

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

The Toledo Trust Company and James P. Schrider, Trustees, and The National Supply Company of Texas, a Texas Corporation, Complainants,

vs.

Enfisco Oil Corporation, the Goodyear Oil Company, Bailey Jones Oil Company, Max Kurzrok, Trustee, Standard Oil Company of Maryland, a corporation, and Security Oil Company, a corporation, Defendants.

In Equity No. 654

ORDER FOR SERVICE BY PUBLICATION

On motion of the plaintiffs in the above entitled cause, by N. A. Gibson, their attorney of record, and it appearing to the court that the defendants Max Kurzrok, Trustee, and Standard Oil Company of Maryland are not inhabitants nor found within this district, and have not voluntarily appeared herein, and that personal service upon them is not practical because their residence and whereabouts are unknown,

IT IS ORDERED that the said defendants Max Kurzrok, Trustee, and Standard Oil Company of Maryland, a corporation, appear, plead, answer or demur to the Bill of complaint filed herein by the 7th day of October, 1932, and in default thereof, that the court will proceed to the hearing, and adjudication of this suit as if said Max Kurzrok, Trustee, and Standard Oil Company of Maryland had been served with process in this district.

IT IS FURTHER ORDERED that this order be published in the Tulsa Daily Legal News, a newspaper of general circulation published at Tulsa, in Tulsa County, State of Oklahoma, once a week for 6 consecutive weeks.

Dated this 24th day of August, 1932.

F. E. KENNAMER District Judge.

ENDORSED: Filed Aug 24 1932 H. P. Warfield, Clerk U. S. District Court

UNITED STATES OF AMERICA, Plaintiff, -vs- ROSA WASHBURNASHLEY, ET AL, Defendants.

No. 674 - Equity.

Now on this 24th day of August, A. D. 1932, it is ordered by the Court that Fred Morton be directed to make bond in the sum of \$500.00 to the Receiver herein for the automobile in question. It is further ordered that said Defendant be discharged from the Rule to Show Cause.

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

CONSOLIDATED OIL CORPORATION,	Complainant,)	
)	
vs.	) In Equity ✓	
	) No. 743	
PRODUCERS AND REFINERS CORPORATION,	Defendant.)	

ORDER NO. 10

Approving Operating Report and Statement of Cash
Receipts and Disbursements for period May 8 to May
31, 1932.

Upon consideration of the duly verified Ancillary Receivers' Report and Application No. 10, wherein said Ancillary Receivers have submitted the following financial statements and schedules, to-wit:

Exhibit "A" - Ancillary Receivers' Balance Sheet, showing the assets and liabilities within this jurisdiction as of May 31, 1932;

Exhibit "B" - Ancillary Receivers' statement of operations within this jurisdiction for period named;

Exhibit "C" - Balance Sheet of assets and liabilities as of May 31, 1932, with all states and districts consolidated;

Exhibit "D" - Operating Statements for period named, with all states and districts consolidated;

Exhibit "E" - Cash Receipts and Disbursements during period named, with all states and districts consolidated;

Exhibit "F" - Statement reflecting Receivers' and Ancillary receivers' equity in the assets of the defendant company as of May 31, 1932;

and pray for an order approving said Report insofar only as it concerns said Operating Statement (Exhibit "B") and said Statement of Cash Receipts and Disbursements (Exhibit "E") for this jurisdiction;

NOW, THEREFORE, IT IS ORDERED that said Ancillary Receivers' Operating Statement for the period May 8 to May 31, 1932 (Exhibit "B") be, and the same hereby is, approved; and it is

FURTHER ORDERED that said statement of Cash Receipts and Disbursements (Exhibit "E"), including the payment of Company liabilities described therein, be, and the same hereby is, approved insofar as said statement and such disbursements affect and relate to the business of the defendant company within this jurisdiction.

DATED this 24th day of August 1932.

F. B. KENNEDY
J U D G E

ENDORSED: Filed Aug 24 1932
H. P. Warfield, Clerk
U. S. District Court DC

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

CONSOLIDATED OIL CORPORATION,	Complainant,)	
)	
vs		)	In Equity No. 743 ✓
)	
PRODUCERS AND REFINERS CORPORATION,	Defendant.)	

ORDER NO. 11

Authorizing Release of Certain Oil
& Gas Leases - August, 1932.

Upon consideration of the Ancillary Receivers' Application No. 11, it is

ORDERED that said Ancillary Receivers be, and they hereby are, authorized to re-lease and disaffirm the oil and gas leases described in Exhibit "A" of said application, and to execute and deliver to the various lessors valid releases thereof.

DATED the 24 day of August, A. D. 1932.

F. E. KENNAMER
J u d g e.

ENDORSED: Filed Aug 24 1932
H. P. Warfield, Clerk
U. S. District Court DC

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

Consolidated Oil Corporation,	Complainant,)	
)	
vs		)	In Equity No. 743 ✓
)	
Producers and Refiners Corporation,	Defendant.)	

ORDER NO. 12

Approving Operating Report and Statement of Cash
Receipts and Disbursements for the month of June, 1932.

Upon consideration of the duly verified Ancillary Receivers' Report and Applica-tion No. 12, wherein said Ancillary Receivers have submitted the following financial state-ments and schedules, to-wit:

Exhibit "A" - Ancillary Receivers' Balance Sheet, showing the assets and liabilities within this jurisdiction as of June 30, 1932;

Exhibit "B" - Ancillary receivers' statement of operations within this juris-diction for the month of June, 1932;

Exhibit "C" - Balance Sheet of assets and liabilities as of June 30, 1932, with all states and districts consolidated;

Exhibit "CC"- Operating Statement for period May 8 to June 30, with all states and districts consolidated;

Exhibit "D" - Cash receipts and Disbursements during the month of June, 1932, with all states and districts consolidated;

Exhibit "E" - Statement reflecting Receivers' and Ancillary Receivers' equity in the assets of the defendant company as of June 30, 1932;

and the said Ancillary Receivers herein, through their counsel, having moved for an order approving said Report insofar only as it concerns said Operating Statement (Exhibit "B") and said Statement of Cash Receipts and Disbursements (Exhibit "D") for this jurisdiction;

NOW, THEREFORE, IT IS ORDERED that said Ancillary Receivers' Operating Statement for the month of June, 1932 (Exhibit "B") be, and the same hereby is, approved; and it is

FURTHER ORDERED that said Statement of Cash Receipts and Disbursements (Exhibit "D"), including the payment of Company liabilities described therein, be, and the same hereby is, approved insofar as said statement and such disbursements affect and relate to the business of the defendant company within this jurisdiction.

DATED this 24 day of August, 1932.

F. E. KENAMER
J u d g e.

ENDORSED: Filed Aug 24 1932
H. P. Warfield, Clerk
U. S. District Court DC

IN THE DISTRICT COURT OF THE UNITED STATES WITHIN AND FOR THE NOR-
THERN DISTRICT OF OKLAHOMA

CONSOLIDATED OIL CORPORATION, Complainant,)
)
 vs.) In Equity No. 743. ✓
)
 PRODUCERS AND REFINERS CORPORATION, Defendant.)

ORDER NO. 13

(Approving Execution of Operating Agreement)

Ancillary Receivers' Application No. 13 having been filed herein, and said application having been considered by the Court, it is

ORDERED that the Operating Agreement of August 3, 1932, by and between the Ancillary Receivers herein and Sinclair Prairie Oil Company providing for the future operation of oil and gas leases of the defendant covering lands lying within the jurisdiction of this Court, be, and the same hereby is, ratified and approved.

DATED this 24th day of August, 1932.

F. E. KENAMER
Judge.

ENDORSED: Filed Aug 24 1932
H. P. Warfield, Clerk
U. S. District Court DC

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

CONSOLIDATED OIL CORPORATION,	Complainant,)	
)	
vs.		)	In Equity No. 743 ✓
)	
PRODUCERS AND REFINERS CORPORATION,	Defendant.)	

ORDER NO. 14

(Authorizing Further Handling of Unoperated Oil and Gas Leases)

Ancillary Receivers' Application No. 14 having been filed herein, and said application having been considered by the Court, it is

ORDERED that the unoperated oil and gas leases belonging to the defendant Company and covering lands lying within the jurisdiction of this Court be, and they hereby are, excluded from the terms and conditions of Order No. 8, entered herein under date of July 14, 1932 requiring the Ancillary Receivers to affirm or disaffirm executory contracts or leases of the defendant Company on or before August 25, 1932, and it is

FURTHER ORDERED that said leases may be renewed, cancelled, released, disaffirmed or affirmed thereafter as the necessity therefor may arise, subject, however, to the further orders of this Court.

DATED the 24th day of August, 1932.

F. E. KENNAMER
Judge.

ENDORSED: Filed Aug 24 1932
H. P. Warfield, Clerk
U. S. District Court DC

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

CONSOLIDATED OIL CORPORATION,	Complainant,)	
)	
-vs-		)	In Equity No. 743. ✓
)	
PRODUCERS AND REFINERS CORPORATION,	Defendant.)	

ORDER NO. 15

(As to Affirmance or Disaffirmance of Certain Executory
Contracts and Leases)

Ancillary Receivers' Report and Application No. 15 having been filed herein, and said Report and Application having been considered by the Court, it is

ORDERED that the Ancillary Receivers herein be, and they are hereby, authorized to disaffirm and reject each of the executory contracts and leases described in Schedule "A" of Exhibit "X" to said Report and Application (including assignments, supplements, amendments, renewals, and other instruments constituting a part thereof), and to affirm and adopt each of the executory contracts and leases described in Schedule "B" of Exhibit "X" to said Report and

Court convened pursuant to adjournment, Friday, August 26th, 1932.

Present: Hon. F. M. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

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

Erle K. Eby,	Complainant,)	
)	
vs.		)	NO. 581 EQUITY
)	
Monarch Royalty Corporation,)	
et al,	Defendants.)	

ORDER TO SHOW CAUSE

On the petition of Villard Martin, as Receiver of the Monarch Royalty Corporation and Monarch Royalty Corporation of Kansas,

IT IS ORDERED BY THE COURT: That A. G. McGovern, and Clifford Sullivan, his attorney, Union Exchange Investment Company, a corporation, and Federal Tax Company, a corporation, and Henry G. Snyder, Fred B. Owen, and Walter A. Lybrand, their attorneys, and each of them, be and appear before this Court at Tulsa, Oklahoma, on the 2nd day of September, 1932, at nine o'clock, A. M., to show cause why they and each of them should not be required and commanded to cease their interference with the property and rights of the Monarch Royalty Corporation of Kansas in the possession and control of petitioner as Receiver, and why they should not be directed and commanded to cause the withdrawal of an Order of Sale they have heretofore caused to be issued in Cause No. 6637 pending in the District Court of Elk County, Kansas, and to stop all sale proceedings thereunder, and why they should not be enjoined and restrained from proceeding to sell or dispose of any right, title or interest of the Monarch Royalty Corporation of Kansas in and to the oil and gas leases on the following described land, to-wit:

The East Half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32); the East Half of the Southwest Quarter of Section Thirty-three (33); the East Half of the Southeast Quarter of Section Thirty-two (32); the West Half of the Southwest Quarter of the Northwest Quarter of Section Thirty-three (33); and the West Half of the Southwest Quarter of Section Thirty-three (33), all in Township Thirty-one South (31S), Range Twelve East (12E), containing in all Three Hundred Eighty (380) acres, more or less, situate in Elk County, State of Kansas,

That in the meantime each of said persons and corporations shall cease and desist from any and all further proceedings in said Cause No. 6637, now pending in the District Court of Elk County, Kansas, shall cease and desist from in any manner carrying on any proceedings under the order of sale issued in said cause, and they and each of them shall command and direct the Sheriff of Elk County, Kansas, to refrain from any further action under said order of sale and from selling any property thereunder until the further order of this Court.

That notice be given the parties herein named by delivery of certified copy of this order to each of them.

Made and entered this 26th day of August, 1932.

RECORDED: Filed Aug 26 1932
H. P. Warfield, Clerk
U. S. District Court

F. M. KENNAMER
JUDGE

ERLE K. EBY,	Plaintiff,)
-vs-		) No. 581 - Equity. ✓
MONARCH ROYALTY CORPORATION, ET AL.,	Defendants.)

Now on this 26th day of August, A. D. 1932, it is by the Court ordered, that the Clerk file and spread mandate of Record in the above entitled cause, same being in words and figures as follows:

UNITED STATES OF AMERICA, ss:

THE PRESIDENT OF THE UNITED STATES OF AMERICA

(SEAL)

TO THE HONORABLE THE JUDGES OF THE DISTRICT COURT OF
THE UNITED STATES FOR THE NORTHERN DISTRICT OF
OKLAHOMA.

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 Erle K. Eby, complainant, and Monarch Royalty Corporation et al., defendants, No. 581, Equity, the order of the said District Court in said cause, entered on October 17, 1931, was in the following words, viz:

"It is, therefore, considered and ordered by the court that each and all of the applications of the claimants herein referred to, to withdraw their said claims without prejudice, be and the same are hereby denied, to which order and action the said claimants are allowed an exception.

"It is further ordered that the said O. G. Rollins, Special Master, give each of said claimants notice of this order, and he proceed to reset said claims for hearing, giving said parties reasonable time to appear and prepare for hearing, and that he thereupon proceed to take testimony offered by either or both parties, and to make his recommendations to the court in accordance with the original order of reference made herein. To all of which each of said claimants are hereby allowed an exception."

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, Tenth Circuit, by virtue of an appeal by Herbert L. Satterlee et al. agreeably to the act of Congress, in such case made and provided, fully and at large appears;

AND WHEREAS, at the April Term, in the year of our Lord one thousand nine hundred and thirty-two, the said cause came on to be heard before the said United States Circuit Court of Appeals, on the transcript of the record from said District Court and was argued by counsel.

On consideration whereof, it is now here ordered, adjudged and decreed by this Court, that the appeal in this cause be and the same is hereby dismissed out of this court; and that James A. Harris, Receiver, and The Monarch Royalty Corporation, a corporation, appellees, have and recover of and from Herbert L. Satterlee and George W. Canfield, composing the firm of Satterlee & Canfield, and John M. Sheedy, appellants, their costs herein.

- - July 19, 1932.

You, therefore, are hereby commanded that such 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 CHARLES E. HUGHES, Chief Justice of the United States, the 23rd day of August, in the year of our Lord one thousand nine hundred and thirty-two.

COSTS OF Appellees:

Clerk,	\$-- --
Printing Record	\$-- --
Attorney,	\$20.00
	<u>\$20.00</u>

Albert trego
Clerk of the United States Circuit Court of Appeals, Tenth Circuit.

ENDORSED: Filed Aug 26 1932
H. P. Warfield, Clerk
U. S. District Court

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

The American-First Trust Company in Oklahoma City, a corporation,	Plaintiff,)
)
vs.)
)
United States of America, Center Oil Company, A. M. Horrall, Gayle Horrall, and J. G. Magoffin, Trustee,	Defendants.)

No. 624 Equity.

CONFIRMATION OF SALE

This cause coming on to be heard at this term on this 26th day of August, 1932, being one of the regular juridical days of said term, on motion filed by plaintiff herein praying confirmation of the sale of the property involved in this action, and the court having duly considered said motion and having examined the notice of said sale caused to be published by the marshal of this court, the return of said marshal filed herein and the certificate of purchase issued by said marshal, finds that said notice, return, and certificate are in all things regular and are in conformity with the decree of this court entered herein on the 5th day of February, 1932; and the court further finds that said sale was had on the 22nd day of June, 1932, in strict conformity with said decree, pursuant to appraisal being duly had as ordered by said decree and as evidenced by the return of appraisers filed herein, at which sale the plaintiff herein was purchaser, bidding the sum of Fifteen Hundred Dollars (\$1500), which was the highest and best bid made and more than two-thirds of the appraised value of said property; that the thirty days redemption period fixed by this court in its decree of February 5, 1932, has elapsed, and, no one entitled by law to redeem said property having redeemed the same, such redemption has expired.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the sale of the following described property, to-wit:

An oil and gas mining lease upon the West Half of the Northwest Quarter (NE 1/4 NW 1/4) of Section 33, Township 18 North, Range 14 East, Tulsa, County, Oklahoma,

together with all right, title, interest and estate therein, as well as oil wells, machinery, buildings, derricks, casings and other equipment and fixtures whatsoever, to The American, First Trust Company in Oklahoma City, a corporation, on June 22, 1932, by the marshal of this court, be and the same hereby is ratified and confirmed.

Court convened pursuant to adjournment, Tuesday, August 30th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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.

SAMUEL W. T. STRAUS and MELVIN L. STRAUS, as Trustees,	Plaintiffs,)	
		)	EQUITY NO. 780. ✓
vs.)	
ALVIN HOTEL, INC., a corporation,	Defendant.)	

ORDER UPON APPLICATION OF RECEIVER
FOR INSTRUCTIONS.

THE VERIFIED APPLICATION of the receiver, ARTHUR J. DEVLIN, being this day presented, and upon consideration thereof, the Court finds that said Receiver should be instructed for the well being of said estate and for the continuation of the operation of the Alvin Hotel, that the Receiver be vested with power and authority to make payment or payments to any and all of such creditors of the Alvin Hotel, Inc. as are enumerated and listed in said verified application; and to this end,

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED that ARTHUR J. DEVLIN, Receiver, be and he is hereby authorized, directed and empowered to pay, either in full or in part, and from time to time as he may have funds available and as may be advisable in his judgment and discretion, such or all of said claims or creditors as are listed, enumerated and attached to the verified application filed by the Receiver this day in his application for instructions.

THIS August 30, 1932.

F. E. KENNAMER
DISTRICT JUDGE.

ENDORSED: Filed Aug 30 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until August 31, 1932.

Court convened pursuant to adjournment, Wednesday, August 31, 1932.

Present: Hon. F. S. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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.

HEP PILE RUBBER COMPANY,	Plaintiff,)
vs.	) Equity No. 614. ✓
OKLAHOMA BRICK AND CEMENT COMPANY,	Defendant.)

ORDER FOR PARTIAL ALLOWANCE OF FEES TO
ATTORNEY FOR RECEIVER.

On this 31st day of August, 1932, Joe T. Dewberry, attorney for the receiver herein, presented to the court his application for partial allowance for fees; and the court having considered said application, and being fully advised in the premises;

IT IS ORDERED BY THE COURT that the sum of \$250.00 be, and the same is hereby allowed to the said Joe T. Dewberry as partial payment for his services as attorney for the receiver herein, and E. B. Skinner, receiver, is hereby ordered and directed to pay said sum to said Joe T. Dewberry out of any funds now in his possession or hereinafter coming into his possession as Receiver.

F. S. KENNAMER
United States District Judge.

ENDORSED: Filed Aug 31 1932
H. P. Warfield, Clerk
U. S. District Court

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

American Central Insurance Company, a corporation,	Plaintiff,)
vs.	) No. 600 Equity ✓
D. L. Purdy, doing business as D. L. Purdy Insurance Agency,	Defendant.)

ORDER FOR SALE OF PERSONAL PROPERTY

Now on this 31st day of August, 1932, the above entitled and numbered cause comes on for hearing upon the application of the receiver herein to sell the personal property, account receivable and policy expirations belonging to the insurance agency of the defendant, D. L. Purdy, at Briskow, Oklahoma, and it appearing to the court that heretofore and on the 22nd day of August, 1932 the court made an order herein for the sale of said personal property, but that said order of sale did not come to the attention of said receiver in time to publish notice thereof as required by said order, and the court being fully advised in the premises,

IT IS ORDERED AND ADJUDGED that the accounts receivable, policy expirations and any and all other and further personal property of whatsoever nature or kind belonging to the defendant, D. L. Purdy, doing business as the D. L. Purdy Insurance Agency at Bristow, Oklahoma, be sold on the 25th day of September, 1932; that said said be private, and that said receiver receive sealed bids for the purchase of the property aforesaid, such bids to be opened by said receiver on the day fixed for the sale of said property as aforementioned. Said receiver is further order and directed to publish notice of said sale, and that bids for said property will be received by him, in some newspaper published and of general circulation in Creek County, Oklahoma, for a period of one week prior to said sale.

Said receiver is further ordered and directed to sell said property to the highest bidder for cash, and within thirty days thereafter, to make a full and complete report thereof to this court.

F. E. KENNAMER
J u d g e

ENDORSED: Filed Aug 31 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until September 1, 1932.

Court convened pursuant to adjournment, Thursday, September 1, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

FEDERAL LIFE INSURANCE COMPANY,	Plaintiff,)	
)	
-vs-		)	No. 556 - Equity. ✓
)	
HENRY BLANDERS, ET AL.,	Defendants.)	

Now on this 1st day of September, A. D. 1932, it is ordered by the Court, that Receiver's Report in the above styled case be, and it is hereby, approved., as per journal entry to be filed.

Court adjourned until September 3, 1932.

Court convened pursuant to adjournment, Saturday, September 3, 1932.

Present: Hon. F. E. Kemmner, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

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

JAMES HASKELL RICHARDSON,	Plaintiff,)
)
vs.		) No. 631 Equity. ✓
)
THE SAPULPA GAS COMPANY, et al,	Defendants.)

ORDER DISALLOWING CLAIM OF C. H. HASKELL

On this September 1, 1932, this cause comes on for hearing upon the question of the allowance of claim number 2, filed against the defendant, Sapulpa Gas Company, by C. H. Haskell, in the sum of One Thousand Fifty Dollars (\$1,050.00), to the allowance of which claim Eben L. Taylor, receiver herein, has heretofore filed objections;

And it appearing to the court that said claim and the objections to the allowance thereof were heard before the court on July 5, 1932, both the claimant, C. H. Haskell, and the receiver, Eben L. Taylor, appearing in person, and that the decision as to the allowance of said claim was reserved by this court subject to its further order, and the court now being well and sufficiently advised in the premises finds that the objections of the said receiver to the allowance of said claim should be sustained, and that the defendant, Sapulpa Gas Company, is not indebted to the claimant, C. H. Haskell, in any sum and that the said claim should be denied.

IT IS, THEREFORE, BY THE COURT CONSIDERED, ORDERED AND ADJUDGED that the objections of the receiver to said claim number 2 of C. H. Haskell against the Sapulpa Gas Company, in the amount of One Thousand Fifty Dollars (\$1,050.00), be and the same are hereby sustained, and that said claim of C. H. Haskell be and the same is hereby denied as a claim against the said defendant, Sapulpa Gas Company.

F. E. KEMMNER
United States District Judge.

RECORDED: Filed Sep 3 1932
H. P. Warfield, Clerk
U. S. District Court 123

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

J. FRANKLIN LANSON,	COMPLAINANT)
)
vs.		) No. 634 Equity. ✓
)
SHAW OIL COMPANY and SHAW OIL CORPORATION,	DEFENDANTS.)

O R D E R

On this 3 day of September, 1932, this cause rec...

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

Standish Hall, Trustee, et al.,	Plaintiffs,)	
-vs-	)	No. 708 Equity ✓
The Knight Realty Company, et al.,	Defendants.)	

O R D E R

Now on this 3rd day of September, 1932, it appearing to the court that the ad valorem taxes on the real estate involved in this case, for the year 1931 are delinquent and past due in the sum of \$2052.75 and penalties have accrued thereon in the sum of \$61.58, and it being for the best interests of all parties to this litigation that said taxes and penalties be paid at this time so as to avoid the accrual of further penalties and costs, and it further appearing to the court that the manager of the property, Mrs. M. E. Dent, has to her credit in bank funds in excess of the total of the above named figures,

IT IS THEREFORE CONSIDERED AND ORDERED BY THE COURT that the said Mrs. M. E. Dent manager of said property heretofore appointed by this court, be and she is hereby instructed and ordered to immediately make payment to the County Treasurer of Tulsa County, Oklahoma, of the sum of \$2,114.33 being the total of the aforesaid ad valorem taxes plus penalties.

F. L. IENHAUER
Judge of the United States District
Court for the Northern District of
Oklahoma.

RECORDED: Filed Sep 6 1932
H. P. Warfield, Clerk
U. S. District Court

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

Consolidated Oil Company, a corp.,	Plaintiff,)	
vs	)	No. 743 Equity. ✓
Producers and Refiners Corporation, a corp.,	Defendant.)	

PRECEDING AND JOURNAL ENTRY SUBSCRIBING UNIT
AGAINST RECEIVERS.

This cause coming on to be heard on this, the 3 day of September, 1932, upon the application of Eugene Jordan for authority to sue the receivers herein, L. R. Crawford and R. W. Spencer, in an action pending in the District Court of Creek County, Oklahoma, being case 20,360, in said court, and styled Eugene Jordan vs. John Willis Miller, et al, which action was instituted by the plaintiff therein to quiet title to certain lands situate in Creek County, Oklahoma, and the said movant appearing by his attorney, George J. Jennings, and the receivers herein appearing by their attorney, R. W. Mellough, and the court being advised in the premises, finds that the movant should be, and he is hereby authorized and permitted

to make said receivers party defendant in said action, and to institute and maintain such action against the receivers heretofore appointed by this court for the defendant, Producers and Refiners Corporation.

F. E. KENNAMER
Judge.

ENDORSED: Filed Sep 6 1932
H. P. Warfield, Clerk
U. S. District Court DC

Court adjourned until September 8, 1932.

Court convened pursuant to adjournment, Thursday, September 8th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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 OF AMERICA,	Complainant,)	
)	
-vs-	)	No. 674 - Equity. ✓
)	
ROSS WASHBURN-CASHEY, et al.,	Respondents.)	

O R D E R

Now on this the 1st day of September, 1932, this matter came on to be heard upon the application of the Receiver heretofore filed herein, asking for an allowance on account of services rendered by said Receiver to the estate involved in this litigation. And, the court having seen and heard said application, and upon due consideration thereof, finds:

That the Receiver herein was appointed on September 21, 1931, and that he has in his possession, as such Receiver, properties of the reasonable value of from \$125,000.00 to \$150,000.00, and that said Receiver has not been allowed any compensation for his services so rendered in this case, since his appointment herein, and that he should be allowed a reasonable amount for said services, and the court finds that \$1200.00 would be a reasonable amount to allow said Receiver for compensation at this time.

IT IS THEREFORE, By the Court, ORDERED, ADJUDGED and DECREED, that Charles S. Walker, the Receiver herein, be, and he is hereby allowed the sum of \$1200.00 on account of the services rendered herein, and said Receiver is hereby directed and instructed to draw a check payable to himself, payable out of the funds of said estate now in his hands, for \$1200.00, which amount is allowed him on his account herein.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Sep 8 1932
H. P. Warfield, Clerk
U. S. District Court

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

Standish Hall, Trustee, et al,	Plaintiff,)
)
vs.		) No. 708 Equity. ✓
)
The Knight Realty Company, et al,	Defendants.)

O R D E R

Upon application of Mrs. M. E. Dent, general manager under the court's instruction for the Cheyenne Arms Apartments, Inc., it appears to the court that there are now taxes due upon personal property, furniture and fixtures, in said apartment in the sum of One hundred ninety-one and 42/100ths Dollars (\$191.42) which amount will become delinquent and subject to be sold under warrants issued to the Sheriff for collection on or after August 20th, 1932. It appears to the court that said taxes should be paid from any funds now on deposit in the bank to the credit of said apartment or Mrs. M. E. Dent, its general manager.

It is, therefore, considered and ordered by the Court that said Mrs. M. E. Dent draw a check, payable to the County Treasurer, for the amount of said personal tax in the sum of \$191.42, said amount being allowed as a credit against said funds now on deposit.

This 8th day of September, 1932.

F. L. KEMMELER
DISTRICT JUDGE.

RECORDED: Filed Sep 6 1932
H. P. Marfield, Clerk
U. S. District Court

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

LESLIE BRYCE & COMPANY,	Plaintiff)
)
v.		) In Equity ✓
		) No. 748
MIDDLE WEST UTILITIES COMPANY,	Defendant.)

ORDER DIRECTING THE FILING OF CLAIMS
AND BARRING CLAIMANTS FAILING TO FILE
WITHIN THE LIMITED.

Upon reading and filing the petition dated August 23, 1932 of the receivers herein for an order directing the filing of claims and barring claimants failing to file within the time ordered by this court, and on due notice to all parties, the court being fully advised in the premises, finds:

1. On April 15, 1932 Edward M. Hurley, Samuel Insell and Charles A. McCulloch were appointed receivers of the Middle West Utilities Company in a substantially identical proceeding, instituted by the same plaintiff against the same defendant, in the District Court of the United States for the Northern District of Illinois, Eastern Division. As on about June 14, 1932 said Samuel Insell resigned as receiver and said Charles McCulloch and the plaintiff acting as receivers.

2. The principal office of the Middle West Utilities Company and all of its books and records were kept in the City of Chicago in the said Northern District of Illinois, and are now in the possession of the receivers appointed by said District Court for the Northern District of Illinois.

3. There are many persons holding claims against Middle West Utilities Company who are or may be entitled to participate in the distribution of assets of said Middle West Utilities Company: On August 17, 1932 an order was entered in the District Court for the Northern District of Illinois directing the filing of claims against said Middle West Utilities Company with said Hurley and McCulloch as receivers on or before January 1, 1933. Said order provided, among other things, that in the filing of and passing on claims no distinction should be made between claimants, if individuals, because of their citizenship or residence, or between claimants, if corporations, because of the state of incorporation or principal place of business, but that all claimants (subject to the rights of secured claimants) should be treated on a parity. A certified copy of the order entered by said District Court is attached to the petition filed herein.

4. By reason of the fact that the books of account, records and other similar documents relating to the affairs of said Middle West Utilities Company are in the hands of the receivers appointed by said District Court for the Northern District of Illinois, it would be more expedient, more economical and more satisfactory in securing equality among all claimants if all claimants file their proof of claims with the receivers appointed by the District Court for the Northern District of Illinois.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. All claims and demands against the Middle West Utilities Company, defendant, shall be filed with Edward B. Hurley and Charles A. McCulloch, receivers, at their office, 20 North Wacker Drive, Chicago, Illinois, on or before January 1, 1933.

2. The receivers are authorized and directed to give public notice for the filing of claims by publication once in each of four successive calendar weeks, on any day in the week, in any newspaper printed in the English language, and published in the City of Tulsa, Oklahoma.

3. All persons failing to present their claims or demands against Middle West Utilities Company, as herein provided, on or before January 1, 1933, shall be barred from sharing in the benefits of the distribution of the moneys and proceeds of properties of the defendant that now are or hereafter shall be in the hands of the receivers herein, and from securing or participating in the distribution of any of the proceeds arising from the sale of the properties of the defendant.

ENTER:

F. E. DELMATER
United States District Judge.

DATED Sept 8, 1932.

WITNESSED: Filed Sep 8 1932
E. F. Warfield, Clerk
U. S. District Court

Court adjourned until September 16, 1932

Court convened pursuant to adjournment, Saturday, September 10th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
E. F. Warfield, Clerk, 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.

Clarissa V. Stowalter,	Plaintiff,)	
)	
vs.		)	No. 544 Equity ✓
)	
New Chicago Mines Corporation, a corporation, et al,	Defendants.)	

ORDER MAKING ADDITIONAL PARTIES DEFENDANT,
and
LEAVE TO FILE ANSWER OUT OF TIME.

On this 10th day of September, 1932, on application of Frank Steele, John Perry and H. E. Bullock,

It is ordered by the court that said parties be and they are hereby made parties defendant herein to the amended supplemental bill of the plaintiff.

It is further ordered by the Court that said parties be and they are hereby granted leave to file instanter answer to said amended supplemental bill of plaintiff.

It is further ordered by the court that Roy Shooper, J. P. Myers and J. W. Anderson be and they are hereby granted leave to file answer instanter out of time.

F. E. KENNAMER
Judge.

RECORDED: Filed Sep 10 1932
E. F. Warfield, Clerk
U. S. District Court

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

James G. Cahill,	Complainant,)	
)	
vs.		)	No. 759 - EQUITY ✓
)	
The Board of Education of the City of Picher, of the State of Oklahoma, design- ated as Independent School District No. 11, Ottawa County, State of Oklahoma, a body corporate and politic; et al.,	Respondents.)	

ORDER

This matter came on regularly for hearing on the 10th day of September, 1932, at the above named place, upon the application of complainant herein.

The undersigned, JUDGE OF THE DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OKLAHOMA, do hereby certify that this case be, and the same is hereby filed, set, without prejudice, and with costs taxed against the defendants, Ar-
thur W. Jackson and J. B. Jackson.

A. B. WILLIAMS,
SPECIAL AGENT IN CHARGE.

A. B. WILLIAMS,
Assistant United States Attorney

RECORDED: Filed September 14, 1932
D. M. Mansfield, Clerk
U. S. District Court

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

United States,)
Plaintiff,)
vs.) No. 656 Equity ✓
Mary E. Bynum,)
Defendant.)

JOURNAL ENTRY.

Now on this 12th day of September, 1932, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, Judge for the Southern District of Oklahoma, and the plaintiff appearing by A. B. Williams, Assistant United States Attorney within and for said District, in its own behalf and in behalf of Andy Miller, a restricted Cherokee Indian, Roll No. 29886, and it appearing that an Order Ex Officio execution against the above defend-
ant, Mary E. Bynum, was filed 30 days prior to this date, said order not having been served upon defendant in conformity with the law, wherefore said order is hereby set aside, and said de-
fendant is hereby restored, and denied any right, title or interest in or to the land involved here-
in, and it is ordered that the execution of the instrument used to enforce the said order be
quashed, and the title to said land be quieted in the said Andy Miller, a full-blood Cherokee, Roll No.
29886, as plaintiff in the premises, Mary E. Bynum, and all persons claiming under her, is hereby fore-
ver barred and forever deprived of title, interest, and any right in or to the land described in said
will of defendant, and hereinbefore described, and vested in the said
Andy Miller or any person claiming under her, as the law so provided.

It is further ordered that the deed to the land described in said will of defendant, as
shown in Exhibit "A", executed by Alfred Holmes and Josie Holman under date of June 6, 1928, and
which included, among other lands, 10 acres of the land covered by the allotment deed to Andy
Miller, shown in Exhibit "B" and attached to the will of defendant in this case, was executed
in violation of the law, and the 10 acres herein described and so said, and is hereby can-
celed, and said defendant, Mary E. Bynum, and all persons claiming under her, is hereby fore-
ever barred and forever deprived of title, interest, and any right in or to said 10 acres
of land described as follows:

Section 24 of Northwest Quarter (24) of Northwest Quarter (17 1/2) of Northwest Quarter
(17 1/2) of Section 16 (16), Township 16 North (16), Range 20 West
(16), in Delaware County, Oklahoma.

Witness my hand and seal of the Court at this day, and the seal of the Court at this day,
1932, and the seal of the Court at this day, Roll No. 29886, the plaintiff in this case.

land.

P. H. KENNAMER
JUDGE

C.M. A. B. WILLIAMS,
A. B. Williams,
Assistant United States Attorney.

ENDORSED: Filed Sep 12 1932
H. P. Warfield, Clerk
U. S. District Court

UNITED STATES OF AMERICA,	Plaintiff,)	
)	
-vs-	)	No. 675 - Equity. ✓
)	
GEORGE G. LAFFOPEL, ET AL,	Defendants.)	

Now on this 12th day of September, A. D. 1932, it is ordered by the Court, after due consideration, that decree be entered for the Defendant in the above cause, all as per journal entry to be filed.

UNITED STATES OF AMERICA,	Plaintiff,)	
)	
-vs-	)	No. 677 - Equity. ✓
)	
H. G. BURT, ET AL,	Defendants.)	

Now on this 12th day of September, A. D. 1932, it is ordered by the Court, after due consideration, that decree herein be entered for the Defendant in the above cause, all as per journal entry to be filed.

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

United States of America,	Plaintiff,)	
)	
vs.	)	No. 696 Equity. ✓
)	
Mollie Pappin, Joe S. McGuire, Adm of Estate of Alex Pappin, deceased, et al,	Defendants.)	

JOURNAL ENTRY.

Now, on this 12th day of September, 1932, this cause came on for hearing in its regular order before honorable P. H. Kennamer, Judge presiding in the United States District Court for the Northern District of Oklahoma, and the plaintiff appearing by A. B. Williams, Assistant United States Attorney, and there being no appearance for any of the defendants in said cause, and it being shown to the Court that this is a suit on a promissory note and a foreclosure of a mortgage securing the same, and that the defendants Joe S. McGuire, in person, and Joe S. McGuire, Administrator of the Estate of Alex Pappin, deceased, Mollie Pappin, Charles J. Sebade, A. J. Renner, F. C. Ferrar, Osage Mercantile Company, First National Bank of

of \$5,481.00, with interest thereon at the rate of seven per cent per annum from December 1, 1927, until paid, and for all costs of this suit.

IT IS THE ORDER AND JUDGMENT OF THE COURT that if said judgment is not paid at the expiration of thirty days from the date hereof, said real estate herein described be ordered sold and that a proper order of sale issue out of this court directed to the United States Marshal of the Northern District of Oklahoma directing him to advertise and sell said property according to law and apply the proceeds of said sale, as follows:

- (1) In the satisfaction of the costs in this case and the costs of sale;
- (2) In the satisfaction of said judgment and interest thereon;
- (3) In the payment of all unpaid past due taxes on said land;
- (4) That the remainder of the proceeds of said sale, if any there be, be turned into this Court, to await the further order of the Court.

If the proceeds of said sale do not satisfy said judgment, let execution issue against judgment debtors for the unpaid balance.

IT IS THE FURTHER ORDER AND JUDGMENT OF THE COURT that John H. Vickrey, U. S. Marshal, being a proper person, be and he hereby is appointed Receiver to take charge of the above described real estate, collect the rents and profits thereon up to and including the sale of said land or the satisfaction of this judgment, and to report his doings thereunder to this Court as the Court may order.

IT IS THE FURTHER ORDER AND JUDGMENT OF THE COURT that the defendants Joe S. McGuire, in person, Joe S. McGuire, Administrator of the Estate of Alex Pappin, deceased, Mollie Pappin, Charles W. Lebadie, E. E. Brenner, F. W. Farrar, Osace Mercantile Company, First National Bank of Pawhuska, Oklahoma, E. B. Cummings, R. P. Cummings, D. S. Thompson, Howard Clark, E. T. Simons and R. C. Clark, co-partners doing business under the firm name and style of Famous Hardware Company, and each and all of them, after the sale of said land, be and they are hereby and forever barred and foreclosed from claiming any right, title, interest, equity, or property in or to said land or any part thereof.

H. J. WILLIAMS
JUDGE.

O.K. H. J. WILLIAMS
H. J. Williams,
Assistant United States Attorney.

RECORDED: Filed by M. 1932
H. E. Westfield, Clerk
U. S. District Court

IN SENATE AND HOUSE OF REPRESENTATIVES OF THE DISTRICT OF OKLAHOMA

United States,

Plaintiff,

vs.

No. 718 - Equity.

O. A. Johnson & S. C. Johnson,

Defendants.

DO NOT SIGN

Done at the City of Oklahoma, Oklahoma Territory, this 18th day of November, 1932, and the same day of the month and year before

Respectfully, J. D. Henshaw, Judge, and the United States Attorney by A. B. Williams, Assistant United States Attorney for the Northern District of Oklahoma, in its own behalf and in behalf of Pearl Bigheart, full-blood Osage Indian; and it appearing that each of said defendants have been served with subpoenas in equity within the Northern District of Oklahoma more than 60 days prior to this date, and neither of said defendants has appeared, or claimed any right, title or interest in or to the land involved herein, nor denied the execution of the instruments sued on herein, and that said defendants, D. E. Johnson and Orle Johnson did, on August 21, 1932, make, execute and deliver to said allottee, Pearl Bigheart, their certain promissory note in writing of that date in the sum of \$30,000.00, payable to said allottee, as alleged in the Bill of Complaint herein, and that on the same date and to secure the payment of said note, said defendants did execute and deliver to said allottee their certain real estate mortgage on the following described land, located in Osage County, Oklahoma, to-wit:

Lots One (1), Two (2) and Three (3) in block twenty-five (25), original town of Fairfax, Oklahoma.

And the Court having heard the evidence of plaintiff, and having examined the instruments sued upon herein, and being fully advised in the premises, finds that there has been a credit made on said note in the sum of \$1044.01, and that there is now due and unpaid on said note the sum of \$28,955.99, with interest at 6% per annum from January 6, 1932, until paid.

The Court further finds that because said defendants D. E. Johnson and Orle Johnson have defaulted in answer herein, any right, title or interest they claim in or to the land herein described is inferior to the right of this plaintiff, and that plaintiff is entitled to judgment against said defendants in the sum sued upon, and to have the mortgage herein foreclosed and said land sold at the expiration of six months from this date if said judgment has not been paid, the proceeds of said sale to be applied to the satisfaction of said indebtedness.

The Court further finds that plaintiff is entitled to have a Receiver appointed to take charge of said property, collect the rents thereon until sale thereof, and report same to this Court as the Court may order.

It is the order and judgment of the Court that plaintiff, in its own behalf and in behalf of its said ward, Pearl Bigheart, do have and recover judgment against said defendants, D. E. Johnson and Orle Johnson, and each of them, in the sum of \$28,955.99, with interest at 6% per annum from January 6, 1932, until paid, and the said attorney's fee, and all costs of this suit.

It is the further order of the Court that if said judgment is not paid in six months from date hereof an order of sale issue out of this court by the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, according to law, without removal, the land hereinbefore described, and to apply the proceeds of said sale as follows:

- First - To the cost of this sale and this suit.
- Second - To the said allottee, Pearl Bigheart, in the sum of \$28,955.99, with interest at 6% per annum from January 6, 1932.
- Third - To pay all unpaid taxes on said property.
- Fourth - To the said defendants, D. E. Johnson and Orle Johnson, in the sum of the balance of the proceeds of the sale.

It is the further order of the Court that the said defendants, D. E. Johnson and Orle Johnson, shall pay to said allottee, Pearl Bigheart, the sum of \$28,955.99, with interest at 6% per annum from January 6, 1932, until paid, and the said attorney's fee, and all costs of this suit.

The Court find or finds that plaintiff is entitled to have a Receiver appointed to take charge of said property, collect the rents thereon until the sale thereof, and report same into this court as the Court may order.

IT IS ORDERED FOR THE ORDER AND JUDGMENT of the Court that the plaintiff, in its own behalf and in behalf of its said ward, Alta J. Doolin, do have and recover judgment against the defendants, F. C. Shidler and Maude Shidler, and each of them, in the sum of \$5700.00, with interest at 7% per annum from February 2, 1932, until paid, and all costs of this suit.

It is the further order of the court that if said judgment is not paid in six months from date hereof an order of sale issue out of this court to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, according to law, without appraisal, the land covered by the mortgage herein, and to apply the proceeds of said sale as follows:

- First - The cost of said sale and this suit.
- Second - Payment to said allottee, Alta J. Doolin, the sum of \$5700.00 with interest at 7% per annum from February 2, 1932.
- Third - Payment of all unpaid taxes on said property.
- Fourth - The residue, if any, to be paid to the Clerk of this court to await the further order of the Court.

It is the further order of the Court that from and after the sale of said land the defendants, F. C. Shidler and Maude Shidler, and each of them, and all persons claiming under them since the commencement of this suit, are forever barred from claiming any right, title, interest or estate in or to the land herein involved, or any part thereof.

It is further ordered that John H. Vickrey, U. S. Marshal is hereby appointed Receiver herein, to take charge of said property until the sale thereof, collect the rents thereon and report same into this court as the Court may order.

F. H. SHANLEY
JUDGE

D.N. A. S. ILLIAMS
A. L. Williams,
Assistant United States Attorney

RECORDED: Filed Sep 12 1933
W. F. Farfield, Clerk
U. S. District Court

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

United States,	Plaintiff,	}
vs.		No. 733 Equity ✓
Shidler and M. J. Tomb,	Defendants.	}

FILED IN OFFICE OF CLERK OF DISTRICT COURT

For a full description of contents, 1933, this court case or regularly to be heard

before Honorable F. L. Kennerly, Judge of the Northern District of Oklahoma, and plaintiff appearing by A. W. Williams, Assistant United States Attorney within and for said district, and it being shown to the Court that an Order Pro Confesso was taken against the above defendants, Ed Yount and W. J. Yount more than 30 days prior to this date, said defendants having been served with subpoenas in equity in the Northern District of Oklahoma more than 60 days prior to this date, and said defendants having failed to appear, plead, answer or demur herein, are by the Court declared to be in default, and that plaintiff is entitled to the relief prayed for in this cause, permanently enjoining said defendants from in any way interfering with the management, possession and control of the premises described in the Bill of Complaint herein, to-wit:

The West Half (72) of the Southeast quarter (324) of Section Seventeen (17), Township Twenty-five (25), Range Ten (10), Osage County, Oklahoma.

IT IS THEREFORE ORDERED that the defendants, Ed Yount and W. J. Yount be and they are hereby permanently enjoined from in any way interfering with the management, possession and control of the above described premises as against the rights of the owner, Agnes Buffalo-Ido, restricted Osage Allottee No. 601, and the Superintendent of the Osage Indian Agency, who acts in behalf of said allottee, and this injunction shall run against said defendants and all persons acting by, through or under them, and each and every one of them are enjoined in the above from all interference with the ownership and possession of said premises herein described.

IT IS FURTHER ORDERED OF THE COURT that this order of injunction shall be sufficient authority for the United States Marshal for the Northern District of Oklahoma to deliver possession of said premises to the Superintendent of the Osage Indian Agency on behalf of said allottee, and said Marshal is directed to serve this order on said defendants or any one acting by, through or under them, and to be his return in this court and await the further order of the Court.

IT IS FURTHER ORDERED OF THE COURT that said defendants, Ed Yount and W. J. Yount pay the costs of this suit.

F. L. KENNERLY
JUDGE

A. W. WILLIAMS
Assistant United States Attorney

W. B. BUFFALO-IDO
U. S. District Court

AGNES BUFFALO-IDO, Plaintiff,

vs.
ED YOUNT and W. J. YOUNT, Defendants.

FILED

Witness my hand and the seal of the Court at Tulsa, Oklahoma, this 12th day of September, 1932.

plaintiff, and that said defendant attorney for the Northern District of Oklahoma, in its own behalf and in behalf of said Fidelis Cheshowahkepah, usque Allegottee No. 161, do hereby order that an order pro confesso be entered against the defendants, J. E. Tolson and Ruth E. Tolson, each of whom has been served with process in equity in the Northern District of Oklahoma more than 60 days prior to this date, and neither of said defendants has appeared, nor claimed any right, title or interest in or to the land involved herein, nor denied the execution of the instruments sued upon, and that said defendants do, on September 17, 1932, make, execute and deliver their certain promissory note in writing of that date in the sum of \$8,000.00, payable to said allottee, Fidelis Cheshowahkepah, as alleged in the Bill of Complaint herein, and on the same date and to secure the payment of said note, did execute and deliver to said allottee their certain real estate mortgage on the following described land located in Garma County, Oklahoma, to-wit:

Lots thirteen (13) and seventeen (17) in Block fifty-nine (49), Pawhuska, Oklahoma.

That thereafter, and after the maturity and non-payment of said note, and for the purpose of further securing payment thereof the said defendants, J. E. Tolson and Ruth E. Tolson made and executed their certain real estate mortgage to the holder of said note, covering certain additional real estate, to-wit:

Lot fifteen (15) in Block Fifty-nine (59), Pawhuska, Garma County, Oklahoma.

That all of said note has not been paid, and said Court having heard the evidence of plaintiff in open court, and having examined the instruments sued upon herein, and being fully advised in the premises, that there is due on said note the sum of \$7199.82, with interest at the rate of 7% per annum from February 17, 1932, until paid.

The Court further finds that because said defendants, J. E. Tolson and Ruth E. Tolson have defaulted in answer herein, and that an order pro confesso has been taken against them, any right, title or interest they claim in or to the land hereinbefore described is inferior to the right of this plaintiff, and that plaintiff is entitled to judgment against said defendants in the sum sued upon, and to have said mortgages herein foreclosed and said premises sold at the expiration of six months from date of said judgment, if same is not paid, the proceeds of such sale to be applied to the satisfaction of said judgment.

The Court further finds that plaintiff is entitled to have a Receiver appointed to take charge of said property, collect the rents thereon until the sale thereof, and report same into this court as the Court may order.

IT IS THE ORDER OF THE COURT AND JUDGMENT of the Court and the plaintiff, in its own behalf and in behalf of its said ward, Fidelis Cheshowahkepah, restricted Garma Allottee No. 161, to have and recover judgment against the defendants, J. E. Tolson and Ruth E. Tolson, and each of them, in the sum of \$7199.82, with interest at the rate of 7% per annum from February 17, 1932, until paid, and reasonable attorney's fee, as the Court do order, and for all costs of this suit.

It is the further order of the Court that if said judgment is not paid in six months from date hereof an order of sale issue out of this court to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, according to law, without compromise with, the land covered by said mortgages, and to apply the proceeds of said sale as follows:

- First - To pay the cost of said sale and this suit.
- Second - To pay to said allottee, Fidelis Cheshowahkepah, the sum of \$7199.82, with interest at 7% per annum from date of suit, 1933.
- Third - To pay the full unpaid taxes on said property.
- Fourth - The residue, if any, to be paid to the Clerk of this court to be held in accordance with the further order of the Court.

It is the further order of the Court that from and after the sale of said land said defendants, J. E. Tolson and Ruth E. Tolson, and each of them, and all persons claiming under them since the commencement of this suit, are forever barred from claiming any right, title or interest in or to said land herein involved, or any part thereof.

It is further ordered that John H. Vickrey, U. S. Marshal, is hereby appointed Receiver herein, to take charge of said property, collect the rents thereon until sale thereof, and report same into this court, as the Court may order.

F. E. YEHRMANN
JUDGE

O.K. A. E. WILLIAMS
A. E. Williams
Assistant United States Attorney

ENDORSED: Filed Sep 12 1932
H. P. Farfield, Clerk
U. S. District Court

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

United States,)
Plaintiff,)
)
vs.)
) No. 722 Equity)
)
William S. Wilson, Alpha Wilson, Osage Bank)
of Fairfax, a corporation, and C. G. Shull,)
Bank Commissioner of Oklahoma,)
Defendants.)

FEDERAL WRIT.

Now on this 12th day of September, 1932, this cause came on regularly to be heard before honorable F. E. Yehrmann, Judge, presiding, and the United States appearing by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, in its own behalf and in behalf of Pearl Rightart Smith, a restricted Osage Indian, and it appearing that an order Pro Confesso was taken herein more than 30 days prior to this date, against all of the defendants herein, each of whom has been served with subpoena in equity in the Northern District of Oklahoma more than 60 days prior to this date, and neither of said defendants has appeared, or claimed any right, title or interest in or to the land involved herein, nor denied the execution of the instruments sued upon, and that the said defendants, William S. Wilson and Alpha Wilson did, on April 1, 1927, make, execute and deliver to said Pearl Rightart Smith, their certain promissory note in writing of that date in the sum of \$1,000.00, as alleged in the bill of complaint herein, and that on the same date and to secure the payment of said note, said defendants did execute and deliver to said Pearl Rightart Smith their certain deed or conveyance on the following described land, located in Osage County, Oklahoma, to-wit:

South half of northeast quarter; West half of the same; and also sections 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.

That said note has not been paid, and the court having heard the evidence of plaintiff in open court, and having examined the instruments sued upon herein, and being fully advised in the premises, finds that there is due on said note the sum of \$12,929.32, with interest at the rate of 7% per annum from March 8, 1922, until paid.

The Court further finds that because each of said defendants herein, William E. Wilson, Alma Wilson, Orange Bank of Fairfax, a corporation, and G. G. Skull, Bank Commissioner of Delaware, have defaulted in answer herein, and that an order Pro Confesso has been taken against the said defendants, title or interest they claim in or to the land hereinabove described is in favor of the plaintiff, and that plaintiff is entitled to judgment against the defendants William E. Wilson and Alma Wilson in the sum sued upon, and to have the forty acre tract hereinafter described and said land sold at the expiration of six months from date of said judgment, if so ordered by the court, the proceeds of sale to be applied to the satisfaction of said judgment.

The Court further finds that plaintiff is entitled to have a Receiver appointed to take charge of said property, collect the rents thereon until sale thereof, and report same to this court as the Court may order.

IT IS ORDERED THE ORDER AND JUDGMENT of the Court that the plaintiff, in its behalf and behalf of the said ward, Pearl Righter Smith, do have and recover judgment against the defendants, William E. Wilson and Alma Wilson, and each of them, in the sum of \$12,929.32, with interest thereon at the rate of 7% per annum from March 8, 1922, until paid, and reasonable attorney's fee and all costs of this suit.

It is the further order of the Court that if said judgment is not paid in six months from date of said order of sale issue out of this court to the United States Marshal for the Eastern District of Delaware, commanding him to advertise and sell, according to law, without appraisal, the land covered by said mortgage, the proceeds of said sale to be applied as follows:

- First - To the cost of said sale and this suit.
- Second - To said Pearl Righter Smith the sum of \$12,929.32, with interest at 7% per annum from March 8, 1922.
- Third - Payment of all unpaid taxes on said property.
- Fourth - The balance, if any, to be paid to the Clerk of this court to await the further order of the Court.

It is the further order of the Court that from and after the sale of said land the defendants herein, William E. Wilson, Alma Wilson, Orange Bank of Fairfax, a corporation, and G. G. Skull, Bank Commissioner of Delaware, and each of them, and all persons claiming under them shall be forever barred from claiming any right, title, interest or estate in or to the land herein involved, or any part thereof.

It is further ordered that John H. Vickrey, U. S. Marshal, is hereby appointed Receiver and to take charge of said property, collect the rents thereon until sale thereof, and report same to this court as the Court may order.

D. L. HARRIS
CLERK

W. E. Wilson
Alma Wilson
Attorneys for Plaintiff

Filed for Record
D. L. Harris, Clerk
U. S. Marshal Court

Court convened pursuant to adjournment, Wednesday, September 14th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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.

VICTOR ALIFFORD,	Plaintiff,)	
)	
vs.		)	No. 201 Equity. ✓
)	
JOHNS-MANVILLE, INC., et al.,	Defendants.)	

ORDER OF REVIVAL

NOW on this 14th day of SEPTEMBER, 1932, the above matter came on for hearing upon the motion of F. E. Riddle and Rob't. W. Gibbs suggesting the death of the plaintiff, Victor Clifford, and moving that said cause be revived in the name of Clarence Tingley, as Administrator of the estate of the said Victor Clifford, deceased; the Court having heard the argument of counsel for the respective parties and being fully advised in the premises finds that said motion should be sustained and said cause revived;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the above suit be, and it hereby is revived and that the said Clarence Tingley, Administrator be, and he hereby is substituted as party plaintiff, for the original plaintiff, Victor Clifford, and that all proceedings and orders and matters of every kind in this suit up to the present time shall stand in this revived suit with the same force and effect, had not the said Victor Clifford died, to all of which the defendant, Johns-Manville, Inc. excepts, and its exception is allowed.

IT IS FURTHER ORDERED that the said substituted plaintiff answer the interrogatories filed herein by the defendant, Johns-Manville, Inc., within thirty (30) days from this date.

F. E. KENNAMER
District Judge.

OKEH as to form:
F. E. RIDDLE
Attorneys for Plaintiff.

OKEH as to form:
MASON WILLIAMS & FRENCH
Attorneys for Defendant.

ENDORSED: Filed Sep 22 1932
H. P. Warfield, Clerk
U. S. District Court

REAL ESTATE MORTGAGE TRUST COMPANY,)
 a corporation, TRUSTEE and OLIVER)
 D. SCHNAARE,) Plaintiffs,)
 -vs-)
 LOUIS JACOBS, FANNIE JACOBS, DREYFUS)
 BROTHERS, A CORP, THE WHITE COMPANY, A)
 CORP. & NATIONAL BANK OF COMMERCE OF)
 TULSA, OKLA. A CORP.,) Defendants.)

No. 522 - Equity. ✓

Now on this 14th day of September, A. D. 1932, there comes on for hearing motion for allowance of attorney fees for Guardian Ad Litem in the above case. Thereafter, after being fully advised in the premises, it is ordered by the Court that said motion be, and it is hereby, denied.

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

United States of America,) Plaintiff,)
 v.)
 Board of County Commissioners of)
 Osage County, Oklahoma,) Defendants)

No. 550 Equity ✓

JOURNAL ENTRY

Now on this the 14th day of September A. D. 1932, the same being one of the regular days of the Special March A. D. 1932 Term of said court, sitting at Tulsa, there coming on for hearing the motion of the defendants to modify Final Decree, the defendants appearing by Leander Hall, Assistant County Attorney, Osage County, Oklahoma, and the plaintiff appearing by the United States Attorney, and it appearing to the court that said motion of the defendants to modify Final Decree was filed herein after said cause had been appealed to the Circuit Court of Appeals, and for that reason the court has lost jurisdiction of said cause, and the same is now vested in the Circuit Court of Appeals,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said motion be stricken from the motion docket.

F. E. KENNAMER
Judge

O.K. HARRY SEATON
Assistant U. S. Attorney

ENDORSED: Filed Sep 14 1932
H. P. Warfield, Clerk
U. S. District Court

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

Erle K. Eby,	Complainant,)	
)	
vs.	)	No. 581 Eq.
)	
Monarch Royalty Corporation, et al.,	Defendants.)	

O R D E R

On motion of Villard Martin, Receiver in the above entitled cause,

IT IS HEREBY ORDERED that all claims allowed in this receivership proceeding in amounts of less than \$100.00 be paid by said Receiver out of any funds coming into his hands as such receiver.

Dated this 14 day of September, 1932.

F. E. KENNAMER
J u d g e.

ENDORSED: Filed Sep 14 1932
H. P. Warfield, Clerk
U. S. District Court ME

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

Erle K. Eby,	Complainant,)	
)	
vs.	)	No. 581 Eq.
)	
Monarch Royalty Corporation, et al.,	Defendants.)	

O R D E R

On motion of Villard Martin, Receiver in the above entitled cause,

IT IS ORDERED by the court that said Receiver be, and he is hereby authorized and directed to compromise and settle the case of Olive H. Chesebro against Monarch Royalty Corporation, et al., No. 659 Equity, in the District Court of the United States for the Northern District of Oklahoma, by payment to the plaintiff therein of the sum of \$6,500.00 in cash.

AND IT IS FURTHER ORDERED that Villard Martin, as such Receiver, request Walter B. Scott, ancillary receiver of Monarch Oil and Royalty Corporation of Texas, a subsidiary of Monarch Royalty Corporation, a Delaware Corporation, to forward to Villard Martin \$6,500.00 of the funds in his hands as such ancillary receiver.

Made and ordered entered this 14 day of September, 1932.

F. E. KENNAMER
J u d g e.

ENDORSED: Filed Sep 14 1932
H. P. Warfield, Clerk
U. S. District Court ME

DATED the 14 day of Sept., A. D. 1932.

F. E. KENNAMER
Judge.

ENDORSED: Filed Sep 14 1932
H. P. Warfield, Clerk
U. S. District Court DC

UNITED STATES OF AMERICA,	Plaintiff,)	
)	
-vs-	)	No. 752 - Equity. ✓
)	
JOHN A. STUART,	Defendant.)	

Now on this 14th day of September, A. D. 1932, it is ordered by the Court that motion of Defendant to dismiss be, and it is hereby, overruled. Defendant given ten (10) days to answer.

UNITED STATES OF AMERICA,	Plaintiff,)	
)	
-vs-	)	No. 768 - Equity. ✓
)	
BLANCHE A. HOLBERT & G. L. HOLBERT,	Defendants.)	

Now on this 14th day of September, A. D. 1932, it is ordered by the Court that motion to quash herein be, and it is hereby, overruled. Given ten (10) days to answer.

UNITED STATES OF AMERICA,	Plaintiff,)	
)	
-vs-	)	No. 769 - Equity. ✓
)	
H. K. & SADIE H. CURTIS,	Defendants.)	

Now on this 14th day of September, A. D. 1932, it is ordered by the Court, that motion of Defendant to dismiss be, and it is hereby, sustained. Fifteen (15) days to amend. Ten (10) days to plead or fifteen (15) days to answer for the Defendants.

Court adjourned until September 15, 1932.

Court convened pursuant to adjournment, Thursday, September 15, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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.

Federal Life Insurance Company, a corporation,	Plaintiff)	
)	
vs.		)	No. 556 Equity. ✓
)	
Henry Flanders, Fannie Flander, his wife, et al.,	Defendants.)	

ORDER APPROVING RECEIVER'S REPORT
DISCHARGING RECEIVER AND
RELEASING BOND.

Now on this the first Day of September, 1932, comes on for hearing the final report of Jacob Smith as receiver. The plaintiff appearing by its attorneys, H. T. Tumilty and William T. Rye, Esqrs. and the defendants appearing neither in person nor by attorney, and no objections being made to the report, the court finds the same should be approved.

IT IS THEREFORE ORDERED that the report of Jacob Smith as receiver in this case be, and the same is hereby approved in all matters and things; that the receiver be and hereby is discharged, and his bond and bondsmen released, absolved and acquitted of and from all liability in the trust.

F. E. KENNAMER
Judge.

ENDORSED: Filed Sep 15 1932
H. P. Warfield, Clerk
U. S. District Court ME

OIL WELL SUPPLY COMPANY,	Plaintiff,)	
)	
-vs-		)	No. 770 - Equity. ✓
)	
GRAY OIL CO., A CORP., ET AL,	Defendants.)	

Now on this 15th day of September, A. D. 1932, it is ordered by the Court, that Motion to Remand in the above case be, and it is hereby, taken under advisement.

Court adjourned until September 16, 1932.

Court convened pursuant to adjournment, Friday, September 16th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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.

Erle K. Eby,	Complainant,)	
)	
vs.		)	No. 581 Eq. ✓
)	
Monarch Royalty Corporation, et al.,	Defendants.)	

O R D E R

On motion of Villard Martin, receiver of Monarch Royalty Corporation of Kansas, a Delaware corporation, it is, by the court,

ORDERED that the assignment and conveyance to M. D. Stryker by said receiver of all his interest and all the interest of the Monarch Royalty Corporation of Kansas in and to oil and gas leases in Elk County, Kansas, on the following described lands, to-wit:

The East Half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 32; the East Half of the Southwest Quarter of Section 33; the East Half of the Southeast Quarter of Section 32; the West Half of the Southwest Quarter of the Northwest Quarter of Section 33, and the West Half of the Southwest Quarter of Section 33, all in Township 31 South, Range 12 East, containing in all 380 acres, more or less,

and all interest in contract of October 8th, 1928, between Union Exchange Investment Company, a Delaware Corporation, and Monarch Royalty Corporation, a Delaware corporation, for the consideration of \$575.00, be, and the same is hereby approved, and the said receiver is directed on receipt of said sum to deliver said assignment and conveyance to M. D. Stryker.

Entered this 16th day of September, 1932.

F. E. KENNAMER
J u d g e.

ENDORSED: Filed Sep 16 1932
H. P. Warfield, Clerk
U. S. District Court

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

T. J. Booth, Et al,	Complainants,)	
)	
vs.		)	No. Equity 663. ✓
)	
Greer Investment Company, a corporation, Et Al,	Defendants.)	

O R D E R

The above entitled case came on to be heard on this the 16th day of September

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

J. FRANKLIN LAUSCH,	Complainant)	
)	
vs.	)	IN EQUITY NO. 684 ✓
)	
SUNRAY OIL COMPANY AND)	
SUNRAY OIL CORPORATION,	Defendants)	

ORDER AUTHORIZING RECEIVER TO EXECUTE CONTRACT
WITH SPEARWOOD OIL COMPANY

This cause coming on to be heard on the application of the Receiver herein for an order authorizing and directing him to execute a contract, copy of which was attached to the petition of the receiver, and an oil and gas mining lease, copy of which was attached to said petition, both to be entered into by and between the Receiver of the Sunray Oil Company and the Spearwood Oil Company, and the Court upon reading the petition, the contract and the oil and gas mining lease, and being fully advised in the premises, finds that said contract is fair upon its face to the parties thereto, that it would be to the best interest of the Receivership estate to enter into said contract and to execute the said oil and gas mining lease provided for therein in order to test the productivity of the land described therein for oil and gas purposes, a part of which oil and gas mineral rights the defendant herein, Sunray Oil Company has title thereto; it is, therefore,

ORDERED ADJUDGED AND DECREED by the Court that the Receiver herein be and he is hereby authorized and directed to enter into said contract with the Spearwood Oil Company and to execute an oil and gas mining lease, as per copy attached to the petition of the Receiver herein, to the said Spearwood Oil Company covering the following described lands:

The N $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of section 34,
Township 9 North, Range 5 East, Seminole County, Oklahoma.

Dated this 14 day of September, 1932.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Sep 16 1932
H. P. Warfield, Clerk
U. S. District Court

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

Marie Lewis	Plaintiff)	
)	
versus)	
	)	Equity No. 712 ✓
The First National Bank and Trust Company,)	
of Tulsa, Oklahoma, as Executor, and Minnie B.)	
Smith, as co-executor of the Estate of James)	
B. Bragassa, deceased	Defendants)	

O R D E R

NOW, on this the 16th day of September, 1932, the above cause comes on for hearing upon the motion of defendants to amend their answer, without prejudice to trial, by adding to the original answer...

It appearing to the court that plaintiff has agreed, in writing, that said defendants may file their amended answer without prejudice to trial.

IT IS THEREFORE ORDERED that said defendants be, and are, hereby permitted and granted leave to file their amended answer in this cause.

Dated this 16th day of September, 1932.

F. E. KENNAMER
Judge.

ENDORSED: Filed Sep 16 1932
H. P. Warfield, Clerk
U. S. District Court

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

James G. Cahill,	Complainant,)	
)	
vs.)	
)	
The Board of Education of the City of Picher,		)	No. 759 Equity. ✓
of the State of Oklahoma, designated as In-)	
dependent School District No. 15, Ottawa)	
County, State of Oklahoma, a body corporate)	
and politic, et al.,	Respondents.)	

ORDER FOR TAKING DEPOSITIONS

On this 16 day of September, 1932, upon the verified application of plaintiff and for good cause shown, it is ordered that plaintiff be allowed to take the depositions of James G. Cahill and Andrew Baur, as witnesses for said plaintiff, to be used upon the trial of this cause and that said depositions may be taken before Patrick A. Lavin, a Notary Public, at St. Louis, State of Missouri, upon 4 days notice in writing, the said depositions to be filed with the clerk of this court not less than 1 days prior to the trial of said cause.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE.

ENDORSED: Filed Sep 16 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until September 17, 1932.

Court convened pursuant to adjournment, Saturday, September 17, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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.

Hanna Anderson,	Complainant,)	
)	
vs.)	
O. K. Peck, as Trustee, et al,	Defendants,	)	No. 562 Equity.
)	
and)	
United States of America,	Intervenor.)	

O R D E R

NOW, on the 17th day of September, 1932, upon application of solicitors for the complainant and intervenor, for good cause shown, it is

ORDERED that the complainant and the intervenor be, and they are hereby granted until the 26th day of September, 1932, to file and lodge herein their objections to the narrative statement of the case lodged herein by the defendant, Jack Roberts, on the 7th day of September, 1932; and also until the 26th day of September, 1932, to file and lodge herein complainant's and intervenor's counter and substitute praecipe and counter and substitute narrative statement.

F. E. KENNAMER
District Judge.

O.K. A. E. WILLIAMS
Assist. U. S. Atty.

ENDORSED: Filed Sep 17 1932
H. P. Warfield, Clerk
U. S. District Court

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

Olive H. Chesebro	Plaintiff)	
)	
vs.		)	NO. 659 EQUITY
Monarch Royalty Corporation, et al,	Defendants.)	

ORDER OF DISMISSAL

On motion of the plaintiff the above cause is hereby dismissed with prejudice at plaintiff's costs.

operating the business of the Sunray Oil Company as a going concern since October 24, 1931; that during the greater portion of said period the franchise license tax claim of \$753.00 for the year 1931-1932 extending from July 1, 1931 to June 30, 1932, was payable, and it appearing to the court that the franchise license tax during the receivership for the year 1932-1933 should be paid by the Receiver as a part of the expense of administration and that it is proper that said franchise license tax for the year 1931-1932 in the sum of \$753.00 also be paid; it is, therefore,

ORDERED ADJUDGED AND DECREED by the Court that the Receiver herein be and he is hereby authorized, ordered and directed to pay to the Oklahoma Tax Commission of the State of Oklahoma the sum of \$753.00 in full payment of the Oklahoma franchise license tax of the Sunray Oil Company for the year commencing July 1, 1931 and ending June 30, 1932.

IT IS FURTHER ORDERED by the Court that the Receiver herein pay, during the course of the Receivership and as a part of the expenses of administration, the annual franchise license tax of the Sunray Oil Company in the State of Oklahoma and elsewhere during the time the said Receivership Estate shall be operated as a going business concern under the orders of this Court.

Dated September 17, 1932.

F. E. KENNAMER
United States District Judge

ENDORSED: filed Sep 17 1932
H. P. Warfield, Clerk
U. S. District Court ME

DALE JOE KEELER,

Plaintiff,)

-vs-

) No. 783 - Equity. ✓

SAM W. STROUD,

Defendant.)

Now on this 17th day of September, A. D. 1932, it is ordered by the Court, upon motion of the Plaintiff, that the above cause be, and it is hereby, dismissed at the cost of the Plaintiff.

Court adjourned until September 19, 1932.

EQUITY SESSION

TULSA, OKLAHOMA

MONDAY, SEPTEMBER 19, 1932

Court convened pursuant to adjournment, Monday, September 19th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

(Cont'd on next page)

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

CONSOLIDATED OIL CORPORATION,	Complainant,)	
)	
-vs-	)	In Equity No. 743 ✓
)	
PRODUCERS AND REFINERS CORPORATION,	Defendant.)	

ORDER NO. 17

(Approving Operating Report and Statement of
Cash Receipts and Disbursements for the month
of July, 1932)

Upon consideration of the duly verified Ancillary Receivers' Report and Application No. 17, wherein said Ancillary Receivers have submitted the following financial statements and schedules, to-wit:

Exhibit "A" - Ancillary Receivers' Balance Sheet, showing the assets and liabilities within this jurisdiction as of July 31, 1932;

Exhibit "B" - Ancillary Receivers' statement of operations within this jurisdiction for the month of July, 1932;

Exhibit "C" - Balance Sheet of assets and liabilities of July 31, 1932, with all states and districts consolidated;

Exhibit "CC"- Operating Statement for period May 8 to July 31, with all states and districts consolidated;

Exhibit "D" - Cash Receipts and Disbursements during the month of July, 1932, with all states and districts consolidated;

Exhibit "E" - Statement reflecting Receivers' and Ancillary Receivers' equity in the assets of the defendant company as of July 31, 1932;

and pray for an order approving said Report insofar only as it concerns said Operating Statement (Exhibit "B") and said Statement of Cash Receipts and Disbursements (Exhibit "D") for this jurisdiction;

NOW, THEREFORE, IT IS ORDERED that said Ancillary Receivers' Operating Statement for the month of July, 1932, (Exhibit "B") be, and the same hereby is, approved; and it is

FURTHER ORDERED that said Statement of Cash Receipts and Disbursements (Exhibit "D"), including the payment of Company liabilities described therein, be, and the same hereby is, approved insofar as said statement and such disbursements affect and relate to the business of the defendant company within this jurisdiction.

Dated this 19th day of September, 1932.

F. E. KENNAMER
Judge.

ENDORSED: Filed Sep 19 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until September 20, 1932.

Court convened pursuant to adjournment, Tuesday, September 20th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

MEXIA PLANING MILL CO. A CORP.,	Plaintiff,)	
)	
-vs-	)	No. 602 - Equity.
)	
H. RICKMAN,	Defendant.)	

Now on this 20th day of September, A. D. 1932, it is ordered by the Court that motion to dismiss be, and it is hereby, sustained as to that part relative to malicious prosecution. It is further ordered by the court that all other parts be, and they are hereby, overruled and exceptions allowed.

UNITED STATES OF AMERICA,	Plaintiff,)	
)	
-vs-	)	No. 757 - Equity.
)	
BERNARD A. GILLESPIE, ET AL,	Defendants.)	

Now on this 20th day of September, A. D. 1932, it is ordered by the Court that leave be granted Plaintiff to file amended petition herein. It is further ordered by the Court that further hearing on motion to dismiss be continued to September 21, 1932.

Court adjourned until September 21, 1932.

Court convened pursuant to adjournment, Wednesday, September 21, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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 OF AMERICA,	Complainant,)	
)	
-vs-	)	No. 674 Equity.
)	
ROSA MASHONKASHEY, et al.,	Respondents.)	

O R D E R

Now on this the 21st day of September, 1932, this matter came on to be heard upon the petition filed hereinby Charles W. Walker, Receiver heretofore appointed herein, asking the Court to authorize and instruct him to make certain improvements, not to exceed approximately

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

United States of America,	Plaintiff,)	
)	
vs.)	
		)	No. 757 Equity.
Bernard A. Gillespie, F. A. Gillespie,)	
Maude Gillespie, F. A. Gillespie and)	
Sons Company, and National Bank of)	
Commerce, of Tulsa, Oklahoma,	Defendants.)	

ORDER FOR ALIAS SUBPOENA OUTSIDE DISTRICT.

Now, on this 21 day of September, 1932, it appearing to the Court that the defend-
ants, Bernard A. Gillespie, F. A. Gillespie and Maude Gillespie, have not been served with
process; and it further appearing that the defendants Bernard Gillespie and Maude Gillespie
are outside the jurisdiction of the court, but that service on them is proper under section
118, U. S. C. A.;

IT IS ORDERED that alias subpoena in equity do issue from this Court against
said defendants and that same as to Bernard A. Gillespie issue to both the District of Arizona
and the Southern District of California, and that, as to Maude Gillespie, the same do issue
to the Southern District of California, returnable 20 days from date of service.

F. E. KENNAMER
JUDGE.

O.K. A. E. WILLIAMS
A. E. Williams,
Assistant United States Attorney.

ENDORSED: Filed Sep 21 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until September 23, 1932.

Court convened pursuant to adjournment, Friday, September, 23, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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.

SAMUEL J. T. STRAUS and MELVIN L. STRAUS, as Trustees,	Plaintiffs,)	
		)	EQUITY NO. 780 ✓
vs.)	
ALVIN HOTEL, INC., a corporation,	Defendant.)	

ORDER UPON APPLICATION FOR TEMPORARY AT-
TORNEY'S FEES

IN THE ABOVE entitled cause, the verified application of Samuel A. Boorstin being presented, and upon consideration thereof, the Court finds that the application should be allowed at the present time for a temporary allowance of attorney's fees.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED That Arthur J. Devlin, Receiver, be and he is hereby authorized to pay to Samuel A. Boorstin a temporary allowance for counsel fees in said cause, in the sum of \$600.00.

SIGNED this September 24, 1932.

F. E. KENNAMER
DISTRICT JUDGE

ENDORSED: Filed Sep 24 1932
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned until September 26, 1932.

Court convened pursuant to adjournment, Monday, September 26th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

CLARISSA VALLIERE SHOWALTER,	Plaintiff,)	
		)	No. 544 - Equity. ✓
-vs-)	
NEW CHICAGO MINE CORPORATION,	Defendant.)	

Now on this 26th day of September, A. D. 1932, it is ordered by the Court that claim of Plaintiff be adjudicated as a first and prior lien and that materialman's liens be adjudicated as a second and prior lien and that watchman's claims be adjudicated as a third and prior lien, all as per journal entry to be filed.

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

Hanna Anderson,	Complainant,)	
)	
vs.)	
)	
O. K. Peck, as Trustee, et al,	Defendants,	)	No. 562 Equity ✓
)	
and)	
)	
United States of America,	Intervenor.)	

ORDER PRAECIPE FOR RECORD IN CIRCUIT COURT OF
APPEALS PRESENTED BY COMPLAINANT AND INTERVENOR,
APPELLEES, TO SUPPLEMENT APPELLANT'S PRAECIPE FOR
RECORD.

To the Honorable Court Clerk of the United States District Court for the Northern District of
Oklahoma:

You are hereby respectfully requested, in making a transcript of record to be fil-
ed in the United States Circuit Court of Appeals for the Tenth Circuit, pursuant to an appeal
allowed in the above entitled cause on the 31st day of December, 1931, to include in the record
and transcript, the following additional portions of the record as hereinafter designated, omit-
ting captions and formal parts thereof:

Designation	Date of Filing
Show filing date of original bill of complaint, omitting original bill of complaint and exhibits thereto, for the reason that amended and supplemental bill of complaint, as amended, contains all material averments and exhibits.	7/21/31
Return notice to acting superintendent of Five Civilized Tribes, showing service thereof.	7/25/30
Order granting leave to file amended and supplemental bill of complaint instanter	10/10/30
Amended and supplemental bill of complaint together with all exhibits attached thereto	10/10/30
Writ of scire facias to Maggie M. Peck, with return of service	10/21/30
Order granting complainant leave to amend her amended and supplemental bill	11/3/30
Petition of intervention for and on behalf of United States, omitting all exhibits except exhibits "A", "N", "O", "P", and "V". (Remainder of exhibits are attached to complainant's amended and supplemental bill as follows:	11/5/30

Petition in	Amended and Supplemental Bill of Complaint.
Ex. "B"	same as Ex. "O"
Ex. "C"	same as Ex. "1"
Ex. "D"	same as Ex. "7"
Ex. "E"	same as Ex. "11"
Ex. "D-1"	same as Ex. "12"

Ex. "F"	same as	EX. "M"
Ex. "G"	same as	EX. "A"
Ex. "H"	same as	EX. "F-1" & Ex. "G"
Ex. "I"	same as	EX. "H"
Ex. "J"	same as	EX. "E"
Ex. "K"	same as	EX. "G"
Ex. "L"	same as	EX. "J" and "K"
Ex. "M"	same as	EX. "K"
Ex. "Q"	same as	EX. "Z"
Ex. "R"	same as	EX. "FF"
Ex. "S"	same as	EX. "BB"
Ex. "T"	same as	EX. "CC"
Ex. "U"	same as	EX. "HH"

Disclaimer of Maggie M. Peck as executrix	11/14/30
Order overruling motion to dismiss and granting defendant 20 days to answer	1/31/31
Motion of Defendants, H. Eichenberger, trustee, Jack Roberts, Linebaugh and Williams to separately hear and dispose of defense before trial and to dismiss suit	5/6/31
Order granting defendants leave to file amended answer	5/6/31
Amended answer Eichenberger, Roberts, et al., together with all exhibits attached thereto	5/6/31
Order granting Government leave to file supplement to petition and reply of intervenor to defendants' amended answer, also granting leave to file said reply	5/11/31
Order granting complainant leave to file reply to defendants' amended answer	5/11/31
Complainant's reply to defendants' amended answer, together with all exhibits attached thereto	5/11/31
Motion for leave to correct testimony	5/23/31
Order overruling motion to correct testimony	9/10/31
Order of Court enlarging time of complainant and intervenor to file and lodge counter and substitute praecipe and counter and substitute narrative statement of the case	9/7/31
This supplemental praecipe for record on behalf of complainant and intervenor, together with order of Court approving and allowing the same as a part of the record on appeal	9/26/31

Hanna Anderson, Complainant,
 By MERRICK A. WHIPPLE

F. M. GOODWIN
 Solicitors for Complainant, appellee.

UNITED STATES OF AMERICA,
 intervenor - Appellee.
 By _____
 United States Attorney for the Northern
 District of Oklahoma.
 By A. L. WILLIAMS
 Assistant United States Attorney for the
 Northern District of Oklahoma.

No. 562 Equity Cont'd.

O R D E R

Now, on this 26th day of September, 1932, the within and foregoing praecipe for record filed in behalf of the complainant and intervenor, having been considered by the Court, and the same being filed and lodged within the time heretofore fixed by the Court, counsel for the defendant, Jack Roberts, having no objection thereto, provided the same be included in the record on appeal and the costs of printing such portions as requested by the complainant and intervenor be at the cost of the complainant,

NOW, THEREFORE,

IT IS ORDERED that the above and foregoing supplemental praecipe for record in behalf of complainant and intervenor be, and the same is hereby approved and allowed, and the Clerk of the Court is hereby ordered to include the portions of the record above requested in the transcript of record on appeal, such portions to be printed at the cost of the complainant.

DONE the day and year first above written.

F. E. KENNAMER
District Judge.

ENDORSED: Filed Sep 26 1932
H. P. Warfield, Clerk
U. S. District Court ME

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

Hanna Anderson,	Complainant,)
vs.)
O. K. Peck, as Trustee, et al.	Defendants.	) No. 562 Equity. ✓
and)
United States of America,	Intervenor.)

ORDER EXTENDING TIME WITHIN WHICH TO DOCKET CASE UPON
APPEAL AND TO FILE RECORD UPON APPEAL WITH THE CLERK
OF THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE
TENTH CIRCUIT.

Now on this 26th day of September, 1932, for good and sufficient cause appearing to this court,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the time be extended to November 15, 1932, within which the above named defendant, Jack Roberts, shall be permitted to docket his case herein upon appeal, and to file the record of appeal herein with the Clerk of the United States Circuit Court of Appeals for the tenth Circuit.

F. E. KENNAMER
Judge United States District Court for the
Northern District of Oklahoma.

ENDORSED: Filed Sep 26 1932
H. P. Warfield, Clerk
U. S. District Court ME

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

DONALD D. BURCH,	Plaintiff,)	
)	
vs.	)	In Equity No. 597 ✓
)	
BAKER OIL TOOLS, INC.,)	
a corporation,	Defendant.)	

O R D E R

On this 26th day of September, 1932, upon plaintiff's application, plaintiff is hereby given leave to file his supplemental bill herein upon this date.

F. E. KENNAMER
District Judge

ENDORSED: Filed Sep 26 1932
H. P. Warfield, Clerk
U. S. District Court DC

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

John J. Breyfogle and R. W. Coleman,	Plaintiffs)	
)	
vs)	
)	
Blue Willow Corporation, a corporation,	)	No. 611 Equity ✓
I. S. Mincks, Effie B. Mincks, Morris Plan)	
Company, a corporation, Charles L. Yancey, Henry)	
L. Fist, Southwest Homes Corporation, a cor-)	
poration, and C. M. Regan,	Defendants.)	

O R D E R

Now on this 26 day of September, 1932, it appearing to the court that heretofore, to-wit: on the 27th day of July, 1931, the plaintiffs herein duly obtained judgment against the defendants, I. S. Mincks, Effie B. Mincks and Blue Willow Corporation, for the sum of Sixteen Thousand One Hundred Ninety-six (\$16,196.00) Dollars, with seven (7%) per cent interest thereon from said date until paid and for Eight Hundred Sixty-nine and 80/100 (\$869.80) Dollars Attorneys' fees and for the costs of this action and foreclosing a certain second mortgage given by the defendants I.S. Mincks and Effie B. Mincks to the said plaintiffs and finding that the rights of the said plaintiffs under the said second mortgage were superior to the rights of all of the defendants in this action but was subject only to a certain first mortgage to secure the payment of Thirty Thousand (\$30,000.00) Dollars payable to the Security Benefit Association of Topeka, Kansas; and that in said decree the defendant Henry L. Fist also recovered judgment against the said I. S. Mincks, Effie B. Mincks and Blue Willow Corporation for the sum of Twenty-two Thousand Six Hundred Sixty-seven and 50/100 (\$22,667.50) Dollars with interest at seven (7%) per cent per annum from said date until paid and for attorneys fees and costs and foreclosing a certain third mortgage of the said Henry L. Fist against the same property as that described in plaintiffs' mortgage, to-wit:

The westerly forty (40) feet of Lot One (1) in Block one Hundred and Thirty-four (134) in the original Town, now City of Tulsa, Tulsa County, Oklahoma, according to the official plat thereof;

Greer Investment Company, a Corporation, et al.,)	
	Appellants,)
691 vs.	)	Appeal from the District Court of the United States for the Northern District of Oklahoma.
T. J. Booth et al.,)	
	Appellees.)

This cause came on to be heard, no one appearing for appellants, Greer investment Company, a corporation, et al., Elmer J. Lundy, Esquire, appearing for appellant, Petroleum Royalties Company of Oklahoma, a corporation, and A. F. Moss, Esquire, appearing for appellees.

On consideration of the motion of appellants, Greer Investment Company, a corporation, et al., duly filed herein, to dismiss their appeal, it is now here ordered by the court that the said motion be and the same is hereby granted and that the appeal of appellants, Greer Investment Company, a corporation, Oil Properties Company, a corporation, F. H. Greer, L. L. Greer and J. A. Ruffer, individually, and as trustees of Petroleum Royalties Company, and as officers, directors and stockholders of Greer Investment Company, a corporation, and of Oil Properties Company, a corporation, in this cause be and the same is hereby dismissed out of this court.

It is further ordered by the court that the clerk of this court forthwith transmit to the clerk of the United States District Court for the Northern District of Oklahoma a certified copy of this order.

Thereupon, this cause was argued by counsel for appellant, Petroleum Royalties Company of Oklahoma, a corporation, and by counsel for appellees, and was submitted to the court.

A trust copy as of record,

TESTE:

(SIAL

ALBERT TRIGO
Clerk

ENDORSED: Filed Sep 26 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until September 27, 1932.

Court convened pursuant to adjournment, Tuesday, September 27th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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 OKLAHOMA

J. FRANKLIN MAUSCH,	Complainant)	
)	
vs.	)	IN EQUITY NO. 684 ✓
)	
SUNRAY OIL COMPANY AND SUNRAY OIL CORPORATION,	Defendants)	

O R D E R

On this 26 day of September, 1932, the petition of C. H. Wright, Receiver of the Sunray Oil Company and Sunray Oil Corporation, in regard to the claim filed against the Sunray Oil Corporation by one W. D. Hamilton for the sum of \$50,000.00 and upon which claim suit has been brought prior to the Receivership herein in the Supreme Court, New York County, State of New York, which suit alleges in substance that under contract he had performed certain services for the Sunray Oil Corporation for which it had agreed to pay him the sum claimed, was presented to the Court and upon filing and reading the same, the Court, having fully considered the matter, finds that in the event of a trial of said cause in the Supreme Court, New York County, State of New York, the Receiver would be compelled to make arrangements with the former attorneys formerly handling said claim in New York City to handle the same or have his own attorneys do so at considerable expense, and that in the event the said claim is tried in this Court he would be compelled to pay the expenses of witnesses from York City to Tulsa, Oklahoma, and that in either event the expenses of determining the validity or invalidity of said claim would amount to a considerable sum of money, which the Court finds would be an amount of several thousand dollars, and that said amount would be greater than \$2500.00, and which said amount would necessarily have to be paid from the Receivership Estate at this time; and the Court further finds that it would be less expense for the Receivership Estate to settle said claim for the approximate amount of the costs, not to exceed \$2500.00, and that such a settlement for such a sum would be for the best interests of the Receivership Estate; and the Court being fully advised in the premises, it is

ORDERED, ADJUDGED AND DECREED by the Court that the Receiver herein be and he is hereby authorized, ordered and directed to settle the claim filed and/or suit filed by one W. D. Hamilton against the Sunray Oil Corporation in the Supreme Court, New York County, State of New York, and claim filed by said W. D. Hamilton in this court, in an amount not to exceed \$2500.00.

IT IS FURTHER ORDERED that the Receiver be and he is hereby authorized and directed to pay said amount from any fund or funds which he may have on hand or which he may receive belonging to the Receivership Estate, and that the claim heretofore filed by W. D. Hamilton in this cause be dismissed with prejudice.

Dated September 26, 1932.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Sep 27 1932
H. P. Warfield, Clerk
U. S. District Court ME

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

United States,	Plaintiff,)	
)	
vs	)	No. 752 Equity ✓
)	
John A. Stuart,	Defendant.)	

FINAL DECREE

This cause comes on for hearing in the United States District Court for the Northern District of Oklahoma before the Honorable Franklin E. Kennamer on September 14, 1932, upon the complaint and answer on file herein. The plaintiff appears by Louis N. Stivers, Osage Tribal Attorney, and the defendant appears by his attorneys, Holcombe, Lohman & Barney.

Being advised in the premises, the court finds that Charles Wagoshe is a full blood member of the Osage Tribe of Indians without a certificate of competency.

The court further finds that Naomi Wagoshe is the wife of Charles Wagoshe, is a white woman and not a member of the Osage Tribe of Indians and this court in the within cause has no jurisdiction over her or her property.

IT IS THEREFORE BY THE COURT Considered, Ordered and Adjudged that said notes referred to in plaintiff's bill, that is four promissory notes in favor of John A. Stuart in the sum of \$125.00 each bearing date of June 23, 1931, due and payable September 20, 1931, December 20, 1931, March 20, 1932 and June 20, 1932 respectively, as to Charles Wagoshe be and they hereby are cancelled, set aside and held for naught. Cost to be taxed against Defendant John A. Stuart.

O.K. LOUIS N. STIVERS
Louis N. Stivers, Osage Tribal Attorney

F. E. KENNAMER
District Judge.

HOLCOMBE, LOHMAN & BARNEY
Attys. for John Stuart.

ENDORSED: Filed Sep 27 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until September 28, 1932.

Court convened pursuant to adjournment, Wednesday, September 28th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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,	Complainant,)) No. 674 Equity.
vs.)	
Rosa Mashunkashey, et al,	Respondents.)	

APPLICATION FOR SUBPOENA FOR WITNESS OUTSIDE
DISTRICT.

John M. Goldesberry, being first duly sworn upon his oath, states: That he is United States Attorney for the Northern District of Oklahoma, and as such is attorney for the plaintiff herein, and that said cause is set for trial on October 4, 1932, at Tulsa, Oklahoma, in said district. Affiant further states that Miss Agnes N. Nuppenkamp, Secretary to Members of Parole Board, Washington, D. C. residing without the Northern District of Oklahoma, and more than 100 miles by the nearest rail route from Tulsa, Oklahoma, where said trial will be had, is an important witness for the United States in said cause, and it is necessary to have said witness at said trial on said date to properly present the facts herein by evidence in open court, and this affidavit is for the purpose of procuring an order of court, directed to the Marshal for the District of Columbia for service of subpoena on said witness.

WHEREFORE, affiant asks that this court grant an order directing the United States Marshal for said district to make proper service and return of subpoena for said witness for the 4th day of October, 1932, to appear at Tulsa, Oklahoma, to testify in said cause.

JNO. M. GOLDESBERRY
United States Attorney.

Subscribed and sworn to before me this 28th day of September, 1932.

(SEAL)

BEN MURDOCK
Deputy U. S. Clerk

O R D E R

Now, on this 28 day of September, 1932, having read the above application, and being fully advised in the premises, it is hereby ordered that proper subpoena issue in said cause out of the Clerk's office of the United States District court for the Northern District of Oklahoma, directed to the Marshal of the District of Columbia to forthwith make proper service and return of subpoena on the witness named in said application, to appear in this court at Tulsa, Oklahoma, on October 4, 1932, at 9:00 o'clock A. M. to testify in behalf of the United States of America in said cause, and that a certified copy of this order accompany said subpoena.

F. B. KENNAMER
Judge.

ENDORSED: Filed Sep 28 1932
H. P. Marfield, Clerk
U. S. District Court ME

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

Farm Mortgage Holding Company, a
corporation,

COMPLAINANT

vs.

K. J. Montgomery and Leone Montgomery, his
wife, E. C. Periman and Grace Periman, his
wife, E. L. Arnold; Frates Oil Company,
a corporation; E. Hammond Jones; The Texas
Pipe Line Company of Oklahoma, a corporation;
The Texas-Empire Pipe Line Company, a corpora-
tion; I. M. Money; D. E. Denison; Frick-Reid Supply
Corporation, a corporation; United States of
America; Sam Vander Weide, Howard Montgomery,
W. P. Howard, J. P. Peterson, W. F. Gruenewald, L. J.
Monahan, Charles F. Warning and George Mayer,
if living, and if dead, then their unknown heirs,
executors, administrators, devisees, trustees and
assigns,

DEFENDANTS

IN EQUITY ✓

CASE NO. 704

DECREE IN FORECLOSURE AND ORDER OF SALE.

Now on this the 28th day of September 1932, this cause coming on to be heard upon the regular call of the calendar, and the complainant being present and represented by its solicitors, JOHN F. REINHARDT and J. W. BASHORE, the defendant United States of America, being present by its solicitor, A. E. WILLIAMS, and the other defendants above named, come not, but make default, and it appearing to the Court that the defendants, K. J. Montgomery and Leone Montgomery, his wife, E. L. Arnold, E. Hammond Jones, The Texas Pipe Line Company of Oklahoma, a corporation, The Texas-Empire Pipe Line Company, a corporation, Frick-Reid Supply Corporation, a corporation, and United States of America, have been duly served with process herein; and

That the defendants, E. C. Periman and Grace Periman, his wife have entered their appearance herein, waiving the issuance and service of summons for them, and that said defendants, E. C. Periman and Grace Periman, his wife, filed their answer herein, to which answer complainant has filed its reply, and

That the defendants, E. L. Arnold, Frates Oil Company, a corporation, E. Hammond Jones, I. M. Money and Frick-Reid Supply Corporation, a corporation, have filed their disclaimers herein, and

That the defendants, K. J. Montgomery and Leone Montgomery, his wife, have filed their answer herein, to which answer complainant has filed its reply, and

That the defendant, The Texas Pipe Line Company of Oklahoma, a corporation, has filed herein its answer and disclaimer, and

That the defendant, The Texas-Empire Pipe Line Company, a corporation, has filed herein its answer, and

That the defendant, United States of America, has filed herein its answer and cross complaint, to which complainant has filed its reply, and

That the defendants, D. E. Denison; Sam Vander Weide, Howard Montgomery, W. P. Howard, Charles F. Warning, George Mayer, J. P. Peterson, W. F. Gruenewald and L. J. Monahan, if living, and if dead, then their unknown heirs, executors, administrators, devisees, trustees and assigns, have been served by publication of notice pursuant to order of this Court, and

That more than forty-one (41) days have elapsed since the date of such service of process, entry of appearance and disclaimers, and publication of notice, and that no plea or answer has been filed by any of the above defendants, except as hereinbefore set forth, and

The Court further finds that this action should be dismissed with prejudice as to the defendant, The Texas-Empire Pipe Line Company, a corporation, and said action is hereby dismissed with prejudice as against the said defendant, The Texas-Empire Pipe Line Company, a corporation, and

The Court having heard the evidence of the complainant, and of the defendant, United States of America, both oral and documentary and the complainant having introduced its testimony and surrendered the note and mortgage sued on herein, which are by the Court cancelled as being merged in the judgment, and the Court being fully advised, finds from the evidence introduced in support of the petition of the complainant, that the allegations contained in said petition of the complainant as filed herein are true, and finds the issues in said cause generally in favor of the Complainant and against the defendants, K. J. Montgomery and Leone Montgomery, his wife; E. C. Periman and Grace Periman, his wife; E. L. Arnold; Frates Oil Company, a corporation; E. Hammond Jones; The Texas Pipe Line Company of Oklahoma, a corporation; I. M. Money; D. E. Denison; Frick-Reid Supply Corporation, a corporation; Sam Vander Weide, Howard Montgomery, W. P. Howard, J. P. Peterson, W. F. Gruenewald, L. J. Monahan, Charles R. Warning and George Mayer, if living, and if dead, then their unknown heirs, executors, administrators, devisees, trustees and assigns, and each of them, and that the complainant is entitled to a judgment as prayed in its petition, and

The Court further finds from the evidence introduced in support of the answer and cross complaint of the defendant, United States of America, that the allegations contained in said answer and cross complaint of said defendant, United States of America, are true and that the said defendant, United States of America, is entitled to a judgment against the said defendant, K. J. Montgomery, as prayed in its answer and cross complaint, and

The Court finds that the defendant, K. J. Montgomery and Leone Montgomery, his wife, E. C. Periman and Grace Periman, his wife, are indebted to the complainant in the sum of \$7,355.25, together with interest thereon at the rate of eight per cent per annum from September 28, 1932, until paid, and for the further sum of \$5,413.14 as attorneys' fees and costs herein expended, which said sums are secured by a real estate mortgage on the real estate hereinafter described, and that said indebtedness is due and unpaid, and

The Court further finds that the defendant, K. J. Montgomery, is indebted to the defendant, United States of America, in the sum of \$327.73, with accrued interest to January 16, 1931, in the sum of \$24.90 and interest on the total amount at the rate of six per cent per annum from January 16, 1931, until paid and that said indebtedness is due and unpaid, and

The Court further finds and adjudges that the complainant has a valid, first, subsisting and prior lien on the real estate described in said petition by virtue of a real estate mortgage, as security for said indebtedness, and that the conditions of said mortgage have been broken in that defendants, and each of them, have made default in the payment of the installment due July 1, 1930, and in the payment of each and every installment maturing since that date, and that default has also been made in the payment of the taxes levied and assessed against said premises for the years 1929 and 1930, and that complainant is entitled to foreclosure of the mortgage, and

That the claim of the defendant, United States of America, as hereinbefore set forth, should be and is adjudged to be a second lien against the real estate hereinafter described, and

The Court further finds that the defendants, K. J. Montgomery and Leone Montgomery, his wife; E. C. Periman and Grace Periman, his wife; E. L. Arnold; Frates Oil Company, a corporation; E. Hammond Jones; The Texas Pipe Line Company of Oklahoma, a corporation; I. M. Money; D. E. Denison; Frick-Reid Supply Corporation, a corporation; United States of America;

Sam vander Weide, Howard Montgomery, W. P. Howard, J. P. Peterson, W. F. Gruenewald, L. J. Monahan, Charles F. Waring and George Mayer, if living, and if dead, then their unknown heirs, executors, administrators, devisees, trustees and assigns, and each of them, have no right, title, interest, estate or lien in, to or upon said real estate or any part thereof, superior to the rights of complainant, and that the lien of this complainant is superior to any claim or interest of any of the said defendants in said land or any part thereof.

IT IS HEREOFORÉ CONSIDERED, ORDERED, ADJUDGED AND DECREED, that the complainant do have and recover of and from the defendants, K. J. Montgomery and Leone Montgomery, his wife, and E. C. Periman and Grace Periman, his wife, the sum of FIFTY SEVEN THOUSAND THREE HUNDRED FIFTY FIVE AND 25/100 DOLLARS (\$57,355.25), with interest thereon at the rate of eight per cent per annum from September 28, 1932, together with a further sum of FIVE THOUSAND FOUR HUNDRED THIRTEEN AND 14/100 DOLLARS (\$5,413.14) as attorneys' fees and costs herein expended, and that the mortgage of the complainant be and the same is hereby foreclosed, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, United States of America, do have and recover of and from the defendant, K. J. Montgomery, the sum of THREE HUNDRED TWENTY SEVEN AND 73/100 DOLLARS (\$327.73) with accrued interest to January 16, 1931, in the sum of TWO HUNDRED FOUR AND 90/100 DOLLARS (\$24.90), and interest on the total amount at the rate of six per cent from January 16, 1931, until paid, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the mortgage of the complainant be foreclosed, and the same is hereby adjudged a first, prior and valid lien upon the real estate described as follows, to-wit:

The south Half of Southwest Quarter and Northwest Quarter of Southwest Quarter and Southwest Quarter of Northeast Quarter of Southwest Quarter and North half of Northwest quarter and North Half of Southwest Quarter of Northwest Quarter and West Half of Northeast Quarter and Southeast Quarter of Northeast Quarter and Southeast Quarter of Northeast Quarter of Northeast Quarter and North half of Southeast Quarter and Southeast Quarter of Southeast Quarter and North half of Southwest Quarter of Southeast Quarter and Southeast Quarter of Southwest Quarter of Southwest Quarter of Southeast Quarter of Section One (1), Township Twenty-six (26), range eighteen (18), and North Half of Northeast Quarter and Southwest Quarter of Northeast quarter and West Half of Southeast Quarter of Northeast Quarter and Northeast Quarter of Southeast Quarter of Northeast Quarter and Southeast quarter of Southeast Quarter and North Half of Northwest Quarter of Southeast Quarter and East Half of Southwest Quarter of Southeast Quarter and East Half of Southeast Quarter of Southwest Quarter and North Half of Southwest Quarter and Southwest Quarter of Northwest Quarter of Northwest Quarter and Northwest Quarter of Northwest Quarter and Southwest Quarter of Northeast Quarter of Northwest Quarter of section Thirty-six (36) and East Half of Northeast Quarter and Southwest Quarter of Southwest Quarter of Southeast Quarter and Southwest Quarter of Northeast quarter and North half of Northwest Quarter of Northeast Quarter and South Half of Northwest Quarter and North Half of Southwest Quarter and Southwest Quarter of Southwest Quarter and Southwest Quarter of Southeast Quarter of southwest quarter of section thirty-five (35) and West Half and Southeast quarter of Section Thirty-four (34) and South Half of southeast quarter of Section Thirty-three (33) and North Half of Southeast quarter and southwest Quarter of southwest quarter of Northeast Quarter and West half of northwest quarter of Northeast Quarter and East half of Northwest Quarter and North Half of northwest quarter of Northwest quarter and Southwest quarter of Northwest Quarter of Northwest quarter and north half of Southwest quarter of Northwest Quarter and Southwest quarter of southwest quarter of Northwest quarter of Northwest Quarter of Section Twenty-eight (28) and North Half of southeast quarter and southwest quarter of Southeast quarter and West Half of southeast Quarter of southeast Quarter of Section Twenty-one (21) and West half and West Half of Southeast Quarter and Southwest Quarter of southeast quarter of South-

east quarter and North Half of Southeast quarter of Southeast Quarter and South Half of Northeast quarter of Southeast Quarter and Northwest Quarter of Northeast Quarter of Southeast Quarter and Southeast Quarter of Northeast Quarter and West Half of Northeast Quarter of Northeast Quarter and Northwest quarter of Northeast Quarter and South Half of Southwest quarter of Northeast Quarter and Northeast Quarter of Southwest Quarter of Northeast Quarter of Section Thirty (30), Township Twenty-seven (27) North, and Range Eighteen (18) East containing in all Two Thousand Eight Hundred forty (2,840) acres, more or less, also the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of said Section One (1), Township Twenty-six (26), Range Eighteen (18), containing in all Two Thousand Eight Hundred Fifty (2,850) acres, more or less, situate in Craig County Oklahoma,

and the improvements thereon, and the appurtenances thereunto belonging, and

It further appearing to the Court that the said mortgage contains the words, "appraisal waived", IT IS FURTHER ORDERED, that in case the defendants, or any of them, fail within six months from this date to pay to complainant the amount of its judgment, or to pay to said defendant, United States of America, the amount of its judgment, that A. R. Smith, who is hereby appointed Special Master subject to the confirmation of this Court, advertise and sell according to law, without appraisal, the lands and tenements described in said mortgage with all improvements thereon and the appurtenances thereunto belonging, and to apply the proceeds, as follows:

- FIRST: To the payment of the costs of this action;
- SECOND: To the payment of any taxes which may be due and unpaid against the real estate described in said mortgage;
- THIRD: To the payment of the judgment of this complainant;
- FOURTH: To the payment of the judgment of the defendant, United States of America, and
- FIFTH: The surplus, if any there be, to be paid over to the Clerk of this Court and to await further orders herein.

IT IS FURTHER ORDERED, that said A. R. Smith as Special Master, make due return of his proceedings herein to the Clerk of this Court.

IT IS FURTHER ORDERED, that if the amount derived from said sale is insufficient to satisfy said judgments, interest and attorneys' fees and costs, that execution issue against the defendants, K. J. Montgomery and Leone Montgomery, his wife, E. C. Periman and Grace Periman, his wife, for the remainder unpaid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That from and after the sale of said land under and by virtue of this judgment and decree that said defendants, K. J. Montgomery and Leone Montgomery, his wife; E. C. Periman and Grace Periman, his wife; E. L. Arnold; Arates Oil Company, a corporation, E. Hammond Jones; The Texas Pipe Line Company of Oklahoma, a corporation; I. M. Money; D. E. Denison; Frick-Reid Supply Corporation, a corporation, United States of America; Sam Vander Weide, Howard Montgomery, W. P. Howard, J. P. Peterson, W. F. Gruenewald, L. J. Honahan, Charles F. Warning and George Meyer, if living, and if dead, then their unknown heirs, executors, administrators, devisees, trustees and assigns, and each of them, and all persons claiming by, through or under them, or any of them, be and they are forever barred and foreclosed of, to and from any lien upon, right, title, in reversion, estate, or equity of, in and to said land and tenements, and the improvements thereon and the appurtenances thereunto belonging, or any part thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That upon the sale of said real estate, and the confirmation thereof by this Court, that A. R. Smith, Special Master, shall duly execute, acknowledge and deliver to the purchaser of said real estate a good and sufficient deed and place the purchaser of said real estate in the peaceful possession of same, and that a writ of Assistance issue to that end out of this Court.

F. E. KENNAMER
Judge of the United States District Court
for the Northern District of Oklahoma.

O.K. J. M. BASHORE, For Plft.

O.K. RICHARD L. WHEATLEY
For Montgomery

A. E. WILLIAMS,
Assist. U. S. Atty.

ENDORSED: Filed Sep 28 1932
H. P. Warfield, Clerk
U. S. District Court JMR

MARIE LEWIS,)
Plaintiff,)
)
-vs-)
) No. 712 - Equity.)
)
1ST NAT'L. BANK & TRUST CO. OF TULSA,)
as Executor and MINNIE B. SMITH, as)
CO-EX. of estate of JAMES B. BRAGASSA,)
DECEASED,)
Defendant.)

Now on this 28th day of September, A. D. 1932, at 2:00 o'clock P.M., the above styled case is called for trial. Both sides present and announce ready. Opening statements of counsel are made. The Plaintiff introduces evidence and proof with the following witnesses: Morgan Bryan, Ben O. Smith, Mr. Huff. And thereafter, the Plaintiff rests. Thereupon, the Defendant introduces evidence and proof with the following witnesses: Mr. Huff, Mary Lewis. And thereafter, both sides rest. Thereupon, it is ordered by the Court that said case be taken under advisement. Plaintiff given ten (10) days to file briefs. Defendant given ten (10) days thereafter and Plaintiff five (5) days to reply thereto.

UNITED STATES OF AMERICA,)
Plaintiff,)
)
-vs-)
) No. 727 - Equity.)
)
ELLA M. HOBBS, ET AL,)
Defendants.)

Now on this 28th day of September, A. D. 1932, it is ordered by the Court, that judgment for Government be entered herein, as per journal entry to be filed. It is further ordered by the court that the sum of fifty (\$50.00) Dollars fee be allowed for the Guardian ad litem herein. It is further ordered by the Court that the United States Marshal be, and he is hereby appointed Receiver, herein.

Court adjourned until September 29, 1932.

Court convened pursuant to adjournment, Thursday, September 29th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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 OF AMERICA,	Plaintiff,)	
)	
-vs-		)	No. 674 Equity. ✓
)	
ROSA MASHUNKASHEY, et al.,	Defendants.)	

O R D E R

This cause comes on to be heard on this 29th day of September, 1932, upon the motion to dismiss the bill as amended herein, filed by THE EXCHANGE NATIONAL BANK OF TULSA, the said THE EXCHANGE NATIONAL BANK OF TULSA appearing by its solicitor, Jos. L. Hull, and the complainant, the UNITED STATES OF AMERICA, appearing by the United States District Attorney, John L. Goldesberry; and, after hearing arguments upon the same and being duly advised, the Court finds that said motion should be overruled.

IT IS THEREFORE ORDERED AND ADJUDGED That the motion of the defendant, THE EXCHANGE NATIONAL BANK OF TULSA, be and is hereby overruled, to which the said defendant excepts.

Thereupon said defendant, THE EXCHANGE NATIONAL BANK OF TULSA, moved the court to transfer this cause, as to it, to the law docket, to be proceeded with therein as an action at law, which said motion was by the Court overruled, to which said defendant excepted.

IT IS FURTHER ORDERED That said defendant answer the bill, as amended herein, on or before the 3rd day of October, 1932.

F. E. KENNAMER
United States District Judge.

O.K. JNO. M. GOLDESBERY,
U. S. Atty.
O.K. JOS L. HULL
By Jas. E. Bush.

ENDORSED: Filed In Open Court
Sep 30 1932
H. P. Warfield, Clerk
U. S. District Court

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

United States,	Plaintiff,)	
)	
vs.		)	No. 740 Equity ✓
)	
Rufus Dildine, Sarah Dildine and National Bank of Commerce of Hominy, Oklahoma,	Defendants.)	

JOURNAL ENTRY OF JUDGMENT

Now on this 29th day of September, 1932, this cause came on regularly to be heard before Honorable F. E. Kennamer, United States District Judge for the Northern District of Oklahoma, and plaintiff being present by A. E. Williams, Assistant United States Attorney for said district, and the defendants, Rufus Dildine and Sarah Dildine being present by their attorney, Charles Embrey, and the defendant, National Bank of Commerce of Hominy, Oklahoma, having heretofore filed an answer herein but failing to appear in court on the date of trial, is declared to be in default of appearance, and the Court ordered said cause to proceed to trial.

WHEREUPON, plaintiff having introduced its evidence and rested, and the defendants Rufus Dildine and Sarah Dildine having introduced their evidence and rested, and the Court being fully advised in the premises, finds that the plaintiff is entitled to judgment against the defendants Rufus Dildine and Sarah Dildine in the sum of \$10,194.73 and for the foreclosure of this mortgage and the sale of the land described, in the Bill of Complaint herein at the expiration of six months from date hereof if said indebtedness is not paid, the proceeds of said sale to be applied to the satisfaction of said indebtedness.

The Court further finds that plaintiff is entitled to have a Receiver appointed in this cause to take charge of the property involved, collect the rents thereon until sale of same, and report same into this court to await the further order of the Court.

IT IS THEREFORE THE ORDER, JUDGMENT AND DECREE OF THE Court that the plaintiff, in its own behalf and in behalf of Daniel West, restricted Osage Allottee No. 77, do have and recover of and from the defendants Rufus Dildine and Sarah Dildine, and each of them, the sum of \$10,194.73, with interest thereon at the rate of 7% per annum from this date, and for all costs of this suit, and for the foreclosure of the mortgage herein as prayed.

It is the further order, judgment and decree of the Court that if said judgment is not paid at the expiration of six months from date hereof an order of sale issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, according to law, without appraisalment, the following described land, located in Osage County, Oklahoma, to-wit:

W2 of NW4; and W2 of SW4 of Section 13; NE4; E2 of NW4;
 E2 of SE4; NW4 of SE4; NE4 of SW4; SE4 of SW4 of SE4;
 E2 of SW4 of SW4 of SE4 of Section 14; and E2 of NW4;
 NW4 of NE4 of Section 23, all in Township 22, Range 10, containing
 695 acres,

the proceeds of said sale to be applied as follows:

- First - to the payment of the costs of sale and this suit.
- Second - Payment to plaintiff of the sum of \$10,194.73, with interest at 7% per annum from date hereof until paid.
- Third - the residue, if any there be, to be returned into this court to await the further order of the Court.

It is the further order of the Court that John H. Vickrey, United States Marshal for the Northern District of Oklahoma, be, and he is hereby appointed receiver in this cause, to take charge of the above described property, collect the rents thereon during the pendency of this suit and report same into this court, to be applied on the indebtedness herein, as the Court may order.

It is the further order of the Court that from and after the sale of the wit in described land the said defendants, Rufus Dildine, Sarah Dildine and National Bank of Commerce of Hominy, Oklahoma, and each of them, and all persons claiming under them since the commencement of this suit, be and they are forever barred from claiming any right, title, interest,

estate or equity in or to said land or any part thereof.

If the proceeds of said sale are not sufficient to satisfy said indebtedness let execution issue for the deficiency.

F. E. KENNAMER
JUDGE

O.K. A. E. WILLIAMS
A. E. Williams, Assistant United States Attorney

ENDORSED: Filed Oct 3 1932
H. P. Warfield, Clerk
U. S. District Court

J. G. CATLETT,	Plaintiff,)	
)	
-vs-	)	No. 738 - Equity. ✓
)	
GEO. D. HOPE LUMBER CO. A CORP.,	Defendant.)	

Now on this 29th day of September, A. D. 1932, the above styled case is called. Both sides present and announce ready for trial. Opening statements of counsel are made and all witnesses are sworn in open court. The Plaintiff introduces evidence and proof with the following witnesses: T. L. Gibson, J. G. Catlett, Arthur Catlett, G. A. Nolan, Omar Kircher. And thereafter, the Plaintiff rests. Thereupon, the Defendant introduces evidence and proof with the following witnesses: Elena Hope, Lewis Price, William H. Walker, J. P. Solomon, R. G. Romain, H. F. Aby. And thereafter, the defendant rests. Thereafter, the Plaintiff offers rebuttal testimony. And thereafter, both sides rest. Thereupon, it is ordered by the Court that said case be continued to Monday for final decree herein.

Court adjourned until September 30, 1932.

Court convened pursuant to adjournment, Friday, September 30, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

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

United States,	Plaintiff,)	
)	
-vs-)	
)	
M. O. McSpadden, Adm. of Theodore N. Avant,	)	No. 745 Equity
Theodore N. Avant, velia M. Avant, Robert J. Masley,)	
L. B. Gray, Melcome D. Pierson, National Building &)	
Loan Association, Phoenix Assurance Company and Max)	
Wiss, Sole and/or Usage Foot Shop,	Defendants.)	

Now on this 30th day of September, 1932, this cause came on regularly to be heard in open court before the Honorable F. A. Kennamer, Judge of the United States District Court for the Northern District of Oklahoma, plaintiff being represented by its solicitor, A. L. Williams, Assistant United States Attorney for said district, and the defendants M. O. McSpadden and the National Building & Loan Association having heretofore filed disclaimers herein, disclaiming any right, title or interest in or to the property herein involved, and the defendants Theodore R. Avant, Velma M. Avant, Robert J. Easley, Phoenix Assurance Company and Max Kriss, Sole trader Osage Boot Shop having been served with proper subpoena in equity within the Northern District of Oklahoma more than 60 days prior to this date, and having failed to answer or plead in said cause are adjudged by the Court to be in default; and the defendants, L. D. Gray and Melcome D. Pierson having filed their joint answer and cross petition herein, alleging that the defendant Robert J. Easley is indebted to them in the principal sum of \$1500.00, with interest at 10% per annum from April 9, 1931, until paid, and the sum of \$210.00 attorney's fees, and also alleging that they hold a second mortgage lien on the land described in plaintiff's Bill of Complaint herein, to-wit:

Lot Seven (7), otherwise described as the Southwest Quarter (SW4) of the Southwest Quarter (SW4) of Section Six (6), Township Twenty-three (23), Range Twelve (12), Osage County, Oklahoma;

and said plaintiff and said cross petitioners having announced ready for trial, and plaintiff having introduced its evidence in the form of the original note and mortgage, and the cross petitioners having introduced their testimony, and the Court being fully advised in the premises, finds: That said M. O. McSpadden has no interest in the controversy in this suit because he was merely the guardian of Theodore R. Avant and Velma M. Avant at the time of the execution of said note and mortgage of the plaintiff, and that the National Building & Loan Association has no interest in this suit, as a result of their disclaimer filed herein.

The Court further finds that the defendants L. D. Gray and Melcome D. Pierson hold a series of valid notes and a mortgage on the land herein described, said notes and mortgage having been executed by Robert J. Easley, and that Robert J. Easley is the owner of the equity in said described land, he having received same by warranty deed made by Theodore R. Avant and Velma M. Avant, and he not having assumed and agreed to pay the indebtedness mentioned herein as part of the consideration for said deed.

The Court further finds that there is due and unpaid on the indebtedness claimed by this plaintiff the sum of \$3756.00, and that plaintiff is entitled to judgment for said amount, together with interest at 7% per annum from this date until paid, and is entitled to the foreclosure of said mortgage and the sale of said land if said indebtedness is not paid at the expiration of six months from date hereof.

The Court further finds that the cross petitioners, L. D. Gray and Melcome D. Pierson are entitled to judgment against Robert J. Easley in the sum of \$1500.00, with interest from April 9, 1931, until paid, and that they hold a second lien against the property described herein, and are entitled to have the proceeds of the sale of said land applied on said indebtedness after the satisfaction of this plaintiff's claim.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff, the United States, in its own behalf and in behalf of Pendleton Strike Axe, restricted Osage Allottee No. 603, do have and recover of and from the defendants, Theodore R. Avant and Velma M. Avant and each of them, the sum of \$3756.00, together with interest thereon at the rate of 7% per annum from this date until paid, and for all costs of this suit, and for the foreclosure of the mortgage herein as prayed.

It is the further order and judgment of the Court that if said judgment is not paid at the expiration of six months from date hereof an order of sale issue out of this court to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, according to law, the within described land, the proceeds of said sale to be applied as hereinafter shown:

Both sides rest. Whereupon, it is ordered by the Court, after considering the facts and the evidence herein, that judgment be entered as per journal entry. It is further ordered by the Court that J. W. Miller be, and he is hereby, appointed Special Master herein to sell property.

Court adjourned until October 1, 1932.

Court convened pursuant to adjournment, Saturday, October 1, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

JANE HASKELL RICHARDSON,	Plaintiff,)	
)	
-vs-	)	No. 621 - Equity. ✓
)	
SAFULPA FUEL CO. a CORP.,	Defendant.)	

Now on this 1st day of October, A. D. 1932, there comes on for hearing objections to claims of bond holders in the above styled case. Hereafter, the following witnesses are sworn and examined: Nelson H. Poe, W. L. Miller, R. B. Booth, Jr., William Stahl, Mrs. W. L. Miller, Wilbur Harrison, Claud Williford. Thereupon, after considering the facts and the evidence herein, it is ordered by the Court that exceptions be allowed in part and overruled in part, all as per journal entry to be filed.

FIDELITY NATIONAL BANK & TRUST CO.,)	
KANSAS CITY, a corporation, Trustee,	Plaintiff,)	
	)	No. 744 - Equity. ✓
-vs-)	
P. A. McNEAL,	Defendant.)	

Now on this 1st day of October, A. D. 1932, the above styled case is called for trial. Both sides present and announce ready for trial. Opening statements of counsel are made and all witnesses are sworn in open court. The Plaintiff introduces evidence and proof with the following witnesses: R. B. Hutt, G. B. Walter. And thereafter, the Plaintiff rests. The Defendant introduces evidence and proof with the following witnesses: Hugh Sanders, W.A. Brownlee, Mr. Ham. And thereafter, depositions of the Defendant are heard in open court. Both sides rest. Whereupon, after consideration, it is ordered by the Court that case be taken under advisement. Plaintiff given ten (10) days to file briefs. Defendant ten (1) days to answer. Plaintiff given five (5) days thereafter to reply.

Court adjourned until October 3, 1932.

Court convened pursuant to adjournment, Monday, October 3, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

WILSON CLINTON, INCOMPETENT, ET AL,	Plaintiffs,)	
)	
-vs-	)	No. 607 - Equity.
)	
O. C. COPPEDGE, ET AL,	Defendants.)	

Now on this 3rd day of October, A. D. 1932, it is ordered by the Court that motions of Defendants Coppedge and U. S. F. & G. Company to dismiss be, and it is hereby, overruled. Exceptions allowed. Thereafter, all witnesses are sworn in open court. The Plaintiffs introduce documentary evidence and rest. The Defendants introduces evidence and proof with the following witness: R. W. Williams. And thereafter, after being fully advised in the premises, it is ordered by the Court that said case be taken under advisement. Plaintiff given thirty (30) days to file briefs. Defendants thirty (30) days to answer.

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

United States,	Plaintiff,)	
)	
vs.)	
)	
Ella M. Hobbs, individually, and Ella	)	No. 727 Equity
M. Hobbs, John C. Hobbs, Ralph A. Hobbs, Charles)	
S. Hobbs, Harold E. Hobbs and Leona Ruth)	
Hobbs, heirs at law of C. S. Hobbs, deceased,)	
	Defendants.)	

JOURNAL ENTRY OF JUDGMENT.

Now on this 28th day of September, 1932, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, Judge of the United States District Court for the Northern District of Oklahoma, plaintiff being present by its solicitor, A. L. Williams, Assistant United States Attorney for said district, and the defendants Harold E. Hobbs and Leona Ruth Hobbs, minors, being represented by G. O. Grant, attorney and guardian ad litem for said minors, and the defendants Ella M. Hobbs, John C. Hobbs, Ralph A. Hobbs and Charles S. Hobbs having been properly served with subpoena in equity as non-residents of the Northern District of Oklahoma, more than 60 days prior to this date, and all of said defendants being the heirs at law of C. S. Hobbs, deceased, and all of said parties being in default except Harold E. Hobbs and Leona Ruth Hobbs who have filed their answer herein by their said guardian ad litem and plaintiff having announced ready for trial and said guardian ad litem for said minors having announced ready for trial, and the Court having heard the evidence in the case, and being fully advised in the premises, finds that Ella M. Hobbs, John C. Hobbs, Ralph A. Hobbs and Charles S. Hobbs are in default of answer or appearance herein, and are so adjudged by the Court.

The Court further finds that plaintiff is entitled to judgment as prayed, for foreclosure of said mortgage and the sale of said land, the proceeds of sale to be applied to said indebtedness.

The Court further finds that G. O. Grant, guardian ad litem for said minors herein, is entitled to a reasonable attorney's fee for such service, in the sum of \$20.00, to be taxed as a part of the costs in this case.

The Court further finds that plaintiff is entitled to have a receiver appointed herein to take charge of said property, collect the rents and income thereon until sale thereof, as herein ordered, or the satisfaction of said indebtedness, the proceeds of said receivership to be reported into this court to await the further order of the Court.

IT IS WHEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff herein, the United States, in its own behalf and in behalf of Charles Drum, restricted usage Allottee No. 267, do have and recover of and from the defendants Ella M. Hobbs, John C. Hobbs, Ralph A. Hobbs, Charles S. Hobbs, Harold E. Hobbs, and Leona Ruth Hobbs the possession of said land for the purpose of sale and foreclosure as prayed by the plaintiff herein to satisfy said mortgage indebtedness in the sum of \$7649.50 with interest at 7% per annum from this date.

It is the further order and judgment of the Court that if said indebtedness is not paid at the expiration of six months from date of this judgment an order of sale issue out of this Court directed to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, according to law, the following described land, located in Osage County, Oklahoma:

Lot One (1) and East half (E2) of Lot Two (2) in Block Eighty-six (86)
City of Pawhuska, Oklahoma,

and that the proceeds of said sale to be applied as follows:

- First - Payment of the costs of said sale and this suit.
- Second - Payment to the plaintiff of the amount found due as hereinabove adjudged, together with interest thereon at 7% per annum from this date.
- Third - The residue, if any, to be paid into this court to await the further order of the Court.

It is further ordered, adjudged and decreed that John H. Vickrey, United States Marshal for the Northern District of Oklahoma, be, and he is hereby appointed Receiver in this cause, to take possession of said property, collect the rents and income thereon until the sale thereof or the satisfaction of this indebtedness, and report same into this court to await the further order of the Court.

It is further ordered, adjudged and decreed that from and after the sale of said land the said defendants Ella M. Hobbs, John C. Hobbs, Ralph A. Hobbs, Charles S. Hobbs, Harold E. Hobbs and Leona Ruth Hobbs, and all persons claiming under them since the commencement of this suit, be, and they are forever barred from claiming any right, title, interest, estate or equity in or to said land or any part thereof.

C.K. A. E. WILLIAMS
A. E. Williams, Assistant United States Attorney

F. E. LEWIS
JUDGE

RECORDED: Filed Oct 3 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until October 4, 1932.

Court convened pursuant to adjournment, Tuesday, October 4th, 1932.

Present: Hon. F. E. Renner, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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.

ERLE K. LBY,	Complainant,)	
)	
vs.)	
)	
MONARCH ROYALTY CORPORATION,		)	No. 581 Equity ✓
et al,	Defendants.)	
)	
JAMES A. HARRIS, Receiver,)	
GEORGE L. CURRIER,)	
	Claimant,)	
	Claim No. 14.)	

O R D E R

On this date, upon application of the appellant, for good cause shown,

IT IS ORDERED that the return date of the citation on appeal signed by the court in the above entitled case, be and the same is hereby extended for a period of thirty days from this date.

IT IS FURTHER ORDERED that the time for settling and filing statement of evidence and for preparing and filing the transcript of the record for appeal in this cause is hereby extended for a period of thirty days from this date.

DATED this 4th day of October, 1932.

F. E. KENNEDY
Judge.

ENDORSED: Filed Oct 4 1932
H. P. Warfield, Clerk
U. S. District Court

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

MONARCH ROYALTY CORPORATION, a cor- poration, suing by and through JAMES A. HARRIS, Receiver,	Complainants,)	
)	
vs.		)	No. 590 Equity. ✓
)	
MONARCH ROYALTY CORPORATION OF OKLAHOMA, a corporation, et al,	Defendants.)	

O R D E R

On this date, upon application of the appellant, for good cause shown,

IT IS ORDERED that the return date of the citation on appeal signed by the court in the above entitled case, be and the same is hereby extended for a period of thirty days from this date.

IT IS FURTHER ORDERED that the time for settling and filing statement of evidence and for preparing and filing the transcript of the record for appeal in this cause is hereby extended for a period of thirty days from this date.

DATED this 4th day of October, 1932.

F. E. KENNAMER
Judge.

ENDORSED: Filed Oct 4 1932
H. P. Warfield, Clerk
U. S. District Court

UNITED STATES OF AMERICA,	Plaintiff,)
)
-vs-		) No. 674 - Equity. ✓
)
ROSA MASHUNKASNEY, ET AL,	Defendants.)

Now on this 4th day of October, A. D. 1932, the above styled case is called for trial. Parties announce ready. Opening statements of counsel are made and all witnesses are sworn in open court. The Government introduces evidence and proof with the following witnesses: C. B. Holtendorff, Edgar Anderson, E. H. Boles, George Davis, J. L. Latts, Agnes Nunnenkamp, H. C. Fleener, Buck Starr, Tom Hubbard, J. M. Pyle, Jno. Whitehorn, F. H. Revard, Fred Lookout, F. J. Boys, Oce Denbo, Delila Frankner, Charles Mashunkasney. And thereafter, the hour for adjournment having arrived, it is ordered by the court that said case be continued to October 5, 1932.

Court adjourned until October 5, 1932.

Court convened pursuant to adjournment, Wednesday, October 5th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

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

FRANK MASTELL RICHARDSON,	Plaintiff,)
)
vs.		) No. 681 Equity. ✓
)
SARUPPA WEL COMPANY, et al,	Defendants.)

O. R. D. E. G.

On this 5th day of October, 1932, upon the application of Frank Mastell Richardson received

and Special Master herein, and for good cause shown,

IT IS ORDERED that the said Eben L. Taylor, receiver herein, be and he is hereby authorized and directed to pay and disburse to himself out of funds now in his hands as such receiver, the sum of One thousand Dollars (\$1,000.00) as a partial payment on the allowance of Four thousand two hundred fifty Dollars (\$4,250.00) heretofore made to him as receiver and Special Master herein.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Oct 5 1932
H. P. Warfield, Clerk
U. S. District Court DC

UNITED STATES OF AMERICA,	Plaintiff,)	
)	
-vs-	)	No. 674 - Equity.
)	
ROSA MASHUNKASHEY, ET AL,	Defendants.)	

Now on this 5th day of October, A. D. 1932, the above styled case comes on for continuance of trial. All parties present as heretofore. The Government continues with its introduction of evidence and proof with Charles Mashunkashey, Ned R. Smith, Mrs. Geo. Phens, Geo. Pheps, J. M. Humphreys, L. R. Stivers; And thereafter, the Plaintiff rests. Thereupon, the Defendants herein move for judgment, which motion is, by the Court overruled. Thereafter, it is ordered by the Court, after due consideration, that said case be dismissed as to those defendants who have filed disclaimers with the exception of Clayton Smith. And thereafter, the Defendants introduce evidence and proof with the following witnesses: Dave Faulkner, J. W. Green, Charley McDonald, W. C. Tucker, H. E. Brenner, Samuel Blair. And thereafter, it is ordered by the court that said case be continued to October 15, 1932.

Court adjourned until October 6, 1932.

Court convened pursuant to adjournment, Thursday, October 6, 1932:

Present: Hon. F. E. Kennamer, Judge, U.S. District Court.
H. P. Warfield, Clerk, U.S. District Court.

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

The cement float collars manufactured by defendant were collars placed between joints of oil well casing, whereas the cement float shoes were short sections of pipe placed at the bottom of the string of casing, both of which included a cement floating and cementing device known as a float plug. At this time defendant stated to plaintiff that the greatest patent protection for the devices lay in patents other than plaintiff's, namely the Schor and McLaire patents, which defendant controlled. Plaintiff declined to accept the schedule for royalties proposed by defendant in modification of the original agreement, but, following conferences at defendant's California office, an amendment of the original contract was made fixing a schedule of specific royalties payable to plaintiff upon various sizes of devices made and sold by defendant. This amendment was set forth in writing and was executed by the parties about March 1st, 1928. The royalty schedule finally agreed to operated to reduce the royalties payable to plaintiff below the agreed royalty fixed by the original contract. The amended royalty schedule, while varying slightly from the schedule submitted by defendant in January, 1928, as to amount of royalty which plaintiff should receive on each device, was, in round terms, approximately the same, and was, in terms, intended to cover each device embodying the inventions disclosed in plaintiff's patent and application for patent pending, as well as improvements thereon, as sold by or for defendant. Previous negotiations and the amendment itself show that the royalty schedule was intended to apply to defendant's manufacture and sale of cement float collars.

In the early months of 1928, at defendant's solicitation, plaintiff applied for a reissue of his patent and placed the matter of application for reissue in the hands of defendant's patent counsel. Whereafter they prosecuted the reissue application, with the result that Reissue Patent No. 17,217 was granted under date of February 19th, 1929. The application for patent pending as of the time of the making of the original contract was prosecuted to conclusion by defendant's attorneys and United States Letters Patent No. 1712948 were issued thereon on May 14th, 1929. Plaintiff was led to believe that the result of patent proceedings was satisfactory to defendant and that defendant's attorneys had secured, in whole or both parties, satisfactory results. In the fall of 1927, defendant's president, A. G. Baker, applied for letters patent to cover a cement float shoe embodying, substantially, the precise construction which was adopted by defendant in the first cement float shoes made and sold under the name of "Baker-Burch". This application was prosecuted in defendant's behalf by defendant's attorneys and resulted in the issuance of Letters Patent No. 1748007, under date of February 28th, 1930.

Several new designs of cement float shoes, including Baker-Burch High Side Hole Cement Float Shoe, Baker Cement Whirler Shoe and Baker High Side Cement Whirler Shoe, were contrived by defendant and manufactured and sold. These were treated as improvements upon or modifications of plaintiff's device and royalties thereon were duly accounted for and paid.

Until September 3rd, 1930, defendant paid plaintiff royalties upon 3,745 cement float shoes, amounting to \$26,273.10, of types, as follows:

Baker-Burch Cement Float Shoe	3,105
Baker-Burch Side Hole Cement Float Shoe	564
Baker-Burch High Side Hole Cement Float Shoe	42
Baker Cement Whirler Shoe	32
Baker High Side Cement Whirler Shoe	4

By advertising matter, defendant represented the above devices to be covered by one, or both, of plaintiff's patents. In correspondence with one alleged infringer, defendant claimed patent protection for these devices under plaintiff's patents, and declined to retract its claim in this respect upon demand from that party.

From the date of the execution of the original contract until September 3rd, 1930, defendant made no claim to plaintiff that the latter was not entitled to royalties upon the cement float shoes because of any lack of sufficiency in plaintiff's patents to protect the devices which defendant was manufacturing. Neither did defendant contend that plaintiff was not entitled to royalties thereon under the contract during that time. By letters written to plaintiff, defendant recognized and stated plaintiff's right to royalties upon the cement float shoes of various types indicated above under the contract.

No royalties were ever accounted for or paid to plaintiff upon the cement float collars, though demand therefor was made by plaintiff. Plaintiff depended upon defendant and its patent attorneys to secure the reissue of his first patent and the prosecution of application for his second patent, which he was led to believe would be done, and took no steps to protect, for his own account, any improvements upon his inventions. Following issuance of these patents he was not advised that the result anticipated had not been accomplished.

By letter dated September 3rd, 1930, defendant advised plaintiff that it had been advised by its attorneys that the devices which it was then making did not fall within plaintiff's patents and that payment of royalties to plaintiff would be discontinued on October 1st, 1930. Payment of royalties upon the cement float shoes was stopped on September 1st, 1930. Since that date defendant has rendered quarterly statements to plaintiff, as provided by the contract, but such statements have shown no royalties due plaintiff. Defendant has been manufacturing and selling, since September 1st, 1930, the same cement float shoes which it manufactured and sold prior to that date and upon which it accounted to plaintiff for royalties, but since that date has not advertised them as "Burch" patents and has discontinued the use of plaintiff's name in connection with the manufacture and sale of said articles, and has not used plaintiff's name either upon the manufactured article or in advertising or selling them.

By its declarations, acts and conduct, defendant is now estopped from claiming that the cement float shoes manufactured and sold by it following September 1st, 1930, do not fall within the scope of plaintiff's patents, and that plaintiff is not entitled to royalties thereon under the contract, as amended or modified in 1928. Plaintiff parted with a consideration, (in the reduction in the amount of royalties provided by the original agreement) in agreeing to the amended agreement provided for the payment of royalties upon the cement float shoes and the cement float collars, as interpreted by defendant that the reduced royalties should be paid thereon, and defendant may not now assert a contrary position. For about three years, the parties construed the contract, as amended in respect to royalties, as entitling plaintiff to royalties upon the types of cement float shoes which defendant made and sold prior to September 1st, 1930. It is not necessary to determine whether the devices manufactured and sold by defendant would constitute infringements of plaintiff's patents, and no finding thereon is made. It is not necessary to define the scope of plaintiff's patents and no finding thereon is made. It is not necessary to determine whether the devices manufactured and sold by defendant are mechanical equivalents of the devices covered by plaintiff's patent, and no finding thereon is made. Payment of royalties made to plaintiff were not the result of mistake on defendant's part.

Plaintiff is entitled to an accounting from defendant as to royalties on cement float collars manufactured and sold by or for defendant since March 1st, 1928, and as to royalties on cement float shoes manufactured and sold by or for defendant since August 31st, 1930.

The original contract, before execution by defendant's president, at paragraph 11 thereof contains the word "Licensor" in the copy originally retained by plaintiff, and the word "Licensee" in the copies thereof retained by the defendant, but one of such copies originally retained by defendant was executed by defendant's president and transmitted to the plaintiff by mail in September, 1927. The parties intended that the "Licensee" should have the option of cancellation of the contract as provided in paragraph 11, and the true agreement of the parties is expressed in copies of the contract under defendant's control, and as set to plaintiff by defendant upon its execution. Under this paragraph of the contract defendant had, and now has, the option to cancel the contract and has been possessed of such right since the time of the filing of plaintiff's bill herein. The testimony in the case of defendant's president shows that defendant is willing that the contract be cancelled. No attempt has been made to cancel the contract, as provided in paragraph 11 thereof, prior to this date, but the contract (including amendments) will be cancelled by this decree as of date of the order 1st, 1932.

THE FOLLOWING IS THE VERDICT AND DECREE:

1. That defendant account to plaintiff, as herein directed, for all royalties payable by the terms of the contract between the parties, as modified by the amendments thereto credited with plaintiff's bill, upon cement float collars manufactured and sold by or for defendant since March 1st, 1928.

2. That defendant account to plaintiff, as herein directed, for all royalties payable by the terms of the contract between the parties, as modified by the amendment thereto exhibited with plaintiff's bill, upon cement float collars manufactured and sold by or for defendant since March 1st, 1930.

3. That the prayer of plaintiff's bill for reformation of the contract exhibited therewith, by changing the word "licensee", in copy of the contract in defendant's possession and control, at Paragraph 11 thereof, to the word "licensor", and for a decree determining the copy of the contract exhibited with plaintiff's bill to be the true contract of the parties, is hereby denied.

4. That the cross bill of defendant is hereby denied and dismissed upon the merits.

5. Upon application of plaintiff the plaintiff is hereby given leave to file, on or before ten (10) days after this date, a supplemental bill for accounting as to cement float collars manufactured and sold by defendant after the date of the filing of plaintiff's bill here, defendant to answer the same not later than ten (10) days thereafter.

6. That within fifteen (15) days following determination of plaintiff's supplemental bill and decree thereon, defendant file with the Clerk herein, duly verified as to truthfulness and correctness, a written account and report showing the following matters:

(a) The total number of cement float shoes manufactured and sold by or for it, through sublicensees, agents, salesmen, representatives and otherwise, stating the particular size and dimension of each, since August 31st, 1930, which said cement float shoes were prior to September 1st, 1930, manufactured, advertised and marketed under the following designations, to-wit:

- Baker-Burch Cement Float Shoe
- Baker-Burch Side hole Cement Float Shoe
- Baker-Burch High Side hole Cement Float Shoe
- Baker Cement Shirler Shoe
- Baker High Side Cement Shirler Shoe.

It is directed that each and every device the same as those named and specified above, or similar thereto and consisting of a cement float casing shoe, shall be reported and stated, whether advertised, known, manufactured or sold under the trade name by which such devices were advertised and known prior to September 1st, 1930, or not, and that any mechanical or other difference between cement float casing shoes manufactured and sold succeeding September 1st, 1930, and those manufactured and sold prior to that date under the descriptions set forth above shall be clearly stated and illustrated in such account and report.

(b) The total number of cement float collars manufactured and sold by or for it, through sublicensees, agents, salesmen, representatives and otherwise, stating the particular size and dimension of each, since March 1st, 1930, which said cement float collars were manufactured, advertised and marketed under the name of Baker Cement Float collar prior to September 1st, 1930. It is directed that each and every device of the same design and construction as that stated above, or similar thereto and consisting of a cement float collar, whether advertised, known, manufactured or sold under the trade name by which such device was advertised and known prior to September 1st, 1930, or not, and that any mechanical or other difference between cement float collars manufactured and sold succeeding September 1st, 1930, and those manufactured and sold prior to that date under the description above set forth shall be clearly stated and illustrated, in such account and report.

(c) The report shall cover all manufactures and sale up to date of September 1st, 1932.

in receivership herein, and at said time said applicant appeared by its solicitor, HOWARD L. HOGAN, JR., and the receiver herein appeared by one of its solicitors, PAUL M. CALLENDER, JR., and the Court, being fully advised in the premises, finds that said application should be granted.

IT IS, THEREFORE, ORDERED AND ADJUDGED BY THE COURT that said applicant, THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, be and it hereby is granted until the 15th day of November, 1932, inclusive, within which to file any claim that it may now have, or any claim that, before the expiration of said additional times hereby granted, may accrue to it against the defendants herein, or either of them.

H. P. WARFIELD
United States District Judge.

O.K. HOGAN and GAVIN
Solicitors for Applicant.
O.K. PAUL M. CALLENDER
Solicitors for Receiver.

RECORDED: Filed Oct 6 1932
H. P. Warfield, Clerk
U. S. District Court

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE
NORTH DISTRICT OF OKLAHOMA

J. FRANKLIN ABOCH, Complainant)
vs.) IN EQUITY NO. 684
SUNRAY OIL COMPANY AND SUNRAY OIL CORPORATION, Defendants)

O R D E R

Now on the 14 day of Sept., 1932, the petition of C. H. Knight, Receiver herein, was presented to the Court, together with the written consent of the American-First Trust Company in Oklahoma City, as Trustee and the First National Bank and Trust Company, Tulsa, Oklahoma, as Trustee, for the sale of the producing royalty properties heretofore purchased from the Sun Royalty Company and others, located principally, insofar as the State of Oklahoma is concerned, in Seminole and Pottawatomie Counties, State of Oklahoma, and in the States of Texas and Kansas; and thereupon, the Court having heard the evidence and being fully advised, finds that the properties hereinafter described in the State of Oklahoma, as shown and enumerated upon the schedule of properties attached to and made a part of the petition to sell said properties as filed in this cause, are located in Seminole, Pottawatomie, Creek, Hog, Logan, Oklahoma, Pawnee, Payne, Pontotoc and Tulsa Counties, State of Oklahoma, the major portion thereof being located in Seminole and Pottawatomie Counties, and as to the two counties named the greater portion thereof as to number of acres of royalty interest owned are located in Seminole County, State of Oklahoma; that a portion of the properties described in the Receiver's petition to sell said properties are located in the State of Oklahoma, a portion thereof are located in the State of Kansas, and a portion thereof are located in the State of Texas, and as to all of said properties in all of said states there are more royalty acres located in the State of Texas than in either of the other States, and that as to all of said states there are a greater number of royalty acres located in Hutchinson County, State of Texas, than any other county of either state; that similar petitions are being filed in the United States District Court for the Northern District of Texas and in the United States District Court for Kansas for the sale of said royalty properties therein, to the end that all of said properties may be sold at one time and

to one purchaser; that the said properties, with few exceptions, are but small properties and are being constantly depleted in the natural course of events, and that the returns therefrom have been and will in the future constantly decrease; that on account of the large number of said small interests and said small returns therefrom, the necessity of employees for keeping data with reference thereto and the bookkeeping and office work in connection with entering receipts therefrom is disproportionate to the returns therefrom, and that it is therefore for the best interest of the Receivership Estate that said properties be disposed of; that The American-First Trust Company of Oklahoma City, as Trustee, has a first mortgage upon a portion of said properties; that the First National Bank and Trust Company, Tulsa, Oklahoma, Trustee, has a second mortgage upon a portion of said properties; that there are no other liens or encumbrances thereon; that the said Trustees have consented in writing to the sale of said properties; that the notice to said trustees is sufficient notice herein; that the Receivership Estate has a proposal or bid for the said properties in the sum of approximately \$30,000.00 cash; it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the Receiver herein be and he is hereby authorized, ordered and instructed as follows:

(1) To cause said properties to be sold for not less than two-thirds of the appraised value, and Harry Mack, Hell Edwards and E. W. Miller are hereby designated and appointed by the Court to make an appraisal of said properties and return the same to this Court.

(2) To sell at public sale for cash, free of all liens and encumbrances, the following described properties belonging to the Receivership Estate:

ROYALTY NAME	DESCRIPTION	COUNTY	STATE	ROYALTY ACRES
Addie Grayson Grayson	$\frac{1}{2}$ SE $\frac{1}{4}$ 20-18N-9E NE 10.03 acres Lot 3 & SE 10 acres & $\frac{1}{2}$ of E 5 acres of SW 10 acres Lot 3, Sec. 6-18N-12E	Creek	Oklahoma	18.00
Kimball & Reading	SE $\frac{1}{4}$ NW $\frac{1}{4}$ 16-14N-10E	Creek	Oklahoma	11.25
Juda Lear	NE $\frac{1}{4}$ NW $\frac{1}{4}$ 16-14N-10E	Creek	Oklahoma	1.25
Reynolds	NW $\frac{1}{4}$ NE $\frac{1}{4}$ 16-14N-10E	Creek	Oklahoma	1.25
Dickson	$\frac{1}{2}$ SE $\frac{1}{4}$ & $\frac{1}{2}$ SW $\frac{1}{4}$ 18-14N-10E	Creek	Oklahoma	7.00
Mahoney	$\frac{1}{2}$ SE 28-25N-17	Kay	Oklahoma	4.00
Ridson-Quintley	NW $\frac{1}{4}$ 28-18N-4W	Logan	Oklahoma	5.00
FreeLove	SW $\frac{1}{4}$ 17-19N-4W	Logan	Oklahoma	5.00
Middleston	E $\frac{1}{2}$ 19-11N-2W	Oklahoma	Oklahoma	5.00
Joyce	S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ 25-11N-3W	Oklahoma	Oklahoma	5.00
Theimer	SE $\frac{1}{4}$ 1 & NE $\frac{1}{4}$ 12-11N-3W	Oklahoma	Oklahoma	2.00
Hussman	SW $\frac{1}{4}$ 29-11N-2W	Oklahoma	Oklahoma	4.00
Wall	NE $\frac{1}{4}$ 5-20N-8E	Pawnee	Oklahoma	60.00
Masley	SW $\frac{1}{4}$ 3-20N-8E	Pawnee	Oklahoma	5.00
Cave	NE $\frac{1}{4}$ 10-20N-8E	Pawnee	Oklahoma	5.00
C. S. Harris	Lots 3 & 4 of NE $\frac{1}{4}$ & SW $\frac{1}{4}$ 9- 18N-9E	Payne	Oklahoma	10.00
Olive	E $\frac{1}{2}$ SW $\frac{1}{4}$ & Lots 3 & 4 7-19N-5E	Payne	Oklahoma	9.83
Parker	E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ 17-5N-8E	Pontotoc	Oklahoma	1.25
Gordon	All that part of Lot 13 lying & being east of the draw which crosses said lot near the west end containing 10 acres more or less in Sec. 16 & E $\frac{1}{2}$ NE $\frac{1}{4}$ & NE $\frac{1}{4}$ NE $\frac{1}{4}$ & S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ & NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ 21-5N-5E & all accreted lands & riparian rights	Pontotoc	Oklahoma	2.65
Reedler	SE $\frac{1}{4}$ NE $\frac{1}{4}$ 30-7N-8E	Pottawatomie	Oklahoma	5.00
Rowder	NE $\frac{1}{4}$ NW $\frac{1}{4}$ 4-9N-8E	Pottawatomie	Oklahoma	1.0

NAME	DESCRIPTION	COUNTY	STATE	QUANTITY ACRES
Bickford	E $\frac{1}{2}$ NE $\frac{1}{4}$ 30-7N-4E	Pottawatomie	Oklahoma	2.50
H. L. Youts	SW $\frac{1}{4}$ 20-7N-5E	Pottawatomie	Oklahoma	2.50
J. L. Johnson	S $\frac{1}{2}$ NW $\frac{1}{4}$ & NE $\frac{1}{4}$ SW $\frac{1}{4}$ 29-7N-5E	Pottawatomie	Oklahoma	5.00
Teens	SW $\frac{1}{4}$ 31-7N-5E	Pottawatomie	Oklahoma	10.00
J. H. Smith	NE $\frac{1}{4}$ 26-7N-4E	Pottawatomie	Oklahoma	2.50
Keyes	SE $\frac{1}{4}$ 6-9N-5E	Pottawatomie	Oklahoma	5.00
Tolen	S $\frac{1}{2}$ NW $\frac{1}{4}$ 1-7N-4E	Pottawatomie	Oklahoma	5.00
Borrow	NE $\frac{1}{4}$ NW $\frac{1}{4}$ 1-7N-4E	Pottawatomie	Oklahoma	2.50
Grace	S $\frac{1}{2}$ NE $\frac{1}{4}$ 2-7N-4E	Pottawatomie	Oklahoma	2.50
Vieux	E $\frac{1}{2}$ SE $\frac{1}{4}$ 8-7N-5E & S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ 15-7N-4E	Pottawatomie	Oklahoma	5.00
Sanders	NE $\frac{1}{4}$ SW $\frac{1}{4}$ 20-7N-4E	Pottawatomie	Oklahoma	5.00
Renderson	NE $\frac{1}{4}$ SW $\frac{1}{4}$ 23-7N-4E	Pottawatomie	Oklahoma	30.00
Ballard	NE $\frac{1}{4}$ SW $\frac{1}{4}$ 1-8N-4E	Pottawatomie	Oklahoma	5.00
C. Lewis	NE $\frac{1}{4}$ SW $\frac{1}{4}$ 6-8N-5E	Pottawatomie	Oklahoma	2.50
Colvin	S $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ 7-8N-5E	Pottawatomie	Oklahoma	5.00
Vineyard	NE $\frac{1}{4}$ 15-7N-5E	Pottawatomie	Oklahoma	8.00
Rose	NE $\frac{1}{4}$ NW $\frac{1}{4}$ 3 & 2E $\frac{1}{2}$ NE $\frac{1}{4}$ 4-7N-4E	Pottawatomie	Oklahoma	1.00
Ray Carter	S $\frac{1}{2}$ NE $\frac{1}{4}$ & SW $\frac{1}{4}$ SW $\frac{1}{4}$ 24-9N-6E	Seminole	Oklahoma	3.75
Willier	NE $\frac{1}{4}$ SW $\frac{1}{4}$ & S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ 14-9N-6E	Seminole	Oklahoma	2.50
Mollie Gaines	NE $\frac{1}{4}$ NE $\frac{1}{4}$ 11-9N-5E	Seminole	Oklahoma	5.00
Bruer	NE $\frac{1}{4}$ NE $\frac{1}{4}$ 10-9N-5E	Seminole	Oklahoma	3.00
Seay-Sarasdall	NE $\frac{1}{4}$ SW $\frac{1}{4}$ 12-9N-5E	Seminole	Oklahoma	.50
Seay-Magnolia	NE $\frac{1}{4}$ SW $\frac{1}{4}$ 12-9N-5E	Seminole	Oklahoma	1.00
Killingsworth	NE $\frac{1}{4}$ SW $\frac{1}{4}$ 14 & NE $\frac{1}{4}$ NE $\frac{1}{4}$ 15-8N-5E	Seminole	Oklahoma	6.00
Mouthlood	NE $\frac{1}{4}$ SW $\frac{1}{4}$ 24-8N-6E	Seminole	Oklahoma	3.33
Madsworth	S $\frac{1}{2}$ SW $\frac{1}{4}$ 30-8N-6E	Seminole	Oklahoma	1.00
Douglas	NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ & S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ & NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ 20-8N-5E	Seminole	Oklahoma	15.00
H. D. Gross	NE $\frac{1}{4}$ NW $\frac{1}{4}$ & S $\frac{1}{2}$ NW $\frac{1}{4}$ 24-9N-5E	Seminole	Oklahoma	3.00
Hearn	NE $\frac{1}{4}$ NE $\frac{1}{4}$ 13-9N-5E	Seminole	Oklahoma	20.00
Mitchell	S $\frac{1}{2}$ NE $\frac{1}{4}$ 15-8N-5E	Seminole	Oklahoma	10.00
Wheeler Peter	NE $\frac{1}{4}$ NW $\frac{1}{4}$ 18-5N-8E	Seminole	Oklahoma	10.00
Varnum	NE $\frac{1}{4}$ NE $\frac{1}{4}$ 5-9N-6E	Seminole	Oklahoma	5.00
Statler	SW $\frac{1}{4}$ SW $\frac{1}{4}$ 7-5N-8E	Seminole	Oklahoma	4.00
Jefferson	NE $\frac{1}{4}$ SW $\frac{1}{4}$ & S $\frac{1}{2}$ SW $\frac{1}{4}$ 23-5N-7E	Seminole	Oklahoma	20.00
Thrunder	NE $\frac{1}{4}$ NE $\frac{1}{4}$ 19-9N-6E	Seminole	Oklahoma	3.00
Grunds	E $\frac{1}{2}$ NE $\frac{1}{4}$ & NE $\frac{1}{4}$ SW $\frac{1}{4}$ 23-9N-5E	Seminole	Oklahoma	3.00
Ward	S $\frac{1}{2}$ SW $\frac{1}{4}$ 30-7N-4E	Pottawatomie	Oklahoma	2.50
Stickle	E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ & E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SW $\frac{1}{4}$ 23-19N-10E	Woods	Oklahoma	0.75
Fischer	NE $\frac{1}{4}$ SW $\frac{1}{4}$ 19-25S-1E	Sedgwick	Kansas	2.50
Ward Casey	NE $\frac{1}{4}$ NE $\frac{1}{4}$ 16 & NE $\frac{1}{4}$ NE $\frac{1}{4}$ 15-25S-1E	Sedgwick	Kansas	5.00
Wiles	NE $\frac{1}{4}$ NE $\frac{1}{4}$ 23-31S-2E	Barber	Kansas	2.50
Sleigh	All of Lots 5 & 6 Sec. 25 south of Highway divided into 10 lots 10 Sec. 36-31S-2E	Barber	Kansas	15.00
Matthews	174.51 acres out of 1. Raquet Tr. 415	Barber	Texas	80.00
Hiler Walker	All Sec. 21 & 20 less 90 acres on west side Sec. 30 Blk. B-2 HIGH Ry. Sur.	Gray	Texas	25.00
Palmer	Sec. 31 Blk. B-2 HIGH Ry. Sur.	Gray	Texas	31.00
Wheeler-Orse	174.51 acres out of 1. Raquet Tr. 415, Sec. 64; NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 65, Blk. 25, & SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 3 Blk. 26 HIGH Ry. Sur.	Gray	Texas	82.00

Royalty name	Description	County	State	Royalty Acres.
Cook-Maulkner	0 1/2 Sec. 33 & all Sec. 27 Blk. B-2 W&GN Ry. Sur.	Gray	Texas	130.00
Ferguson	1/2 Sec. 34 Blk. B-2 W&GN Ry. Sur.	Gray	Texas	30.00
Cockrell Ranch	Sec. 1, 2, 3 Blk. Y, W&C Sur. Sec. 1, 2, 3, 4, 7, 8, 9, 10, 11, 12 D&SE Ry. Co.; Sec. 13, 14 John F. Torrey & Co.; all in Blk. B-3; Sec. 2 (except the E 165.5 acres) Sec. 3 & 6 all in Blk. 11-21 WC Ry. Co. Sur. Sec. 2, 3, 4 Blk. 23 B&E Sur., containing 7830 acres	Hutchinson	Texas	244.00
TOTAL				941.75

(3) That the Receiver herein be and he is hereby directed to advertise said sale for at least four weeks in some newspaper in general circulation in Seminole County, State of Oklahoma, in Hutchinson County, State of Texas, and in Sumner county, State of Kansas, the latter two places as the Court of Ancillary jurisdiction in said states may direct, stating the terms of this sale and the time and place at which the same shall be sold, which place shall be at the Court house of Hutchinson County, State of Texas.

(4) That at the time and place designated by the Receiver, the highest and best bid for said properties in an amount not less than two-thirds of the appraised value thereof shall be accepted by the Receiver and reported to this Court, and return thereof made to this Court by the Receiver herein for confirmation or rejection.

(5) That the Receiver may, from time to time, adjourn or postpone such sale and may at any time to which said sale may be adjourned, proceed with the sale on any date to which the same may have been adjourned without further notice or advertisement.

(6) That the Sunray Oil Company, defendant, being the company in which the title to the above property is vested, shall join with the Receiver in executing and delivering instruments of conveyance of said property to the purchaser.

(7) That after the sale of said properties and confirmation thereof by this Court, the defendants herein, The American-First Trust Company, Trustee as Mortgagee, the First National Bank and Trust Company, Tulsa, Oklahoma, Trustee, as Mortgagee, and all other persons interested in the Receivership Estate, shall be and they are hereby forever and perpetually enjoined from claiming or asserting by suit or otherwise any interest, lien, claim, title or right in and to said properties or any part thereof, and they and each of them, and their successors and assigns shall be forever barred from all lien, claim, right, equity or title of any kind in and to said properties or any part thereof.

Dated at Tulsa, Oklahoma, this 14 day of Sept., 1932.

E. A. SUMNER
United States District Judge

ENTERED: Filed Oct 6 1932
E. P. Warfield, Clerk
U. S. District Court

J. G. CUMLETT, Plaintiff,)
)
 -vs-) No. 738 - Equity. ✓
)
 GEO. D. HOPE LBR. CO. A CORP., Defendant.)

Now on this 6th day of October, A. D. 1932, it is ordered by the Court that Defendant herein be permitted to reopen case and offer testimony. And thereafter, testimony of B. C. Wallace is heard. And thereafter, it is ordered by the Court that decree settling accounts and decreeing foreclosure be entered. Defendant excepts. It is further ordered by the Court that Defendant be given twenty (20) days to file appeal bond herein.

 Court adjourned until October 8, 1932.

EQUITY SESSION

MULSA, OKLAHOMA

SATURDAY, OCTOBER 8, 1932

Court convened pursuant to adjournment, Saturday, October 8th, 1932.

Present: Hon. F. A. Kennamer, Judge, U. S. District Court.
 H. P. Warfield, Clerk, U. S. District Court.

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

ERLE K. EBY, Plaintiff,)
)
 -vs-) No. 581 - Equity. ✓
)
 MONARCH ROYALTY CORP. ET AL, Defendants.)

Now on this 8th day of October, A. D. 1932, it is ordered by the Court, that motion of the Government to dismiss Motion of the Receiver to vacate order allowing claim of Internal Revenue Collector be, and it is hereby, overruled. It is further ordered by the court that hearing on motion to vacate order allowing claim of Internal Revenue Collector taken under advisement.

 MARION S. KERR, Administratrix, with will annexed, of the estate of A. T. W. Kerr, Deceased, Plaintiff,)
)
 -vs-) No. 794 - Equity. ✓
)
 ELLENOR S. KERR, ET AL, Defendants.)

Now on this 8th day of October, A. D. 1932, it is ordered by the Court that leave be granted to file the above cause on the Equity side of the Docket.

 Court adjourned until October 11, 1932.

Court convened pursuant to adjournment, Tuesday, October 11, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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. 850 Equity. ✓
)	
Board of County Commissioners of Osage County, Oklahoma,	Defendants.)	

ORDER ENLARGING TIME IN WHICH TO FILE APPEAL.

Now on this 11th day of October, 1932; said defendants request additional time to secure a copy of the record in the above entitled case and file the same in the Circuit Court of Appeals, and for good cause as shown in said application, it is hereby ordered, adjudged and decreed that said defendants be, and they are hereby given 60 days from this date in which to secure a copy of the record and file the same in the Circuit Court of Appeals.

F. E. KENNAMER
JUDGE

APPROVED:

ATTORNEY FOR THE PLAINTIFF

ATTORNEY FOR THE DEFENDANT

ENDORSED: Filed Oct 11 1932
H. P. Warfield, Clerk
U. S. District Court 123

Court adjourned until October 12, 1932.

Court convened pursuant to adjournment, Wednesday, October 12, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

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

United States,	Plaintiff,)
)
vs.)
)
George G. LaMotte, Anna Marx LaMotte, A. W.)
Lohman, Nettie Lohman, W. F. Mosier, W. C.)
Franks, Mary A. Franks, Frank E. McCoy, Fred)
Drummond, A. C. Mullenore, Jennie Mullenore,)
L. B. Edgington, Grace L. Edgington, A. S.)
Sands, Mabel D. S. Sands, E. S. Shidler, Ralph)
Graham, Katherine Graham, W. I. Shurtleff, Anna)
E. Shurtleff, A. I. Shurtleff, Kathryn W. Shurtleff, and)
Franks Ranch Company,)
	Defendants.)

No. 675 Equity. ✓

DECREE

Now on this 18th day of September, 1932, the above entitled cause came on to be determined, the plaintiff appearing by John M. Goldesberry, United States District Attorney, and A. W. Williams, Assistant United States District Attorney, and the defendants, George G. LaMotte and Anna Marx LaMotte and Fred Drummond appearing by their attorney W. H. Hattingly; A. W. Lohman, Nettie Lohman, W. T. Mosier, W. C. Franks, Mary A. Franks, W. I. Shurtleff, Anna E. Shurtleff, A. I. Shurtleff, Kathryn W. Shurtleff, and Franks Ranch Company appearing by their attorneys, Holcombe, Lohman & Barney; A. C. Mullenore, Jennie Mullenore, L. B. Edgington and Grace L. Edgington, defendants, appearing by their attorneys Frank E. McCoy & John A. Pearson; E. S. Shidler, Ralph Graham and Katherine Graham, defendants, appearing by their attorneys, Yancey, Spillers & Fisk; and A. S. Sands and Mabel D. Sands, defendants, appearing by their attorneys, Sands Campbell; the cause having been heard by the above entitled court on the 10th day of February, 1932, upon the agreed statement of facts, and time given parties to file briefs and upon consideration of the pleadings and the agreed statement of facts it is found ordered, adjudged and decreed as follows:

IT IS FOUND BY THE COURT that George W. Allen, incompetent Usage Allottee No. 306, received a homestead allotment approved by the Secretary of the Interior, February 20, 1909 and described as follows, to-wit:

Northwest Quarter of Section 24, Township 20 Range 7, North and East of Indian base and meridian of Usage County, Oklahoma;

and that the said George W. Allen received an allotment of surplus lands described as follows:

Southeast quarter of Section 24, Township 25, Range 8; Southeast quarter of Northwest quarter; Northeast quarter of Southwest quarter; North One-half of Southeast quarter; North One-half of Southwest quarter of Southeast quarter, all in Section 22, Range 8, Township 21, North and East of Indian base and meridian, of Usage County, Oklahoma.

That thereafter, on or about 24th day of February, 1915, the said George W. Allen, Usage Allottee No. 306, died intestate, leaving as his sole and only heirs at law his widow, Rose Allen, restricted Usage Allottee No. 222, and his unallotted minor son, George W. Allen; and shortly thereafter was prior to August 26, 1915, the said minor son, George W. Allen died intestate, leaving as his sole and only heir at law, his mother, Rose Allen.

The court further finds that on the 26th day of August, 1915, the said Rose Allen for a valuable consideration conveyed by warranty deed to George G. LaMotte and Anna Marx LaMotte an undivided one-half interest in said land which she inherited from George W. Allen Jr., said deed being recorded in the office of the county clerk of Usage County, Oklahoma, in Book Record No. 16, page 131.

The court further finds that on the 31st day of October, 1916, LaMotte and LaMotte conveyed by warranty deed to A. W. Lohman an undivided one-half interest in the Northwest quarter of Section 24, Township 29, Range 7, Osage County, Oklahoma, which deed was recorded in Book 20, page 420, in the County Clerk's office in Osage County, Oklahoma; that thereafter and on the 12th day of January, 1917, the said A. W. Lohman conveyed by warranty deed the above described land to W. T. Mosier, said deed being recorded in Book 20, Page 628 in the County Clerk's office, Osage County, Oklahoma; that thereafter and on the 30th day of November, 1917, the said W. T. Mosier and Louisa Mosier, his wife, executed a warranty deed on said property to A. W. Lohman, said deed being recorded in Book 23, page 338, in the County Clerk's office, Osage County, Oklahoma.

The court further finds that on the 7th day of December, 1916, LaMotte and LaMotte, conveyed by warranty deed to E. C. Mullendore an undivided one-half interest in the Southeast Quarter of Section 34, Township 25, Range 8, said deed being recorded in Book 20, page 479, in the County Clerk's office, Osage County, Oklahoma; that thereafter and on the 6th day of April, 1917, L. D. Edgington and Grace L. Edgington conveyed by warranty deed an undivided one half interest in the above described land to E. C. Mullendore, said deed being recorded in Book 22, page 256, in the County Clerk's office of Osage County, Oklahoma; that on the 19th day of November, 1921, E. C. Mullendore and Jennie Mullendore conveyed by warranty deed the above described land to A. S. Sands, said deed being recorded in Book 41, page 391, in the County Clerk's office of Osage County, Oklahoma; that on the 15th day of November, 1922 the said A.S. Sands and Mabel D. Sands conveyed said land by warranty deed to E. S. Shidler, said deed being recorded in Book 50, page 354, County Clerk's office Osage County, Oklahoma; that on the 16th day of December, 1922, the said E. S. Shidler conveyed by Quit claim deed to Ralph Graham the said described land, which deed was recorded in Quit Claim Deed Book 3, page 322 in the County Clerk's office of Osage County, Oklahoma; that thereafter and on the 20th day of September, 1926, the said Ralph Graham and Katherine Graham conveyed by quit claim deed the above described land to E. S. Shidler, which deed was recorded in C.C.D. Book 4, page 197, in the County Clerk's office of Osage County, Oklahoma.

The court further finds that on the 17th day of November, 1916, the said George G. LaMotte and Anna Marx LaMotte conveyed by warranty deed to A. W. Lohman an undivided one-half interest in the following described land, to-wit:

North One-half of Southeast Quarter; North Half of Southwest quarter of Southeast Quarter; Northeast Quarter of Southwest Quarter; Southeast Quarter of Northwest Quarter, all in Section 22, Township 21, Range 9, in Osage County, Oklahoma.

The said deed was recorded in Book 20, page 425, in the County Clerk's office of Osage County, Oklahoma.

That thereafter, on the 19th day of January, 1918, the said A. W. Lohman and Nettie Lohman, his wife, conveyed by warranty deed the above described land to V. I. Shurtleff and A. I. Shurtleff, said deed being recorded in Book 23, page 492, in the County Clerk's office of Osage County, Oklahoma; that on the 17th day of April, 1920, the said V. I. Shurtleff and Anna H. Shurtleff, his wife, and A. I. Shurtleff, and Kathryn V. Shurtleff, his wife, conveyed by warranty deed the above described land to A. W. Lohman, said deed being recorded in Book 37, page 65, in the County Clerk's office of Osage County, Oklahoma; that on the 24th day of March, 1922, A. W. Lohman conveyed by warranty deed the above described land to W. C. Franks, which deed was recorded in Book 45, page 368 in the County Clerk's office of Osage County, Oklahoma; that on the 3rd day of April, 1924, the said W. C. Franks and Mary A. Franks conveyed by warranty deed the said property to Franks Ranch Company, which deed was recorded in Book 51, page 449 in the County Clerk's office of Osage County Oklahoma; that on the 23rd day of January, 1930 in case No. 407 Equity, pending in the United States District Court for the Northern District of Oklahoma, Frank McCoy, as Special Master, executed a special master's deed on the above described land to Fred Diamond, which deed was recorded in Book 68, page 333, in the County Clerk's office of Osage County, Oklahoma.

The court further finds that this action was brought by the plaintiff, the United

States, on its own behalf, and on behalf of the heirs of George W. Allen, deceased Osage Allottee No. 306, to cancel and set aside and hold for naught the deed from Rose Allen to George G. LaMotte and Anna Marx LaMotte, and subsequent deeds as hereinbefore set out, for the reason that said land was restricted and that said deeds were void and of no force and effect.

The court further finds that all the facts plead by the plaintiff in the complaint, and by the defendants in their answer were admitted by all parties to this action.

It is further found by the court that under the Osage Allotment Act of June 28, 1906, the said George W. Allen, Jr. was not a member of the Osage Tribe of Indians, and that under the Act of April 18, 1912, the restrictions on alienation of lands were removed when such land was inherited by heirs of deceased allottees who were not members of the tribe, and that by reason thereof the restrictions on foregoing land were removed when inherited by George W. Allen Jr. and continued to be unrestricted after his death and when inherited by Rose Allen; and that the deed from Rose Allen to George G. LaMotte and Anna Marx LaMotte conveying the undivided one-half interest in said land inherited from her deceased child, George W. Allen Jr. was a valid conveyance and conveyed full title to said lands to the said George G. LaMotte and Anna Marx LaMotte, and that by reason thereof the subsequent deeds hereinbefore set out were valid conveyances of said land.

That by reason of the foregoing, the plaintiff is not entitled to the relief prayed for in the bill and that the title to said lands should be quieted in the said defendants subject only to the mineral rights reserved to the Osage tribe of Indians, and free and clear of all rights or claims of this plaintiff and the heirs of George W. Allen, Osage Allottee No. 306, deceased.

IT IS THEREFORE CONSIDERED, ORDERED, AND ADJUDGED that the plaintiff be denied the relief prayed for in the Bill of Complaint, and that the deed executed by Rose Allen on the 26th day of August, 1915, to George G. LaMotte and Anna Marx LaMotte, and recorded in Deed Record No. 19, page 191 in the office of the County Clerk's office of Osage County, State of Oklahoma, conveying the land hereinbefore described and the subsequent deeds conveying said land be, and they are hereby adjudged to be valid conveyances of said property insofar as this plaintiff or the heirs of George W. Allen, Osage Allottee No. 306 are concerned; and the title to said land is hereby quieted in said defendants as against the complainant and the heirs of George W. Allen, deceased, to all of which findings of fact, conclusions of law and order and judgment of the court plaintiff excepts and exceptions are allowed.

F. L. WALKER
DISTRICT JUDGE

O.K. as to form

A. L. WILLIAMS

Attorney for Plaintiff. Assist U. S. Atty.

O.K. W. R. HENNING

Attorney for Anna Marx LaMotte, George G. LaMotte, and Fred Drummond.

O.K. WOLCOTT, LOFFEL & BARNES

Attorneys for A. W. Lohman, Nettie Lohman, W. B. Yosier, W. C. Franks, Mary A. Franks, J. I. Shurtleff, Anna J. Shurtleff, A. I. Shurtleff, Kathryn E. Shurtleff, and Franks Ranch Co.

O.K. HANCOCK, LECOY and JOHN A. PARSONS

Attorneys for L. C. Hendersore, Jennie Hendersore, L. D. Edgington, Grace E. Edgington.

O.K. MARGY SPILLER & FIFE

Attorneys for L. S. Shidlor, Ralph Graham, and Katherine Graham.

O.K. W. R. HENNING, Attorneys for A. S. Sands and Label O. Sands.

RECORDED: Filed Oct 12 1932

H. P. Garfield, Clerk

U. S. District Court, D.C.

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

United States,	Plaintiff,)
)
vs.)
		) No. 677 Equity. ✓
H. G. Burt, George G. LaMotte, Anna)
Marx LaMotte, J. A. Chapman, and H. G.)
Barnard,	Defendants.)

D E C R E E

Now on this 12th day of September, 1932, the above entitled cause comes on to be determined; the plaintiff appearing by John M. Goldsberry, United States District Attorney, and A. B. Williams, Assistant United States District Attorney, and the defendants, George G. LaMotte and Anna Marx LaMotte appearing by their attorney, E. H. Mattingly, and the defendants J. A. Chapman and H. G. Barnard appearing by their attorneys, John Rogers and Leahy, MacDonald & Piles; the cause having been heard by the above entitled court on the 10th day of February, 1932, upon an agreed statement of fact, and time given parties to file briefs, and upon consideration of the pleadings and the agreed statement of facts, it is found, ordered, adjudged and decreed as follows:

It is found by the court that Che-she-hun-kah, incompetent Osage Allottee No. 306, received an allotment deed approved by the Secretary of the Interior July 30, 1909, conveying to him the following described land, to-wit:

Lot 2, Section 31, Township 27, Range 9; Northeast Quarter of the Northeast Quarter; Southwest Quarter of the Northeast Quarter; West Half of the Southeast Quarter, of Section 26, Township 27, Range 8, North and East of the Indian Base and Meridian in Osage County, Oklahoma.

That on or about the 11th day of June, 1909, the said Che-she-hun-kah died leaving surviving him as sole heirs his wife and two children, George W. Allen and John Claremore; that thereafter his widow died leaving as her sole heirs the two children, George W. Allen and John Claremore; that on the 12th day of December, 1912, the said John Claremore, with the approval of the Secretary of the Interior, conveyed his undivided one-half interest in the land hereinbefore described to George W. Allen, restricted Osage Allottee No. 306; that on or about the 24th day of February, 1914, the said George W. Allen died intestate, leaving as his sole and only heirs at law his widow, Rose Allen, restricted Osage Allottee No. 222, and his unallotted minor son, George W. Allen Jr; that shortly thereafter and prior to August 26, 1915, the said minor son George W. Allen Jr. died intestate, leaving as his sole and only heir at law his mother, Rose Allen, and that by reason of same Rose Allen became the only owner of all of the foregoing described land.

The court further finds that on the 26th day of August, 1915 the said Rose Allen for a valuable consideration conveyed by warranty deed to George G. LaMotte and Anna Marx LaMotte the undivided one-half interest in said land which she inherited from George W. Allen Jr., said deed being recorded in the office of the County Clerk of Osage County, Oklahoma in Deed Record No. 19, page 131.

The court further finds that on the 19th day of November, 1916, the said George G. LaMotte and his wife, Anna Marx LaMotte, conveyed by warranty deed to J. A. Chapman an undivided three-fourths interest in and to an undivided one-half interest of said land, and to H. G. Barnard an undivided one-fourth interest in and to an undivided one-half interest in the said land; said deed being recorded in the office of the County Clerk of Osage County, Oklahoma in deed record No. 20, page 409.

The court further finds that this action was brought by the plaintiff, the United States, on its own behalf, and on behalf of the heirs of George W. Allen, deceased Osage

Allottee No. 306, to cancel and set aside and hold for naught the deed from Rose Allen to George W. LaFotte and Anna Marx LaFotte, and subsequent deeds as hereinbefore set out, for the reason that said land was restricted and that said deeds were void and of no force and effect.

It is further found by the court that under the Osage Allotment Act of June 26, 1906, the said George W. Allen Jr. was not a member of the Osage Tribe of Indians, and that under the Act of April 18, 1912 the restrictions on alienation of lands were removed when such land was inherited by heirs of deceased allottees who were not members of the tribe, and that by reason thereof the restrictions on foregoing land were removed when inherited by George W. Allen Jr. and continued to be unrestricted after his death and when inherited by Rose Allen; and that the deed from Rose Allen to George G. LaFotte and Anna Marx LaFotte conveying the undivided one-half interest in said land inherited from her deceased child, George W. Allen Jr. was a valid conveyance and conveyed full title to said lands to the said George G. LaFotte and Anna Marx LaFotte, and that by reason thereof the subsequent deeds hereinbefore set out were valid conveyances of said land.

That by reason of the foregoing, the plaintiff is not entitled to the relief prayed for in the bill and that the title to said lands should be quieted in the said defendants subject only to the mineral rights reserved to the Osage tribe of Indians, and free and clear of all rights or claims of this plaintiff and the heirs of George W. Allen, Osage Allottee No. 306, deceased.

IT IS THEREFORE, CONSIDERED, ORDERED AND ADJUDGED by the court that the plaintiff be denied the relief prayed for in the bill of complaint, and that the deed executed by Rose Allen on the 26th day of August, 1915, to George W. LaFotte and Anna Marx LaFotte, and recorded in Deed Record No. 19, page 191 in the office of the County Clerk of Osage County, State of Oklahoma, conveying the land hereinbefore described and the subsequent deeds conveying said land, be, and they are hereby adjudged to be valid conveyances of said property insofar as this plaintiff or the heirs of George W. Allen, Osage Allottee No. 306 are concerned; and the title to said land is hereby quieted in said defendants as against the complainant and the heirs of George W. Allen, deceased, to all of which findings of fact, conclusions of law and order and judgment of the court plaintiff excepts and exceptions are allowed.

F. W. HILMAN
DISTRICT JUDGE.

O.K. W. H. HILMAN
Attorney for Plaintiff, Assist. U. S. Att'y.

O.K. E. H. HILMAN
Attorney for Anna Marx LaFotte, and George G. LaFotte.

O.K. LARRY MacDONALD & MILLS
Attorneys for F. W. Chapman and F. G. Barnard.

FILED: filed Oct 12 1902
H. P. Winfield, Clerk
U. S. District Court DC

Court adjourned until October 13, 1902.

Court convened pursuant to adjournment, Thursday, October 13, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. District Court.
W. E. Farfield, Clerk, U. S. District Court.

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

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

Clarissa V. Showalter,	Plaintiff,)
vs.		) No. 544 Equity. ✓
New Chicago Mines Corporation, a corporation, et al,	Defendants.)

DECREE RELATING PRIOR LIENS.

On this the 26th day of September, 1932, this cause came on for hearing upon the issues made by the Amended Supplemental Bill of plaintiff and answers filed thereto by the various supplemental defendants and others made parties defendant thereto.

The plaintiff appeared by Joe F. Dewberry, her attorney of record, and defendant New Chicago Mines Corporation by Davidson & Williams, its attorneys of record; the defendants E. C. Abernathy, Joplin Foundry Company, a corporation, Mine & Mill Supply Company, a corporation, Machinery & Supply Company, a corporation, by Frank Leslie, attorney of Miami, Oklahoma, and defendants Roy Shoopman, J. B. Byres, Wm. Vandiver, John Golden, Frank Steele, John Berry, and W. L. Bullock by W. R. Chesnut, attorney of Miami, Oklahoma, and defendant S. L. Henderson appeared not in person or by attorney although having filed answer and cross petition herein.

The parties announcing ready for trial, it was stipulated between counsel for plaintiff and counsel for defendants E. C. Abernathy, Joplin Foundry Company, a corporation, Mine & Mill Supply Company, a corporation, that the lien claimed by plaintiff as set forth in her Amended Supplemental Bill is prior and superior to the lien of said defendants as to the personal property described in the judgment and decree in favor of plaintiff in this cause under date of January 22, 1931, said property being known as Chicago Hill No. 2 and the machinery, equipment and appurtenances thereto, and being more particularly hereinafter described; and the court so finds.

It was further stipulated between counsel for plaintiff and counsel for the defendant Machinery & Supply Company, a corporation, that said defendant has no lien upon said property above mentioned in which plaintiff claims a lien, and that the cross-petition of said defendant be dismissed insofar as it relates to said property.

The court then heard the issues as between the plaintiff and the defendants Roy Shoopman, J. B. Byres, Wm. Vandiver, John Golden, Frank Steele, John Berry, and W. L. Bullock; and the issues as between said last named defendants and the defendants E. C. Abernathy, Joplin Foundry Company, Mine & Mill Supply Company and S. L. Henderson; and having considered the stipulations and agreements of counsel that no dispute existed as to the amount due from the defendant New Chicago Mines Corporation upon the claims of the respective defendants and cross-petitioners and upon the claim of the plaintiff, and having heard and considered the arguments of counsel for the respective parties, and being fully advised in the premises, finds;

That the plaintiff has a lien upon the property herein referred to as Chicago Mill No. 2 and other personal property hereinafter more particularly described, prior and superior to the claims and liens of each and all of the defendants and cross-petitioners herein.

That the defendants and cross-petitioners L. C. Abernathy, Joplin Foundry Company, and Mine & Mill Supply Company each have liens of equal standing upon said property, second and inferior only to the lien of plaintiff.

That the defendant and cross-petitioner S. E. Henderson has a lien upon said property third and inferior only to the lien of plaintiff and of the defendants and cross-petitioners last above named.

That the defendants and cross-petitioners Roy Shoopman, J. B. Myers, Wm. Vandiver, John Golden, Frank Steele, John Terry and G. E. Bullock have liens upon said property fourth and inferior to the liens of all of the other parties hereinabove named.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court:

1. That the plaintiff Clarissa V. Snowalter has a first lien, prior and superior to the liens to all the other parties herein named, upon the following described property, to-wit:

The concentrating plant located upon the following tracts of land in Ottawa County, Oklahoma; the southeast quarter (SE $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$), and the northeast quarter (NE $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$), of Section 28, Township twenty-nine (29) North, Range twenty-three (23) East of the Indian Meridian, consisting of a large frame, or wooden, building having therein power plant consisting of various electric motors and other necessary machinery and appliances and equipment in said building, and also including therein and connected therewith jigs, sludge tables, flotation plants, hoisters, trams, tracks and other appurtenances, machinery and appliances constituting a part of said mining plant, and upon all other personal property used in the operation of the mine known as the New Chicago Mine No. 2, located upon said above described tract of land, whether now located on said land or elsewhere.

2. That the defendants and cross-petitioners L. C. Abernathy, Joplin Foundry Company, a corporation, Mine & Mill Supply Company, a corporation, have second liens, of equal standing, upon said above described property, inferior and junior only to the lien of plaintiff.

3. That the defendant and cross-petitioner S. E. Henderson has a third lien upon said above described property inferior and junior only to the lien of plaintiff and to the liens of defendants and cross-petitioner named in paragraph No. 2 of this decree.

4. That the defendants and cross-petitioners, Roy Shoopman, J. B. Myers, Wm. Vandiver, John Golden, Frank Steele, John Terry and G. E. Bullock have fourth liens upon said property, inferior and junior to the lien of plaintiff and to the liens of the defendants and cross-petitioners named in Paragraphs 2 and 3 of this decree, the said liens of the defendants and cross-petitioners given a fourth lien by this paragraph of this decree being of equal standing.

5. That the defendant machinery & supply company, a corporation, has no lien upon the property herein described and that its cross-petition insofar as it affects said property be and it is hereby dismissed.

Done in and at the City of Oklahoma, this 20th day of September, 1932.

Filed for 13 1932
H. I. Griffith, Clerk
U. S. District Court

Julio M. de la Cruz, Clerk
the Northern District of Oklahoma.

Court convened pursuant to adjournment, Friday, October 14th, 1932.

Present: Hon. F. M. Kennamer, Judge, U. S. Dist. Court.
H. P. Hatfield, Clerk, U. S. District Court.

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

IN THE UNITED STATES DISTRICT COURT OF THE DISTRICT OF OKLAHOMA

Victor Clifford, Plaintiff,)
vs.) 201 Equity. ✓
Johns-Manville, Inc., et al, Defendants.)

O R D E R

Upon application of the plaintiff and reasonable grounds shown, said plaintiff is hereby given an extension of time of thirty (30) days in which to answer the interrogatories propounded by the defendants in the above entitled cause.

This 14th day of October, 1932.

F. M. KENNAMER
Judge.

FILED: Filed Oct 14 1932
H. P. Hatfield, Clerk
U. S. District Court

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

A. J. Booth et al., Complainants,)
vs.) No. 665 - Equity. ✓
Greer Investment Company, a corporation,)
et al., Defendants.)

O R D E R

This matter coming on to be heard on this 14th day of October, A. D. 1932, upon the verified application of John J. O'Brien, accountant and auditor, for final allowance for services rendered as such auditor and accountant, and the court having heard the testimony in support thereof, and being fully advised in the premises, is of the opinion that said application should be granted;

It is, therefore, ORDERED, ADJUDGED AND DECREED that Paul A. Taliaferro, receiver pendente lite of Petroleum Royalties Company, a trust, be and he is hereby authorized, empowered and directed to pay to John J. O'Brien, the additional sum of \$10,000.00 as final allowance for services rendered as such auditor and accountant, and that he do this out of any available funds of said Petroleum Royalties Company, a trust, which sum shall be paid to the said O'Brien as and for full satisfaction of all payment for services rendered to date.

No. 663 Equity.

F. L. WEAVER
United States District Judge.

RECORDED: Filed Oct 14 1932
H. P. Warfield, Clerk
U. S. District Court

UNITED STATES OF MEXICO,)
Plaintiff,)
)
) No. 672 - Equity.)
)
)
ROSA WASHUNKASHEY, et al,)
Defendants.)

Now on this 14th day of October, A. D. 1932, the above styled cause comes on for continuance of trial. All parties present as heretofore. Thereafter, the Defendants continue with their introduction of evidence and proof with the following witnesses: W. D. Russell, U. A. Childs, Mrs. Lou Strickland, J. C. Cornett, Ralph Barney, Rosa Washunkashey. And thereafter both sides rest. Thereupon, after being fully advised in the premises, and considering the facts and the evidence introduced herein, it is ordered by the Court that decree be entered as follows: Defendant Rosa Washunkashey to have Texas property, home and furniture where she now lives and the sum of \$20,000.00 in cash. It is further ordered that said defendant relinquish all other claims to the Government in behalf of Charles Washunkashey, all as per journal entry to be filed.

Court adjourned until October 15, 1932.

SENIOR SESSION TULSA, OKLAHOMA SATURDAY, OCTOBER 15, 1932

Court convened pursuant to adjournment, Saturday, October 15th, 1932.

Present: Hon. F. L. Weaver, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

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

Mexia Blasting Mill Company, a)
corporation,)
Complainant,)
) No. 103 Equity.)
)
)
vs.)
)
)
H. Rickman,)
Defendant.)

JOURNAL ENTRY.

Now on this 30th day of September, 1932, the motion of the plaintiff herein to strike the defendant's cross-bill having heretofore been presented and heard and taken under advisement, the court finds that said motion should be sustained in part and overruled in part, as follows:

That, therefore, by this Court, so ordered, I shall and do hereby order that the motion of the plaintiff to strike defendant's cross-bill be sustained in part and overruled in part as follows:

IT IS ORDERED, ADJUDGED AND DECREED that this cause be dismissed as to the said defendant, Mrs. Evelyn Friedman, without prejudice.

F. E. KENNAMER
Judge.

ENDORSED: Filed Oct 17 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until October 18, 1932.

EQUITY SESSION

TULSA, OKLAHOMA

WEDNESDAY, OCTOBER 18, 1932

Court convened pursuant to adjournment, Tuesday, October 18, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. District Court.
H. P. Warfield, Clerk, 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.

UNITED STATES OF AMERICA, Complainant,)
)
-vs-) No. 674 - Equity. ✓
)
ROSA WASHUNKASHMY, et al., Respondent.)

O R D E R

Now on this the 18th day of October, 1932, this matter came on to be heard upon the verified application of Charles S. Walker, the Receiver herein, to pay certain bills incurred in connection with the repairing, improving and renting of a certain residence on Lots 7 and 8 in block 4, original town of Pawhuska, Oklahoma, which bills are as follows:

Joe McCullough, plumbing bill	34.00
F. S. Kelley, window shades	10.40
H. H. Stigall, painting & papering	31.50
E. J. Smith, carpenter	6.50
H. T. Smith, leasing property	2.00
Total	84.40

And, the court, having heard and considered said petition, and upon due consideration thereof, finds that said bills are just and proper, and should be paid by said receiver.

IT IS ORDERED, ADJUDGED AND DECREED, that Charles S. Walker, Receiver herein, be, and he is hereby instructed to pay all of the above-named and described accounts, as well as the bills received for the payment of same, upon delivery of the checks in payment of said bills.

G. H. WILSON, U. S. Atty. A. H. KENNAMER, JUDGE.

ENDORSED: Filed Oct 18 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until October 19, 1932.

On this 19th day of October, A. D. 1932, court convened pursuant to adjournment.

Present: Hon. F. E. Kennamer, Judge, U. S. District Court.
H. P. Warfield, Clerk, 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

J. G. Catlett,	Complainant,)	
)	
v.		)	NO. 738 EQUITY ✓
)	
Geo. D. Hope Lumber Company, a corporation,	Defendant.)	

D E C R E E

This cause came on to be heard at this term and was argued by counsel; and, upon consideration thereof, the court made and filed its findings of fact and conclusions of law, and it is ordered, adjudged, and decreed as follows:

(1) That complainant have judgment against the defendant in the sum of nineteen thousand eight hundred seventeen and 43/100 (\$19,817.43) Dollars with interest from this date at six percent (6%).

(2) That complainant has a lien on the following described property, together with the improvements thereon, for the amount due him:

Lots 19, 20, 21, 22, 23, and 24 in Block 3 of Signal Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

(3) That complainant execute and deliver to defendant good and sufficient deed conveying the property above described, with improvements thereon, to the defendant on payment of the judgment within sixty days from this date.

The Court reserves further action herein for a period of sixty days. Notice of such further action to be given to the defendant by the complainant.

To which decree defendant excepts, and exception is allowed.

DATED this 6th day of October, 1932.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed Oct 19 1932
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned until October 20, 1932.

Court convened pursuant to adjournment, Thursday, October 20th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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

J. Franklin Tausch,	Complainant)	
)	
vs.)	
)	
Sunray Oil Company and Sunray Oil Corporation,	Defendants	)	In Equity No. 684 ✓
)	
The American-First Trust Company in Oklahoma City, as Trustee,	Intervener)	

ORDER IN RE ISSUANCE OF COUPON TO ETHEL A. SMACK IN
LIEU OF LOST COUPON

Upon reading and filing the application of C. H. Wright, Receiver, The American-First Trust Company in Oklahoma City, Trustee, and Sunray Oil Company and Sunray Oil Corporation, which application is duly verified by an officer of said Trust Company and in which the applicants pray among other things that the Court authorize and direct issuance of a new coupon in lieu of an alleged lost coupon and the delivery of such new coupon to Ethel A. Smack, and in which said applicants represent and state that they believe and therefore represent that such new coupon should be issued and delivered, the Court being fully advised in the premises finds that the representations and allegations in said application are true and that the prayer thereof should be allowed, and that the coupon which is described in said application as being in the possession of the said Trust Company has never been issued, is of like form, effect, maturity, date, and amount as the lost coupon described in said application, and should be issued in lieu of said lost coupon, and that said unissued coupon bears coupon No. 7 and bond No. M-701 (said No. M-701 having been marked out by said Trust company as such Trustee) and is of the face amount of \$27.50, maturing November 1, 1931, evidencing interest at the rate of 5½% per annum as said trust indenture provides, payable as provided in said trust indenture.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that in lieu of Sunray Oil Company 5-year 5½% gold bond coupon No. 7 maturing November 1, 1931 attached to bond No. M-147, Series "B", secured by trust indenture dated May 1, 1928, naming The American-First Trust Company in Oklahoma City, a corporation, as trustee, evidencing interest for the period beginning May 1, 1931 and ending November 1, 1931, there may be issued a new coupon as hereinbefore described; that such new coupon, having been heretofore executed in the name of Sunray Oil Company as maker, need not be re-executed; that no further authorization or action on the part of the receiver or the officers or directors of Sunray Oil Company or Sunray Oil Corporation shall be necessary for the issuance or delivery of such new coupon; that said Trust Company may, and is hereby authorized and directed to deliver said new coupon as to said Trust Company may seem proper unto said Ethel A. Smack; that such new coupon when so delivered shall in all things be binding according to its terms and the terms of said trust indenture upon said Sunray Oil Company as maker and the guaranty upon the bond to which said coupon shall be attached shall in all things be binding upon said Sunray Oil Corporation as guarantor, and such new coupon shall be and remain in lieu of said original coupon No. 7 maturing November 1, 1931 attached to bond No. M-147 Series "B", and that said receiver for and on behalf of Sunray Oil Company may accept the surety bond heretofore delivered to said Receiver running to Sunray Oil Company, in the principal sum of \$55.00, executed by Ethel A. Smack as principal and fidelity and Deposit

FURTHER ORDERED that the plaintiff be, and it hereby is, allowed its expenses herein in the sum of \$38.00 and its attorneys Mason, Williams & French are hereby allowed the sum of \$175.00 as a reasonable attorneys fee; it is

FURTHER ORDERED that the Clerk issue a check to the plaintiff's attorneys, Mason, Williams & French, for \$38.00 for the plaintiff's costs, and for \$175.00 for attorneys fee; the Clerk is directed to pay said amounts out of the fund deposited by the plaintiff in the registry of this Court in this action and to deduct said sums from said fund.

F. E. KENNAMER
District Judge.

O.K. JNO. L. WARD
Attorney for defendant, Minnie May Spratt

J. B. HOUSTON and M. C. RODOLF
Attorneys for defendant, Myrtle M.
Applebaugh, Administratrix.

JOHN LADNER
Attorney for defendants Myrtle M. Applebaugh and Mrs. Lela McLain.

MASON, WILLIAMS & FRENCH
Attorneys for plaintiff.

ENDORSED: Filed Oct 21 1932
H. P. Warfield, Clerk
U. S. District Court ME

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

United States,	Plaintiff,)	
)	
vs.	) No. 785 Equity ✓	
)	
Josephine Carroll, et al,	Defendants.)	

ORDER APPOINTING RECEIVER.

Now on this 17th day of October, 1932, this cause came on to be heard in open court before the undersigned Judge, on the application of the plaintiff in the Bill of Complaint for the appointment of a Receiver herein, and it being shown to the Court that on October 13, 1932, proper notice was served on Elmer Petree, Adm. of the estate of W. T. Carroll, deceased, defendant in this cause, to appear in this court on said date at 10 o'clock A.M., or as soon thereafter as said Judge could hear said application for the appointment of a Receiver herein, and it being further shown to the Court that the facts set out in said Bill of Complaint are sufficient cause for the appointment of a Receiver herein, and said defendant having failed to appear or in any way contest said application;

IT IS THE ORDER AND JUDGMENT OF THE COURT that John H. Vickrey, United States Marshal, for said district being a fit person, is hereby appointed Receiver in this cause, to take charge of, rent and collect the rents on the following described land, located in Osage County, Oklahoma, to-wit:

Lot 1; N2 of NE4; NE4 of NW4 less right of way for county Highway; Lot 2;
SE4 of NW4 of Sec. 18; S2 of SE4 of Sec. 7; NW4 of Sec. 16, All in Twp.
25, range 6,

and to make proper returns of any proceeds coming into his hands as a result of this order, or as the Court may hereafter direct.

O.K. A. E. WILLIAMS
Assistant United States Attorney

F. E. KENNAMER
JUDGE

ENDORSED: Filed Oct 21 1932
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned until October 24, 1932.

Court convened pursuant to adjournment, Monday, October 24, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. District Court.
H. P. Warfield, Clerk, 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.

Admiralty Zinc Company, a Delaware corporation,	Plaintiff,)	
		)	No. 798
vs.)	
Katherine J. Douthat, et al,	Defendants.)	

WARNING ORDER

Upon motion of Edgar A. de Meules, attorney for plaintiff in the above styled cause, and upon reading the verified bill in Equity filed herein and it appearing to the Court that this is a suit to remove an incumbrance or cloud upon the title to real property within this district and that the defendants Katherine J. Douthat, Catherine F. Douthat, Agnes E. Douthat, and Morton Z. Douthat, Haywood Scott and Merton H. Cooper, are not inhabitants and cannot be found within this District and that none of them has voluntarily appeared in this action, It is

ORDERED That the said Katherine J. Douthat, Catherine F. Douthat, Agnes E. Douthat and Morton Z. Douthat, Haywood Scott and Merton H. Cooper, defendants, and each of them appear, plead, answer or demur to the Bill of Complaint of plaintiff Admiralty Zinc Company, a Delaware corporation, on or before the 24th day of November, 1932, and in default thereof, the Court will proceed to the hearing and adjudication of said suit in the same manner as if the said Katherine J. Douthat, Catherine F. Douthat, Agnes E. Douthat, and Morton Z. Douthat, Haywood Scott and Merton H. Cooper, defenants, and each of them had been served with process within this District but said adjudication shall as regards said absent defendants without appearance affect only the property, which is the subject of this suit.

IT IS FURTHER ORDERED that certified copies of this order be served on the said defendants Katherine J. Douthat, Catherine F. Douthat and Agnes E. Douthat, Haywood Scott and Merton H. Cooper, and upon Morton Z. Douthat by delivering a copy to Katherine J. Douthat as Guardian for Morton Z. Douthat, at least twenty (20) days before the date above named by the

United States Marshal, or his Deputy, for the Western District of Missouri, or by any Sheriff or Deputy Sheriff of the county in Missouri in which said defendants or any of them may be found.

IT IS FURTHER ORDERED that certified copies of this order be served on the person or persons other than plaintiff in possession or charge of said property, if any there be.

DATED This 24 day of October, 1932, at 9:13 A. M.

F. E. KENNAMER
DISTRICT JUDGE.

ENDORSED: Filed Oct 24 1932
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned until October 25, 1932.

Court convened pursuant to adjournment, Tuesday, October 25, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

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

Cheyenne Arms Apartments, Inc.,)
a corporation, Adah C. Sanders, and Fred D.)
Turner, Plaintiffs,)

vs.

No. 791 Equity.

Standish Hall, The Guarantee Title and Trust)
Company, a defunct corporation, its officers, et al,)
Defendants.)

O R D E R

On this 25th day of October, 1932, in the Federal Court room within and for the Northern District of the State of Oklahoma, came on to be heard the motion of They Cheyenne Arms Apartments, Inc., one of plaintiffs in the above styled and numbered cause, for an order directing the absent defendants whose names and residences, so far as is known are as follows, to-wit:

<u>NAME</u>	<u>ADDRESS</u>
Charles T. Greason	Paola, Kansas
Dwight Smith	Wichita, Kansas
J. M. Haymaker Estate	Wichita, Kansas
G. T. Drake	Mulvane, Kansas
John C. Daves	Winfield, Kansas
D. H. Sullivan	Wellington, Kansas
L. Rittenoure	Wichita, Kansas

G. A. Cunningham	Wichita, Kansas
Mary A. Harris	Wichita, Kansas
F. Loymeyer	Halstead, Kansas
Dora Ruth	Halstead, Kansas
R. D. Jarboe	Wichita, Kansas
J. T. or Lula R. Easter	Wichita, Kansas
Mrs. Belle Horner	Wichita, Kansas
Mr. or Mrs. Ernest Bradley	Belle Plaine, Kansas
Ed Cain	El Dorado, Kansas
D. D. Eshelman	Wichita, Kansas
Mrs. E. H. Rudolph	Wichita, Kansas
Ella B. Swisher	Derby, Kansas
A. L. Dalley	Belle Plaine, Kansas
Dr. L. P. Warren	Wichita, Kansas
Elizabeth McGill	Long Beach, Calif.
Geo. Briceland	Wichita, Kansas
Leslie Mellick	Wichita, Kansas
E. J. Haskell	Wichita, Kansas
Sarah J. Devore	Wichita, Kansas
Lloyd Warren	Wichita, Kansas
Mrs. L. L. Bull	Wichita, Kansas
Miss Lucetta Johnson	Wichita, Kansas
William S. Narron	Belle Plaine, Kans.
Dr. E. J. McKee	Halstead, Kansas
Glen A. Hayward or Elise M. Hayward or Survivor	Ottawa, Kansas.
Mrs. Vera B. Burson	Eureka, Kansas
Robert W. Putney	Wichita, Kansas
Mrs. Dora Brownrigg	Baldwin, Kansas
Mr. and Mrs. J. B. Souder	Newton, Kansas
E. N. Parker	Kansas City, Mo.
Mrs. A. Sautter	Wichita, Kansas
Mr. L. T. Sittler	Goddard, Kansas
Thomas Brownrigg	Westphalia, Kansas
J. Sauer	Valley Center, Kansas
Wm. v. Miller	Wichita, Kansas
C. B. Lavender	Wichita, Kansas
Jay Davis	Kingman, Kansas
Lucile Fenton	Augusta, Kansas
T. P. Threlfall	Wichita, Kansas
Victor Boellner	Mannhattan, Kansas
Alois Weidler	Busnton, Kansas
Mrs. F. J. Arceneaux	Wichita, Kansas
Robert Campbell Inv. Co.	Wichita, Kansas
Nellie M. Rothwell	Wichita, Kansas
Miss Jennie Smith	Wichita, Kansas
Marcus R. Roht	Eureka, Kansas
Mrs. Lydia Hassinger	Halstead, Kansas
Mrs. May L. Hall	Wichita, Kansas
Miss Aldie Haver	Eldorado, Kansas
G. C. Bethel	Wichita, Kansas
John Burnham	Leon, Kansas
K. L. Lohmeyer	Halstead, Kansas
J. Goldenhauer	Geuda Springs, Kans.
Mrs. Emma Tanner	Wichita, Kansas
Dr. L. C. Olson	Newton, Kansas
Mrs. Cora L. Kershner	Wichita, Kansas
Marion O. Wight	Wichita, Kansas
Mrs. Elizabeth Walker	Wichita, Kansas
C. L. King	Hutchinson, Kans.
Effie M. Ray	Wichita, Kansas

Lizzie J. Davis
Mrs. G. M. Glenn Estate
H. A. Smith
S. A. Sholl
Mrs. Grace Pierpoint
Standish Hall
Frank Greager
A. J. Swisher
A. L. Derby
C. H. Brooks

Wichita, Kansas
Wichita, Kansas
Wichita, Kansas
Columbus, Ohio
Wichita, Kansas
Wichita, Kansas
Wichita, Kansas
Derby, Kansas
Wichita, Kansas
Wichita, Kansas

To appear and plead, answer or demur on a day to be designated by the court, and it appearing to the court that this suit is commenced by plaintiffs who are residents and citizens and inhabitants of the State of Oklahoma, as stated in the motion, to enforce equitable rights and claims to and upon lands situated in the County of Tulsa, State of Oklahoma, removing the defendant Standish Hall from asserting certain rights as trustee and to appoint a trustee in the deed of trust set out and described in said bill and to protect the rights and equities of both the plaintiffs and defendants and to remove a cloud from the title of said property affecting said title and rights and claims to lands situated in the County of Tulsa, in the State of Oklahoma, being in the Northern District of said State. The said defendants therein named are not inhabitants or residents of the said Northern District of Oklahoma nor are they found in said State and none of them have voluntarily appeared in said suit, and the court being of the opinion that said application should be granted, it is ordered that the said defendants whose names and residences are herein above set out, shall appear, plead, answer or demur to the bill of plaintiffs on or before the 12th day of December, 1932, the same being in the present special March term of court, in the court room thereof in the city of Tulsa, County of Tulsa, State of Oklahoma; that the court finds that the defendants are too numerous and all their residences are not known and that it would be impractical to apply for or get personal service on all of said defendants, and by reason of which it is directed that this order be published in the Tulsa Daily Legal News in the city of Tulsa, Oklahoma, once each week for a period of six successive weeks.

F. E. KENNAMER
District Judge.

RECORDED: Filed Oct 25 1932
H. P. Warfield, Clerk
U. S. District Court JAR

Court adjourned until October 26, 1932.

Court convened pursuant to adjournment, Wednesday, October 26th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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

J. FRANKLIN TAUSCH,	Complainant)	
)	
vs.	)	IN EQUITY NO. 684 ✓
)	
SUNRAY OIL COMPANY AND SUNRAY OIL CORPORATION,	Defendants.)	

O R D E R

Upon filing and reading the petition of C. H. Wright, Receiver herein, it appearing to the Court that pursuant to an order of the Court heretofore made, C. H. Wright has caused to be paid to William D. Hamilton the sum of \$2500.00 and has received full release of all claims of the said William D. Hamilton against the Receivership Estate and the said Sunray Oil Company and Sunray Oil Corporation, and has received a dismissal of the suit instituted by the said William D. Hamilton in the Supreme Court, New York County, New York, against the Sunray Oil Corporation, prior to the Receivership herein, and a stipulation for withdrawal of the claim of said William D. Hamilton, copies of each of which are attached to the petition of the receiver; it is, therefore,

ORDERED AND ADJUDGED by the court that the payment of said \$2500.00 by the said Receiver under the order of this Court and the releases, the dismissal of said cause in the Supreme Court, New York County, New York, and the stipulation of withdrawal be and the same are hereby in all things approved; and,

IT IS FURTHER ORDERED by the Court that upon such release, receipt, dismissal and stipulation, the claim of William D. Hamilton filed herein on 12th day of February, 1932, for the sum of \$50,000.00 be and the same is hereby fully and finally dismissed with prejudice, and the said William D. Hamilton is hereby enjoined from filing or asserting any claim of any kind or character against the said Receivership Estate or the Sunray Oil Corporation or the Sunray Oil Company upon said claim of \$50,000.00 or any part thereof.

Dated October 26, 1932.

F. E. KENNAMER
United States District Judge

ENDORSED: filed Oct 26 1932
H. P. Warfield, Clerk
U. S. District Court ME

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DIS-
TRICT OF OKLAHOMA

J. FRANKLIN TAUSCH,	Complainant)	
)	
vs.	)	IN EQUITY NO. 684 ✓
)	
SUNRAY OIL COMPANY AND SUNRAY OIL CORPORATION,	Defendants)	

O R D E R

Upon filing and reading the petition of C. H. Wright, Receiver herein, for instructions as to the execution of an assignment to the Phillips Petroleum Company of an undivided one-half (1/2) interest in an oil and gas mining lease owned by the Sunray Oil Company and in

That the said contract of operation entered into by Edward Galt and Walter A. Gant and the Franco Dominion Development Corporation and assigned by the said Galt and Gant to the Sunray Oil Company has by its own terms expired, that the Receiver during the life of said contract accepted reduced compensation for the services rendered by him in the operation of said property according to mutual agreement, that the Receiver continued the operation of said property by oral agreement after the expiration of said contract on the basis of mutual agreement by the parties, that he relinquished the operation thereof by agreement of the parties on the 1st day of August 1932, that he executed a release along with the said Galt and Gant to the said Galt and Gant as more fully set out by copy of said release attached to the petition of the Receiver herein, and that the acts of the Receiver in connection with said transactions were for the best interests of the Receivership estate and should in all things be approved and confirmed, and it is therefore

ORDERED, ADJUDGED AND DECREED that the acts of the Receiver in connection with the operation of a well for oil and gas purposes belonging to the Franco-Dominion Development Corporation under a contract assigned to the Sunray Oil Company by Edward Galt and Walter A. Gant and a subsequent mutual agreement of a reduction of the amount of consideration to be paid for the operation thereof, and the subsequent operation of said property by oral agreement after the contract expired by its terms up to August 1, 1932 and the execution of a release as per copy attached to the petition of the Receiver herein be and they are herein in all things confirmed, ratified and approved.

DATED AT TULSA, OKLAHOMA THIS 26th DAY OF OCTOBER, 1932.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE

RECORDED: Filed Oct 26 1932
H. P. Warfield, Clerk
U. S. District Court E

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

J. FRANKLIN TAUSCH, Complainant)
vs.) IN EQUITY NO. 684 ✓
SUNRAY OIL COMPANY AND SUNRAY)
OIL CORPORATION, Defendants.)

O R D E R

Upon filing and reading the petition of the Receiver herein for an order ratifying the acts of the Receiver in purchasing an oil and gas mining lease and the mineral rights thereunder on a strip of land described as 3.31 acres which constituted an abandoned railroad right-of-way across the $\frac{1}{2}$ NE Section 11-15-4W, Logan County, Oklahoma, and the court having considered said petition and being fully advised in the premises finds:

That the Sunray Oil Company has at all times during the receivership of the said Sunray Oil Company and for a period of time prior thereto been the owner of an oil and gas mining lease described as:

$\frac{1}{2}$ NE Sec. 11-15-4W, Logan County, Oklahoma, less 3.31 acres railroad right-of-way

that the geological reports thereon show that the area in which said oil and gas mining lease is located is possible oil and/or gas producing territory, that the said 3.31 acres abandoned railroad right-of-way is subject to being drilled for oil and/or gas independently of the oil and

gas mining lease described above, that in the event it should become producing by being drilled that it would necessitate upon the part of the receivership estate an expensive drilling campaign as to their said oil and gas mining lease above described in order to protect the boundaries thereof from drainage, that the owner of the mineral rights thereunder is the Seminole Royalty Company, that the said Seminole Royalty Company has executed an oil and gas mining lease covering the said 3.31 acres abandoned railroad right-of-way across said $\frac{1}{2}$ NE Section 11-15-4W, Logan County, Oklahoma, and also mineral deed thereon, conveying royalty interest thereunder, that the receiver herein has paid for said oil and gas mining lease and mineral deed the sum of five Hundred Dollars (\$500.00), that the acts of the Receiver herein were for the best interests of the receivership estate and should in all things be confirmed, ratified and approved, and it is therefore

ORDERED, ADJUDGED AND DECREED that the acts of the Receiver in accepting the delivery of an oil and gas mining lease and mineral deed on a tract of land described as 3.31 acres abandoned railroad right-of-way across the $\frac{1}{2}$ NE Section 11-15-4W, Logan County, Oklahoma and the payment of a consideration therefor of Five Hundred Dollars (\$500.00) to the Seminole Royalty Company, the former owner and seller of said lease and mineral rights be, and they are hereby in all things confirmed, ratified and approved.

DATED AT TULSA, OKLAHOMA THIS 26th DAY OF OCTOBER, 1932.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE

ENDORSED: Filed Oct 26 1932
H. P. Warfield, Clerk
U. S. District Court 12

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

J. FRANKLIN TAUSCH,	Complainant)	
)	
vs.		)	IN EQUITY NO. 684 ✓
)	
SUNRAY OIL COMPANY AND)	
SUNRAY OIL CORPORATION,	Defendants)	

O R D E R

Upon filing and reading of the petition of C. H. Wright, Receiver herein for an order approving or disapproving a certain contract entered into between C. H. Wright and Mollie H. Scales as ancillary Receivers of the Sunray Oil Company and Jim Cloud, Inc., a corporation, whereby the receiver and/or ancillary receivers are to lease and let a string of 3" seamless casing approximately 3,700 feet in length to the said Jim Cloud, Inc. for the purpose of drilling an oil and/or gas well on the C. R. Jones land in the NE corner of the $\frac{1}{4}$ SW Section 169, Block 3T, T&NO Railway Company Survey, Moore County, Texas, in order to test said land for oil and/or gas bearing qualities in the deeper formations thereof, said casing to be paid for by Cloud in the event the said well to be drilled produced oil and/or gas in commercial quantities, or to be returned to the receiver and/or ancillary receivers on top of the ground at the location of said well at the expense of Cloud in the event the said well does not produce oil and/or gas in commercial quantities, all as fully set out by copy of said contract attached to the petition of the receiver herein, and the court being fully advised in the premises finds:

That the said well to be drilled by Cloud on the land described herein to the deeper formations thereof will be beneficial to the receivership estate in that it will test for oil and/or gas purposes an oil and gas mining lease immediately adjoining the said lands belonging to the receivership estate described as the $\frac{1}{4}$ NW Section 169, Block 3T, T&NO Railway

Company survey, Moore county, Texas, and also other oil and gas mining leases belonging to the receivership estate in the vicinity of said lease aggregating several hundreds of acres, that the said contract according to its terms and conditions is fair to all parties, and it is therefore,

ORDERED, ADJUDGED AND DECREED that the Receiver herein be and he is hereby ordered, authorized and directed to carry out the terms and conditions of said contract and that his acts in executing the same and carrying out the terms and conditions thereof as agreed upon therein be, and they are hereby ratified, confirmed and approved in all things.

DATED AT TULSA, OKLAHOMA THIS 26th DAY OF OCTOBER, 1932.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE

ENDORSED: Filed Oct 26 1932
H. P. Warfield, Clerk
U. S. District Court MS

Court adjourned until October 27, 1932.

Court convened pursuant to adjournment, Thursday, October 27th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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

Harriett Hosey, et al	Plaintiffs)	
)	
vs.)	
		)	Equity No. 238 ✓
James A. Chapman, et al	Defendants)	
)	
The United States of America, et al	Interveners)	

ORDER OF COURT

Now on this the 27th day of October A. D. 1932, the same being one of the regular days of the special March A. D. 1932 term of said court, at Tulsa, there coming on for hearing the motion of the appellants asking for an order of court, directing the clerk as to the application of costs in said cause, and the court being well and sufficiently advised in the premises, finds that the total costs of said record and the costs of the clerk amount to a total of \$2,543.60, of which amount the appellants, save and except the United States of America, have paid \$1,500; that of said \$2,543.60, the sum of \$126.00 is due by reason of ten extra copies of said record ordered by the appellant, the United States of America; that the United States of America has agreed to expend of said \$2,543.60, the sum of \$800.00, of which amount \$186.00 is for said ten extra copies, and that of said amount in the hands of the clerk, he shall pay to Guyette & Company the sum of \$1,013.50, and the United States of America shall pay to said Guyette & Company the sum of \$800.00; and that of said \$1,500.00 now in the hands of the clerk, he shall credit to costs of his office \$486.50, and there shall be taxed as constructive earnings

An undivided 1/24th royalty interest in and to the E/2 of the NW/4 and the SW/4 of the NW/4 of Section 24, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 1/40th royalty interest in and to the W/2 of the SW/4 of Section 14, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 456/5760ths royalty interest in and to the NE/4 of the NE/4 and the W/2 of the NE/4 of Section 25, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 997/264000ths royalty interest in and to the W/2 of the NW/4 of Section 25, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 7411/52,800ths royalty interest in and to the E/2 of the NW/4 and the NE/4 of the SW/4 of Section 25, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 1/40th royalty interest in and to the S/2 of the NE/4 of Section 19, Township 9 North, Range 6 East, Seminole County, Oklahoma;

An undivided 1/16th royalty interest in and to the Lots 3 and 4; or the W/2 of the SW/4 of Section 7, Township 6 North, Range 8 East, Seminole County, Oklahoma;

An undivided 1/10th royalty interest in and to the North Half of the NE/4 of the SE/4 of Section 7, Township 6 North, Range 8 East, Seminole County, Oklahoma;

An undivided 1/40th royalty interest in and to the NE/4 of the NE/4 of Section 10, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 1/40th royalty interest in and to the SE/4 of the SW/4 and the SW/4 of the SE/4 of Section 20, Township 6 North, Range 6 East, Seminole County, Oklahoma;

An undivided 7/480ths royalty interest in and to the S/2 of the NE/4 and the W/2 of the W/2 of the SE/4 of Section 8, Township 6 North, Range 6 East, Seminole County, Oklahoma;

An undivided 1/22nd royalty interest in and to the NE/4 of the NE/4 and the W/2 of the W/2 of the S/2 of the SE/4 of the NE/4 and the W/2 of the NE/4 of the SE/4 of the NE/4 and the W/2 of the NW/4 of the SE/4 of the NE/4 all in Section 30, Township 12 North, Range 9 East, Okfuskee County, Oklahoma;

An undivided 1/40th royalty interest in and to the SE/4 of the SW/4 of Section 19, Township 11 North, Range 11 East, Okfuskee County, Oklahoma;

An undivided 3/80ths royalty interest in and to the W/2 of the SW/4 and the SE/4 of the SW/4 of Section 8, Township 13 North, Range 10 East, Okfuskee County, Oklahoma;

An undivided 19/120ths royalty interest in and to the SE/4 of the SE/4 of Section 14, Township 6 North, Range 3 East, Pottawatomie County, Oklahoma;

An undivided 1/80th royalty interest in and to the SE/4 of the SE/4 of Section 23, Township 7 North, Range 4 East, Pottawatomie County, Oklahoma;

An undivided 13/160ths royalty interest in and to the North Half of the NE/4 of Section 23, Township 6 North, Range 3 East, Pottawatomie County, Oklahoma;

An undivided 9/80ths royalty interest in and to the SW/4 of the SE/4 and the SE/4 of the SW/4 of Section 19, Township 6 North, Range 4 East, Pottawatomie County, Oklahoma;

An undivided 1/40th royalty interest in and to the S/2 of the NW/4 of Section 16, Township 16 North, Range 10 East, Creek County, Oklahoma;

An undivided 7/120ths royalty interest in and to the S/2 of the NW/4 and the NW/4 of the NW/4 of Section 16, Township 16 North, Range 10 East, Creek County, Oklahoma;

An undivided 7/2880ths royalty interest in and to the NW/4 of Section 34, Township 25 North, Range 1 West, Kay County, Oklahoma;

An undivided 1/32nd royalty interest in and to the SE/4 of Section 17, Township 19 South, Range 1 West, McPherson County, Kansas;

An undivided 1/32nd royalty interest in and to the SE/4 of Section 30, Township 19 South, Range 1 West, McPherson County, Kansas;

An undivided 1/32nd royalty interest in and to Lots 1 and 2 and the S/2 of the NE/4 of Section 4, Township 10 North, Range 9 East, Okfuskee County, Oklahoma;

An undivided 3/100ths royalty interest in and to the SE/4 of the NE/4 and the E/2 of the SE/4 of the NE/4 and the NW/4 of the SE/4 of Section 32, Township 9 North, Range 6 East, Seminole County, Oklahoma;

An undivided 1/20th royalty interest in and to the SW/4 of the SE/4 of Section 35, Township 9 North, Range 6 East, Seminole County, Oklahoma;

An undivided 1/16th royalty interest in and to the E/2 of the NW/4 of Section 30, Township 9 North, Range 6 East, Seminole County, Oklahoma;

An undivided 9/80ths royalty interest in and to the E/2 of the SE/4 of Section 22, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 37/240ths royalty interest in and to the NE/4 of the NE/4 of Section 23, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 1/10th royalty interest in and to the SW/4 of the SE/4 of Section 23, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 7/60ths royalty interest in and to the SE/4 of the SE/4 of Section 23, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 9/40ths royalty interest in and to the SE/4 of the NE/4 of Section 25, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 27/240ths royalty interest in and to the NE/4 of the SW/4 of Section 23, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 35/320ths royalty interest in and to the S/2 of the SE/4 of Section 23, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 1/8th royalty interest in and to the NW/4 of the SW/4 of Section 13, Township 7 North, Range 7 East, Seminole County, Oklahoma;

An undivided 1/8th royalty interest in and to the E/2 of the SE/4 of Section 7, Township 9 North, Range 5 East, Pottawatomie County, Oklahoma;

An undivided 5/18.21 royalty interest in and to the premises described as follows: Beginning at a point 951 feet west of the central corner of Section 19, Township 6 North, Range 4 East, of the Indian Meridian, thence west 775 feet to railroad right-of-way of C. R. I. & P. R. R., thence north $6\frac{1}{2}$ degrees west 600 feet, thence north 10 degrees east 200 feet, thence north $33\frac{1}{2}$ degrees east 200 feet, thence 57 degrees east 500 feet, thence north $38\frac{1}{2}$ degrees east 550 feet, thence south 1676 feet to the place of beginning, variation of needle $8\frac{1}{2}$ degrees east containing 18.21 acres more or less, all in section 19, Township 6 North, Range 4 East, Pottawatomie County, Oklahoma;

An undivided 1/80th royalty interest in and to the S/2 of the SW/4 of Section 20, Township Six (6) Range 4 East, Pottawatomie County, Oklahoma;

An undivided 1/14th royalty interest in and to the SE/4 of the SW/4 and Lot 7 of Section 6, Township 14 North, Range 10 East, Creek County, Oklahoma;

An undivided 1/16th royalty interest in and to the S/2 of the SW/4 of Section 27, Township 14 North, Range 10 East, Creek County, Oklahoma;

An undivided 1/16th royalty interest in and to the W/2 of the NW/4 of Section 10, Township 16 North, Range 10 East, Creek County, Oklahoma;

An undivided 1/16th royalty interest in and to the W/2 of the SW/4 of Section 14, Township 18, North, Range 10 East, Creek County, Oklahoma;

An undivided 1/16th royalty interest in and to the NE/4 of the SW/4 of Section 13, Township 15, North, Range 9 East, Creek County, Oklahoma;

An undivided 1/16th royalty interest in and to the W/2 of the SE/4 of the NE/4 and the SW/4 of the SE/4 of the NE/4 and the E/2 of the E/2 of the SW/4 of the NE/4 and the E/2 of the E/2 of the NW/4 of the SE/4 and W/2 of the NE/4 of the SE/4 and the W/2 of the E/2 of the NE/4 of the SE/4 and the E/2 of the E/2 of the SW/4 of the SE/4 and the W/2 of the SE/4 of the SE/4 and the W/2 of the E/2 of the SE/4 of the SE/4 and the NE/4 of the NE/4 of Section 11, Township 15 North, Range 10 East, Creek County, Oklahoma;

An undivided 1/16th royalty interest in and to the W/2 of the NE/4 of the SE/4 and the SE/4 of the NE/4 of the SE/4 and the NE/4 of the SE/4 of the SE/4 of Section 25, Township 1 South, Range 4 West, Stephens County, Oklahoma;

An undivided 1/8th royalty interest in and to the SW/4 of the SW/4 of Section 29, Township 14 North, Range 12 East, Okmulgee County, Oklahoma;

An undivided 1/4th royalty interest in and to the W/2 of the SW/4 of Section 25, Township 12 North, Range 19 East, Muskogee County, Oklahoma;

An undivided 1/6th royalty interest in and to the NE eighty acres in the form of a square of the E/2 of Section 9, Block 14, Texas & Pacific Ry. Co. land, Jones & Schackelford Counties, Texas;

An undivided 1/24th royalty interest in and to the NW/4 of Section 29, Township 9 North, Range 10 West, Cleburne County, Arkansas;

An undivided 1/24th royalty interest in and to the E/2 of the NE/4 of Section 30, Township 9 North, Range 10 West, Cleburne County, Arkansas;

An undivided 1/16th royalty interest in and to the SW/4 of the NE/4 and the E/2 of the SW/4 of Section 31, Township 31 South, Range 3 East, Cowley County, Kansas.

5 shares of preferred stock of Industrial Finance Corporation, evidenced by Certificate No. P902 and 5 shares of common stock of said company, represented by certificate No. 411.

410 shares of preferred stock of Petroleum Royalties Company of Oklahoma, evidenced by certificates Nos. Po2586 for 5 shares; P9069 for 100 shares; P9070 for 100 shares; P8924 for 100 shares; P7025 for 100 shares; P02655 for 2 shares and P02663 for 2 shares.

100 shares preferred stock of Monarch Royalty Corporation evidenced by certificate No. 27046.

100 shares of preferred stock of Imperial Royalties Company, an Express Trust, evidenced by certificate No. 28907.

20 shares of Class A common stock of Royalties Management Corporation, evidenced by temporary certificate No. TA0192.

10 shares of common stock of Investors Royalty Company, evidenced by certificate No. CA3851.

100 shares of preference shares in the capital stock of Second Standard Royalties Limited, evidenced by certificate No. 4491.

1 Lot of miscellaneous office furniture and equipment formerly located at suite 405 Atlas Life Building, and used by the Petroleum Royalties Company, Greer Investment Company, Oil Properties Company, and F. H. Greer, consisting of desks, chairs, filing cabinets, typewriters, check writers, adding machines, printing machines, addressographs, stencil cutting machine, and miscellaneous books, plats, documents and records now in possession of the receiver of Petroleum Royalties Company, a trust, save and except the following:

1 safe cabinet with combination lock; 1 office set consisting of Mahogany roll top desk, Mahogany flat top desk and glass, 1 swivel and 3 straight backed Mahogany chairs; book cases and contents; miscellaneous pictures; 1 plat book of township maps; 1 large wall map; 1 small roll top desk and chair to match; 1 small flat top desk (oak) stenographer; 1 large (dark oak) roll top desk with swivel chair to match; 1 large (light oak) roll top desk with swivel chair to match; 1 small flat top desk with glass; 1 check writer-not electric; 2 green floor rugs; 3 flat letter trays; 3 glass ink and pen racks; 1 set two sections plat slides; 1 typewriter and stand;

And the Court finds and adjudged and decrees that the aforesaid properties are impressed with a trust in favor of Petroleum Royalties Company, a trust estate, and shall be by the said respective defendants in whosoever's name the title to the same may stand, conveyed and assigned to Petroleum Royalties Company, a trust, or to the trustees thereof.

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that the defendants aforesaid shall forthwith execute and deliver to the said trustees of Petroleum Royalties Company, a trust, proper instruments of assignments and conveyances, and shall deliver to the trustees of the said Petroleum Royalties Company, a trust estate, the said instruments and possession of all the personal property, title to which is hereby divested out of said defendants and vested in the said trustees thereof.

and it appearing to the Court that the said defendants, or some of them, have claims for refund of Federal income taxes now being asserted by the United States against the said defendants, or some of them;

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that the said defendants shall assign and set over unto the said Petroleum Royalties Company, a trust, and the trustees thereof, any and all claims that they or any of them have or may have for any refund of said taxes now asserted or which may be asserted hereafter, and said Petroleum Royalties Company, a trust, shall assume all additional tax assessments which have been or may hereafter be levied against the Greer Investment Company and/or F. H. Greer for the years 1929, 1930, and 1931, by the United States Internal Revenue Department.

And the Court further finds that an audit has heretofore been made by accountants in behalf of the Petroleum Royalties Company, a trust, which audit determines a certain liability on the part of the Greer Investment Company and F. H. Greer to the Petroleum Royalties Company, a trust, and the Court orders, adjudges and decrees that the compromise settlement and the decree herein shall be and is a full settlement of any and all claims which the said Petroleum Royalties Company, a trust, has or may have against the said Greer Investment Company, Oil Properties Company, Harmonia Producing Company and against the former trustees of the Petroleum Royalties Company, a trust, as such trustees or as individuals.

And the Court further finds, orders, adjudges and decrees that the complainants and interveners herein take nothing as against the defendant J. A. Ruffer.

And the Court further finds, orders, adjudges and decrees that the complainants and interveners take nothing as against the defendant L. L. Greer, save and except the money received from oil and gas sold from certain royalties heretofore impounded by the order of this Court and now in the hands of Paul E. Taliaferro as receiver herein, amounting to approximately \$2,002.49, less the sum of \$500.00 thereof which said sum shall be paid to L. L. Greer by the receiver, and save and except the following described interests in and to the oil and gas royalties hereinafter specifically described, title to which is hereby vested in the Petroleum Royalties Company, a trust estate, the legal title to which now stands of record in the name of L. L. Greer, said interest and the descriptions thereof being in words and figures as follows, to-wit:

An undivided 5/240ths royalty interest in and to the S/2 of the NW/4 and the NW/4 of the NW/4 of Section 16, Township 16 North, Range 10 East, Creek County, Oklahoma;

An undivided 1/80th royalty interest in and to the SE/4 of the SW/4 of Section 19, Township 11 North, Range 11 East, Okfuskee County, Oklahoma;

An undivided 5/480ths royalty interest in and to the E/2 of the NW/4 of Section 17, Township 7 North, Range 4 East, Pottawatomie County, Oklahoma;

An undivided 1/160th royalty interest in and to the S/2 of the NW/4 of Section 1, Township 7 North, Range 4 East, Pottawatomie County, Oklahoma;

An undivided 3/320ths royalty interest in and to the SE/4 of the NW/4 of Section 16, Township 7 North, Range 4 East, Pottawatomie County, Oklahoma;

An undivided 1/160th royalty interest in and to the SE/4 of the SE/4 and the SE/4 of the SW/4 of Section 19, Township 6 North, Range 4 East, Pottawatomie County, Oklahoma;

An undivided 1/80th royalty interest in and to the E/2 of the NE/4 of Section 23, Township 6 North, Range 3 East, Pottawatomie County, Oklahoma;

An undivided 1/160th royalty interest in and to the SE/4 of the SE/4 of Section 23, Township 7 North, Range 4 East, Pottawatomie County, Oklahoma;

An undivided 1/80th royalty interest in and to the E/2 of the E/2 of the SW/4 of Section 17, Township 7 North, Range 4 East, Pottawatomie County, Oklahoma;

An undivided 1/320th royalty interest in and to the S/2 of the SE/4 of Section 20, Township 7 North, Range 5 East, Pottawatomie County, Oklahoma;

An undivided 5/142.80 royalty interest in and to the N E/4 of the SE/4 of Section 7 and Lot 7 of Section 8, All in Township 5 North, Range 8 East, Seminole County, Oklahoma;

An undivided 3/160ths royalty interest in and to the N E/4 of the NE/4 of Section 2, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 1/80th royalty interest in and to the SW/4 of the NE/4 of Section 6, Township 9 North, Range 6 East, Seminole County, Oklahoma;

An undivided 3/80ths royalty interest in and to the SE/4 of the SW/4 of Section 29, Township 6 North, Range 6 East, Seminole County, Oklahoma;

An undivided 1/160th royalty interest in and to the SE/4 of the SW/4 and the SW/4 of the SE/4 of section 20, Township 6 North, Range 6 East, Seminole County, Oklahoma;

An undivided 1/36.86 royalty interest in and to the N/2 of Lot 2, or the N/2 of the SW/4 of the NW/4 of Section 16, Township 6 North, Range 8 East, Seminole County, Oklahoma;

An undivided 9-400ths royalty interest in and to the S /4 of the SW/4 of Section 29, Township 6 North, Range 6 East, Seminole County, Oklahoma;

An undivided 1/60th royalty interest in and to the E/2 of the NW/4 and the NE/4 of the SW/4 of Section 23, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 1/80th royalty interest in and to the E/2 of the SW/4 of Section 31, Township 9 North, Range 6 East, Seminole County, Oklahoma;

An undivided 1/80th royalty interest in and to the N E/4 of the NW/4 of Section 32, Township 6 North, Range 6 East, Seminole County, Oklahoma;

An undivided 1/160th royalty interest in and to the SE/4 of the SE/4 of Section 24, Township 9 North, Range 5 East, Seminole County, Oklahoma;

An undivided 7/480ths royalty interest in and to the E/2 of the NE/4 and the SW/4 of the NW/4 of Section 25, Township 9 North, Range 5 East, Seminole County Oklahoma;

An undivided 1/70/16 royalty interest in and to the premises described as follows, to-wit: Said land being correctly described according to the field notes of L. B. Greenwell, ascertained by virtue of a survey made on the 29th day of January, 1930, and being described by notes and bounds in two tracts as follows: Field notes to two tracts of G. W. Carter Homestead of 179.54 acres out of the M. Daniel survey abstract No. 196 Van Wert County, Texas. Tract No. 1 of 15.87 acres out of the N. end of said tract beginning in the E. line of said tract 290.4 vrs. N. of the S. E. corner of said tract, thence S. 89-51 E. 980 vrs. a point in the E. line of said tract 950.4 vrs. N. -0-53 W. from the S. E. corner of said tract; thence with the said line N. -0-653 W. 94.6 vrs. an iron stake in the E. side of roadway; thence with a well marked line S. 89-46 E. 981 vrs. to the N. E. corner of said tract in road; thence S. 88.2 vrs. to the place of beginning. TRACT TWO: Of 3.67 acres beginning in the S. line of said tract S. 89-51 W. 1900.8 vrs. from the S. E. corner of said league, thence N. 950.4 vrs. for the N. E. corner in the S. line of 15.87 acres; thence S. 89-51 W. 88.6 vrs. for the corner in the fence line of E. line of said homestead price;

thence with the said line S-0-53 E. 950.4 vrs. to the S. W. corner of said tract, a rock a 4 J 8" brs. N. 80 E. 1 vrs.; thence N. 89-51 E. 14.4 vrs. to the place of beginning. Magnetic declination on 9-30E situated in the county of Van Zandt, State of Texas.

And it is further ordered, adjudged and decreed by the Court that any and all orders or injunctions heretofore issued against the purchaser of any oil and/or gas from the properties of the said L. L. Greer restraining payment for oil and/or gas run therefrom to her and any and all injunctions or restraining orders preventing her from selling, using and disposing of her property and collecting the proceeds thereof, be and the same are hereby dissolved and discharged.

It is further ordered, adjudged and decreed that any and all orders and decrees of this court heretofore entered impounding with Paul E. Taliaferro Receiver pendente lite of Petroleum Royalties Company, a Trust, the proceeds derived from the sale of oil and/or gas from the assets and properties of the Greer Investment Company, Oil Properties Company, Harmonia Producing Company, and L. L. Greer be, and the same hereby are vacated and set aside and that the title to any funds heretofore collected by the said Paul E. Taliaferro, Receiver pendente lite of Petroleum Royalties Company, a Trust, by reason of said orders is hereby vested in the Petroleum Royalties Company, a Trust, and the Trustees thereof, save and except the sum of \$500.00 decreed to be the property of L. L. Greer as aforesaid.

It is further ordered that all costs herein and to be taxed in the above entitled cause insofar as they may be taxed against the parties named in this decree, shall be borne and paid by the Petroleum Royalties Company, a Trust.

F. E. KERNAMER
Judge of the United States District Court for
the Northern District of Oklahoma.

Approved:

MOSS, BRECHENRIDGE & YOUNG
Attorneys for Complainants

H. G. McKEEVER
A. A. GIBSON
Attorneys for Defendants.

Greer Investment Company, Oil Properties Company,
Harmonia Producing Company, F. H. Greer, L. L.
Greer, and J. A. Suffer.

ENDORSED: Filed Oct 27 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until October 28, 1932.

Court convened pursuant to adjournment, Friday, October 28th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Garfield, Clerk, 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

St. Louis Union Trust Company, a corporation, Trustee,)	
	Plaintiff,)
	)	No. 717 Equity ✓
vs.)	
)	
T. E. Genet and Mary Belle Genet,	Defendants.)	

O R D E R

On this 28 day of October, 1932, this cause comes on to be heard on the Application of John E. Hays, Receiver herein and the Court having considered same and being sufficiently advised:

ORDERS AND DIRECTS the said John E. Hays, Receiver, to pay the sum of Ninety-eight Dollars and 02/100 (\$98.02) to Orr and Rust, Attorneys, in satisfaction and payment of Special Paving Assessments in street Improvement Districts Numbers 401 and 468, due September 1, 1932, upon the property involved herein, to-wit:

"All the North Half (N $\frac{1}{2}$) of Lot Two (2), in Block One Hundred Ninety-(190), of the original Town (now city) of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat (the original United States Government plat and survey) thereof, being a tract or parcel of land fronting fifty feet (50') on the western line of Boston Avenue by a depth westwardly between parallel lines of one hundred forty feet (140') to an alley twenty feet (20') wide;

F. E. KENNAMER
United States District Judge.

ENCLOSED: Filed Oct 28 1932
H. P. Garfield, Clerk
U. S. District Court

Court adjourned until October 29, 1932.

Court convened pursuant to adjournment, Saturday, October 29th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
W. P. Warfield, Clerk, U. S. District Court.

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

ERLE W. EBY,	Plaintiff,)
)
-vs-		) No. 581 - Equity.
)
MONARCH ROYALTY CORP. ET AL,	Defendants.)

Now on this 29th day of October, A. D. 1932, it is ordered by the court that hearing on claim of Internal Revenue Collector, in the above styled cause, be, and it is hereby taken under advisement.

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

DONALD D. BURCH,	Plaintiff,)
)
vs.		) No. 597 - EQUITY
)
BAKER OIL TOOLS, INC.,	Defendant.)

SUPPLEMENTAL DECREE

On this 29th day of October, 1932, the cause coming on to be heard upon the supplemental bill of complaint heretofore filed by plaintiff, and the answer of defendant thereto, and the parties appearing by their solicitors of record, and the court having considered the issues arising upon said supplemental bill of complaint and answer thereto upon the proofs taken on the hearing heretofore and upon the original bill of complaint and answer thereto, pursuant to stipulation of counsel, and upon evidence received upon this hearing, and being fully advised,

IT IS DECREED, ADJUDGED AND ORDERED, as follows:

1. That the supplemental bill of complaint of plaintiff herein and the prayers thereof be, and the same are hereby, granted, and defendant is hereby decreed, required, directed and ordered to account to plaintiff for royalties under license contract between plaintiff and defendant and upon the devices manufactured by it thereunder, all as is more particularly described, stated and required by the terms of the interlocutory decree herein entered under date of September 12th, 1932, as to all such devices so referred to and described by said decree of September 12th, 1932, manufactured and sold by defendant from date of filing of original bill of complaint herein, to-wit, December 12th, 1930, up to date of interlocutory decree herein, to-wit, September 12th, 1932. To which decree, judgment and order of the court defendant excepts and exception in its behalf thereto is hereby allowed.
2. That defendant is not required to account to plaintiff for royalties claimed to be due plaintiff under the terms of license contract between the parties from date of September 12th, 1932, onward, to which decree, judgment and order of the court the plaintiff excepts, and exception in his behalf is hereby allowed.
3. That accounting as herein directed be made by defendant to plaintiff in the manner, form and time as stated, directed and required in the interlocutory decree herein entered of date of September 12th, 1932. To which decree, judgment and order of the court defendant excepts and exception in its behalf thereto is hereby allowed.

4. That costs be fixed by final decree herein.

5. Request of defendant for findings of fact herein to be entered upon the matters considered and determined by interlocutory decree of September 12th, 1932, is hereby denied, to which action and ruling of the court defendant excepts, and exception in its behalf is hereby allowed.

F. E. KEMMNER
District Judge

ENCLOSED: Filed Nov 1 1932
H. P. Garfield, Clerk
U. S. District Court JMR

LOUIS F. HANSMAN,	Plaintiff,)
-vs-)
		) No. 796 - Equity. ✓
OKLAHOMA GAS CO. ET AL,	Defendants.)

Now on this 29th day of October, A. D. 1932, it is ordered by the Court that Motion of Defendants to dismiss be, and it is hereby sustained. Given Ten (10) days to amend herein.

Court adjourned until October 31, 1932.

Court convened pursuant to adjournment, Monday, October 31, 1932.

Present: Hon. F. E. Kemmner, Judge, U. S. District Court.
H. P. Garfield, Clerk, U. S. District Court.

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

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

ST. LOUIS UNION TRUST COMPANY, a corporation, et al.,	Plaintiff,)
-vs-)
		) No. 717 In Equity. ✓
F. W. SMITH and W. F. SMITH & CO.,	Defendants.)

ORDER AND DECREE APPOINTING SPECIAL MASTER
TO TAKE EVIDENCE, DISCOVERING CLEAR TO BEAD ORDER
ON THE BEHALF OF THE COURT.

That on this 31st day of October, A. D. 1932, this cause comes on for hearing and the application of plaintiff, St. Louis Union Trust Company, a corporation, trustee, accompanied by its verified bill of costs, for an order and decree appointing special master, to take evidence and report to the sale of the property described in the decree of fore-

That the correct name of the defendant who has been served and filed his answer in this cause is V. E. George, and upon application of the plaintiff to amend his complaint filed herein by interlineation to show the defendant's correct initials to be "V. E.", instead of "E. E." George, it is ordered by the court that the correction be made by interlineation and that this cause proceed against the defendant V. E. George.

The court further finds that the trust represented by the plaintiff in this cause is the owner of the lands and properties described in plaintiff's complaint filed herein and that the defendant does not have any valid or enforceable lease or contract for the lease on said premises and is not entitled to the possession of said premises and has no right to collect or receive the rents and profits from said lands for the year 1932, although he has collected certain rentals for the year 1932 for which he should account to the plaintiff; and that the court has heard all of the evidence and testimony and that this hearing is considered as a hearing upon the merits, and that based upon all of the evidence, the plaintiff is entitled to an injunction against the defendant, as prayed for in plaintiff's complaint filed herein.

IT IS HEREBY ORDERED, adjudged and decreed by the court that the defendant, his agents and employees, he and they, and each of them, hereby are restrained from in anywise interfering with the plaintiff in his management, control and possession of the following described lands, premises and property, situated in Tulsa County, Oklahoma, to-wit:

The S $\frac{1}{2}$ of the NW $\frac{1}{4}$ less 25 Feet off of the East side of same and Lot 2 less Atchison, Topeka and Santa Fe railroad right-of-way, all in Section 30, Township 21 North, Range 14 East, also Lot 3 less Atchison, Topeka and Santa Fe railroad right-of-way, and Lot 4 of Section 30, Township 21 North, Range 14 East, also S $\frac{1}{2}$ of the S $\frac{1}{2}$ of section 25, Township 21 North, Range 13 East, containing 240 acres, more or less, also all of Block 1 less 25 feet off of the East side and also all of Block 2, 3, 4, 5, 6 and N $\frac{1}{2}$ of Block 7 and 8, all of Blocks 23, 21, 19, 15, 14, 13, 16, 17 and 18, and all of Block 20 except the West 200 feet of the same, said lots and blocks being in Greenlee's addition to the town of Wasso, Tulsa County, Oklahoma;

and that the defendant, his agents and employees, he and they hereby are restrained and enjoined from collecting or attempting to collect or receiving any of the rents and profits accruing from said lands for the year 1932 on account of crops planted, grown and harvested thereon during the year 1932, and on account of other income that may be obtained for the use and occupancy of said lands and premises, or any part thereof, during the year 1932, and that the defendant his agents and employees he and they hereby are restrained and enjoined from interfering with the plaintiff in the collection and receipt of such rents, profits and income from said lands for the year 1932, or in anywise interfering with the plaintiff in the ownership, management, operation and control of said lands and premises by the plaintiff, his agents, employees or lessees of said premises.

IT IS FURTHER ORDERED, adjudged and decreed by the court that the defendant account to the plaintiff for and pay over to the plaintiff any and all rentals, collections and receipts obtained by him for the use and occupancy of said lands for the year 1932 by himself or others who have actually occupied or used said lands, or portions thereof.

V. E. GEORGE

O.K. LAW. E. SUHARE
Attorney for Plaintiff

O.K. _____
Attorney for Defendant

W. O. G. Filed Oct 31 1932
H. P. Farfield, Clerk
U. S. District Court

Court adjourned until November 1, 1932.

Court convened pursuant to adjournment, Tuesday, November 1, 1932.

Present: Hon. J. W. Kennamer, Judge, U. S. Dist. Court.
W. P. Farfield, Clerk, U. S. District Court.

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

IN SENIOR JUDICIAL COURT OF THE UNITED STATES FOR THE DISTRICT OF OKLAHOMA.

JAMES WASKELL RICHMOND,)
PLAINTIFF,)
)
vs.) No. 621 Equity.
)
THE SAPULPA FUEL COMPANY, et al,)
DEFENDANTS.)

DECISION ON EXCEPTIONS TO OWNERSHIP OF BONDS AND COUPONS

On this first day of October, 1932, this cause came on for hearing upon the exceptions of G. E. Heskett, a bondholder of the Sapulpa Fuel Company, to the allowance of certain claims of ownership of bonds and detached coupons of the Sapulpa Fuel Company, evidenced by claims and petitions in intervention filed in this cause, the said G. E. Heskett appearing by his attorney, Harry O. Glasser, and the said claimants appearing by attorneys as follows:

Claimants Willis B. Miller, Warren L. Derbig, and the First National Bank & Trust Company of Oklahoma City, Oklahoma, by Stephen Chandler and Troy Shelton, attorneys;

Delia L. Post by Enos Hook and Hal H. Black, attorneys;

William Stoll by Enos Hook and John Madden, Jr., attorneys;

James B. Hourse, trustee in bankruptcy of the General Utilities Company, by Clyde W. Hudson, attorney;

Lulu Harrison by F. A. Bodovitz, attorney.

The claimant, William Stoll, moves the court for permission to amend his claim herein filed, by the correction of the numbers of the bonds listed by him and permission is granted such claimant by the court to make such amendment instanter.

The claimant, James B. Hourse, trustee, moves the court for permission to amend his claim herein filed, by adding thereto a claim for ten thousand dollars (\$10,000.00) additional bonds, being the bonds claims by William Stoll, and permission is granted such claimant by the court to make such amendment instanter.

Abner L. Taylor, Special Master herein, reports to the court that G. E. Keihl has, since the filing of the Special Master's report herein, filed with such Special Master a verified claim of ownership of bonds in the amount of three thousand five hundred dollars (\$3,500.00), and after he had such report the court regarding the filing of such claim with the Special Master out of time, the said G. E. Heskett, objecting bondholder herein, asked leave of the court to file the same objection to the allowance of said claim of G. E. Keihl as filed against the allowance of the claim of Willis B. Miller, and it is ordered by the court that the claim of the said G. E. Keihl shall be heard and considered at this hearing upon said objections.

And the court proceeded to hear the evidence and arguments of counsel on all of the claims to which exceptions to the allowance thereof had been filed, and after hearing evidence on the part of said said G. E. Heskett on his exceptions and on the part of the claimants in support of their claims, and the argument of counsel, the court took under advisement his decision on said various claims and the exceptions thereto.

And now, on this 1 day of November, 1932, the court being well and sufficiently advised in the premises, finds as follows:

1. The court finds that Willis E. Miller is the valid owner and holders of bonds numbered 349, 350, 365, 372, 378, 379, 380 and 381 of the Sapulpa Fuel Company, in the aggregate principal amount of three thousand dollars (\$3,000.00).
2. The court finds that Warren E. Herbig is the valid owner and holder of bond numbered 159 of the Sapulpa Fuel Company, in the principal sum of one thousand dollars (\$1,000.00).
3. The court finds that Emma Dean is the valid owner and holder of bonds numbered 90, 95, 119, 120 of the Sapulpa Fuel Company, in the aggregate principal amount of three thousand dollars (\$3,000.00).
4. The court finds that B. P. Brunnett is the valid owner and holder of bonds numbered 434, 512, 516 and 519 of the Sapulpa Fuel Company, in the aggregate principal amount of two thousand dollars (\$2,000.00).
5. The court finds that Benjamin F. Conklin is the valid owner and holder of bonds numbered 135, 232 and 233 of the Sapulpa Fuel Company, in the aggregate principal amount of seven hundred dollars (\$700.00).
6. The court finds that Fred Springer is the valid owner and holder of bonds numbered 73, 74 and 55 of the Sapulpa Fuel Company, in the aggregate principal amount of three hundred dollars (\$300.00).
7. The court finds that Roy Yeager is the valid owner and holder of bonds numbered 527, 528, 529 and 530 of the Sapulpa Fuel Company, in the aggregate principal amount of four hundred dollars (\$400.00).
8. The court finds that Delia L. Post is the valid owner and holder of bonds numbered 157, 313, 195, 117, 137 and 138 of the Sapulpa Fuel Company, in the aggregate principal amount of three thousand two hundred dollars (\$3,200.00).
9. The court finds that S. B. Daniel, receiver for the Standard Oil & Refining Company, is the valid owner and holder of bonds numbered 337, 339, 404, 346, 345, 436 of the Sapulpa Fuel Company, in the aggregate principal amount of five thousand five hundred dollars (\$5,500.00). No such finding of the court the bondholder, G. A. Heskett, excepts and exception allowed.
10. The court finds that the First National Bank - Trust Company of Oklahoma City Oklahoma, is the valid owner and holder of bonds numbered 376, 385, 433, 435, 330 and 406 of the Sapulpa Fuel Company, in the aggregate principal amount of four thousand dollars (\$4,000.00).
11. The court finds that William Stoll is the valid owner and holder of bonds numbered 235, 236, 186, 121, 445, 241, 314, 412, 490, 491 and 492 of the Sapulpa Fuel Company, in the aggregate principal amount of ten thousand dollars (\$10,000.00).
12. The court finds that Galusha Wilbur is the valid owner and holder of bonds numbered 23, 471, 163, 160, 103, 100, 272, 102 and 271 of the Sapulpa Fuel Company, in the aggregate principal amount of nine thousand dollars (\$9,000.00). No such finding of the court the bondholder, G. A. Heskett, excepts and exception allowed.
13. The court finds that Lulu Harrison is the valid owner and holder of bonds numbered 115 and 116 of the Sapulpa Fuel Company in the aggregate principal amount of two thousand dollars (\$2,000.00).

14. The court finds that Mrs. William L. Miller is the valid owner and holder of bonds numbered 10, 20, 25, 33, 99, 112, 113, 114 and 53 of the Sapulpa Fuel Company, in the aggregate principal amount of eight thousand five hundred dollars (\$8,500.00).

15. The court finds that James B. Hourse, trustee in bankruptcy of the General Utilities Company, Bankrupt, is the valid owner and holder of bonds numbered 220, 221, 222, 227, 228, 229, 297, 298, 299, 300, 468, 531, 532, 533, 534, 536, 537, 538, 540, 541, 542, 543, 41, 42, 43, 51, 58, 214, 275, 351, 429, 432, 507, 511, 513, 514, 518, 27, 32, 239, 411, 505 and 506 of the Sapulpa Fuel Company, in the aggregate principal amount of fifteen thousand seven hundred dollars (\$15,700.00). To such finding of the court the bondholder, H. E. Heskett, excepts and exception allowed.

16. The court finds that C. E. Keihl is the valid owner and holder of bonds numbered 28, 21, 57, 123 and 203, of the Sapulpa Fuel Company, in the aggregate principal amount of three thousand five hundred dollars (\$3,500.00).

17. The court further finds that the claims herein made on behalf of Central Bond & Share Company, in the amount of eight hundred eighty-five dollars (\$885.00), the Union National Bank of Wichita, Kansas, in the amount of nine hundred forty-five dollars (\$945.00), and Mrs. William L. Miller, in the amount of four hundred two and 50/100 dollars (\$402.50) for unpaid interest coupons on bonds of the Sapulpa Fuel Company, should be each and all denied.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the following named persons be and they hereby are the valid owners and holders of bonds of the Sapulpa Fuel Company, as follows:

Willis L. Miller (Bonds as hereinabove described) in the principal amount of	3,000.00
Warren L. Herbig (Bonds as hereinabove described) in the principal amount of	1,000.00
Erna Dean (Bonds as hereinabove described) in the principal amount of	3,000.00
B. P. Brummett (Bonds as hereinabove described) in the principal amount of	2,000.00
Benjamin F. Conklin (Bonds as hereinabove described) in the principal amount of	700.00
Fred Springer (Bonds as hereinabove described) in the principal amount of	350.00
Roy Yeager (Bonds as hereinabove described) in the principal amount of	400.00
Delia L. Foot (Bonds as hereinabove described) in the principal amount of	3,200.00
D. B. Daniel, receiver for the Standard Oil & Refining Company (Bonds as hereinabove described) in the principal amount of	5,500.00
First National Bank & Trust Company of Oklahoma City, Okla- homa, (Bonds as hereinabove described) in the principal amount of	4,400.00
William Stoll (Bonds as hereinabove described) in the principal amount of	10,000.00

Galusha Wilbur (Bonds as hereinabove described) in the principal amount of	9,000.00
Lulu Harrison (Bonds as hereinabove described) in the principal amount of	2,000.00
Mrs. William L. Miller (Bonds as hereinabove described) in the principal amount of	8,500.00
James B. Hourse, trustee in bankruptcy of the General Utilities Company (Bonds as hereinabove described) in the principal amount of	15,700.00
G. E. Keihl (Bonds as hereinabove described) in the principal amount of	3,500.00

To that part of the above judgment of the court ordering, adjudging and decreeing that S. B. Daniel, receiver for the Standard Oil Refining Company, is the valid owner and holder of bonds of the Sapulpa Fuel Company in the principal amount of Five Thousand Five Hundred Dollars (\$5,500.00), bondholder G. E. Heskett excepts and exception is allowed.

To that part of the above judgment of the court ordering, adjudging and decreeing that Galusha Wilbur is the valid owner and holder of bonds of the Sapulpa Fuel Company in the principal amount of Nine Thousand Dollars (\$9,000.00), bondholder G. E. Heskett excepts and exception is allowed.

To that part of the above judgment of the court ordering, adjudging and decreeing that James B. Hourse, trustee in bankruptcy of the General Utilities Company, is the valid owner and holder of bonds of the Sapulpa Fuel Company in the principal amount of Fifteen Thousand Seven Hundred Dollars (\$15,700.00), bondholder G. E. Heskett excepts and exception is allowed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT, that the claims of the following named persons and in the following amounts, claimants on account of ownership of unpaid coupons from bonds of the Sapulpa Fuel Company, be and they hereby are disallowed;

Central Bond & Share Company, in the amount of	1,885.00
Union National Bank of Wichita, Kansas, in the amount of	945.00
Mrs. William L. Miller, in the amount of	402.50

J. E. HASKETT
Judge

RECORDED: filed Nov 1 1932
W. F. Warfield, Clerk
U. S. District Court

Not to be used until November 2, 1932.

Court convened pursuant to adjournment, Wednesday, November 2, 1932.

Present: Hon. F. M. Pennamer, Judge, U. S. District Court.
E. P. Garfield, Clerk, 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.

Monarch Royalty Corporation, a corporation, by and through James A. Harris, as receiver,)	
)	
	)	Complainant,
)	
vs.	)	No. 591 Equity. ✓
)	
Monarch Royalty Corporation of Oklahoma, a corporation, et al.,)	
)	
	)	Defendants.

D E C R E E

This cause coming on to be heard this 1st day of November, 1932, upon the application of the defendant Petroleum Royalties Company, an express trust, to overrule the objections heretofore filed by the complainants to the Special Master's Report heretofore filed herein insofar as the same pertains to the defendant Petroleum Royalties Company, an express trust, and thereupon upon consideration thereof it was ordered, adjudged and decreed as follows:

That the complainant herein take notice as to the defendant Petroleum Royalties Company, an express trust; that the defendant Petroleum Royalties Company, an express trust is the legal owner in possession of the premises described as follows, to-wit:

- 1/1600 Int. of Gross, Sulhoke Lease, NE 1/4 NE 1/4 & SE 1/4 SW 1/4 14-7-6, Seminole County, Oklahoma.
- 1/64 Int. of Gross, Bruce Lease, NE 1/4 NW 1/4 10-17N-9E, Creek County, Oklahoma.
- 3/1024 Int. of Gross, Thomas Lease, NE 1/4 SW 1/4 15-25N-2E, Kay County, Oklahoma.
- 1/16 Int. of Gross, Salinda Lease, SE 1/4 NW 1/4 SW 1/4 31-8-8, Seminole County, Oklahoma.
- 54/7680 Int. of Gross, Rechtel Lease, Part of NE 1/4 SW 1/4 5-24N-1W, Kay County, Oklahoma.
- 1/512 Int. of Gross, Carmichael Lease, NE 1/4 S-24N-1W, Noble County, Oklahoma.
- 1/128 Int. of Gross, Calvary Lease #1 NE 1/4 SW 1/4 & NE 1/4 NW 1/4 SW 1/4 2-2S-3W Carter County, Oklahoma.
- 1/128 Int. of Gross, Calvary Lease #2, SW 1/4 SW 1/4 & SE 1/4 NW 1/4 SW 1/4 2-2S-3W, Carter County, Oklahoma.
- 1/1280 Int. of Gross, Shauber Lease, NE 1/4 S-24N-1W Noble County, Oklahoma.
- 1/1872 Int. of Gross, Blubaugh Lease, SW 1/4 2-24N-1W, Noble County, Oklahoma.
- 1/96 Int. of Gross, Finch Lease, NE 1/4 NW 1/4 SE 1/4 22-5N-5E, Grady County, Oklahoma.
- 1/32 Int. of Gross, McAllester Lease, SW 1/4 SW 1/4 1-8N-5E Pikes, County, Oklahoma.
- 1/64 Int. of Gross, Parker Lease, NE 1/4 SW 1/4 S2-8N-8E, Seminole County, Oklahoma.

- 17/3840 Int. of Gross, Hence Lease, NW $\frac{1}{4}$ 11-24N-17, Noble County, Oklahoma.
- 25/5712 Int. of Gross, U. B. Hyde Lease, Lot 7 of 8-5N-8E and NE $\frac{1}{4}$ SE $\frac{1}{4}$ 7-5N-8E, Seminole and Hughes Counties, Oklahoma.
- 1/384 Int. of Gross, N $\frac{1}{2}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ NW $\frac{1}{4}$, Fay Lease, 13-8-6, Seminole County, Oklahoma.
- 16/640 Int. of Gross, Case Lease, E $\frac{1}{2}$ SW $\frac{1}{4}$ 4-27N-1W Kay County, Oklahoma.
- 1/128 Int. of Gross, T. J. Baker Lease, SE $\frac{1}{4}$ SE $\frac{1}{4}$ 10-8-6, Seminole County, Oklahoma.
- 1/128 Int. of Gross, Baker Lease, SW $\frac{1}{4}$ SE $\frac{1}{4}$ 10-8-6, Seminole County, Oklahoma.
- 1/128 Int. of Gross, Coachman Lease, W $\frac{1}{2}$ NE $\frac{1}{4}$ 20-17N-7E, Creek County, Oklahoma.
- 3/256 Int. of Gross, Dickison "A" Lease, N $\frac{1}{2}$ SE $\frac{1}{4}$ 17-29N-1E, Kay County, Oklahoma.
- 3/256 Int. of Gross, Dickison "B" Lease, S $\frac{1}{2}$ SE $\frac{1}{4}$ 17-29N-1E, Kay County, Oklahoma.
- 1/128 Int. of Gross, Lottie Lease, NW $\frac{1}{4}$ NW $\frac{1}{4}$ 6-9-6, Seminole County, Oklahoma.
- 1/128 Int. of Gross, Kelly "A" Lease, NW $\frac{1}{4}$ NE $\frac{1}{4}$ 2-7N-4E, Pottawatomie County, Oklahoma.
- 1/304 Int. of Gross, Hollman Lease, part of SE $\frac{1}{4}$ 25-11N-3W, Oklahoma County, Oklahoma.
- 1/64 Int. of Gross, N. 53A. of N $\frac{1}{2}$ NE $\frac{1}{4}$ 25-22S-12E, Greenwood County, Kansas.
- 3/640 Int. of Gross, Miles Lease, W $\frac{1}{2}$ NE $\frac{1}{4}$ 25-31S-2E, Sumner County, Kansas.
- 1/32 Int. of Gross, Russell Lease, N $\frac{1}{2}$ SW $\frac{1}{4}$ 17-12S-15W, Russell County, Kansas.
- 7/64 Int. of Gross, Swartz Lease, W. 59 A. of E $\frac{1}{2}$ SW $\frac{1}{4}$ 14-16N-24E, Miami County, Kansas.
- 1/64 Int. of Gross, Bradford Lease, Part of NW $\frac{1}{4}$ NW $\frac{1}{4}$ 8-16S-15W, Union County, Arkansas.
- 3/64 Int. of Gross, Laney Lease, N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ 31-15S-15W Ouachita County, Arkansas.
- 5/128 Int. of Gross, Lawton "A" Lease, N $\frac{1}{2}$ S $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ 10-16S-15W, Union County, Arkansas.
- 3/128 Int. of Gross, Lawton "C" Lease, S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ 10-16S-15W, Union County, Arkansas.
- 3/128 Int. of Gross, Lawton "B" Lease, NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ 10-16S-15W, Union County, Arkansas.
- 5/768 Int. of Gross, Joyce Lease, E $\frac{1}{2}$ NE $\frac{1}{4}$ 33-15S-15W, Gasconade County, Arkansas.
- 1/256 Int. of Gross, N $\frac{1}{2}$ S $\frac{1}{4}$ 33-16N-9E, Vaughn Lease, Creek County, Oklahoma.
- 1/160 Int. of Gross, Clubb Lease, E $\frac{1}{2}$ SW $\frac{1}{4}$ 9-27N-5E, Kay County, Oklahoma.

That the title and possession of the defendant Petroleum Royalties Company, an express trust, in and to the foressaid premises formerly owned by the complainant Monarch Royalty Corporation, a corporation, be and the same is hereby forever settled and quieted in the said defendant Petroleum Royalties Company, an express trust, as against all claims or demands by the said complainant Monarch Royalty Corporation, a corporation, and those claiming or to claim under it.

It is further ordered, adjudged and decreed that the said complainant Monarch Royalty Corporation, a corporation, and those claiming through, by or under it be and they are hereby perpetually enjoined and forbidden to claim any right, title, interest or estate in or to said premises, real or adverse to the possession and title of the defendant Petroleum Royalties Company, an express trust; and said complainant Monarch Royalty Corporation, a corporation, and those claiming under it are hereby perpetually forbidden and enjoined from commencing any suit to disturb the said defendant Petroleum Royalties Company, an express trust, in its said possession and title to said premises, from setting up any claim or interest adverse to the title of the defendant Petroleum Royalties Company, an express trust, and from disturbing said defendant Petroleum Royalties Company, an express trust, in its peaceful and quiet enjoyment of said aforescribed premises.

J. E. HICKMAN
Judge of the United States District Court

OK as to Form
WILLIAM ADAMS, receiver.

FILED: Filed Nov 2 1932
H. S. Garfield, Clerk
U. S. District Court

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

H. S. COOK, et al., Complainants,
vs. No. 603 Equity.
Greer Investment Company, et al., Defendants.

O R D E R

This cause coming on to be heard this 2nd day of November, A. D. 1932, upon application of COOK, HENRIETTA & CO., as attorneys for Paul M. Galiaferro, Receiver Pendente Lite of Petroleum Royalties Company for allowance of temporary attorneys' fees, and the court having considered said application and being fully advised in the premises, is of the opinion that said application should be granted.

It is, therefore, ordered and adjudged that Paul M. Galiaferro, Receiver pendente Lite of Petroleum Royalties Company, be and the same hereby is authorized and directed to pay out of the funds now available to him, Breckinridge Long, the sum of \$2500.00) as attorneys fees, said allowance, together with all former allowances to apply on any final allowance to said attorneys to be rendered herein as attorneys' fees for services rendered to said receiver.

J. E. HICKMAN
United States District Court.

FILED: Filed Nov 2 1932
H. S. Garfield, Clerk
U. S. District Court

IN RE RECEIVERSHIP OF THE ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
DISTRICT OF COLUMBIA

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,
Plaintiff,)
-against-)
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,
Defendant.)

In Equity No. 801 ✓

O R D E R

On reading and considering the verified ancillary bill of complaint and the answer thereto filed in this cause as to the appointment of ancillary receivers of the property and assets of the defendant St. Louis-San Francisco Railway Company (hereinafter called the "Railway Company") within the jurisdiction of this court, as prayed for in said ancillary bill of complaint, and in conformity therewith by an order dated Nov 1st, 1932, of the Honorable U. S. Judge, Judge of the District Court of the United States for the Eastern District of Missouri, in the Eastern Division thereof, the court of primary jurisdiction herein, an order was made appointing James M. Murn, receiver, of the property and assets of the Railway Company, and that said person should give bond in the sum of fifty thousand dollars (\$50,000.00), as required by said order of appointment, and on motion of counsel for the plaintiff, and the railway company appearing by its counsel and consenting to the entry of this order, the due deliberation being had,

IT IS ORDERED, ADJUDGED AND DECREED:

(1) The order of the District Court of the United States for the Eastern District of Missouri, Eastern Division, entered on Nov 1st, 1932, in a certain cause therein pending between the parties hereto, a copy of which order is made a part of the bill of complaint filed herein, is in all respects confirmed, and the jurisdiction and jurisdiction of said District Court of the United States for the Eastern District of Missouri, Eastern Division, as the court of primary jurisdiction, administration and of principal decree is recognized and confirmed.

(2) In said order of said receivership ordered in said court of primary jurisdiction, said James M. Murn, is appointed receiver of all and singular the railroads, rolling stock, franchises, business, rights and property, real, personal and mixed, belonging to the Railway Company and situated within the jurisdiction of this court, and of other District Courts of this Judicial Circuit, whether sold by the Railway Company in its own name or for its benefit by trustees, agents or others, together with all the tolls, earnings, income, rents, issues and profits thereof, with like powers, jurisdiction and control with those mentioned and described in the order made in said court of primary jurisdiction and with full authority without further order of this court, to execute, abide by and conform to all orders and decrees of said court of primary jurisdiction.

(3) All persons, firms and corporations having in their possession any of the property and premises of which said receiver is hereby appointed, including all property of which the railway company is or may become the beneficial owner, whether held by it or by other persons, firms or corporations as trustees, agents or otherwise, shall forthwith deliver such property and premises to said receiver, and each and every of the officers, directors, agents, and employees of the railway company is hereby required and commanded forthwith to turn over and deliver to said receiver or his duly constituted representatives and the all books of account, vouchers and papers, deeds, leases, contracts, bills, notes, stamps, bonds and other securities, accounts, papers, or other property in his or their hands or under his or their control belonging to or in the possession of the railway company or of which it is or may become entitled, and each and every of the officers, directors, agents and employees is hereby commanded and directed to abide by and conform to such orders as he or she may receive or give by said receiver or his duly constituted representatives in continuing the operation of said property and in the discharge of his or her duties as such receiver.

(4) The railway company, its officers, directors, agents, attorneys and employees and all persons claiming to act by virtue of or under it, and all other persons, firms and corporations whatsoever and wheresoever situated, located or domiciled, are hereby restrained and enjoined from interfering with, attaching, levying upon or in any manner whatsoever disturbing any portion of the assets, moneys, railroads, property and premises of which said receiver is hereby appointed or from taking possession of, or in any way interfering with, the same or any part thereof or from interfering in any manner to prevent the discharge by said receiver of his duties in the operation of said property and premises under the orders of the Court of primary jurisdiction or of this Court.

(5) All claims and demands against the railway Company shall be presented to said receiver within three months from the date hereof. Said receiver shall give public notice accordingly by publication once in each of two successive calendar weeks, upon any days in the week, in a newspaper published in the city of St. Louis and in a newspaper published in the City of Kansas City, both in the State of Missouri, in a newspaper published in the City of Birmingham, State of Alabama, in a newspaper published in the City of Memphis, State of Tennessee in a newspaper published in the city of Oklahoma City, State of Oklahoma, and in a newspaper published in the city of New York, State of New York, of the time within which, the place where and the manner in which such claims and demands shall be so presented.

All persons failing to present their claims or demands against the railway company to said receivers within said period of three months, shall be barred from sharing in the benefits of the distribution of the moneys and proceeds of the properties of the railway company that now are or hereafter shall be in the hands of said receiver, and from sharing or participating in the distribution of any of the proceeds arising from the sale of said properties if such sale shall be hereafter adjudged and decreed in this cause. All claims and demands which are allowed by said receivers shall, unless the Court shall hereinafter otherwise determine, be deemed to have been proved, but all claims and demands not allowed by said receiver shall be proved before a special master hereafter to be appointed pursuant to such orders and directions in respect thereof as may hereafter be made by the Court. Nothing herein contained shall be deemed to prevent any claimant from prosecuting his claim by suit or action in any court of competent jurisdiction against the railway company whether such suit thereon has been heretofore or shall hereafter be instituted, provided, however, that no claim or demand shall be entitled to share in any distribution of any of the proceeds arising from the operation or sale of any of the properties of the railway company unless presented to said receiver as hereinabove required; and provided further that the Court reserves the right at any time to fix a reasonable time in which all disputed claims and demands which have been presented to said receivers as herein required shall be finally proved before a special master.

Nothing herein contained shall be construed as requiring holders of the bonds and other obligations set out in Schedule A to the bill of complaint filed in the Court of primary jurisdiction, or the trustees of the instruments under which said bonds and obligations are issued, to present their claims in respect of such bonds and obligations to said receiver as hereinabove provided, but the Court reserves the right hereafter to fix the time in which such claims shall be presented and proved.

Dated Nov. 2, 1932.

F. M. Anfield
District Judge.

Filed _____, 1932

Attest: Filed Nov 2 1932
F. M. Anfield, Clerk
U. S. District Court

Court adjourned until November 8, 1932.

Court convened pursuant to adjournment, Thursday, November 3, 1938.

Present: Hon. F. H. Kennamer, Judge, U. S. Dist. Court.
H. P. Garfield, Clerk, U. S. District Court.

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

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

ERLE W. JAY,	Complainant,)	
)	
vs.)	
)	
MONARCH ROYALTY CORPORATION, et al,	Defendants.	)	No. 581 Equity ✓
)	
JAMES A. HARRIS,	Receiver,)	
)	
GEORGE W. BURRER,	Claimant,)	
	Claim No. 14.)	

O R D E R

On this date, upon application of the appellant, for good cause shown,

IT IS ORDERED that the return date of the citation on appeal signed by the court in the above entitled case, be and the same is hereby extended for a period of 20 days from this date.

IT IS FURTHER ORDERED that the time for settling and filing statement of evidence and for preparing and filing the transcript of the record for appeal in this cause is hereby extended for a period of 20 days from this date.

DATED this 3rd day of November, 1938.

F. H. KENNAMER
Judge.

TESTED: Filed Nov 3 1938
H. P. Garfield, Clerk
U. S. District Court

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

MONARCH ROYALTY CORPORATION, a corporation, suing by and through JAMES A. HARRIS, Receiver,	Complainants,)	
)	
vs.		)	No. 590 Equity ✓
)	
WYLER COMPANY, a corporation, et al,	Defendants.)	

O R D E R

On this date, upon application of the appellant, for good cause shown,

IT IS ORDERED that the return date of the citation on appeal signed by the court in the above entitled case, be and the same is hereby extended for a period of 20 days from this date.

IT IS HEREBY ORDERED that the time for settling and filing statement of evidence and for preparing and filing the transcript of the record for appeal in this cause is hereby extended for a period of 20 days from this date.

DATED this 3rd day of November, 1932.

F. H. KENNAMER
Judge.

ENDORSED: Filed Nov 3 1932
H. P. Garfield, Clerk
U. S. District Court

Court adjourned until November 4, 1932.

EQUITY SESSION

TULSA, OKLAHOMA

FRIDAY, NOVEMBER 4, 1932

Court convened pursuant to adjournment, Friday, November 4, 1932.

Present: Hon. F. H. Kennamer, Judge, U. S. Dist. Court.
H. P. Garfield, Clerk, U. S. District Court.

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

IN RE: ORDER OF THE UNITED STATES FOR THE NORTHERN DISTRICT
OF OKLAHOMA.

ASHELL REICHARDSON,

Plaintiff,)

vs.)

No. 621 Equity ✓

MEMPHIS FUEL COMPANY, a cor-
poration, et al,

Defendants.)

O R D E R

Now, on this 4 day of November, 1932, above matter comes on to be heard on the application of B. F. Brummett for leave of court to file herein his application to set aside confirmation of sale, and the court being advised in the premises finds that the said B. F. Brummett should be allowed to file such application, and that copies thereof be served with reasonable dispatch on the bondholders committee herein.

F. H. KENNAMER
United States District Judge.

FILED: Filed Nov 4 1932
H. P. Garfield, Clerk
U. S. District Court

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

JAMES HASKELL BROOKS II,)
Plaintiff,)
)
vs.)
) No. 621 Equity ✓
THE SAPULPA GAS COMPANY, a corpora-)
tion, THE SAPULPA GAS COMPANY, a cor-)
poration, et al,)
Defendants.)

ORDER ALLOWING CLAIMS AGAINST SAPULPA
GAS COMPANY.

This cause came on for hearing on June 28, 1932, upon the report on claims against defendant, Sapulpa Gas Company, made herein by Eben L. Taylor, receiver, and upon the objections to such claims herein filed by said receiver.

And upon consideration of said report, the court finds that the time heretofore fixed by order of this court for the filing of the claims with said receiver against defendant, Sapulpa Gas Company, expired on May 14, 1932, and that within the time fixed by said order for the filing of such claims, the following claims and no others were filed with said receiver, to-wit:

NO. OF CLAIM.	CLAIMANT	ADDRESS	AMOUNT OF CLAIM
1	Pittsburgh Equitable Meter Company,	400 Lexington Ave., Homewood, Pittsburgh, Pa.	\$ 2.00
2	C. W. Haskell,	Braniff Building, Oklahoma City, Okla.	1,050.00
3	Stone, Moon & Stewart, Attorneys at Law,	Muskogee, Okla.	1,500.00
4	Metric Metal Works,	Box 11, Erie, Pa.	4,000.01
5.	James D. McGuire	721 So. Round, Sapulpa, Okla.	126.00
6	Chaya Kay, County Treasurer, Creek Co.	Sapulpa, Okla.	7,689.57
7	World Publishing Co.	World Building, Tulsa, Oklahoma	200.00
8	E. H. Waterman,	c/o A. E. Stephenson, Box 1064, Sapulpa, Okla.	560.00
		TOTAL	\$15,127.68

The court further finds that the receiver has filed no objections to the allowance of the following claims, to-wit:

NO. OF CLAIM.	CLAIMANT	ADDRESS	AMOUNT OF CLAIM
1	Pittsburgh Equitable Meter Company,	400 Lexington Ave., Homewood, Pittsburgh, Pa.	\$ 2.00
4	Metric Metal Works,	Box 11, Erie, Pa.	4,000.01

And that said claims are just and valid claims against said defendant, Sapulpa Gas Company, and should be allowed, to-wit by said receiver, in the respective amounts thereof, as above set forth.

The court further finds that the claimant of the following described claims, to-wit:

NO. OF CLAIM	CLAIMANT	ADDRESS	AMOUNT OF CLAIM
2	C. W. Haskell	Braniff Building, Oklahoma City, Okla.	1,050.00
3	Stone, Moon & Stewart attorneys at law	Muskogee, Okla.	1,500.00
7	World Publishing Co.	World Building, Tulsa, Oklahoma	200.00

have requested a continuance of the hearing on the objections to said claims and it is by the court ordered that the hearing on said claims be and the same is hereby continued until July 5, 1932.

The court thereupon proceeded to hear the objections filed by the receiver to the allowance of the other above named claims, in the following order:

Claim No. 5 James D. McGuire, in the amount of \$126.00 The claimant, James D. McGuire appearing in person, and the receiver, Eben L. Taylor, appearing in support of his objections to said claim. Upon a consideration thereof, the receiver withdrew his objections to the allowance of said claim and the court finds that the same is a just and valid claim in the amount of One Hundred twenty six dollars (\$126.00) against said defendant, Sapulpa Gas Company, and should be allowed, and paid by said receiver, as such in said amount.

Claim No. 6, Ghayn Ray, County Treasurer, Creek County, in the amount of \$7,689.87 On this claim there was no appearance on behalf of the claimant, and Eben L. Taylor, receiver herein, appeared in support of his objections to the allowance of said claim. Upon a consideration thereof, the court finds that the objections of the receiver to the allowance of said claim should be in part sustained, and finds that said claim is a just and valid claim against said Defendant, Sapulpa Gas Company, in the amount of four thousand seven hundred thirty-nine and 01/100 Dollars (\$4739.01) and should be allowed, and paid by the receiver, as such in said amount.

Claim No. 8, J. M. Watacorn, in the amount of \$560.00. The claimant appeared in person, and by H. E. Stephenson, his attorney, and Eben L. Taylor, receiver herein, appeared in support of his objections to the allowance of such claim. Upon a consideration thereof, the court finds that the objections of the receiver to the allowance of this claim should be in part sustained and that said claim is a just and valid claim against said defendant, Sapulpa Gas Company, in the sum of one hundred thirty Dollars (\$130.00) and should be allowed, and paid by said receiver, as such in said amount.

On July 5, 1932, there came on for hearing, pursuant to the continuance heretofore granted, the above described claims of C. W. Haskell, in the sum of One thousand and fifty Dollars (\$1,050.00) Stone, Moon & Stewart, in the sum of Fifteen Hundred Dollars (\$1500.00) and World Publishing Company, in the sum of two hundred Dollars (\$200.00).

Claim No. 3, Stone, Moon & Stewart, in the amount of \$1800.00. In this claim, the claimants appeared by J. C. Stone and Frances Stewart, as members of the firm of claimants, and as attorneys therefor, and Eben L. Taylor, receiver herein, appeared in support of his objections to the allowance of said claim, and after hearing evidence in support of said claim and the objections filed thereto, and upon a consideration thereof, the court finds that the said claimants performed legal services for the defendants, Sapulpa Gas Company, for which they have not been paid, and that the reasonable value of said services is One thousand five hundred fifty Dollars (\$1,550.00), and that their said claim is a just and valid claim against said defendants, Sapulpa Gas Company, in the amount of one thousand two hundred fifty Dollars (\$1,250.00) and that the same should be allowed, and paid by said receiver, as such in said amount.

Claim No. 7, World Publishing Company, in the amount of \$75.00. Upon a consideration of this claim, it was agreed by and between the claimant and Eben L. Taylor, the receiver herein, that said claim should be allowed in the amount of seven and five-tenths Dollars (\$7.50) and the court finds that said claim is a just and valid claim against the defendant, Sapulpa Gas Company, in the amount of seven and five-tenths Dollars (\$7.50) and should be allowed, and paid by the receiver, as such in said amount.

Claim No. 2, C. L. Haskell in the amount of \$1,050.00. The claimant, C. L. Haskell, appeared in person, and Oben L. Taylor, receiver herein, appeared in support of his objections to the said claim. After consideration thereof, the court reserved his ruling and decision on said claim.

After a consideration of the report of said receiver on said claims as aforesaid, and the objections filed thereto, and the evidence offered in support of said claim and the objections aforesaid, and the court being well and sufficiently advised,

IT IS HEREBY ORDERED, ORDERED, ADJUDGED AND DECREED that the claim No. 1, being that of Pittsburgh Quitable Meter Company, be and the same is hereby allowed in the sum of Two Dollars (\$2.00).

IT IS HEREBY ORDERED that claim No. 3, being that of Stone, Abon & Stewart, is hereby allowed in the sum of One thousand Two Hundred fifty Dollars (\$1250.00).

IT IS HEREBY ORDERED that claim No. 4, being that of Metric Metal Works, be and the same is hereby allowed in the sum of Four thousand and 01/100 Dollars (\$4000.01).

IT IS HEREBY ORDERED that claim No. 5, being that of James D. McGuire, be and the same is hereby allowed in the sum of One hundred twenty-six Dollars (\$126.00).

IT IS HEREBY ORDERED that claim No. 6, being that of Chaym Day, county treasurer Creek County, be and the same is hereby allowed in the sum of four thousand seven hundred and fifty one and 01/100 Dollars (\$4,751.01).

IT IS HEREBY ORDERED that claim No. 7, being that of World Publishing Company, be and the same is hereby allowed in the sum of seventy-five Dollars (\$75.00).

IT IS HEREBY ORDERED that claim No. 8, being that of H. A. Watchorn, be and the same is hereby allowed in the sum of One Hundred thirty Dollars (\$130.00).

IT IS HEREBY ORDERED that Oben L. Taylor, the receiver herein, is authorized and directed to make payment of all of said claims herein above allowed out of any monies he now has or may hereafter acquire on account of the defendant, Mapulpa Gas Company, as such funds become available, and as are necessary to carry on the business of said defendant, Mapulpa Gas Company, or for the account, and a receipt to be received for the ordinary business use of said defendant, Mapulpa Gas Company, and

IT IS HEREBY ORDERED that all of said claims hereinabove allowed are subject to the right of any stockholders in said defendant, Mapulpa Gas Company as such, to set aside said claims subject to the order aforesaid, and to set aside the said claimants out of the funds of said defendant, Mapulpa Gas Company, prior to the payment of any amount out of said funds to any of the stockholders of said defendant, Mapulpa Gas Company, or persons claiming under said stockholders.

It is further ordered that the question of the allowance of claim No. 9, being that of C. L. Haskell, in the amount of One thousand and fifty Dollars (\$1050.00), is reserved by the court and subject to its further order.

W. F. WATKINS,
Judge of Court.

W. F. WATKINS, Judge
Filed for 4 1932
W. F. WATKINS, Clerk
U. S. District Court

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

THE ANNEA RAILROAD COMPANY, Plaintiff,
vs.
SAPULPA RAIL COMPANY, a corporation, et al, Defendants.

No. 621 Equity ✓

O R D E R

On this day comes on for hearing the application of B. P. Brummett to set aside the confirmation of sale heretofore made herein on August 6, 1932; the applicant appearing by L. O. Lytle, his attorney; the purchasers at said sale appearing in person, and the intervener herein, the Union National Bank, appearing by special authorization from said intervener by Harry O. Glasser,

Whereupon said application is presented to the court and argued by counsel, and the court being fully advised in the premises,

DOES ORDER, ADJUDGE AND DECREE that said application be and the same is hereby denied and overruled, to which action and ruling of the court the applicant, B. P. Brummett, duly excepted.

A. L. KIMMEL
Judge.

OK L. O. LYTLE Atty for B. P. Brummett
O.H. HARRIS, Clerk

RECORDED: Filed Nov 4 1932
H. P. Garfield, Clerk
U. S. District Court

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

THE ANNEA RAILROAD COMPANY, Plaintiff,
vs.
THE ANNEA RAIL COMPANY, et al, Defendants.

No. 621 Equity ✓

ORDER APPOINTING RECEIVER TO EXTEND PIPE LINE

On this 4th day of November, 1932, this writer comes on for hearing upon the application of Eben L. Taylor, receiver herein, for authority to extend the pipe line of defendant, Sapulpa Rail Company, to connect with the one well of J. L. Kern and associates in Section five (5), Township 14 North, Range 12 West, Green County, Oklahoma, and to the consideration thereof, and for good cause shown,

It is ORDERED and ADJUDGED that the said Eben L. Taylor, receiver of Sapulpa Rail Company, be and he is hereby authorized to expend sums of the Sapulpa Rail Company necessary to build a six line pipe line extension of approximately three-fourths (3/4) of a

mile in length to connect the present wire line of the Sapulpa Fuel Company with the said gas well of R. L. Mann and associates in section five (5), Township Eighteen (18) North Range Nine (9) East.

F. L. Kennamer
Judge.

ENTERED: Filed Nov 4 1932
H. P. Marfield, Clerk
U. S. District Court

Court adjourned until November 5, 1932.

EQUITY SESSION TULSA, OKLAHOMA SATURDAY, NOVEMBER 5, 1932

Court convened pursuant to adjournment, Saturday, November 5th, 1932.

Present: Hon. F. L. Kennamer, Judge, U. S. District Court.
H. P. Marfield, Clerk, U. S. District Court.

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

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

John W. Breyfogle, and R. W. Coleman, Plaintiffs
vs
Blue Willow Corporation, a corporation, I. S. Mincks, Effie C. Mincks, Morris Plan Company, a corporation, Charles L. Yancey, Henry L. Mist, Southwest Lumber Corporation, a corporation, and G. W. Regan, Defendants.

No. 611 - Equity

WRIT OF HABEAS CORPUS

Now, on this 5th day of November, 1932, come the plaintiffs, John W. Breyfogle and R. W. Coleman, by their attorney, Charles Skainik, and move the court to confirm the sale of real estate made by the U. S. Marshal of the Northern District of the State of Oklahoma on the 1st day of November, 1932 to John W. Breyfogle and R. W. Coleman, under an order of sale issued out of the office of the U. S. Court Clerk of the State of Oklahoma dated on the 10th day of Sept., 1932, of the following property:

The easterly 40 feet of Lot 1, in block 134, in the original town now City of Tulsa, Tulsa County, Oklahoma, according to the official plat and survey thereof, being situated in the said County of Tulsa, State of Oklahoma,

and the court having examined the proceedings of said Marshal under said order of sale, finds that the sale has been performed in all respects in conformity to law, that due and legal notice of said sale was given by publication for thirty days in the Tulsa Daily News, a newspaper printed in Tulsa County, Oklahoma, as shown by copy of said publication on file here in; and that on the date of the same, to-wit; the 1st day of November, 1932, said property was sold to John W. Breyfogle and R. W. Coleman, they being the highest bidder therefor, and the said sale subject to a first mortgage held by the Sapulpa Fuel Company, which mortgage, number, date, date of maturity and being subject to the same, are as follows:

On this first day of September, 1932, it appearing that the deed of trust and mortgage indenture which has been foreclosed in this said cause upon the bill of the trustee, Union National Bank of Wichita, Kansas, included, among other assets, all of the capital stock of the Sapulpa Gas Company as collateral security for the payment of the bonds for which said mortgage and deed of trust was executed;

And it further appearing that stock certificate numbered 11 conveys 1994 shares of the capital stock of the Sapulpa Gas Company to the Sapulpa Fuel Company, and that said 1994 shares of the capital stock were advertised for sale and were sold to the Bondholders' Protective Committee, as more fully appears from the report of the Special Master on file herein;

And it further appearing that stock certificate numbered 2, evidencing the ownership of one (1) share of the capital stock of the Sapulpa Gas Company has been issued to L. E. Haskell; that stock certificate numbered 3, evidencing the ownership of one (1) share of the capital stock of the Sapulpa Gas Company has been issued to C. F. Haskell; that stock certificate numbered 4, evidencing the ownership of one (1) share of the capital stock of the Sapulpa Gas Company has been issued to John W. Hoffman; that stock certificate numbered 5, evidencing the ownership of one (1) share of the capital stock of the Sapulpa Gas Company has been issued to Claude Wilford, and that stock certificate numbered 6, evidencing the ownership of one (1) share of the capital stock of the Sapulpa Gas Company has been issued to Marvin Tipton;

And it further appearing that the said stock certificates are in the possession of the receiver appointed herein, pursuant to orders entered herein, and that said stock certificates have never been endorsed nor transferred, but that the said stock certificates were entrusted to said receiver in compliance with the orders entered herein requiring the delivery of all of the capital stock of the Sapulpa Gas Company to the receiver appointed for the assets of the Sapulpa Fuel Company;

And it further appearing that said stock certificates numbered 2, 3, 4, 5 and 6 were issued for the purpose of qualifying the persons designated therein as owners thereof as directors and officers of said corporation, The Sapulpa Gas Company, and were not issued for valuable considerations;

And it further appearing that said certificates were not endorsed by the owners thereof and were not otherwise transferred in order to preserve the qualifications of said owners as directors and officers of the Sapulpa Gas Company and for no other purpose;

And it further appearing that the successful bidders and purchasers of the assets of the Sapulpa Fuel Company became the owners of all of the capital stock of the Sapulpa Gas Company, and that certificates numbered, 2, 3, 4, 5 & 6 were not advertised and sold as assets of the Sapulpa Fuel Company, and that said certificates are valueless and have fully performed the purposes for which they were issued, to-wit, the qualification of the owners thereof as directors and officers of the Sapulpa Gas Company, and that said certificates should be cancelled.

It is, therefore, ORDERED that stock certificate of the Sapulpa Gas Company numbered 2, issued by the Sapulpa Gas Company, evidencing ownership of one (1) share of its capital stock, to L. E. Haskell; and certificate of the Sapulpa Gas Company numbered 3, issued by the Sapulpa Gas Company, evidencing ownership of one (1) share of its capital stock, to C. F. Haskell; and certificate of the Sapulpa Gas Company numbered 4, issued by the Sapulpa Gas Company, evidencing ownership of one (1) share of its capital stock, to John W. Hoffman; and certificate of the Sapulpa Gas Company numbered 5, issued by the Sapulpa Gas Company, evidencing ownership of one (1) share of its capital stock, to Claude Wilford; and certificate of the Sapulpa Gas Company numbered 6, issued by the Sapulpa Gas Company, evidencing ownership of one (1) share of its capital stock, to Marvin Tipton, as and the same are hereby cancelled and voided, and that the said certificates be cancelled upon the books and records of the Sapulpa Gas Company, and the clerk of said court is directed to endorse upon each of said certificates "Cancelled by Order of Court _____ Clerk".

IT IS FURTHER ORDERED that the persons designated as owners of said shares of the capital stock of The Sapulpa Gas Company be and they are hereby enjoined and restrained from asserting any ownership by virtue of said certificates of stock of the Sapulpa Gas Company, or from claiming any interest thereunder. To all of which clause exception and exception is allowed.

IT IS FURTHER ORDERED that upon the cancellation of said certificates, that the receiver, Eben L. Taylor, be and he is hereby discharged from any and all obligations as such receiver by reason of his possession and custody of said certificates.

F. A. KEENEWER
United States District Judge.

ENDORSED: Filed Nov 9 1932
H. P. Garfield, Clerk
U. S. District Court DMR

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

North American Car Corporation, a corporation,)
Plaintiff,)
vs.) No. 802 In Equity. ✓
White Oak Corporation, a corporation,)
Defendant.)

DECREE APPOINTING RECEIVER

On this 9th day of November, 1932, came on to be heard the bill of complaint filed by the plaintiff in the above entitled cause, and the court having considered the same, and it appearing to the court that there has heretofore been filed in the Delaware Court of Chancery against White Oak Corporation, a Delaware corporation, a bill of complaint praying for the appointment of receivers of said corporation, and that in said proceeding in said Delaware Court of Chancery an order was entered on November 9, 1932, appointing John Biggs, Jr., and James G. Steese receivers of the property and assets of said White Oak Corporation within the jurisdiction of said court; and it further appearing that a substantial part of the assets of said White Oak Corporation, consisting of the equipment, inventories and other property, are located in the State of Oklahoma and within the jurisdiction of this court, and that it is advisable for the protection and preservation of the rights and equities of the plaintiff and other creditors of the defendant and the assets of the defendant that the property and business of the defendant within the jurisdiction of this court be preserved and administered within this court through a receiver or receivers to be appointed by this court.

Now, the court being fully advised and being moved thereto by the attorneys for the plaintiff, the defendant corporation consenting; IT IS ORDERED, ADJUDGED AND DECREED that this court take ancillary jurisdiction with the Delaware Court of Chancery in the above mentioned case pending in said court; and IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows:

1. That James G. Steese be and he is hereby appointed receiver as ancillary to said decree of said Delaware Court of Chancery, and he is hereby vested with all the powers, rights and privileges as are conferred by said order of said Delaware Court of Chancery over that portion of the property and assets owned by said White Oak Corporation, which are within the jurisdiction of this court, and he is hereby appointed receiver of the defendant, White Oak Corporation, of all of its property, real, personal and mixed, of every kind whatsoever, wherever located, and wherever situated within the jurisdiction of this court, to execute and administer, in and to the extent of his powers in such law as may be required by it, and to maintain and defend the same.

And it is further appearing to the court that pursuant to the order confirming said heretofore made herein on August 6, 1932, a meeting of the bondholders of the defendant, Sapulpa Fuel Company, was duly called by the bondholders' committee and held as provided by said order of this court, and that at such meeting, by a vote of more than sixty per cent (60%) of the holders of valid outstanding bonds, Harry O. Glasser, H. O. Janicke, D. S. Anton, Mal J. Black and John Madden, Jr., were selected by such bondholders as trustees for the holders of bonds issued under and secured by the mortgage and deed of trust herein foreclosed, to receive a conveyance of title of all the property and assets of the defendant, Sapulpa Fuel Company, heretofore sold by said Leon L. Taylor as Special Master herein,

and it is further appearing to the court that the said Harry O. Glasser, H. O. Janicke, D. S. Anton, Mal J. Black and John Madden, Jr., the bondholders' committee of the defendant, Sapulpa Fuel Company, and the purchasers as such committee of the property and assets of said Sapulpa Fuel Company at said Special Master's sale, have now paid their bid as shown by their report thereof on file herein and have paid to said Special Master the sum of fourteen thousand dollars (\$14,000.00), constituting the allowances heretofore made by this court, in compliance with the terms and conditions of the decree of foreclosure and sale entered herein on September 21, 1931, and are now entitled to have a conveyance of the property and assets made to the committee-trustees above named by said Special Master, to have the receiver herein deliver the possession of said property and assets to the said committee-trustees,

IT IS ORDERED, ADJUDGED AND DECREED BY THE COURT that the said Leon L. Taylor, as Special Master herein, be authorized and directed to execute a special Master's deed conveying, transferring and assigning to such committee-trustees the property and assets of the Sapulpa Fuel Company heretofore sold by said Special Master, said deed to be in substance and in form as shown by a copy of said proposed deed hereto attached and marked as Exhibit "A" hereto.

IT IS ORDERED, ADJUDGED AND DECREED that Leon L. Taylor, receiver herein, shall now deliver the possession of said property and assets described in said Master's deed to the said committee-trustees above named, to have the receipt of said committee-trustees therefor.

IT IS ORDERED, ADJUDGED AND DECREED by the court that the said Leon L. Taylor be and he is hereby authorized and directed to pay over to the here named bondholders in full the sum of the Sapulpa Fuel Company's face value of fifty thousand dollars (\$50,000) heretofore due and still due said committee-trustees for the purpose of applying the same to the discharge of said bonds.

IT IS ORDERED, ADJUDGED AND DECREED that the said Harry O. Glasser, H. O. Janicke, D. S. Anton, Mal J. Black and John Madden, Jr., the committee-trustees of the property and assets of said Sapulpa Fuel Company, be and they are hereby authorized and directed to meet and confer with the said purchasers and to execute and deliver to said purchasers a deed conveying, transferring and assigning to them the property and assets of said Sapulpa Fuel Company, in compliance with the terms and conditions of said bid, the order of foreclosure, the decree of foreclosure requiring bondholders to pay, and the order of sale. If there be any other persons, other than the said Harry O. Glasser, H. O. Janicke, D. S. Anton, Mal J. Black and John Madden, Jr., who claim to be entitled to the property and assets of said Sapulpa Fuel Company, they are hereby notified to file their claim with the court within ten days of the date of this order.

IT IS ORDERED, ADJUDGED AND DECREED that the said Harry O. Glasser, H. O. Janicke, D. S. Anton, Mal J. Black and John Madden, Jr., the committee-trustees of the property and assets of said Sapulpa Fuel Company, be and they are hereby authorized and directed to execute and deliver to the said purchasers a deed conveying, transferring and assigning to them the property and assets of said Sapulpa Fuel Company, in compliance with the terms and conditions of said bid, the order of foreclosure, the decree of foreclosure requiring bondholders to pay, and the order of sale. If there be any other persons, other than the said Harry O. Glasser, H. O. Janicke, D. S. Anton, Mal J. Black and John Madden, Jr., who claim to be entitled to the property and assets of said Sapulpa Fuel Company, they are hereby notified to file their claim with the court within ten days of the date of this order.

IT IS ORDERED, ADJUDGED AND DECREED that the said Harry O. Glasser, H. O. Janicke, D. S. Anton, Mal J. Black and John Madden, Jr., the committee-trustees of the property and assets of said Sapulpa Fuel Company, be and they are hereby authorized and directed to execute and deliver to the said purchasers a deed conveying, transferring and assigning to them the property and assets of said Sapulpa Fuel Company, in compliance with the terms and conditions of said bid, the order of foreclosure, the decree of foreclosure requiring bondholders to pay, and the order of sale. If there be any other persons, other than the said Harry O. Glasser, H. O. Janicke, D. S. Anton, Mal J. Black and John Madden, Jr., who claim to be entitled to the property and assets of said Sapulpa Fuel Company, they are hereby notified to file their claim with the court within ten days of the date of this order.

parties, the respective amounts heretofore allowed by order of this court, namely, to Lewis, first the sum of Seven Hundred Fifty Dollars (\$750.00), to Ben L. Taylor the sum of three Thousand Two Hundred Fifty Dollars (\$3,250.00), (he having been previously paid the sum of One Thousand Dollars by order of the court.), to the Union National Bank of Okla., Inc., the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00), and to Messrs. Ayres, Power, Corbitt & Fair and A. A. Louvita, the sum of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00).

F. E. HENNING
United States District Judge

O.K. as to Court L. G. IMBLE
O.K. REED O. CLARK

Copy of Master's Deed attached hereto.

RECORDED: Filed Nov 10 1932
H. P. Garfield, Clerk
U. S. District Court

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

JAMES DANIEL RICHARDSON,)
Plaintiff,)
vs.) No. 621 equity ✓
DARRELL RAY COMPANY, et al,)
Defendants.)

SUPPLEMENTAL ORDER

This cause coming on for further hearing upon the order of this court of November 5, 1932, directing conveyance and delivery of properties and payment of allowances,

IT IS ORDERED that notwithstanding the execution and delivery of the Master's Deed mentioned in said order, and notwithstanding the delivery by the receiver of the possession of all of the properties mentioned and described in said deed to the purchasers at said sale, the said Ben L. Taylor shall continue as the receiver of this court, nominally in possession of said properties, subject to the further orders and decrees of this court; and that inasmuch as the purchasers at said sale have reported the payment in cash of Seven Thousand Dollars (\$7,000.00) of the taxes mentioned in their report of payment or bid, and the assumption by responsible parties of the remainder of such taxes, namely, the sum of Six Thousand Nine Hundred Ninety-five Dollars (\$6,995.00).

IT IS FURTHER ORDERED that said purchasers shall pay or cause to be paid to the receiver herein, not less than the sum of Seven Hundred Fifty Dollars (\$750.00) on the first day of December, 1932, and a like amount on the first day of each month thereafter, to be used by said receiver for the payment of the remainder of such taxes, and that all of said remainder, namely, the said sum of Six Thousand Nine Hundred Ninety-five Dollars (\$6,995.00), together with any interest and penalties thereon, shall be paid by the purchasers or their assigns to said receiver on or before May 1, 1933, and that the receiver shall forthwith pay such monthly amounts to the proper tax collecting authorities; and that all such payments of the balance of said taxes in the manner herein provided to likewise said authorities shall at once be discharged from the custody or control of this court and its receiver and from the effect of any order of this court reserving jurisdiction herein; and in the event of the failure of the purchasers or their assigns to pay or cause to be paid such monthly amounts, or the failure of the balance of the balance of said taxes on or before May 1, 1933, the receiver's management shall be reported to this court by said receiver for its further orders in the premises, and

that said receiver shall not be held to have finally parted with possession of said properties until the payment of said taxes shall have been fully paid and satisfied.

IT IS ORDERED that jurisdiction of all of said properties be and the same is hereby retained by this court for the purpose of enforcing compliance with this order, as well as the previous orders of the court, and that all persons, firms and corporations be and they are hereby enjoined and restrained from in any manner interfering with the possession or operation of said property or any part thereof by the purchasers or their assigns or with the collection of the income therefrom and from the institution or prosecution of any suit, action or proceeding affecting or relating to said property without permission of this court upon proper application for that purpose.

This order, however, shall be without prejudice to the issue and delivery of \$25,000.00 face value of bonds and the execution, acknowledgment and delivery of a first mortgage Deed of Trust upon and covering said property and securing said issue of bonds by the purchasers or their assigns, and without prejudice to the sale and transfer of the physical properties of Sapulpa Fuel Company including the capital stock of Sapulpa Gas Company by the purchasers, all pursuant to a plan of reorganization and refinancing of said properties by the purchasers.

DONE at Tulsa, Oklahoma, this 9th day of November, 1932.

D. W. GARDNER
Judge.

O.K. as to form
FRAN L. AYLER, receiver
D. W. GARDNER for purchasers
CHAS. F. GARDNER

RECORDED: Filed Nov 10 1932
W. F. Urfield, Clerk
U. S. District Court 13

IN RE RECEIVERSHIP OF THE UNITED STATES INSURANCE COMPANY
DISTRICT OF OKLAHOMA

J. Franklin Rauch, Complainant,)
vs.) in Equity No. 684 ✓
Sunnay Oil Company and Sunnay Oil Corporation, Defendant.)

O R D E R

For good cause shown, the Hartford Accident & Indemnity Company is given twenty (20) days after the final determination of the case of Albert Winston vs. Hartford Accident & Indemnity Company, within which to file its claim against the receiver of Sunnay Oil Company, by reason of the indemnity agreement executed by the Sunnay Oil Company on December 30, 1930, unless otherwise ordered by this court.

Dated this 11th day of November, 1932.

D. W. GARDNER, Attorney for Receiver. U. S. District Judge.

RECORDED: Filed Nov 10 1932
W. F. Urfield, Clerk

Stayed until Dec 11, 1932.

Court convened pursuant to adjournment, Friday, November 11, 1932.

Present: Hon. W. B. Kemmerer, Judge, U. S. Dist. Court.
H. P. Garfield, Clerk, U. S. District Court.

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

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT
OF OMAHA

Hobbs Eastern Company,	Plaintiff,)	
)	
v.		)	In Equity No. 201
)	
St. Louis-San Francisco Railway Company,	Defendant.)	

O R D E R

On reading and considering the verified supplemental ancillary bill of complaint and the answer thereto filed in this cause by the defendant as to the appointment of a co-receiver of the property and assets of the defendant St. Louis-San Francisco Railway Company within the jurisdiction of this court and of other District Court of this Judicial Circuit as prayed for in said supplemental ancillary bill of complaint, and it appearing that by an order dated November 5, 1932, of the honorable C. B. Paris, Judge of the District Court of the United States for the Eastern District of Missouri in the Eastern Division thereof, the court of primary jurisdiction herein, an order was made appointing John G. Lonsdale of St. Louis, Missouri, co-receiver of the property and assets of said St. Louis-San Francisco Railway Company, and that said co-receiver has taken his bond in the sum of \$50,000 as required by said order of his jurisdiction, and on motion of counsel for the plaintiff, and said St. Louis-San Francisco Railway Company appearing by its attorney and consenting to the entry of this order, and the deliberation thereon, it is

ORDERED, ADJUDGED, AND DECREED as follows:

That John G. Lonsdale be, and he is hereby, appointed co-receiver with James C. Furness as appointed receiver herein by order entered November 2, 1932, and invested with the powers and functions in equity of all and singular the property and assets, real, personal and mixed, of every kind and description, belonging to said St. Louis-San Francisco Railway Company situated within the jurisdiction of this court and of other district courts of this Judicial Circuit, all as set out in said order hereinbefore recited. Furness receiver herein, shall have and exercise full and complete authority as hereinbefore directed by the district court of primary jurisdiction herein.

J. W. ...
Clerk of Court.

Witness my hand and seal of office at Omaha, Nebraska, this 11th day of November, 1932.

W. B. Kemmerer, Judge
H. P. Garfield, Clerk

Approved and entered this 11th day of November, 1932.

December, 1932, inclusive, within which to file any claim that it may now have, or any claim that, before the expiration of said additional time hereby granted, may accrue to it against the defendants herein, or either of them.

J. H. MENRAMER
United States District Judge.

O. H. HAGAN and PARTI
Solicitors for Applicant.

O. L. PARRIS and MILLER
Solicitors for Receiver.

BY COURT: Filed Nov 14 1932
H. P. Sheffield, Clerk
U. S. District Court J.R.

Court adjourned until November 15, 1932.

THURSDAY, NOVEMBER 15, 1932

Court convened pursuant to adjournment, Tuesday, November 15, 1932.

Present: Hon. J. H. Menramer, Judge, U. S. Dist. Court.
H. P. Sheffield, Clerk, U. S. District Court.

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

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

Ossage Oil and Refining Company,
a corporation, Plaintiff,
v.
Marie Axelrod, Continental Oil Company,
et al., Defendants.

Equity - No. 288

O R D E R

On this 18th day of November, 1932, upon the application of defendant Continental Oil Company, a Delaware corporation, to say the disbursement of the sum of fifty thousand dollars (\$50,000) now in the hands of the clerk of this court in the above entitled cause, during the absence of the applicant in the United States Circuit Court of Appeals for the Ninth Circuit from an order of this court refusing leave to file a bill in the nature of a bill of review hereon, which order is numbered 217 on the docket of said court, and upon plaintiff's consent to the same, it is ordered,

That the sum of fifty thousand dollars (\$50,000) now in the hands of the clerk of this court in this cause is hereby ordered to be disbursed to the applicant for all claims from this date and date, to be so filed with the clerk of this court, within a period of ten (10) days from this date, by said defendant Continental Oil Company, in the sum of two thousand dollars (\$2,000), with good and sufficient security therefor, to be approved by this court, and in the event herein, conditional payment of the sum of \$2,000 in said appeal, the said Continental Oil Company will

IN RE RECEIVERSHIP OF THE ASSETS OF THE
OF OKLAHOMA

LEWIS F. TOLSON and WALTER M. LOWLAND,
Receivers appointed by the District Court
of the United States for the District of Dela-
ware, for HUBBARD OPERATING COMPANY, INC.,
a corporation of the state of Delaware,

Plaintiffs, No. 803 In Equity

vs.

SOUTHERN OKLAHOMA TELEPHONE COMPANY, a
corporation created by and existing under
the laws of the State of Delaware, Defendant.

DECREE

On reading and considering the Ancillary Bill of Complaint and answer thereto
filed in this cause, for the appointment of Ancillary Receivers of the property and assets of
the defendant, Southwestern States Telephone Company, within the territorial jurisdiction of
this Court, as prayed for in said Ancillary Bill of Complaint, and it appearing that by a decree
dated November 2, 1932, of the Honorable John P. Nichols, Judge of the District Court of the
United States for the District of Delaware, the court of primary jurisdiction herein, receivers
of the property and assets of the defendant were appointed, and it also appearing that said
receivers have qualified as required by their decree of appointment, this Court, after consideration thereof,

IT IS ORDERED, ADJUDGED and DECREED as follows:

(1) The decree of the District Court of the United States for the District of
Delaware entered November 2, 1932, in a certain cause therein pending between the parties hereto,
a copy of which decree is made a part of the Bill of Complaint herein, is in all respects con-
firmed, and the jurisdiction of said District Court of the United States for the District of
Delaware, as the court of primary jurisdiction and administration is recognized and confirmed.

(2) In aid of said receivership created in said court of primary jurisdiction,
and for the purpose of extending said receivership in this ancillary cause to the property and
assets of the defendant within the TERRITORIAL District of OKLAHOMA, Lewis Folsler Hill, and Walter
M. Loveland are hereby appointed receivers of and for all and singular the property and
assets, real, personal and mixed, of the defendant within the TERRITORIAL District of OKLAHOMA,
including all lands, buildings, and improvements owned, controlled, leased, or operated by the
defendant, all materials, supplies, equipment, furniture, cash on hand, in bank or on deposit,
claims in action, credits, securities, contracts, franchises, rights, of every kind, licenses,
bills and accounts receivable, and all rents, issues, profits and income accruing to or to accrue
from said assets, property and business, with authority to take possession of said assets and
property and to continue the business of the defendant as a going concern.

(3) The receivers hereby appointed shall forthwith take possession of the real
estate effects of the defendant corporation which are located in this territorial district and in
accordance with the orders of this Court herein or hereafter to be made, and thereafter, the
receivers are hereby authorized to take and have complete and undisturbed control, possession
and management of all said property and assets, and all persons, firms or corporations, including
the defendant, its officers, agents and employees, shall forthwith deliver to said receivers all
property and assets of the defendant in their possession which are located in this district.

(4) All creditors and stockholders of all persons claiming to be creditors or
shareholders, and all officers, directors and other officers, agents, employees, and all
other persons, associations or corporations are hereby enjoined to refrain from instituting or
commencing any action, suit or proceeding in equity or otherwise to recover or

said ordinary cause) against the defendant in any court of law or equity or in any tribunal, or from executing or issuing, or causing the execution or issuance out of any court (other than as aforesaid) of any writ, summons, attachment, execution or other process or proceeding for the purpose or which will have the effect of impounding or taking possession of or interfering with any property owned by or in the possession of the defendant or said receivers, or owned by the defendant and in the possession of any of its officers, agents or employees, or from doing any act or thing whatsoever to interfere with the possession or management by the receivers of said property and assets of the defendant or in any way to interfere with the receivers in the discharge of their duties or the administration and disposition in this cause of the property and affairs of the defendant.

(5) With respect to the business and property of the defendant in this District, the receivers are hereby authorized, until the further order of this court, to carry on, continue, manage and operate the business of the defendant with full power and authority to continue the operations of the defendant, and in their discretion and to the extent that the receivers may determine that it is for the best interests of the receivership estate so to do, to buy and sell merchandise and supplies, to render services for cash or on credit, to carry out, perform and fulfill the contracts and obligations of the defendant to enter into new contracts incidental to the operation of its business, and to appoint and employ such managers, agents, employees, servants, accountants, attorneys and counsel as the receivers shall determine, 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 expedient for the preservation and operation of the properties and business of the defendant. Such operation of the business of the defendant corporation as a going concern shall continue only, however, until the further order of this court and the receivers' authority to make such contracts and to incur and pay such expenses as may be necessary or advisable in connection with such operation shall be subject to the approval of this court with respect to all such contracts and/or expenses as may be unusual and/or out of the ordinary course of business.

(6) The receivers are hereby required to open proper books of account and to state therein the receipts and disbursements of the receivers hereby appointed, and to take and preserve vouchers for all payments made by them, and to deposit all moneys coming into their hands as receivers appointed by this court in some national bank or trust company within this District, and in some national bank or trust company within the District of Delaware that has been approved by the District Court of the United States for that District, and to report to this court the name of the depositories selected for that purpose, and to file in this court, within two months from the date of their qualification, an inventory of all property of every description that shall have come into their possession as receivers appointed by this court.

(7) Nothing herein contained shall be construed as an affirmation, ratification or continuance of any contract or lease held or owned by the said defendant (and which the said receivers may be entitled to terminate) unless the said receivers shall expressly elect to make such affirmation, ratification or continuance; and pending the exercise of such election the said receivers shall be liable only for the reasonable charges for use and occupancy of any leasehold property for the period actually occupied.

(8) The receivers are hereby authorized to receive and collect all moneys due and to become due to the defendant and to receive and collect rents, royalties 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 and to cause to be done, enter into such agreements, and to employ such agents in connection with the receipt, care, preservation and operation of the properties of the defendant as the receivers may deem advisable and to incur such expenses as may be necessary and disbursements as may be necessary and advisable for the receivers be necessary or advisable, and to pay and/or all claims for accrued wages, salaries, and expenses of officers, agents and employees for services rendered prior to the date of this order and remaining unpaid at the date of the making of this order, and to satisfy current obligations of the defendant in respect to the same, and to do and to cause to be done, in the judgment of the receivers, any and all other acts and things which may be necessary or advisable for the receivers, to the extent of the operation of the business of the defendant as aforesaid, and to do and to cause to be done, any and all other acts and things which may be necessary or advisable for the receivers, to the extent of the operation of the business of the defendant as aforesaid.

(9) The Receivers are hereby authorized and empowered to institute, prosecute and defend, compromise, adjust intervene in or become parties to such suits, actions, proceedings at law, in equity or in admiralty, including ancillary proceedings in the State or Federal Courts, claims before any governmental departments, arbitration boards and in any and all other matters as may in the judgment of the Receivers be necessary or expedient for the protection, maintenance and preservation of the property and assets of the defendant 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 claims, 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 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 expedient 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.

(10) The Receivers shall retain possession of the properties 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 and when directed by the Court render to the Court reports of their proceedings and accounts with respect to all moneys received and disbursed by them or their agents.

(11) The said Receivers before entering upon their duties as such shall, within 45 days from this date, enter and file in this Court their bond in the usual form in the sum of \$1000.00, with surety to be approved by this Court, conditioned that they shall well and truly perform the duties of their office and truly account for all moneys and property that may come into their hands as Receivers appointed by this Court and abide by and perform all things which they shall be directed to do by this Court; and this Court hereby reserves jurisdiction from time to time to increase or decrease the amount of said bond. The said receivers may give separate bonds if they so desire. Any Receiver or Receivers separately qualifying shall have all the powers of all the receivers until all the receivers shall have qualified.

(12) Any of the parties hereto may apply to this Court for any other instructions to the Receivers, and the Court reserves the full right and jurisdiction to make from time to time further orders or decrees amplifying, extending, limiting, restricting or otherwise modifying this decree, as to it may at any time seem proper, and in all respects and at all times to regulate and control the conduct of the Receivers.

(13) In case of the death, resignation or removal of the Receivers hereby appointed, or any of them, and the appointment of a successor or successors to any Receiver who shall so die, resign or be removed, all of the provisions of this order shall apply to such successors without further order of this Court.

E. L. WILKINSON
United States District Judge.

Nov. 15, 1932.

Filed Nov 1, 1932
E. L. Wilkinson, Clerk
U. S. District Court

Court adjourned until Nov. 18, 1932.

ORDER APPOINTING RECEIVER

This cause came on to be heard on the 12th day of November, 1942, upon the verified Bill of Complaint and on the prayer therein praying the appointment of a Receiver; plaintiffs appearing by their attorneys, Geo. B. Ramsey, Edgar A. de Neules, Willard Martin A. Garrett Logan, and the defendants Dan Tankersley and Mary Tankersley appearing by their attorney, O. H. Searcy, and the Court having heard the testimony of witnesses and argument of counsel, and it appearing that the appointment of a Receiver is necessary to properly care for and to preserve the property described in the bill of complaint and the earnings, income and profits thereof pending the final determination of the cause;

IT IS HEREBY ORDERED By the Court that NORA E. ADAMS, of Tulsa, Oklahoma, be and she is hereby appointed Receiver of the following described property situate in the City of Tulsa, Tulsa County, State of Oklahoma, to-wit:

All of Lots six (6) and Seven (7) in Block Two (2), of McMully Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, being a tract or parcel of land fronting one hundred feet (100') on the west line of Frost Avenue by a depth westwardly between parallel lines and along the north line of East Twelfth Street of one hundred forty feet (140') to an alley twenty feet (20') wide.

Together with the building thereon known as Horningside Apartments, and together with all other buildings and all improvements and appurtenances now standing or at any time hereafter constructed or placed on said parcel of land, or any part thereof, including, but without limiting the generality of the foregoing, all window screens, window shades, awnings, boilers, engines, dynamos, motors, furnaces, vacuum cleaning systems, fire-alarm system, gas ranges, fire prevention and extinguishing apparatus, refrigerating, heating, plumbing, ventilating, gas and electric light fixtures and elevators and other fittings and other fixtures of every kind now or hereafter in and about or upon said premises, together with all rights, title and interest of said parties of the first part now or at any time hereafter in and to the streets, alleys and other public places contiguous to the above described premises, and together with all the appurtenances, hereditaments, rents, issues and profits now or hereafter belonging to, and all the right, title and interest of said parties of the first part in and to all leases and subleases now or hereafter in or to, said real estate.

All furniture, furnishings, equipment and other personal property of every kind, nature and description whatsoever now owned or hereafter acquired by the first parties, and which is now, or shall at any time hereafter be, located, installed or placed upon or in said Horningside Apartments or any other building or buildings now or at any time hereafter standing on said property and premises described as all of Lots 6 and 7, in Block 2, of McMully Addition to the city of Tulsa, Tulsa County, Oklahoma, etc., (more fully described above), or any part thereof, and used or to be used in connection with the conduct or operation of said Horningside Apartments or any other such building, or in connection with the conduct or operation of the various apartment rooms therein, including, but not limited to, hotel, store, restaurant, cafeteria, coffee shop, beauty shop or barber shop in said Horningside Apartments or any other said building, as well as any and all proceeds and additions to said personal property, or whatsoever proceeds, which may at any time, prior to payment in full of the indebtedness secured by this instrument, be employed or used, including therein, any and all other personal property, without limiting the generality of the foregoing, all books, reports, ledgers, bills, tickets, office, restaurant, cafeteria, coffee shop, beauty shop and barber shop furnishings, furniture, equipment, and all other articles and things of every kind and character, and all furniture, furnishings, books, records, files,

and plated ware, utensils, trucks, signs, table ware, glassware, uniforms, riding knives, carpet sweepers, safes, cigar and cases, snow cases, flower vases, mirrors, filing cabinets, sewing machines, timepieces, typewriters, flags, shine stands, lamps, door plates, billiard machinery, china and crockery ware, dishes, cooking apparatus and utensils, cutlery, cash registers, beds, bedding, mattresses, pillows, blankets, carpets and rugs and floor coverings, musical instruments, pianos, casios, tables, pictures, paintings and their frames, bric-a-brac, draperies, casts, curiosities, sculpture, tools and implements, but the above enumeration of specific property shall not be construed to exclude any property of any character whatsoever coming under the foregoing several descriptions;

and of all of the earnings, income and profits of said property.

The receiver, before entering upon the performance of her duties as such under this order, shall take an Oath of Office and execute a bond with surety to be approved by the Court, in the sum of Three thousand (\$3,000.00) Dollars, for the faithful discharge of her duties in the premises, and file the Oath and Bond with the Clerk of this Court.

It is further ordered, upon filing said Oath and approval and filing of said bond the receiver is hereby authorized and directed to take possession of the property above described and to hold, manage and dispose the same under the directions of this court, and to receive the rents, earnings, income and profits thereof, pending the further order of this Court.

F. B. WATKINS
JUDGE OF THE DISTRICT COURT OF THE
UNITED STATES FOR THE DISTRICT OF
OREGON.

O.M. BERRY

RECORDED: Filed Nov 16 1932
F. B. Watkins, Clerk
U. S. District Court

Court adjourned until November 17, 1932.

RECORDED

OREGON, OREGON

MONDAY, NOVEMBER 17, 1932

Court convened pursuant to adjournment, Monday, November 17, 1932.

Present: Hon. F. B. Watkins, Judge, U. S. Dist. Court.
F. B. Watkins, clerk, U. S. District Court.

Proceedings, as called for proceedings were had and entered, to-wit:

IN RE: ESTATE OF THE DISTRICT OF OREGON, U. S. DISTRICT COURT OF OREGON.

The of James of ... Plaintiff,
vs. ...
The of ... Defendant.

FINAL DECISION.

It is hereby ordered, that, ...

IN THE DISTRICT COURT OF THE TERRITORY OF OKLAHOMA

The City of Pawnee, a Municipal Corporation of Pawnee, Oklahoma, Complainant, vs. Marie Hand-Infected of, Defendant.

No. 764 Equity

ORDER OF DISMISSAL

Now on this 14th day of November, 1918, on motion of the plaintiff in the above entitled cause, it is ordered that said cause be, and is hereby dismissed, with prejudice, at plaintiff's cost.

F. A. FINLEY JUDGE

G. L. ... Attorney for Plaintiff

FILED: Filed Nov 17 1918 H. S. ... U. S. District Court

IN THE DISTRICT COURT OF THE TERRITORY OF OKLAHOMA

The City of Pawnee, a Municipal Corporation of Pawnee, Oklahoma, Complainant, vs. Ellen Adams, et al, Defendants.

No. 765 Equity

ORDER OF DISMISSAL

Now on this 14th day of November, 1918, on motion of the plaintiff in the above entitled cause, it is ordered that said cause be, and is hereby dismissed, with prejudice, at plaintiff's cost.

F. A. FINLEY JUDGE

G. L. ... Attorney for Plaintiff

FILED: Filed Nov 17 1918 H. S. ... U. S. District Court

That the said receiver, [Name], being, [Name], [Address], [City], [State], [Zip].

Whereas, [Name], [Address], [City], [State], [Zip], [Name], [Address], [City], [State], [Zip].

That the said receiver, [Name], being, [Name], [Address], [City], [State], [Zip].

That the said receiver, [Name], being, [Name], [Address], [City], [State], [Zip].

Plaintiff, vs. Defendant.	}	No. 100-100000 ✓
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ORDER OF THE COURT RECEIVING REPORT AND DISCHARGE

On this 1st day of [Month], 1968, this court of the United States for the District of Massachusetts, and

It is ordered that the parties do so by their admission for the said receiver, [Name], being, [Name], [Address], [City], [State], [Zip], [Name], [Address], [City], [State], [Zip].

That the said receiver, [Name], being, [Name], [Address], [City], [State], [Zip], [Name], [Address], [City], [State], [Zip].

It is further ordered that the said receiver, [Name], being, [Name], [Address], [City], [State], [Zip], [Name], [Address], [City], [State], [Zip].

That the said receiver, [Name], being, [Name], [Address], [City], [State], [Zip], [Name], [Address], [City], [State], [Zip].

[Signature]
Judge.

FILED: [Date]
[Name], [Address], [City], [State], [Zip].

COURT OF APPEALS OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

REPUBLICAN PARTY,
Plaintiff,

Plaintiff,

No. 57514

vs.

H. W. FAYSON,

Defendant.

ORDER OF DISMISSAL

On the 15th day of November, 1954, it is ordered that the parties hereto have filed their respective motions for dismissal of this action,

and that the said cause be dismissed as to the cause of action of Plaintiff herein in the petition and the cause of defendant herein in his cross-petition, without prejudice, to be and so defendant.

J. W. HARRIS
Judge.

Filed for the Court
D. B. ...
D. B. ...

COURT OF APPEALS OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

J. W. HARRIS, Plaintiff,

Plaintiff,

No. 706

vs.

... Defendant.

Defendant.

ORDER OF DISMISSAL

On the 15th day of November, 1954, it is ordered that the parties hereto have filed their respective motions for dismissal of this action, and that the said cause be dismissed as to the cause of action of Plaintiff herein in the petition and the cause of defendant herein in his cross-petition, without prejudice, to be and so defendant.

and that the said cause be dismissed as to the cause of action of Plaintiff herein in the petition and the cause of defendant herein in his cross-petition, without prejudice, to be and so defendant.

J. W. HARRIS
Judge.

REYALTY NAME	DESCRIPTORS	COUNTY	STATE	AMOUNT
Oliver	Sec. 7-19N-5E	Payne	Oklahoma	1.88
Parker	17-5N-8E	Pontotoc	Oklahoma	1.88
Gordon	all that part of Lot 13 lying to the east of the draw which crosses said lot near the Pontotoc west end & containing 10 acres more or less in Sec. 10 & NE 1/4 NW 1/4 Sec 21-5N-5E & all accreted lands & riparian rights.		Oklahoma	20.67
Koeller	SE 1/4 20-7N-5E	Pottawatomie	Oklahoma	5.00
Dawden	SW 1/4 4-9N-5E	Pottawatomie	Oklahoma	5.00
Nickford	SE 1/4 NE 1/4 20-7N-4E	Pottawatomie	Oklahoma	2.50
H. E. Gouts	SW 1/4 20-7N-5E	Pottawatomie	Oklahoma	2.50
T. T. Johnson	SW 1/4 NW 1/4 & NE 1/4 SW 1/4 29-7N-5E	Pottawatomie	Oklahoma	5.00
Teems	SW 1/4 21-7N-5E	Pottawatomie	Oklahoma	10.00
J. N. Smith	NE 1/4 SE 1/4 26-7N-4E	Pottawatomie	Oklahoma	2.50
Keyes	SE 1/4 6-9N-5E	Pottawatomie	Oklahoma	5.00
Tolen	SW 1/4 NW 1/4 & NE 1/4 SW 1/4 1-7N-4E	Pottawatomie	Oklahoma	5.00
Barnow	NE 1/4 NW 1/4 1-7N-4E	Pottawatomie	Oklahoma	2.50
Grace	SE 1/4 NE 1/4 2-7N-4E	Pottawatomie	Oklahoma	2.50
Vieux	SW 1/4 SE 1/4 & NE 1/4 NW 1/4 15-7N-4E	Pottawatomie	Oklahoma	5.00
Sanford	SW 1/4 20-7N-4E	Pottawatomie	Oklahoma	5.00
Henderson	NE 1/4 SW 1/4 23-7N-4E	Pottawatomie	Oklahoma	20.00
Ballard	NE 1/4 SE 1/4 1-9N-4E	Pottawatomie	Oklahoma	5.00
C. Lewis	NE 1/4 SW 1/4 6-9N-5E	Pottawatomie	Oklahoma	2.50
Colvin	SE 1/4 & NE 1/4 NW 1/4 7-8N-5E	Pottawatomie	Oklahoma	5.00
Vineyard	NE 1/4 15-7N-3E	Pottawatomie	Oklahoma	5.00
Rose	NE 1/4 NW 1/4 3 & SE 1/4 NW 1/4 4-7N-4E	Pottawatomie	Oklahoma	1.00
Tard	NE 1/4 SW 1/4 20-7N-4E	Pottawatomie	Oklahoma	2.50
Mary Carter	SW 1/4 NW 1/4 & NE 1/4 SW 1/4 24-9N-6E	Seminole	Oklahoma	2.75
Milling	SE 1/4 SW 1/4 & NE 1/4 SW 1/4 14-9N-6E	Seminole	Oklahoma	2.50
Hollie Gaines	NE 1/4 NE 1/4 11-9N-5E	Seminole	Oklahoma	5.00
Brunce	NE 1/4 NW 1/4 10-9N-5E	Seminole	Oklahoma	2.00
Mary-Burdall	NE 1/4 NW 1/4 12-9N-5E	Seminole	Oklahoma	.50
Tom-Bolic	NE 1/4 SW 1/4 12-9N-5E	Seminole	Oklahoma	1.00
Millingworth	NE 1/4 NW 1/4 14 & NE 1/4 NW 1/4 15-9N-5E	Seminole	Oklahoma	2.00
Wadsworth	NE 1/4 SW 1/4 24-9N-6E	Seminole	Oklahoma	2.25
Lowles	NE 1/4 SW 1/4 26-9N-6E	Seminole	Oklahoma	1.00
	NE 1/4 NW 1/4 30-9N-6E	Seminole	Oklahoma	2.00
T. J. Brown	NE 1/4 SE 1/4 SW 1/4 24-9N-5E	Seminole	Oklahoma	2.50
Teems	NE 1/4 NW 1/4 13-9N-5E	Seminole	Oklahoma	20.00
Mitchell	NE 1/4 NW 1/4 14-9N-5E	Seminole	Oklahoma	14.00
John Peter	NE 1/4 NW 1/4 10-9N-5E	Seminole	Oklahoma	11.00
Ward	NE 1/4 SE 1/4 5-9N-6E	Seminole	Oklahoma	1.00
Keller	NE 1/4 SW 1/4 7-9N-6E	Seminole	Oklahoma	1.00
Jefferson	NE 1/4 NW 1/4 53-9N-7E	Seminole	Oklahoma	10.00
Ward	NE 1/4 NW 1/4 19-9N-6E	Seminole	Oklahoma	1.00
Ward	NE 1/4 SE 1/4 SW 1/4 25-9N-5E	Seminole	Oklahoma	2.00
Ward	NE 1/4 NW 1/4 & NE 1/4 NW 1/4 21-9N-5E	Seminole	Oklahoma	2.75

ORDERED by the court that all parties to this cause and all persons interested in the receivership estate be and they are hereby forever and perpetually enjoined from claiming or asserting by suit or otherwise any interest, lien, claim, title or right in or to said properties or any part thereof, and each of them and their successors and assigns be and they are hereby forever barred therefrom, and all liens, claims, titles, equity and title as aforesaid in and to said properties or any part thereof.

IT IS ORDERED by the Court that from the purchase price of said properties in the sum of \$4,100.00, the receiver herein shall pay the expenses of said sale and after deducting said expenses, shall compute the remainder of the net purchase price thereof into two sums, said computation to be based upon the appraised value thereof, in such manner as to determine the amount of purchase price paid for those properties which are covered by mortgage of the American-First Trust Company in Oklahoma City, as trustee, and to pay the said sum so determined to the American-First Trust Company in Oklahoma City, as trustee, upon the mortgage held by the said trustee of said property, which said mortgage the said American-First Trust Company in Oklahoma City as trustee shall also be First National Bank of East Germany of Tulsa as agent, and shall release in writing said properties and each and every part thereof, and after payment of said sum of purchase price to the American-First Trust Company in Oklahoma City as trustee, the balance of said purchase price of said properties shall be held by the receiver subject to the order of the court.

W. A. MORTGAGE, Receiver, November 11, 1938.

W. A. MORTGAGE
United States District Court.

RECEIVED OCT 11 1938
U. S. DISTRICT COURT
OKLAHOMA CITY

RECEIVED OCT 11 1938

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November, 1942.

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November 16, 1942.

WILSON, ... 1942

November 16th, 1942.

Present: ...

... to wit:

Plaintiff, ...

vs. ...

Defendant, ...

... it is ordered by the court, ...

...

Plaintiff, ...

vs. ...

Defendant, ...

...

and is accordingly, however, A. D. 1932, copies to be heard the matter of the
petition of the defendant, International Dairy Company, for permission to withdraw from the
files all of the exhibits now in the papers and files in the clerk's office in this
case; and the clerk is hereby ordered, and it is further ordered by the court that this suit and
all matters in controversy between the parties thereto have been settled and deter-
mined and there is no reason for said exhibits remaining in the files, and the court having
so ordered the clerk is hereby well and sufficiently advised by the premises:

It is ordered that defendant be and is hereby permitted to withdraw from the files
in this case all of defendant's exhibits now remaining in the clerk's office in the papers and
files; and the clerk of this court is hereby ordered and directed, upon application of said de-
fendant, or his attorney of record to deliver to said defendant or such attorney all of defen-
dant's exhibits now remaining in the clerk's office in the papers and files of this case.

Done at New York, New York, this 19th day of November, A. D. 1932.

H. B. LATHROP
Judge.

WITNESSES: filed by S. L. 1932
S. L. 1932, Clerk
U. S. District Court

IN SENATE AND HOUSE OF REPRESENTATIVES
OF THE UNITED STATES OF AMERICA

United States,
vs.

Plaintiff,

No. 507 Equity ✓

Jacob Lee Jones, et al,

Defendants.

OFFICE OF THE CLERK OF THE COURT

On the 15th day of November, 1932, copies of the petition, the United States in its
petition, the International Dairy Company, George Allen, et al, by its attorney, A. S. Williams,
and the clerk of the court, the Northern District of New York, and upon the Court's
public notice of said petition, by the United States Marshal for said District, under writ
of arrest, the clerk of the court, of the office of the clerk of the United States Dis-
trict Court for the Northern District of New York, on the 15th day of November, 1932, at New York, New York,
the following is the record of the proceedings:

That on the 15th day of November, 1932, copies of the petition, the United States in its

petition, the International Dairy Company, George Allen, et al, by its attorney, A. S. Williams,
and the clerk of the court, the Northern District of New York, and upon the Court's
public notice of said petition, by the United States Marshal for said District, under writ
of arrest, the clerk of the court, of the office of the clerk of the United States Dis-
trict Court for the Northern District of New York, on the 15th day of November, 1932, at New York, New York,
the following is the record of the proceedings:

That on the 15th day of November, 1932, copies of the petition, the United States in its
petition, the International Dairy Company, George Allen, et al, by its attorney, A. S. Williams,
and the clerk of the court, the Northern District of New York, and upon the Court's
public notice of said petition, by the United States Marshal for said District, under writ
of arrest, the clerk of the court, of the office of the clerk of the United States Dis-
trict Court for the Northern District of New York, on the 15th day of November, 1932, at New York, New York,
the following is the record of the proceedings:

That on the 15th day of November, 1932, copies of the petition, the United States in its
petition, the International Dairy Company, George Allen, et al, by its attorney, A. S. Williams,
and the clerk of the court, the Northern District of New York, and upon the Court's
public notice of said petition, by the United States Marshal for said District, under writ
of arrest, the clerk of the court, of the office of the clerk of the United States Dis-
trict Court for the Northern District of New York, on the 15th day of November, 1932, at New York, New York,
the following is the record of the proceedings:

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appointed receiver, to take care of said property, collect the same until the sale thereof, and report as aforesaid to court, to await the further order of the court.

A. B. HOSUELD,
JUDGE

W. J. WILLIAMS,
A. E. Williams, Plaintiff's Counsel

Filed Nov 28 1932
U. S. District Court
District of Oklahoma

IN RE RECEIVERSHIP OF THE ASSETS OF THE
OKLAHOMA BANK

Samuel J. Williams, et al.
Plaintiffs,
vs.
Alvin L. Jones, et al., a corporation,
Defendants.

Equity No. 780 ✓

O R D E R

On motion growing out of the report of A. B. Hosuehd, attorney for plaintiffs, permission is hereby granted to the undersigned to correct and amend his return of service of writs subpoena issued to the undersigned defendants, and served upon the defendant.

Dated this 28 day of Nov., 1932.

A. B. HOSUELD
District Judge.

Filed 4:10 P.M.
Nov. 28, 1932
U. S. District Court
District of Oklahoma

IN RE RECEIVERSHIP OF THE ASSETS OF THE
OKLAHOMA BANK

Samuel J. Williams, et al.
Plaintiffs,
vs.
Alvin L. Jones, et al., a corporation,
Defendants,
and
Paul Davis, et al.,
Interveners.

Equity No. 780 ✓

O R D E R

On motion growing out of the report of Paul Davis, et al., interveners, and report of A. B. Hosuehd, attorney for plaintiffs, and report of A. B. Hosuehd, attorney for defendants, and report of A. B. Hosuehd, attorney for interveners, permission is hereby granted to the undersigned to correct and amend his return of service of writs subpoena issued to the undersigned defendants, and served upon the defendant.

This is a copy of service of equity subpoena issued hereat at the instance of the intervenors
in the above case.

Dated this 26th day of Nov., 1948.

H. H. ...
District Judge.

Filed Nov 26, 1948 4:10 P.M.
H. H. ... Clerk
H. H. ... Court R.R.

JOHN W. ... ,
-vs-
... ,
Plaintiff,)
Defendants.)

No. 790 - Equity. ✓

On this 26th day of November, A. D. 1948, it is ordered by the Court, that
the motion to dismiss the above case be, and it is hereby, overruled. It is further ordered
that the motion to dismiss be sustained as to Mr. Anderson. Hereafter, the following witnesses are
subscribed and sworn to by the Court: J. J. Fennell, J. P. ... and there-
after, the motion to dismiss is sustained as to Mr. Anderson under the above order. It is further ordered
that the motion to dismiss be sustained as to Mr. Anderson.

JOHN W. ... ,
-vs-
... ,
Plaintiff,)
Defendant.)

No. 800 - Equity. ✓

On this 26th day of November, A. D. 1948, it is ordered by the Court that
the motion to dismiss the above case be, and it is hereby, overruled. It is further ordered, that the
motion to dismiss be sustained as to Mr. Anderson. Hereafter, the motion to dismiss is sustained as to Mr. Anderson.

On this 26th day of November, A. D. 1948, at 1:30 o'clock P.M., the Court, at the instance of the Defendant
has received the motion to dismiss the above case, and it is hereby, overruled. It is further ordered, that the
motion to dismiss be sustained as to Mr. Anderson. Hereafter, the motion to dismiss is sustained as to Mr. Anderson.

Court convened pursuant to adjournment, Tuesday, November 29, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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.

LEWIS HEISLER BALL and CHESTER H. LOVE-)
LAND, Receivers appointed by the District)
Court of the United States for the District)
of Delaware, for WESTERN CONTINENTAL)
UTILITIES, INC., a corporation of the)
State of Delaware, Plaintiffs,)

vs.)

SOUTHWESTERN STATES TELEPHONE COMPANY, a)
corporation created by and existing under)
the laws of the State of Delaware, Defendant.)

No. 803 In Equity. ✓

O R D E R

On this the 29 day of November, A. D. 1932, came on to be considered the Special Report and Petition of the ancillary receivers of the above Telephone Company for an order authorizing them to make payment of the interest due on the bonds referred to in said petition out of any available funds coming into their possession from the operation of the properties of the defendant corporation within this district, and it appearing to the court that an order was entered on the 16th day of November, A. D., 1932, by the Honorable John P. Nields, Judge of the District Court of the United States for the District of Delaware, Court of Primary Jurisdiction herein, directing the primary receivers appointed by such Court to make payment of the interest on said bonds referred to in said petition when and as the same mature from time to time out of funds available for that purpose, and it further appearing that there are substantial equities in the properties of the defendant corporation above the amount of the indebtedness of the defendant corporation secured by mortgages on such properties and that the net income from the operation of the entire properties of the defendant corporation now in receivership, is substantially in excess of the amount necessary to pay the interest on the secured indebtedness of the defendant corporation, and that the payment of such interest, as and when the same becomes due, from time to time, is necessary to preserve for the creditors and stockholders of the defendant corporation the said equities, and it therefore appearing to the court that it would be to the interest of the unsecured creditors and the stockholders of the defendant corporation to authorize the said receivers to pay such interest as and when the same falls due out of any funds available for that purpose;

IT IS ORDERED, ADJUDGED AND DECREED by the Court that the Ancillary Receivers of the said Telephone Company be and they are hereby authorized to pay, until the further order of the Court, the interest on the secured indebtedness of the defendant corporation, as set forth in the said Special Report and Petition as and when the same becomes due, from time to time, out of any funds that may come into the hands of said ancillary receivers available for that purpose.

This the 29 day of November, A. D., 1932.

F. E. KENNAMER
Judge

ENDORSED: Filed Nov 29 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until December 1, 1932.

Court convened pursuant to adjournment, Thursday, December 1, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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

J. FRANKLIN TAUSCH,	Complainant)	
)	
vs.	)	IN EQUITY NO. 684 ✓
)	
SUNRAY OIL COMPANY AND SUNRAY OIL CORPORATION,	Defendants)	

O R D E R

Upon filing and reading the petition of the Receiver herein, setting out that there had accumulated out of 1/8 of the oil and gas produced and saved from what is known as the Bowers Lease in Gray County, Texas, to the account of W. T. Coble, in the hands of the Sunray Oil Company prior to the Receivership herein, the sum of \$1,858.74, and since the Receivership the sum of \$235.07, making a total of \$2,091.81, the claims for which have been assigned by W. T. Coble to A. K. Swann of Tulsa, Oklahoma, and that the Receiver has been able to make an agreement to settle both of said sums for the sum of \$1,568.85, and it appearing to the Court that the said sums are moneys belonging to the said A. K. Swann as Assignee of W. T. Coble prior to the rights of the Receivership Estate or any creditor or mortgagee therein, and that said settlement should be approved and the payment ordered to be made; it is

ORDERED, ADJUDGED AND DECREED by the Court that C. H. Wright, Receiver herein, be and he is hereby ordered and directed to pay to A. K. Swann, as Assignee of W. T. Coble, the sum of \$1,568.85, in full of all amounts coming to said W. T. Coble out of 1/8 of the oil and gas produced from the above mentioned lease up to and including September 30, 1932; that the Receiver hereafter pay to W. T. Coble, as the same may be received, the accumulations of the said 1/8 interest until the total amount paid to the said W. T. Coble together with the amounts heretofore paid shall equal the amounts reserved by the said W. T. Coble in the various assignments of said lease.

Dated at Tulsa, Oklahoma, 1st day of December, 1932.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Dec 5 1932
H. P. Warfield, Clerk
U. S. District Court

SARAH C. CORBETT,	Plaintiff,)	
)	
-vs-	)	No. 734 - Equity. .
)	
THE STATE MINING CO.,	Defendant.)	

Now on this 1st day of December, A. D. 1932, it is ordered by the court that the above case be passed to January 16, 1933, at Miami, upon application of the Plaintiff herein.

Court adjourned to December 8, 1932.

Court convened pursuant to adjournment, Friday, December 2, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. District Court.
H. P. Warfield, Clerk, U. S. District Court.

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

JAMES G. CAHILL,	Plaintiff,)	
)	
-vs-		)	No. 759 - Equity. ✓
)	
THE BOARD OF EDUCATION OF PICHER, OTTWA CO., ET AL,	Defendants.)	

Now on this 2nd day of December, A.D. 1932, the above styled case is called for trial. Both sides present and announce ready for trial. opening statements of counsel are made. The Plaintiff introduces record evidence and depositions and rests. Thereafter, the Defendants introduce evidence and rest. And thereupon, upon being fully advised in the premises, it is ordered by the Court that judgment be entered for Plaintiff, quieting title, as per journal entry, as to bonds.

Court adjourned subject to call.

Court convened pursuant to adjournment, Saturday, December 3, 1932,

Present: Hon. F. E. Kennamer, Judge, U. S. District Court.
H. P. Warfield, Clerk, 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.

The Toledo Trust Company and James P. Schrider, Trustees, et al.,	Plaintiffs,)	
)	
vs.		)	No. 654 Equity ✓
)	
Enfisco Oil Corporation, et al.,	Defendants.)	

O R D E R

This matter coming on for hearing on this _____ day of December, 1932, upon the petition of the Receiver for authority to release a certain lease therein described, reserving the right to remove the casing and other material of Enfisco Oil Corporation therefrom, and the Court being advised in the premises,

IT IS ORDERED that the said Receiver be, and he is hereby, granted the authority prayed for by him to release the said lease as to the
South Half of the South Half of the South Half of the Northeast Quarter of
Section 9, Township 17 North, Range 13 East,
reserving the right for himself and his successors to remove the casing therefrom.

ENCLOSED: Filed In Open Court
Dec 3 1932
H. P. Warfield, Clerk U. S. Dist. Court.

F. E. KENNAMER
Judge

them, now or at any time, in and to the streets, alleys and other public places contiguous to the above described premises, and together with all the appurtenances, hereditaments, rents, issues and profits belonging to, and all the right, title and interest of said T. E. Genet and Mary Belle Genet, and/or either of them, in and to all leases and subleases on or to, said real estate.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the delivery of said deed to said purchaser the receiver, John T. Hays, heretofore appointed herein, forthwith deliver possession of the property so sold and conveyed, to said purchaser, his heirs or assigns.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the delivery of said deed as aforesaid the title to the real estate and property thereby conveyed and above described, as against each and every party to this cause and as against all persons claiming or to claim under them or either of them or any of them, be vested absolutely in said purchaser, his heirs and assigns, and that all such persons be, and they are forever prohibited and enjoined from setting up any claim or title as against the title of the purchaser acquired by means of said master's deed and from in any way interfering with or disturbing the said purchaser, his heirs or assigns in the full and free use and enjoyment of all the said property so acquired by said deed, provided however, that nothing in this decree shall be construed as cancelling or disturbing or affecting any leases or subleases upon said real estate and premises or any rights thereunder, acquired by said purchaser at said sale and included in said deed, and subject to his affirmation or rejection.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said purchaser, his heirs and assigns, shall hold and enjoy the above described premises and property with all the rights, privileges, hereditaments and appurtenances thereto belonging, as the same were held and enjoyed or were entitled to be held and enjoyed at any time by the defendants T. E. Genet and Mary Belle Genet, or either of them, and they and those claiming under them are forever barred and foreclosed from ever having, asserting or claiming any right, title, interest, estate or equity in or to said real estate and property or any part thereof, and the said purchaser, his heirs and assigns, shall hold the same free from all claims of every kind and nature of all parties to this cause and those claiming under them except as to any existing leases or subleases upon the premises conveyed and any rights thereunder acquired by said purchaser and subject to his affirmation or rejection as prescribed and provided for in the instruments evidencing said leases or subleases.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the compensation of the said special master for his services herein be and the same hereby is fixed at Fifty Dollars (\$50.00) and that the receiver heretofore appointed herein be and he hereby is ordered and directed to pay said amount to said special master out of the funds in his hands, and that from and after the execution and delivery of said deed as above directed, said special master be discharged from further services herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all questions not hereby disposed of, including the settlement of accounts of the receiver heretofore appointed herein and his discharge, and the amount to be allowed said receiver, or any further powers to be conferred upon him, are hereby reserved for future adjudication, and any party interested in such reserved questions may, at any time, apply to this Court for further orders and relief in respect thereof until the same are finally disposed of, and jurisdiction of this cause is retained in this Court for the purpose of determining all such reserved questions, and of enforcing the conditions of this decree and of any further orders and decrees made or to be made herein, and for the purpose of making such other and further orders and decrees as may be necessary and proper for the cause, including all matters heretofore reserved in any and all former orders and decrees herein, and that the said purchaser have and he hereby is given leave to apply to this Court for further directions and for any amendment or amendments of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that before the delivery of said deed to said purchaser said Special Master, demand and receive from said purchaser the remainder

Lease No. 2 - An oil and gas lease dated January 31, 1925 from E. J. Waltermire and Mattie E. Waltermire, his wife, Lessor, to M. V. Cadman and J. A. Johnson, Lessee, covering the

South Half (S2) of the Northwest Quarter (NW4) of Section 33, Township 21 North, Range 1 West, Noble County, Oklahoma, recorded in Book 25 at page 36 of said County records.

Lease No. 3 - An oil and gas lease from George Hempfling and Kate Hempfling, his wife, Lessor, and the Prairie Oil and Gas Company, Lessee, dated July 1, 1929, covering the

South Half (S2) of the Northeast Quarter (NE4) of Section 32, Township 21 North, Range 1 West, Noble County, Oklahoma; and

to the Barnsdall Oil Company, and upon reading and considering the contract and agreement with the Barnsdall Oil Company in connection therewith and considering the allegations of the petition with reference to payment of commission in connection therewith and the part payment and assignment of the consideration received therein to The American First Trust Company, in Oklahoma City, Trustee in the Mortgage Indenture against said property, and it appearing to the Court that it would be for the best interest of the receivership estate that the Receiver be authorized and empowered to make a conveyance and assignment of the interest of the receivership estate in said leases, and that the amount provided in said agreement to be paid is the fair and reasonable value of the interest in said leases and the contracts relating thereto, held by the Receiver, and that he should be authorized and directed to execute said agreement and contract, a copy of which is exhibited to the Court, a copy thereof being attached to the petition; and it further appearing to the Court that the consideration to be received for that part of the property described in said contract with the Barnsdall Oil Company covered by the mortgage to the American First Trust Company, in Oklahoma City, Trustee, is the cash consideration of Fifteen Thousand (\$15,000.00) Dollars and One Hundred Fifty Thousand (\$150,000.00) Dollars of the oil payment provided therein; it is therefore

ORDERED, ADJUDGED AND DECREED BY THE COURT that C. H. Wright, Receiver of the Sunray Oil Company be, and he is hereby authorized and directed by this Court to execute and deliver to the Barnsdall Oil Company the contract for the conveyance and assignment to the Barnsdall Oil Company of the interest of the receivership estate in and to the leases above described, upon the considerations and conditions set out in said contract, and to collect and receive from the Barnsdall Oil Company the consideration expressed in said contract therefor and to execute such assignments and conveyances as may be necessary and required to fully carry out said agreement, and the Sunray Oil Company is authorized and directed to join in any such assignments or conveyances as may be required to fully carry into effect the terms of said agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the execution and delivery of said agreement and receipt of the installments of cash consideration provided therein, that the Receiver shall pay to L. F. Brothers, broker in said transaction, five per cent. (5%) commission from the consideration to be received by the receivership estate under said agreement, to-wit: the sum of Ten Thousand Seven Hundred and Fifty (\$10,750.00) Dollars, as follows: the sum of Twenty-five Hundred (\$2500.00) Dollars upon receipt of the first payment of the cash consideration, the balance of Eight Thousand Two Hundred and Fifty (\$8,250.00) Dollars to be paid out of the Two Hundred Thousand (\$200,000.00) Dollars oil payments provided in said contract only as and when the payments thereof are received by the Receiver or the said Company, that is to say, 5% of any such oil payments shall, when said oil payments shall be received, be paid to the said L. F. Brothers, as a credit upon the balance of the Eight Thousand Two Hundred and fifty (\$8,250.00) Dollars commission.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that C. H. Wright, Receiver, be, and he is hereby authorized and instructed upon execution and delivery of said agreement for the sale and assignment of said leases and the release of said Mortgage Indenture by The American First Trust Company, in Oklahoma City, and upon the receipt by him of the payments of the cash consideration of Fifteen Thousand (\$15,000.00) Dollars provided in said agreement, and after payment therefrom of the sum of Twenty-five Hundred (\$2500.00) Dollars to said broker, execute and assign or pay the balance of said Fifteen Thousand (\$15,000.00) Dollars,

to-wit: Twelve Thousand Five Hundred (\$12,500.00) Dollars, as the same shall be received by him, to The American First Trust Company, in Oklahoma City, Trustee in said Mortgage Indenture, against said leases; and execute to said Trustee in said Indenture a good and sufficient assignment or transfer of the said cash payments amounting to the sum of Twelve Thousand Five Hundred (\$12,500.00) Dollars, and One Hundred Fifty Thousand (\$150,000.00) Dollars of the Two Hundred Thousand (\$200,000.00) Dollar payment out of oil, gas or casinghead gas, less the payments therefrom to be made to said broker, and said cash payment of Twelve Thousand Five Hundred (\$12,500.00) Dollars and said assignment of the One Hundred Fifty Thousand (\$150,000.00) Dollars of said Two Hundred Thousand (\$200,000.00) Dollar payment shall be, and is hereby, impressed with the lien of said Indenture and in lieu of the interest in said leases to be released from said Indenture by said Trustee; it is further ordered by the Court that the said payments to The American First Trust Company, in Oklahoma City, Trustee in said Mortgage Indenture, shall be paid, when received by said Trustee, upon the indebtedness remaining unpaid under said Mortgage Indenture and the bonds issued thereunder, as heretofore provided in the orders of the Court directing payment and credit of monies paid by the Receiver to said Trustee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that C. H. Wright, Receiver, hold the Fifty Thousand (\$50,000.00) Dollars of said Two Hundred Thousand (\$200,000.00) Dollar payment out of the oil, gas, and casinghead gas from said leases, and collect the proceeds thereof and pay therefrom, as if and when the same may be collected by the said Receiver, the proper proportion of the five per cent. (5%) broker's commission provided herein, and hold the balance of same subject to the further orders of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that C. H. Wright, Receiver, upon the completion of the sale and assignment of said properties and/or receipt and assignment of the proceeds as provided in this order, shall include the said transaction from time to time in his reports to this court as Receiver.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE

ENDORSED: Filed Dec 7 1932
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned until December 15, 1932.

Court convened pursuant to adjournment, Thursday, December 15th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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.

J. FRANKLIN TAUSCH,	COMPLAINANT,)	
)	
VS.	)	No. 684 Equity. ✓
)	
SUNRAY OIL COMPANY and)	
SUNRAY OIL CORPORATION,	DEFENDANTS.)	

O R D E R

On this 14th day of December, 1932, this cause regularly came on to be heard, on the application of THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, for an extension of time within which to file any claim that it may now have, or that may hereafter, within the limit of the extension granted, accrue to said applicant against the defendant companies, or either of them, in receivership herein, and at said time said applicant appeared by its solicitor, HORACE H. HAGAN, ESC., and the Court, being fully advised in the premises, finds that said application should be granted.

IT IS, THEREFORE, ORDERED AND ADJUDGED BY THE COURT that said applicant, THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, be and it hereby is granted until the 16th day of January, 1933, inclusive, within which to file any claim that it may now have, or any claim that, before the expiration of said additional time hereby granted, may accrue to it against the defendants herein, or either of them.

R. L. WILLIAMS
United States District Judge

O.K. HAGAN and GAVIN
Solicitors for Applicant

O.K. PAUL E. MALLAFERRO
Solicitors for Receiver.

ENDORSED: Filed Dec 15 1932
H. P. Warfield, Clerk
U. S. District Court JMR

Court adjourned until December 16, 1932.

EQUITY SESSION

TULSA, OKLAHOMA

FRIDAY, DECEMBER 16, 1932

Court convened pursuant to adjournment, Friday, December 16, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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

THE MISSOURI VALLEY BRIDGE & IRON
COMPANY,

vs.

J. H. MIDDLETON, ET AL,

)
)
) In Equity No. 284-E ✓
)
)

ORDER DIRECTING RECEIVER TO PAY A FINAL DIVIDEND UPON
CLAIMS AND APPROVING THE RECEIVER'S
REPORT.

This cause came on to be heard this day upon the further report of James W. Gullett, receiver herein, upon the progress of the liquidation in this and the several other jurisdictions wherein said James W. Gullett has been appointed and has acted as receiver for Subscribers at Associated Employers Reciprocal, and the court having examined said verified report and finding therefrom that an order providing for the payment of a final dividend upon claims substantially as hereinafter provided has heretofore been entered by the District Court of the United States for the Northern District of Illinois, Eastern Division, in the case of the Missouri Valley Bridge & Iron Company vs. W. T. Irwin, et al., In Equity No. 4318, to which cause the receivership pending herein is ancillary, and that three prior dividends aggregating 45% upon claims filed and allowed have heretofore been ordered and have been paid by the receiver, and the court having heard the suggestions of counsel and being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the report of the acts and doings of James W. Gullett, as receiver, contained in his said final report filed herein this day, including his receipts and disbursements, his estimated receipts and disbursements, necessary to close the receivership estate, and the adjustment of any minor variation (not exceeding Seventy-five Dollars (\$75.00) from said estimated amounts as a deduction from or addition to this final compensation as receiver allowed in the principal cause, the receiver's compromise settlement with financially embarrassed subscribers as set forth in said report, and his recommendation that no further attempt be made to realize upon unpaid judgments considered desperate, be and they are hereby approved; and

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the receiver be and he is hereby authorized and directed to pay upon claims heretofore duly allowed in this cause, a further and final dividend of 3.3334 percent, such dividend to be paid by check on the receiver's bank account in City National Bank and Trust Company of Chicago, Chicago, Illinois, payable to the order of each of the claimants upon the net amount of his claim as heretofore determined by the order of this court; in the case of claims of subscribers to be upon the net balance due to each such subscriber claimant after deducting from the gross claim allowed the amount due from such subscriber to the receiver on account of premiums, unearned savings, and assessments; and that said dividend checks shall provide among other things that they are to be cashed within a short period of time - not less than ten days from the date that they bear; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the receiver shall pay all money representing prior dividend checks which have not been cashed by the claimants and final dividend checks not cashed within said short period of time, to the Clerk of this Court, and shall give to the Clerk of this Court a list of the names and addresses of such claimants and of the respective amounts to which they are entitled, and shall also give notice of such deposit by letter addressed to such claimant at his last known address, and that the Clerk of this court be and he is hereby authorized and directed from time to time to pay such dividends to such claimants upon their request therefore; and

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the receiver shall pay said dividend as expeditiously as may be, and thereafter upon reporting said payment he shall be finally discharged as receiver in this cause.

ENTER:

December 16, 1932.

F. E. KENNAMER
Judge.

O.K. E. H. HEMMING
CHARLES E. FRANCE
Attorneys & SOLICITORS for the Receiver.

ENDORSED: Filed Dec. 16, 1932.
H. P. Warfield, Clerk,
U. S. District Court.

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

Wilson Clinton, an incompetent, by)
Cubah Clinton, his next friend, and)
Cubah Clinton for herself, Plaintiffs,)

vs.

In Equity No. 607 ✓

O. C. Coppedge, Federal Surety Company, a)
corporation, United States Fidelity &)
Guaranty Company, a corporation, et al.,)
Defendants.

JOURNAL ENTRY OF DISMISSAL

Now on this 16th day of December, 1932, the above entitled cause came on for hearing upon the motion of Robert W. Williams, as sole guardian of Wilson Clinton, an incompetent, Robert W. Williams, as guardian of Woodrow Clinton, Arthur Clinton and Carrie May Clinton, minors and children of Cubah Clinton, deceased, and George A. Martin, as administrator of the estate of Cubah Clinton, deceased, for leave to dismiss this cause with prejudice as to the defendant, United States Fidelity & Guaranty Company alone;

And it appearing to the court that all of the matters and things in controversy between the plaintiffs herein and said United States Fidelity & Guaranty Company have been fully settled and determined, the said motion is by the court allowed; and,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that this cause be, and the same is hereby, dismissed, with prejudice, as to any future action against the said United States Fidelity & Guaranty Company alone, at the cost of the plaintiffs.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Dec 16 1932
H. P. Warfield, Clerk
U. S. District Court

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

ST. LOUIS UNION TRUST COMPANY, a corporation, TRUSTEE,)	
	) Plaintiff,	
	)	No. 717 Equity ✓
vs.)	
)	
T. E. GENET and MARY BELLE GENET,	) Defendants.	

ORDER PERMITTING CORRECTION OF RETURN AND REPORT OF SALE AND MOTION TO CONFIRM SAME, AND CORRECTING DECREE OF CONFIRMATION.

NOV on this the 16th day of DECEMBER, 1932, the same being a regular day of the January, 1932, term of this court, the above cause comes on for further hearing upon the motion of John T. Hays, heretofore appointed special master to make sale of the property herein involved and hereinafter described, and of the plaintiff, St. Louis Union Trust Company, for leave to correct by interlineation the return and report of sale made by said John T. Hays as such special Master, and the motion of said plaintiff to confirm said sale, for the purpose of showing the correct name of the purchaser at said sale to be Mack A. Aldrich, and not Mark A. Aldrich, as erroneously stated therein, and the petition of the purchaser at said sale, Mack A. Aldrich, to correct the order and decree approving and confirming said sale in said petitioner, and to correct the spelling of the word "affirmance" in said decree, and to approve, ratify and confirm said special master's deed to said Mack A. Aldrich; and the court being fully advised in the premises finds that the purchaser at said sale was in truth and in fact said Mack A. Aldrich, and that the insertion of the name Mark A. Aldrich for Mack A. Aldrich in said return and report, and in said motion, and in said order and decree of confirmation was an error arising from an accidental slip, and that the misspelling of the word "affirmance," commencing at the end of the seventh line from the bottom of page 3 of said decree of confirmation, was a clerical mistake, and that said error and mistake should be corrected;

IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED, ADJUDGED AND DECREED that the said motion of said John T. Hays and the said plaintiff, St. Louis Union Trust Company, be, and the same hereby is sustained, and that they be and they hereby are authorized and directed to correct by interlineation the said return and report of sale and said motion to confirm said sale, to show the true name of said purchaser to be Mack A. Aldrich and not Mark A. Aldrich.

IT IS FURTHER BY THE COURT CONSIDERED, ORDERED, ADJUDGED AND DECREED that the order and decree of this court made and rendered on December 3, 1932, approving and confirming said return and report of sale and said sale, be and the same hereby is corrected to show that the true name of the purchaser at said sale is Mack A. Aldrich and not Mark A. Aldrich, and that wherever the name of Mark A. Aldrich appears in said order and decree the same should be and hereby is corrected to read as Mack A. Aldrich, and that said sale be, and the same hereby is confirmed in said Mack A. Aldrich under his true name of Mack A. Aldrich, and that he be, and he hereby is declared to be the purchaser at said sale, and that the deed by said special master, dated December 9, 1932, and recorded the same day in the office of the County Clerk of Tulsa County, State of Oklahoma, in Book 1041 at pages 337 to 342, both inclusive, conveying the property hereinafter described to Mack A. Aldrich in his true name be, and the same hereby is approved, ratified and confirmed, the property thereby conveyed and hereby confirmed in said purchaser being located and situate in Tulsa County, State of Oklahoma, and described as follows, to-wit:

All of the North Half ($\frac{1}{2}$) of Lot Two (2), in Block One Hundred Ninety (190), of the original Town (now City) of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat (the original United States Government plat and survey) thereof, being a tract or parcel of land fronting fifty feet (50') on the western line of Boston Avenue by a depth westwardly between parallel lines of one hundred forty feet (140') to an alley twenty feet (20') wide;

The court further finds that the defendants Fannie Watson Antonovich and P. M. Antonovich, her husband, are indebted to the cross-petitioner Minna J. Winters, assignee of the notes and mortgage of defendant, R. L. Jones, as alleged in the cross-petition of Minna J. Winters filed herein, in the sum of \$12039.03 with interest thereon at the rate of 7% per annum from the date hereof until paid, and the further sum of \$1,000.00 as attorney's fees.

The court further finds that the cross-petitioner Minna J. Winters has a valid, subsisting and enforceable mortgage upon the lands described in her cross-petition, being the real estate and premises hereinafter described, to secure the payment of the amount due said cross-petitioner, with interest, attorney's fees and her costs herein expended, and that the mortgage declared upon by said cross-petitioner in her cross-petition filed herein is a first and prior lien upon said premises and property to secure the payment of said indebtedness, subject only to the lien of the cross-petitioner Everarde B. McGehee; and that the mortgage of said cross-petitioner contains a waiver of appraisal, and that said cross-petitioner is entitled to a decree of foreclosure of his said mortgage.

The court further finds that the principal defendants Fannie Watson Antonovich and P. M. Antonovich, her husband, are justly indebted to the plaintiff in the sum of \$4,832.42 with interest thereon at the rate of 10% per annum from September 30, 1932, until paid, and for the additional sum of \$410.00 as attorney's fees, and that plaintiff is entitled to judgment for said sum with interest, attorney's fees and the costs of this action.

The court further finds that said defendants Fannie Watson Antonovich and P. M. Antonovich are justly indebted to the cross-petitioner, the American National Bank of Bristow, Oklahoma, in the sum of \$1,727.47 with interest thereon at the rate of 10% per annum from September 30, 1932, until paid, and an additional sum of \$141.80 as attorney's fees, and that said cross-petitioner is entitled to judgment against said defendants for said sum with interest, attorney's fees and its costs herein expended.

The court further finds that the mortgages of the plaintiff and the cross-petitioner the American National Bank of Bristow, Oklahoma, declared upon in this action, are valid, subsisting and enforceable mortgage liens upon the real estate and premises therein described and involved in this action, junior, inferior and subject only to the first lien of the cross-petitioner Everarde B. McGehee and the first mortgage lien of the cross-petitioner Minna J. Winters, to secure the payment of the amounts herein found due to the said parties, respectively; and that the mortgages herein declared upon and sought to be foreclosed by the plaintiff and cross-petitioner, the American National Bank of Bristow, Oklahoma, are coordinate liens, of equal priority.

The court further finds that the covenants and conditions of the mortgages declared upon in this action by the plaintiff and the cross-petitioner the American National Bank of Bristow, Oklahoma, have been broken, as alleged in plaintiff's amended petition and the cross-petition of the American National Bank filed herein, and that the plaintiff and said cross-petitioner are entitled to the foreclosure of their said mortgages, and that each of said mortgages contains a waiver of the appraisal of the premises and property therein described and mortgaged.

IT IS THEREFORE ordered, adjudged and decreed by the court that the cross-petitioner Everarde B. McGehee be and he hereby is decreed to be the owner of the tax sale certificates and tax liens declared upon in his cross-petition filed herein, and that under and by virtue thereof, said cross-petitioner hereby is decreed to have the first and prior lien upon the following described real estate situated in Creek County, Oklahoma, to-wit:

Lot 9 in Block 48, in the Town, now City of Bristow, Oklahoma, according to the recorded plat thereof;

to secure the payment of said indebtedness, with interest and his costs herein expended, amounting at this time to \$1651.37.

IT IS FURTHER ordered, adjudged and decreed by the court that the cross-petitioner Minna J. Winters have and recover judgment against the principal defendants Fannie Watson Antonovich and P. M. Antonovich for the sum of \$12039.03, with interest thereon at the rate of 7% per annum from the 30th day of September, 1932, until paid, and for the further sum of \$1000.00, as attorney's fees, and for her costs herein expended.

IT IS FURTHER ordered, adjudged and decreed that the mortgage held and owned by the cross-petitioner Minna J. Winters, declared upon in her cross-petition filed herein, be, and the same hereby is decreed to be a valid, subsisting, first and prior lien upon the above described real estate, to secure the payment of said indebtedness, with interest, attorney's fees and costs, subject only to the prior lien of the cross-petitioner Everarde B. McGehee; and that said mortgage lien be foreclosed and said premises sold to satisfy said indebtedness.

IT IS FURTHER ordered, adjudged and decreed by the court that the plaintiff have and recover judgment against the defendants Fannie Watson Antonovich and P. M. Antonovich, and each of them, for the sum of \$4,832.42 with interest thereon at the rate of 10% per annum from September 30, 1932, until paid, and for the additional sum of \$410.00 as attorney's fees, and the costs of this action.

IT IS FURTHER ordered, adjudged and decreed by the court that the cross-petitioner the American National Bank of Bristow, Oklahoma, have and recover judgment against the principal defendants Fannie Watson Antonovich and P. M. Antonovich, her husband, and each of them, for the sum of \$1,727.47 with interest thereon at the rate of 10% per annum from September 30, 1932., until paid, and for the additional sum of \$141.80 as attorney's fees, and for the costs herein expended by said cross-petitioner.

IT IS FURTHER ordered, adjudged and decreed by the court that the mortgages declared upon in this action by the plaintiff and the cross-petitioner the American National Bank of Bristow, Oklahoma, respectively, be and each of said mortgages hereby is decreed to be a valid, subsisting and enforceable lien upon the above described real estate and premises, subject only to the first lien thereon of the cross-petitioner Everarde B. McGehee, as hereinabove decreed, and subject to the prior mortgage lien of the cross-petitioner Minna J. Winters, as herein decreed; to secure the payment of said judgments in favor of the plaintiff and the cross-petitioner the American National Bank of Bristow, Oklahoma, for the sums due said plaintiff and said cross-petitioner under the judgments herein rendered, respectively; and that the said mortgages herein declared upon by the plaintiff and the cross-petitioner the American National Bank of Bristow, Oklahoma, be and the same hereby are ordered foreclosed and said premises and property sold to satisfy said judgments, with interest, attorney's fees and costs.

IT IS FURTHER ordered, adjudged and decreed by the court that the mortgage liens of the plaintiff and the cross-petitioner the American National Bank of Bristow, Oklahoma, be and the same hereby are decreed to be coordinate liens of equal priority, to secure the sums and amounts respectively due said plaintiff and said cross-petitioner, as aforesaid.

IT IS FURTHER ordered, adjudged and decreed by the court that the defendants Sheuerman Brothers, Inc., a corporation, Fred Siemen, doing business as Walco Garment Company, and Reuer & Steinberg, be and each of them are decreed to have no right, title, interest, estate or equity in and to the above described lands and premises.

IT IS FURTHER ordered, adjudged and decreed by the court that if the principal defendants Fannie Watson Antonovich and P. M. Antonovich, or either of them, fail for six months from the date of this judgment and decree to pay to the cross-petitioner Minna J. Winters, the plaintiff and the cross-petitioner the American National Bank of Bristow, Oklahoma, the sums and amounts for which judgments have herein been rendered, or if said principal defendants fail to pay any one of said judgment creditors, the judgment herein rendered in favor of such judgment creditor, with interest, attorney's fees and costs, an execution and order of sale may issue, upon praecipe being filed therefor with the Clerk of this court, directed to J. R. Miller of Sapulpa, Oklahoma, who is hereby appointed as Special Master to conduct the sale of said property under this decree, directing said Special Master to proceed to advertise and sell the above described premises and property, without appraisal, in the manner provided by law, at

AND NOW, TO WIT, this 16th day of December, A. D., 1932, came on to be heard the application of the Receivers filed herein for an order modifying paragraph 6 of the Order entered by this Court on the 15th day of November, A. D., 1932, by authorizing said Receivers to designate a national bank or trust company in Dallas as a central depository with which they may deposit monies coming into their possession belonging to the estate of which they are Receivers.

And it appearing to the Court that it would be to the best interests of said estate to authorize said Receivers to designate such national bank or trust company in Dallas as they may elect as a central depository;

IT IS THEREFORE ORDERED BY THE COURT that paragraph 6 of its Order entered herein on the 15th day of November, A. D., 1932, be and the same is hereby modified by authorizing said Receivers to designate such national bank or trust company in Dallas, Texas, as a central depository as they may elect, and said Receivers are hereby authorized and directed to deposit all monies coming into their possession as such Receivers in the national bank or trust company so designated by them in their names as such Receivers, until the further order of this Court.

F. E. KENNAMER
Judge

Entered this the _____ day of _____ A.D., 1932.

ENDORSED: Filed Dec 16 1932
H. P. Warfield, Clerk
U. S. District Court DC

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

Equitable Life Assurance Society of the)
United States, a corporation, Plaintiff,)
)
v.) In Equity No. 817 ✓
)
Clara M. Schmitt, Pearl Schmitt and Lola)
M. Miller, also known as Mrs. Flo)
Miller, Defendants.)

ORDER DIRECTING ISSUANCE OF PROCESS AND ENJOINING
THE INSTITUTION OR FURTHER PROSECUTION
OF PENDING ACTIONS

NOW, on this 16th day of December, 1932, the above entitled cause came on for hearing on the Bill of Interpleader of the plaintiff herein filed, requesting the issuance of process in this case and an order restraining and enjoining the defendants, and each of them, from instituting or further prosecuting any suit or action of any kind in any state or other Federal Court involving the contract of insurance set out in said Bill of Interpleader; and it appearing to the court from the verified Bill of Interpleader filed herein that the defendants named in said Bill of Interpleader each claim all or a portion of said insurance policy described in said Bill of Interpleader, and that said claims are adverse, and that two or more of said adverse claimants are citizens of different states, and claim to be entitled to said insurance; and it further appearing to the court that the equitable life Assurance Society of the United States has paid the full amount of said insurance due, to-wit, \$754.24 into the Registry of this court, there to abide the judgment of this court, and has made as defendants in said action, Clara M. Schmitt, Pearl Schmitt and Lola M. Miller, also known as Mrs. Flo Miller, and it further appearing to the court that the plaintiff herein has been sued in the District Court of Kay County, Oklahoma by Clara M. Schmitt, and that the said Pearl Schmitt and Lola M. Miller, also known as Mrs. Flo Miller, have threatened suit against the plaintiff herein; and it further appearing to the court that this action is within the original jurisdiction of this court, and that the

Court convened pursuant to adjournment, Monday, December 19th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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

J. FRANKLIN TAUSCH,	Complainant)	
)	
vs.	)	IN EQUITY NO. 684 ✓
)	
SUNRAY OIL COMPANY AND SUNRAY)	
OIL CORPORATION,	Defendants)	

O R D E R

Upon filing and reading the petition of the Receiver herein foran order approving and confirming the acts of the Receiver in selling to the Blue Dome Tire Repair, for the sum of \$50.00, the property described as follows:

- 1 - Mahogany Office Desk
- 1 - Glass Top
- 1 - Hall Tree
- 1 - Swivel Chair
- 2 - Straight Chairs

and the Court being fully advised in the premises finds that the above described property is no longer necessary for the operation of the Receivership Estate; that it is rapidly depreciating in value; that the sale thereof to the Blue Dome Tire Repair for the sum of \$50.00 is the best price obtainable and is its fair and reasonable value; that said sale is to the best interest of the Receivership Estate; and it is, therefore,

ORDERED, ADJUDGED AND DECREED that the acts of the Receiver herein in sellingthe above described property to the Blue Dome Tire Repair for the sum of \$50.00 should be and they are hereby approved and confirmed in all respects.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Dec 19 1932
H. P. Warfield, Clerk
U. S. District Court ME

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DIS-
TRICT OF OKLAHOMA

J. FRANKLIN TAUSCH,	Complainant)	
)	
vs.	)	IN EQUITY NO. 684 ✓
)	
SUNRAY OIL COMPANY AND SUNRAY OIL)	
CORPORATION,	Defendants)	

ORDER APPROVING CASINGHEAD GAS CONTRACT

to carry out the terms and conditions of said oil and gas mining lease.

Dated this 16th day of December, 1932.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Dec 19 1932
H. P. Warfield, Clerk
U. S. District Court ME

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

Marian S. Kerr, Administratrix, with)
Will annexed, of the Estate of A. T. W.)
Kerr, deceased, Plaintiff.)

vs.)

NO. 794 EQUITY ✓

Alexander H. Kerr and Company, Inc.,)
et al, Defendants.)

O R D E R

This cause coming on to be heard on this, the 19th day of December, 1932, upon the motion of the plaintiff to remand the above entitled cause to the District Court in and for Tulsa County, Oklahoma; the plaintiff appeared by her attorney Grover C. Spillers and the defendants appeared by their attorney Edgar A. de Meules, and after hearing argument, the Court being fully advised in the premises,

IT IS ORDERED That the motion of the plaintiff to remand the above entitled cause be and the same is hereby denied, to which action of the Court the plaintiff then and there excepted.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed Dec 20 1932
H. P. Warfield, Clerk
U. S. District Court ME

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

LOUIS T. GANSMANN, Plaintiff,)

-vs-

THE OAK GAS COMPANY, a corporation, THE)
LEWIS GAS COMPANY, a corporation, and) NO. 796 Equity ✓
CHARLES MEDERSKI of WILMOTVILLE, KANSAS or)
PALLINO, OHIO, Defendants.)

ORDER APPOINTING RECEIVERS

RE IT REMEMBERED that on this 3rd day of December, 1938, there came on for hearing, before the undersigned Judge of the United States District Court for the Northern District of Oklahoma, the petition of Louis Gasmann, plaintiff, for the appointment of a receiver for the Oak Gas Company, a corporation, and the Lenapah Gas Company, a corporation, plaintiff appearing by his counsel, Frank Hickman and Irvine M. Ungerman, and the defendants Oak Gas Company, a corporation, and Lenapah Gas Company, a corporation, appearing by their counsel, Lamb and Reed, and the Court having heretofore heard the evidence introduced by all the parties, and the argument of the counsel, and it appearing to the Court that the allegations contained in the verified Bill and amended Bill in Equity are true, and the Court having found that the affairs of the defendant corporations have been grossly mismanaged by its officers and directors to the damage of the stockholders and creditors and the Court having further found that the complainant is entitled to the relief prayed for in that said complainant has no adequate remedy at law save a decree appointing a receiver of the defendants Oak Gas Company and Lenapah Gas Company, in that it is necessary for the protection of the rights of the complainant in the Amended Bill in Equity and other stockholders that a receiver be appointed by this Court;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that W. A. Davis, of Nowata, Oklahoma, be and he is hereby appointed Receiver of the above named defendants Oak Gas Company and Lenapah Gas Company and of all of their assets and properties of every character and description wheresoever situated with full power and authority to demand, sue for, collect and receive and take into his possession all of the goods and chattels, rights and credits, monies and effects, lands and tenements, books, papers, choses in action, bills, notes and property of any and every description of defendants Oak Gas Company and Lenapah Gas Company, wheresoever situated;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said receiver be and he hereby is authorized and empowered to institute, prosecute and defend, compromise, adjust, intervene in or become party to such suits, actions, proceedings at law or in equity, including ancillary proceedings in state or federal courts, as may in his judgment be necessary or proper for the protection, maintenance and preservation of the assets of the defendant or the carrying out of the terms of this decree, and likewise to defend, compromise or adjust or otherwise dispose of any or all suits, actions or proceedings instituted against him as receiver or against the defendants Oak Gas Company and Lenapah Gas Company and also to appear in and conduct the prosecution or defense of any suit or adjust or compromise any actions or proceedings now pending in any court by or against the defendants Oak Gas Company and Lenapah Gas Company, and also to appear in and conduct the proceedings now pending in any court by or against the defendants Oak Gas Company and Lenapah Gas Company, and also to appear in and conduct the proceedings now pending in any court by or against the defendants Oak Gas Company and Lenapah Gas Company where such prosecution, defense or other disposition of such suits, actions or proceedings will in the judgment of said receiver be advisable or proper for the protection of the properties of the defendants Oak Gas Company and Lenapah Gas Company.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants Oak Gas Company and Lenapah Gas Company, and all persons and any persons acting upon its direction shall upon a presentation of a copy of this order deliver to the receiver above named any and all properties of defendants Oak Gas Company and Lenapah Gas Company in their possessions or under their control.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said defendants Oak Gas Company and Lenapah Gas Company, its officers, agents, servants and attorneys, and all persons claiming under it shall be and hereby are restrained from interfering with said receiver taking possession of said property and to desist from the doing of any acts antagonistic to the rights of the receiver herein named.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said receiver be and is hereby authorized in his discretion to appoint and employ counsel and such persons as may be advisable or deemed necessary in the control, custody or maintenance of the properties of the defendants Oak Gas Company and Lenapah Gas Company.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bond of said receiver shall be in the sum of Two Thousand Dollars, conditioned that he will well and truly perform the duties of his office and duly account for all monies or properties which may come into his hands and abide by and perform all things which he shall be directed to do herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said receiver be and is hereby authorized to conduct, manage and operate the business of the defendants Oak Gas Company and Lenapah Gas Company, until the further order of this Court with the full authority to carry on, manage and operate said business, to buy and sell products of the defendants Oak Gas Company and Lenapah Gas Company, for cash or on credit as may be deemed advisable by the said receiver.

IT IS FURTHER ORDERED that the said defendants are allowed exceptions to all of the foregoing order.

F. E. KENNAMER
United States District Judge.

APPROVED: FRANK HICKMAN
IRVINE E. UNGERMAN
Attorneys for Plaintiff.

LAMB & REED
Attorneys for Defendants Oak Gas Company and
Lenapah Gas Company.

ENDORSED: Filed Dec 19 1932
H. P. Warfield, Clerk
U. S. District Court M

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

INTERSTATE TRUST & BANKING COMPANY,)
et al, Trustees,) Plaintiffs,)
)
vs.) In Equity No. 800. ✓
)
COMMERCIAL INVESTMENT CORPORATION,)
et al,) Defendants.)

ORDER OVERRULING MOTION FOR FURTHER AND BETTER STATEMENT.

On this 3rd day of December, 1932, this cause came on to be heard on the motion of the defendant Loren Conaway for a further and better statement, and was argued by counsel, and thereupon, on consideration thereof, it was ordered, adjudged and decreed that said motion be and the same is hereby, overruled, to which action of the court the said defendant at the time excepted.

Thereupon it was ordered that said defendant be and he is hereby given twenty (20) days from this date in which to file his answer herein.

O.K. as to form: F. E. KENNELER, Judge.
POWELL CLAYTON, Attorney for Plaintiffs
R. J. LUCAS, Attorney for defendant Conaway.

ENDORSED: Filed Dec 19 1932
H. P. Warfield, Clerk
U. S. District Court M

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

Marian S. Kerr, Administratrix, with Will
annexed of the Estate of A. T. W. Kerr, de-
ceased,)
Plaintiff,)
vs.)
Alexander H. Kerr and Company, Inc., et al,
Defendants.)

EQUITY NO. 818 ✓

ORDER SUPPRESSING NOTICE TO TAKE DEPOSITIONS AND
QUASHING SUBPOENA DUCES TECUM

This cause coming on to be heard on this, the 19th day of December, 1932, upon the motion of the defendants Alexander H. Kerr and Company, Inc., Kerr Glass Manufacturing Corporation, and Ruth Kerr, to suppress notice to take depositions and to quash subpoena duces tecum issued thereupon, the plaintiff appeared by her attorney Grover C. Spillers and the moving defendants by their attorney Edgar A. de Meules, and the court being fully advised in the premises,

IT IS ORDERED that the notice to take depositions issued on the 13th day of December, 1932, notifying the defendants that depositions in this cause would be taken on the 15th day of December, 1932, at the County Court House in Tulsa, Oklahoma, be and the same is hereby suppressed; and that the subpoena duces tecum issued by the Honorable John P. Boyd, County Judge, in and for Tulsa County, Oklahoma, under date of December 13th, 1932, directed to the Exchange National Bank of Tulsa, Oklahoma, and to Elmo Thompson its Vice-President, be and the same is hereby quashed.

F. E. KENNAMER
DISTRICT JUDGE.

ENDORSED: Filed Dec 19 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until December 20, 1932.

Court convened pursuant to adjournment, Tuesday, December 20th, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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.

CLARENCE TINGLEY, Administrator of
Victor Clifford,)
Plaintiff,)

vs.

In Equity No. 201.

JOHNS-MANVILLE INC.,)
Defendant.)

O R D E R

NOW on this 16th day of DECEMBER, 1932, the above entitled cause came on for hearing upon the motion of the plaintiff to vacate the order requiring him to answer the defendant's interrogatories; the plaintiff appeared by F. E. Riddle, his attorney; the defendant appeared by William Gates, Jr., and H. S. French, its attorneys; Gerald W. O'Brien, special master heretofore appointed herein, appeared by S. S. Lawrence, his attorney; Lewis J. Bicking appeared in person; thereupon the defendant, Johns-Manville Inc. was granted leave to file a motion to strike the plaintiff's said motion and to file a motion to dismiss supported by an affidavit of William Gates, Jr.; thereupon the court heard the argument of counsel, and being fully advised in the premises finds that defendant's said motion to strike should be overruled, that plaintiff's said motion to vacate should be overruled, and that defendant's said motion to dismiss should be overruled, and that the plaintiff should be ordered to pay the special master's fee heretofore taxed as costs herein.

IT IS THEREFORE BY THE COURT ORDERED, ADJUDGED and DECREED that the defendant's said motion to strike be, and the same hereby is overruled;

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the plaintiff's said motion to vacate be, and the same hereby is overruled; to which ruling of the court plaintiff excepts and his exception is allowed;

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant's said motion to dismiss be, and the same hereby is, overruled; to which ruling of the court the defendant excepts and its exception is allowed;

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the plaintiff shall, within fifteen (15) days from the said 16th day of December, 1932, bring in all parties having or claiming any right, title or interest in or to either one or both of the patents involved in the above entitled action and that in the event all such parties are not so brought in within such time plaintiff's supplemental bill in the nature of an original bill shall be dismissed; to which ruling of the court the plaintiff excepts and his exception is allowed;

IT IS FURTHER ORDERED, ADJUDGED and DECREED that in the event all such parties claiming an interest in said patents shall be so brought in that said plaintiff shall answer the defendant's said interrogatories within fifteen (15) days after such parties shall have been so brought in; to which ruling of the court the plaintiff excepts and his exception is allowed;

IT IS FURTHER ORDERED, ADJUDGED and DECREED that said plaintiff shall, within fifteen (15) days from the said 16th day of December, 1932, pay the master's fee of TWO HUNDRED FIFTY (\$250.00) DOLLARS heretofore taxed as costs herein, and in the event the said plaintiff shall fail to so pay such master's fee his said supplemental bill in the nature of an original bill shall stand dismissed; to which ruling of the court the plaintiff excepts and his exception is allowed.

F. E. KENNEDY
District Judge.

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

James G. Cahill, Complainant,
vs.

The Board of Education of the City of Picher,
of the State of Oklahoma, designated as Independent
School District No. 15, Ottawa County, State of
Oklahoma, a body corporate and politic; Earl
Hutchins, D. Starr, Ray Morris, A. J. Good and
Dee Montgomery, members of the Board of Education
of Independent School District No. 15, Ottawa
County, State of Oklahoma; Grace Gillespie,
Treasurer of the Board of Education of Independent
School District No. 15, Ottawa County, State of
Oklahoma; H. M. Rider, County Treasurer of Ottawa
County, State of Oklahoma; A. J. Lampkin, County
Clerk of Ottawa County, State of Oklahoma; T. C.
Young, County Assessor of Ottawa County, State of
Oklahoma; and Joe K. Woolard, Ike Bingham and
Clarence Dawson, constituting the Excise Board of
Ottawa County, State of Oklahoma, Respondents.

No. 759 EQUITY ✓

JOURNAL ENTRY

This cause came on regularly for hearing before the undersigned Judge of the United States District Court for the Northern District of Oklahoma on this 2nd day of December, 1932, complainant appearing by and through his attorneys of record, Eddy, Johnson, Crowe & Tolbert, and A. N. Murphy and the defendants, and each of them, appearing by their attorney of record, Wm. M. Thomas, and both complainant and respondents announced ready for trial and the court thereupon proceeds to hear the evidence of both parties and the argument of counsel, and upon consideration thereof, finds:

That complainant is a non-resident of the State of Oklahoma and is and was at the time of the filing of his complaint therein a resident and citizen of the State of Missouri, and that diversity of citizenship exists between complainant and respondents, and that the amount involved herein exceeds the sum of three thousand (\$3,000.00) dollars.

The court further finds that on or about the 31st day of February, 1922, respondent, the Board of Education of the City of Picher, State of Oklahoma, for and on behalf of itself and Independent School District No. 15, Ottawa County, Oklahoma, duly and regularly made, executed and delivered its negotiable coupon bonds in the aggregate principal amount of fifty thousand (\$50,000.00) dollars for the purpose of funding a like amount of the legal outstanding judgment indebtedness of said Board of Education, on said said bonds were delivered from 1 to 50, both inclusive, bearing the following maturity dates:

- Bonds numbered 1 to 10, both inclusive Feb. 21, 1927
- Bonds numbered 11 to 20, " " Feb. 21, 1928
- Bonds numbered 21 to 30, " " Feb. 21, 1929
- Bonds numbered 31 to 40, " " Feb. 21, 1932
- Bonds numbered 41 to 50, " " Feb. 21, 1947

The respondent, James G. Cahill, was, at the time of the filing of his complaint herein, and is now the owner of bonds numbered 11 to 20, both inclusive, of said issue aforesaid, and the said complainant purchased bonds numbered 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in the open market on May 17th, 1922, for an amount in excess of the full amount of interest on said bonds and at a time when no question had been raised as to the validity of

said bonds, and that he purchased the same in good faith, for valuable consideration, and became an innocent purchaser thereof, without notice of any claimed defects in and to said bonds and that on January 29th, 1923, complainant purchased bonds numbered 34 and 35 in the open market at a sum in excess of par and accrued interest, and at a time when there had been no default in the payment of said bonds and the invalidity thereof had not been asserted, and that complainant was an innocent purchaser, for valuable consideration, without notice, of said bonds aforesaid.

The court further finds that at various times during the year 1922, one Andrew Baur purchased from the Piersol Bond Company bonds numbered 14, 15, 16, 17, 18, 19, 20, 24, 25, 26, 27, 28, 29, 30, 36, 37, 38, 39, 40, 44, 45, 46, 47, 48, 49 and 50, in the open market, before maturity, and at a price in excess of par and accrued interest, and at a time when there had been no default in the payment of said bonds or interest coupons, and at a time prior to the assertion of any invalidity of said bonds, and that by virtue thereof, the said Andrew Baur became an innocent purchaser thereof, for value, without notice; that on the 23rd day of May, 1932, complainant acquired from the said Andrew Baur said above numbered bonds previously purchased by him, and was at the time of the filing of complaint herein, and is now, the legal owner and holder thereof and by virtue thereof, became a holder in due course of said bonds so acquired from said Baur and became entitled to all the rights and privileges of Andrew Baur in the ownership of said bonds.

The court further finds in the purchasing of said bonds aforesaid, the said complainant and the said Andrew Baur relied upon the recitals in said bonds, and the certificates thereto attached, and acquired the same without notice or knowledge of the judgment indebtedness funded by said bonds, or of the legality thereof, and that said respondents, and each of them, are estopped from asserting the invalidity of said bonds against complainant, or from refusing to pay said bonds and the interest coupons thereto as and when the same become due, and that complainant is entitled to have his title in and to said bonds, and the coupons thereto attached, established and quieted in him.

The court further finds that said respondents have failed and refused to pay the coupons attached to said bonds aforesaid, which became due and payable on February 21st, 1932 and have failed and refused to pay the principal installment due on said bonds on February 21st, 1932, said bonds so maturing at said time bearing numbers 11 to 20, both inclusive, and that said respondents have failed and refused to pay the interest coupons which matured and became payable on the 21st day of August, 1932, but that said respondents have made an appropriation for the payment of said interest coupons as and when the same fell due, and for the payment of said principal installment, as and when the same fell due, and the cash for said funds, to the credit of the sinking fund of said Board of Education of the City of Picher, Oklahoma, is available to pay said interest coupons and the principal installment which are now due and payable.

The court further finds that said complainant is entitled to a decree of this court, enjoining said respondents, and each of them, from failing and refusing to provide funds for the retirement of said coupons and bonds, as and when the same fall due, and from failing and refusing to pay said interest coupons and said principal installments as and when the same fall due, and to a mandatory injunction, commanding said respondents to pay each and all of said coupons and principal installments as and when the same become due and payable and to continue to pay the same until said bonds and coupons are fully paid as and when the same become due and payable.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the right and title of complainant, James G. Hill, in and to bonds numbered 11 to 50, both inclusive, and each thereof, and to the coupons thereto attached, of said issue of February 21st, 1922, by respondent, Board of Education of the City of Picher, Oklahoma, be, and the same is hereby established, quieted and confirmed in said complainant as against all claims of said respondents and their successors in office, and the said respondents, and each of them, are hereby forever perpetually enjoined and restrained from asserting any defense to such bonds, and each of them, or from asserting their invalidity in any respect.

It is further ORDERED, ADJUDGED AND DECREED by the court that said respondents, and their successors in office, be, and they are hereby perpetually restrained and enjoined from

Court convened pursuant to adjournment, Saturday, December 24th, 1932.

Present: Hon. F. M. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

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

DONALD D. BURCH,	Plaintiff,)	
)	
vs.	)	No. 597 - Equity. ✓
)	
BAKER OIL TOOLS, INC.,	Defendant.)	

ORDER REQUIRING DEFENDANT TO SUPPLEMENT ITS
STATEMENT OF ACCOUNT FILED HEREIN

On this 24th day of December, 1932, on motion of plaintiff, the parties appearing by their respective solicitors,

IT IS ORDERED, that defendant supplement its statement of account filed herein pursuant to the provisions of interlocutory decree herein drawn November 19th, 1932, by a statement in writing, duly verified by some officer of defendant, the number, sizes and dimensions of cement float shoes and cement float collars, in said interlocutory decree described and referred to as having been sold by it from September 1st, 1930, to September 12th, 1932, during each quarter yearly period during the time last above described, the first quarter to be treated as commencing upon June 30th, 1930, the date described in the contract of the parties; such supplement shall be served on solicitors for plaintiff and filed herein on or before January 15th, 1933.

F. M. KENNAMER
District Judge

O.K. TOWNSEND & LOEUIS
BIDDISON CAMPBELL BIDDISON & CAMPBELL
Solicitors for Defendant

O.K. MARSHALL & COBB, for Plaintiff

ENTERED: Filed Dec 24 1932
H. P. Warfield, Clerk
U. S. District Court

MARIAN S. WERR, ADICK, ET AL,	Plaintiffs,)	
)	
-vs-	)	No. 794 - Equity ✓
)	
ALEXANDER W. WERR, ET AL,	Defendants.)	

Now on this 24th day of December, A. D. 1932, it is ordered by the Court that Plaintiff be given two additional days to file amended Bill of Complaint.

Court adjourned until December 31st, 1932.

Court convened pursuant to adjournment, Thursday, December 29, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, 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.

MISSISSIPPI VALLEY TRUST COMPANY, a)
corporation, Trustee,) Plaintiff,)

-vs-

No. 478 - Equity. ✓

OKLAHOMA UNION RAILWAY COMPANY, a)
corporation,) Defendant.)

O R D E R

On this 29th day of December, A. D. 1932, on application of the plaintiff herein, and for good cause shown,

IT IS ORDERED that the time-limitation, within which, under prior orders of the Court, the sale of the property of the defendant may be held pursuant to the final Decree of Foreclosure, be rescinded and vacated and that said limitation be hereafter, upon proper application finally fixed and that jurisdiction in the premises be and the same is hereby expressly reserved.

F. E. KENNAMER
United States District Judge

O.K. T. W. PIERCE, Solicitor for Plaintiff

RECORDED: Filed Dec 29 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until December 30, 1932.

Court convened pursuant to adjournment, Friday, December 30, 1932.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
H. P. Warfield, Clerk, U. S. District Court.

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

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

United States,	Plaintiff,) No. 729 Equity ✓
vs.)	
Mary L. Tinker, et al,	Defendants.)	

ORDER ALLOWING AMENDMENT TO BILL OF COMPLAINT.

Now on this 30th day of December, 1932, this cause came on regularly to be heard on plaintiff's motion to amend the Bill of Complaint herein by interlineation, by adding the word "minor" after the name of Hazel Linley, in the fourth line from the bottom of page two of said Bill of Complaint, and by inserting the word "minor" after the name of Leonard Linley, in the third line from the bottom of page two of the Bill of Complaint; and the Court being advised in the premises, sustains said motion and said Bill of Complaint is ordered amended in conformity herewith.

F. S. FORNABER
JUDGE

F.K. A. A. WILLIAMS
A. S. WILLIAMS,
Assistant United States Attorney

ENTERED: Filed Dec 30 1932
H. F. Farfield, Clerk
U. S. District Court

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

United States,	Plaintiff,) No. 729 Equity ✓
vs.)	
Mary L. Tinker, et al,	Defendants.)	

ORDER APPOINTING GUARDIAN OF ESTATE

Now on this 30th day of December, 1932, this cause came on for hearing on plaintiff's application for the appointment of a guardian of the estates, Hazel Linley and Leonard Linley, and came on for trial, and the Court being fully advised in the premises, sustains said application and orders to the Court to appoint Clarence Lohman as guardian of the estate of said Hazel Linley, and there being no objections to said appointment; it is the order and judgment of the Court that the said Clarence Lohman, an Attorney at Law, of Muskogee, Oklahoma, be and he is hereby appointed guardian of the estate of said Hazel Linley and Leonard Linley, and that the said Clarence Lohman shall be and he is authorized to execute and perform all such duties as may be required of him in the premises.

F. S. FORNABER
JUDGE

F.K. A. A. WILLIAMS,
Assistant United States Attorney

ENTERED: Filed Dec 30 1932
H. F. Farfield, Clerk
U. S. District Court

FEDERAL DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF OKLAHOMA.

Marian S. Kerr, Administratrix, with will annexed of the Estate of A. T. W. Kerr, deceased, Plaintiff,

vs.

Alexander H. Kerr & Company, Inc., Kerr Glass Manufacturing Corporation, Ruth Kerr, J. A. Bernier and C. H. Hubbard, Defendants

No. 794 Equity

Marian S. Kerr, Administratrix with will annexed of the Estate of A. T. W. Kerr, deceased, Plaintiff

vs.

Alexander H. Kerr & Company, Inc., Kerr Glass Manufacturing Corporation, Ruth Kerr, J. A. Bernier and C. H. Hubbard, Defendants.

No. 818 Equity

ORDER CONSOLIDATING CAUSES AND GRANTING RESTRAINING ORDER

These causes coming on for hearing before me, F. E. Kennamer, Judge of said Court, on the application of plaintiff to remand, and on motion of defendants to dissolve the temporary restraining order in the District Court of Tulsa County, Oklahoma, and to dismiss these causes for want of equity; and the plaintiff appearing by her attorneys, Yancey, Spillers & Brown, by G. C. Spillers, and the defendant, J. A. Bernier, appearing in person, and all other defendants appearing by their attorneys, Ramsey, deMeules, Martin & Logan, by Edgar deMeules; and both parties having announced ready to proceed, and the court having heard the argument of counsel and having considered the citations of authorities, and being fully advised in the premises, finds:

That the motions to remand should be overruled, to which the plaintiff excepts; that the motion of the defendants to dissolve the temporary restraining order issued by the District Court of Tulsa County, Oklahoma, should be sustained; that the motion of the defendants to quash the subpoena duces tecum should be sustained, to which the plaintiff excepts; that the above entitled causes should be consolidated, and the plaintiff should be given five days from and after the date hereof within which to file an amended complaint, to which the defendant except; that the ruling on the separate motions of defendants to dismiss should be reserved by the court. The court further finds that the temporary restraining order should issue herein, restraining the defendants from selling or attempting to sell the stock pledged to secure the indebtedness referred to in the complaints herein, returnable in ten days, to which the defendants except.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the separate motions of the plaintiff to remand these causes to the District Court of Tulsa County, Oklahoma, be and the same are hereby overruled, to which the plaintiff excepts; that the restraining order heretofore issued in Cause No. 818 Equity above mentioned be and the same is hereby set aside, to which the plaintiff excepts; that the motion to quash the subpoena duces tecum issued in the above mentioned cause, being cause No. 818 Equity, be sustained, to which plaintiff excepts; that the separate motions of the defendants to dismiss the complaints herein be reserved by the court; and it is further ordered that the above causes be and they are hereby consolidated for all further proceedings.

IT IS FURTHER ORDERED that the plaintiff be and she is hereby given five days from and after the date hereof, within which to file an amended bill of complaint herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the defendants, their agents, attorneys, and all persons acting under and by virtue of authority of them or any of them, be and are hereby restrained from disposing of or in any manner encumbering the shares of capital stock of the deceased, A. T. W. Kerr, in Alexander H. Kerr & Company, Inc., and the Kerr Glass Manufacturing Corporation, until the further order of this court, and this restraining order is hereby made returnable within ten days from and after the date hereof, to which the defendant except.

Done in open court this the 20th day of December, 1932.

F. E. KENNAMER
Judge

ENDORSED: Filed Dec 30 1932
H. P. Warfield, Clerk
U. S. District Court DC

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

Marian S. Kerr, Administratrix with will annexed, of the Estate of A. T. W. Kerr, deceased,)	
)	
Plaintiff,	)	No. 794 Equity and 818 Equity
	)	Consolidated
vs.)	
)	
Alexander H. Kerr & Company, Inc., Kerr Glass Manufacturing Corporation, Ruth Kerr, J. A. Bernier, and C. H. Hubbard, Defendants.)	

ORDER CONTINUING RESTRAINING ORDER IN FULL FORCE AND EFFECT, SETTING THE SAME FOR HEARING, AND APPOINTING COMMISSIONER TO TAKE DEPOSITIONS.

This cause coming on for hearing before me, F. E. Kennamer, Judge of said court, on the application for temporary injunction; the plaintiff appearing by her attorneys, Yancey, Spillers & Brown, by G. C. Spillers, and the defendants appearing by their attorneys, Ramsey, DeFeules, Martin & Logan, by Villard Martin; and it appearing to the court that certain depositions should be taken to be used by the plaintiff on such hearing, and that the temporary restraining order should be continued in full force and effect, and a commissioner appointed to take depositions in Los Angeles County, California;

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the temporary restraining order heretofore issued in this cause be and the same is hereby continued in full force and effect, and the defendants, their agents, attorneys, and any and all persons acting under and by virtue of authority of them, or any of them, are hereby restrained from disposing or attempting to dispose of, or in any wise encumber, or transfer the notes in controversy herein until the further order of this court, to which the defendants except. That the application for temporary injunction is hereby set for hearing at the hour of 9:30 a. m., on the 17th day of January, 1933, to which the defendants except.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the plaintiff be and she is hereby given leave to take the depositions, before Howard Frowse, as commissioner of this court, or Rube Kerr, Basil Jones and G. A. Murray in Los Angeles, County, California.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT Howard Frowse, be and he is hereby appointed commissioner to take the depositions of the above-named witnesses, and he is hereby

authorized to subpoena said witnesses and to take their depositions on the 6th day of January, 1933, between the hours of 8 o'clock a. m. and 6 o'clock p. m., of said day, and to recess and continue the taking of same from day to day until the said depositions are completed; and to have the same transcribed and signed by the witnesses; to certify the same and to place the same in an envelope with proper amount of postage thereon addressed to the Clerk of the United States District Court for the Northern District of Oklahoma, Tulsa, Oklahoma.

IT IS FURTHER ORDERED that the expense of taking the depositions shall be taxed as costs in the case.

Dated this 30th day of December, 1932.

F. E. KENNEDY
Judge

ENDORSED: Filed Dec 30 1932
W. P. Warfield, Clerk
U. S. District Court DC

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

Hobbs Western Company, Plaintiff,)
v.) In Equity No. 801 ✓
St. Louis-San Francisco Railway Company, Defendant.)

ORDER GRANTING JAMES M. KURN AND JOHN G. LONSDALE, RECEIVERS, AUTHORITY TO BORROW MONEY BY THE ISSUANCE AND PLEDGE OF RECEIVERS' CERTIFICATES.

The petition of James M. Kurn and John G. Lonsdale, Receivers heretofore appointed in this cause, for authority to borrow money by the issuance and pledge of Receivers' Certificates, coming on to be heard, the complainant and the defendant both consenting thereto by their respective counsel, and it appearing to the Court that the United States District Court within and for the Eastern Division of the Eastern District of Missouri, said Court being the court of primary jurisdiction in this cause, heretofore, to-wit, on December 26th, 1932, made and entered an order in this cause, authorizing said Receivers to borrow money by the issuance and pledge of certificates of indebtedness in an aggregate amount of \$5,000,000 par value, the said order being in words and figures as follows:

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI - EASTERN DIVISION

HOBBS WESTERN COMPANY Plaintiff)
vs)
St. Louis-San Francisco Railway Company, Defendant.)
In Equity No. 19,165

ORDER GRANTING JAMES M. KURN AND JOHN G. LONSDALE, RECEIVERS, AUTHORITY TO BORROW MONEY BY THE ISSUANCE AND PLEDGE OF RECEIVERS' CERTIFICATES.

This order came on to be heard at this time upon the petition of J. M. Kurn, and John G. Lonsdale, Receivers of the defendant, St. Louis-San Francisco Railway Company (hereinafter called the "defendant") verified the 20th day of December, 1932 (Petition No. 14)

and was argued by counsel. It duly appearing to the Court that notice of the hearing of said petition has been given to the respective Trustees under the several mortgages hereafter described and covering properties of the Railway Company, by serving a copy of said petition together with a copy of Order No. 14 herein, and notice of the time and place of the hearing of said petition, upon Bankers Trust Company and Walter W. Smith, as Trustees under Kansas City, Fort Scott and Memphis Railway Company Refunding Mortgage, dated August 23, 1901; Central Man-over Bank & Trust Company and Daniel K. Catlin, as Trustees under the Prior Lien Mortgage, dated July 1, 1918, of the Railway Company; and The Chase National Bank of the City of New York and John A. Aid, as Trustees under the Consolidated Mortgage, dated March 1, 1928, of the Railway Company; and that due, regular and sufficient service of said petition, order and notice upon each of the above-named parties has been made, and that proof of such service is on file in this cause, and that plaintiff Hobbs Western Company and the defendant St. Louis -San Francisco Railway Company have consented to the entry of the order sought, and that the said Trustees aforementioned have appeared specially for the sole purpose of said petition and not opposing the entry of the order sought but submitting the matter for such determination as the Court might deem proper, that no party in interest has opposed the granting of the petition and the entry of this decree, and that proof satisfactory to the Court has been had of the correctness and truthfulness of the allegations set forth in said petition; and it further appearing to the Court from such petition and proof that it will be necessary for the Receivers in the lawful interest of the receivership estate to borrow not less than \$3,000,000 for the following purposes, viz: for taxes and for the payment of equipment obligations issued under Equipment Trusts, Series 71A-E, which are secured by a lien on equipment necessary for the operation of the system of railroads operated by the Railway Company and/or the receivers, and/or to reimburse the receivers for expenditures heretofore made for the foregoing purposes since the date of the receivership, and that said amount may well be procured by the Receivers by negotiating a loan from Reconstruction Finance Corporation, secured by the pledge in equal principal amount of Receivers' Certificates.

Upon consideration it is FOUND, ORDERED, ADJUDGED AND DECREED as follows:

I. The matters of fact set forth in the petition are found to be substantially correct, and are hereby made the findings and conclusions of the Court.

II. Attached to the petition, marked Exhibit A, is a statement showing the estimated cash receipts and requirements of the Receivers from November 5, 1932, to an including June 30, 1933. It appears that the particular items and amounts set forth as estimated cash requirements on said Exhibit A are substantially accurate and aggregate sum of \$8,970,309, and all such items constitute valid and necessary expenditures by the Receivers for the Railway Company. It appears also that the particular items and the amounts thereof of the estimated cash receipts as set forth on said Exhibit A in all probability are substantially accurate, and aggregate the sum of \$6,743,525. It, therefore, appears that the estimated cash receipts of the Railway Company for the period covered by said statement will fail to meet the necessary cash requirements by the sum of \$2,226,784. Accordingly, it appears to the satisfaction of the Court that the sum of at least \$3,000,000 will have to be borrowed. It also appears to the satisfaction of the Court that such sum cannot be borrowed except through the issuance of Receivers' Certificates having the lien hereinbefore set forth.

III. Attached to the petition, marked Exhibit B, is a statement showing in detail the taxes payable by the Railway Company prior to June, 1933. It appears that this statement is as accurate an appropriation as may be made at this time. Further, it is shown that if these taxes remain unpaid, they will constitute encumbrances on the properties in the possession of the Receivers superior to the mortgage liens on the several properties, and that these properties are necessary to the Railway Company as a system. In addition, it appears that substantial interest and penalties are being, or will be, incurred because of the non-payment of said taxes. Furthermore, this Court, by its order entered herein on November 5, 1932, authorized and directed the Receivers until further order to pay said taxes.

IV. In respect of the equipment trust obligations and the payment to be made on account thereof, it appears that the instalments of principal and interest of said equipment trust obligations originally due on February 15, 1933, will amount to the sum of \$1,039,800.

It likewise appears that the lien of these equipment trust obligations upon the equipment securing them is prior to that of any mortgage to which such equipment is subject, that this equipment is essential to the continued operation of the system, and that 80% of the purchase price of said equipment has already been paid in cash, and that the present value of such equipment is substantially in excess of the balance remaining payable in respect thereof. This Court, by its order entered herein on November 5, 1932, authorized and directed the Receivers until further order to make payment of the principal amount and interest due upon the equipment trust obligations of the Railway Company.

V. It is necessary for the preservation and protection of the railroad property in the hands of the Receivers and to insure the operation thereof, that the certificates hereinafter authorized should be issued on the terms and with the lien hereinafter specified.

VI. J. M. Kurn and J. G. Lonsdale, as Receivers of the Railway Company, are authorized and directed to consummate a loan with the Reconstruction Finance Corporation in the sum of \$3,000,000, for the purpose of providing moneys for taxes and for the payment of equipment obligations issued under Equipment Trusts, Series 71A-E, which are secured by a lien on equipment necessary for the operation of the system of railroads operated by the Railway Company and/or the Receivers, and/or to reimburse the Receivers for expenditures heretofore made for the foregoing purposes since the date of the receivership; said loan to be payable in full coin of the United States of America of or equal to the standard of weight and fineness existing at the date thereof, on or before two years from the date of said loan with interest on each installment, from the date of its payment to said Receivers at the rate of six per cent (6%) per annum, and upon such terms as to payment, in whole or in part, prior to the maturity of said loan as said Receivers may be able to arrange with said Corporation. Should the Reconstruction Finance Corporation require as a condition to the making of any loan by it, that said loan should be represented by the promissory notes of said Receivers secured by pledge of an equal face amount of Receivers' Certificates, then and in that case said Receivers are and are bound to execute and deliver a promissory note or notes for said loan and to pledge as collateral security therefor an equal principal amount of said Receivers' Certificates as herein provided.

VII. Said Receivers are hereby authorized to issue and pledge with Reconstruction Finance Corporation as security for said loan Receivers' Certificates in the aggregate principal amount of \$3,000,000, in such denomination or denominations as may by said Receivers be deemed desirable, each certificate to be dated as of the date of issue thereof, to mature two years after date, be redeemable at the option of the Receivers, on 30 days' notice, at the principal amount thereof with accrued interest, to be subject to the right of the Receivers to pay any part of the principal on the first day of any month upon the payment of accrued interest then due on said certificate, to run equally in all respects with every other of said Certificates, and to bear interest from its date at the rate of six per cent (6%) per annum, to bind the Receivers as Receivers, but not individually, and to be in substantially the following form:

(Form of Certificate)

No.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
Receivers' Certificate of Indebtedness
Due _____ 19____

BEFORE ME TO CERTIFY that the undersigned, James M. Kurn and John G. Lonsdale, as Receivers of St. Louis-San Francisco Railway Company, its property and assets, but not individually, are, for value received, indebted to the bearer hereof in the sum of

(3) , payable in gold coin of the United States of America of the standard of weight and fineness existing on the date hereof, at the office of , in the City of is payable thereon at the rate of six per cent. (6%) per annum, in like gold coin, at the same office, semi-annually on the first day of and on the first day of in each year, until the principal sum be paid, upon presentation of this certificate, and the endorsement thereon of the payments of such interest.

This certificate is issued under and by virtue of the authority of certain decrees and orders entered in the cause of Hobbs Western Company v. St. Louis-San Francisco Railway Company and in the cause of Dora R. Gans and Charles Gans v. St. Louis-San Francisco Railway, a corporation, on December , 1932, in the District Court of the United States for the Eastern Division of the Eastern District of Missouri, which said decrees and orders authorized, empowered and directed the undersigned, as Receivers, to make, execute and issue Receivers' certificates, to a principal amount of \$3,000,000, and under and by virtue of confirmatory decrees and orders thereafter entered in said cause of Hobbs Western Company v. St. Louis-San Francisco Railway Company, in the United States District Courts having ancillary jurisdiction in said cause, namely, the United States District Court for the Southern Division of the Northern District of Alabama, the United States District Court for the Western Division of the Western District of Tennessee and the United States District Court for the Northern District of Oklahoma.

This certificate and the debt represented thereby rank pari passu in all respects with every other certificate authorized by said decrees of December, 19 , and without preferences as between any of said certificates; and it is provided in the aforesaid decrees that all said certificates shall be secured equally and alike, without regard to time of issue, both as to principal and interest.

For a statement of the property upon which said certificates have been given a lien, and the nature and extent of the security, and the right reserved to authorize additional certificates, and the rights of the holder of this certificate, and the terms and conditions upon which the same is issued, reference is hereby made to said decrees and orders, entered December 1932, directing the issue of said certificates; and every person, by taking this certificate, becomes bound by all of the terms and conditions of said decrees and orders as fully in all respects as if the same were herein set forth at length.

This certificate shall be redeemable at any time, at the option of the Receivers, on thirty days' notice to the holder hereof, at the principal amount hereof and accrued interest hereon to the time of such redemption. The Receivers shall have the right, at their option, to pay any part of the principal hereof on the first day of any month at any time or from time to time prior to the maturity of this certificate, upon the payment also of all accrued interest due hereon at the date of such payment.

It is expressly understood and agreed by the purchaser or pledgee and all subsequent holders hereof, that this certificate does not create or impose or necessitate the creation or imposition of any personal obligation whatsoever of the Receivers, and the purchaser or pledgee and all subsequent holders hereof hereby expressly waive all rights whatsoever to the payment, collection, or enforcement hereof, or any part hereof, or of any interest hereon, against the Receivers individually or against the complainants, or any other party to said causes wherein the Receivers have been appointed, excepting the defendant, St. Louis-San Francisco Railway Company.

This certificate is issued upon the following terms and conditions, to all of which each holder or owner hereof consents and agrees: (a) title to this certificate may be transferred by delivery in the same manner as a negotiable instrument payable to bearer; (b) any person in possession of this certificate, regardless of the manner in which he shall have acquired possession, is hereby authorized to represent himself as the absolute owner hereof and is hereby granted power to transfer absolute title hereto by delivery to a bona fide purchaser, that is to anyone who shall purchase this certificate for value (Present or antecedent) without notice of prior defenses, equities or claims of owners, or creditors, against his transferrer; every buyer, taker or owner waives and renounces all of his equities or rights in this certificate in favor of every bona fide purchaser, and every bona fide purchaser shall acquire title thereto free from all such defenses, equities or claims of owners, or creditors, against his transferrer; (c) the

undersigned may treat the bearer of this certificate as the absolute owner hereof for all purposes without being affected by any notice to the contrary.

No holder or taker hereof shall be bound to inquire into the disposition of the proceeds derived from the sale or pledge of this certificate. This certificate shall not be or become valid or obligatory unless and until the same shall have been signed by the Receivers or the Treasurer for the Receivers, and countersigned by the Clerk or a Deputy Clerk of said District Court of the United States for the Eastern Division of the Eastern District of Missouri, with the certificate of said Clerk or Deputy Clerk, under the seal of said Court, that this certificate has been duly issued pursuant to the decrees and orders of said Court.

IN WITNESS WHEREOF, said Receivers, as Receivers of said St. Louis-San Francisco Railway Company, but not individually, have signed this certificate.

Dated, 19

JAMES H. KURN
JOHN G. LONSDALE,
as Receivers of St. Louis-San Francisco
Railway Company.

By _____
Treasurer for Receivers.

(Form of Clerk's Certificate)

THIS IS TO CERTIFY that the foregoing certificate has been duly issued under and pursuant to the decrees and orders of the District Court of the United States for the Eastern Division of the Eastern District of Missouri entered December , 1932.

IN WITNESS WHEREOF I, Clerk of said Court, have countersigned said certificate, and affixed the seal of said Court this day of , 19 .

Clerk, District Court of the United
States for the Eastern Division of the
Eastern District of Missouri.

(SEAL OF COURT)

The Form of the Certificates, in any respect not inconsistent with the terms of this decree, may be varied in such minor particulars as the Receivers may determine and/or may bear such legends and certificates as may be required by the rules of the New York Stock Exchange for listing.

No certificate shall be or become valid or obligatory unless and until the same shall have been signed by the Receivers, or the Treasurer for the Receivers, and countersigned by the Clerk or a Deputy Clerk of the District Court of the United States for the Eastern Division of the Eastern District of Missouri with a certificate by said Clerk or Deputy Clerk under the seal of said Court, that said Receivers' Certificate has been duly issued under and pursuant to the decree and order of said Court.

VIII. Each of said Certificates and the debt represented thereby shall rank paripassu in all respects with every other such Certificate and debt and without preference as between any of said Certificates, and shall be secured equally and alike, without regard to the time of issue, both as to principal and interest, by a paramount lien on all the properties and assets of every character of the Railway Company and/or the Receivers now or hereafter in the possession or under the control of the Receivers (including the interest of the Railway Company and the Receivers in equipment under equipment agreements, subject to equipment obligations outstanding in the hands of the public) prior to any lien on said property of

(1) The Southern Mortgage, dated August 1, 1911, on the Kansas City, Fort Scott,

and Memphis Railway Company;

- (2) The Prior Lien Mortgage, dated July 1, 1916, of the Railway Company; and
- (3) the Consolidated Mortgage, dated March 1, 1928, of the Railway Company;

but subject to any lien on said property of the General Mortgage, dated March 1, 1894, of Kansas City, Memphis and Birmingham Railroad Company.

Nothing herein contained shall restrict the right of the receivers to use cash now in their possession, or subsequently coming into their possession, for the payment of the expenses of the receivership and of the operation of the properties in their possession, and for such other purposes as the Court may from time to time direct.

IX. This Court reserves the right to allocate later the respective amounts to be charged, in respect of said Certificates, against (a) the properties subject to said Refunding Mortgage and (b) the properties subject to said Prior Lien Mortgage and not subject to said Refunding Mortgage, respectively, taking into account the taxes on said respective properties payable during the period from December, 1932, to June, 1933, both inclusive, the amounts applicable from earnings of said properties, respectively, for payment of such taxes, and in respect of Equipment Trusts, Series 71A-E of the Railway Company, the benefits to said respective properties from the equipment covered by said Equipment Trusts and the payment of the maturing obligations, such apportionment, however, not to limit the general priority of lien granted to said certificates.

X. The Receivers are hereby authorized and directed to keep such separate accounts as they may deem necessary or appropriate to aid this Court in determining such allocation.

XI. The Receivers shall be under no personal liability in respect of said Certificates, and no holder or holders of any of said Certificates shall have any personal claim, demand or recourse against said Receivers individually, or against the plaintiff, or any other party hereto, except the defendant Railway Company, on account of any of said Certificates, or by reason of the issue thereof pursuant to the order of this Court.

XII. The Court reserves the right to authorize the issue of additional Receivers' Certificates of the series initially to be issued or any other series, from time to time, secured by lien pari passu (on any or all of the properties of the Railway Company and/or the Receivers) with said \$3,000,000, principal amount, of Certificates, to such aggregate principal amounts and for such purpose or purposes as the Court shall hereafter approve and direct.

XIII. The Court reserves the right to authorize the issue of additional Receivers' Certificates for the acquisition of equipment or other property, or to refund bonds underlying the Certificates prayed for herein outstanding in the hands of the public, secured by lien on such equipment or property, or on the property securing such underlying bonds prior to any other lien thereon, and/or by lien on any other property pari passu with the lien thereon of the Certificates to be issued pursuant hereto.

XIV. The Court reserves the right hereafter to extend from time to time the date of maturity of any certificate hereby authorized (but only with the consent of the holder thereof), or to refund any certificate hereby authorized, and the date of the maturity thereof, by the issue of other securities, secured by a similar lien for a like aggregate principal amount, all on such terms as the Court may from time to time approve.

XV. The Court reserves the right to permit the sale, lease or other disposition, or retirement or abandonment, of property subject to the lien of said Receivers' Certificates, free from said lien if in the judgment of the Court it is no longer necessary to retain such property for use in connection with the operation of the railroads and properties in the possession of the Receivers, and to permit the investment of the proceeds of any such sale or disposition in any other property or properties or securities as the Court may direct, in which case the lien of said certificates shall be transferred to and be secured by the proceeds of such sale or disposal.

XVI. Nothing in this decree contained shall in any way be construed as a finding by this Court as to the property subject to the respective liens of the various corporations of the Railway Company or as to relative priorities of such liens.

XVII. The Receivers are hereby authorized and directed to apply for such orders to courts of ancillary jurisdiction as they may be advised by their counsel to be necessary in the premises.

XVIII. The Court reserves for future determination and orders any matters included in said Petition No. 14, which are not disposed of by this decree.

XIX. No additional Receivers' Certificates shall be authorized or issued and no amendment or modification of this decree shall be made without at least five days notice to all parties to this proceeding, to the above mentioned Trustees, and, if Reconstruction Finance Corporation then holds any of the Certificates of the Receivers, to Reconstruction Finance Corporation.

December 23, 1932
Filed.

C. F. HANCOCK
District Judge.

and the Court being fully advised in the premises,

DO HEREBY, UNFINISHED DECREE that said order so made and entered by the United States District Court within and for the Eastern District of Missouri be, and the said order is hereby, in all respects, confirmed and adopted by this Court and entered in this cause.

F. A. JOHNSON
Judge.

Dated Dec. 30 1932

Hobbs Trestler Company, the plaintiff in the above entitled cause, hereby consents to the entry of the above order.

GEMMY LEE
Solicitors for Plaintiff

St. Louis-San Francisco Railway Company, the defendant in the above entitled cause, hereby consents to the entry of the above order.

GEORGE C. SMITH
Solicitors for St. Louis-San Francisco
Railway Company.

Central Hanover Bank & Trust Company and Daniel H. O'Brien, Trustees under the Interior Lien Mortgage of St. Louis-San Francisco Railway Company dated July 1, 1926, who have no objection to the entry of the above order.

CENTRAL HANOVER BANK & TRUST COMPANY AND
DANIEL H. O'BRIEN, TRUSTEES, (illegible)
By Fordy M. White, Hugo S. Williams
Attorneys.

The Chase National Bank of the City of New York (Successor Trustee to Interstate Trust Company) and John L. Hill, Trustees under the consolidated mortgage of St. Louis-San Francisco Railway Company dated March 1, 1928, who have no objection to the entry of the above order.

CHASE NATIONAL BANK OF THE CITY OF NEW YORK
AND JOHN L. HILL, TRUSTEES,
BY WALTER H. HARRIS, HENRY C. HARRIS
ATTORNEYS.

