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IN RE: FEDERAL BUREAU OF INVESTIGATION REPORT OF JAMES A. CHAMBERLAIN  
RE: ALLEGED VIOLATION OF THE ANTI-TRUST ACTS

Harriett Loper, et al.,	Plaintiffs
vs.	
James A. Chamberlain, et al	Defendants
The United States of America on behalf of Justice Malone, et al	Interveners

Case No. 838 ✓

ORDER OF COURT

Now on this the 17th day of April, 1932, there coming on for hearing a motion of said committee, by and through Harry Boston, a member of said committee, showing to the court that said committee heretofore appointed by this court, on the 11th day of March, 1932, has not yet completed its labors and asks for an additional ten (10) days in which to prepare and submit to this court the Narrative Statement of Evidence in accordance with said Order of Court,

and the court being well and sufficiently advised in the premises, finds that said committee should have an additional ten (10) days to prepare said Narrative Statement of Evidence.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said committee have, and it is hereby granted, an additional ten (10) days from the expiration of the original thirty (30) days, in which to prepare and submit to this court a report on its actions in accordance with said order of March 11, 1932.

F. H. WHEELER  
JUDGE

FILED: Filed May 30 1932  
W. L. Garfield, Clerk  
U. S. District Court

IN RE: FEDERAL BUREAU OF INVESTIGATION REPORT OF JAMES A. CHAMBERLAIN  
RE: ALLEGED VIOLATION OF THE ANTI-TRUST ACTS

Harriett Loper, et al,	Plaintiffs,
vs.	
James A. Chamberlain, et al	Defendants
The United States of America, et al.,	Interveners

Case No. 838 ✓

ORDER OF ALLEGED VIOLATION OF THE ANTI-TRUST ACTS  
RE: FEDERAL BUREAU OF INVESTIGATION REPORT OF JAMES A. CHAMBERLAIN

It appearing to the Court that in the course it is necessary and proper, in the opinion of the Court, that certain original papers and

Documents introduced in evidence in the hearing of this cause before the Special Master, and returned by him with his report to this court, shall be inspected by the United States Circuit Court of Appeals for the Tenth Circuit upon a writ of habeas corpus.

IT IS ORDERED AND DECREED, That, in addition to the transcript of the record on appeal in this action, the Clerk of this Court transmit to the Clerk of the United States Circuit Court of Appeals for the Tenth Circuit, at Denver, the following original exhibits described in the approved narrative statement of the evidence heard by the Special Master in this action, to be by him safely kept and returned to this Court upon the final determination of this cause in said United States Circuit Court of Appeals, viz:

1. Defendants' Exhibit No. 1, being certified copy of the enrollment record of Willie Eagle and of Sealie.
2. Interveners Edwards et al's Exhibit No. 15, being certified copy of the entire 1859 tax roll of Artussee Town, Muskogee Nation.
3. Interveners Esie alone et al's Exhibit No. 1, being certified copy of the 1867 tax roll of Artussee Town, Muskogee Nation.
4. Defendants' Exhibit No. 9, being certified copy of the 1881 census roll of Artussee Town, Muskogee Nation.
5. Defendants' Exhibit No. 118, being certified copy of the entire 1890 annuity pay roll of Artussee Town, Muskogee Nation.
6. Defendants' Exhibit No. 15, being certified copy of the enrollment record of Iney Tiner.
7. Defendants' Exhibits nos. 60, 62 and 63, being certain certified photostatic copies of letters on file in the office of the Superintendent of the Five Civilized Tribes, each bearing signature "Sally Tolon now West."
8. Defendants' Exhibit No. 68, being a sheet of paper with the signature thereon of Sally Tolon.
9. Defendants' Exhibit No. 66, being a certified photostatic copy of stipulation filed in the County Court of Cimulgee County, Oklahoma, in the matter of the estate of James West, deceased, between Eliza Daniels et al., and bearing a signature purporting to be that of Sally Tolon.
10. Defendants' Exhibit No. 118, being a certain photostatic copy of a check drawn on the Treasurer of the United States, endorsed with signature purporting to be that of Sally West now Tolon.
11. Defendants' Exhibit No. 190, being a part of the 1867 tax roll of Chickatabie Town and the entire 1867 tax roll of Artussee Town, Muskogee Nation.
12. Said Wolf et al's Exhibit No. 5, being certified copy of the enrollment record of Willie Fish.
13. Intervener's Esie alone et al's Exhibit No. 8.
14. Defendants' Exhibit No. 13, 1890 Census roll of Artussee Town.

15. Defendants' Exhibit No. 17, 1859 pay roll.
16. Defendants' Exhibit No. 18, 1857 orphan roll.
17. Intervenor's Isaac Moore et al's Exhibit No. 4, 1876 census roll, Creek Indians 1875.
18. Intervenor's Isaac Moore et al's Exhibit No. 5, 1881 census roll, Creek Indians 1880.
19. Edward's Exhibit No. 11.
20. Defendants' Exhibit No. 5, census roll 1882.
21. Defendants' Exhibit No. 6, 1867 pay roll Artussee Tola.
22. Defendants' Exhibit No. 7, 1859 pay roll Artussee Tola.
23. Grayson's Exhibit No. 8, 1882 Census roll.
24. Defendants' Exhibit 135, Seminole pay rolls.
25. Edward's Exhibit No. 1, photograph of Tom Tulson and another.
26. Sally Tolen's Exhibit No. 1, photograph of tombstone of James Carter.
27. Sally Tolen's Exhibit No. 2, photograph of tombstone of James Carter, dated Jan 10, 1888.

F. H. HULL  
United States District Judge

FILED: Filed May 8, 1902  
U. S. Courthouse, Clerk  
U. S. District Court

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IN SENATE CHAMBER COURT OF THE UNITED STATES  
DISTRICT OF OKLAHOMA

Harriett Hovey, et al.,	Plaintiffs,	}	
vs.		}	No. 187 Equity.
E. A. Chapman, et al.,	Defendants.	}	

O R D E R

This case comes on to be heard upon the objection of the appellants to the practice of appellees for additions to the transcript of the record, all parties, appellants and appellees, being present either in person or by counsel.

Thereupon all parties having agreed to waive their objections, it is so ordered, and it is considered and ordered:

That the Clerk of this Court do comply with the practice of this Court, to wit: by the transcript of the record for appeal in this case by setting out, in said transcript, all of the papers, documents, pleadings or orders called for in appellants' practice, except that in lieu of a bill of exceptions referred to, called for in said practice, the Clerk shall set the same out in reference thereto as hereinafter set forth.

At Exhibit No. 5 Answer of James A. Chapman to petition in intervention and cross petition of Susie Melone, et al. Print answer, omitting exhibits, and state:

"Exhibit A referred to and same as to foregoing answer is copy of judgment in case of Peere Scott v. James A. Chapman, et al., offered and received in evidence as part of defendants' exhibit No. 19; Exhibits B and C referred to herein and annexed, are copies of judgments and mandate of Supreme Court respectively, in case of Bunnie Jesse, et al., vs. James A. Chapman, et al., offered and received in evidence as part of defendants' exhibit No. 106, and annexed in full in narrative statement of the evidence, and are omitted here to avoid duplication."

At Exhibit No. 7. Answer of Lohan Oil Company to petition in intervention and cross petition of Interveners Susie Melone, et al.

This foregoing is substantive to the same in form and substance as the answer of James A. Chapman to the same petition, already set out, with the following exceptions:

- Other names are given as transferees.
- Portion of allotment covered is specifically described and contains 100 acres.
- Grant was additional state land grant its interest was obtained through James A. Chapman.

It is omitted here to avoid duplication."

At Exhibit No. 6 Answer of Lohan Oil Company to petition and cross-petition of Interveners Lattie Guthrie, et al.

This pleading is in all material features a duplicate of the answer of Lohan Oil Company to the petition of Lattie Guthrie, et al., set forth elsewhere in the record, with the following exceptions:

- It denies that said interveners were heirs of Willie Wade (instead of that denial set forth.)
- It specifically denies that John Strickland, through said interveners claim, was a child of or related to said Wade, (instead of that denial as to Patience DePriest, through said interveners claim.)
- It states that John Strickland was a child of said approved child of Greek Nation No. 2, while he was a brother of Patience DePriest, as alleged, he was a full blood member of said Nation.

It is omitted here to avoid duplication."

At Exhibit No. 4. Answer of James A. Chapman to petition and cross-petition of Interveners Lattie Guthrie, et al.

"This is a bill in substance identical to the bill filed by the master of the case in which the intervenors, here noted, have filed the objection:

- 1. It alleges existence of estate as aforesaid.
- 2. It alleges allotment as described.
- 3. It alleges the same as the intervenors.

It is omitted here to avoid duplication."

10,000, et al. 10. Answer of Mary J. Guthrie to petition and cross petition of Intervenor Lottie Guthrie, et al.

"This answer is identical with answer of James H. Chapman to petition and cross petition of case intervenors, here noted, except as follows:

- It alleges present possession and also the transfer of interest in the land.
- It alleges allotment claimed is specifically described and contains 30 acres.

It is omitted here to avoid duplication."

10,000, et al. 11. Answer of Mary J. Guthrie to petition in intervention and cross petition of Intervenor Lottie Guthrie et al.

"The allegations of this answer are identical in substance with the answer of James H. Chapman to pleading of Basis Adams, et al., already set out, except:

- It alleges present possession and also the transfer of interest.
- It alleges allotment claimed is specifically described and contains 30 acres.
- It alleges that title is claimed to have been conveyed to James H. Chapman.

It is omitted here to avoid duplication."

10,000, et al. 12. Answer of Robert J. Guthrie, et al. to petition and cross petition of Lottie Guthrie, et al.

"This answer is in all respects of its substance identical with the answer of James H. Chapman to the same petition, already noted, except:

- It alleges estate as aforesaid.
- It alleges present possession and also the transfer of interest.
- It alleges allotment claimed is specifically described and contains 30 acres.
- It alleges that title pertaining to the same is claimed to have been conveyed to Robert J. Guthrie, et al.

It is omitted here to avoid duplication."

10,000, et al. 13. Answer of Robert J. Guthrie, et al. to petition and cross petition of Lottie Guthrie, et al. in intervention and cross petition of Lottie Guthrie, et al.

"This answer is in all respects of its substance identical with the answer of Robert J. Guthrie, et al., already noted, except as follows:

...the same existence.  
...admit possession to a different portion  
...covering 60 acres.  
...transfer of interest.

...avoid duplication."

... 15. Answer of D. H. G. ...  
... to the petition of plaintiffs.

"This is identical in substance and substantially identical in  
language to the answer of said defendants to petition of ...  
... is omitted to avoid repetition."

... 16. Answer of Prairie Oil ...  
... to peti-  
tion of plaintiffs.

Print copies, excepting exhibits, and index thereof:

"Exhibit A, copy of oil and gas lease, as noted to and referred to  
in answer, was offered and received in evidence as Exhibit No. 80,  
and appears in operative statement, and Exhibit B is copy of several assignments  
of one-fourth interest in said lease to the answering defendant."

... 17. Answer of Prairie Oil ...  
... to inter-  
vening petition of ...

"It is in the case in substance and effect as to said ...  
defendant to petition of plaintiffs herein, a copy of which is in the record,  
and is omitted here to avoid duplication."

... 18. Answer of Habel ...  
... of  
plaintiffs.

"This in form and substance is the same as answer of ...  
... to petition of plaintiffs, and for that reason printing thereof  
in full is omitted here."

... 19. Answer of Habel ...  
... to petition and  
cross-petition of ...

"This is identical in form and substance with answer of ...  
... to petition of ...  
... printing thereof is omitted here to avoid  
duplication."

... 20. Answer of Habel ...  
... to petition in in-  
tervention and cross-petition of interveners ...

"This answer is identical in substance with that of ...  
... to petition of said interveners, already noted, and for that reason, ex-  
ceptions:

- It denies jurisdiction of the court.
- It seeks a transfer of interest and sets aside the  
possession and ownership in a different portion  
of the allotment, covering 60 acres.
- It pleads statutes of limitations (Secs. 251, 252, 253.)

... has entered copies of these exhibits and presents same letters of defense.  
... to avoid duplication."

... No. 23. Reply of intervenors Susie Melone et al. to  
answer of ...

"This is in form and substance the same as reply of said inter-  
venors to answer of Cosden Oil & Gas Company et al. already incorporated in the  
record, and is omitted here to avoid repetition."

... No. 24. Reply of intervenors Susie Melone, et al.,  
to answer of ...

"This is in form and substance identical with like reply to an-  
swer of Cosden Oil & Gas Company already set out, and to avoid duplication  
printing at length is omitted here."

... No. 25. Reply of intervenors Susie Melone et al. to  
answer of James A. Chapman.

"This is in form and substance identical with like reply of  
Susie Melone et al. to answer of Cosden Oil & Gas Company already set out,  
excepting that it denies denial, at end of first paragraph, that any right,  
title, or interest was obtained by conveyance from James A. Chapman. Omitted  
here to avoid repetition."

... No. 26. Reply of intervenors Susie Melone, et al.,  
to answer of Ella S. Lealos, et al.

"This is identical in form and substance with like reply to an-  
swer of Cosden Oil & Gas Company already noted, and printing thereof is omitted  
here."

... No. 27. Answer and cross petition of John Tonahwee  
et al.

"These answering defendants are not entitled to present appeal.  
Their answer merely denies rights asserted by all the other parties, plaintiffs,  
interveners and defendants, and sets up a claim in themselves through David  
... alleged to be the father of Willie ... Other portions of the answer  
are in substance the same as answer of Susie Melone et al. to cross petition  
of ... already set forth."

... No. 28. Answer of defendant ... to plaintiff's peti-  
tion.

"This answer is in substantially the same form as answer of ...  
to plaintiff's petition, already set out, except as follows:

... its ...  
... result possession, to a different ...  
... being 3/4 ...  
... as to ...  
... title is shown.  
... construction of ...

... No. 29. Answer of defendant ... to cross petition  
of ...



"This opinion is dictated by me orally, in the presence of  
Miss [Name], Secretary of the Court."

The Court will further include in the opinion a copy of this order.

United States District Court.

Filed for [Name]  
[Name], Clerk  
[Name], District Court

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

[Name],	COMPLAINANT,	)
vs.		)
[Name],	DEFENDANT.	)
[Name],	APPELLEE.	)
vs.		)
[Name],	APPELLANT.	)
[Name],	APPELLEE.	)

On this [Date] day of [Month], 19[Year], the Court has heard the oral arguments of the parties and the Court has rendered its decision.

On this [Date] day of [Month], 19[Year], the Court has heard the oral arguments of the parties and the Court has rendered its decision. The Court has found that the appellants are entitled to a new trial. The Court has ordered that the case be retried.

Judge of the United States District Court  
for the Southern District of New York.

Filed for [Name]  
[Name], Clerk  
[Name], District Court

IN RE: THE ESTATE OF JAMES EARL RAY, JR.  
 DECEASED.

Plaintiff, )  
 vs. )  
 Defendant.

Case No. 684

APPELLATE.

OFFICE OF THE CLERK OF THE DISTRICT COURT  
 U.S. DISTRICT COURT FOR THE DISTRICT OF ALABAMA  
 CIVIL DIVISION

On this 20 day of May, 1968, the undersigned has sufficient cause to bring to the Court, for trial or perfection of appeal, completion and filing of a motion for judgment on appeal in the United States District Court for the District of Alabama, by the plaintiff, James Earl Ray, Jr., appellant vs. James Earl Ray, Jr., appellee, a motion for judgment on appeal for an additional \$50,000.00 per day, 1968.

James Earl Ray, Jr.  
 Judge of the United States District Court  
 for the District of Alabama.

James Earl Ray, Jr.  
 Clerk  
 U.S. District Court

U.S. DISTRICT COURT FOR THE DISTRICT OF ALABAMA  
 CIVIL DIVISION

Plaintiff, )  
 vs. )  
 Defendant.

Case No. 684

APPELLATE.

MEMORANDUM

On this 20 day of May, 1968, the undersigned has sufficient cause to bring to the Court, for trial or perfection of appeal, completion and filing of a motion for judgment on appeal in the United States District Court for the District of Alabama, by the plaintiff, James Earl Ray, Jr., appellant vs. James Earl Ray, Jr., appellee, a motion for judgment on appeal for an additional \$50,000.00 per day, 1968.



IN SENATE  
COMMISSIONERS OF THE LAND OFFICE  
DISTRICT OF COLUMBIA

United States, Plaintiff, )  
vs. ) Co. 107-1000  
Wm. H. Hobbs, et al., Defendants. )

ORDER APPOINTING GUARDIAN AD LITEM

Now on this 20 day of May, 1932, it appearing that the said Wm. H. Hobbs and Leona Ruth Hobbs, two of the defendants in the above cause, and who have been regularly served with subpoena in this cause, are minors and under the age of 21 years, and proper parties to said suit, and that plain- tiff has asked that a Guardian Ad Litem be appointed to protect any interests said minors may have in the equity in the land involved herein, and the court being fully advised in the premises sustains said action.

It is therefore the order of the Court that G. C. Hunt be, and hereby is appointed Guardian Ad Litem of said minors, in this cause, with instructions to take such steps as may be necessary, under the law and facts, to protect any interests said minors may have or claim herein.

M. H. HARRIS,  
JUDGE

O. P. ...  
A. H. Williams,  
Assistant United States Attorney

RECORDED: Filed May 20 1932  
L. F. Warfield, Clerk  
U. S. District Court

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Court adjourned until May 21, 1932.

Court of Appeals, District of Columbia, No. 117, 1932

In re:

Trust of Paul W. Hoffman, Trustee, et al. vs. Greer Investment Company, et al.

to-wit:

In re Hoffman Trust, et al. vs. Greer Investment Company, et al.

P. W. Booth, et al., Complainants, vs. Greer Investment Company, Defendants. No. 117, 1932.

ORDER

The above entitled cause coming on to be heard on this first day of May, 1932, upon the application of Paul W. Hoffman, Trustee, et al., attorneys for Paul W. Hoffman receiver pendente lite for an order directing said receiver to make payments to said applicants to reimburse said applicants for expenditures heretofore made as set forth in said application and for a temporary allowance for attorneys' fees, and it appearing to the court that due notice of the filing and the presentation of said application has been served upon parties of record as required by law, and the court, after a full and diligent consideration of the evidence submitted thereon, is of the opinion that said application should be granted.

IT IS, therefore, ORDERED, ADJUDGED and DECREED by the court that the said Paul W. Hoffman receiver pendente lite be and he is hereby directed to pay to said applicants Paul W. Hoffman, Trustee, et al., the sum of \$1848.33 as reimbursement to said applicants for expenditures made on behalf of said receivership, and is further authorized and directed to pay to the said Paul W. Hoffman, Trustee, et al., the sum of \$500.00 as an additional allowance of attorneys' fees, and additional allowance, to be paid in full, and other allowances to be allowed upon any amount that may hereafter be allowed herein by the court to said applicants as attorneys' fees and other allowances of the receiver. As to the allowance of said expenses the Petrolary & Office Co. of Chicago duly excepts and the exception is allowed.

F. J. ... Judge of the United States District Court

FILED: Filed May 21 1932 F. J. ... U. S. District Court

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... .., Fall, 1948

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vs. ... ..  
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... .., 1948

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vs. ... ..  
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... court records pursuant to judgment, ...

Present: Hon. J. H. ... Judge, ...  
... J. F. ... Clerk, U. S. District Court.

to-wit: The following proceedings were had and entered:

IN SENATE CHAMBERS OF THE DISTRICT COURT OF THE UNITED STATES  
IN AND FOR THE DISTRICT OF COLUMBIA.

United States, Plaintiff,  
vs. No. 111-1000  
Ed. Fredshaw, et al, Defendants.

ORDER

Now on this 23 day of May, 1928, it has been brought to the attention of the Court that the Department of Justice has ruled that in foreclosure matters for Indian wards, where the ward buys in the land he should pay the costs of such case in this court, and that in the above case the ward purchased the property under foreclosure, and should therefore pay the costs;

It is therefore the order and judgment of the Court that the Superintendent of the Osage Indian Agency in behalf of the Indian wards in this cause, Curtis T. Revard and Joseph A. Revard, Osage allottees, be and he is hereby ordered to pay the costs herein, including the cost of publication of sale in the sum of \$18.00, and other costs shown by the records in the Clerk's office, in the sum of \$27.50.

J. H. ...  
JUDGE

W. A. ...  
Assistant United States Attorney

FILED: Filed May 23 1928  
J. F. ... Clerk  
U. S. District Court

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UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

United States, Plaintiff, vs. U. I. Price, et al, Defendants. No. 598 Equity

O R D E R

Now on this 31 day of May, 1932, it being brought to the attention of the Court that the Department of Justice has ruled that in foreclosure matters for Indian lands, where the ward buys in the land he should pay the costs of such case in this court, and that in the above case the ward purchased the property under foreclosure, and she should therefore pay the costs;

It is therefore the order and judgment of the Court that the Superintendent of the Seave Indian Agency in behalf of the Indian wards in this case, Ah-krah-lua-pan, Osee Allottee No. 229, be, and he is hereby ordered to pay the costs herein, including the cost of publication of sale in the sum of \$0.00, and other costs shown by the records in the Clerk's office, in the sum of \$1.03.

W. J. ...

Assistant United States Attorney.

Filed ... Clerk ... District Court

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

United States, Plaintiff, vs. ... Defendants. No. 591 Equity

O R D E R

Now on this 31 day of May, 1932, it being brought to the attention of the Court that the Department of Justice has ruled that in foreclosure matters for Indian lands, where the ward buys in the land he should pay the costs of such case in this court. That in the above case the ward purchased the property under foreclosure, and she should therefore pay the costs herein.

It is therefore the order and judgment of the Court that the Superintendent of the Seave Indian Agency, in behalf of the Indian wards in this case, Ah-krah-lua-pan, Osee Allottee No. 229, be, and he is hereby



... to the effect that a part of said deficiency ... of said ...  
... the ...

... of ...

U. S. District Court  
District of Columbia

...  
...  
... District Court

IN RE ...

Federal Life Insurance Company,  
a Corporation, Plaintiff,

-vs-

Henry Henders on, Lewis Henders,  
et al., Defendants.

No. 153

... OF ...

Now, on this 27 day of May, 1938, comes the ... Federal  
Life Insurance Company, a corporation, by its attorney, and asks the court to  
confirm the sale of real estate made by the United States Marshal for the North-  
ern District of Illinois, on the 14th day of March, 1938, to ...  
Federal Life Insurance Company, a Corporation, under a ...  
of the office of the Clerk of this Court, dated the 27th day of January, 1938,  
of the following tenor, to-wit:

... of the Northwest quarter of Section 3,  
and Northeast quarter of Southeast quarter of  
Section 3, Township 24 North, Range 11 West, ...  
... quarter and East half of Northwest quarter  
of Section 20, and Northeast quarter of Southwest  
quarter and North 20.50 acres of Lot 5, and South-  
west quarter of Southwest quarter of East half  
quarter, and North half of Northeast quarter of  
Northwest quarter of Section 5, Township 24 North,  
Range 11 West, of the Indian Meridian, ...  
... 400.00 acres, according to the ...  
... thereon, situate in Davis County, Illinois.

... court ... carefully ...  
... is satisfied that ...  
... in all respects ...  
... at least ...  
... in Davis County, ...  
... life ...  
... 1938, said ...  
... Corporation, ...  
... and ...



IN THE DISTRICT COURT OF THE TERRITORY OF OKLAHOMA, IN AND FOR THE DISTRICT OF ...

W. B. ... Plaintiff,
vs.
M. J. ... Defendant.
No. 57 - IN EQUITY

ORDER OF THE COURT

On this 27 day of May, 1938, upon stipulation of the parties herein filed in the above case shown, it is hereby ordered by the Court that ...

W. B. ...
Judge.

Filed for ...
W. B. ...
District Court

W. B. ... Plaintiff,
vs.
M. J. ... Defendant.
No. 57 - Equity

On this 27th day of May, 1938, witness Fred Rogers is sworn and excused by the Court. Thereafter, all of being fully advised in the premises, it is ordered by the Court that judgment on plaintiff's petition be entered, as per journal entry to be filed.

IN THE DISTRICT COURT OF THE TERRITORY OF OKLAHOMA, IN AND FOR THE DISTRICT OF ...

W. B. ... Plaintiff,
vs.
M. J. ... Defendant.
No. 57 - Equity

ORDER OF THE COURT

On this 27th day of May, 1938, upon stipulation of the parties herein filed in the above case shown, it is hereby ordered by the Court that ...

UNITED STATES DISTRICT COURT, DISTRICT OF COLUMBIA

and that the Court to wit: ... the defendant ...

It is ordered by the Court that ... in this cause.

J. ...

Filed for ... Clerk U. S. District Court

Plaintiff, vs. Defendant. No. ...

For on this 24th day of May, A. D. 1948, it is ordered by the Court that ...

Court adjourned until May 25, 1948.

UNITED STATES DISTRICT COURT, DISTRICT OF COLUMBIA

Court convened pursuant to ...

Present: ...

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

Plaintiff, vs. Defendant. No. ...

It is ordered by the Court that ...

... of, ... collect the ... in ... to-wit:

- ... (7), ... (10),
- ... (5) ... (13)
- ... to the city of ...

... the presentation of said petition; and it further ... the grantin of said order appointing said re- ... being fully ... receiver was set ... moved; and ...

... this court ... receiver ... collect all the debts, income and profits ... of ... other things as this ...

... the court ... to take physical possession of, manage, protect ... to ... who have failed ... in the behalf, and to ... at the best interests of ... said estate ... and order ... of this court, and to ...

... the notice of ... and sufficient ... of this court, and to ...

... of ...

...

On this day of May, 1964, the Court, composed of the Honorable Judge [Name], sitting with the Honorable Judge [Name] as referee, has heard the testimony of the following witnesses:

[Name], [Address], [City, State, Zip];  
[Name], [Address], [City, State, Zip].

And the Court has read the exhibits thereto and the testimony of the witnesses, and the Court is satisfied that the foregoing is a true and correct statement of the facts and circumstances of the case.

It is the order of the Court that the said [Name] be appointed guardian of the estate of the said [Name], and that the said [Name] be authorized to sell, convey, lease, or otherwise dispose of the real and personal property of the said [Name] in and to the said [Name], subject to the approval of the Court, and that the said [Name] be authorized to execute all such instruments as may be necessary to carry out the purposes of this order.

It is further ordered that the said [Name] be appointed guardian of the person of the said [Name], and that the said [Name] be authorized to take such action as may be necessary to carry out the purposes of this order.

IN RE: ESTATE OF [Name], Deceased.  
[Name], Plaintiff.  
[Name], Defendant.

Complaint filed [Date].  
Reference is made to the complaint filed in this case on [Date], and to the order of the Court dated [Date], in which the Court appointed [Name] guardian of the estate and person of the said [Name].

ORDER NO. 4

Whereas the said [Name] has filed with the Court a petition for the appointment of [Name] as guardian of the estate and person of the said [Name], and whereas the Court has appointed [Name] guardian of the estate and person of the said [Name], and whereas the Court has ordered that the said [Name] be authorized to sell, convey, lease, or otherwise dispose of the real and personal property of the said [Name] in and to the said [Name], subject to the approval of the Court, and whereas the Court has ordered that the said [Name] be authorized to execute all such instruments as may be necessary to carry out the purposes of this order;

And whereas the said [Name] has filed with the Court a petition for the appointment of [Name] as guardian of the estate and person of the said [Name], and whereas the Court has appointed [Name] guardian of the estate and person of the said [Name], and whereas the Court has ordered that the said [Name] be authorized to sell, convey, lease, or otherwise dispose of the real and personal property of the said [Name] in and to the said [Name], subject to the approval of the Court, and whereas the Court has ordered that the said [Name] be authorized to execute all such instruments as may be necessary to carry out the purposes of this order;

It is the order of the Court that the said [Name] be appointed guardian of the estate and person of the said [Name], and that the said [Name] be authorized to sell, convey, lease, or otherwise dispose of the real and personal property of the said [Name] in and to the said [Name], subject to the approval of the Court, and that the said [Name] be authorized to execute all such instruments as may be necessary to carry out the purposes of this order.











1932. Court convened pursuant to adjournment, Saturday, June 4th,

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

Harriett Hosey, et al.,	Plaintiffs	)	
vs.		)	
James A. Chapman, et al	Defendants	)	Equity No. 238. ✓
The United States of America		)	
on Behalf of Susie Malone, et al	Intervenors	)	

ORDER ENLARGING TIME IN WHICH TO PREPARE  
AND SERVE RECORD

Now on this the 4th day of June A. D. 1932, the United States of America, one of the parties in the above entitled cause, having applied to this court for an order enlarging and extending the time in which to prepare and serve record, and said appeal having been heretofore regularly allowed, and it being shown to the court that the United States of America, one of the parties to said action, and other parties interested in appealing said cause should be allowed an additional ninety (90) days in which to prepare and serve a record herein,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the United States of America, one of the parties herein, and the other parties interested in appealing said cause, be and are hereby allowed an extension of ninety (90) days in addition to the time heretofore allowed, to prepare and serve a record herein and lodge their appeal in the Circuit Court of Appeals for the Tenth Circuit.

F. E. KENNAMER  
JUDGE

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

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

Jane Haskell Richardson, Plaintiff, )  
vs. )  
Sapulpa Fuel Company, et al., Defendants. ) No. 621 Equity  
Union National Bank of )  
Wichita, Kansas, Intervener. )

O R D E R

On this day upon the application of the intervener, The Union National Bank of Wichita, Kansas, it is by the Court ORDERED:

That Eben L. Taylor, Special Master herein, do forthwith, conformable to the final decree herein, publish in accordance with said decree a notice of the sale of the property covered and described in said final decree, said sale to be held on the 9th day of July, 1932, at the hour of 2 o'clock P.M. at the East Door of the County Courthouse of Creek County, Oklahoma, in the City of Sapulpa, Creek County, Oklahoma, and that said Special Master proceed with said sale on said date under the conditions of said final decree with all of the rights of said special Master to adjourn said sale if necessary as provided in said decree.

DONE at Tulsa, Oklahoma 4th day of June, 1932.

F. E. KENNAMER  
Judge.

ENLORSED: Filed Jun 4 1932  
H. P. Warfield, Clerk  
U. S. District Court

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

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

O R D E R

On this, the 4th day of June, 1932, upon motion of the defendants Adah Sanders and J. W. Sanders, said defendants are granted leave to correct and amend their separate answer filed on June 1st, 1932 by removing the last page and substituting therefor two additional pages setting up additional defenses, copies of which are to be furnished opposing counsel .

F. E. KENNAMER  
DISTRICT JUDGE

ENLORSED: Filed Jun 4 1932  
H. P. Warfield, Clerk  
U. S. District Court ME

UNITED STATES OF AMERICA,

Plaintiff, )

-vs-

CITY OF PAWNEE, A MUNICIPAL  
CORPORATION, ET AL.,

Defendants. )

No. 746 - Equity. ✓

Now on this 4th day of June, A. D. 1932, it is ordered by the Court that Clerk deposit monies heretofore deposited in this case in the Registry of the Court account.

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Court adjourned until June 6, 1932.

Court convened pursuant to adjournment, Monday, June 6th, 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.

Marshall L. Mott,

Defendant. )

Equity No. 343. ✓

JOURNAL ENTRY OF ORDER ON GOVERNMENT'S MOTION TO  
STRIKE PORTIONS OF DEFENDANT'S ANSWER.

Now, on this 6th day of June, 1932, this cause came on regularly for consideration before the Court on the motion of plaintiff, the United States of America, herein filed praying an order of this Court vacating the order of this Court herein made on January 5, 1932, overruling for the time being the motion of the plaintiff, the United States of America, to strike certain portions of defendant's answer and the plaintiff, the United States of America, appearing by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and Charles B. Selby, Special Assistant to the Attorney General, and the defendant Marshall L. Mott appearing by Mr. Charles B. Rogers, record attorney therefore; and on and after a consideration of said motion to reconsider said former order and to vacate said order made on January 5th, and after hearing argument of counsel and being fully advised and of the opinion that said motion should be sustained.

IT IS THEREFORE ORDERED AND ADJUDGED that the motion of the plaintiff to vacate said order herein made by this Court on January 5, 1932, on plaintiff's motion to strike portions of said answer, be and the same is hereby sustained and said order so made is hereby vacated, and said motion of plaintiff to strike is hereby ordered reinstated and to be further considered by this Court:

And thereupon said respective counsel consenting that said original motion to strike should be considered by the Court at this time, and after hearing argument of counsel thereon,

IT IS THEREFORE BY THE COURT ORDERED that the first four designated paragraphs and grounds of said motion to strike portions of defendant's said answer be and each thereof is hereby sustained, and it is thereon ordered that the following portions of said answer be stricken, to-wit:

First:- That portion of paragraph designated Fifteenth thereof, beginning in the fifth line of said paragraph on page seven (7) of said answer, reading as follows, to-wit: -

"he had equal, if not greater, understanding of the nature and extent of his property and the value thereof and of its disposition and management of all of the older illiterate full blood Indians, and that he had equal capacity to execute an oil and gas lease with other adult full bloods of equal mental capacity."

Second:- That further portion of said paragraph designated Fifteen of said answer beginning with the words "and that certain persons" in the second line of page eight (8) of said answer down to and including the conclusion of said paragraph in the third line of page ten (10) of said answer;

Third :- All of paragraph designated Sixteen of said answer as appears on pages ten (10), eleven (11), and twelve (12) of said answer down to and including the words "distribution of his estate" appearing in the last line of page twelve (12) of said answer;

Fourth:- All of paragraph designated seventeen of said answer as appears on pages thirteen (13), fourteen (14), and fifteen (15) of said answer;

to which ruling the defendant, by his counsel, at the time excepts, and exceptions thereto are hereby allowed.

IT IS FURTHER ORDERED AND ADJUDGED that the fifth ground of the said motion of plaintiff, the United States of America, to strike all of paragraph designated 18 of said answer, as appears on page fifteen (15) thereof, and being a plea of the Statute of Limitations, is in all respects overruled, to which ruling of the Court on said fifth ground of said motion the plaintiff, the United States of America, by its said attorneys, at the time excepts, and exceptions are thereto allowed.

F. E. MEINAMER  
JUDGE.

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



1932, paid in their proper order out of any available funds now in the sinking fund of the defendant Town of Kiefer properly applicable to the payment thereof.

The court further finds that the plaintiff is entitled to a decree restraining and enjoining the defendant Town of Kiefer and its Trustees, Alfred Reel, Lou Wilder, W. A. Price and C. B. Proffitt, and their successors in office, and the Town Treasurer, Brady Heath, and his successor in office, from diverting the sinking fund of said Town of Kiefer to any other purpose than to the payment of the outstanding bonds and coupons and interest due thereon of the Town of Kiefer until all of the valid outstanding bonds and coupons and interest thereon of said Town of Kiefer are fully paid, and from using the sinking fund money of said town for the purchase of warrants, claims or judgments against said town, or investing said funds in any other manner so long as any of the valid bonded indebtedness of said town or the interest coupons thereon remain due and unpaid.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED That said defendant Town of Kiefer and said Town Trustees and said Brady Heath, Treasurer, and their successors, pay to the plaintiff herein all of said coupons of the plaintiff herein which became due on the 1st day of July, 1928, and up to and including the 1st day of January, 1932, and interest thereon from the date of their maturity until paid, at the rate of six per cent (6%) per annum, out of any and all money now in the sinking fund of the Town of Kiefer or which may be hereafter placed in the sinking fund of the Town of Kiefer which are properly available and applicable to the payment of said coupons and interest, having regard for any of the other outstanding valid bonds or coupons of said Town, and the said Town of Kiefer and the Town Trustees, Alfred Reel, Lou Wilder, W. A. Price and C. B. Proffitt, and their successors, and the said Brady Heath, Town Treasurer, and his successor in office, are hereby perpetually restrained and enjoined from hereafter using any of the sinking fund money of the Town of Kiefer for the purchase of any warrants, claims or judgments against said town, or from investing the said sinking fund of said town in any other manner so long as there are outstanding any valid bonds or interest coupons of said town remaining due and unpaid.

F. E. KENNAMER  
JUDGE.

O.K. W. R. WITHINGTON  
Attorney for Plaintiff, A. J. Postel

O.K. W. V. PRYOR,  
Attorney for Defendant, The Town of  
Kiefer

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

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Court adjourned until June 7, 1932.

1932. Court convened pursuant to adjournment, Tuesday, June 7th,

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.

Osage Oil and Refining Company, a Corporation,	Plaintiff,	) Number Equity - 222. ✓
vs.	)	
Mamie Axelrod, et al,	Defendants.	)

ORDER DISMISSING PETITION OF INTERVENTION  
OF VERNE D. ADAMSON.

NOW, on this 6th day of June, 1932, came on for consideration by  
the Court the written motion of Intervener, Vern D. Adamson, to dismiss his  
Petition of Intervention, and the Court, having considered the same finds that  
the same should be and is hereby sustained.

IT IS, THEREFORE, by the Court hereby ordered that the Petition  
of Intervention heretofore filed by the Intervener, Verne D. Adamson, in the  
above entitled cause, be and the same is hereby dismissed, with prejudice to a  
future action.

EDGAR S. VAUGHT  
Judge Specially Assigned.

ENDORSED: Filed Jun 7 1932  
H. P. Warfield, Clerk  
U. S. District Court ME

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

Osage Oil and Refining Company, a Corporation,	Plaintiff,	) Number Equity 222. ✓
vs.	)	
Mamie Axelrod, et al,	Defendants.	)

O R D E R

NOW, on this 6th day of June, 1932, before the undersigned Special-  
ly Assigned Judge came on the application of Edward E. Aldridge Trustee, to  
intervene, and the Court, having considered said written application, finds that  
the prayer thereof should be granted;

IT IS, THEREFORE, by the Court hereby ordered and decreed that said Edward E. Aldridge, Trustee, be and he is hereby given leave forthwith to file his Petition of Intervention in the above entitled cause.

EDGAR S. VAUGHT  
Judge Specially Assigned.

ENDORSED: Filed Jun 7 1932  
H. P. Warfield, Clerk  
U. S. District Court ME

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

Osage Oil and Refining Company, )  
a Corporation, ) Plaintiff, )  
vs. ) Number 222. ✓  
Equity )  
Mamie Axelrod, et al, ) Defendants. )

O R D E R

NOW, on this 6th day of June, 1932, came on for consideration before the Court the written application of the Plaintiff for leave to file an Amended and Supplemental Bill in the above entitled cause, and the Court, having duly considered same, finds that the same should be granted.

IT IS, THEREFORE, by the Court hereby ordered and decreed that said Plaintiff be and it is hereby given leave to forthwith file in this action an Amended and Supplemental Bill in accordance with its application.

EDGAR S. VAUGHT  
Judge Specially Assigned.

ENDORSED: Filed Jun 7 1932  
H. P. Warfield, Clerk  
U. S. District Court ME

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

Brown-Crummer Investment Company, )  
Plaintiff, )  
vs. ) No. 598 Equity. ✓  
The Town of Bixby, et al, ) Defendants. )

O R D E R

Now on this 6th day of June, 1932, for good cause shown, it is ordered that the complainant above named be, and it is hereby given leave to file instanter herein its answer to the petitions in intervention of M. J.

McNulty, Sneed Royalty Company and C. R. Thurlwell.

F. E. KENNAMER  
Judge.

ENDORSED: Filed Jun 7 1932  
H. P. Warfield, Clerk  
U. S. District Court W

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Court adjourned until June 8, 1932.

EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, JUNE 8, 1932

Court convened pursuant to adjournment, Wednesday, June 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:

FIRST NATIONAL BANK, TULSA, Plaintiff, )  
-vs- ) No. 39 Equity ✓  
NATIONAL HARDWOOD CO. ET AL., Defendants. )

Now on this 8th day of June, A. D. 1932, it is ordered by the  
Court that the Clerk of the Court deposit the balance in the above styled cause  
into the Registry of the Court.

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

J. G. Hughes, Receiver of First  
National Bank of Sapulpa, Oklahoma, )  
Plaintiff, )

vs. )

F. B. Reed, I. F. McGee, J. A. Boyd, )  
Sam Dreyfus, A. H. Stone, J. W. )  
Adams, W. J. Miller, and Rose G. )  
Creegan, Executrix of the Estate of )  
E. T. Creegan, Deceased, Defendants. )

No. 43 Equity.

FINAL DECREE

Now on this 8th day of June, A. D. 1932, this cause having been set  
down for trial at this time and coming on to be heard, the plaintiff was

present in person and by his attorney, George B. Schwabe, and the defendant, J. A. Boyd, being present in person, and the defendants, J. A. Boyd, Sam Dreyfus, and Rose G. Creegan, executrix of the estate of E. T. Creegan, deceased, appearing by their attorneys, Biddison, Campbell, Biddison & Cantrell, and the defendant, W. J. Miller, being present in person and by his attorney, Conn Linn.

The case was called in regular order, and the plaintiff asked leave to dismiss the case against all of said defendants, which leave was granted by the court and a dismissal entered accordingly.

The plaintiff moved the court to tax the costs of the case against all of the defendants except A. H. Stone.

It appearing to the court that in a former trial of this cause judgment had been rendered in favor of all of said defendants, which judgment was as to defendant A. H. Stone affirmed, and reversed as to the other defendants.

It further appeared to the court that the United States Circuit Court of Appeals for the Tenth Circuit in reversing the former judgment of this court, ordered that the cost of printing the record in the Circuit Court of Appeals and one-eighth of the other costs be taxed to the plaintiff, and seven-eighths of the other costs taxed to all of the above named defendants except A. H. Stone.

It further appeared to the court that the itemized statement of the costs certified to this court by the Clerk of the United States Circuit Court of Appeals, amounted to \$45.60, seven-eighths of which should be taxed to all of the above named defendants except A. H. Stone.

IT IS, THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that this cause be dismissed as to all of said defendants, and that seven-eighths of the said \$45.60, in the sum of \$39.90, be taxed to the defendants, F. B. Reed, I. F. McGee, J. A. Boyd, Sam Dreyfus, J. W. Adams, W. J. Miller, and Rose G. Creegan, Executrix of the Estate of E. T. Creegan, deceased, and that the plaintiff have judgment against said defendants for said amount.

It is further considered, ordered and adjudged that no costs be taxed against the defendant, A. H. Stone.

It is further considered, ordered and adjudged that all of the costs that have accrued in this court be taxed to the plaintiff, the Receiver of the First National Bank of Sapulpa, Oklahoma, except the sum of \$500.00 which the defendants have heretofore paid as part payment of the master's fee in this cause, and it is ordered that they not be permitted to recover said \$500.00.

Plaintiff excepts to the ruling of the court in refusing to tax the costs incurred in the trial court against the defendants, and exception is allowed.

F. E. IENKAMER

O.K. GEO. B. SCHWABE, Atty for  
Plaintiff.

Judge of United States District Court.

BIDDISON, CAMPBELL, BIDDISON & CANTRELL  
Atty for Defts.

ENDORSED: Filed Jun 9 1932  
H. P. Warfield, Clerk  
U. S. District Court W

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UNITED STATES OF AMERICA, Plaintiff, )  
vs. ) No. 293 - Equity. ✓  
B. H. BOWMAN, ET AL, Defendants. )

Now on this 8th day of June, A. D. 1932, it is ordered by the Court that the Clerk of the Court deposit the balance of \$63.75 in this case in the Registry of this Court.

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

Hanna Anderson, Complainant, )  
vs. ) No. 562 Eq. ✓  
Jack Roberts, O. K. Peck, et al., Defendants. )  
United States of America, Intervener. )

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 7th day of June, 1932, for good and sufficient cause appearing to this Court, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, That the time be extended to the 15th day of August, 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 Court for the Northern District of Oklahoma.

A. E. WILLIAMS, Assist U. S. Atty.  
O.K. MERRICK A. WHIPPLE,  
Solicitor for Complainant.  
STONE MOON & STEWART  
D. H. LINEBAUGH  
Attys for Jack Roberts

ENDORSED: Filed Jun 8 1932  
H. P. Farfield, Clerk  
U. S. District Court DC

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

United States,	Plaintiff,	) No. 632 Equity ✓
vs.	)	
G. B. James, et al,	Defendants. )	

ORDER NUNC PRO TUNC

Now on this 7th day of June, 1932, this cause came on to be heard in open court before Honorable F. E. Kennamer, Judge, on the application of plaintiff for an Order Nunc Pro Tunc to correct the description of the addition to the town of Fairfax, Oklahoma, in which the land involved herein is located; and the Court having examined said motion and the evidence in the case, finds that said land is erroneously described in the decree of foreclosure herein as being in the "original town of Fairfax" instead of in "Tallchief Addition to Fairfax", and should be corrected as of date of said decree. It is further shown that the same error appears in the order of sale issued herein on May 21, 1932, and should be corrected as of that date.

IT IS THEREFORE the order of Court that the description of the land involved herein be corrected by interlineation to read as follows: Lots 17, 18 and 19 in Block 13; Lots 3, 4 and 5 in Block 15 and Lots 17 and 18 in Block 16, "Tallchief Addition to Fairfax", Osage County, Oklahoma instead of original town of Fairfax, in both the decree and order of sale herein, or stand corrected as shown in this order.

F. E. KENAMER  
JUDGE

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

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

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

United States,	Plaintiff,	) No. 632 Equity ✓
vs.	)	
G. B. James, et al,	Defendants. )	

O R D E R

Now on this 7th day of June, 1932, this cause came on regularly to be heard in open court on plaintiff's motion to correct the Bill of Complaint therein by interlineation, and the Court having examined the pleadings in said cause, and being advised in the premises, finds that said motion should be sustained so as to show the land involved herein to be located in Tallchief

Addition to Fairfax instead of the original town of Fairfax.

IT IS THEREFORE THE ORDER OF THE COURT that the words "original town of Fairfax" in the prayer of said Bill of Complaint be corrected by interlineation to read "Tallchief Addition to Fairfax", as the correct description of the addition to Fairfax in which the land involved herein is located.

F. E. KENNAMER  
JUDGE

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

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

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

J. G. CATLETT, Complainant, )  
vs ) No. 738 - EQUITY. ✓  
GEO. D. HOPE LUMBER COMPANY, Defendant. )  
a corporation, )

O R D E R

NOW On this 8th day of June, 1932, there comes on for hearing the motion of the defendant herein to dismiss the first amended bill of complaint herein and the amendment thereto, and the Court having heard the argument of counsel in support of such motion and in opposition thereto and being fully advised in the premises finds that such motion should be overruled; and,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the motion of the defendant herein to dismiss the first amended bill of complaint herein and the amendment thereto be and the same is hereby overruled.

To which order the defendant excepts and exception is allowed. The defendant is given fifteen days from this date in which to answer such amended bill of complaint.

F. E. KENNAMER  
J U D G E.

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

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

LINCOLN PRINTING COMPANY,  
a corporation,

Plaintiff, )

v. )

MIDDLE WEST UTILITIES COMPANY,  
a corporation,

Defendant. )

In Equity ✓  
No. 748

ORDER APPROVING RECEIVERS' BONDS.

On this the 8th day of June, 1932, come Edward N. Hurley, Charles A. McCulloch and H. P. Bowser, heretofore appointed by this Court as Receivers in the above entitled action, by order of this Court entered on the 23rd day of May, 1932, and file in said cause their respective bonds as such Receivers, as required in said order of appointment, to-wit: Bond executed by the said Edward N. Hurley as such Receiver, under date of June 2nd, 1932, in the sum of \$1,000.00 with the New Amsterdam Casualty Company as Surety, bond executed by the said Charles A. McCulloch as such Receiver under date of June 2nd, 1932, in the sum of \$1,000.00 with New Amsterdam Casualty Company as Surety, and bond executed by the said H. P. Bowser as such Receiver under date of June 7th, 1932, in the sum of \$1,000.00 with The Aetna Casualty & Surety Company as Surety; and now on this the 8th day of June, 1932, it is hereby ordered that the said bonds, and each of them, and the surety on each of said bonds, be, and the same are hereby, approved.

F. E. KENNAMER  
JUDGE

ENDORSED: Filed Jun 8 1932  
W. P. Warfield, Clerk  
U. S. District Court

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Court adjourned until June 9, 1932.

1932. Court convened pursuant to adjournment, Thursday, June 9th,

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. 550 Equity.
Board of County Commissioners of Osage County, Oklahoma.	Defendants.	)	

ORDER ENLARGING TIME IN WHICH TO FILE APPEAL.

Now on this 9th day of June, 1932, said defendants request additional time in which 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 here by given sixty 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: JNO. M. GOLDSBERRY  
ATTORNEY FOR THE PLAINTIFF

LEANDER HALL  
ATTORNEY FOR THE DEFENDANTS.

ENDORSED: Filed Jun 9 1932  
H. P. Warfield, Clerk  
U. S. District Court

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

ERLE K. BEY,	Complainant	)	
		}	
vs.		}	No. 581 Equity
MONARCH ROYALTY CORPORATION, et al,	Defendants.	)	
JAMES A. HARRIS, Receiver		}	
GEORGE H. 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 sixty 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 sixty days from this date.

Dated this seventh day of June, 1932.

F. E. KENNAMER  
Judge

ENDORSED: Filed Jun 9 1932  
H. P. Warfield, Clerk  
U. S. District Court JMR

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

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

O R D E R

On this day 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 sixty 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 sixty days from this date.

Dated this seventh day of June, 1932.

F. E. KENNAMER  
Judge.

ENDORSED: Filed Jun 9 1932  
H. P. Warfield, Clerk  
U. S. District Court JMR

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

Thomas Manning, Plaintiff, )  
 Vs. )  
 Oil States Manufacturing Company, )  
 a Corporation, Dresser & Gorton, a )  
 Corporation, Leo. H. Gorton, L. L. )  
 Dresser, and M. L. Gorton, Defendants. )

In Equity ✓  
No. 649

ORDER RECALLING EXECUTION.

This matter having come on before the court in its regular order on this 9th day of June, 1932, upon motion of Dresser & Gorton a Corporation, Leo H. Gorton, L. L. Dresser and M. L. Gorton, to recall an execution issued by the clerk of this court on the 4th day of June, 1932, in the above entitled matter, and the court being fully advised in the premises, and it appearing that the said parties, both plaintiff and defendants are present in open court by their respective counsel of record, and it further appearing to the court that said motion should be sustained, it is therefore:

ORDERED CONSIDERED AND ADJUDGED, that said execution be and the same is hereby recalled as to all defendants therein named except the Oil States Manufacturing Company.

F. E. KENNAMER  
Judge for the Northern District for the State of Oklahoma.

ENDORSED: Filed Jun 9 1932  
H. P. Farfield, Clerk  
U. S. District Court

THOMAS MANNING, Plaintiff, )  
 -vs- )  
 OIL STATES MANUFACTURING CO. )  
 a Corporation, et al., Defendants. )

No. 649 - Equity. ✓

Now on this 9th day of June, A. D. 1932, it is ordered by the Court that the Clerk be, and he is hereby, directed to strike "s" from the word, "defendants", in Line One of Paragraph 6 of the Final Decree, filed herein, on February 13, 1932. (F.E.K. Judge).

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

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

O R D E R

Upon reading and filing the petition of C. H. Wright, Receiver herein, setting out that there was deposited with the Sunray Oil Company a cashier's check for the sum of \$450.00 as a trust fund to secure the Sunray Oil Company against loss while the title to a one-fiftieth (1/50th) interest in an oil and gas lease described as the West Half of the East Half of Section 16, and the North west Quarter of the Northeast Quarter of Section 21, Township 5 North, Range 8 East, I.M., in Pontotoc County, Oklahoma, should be perfected, and thereafter to be delivered to George H. White, and upon consideration of the application of the said George H. White, and upon consideration of the application of the said George H. White, it appearing to the Court that the said cashier's check was inadvertently and by mistake deposited to the general credit of the Sunray Oil Company and that the same thereby increased the assets of the Sunray Oil Company when in truth and in fact the money belonged to the said George H. White; it is therefore

ORDERED, ADJUDGED AND DECREED BY THE COURT that C. H. Wright, Receiver herein, be, and he is hereby authorized and empowered to pay from the assets of the Sunray Oil Company in his hands as such Receiver, to George H. White, the sum of \$450.00, and to take from the said George H. White a full receipt and release of all claims of the said George H. White by reason of the deposit of the said \$450.00 with the Sunray Oil Company to secure the perfecting of title of the one-fiftieth (1/50th) interest in the least above mentioned.

Dated 9th day of June, 1932.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE

EMBOISED: Filed Jun 9 1932
H. P. Warfield, Clerk
U. S. District Court DC

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 Defendants. )
SUNRAY OIL CORPORATION,

ORDER AUTHORIZING RECEIVER TO EXECUTE OIL AND GAS MINING LEASE TO JAS. L. CRIZZARD



1932, upon the application of the complainants herein, and others, for a temporary injunction as prayed for in the application now on file herein and set for hearing for this date; and the applicants appearing in person and by Moss, Breckinridge & Young, their attorneys, and the Court being fully advised in the premises for good cause shown is of the opinion that the application for continuance should be granted;

IT IS THEREFORE ORDERED that the hearing on the application for temporary injunction be, and the same hereby is continued to June 20th, 1932, at 9:30 A.M., and that the temporary restraining order heretofore entered herein be, and the same is hereby extended to said date of June 20th, 1932.

F. E. KENNAMER  
J U D G E

ENDORSED: Filed Jun 10 1932  
H. P. Warfield, Clerk  
U. S. District Court

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

Now on this 10th day of June, A. D. 1932, it is ordered by the Court that petition of Charles Mashunkashey be, and it is hereby, denied. It is further ordered by the Court that exception be allowed and appeal bond be fixed in the sum of \$100.00. It is the further order of the Court that Petitioner be given leave to amend the petition of Intervention.

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

UNITED STATES OF AMERICA, Complainant, )  
vs. ) No. 674 Equity ✓  
ROSA MASHUNKASHEY, et al., Defendants. )

ORDER DENYING AND DISMISSING PETITION  
FOR LEAVE TO INTERVENE.

Now on this 10th day of June, 1932, at the Special March 1932 term of the court sitting at Tulsa in said District, this cause comes on to be heard upon the petition by Charles Mashunkashey, an incompetent person, by Fred S. Clinton, as the guardian of his person and estate and as his prochein ami, for leave to intervene in the above entitled suit. The said petitioner appears by his attorneys John L. Ward and Phil W. Davis, Jr., by Phil W. Davis, Jr. and by Fred S. Clinton as the guardian of his person and estate and as his prochein ami. The complainant, United States of America, appears by its solicitors John M. Coldesberry, United States Attorney and Harry Seaton, Assistant United States Attorney, The defendants Rosa Mashunkashey, Lucille Stafford, alias Lucille White, Theodore (Ted) Morton, Samuel Blair, Ralph A.

Barney, Jesse L. Warren, Clayton N. Smith, D. C. Howard and Ida Warren, appear by their solicitors, M. L. Holcombe, Clarence Lohman, Wash E. Hudson and R. D. Hudson. The defendants Samuel Blair and Ralph A. Barney, appear by their solicitor M. A. Whipple. The Exchange National Bank of Tulsa, Oklahoma, appears by its solicitor James E. Bush. The defendants Missouri State Life Insurance Company, a corporation; W. O. Stephenson and Tressa M. Stephenson, husband and wife, Kenneth Trough, J. B. Talbutt and Maggie Talbutt, husband and wife, appear not.

Thereupon the said petitioner for leave to intervene presents said application to the court and the complainant, United States of America having stated by its solicitor, John M. Goldesberry United States Attorney, that it offers no objections to the granting of said petition for leave to intervene, and the defendants Rosa Mashunkashey, Lucille Stafford, alias Lucille White; Theodore (Ted) Morton; Samuel Blair, Ralph A. Barney, Jesse L. Warren, Clayton N. Smith, D. C. Howard and Ida Warren, having filed in writing their motion to dismiss the petition to intervene, the court being now fully and duly advised in the premises upon consideration thereof, finds that said petition of Charles Mashunkashey for leave to intervene should be denied, without prejudice to the right of said petitioner to renew his application for leave to intervene herein, should he desire to make such application at any time hereafter during the pendency of this cause. It is therefore

CONSIDERED, ORDERED, and DECREED, that the said petition of Charles Mashunkashey, an incompetent person, by Fred S. Clinton, as guardian of his person and estate and as his prochein ami, filed herein on the 21st day of May 1932, be and it is denied and dismissed without prejudice to the right of said petitioner to renew his application for leave to intervene herein, should he desire to make such application at any time hereafter during the pendency of this cause.

To the said finding, ruling, decision, order and judgment of the court, insofar as it denies and dismisses said petition for leave to intervene, the said Charles Mashunkashey now duly and legally excepts and asks that said exceptions be allowed, and the said exceptions hereby are allowed.

F. E. KENNAMER  
JUDGE OF THE U. S. DISTRICT COURT.

O.K. R. D. HUDSON  
WASH HUDSON  
CLARENCE LOHMAN  
M. L. HOLCOMBE

O.K. GOLDESBERRY, U. S. ATTY.  
June 11, 1932- Received copy A. J. KRIETE,  
Atty Ex. Natl Bank.

O.K. as to form  
MERRICK A. WHIPPLE  
Solicitor Ralph A. Barney & Samuel Blair

RECORDED: Filed Jun 13 1932  
H. P. Warfield, Clerk  
U. S. District Court ME

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

J. FRANKLIN TAUSCH, Complainant )  
vs. )  
SUNRAY OIL COMPANY and Defendants )  
SUNRAY OIL CORPORATION, )  
No. 684 Equity ✓

O R D E R.

On this 10th day of June, 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 application appeared by its solicitor, HORACE H. HAGAN, ESQ., and the receiver herein appeared by one of its solicitors, PAUL TALIAFERRO, ESQ., 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 30th day of July, 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 against the defendants herein, or either of them.

F. E. KENLAWER  
Judge.

O.K. PAUL E. TALIAFERRO  
Atty for Receiver  
June 10, 1932

ENDORSED: Filed Jun 10 1932  
H. P. Warfield, Clerk  
U. S. District Court

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

Farm Mortgage Holding Company, a corporation, COMPLAINANT )  
vs. )  
M. J. Montgomery, et al., DEFENDANTS )  
IN EQUITY  
CASE NO. 704 ✓

O R D E R

On this day comes the complainant and shows to the Court that this is a suit to foreclose a mortgage upon the following lands situated in the County of Craig and State of Oklahoma, 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 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 and Southwest Quarter of Southeast Quarter of Northwest Quarter and 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 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 Southeast 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 (2840) 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 (2850) acres more or less.

That the defendants, Sam Vander Weide, 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, D. E. Denison and Howard Montgomery, are not inhabitants of nor found within this district, nor have they voluntarily appeared to this action.

WHEREUPON, It is ordered that said defendants appear to this action, and plead, answer or demur thereto on or before the 29th day of July, 1932. It is further ordered that a copy of this order be served upon A. R. Smith, Receiver in this cause, and the person in charge of said property. And it further appearing that the defendants, Sam Vander Weide, 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, cannot be found and that their whereabouts and place of residence remain unknown after extensive and diligent inquiry, and that the defendants, D. E. Denison and Howard Montgomery, are non-residents of the State of Oklahoma, and that personal service on said defendants above named is not practicable, it is therefore ordered that notice of this order be published once a week for six consecutive weeks in The Craig County Democrat, a newspaper published in the City of Vinita, County of Craig and State of Oklahoma.

F. E. KENAMER  
UNITED STATES DISTRICT JUDGE.

ENDORSED: Filed Jun 10 1932  
H. P. Warfield, Clerk  
U. S. District Court DC

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Court adjourned until June 13, 1932.

Court convened pursuant to adjournment, Monday, June 13, 1932.

Present: Hon. F. E. Kenamer, 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

T. J. Booth, et al.,

Plaintiffs, )

vs.

F. J. Greer, et al.,

Defendants. )

No. 363 ✓  
IN EQUITY.

O. A. L. R.



and the same is hereby revived in respect to the said Joseph J. Henry in the name of Bertha Lavina Henry as executrix of the estate of Joseph J. Henry, deceased, and that all further proceedings therein be in the name of such executrix.

J. E. KENNAMER  
Judge.

EMBOISED: Filed Jun 13 1932  
H. P. Warfield, Clerk  
U. S. District Court JMR

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

Knickerbocker Royalty Corporation, )  
Bertha Lavina Henry, Executrix of the )  
Estate of Joseph J. Henry, Deceased, )  
and Joseph R. Paull, Plaintiffs, )

vs.

Mathews Nelson and Annette Nelson, )  
Defendants. )

No. 665 Equity. ✓

DECREE OF DISMISSAL.

By agreement of the respective parties in the above entitled cause, and upon the conditions set forth in the agreement and stipulation attached, and subject thereto;

IT IS ORDERED, ADJUDGED AND DECREED BY THE COURT that the bill of complaint of the plaintiffs be, and the same is, hereby dismissed with prejudice to the institution of any further, or other, like suit or proceeding, and that the counterclaim of the defendants be, and the same is, hereby dismissed with prejudice to the institution of any further, or other, like suit or proceeding.

Done in open Court this 13 day of June, 1932.

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

EMBOISED: Filed Jun 13 1932  
H. P. Warfield, Clerk  
U. S. District Court JMR

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

Standish Hall, Trustee, and Guarantee Title & Trust Company, a corporation, trustee,

Plaintiffs,

-vs-

The Knight Realty Company, a corporation, et al.,

Defendants.

No. 708 Equity ✓

ORDER

Now on this 10th day of June, 1932, the above entitled and numbered cause coming on for hearing on the reports, for the period May 4, 1932, to May 19, 1932, and for the period May 19, 1932 to June 4, 1932, submitted and filed by the manager appointed by the court for the property involved in this case, Mrs. K. E. Dent,

The court finds from the evidence submitted that the defendants Mrs. Adah Sanders and J. W. Sanders, her husband, are causing moneys to be paid contrary to the rights of the plaintiffs out of the revenues arising from the rental of the apartment property involved in this case, and which moneys are being paid on the obligation of the said defendants Adah Sanders and J. W. Sanders to Mrs. B. Shallenberger for the purchase price of a vacant lot adjoining the apartment property involved in this case, and which is not covered by the mortgage described in plaintiffs bill of complaint, and which vacant lot the said Adah Sanders and J. W. Sanders have never arranged to be a part of the plaintiffs' security for the bonds described in plaintiffs' bill of complaint.

The court further finds from the evidence submitted that the defendants Adah Sanders and J. W. Sanders are occupying without paying rent therefor the following apartments:

- 1 - 2
- 109 - 110
- 115 - 116,

and that the attorney for said defendants Adah Sanders and J. W. Sanders, namely, F. E. Riddle, Esquire, is occupying without paying rent therefor, the following apartment:

- 309 - 310.

and that the manager appointed by the court to manage said apartment property, namely, Mrs. K. E. Dent, is occupying, with the approval of the court, and without paying rent therefor, the following apartment;

- 101 - 102.

The court finds that the occupancy of the apartments first described, by the defendants Sanders, and their attorney, Mr. Riddle, is an excessive and unjustified use of apartments in said building without any revenue being paid therefor, and the same is a detriment to the interests of the plaintiffs, and is prejudicial to their rights in the administration of this case.

The court further finds from the evidence that the physical condition of the defendant J. W. Sanders is such that his use of the premises is

obnoxious to various tenants and that tenants are complaining with respect to same and are threatening to vacate the premises and cause said apartment property to produce less rental than it would produce but for such obnoxious use of the premises by said J. W. Sanders.

The court further finds that no satisfactory evidence has been submitted justifying the use by defendants' attorney, F. B. Riddle, Esquire, rent free of the apartment 309-310 occupied by himself.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED BY THE COURT that the defendants Adah Sanders and J. W. Sanders, and the manager of said apartment property, Mrs. M. E. Dent, should be and they are ordered and directed to cease making payment or causing payment to be made out of the revenues arising from the rental of said apartment property of any sum of money to the seller of said vacant lot No. 4, Mrs. Shallenberger, or any part of the purchase price which the said Adah Sanders and J. W. Sanders agreed to pay for said vacant lot, and

That the said Adah Sanders and J. W. Sanders and Mrs. M. E. Dent make report to the court within five days from this 10th day of June, 1932, of the total amount of money arising from the rental of said apartment property that has been paid to Mrs. Shallenberger on the purchase price of said lot, and

That the said Adah Sanders and J. W. Sanders and said Mrs. M. E. Dent, their agents, employees, attorneys and representatives desist from permitting or causing the said Adah Sanders and J. W. Sanders to occupy, rent free, more than one apartment in said apartment building, and

That the said J. W. Sanders be and he is hereby ordered and directed to desist and refrain from making any use of the halls, reception rooms and the premises involved in this case, that annoys or injures the comfort, repose and health of the tenants in said apartment building other than the defendants Adah Sanders and J. W. Sanders, and

IT IS FURTHER CONSIDERED, ORDERED AND ADJUDGED BY THE COURT that the attorney for the defendants Sanders, make proper showing to this court within five days from this 10th day of June, 1932, why he should not be denied the privilege from and after the first day of June, 1932, of occupying, rent free, the apartment 309-310 located in said apartment building or any other apartment in said building.

IT IS FURTHER CONSIDERED, ORDERED AND ADJUDGED BY THE COURT that the plaintiffs, also the defendants, Adah Sanders and J. W. Sanders, and the aforesaid Mrs. M. E. Dent, and the attorneys for the plaintiff and the defendants Sanders, appear before this court on the 15 day of June, 1932, at 9 o'clock A.M., for consideration of further orders which the court will then suggest should be made in this cause.

F. B. RIDDLE  
Judge

EMPOWERED: Filed Jun 13 1932  
E. P. Garfield, Clerk  
U. S. District Court J.R

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

United States,	Plaintiff,	) No. 711 Equity. ✓
vs.	)	
Jeanette Ross and C. A. Ross,	Defendants.	

JOURNAL ENTRY OF JUDGMENT.

Now on this 13th day of June, 1932, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, United States District Judge presiding, and plaintiff being present by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and defendants being present by their attorneys, Sturzell & Colville, and defendants having made answer admitting that they made, executed and delivered the note and mortgage sued upon herein, and that said indebtedness has not been paid, but it appearing that the real estate covered by said mortgage is the homestead of the defendants, and they object to the appointment of a Receiver herein, and the Court being fully advised in the premises sustains all the allegations of the plaintiff herein except that portion asking for the appointment of a Receiver, which is by the Court denied;

IT IS, THEREFORE THE ORDER AND JUDGMENT of the Court that the plaintiff, the United States, in its own behalf and in behalf of its ward, Moose-che-he, restricted Osage Allottee No. 589, do have and recover of and from the defendants, Jeanette Ross and C. A. Ross the sum of \$6350.15, with interest thereon at the rate of 7% per annum from January 19, 1932, together with all costs, including an attorney's fee as the Court may order, unpaid taxes in the sum of \$789.25, with interest and penalties, and foreclosure of the mortgage herein, as prayed in the Bill of Complaint.

It is the further order of the Court that if said indebtedness is not paid within 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, the following described property, to-wit:

Southeast Quarter (SE4) of Section Thirty-four  
(34) Township Twenty-five (25), Range Line (9),  
Osage County, Oklahoma,

and apply the proceeds of said sale as follows:

- First - To the payment of costs of this suit and said sale.
- Second - The payment to plaintiff of the sum of \$6350.15 with interest @ 7% from January 19, 1932.
- Third - Payment of attorney's fees and all unpaid taxes against said property.
- Fourth - The residue, if any, to be turned into this court, to await the further order of the Court.

It is the further order of the Court that after said sale the

said defendants, Jeanette Ross and C. A. Ross, and all persons claiming under them since the commencement of this suit, be, and they are forever barred from claiming any right, title, interest or equity in or to said land or any part thereof.

F. E. KENNAMER  
JUDGE

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

ENDORSED: Filed Jun 13 1932  
H. P. Warfield, Clerk  
U. S. District Court

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Court adjourned until June 14, 1932.

Court convened pursuant to adjournment, Tuesday, June 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:

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

Now on this 14th day of June, A. D. 1932, it is ordered by the Court that Villard Martin be, and he is hereby, appointed Receiver in the above styled case upon the resignation of James Harris. It is the further order of the Court that attorneys' fees be allowed to Stuart, Coakley & Doerner and F. E. Riddle in the sum of \$14,000.00. It is the further order of the Court that Mr. Morley be allowed \$1800.00 and Receiver, James Harris the sum of \$3150.00. It is the further order of the Court that the bond of Villard Martin be fixed in the sum of \$5000.00. (F.E.K. Judge).

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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, )  
vs. ) Equity No. 652 ✓  
Egger Columbia Company, a corporation, )  
and Fred Irwig, Defendants )

O R D E R

On this 14th day of June, 1932, came on for hearing the report of Ina Mae Warfield, Receiver appointed in the above entitled cause, and the Court having duly considered the matter finds that said report should be confirmed and further finds that the said Ina Mae Warfield has in all things managed the property placed in her hands as such Receiver and disposed of the same according to the orders and directions of this Court, and that she is entitled to be discharged and her bondsmen released from further liability.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the report of Ina Mae Warfield, Receiver herein, be and the same is hereby approved and the said Ina Mae Warfield is hereby discharged, and the sureties on her bond are released from further liability.

W. E. KENNAMER  
District Judge.

ENDORSED: Filed Jun 14 1932  
E. P. Warfield, Clerk  
U. S. District Court JMR

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

United States of America,	Plaintiff,	)
		)
vs.		) No. 676 Equity. ✓
		)
E. S. Hoss, Mrs. E. S. Hoss, and Charles Bagwell,	Defendants.	)

JOURNAL ENTRY OF JUDGMENT.

Now, on this 14th day of June, 1932, this cause came on regularly to be heard in open court before Honorable W. E. Kennamer, Judge of the United States District Court for the Northern District of Oklahoma, on the Bill of Complaint of the plaintiff and the default of the defendants, the plaintiff being present by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants not being present in person or by counsel; and it being shown to the Court that this is a suit brought on a promissory note made and signed by E. S. Hoss and Mrs. E. S. Hoss, wherein they promised to pay Anna Morton Faust, Restricted Osage Allottee No. 194, the sum of \$3,000.00, with interest at the rate of 7%, as pleaded in said Bill of Complaint; and it being further shown to the Court that all of said defendants, to-wit: E. S. Hoss, Mrs. E. S. Hoss, and Charles Bagwell, have been regularly served with subpoenas in equity in person within the Northern District of Oklahoma more than sixty days prior to this date and that each and every one of them has failed to appear, answer, or show any cause why judgment should not be taken against them, and that judgment pro confesso has been taken against all said defendants more than thirty days prior to this date and that said defendants are all in default herein; and the plaintiff having introduced its evidence of the written promissory note and the mortgage sued upon in this cause, the Court, having examined said evidence in open court, and being advised in the premises, sustains the Bill of Complaint of the plaintiff and finds that

the plaintiff is entitled to judgment as therein prayed, for the sum of \$3,332.50, with interest thereon from September 1, 1931, and attorneys' fees as by law required in such cases, and for all costs of this suit, and that the plaintiff is further entitled to judgment foreclosing said mortgage, as prayed in said Bill of Complaint.

IT IS THEREFORE THE ORDER, JUDGMENT AND DECREE OF THE COURT that the plaintiff, the United States of America, in its own behalf and on behalf of Anna Morton Faust, Restricted Osage Allottee No. 194, do have and recover of and from the defendants E. S. Hoss and Mrs. E. S. Hoss and each of them the sum of \$3,332.50, with interest thereon at the rate of 7% per annum from September 1, 1931, until paid, and for attorneys' fees in said cause as provided by law.

IT IS THE FURTHER ORDER AND JUDGMENT OF THE COURT that the plaintiff have judgment herein foreclosing the mortgage sued upon covering the following described land, to-wit:

Lots 4 and 5 in Block 2, Tallchief Addition  
to the town of Fairfax, Osage County, Oklahoma.

IT IS FURTHER ORDERED AND ADJUDGED BY THE COURT that, if said judgment herein is not paid at the expiration of six months from date hereof, an execution and 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, without appraisal, to the highest bidder for cash, the land herein before described, and to apply the proceeds of said sale as follows:

First, to the cost of said sale and of this action.  
Second, to the payment of plaintiff of the sum herein  
adjudged due plaintiff, with interest and attorneys'  
fees.

Third, that the residue, if any residue there be, be  
returned into this Court, to be disposed of as the  
Court may order.

It is further ordered and adjudged that, from and after the sale of said land under the judgment, the said defendants E. S. Hoss, Mrs. E. S. Hoss, and Charles Bagwell, and each of them, and all persons claiming or holding under them since the commencement of this action, be forever barred and foreclosed from claiming any right, title, interest, or equity in or to said land, or any part thereof.

It is further ordered and adjudged by the Court that under the Bill of Complaint filed in this cause the plaintiff is entitled to a receiver herein, and that John H. Vickrey, United States Marshal for the Northern District of Oklahoma, being a proper person, is hereby appointed receiver herein and directed to take immediate charge of said described real estate, to collect the rents and income thereon until the sale of said property or the satisfaction of this judgment as herein decreed, and that said receiver impound said income from said real estate and make report to this Court as to his action hereunder, as the Court may hereafter order.

F. E. LEGGIER  
JUDGE.

O.M. A. E. WILLIAMS,  
Assistant United States Attorney.

No. 676 Equity, Cont'd.

ENDORSED: Filed In Open Court  
June 14 1932  
E. P. Warfield, Clerk  
U. S. District Court

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

United States of America,	Plaintiff,	)	No. 690 Equity. ✓
vs.	)		
C. J. Binning, Mary E. Binning, and Central National Bank of Bartlesville, a Corporation,	Defendants.	)	

JOURNAL ENTRY OF JUDGMENT.

Now, on this 14th day of June, 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, on the Bill of Complaint of the plaintiff and the default of the defendants, the plaintiff being present by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants not being present in person or by counsel; and it being shown to the Court that this is a suit brought on a promissory note made and signed by C. J. Binning and Mary E. Binning, wherein they promised to pay Mary Ware Morrison, Osage Allottee No. 717, the sum of \$4,200.00, with interest at the rate of 7%, as pleaded in said Bill of Complaint; and it being further shown to the Court that all of said defendants, to-wit: C. J. Binning, Mary E. Binning, and Central National Bank of Bartlesville, a Corporation, have been regularly served with subpoena in equity in person within the Northern District of Oklahoma more than sixty days prior to this date and that each and every one of them has failed to appear, answer, or show any cause why judgment should not be taken against them, and that judgment pro confesso has been taken against all said defendants more than thirty days prior to this date and that said defendants are all in default herein; and the plaintiff having introduced its evidence of the written promissory note and the mortgage sued upon in this cause, the Court, having examined said evidence in open court, and being advised in the premises, sustains the Bill of Complaint of the plaintiff and finds that the plaintiff is entitled to judgment as therein prayed, for the sum of \$4,763.50, with interest thereon from November 15, 1931, and attorneys' fees as by law required in such cases, and for all costs of this suit, and that the plaintiff is further entitled to judgment foreclosing said mortgage, as prayed in said Bill of Complaint.

IT IS THEREFORE THE ORDER, JUDGMENT AND DECREE OF THE COURT that the plaintiff, the United States of America, in its own behalf and on behalf of Mary Ware Morrison, Restricted Osage Allottee No. 717, do have and recover of and from the defendants C. J. Binning and Mary E. Binning and each of them the sum of \$4,763.50, with interest thereon at the rate of 7% per annum from November 15, 1931, until paid, and for attorneys' fees in said cause as provided by law.

IT IS THE FURTHER ORDER AND JUDGMENT OF THE COURT that the plaintiff have judgment herein foreclosing the mortgage sued upon covering the following described land, to-wit:

The Northeast Quarter (NE4) of Section Nine (9),  
 Township Twenty-seven (27) North, Range Eleven  
 (11) East, Osage County, Oklahoma.

IT IS FURTHER ORDERED AND ADJUDGED BY THE COURT that, if said judgment herein is not paid at the expiration of six months from date hereof, an execution and 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, without appraisal, to the highest bidder for cash, the land herein before described, and to apply the proceeds of said sale as follows:

- First - To the cost of said sale and of this action.
- Second - To the payment of plaintiff of the sum herein adjudged due plaintiff, with interest and attorneys' fees.
- Third - That the residue, if any residue there by, be returned into this Court, to be disposed of as the Court may order.

IT IS FURTHER ORDERED AND ADJUDGED that, from and after the sale of said land under this judgment, the said defendants C. J. Binning, Mary E. Binning, and Central National Bank of Bartlesville, a Corporation, and each of them, and all persons claiming or holding under them since the commencement of this action, be forever barred and foreclosed from claiming any right, title, interest, or equity in or to said land, or any part thereof.

It is further ordered and adjudged by the Court that under the Bill of Complaint filed in this cause the plaintiff is entitled to a Receiver herein, and that John H. Vickrey, United States Marshal for the Northern District of Oklahoma, being a proper person, is hereby appointed Receiver herein and directed to take immediate charge of said described real estate, to collect the rents and income thereon until the sale of said property or the satisfaction of this judgment as herein decreed, and that said Receiver impound said income from said real estate and make report to this Court as to his action hereunder, as the Court may hereafter order.

F. E. LEMNARD  
 JUDGE.

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

RECORDED: Filed In Open Court  
 Jun 14 1932  
 H. F. Warfield, Clerk  
 U. S. District Court

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IT IS FURTHER ORDERED AND JUDGMENT OF THE COURT that, if said indebtedness is not paid within six months from the date of this judgment, an order of sale and execution 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, without appraisal, to the highest and best bidder, for cash, the lands involved in this suit, described above, and apply the proceeds of said sale, as follows:

- First - To the payment of the cost of said sale and of this suit.
- Second - To the satisfaction of the judgment herein rendered in favor of the Plaintiff.
- Third - If there be a residue, that the same be returned into this court, to await the further order of the Court.

IT IS FURTHER ORDERED AND ADJUDGED that, from and after the sale of said property under this judgment, the said defendants, John Rector, Eliza Rector, J. O. Cales, Hominy National Bank, E. J. Ryan, Dan Timmons, Chas. F. Stuart, Mrs. R. A. Walters, C. F. Lake, Greenwood Gasoline Company, Dan Young, Leady, Mc Donald and Files, G. T. Barlow, and Elizabeth Lane, and each and every one of them, and all persons claiming under them since the commencement of this action, be forever barred and foreclosed against claiming any right, title interest, or equity in or to said premises or any part thereof.

IT IS FURTHER ORDERED BY THE COURT that John H. Vickrey, United States Marshal of the Northern District of Oklahoma, being a fit person, is hereby appointed Receiver of this cause, to take charge of the real estate involved in this action and to collect the rents and profits thereon until the sale thereof or the payment of this judgment, and to impound the same and report to this Court, and await the further order of the Court thereunder.

F. E. KENNAMER  
JUDGE.

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

RECORDED: Filed In Open Court  
Jun 14 1932  
H. P. Warfield, Clerk  
U. S. District Court

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

United States,	Plaintiff,	)
vs.		
		)
Frank V. Shaw and Rose Shaw,	Defendants.	)

No. 705 Equity. ✓

JOURNAL ENTRY OF JUDGMENT

Now, on this 14 day of June, 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, on the Bill of

Complaint of the plaintiff and the default of the defendants, the plaintiff being present by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants not being present in person or by counsel; and it being shown to the Court that this is a suit brought on a promissory note made and signed by the defendants, Frank V. Shaw and Rose Shaw, wherein they promised to pay to the heirs of Foster Strikeaxe, restricted deceased Osage Allottee No. 606, the sum of \$10,000 with interest at the rate of seven per cent per annum, as pleaded in said Bill of Complaint; and it being further shown to the Court that to secure the payment of said note when it became due, the said defendants, as a part of the contract for the making of said note and the borrowing of money thereon, made, executed, and delivered their real estate mortgage, whereby they pledged to the said heirs of Foster Strikeaxe certain property described in said mortgage to secure the payment of said note, said property being described as follows, to-wit:

Southwest Quarter (SW4) of Northeast Quarter (NE4);  
Northwest Quarter (NW4) of Southeast Quarter (SE4)  
of Section Twelve (12), Township Twenty-four (24),  
Range Five (5) East, Osage County, Oklahoma;

and it being further shown to the Court that the conditions of said note and mortgage have been broken by the defendants and that they have not paid the interest nor kept the taxes up on said premises as as promised in said note and mortgage, and that the plaintiff has declared all said indebtedness due; and it being further shown to the Court that the said defendants have been regularly served with subpoena in Equity by personal service within the Northern District of Oklahoma more than sixty days prior to this date, that a judgment pro confesso has been taken against said defendants in this cause more than thirty days prior to this date, and that each of said defendants has failed and refused to appear in said cause or make answer setting up any rights which they may claim to said real estate named in the mortgage or any defense they have to the note, the Court declares the said defendants to be in default; and the plaintiff having introduced its evidence of written instruments consisting of the note and mortgage sued upon, the Court, being advised in the premises, finds the issues in favor of the plaintiff, and that the plaintiff, the United States of America, in its own behalf and in behalf of the heirs of Foster Strikeaxe, restricted deceased Osage Allottee No. 606, is entitled to judgment for the amount remaining unpaid in said note and is entitled to the foreclosure of said mortgage, and the sale of the land described therein after the expiration of six months from the date of this judgment if said judgment is not paid. The Court further finds that the plaintiff is entitled to have a Receiver appointed to take charge of said property and collect the rents and income thereon during the further pendency of this action.

IT IS HEREBY THE ORDER, JUDGMENT, AND DECREE OF THE COURT that the plaintiff, the United States of America, in its own behalf and in behalf of the heirs of Foster Strikeaxe, restricted deceased Osage Allottee No. 606, do have and recover of and from the defendants, Frank V. Shaw and Rose Shaw and each of them, the sum of \$10,739.00, with interest thereon at the rate of seven per cent per annum from January 1, 1932, and for all costs of this case and attorneys' fees, as provided by law.

IT IS FURTHER THE ORDER AND DECREE OF THE COURT that if this judgment is not paid at the expiration of six months from date hereof an execution and 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, without appraisal, to the highest bidder, for cash, the land hereinbefore described, and to apply the proceeds of said sale, as follows:

- (1) To the cost of said sale of this action;
- (2) To the payment to plaintiff of the sum herein adjudged due the plaintiff, with interest and attorneys' fees;
- (3) And that the residue, if any residue there be, be returned into this Court, to be disposed of as the Court may order.

IT IS FURTHER ORDERED AND ADJUDGED that, from and after the sale of said land under this judgment, the said defendants and each of them, and all persons claiming or holding under them since the commencement of this action, be forever barred and foreclosed from claiming any right, title, interest, or equity in or to said land or any part thereof.

IT IS THE FURTHER ORDER AND JUDGMENT OF THE COURT that John H. Vickrey, being a fit person, is hereby appointed receiver herein and directed to take immediate charge of said described real estate, to collect the rents and income thereon until the said of said property, or the satisfaction of this judgment, as herein decreed; and that said Receiver impound said income from said real estate and make report to this Court as to his action hereunder and abide the further order of the Court.

F. E. KENNAMOR  
JUDGE.

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

ENDORSED: Filed In Open Court  
Jun 14 1932  
H. P. Warfield, Clerk  
U. S. District Court

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

United States of America,	Plaintiff,	}	No. 709 Equity.
vs.			
R. P. Hinshaw and Maybelle L. Hinshaw,	Defendants.	}	

JOURNAL ENTRY OF JUDGMENT

Now, on this 14th day of June, 1932, this cause came on regularly to be heard in open court before Honorable F. E. Kennamor, Judge of the United States District Court of the Northern District of Oklahoma, on the Bill of Complaint of the plaintiff and the default of the defendants, the plaintiff being present by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants not being present in person or by counsel; and it being shown to the Court that this is a suit on a promissory note made, executed, and delivered by R. P. Hinshaw and Maybelle L. Hinshaw on November 17, 1926, whereby they agreed to pay John Bruce, Restricted Osage Allottee No. 820, the sum of \$3500 on or before November 17, 1931, with interest at the rate of seven per cent per annum until paid; and it being further shown to the Court that to secure the payment of said note the papers thereof made, executed, and delivered their certain real estate mortgage on certain property

located in Osage County, Oklahoma, and described as follows, to-wit:

All of Lots One (1), Two (2), and Three (3),  
Block Five (5), Wimberly Addition to the  
City of Hominy, Osage County, Oklahoma;

and it being further shown to the Court that said note is past due and unpaid, and that the said defendants have been regularly served with subpoena in Equity in this cause more than sixty days prior to this date, that an order pro confesso has been taken against each of said defendants more than thirty days prior to this date, and that neither has entered an appearance in this cause nor answered said Bill of Complaint setting up any cause denying the allegations of the plaintiff's pleadings, the Court finds that said defendants are in default and that the plaintiff is entitled to a judgment as prayed. It is further shown to the Court that, since the making of said note and mortgage herein sued upon, the said John Bruce has departed this life and that cause as mentioned is brought on behalf of the heirs of John Bruce, deceased. The Court further finds that the plaintiff is entitled to a Receiver in this cause to take care of said property and collect the incomes thereon, and to impound the same and hold it subject to the further order of the Court.

It is therefore the Order, Judgment, and Decree of the Court that the United States of America, in its own behalf and in behalf of the heirs of John Bruce, restricted deceased Osage Allottee No. 820, do have and recover of and from the defendants, R. P. Hinshaw and Maybelle L. Hinshaw and each of them, the sum of \$3,892.40, with interest thereon at the rate of seven per cent per annum from January 17, 1932, and the unpaid taxes on said land in the sum of \$300, with all costs of this case and attorneys' fees, as provided by law.

IT IS THE FURTHER ORDER AND JUDGMENT OF THE COURT that the plaintiff have judgment foreclosing said mortgage and ordering the sale thereof to satisfy said judgment, and that, if said judgment is not paid at the expiration of six months from this date, an execution and order of sale issue out of this Court directed to the United States Marshal of the Northern District of Oklahoma commanding him to advertise and sell the above described land to the highest and best bidder, for cash, at public auction, after advertising, as is required by law, and that he apply the proceeds of said sale to the satisfaction of said judgment, as follows:

- (1) To the payment of the costs of said sale and of this action;
- (2) To the payment to the plaintiff on behalf of the heirs of John Bruce, deceased, the sum of \$3,892.40, with interest, taxes, and attorneys' fees, as provided herein;
- (3) And that the residue, if any residue there be, be reported into this Court, to await the further order of the Court.

IT IS FURTHER ORDERED AND ADJUDGED that John W. Vickery, being a suitable person, is hereby appointed Receiver to take charge of the above-described land and to collect the rents and profits thereon during the further pendency of this cause or until said judgment is paid on said land sold, as herein ordered, and that he report to this Court his action hereunder and abide the further order of the Court.

IT IS FURTHER ORDERED AND ADJUDGED that, from and after the sale of said land under this judgment, the said R. P. Hinshaw and Maybelle L. Hinshaw or either of them, and all persons claiming under them since the commencement of this action, be and they are forever barred and foreclosed from

claiming any right, title, interest, or equity in or to said land or any part thereof.

F. E. KENNAMER  
JUDGE.

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

ENFORCED: Filed In Open Court  
Jun 14 1932  
W. P. Warfield, Clerk  
U. S. District Court

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

United States, )  
 )  
vs. )  
 )  
Len Krause, Mrs. Stacia M. ) No. 713 Equity. )  
Krause and A. W. Mortenson, )  
 )  
 ) Defendants. )

JOURNAL ENTRY OF JUDGMENT.

Now on this 14th day of June, 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, on the Bill of Complaint of the plaintiff and the default of the defendants, the plaintiff being present by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants not being present in person or by counsel; and it being shown to the Court that this is a suit brought on a promissory note made and signed by the defendants, Len Krause and Mrs. Stacia M. Krause, on April 20, 1928, wherein they promised to pay to Charles West, restricted Osage Allottee No. 79, the sum of \$5,375.00 with interest at the rate of seven (7) per cent per annum, to be paid five years after date; and it being further shown to the Court that to secure the payment of said note when it became due, the said defendants Len Krause and Mrs. Stacia M. Krause, as a part of the contract for the making of said note and the borrowing of money thereon, made, executed, and delivered their real estate mortgage, whereby they pledged to the said Charles West certain property described in said mortgage to secure the payment of said note, said property being described as follows, to-wit:

All of Lots Four (4) and Five (5), Block Thirty-two (32)  
in the original townsite of Fairfax, in Osage County,  
Oklahoma;

and it being further shown to the Court that the conditions of said note and mortgage have been broken by the defendants and that they have not paid the interest nor kept the taxes up on said premises as promised in said note and mortgage, and that the plaintiff has declared all said indebtedness due; and it being further shown to the Court that the said defendants have been regularly served with subpoena in equity by personal service within the Northern District of Oklahoma more than sixty days prior to this date, that a judgment pro

confesso has been taken against said defendants in this cause more than thirty days prior to this date, and that each of said defendants have failed and refused to appear in said cause or make answer setting up any rights which they may claim to said real estate named in the mortgage or any defense they have to the note, the Court declares the said defendants to be in default; and the plaintiff having introduced its evidence of written instruments consisting of the note and mortgage sued upon, the Court, being advised in the premises, finds the issues in favor of the plaintiff, and that the plaintiff, the United States of America, in its own behalf and in behalf of the said Charles West, restricted Osage Allottee No. 79, is entitled to judgment for the amount remaining unpaid in said note and is entitled to the foreclosure of said mortgage, and the sale of the land described therein after the expiration of six months from the date of this judgment if said judgment is not paid. The Court further finds that the plaintiff is entitled to have a Receiver appointed to take charge of said property and collect the rents and income thereon during the further pendency of this action.

IT IS THEREFORE THE ORDER, JUDGMENT, AND DECREE OF THE COURT that the plaintiff, the United States of America, in its own behalf and in behalf of Charles West, restricted Osage allottee No. 79, do have and recover of and from the defendants Len Krause and Mrs. Stacia M. Krause and each of them, the sum of \$6,033.43 with interest from February 1, 1932 at the rate of seven (7) per cent per annum, all costs of this case, the sum of \$145.20 unpaid past-due paving taxes, the sum of \$376.66 unpaid past-due ad valorem taxes, and attorneys' fees, as provided by law.

IT IS THE FURTHER ORDER AND JUDGMENT OF THE COURT that if this judgment is not paid at the expiration of six months from date hereof, an execution and 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, without appraisement, to the highest bidder, for cash the land hereinbefore described, and to apply the proceeds of said sale, as follows:

- (1) To the cost of said sale and of this action;
- (2) To the payment to plaintiff, of the sum herein adjudged due the plaintiff, with interest and attorneys' fees and taxes;
- (3) And that the residue, if any residue there be, be returned into this Court, to be disposed of as the Court may order.

IT IS FURTHER ORDERED AND ADJUDGED that, from and after the sale of said land under this judgment, the defendants, Len Krause, Mrs. Stacia M. Krause, and A. W. Mortenson and each of them, and all persons claiming or holding under them since the commencement of this action, be forever barred and foreclosed from claiming any right, title, interest, or equity in or to said land or any part thereof.

IT IS THE FURTHER ORDER AND JUDGMENT OF THE COURT that John W. Vickrey, being a fit person, is hereby appointed Receiver herein and directed to take immediate charge of said described real estate, to collect the rents and income thereon until the sale of said property or the satisfaction of this judgment, as herein decreed; and that said Receiver impound said income from said real estate and make report to this Court as to his action hereunder, to abide



to appear in said cause or make answer setting up any rights which they may claim to said real estate named in the mortgage or any defense they have to the note, the Court declares the said defendants to be in default; and the plaintiff having introduced its evidence of written instruments consisting of the note and mortgage sued upon, the Court, being advised in the premises, finds the issues in favor of the plaintiff, and that the plaintiff, the United States of America, in its own behalf and in behalf of the said Anna Morton Faust, restricted Osage Allottee No. 194, is entitled to the foreclosure of said mortgage, and the sale of the land described therein after the expiration of six months from the date of this judgment if said judgment is not paid. The Court further finds that the plaintiff is entitled to have a Receiver appointed to take charge of said property and collect the rents and income thereon during the further pendency of this action.

IT IS THEREFORE THE ORDER, JUDGMENT, AND DECREE OF THE COURT that the plaintiff, the United States of America, in its own behalf and in behalf of Anna Morton Faust, restricted Osage Allottee No. 194, do have and recover of and from the defendants Len Krause and Mrs. Stacia M. Krause and each of them, the sum of \$1,070.00 with interest from February 5, 1932 at the rate of seven (7) per cent per annum, all costs of this case, the sum of \$329.79 unpaid past-due taxes for the years 1929, 1930, and 1931, and attorneys' fees, as provided by law.

IT IS FURTHER ORDER AND JUDGMENT OF THE COURT that if this judgment is not paid at the expiration of six months from date hereof, an execution and 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, without appraisal, to the highest bidder, for cash, the land hereinbefore described, and to apply the proceeds of said sale, as follows:

- (1) To the cost of said sale and of this action;
- (2) To the payment to plaintiff of the sum herein adjudged due the plaintiff, with interest and attorneys' fees and taxes;
- (3) And that the residue, if any residue there be, be returned into this Court, to be disposed of as the Court may order.

IT IS FURTHER ORDERED AND ADJUDGED that, from and after the sale of said land under this judgment, the defendants, Len Krause, Mrs. Stacia M. Krause and A. T. Mortenson and each of them, and all persons claiming or holding under them since the commencement of this action, be forever barred and foreclosed from claiming any right, title, interest, or equity in or to said land or any part thereof.

IT IS FURTHER ORDER AND JUDGMENT OF THE COURT that John A. Vickrey, being a fit person, is hereby appointed Receiver herein and directed to take immediate charge of said described real estate, to collect the rents and income thereon until the sale of said property or the satisfaction of this judgment, as herein decreed; and that said Receiver impound said income from said real estate and make report to this Court as to his action hereunder and abide the further order of the Court.

F. A. BRIDGES  
JUDGE

C. F. A. L. WELLS, Jr.,  
Assistant United States Attorney.

RECORDED: Filed in Open Court  
Jun 14 1932  
D. D. Corfield, Clerk  
U. S. District Court

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

United States of America,	Plaintiff,	}	No. 733 Equity. ✓
vs.			
Paul F. Labadie and Consuelo Alma Labadie,	Defendants.	}	

JOURNAL ENTRY OF JUDGMENT

Now, on this 14th day of June, 1932, this cause came on regularly to be heard in open Court before Honorable F. E. Remamer, Judge of the United States District Court for the Northern District of Oklahoma, on the Bill of Complaint of the plaintiff and the default of the defendants, the plaintiff being present by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants not being present in person or by counsel; and it being shown to the Court that this is a suit brought on a promissory note made and signed by the defendants, Paul F. Labadie and Consuelo Alma Labadie (she being the same person as Consuelo Alma Labadie and the wife of Paul F. Labadie), wherein they promised to pay to John Thomas Baker, restricted Osage Allottee No. 2136, the sum of \$1500, due and payable three years after date, and drawing interest at the rate of 7% per annum, payable semi-annually; and it being further shown to the Court that to secure the payment of said note when it became due, the said defendants, as a part of the contract for the making of said note and the borrowing of money thereon, made, executed, and delivered their real estate mortgage, whereby they pledged to the said John Thomas Baker certain property described in said mortgage to secure the payment of said note, said property being described as follows, to-wit:

Northwest Quarter (NW4) of Section Three (3);  
Northwest Quarter (NW4) of Northwest Quarter (NW4)  
of Section Eleven (11), Township Twenty-three (23),  
Range Eleven (11); and all of Northwest Quarter (NW4)  
of Section Ten (10), said Township and Range, which  
lies north and east of the Midland Valley Railroad,  
consisting of about 140 acres; and all of the North  
Half (N2) of the Southeast Quarter (SE4) of Section  
Four (4), said Township and Range, lying north of the  
Midland Valley Railroad, consisting of about 40 acres;

and it being further shown to the Court that the conditions of said note and mortgage have been broken by the defendants and that they have not paid the interest nor kept the taxes upon said premises as promised in said note and mortgage, and that the plaintiff has declared all said indebtedness due; and it being further shown to the Court that the said defendants are each of them non-residents of the State of Oklahoma and reside at Kemah, State of Texas, that they have each made a waiver of the service of subpoena in equity in this cause and have entered their general appearance herein for all purposes except a personal judgment, reserving that right as non-residents, and have consented that said cause may be set down for trial by the Court and disposed of in regular order as the Court may direct; and the said defendants and each of them, aforesaid failed to file any further pleading in said cause or set up any rights to the property involved in this foreclosure either by answer or otherwise, and by the Court declared to be in default and the plaintiff is entitled to judgment as hereinafter shown, the amount due and unpaid on said indebtedness

being the sum of \$1574.20, with interest thereon at the rate of 7% per annum from March 11, 1932, until paid, and attorneys' fees of \$180.00 as ordered by the Court. The Court further finds that the plaintiff is entitled to have a Receiver appointed to take charge of said property and collect the rents and income thereon during the further pendency of this action.

IT IS THEREFORE THE ORDER AND JUDGMENT OF THE COURT THAT THE amount due plaintiff in this cause from the defendants is the sum of \$1574.20, with interest thereon at the rate of 7% per annum from March 11, 1932, until paid, with taxes, attorneys' fees and costs of this case, as provided by law.

IT IS THE FURTHER ORDER AND JUDGMENT OF THE COURT that the terms and conditions of the note and mortgage herein sued upon have been broken, in that the interest and taxes have not been paid as agreed in said contract, and that the plaintiff is entitled to a judgment foreclosing its lien upon said land hereinbefore described and ordering said land sold after the expiration of six months from date hereof and the proceeds of said sale applied as follows, to-wit:

- (1) To the cost of said sale of this action;
- (2) To the payment to plaintiff of the sum herein adjudged due the plaintiff, with interest and attorneys' fees and taxes;
- (3) And that the residue, if any residue there be, be returned into this Court, to be disposed of as the Court may order.

IT IS FURTHER ORDERED AND ADJUDGED that, from and after the sale of said land under this judgment, the defendants, Paul F. Labadie and Consuelo Alma Labadie and each of them, and all persons claiming or holding under them since the commencement of this action, be forever barred and foreclosed from claiming any right, title, interest, or equity in or to said land or any part thereof.

IT IS THE FURTHER ORDER AND JUDGMENT OF THE COURT that John E. Vickrey, being a fit person, is hereby appointed Receiver herein and directed to take immediate charge of said described real estate, to collect the rents and income thereon until the sale of said property or the satisfaction of this judgment, as herein decreed; and that said Receiver impound said income from said real estate and make report to this Court as to his action hereunder and abide the further order of the Court.

F. E. HESTER,  
JUDGE.

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

ENDORSED: Filed In Open Court  
Jun 14 1938  
H. P. Harfield, Clerk  
U. S. District Court

UNITED STATES OF AMERICA, Plaintiff, )  
-vs- ) No. 724 - Equity. ✓  
MEXIA GARD, Defendant. )

Now on this 14th day of June, A. D. 1932, it is ordered by the Court that Defendant be given permission to file supplemental answer herein. And thereafter, statements together with exhibits are introduced. And thereafter, it is ordered by the Court that decree for Plaintiff be entered, as per journal entry to be filed. To all of which Defendant is allowed an exception.

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

Lincoln Printing Company, )  
vs. ) In Equity  
Middle West Utilities Company, ) No. 748 ✓

O R D E R

This day came Samuel Insull, one of the Receivers heretofore appointed by order of this Court, and presented his resignation as such Receiver, and thereupon, on consideration thereof, it was ordered as follows:

1. Said resignation is hereby accepted.

2. Until the further order of this Court Edward H. Hurley, Charles A. Mc Culloch and H. P. Boswer, as receivers herein, shall continue in possession of the properties under receivership in this cause, and all rights which have heretofore accrued to said Samuel Insull, Edward H. Hurley, Charles A. Mc Culloch and H. P. Boswer as receivers herein, and all claims, demands, suits and proceedings by or against said receivers, shall survive to and may be presented, brought or further maintained by or against the said Edward H. Hurley, Charles A. Mc Culloch and H. P. Boswer as receivers herein.

ENTER: This June 14th, 1932.

F. E. JEFFERS  
United States District Judge.

ENTERED: Filed Jun 14 1932  
H. P. Warfield, Clerk  
U. S. District Court

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Court adjourned until June 15, 1932.

Court convened pursuant to adjournment, Wednesday, June 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 DISTRICT COURT OF THE UNITED STATES WITHIN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA

Harriett Hosey, et al, Plaintiffs, )  
vs. )  
James A. Chapman, et al, Defendants. ) No. 238 Equity. ✓  
The United States of America, )  
et al, Interveners.)

RULE OF COURT

And now on this the 15th day of June, 1932, the same being a regular day of the Special March A. D. 1932 Term of said court, there appearing in court the United States Attorney on behalf of United States of America, and E. O. Patterson on behalf of the Lena Edwards group, appellants herein, and showing to the court that the record in said cause has been lodged with the Clerk of the Court and settled and signed by this Honorable Court, and that the United States of America has arranged for its part of the costs as appellant herein, and that the appellants represented by E. O. Patterson, the Lena Edwards group, and the appellants represented by Lafayette Walker, the Isla Wolf group, have deposited with the Clerk of the Court the necessary costs for the printing of the record in said matter and that the other appellants have failed, refused and neglected to deposit with the Clerk the costs necessary for their proportionate share of the printing of said record, and said movant, the United States of America, has asked for a ruling on said appellants requiring them to deposit with the Clerk of this court the sum of Three Hundred (\$300.00) Dollars each, on or before the 24th day of June, 1932, and that upon their failure to deposit said sum of Three Hundred (\$300.00) Dollars each, that they shall be declared in default and that the service of the record when printed shall only be construed to be the record of the appellants making their deposit with the Clerk of the court and the Court being well and sufficiently advised in the premises, finds that the same should be and is hereby sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND RULED BY THE COURT, that the appellants herein, save and except the United States of America, shall deposit with the Clerk of this court the sum of Three Hundred (\$300.00) Dollars each, on or before the 24th day of June, 1932, for their proportionate share of the printing of the record in said cause and in the event that said appellants shall fail within said time to so deposit with the Clerk of the court, that then and in that event the service of the record by the other appellants herein, shall be construed to be on behalf of the appellants only who have deposited with the Clerk their proportionate share of the expenses of printing said record.

WITNESSED: H. P. Warfield, Clerk, U. S. District Court.  
Assistant United States Attorney, U. S. District Judge.  
RECORDED: Filed Jun 15 1932, H. P. Warfield, Clerk,  
U. S. District Court.

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

St. Louis Union Trust Company, a Corporation, Trustee, Plaintiff  
vs.  
T. E. Genet and Mary Belle Genet, Defendants.

) No. 917 Equity ✓  
)  
)

ORDER

Now on this the 15th day of June, 1932, the Report of John T. Hays, Receiver herein, comes on for hearing, and, the Court having examined said Report together with the items of expense filed therewith, and having orally examined said Receiver as to his Report and his acts and doings herein, finds:

1.

That the witness claim of Theodore Cox, Forrest C. Welch, B. M. Grotkop, T. G. Grant, and Jesse Edwards, witnesses upon behalf of the Receiver in the District Court of Tulsa County, Oklahoma, in the case of Landstrom Furniture Corporation VS Genet's, Inc., each of said claims in the sum of \$25.00, should be allowed and approved and the Receiver should forthwith pay the same.

2

The Court further finds that the said Receiver has been obliged to insure the premises envolved in this action against damages by Fire and Tornado and that Pearce, Porter and Martin of Tulsa, Oklahoma, has issued Policies:

CM-804	3-1-32	T. E. Genet, Fire & Torn. on Bldg., 910 South Boston	\$61.20
GPW-389	3-1-32	T. E. Genet, Fire & Torn. on Bldg., 910 South Boston	122.40 <u>\$183.60</u>

That The Frates Company of Tulsa, Oklahoma, has issued:

2-10-32	B-417826	Nat'l Surety	\$5,000.00	Receivers Bond John T. Hays	\$25.00
3- 1-32	B-018791	Hartford	160,000.00	Fire-Tornado on Building 910 So. Boston	326.40
4-17-32	66358	Phoenix	35,000.00	Fire-Tornado on Building 910 So. Boston	71.40
2-10-32	8274	St. Paul	50,000.00	Fire-Tornado on Building 910 So. Boston Earned premium from 2-10-32 to 3-1-32 Date of expiration	5.00
2-10-32	B-016188	Hartford	50,000.00	Fire-tornado on Building - 910 So. Boston Earned premium from 2-10-32 to 3-1-32 date of expiration	5.00

2-10-32	1017843	Firemen's Fund	60,000.00	Fire-Tornado on Building 910 So. Boston Earned premium from 2-10-32 to 3-1-32 date of expiration	6.00
2-10-32	65745	Phoenix	35,000.00	Fire-tornado on Building 910 South Boston Earned Premium from 2-10-32 to 4-16-32 date of expiration	12.50
					\$451.30

That the said claim of Pearce, Porter and Martin of Tulsa, Oklahoma, is the total sum of \$183.60; and, that the claim of The Frates Company of Tulsa, Oklahoma, is the sum of \$451.30, which said claims are hereby approved and allowed and the said Receiver is directed to pay the same.

3

The Court further finds that the Receiver, John T. Hays, has incurred expenses in the sum of \$2.00 to defray costs of changing the combination on the front door locks of said building and for keys to said locks and that the same is hereby allowed and approved and that said Receiver is hereby directed to pay said sum of \$2.00 to himself for said expense.

4

The acts and doings of said Receiver in the case of Landstrom Furniture Corporation VS Genet's, Inc., pending in the District Court of Tulsa County, Oklahoma, are hereby in all things approved, ratified and confirmed, and that the said Receiver is hereby directed to deposit in The First National Bank and Trust Company of Tulsa, Oklahoma, said sum of \$2300.00, pending the further orders of this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT

1

That John T. Hays the duly appointed and qualified Receiver herein, is hereby ordered and directed to forthwith deposit in The First National Bank and Trust Company of Tulsa, Oklahoma, the sum of \$2300.00 as Receiver herein and to disburse said money only upon orders of the Court so to do.

2

That all the acts, doings and deeds of said Receiver herein, are hereby approved in all things and matters and that his said Report is hereby approved and ratified.

3

That said Receiver, John T. Hays, forthwith pay the aforesaid claims of Theodore Cox, Forrest C. Welch, B. G. Grothop, T. G. Grant and Jesse Edwards, each in the sum of \$25.00 out of the aforesaid funds in The First National Bank and Trust Company of Tulsa, Oklahoma.

4.

That John T. Hays, Receiver aforesaid, pay to The States Company of Tulsa, Oklahoma, the claim for Insurance Premiums in the total sum of \$451.30; and,

That John T. Hays, Receiver aforesaid, pay to Pearce, Porter and Martin of Tulsa, Oklahoma, the claim for Insurance Premiums in the total sum of \$183.60.

5.

That John T. Hays, Receiver aforesaid, pay to himself the sum of \$2.00 for expenses of changing combination on front door locks and keys for same.

F. E. ILLIARD  
United States District Judge

O.H. MASON, WILLIAMS & FRENCH  
Attorneys for Plaintiff.

ABY & TUCHEE  
Attorneys for Defendants.

ENDORSED: Filed Jun 16 1932  
W. B. Warfield, Clerk  
U. S. District Court JMR

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

Fidelity National Bank and  
Trust Company of Kansas City,  
a corporation, Trustee, Plaintiff,  
  
vs.  
  
F. A. McNeal, Defendant.

No. 744 Equity ✓

O R D E R

Now upon this 15th day of June, 1932, upon application of the plaintiff, it is ordered, adjudged, and decreed that the plaintiff be and it is hereby permitted to recess the motion to require further and better statement, and that plaintiff be and it is hereby permitted to file instantan an amendment to its bill of complaint heretofore filed herein setting forth the matters requested in defendant's motion.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant be and he is hereby given 15 days from this date within which to further plead or answer.

F. E. ILLIARD  
Judge.

No. 744 Ec. Cont'd.

O.H. G. G. HILFORD  
Atty for Defendant

HARPER & LEE  
Attys for Plaintiff

ENFORCED: Filed Jun 15 1932  
H. P. Warfield, Clerk  
U. S. District Court

-----  
Court adjourned until June 16, 1932.

Court convened pursuant to adjournment, Thursday, June 16th, 1932.

Present: Hon. E. 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.

Erle K. Eby,	Complainant,	} NO. 561 EQUITY ✓
vs.		
Monarch Royalty Corporation, et al,	Defendants.	

ORDER APPOINTING RECEIVER

The above cause came on for hearing this 14th day of June, 1932, upon the final supplemental report of James A. Harris, Receiver, and upon the resignation of said James A. Harris as Receiver of Monarch Royalty Corporation, a Delaware corporation, Monarch Royalty Corporation of Oklahoma, a Delaware corporation, Monarch Royalty Corporation of Kansas, a Delaware corporation, Monarch Royalty Corporation of Arkansas, a Delaware corporation, Monarch Royalty Corporation of Louisiana, a Delaware corporation, Monarch Oil and Royalty Corporation of Texas, a Texas corporation, and as Receiver of all the assets and properties, real and personal, of said corporations, all parties appearing by their respective counsel, and it appearing to the Court that claims have been allowed against the Receiver, which have not been paid; that the costs and expenses of receivership have not been fully paid, and that said Receiver has money and property of said corporations in his possession and that it is necessary that a successor to said Receiver be appointed to take charge of said money and property and to continue to manage and operate said corporations,

IT IS BY THE COURT ORDERED

(1) That the resignation of James A. Harris as such Receiver be and the same is hereby accepted and the said James A. Harris is discharged as Receiver of the above corporations and of the assets and properties thereof;

(2) That Villard Martin be, and is hereby, appointed Receiver of Monarch Royalty Corporation, a Delaware corporation, Monarch Royalty Corporation of Oklahoma, a Delaware corporation, Monarch Royalty Corporation of Kansas, a Delaware corporation, Monarch Royalty Corporation of Arkansas, a Delaware corporation, Monarch Royalty Corporation of Louisiana, A Delaware corporation, Monarch Oil and Royalty Corporation of Texas, a Texas corporation, and as Receiver of all the assets and properties, real and personal, of said corporations of every kind and description whatsoever;

(3) That said Receiver, before entering upon the performance of his duties as such, execute a bond in the sum of Five Thousand (\$5,000.00) Dollars, with sureties to be approved as to form and sufficiency by a Judge of this Court, and file the same with the Clerk hereof;

(4) That upon the filing and approval of said bond, the said James A. Harris deliver to Villard Martin all monies, credits, choses in action and assets and properties of said corporations and each of them in his possession, and said Villard Martin proceed to take possession of all and singular the premises whereof he is hereby appointed Receiver; that he continue to manage the affairs of said corporations; that he have authority to employ, pay and discharge from time to time in his discretion, all needful laborers, servants, agents, attorneys and counsel; to purchase and pay for all needful materials and supplies; to make from time to time in his best judgment all needful and proper arrangements with other persons and corporations for the interchange of business; to pay all taxes on the property whereof he is hereby appointed Receiver, that may be due and payable, or that may become due and payable during this receivership; to prosecute and defend, without further order of this Court, all existing actions by or against said corporations or any of them and/or against the former Receiver or Receivers of said corporations; to defend all actions that may hereafter be brought against said corporations or any of them or against said Receiver and to pay the expenses of such prosecution and defense and to use the name of said corporations or any of them in the prosecution of all such actions that the Receiver may find it proper or necessary in his discretion to bring, maintain, or defend, with full power to compromise, adjust and settle, in his best discretion, all such actions, suits or controversies now existing or which may hereafter arise; to do whatever may be needful and proper to maintain and preserve the corporate organizations and franchises of said corporations until the further orders of this Court and to pay and expend such sum or sums as may be necessary for that purpose;

(5) Said Receiver shall keep full, true and accurate accounts of all and singular his acts and doings in the premises and from time to time render and file in this Court, a report of his acts and doings as such Receiver.

(6) All monies coming into the hands of said Receiver shall by him be deposited in the First National Bank Trust Company of Tulsa, Oklahoma, which said bank is hereby designated as depository for said monies, to be subject to the check of said Receiver.

(7) That said Receiver, in the exercise of due prudence and caution in the selection thereof, shall not be responsible for the wrongful acts of any of his agents, servants or employees.

(8) That said Receiver shall not incur any personal or individual liability in the operation and conduct of the business of said corporations or any of them or in the handling of the properties of said corporations, or otherwise in the premises by reason of any act or thing done by him or by his agents, servants, employees or attorneys as long as the said Receiver acts in good faith and in the exercise of his best discretion.

(9) That all persons whomsoever they be are hereby strictly commanded and enjoined peacefully to deliver up and surrender to said Receiver all and singular the premises whereof he is hereby appointed Receiver under the penalty attached by law to disobedience of this order of Court.

Said Receiver is hereby directed to apply to the Judges of all Courts in which proceedings ancillary to this receivership proceeding are pending for his appointment as successor to James A. Harris as Ancillary Receiver therein, and said Receiver is required forthwith to take all such further action as may be necessary and required to secure possession of and administer the properties of the defendant corporations in other states or districts wherein any of the defendant corporations may own property or have assets.

F. E. FREEMAN  
JUDGE

ENCLOSED: Filed Jun 16 1932  
H. P. Barfield, Clerk  
U. S. District Court JAR

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

United States,	Plaintiff,	)
		)
vs.		) No. 707 Equity ✓
		)
Jeanette McGee, Freeman		)
McGee and William McGee,	Defendants.	)

ORDER OF DISMISSAL.

Now on this 13th day of June, 1932, it being shown to the Court that since service of subpoena in Equity on the above defendants, Jeanette McGee, Freeman McGee and William McGee, they have abandoned the land involved in this suit and delivered up possession thereof to the rightful owner, Susie Blackhawk, restricted Osage Allottee No. 471, and that the purpose of said suit has been accomplished; and it being further shown to the Court that said defendants have abandoned their answer and cross petition filed herein, and are willing that said cause be dismissed;

IT IS THEREFORE THE ORDER AND DECREE of the Court that this cause be, and same is hereby dismissed, with the costs taxed against said Osage Allottee, Susie Blackhawk, in whose behalf said suit was brought, said costs to be determined by the Clerk's records.

F. E. FREEMAN  
JUDGE

No. 707 Equity, Cont'd.

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

ENFORCED: Filed Jun 16 1932  
H. F. Garfield, Clerk  
U. S. District Court

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Court adjourned until June 17, 1932.

Court convened pursuant to adjournment, Friday, June 17th, 1932.

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

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

SUPREME COURT OF THE UNITED STATES  
October Term, 1932.

CONTINENTAL OIL COMPANY, Petitioner, )  
vs. )  
OSAGE OIL AND REFINING COMPANY, Respondent. )

No. 157

Upon presentation of the attached motion, and for good cause shown, it is ordered, that the enforcement and execution of so much of the decree of the Circuit Court of Appeals for the Tenth Circuit, dated March 21, 1932, and made in the above entitled cause, as directs the District Court of the United States for the Northern District of Oklahoma to enter a decree directing its Clerk to pay over to the Osage Oil and Refining Company, or those claiming under that Company, the \$50,000 heretofore impounded in said District Court, be and the same is hereby restrained and stayed, until the petition of the Continental Oil Company heretofore filed in the Supreme Court of the United States for review of said decree of said Circuit Court of Appeals is considered and disposed of by such Supreme Court.

This order shall become effective when the Continental Oil Company gives a bond in the sum of \$3,000, with surety, to be approved by either the Judge or the Clerk of said District Court, providing for the full and prompt payment of any damages which may result to the Osage Oil and Refining Company, or any one claiming under that Company, through this order, if the said petition for review on certiorari is all be denied or otherwise disposed of adversely to said Continental Oil Company.



IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OKLAHOMA

United States, Complainant, )  
vs. ) No. 682 Emery ✓  
J. G. Shoun and Pitts Beaty, Defendants. )

FEDERAL ENTRY OF JUDGMENT.

Now on this 10th day of June, 1932, the above entitled cause comes on to be heard pursuant to a setting, upon motion for judgment on the pleadings filed by the above named complainant, the United States, a hearing herein by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, said defendants, J. G. Shoun and Pitts Beaty, appearing by their attorney, W. J. Mahan, of Fairfax, Oklahoma, and the Government's ward, Frank Hickey, having filed herein, with the Court's permission, his petition of intervention, and being present in person and by his attorney, F. W. Files, of the law firm of Leahy, Macdonald & Files, of Pawhuska, Oklahoma, and plaintiff having heretofore filed its motion for judgment on the pleadings herein, and the Court, after hearing the argument of counsel on said motion, and being fully advised in the premises, finds that all the material statements and allegations of plaintiff's Bill of Complaint are admitted in the answer of the defendants herein and the plea of intervention of Frank Hickey, and further finds that plaintiff's motion for judgment on the pleadings should be sustained and the funds involved herein should be returned to the Superintendent of the Osage Indian Agency, as provided by law, according to the Act of Congress of February 27, 1925.

IT IS THEREFORE THE ORDER, JUDGMENT AND DECREE of the Court that plaintiff's Motion for Judgment on the pleadings herein be, and same is hereby sustained, and the defendant, J. G. Shoun, as guardian resigned of Frank Hickey, full-blood Osage Indian, without certificate of competency, and unallotted, be, and he is hereby ordered and directed to pay to the Superintendent of the Osage Indian Agency, for and on behalf of the Department of the Interior and the said Frank Hickey, all property, moneys, securities and effects now in his hands, as guardian of, and belonging to the said Frank Hickey, to which order and judgment of the Court the defendants and Frank Hickey, full-blood Osage Allottee, and intervenor herein, object and except, and exceptions are by the Court allowed.

W. L. IRVING R.  
JUDGE

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

RECORDED: Filed Jun 15 1932  
F. W. Confield, Clerk  
U. S. District Court

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

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

ORDER APPROVING CONTRACT BETWEEN CURTIS OIL COMPANY AND THE RECEIVER

Upon reading and filing the petition of C. H. Wright, Receiver herein, presenting to the Court for approval or rejection the contract between the Curtis Oil Company as Party of the First Part and C. H. Wright, Receiver of the Sunray Oil Company, as Party of the Second Part, and the Court having considered said petition and said contract and the evidence produced upon the same, and being advised, finds that the Court has heretofore authorized and directed the Receiver to operate the Receivership property, that the drilling of a test well on the leasehold estates, and if oil and/or gas is found in paying quantities, the future development and operation of said properties jointly and the consequent exchange of assignments provided for therein, would be to the best interest of the Receivership Estate and the Sunray Oil Company, and that the said contract is a fair and reasonable one to the Receivership Estate; it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the contract dated June 14th, 1932, between the Curtis Oil Company as Party of the First Part and C. H. Wright, Receiver of the Sunray Oil Company, as Party of the Second Part, and executed by each of the parties, this day presented to the Court, be and the same is hereby approved and declared binding upon all the parties thereto.

IT IS UNTER ORDERED, ADJUDGED AND DECREED by the Court that C. H. Wright, Receiver, be and he is hereby authorized and directed to execute the assignment of a half interest in and to the oil and gas mining lease described in said contract as the

South Half (S $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 8-14N-13E,

and to accept an assignment from the said Curtis Oil Company of a half interest in and to the oil and gas mining lease described in said contract as the North Half (N $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 17-14N-13E, and to carry out the terms, obligations and liabilities on his part to be performed as provided in said contract.

Dated at Tulsa, Oklahoma, June 16th, 1932.

F. E. ROYAL  
 United States District Judge.

ENDORSEMENT: Filed Jun 17 1932  
 E. P. Farfield, Clerk  
 U. S. District Court

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

J. MAURICE TAUSCH,	Complainant,	)
vs.		) IN CASE NO. 694 ✓
SURETY OIL COMPANY, INC.		)
SURETY OIL CORPORATION,	Defendants.	)

O R D E R

At Tulsa, in said district, on this 16th day of June, 1932, comes on for consideration, the application of C. H. WILCOX, the duly appointed, qualified and acting Receiver herein, for an order authorizing and directing him to confirm and ratify an oil and gas mining lease, now owned and held by THE MIDWEST REFINING COMPANY, covering and affecting the following described lands, situated in Barton County, Kansas, to-wit:

All of Section 13, Township 18 South,  
Range 14 West,

as to the mineral interest of the defendant the SURETY OIL COMPANY in said lands;

It appearing that the said THE MIDWEST REFINING COMPANY, and its assigns, contemplate the drilling of a test well in close proximity to the above described lands, and it appearing that the drilling of said test well will materially enhance the value of the defendant's interest in said lands, IT IS,

ORDERED that the Receiver be, and he is hereby authorized and directed to ratify and confirm said Oil and Gas Lease covering said lands to the said THE MIDWEST REFINING COMPANY.

F. B. WATSON  
District Judge.

ENDORSEMENT: Filed Jun 17 1932  
H. P. Farfield, Clerk  
U. S. District Court

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

United States,	Plaintiff,	)
vs.		) No. 754 Equity
Etta Carr,	Defendant.	)

J U R E M E N T

Now on this 14th day of June, 1932, this case came on regularly to be heard in open court before Honorable F. B. Watson, Judge, presiding, and plaintiff being represented by Jno. T. Goldsberry, District Attorney for the Northern District of Oklahoma, and A. E. Williams, District Attorney

States Attorney for said district, and the defendant being represented by her attorney, Charles R. Rogers, and all parties having announced ready for trial, and the plaintiff and defendant having filed a stipulation of agreed statement of facts, and a supplemental stipulation of agreed statement of facts, and plaintiff having introduced all its evidence of certified records shown by the exhibits in evidence, and each side having rested, and the Court having heard the argument of counsel and being fully advised in the premises, finds that the statements and allegations of plaintiff's bill of complaint herein should be sustained, and the title to the land allotted to Luther F. Morgan, deceased, located in what is now Creek County, Oklahoma, and described as follows, to-wit:

Lots Six (6) and Seven (7); East Half (E2) of Southwest Quarter (SW4) of Section Nineteen (19), Eighteen (18), Range Seven (7),

should be quieted in the names of the heirs of the said Luther F. Morgan, deceased Creek Indian, Roll No. 6201, their successors and assigns, and that said Etta Carr, and all persons claiming under her, shall be forever barred from claiming any right, title, interest or equity in or to said land, or any part thereof.

The Court further finds that the defendant herein, Etta Carr, is a Creek Indian, enrolled opposite No. 9229, and that she has received her full portion of the land allotted to the Creek Nation in her allotment of the following described land located in McIntosh County, Oklahoma, to-wit:

Southwest Quarter (SW4) of the Northeast Quarter (NE4); Southeast quarter (SE4) of Northwest quarter (NW4); Lots Three (3) and Four (4) in Section One (1), Township Ten (10) North, Range Sixteen (16) East,

and that she is still the owner and in possession thereof except that portion which she has lawfully disposed of under a removal of restrictions, and for which she received a valuable consideration and the full benefits thereof, and that through her mother and natural guardian, Addie Carr, she relinquished all right, title or interest in and to the land involved in this cause, as plead by plaintiff and shown by proof herein, and that she is not now entitled to claim and hold two allotments.

IT IS THEREFORE THE ORDER AND JUDGMENT of the Court that the title to the land herein involved be, and the same is hereby quieted in the name of the heirs of Luther F. Morgan, deceased Creek Indian, Roll No. 6201, their successors and assigns; and that the said Etta Carr, Creek Indian Roll No. 9229, and all persons claiming under her be, and they are hereby barred, and perpetually enjoined from claiming any right, title, interest, equity or property in or to the said described land or any part thereof.

It is further ordered that plaintiff recover its costs herein against the defendants, to which order and judgment of the Court defendant excepts and exceptions are allowed.

C.H. A. E. LINDSAY  
 Assistant United States Attorney

F. E. HENDERSON  
 JUDGE

RECORDED: Filed Jun 17 1932  
 E. F. Farfield, Clerk  
 U. S. District Court

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 Court adjourned until June 18, 1932.

Court convened pursuant to adjournment, Saturday, June 18, 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,

vs.

Rosa Mashunkashey, Lucille Stafford,  
alias Lucille White, Theodore (Ted)  
Morton, Samuel Blair, Ralph A. Barney,  
Missouri State Life Insurance Company,  
a Corporation, Jesse L. Warren, Clayton  
H. Smith, D. C. Howard, M. O. Stephenson,  
and Tressa M. Stephenson, husband and  
wife, Kenneth Troug, Ida Warren alias  
Ida L. Warren, F. E. Talbutt and Maggie  
Talbutt, husband and wife, and Exchange  
National Bank of Tulsa, Oklahoma,

Respondents.

No. 374 Equity ✓

ORDER ALLOWING APPEAL.

The petition of Charles Mashunkashey, an incompetent person, by  
Fred S. Clinton, as the guardian of his person and estate, and as his prochein  
ami, as petitioner for leave to intervene in the above entitled cause, for an  
appeal from the order and decree of this court made and entered herein on  
June 10, 1932, is hereby granted and the appeal is allowed; upon said petitioner  
giving bond as required by law in the sum of \$100.00 and that bond for said sum  
submitted by petitioner with said petition be and the same hereby is in all res-  
pects approved.

Dated this 18th day of June, 1932.

F. E. KENNAMER  
Judge of the U. S. District Court for  
the Northern District of Oklahoma.

FILED: Filed Jun 18 1932  
H. P. Warfield, Clerk  
U. S. District Court

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Court adjourned until June 20, 1932.

Court convened pursuant to adjournment, Monday, June 20th, 1932.

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

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

IN THE UNITED STATES DISTRICT COURT NO. 11, MUSKOGEE DISTRICT OF OKLAHOMA.

United States of America, Plaintiff, )  
vs. ) No. 596 Equity. ✓  
A. L. Baker, et al, Defendants. )

ORDER TO DISBURSE FUNDS.

Now, on this 15 day of June, 1932, it being shown to the Court that at the Marshal's sale of real estate in the above-styled case there were certain portions of land sold to E. J. E. Cook Postle for the sum of 300.00 cash, and that the Marshal of this district now holds said money to be credited to Margaret Goode, Osage Allottee No. 319, on whose behalf said suit was prosecuted,

THE UNITED STATES MARSHAL OF THE FOREST AND RANGE DISTRICT OF OKLAHOMA IS HEREBY ORDERED to pay over to the Superintendent of the Osage Indian Agency at Pashuska the said sum of 300.00, to be credited by said agency to the account of Margaret Goode, in accordance with the above facts and this order.

F. E. KENNAMER,  
JUDGE.

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

ENCLOSED: Filed Jun 20 1932  
H. P. Marfield, Clerk  
U. S. District Court

IN THE UNITED STATES DISTRICT COURT NO. 11, MUSKOGEE DISTRICT OF OKLAHOMA.

WILLIAM S. CRIGG, Complainant, )  
vs. ) IN RE No. 315 ✓  
THE MUSKOGEE CO., INC., Defendant. )

ORDER JUDGE JING ALL ATTACHED AND REFERRED TO THE COURT FOR THE DISTRICT OF OKLAHOMA.

This matter case is to be heard this 21st day of June 1932 before

the undersigned Judge of the United States District Court for the Northern District of Oklahoma upon the application of J. H. Valerius, Receiver herein for an order authorizing and directing him to pay certain administration expenses incurred herein, to-wit:

Cross Production Tax to the Oklahoma Tax Commission of the State of Oklahoma in the amount of \$102.00; royalties due royalty owners on gas produced and sold prior to the receivership in the total amount of \$108.74; expenses of the receiver incurred in the administration of the receivership estate in the amount of \$401.65 and not heretofore paid; certain expenses of Paul E. Taliaferro, one of the attorneys for the Receiver herein in the amount of \$185.64 and not heretofore paid; and refund of Court Costs deposited by Ryland, Stinson, Tag and Thomson, which have been used and expended as Court Costs herein in the approximate amount of \$20.00,

and, the Court upon reading the application of the Receiver herein and being fully advised in the premises finds that all of said sums are proper administration expenses herein and the same not having heretofore been paid, it is, therefore,

ORDERED, ADJUDGED AND DECREED that the Receiver herein, J. H. Valerius be, and he is hereby authorized and directed to pay as a proper part of the administration expenses incurred herein the sums set out opposite the name of each party as follows:

Oklahoma Tax Commission -	\$102.00
J. C. Arnold -	.45
A. O. Riley -	14.54
Ernest Riley -	9.26
Mrs. Emma Dent -	.64
George Taylor -	13.52
Lula A. Oaker -	7.30
F. P. Pettitt -	5.70
Mrs. T. R. Palmer -	2.17
Mrs. F. F. Palmer -	4.34
W. W. Wackerle -	4.53
F. C. Lane -	1.11
J. L. Connerway & L. L. Lunn -	33.94
Leonard Rexwinkel -	.50
W. E. Cobb -	.27
Clarence McFee -	1.70
A. L. Thomas -	7.47
J. H. Valerius	301.65
Paul E. Taliaferro -	185.64
Ryland, Stinson, Tag & Thomson -	20.00
Total -	\$716.03

W. H. ...  
 W. H. ...

FILED: Filed Jan 27 1932  
 J. H. ...  
 U. S. District Court

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

JAMES C. GREGG,

COMPLAINANT,

vs.

EQUITY NO. 615 ✓

THE MACHERIE GAS MINING CO., INC.,

DEFENDANT.

ORDER AUTHORIZING PAYMENT OF FEES TO  
RECEIVER AND ATTORNEYS FOR THE RECEIVER.

This matter came on to be heard this 16th day of June, 1932, before the undersigned Judge of the United States District Court for the Northern District of Oklahoma upon application of the Receiver herein for allowance of Receiver's fees and fees for the attorneys for the Receiver, and

The Court being fully advised in the premises finds that the Receiver has sold all the assets real and personal of the defendant company under orders of this Court; that he has completed his duties, except for filing his final account and report herein; and that he is entitled to compensation for his services rendered herein; that he has had constant attendance and advice of Paul E. Taliaferro, one of his attorneys herein and heretofore so designated by the Court; that he has had advice when necessary of Ryland, Stinson, Mag & Thomson heretofore designated also as attorneys for the Receiver, and that said attorneys are entitled to compensation for their services rendered for the benefit of the Receivership Estate, and it is therefore

ORDERED, ADJUDGED AND DECREED by the Court that the Receiver, M. M. Valerius is entitled to compensation out of the funds of the Receivership Estate for his services rendered herein as Receiver the sum of \$250.00.

That the said Paul E. Taliaferro having rendered his services to the Receiver as his attorney is entitled to the sum of \$175.00, as his compensation for said services, and

That the firm of Ryland, Stinson, Mag and Thomson have rendered services as attorneys for the Receiver and are entitled to the sum of \$75.00, as compensation for said services as attorneys for the Receiver.

That the services of M. M. Valerius, as Receiver herein, Paul E. Taliaferro, and Ryland, Stinson, Mag & Thomson as attorneys for the Receiver have been beneficial to the Receivership Estate and necessary in the preservation and conservation of said estate, and the Receiver is hereby ordered and directed to pay from the funds of the receivership estate now in his hands the sum of \$250.00, to himself as compensation as Receiver; to Paul E. Taliaferro the sum of \$175.00, as compensation as attorney for the Receiver; and to Ryland, Stinson, Mag and Thomson the sum of \$75.00, as compensation as attorneys for the Receiver.

WILLIAM STANLEY DISTRICT JUDGE

FILED: Filed Jun 20 1932  
F. M. Corfield, Clerk  
U. S. District Court



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

Marbelle Montgomery, and Hoy Austin Farley, Executors, of the Will of W. H. Gray, deceased,	)	
	)	
Complainants	)	No. 859 Equity ✓
vs	)	
Ira E. Cornelius,	)	
Defendant.	)	

ORDER OF DISMISSAL

Now, on this 22nd day of June, 1932, the above entitled cause comes on to be heard on motion of the Complainants to dismiss with prejudice, at complainant's cost, and the Court being advised finds said motion should be granted.

IT IS THEREFORE, Considered, Ordered and Decreed that the Complainant's Bill be, and the same is hereby dismissed, with prejudice, at complainant's cost.

F. L. WINDHAM  
JUDGE

RECORDED: Filed Jun 22 1932  
H. P. Warfield, Clerk  
U. S. District Court

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

Marbelle Montgomery, and Hoy Austin Farley, as Executors of the Will and Estate of W. H. Gray, deceased,	)	
	)	
Complainants,	)	In Equity ✓
-vs-	)	No. 864
Ira E. Cornelius, et al.,	)	
Defendants.	)	

DECREE

Now on this 22nd day of June, 1932, the above entitled cause comes on to be heard, pursuant to assignment, said cause having been continued from day to day from the trial date of June 8th, 1932, until this date. The complainants appear by their attorneys, William Neff, W. K. Zachry and W. A. Farley, and the defendants appear by their respective attorneys.

And thereon in open court it is made to appear that the said cause has been settled as between the parties, and that the issues on said settlement should be submitted to the court for judgment and decree, and the court being advised, finds that the court should enter a decree in accordance with the agreement of said parties and in accordance with the facts in relation thereto. And the pleadings of said parties, respectively, being considered amended to conform to the matters as herein adjudged and decreed,

IT IS THEREFORE, CONSIDERED, ORDERED AND DECREED by the Court that the complainants take nothing as against the defendants herein, and that the bill of said complainants be and the same is hereby dismissed, with prejudice.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Diamond Royalty Company, defendant, is the owner of the mineral rights, and that Frances L. Cornelius in the name of the fee, subject to the mineral rights and outstanding oil and gas leases, in each of the tracts described in the bill of complaint, and that the title thereto as against the claims of the said W. F. Gray, his heirs, executors, administrators and assigns, be and the same is hereby quieted in the said Frances L. Cornelius and the Diamond Royalty Company as their respective interests appear, and that all affidavits, notice of lis pendens, or other claims of W. F. Gray filed of record by him or his legal representatives, as against any of said property, be and the same are hereby cancelled.

And it further appearing that the judgment obtained by W. F. Gray, which forms the basis of said bill of complaint, has been satisfied,

IT IS, THEREFORE, ORDERED AND DECREED that the Clerk of this Court be and he is hereby ORDERED and DIRECTED to show the satisfaction of said judgment upon his records, and to release the same of record, so that the same shall not constitute any manner or form of charge or claim against any of said defendants or lien against the property of the defendants or any of them, or their successors, heirs or assigns.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the title of the Mid-Continent Petroleum Corporation, D. W. Franchot Company, The Pure Oil Company, Prairie Oil & Gas Company, Prairie Pipe Line Company, Carter Oil Company, Shell Petroleum Corporation, and Cosden Pipe Line Company, which are the owners of leasehold estates or are purchasers of oil and gas under said leasehold estates upon the properties described in the bill of complaint, be and the same is hereby quieted in them according to their respective claims of record, and the leases under which said companies claim or are operating are hereby adjudged and decreed to be valid oil and gas mining leases upon the respective properties as shown by the records of the County Clerk of the various counties in which said properties are located.

And IT IS FURTHER ORDERED AND DECREED that the Mid-Continent Petroleum Corporation is the owner of an undivided one-fourth (1/4) interest in and to the oil and gas mining leasehold estate in the following described premises, to-wit:

South Half (S $\frac{1}{2}$ ) of Northeast Quarter (NE $\frac{1}{4}$ ) of Southwest Quarter (SW $\frac{1}{4}$ ) of Section Four (4), Township Eighteen (18), Range Seven (7), Creek County, Oklahoma, known as the Susie Crow (Brown) allotment,

and

South Half (S $\frac{1}{2}$ ) of Northwest Quarter (NW $\frac{1}{4}$ ) of Southwest Quarter (SW $\frac{1}{4}$ ), and West 13-1/3 Acres of North Half (N $\frac{1}{2}$ ) of Southwest Quarter (SW $\frac{1}{4}$ ) of Southwest Quarter (SW $\frac{1}{4}$ ) of Section Four (4), Township Eighteen (18), Range Seven (7), Creek County, Oklahoma, known as the Susie Crow (Camfield) allotment;

and that the Gasline Pipeline Company is the owner of an undivided one-half (1/2) interest in the leasehold estate on said property, and D. W. Franchot Company is the owner of an undivided one-fourth (1/4) interest in the leasehold estate on said property, and that the Diamond Royalty Company is the owner of a portion of the royalty interest in and to said properties known as the Susie Crow allotment, herein last particularly described, subject to a mortgage to J. C. Stone, Charles L. Moon and Francis Stewart, and W. B. Martin.

And it appearing to the Court that there is due on said mortgage to J. C. Stone, Charles L. Moon and Francis Stewart, as a prior lien against the oil runs thereon, assumed or accrued to the credit of Ardeta L. Cornelius or her assigns, the sum of \$689.00, and that the Mid-Continent Petroleum Corporation, The Pure Oil Company, and D. W. Franchot Company have impounded royalties which should be paid to the said J. C. Stone, Charles L. Moon and Francis Stewart, while said impounded royalties are less than the total amount due,

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED that said impounded royalties from said interest of Ardeta L. Cornelius, and her assigns in said Susie Crowe lease be said forthwith to the said J. C. Stone, Charles A. Moon and Francis Stewart on their claim, and be paid hereafter to the said J. C. Stone, Charles A. Moon and Francis Stewart until the full amount of their claim is liquidated, and shall thereafter be paid upon proper transfer order made by the said Ardeta L. Cornelius, her transferee, the Diamond Royalty Company or its assigns.

And it further appearing to the Court that the said Mid-Continent Petroleum Corporation has been purchasing oil produced on

The Southeast Quarter of Section 24, Township 15 North, Range 14 East, Okmulgee County, Oklahoma,

known as the George Cranson allotment, and has impounded oil runs accruing to the interest owned by Ardeta L. Cornelius and her assigns, and that out of said funds there can be paid a portion of the amount due on the settlement of this litigation, and the parties applying therefor,

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that the sum of Fifteen Hundred Dollars (\$1500.00) of the monies so held by the Mid-Continent Petroleum Corporation to the credit of Ardeta L. Cornelius, Frances E. Cornelius, and the Diamond Royalty Company, or either of them, or their assigns, be and the same is hereby directed to be paid to William Heff, W. K. Machry and W. A. Farley, attorneys for the complainants herein, and \$500 to complainants herein, and that the remaining portions of the impounded monies be paid by said Mid-Continent Petroleum Corporation to Frances E. Cornelius, defendant herein, and that the recurring royalties be paid to her or to her assigns.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that any other royalties or monies held impounded by any of the defendant oil companies by virtue of the bringing of this action, be and the same are hereby ordered released to those parties shown by the transfer orders on file or to be filed with said oil companies to be entitled thereto, and that the said plaintiffs, and the heirs, executors, devisees and assigns of W. H. Gray, deceased, be and they are hereby barred from claiming or asserting any right or title to any royalties or accumulations of oil or gas on said properties, or any of them, except as they may acquire same by instruments that may hereafter be executed, and except as same may be pledged in mortgage given as a part of the settlement hereinbefore first mentioned.

IT IS FURTHER ORDERED that the costs be taxed to complainants.

T. E. HUNT ANDER  
 JUDGE

O.K. W. K. MACHRY, WILLIAM HEFF, W. A. FARLEY  
 Attorneys for Complainants.

O.K. H. A. MATHEN  
 For himself and defendants for whom he appears of record.

O.K. WISE - Atty for Franchot & Co.

O.K. AS TO FORM  
 L. O. OWEN  
 Forrest W. Darrault  
 Atty for Carter Oil Co.

O.K. AS TO MID-CONTINENT PET. CORP. & COSDEN PIPE LINE CO.  
 F. H. CROCKER, Atty.

O.K. AS TO THE PURE OIL CO.  
 ALVIN L. CARDS,  
 L. W. GAILLARD  
 Atty for The Pure Oil Co.

AND RECORDED: Filed Jun 22 1932  
 H. B. Woodfield, Clerk  
 U. S. District Court J. R.

DEHYDRO COMPANY, Plaintiff, )  
 vs. ) No. 661 - Equity.  
 WRETHOLE COMPANY, Defendant. )

Now on this 22nd day of June, A. D. 1932, the above styled case comes on for continuance of trial. All parties present as heretofore. The Plaintiff continues with its introduction of evidence and proof with the following witnesses: Sidney Forn, A. F. Rose, M. S. Cory. And thereafter, the Plaintiff rests. Thereupon, the Defendant introduces evidence and proof with the following witnesses: Edmund Lashley, J. S. Leahman. And thereafter, the Defendant rests. Both sides rest. Thereupon, it is ordered by the Court, after being fully advised in the premises, and considering the facts and the evidence introduced herein, that said Bill of Complaint be, and the same is hereby, dismissed, without prejudice at the cost of the Plaintiff. To all of which the Plaintiff excepts.

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON

DEHYDRO, INC., Plaintiff, )  
 vs. ) In Equity, No. 661  
 THE WRETHOLE COMPANY, Defendant. )  
 Special March Term, 1932.

D E C R E E.

This case came on to be heard on this the 20th day of June, 1932, the plaintiff appearing by its counsel, Arthur C. Brown and Preston C. West, and the defendant appearing by its counsel, Paul Bakewell and Edmund Lashley of the firm of Lashley & Rabe.

The plaintiff introduced its evidence and the defendant introduced its evidence. And upon consideration thereof the court finds that the plaintiff has failed to establish the material allegations of its bill. The court finds that the defendant had sent certain notices to the customers of the plaintiff using Dehydro for treating killy oil, complaining to such customers that their use of the plaintiff's product, Dehydro, constituted an infringement of certain patents of the defendant, without specifying the numbers and dates of such patents, but that such notices sent to the customers of the plaintiff were not sent in bad faith, and the matter of omitting the dates and numbers of said patents was without intention of the part of the defendant to injure the plaintiff, but such notices were only to request such customers of the plaintiff to investigate such patents as the defendant owned. The court further finds that the defendant has agreed in open court that in giving any future notices of alleged infringements of patents such notices will be in accordance with law.

It is, therefore, ordered, decreed and adjudged by the court that the plaintiff's bill of complaint be dismissed without prejudice at the cost of the plaintiff.

To which finding and order of the court dismissing the bill the plaintiff excepts.

Wilcox, Oregon,  
 June 22, 1932.

W. H. Lashley  
 Judge.

RECORDED: Filed June 24 1932  
 W. B. Griffith, Clerk  
 U. S. District Court

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

J. G. GABLETT,	Complainant, )	
vs	)	No. 738 - Equity. ✓
GEORGE D. WOPNIEFER COMPANY,	Defendant. )	
a corporation,	)	

ORDER.

NOT on this 22 day of June, 1932, on application of the defendant herein for extension of time in which to file its answer herein,

IT IS ORDERED that the date for the defendant to answer the first amended bill of complaint herein be and the same is hereby extended to and including June 27, 1932.

P. H. KENNAMER  
JUDGE.

RECORDED: Filed Jun 22 1932  
H. P. Warfield, Clerk  
U. S. District Court DC

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Court adjourned until June 23, 1932.

Court convened pursuant to adjournment, Thursday, June 23, 1932.

Present: Hon. P. H. 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,	Plaintiff, )	
a corporation, Trustee,	)	
-s-	)	No. 478- Equity. ✓
OKLAHOMA CREEK MILLING COMPANY, a	Defendant. )	
corporation,	)	

ORDER

On this 23 day of June, 1932, on application of the plaintiff herein, for the above cause shown,

IT IS ORDERED that the time within which the rule of the court of the defendant herein to file answer to final decree entered May 1, 1930, and the order entered June 22, 1932, be, and the same is hereby extended to December 31, 1932.

P. H. KENNAMER  
United States District Judge.

RECORDED: Filed Jun 23 1932  
H. P. Warfield, Clerk  
U. S. District Court

U. S. DISTRICT COURT AND THE SOCIETY OF OKLAHOMA.

Arle N. Eby,	Complainant,	}	No. 661 Equity.
vs.			
Monarch Royalty Corporation, a corporation, et al.,	Defendants.	}	

ORDER ALLARGING TIME FOR PROSECUTION OF APPEAL,  
WHICH IS TO BE TRANSCRIBED AND DOCKETED IN THIS  
COURT IN APPELLATE COURT.

On the 23 day of June, 1932, for good and sufficient cause shown to the Court, the file for perfection of the appeal, completing and filing the transcript and docketing the case on appeal in the United States Circuit Court of Appeals, for the Tenth Circuit, by the appellant, James A. Savage and Richard Shipman, partners as James A. Savage & Company vs Monarch Royalty Corporation, a corporation, and the Honorable James A. Harris, Receiver, appellee is hereby entered and extended for an additional 15 days from the 27th day of June, 1932.

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

RECORDED: Filed Jun 23 1932  
W. T. Marfield, Clerk  
U. S. District Court DC

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

ARLE N. EBY,	Complainant,	}	No. 674 - Equity.
-vs-			
MONARCH ROYALTY CORP., et al.,	Respondent vs.	}	

O R D E R

Now on this 21st day of June, 1932, this matter came on to be heard upon the petition of the Receiver, G. S. Walker, heretofore filed herein, and came the Receiver in person, and came the plaintiff by John Coldsberry, District Attorney, and came the defendant Rosa Yankushesky, by Hudson F. Hudson, her attorney; and all petition being reached in its regular order, the Court proceeded to hear the same. And the Court, after having heard the evidence which is filed in the premises, and upon the consideration thereof, finds:

That said Receiver has in his possession Lot Nine (9), in Block Seven (7), Ridge Road Addition to the City of Tulsa, Tulsa County, Oklahoma, and said Receiver also has in his possession household furniture and goods of the value of approximately \$300.00, all in the residence on the lot above described, of which property he took immediate possession upon his appointment as Receiver herein.

The Court further finds that said Rosa Yankushesky, has occupied the house on the lot above described, and had use of the furniture therein since the 21st day of September, 1931, and that the payment of any rent for the use of same, or that she should be permitted to continue to occupy said house, subject to the receipt and in full times, of use of said furniture, etc., until the final determination of this case, at which time the Court

will pass on and determine what rent and compensation, if any, she should pay for the use and occupancy of said house and furniture for the period of time she has occupied the same since the Receiver was appointed hereon.

The Court further finds that one Ted Morton, one of the respondents herein, has in his possession one certain Buick Sedan automobile which was bought with money from the said Rosa Mashankashey, which money belonged to the estate of said Charles Mashankashey.

The Court further finds that the Receiver should be instructed to take possession of the Buick Sedan automobile in the possession of said Ted Morton, but that said Ted Morton should be permitted to give bond to answer to said Receiver for the present value of said automobile, upon the final determination of this suit.

IT IS HEREBY ORDERED, ADJUDGED and DECREED that said Receiver be, and he is hereby instructed to retain possession of Lot Five (9), in Block Seven (7), Ridgewood Addition to the City of Tulsa, Tulsa County, Oklahoma, same being No. 1238 South Newport in said City of Tulsa, together with the furniture therein, and that he permit the said Rosa Mashankashey to occupy said residence and use the furniture therein, subject to the possession at all times, of said Receiver, and that the rent and compensation, if any to be paid for the occupancy and use of said house and furniture covering the period occupied by the said Rosa Mashankashey, shall be determined by the Court upon the final hearing of this cause, or until the further order of this Court, and said Receiver be, and he is hereby instructed to take possession of one certain Buick sedan automobile, now in possession of respondent, Ted Morton, unless the said Ted Morton should give said Receiver good and sufficient bond for the present value of said car, to be paid to said Receiver upon the final determination of this suit, or the further order of this Court.

A. M. FLEMMING  
JUDGE

O.M. COLDEBERRY  
U. S. ATTY.

RECORDED: Filed Jun 23 1932  
H. P. Warfield, Clerk  
U. S. District Court DC

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Court adjourned until June 24, 1932.

Court adjourned until June 24, 1932.

Present: A. M. Fleming, Judge, U. S. Dist. Court.  
H. P. Warfield, Clerk, U. S. District Court.

There is no further proceeding to be had in this case, to-wit:

EDWARD M. COLDEBERRY, Plaintiff,  
vs.  
TULSA RECEIVERS, Defendants.

Edw. M. Coldeberry,  
vs.

Tulsa Receivers,  
Defendants.

A. M. Fleming

Edw. M. Coldeberry, Plaintiff,  
vs.

Tulsa Receivers,  
Defendants.



IN RE: THE ESTATE OF JOHN W. WESTBURY, DECEASED, (Estate of Westbury)

John W. Westbury,	Plaintiff,	)
vs.	)	No. 649 PROBATE
Oil States Manufacturing Co.	Defendants.	)
and		)
John Westbury, et al.,		)

O R D E R.

This matter being come on for hearing on this 24th day of June, 1932, upon motion of the Defendant Dresser & Gorton, Inc. a Corporation, one of the defendants herein, to recall execution of said property held under execution, by the United States Marshal, John S. Victor, which property was heretofore seized as the property of the Oil States Manufacturing Company, one of the defendants herein, and which property was claimed by Dresser & Gorton, Inc. and the Defendant and legal heirs, as belonging to them, the Court after taking testimony thereon, the evidence offered by the movants and the Plaintiff, continued said matter until this 24th, 1932, at nine o'clock, in the forenoon of said day.

It is ordered on this 24th day of June, 1932, this matter come on for final disposition by the Court, and represented by counsel for the movants that agreement for settlement of said matter has been reached between the parties hereto that said settlement consists of the payment to the movants the sum of Thirty Six Dollars Eight Two Cents (\$36.82) as a full and complete discharge of the obligation of the Oil States Manufacturing Co. for costs in this case, and settling and settling all cases at this time asserted by the Plaintiff herein, and requested that said settlement be approved by the court; that the execution be recalled and all the party seized thereunder by the Marshal be forthwith relinquished.

IT IS FURTHER ORDERED, ORDERED AND ADJUDGED, that said settlement be and the same is hereby approved, it is further ordered that upon the payment of the sum of Thirty Six Dollars, Eight Two Cents (\$36.82), into the clerk of this court by the movant, as advised that the Oil States Manufacturing Company, and said movants shall be and constitute a full and complete discharge of the obligation of the Oil States Manufacturing Company, heretofore claimed, in this case:

It is further ordered that the execution hereof be revised in this case be recalled and the said John S. Victor, United States Marshal, his deputies, agents and employees be and they be required to relinquish all of the property seized and returned to the movants herein.

J. W. WESTBURY  
BY \_\_\_\_\_

FILED: Filed June 24, 1932  
J. W. Westbury, Plaintiff  
J. S. Victor, Defendant



Ladley for the services for his services as Special Master in this case. It is ordered that the Court shall allow Special Master Ladley's services to be allowed for the sum of \$100.00 as partial compensation for his services in this case, and the Court hereby orders - before this application is finally advised in the premises, that the said Special Master should be allowed for his expenses, in addition to the amount already received, as hereinafter set forth, the sum of \$500.00, and it is so ordered.

W. H. WHELAN  
Judge.

RECORDED: Filed Jun 27 1948  
W. H. WHELAN, Clerk  
U. S. District Court

IN RE THE ESTATE OF JOHN W. WHELAN, DECEASED  
OF DISTRICT OF COLUMBIA.

WILLIAM WHELAN, Plaintiff, )  
vs. )  
H. WHELAN, Defendant. )  
In Equity, No. 100-10000 ✓

ORDER

Now on this 27th day of June, 1948, upon application of the plaintiff herein for leave to take depositions, it is hereby ordered that complainant do, and do hereby is, permitted and allowed to take the depositions of various persons residing outside the Northern Judicial District of the State of Indiana, upon the notice and subpoena presented by a clerk of the State of Indiana, and to offer and use the same in evidence in this action.

W. H. WHELAN  
District Judge.

RECORDED: Filed Jun 27 1948  
W. H. WHELAN, Clerk  
U. S. District Court

WILLIAM WHELAN, Plaintiff, )  
vs. )  
H. WHELAN, Defendant. )  
In Equity, No. 100-10000 ✓

Now on this 27th day of June, 1948, it is hereby ordered that the clerk of the State of Indiana, do, and do hereby is, permitted and allowed to take the depositions of various persons residing outside the Northern Judicial District of the State of Indiana, upon the notice and subpoena presented by a clerk of the State of Indiana, and to offer and use the same in evidence in this action.

WILLIAM WHELAN, Clerk:

RECORDED: Filed Jun 27 1948

WHELAN







Richard King Corporation, do file and order petition for re seal, and said resealed petition be filed in accordance with the petition to resealed filed by said Plaintiff in being sealed, and execution is allowed said Plaintiff.

It is further ordered that the plaintiff, Sarah C. Corbett, did constitute and order to the relief of King as claimed in this litigation, who did constitute and order leave on all of the land involved in this litigation, which said leave is hereafter to be held by the defendant The Eagle-Picher Mining and Smelting Company, and that certain mining is being conducted on said land under said lease aforesaid and certain sales are conducted pursuant thereto, and that certain royalties have accrued and will accrue to the fee owner, and be determined by this litigation, and that said royalties are collected and paid by the defendant The Eagle-Picher Mining and Smelting Company, and that said royalties should be accounted during the pendency of this litigation, and that the parties hereto have agreed on the West National Bank of Miami, Miami, Florida, as an impounding agency;

It is the further order of the court that the defendant The Eagle-Picher Mining and Smelting Company pay into the West National Bank of Miami all royalties earned or accruing which, by the terms of said lease shall be paid to the fee owner, and that the payment of said royalties to said bank as aforesaid as impounding agency aforesaid shall constitute an acceptance of The Eagle-Picher Mining and Smelting Company to all the conditions aforesaid to the full extent thereof; that said Bank shall preserve and keep said funds or payments subject to the further order of this court.

A. B. JOHNSON  
United States District Judge

Approved:  
DORIS WHEAT, S. C. Clerk

Attorneys for Plaintiff, Sarah C. Corbett

ALBERT L. WATSON  
J. ROBERT WATSON  
Attorneys for Eagle-Picher Mining and Smelting Company, S. C.  
Hall, 200 Washington, and J. C. Ashe as  
officers, directors, shareholders and  
trustees of said Eagle-Picher Mining and Smelting  
Company, a Delaware corporation.

A. B. JOHNSON  
Attorney for Eagle-Picher Mining and Smelting Company.

RECORDED: Filed Feb 1 1938  
H. P. MacCall, Clerk  
U. S. District Court

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IN RE: [Name], Complainant,  
vs. [Name], Defendant.

[Name], Complainant,  
vs.  
[Name], Defendant.

File No. 743. ✓

ORDER NO. 6

RELEASING OF OIL LEASES BY CERTAIN RECEIVERS

Re: [Name] and [Name] auxiliary receivers' Application No. 6, it is

ORDERED, that said auxiliary receivers be, and they hereby are, authorized to release and discharge the oil lease losses described in Exhibit "A" of said application, and to execute and deliver to the various lessors valid releases thereof.

WITNESS my hand and seal, this 11th day of November, 1932.

U. S. DISTRICT COURT  
OKLAHOMA

Filed for me, 11/27/32  
U. S. District Court  
OKLAHOMA

IN RE: [Name] and [Name] auxiliary receivers' Application No. 7,  
it is

[Name], Complainant,  
vs.  
[Name], Defendant.

File No. 743. ✓

ORDER NO. 7

RELEASING OF OIL LEASES BY CERTAIN RECEIVERS

Re: [Name] and [Name] auxiliary receivers' Application No. 7, it is

ORDERED, that said auxiliary receivers be, and they hereby are, authorized to release and discharge the oil lease losses described in Exhibit "A" of said application, and to execute and deliver to the various lessors valid releases thereof.

WITNESS my hand and seal, this 11th day of November, 1932.

U. S. DISTRICT COURT  
OKLAHOMA

Filed for me, 11/27/32  
U. S. District Court  
OKLAHOMA



Plaintiff, )  
vs. )  
Defendant. )

John Doe, Plaintiff, )  
123 Main Street, )  
New York, N.Y. )  
vs. )  
Jane Smith, Defendant, )  
456 Park Avenue, )  
New York, N.Y. )

Comes now the Plaintiff and moves for summary judgment, and that

he is entitled to judgment as a matter of law, and that he is entitled to

summary judgment.

I. F. de la Cruz,

Plaintiff, )

by )

John Doe - Plaintiff ✓

Attorney for Plaintiff,  
New York, N.Y., )

Defendant. )

MEMORANDUM

On the Plaintiff's Motion, 1998, for summary judgment, the Court finds that the Plaintiff has established that the Defendant is liable for the Plaintiff's injuries. The Plaintiff's motion is granted, and summary judgment is entered in favor of the Plaintiff.

M. J. Smith  
Clerk of the Court

- Plaintiff: John Doe  
• 123 Main Street  
• New York, N.Y.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Plaintiff, )  
vs. )  
Defendant. )

John Doe, Plaintiff, )  
123 Main Street, )  
New York, N.Y. )  
vs. )  
Jane Smith, Defendant, )  
456 Park Avenue, )  
New York, N.Y. )

Comes now the Plaintiff and moves for summary judgment, and that

he is entitled to judgment as a matter of law, and that he is entitled to

summary judgment.

I. F. de la Cruz,

Plaintiff, )

by )

John Doe - Plaintiff ✓

Attorney for Plaintiff,  
New York, N.Y., )

Defendant. )

MEMORANDUM

On the Plaintiff's Motion, 1998, for summary judgment, the Court finds that the Plaintiff has established that the Defendant is liable for the Plaintiff's injuries. The Plaintiff's motion is granted, and summary judgment is entered in favor of the Plaintiff.





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T. J. ...  
Director of the ...

- ... (faded text) ...
- ... (faded text) ...
- ... (faded text) ...

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I ... (faded text) ...



IN RE: ...

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PLAINTIFF,

vs. ...

No.

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DEFENDANT.

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On the 29th day of June, 1932, came counsel for plaintiff and requested leave of this court to file an amended petition in this cause as to the additional parties defendants named as here shown;

and it is the order of the court that the plaintiff be and he hereby is granted five days from this date within which to file an amended petition herein; and it is further ordered that H. L. Folsen, Juna E. Winters and Averardo P. Vecchio be and they are appointed additional counsel in this cause.

W. H. ...  
Judge.

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Court adjourned until July 1, 1932.

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JULY 1, 1932

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ACCOUNT	DESCRIPTION	AMOUNT	PAID	BALANCE
1	100	500.00	500.00	
2	101	535.80	535.80	
3	102	500.00	500.00	
4	103	500.00	500.00	
5	104	500.00	500.00	
6	105	500.00	500.00	
7	106	500.00	500.00	
8	107	500.00	500.00	
9	108	500.00	500.00	
10	109	500.00	500.00	
11	110	500.00	500.00	
12	111	500.00	500.00	
13	112	500.00	500.00	
14	113	500.00	500.00	
15	114	500.00	500.00	
16	115	500.00	500.00	
17	116	500.00	500.00	
18	117	500.00	500.00	
19	118	500.00	500.00	
20	119	500.00	500.00	
21	120	500.00	500.00	
22	121	500.00	500.00	
23	122	500.00	500.00	
24	123	500.00	500.00	
25	124	500.00	500.00	
26	125	500.00	500.00	
27	126	500.00	500.00	
28	127	500.00	500.00	
29	128	500.00	500.00	
30	129	500.00	500.00	
31	130	500.00	500.00	
32	131	500.00	500.00	
33	132	500.00	500.00	
34	133	500.00	500.00	
35	134	500.00	500.00	
36	135	500.00	500.00	
37	136	500.00	500.00	
38	137	500.00	500.00	
39	138	500.00	500.00	
40	139	500.00	500.00	
41	140	500.00	500.00	
42	141	500.00	500.00	
43	142	500.00	500.00	
44	143	500.00	500.00	
45	144	500.00	500.00	
46	145	500.00	500.00	
47	146	500.00	500.00	
48	147	500.00	500.00	
49	148	500.00	500.00	
50	149	500.00	500.00	
51	150	500.00	500.00	
52	151	500.00	500.00	
53	152	500.00	500.00	
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55	154	500.00	500.00	
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81	180	500.00	500.00	
82	181	500.00	500.00	
83	182	500.00	500.00	
84	183	500.00	500.00	
85	184	500.00	500.00	
86	185	500.00	500.00	
87	186	500.00	500.00	
88	187	500.00	500.00	
89	188	500.00	500.00	
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217	316	500.00	500.00	
218	317	500.00	500.00	
219	318	500.00	500.00	
220	319	500.00	500.00	
221	320	500.00	500.00	
222	321	500.00	500.00	
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224	323	500.00	500.00	
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Plaintiff, *John J. ...*  
 Defendant, *...*  
 -P-

Pl. No. 70-1000,  
 No. 70-1000 - 1000 ✓

It is ordered that the Plaintiff's motion for summary judgment be denied.

Plaintiff, *John J. ...*  
 Defendant, *...*  
 -P-

Pl. No. 70-1000,  
 No. 70-1000 - 1000 ✓

It is ordered that the Plaintiff's motion for summary judgment be denied.

Plaintiff, *John J. ...*  
 Defendant, *...*  
 -P-

Pl. No. 70-1000,  
 No. 70-1000 - 1000 ✓

It is ordered that the Plaintiff's motion for summary judgment be denied.

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

Case No. 70-1000

Plaintiff, *John J. ...*  
 Defendant, *...*  
 -P-

Pl. No. 70-1000,  
 No. 70-1000 - 1000 ✓

It is ordered that the Plaintiff's motion for summary judgment be denied.





IN RE: [Name], Defendant

WILLIAM H. [Name],  
[Address]

Plaintiff,

vs.

[Name],  
[Address]

Defendant.

MEMORANDUM

On [Date], the following exhibits were introduced in evidence at the trial of the defendant, [Name], charged with the crime of [Crime], [Section] of the District of Columbia Code, [Title] of the District of Columbia Regulations, [Title] of the District of Columbia Rules of Criminal Procedure, and [Title] of the District of Columbia Rules of Evidence.

The exhibits were introduced by the plaintiff, [Name], and the defendant, [Name], and the following exhibits were introduced in evidence at the trial of the defendant, [Name], charged with the crime of [Crime], [Section] of the District of Columbia Code, [Title] of the District of Columbia Regulations, [Title] of the District of Columbia Rules of Criminal Procedure, and [Title] of the District of Columbia Rules of Evidence.

W. H. [Name]  
District Judge.

Filed: [Date]

W. H. [Name]  
[Address]  
[Address]

Case No. [Number], [Date]

[Name], [Address]

[Name], [Address]

[Text]











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THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
5780 SOUTH CAMPUS DRIVE  
CHICAGO, ILLINOIS 60637

1964

TO THE DIRECTOR  
OF THE UNIVERSITY OF CHICAGO

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RE: [Illegible]

DATE: [Illegible]

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[Illegible]













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

HUGHES TOOL COMPANY, a corporation,	Plaintiff,	)	
		)	
vs.		)	No. 275, In Equity. ✓
		)	
INTERNATIONAL SUPPLY COMPANY, a corporation,	Defendant.	)	

DECREE

This cause comes on for further hearing this 23rd day of July, 1932, and all parties are represented by their several solicitors, and thereupon upon consideration thereof and upon consideration of the report of the master, Honorable E. J. Doerner filed herein on June 21, 1932, the court makes the following findings of fact and conclusions of law.

FINDINGS OF FACT.

- (1) The number of sets of Poured Ream cones or cutters sold by the defendant in Oklahoma during the period from May, 1927 to December, 1929, are 154 sets; that the number of Ball bearing cones sold during said period in Oklahoma during that period of time was 458 sets.
- (2) That the total gross selling prices of the ball bearing type cones and the Poured ream type cones sold by the defendant totalled \$52,853.28.
- (3) That from May, 1927, to December, 1929, inclusive, the defendant made a total profit on the Poured ream cones and on the ball bearing cones of \$2,042.03.
- (4) That the amount of profit which the defendant made from the manufacture and sale of the cones and cutters involved will not adequately compensate the plaintiff for the damages it has suffered.
- (5) That during the time involved the plaintiff company was ready and equipped to supply the demands of the oil industry for the cones or cutters involved, in Oklahoma.
- (6) That the customers to whom the defendant sold the cones or cutters involved were, without exception, customers of the plaintiff company.
- (7) That during the time involved there was no other person, firm or corporation except the plaintiff and defendant selling the cutters or cones involved, to the trade in Oklahoma.
- (8) That the rock bits, or rock bit heads, upon which the cones or cutters in question could be used, were furnished exclusively during the years involved by the Hughes Tool Company to the oil trade in Oklahoma.
- (9) That the cones or cutters manufactured and sold by the defendant, could not be used upon any bit head other than the one manufactured and sold by the plaintiff company.
- (10) That the plaintiff company would have sold the cones or cutters which were sold by defendant company as shown by the statement of account rendered by the defendant, to the oil trade in Oklahoma, if the defendant had not sold the same.
- (11) That the packages or boxes in which the plaintiff shipped its cutters or cones were marked with the plaintiff's name and address, its trademark, serial numbers of the cutters and description thereof, including size and type, and a series of numbers comprising the patents under which they were manufactured, the word "patent" being opposite the patent number under which the cutters were manufactured.

(12) That the profits from the sales made by the defendant company, if the plaintiff had been permitted to make such sales, would have been the sum of \$37,880.27.

CONCLUSIONS OF LAW

(1) That plaintiff is entitled to judgment against the defendant in the sum of \$37,880.27.

(2) That since plaintiff seeks damages to the exclusion of profits made by the defendant from the manufacture and sale of the infringing articles involved, plaintiff is not entitled to recover such profits in addition to damages, and to hold otherwise would make the judgment duplicitous.

WHEREFORE, it is considered, ordered, adjudged and decreed as follows, to-wit:

(1) That plaintiff, Hughes Tool Company, a corporation, do have and recover of defendant, International Supply Company, a corporation, the sum of \$37,880.27, with interest thereon at the rate of 6% per annum from the date hereof until paid.

(2) That the defendant pay the costs of the proceedings before the Special Master, including a fee to the Special Master, E. J. Doerner in the sum of \$550.00 and such further costs as may hereafter be incurred herein, for all of which let execution issue as at law.

F. E. KENNAMER  
DISTRICT JUDGE

OK MOSS BRECKINRIDGE & YOUNG  
Attys for International Supply Co.

AMES, COCHRAN, AMES & MONNET  
Attys for Plaintiff

ENDORSED: Filed Jul 23 1932  
H. P. Warfield, Clerk  
U. S. District Court JMR

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

Hughes Tool Company, a corporation,	Plaintiff,	)	
		)	
vs.		)	No. 275 In Equity ✓
		)	
International Supply Company, a corporation,	Defendant.	)	

ORDER CONFIRMING MASTER'S REPORT

The motion of the plaintiff in the above entitled cause to confirm the report of Hon. E. J. Doerner, Special Master in Chancery, duly appointed by this Court herein to take evidence, and to report his findings of fact and conclusions of law thereon, which said report was filed herein on the 21st day of June, 1932, came on to be heard this day, and all parties being represented by their several solicitors and there being no exceptions filed to said report or objections made to the confirmation of same,

IT IS ORDERED, ADJUDGED AND DECREED that the report of said Special Master be, and it hereby is in all things confirmed, and that a final decree in favor of the plaintiff be

made in accordance with the findings of fact and conclusions of law contained in said report.

DATED July 23rd, 1932.

F. E. KENNAMER  
DISTRICT JUDGE

OK MOSS BRECKINRIDGE & YOUNG  
Attys for International Supply Co.

AMES COCHRAN AMES & MONNET  
Attys for Defendant

ENDORSED: Filed Jul 23 1932  
H. P. Warfield, Clerk  
U. S. District Court JMR

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

AMERICAN SHEET AND TIN PLATE COMPANY, a Corporation,	) Plaintiff, )	
v.	)	IN EQUITY No. 608 ✓
NICHOLS WIRE, SHEET & HARDWARE CO., a Corporation,	) Defendant. )	

ORDER ALLOWING CLAIMS AND DISTRIBUTION OF  
FIRST DIVIDEND TO CREDITORS.

This cause coming on to be further heard this 23rd day of July, 1932, upon the Receiver's report and recommendation concerning allowance of claims, accompanied by certified copy of Order allowing claims and providing a distribution of first dividend of seven and one-half (7½%) per cent entered on the 16th day of July, 1932, in the District Court of the United States, Western Division of the Western District of Missouri; and the Court being advised in the premises finds that the claims against the defendant company herein as set forth and described in the said certified copy of order entered on July 16th, 1932, in the United States District Court, Western Division of the Western District of Missouri, are true and correct, and that the Defendant Company is indebted to each of the creditors described in said order in the amount therein set forth.

The Court further finds that the time heretofore fixed herein for filing of claims has expired; that due and sufficient notice has been given to all parties for the filing of claims herein, and that all orders heretofore made herein with respect to such notice have been performed in due and proper manner.

It is, therefore, ORDERED, ADJUDGED and DECREED:

That the claim of each of the aforesaid creditors of the Defendant Company be allowed for the principal amount thereof, as hereinbefore set forth; that the Receiver may and he is hereby authorized and directed to distribute to each of the aforesaid claimants as a first dividend a sum equal to seven and one-half (7½%) per cent of the principal amount of each of the aforesaid claims herein and hereby allowed.

F. E. KENNAMER  
District Judge.

ENDORSED: Filed Jul 23 1932  
H. P. Warfield, Clerk  
U. S. District Court JMR

OLIVE H. CHESEBRO,	Plaintiff,	)	
-vs-		)	No. 659 -Equity. ✓
MONARCH ROYALTY CORPORATION, ET AL,	Defendants.	)	

Now on this 23rd day of July, A. D. 1932, it is ordered by the Court that Plaintiff be permitted to file amended bill of complaint herein. It is further ordered by the Court that Defendant be permitted to file amended answer to paragraph relating to 4300 shares of stock stricken from amended answer. Thereafter, H. T. Warner, witness, is sworn and examined by the Court. Thereupon, it is ordered by the Court that said case be taken under advisement. Said parties to submit briefs.

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

United States,	Complainant,	)	
vs.		)	
J. G. Shoun and Pitts Beatty,	Defendants,	)	No. 682 - Equity. ✓
and		)	
Frank Hickey,	Intervenor.	)	

ORDER OF SEVERANCE AND ALLOWANCE OF APPEAL TO INTERVENOR.

Now, on this 23rd day of July, 1932, comes Frank Hickey, intervenor, in the above-entitled cause, by his attorney of record, and having filed heretofore his motion for severance and an order allowing him to appeal in said cause from the final decree entered therein on the 10th day of June, 1932, without joining any of the other parties to this cause, and the court, having heard the evidence and considered said motion, finds that said Frank Hickey, intervenor as aforesaid, duly notified all of the parties to this cause that an application for such appeal would be made at this time and place and requesting all of the parties to this cause to join said intervenor in such appeal.

The court further finds that all of the other parties have refused to join in said appeal, and the court further finds that said intervenor is entitled to make such appeal in said cause without said other party or parties joining therein.

IT IS, THEREFORE, CONSIDERED AND ORDERED by the court that said Frank Hickey, Intervenor, have the right to make such appeal in said cause, without being joined therein by any of the other parties to this cause, and he is hereby granted severance and right to file said petition for appeal in this cause, without joining any of the other parties hereto in such appeal. Bond for cost fixed at \$200.00.

Dated this 23rd day of June, 1932.

F. E. KENNAMER  
JUDGE OF THE UNITED STATES DISTRICT  
COURT FOR THE NORTHERN DISTRICT OF  
OKLAHOMA.

ENDORSED: Filed Jul 23 1932  
H. P. Warfield, Clerk  
U. S. District Court JMR

-----

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

United States,	Complainant,	)	
		)	
vs.		)	
		)	No. 682 - Equity.
J. G. Shoun and Pitts Beatty,	Defendants.	)	
		)	
and		)	
		)	
Frank Hickey	Intervenor.	)	

PETITION FOR APPEAL

Frank Hickey, Intervenor, believing himself aggrieved by the judgment, order and decree made and entered on the 10th day of June, 1932, in the above-entitled cause, does hereby appeal therefrom to the United States Circuit Court of Appeals for the Tenth Circuit, for the reasons specified in the Assignment of Errors which is filed herewith, and prays that this appeal be allowed, that a citation be issued to the abovenamed plaintiff, commanding it to appear before the United States Circuit Court of Appeals for the Tenth Circuit to do and receive what may appertain to justice to be done in the premises, and that a transcript of record, proceedings and papers, upon which said judgment, order and decree were made, be duly authenticated and sent to the United States Circuit Court of Appeals for the Tenth Circuit.

FRANK HICKEY, Intervenor,

By LEAHY, MACDONALD & FILES & DONALD H. WAID  
His Attorneys.

I hereby acknowledge service of a copy of the within and foregoing petition this 23 day of July, 1932.

A. E. WILLIAMS  
ASST. UNITED STATES ATTORNEY.

Appeal allowed upon giving cost bond as required by law for the sum of \$200.00.

Witness my hand this 23 day of July, 1932.

F. E. KENNAMER  
JUDGE OF THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA.

ENDORSED: Filed Jul 23 1932  
H. P. Warfield, Clerk  
U. S. District Court JMR

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

J. FRANKLIN TAUSCH,	Complainant,	)	
		)	
vs.		)	No. 684 Equity.
		)	
SUNRAY OIL COMPANY and SUNRAY OIL CORPORATION,	Defendants.	)	

On this 23rd day of July, 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, ESQ., and the receiver herein appeared by one of its solicitors, PAUL TALIAFERRO, ESQ., 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 10th day of September, 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 against the defendants herein, or either of them.

F. E. KENNAMER  
United States District Judge.

O.K. HAGAN and GAVIN  
Solicitors for Applicant

PAUL E. TALIAFERRO  
Solicitors for Receiver

ENDORSED: Filed Jul 23 1932  
H. P. Warfield, Clerk  
U. S. District Court

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STANDISH HALL, TRUSTEE and THE GUARANTEE	)
TITLE & TRUST CO., TRUSTEE,	Plaintiffs, )
	)
-vs-	) No. 708 - Equity.
	)
THE KNIGHT REALTY CO., A CORP, ADAH	)
SANDERS & SANDERS, ANNA K.	)
PARK, and R. R. PARK,	Defendants. )

Now on this 23rd day of July, A. D. 1932, it is ordered by the Court that application for Receiver herein be, and it is hereby, taken under advisement.

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Court adjourned until July 26, 1932.

Court convened pursuant to adjournment, Tuesday, July 26, 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 UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT  
OF OKLAHOMA

IRVING L. BUSH,	Complainant, )	
	)	
vs.	)	
	)	No. 537 Equity
R. H. PIERCE & COMPANY, INC.,	)	
a corporation, R. H. PIERCE and	)	
HARLAND READ,	Defendants. )	

ORDER OF DISMISSAL

On this 25th day of July, 1932, on motion of attorney for plaintiff,

IT IS ORDERED, that this cause be, and the same is hereby, dismissed, without prejudice, at plaintiff's cost.

F. E. KENNAMER  
District Judge

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

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Court adjourned until July 27, 1932.

Court convened pursuant to adjournment, wednesday, July 27, 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 THE STATE OF OKLAHOMA

Jane Haskell Richardson,	Plaintiff, )	
	)	
-vs-	)	
	)	
The Sapulpa Fuel Company, a corpora-	)	No. 621 - Equity
tion, et al,	Defendants. )	
	)	
Union National Bank of Wichita,	)	
Kansas, trustee,	Intervener. )	

ORDER SETTING FOR HEARING APPLICATION FOR CONFIRMATION OF SALE



liquor, and from conducting or permitting the continuance of a common nuisance upon said premises.

F. E. KENNAMER  
JUDGE

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

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

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Court adjourned until July 30, 1932.

Court convened pursuant to adjournment, Saturday, July 30th, 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 UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT  
OF OKLAHOMA

T. J. Booth, et al,	Plaintiffs, )	
	)	
vs.	)	No. 663 Equity. ✓
	)	
Greer Investment Company, a corporation, et al,	Defendants. )	

O R D E R

WHEREAS, by decree of this Court entered on October 5, 1931, it was provided, among other things;

"Fourth": that all persons other than the complainants in this case, who claim any interest in the trust estate by reason of their past ownership of preferred shares of the trust estate, or the past or present owners of the preferred stock of said Petroleum Royalties Company of Oklahoma, the corporation, shall have the right hereafter to prevent such claims to said Master, and such rights shall be hereafter determined by the Court".

and,

WHEREAS, under date of June 1, 1932, the stockholders of the Petroleum Royalties Company of Oklahoma, a corporation, and the stockholders of Petroleum Royalties Co pany, a trust estate, were notified in writing by Paul E. Taliaferro, Receiver Pendente Lite herein, to file with Paxton Howard Special Master herein, their application for reinstatement to their former rights in the Petroleum Royalties Company, a trust estate, and

WHEREAS, Paul E. Taliaferro, Receiver pendente Lite herein, and Paxton Howard, the special Master herein, have filed their application for an order of this court limiting the time within which the parties entitled under section Fourth of the decree, as aforesaid,

may apply to the Special Master herein to be reinstated to their former rights in the Petroleum Royalties company, a trust estate, and

WHEREAS, the Court having considered said application and the proofs submitted in support thereof, and being fully advised in the premises, is of the opinion that the application for a limitation of time, as aforesaid, should be granted.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that all persons who claim any interest in the Petroleum Royalties Company, a trust estate, by reason of their past ownership of preferred shares of said trust estate, or by reason of their present ownership of the preferred shares of the Petroleum Royalties Company of Oklahoma, a corporation, shall file their claim by reason thereof with Paxton Howard, Special Master herein, by the 30th day of September, 1932, or be forever barred from asserting any interest in and to said Petroleum royalties Company, a trust estate, and

IT IS FURTHER ORDERED that notice hereof be given to all parties of interest by mailing within fifteen (15) days from the date hereof, a true and correct copy of this order with postage prepaid to their last known address as appears on the books and records of said Petroleum royalties Company, a trust estate.

Dated this 30th day of July, A. D. 1932.

F. E. KENNAMER  
Judge of the United States District Court.

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

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Court adjourned until August 1, 1932.

Court convened pursuant to adjournment, Monday, August 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 UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT  
OF OKLAHOMA.

Monarch Royalty Corporation, a corporation,	Complainant,	)
		)
vs.		) NO. 591 EQUITY.
		)
Monarch Royalty Corporation of Oklahoma, a corporation, et al,	Defendants.	)

O R D E R

On this 1st day of August, 1932, comes on for hearing the application of Villard Martin, receiver of Monarch royalty Corporation, a Delaware corporation, and Monarch royalty Corporation of Oklahoma, a Delaware corporation, for approval of settlement of the above case

as recited in said application, and the Court having read and considered said application and having heard the testimony of witnesses sworn and examined in open Court, and being well and sufficiently advised, finds that said settlement is fair and in the best interests of the Monarch Royalty Corporation and Monarch Royalty Corporation of Oklahoma, and that said settlement should be approved.

IT IS THEREFORE ORDERED that said settlement be, and the same is hereby approved and Willard Martin, as Receiver, is hereby authorized to accept conveyances of the properties referred to in the application of the receiver in full and complete settlement and satisfaction of all claims asserted against the defendants in this action and to otherwise take any and all necessary action to carry out the terms of said settlement agreement and to dismiss the above case with prejudice at the cost of the complainant.

F. E. KENNAMER  
J U D G E.

ENDORSED: Filed Aug 1 1932  
H. P. Warfield, Clerk  
U. S. District Court

AIR-WAY ELECTRIC APPLIANCE CORP., A CORP.,	)	
	) Plaintiff,	
	)	No. 629 - Equity.
-vs-	)	
	)	
JOHN C. WOLFE,	) Defendant.	

Now on this 1st 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 Air-Way Electric Appliance Corporation, a Corporation, plaintiff, and John C. Wolfe, defendant, No. 629, Equity, the decree of the said District Court in said cause entered on August 1, 1931, was in the following words, viz:-

"Upon consideration of the defendant's motion to dismiss the amended bill of complaint, and being advised in the premises:

"It is ordered that said motion to dismiss be and the same is hereby sustained, and the bill is dismissed for want of equity, to which ruling of the court the plaintiff excepts, and its exceptions are allowed."

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 Air-Way Electric Appliance Corporation 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 decree of the said District Court, in this cause be, and the same is hereby, affirmed and that John C. Wolfe, appellee, have and recover of and from Air-Way Electric Appliance Corporation, a corporation, appellant, his costs herein.

- - June 20, 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 26th day of July, in the year of Our Lord one thousand nine hundred and thirty-two.

COULTS OF	Appellee.
Clerk	\$-- --
Printing Record	\$-- --
Attorney	\$20.00
	\$ 20.00

ALBERT TREGO  
Clerk of the United States Circuit Court of Appeals, Tenth Circuit.

ENDORSED: Filed Aug 1 1932,  
H. P. Warfield, Clerk  
U. S. District Court W

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Court adjourned until August 6, 1932

Court convened pursuant to adjournment, Saturday, August 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:

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

Hanna Anderson,	Complainant,	)	
		)	
vs.		)	No. 562 Eq. *
Jack Roberts, O. K. Peck, et al.,	Defendants.	)	
		)	
United States of America,	Intervener.	)	

O R D E R.

Now on this 18th day of July, 1932, on motion of Jack Roberts,

IT IS CONSIDERED AND ORDERED BY THE COURT that the abstract of pleadings and narrative statement of evidence heretofore filed, together with the praecipe for record on

appeal, may be withdrawn, to be re-filed on or before the expiration of the extended time this date granted, said re-filing to be upon proper notice to adverse parties.

F. E. KENNAMER  
Judge.

Received above files this 18th day of July, 1932.

D. H. LINEBAUGH

ENDORSED: Filed Aug 6 1932  
H. P. Warfield, Clerk  
U. S. District Court W

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

ERLE K. EBY,	Complainant,	)	
		)	
vs.		)	
		)	
MONARCH ROYALTY CORPORATION, et al,	Defendants.	)	No. 581 Equity ✓
		)	
JAMES A. HARRIS,	Receiver	)	
		)	
GEORGE H. 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 sixty 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 sixty days from this date.

DATED this 6 day of August, 1932.

F. E. KENNAMER  
Judge.

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

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IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DIS-  
TRICT 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 sixty 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 sixty days from this date.

DATED this 6 day of August, 1932.

F. E. KENNAMER  
Judge.

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

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

JANE HASKELL RICHARDSON,	Plaintiff,	)	
		)	
-vs-		)	
SAPULPA FUEL COMPANY, a corporation,	Defendant	)	NO: IN EQUITY 621 ✓
		)	
J. E. Goddard, Standard Oil and Refining Company, a corporation, H. M. Watchorn and Maude V. Watchorn for the use and benefit of the Standard Oil and Refining Company, a corporation,	Intervenors	)	

ORDER DIRECTING ASSETS BE TURNED TO RECEIVER, S. B. DANIEL

Now on this 6th day of Aug., 1932 the above entitled cause comes on for consideration before me the undersigned Judge of the above entitled court on the application of S. B. Daniel to have turned and delivered over to him by this court Fifty Five Hundred (\$5500.00) Dollars of First Mortgage Bonds of the Sapulpa Fuel Company, a corporation, that are now in possession of the court and for the further and additional delivery to him the said S. B. Daniel, Receiver, of any and all other assets or property in possession of the court or the clerk thereof belonging to the Standard Oil and Refining Company, a corporation;







Court convened pursuant to adjournment, Monday, August 8th, 1932.

Hon. F. E. Kennamer, Judge, absent from the District.

Present: 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.

S. R. Morgan and The Chicago Bank of Commerce, of Chicago, Illinois,	Plaintiffs,	)	
		)	
vs.		)	In Equity
		)	No. 658
E. P. Hinds, et al,	Defendants.	)	

ORDER OF DISMISSAL.

Now on this 6th day of August, 1932, on motion of the plaintiffs in the above entitled action, it is ordered that said cause be and the same is hereby dismissed without prejudice.

F. E. KENNAMER  
Judge.

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

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Court adjourned until August 11, 1932.

Court convened pursuant to adjournment, Thursday, August 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. 550 Equity.
		)	
Board of County Commissioners of Osage County, Oklahoma, et al,	Defendants.	)	

ORDER ENLARGING TIME IN WHICH TO FILE APPEAL

Now on the 11th day of August, 1932, said defendants request additional time in which 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 sixty 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 Aug 11 1932  
H. P. Warfield, Clerk  
U. S. District Court JMR

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

Federal Life Insurance Company,  
a Corporation,

Plaintiff, )

) No. 556 Equity. ✓

-vs-

Henry Flanders, et al.,

Defendants )

ORDER SETTING FOR HEARING REPORT OF RECEIVER.

Jacob Smith as receiver having filed his report and asked for a day to be set for hearing,

IT IS ORDERED that said receiver's report be and the same is hereby set for hearing at the Chambers of the Judge in the Court House in Tulsa, Oklahoma, for the 1st day of September, 1932, at ten o'clock A. M.,

F. E. KENNAMER  
Judge.

ENDORSED: Filed Aug 11 1932  
H. P. Warfield, Clerk  
U. S. District Court JMR

PAUL P. PRUDEN, ET AL.,

Plaintiffs, )

) No. 588 - Equity. ✓

-vs-

SCHOOL DISTRICT 22 of OSAGE COUNTY,

Defendant. )

Now on this 11th 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 Paul P. Prudden et al., complainants, and School District No. 22, Osage County, Oklahoma, et al., respondents, No. 588 Equity, the decree of the said District Court in said cause entered on May 13, 1931, was in the following words, viz:

It is now ordered, adjudged and decreed as follows:

1. That the allegations contained in the bill of complaint herein on behalf of complainants are true and correct and that complainants are entitled to and are hereby granted all of the relief sought in this proceeding and action.

2. That the title and right of complainants in and to the funding bonds, set forth and described in the bill of complaint, so issued by said respondent School District No. 22, Osage County, Oklahoma, is hereby quieted against all claims, clouds and assertions as to their invalidity which have been or may hereafter be made by said respondents or either of them or their servants, agents, employees and/or successors in office.

3. That said respondents and each and all of them, their officers, agents, employees and successors in office are hereby perpetually enjoined, prohibited and restrained from casting any further or additional clouds on the title of complainants of and to said bonds, and from asserting in any manner or in any proceeding that said bonds are invalid and void.

4. That said respondents, School District No. 22, Osage County, Oklahoma, Harry McDaniel, Chas. Selby, J. W. Yates and C. F. Foss, respectively Director, Clerk, Member and Treasurer of School District No. 22, Osage County, Oklahoma, and their agents, servants, employees and successors in office are hereby perpetually enjoined and restrained from committing a breach of the terms and conditions of the written contracts expressed and set out in said bonds with reference to the making of an annual tax levy for the payment of interest on said bonds and principal at maturity, and said named respondents and their agents, servants, employees and successors in office are hereby restrained from diverting funds on hand in the sinking fund of said municipality to any source or using the same for any purpose not authorized by law.

5. That said respondents and each and all of them and their agents, servants, employees and successors in office are hereby enjoined and restrained from failing and refusing to perform in full their statutory duties in the matter of making yearly itemized statements of the estimated needs of the amount required by law to provide a sinking fund to retire said bonds at their maturity, and to semi-annually pay the interest coupons thereto attached as they mature, and they and each of them, and their successors in office are hereby enjoined from failing and refusing so to do; and they and each of them, and their successors in office are further perpetually enjoined and restrained from in any manner and at any time failing or refusing to take such action or actions or such proceeding or proceedings as may be by law provided for the purpose of compelling the payment of such tax levies

EQUITY SESSION

DISTRICT OF OKLAHOMA  
TULSA, OKLAHOMA

THURSDAY, AUGUST 11, 1932

to be made as herein specified, and they and each of them are hereby enjoined from failing and refusing to take such actions or proceedings as may be necessary and as may be provided for the purpose of securing funds to create a sinking fund to retire such bonds and pay the interest coupons thereon at their maturity.

It is further ordered, adjudged and decreed that the respondent C. F. Foss, Treasurer of School District No. 22, Osage County, Oklahoma, or his successor in office, or his agents, servants, and employees are hereby enjoined and restrained from failing or refusing to pay out of available sinking fund moneys all past due interest coupons detached from said bonds together with interest thereon from their maturity to the date of such payment, and from failing and refusing to pay in full all subsequently maturing interest coupons out of available sinking fund moneys created for such purpose.

It is further ordered, adjudged and decreed that the complainants recover of and from the respondents herein, and each and all of them, their cost expended herein, for which let execution issue.

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 School District No. 22, Osage County, Oklahoma, 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 decree of the said District Court, in this cause be, and the same is hereby, affirmed; and that Paul P. Prudden, Harry L. Hutchinson, Albert C. Mittendorf, a co-partnership doing business under the firm name and style of Prudden & Company, appellees, have and recover of and from School District No. 22, Osage County, Oklahoma, a municipal corporation, and C. F. Foss, appellants, their costs herein.

- - June 30, 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 6th day of August, in the year of our Lord one thousand nine hundred and thirty-two.

COSTS OF	Appellees:
Clerk,	\$-- --
Printing Record	\$-- --
Attorney	<u>\$20.00</u>
	\$20.00

ALBERT TREGO  
Clerk of the United States Circuit Court of Appeals, Tenth Circuit.

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

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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 E. C. Mullendore 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 decrees of the said District Court, in this cause be, and the same are hereby, affirmed, and that Osage Tribe of Indians, Fred Lookout, Chief, Harry Kopy, Assistant Chief, Franklin Revard, Secretary, and Sam Kennedy, George Aberty, Clement Denoya, Frank Lessert, Dick Petsemio, Charles Brown, Francis Revard and Simon Henderson, constituting the Osage Tribal Council, Ray Lyman Wilbur, Secretary of the Interior, Chas. J. Rhoads, Commissioner of Indian Affairs, D. E. Murphy, Superintendent of the Osage Indian Agency, Pure Oil Company, a Corporation, and Sinclair Oil and Gas Company, a Corporation, appellees, have and recover of and from E. C. Mullendore, Beatrice Whitewing and Fred Roan Martin, a Minor Suing by and through His Legal Guardian, Minnie E. Martin, appellants, their costs herein.

- - June 28, 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 5th 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  
\$20.00

ALBERT REGO  
Clerk of the United States Circuit Court of Appeals, Tenth Circuit.

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

UNITED STATES OF AMERICA, Plaintiff, )  
 )  
-vs- ) No. 644 - Equity. ✓  
 )  
JOHN WAGOSHE, ET AL., Defendants. )

Now on this 11th 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 Northern District of Oklahoma, before you, or some of you in a cause between United States of America, complainant, and John Wagoshe et al., respondents, No. 644, Equity, the decree of the said District Court in said cause entered on September 18, 1931, was in the following words, viz:

It is therefore by the court considered, adjudged and decreed that the complainant, the United States of America, is the owner and has the legal and equitable title in and to the oil, gas, coal and other minerals covering all of Osage County, Oklahoma, in trust for the use and benefit of the Osage Tribe of Indians and that the respondents, and each of them, and all persons similarly situated with them and similarly interested with them have no right, title or interest of any kind or character whatsoever in and to any of said minerals and that the title of this complainant in and to said minerals be and the same is hereby quieted in this complainant in trust for the use and benefit of the Osage Tribe of Indians.

It is further ordered and decreed by the court that the said respondents and all persons similarly situated with them and similarly interested with them be and they are hereby enjoined permanently from setting up or making any claim whatsoever directly or indirectly in or to any of the oil, gas, coal and other minerals heretofore extracted or mined from any of said land of Osage County, Oklahoma, mentioned and set out in complainant's complaint, or from setting up, claiming or making any claim directly or indirectly in and to said leasehold estates mentioned in complainant's complaint and the bills of intervention that will in any way or manner directly or indirectly interfere with the complainant through its lessees as its instrumentalities or agencies, from operating said leases, extracting the oil and gas from the lands covered by said leases, marketing and selling said oil and gas and other minerals and applying the proceeds thereof in conformity to and in accordance with the leases held by said lessees, the laws of the United States and the rules and regulations promulgated by the Secretary of the Interior incident thereto, and that the said respondents be further enjoined from in any way or manner, directly or indirectly, interfering with or molesting this complainant, the United States of America, its administrative officers and employees, its instrumentalities or agencies, from the proper execution of its trust on behalf of its wards, said Osage Tribe of Indians, and its policies and duties with reference thereto.

It is further adjudged and decreed that the title of The Pure Oil Company, a corporation, and Sinclair Oil and Gas Company, a corporation, interveners, in and to the following mining leases covering lands situated in Osage County, Oklahoma, to-wit:

Oil and gas mining lease dated the 1st day of February, 1913, approved March 3, 1913, covering Sections Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and the North Half (N2) of Sections Sixteen (16), Seventeen (17), Eighteen (18), in Township 23 North, Range Eight (8) East, containing 4780 acres more or less;

Oil mining lease dated June 27, 1917, approved August 13, 1917, covering the southwest Quarter (SW4) of Section Ten (10), Township Twenty-three (23) North, Range Eight (8) East;

be and the same is hereby quieted; and the respondents and others similarly situated be and they are hereby perpetually enjoined from asserting any right, claim or interest in said leasehold estates, and they are adjudged to be valid and in full force and effect according to their terms and tenor; and that the title of Sinclair Oil and Gas Company, a corporation, intervener, in and to the following oil mining leases covering lands situated in Osage County, Oklahoma, to-wit:

Oil mining lease dated May 22, 1916, approved June 13, 1916, covering the Southeast Quarter of Section 32, Township 22 North, Range 10 East;

Oil mining lease dated May 22, 1916, approved June 13, 1916, covering the Northeast Quarter of Section 5, township 21 North, Range 10 East;

Oil mining lease dated June 21, 1916, approved July 20, 1916, covering the Southwest Quarter of Section 10, Township 21 North, Range 12 East;

Oil mining lease dated June 21, 1916, approved July 20, 1916, covering the Southeast Quarter of Section 8, Township 20 North, Range 12 East;

Oil mining lease dated June 21, 1916, approved July 20, 1916, covering the Northwest Quarter of Section 31, Township 25 North, Range 11 East;

Oil mining lease dated June 21, 1916, approved July 20, 1916, covering the Southeast Quarter of Section 24, Township 23 North, Range 11 East;

Oil mining lease dated November 18, 1918, approved December 9, 1918, covering the Southwest Quarter of Section 36, Township 27 North, Range 5 East;

Oil mining lease dated November 18, 1918, approved December 9, 1918, covering the Northeast Quarter of Section 1, Township 26 North, Range 5 East;

Oil mining lease dated April 6, 1923, approved April 12, 1923, covering the Northeast Quarter of Section 15, Township 27 North, Range 5 East;

Oil mining lease dated January 19, 1923, approved January 27, 1923, covering the Northeast Quarter of Section 19, Township 27 North, Range 6 East;

Oil mining lease dated January 19, 1923, approved January 27, 1923, covering the Southwest Quarter of Section 20, Township 27 North, Range 6 East;

Oil mining lease dated March 17, 1922, approved March 28, 1922, covering the Southeast Quarter of Section 29, Township 27 North, Range 6 East;

Oil mining lease dated December 17, 1921, approved December 28, 1921, covering the southwest Quarter of Section 29, Township 27 North, Range 6 East;

Oil mining lease dated December 17, 1921, approved December 28, 1921, covering the Northeast Quarter of Section 32, Township 27 North, Range 6 East;

Oil mining lease dated December 17, 1921, approved December 28, 1921, covering the Northwest Quarter of Section 33, Township 27 North, Range 6 East;

be and the same is hereby quieted, and the respondents and other similarly situated be and they are hereby perpetually enjoined from asserting any right, claim or interest in said leasehold estates, and they are adjudged to be valid and in full force and effect according to their terms and tenor; and that the title of The Pure Oil Company, a corporation, intervener, in and to the following mining leases covering lands situated in Osage County, Oklahoma, to-wit:

Oil and gas lease dated Oct. 15, 1913, approved Oct. 30, 1913, covering the N2 of SE4 of Sec. 25-22N-7E;

Oil lease dated March 16, 1916, approved May 17, 1916, covering NE4 of Sec. 11-27N-10E;

Oil lease dated March 16, 1916, approved May 17, 1916, covering NW4 of Sec. 11-27-N-10E;

Oil lease dated March 16, 1916, approved May 17, 1916, covering SE4 of Sec. 11-27N-10E;

Oil lease dated March 16, 1916, approved May 17, 1916, covering SW4 of Sec. 11-27N-10E;

Oil lease, dated March 16, 1916, approved May 17, 1916, covering NE4 of Sec. 14-27N-10E;

Oil lease dated March 16, 1916, approved May 17, 1916, covering NW4 of Sec. 14, 27N-10E;

Oil lease, dated March 16, 1916, approved May 17, 1916, covering SE4 of Sec. 14, 27N-10E;

Oil lease, dated March 16, 1916, approved May 17, 1916, covering SW4 of Sec. 14-27N-10E;

Oil lease, dated February 15, 1916, approved May 17, 1916, covering SW4 of Sec. 2-27N-10E;

Oil lease, dated May 25, 1918, approved July 5, 1918, covering NW4 of Sec. 26-22N-8E;

Oil lease, dated June 6, 1919, approved April 21, 1920, covering SW4 of Sec. 10-27N-10E;

Oil lease Dated Jan. 7, 1916, approved May 17, 1916, covering SW4 of Sec. 34, 27N-10E;

Oil lease, dated Jan. 7, 1916, approved May 17, 1916, covering SE4 of Sec. 34-27N-10E;

Oil lease, dated Nov. 20, 1918, approved Apr. 18, 1919, covering NE4 of Sec. 19-22N-10E;

Oil lease, dated Nov. 20, 1920, approved Dec. 14, 1920, covering NW4 of Sec. 3-26-11;

Oil lease, dated Nov. 5, 1920, approved Dec. 14, 1920, covering NW4 of Sec. 3-26N-11E;

Oil lease, dated Nov. 20, 1918, approved April 18, 1919, covering NE4 of Sec. 19-22N-10E;

be and the same is hereby quieted, and the respondents and others similarly situated be and they are hereby perpetually enjoined from asserting any right, claim or interest in said leasehold estates, and they are adjudged to be valid and in full force and effect according to their terms and tenor; and that the title of Vacuum Oil Company, a corporation, intervener, in and to the following oil mining leases covering lands situated in Osage County, Oklahoma, to-wit:

Oil lease dated December 12, 1927, approved January 20, 1928, covering the Southwest Quarter of Section 2, Township 26 North, Range 6 East, I.M.;

Oil lease dated March 28, 1927, approved April 13, 1927, covering the Northwest Quarter of Section 11, Township 26 North, Range 6 East, I.M.;

Oil lease dated March 28, 1927, approved April 13, 1927, covering the Southwest Quarter of Section 28, Township 26 North, Range 6 East, I.M.;

be and the same is hereby quieted, and the respondents and others similarly situated be and they are hereby perpetually enjoined from asserting any right, claim or interest in said leasehold estates, and they are adjudged to be valid and in full force and effect according to their terms and tenor; and that the title of Vacuum Oil Company, a corporation, and The Texas Company, a corporation, interveners, in and to the following oil mining leases, covering lands situated in Osage County, Oklahoma, to-wit:

Oil lease dated March 29, 1928, approved April 21, 1928, covering the Southwest Quarter of Section 11, Township 26 North, Range 6 East, I.M.;

Oil lease dated December 15, 1927, approved January 24, 1928, covering the Northeast Quarter of Section 14, Township 26 North, Range 6 East, I. M.;

Oil lease dated December 15, 1927, approved January 24, 1928, covering the Northwest Quarter of Section 13, Township 26 North, Range 6 East, I.M.;

be and the same is hereby quieted, and the respondents and others similarly situated be and they are hereby perpetually enjoined from asserting any right, claim or interest in said leasehold estates, and they are adjudged to be valid and in full force and effect according to their terms and tenor; and that the title of Vacuum Oil Company, a corporation, and Empire Oil & Refining Company, a corporation, interveners, in and to the following oil mining leases, covering lands situated in Osage County, Oklahoma, to-wit:

Oil lease dated September 20, 1928, approved October 27, 1928, covering the Northwest Quarter of Section 14, Township 26 North, Range 6 East, I.M.;

Oil lease dated March 28, 1927, approved May 17, 1927, covering the Northeast Quarter of Section 15, Township 26 North, Range 6 East, I.M.;

Oil lease dated September 27, 1928, approved October 26, 1928, covering the Southeast Quarter of Section 15, Township 26 North, Range 6 East, I.M.;

Oil lease dated September 27, 1928, approved October 26, 1928, covering the Southwest Quarter of Section 14, Township 26 North, Range 6 East, I.M.;

Oil lease dated March 29, 1928, approved April 26, 1928, covering the Northeast Quarter of Section 22, Township 26 North, Range 6 East, I.M.;

Oil lease dated March 29, 1928, approved April 26, 1928, covering the Northwest Quarter of section 23, Township 26 North, Range 6 East, I.M.;

Oil lease dated March 29, 1928, approved April 26, 1928, covering the Southeast Quarter of Section 22, Township 26 North, Range 6 East, I.M.;

Oil lease dated September 27, 1928, approved November 3, 1928, covering the Northeast Quarter of Section 27, Township 26 North, Range 6 East, I.M.;

Oil lease dated September 20, 1929, approved December 19, 1929, covering the Northwest Quarter of Section 27, Township 26 North, Range 6 East, I.M.;

be and the same is hereby quieted, and the respondents and others similarly situated be and they are hereby perpetually enjoined from asserting any right, claim or interest in said leasehold estates, and they are adjudged to be valid and in full force and effect according to their terms and tenor; to all of which decree and judgment of the court the said respondents, and each of them, except and their exceptions are allowed.

It is further ordered and decreed by the court that the costs of this action shall be charged to the said respondents; to which order of the court the respondents, and each of them, except and their exceptions are allowed.

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 Henry R. Adams 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 decree of the said District Court, in this cause be, and the same is hereby, affirmed, and that United States of America, The Pure Oil Company, a Corporation, vacuum Oil Company, a Corporation, The Texas Company, A Corporation, Sinclair Oil and Gas Company, a Corporation, and Empire Oil & Refining Company, a Corporation, appellees, have and recover of and from Henry R. Adams and E. C. Millendore, in their own behalf and in behalf of all other parties similarly situated, appellants, their costs herein.

- - June 28, 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 5th 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  
\$20.00.

ALBERT TREGO, Clerk  
of the United States Circuit Court of Appeals,  
Tenth Circuit.

EMBOURED: Filed Aug 11 1932,  
H. P. Warfield, Clerk,  
U. S. District Court

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CHARLES F. YARBROUGH, ET AL,	Plaintiff, ) ) )	No. 645 - Equity. ✓
vs.	) )	
OSAGE TRIBE OF INDIANS, ET AL,	Defendants. )	

Now on this 11th 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 Northern District of Oklahoma, before you, or some of you in a cause between Charles F. Yarbrough et al., complainants, and Osage Tribe of Indians et al., defendants, No. 645, Equity, the decrees of the said District Court in said cause entered on June 16, 1931, and on September 10, 1931, were in the following words, viz:

"It is therefore by the court considered, ordered and adjudged that the motion of complainants for an order directing that service of process be made upon the said Secretary of the Interior and the said Commissioner of Indian Affairs be and the same is hereby denied, to which order and rules of the court the complainants and each of them except, and the exceptions are allowed; and that each and all the motions of the respondents above named be and the same are hereby sustained and the bill of complaint filed herein by the complainants as to them is hereby dismissed, to which order and ruling of the court the complainants and each of them except, and the exceptions are allowed."

"It is therefore ordered, that the motions to dismiss for want of equity of said named defendants be sustained and plaintiff's bill be and the same is hereby dismissed for want of equity to which plaintiffs except and their exceptions are allowed."

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 Charles F. Yarbrough 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 decrees of the said District Court, in this cause be, and the same are hereby, affirmed, and that Osage Tribe of Indians, Fred Lookout, Chief, Harry Kopay, Assistant Chief, Franklin Revard, Secretary, and Sam Kennedy, George Aberty, Clement Denoya, Frank Lessert, Dick Petsemole, Chas. Brown, Francis Revard and Simon Henderson, constituting the Osage Tribal

Council, Ray Lyman Wilbur, Secretary of the Interior, Chas. J. Rhoads, Commissioner of Indian Affairs, D. E. Murphy, Superintendent of the Osage Indian Agency, Barnsdall Oil Corporation, Barnsdall Refiners, Inc., Barnsdall Refining Company, Barnsdall Oil Company, Prairie Oil & Gas Company, Producers & Refiners Company, and Continental Oil Company, a Corporation, appellees, have and recover of and from Charles E. Yarbrough, E. C. Mullendore, A. W. Lohman and Henry Lohman, appellants, their costs herein.

- - June 28, 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 5th 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  
\$20.00

ALBERT TREGO  
Clerk of the United States Circuit Court of Appeals, Tenth Circuit.

EMBORED: Filed Aug 11 1932  
H. P. Warfield, Clerk  
U. S. District Court

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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

The above entitled matter coming on for hearing on the oral motion and application of Paul E. Taliaferro, the attorney for the Receiver herein, and for the Receiver, asking that an order heretofore entered herein, to-wit: on the 6th day of August, 1932, whereby permission was granted to the plaintiffs in a suit entitled Frank Russell, et al, vs. The Reinhart & Donovan Company, Sunray Oil Company, C. H. Wright, Receiver thereof, et al, pending in the District Court of Oklahoma County, State of Oklahoma, being No. 74313 therein, to sue the receiver of the Sunray Oil Company, heretofore appointed by this Court in this matter, be vacated, and it appearing to the Court that said order was obtained without notice and upon agreement that the consent of the attorneys for the Receiver herein would be given before said order was filed, and the Court being fully advised, it is

ORDERED, ADJUDGED AND DECREED that the said order heretofore entered herein, dated August 6th, 1932, whereby leave was granted plaintiffs in the action entitled Frank Russell, et al vs. Reinhart & Donovan Company, Sunray Oil Company, C. H. Wright, Receiver thereof, et al, in the District Court of Oklahoma county, State of Oklahoma, being No. 74313 therein, to sue

the Receiver of the Sunray Oil Company be and it is hereby vacated, set aside and held for naught.

Dated this 11 day of August, 1932.

F. E. KENNAMER  
United States District Judge

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

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Court adjourned until August 12, 1932.

Court convened pursuant to adjournment, Friday, August 12th, 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,	Plaintiff,	)
		)
vs.		) No. 630 - Equity.
		)
L. E. (Gyp) Smith, et al,	Defendants.	)

ORDER TO PAY INSURANCE PREMIUM.

Now, on this 12 day of August, 1932, on the application of the receiver in this cause, John H. Vickrey, to pay to Ralph S. Tolson certain insurance premiums on maintained insurance on improvements located on the real estate involved in this action, and it being shown to the Court said bill of insurance is a legitimate claim against the income of said property and that said receiver has funds in his hands belonging to said property in excess of the said insurance claim, and that said insurance claim amounts to the total sum of \$90.57, shown by an itemized statement attached hereto, and it being recommended by said Receiver and the United States Attorney's office that said claim be paid, there being no objections,

IT IS THEREFORE THE ORDER AND JUDGMENT OF THE COURT that John H. Vickrey, Receiver in this cause be, and he hereby is, directed to pay to Ralph S. Tolson the sum of \$90.57 for insurance policies in accordance with the itemized statement hereto attached, and that said insurance premiums be paid out of rental fund now in possession of said Receiver and be accounts for in the final report of the Receiver in this case.

O.K. A. E. WILLIAMS,  
A. E. Williams, Assistant United States  
ENDORSED: Filed Aug 12 1932 Attorney.  
H. P. Warfield, Clerk  
U. S. District Court JMR

F. E. KENNAMER  
JUDGE.

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

MAYE SPRATT,	Plaintiff,	)	
		)	
vs		)	
		)	
THE MASSACHUSETTS PROTECTIVE ASSOCIATION, Incorporated, a corporation, MYRTLE M. APPLEBAUGH and LELA McLAIN,	Defendants,	)	No. 782 - EQUITY.
		)	
and		)	
		)	
MYRTLE M. APPLEBAUGH, Administratrix,	Intervenor.	)	

ORDER ALLOWING COSTS AND ATTORNEYS' FEES,  
AND DISCHARGING THE DEFENDANT, THE  
MASSACHUSETTS PROTECTIVE ASSOCIATION.

NOW on this 12th day of August, 1932, this cause comes on for hearing on the motion of the defendant, The Massachusetts Protective Association, Incorporated, a corporation, discharging it from any further liability under the policy of insurance sued on herein and allowing to it its costs, expenses, and attorneys' fees herein; and,

The Court having heard the evidence presented and being fully advised in the premises finds that the defendant, The Massachusetts Protective Association, Incorporated, a corporation, has paid into the registry of this court the sum of Five Thousand (5,000.00) Dollars, which it admits and the Court finds to be due and owing on a policy of insurance dated June 26, 1931, numbered 418638, issued by it to Donald O. J. Spratt, who is now deceased; that the plaintiff, Maye Spratt, the beneficiary named in such policy of insurance and the intervenor, Myrtle M. Applebaugh, administratrix of the estate of Donald O. J. Spratt, deceased, and the defendants and intervenors, Myrtle M. Applebaugh and Mrs. Lela McLain, are each claiming all, or a part of the proceeds of said policy of insurance, and the defendant, The Massachusetts Protective Association, Incorporated, a corporation, has filed its answer herein in the nature of a Bill of Interpleader against each of said claimants, asking that they interplead and settle between themselves their rights or claims to the money due under said policy of insurance; that said defendant, by the payment of said sum of Five Thousand (5,000.00) Dollars into the registry of this court, has discharged its liability under said policy of insurance and is entitled to be discharged from all further liability under said policy of insurance, and that said defendant has expended the sum of Fifty-six (56.00) Dollars as costs and expenses herein.

THE COURT FURTHER FINDS that the sum of Three Hundred (300.00) Dollars is a reasonable attorney's fee to be paid to Aby & Tucker and William H. Martin, as attorneys for the defendant, The Massachusetts Protective Association, Incorporated, a corporation, in this action and that said costs and attorneys' fees should be paid out of said fund deposited by said defendant in the registry of this court.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that the defendant, The Massachusetts Protective Association, Incorporated, a corporation, is liable to said plaintiff, or to one or more of said defendants and intervenors, in said sum of Five Thousand (5,000.00) Dollars so paid into the registry of this court, and that it is hereby fully discharged from all other or further liability whatsoever on its said policy of insurance issued to Donald O. J. Spratt, which policy is numbered 418638 and dated the 26th day of June, 1931, and that Maye Spratt, plaintiff herein, and Myrtle M. Applebaugh, administratrix of the estate of Donald O. J. Spratt, intervenor herein, and Myrtle M. Applebaugh and Mrs. Lela McLain, defendants and intervenors herein, are hereby each enjoined from making any further claim against the defendant, The Massachusetts Protective Association, Incorporated, a corporation, on account of said policy of insurance.





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

J. Franklin Tausch,	Complainant, )	) IN EQUITY No. 684. ✓
vs.	)	
Sunray Oil Company and Sunray Oil Corporation,	Defendants. )	
The American-First Trust Company in Oklahoma City, as trustee,	Intervenor. )	

ORDER OF COURT

NOW, on this 13th day of August, 1932, there comes on for hearing the motion of Ray M. Dunnett, praying leave to file an intervening petition in the above entitled action; and the Court having read and considered said motion, and counsel for said Ray M. Dunnett having presented for filing an intervening petition;

IT IS ORDERED AND DECREED that said Ray M. Dunnett be and he hereby is permitted to file herein his intervening petition as against the American-First Trust Company in Oklahoma City, and that said The American-First Trust Company in Oklahoma City, be and hereby is given thirty-(30) days from this date in which to plead to said intervening petition of Ray M. Dunnett.

F. E. KENNAMER  
J u d g e.

ENDORSED: Filed Aug 13 1932  
H. P. Warfield, Clerk  
U. S. District Court JMR

-----  
Court adjourned until August 16, 1932.

Court convened pursuant to adjournment, Tuesday, August 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 UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA.

F. J. BOOTH, et. al.,	Complainants, )	) No. 663 In Equity. ✓
vs.	)	
GREER INVESTMENT COMPANY, PETROLEUM ROLLTIES COMPANY, F. H. Greer, L. L.	)	
Greer, J. A. Ruffer, et. al.,	Defendants. )	

O R D E R

Now on this the 16th day of August, 1932, the verified application of Ester A. Grimm to return certificates of stock of the Petroleum Royalties Company, heretofore deposited with the Receiver, being presented to the Court, and the Court being fully informed in the premises finds; that said application should be granted and the stock so deposited should be by said Receiver delivered to W. H. Gaskins as in said application prayed.

IT IS THEREFORE, By the Court ordered, that, Paul E. Taliaferro, the Receiver herein be and he is hereby ordered and directed to forthwith deliver to W. H. Gaskins, the following described certificates of stock of the Petroleum Royalties Company, viz.;

No. PO 2226	60 shares,	No. P. 8382	100 shares,	No. P 8378	100 shares,
P 8375	100 "	P 8383	100 "	P 8379	100 "
P 8376	100 "	P 8384	100 "	P 8380	100 "
P 8377	100 "			P 8381	100 "

and that upon the delivery of said stock to the said W. H. Gaskins and the return of the receipt of deposit thereof, that the said Receiver be fully and finally discharged of and from any liability by reason of said deposit of such stock.

F. E. KENNAMER  
UNITED STATES DISTRICT JUDGE.

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

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

T. J. BOOTH, et. al.,	Complainants,	)	
		)	
vs.		)	No. 663 In Equity. ✓
GREER INVESTMENT COMPANY, PETROLEUM		)	
ROYALTIES COMPANY, F. H. Greer, L. L.		)	
Greer, J. A. Ruffer, et. al.,	Defendants.	)	

O R D E R

Now on this the 16th day of August, 1932, the verified application of Louise Baker to return certificates of stock of the Petroleum Royalties Company, heretofore deposited with the Receiver, being presented to the Court, and the Court being fully informed in the premises finds, that said application should be granted and the stock so deposited should be by said receiver delivered to W. H. Gaskins as in said application prayed.

IT IS THEREFORE, By the Court ordered that Paul E. Taliaferro, the Receiver herein be and he is hereby ordered and directed to forthwith deliver to W. H. Gaskins, the following described certificates of stock of the Petroleum Royalties Company, viz.;

No. PO 2295	61 shares,	No. P 8390	100 shares,	No. P 8395	100 shares.
P 8398	100 "	P 8389	100 "	P 8394	100 shares.
P 8397	100 "	P 8388	100 "	P 8392	100 "
P 8396	100 "	P 8393	100 "	P 8391	100 "

and that upon the delivery of said stock to the said W. H. Gaskins and the return of the receipt of deposit thereof, that the said receiver be fully and finally discharged of and from any liability by reason of said deposit of such stock.

F. E. KENNAMER  
UNITED STATES DISTRICT JUDGE.

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

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Court adjourned until August 18, 1932.

Court convened pursuant to adjournment, Thursday, August 18th, 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

Harriett Hosey, et al,	Plaintiffs	)	
		)	
vs.		)	No. 238 Equity ✓
		)	
James A. Chapman, et al	Defendants	)	

ORDER ENLARGING TIME

Now on this 18th day of August, 1931, the United States, Intervener herein, having made its application to the Court for an order extending time, in addition to the time heretofore granted, in which to prepare and serve the record in the above cause, and it being shown to the court that an appeal was heretofore been regularly allowed in said cause, and that additional time is necessary for the United States, Intervener herein, and the other appellants to prepare and serve the record in said appeal, the court finds that said enlargement of time should be allowed.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the United States, Intervener herein, and the other appellants be, and they are hereby allowed an enlargement of time in addition to all the time heretofore allowed, up to and including the 1st day of November, 1932, in which to complete their record, serve the same and file same in the Circuit Court of Appeals.

F. E. KENNAMER  
JUDGE

ENDORSED: Filed Aug 23 1932  
H. P. Warfield, Clerk  
U. S. District Court

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

United States of America,	Complainant,	)	
		)	
vs.		)	No. 488 Equity. ✓
		)	
Ralph Hughes, County Treasurer,		)	
et al.,	Respondents.	)	

ORDER NUNC PRO TUNC.

This cause came on to be heard on the 30th day of January, 1931, upon the report of the special master, including the evidence taken before him, exceptions thereto filed by complainant and respondents, and respondents' motions to strike complainant's exceptions to said report, the complainant appearing by John M. Goldesberry, United States Attorney, Harry Seaton, Assistant United States Attorney, Louis N. Stivers, Osage Tribal Attorney and T. J. Leahy, Special Counsel for members of the Osage Tribe of Indians involved in this suit, and the respondents appearing by C. K. Templeton, County Attorney of Osage County, Oklahoma, Frank T. McCoy, John R. Pearson and L. A. Justus Jr., and the court having heard the arguments for and on behalf of complainant and respondents, took said cause under advisement for determination at a future date. Thereafter, and on February 4, 1931, said cause comes on for further hearing, the parties being present by their respective counsel as aforesaid, at which time the court indicated his conclusions as to the general principles of law involved and directed counsel to prepare a decree in accordance therewith, same to be thereafter settled and signed by the court.

And thereafter, and on the 9th day of April, 1931, the same being one of the regular judicial days of the Special January 1931 Term of said Court at Pawhuska, Oklahoma, this cause came on for final determination, the complainant appearing by John M. Goldesberry, United States Attorney, Harry Seaton, Assistant United States Attorney, Louis N. Stivers, Special Counsel for members of the Osage Tribe of Indians involved in this action, and the respondents appearing by C. K. Templeton, County Attorney of Osage County, Oklahoma, Frank T. McCoy, John R. Pearson and L. A. Justus Jr., and the court being well and sufficiently advised in the premises, signed a Journal Entry which is on file in said action, and thereafter the respondents filed their motion to correct the Journal Entry of Judgment heretofore filed herein, and thereafter the complainant filed suggestions as to the amendment of the Journal Entry of Judgment heretofore filed herein and at the same time filed a response to the motion of the respondents, and thereafter the court signed an order transferring the hearing of said motions from Pawhuska, Oklahoma to Tulsa, Oklahoma; the aforesaid attorneys for the complainant and the respondents presented said motions to the court and said matter was fully presented, and thereafter, and on the 11th day of June, 1931, the court signed its "Substituted Journal Entry of Judgment" in said cause, and which said Substituted Journal Entry of Judgment was not approved by the attorneys for the respondents, and said Substituted Journal Entry of Judgment was not clear and definite in expressing the order of the court theretofore made on the 4th day of February, 1931; and there being some misunderstanding of the true meaning of the former order and decree of the court this order is entered for the purpose of making its decree definite, clear and understandable.

And now on this 18th day of August, 1932, said day being a regular day of the Special March 1932 Term of said Court, sitting at Tulsa, Oklahoma, and the court being fully advised in the premises, and upon its own motion, enters this its order nunc pro tunc correcting said last mentioned order of the 11th day of June, 1932, in the following particulars, to-wit:

1. That this Court has jurisdiction of this action, and that the United States is the proper party to bring and prosecute the same.
2. This being an equity action, the court considers only such evidence submitted as is competent, material and relevant, and therefore overrules all objections made by the

counsel for both the complainant and respondents.

3. The court further finds that by agreement the kind and character of property involved in this action is set out and described in the stipulation entered into by the parties hereto, as follows:

"It is hereby stipulated and agreed by and between the above named complainant and the above named respondents, by their respective undersigned attorneys, that the procedure to be followed in this action with reference to the taking of testimony and submission of evidence and the classes of property involved in this action, which classes shall include all property of every kind and character of every Osage Indian not having a certificate, excepting real estate taxable, and in case any property which it is claimed is taxable should be omitted from the classification herein agreed upon, that evidence concerning same shall be taken and submitted the same as if included in the classifications, and in the event no evidence is taken with reference to said property, it shall be deemed that it shall be included in one of the classifications agreed upon.

It is further agreed that this case shall proceed for hearing and the taking of evidence before the special master as to the following named Indians:

Joseph Kemohah, Osage Allottee No. 657  
Estate of John Blackbird, Osage Allottee No. 63  
Estate of Nah-me-tsa-he, Osage Allottee No. 729  
Rhoda Wheeler Ridge, Osage Allottee No. 730

and that the law as pronounced by the court in the final determination of this case as to the taxable property of above Indians and the final decree of the court therein shall become final decree as to the taxable property of all members of the Osage Tribe of Indians not having certificates of competency, either specifically mentioned in said Bill of Complaint or designated as those Indians of the same class, and who are in the same position as these, as being Indians for and on behalf of whom this action is brought.

It is further agreed that the matter to be litigated in this action is as to whether or not the properties of members of the Osage Tribe of Indians mentioned in the Bill of Complaint herein, and those similarly situated, included in the following classifications, are taxable under the laws of the State of Oklahoma, said classifications being as follows, to-wit:

- No. 1. Funds and property other than real property in the hands of such members of the Osage Tribe of Indians, or their guardians, or administrators, special and general, or the executors of their last will, on hand January 1st of each year preceding March 3, 1921.
- No. 2. The balance on hand January 1st of each year succeeding March 3, 1921, and up to and including January 1, 1925, of \$1,000.00, provided to be paid under the Act of March 3, 1921, to adult members of the Tribe, or to their guardians, or their administrators, special and general, of their estate, or their executors of their last will, and also moneys paid to such Indians out of their funds under said act for the support and maintenance of their minor children and widows allowance, if any, and all property other than real estate, which may have been purchased by such Indians out of the \$1,000.00 paid them quarterly or the money paid to them for the support of their minor children on hand, or in the hands of such Indians on January 1st of each of said years, or in the hands of their guardians, or administrators, special or general, of their estates, or the executors of their last will.
- No. 3. The money paid quarterly to members of the Osage Tribe of Indians under the Act of February 27, 1925, or to their guardians, administrators, special and general, of their estates, or executors of their last will, including widow's allowance and money paid for the maintenance of minor children, same as provided in Classification No. 2 above.

- No. 4 All moneys paid by the Secretary of the Interior after the passage of the Act of March 3, 1921, to guardians of such Indians in excess of \$1,000.00 quarterly, and \$500.00 for the support of the minor children of such Indians, and property or securities, in which such excess money was invested by said guardians during the time such funds, or property in which the funds were invested, were in the hands of such guardians, including (A) excess funds actually returned to the Secretary of the Interior; and (B) properties, moneys, securities and investments accounted for purchased with such excess funds and left under settlement with the Secretary of the Interior in the hands of the guardians, administrators, special and general of their estate, and executors of their last will.
- No. 5 Property purchased by funds in the hands of guardians for such Indians after February 27, 1925, and moneys in the hands of guardians, administrators, special and general, of their estates, and executors of their last will, after the passage of said Act of February 27, 1925.
- No. 6 Moneys borrowed by the guardians, administrators or executors as such on hand January 1st of each year, whether with or without the consent of the Secretary of the Interior.
- No. 7 Rentals from real estate, whether homestead, surplus, inherited or purchased real estate.
- No. 8 Interest received by such Indians, their guardians or administrators, special and general, of their estates, or executors of their last will, from the following sources, to-wit:
- (A) Interest on trust funds allotted to such Indians under the Act of Congress of June 28, 1906.
  - (B) Interest on notes secured by real estate mortgage where state mortgage tax not paid.
  - (C) Interest on United States Bonds.
  - (D) Interest on State, county or Municipal bonds, including school district bonds.
  - (E) Interest on funding bonds.
  - (F) Interest on deposits in banks, including certificates of deposit, where chose in action tax not paid and now rendered for assessment.
  - (G) Interest on other investments, if any.
- No. 9 Funds and property in the hands of guardians, administrators, special and general of their estates, and executors of their last will, prior to the distribution of the same.
- No. 10 Funds mentioned in Classification No. 9, after distribution to the heirs.
- No. 11 Moneys received from the sale of unrestricted property.
- No. 12 Moneys received from the sale of restricted property.
- No. 13 Inherited moneys and property in the hands of guardians prior to 1925 and not distributed through administrators or executors.
- No. 14 Balance of funds at the close of guardianships returned to the Osage Indian Agency

No property of any kind or character above mentioned shall be included for any year for which same was rendered for taxation, except money or property to the extent not rendered."

Which said stipulation is by the Court approved, and the Court further finds that all of the money and other property included in the four test cases agreed upon falls within said classifications, and that the taxability or non-taxability of the personal estate of deceased members of the Osage Tribe of Indians of the class here involved is determined by the status of the deceased, at the time of his or her death, and not by the status of his or her heirs or distributees, and as to each classification of property, the Court finds:

Classification No. 1. Guardians are Federal Agencies and to some extent under the control and supervision of the Secretary of the Interior. Funds in the hands of guardians of Indians of the classes involved in this action are non-taxable, and other personal property in the hands of said guardians, the title to which is in the United States in trust for the use and benefit of the individual Indian or which may not be sold without the consent of the Secretary of the Interior, is non-taxable. Other personal property in the hands of said guardians, the title to which is not in the United States in trust for the use and benefit of the individual Indian, and which may be sold without the approval and consent of the Secretary of the Interior is taxable. Funds and property in the hands of executors or administrators of the estates of the Indians of the classes involved in this action are taxable.

Classification No. 2. Guardians are Federal Agencies and to some extent under the control and supervision of the Secretary of the Interior. Funds in the hands of guardians of Indians of the classes involved in this action are non-taxable, and other personal property in the hands of said guardians, the title to which is in the United States in trust for the use and benefit of the individual Indian or which may not be sold without the consent of the Secretary of the Interior, is non-taxable. Other personal property in the hands of said guardians, the title to which is not in the United States in trust for the use and benefit of the individual Indian, and which may be sold without the approval and consent of the Secretary of the Interior is taxable. Funds and property in the hands of executors or administrators of the estates of the Indians of the classes involved in this action are taxable.

Classification No. 3. Guardians are Federal Agencies and to some extent under the control and supervision of the Secretary of the Interior. Funds in the hands of guardians of Indians of the classes involved in this action are non-taxable, and other personal property in the hands of said guardians, the title to which is in the United States in trust for the use and benefit of the individual Indian or which may not be sold without the consent of the Secretary of the Interior, is non-taxable. Other personal property in the hands of said guardians, the title to which is not in the United States in trust for the use and benefit of the individual Indian, and which may be sold without the approval and consent of the Secretary of the Interior is taxable. Funds and property in the hands of executors or administrators of the estates of the Indians of the classes involved in this action are taxable.

Classification No. 4. The ruling on all funds and property in this classification in so far as guardians of Indians of the class involved in this suit are concerned, is that all is non-taxable. As to the funds and property paid over to the executors and administrators of the Indians of the class involved in this suit, all such funds and property are taxable, except excess funds or other personal property in which such excess funds were invested by such guardian, and by such guardian turned over to the administrator or executor of such guardian's ward's estate, which is non-taxable.

Classification No. 5. If such property is purchased with the funds of the guardians of the Indians involved in this action, and that property may be sold by the said guardians without the approval and consent of the Secretary of the Interior it is taxable; if said property may not be sold without the approval and consent of the Secretary of the Interior it is non-taxable. The rule as to administrators and executors in this class is that all funds and property in their hands are taxable.

Classification No. 6. The ruling on funds in this classification is that all such funds on hand January 1st of each year, in the hands of administrators or executors is all taxable, however, if such funds are in the hands of guardians it is non-taxable.

Classification No. 7. The ruling on funds in this classification is that all such funds on hand January 1st of each year, in the hands of administrators or executors is all taxable, however, if such funds are in the hands of guardians it is non-taxable.

Classification No. 8. Interest received by such Indians and their guardians, administrators or executors set out in Classification No. 8 would be taxable or non-taxable as follows:

A. Interest on trust funds allotted to such Indians under the Act of Congress of June 28, 1906, non-taxable if in hands of guardians; if in the hands of administrators or executors, taxable.

B. Interest on notes secured by real estate mortgage, where state mortgage tax not paid, non-taxable if in hands of guardian; if in the hands of administrators or executors, taxable.

C. Interest on United States Bonds if in hands of a guardian, non-taxable; if in the hands of administrators or executors, taxable.

D. Interest on State, County or Municipal bonds and School District Bonds if in the hands of guardians, non-taxable; if in the hands of administrators or executors, taxable.

E. Interest on funding bonds if in the hands of guardians, non-taxable; if in the hands of administrators or executors, taxable.

F. Interest on bank deposits, including certificates of deposit, where chose in action tax not paid, if in the hands of guardians, non-taxable; if in the hands of administrators or executors, taxable.

G. Interest on other investments, if in the hands of guardians, non-taxable; if in the hands of administrators or executors, taxable.

Classification No. 9. If in the hands of guardians, non-taxable; if in the hands of executors or administrators, special and general, taxable.

Classification No. 10. If in the hands of guardians, non-taxable; if in the hands of executors or administrators, special and general, taxable.

Classification No. 11. If in the hands of guardians, property of this class would be non-taxable, but would be taxable if in the hands of executors or administrators.

Classification No. 12. If in the hands of guardians, property of this class would be non-taxable, but would be taxable if in the hands of executors or administrators.

Classification No. 13. Moneys of this classification would be non-taxable, but other personal property of this classification in the hands of guardians, the title to which is not in the United States in trust for the use and benefit of the individual Indian, and which may be sold without the approval and consent of the Secretary of the Interior, is taxable; but if said property cannot be sold or transferred without the approval and consent of the Secretary of the Interior it is non-taxable.

Classification No. 14. Property in this classification is non-taxable.

The court further finds that the heirs or distributees are liable for the payment of the taxes herein adjudged in the same proportion as they were adjudged to share in said deceased's estate.

4. The exceptions of the complainant to the report of the Special Master are allowed in so far as they are in harmony with the findings hereinbefore set forth, otherwise disallowed.

5. The exceptions of the respondents to the report of the Special Master are allowed in so far as they are in harmony with the findings hereinbefore set forth, otherwise disallowed.

6. The report of the Special Master in so far as it conforms to the findings herein set forth and is in harmony with the same is approved, otherwise disapproved.

7. The court finds that the temporary injunction herein granted should be made permanent as to all funds and property hereinbefore held to be non-taxable. As to all funds and property hereinbefore held taxable, the temporary injunction should be discharged.

8. The court further finds that the parties hereto have agreed that a fee of \$3,000.00 should be allowed the Special Master for his services in this action and that the same is reasonable and should be allowed.

9. The court further finds that under the equities of this case the costs, including the Special Master's fees, should be divided equally between the parties to this action, and that the part charged to complainant should be paid by the parties for whom this action was brought.

10. The court further finds that the motion of the respondents to strike the exceptions of the complainant to the report of the Special Master should be overruled.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this Order Nunc Pro Tunc shall be in lieu of all judgments and decrees and orders of court heretofore made in said cause with relation to the final disposition of said cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the exceptions of the complainant and respondents to the report of the Special Master that are not in harmony with the findings hereinbefore set forth, be, and the same hereby are disallowed, to which ruling of the court each of said parties may have an exception.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said respondents be, and they are hereby permanently enjoined from assessing for taxes or attempting to assess or place on the tax rolls of Osage County, Oklahoma, any of the money or property of members of the Osage Tribe of Indians held herein to be non-taxable, and that the temporary injunction hereinbefore granted by this Court as to money or property, which the Court herein finds to be taxable, is dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the motion of the respondents to strike the exceptions of the complainant to the report of the Special Master from the files be, and the same is hereby overruled.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs in said case, including the fee of \$3,000.00 to be paid to the Special Master, be divided equally between the complainant and the respondents and that the respondents be, and they are hereby requested to pay one-half of same, and that the parties for whom this action was brought be, and they are hereby requested to pay one-half of same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in all matters where the findings and orders of the court as above set out are against the complainant, the complainant is duly allowed exceptions in each and every instance, and in all matters where the findings



That the respondent, Federal Surety Company, a corporation, has its principal place of business in Davenport, Iowa; however said respondent company had complied with the laws of this state with reference to engaging in business within the State of Oklahoma, and had secured a permit so to do.

That O. C. Coppedge, was, on April 27, 1923, appointed guardian of said incompetent by the Judge of the Probate Court of Creek County, Oklahoma, and said O. C. Coppedge resigned as guardian of said incompetent on May 12, 1929, and filed his final report as such guardian on the date of his resignation.

That during the term of his office, and while acting as guardian of the person and estate of the said incompetent, the respondent, Federal Surety Company, entered into a guardian's bond with the said O. C. Coppedge, in the sum of \$90,000.00, as shown by Exhibit A, attached to said Bill of Complaint, and made a part thereof.

That on or about March 2, 1927, said guardian (O. C. Coppedge) made and entered into another bond with the respondent, Federal Surety Company in the sum of \$100,000.00, a copy of the same being attached to complainant's petition, marked Exhibit B, and made a part thereof.

That on March 11, 1927, the said guardian (O. C. Coppedge) as principal, entered into another bond with the respondent, Federal Surety Company, in the sum of \$50,000.00, a copy of the same being attached to complainant's Bill of Complaint, marked Exhibit D, and made a part thereof. That in due course of administration of said estate the County Court of Creek County, Oklahoma, entered its order directing the said O. C. Coppedge, guardian of Wilson Clinton, an incompetent, to pay to the respondent herein its charges as premiums for the making of said bonds and that in compliance with said orders of the County Court of Creek County, Oklahoma, the said guardian issued his check payable to the Federal Surety Company, a corporation, for all sums due said respondent for the making and execution of said bonds and that the said guardian was given credit for said expenditures and the same was made a legal charge against the estate of the said ward.

That said bonds were duly approved by the County Judge of Creek County, Oklahoma, and filed in said court and are binding obligations of the makers of the same.

That the money and property at issue herein was derived from rents and royalties party on the restricted land of said incompetent and partly on the restricted allotments inherited by said incompetent.

That the said O. C. Coppedge, as guardian of said incompetent, received during his term of guardianship the total sum of \$256,978.10. That all of said sum of money was expended by the said guardian as shown by his former reports and his final report filed in the County Court of Creek County on May 14, 1928.

The Court finds that said guardian failed to execute the duties of his trust according to law. That he has overcharged his said ward in the sum of \$147,406.47, which sum was illegally and improvidentially disposed of and paid out by said guardian in violation of his trust in the administration of said estate. That the said expenditures were knowingly and fraudulently charged to said estate by said guardian in a fraudulent attempt to cheat and defraud his said ward of said sum of money.

The Court further finds that said O. C. Coppedge, as guardian of said incompetent entered into a conspiracy with one L. W. McEwen, and other persons as shown by the record in said cause for the purpose of cheating and defrauding said incompetent out of large sums of money. That said conspirators, acting jointly for the purpose of defrauding said estate, expended large sums of money belonging to said estate held in trust by O. C. Coppedge, as guardian of the incompetent, by investing the same in land, houses and real property in Creek County, Oklahoma, and paying therefor excessive prices for said property which sums were greatly in excess of the real value of the same. That O. C. Coppedge well knew, at the time

of making said investments, that the property purchased for his ward was not in truth and fact worth fifty per cent of the price paid therefor.

The Court further finds that complainant has invoked the equity jurisdiction of this Court for the purpose of determining the equities between the complainant and the respondent, Federal Surety Company, effecting the lands and properties purchased by the said guardian for his ward and in whose name the title to said property was taken.

The Court finds that said respondent, Federal Surety Company, is not entitled to any equitable relief and that respondent has no claim, right, title or interest in and to or upon the lands and properties purchased by the said guardian, O. C. Coppedge, for his said ward Wilson Clinton, incompetent.

The Court further finds that the items of expenditures which total \$147,406.47, and for which the said guardian claims credit in his intermediate, annual and final reports, and for alleges purchases of, and loans upon real estate, all of which are of little or no value to the said estate, and should not be charged to the estate; that said investments in, and loans upon said real estate were fraudulently made by the former guardian, O. C. Coppedge, and his associates and confederates for the purpose of cheating and defrauding the estate of Wilson Clinton, incompetent.

That part of the said sum of \$147,406.47, for which the said guardian claims credit in said report, is for attorney fees, guardian fees and other administration expenses for which no services of any value were rendered or performed on behalf of said estate by said guardian or his attorneys employed therein, and that said estate should not be charged with said expenditures and that said payment of attorneys fees and guardian fees and other administration expenses were fraudulently made by the former guardian, O. C. Coppedge, to his associates and confederates for the purpose of cheating and defrauding the estate of Wilson Clinton, the said incompetent.

The Court further finds that said guardian has failed in the execution of his trust in the administration of the estate of said incompetent, and by reason thereof, said guardian has breached and violated the terms of said contracts and bonds entered into between the respondent, O. C. Coppedge and the respondent, Federal Surety Company, a corporation, for the protection and preservation of said estate belonging to said incompetent, and that by reason thereof, the said respondent, Federal Surety Company is indebted to said incompetent, Wilson Clinton, in the sum of \$147,406.47, with interest thereon at the rate of six per cent (6%) per annum from February 14, 1931, until the same is paid.

It is therefore ordered, adjudged and decreed by the Court that said complainant, Wilson Clinton, an incompetent, have and recover from the respondent, Federal Surety Company, judgment in the sum of \$147,406.47, with interest thereon at the rate of six per cent (6%) per annum from February 14, 1931, until paid, and for all costs of this action.

It is further ordered, adjudged and decreed by the court that the title to all properties, including lands and choses in action, purchased by said guardian for his said ward, Wilson Clinton, an incompetent, be quieted in the said Wilson Clinton, an incompetent, against all claims of the said Federal Surety Company, or anyone claiming by or through, or under, said Federal Surety Company, respondent herein.

F. E. KESLER

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

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

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Court adjourned until August 22, 1932.

Court convened pursuant to adjournment, Monday, August 22nd, 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

American Central Insurance Company, a corporation,	Plaintiff,	)	
		)	
vs		)	No. 680 Equity ✓
		)	
D. L. Purdy, doing business as D. L. Purdy Insurance Agency,	Defendant.	)	

ORDER APPROVING RECEIVER'S REPORT AND TO SELL  
PERSONAL PROPERTY

Now on this 22 day of October, 1931, the above entitled and numbered cause comes on for hearing upon the report of the receiver herein and his application to sell the personal property belonging to the insurance agency of the defendant, D. L. Purdy at Bristow, Oklahoma, and the court being fully advised in the premises,

IT IS ORDERED AND ADJUDGED that the report of said receiver be and the same is hereby approved.

AND IT IS FURTHER ORDERED AND ADJUDGED that the accounts receivable, policy expirations, and any and all other or 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 2 day of Sept., 1932, and that said sale 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 ordered 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 weeks 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

ENFORCED: Filed Aug 22 1932  
H. P. Warfield, Clerk  
U. S. District Court

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SOVERIGN CAMP OF WOODMEN OF THE  
 WORLD, )  
 Plaintiff, )  
 ) No. 695 - Equity. ✓  
 -vs- )  
 )  
 RUTH J. HAWKINS, ET AL., )  
 Defendants. )

Now on this 22nd day of August, A. D. 1932, it is ordered by the Court that the Clerk make disbursement of the funds in the above styled case as per journal entry, of Judgment, of May 17th, 1932, due to the time for filing of appeal having expired.

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

MINNIE WAYS SPRATT, )  
 Plaintiff, )  
 ) No. 781 - Equity. ✓  
 v. )  
 )  
 EQUITABLE LIFE ASSURANCE SOCIETY OF )  
 THE UNITED STATES, a corporation, )  
 Defendant. )

O R D E R

It appearing to the court that since the order of this court was entered discharging the Equitable Life Assurance Society of the United States from further liability in this case, said defendant has caused this case to be transferred from the law to the equity docket and has supplemented its answer in the nature of a Bill of Interpleader, by interpleading Myrtle M. Applebaugh and Mrs. Lela McLain, and that in order to have said cause transferred to the equity docket, said defendant Equitable Life Assurance Society of the United States was required to pay an additional cost deposit of \$4.00, and in order to secure the filing of the answer of the interpleaders, Myrtle M. Applebaugh and Mrs. Lela McLain, said defendant was required to advance \$5.00 as costs, and that said sums so advanced should be paid from the funds deposited in the court by said defendant.

IT IS WHEREFORE considered and adjudged by the court that said advances by said defendant be paid from the funds deposited in the registry of this court by said defendant, and that the Clerk of this court is hereby ordered to issue his check to Randolph, Haver, Shirk & Bridges, attorneys for said defendant Equitable Life Assurance Society of the United States in the sum of \$9.00 to cover said advanced costs.

O.K. JOHN LADLER, Atty for Myrtle M. Applebaugh & Lela McLain  
 JNO. L. WARD, Atty for Plt.  
 O.K. J. S. ROUSSEON, Attorney for Admx, Myrtle M. Applebaugh

F. E. KEMMAMER  
 District Judge

RECORDED: Filed Aug 22 1932  
 W. P. Warfield, Clerk  
 U. S. District Court

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 Court adjourned until August 23, 1932.

Court convened pursuant to adjournment, Tuesday, August 23rd, 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 APPOINTING RECEIVER

Now on this 23rd day of August, 1932, this cause came on for hearing upon the bill of complaint and upon the application and motion of plaintiffs for the appointment of a Receiver, and it appearing to the Court that due and proper notice of said hearing has been given to the defendant, and said bill of complaint and application having been duly considered, and the Court having heard the argument of counsel and being now fully advised in the premises, the Court finds that it has jurisdiction, that this is a suit to foreclose a real estate and chattel mortgage designated "Trust Deed and Chattel Mortgage", that the conditions of said Trust Deed and Chattel Mortgage have not been performed, that the defendants are in default in respect to such performance, that the mortgaged property is insufficient to discharge the mortgage debt, that under the terms of said Trust Deed and Chattel Mortgage plaintiffs have a lien upon the rents, issues and profits of the mortgaged property for the payment of the mortgage debt, and that plaintiffs at their election are entitled to possession of the mortgaged property, together with all records, documents, books, papers and accounts relating thereto, and that the said Trust Deed and Chattel Mortgage provides that upon or at any time after the institution of foreclosure suit in case of default and on application of and nomination by plaintiffs as a matter of right and upon due notice of such application having been given to the Mortgagor sent by United States Mail, addressed to the Mortgagor at the mortgaged premises or at such other address as the Mortgagor may have furnished, appoint a Receiver of the mortgaged property and the rents, issues and profits thereof, and that the said Trust Deed and Chattel Mortgage further provides that the Mortgagor thereby irrevocably consents to such appointment and waives notice of any application therefor, and the Court further finds that the property referred to in the bill of complaint herein and covered by the Trust Deed and Chattel Mortgage and indentures supplemental thereto and confirmatory thereof and therein mentioned sought to be foreclosed is inadequate security for the payment of the bonds secured by said Trust Deed and Chattel Mortgage and indentures supplemental thereto, and confirmatory thereof, and is inadequate security for the protection of the holders of the bonds issued under said Trust Deed and Chattel Mortgage and indentures supplemental thereto and confirmatory thereof and now outstanding, and that it is necessary and essential to the protection of the plaintiffs and the holders of the bonds outstanding under said Trust Deed and Chattel Mortgage and indentures supplemental thereto and confirmatory thereof that a Receiver be appointed to take charge and possession of all the said property covered by the said Trust Deed and Chattel Mortgage and indentures supplemental thereto and confirmatory thereof, including the rents, issues and profits thereof, and the records, accounts, books, papers and documents relating thereto and to manage, control, operate, conserve and maintain said property and collect the income, rents and revenues therefrom;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

First. That the prayer of the bill of complaint and application for the appointment of a receiver be and the same is hereby granted, and that Arthur S. Devlin of Tulsa, Oklahoma, be and he hereby is appointed receiver of all and singular the properties covered by

said Trust Deed and Chattel Mortgage and indentures supplemental thereto and confirmatory thereof, more particularly described as follows:

"The Southerly Seventy-five (75) feet of Lot Five (5), Block 163, now in the City of Tulsa, Tulsa County, Oklahoma, as said lot is marked and designated upon the recorded plat thereof, more particularly described as follows, to-wit: Beginning at the Southwesterly corner of said Block 163, thence running in a northeasterly direction along the southerly line of said block to the southeasterly corner of said Lot 5; thence running in a northwesterly direction along the Easterly line of said Lot, a distance of seventy-five (75) feet; thence running in a Southwesterly direction parallel with and seventy-five (75) feet distant from the Southerly line of said Lot One Hundred Forty (140) feet to a point on the Westerly line of said Lot; thence in a Southeasterly direction along the Westerly line of said Lot to the place of beginning;

Together with any and all buildings, improvements and appurtenances now standing, or at any time hereafter constructed or placed upon said land, or any part thereof, including all boilers, dynamos, motors, screens, curtain fixtures, window shades, awnings, wall beds, door beds, ice boxes, ranges, furnaces, kitchen equipment, vacuum cleaners, refrigerating, heating, plumbing, ventilating, gas and electric light fixtures, elevators and fittings, and machinery, appliances, plants, apparatus, equipment and fittings and fixtures of every kind, in, or that shall be placed in, any building or buildings on said premises; and together with all and singular the personal property of every kind, nature and sort whatsoever, situated in said building or buildings on said above described premises, or used in connection with the conduct or operation of said building as an hotel building, or otherwise, including therein, among other items of personal property, any and all furniture, furnishings, equipment, bedding, linens, towels, dishes, cooking and kitchen utensils and equipment, glassware, silverware, plated ware, carpets, rugs, office furniture, works of art, pianos, pictures, paintings, statues, lamps, radio apparatus, equipment and instruments, belting, motors, tools (including among others, hand tools), air compressing machines, show cases, lathes, tanks electrical appliances, service and other trucks, carts and wagons,

and the income, rents and revenues therefrom.

Second. That the Receiver shall, before entering upon his duties hereunder, give and file with the Court a bond in the penal sum of Ten Thousand Dollars (\$10,000.00) with surety or sureties approved by this Court of the Clerk thereof, and conditioned that he will faithfully perform his duties as Receiver herein, and well and truly account for any and all moneys or property coming into his hands as such Receiver, and abide and perform all things, which he is herein or may hereafter be directed to perform in this cause.

Third. That upon the filing and approval of said bond, the said Receiver be and he is hereby authorized, empowered and directed to take immediate possession of all and singular the aforesaid properties, and until the further order of this Court to continue the operation of same, and to manage, control, operate, conserve and maintain said property and collect the income, rents and revenues therefrom. All of which is to be done until the further order of the Court, as heretofore done, run and operated by the said defendant, Alvin Hotel, Inc., a corporation, but

The Court expressly reserves to itself the right to pass upon, approve, disapprove, disavow and cancel any and all leases, arrangements and contracts of every nature, kind and description under or by virtue of which the said defendant has been or is now operating any of said properties; and nothing herein contained shall be construed or taken as in any way adopting, approving, satisfying or adopting any such lease, arrangement or contract.

Said Receiver shall be allowed six months from the date of this order (unless the time be extended by the further order of this Court) within which to elect to adopt or continue in force or refuse to adopt or continue in force, any lease, arrangement or contract not fully performed, which may be included in the property of which he is appointed Receiver, whether made by the said defendant, Alvin Hotel, Inc., a corporation, or by any predecessor of said defendant. Such election may be made from time to time, and shall be made by instrument in writing subscribed by said Receiver and filed in the office of the Clerk of this Court, and no conduct or user of rights by said Receiver or payments or collections made by said Receiver, or any other acts or omissions of said Receiver within said period of six months unaccompanied by the filing of said written instruments, shall be deemed to conclude said Receiver in respect to such election or be deemed to constitute an election to adopt or continue in force any such contract, lease or agreement.

The receiver shall exercise all such powers as are usually exercised by Receivers and all such as are necessary or convenient to the proper conduct by him of the business heretofore conducted on said premises, and he shall discharge all such duties as are within the line, scope or purpose of his appointment, with full power to rent said premises for any terms approved by the Court and to dispossess tenants and to apply the moneys collected to the payment of reasonable compensation for his and his attorneys' and counsel's services as fixed by the Court, to the payment of the expenses and charges of operating and maintaining said premises, including Agents' commissions, taxes, assessments, water rates upon said premises, and insurance premiums for a customary period or term of insurance, repairs and supplies and to operate and carry on the business heretofore conducted on said premises as completely and unrestrictedly as would the mortgagor and/or his successor in interest prior to these proceedings and to incur obligations and to issue Receiver's Certificate for such purpose, in such amounts, at such times, for such maturities, and at such rate of interest as the court shall authorize.

Fourth. That the said defendant, Alvin Hotel, Inc., a corporation, and each and every of its officers, directors, agents and employees, and all other persons, associations and corporations are now and hereby ordered, commanded and directed to turn over and deliver to such receiver, or his duly constituted representative, any and all of the aforesaid properties, together with all records, documents, books, papers and accounts relating thereto and properties of every kind and nature connected with same or the operation of same or pertaining to, or arising out of, or being a part of the income from same now or which may hereafter come into its or their hands, control or possession; and

That the said defendant, Alvin Hotel, Inc., a corporation, and each and every of its officers, directors, agents and employees and all other persons, associations and corporations are now and hereby ordered, commanded and directed to obey and to conform to such orders as may be given to them from time to time by such receiver (or his duly constituted representative) in continuing the operation of said business and discharging the labors and duties of such receiver; and

That said defendant, Alvin Hotel, Inc., a corporation, and each and every of its officers, directors, agents and employees and all other persons, associations and corporations be and they are now and hereby restrained and enjoined during the pendency of this cause and the administration of the said Receiver from transferring, selling, disposing of, or interfering with any of the said properties and from taking possession of or in any way interfering with the same or any part thereof, and from disturbing, preventing or in any way interfering with the receiver in his possession, control, operation or management of said property or any part thereof, over which the said Receiver is hereby appointed as such, and from disturbing, preventing, or in any way interfering with the receiver in the discharge of his duties hereunder.

Fifth. The receiver in operating, conducting and managing the said properties is, until further order of this court, hereby authorized and empowered;

(a) To manage and operate the said properties in such manner as will in his judgment produce the most satisfactory results;

(b) To collect and receive all income from said properties and debts, accounts, choses in action and revenue, arising out of, pertaining to or connected with the said properties, the operation of same or the income therefrom.

(c) To employ and discharge and fix the compensation of such employees as are in the judgment of the Receiver deemed necessary to aid in the discharge of his duties herein authorized.

(d) To institute and prosecute such suits as may be necessary in the judgment of the Receiver to protect the property and trust hereby vested in him and to likewise defend all such suits and actions as may be instituted against him as Receiver and also to assume and undertake the prosecution or defense of any and all suits affecting the said properties or any of them, or the income therefrom, or as he may deem necessary in the proper management, operation and protection of the said properties, but all attorneys' fees therein incurred are to be subject to the approval of this Court.

(e) The Exchange National Bank of Tulsa, Oklahoma is hereby designated as depository.

(f) To keep the said properties hereby placed in his possession and control insured in the same manner and to the same extent as it was insured by the defendant corporation, or as in the judgment of the receiver may seem fit and proper.

(g) To preserve the said properties in good order and condition, make all needed repairs and replacements thereon;

Sixth. That until further ordered by this Court, the Receiver shall, out of and from the income, rents and revenues coming into his hands, pay and discharge all of the expenses of the receivership and of the operation and maintenance of the said property, where authorized by the Court, including all taxes and charges in the nature thereof, lawfully imposed upon the said properties.

Seventh. That the Receiver acquaint himself at once with the extent and condition of the said properties, and within thirty days from the date hereof make and file with this Court a full and comprehensive inventory in triplicate showing the property in his hands.

Eighth. That Samuel A. Boorstin and A. B. Honnold, having been selected by the Receiver, be and they hereby are appointed attorneys and counselors for the Receiver at such salary and compensation as may be hereafter allowed them by the court.

Ninth. That the Receiver on or before the 23 day of Sept., 1932, and quarterly thereafter until the further order of this Court file itemized reports showing his receipts and disbursements.

Tenth. Full right and power are hereby expressly reserved by the Court to make such other and further orders herein as may hereafter from time to time be deemed necessary or proper.

Dated at Tulsa, Oklahoma, August 23, 1932.

F. E. KEMMELER  
JUDGE

EMORSED: Filed Aug 23 1932  
H. P. Warfield, Clerk  
U. S. District Court

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Court adjourned until August 24, 1932.

Court convened pursuant to adjournment, Wednesday, August 24th, 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 UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT  
OF OKLAHOMA.

JANE HASKELL RICHARDSON,	Plaintiff,	)	
		)	
vs.		)	No. 621 Equity ✓
		)	
THE SAPULPA FUEL COMPANY, et al,	Defendants.	)	

ORDER DETERMINING AND ALLOWING FEES

On this 29th day of February, 1932, there came on to be heard, pursuant to notice given, the matter of the allowance of fees to the receiver herein, the attorney for the receiver, the trustee and the attorneys for the trustee, and there being present at Vinita, Oklahoma, Eben L. Taylor, the receiver appointed herein, and also the Special Master; the trustee, the Union National Bank of Wichita, Kansas, by W. B. Harrison, its president; Leon S. Mirsh, attorney for the receiver, and Messrs. Ayres, Cowan, McCorkle and Fair, by A. M. Cowan and C. A. McCorkle and F. A. Bodovitz, attorneys for the trustee. There also appeared the bondholders' Committee. The matter came on for hearing and the claimants duly submitted in open court testimony concerning services performed by them and the values thereof, and duly submitted said matter for the consideration of the court.

And, now on this 24th day of August, 1932, at Tulsa, Oklahoma, the matter of the determination and allowance of fees came on for decision, pursuant to the submission thereof, and the court finds that Leon S. Mirsh has heretofore been allowed the sum of One Thousand Dollars (\$1000.00) for services rendered by him as attorney for the receiver, and that subsequent to the institution of this action, the receiver appointed herein, Claude Williford, resigned, and Eben L. Taylor was thereafter appointed receiver; that said Eben L. Taylor had heretofore been appointed attorney for said receiver, Williford, and that said Eben L. Taylor did not require the services of said Leon S. Mirsh, but rendered and performed the necessary legal services for the said receivership; that the said Leon S. Mirsh appeared on behalf of said receivership companies before the taxing authorities of the State of Oklahoma, as well as appeared at hearings on said receivership, and that the sum of Seven hundred fifty Dollars (\$750.00), in addition to the One thousand Dollars (\$1000.00) heretofore paid, is reasonable compensation for all of the services performed and rendered by said Leon S. Mirsh; to which findings Leon S. Mirsh excepts and exceptions are allowed.

The court further finds that Eben L. Taylor has duly performed the services as receiver of said, The Sapulpa Fuel Company, and Sapulpa Gas Company, and has likewise performed services as Special Master herein, pursuant to the order of appointment entered herein, and that the total sum of Four Thousand Two Hundred Fifty Dollars (\$4250.00) is reasonable compensation for the services of said Eben L. Taylor as receiver and as Special Master, said sum to be in addition to all interim allowances heretofore made to said Eben L. Taylor.

The court further finds that the Union National Bank of Wichita, Kansas, the trustee designated in the mortgage herein foreclosed, has rendered all necessary and proper services in the foreclosure of said mortgage, and that the sum of One Thousand Two Hundred fifty Dollars (\$1250.00) is reasonable compensation for the services of said trustee.

The court further finds that Messrs. Ayres, Cowan, McCorkle and Fair, of Wichita, Kansas, and F. A. Bodovitz of Tulsa, Oklahoma, have served as attorneys for the trustee and have instituted and carried on the necessary proceedings for the foreclosure of said mortgage

and have done all things necessary for the defense and representation of the holders of all bonds issued by the defendant, The Sapulpa Fuel Company, and have otherwise performed all necessary services in representing said trustee, and that said attorneys have not been paid any sum whatever for their said services, and that the services of the attorneys for the said trustee is reasonably worth the sum of Eight Thousand Seven Hundred Fifty Dollars (\$8750.00).

The court further finds that the properties and assets of the Sapulpa Fuel Company and Sapulpa Gas Company are not worth the amount of the mortgage indebtedness and that the fees herein fixed are to be paid by the Bondholders' Committee as a part of the purchase price of said assets and that said fees and allowances fixed herein are based upon the true value of the assets and the condition of said estate.

IT IS, THEREFORE, BY THE COURT ORDERED, that Leon S. Hirsh be and he is hereby allowed, as a final fee for his services as attorney for the receiver herein, the sum of Seven Hundred Fifty Dollars (\$750.00), said sum to be paid in addition to fees heretofore allowed, to which ruling of the court Leon S. Hirsh excepts and exceptions are in his behalf allowed.

IT IS FURTHER ORDERED, that Eben L. Taylor be and he is hereby allowed the sum of Four Thousand Two Hundred Fifty Dollars (\$4250.00) as a final fee for his services as receiver and as compensation in full for his services as Special Master herein, said sum to be allowed and paid in addition to the sums heretofore paid the said Eben L. Taylor as interim allowances.

IT IS FURTHER ORDERED, that the Union National Bank of Wichita, Kansas, be and it is hereby allowed the sum of One Thousand Two Hundred Fifty Dollars (\$1250.00) as compensation in full for services rendered by it as trustee.

IT IS FURTHER ORDERED, that Messrs. Ayres, Cowan, McCorkle & Fair, and F. A. Bodovitz, be and they are hereby allowed the sum of Eight thousand Seven hundred fifty Dollars (\$8750.00) as compensation in full for their services rendered as attorneys for the trustee.

IT IS FURTHER ORDERED, that no allowances be made for expenses other than court costs, witnesses and Marshal fees.

F. E. KENWAMER  
United States District Judge.

O.K. Bondholders Committee & Trustee by  
D. W. CATON HARRY O. GLASSER  
EBEN L. TAYLOR  
F. A. BODOVITZ

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

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