carry on, manage and operate the business and properties of the defendant, to continue the manufacturing operations of the defendant, and buy and sell merchandise and supplies for cash or on credit as may be deemed advisable by said receivers, and particularly to carry out, perform and fulfill the contracts and obligations of the defendant, and to enter into new contracts incidental to the operation of its business, to the extent that the receivers may determine that it is for the best interests of the receivership estate so to do, and to appoint and employ such managers, agents, employees, servants, accountants, attorneys and counsel as may in the judgment of the receivers be advisable or necessary in the management, conduct, control or custody of the receivership estate, and the receivers are hereby authorized to make such payments and disbursements out of the property and assets of the defendant in their possession as may be needful or proper for the preservation and operation of the properties and business of the defendant.

6. The receivers are hereby authorized to receive and collect rents and profits of any of the properties of the defendant, whether the same are now due or shall hereafter become due and payable, and to do such things, enter into such agreement, and employ such agents in connection with the management, care, preservation and operation of the properties of the defendant as the receivers may deem advisable, and to incur such expenses and make such disbursements as may in the judgment of the receivers be necessary or advisable, including all bills and accrued charges for electric light and power, gas, water, insurance, freight and carriage charges on goods in transit, telephone charges, taxes and charges of the nature thereof, lawfully incurred or imposed upon the property prior to the receivership, and all claims for accrued wages, salaries and expenses of salaries, agent and employees for services rendered prior to the date of this order but remaining unpaid at the date hereof, to the end that the operation of the business of the defendant may not be interfered with or interrupted.

7. The receivers are hereby authorized and empowered to institute, prosecute, and defend, compromise, adjust, intervene in or become a part to such suits, actions, proceedings at law, in equity or in admiralty, including ancillary proceedings in State or Federal Courts as may in the judgment of the receivers be necessary or proper for the protection, maintenance and preservation of the property and assets of the defendant

In the District Court of the United States in and for the

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District of
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Thursday, April, 13, 1928.

and the conduct of its business, or the carrying out of the terms and provisions of this order, and likewise to defend, compromise and adjust, or otherwise dispose of, any and all suits, actions and proceedings instituted against them as receivers or against the defendant, and also to appear in and conduct the prosecution or defense of any action, suit or proceeding or to adjudge or compromise any action, suit or proceeding now pending in any court by or against the defendant where such prosecution, defense or other disposition of such action, suit or proceeding will in the judgment of the receivers be advisable or proper for the protection of the property and assets of the defendant, and in their discretion to compound and settle with all debtors of the defendant, with persons having possession of its property or in any way responsible at law or in equity to the defendant upon such terms and in such manner as the receivers shall deem just and beneficial to the defendant and its creditors.

8. The receivers are hereby given a period of thirty (30) days from the date hereof within which to arrive at a determination as to what contracts including leases of the defendant the receivers should affirm or disaffirm and within that time to make their election in that respect; the Court reserves the right if so advised from time to time to extend or dispatch the time so granted to the receivers within which to make such election.

9. The receivers shall retain possession and continue to discharge the powers and duties aforesaid until the further order of this Court in the premises; but shall from time to time apply to this Court for such other and further orders and directions as they may deem necessary or advisable for the due administration of the receivership; and the receivers are hereby vested, in addition to the powers aforesaid, with all the general powers of receivers in cases of this kind, subject to the direction of this Court, and the receivers shall from time to time or when directed by the Court render to the Court reports of their proceedings and accountings with respects to all moneys received and disbursed by them or their agents.

10. The bond of each of the receivers in the sum of \$10,000 conditioned that he well and truly perform the duties of his office and duly account for all moneys and property which may come into his hands and abide and perform all things which he shall be directed to do by this court, with sufficient sureties to be approved by a Judge of this Court, shall be forthwith filed in the office of the Clerk of this Court.

Dated, April, 13, 1928.

F. E. Kennamer,
U.S.D.J.

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

THE APARTMENT BUILDING COMPANY,
A CORPORATION,
Complainant,

vs.

JOHN L. SMILEY, AS COUNTY
TREASURER, OR TULSA COUNTY,
OKLAHOMA, ET AL.

Respondents.

No. 308 Equity.

ORDER FOR SUBPOENA DUCES TECUM

The above matter being presented on the application and motion of respondents for an order for Subpoena Duces Tecum on Blair Brothers Palace Building, Tulsa, Oklahoma, and it appearing to the Court that said

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA.
EQUITY SESSION. TULSA, OKLAHOMA. THURSDAY, APRIL, 12, 1928.

application should be granted.

IT IS HEREBY ORDERED AND THE Clerk of the Court is hereby directed to issue Subpoena Duces Tecum ob Blair Brothers, Palace Building, Tulsa, Oklahoma, that they appear before this Honorable Court on the 16th day of April, 1928, at 9:30 o'clock A. M. of said day, to testify on behalf of said respondents in the above entitled cause, and that they bring with them at said time, the records of their office pertaining to insurance policies issued to the Apartment Building Company, on buildings and contents of buildings located on Lots One (1), Two (2) and Three (3), Block Two (2) Riverford Addition to the City of Tulsa, Oklahoma, otherwise known as the Sophian Plaza Apartments.

F. E. Kennamer, Judge.

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

THE APARTMENT BUILDING COMPANY,)
A corporation,)
Complainant.)
vs.) No. 308 Equity.
JOHN L. SMILEY, AS COUNTY TREASURER)
OF TULSA COUNTY, OKLAHOMA, ET AL)
Respondents.)

ORDER FOR SUBPOENA DUCES TECUM.

The above matter being presented on the application and motion of respondents for an order for subpoena Duces Tecum on A. C. Wisser, Court Arcade, Building Tulsa, Oklahoma, and it appearing to the Court that said application should be granted,

IT IS HEREBY ORDERED AND THE clerk of the Court is hereby directed to issue Subpoena Duces Tecum on A. C. Wisser, Court Arcade Building, Tulsa, Oklahoma, that he appear before this Honorable Court on the 16th day of April, 1928, at 9:30 o'clock A. M. of said day, to testify on behalf of said respondents in the entitled cause, and that he bring with him at said time, the architect's certificate covering the construction of the Apartment Building and other improvements on Lots one (1), Two (2) and Three(3), Block Two (2) Riverford Addition to the City of Tulsa, Oklahoma, otherwise known as the Sophian Plaza Apartments, together with his records pertaining to cost of said apartments and improvements, and his plans, specifications and blue prints.

F. E. Kennamer, Judge.

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

UNITED STATES OF AMERICA,)
Plaintiff,)
v.) No. 311-Equity.
FRED Z. HILL, BING EISCHMINGER,)
HARLEY KELTNER, ED HICKMAN, JIM)
COX, BEN BOWMAN AND HILL &)
COMPANY,)
Defendants.)

PERMANENT INJUNCTION

Now on this the 12th day of April, 1928, the same being a regular day of the Special March 1928 term of said Court, present

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION,
1928

District of
TULSA, OKLAHOMA.

OKLAHOMA
THURSDAY, APRIL 12, 1928

and presiding the Honorable Franklin E. Kennamer, United States District Judge, the Plaintiff appearing by Jno. M. Goldsberry, United States Attorney and his Assistants, the Defendant Fred Z. Hill appearing in person and by his Attorneys, John T. Harley, Esquire of Tulsa, Oklahoma, and John Tillman, Esquire, of Pawhuska, Oklahoma, and the other Defendants appearing by their Attorneys of record, the said John T. Harley and John Tillman, said matter having heretofore been set by this Court for trial on this day on the issues joined herein, and the Court having examined the pleadings herein, and having heard the testimony of witnesses adduced in said matter, and the argument of counsel, and being fully advised in the premises, finds,

That there exists and is being maintained a common nuisance upon the following described property, to-wit:

A one story concrete building, about 25
x 80 feet, situated on lot 13, block 18,
original town of South Coffeyville,
Nowata County, Oklahoma,

and in the whole of said building, and that intoxicating liquors were sold in and from said building as alleged and set forth in the Bill of Complaint heretofore filed herein, and that intoxicating liquors, as defined by Section 21, Title 2, of the National Prohibition Act, has been sold in and from said building for the last three years at divers and sundry times.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that an Injunction issue and forthwith enjoining the Defendants Fred Z. Hill, Bing Eischminger, Harley Keltner, Ed Hickman, Jim Cox, Ben Bowman, and Hill & Company, their agents, servants, subordinates, employees, tenants, heirs and assigns, and any person or persons claiming by, through or under said Defendants and each and every one of them, from manufacturing, selling, bartering or storing in said premises, or any part thereof, any liquor containing one-half of one percentum or more of alcohol by volume, and that said real estate and premises hereinabove described shall not be occupied or used for one year subsequent to the date of this decree.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED that said common nuisance be abated and that the United States Marshal for the Northern District of Oklahoma is directed summarily to abate said common nuisance and to close the same and to keep the same closed for a period of one year from the date of this decree, and for the costs of so doing the said United States Marshal shall be allowed a reasonable sum upon application to this Court, which sum shall be taxed in the costs.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the said Fred Z. Hill, under the supervision of the United States Marshal for the Northern District of Oklahoma, may remove from said premises, the soda fountain and the other fixtures, and the drugs and stock used in the legitimate sale of drugs, from said premises, if done so within a period of ten days from this date, but not otherwise.

IT IS FURTHER ORDERED that the bar and all fixtures and appliances used in connection with the sale of whiskey and other intoxicating liquor from said premises, shall not be disturbed, but shall be and remain therein, and that all intoxicating liquor now on said premises, if any there be, shall be destroyed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff herein shall have and receive of and from the Defendants all costs taxed in this case, and that execution issue therefore.

F. E. KENNAMER
United States District Judge

O. K. : Harry Seaton,
Assistant United
States Attorney.

ENDORSED: Filed in United States District Court, April 12, 1928.

In the District Court of the United States in and for the

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EQUITY SESSION,

District of
TULSA, OKLAHOMA,

OKLAHOMA
THURSDAY, APRIL 12, 1928

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

FRED Z. HILL, BING EISCHMINGER,
HARLEY KELTNER, ED HICKMAN, JIM
COX, BEN BOWMAN AND HILL &
COMPANY,

Defendants.)

No. 311-Equity.

WRIT OF PERMANENT INJUNCTION

The above entitled cause having come on for hearing in said Court, and the Court having jurisdiction of the parties to said suit, and all the subject matter of said suit, and the Court having heard the testimony and argument of counsel, did, on the 12th day of April, 1928, find the issues in said case in favor of the Plaintiff and against the Defendants, and entered a decree for Permanent Injunction in said cause on the 12th day of April, 1928, which said decree is now on file in the office of the Clerk of said Court and is now in full force and effect.

NOW, THEREFORE, take notice that Fred Z. Hill, Bing Eischminger, Harley Keltner, Ed Hickman, Jim Cox, Ben Bowman and Hill & Company, Defendants herein, their servants, agents, subordinates, employees, tenants, heirs and assigns, and any persons claiming by, through or under said Defendants and each and every one of them are hereby restrained from selling, manufacturing or storing any liquor as defined in the National Prohibition Act, upon the following lands and premises, to-wit:

A one story concrete building, about
25 x 80 feet, situated on Lot 13,
Block 18, original town of South Coffeyville, Nowata County, Oklahoma,

and that said real estate and premises shall not be occupied or used for one year subsequent to the date of April 12, 1928.

And the United States Marshal for the Northern District of Oklahoma is directed to close the said premises and to keep the same closed for a period of one year subsequent to the 12th day of April, 1928.

WITNESS the Honorable Franklin E. Kennamer, Judge of the United States District Court for the Northern District of Oklahoma, this 12th day of April, 1928.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed in U. S. District Court, April 12, 1928.

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

FRED Z. HILL, TOMMY HILL,
"SWEDE" J. SWANSON, WICK
KARNS, AND W. L. SHAW,

Defendants.)

No. 312-Equity.

PERMANENT INJUNCTION

Now on this the 12th day of April, 1928, the same being a regular day of the Special March 1928 Term of said Court, present and presiding the Honorable Franklin E. Kennamer, United States District Judge, the Plaintiff appearing by Jno. K. Goldesberry, United

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In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION,
1928

District of
TULSA, OKLAHOMA.

OKLAHOMA
THURSDAY, APRIL 12, 1928

States Attorney and his Assistants, and the Defendants herein failed, refused and neglected to appear herein either in person or by Attorney, and the Court having examined the files in said cause, and after having heard the evidence, and being fully advised in the premises, finds,

That there was on the 21st day of February, 1928, being maintained a common nuisance on the following described lands, to-wit:

A one story frame business building about 25 x 40 feet, situated on Lot 27, Block 22, original town of South Coffeyville, Oklahoma, and

A small one room house and corral situated on Lot 28, Block 22, original Town of South Coffeyville, Oklahoma.

and in the whole of said buildings, and that intoxicating liquors were sold in and from said buildings as alleged and set forth in the Bill of Complaint heretofore filed herein, and that intoxicating liquor, as defined by Section 21, Title 2, of the National Prohibition Act, has been sold in and from said buildings for the last three years at divers and sundry times.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that an Injunction issue forthwith enjoining the Defendants Fred Z. Hill, Tommy Hill, "Swede" J. Swanson, Wick Karns, and W. L. Shaw, their agents, servants, subordinates, employees, tenants, heirs and assigns, and any person or persons claiming by, through or under said Defendants and each and every one of them, from manufacturing, selling, bartering or storing in said premises, or any part thereof, any liquor containing one half of one percentum or more of alcohol by volume, and that said real estate and premises hereinabove described shall not be occupied or used for one year subsequent to the date of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said common nuisance be abated and that the United States Marshal for the Northern District of Oklahoma is directed summarily to abate said common nuisance and to close the same and to keep the same closed for a period of one year from the date of this decree, and for the costs of so doing the said United States Marshal shall be allowed a reasonable sum upon application to this Court, which sum shall be taxed in the costs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the United State of America, Plaintiff herein, shall receive of and from the Defendants all the costs taxed in this cause and that execution issue therefore.

F. E. KENNAMER
United States District Judge.

O.K.: Harry Seaton, Assistant
United States Attorney.

ENDORSED: Filed in U. S. District Court, April 12, 1928.

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

UNITED STATES OF AMERICA,
Plaintiff,

v.

FRED Z. HILL, TOMMY HILL,
"SWEDE" J. SWANSON, WICK
KARNS, AND W. L. SHAW,

Defendants.

No. 312-Equity.

WRIT OF PERMANENT INJUNCTION

The above entitled cause having come on for hearing in said Court, and the Court having jurisdiction of the parties to said suit, and all the subject matter of said suit, and the Court having heard the testimony and argument of counsel, did, on the 12th day of April, 1928, find the issues in said case in favor of the Plaintiff and against the

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA
 EQUITY SESSION TULSA, OKLAHOMA, THURSDAY, APRIL 12, 1928

Defendants, and entered a decree for Permanent Injunction in said cause on the 12th day of April, 1928, which said decree is now on file in the office of the Clerk of said Court and is now in full force and effect.

NOW, THEREFORE, take notice that Fred Z. Hill, Tommy Hill, "Swede" J. Swanson, Wick Karns, and W. L. Shaw, Defendants herein, their servants, agents, subordinates, employees, tenants, heirs and assigns, and any persons claiming by, through or under said Defendants and each and every one of them are hereby restrained from selling, manufacturing or storing any liquor as defined in the National Prohibition Act, upon the following lands and premises, to-wit:

A one story frame business building about 25 x 40 feet, situated on Lot 27, Block 22, original town of South Coffeyville, Oklahoma, and

A small one room house and corral situated on Lot 28, Block 22, original Town of South Coffeyville, Oklahoma,

and that said real estate and premises shall not be occupied or used for one year subsequent to the date of April 12, 1928.

And the United States Marshal for the Northern District of Oklahoma is directed to close the said premises and to keep the same closed for a period of one year subsequent to the 12th day of April, 1928.

WITNESS the Honorable Franklin E. Kennamer, Judge of the United States District Court for the Northern District of Oklahoma, this 12th day of April, 1928.

F. E. KENNAMER,
 United States District Judge.

ENDORSED: Filed in U. S. District Court, April 12, 1928.

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

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
v.	)	No. 293-Equity.
B. H. BOWMAN,)	
)	
Defendant.)	

ORDER FOR FINAL HEARING

On this 12th day of April, 1928, it is by the Court ordered that this cause be set for final hearing on Tuesday April 24, 1928.

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

JOHN H. DYKES, RECEIVER OF)	
FIRST NATIONAL BANK OF)	
SAPULPA, OKLAHOMA,)	
Plaintiff,)	
vs.	)	No. 43-Equity.
F. B. REED, I. F. MCGEE,)	
J. A. BOYD, SAM DREYFUS,)	
A. H. STONE, J. W. ADAMS,)	
W. J. MILLER AND ROSE G.)	
CREEGAN, EXECUTRIX OF THE)	
ESTATE OF E. T. CREEGAN,)	
DECEASED,)	
Defendants)	

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION,

District of
TULSA, OKLAHOMA,

OKLAHOMA

THURSDAY, APRIL 12, 1928.

O R D E R

IT IS ORDERED That the defendants herein have fifteen days from this date within which to file briefs herein;

IT IS FURTHER ORDERED THAT West, Gibson, Sherman, Davidson & Hull, attorneys for A. H. Stone, be permitted to withdraw the transcript of evidence and exhibits attached to the Master's report for use in briefing this cause.

DONE this 12th day of April, 1928.

F. E. KENNAMER

ENDORSED: Filed in U. S. District Court, April 12, 1928.

Court adjourned until April 13, 1928.

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA
EQUITY SESSION TULSA, OKLAHOMA. FRIDAY, APRIL 13, 1928.

Court convened pursuant to adjournment, Friday, April 13, 1928, at 9:30 A. M.

Present: Hon. F. E. Kennamer, Judge of U. S. District Court
H. P. Warfield, Esq. Clerk of U. S. District Court

Thereupon, the following proceedings were had and entered, to-wit:

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

PETROLEUM SAFETY APPLIANCE)
COMPANY,)
Plaintiff,)
vs.) No. 221-Equity.
BROOKS ENGINEERING COMPANY,)
Defendant.)

JOURNAL ENTRY OF ORDER OF DISMISSAL
WITHOUT PREJUDICE

On the 13th day of April, 1928, counsel of record in the above entitled cause of action for the plaintiff, Petroleum Safety Appliance Company, appeared in open court and moved the dismissal of its Bill of Complaint against the defendant, Brooks Engineering Corporation, without prejudice.

The Court considered said motion and concluded that the plaintiff was entitled to dismiss its Bill of Complaint without prejudice.

WHEREFORE, the premises considered, and the Court being fully advised, IT IS CONSIDERED, ORDERED AND ADJUDGED that said Bill be and is hereby dismissed without prejudice.

DATED this 13 day of April, 1928.

O. K.: Sam'L C. Boorstin F. E. KENNAMER,
Atty for Deft. Judge.

ENDORSED: Filed in U. S. District Court, April 13, 1928.

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

EMPIRE NATURAL GAS COMPANY,)
A CORPORATION,)
Plaintiff,)
vs.) No. 217-Equity.
SOUTHWEST PIPELINE COMPANY,)
A CORPORATION,)
Defendant.)

D E C R E E

This cause having been heard on _____ 1927, at the _____ term of this Court held at Bartlesville, Oklahoma, and having been submitted and argued by counsel, and the Court finding all the issues herein in favor of the Plaintiff and against the Defendant, now, on this 13th day of April, 1928, it is hereby

ORDERED AND DECREED: That the Defendant Southwest Pipe Line Company and its assigns be enjoined from piping or removing natural gas from the following real estates in Creek County, Oklahoma, to-wit:

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION,

District of
TULSA, OKLAHOMA,

OKLAHOMA
FRIDAY, APRIL 13, 1928.

West Half of the Southeast Quarter of
Section Nineteen, Township Seventeen
North, Range Nine East;

that the Defendant and its assigns cease and desist from interfering in any way with the possession of Cities Service Gas Company (whose name was formerly Empire Natural Gas Company) and its assigns of the real estate above described for the purpose of obtaining the production of natural gas therefrom; that the Southwest Pipeline Company and its assigns be required to specifically perform the terms of that certain gas purchase contract dated April 27, 1923, executed by Revelle Oil Company in favor of Empire Natural Gas Company and covering the real estate above described and that the Defendant Southwest Pipeline Company exhibit to the Plaintiff within sixty days from the date hereof its verified statement showing the quantities of natural gas removed from said real estate by it.

It is further ORDERED, that this Court retain jurisdiction of this cause for the purpose of determining and assessing damages occasioned the Plaintiff by the removal by it of natural gas from the real estate above described or other acts complained of in Plaintiff's bill, and for the assessment of costs herein; that the above and foregoing provisions of this order, enjoining the defendant, Southwest Pipe Line Company, from piping or removing gas, and enjoining said Defendant from interfering with the possession of the Plaintiff for the purpose of obtaining gas, and requiring the Defendant specifically to perform the gas purchase contract mentioned, be and the same are hereby ordered stayed and not to take effect for a period of One Hundred Twenty (120) days from the date of entry of this decree; that said provisions, however, are to take effect immediately upon the expiration of said One Hundred Twenty (120) day period, unless said Defendant has within said period secured herein a further order of this court, granting an appeal and staying this order during the pendency of said appeal.

Defendant, Southwest Pipe Line Company, excepts to the find of the court herein and to the entry of this decree, and said exception is hereby allowed.

F. E. KENNAMER,

United States District Judge.

O. K. N. E. McNeill

ENDORSED: Filed in U. S. District Court, April 13, 1928.

Court adjourned to April 14, 1928.

In the District Court of the United States in and for the

NORTHERN District of OKLAHOMA
EQUITY SESSION, TULSA, OKLAHOMA, SATURDAY, APRIL, 14, 1928.

Court convened pursuant to adjournment, Saturday, April, 14, 1928, at 9:30 A. M.

Present: Hon. F. E. Kennamer, Judge of U. S. District Court
H. P. Warfield, Esq. Clerk of U. S. District Court

Thereupon, the following proceedings were had and entered, to-wit:

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OKLAHOMA,
SITTING AT TULSA

THE APARTMENT BUILDINGS
COMPANY, A CORPORATION,

Complainant,

vs.

No. 308-Equity

JOHN L. SMILEY, AS COUNTY
TREASURER, D. A. ROWE, AS
COUNTY ASSESSOR, AND THE
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF TULSA, STATE
OF OKLAHOMA,

Respondents.

O R D E R

Application for an order of this court having this day been made and presented by Complainant that the contents of certain public records in the office of the County Assessor of Tulsa County, State of Oklahoma, are requisite and necessary to be produced in court, and when so produced to be offered in evidence in order to establish the contentions of Complainant herein, as set forth in its Bill of Complaint, requesting that the process of subpoena duces tecum be issued thereon, directed to the marshal of this court commanding said marshal to summons and serve the same upon D. A. Rowe, as County Assessor of Tulsa County, and that said D. A. Rowe be commanded to be and appear before this Court on Monday, April 16, 1928 at the hour of 9:30 A.M., of said day, and to bring with him certain official public records of his office, to-wit, the assessment rolls, the contents whereof to be used, offered and introduced in evidence at said trial, and good cause appearing therefor, it is hereby

ORDERED that the Clerk of this court be and he is hereby ordered and directed to prepare and issue the process of subpoena duces tecum directed to the marshal of this court, directing and commanding this marshal to summons and serve the same upon said D. A. Rowe, as County Assessor of Tulsa County, Oklahoma, and that he bring with him into court said assessment rolls of his office wherein is contained the assessed and equalized valuations as of January 1, 1927, of that part of Childers Heights Addition to the City of Tulsa known as Lots 9 to 17, both inclusive, Block 12; Lots 5 and 6, Block 13; Lots 5 and 6, Block 14, and Lots 1, 2, 3, 4 and 5, Block 2, Riverford Addition to the City of Tulsa.

Also, the assessment rolls of his office wherein is contained the assessed and equalized values as of January 1, 1927, of the following buildings and structures in the City of Tulsa, to-wit:

- Mayo Hotel,
- Hotel Tulsa,
- Kennedy Building,
- Cosden Building,
- Mid-Continent Building,
- Petroleum Building,
- Sinclair Building,
- Tulsa Trust Building,
- Exchange National Bank Building,
- First National Bank Building,
- Ketchum Hotel,
- Mayo Building,
- Sophiah Plaza;

And it is further ordered that said process of subpoena duces tecum be made returnable forthwith.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION,

District of
TULSA, OKLAHOMA.

OKLAHOMA.

SATURDAY, APRIL 14, 1928.

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

WALBRIDGE-ALDINGER COMPANY,
A CORPORATION,

Plaintiff,

v.

A. J. RUDD, ET AL., AND
CITY OF TULSA, OKLAHOMA,

Defendants.

PITTS-BATEMAN COMPANY,

Intervener.

No. 19-Equity.

ORDER FOR DISTRIBUTION OF FUNDS

Now on this 14th day of April, 1928, the above matter comes on for hearing on the motion of defendant City of Tulsa praying for an order directing the receiver to pay to the City of Tulsa certain funds in his hands derived from the sale of personal property belonging to plaintiff Walbridge-Addinger Company, and intervener Pitts-Bateman Company. Plaintiff appears by Stuart, Cruce and Coakley, and intervener appears by the same counsel, and defendants appear by J. A. Duff, their attorney. Thereupon the court examined the motion and is advised in the premises and finds that the receiver has filed his final report showing that he has funds in his hands derived from the sale of said equipment and personal property amounting to \$16,822.22; that the expenses of the receivership have been paid and that 36% of said money in the hands of the receiver, amounting to \$6,056.00, represents the sale of the equipment and personal property formerly belonging to intervener Pitts-Bateman Company.

The Court further finds that defendant City of Tulsa is entitled to an order directing the receiver to pay said sum of money to said City to apply on the judgment obtained by said defendant City of Tulsa against said intervener Pitts-Bateman Company in this cause.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the final report of the receiver be and the same is hereby approved and confirmed, and the receiver is directed to pay to the City of Tulsa the sum of \$6,056.00 out of the funds in his hands, said sum to be credited upon the judgment obtained by said City of Tulsa against intervener Pitts-Bateman Company, in this cause. No order is made at this time for the distribution of the balance of said funds representing the proceeds derived from the sale of Walbridge-Aldinger equipment; said funds will be distributed by later order.

F. E. KENNAMER,
Judge of the U. S. District
Court.

O.K.: Stuart Coakley & Doerner
Attorneys for Plaintiff

O.K.: Stuart Coakley & Doerner
Attorneys for Intervener

O.K. : J. A. Duff,
Attorneys for Defendant.

ENDORSED: Filed in U. S. District Court, April 14, 1928.

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION

District of
TULSA, OKLAHOMA,

OKLAHOMA
SATURDAY, APRIL 14, 1928.

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

FANNIE S. CARR, HELEN R. BAILEY,
OLIVE R. REIS, C. H. BOSLER,
ALLAMAN, FUNKHOUSER & MURR, A
CO-PARTNERSHIP COMPOSED OF D. W.
ALLAMAN, C. A. FUNKHOUSER, AND
BYRON MURR AND D. W. ALLAMAN,

Complainants,

vs.

THE TULSA STREET RAILWAY COMPANY,
A CORPORATION,

Defendant.

No. 91-Equity-

O R D E R

THIS CAUSE Coming on to be heard upon the application of C. KLINE, Receiver of THE TULSA STREET RAILWAY COMPANY, for leave to issue receiver's certificates in the sum of \$100,000.00, said certificates to be sold and the proceeds therefrom to be used for the purpose of the rebuilding of certain tracks and the repair of others of THE TULSA STREET RAILWAY COMPANY, at Tulsa, Oklahoma, and also to purchase additional busses and service cars to be used by the Receiver in the operation of said company in the City of Tulsa, and to repair and enlarge the car barn of said company in the City of Tulsa, and the Receiver being present in person, and represented by M. A. BRECKINRIDGE, ESQ., attorney for the Receiver, and it appearing to the court that said application was filed on the 4th day of April, 1928, and notice thereof given to C. H. BOSLER, one of the plaintiffs in this cause, and to THE SEABOARD NATIONAL BANK OF NEW YORK, the substituted trustee of the first mortgage upon the properties of the TULSA STREET RAILWAY COMPANY, and it further appearing to the court that ALBERT EMANUEL, the purported holder of more than 80% of the bonds secured by the aforesaid first mortgage, THE SEABOARD NATIONAL BANK OF NEW YORK and C. H. BOSLER have, in writing, consented to the issuance of receiver's certificates in a sum not to exceed \$60,000.00,

The court, after hearing the testimony in open court of C. KLINE, the Receiver, given upon said application, and being fully advised in the premises, is of the opinion that the Receiver should be authorized by this court to issue his certificates in a sum not to exceed \$60,000.00, said certificate to bear 6% interest from the date of their issuance and delivery until paid, to be sold at par, and to be a first lien upon the line of the street car company, its appurtenances, franchises and income, of whatsoever kind and character, in the custody of said Receiver, upon the date of said order or subsequently acquired by him or his successor, except said lien should be subordinate and inferior to the lien of:

Yellow Manufacturing Acceptance Corporation,	Upon 3 Yellow Coach busses,	()	Balance due \$1056.00
Transit Equipment Company	Upon 3 Birney Safety Cars,	()	Balance due \$585.00
Whealton and Townsend	Upon 1 P-6 D C L Portable Air Compressor Rubb- er Tired Wheels,	()	Balance due \$278.00
U. S. L. Battery Corp.	Upon 1 Semi- Portable Conti- nental Gas-Eng- ine Driven Std. Type U. S. L. Welder,	()	Balance due \$723.38
Metal and Thermit Corporation,	For material and supplies for Ther- mit Welding 1500 rail Joints,	()	Balance due \$4909.78

In the District Court of the United States in and for the

NORTHERN
EQUITY SESSION,

District of
TULSA, OKLAHOMA,

OKLAHOMA
SATURDAY, APRIL 14, 1928.

Universal Supply and Machine Company,	Upon 1 7-S Uni- versal Mixer No. 8292 on 4-wheel Trailer mounting 2 cylinder radia- tor Cooled LeRoi Engine #62686 Cower Loader and Measuring Water Tank,	(} (} (} (} (} (} (} (} (}	Balance due \$200.00
White Motor Secur- ities Corporation,	Upon 1 Model 51- D White Truck, with dump body,	(} (}	Balance due \$1320.00
Railway Track Work Company,	Upon 1 Vulcan Rail Joint Grinder,	(} (}	Balance due \$578.19

now in full force and effect.

IT IS, THEREFORE, ORDERED, That the Receiver, C. KLINE, be, and he is hereby authorized to issue and to sell, as needed and as he deems advisable, receiver's 6% interest bearing certificates in a sum not to exceed, however, \$60,000.00, and with the proceeds of such sale to rebuild certain tracks, or parts thereof; to repair certain joints of the tracks of said company, not exceeding, however, 2700, and to purchase two additional busses, all as set forth in the Receiver's application, and that the aforesaid certificate or certificates, when issued and sold, shall become and be an indebtedness of the Receiver or his successor.

IT IS FURTHER ORDERED That the Receiver shall not sell or dispose of said certificates, or any of them, at less than par, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That said certificates, when so issued and sold, shall become, be and constitute a first lien upon the line of the street car company, its appurtenances, franchises and income, of whatsoever kind and character, in the custody of said Receiver, upon the date of said order or subsequently acquired by him or his successor, except, however, said lien is to be subordinate and inferior to the lien of the Yellow Manufacturing Acceptance Corporation; Transit Equipment Company; Whealton and Townsend; U. S. L. Battery Corporation; Metal and Thermo Corporation; Universal Supply and Machine Company; White Motor Securities Corporation, and Railway Track Work Corporation, in the amount set opposite their respective names herein.

The Receiver is further authorized to issue the aforesaid certificates in such denominations, and at such times, as he deems advisable, the interest thereon to begin from the date of sale of any certificate or certificates herein authorized, and

It further appearing to the court that the improvements and repairs to the car barn, and the purchase of the five additional service cars, as prayed for in the Receiver's application, are not at this time absolutely necessary or essential, it is ordered by this court that the proceeds from the sale of any certificates herein authorized shall not be applied to purchase said cars, or any of them, or to repair or improve the car barn. The purchaser of these certificates, however, is not required to see that any money paid to the Receiver for said certificates shall be applied only to the uses and purposes allowed in this order.

Jurisdiction is retained by this court, and leave is hereby reserved to the Receiver to renew his application for leave to issue receiver's certificates for the repairing and improvement of the car barn and the purchase of the five additional service cars, upon timely notice being given to C. H. BOSLER, THE SEABOARD NATIONAL BANK OF NEW YORK and ALBERT EMANUEL.

DONE IN OPEN COURT This 6th day of April, 1928.

F. E. KENNAMER, Judge.

Endorsed: Filed in U.S. Dist. Court, Apr. 14, 1928, as of April 6, 1928.

COURT ADJOURNED UNTIL APRIL 16, 1928.

