Bankers Trust Company (Successor Trustee to The Mercantile Trust Company) and Walter F. Smith (Successor Trustee) Trustees under the Refunding Mortgage of The Kansas City, Fort Scott and Memphis Railway Company dated August 22, 1901, make no objection to the entry of the above order, but submit the matter for such determination as the Court may deem proper.

BANKERS TRUST COMPANY AND WALTER F. SMITH, TRUSTEES,
By BRYAN WILLIAMS CAVE & McPHEETERS
Their Solicitors.

INDORSED: Filed Dec 30 1932
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until January 3, 1933.

EQUITY SESSION TULSA, OKLAHOMA TUESDAY, JANUARY 3, 1933

Court convened pursuant to adjournment, Tuesday, January 3rd, 1933.

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

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

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

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

O R D E R

Now on this 3rd day of January, 1933, upon filing and reading the petition of C. H. Wright, Receiver herein, for the approval by the Court of payments to the Corporation Trust Company and the Chase National Bank of New York in connection with the transfer and registration of certificates of stock of the Sunray Oil Corporation, coming on for hearing and it appearing to the Court upon the statements made and the evidence produced that it is proper that the clerical expense of the transfer and registration of shares of stock of the Sunray Oil Corporation, which with its subsidiary, Sunray Oil Company, is being operated and continued as a going business by the Receiver herein under the orders of the Court, should be paid; and it further appearing to the Court that the charges for such clerical work are reasonable and such as are customarily paid by like companies and that it is for the benefit of the general Receivership Estate and those interested therein that such registration and transfer facilities be provided under the circumstances; it is,

ORDERED, ADJUDGED AND DECREED by the Court that the payments heretofore made by C. H. Wright, Receiver, for the work of transfer and registration of the certificates of stock of the Sunray Oil Corporation to the Corporation Trust Company and the Chase National Bank of New York, be and the same are hereby approved; and,

IT IS FURTHER ORDERED by the Court that the Receiver pay the balance of such transfer charges to the Corporation Trust Company in the sum of $1,068.25.

IT IS FURTHER ORDERED by the Court that from time to time hereafter, the Receiver herein be and he is hereby authorized and instructed to pay the reasonable cost of the transfer and registration fees of the for the stock of either of the defendant companies and make such arrangements with reference thereto as shall be deemed by the Receiver to be for the best interest of the Receivership Estate and those interested therein.

Dated at Tulsa, Oklahoma this 3rd day of January, 1933.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Jan 3 1933
H. P. Warfield, Clerk
U. S. District Court

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

North American Car Corporation, a corporation,	Plaintiff,	)
vs.		) No. 802 Equity
White Oak Corporation, a corporation,	Defendant.	)

O R D E R

Upon application by the receiver and for good cause shown, the receiver is permitted this day to file Receiver's Report No. One, together with "Receiver's Exhibit No. 1" and "Receiver's Exhibit No. 2."

Dated at Tulsa, Oklahoma, this 3rd day of January, 1933.

F. E. KENNAMER
U. S. District Judge.

ENDORSED: Filed Jan 3 1933
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned until January 4, 1933.

Court convened pursuant to adjournment, Wednesday, January 4, 1933.

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

Lewis Heisler Ball and Chester H. Loveland, Receivers appointed by the United States District Court for the District of Delaware for Western Continental Utilities, Inc., a corporation of the State of Delaware, Plaintiffs,

vs.

Southwestern States Telephone Company, a corporation created by and existing under the laws of the State of Delaware, Defendant.

No. 803 - Equity

O R D E R

Now on this 4th day of January, 1933, on application of M. D. Green, attorney, for allowance and payment of fee for services rendered plaintiff Receivers herein on November 15th 1932 and November 29th, 1932, as stated in said application, the Court having considered the same and finding that the fee requested is reasonable and just and should be paid,

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that applicant be allowed a fee of $100.00 for said services and the Receivers are hereby authorized and directed to pay same out of funds in their hands as Receivers.

F. E. KENNAMER
Judge.

ENDORSED: Filed Jan 4 1933
H. P. Warfield, Clerk
U. S. District Court DC

Court adjourned until January 5, 1933.

Court convened pursuant to adjournment, Thursday, January 5, 1933.

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

ERLE K. EBY, Complainant,

vs.

THE MONARCH ROYALTY CORPORATION, et al, ,Defendants

NO. 581 EQUITY

O R D E R

Now on this 5th day of January, 1933, this cause coming on for hearing upon the application of the Hendrick Ranch Royalties and the Y Oil and Gas Company, and the court being fully informed in the premises finds that it is necessary for the Hendrick Ranch Royalties and the Y Oil and Gas Company to drill a well on the Kinsel lease in East Texas and described in the application heretofore filed on the 20th day of December 1932, and to pay for the same out of the first oil produced from the said well, and that it is necessary for Villard Martin, as Receiver of the Monarch Royalty Corporation to subordinate the rights of the Receiver and the Monarch Royalty Corporation to the persons furnishing the labor and material for the drilling of said wells. That if the same is not done, the Hendrick Ranch Royalties and Y Oil and Gas Company will forfeit their lease and the Monarch Royalty Corporation will lose its security.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED That said Villard Martin, as Receiver of the Monarch Royalty Corporation, subordinate the rights of the Monarch Royalty Corporation to the rights of the persons furnishing the labor and material for the drilling of said well under the subordination agreement entered into by and between the Monarch Royalty Corporation as Receiver thereof and the Magnolia Petroleum Company, be and the same is hereby approved.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Jan 5 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

T. J. Booth, Et al, Complainants,

vs.

Greer Investment Company, a Corporation, Et al, Defendants.

No. 663 Equity

O R D E R

This matter coming on to be heard upon the application of Paul E. Taliaferro, Receiver Pendente Lite of Petroleum Royalties Company, a Trust Estate, for authority to execute an oil and gas mining lease, and the court having considered said application and being fully advised in the premises is of the opinion that said application should be granted.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Paul E. Taliaferro, receiver of Petroleum Royalties Company, be and the same hereby is authorized and empowered to execute an oil and gas mining lease covering the interest of Petroleum Royalties Company being an undivided six (6) acre royalty interest in and to

The East Half ($E\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$), Section 30, Township 9 North, Range 6 East, Seminole County, Oklahoma,

to A. E. Liley and C. F. Yost, as lessees, conditioned upon commencement of a well on the aforesaid premises by the 15th day of April, 1933, and the prosecution of the drilling of the same with due diligence to the so-called Wilcox sand unless oil or gas is found in paying quantities at a lesser depth. A copy of said lease submitted with said application is hereby approved as to form.

Dated at Tulsa, Oklahoma, this 5th day of January, 1933.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE.

ENDORSED: Filed Jan 5 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

T. J. BOOTH ET AL., Complainants,

vs.

Greer Investment Company, a corporation, et al, Defendants.

No. 663 Equity

O R D E R

This cause coming on to be heard upon application of Paul E. Taliaferro, receiver Pendente Lite of Petroleum Royalties Company, a Trust Estate, for an order of this Court authorizing the payment to J. J. O'Brien in the amount of $2289.41 in accordance with the application filed herein, and the court having considered said application and the evidence submitted in support thereof is of the opinion that said application should be granted;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Paul E. Taliaferro, Receiver Pendente Lite of Petroleum Royalties Company, a Trust Estate, be, and the same hereby is authorized and empowered to pay unto J. J. O'Brien for services rendered in connection with the cancellation of taxes the sum of $2289.41 in accordance with the application of file herein.

Dated at Tulsa, Oklahoma, this the 5th day of January, A. D. 1933.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Jan 5 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

Marian S. Kerr, Administratrix with will annexed of the Estate of A. T. S. Kerr, deceased, Plaintiff,

vs.

Alexander H. Kerr & Company, Inc., Kerr Glass Manufacturing Corporation, Ruth Kerr, J. A. Bernier and C. H. Hubbard, Defendants.

No. 794 Equity and 818 Equity

ORDER VACATING ORDER TO TAKE DEPOSITIONS AND TO SUPPRESS NOTICE.

This cause coming on to be heard on this the 4th day of January, 1933, upon the motion of the defendants to vacate the order heretofore entered in the above entitled cause on December 30, 1932, authorizing the taking of depositions on January 6, 1933, and to suppress the notice issued and served pursuant thereto, the plaintiff appeared by her attorneys, Charles L. Yancey and E. M. Calkins, and the defendant appeared by Edgar A. de Meules;

And the Court having heard the argument of counsel and being fully advised in the premises finds that the said order should be vacated and the notice issued and served pursuant thereto should be suppressed.

IT IS THEREFORE ORDERED, that the order heretofore entered in the above entitled cause on December 30, 1932, giving plaintiff leave to take the depositions of Ruth Kerr, Basil Jones and G. A. Murray before Howard Prowse as commissioner, and appointed said Howard Prowse as commissioner to take said depositions, be and the same is hereby vacated and set aside.

IT IS FURTHER ORDERED, that the notice served upon the defendants that the depositions of said witnesses shall be heard on January 6, 1933, before the said Howard Prowse as commissioner aforesaid, be, and the same is hereby suppressed.

F. E. KENNAMER,
DISTRICT JUDGE.

ENDORSED: Filed Jan 5 1933
H. P. Warfield, Clerk
U. S. District Court

CLYDE LeROY RAMSEY, Plaintiff,)
vs.) No. 827 - Equity.
THE STATE LIFE INS. CO. OF INDIANAPOLIS,)
and ROLLIN E. GISH, Defendants.)

Now on this 5th day of January, A. D. 1933, it is ordered by the Court, that motion of Defendants to make more definite and certain be, and is hereby, overruled. Petition amended by interlineation. Demurrer considered filed and overruled by the Court. Defendants given twenty (20) days to answer. (Clerk's note, Form of journal entry presented by plaintiff, covering this matter filed in Law Case No. 1691, under date of January 5, 1933.)

UNITED STATES OF AMERICA, Plaintiff,)
)
-vs-) No. 778 - Equity.
)
E. C. MULLENDORE, JR., ET AL., Defendants.)

Now on this 5th day of January, A. D. 1933, it is ordered by the Court, that motion of Plaintiff to strike portions of defendants' answer and cross petition be, and the same is hereby, overruled. Plaintiff given fifteen (15) days to file reply.

Court adjourned until January 6, 1933.

Court convened pursuant to adjournment, Friday, January 6, 1933.

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

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

THE SECURITY BENEFIT ASSN.,	Plaintiff,	
-vs-		No. 445 - Equity.
TOWN OF GLICK,	Defendant.	

Now on this 6th day of January, A. D. 1933, it is ordered by the Court, that Receiver be and he is hereby ordered, to make final report and application for discharge within fifteen days, in the above case.

MISSISSIPPI VALLEY TRUST CO.,	Plaintiff,	
-vs-		No. 478 - Equity.
OKLAHOMA UNION RY CO. CORP.,	Defendant.	

Now on this 6th day of January, A. D. 1933, it is ordered by the Court, that application of Board of County Commissioners of Tulsa County for order requiring Receivers to comply with order of Corporation Commission be, and it is hereby, withdrawn.

CONSOLIDATED OIL CORPORATION,	Plaintiff,	
-vs-		No. 743 - Equity.
PRODUCERS & REFINERS CORP.,	Defendant.	

Now on this 6th day of January, A. D. 1933, it is ordered by the Court that, application of State of Oklahoma to institute tax ferret proceedings be, and it is hereby granted

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

CONSOLIDATED OIL CORPORATION,	Complainant,	
vs.		in Equity No. 743.
PRODUCERS AND REFINERS CORPORATION,	Defendant.	

ORDER NO. 18
(Authorizing Surrender of Certain Oil and Gas leases - November, 1932)

Ancillary Receivers' Application No. 18 having been filed herein, and said Application having been considered by the Court, it is

ORDERED that said Ancillary Receivers be, and they hereby are, authorized to release and disaffirm the oil and gas leases described in Exhibit "A" of said Application, and to

execute and deliver to the various lessors valid releases thereof.

DATED the 6th day of January, A. D. 1933.

F. E. KENNAMER
Judge.

ENDORSED: Filed in Open Court
Jan 6 1933
H. P. Warfield, Clerk
U. S. District Court

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

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

ORDER NO 19

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

Upon consideration of the duly verified Ancillary Receivers' Report and Application No. 19, wherein said Ancillary Receivers have submitted the following financial statements and schedules, to-wit:

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

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

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

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

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

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

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

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

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

Dated this 6th day of January, 1933.

F. E. KENNAMER
Judge.

ENDORSED: Filed In Open Court
Jan 6 1933
H. P. Warfield, Clerk
U. S. District Court

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

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

ORDER NO. 20

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

Upon consideration of the duly verified Ancillary Receivers' Report and Application No. 27, wherein said Ancillary Receivers have submitted the following financial statements and schedules, to-wit:

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

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

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

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

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

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

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

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

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

Dated this 6th day of January, 1933.

F. E. KENNAMER
Judge.

ENDORSED: Filed In Open Court
Jan 6 1933
H. P. Warfield, Clerk
U. S. District Court

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

CONSOLIDATED OIL CORPORATION, Complainant,
vs.
PRODUCERS AND REFINERS CORPORATION, Defendant.

In Equity No. 743 ✔

ORDER NO. 21

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

Upon consideration of the Ancillary Receivers' duly verified Report and Application No. 21, wherein said Ancillary Receivers have submitted the following financial statements and schedules, to-wit:

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

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

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

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

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

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

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

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

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

DATED this 6th day of January, 1933.

F. E. KENAMER
Judge.

ENDORSED: Filed In Open Court
Jan 6 1933
H. P. Warfield, Clerk
U. S. District Court

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

CONSOLIDATED OIL CORPORATION, Complainant,

vs.

PRODUCERS AND REFINERS CORPORATION, Defendant.

In Equity No. 743.

ORDER NO. 22

(Authorizing Surrender of Certain Oil and Gas Leases - January, 1933)

Ancillary Receivers' Application No. 22 having been filed herein, and said Application having been considered by the Court, it is

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

DATED the 6th day of January, A. D. 1933.

F. E. KENAMER
Judge.

ENDORSED: Filed In Open Court
Jan 6 1933
H. P. Warfield, Clerk
U. S. District Court

UNITED STATES OF AMERICA, Plaintiff,

-vs-

M. M. and SADIE M. CURTIS, Defendants.

No. 769 - Equity.

Now on this 6th day of January, A. D. 1933, it is ordered by the Court, that motion of Defendants to dismiss be, and it is hereby, overruled. Given ten (10) days to plead or fifteen (15) days to answer.

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

CHOCTAW COTTON OIL COMPANY, A Corporation, Plaintiff,

vs.

TULSA COTTON OIL COMPANY, et al., Defendants.

No. 784 Equity.

ORDER OF DISMISSAL ON MOTION OF PLAINTIFF.

On this 6th day of January, 1933, comes the Choctaw Cotton Oil Company, a Corporation, plaintiff above named, by its attorney of record, Denver N. Davison, and thereupon on motion by the plaintiff, it is ordered by the Court that this cause be and the same is hereby dismissed at the cost of the plaintiff, without prejudice to the Plaintiff's right to bring a new action in this behalf.

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

ENDORSED: Filed In Open Court
Jan 6 1933
H. P. Warfield, Clerk
U. S. District Court

AMERICAN-LaFRANCE and FOAMITE INDUSTRIES, INC., Plaintiffs,

-vs-

CITY OF RALSTON, A MUNICIPAL CORP., Defendant.

No. 790 - Equity.

Now on this 6th day of January, A. D. 1933, it is ordered by the Court that, motion of Defendant to dismiss be, and it is hereby, overruled. Defendant given twenty (20) days to answer.

CHEYENNE ARMS APRS., INC. ET AL., Plaintiffs,

-vs-

STANDISH HALL, ET AL, Defendants.

No. 791 - Equity.

Now on this 6th day of January, A. D. 1933, it is ordered by the Court that, motion of Standish Hall to dismiss be and it is hereby overruled. Given fifteen (15) days to answer. And thereafter, it is ordered by the Court that this case be and it is hereby, consolidated with Equity Case No. 708 and Cheyenne Arms Apartments is made party defendant. Given fifteen (15) days to answer. It is further ordered by the Court that case be stricken from the trial assignment.

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

St. Louis Union Trust Company, a corporation, and George C. Chase, as Trustee, Plaintiffs,

vs.

Dan Tankersley, Mary Tankersley, M. J. McNulty, Jr., D. I. McNulty, Tankersley Investment Company, a corporation, and Detroit Fidelity & Surety Company, a corporation, Defendants.

No. 797 - Equity.

O R D E R

Now on this 6th day of January, 1933, defendant, Detroit Fidelity & Surety Company, a corporation, having filed its answer praying, among other things, that Tankersley Construction Company, a co-partnership composed of Dan Tankersley and Earl Tankersley, be made a party defendant to this action, and it appearing to the court that said Tankersley Construction Company should be made a party to said action in order to permit complete adjudication of the issues involved;

IT IS ORDERED that Tankersley Contruction Company, a co-partnership composed of Dan Tankersley and Earl Tankersley, be, and it is, hereby made an additional party defendant in said action, and that Chancery subpoena directed to said Tankersley Construction Company upon the filing of praecipe therefor, be issued by the clerk of this court.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Jan 6 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

St. Louis Union Trust Company, a corporation, and George C. Chase, as Trustee, Plaintiffs.

vs.

Dan Tankersley, Mary Tankersley, M. J. McNulty, Jr., D. I. McNulty, Tankersley Investment Company, a corporation, and Detroit Fidelity & Surety Company, a corporation, Defendants.

NO. 797 EQUITY.

O R D E R

On this 6th day of January, 1933, came on for hearing the motion of the defendants Dan Tankersley, Mary Tankersley, and Tankersley Investment Company to dismiss the Bill of Complaint and the Court having heard the argument of counsel and being well and sufficiently advised doth overrule said motion, to which the defendants except.

Defendants allowed ten days to answer.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed Jan 9 1933
H. P. Warfield, Clerk
U. S. District Court ME

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

Rounds & Porter Lumber Company, Plaintiff,

vs. No. 799, Equity.

Charles B. Livesay, County Treasurer, et al., Defendants.

DECREE OF JUDGMENT.

The defendants' motion to dismiss this cause having been heard by the court upon written briefs filed by counsel for defendants in support of said motion and upon written briefs filed by counsel for plaintiff in opposition to said motion to dismiss, the court being well and sufficiently advised in the premises is of the opinion that the appeal provided for by Section 9799, Compiled Oklahoma Statutes 1921, from the County Court of the State of Oklahoma to the Supreme Court of said State in tax ferret proceedings is a legislative appeal, and that the Supreme Court of the State in reviewing the proceedings of said County Courts when such appeals are taken acts legislatively.

The court is therefore of the opinion that the defendants' motion to dismiss should be sustained for the reason that complainant has not exhausted its administrative remedy by taking the appeal from a decision and order of the County Court to the Supreme Court of the State.

The plaintiff having elected to stand upon its pleadings, and the court being fully advised in the premises,

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that defendants' motion to dismiss be and is sustained, and that the bill of complaint of plaintiff be and the same is hereby dismissed for want of equity, to which action of the court sustaining said motion and dismissing the bill of complaint the complainant excepts and gives notice in open court of its intention to appeal from said decision and order to the Circuit Court of Appeals; thereupon plaintiff requested that the enforcement of said order and decision of the County Court of Pawnee Countybe stayed pending the determination of said appeal, and this court being well and sufficiently advised in the premises, orders that the enforcement of collection under said order of the County Court of Pawnee County be stayed pending the determination of the appeal herein, upon complainant executing a bond in the sum of Five Thousand ($5,000.00) Dollars in favor of the defendants and their successors in their respective offices and the State of Oklahoma, conditioned that it will pay any and all damages that may accrue to said defendants or their successors in their respective offices or the State of Oklahoma, if the decision of this court sustaining said motion and dismissing complainant's bill should be sustained; said bond to be filed within twenty (20) days from the date of this judgment and to be approved by the Clerk of this Court.

DATED this 10th day of January, 1933.

F. E. KENNAMER
Judge.

ENDORSED: Filed Jan 10 1933
H. P. Warfield, Clerk
U. S. District Court

EQUITY SESSION | DISTRICT OF OKLAHOMA TULSA, OKLAHOMA | FRIDAY, JANUARY 6, 1933

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

North American Car Corporation, a corporation, Plaintiff,

vs.

White Oak Corporation, a corporation, Defendant.

No. 802 Equity. ✓

ORDER DIRECTING CREDITORS TO PRESENT CLAIMS AGAINST THE ESTATE WITHIN 60 DAYS FROM THIS DATE OR BE BARRED FROM PARTICIPATING IN THE ASSETS OF THE ESTATE NOW OR HEREAFTER TO COME INTO THE HANDS OF THE RECEIVER.

The above entitled matter coming on for hearing this 6 day of Jan., 1933, upon the application of the receiver, heretofore duly appointed in this cause, for an order directing creditors to present claims against the estate within a time to be fixed by the court or be barred from participating in the assets of the estate now or hereafter to come into the hands of the receiver; and the court, upon due consideration of said application and being fully advised inthe premises, finds that it would be to the best interest of this estate and each and all of the parties interested therein to make and enter an order substantially as prayed and that said application should be granted.

AND IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED BY THE COURT as follows:

(1) That all persons, firms and corporation having any claims, demands, bills or accounts against or due from the White Oak Corporation, a corporation, file with the receiver, James G. Steese, whose address is 719 World Building, Tulsa, Oklahoma, proper statements in writing, under oath, of their respective claims, demands, bills, accounts and debts on or before 60 days from this date, setting out the items of each of said accounts, claims, demands, bills or debts due from said estate and stating whether or not any of said claims are secured and, if so, giving a description of said security, and, further, whether or not it is claimed that any or all of the items therein are entitled to priority over general claims and any and all creditors failing to file their or its claim or claims within the time and manner above stated and allowed shall be forever barred from participating in the assets of the White Oak Corporation, a corporation, now or hereafter to come into the hands of the receiver in this cause, provided that any claimant or creditor having more than one cause of action against said corporation shall file a separate claim for each cause of action.

(2) The receiver is directed from time to time to file reports with the court showing the claims that have been filed and the nature of each claim and making recommendations as to whether or not said claims should be allowed in whole or in part, whether the same were secured or entitled to priority over general claims and the court will in due course hear the report of said receiver, at which time any claimant or claimants may be heard thereon and the court reserves the right to refer said report to a master.

(3) The court expressly reserves the right to at any time that may best serve the ends of justice hear, determine, allow and reject any claim or claims, without regard to the recommendations of the receiver, or to refer all or any of such claim or claims to a master for hearing and determination, or otherwise dispose of them, or either of them, according to law.

(4) That the receiver is hereby ordered and directed within ten days from the date of this order to publish in the following daily newspaper, printed and published in the City of Tulsa, Oklahoma: The Tulsa World, a notice directed to all claimants or creditors of this estate to present their claims, demands, bills or accounts against this estate on or before 60 days from the date of this order and file the same in writing, under oath, with the receiver herein, as hereinabove required, or be forever barred from participating in the assets of the estate now or hereafter to come into the hands of the receiver; said notice shall refer to

this order and be published in said newspaper once a week for two consecutive weeks.

(5) Said receiver is also directed to within fifteen days from this date mail to each and every claimant and creditor as disclosed by the books and records of said corporation in his possession or of whom he has or can, in the exercise of reasonable diligence, receive information, a copy of this order and a copy of the notice published in said newspaper to their last known post office address.

(6) The Court reserves the right to further extend the time, for good cause shown for any creditor to prove his claim prior to a final distribution of the assets of this estate and reserves the right to revoke any of the power and authority hereinbefore given to said receiver, as well as to modify this order and decree, and to make such further orders and decrees in the premises as may be equitable and in accord with right and justice.

F. E. KENNAMER
U. S. District Judge.

ENDORSED: Filed Jan 6 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

CONTINENTAL SUPPLY COMPANY, a corporation of Delaware, Plaintiff,

-vs-

O. O. OWENS, Defendant.

NO. 805 - IN EQUITY.

O R D E R

On this 6th day of January, 1933, this cause came on to be heard on defendant's motion to dismiss, and pending consideration thereof plaintiff is granted leave to amend its bill of complaint by interlineation; and the motion to dismiss is regarded as filed to the said bill of complaint as so amended; and upon consideration thereof it is

ORDERED, ADJUDGED AND DECREED that said motion to dismiss be, and it is hereby overruled, - to which the defendant excepts and such exception is by the court allowed; and it is further

ORDERED, that the defendant have twenty (20) days from this date within which to file his answer herein.

F. E. KENNAMER
JUDGE.

W. N. BANKS A. M. WIDDOWS
O.K. T. L. BLAKEMORE
SOLICITORS FOR PLAINTIFF.

O.K. C. M. OAKES
CHRISTY RUSSELL
SOLICITORS FOR DEFENDANT.

ENDORSED: Filed Jan 14 1933
H. P. Warfield, Clerk
U. S. District Court

EQUITY SESSION | DISTRICT OF OKLAHOMA TULSA, OKLAHOMA | FRIDAY, JANUARY 6, 1933

UNITED STATES OF AMERICA, Plaintiff,
-vs- No. 810 - Equity.
GUY G. BENNETT, ET AL, Defendants.

Now on this 6th day of January, A. D. 1933, it is ordered by the Court, that Government be given fifteen (15) days to amend. Defendant given ten (10) days thereafter to plead or twenty (20) days to answer. It is further ordered by the Court that motion to dismiss and transfer be, and it is hereby, stricken from the assignment of this date.

Court adjourned until January 7, 1933

EQUITY SESSION | TULSA, OKLAHOMA | SATURDAY, JANUARY 7, 1933

Court convened pursuant to adjournment, Saturday, January 7, 1933.

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

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

O R D E R

It is hereby ordered by the court that the monthly payment past due on Lot 4, Block 5, Kirkwood Place Addition, belonging to the Cheyenne Arms Apartments, Inc., should be paid and Mrs. M. E. Dent, special agent, is hereby directed to pay same and any subsequent payments until the further order of this court.

This January 6th, 1933.

F. E. KENNAMER
District Judge.

ENDORSED: Filed Jan 7 1933
H. P. Warfield, Clerk
U. S. District Court

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

Metropolitan Life Insurance Company, a corporation, Plaintiff,

vs

Minnie May Spratt, et al, Defendants.

No. 776 Equity.

JOURNAL ENTRY.

Now on this the 6th day of January, 1933, being one of the regular judicial days of this Court, this action comes on for final trial and determination, the plaintiff does not appear having heretofore filed herein its pleadings in the nature of a Bill of Interpleader admitting liability herein and having paid certain sums of money into the registry of this Court, and having been discharged from any further liability or responsibility herein, and the defendant and intervener, Minnie May Spratt, appearing in person and by her attorneys of record, John Ward, A. F. Moss and Herbert R. Young, and the defendant and intervener, Myrtle M. Applebaugh, administratrix of the estate of D. O. J. Spratt, deceased, appears by and through her resident agent and attorney, Joe B. Houston, and the attorney of said resident agent, M. C. Rodolf, and the defendants and interveners, Myrtle M. Applebaugh and Mrs. Lela McLain, appear by and through their attorney of record, John Ladner.

Thereupon all of said parties present and/or represented as aforesaid stipulate and agree in open court that they waive any and all right that they may have to a trial by jury herein and agree and have heretofore agreed that the same may at this time be finally tried and determined by this court and whereupon all of said parties announce ready for trial and to proceed to a final hearing and determination of this cause.

Whereupon evidence was introduced by said various parties and arguments of counsel heard and the Court being fully advised in the premises finds:

1. That the plaintiff, Metropolitan Life Insurance Company, a corporation, has heretofore filed its pleadings in the nature of a Bill of Interpleader admitting liability herein to some one or more of the parties herein under the insurance policy involved herein in the principal sum of Two Thousand Four Hundred and Seventy-Eight ($2478.72) and 72/100 Dollars, and paid said sum into the registry of this Court and that said plaintiff was on the 21st day of October, 1932, by the Order of this Court, discharged from any further or other liability herein, and was allowed an attorney's fee of $175.00 and $38.00 expense money out of said sum, and that the balance of said sum less any other proper costs in this action are now on deposit with the registry of this Court.

2. That the Court finds that under the pleadings, evidence and law in this action that the defendant and intervener, Myrtle M. Applebaugh, administratrix of the estate of D. O. J. Spratt, deceased, is not entitled to maintain this action or prevail therein, or to recover anything on her Petition of Intervention herein.

3. The Court finds that either the defen ant and intervener, Minnie May Spratt, or the defendants and interveners, Myrtle M. Applebaugh and Lela McLain are entitled to recover the whole amount of said insurance policy, or the proceeds thereof, and further finds that said defendant and intervener, Minnie May Spratt, and said defendants and interveners, Myrtle M. Applebaugh and Lela McLain have agreed to compromise and have compromised and do now, in open court, agree to compromise this action between and amoung themselves as follows, to-wit, that said defendant and intervener, Minnie May Spratt, is to receive and be paid one-half or fifty per cent of said insurance policy or the proceeds thereof in the possession of the registry of this Court, and the said Myrtle M. Applebaugh and Lela McLain are jointly in equal shares to receive and to be paid one-half or fifty per cent of said insurance policy, or the proceeds thereof, in the registry of this Court, and said parties all agree and consent that this Court should enter an Order and Judgment approving said compromise.

4. The Court finds that said compromise was and is made and entered into by all of said parties affected thereby freely and voluntarily and that they each fully know and understand the nature, purposes and objects thereof and finds that the same is just and fair and should be approved and a judgment entered herein in accordance therewith.

It is, therefore, CONSIDERED, ORDERED, ADJUDGED and DECREED that the Petition of Intervention of Myrtle M. Applebaugh, administratrix of the estate of D. C. J. Spratt, deceased, be and the same is hereby dismissed and that said defendant and intervener is non-suited and recover nothing herein and that said compromise between the defendant and intervener, Minnie May Spratt, and the defendants and interveners, Myrtle M. Applebaugh and Lela McLain, be and the same is hereby approved and that the defendants and interveners, Minnie May Spratt, Myrtle M. Applebaugh and Lela McLain have and recover judgment herein against the plaintiff, Metropolitan Life Insurance Company, a corporation, of and for one-half or fifty per cent of said insurance policy sued upon in this action, or the proceeds thereof, in the hands of the registry of this Court, that is to say, for the sum of $1121.27, being one-half or fifty per cent of the proceeds of said policy in the registry of this Court, and that the interveners, and defendants, Myrtle M. Applebaugh and Lela McLain, have and recover jointly in equal shares of and from the plaintiff, Metropolitan Life Insurance Company, a corporation, one half or fifty per cent of said insurance policy, or the proceeds thereof, on deposit in the registry of this Court, that is to say, the sum of $1121.26 jointly, or each of said defendants and interveners, Myrtle M. Applebaugh and Lela McLain, the sum of $560.63, and that the Clerk of this Court be and he is hereby authorized to pay to the said defendant and intervener, Minnie May Spratt, and said defendants and interveners, Myrtle M. Applebaugh and Mrs. Lela McLain, said respective sums and that he be and is hereby authorized to make the vouchers to said parties payable to their said respective attorneys appearing as above shown.

It is further ORDERED and ADJUDGED that all of the costs of this action allowed and accrued herein whether heretofore allowed or not, including these proceedings and filing and recording of this Journal Entry and any and all other necessary formalities to the closing and winding up of this suit, be and are hereby adjudged and taxed against the said fund on deposit with the registry of this Court, and that the same be deducted from said funds before the balance of the same be paid in satisfaction of this Judgment as aforesaid.

It is further, ORDERED and ADJUDGED that upon the payment to the said defendants and interveners, Minnie May Spratt, Myrtle M. Applebaugh and Mrs. Lela McLain, of said sums above specified by the registry of this Court that the plaintiff, Metropolitan Life Insurance Company, a corporation, be and the same is hereby completely discharged and released in this action and that the judgment against them be satisfied by the Clerk of this Court.

F. E. KENNAMER
District Judge.

O.K. MINNIE MAYE SPRATT , Plaintiff
MOSS, BRECKINRIDGE & YOUNG
Plaintiff's Attorneys
JNO. R. WARD

JOHN LADNER
Attorney for Interveners, Myrtle M. Applebaugh and Lela McLain

ENDORSED: Filed Jan 7 1933
H. P. Warfield, Clerk
U. S. District Court ME

EQUITY SESSION | DISTRICT OF OKLAHOMA TULSA, OKLAHOMA | SATURDAY, JANUARY 7, 1933

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

Minnie Maye Spratt,	Plaintiff,	
vs.		
The Equitable Life Assurance Society of the United States, a Corporation,	Defendant.	No. 781 - Equity.
Myrtle M. Applebaugh, Administratrix, Myrtle M. Applebaugh and Lela McLain,	Intervenors.	

JOURNAL ENTRY.

Now on this the 6th day of January, 1933, being one of the regular judicial days of this Court, this action comes on for final trial and determination, the plaintiff appearing in person and by her attorneys of record, John Ward, A. F. Moss and Herbert R. Young, and the intervener Myrtle M. Applebaugh, administratrix of the estate of D. O. J. Spratt, deceased, appears by and through her resident agent and attorney, Joe B. Houston, and the attorney of said resident agent, M. C. Rodolf, and the intervenrs,Myrtle M. Applebaugh and Lela McLain, appear by and through their attorney of record, John Ladner, and the defendant Equitable Life Assurance Society of the United States, a corporation, does not appear having heretofore filed herein its pleadings in the nature of a Bill of Interpleader admitting liability herein and having paid certain sums of money into the registry of this Court, and having been discharged from any further liability or responsibility herein.

Thereupon all of said parties present and/or represented as aforesaid stipulate and agree in open court that they waive any and all right that they may have to a trial by jury herein and agree and have heretofore agreed that the same may at this time be finally tried and determined by this court, and whereupon all of said parties announce ready for trial and to proceed to a final hearing and determination of this cause.

Thereupon evidence was introduced by said various parties and arguments of counsel heard and the Court being fully advised in the premises finds:

1. That the defendant, Equitable Life Assurance Society of the United States, a corporation, has heretofore filed its pleadings in the nature of a Bill of Interpleader admitting liability herein to some one or more of the parties herein under the insurance policy involved herein in the principal sum of Three Thousand Eight Hundred Sixty ($3860.49) and 49/100 Dollars, and paid said sum into the registry of this Court and that said defendants were on the 8th day of June, 1932, by the Order of this Court, discharged from any further or other liability herein, and were allowed an attorney's fee of $250.00 and $37.50 expense money out of said sum, and that the balance of said sum less any other proper costs in this action are now on deposit with the registry of this Court.

2. The Court finds that under the pleadings, evidence and law in this action that the intervener, Myrtle M. Applebaugh, administratrix of the estate of D.O.J. Spratt, deceased, is not entitled to maintain this action or prevail therein, or to recover anything on her Petition of Intervention herein.

3. The Court finds that either the plaintiff Minnie Maye Spratt or the defendants Myrtle M. Applebaugh and Lela McLain are entitled to recover the whole amount of said insurance policy, or the proceeds thereof, and further finds that said plaintiff Minnie Maye Spratt and said intervenors Myrtle M. Applebaugh and Lela McLain have agreed to compromise and have compromised and do now, in open court, agree to compromise this action between and among themselves as follows, to-wit, that said plaintiff Minnie Maye Spratt is to receive and the said one-half or fifty per cent of said insurance policy or the proceeds thereof in the possession of the registrar of this Court, and the said Myrtle M. Applebaugh and Lela McLain are jointly in equal shares to receive and to be paid one-half or fifty per cent of said insurance policy, or the proceeds thereof, by the register of this Court, and said parties all agree [illegible]

should enter an Order and Judgment approving said compromise.

4. The Court finds that said compromise was and is made and entered into by all of said parties affected thereby freely and voluntarily and that they each fully know and understand the nature, objects and purposes thereof and finds that the same is just and fair and should be approved and a judgment entered herein in accordance therewith.

It is, therefore, CONSIDERED, ORDERED, ADJUDGED and DECREED that the Petition of Intervention of Myrtle M. Applebaugh, administratrix of the estate of D.O.J. Spratt, deceased, be and the same is hereby dismissed and that said intervener is non-suited and recover nothing herein and that said compromise between the plaintiff and the interveners, Myrtle M. Applebaugh and Lela McLain, be and the same is hereby approved and that the plaintiff have and recover judgment herein against the defendant, The Equitable Life Assurance Society of the United States, a Corporation, of and for one-half or fifty per cent of said insurance policy sued upon in this action, or the proceeds thereof, in the hands of the registry of this Court, that is to say, for the sum of $1,761.71, being one-half or fifty per cent of the proceeds of said policy in the registry of this Court, and that the interveners, Myrtle M. Applebaugh and Lela McLain, have and recover jointly in equal shares of and from the defendant, The Equitable Life Assurance Society of the United States, a corporation, one-half or fifty per cent of said insurance policy, or the proceeds thereof, on deposit in the registry of this Court, that is to say, the sum of $1761.70 jointly, or each of said interveners the sum of $880.85, and that the Clerk of this Court be and he is hereby authorized to pay to said plaintiff Minnie Maye Spratt, and said interveners, Myrtle M. Applebaugh and Mrs. Lela McLain, said respective sums and that he be and is hereby authorized to make the vouchers to said parties payable to their said respective attorneys appearing as above shown.

It is further ORDERED and ADJUDGED that all of the costs of this action allowed and accrued herein whether heretofore allowed or not, including these proceedings and filing and recording of this Journal Entry and any and all other necessary formalities to the closing and winding up of this suit, be and are hereby adjudged and taxed against the said fund on deposit with the registry of this Court, and that the same be deducted from said funds before the balance of the same be paid in satisfaction of this judgment as aforesaid.

It is further ORDERED and ADJUDGED that upon the payment to the plaintiff and the said interveners, Myrtle M. Applebaugh and Lela McLain, of said sums above specified by the registry of this Court that the defendant, The Equitable Life Assurance Society of the United States, a Corporation, be and the same is hereby completely discharged and released in this action and that the judgment against them be satisfied by the Clerk of this Court.

F. E. KENNAMER
District Judge.

O.K. MINNIE MAYE SPRATT, Plaintiff
MOSS, BRECHEENRIDGE & YOUNG
Plaintiff's Attorneys,
JNO. L. WARD

JOHN LADNER
Attorney for Interveners, Myrtle M. Applebaugh
and Lela McLain.

ENDORSED: Filed Jan 7 1933
H. P. Warfield, Clerk
U. S. District Court ME

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

Mae Spratt,	Plaintiff,	
vs.		
Massachusetts Protective Association, Inc., a corporation,	Defendant,	No. 782 - Equity.
Myrtle M. Applebaugh, Administratrix of the Estate of D.O.J. Spratt, deceased, Myrtle M. Applebaugh and Lela McLain,	Interveners.	

JOURNAL ENTRY

Now on this the 6th day of January, 1933, being one of the regular judicial days of this Court, this action comes on for final trial and determination, the plaintiff appearing in person and by her attorneys of record, John Ward, A. F. Moss and Herbert R. Young, and the intervener Myrtle M. Applebaugh, administratrix of the estate of D.O.J. Spratt, deceased, appears by and through her resident agent and attorney, Joe B. Houston, and the attorney of said resident agent, M. C. Rodolf, and the interveners, Myrtle M. Applebaugh and Lela McLain, appear by and through their attorney of record, John Ladner, and the defendant Massachusetts Protective Association, Inc., does not appear having heretofore filed herein its amended Answer in the nature of a Bill of Interpleader admitting liability herein and having paid certain sums of money into the registry of this Court, and having been discharged from any further liability or responsibility herein.

Thereupon all of said parties present and/or represented as aforesaid stipulate and agree in open court that they waive any and all right that they may have to a trial by jury herein and agree and have heretofore agreed that the same may at this time be finally tried and determined by this court and whereupon all of said parties announce ready for trial and to proceed to a final hearing and determination of this cause.

Whereupon evidence was introduced by said various parties and arguments of counsel heard and the Court being fully advised in the premises:

1. That the defendant, Massachusetts Protective Association, Inc., has heretofore to-wit, July 30, 1932, filed its Amended Answer in the nature of a Bill of Interpleader admitting liability herein to some one or more of the parties herein under the insurance policy involved herein in the principal sum of Five Thousand ($5000.00) and No/100 Dollars, and paid said sum into the registry of this Court and that said defendants were on the 12th day of August, 1932, by the Order of this Court, discharged from any further or other liability herein, and were allowed an attorney's fee of $300.00 and $56.30 expense money out of said sum, and that the balance of said sum less any other proper costs in this action are now on deposit with the registry of this Court.

2. The Court finds that under the pleadings, evidence and law in this action that the intervener, Myrtle M. Applebaugh, administratrix of the estate of D.O.J. Spratt, deceased, is not entitled to maintain this action or prevail therein, or to recover anything on her Petition of Intervention herein.

3. The Court finds that either the plaintiff Mae Spratt or the defendants Myrtle M. Applebaugh and Lela McLain are entitled to recover the whole amount of said insurance policy, or the proceeds thereof, and further finds that said plaintiff Mae Spratt and said interveners Myrtle M. Applebaugh and Lela McLain have agreed to compromise and have compromised and do now, in open Court, agree to compromise this action between and among themselves as follows, to-wit, that said plaintiff Mae Spratt is to receive and be paid one-half or fifty per cent of said insurance policy or the proceeds thereof in the possession of the registry of this Court, and the said Myrtle M. Applebaugh and Lela McLain are jointly in equal shares to receive and to be paid

one-half or fifty per cent of said insurance policy, or the proceeds thereof, in the registry of this court, and said parties all agree and consent that this Court should enter an order and judgment approving said compromise.

4. The court finds that said compromise was and is made and entered into by all of said parties affected thereby freely and voluntarily and that they each fully know and understand the nature, objects and purposes thereof and finds that the same is just and fair and should be approved and a judgment entered herein in accordance therewith.

It is, therefore, CONSIDERED, ORDERED, ADJUDGED and DECREED that the Petition of Intervention of Myrtle M. Applebaugh, administratrix of the estate of D.O.J. Spratt, deceased, be and the same is hereby dismissed and that said Intervener is non-suited and recover nothing herein and that said compromise between the plaintiff and the interveners, Myrtle M. Applebaugh and Lela McLain, be and the same is hereby approved and that the plaintiff have and recover judgment herein against the defendant Massachusetts Protective Association, Inc., of and for one-half or fifty per cent of said insurance policy sued upon in this action, or the proceeds thereof, in the hands of the registry of this court, that is to say, for the sum of $2294.52, being one-half or fifty per cent of the proceeds of said policy in the registry of this Court, and that the interveners, Myrtle M. Applebaugh and Lela McLain, have and recover jointly in equal shares of and from the defendant Massachussetts Protective Association, Inc., one-half or fifty per cent of said insurance policy, or the proceeds thereof, on deposit in the registry of this Court, that is to say, the sum of $2294.52 jointly, or each of said interveners the sum of $1147.26, and that the Clerk of this Court be and he is hereby authorized to pay to said plaintiff Mae Spratt, and said interveners, Myrtle M. Applebaugh and Mrs. Lela McLain, said respective sums and that he be and is hereby authorized to make the vouchers to said parties payable to their said respec ive attorneys appearing as above shown.

It is further ORDERED and ADJUDGED that all of the costs of this action allowed and accrued herein whether heretofore allowed or not, including these proceedings and filing and recording of this Journal Entry and any and all other necessary formalities to the closing and winding up of this suit, be and are hereby adjudged and taxed against the said fund on deposit with the registry of this court, and that the same be deducted from said funds before the balance of the same be paid in satisfaction of this judgment as aforesaid.

It is further ORDERED and ADJUDGED that upon the payment to the plaintiff and the said interveners, Myrtle M. Applebaugh and Lela McLain, of said sums above specified by the registry of this Court that the defendant Massachusetts Protective Association, Inc., a corporation, be and the same is hereby completely discharged and released in this action and that the judgment against them be satisfied by the Clerk of this Court.

F. E. KENNAMER
DISTRICT JUDGE.

O.K. MINNIE MAYE SPRATT, Plaintiff
MOSS, BRECKINRIDGE & YOUNG
Plaintiff's Attorneys,
JNO. L. WARD

JOEL LADNER
Attorney for Intervenors, Myrtle M. Applebaugh
and Mrs. Lela McLain.

ENDORSED: Filed Jan 7 1933
H. P. Warfield, Clerk
U. S. District Court NE

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

EDWARD GRIMES, ISADOR GRIMES, S. FRIEDMAN, and HYMAN FRIEDMAN, co-partners doing business under the firm name and style of GRIMES AND FRIEDMAN, Plaintiffs,

vs.

BARTON KAHN, Defendant.

No. 804 - Equity.

O R D E R

On this 7th day of January, 1933, there comes on for hearing the motion of the defendant to dismiss the second amended bill of complaint herein, and the Court, upon consideration thereof, finds:

That such motion should be overruled; and,

IT IS THEREFORE ORDERED that the motion of the defendant to dismiss the second amended bill of complaint herein be and the same is hereby overruled. To which ruling the defendant excepts.

IT IS FURTHER ORDERED that the defendant shall have ten days from this date in which to answer such second amended bill of complaint.

F. E. KENNAMER
J U D G E.

O.K. FELIX BODOVITZ
TRAVIS WILSTEN

ENDORSED: Filed Jan 16 1933
H. P. Warfield, Clerk
U. S. District Court

OKLAHOMA UTILITIES CO. A CORP., Plaintiff,

-vs-

CITY OF HOMINY, ET AL, Defendants.

No. 806 - Equity.

Now on this 7th day of January, A. D. 1933, it is ordered by the Court, that motions of Defendants, City of Hominy, H. L. McFee, M. J. Graham, J. J. Westbrook, O. W. Fields, T. C. Vandruff, R. C. Drummond, H. G. Carpenter and R. B. Williams, W. R. Brady, Melvin E. Acott to dismiss be, and they are hereby, taken under advisement.

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

EQUITY SESSION — TULSA, OKLAHOMA — SATURDAY, JANUARY 7, 1933

L. R. KERSHAW AS REC. OF PRODUCERS NATL. BANK OF TULSA, Plaintiff,

-vs-

MARGARET C. LILLIECREUTZ, ET AL., Defendants.

No. 814 - Equity.

Now on this 7th day of January, A. D. 1933, it is ordered by the Court that application for Receiver in the above cause be, and it is hereby, granted, as per journal entry to be filed.

Court adjourned until January 9, 1933.

EQUITY SESSION — TULSA, OKLAHOMA — MONDAY, JANUARY 9, 1933

Court convened pursuant to adjournment, Monday, January 9th, 1933.

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.

Herma Logan and Roy Logan, Complainants,

vs.

Tulsa Street Railway Company, a corporation, et al, Defendants.

No. 446 Equity.

ORDER OF DISMISSAL.

Now on this 9th day of January, 1933, at a regular term sitting at Tulsa in said District, upon motion of the complainants made in open court, the bill of the complainants is dismissed upon payment of costs by them, without prejudice.

F. E. KENNAMER
UNITED STATES JUDGE.

ENDORSED: Filed Jan 9 1933
H. P. Warfield, Clerk
U. S. District Court

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

Sallie M. Copeland and Effie R. Archer,	Complainants,	
vs.		No. 573 Equity
Tulsa Street Railway Company, a corporation, et al.,	Defendants.	

ORDER OF DISMISSAL.

Now on this 9th day of January, 1933, at a regular term sitting at Tulsa in said District, upon motion of the complainants made in open court, the bill of the complainants is dismissed upon payment of costs by them, without prejudice.

F. E. KENAMER
UNITED STATES JUDGE.

ENDORSED: Filed Jan 9 1933
H. P. Warfield, Clerk
U. S. District Court

THE BROWN-CRUMMER INVESTMENT COMPANY,	Plaintiff,	
-vs-		No. 598 - Equity.
TOWN OF BIXBY, ET AL,	Defendants.	

Now on this 9th day of January, A. D. 1933, the above styled case comes on for trial. Thereafter, said case is called, both sides being present and announcing ready for trial. Thereafter, all witnesses are sworn in open court. The Plaintiff introduces evidence and proof with the following witness: Val Jean Biddison. And thereafter, the plaintiff rests. Thereupon, the Defendants introduce evidence and proof with the following witnesses: Jno. L. Smiley, Jno. Woodard. And thereafter, Defendants rest. Thereupon, the Plaintiff offers in rebuttal testimony of Val Jean Biddison, T. E. Elcock and J. F. Paultner. And thereafter, closing arguments of counsel are made. And thereafter, it is ordered by the Court that the above case be, and it is hereby, taken under advisement.

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

CONSOLIDATED OIL CORPORATION,	Plaintiff,	
v e r s u s		No. 743, Equity
PRODUCERS AND REFINERS CORPORATION,	Defendant.	

ORDER GRANTING STATE OF OKLAHOMA LEAVE TO INSTITUTE TAX FORFEIT PROCEEDINGS AGAINST DEFENDANT

This cause came on for hearing on this 6th day of January, 1933 upon the application of the State of Oklahoma by the County Attorney of Tulsa County, Oklahoma, for leave of this Court to institute a tax forfeit proceeding as provided by the statutes of the State of

Oklahoma, against L. R. Crawford and P. C. Spencer, ancillary Receivers of the Defendant herein, the said State of Oklahoma appearing by Ed C. Cassidy, Assistant County Attorney, of Tulsa County, Oklahoma, and by Royce H. Savage, of the firm of Monnet & Savage, and the said Receivers appearing by their attorney, R. W. Kellough, and the Court after hearing argument of counsel and being fully advised in the premises, finds that the prayer of said application should be granted;

IT IS HEREBY ORDERED ADJUDGED AND DECREED that the State of Oklahoma by the County Attorney of Tulsa County, Oklahoma, and Monnet & Savage, as counsel for the said State of Oklahoma, be and they are hereby authorized and permitted to cause the County Treasurer of Tulsa County, Oklahoma, to serve notice upon L. R. Crawford and P. C. Spencer, Ancillary Receivers of the defendant herein, of the filing with him of information by the Tax Ferret of Tulsa County, that he has discovered that the defendant herein was the owner of certain property subject to taxation in Tulsa County for the years 1918 to 1931 inclusive, of the fair cash value of $100,000.00 for each of said years, which said property was not listed, not assessed and notextended on the tax rolls of said county for any of said years and the said state of Oklahoma, is further authorized and permitted to proceed against said Receivers of said defendant corporation in such proposed tax ferret proceedings, in all respects as provided by law.

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

O.K. as to form.

MONNET & SAVAGE
Attorneys for Applicant,
State of Oklahoma
R. W. KELLOUGH
Attorney for Ancillary Receivers
of Defendant Corporation

ENDORSED: Filed Jan 9 1933
H. P. Warfield, Clerk
U. S. District Court DC

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

United States, Plaintiff,

vs.

No. 750 Equity.

Marion H. Pease, Ballard Stanford, E. D. Wall, Ed Waugh, Merritt J. Glass, Rito Ramirez, Hominy Motor Company, Dr. Robert B. Witcher, Otis Hopper, and Chas. R. Gray, Defendants.

ORDER GRANTING LEAVE TO FILE PLEADINGS.

Now on this 9th day of January, 1933, at a regular term sitting at Tulsa in said District, it is

ORDERED upon application of the defendants Merritt J. Glass and Ballard Stanford, for good cause shown that they be and are granted leave to file their amended answers instanter.

F. E. KENNAMER
U. S. JUDGE

ENDORSED: Filed Jan 9 1933
H. P. Warfield, Clerk
U. S. District Court DC

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

Joseph A. Broderick, as Superintendent of Banks of the State of New York, Plaintiff,

vs.

No. 792 Equity

Rose Finston, Albert Finston, and Jesse Finston, as Executors of the Estate of Mark Finston, deceased, and Albert Finston and Rose Finston, Defendants.

O R D E R

On this 9th day of January, A. D. 1933, comes on to be heard the application of complainant in this cause for permission to take depositions and for an enlargement of time within which to takeand file said depositions beyond that provided in Equity Rule 47; and the Court having considered the matter, and being well and sufficiently advised in the premises:

IT IS, BY THE COURT, CONSIDERED, ADJUDGED AND ORDERED, that complainant herein be and he is hereby allowed to an until the 15th day of March, 1933, to take depositions in this cause; any depositions so taken may be taken before any judge, justice or chancellor of any court of record, or before any notary public of the State of New York, and upon notice specifying the time and place of taking the same served upon the defendants herein or their attorney of record at least three days prior to the time named in said notice for the taking of said depositions.

Done at Tulsa, Oklahoma, this 9th day of January, A. D. 1933.

F. E. KENNAMER
Judge

Defendants agree that the foregoing order may be made.
W. H. SILVERIAN
C. H. ROSENSTEEL
Solicitor for Defendants.

ENDORSED: Filed Jan 9 1933
H. P. Warfield, Clerk
U. S. District Court

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

Admiralty Zinc Company, a Delaware corporation, Plaintiff,

vs.

No. 7 9 8 EQUITY

Katherine J. Douthat, Catherine F. Douthat, Agnes E. Douthat, and Morton F. Douthat, Haywood Scott, and Merton H. Cooper, Defendants.

D E C R E E

This cause coming on to be heard on this the 9th day of January, 1933, upon the stipulation signed by all of the parties, filed in this cause on the 9th day of January, 1933, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the cross-bill of the defendants be, and the same is hereby, dismissed with prejudice to the institution of another suit; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the lead and zinc mining lease of date of September 28, 1921, executed by Zahn A. Douthat and Katherine J. Douthat and delivered to the Admiralty Zinc Company, covering the following described land located in Ottawa County, Oklahoma, to-wit:

> Southwest Quarter of Southwest Quarter (SW¼ SW¼) and the Northeast Quarter of Southwest Quarter (NE¼ SW¼) and East Half of Northwest Quarter of Southwest Quarter (E½ NW¼ SW¼) and North Half of Southeast Quarter of Southwest Quarter (N½ SE¼ SW¼) and Southwest quarter of Southeast Quarter (SW¼ SE¼), all in section twenty-nine (29) Township Twenty-nine (29) North, Range Twenty-three (23) East;

which said lease is duly recorded in the records of the office of the County Clerk of Ottawa County, Oklahoma, in Book 92 at Pages 508 to 510, was on the 24th day of October, 1932, a prior, valid and subsisting lease covering the land above described, free and clear of all claims of the defendants of whatsoever kind and character, including an accounting from the Admiralty Zinc Company to the defendants on account of the operations under said lease by the plaintiff.

F. E. KENNAMER
DISTRICT JUDGE.

ENDORSED: Filed Jan 9 1933
H. P. Warfield, Clerk
U. S. District Court

IN THE UNITED STATES COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

L. R. Kershaw as Receiver of The Producers National Bank of Tulsa, Oklahoma, a National Banking Association, Plaintiff,

v.

Margaret C. Lilliecreutz and F. A. Haver, Defendants.

In Equity No. 914

O R D E R

NOW, On this 9th day of January, 1933, for good cause shown, it is ordered that the above named defendant, F. A. Haver, be allowed an additional ten days from this date in which to plead or answer in the above entitled cause.

F. E. KENNAMER
Judge.

ENDORSED: Filed Jan 9 1933
H. P. Warfield, Clerk
U. S. District Court

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

W. G. ARN, Complainant,	)	
vs.	)	
RAY M. DUNNETT, ANNABEL DUNNETT, DANIEL RAYMOND DUNNETT, JAMES G. CLOUD, OPERATORS OIL COMPANY, and THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, a corporation, Respondents.	)	No. 815 Equity

O R D E R

Now, on this 9th day of January, 1933, for good cause shown, the defendant The First National Bank and Trust Company of Tulsa is given 10 days from this date within which to answer the bill of complaint.

F. E. KENNAMER
Judge.

ENDORSED: Filed Jan 9 1933
H. P. Warfield, Clerk
U. S. District Court

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

W. G. ARN, Complainant,	)	
vs.	)	
OPERATORS ROYALTY AND PRODUCING COMPANY, a corporation, RAY M. DUNNETT, ANNABEL DUNNETT, DANIEL RAYMOND DUNNETT, JAMES G. CLOUD, JIM CLOUD, INC., a corporation, W. A. [illegible], JOHN M. [illegible], R B BRADSHAW, and THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, a corporation, Respondents.	)	No. 816 Equity

O R D E R

Now, on this 9th day of January, 1933, for good cause shown, the defendant, The First National Bank and Trust Company of Tulsa, is given 10 days from this date within which to answer the bill of complaint.

F. E. KENNAMER
Judge.

ENDORSED: Filed Jan 9 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until January 10, 1933.

EQUITY SESSION — DISTRICT OF OKLAHOMA, TULSA, OKLAHOMA — TUESDAY, JANUARY 10, 1933

Court convened pursuant to adjournment, Tuesday, January 10th, 1933.

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:

UTILITIES PRODUCTION CORP. A CORP.,	Plaintiff,	
-vs-		No. 560 - Equity.
CARTER OIL CO. A CORP.,	Defendant.	

Now on this 10th day of January, A. D. 1933, it is ordered by the Court, that decree for Plaintiff be entered, as per journal entry to be filed.

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

Wilson Clinton, an incompetent, by Cubah Clinton, his wife and next friend, and Cubah Clinton, for herself,	Complainants,	
vs.		No. 607 - Equity.
Dr. O. C. Coppedge and the Federal Surety Company, a corporation,	Respondents,	
Creekmore Wallace, Guardian Ad Litem, Tom Wallace, Creekmore Wallace and Wayne H. Lasater,	Relators.	

ORDER FIXING DATE FOR HEARING OF APPLICATION FOR PERMANENT RESTRAINING ORDER.

Now on this 10th day of January, 1933, an application for a temporary restraining order having been filed herein, and the court having read said application and being fully advised in the premises, orders that the said T. L. Smith, his agents, servants, attorneys and employees, be and they are hereby temporarily restrained and enjoined from interfering or molesting the complainants and relators and the officers of this court in the execution of the writs and orders of this court until the 16th day of January, 1933, at which time the said T. L. Smith, his agents, servants, attorneys and employees are hereby ordered to appear in this court and show cause why the temporary restraining order granted herein should not be made permanent.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Jan 10 1933
H. P. Warfield, Clerk
U. S. District Court

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

United States,	Plaintiff,	)
		)
vs.		) No. 675 Equity
		)
George G. LaMotte, et al,	Defendants.	)

PETITION FOR ALLOWANCE OF APPEAL

Comes now thw above named plaintiff, the United States, by Jno. M. Goldesberry, United States Attorney for the Northern District of Oklahoma, and A. E. Williams, Assistant United States Attorney for said district, under authority of the Attorney General of the United States, at the request of the Solicitor General of the United States, and feeling itself aggrived by the judgment and decree rendered by the Court in the above cause, on the 12th day of September, 1932, does hereby appeal from said decree to the Circuit Court of Appeals for the tenth because of the reasons set forth in its Assignment of Errors herein.

WHEREFORE, said plaintiff, the United States, prays that an appeal in the above cause be duly allowed.

JNO. M. GOLDESBERRY
United States Attorney

A. E. WILLIAMS
Assistant United States Attorney

The within and foregoing petition for appeal is hereby duly allowed this 10th day of January, 1933.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Jan 10 1933
H. P. Warfield, Clerk
U. S. District Court DC

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

United States,	Plaintiff,	)
		)
vs.		) No. 675 Equity
		)
George G. LaMotte, et al,	Defendants.	)

ORDER EXTENDING TIME IN WHICH TO PREPARE, SERVE AND FILE RECORD.

Now on this 10th day of January, 1933, the above named plaintiff, the United States, having filed its petition praying an appeal of the above cause to the Circuit Court of Appeals for the Tenth Circuit, and said appeal having been heretofore allowed, and it being shown to the Court that it is necessary that said plaintiff have an extension of time in which to prepare, serve and file a record in said cause, the Court finds that good and sufficient reason exists for such extension of time.

IT IS THEREFORE ORDERED by the Court that the plaintiff, the United States be, and hereby is allowed an extension of 90 days from this date in which to prepare, serve and filea record in said cause and lodge its appeal in the Circuit Court of Appeals for the Tenth Circuit.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Jan 10 1933
H. P. Warfield, Clerk
U. S. District Court DC

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

United States,	Plaintiff,	)
vs.		) No. 677 Equity
H. G. Burt, et al,	Defendants.	)

PETITION FOR ALLOWANCE OF APPEAL

Comes now the above named plaintiff, the United States, by Jno. M. Goldesberry, United States Attorney for the Northern District of Oklahoma, and A. E. Williams, Assistant United States Attorney for said District, under authority of the Attorney General of the United States, at the request of the Solicitor General of the United States, and feeling itself aggrieved by the judgment and decree rendered by the Court in the above cause, on the 12th day of September, 1932, does hereby appeal from said decree to the Circuit Court of Appeals for the Tenth Circuit, because of the reasons set forth in its Assignment of Errors herein.

WHEREFORE, said plaintiff, the United States, prays that an appeal in the above cause be duly allowed.

JNO. M. GOLDESBERRY
United States Attorney.

A. E. WILLIAMS
Assistant United States Attorney

The within and foregoing petition for appeal is hereby duly allowed this 10th day of January, 1933.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Jan 10 1933
H. P. Warfield, Clerk
U. S. District Court DC

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

United States, Plaintiff,

vs. No. 677 Equity ✓

H. G. Burt, et al, Defendants.

ORDER EXTENDING TIME IN WHICH TO PREPARE, SERVE AND FILE RECORD.

Now on this 10th day of January, 1933, the above named plaintiff, the United States, having filed its petition praying an appeal of the above cause to the Circuit Court of Appeals for the Tenth Circuit, and said appeal having been heretofore allowed, and it being shown to the Court that it is necessary that said plaintiff have an extension of time in which to prepare, serve and file a record in said cause, the Court finds that good and sufficient reason exists for such extension of time.

IT IS THEREFORE BY THE COURT ORDERED that the plaintiff, the United States, be and hereby is allowed an extension of 90 days from this date in which to prepare, serve and file a record in said cause and lodge its appeal in the Circuit Court of Appeals for the Tenth Circuit.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Jan 10 1933
H. P. Warfield, Clerk
U. S. District Court DC

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

CONSOLIDATED OIL CORPORATION, Complainant,

vs. In Equity No. 743 ✓

PRODUCERS AND REFINERS CORPORATION, Defendant.

ORDER NO. 23
(Ratifying Pooling Agreement Involving Creek County Lease)

Ancillary Receivers' Application No. 23 heretofore filed herein having been considered by the Court, it is

ORDERED that the Ancillary Receivers be, and they hereby are, authorized and empowered to enter into a Pooling Agreement with Sinclair Prairie Oil Company, Mid-Continent Petroleum Corporation and others who may own interests in oil and gas leases covering lands described as:

$E\frac{1}{2}$ $E\frac{1}{2}$ Section 30; $W\frac{1}{2}$ and $W\frac{1}{2}$ $E\frac{1}{2}$ Section 31, Township 14 North, Range 7 East, Creek County, Oklahoma.

IT IS FURTHER ORDERED that said Ancillary Receivers are authorized and empowered to assign unto the parties at interest oil and gas lease covering 120 acres in the $NE\frac{1}{4}$ of said

Section 29, 80 acres of which shall represent Ancillary Receivers' proportionate part of the cost of drilling the intial well thereon, and 40 acres of which shall represent Ancillary Receivers' proportionate fractional interest in and to said Pooling Agreement and in and to the production that may be obtained therefrom.

DATED this 10th day of January, 1933.

F. E. KENNAMER
Judge.

ENDORSED: Filed Jan 10 1933
H. P. Warfield, Clerk
U. S. District Court DC

FIDELITY NATIONAL BANK & TRUST CO., KANSAS CITY, A CORP, TRUSTEE, Plaintiff,

-vs-

No. 744 - Equity.

P. A. McNEAL, Defendant.

Now on this 10th day of January, A. D. 1933, it is ordered by the Court, that decree for Defendant be entered, as per journal entry, to be filed.

OIL WELL SUPPLY COMPANY, Plaintiff,

-vs-

No. 770 - Equity.

GRAY OIL CO. A CORP., ET AL, Defendants.

Now on this 10th day of January, A. D. 1933, it is ordered by the Court, that motion of Plaintiff to remand be, and it is hereby, sustained and said case is remanded to the District Court of Osage County, Oklahoma.

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

United States of America, Plaintiff,

vs.

Dean H. Showalter, 527 Sargent Street, Joplin, Missouri; Lelia V. Gregory, Baxter Springs, Kansas; Fred Vickery, Baxter Springs, Kansas; Ray L. Sullivan, Drug Store, Joplin, Missouri; Dean H. Showalter, Joplin, Missouri, Adm of the Estate of Clarias V. Showalter, surviving husband, and Reba Showalter, Joplin, Missouri, surviving daughter, heirs of Clarissa V. Showalter, deceased, Defendants.

No. 826 - Equity.

ORDER FOR ALIAS SUBPOENA OUTSIDE THE DISTRICT

Now, on this 10th day of January, 1933, it appearing to the Court that the defendants, Dean H. Showalter, Lelia V. Gregory, Fred Vickery, Ray L. Sullivan, Dean H. Showalter, Adm. of the

Estate of Clarissa V. Showalter, deceased, and Dean H. Showalter, Surviving husband, and Reba Showalter, surviving daughter, heirs of Clarissa V. Showalter, deceased, have not been served with process in the Northern District of Oklahoma, and it further appearing that the said defendants and each of them are outside the jurisdiction of this Court, but that service on them is proper under Section 118, U.S.C.A., it is ordered that alias subpoena in equity do issue from this Court against said defendants, and that same issue to the Western District of Missouri and the District of Kansas, made returnable twenty days from date of service.

F. E. KENNAMER
JUDGE.

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

ENDORSED: Filed Jan 10 1933
H. P. Warfield, Clerk
U. S. District Court DC

Court adjourned until January 12, 1933.

EQUITY SESSION TULSA, OKLAHOMA THURSDAY, JANUARY 12, 1933

Court convened pursuant to adjournment, Thursday, January 12th, 1933.

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.

Republic Rubber Company,	Plaintiff,	
vs.		Equity No. 614.
Skinner Brothers Belting Company,	Defendant.	

ORDER AUTHORIZING RECEIVER TO SELL AUTOMOBILES AT PRIVATE SALE.

On this day came on for hearing the application of E. B. Skinner, receiver, for an order authorizing him to sell at private sale to Amos Morris one model A, 1930 Ford Coupe for the price of $110.00, and to John Pettit one 1929 model Dodge Coupe for the price of $95.00. The court having considered said verified application and being advised in the premises is of the opinion the price offered is fair and reasonable for said automobiles and said application should be granted.

It is, therefore, ordered by the court that E. B. Skinner, receiver, be and he is hereby authorized and directed to sell the said automobiles to the parties herein named for the price herein set forth at private sale, and that the proceeds of said sale be accounted for by the receiver in his future report to the court.

Dated this 12 of January, 1932.

F. E. KENNAMER
Judge.

ENDORSED: Filed Jan 12 1933
H. P. Warfield, Clerk
U. S. District Court JCR

IN THE UNITED STATES COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

J. FRANKLIN TAUSCH, Complainant,

vs.

No. 684 Equity.

SUNRAY OIL COMPANY, and
SUNRAY OIL CORPORATION, Defendants.

O R D E R.

On this 12th day of January, 1933, 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 15th day of February, 1933, inclusive, within which to file any claim that it may now have, or any claim that, before the expiration of said additional time hereby granted, may accrue to it against the defendants herein, or either of them.

F. E. KENNAMER
United States District Judge.

O.K. HAGAN and GAVIN
Solicitors for Applicant

O.K. PAUL E. TALIAFERRO
Solicitors for Receiver

ENDORSED: Filed Jan 12 1933
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 SUNRAY OIL CORPORATION, Defendants.

O R D E R

Now on this 12th day of January, 1933, the petition of C. B. Wright, Receiver, with reference to the interest of the receivership estate in certain leasehold estates in Starr County, State of Texas, and the contract with reference thereto dated as of June 16, 1932, with Jim Cloud, Inc., coming on for hearing and the Court having considered said petition and having heard the statements and evidence thereon, finds that heretofore this Court authorized the execution by the Receiver herein of a contract with Jim Cloud, Inc., involving leasehold acreage in

Starr County, State of Texas, including the drilling of two test wells upon such acreage, and the ownership by the receivership estate of a certain proportion of the surrounding leasehold acreage, and that said contract was duly executed and is now in full force and effect; that the said Jim Cloud, Inc., after the execution of said above referred to contract, assigned and transferred all of said acreage to the Great Plains Oil & Gas Company, a Delaware corporation, which said corporation accepted the same with the knowledge of the existence of the contract between Jim Cloud, Inc., and said Receiver dated June 16, 1932, and assumed the obligations thereof; that the first test well provided under the terms of said contract has been commenced and it appears that such acreage may be productive of oil and/or gas; that the Receiver under said contract is obligated to permit the sale of a portion of the acreage at the prices provided for in said contract, the first $7,000.00 of the proceeds thereof to go to Jim Cloud, Inc., or its successors; that it appears that it would be for the best interest of the receivership estate for the interest of the receivership estate to be separated from the interest of the said Great Plains Oil & Gas Company, successor of Jim Cloud, Inc., and that the interest of the receivership estate in said leases should be an entire separate interest; that the Receiver has selected one thousand acres of said leases and has tentatively made and the parties have together, caused to be prepared, a contract with the said Great Plains Oil & Gas Company, successor to Jim Cloud, Inc., to amend the contract heretofore approved by this Court dated June 16, 1932, and a copy of said amending contract is attached to the petition herein; that it appears to the Court that it would be for the best interest of the receivership estate that said contract, copy of which is attached to the petition herein, to be executed, and that the same be, as provided therein, an amendment of the contract heretofore approved by this Court; It is therefore

ORDERED, ADJUDGED AND DECREED BY THE COURT that C. H. Wright, Receiver herein, be, and he is hereby authorized and directed to execute with the Great Plains Oil & Gas Company, a Delaware corporation, the contract amending the previous contract with Jim Cloud, Inc., dated June 16, 1932, relating to the Starr County, Texas, acreage, a copy of which said contract is attached to the petition filed herein, upon which this order if made.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Receiver shall cause to be executed to him good and proper assignments of the leases to be received by the receivership estate and that the Receiver from time to time may sell and dispose of such leases upon application to this Court, as the facts may in his best judgment justify.

IT IS FURTHER ORDERED BY THE COURT that upon the execution of said contract, copy of which is attached to the petition herein upon which this order is made, and receipt of good and sufficient assignments of said leases as provided therein, the contract of June 16, 1932, shall in all things be amended as provided therein.

Dated at Tulsa, Oklahoma, 12th day of January, 1933.

R. E. KENNAMER
UNITED STATES DISTRICT JUDGE.

ENDORSED: Filed Jan 12 1933
H. P. Warfield, Clerk
U. S. District Court

[illegible] EDWARD CALLISON, Plaintiff,

-vs- No. 716 - Equity.

W. L. DEAN, DEAN INVESTMENT CO., [illegible]
[illegible], Defendants.

Now on this 12th day of January, A. D. 1933, the above case is called for trial. Both sides present are announce ready for trial. Thereupon, opening statements of counsel are made and all witnesses are sworn in open court. The Plaintiff introduces evidence in proof with the

following witnesses: W. L. Callison, R. H. Webb, T. J. Dean. And thereafter, the Plaintiff rests. Thereupon, the Defendants demur to the evidence introduced herein which demurrer of Defendant Southern Mills & Manufacturing Company is, by the Court, sustained and Defendant Southern Mills & Manufacturing Company is permitted to sign answer on file. It is further ordered by the Court, that demurrer of Defendant T. J. Dean be, and it is hereby, sustained and said case is ordered, dismissed.

UNITED STATES OF AMERICA, Plaintiff,
-vs- No. 750 - Equity.
MARION L. PEASE, et al, Defendants.

Now on this 12th day of January, A. D. 1933, the above styled case is called. Both sides present and announce ready for trial. Opening statements of counsel are made and all witnesses are sworn in open court. Thereupon, the Defendants Move for dismissal herein. Thereafter, the Government introduces record evidence and rests. The Defendants introduce evidence and proof with the following witnesses: W. H. Rudrouff, J. B. Walker, and thereafter, both sides rest. Thereupon, it is ordered by the Court that Decree of foreclosure for Plaintiff, as prayed for in Bill, all as per journal entry to be filed. And thereafter, Glass & Stanford move for judgment herein, to which motion ruling is reserved.

UNITED STATES OF AMERICA, Plaintiff,
-vs- No. 777 - Equity.
ELEVOLENT PROTECTIVE ORDER OF ELKS, No. 946, et al, Defendants.

Now on this 12th day of January, A. D. 1933, it is ordered by the Court, that the above case be and it is hereby, dismissed upon payment of costs incurred herein, by defendant. It is further ordered that property be and it is hereby released, all on conditions that prohibiton officers be allowed, at any time, to have access to said building for investigation purposes.

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

Caroline L. Yeargain, et al., Complainants,
vs. No. 821 Equity.
Joseph D. Yeargain, et al., Defendants.

O R D E R

Upon application, the defendants Joseph D. Yeargain, Kathleen Yeargain, and Walter E. Steen are hereby granted ten days' additional time from this date [illegible] to move, plead or answer in the above cause.

Dated this 12th day of January, 1933.

[illegible]
United States Distrit Judge.

[illegible]: Filed Jan [illegible] 1933
[illegible], Clerk

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

Caroline L. Yeargain, et al., Complainants)
vs) No. 821 Equity
Joseph D. Yeargain, et al Defendants)

O R D E R

Now on this 12th day of January, 1933 upon application of the complainants it is ordered that complainants be permitted to submit interrogatories under Equity Rule 58 to be answered by Charles A. Neal as president and managing officer of the defendant, Security Bank and Trust Company, concerning all transactions to which said defendant was a party involving the partnership affairs of Joseph D. Yeargain and Scott A. Yeargain, the claimed indebtedness of said partnership to said defendant, and the transfer to said defendant of partnership property by the defendant, Joseph D. Yeargain.

F. E. KENNAMER
Judge.

ENDORSED: Filed Jan 12 1933
H. P. Warfield, Clerk
U. S. District Court

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

Caroline L. Yeargain, individually and as administratrix of the Estate of Scott A. Yeargain, deceased, et al, Complainants,) In Equity No. 821
vs.
Joseph D. Yeargain, et al, Defendants.)

O R D E R

For good cause shown it is hereby ordered that the defendant, The Midland Savings and Loan Company, a corporation, be and it hereby is given to and including the 6th day of February, 1933, to file answer herein to the bill of complaint.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Jan 12 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until January 13, 1933.

Court convened pursuant to adjournment, Friday, January 13th, 1933.

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:

WILSON CLINTON, INCOMPETENT, ET AL, Plaintiffs,

-vs- No. 607 - Equity.

O. C. COPPEDGE, ET AL, Defendants.

Now on this 13th day of January, A. D. 1933, it is ordered by the Court, that restraining order herein be continued in force until January 27, 1933. It is further ordered by the Court that application for permanent restraining order be, and it is hereby, set for hearing that date.

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

J. Franklin Tausch, Complainant,

vs

Sunray Oil Company and Sunray Oil Corporation, Defendants, IN EQUITY NO. 684

The American-First Trust Company in Oklahoma City, as trustee, Intervener,

and

Ray M. Dunnett, Intervener.

ORDER ALLOWING THE AMERICAN-FIRST TRUST COMPANY IN OKLAHOMA CITY TO FILE MOTION TO DISMISS AND RESPONSE TO BILL OF COMPLAINT OF RAY M. DUNNETT

Upon motion of The American-First Trust Company in Oklahoma City and stipulation between said Trust Company and Ray M. Dunnett, Intervener herein, whereby it is agreed between them that this order may be made, it is ordered that said Trust Company have leave forthwith to file its motion to dismiss and response to intervening petition of the said Ray M. Dunnett.

Dated: January 13th, 1933.

F. E. KENNAMER
District Judge.

ENTERED: Filed Jan 13 1933
H. P. Warfield, Clerk
U. S. District Court

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

J. Franklin Tausch, Complainant,

vs

Sunray Oil Company and Sunray Oil Corporation, Defendants,

The American-First Trust Company in Oklahoma City, as trustee, Intervener,

and

Ray M. Dunnett, Intervener.

IN EQUITY NO. 684

ORDER ALLOWING THE AMERICAN-FIRST TRUST COMPANY IN OKLAHOMA CITY TO FILE PETITION FOR LEAVE TO FILE BILL OF COMPLAINT FOR REFORMATION OF SINKING FUND AGREEMENT AND ALLOWING FILING OF SAID BILL OF COMPLAINT.

Upon presentation on the date herein last written to the court of the verified petition of The American-First Trust Company in Oklahoma City for leave to file bill of complaint for reformation of sinking fund agreement, and upon consideration upon said date of said petition, it appears to the court that due notice of presentation of said petition and of said Trust Company's application for leave to file said petition has been served upon the attorney of record of the defendant Sunray Oil Company and C. B. Wright, receiver, and that said Trust Company should be permitted to file said petition.

It is ordered that said Trust Company have leave forthwith to file said petition.

Upon consideration by the court upon said date of said petition and of the verified bill of foreclosure which said Trust Company in said petition prays leave to file, it appears to the court that due and proper notice of said thereof has been served upon the attorney of record of said Sunray Oil Company and said receiver, and that said Trust Company should be permitted to file said bill of complaint.

It is ordered that said Trust Company have leave forthwith to file said bill of complaint for reformation of sinking fund agreement.

Dated: January 13th, 1933.

F. E. KENNAMER
District Judge.

FILED: Filed Jan 13 1933
H. P. Warfield, Clerk
U. S. District Court

EQUITY SESSION — DISTRICT OF OKLAHOMA, TULSA, OKLAHOMA — FRIDAY, JANUARY 13, 1933

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

North American Life Insurance Company of Chicago, a corporation, and Edward Frolich, Complainants,

Vs.

Town of Kiefer, Creek County, Oklahoma, a municipal corporation, et al, Respondents.

No. 685 Equity.

D E C R E E

Now, on this 13th day of January, 1933, the same being a regular judicial day of a regular term of the above court, this cause comes on for hearing upon the complainants' Billof Complaint, and the Response filed herein, at which time the complainants appeared by their solicitors, Hayes, Richardson, Shartel, Gilliland & Jordan, and the respondents, Town of Kiefer, Creek County, Oklahoma, a municipal corporation, Alfred Neel, Lou Wilder and J. A. Yearger, members of the Board of Trustees of the Town of Kiefer, Creek County, Oklahoma, and Heath Brady, Treasurer of the Board of Trustees of the Town of Kiefer, Creek County, Oklahoma, appeared by their attorneys, L. O. Lytle and W. V. Pryor, and the respondents, W. C. Kohlenberg, C. N. Lee and Ben Braden, composing the Excise Board of Creek County, Oklahoma, appeared by their attorney, S. N. Cunningham, and all parties announcing ready, said matter being presented to the court, and the court, being fully advised in the premises, finds that the allegations contained in complainants' Bill of Complaint are true, and that the complainants are entitled to the relief prayed for in said Bill of Complaint. The court specifically finds that it has jurisdiction over this cause in equity, and that the assumption of such jurisdiction is not in violation of the Constitution of the United States.

The court further finds that complainants are entitled to a perpetual injunction against the Town of Kiefer, Creek County, Oklahoma, a municipal corporation, Alfred Neel, Lou Wilder and J. A. Yearger, the persons constituting the Board of Trustees of the Town of Kiefer, and Heath Brady, the present duly elected, qualified and acting Treasurer of the Board of Trustees of the Town of Kiefer, Creek County, Oklahoma, and their successors in office, and each of them, their agents, servants and employees, from committing a breach of the terms and conditions contained in the written contracts involved in this action, and described in the Bill of Complaint herein, and from depleting the monies on hand in the sinking fund and applying them to such sources so that the same will not be available for the payment of interest due, and becoming due, on said bonds and the principal thereof at maturity, and from asserting, in any manner, that the bonds are void, and from, in any manner, casting any further or additional clouds on complainants' title in and to their said bonds.

The court further finds that the complainants are entitled to a mandatory injunction against all the respondents in this action, and each of them, and their successors in office and their agents, servants and employees, compelling the, and each of them, to desist from casting any further or additional clouds on complainants' title of and to said bonds, and compelling said respondents, and each and all of them, and their successors in office, and their agents, servants and employes, to desist from refusing to perform in full their legal duties in the matter of making proper and certified statements of the estimated needs of the sinking fund required by law to be provided for sinking fund purposes to pay the interest on said bonds, and to create a fund to retire the principal thereof at maturity, and from failing and refusing to make such yearly appropriations for sinking fund purposes as are required by the statutes of the State of Oklahoma, and from, in any manner, refusing or failing to take such action, or take such steps, or failing to institute such proceedings, or proceedings, as may be required by law for the compelling of proper and the tax levies so made for said purpose.

It is now ORDERED AND DECREED as follows:

1. That the allegations contained in the Bill of Complaint herein, on behalf of complainants, are true and correct, and 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 bonds, set forth and described in the Bill of Complaint, so issued by the respondent, Town of Kiefer, Creek County, Oklahoma, is hereby quieted against all claims 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 of them, their agents, servants, employees and successors in office are hereby perpetually enjoined 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 the bonds are invalid and void.

4. That said respondents, and each and all of them, 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 the interest on said bonds and the principal thereof at maturity, and are further hereby enjoined and restrained from failing and refusing to perform, in full, their statutory duties in the matter of making yearly itemized statements of estimated needs of the amount required by law, and providing 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 from, in any manner or at any time, failing or refusing to take such action, or actions, in such proceeding or proceedings, as is by law provided, for the enforcement of the payment of such tax levies, to be made as herein specified; and they, and each of them, are hereby enjoined from failing or refusing to take such action, 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 to pay the interest coupons there to attached, at their maturity.

5. It is further ordered, adjudged and decreed that the respondent, Heath Brady, Treasurer of the Town of Kiefer, Creek County, Oklahoma, or his successor in office, is hereby enjoined from failing, or refusing, to pay out of available sinking fund monies all past due interest coupons detached from the bonds herein involved, from the date of their maturity to the date of payment, and from refusing to pay in full all subsequently maturing coupons out of available sinking fund monies created for such purpose, and is specifically enjoined and restrained from using the sinking fund of such town for the purchasing of claims or judgments, or from investing said funds in any other manner, so long as any interest coupons on the bonds remain due and unpaid.

6. It is further ordered, adjudged and decreed that the complainants herein recover of and from the respondents their costs herein expended.

Dated this 13 day of January, 1933.

R. E. KELLEY
United States District Judge.

O.K. HAYES RICHARDSON CHARTOT GILLILAND & JORDAN
Attorneys for Complainants.

J. M. PRYOR
S. M. CRUTCHER
Attorneys for Respondents

ENDORSED: Filed In Open Court
Jan 13 1933
H. P. Warfield, Clerk
U. S. District Court

EQUITY SESSION — DISTRICT OF OKLAHOMA, TULSA, OKLAHOMA — FRIDAY, JANUARY 13, 1933

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

NATHANIEL C. BARNES and METAL PRODUCTS COMPANY, Plaintiffs,

vs.

OKLAHOMA TIRE & SUPPLY COMPANY, Defendant.

Equity No. 703

O R D E R

This matter coming on for hearing on Motion of the plaintiffs to dismiss without prejudice and the Court being advised in the premises

IT IS HEREBY ORDERED that the above cause be dismissed without prejudice, with costs taxed against the plaintiffs.

Done at Tulsa, Oklahoma, this 13 day of January, 1933.

F. E. KENNAMER
J U D G E

APPROVED: SILVERMAN ROSENSTEIN & FIST
GEO. E. KIRK
Attorneys for Defendant.

ENDORSED: Filed Jan 13 1933
H. P. Warfield, Clerk
U. S. District Court

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

United States, Plaintiff,

vs.

John R. Rogers, Neppie Rogers, Imperial Cleaners (J. P. Gardner, Owner), E. E. Brenner, First National Bank of Pawhuska, J. B. Pickens, Robinson & Mc Donald, A. C. Seely, Jay Briscoe, W. F. Aaron, Dickason-Goodman Lumber Company, a corporation, Defendants.

No. 787 Equity.

JOURNAL ENTRY OF JUDGMENT

Now on this 13th day of January, 1933, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, Judge, and the United States appearing by A. L. Williams, Assistant United States Attorney for the Northern District of Oklahoma, Robinson & McDonald appearing by their attorney, Charles Gray, J. B. Pickens appearing by his attorney, Charles B. Wilson, Dickason-Goodman Lumber Company appearing by its attorney, O. B. Campbell, E. E. Brenner appearing by his attorney, H. R. Duncan, and the First National Bank of Pawhuska having heretofore filed its answer herein, failed to appear at the trial of said cause, and the defendants, John R. Rogers, Neppie Rogers, Imperial Cleaners, A. C. Seely, Jay Briscoe and W. F. Aaron, having failed to appear, answer or plead herein, are by the Court declared to be in default.

WHEREUPON, all parties present having announced ready for trial, and plaintiff having introduced its testimony in the form of the original note and mortgage sued upon, together with other evidence, and there being no objections to same, and the defendants, Robinson & McDonald, J. B. Pickens, H. H. Brenner and Dickason-Goodman Lumber Company having introduced their evidence by properly verified records in conformity with their several cross petitions, and all parties having rested, and the Court being fully advised in the premises, finds that the Bill of Complaint herein is true, and that plaintiff is entitled to judgment against the defendant John R. Rogers in the sum of $1111.03, with interest thereon at the rate of 7% per annum from June 20, 1932, and for the sum of $143.96, past due and unpaid taxes, with interest and penalties, as provided by law.

The Court further finds that plaintiff is entitled to judgment foreclosing the mortgage sued upon, and that if said judgment is not paid within six months from date hereof the mortgaged property be ordered sold to satisfy said indebtedness, said property being described as follows, to-wit:

> Southwest Quarter of Northeast Quarter; Southeast Quarter of Section Seven; and Northwest Quarter of Northwest Quarter of Section Eight, all in Township Twenty-Three , Range Four; and Southeast Quarter of Northeast Quarter of Section Twenty-five, Township Twenty-four, Range Nine, Osage County, Oklahoma.

The Court further finds that the cross-petitioners, Robinson & McDonald are entitled to a second lien on their cross-petition herein, against said premises, in the sum of $174.90, with interest at 6% per annum from July 29, 1930, and the sum of $7.60 court costs,.

The Court further finds that J. B. Pickens is entitled to a third lien of said property, on his cross petition herein, in the sum of $474.48, and costs in the sum of $10.90.

The Court further finds that the Dickason-Goodman Lumber Company is entitled to a fourth lien on said property, in accordance with its corss petition herein, in the sum of $254.42, with interest at 10% per annum from October 20, 1930, and $47.92 attorney's fees.

The Court further finds that H. H. Brenner is entitled to a fifth lien against said property, in accordance with his cross petition herein, in the sum of $1750.00, with interest at 6% per annum from May 21, 1931.

IT IS THEREFORE THE ORDER, JUDGMENT AND DECREE of the Court that the plaintiff, the United States, in its own behalf and in behalf of Isabel Rogers Liggett, Osage Allottee No. 2173, do have and recover of and from the defendant, John R. Rogers, the sum of $1111.03 together with interest thereon at the rate of 7% per annum from June 20, 1932, and the sum of $143.96, unpaid taxes, with interest and penalties, as provided by law, and for all costs of this suit.

IT IS FURTHER ORDERED by 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, under this judgment, according to law, the property hereinbefore described, the proceeds of said sale to be applied as follows:

> First - To the costs of said sale and this suit.
> Second - Payment to this plaintiff of the sum of $1111.03, with interest and taxes as herein shown.
> Third - The residue, if any there be, to be turned into this court to be applied on the claims of the following defendants as herein adjudged:

Robinson & McDonald, second lien in the sum of $174.90, with interest at 6 per annum from July 29, 1930, and $7.60 court costs.

J. B. Pickens, third lien in the sum of $474.48, and costs $10.90

Dickason-Goodman Lumber Company, fourth lien in the sum of $254.42, with interest at 10% per annum from October 20, 1930, and $47.92 attorney's fees.

H. H. Brenner, fifth lien in the sum of $1750.00, with interest at 6% per annum from May 21, 1931.

It is further ordered and adjudged that if the sale of said land does not bring a sufficient sum to satisfy plaintiff's judgment plaintiff have an execution for the unpaid balance.

It is the further order of the Court that John H. Vickrey be and he is hereby appointed Receiver in this cause, to take charge of the property described herein, collect the rents thereon until the sale thereof, or the satisfaction of said judgment, and report same into this court to await the further orders of the Court.

It is the further order and judgment of the Court that from and after the sale of the land hereinbefore described the defendants John R. Rogers, Nellie Rogers, Imperial Cleaners (J. P. Gardner owner), H. H. Brenner, First National Bank of Pawhuska, J. B. Pickens, Robinson & McDonald, A. C. Seely, Jay Briscoe, W. H. Aaron, Dickason-Goodman Lumber Company, a corporation, and all persons claiming by, through or under them since the commencement of this suit, be and they are forever barred from claiming any right, title, interest, equity or property 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 Jan 23 1933
H. P. Warfield, Clerk
U. S. District Court

REAL ESTATE MORTGAGE TRUST CO., Plaintiff,

-vs-

CYNTHIA T. AARONSON, ET AL, Defendants.

No. 795 - Equity.

Now on this 13th day of January, A. D. 1933, it is ordered by the Court, that decree be, and it is hereby, entered for Plaintiff, as per journal entry to be filed.

Court adjourned until January 16, 1933.

Court convened pursuant to adjournment, Monday, January 16th, 1933.

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

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

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

Erle V. Eby,	Complainant	
vs.		NO. 581 EQUITY. ✓
Monarch Royalty Corporation, et al,	Defendants.	
Villard Martin,	Receiver.	

O R D E R

On motion of Monarch Royalty Corporation by A. A. C. Malcolm, its president, it is by the Court

ORDERED that Villard Martin be and he is hereby allowed the sum of Five Thousand ($5,000.00) Dollars to apply on account of services rendered by him as attorney and as Receiver in connection with the receivership of the Monarch Royalty Corporation and its subsidiaries and the said Villard Martin as such Receiver is hereby authorized to pay himself the said sum out of any monies in his hands as Receiver.

ENTERED This 16th day of January, 1933.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed Jan 16 1933
H. P. Warfield, Clerk
U. S. District Court

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

United States of America,	Plaintiff,	
vs.		No. 666 Equity. ✓
Tony Rakick, E. L. Howie, Lizzie Coming, now Batt, and Frank W. Howie,	Defendants.	

JUDICIAL ENTRY OF JUDGMENT.

Now, on this 16th day of January, 1933, this cause coming 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, and said Court being regularly in session, the plaintiff appeared by J. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, Tony Rakick, E. L. Howie, Lizzie Coming, now Lizzie Batt, and Frank W. Howie, each having made default herein, appeared not; and it being shown to the Court that said parties have all been heretofore served with subpoena in equity within the Northern District of Okla oma

more than thirty days prior to this date, except the defendants Tony Rakick and Frank W. Howie, who are non-residents of the State of Oklahoma and have been regularly served by due and proper service by publication, as required by law, the first publication of which was more than thirty days prior to the date of Answer mentioned in said publication, and that all of said defendants have failed to appear to answer, demur, or offer any defense to the Bill of Complaint of the plaintiff in this cause, each and every one of them is adjudged by the Court to be in default.

The Court further finds that Dick Fencer is a half-blood Cherokee Indian, enrolled under No. M-4991, and that he was restricted and his allotment is under the supervision and control of the Secretary of the Interior of the United States.

The Court further finds that his homestead allotment is now located in Delaware County, Oklahoma, and is described as follows, to-wit:

> The Northeast Quarter (NE4) of the Northeast Quarter (NE4) of the Northeast Quarter (NE4) of Section Twenty-two (22); and the Northeast Quarter (NE4) of the Northwest Quarter (NW4) of the Northwest Quarter (NW4) of Section Seventeen (17); and the Southwest Quarter (SW4) of the Northwest Quarter (NW4) of the Northeast Quarter (NE4) of Section Twenty-nine (29), all in Township Twenty (20) North, Range Twenty-three (23) East;

and that the land which is involved in this suit and is a portion of the homestead allotment is described as follows, to-wit:

> The Northeast Quarter (NE4) of the Northeast Quarter (NE4) of the Northeast Quarter (NE4) of Section Twenty-two (22), Township Twenty (20) North, Range Twenty-three (23) East, Delaware County, Oklahoma.

The Court further finds that the said allottee, Dick Fencer, did, on or about September 1, 1928, make, execute, and deliver to one, Tony Rakick, a defendant in this case, a certain warranty deed attempting to convey all his interests in that portion of said land last above described; and the Court finds that said deed was not approved by the Secretary of the Interior of the United States, and is therefore null and void because of such lack of approval.

The Court further finds that said deed has been entered in record in Book 104, Page 428, in the County Clerk's office of Delaware County, Oklahoma, and that, because of said record, it is a cloud upon the title of the land of said allottee, Dick Fencer, and should be canceled and set aside and held for naught by this Court. Said deed is shown as Exhibit "C" to the Bill of Complaint.

The Court further finds that the defendant, E. L. Howie, claims some right, title, or interest in or to said land by right of a certain deed executed to him on May 4, 1926, by one, Lizzie Coming, now Lizzie Batt, and her husband, Eli Batt, which deed has been placed of record in Book 98, Page 117, in the County Clerk's office of Delaware County, Oklahoma, and that said deed has not received the approval of the Secretary of the Interior of the United States and is therefore null and void, and, because of such record, it is a cloud upon the title of the said allottee. A correct copy of said deed is shown in the Bill of Complaint in this cause and is marked Exhibit "D".

The Court further finds that the said Frank W. Howie claims some right, title, or interest in or to said land by right of a certain deed executed to him on or about August 26, 1927, by the defendants E. L. Howie and Bertha Howie; but the Court finds that said deed has not been approved by the Secretary of the Interior of the United States and is null and void as to the rights of said restricted allottee, and since said deed has been placed of record in Book 100, Page 391, of the Records of Delaware County, Oklahoma, that it is a cloud upon the title of said allottee in said land described in said deed. Said deed is shown as Exhibit "E".

The Court further finds that on or about May 4, 1926, the County Court of Delaware County, Oklahoma, on the application of Lizzie Coming, now Lizzie Batt, attempted to make a

purported approval of the conveyance by the said Lizzie Coming to E. L. Howie and entered an order approving said conveyance, but the Court finds that said conveyance, so approved by the said County Court, was void because it attempted to convey the restricted allotment of land of the said allottee, Dick Fencer, while the said Dick Fencer was still living, and that said deed should be canceled, set aside, and held for naught. Said deed is shown as Exhibit "F" in the Bill of Complaint in this cause, and recorded in Book 80, page 558, Delaware Co.

WHEREFORE, IT IS THE ORDER, JUDGMENT, AND DECREE OF THE COURT that all of said deeds, to-wit: Deed shown as Exhibit "C", recorded in Book 104, Page 428, of the County Clerk's office of Delaware County, Oklahoma; deed shown as Exhibit "D", recorded in Book 98, Page 117, of the County Clerk's office of Delaware County, Oklahoma; deed shown as Exhibit "E", recorded in Book 100, Page 391, of the County Clerk's office of Delaware County, Oklahoma; and deed shown as Exhibit "F", recorded in Book 80, Page 558, of the County Clerk's office of Delaware County, Oklahoma, be and they are hereby canceled, set aside, and held for naught, and the title to the said above-described land and all of the allotment of the said Dick Fencer is hereby quieted in the name of the said Dick Fencer, and each and every one of the said defendants, Ton Rakick, E. L. Howie, Lizzie Coming, now Lizzie Batt, and Frank W. Howie, is hereby perpetually enjoined from claiming any rights, title, interest, estate, property, 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 In Open Court
Jan 16 1933
H. P. Warfield, Clerk
U. S. District Court

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

United States,	Plaintiff,	)
vs.		) No. 683 Equity
L. O. Gibson, R. J. Hobbs and Charles Hastings,	Defendants.	)

JOURNAL ENTRY

Now on this 16th day of January, 1933, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, Judge presiding, and the plaintiff appearing by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, L. O. Gibson, R. J. Hobbs and Charles Hastings, each having heretofore been regularly served with subpoena in equity more than 30 days prior to this date, and having failed to make appearance, file an answer or in any way set up any defense to the Bill of Complaint herein, and plaintiff having heretofore taken judgment Pro Confesso against all of said defendants more than 30 days prior to this date, the Court finds that each of said defendants are in default; and plaintiff having announced ready for trial presents in open court its evidence, being the lease and the several deeds sought to be canceled, as set out in the Bill of Complaint, and the Court being advised in the premises, finds that George Raper is a full-blood restricted Cherokee Indian, enrolled opposite No. 7524, and a ward of this plaintiff. That as such restricted Indian he was granted a homestead allotment deed No. 6456, covering the following described land, located in Craig County, Oklahoma, to-wit:

The North Half of the Southwest Quarter of the Northwest Quarter; Southwest Quarter of the Southwest Quarter of Northwest Quarter of Section Twelve, Township Twenty-five, Range Twenty-one.

That he was also granted an allotment deed covering the following described land, located in Craig County, Oklahoma, to-wit:

Northwest Quarter of Southwest Quarter; Southeast Quarter of Southwest Quarter of Northwest Quarter of Section Twelve, Township Twenty-five, Range Twenty-one; Southwest Quarter of Southeast Quarter of Section Thirty Five, Township Twenty-two, Range Twenty - two.

and that the restrictions have never been removed from any of said above described land.

The Court further finds that on July 28, 1928, the said allottee, George Raper, without the approval of the Secretary of the Interior, made, executed and delivered to Charles Hastings an agricultural lease for a period of five years from date, which included the Southwest Quarter of the Northwest Quarter of Section Twelve, Township Twenty-five, Range Twenty-one, which is a portion of the homestead allotment of said allottee, and that said allottee could not give a lease on his said homestead or any portion thereof for a period exceeding one year from date, without the approval of the Secretary of the Interior, and that the portion of said lease covering said homestead is void and should be canceled and set aside.

The Court further finds that on June 19, 1926, the said George Raper and his wife, Jennie Raper attempted to convey by warranty deed their title and interest in a portion of the land described in said allotment deeds to L. O.Gibson, the land in said purported warranty deed being described as follows, to-wit:

Southwest Quarter of Northwest Quarter; Northwest Quarter of Southwest Quarter of Section Twelve, Township Twenty-five, Range Twenty-one, in Craig County, Oklahoma,

and that on August 28, 1926, the said L. O. Gibson attempted to convey by warranty deed the above described land to R. J. Hobbs, and the Court finds that the deed now showing the title to said land in the said R. J. Hobbs is void, but because it is a cloud upon the title of the said allottee, George Raper to his said homestead, said deed should be canceled, set aside and held for naught.

IT IS THEREFORE THE ORDER AND JUDGMENT OF THE COURT that the lease executed by George Raper to Charles Hastings under date of July 28, 1928, in so far as it affects the Southwest Quarter of the Northwest Quarter of Section Twelve, Township Twenty-five, Range Twenty-one, Craig County, Oklahoma, be and same is hereby set aside and held for naught.

IT IS THE FURTHER ORDER AND JUDGMENT OF THE COURT that the deed executed by George Raper and Jennie Raper to L. O. Gibson on June 19, 1926, and the deed executed by L. O. Gibson to R. J. Hobbs August 28, 1926, are both void for the reason that they have never been approved by the Secretary of the Interior, and they are hereby canceled, set aside and held for naught.

IT IS THE FURTHER ORDER OF THE COURT that Charles Hastings, as to his agricultural lease on the Southwest Quarter of the Northwest Quarter of Section Twelve, TownshipTwenty-five, Range Twenty-one, and L. O. Gibson and R. J. Hobbs, and each of them are forever barred from claiming any right, title, interest, equity or property in or to said land or any part thereof, mentioned in said lease and in said deeds of conveyance, and particularly the

Southwest Quarter of Northwest Quarter; and Northwest Quarter of Southwest Quarter of Section Twelve, Township Twenty-five, Range Twenty-one, Craig County, Oklahoma,

or any part thereof, and that the title in and to said land is hereby quieted in the name of the said allottee, George Raper, Cherokee No. 7524.

F. E. KENNAMER
JUDGE

A.T. A. E. WILLIAMS
Assistant United States Attorney

ENDORSED: Filed In Open Court
Jan 16 1933
H. P. Warfield, Clerk
U. S. District Court

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

J. [illegible] HAMILTON, Complainant)
)
vs.) In Equity No. 684
)
SUNRAY OIL COMPANY [illegible])
OIL CORPORATION, Defendants.)

O R D E R

Now on this 16th day of January, 1933, the petition of C. E. Wright, Receiver herein, for allowance as part of the Receivership Expense of the Sunray Oil Corporation of a bill for fees and expenses since the receivership of Prentice, Collins and Dwight, attorneys of New York City, in the case of W. D. Hamilton vs. Sunray Oil Corporation, pending at the time of the appointment of the Receiver herein in the Supreme Court of New York County, being presented to the Court and the Court having heard the evidence thereon and being advised finds that the said fees and expenses are reasonable; that the same were incurred as a part of the administration of the Receivership Estate of the Sunray Oil Corporation; that the same should be allowed as a part thereof and that the receiver should be directed to pay same from any funds in his hands as Receiver of the Sunray Oil Corporation; it is, therefore,

ORDERED, ADJUDGED AND DECREED that the bill for fees and expenses of Messrs. Prentice, Collins and Dwight, attorneys in New York City, in the sum of $514.85 against the Sunray Oil Corporation, covering all charges of said attorneys since the appointment of the Receiver herein of the said corporation in the cause of W. D. Hamilton vs. the said corporation in the Supreme Court of New York County, New York, be and the same is hereby allowed and the Receiver is hereby ordered and directed to pay the same as a part of the expenses of the Receivership Estate in protecting and saving for the assets of the said Receivership Estate of the Sunray Oil Corporation.

Dated this 16th day of January, 1933.

[illegible]
United States District Judge.

[illegible]: Filed Jan 16 1933
H. P. Warfield, Clerk
U. S. District Court

UNITED STATES OF AMERICA, Plaintiff,

-vs-

GEORGE E. TUCKER, SARAH A. TUCKER, NICHOLAS A. T. TUCKER, R. W. TUCKER, W. C. TUCKER, JESSIE M. PETERS, OSAGE STATE BANK, CITIZENS NATIONAL BANK and ROBINSON & McDONALD. Defendants.

No. 691 - Equity.

Now on this 16th day of January, A. D. 1933, it is ordered by the Court that the above styled cause be, and it is hereby, dismissed, upon payment of costs by Defendants.

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

United States of America, Plaintiff,

vs.

D. E. Johnson and Orie Johnson, Defendants.

No. 706 Equity.

JOURNAL ENTRY OF JUDGMENT.

Now, on this 16th day of January, 1933, 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, and the plaintiff being represented by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants and each of them having heretofore been served with due and proper subpoena in equity more than sixty days prior to this date, and there having been an order pro confesso against each of said defendants more than thirty days prior to this date, and each of said defendants having made default and failed to appear or answer or set up any defense in said cause for judgment not being given against them, and plaintiff having announced ready for trial, the Court adjudges that each of said defendants are in default herein; and the plaintiff having introduced its evidence of a note and mortgage sued upon in this cause, and the evidence of the plaintiff having been examined by this Court, and the Court being fully advised in the premises, the Court finds the issues in favor of the plaintiff and against the defendants, and that the plaintiff is entitled to judgment against the defendant, D. E. Johnson, on the note sued upon in this cause in the sum of $5,952.45, with interest thereon at the rate of 7% per annum from January 1, 1932, until paid, and for all costs of this case.

The Court further finds that the plaintiffis entitled to judgment of foreclosure on the land described in said Bill of Complaint, to-wit:

> Lots One (1), Three (3) and Four (4) and the East Half (E2) of the Southeast Quarter (SE4) of Section Seven (7); and Lots One (1) and Four (4) and the West Half (W2) of the Northeast Quarter (NE4) and the Southeast Quarter (SE4) of the Northwest Quarter (NW4) of Section Eighteen (18), all in Township Twenty-three (23) North, Range Six (6) East, Osage County, Oklahoma, containing about 320 acres,

and orders said land sold if said indebtedness and interests and costs are not paid at the expiration of six months from the date of this judgment, and proceeds of said sale to apply to the satisfaction of said indebtedness.

The Court further finds that the plaintiff is entitled to a Receiver in said cause for the purpose of having rents collected from said premises and impounded, to be applied on said indebtedness as the Court may hereafter order.

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 Fannie Lasley, Restricted Osage Allottee No. 164, do have and recover judgment against the defendant, D. E. Johnson, in the sum of $5,952.45, with interest thereon from January 1, 1932, until paid, and for all costs of this suit.

IT IS FURTHER ORDERED AND ADJUDGED that if said indebtedness is not paid at the expiration of six months from the date of this judgment, 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 levy upon, advertise, and sell the real estate heretofore described and use the proceeds to apply on said indebtedness, as follows:

(1) To the payment of the costs of said sale and of this suit;

(2) To the payment of the amount due the plaintiff herein adjudged.

(3) If there be any residue of said proceeds after the payments as indicated above, the said Marshal shall return the same 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 realestate under order of this Court as herein adjudged, the said defendants, D. E. Johnson and Orie Johnson, and each of them and all persons claiming by, under, or through them, their respresentatives, and assigns, since the announcement of this suit, be, and they are, forever barred and foreclosed from any right, title, or interest to said land or any part thereof.

IT IS FURTHER ORDERED AND ADJUDGED that John H. Vickrey be, and he hereby is, appointed Receiver in this cause, and he is directed to take charge of said real estate and collect rents thereon and impound the same, and hold them to be applied on said indebtedness, or until the further order of this Court.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Jan 17 1933
H. P. Warfield, Clerk
U. S. District Court

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

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

O R D E R

NOW on this 14th day of January, 1933, on application of the defendant,

IT IS ORDERED that further action herein be and it is hereby reserved by the Court for an additional period of thirty days from this date.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed Jan 16 1933
H. P. Warfield, Clerk
U. S. District Court

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

United States,	Plaintiff,	)
vs.		) No. 753 Equity
Jane Osborn and T. W. Osborn,	Defendants.	)

JOURNAL ENTRY

Now on this 16th day of January, 1933, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, Judge presiding, and the plaintiff being represented by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and it appearing that an Order Pro Confesso was taken herein against the defendants, Jane Osborn and T. W. Osborn more than 30 days prior to this date, each of said defendants having been regularly served with subpoena in equity more than 60 days prior hereto, and neither of said defendants having made an appearance herein, answered or pleaded to the Bill of Complaint in this cause, they are by the Court declared to be in default.

And plaintiff having announced ready for trial, and having introduced its evidence in open court and presented its exhibits to the Court, and the Court being fully advised in the premises, finds that plaintiff is entitled to judgment as prayed in its Bill of complaint herein.

IT IS THEREFORE THE ORDER AND JUDGMENT OF THE COURT that the plaintiff, in its own behalf and in behalf of John Kenny, restricted Osage Allottee No. 257, do have and recover of and from the defendants, Jane Osborn and T. W. Osborn the sum of $2080.00, with interest at 7% per annum from June 16, 1932, taxes in the sum of $132.86, with interest and penalties, and all costs of this suit. And that plaintiff is entitled to have the mortgage herein foreclosed and said property sold at the expiration of six months from date of this judgment, if same is not paid, the proceeds of said sale to be applied on said indebtedness.

IT IS FURTHER ORDERED that if said judgment is not satisfied within 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, without appraisement, the land described in the mortgage herein, as follows, to-wit:

All of Lot Two, Block Ninety, original townsite of Pawhuska, Osage County, Oklahoma,

the proceeds of said sale to be applied as follows:

First - To the cost of said sale and this suit.
Second - To the payment of said judgment in the sum of $2080.00, with interest at 7% per annum from June 16, 1932, until paid.
Third - The payment of delinquent taxes in the sum of $132.86, with interest and penalties.

The residue, if any there be, to be turned into this court, to await the further orders of the Court.

IT IS FURTHER ORDERED that from and after the sale of said land under this judgment, the defendants, Jane Osborn and T. W. Osborn, and all persons claiming under them since the commencement of this suit, be, and they are forever barred from claiming any right, title interest, estate or equity in or to said land, or any part thereof.

IT IS FURTHER ORDERED that John H. Vickrey, be, and he is hereby appointed Receiver in this cause, to take charge of said property, collect the rents thereon during the pendency of this suit, and report same into this court, to await the further orders of the Court.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Jan 17 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until January 17, 1933.

EQUITY SESSION TULSA, OKLAHOMA TUESDAY, JANUARY 17, 1933

Court convened pursuant to adjournment, Tuesday, January 17, 1933.

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

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

IN THE DISTRICT COURT OF THE UNITED STATES IN [illegible]
DISTRICT OF OKLAHOMA

[illegible], Complainant)
)
vs.) IN [illegible]
)
[illegible])
[illegible], Defendants.

ORDER AUTHORIZING RECEIVER TO EXECUTE OIL [illegible]
[illegible] TO SINCLAIR PRAIRIE OIL COMPANY

This cause [illegible] to be heard on the application of the Receiver [illegible] for [illegible] to execute an oil and [illegible] Prairie Oil Company, on the lands described as follows:

[illegible] (NW) of Section 1[illegible], [illegible]
[illegible] Oklahoma

all according to a copy of said proposed oil and gas mining lease attached to the application filed herein by the Receiver, and the Court being fully advised in the premises, it is hereby

ORDERED, ADJUDGED AND DECREED by the Court that the Receiver herein be and he is hereby authorized and directed to execute an oil and gas mining lease covering the undivided interest of the receivership estate in and to the lands described above, to the Sinclair Prairie Oil Company, all inform and according to the terms and conditions of the copy of the proposed oil and gas mining lease attached to the application of the Receiver filed herein.

Dated this 17th day of January, 1933.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Jan 17 1933
H. P. Warfield, Clerk
U. S. District Court

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

United States,	Plaintiff,	
vs.		No. 735 Equity
Mona F. Pappin and Joseph L. Pappin,	Defendants.	

JOURNAL ENTRY

Now on this 17th day of January, 1933, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, Judge presiding, and plaintiff being present by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and it appearing that an Order Pro Confesso was taken herein more than 30 days prior to this date, against the defendants, Mona F. Pappin and Joseph L. Pappin, each of whom has been served with subpoena in Equity more than 60 days prior to this date, and neither of whom has appeared, or claimed any right, title or interest in or to the land involved herein, nor denied the execution of the instruments sued upon, and are by the Court declared to be in default.

And plaintiff having announced ready for trial, and having introduced its evidence in open court, and presented its exhibits in said cause, and the Court being fully advised in the premises, finds that plaintiff is entitled to judgment as prayed in the Bill of Complaint herein.

IT IS THEREFORE THE ORDER AND JUDGMENT OF THE COURT that the plaintiff, the United States, in its own behalf and in behalf of Joseph Revelette, restricted Osage Allottee No. 1736, do have and recover of and from the defendants Mona F. Pappin and Joseph L. Pappin the sum of $3894.25, with interest at 7% per annum from March 20, 1931, taxes in the sum of $169.60, and all costs of this suit, and that plaintiff is entitled to have the mortgage herein foreclosed and said premises sold at the expiration of six months from date of this judgment, if same is not paid, the proceeds of such sale to be applied to the satisfaction of said indebtedness.

IT IS FURTHER ORDERED that if said defendants fail to pay said indebtedness within 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, without appraisement, the land described in the mortgage herein, as follows, to-wit:

Lots Three, Four and Five; Southeast Quarter of Northwest Quarter of Section Eighteen, Township Twenty-nine, Range Ten; Lot Two of Section Fifteen, Township Twenty-nine, Range Twelve, Osage County, Oklahoma,

the proceeds of said sale to be applied as follows:

First - to the cost of said sale and this suit.
Second - To the payment of said indebtedness in the sum of $3894.25 with interest at 7% per annum from March 20, 1932, until paid.
Third - The payment of delinquent taxes in the sum of $169.60, with interest and penalties.

The residue, if any there be, to be turned into this court to await the further order of the Court.

IT IS FURTHER ORDERED that from and after the sale of said land under this judgment, the defendants Mona F. Pappin and Joseph L. Pappin 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.

IT IS FURTHER ORDERED that John H. Vickrey, be and he is hereby appointed receiver in this cause, to take charge of said property, collect the rents thereon during the pendency of this suit, and report same into this Court to await the further orders of the Court.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Jan 17 1933
H. P. Warfield, Clerk
U. S. District Court

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

FIDELITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY, TRUSTEE, Plaintiff,

vs.

P. A. McNEAL, Defendant.

In Equity, No. 744.

D E C R E E

Now on this 17th day of January, 1933, this cause came on for hearing, the plaintiff, Fidelity National Bank and Trust Company of Kansas City, Trustee, appearing by its attorneys, Bowersock, Fizzell & Rhodes and Roscoe E. Harper, and the defendant, P. A. McNeal, appearing by his attorneys, Powell Clayton and G. G. Hilford.

Thereupon, the plaintiff, Fidelity National Bank and Trust Company of Kansas City, Trustee, by its attorneys, and the defendant, P. A. McNeal, appearing in person and by his attorneys, now answer ready for trial, and this cause is submitted to the Court upon the pleadings, the evidence and the arguments of counsel, and the Court having duly considered the same and being fully advised in the premises, IT IS ORDERED, ADJUDGED and DECREED as follows:

That from the evidence introduced upon behalf of the plaintiff and from the evidence introduced upon behalf of the defendant, the plaintiff is not entitled to the return of the Special Assessment Certificates described in its bill of complaint, and

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the bill of complaint of plaintiff be and the same is hereby dismissed for want of equity and that the defendant recover his costs herein.

F. E. KENNAMER
Judge.

O.K. CLAYTON, for Plff.

ENDORSED: Filed Jan 17 1933
H. P. Warfield, Clerk
U. S. District Court

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

Marian S. Kerr, Administratrix, with will annexed of the Estate of A. T. W. Kerr, deceased, Plaintiff,

vs.

Alexander H. Kerr & Company, Inc., Kerr Glass Manufacturing Corporation, Ruth Kerr, J. A. Bernier and C. H. Hubbard, Defendants.

No. 794 Equity
818 Equity
Consolidated

ORDER CONTINUING RESTRAINING ORDER AND APPLICATION FOR HEARING ON TEMPORARY INJUNCTION.

This matter coming on for hearing before me, the undersigned, Judge of the District Court of the United States for the Northern District of Oklahoma, the court being advised in the premises;

IT IS THE ORDER OF THIS COURT that the restraining order heretofore granted in this cause, be and it is hereby continued for a period of ten (10) days from this date; and likewise the application for temporary injunction be continued for the same period. To all of which the defendants except.

Dated this 17th day of January, 1933.

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

ENDORSED: Filed Jan 17 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until January 18, 1933.

Court convened pursuant to adjournment, Wednesday, January 18th, 1933.

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

ORDER AUTHORIZING RECEIVER'S CERTIFICATES.

This cause coming on to be heard this 18th day of January, upon the application of the receiver herein for instructions concerning issuance of receiver's certificates, and the parties hereto appearing by counsel of record, and the Court being advised in the premises, finds

That on the 19th day of December, 1932, in the United States District Court for the Western District of Missouri, the jurisdiction in which a receiver in this cause for the defendant company was first appointed, and the jurisdiction in which the principal place of business and the executive offices of the defendant company are located, an order was entered authorizing the issuance of receiver's certificates herein.

WHEREFORE, in conformity to said order, it is

ORDERED, ADJUDGED and DECREED:

That the receiver be, and he is hereby, authorized, subject to the limitations hereinafter stated, to issue receiver's certificates in the principal total amount of Sixty Thousand Dollars ($60,000.00), said certificates to bear interest at not to exceed six per cent per annum, payable quarterly; which said certificates shall constitute a first and prior lien upon all of the property and assets of the defendant corporation and the income therefrom; and said certificates shall be prior to any final allowance to be made herein to the receiver or his counsel, but not prior to such allowances on account as may be made from time to time to the receiver and his counsel, and said certificates shall be prior to the claims of all creditors and parties interested.

It is further ordered that the receiver may presently negotiate, issue and deliver the principal amount of Thirty Thousand Dollars ($30,000.00) of said certificates, and that the remainder of the certificates hereby authorized be reserved and withheld subject to the further orders of this court, and that in no event shall any certificates of the authorized amount be issued or negotiated in any manner whatsoever, or any claim thereunder created, without the consent and approval of the holder or holders of the said Thirty Thousand Dollars ($30,000.00) in certificates presently to be issued. It is further ordered that the Thirty Thousand Dollars ($30,000.00) in amount of receiver's certificates presently to be issued as aforesaid may be issued and delivered by the receiver to Commerce Trust Company of Kansas City, Missouri, to evidence the indebtedness of the receiver to said Commerce Trust Company for a loan by said Commerce Trust Company to said receiver in said amount of Thirty Thousand Dollars; and the receiver is hereby authorized to agree with said Commerce Trust Company upon the maturity or serial maturity of said certificates, and to fix such date or dates therefor as in the opinion of the receiver shall be advisable, and to which said Commerce Trust Company may agree. Upon the maturity of said certificates or any of them, the receiver may negotiate for and agree upon a

renewal thereof or extension of the time of payment, and for such purposes the receiver may, with the consent and approval of the holder or holders of all of the outstanding receiver's certificates, issue new certificates out of the total issue hereby authorized, solely for the purpose, however, of effecting such renewal or extension of time of payment.

F. E. KENNAMER
District Judge.

ENDORSED: Filed Jan 18 1933
H. P. Warfield, Clerk
U. S. District Court

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

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

TO: HENRY WILLIAMS AND ALICE WILLIAMS, his wife:-

O R D E R

Upon application of Mrs. M. E. Dent, special agent of the court in the operation and management of the Cheyenne Arms Apartments at 1210 South Cheyenne, Tulsa, Oklahoma, it is made to appear that you were formerly employed as servants in said apartment by the said Mrs. M. E. Dent as special agent in operating said apartment under the direction of this court. It is further made to appear in said application that their services were not satisfactory and she had good reason to discharge each of you and that she did so on yesterday, the 17th day of this month, in the performance of her duty under the direction of this court and that notwithstanding you were discharged you continued to occupy the room for servants in said apartment and thereby interferred with the operation of said apartment by the said manager Mrs. M. E. Dent under the direction of this court.

Therefore you and each of you are hereby directed and ordered to vacate said room immediately upon service of a copy of this order upon you and on your failure to so do then to appear before this court and show cause why you have continued to occupy the room in said apartment and thereby interfere with the operation of said apartment by the agent of this court, and why you should not be punished for contempt of court.

F. E. KENNAMER
District Judge.

ENDORSED: Filed Jan 18 1933
H. P. Warfield, Clerk
U. S. District Court

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

United States, Plaintiff,
vs. No. 769 Equity
H. K. Curtis, et al, Defendants.

ORDER OVERRULING MOTION TO DISMISS.

Now on this 6th day of January, 1933, this cause came on regularly to be heard in open court, before Honorable F. E. Kennamer, Judge, on motion of the defendants to dismiss plaintiff's Bill of Complaint and Supplemental Bill of Complaint, and the Court having heard the argument of counsel, and being fully advised in the premises, overrules said motion, to which ruling of the Court defendants except, and exceptions are allowed, and defendants are allowed 10 days to plead or 15 days to answer herein.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Jan 18 1933
H. P. Warfield, Clerk
U. S. District Court

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

United States, Plaintiff,
vs. No. 778 Equity
E. C. Mullendore, Jr., et al, Defendants.

ORDER OVERRULING MOTION TO STRIKE CROSS BILL

Now on this 6th day of January, 1933, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, Judge, on the motion of plaintiff to strike the defendants' cross bill in their answer; and the Court having heard the argument of counsel, and being fully advised in the premises, overrules said motion, to which ruling of the Court plaintiff excepts and exceptions are allowed, and plaintiff is allowed 15 days to reply herein.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Jan 18 1933
H. P. Warfield, Clerk
U. S. District Court

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

Caroline L. Yeargain, et al.,	Plaintiffs,	No. 821 Equity.
-vs-		
Joseph D. Yeargain, et al.,	Defendants.	
J. E. McGhee,	Intervener.	

O R D E R

This cause coming on to be heard upon application of J. E. McGhee doing business as Miami Service Shop, intervener in this suit to be made a party-defendant and the petition having been duly considered and it appearing to the court that the said J. E. McGhee doing business as Miami Service Shop, is entitled to intervener in said suit.

IT IS, THEREFORE, considered, ordered, adjudged and decreed by the court that J. E. McGhee doing business as Miami Service Shop, petitioner, has leave to intervene in said suit and to that end may appear in said suit within 5 days from the date of this order in the same manner and with like effect as if named in the original bill as a party-defendant. This order to be without prejudice to any proceedings heretofore had in this cause.

DATED THIS 18th day of January, 1933.

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

ENDORSED: Filed Jan 18 1933
H. P. Warfield, Clerk
U. S. District Court DC

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

JAMES G. STEESE, as Sole Ancillary Receiver for the White Oak Corporation, a corporation,	Plaintiff,	No. 822, Equity.
vs.		
LOUIS W. PRATT, THE EXCHANGE NATIONAL BANK OF TULSA, Oklahoma, a National Banking Association, et al.,	Defendants.	

O R D E R

IT IS ORDERED That the defendant, THE EXCHANGE NATIONAL BANK OF TULSA, Oklahoma, do have until the 28th day of January, 1933, within which to plead herein.

F. E. KENNAMER
United States Judge.

O.K. WIPSON, MAREY & HOLLEMAN
ENDORSED: Filed Jan 18 1933
H. P. Warfield, Clerk
U. S. District Court

---------- Court adjourned until Jan 19, 1933.

EQUITY SESSION — TULSA, OKLAHOMA — THURSDAY, JANUARY 19, 1933

Court convened pursuant to adjournment, Thursday, January 19, 1933.

Present: Hon. R. 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

The Equitable Life Assurance Society of the United States, a corporation,	Plaintiff,	
vs.		No. 817 In Equity.
Clara M. Schmitt, Pearl Schmitt, and Lola M. Miller, also known as Mrs. Flo Miller,	Defendants.	

O R D E R

Pursuant to stipulation this day filed, and by agreement of all parties,

IT IS ORDERED AND ADJUDGED, AS FOLLOWS:

The Equitable Life Assurance Society of the United States, a corporation, is hereby released and discharged from any and all further liability to any person whomsoever under and by virtue of insurance policy No. 2135954;

The Clerk of this Court is directed to deliver to Randolph, Rever, Shirk & Bridges attorneys of record of said The Equitable Life Assurance Society of the United States, his voucher for $25.00 docket fee deposited by The Equitable Life Assurance Society of the United States and for $75.00 as attorneys' fee, and said policy of insurance No. 2135964.

Done this 19th day of January, 1933.

R. E. KENNAMER
District Judge.

O.K. RANDOLPH R VER SHIRK & BRIDGES
Attorneys for Plaintiff

LOUIS P. LANE
Attorney for Pearl Schmitt.
C. WAYNE STEVENS
BIDDISON CAMPBELL BIDDISON & CANTRELL
Attorneys for Clara M. Schmitt.

The above policy received this January 19th, 1933.
Richard K. Bridges

ENDORSED: Filed Jan 19 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until January 20, 1933.

Court convened pursuant to adjournment, Friday, January 20th, 1932.

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

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

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

Now on this 20th day of January, A. D. 1933, the above styled case is called for trial. Both sides present and announce ready for trial. All witnesses are sworn in open court and opening statements of counsel are made. The Plaintiff introduces evidence and proof with the following witnesses: C. Y. Smith, E. H. Herndon, G. A. Goins, Mr. Swan. And thereafter, the Plaintiff rests. Thereupon, the noon hour having arrived, court is recessed to 1:30 o'clock P.M.

And thereafter, at 1:30 o'clock P.M., on this same day, court is again in session. All parties present as heretofore. The Defendant introduces evidence and proof with the following witnesses: K. K. Seahr, H. Rickman, Jno. Vincent, Mr. Frost, Dwight Mitchell, H. H. Stoup, L. A. Sharp. And thereafter, the Defendant rests. Thereafter, the Plaintiff demurs to the evidence of Defendant as to cross petition, which demurrer is by the Court overruled and exception allowed. Thereafter, the Plaintiff offers in rebuttal testimony of Major Swann and Mr. R. R. Barton. Thereafter, both sides rest. Thereupon, the Defendant moves for judgment herein on question of infringement. And thereafter, the hour for adjournment having arrived, it is ordered by the Court that said case be continued to January 21, 1933 at 9:30 A. M. for further hearing.

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

United States of America, Plaintiff,
vs. No. 756 Equity.
William D. Gray, Defendant.

ORDER APPOINTING RECEIVER

Now, on this 20th day of January, 1933, appeared in Court the plaintiff, by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and the defendant, William D. Gray, by his attorney, Eben L. Taylor, and, on the request of the plaintiff herein, as set out in this Bill of Complaint that a receiver be appointed in this cause and by consent of the defendant that the funds to be hereafter accumulated from the oil runs on the premises sought to be foreclosed in this cause should be impounded and entrusted to the care of the Court under a receiver appointed by the court, it further appearing to the Court that H. . James is a fit and proper person to be appointed Receiver of said property and collect and impound the income therefrom during the pendency of this action, and the Court being advised that there will be no expense incident to such receivership except the actual expense incident to the field work on said lease by the regular employees thereon, and being fully advised in the premises, and the parties in open court having consented to such appointment, the Court finds that the appointment of Receiver should be made as requested.

IT IS THEREFORE THE ORDER, JUDGMENT AND DECREE OF THE COURT that . . James, a fit and proper person, be, and he hereby is, appointed Receiver in this cause, to take and hold

possession of the

3/16 of the working interest in oil mining lease covering the SE/4 of Section 34, Township 24, Range 8, and

An undivided 1/4 of the working interest in oil mining lease covering the NE/4 and NW/4 of Section 3, Township 23, Range 8, all located in Osage County, Oklahoma,

and that said Receiver be, and he hereby is, ordered to collect and impound the proceeds of all oil rungs on said oil leases during the pendency of this suit, and to report the same to this Court as the Court may hereafter order, to be distributed under the order of the Court.

IT IS THE FURTHER ORDER OF THE COURT that there be no expense attached to this receivership, as such, except the expense incident to operating the oil runs on said leases during the pendency of this suit and the existenceof this receivership.

F. E. KENNAMER
JUDGE.

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

EBEN L. TAYLOR and F. A. BODOVITZ
Eben L. Taylor, Attorney for the Defendant.

ENDORSED: Filed In Open Court
Jan 20 1933
H. P. Warfield, Clerk
U. S. District Court

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

Cheyenne Arms Apartments, Inc., et al.,	Plaintiffs,	No. 791 Equity.
-vs-		
Standish Hall, et al.,	Defendants.	

O R D E R

Now on this the 6th day of January, 1933 came on to be heard in regular order the motion of the defendant Standish Hall to dismiss this cause for lack of jurisdiction; both plaintiffs and defendants appearing by counsel the court finds said motion is not well taken and thus hereby over-rules the same.

It is therefore considered, ordered and adjudged by the court that the motion of the defendant Standish Hall to dismiss this cause for lack of jurisdiction is in all things over-ruled and the defendant is hereby given an exception.

Whereupon the court of its own motion, for the purpose of trial, hereby consolidates this cause and cause No. 708 Equity, Standish Hall, Trustee, et al., vs. Knight Realty Company, et al., and strikes said cause No. 708 Equity from the assignment as set on the 11th of this month. Counsel for the defendant Standish Hall suggests to the court that the Cheyenne

Arms Apartments, Inc., should be made a party defendant in cause No. 708 Equity. Counsel for plaintiffs herein consents to make the appearance for said Cheyenne Arms Apartments, Inc., without the issuance of subpoena herein within five (5) days after the said Cheyenne Arms Apartments, Inc., is made a defendant in said cause No. 708 Equity and the said Cheyenne Arms Apartments, Inc., is granted thereafter fifteen (15) days within which to answer in cause No. 708 Equity and the defendant Standish Hall is granted fifteen (15) days thereafter in which to answer the bill of complaint in this cause.

F. E. KENNAMER
DISTRICT JUDGE.

ENDORSED: Filed Jan 20 1933
H. P. Warfield, Clerk
U. S. District Court JIR

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

LEWIS HEISLER BALL and CHESTER H. LOVELAND, Receivers appointed by the District Court of the United States for the District of Delaware, for WESTERN CONTINENTAL UTILITIES, INC., a corporation of the State of Delaware, Plaintiffs,) No. 803 In Equity.

vs.

SOUTHWESTERN STATES TELEPHONE COMPANY, a corporation created by and existing under the laws of the State of Delaware, Defendant.

ORDER EXTENDING TIME WITHIN WHICH TO FILE INVENTORY

AND NOW, TO-WIT, on this the 20th day of January, A. D. 1933, came on to be heard the application of Lewis Heisler Ball and Chester H. Loveland as receivers for the above named defendant, for an order allowing to them thirty days in addition to the time heretofore fixed by this Court within which they may file an inventory of the properties coming into their possession as such receivers.

And it appearing to the Court that said application should be in all things granted.

Now, therefore, it is Ordered, adjudged and decreed that the said receivers may have and are hereby given thirty days in addition to the time heretofore fixed by this Court within which they will file an inventory of the properties coming into their possession as such receivers.

F. E. KENNAMER
Judge.

ENDORSED: Filed Jan 20 1933
H. P. Warfield, Clerk
U. S. District Court JE

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

United States of America,	Plaintiff,	
vs.		No. 828 Equity.
Dean H. Showalter, et al,	Defendants.	

ORDER FOR CONTINUANCE AND RETAINING RESTRAINING ORDER.

Now, on this 20th day of January, 1932, the date on which the Restraining Order, issued January 10, 1933, was set for hearing, it appearing to the Court on recommendations of A. E. Williams, Assistant United States Attorney, that the attorneys for the defendants in this cause have requested that said cause be continued until Thursday, February 2, 1933, pending adjustment of the settlement between the Skelton Lead and Zinc Company and the defendants in this cause, and on recommendations of the Secretary of the Interior for adjustment of same, and all parties being willing to agree to said continuance, and that the Restraining order heretofore issued on January 10, 1933, be continued in full force and effect as originally ordered, and that all of said defendants be restrained as originally ordered in said Restraining Order until February 2, 1933 or the further order of this Court, and the Court, being fully advised in the premises, grants said request for continuance of said cause and the continuance in force of said Restraining Order.

IT IS THEREFORE THE ORDER OF THE COURT that this cause be, and the same hereby is, continued to February 2, 1933, on the hearing of the Restraining Order heretofore set for this date, and that the Restraining Order issued in this cause by this Court on January 10, 1933, be, and the same hereby is, continued until February 2, 1933, and is by the Court ordered to remain in full force and effect as against all of said defendants in this cause, restrainingthem, their agents and employees, and anyone acting under or through them, from conducting mining operations in the shafts now located on or on any portion of the land described in the original Restraining Order herein of January 10, 1933, until the further order of this Court, as herein indicated.

F. A. KENNAMER
JUDGE.

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

ENDORSED: Filed In Open Court
Jan 20 1933
H. P. Garfield, Clerk
U. S. District Court

Court adjourned until January 21, 1933.

Court convened pursuant to adjournment, Saturday, January 21st, 1933.

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 OF AMERICA FOR THE NORTHERN DISTRICT OF OKLAHOMA.

Clarissa V. Showalter, Plaintiff, vs. New Chicago Mines Corporation, a corporation, E. C. Abernathy, Joplin Foundry Company, a corporation, Mine and Mill Supply Company, a corporation, S. E. Henderson, J. B. Myres, William Vandever, John Golden, and Roy Shoopman, and George Payton, Sheriff of Ottawa County, Oklahoma, Defendants.	No. 544 Equity.

ORDER OF REVIVOR

This matter coming on to be heard upon the motion of Dean K. Showalter, as administrator, of the estate of the plaintiff Clarissa V. Showalter, to revive the judgment and decrees heretofore rendered in this cause and all proceedings herein in the name of said administrator; and the court having examined the verified motion of said administrator and being fully advised in the premises, finds;

- 1 -

That on the 22nd day of January, 1931, judgment and decree was rendered herein in favor of the plaintiff Clarissa V. Showalter and against the defendant New Chicago Mines Corporation for the sum of $5,575.41, and for a lien upon the property described in said judgment and decree; that thereafter and on September 26, 1932, upon the issues raised by Amended Supplemental Bill filed by said plaintiff and the answers of the additional defendants, a decree was rendered by this court fixing the priority of liens claimed by plaintiff and the various defendants; that pending the determination of the issues under said Amended Supplemental Bill, the defendant New Chicago Mines Corporation was adjudged bankrupt, and subsequent to said decree of September 26, 1932, the said plaintiff herein filed her claim with the referee in bankruptcy; that on November 29, 1932, plaintiff Clarissa V. Showalter died leaving an estate subject to administration, and movant Dean K. Showalter was appointed administrator of her estate on December 9, 1932, by the County Court of Ottawa County, Oklahoma, and duly qualified as such administrator, and is now the duly appointed, qualified and acting administrator of said estate; that the judgment rendered herein in favor of the plaintiff has not been paid and the lien decreed to the plaintiff has not been satisfied, and that movant as administrator of plaintiff's estate has succeeded to all the rights of said plaintiff in and to said judgment and decrees and said claim in bankruptcy and is entitled to have same revived in his name as administrator, that Clara Valliere Showalter, Clarissa V. Showalter and Clarissa Valliere Showalter was one and the same person.

It is, therefore, ORDERED, ADJUDGED and DECREED by the court that the judgment and decree rendered herein on January 22, 1931, and the decree rendered herein on September 26, 1932, and all proceedings in this cause, be and the same are hereby revived in the name of Dean K. Showalter, as administrator of the estate of Clarissa V. Showalter, deceased, and that said Dean K. Showalter be and he is hereby vested with the full benefit, rights and protection of said judgment and decrees heretofore rendered to, with full power to enforce the said judgment and decrees and prosecute said claim in bankruptcy, as against all of the defendants herein, and

each of them, in all particulars, as fully and completely as the said Clarissa V. Showalter could have done.

Dated this 21 day of January, 1933.

J. E. KENNAMER
Judge

ENDORSED: Filed Jan 21 1933
H. P. Warfield, Clerk
U. S. District Court JTR

MEXIA PLANING MILL CO. A CORP., Plaintiff,

-vs- No. 602 - Equity.

H. RICHMAN, Defendant.

Now on this 21st day of January, A. D. 1933, the above styled case comes on for continuance of hearing. All parties present as heretofore. Thereupon, J. R. Stone is sworn and makes statement. And thereafter, after being fully advised in the premises, it is ordered by the Court that decree for Defendant be entered and that Bill of Plaintiff be, and the same is hereby dismissed. It is further ordered that judgment be entered for Defendant on cross petition for $3500.00, all as per journal entry to be filed. Plaintiff excepts.

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

FIDELITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY, TRUSTEE, Plaintiff,

vs. In Equity, No. 744.

P. A. McNEAL, Defendant.

ORDER ALLOWING APPEAL.

The petition of Fidelity National Bank and Trust Company of Kansas City, Trustee, heretofore filed herein, praying for the allowance of an appeal to the United States Circuit Court of Appeals for the Tenth Circuit from the decree and order made and entered herein on the 17th day of January, 1933, holding that plaintiff, as Trustee, was not entitled to the return of the securities described in its bill in equity and dismissing plaintiff's bill, coming on for hearing, and it appearing to the Court that there has been filed with said petition for appeal an assignment of errors, setting forth the errors asserted and intended to be urged.

IT IS ORDERED, ADJUDGED and DECREED that an appeal be and the same is hereby allowed to said petitioner to the United States Circuit Court of Appeals for the Tenth Circuit as prayed and that a transcript of the record, proceedings, testimony, evidence and papers upon which said decree and order was made, duly authenticated, be transmitted to said United States Circuit Court of Appeals according to law.

IT IS FURTHER ORDERED that petitioner's bond on appeal be fixed at the sum of

Three Hundred Dollars ($300.00), and that said bond be filed within ten days from the date of this order.

J. C. WILLIAMS
Judge.

Dated this 21 day of January, 1933.

endorsed: Filed Jan 21 1933
H. P. Garfield, Clerk
U. S. District Court

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

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

JOURNAL ENTRY

On this 21st day of January, 1933, this cause came on for hearing on the motion of F. A. Gillespie & Sons Company, and on the motion of Bernard A. Gillespie to require the plaintiff to make its Bill more specific, definite and certain, and the plaintiff appeard by A.L. Williams, Assistant United States District Attorney, and the defendants above named appeared by their attorneys, Randolph, Haver, Shirk & Bridges. The court having heard and considered arguments of counsel and being fully advised finds that each of said motions should be overruled.

IT IS THEREFORE CONSIDERED and adjudged that the motion of F. A. Gillespie & Sons Company to require the plaintiff to make its Bill more specific, definite and certain should be and it is hereby overruled, to which action of the court in overruling its said motion said defendant excepts and exception is allowed.

IT IS FURTHER considered and adjudged that the motion of B. A. Gillespie to require the plaintiff to make its Bill more specific, definite and certain should be and it is hereby overruled, to which action of the court in overruling his said motion, said defendant B. A. Gillespie excepts and his exception is allowed.

IT IS FURTHER considered and adjudged that each of said defendants be and they are hereby given five days within which to plead further, or ten days within which to answer said Bill.

J. C. WILLIAMS
District Judge.

ENDORSED: Filed Jan 24 1933
H. P. Garfield, Clerk
U. S. District Court

Court adjourned until January 23, 1933.

Court convened pursuant to adjournment, Monday, January 23, 1933.

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

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

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

THE OSAGE OIL & REFINING COMPANY, a corporation, Plaintiff,

vs.

MATIE ALLROD, HERMAN ALLROD, R. O. DIXON, J. R. HOSKINS, CONTINENTAL OIL COMPANY, a corporation of the State of Maine, CONTINENTAL OIL COMPANY, a corporation of the State of Delaware, and FIRST NATIONAL BANK in Bartlesville, Oklahoma, a corporation, Defendants.

No. 222 Equity.

ORDER PERMITTING AMERICAN SURETY COMPANY OF NEW YORK TO INTERVENE.

NOW on this the 21 day of JANUARY, 1933, upon the verified petition of American Surety Company of New York, a corporation, to intervene herein,

IT IS BY HIM HEREBY ORDERED, ADJUDGED and DECREED that said petition be granted, and that said petitioner be and it hereby is authorized and permitted to file its Bill of Intervention in this cause, with leave to plead to all other Bills of Intervention and adverse claims, and participate in said cause with the same rights and privileges and upon the same basis as the other parties thereto, provided, however, that said intervention shall be in subordination to and in recognition of the propriety of the main proceeding in this cause.

IT IS FURTHER BY THE COURT ORDERED, ADJUDGED and DECREED that the other parties to this cause shall have ten (10) days from this date in which to move for the dismissal of said Bill of Intervention, if they so desire.

EDGAR S. VAUGHT
District Judge.

FILED: Filed Jan 23 1933
H. P. Warfield, Clerk
U. S. District Court

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

Oil Well Improvements Company, Plaintiff,

vs.

Skinner Brothers Refining Company, Defendant.

No. 272 Equity.

ORDER ALLOWING PLAINTIFF TO DISMISS.

On application of the defendant and for good cause shown, it is ordered by the Court that the defendant be permitted to withdraw permanently from the files of this case all exhibits introduced by the defendant at the trial.

Dated this the 23rd day of January, 1933.

F. E. KENNAMER
Judge.

Received Jan 23, 1933 Defendants Exhibits #'s 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 23.

JOE T. DEWBERRY

ENDORSED: Filed Jan 23 1933
H. P. Warfield, Clerk
U. S. District Court JWR

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

United States,	Plaintiff,	
vs.		No. 750 Equity
Marion H. Pease, Ballard Stanford, E. D. Waugh, Meritt J. Glass, Rito Ramirez, Hominy Motor Company, Dr. Robert B. Witcher, Otis Hopper and Chas. R. Gray,	Defendants.	

JOURNAL ENTRY OF JUDGMENT.

Now on this 12th day of January, 1933, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, Judge, and the plaintiff, the United States, appearing by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, Ballard Stanford and Meritt J. Glass being present in person and by their attorney Phil W. Davis, Jr., the defendant, Chas. R. Gray being present in person, the Hominy Motor Company being present by its attorney, Chas. R. Gray, and the defendants, Marion H. Pease and Dr. Robert B. Witcher having been regularly served with subpoena in equity more than 30 days prior to this date, and having failed to appear, answer or plead herein, are by the Court adjudged to be in default. Said cause is dismissed as to the defendant, E. D. Waugh and continued for service as to the defendants Rita Ramirez and Otis Hopper; and the plaintiff and all parties present having announced ready for trial, whereupon; the Court having heard the evidence of the plaintiff and the evidence of the answering defendants, and the argument of counsel, finds that the plaintiff, the United States, in its own behalf and in behalf of Willie L. Rogers, restricted Osage Allottee No. 2133, is entitled to judgment against the defendant, Marion H. Pease, in the sum of $5258.44, with interest thereon at the rate of 7% per annum from May 8, 1932, and $385.41, unpaid taxes, with interest and penalties, as provided by law.

The Court further finds that plaintiff is entitled to judgment foreclosing the mortgage sued upon herein, and if the judgment herein is not paid at the expiration of six months from date thereof, to have the land covered by said mortgage sold to satisfy said indebtedness, said land being described as follows, to-wit:

The Southwest Quarter and South Half of South Half of Southeast Quarter of Southeast Quarter; and North Half of Southeast Quarter of Southeast Quarter of Southeast Quarter of Section Five; South Half of Southeast Quarter of Section Eight; Northwest Quarter of Section Nine, all in Township Twenty, Range Twelve,

Osage County, Oklahoma

The Court reserves its finding and judgment as to whether or not the defendants, Meritt J. Glass and Ballard Stanford are liable for the payment to the plaintiff of any balance remaining unpaid after the sale of the above described land, and reserves its finding and judgment as to whether or not said defendants, Meritt J. Glass and Ballard Stanford are liable to the Hominy Motor Company as pleaded in its cross petition herein.

The Court further finds that the Hominy Motor Company is entitled to a second lien on the land described herein on its cross petition and proof, in the sum of $519.98, with interest thereon at the rate shown in said cross petition, for attorney's fees in the sum of $75.00 and $28.40 costs.

The Court further finds that the defendant, Chas. H. Gray is entitled to a third lien on said property, in the sum of $180.00, with interest at 6% per annum, as set out in its cross petition herein, and for the sum of $19.55 costs.

IT IS THEREFORE THE ORDER, JUDGMENT AND DECREE of the Court that the plaintiff, the United States, in its own behalf and in behalf of its said ward, Willie L. Rogers, Osage Allottee No. 2133, do have and recover of and from the defendant, Marion H. Pease, the sum of $5258.44 with interest at the rate of 7% per annum from May 8, 1932, until paid, and for the sum of $385.41, unpaid taxes, with interest and penalties, as provided by law, and for all costs of this suit.

It is the further order and judgment of the Court that if said judgment is not paid at the expiration of six months from date thereof, 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, without appraisement, according to law, the land hereinbefore described, the proceeds of said sale to be applied as follows:

First - Payment of costs of sale and this suit.
Second - To the satisfaction of the judgment of plaintiff, with interest and taxes.
Third - The residue, if any there be, to be turned into this Court, to be applied on the claim of the Hominy Motor Company as adjudged herein, and to the claim of Chas. H. Gray, as adjudged herein, in the order named.
Fourth - The residue, if any there be after payment of the above claims, to be turned into this court to await the further orders of the Court.

It is further ordered, adjudged and decreed that John H. Vickrey be and he is hereby appointed Receiver in this cause, to take charge of the property described herein, collect the rents thereon until after the sale thereof, and report same into this Court to await the further orders of the Court.

It is further ordered that from and after the sale of said property, the defendants, Marion H. Pease, Ballard Stanford, Chas. H. Gray, Meritt J. Glass, Hominy Motor Company, Dr. Robert B. Fitcher, and each of them, be, and they are forever barred from claiming any right, title, interest, equity or estate in or to said property, or any part thereof.

F. E. KENNAMER
JUDGE

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

APPROVED: Filed Jan 28 1935
H. P. Garfield, Clerk
U. S. District Court

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

REGULAR SESSION — TULSA, OKLAHOMA — MONDAY, JANUARY 28, 1935

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

United States, Plaintiff,

vs. No. 810 Equity

Guy W. Bennett, and United States Fidelity & Guaranty Company, Defendants.

ORDER OF DISMISSAL

Now on this 22nd day of January, 1935, on application of the plaintiff herein, the above cause is hereby dismissed, without prejudice, in order that plaintiff may file said cause on the Law Docket.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Jan 28 1935
H. P. Warfield, Clerk
U. S. District Court

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

Caroline L. Yeargain, et al., Complainants,

vs. No. 811 Equity.

Joseph D. Yeargain, et al., Defendants.

O R D E R

Upon application, the defendant Walter M. Steen is hereby granted fifteen days additional time from Jan. 27th within which to move, plead, or answer in the above cause.

Dated this 28 day of January, 1935.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Jan 28 1935
H. P. Warfield, Clerk
U. S. District Court

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

Caroline L. Yeargain, et al.,	Complainants,	
vs.		No. 821 Equity
Joseph D. Yeargain, et al.,	Defendants.	

O R D E R

Upon application, the defendants Joseph D. Yeargain and Kathleen Yeargain are hereby granted ten days' additional time from this date within which to move, plead, or answer in the above cause.

Dated this 23 day of January, 1933.

F. E. KENNAMER
United States District Judge.

FILED: Filed Jan 23 1933
H. P. Garfield, Clerk
U. S. District Court

Court adjourned until January 24, 1933.

EQUITY SESSION TULSA, OKLAHOMA TUESDAY, JANUARY 24, 1933

Court convened pursuant to adjournment, Tuesday, January 24th, 1933.

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

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

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

DONALD D. BURCH,	Plaintiff,	
vs.		No. 597 - Equity. ✓
BAKER OIL TOOLS, INC.,	Defendant.	

FINAL DECREE

On this 21st day of January, 1933, pursuant to former order herein, this cause came on for final determination and decree upon the findings and interlocutory decree hereinbefore entered and on the proofs heretofore considered and upon the bill of plaintiff and the answer and cross-bill of defendant. The plaintiff appeared by his solicitors of record and defendant appeared by its solicitors of record. Upon consideration of the pleadings, proofs, the interlocutory decree and findings hereinbefore entered and made and the accounts herein filed and submitted by defendant, the defendant refiles and tenders to the court is requests for special findings of fact and conclusions of law which were heretofore filed on the 30th day of October, 1932, and then requested of the court, and upon consideration of said requested special findings of fact and conclusions of law the court doth overrule, deny and refuse each of said requests, to which action and ruling of the court as to each of such requests the defendant excepts, and exceptions in its behalf are hereby allowed.

It is by the court hereby CONSIDERED, ORDERED, ADJUDGED AND DECREED, as follows:

1. That the word "licensee" appearing in paragraph designated "8" of the original license agreement entered into between plaintiff, Donald D. Burch, as licensor and defendant, Baker Oil Tools, Inc., then called Baker Casing Shoe Company, under date of June 30, 1927, be, and the same is hereby, reformed to be and read "licensor".

2. That the true intent and meaning of said license agreement of June 30, 1927, between the parties aforesaid as to paragraph numbered "11" thereof is hereby adjudged and decreed to be that the "licensee", being the defendant herein, shall have the option of cancelling said agreement upon the terms and conditions in said paragraph 11 of said contract stated, set forth and described. To which portion of this decree plaintiff excepts and exception in his behalf is hereby allowed.

3. That the aforesaid license agreement between the parties hereto be, and the same is hereby cancelled, set aside and for naught held as of date of September 12, 1932. To which portion of this decree the plaintiff excepts and exception in his behalf is hereby allowed. Defendant further excepts to the court's order fixing the date of termination of said contract as of September 12, 1932, instead of properly as of May 19, 1931.

4. That the plaintiff, Donald D. Burch, have and recover hereof of and from the defendant, Baker Oil Tools, Inc., as and by way of royalty upon cement float collars manufactured and sold by defendant, the sum of $32,104.10, with interest at the rate of 6% per annum upon the said sum last above stated, as follows, to-wit:

Upon $20,381.90 thereof from October 20, 1930, until paid;
Upon $1254.00 thereof from October 20, 1930, until paid;
Upon $2536.20 thereof from January 20, 1931, until paid;
Upon $1694.90 thereof from April 20, 1931 until paid;
Upon $1837.20 thereof from July 20, 1931, until paid;
Upon $1322.20 thereof from October 20, 1931, until paid;
Upon $827.50 thereof from January 20, 1932, until paid;
Upon $741.90 thereof from April 20, 1932, until paid;
Upon $683.80 thereof from July 20, 1932, until paid;
Upon $874.50 thereof from October 20, 1932, until paid.

Defendant excepts separately to the decree of the court insofar as it awards recovery to the plaintiff for royalty upon cement float collars, and to the action of the court in finding the amount to be $32,104.10, and to the action of the court in allowing interest upon the amounts above specified from the date above specified and such exceptions are allowed.

5. That plaintiff, Donald D. Burch, have and recover of and from defendant, Baker Oil Tools, Inc., as and by way of royalties due plaintiff under the contract aforesaid upon cement float shoes manufactured and sold by defendant, the sum of $26,336.30, with interest thereon at the rate of 6% per annum until paid, as follows, to-wit:

Upon $1108.20 thereof from October 20, 1930, until paid;
Upon $879.10 thereof from January 20, 1931, until paid;
Upon $3804.40 thereof from April 20, 1931, until paid;
Upon $4031.30 thereof from July 20, 1931, until paid;
Upon $2960.00 thereof from October 20, 1931, until paid;
Upon $3798.10 thereof from January 20, 1932, until paid;
Upon $2114.00 thereof from April 20, 1932, until paid;
Upon $3041.10 thereof from July 20, 1932, until paid;
Upon $2109.90 thereof from October 20, 1932, until paid.

The defendant excepts separately to the decree of the court insofar as it awards recovery to the plaintiff for royalty upon cement float shoes, and to the action of the court in finding the amount to be $26,336.30, and to the action of the court in allowing interest upon the amounts above specified from the dates above specified, and such exceptions are allowed.

6. That the cross-bill of defendant herein filed be, and the same is hereby, denied and dismissed. To which defendant excepts and exception in its behalf is hereby allowed.

7. That plaintiff, Donald D. Burch, have and recover of and from defendant, Baker Oil Tools, Inc., the costs of this suit taxed in the sum of $216.90, inclusive of the sum of $172.50 by him laid out in the preparation of transcript of the testimony in this cause received and by the court directed to be prepared. To which part of this decree the defendant excepts and exception in its behalf is hereby allowed.

8. That execution issue hereon as above decreed and adjudged.

[illegible]
Judge.

ENDORSED: Filed Jan 24 1933
H. P. Warfield, Clerk
U. S. District Court ME

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

[illegible] G. ARN,	Complainant,	
-vs-		No. 815 Equity. ✓
RAY M. DUNNLEY, et al.,	Respondents.	

O R D E R

Upon application of the complainant he is hereby granted leave to file a supplemental bill herein and making additional parties respondents, copy of which to be served upon opposing counsel.

[illegible]
DISTRICT JUDGE.

ENDORSED: Filed Jan 24 1933
H. P. Warfield, Clerk
U. S. District Court

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

[illegible] G. ARN,	Complainant,	
-vs-		No. 816 Equity. ✓
Operators Royalty and Production Company, a corporation, et al.,	Respondents.	

O R D E R

Upon application of the complainant he is hereby granted leave to file a supplemental bill herein, copy of which to be served upon opposing counsel.

DISTRICT OF OKLAHOMA

EQUITY SESSION — TULSA, OKLAHOMA — TUESDAY, JANUARY 24, 1933

This January 24th, 1933.

J. L. KENNAMER
DISTRICT JUDGE.

ENDORSED: Filed Jan 24 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until January 25, 1933.

EQUITY SESSION — TULSA, OKLAHOMA — WEDNESDAY, JANUARY 25, 1933

On this 25th day of January, A. D. 1933, court convened pursuant to adjournment.

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

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

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

J. Franklin Tausch,	Complainant,	
vs.		No. 684 - Equity. ✓
Sunray Oil Company and Sunray Oil Corporation,	Defendants.	

O R D E R

WHEREAS, the Hartford Accident & Indemnity Company, pursuant to an indemnity agreement executed by Sunray Oil Company, executed a certain surety bond for said Sunray Oil Company, in the amount of $100,000.00, and,

WHEREAS, the liability of the said Hartford Accident & Indemnity Company on said bond is in dispute, and,

WHEREAS, the question of its liability has not been finally determined,

IT IS, THEREFORE, ORDERED by this court that the Hartford Accident & Indemnity Company have six (6) months from this date, unless otherwise ordered by this court, within which to file its claim, if any it may have, against Sunray Oil Company with the receiver thereof.

Dated this 25 day of January, 1933.

J. L. KENNAMER
United States District Judge.

O.K. PAUL A. WALKENBACH
Attorney for Receiver of Sunray Oil Co.

ENDORSED: Filed Jan 25 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until January 27, 1933.

Court convened pursuant to adjournment, Friday, January 27, 1933.

Present: Hon. [illegible] Kennamer, Judge, U. S. Dist. Court.
H. F. Garfield, Clerk, U. S. District Court.

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

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

THE BROWN-CRUMMER INVESTMENT COMPANY, Complainant,)
vs.) No. 598 - Equity. ✓
THE TOWN OF SIXBY, OKLAHOMA, et al, Defendants.)

ORDER PERMITTING DEFENDANTS, J. F. PAUTIER, L. [illegible] MORRIS, W. L. SHANER, BROKEN ARROW BUILDING AND LOAN ASSOCIATION, [illegible] E. COPPEDGE, MRS. [illegible] L. MOODY, AND G. A. BROWN, LIQUIDATING AGENT OF THE SIXBY STATE BANK, TO REOPEN THE TRIAL OF THIS CASE FOR THE PURPOSE OF PUTTING ON ADDITIONAL TESTIMONY AND FIXING THE TIME OF HEARING THE SAME.

Now on this the 27th day of January, 1933, upon the application of the above named defendants to reopen this case for the purpose of introducing additional testimony in support of their allegations contained in their amended answer on file herein:

IT IS HEREBY ORDERED That this cause be reopened for the purpose of taking additional testimony.

IT IS FURTHER ORDERED That the time for taking said testimony is hereby fixed for the 11 day of February, 1933, at 9:30 A.M.

F. E. KENNAMER
Judge.

ENDORSED: Filed Jan 27 1933
H. F. Garfield, Clerk
U. S. District Court

WILSON CLINTON, INCOMPETENT, ET AL, Plaintiffs,)
-vs-) No. 607 Equity. ✓
[illegible] COPPEDGE, ET AL, Defendants.)

Now on this 27th day of January, A. D. 1933, it is ordered by the Court that hearing on application for restraining order be, and it is hereby, taken under advisement. Plaintiff given seven (7) days to file answer brief.

[illegible]
DISTRICT OF OKLAHOMA
[illegible] TULSA, OKLAHOMA FRIDAY, JANUARY 27, 1933

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.,	Respondents.	

O R D E R

Now on this the 27th day of January, 1933, this matter came on to be heard on the application heretofore filed herein, of C. S. Walker, the Receiver heretofore appointed herein, for an allowance of One Hundred Dollars ($100.00) per month to cover the months of October, November and December, 1932, and January, 1933, and the Court, having heard said application and being advised in the premises, finds that the Court has heretofore made allowances on fees in the sum of $100.00 per month to said Receiver, and that said Receiver should be allowed said amount for said four months above mentioned.

IT IS HEREFORE, By the Court, ORDERED, ADJUDGED and DECREED That the Receiver be, and he is hereby allowed on his fee the sum of $100.00 per month for the months of October, November and December, 1932, and January, 1933, and that said Receiver be, and he is hereby directed and instructed to draw his check payable to himself, for said amount.

[illegible]
JUDGE.

O.K. [illegible]

ENDORSED: Filed Jan 27 1933
H. P. Warfield, Clerk
U. S. District Court [illegible]

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

Marian D. Kerr, Administratrix with will annexed of the Estate of A. F. [illegible] Kerr, deceased,	Plaintiff,	No. 794 Equity and 818 Equity Consolidated
vs.		
Alexander [illegible] Kerr & Company, Inc., Kerr Glass Manufacturing Corporation, Ruth Kerr, J. A. Bernier and C. N. Hubbard,	Defendants.	

ORDER CONTINUING RESTRAINING ORDER AND APPLICATION FOR HEARING IN TEMPORARY INJUNCTION.

This matter coming on for hearing before me, the undersigned, Judge of the District Court of the United States for the Northern District of Oklahoma, the court being fully advised in the premises;

IT IS THE ORDER OF THIS COURT that the restraining order heretofore granted in this cause, be and it is hereby continued for a period of fifteen (15) days from this date; and likewise the application for temporary injunction be continued for the same period. So all of

which the defendants except.

Dated this 27th day of January, 1933.

[illegible]
Judge of the District Court of the United States for the Northern District of Oklahoma

FILED SEP: Filed Jan 27 1933
H. P. Warfield, Clerk
U. S. District Court

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

Rounds Porter Lumber Company, a corporation,	Plaintiff,	No. 799 Equity.
vs.		
Charles B. Livesay, County Treasurer, et al,	Defendants.	

O R D E R

Upon the entering of the final order and decree of this cause came R. M. Rainey, J. A. McCollum and J. North Sargent, solicitors and counsel for the plaintiff, and filed assignments of error and petition for appeal, and

IT IS HEREBY ORDERED that appeal by the plaintiff in the above entitled cause to the United States Circuit Court of Appeals for the Tenth Circuit from the order and decree heretofore filed and entered herein on January 9, 1933, be and the same is hereby allowed, and that a certified copy of the transcript of the record, bill of complaint, and motion to dismiss, and all orders and proceedings in this cause, be forthwith transmitted to the said United States Circuit Court of Appeals for the Tenth Circuit, said appeal being hereby made returnable at Denver, Colorado, forty (40) days from the date hereof.

IT IS FURTHER ORDERED that the bond on appeal be and the same is hereby fixed at the sum of Five Hundred ($500.00) Dollars.

Dated this 27th day of January, 1933.

[illegible]
United States District Judge for the Northern District of Oklahoma.

FILED SEP: Filed Jan 27 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until January 30, 1933.

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

EQUITY SESSION — TULSA, OKLAHOMA — MONDAY, JANUARY 30, 1933

Court convened pursuant to adjournment, Monday, January 30th, 1933.

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

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

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

J. FRANKLIN LAUSCH, Complainant,

vs.

SUNRAY OIL COMPANY AND SUNRAY OIL CORPORATION, Defendants.

IN EQUITY NO. 684

O R D E R.

Now on this, the 30 day of January, 1933, the petition of C. H. Wright, Receiver of the Sunray Oil Company is presented to the Court, representing to the Court that the purchase by the Receiver of an undivided one-half (½) interest in the oil and gas lease covering the North east Quarter (NE¼) of the Northwest Quarter (NW¼) in Section Fifteen (15), in Township Seven (7(North, Range Eight (8) East in Hughes County, Oklahoma, subject to the royalties and oil payments thereon would be of advantage to the receivership estate, to which petition is attached a copy of the contract for the purchase of said interest with a well thereon; and the Court having considered said petition and the contract attached thereto and the evidence introduced thereon finds that the said lease is adjoining other leases upon which there has been found large productions of oil and gas and that apparently the land covered by said contract will produce oil or gas in paying quantities and that the same can be managed and operated by the Receiver at comparatively small additional expense as the same is located in the vicinity of other leases owned by the receivership estate and that the purchase price thereof including the well thereon is reasonable and that the purchase thereof by the Receiver under the terms of said contract would be of advantage to the receivership estate; it is, therefore,

ORDERED, ADJUDGED AND DECREED that C. H. Wright, Receiver herein be and is hereby authorized and empowered to execute the contract for the purchase of an undivided one-half (½) interest in the lease upon the land above described, subject to the royalties and the oil payments as set out in the contract, a copy of which is attached to the petition filed herein with reference to said matter, with The Hormann Company, and be and is hereby authorized to pay from the funds of the Receivership Estate the moneys provided in said contract and to carry out in all respects the terms of said contract to be performed by the Receiver.

Dated this 30th day of January, 1933, Tulsa, Oklahoma.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Jan 30 1933
H. P. Warfield, Clerk
U. S. District Court JHR

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

United States, Plaintiff,)
)
-vs-) No. 691 - Equity.
)
George E. Tinker, et al, Defendants.)

ORDER OF DISMISSAL

Now on this 16th day of January, 1933, it appearing to the Court that under instructions of the Department of the Interior, through the Superintendent of the Osage Indian Agency, an adjustment of the above case has been made by the defendant, Jessie M. Peters paying all delinquent interest and taxes in said cause, and all costs, and that it has been recommended that said cause be dismissed;

IT IS THEREFORE THE ORDER AND JUDGMENT of the Court that said cause be, and the same is hereby dismissed, without prejudice.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Jan 30 1933
H. P. Warfield, Clerk
U. S. District Court

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

W. G. ARN, Complainant,)
)
vs.)
) No. 815 Equity
RAY M. DUNNETT, ANNABEL DUNNETT, DANIEL)
RAYMOND DUNNETT, JAMES G. CLOUD, OPERATORS)
OIL COMPANY and THE FIRST NATIONAL BANK AND)
TRUST COMPANY OF TULSA, a corporation, Respondents.)

O R D E R

On this 27th day of January, 1933, this matter coming on for hearing on the application of the defendant, The First National Bank and Trust Company of Tulsa, for instructions relative to its operation of the trust estate held by it, and the plaintiff agreeing that said defendant might disburse the monthly income from the trust estate due the beneficiaries on February 1, 1933, not to exceed the sum of Seven Hundred Twenty-five Dollars ($725.00); (Said agreement was made on condition that plaintiff's consent would not prejudice his right to object to further distribution.)

IT IS ORDERED AND ADJUDGED, that the defendant The First National Bank and Trust Company of Tulsa shall make distribution of the income from the trust estate to the beneficiaries due under the trust agreement on February 1, 1933, not to exceed, however, the sum of Seven Hundred Twenty-five Dollars ($725.00).

F. E. KENNAMER
Judge

No. 815 Equity Cont'd.

O.K. F. E. RIDDLE
Attorney for plaintiff.

B. A. CONNER,
Attorney for defendant The First National
Bank and Trust Company of Tulsa

ENDORSED: Filed Jan 30 1933
H. P. Warfield, Clerk
U. S.District Court DC

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

W. G. ARN, Complainant,

vs.

OPERATORS ROYALTY AND PRODUCING COMPANY, a corporation, RAY M. DUNNETT, ANNABEL DUNNETT, DANIEL RAYMOND DUNNETT, JAMES G. CLOUD, JIM CLOUD, INC., a corporation, W. E. DISNEY, JOHN M. WHEELER, BOB BRADSHAW, and THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, a corporation, Respondents.

No. 816 Equity

O R D E R

On this 27th day of January, 1933, this matter coming on for hearing on the application of the defendant, The First National Bank and Trust Company of Tulsa, for instructions relative to its operation of the trust estate held by it, and the plaintiff agreeing that said defendant might disburse the monthly income from the trust estate due the beneficiaries on February 1, 1933, not to exceed the sum of Seven Hundred Twenty-five ($725.00); (Said agreement was made on condition that plaintiff's consent would not prejudice his right to object to further distribution.)

IT IS ORDERED AND ADJUDGED, that the defendant The First National Bank and Trust Company of Tulsa shall make distribution of the income from the trust estate to the beneficiaries due under the trust agreement on February 1, 1933, not to exceed, however, the sum of Seven Hundred Twenty-five Dollars ($725.00).

F. E. KENAMER
Judge.

O.K. F. E. RIDDLE attorney for Plaintiff.
B. C. CONNER Attorney for Defendant The First National Bank and Trust Company of Tulsa.

ENDORSED: Filed Jan 30 1933
H. P. Warfield, Clerk
U. S. District Court DC

Court adjourned until January 31, 1933.

EQUITY SESSION | DISTRICT OF OKLAHOMA TULSA, OKLAHOMA | TUESDAY, JANUARY 31, 1933

Court convened pursuant to adjournment, Hon. F. E. Kennamer, Judge, present, Tuesday, January 31, 1933.

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 IN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA

J. FRANKLIN BAUSCH, Complainant

vs.

SUNRAY OIL COMPANY AND SUNRAY OIL CORPORATION, Defendants

IN EQUITY NO. 684

ORDER AUTHORIZING RECEIVER TO EXECUTE OIL AND GAS MINING LEASE TO SINCLAIR PRAIRIE OIL COMPANY

This cause coming on to be heard on the application of the Receiver herein for an order authorizing and directing him to execute an oil and gas mining lease to the Sinclair Prairie Oil Company, on the lands described as follows:

Lots 5, 6 and 7 and SE¼ of the S½ of Section 6, Township 11 North, Range 7 East, Okfuskee County, Oklahoma;

all according to a copy of said proposed oil and gas mining lease attached to the application filed herein by the Receiver, and the Court being fully advised in the premises, it is hereby

ORDERED, ADJUDGED AND DECREED by the Court that the Receiver herein be and he is hereby authorized and directed to execute an oil and gas mining lease covering the undivided interest of the receivership estate in and to the lands described above, to the Sinclair Prairie Oil Company, all in form and according to the terms and conditions of the copy of the proposed oil and gas mining lease attached to the application of the Receiver filed herein.

Dated this 31st day of January, 1933.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Jan 31 1933
H. P. Warfield, Clerk
U. S. District Court

IN THE UNITED STATES COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

L. R. KLEIHAUS AS RECEIVER OF THE PRODUCERS [illegible] NATIONAL BANK OF TULSA, OKLAHOMA, A NATIONAL BANKING ASSOCIATION, PLAINTIFF,

vs.

MARGARET C. LILLIECREUTZ and F. A. MAYER, DEFENDANTS.

No. 814 IN EQUITY

ORDER APPOINTING RECEIVER

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

EQUITY SESSION — TULSA, OKLAHOMA — TUESDAY, JANUARY 31, 1933

NOW on this 7th day of January, 1935, the above enti led cause came on regularly for hearing upon the application of plaintiff for the appointment of a Receiver of the premises involved herein; plaintiff appearing by his counsel of record, and the defendant Margaret C. Lilliecreutz appearing by R. H. Dick, her counsel, but the defendant F. A. Haver appeared not, either in person or by counsel, although he has been duly and legally served personally with process herein and with notice of this hearing; and after hearing the evidence offered in support of plaintiff's application, and being fully advised in the premises, the court finds:

That the application for appointment of a Receiver should be granted and that a suitable person should be appointed as Receiver, with the usual powers and authority incident to such appointment; with the exception that the court finds that the resident properties on the premises involved are furnished with household furniture by the defendant Margaret C. Lilliecreutz, and that she is occupying a portion of one of the dwellings as her residence; that the defendant Margaret C. Lilliecreutz has agreed, in order that said premises may be the more easily and advantageously rented and tenanted, that her household furniture and furnishings now in said premises may remain there and be used by the tenants to whom said premises are rented by the Receiver, and that said defendant shall not receive any portion of the rentals to be collected by the Receiver therefrom on account of the use of her said furniture by the Receiver's tenants; but that said defendant shall be permitted, while her said furniture is being used by the Receiver's tenants to continue to occupy the upstairs portion of one of the dwellings which she is now occupying without charge and without being required to pay or account to the Receiver for any rent upon that portion of the premises which she is now so occupying.

The court further finds that the premises involved herein are situated in Tulsa County, Oklahoma, and described as follows, to-wit:

> Lots One (1), Two (2) and Three (3) in Block One (1) in Oaklawn Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof;

together with the improvements thereon.

The court further finds that H. H. Houston, of Tulsa, Oklahoma, is a suitable and proper person to be appointed Receiver herein.

IT IS THEREFORE ordered and adjudged by the court that H. H. Houston, of Tulsa County, State of Oklahoma, be and he hereby is appointed Receiver of the above described premises and hereby is authorized and directed to take charge and possession of said premises and property and to rent and let the same to the best possible advantage and to collect, receiver and receipt for any and all rents which he may obtain for the use and occupancy of said premises and property except that portion thereof which the defendant Margaret C. Lilliecreutz may continue to occupy without being required to pay the Receiver any rent thereon, in exchange for the right of the Receiver to rent the other portions of saidpremises furnished with the furniture of said defendant without being required to account to said defendant for any portion of such rents, subject to the further orders of this court; and the Receiver herein hereby is further ordered, authorized and directed to take such steps to protect and safeguard the property and premises above described and to do any and all acts and things necessary or proper to preserve said premises and property and rent and collect the proceeds and rentals therefrom as herein directed.

IT IS FURTHER ordered that the Receiver, from time to time, and often as the court shall direct, make reports to this court of his proceedings in this behalf, and that, before entering upon the discharge of his duties, that he execute an undertaking in the sum of $1,000.00 conditioned as provided by law, and that he also file herein his oath as Receiver, as provided by law; and that he be at liberty to apply to the court for further directions as he may deem necessary and proper for the due administration of the affairs of said receivership.

O.K. R. H. DICK, Attorney for Margaret Lilliecreutz — F. E. KENNAMER, Judge

ENDORSED: Filed Jan 31 1933
H. P. Warfield, Clerk
U. S. District Court JER

EQUITY SESSION | DISTRICT OF OKLAHOMA, TULSA, OKLAHOMA | TUESDAY, JANUARY 31, 1933

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

W. G. ARN, Complainant,)
)
vs.) NO. 816 Equity.
)
OPERATORS ROYALTY AND PRODUCING COMPANY,)
a corporation, et al, Respondents.)

O R D E R

This matter coming on for hearing before me the undersigned Judge of the United States District Court for the Northern District of Oklahoma, upon the application of International Supply Company, a corporation, for leave to intervene and it appearing that notice has been given to counsel representing complainant and respondents, and the court being advised in the premises;

IT IS, THEREFORE THE ORDER OF THE COURT, that the International Supply Company, a corporation, be and hereby is granted leave to intervene in the above styled cause.

DATED this 31st day of January, 1933.

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

O.K. without prejidiced
F. E. RIDDLE, Atty for Complainant

O.K. DISNEY WHEELER & ALCORN
Attys for Century Pet. Corp.

ENDORSED: Filed Jan 31 1933
H. P. Warfield, Clerk
U. S. District Court JTR

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Court adjourned until February 1, 1933.

EQUITY SESSION | TULSA, OKLAHOMA | WEDNESDAY, FEBRUARY 1, 1933

Court convened pursuant to adjournment, Wednesday, February 1, 1933.

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

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

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

THE MISSOURI VALLEY BRIDGE & IRON COMPANY,

vs.

J. H. MIDDLETON, et al,

In Equity No. 284 - E

ORDER DISCHARGING RECEIVER.

Upon the verified application of JAMES J. GULLETT, receiver hereinbefore appointed for subscribers at Associated Employers Reciprocal, ancillary to the principal receivership there for pending in the District Court of the United States for the Northern District of Illinois, Eastern Division, in the case of The Missouri Valley Bridge & Iron Co.v. W. T. Irwin, et al., in Equity No. 4318, it appearing therefrom that said receiver had done all acts required of him by the decrees and orders of the Court heretofore entered in this cause, and has paid out all the moneys in his possession as a fourth and final dividend pursuant to the order of this Court except such amounts as represented by checks not yet cashed, and as respects those, has deposited such amounts with the Clerk of this Court and has notified said claimants,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the said James W. Gullett be and he ishereby finally and forever discharged as such receiver in this cause and he, together with his surety are jointly and severally forever released from any and all liability whatsoever upon the receiver's bond by them executed and now on file in this cause, and the Clerk of this Court be and he is hereby directed to cancel said bond.

ENTER:

F. E. KENNAMER
Judge

ENDORSED: Filed Feb 1 1933
H. P. Warfield, Clerk
U. S. District Court

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

Mexia Planing Mill Company, a corporation, Complainant,

vs.

H. Rickman, Respondent.

No. 602 Equity.

D E C R E E

This cause came on to be heard at the regular January, 1933 term of this court on the 30th day of January, 1933, and was argued by counsel, and upon consideration thereof the court made and filed its findings of fact and conclusions of law, and it is ORDERED, ADJUDGED AND DECREED, as follows:

(1) That there is and was no novelty and no patentability in the alleged invention sued upon by complainant on which Letters Patent No. 1566560 were issued by the United States Patent Office on December 22, 1925, and that the sucker rod guide alleged to be covered by said patent relates in substance and legal effect to the same device, with the exception of the two piece feature, as was attempted to be covered by Patent No. 1,500,400, which was held by

this court in Equity Cause No. 112, in which the parties were the same, to be void for lack of invention, lack of novelty, lack of patentability, and that complainant's bill be and the same is hereby dismissed for want of equity.

(2) That the complainant, Mexia Planing Mill Company, a corporation, and its agents, servants, attorneys, and employes, and its successors and assigns, and all persons claiming by, through, or under said Mexia Planing Mill Company, and all persons claiming by, through or under any assignment or license of patent number 1,566,586, be and they are hereby permanently enjoined and restrained from filing any further injunction or infringement suits against the respondent, H. Rickman, relating to the device being manufactured by him known as a wooden sucker rod guide or tubing protector, and from attempting to prevent him by any means from manufacturing and marketing said article, and from making any statements or representatitions to customers or prospective customers of said respondent, H. Rickman, that he is infringing complainant's patents on said device, and from doing any other act or thing which will or might interfere with the said respondent in the pursuit of his legitimate business.

(3) IT IS FURTHER ORDERED, ADJUDGED and DECREED that the damages sustained by said respondent by the statements, oral or written, made to the trade by said complainant in regard to repondent's device are assessed at the sum of $3,500, exclusive of any damages arising from the filing of this suit, and that respondent, H. Rickman, have judgment against complainant, Mexia Planing Mill Company, a corporation, in the sum of $3,500 with interest from this date at the rate of six (6%) per cent per annum, and all costs of this action.

To all of which judgment and decree the plaintiff excepts, and respondent excepts to the decree as to the amount of damages assessed.

Dated January 21, 1933.

F. E. KENAMER
United States District Judge.

ENDORSED: Filed Feb 1 1933
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 SUNRAY OIL CORPORATION, Defendants)

O R D E R

Now on this 31st day of January, 1933, there was presented to the Court the petition of C. H. Wright, Receiver herein, to which is attached a copy of the proposed lease contract with the Tank Car Stations, Inc., covering two oil and gas stations in the City of Tulsa, Oklahoma, and it appearing to the Court that by the execution of said lease contract the Receiver is enabled to procure collateral upon the account owing to the Receivership Estate from the Tank Car Stations, Inc., and to credit upon said account represented by note all amounts of the rental agreed to be paid over and above that necessary for the payment of installments of interest and principal and taxes upon the leased premises, the Receiver, however, being required to pay the sum of $50.00 in addition to said rental on behalf of the Tank Car Stations, Inc., under its lease agreement for part of said property, dated December 28, 1930, and it appearing to the Court from the petition and the evidence that the leasing of said premises will provide the

Receiver an outlet for products manufactured in the refinery of the Receivership Estate at a price in excess of that it may obtain by selling to others in bulk and that the handling of said stations under said lease contract will occasion comparatively small, if any, increase to the overhead of the Receivership Estate, and it appears probably that the operation and management of said stations will result in a profit to the Receivership Estate, and the same being for a period of only one year with the privilege of renewal, this being deemed advisable by the Receiver, and providing for the purchase thereof; the Court is of the opinion and finds that the making of said lease contract in connection with the closing of said account and the obtaining of collateral therefor, would be of benefit to the Receivership Estate; it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that C. H. Wright, Receiver of the Sunray Oil Company, be and he is hereby authorized and instructed to execute with the Tank Car Stations, Inc., the original of the lease contract covering two oil and gas stations in the city of Tulsa, Oklahoma, copy of said lease contract being attached to the petition in connection with said matter, filed herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that C. H. Wright, Receiver of Sunray Oil Company, be and he is hereby authorized to pay the rentals and other moneys required to be paid as rentals or otherwise under and by virtue of the terms of said lease contract of Tank Car Stations, Inc., and to operate and maintain the said leases properties during the period of said lease contract, and to report the said operations to this Court from time to time as required of other reports of operation of properties of the Receivership Estate.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that prior to the expiration of the lease contract, the Receiver shall report to this Court for instructions as to renewals of said lease contract or the abandonment thereof.

Dated at Tulsa, Oklahoma, January 31, 1933.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Feb 1 1933
H. P. Warfield, Clerk
U. S. District Court DC

Court adjourned until February 3, 1933.

EQUITY SESSION TULSA, OKLAHOMA FRIDAY, FEBRUARY 3, 1933

Court convened pursuant to adjournment, Friday, February 3, 1933.

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:

EQUITY SESSION | DISTRICT OF OKLAHOMA, TULSA, OKLAHOMA | FRIDAY, FEBRUARY 3, 1933

H. C. SPEER & SONS, Plaintiff,

-vs- No. 254 - Equity.

CITY OF SHIDLER, OKLAHOMA, Defendant.

Now on this 3rd day of February, A. D. 1933, 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 H. C. Speer & Sons Company, complainants and The City of Shidler, a municipal corporation, et al., respondents, No. 254, Equity, the decree of the said District Court in said cause entered on April 7, 1931, was in the following words, viz:

> This cause came on to be heard on the 10th day of May, 1929, and was argued by counsel said cause was taken under advisement and now on this 7th April, 1931 upon consideration thereof the court finds the issues in favor of complainant, H. C. Speer & Sons Company, and intervenors, Supreme Lodge Knights of Pythias, The Maccabees, Board of County Commissioners of McCurtain County, C. Edgar Honnold, Fidelity Deposit Company of Maryland, Bank of Maiden Rock, Wisconsin, Bangor State Bank of Bangor, Wisconsin, I. S. MacNichol & Company, Lapeer Savings Bank and Security Benefit Association, and against respondents, City of Shidler, Oklahoma, a municipal corporation, W. E. Hall, Mayor, Eva I. Sidwell, City Treasurer, and County Excise Board of Osage County, Henry Wood, County Judge, C. K. Templeton, County Attorney, A. C. Ludwick, County Clerk, J. A. Hunter, County Treasurer, Ella A. Malone, County Superintendent, and L. L. Lillard, County Commissioner, its members.
>
> It was therefore ordered, adjudged and decreed that respondents, and each of them, be, and the same are, hereby perpetually enjoined and restrained from appropriating in any manner any of the moneys collected by taxation for the purpose of providing a sinking fund and making interest payments on the $125,000.00 6 per cent waterworks bond issue of the town of Shidler, dated January 15, 1924, except in accordance with the terms of this decree.
>
> It is further ordered that respondent, Eva I. Sidwell, City Treasurer of respondent municipality, pay forthwith into the Registry of this court the monies she now has on hand, which were collected for the purpose of meeting the obligations of the said bond issue, and further that she file with the Clerk of this court a statement under oath showing what part of the monies paid by her into the Registry of this court were collected for the purpose of retiring said bonds as they matured, and what part of said monies was collected in order to meet the payment of interest thereon.
>
> It is further ordered, adjudged and decreed that H. C. Speer & Sons Company, complainant herein, the owner of five $1,000.00 6 per cent waterworks bonds of

the Town of Shidler, dated January 15, 1924, and numbered 1 to 5, both inclusive, which matured on the 15th day of January, 1927, have and recover from respondent municipality, City of Shidler, Oklahoma, the sum of $5,000.00 together with interest at the rate of 6 per cent per annum from the 15th day of January, 1927, and further that said complainant have and recover the further sum of $600.00, the amount of its unpaid interest coupons, together with interest at the rate of 6 per cent per annum upon the amount of interest represented by each coupon from said coupon's date of maturity.

It is further ordered, adjudged and decreed that intervenor, C. Edgar Honnold, the owner and holder of twenty $1,000.00 6 per cent waterworks bonds of the Town of Shidler, dated January 15, 1924, numbered 6 to 25, both inclusive, have and recover from respondent municipality, City of Shidler, the sum of $20,000.00 together with interest at the rate of 6 per cent from the 15th day of January, 1927, the maturity date of said bonds, and in addition that said intervenor have and recover the further sum of $2400.00, the amount of the unpaid interest coupons owned and held by intervenor, together with interest at the rate of 6 per cent per annum upon the amount of interest represented by each coupon from the date of its maturity.

It is further ordered, adjudged and decreed that intervenor, Board of County Commissioners of Mc Curtain County, the owner and holder of twenty-five $1,000.00 6 per cent waterworks bonds of the Town of Shidler, dated January 15, 1924, numbered 26 to 50, both inclusive, which matured on the 15th day of January, 1930, have and recover from respondent municipality, City of Shidler, the sum of $25,000.00, with interest at the rate of 6 per cent per annum from the 15th day of January, 1930, and that intervenor have and recover from respondent municipality the sum of $8,250.00, the amount due upon the unpaid interest coupons owned and held by it, together with interest at the rate of 6 per cent per annum upon the amount of interest evidenced by each coupon from its date of maturity.

It is further ordered, adjudged and decreed that The Fidelity Deposit Company of Maryland, the owner of one $1,000.00 6 per cent waterworks bond of the Town of Shidler, dated January 15, 1924, and numbered 51, which matures on the 15th day of January, 1933, have and recover from respondent municipality the sum of $360.00, said amount being represented by unpaid interest coupons down to the 15th day of July, 1930, together with interest at the rate of 6 per cent per annum upon the amount of each interest coupon from its maturity date.

It is further ordered, adjudged and decreed that intervenor, Bank of Maiden Rock, Wisconsin, the owner of one $1,000.00 6 per cent waterworks bond of the Town of Shidler, dated January 15, 1924, and numbered 52, have and recover from respondent municipality the sum of $360.00, the amount of the unpaid interest coupons attached to its bond, together with interest at the rate of 6 per cent per annum upon the amount of each coupon from the date of its maturity.

It is further ordered, adjudged and decreed that Bangor State Bank of Bangor, Wisconsin, intervenor in this suit, and the holder of one $1,000.00 6 per cent waterworks bond of the Town of Shidler, dated January 15, 1924, and numbered 53, have and recover of respondent municipality, City of Shidler, the sum of $360.00, the amount of its unpaid interest coupons, together with interest at the rate of 6 per cent upon the amount of each coupon from the date of its maturity.

It is further ordered, adjudged and decreed that J. S. MacNichol & Company of Oshkosh, Wisconsion, intervenor herein, and the owner of one $1,000.00 6 per cent waterworks bond of the Town of Shidler, dated January 15, 1924, and numbered 54, have and recover of respondent municipality, City of Shidler, the sum of $360.00, the amount of its unpaid interest coupons, together with interest at the rate of 6 per cent upon the amount of each coupon from the date of its maturity.

It is further ordered, adjudged and decreed that Lapeer Savings Bank of Lapeer, Michigan, intervenor herein, and the owner of two $1,000.00 6 per cent waterworks bonds of the Town of Shidler, dated January 15, 1924, and numbered 55 and 56 respectively, have and recover of respondent municipality, City of Shidler, the sum of $120.00, the amount of its unpaid interest coupons, together with interest at the rate of 6 per cent upon the amount of each coupon from the date of its maturity.

It is further ordered, adjudged and decreed that The Maccabees, intervenor herein, and the owner of nine $1,000.00 6 per cent waterworks bonds of the Town of Shidler, dated January 15, 1924, and numbered 57 to 65, both inclusive, maturing on the 15th day of January, 1933, have and recover of respondent municipality City of Shidler, the sum of $3,240.00, the amount of its unpaid interest coupons, together with interest at the rate of 6 per cent per annum upon the amount of each coupon from the date of its maturity.

It is further ordered, adjudged and decreed that Supreme Lodge Knights of Pythias, intervenor herein, the owner of thirty-five $1,000.00 6 per cent waterworks bond of the Town of Shidler, dated January 15, 1924, and numbered 66 to 75 both inclusive, and 101 to 125, both inclusive, have and recover of respondent municipality, City of Shidler, the sum of $14,100.00, the amount of its unpaid interest coupons, together with interest at the rate of 6 per cent per annum upon the amount of each unpaid coupon from its date of maturity.

It is further ordered, adjudged and decreed that the Security Benefit Association, intervenor herein, and the owner and holder of twenty-five 1,000.00 6 per cent waterworks bonds of the Town of Shidler, dated January 15, 1924, and numbered 76 to 100, both inclusive, have and recover of respondent municipality, City of Shidler, the sum of $10,200.00, the amount of its unpaid interest coupons, together with interest at the rate of 6 per cent per annum upon the amount of each coupon from the date of its maturity.

It is further ordered, adjudged and decreed that respondents, County Excise Board of Osage County, Henry Wood, County Judge, C. E. Templeton, County Attorney, A. B. Ludwick, County Clerk, J. A. Hunter, County Treasurer, Ella A. Malone, County Superintendent, and T. L. Lillard, County Commissioner, its members and their successors in office do and they are hereby directed to make sufficient tax levies to pay the amount of the judgments rendered herein in favor of complainant and intervenors, and further that the said Excise Board of Osage County, and its members, together with their successors in office, are hereby directed in addition to make tax levies sufficient to promptly retire the bonds of said issue hereafter maturing, and to promptly meet and satisfy the interest due under said bond issue and represented by coupons, attached to said bonds. Respondent, Eva I. Sidwell, Treasurer of the City of Shidler, and her successor in office, is hereby ordered and directed to promptly transmit to the Fiscal Agency of the State of Oklahoma in the City and State of New York in lawful money of the United States such sum or sums collected under the levies to be made by respondent, County Excise Board, as may be required to promptly meet the obligations imposed by said bond issue.

It is further ordered, adjudged and decreed that complainant, H. C. Speer & Sons Company, and intervenor, C. Edgar Fornold, be paid out of the Registry of this court pro rata based upon the number of bonds held by each which matured on the 15th day of January, 1927, such monies as the statement to be filed by respondent, Eva I. Sidwell, City Treasurer, shows to have been collected for sinking fund purposes under said bond issue; respondent municipality then to be given credit upon the judgments in favor of complainant and intervenor Fornold for the amount so received by each.

It is further ordered, adjudged and decreed that complainant and all the intervenors herein be paid upon a prorata basis based upon the interest coupons held by each, such sums as the statement of respondent, City Treasurer, shows to have been collected and available for the payment of interest upon said bond issue; respondent municipality then to be given credit upon the judgments rendered against it in favor of complainant and intervenors herein for the amount of prorata interest payment received by each.

The court will reserve jurisdiction of this proceeding to make such other and further orders in the premises as may be necessary to effectually carry out the terms of this decree.

To all of which rspondents except and said exception is 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 The City of Shidler, a municipal corporation, agreeably to the Act of Congress, in such case made and provided, fully and at large appears;

AND WHEREAS, at the September Term, in the year of our Lord one thousand nine hundred and 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 W. C. Speer & Sons Company; C. Edgar Monnold; Board of County Commissioners of McCurtain County, Oklahoma; Fidelity and Deposit Company of Maryland; Bank of Maiden Rock, Wisconsin; I. S. MacNichols; Lapeer Savings Bank of Lapeer, Michigan; The Maccabees, Supreme Lodge Knights of Pythias; and Security Benefit Association, appellees, have and recover of and from The City of Shidler, a Municipal Corporation, appellant, their costs herein.

- - December 21, 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 1st day of February, in the year of our Lord one thousand nine hundred and thirty-three.

COSTS OF
Clerk, Appellees: ---- --
Printing Record ---- --
Attorney, $20.00
$20.00

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

FILED: Filed Feb 3 1933
H. P. Warfield, Clerk
U. S. District Court

EQUITY SESSION | DISTRICT OF OKLAHOMA TULSA, OKLAHOMA | FRIDAY, FEBRUARY 3, 1933

T. J. BOOTH, ET AL, Plaintiffs,
-vs- No. 663 - Equity.
GREER INVESTMENT COMPANY, ET AL, Defendants.

Now on this 3rd day of February, A. D. 1933, 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 T. J. Booth et al., plaintiffs, and Greer Investment Company et al., defendants, No. 1282, Law, the decree of the said District Courtin said cause entered on October 5, 1931, was in the following words, viz:

This cause came on to be heard at the Special September term for this court at Vinita, Oklahoma, and as argued by counsel; thereupon, upon consideration thereof, it was

Ordered, adjudged and decreed, as follows, to-wit:

First. That all assignments, conveyances and transfers from the trustees of the Petroleum Royalties Company, the trust, to the Petroleum Royalties Company of Oklahoma, a corporation, of all the properties specifically described and itemized in Exhibit "A" hereto attached and made a part of this decree for all purposes, be, and they hereby are annulled, rescinded and decreed utterly void and of no effect.

Second. That all assignments, conveyances and transfers from the trustees of the Petroleum Royalties Company, a trust to Petroleum Royalties Company of Oklahoma, a corporation, of the properties itemized and described in Exhibit "A" hereto attached and made a part hereof were fraudulently made by said trustees to said corporation and in fraud of the rights of the holders of the beneficial interests in said trust and are hereby annulled and set aside and that the defendant Petroleum Royalties Company of Oklahoma, a corporation, do immediately convey said properties in said exhibit described, to the trustees of said trust estate herein appointed.

Third. That the complainants hereto have established their right to recover their respective proportionate shares in the trust estate to the extent of the ownership of preferred shares of said corporation as shown by the list marked Exhibit "B", attached hereto and made a part hereof, and that said trustees herein appointed shall issue to each of said complainants preferred shares in the trust estate, in the form adopted by the former trustees in an amount not exceeding ten times the number of preferred shares in said corporation as listed opposite each name in said Exhibit "B" upon receipt from each of said complainants certificate or certificates of preferred stock of said corporation, properly and legally endorsed to said trustees, and the said trustees thereupon shall deliver over to the Master to be appointed hereafter, such certificatesof preferred stock of said corporation to be held by him until further order of the court.

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 present such claims to said Master and such rights shall be hereafter determined by the court.

Fifth. That said F. H. Greer, said L. L. Greer, and said J. A. Ruffer as trustees, fraudulently abandoned their duties as such trustees and have disqualified themselves from acting as trustees of said trust estate by reason of their fraudulent acts as such trustees and have disqualified themselves from nominating and selecting their successors as trustees.

Sixth. That said Petroleum Royalties Company of Oklahoma deliver over immediately to said trustees the sum of $6117.00, now on deposit and impounded in the First National Bank of Tulsa, Oklahoma, and the further sum of $89,000.00 in its possession and under its control.

Seventh. That said Petroleum Royalties Company of Oklahoma assign, transfer and deliver over to the said trustees all accounts receivable, notes receivable, securities and all other property and assets, including books, records and papers in its possession or under its control or to which it is in any way entitled; received or acquired from the said trust estate either directly or through investment or reinvestment of any funds received from said trust estate directly or through income from property formerly owned by said trust estate.

Eighth: That the said F. H. Greer, the said L. L. Greer and the said J. A. Ruffer are hereby removed as trustees of said trust estate and Henry Greis, R. W. Kellough, and Paul Taliaferro are hereby appointed trustees in their place and stead.

Ninth. That said F. H. Greer, said L. L. Greer, said J. A. Ruffer, said Greer Investment Company, a corporation, said Oil Properties Company, a corporation, and said Petroleum Royalties Company of Oklahoma, a corporation, and each of them do account to said trustees herein appointed for said trust estate for all sums of money and properties and profits thereon to which said trust estate is or may be entitled.

Tenth. Of the court's own motion, by reason of the exceptional and complicated circumstances of this case and the extent the court finds it probable that will be recovered, Paxton Howard is hereby appointed a Special Master, with all of the powers conferred upon the Master under the rules of practice for the courts of equity of the United States and subject to further orders of this court, for the purpose of making full and complete inquiry into and each and every transaction between the said trust estate and each and all of said respondents from the date of inception of said trust to the date of this decree, taking all testimony and evidence thereon and reporting to the court said testimony and evidence, his findings of fact and such conclusions of law as he may deem essential to the proper advisement of the court and so much of the bill as contains or relates to matters hereby referred to the said Master for report, is retained for further decree in the premises.

Eleventh. That the respondents, said F. H. Greer, said L. L. Greer, said J. A. Ruffer, said Greer Investment Company, a corporation, said Oil Properties Company, a corporation, and said Petroleum Royalties Company of Oklahoma, a corporation, be and are each hereby permanently enjoined and restrained from asserting any claim or title or exercising any control over, or conveying, transferring or attempting to convey or transfer any of the properties described in Exhibit "A" attached hereto, or any of the funds ordered herein to be paid to said Petroleum Royalties Company, a trust.

Twelfth. That the complainants do have and recover of and from the respondents herein complainants' costs herein expended, the same to be taxed by the clerk of this court and that complainants have execution therefor.

To all of which the respondents and each of them in open court duly except.

Dated this October 5th, A. D. 1931.

F. E. KENAMER, Judge.

EXHIBIT "A"

1/16 of 1/8 royalty interest in and to the S2 of the N E4 of 7-9N-5E, Pottawatomie County, Oklahoma,

1/64 of 1/8 royalty interest in and to the S2 of the SE4 of 27-9N-9E, Hughes County,

54/4400 of 1/8 royalty interest in and to the SW4 of 3-27N-5E, Kay County.

1/320 of 1/8 royalty interest in and to the N2 of the SW4 of 10-27N-5E, Kay County,

34/800 of 1/4 royalty interest in and to the Lots 1 & 2 and E2 of the NW4 of 18-22N-3W, Garfield County,

69/4800 of 1/8 royalty interest in and to the SW4 of 27-25N-1W, Kay County,

8/1000 of 1/8 royalty interest in and to the NW4 of 19-22N-3W, Garfield County,

10/8000 of 1/8 royalty interest in and to the Lots 1, 2, 3, & 4 and the E2 of the W2 of 7-22N-3W, Garfield, County,

552/7680 of 1/8 royalty interest in and to the SE4 of the SW4 of 5-28N-1W, Kay County,

75/1248 of 1/8 royalty interest in and to the SW4 of 2-24N-1W, Noble County,

1/40 of 1/8 royalty interest in and to the N W4 of the SE4 and E2 of the SE4 of 26-9N-6E, Seminole County,

1/80 of 1/8 royalty interest in and to the NW4 of the N W4 and SE4 of the N W4 of 23-7N-6E, Seminole County,

1/80 of 1/8 royalty interest in and to Lots 3 &4 and the S2 of the NW4 of 1-26N-2W, Kay County,

7/80 of 1/8 royalty interest in and to the N E4 of the N E4 of 34-9N-6E, Seminole County,

3/80 of 1/8 royalty interest in and to the N E4 of the SW4 of 35-9N-6E, Seminole County,

1/16 of 1/8 royalty interest in and to the NW4 of the SW4 of 35-9N-6E, Seminole County,

7/80 of 1/8 royalty interest in and to the SE4 of the N E4 of 34-9N-6E, Seminole County,

1/20 of 1/8 royalty interest in and to the S2 of the SW4 of 4-9N-5E, Pottawatomie County,

3/35 of 1/8 royalty interest in and to the NE4 of the SE4 and the E2 of the SE4 of the NW4 and S2 W2 SE4 SE4 of 11-9N-5E, Seminole County,

3/31 of 1/8 royalty interest in and to Lot 6 of 4-9N-5E, Pottawatomie County,

3/80 of 1/8 royalty interest in and to the S2 of the N W4 of 9-9N-5E, Pottawatomie County,

1/80 of 1/8 royalty interest in and to the E2 of the NE4 of 34-25N-1W, Kay County,

1/80 of 1/8 royalty interest in and to the E2 of the SW4 of 3-9N-5E, Seminole County,

2/62.02 of 1/8 royalty interest in and to Lots 1 & 2 of 9-9N-5E Pottawatomie County,

13/120 of 1/8 royalty interest in and to the N E4 of the N E4 of 11-7N-6E Seminole County,

3/128 of 1/8 royalty interest in and to the E2 of the SW4 of 15-25N-2..,
Kay County.
3/64 of 1/8 royalty interest in and to the N2 of the SW4 of 15-25N-2W, Kay
County,
3/1920 of 1/8 royalty interest in and to the N NW4 or 34-25N-1W, Kay
County,
7/120 of 12.495% royalty interest in and to the NW4 of 8-24N-1W, Noble
County,
11/1440 of 1/8 royalty interest in and to the NE4 of 21-29N-1W, Kay County,
1/32 of 1/8 royalty interest in and to the NE4 of 26-16N-9E, Creek County,
1/160 of 1/8 royalty interest in and to the N NW4 of 8-15N-6E, Lincoln
County,
11/60 of 1/8 royalty interest in and to the SW4 of the NE4 of 12-9N-5E, Sem-
inole County,
29/240 of 1/8 royalty interest in and to the SE4 of the N NE4 of 12-9N-5E,
Seminole County,
7/720 of 1/8 royalty interest in and to the E2 of the SE4 of 28-25N-1..,
Kay County,
1/80 of 1/8 royalty interest in and to the SE4 of 9-25N-2W, Kay County,
27/320 of 1/8 royalty interest in and to Lots 3 & 4 of 5-9N-6E, Seminole
County,
1/128 of 1/8 royalty interest in and to the E2 of the N NE4 of 25-20N-
7E, Pawnee, County,
1/48 of 1/8 royalty interest in and to the E2 of the SW4 of 8-14N-5E,
Lincoln County,
9/160 of 1/8 royalty interest in and to the SE4 of the NW4 of 12-9N-5E,
Seminole County,
17/160 of 1/8 royalty interest in and to the SW4 of the NW4 of 12-9N-5E,
Seminole County,
1/96 of 1/8 royalty interest in and to the W2 of the NE4 of 28-25N-1W, Kay
County,
1/24 of 1/8 royalty interest in and to the S2 of the N NW4 of 10-9N-5E,
Seminole County,
1/24 of 1/8 royalty interest in and to the N NE4 of the NW4 of 10-9N-5E,
Seminole County,
1/32 of 1/8 royalty interest in and to the N2 of the N NW4 of 9-9N-5E,
Pottawatomie County,
2/25 of 1/8 royalty interest in and to the N2 of the NW4 of 10-27N-5E,
Kay County,
3/32 of 1/8 royalty interest in and to the W2 of the SW4 of 1-9N-5E, Semi-
nole County,
1/3 of 1/8 royalty interest in and to the E2 of the SW4 of 8-27N-1W, Kay
County,
2/119 of 1/8 royalty interest in and to the S2 of the NE4 and NW4 of the N NE4
of 11-9N-5E, Seminole County,
3/40 of 1/8 royalty interest in and to the NW4 of the N NW4 of 11-9N-5E,
Seminole County,
3/80 of 1/8 royalty interest in and to the NW4 of the N NW4 of 10-9N-5E,
Seminole County,
1/24 of 1/8 royalty interest in and to the E2 of the N NW4 and the NW4 of the
NW4 of 11-9N-5E, Seminole County,
1/12 of 1/8 royalty interest in and to the SW4 of the N NW4 of 10-9N-5E,
Seminole County,
1/16 of 1/8 royalty interest in and to the SW4 of the NW4 of 11-9N-5E, Semi-
nole County,
1/5 of 1/8 royalty interest in and to the W2 of the NW4 of 10-9N-5E,
Seminole County.

1/16 of 1/8 royalty interest in and to the NW4 of the SE4 and the NE4 of the SW4 of 18-14N-10E, Creek County,

3/10 of 1/8 royalty interest in and to the NE4 of the SW4 of 1-9N-5E, Seminole County,

11/40 of 1/8 royalty interest in and to the NE4 of the SE4 of 2-9N-5E, Seminole County,

3/48 of 1/8 royalty interest in and to the E2 of the NE4 of 9-8N-6E, Seminole County,

1/80 of 1/8 royalty interest in and to the E2 of the N E4 of 4-9N-6E, Seminole County,

1/160 of 1/8 royalty interest in and to the E2 of the SE4 and the E2 of the W 2 of SE4 of 10-8N-6E, Seminole County,

1/8 of 1/8 royalty interest in and to the SW4 of the N E4 of 1-9N-5E, Seminole County,

1/16 of 1/8 royalty interest in and to the S2 of the SW4 of 33-10N-6E, Seminole County,

7/80 of 1/8 royalty interest in and to the W2 of the NE4 of 5-7N-7E, Seminole County,

9/160 of 1/8 royalty interest in and to the N2 of the S2 of 12-8N-6E, Seminole County,

7/200 of 1/8 royalty interest in and to the S2 of the SW4 and SW4 of the SE4 of 3-8N-6E, Seminole County,

3/20 of 1/8 royalty interest in and to the NW4 of the NW4 and the E2 of the NE4 of the NE4 of the NW4 of 13-9N-5E, Seminole County,

1/8 of 1/8 royalty interest in and to the SE4 of the SW4 of 19-11N-11 E, Okfuskee County,

1/24 of 1/8 royalty interest in and to the S2 of the N W4 and the NE4 of the SW4 of 3-9N-6E, Seminole County,

7/80 of 1/8 royalty interest in and to the E2 of the SW4 of 12-9N-5E, Seminole County,

1/32 of 1/8 royalty interest in and to the NE4 of the SW4 and S2 of the SE4 and W2 of the N W4 of the SE4 and SE4 of the N W4 of the SE4 of the N E4 of the SE4 of 13-1N-4W, Stephens County,

7/320 of 1/8 royalty interest in and to the N E4 of the SE4 of the SE4 of 15-7N-4E, Pottawatomie County,

1/32 of 1/8 royalty interest in and to the SW4 of the SE4 and the S2 of the SE4 of the SE4 and the N W4 of the SE4 of the SE4 of 15-7N-4E, Pottawatomie County,

1/8 of 1/8 royalty interest in and to the N2 of the SE4 of 2-7N-6E, Seminole County,

12.5/71.40 of 1/8 royalty interest in and to the N E4 of the SE4 of 7 and Lot 7 of 8-5N-8E, Seminole County,

1/32 of 1/8 royalty interest in and to the S2 of the SE4 of 12-8N-6E, Seminole County,

1/16 of 1/8 royalty interest in and to the SE4 of 31-17N-5E, Lincoln County,

1/8 of 1/8 royalty interest in and to the S2 of the SE4 and the N W4 of the SE4 of 7-5N-8E, Seminole County,

1/12 of 1/8 royalty interest in and to Lots 9 & 10 of 8-5N-8E, Hughes County,

7/160 of 1/8 royalty interest in and to the E 2 of the SE4 of 19-7N-5E, Pottawatomie County,

10/128 of 1/8 royalty interest in and to the SW4 of the N E4 and the NW4 of the SE4 and Lot 6 of 8-5N-8E, Hughes County,

1/16 of 1/8 royalty interest in and to the NE4 of the N E4 and the E2 of the NE4 of 2-9N-5E, Seminole County,

1/10 of 1/8 royalty interest in and to Lot 6 or the N W4 of the SW4 of 6-9N-6E, Seminole County,

1/24 of 1/8 royalty interest in and to the E 2 of the NW4 of the SE4 and the N W4 of the NE4 and the N2 of the SW4 of the SE4 and the E4 of the SE4 of 12-1N-4W, Stephens County,

1/16 of 1/8 royalty interest in and to the SW4 of the SW4 of 25-8N-6E, Seminole County,
2/16 of 1/8 royalty interest in and to the N 1/2 of the SE4 of 7-18N-4E, Payne County,
1/32 of 1/8 royalty interest in and to the SW4 of the NW4 of 6-9N-6E, Seminole County,
1/20 of 1/8 royalty interest in and to the S2 of the SE4 of 20-7N-5E, Pottawatomie County.
17/80 of 1/8 royalty interest in and to the SW4 of the NE4 of 6-9N-6E, Seminole County,
1/16 of 1/8 royalty interest in and to the E2 of the SW4 of 19-7N-5E, Pottawatomie County,
1/20 of 1/8 royalty interest in and to the N 1/2 of the SE4 of 6-9N-6E, Seminole County,
1/16 of 1/8 royalty interest in and to the N2 of the N 1/2 of 29-7N-5E, Pottawatomie County,
3/80 of 1/8 royalty interest in and to the E2 of the NE4 of 30-7N-5E, Pottawatomie County,
1/16 of 1/8 royalty interest in and to the E2 of the SE4 of 19-7N-5E, Pottawatomie County,
1/8 of 1/8 royalty interest in and to the SE4 of the SW4 of 6-9N-6E, Seminole County,
3/32 of 1/8 royalty interest in and to the NE of the SW4 of 30-7N-5E, Pottawatomie County.
1/160 of 1/8 royalty interest in and to the S2 of the N W4 of 30-7N-5E, Pottawatomie County,
5/64 of 1/8 royalty interest in and to the E2 of the SW4 of 20-7N-5E, Pottawatomie County,
5/64 of 1/8 royalty interest in and to the E2 of the SW4 of 20-7N-5E, Pottawatomie County,
1/16 of 1/8 royalty interest in and to the N W4 of the SE4 of 30-7N-5E, Pottawatomie County,
1/16 of 1/8 royalty interest in and to the N E4 of the SE4 of 30-7N-5E, Pottawatomie County,
5/32 of 1/8 royalty interest in and to the S2 of the SW4 of 30-7N-5E, Pottawatomie County, 1/16 of 1/8 royalty interest in and to the SW4 of the SE4 of 30-7N-5E, Pottawatomie County,
1/16 of 1/8 royalty interest in and to the N2 of the N E4 of 31-7N-5E, Pottawatomie County,
9/80 of 1/8 royalty interest in and to the SW4 of the N W4 of 13-7N-6E, Seminole County,
3/80 of 1/8 royalty interest in and to the S2 of the N W4 of 18-8N-5E, Pottawatomie County,
200/7500 of 1/8 royalty interest in and to the E2 of the SW4, Lots 3 & 4 of 7-8N-6E, Seminole County,
3/80 of 1/8 royalty interest in and to the S2 of the N 1/2 of 26-7N-4E, Pottawatomie County,
3/20 of 1/8 royalty interest in and to the E3/4 of the SE4 of 23-7N-4E, Pottawatomie County,
1/16 of 1/8 royalty interest in and to the N W4 of the NW4 of 25-7N-5E, Pottawatomie County,
1/49 of 1/8 royalty interest in and to the E 1/4 of the E 1/4 and 9 A. in the N2 of the E 1/4 of the E 1/4 of 36-7N-4E, Pottawatomie County,
30/480 of 1/8 royalty interest in and to the E2 of the SW4 and the SW4 of the SW4 of 11-8N-5E, Seminole County,
1/80 of 1/8 royalty interest in and to the E2 of the E 1/4 of 18-8N-5E, Pottawatomie County,
1/16 of 1/8 royalty interest in and to the E2 of the E 1/4 of 18-8N-5E, Pottawatomie County,

19/640 of 1/8 royalty interest in and to the W2 of the SE4 of 18-8N-5E, Pottawatomie County,

5/80 of 1/8 royalty interest in and to the E2 of the SW4 of 1-6N-4E, Pottawatomie County,

1/12 of 1/8 royalty interest in and to the S2 of the N W4 and the N W4 of the SW4 of 11-8N-5E, Seminole County,

1/40 of 1/8 royalty interest in and to the E2 of the NW4 of 7-8N-5E, Pottawatomie County,

1/40 of 1/8 royalty interest in and to the W2 of the SE4 of 7-8N-5E, Pottawatomie County,

1/40 of 1/8 royalty interest in and to the S2 of the SW4 of 7-8N-5E, Pottawatomie County,

1/40 of 1/8 royalty interest in and to the N2 of the SW4 of 7-8N-5E, Pottawatomie County,

1/40 of 1/8 royalty interest in and to the W2 of the N W4 of 7-8N-5E, Pottawatomie County,

19/160 of 1/8 royalty interest in and to the SW4 of the N E4 and the SE4 of the N W4 of 7-8N-6E, Seminole County,

21/240 of 1/8 royalty interest in and to the N E4 of the SW4 of 7-8N-6E, Seminole County,

9/160 of 1/8 royalty interest in and to the E2 of the NE4 of 1-8N-5E, Seminole County,

1/12 of 1/8 royalty interest in and to the S2 of the N W4 and the W4of the N W4 of 16-16N-10E, Creek County,

23/480 of 1/8 royalty interest in and to the SW4 of the NE4 and the N W4 of the SE4 and the N E4 of the SW4 of 18-9N-6E, Seminole County,

239/2560 of 1/8 royalty interest in and to the SE4 of the NE4 of 17-7N-4E, Pottawatomie County,

187/2560 royalty interest in and to the SW4 of the N E4 of 17-7N-4E, Pottawatomie County,

1/16 of 1/8 royalty interest in and to the W2 of the N W4 of 17-7N-4E, Pottawatomie County,

11/64 of 1/8 royalty interest in and to the N2 of the NE4 of 19-6N-4E, Pottawatomie County,

29/320 of 1/8 royalty interest in and to the S2 of the N W4 of 19-6N-4E, Pottawatomie County,

19/160 of 1/8 royalty interest in and to the N2 of the SW4 of 17-7N-4E, Pottawatomie County,

1/20 of 1/8 royalty interest in and to the N2 NE of the SW4 of 17 7N-4E, Pottawatomie County,

1/16 of 1/8 royalty interest in and to the N2 of the NW4 of 1-7N-4E, Pottawatomie County,

23/160 of 1/8 royalty interest in and to the S2 of the N W4 of 1-7N-4E, Pottawatomie County,

9/32 of 1/8 royalty interest in and to the NE4 of the SE4 of 19-6N-4E, Pottawatomie County,

8/239 of 1/8 royalty interest in and to the E2 of the SE4 and the N W4 of the SE4 (less ½ A.) of 2-7N-4E, Pottawatomie County,

3.32 of 1/8 royalty interest in and to the N2 of the N W4 of 18-8N-6E, Seminole County,

1/30 of 1/8 royalty interest in and to the N W4 of the N W4 and the W2 of the SW4 of the NW4 of 11-9N-6E, Seminole County,

1/40 of 1/8 royalty interest in and to the S2 of the SW4 of 23-7N-6E, Seminole County,

7/80 of 1/8 royalty interest in and to the N2 of the SW4 of 25-7N-6E, Seminole County,

1/40 of 1/8 royalty interest in and to the S2 of the SW4 of 17-6N-4E, Pottawatomie County,

2/15 of 1/8 royalty interest in and to the W2 of the NW4 of the N W4 and the W2 E2 of the NW4 of the N W4 of 20-6N-4E, Pottawatomie County,

1/8 of 1/8 royalty interest in and to the SE4 of the SE4 of 19-6N-4E, Pottawatomie County,

10/49 of 1/8 royalty interest in and to the 49A. in the E2 of the NW4 of 19-6N-4E, Pottawatomie County,

9/40 of 1/8 royalty interest in and to the SE4 of the SE4 of 19-6N-4E, Pottawatomie County,

3/20 of 1/8 royalty interest in and to the NW4 of the NW4 of 26-7N-6E, Seminole County,

1/8 of 1/8 royalty interest in and to the SW4 of the SE4 and the SE4 of the SW4 of 19-6N-4E, Pottawatomie County,

1/32 of 1/8 royalty interest in and to the N2 of the SW4 of 1-7N-4E, Pottawatomie County,

1/16 of 1/8 royalty interest in and to the S2 of the NE4 of 2-7N-4E, Pottawatomie County,

3/32 of 1/8 royalty interest in and to the SE4 of the NW4 of 18-9N-6E, Seminole County,

1/32 of 1/8 royalty interest in and to the NE4 of the NW4 of 18-9N-6E, Seminole County,

3/80 of 1/8 royalty interest in and to the SW4 of the NW4 of 18-9N-6E, Seminole County,

1/20 of 1/8 royalty interest in and to the NE4 of the NE4 of 19-9N-6E, Seminole County,

1/8 of 1/8 royalty interest in and to the NE4 of the NW4 and the NW4 of the NE4 of 19-9N-6E, Seminole County,

13/80 of 1/8 royalty interest in and to the NW4 of the SW4 of 17-9N-6E, Seminole County,

1/12 of 1/8 royalty interest in and to the W2 of the SW4 and the SE4 of the SW4 of 18-9N-6E, Seminole County,

3/80 of 1/8 royalty interest in and to the W2 of the SE4 of 7-6N-8E, Seminole County,

13/160 of 1/8 royalty interest in and to the S2 of the NE4 of 19-9N-6E, Seminole County,

3/80 of 1/8 royalty interest in and to the E2 of the SE4 of 5-7N-7E, Seminole County,

1/10 of 1/8 royalty interest in and to the SW4 of the NW4 of 17-9N-6E, Seminole County,

11/240 of 1/8 royalty interest in and to the N2 of the NW4 and the SE4 of the NW4 of 17-9N-6E, Seminole County,

109/960 of 1/8 royalty interest in and to the SE4 of the NE4 of 18-9N-6E, Seminole County,

49/960 of 1/8 royalty interest in and to the NE4 of the NE4 of 18-9N-6E, Seminole County,

11/160 of 1/8 royalty interest in and to the S2 of the NW4 of 19-9N-6E, Seminole County,

1/24 of 1/8 royalty interest in and to the NW4 of the NE4 of 18-9N-6E, Seminole County,

1/30 of 1/8 royalty interest in and to the SW4 of the SW4 of 17-9N-6E, Seminole County,

1/20 of 1/8 royalty interest in and to the N2 of the SE4 and the S2 of the SW4 of the NE4 of 12-6N-7E, Seminole County,

1/16 of 1/8 royalty interest in and to Lots 3 & 4 or W2 of SW4 of 7-6N-8E, Seminole County,

1/6 of 1/8 royalty interest in and to the S2 of the NE4 of the SW4 and SE4 of the SW4 of 19-9N-6E, Seminole County,

3/20 of 1/8 royalty interest in and to the NE4 of the NE4 less 2-½ A. of 13-6N-7E, Seminole County,

13/160 of 1/8 royalty interest in and to the NE4 of the SE4 of 19-9N-6E, Seminole County,

1/6 of 1/8 royalty interest in and to the SW4 of the SW4 and the S2 of the NW4 of the SW4 of 19-9N-6E, Seminole County,

3/10 of 1/8 royalty interest in and to the N2 of Lot 2 or the N2 of the SW4 of the NW4 of 18-6N-8E, Seminole County,

1/12 of 1/8 royalty interest in and to the SE4 of the SW4 and the S2 of the NW4 of the SW4 of 11-9N-6E, Seminole County,

43/160 of 1/8 royalty interest in and to the NW4 of the SE4 of 19-9N-6E, Seminole County,

1/8 of 1/8 royalty interest in and to the SE4 of the NE4 of 13-6N-7E, Seminole County,

1/8 of 1/8 royalty interest in and to the NW4 of the NW4 of 18-6N-8E, Seminole County,

1/20 of 1/8 royalty interest in and to the NW4 of the NW4 of 20-9N-6E, Seminole County,

1/12 of 1/8 royalty interest in and to the L2 of the NW4 and the N2 of the SW4 of 23-9N-5E, Seminole County,

13/80 of 1/8 royalty interest in and to the L2 of the NW4 of 23-9N-5E, Seminole County,

3/320 of 1/8 royalty interest in and to the L2 of the N2 of 22-9N-5E, Seminole County,

1/40 of 1/8 royalty interest in and to the S2 of the SE4 and the S2 of the NE4 of the SE4 of 8-6N-6E, Seminole County,

1/12 of 1/8 royalty interest in and to the N2 of the NE4 and the SW4 of the N2 of 25-9N-5E, Seminole County,

1/4 of 1/8 royalty interest in and to the SE4 of the SE4 of 24-9N-5E, Seminole County,

27/480 of 1/8 royalty interest in and to the L2 of the SE4 and the SW4 of the SE4 of 18-9N-6E, Seminole County,

1/320 of 1/8 royalty interest in and to the SE4 of 31-11N-2W, Oklahoma County,

1/160 of 1/8 royalty interest in and to the NE4 of the NW4 and the S2 of the NE4 and the NE4 of the SW4 of 8-7N-7E, Seminole County,

7/160 of 1/8 royalty interest in and to the SW4 of 7-14N-4E, Lincoln County,

3/64 of 1/8 royalty interest in and to Lots 1 and 2 and the SE4 of the NW4 of 7-14N-4E, Lincoln County,

6/160 of 1/8 royalty interest in and to the NW4 or Lot 1 and 2 and the S2 of the NW4 of 31-11N-2W, Oklahoma County,

1/10 of 1/8 royalty interest in and to the L2 of the NW4 and the NW4 of the SW4 of 23-9N-5E, Seminole County,

3183/8000 of 1/8 royalty interest in and to the SW4 of the SE4 and the SE4 of the SW4 of 20-6N-6E, Seminole County,

5/32 of 1/8 royalty interest in and to the NE4 of the NW4 of 29-6N-6E, Seminole County,

1/200 of 1/8 royalty interest in and to the S2 of the SE4 and the E2 of the NE4 of the SW4 of 14-7N-6E, Seminole County,

1/8 or 1/8 royalty interest in and to the N2 of the NE4 of 10-17N-9E, Creek

1/2 of 1/8 royalty interest in and to the S2 of the NW4 County.
of the SE4 of 31-8N-8E, Seminole County.

1/64 of 1/8 royalty interest in and to Lots 1 and 2 and the S2 of the NE4 of 3-24N-1W, Noble County,

1/16 of 1/8 royalty interest in and to the SW4 of 2-2S-3W, Carter County,

1/16 of 1/8 royalty interest in and to the W2 of the NW4 of the SW4 of 32-3N-5W, Grady County,

1/4 of 1/8 royalty interest in and to the SW4 of the SW4 of 1-8N-8E, Hughes County,

1/8 of 1/8 royalty interest in and to the East 40 A. of Lot 5 or the NW4 of the SW4 of 32-8N-6E, Seminole County,

17/480 of 1/8 royalty interest in and to the NW4 of 11-24N-1W, Noble County,

1/48 of 1/8 royalty interest in and to the SE4 of the NW4 and the N2 of the SW4 of 13-8N-6E, Seminole County,

16/80 of 1/8 royalty interest in and to the N2 of the SW4 of 4-27E-1W,

1/16 of 1/8 royalty interest in and to the S2 of the SE4 of 10-8N-6E, Seminole County,

1/16 of 1/8 royalty interest in and to the W2 of the N E4 of 20-17N-7E, Creek County, Oklahoma,

3/32 of 1/8 royalty interest in and to the SE4 of 17-29N-1E, Kay County,

5/80 of 1/8 royalty interest in and to the N W4 of the NE4 of 2-7N-4E, Pottawatomie County,

5/190 of 1/8 royalty interest in and to 95 A. in the SE4 of 23-11N-3W, Oklahoma County,

1/16 of 1/8 royalty interest in and to the N2 of the N E4 of 23-6N-3E, Pottawatomie County,

1/16 of 1/8 royalty interest in and to Lot 4 in the N W4 of 6-9N-6E, Seminole County,

7/120 of 1/8 royalty interest in and to the NE4 of the SE4 of 25-7N-4E, Pottawatomie County,

5/160 of 1/8 royalty interest in and to the N2 of the SW4 of 33-16N-9E, Creek County,

6/120 of 1/8 royalty interest in and to the E2 of the SW4 of 9-27N-5E, Kay County,

51/840 of 1/8 royalty interest in and to the SE4 of the SW4 of 29-6N-6E Seminole County,

1% overriding royalty in the Jerman lease in the City of Long Beach, California.

1% overriding royalty in the Mantello lease in the City of Long Beach, California,

3/8 of 1/8 royalty interest in and to the W2 of the NW4 of the SE4 of 31-15S-15W, Ouachita County, Arkansas,

5/96 of 1/8 royalty interest in and to the E2 of the N E4 of 33-15S-15W, Ouachita County, Arkansas,

1/8 of 1/8 royalty interest in and to the NW4 of the NW4 less 10 A. in 8-16S-15W, Union County, Arkansas,

3/16 of 1/8 royalty interest in and to the N2 of the S2 of the SW4 of the SW4 of 10-16S-15W, Union County, Arkansas,

3/16 of 1/8 royalty interest in and to the S2 of the SW4 of the SW4 of the SW4 of 10-16S-15W, Union County, Arkansas,

3/16 of 1/8 royalty interest in and to the NE4 of the SW4 of the SW4 of 10-16S-15W, Union County, Arkansas,

1/8 of 1/8 royalty interest in and to 53 A. in the N2 of the NE4 of 25-22S-12E, Greenwood County, Kansas,

7/8 of 1/8 royalty interest in and to the W. 59 A. in the E2 of the SW4 of 14-16N-24E, Miami County, Kansas,

3/64 of 1/8 royalty interest in and to the S2 of the NE4 of 9-21S-3W, McPherson County, Kansas

3/64 of 1/8 royalty interest in and to the N2 of the SE4 of 9-21S-3W, McPherson County, Kansas.

1/4 of 1/8 royalty interest in and to the N2 of the NW4 of 17-12S-15W, Russell County, Kansas,

3/80 of 1/8 royalty interest in and to the N2 of the N E4 of 25-31S-2W, Sumner County, Kansas,

1/16 of 1/8 royalty interest in and to 104 A. of J. Rose Survey, Van Zandt County, Texas.

Exhibit "B"

Name	Shares	Name	Shares
T. J. Booth	713	Mayo Cook	17
A. W. Kincaid	59	Raymond Cook	17
Minnie Wickham	38	Samantha V. Adamson	27
Jennie Phenicie	40	Louis J. Allen	209
A. C. Meloy	76	Jessie Barrett	41
Millard F. Woods	60	Noah E. Berrick	87
William Frahs	400	Edith B. Berrick	13
J. R. Hibler	599	Frank H. Cahoon	115
Irene Hibler	45	Pat Crayhon	1
Catherine Lane	25	Sophia D. Smidt	180
C. A. Phillips	151	Frank Dietsche	71
L. Lanning	200	Marie Dringenberg	33
A. N. Jenson	121	William Essig	334
Martha A. Crawford	94	Ida L. Woodward	45
Marcillah Wilson	59	Gertrude S. Evert	54
W. A. Thompson	140	Clara L. Evert	135
S. Y. Lehn	100	Elise A. Evert	84
Gus Wolf	67	Carey E. Jeter	354
Mrs. L. G. Kirk	70	Chas. D. Fox	133
Ida Jehle	300	Walter Frey	34
Louis Steiver	67	H. L. Green	188
J. E. Kiefer	100	Kathleen Elliott	1
Minnie Lake	202	L. B. Van Slyke	40
Lizzie Walker or Chan Walker	40	M. F. Foster	70
		E. A. Gaty	205
Elda Cook	23	Lora Collins	45
Addie O. Cares	6	Naomi Savage	30
Lyman W. Cook	206	Jennie Greer	54
Janis Cook	17	Lena Irwin	471
Anna C. Jeter	460	J. E. McBride	50
William C. Jones	371	Frank Martin	430
Lora Journot	194	E. C. Mauneri	600
Chas. L. Kile	267	A. J. Moore	20
Henry W. Krievel	60	Wm. M. Moore	30
L. W. Frank	27	National Trust Company,	
Jacob Frank	50	exec estate of	
John Falkenberg	340	W. C. Breckenridge	600
F. W. Flucke	26	Mrs. N. Pichin	140
J. Flucke	10	C. A. Parrish	64
Minnie Fox	354	L. Pendleton	11-
Viola Hamilton	80	R. B. Purviance	43
E. E. Hutson	400	H. F. Porter	20
W. E. Hooper	67	J.W. Phillips, Agent	30
W. P. Halsey	15	Walter Priddy	100
Carrie E. Jeter	354	L. Parrott	164
Thos. Jeffrion	20	J. E. Painter	334
Jos. Jeffrion, Sur.	50	J. L. Parr	10
Joseph Jeffrion, Jr.	10	Thomas Reed	100
Frederick Jeffrion	10	J. R. Ross	70
Phrie Jewett	405	L. W. Rabouin	100
Sarah A. Lohman	67	L. E. Rabouin	10
L. T. Lane	50	D. L. Rabouin	30
A. E. Lee	82	L. P. Ramsden	100
W. G. Laver	1020	T. O. Schiereneberg	194
Walter P. Lee	10	S. E. Stafford	10
Isadore Levy	10	C. J. Stuckle	7
W. Douglas Lane	300	A. Schoenfeldt	720

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

EQUITY SESSION — TULSA, OKLAHOMA — FRIDAY, FEBRUARY 3, 1933

Name	Shares
G. Leonard	40
H. A. Laird	6
C. W. Miller	189
W. C. Martin	154
L. G. Mc Cray	700
Florence Mc Cra	407
A. G. Malone	10
W. P. Mans	10
H. D. McClellan	10
Alden Mc Clellan III	10
A. W. Mc Clellan	10
F. S. Mithen	10
F. S. Mithen	10
Lena Wall	53
Elizabeth Milli	44
Ellen Boyce	150
Thomas Grealy	34
R. A. Lavendar	7
C. A. Lane	10
James R. Johnston	18
Alta B. Mc Ewen	20
James B. Stephenson	90
Chas. Smith	6
Ruel Evans	10
Gertie Gott	47
Leonora Clemmins	7
Annie Mc Clellan	100
Frank Williams	209
S. J. Harris	100
J. W. Naylor	4030
A. Maude Rochford	153
J. T. Schutz	40
Edward C. Wilde	1000
James or Grace T. Wright	20
Mary C. Stretch	300
Catherine W. Miles	34
Anne E. Miles	34
Fred B. West	10
William H. Wallace	10
Donald J. Wallace	7
Herman Lesker	10
Roy Fitzpatrick	10
Osmar A. Mattes n	20
Thomas A. Tramor	40
Marget J. Gifford	135
Mary J. and Theresa L. C. Leonard	40
Charles S. Reed	60
Allina A. Bowen	80
Nina M. Ralph	40
Joseph S. Thornley	302
George B. Parker	110
Anna C. Gadbois	10
A. E. Schott	667
Wm. O. Schott	200
John W. Kriebel	210
Adam B. Lange	116
F. S. Laws	571
John A. Lovell	163
Mary E. Lunbeck	15
Fred Mills	440
Clarabell Smith	66
James Peack	200
N. D. Sturm	20
J. H. Terwilleger	134
Susan Thomason	67
Fred O. Gardiner, Inc.	320
Walter E. Burns	20
Emiley A. Wendell	362
Alice C. Wheelwright	300
George Godwin	100
Mrytle E. Godwin	50
May S. Coffin	120
G. Fred Swanson	40
Harry C. Starkweather	70
Robert A. and/or Fulda E. Macconkey	108
Alice A. Huntoon	82
Anna A. Rogers	50
Frederick T. or Florence M. Ennis	10
A. Norton Dorchester	80
Carrie E. M. Gifford	294
George F. Rawson	219
George L. Andrew	150
Catherine A. Sutton	20
Sara E. Wheelwright	50
Helen Wheelwright	50
George W. Johnson	318
Mary J. Leonard	305
Herman R. and May W. Simmons	100
June L. Greene	10
Elizabeth S. Wilby	50
Estella H. Smith	61
Joseph Guarini	15
Margaret Mc Coid	10
Ella E. Webster	35
Wallace L. and Clara T. Sanborn	185
Ralph W. Hayman	35
Percy N. White	160
Sara E. Connole	20
Robert Bryson or Margaret Bryson	100
Frank P. Casey	50
Elizabeth Wilkinson	10

Name	Shares	Name	Shares
James Craig	10	W. R. Dougherty	60
Dr. George H. Perry	20	H. H. Dittner	200
Rohobe L. Magrane	10	C. DeMajo	10
George R. Humes	80	F. A. Dicks	100
Lucinda J. Eggleston	13	C. B. Dicks	10
Clara E. Mc Cluggage	5	J. H. Ditts	10
John H. or Nettie G. Fisher	63	Wm. Dearman	30
		Effie Earl	172
Louis H. E. Jacques	30	L. M. Eames	20
Eglantine H. Foster	70	R. B. Eskrigge	100
Anna V. Harriss	10	Edith Eskrigge	20
Helen B. Fisher	20	Daniel Engelhaupt	20
Ann B. Camerson	10	C. F. Frantz	700
Elizabeth A. Hurley	20	W. C. Simpson	50
Winifred H. Redding	18	Mrs. W. C. Simpson	40
John W. Boaz	40	A. W. Sauer	100
Vesta Bonebrake	50	J. A. Selan	35
L. R. Brown	190	John Shultis	1000
J. R. Bennett	14	Vera I. Shultis	500
Bessie Buchanan	6	F. Sanders	183
Frank Ballance	427	A.R. Thickett	100
Fred Boember		Alf. C. Theard	40
P. H. Brown	50	Upper Canada Investment Trust	70
D. S. Blasing	100		
H. M. Butomiere	500	Ida L. Woodward	45
Noel Halsey Barnes	100	R. F. Wilson	45
B. B. Backes	10	M. B. Wogan	10
M. J. Backes	10	V. B. Wilkinson	10
L. W. Brabb	1140	Leonora Woods	334
E. Browning	48	B. B. Woods	34
Floyd Cook	6	Mrs. J. M. Wade	20
Alice M. Chambers	399	F. M. Westlake	14
C. Connorton	17	W. H. Wardell	100
B. P. Crowe	60	Edw. Winnor	830
B. W. Dunn	100	Barbara Young	17

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 Greer Investment Company, a Corporation, et al., agreeably to the act of Congress, in such case made and provided, fully and at large appears;

AND WHEREAS, on the 21st day of September, 1932, the motion of appellants to dismiss the appeal herein as to Greer Investment Company, a corporation, Oil Properties Company, a corporation, F. H. Greer, L. L. Greer and J. A. Ruffer, individually, and as Trustees of Petroleum Royalties Company, and as officers, directors and stockholders of Greer Investment Company, a corporation, and of Oil Properties Company, a corporation, was by the order of this court granted and the appeal as to said Greer Investment Company, a corporation, Oil Properties Company, a corporation, F. H. Greer, L. L. Greer and J. A. Ruffer, individually, and as Trustees of Petroleum Royalties Company, and as officers, directors and stockholders of Greer Investment Company, a corporation, and of Oil Properties Company, a corporation, was thereby dismissed out of this court.

AND WHEREAS, at the September 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 as to the relief granted against the Petroleum Royalties Company of Oklahoma, a corporation; and that T. J. Booth et al., appellees have and recover of and from Petroleum Royalties Company of Oklahoma, a corporation, appellant, their costs herein.

- - December 19, 1932;

You, therefore, are hereby commanded that such proceedings be had in said cause, as according to right and justice, and the laws of the United States, ought to be had, the said appeal notwithstanding.

WITNESS, the Honorable CHARLES E. HUGHES, Chief Justice of the United States, the 1st day of February, in the year of our Lord one thousand nine hundred and thirty-three.

COSTS OF Appellees:
Clerk, [illegible]
Printing Record [illegible]
Attorney, 330.00
330.00

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

ENDORSED: Filed Feb 3 1933
H. P. Warfield, Clerk
U. S. District Court

W. G. ADAMS, Plaintiff,)
)
-vs-) No. 816 - Equity.
)
CONTINENTAL OIL CO. et al, Defendants.)

Now on this 3rd day of February, A. D. 1933, there comes on for hearing, application of defendants to vacate Restraining Order. Thereupon, the following witnesses are sworn and examined: J. R. Sharp, J. E. Black and Bob Bradshaw. And thereafter, after being fully advised in the premises, said application is denied. It is further ordered by the Court that Plaintiff make bond in the sum of $2,000.00 by 10:00 o'clock A.M., February 6, 1933 or Restraining be dissolved, if bond is made, said Restraining Order to remain in force, as per order.

Court adjourned until February 4, 1933.

EQUITY SESSION TULSA, OKLAHOMA SATURDAY, FEBRUARY 4, 1933

Court convened pursuant to adjournment, Saturday, February 4, 1933.

Present: Hon. J. B. 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.

Sarah C. Corbett, Plaintiff,)
vs.) No. 734 Equity.
The Rialto Mining Company, et al., Defendants.)

O R D E R

On this the 4th day of February, 1933, came on for hearing the application of defendant, Rialto Mining Corporation, for leave to file instanter an Amended Answer to plaintiff's bill, and it appearing to the Court that counsel for plaintiff have agreed that the said application for leave to amend may be submitted to the court at this time, the regular Judge of this District presiding, and upon consideration of the application,

IT IS ORDERED that said defendant, Rialto Mining Corporation be and is allowed to file an amended answer instanter. Plaintiff's counsel except to this order so far as it allows the said amended answer to be filed.

F. E. KENNAMER
Judge.

ENDORSED: Filed Feb 4 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until February 6, 1933.

EQUITY SESSION TULSA, OKLAHOMA MONDAY, FEBRUARY 6, 1933

Court convened pursuant to adjournment, Monday, February 6, 1933.

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 EASTERN DISTRICT OF OKLAHOMA.

T. J. Booth, et al, Plaintiffs,)
vs.) No. 163 Equity
Greer Investment Company, a corporation, et al, Defendants.)

O R D E R

The above cause coming on for hearing on this 6th day of February, A. D. 1933, upon the application of Paul L. Taliaferro, Receiver Pendente Lite of Petroleum Royalties Company a Trust Estate, for an order of this Court authorizing said Receiver to execute an oil and gas mining lease on the four (4) acre royalty interest of the Petroleum Royalties Company in and to the premises commonly known and described as

The Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 2, Township 7 North, Range 4 East, Pottawatomie County, Oklahoma;

to one Charles F. Hall, as lessee, conditioned on the said lessee commencing an offset well to the aforedescribed premises by March 1, 1933. The Court having considered said application and being fully advised in the premises finds that said application should be granted

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Paul E. Taliaferro, Receiver Pendente Lite of Petroleum Royalties Company, a Trust Estate, is hereby authorized and directed to execute as lessor to Charles F. Hall, as lessee, an oil and gas mining lease covering the aforedescribed premises upon the terms and conditions as set forth in said application.

F. E. KENAMER
UNITED STATES JUDGE.

ENDORSED: Filed Feb 6 1933
H. P. Warfield, Clerk
U. S. District Court

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

J. FRANKLIN [illegible], Complainant)
vs.) IN EQUITY NO. 684 ✓
SUBRAY OIL COMPANY AND SUBRAY OIL CORPORATION, Defendants.)

O R D E R

Now on this 6th day of February, 1933, the petition of C. H. Wright for an order authorizing the Receiver to accept the proposal in writing of the Magnolia Petroleum Company to purchase 300,000 bbls. of Oklahoma City crude oil, a copy of which proposal is attached to the petition, and to pay a commission in connection with the negotiation thereof, was presented to the Court and evidence introduced thereon; and it appearing to the Court that the Receiver should be permitted to accept said contract subject to the provisions of this order and to fulfil the same from its owned production in the Oklahoma City Field, or from other sources if the same be profitable to the Receivership Estate; it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that C. H. Wright, Receiver herein, be and he is hereby authorized to accept said contract with the Magnolia Petroleum Company for the sale of 300,000 bbls. of Oklahoma City crude oil, such acceptance to be conditioned upon the Receiver being able to produce oil in the quantities specified for daily delivery under valid and enforceable orders of the Corporation Commission of the State of Oklahoma, or to fulfill the same from other sources if the same shall be profitable to the Receivership Estate; and that the Receiver be and he is hereby authorized to operate the receivership's properties in the Oklahoma City Field in the fulfillment of said contract and produce oil therefrom, subject to all of the valid, equitable and enforceable orders and regulations with reference thereto.

IT IS FURTHER ORDERED by the Court that the Receiver be and he is hereby authorized to pay, if, as and when said oil shall be delivered and paid for, a commission of not to exceed five cents (5¢) per barrel for the negotiation and consummation of the sale of said oil.

IT IS FURTHER ORDERED by the Court that the proceeds on all oil produced under this order shall be paid to the holder of the mortgage upon said properties as heretofore ordered by the Court.

Dated at Tulsa, Oklahoma, February 6th, 1933.

R. L. KENNAMER
United States District Judge.

ENDORSED: Filed Feb 6 1933
H. P. Warfield, Clerk
U. S. District Court

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

J. FRANKLIN BAUSCH,	Complainant	
vs		IN EQUITY NO. 684
SUNRAY OIL COMPANY, and SUNRAY OIL CORPORATION,	Defendants	

O R D E R

This cause coming on to be heard this ___ day of December, 1932 upon the application of C. H. Wright for an allowance of temporary receiver's fees, and the Court having considered said application and being fully advised in the premises is of the opinion that said application should be granted, and it is therefore,

ORDERED AND ADJUDGED that C. H. Wright, Receiver of Sunray Oil Company be and he is hereby authorized and directed to pay out of the funds now available or which may hereafter become available to himself the sum of $7,500.00 as Receiver's fees, said allowance together with all former allowances to apply on any final allowance to said Receiver to be rendered herein as such Receiver.

R. L. KENNAMER
UNITED STATES DISTRICT JUDGE

ENDORSED: Filed Feb 6 1933
H. P. Warfield, Clerk
U. S. District Court

UNITED STATES OF AMERICA,	Plaintiff,	
-vs-		No. 769 - Equity.
PLUTO A. HOLBERT & O. L. HOLBERT,	Defendants.	

Now on this 6th day of February, A. D. 1933, it is ordered by the Court that the above styled cause be, and it is hereby, passed temporarily, pending settlement.

EQUITY SESSION — DISTRICT OF OKLAHOMA — ENID, OKLAHOMA — ENID, FEBRUARY 6, 1933

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

Caroline L. Yeargain, individually and as administratrix of the Estate of Scott A. Yeargain, deceased, et al,	Complainants,	In Equity No. 821 ✔
vs.		
Joseph D. Yeargain, et al,	Defendants.	

O R D E R

For good cause shown it is hereby ordered that the defendant, the Midland Savings and Loan Company, a corporation, be and it hereby is given to and including the 6th day of March, 1933, to file answer herein to the Bill of complaint.

F. E. KENNAMER
JUDGE

O.K. WILLIAM NEFF

ENDORSED: Filed Feb 6 1933
H. P. Warfield, Clerk
U. S. District Court

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

PAJO AMUSEMENTS, INC., a corporation,	Plaintiff,	In Equity No. 850 ✔
vs.		
WILSON ROGERS,	Defendant.	

FINAL DECREE.

This cause came on to be heard upon the Bill of Complaint, plaintiff's application for preliminary injunction, the affidavits filed by the plaintiff in support of said application, and order to show cause why preliminary injunction should not issue, and it appearing that the defendant has been duly served, and

The plaintiff having appeared in court by its attorneys, Yancey, Spillers & Brown and Arthur C. Brown, and the defendant having appeared by his counsel, F. E. Warren, and it appearing that the parties to this case have settled all damages and claims out of court and arising out of any infringement of the Letters Patent in suit up to this date, and it further appearing that said defendant has agreed to purchase from plaintiff a license for each of the marble game devices operated by him for a consideration of Ten Dollars ($10.00) each;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That United States Reissue Letters Patent no. 17,901, granted February 10th, 1931, to Hackley Morrison, as assignee by mesne assignments of Frank W. Allison, are good and valid in law.

2. That the plaintiff Pajo Amusements, Inc., owns the entire legal title to said Letters Patent as recited in said Bill of Complaint.

3. That the defendant, Nelson Rogers, has infringed upon said Letters Patent, and upon plaintiff's rights thereunder by using "Game Apparatus" containing and embodying the invention covered by said Letters Patent, and set forth in claims thereof, and particularly claims, 14, 15, 21, 22, and 24 thereof relating to a sliding plate for supporting balls in openings in the playing field when in one position, and for releasing said balls through said openings when in another position, and to means for returning balls for actuation by a projecting means, and reading as follows:

> 14. "A game apparatus comprising a board having openings therethrough, means for projecting a ball into one of said openings, and means for returning the projected ball into position for actuation by the projecting means, said ball returning means comprising a ball pocket in the form of a vertically disposed tube, constructed to engage and guide the ball, and mechanism for forcing the ball up through said tube.
>
> 15. "A game apparatus comprising a board having openings therethrough, means for projecting a ball into one of said openings, and means for returning the projected ball into position for actuation by the projecting means, said ball returning means comprising a downwardly inclined runway disposed below the board, along which runway the ball is caused to roll by gravity, a ball pocket in the form of a tube constructed to engage and guide the ball, said tube extending upwardly from the lowest point of said runway and having adjacent thereto an opening by which the ball may enter said tube and mechanism for elevating the ball through said tube.
>
> 21. "A game apparatus comprising a board having ball seats, means for projecting a ball into one of said seats, and means for returning the projected ball into position for actuation by the projection means, said ball returning means comprising a downwardly inclined runway disposed below the board, along which runway the ball is caused to roll by gravity, a ball pocket in the form of a tube constructed to engage and gude the ball, said tube extending upwardly from the lowest point of said runway, and having adjacent thereto an opening by which the ball may enter said tube, and mechanism for elevating the ball through said tube.
>
> 22. "A game apparatus comprising a board having openings therethrough constituting ball seats, a plate movably mounted beneath said board and serving to support a ball within one of said openings, means for projecting a ball into one of said seats, and means for returning the projected ball into position for actuation by the projecting means.
>
> 24. "A game apparatus comprising a horizontal board having openings therethrough constituting ball seats, a support slidably mounted beneath said board and serving when in one position to retain a ball within one of said openings, means for projecting a ball into one of said seats, means for shifting said support to release the ball, so that it falls by gravity through the opening, and means for returning the projected and released ball into position for actuation by the projecting means, said ball returning means comprising a downwardly inclined runway disposed below the board, a tube extending upwardly from the lowest point of said runway, and having adjacent thereto an opening by which the ball may enter said tube, and mechanism for elevating the ball through said tube."

4. That plaintiff, having adjusted damages with said defendant for past infringement and that said defendant is hereby permanently enjoined from the further operation of said Game Apparatus in infringement of said Letters Patent, except with the license which plaintiff shall give to said defendant for each of said machines for a consideration of Ten Dollars ($10.00), which said license agreement plaintiff is hereby ordered to give to said defendant for each of the Game Apparatus being operated by him, and defendant is ordered to pay to said plaintiff the sum of Ten ($10.00) Dollars for a license for each game, and said license shall be for the remainder of the term of said Letters Patent.

5. That the costs of this suit shall be paid by plaintiff.

DATED this 6th day of February, 1933.

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

O.K. WELSON ROGERS, Defendant.
O.K. F. E. WARREN, Attorney for Defendant
O.K. PAJO AMUSEMENT INC., by J. A. Johnston, Pres.
Plaintiff.
O.K. ARTHUR A. BROWN, YANCEY SPILLERS & BROWN
Attorneys for Plaintiff

ENDORSED: Filed Feb 6 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until February 7, 1933.

EQUITY SESSION TULSA, OKLAHOMA TUESDAY, FEBRUARY 7, 1933

Court convened pursuant to adjournment, Tuesday, February 7th, 1933.

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.

T. J. BOOTH, et al., Plaintiffs,)
)
vs) NO. 665 Equity. ✓
)
GRUBER INVESTMENT COMPANY, et al, Defendants.)

O R D E R

The above cause coming on for hearing this 7th day of February, A. D. 1933, upon the application of Paul M. Paliaferro, Receiver, for an order authorizing said receiver to pay the sum of one hundred and seventy-nine and 55/100 dollars ($179.55), to compromise the litigation pending on the interest of said receiver in the Benjamin Noble Royalty, and the Court having considered said application and being fully advised in the premises, is of the opinion that said application should be granted.

IT IS THEREFORE ORDERED that Paul M. Paliaferro, Receiver, be, and the same hereby is authorized and empowered to pay to Irvin L. Wilson, or Harry M. Crowe, the sum of one

hundred seventy nine and fifty five cents ($179.55), in settlement of the litigation pending on said Benjamin Noble royalty.

J. E. KENNAMER
Judge.

ENDORSED: Filed Feb 7 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until February 8, 1933.

EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, FEBRUARY 8, 1933

Court convened pursuant to adjournment, Wednesday, February 8, 1933.

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

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

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

Real Estate Mortgage Trust Company, a corporation, as Trustee, Plaintiff,

vs.

Cynthia T. Aaronson, Arthur Newlin, Robert L. Owen, C. M. Gordon, and Manhattan Construction Company, Defendants.

No. 795 Equity. ✓

D O R D E R

This cause coming on to be heard on this the 13th day of January, 1933, the plaintiff appeared by its attorneys, Bryan, Williams, Cave and McPheeters, and Geo. S. Ramsey, Edgar A. de Meules, Willard Martin and Garrett Logan; the defendant Cynthia T. Aaronson by her attorney, Marvin Johnson, Esq., and the defendants C. M. Gordon and Manhattan Construction Company, having disclaimed herein all right, title and interest in and to the property described in the petition, appeared not, and Robert L. Owen, having disclaimed right, title and interest in and to the property superior to the claim of the plaintiff, appeared not; and it appearing that a subpoena in the above entitled cause having been returned, which return has been filed, and it appearing therefrom that said subpoena was duly served on the defendant Arthur Newlin, and that no appearance has been entered on the part of said defendant or motion to dismiss or plea or answer filed or otherwise, although such appearance should have been entered or pleading filed on or before the 14th day of November, 1932, and the defendant Arthur Newlin having been called three times in open court to appear, plead or answer came not; and the court, having heard all the evidence and being fully advised in the premises, finds all of the issues in favor of the plaintiff and against the defendants; and finds that the mortgage set forth in the bill of complaint wives a genuine suit;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover from the defendant Cynthia T. Aaronson the sum of Two Hundred Eighteen Thousand, One Hundred Twenty-five and 36/100 ($218,125.36) Dollars, with interest thereon at the rate of eight per cent per annum from the date hereof, and for the further sum of Four Thousand (4,000.00) Dollars, as attorneys' fees to be taxed as costs, together with the costs of this action; and

IT IS FURTHER ORDERED, CONSIDERED AND ADJUDGED that this judgment for said sums be, and is, a valid first lien upon the following described lands, located in Tulsa County, in the State of Oklahoma, to-wit:

The Southerly Ninety (90') feet of Lot Three (3), in Block One Hundred Fifty (150) of the original Townsite of Tulsa, formerly Indian Territory, now State of Oklahoma, more particularly bounded and described as follows, to-wit:

Beginning at the Southeast corner of said Lot Three (3), thence in a Northwesterly direction along the Easterly line of said Lot, a distance of Ninety (90') feet, thence at right angles in a Southwesterly direction a distance of one hundred forty (140') feet to the West line of said lot, the same being the East line of an alley running through the center of Block One Hundred Fifty (150), to a point on the West line of said Lot Three (3), Ninety (90') feet from the Southwest Corner of said lot, thence along the West line of said Lot Three (3), and the East line of said alley, in a Southeasterly direction a distance of Ninety (90') feet, to the Southwest corner of said lot, thence at right angles along the South line of Lot Three (3), in a Northeasterly direction, a distance of One Hundred Forty (140') feet to the point of beginning.

Together with all buildings, improvements erected or to be erected, thereon, and all machinery, fixtures, elevators, mechanical equipment, leases, rents, issues, profits, appurtenances and hereditaments thereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendant Arthur Newlin is in default and that he has no right, title nor interest in and to the lands and premises above described superior to the lien of the plaintiff; and by agreement of all the parties hereto, the court finds that on the first day of November, 1925, the defendant Cynthia T. Aaronson made, executed and delivered to the defendant Arthur Newlin, her certain mortgage covering the property and premises hereinbefore described to secure the payment of the sum of Twelve Thousand, Five Hundred ($12,500.00) Dollars, which mortgage is recorded in Book 577 at page 369 of the records of the office of the County Clerk in and for Tulsa County, upon which there is now due a balance of Five Thousand, Six Hundred Twenty-five ($5,625.00) Dollars, but that the lien of said mortgage is junior and inferior to that of the plaintiff herein decreed;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants C. M. Gordon and Manhattan Construction Company have no right, title nor interest in and to the lands and premises above described, and that they, and each of them be, and they hereby are, perpetually enjoined from setting up any claim of right therein and thereto; and it is further adjudged and decreed that the defendants Robert L. Owen and Arthur Newlin have no right, title nor interest in and to the lands and premises above described superior to the lien of the plaintiff.

IT IS FURTHER ADJUDGED that the mortgage set forth in the bill of complaint waives no raisement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if said Cynthia T. Aaronson fail for six months from the date hereof to pay to the plaintiff, Real Estate Mortgage Trust Company, the said sum of Two Hundred Eighteen Thousand, One Hundred Twenty-five and 36/100 ($218,125.36) Dollars, together with interest thereon at the rate of eight per cent per annum from the date hereof, and all of the costs of this action, including attorneys' fees, Saul F. Yager, who is hereby appointed Special Master for the purpose, who shall take his oath as such Special Master before entering upon his duties as such, shall sell in one parcel at public sale, without appraisement, to the highest and best bidder, for cash, except as hereinafter provided, the following described real estate, located in Tulsa County, State of Oklahoma, to-wit:

The Southerly Ninety (90') feet of Lot Three (3), in Block One Hundred Fifty (150) of the original Townsite of Tulsa, formerly Indian Territory, now State of Oklahoma, more particularly bounded and described as follows, to-wit:

Beginning at the Southeast corner of said Lot Three (3), thence in a Northwesterly direction along the Easterly line of said lot, a distance of Ninety (90') feet, thence at right angles in a Southwesterly direction a distance of One Hundred Forty (140') feet to the West line of said lot, the same being the East line of an alley running through the center of Block One Hundred Fifty (150), to a point of the West line of said Lot Three (3), Ninety 99)') feet from the Southwest corner of said lot, thence along the West line of said Lot Three (3), and the East line of said alley, in a Southeasterly direction, a distance of Ninety 990') feet, to the Southwest corner of said lot, thence at right angles along the South Line of Lot Three (3), in a Northeasterly direction, a distance of One Hundred Forty (140') feet to the point of beginning.

Together with all buildings, improvements erected or to be erected thereon and all machinery, fixtures, elevators, mechanical equipment, leases, rents, issues, profits, appurtenances and hereditaments thereof.

IT IS FURTHER ORDERED that in the event the defendant Cynthia T. Aaronson shall not pay the sums adjudged by the decree to be paid within six months from the date hereof, that the Special Master aforesaid shall sell the lands and premises above described at a sale to be held at the West Front Door of the County Court House of Tulsa County, Oklahoma, on the first day of September, 1933, at the hour of ten (10) o'clock A.M., and that notice of said sale shall previously be published once a week for at least four weeks in the Tulsa Daily World, which is here adjudged to be a newspaper printed regularly and issued and having a general circulation in Tulsa County, State of Oklahoma.

IT IS FURTHER ORDERED that the plaintiff, Real Estate Mortgage Trust Company, be permitted to bid at such sale, and that should it be the successful bidder it may apply the amount of its bid to the amount of the judgment herein rendered infull or pro tanto, exceptas to the costs of the sale and of this action, including attorneys' fees, and the reasonable compensation of the plaintiff as Trustee and his agents and attorneys for all services rendered in connection with the trust estate.

IT IS FURTHER ORDERED that any purchaser at the sale may satisfy and make good all or any part of his bid except the amount required to pay the costs of the sale, the trustee's compensation and that of his agents and attorneys for all services rendered in connection with the trust estate, and the costs of this action including attorneys' fees, by turning in to be cancelled or credited any bonds or coupons payable out of the proceeds upon distribution thereof; and such purchaser shall be credited therefor on account of his bid with such sums as would be payable on such bonds and coupons out of the purchase price if the whole amount thereof had been paid in cash.

IT IS FURTHER ORDERED that said Special Master shall apply the proceeds of said sale as follows:

First: In payment of the costs of said sale and of this action, including attorneys' fees and the Special Master's compensation.

Second: To the payment of all costs and expenses of executing the trust imposed upon the plaintiff by the mortgage set forth in the bill of complaint, including the reasonable compensation of the plaintiff as Trustee, its agents and attorneys, for all services rendered in connection with the trust estate.

Third: To the payment of this judgment.

Fourth: To the payment to the defendant Arthur Newlin or to his assignees, as their interests may appear, all sums of money due on notes secured by that certain mortgage of date of November 1, 1925, from Cynthia T. Aaronson to Arthur Newlin covering the property hereinbefore described,

which mortgage is recorded in Book 577 at page 369 of the records of the office of the county clerk in and for Tulsa County, Oklahoma.

Fifth: Any surplus remaining to be paid to defendant Cynthia J. Aaronson, or to the persons entitled thereto.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that from and after the sale of the above described lands and premises under and by virtue of this judgment and decree the defendants Cynthia J. Aaronson, Arthur Levlin, G. A. Gordon and Manhattan Construction Company, and all persons claiming by, through or under them, or any of them, be, and they hereby are, forever barred and foreclosed of and from all right, title, interest, estate or equity in or to said lands, or any part thereof; and

IT IS FURTHER ORDERED that the defendant Robert L. Owen be, and he is perpetually enjoined from asserting any claim or interest in the above described land, superior to the claim of the plaintiff, Real Estate Mortgage Trust Company.

IT IS FURTHER ORDERED that the jurisdiction of this Court be, and it is hereby, retained pending the determination of the matter of a decree for deficiency as provided for in Rule 10 of the Equity Rules, and for such other purpose as may properly arise; and that the order of this Court appointing Thomas J. Burke as receiver, entered in this cause on the 16th day of November, 1932, be, and the same is hereby, continued in full force and effect until the further order of this Court.

Done in open court on this the 13th day of January, 1938.

R. L. WILLIAMS
U. S. District Judge.

O.K. as to form
EDGAR A. de ERLER, for Plaintiff
MARVIN E. JOYCE
For defendant Cynthia Aaronson

Filed: Filed Feb 8 1938
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until February 10, 1938.

EQUITY SESSION TULSA, OKLAHOMA FRIDAY, FEBRUARY 10, 1938

Court convened pursuant to adjournment, Friday, February 10th, 1938.

Present: Hon. R. L. Williams, 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 EASTERN DISTRICT OF OKLAHOMA.

T. B. SLICK, Plaintiff,

vs. No. 510 Equity

UNION TRANSPORTATION COMPANY, a corporation, Defendant.

ORDER AUTHORIZING RECEIVERS TO BORROW MONEY

On this 10th day of February, 1933, upon the application of J. A. Frates and F. A. Bodovitz, receivers of Union Transportation Company, and it being made to appear that the said receivers are in need of funds with which to pay franchise taxes to the City of Tulsa,

And it further appearing that said Union Transportation Company is indebted to the First National Bank & Trust Company of Tulsa, Oklahoma, in the sum of Four Thousand Fifty Dollars ($4,050.00), and that the said receivers are indebted to said First National Bank & Trust Company in the sum of Two Thousand Eight Hundred Seventy-five Dollars ($2,875.00) as a part of the purchase price of the properties of the Berry Bus Lines Company, Inc.,

And it further appearing that the Union Transportation Company is obligated for said sum of Two Thousand Eight Hundred Seventy-five Dollars($2,875.00) by virtue of a lease and rental contract for use of the buses, equipment, franchise and routes of said Berry Bus Lines Company, Inc.,

And it further appearing that the sum of Twelve Thousand Dollars ($12,000.00) is sufficient to pay and discharge the said sum of Four Thousand Fifty Dollars ($4,050.00) due by Union Transportation Company to the First National Bank & Trust Company, and the sum of Two Thousand Eight Hundred Seventy-five Dollars ($2,875.00) due by said receivers to said First National Bank & Trust Company, which last named sum constitutes the rental obligation of Union Transportation Company, and to pay the franchise tax due the City of Tulsa, and that said loan is necessary for the successful operation of said Union Transportation Company, and for other good cause,

IT IS ORDERED that J. A. Frates and F. A. Bodovitz, receivers of Union Transportation Company, be and they are hereby authorized and empowered to procure a loan in the principal sum of Twelve Thousand Dollars ($12,000.00) from the First National Bank & Trust Company of Tulsa and to execute and deliver their notes, as said receivers, for said sum, said loan to be paid by said receivers at the rate of One Thousand Dollars ($1,000.00) on the principal of said loan each and every calendar month beginning thirty-one (31) days from and after the execution of said note, until said indebtedness is retired in full.

IT IS FURTHER ORDERED that said receivers pay and discharge the obligation of Union Transportation Company to said First National Bank & Trust Company in the amount of Four Thousand Fifty Dollars ($4,050.00) from the proceeds of said Twelve Thousand Dollar ($12,000.00) loan.

IT IS FURTHER ORDERED that said J. A. Frates and F. A. Bodovitz pay and discharge the said note executed by them to said First National Bank & Trust Company for the purchase of the properties and assets of Berry Bus Lines Company, Inc., from the proceeds of said Twelve Thousand Dollar ($12,000.00) loan.

IT IS FURTHER ORDERED that said J. A. Frates and F. A. Bodovitz execute and deliver all necessary and proper instruments of conveyance, bills of sale and assignments, transferring, setting over and assigning to the Union Transportation Company, all buses, equipment, as well as the franchise and any and all other property, assets or things which they acquired from Berry Bus Lines Company, Inc.; said property so transferred and assigned to be the property of Union Transportation Company free and clear of all claims and demands of said F. A. Bodovitz

and J. A. Bodovitz.

IT IS FURTHER ORDERED that said receivers be and they are hereby authorized to execute and deliver to said First National Bank & Trust Company of Tulsa, as security for said Twelve Thousand Dollar ($12,000.00) loan, a chattel mortgage upon the properties and assets acquired by purchase from Berry Bus Lines Company, Inc.

F. E. KENAMER
United States District Judge.

ENDORSED: Filed Feb 10 1933
N. P. Warfield, Clerk
U. S. District Court JHR

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

T. E. SLICK, Plaintiff,

vs. No. 510 Equity

UNION TRANSPORTATION COMPANY, a corporation, Defendant.

ORDER AUTHORIZING RECEIVERS TO SETTLE, ADJUST AND PAY FRANCHISE TAXES DUE THE CITY OF TULSA.

On this 10th day of February, 1933, upon application of J. A. Frates and F. A. Bodovitz, receivers of Union Transportation Company, a corporation, for authority to settle, adjust and pay franchise taxes due the City of Tulsa by Union Transportation Company, and it being made to appear that the said City of Tulsa has offered to accept the sum of Six Thousand Three Hundred Dollars ($6,300.00), in cash, an assignment by the said receivers of Nine Hundred Ninety Dollars ($990.00) due by the Park Board of the City of Tulsa to said receivers, and the satisfaction of a claim in the amount of One Thousand Three Hundred Twenty-five Dollars ($1,325.00) due said receivers by the City of Tulsa, in full payment and satisfaction of all taxes due by Union Transportation Company and/or its receivers, J. A. Frates and F. A. Bodovitz, from the date of the granting of said franchise, towit, October 23, 1928, to and including the 31st day of December, 1932, said period inclusive of the years 1928, 1929, 1930, 1931 and 1932, and it appearing that said compromise is fair and just and is for the best interests of said Union Transportation Company, its stockholders and creditors, and for other good cause shown,

IT IS ORDERED that J. A. Frates and F. A. Bodovitz, receivers of Union Transportation Company, be and they are hereby authorized, empowered and directed to pay to the City of Tulsa, the sum of Six Thousand Three Hundred Dollars ($6,300.00), in cash, and to assign to the City of Tulsa the claim of said receivers against the Park Board of the City of Tulsa in the sum of Nine Hundred Ninety Dollars ($990.00), and to release and discharge the said City of Tulsa from its obligation to said Union Transportation Company and/or its receivers for the sum of One Thousand Three Hundred Twenty-five Dollars ($1,325.00).

IT IS FURTHER ORDERED that said receivers pay the sum provided for above and do the other things herein ordered only upon the said City of Tulsa accepting said consideration in full payment and satisfaction of any and all taxes due by Union Transportation Company and/or its receivers, J. A. Frates and F. A. Bodovitz, to said City of Tulsa by virtue of the franchise granted by said City of Tulsa to Union Transportation Company under date of October 23, 1928, by virtue of Ordinance Number 5629, for the years 1928, 1929, 1930, 1931 and 1932, said payment to constitute a satisfaction in full for all franchise taxes due by Union Transportation Company and/or its receivers to said City of Tulsa from the date of the granting of said franchise through

and including the 31st day of December, 1932.

W. R. [illegible]
United States District Judge.

ENTERED: Filed Feb 10 1933
W. P. Barfield, Clerk
U. S. District Court [illegible]

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

UTILITIES PRODUCTION CORPORATION, a corporation,	Plaintiff,	No. 560 IN EQUITY.
Vs.		
CARTER OIL COMPANY, a corporation,	Defendant.	

D E C R E E

Now on this 10th day of February, 1933, this cause coming on for the signing and entering of a decree, and said cause having been submitted to the court heretofore for its consideration, upon evidence adduced in open court, the requests for findings of fact and conclusions of law, and briefs filed herein, and the court having taken the same under advisement, and having rendered an opinion in said cause on January 10, 1933, the court in accordance with said opinion doth find and decree:

That the plaintiff is the gas lessee in gas leases covering and affecting lands allotted to the members of the Osage Tribe of Indians in what is commonly known as the Osage Nation, and that the defendant is the oil lessee of oil leases covering fourteen (14) tracts of the land on which plaintiff has gas leases; that Section 3 of the Act of Congress, approved June 28, 1906, 34 Stat. at L. 539, reserved the oil and gas under the lands in the Osage Nation to the Osage Tribe, and by subsequent acts of Congress the reservation to the tribe has been extended to April 8, 1958; that plaintiff's gas lease covers approximately 106,400 acres in the Osage Nation, was executed on July 14, 1919, and approved by the Secretary of the Interior on December 20, 1919, and includes within its boundaries the lands covered by the fourteen oil leases of the defendant.

That by appropriate resolution the Osage Tribal Council recommended that the oil and gas rights in and to these lands should be leased separately, and that such practice was in effect at the time of the making of the gas lease of the plaintiff and the oil leases of the defendant.

The court further finds that the defendant has drilled numerous wells and produced oil from the lands covered by its oil leases, and has constructed a casinghead gasoline plant, which is not located upon any of the oil leases held by the defendant, but is located upon land in the vicinity of said leases; that the defendant has purchased casinghead gas from sixteen other oil leases, which oil leases are owned by other oil lessees, and which leases are on lands also included in the gas lease of the plaintiff, and that it has used the casinghead gas so purchased in addition to the casinghead gas from its fourteen leases for the purpose of extracting casinghead gasoline therefrom in its casinghead gasoline plant.

The court further finds that the defendant after extracting the gasoline from the casinghead gas has been making and is now making the following uses and disposition of the residue gas as follows:

"For operating the leases from which such residue gas is produced, and defendant's adjoining leases.

For fuel in operating its casinghead gasoline plant.

For drilling oil wells on and operating other leases owned by the defendant but not adjoining leases from which it takes the casinghead gas.

Selling and otherwise disposing of the residue gas to other persons or corporations for purposes disconnected with the operation of the leases, and in returning residue gas as a bonus for casinghead gas contracts.

Returning residue gas into the ground for the purpose of repressuring oil wells, and for using the residue gas as fuel for its compressor stations and compressors located upon leases other than those from which the casinghead gas is produced."

The court concludes, as matter of law, that the rights of the plaintiff and the defendant herein must be determined solely upon the written lease under which the plaintiff and defendant assert their rights and the regulations promulgated by the Secretary of the Interior relative to such leases, and concludes as matter of law that the leases under which the plaintiff and defendant assert their rights are subject to the regulations promulgated and established by the Department of the Interior and are binding upon each of the lessees.

The court concludes, as matter of law, that no regulation so made since the execution and delivery of the leases, has invaded the rights of the plaintiff or defendant as shown by the terms of their respective leases within the meaning of the prohibition against the making of a regulation affecting the term of the lease, the rate of royalty, rental or acreage.

The court finds that the defendant is entitled to use the casinghead gas derived from its leases, or the residue gas after the gasoline has been extracted therefrom, for the operation of its oil leases and for the operation of adjoining leases; that the defendant is entitled to use the casinghead gas derived from its oil leases, or the residue after the extraction of the gasoline therefrom, for the purpose of stimulating production on the oil leases from which the gas is taken, or on adjoining leases, by what is commonly known as repressuring; that it is entitled to use so much of the residue as is necessary for the extraction of the gasoline therefrom for use as fuel in its compressors, and for fuel in the operation of its casinghead gasoline plant; that it is not entitled to dispose of the casinghead gas from its oil leases nor of the residue as a bonus for casinghead gas contracts, nor for the operation or development of oil leases owned by it not adjoining the leases from which the gas is taken, and finds that it is not the absolute owner of said gas so that it may make a sale of said casinghead gas or of the residue thereof, and the court finds that the defendant should account to the plaintiff for all casinghead gas and residue gas used by it other than for the purposes above set forth.

The court concludes as matter of law that the plaintiff is not entitled to injunctive relief as herein prayed, but that it is entitled to an accounting.

It is therefore by the court considered, ordered, adjudged and decreed that the defendant account to the plaintiff for all of said gas used by it for any other purposes than those which the court finds are proper uses, as set forth in this decree, and for any casinghead gas or residue gas sold or delivered to other persons for its profit, and the defendant file an accounting to the plaintiff therefor.

In that portion of the judgment and decree of the court [illegible] to account to the plaintiff for the gas used by the defendant in operating its wells, and [illegible] for that portion of the gas used in the operation of the casinghead gasoline plant, the plaintiff excepted to the ruling, and upon that item [illegible] allowed and noted of record, which is accordingly done, and upon the [illegible] of the court in ordering the defendant to account [illegible] exceptions be allowed [illegible] is accordingly

DISTRICT OF OKLAHOMA
[illegible] TULSA, OKLAHOMA FRIDAY, FEBRUARY 10, 1933

It is further the judgment and decree of this court that the plaintiff recover its costs herein laid out and expended; that this judgment be final as to the relative and respective rights of the plaintiff and the defendant with respect to the matters herein adjudicated, but that the cause be and it is hereby continued for the purpose of taking an accounting in accordance with the decree of accounting herein rendered.

WITNESS MY HAND as Judge, this the 10th day of January, 1933.

F. [illegible]
Judge.

O.K. [illegible]
Attorney for Carter Oil Company, Defendant.

ENDORSED: Filed Feb 10 1933
H. P. Warfield, Clerk
U. S. District Court NE

Court adjourned until February 11, 1933.

EQUITY SESSION TULSA, OKLAHOMA SATURDAY, FEBRUARY 11, 1933

Court convened pursuant to adjournment, Saturday, February 11, 1933.

Present: Hon. [illegible] Wennamer, Judge, U. S. District Court.
H. P. Warfield, Clerk, U. S. District Court.

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

CLAUDE M. VAUGHN, Plaintiff,
-vs- No. 501 - Equity.
JOHN [illegible], [illegible], Defendants.

Now on this 11th day of February, A. D. 1933, it is ordered by the Court that Plaintiff be given leave to file answer to Defendant's interrogatories. And thereafter, it is ordered by the Court that said case be dismissed without prejudice at the cost of the Plaintiff.

IN THE DISTRICT COURT OF THE UNITED STATES [illegible] DISTRICT OF OKLAHOMA

[illegible], Plaintiff,
vs. Number 501 Equity
[illegible],
a corporation, Defendant.

O R D E R

Now on this 10th day of February, 1933, it appearing to the Court from the application and motion of the Receiver this day filed herein [illegible] is possession the following certificates [illegible] shares of the Preferred Capital Stock of the Monarch Royalty

Corporation, a corporation, one of the defendants herein, to-wit:

Certificate Number 26343 for 3500 shares;
Certificate Number 26471 for 1500 shares; and
Certificate Number 26621 for 5000 shares

and that J. M. Kellar of Iago, Texas, is claiming to be the true owner of the shares of stock represented by said certificates, and demanding of the Receiver that said certificates be delivered to him and that Steelman & Birkins of 60 Broad Street, New York City are also claiming to be the owners of the shares of stock represented by said certificates and are demanding that said certificates be transferred on the books of said corporation from W. M. Kellar to Steelman & Birkins, and the Receiver being unable to determine who is entitled to said certificates,

It is by the Court ORDERED AND DECREED that said J. M. Kellar and said Steelman & Birkins, and each of them, be and they hereby are directed to show cause to this Court on the 20th day of February, 1933, at 9:30 o'clock A.M., or as soon thereafter as the Court may be able to hear them, as to who is the true owner of said certificates representing the shares of Preferred Capital Stock of said Monarch Royalty Corporation hereinbefore set forth; and that they further show cause as to why, upon said hearing, the Court should not make an order authorizing and directing the Receiver to make such disposition of said certificates hereinbefore referred to as upon said hearing shall appear to be just and proper.

It is further ORDERED that notice of said hearing be served by registered mail by the Receiver upon said W. M. Kellar at Iago, Texas, and Steelman & Birkins at 60 Broad Street, New York City, by mailing to each of them, at least ten days before the date of said hearing, a true and correct copy of this order.

W. H. KENNAMER
JUDGE

ENDORSED: Filed Feb 10 1933
H. P. Warfield, Clerk
U. S. District Court N/R

[illegible] PETROLEUM CORP. CO., Plaintiff,)
)
-vs-) No. 598 - Equity.
)
[illegible] KELLAR, ET AL, Defendants.)

Now on this 11th day of January, A. D. 1933, the above styled case comes on for further hearing. Thereupon, the following witnesses are sworn and examined by the Court: J. F. Partner, L. W. Perry, W. L. Chaney, J. L. Childers. Thereafter, after being fully advised in the premises, it is ordered by the Court that judgment be entered for Defendants. It is further ordered that Bill of Complaint be dismissed, to all of which Plaintiff excepts. It is further ordered that Decree be found for Defendant.

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

J. FRANKLIN BAUGH, Complainant,

vs.

SUNRAY OIL COMPANY AND SUNRAY OIL CORPORATION, Defendants.

IN EQUITY NO. 684 ✓

O R D E R

Now on this 11th day of February 1933, there came on for hearing the petition of O. A. Wright, Receiver of Sunray Oil Company, for the installation of a vacuum asphalt plant at the refinery of the receivership estate at Allen, Oklahoma, and for the sale of the products of such vacuum asphalt plant and for authority to execute and deliver a certain contract for the installation of and payment for the vacuum asphalt plant with the Foster Wheeler Corporation and for authority to execute and deliver a contract for the sale of the products thereof with the Allied Materials Corporation, a copy of each of said contracts being attached to the petition of the Receiver with reference thereto; and the Court having considered said petition and said contracts, the original of which are exhibited to the Court, and having heard the evidence in connection therewith, finds that the vacuum asphalt plant will enable the Receiver to procure an increased income from the operations of said refinery and will probably enable the Receiver to pay for the said vacuum asphalt plant from the increased income and operations from said vacuum asphalt plant in connection with the crude oil used therein by the Receiver, and that the contract with the Allied Materials Corporation and the $5,000.00 paid thereon will enable the Receiver to make the preliminary payment for the installation of said vacuum asphalt plant and that the said two contracts are of benefit and advantage to the receivership estate and all parties interested therein, and that the Court should authorize the making of said contracts and the payments required by the Receiver therein; it is therefore

ORDERED, ADJUDGED AND DECREED BY THE COURT that O. A. Wright, receiver of the Sunray Oil Company be, and he is hereby authorized to execute with and deliver to the Foster Wheeler Corporation the contract with reference to the installation of a vacuum asphalt plant at the refinery at Allen, Oklahoma, a copy of which is attached to the petition filed herein with reference thereto; and said Receiver is further authorized to make from the funds in his hands, as Receiver, the cash payment provided therein, and to execute and deliver the notes as provided therein, and thereafter to pay said notes from the assets of the receivership estate as the same come due.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that O. A. Wright, Receiver of the Sunray Oil Company, be, and he is hereby authorized and instructed to execute the contract with the Allied Materials Corporation for the purchase by it of road oil and asphalt products from the refinery at Allen, Oklahoma, and to accept and receive from the said Allied Materials Corporation the said sum of $5,000.00 mentioned in said contract, a copy of which contract authorized to be executed is attached to the petition herein; and the Receiver is further authorized to carry out the terms of said contract in all particulars and to make such repayments of said $5,000.00 from the funds of the receivership estate as provided therein if the said $5,000.00 is to be repaid as provided in said contract.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon completion of said vacuum asphalt plant and upon a test therein showing the same complies with the guarantees and said contract with reference thereto, the said Receiver is authorized and empowered to accept said plant on behalf of the receivership estate, and shall report such acceptance to this Court.

Dated Tulsa, Oklahoma, February 11, 1933.

U. S. DISTRICT JUDGE

ENDORSED: Filed Feb 11 1933
R. P. Warfield, Clerk
U. S. District Court

EQUITY DESIGN | DISTRICT OF OKLAHOMA TULSA, OKLAHOMA | SATURDAY, FEBRUARY 11, 1933

MARION S. KERR, ADMX. ET AL, Plaintiffs,)
-vs-) No. 794 - Equity. ✓
ALEXANDER H. KERR, ET AL, Defendants.)

Now on this 11th day of February, A. D. 1933, there comes on for hearing temporary injunction in the above cause. Thereupon, the following witnesses are sworn and examined by the Court; Mr. Seger, J. E. Bernier, C. H. Hubbard, G. C. Spillers. And thereafter, it is ordered by the Court that case be continued for further hearing to February 18, 1933.

CONTINENTAL SUPPLY CO., Plaintiff,)
-vs-) No. 805 - Equity. ✓
O. O. OWENS, Defendant.)

Now on this 11th day of February, A. D. 1933, it is ordered by the Court that motion of Plaintiff to strike portion of Defendant's answer be, and it is hereby, overruled, as to the mortgage herein.

Court adjourned until February 13, 1933.

EQUITY DESIGN | TULSA, OKLAHOMA | MONDAY, FEBRUARY 13, 1933

Court convened pursuant to adjournment, Monday, February 13th, 1933.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
[illegible] Orfield, 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.

Jane Haskell Richardson, Plaintiff,)
vs.) No. 621 Equity. ✓
The Sapulpa Fuel Company, a corporation,
The Sapulpa Gas Company, a corporation,
et al., Defendants.)

In Re: Claim No. 3 [illegible], [illegible] Stewart vs Sapulpa Gas Company.

[illegible]

On this the 13th day of February, 1933, leave [illegible] therefor, Joseph C. [illegible], Chas. [illegible] Stewart filed [illegible] it was agreed [illegible] Bondholders' Committee, which purchased [illegible] companies [illegible] confirmed by this Court, should pay [illegible] sale, the sum of 1[illegible].00, [illegible] by this Court, and which petition further shows that only the sum of [illegible] has been

paid, leaving a balance due in the sum of $500.00, and petitioners pray for an order of this Court vacating the order confirming said sale, and ask that the said properties be subjected to the payment of their said claim in the sum of $500.00.

And for good cause, IT IS ORDERED that said petition be set for hearing in this Court at 10 o'clock A.M., on the 20 day of Feb., 1933, in the United States Court Room at Tulsa, Oklahoma, at which time the said Bondholders' Committee shall show cause, if any there be, why said order of confirmation should not be vacated and set aside and said properties subjected to the payment of said claim now due.

R. H. KENNAMER
Judge.

ENDORSED: Filed Feb 13 1933
W. B. Garfield, Clerk
U. S. District Court J'NR

L. F. ROBERTS, Plaintiff,

-vs- No. 638 - Equity.

CITIES SERVICE OIL CO., Defendant.

Now on this 13th day of February, A. D. 1933, it is by the Court ordered that the Clerk file an exemplified 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 L. F. Roberts, plaintiff, and Cities Service Oil Company, a corporation, defendant, No. 638 Equity, the decree of the said District Court in said cause, entered on May 4, 1932, was in the following words, viz:

* * * * * * * * *

"It is ordered and decreed: That the defendant Cities Service Oil Company, a corporation, its agents, employees, lessees and assigns use, so long as the plaintiff L. F. Roberts and his assigns shall occupy exclusively for residential purposes the following real estate in Osage County, Oklahoma, to-wit:

"Lot Seven in Block Eighty-seven in the City of Pawhuska, enjoined from utilizing the following real estate adjacent thereto, to-wit:

"Lots Seven and Twelve in Block Eighty-seven in the City of Pawhuska, for the storage, sale or delivery of oil, gasoline or other products commonly or usually sold from what is known as a 'drive-in filling station', or from utilizing said premises for conducting or operating thereon a 'drive-in filling station' in the sale or distribution of the refined products of petroleum; and that plaintiff have judgment for his costs herein; all of which the defendant excepts. 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 Cities Service Oil Company, a corporation agreeably to the Act of Congress, in such case made and provided, fully and at large appears;

AND WHEREAS, at the September Term, in the year of our Lord one thousand nine hundred and 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 L. [illegible] Roberts, appellee, have and recover of and from Cities Service Oil Company a corporation, appellant, his costs herein.

- - January 5, 1933.

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. [illegible], Chief Justice of the United States, the tenth day of February, in the year of our Lord one thousand nine hundred and thirty-three.

COSTS OF	Appellee:	
Clerk,	-- --	ALBERT [illegible]
Printing Record	-- --	Clerk of the United States Circuit Court
Attorney	[illegible].00	of Appeals, Tenth Circuit.
	[illegible]20.00	

ENDORSED: Filed Feb 13 1933
H. P. Warfield, Clerk
U. S. District Court [illegible]

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

[illegible] G. [illegible], et al.,	Complainants,	No. 816 Equity.
-vs-		
Operators Royalty and Producing Company, a corporation, et al.,	Respondents.	

ORDER CONTINUING IN FULL FORCE AND EFFECT [illegible].

Now on this, the 13th day of February, 1933, came on to be heard the application of complainants herein to extend in full force and effect the temporary restraining order issued herein on the 2nd day of February, 1933, said temporary restraining order having been made returnable on this date, which fact was known to counsel interested in said matter and of this application said counsel have had notice.

The court finds that the same conditions exist [illegible] the issuance of the said temporary restraining order as disclosed [illegible] bill of [illegible] that said restraining order was issued [illegible] decree.

The Court further finds that the shares of stock in said Century Petroleum Corporation owned by the Operators Royalty and Producing Company are of large value and that an attempted sale was made thereof by one [illegible]. G. Dulany or the Dulany Trust in Chicago as a result of a pledge as security for a debt of approximately $12,000.00; that in the event said stock is transferred on the books of the corporation it will likely create complications on the hearing of the application for a receiver now pending and jeopardize the rights of the unsecured creditors and stockholders and probably sustain a large loss to the [illegible] said temporary restraining order, for the reasons set out in the original temporary restraining order, should be continued in full force and effect until the application for a receiver, which is now pending in this Court, may be heard by the Court.

[illegible], [illegible], [illegible] by the Court that said temporary restraining order issued on the 2nd day of February, 1935 in this cause be and the same is hereby extended and continued in full force and effect until further order of Court.

F. [illegible]
D[illegible]

Okay as to form:

Attorneys for Complainants.

Attorneys for Respondents.

[illegible]: Filed Feb 15 1935
[illegible] Garfield, Clerk
U. S. District Court [illegible]

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

United States, Complainant,

vs.

W. J. Barnett, [illegible] Commissioner of the State of Oklahoma, and [illegible] Mitchell, Liquidating Agent of the First Commerce Bank of Ralston, Oklahoma, Defendants.

No. 837 Equity.

[illegible]

[illegible], [illegible] February, 1935, [illegible] defendant, W. J. Barnett, [illegible] Commissioner of the State of Oklahoma, [illegible] necessary parties [illegible] in said cause, [illegible] without the Northern Judicial District of Oklahoma where this cause is now pending, it is necessary to have a subpoena in equity issued for service on said defendant in accordance with the provision of Section 118, U.S.C.A.

[illegible] that a subpoena in equity in this cause [illegible] Court against [illegible] defendant, W. J. Barnett, Commissioner of the State of Oklahoma, and directed to the [illegible] District of Oklahoma, to be served therein, as required by law.

F. [illegible], [illegible]

[illegible], Assistant United States Attorney

[illegible]: Filed Feb 15 1935
[illegible] Garfield, Clerk, U. S. District Court [illegible]

Court Adjourned until February 14, [illegible].

Court convened pursuant to adjournment, Tuesday, February 14, 1933.

Present: Hon. J. A. Kennamer, Judge, U. S. Dist. Court.
W. T. 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.

UNITED STATES OF AMERICA, PLAINTIFF,
vs. NO. 674 EQUITY
ROSA JACKSONHOPPER, ET AL. DEFENDANTS.

J U D G M E N T

This cause having come on regularly to be heard on the 4th day of October, 1932, and the complaint, United States of America, having appeared by its solicitors, John M. Goldesberry, United States District Attorney, Harry Seaton, Assistant United States District Attorney, and Louis M. Rivers, Osage Tribal Attorney, and the defendants Rosa Jackonhopper, Jesse L. Green, Clayton T. Smith, E. J. Howard and Ida Warren alias Ida L. Warren, having appeared in person and by their solicitors, W. T. Stuart, E. J. Boerner, R. D. Hudson, J. L. Holcomb and Clarence Lehman, and the defendant Lucille Stafford alias Lucille White, having appeared in person and by her guardian ad litem R. D. Hudson, and the defendants Ralph A. Barney and Samuel Blair having appeared in person and by their solicitor, Merrick A. Tipple, and the defendant Exchange National Bank of Tulsa, Oklahoma, having appeared by its solicitor, J. A. Hull, and the defendant Missouri State Life Insurance Company having appeared by its solicitor Frank Settle, the defendant Theodore Martin, W. C. Stephenson, Bessie M. Stephenson, Kenneth Brough, J. B. Talbutt and Jessie Talbutt having not appeared but having made default; and the court having heard the arguments of the respective solicitors for the various litigants herein, and having said cause under advisement pending consideration thereof, and the court being fully advised in the premises, is of the opinion that judgment should be rendered in accordance with the findings of fact and conclusions of law filed herein on this 3rd day of November, 1932, pursuant to Equity Rule No. 70;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that certificate of competency heretofore issued on the 4th day of April, 1927, to Pearl Washee, Full Blood Allottee No. 674, by the Secretary of the Interior be and the same is hereby cancelled, set aside and held for naught and of no force and effect as though such certificate of competency had never been issued by the Secretary of the Interior in the first instance; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the deed dated April 15, 1930, executed by Pearl Washee, Full Blood Allottee No. 674, to Ida L. Warren, recorded in Book 1230, page 280, records of Osage County, Oklahoma, conveying the following described property, to-wit: [illegible] Section 1, Township 26 North, Range 8 East, Osage County, Oklahoma, containing 160 acres, more or less, according to the United States Government Survey thereof, be and the same is hereby cancelled, set aside and held for naught, and of no force and effect whatsoever; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants [illegible] their heirs, executors, administrators, successors, assigns, agents, attorneys, servants, employees, and all persons claiming by, through or under them, or any of them, since the filing of the lis pendens herein, be and they are hereby perpetually enjoined and restrained from [illegible] Pearl Washee, Full Blood Allottee No. 674, her heirs, executors, administrators, successors, assigns, agents, attorneys, servants, employees, and all persons claiming by, through or under her, or any of them, since the filing of the lis pendens herein, [illegible] receive of the [illegible]

property, the following described property, to-wit:

The cash sum of twenty thousand ($20,000.00) dollars, to be paid or realized from [illegible] of the funds, credits and properties of the said Charles Mashunkashey now in the hands or under the control of the receiver herein or in the hands and under the control of the Secretary of the Interior;

Lot nine, (9), in block seven (7) Ridgeway Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof, and all furniture, household goods and fixtures acquired by the said Charles Mashunkashey and the said defendant Rosa Mashunkashey as husband and wife, and now situate on or about the premises last above described, which said above described parcel of land and improvements thereon shall be free and clear of all taxes and special assessments accruing prior to the year 1932;

All that property, whether real, personal or mixed, which grows out of or is attempted to be set forth in paragraph No. 14 of the amended bill of complaint herein, or by reason of any transaction or transactions involving said property so described therein, or any other right in and to any property located in the State of Texas.

That the title to the said Rosa Mashunkashey in and to the property aforesaid hereby decreed to be her separate and absolute property, be and the same is hereby adjudged and decreed to be quieted against the claims, demands and pretensions of the said Charles Mashunkashey, and persons acting for or in his behalf, or claiming by, through, or under him, and each of them, are hereby perpetually estopped, enjoined and restrained from setting up and asserting any right, title, interest, estate or demand in and to the property aforesaid, or any part thereof, adverse to the said Rosa Mashunkashey; and

IT IS [illegible] ORDERED, ADJUDGED AND DECREED that the said defendant, Rosa Mashunkashey, having made a full, true and perfect accounting of all monies, funds, personal, real and mixed property belonging to the said Charles Mashunkashey, which ever at any time came into her possession or under her control, that she be and she is hereby absolved and discharged from further accounting; and

IT IS [illegible] ORDERED, ADJUDGED AND DECREED that the single premium policy No. 772636, issued on the 30th day of December, 1929, wherein Rosa Mashunkashey and Lucille Stafford are named and designated as beneficiaries, and all unpaid accrued payments thereunder, be and the same is hereby adjudged to be a part and parcel of the restricted estate of the said Charles Mashunkashey, and that the said Rosa Mashunkashey and Lucille Stafford, and each of them, be decreed to have no right, title, interest or estate in and to said policy and the unpaid accrued payments thereunder, and the said Missouri State Life Insurance Company is hereby ordered and directed to issue in lieu of said policy No. 772636 a policy in substantially the same form and manner to the Secretary of the Interior, and to make all future payments thereunder to the Secretary of the Interior for the use and benefit of said Charles Mashunkashey, and further to cancel the said policy No. 772636 heretofore issued as aforesaid; and the said Rosa Mashunkashey, and Lucille Stafford, and each of them, and all persons claiming by, through or under them are perpetually estopped, enjoined and restrained from asserting any claim, right, title, interest, estate or demand under said policy and against the said Missouri State Life Insurance Company by reason of its [illegible] which is decree; and

IT IS [illegible] ORDERED, ADJUDGED AND DECREED that the certain parcel of real estate [illegible] with the improvements situate thereon and the appurtenances thereunder belonging, situate in the County of Tulsa, State of Oklahoma, and described as follows, to wit:

Lot twenty (20) Block seven (7) Sunset Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof, and more commonly known and described as [illegible] Cincinnati Street, Tulsa, Oklahoma,

be and the same is hereby decreed to be a part and parcel of the restricted estate of said Charles Mashunkashey, and since the legal title thereto is vested in said defendant Rosa Mashunkashey, but nevertheless in trust for the said Charles Mashunkashey, she is hereby ordered and directed to forthwith execute appropriate instrument of conveyance whereby the legal title to said parcel of real estate, together with the improvements thereon, is conveyed to the said Charles Mashunkashey, but subject nevertheless to the restriction against alienation thereof, except by and with the consent of the Secretary of the Interior first had and obtained; and

IT IS FURTHER DECREED that the title of the said Charles Mashunkashey and of the complainant in and to the property aforesaid, be and the same is hereby quieted against the claims, demands and pretensions of the said defendant Rosa Mashunkashey, and of all the other defendants hereinbefore named in the caption hereof, and each of them; and said defendants, and each of them, and all persons claiming by, through or under them, are hereby adjudged to have no right, title, interest or estate in and to the property aforesaid, or any part thereof, and the said Rosa Mashunkashey, and all other defendants named in the above caption, and each of them, are hereby perpetually estopped, enjoined and restrained from setting up or asserting any right, title, interest, estate, claim or demand in and to the property aforesaid, or any part thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the certain tract or parcel of real estate, together with the improvements thereon, and the appurtenances thereunto belonging, situate in the County of Osage, State of Oklahoma, and described as follows, to-wit:

> Northeast quarter of the Southeast quarter of Section Twenty-nine (29) and the Southeast quarter of the Southeast quarter of Section twenty (20), Township twenty-six (26) North, Range ten (10) East, and Lots one (1) and two (2), and the Northeast quarter of the Southwest quarter and the Southeast quarter of the Southwest quarter and the East half of the Northwest quarter and the North half of the Northwest quarter of the Northeast quarter and the Southwest quarter of the Northwest quarter of the Northeast quarter of Section thirty-one (31), Township twenty-eight (28) North, Range ten (10) East, and the North half of the Southwest quarter of the Northeast quarter of the Southeast quarter and the North half of the Northeast quarter of the Southeast quarter of Section twenty-two (22), Township twenty-nine (29) North, Range nine (9) East, and Lots ten (10), eleven (11), twelve (12) and thirteen (13), Block fifty-three (53), Original townsite of Pawhuska, Oklahoma,

be and the same is hereby decreed to be a part and parcel of the restricted estate of the said Charles Mashunkashey, and since the defendant, D. C. Howard, has filed herein a disclaimer, whereby he disclaims all right, title and interest in and to the aforesaid real estate, or any part thereof, it is accordingly adjudged and decreed that the certain instrument of conveyance from Charles Mashunkashey to the said defendant, D. C. Howard, filed and recorded in the office of the County Clerk (Register of Deeds) of Osage County, Oklahoma, in Book 71, page 175, be and the same is hereby cancelled, set aside and held for naught; and it is further decreed that the title of the said Charles Mashunkashey and of the complainant in and to the property aforesaid be and the same is hereby quieted against the claims, demands and pretensions of the said defendant, D. C. Howard, and of all the other defendants hereinbefore named in the caption hereof, and each of them, and all persons claiming by, through or under them, are hereby adjudged to have no right, title, interest or estate in and to the property aforesaid, or any part thereof, and the said D. C. Howard, and all other defendants named in the above caption, and each of them, are hereby perpetually estopped, enjoined and restrained from setting up or asserting any claim or demand in and to the property aforesaid, or any part thereof; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the certain tract or parcel of real estate, together with the improvements thereon and the appurtenances thereunto belonging, situate in the County of Osage, State of Oklahoma, and described as follows, to-wit:

> Southwest quarter of Section twenty-nine (29), Township twenty-nine (29) North, Range eight (8) East, Indian Base and Meridian,

be and the same is hereby decreed to be a part and parcel of the restricted estate of the said [illegible] Washunkashey, and since the defendant, Clayton L. Smith, has filed herein a disclaimer, whereby he disclaims all right, title and interest in and to the aforesaid real estate, or any part thereof, it is accordingly adjudged and decreed that the certain instrument of conveyance and devise from Charles Washunkashey to the said defendant, Clayton L. Smith, filed for record in the office of the County Clerk (Register of Deeds) of Osage County, Oklahoma, in Book Misc. Rec. 30 page 200, be and the same is hereby cancelled, set aside and held for naught; and it is further decreed that the title of the said Charles Washunkashey and of the complainant in and to the property aforesaid be and the same is hereby quieted against the claims, demands and pretensions of the said defendant, Clayton L. Smith, and of all the other defendants hereinbefore named in the caption hereof, and each of them, and the said defendants, and each of them, and all persons claiming by, through or under them, are hereby adjudged to have no right, title, interest or estate in and to the property aforesaid, or any part thereof, and the said Clayton L. Smith, and all other defendants named in the above caption, and each of them, are hereby perpetually estopped, enjoined and restrained from setting up and asserting any claim or demand in and to the property aforesaid, or any part thereof; and

IT IS [illegible] ADJUDGED AND DECREED that the said Charles Washunkashey is the owner of a valid subsisting mortgage lien on certain real estate situate in Osage County, State of Oklahoma, described as follows, to-wit:

> West half of the northwest quarter and the southeast quarter of the northwest quarter of Section twenty-five (25), Township forty-six (46) North, Range five (5) East of Indian Base and Meridian,

said mortgage lien being evidenced by a certain real estate mortgage on the above real estate executed by the defendants J. [illegible] Albert and Maggie Albert; that said mortgage is a part and parcel of the restricted estate of the said Charles Washunkashey; and it is further decreed that the title of the said Charles Washunkashey and of the complainant in and to the real estate mortgage and mortgage lien aforesaid be and the same is hereby quieted against the claims, demands and pretentions of the said defendant, Rosa Washunkashey, and all persons claiming by, through or under her, or the said defendant Rosa Washunkashey, and all persons claiming by, through or under her, are adjudged to have no right, title, interest or estate in and to said mortgage and mortgage lien, or any part thereof, and the said Rosa Washunkashey is hereby perpetually estopped, enjoined and restrained from setting up and asserting any claim or demand in and to said mortgage and mortgage lien aforesaid, or any part thereof; and

IT IS [illegible] ADJUDGED AND DECREED that the said Charles Washunkashey is the owner of a certain judgment in foreclosure brought in the District Court of Osage County, Oklahoma, as Cause No. 13367, entitled Charles Washunkashey, vs. [illegible] Stephenson and Tressa [illegible] Stephenson, husband and wife, wherein was and is involved the foreclosure of a mortgage lien upon certain real estate situate in Osage County, State of Oklahoma, described as follows, to-wit:

> Lots 11 [illegible] 17, Block 38, in the city of Pawhuska, Oklahoma,

[illegible] judgment in foreclosure constitutes a part and parcel of the restricted estate of the said Charles Washunkashey; and it is further decreed that the title of the said Charles Washunkashey [illegible] to said mortgage foreclosure judgment [illegible] the real estate [illegible], claims of pretensions [illegible] defendant, Rosa Washunkashey, [illegible]; and all persons claiming by, through or under them; and the said Rosa Washunkashey, and [illegible], are adjudged to have no right, title, interest or estate in and to said mortgage foreclosure judgment, or any part thereof, and the said Rosa Washunkashey is hereby perpetually [illegible], enjoined and restrained from setting up and asserting any claim or demand in and to the [illegible] mortgage foreclosure judgment aforesaid, or any part thereof; and

[illegible]

of [illegible], described as follows, to-wit:

[illegible] of Lot 5, and Lot 6, in Block 59, in the town of Pawhuska, Oklahoma,

which property is in all respects in the County Clerk (Register of Deeds) of Osage County, Oklahoma, in Book [illegible], page 272, be and the same is hereby decreed to be a part and parcel of the restricted estate of the said Charles Mashunkashey, and the said Rosa Mashunkashey is hereby adjudged to be decreed to have no right, title, interest or estate, claim or demand therein, that the records be ordered and directed to [illegible] a certificate of appropriate assignment of said mortgage and note whereby the title to same is conveyed to the said Charles Mashunkashey, but subject however to all restrictions against alienation thereof except by and with the consent of the Secretary of the Interior first had and obtained; and it is further decreed that the title of the said Charles Mashunkashey, one of the complainants in and to the mortgage and note aforesaid be and the same is hereby quieted against the claims, demands and pretensions of the said Rosa Mashunkashey, and all persons claiming by, through or under her, and the said Rosa Mashunkashey is hereby perpetually estopped, enjoined and restrained from setting up and asserting any right, title, interest, estate, claim or demand in and to the mortgage and mortgage note; and

IT IS [illegible] ORDERED, ADJUDGED AND DECREED that the certain note in the sum of $3,000.00 executed by [illegible]. R. Robinson in favor of H. G. Gerson as guardian of James G. Blaine and secured by real estate mortgage on certain real estate situate in Osage County, State of Oklahoma, described as follows, to-wit:

Lot 7, Block 44; and Lot 17, Block 61; and the West half of Lot 2; and Lot 3, in Block 62, in the city of Pawhuska, Oklahoma,

which mortgage is recorded in Book 45, at page 571, in the office of the County Clerk (Register of Deeds) of Osage County, Oklahoma, be and the same is hereby decreed to be a part and parcel of the restricted estate of the said Charles Mashunkashey; and it is further decreed that the title of the said Charles Mashunkashey one of the complainant in and to said note and mortgage be and the same is hereby quieted against the claims, demands and pretensions of the defendant, Rosa Mashunkashey, and all persons claiming by, through or under her, and the said Rosa Mashunkashey and all persons claiming by, through or under her are hereby adjudged to have no right, title, interest or estate in and to said note and mortgage, or any part thereof, and the said Rosa Mashunkashey is hereby perpetually estopped, enjoined and restrained from setting up and asserting any right, title, interest, estate, claim or demand in and to said note and mortgage, or any part thereof; and

IT IS [illegible] ORDERED, ADJUDGED AND DECREED that all other property, real, personal and mixed mentioned and described in the complainant's amended bill of complaint be and the same is hereby decreed to be a part and parcel of the restricted estate of the said Charles Mashunkashey; and said property and all other property heretofore decreed to the said Charles Mashunkashey is hereby adjudged, declared and decreed to be subject nevertheless to certain restrictions upon alienation imposed and in force and effect by virtue of certain Acts of Congress relating to full blood Osage Indian allottees and full blood heirs of such allottees, and subject to the supervision and control of the Secretary of the Interior under and by virtue of the provisions of such laws; and it is further decreed that all adverse claims of the said defendants heretofore named in the petition, and each of them, in and to any of the said property hereby decreed to the said Charles Mashunkashey, and all persons claiming thereunto, or any part thereof, by, through or under the said defendants, or any of them, be and they are hereby adjudged to be invalid and worthless; and it is further adjudged and decreed that the title of the said complainant, United States of America, and of the said Charles Mashunkashey to the property aforesaid as herein decreed to the said Charles Mashunkashey, be and the same is hereby adjudged and decreed to be quieted against the claims, demands and pretensions of the defendants aforesaid, and each of them, and that they be perpetually estopped, enjoined and restrained from setting up and asserting any right, title, interest, estate, claim or demand in and to the property aforesaid hereby decreed to the said Charles Mashunkashey, or any part thereof;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the claims as set forth in the said amended bill of complaint of the said complainant United States of America against the said defendants Exchange National Bank of Tulsa, Oklahoma, and Ralph A. Torrey and Theodore Norton, be and the same are without equity and the said defendants the Exchange National Bank of Tulsa, Oklahoma, Ralph A. Torrey and Theodore Norton, be and they are hereby dismissed as parties defendant herein with prejudice; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Charles Mashunkashey, his respective agents, servants, employees, personal representatives and attorneys, and each of them, be perpetually enjoined and restrained from prosecuting or attempting to prosecute any suit or suits, proceeding or proceedings, cause or causes, matter or matters, touching, concerning, involving, embracing or in any manner dealing with the subject matter of the amended bill of complaint herein and wherein is involved the property of the estate of the said Charles Mashunkashey a full blood incompetent Osage Indian, and particularly from further prosecuting or attempting to prosecute the following causes of action, suits, matters and proceedings, to-wit:

Case No. 50159 in the District Court of Tulsa County, Oklahoma, entitled Charles Mashunkashey vs. Rosa Mashunkashey, et al;

Case No. D4309, in the District Court of Osage County, Oklahoma, entitled Charles Mashunkashey vs. Rosa Mashunkashey;

Probate Matter No. 5262, in the County Court of Osage County, entitled "In the Matter of the estate of Mary Blaine (Win-kah-she), Osage Allottee No. 461, deceased, wherein the said Charles Mashunkashey by Fred S. Clinton, his legal guardian, petitioned said county court to reopen said probate matter and require the said Rosa Mashunkashey, as administratrix, to account for certain properties alleged to have been wrongfully obtained by her;

Case No. D6170 in the District Court of Tulsa County, Oklahoma, entitled Rosa Mashunkashey vs. Charles Mashunkashey, wherein the said Charles Mashunkashey by Fred S. Clinton, his legal guardian, petitions the court to vacate, set aside and hold for naught, a certain judgment of said Court rendered in said cause on December 27, 1929;

Probate Matter 3035, in the County Court of Osage County, Oklahoma, entitled "In the Matter of the Estate of John Conner, Osage Allottee No. 107, deceased, Clarence Conner, executor, wherein the said Charles Mashunkashey by Fred S. Clinton, his legal guardian has petitioned said county court to vacate certain judgments and orders of said court made and entered therein;

Petition of Charles Mashunkashey by Fred S. Clinton, his legal guardian, in case No. D150, in the District Court of Osage County, Oklahoma, entitled Rosa Mashunkashey vs. Charles Mashunkashey by his said guardian, asking to vacate, set aside and hold for naught the decree of divorce and property settlement made and entered therein;

The actual suit of Charles Mashunkashey in propria persona, or by Fred S. Clinton, his legal guardian, or by next friend, brought in the District Court in the State of Texas, which involves moneys, funds and credits as referred to in paragraph No. 16 of the bill of complaint filed herein, and which suit is predicated upon said transaction;

Case No. 148096, in the Circuit Court of Jackson County, State of Missouri, Charles Mashunkashey, vs. Rosa Mashunkashey and Life Insurance Company, a corporation;

and the said Rosa Mashunkashey, her agents, servants, employees, [illegible] and attorneys, and each of them, are hereby strictly enjoined and restrained from [illegible] in any of the hereinabove [illegible] cases, in the event [illegible]:

[illegible] DISTRICT OF OKLAHOMA
[illegible] TULSA, OKLAHOMA [illegible] DAY, FEBRUARY 14, 1933

[illegible] that the receiver herein be, and he is hereby authorized, empowered and directed to forthwith pay and discharge all tax and special assessment, claims and liens against the property described as :

> Lot [illegible] in Block Seven, Ridgeway Addition to the City of Tulsa, according to the recorded plat thereof;

accruing prior to the year 1932; and

IT [illegible] that said receiver shall forthwith surrender unto the said defendant Theodore Morton, the certain automobile described as: Buick Sedan, 1930 Model, Motor No. 2604094, Title No. 1005228 B., which said automobile is now in the possession of or under the control of the said receiver, and which is the property of the defendant Theodore Morton; and

[illegible] that the parties hereto each pay and be taxed with the respective costs heretofore by them incurred, laid out and expended and that the [illegible] be now [illegible] against the parties hereto.

[illegible] decree, order and ruling of the court, the respective parties hereto, [illegible] and [illegible] are hereby allowed.

[illegible], this the 22nd day [illegible] November, 193[illegible].

[illegible]
JU[illegible]

[illegible]
United States District Attorney

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible] above named.

[illegible]
[illegible] Lucille [illegible] Lucille [illegible].

[illegible]
[illegible] Ralph [illegible] and [illegible]
[illegible]
[illegible] National [illegible]
[illegible]
[illegible] Life [illegible].

[illegible]
[illegible]
[illegible]

[illegible] OF OKLA[illegible]

[illegible], OKLA[illegible], FEBR[illegible] 14, 1933

[illegible] DISTRICT OF OKLA[illegible].

[illegible], Complainant,

vs. No. [illegible] Equity

[illegible] and [illegible]

[illegible], Defendants.

O R D E R

[illegible] this 14th [illegible] February, 1933, this cause regularly came on to be heard, on [illegible] application [illegible] 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., [illegible] the receiver herein appeared by one of its solicitors, PAUL [illegible], ESQ., and the Court, being fully advised in the premises, finds that said application should be granted.

[illegible], [illegible], [illegible] AND ADJUDGED BY THE COURT that said applicant, THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, be and it hereby is granted until the 18th day of March, 1933, inclusive, within which to file any claim that it may now have, or any claim that, before the expiration of said additional time hereby granted, may accrue to it against the defendants herein, or either of them.

[illegible]
United States District Judge.

O.K. [illegible] and [illegible] Solicitors for Applicant.
O.K. [illegible], Solicitors for Receiver

[illegible]: Filed Feb 14 19[illegible]
[illegible] P. [illegible]field, Clerk
[illegible] District Court

PAJ[illegible], [illegible], Plaintiff,

-vs- No. [illegible] - Equity.

[illegible], Defendant.

[illegible] this 14th day of February, A. D. 1933, it is ordered by the Court that the [illegible], 19[illegible], [illegible] above cause be, and it is hereby vacated and set aside. It is [illegible] all copies thereof [illegible] certified to be, and they are [illegible] in [illegible].

[illegible] adjourned until [illegible], 19[illegible].

[illegible] [illegible], OKLAHOMA [illegible]

Court convened pursuant to adjournment, [illegible]dnesday, [illegible], [illegible].

Present: [illegible] [illegible]ennamer, Judge, [illegible] District Court.
[illegible] [illegible]field, Clerk, [illegible] District Court.

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

IN THE [illegible] DISTRICT COURT FOR THE [illegible] OF
OKLAHOMA

[illegible], Plaintiff,

vs. No. 674 Equity

[illegible], et al, Defendants.

O R D E R

This cause coming on to be heard on the 4th day of [illegible], [illegible], upon the petition of the United States of America, for the appointment of a guardian ad litem for the defendant, Lucille [illegible], alias Lucille [illegible]ite, in the above entitled cause; and it appearing to the court that Lucille Stafford alias Lucille [illegible]hite, is a person under the age of [illegible] years, and that [illegible] [illegible]dson, Esquire, a member of the bar of the State of [illegible], and entitled to practice in this court, is a fit, suitable and responsible person and that he [illegible] to act as such guardian ad litem;

[illegible] ORDERED that said [illegible] Hudson, [illegible], be and is hereby appointed guardian ad litem for Lucille Stafford alias Lucille [illegible], [illegible] defend the above entitled action in [illegible];

[illegible] Lucille [illegible] alias [illegible] [illegible]-adopt [illegible]

[illegible] Lucille [illegible] alias Lucille [illegible]

[illegible]
Judge.

[illegible]
[illegible], Clerk
[illegible]

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA.

L. A. [illegible] AS TRUSTEE OF THE [illegible] PLAINTIFF,

vs.

W. W. HUDSON and [illegible] HUDSON, husband and wife, and W. W. HUDSON, DEFENDANTS.

NO. 813 Equity.

JUDGMENT AND DECREE OF FORECLOSURE.

NOW on this 15th day of February, 1933, the above entitled cause came on regularly for hearing upon the petition of the plaintiff filed herein for judgment and foreclosure of the mortgage herein declared upon, and for the appointment of a receiver of the real estate involved in this action; plaintiff appearing by his counsel of record and the defendant W. W. Hudson appearing by T. A. Denny his counsel of record, and by Paul Edwards, Esquire, but the defendants W. W. Hudson and Lina B. Hudson, although personally served with process in the manner provided by law in this action, appeared not, either in person or by counsel, but made default and were by the court duly adjudged in default; and after hearing the evidence offered in support of plaintiff's petition, and being fully advised in the premises, the court finds:

That each and all of the defendants herein have been personally served with copy of the summons issued in this cause, by the United States Marshal in Florida, as heretofore ordered and directed by this court; that the defendants W. W. Hudson and Lina B. Hudson, his wife, although personally served with the summons and a copy of plaintiff's petition filed herein, in the manner provided by law and as directed by this court, failed to file within the time within which said defendants were given to answer plaintiff's petition or to otherwise plead, said defendants, and each of them, have failed to appear, demur, answer or otherwise plead to the plaintiff's petition filed in this cause and have wholly made default and were by the court adjudged in default and adjudged to have confessed all of the material allegations of plaintiff's petition.

The court further finds that the defendant W. W. Hudson has been duly and lawfully served with process, as hereinbefore directed by this court, and the time allowed said defendant within which to answer the petition of the plaintiff has long since expired, and said defendant is in default and was by the court adjudged in default and adjudged to have confessed all of the material allegations of plaintiff's petition, except as to plaintiff's second cause of action wherein plaintiff makes application for the appointment of a receiver, and as to said second cause of action in plaintiff's petition, the defendant W. W. Hudson has filed his response herein; and said defendant W. W. Hudson has in open court agreed that the court may enter a judgment and decree of foreclosure herein under plaintiff's first cause of action.

The court further finds that the plaintiff in open court has agreed to withdraw the application for the appointment of a receiver, as set forth in the second cause of action of plaintiff's petition filed herein, and the court finds that the request that such application for the appointment of a receiver be withdrawn should be granted.

The court further finds that all of the material allegations of plaintiff's petition [illegible] the court has jurisdiction of the subject matter of this cause and of the defendants W. W. Hudson and Lina B. Hudson, his wife, and W. W. Hudson, and that the plaintiff has been and is the owner and holder of the mortgage sued upon, and that the same is a valid and subsisting lien upon the property described in plaintiff's petition, and that the plaintiff is entitled to judgment and decree of foreclosure of said mortgage herein.

The court further finds that the defendants . . Tuhan and Linn B. Hudson, and each of them, are justly indebted to the Producers National [illegible] of Tulsa, Oklahoma, of which the plaintiff, L. . . Jordan, is the duly appointed, qualified and acting receiver, in the sum of $5,948.66, with interest thereon at the rate of 8 per cent per annum from December 1, 1912, and the additional sum of $50.00 as attorney's fees, as provided in the note and mortgage declared upon in plaintiff's first cause of action in plaintiff's petition filed herein; and that said indebtedness is just, due and wholly unpaid, and that plaintiff is entitled to a judgment of this court finding that said [illegible] with interest and attorney's fees is due and owing by said defendants to plaintiff's said [illegible].

The court does further find that the mortgage and lien declared upon by the plaintiff is a valid, subsisting, first and prior lien, subject only to the [illegible] taxes, upon the following described real estate situated in Tulsa County, Oklahoma, to-wit:

> The north 40 feet of Lot 3 and the SE¼ of the NE¼ of Section 4, Township 19 North, Range 12 East of the Indian Base and Meridian, in Tulsa County, State of Oklahoma, more correctly described as follows, to-wit:
>
> Beginning 40 feet south of the northeast corner of Lot 3; thence west and parallel with the north line of said lot 3, a distance of 702 feet, for a starting point, thence south and parallel with the east line of said Lot 3 to the north line of said Lot 3; thence east 60 feet; thence south and parallel with the west line of the SE¼ of the NE¼ of said section to the south line of said SE¼ of the NE¼ of said section; thence east along the said line of said SE¼ of the NE¼ of said section to the southwest corner of Crosby; thence north along the west line of said SE¼ of the NE¼ and along the west line of said Lot 3 to a point 40 feet south of the northwest corner of said Lot 3; thence east [illegible] beginning point;

to secure the payment of said indebtedness with interest, attorney's fees and the costs of this action.

The court further finds that the conditions of said mortgage have been broken, in that the defendants . . Tuhan and Linn B. Hudson, after the execution of said mortgage and within the time limit for the payment due and said defendants have failed, neglected and refused to pay said indebtedness, or any part thereof, or any interest thereon, and that said defendants have failed, neglected and refused to pay the taxes levied and assessed against said premises, but have allowed the same to become [illegible], delinquent and unpaid, as alleged in plaintiff's petition; and that on account of the default of said defendants and their violations and breaches of the terms of said contract and mortgage, plaintiff is entitled to foreclose the said mortgage lien to a decree foreclosing [illegible] and property and to satisfy said indebtedness with [illegible], together with costs of suit.

The court further finds that the defendants . . Tuhan and Linn B. Hudson, after the execution of the mortgage herein declared upon by the plaintiff, executed a transfer of their [illegible] and possession of said above described premises and property to their co-[illegible]. . . [illegible], and that the legal and equitable owner of said premises and property is still [illegible] thereon, and is the record owner thereof, subject to the above described lien of plaintiff herein declared upon, and that said defendant . . Tuhan should be [illegible] in the decree may be entered.

The court further finds that the defendants, and each of them, are non-residents of the State of Oklahoma, and are domiciled in the State of Florida.

The court further finds that the rents declared upon by the plaintiff in this cause of action are equal to the interest and taxes and costs.

It is therefore by the court ordered, adjudged and decreed that the defendants . . Tuhan [illegible], . . [illegible], and each of them, and [illegible], and [illegible]

(1)

to the [illegible] in the amount of $[illegible] with interest thereon at the rate of [illegible] per annum from October 5, 1932, and that said note is [illegible] unpaid and [illegible] by the [illegible] default in the payment thereof, and that defendants, upon the filing of this action, are justly indebted to the plaintiff in the sum of $60.00 as attorney's fees which have been [illegible] upon the filing of this action, together with the costs of this action.

It is therefore ordered, adjudged and decreed by the court that the equities declared upon in plaintiff's petition be and the same hereby is decreed to be a valid, subsisting, first and prior lien upon the above described lands and premises, subject only to the taxes which are due, delinquent or unpaid on said premises, to secure the payment of said indebtedness with interest, attorney's fees and costs, so as aforesaid found to be just, due and owing by the defendants W. T. Hudson and Lina D. Hudson; and that said mortgage lien be foreclosed by this court, in the event said defendants, all or any of them, fail for six months from date hereof to pay said indebtedness with interest, attorney's fees and the costs of this action, so as aforesaid found to be due and owing to the plaintiff, said above described premises and property be sold by Paul D. Busby, of Tulsa, Oklahoma, who hereby is appointed as special master to conduct said sale, who is to proceed, under and pursuant to an execution and order of sale to be issued by the Clerk of this court upon the filing of a praecipe therefor by said plaintiff, and to make a return of his proceedings thereunder showing the manner in which he executed said order and conducted said sale; and that the proceeds arising from such sale be applied:

1. To payment of the costs of this action and of said sale.
2. In payment of the taxes which shall be due, delinquent or unpaid against said premises and property at the date of such sale.
3. In payment of the indebtedness, with interest, attorney's fees, as aforesaid found to be due the plaintiff.
4. That if any residue, if any there be, be paid into this court to abide the further order and direct.

It is further ordered, adjudged and decreed by the court that the defendants W. T. Hudson, Lina D. Hudson and Paul D. Hudson, and each of them, and all persons claiming, first or subsequent to the filing of lis pendens herein, or any of them, since the filing of this action, be and they are forever barred, restrained and enjoined from asserting any claim, right, interest, or title in and to said premises or property or any part thereof adverse to the mortgage lien of the plaintiff and that upon the confirmation of said sale, [illegible] shall be made to the purchaser [illegible] and that [illegible] necessary [illegible].

[illegible]
Judge.

[illegible]
Attorney for Plaintiff.
[illegible]
Attorney for Defendants W. T. Hudson

[illegible]: Filed Feb 1 1933
[illegible]
[illegible]

[illegible]

[illegible] ILLINOIS [illegible]

[illegible], Plaintiff, } No. [illegible] Equity

vs.

[illegible], Defendants.

ORDER [illegible] COMPROMISE [illegible]

[illegible] February, 193[illegible], the above entitled cause came on regularly for hearing upon the petition of the plaintiff [illegible] to accept [illegible] offer of compromise and settlement [illegible] defendants and to approve said settlement; [illegible], after hearing the evidence [illegible] said petition [illegible] the [illegible], the court finds:

[illegible] material allegations [illegible] are true, [illegible] interests of [illegible] plaintiff [illegible] offer of compromise made by the defendants be accepted and that [illegible] approved by the Comptroller [illegible], [illegible] the [illegible] directed to accept [illegible] settlement;

[illegible] ordered, adjudged and decreed [illegible] plaintiff [illegible] of Champaign, Illinois, [illegible] and [illegible] the defendants to convey [illegible] of [illegible], Illinois, all [illegible], title, interest, [illegible] the following described [illegible] premises situated in [illegible], Illinois, to-wit:

[illegible] (½) of Lot 14 and [illegible] of Lot 15, in Block 8, [illegible] Heights Addition [illegible], Illinois, [illegible] official [illegible];

[illegible] the delivery [illegible] defendants to [illegible] of [illegible] real [illegible] premises, conveying all of the legal [illegible] title [illegible] said association, free, [illegible] for all [illegible] all [illegible] said defendants, and [illegible] Bank of [illegible], Illinois, [illegible] settlement [illegible].

[illegible]

[illegible]

[illegible]

[illegible].

[illegible]

DISTRICT OF OKLAHOMA

[illegible] TULSA, OKLAHOMA [illegible] THURSDAY, FEBRUARY 16, 1933

Court [illegible] pursuant to adjournment, Thursday, February 16, 1933.

Present: [illegible] Kennamer, Judge, [illegible] Dist. Court.
[illegible] Garfield, Clerk, [illegible] District Court.

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

[illegible] OF OKLAHOMA.

[illegible],	Plaintiff,	No. [illegible]
vs.		
[illegible], et al,	Defendants.	

[illegible] OF DEPOSIT [illegible].

[illegible] February, 1933, [illegible] Herein, [illegible] court that Eugene [illegible] of [illegible] Pulp Fuel Company, [illegible] demand on said [illegible] of certain [illegible] Pulp Fuel Company, [illegible] Hundred Dollars ([illegible].00), [illegible] said special [illegible] this court; [illegible] the [illegible] committee [illegible] Pulp Fuel Company [illegible] said bonds [illegible] Eugene [illegible]; [illegible] court that [illegible],

[illegible] that [illegible] Herein, [illegible] directed to return [illegible] Eugene [illegible] bonds number- [illegible] value [illegible] Dollars ([illegible],500.00), [illegible] bonds of the [illegible] in [illegible] 500,000.00, dated May [illegible], [illegible] said special [illegible] this court;

[illegible] that the [illegible] Herein, [illegible] directed to return [illegible] Eugene [illegible] Pulp Fuel Company [illegible] .00, [illegible] deposit in [illegible] Eugene [illegible] Pulp Fuel Company [illegible].

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] [illegible], [illegible] [illegible], [illegible]

Court [illegible] to adjournment, Friday, February 17th, [illegible].

Present: [illegible] Hennamer, Judge, U. S. District Court.
[illegible] Garfield, Clerk, U. S. District Court.

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

[illegible] HALL, [illegible] and [illegible] [illegible] TITLE [illegible], [illegible],	Plaintiffs,	
-vs-		No. 708-Equity.
[illegible] [illegible], [illegible] [illegible] [illegible], her husband, [illegible],	Defendants.	

Now on this 17th day of February, [illegible] D. 1933, it is ordered by the Court that Defendant be given leave to file motion to dismiss. [illegible] thereafter, it is ordered by the Court that said motion be, and it is hereby, overruled and exception allowed. Thereafter, the following witnesses are sworn and examined: [illegible] Hall, Robt R. Park. [illegible] thereafter, the plaintiff rests and court is recessed to 1:30 o'clock P.M.

And thereafter, at 1:30 o'clock P.M., the Defendant introduces documentary evidence and statements [illegible]. Thereupon, the Plaintiff offers in rebuttal [illegible] the following: [illegible] Hall, [illegible] Cunningham. Thereafter, it is ordered by the Court that said case be taken under advisement. Defendant given ten days to file brief. [illegible] ten (10) days thereafter.

* And thereafter, it is ordered by the Court that application of Defendant for continuance be and it is hereby denied and exception allowed.

[illegible]
DISTRICT OF [illegible]

[illegible],	Complainant,	
-vs-		In Equity No. 743
[illegible],	Defendant.	

ORDER NO. 24
(Approving Operating Report and Statement of Cash Receipts and Disbursements for the month of November, 1932)

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

Exhibit "A" - Ancillary Receivers' Balance Sheet, [illegible] liabilities within this Jurisdiction [illegible], 1932;

Exhibit "B" - Ancillary Receivers' [illegible] for the month of November, 19[illegible];

Exhibit "C" - Balance Sheet of assets and liabilities [illegible], [illegible], [illegible] all states and districts [illegible];

Exhibit "D" - Operating statement for period [illegible], [illegible] districts consolidated;

[illegible]

[illegible]

Exhibit "B" - Cash Receipts and Disbursements during [illegible] 1932, with all [illegible] and districts [illegible];

Exhibit "C" - [illegible] reflecting Receivers' and Ancillary Receivers' [illegible] in the assets of the Defendant company [illegible] 1932;

[illegible] for an order [illegible] said Report insofar only as it concerns said Operating Statement (Exhibit "B") and said Statement of Cash Receipts and Disbrusements (Exhibit "D") for this jurisdiction;

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

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

DATED this 17th day of February, 1933.

F. E. [illegible]
Judge.

[illegible]: Filed Feb 17 1933
[illegible] Garfield, Clerk
U. S. District Court [illegible]

[illegible]
OF OKLAHOMA

[illegible], Complainant,

v. In Equity [illegible]

[illegible], Defendant.

ORDER NO. 26
(Authorizing Surrender of Certain Oil and Gas Leases - February, 1933)

Ancillary Receivers' Application No. [illegible] having been filed herein, and said Application having been considered by the Court, it is

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

[illegible] February, A. D. 1933.

[illegible], Judge.

[illegible]: Filed Feb 17, 1933,
[illegible], Clerk
[illegible]

[illegible]

[illegible]

[illegible]

[illegible] Complainant,)

vs.) In Equity No. 745 ✓

[illegible] Defendant.)

ORDER NO. [illegible]

(Authorizing Ancillary Receivers to Carry their own Compensation Insurance)

Ancillary Receivers' Application No. [illegible] heretofore filed, wherein said Ancillary Receivers seek authority to carry their own Workmen's Compensation Insurance under the laws of the State of Oklahoma, having been considered by the Court, it is:

ORDERED that the action of the Ancillary Receivers herein [illegible] to the State Industrial Commission of the State of Oklahoma for authority to carry their own compensation risks with [illegible] compensation insurance, is hereby ratified, and confirmed; and

IT IS [illegible] that said Ancillary Receivers be, and they hereby are, authorized and empowered to carry their own compensation risks [illegible] compensation insurance for such period after January [illegible], [illegible], as in their opinion may be [illegible] necessary and they shall be [illegible] before said State Industrial Commission in the premises as they may consider necessary or expedient.

[illegible] this [illegible] day of February, [illegible].

F. [illegible]
Judge.

[illegible]: Filed Feb [illegible]
[illegible] Garfield, Clerk
[illegible] District Court

[illegible]

[illegible] Complainant,)

vs.) In Equity No. [illegible] ✓

[illegible] Defendant.)

ORDER NO. [illegible]

([illegible])

[illegible]

[illegible]

[illegible], in whole or in part, [illegible] salvaged therefrom, as [illegible] interests of [illegible] estate, [illegible] after [illegible], if any, [illegible] price [illegible] their judgment may re- [illegible].

[illegible] February, 19[illegible].

[illegible]
Judge.

[illegible]

[illegible]
OF OKLA[illegible]

[illegible], Complainant,

[illegible] In [illegible] No. 743. ✓

[illegible], Defendant.

ORDER NO. [illegible]
([illegible] of Used Automobile)

[illegible] Receivers' Application No. [illegible] filed [illegible], seeking the [illegible] automobile, [illegible] is:

[illegible] of said [illegible] Chevrolet automobile, [illegible] No. 4071769, [illegible] Thirty-five [illegible] hereby, ratified, [illegible].

[illegible] February, 19[illegible].

[illegible]

[illegible]
OF OKLA[illegible]

[illegible]
[illegible], Plaintiff, [illegible]

[illegible], No. [illegible]. ✓

[illegible], Defendant.

[illegible]

[illegible]

[illegible]

[illegible] the [illegible] day of [illegible], [illegible].

[illegible]

[illegible]: [illegible]
[illegible]
[illegible]

[illegible]

[illegible]

[illegible], Plaintiff,

v.

No. [illegible].

[illegible] Gillespie, [illegible], [illegible]
Gillespie, [illegible],
[illegible],
[illegible], Defendants.

[illegible] 1[illegible], [illegible] a corporation, [illegible]; and [illegible] Gillespie [illegible] Revenue, [illegible] Gillespie [illegible], a corporation, [illegible] Bernard [illegible] Gillespie [illegible] Bridges; [illegible] court [illegible] disclosed, [illegible] to wit: [illegible]

[illegible] considered and adjudged that [illegible] Gillespie [illegible], a corporation, [illegible] Bill of Complaint [illegible] overruled, to which action of the court in overruling said motion, [illegible] excepts.

[illegible] ordered and adjudged that [illegible] Gillespie [illegible] Bill of Complaint and amendment [illegible] overruled, to which action of the court in overruling said motion, [illegible] excepts.

[illegible] said defendants [illegible] said Bill of Complaint.

[illegible]
District Judge.

[illegible]
[illegible]
[illegible]

[illegible]

[illegible]
OF OKLAHOMA.

[illegible] GRIMES, [illegible] GRIMES, [illegible] FRIEDMAN,)
and [illegible] FRIEDMAN, co-partners doing business)
under the [illegible] of GRIMES)
[illegible] FRIEDMAN, Plaintiffs,) No. 804 - [illegible].

vs.)

BARTON [illegible], Defendant.)

O R D E R

[illegible] for hearing upon the motion [illegible] for leave to dismiss [illegible] this suit; and it appearing that the defendant [illegible] dismissal of this suit,

[illegible], [illegible], [illegible] that the bill [illegible] it is hereby dismissed [illegible] prejudice, with the costs of this action [illegible] the plaintiffs [illegible].

[illegible] February, 1933.

[illegible]
[illegible]

[illegible]: [illegible]
[illegible]
[illegible]

[illegible]: Filed [illegible]
[illegible], Clerk
[illegible] District Court

Court adjourned until February [illegible], [illegible].

[illegible] [illegible], [illegible] [illegible], [illegible] 30, 1933

Court convened pursuant to adjournment, Monday, February [illegible], 1933.

[illegible]: [illegible], Judge, [illegible] Dist. [illegible]
[illegible], Clerk, [illegible] District [illegible].

[illegible], [illegible] proceedings were [illegible], [illegible]:

DISTRICT OF OKLAHOMA
[illegible], OKLAHOMA [illegible], 1933

[illegible] DISTRICT OF OKLAHOMA

[illegible], Complainant

vs. IN EQUITY NO. 684

[illegible] OIL COMPANY, Defendants.

ORDER APPROVING EXECUTION OF CONTRACT WITH
R. S. NASH

On filing and reading the petition of the Receiver for authority to enter into a contract with R. S. Nash with reference to extending the term of an oil and gas mining lease on lands described as the

North Half (N½) of Lot Three (3) and all of Lots Four (4) and Five (5), and the North Half (N½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Four (4), Township Eight North (8N), Range Five East (5E), situated in Pottawatomie County, State of Oklahoma;

and under which land the defendant Sunray Oil Company owns an undivided three and a half acre interest in and to the mineral rights, and upon consideration of the said application and copy of the proposed contract attached thereto, the Court finds that said contract is fair to all parties; that the execution of said contract would be to the best interest of the Receivership Estate; and it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that [illegible] Bright, Receiver of the Sunray Oil Company, be and he is hereby ordered, authorized and directed to execute a contract with R. S. Nash, all according to the terms and conditions of a copy of said contract attached to the petition of the Receiver herein, and he is further authorized and directed to do any and all things necessary to carry out the terms and conditions of said contract.

Dated at [illegible], Oklahoma, February 20th, 1933.

[illegible]
Mixed States District Judge.

[illegible]: Filed Feb [illegible] 1933
[illegible]
[illegible]

[illegible] DISTRICT OF OKLAHOMA

[illegible], Complainant

vs. IN EQUITY NO. 684

[illegible], Defendants.

[illegible]

[illegible]

order authorizing and directing him to execute an oil and gas mining lease to Jack Ewton on the lands described as follows:

> The Southwest Quarter (SW¼) of Section 34, Township 9 North, Range 3 East, Pottawatomie County, Oklahoma;

all according to a copy of said proposed oil and gas mining lease attached to the application filed herein by the Receiver, and the Court being fully advised in the premises, it is hereby

ORDERED, ADJUDGED AND DECREED by the Court that the Receiver herein be and he is hereby authorized and directed to execute an oil and gas mining lease covering the undivided interest of the receivership estate in and to the lands described above, to Jack Ewton, all in form and according to the terms and conditions of the copy of the proposed oil and gas mining lease attached to the application of the Receiver filed herein.

Dated this 20th day of February, 1933.

[illegible]
United States District Judge.

ENDORSED: Filed Feb [illegible] 1933
[illegible] Warfield, Clerk
U. S. District Court

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

United States,	Plaintiff,	
v.		No. 754 Equity ✓
Mary L. Winker, et al,	Defendants.	

ORDER FOR DIVISION OF RENTALS.

Now on this [illegible] day of February, 1933, it being shown to the Court that John H. Pickrey, Receiver, and in charge of the real estate and improvements thereon in the above case, and Mary L. Winker, owner of the house furnishings in the buildings on said real estate described as follows, to-wit: Lots 10 and 11 in Block 23, original town of Skiatook, Oklahoma, have agreed and consented in open court that the money collected by said Receiver for rent on the above described property covering the period from date of the appointment of said Receiver until the sale of said property, shall be divided by said Receiver taking 8/11 and the said Mary L. Winker taking 3/11 thereof;

[illegible] shown to the Court [illegible] property in bringing in rent [illegible] [illegible] Mary L. [illegible] collected the rent for the [illegible] December, [illegible], [illegible] shall rightfully have been [illegible] said Receiver, [illegible] [illegible] to said Receiver in [illegible] $[illegible].00, and it being further [illegible] proportion [illegible] is $1.00 per month, and [illegible] said Receiver [illegible] [illegible];

[illegible] the collection of [illegible] $[illegible].00 per [illegible], [illegible] Mary L. Winker [illegible] $1.[illegible], [illegible] 19[illegible], [illegible] [illegible].

[illegible]

[illegible] ordered that the $50.00 collected by [illegible] Mary L. [illegible], [illegible] in this cause, be paid at the rate of $1.00 [illegible], beginning [illegible], as follows: $1.00 for the [illegible]; $1.00 for the [illegible] 1.00 [illegible] of June, 1938, [illegible] credited [illegible] ed by Mary L. [illegible] to said [illegible], collected by her as rent for the [illegible] of December, 1938, and for each following [illegible] said rate of $1.00 [illegible] collections are not changed.

[illegible]
JUDGE

O.K. [illegible]
[illegible] Williams, [illegible] United States Attorney

[illegible] Filed [illegible]
[illegible] field, Clerk
[illegible]

[illegible], and [illegible], Plaintiffs,

-vs-

[illegible], Defendants.

No. 797 – [illegible]

[illegible] on this [illegible] day of February, [illegible], it is [illegible] by the Court that [illegible] plaintiff to [illegible] answer [illegible], and it is [illegible] to [illegible] answer [illegible].

[illegible] adjourned until [illegible] February [illegible].

[illegible]

[illegible]

[illegible] Hon. [illegible], [illegible] District Court.
[illegible], Clerk, U. S. District Court.

[illegible] proceedings [illegible]:

[illegible]

[illegible], Plaintiff,

vs.

[illegible], Defendant.

No. 307 – [illegible]

[illegible] ALLOWING APPEAL

[illegible] case, [illegible] defendant [illegible], together with [illegible] hereby allowed, [illegible] from the final decree [illegible] ORDERED [illegible] ($[illegible].00), [illegible]

[illegible]
[illegible], [illegible], [illegible] 31, 1933

[illegible] execution under said decree or judgment, in all respects he, and [illegible] until final determination [illegible] by the United [illegible].

[illegible] that defendant [illegible] in which to file a super-[illegible] of [illegible], and no execution will [illegible] time.

[illegible] upon the giving of [illegible] supersedeas and cost bond, a certified copy [illegible] the records and proceedings herein be forthwith transmitted [illegible] United States Circuit Court of Appeals for the [illegible].

[illegible], February 31st, 1933.

[illegible]
UNITED STATES [illegible]

[illegible]: Filed [illegible] 31 1933
[illegible] Warfield, Clerk
[illegible] District Court

Court adjourned until February [illegible], 1933.

[illegible], [illegible], [illegible], 1933

[illegible] journal [illegible], [illegible], [illegible], 1933.

[illegible]
[illegible] Warfield, Clerk, [illegible]

[illegible] proceedings [illegible]:

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] Claim . [illegible] said judgment that the [illegible] L. [illegible], receiver aforesaid, shall pay to [illegible] Fifty Dollars (250.00) [illegible], [illegible] Dollars, [illegible] said action, and further- [illegible] that [illegible] Thousand Seven Hundred Fifty Dollars (1,750.00) [illegible] by said Ben L. Taylor, receiver aforesaid, for disposi- [illegible] the premises in said action, should [illegible] entitled to the [illegible] funds to be determined by this court;

And said Ben L. Taylor, receiver aforesaid, first coming to the court this [illegible] January 31, 1918, and in compliance with the [illegible] entry of judgment entered [illegible] cause on the 14th, above described, the receiver from the defendant, Lyra I. Dar- [illegible], [illegible] Thousand Dollars (2,000.00) [illegible] duly certified said payment in accor- [illegible] the decree of this court, and as paid out the [illegible] Dickey, Mueller and Al- [illegible], [illegible] Hundred Fifty Dollars (250.00) for attorney fees as by said journal entry provided, [illegible] cause in his possession, as such receiver of the defendant, Sapulpa Fuel & Gas Company, the sum of [illegible] Seven Hundred Fifty Dollars ($1,750.00), and [illegible] time fixed by said journal entry of judgment in said cause aforesaid, in which claimants were allowed to file petitions in intervention to obtain any part of such funds, has expired on the 21st day of February 21, 1918, and no such petitions for intervention have been filed by any claimants.

Now, [illegible] BY THE COURT ORDERED AND DECREED that the balance of said funds in the hands of said receiver, in the amount of [illegible] Seven Hundred Fifty Dollars (1,750.00), [illegible] be and the same is hereby decreed to be the property of the Sapulpa Fuel Company and distributable in the possession of the said Ben L. Taylor, [illegible] receiver, [illegible] all of the assets of the Sapulpa Fuel Company having heretofore been sold by order of this court to Harry G. Shaffer, [illegible] Atkinson, [illegible] Black, [illegible] Janicke and John Miller, Jr., a bondholders' committee of the defendant, Sapulpa Fuel Company, and that the said payment made in the possession of the said receiver is by reason thereof relieved from all the assets of said Sapulpa Fuel Company [illegible] property of said bondholders' committee subject to such payments [illegible] may be necessary for receivership expenses; and

It is further ordered by the court that the said bondholders' committee of the Sapulpa Fuel Company, as a part [illegible] are entitled [illegible] of said Sapulpa Fuel Company, [illegible] and [illegible] to pay the sum of [illegible] Thousand Fifty Dollars (1,[illegible].00) on [illegible], [illegible] toward a claim of [illegible], [illegible] toward reducing the Sapulpa Gas Company, [illegible] bondholders' committee [illegible] Thousand Fifty Dollars (250.00), [illegible] Dollars of Five Hundred Dollars ([illegible].00) [illegible] due and payable [illegible], and [illegible] bondholders' committee consenting thereto,

[illegible] ORDERED that the said Ben L. Taylor, receiver of the Sapulpa Fuel Company, be and he is hereby directed [illegible] out of said funds in his [illegible] Thousand Dollars (500.00) to [illegible], [illegible] toward in full settlement of [illegible] against the Sapulpa Gas Company; and

It [illegible] that the said Ben L. Taylor, as such receiver, [illegible] be [illegible] to retain the further sum of Fifty Dollars (50.00) of said funds now in his [illegible] hands, [illegible] expenses of receivership [illegible];

[illegible] ORDERED that Ben L. Taylor, receiver aforesaid, [illegible] directed [illegible] Dollars (1,[illegible].00) [illegible], [illegible] Dollars ([illegible].00) [illegible] Dollars ([illegible].00) for receivership [illegible], [illegible] Shaffer, [illegible], [illegible] Janicke, [illegible] bondholders' committee of the Sapulpa Fuel Company.

[illegible], This [illegible].

[illegible]

[illegible] Friday, [illegible]

[illegible], Clerk, U. S. District [illegible]

Whereupon, [illegible] proceedings were had and [illegible], to-wit:

IN THE [illegible] DISTRICT COURT FOR THE [illegible] OKLAHOMA.

[illegible], a corporation, Plaintiff,		
vs.		No. 560 [illegible]. ✔
[illegible], a corporation, Defendant.		

PETITION FOR APPEAL.

[illegible] HONORABLE [illegible], DISTRICT JUDGE:

The above named, Utilities Production Corporation, [illegible], feeling aggrieved by the decree rendered [illegible] in the above entitled cause [illegible] day of February, 19[illegible], does hereby appeal from [illegible] portion of the decree so rendered [illegible] denied [illegible] accounting [illegible] by the defendant [illegible] wells, and from that portion of the decree which [illegible] an accounting [illegible] consumed by the defendant [illegible] casinghead [illegible], to the Circuit Court of Appeals [illegible] Circuit, for the [illegible] set forth in the [illegible] errors filed herewith [illegible], and plaintiff prays that [illegible]; that citation be issued as provided by law, and that a transcript of the record, evidence, proceedings and documents upon which said decree was based, duly authenticated, [illegible] the United States Circuit Court of Appeals [illegible] Circuit, as required by law, and by the rules of said court in such cases [illegible] provided, and your petitioner further prays [illegible] order be made relating to the security to be required of the plaintiff.

[illegible]
Solicitors for Plaintiff.

Service of the [illegible] foregoing petition for appeal, and receipt of copy of the assignment of errors attached [illegible] made a part of said petition, all [illegible] this [illegible] day of February, 19[illegible].

[illegible]
Solicitor for Defendant.

[illegible] appeal allowed [illegible] day of February, 19[illegible], and the appeal bond to be given by the plaintiff fixed at [illegible] Five Hundred ($500.00) Dollars. Dated [illegible] February, 19[illegible].

[illegible]

[illegible]: Filed [illegible]
[illegible], Clerk
U. S. District Court

[illegible] , [illegible] 1938

[illegible], Plaintiff,

-vs- No. [illegible] - [illegible] ity.

[illegible], Defendants.

[illegible] 24th day of February, A. D. 193[illegible], [illegible] by the Court ordered that the Clerk file [illegible] of Record, in [illegible] in words and [illegible]:

[illegible], ss:

[illegible]

[illegible] District court [illegible] [illegible] cause entered on [illegible], [illegible] words, viz:

"Wherefore, [illegible] considered, ordered [illegible] by the court that said exceptions filed herein to the [illegible] report [illegible] order [illegible] exception.

"It [illegible] considered, ordered [illegible] by the court that said [illegible] report as relates to the claim [illegible] filed herein, [illegible] confirmed [illegible] proved.

"[illegible] considered, ordered [illegible] claimant [illegible] receiver [illegible] royalty [illegible] receiver [illegible] allowed."

[illegible] inspection [illegible] record [illegible] Court, [illegible] revised, [illegible]

[illegible]

[illegible] Clerk [illegible]

[illegible] clerk [illegible];
[illegible] corporation, [illegible]

[illegible] Arthur [illegible] McGuire, appellant, [illegible] herein.

--January 1[illegible], 1933.

[illegible], 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 21st day of February, in the year of our Lord one thousand nine hundred and thirty-three.

[illegible] Appellees:	
Clerk,	-- --
Printing Record	- --
Attorney,	[illegible].00
	[illegible].00

ALFRED [illegible], Clerk of the United States Circuit Court of Appeals, Tenth Circuit.

ENDORSED: Filed Feb 24 1933
H. P. [illegible], Clerk
U. S. District Court [illegible]

IN THE DISTRICT COURT IN AND FOR THE [illegible] DISTRICT OF OKLAHOMA

[illegible], Plaintiff,

versus — No. [illegible] ✓

[illegible] OIL COMPANY et al, Defendants.

[illegible]
[illegible] PROCEEDINGS [illegible] OIL COMPANY

[illegible] on hearing on this 21st day of February, 1933 upon the application of the [illegible] by the County Attorney of Tulsa County, for leave of this court to institute a tax ferret proceeding against Clarence [illegible], Receiver of Sunray Oil Company; [illegible] State of Oklahoma [illegible] by Ed C. [illegible], Assistant County Attorney of Tulsa County, [illegible] Royce [illegible], [illegible] of Monnet & [illegible], [illegible] Receiver appearing by his [illegible], [illegible] the court after being fully advised in the premises, finds that [illegible] said application should be granted;

It is hereby ordered, adjudged and decreed that the State of Oklahoma by the [illegible] Attorney of Tulsa County, Oklahoma, and Monnet & Savage, as counsel for the State of Oklahoma, be [illegible] authorized and permitted to [illegible] the County Treasurer of Tulsa County, [illegible] upon Clarence [illegible], Receiver of the Sunray Oil Company of [illegible] tion by the Tax Ferret of Tulsa County, [illegible] has discovered that the defendant [illegible] of certain property [illegible] to taxation in Tulsa County for the years 1921 to 19[illegible] inclusive, which said property was not listed, not assessed and not extended on the tax rolls [illegible], and said [illegible] ordered and permitted [illegible] in all respects as provided by law.

[illegible]

Judge of the [illegible] District Court for the Northern District of Oklahoma.

[illegible]

No. 684 Equity, Cont'd.

PAUL [illegible] TALIA[illegible]RRO, Attorney for Clarence [illegible]. Wright, Receiver

[illegible]: Filed Feb [illegible]4 1933
[illegible]. P. [illegible]field, Clerk
U. S. District Court [illegible]

[illegible]

SAMUEL [illegible], et al.,	Plaintiffs,	EQUITY NO. 780
vs.		
[illegible], [illegible], a corporation,	Defendant.	
[illegible] and [illegible] R. [illegible], as Trustees,	Intervenors.	

ORDER ALLOWING TEMPORARY COUNSEL FEES

[illegible] CAUSE, it appearing to the Court that SAMUEL A. [illegible], is co-counsel for the Receiver, Arthur [illegible]. Devli[illegible], of the estate of the Alvin Hotel, Inc., and that he has made application for additional temporary compensation for services he has rendered to said estate and to said Receiver; and it further appearing to the Court that said counsel is entitled to a further temporary allowance for services so rendered;

IT IS [illegible] FORE CONSIDERED, ORDERED, ADJUDGED AND DECREED that Arthur [illegible]. Devlin, as Receiver, be and he is hereby authorized, empowered and directed to pay from an [illegible] of any funds he may have on hand, or from time to time as he, the Receiver, may [illegible] advisable, from funds he may have on hand, the sum of $[illegible]00, as a further additional temporary allowance for fees to him, the said Samuel A. [illegible], as co-counsel for the Receiver in said case.

DONE this February [illegible], 1933.

[illegible]

[illegible]: Filed Feb [illegible] 1933
[illegible]. P. [illegible]field, Clerk
U. S. District Court [illegible]

Court adjourned until February [illegible], 1933.

Court convened pursuant to adjournment, Saturday, February [illegible], [illegible].

Present: [illegible] Hon. [illegible] Neterer, Judge, [illegible] of the Court.
[illegible] Canfield, Clerk, U. S. District Court.

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

[illegible] Plaintiffs,		
-vs-		No. 780 - [illegible].
[illegible] Defendant.		

[illegible] February, [illegible] the [illegible] cause is called. [illegible] Devlin. [illegible] thereafter, [illegible] it is ordered [illegible] decree be entered [illegible] filed. [illegible] attorneys' [illegible] are [illegible] Therefore, it is ordered [illegible] allowed [illegible] filed.

[illegible]

[illegible] J. [illegible] Plaintiffs		
vs.		[illegible]
[illegible] Defendants		
[illegible] Intervenors		

[illegible]

[illegible] J. Devlin, [illegible] Regulator hereof, [illegible] hereof [illegible]

[illegible]

[illegible] 25, 19[illegible]

[illegible]
OKLAHOMA.

[illegible] and [illegible] L.
[illegible], as Trustees, Plaintiffs,

vs. [illegible] No. 780

[illegible], [illegible], a [illegible], Defendant.

O R D E R

[illegible] the application of [illegible], Receiver, that certain item [illegible] prior to the appointment of a Receiver, [illegible] for the purpose [illegible] goodwill and the operation of the said [illegible] as a [illegible] concern, and the advisability, desirability and necessity of continuing further business relations [illegible] said concerns, it is desirable and advisable that said bills be authorized to be paid, [illegible] Court [illegible] concurs in said recommendations and [illegible] Receiver, [illegible] [illegible].

[illegible], ORDERED and [illegible] Receiver, [illegible], [illegible] to pay the following items from and out [illegible] funds that [illegible] available, to-wit:

[illegible]	Printing	[illegible]
[illegible]	Advertising	[illegible]
[illegible]	Prop of [illegible]	[illegible]
[illegible]	" "	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	Cold spoon [illegible]	[illegible]
[illegible]	Monthly electric inspection	[illegible]
[illegible]	Repairs on cooling [illegible]	[illegible]
[illegible]	Letter [illegible]	10[illegible].08
[illegible]	Repairs	[illegible]
[illegible]	Repairs	[illegible]
[illegible]	Office supplies	[illegible]
[illegible]	Tops for [illegible]	[illegible]1.00
[illegible]	Advertising [illegible]	70.00
[illegible]	Supplies	[illegible]
[illegible]	"	[illegible]
[illegible]	Repairs to [illegible]	1.50
[illegible]	Plumbing repairs	[illegible]
[illegible]	Supplies	1.00
[illegible]	Tops for [illegible]	[illegible]
[illegible]	Supplies [illegible]	[illegible]
[illegible]	" " "	8.50
[illegible]	" " "	[illegible]
[illegible]	" [illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	Repairs	[illegible]
[illegible]	Supplies [illegible]	[illegible]
[illegible]	Advertising	[illegible].10
[illegible]	"	4.0[illegible]
[illegible]	Repairs	1.[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	"	[illegible]
[illegible]	Advertising	[illegible]
[illegible]	"	[illegible]

[illegible]

[illegible] that said Receiver keep an accurate record [illegible] a report of all disbursements in connection therewith.

[illegible] 26th day of February, 1933.

[illegible]

[illegible]: Filed In Open Court
Feb [illegible] 1933
[illegible] Warfield, Clerk
U. S. District Court

Court adjourned until February 27, 1933.

EQUITY SESSION TULSA, OKLAHOMA MONDAY, FEBRUARY 27, 1933

Court convened pursuant to adjournment, Monday, February 27th, 1933.

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.

Jas. G. Steese, as Sole Ancillary Receiver of the White Oak Corporation, a corporation, Plaintiff,	)	
vs.	)	No. 822 Equity.
Louis W. Pratt, et al, Defendants.	)	

O R D E R

The above entitled matter coming on for hearing this 27th day of February, 1933, on motion of the receiver to dismiss the above entitled cause and the court finding that said motion should be granted, it is ordered that said cause be and the same is hereby dismissed at the cost of the plaintiff.

F. E. KENNAMER
U. S. District Judge.

ENDORSED: Filed Feb 27 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until February 28, 1933.

Court convened pursuant to adjournment, Tuesday, February 28th, 1933.

Present: Hon. F. L. 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.	)
vs.		) EQUITY NO. 730 ✓
Alvin Hotel, Inc., a corporation,	Defendant.	)
Robert E. Straus, and Edward R. Heinsimer, as Trustees,	Interveners.	)

DECREE FOR FORECLOSURE AND SALE

On this 25th day of February, 1933, come the plaintiffs, Samuel J. T. Straus and Melvin L. Straus, as Trustees, by A. B. Honnold and Gottlieb & Schwartz, their attorneys, and the Interveners, Robert E. Straus and Edward R. Heinsimer, as Trustees, by their attorney, Paul Avis, and the defendant, Alvin Hotel, Inc., a corporation, by its attorney, Samuel A. Boorstin; and all parties having waived jury trial and announced ready for trial.

And this cause coming on to be heard upon the Bill of Complaint, Bill in Intervention and Answer filed herein.

Thereupon, evidence was presented by the plaintiffs herein, Samuel J. T. Straus and Melvin L. Straus, as Trustees, in support of the allegations of their Bill of Complaint, as amended, seeking foreclosure of their Trust Deed and Chattel Mortgage, and indentures supplemental and confirmatory thereof, and judgment upon the bonds secured thereby; and evidence was presented by the said Interveners, Robert E. Straus and Edward R. Heinsimer, as Trustees, seeking foreclosure of their Second Mortgage Trust Deed and Chattel Mortgage, and indentures supplemental and confirmatory thereof, and judgment upon the bonds secured thereby; and, thereupon, defendant announced that it had no evidence to offer, and the Court having considered the pleadings and evidence, and being fully advised in the premises, finds:

1. That the said plaintiffs, the said interveners and the said defendant are properly before the Court, and that the Court has jurisdiction of the subject-matter hereof, and of all said parties hereto.

2. That on and prior to January 20, 1926, and continuously to the date of this decree, said defendant, Alvin Hotel, Inc. was a corporation duly organized under the laws of the State of Oklahoma, and qualified to do business in this State, with its principal place of business at Tulsa, Oklahoma, and was, and is, the owner in fee simple of the premises, lots, pieces and parcels of real estate situated in the City of Tulsa, County of Tulsa, and State of Oklahoma, described as follows, to-wit:

> The Southerly Seventy-five (75) feet of Lot Five (5), Block 163, now on 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.

3. That on said January 20, 1928, the said defendant, Alvin Hotel, Inc., a corporation, being indebted in the principal sum of Five Hundred and Sixty Thousand ($560,000.00) Dollars, in order to evidence and secure the said principal indebtedness, did make, execute and deliver its temporary bond bearing the date, January 20, 1928, pursuant to resolutions of its stockholders and Board of Directors, for the principal sum of $560,000.00, under which said bond said defendant, Alvin Hotel, Inc., a corporation, promised to pay to the bearer, or to the registered holder thereof, in case of registration, $560,000.00, upon the dates and in the amounts as follows:

AMOUNTS OF PRINCIPAL	WHEN DUE
$ 2,000	July 20, 1931
500	July 20, 1932
2,000	July 20, 1932
3,000	July 20, 1933
500	July 20, 1934
3,000	July 20, 1934
4,000	July 20, 1935
10,000	July 20, 1935
3,500	July 20, 1936
11,000	July 20, 1936
4,000	July 20, 1937
11,000	July 20, 1937
4,500	July 20, 1938
11,000	July 20, 1938
5,000	July 20, 1939
11,000	July 20, 1939
20,000	July 20, 1940
116,000	July 20, 1940
336,000	July 20, 1940

in gold coin of the United States of America of or equal to the then present standard of weight and fineness at the office of Straus Trust Company, a corporation, in the City of Chicago, Illinois, or at the office of S. W. Straus & Co., Incorporated, New York City, together with interest thereon, payable in like gold coin, at the rate of six and one-half per cent per annum until maturity from date of mortgage, payable on July 20, 1928, and thereafter semi-annually on the 20th day of January and July of each year until the respective maturities of these several principal amounts aforesaid, and with interest on said principal sum after maturity thereof at the rate of seven per cent per annum, and with interest on interest after maturity thereof at the rate of seven per cent per annum until paid; and that said temporary bond was duly authenticated by the original Trustees under the trust deed and chattel mortgage, dated January 20, 1928, hereinafter described, as prescribed in said trust deed and chattel mortgage; that said defendant, Alvin Hotel, Inc., did, in accordance with the provisions of said trust deed and chattel mortgage, execute and deliver its eight hundred eighty (880) permanent bonds, payable to bearer, or to the registered holders thereof in case of registration, for the aggregate principal sum of $560,000.00, numbered consecutively from 1 to 880, both inclusive, which said bonds are of $100, $500 and $1,000 denomination and mature yearly commencing July 20, 1931, with a final maturity July 20, 1940; that all of said bonds, by the terms thereof, are payable in gold coin of the United States of America of not less than the then present standard of weight and fineness and bear interest from January 20, 1928, at the rate of six and one-half per cent per annum, payable in like gold coin semi-annually, each semi-annual installment of interest to accrue on each bond until its maturity, being evidenced by an interest coupon attached thereto of an appropriate amount and of an appropriate maturity, and properly identified so as to indicate the particular bond on which it evidenced the interest, all of said coupons bearing the facsimile lithographed signature of the said Alvin Hotel, Inc., by Arthur J. Devlin, its Treasurer, and all of said bonds and coupons bearing interest after maturity at the rate of seven per cent

per annum until paid; that all of said bonds were duly certified by said Straus Trust Company, as Trustee under the trust deed and chattel mortgage hereinafter described, in accordance with the terms and provisions of said bonds and of said trust deed and chattel mortgage; that said temporary bond was exchanged for said permanent bonds and was duly cancelled as provided in the said trust deed and chattel mortgage hereinafter referred to; and that thereafter said bonds so authenticated were sold and delivered for value before maturity to the holders and owners thereof..

4. That to secure the full payment of said principal indebtedness and the interest thereon as aforesaid, so evidenced by said temporary bond and said permanent bonds and the coupons thereto attached, the said defendant, Alvin Hotel, Inc., pursuant to resolutions of its stockholders and directors, on or about January 20, 1928, made, executed, acknowledged and delivered its certain trust deed and chattel mortgage, dated January 20, 1928, wherein and whereby said defendant, Alvin Hotel, Inc., conveyed and warranted to Straus Trust Company and Melvin L. Straus, as Trustees, and to their successors in trust, for the uses and purposes in said trust deed and chattel mortgage set forth, the real property hereinabove described, "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 boilders, 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 now or hereafter standing on said premises or any part thereof, and the reversion or reversions, remainder and remainders, in and to said premises and each and every part thereof, and together with all the rents, issues and profits thereof (which are hereby specifically assigned), and together with all and singular the tenements, hereditaments, easements, appendages and appurtenances to said estate and property belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever of said Mortgagor, either at law or in equity, either in possession or expectancy of, in and to the above described land, property and estate, and together with any and all interest of the Mortgagor, now owned or hereafter acquired, in and to any party or division walls or party or division caissons, or agreements relating thereto, in connection with any of the mortgaged property, and in and tothe land comprised within any and all existing and/or vacated alleys, streets and public or private places, and within any and all hereafter existing and/or vacated alleys, streets and public or private places, on, contiguous to or adjoining any part of the above described premises, and all buildings, equipment, fixtures and structures of the Mortgagor now or hereafter upon, in, above and under the same, and together with all the right, title and interest of the Mortgagor, whether heretofore or hereafter derived, under any ordinance of the City of Tulsa, Oklahoma, or otherwise in, to, upon, over and under said alleys, streets and public or private places, and in and to the buildings, equipment, fixtures and structures aforesaid; and together with all and singular the personal property of every kind, nature and sort whatsoever of the Mortgagor, situated, or to be situated, in said building, or used, or to be used hereafter, in connection with the conduct or operation of said building as an hotel building, or otherwise, and in any new buildings or buildings or additions to said building erected on said mortgaged premises, as well as any and all renewals and additions to said personal property which may be made prior to the payment in full of the indebtedness secured by this Indenture, 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; it being further understood, however, that the enumeration herein of any specific articles of personal property shall in nowise exclude, or be held to exclude, any items of personal property not herein specifically mentioned"; which said trust deed and chattel mortgage was duly acknowledged before a Notary Public in and for Tulsa County, State of Oklahoma on February 8, 1928, by the officers of the said defendant, Alvin Hotel, Inc., and was duly acknowledged before a Notary Public in and for Cook County, State of Illinois on February 4, 1928, by the officers of the said Straus Trust Company and by Melvin L. Straus and was delivered to said Straus Trust Company and Melvin L. Straus, Trustees; that said trust deed and chattel mortgage was duly made, executed, delivered and acknowledged in all respects in conformity with law,

both as a mortgage of real estate and as a chattel mortgage and was on February 8, 1928, duly filed as chattel mortgage instrument No. 292592 in the office of the County Clerk of Tulsa County Oklahoma, and on the same day was therein recorded as a real estate mortgage in Book 659 at page 508; that said trust deed and chattel mortgage was received in evidence herein as plaintiffs' Exhibit "A" and contains the covenants and undertakings of the said Mortgagor, binding the said Alvin Hotel, Inc., as maker thereof.

5. That on the 20th day of October, 1928, the said Alvin Hotel, Inc., executed and delivered unto Arthur V. Straus, (who had theretofore succeeded Straus Trust Company, as Trustee), and Melvin L. Straus, as Trustees, a confirmatory indenture warranting, granting, selling, conveying, pledging, mortgaging, setting over and confirming unto the said Trustees, and to their respective successors in trust, certain furniture, furnishings and personal property and buildings situated in and located upon the above described real estate, which said indenture was, on November 3, 1928, filed as a chattel mortgage in the office of the County Clerk of Tulsa County, Oklahoma, as instrument No. 327429, which said indenture was received in evidence herein as plaintiffs' Exhibit "B"; that the lien of said chattel mortgage and confirmatory chattel mortgage was duly continued in force by filing within thirty (30) days next preceding the expiration of the term of three (3) years after filing of same, a copy of said confirmatory chattel mortgage and a statement of the amount of the existing debt for which a lien was claimed, sworn to and subscribed by Samuel J. T. Straus and Melvin L. Straus, then Trustees, which said mortgage renewal affidavit was received in evidence as plaintiffs' Exhibit "C".

6. That on February 15, 1930, by duly executed instrument of indenture, Section I of Article XII of said Trust Deed and Chattel Mortgage was amended and modified in respect to the provisions for successor Trustees, and the powers and duties of such successor Trustees, and the powers and duties of such successor Trustees, such amendatory indenture being received in evidence as plaintiffs' Exhibit "D".

7. That said Trust Deed and Chattel Mortgage confirmed and renewed, as aforesaid which are herein sought to be foreclosed, constitute a first, prior and superior lien upon all the property and premises mortgaged and conveyed thereby, and the rents, issues and profits thereof, and herein in question, or alleged in the bill of complaint herein to be encumbered by the lien sought to be foreclosed herein.

8. That Samuel J. T. Straus, one of the plaintiffs herein, has heretofore duly succeeded as trustee under said trust deed and chattel mortgage as confirmed and renewed, in accordance with the terms and provisions thereof and is now and was at the time of the institution of these proceedings the duly qualified Trustee under said trust deed and chattel mortgage, as confirmed and renewed, in the place and stead of the Straus Trust Company; conveyance to such successor Trustee being received in evidence as plaintiffs' Exhibit "E".

9. That the said defendant, Alvin Hotel, Inc., on the 30th day of January, 1928, and at all times since then, has been and is now the owner in fee simple of all of the said real estate hereinabove described, and has been and is now the owner of all properties, real and personal, found herein to be covered by the aforesaid trust deed and chattel mortgage, and indenture supplemental, amendatory and confirmatory thereof.

10. That it is covenanted in and by said trust deed and chattel mortgage, among other things, as follows:

"ARTICLE VII.

Right to Declare Bonds Due.

Section 1. In case default shall be made in payment of the principal of, or of any interest or income tax payments on, any of said bonds, and any such default shall continue for a period of thirty (30) days after the occurrence thereof, or in the event default shall be made in the due observance or performance of any covenant or condition whatsoever in this Indenture, required to be kept or performed by the Mortgagor, except defaults in respect of payment of said principal, interest or income taxes, and any such default shall continue

for a period of thirty (30) days after written notice thereof to the Mortgagor by the Trustees or to the Mortgagor and the Trustees by the holders of not less then twenty-five per cent (25%) in principal amount of the bonds hereby secured and then outstanding, specifying wherein such default consists, or, in the event of the institution of any legal or equitable proceedings of any kind or character against said Mortgagor or any part thereof, or any interest therein, for the appointment of a receiver, assignee or trustee in bankruptcy, or for creditors' protection in any form, or for the foreclosure of any subsequent trust deed, mortgage or chattel mortgage upon any portion of the above described property which might adversely effect the rights or powers of the Trustees or of the bondholders hereunder, then and in any such case the Trustees, in their discretion, and without any action on the part of any bondholder, may, and upon the written request of the holders of not less than one-fourth in principal amount of the bonds then outstanding shall, or in case of their refusal or failure so to act within thirty (30) days after such request, the holders of not less than twenty-five per cent (25%) in principal amount of said bonds, may, declare the principal of all bonds hereby secured and then outstanding to be due and payable immediately, and upon such declaration the said principal, together with the interest accrued thereon, shall become and be due and payable immediately, at the place of payment aforesaid, anything in this Indenture or in said bonds to the contrary notwithstanding."

11. A. That the interest coupons pertaining to all of said bonds which matured on and prior to January 20, 1932, were duly paid, satisfied and cancelled; and that bonds numbered 1 and 2 in the aggregate principal sum of $2,000.00 which matured on July 20, 1931, were duly paid, satisfied and cancelled, and that $6,000 principal amount of the bonds, together with coupons appertaining to said bonds maturing on and subsequent to July 20, 1932, were cancelled subsequent to the filing of the bill of complaint, pursuant to Section 3 of Article II of said Trust Deed and Chattel Mortgage, which bonds so cancelled were numbered in the denomination and of the maturity as follows:

Number	Amount	Maturity
100	$1000	July 20, 1939
770	1000	July 20, 1940
816	1000	July 20, 1940
354	500	July 20, 1940
355	500	July 20, 1940
356	500	July 20, 1940
357	500	July 20, 1940
450	500	July 20, 1940
475	500	July 20, 1940

B. That according to the terms of said trust deed and chattel mortgage, the said Mortgagor was required to deposit on account of the semi-annual interest to become due July 20, 1932, the sum of $3,022.50, on the twentieth day of each of the months of April, May and June, 1932, but that neither the said Mortgagor, nor any one on its behalf, made said deposit, or any part thereof, the total of the deposits made on account of the semi-annual interest due July 20, 1932, in the sum of $18,135, being $9,067.50, which said sum of $18,135.00 has been reduced to the extent of $195.00 by reason of the cancellation of coupons due July 20, 1932, and appertaining to said bonds in the principal sum of $6,000. which were cancelled as aforesaid.

C. That pursuant to the terms and provisions of said trust deed and chattel mortgage, said Mortgagor was required to deposit on account of the principal to become due July 20, 1932, the sum of $208.33 on the twentieth day of each of the months of January, February, March, April, May and June, 1932, but that neither the said Mortgagor, nor any one on its behalf, made said deposits, or any part thereof, the total of the deposits made on account of the principal due July 20, 1932, in the sum of $2,500.00 being $1,250.00.

12. That pursuant to the terms and provisions of the said Trust Deed and Chattel Mortgage, the said Mortgagor was required to pay all taxes levied against the said mortgaged

property, and that the taxes assessed against the said property, part due before and all due and delinquent after April 15, 1932, now amount to $27,215.08.

13. That the said Mortgagor in violation of the terms of said Trust Deed and Chattel Mortgage, and prior to the institution of this suit, acquiesced in, consented to and permitted the appointment of a receiver in proceedings instituted by a stockholder, in the District Court of Tulsa County, Oklahoma, such receiver taking the charge, control and management of all the properties covered by said Trust Deed and Chattel Mortgage.

14. That the defaults hereinabove set forth in paragraphs 11-B and 11-C as to deposits on account of principal and interest required to be made, and in paragraph 12 as to taxes, and in paragraph 13 as to receivership proceedings, existed at the time of the institution of this suit; that by reason of the said defaults, and each of them, and pursuant to the provisions of said Trust Deed and Chattel Mortgage, the said plaintiffs, as Trustees, elected to declare and did, by the filing of their bill of complaint herein, duly and lawfully declare immediately due and payable all of the bonds numbered from 6 to 680, both inclusive, aggregating $555,500.00 in principal amount, together with interest accrued thereon, and there is due and owing upon said bonds the principal sum of $549,500.00, together with interest thereon at the rate of six and one-half per cent per annum from July 20, 1932, to August 4, 1932, and thereafter at the rate of seven per cent per annum.

15. That it is further provided in said Trust Deed and Chattel Mortgage that every right of action whether at law or in equity, upon or under said trust deed and chattel mortgage, is vested exclusively in the Trustees, and that all the power and rights of action under said Trust Deed and Chattel Mortgage may be exercised by the Trustees at their election without the possession or production of any of the bonds or coupons secured thereby, or proof of ownership thereof; and that in all actions, suits and proceedings or dealings or transactions in any way affecting or relating to said trust deed and chattel mortgage or the mortgaged property or any part thereof, or title thereto, the Trustees shall be deemed the representative of the bondholders and in no case shall it be necessary to notify any bondholder or to make any bondholder a party to any action, suit or proceeding for the purpose of binding or concluding the said bondholder; that the interest of all of the owners and holders of all the bonds and interest coupons secured by said Trust Deed and Chattel Mortgage are in no respect in conflict with the interest of said plaintiffs, as Trustees, who brought this suit for and on behalf of each and every of the owners and holders of such bonds and interest coupons, and as representatives of their respective interests with the intent that any action taken by this Court on behalf of or at the request of such plaintiffs, as Trustees, should inure to the benefit of each and every owner and holder of such bonds and/or interest coupons issued under and described in said Trust Deed and Chattel Mortgage and indentures herein foreclosed.

16. That on August 23, 1932, after due notice to said Mortgagor, Alvin Hotel, Inc., on application of the plaintiffs herein, the said defendant appearing in and consenting thereto, Arthur J. Devlin was appointed Receiver herein and the said Receiver did immediately enter into possession of all of said real and personal property covered by said Trust Deed and Chattel Mortgage, and that since August 23, 1932, said Receiver has been rightfully and legally in actual possession of all of said real and personal property, and under order and direction of this Court has been operating and managing said property and collecting the rents, issues and profits thereof, and making the proper and necessary disbursements.

17. That the report of said Receiver showing the receipts and disbursements from and on said mortgaged property in the possession and under the control and management of said Receiver to the close of the year 1932, has been heretofore approved by this Court, and shows a balance in the hands of the said Arthur J. Devlin, Receiver, of $6,716.13, as of January 1, 1933; that by virtue of the terms and provisions of said Trust Deed and Chattel Mortgage and indentures supplemental, amendatory and confirmatory thereof, plaintiffs herein have a first and prior lien upon all the rents, issues and profits of and from said mortgaged property.

18. That said plaintiffs necessarily required attorneys to institute these proceedings and did employ such attorneys; that the fair, usual, customary and reasonable fee for

the services of plaintiffs' attorneys herein is the sum of $11000.00, which sum is an additional lien upon the mortgaged property hereinabove described, under the terms of said Trust Deed and Chattel Mortgage being foreclosed herein, prior and superior to the lien of the unpaid principal indebtedness and interest thereon.

19. That said plaintiffs necessarily performed services as Trustees under said Trust Deed and Chattel Mortgage and will necessarily be compelled to render further services; that a fair, usual, customary and reasonable fee for the services of said plaintiffs, as Trustees, under said trust deed and chattel mortgage is the sum of $2060.00, which sum is an additional lien under the terms of said trust deed and chattel mortgage upon the said mortgaged property hereinabove described, prior to the lien of the unpaid principal indebtedness and interest thereon, and which sum is a fair and reasonable value of the services of such Trustees in connection with these proceedings.

20. That there is now due, and remains unpaid, to plaintiffs, as Trustees, for their own benefit, and plaintiffs have a prior, valid and subsisting lien against the mortgaged property hereinabove described for the following:

Attorneys' fees	$11000.00
Trustees' fees	2060.00
Total	$13060.00

and also for all other costs and expenses of this proceeding, including the cost of preparation of documents, photostatic copies, procuring abstracts of title, etc., as may be allowed by the Court, Court Reporter's charges, and that the right, title, interest and lien of said plaintiffs for said sum and for their costs and expenses is prior, superior and paramount to the right, title and interest of the owners and holders of the bonds and interest coupons secured by said Trust Deed and Chattel Mortgage and indentures supplemental, amendatory and confirmatory thereof, being foreclosed, and to the right, title, interest and lien of the defendant herein, and of the Interveners herein.

That the lien of the cost, expenses and fees of the receivership, including fees of the attorneys for the Receiver, heretofore and hereafter allowed and paid, constitutes a lien which is prior, superior and paramount to the right, title, and interest of the owners and holders of the bonds and interest coupons secured by said trust deed and chattel mortgage and other indentures herein foreclosed, and to the right, title, interest and lien of the defendant, Alvin Hotel, Inc., and of the Interveners.

2. That the plaintiffs, as Trustees, for the use and benefit of the holders and owners of bonds numbered from 3 to 880, both inclusive, excepting bonds surrendered and cancelled as set out in paragraph 11-A hereof, secured by said Trust Deed and Chattel Mortgage and indentures supplemental, amendatory and confirmatory thereof, have a valid and subsisting lien against the said mortgaged property hereinabove described, and against the rents, issues and profits thereof for the following:

Principal of bonds numbered 3 to 5 -	$2500.00	
Interest on said $2500.00 at 7% from July 20, 1932 to date of this Decree;	104.51	2,604.51
Principal of Bonds maturing subsequent to July 20, 1932	$549,000.00	
Interest thereon at 6½% from July 20, 1932 to August 4, 1932,	1,389.02	550,889.02
Interest on said $549,000.00 at 7% from August 4, 1932 to date of this	21,476.29	21,476.29
Interest coupons due July 20, 1932	17,940.00	

Interest on said ($18,135.00, less $195.00), $17,940.00, at 7% per annum from July 20, 1932 to date of this Decree;	749.99	18,689.99
Total		$593,659.81

together with interest thereon at the rate of 7% per annum from and after date of this Decree, which lien is subject and inferior to the liens hereinabove set forth in paragraph 20, but is prior, superior and paramount to the right, title, interest and lien of the said Intervenersand said Mortgagor, Alvin Hotel, Inc.

22. That the defendant, Alvin Hotel, Inc. is personally liable to the plaintiffs, Samuel J. T. Straus and Melvin L. Straus, as Trustees, for the amount hereinabove found due them, and such interest and costs.

23. That the sum of $9,067.50 deposited by the Mortgagor with Straus National Bank and Trust Company of Chicago, depositary, on account of the interest coupons maturing July 20, 1932 on said first mortgage bonds, and the sum of $1,250.00 deposited with said depositary on account of the principal of bonds numbered 3 to 5 inclusive, maturing July 20, 1932, shall be applied by the Trustees or said depositary on behalf of the trustees towards the pro rata payment of said coupons and said bonds respectively, and such distribution shall be made by the Trustees and/or the depositary in their behalf at the time the distribution shall be made of the proceeds of the sale price of the mortgaged property.

And, thereupon evidence was presented by the Interveners, Robert E. Straus and Edward R. Heinsimer, as Trustees, in support of the allegations of their bill in intervention seeking foreclosure of their Second Mortgage Trust Deed and Chattel Mortgage and indentures supplemental and confirmatory thereof, and the Court having considered the pleadings and evidence and being fully advised in the premises finds, as heretofore found in paragraphs 1 and 2 hereof:

> "1. That the said plaintiffs, the said interveners and the said defendant are properly before the Court, and that the Court has jurisdiction of the subject-matter hereof, and of all said parties hereto.
>
> 2. That on and prior to January 20, 1928, and continuously to the date of this Decree, said defendant Alvin Hotel, Inc., was a corporation duly organized under the laws of the State of Oklahoma, and qualified to do business in this State, with its principal place of business at Tulsa, Oklahoma, and was, and is, the owner in fee simple of the premises, lots, pieces and parcels of real estate situated in the City of Tulsa, County Of Tulsa, and State of Oklahoma, described as follows, to-wit:
>
> 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."

and it further finds, as follows:

24. That on said January 20, 1928, the said defendant, Alvin Hotel, Inc., a Corporation, was indebted in the principal sum of Forty Thousand ($40,000.00) Dollars, in order to evidence and secure the said principal indebtedness, did, pursuant to resolutions adopted by

its stockholders and directors, make, execute and deliver its temporary second mortgage bond bearing the date, January 20, 1928, for the principal sum of $40,000.00, under which said bond said defendant, Alvin Hotel, Inc., a corporation, promised to pay to the bearer, or to the registered holder thereof, in case of registration, $40,000.00, upon the dates and in the amounts as follows:

AMOUNT OF PRINCIPAL	WHEN DUE
$2,000	July 20, 1931
8,000	July 20, 1931
2,000	July 20, 1932
8,000	July 20, 1932
2,000	July 20, 1933
8,000	July 20, 1933
2,000	July 20, 1934
8,000	July 20, 1934

in gold coin of the United States of America of or equal to the then present standard of weight and fineness at the office of Straus Trust Company, a corporation, in the City of Chicago, Illinois, or at the office of S. W. Straus & Co. Incorporated, New York City, together with interest thereon, payable in like gold coin, at the rate of seven per cent per annum until maturity from date of mortgage, payable on July 20, 1928 and thereafter semi-annually on the 20th day of January and July of each year until the respective maturities of those several principal amounts aforesaid, and with interest on said principal sum after maturity thereof at the rate of seven per cent per annum, and with interest on interest after maturity thereof at the rate of seven per cent per annum until paid; andthat said temporary bond was duly authenticated by the original Trustees under the Second Mortgage Trust Deed and Chattel Mortgage, dated January 20, 1928, hereinafter described, as prescribed in said second mortgage trust deed and chattel mortgage; that said defendant, Alvin Hotel, Inc., did, in accordance with the provisions of said Second Mortgage Trust Deed and Chattel Mortgage, execute and deliver its forty-eight (48) permanent second mortgage bonds, payable to bearer, or to the registered holders thereof in case of registration, for the aggregate principal sum of $40,000.00, numbered consecutively from 1 to 48, both inclusive, which said bonds are of $500 and $1,000 denomination and mature yearly commencing July 20, 1931, with a final maturity July 20, 1934; that all of said bonds, by the terms thereof, are payable in gold coin of the United States of America of not less than the then present standard of weight and fineness and bear interest from January 20, 1928, at the rate of seven per cent per annum, payable in like gold coin semi-annually, each semi-annual installment of interest to accrue on each bond until its maturity, being evidenced by an interest coupon attached thereto of an appropriate amount and of an appropriate maturity, and properly identified so as to indicate the particular bond on which it evidenced the interest, all of said coupons bearing the facsimile lithographed signature of the said Alvin Hotel, Inc., by Arthur J. Devlin, its Treasurer, and all of said bonds and coupons bearing interest after maturity at the rate of seven per cent per annum until paid; that all of said bonds were duly certified by said Straus Trust Company, as Trustee under the second mortgage trust deed and chattel mortgage hereinafter described, in accordance with the terms and provisions of said bonds and of said second mortgage trust deed and chattel mortgage; that said temporary bond was exchanged for said permanent bonds and was duly cancelled as provided in the said second mortgage trust deed and chattel mortgage hereinafter referred to; and that thereafter said bonds so authenticated were sold and delivered for value before maturity to the holders and owners thereof.

23. That to secure the full payment of said principal indebtedness and the interest thereon, as set out in the next preceding paragraph hereto, so evidenced by said temporary bonds and said permanent bonds and coupons thereto attached, the said defendant, Alvin Hotel, Inc., pursuant to resolution of its Stockholders and directors, on or about January 20, 1928, made, executed, acknowledged and delivered its certain second mortgage trust deed and chattel mortgage, dated January 20, 1928, whereby said defendant, Alvin Hotel, Inc., conveyed and transferred to Straus Trust Company and Melvin L. Straus, as trustees, and their successors in trust, for the uses and purposes of said second mortgage trust deed and chattel mortgage set forth, the real estate and personal property hereinabove described, in paragraphs 2 and 4 hereof;

which said second mortgage trust deed and chattel mortgage was duly acknowledged before a Notary Public in and for Cook County, State of Illinois, on February 4, 1928, by the officers of said Straus Trust Company and Melvin L. Straus and was delivered to said Straus Trust Company and Melvin L. Straus, Trustees; that said second mortgage trust deed and chattel mortgage was duly made, executed and acknowledged in all respects in conformity with law, both as a mortgage of real estate and as a chattel mortgage, and was, on February 8, 1928 duly filed as Chattel Mortgage Instrument No. 292593, in the office of the County Clerk of Tulsa County, Oklahoma, and on the same day was therein recorded as a real estate mortgage in Book No. 662 at page 577 thereof; that said second mortgage trust deed and chattel mortgage was received in evidence herein as Interveners' Exhibit "F" and contains the covenants and undertakings of the said Mortgagor, binding the said Alvin Hotel, Inc., as maker thereof.

26. That on February 15, 1930, by duly executed instrument of indenture, Section I of Article VII of said Second Mortgage Trust Deed and Chattel Mortgage was amended and modified in respect to the provisions for successor trustees and the powers and duties of such successor trustees, and such indenture was received in evidence as Interveners' Exhibit "G".

27. That Robert E. Straus and Edward R. Heinsimer, interveners herein, as Trustees, have heretofore duly succeeded as Trustees under said second mortgage trust deed and chattel mortgage as amended and modified, in accordance with the terms and provisions thereof, and are now and were at the time of the institution of these proceedings in intervention the duly qualified Trustees under said Second Mortgage Trust Deed and Chattel Mortgage as amended, modified, confirmed and renewed, as alleged in the Bill in Intervention, in the place and stead of said Straus Trust Company and Melvin L. Straus, respectively, and have accepted such succession under said Second Mortgage Trust Deed and Chattel Mortgage, said confirmatory Second Chattel Mortgage being received in evidence as Interveners' Exhibit "H"; conveyance to such successor Trustees being received in evidence as Interveners' Exhibit "I"; and renewal affidavit being received in evidence as Interveners' Exhibit "J".

27 A. That said second mortgage Trust Deed and Chattel Mortgage confirmed and renewed, as aforesaid, which are herein sought to be foreclosed, constitute a first, prior and superior lien upon all of the property and premises mortgaged and conveyed thereby, and the rents, issues and profits thereof and herein in question, subject to the said Trust Deed and Chattel Mortgage received in evidence as plaintiffs' Exhibit "A" and indentures supplemental, amendatory and confirmatory thereof.

28. That the said defendant, Alvin Hotel, Inc., on the 20th day of January, 1928 and at all times since then, has been and is now the owner in fee simple of all of the said real estate hereinabove described, and has been and is now the owner of all properties, real and personal, found herein to be covered by the aforesaid Second Mortgage Trust Deed and Chattel Mortgage, and indenture supplemental, amendatory and confirmatory thereof.

29. That it is covenanted in and by said Second Mortgage Trust Deed and Chattel Mortgage, among other things, as follows:

"ARTICLE VII.
Right to Declare Bonds Due.

Section 1. In case default shall be made in the payment of the principal of or of any interest or income tax payments on the bonds secured by said First Mortgage, and any such default shall continue for a period of twenty (20) days after the occurrence thereof, or in case default shall be made in the payment of, the principal of, or of any interest or income tax payments on, any of said bonds secured hereby, and any such default shall continue for a period of thirty (30) days after the occurrence thereof, or in the event default shall be made in the due observance or performance of any covenant or condition whatsoever in this Indenture or said First Mortgage, required to be kept or performed by the Mortgagor, except defaults in request of payment of said principal, interest or income taxes, and any such default shall continue for a period of Thirty (30) days

after written notice thereof to the Mortgagor by the Trustees or to the Mortgagor and the Trustees by the holders of not less then twenty-five per cent (25%) in principal amount of the bonds hereby secured and then outstanding, specifying wherein such default consists, or, in the event of the institution of any legal or equitable proceedings of any kind or character against said Mortgagor or any subsequent owner of the mortgaged property, or any part thereof, or any interest therein, for the appointment of a receiver, assignee or trustee in bankruptcy, or for creditors' protection in any other form, or for the foreclosure of any subsequent trust deed, mortgage or chattel mortgage upon any portion of the above described property which might adversely affect the rights or powers of the Trustees or of the bondholders hereunder, then and in any such case the Trustees, in their discretion, and without any action on the part of any bondholder, may, and upon the written request of the holders of not less than one-fourth in principal amount of the bonds then outstanding shall, or in case of their refusal or failure so to act within thirty (30) days after such request, the holders of not less than twenty-five per cent (25%) in principal amount of said bonds, may, declare the principal of all bonds hereby secured and then outstanding to be due and payable immediately, and upon such declaration the said principal, together with the interest accrued thereon, shall become and be due and payable immediately, at the place of payment aforesaid, anything in this Indenture or in said bonds to the contrary notwithstanding."

30. That the interest coupons pertaining to all of said bonds secured by said Second Mortgage Trust Deed and Chattel Mortgage which matured on and prior to January 20, 1932, were duly paid, satisfied and cancelled; and that bonds numbered 1 to 12, both inclusive, in the aggregate principal sum of $10,000 which matured July 20, 1931, were duly paid, satisfied and cancelled.

B. That according to the terms of said Second Mortgage Trust Deed and Chattel Mortgage, the said Mortgagor was required to deposit on account of the semi-annual interest to become due July 20, 1932, the sum of $175 on the 20th day of June, 1932, but that neither the said Mortgagor, nor any one on its behalf, made said deposit, the total deposit on account of such semi-annual interest being $875, leaving a delinquency of $175.

C. That pursuant to the terms and provisions of said Second Mortgage Trust Deed and Chattel Mortgage, said Mortgagor was required to deposit on account of the principal to become due July 20, 1932, the sum of $10,000, in monthly deposits, but the total amount deposited on account thereof was $3,125.00, leaving a delinquency of $6,875.00.

31. That pursuant to the terms and provisions of said Second Mortgage Trust Deed and Chattel Mortgage, the said Mortgagor was required to pay all taxes levied against the said mortgaged property, and that the taxes assessed against the said property, part due before and all due and delinquent after April 15, 1932, amounted to $28,091.80, including penalties to that date.

32. That the said Mortgagor in violation of the terms of said Second Mortgage Trust Deed and Chattel Mortgage, and prior to the institution of this suit, acquiesced in, consented to and permitted the appointment of a receiver in proceedings instituted, by a stockholder, in the District Court of Tulsa County, Oklahoma, such receiver taking the charge, control and management of all the properties covered by said Second Mortgage Trust Deed and Chattel Mortgage.

33. That the defaults hereinabove set forth in paragraphs 30-B and 30-C as to deposits on account of principal and interest required to be made, and in paragraph 31 as to taxes, and in paragraph 32 as to receivership proceedings, existed at the time of the filing of the Bill in intervention; that by reason of the said defaults, and each of them, and pursuant to the provisions of said Second Mortgage Trust Deed and Chattel Mortgage, the said interveners, as trustees, elected to declare and did, by the filing of the Bill in Intervention herein, duly

and lawfully declare immediately due and payable all of the bonds numbered from 25 to 48, both inclusive, aggregating $20,000.00 in principal amount, together with interest accured thereon, and there is due and owing upon said bonds numbered from 25 to 48, both inclusive, the said principal sum of $20,000.00, together with interest thereon at the rate of seven per cent per annum from July 20, 1932, to the date of this decree.

34. That it is further provided in said Second Mortgage Trust Deed and Chattel Mortgage that every right of action whether at law or in equity upon or under said Second Mortgage Trust Deed and Chattel Mortgage, is exclusively vested in the Trustees, and that all the powers and rights of action under said Second Mortgage Trust Deed and Chattel Mortgage may be exercised by the Trustees at their election without the possession or production of any of the bonds or coupons secured thereby, or proof of ownership thereof; and that in all actions, suits and proceedings or dealings or transactions in any way affecting or relating to said Second Mortgage Trust Deed and Chattel Mortgage or the mortgaged property or any part thereof, or title thereto, the Trustees shall be deemed the representative of the bondholders and in no case shall it be necessary to notify any bondholder or to make any bondholder a party to any action, suit or proceeding for the purposeof binding or concluding the said bondholder; that the interest of all of the owners and holders of all the bonds and interest coupons secured by said Second Mortgage Trust Deed and Chattel Mortgage are in no respect in conflict with the interest or said interveners, as Trustees, who filed their Bill in Intervention for and on behalf of each and every of the owners and holders of such bonds and interest coupons, and as representatives of their respective interests with the intent that any action taken by this Court on behalf of or at the request of such interveners, as Trustee, should inure to the benefit of each and every owner and holder of such bonds and/or interest coupons issued under and described in said Second Mortgage Trust Deed and Chattel Mortgage and indentures herein foreclosed.

35. That the lien of the Second Mortgage Trust Deed and Chattel Mortgage and all of the indebtedness accured thereby on the premises and property hereinabove described was expressly made subject, subordinate, junior and inferior to the lien of said Trust Deed and Chttel Mortgage dated January 20, 1926 and filed for record in the office of said County Clerk of Tulsa County, Oklahoma, in Record 659, Page 508, and all instruments supplemental to and confirmatory of said indenture, made by and between said defendant, Alvin Hotel, Inc., and said Straus Trust Company and Melvin L. Straus, Trustees.

36. That said interveners necessarily required an attorney to file the Billin Intervention on their behalf and did engage such attorney, and that interveners necessarily performed services as Trustees under said Second Mortgage Trust deed and chattel mortgage, and will necessarily be compelled to render further services, and after due consideration of the circumstances a fee is allowed to such attorney in the sum of $100.00, and to said Trustees in the sum of $100.00, which sums are an additional lien under the terms of said Second Mortgage Trust Deed and Chattel Mortgage upon the said mortgaged property hereinabove described, prior to the unpaid principal indebtedness and interest thereon.

37. That interveners, as Trustees, for the use and benefit of the holders and owners of bonds numbered from 13 to 48, both inclusive secured by said Second Mortgage Trust Deed and Chattel Mortgage and indentures supplemental, amendatory and confirmatory thereof, have a valid and existing lien against the said mortgaged property hereinabove described, and against the rents, issues and profits thereof for the following:

Principal of bonds numbered 13 to 48 inclusive	30,000.00	
Interest on said $30,000.00 at 7% per annum from July 20, 1932 to the date of this Decree;	1,251.17	$31,251.17
Interest coupons due July 20, 1932	1,050.00	
Interest on said $1,050.00 at 7% per annum from July 20, 1932 to the date of this Decree;	43.90	1,093.90
Total		$32,345.07

together with interest thereon at the rate of 7% per annum, which lien is subject and inferior to the liens hereinabove set forth in paragraphs 20, 21 and 36, but prior and senior to the lien and interest of the defendant, Alvin Hotel, Inc.

38. That the defendant, Alvin Hotel, Inc., is personally liable to the interveners, Robert E. Straus and Edward R. Heinsimer, as Trustees, for the amounts hereinabove found due them and such interest and cost.

39. That the sum of $875.00 deposited by the Mortgagor with Straus National Bank and Trust Company of Chicago, depositary, on account of the interest coupons maturing July 20, 1932, onsaid second mortgage bond, and the sum of $3,125.00 deposited with said depositary on account of the principal of bonds numbered 13 to 24, both inclusive, maturing July 20, 1932, shall be applied by the Trustees or said depositary on behalf of the Trustees toward the pro rata payment of said coupons and bonds respectively, and such distribution shall be made by the Trustees and/or the depositary, in their behalf, at the time the distribution shall be made of the proceeds of the sale price of the mortgaged property.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by this Court as follows:

A. That the defendant, Alvin Hotel, Inc., pay to the plaintiffs, Samuel J. T. Straus, and Melvin L. Straus, as Trustees, for their use and benefit, the sum of $13060.00, on account of their lien for services rendered as Trustees, and their attorneys' fees, together with all other charges and costs incident to these proceedings; and that said defendant, Alvin Hotel, Inc., also pay to said plaintiffs, Samuel J. T. Straus and Melvin L. Straus, as Trustees, under said Trust Deed and Chattel Mortgage recorded in Book 659 at page 508 thereof, and filed as Chattel Mortgage Instrument No. 292592 in the office of the County Clerk of Tulsa County, Oklahoma, on account of their lien for the equal and pro rata benefits of the owner or owners, holder or holders of the unpaid bonds and interest coupons hereinabove in paragraph 21 of this Decree described, the sum of $593,059.81, with interest thereon at the rate of 7 per cent per annum from the date of this Decree until paid, less the aggregate sum of $10,317.50, referred to in paragraph 23 of this Decree which shall be credited thereon as herein provided; that the said defendant, Alvin Hotel, Inc., pay to the said Interveners, Robert E. Straus and Edward R. Heinsimer, as Trustees, for their use and benefit, the sum of $200.00, on account of their lien for services rendered as Trustees and their attorneys' fees, together with all other charges and costs incident to these proceedings; and that said defendant, Alvin Hotel, Inc., also pay to the said Interveners, Robert E. Straus and Edward R. Heinsimer, as Trustees, under said Second Mortgage Trust Deed and Chattel Mortgage, recorded in Book 662 at page 547, and duly filed as Chattel Mortgage Instrument No. 292593 in the office of the County Clerk of Tulsa County, Oklahoma, on account of their second mortgage lien for the equal and pro rata benefit of the owner or owners, holder or holders of the unpaid bonds and interest coupons hereinabove, in paragraph 37 of this Decree described, the sum of $32,348.07, with interest thereon at the rate of 7 per cent per annum from date of this Decree until paid, less the aggregate sum of $4,000.00 referred to in paragraph 39 of this Decree, which shall be credited thereon as herein provided; and that unless the defendant, Alvin Hotel, Inc., owner of the mortgaged property, pay or cause to be paid to said plaintiffs, Samuel J. T. Straus and Melvin L. Straus, as Trustees, within six months from the date of this Decree the sum aforesaid, together with interest thereon at the rate of 7 per cent per annum, and the costs of this suit, to be taxed by the Clerk of this Court; and that unless the defendant Alvin Hotel, Inc., owner of the mortgaged property, pay or cause to be paid to said Interveners, Robert E. Straus and Edward R. Heinsimer, as Trustees, within six months from the date of this Decree the sums aforesaid, together with interest thereon at the rate of 7 per cent per annum, and the costs of this suit to be taxed by the Clerk of this Court; then, and in such case, the mortgaged real and personal property, hereby adjudged to be subject to the lien of said Trust Deed and Chattel Mortgage recorded in Book 659, at page 508 thereof, as aforesaid, and indentures amendatory, supplemental and confirmatory thereof, and said second mortgage trust deed and chattel mortgage and indentures amendatory, supplemental and confirmatory thereof, and described in the Bill of Complaint and the Bill in Intervention herein being as follows, to-wit:

All those certain lots, plots, pieces or parcels of land, and the personal property situate in the City of Tulsa, County of Tulsa, and State of Oklahoma, 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 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 any building or buildings standing on said premises or any part thereof, and the reversion or reversions, remainder and remainders, in and to said premises and each and every part thereof, and together with all the rents, issues and profits thereof, and together with all and singular the tenements, hereditaments, easements, appendages and appurtenances to said estate and property belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever of said Mortgagor, either at law or in equity, either in possession or expectancy of, in and to the above described land, property and estate, and together with any and all interest of the Mortgagor in and to any party or division walls or party or division caissons, or agreements relating thereto, in connection with any of the mortgaged property, and in and to the land comprised within any and all existing and/or vacated alleys, streets and public or private places, and within any and all hereafter existing and/or vacated alleys, streets and public or private places, on, contiguous to or adjoining any part of the above described premises, and all buildings, equipment, fixtures, and structures of the Mortgagor upon, in, above and under the same, and together with all the right, title and interest of the Mortgagor under any ordinance of the City of Tulsa, Oklahoma, or otherwise, in, to, upon, over and under said alleys, streets and public or private places, and in and to the buildings, equipment, fixtures and structures aforesaid: and together with all and singular the personal property of every kind, nature and sort whatsoever situated in said building or buildings, belonging to the Mortgagor, and used in connection with the conduct or operation of a hotel or apartment hotel or garage in said building or buildings or additions to said buildings erected on said mortgaged premises, as well as any and all renewals and additions to said personal property, including therein, among other items of personal property, any and all furniture, including among other things, davenports, tables, benches, chairs, desks, dressers, beds, mirrors, ornaments, night stands, grip stands, buffets, stoves, costumers, consoles, etc.; furnishings, including among other things, draperies, curtains, shades, rods, carpets, rugs; equipment; bedding, including among other things, mattresses, springs, pillows, blankets, mattress pads; linens, including among other things, towels, napkins, spreads, sheets and cases; lamps, electric fans, steel lockers, pictures, office equipment, household utilities, cuspidors, dishes, cooking and kitchen utensils and equipment, glassware, silverware, plated ware, linoleum, signs, uniforms, works of art, pianos, pictures, paintings, statutes, lamps, radio apparatus, equipment and instruments, belting, motors, tools (including [illegible] hand tools), air compressing machines, lathes, tanks, electrical appliances, service and other trucks, carts and wagons;

or so much thereof as may be necessary to pay the amount so found to be due to the Plaintiffs, Samuel J. T. Straus and Melvin T. Straus, as Trustees, and the Interveners, Robert H. Straus and Edward R. Heinsimer, as Trustees, as aforesaid, and also the costs taxed herein and the Special Master's fees, disbursements and commission on the sale or sales herein decreed, and the fees, charges and expenses of the Receiver and his attorneys, if any there be and shall have been allowed and remain unpaid at the time of said sale or sales, less, however, such funds as may

then be in the Receiver's hands and be payable to plaintiffs, or Interveners, herein under the terms of the said Trust Deed and Chattel Mortgage or Second Mortgage Trust Deed and Chattel Mortgage, as may be hereafter determined by order of this Court, and which may be sold separately without material injury to the parties in interest, shall be sold at public sale to the highest and best bidder for cash (subject, however, to the right of the holder or holders of bonds and/or interest coupons secured by the said Trust Deed and Chattel Mortgage and indentures amendatory, supplemental and confirmatory thereof herein foreclosed, or the Second Mortgage Trust Deed and Chattel Mortgage, to apply their bonds and/or interest coupons in payment of any bid as hereinafter provided) by the Special Master hereinafter appointed.

B. That George H. Lessley, of Tulsa, Oklahoma, is hereby appointed Special Master for all purposes hereinbefore mentioned, including the purpose of selling all of the said property covered by the aforesaid Trust Deed and Chattel Mortgage and indentures amendatory, supplemental and confirmatory thereof, which said sale shall be had, without appraisement (appraisement being waived by the terms of said Trust Deed and Chattel Mortgage), at the Main Street entrance or door of the hotel building on the premises to be sold, and hereinbefore described, being otherwise designated as Number 627 South Main Street, Tulsa, Oklahoma, it appearing to the Court that it is to the best interests of all parties concerned to sell said property at the place and in the manner provided herein, on a date not less than six months from the date of this Decree.

C. That such Special Master shall give public notice of said sale and of the time and place thereof by publishing such notice once a week for five consecutive weeks prior to such sale in Tulsa Daily World, a newspaper printed, regularly issued, and having a general circulation, in the County of Tulsa, State of Oklahoma; that the notice of sale shall contain a full, legal description of the real estate and shall describe the personal property generally without describing it in detail, but that said notice shall refer to this Decree for further detail with respect to the personal property; that the plaintiffs or any of the parties to this cause, or any bondholder, or group of bondholders, may become the purchaser or purchasers at such sale; that said property shall be sold free and clear of any right of redemption (any and all right of redemption and right to stay the foreclosure sale being waived by the terms of said Trust Deed and Chattel Mortgage, and subject to all real estate taxes then due and unpaid; that if said real and personal property shall be purchased as a unit, the purchaser shall be required to state what portion of his bid represents the purchase price of the real property and what portion of his bid represents the purchase price of the personal property; that if the successful bid is for the real and personal property as a unit, the Special Master shall state in his report what part of the total bid is for real estate and what part of the bid is for personal property, and the report of the Special Master shall be binding and conclusive upon the purchaser and parties to this proceeding and all persons claiming by, through or under them as to the amounts for which said real estate and personal property were respectively sold at said sale; that said Special Master shall accept such bid or such of the bids as may be made for said real and personal property which shall yeild the highest aggregate purchase price for said real and personal property.

That said Special Master may, in his discretion, from time to time, postpone the time appointed for the sale or adjourn said sale to a future date by oral announcement or otherwise, without prejudice to the notice of sale, and without the necessity of publishing any further notice, or doing any other thing, but in his discretion, the said Special Master may, notwithstanding, give notice of any such adjournment by publication, or otherwise, as he may deem proper, and may proceed with said sale on any date to which the same may be adjourned by him.

D. Any purchaser or purchasers of said property may pay the amount of his or their bid in accordance with the terms of this Decree by delivering to said Master unpaid bonds and/or interest coupons secured by the First Mortgage Trust Deed and Chattel Mortgage and supplements thereto, or the Second Mortgage Trust Deed and Chattel Mortgage foreclosed herein, and shall thereupon receive credit on the amount of his or their bids for the amount which would be distributable upon such bonds and interest coupons out of the purchase price had it been paid entirely in cash, and shall pay the balance of said purchase price in cash, provided, however,

that said Second Mortgage bonds and coupons shall not be received for credit on any bid until the indebtedness found due the plaintiffs, Melvin L. Straus and Samuel J. T. Straus, as Trustees shall hve been satisfied in full; provided,further, that in any event the successful bidder or bidders shall be required to pay in cash all costs an expenses of this proceeding and the other amounts for which the plaintiffs have a prior lien, as hereinabove set out, including the Special Master's fees, disbursements and commission on such sale and costs as may have accrued at the time of sale and Receivers' fees and expenses not otherwise provided for; upon the completion of the sale to be made under this Decree and confirmation thereof by the Court, the Special Master shall endorse upon each bond presented to him on account of the purchase price of the property sold the amount to be credited thereon on account of such payment of the purchase price, and shall cancel such bonds as arepaid in full; provided, however, that in lieu of delivering said bonds and coupons to said Special Master, said Special Master is hereby authorized anddirected to accept the certificates or certificates of any responsible bank or trust company, stating that it holds such bonds or coupons secured by said Trust Deed and Chattel Mortgage, and will deliver on demand, for cancellation or endorsement, such bonds and/or coupons secured by said trust deed, or said Second Mortgage Trust Deed and Chattel Mortgage, upon the order of said Special Master, or upon the order of the person or persons named therein, and duly assigned by such person or persons to the order of such Special Master, or the certificate of suchbank or trust company to the effect that it has stamped or endorsed on said bonds a credit in the amount for which said bonds may be received in lieu of cash.

E. The successful bidder of said property may assign his bid, and is assignee shall thereupon succeed to all the rights and be bound by all the obligations of the successful bidder hereunder.

F. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Special Master, upon making said sale, shall report same and the proceeds thereof, and all his acts and doings in connection therewith to the Court, with all convenient speed, for its confirmation of said sale, if same be confirmed by the Court, out of the cash proceeds of said sale he shall retain his fees and commissions on such sale and shall pay the sum of $15060.00, (less such amount, if any, as shall have been theretofore paid), forwhich the said Samuel J. T. Straus and Melvin L. Straus, Trustees as aforesaid, have a first and prior lien, and shall see that such sum, together with all unpaid costs, are paid to the persons or person entitled to receive the same; and shall then pay to Samuel J. T. Straus and Melvin L. Straus, Trustees as aforesaid, on their receipt, the remainder of the cash proceeds of said sale, together with the cash, if any, that may be turned over by the Receiver to the Special Master, provided, however, that the amount so to be paid to the said Trustees, Samuel J. T. Straus and Melvin L. Straus, shall not exceed the amount owing to said Trustees under the terms of this Decree, and any surplus remaining shall be paid over by the Special Master to the said Interveners, Robert L. Straus and Edward R. Heinsimer, as Trustees on their receipt, provided further, however, that the amount so to be paid to the said Interveners, as Trustees, shall not exceed the amount owing to the said Interveners, as Trustees, under the terms of this Decree, and any surplus remaining shall be brought into Court by the Special Master to distribute and dispose of as this Court shall hereinafter direct, and such receipt or receipts issued to said Special Master shall constitute a full relief and acquittance of said Special Master.

G. That the Court reserve exclusive power and jurisdiction to deliver to the purchaser or purchasers, assignee or assignees, title to and the possession of the property sold under this Decree, and to determine all controversies as to the character, extent and validity of the possession and as to the title of such purchaser or purchasers, assignee or assignees, acquired under this Decree.

H. Upon receipt by Samuel J. T. Straus and Melvin L. Straus, as Trustees as aforesaid, of the net proceeds of sale and of other sums, if any there be, they shall, upon presentation of the bonds and interest coupons, pay to the respective holders of such bonds and coupons the amounts which shall be due to them, in accordance with this Decree, and at the time of such payment, said Samuel J. T. Straus and Melvin L. Straus, as Trustees as aforesaid, shall cause or cause to be endorsed upon such bonds the amount of any such payment; and, likewise thereafter, said Samuel J. T. Straus and Melvin L. Straus, as Trustee, shall be and hereby are

authorized, empowered and directed to pay out of any and all moneys coming into their hands, belonging to the holders of such bonds and coupons, the respective proportions of any such sums belonging to the respective holders of such bonds and coupons, and upon making such payment said Samuel J. T. Straus and Melvin L. Straus, as Trustees, shall endorse or cause to be endorsed upon said bonds and coupons, the amount of any such payment, and upon making any of the payments as herein in this Decree directed, they shall be forever absolved and discharged from any and all liability and duty as to any such payments so made.

And upon receipt by Robert E. Straus and Edward R. Heinsimer, as Trustees as aforesaid, of any sums under this Decree, they shall, upon presentation of the Second Mortgage bonds and coupons, pay to the respective holders of such bonds and coupons the amounts which shall be due to them, in accordance with this Decree, and at the time of such payment, said Robert E. Straus and Edward R. Heinsimer, as Trustees as aforesaid, shall endorse or cause to be endorsed upon such bonds the amount of any such payment; and, likewise thereafter, said Robert E. Straus and Edward R. Heinsimer, as Trustees, shall be and hereby are authorized, empowered and directed to pay out of any and all moneys coming into their hands, belonging to the holders of such bonds and coupons, the respective propostions of any such sums belonging to the respective holders of such bonds and coupons; and upon making such payment said Robert E. Straus and Edward R. Heinsimer, as Trustees, shall endorse or cause to be endorsed upon said bonds and coupons, the amount of any such payment, and upon making any of the payments as herein in this Decree directed, they shall be forever absolved and discharged from any and all liability and duty as to any such payments so made.

I. The Receiver shall, at least ten days and not more than twenty days, prior to the date herein fixed, and provided for the sale of the property herein directed to be sold, file with the Clerk of this Court an approximate statement, or statements, as nearly correct as he is able to make the same, and made up to the latest date reasonably practicable, showing in schedule form,

(2) all property and interests in property of every kind, character and description (including all rights, contracts, agreements, leases, claims, demands and choses in action) acquired by such Receiver during the receivership and then held by or for such Receiver, including the amount in dollars as nearly as reasonably ascertainable of cash, current assets and materials and supplies;

(b) the amounts, as nearly as reasonably ascertainable, of the net income impounded pursuant to orders of this Court for the benefit of the mortgages foreclosed by this Decree, and the amount, as nearly as reasonably ascertainable, of the expenditures properly chargeable to capital account made by the Receiver out of income for, upon, or in respect of, property subject to the lien of said Trust Deed and Chattel Mortgage;

(c)the amount of all claims and demands made against the Receiver and remaining unpaid, and, separately, the amount estimated by the Receiver to be owing and unpaid in respect of such claims and demands, and, separately, the amount estimated by the Receiver of all other indebtedness, obligations and liabilities contracted or incurred by him and remaining unpaid;

(d) the amount of all unpaid indebtedness and liabilities contracted or incurred by the Alvin Hotel, Inc., owner of the property, prior to the original appointment of a Receiver on August 23, 1932, in the operation of the property directed by this Decree to be sold and which the Receiver is informed is claimed to be prior in lien, or superior in equity, to any of the mortgages foreclosed in and by this Decree, and specifically setting forth in what respect such priority or superiority is claimed;

(e) all claims and demands against said owner which have been filed pursuant to any order heretofore entered in any of the above entitled causes and such as may have been paid and discharged in full, and the amounts of such claims and demands which have been allowed;

(f) All existing contracts and leases to which the said owner or any predecessor in interest, or the Receiver may be a party, stating whether or not such contracts or leases have been disaffirmed by the Receiver; and

(g) all outstanding contracts and leases entered into by the Receiver and which it is Court requiring the same to be assumed and carried out by the purchaser. Such statements and each of them shall be advisory only and shall not, with respect to any matter, be construed as a warranty. Nothing therein contained or omitted thereon shall be binding upon the purchaser at such sale or shall release any bidder, or the purchaser, at such sale, nor shall such statements

or any of them constitute ground for release from any debt, liability or obligation because of anything included therein or omitted therefrom, and the purchaser at the sale shall be entitled only to such title or interest as the Special Master has power to transfer by virtue of this Decree, None of such statements shall be binding upon the parties in the above-entitled causes, or any of them, or be, or be deemed, conclusive as to any matters contained therein.

J. Before paying over to the said Samuel J. T. Straus and Melvin L. Straus, as Trustees as aforesaid, moneys received by the said Special Master on said sale as the proceeds thereof, the said Special Master shall pay over to the Receiver such sum as , together with cash in the Receiver's hands, and available for that purpose, shall be required to pay all liensprior to the lien of the said First Trust Deed and Chattel Mortgage and indentures amendatory, supplemental and confirmatory thereof, except taxes subject to which the property is sold, and the said Receiver shall make proper payment of same in satisfaction of such prior liens, and only the balance remaining in the Special Master's hands after such payment shall be available for payment to the said Trustees.

K. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon confirmation of the sale of said property by the Court and payment of the purchase price, the said Special Master shall execute to the purchaser or purchasers a deed, or deeds of conveyance of the real property sold, and a bill of sale or bills of sale to the personal property sold, and the said defendant, Alvin Hotel, Inc., and all persona claiming by, through or under it, shall be forever barred and foreclosed of and from any and all right, title or equity or claim of any kind in and to said property, both real and personal, and each and every part and parcel thereof which shall have been sold, as aforesaid.

L. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the execution and delivery of the deed or deeds and bill of sale or bills of sale as aforesaid, the granted or grantees, or their heirs, successors or assigns, be let into possession of the premises so conveyed.

M. And it further appearing that it will be for the best interest of parties offering in evidence bonds and interest coupons be permitted to withdraw same, it is

ORDERED, ADJUDGED AND DECREED that all parties offering bonds and interest coupons in evidence as exhibits in this cause, be and they are hereby given leave to withdraw all such bonds and interest coupons so offered and received in evidence, and

IT IS FURTHER ORDERED that the parties to this cause be and they are hereby given leave to withdraw all other exhibits offered in evidence by them upon filing true and correct copies thereof.

N. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in addition to each and every other provision hereinbefore made for the execution and enforcement of this Decree, the Court hereby reserves and retains jurisdiction of the subject-matter of this suit and of all parties hereto and of the Receiver and of the Special Master for the following purposes:

(1) To advise and instruct the Receiver in respect to his powers and duties and the administration and disposition of the property and moneys in his hands, and winding up and closing of the Receivership, including allowances and settlement of his account.

(2) To advise and instruct the plaintiffs in respect to their powers and duties as Trustees under the Trust Deed and Chattel Mortgage herein foreclosed, and to supervise and direct them in the further administration of said trust.

(3) To provide for the proper distribution by the plaintiffs to the parties entitled thereto under the terms of this Decree and under the terms of any order or decree which may be entered in this cause, not inconsistent with this Decree, of all moneys which may be paid to the plaintiffs under this Decree, or any further order or decree which may be entered in this cause, whether such moneys shall be paid on account of the amount hereinbefore found to be due to the plaintiffs or on account of the proceeds of the sale made pursuant to this Decree, or on any other account.

(4) To authorized and direct plaintiffs in the payment of the amounts to which any person may be entitled under this Decree.

(5) To advise and instruct the interveners in respect to their powers and duties as Trustees under the Second Mortgage Trust Deed and Chattel Mortgage, and to supervise and direct them in the further administration of their trust.

(6) To determine the amount that shall be still due and owing to plaintiffs herein and the amount that shall be still due and owing to the interveners herein after crediting upon their respective judgments the proceeds of the sale of the property sold under foreclosure, pursuant to this Decree, if such proceeds shall be insufficient to pay and satisfy in full the entire indebtedness secured by said Trust Deed and Chattel Mortgage and said Second Mortgage Trust Deed and Chattel Mortgage.

(7) To determine all controversies between any two or more persons claiming title to or ownership of or interest in any bonds or coupons issued under and secured by the Trust Deed and Chattel Mortgage foreclosed herein, which the Court has hereinbefore found to be unpaid and to authorize and direct the plaintiffs in the payment of the amounts to which such persons may be found entitled under this Decree; and to determine all controversies between any two or more persons claiming title to or ownership of or interest in any bonds or coupons issued under and secured by the Second Mortgage Trust Deed and Chattel Mortgage foreclosed herein which the Court has hereinbefore found to be unpaid, and to authorize and direct the Interveners in the payment of the amounts to which such persons may be found entitled under this Decree.

O. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that no minimum price is fixed by this Decree upon the property to be sold, but the Court reserves full power, authority and discretion to reject any bid which in the judgment of the Court is inadequate or is subject to just objection; that in case of the death or resignation of said George H. Lossley, Special Master, or of his refusal, failure or inability to make such sale, or act as Special Master, or in case it shall seem to the Court desirable, the Court reserves the right, in term time, or any other time, in open Court or in chambers, to revoke said appointment, and to appoint any other person Special Master.

P. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that jurisdiction of this cause is retained by this Court for the purpose of enforcing all of the provisions of this Decree, and for protecting the purchaser, or purchasers, his or their successors and assigns, against any violations of this Decree by any person or persons whomsoever; and that at the close of each term of this Court hereafter, this cause, be, and it hereby is, continued to the next succeeding term of this Court, until the complete and final determination and adjudication of all matters expressly reserved in this Decree for future determination by this Court.

Made and ordered entered on this 25th day of February, 1933.

BY the Court:

[illegible]
Judge.

O.K. [illegible]
Atty for Deft.

[illegible]
Atty for Plaintiffs

Filed: Filed Feb 28 1933
[illegible], Clerk
U. S. District Court

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

W. G. ARN, Complainant,)
)
-vs-) No. 815 Equity.
)
RAY M. DUNNETT, et al., Respondents.)

O R D E R

Upon application of The First National Bank and Trust Company and Ray M. Dunnett his wife Annabel Dunnett, and Daniel Raymond Dunnett for an order authorizing The First National Bank and Trust Company to pay to said applicants the sum of Seven Hundred and Twenty-five Dollars ($725.00) from the income of the trust funds in the First National Bank and Trust Company, the title and right to said funds now in litigation, the complainant, through his attorney, consents for said payments to be made upon condition that the said respondents Ray M. Dunnett, Annabel Dunnett and Daniel Raymond Dunnett enter their appearance herein, without any prejudice to the rights of either party hereafter in said litigation.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED by the court that the said respondents having entered their appearance herein the said bank is hereby authorized to make said payment of $725.00 to said respondents in the said sum of $725.00 without prejudice to the rights of either party other than the amount herein authorized to be paid out.

This 28th day of February, 1933.

F. E. KENNAMER
District Judge.

O.K. F. E. RIDDLE
Attorney for Complainant.

GLEN ALCORN
Attorney for Respondents.

ENDORSED: Filed Feb 28 1933
H. P. Warfield, Clerk
U. S. District Court

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

W. G. Arn, Complainant,)
)
-vs-)
) No. 816 Equity.
The Operators Royalty and Producing Company,)
et al., Respondents.)

O R D E R

Upon application of The First National Bank and Trust Company and Ray M. Dunnett, his wife Annabel Dunnett, and Daniel Raymond Dunnett for an order authorizing The First National Bank and Trust Company to pay to said applicants the sum of Seven Hundred and Twenty-five Dollars ($725.00) from the income of the trust funds in the First National Bank and Trust Company, the title and right to said funds now in litigation, the complainant, through his attorney, consents for said payment to be made upon condition that the said respondents Ray M. Dunnett, Annabel Dunnett and Daniel Raymond Dunnett enter their appearance herein, without any prejudice to the rights of either party hereafter in said litigation.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED by the court that the said respondents having entered their appearance herein the said bank is hereby authorized to make said payment of $725.00 to said respondents in the said sum of $725.00 without prejudice to the rights of either party other than the amount herein authorized to be paid out.

This 28th day of February, 1933.

F. E. KENNAMER
District Judge.

OK: F. E. RIDDLE
Atty. for Complainant

GLENN ALCORN
Atty. for Respondents.

ENDORSED: Filed Feb 28 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until March 1, 1933.

EQUITY SESSION — TULSA, OKLAHOMA — WEDNESDAY, MARCH 1, 1933

Court convened pursuant to adjournment, Wednesday, March 1, 1933.

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:

CREDIT [illegible] et al., Plaintiffs,

-vs-

[illegible], et al., Defendants.

No. 636 - Equity.

Now on this 1st day of March, A. D. 1933, it is ordered by the Court that motion of Plaintiff for reference to a Master be passed, pending settlement.

[illegible]

[illegible], Complainant,

vs.

[illegible], Defendants.

[illegible]

advised in the premises, finds that a final order has been entered by the County Treasurer of Tulsa County, Oklahoma, showing that there are no taxes due from the Sunray Oil Company and/or Sunray Oil Corporation, for the years 1921 to 1927 both inclusive nor for the year 1932; that there is due for the years 1928 to 1931 both inclusive taxes in the amount of $512.50, being the total for all of said years; that the expense of compiling records and other expenses necessarily incident to further contesting said claim would be greater than the amount assessed, which expenses would necessarily have to be paid by the Receiver at this time; that said tax claim should be allowed and paid from any funds on hand in the possession of the Receiver; and it is, therefore,

ORDERED, ADJUDGED AND DECREED that the Receiver be and he is hereby instructed, authorized and directed to pay to the County Treasurer of Tulsa County, Oklahoma, the sum of $512.50, being the full, final and complete payment of all claims for taxes against the Sunray Oil Company and/or the Sunray Oil Corporation under and by virtue of tax ferret proceedings heretofore instituted.

IT IS FURTHER ORDERED that Bert C. Hodges as tax ferret of Tulsa County, Oklahoma and his successor or successors be and they are hereby forever barred from further claiming or asserting to claim taxes for the years 1921 to 1932 both inclusive, as to the Sunray Oil Company, the Sunray Oil Corporation, and/or the Receiver thereof.

Dated March 1, 1933.

F. E. [illegible]
United States District Judge.

ENDORSED: Filed Mar 1 1933
N. P. Warfield, Clerk
U. S. District Court JMR

IN THE DISTRICT COURT OF THE UNITED STATES [illegible] AND FOR THE NORTHERN DISTRICT OF OKLAHOMA

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

ORDER NO. 30
(Approving Operating Report and Statement of Cash Receipts and Disbursements for the Month of December, 1932)

Upon consideration of the Ancillary Receivers' duly verified Report and Application No. 30, wherein said Ancillary Receivers have submitted the following financial statements and schedules, to-wit:

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

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

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

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

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

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

Exhibit "F" - Statement analyzing Receivers' and Ancillary Receivers' equity account, May 8 to December 31, 1932;

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

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

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

DATED this 1st day of March, 1933.

F. E. KENNAMER
Judge.

ENDORSED: Filed In Open Court
Mar 1 1933
H. P. Warfield, Clerk
U. S. District Court

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

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

ORDER NO. 31
(Authorizing Surrender of Certain Oil and Gas Leases - March, 1933)

And all Receivers' Application No. 31 having been filed herein, and said application having been considered by the Court, it is

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

ORDERED the 1st day of March, A. D. 1939.

R. M. KENNAMER
Judge.

ENDORSED: Filed In Open Court
Mar 1 1939
W. H. Warfield, Clerk
U. S. District Court

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

OIL WELL SUPPLY COMPANY, a corporation, Plaintiff,

vs.

GRAY OIL COMPANY, a corporation, WESTLAND OIL CORPORATION, a corporation, J. S. COSDEN, INC., a corporation, and GEORGE H. MOORE and R. W. KELLOUGH, Receivers of J. S. COSDEN, INC., a corporation, and NATIONAL SUPPLY COMPANY-MIDWEST, a corporation, Defendants.

No. 770 in Equity

ORDER OF REMAND

On the 14th day of September, A. D. 1938, the motion of plaintiff, Oil Well Supply Company, to remand the cause to the District Court of Osage County, Oklahoma came on to be heard before the Honorable Franklin E. Kennamer, Judge of said Court, plaintiff appearing by its attorneys, J. H. Foster and Welcome D. Pierson, and defendant, Gray Oil Company, appearing by its attorneys, Eben L. Taylor and Felix A. Rodovitz, defendant J. S. Cosden, Inc., and Geo. H. Moore and R. W. Kellough, Receivers for J. S. Cosden, Inc., appearing by their attorney, Glenn Alcorn, defendant, Westland Oil Corporation, appearing by its attorney, H. L. de Meules, and defendant, National Supply Company-Midwest, appearing by its attorney, [illegible] Parks;

And the Court having duly considered the motion to remand and the petition for removal of the defendant Gray Oil Company and having heard the arguments of counsel took the matter under advisement;

And now, on this the 30th day of January, A. D. 1939, the motion to remand duly and regularly came on for further hearing and ruling of the Court thereon, all of the parties to said cause appearing by their respective counsel as hereinabove noted; and the Court having fully considered the said motion to remand, the arguments of counsel and the briefs of the parties in relation thereto filed herein finds and is of the opinion that this Court is without jurisdiction of the cause and that the motion to remand should be granted.

IT IS, THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that the said motion be, and the same is, hereby granted and that the said cause be, and the same is, hereby remanded to the District Court of Osage County, Oklahoma for further proceedings.

To which judgment of the Court the defendant, Gray Oil Company, excepts.

R. M. KENNAMER
Judge of said Court

No. 770 Equity, Cont'd.

O.K. WELCOME D. PIERSON J. M. PORTER
Attorneys for Plaintiff

BEN L. TAYLOR F. A. RODOVITZ
Attorneys for Defendant,
Gray Oil Company.

EDGAR A. de WELLS
Attorney for Defendant, Westland Oil Corporation.

GLEN ALCORN
Attorney for Defendant, J. S. Cosden, Inc. and George F. Moore
and R. W. Kellough, Receivers of J. S. Cosden, Inc.

W. W. BANKS
Attorney for Defendant, National Supply Company - Midwest

ENDORSED: Filed Mar 1 1933
H. P. Warfield, Clerk
U. S. District Court By

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

Miriam S. Kerr, Administratrix, with will annexed, of the Estate of A. W. W. Kerr, deceased, Plaintiff,

vs. No. 794 Equity.

Alexander F. Kerr & Company, Inc., Kerr Glass Manufacturing Corporation, Ruth Kerr, J. A. Bernier and C. H. Hubbard, Defendants.

Miriam S. Kerr, Administratrix with will annexed of the Estate of A. W. W. Kerr, deceased, Plaintiff,

vs. No. 810 Equity.

Alexander F. Kerr & Company, Inc., Kerr Glass Manufacturing Corporation, Ruth Kerr, J. A. Bernier and C. H. Hubbard, Defendants.

ORDER

IT IS HEREBY ORDERED that the above entitled consolidated causes be dismissed without prejudice to the institution of another suit, to which action of the court the plaintiff excepts.

Dated this 1st day of March, 1933.

ENDORSED: Filed Mar 3 1933
H. P. Warfield, Clerk
U. S. District Court

[illegible] TRUST & BANKING CO. ET AL., Plaintiffs,
-vs- No. 800 - Equity.
COMMERCIAL [illegible] CORPORATION, CORP., ET AL, Defendants.

Now on this 1st day of March, A. D. 1933, it is ordered by the Court that motion of Plaintiff to strike be and it is hereby confessed. Ten (10) days to further plead. It is further ordered that both demurrers be and they are hereby withdrawn. Ten (10) days to answer.

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

[illegible] TRUST & BANKING COMPANY, et al, Trustees, Plaintiffs,
vs. In Equity No. 800.
COMMERCIAL [illegible] CORPORATION, et al, Defendants.

ORDER SUSTAINING MOTION TO STRIKE CROSS PETITION OF E. M. TRUSLER.

On this 1st day of March, 1933, this cause came on to be heard on the motion of the plaintiffs to strike out and dismiss the cross petition of E. M. Trusler, and said motion having been confessed by said defendant, upon consideration thereof, it was ordered that said motion be and the same is hereby sustained, with leave to said defendant E. M. Trusler to file an amendment to his answer or an amended answer within ten days from this date.

F. E. KENNAMER
Judge.

O.K. POWELL CLAYTON
Atty. for Plaintiffs

SILVERMAN ROSENSTEIN & FIST
Attys. for E. M. Trusler

INDORSED: Filed Mar 1 1933
[illegible] Garfield, Clerk
U. S. District Court

I. H. [illegible], as Sec. of Producers [illegible] Co. of Tulsa, Plaintiff,
-vs- No. 814 - Equity.
Margaret C. Lilliecreutz, et al., Defendants.

Now on this 1st day of March, A. D. 1933, it is ordered by the Court that motion to dismiss of defendant Hoover be and it is hereby withdrawn. Given twenty (20) days to answer.

DISTRICT OF OKLAHOMA

EQUITY [illegible] TULSA, OKLAHOMA WEDNESDAY, MARCH 1, 1933

W. G. ARN,	Plaintiff,	
-vs-		No. 816 - Equity.
OPERATORS ROYALTY CO. [illegible],	Defendants.	

Now on this 1st day of March, A. D. 1933, it is ordered by the Court that motion to dismiss and response of Bob Bradshaw be and it is hereby stricken. It is further ordered that said motion and response be set at Tulsa.

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

Caroline L. Yeargain, Administratrix, et al.,	Complainants,	No. 821 Equity
vs.		
Joseph D. Yeargain, et al.,	Defendants.	

JOURNAL ENTRY

This matter coming on on this 1st day of March, 1933, upon all the motions now pending, filed by the defendants herein to dismiss this cause of action. Joseph D. Yeargain and Kathleen Yeargain being represented by Rollie C. Clark and M. A. Breckinridge, and by agreement their motion was presented by M. A. Breckinridge, in which said motion Walter [illegible], one of the defendants, was permitted to join, and as to all the other moving defendants, by agreement J. W. Bashore presented their respective motions, and each of said defendants adopted the presentation of said motions by J. W. Bashore as a presentation of their motions, each individually. The complainants being represented by William Neff. Said motions were argued to the court by M. A. Breckinridge, J. W. Bashore, R. L. Wheatly and William Neff, and the court being fully advised in the premises finds that said motions should be overruled, and they are hereby overruled, to which ruling of the court each of the defendants who had filed motions in said cause duly excepted separately, and said exceptions were by the court allowed. Thereupon, the defendants and each of them were allowed fifteen days in which to plead further or twenty-five days in which to answer.

The complainant is required to within five days from this date notify J. W. Bashore in writing, what property is involved in this action so far as the Phoenix Building & Loan Association, a corporation, is concerned, and the said defendant Phoenix Building & Loan Association is not to be required to answer as to any other property, and any judgment rendered herein to be binding on said corporation only as to the property, description of which is to be furnished to the said attorney for said corporation by complainant's attorney.

[illegible]
Judge of the United States District Court.

O.K. as to form [illegible]
[illegible] BRECKINRIDGE
[illegible]: Filed Mar 5 1933
[illegible] Warfield, [illegible]
U.S. District Court

[illegible] F. [illegible],	Plaintiff,	)
-vs-		) No. 823 - Equity. ✓
[illegible], [illegible],	Defendants.	)

Now on this 1st day of March, A. D. 1933, it is ordered by the Court that motion of Gulf Pipe Line Company to make more definite and certain be and it is hereby withdrawn.

IN [illegible] OF OKLAHOMA.

[illegible] F. [illegible],	Plaintiff,	)
vs.		)
[illegible], [illegible], [illegible], a municipal corporation; [illegible], [illegible], [illegible], Members of and Constituting the Board of County Commissioners of Creek County, State of Oklahoma, [illegible], County Treasurer of Creek County, State of Oklahoma, PAUL [illegible], County Clerk of Creek County, State of Oklahoma, [illegible] BRADEN, C. H. [illegible] and [illegible] F. [illegible], Members of and Constituting the Excise Board of Creek County, State of Oklahoma; and GULF PIPE [illegible] OKLAHOMA, an Oklahoma corporation,	Defendants.	In Equity No. 823 ✓

JOURNAL ENTRY OF JUDGMENT

Now on this 1st day of March, 1933, this cause came on regularly for hearing, and the plaintiff and all of the respective defendants appeared by their respective attorneys, and the plaintiff offered his evidence, and the respective defendants offered their evidence, and plaintiff and all of the defendants rested, and the Court being well and sufficiently informed and advised in the premises, finds as follows:

1. Plaintiff is a resident and citizen of the State of Missouri.

2. Defendant, Mounds Township, Creek County, State of Oklahoma, is a municipal corporation, organized and existing under and by virtue of the laws of the State of Oklahoma, and is by virtue of law an inhabitant and citizen of the Northern District of the State of Oklahoma, and of the State of Oklahoma.

3. That the Board of County Commissioners of Creek County, Oklahoma, the County Clerk of said County and the County Treasurer of said County and the Excise Board of said County constitute the township government of defendant, Mounds Township, Creek County, Oklahoma, a municipal corporation.

4. That defendants, George [illegible] Williber, [illegible] [illegible] [illegible] Davidson now constitute the Board of County Commissioners of said Creek County, [illegible], that defendant Paul Zimmerman is now County Clerk of said County, and that defendant [illegible] is now County Treasurer of said County.

5. That defendants, Ben Braden, C. H. Lee and [illegible] F. [illegible] now constitute the Excise Board of said County, and said defendants now constitute the township government of said defendant, Mounds Township, Creek County, Oklahoma, and each of them are citizens and residents of Creek County, Oklahoma.

6. That defendant Gulf Pipe Line Company of Oklahoma is a corporation organized and existing under the laws of the State of Oklahoma, and is by virtue of law a citizen of the State of Oklahoma, and that said defendant corporation maintains a place of business in Creek County, Oklahoma, owns real and personal property therein and is a taxpayer therein.

7. That this is a suit between citizens of different States, and the matter in controversy herein exceeds, exclusive of interest and costs, the sum or value of $3,000.00.

8. Defendant Mounds Township, Creek County, State of Oklahoma, acting by its duly authorized officers, for a valuable consideration, and in all respects in conformity with law, on or about the 25th day of June, 1921, duly issued and delivered its certain ninety-three negotiable, bearer, coupon bonds, numbered from 1 to 93, both inclusive, of the denomination of $1,000.00 each, dated June 10, 1921, each maturing June 10, 1941, and each bearing interest from dated until paid at the rate of six per cent per annum, payable semi-annually on the 10th days of June and December of each year, which installments of interest were evidenced by appropriate coupons attached to each of said bonds.

9. That plaintiff, E. F. Nance, is the owner of thirty-five of said bonds so issued by said defendant Mounds Township, Creek County, Oklahoma, each in the principal sum of $1,000.00, and numbered from 2 to 6, both inclusive, and from 31 to 61, both inclusive, aggregating the principal amount of $35,000.00, together with interest coupons maturing on the 10th day of June, 1933, and subsequent, attached to each of said bonds.

10. That said series of said bonds of said defendant Mounds Township, Creek County, Oklahoma, dated June 10, 1921, and maturing June 10, 1941, being ninety-three bonds numbered from 1 to 93, inclusive, of the denomination of $1,000.00 each, aggregating $93,000.00, together with the interest coupons appertaining thereto, was lawfully issued by said defendant municipal corporation in regular and due form and as required by law, and that all acts, conditions and things required to be done, precedent to and in the issuance of said bonds, were done, happened and were performed and that said entire issue of said bonds, aggregating $93,000.00 as aforesaid, together with interest thereon, and the debt thereof and thereby created, was at the time of said issuance and now is within the debt limit imposed upon said defendant Township by the Constitution and laws of the State of Oklahoma, and that all of said bonds and each of them, together with the interest coupons appertaining thereto at the time of their issuance were and are now valid and binding obligations, according to their tenor and terms.

11. That it is the duty of said Board of County Commissioners of Creek County, Oklahoma, as the executive head of the government of said Township defendant, to annually make and publish a financial statement and estimate of the needs of said defendant Township, and to include therein appropriations to pay annually the interest coupons appertaining to said bonds as they mature, and to create a fund to retire and pay the principal of said bonds at maturity and to authorize and direct the County Treasurer and/or County Clerk of said Creek County to draw and issue thenecessary warrants and/or checks for the payments of said maturities of principal and interest on all of said bonds when the same mature and that it is the duty of said County Clerk and/or said County Treasurer of said Creek County, to draw and issue, on order of said Board of County Commissioners, the necessary warrants and/or checks for the payment of said maturities of principal and interest on said bonds.

12. That it is the duty of said Excise Board of Creek County, Oklahoma, to make annual tax levies to be annually entered and spread to create additional revenue for the purpose of paying the interest coupons appertaining to all of said bonds as the same mature, and for the purpose of creating a sinking fund to pay the principal amount of said bonds at maturity.

13. That defendant Gulf Pipe Line Company of Oklahoma, on October 25, 1928, caused to be filed in the Court of Tax Review of the State of Oklahoma, its protest against certain alleged illegal and excessive tax levies for the fiscal year ending June 30, 1929, and therein alleging, among other things, that $71,236.72 part of said [illegible] 0.00, 1921 funding bond issue of Mounds Township, Creek County, Oklahoma, was void, and protesting the appropriations, and levies made therefor. That thereafter and on December 13, 1930, the Court of Tax

Review of the State of Oklahoma by its decision and judgment, found and held that $71,236.72 part of said funding bond issue was illegal and void, and that the taxes and appropriations made to pay the interest coupons on said part of said bonds and to create a sinking fund to pay said part of said bonds at maturity were illegal and excessive.

14. That on November 19, 1929, said defendant Gulf Pipe Line Company of Oklahoma, filed or caused to be filed in the Court of Tax Review of the State of Oklahoma, its certain protest against certain alleged, illegal and excessive tax levies made by the Excise Board of said Creek County, Oklahoma for the fiscal year ending June 30, 1930, alleging, among other things, that $71,236.72 part of said 1921 $93,000.00 funding bond issue of Mounds Township, Creek County, Oklahoma, was void, and protesting the appropriations and levies made therefor. That upon a hearing and trial had before the Honorable Court of Tax Review of the State of Oklahoma upon said protest of defendant Gulf Pipe Line Company of Oklahoma, it was decided, adjudged and decreed that the appropriations and levies made by the Excise Board of saidCreek County, Oklahoma, for the fiscal year ending June 30, 1930, for the payment of the annual interest on said $71,236.72 part of said $93,000.00, 1921 funding bonds of said Mounds Township, and the levy for said year to create a fund or sinking fund for the payment of the principal of said $71,236.72 part of said bonds was illegal and void.

15. That on February 6, 1931, said defendant Gulf Pipe Line Company of Oklahoma, filed or caused to be filed in the Court of Tax Review of the State of Oklahoma, its certain protest against certain alleged, illegal and excessive tax levies made by the Excise Board of said Creek County, Oklahoma for the fiscal year ending June 30, 1931. That said protest in so far as it pertains to the appropriations and levies for the sinking fund of said Mounds Township, Creek County, Oklahoma, is identical with the protest filed by defendant Gulf Pipe Line Company of Oklahoma on account of the levies and appropriations for the fiscal year ending June 30, 1930, and that said defendant Gulf Pipe Line Company of Oklahoma, as protestant, and the Excise Board of said Creek County, Oklahoma as protestee, made and entered into a stipulation which was duly filed with the Clerk of said Court of Tax Review of the State of Oklahoma, that the judgment and order of the Supreme Court of Oklahoma as to said Mounds Township sinking fund for the said fiscal year ending June 30, 1930, and the levies and appropriations therefor would be applied and judgment entered accordingly as to said appropriations and levies for the sinking fund of said Mounds Township, Creek County, Oklahoma, for the fiscal year ending June 30, 1931.

16. That no suit was instituted to contest the validity of said bonds so issued by said Township defendant or any of said bonds or any of the interest coupons appertaining thereto, in any court in the State of Oklahoma having jurisdiction, within thirty days from the date of the approval of said bonds, to-wit, July 18, 1921.

17. That plaintiff has no adequate remedy at law.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That the bonds issued by defendant Mounds Township, Creek County, State of Oklahoma, dated June 10, 1921, and maturing June 10, 1941, bearing interest at the rate of six per cent per annum, payable semi-annually on the 10th days of June and December of each year, numbered from 2 to 6, both inclusive, and from 21 to 61, both inclusive, each in the principal sum of $1,000.00, together with interest coupons appertaining thereto, are valid and binding obligations of said defendant Mounds Township, Creek County, Oklahoma.

2. That plaintiff L. F. Nance is the owner of thirty-five of said bonds so issued by said defendant Mounds Township, Creek County, Oklahoma, each in the principal sum of $1,000.00, and numbered from 2 to 6, both inclusive, and from 21 to 61, both inclusive, aggregating the principal amount of $35,000.00, together with interest coupons appertaining thereto, and title to said bonds and to said coupons appertaining thereto is hereby declared and decreed to be in said L. F. Nance and all clouds upon the said bonds belonging to plaintiff L. F. Nance are hereby declared to be forever removed.

3. That defendant Gulf Pipe Line Company of Oklahoma, a corporation, and all other person, persons, co-partnerships and corporations be and they are hereby forever restrained, barred and enjoined from in any manner casting any cloud upon the title of said bonds of plaintiff E. F. Hance.

4. That the defendant Mounds Township, Creek County, Oklahoma, a municipal corporation, the Board of Commissioners of Creek County, Oklahoma, the Excise Board of Creek County, Oklahoma, the County Treasurer of Creek County, Oklahoma, and the County Clerk of Creek County, Oklahoma, and each of them be and they are hereby forever barred, restrained and enjoined from in any manner committing a breach of contract under said refunding bond issue of said Mounds Township, Creek County, Oklahoma, a municipal corporation.

5. That defendant Mounds Township, Creek County, Oklahoma, a municipal corporation, the Board of Commissioners of Creek County, Oklahoma, the Excise Board of Creek County, Oklahoma, the County Treasurer of Creek County, Oklahoma, and the County Clerk of Creek County, Oklahoma, and each of them, be and they are hereby mandatorily enjoined to comply with their statutory and contractual duties with respect to said refunding bond issue of Mounds Township, Creek County, Oklahoma, a municipal corporation.

6. That defendant the Board of County Commissioners of Creek County, Oklahoma, be and it is hereby mandatorily enjoined to comply with its statutory and contractual duties to annually make and publish a financial statement and estimate of the needs of said defendant Township and to include therein appropriations to pay annually the interest coupons appertaining to the refunding bond issue of said defendant Township as they mature, and to create a fund to retire and pay the principal of said refunding bonds of said defendant Township at maturity, and to authorize and direct the County Treasurer and/or County Clerk of said Creek County to draw and issue the necessary warrants and/or checks for the payment of said maturities of principal and interest on all of said refunding bonds of said defendant Township when the same mature.

7. That the defendant the County Clerk of said Creek County and the defendant the County Treasurer of said Creek County be and each of them is hereby mandatorily enjoined to comply with their respective duties in drawing and issuing on the order of said Board of County Commissioners of Creek County, Oklahoma, the necessary warrants and/or checks for the payment of said maturities of principal and interest on said refunding bonds of defendant Township.

8. That defendant the Excise Board of Creek County, Oklahoma, be and it is hereby mandatorily enjoined to comply with its duty to make annual tax levies to be annually entered and spread to create additional revenue for the purpose of paying the interest coupons appertaining to all of said refunding bonds of said defendant Township as they mature, and to create a sinking fund to pay the principal amount of said refunding bonds of said defendant Township at maturity.

9. That defendant Gulf Pipe Line Company of Oklahoma, a corporation, and all taxpayers of Mounds Township, Creek County, Oklahoma, and all other person, persons and corporations be and they are hereby forever barred and restrained and enjoined from in any manner interfering with the Board of County Commissioners of Creek County, Oklahoma, in annually making and publishing a financial statement and estimate of the needs of defendant Township, including appropriations to pay annually the interest coupons appertaining to the refunding bonds of said defendant Township as they mature, and to create a fund to retire and pay the principal of said refunding bonds at maturity, and to authorize and direct the County Treasurer and/or County Clerk of said Creek County to draw and issue the necessary warrants and/or checks for the payment of said maturities of principal and interest on all of said refunding bonds of said defendant Township when the same mature, and from interfering with the duty of defendant County Clerk and/or defendant County Treasurer of said Creek County to draw and issue on order of said Board of County Commissioners, the necessary warrants and/or checks for the payment of said maturities of principal and interest on said refunding bonds of said defendant Township, and from interfering with the duty of said Excise Board of Creek County, Oklahoma in [illegible] annually entered and spread to create additional revenue for the purpose of paying the interest coupons appertaining to all of said refunding bonds of said defendant [illegible]

[illegible]ture, and for the purpose of creating a sinking fund to pay the principal amount of said refunding bonds at maturity, and from interfering with by protest or any other means, the collection of taxes and/or revenues for the purpose of paying the principal and interest on said refunding bonds of said defendant Township as the same mature.

10. That defendant the Board of County Commissioners of Creek County, Oklahoma, the defendant the Excise Board of Creek County, Oklahoma, the defendant the County Treasurer of Creek County, Oklahoma, and the defendant the County Clerk of Creek County, Oklahoma, be and each of them are hereby mandatorily enjoined to comply with their duty and/or duties in applying or causing to be applied any revenue so raised by levy for the purpose of paying the interest on the coupons appertaining to said refunding bonds of said defendant Township as the same mature and for the purpose of providing a sinking fund for the payment of the principal of said refunding bonds of said defendant Township as the same mature.

11. That the costs in this case be taxed against plaintiff.

[illegible]
Judge of the United States District Court.

Approved:
[illegible]
J. [illegible] & [illegible]
Attorneys for Plaintiff

[illegible] PARDOE
Attorney for Bounds Township, Creek County, Oklahoma.

[illegible] PARDOE, Attorney for George A. Willibey.
[illegible] Baker and Henry [illegible] Davidson, Members of and Constituting the Board of County Commissioners of Creek County, Oklahoma.

[illegible] CUNNINGHAM, Attorney for Ghayn May, County Treasurer of Creek County, Oklahoma.
[illegible] CUNNINGHAM, Attorney for Paul Zimmerman, County Clerk of Creek County, Oklahoma.

[illegible] CUNNINGHAM, Attorney for Ben Braden, C. H. Lee and [illegible] Pardoe, Members of and Constituting the Excise Board of Creek County, State of Oklahoma.

[illegible] S. COLE
Attorney for Gulf Pipe Line Company of Oklahoma a corporation.

ENDORSED: Filed Mar 1 1933
[illegible] Garfield, Clerk
[illegible] S. District Court [illegible]

DISTRICT OF OKLAHOMA

EQUITY DIVISION — TULSA, OKLAHOMA — WEDNESDAY, MARCH 1, 1933

IN THE DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA.

ARTHUR D. JOHNSTON, Petitioner,

vs.

No. 824 - Equity.

W. G. MORRIS, doing business under the trade name of W. G. MORRIS, TANK CLEANER, Respondent.

ORDER REQUIRING PLAINTIFF TO MAKE A BETTER STATEMENT OF HIS CLAIM.

On this 1st day of March, 1933, this cause came on regularly for hearing upon the motion of defendant for a better statement of plaintiff's claim as to said defendant. Plaintiff appeared by Tom Wallace, his attorney, and the defendant appeared by his attorney, Marie Ownby, and the court, having heard the arguments on said motion finds that paragraphs Nos I and III of defendant's motion should be sustained, and that paragraph II of said motion should be overruled,

IT IS, THEREFORE, CONSIDERED AND ADJUDGED that plaintiff specifically state in detail the items making up the alleged bonus in the amount of $1575.00, set forth in paragraph 4 of his complaint, as requested in paragraph No. I of defendant's motion; and that plaintiff specifically state when the defendant appropriated to himself the exclusive right to manufacture, market, and sell the alleged device, thereby completely monopolizing the use of plaintiff's patent, and state specifically the nature of the damage estimated at $35,700, detailing the items making up said amount and when the same accrued, set forth in paragraph 4 of his complaint, as requested in paragraph No. III of defendant's motion, within ten days from this date, and the defendant is hereby given ten days thereafter in which to plead or twenty days to answer.

F. E. KENAMER
District Judge

FILED: Filed Mar 4 1933
R. P. Warfield, Clerk
U. S. District Court E D R

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

Holly-Kempsey & Company, a corporation, Plaintiff,

vs.

No. 825 Equity

The Security Indemnity Company, a corporation, Defendant.

O R D E R

This matter, coming on to be heard upon the application of the plaintiff herein for permission to file amended bill of complaint, and it appearing that same should be permitted,

The court therefore grants the plaintiff herein leave to file their amended bill of complaint herein, and the demurrer of the defendant now pending to the original bill is withdrawn by the defendant, and the said defendant is hereby granted ten days' time from this

date within which to plead to the amended bill of complaint, or twenty days within which to answer to the same.

Dated this 28 day of February, 1933.

F. A. KENNAMER
Judge.

O.K. [illegible] CROUCH Attorney for Defendant
A. C. SAUNDERS Attorney for Plaintiff

ENDORSED: Filed Mar 1 1933
H. P. Warfield, Clerk
U. S. District Court JMR

MARY BRUNO, NEE VIEJM and JOHN A. BRUNO,	Plaintiffs,	No. 829 - Equity. ✓
-vs-		
MID-KANSAS O & G CO.,	Defendant.	

Now on this 1st day of March, A. D. 1933, it is ordered by the Court that plaintiffs be given twenty (20) days to amend, petition. And thereafter, motion to make more definite and certain is withdrawn.

Court adjourned until March 2, 1933.

EQUITY SESSION | TULSA, OKLAHOMA | THURSDAY, MARCH 2, 1933

Court convened pursuant to adjournment, Thursday, March 2, 1933.

Present: Hon. F. A. 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

William Edward Callison	Plaintiff	Equity No. 716 ✓
vs		
[illegible], Dean Novelty Co., Northern Mills Mfg. Co., a corporation,	Defendants.	

ORDER [illegible] TIME TO FILE BILL OF EXCEPTIONS OR PETITION IN ERROR

This matter coming on to be heard before me the undersigned [illegible] the District Court of the United States for the Northern District of Oklahoma on this [illegible] day of March, 1933, upon the motion of the plaintiff, William Edward Callison, asking that additional time be allowed for preparing and filing Bill of Exceptions or petition in error [illegible] fully advised of the premises finds that plaintiff should be allowed [illegible] from this date to file his Bill of Exceptions or petition in error,

[illegible] DISTRICT OF OKLAHOMA
[illegible] TULSA, OKLAHOMA THURSDAY, MARCH 2, 1933

IT IS [illegible] ORDERED AND ADJUDGED that plaintiff be and is hereby given and allowed 40 additional days from this date to prepare and file his Bill of Exceptions or Petition in Error in this cause.

[illegible]
JUDGE

ORDERED: Filed Mar 2 1933
H. [illegible] Garfield, Clerk
U. S. District Court

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

ST. LOUIS UNION TRUST COMPANY, a corporation, TRUSTEE,	Plaintiff,	No. 717 Equity.
vs.		
T. [illegible] and [illegible],	Defendants.	

ORDER RATIFYING WITHDRAWAL OF CLAIM AND AUTHORIZING ASSIGNMENT THEREOF.

NOW on this the 2nd day of MARCH, 1933, upon the verified petition of the receiver, John T. Hays, for an order of this court approving, ratifying and confirming the said receiver's withdrawal of a proof of claim made by him against the bankrupt estate of Genet's, Incorporated, for breach of a certain lease contract on the property involved in this action, and for an order authorizing and directing him to assign said claim and all his right, title and interest therein to St. Louis Union Trust Company, plaintiff in this action, for the purpose of permitting the latter to prove the said claim in said bankruptcy proceedings, and the court being satisfied that the prayer of said petitioner should be granted, and being fully advised in the premises,

IT IS THEREFORE, BY THE COURT, ORDERED that the action of the receiver, John T. Hays, in withdrawing said claim be and the same hereby is approved, ratified and confirmed, and that the said John T. Hays be and he hereby is, as such receiver, authorized and directed to assign said claim and all his right, title and interest therein to the plaintiff in this action, St. Louis Union Trust Company, to enable said plaintiff to file proof of said claim in said bankruptcy proceedings, and to prosecute the same and to collect and receive all dividends paid thereon without having to account for the same to said receiver or this court.

[illegible]
District Judge.

OK: [illegible], [illegible] & FRENCH
By [illegible]

ORDERED: Filed Mar 2 1933
H. [illegible] Garfield, Clerk
U. S. District Court

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

Fidelity National Bank and Trust Company of Kansas City, Trustee,	Plaintiff,	In Equity, No. 744.
vs.		
D. A. McNeal,	Defendant.	

ORDER EXTENDING TIME TO FILE TRANSCRIPT

Now on this 2nd day of March, 1933, for good cause shown, it is hereby ordered that the time for preparing, serving, and filing the transcript of the record in the above entitled cause with the Clerk of the United States Circuit Court of Appeals for the Tenth Circuit is hereby enlarged to and including the 15 day of April, 1933.

F. E. KENAMER
Judge.

ENDORSED: Filed Mar 2 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle,	Plaintiffs,	No. 844 Eq.
vs.		
Deep Rock Oil Corporation, a corporation, et al,	Defendants.	

O R D E R

It is hereby ordered that the transcript of the proceedings in cause No. 55,845, heretofore pending in the District Court of Tulsa County, Oklahoma, entitled John L. Gray, et al, vs. Deep Rock Oil Corporation, et al, defendants, and removed to this court be docketed on the equity docket.

F. E. KENAMER
J u d g e.

ENDORSED: Filed Mar 3 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs.

Deep Rock Oil Corporation, a corporation, Defendant.

NO. 844 Eq.

ORDER APPOINTING RECEIVER

This cause coming on for hearing on this the second day of March, 1933, upon plaintiffs' amended bill of complaint and upon the answer of the defendant thereto, the plaintiffs appeared by their attorneys George S. Ramsey, Edgar A. de Meules, Millard Martin & Garrett Logan, and the defendant by its attorneys, Rainey, Flynn, Green and Anderson, and the Court having considered the petition and being fully advised in the premises finds that on the 28th day of February, 1933, the District Court in and for Tulsa County, State of Oklahoma, appointed E. E. Moore receiver of the defendant corporation and of all of its properties in the State of Oklahoma and further finds that a receiver should be appointed for the defendant Deep Rock Oil Corporation and for all of its properties and assets; and

IT IS THEREFORE ORDERED, ADJUDGED AND ADJUDGED:

I.

That the order of the District Court of Tulsa County, State of Oklahoma, entered on February 28th, 1933, appointing E. E. Moore as Receiver of the defendant corporation and of all of its properties and assets, be and the same is approved and confirmed and continued in full force and effect;

II.

That E. E. MOORE and W. T. GREEN be and they are hereby appointed co-receivers of the defendant, Deep Rock Oil Corporation, and of all of its properties, real personal and mixed, of every kind whatsoever, now or hereafter located or situated within the jurisdiction of this Court, together with all of its rights, interests, and choses in action, and the appurtenances thereunto pertaining and belonging, with full power to demand, sue for, collect, receive and take into their possession all the real, chattels, rights, credits, moneys, effects, lands, tenements and hereditaments, books, papers, choses in action, bills, notes and property of every description belonging to said defendant.

III.

That said receivers before entering upon the duties of their respective offices, shall each execute and file with the Clerk of this Court a bond payable to the United States of America in the penal sum of Ten Thousand Dollars ($10,000.00) and to be approved by the Judge of this Court, conditioned as required by law.

IV.

That said receivers, their officers and agents, shall take charge of, manage and control the property, assets, business and effects of the defendant, Deep Rock Oil Corporation, and shall preserve the same and conduct the business of said defendant, and pay, settle and adjust all claims, including salaries, wages and bills incurred by the receivers, and shall do all things which may be necessary to protect and preserve the property, assets, business and effects of said defendant, and shall not disturb the possession of any property by whomsoever now held, except upon the further order of this Court, and shall not be liable for any loss or damage to any property which may be destroyed or damaged by the acts of any person or persons in taking away or attempting to take away any property from the possession of said receivers.

5.

That until the further order of this Court said Receivers be, and they are hereby, authorized forthwith to take and to have complete and exclusive control, possession and custody of all the assets and properties of the defendant; and all persons, firms and corporations, including the defendant, its officers, agents and servants, shall forthwith deliver to said Receivers all the said properties of the defendant of every nature and description.

6.

That said Receivers be, and they are hereby, authorized to continue, manage, operate and conduct the business of the defendant until the further order of this Court, with full authority to carry on, manage, operate and conduct said business, to buy and sell merchandise, supplies or stock in trade, for cash or on credit, and as may be deemed advisable by said Receivers, and to consider and determine which of the contracts, leases or other contractual arrangements between defendant, and any and all other persons, and corporations, they will renounce or adopt, and to adopt and perform such of said contracts, leases, or other contractual arrangements of the defendant, as they may deem desirable or necessary in the conduct of the defendant's business, or in furtherance of its interests to adopt and perform, provided, however, that the Receivers shall be allowed six months from the date of this order within which to elect to adopt or continue in force or refuse to adopt or continue in force any such lease or contract not fully performed and pending the further order of this Court none of said Receivers' acts or omissions in the performance or failure to perform any of said contracts, leases or other contractual arrangements shall constitute or be considered an election to adopt or an estoppel to renounce any of them.

7.

That said Receivers be, and they are hereby, authorized in their discretion to employ, pay and discharge from time to time such managers, agents, employees, servants, accountants, attorneys and counsel as may in their judgment be advisable or necessary in the management, conduct, control or custody of the affairs of the defendant, and of the assets thereof; and that said Receivers be, and they are hereby, authorized to make such payments and disbursements as may be needful or proper for the preservation of the properties of the defendant, including authority to make payments of debts entitled to priority, all subject to the approval of the Court.

8.

That said Receiver be, and they are hereby, authorized to receive and collect the rents, incomes and profits of any and all of the properties of the defendant, and to receive and collect any and all moneys due and owing to the defendant in any manner whatsoever, whether the same are now or shall her after become due and payable; and that said Receivers be, and they are hereby, authorized to do such things, enter into such agreements, and employ such agents in connection with the management, care and preservation of the properties of the defendant as they may deem advisable, and are authorized to incur such expense and make such disbursements as may in their judgment be advisable or necessary in connection with the care, preservation and maintenance of the properties of the defendant and to vote any and all share of stock owned by defendant in other corporations, that may come into their possession.

9.

That said Receivers be, and they are hereby, authorized to borrow money upon receivership certificates.

10.

That said Receivers be, and they are hereby, authorized and empowered to institute prosecute and defend, compromise, adjust, intervene in or become party to such suits, actions or proceedings at law, or in equity, including ancillary proceedings in State or Federal Counts, and

in the courts of any foreign country, as may in their judgment be necessary or proper for the protection, maintenance and preservation of the assets of the defendant, or the carrying out of the terms of this decree; and, likewise, to defend, compromise or adjust, or otherwise dispose of, any or all suits, actions or proceedings instituted against them as Receivers, or against the defendant; and also to appear in and conduct the prosecution or defense of any suit or adjust or compromise any actions or proceedings now pending in any court by or against the defendant where such prosecution, defense or other disposition of such suits, actions, or proceedings will, in the judgment of said Receivers, be advisable or proper for the protection of the properties of the defendant.

11.

That all creditors, stockholders and other persons be enjoined from instituting or prosecuting, or continuing the prosecution of any action, or suits at law or in equity, or under any statute, against the defendant, and from levying any judgment, execution or other process upon or against any of the properties of the defendant now or hereafter located or situated within the jurisdiction of this Court, or from taking, or attempting to take, into their possession the said property, or any part thereof.

F. E. [illegible]
DISTRICT JUDGE.

ENDORSED: Filed Mar 2 1933
[illegible] Warfield, Clerk
[illegible] District Court

Court adjourned until March 4, 1933.

Court convened pursuant to adjournment, Saturday, March 4th, 1933.

Present: [illegible] Kennamer, Judge, [illegible] Court.
[illegible] Warfield, Clerk, [illegible] District Court.

[illegible], the following proceedings were had and entered, to-wit:

[illegible] DISTRICT OF OKLAHOMA

[illegible] corporation, Plaintiff,

vs. No. [illegible] in Equity.

[illegible] corporation, Defendant.

[illegible]

[illegible], 193[illegible], [illegible] Pacific Railway [illegible] [illegible] Receiver [illegible],

[illegible] The [illegible] Pacific [illegible] corporation, [illegible] [illegible]

day of March, 1953 within which to file its claim with said Receiver.

F. E. [illegible]
United States District Judge.

ENDORSED: Filed Mar 4 1953
T. P. Warfield, Clerk
U. S. District Court

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

INVESTORS SYNDICATE, a corporation, Plaintiff,

vs. In Equity No. 836

U. S. LINDEMUTH, et al, Defendants.

ORDER OF DISMISSAL

NOW, On this 4th day of March, 1953, comes on for hearing the motion of the plaintiff, Investors Syndicate, a corporation, for leave to dismiss its bill of complaint heretofore filed herein and the Court being fully advised

IT IS ORDERED that said bill of complaint be hereby dismissed at the plaintiff's costs and without prejudice.

F. E. [illegible]
JUDGE

ENDORSED: Filed Mar 4 1953
T. P. Warfield, Clerk
U. S. District Court

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

JOE L. GRAY and L. D. RIDDLE, Plaintiffs,

vs. No. 844 Equity

DEEP ROCK OIL CORPORATION, et al, Defendants.

O R D E R

Now, on this 4th day of March, 1953, the above entitled cause coming on for hearing upon the application and petition of Burrell-Vase Engineering Company for leave of court to proceed to perfect any lien to which it may be entitled against the property of the Deep Rock Oil Corporation, and it appearing to the court that such request is reasonable and will in no way interfere with the court's jurisdiction and possession of the property of the above named defendant;

IT IS, THEREFORE, ORDERED, CONSIDERED AND DECREED that the Burrell-Vase Engineering Company be, and it hereby is, granted leave and permission to proceed to perfect any

lien to which it is entitled under and by virtue of the statutes and laws of the State of Oklahoma.

J. E. VERNER
Judge.

OK WILLARD MARTIN Atty for Receivers
Deep Rock

ENDORSED: Filed Mar 4 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until March 6, 1933.

Court convened pursuant to adjournment, Monday, March 6th, 1933.

Present: Hon. Edgar S. Vaught, U. S. District Judge.
H. P. Warfield, Clerk, U. S. District Court.

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

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

J. FRANKLIN TAYLOR,	Complainant,	
vs.		IN EQUITY NO. 664
SUNRAY OIL COMPANY AND SUNRAY OIL CORPORATION,	Defendants.	

ORDER APPROVING UNIT OPERATING AGREEMENT.

The above styled cause coming on for hearing on the application of the Receiver for approval of his acts in executing a unit operating agreement between the Receiver of the Sunray Oil Company, Shell Petroleum Corporation, Sinclair Prairie Oil Company, Gypsy Oil Company, Texas Oil Company, Phillips Petroleum Company and C. H. Hubbard or the Executor of his Estate, whereby the said parties have agreed to own and hold their various oil and gas leases described in said agreement as a unit in undivided interests and to develop and operate as a unit the entire area embraced, with a view to the maximum and economical extraction of oil and gas from the lands described therein, and thereby each party to said agreement is to pay his or its proportionate share of the cost of development and operation of the leases included in said agreement; however, the proportionate share of the Sunray Oil Company or its successors in the event of the default on the operation of the well by it entitled to receive proceeds is primarily to be paid by the Sinclair Prairie Oil Company and the said Sinclair Prairie Oil Company is to be reimbursed therefor from the sale of the oil and/or gas from the said well from the proportion to accrue and belong to the Receiver of the Sunray Oil Company until such time as the amount advanced by the Sinclair Prairie Oil Company for the proportionate share of the Sunray Oil Company's expense has been fully paid, the said Sinclair Oil Company to be reimbursed for the advancement of said proceeds only if, as and when oil and/or gas is produced from the well to be drilled on said premises, and in the event said well does not produce oil or gas in the Sinclair Oil Company is to own the proportionate share of the Sunray Oil Company in and to all materials placed on said premises for the purpose of developing and/or equipping said well to be

drilled; and the Court being fully advised in the premises, finds that the said unit operating agreement presented is fair and equitable to all parties concerned therein; that the execution thereof by the Receiver of the Canray Oil Company is to the best interest of the receivership estate; and it is, therefore,

[illegible] by the Court that the execution by the Receiver herein of the said unit operating agreement be and it is hereby in all things fully confirmed, approved and ratified, and the Receiver is hereby authorized and directed to carry out the terms and conditions of said agreement, all as fully set out by copy of said contract attached to the application of the Receiver.

[illegible] by the Court that the execution of said agreement by the Canray Oil Company is in all things confirmed and approved.

[illegible]
United States District Judge.

[illegible]: Filed Mar 6 1933
[illegible] Garfield, Clerk
[illegible] District Court [illegible]

[illegible] CORBETT, Plaintiff,)

-vs-) No. 754 - Equity.

[illegible], Defendants.)

[illegible] this 6th day of March, A. D. 1933, Plaintiff is given leave herein to file reply. Thereafter, said case is called, both sides present and announce ready for trial. All witnesses are sworn in open court and the rule is invoked. Thereafter, opening statements of counsel are made. The Plaintiff introduces evidence and proof with the following witness: Sarah C. Corbett. And thereafter, the noon hour having arrived, court is recessed to 1:30 o'clock P.M.

And thereafter, at 1:30 o'clock P.M., on this [illegible], court is again in session. All parties present as heretofore. The Plaintiff continues with the testimony of Sarah C. Corbett [illegible]. And thereafter, the hour for adjournment having arrived, court is adjourned until 1:30 o'clock A.M., March 7, 1933.

Court adjourned until March 7, 1933.

[illegible] MINNA, OKLAHOMA [illegible], MARCH 7, 1933

Court convened pursuant to adjournment, Tuesday, March 7th, 1933.

Present: [illegible] Edgar S. Vaught, Judge, [illegible] District Court.
[illegible] Garfield, Clerk, [illegible] District Court.

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

[illegible] OF OKLAHOMA
EQUITY SESSION [illegible], OKLAHOMA TUESDAY, [illegible] 7, 1933

SARAH C. CORBETT, Plaintiff,)
-vs-) No. 734 - Equity.
THE RIALTO MINING CO. [illegible], Defendants.)

Now on this 7th day of March, A. D. 1933, court is again in session, all parties present as heretofore. Thereupon, the Plaintiff continues with the introduction of evidence and proof and recalls Sarah C. Corbett for further testimony. And thereafter, the noon hour having arrived, court is recessed to 1:30 o'clock P.M.

And thereafter, at 1:30 o'clock P.M., on this same day, court is again in session. All parties present as heretofore. The Plaintiff continues with the introduction of Sarah C. Corbett and [illegible] D. [illegible]ondollar. And thereafter, the time for the evening meal having arrived, court is recessed to 7:30 o'clock P.M.

And thereafter, at 7:30 o'clock P.M., on this same day, court is again in session, all parties present as heretofore. Thereupon, the Plaintiff continues with the introduction of the following witnesses: Hazel Clay, Pete Wilson and [illegible] L. Kepner. And thereafter, the hour for adjournment having arrived, court is adjourned to March 8th, 1933, at [illegible] o'clock A.M.

Court adjourned until March 8, 1933.

EQUITY SESSION [illegible], OKLAHOMA [illegible], [illegible] 8, 1933

Court convened pursuant to adjournment, Wednesday, March 8, 1933.

Present: Hon. [illegible] Vaught, Judge, [illegible] S. Dist. Court.
[illegible] Garfield, Clerk, U. S. District Court.

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

SARAH C. CORBETT, Plaintiff,)
-vs-) No. 734 - Equity.
THE RIALTO MINING COMPANY, Defendant.)

Now on this 8th day of March, A. D. 1933, court is again in session. All parties present as heretofore. Thereupon, the Plaintiff continues with her introduction of evidence and proof with the following witnesses: [illegible] L. Kepner, Lloyd [illegible]ton, [illegible] L. DeVier. And thereafter, the noon hour having arrived, court is recessed to 1:30 o'clock P.M.

And thereafter, at 1:30 o'clock P.M., on this same day, court is again in session, all parties present as heretofore. The Plaintiff continues with C. L. DeVier. And thereafter, the Plaintiff [illegible]. Thereupon, the Defendant in [illegible] evidence [illegible] following witness: [illegible]. And thereafter, the hour for adjournment having arrived, court is adjourned until [illegible] o'clock A.M., March [illegible], 1933.

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

John L. Gray and L. [illegible] Riddle,	Plaintiffs,	
vs.		No. 844 Equity
Deep Rock Oil Corporation, a corporation,	Defendant.	

ORDER APPOINTING ATTORNEYS

It is hereby ordered that Ramsey, deMeules, Martin [illegible] Logan, and Rainey, Flynn, Green & Anderson be, and the same are, hereby appointed attorneys to represent the Receivers in the above entitled cause.

Dated March 4, 1933.

F. E. [illegible]
Judge.

ENDORSED: Filed Mar 8 1933
H. P. Warfield, Clerk
U. S. District Court [illegible]

Court adjourned until March 9, 1933

Court convened pursuant to adjournment, Thursday, March 9, 1933.

Present: Hon. Edgar S. Vaught, Judge, U.S.Dist. Court.
H. P. Warfield, Clerk, U.S.District Court.

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

SARAH C. CORBETT,	Plaintiff,	
-vs-		No. 734 - Equity.
[illegible], et al,	Defendants.	

Now on this 9th day of March, A. D. 1933, the above styled cause comes on for continuance of trial. The defendants continues with their introduction of evidence and proof with witness Ray Claughton. And thereafter, the noon hour having arrived, court is recessed to 1:30 o'clock P.M.

And thereafter, at 1:30 o'clock P.M., on this same day, court is again in session. Defendants continue with Ray Claughton, Frank Childress, [illegible], [illegible] Robinson, [illegible] Ferris, [illegible] Trovine, [illegible] Bayless, [illegible] R. Tidwell, Myra Shannon, [illegible] Fisco, J. H. Wadleigh. And thereafter, the hour for adjournment having arrived, court is adjourned to [illegible] o'clock A. M., March 10, 1933.

Court adjourned until March 10, 1933.

Court convened pursuant to adjournment, Friday, March 10, 1933.

Present: Hon. Edgar S. Vaught, Judge, U. S. Dist. Court.
W. P. Warfield, Clerk, U. S. District Court.

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

SARAH C. CORBETT, Plaintiff,
-vs-
THE RIALTO MINING COMPANY, et al, Defendants.
No. 734 - Equity.

Now on this 10th day of March, A. D. 1933, the above styled cause comes on for continuance of trial. Thereupon, the Defendants continue with their evidence and proof with the following witness: Ray McNaughton. And thereafter, the noon hour having arrived, court is recessed to 1:30 o'clock P.M.

And thereafter, at 1:30 o'clock P.M., on this same day, court is again in session. All parties present as heretofore. Thereupon, the Defendants continue with Ray McNaughton, Fred Childress, W. A. Childress, Paul Childress, Leon Childress A. B. Swanson, E. E. Hale, Sam Ash, L. [illegible] Grayson, Tom F. [illegible]rey, Dr. A. G. Hull. And thereafter, the time for the evening meal having arrived, court is recessed to 7:30 o'clock P.M.

And thereafter, at 7:30 o'clock P.M., on this same day, court is again in session, all parties present as heretofore. Thereupon, the Defendants continue with A. G. Hull, M. L. Krolker. And thereafter, the Defendants rest. Both sides rest. Thereupon, it is ordered by the Court that said case be taken under advisement. Plaintiff given thirty (30) days to file brief. Defendant given twenty (20) days to answer. Plaintiff five (5) days to reply.

Court adjourned until March 11, 1933.

EQUITY SESSION TULSA, OKLAHOMA SATURDAY, MARCH 11, 1933

Court convened pursuant to adjournment, Saturday, March 11, 1933.

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

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

IN THE UNITED STATES DISTRICT COURT FOR THE [illegible] OF OKLAHOMA

T. [illegible] Booth, et al, Complainants,
vs.
Greer [illegible], [illegible], et al, Defendants.
No. [illegible] Equity.

[illegible]

The above entitled cause coming on to be heard [illegible] March, [illegible] 1933, [illegible], and [illegible], [illegible] order for allowance of [illegible] the [illegible] of the filing and presentation of [illegible] the record, and [illegible] FIND:

That an allowance on attorneys fees of $10,000.00 additional pending final settlement of this cause should be made for said attorneys;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that an attorneys fee of $10,000.00 be and the same is hereby allowed pending final settlement of this cause be, and is hereby made, and said [illegible], Receiver Pendente lite be, and he is hereby authorized and directed to pay to [illegible], BRECHEEN & YOUNG the sum of $10,000.00 additional attorneys fees pending final settlement hereof for the benefit of said law firm of [illegible], BRECHEEN & YOUNG and the law firm of [illegible], [illegible] & CROSS; said allowance to be applied upon any amount that may hereafter be allowed herein by the Court to said attorneys for representation of the complainants herein.

A. L. WILLIAMS
JUDGE OF THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA.

ENDORSED: Filed Mar 11 1933
W. F. Warfield, Clerk
U. S. District Court [illegible]

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

Oklahoma Utilities Company, a corporation, Plaintiff,

-vs- EQUITY NO. 806

City of Ponca City, a municipal corporation, et al., Defendants.

JOURNAL ENTRY

This cause coming on for hearing this 11th day of March, 1933, upon the motion of defendants to dismiss; the court being fully advised in the premises finds that said motion should be overruled, to which the defendants except.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the motion of the defendants to dismiss be and the same is hereby overruled, to which ruling of the court the defendants except, and the defendants granted fifteen (15) days in which to file answer.

DONE this 11th day of March, 1933.

A. L. WILLIAMS
Judge

ENDORSED: Filed Mar 17 1933
W. F. Warfield, Clerk
U. S. District Court

[illegible] , [illegible] [illegible] 11, 19[illegible]

[illegible]

L. R. [illegible])
[illegible] AL)
[illegible] , Pl[illegible],) No. 820 E[illegible]ity.

vs.)

S. R. [illegible], Defendant.)

[illegible]

[illegible] on [illegible] 4th [illegible] March, 19[illegible], the above entitled cause came on regularly for hearing upon the bill or petition of the plaintiff filed herein, plaintiff [illegible] in person and by [illegible] counsel of record, and the defendant appeared not, either in person or by attorney, and upon being called three times at the bar of the court, failed to [illegible] and was by the court adjudged in default; and after hearing the evidence offered in support of plaintiff's petition and being fully advised in the premises, the court finds:

That, although the defendant has been duly and legally served personally with process in this action, within the time and in the manner provided by law and the rules of this court in such cases made and provided, and although the time within which defendant had the right to answer as fixed by said process and the rules and law applicable thereto has long since expired, defendant has failed to answer or otherwise plead to the bill or petition of the plaintiff filed herein. [illegible] for judgment pro confesso has been filed in this cause against the defaulting defendant by the plaintiff for more than thirty days, and the defendant is still in default and is by the court adjudged to be in default and adjudged to have confessed all of the material allegations of plaintiff's bill.

The court further finds that all of the material allegations of plaintiff's bill are true, and that the plaintiff is the duly appointed, qualified and acting Receiver of the Producers National Bank of Tulsa, Oklahoma, a national banking association, [illegible] to decl[illegible] upon [illegible] plaintiff's various causes of action herein [illegible] part of the assets of said association [illegible] administered upon [illegible] liquidated by [illegible] receiver in the winding-up of [illegible] association.

The court further finds that all of the material allegations [illegible], second, third, fourth, [illegible], [illegible], [illegible], [illegible], ninth, [illegible], eleventh [illegible] action [illegible] bill filed herein are true, [illegible] its receiver [illegible] plaintiff's first, [illegible], [illegible], [illegible], [illegible], ninth [illegible] eleventh [illegible] 1,[illegible] [illegible] December 6, 19[illegible] [illegible] 1,[illegible] [illegible].

[illegible] ordered, adjudged and decreed [illegible] from December 6, 19[illegible], [illegible] 1,[illegible] [illegible].

[illegible] ordered, adjudged and decreed by [illegible] and it hereby is decreed [illegible] certificates No. 57 and [illegible] evidenced [illegible] bill filed herein [illegible].

at the rate of 10% per annum from December 6, 1932, until paid, [illegible] $195.45 as attorney's fees, and the costs of this action, and that said lien be and the same hereby is ordered foreclosed and said pledged property ordered sold by the Special Master hereinafter designated and appointed to satisfy said indebtedness, being a portion of the judgment herein rendered; that The Producers National Bank of Tulsa, Oklahoma, be and it hereby is decreed to have a valid, subsisting, first and prior lien as pledgee upon certificates No. 29, No. 45 and No. 86 of Producers National Company to secure the payment of the indebtedness declared upon in the fourth cause of action set out in plaintiff's bill in the sum of $2,649.30 with interest thereon at the rate of 10% per annum from December 6, 1932, until paid and the additional sum of $274.93 as attorney's fees, which is a portion of the judgment herein rendered, and that said lien be and the same hereby is ordered foreclosed and said pledged property ordered sold by the hereinafter designated and appointed Special Master to satisfy said indebtedness which is included within and constitutes a part of the judgment heretofore rendered in this action; that The Producers National Bank of Tulsa, Oklahoma, be and it hereby is decreed to have a valid, subsisting, first and prior lien as pledgee upon certificates No. 73 and No. 113 of Producers National Company to secure the payment of the indebtedness evidenced by the note declared upon in plaintiff's Sixth cause of action of plaintiff's bill filed herein, and that said lien be and the same hereby is ordered foreclosed and said pledged property ordered sold by the hereinafter designated and appointed Special Master to satisfy said indebtedness amounting to $2,013.44 with interest thereon at the rate of 10% per annum from December 6, 1932, until paid, and the additional sum of $211.34 as attorney's fees, which sums are included within and constitute a part of the judgment heretofore rendered in this action; that The Producers National Bank of Tulsa, Oklahoma, be and it hereby is decreed to have a valid, subsisting, first and prior lien as pledgee upon certificates No. 46 and No. 47 of Producers National Company to secure the payment of the indebtedness evidenced by the note declared upon in plaintiff's Ninth cause of action in plaintiff's bill filed herein, and that said lien be and the same hereby is ordered foreclosed and said pledged property ordered sold by the Special Master hereinafter designated and appointed to satisfy said indebtedness amounting to $1,854.52 with interest thereon at the rate of 10% per annum from December 6, 1932, until paid, and the further sum of $195.45 as attorney's fees, which sums are included within and constitute a part of the judgment heretofore rendered in this action; that The Producers National Bank of Tulsa, Oklahoma, be and hereby is decreed to have a valid, subsisting, first and prior lien as pledgee upon one hundred shares of Southland Royalty Company stock and ten shares of Home Stake Royalty Company stock, held by said association as security, as alleged in the Twelfth cause of action of plaintiff's bill filed herein, to secure the payment of the indebtedness evidenced by the note declared upon in plaintiff's Eleventh cause of action in plaintiff's bill filed herein, amounting to $689.95 with interest thereon at the rate of 10% per annum from December 6, 1932, until paid, and the further sum of $78.11 as attorney's fees, and that said lien be and the same hereby is ordered foreclosed and said pledged property ordered sold by the Special Master hereinafter designated and appointed to satisfy said indebtedness which constitutes a part of the judgment heretofore rendered in this action.

IT IS FURTHER ordered, adjudged and decreed by the court that The Producers National Bank of Tulsa, Oklahoma, be and it hereby is decreed to have a valid, subsisting, first and prior lien upon each and all of the personal property pledged by the defendant to said association as collateral security for the payment of certain notes declared upon in plaintiff's bill filed herein, to secure, primarily, the indebtedness evidenced by said notes in which said properties are described, respectively, and, secondarily, to secure the indebtednesses evidenced by the notes declared upon in the Third and Eighth causes of action in plaintiff's bill filed herein amounting to $1,32[illegible].64 with interest thereon at the rate of 10% per annum from December 6, 1932, until paid, and the further sum of $160.00 as attorney's fees, and $1,790.63 with interest thereon at the rate of 10% per annum from December 6, 1932, until paid, and the further sum of $21[illegible].50 as attorney's fees, respectively, which sums, with interest and attorney's fees, constitute and are a part of the judgment heretofore rendered in this cause.

IT IS FURTHER ordered, adjudged and decreed by the court that the proceeds arising from the sale of the pledged properties upon which liens have been decreed in this action in favor of The Producers National Bank of Tulsa, Oklahoma, to secure various sums and amounts, respectively, with interest and attorney's fees, and the costs of this action and the sale herein contemplated and ordered, be applied:

[illegible]: in payment [illegible] the costs of th[illegible] [illegible] sale.

[illegible]: In paym[illegible] of the portions [illegible] the judgm[illegible] [illegible] rendered for which said pledged [illegible]erties were given as security, respectively, includin[illegible] principal, interest and attorney's fees, as in this decree specifically set forth.

[illegible]: In the event any sum or sums rem[illegible] after the distrib[illegible]tions provided for in paragraphs first [illegible] second of the order of distribution of the proceeds of the sale, the same shall be applied in payment of the portions of the judgment [illegible] rendered, with interest and attorney's fees, applicable to plaintiff's third [illegible] [illegible] causes of action in plaintiff's bill filed herein.

[illegible]: [illegible] the residue, if any there be, be [illegible] [illegible] from time to time order and direct.

[illegible] ordered [illegible] Paul [illegible], of [illegible], [illegible], [illegible] hereby is appointed [illegible] to conduct the sale of the pledged [illegible] herein decreed [illegible] ordered to be sold, collect the proceeds of such sale [illegible] all [illegible] necessary or proper [illegible] connection [illegible] this decree [illegible] in such cases [illegible], [illegible] such further orders [illegible] the premises, [illegible] Court.

[illegible] ordered, adjudged and decreed by the court [illegible] defendant's right [illegible] foreclosed [illegible] and every [illegible], [illegible] by, through or under him since [illegible] the filing of plaintiff's bill herein, [illegible] and each of them [illegible] restrained and enjoined [illegible] title, interest [illegible], securities [illegible] involved, or any of them, [illegible] the Produce[illegible], [illegible], as pledgee [illegible] stock [illegible] such stock, [illegible] sale.

[illegible] ordered, adjudged and decreed by the court [illegible], for [illegible] the Producers National [illegible], be and [illegible] hereby is [illegible] at the sale, [illegible] under his [illegible] the Comptroller of the Currency [illegible], [illegible] the sale, [illegible].

[illegible] ordered, adjudged and decreed by the court [illegible] order of sale be [illegible] by the clerk of this court upon the filing of [illegible] by the plaintiff or his [illegible], [illegible] to proceed [illegible] compliance [illegible] rules of [illegible] of this decree [illegible]; [illegible] proceeds derived [illegible] of the [illegible] insufficient [illegible] in this decree ren[illegible] [illegible], [illegible] interest [illegible] fees, as herein provided, [illegible].

[illegible] Judge.

[illegible]:
[illegible]
[illegible]

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

John L. Gray and L. P. Riddle,	Plaintiff,	No. 844 Equity.
vs.		
Deep Rock Oil Corporation, a corporation,	Defendant.	

O R D E R

This matter coming on to be heard on this 11th day of March, 1933, upon the application of [illegible] Greis and L. H. Moore, Receivers, in regard to the payment of employees for work and labor performed during the month of February, 1933, and the court being fully advised finds that it is for the best interest of said receivers in estate that all employees be paid.

WHEREFORE, IT IS ORDERED that [illegible] Greis and L. H. Moore, Receivers, be and they are hereby directed to pay the employees of Deep Rock Oil Corporation the sum of $27,153.97, the amount due said employees for work and labor performed by them during the month of February, 1933.

F. [illegible]
District Judge.

[illegible]: Filed Mar 11 1933
[illegible] Marfield, Clerk
U. S. District Court [illegible]

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

John L. Gray and L. P. Riddle,	Plaintiffs,	IN EQUITY NO. 844.
vs.		
Deep Rock Oil Corporation, a corporation,	Defendant.	

O R D E R

This matter coming on to be heard on this 11th day of March, 1933, upon application of [illegible] Greis and L. H. Moore, Receivers, for an order approving the payment of certain freight bills heretofore orally authorized by the court,

IT IS [illegible] ORDERED that the action of the Receivers in paying to Missouri, Kansas & Texas Railroad [illegible] the sum of $9,347.[illegible], and to Atchison, Topeka & Santa Fe Railway Company the sum of $[illegible],247.81, be, and the same is hereby approved and ratified.

F. [illegible]
DISTRICT JUDGE.

[illegible]: Filed Mar 11 1933
[illegible] Marfield, Clerk
U. S. District Court [illegible]

DISTRICT OF OKLAHOMA
[illegible] TULSA, OKLAHOMA [illegible], MARCH 11, [illegible]

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE [illegible] OF OKLAHOMA.

John [illegible]. Gray and L. [illegible]. [illegible]dle,	Plaintiffs,	
vs.		No. 844 Equity.
Deep Rock Oil Corporation, a corporation,	Defendant.	

O R D E R

This matter coming on for hearing on this 11th day of March, 1933, upon the application of [illegible]. Greis and [illegible]. Moore, Receivers, for instructions in regard to the payment for crude oil run during the month of February, 1933, and the court being fully advised, finds that it is for the best interests of the Receivership estate that payment for said oil be made by the Receivers.

THE COURT FURTHER FINDS that unless said payment is promptly made the owners of numerous leases to which the gathering lines of Deep Rock Oil Corporation are connected will discontinue said connection and dispose of their oil elsewhere; that should said connections be disturbed the good will and growing value of the property being operated by the Receivers will be greatly diminished and the continuous operation of the corporation's refinery endangered.

THE COURT FURTHER FINDS that the Deep Rock Oil Corporation has numerous filling stations throughout the Central portion of the United States which are dependent upon the continuous operation of the corporation's refinery for their refined products and should the operation of said refinery be interrupted the Receivers, in order to supply said filling stations and other customers, would be compelled to purchase refined products in the open market and would lose thereby the profits which they would otherwise derive were the operations of said refinery not interrupted.

[illegible], [illegible] ORDERED that [illegible]. Greis and [illegible]. Moore, Receivers, be and they are hereby directed to forthwith pay the sum of $65,302.76, the purchase price of the 148,834.71 barrels of crude oil purchased by Deep Rock Oil Corporation during the month of February, 1933, which said crude oil is now stored in tanks at the corporation's refinery.

F. [illegible]
District Judge.

[illegible]: Filed Mar 11 1933
[illegible]. Warfield, Clerk
[illegible] District Court [illegible]

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE [illegible] DISTRICT OF OKLAHOMA.

[illegible], [illegible], a Louisiana corporation,	Plaintiff,	
-vs-		[illegible]
[illegible], [illegible], a [illegible] corporation,	Defendant.	

ORDER [illegible]

This cause coming on for hearing this 11th day of March, 1933, upon verified bill of complaint filed in this cause, and the plaintiff appearing by counsel and after due consideration, it is upon motion of the attorney for the plaintiff,

ORDERED, ADJUDGED AND DECREED, as follows:

(1) That defendant, though appearing to have assets of a value exceeding its liabilities, is now unable to meet its matured and immediately maturing obligations and will continue for considerable time to be unable to meet such matured and maturing obligations, or any substantial portion thereof.

(2) That plaintiff is entitled to the relief demanded; that it is inadequate remedy save through the granting of this order, and it is necessary for the protection and preservation of the respective rights and equities of the plaintiff and all the creditors of the defendant, that the conduct of business of the defendant be removed from and altered in this suit; that a receiver be appointed by this Court, and that upon his qualification as receiver of the defendant as hereinafter provided, he shall succeed to and be vested with the title of the defendant in and to all of its property, real, personal and mixed, of every description, including all moneys, notes, bills, merchandise, choses in action, evidences of debt, books, papers, records, contracts, leases, and all other property of every kind and character belonging to or pertaining to the defendant, and all rights, titles, claims, demands, and choses in action, including accounts receivable, rents, issues, profits, and all other property of every kind and character, and wheresoever situated, belonging to or pertaining to the defendant, including all leases, easements, privileges, franchises, and all other appurtenances thereunto belonging or appertaining, and all property of every kind, character and description whatsoever of said defendant wheresoever situated.

(3) That within ten days after the date of this order, the above named Receiver shall file with the Clerk of this Court a bond in the sum of $3000.00, with one or more sureties to be approved by one of the Judges of this Court, conditioned that he will well and truly perform the duties of his office and duly account for all moneys and property coming into his hands as such receiver herein, and abide by and perform all things which he may be directed to do by this Court.

(4) That said Receiver is hereby authorized and directed to take immediate possession of all the property and assets of the above named defendant; and is hereby authorized to prosecute, prosecute and defend, compromise and settle any and all suits in which the defendant is interested, and to appear in and defend all suits now pending against the defendant in which it is interested, and to operate the business of the defendant; to collect and receive the debts, rents, issues, profits, and moneys due and owing to the defendant; to collect and receive the accounts, rents, issues, profits, and moneys due and owing to the defendant; to collect and receive the notes, bills, accounts and credits of the defendant and all moneys and debts due to it, and to endorse the name of the defendant thereto; to sue for, collect and receive all moneys and debts due or to become due to the defendant, and to execute receipts and releases therefor in the name of the defendant; to prosecute any and all suits necessary to the preservation of the property, rights and assets of the defendant; to employ, discharge and fix the compensation of such assistants, attorneys, accountants and employees as may be necessary in the management of the business of the defendant; to pay out moneys for taxes, insurance, repairs and other necessary charges upon the property of the defendant; to borrow money and issue receiver's certificates therefor as hereinafter provided; to make and enter into any contract with reference to the management of the business of the defendant, or the preservation of its property, which may be necessary or proper in the premises, subject to the approval of this Court, and generally to do any and all acts and things which may be necessary or proper for the protection of the property and assets of the defendant, or which may be directed by this Court, and is hereby vested with full power and authority to do all and singular the premises necessary to the conservation of the property and assets of the defendant, and the operation of its business, subject to the approval of this Court, and is hereby directed to take possession of all the property and assets of the defendant, and to hold the same pending the further order of this Court in the premises, and to operate the business of the defendant, subject to such orders as may be made by this Court.

(5) That the Receiver is hereby authorized to borrow money, from time to time, in such amounts as may be approved by this Court, not exceeding in the aggregate at any one time outstanding, the sum of $5000.00, and to issue receiver's certificates therefor, in such denominations,

or otherwise, all suits now pending or hereafter brought by or against defendant. The Receiver is further authorized to intervene in or become a party to such suits, actions, proceedings at law or in equity, including ancillary proceedings in State or Federal courts as may in his judgment be necessary or proper for the protection, maintenance or preservation of the property and assets of the defendant in carrying out the terms of this order.

(7) The Receiver shall open books of accounts and shall keep or cause to be kept therein due and proper accounts of the earnings, expenses, receipts and disbursements of the property of which he is appointed Receiver, and shall preserve proper vouchers for all payments made by him on account thereof and shall deposit the moneys coming into his hands in such banks as shall be selected by him and approved by the Court.

(8) The Receiver is authorized in his discretion from time to time until the further order of this Court, out of the funds coming into his hands, to pay all necessary expenses of conducting the business of the defendant or incident to the execution of this receivership, including, without limitation, the wages, salaries and compensation of all officers, counsel, managers, superintendents, agents and employees retained or employed by the Receiver as above described or provided.

(9) All persons, firms and corporations having in their possession any of the property or premises of which the Receiver is hereby appointed Receiver, including all property of which the defendant is or may become the beneficial owner, whether held by it or by other persons, firms or corporations as trustees, agents, or otherwise, shall forthwith deliver such property and premises to the receiver and make such transfers, assignments and conveyances in connection therewith as may be necessary or proper, and each and every of the officers, directors, agents and employees of the defendant is hereby required and commanded forthwith to turn over and deliver to the Receiver, or to his duly constituted representatives, any and all books of account, records, vouchers and papers, deeds, leases, contracts, bills, shares, bonds andother securities, accounts, moneys and/or other property in his or their hands or under his or their control belonging to, or in the possession of, the defendant, or to which it is or may become entitled, and each of said officers, directors, agents and employees is hereby commanded anddirected to abide by and conform to such orders as may be given from time to time by the Receiver or his duly constituted representatives in conducting the operation of the property and in the discharge of his duties as Receiver.

(10) The defendant, its officers, directors, attorneys, agents and employees and all persons claiming to act by virtue of or under it and all officers, marshals and sheriffs and all other persons, firms and corporation whatsoever and wheresoever situated, located or domiciled, are hereby restrained and enjoined from in any way hereafter filing any suits or proceedings of any kind, nature or description against the defendants, or in any way interfering with, attaching, levying upon, or in any manner whatsoever disturbing any portion of the assets, goods, moneys, property and premises of which the Receiver is hereby appointed, or from taking possession of or in any way interfering with the same, or any part thereof, or in any way disturbing the possession of the Receiver or from interfering in any manner to prevent the discharge by the Receiver of his duties in the operation of said property and premises under the orders of this Court.

(11) The Receiver shall retain the possession of the property and continue to discharge the duties and trusts hereunto until the further order of this Court and from time to time the Receiver is directed in the premises, and may from time to time apply to this Court for instructions and directions in the premises as may be necessary and requisite in the due administration of this estate.

(12) The Receiver is authorized to execute in his own name or in the name of the defendant, all necessary deeds, supersedeas, injunction or other bonds which may be required by the terms of this order, or any other orders of this Court, and to take and to enter into any and all necessary contracts as agencies as shall be deemed by him the reasonable charges of whose services shall be fixed by the Court as well as any attorneys employed by the Receiver by reason of pending suits and other matters.

(13) All claims and demands against the defendant (except lawful taxes and claims represented by bonds secured by mortgage) shall be presented to the Receiver within three months from the date of mailing notice as hereinafter provided. The Receiver shall give public notice accordingly by publication once in each of four successive calendar weeks upon any day in the week, in a newspaper printed in the English language and published in the City of Tulsa, in the State of Oklahoma of the time within which, the place where and the manner in which such claims and demands shall be so presented, and shall mail a copy of such notice to each person, firm, corporation or association appearing on the books of the defendant to be a creditor or otherwise known to the Receiver to be claiming to be such a creditor, at the last known address of such creditor or claimant.

All persons, except collectors of lawful taxes and holders of bonds secured by mortgage, failing to present their claims or demands against the defendant to the Receiver within said period of three months shall be barred from sharing the benefits of the distribution of the moneys and proceeds of the properties of the defendant that now are or hereafter shall be in the hands of the Receiver, and from sharing or participating in the distribution of any of the proceeds arising from the sale of the properties of the defendant if such sales shall be hereafter adjudged and decreed in this cause.

(14) The plaintiff herein and the Receiver are not arrived and empowered to institute, prosecute and defend, compromise, adjust, intervene in or become parties to such suits, actions, proceedings at law or in equity including ancillary proceedings in State or Federal courts and in the court of any foreign country as may be deemed necessary or proper in aid of the orders issued by this Court, and to apply to any such courts for such order or orders as may be deemed necessary or proper therefor. The right is reserved to the parties hereto to apply to this Court for any other instructions to the Receiver and the Court reserves the full right and jurisdiction to make from time to time such further orders amplifying, extending, limiting or otherwise modifying this order as to it may at any time seem proper, and in all respects and at all times regulate and control the conduct of the Receiver.

(15) In case of the death, resignation or removal of the Receiver hereby appointed and the appointment of his successor or successors, all the provisions of this order shall apply to such successor without further order of this Court.

(16) That the Court further finds that the plaintiff in this cause, Godchaux Sugar Sales, Inc., a Louisiana corporation, instituted suit in Equity in the District Court of the United States, for the Western Division of the Western District of Missouri against the Prisco Market Company, Inc., a Missouri corporation, same being Cause Numbered [illegible], In Equity, and that in said cause Charles L. Davies was appointed Receiver for the defendant on March 7, 1933.

IT IS ORDERED, ADJUDGED AND DECREED that this proceeding be and is ancillary to the primary proceeding in the District Court of the United States, for the Western District of Missouri, In Equity #[illegible].

DATED AT Tulsa, Oklahoma, this 11th day of March, 1933.

[illegible]
[illegible]

[illegible]: Filed Mar 11 [illegible]
[illegible]
[illegible] District Court [illegible]

[illegible] adjourned until [illegible], [illegible].

[illegible]

[illegible], [illegible], [illegible], 193[illegible]

[illegible], [illegible], [illegible], [illegible].

[illegible], Judge, [illegible].
[illegible], Clerk, [illegible].

[illegible] proceedings [illegible], [illegible]:

[illegible]

[illegible]

[illegible], Plaintiffs,

vs. No. [illegible].

[illegible], Defendant.

[illegible] FOR PRE[illegible].

[illegible] to be heard [illegible] application [illegible] [illegible], it is hereby

[illegible] firms or [illegible] [illegible] of [illegible], [illegible] and every [illegible] district [illegible] in [illegible], [illegible] against the defendant, [illegible] than [illegible] convertible [illegible] Notes of [illegible] March 1, 193[illegible] [illegible] under a Trust Agreement [illegible] Company [illegible] March 1, 193[illegible], [illegible] 15th day of [illegible], 193[illegible], under penalty [illegible] of the [illegible], [illegible] and [illegible], [illegible], Atlas Life Building, [illegible], [illegible] claims or demands [illegible] affidavit [illegible] shall set out [illegible] of any security of lien [illegible] claim is made.

[illegible] the [illegible] for four [illegible] [illegible] published [illegible] in [illegible], [illegible], [illegible] not less [illegible] days' [illegible] by mail to all [illegible] and addresses [illegible] been informed, except note-holders above [illegible].

[illegible] that said Receivers as soon as they conveniently can after the 15th day of [illegible], 193[illegible], report to the Court a list of all [illegible] claims as may have been pre-[illegible] said report shall not have been paid under any auth-[illegible] and shall file with said report all papers filed with [illegible] in connection with [illegible] claims together [illegible] their recommendations and exceptions [illegible].

[illegible] March, 193[illegible].

[illegible]

[illegible]: Filed [illegible]
[illegible]
[illegible]

[illegible] 1933 [illegible] DISTRICT OF OKLAHOMA [illegible] [illegible], MARCH 13, 1933
TULSA, OKLAHOMA

IN THE [illegible] DISTRICT COURT FOR THE [illegible] DISTRICT OF OKLAHOMA

John L. Gray [illegible] L. [illegible], Plaintiffs

vs. — No. 844 - Equity.

Deep Rock Oil Corporation, a corporation, Defendant

[illegible]

It is hereby ordered that the Receivers herein be, and they are hereby, directed to deposit such monies as may come into their hands as such in the following banks:

Continental-Illinois Bank & Trust Co. - Chicago
First National Bank - Chicago
[illegible] National Bank - Tulsa
First National Bank & Trust Co. - Tulsa
[illegible] Nat'l Bank & Trust Co. - Oklahoma City.
Dated March [illegible], 1933.

[illegible]
District Judge

[illegible]: Filed Mar 13 1933
[illegible] Warfield, Clerk
U. S. District Court [illegible]

Court adjourned until March 14, 1933.

[illegible] TULSA, OKLAHOMA [illegible], MARCH 14, 1933

[illegible] adjournment, [illegible], March 14th, 1933.

Present: [illegible] Kennamer, Judge, U. S. District Court.
[illegible] Warfield, Clerk, U. S. District Court.

[illegible], the following proceedings were had and entered, to-wit:

IN THE [illegible] STATES DISTRICT COURT [illegible] DISTRICT OF OKLAHOMA.

[illegible] Goodrich, [illegible] of Banks [illegible], Plaintiff,

vs. — [illegible]

[illegible], [illegible], [illegible] Winston, [illegible], deceased, [illegible], Defendants.

[illegible]

[illegible] of complaint [illegible]

[illegible] 18, [illegible]

[illegible] decree [illegible], [illegible], [illegible] to the [illegible] for the [illegible], [illegible] by law and by the rules [illegible] provided. [illegible] required [illegible] defendant.

[illegible]
[illegible]
[illegible]
Solicitors for Defendant.

Service [illegible] petition for cross [illegible] the cross [illegible] made a part thereof are [illegible] this 8th day of [illegible], 19[illegible].

[illegible]
[illegible]
Solicitors for Plaintiff.

[illegible] cross [illegible] allowed this 8th day of March, 1933.

[illegible] day of March, 1933.

[illegible]
District Judge.

"Cross [illegible] of [illegible] attached"

[illegible]: Filed [illegible] 1933
[illegible]
[illegible]

[illegible] Plaintiff, [illegible] - [illegible].

[illegible] Defendants.

[illegible] March, [illegible] case is called. [illegible] following witness [illegible] Jerome Fisher. [illegible] introduced into evidence [illegible] judgment herein. [illegible] ordered by the court [illegible] ordered that [illegible].

[illegible]

[illegible] Complainant,

[illegible]

[illegible] Defendants.

[illegible]

[illegible] March, 1933, [illegible]

ted.

[illegible]

[illegible]

[illegible], Plaintiff,

-vs-

[illegible], [illegible], Defendants.

No. 819 - [illegible].

[illegible] March, A. D. 1933, it is [illegible] motion of Defendant to dismiss [illegible], [illegible] hereby, sustained. [illegible] (15) days to amend. Defendant [illegible] (10) days thereafter to plead or [illegible] to answer.

[illegible]

United States, Complainant.

vs.

[illegible], [illegible] of the State of Alabama, and [illegible], Liquidating Agent of [illegible] Merce Bank of Ralston, [illegible], Defendants.

No. [illegible].

[illegible]

[illegible] March, 1933, and for good [illegible] by the Court that the defendants [illegible] and they are hereby [illegible] from this date within which to plead to the bill of complaint herein filed.

F. [illegible]
United States District Judge

O.K. [illegible]

[illegible]: Filed [illegible]
[illegible], Clerk
[illegible] District [illegible]

[illegible], Plaintiff,

-vs-

[illegible], Defendants.

No. [illegible] - [illegible].

[illegible]

[illegible] adjourned until [illegible]

(5) [illegible] before entering upon the performance of [illegible] of office as receiver, he shall execute a bond with sureties to be approved by a [illegible] of this court, conditioned upon the faithful performance by him of his duties as such receiver, in the sum of $10,000 for the faithful performance by him of his duties as such receiver.

(3) Upon the filing of such bond said receiver shall proceed to the possession of all and singular the premises whereof he is hereby appointed receiver; he shall cause to be run and operate the business of the defendant corporation as he may deem necessary, keeping the premises and property, both real and personal, in good condition and repair so that the said properties may be operated efficiently and with safety to the public; he, as said receiver, to have full power to employ, pay, and discharge, from time to time in his discretion all needful laborers, servants and agents; to purchase and pay for all needful materials and supplies; to make, from time to time, in his best discretion, all needful and proper arrangements with other persons and corporations for the interchange of business.

(4) He may at any time after the said receiver has entered upon the performance of his duties, he shall cause to be made a full and perfect inventory of all the [illegible] real and personal property of every kind and description whereof he is hereby appointed receiver, and which may come into his possession, and file the same with the clerk of this court, and give notice of such filing to the solicitors for the defendant's solicitors. Said receiver shall keep full, true and accurate accounts of all of his doings in the premises; and shall file with the clerk of this court and account with the [illegible] (60) days after the appointment of his receivership or such other time as the defendant's solicitors.

(5) All money coming into the hands of the said receiver, shall be by him deposited in some one or more safe banks of deposit within the state of Colorado, to be approved by this court or [illegible], to the credit of the receiver, to be drawn out only upon the order of this court or [illegible] to be by him served upon.

(6) The said receiver, if exercising due prudence and caution in the selection thereof, shall not be responsible for the wrongful acts of his servants and agents.

(7) The said receiver shall not in any case incur any personal or individual liabilities in the operation of the said business, or otherwise in the premises by reason of any act or thing done by him, or receiver, or by his servants, agents or attorneys, the said receiver acting in good faith and in the exercise of his best discretion..

(8) The said defendants and all persons whatsoever in said [illegible] are hereby strictly commanded and enjoined forthwith to deliver up and surrender to the said receiver all and singular the premises whereof he is hereby appointed receiver under the penalty attached by law to disobedience. [illegible] and until the final taking possession of the said property by the said receiver, it is ordered that the said defendant corporation, its officers, agents and employees, and all persons claiming by, through or under them or any of them, since the filing of the complaint herein, or any part thereof, be and they hereby are enjoined and restrained from [illegible] or parting with any property, real or personal, except in the usual course of business and necessary daily expenditures of the same, and that the said company, its officers and agents shall surrender and deliver to the said receiver all books and papers and records relating to the property, and shall render to the said receiver all necessary information, and shall allow the said receiver free access to the premises necessary to the discharge of his duties as such receiver. [illegible] the fact that [illegible] of the [illegible].

[illegible] judicial discretion.

Court convened pursuant to adjournment, Tuesday, March 21, 1933.

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

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

WILSON CLINTON, INCOMPETENT, ET AL, Plaintiffs,

-vs- No. 607 - Equity.

O. C. COPPEDGE, ET AL, Defendants.

Now on this 21st day of March, A. D. 1933, it is ordered by the Court that application for injunction herein be, and it is hereby, denied. It is further ordered that Restraining Order be dissolved. It is further ordered that application for Receiver of Federal Surety Company be, and it is hereby, denied.

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

T. J. Booth, Et al, Complainants,

vs. No. 663 Equity.

Greer Investment Company, a corporation, et al, Defendants.

O R D E R

This cause coming on for hearing on this 21st day of March, A. D. 1933, upon the application of Paul E. Taliaferro, Receiver Pendente Lite of Petroleum Royalties Company, a Trust Estate, for an order of this Court authorizing and empowering said Receiver to execute an oil and gas mining lease on a certain royalty interest owned by said Petroleum Royalties Company, a Trust Estate, in and to the premises commonly known and described as the,

> South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) and the North Half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) all in Section 8, Township 27 North, Range 1 West, Kay County, Oklahoma;

and the court having considered said application and being fully advised in the premises is of the opinion that said application should be granted;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Paul E. Taliaferro, Receiver Pendente Lite of Petroleum Royalties Company, a Trust Estate, be and the same is hereby authorized and empowered to execute an oil and gas mining lease to Ray Ostot as lessee covering the interest of said Petroleum Royalties Company, a Trust Estate, in and to the premises hereinbefore described.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE.

ENDORSED: Filed Mar 21 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

TO THE HONORABLE JUDGE OF THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OKLAHOMA:

The petition of C. H. Wright, Receiver herein, being filed and presented to the Court, and it appearing to the Court from the petition and the evidence introduced in support thereof, that the assignment to the Receiver of an undivided one-half (1/2) interest in and to the oil and gas lease upon the South Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Fifteen (15), in Township Seven (7) North, Range Eight (8) East, in Hughes County, Oklahoma, subject to the terms and conditions of a certain contract between Premier Investment Company and J. V. Horner, dated October 6th, 1932, and an assignment thereof by Premier Investment Company to F. W. Horner, dated October 24th, 1932, under which the Receiver will receive one-half (1/2) of an undivided there-fourths (3/4) interest in said lease, subject to the payment of one-fourth (1/4) the balance of a $14,000.00 oil payment thereon, in consideration of which the Receiver will cause to be drilled a test well thereon at the expense of the Receiver, except the overground equipment from the casinghead, except the derrick, and all expense of operating said lease to be borne by the persons interested in said lease in proportion to their respective interests therein; and the use by the Receiver, with the consent of the trustee in the mortgage indenture made by the Sun Royalty Company, of funds now, or hereafter arising from the properties described therein, in payment of the expenses of drilling and equipping said lease, the income from the one-half interest in said leases, to be impressed, in consideration thereof of the lien of said mortgage indenture; would be of benefit to the receivership estate; and it appearing that said leases are located in probable oil territory and that same are in the vicinity in which wells have recently been drilled and are producing oil and gas in considerable quantities, and that the development thereof will materially increase the assets of the receivership estate subject to the payment of the indebtedness of the companies in receivership herein, and that the contracts for the assignment of said undivided one-half ($\frac{1}{2}$) interest in said lease and for the drilling of said well,(copies of which are attached to the petition) should be approved by this Court; it is therefore,

ORDERED, ADJUDGED, AND DECREED by the Court that C. H. Wright, Receiver of the Sunray Oil Company, be, and he is hereby authorized to execute and deliver the originals ofeach of the contracts with The Hormann Company and the Robinson-Hicks Drilling Corporation, providing for the assignment of said undivided one-half (1/2) interest in the above described property aforesaid, and the drilling of the test well thereon in consideration thereof; and also the drilling contract with the Robinson-Hicks Drilling Corporation(copies of which contract are attached to the petition herein); and it is further,

ORDERED, ADJUDGED, AND DECREED by the Court that C. H. Wright, Receiver of the Sunray Oil Company, be, and he is hereby authorized, under the consent of the Trustee in the mortgage indenture executed by the Sun Royalty Company, to use in the drilling and equipment of the said well, all of the income from the properties described in said mortgage indenture to the extent that may be necessary after paying therefrom the administration and operating expenses thereof; and it is further,

ORDERED, ADJUDGED, AND DECREED that the said undivided one-half (1/2) interest in said leases upon the property above described, be and the same is hereby impressed with the lien of said mortgage indenture executed by the Sun Royalty Company, dated the 1st day of

August, 1929, as if the same were described therein, and the proceeds thereof, after the payment therefrom of the proper proportion of the administration and receivership expenses thereof, and after the repayment to the trustee aforesaid of the amount of such proceeds used in the drilling and equipment of the test well aforesaid, the drilling of which is provided herein, and after the payment of the proportion of the costs of the operation required to be paid by the Receiver, and the proportion required to be paid by the Receiver for any additional drilling or equipment upon said lease, shall be paid to the trustee of said indenture until such time as such proceeds, together with the proceeds of the other properties described in said indenture shall fully pay the indebtedness secured by said mortgage indenture with interest thereon; and it is further,

ORDERED, ADJUDGED, AND DECREED by the court that inasmuch as the said lease is impressed with a lien of said indenture the payments made by the Receiver hereunder from the funds arising from the properties described in said indenture shall be credited upon the mortgage indenture on the date the same are disbursed by the Receiver herein.

Dated, Tulsa, Oklahoma, March 20th, 1933.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE.

ENDORSED: Filed Mar 21 1933
H. P. Warfield, Clerk
U. S. District Court

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

J. FRANKLIN TAUSCH,	Complainant,	
vs.		
SUNRAY OIL COMPANY and SUNRAY OIL CORPORATION,	Defendants,	Equity No. 684
THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULAS, as Trustee,	Intervener.	

O R D E R

Now, on this 21st day of March, 1933, this matter came on for hearing on the verified petition of The First National Bank and Trust Company of Tulsa, as Trustee, for instructions as to crediting interest under trust indenture of June 21, 1930, and the court having read said petition and being fully advised in the premises;

IT IS ORDERED AND ADJUDGED that the plan under which the noteholders holding notes secured by the mortgage deed of trust dated June 21, 1930, executed by the Sunray Oil Corporation and others in favor of The First National Bank and Trust Company of Tulsa, as Trustee, are permitted to credit the proceeds from the sale of oil and gas paid to said Bank as Trustee, from time to time, by the receiver, first to the payment of interest on said notes at the rate of six per cent (6%) per annum, and the balance on the principal, with the understanding that said noteholders do not waive their right to collect the additional four (4) per cent interest, be, and the same hereby is, ratified and approved.

IT IS FURTHER ORDERED AND ADJUDGED that The First National Bank and Trust Company of Tulsa, as Trustee under said mortgage indenture, be, and it hereby is, authorized and directed to continue to apply the proceeds received from the receiver under the plan above outlined until the further order of this court.

It is further ORDERED AND ADJUDGED that the First National Bank and Trust Company of Tulsa, as Trustee under said mortgage indenture, be, and it hereby is, authorized and directed to continue to apply the proceeds received from the receiver under the plan above outlined until the further order of this court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this order and decree and such application and credit of moneys shall be without prejudice to the rights of said intervener, The First National Bank and Trust Company of Tulsa, as Trustee, to claim interest at a greater rate than 6% per annum, and also without prejudice to the rights of said receiver, the complainant, the defendants or any other persons interested to object to allowance of payment of interest at a rate greater than 6% per annum.

F. E. KENNAMER
Judge.

O.K._____
Attorney for Intervener The First
National Bank and Trust Company of Tulsa.

EDWARD HOWELL
PAUL E. TALIAFERRO
Attorneys for Receiver

ENDORSED: Filed Mar 21 1933
H. P. Warfield, Clerk
U. S. District Court

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

Standish Hall, Trustee, et al.,	Plaintiffs,	No. 708 Equity, consolidated with No. 791 Equity.
-vs-		
The Knight Realty Co., et al.,	Defendants.	

O R D E R

Now on this, the 21st day of March, 1933, came on to be heard the application of Mrs. M. E. Dent, manager of The Cheyenne Arms Apartments, Inc., for an order of court authorizing her to pay the first half of the 1932 taxes now due on said apartment on Lots Three (3) and Four (4), Block Five (5), and it appears to the court from said application that the first half of said taxes due are Nine Hundred Seventy-Two and 27/100ths ($972.27) Dollars.

IT IS THEREFORE CONSIDERED AND ORDERED BY THE COURT that thesaid Mrs. M. E. Dent, be and she is hereby authorized to draw a check upon the National Bank of Commerce against funds on deposit in the sum of $972.27 in favor of the County Treasurer, Tulsa County, in payment of the first half of the 1932 taxes. Upon presenting said order said Bank is hereby authorized to pay said check and charge said amount against said account with said Bank.

F. E. KENNAMER
District Judge.

ENDORSED: Filed Mar 21 1933
H. P. Warfield, Clerk
U. S. District Court JHR

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

United States, Plaintiff,)
)
vs.) No. 726 Equity
)
Lois Summers, Earl F. Summers and)
Wavie D. Davis, Defendants.)

JOURNAL ENTRY OF JUDGMENT

Now on this 21st day of March, 1933, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, Judge, 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, said defendants each being non-residents of the State of Oklahoma, Lois Summers and Earl F. Summers now being residents of the State of Idaho, and the defendant Wavie D. Davis now being a resident of the state of Arizona, and each of said defendants having made a waiver of service of subpoena in equity in this cause, and entered their appearance herein for all purposes except a personal judgment, reserving that right as non-residents, and having failed to file any further pleading in said cause or set up any rights to the property involved herein, are by the Court declared to be in default, and that plaintiff is entitled to judgment herein in the sum of $1075.25, with interest thereon at the rate of 10% per annum from February 1, 1932, and to the foreclosure of the mortgage sued upon herein and the sale of the mortgaged property, the proceeds of said sale to be applied to the satisfaction of the indebtedness secured by said mortgage.

IT IS THEREFORE THE ORDER AND JUDGMENT OF THE COURT THAT plaintiff is entitled to judgment foreclosing its lien on the land described in said mortgage as follows, to-wit:

Lots Eleven and Twelve, Block Eight, Pettits Addition to Hominy, Osage County, Oklahoma,

and ordering said land sold if said judgment is not paid within six months from date of said judgment, the proceeds of sale to be applied as follows:

(1) To the cost of said sale and this suit.
(2) To the payment to plaintiff of the sum herein adjudged to be due plaintiff in its own behalf and in behalf of the heirs of John Bruce, deceased Osage Allottee, with interest as herein shown.
(3) The residue, if any there be, to be turned into this court to await the further orders of the Court.

IT IS THE FURTHER ORDER AND JUDGMENT of the Court that from and after the sale of said land the defendants, Lois Summers, Earl F. Summers and Wavie D. Davis, and all persons claiming under them since the commencement of this suit, be forever barred 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 be, United States Marshal for the Northern District of Oklahoma, and he is hereby appointed Receiver in this cause, to take charge of the above described property, collect the rents thereon until the sale thereof, and report same into this court to await the further orders of the Court.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Mar 21 1933
H. P. arfield, Clark
U. S. District Court JWR

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

United States, Plaintiff,

vs.

J. M. Ebert, First National Bank of Fairfax, a Corporation, Lewis G. Cox, Palace Trading Company, D. L. Bradford, and First State Bank of Webb City, Oklahoma, a Corporation, Defendants. No. 728 Equity

JOURNAL ENTRY OF JUDGMENT.

Now on this 21st day of March, 1933, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, Judge, the plaintiff being represented by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and it appearing to the Court that each of the above defendants except the First State Bank of Webb City, Oklahoma, which is now extinct, has been regularly served with subpoena in equity in this case more than 60 days prior to this date, and that none of said defendants has appeared, answered or demurred herein, and that an order pro confesso was taken against each of said defendants except said First State Bank of Webb City, Oklahoma, more than 30 days prior to this date, said defendants and each of them are by the Court declared to be in default.

The Court further finds that the defendants, Lewis G. Cox and D. L. Bradford, under two certain warranty deeds made, executed and delivered to them by the defendant, J. M. Ebert, the maker of the note and mortgage sued upon herein, became owners of a portion of the land covered by the mortgage herein, and assumed and agreed to pay their proportionate part of the indebtedness secured by said mortgage, and that plaintiff is entitled to judgment in its own behalf and in behalf of its said ward, against the defendant, J. M. Ebert, in the sum of $2,824.65, with interest at the rate of 7% per annum from April 1, 1932, until paid, and against the defendants Lewis G. Cox and D. L. Bradford in the amount each assumed and agreed to pay under the warranty deeds hereinbefore mentioned, with interest as above set out, and all costs of this suit. The Court further finds that plaintiff is entitled to a foreclosure of the mortgage sued upon herein, and the sale of the mortgaged property if said judgment is not paid within six months from date hereof, the proceeds of sale to be applied to the satisfaction of said judgment.

The Court further finds that the defendant, First State Bank of Webb City, Oklahoma, held a judgment against the defendant, D. L. Bradford in case No. 11663, Osage County, Oklahoma, which judgment is now dormant because execution was not issued therein as provided by law, and that said First State Bank of Webb City, Oklahoma, is now defunct and has been liquidated, and the State Bank Commissioner of Oklahoma, through its legal department, states that the judgment in said cause has been abandoned and is not a lien against the property involved herein.

IT IS THEREFORE THE ORDER AND JUDGMENT of the Court that plaintiff in its own behalf and in behalf of its said ward, do have and recover of and from the defendant, J. M. Ebert, the sum of $2,824.65, with interest at 7% per annum from April 1, 1932, until paid, and from the defendants Lewis G. Cox and D. L. Bradford in the amount each assumed and agreed to pay under the warranty deeds mentioned herein, with interest as herein set out, and all costs of this suit, and if said judgment is not paid within six months from date hereof an order of sale issue out of this court to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, without appraisement, the land covered by said mortgage and described as follows, to-wit:

Northwest Quarter (NW4) of Section Six (6); and Northwest Quarter Quarter (NW4) of Section Seven (7), all in Township Twenty-three (23), Range Four (4), Osage County, Oklahoma,

the proceeds of said sale to be applied as follows:

First - To cost of said sale and this suit.
Second - Payment of said judgment in the sum of $2824.65, with interest at 7% per annum from April 1, 1932.
Third - The payment of all unpaid taxes on said property.

Fourth-The residue, if any, to be reported into this court to await the further order of the Court.

It is further ordered that from and after the sale of said property the defendants J. M. Ebert, First National Bank of Fairfax, Lewis G. Cox, Palace Trading Company, D. L. Bradford and First State Bank of Webb City, Oklahoma, and all persons claiming under them since the commencement of this suit, are forever barred from claiming any right, title, interest, equity or estate in or to said land, or any part thereof.

It is further ordered that John H. Vickrey, United States Marshal for the Northern District of Oklahoma, be, and he is hereby appointed Receiver in this cause, to take charge of the property involved herein, collect the rents thereon until the sale thereof, and report same into this court, to be applied on the indebtedness therein as the Court may order.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Mar 21 1933
H. P. Warfield, Clerk
U. S. District Court JMR

J. G. CATLETT, Plaintiff,

-vs- No. 738 - Equity.

GEO. D. HOPE LBR. CO. CORP., Defendant.

Now on this 21st day of March, A. D. 1933, hearing is had on jurisdictional question of appointment of receiver herein. Opening statements are made. And thereafter, said hearing is continued to March 22, 1933.

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

United States, Plaintiff,

vs. No. 749 Equity

Triangle Building Company, a Corporation, Defendant.

JOURNAL ENTRY OF JUDGMENT

Now on this 21st day of March, 1933, this cause came on regularly to be heardin open court before Honorable F. E. Kennamer, Judge, the plaintiff appearing by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and it appearing to the Court that a subpoena in equity has been regularly served upon the President and Secretary of the above defendant corporation, more than 60 days prior to this date, neither of whom has made any

appearance, answered or demurred herein, and that an Order Pro Confesso has been taken against said defendant corporation more than 30 days prior hereto, it is therefore declared by the Court to be in default.

The Court further finds that plaintiff is entitled to judgment in the sum sued upon herein, and to foreclosure of the mortgage and the sale of the mortgaged premises if said judgment is not paid within six months from date hereof, the proceeds of sale to be applied to the satisfaction of said judgment.

The Court further finds that plaintiff is entitled to have a Receiver appointed in this cause, to take charge of said property, collect the rents during the pendency of this suit and report same into this court to await the further orders of the Court.

IT IS THEREFORE THE ORDER AND JUDGMENT of the Court that plaintiff, in its own behalf and in behalf of its said ward, do have and recover of and from the defendant, The Triangle Building Company, a corporation, judgment in the sum of $63,000.00, with interest at 6% per annum from May 1, 1932, together with unpaid taxes in the sum of $2542.88, with interest and penalties, and all costs of this suit, and that plaintiff have a further judgment foreclosing the mortgage covering the following described land, to-wit:

> A lot or tract of land beginning at the southwest corner of Lot Thirty-three, Block Eighty-four in the city of Pawhuska, thence sixty-two feet in a westerly direction across Osage Avenue, being the place of beginning, thence in a northerly direction along Osage Avenue one hundred and eleven feet, thence due west sixteen feet, thence in a southwesterly direction along Fi-ho-kah Avenue one hundred and nineteen feet, thence in an easterly direction along Main Street, sixty-two feet to the place of beginning,

and ordering said land sold, without appraisement at the expiration of six months from date hereof if said judgment is not paid, the proceeds of sale to be applied to the cost of sale and this suit, payment of plaintiff's judgment as set out above, and the residue, if any there be, to be paid into this court, to await the further orders of the Court, and that after said sale the defendants, Triangle Building Company, a corporation, and all persons claiming under said corporation since the commencement of this suit, are forever barred from claiming any right, title or interest in or to said property, or any part thereof.

IT IS FURTHER ORDERED that John H. Vickrey, United States Marshal for the Northern District of Oklahoma, be and he is hereby appointed Receiver in this case, to take charge of said property, collect the rents thereon until the sale thereof, and report same into this Court to await the further orders of the Court.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Mar 21 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

United States,	Plaintiff,	)
vs.		) No. 755 Equity.
Leota M. Laceyand R. R. Lacey,	Defendants.	)

JOURNAL ENTRY OF JUDGMENT.

Now on this 21st day of March, 1933, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, Judge, plaintiff being represented by A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and said defendants, Leota M. Lacey and R. R. Lacey having each been regularly served with subpoena in equity in this cause more than 60 days prior to this date, and neither of said defendants having answered or demurrer or made any appearance herein, and it being shown to the Court that an Order Pro Confesso was taken against said defendants more than 30 days prior to this date, they are by the Court declared to be in default, and that plaintiff is entitled to judgment against said defendants in the sum sued upon, and to have said mortgage foreclosed and the premises therein described sold at the expiration of six months from this date if said judgment is not paid, the proceeds of sale to be applied to the satisfaction of said judgment.

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

IT IS THEREFORE THE ORDER AND JUDGMENT OF THE COURT that the plaintiff, in its own behalf and in behalf of its said ward, have and recover of and from the defendants, Leota M. Lacey and R. R. Lacey, the sum of $10,831.60, with interest at 7% per annum from June 1, 1932, until paid, and for all costs of this suit, and if said judgment is not paid at the expiration of six months from date thereof an order of sale issue out of this court to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, without appraisement, the following described land, located in Osage County, Oklahoma, to-wit:

> NE4 of NW$; SW4 of NW4 of Section 8; NE4 of SE4 of Section 7, less one acre, Twp. 25, Range 9. S2 of NW4, N2 of SW4 and SE4 of SW4 of Section 32, Twp. 26, Range 9; S2 of NE4 and NE4 of SE4 of Section 3t, Twp. 26, Range 11. E2 of NE4 and SW4 of NE4 of Section 14; Lots 4 and 5 of Section 23, Twp. 23, Range 3,

the proceeds of said sale to be applied to the payment of the costs of said sale and this suit, plaintiff's judgment as herein set out and all unpaid taxes on the property involved herein, and the residue, if any, to be paid into this court for further order of the Court, and that after the sale of said land the defendants Leota M. Lacey and R. R. Lacey, and all persons claiming under them since the commencement of this suit, are forever barred from claiming any right, title or interest in or to said land, or any part thereof.

It is the further order of the Court that John M. Vickrey, United States Marshal, is hereby appointed Receiver in this cause, to take possession of, rent and collect the rentals from said real estate involved herein, except that portion, not to exceed 160 acres, claimed by said defendants as homestead, and that the rentals so collected by said Receiver be turned into this Court to await the further orders of the Court.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Mar 21 1933
H. P. Warfield, Clerk
U. S. District Court J'R

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

ST. LOUIS UNION TRUST COMPANY ET AL, Plaintiff,
vs. No. 841 Equity.
C. C. COLE ET AL, Defendants.

O R D E R

For good cause shown it is hereby ordered that the time to plead, demur or answer the petition in the above cause by the defendants, C. C. Cole, Audrey Rudd Cole, Exchange National Bank of Tulsa, Oklahoma and the First National Bank and Trust Company of Tulsa, Oklahoma, is hereby extended for twenty (20) days from and after the 15th day of June, 1933.

F. E. KENNAMER
Judge.

O.K. St. Louis Union Trust Company,
By VILLARD MARTIN, Its Attorneys.

O.K. C. C. Cole and Audrey Rudd Cole.
By F. B. DILLARD, Their Attorney.

O.K. Exchange National Bank of Tulsa, Oklahoma.
By JOS. C. HULL, Its Attorneys.

O.K. First National Bank and Trust Company of Tulsa, Oklahoma.
By J. I. PIPPERTON, Its Attorneys.

ENDORSED: Filed Mar 21 1933
H. P. Warfield, Clerk
U. S. District Court

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

JOHN L. GRAY, et al, Plaintiffs,
vs NO. 844 EQUITY
DEEP ROCK OIL CORPORATION, a corporation, Defendant

O R D E R

Now on this 21st day of March, 1933, this cause coming on for hearing upon the application of T. G. Logan, Trustee, to extend the time to present his claim and, it being shown to the court that a copy of the said order was served upon the Receiver herein, and the Court being fully advised in the premises, finds that the time in which T. G. Logan, Trustee may present his claim should be extended.

IT IS THEREFORE ORDERED that T. G. Logan, Trustee, be and he is hereby allowed a reasonable time from and after the final determination of the case of T. G. Logan, Trustee v. Deep Rock Oil Corporation, and all appeals finally disposed of in the State Courts of Oklahoma, in which to file his claim, if any he has.

ENDORSED: Filed Mar 21 1933
H. P. Warfield, Clerk
U. S. District Court

F. E. KENNAMER
JUDGE

THE BROWN-CRUMMER INV. CO., Plaintiff,

-vs- No. 849 - Equity.

SCHOOL DIST. NO. 20, OSAGE COUNTY, ET AL, Defendants.

Now on this 21st day of March, A. D. 1933, it is ordered by the Court that complainant be permitted to attach Ex. D. to Bill of Complaint herein.

Court adjourned until March 22, 1933.

SPECIAL MARCH 1933 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, MARCH 22, 1933

Court convened pursuant to adjournment, Wednesday, March 22, 1933.

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.

E. STEWART MATLOCK, Plaintiff,

vs. In Equity No. 565

SUPERIOR OIL CORPORATION, a corporation, et al, Defendants.

O R D E R

On this 14th day of March, 1933, upon the motion of complainant herein, and it appearing that a reorganization of the defendant, Superior Oil Corporation, has been arranged, and it further appearing that said reorganization has been approved by the District Court of Tulsa County, Oklahoma, and for other good cause,

IT IS ORDERED that the above entitled cause be and the same is hereby dismissed.

F. E. KENNAMER
U. S. District Judge

ENDORSED: Filed Mar 22 1933
H. P. Warfield, Clerk
U. S. District Court J'R

J. G. CATLETT, Plaintiff,

-vs- No. 738 - Equity.

GEO. D. HOPE LBR. CO. CORP., Defendant.

Now on this 22nd day of March, A. D. 1933, it is ordered by the Court that complainant be permitted to file supplemental bill herein for injunction and other relief. Exceptions allowed and said Bill is filed herein. And thereafter, Defendants are permitted to file response herein, which response is duly filed. And thereafter, L. F. Rooney and C. M. Gordon

are granted leave to file petition of intervention herein, which said petitions are duly filed and exceptions allowed. Thereafter, motion to modify order appoint Receiver comes on for hearing. All witnesses are sworn in open court. The Complainant introduces evidence and proof with the following witnesses: Jerome Walsh, Horace Hagan, Wm. H. Martin, J. C. Mulhall, G. A. Coakley. And thereafter, the Complainant rests. Thereafter, the Defendant introduces evidence and proof with the following witness: Wm. H. Martin. And thereafter, the Defendant rests. Thereupon, the Complaintant recalls J. C. Mulhall and J. G. Catlett to further testify. And thereafter, both sides rest. Thereupon, L. H. Rooney is sworn and examined relative to intervention of Rooney and Gordon. Closing arguments of counsel are made. It is ordered that said case be continued until March 23, 1933 for decision.

Court adjourned until March 23, 1933.

Court convened pursuant to adjournment, Thursday, March 23, 1933.

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.

John L. Gray and L. B. Riddle, Plaintiffs,

vs.

Deep Rock Oil Corporation, a corporation, Defendant.

No. 844 Equity.

O R D E R

This matter coming on to be heard on this 23rd day of March, 1933, upon application of H. N. GREIS and E. H. MOORE, Receivers, for an order approving the payment of the following:

Gasoline tax due the State of Oklahoma on account of gasoline sold prior to receivership	$19,021.13
Gasoline tax due the State of Arkansas on account of gasoline sold prior to receivership	1,249.54
Atchison, Topeka & Santa Fe Railway Company, for freight charges for hauling tank cars of Deep Rock Oil Corporation prior to receivorship,	3,065.61
Missouri, Kansas & Texas Railway Company for freight charges for hailing tank cars of Deep Rock Oil Corporation prior to receivership	9,378.39
Commissions due agents in the Oklahoma Division of Deep Rock Oil Corporation for the month of February, 1933	6,106.83

Taxes due the State of Oklahoma for the year 1933 on account of automobiles belonging to Deep Rock Oil Corporation	361.57
Settlement of the case of _____ vs. Deep Rock Oil Corporation, pending at the time of the appointment of receivers	216.67
Hales & Cassidy, to take up protested checks issued in payment for casing head gasoline purchased by Hales & Cassidy, which gasoline was taken over by the receivers	332.39
Suspense crude oil payments	3,465.64

IT IS BY THE COURT ORDERED that the action of the receivers in paying said sums be, and the same is hereby approved and ratified.

F. E. KENNAMER
Judge.

ENDORSED: Filed Mar 23 1933
H. P. Warfield, Clerk
U. S. District Court DC

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs. No. 844 Equity.

Deep Rock Oil Corporation, a corporation, Defendant.

ORDER

This matter coming on to be heard on this 23 day of March, 1933, upon application of H. N. Greis and E. H. Moore, receivers, for instructions with reference to the signing of checks drawn on banks in which the funds belonging to the receivers are deposited,

IT IS BY THE COURT ORDERED that the receivers be, and they are hereby directed to designate persons in their employ as such receivers to sign checks drawn on banks in which any funds are deposited to the credit of the receivers.

F. E. KENNAMER
Judge.

ENDORSED: Filed Mar 23 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,
vs. NO. 844 - EQUITY
Deep Rock Oil Corporation, a corporation, Defendant.

O R D E R

This matter coming on to be heard on the application of H. N. Greis and E. H. Moore, Receivers for instructions regarding the carrying of fidelity insurance on bulk agents, drivers and service station employees involving sums of One Thousand ($1,000.) Dollars and less, and the Court being fully advised in the premises,

IT IS ORDERED that the Receivers be and they are hereby directed not to insure the fidelity of bulk agents, drivers and service station employees in connection with sums of One Thousand ($1,000.) Dollars or less; that is to say, the Receivers are instructed to carry fidelity insurance of such bulk agents, drivers and service station employees for sums only in excess of One Thousand ($1,000.) Dollars.

DATED This 23 day of March, 1933.

F. E. KENNAMER
J U D G E

ENDORSED: Filed Mar 23 1933
H. P. Warfield, Clerk
U. S. District Court DC

Court adjourned until March 24, 1933.

SPECIAL MARCH 1933 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, MARCH 24, 1933

Court convened pursuant to adjournment, Friday, March 24th, 1933.

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.

UTILITIES PRODUCTION CORPORATION, a corporation, Plaintiff,
Vs. No. 560 EQUITY.
CARTER OIL COMPANY, Defendant

O R D E R

Now on this the 24th day of March, 1933, for good cause shown, it is ordered that the plaintiff be and it is hereby given an additional thirty days in which to lodge its appeal heretofore allowed by this court, and in which to lodge the transcript of the record in the

Appellate Court.

And , it is likewise ordered that the defendant on its cross appeal, be and it is hereby given and allowed the same additional time in which to lodge its appeal and transcript of the record.

WITNESS my hand as Judge,

F. E. KENNAMER
Judge.

ENDORSED: Filed Mar 24 1933
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 SUNRAY OIL CORPORATION, Defendants.)

O R D E R

On this 24th day of March, 1933, on filing and reading the petition of C. H. Wright, Receiver herein, for instructions as to the payment of franchise taxes due the State of Delaware by the Sunray Oil Corporation for the years 1930 and 1931 and thereafter as the same may become due and payable, coming on for hearing, and it appearing to the Court on the statements made and the evidence produced that the said Sunray Oil Corporation is a corporation organized under and by virtue of the laws of the State of Delaware; that the laws of the said State of Delaware provide for the payment of a franchise tax by all corporations organized under the laws of the said State and that in the event said franchise taxes are not paid or shall be in arrears for a period of two years that the charter of said corporation shall become void by operation of law; that the said Sunray Oil Corporation has numerous and sundry stockholders and that the revocation of said charter would work great injury to the holders of said stock; that the Court has heretofore ordered the Receiver to operate the said Sunray Oil Corporation and the Sunray Oil Company as going concerns and that the Receiver has so operated said companies, pursuant to the orders of this Court and has made payments on the indebtedness of said corporations in accordance with the orders of this Court; and it further appearing to the Court that the payment of said franchise taxes to the said State of Delaware would be to the best interest of the receivership estate and all parties interested therein and that the claim heretofore filed by the State of Delaware in the amount of $1,790.00 should be allowed as to the sum of $275.00 due directly from the Sunray Oil Corporation as franchise taxes to the State of Delaware for the year 1930 and that the remainder of said claim should be reported to the Court by the Receiver along with all other claims filed with him for further consideration by the Court; and it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the Receiver be and he is hereby authorized and directed to pay to the State of Delaware for the year 1930 the sum of $275.00 as franchise tax due for said year from the Sunray Oil Corporation; and it is further

ORDERED, ADJUDGED AND DECREED by the Court that the Receiver be and he is hereby authorized and directed to pay to the State of Delaware as franchise tax due from the Sunray Oil Corporation for the year 1931 the sum of $297.85 or such sum as may be found to be due and proper for said franchise tax for said year, and he is further instructed and directed to pay any

and all other further and proper franchise taxes due from the said Sunray Oil Corporation as the same may become due and payable from time to time.

Dated at Tulsa, Oklahoma, this 24th day of March, 1933.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Mar 24 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

J. FRANKLIN TAUSCH, Complainant,

vs.

SUNRAY OIL COMPANY and SUNRAY OIL CORPORATION, Defendants.

IN EQUITY NO. 684

O R D E R

Now on this 24th day of March, 1933, upon filing and reading the petition of C. H. Wright, Receiver herein for the approval by the Court of payments to The Corporation Trust Company as statutory service agent in the State of Delaware to February 14, 1934 in the sum of $100.00, coming on for hearing and it appearing to the Court upon the statements made and the evidence produced that the said Sunray Oil Corporation is a corporation duly organized under the laws of the State of Delaware; that the Receiver has been ordered to operate said Sunray Oil Corporation as a going concern and that he has so operated said corporation under the orders of the Court; that it is proper that the said item for statutory representation in the State of Delaware should be paid; and it further appearing to the Court that the charge for said service is reasonable and such as is customarily paid by like companies and that it is for the benefit of the general receivership estate and those interested therein that said fee be paid in order to avoid forfeiture of the charter of the said Sunray Oil Corporation; and it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the Receiver pay the said sum of $100.00 to The Corporation Trust Company for annual statutory representation service in Delaware to February 14, 1934, and to continue said payments from time to time as they come due unless otherwise ordered.

Dated at Tulsa, Oklahoma, this 24th day of March, 1933.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Mar 24 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

Now on this 24th day of March, 1933, C. H. Wright, Receiver of the above defendants presents to the Court his report of claims with his recommendations as to allowance, disallowance and priority thereof, together with his application that the Court fix the time within which the objections, if any, of persons filing claims against the Receivership Estate may be filed; and it appearing to the Court that the great bulk of said claims have been allowed as filed and that there will be but little controversy with reference thereto; it is, therefore,

ORDERED by the Court that the report and recommendations as to said claims made by the Receiver be filed herein; that the Receiver cause notice to be given to the respective claimants of the allowance or disallowance of said claims and priority thereof; that the time within which objection may be filed to said report and the recommendations of the Receiver as to the claims is hereby extended to the 24 day of May, 1933.

Dated this March 24th, 1933.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Mar 24 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

J. G. Catlett, Complainant)
)
vs.) NUMBER 738 EQUITY.
)
Geo. D. Hope Lumber Company, a corporation, Defendant.)

ORDER APPOINTING RECEIVERS:

This matter came on to be heard on the 24th day of March, 1933, on the motion and supplemental bill of the complainant, J. G. Catlett, and the responses thereto by the defendant corporation, F. J. Bannister and Elenor N. Hope.

Complainant appeared in person and by his attorney Charles A. Coakley; defendant, Geo. D. Hope Lumber Company appeared by its attorneys Aby & Tucker and Wm. H. Martin; F. J. Bannister, receiver appointed by the State circuit court of Cass County, Missouri, appeared in person and by his attorneys Jerome Walsh, and Hagan & Gavin, and Elenor N. Hope appeared by her attorneys Jerome Walsh and Hagan & Gavin.

Said F. J. Bannister and Elenor H. Hope, by and through their attorneys, each agreed in open court that the order heretofore made by the state district court of McIntosh

County, Oklahoma, purporting to appoint F. J. Bannister as receiver for the Hope Lumber Company and its properties and assets shall be vacated and said cause filed therein by F. J. Bannister be dismissed.

It is further agreed in open court by said F. J. Bannister and Elenor N. Hope, by their attorneys, that they will ask the Circuit Court of Cass County, Missouri, immediately to vacate the order made in said court on March 20, 1933, appointing F. J. Bannister as receiver for said corporation and its assets, and that said F. J. Bannister and Elenor N. Hope will request said Circuit Court of Cass County, Missouri, to appoint the said F. J. Bannister and Simpson Hurst as receivers for the defendant.Lumber Company and its property and assets, ancillary to this jurisdiction.

It is further agreed by said Elenor N. Hope and F. J. Bannister, by their attorneys, in open court that primary jurisdiction for the administration and handling of this receivership shall be in the Northern Federal Judicial District of the State of Oklahoma, and that the receivers appointed by this court shall be the primary receivers.

The court further finds that said defendant corporation has lumber yards, stores and real estate in various counties in the Eastern Federal Judicial District of the State of Oklahoma, and which lumber business is operated as a unit from the main office at Muskogee, Oklahoma.

It is further ordered that Jerome Walsh, Esquire, of Kansas City, Missouri, Hagan and Gavin, attorneys of Tulsa, Oklahoma, and Charles A. Coakley, Esquire, of Tulsa, Oklahoma, be and they are hereby appointed as attorneys for the receivers, to advise, counsel and otherwise render such legal assistance as the receivers may require, including representation of such receivers in all litigation pertaining to said receivership.

J. C. Mulhall of Muskogee, Oklahoma, who was heretofore appointed by this court as receiver tenders his resignation as such receiver, which is accepted by the court.

It is further agreed by all parties to this litigation that Simpson Hurst of Tulsa Oklahoma, and F. J. Bannister of Kansas City, Missouri, shall be appointed as joint receivers in all jurisdictions in which it is necessary to appoint receivers for Geo. D. Hope Lumber Company or its property and assets.

IT IS, THEREFORE, BY THE COURT, CONSIDERED, ORDERED and ADJUDGED:

(1) That Simpson Hurst of Tulsa, Oklahoma and F. J. Bannister of Kansas City, Missouri be and they are hereby appointed as joint receivers for the Geo. D. Hope Lumber Company, a corporation, and of all the property, real and personal, and of all assets of every kind and description of said corporation, including all lumberyards and all places of business and all stocks of lumber and other supplies and merchandise and choses of action, belonging to said corporation, and of all moneys, assets, books, records and files of said corporation.

(2) Said receivers, upon entering upon the performance of their duties as such under this order, shall execute a joint bond, with sureties to be approved by this court, and file the same with the clerk hereof, in the sum of $10,000 for the faithful discharge of their duties in the premises.

(3) Upon the filing of such bond said receivers shall proceed to take possession of all and singular the premises whereof they are hereby appointed receivers; they to continue to run and operate the business of the defendant corporation as the same is now operated, keeping the premises and property, both real and personal, in good condition and repair to the end that said properties may be operated efficiently and with safety to the public; they, as such receivers, to have authority to employ, pay, and discharge, from time to time, in their discretion all needful laborers, servants and agents; to purchase and pay for all needful materials and supplies; to make, from time to time, in their best discretion, all needful and proper

arrangements with other persons and corporations for the interchange of business; to prosecute and defend, without further order of this court, all existing actions by or against said company; and to defend all actions that may hereafter be brought against the said company or against themselves as such receivers by the permission of this court, and to pay the expenses of such prosecution and defense, and also the expense and disbursements of the complainant in and about the appointment of the said receivers; to use the name of the said company in the prosecution of all actions that they may find it proper or necessary in their discretion to bring, maintain or defend.

(4) As soon as may be after the said receivers have entered upon the performance of their duties, they shall make a true, full and perfect inventory of all and singular the real and personal property of every kind and description whereof they are appointed receivers and which may come into their possession, and file the same with the clerk of this court, and due notice of such filing to be given to the defendant's solicitors. Said receivers shall keep full, true and accurate accounts of all and singular their acts and doings in the premises; render and file with the clerk of this court such accounts each thirty (30) days during the operation of their receivership, and serve copies thereof upon defendant's solicitors.

(5) All moneys coming into the hands of the said receivers shall be by them deposited in one or more safe banks of deposit within the State of Oklahoma, to be approved by this court or a judge thereof, to the credit of the receivers, to be thence drawn out on their order or on the order of an agent or attorney to be by them agreed upon.

(6) The said receivers, if exercising due prudence and caution in the selection thereof, shall not be responsible for the wrongful acts of their servants and agents.

(7) The said receivers shall not in any case incur any personal or individual liabilities in the operation of the said business, or otherwise in the premises by reason of any act or thing done by them, as receivers, or by their servants, agents or attorneys, the said receivers acting in good faith and in the exercise of their best discretion.

(8) The said defendant and all persons whatsoever be and they are hereby strictly commanded and enjoined peacefully to deliver up and surrender to the said receivers all and singular the premises whereof they are hereby appointed receivers under the penalty attached by law to disobedience. And in the meantime, and until the actual taking possession of the said property by the said receivers, it is ordered that the said defendant company, its president, officers, agents and attorneys, be and they hereby are enjoined and restrained from disposing of or parting with any of the said property, real or personal, except in the payment of the necessary daily expenses of said corporation, and that the said company forthwith deposit all moneys and available balances now in its possession or control, and which may come into its possession from day to day, except what is needed for the said necessary daily expenses, in the First National Bank and Trust Company of Muskogee, Oklahoma, subject to the order of this court in this cause.

T. E. KENNAMER
UNITED STATES DISTRICT JUDGE

O.K. as to form
CHARLES A. COMPLEX
Solicitors for Complainant

HAGAN & GAVIN JEROME WALSH

ENDORSED: Filed Mar 24 1933
H. P. Warfield, Clerk
U. S. District Court

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

NORTH AMERICAN CAR CORPORATION, a corporation,	Plaintiff	
Vs		NO. 802 EQUITY
WHITE OAK CORPORATION,	Defendant	

O R D E R

For good cause shown, the SHELL PETROLEUM CORPORATION is given fifteen days (15) from this date to file with the Receiver whatever claim it now has against the White Oak Corporation.

Dated this 24th day of March, 1933.

F. E. KENNAMER
Judge.

OK GIBSON MAHEY & HOLLEMAN
Atty for Receiver

ENDORSED: Filed Mar 24 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until March 25, 1933.

SPECIAL MARCH 1933 TERM-EQUITY SESSION TULSA, OKLAHOMA SATURDAY, MARCH 25, 1933

Court convened pursuant to adjournment, Saturday, March 25th, 1933.

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. 630 Equity
L. E. (Gyp) Smith, et al,	Defendants	

ORDER APPROVING MARSHAL'S SALE

Now on this 25th day of March 1933, comes the plaintiff, the United States in its own behalf and in behalf of Harold LaSarge, restricted Osage Indian No. 2182, plaintiff, by its attorney, J. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the United States District Court for said District, on the 14 day of January, 1933 said sale being of the following described property, to-wit:

The South 40 feet of Lot 18; Lots 19 and 20, all in Block 96, original townsite of Pawhuska, Oklahoma,

And the Court having examined the proceedings of said sale by United States Marshal under said write and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objections made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder, and the return thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the Court that John H. Vickrey, United States Marshal, for the Northern District of Oklahoma, make and execute to the purchaser of said land, as shown by said return, to-wit:

Harold LaSarge, restricted Osage Indian, No. 2152,

a good and sufficient Marshal's deed for the premises so sold, restrictions against alienation of said land without the approval of the Secretary of the Interior, to be retained.

F. E. KENAMER
JUDGE

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

ENDORSED: Filed In Open Court
Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

United States, Plaintiff,
vs. No. 662 Equity
Chas. Bagwell, et al., Defendants.

ORDER APPROVING MARSHAL'S SALE

Now on this 25th day of March 1933, comes the plaintiff, the United States in its own behalf and in behalf of Rose Burkhart, restricted Osage Indian, No. 222, plaintiff, by its attorney, A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma and moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the United Sates District Court for said District, on the 14 day of January, 1933 said sale being of the following described property, to-wit:

Lot 6 in Section 30, and Block 5 and 6 in Section 31, all in Township 26, Range 3, in Osage County, Oklahoma,

And the Court having examined the proceedings of said sale by United States Marshal under said write and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objections made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder and the return thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the Court that John H. Vickrey, United States Marshal, for the Northern District of Oklahoma, make and execute to the purchaser of said land, as shown

by said return, to-wit:-

Rose Burkhart, restricted Osage Indian No. 222,

a good and sufficient Marshal's deed for the premises so sold, restrictions against alienation of said land without the approval of the Secretary of the Interior, to be retained.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed In Open Court
Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court JTR

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

United States,	Plaintiff,)	
	)	
vs.	)	No. 676 Equity
	)	
E. S. Hoss, et al,	Defendants)	

ORDER APPROVING MARSHAL'S SALE

Now on this 25th day of March 1933, comes the plaintiff, the United States in its own behalf and in behalf of Anna Morton Faust, restricted Osage allottee, No. 194, plaintiff, by its attorney, A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the United States District Court for said District, on the 14 day of January, 1933, said sale being of the following described property, to-wit:

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

And the Court having examined the proceedings of said sale by United States Marshal under said writ and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objections made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder and the return thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the Court that John H. Vickrey, United States Marshal, for the Northern District of Oklahoma, make and execute to the purchaser of said land, as shown by said return, to-wit:

Anna Morton Faust, restricted Osage Allottee No. 194,

a good and sufficient marshal's deed for the premises so sold, restrictions against alienation of said land without the approval of the Secretary of the Interior, to be retained.

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

F. E. KENNAMER
JUDGE

ENDORSED: Filed In Open Court
Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court JTR

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

United States,	Plaintiff,	)
vs.		) No. 689 Equity
J. G. Clawson, et al	Defendants	)

ORDER APPROVING MARSHAL'S SALE

Now on this 25th day of March, 1933, comes the plaintiff, the United States in its own behalf and in behalf of Jules Pappin, Osage Allottee No. 1632, plaintiff by its attorney, A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the United Sates District Court for said District, on the 18 day of January, 1933 said sale being of the following described property, to-wit:

> NW4 of Sec. 24; Ne of NE4 of Sec. 23, all in Twp. 27, Range 13, Washington County, Oklahoma, less a strip 99 feet wide across the west end of the N2 of NE4 of Sec. 23, Twp. 27, Range 13

And the Court having examined the proceedings of said sale by United States Marshal under said write and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objectinns made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder, and the return thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the Court that John H. Vickrey, United States Marshal, for the Northern District of Oklahoma, make and execute to the purchaser of said land, as shown by said return, to-wit: Jules Pappin, restricted Osage Allottee No. 1632, a good and sufficient Marshal's deed for the premises so sold, restrictions against alienation of said land without the approval of the Secretary of the Interior, to be retained.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed In Open Court
Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court JLR

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

United States, Plaintiff,
vs. No. 700 Equity
John Rector, et al, Defendants.

ORDER APPROVING MARSHAL'S SALE

Now on this 25th day of March 1933, comes the plaintiff, the United States in its own behalf and in behalf of Joseph C. Lane, Osage allottee No. 1430, plaintiff, by its attorney, A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the united Sates District Court for said District, on the 14 day of January 1933 said sale being of the following described property, to-wit:

NE¼ of NW¼; Lot 3 less 3.15 acres right-of-way of M.K.&T. Ry.; NE¼ of SE¼ less 1.42 acres right-of-way M.K.T. Ry.; Lots 3, 4 and 5 less 2.76 acres right-of-way M. K. & T. Ry. all in Section 30, Township 21, range 9, Osage County, Oklahoma.

And the Court having examined the proceedings of said sale by United States Marshal under said write and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objections made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder and the return thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the Court that John H. Vickrey, United States Marshal, for the Northern District of Oklahoma, make and execute to the purchaser of said land, as shown by said return, to-wit: Joseph C. Lane, Osage Allottee No. 1430, a good and sufficient Marshal's deed for the premises so sold, restrictions against alienation of said land without the approval of the Secretary of the Interior, to be retained.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed In Open Court
Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court JTR

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

United States, Plaintiff,
vs. No. 701 Equity
H. S. Hammond and Hazel P. Hammond, Defendants.

ORDER APPROVING MARSHAL'S SALE

Now on this 25th day of March 1933, comes the plaintiff, the United States in its own behalf and in behalf of heirs of John Bruce, deceased, restricted Osage allottee No. 820, plaintiff, by its attorney, A. E. Williams, Assistant United States Attorney for the Northern

District of Oklahoma, and moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the United Sates District Court for said District, on the 20 day of February, 1933 sale being of the following described property, to-wit:

Lots 11, 12 and 13, in Block 5, Wimberly addition to Hominy, Oklahoma.

And the Court having examined the proceedings of said sale by United States Marshal under said write and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objections made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder, and the return thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the Court that John H. Vickrey, United States Marshal, for the Northern District of Oklahoma, make and execute to the purchaser of said land, as shown by said return, to-wit: heirs of John Bruce, deceased, restricted Osage allottee No. 820 a good and sufficient Marshal's deed for the premises so sold, restrictions against alienation of said land without the approval of the Secretary of the Interior, to be retained.

F. E. KENAMER
JUDGE

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

ENDORSED: Filed In Open Court
Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court J R

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

United States, Plaintiff,)

vs. No. 709 Equity ✓

R. P. Minshaw, et al Defendants.

ORDER APPROVING MARSHAL'S SALE

Now on this 25th day of March, 1933, comes the plaintiff, the United States in its own behalf and in behalf of the heirs of John Bruce, deceased, Osage Allottee #820, plaintiff by its attorney, A. E. Williams, Assistant United States Attorney for the Northern Districtof Oklahoma, and moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the United States District Court for said District, on the 14 day of January, 1933 said sale being of the following described property, to-wit:

All of Lots 1, 2 and 3, Block 5, Wimberly Addition to Hominy, Oklahoma

And the Court having examined the proceedings of said sale by United States Marshal under said write and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objections made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder and the return thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the Court that John H. Vickrey, United States Marshal, for the Northern District of Oklahoma, make and execute to the purchaser of said land , as shown by said return, the heirs of John Bruce, deceased Osage Allottee #820 a good and sufficient Marshal's deed for the premises so sold, restrictions against alienation of said land without the approval of the Secretary of the Interior, to be retained.

F. E. KENAMER
JUDGE

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

ENDORSED: Filed In Open Court
Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court J R

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

United States,	Plaintiff,	)
vs.		) No. 710 Equity
G. R. Currey, et al	Defendants.	)

ORDER APPROVING MARSHAL'S SALE

Now on this 25th day of March 1933, comes the plaintiff, the United States in its own behalf and in behalf of Daisy Hazelbaker Roe, Osage Allottee #719, plaintiff, by its attorney A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the United Sates District Court for said District, on the 14 day of January, 1933 said sale being of the following described property, to-wit:

All of Lots 53, 54 and 55, Block 10, East Lynne Addition to Pawhuska, Oklahoma.

And the Court having examined the proceedingsof said sale by United States Marshal under said write and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objections made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder and the return thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the Court that John H. Vickrey, United States Marshal, for the Northern District of Oklahoma, make and execute to the purchaser of said land, as shown by said return, Daisy Hazelbaker, Roe, Osage Allottee #719 a good and sufficient marshal's deed for the premises so sold, restrictions against alienation of said land without the approval of the Secretary of the Interior, to be retained.

F. E. KENAMER
JUDGE

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

ENDORSED: Filed In Open Court
Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

United States, Plaintiff,)
)
vs.) No. 713 Equity.
)
Len Krause, et al, Defendants)

ORDER APPROVING MARSHAL'S SALE

Now on this 25th day of March, 1933, comes the plaintiff, the United States in its own behalf and in behalf of Charles West, Osage Allottee #152, plaintiff by its attorney, A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the United Sates District Court for said District, on the 14 day of Jan. 1933 said sale being of the following described property, to-wit: All ot lots 4 and 5, Block 52, original townsite of Fairfax, Oklahoma.

And the Court having examined the proceedings of said sale by United States Marshal under said write and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objections made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder, and the return thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the Court that John H. Vickrey, United States Marshal, for the Northern District of Oklahoma, make and execute to the purchaser of said land, as shown by said return, to Charles West, Osage Allottee #152 a good and sufficient Marshal's deed for the premises so sold, restrictions against alienation of said land without the approval of the Secretary of the Interior, to be retained.

F. E. KENAMER
JUDGE

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

ENDORSED: Filed In Open Court
Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

United States, Plaintiff,)
)
vs.) No. 714 Equity
)
Len Krause, et al, Defendants.)

ORDER APPROVING MARSHAL'S SALE

Now on this 25th day of March 1933, comes the plaintiff, the United States in its own behalf and in behalf of Anna Faust, Osage Allottee #194, plaintiff by its attorney, A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the United

Sates District Court for said District, on the14 day of Jan. 1933 said sale being of the following described property, to-wit:

Lot 14, Block 82, Fairfax, Oklahoma

And the Court having examined the proceedings ofsaid sale by United States Marshal under said write and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objections made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder, and thereturn thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the Court that John H. Vickrey, United States Marshal, for the Northern District of Oklahoma, make and execute to the purchaser of said land, as shown by said return, to Anna Faust, Osage Allottee #194 a good and sufficient Marshal's deed for the premises so sold, restrictions against alienation of said land without the approval of the Secretary of the Interior, to be retained.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed In Open Court
Mar 25 1933
H. P. Warfield, Clerk JMR

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

United States, Plaintiff,)
)
vs.) No. 723 Equity
)
Paul F. Labadie, et al Defendants.)

ORDER APPROVING MARSHAL'S SALE

Now on this 25th day of March 1933, comes the plaintiff, the United States in its own behalf and in behalf of John Thomas Baker, Osage Allottee #2136, plaintiff by its attorney, A. E. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the United Sates District Court for said District, on the 14 day of Jan. 1933 said sale being of the following described property, to-wit:

NW4 of Sec. 3; NW4 of NW4 of Sec. 11; Twp. 23, Range 11; and all of N W4 of Sec. 10, Twp. 23, Range 11 which lies north and east of the Midland Valley R. R., consisting of about 140 acres; and all of N2 of SW4 of Sec. 4, Twp. 23, Range 11 lying north of Midland Valley R. R., consisting of about 40 acres

And the Court having examined the proceedings of said sale by United States Marshal under said write and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objections made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder and the return thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the court that John H. Vickrey, United States Marshal, for the Northern District of Oklahoma, make and execute to the purchaser of said land, as shown by said return, to John Thomas Baker, Osage Allottee #2136 a good and sufficient Marshal's deed for the premises so sold, restrictions against alienation of said land without the approval of the Secretary of the Interior, to be retained.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed In Open Court
Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court JHR

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

LOUIS F. GARSMAN, Plaintiff,

vs.

OAK GAS COMPANY, et al, Defendants.

No. 796 Equity.

O R D E R

This matter came on for hearing in its regular order on the 25th day of March, 1933 upon the verified application of W. A. Davis, receiver of and for the Oak Gas Company for an order of this court approving a certain gas purchase agreement made and entered into between W. A. Davis, receiver for the Oak Gas Company herein and the Sinclair Prairie Oil Company, of Tulsa Oklahoma on the 9th day of March, 1933, and the court having examined the said contract finds that the said contract is fair and reasonable and for the best interest of the trust and should be approved.

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that the said contract be and the same is hereby approved and the said W. A. Davis, as such receiver authorized to deliver the said contract to the Sinclair Prairie Oil Company, as a binding obligation upon the said Oak Gas Company.

Dated this 25th day of March, 1933.

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

ENDORSED: Filed Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs. NO. 844 EQUITY

Deep Rock Oil Corporation, a corporation, Defendant.

O R D E R

This cause coming on to be heard on this the 25th day of March, 1933, on the application of H. N. GREIS and E. H. MOORE, Receivers, requesting instructions with reference to the payment of certain accounts and the Court being fully advised in the premises,

IT IS ORDERED That the Receivers be and they are hereby instructed to pay the following accounts to the following in the amounts set opposite their names;

S. J. Tinder, Ft. Smith, Arkansas, Agency Disbursements,	$ 197.56
H. L. Hudson, Muskogee, Oklahoma, Agency Disbursements	101.25
The Equitable Life Assurance Society, New York City, Group Ins. Premiums.	3,718.29
Sterling Refining Company, Tulsa, Okla., Casinghead Gasoline	250.13
February Gas and C. H. Gas Purchases	2,742.9[illegible]

F. E. KENNAMER
DISTRICT JUDGE.

ENDORSED: Filed Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs. No. 844 Equity

Deep Rock Oil Corporation, a corporation, Defendant.

ORDER REQUIRING SERVICE OF APPLICATIONS AND PETITIONS ON RECEIVERS OR THEIR ATTORNEYS.

It is hereby ordered that all persons who may hereafter desire to file applications or petitions in this cause shall serve two copies thereof upon the Receivers, or their attorneys, prior to the filing thereof.

Dated this 25th day of March, 1933.

F. E. KENNAMER
District Judge

ENDORSED: Filed Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,
vs. No. 844 Equity
Deep Rock Oil Corporation, a corporation, Defendant.

O R D E R

On this the 25th day of March, 1933, the Standard Gas and Electric Co mpany presented to the Court its verified proof of claim against the defendant in the sum of $9,342,642.87, whereupon

IT IS ORDERED that the said proof of claim be received and filed;

IT IS FURTHER ORDERED that any motion of the Standard Gas and Electric Company for permission to file other, further, supplemental, amendatory or additional claim be filed in the cause on or before June 15, 1933.

F. E. KENNAMER
Judge

ENDORSED: Filed Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,
vs. No. 844 Equity
Deep Rock Oil Corporation, a corporation, Defendant.

O R D E R

WHEREAS it is alleged in plaintiffs' amended bill and it is admitted in the answer of the defendant that there is an outstanding unsecured note issue of six per cent. convertible gold notes to the aggregate principal amount of ten million dollars payable by the defendant Deep Rock Oil Corporation, which notes are dated March 1, 1928, bearing interest at the rate of six per cent. per annum payable semi-annually on the first day of March and the first day of September in each year until paid, each of which notes is authenticated by the certificate of the Union Trust Company, an Illinois corporation, as trustee, as authorized by that certain trust agreement of date of March 1, 1928, between Shaffer Oil and Refining Company (now defendant Deep Rock Oil Corporation by change of name) party of the first part and Union Trust Company as trustee, party of the second part;

IT IS THEREFORE ORDERED AND ADJUDGED that the indebtedness represented by said notes, to-wit, ten million dollars plus accrued interest, be, and it is hereby, allowed as an indebtedness of the defendant Deep Rock Oil Corporation and that the holders of said notes be, and they are hereby, decreed to be unsecured creditors of said defendant, and as such entitled to participate in the distribution of its estate.

It is further ordered that all holders of saidnotes are authorized and directed to file their claims based upon said notes, together with proof of ownership thereof, with the receivers appointed by this court at their office in the Atlas Life Building in Tulsa, Oklahoma, on or before August 1, 1933; and said receivers are directed to give notice accordingly to said note holders by publication once each week for four consecutive weeks in newspapers of general circulation published at Chicago, Illinois, and Tulsa, Oklahoma.

It is further ordered that the amended bill of complaint filed in this cause on the 2nd day of March, 1933, be, and the same is hereby, sustained as a general creditors' bill.

Made and ordered entered this 25th day of March, 1933.

F. E. KENNAMER
Judge.

ENDORSED: Filed Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,
vs. No. 844 Equity
Deep Rock Oil Corporation, a corporation, Defendant.

O R D E R

This cause coming on for hearing on this the 25th day of March, 1933, upon the Application of Receivers for Instructions, in connection with repair bills upon tank cars accruing prior to the receivership, and mileage earned by tank cars prior to the receivership from various railroad companies, and the court being fully advised in the premises,

It is hereby ordered that the Receivers be, and they are, hereby instructed either to pay to the various railroads the various amounts of bills incurred for repairs to tank cars prior to the receivership, or to deduct the amounts thereof from drafts drawn upon said railroads for mileage earned by said tank cars prior to the receivership.

F. E. KENNAMER
District Judge

ENDORSED: Filed Mar 25 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until March 30, 1933

Court convened pursuant to adjournment, Thursday, March 30, 1933.

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:

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

Donald D. Burch, Plaintiff,

vs. No. 597

Baker Oil Tools, Inc., a corporation, Defendant.

ORDER ENLARGING TIME TO FILE TRANSCRIPT

For good cause shown the time within which the transcript of the record on appeal from the United States District Court for the Northern District of Oklahoma in the above case is hereby extended to and including the 30th day of May, 1933.

Denver, Colorado, March 28, 1933.

ROBT. E. LEWIS
Circuit Judge.

ENDORSED: Filed Mar 30 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs. No. 844 Equity.

Deep Rock Oil Corporation, a corporation, Defendant.

O R D E R

This cause coming on to be heard upon the application of the receivers, H. N. Greis and E. H. Moore, for instructions in connection with the claim of the Standard Gas and Electric Company and a cause or causes of action by the receivers thought to exist on behalf of the defendant against the Standard Gas and Electric Company on account of the facts alleged in the petition of the plaintiffs filed in this cause in the District Court of Tulsa County, Oklahoma, on February 28th, 1933;

And it appearing to the court from an examination of the plaintiffs' petition filed in this case in the District Court of Tulsa County, Oklahoma, on February 28th, 1933, that there exists probable causes or a cause of action in favor of the defendant against the Standard Gas and Electric Company on account of the facts therein alleged; and it further appearing that the title of said causes or cause of action is vested in the receivers aforesaid, and the court being fully advised in the premises,

IT IS HEREBY ORDERED that the receivers, H. N. Greis and E. H. Moore be, and they

are hereby authorized and directed either to institute a suit in such other court or courts as they may deem proper against the Standard Gas and Electric Company for all sums of money thought to be due the defendant from any cause whatsoever, and particularly the cause or causes growing out of the facts alleged in said petition filed by the plaintiffs in this cause in the District Court of Tulsa County, Oklahoma, on February 28th, 1933, or out of such additional facts as may be developed; or to assert such causes or cause of action in this cause by way of counterclaim to the claim herein filed by the Standard Gas and Electric Company.

Made and ordered entered on this 29th day of March, 1933.

F. E. KENNAMER
District Judge.

ENDORSED: Filed Mar 30 1933
H. P. Warfield, Clerk
U. S. District Court JTR

Court adjourned until April 1, 1933.

SPECIAL MARCH 1933 TERM-EQUITY SESSION TULSA, OKLAHOMA SATURDAY, APRIL 1, 1933

Court convened pursuant to adjournment, Saturday, April 1, 1933.

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,	
v.		No. 777 Equity
Benevolent Protective Order of Elks, No. 946, a corporation and Simon Jankowsky,	Respondents.	

JOURNAL ENTRY

Now on this the 18th day of January A. D. 1933, the respondents having filed a motion in the above entitled matter that said cause be dismissed at the cost of the respondents, and the complainant being present by the United States Attorney, and the respondents and each of them being present in person or by their attorney, and the court having heard the facts in relation to said cause and being fully advised in the premises, finds that said motion should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above entitled cause be, and the same is hereby dismissed at the cost of the respondents, and the Temporary Restraining Order issued herein is hereby dissolved.

C.A. HARRY SEATON Asst U. S. Atty F. E. KENNAMER
A. E. [illegible] Attorneys JUDGE

ENDORSED: Filed Apr 1 1933
H. P. Warfield, Clerk
U. S. District Court

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

Samuel J. T. Straus, et al,	Plaintiffs,	)
vs.		)
		) EQUITY NO. 780
Alvin Hotel, Inc., a corporation,	Defendant,	)
Robert E. Straus and Edward R. Heinsimer, as Trustees,	Interveners.	)

ORDER ALLOWING TEMPORARY COUNSEL FEES

IN THE ABOVE ENTITLED CAUSE, it appearing to the Court that A. B. Honnold is co-counsel for the Receiver, Arthur J. Devlin, of the estate of the Alvin Hotel, Inc., and that he has made application for temporary compensation for services rendered to the said estate and to said Receiver; and it further appearing to the Court that said counsel is entitled to temporary allowance for services so rendered;

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED that Arthur J. Devlin, as Receiver, be and he is hereby authorized, empowered and directed to pay out of any funds he may have on hand, the sum of $1000.00, as temporary allowance to the said A. B. Honnold, as co-counsel for the Receiver in said cause.

DONE THIS 1st day of April , 1933.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed Apr 1 1933
H. P. Warfield, Clerk
U. S. District Court JMR

Court adjourned until April 3, 1933.

Court convened pursuant to adjournment Monday, April 3rd, 1933.

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

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

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

Toledo Trust Company, et al., Plaintiffs)
)
vs.) No. 654 Equity
)
Enfisco Oil Corporation, et al., Defendants.,)

O R D E R

Now on this 3rd day of April, 1933, the above entitled cause came on for hearing upon the application of R. R. Poe, The Receiver herein, for an order and decree of this court confirming and approving his acceptance of an undivided one-half interest in the oil and gas rights in and under a certain lease covering the West Half of the Northwest Quarter of Section 36 Township 16 North, Range 12 East, in Okmulgee County, State of Oklahoma, heretofore proposed to be assigned to Enfisco Oil Corporation by Savoy Oil Company, the owner thereof under and by virtue of a certain lease dated June 16, 1915, executed by Mamie Harrison, as lessor, to Savoy Oil Company, as lessee, and approved by the Department of the Interior; and it appearing to the court that the acceptance of said assignment will be to the best interest of the estate;

IT IS THEREFORE BY THE COURT ORDERED AND DECREED that R. R. Poe, the Receiver herein, be, and he is hereby, authorized to accept the assignment of said interest in said lease and his acceptance thereof as indorsed upon the said assignment is by the court approved and confirmed.

F. E. KENNAMER
Judge.

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court

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

THE TOLEDO TRUST COMPANY and JAMES F. SCHREIDER, Trustees, and THE NATIONAL SUPPLY COMPANY OF TEXAS, a Texas corporation, Complainants,)
)
vs.) In Equity No. 654
)
ENFISCO OIL CORPORATION, THE GOODYEAR OIL COMPANY, BAILEY JONES OIL COMPANY, MAX KURZROK, TRUSTEE, STANDARD OIL COMPANY OF MARYLAND, a corporation, and SECURITY OIL COMPANY, a corporation, Defendants.)

DECREE OF FORECLOSURE

Now on this 18th day of March, 1933, the above entitled cause came on for hearing, the complainants appearing by their attorney, N. A. Gibson, the defendants Enfisco Oil Corporation, The Goodyear Oil Company and Bailey Jones Oil Company appearing by their attorney, A. Jerome Fischer, Esq., the defendant Max Kurzrok, Trustee, appearing by his attorney, J. T. Simpson Esq., the defendant Standard Oil Company of Maryland coming not, but making default; and it appearing to the court that the other defendant herein, Security Oil Company, heretofore on the

23rd day of January, 1932, filed in this court its disclaimer in the premises; and that on the 24th day of August, 1932, on application to this court an order directing service by publication to be made upon the Standard Oil Company of Maryland and Max Kurzrok, Trustee, was entered by this court, directing that they answer by October 7, 1932, and that due and proper publication of such notice was made for six consecutive weeks in the Tulsa Daily Legal News, a legal publication of the State of Oklahoma, and that the defendant Standard Oil Company of Maryland has wholly failed to appear herein or plead, answer or defend to this action; and that on the 25th day of January, 1933, more than thirty days previous to this day, an order pro confesso was duly entered as against the said Standard Oil Company of Maryland; and it further appearing that on the 7th day of October, 1932, Max Kurzrok, Trustee, one of the defendants herein filed his answer and petition in intervention; and it further appearing that on the 24th day of October, 1932 the State of Oklahoma filed its petition in intervention herein asking for judgment for gasoline excise tax and gross production tax on crude petroleum, and that said State of Oklahoma appeared herein by C. W. King, its attorney; and it further appearing that on the 12th day of February, 1932, Herman Muhlherr filed his petition in intervention herein seeking judgment for services alleged to have been rendered to the corporation prior to receivership, and that he appears herein by Frank Ingraham, his attorney; and it further appearing to the court that on the 22nd day of June, 1932, the defendants Enfisco Oil Corporation, The Goodyear Oil Company and Bailey Jones Oil Company, by authority of their Boards of Directors, filed in this court, through M. Jerome Fischer, Esq., their attorney of record, their answer admitting all of the allegations of the bill of complaint and consenting to the appointment of a receiver, and that on the 23rd day of June, 1931, R. R. Poe, Esq., was appointed Receiver of all of the properties in Oklahoma of the said Enfisco Oil Corporation, The Goodyear Oil Company and Bailey Jones Oil Company, and duly qualified by taking the oath and filing the bond required of him, and took possession and still retains possession of all of said property in Oklahoma.

And this cause having come on to be heard upon the bill of complaint herein and the answers thereto and the intervening petitions of the interveners aforesaid and upon the proofs submitted by the parties, and the court having considered the evidence and the exhibits and the files and record and all matters connected therewith, and having heard the arguments of counsel, and being fully advised in the premises, finds that all the material allegations in the bill of complaint contained are proved and that the same are true; and further, the court finds that the complainant, The National Supply Company of Texas, is the legal holder and owner of the note sued upon herein, and that there is due thereon to said complainant from the defendants, The Enfisco Oil Corporation, The Goodyear Oil Company and Bailey Jones Oil Company, inclusive of interest accrued thereon to the date of this decree, the full sum of $328,742.85, which amount said complainant is entitled to have and recover from said defendants, Enfisco Oil Corporation, The Goodyear Oil Company and Bailey Jones Oil Company, together with interest thereon at the lawful rate from the date hereof until paid; that said note is the note described in and secured by the trust deed or mortgage described in the bill of complaint herein and that the said mortgage or trust deed is a good, valid and subsisting first lien and mortgage upon all of the property described in the bill of complaint herein, subject only to the lien of the intervener, the State of Oklahoma, for the taxes hereinafter mentioned, and that the complainants are entitled to the foreclosure of said mortgage.

The court doth further find that the intervener Herman Muhlherr is not entitled to recover any sum whatsoever herein.

The court doth further find that the intervener State of Oklahoma is entitled to recover for excise tax on gasoline unpaid by Enfisco Oil Corporation prior to receivership the sum of $1453.42, and for gross production tax on crude oil due and unpaid by the Enfisco Oil Corporation prior to receivership herein the sum of $1658.82, but that the said intervener is not entitled to recover any interest or penalty thereon.

The court doth further find that the defendant and intervener Max Kurzrok, Trustee, is trustee in a certain second mortgage bearing date of October 9, 1926, executed by Enfisco Oil Corporation, The Goodyear Oil Company and Bailey Jones Oil Company, given to secure a certain note in the sum of $156,473.51, due and payable October 12, 1927, with interest at the rate of six percent. per annum from its date until paid, and that the said mortgage covered and included all of the properties covered by the first mortgage of the complainants herein, but

that it is second and inferior to the mortgage of the complainants, and that it should be foreclosed as to all of the property included therein lying within the State of Oklahoma.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that the complainants have and recover judgment against the defendants, Enfisco Oil Corporation, The Goodyear Oil Company and Bailey Jones Oil Company, upon their said note the sum of $328,742.85, with interest thereon at the rate of six percent. per annum from the date hereof until paid, and their costs in this cause duly taxed herein, and that unless the defendants or some of them shall pay or cause the same to be paid within six months from the date of the entry of this decree, that the said mortgage or trust deed described in the bill of complaint herein given to secure the same be, and the same is hereby, foreclosed as to that portion of the property described therein and in the bill of complaint herein, lying and being within the State of Oklahoma, being the property known and described as follows, to-wit:

PROPERTIES AND LANDS IN TULSA COUNTY, OKLAHOMA.

1. An undivided three-fourths (3/4) interest in an oil and gas lease covering, among other lands, the West Half of the Southeast Quarter ($W\frac{1}{2}$ of $SE\frac{1}{4}$) of Section Seventeen (17) Township Seventeen (17) North, Range Thirteen (13) East, in so far as said lease covers the Eighty (80) acres last above described, and which lease is duly recorded in the office of the County Clerk and Recorded of the said Tulsa County, in Book 206, page 68;

2. An oil and gas lease covering the East Half of the Southeast Quarter ($E\frac{1}{2}$ of $SE\frac{1}{4}$) of Section Seventeen (17) and the West Half of the Southwest Quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$) of Section Sixteen (16), Township Seventeen (17) North, Range Thirteen (13) East, containing one hundred sixty (160) acres, more or less, and which lease is duly recorded in the office of the County Clerk and Recorded of said Tulsa County, in Book 125, page 21;

3. An oil and gas lease covering, among other lands, the East Half of the Southwest Quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$) of Section Seventeen (17), Township Seventeen (17) North, Range Thirteen (13) East, in so far as said lease covers the Eighty (80) acres last above described, and which lease is duly recorded in the office of the County Clerk and Recorded of said Tulsa County, in book 217, page 169;

4. An oil and gas lease covering the Northeast Quarter ($NE\frac{1}{4}$) of Section Seventeen (17), Township Seventeen (17) North, Range Thirteen (13) East, containing One Hundred Sixty (160) acres, more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Tulsa County, in Book 180, page 82;

5. An oil and gas lease covering the Southwest Quarter ($SW\frac{1}{4}$) of Section Eighteen (18), Township Seventeen (17) North, Range Thirteen (13) East, containing One Hundred Sixty (160) acres, more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Tulsa County, in book 198, page 259;

6. An oil and gas lease covering among other lands, the South Half of the South Half of the Northeast Quarter ($S\frac{1}{2}$ of $S\frac{1}{2}$ of $NE\frac{1}{4}$) of Section Nine (9), Township Seventeen (17) North, Range Thirteen (13) East, in so far as said lease covers said Forty (40) acres last above described, and which lease is duly recorded in the office of the County Clerk and Recorder of said Tulsa County in book 216, page 8;

7. An undivided two-thirds (2/3) interest in and to an oil and gas lease covering the Southwest Quarter ($SW\frac{1}{4}$) of Section Fifteen 15, Township Sixteen (16) North, Range Thirteen (13) East, containing one hundred sixty (160) acres, more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Tulsa County in book 167, page 154;

8. An oil and gas lease covering the Southwest Quarter ($SW\frac{1}{4}$) of Section Nine (9), Township Seventeen (17) North, Range Thirteen (13) East, containing one hundred sixty (160) acres, more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Tulsa County, in book 167, page 16;

9. An oil and gas lease covering the Southeast Quarter ($SE\frac{1}{4}$) of Section Nine (9), Township Seventeen (17) north, Range Thirteen (13) East, containing One Hundred Sixty (160) acres, more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Tulsa County, in book 167, page 15;

10. The fee simple title to the following described tract of land, containing nine and 49/100 acres, more or less, to-wit:

> Beginning at the Southeast (SE) corner of the Northeast Quarter ($NE\frac{1}{4}$), of Section Seventeen (17), Township Seventeen (17) North, Range Thirteen (13) East, and running thence North along the East line of said Section Seventeen (17), a distance of Six Hundred Seventy-one (671) feet, thence South Eighty-seven (87) degrees, forty-two minutes West, a distance of Six Hundred Twenty-six (626) feet, thence South no degrees, fourteen (14) minutes East, a distance of Six Hundred Fifty-two (652) feet to the South line of the Northeast Quarter ($NE\frac{1}{4}$) of said Section Seventeen (17), thence East along said South line a distance of Six Hundred Twenty-three (623) feet to the place of beginning, together with all engines, boilers, refrigerating plants, cooling systems, buildings, pipes, fixtures, connections, oil and all property, equipment and lines connected therewith, including two (2) residences located on said land, all constituting a gasoline plant known as Posey Plant or Plant No. 1.

11. A valid and subsisting leasehold estate upon the following described tract of land containing six (6) acres, more or less, to-wit:

> A strip of land Two Hundred (200) feet wide across the North end of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty (20), Township Seventeen (17) North, Range Thirteen (13) East, containing Six (6) acres, more or less, together with all engines, boilers, refrigerating plants, cooling systems, buildings, pipes, fixtures, connections, oil, and all property, equipment and lines connected therewith, including two (2) residences located on said land, all constituting a gasoline plant known as Bixby Plant, or Plant No. 2.

12. An oil and gas lease covering the Southeast Quarter ($SE\frac{1}{4}$) of Section Thirteen (13) Township Seventeen (17) North, Range Twelve (12) East, less the East one-half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$), containing 155 acres more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Tulsa County, in book 170, page 115;

13. An oil and gas lease covering the North one-half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twelve (12), and the East one-half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Thirteen (13), Township Seventeen (17), North, Range Twelve (12) East, containing 88 acres more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Tulsa County, in book 142, page 427;

14. An oil and gas lease covering the Northeast Quarter ($NE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-one (21), Township Seventeen (17) North, Range Thirteen (13) East, containing 40 acres more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Tulsa County in book 590, page 430;

PROPERTIES AND LANDS IN OKMULGEE COUNTY, OKLAHOMA.

1. An undivided three-fourths (3/4) interest in and to an oil and gas lease covering the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-one (21), Township Fourteen (14) North, Range Fourteen (14) East, containing One Hundred Sixty (160) acres, more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Okmulgee County, in book M-130, page 64;

2. An undivided one-half (1/2) interest in and to two (2) oil and gas leases covering the

Northwest (NW) Nine and Three Hundredths (9.03) acres of Lot Four (4), and the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter (SE¼ of the NW¼ of the SE¼ of the N W¼) and the Northwest Quarter of the Southwest Quarter of the Northeast Quarter (NW¼ of the SW¼ of the NE¼) and the West Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter (W½ of the SW¼ of the SW¼ of the N E¼) of Section Six (6), Township Fourteen (14) North, Range Twelve (12) East, containing Twenty-six and one-half (26½) acres, more or less, which leases are duly recorded in the office of the County Clerk and Recorder of said Okmulgee County, one in book M-62, page 117, and the other in Book M-225, page 629;

3. An oil and gas lease covering the Southwest Quarter (SW¼) of Section thirty (30), Township Sixteen (16) North, Range Thirteen (13) East, containing 160 acres, more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Okmulgee County in book M-186, page 358;

4. An undivided one-half (1/2) interest in an oil and gas lease covering the Northeast Quarter (N E¼) of Section Two (2), Township Fifteen (15) North, Range Twelve (12) East, containing 160 acres more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Okmulgee County in book M-133, page 479;

5. An oil and gas lease covering the West one-half (W½) of the Southeast Quarter (SE¼) and the West one-half (W½) of the West one-half (W½) of the West one-half (W½) of the East one-half (E½) of the Southeast Quarter (SE¼) of Section Thirty-five (35), Township Sixteen (16) North, Range Twelve (12) East, containing 90 acres more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Okmulgee County in book M-94, page 412;

6. An undivided Seven Eighths (7/8) working interest in an oil and gas lease covering the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Three (3), Township Fifteen (15) North, Range Eleven (11) East, containing 40 acres more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Okmulgee County, in book M-226, page 161;

7. An undivided Seven-eighths (7/8) working interest in an oil and gas lease covering the East one-half (E½) of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) and the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Three (3), Township Fifteen (15) North, Range Eleven (11) East, containing 30 acres more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Okmulgee County, in book M-229, page 589;

8. An oil and gas lease covering the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Three (3), Township Fifteen (15) North, Range Eleven (11) East, containing 40 acres more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Okmulgee County, in book M-230, page 385;

9. An oil and gas lease covering the North one half (N½) of the North one half (N½) of the Northwest Quarter (NW¼) of Section Thirty (30), Township Sixteen (16) North, Range Thirteen (13) East, containing 80 acres more or less, and which lease is duly recorded in the office of the CountyClerk and Recorder of said Okmulgee County, in book M-186, page 138;

10. An oil and gas lease covering the south one half (S½) of the Northwest Quarter (NW¼) of Section Thirty (30), Township Sixteen (16) North, Range Thirteen (13) East, containing 80 acres more or less, and which lease is duly recorded in the office of the County Clerk and Recorder of said Okmulgee County, in book 352, page 163;

11. An undivided one half (1/2) interest in and to an oil and gas lease covering the Northwest (NW) 9.03 acres of Lot Four (4) and the Southeast Quarter (SE¼) of the Northwest Quarter (NE¼) of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), and the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of the

Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) and the West one half (W½) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Six (6), Township Fourteen (14) North, Range Twelve (12) East, containing 26½ acres more or less, and which lease is duly recorded in the office of the County Clerk and recorder of said Okmulgee County, in book M-62, page 117, and book M-225, page 629.

PROPERTIES AND LANDS IN WAGONER COUNTY, OKLAHOMA.

1. An undivided five-ninths (5/9) interest in and to an oil and gas lease covering, among other lands, the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Twenty-six (26), Township Seventeen (17) North, Range Fifteen (15) East, as to the forty (40) acres last above described, and which lease is duly recorded in the office of the County Clerk and Recorder of said Wagoner County, in book 95, page 74;

2. An undivided five-ninths (5/9) interest in and to an oil and gas lease covering, among other lands, the East Half of the Southeast Quarter (E½ of SE¼) of Section Twenty-three (23), Township Seventeen (17) North, Range Fifteen (15) East, as to the eighty (80) acres last above described, and which lease is duly recorded in the office of the County Clerk and Recorder of said Wagoner County, in book , page ;

3. An undivided five-ninths (5/9) interest in and to an oil and gas lease covering, among other lands, the West Half of Northwest Quarter (W½ of NW¼) of Section Twenty-five (25), Township Seventeen (17) North, Range Fifteen (15) East, as to the eighty (80) acres last above described, and which lease is duly recorded in the office of the County Clerk and Recorder of said Wagoner County, in book 109, page 22;

PROPERTIES AND LANDS IN OSAGE COUNTY, OKLAHOMA.

1. An undivided seven-sixteenths (7/16) interest in and to an oil lease covering the Southeast Quarter (SE¼) of Section Thirty-five (35), Township Twenty-seven (27) North, Range Seven (7) East, containing one hundred and sixty (160) acres, more or less, and which lease is duly of record in the office of the Osage Indian Agency, Pawhuska, Oklahoma.

2. An undivided one-fourth (1/4) interest in and to an oil lease covering the Northeast Quarter (NE¼) of Section Fourteen (14) , Township Twenty-five (25) North, Range Ten (10) East, containing one hundred sixty (160) acres, more or less, and which lease is duly recorded in the office of the Osage Indian Agency, Pawhuska, Oklahoma.

and that all said property, or so much as may be necessary, be sold in accordance with law to satisfy the amounts due under this decree, and that the complainants have leave to apply to this court at any time after the expiration of six months from the date hereof for the entry of an order of sale herein fixing time, place and terms of such sale, and that upon the making of said sale and the approval thereof by this court that the defendants and each of them be forever barred and foreclosed of all right or equity of redemption in said property. IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that as said mortgage contains a waiver of appraisement prior to any sale of the property covered thereby thereunder, no order of sale as aforesaid shall be entered herein prior to the expiration of six months from the date of the entry of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the defendant and cross-petitioner, Max Kurzrok, Trustee, have judgment againstthe Enfisco Oil Corporation, The Goodyear Oil Company and Bailey Jones Oil Company for the sum of $156,473.51, with six percent. interest thereon from October 9, 1926, till paid, and that his said second mortgage covering the property above described herein be foreclosed and the said property lying in the State of Oklahoma be sold in satisfaction of the said indebtedness, subject and inferior, however, to all ofthe claims of the complainants herein and of the State of Oklahoma for its said taxes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the intervener herein, Herman Muhlbeier, take nothing herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State of Oklahoma has a first and prior lien for its said demand for gasoline excise tax in the sum of $1453.42, and for gross production tax on crude oil in the sum of $1658.82, superior to the demand of either the complainants or defendant Max Kurzrok, Trustee, and the Receiver herein is directed to pay the same out of any funds in his hands for the protection of the property and of the liens of the complainants and of the defendant Max Kurzrok, Trustee.

It further appearing to the court that the mortgage herein foreclosed includes property lying outside of the jurisdiction of this court and in the states of Kansas and Arkansas, and securing the same items of indebtedness, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the rights of the complainants and of the defendant and cross-petitioner Max Kurzrok, Trustee, as to the properties included in the said mortgage and not lying within the State of Oklahoma and not herein ordered to be sold, are preserved with full rights in the said plaintiffs and in Max Kurzrok, Trustee, to proceed to enforce their respective mortgages in the States of Kansas and Arkansas as to the property contained and described in said mortgages situated in said respective states.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that at and upon the sale of said property in accordance with law, out of the proceeds thereof there shall be paid, first, the costs of this cause; second, the principal and interest of the note sued on by the complainants herein; third, if any sum thereafter remain, there shall be paid out of it to Max Kurzrok, Trustee, upon the second mortgage herein foreclosed, a sum sufficient to cover the judgment herein rendered in his favor; and, fourth, if there be any surplus then remaining, that it be brought into court to abide the further order of the court herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the receivership heretofore created herein of the properties described in the bill of complaint be, and the same is hereby, continued until the further order of the court herein. ALL OF WHICH IS NOW FINALLY ORDERED, ADJUDGED AND DECREED.

F. E. KENNAMER
Judge.

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court

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

J. FRANKLIN CARTER, Complainant,

vs.

SINCLAIR OIL COMPANY and SINCLAIR OIL CORPORATION, Defendants.

In Equity No. 684

ORDER PERMITTING FILING OF CLAIM

Now on this 3rd day of April, 1933, the above entitled cause came on for hearing upon the petition of United States Fidelity & Guaranty Company, of Baltimore, Maryland, for leave to file its claim against the defendants herein with the receiver, and for an order directing the Receiver to consider and report upon the same; and it appearing to the court that the prayer should be granted;

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that the United States Fidelity & Guaranty Company aforesaid be, and it is hereby, permitted to file its verified claim herein

with the receiver, and the Receiver is hereby directed and ordered within a reasonable time hereafter to report upon the same.

F. E. KENNAMER
Judge

O.K. PAUL E. GALLAGHER
Atty for Receiver

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court

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

J. FRANKLIN TAUSCH, Complainant,

vs.

SUNRAY OIL COMPANY AND SUNRAY OIL CORPORATION, Defendants.

IN EQUITY NO. 684

ORDER TO PRODUCE

NOW on this 3rd day of April, 1933, upon motion duly made, it is,

ORDERED ADJUDGED AND DECREED by the Court that C. H. Wright, Receiver for Sunray Oil Corporation, be and he is hereby directed to bring into court on the 11th day of April, 1933, at 9 o'clock A.M., of said day all original field orders issued by Sunray Oil Corporation to Shooters Torpedo Company of Tulsa, being field orders Nos. 7749, 7698, 9712, 9718, 9720, 10312, 10313, 9728, 9729, 10330 and 10331.

F. E. KENNAMER
J u d g e

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court

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

St. Louis Union Trust Company, a corporation, et al, Plaintiffs,

vs.

Dan Tankersley, et al, Defendants.

No. 797 EQUITY

O R D E R

The above cause came on for hearing this 18th day of March, 1933, on the request of the Receiver for instructions with referance to Floyd Hoss, one of the tenants in the Morningside Apartments, which is the subject of this action, the Receiver appearing in person and by counsel and the said Floyd Hoss appearing in person, and the Court being fully advised orders

That Floyd Hoss be, and is hereby, directed to pay the rent due on the apartment occupied by him on or before March 31, 1933, or vacate said apartment by that date.

F. E. KENAMER
Judge.

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court

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

W. G. Arn, Complainant,

vs.

Operators Royalty & Producing Company, a corporation, Ray M. Dunnett, Annabel Dunnett, Daniel Raymond Dunnett, James G. Cloud, Jim Cloud, Inc., a corporation, W. E. Disney, John M. Wheeler, Bob Bradshaw, First National Bank of Tulsa, a corporation, Century Petroleum Company, a Delaware corporation, Defendants.

Roy S. Randerson and L. B. Randerson, Interveners.

In Equity No. 816

ORDER GRANTING APPLICATION OF ROY S. RANDERSON AND L. B. RANDERSON TO FILE INTERVENING PETITION.

This cause coming on to be heard on the application of Roy S. Randerson and L. B. Randerson, interveners in this suit, to be made parties hereto, and the petition having been duly considered, and it appearing to the Court that the said Roy S. Randerson and L. B. Randerson claim an interest in the shares of stock of the Century Petroleum Company and Century Petroleum Corporation, the title to which appears to be one of the material issues in the above styled cause.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That Roy S. Randerson and L. B. Randerson have leave to intervene in said suit, and to that end may appear in said suit within ten days from the date of this order, in the same manner and with like effect as if named in the original bill as parties hereto.

F. E. KENAMER
Judge.

Dated at Tulsa, Oklahoma, this
3 day of April, 1933.

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court

IN THE UNITED STATES COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

L. R. KERSHAW AS RECEIVER OF THE PRODUCERS NATIONAL BANK OF TULSA, OKLAHOMA, A NATIONAL BANKING ASSOCIATION, PLAINTIFF,

vs.

S. B. RAITMAN, DEFENDANT.

No. 826 Equity

ORDER CONFIRMING SALE

NOW on this 3rd day of April, 1933, the above entitled cause came on regularly for hearing upon the motion of plaintiff for confirmation of Special Master's sale and the report of the Special Master filed herein; plaintiff appearing by his counsel of record, and after hearing the evidence offered in support of said motion and return and after examining the files and the proceedings had herein, and being fully advised in the premises, the court finds:

That pursuant to the judgment and decree of this court rendered in this cause March 11, 1933, and pursuant to the execution and order of sale issued herein in pursuance of said decree, the Special Master heretofore appointed by this court advertised and offered for sale and on the 27th day of March, 1933, sold at public outcry at the west front door of the County Court House in the City of Tulsa, Oklahoma, the following described personal property, to-wit:

Certificates in the Producers National Company of Tulsa, Oklahoma, Nos. 27, 29, 45, 46, 47, 85, 86, 93 and 113, each for the face value of $1,000.00, to the plaintiff for the sum of $400.00 each, aggregating $3,600.00;

Certificate No. 23852 calling for 100 shares of stock in Southland Royalty Company, to plaintiff for $400.00;

Certificate No. 606 calling for 10 shares of stock in Homestake Royalty Corporation, to plaintiff for $500.00;

that the Special Master's return of the sale of said properties, showing all of his acts and doings in connection therewith has been filed herein, examined by this court and found to be in compliance with the provisions of the judgment and decree of this court and the execution and order of sale issued pursuant thereto and in compliance with the laws in such cases made and provided; that said sale has in all respects been made in conformity to law and the orders of this court and hereby is declared to be legal; that the price for which said properties were sold is fair and equitable and said sale should be confirmed;.

The court further finds that subsequent to the rendition of the judgment and decree herein, there has been paid on the nine certificates in the Producers National Company sold by the Special Master, dividends aggregating $130.95, which, together with the aggregate sum of $4,500.00 for which said properties were sold by the Special Master heretofore should be credited on the judgment heretofore rendered by this court on the 11th day of March, 1933.

The court further finds that said sale has in all respects been fairly and legally conducted and that the Special Master has fully and completely performed the duties for which he was appointed in this case and should be discharged, and that his fees for acting as Special Master and conducting the sale in this case were reasonably worth the sum of $50.00, which should be allowed and taxed as part of the costs in this case.

IT IS THEREFORE ordered, adjudged and decreed by the court that the sale of the above described properties be and the same hereby is in all respects confirmed and approved and Paul Busby, the Special Master heretofore appointed by this court be and he hereby is allowed the sum of $50.00 as a reasonable compensation for his services as Special Master in this case, which the plaintiff hereby is directed to pay to said Special Master, the same to be taxed as costs in this case, and said Special Master hereby is discharged.

IT IS FURTHER ordered, adjudged and decreed by the court that the plaintiff be and he and the trust represented by him hereby are decreed to be the owner of the above described properties, and each of them, and the Special Master and all persons, firms and corporations whose proper functions it may be to transfer the title to said properties, hereby are directed to co-operate in vesting the legal and equitable title to said properties, and each of them, in L. R. Kershaw as Receiver of the Producers National Bank of Tulsa, Oklahoma, free from any claims of the defendant thereto; and execution may issue for the deficiency remaining unpaid on said judgment.

F. E. KENNAMER
Judge

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court DC

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

JOHN L. GRAY and L. B. RIDDLE, Plaintiffs,

vs. IN EQUITY No. 844

Deep Rock Oil Corporation, a corporation, Defendant.

ORDER DIRECTING SETTLEMENT OF THE CASE OF JAMES C. SMITH VS. DEEP ROCK OIL CORPORATION ET AL PENDING IN THE DISTRICT COURT OF OKMULGEE COUNTY, OKLAHOMA.

BE IT REMEMBERED that on this the 3rd day of April, 1933, the above entitled matter came on for hearing on the application for authority to settle the case of James C. Smith vs. Deep Rock Oil Corporation et al on the terms outlined in written application filed herein, and it appearing to the court that said case should be settled as prayed for herein and the court being well and sufficiently advised and having heard and considered the statement of counsel,

IT IS, THEREFORE, ORDERED AND ADJUDGED that the receivers, A. M. Greis and B. B. Moore be and they are hereby authorized to settle the case of James C. Smith vs. Deep Rock Oil Corporation, et al, being No. 14,852, pending in the District Court of Okmulgee County, Oklahoma, by paying the sum of $4000.00 plus one-half of the costs due in said case; that said receivers proceed at once to settle said cause as outlined in the application filed herein.

F. E. KENNAMER
Judge

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs.

Deep Rock Oil Corporation, a corporation, Defendant.

No. 844 Equity.

O R D E R

IT IS HEREBY ORDERED that the Receivers be, and they are hereby given permission:

(1) To amend, by interlineation, the Application of Receivers for Instructions, filed on March 28th, 1933, by changing the date appearing therein on Page 2, line 4, "March 1st, 1933" to "February 28, 1933".

(2) To amend, by interlineation, the answer and counterclaim to the claim of Standard Gas and Electric Company, as follows:

In Exhibit "C" attached to the answer and counterclaim filed herein on March 29th, 1933, by changing the date "March 26th, 1933" appearing in line 13, to "March 25th, 1933"; and by changing the date in the 4th line preceding the prayer in said Exhibit "C" from "March 1st, 1933" to "February 28, 1933".

In Exhibit "D" attached to the answer and counterclaim filed herein on March 29th, 1933, by making the last line thereof read "Made and ordered entered on this 29th day of March, 1933" instead of "this 28th day of March, 1933, and in three separate instances changing the date appearing in said Exhibit "D", "March 1st, 1933", to "February 28, 1933."

Made and ordered entered on this 3rd day of April, 1933.

F. E. KENNAMER
U. S. District Judge.

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs.

Deep Rock Oil Corporation, a corporation, Defendant.

No. 844 Equity.

ORDER AUTHORIZING RECEIVERS TO ENTER INTO A CRUDE OIL PURCHASE CONTRACT.

This cause coming on to be heard on this 3rd day of April, 1933, on the application of the receivers for an order authorizing them to enter into a crude oil purchase contract with the Philtex Oil Company covering 150,000 barrels of fresh, merchantable Oklahoma City crude oil, a copy of which contract is attached to the application filed herein on this 3rd day of April, 1933, and the court having heard the application, and being fully advised in the premises,

finds that it is necessary for the efficient continuation of the business of the Deep Rock Oil Corporation as a going concern, and for the preservation of its property and assets, and that it is to the best interests of all parties concerned that the receivers be authorized and directed to execute said contract,

IT IS HEREBY ORDERED that said receivers, H. N. Greis and E. H. Moore be, and they are hereby authorized and directed to enter into and to execute said contract.

F. E. KENAMER
District Judge.

O.K. S. B. FLYNN

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs. In Equity 844 ✓

Deep Rock Oil Corporation, Defendant.

O R D E R

IT IS HEREBY ORDERED that the Defendant Deep Rock Oil Corporation, and each and all of its officers, directors, attorneys, servants and agents forthwith deliver into the possession of H. N. Greis and E. H. Moore, as Receivers of Deep Rock Oil Corporation by appointment of this court, all corporate books and records of Deep Rock Oil Corporation and of its subsidiaries of whatsoever kind and character, including minute books, stock ledgers, transfer books and contracts performed and unperformed.

IT IS FURTHER ORDERED that such other persons, firms or corporations who may be in possession of corporate books and records of Deep Rock Oil Corporation and of its subsidiaries deliver them to said Receivers forthwith upon demand from them and presentation of certified copy of this order.

Made and ordered entered on this the 3d day of April, 1933.

F. E. KENAMER
District Judge.

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs. IN EQUITY NO. 844

Deep Rock Oil Corporation, Defendant.

O R D E R

It appearing to the Court that certain causes of action in favor of the defendant Deep Rock Oil Corporation against various persons, firms and corporations, including Standard Gas and Electric Company, Deep Rock Oil and Refining Company, H. M. Byllesby and Company, and Byllesby Engineering and Management Corporation, were in existence at the time of the appointment of the Receivers herein; and it further appearing that the title to said causes of action and the right to recover thereon are vested in H. R. Greis and E. H. Moore as Receivers herein by appointment of the Court; and the Court being fully advised in the premises

IT IS HEREBY ORDERED, so as to more perfectly evidence that the title to said causes of action and the right to recover thereon is so vested in said Receivers, that the defendant Deep Rock Oil Corporation, by it's President, or in the event that its President is absent from this district, by its Vice-President, and by its Secretary, or in the event that its Secretary is absent from this district, by an Assistant-Secretary, forthwith deliver to H. R. Greis and E. H. Moore, as Receivers of Deep Rock Oil Corporation by appointment of this Court, a good and sufficient deed of assignment of said causes of action and the right to recover thereon.

MADE AND ORDERED ENTERED on this the 3rd day of April, 1933.

F. E. KENNAMER
DISTRICT JUDGE.

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs. No. 844 Equity.

Deep Rock Oil Corporation, a corporation, Defendant.

O R D E R

This cause coming on to be heard on this the 3rd day of April, 1933, on the application of H. R. Greis and E. H. Moore, Receivers, requesting instructions with reference to the payment of certain amounts, and the Court being fully advised in the premises,

IT IS ORDERED that the Receivers be and they are hereby instructed to pay the following accounts to the following in the amounts set opposite their names;

Southwestern Bell Telephone	$ 184.00
O. S. Wilkinson (January)	146.35
O. S. Wilkinson (February)	107.93
B. L. Majewski	106.57
J. L. Gray	489.01
W. R. Francisco	102.63
B. J. Burchett	194.99
Western Union Teleg. Co.	107.57
Great Northern Ry. Co.	493.15
Illinois Central Rr. Co.	368.50
Philip Spear	315.00
Commonwealth-Edison	51.49
Commonwealth-Edison	60.71
Wisconsin Telephone Co.	168.98
Clark-Randolph Bldg., Corp.	150.28
Western Union Teleg. Co.	105.22
N. W. Bell Telep. Co.	158.70
Sundry (Suspense Oil)	287.67
Magnolia Petroleum Co.	134.93
Thompson-Hayward Chem. Co.	125.93
Dow Chemical Co.	1,156.03

F. E. KENNAMER
District Judge.

ENDORSED: Filed Apr 3 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until April 4, 1933.

SPECIAL MARCH 1933 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, APRIL 4, 1933

Court convened pursuant to adjournment, Tuesday, April 4th, 1933.

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.

Wilson Clinton, incompetent, by Cubah Clinton, his wife and next friend, and Cubah Clinton, for herself, Complainants.

-vs-

O. C. Coppedge, Federal Surety Company, a corporation., Respondents.

Creekmore Wallace, Guardian, ad litem,

No. 607 EQUITY

JUDGMENT

Now on this the 21st day of March, 1933 t is matter came on for hearing upon the response of T. L. Smith, Receiver for the Federal Surety Company to the writ of garnishment issued herein, and also upon the response of T. L. Smith to the temporary restraining order issued herein, and upon the application of the plaintiff for appointment of a receiver, and the response of T. L. Smith to said application,

And it appearing to this court that on February 14, 1931 this case was filed and process issued and served on the Federal Surety Company, and that on the 18th day of August, 1932 a decree pro confeso was issued against the Federal Surety Company and it further appearing to the court that on the 25th day of September, 1931 in a certain case then pending in the District Court of Scott County, Iowa, styled State of Iowa, ex rel John Fletcher, Attorney General vs. Federal Surety Company, an order and judgment was entered in said cause dissolving the Federal Surety Company and appointing E. W. Clark, Insurance Commissioner of the State of Iowa, as Receiver and Liquidating agent for said Federal Surety Company; and thereafter on the 10 th day of October, 1931 in a certain suit pending in the District Court of Carter County, Oklahoma styled Montgomery & Shoemaker **vs.** Federal Surety Company, T. L. Smith was appointed Receiver of the Federal Surety Company and qualified as such receiver and took into his possession the property and assets of the Federal Surety Company in the State of Oklahoma.

The Court further finds that upon the dissolution of the Federal Surety Company by the District Court of Scott County, Iowa, that all actions pending against the Federal Surety Company, including this action, abated and that the judgment herein rendered was improvidently entered, and entered at a time when said case had abated and at a time when this court had no jurisdiction to enter the same, and the court therefore finds that the writ of garnishment herein issued should be quashed; that the temporary restraining order heretofore issued should be vacated; that the application for receiver should be denied and that the judgment heretofore entered should be set aside and this case should be abated.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED BY THE COURT that the judgment in this case heretofore entered be vacated and that t is cause be abated, that the writ of garnishment herein issued should be quashed and set aside and that the temporary restraining order should be vacated and the application for a permanent injunction be denied and the application for a receiver should be denied.

R. L. WEHNER
U. S. DISTRICT JUDGE.

ENDORSED: Filed Apr 4 1933
H. P. Warfield, Clerk
U. S. District Court

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

United States,	Plaintiff,	)
vs.		) No. 690 Equity
C. J. Binning, et al.,	Defendants.	)

ORDER APPROVING MARSHAL'S SALE

Now on this 4 day of April, 1933, comes the plaintiff, the United States in its own behalf and in behalf of Mary Jane Morrison, Osage allottee No. 717, plaintiff, by its attorney, A. L. Williams, Assistant United States Attorney for the Northern District of Oklahoma, and moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the United Sates District Court for said District, on the 14 day of January, 1933, said sale

being of the following described property, to-wit:

NE¼ Section 9, Township 27, Range 11, in Osage County, Oklahoma

And the Court having examined the proceedings of said sale by United States Marshal under said writ and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objections made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder, and the return thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the Court that John H. Vickrey, United States Marshal, for the Northern District of Oklahoma, make and execute to the purchaser of said land, as shown by said return, to-wit:-

Mary Jane Morrison, Osage Allottee No. 717,

a good and sufficient Marshal's deed for the premises so sold, restrictions against alienation of said land without the approval of the Secretary of the Interior, to be retained.

F. E. KENNAMER
JUDGE

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

ENDORSED: Filed Apr 4 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until April 5, 1933.

SPECIAL MARCH 1933 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, APRIL 5, 1933

Court convened pursuant to adjournment Wednesday, April 5th, 1933.

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.

John L. Gray and L. B. Riddle, Plaintiffs,
vs. IN EQUITY NO. 644
Deep Rock Oil Corporation, Defendant.

O R D E R

Now on this 5th day of April, 1933, the above matter comes on for hearing on the application of the Receivers for instructions with reference to the case of Carl A. Dixon versus Deep Rock Oil Corporation pending in the District Court of the State of Iowa in and for Polk

County, and the Court having considered said application and being well and sufficiently advised in the premises does hereby authorize and direct the Receivers to settle the said litigation by payment to the plaintiff of the sum of Fourteen Thousand ($14,000.00) Dollars.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed Apr 5 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs.)
)
vs.) IN EQUITY NO. 844
)
Deep Rock Oil Corporation, Defendant.)

O R D E R

On this 4th day of April, 1933, it is by the Court

ORDERED that the following banks be and they are hereby designated as additional depositaries for funds in the hands of H. N. Greis and E. H. Moore, Receivers:

Fourth National Bank, Tulsa, Oklahoma,
Liberty National Bank, Oklahoma City, Oklahoma,
Farmers National Bank, Cushing, Oklahoma.

F. E. KENNAMER
J u d g e.

ENDORSED: Filed Apr 5 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until April 6, 1933.

Court convened pursuant to adjournment, Thursday, April 6th, 1933.

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

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

J. B. SUNRAY, Plaintiff,

-vs- No. 391 - Criminal.

TULSA [illegible] CO., Defendant.

Now on this 6th day of April, A. D. 1933, it is ordered by the Court that hearing on rule to show cause be, and it is hereby, taken under advisement.

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

J. FRANKLIN BAKER, Complainant

vs. IN EQUITY NO. 684

SUNRAY OIL COMPANY AND SUNRAY OIL CORPORATION, Defendants.

O R D E R

The above entitled cause coming on to be heard upon the application of Paul E. Taliaferro, one of the attorneys for C. E. Wright, Receiver herein for an order of this Court authorizing said Receiver to pay to said Applicant herein a reasonable amount as attorney's fees to apply on any allowance to be made herein and the Court being fully advised in the premises finds that said application should be granted in all respects and it is therefore,

ORDERED, ADJUDGED AND DECREED that C. E. Wright, Receiver of the defendant herein be, and he is hereby authorized and directed to pay to Paul E. Taliaferro the sum of $2500.00 as attorney's fees for services rendered to said Receiver, said allowance as aforesaid together with all other allowances heretofore made herein to apply on any final allowance to be made herein.

DATED this 6th day of April, 1933.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE

ENDORSED: Filed Apr 6 1933
E. P. Warfield, Clerk
U. S. District Court

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

J. FRANKLIN YOUNG, Complainant)
)
vs.)
) In Equity No. 684
SUNRAY OIL COMPANY AND SUNRAY OIL)
CORPORATION, Defendants.)

O R D E R

The above entitled cause coming on to be heard upon the application of Edward Howell, one of the attorneys for C. H. Wright, Receiver herein for an order of this Court authorizing said Receiver to pay to said applicant herein a reasonable amount as attorney's fees toapply on any allowance to be made herein and the Court being fully advised in the premises, finds that said application should be granted in all respects and it is therefore,

ORDERED, ADJUDGED AND DECREED that C. H. Wright, Receiver of the defendants herein be, and he is hereby authorized and directed to pay to Edward Howell the sum of $5000.00 as attorney's fees for services rendered to said Receiver, said allowance as aforesaid together with all other allowances heretofore made herein to apply on any final allowance to be made herein.

DATED this 6th day of April, 1933.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE

ENTERED: Filed Apr 6 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until April 7, 1933.

SPECIAL MARCH 1933 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, APRIL 7, 1933

Court convened pursuant to adjournment, Friday, April 7th, 1933.

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

Caroline L. Yeargain, et al, Complainants)
)
-vs-) In Equity No. 821 ✓
)
Joseph D. Yeargain, et al., Defendants)

Order requiring absent defendant to appear, plead, answer or demur.

Now on this 7th day of April, 1933, upon application of the Complainants it is ordered that the defendant, Frederick J. Patz, a resident of Lincoln, Nebraska appear, plead, answer or demur to Complainants' bill of complaint by the 5th day of May, 1933 and that a certi-

fied copy of this order be served upon said defendant, wherever found and that a certified copy thereof be forwarded to the United States Marshall for the District of Nebraska (Lincoln Division) for service.

F. E. KENNAMER
J U D G E

ENDORSED: Filed Apr 7 1933
H. P. Warfield, Clerk
U. S. District Court

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

Caroline L. Yeargain, et al., Complainants)
)
-vs-) In Equity No. 821 ✓
)
Joseph D. Yeargain, et al., Defendants)

O R D E R

On this 7th day of April, 1933, on application of the complainants it is ordered that Welch State Bank, a corporation, First National Bank of Fairland, a corporation and Bank of Grove a corporation and Charles E. Blizzard, all residents and citizens of the Northern District of Oklahoma, be made parties defendant and that complainants be permitted to amend their original bill of complaint by interlineation by inserting their names as defendants.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed Apr 7 1933
H. P. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,)
)
vs.) In Equity No. 84. ✓
)
Deep Rock Oil Corporation, a corporation, Defendant.)

O R D E R

IT IS HEREBY ORDERED that all claims heretofore or hereafter filed herein with the Clerk of this Court, and all motions, exceptions, objections or counterclaims thereto, heretofore or hereafter filed herein, be transmitted by the Clerk to the Receivers, and said Receivers are hereby directed, within the time provided by the order of this Court for the filing of claims, to file all such claims with the Clerk, together with their exceptions, objections or counterclaims thereto.

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1933 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, APRIL 7, 1933

Made and ordered entered on this the 7th day of April, 1933.

F. E. KENNAMER
District Judge

ENDORSED: Filed Apr 7 1933
H. P. Warfield, Clerk
U. S. District Court JER

Court adjourned until April 8, 1933.

SPECIAL MARCH 1933 TERM-EQUITY SESSION TULSA, OKLAHOMA SATURDAY, APRIL 8, 1933

Court convened pursuant to adjournment, Saturday, April 8th, 1933.

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

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

O R D E R

FIXING THE TIME WITHIN WHICH OWNERS OF SHARES OF PREFERRED STOCK IN THE PETROLEUM ROYALTIES COMPANY OF OKLAHOMA, A CORPORATION, WHO HAVE HERETOFORE RECEIVED SAID STOCK IN EXCHANGE FOR SHARES OF PREFERRED STOCK IN THE PETROLEUM ROYALTIES COMPANY, A TRUST, OR THEIR ASSIGNEES, ARE REQUIRED TO FILE THEIR SHARES OF CORPORATE STOCK IN THIS COURT AND PRESENT THEIR PROOF TO THE SPECIAL MASTER APPOINTED HEREIN FOR THE DETERMINATION BY SAID SPECIAL MASTER AND COURT OF THE RIGHTS OF SUCH SHAREHOLDERS OR THEIR ASSIGNEES TO BE RESTORED TO STATUS AS PREFERRED SHAREHOLDERS IN THE PETROLEUM ROYALTIES COMPANY, A TRUST.

Whereas, on the 5th day of October, 1931, this court entered its decree referring to the Honorable Paxton Howard, Special Master, the subject of the rights of preferred shareholders in the Petroleum Royalties Company of Oklahoma, a corporation, who had received such stock in exchange for shares of the preferred stock in the Petroleum Royalties Company, a trust, or their assignees, to be restored to their former status as holders of preferred shares of stock in said trust; and

Whereas, certain owners and holders of shares of preferred stock in the Petroleum Royalties Company of Oklahoma, a corporation, who have received such stock in exchange of shares of preferred stock in said trust, or their assignees, to this date have failed to present to said Master or to file in this court said shares of corporate stock, and have failed to present to said Master any proof touching the right of such shareholders to be restored to their status as

shareholders in said trust;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED by the court that all present owners and holders of shares of preferred stock in the Petroleum Royalties Company of Oklahoma, a corporation, who have heretofore received such corporate stock in exchange for shares of preferred stock in the Petroleum Royalties Company, a trust, or their assignees, shall be and are hereby required and ordered to file in this action in this court such shares of preferred stock in said corporation and to present same to Honorable Paxton Howard, Special Master, together with such evidence as such holders may desire to present, bearing upon the right of such persons to have their shares of preferred stock in said corporation exchanged for proportionate shares of said stock in said trust, and bearing upon the question of the rights of such holders of corporate stock to be restored to the status as holders of shares of preferred stock of the Petroleum Royalties Company, a trust, in lieu of their status as shareholders in said corporation, on or before the 12th day of June, 1933, and;

IT IS FURTHER ORDERED that all such persons who fail to file with this court in this action such shares of preferred stock of the Petroleum Royalties Company of Oklahoma, a corporation, and to present such shares of stock, together with the proof as aforesaid to said Special Master on or before said last named date, shall thereafter be forever barred herein from procuring or acquiring an exchange of shares of preferred stock in said Petroleum Royalties Company of Oklahoma, a corporation, for proportionate shares of preferred stock in the Petroleum Royalties Company, a trust, and shall be so barred herein from being restored to the status of holders of preferred shares in said trust.

IT IS FURTHER ORDERED that the Honorable Paxton Howard, Special Master herein, shall give written notice of this order to former owners of preferred stock in the Petroleum Royalties Company, a trust, who have heretofore exchanged their shares in said trust for preferred shares of stock in the Petroleum Royalties Company of Oklahoma, a corporation, by mailing to the last known address of said parties, a written copy hereof.

Dated this 8th day of April, 1933.

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

ENDORSED: Filed Apr 8 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until April 10, 1933.

SPECIAL MARCH 1933 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, APRIL 10, 1933

Court convened pursuant to adjournment, Monday, April 10th, 1933.

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.

William Edward Callison, Plaintiff,

vs. Equity No. 716.

T. J. Dean, Dean Novelty Company, and Southern Mills & Manufacturing Company, a corporation, Defendants.

D E C R E E

This cause came on to be heard on January 12, 1933, and the defendants T. J. Dean and Southern Mills & Manufacturing Company having each of them demurred to the evidence and testimony of plaintiff and moved this court to dismiss, and the said motion having been by the Court sustained, and the Court having now made its findings of fact and conclusions of law thereon:

IT IS ORDERED, ADJUDGED AND DECREED, That plaintiff's bill be, and the same is hereby, dismissed for want of equity, at his costs, to which plaintiff excepts and his exceptions are allowed.

Dated this 10 day of April, 1933.

F. E. KENNAMER
United States Judge.

ENDORSED: Filed Apr 10 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

William Edward Callison, Plaintiff,

vs. Equity No. 716.

T. J. Dean, Dean Novelty Company, and Southern Mills & Manufacturing Company, a corporation, Defendants.

ORDER ALLOWING APPEAL.

The petition of William Edward Callison, plaintiff in the above entitled cause, for an appeal from the decree of this Court dated April 10th, 1933, and filed and entered herein, to the United States Circuit Court of Appeals for the Tenth Circuit, is hereby granted and said appeal is allowed.

It is further ordered that bond on appeal be and the same is hereby fixed at the sum of two hundred and fifty dollars ($250.00).

It is further ordered that a certified copy of the record and proceedings upon the decree therein so rendered be transmitted to the United States Circuit Court of Appeals for the Tenth Circuit.

Dated this 10 day of April, 1933.

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

ENDORSED: Filed Apr 10 1933
H. P. Warfield, Clerk
U. S. District Court JTR

CONTINENTAL SUPPLY CO., Plaintiff,)
)
-vs-) No. 805 - Equity. ✓
)
O. O. OWENS, Defendant.)

Now on this 10th day of April, A. D. 1933, it is ordered by the Court that motion for Plaintiff for judgment on pleadings be, and it is hereby, overruled. Exception allowed. Given five (5) days to reply.

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

Caroline L. Yeargain, et al., Complainants)
)
-vs-) In Equity No. 821 ✓
)
Joseph D. Yeargain, et al., Defendants)

Now on this 10th day of April, 1933, upon application of the Complainants and a showing that due notice of the application has been given to the attorney for the defendant, First National Bank of Miami and that the Complainants are entitled to the inspection of documents sought, it is ordered that the defendant, First National Bank of Miami and its officers permit the Complainants to inspect and to make copies of the ledger sheets of said Bank showing the deposits made in said Bank by Joseph D. Yeargain from November 10th, 1926 to this date, the original deposit slips and all books and ledger sheets of every kind relating to the business transacted by Joseph D. Yeargain with said bank from November 10th, 1926 to this date, whether in the name of J. D. Yeargain, Yeargain and Yeargain or any other name and to give the attorneys for the Complainants any information in their possession which would explain entries on said ledger sheets, books and deposit slips and to permit inspection of all books and ledger sheets and deposit slips showing transactions between said bank and the defendant, Kathleen Yeargain from November 10th, 1926, to this date and also all book entries, ledger sheets and deposit slips relating to the accounts of Yeargain and Yeargain during the year, 1926.

F. E. KENNAMER
J U D G E

ENDORSED: Filed Apr 10 1933
H. P. Warfield, Clerk
U. S. District Court

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

ARTHUR D. JOHNSTON, Plaintiff,

vs.

W. C. NORRIS, doing business under the trade name of W. C. NORRIS, MANUFACTURER, Defendant.

No. 824 - Equity ✓

D I S M I S S A L

On motion duly made by plaintiff in the above entitled cause to dismiss the above entitled cause of action without prejudice, it is hereby

ORDERED, ADJUDGED and DECREED by the Court that the same is hereby dismissed without prejudice at the cost of the plaintiff.

Done in open Court this 10th day of April, 1933.

F. E. KENNAMER
J U D G E

ENDORSED: Filed Apr 10 1933
H. P. Warfield, Clerk
U. S. District Court JMR

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

CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a corporation, Plaintiff,

vs.

FELDMAN INVESTMENT COMPANY, a corporation, et al, Defendants.

NO. 839 E.

ORDER APPOINTING RECEIVER.

This matter coming on before me the undersigned, Judge of the District Court of the United States for the Northern District of Oklahoma, upon the application of the plaintiff for the appointment of a receiver, and the Court being fully advised in the premises and finding that a Receiver should be appointed;

IT IS THE ORDER OF THE COURT, that F. M. Rodolf, of Tulsa, Oklahoma, be, and hereby is, appointed Receiver of the property described in the Bill of Complaint of the plaintiff herein, and that he is empowered and instructed to take charge of said property, to rent, handle and manage the same in the most efficient manner possible. All tenants in the building on said premises are hereby instructed to pay rents to the Receiver, and said Receiver shall have the sole power and control over said property. Said Receiver shall give a bond, conditioned upon the faithful performance of his duties as such, in the amount of Three Thousand Dollars, and subject to the approval of the Clerk of this Court.

DATED, this 10 day of April, 1933.

ENDORSED: Filed Apr 10 1933
H. P. Warfield, Clerk
U. S. District Court

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

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs. No. 844 Equity.

Deep Rock Oil Corporation, a corporation, Defendant.

O R D E R

This cause coming on for hearing on this 10th day of April, 1933, upon the application of the receivers for instructions filed on this date, and the court being fully advised in the premises,

IT IS HEREBY ORDERED that the action of the Exchange National Bank in honoring the following checks issued by the Deep Rock Oil Corporation in the ordinary course of business be, and the same is, hereby approved, to-wit:

A. B. Sales	4.00
E. E. Lightner, N. T. Miller and J. H. Royster	1.00
Gale Renfro	21.03
Southwest Pipe Line Company	50.30
Sanitary Plumbing Co.	.75
Summit Drilling Company	894.62
Ideal Electric and Sporting Goods	1.81
Marion Machine, Foundry & Supply Co.	9.65
Deep Rock Oil Corporation	422.65
White Krow Oil Company	10,000.00
John Melcher	5.00
Geo. E. Zeman	17.90
I. C. Stevens and Mira Stevens	5.00
Harriet Ellen Jones	4.44
Millie Jane Berry	8.89
Security National Bank	65.00
W. B. McCown	140.00
C. S. Stewart, Linda B. Steward, C. L. Steward and Emma Stewart	85.00
Hubert H. Henderson and Sarah E. Henderson	150.00
Langdon State Bank	160.00
Citizens State Bank	150.00
Central State Bank	160.00
Citizens-Farmers National Bank	30.00
F. L. Aldridge	120.00
First National Bank	160.00
First National Bank	80.00
Citizens -Farmers National Bank	300.00
First National Bank	80.00
C. F. Coates	80.52
C.C. Bell	10.80
Southwestern Bell Telephone Co.	4.80
Southwestern Bell Telephone Co.	22.93
Southwestern Bell Telephone Co.	12.91
Southwestern Bell Telephone Co.	5.85
Southwestern Bell Telephone Co.	11.70
Southwestern Bell Telephone Co.	2.00
Rainey, Flynn, Green & Anderson	67.50
Cities Service Gas Co.	31.00

Conrad Lambert	83.37
R. J. Germain	93.61
Kemp and Nunnelee	62.42
Fritz Schultz	30.00
Russell E. Coffey	3.33
Lee T. Moody	2.00
Luther Hopkins and Guy Hopkins	20.00
William A. Luebke	3.60
Marie Murray McDonnell, Peter McDonnell and James McDonnell	18.75
W. F. Belcher and Lola E. Belcher	40.60
County Clerk of Washita County	1.35
United States National Bank	2.50
Buchel National Bank	134.00
First National Bank in Ness City	40.00
County Clerk of Ellis County	.75

IT IS FURTHER ORDERED that the receivers be directed to take credit for the expenditures upon said checks.

IT IS FURTHER ORDERED that the action of the First National Bank and Trust Company of Tulsa in honoring the following checks issued by the Deep Rock Oil Corporation in the ordinary course of business be, and the same is, hereby approved, to-wit:

John T. Seffa	3.28
Superintendent Pawnee Indian Agency	199.89
Collector of Internal Revenue	945.73
Irene Reihm	80.00
Protest fees	1.60

IT IS FURTHER ORDERED that the receivers be directed to take credit for the expenditures upon said checks.

IT IS FURTHER ORDERED that the receivers be, and they are hereby directed to pay the following claims incurred by the Deep Rock Oil Corporation prior to receivership:

Tax Collector, Columbia Co., Ark. 1932 Taxes	$ 951.86
Tax Collector, Ouachita Co., Ark. 1932 taxes	118.69
Highway Motor Company, February CDA	127.80
Mary E. Cawley	113.07
First National Bank of Indiana, Pa.	365.37
Tippett Company	943.36

Made and ordered entered on this 10th day of April, 1933.

F. E. KENNAMER
J u d g e.

ENDORSED: Filed Apr 10 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until April 11, 1933.

Court convened pursuant to adjournment, Tuesday, April 11th, 1933.

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:

J. FRANKLIN [illegible], Plaintiff,

-vs- No. 684 - Equity.

[illegible] OIL CO. ET AL., Defendants.

Now on this 11th day of April, A. D. 1933, leave is granted by the Court to Seminole & Pontotoc to file responses herein. And thereafter, hearing is had on claim of Shooters Torpedo Company. Thereafter, the following witnesses are sworn and examined by the Court: Abley, Burwell, Phillips, Hicks & Chamblin. Thereupon, after being fully advised, it is ordered by the Court that said claim be allowed in the sum of $310.00. Exception allowed. It is further ordered that Claims of Seminole & Pontotoc Counties be, and they are hereby, taken under advisement. Receiver given ten (10) days to file brief. Claimants given ten (10) days thereafter to file briefs. It is further ordered that claim of Oklahoma Tax Commission be adjudicated as per journal entry.

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

J. FRANKLIN [illegible], Complainant,

vs.

IN EQUITY NO. 684

SUNRAY OIL COMPANY, [illegible] OIL CORPORATION, Defendants.

O R D E R

Now on this 11th day of April, 1933, pursuant to assignment thereof heretofore made by the Court, came regularly on for hearing before the Court, the claim of the Oklahoma Tax Commission of the State of Oklahoma against the Sunray Oil Company heretofore filed herein for additional gross production tax upon oil produced, saved and sold by the Sunray Oil Company from the Twyford-Smith Lease in Section 10, Township 11 North, Range 3 West; Rinehart-Donovan Lease in Section 34, Township 12 North, Range 3 West; Mead Lease in Section 34, Township 12 North, Range 3 West; and the Harris Lease in Section 2, Township 11 North, Range 3 West, all in Oklahoma County, Oklahoma; said claim being for additional gross production tax upon the oil produced, saved and sold from said leases; the amount of said claim being the sum of $3166.83 with penalty in the sum of $530.66; and upon the report of the Receiver herein on claims, and upon the petition of the Receiver as to said claim praying that the said claim be allowed or disallowed by the Court as the facts and law in the matter justify; and showing to the Court that the Receiver in his report had disallowed said claim; and the Receiver appeared by his attorneys, Edward Howell and Paul A. Walkenstein, and the Oklahoma Tax Commission appeared not; and it appearing to the Court that pursuant to the order of this Court made on the 24th day of March, 1933, due and proper notice of the hearing upon said claim had been given to the Oklahoma Tax Commission, the hearing being set for this date; thereupon the Court proceeded to hear the evidence; and the Court being advised, finds that the said claim for additional gross production taxes on the oil produced from said leases, covers a period from January 1, 1931 to June 30, 1931, and that the gross production taxes properly chargeable on the oil produced therefrom and required to be paid by the Sunray Oil Company or by the Receiver for said period, have been heretofore paid thereon; and the Court

further finds that the said claim of the Oklahoma Tax Commission is not well taken and is not a proper claim against the Receivership estate; it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the claim of the Oklahoma Tax Commission filed herein for the sum of $3166.83 and a penalty of $530.66 be and the same is hereby disallowed, and the recommendation of the Receiver as to the said claim is hereby in all things sustained and approved by the Court.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE.

ENDORSED: Filed Apr 17 1933
H. P. Warfield, Clerk
U. S. District Court JTR

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

J. FRANKLIN TAUBCH, Complainant,

vs.

SUNRAY OIL COMPANY, INC SUNRAY OIL CORPORATION, Defendants.

IN EQUITY NO. 684. ✓

O R D E R

Now on this 11th day of April, 1933, the petition of intervention heretofore filed herein by the Oklahoma Tax Commission of the State of Oklahoma, which petition of intervention prays for the allowance of excise or gasoline tax in the sum of $667.16 and for the allowance of gross production tax in the sum of $1667.16 as claims against the Receivership estate of the Sunray Oil Company and as a prior lien upon the properties in the hands of the Receiver, and the answer of the Receiver to such petition of intervention, coming on regularly for hearing pursuant to regular assignment by this Court; and it appearing to the Court that pursuant to the order of this Court made on March 24, 1933, the Oklahoma Tax Commission was duly served with a copy of the order assigning the hearing upon said petition of intervention, setting up said claims, for this date; and the Receiver appearing by Edward Howell and Paul E. Taliaferro, his attorneys, and the Oklahoma Tax Commission of the State of Oklahoma appearing not by attorney or otherwise; thereupon the Court, having heard the evidence and being fully advised, finds from evidence that the Sunray Oil Company is indebted to the State of Oklahoma in the sum of $664.50 for gasoline or excise taxes and that said sum is a lien upon properties of the Receivership estate of the Sunray Oil Company prior to all other liens or claims thereon; and the Court further finds from evidence that the Sunray Oil Company is indebted to the State of Oklahoma for gross production taxes as set out in said petition of intervention of the Oklahoma Tax Commission in the sum of $1093.02, it appearing to the Court that the gross production tax upon a portion of said oil set out in said petition of intervention has been heretofore paid and leaving the balance due of the said gross production taxes set out in the petition of intervention, the sum of $1093.02; and the Court further finds that the said gross production tax is not a tax having priority of lien against the assets of the Receivership estate and that said gross production tax is a lien subject to all prior liens upon the said estate and especially subject to the mortgage liens against the Receivership estate recorded prior to the time said gross production tax lien became effective and the taxes payable; it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the said excise or gasoline tax in the sum of $664.50 claimed by the Oklahoma Tax Commission is due and owing by the Receivership estate of the Sunray Oil Company and that the same is a lien upon the Receivership estate prior

to all other liens; and the Receiver of the Sunray Oil Company, be and he is hereby ordered and directed to pay from any funds in his hands as such Receiver of Sunray Oil Company the sum of $804.50 in full of the excise or gasoline taxes claimed in the petition of intervention aforesaid and the recommendation of the Receiver that the said sum be allowed as first lien against the Receivership estate is hereby approved and sustained.

IT IS, FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the Receivership estate of the Sunray Oil Company is indebted to the State of Oklahoma for gross production taxes in the sum of $1092.02 and that the gross production taxes in the sum of $1607.16 claimed in the petition of intervention of the Oklahoma Tax Commission is in excess of the amount legally due for such gross production taxes; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the said gross production tax in the sum of $1092.02 is a lien upon the Receivership estate subject to all liens on the assets of the Receivership estate prior in time to the date of the accrual of said taxes, and that the report of the Receiver of the Sunray Oil Company allowing said claim of gross production taxes in the sum of $1092.02 but subject to the mortgage claims against said estate and to taxes and vendors liens and excise taxes having priority, be and the same is hereby approved and sustained; and the said Receiver is hereby ordered and directed to pay such gross production taxes as required by law in the sum of $1092.02 from any funds coming into his hands as Receiver of the Sunray Oil Company after the payment of all claims prior thereto as found herein.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE.

ENDORSED: Filed Apr 17 1933
H. F. Warfield, Clerk
U. S. District Court JWR

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

J. FRANKLIN SHOOK, Complainant,

vs.

SUNRAY OIL COMPANY, THE SUNRAY OIL CORPORATION, Defendants.

IN EQUITY NO. 684.

O R D E R

Now on this 11th day of April, 1933, came on regularly for hearing pursuant to assignment by the Court, the petition of C. H. Wright, Receiver of the Sunray Oil Company, with reference to the claim of the Shooters Torpedo Company filed herein against the Sunray Oil Company in the sum of $3323.49 with interest thereon from January 9, 1932 at the rate of 6% per annum, which said claim has been duly reported to the Court with recommendation that the same be disallowed; and the Shooters Torpedo Company appeared by George Reed, its attorney, and C. H. Wright, Receiver, appeared by Edward Howell and Paul E. Taliaferro, his attorneys, and thereupon the Receiver introduced his evidence as to the disallowance of said claim and the Shooters Torpedo Company introduced its evidence; and the Court being fully advised finds that the claim of Shooters Torpedo Company heretofore filed against the estate of the Sunray Oil Company in the sum of $3323.49 with interest thereon from January 9th, 1932 at the rate of 6% per annum should be disallowed, except in the sum of $310.00, and that said claim in the sum of $310.00 should be allowed with interest at 6% from April 23rd, 1930, and that the recommendation of the Receiver for the disallowance of said claim should be sustained; except as to the sum of $310.00 with interest thereon from April 23rd, 1930, at the rate of 6% per annum; it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the claim of the Shooters Torpedo Company filed herein, be and the same is hereby disallowed, except to the extent of $310.00with interest thereon from April 23rd 1930 at the rate of 6% per annum, and that in all other respects the disallowance and recommendation and action of the Receiver in connection with said claim be and the same are hereby sustained; to which order and decree of the Court the Shooters Torpedo Company excepts.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE.

O.K. as to form
GEO. "". REED JR Att y for Claimant

ENDORSED: Filed Apr 17 1933
H. P. Warfield, Clerk
U. S. District Court JWR

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs. No. 844 Equity.

Deep Rock Oil Corporation, a corporation, Defendant.

ORDER AUTHORIZING RECEIVERS TO ENTER INTO A CONTRACT WITH H. F. WILCOX OIL & GAS COMPANY.

This cause coming on to be heard on this 11th day of April, 1933, on the application of the receivers for an order, authorizing them to enter into a storage contract with H. F. Wilcox Oil & Gas Company covering 150,000 barrels of fresh, merchantable Oklahoma City crude oil to be stored in two 80,000 barrel steel tanks, a copy of which contract is attached to the application filed herein on this 11th day of April, 1933, and the court having heard the application, and being fully advised in the premises, finds that it is necessary for the efficient continuation of the business of the Deep Rock Oil Corporation as a going concern, and for the preservation of its property and assets, and that it is to the best interests of all parties concerned that the receivers be authorized and directed to execute said contract.

It is hereby ordered that said receivers, H. "". Greis and E. H. Moore be, and they are hereby authorized and directed to enter into and to execute said contract.

Made and ordered entered on this the 11th day of April, 1933.

F. E. KENNAMER
District Judge.

ENDORSED: Filed Apr 11 1933
H. P. Warfield, Clerk
U. S. District Court DC

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

John L. Gray and L. S. Riddle,	Plaintiffs,	
vs.		No. 844 Equity.
Deep Rock Oil Corporation, a corporation,	Defendant.	

ORDER AUTHORIZING RECEIVERS TO ENTER INTO A CONTRACT WITH H. F. WILCOX OIL & GAS COMPANY.

This cause coming on to be heard on this 11th day of April, 1933, on the application of the receivers for an order authorizing them to enter into a storage contract with H.F. Wilcox Oil & Gas Company covering 150,000 barrels of fresh, merchantable Oklahoma City crude oil to be stored in nine 55,000 barrel steel tanks, a copy of which contract is attached to the application filed herein on this 11th day of April, 1933, and the court having heard the application, and being fully advised in the premises, finds that it is necessary for the efficient continuation of the business of the Deep Rock Oil Corporation as a going concern, and for the preservation of its property and assets, and that it is to the best interests of all parties concerned that the receivers be authorized and directed to execute said contract.

It is hereby ordered that said receivers, H. F. Greis and A. H. Moore be, and they are hereby authorized and directed to enter into and to execute said contract.

Made and ordered entered on this the 11th day of April, 1933.

F. E. KENNAMER
District Judge

ENDORSED: Filed Apr 11 1933
H. P. Warfield, Clerk
U. S. District Court DC

UNITED STATES OF AMERICA,	Plaintiff,	
-vs-		No. 858 - Equity.
VIRGIL HATFIELD and ERNIE WADSWORTH,	Defendants.	

Now on this 11th day of April, A. D. 1933, it is ordered by the Court that the above cause be, and is hereby, settled, as per journal entry to be filed.

Court adjourned until April 12, 1933.

Court convened pursuant to adjournment, Wednesday, April 12th, 1933.

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.

Oklahoma Utilities Company, a corporation,	Plaintiff,	EQUITY NO. 806
-vs-		
City of Miminy, a municipal corporation, et al.,	Defendants.	

O R D E R

Upon application of the plaintiff, Oklahoma Utilities Company, a corporation, it is ordered that they be granted to file instanter a motion to strike the answer of the defendants.

Dated this 12th day of April, 1933.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Apr 12 1933
H. P. Warfield, Clerk
U. S. District Court

W. G. ARN,	Plaintiff,	
-vs-		No. 816 - Equity.
OPERATORS ROYALTY CO. ET AL,	Defendants.	

Now on this 12th day of April, A. D. 1933, it is ordered by the Court that motion of Operators Royalty Company to dismiss Intervening Petition of Roy Rundersen, et al, be, and it is hereby overruled. Given fifteen (15) days to answer. It is further ordered by the Court that James Sharp and International Supply Company be made additional parties defendant herein. Roy Rundersen et al, given five (5) days to file amended petition of intervention.

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

W. G. Arn,	Complainant,	
vs.		
Operators Royalty Producing Company, a corporation, Ray M. Dunnett, Mabel Dunnett, Daniel Ray M. Dunnett, James T. Cloud, Jim Cloud, Inc., a corporation, W. B. Disney, John M. Wheeler, Bob Bradshaw, First National Bank of Tulsa, a corporation, Delaware Petroleum Company, a Delaware corporation, James Sharp, International Supply Company, a corporation, et. al., Tulsa.	Defendants.	In Equity No. 816

No. 816 Equity Consld.

Roy S. Randerson and L. P. Randerson,)
Interveners.)

O R D E R

This cause coming on for further hearing upon the intervening petition of Roy S. Randerson and L. P. Anderson and it appearing to the Court that James Sharp, International Supply Company, a corporation, and G. W. Dulany are necessary parties to the issues presented by said intervening petition upon application of the said intervening petitioners, it is ordered that the said James Sharp, International Supply Company, a corporation, and G. W. Dulany be and they are hereby made parties defendant in this action and are required to plead to the issues presented by said intervening petition. It is further ordered that process and subpoena issue against the said parties requiring them to appear and plead herein, according to law.

Ordered this 12th day of April, 1933.

F. E. KENAMER
District Judge.

ENDORSED: Filed Apr 13 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until April 13, 1933.

SPECIAL MARCH 1933 PRE-EQUITY SESSION TULSA, OKLAHOMA THURSDAY, APRIL 13, 1933

Court convened pursuant to adjournment, Thursday, April 13th, 1933.

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.

T. J. Booth et al, Complainants,)
)
vs.) No. 663 Equity
)
Cosden Investment Company, a cor-
poration, et Al, Defendants.)

O R D E R

This matter coming on for hearing upon the application of Paul E. Taliaferro, Receiver of Petroleum Royalties Company, a Trust Estate, for services rendered as such Receiver, and the Court having considered said application and the evidence offered by said Receiver in support thereof, is of the opinion that there should be allowed to said Paul E. Taliaferro, the sum of $500.00 as a partial allowance upon his fee earned in said cause as such Receiver;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said Paul E. Taliaferro be and he is hereby allowed the sum of $500.00 as a partial allowance upon his fee for services rendered said Petroleum Royalties Company, a Trust Estate.

Dated this 13th day of April, A. D. 1933.

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

ENDORSED: Filed Apr 13 1933
H. P. Warfield, Clerk
U. S. District Court

W. G. ARN, Plaintiff,

vs No. 816 - Equity.

OPERATORS ROYALTY CO. ET AL, Defendants.

Now on this 13th day of April, A. D. 1933, it is ordered by the Court that motion of W. G. Dulaney Jr. to quash service be, and it is hereby, sustained. It is further ordered by the Court that motion to vacate Restraining Order as to Century Petroleum and Operators Royalty and Producing Company be, and it is hereby, sustained. Exception allowed. Plaintiff given five (5) days to plead or ten (10) days to answer, petition of intervention of Roy Henderson et al.

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

W. G. Arn, et al., Complainants,

-vs- No. 816 Equity.

The Operators Royalty and Producing Company, et al, Respondents.

O R D E R

Now on this, the 13th day of April, 1933, came on for further hearing the motion of James R. Sharp to dissolve the temporary restraining order heretofore issued restraining the defendants, The Operators Royalty and Producing Company and The Century Petroleum Corporation and its officers from transferring on the records of the corporation certain certificates of shares of stock and after hearing said motion and the court being advised in the premises finds that said motion should be sustained and said temporary restraining order dissolved for the reason that the said Operators Royalty and Producing Co., and Century Petroleum Corporation announced in open court that it did not intend to and would not strike any transfer of said stock on the books of the corporation of said temporary restraining order was vacated unless required to do so by order of court; and for the further reason that the said Sharp claiming to have purchased said stock is now a party to this suit and said stock and defendant are under the jurisdiction of this court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that for the reasons herein assigned said restraining order heretofore issued is hereby vacated and set aside.

O.K. F. A. KIRKPATRICK Attorney for Complainants F. E. KENNAMER District Judge
ROBERT LOWRY Attorney for Century Petroleum Corp.
and Operators Royalty & Producing Co.

FILED: Filed Apr 15 1933
H. P. Warfield, Clerk, U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs.

Deep Rock Oil Corporation, Defendant.

IN EQUITY NO. 644

O R D E R

The Court having made an order in this cause on April 11, 1933 authorizing the Receivers to execute a certain contract with H. F. Wilcox Oil & Gas Company with reference to certain crude oil located in Section 32, Township 18 North, Range 5 East, Payne County, Oklahoma, a copy of the proposed contract being attached to the Receivers' Application for said order and it appearing to the Court that before execution it was necessary to change said contract by changing in Line 5 of Paragraph "1" the figures "39" to the figures "38" and by changing in Line 4 of Paragraph "2" the figures "39" to the figures "38" and by substituting for the first two lines on Page "2" the following:- "agrees to run into the tanks all such oil as it may produce in the Oklahoma City field in excess of 100,000 barrels per month until such time as this contract is completed, provided, however, that the "RECEIVERS" shall not be required to hold available to the "COMPANY" any storage not filled within 60 days from the date hereof".

NOW, THEREFORE, On application made in that behalf,

IT IS ORDERED that said contract as changed is approved and confirmed and H. N. GREIS and E. H. MOORE as Receivers herein are authorized to execute and deliver the same.

DATED This 13th day of April, 1933.

F. E. KENAMER
DISTRICT JUDGE.

ENDORSED: Filed Apr 13 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until April 14, 1933.

SPECIAL MARCH 1933 TERM-EQUITY DOCKET TULSA, OKLAHOMA FRIDAY, APRIL 14, 1933

Court convened pursuant to adjournment, Friday, April 14th, 1933.

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

Thereupon, the following proceedings were had [illegible]:

UNITED STATES OF AMERICA, Plaintiff,

-vs- No. 488 Equity.

RALPH HUGHES, CO. TREASURER of OTTAWA COUNTY, Defendant.

Now on this 14th day of April, A. D. 1953, it is ordered by the Court that petition for rehearing be, and it is hereby, taken under advisement. United States given ten (10) days to file brief. Defendant given ten (10) days thereafter to file.

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

DONALD D. BURCH, Plaintiff,

vs. No. 597 - EQUITY

BAKER OIL TOOLS, INC., Defendant.

ORDER ALLOWING APPEAL

On this 14th day of April, 1953, it appearing that the plaintiff, Donald D. Burch, has filed herein his petition for appeal and assignment of errors, and has applied to the court for the allowance of such appeal.

IT IS ORDERED, that the appeal of plaintiff, Donald D. Burch, from the final decree of this court heretofore entered on January 21st, 1953, be, and the same is hereby, allowed.

AND IT IS FURTHER ORDERED, that said plaintiff give bond herein in the sum of $200.00.

R. C. [illegible]
District Judge

ENTERED: Filed April 14 1953
J. P. Penfield, Clerk
U. S. District Court

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

North American Car Corporation, a corporation, Plaintiff,

vs. No. 808 In Equity

[illegible], a corporation, Defendant.

ORDER GRANTING LEAVE TO FILE CLAIM [illegible]

Now on this 14th day of April, 1953, upon application of the Texas & Pacific Railway Company for leave to file its creditor's claim against the above named defendant and the receiver thereof out of time, and it appearing to the court that the delay in the filing of such claim was due to stipulation between the attorneys for said railway company and said receiver, and for good cause shown,

IT IS ORDERED that the Texas & Pacific Railway Company be, and the same is hereby granted leave to file said claim with said receiver out of time and within five (5) days hereafter, and said receiver is hereby directed that upon the filing of such claim within said five days hereafter same will be considered as filed within time.

F. E. [illegible]
United States District Judge.

O.K.: [illegible]
Attorneys for said Receiver.

ENDORSED: Filed Apr 1[illegible] 1933
[illegible] Warfield, Clerk
U. S. District Court [illegible]

Court adjourned until April 15, 1933.

SPECIAL MARCH 1933 TERM-EQUITY SESSION TULSA, OKLAHOMA SATURDAY, APRIL 15, 1933

Court convened pursuant to adjournment, Saturday, April 15th, 1933.

Present: Hon. F. E. Kennamer, Judge, U. S. Dist. Court.
[illegible] Warfield, Clerk, U. S. District Court.

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

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

T. J. BOOTH, et al.,	Complainants,	
vs.		No. 663 Equity ✓
Greer Investment Co., et al,	Respondents.	

O R D E R

Now on this April 15, 1933, comes on to be heard the application of Paxton Howard, Special Master herein, for an additional payment for his services herein as such Special Master, and the Court being fully advised in the premises finds that the said Paxton Howard is entitled to receive an additional payment at this time for such services and that the Receiver herein should be ordered to pay to Paxton Howard out of the funds under his control the sum of Two Hundred and Fifty Dollars as such additional payment.

It is therefore Ordered, adjudged and decreed that the Special Master herein, Paxton Howard, be allowed an additional payment for his services herein in the sum of Two Hundred and Fifty Dollars, and the Receiver, Paul Taliaferro, is directed to make such payment out of the funds herein under his control.

ENDORSED: Filed Apr 1[illegible] 1933
[illegible] Warfield, Clerk
U. S. District Court [illegible]

[illegible]
Judge.

Court adjourned until April 17, 1933.

Court convened pursuant to adjournment, Monday, April 17th, 1933.

Present: Hon. [illegible] 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

H. C. Speer & Sons Company, et al., Complainant,

vs.

City of Shidler, a municipal corporation, et al., Respondents,

Supreme Lodge Knights of Pythias, Board of County Commissioners of McCurtain County, Fidelity and Deposit Company of Maryland, C. Edgar Honnold, Bank of Maiden Rock, Wisconsin, Bangor State Bank of Bangor, Wisconsin, I. S. MacNichol & Company, Oshkosh, Wisconsin, Lopeer Savings Bank, Security Benefit Association, and The Maccabees, Intervenors.

NO. 254 Equity

O R D E R

Pursuant to the decree of this Court, the City Treasurer of respondent, City of Shidler, has transmitted to the Registry of this Court the sum of $10,000.00 and on or before the 15th day of July, 1933, will transmit to the Registry of this Court the remaining monies in the sinking fund of the respondent municipality, and

It appearing to the Court that the $10,000.00 now in the Registry of this Court should be distributed among the coupon holders of the 6% water works bond issue of the respondent municipality.

IT IS HEREBY ORDERED that the holders of unpaid interest coupons of the 6% waterworks bond issue of the City of Shidler, numbered 1 to 3, inclusive, present the same for payment, to themselves or Rainey, Flynn, Green and Anderson, attorneys, to the Clerk of this Court, and the Clerk is ordered to pay all of said coupons numbered 1 to 3, except coupons No. 1 of bonds numbered 1 to 80, both inclusive, which have already been paid by respondent municipality, and except seven of coupons No. 3 attached to bonds numbered 6 to 13, both inclusive, owned by intervenor, C. Edgar Honnold; to Rainey, Flynn, Green & Anderson, attorneys the said intervenor having agreed to present the same to the Court Clerk to be retained by him until the treasurer of respondent municipality transmits its additional funds to the Registry of this Court.

F. E. KENNAMER
JUDGE

ENTERED: Filed Apr 17 1933
H. P. Warfield, Clerk
U. S. District Court

[illegible]

[illegible] MARCH 1933 [illegible] [illegible], OKLAHOMA [illegible], [illegible] 17, 1933

[illegible] THE UNITED STATES IN AND FOR THE [illegible]
DISTRICT OF OKLAHOMA.

J. [illegible], Complainant,)
)
vs. IN EQUITY NO. 684
)
[illegible] OIL COMPANY [illegible] OIL
CORPORATION, Defendants.)

O R D E R

Upon filing the petition of C. H. Wright, for authority to execute as Receiver of Sunray Oil Company a contract with J. E. Dickson in the blocking of certain acreage for a test well in Township 11, North, Range 1 East, in Oklahoma County, Oklahoma and to make assignments of the leases described therein to John E. Dickson belonging to the Receivership estate and upon hearing the evidence of the Receiver in connection therewith, the Court finds that the Receivership estate is the owner of considerable leasehold acreage in said [illegible] and that the same is unmortgaged; that a test well upon said block of acreage would determine whether the said territory is liable to produce oil or gas in paying quantities, and would to considerable extent prove the value thereof as well as the necessity of the Receivers in estate, [illegible] the rentals thereon as an asset of the Receivership estate; that the Receivership estate is not in financial condition to [illegible] to be drilled a test well upon its acreage [illegible] is usual and customary in blocking leases for [illegible] well that a portion of the acreage [illegible] said territory, shall be [illegible] to the person causing said test well [illegible] drilled in order that he may [illegible] thereof and [illegible] the value of said leases described in said contract [illegible] described in said contract [illegible] would be a small contri[illegible] well [illegible] would be of great benefit to the Receivership estate; it is, therefore,

ORDERED, ADJUDGED, AND DECREED by the Court that C. H. Wright, Receiver of Sunray Oil Company, be and he is hereby authorized and instructed to execute the original of the contract with J. E. Dickson, a copy of which is attached to the petition filed herein and that the Receiver be and he is hereby authorized and directed to execute good and sufficient assignments of said leases as provided in said contract and upon the terms stated therein; it is, further,

ORDERED, ADJUDGED, AND DECREED by the Court that the Sunray Oil Company through its proper officers, joining [illegible] assignments of said leases with the Receiver or execute separate assignments to therefor, as provided in said contract.

Dated at [illegible], Oklahoma, this 17th day of April, 1933.

[illegible]
UNITED STATES DISTRICT JUDGE.

ENDORSED: Filed Apr 17 1933
[illegible], Clerk
U. S. District Court, [illegible]

* * * *

IN THE [illegible] OF THE UNITED STATES [illegible] DISTRICT OF OKLAHOMA

[illegible] Oak Corporation, a corporation, Plaintiff,

vs.

No. [illegible] Equity.

White Oak Corporation, a corporation, Defendant.

ORDER APPROVING RECEIVER'S REPORTS AND DIRECTING SUITS TO BE BROUGHT BY RECEIVER

This matter coming on for hearing this 14th day of April, 1933, on Receiver's Report No. One and Receiver's Report No. Two, heretofore filed, and the court, after hearing said reports and being fully advised in the premises, finds that said reports and each of them, should be approved and it is accordingly ordered, adjudged and decreed as follows:

(1) That Receiver's Report No. One and Receiver's Report No. Two, heretofore filed, be and the same are hereby approved.

(2) That the Receiver is directed to institute the following suits and proceedings if after full, thorough and complete investigation he believes that it would be to the best interest of the estate and all concerned to institute the same, to-wit:

(a) Suit against the Sterling Refining Company, a corporation, for the approximate sum of $5081.60, involving the matters set forth in subdivision A of paragraph four of Receiver's Report No. 1 and referred to in paragraph one of Receiver's Report No. 2.

(b) Suit against B. F. Green in the approximate sum of $146.10, involving a part of the matters set forth in subdivision D of paragraph four of Receiver's Report No. One and referred to in paragraph four of Receiver's Report No. Two.

(c) Suit against L. W. Pratt to recover the approximate sum of $3386.34, involving the matters set forth in paragraph eight of Receiver's Report No Two.

(d) Suit against Sterling Refining Company and/or Refiners Production Company to recover the value of the use of automobiles by said company belonging to the White Oak Corporation or to recover the loss sustained by said White Oak Corporation by reason of said companies, or either of them, using said cars, as set forth in paragraph twelve of Receiver's Report No. Two.

(3) That the receiver is hereby directed to defend the various suits and proceedings in which the White Oak Corporation is a defendant or respondent in the name of the White Oak Corporation, but said receiver is not to become a party to said suits or proceedings, or either of them, unless such proceedings are described in paragraph five of Receiver's Report No. One and in paragraph fourteen of Receiver's Report No. Two.

(4) That the sale by the receiver of automobiles, trucks, etc., and expenses incurred by him, as shown by said reports, are each and all hereby approved.

(5) That the receiver may hereafter from time to time apply for other and further instructions as in his judgment he may deem necessary or proper.

R. L. WILLIAMS
U. S. District Judge.

[illegible]: Filed Apr 17 1933
R. P. Warfield, Clerk
By [illegible] Clerk

DISTRICT OF OKLAHOMA

FILED IN OPEN COURT TULSA, OKLAHOMA MONDAY, APRIL 17, 1933

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

John L. Gray and L. V. Riddle, Plaintiffs,

vs. No. 844 Equity.

Deep Rock Oil Corporation, a corporation, Defendant.

O R D E R

This cause coming on to be heard on this 17th day of April, 1933, on the application of W. V. Greis and L. H. Moore, as receivers, requesting instructions with reference to the payment of certain amounts incurred before receivership, and the Court being fully advised in the premises,

IT IS ORDERED that the receivers be, and they are hereby instructed to pay the following accounts in the amounts set opposite their names, to-wit:

Cushing Refining and Gasoline Company (gasoline)	301.19
Home Pipe Line Company (gas)	1,082.60
Cushing Water Works (water)	1.50
Cushing Water Works (water)	1,174.65
Oklahoma Power & Water Company (gas)	765.50

Made and ordered entered on this 17th day of April, 1933.

W. H. [illegible]
Judge

ENDORSED: Filed Apr 17, 1933
W. B. Warfield, Clerk
U. S. District Court

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

John L. Gray and L. V. Riddle, Plaintiffs,

vs. No. 844 Equity.

Deep Rock Oil Corporation, a corporation, Defendant.

ORDER AUTHORIZING SALE OF CERTAIN PERSONAL PROPERTY.

This cause coming on to be heard on this 17th day of April, 1933, upon the application of the receivers filed herein for instructions with reference to the sale of certain personal property belonging to said estate, and the Court being fully advised in the premises, the Receivers are authorized and directed to sell said equipment described in said application to the Texas Company, for the consideration of the sum of $2,000.00.

Made and entered of record this 17th day of April, 1933.

[illegible] Judge.

ENDORSED: Filed Apr 17 1933
W. B. Warfield, Clerk
U. S. District Court

[illegible] until [illegible], 1933.

Court convened pursuant to adjournment, Tuesday, April 16th, 1953.

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

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

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

J. BRUCE BASSO, Complainant,

vs.

MURRAY OIL COMPANY AND MURRAY OIL CORPORATION, Defendants.

IN EQUITY NO. 664 ✓

O R D E R

Now on this 16th day of April, 1953, the petition of C. T. Wright, Receiver, herein was presented to the Court together with the written consent of the First National Bank & Trust Company, Tulsa, Oklahoma, Trustee, for the sale of certain producing royalty properties located in Carter County, Hughes County, Pontotoc County, and Seminole County, State of Oklahoma; and thereupon, the Court having heard the evidence and being fully advised, finds that the properties hereinafter described, as shown and enumerated in the schedule of properties attached to and made a part of the petition to sell said properties, are located in Carter County, Hughes County, Pontotoc County, and Seminole County, State of Oklahoma, and that the major portion thereof as to the number of acres of royalty interest owned are located in Pontotoc County, State of Oklahoma; that said properties with two exceptions are but small properties and are being constantly depleted in the natural course of events, and that the returns therefrom have been and will in the future constantly decrease; that the sale of said properties at their fair and reasonable value at this time and the payment of amount of the receipts therefrom, less the expense of sale, upon the first mortgage indebtedness thereon will be for the best interest of the receivership estate; that the First National Bank & Trust Company, Tulsa, Oklahoma, as Trustee, has a first mortgage upon said royalty interests and that there are no other liens or incumbrances thereon; that the said Trustee upon investigation has consented in writing to the sale of said property and that notice to said Trustee is sufficient notice herein; that the receivership estate has received and bid for said royalty property in the sum of $25,000.00 as is, therefore,

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

(1) To cause said property to be sold for not less than two-thirds of the appraised value as fixed by ... Sale, L. T. Miller and J. D. Forbes are hereby designated and appointed by the Court to make the appraisement of said property and return the same to the Court.

(2) To sell at Public Sale for cash, free and clear of liens and ... as the following described property of the receivership estate, to-wit:

...

...

McCall	Lot 12, Sec. 8, and NE¼ NE¼ & Lot 4, & S½ NW¼ & Lot 5, & W½ W½ NE¼ & NW¼ SE¼ & SW¼ NE¼ & NE¼ NW¼ & Lot 6, & W½ SW¼ Sec. 17, & Lot 8, Sec. 18, all in Twp. 5N. Rge. 8E,	Pontotoc	Oklahoma	107.28
Butler	SW¼ SE¼ Sec. 16, & E½ E½ NE¼ Sec. 20, & NE¼ NW¼ & W½ SW¼ NW¼ & NW¼ SW¼ NE¼ & N½ SE¼ NE¼ & SE¼ SW¼ NW¼ & S½ NW¼ NW¼ & S½ NW¼ & E½ NE¼ SE¼ & W½ W½ SW¼ Sec. 21, all in Twp. 5N, Rge 8 E	Pontotoc	Oklahoma	43.50
Webb	N½ SW¼ Sec. 20, Twp. 5N, Rge. 8 E	Pontotoc	Oklahoma	40
Wilmott	W½ NW¼ SW¼ & SE¼ NW¼ SW¼ Sec. 33, Twp. 8 N, Rge. 8E,	Seminole	Oklahoma	7.50
Brown, Ruth	NE¼ SE¼ & E½ NW¼ SE¼ Sec. 20, Twp. 8 N. Rge. 8 E,	Seminole	Oklahoma	15
Brown, J. W.	W½ NW¼ SE¼ & SW¼ SE¼ Sec. 29, Twp. 8 N. Rge. 8E,	Seminole	Oklahoma	20
Brooks	Lot 4 and SE¼ SW¼ Sec. 19, Twp. 1S, Rge. 5 W,	Stephens	Oklahoma	55.53
Cox	E½ SW¼ SW¼ & W½ NW¼ SW¼ SE¼ & W½ NW¼ SW¼ SW¼ & W½ SE¼ Sec. 31, Twp. 10N, Rge. 6E.	Seminole	Oklahoma	80
		TOTALS	-	$321.794

(3) That the Receiver herein be and he is hereby directed to advertise said sale for at least four weeks in some newspaper in general circulation in Pontotoc County, State of Oklahoma, stating the terms of said sale and the time and place at which the same shall be sold, which place shall be at the Court House of Pontotoc County, State of Oklahoma.

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

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

(6) That the Okmar Oil Company being the Company in which the title to the above property vested will join with the Receiver in executing and delivering instruments of conveyance of said property to the purchaser.

(7) After the sale of said properties and confirmation thereof by this Court, the defendants herein, The First National Bank & Trust Company, Tulsa, Oklahoma, trustee, and all other persons interested in the Receivership estate shall be and they are hereby forever and perpetually enjoined from claiming and asserting by suit or otherwise any lien, claim, title or interest in and to the said property or any part thereof and the said defendants, their successors and assigns, shall be forever barred from all liens, claims, right, equity or title of any kind in and to said properties or any part thereof.

Dated at Tulsa, Oklahoma, this 18th day of April, 1933.

ENDORSED: Filed Apr 18 1933
W. P. Barfield, Clerk
U. S. District Court

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE

Court adjourned until April 19, 1933.

Court convened pursuant to adjournment, Wednesday, April 19, 1933.

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

J. FRANKLIN CARSON, COMPLAINANT,

vs.

IN EQUITY NO. 684

SUNRAY OIL COMPANY AND SUNRAY OIL CORPORATION, DEFENDANTS.

O R D E R

Now on this 19th day of April, 1933 upon the petition of C. B. Wright, Receiver for authority to advance in the completion of a shallow oil well already commenced upon acreage adjacent to leaseholds belonging to the receivership estate in Starr County, Texas the sum of $980.00, and the Court having considered the said petition and the evidence introduced thereon and being fully advised in the premises finds:

That rentals upon acreage of said receivership estate amounting to approximately the sum of $400.00 will be payable in the latter part of April, 1933 and that the said rentals must be paid in order to protect that portion of the receivership estate in Starr County, Texas; that the deep test on the adjoining acreage has not been completed; that a shallow well to a sand encountered in the deep test at approximately 1,000 feet has been commenced on acreage adjacent to acreage belonging to the receivership estate and that said shallow well has not yet been completed, and that it will require the sum of approximately $980.00 to complete the same; that the advancement of said $980.00 required to complete said shallow test will relieve the receivership estate of the necessity of paying rentals aforesaid and will demonstrate to a certain extent the productiveness of the said shallow sand and thereby benefit the receivership estate and that the receivership estate will be refunded and repaid the said sum of $980.00 by the Great Plains Oil and Gas Company with 6% interest thereon under the proposal of the Great Plains Oil and Gas Company with reference thereto presented to the Court: and the Court finds that the development of the said property of the receivership estate and the advancement of said $980.00 under aforesaid conditions would be of benefit to said receivership estate, and it is therefore,

ORDERED, ADJUDGED AND DECREED by the Court that C. B. Wright, Receiver of Sunray Oil Company be, and he is hereby authorized to advance to the Great Plains Oil and Gas Company the sum of $980.00 to be used solely in the completion of the said shallow test well above referred to, the Great Plains Oil and Gas Company to agree to repay the said $980.00 with interest at 6% within four months of date hereof and to procure a waiver or provide for the payment of all rentals upon all acreage of the said receivership estate in Starr County, Texas, which will become due in the latter part of April and the first part of May, 1933.

DATED THIS 19th DAY OF APRIL, 1933.

F. E. KENNAMER
U. S. DISTRICT JUDGE

APPROVED: Filed Apr 19 1933
N. P. Warfield, Clerk
U. S. District Court

[illegible] DISTRICT OF OKLAHOMA

[illegible] SESSION [illegible], OKLAHOMA [illegible], [illegible], 1933

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

John L. Gray and L. B. Riddle, Plaintiffs,)

vs. No. 844 Equity. ✓

Deep Rock Oil Corporation, a corporation, Defendant.)

ORDER [illegible] APRIL 5th, 1933, [illegible] DEEP ROCK OIL CORPORATION.

ORDERED that the order heretofore entered in this cause on the 5th day of April, 1933, authorizing and directing the receivers to settle the case of Carl A. Dixon v. Deep Rock Oil Corporation, pending in the District Court of the State of Iowa in and for Polk County, be, and the same is hereby set aside and held for naught.

Made and ordered entered on this 19th day of April, 1933.

[illegible]
Judge

ENDORSED: Filed Apr 19 1933
H. P. Marfield, Clerk
U. S. District Court

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

John L. Gray and L. B. Riddle, Plaintiffs,)

vs. No. [illegible] Equity. ✓

Deep Rock Oil Corporation, a corporation, Defendant.)

ORDER [illegible] CARL A. DIXON VS. DEEP ROCK OIL CORPORATION.

This cause coming on to be heard on this 19th day of April, 1933, upon the application of the receivers for instructions with reference to the settlement of the case of Carl A. Dixon v. Deep Rock Oil Corporation, pending in the District Court of the State of Iowa in and for Polk County, filed in this cause on April 5th, 1933, and the court being fully advised in the premises, hereby advises the receivers that the above entitled cause [illegible] by the [illegible] Fourteen Thousand ($14,000.00) [illegible] further appearance [illegible] Carl A. Dixon is [illegible] Iowa, [illegible] proceed [illegible], and has attached [illegible] Deep Rock Oil [illegible] Iowa, [illegible] receivers [illegible] of sufficient [illegible]; [illegible] it is to the best [illegible] Dixon v. Deep Rock Oil Corporation be settled by the payment [illegible] ,000.00) Dollars;

IT IS [illegible] that the receivers of this court, [illegible] Bernard L. Majewski [illegible] receivers [illegible] District Court of the State of Iowa [illegible]

[illegible]

SPECIAL MARCH 1933 TERM-EQUITY [illegible] TULSA, OKLAHOMA [illegible], APRIL 1[illegible], 1933

John L. [illegible] and L. [illegible] v. Deep Rock Oil Corporation, to apply [illegible] appointment for [illegible] directing them to pay to said Carl A. Dickson in settlement of his cause the sum of Fourteen Thousand ($14,000.00) Dollars.

Made and ordered entered on this 19th day of April, 1933.

F. E. KENHAMER
J u d g e.

ENDORSED: Filed Apr 19 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until April 21, 1933.

SPECIAL MARCH 1933 TERM-EQUITY [illegible] TULSA, OKLAHOMA FRIDAY, APRIL 21, 1933

Court convened pursuant to adjournment, Friday, April 21, 1933.

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

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

IN [illegible] DISTRICT COURT IN [illegible] DISTRICT
OF OKLAHOMA

J. FRANKLIN [illegible], Complainant,

Vs.

[illegible] OIL COMPANY [illegible] OIL CORPORATION, Defendants.

IN [illegible] NO. 684

O R D E R

Now on this 21 day of April, 1933, the above entitled matter [illegible] for hearing on motion of the Receiver for an extension of time within which to prepare and serve briefs as to the claims of the Counties of Pontotoc and Seminole, State of Oklahoma [illegible] above entitled matter heard by this Court on the [illegible] day of April, 1933, and the Court being fully advised find [illegible] to file briefs in regard to the claims of said Pontotoc and Seminole Counties should be granted and, it is therefore:

ORDERED, [illegible] DECREED by the Court that the Receiver be [illegible] hereby granted an extension of 10 days within which to prepare and serve briefs with counsel for Seminole and Pontotoc Counties, State of Oklahoma, on their said claims.

F. E. KENHAMER
United States District Judge

ENDORSED: Filed in Open Court
[illegible] 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until April 22, 1933.

Court convened pursuant to adjournment, Saturday, April 22nd, 1933.

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 WITHIN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA.

THE [illegible] CORPORATION, a corporation,	Plaintiff,	No. 856 Equity
vs.		
A. L. WAIT and MARY D. WAIT,	Defendants.	

O R D E R

NOW on this 22nd day of April, 1933, before F. E. Kennamer, Judge of this court, comes on for hearing the oral application of plaintiff for leave to have the United States Marshall correct the return on the subpoena in this action in so far as the defendant, A. L. Wait is concerned. The court being fully advised finds that proper service has been had on the defendant but that the return has been improperly made.

IT IS THEREFORE ORDERED that the return on said subpoena be corrected so as to speak the truth.

F. E. KENNAMER
Judge

ENDORSED: Filed Apr 22 1933
H. P. Warfield, Clerk
U. S. District Court

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

THE [illegible] CORPORATION, A Corporation,	Plaintiff,	No. 865 E.
vs.		
[illegible] and TROY [illegible],	Defendants.	

ORDER APPOINTING RECEIVER.

This matter coming on for hearing before me, the undersigned, Judge of the U. S. District Court, on this 22nd day of April, 1933, the plaintiff appearing in person and by its [illegible], upon the [illegible] for the appointment of a receiver, and after due and proper notice had been served upon each of the defendants;

The Court being fully advised in the premises [illegible] that a receiver should be forthwith appointed to the immediate possession of the following described real estate, to-wit:

Lot Eighteen (18) in Block One (1) of [illegible] Heights Addition to the [illegible], Oklahoma, according to the recorded plat thereof.

[illegible] like [illegible] order of this [illegible]

DISTRICT OF [illegible]

[illegible] 1933 [illegible] [illegible], [illegible] [illegible], [illegible] 22, 1933

[illegible], [illegible], by the Court ORDERED and ADJUDGED and DECREED that Mabelle Higgins be and is hereby appointed by the Court as receiver of the above described real estate and it is further ordered that he take immediate possession of said premises and that this appointment shall become effective upon the said Mabelle Higgins filing a bond in the amount of $1,000.00, to be approved by this Court.

[illegible]
JUDGE

[illegible]: Filed Apr 27 1933
[illegible] Warfield, Clerk
U. S. District Court DC

Court adjourned until April [illegible], 1933.

[illegible] 1933 [illegible] [illegible], [illegible], [illegible], 1933

Court convened [illegible] to adjournment, [illegible], April [illegible], 1933.

Present: [illegible] Kennamer, Judge, U. S. [illegible] Court.
[illegible] Warfield, Clerk, U. S. District Court.

[illegible], the following proceedings were had and entered, to-wit:

[illegible]

[illegible], a corporation, as Trustee, Plaintiff, No. 7[illegible] - [illegible]

vs.

[illegible], et al., Defendants.

O R D E R

[illegible] April, 1933, upon the petition of [illegible] Burke, Receiver in the above entitled cause, [illegible] approval of a proposed [illegible] lease on Rooms 538, 539, 540, [illegible] in the Court Arcade Building in the City [illegible], [illegible], to the National Life [illegible] Insurance Company, [illegible], a corporation, [illegible] that such proposed lease is [illegible] the best interest [illegible],

[illegible] proposed lease [illegible] to the Court upon said petition [illegible] declared [illegible] [illegible] corporation [illegible].

[illegible]

DISTRICT OF [illegible]
[illegible] TULSA, [illegible] [illegible], APRIL 24, 1933

OVERED, [illegible] DECREED as follows, viz:

1. That James [illegible]. Kurn and John G. Lonsdale be, and they hereby are, appointed in the above-entitled cause In Equity No. 867 Receivers of all and singular the railroads, rolling stock, franchises, rights, interests, property and premises of every kind and description real, personal and mixed and wheresoever situate, within the jurisdiction of this Court, belonging to the defendant, St. Louis-San Francisco Railway Company, and subject to the lien of its Prior Lien Mortgage, dated July 1, 1916 (said Central Hanover Bank and Trust Company, as Corporate Trustee thereunder, to retain possession and control as in said Prior Lien Mortgage provided, of the stocks, bonds, securities and other property, including cash, held by said Central Hanover Bank and Trust Company, as Corporate Trustee thereunder, or for its account), and of the rents, issues and profits thereof, with the usual powers of receivers in such cases and with full power and authority to take possession of the lines of railroad, rolling stock and other property, real, personal and mixed, and wheresoever situate, within the jurisdiction of this Court, subject to the lien of said Prior Lien Mortgage (subject, however, to the right of said Central Hanover Bank and Trust Company, as Corporate Trustee thereunder, as aforesaid), and to operate the same and to collect and receive the income and tolls thereof and to apply the same under the order or decree of this Honorable Court.

2. That said causes entitled "Hobbs Western Company, plaintiff, vs. St. Louis-San Francisco Railway Company, defendant, In Equity No. 801" and "Central Hanover Bank and Trust Company and Daniel M. Catlin, as Trustees under the Prior Lien Mortgage of St. Louis-San Francisco Railway Company, dated July 1, 1916, plaintiffs vs. St. Louis-San Francisco Railway Company defendant, In Equity No. 867" be, and said causes are hereby consolidated and shall hereafter proceed under the title of "Central Hanover Bank and Trust Company and Daniel M. Catlin, as Trustees under the Prior Lien Mortgage of St. Louis-San Francisco Railway Company, dated July 1, 1916, plaintiffs, vs. St. Louis-San Francisco Railway Company, defendant, In Equity No. 867, Consolidated Cause."

3. Except as hereinafter otherwise provided by order or orders of this Court, each and all orders and decrees hereafter entered in the Consolidated Cause created by this order be, and each and all of said orders and decrees are hereby made effective in said cause entitled "Hobbs Western Company, plaintiff, vs. St. Louis-San Francisco Railway Company, defendant, In Equity No. 801" and in said cause entitled "Central Hanover Bank and Trust Company and Daniel M. Catlin, as Trustees under the Prior Lien Mortgage of St. Louis-San Francisco Railway Company, dated July 1, 1916, plaintiffs, vs. St. Louis-San Francisco Railway, defendant, In Equity No. 867."

4. That said James [illegible]. Kurn and John G. Lonsdale, as Receivers hereby appointed of said property within the jurisdiction of this Court subject to said Prior Lien Mortgage be, and they hereby are, vested with all the rights, powers and duties conferred upon them and subject to all the obligations contained in and specified in the orders made and entered November 2nd, and November [illegible], 1932, in the above-entitled cause In Equity No. 801, appointing them as Receivers.

5. [illegible] by said James [illegible]. Kurn and John G. Lonsdale, as Receivers, [illegible] entitled "Hobbs [illegible], plaintiff, vs. St. Louis-San Francisco Railway [illegible], defendant, In Equity No. 801" shall, the respective sureties on said [illegible] consented in [illegible] thereto, stand as [illegible] in the cause entitled "Central [illegible] and Daniel M. Catlin, as Trustees under the Prior Lien Mortgage of St. Louis-San Francisco Railway Company, dated [illegible], [illegible] vs. St. Louis-San Francisco Railway Company, defendant, In Equity No. 867" [illegible] Consolidated Cause created [illegible] Receivers will sell [illegible] offices [illegible] properties which may [illegible] hands, and abide by and per- [illegible] by this Court.

6. [illegible] hereby of James [illegible]. Kurn and John G. Lonsdale, as Receivers [illegible], [illegible]

[illegible]

[illegible] aforesaid, [illegible] respective [illegible].

[illegible], 1933.

[illegible]
District Judge.

[illegible]: [illegible]
[illegible], Clerk
[illegible] District Court [illegible]

[illegible]
OF OKLA[illegible].

John [illegible],	Plaintiffs,	No. [illegible] Equity.
[illegible],		
[illegible] Corporation,	Defendant.	

[illegible] APPLICATION FOR [illegible] COVERING LOTS [illegible], [illegible] PLACE [illegible] TO OKLAHOMA [illegible].

At [illegible], in the District aforesaid, on the 24th [illegible] April, [illegible], before the honorable [illegible], Judge.

[illegible] to be heard upon [illegible] application of [illegible] Greis and [illegible] Moore as receivers [illegible] instructions with [illegible] Lots [illegible], [illegible] Place [illegible] to Oklahoma City, Oklahoma, which application was [illegible], 1933, and the [illegible] fully advised in the premises,

[illegible] receivers [illegible] deemed to the best interests [illegible] that [illegible] Greis and [illegible] Moore, as ancillary receivers [illegible] by appointment [illegible] District Court of the United States [illegible] of Oklahoma, [illegible] proposed agreement between [illegible] reference to the [illegible] existing [illegible] covering Lots [illegible], [illegible] Place Addition [illegible], [illegible] which agreement is [illegible] to the application for instruction [illegible] Greis and [illegible] Moore, as receivers by appointment [illegible] Greis and [illegible] Moore, as ancillary receivers of [illegible] of the District Court of the United States [illegible] to petition [illegible] appointment for authority [illegible].

[illegible]
[illegible]

[illegible]: [illegible]
[illegible], Clerk
[illegible]

IN THE [illegible] COURT OF THE UNITED STATES FOR THE [illegible] DISTRICT OF OKLAHOMA.

John L. Gray and L. R. Tiddle, Plaintiffs,

vs.) No. 8?4 Equity. ✓

Deep Rock Oil Corporation, a corporation, Defendant.

O R D E R

This cause coming on to be heard on this 24th day of April, 19[illegible], on the application of [illegible] Greis and [illegible] H. Moore, as receivers, requesting instructions with reference to the payment of certain accounts incurred before receivership, and the court being fully advised in the premises,

IT IS ORDERED that the receivers be, and they are hereby instructed to pay the following accounts in the amounts set opposite their names, to-wit:

Sundry creditors (small royalties),	547.37
B. B. Blair (lease rentals),	1?3.00
County Treasurer, Okfuskee County, (1932 taxes)	7??.7?
Cushing Refining & Gasoline Company, (casinghead gasoline)	301.1?
Alexander & Alexander (Insurance)	?,?14.1?

Made and ordered entered this 24th day of April, 19[illegible].

[illegible]
J u d g e.

ENDORSED: Filed [illegible]
[illegible] Warfield, Clerk
U. S. District Court

IN THE [illegible] COURT OF THE UNITED STATES FOR THE [illegible] DISTRICT OF OKLAHOMA.

Clarence C[illegible], Dell [illegible]ewart, D. R. Owens, and [illegible] Owens, Complainants,

v.) No. 864 Equity. ✓

[illegible] Natural Gas Corporation, et al., Respondents.

O R D E R

This [illegible] coming on to be heard [illegible], [illegible] attorneys Charles [illegible] and Glenn Alcorn, and respondent [illegible] Natural Gas Corporation [illegible] attorneys [illegible], [illegible] & Canterbury [illegible].

[illegible] Natural Gas Corporation, [illegible], [illegible] in this cause. [illegible], were [illegible] Bill of Complaint [illegible] Company of New York [illegible] Natural Gas Company [illegible]

[illegible] DISTRICT OF [illegible]

[illegible] TULSA, [illegible] [illegible], APRIL 24, 1933

[illegible] and process [illegible] as such respondents.

[illegible] the request of Charles A. Coakley and Glenn Alcorn as counsel for certain [illegible] stockholders [illegible] ordered that they are permitted to file herein within five (5) days an [illegible] petition on behalf of certain other stockholders.

It is further ordered that respondent Oklahoma Natural Gas Corporation be given [illegible] days from this date in which to file any preliminary pleadings, except a response to the First Amended Bill of Complaint and application for receiver, and that the response to said application be filed by said respondent on or before the 15th day of May, 1933, and upon motion of respondent Oklahoma Natural Gas Corporation, and for good cause shown, the hearing upon the application for receiver is continued until the 29th day of [illegible], 1933.

Dated this 20th day of April, 1933.

F. E. [illegible]
UNITED STATES DISTRICT JUDGE.

OK: R. C. [illegible]
For Oklahoma Natural Gas Corporation.

OK: [illegible]
For Complainants and Intervenors.

[illegible]: Filed [illegible] 1933
[illegible], Clerk
[illegible] District Court [illegible]

Court [illegible] until April [illegible], 1933.

[illegible] 1933 [illegible], [illegible], APRIL [illegible], 1933

[illegible] adjournment, [illegible], April [illegible], 1933.

[illegible] Hemmer, Judge, [illegible]
[illegible], Clerk, [illegible]

[illegible] proceedings [illegible]:

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] OF [illegible]

[illegible] [illegible], [illegible], [illegible] [illegible] DAY, APRIL [illegible], 1933

[illegible] April [illegible], 1933; [illegible] being fully advised in [illegible] premises,

[illegible]

(1) [illegible] Union Trust and Savings Bank of Chicago, Illinois, be, [illegible] is hereby appointed Registrar of [illegible] of Shaffer Oil and Refining Company (now Deep Rock Oil Corporation by change of name) dated March 1st, 1928, [illegible] by the certificate of the Union Trust Company, an Illinois corporation, as trustee, as [illegible] by that certain Trust Agreement [illegible] of March 1st, 1928, between Shaffer Oil and Refining Company (now Deep Rock Oil Corporation), party of the first part, and Union Trust Company, as trustee, party of the second part;

(2) That Bankers Trust Company of New York be, [illegible] is hereby appointed Registrar of the preferred stock of the Deep Rock Oil Corporation;

(3) That Continental Illinois National Bank and Trust Company of Chicago, Illinois, be, [illegible] is hereby appointed Registrar of the preferred stock of the Deep Rock Oil Corporation;

(4) [illegible] M. [illegible] Worweiser and A. Malakas, Room [illegible], [illegible] La Salle Street, Chicago, Illinois, be, [illegible] are hereby appointed Transfer Agents of the preferred and common stock of Deep Rock Oil Corporation;

(5) That Guaranty Trust Company of New York, be, [illegible] is hereby appointed Transfer Agent of the preferred stock of said Deep Rock Oil Corporation.

[illegible] that each of the foregoing persons and corporations act in the capacity designed according to instructions heretofore given to them by the Deep Rock Oil Corporation and under the terms of the contract and agreement heretofore existing between them and the Deep Rock Oil Corporation.

Made and ordered entered on this the 25th day of April, 1933.

[illegible]
[illegible]

[illegible]: [illegible] 1933
[illegible], Clerk
[illegible] District Court

[illegible]

[illegible], Bell [illegible], [illegible]
[illegible], [illegible], Complainants,

vs.

[illegible], [illegible] Delaware corporation, Respondents.

[illegible], Intervenor.

[illegible]

[illegible] April, 1933, [illegible]

[illegible]

[illegible]

The [illegible] sufficiently advised in the pre[illegible], [illegible] said Application should be [illegible] is ordered, adjudged and decreed [illegible] hereby is granted leave to file [illegible] Petition of Intervention.

[illegible]
Judge

ENDORSED: Filed Apr [illegible] 1933
[illegible] Warfield, Clerk
U. S. District Court [illegible]

[illegible] DISTRICT COURT FOR THE [illegible]
OKLAHOMA

Clarence Carsker et al,	Complainants,	
vs		
Oklahoma [illegible] Corporation, et al,	Respondents.	No. 864 [illegible]
Alisha [illegible] McCorkle et al,	Interveners.	

[illegible]
[illegible]

For [illegible] interveners Mrs. Abigail [illegible], Alisha [illegible] McCorkle, Laura L. Burger [illegible] are hereby permitted to file herein [illegible] supple[illegible] and amended bill of intervention herein by way of amendment to the original bill of intervention herein.

[illegible] APRIL 25th, 1933.

[illegible]
U. S. District [illegible]

ENDORSED: Filed Apr [illegible] 1933
[illegible] Warfield, Clerk
U. S. District Court [illegible]

Court adjourned until April 26, 1933.

[illegible] 1933 [illegible], OKLAHOMA [illegible], [illegible] 26, 1933

Court [illegible] adjournment, Wednesday, [illegible], 1933

[illegible] Judge, [illegible]
[illegible] Warfield, Clerk, U. S. District Court.

[illegible]

[illegible] DISTRICT OF OKLAHOMA
[illegible] 1933 [illegible] TULSA, OKLAHOMA [illegible], APRIL 27, 1933

[illegible] DISTRICT COURT [illegible] DISTRICT
OF OKLAHOMA.

United States of America, Complainant,

vs.

Rosa Mashunkashey, Jesse L. Warren, Clayton [illegible], [illegible], Ida Warren alias Ida L. Warren, Lucille Stafford alias Lucille White, Samuel Blair, and Missouri State Life Insurance Company, Respondents.

No. 674 Equity.

ORDER ALLOWING APPEAL.

A petition on behalf of the United States of America praying an appeal from the decree rendered in the cause of the United States of America vs. Rosa Mashunkashey et al, No. 674 Equity, having been filed in the office of the Clerk of the Court, together with the Assignment of Errors on behalf of the United States and the proper notice to the respondents of such an appeal, the appeal as prayed for in the foregoing petition is hereby allowed, this 27th day of April, A. D. 1933, and for good cause shown, the said complainant, the United States of America, is hereby given and granted an extention of time to prepare, serve and file its transcript of the record in appeal and complete said appeal in the said United States Circuit Court of Appeals for the Tenth Judicial Circuit of 90 days from this date.

[illegible]
Judge

[illegible]: Filed Apr 27 1933
[illegible] Warfield, Clerk
U. S. District Court [illegible]

[illegible] COURT FOR THE [illegible]
OKLAHOMA.

[illegible], Complainant,

vs.

[illegible]

No. 684 Equity.

[illegible]

O R D E R

[illegible] day of April, 1933, this cause regularly came on to be heard, on the [illegible] COMPANY OF [illegible] NEW YORK, for an extension of time within [illegible] file any claim [illegible] now have, or [illegible] hereafter, [illegible] the limit of [illegible] granted, [illegible] against [illegible] said applicant [illegible] by its solicitor, [illegible], [illegible] received [illegible] by one of its solicitors, [illegible], [illegible], [illegible] premises, finds [illegible] application should be granted.

[illegible], ORDER D AND ADJUDGED [illegible] that said applicant, [illegible] be and [illegible] hereby [illegible] the 5th day of June, [illegible] claim [illegible] any claim [illegible], before

[illegible], APRIL 27, 1933

[illegible] hereby granted, upon motion to [illegible] the defendants [illegible].

J. S. FULLER
United States District Judge.

[illegible]
Solicitors for Plaintiffs.
[illegible]
Solicitors for Defendants

[illegible]

[illegible] I. [illegible] L. [illegible], Plaintiffs,

vs. No. [illegible].

[illegible], Defendant.

[illegible]
[illegible] LOT 8, BLOCK 150, [illegible]
[illegible], [illegible].

[illegible], in the United States District Court, at the 27th day of April, 1933, [illegible] J. S. Fuller, Judge.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]; [illegible]; [illegible]; [illegible]; [illegible]; [illegible] 77.

6. [illegible] plaintiff's exhibit 3 is the [illegible] exhibit [illegible] attached to the bill of complaint; [illegible] defendant's exhibit 34 is the same as exhibit [illegible] bill of complaint; [illegible] defendant's exhibit 33 is the same as plaintiff's exhibit [illegible].

7. [illegible] plaintiff's exhibit No. 82, [illegible] bill of complaint [illegible] Oil Tools, Inc., vs. [illegible] Company, Equity No. 512, [illegible] Patent No. 1,4[illegible]1,[illegible]; [illegible] plaintiff's exhibit No. 85, [illegible] Oil Tools, Inc., vs. [illegible] Company, Equity No. 536, alleged [illegible] Patent No. 1,748,00[illegible].

8. [illegible] original exhibits herewith [illegible] U.S. District Court [illegible] District of Oklahoma shall be sent [illegible] U. S. Circuit Court of Appeals [illegible] Circuit under one certificate [illegible] exhibits so sent are [illegible] exhibits mentioned in this [illegible] herewith.

[illegible], [illegible], 1935.

[illegible]
[illegible]
[illegible]
Attorneys for Defendant.

[illegible]
[illegible]
Attorneys for Plaintiffs.

[illegible] STIPULATION [illegible] TRANSMISSION OF [illegible]

[illegible] this [illegible] day of April, 1935, [illegible] the [illegible] with the [illegible] does hereby [illegible] herein be transmitted by the Clerk [illegible] Clerk of the Circuit Court [illegible] Tenth Circuit, [illegible].

[illegible]
[illegible] Judge.

[illegible]
[illegible], [illegible]
[illegible] Court [illegible]

[illegible] OKLAHOMA, [illegible]

[illegible] DISTRICT COURT OF THE UNITED STATES FOR THE [illegible] DISTRICT OF OKLAHOMA

[illegible]-ORTHER [illegible], Complainant,

vs.

[illegible], Geo [illegible], as President of the Board of Trustees, Rob't English and F. C. Weirick, as Trustees, [illegible] D. Brown, as [illegible] Treasurer, [illegible] Mrs. [illegible] Holden, as [illegible] Clerk, [illegible], as County Treasurer of Tulsa County, Oklahoma, [illegible], L. [illegible] Forrey, [illegible], the [illegible] Savings and Loan Association, [illegible], Broken Arrow Building and Loan Association, [illegible], Mrs. [illegible], G. [illegible], Liquidating Agent of the [illegible] State Bank,

Defendants.

No. [illegible]

[illegible]

[illegible] 19[illegible], [illegible] the defendants [illegible] should be dismissed [illegible] this cause. On [illegible] also made [illegible] law. [illegible] findings [illegible] in this cause.'

[illegible] final decree, [illegible] this cause.

[illegible] facts [illegible], [illegible] concludes that complainant's [illegible] the defendants herein [illegible] recited, should be dismissed. [illegible] concludes that the complaint as [illegible] defendant, [illegible] L. Carmichael, County Treasurer of Tulsa County, Oklahoma, [illegible] property of the defendants appearing herein, [illegible], should be dismissed.

[illegible]

[illegible]

[illegible]

---

o[illegible] County, Okla[illegible], [illegible] the property [illegible] the defendant [illegible] cerned, should be dismissed.

[illegible], ADJUDGED [illegible] that [illegible] to the defendants, [illegible] Carmichael, County Treasurer of Tulsa County, [illegible], [illegible], [illegible] Turner, [illegible] Turner, [illegible], Broken Arrow Building & Loan [illegible], [illegible] and [illegible], liquidating agent for the Kirby State Bank, be [illegible] is hereby dismissed, [illegible] costs of this action incurred in this court by said defendants be charged and [illegible] against said complainant. To all of which complainant duly excepted [illegible] exceptions are allowed.

[illegible]
Judge.

[illegible]: Filed Apr [illegible] 19[illegible]
[illegible] Warfield, Clerk
U. S. District Court

[illegible] DISTRICT COURT FOR [illegible]
OKLAHOMA

The [illegible] Investment Company, Complainant,	)	
	)	
vs.	)	No. [illegible] ✔
	)	
[illegible], et al, Defendants	)	

[illegible] COMPLAINANT'S EXCEPTION [illegible]
[illegible] CONCLUSIONS OF LAW.

[illegible] day of April, 19[illegible], upon the [illegible] findings of fact and conclusions of law herein, the complainant made [illegible] findings of fact and conclusions of law and saved exceptions thereto, [illegible] failure of the court to make certain findings of fact and conclusions of law, all as follows, to-wit:

1. Complainant objected to finding of fact number [illegible], [illegible] excepted to the making [illegible] thereof, and the exception is hereby allowed.

2. Complainant objected to finding of fact number [illegible], and excepted to the making [illegible] thereof, and the exception is hereby allowed.

3. Complainant objected to finding of fact number [illegible], and excepted to the making [illegible] thereof, and the exception is hereby allowed.

4. Complainant objected to finding of fact number 14, and excepted to the making [illegible] thereof, and the exception is hereby allowed.

5. Complainant objected to finding of fact number [illegible], and excepted to the making [illegible] thereof, and the exception is hereby allowed.

6. Complainant objected to finding of fact number 17, and excepted to the making [illegible] thereof, and the exception is hereby allowed.

7. Complainant objected to finding of fact number [illegible], and excepted to the making [illegible] thereof, and the exception is hereby allowed.

8. The complainant excepted to the failure and refusal of the court to make the following finding of fact duly requested by complainant, to-wit:

"That the payments of assessments by defendants herein pursuant to said writ of mandamus did not constitute payments and satisfactions in full of the assessments against the respective properties of said defendants", and the exception is hereby allowed.

9. The complainant excepted to the failure and refusal of the court to make the following finding of fact duly requested by complainant, to-wit:

"That the defendants have not relied upon, nor have they been misled by any conduct by the complainant which has operated to their prejudice, nor have any of the defendants so relied or been misled to their prejudice",

and the exception is hereby allowed.

10. The complainant objected and excepted to the making and entering of the conclusion of law number first, which exception is allowed by the court.

11. The complainant objected and excepted to the making and entering of the conclusions of law number second, which exception is allowed by the court.

12. The complainant objected and excepted to the making and entering of the conclusion of law number third, which exception is allowed by the court.

13. The complainant objected and excepted to the making and entering of the conclusion of law number fifth, which exception is allowed by the court.

14. The complainant duly excepted to the failure of the court to make and enter the following conclusion of law duly requested by complainant, to-wit:

"The court concludes as a matter of law that the District Court of Tulsa County, Oklahoma in the mandamus action had no jurisdiction of the person of the complainant in this action",

which exception is allowed.

15. The complainant duly excepted to the failure of the court to make and enter the following conclusion of law duly requested by complainant, to-wit:

"That the writ of mandamus issued by the District Court of Tulsa County, Oklahoma was not binding upon complainant or the then owners of the bonds involved in this controversy, and did not constitute res judicata of any of the claims of complainant herein",

which exception is allowed.

16. The complainant duly excepted to the failure of the court to make and enter the following conclusion of law duly requested by complainant, to-wit:

"[illegible] by the [illegible] less than the principal, [illegible] to [illegible] County, [illegible] writ of mandamus, [illegible] assessments [illegible] property of the defendants [illegible], and did not discharge the [illegible] of complainant, [illegible] the extent of [illegible]",

which exception is allowed.

17. [illegible] duly excepted to the failure [illegible] the following conclusion of law duly requested by complainant, to-wit:

"[illegible] complainant at all times had a vested [illegible] penalties accruing [illegible] and issue and assessments to retire the same until all of complainant's bonds had been paid in full, and had a vested [illegible] same applied to the discharge of its said bonds",

which exception is allowed.

18. [illegible] duly excepted to the failure [illegible] the following conclusion of law duly requested by complainant, to-wit:

"[illegible] Tulsa, Oklahoma and its officers had [illegible], power or authority to pass the resolution or ordinance [illegible] penalties on [illegible] assessments made to pay the complainant's [illegible] resolution [illegible] ordinance are wholly null and void",

which exception is allowed.

19. [illegible] duly excepted to the failure [illegible] the following conclusion of law duly requested by complainant, to-wit:

"[illegible] herein [illegible] adequate [illegible]",

which exception is allowed.

20. [illegible] duly excepted [illegible] the following conclusion [illegible] requested by complainant, to-wit:

"[illegible] complainant and the other owners [illegible] were necessary parties [illegible] Treasurer of Tulsa County, Oklahoma [illegible] satisfaction of said assessments of less than [illegible] penalties",

which exception is allowed.

21. [illegible] duly excepted to the failure [illegible] the following conclusion [illegible] requested by complainant, to-wit:

"[illegible] herein was under [illegible] of [illegible] it objected [illegible] Treasurer [illegible] completed further action [illegible]",

which exception is allowed.

22. [illegible] duly excepted [illegible] the following conclusion [illegible] requested by complainant, to-wit:

"[illegible] against the [illegible]",

which exception is allowed.

[illegible] April [illegible], 1938 [illegible]

[illegible] for Defts.

[illegible]

[illegible] DISTRICT OF OKLAHOMA

[illegible] 1933 [illegible] FALLS, OKLAHOMA [illegible], APRIL 28, 1933

[illegible] DISTRICT COURT [illegible] OKLAHOMA.

United States, Plaintiff,

-vs- No. 7[illegible]

[illegible], et al, Defendants.

[illegible] TYPOGRAPHIC [illegible]

[illegible] called to the attention of the Court [illegible] purchaser of the property at [illegible] in the above cause was Daisy Hazelbaker Roe, Osage Allottee No. 719, but [illegible] of said sale the name [illegible] was inadvertently spelled Roe, this order is made [illegible] purpose of correcting said error [illegible] Daisy Hazelbaker Roe [illegible] deed to said property, they [illegible].

[illegible]

[illegible]
[illegible], Assistant United States Attorney

[illegible]: Filed Apr [illegible] 1933
[illegible], Clerk
U. S. District Court

Court adjourned until May 1, 1933.

[illegible] 1933 [illegible] FALLS, OKLAHOMA [illegible], 1933

[illegible] to adjourn [illegible], [illegible], 1933.

[illegible], Judge, [illegible]
[illegible], Clerk, [illegible]

[illegible] proceedings [illegible]:

[illegible] OF OKLAHOMA.

[illegible], Plaintiff,

[illegible]

[illegible], Defendant.

[illegible]

[illegible]

[illegible] DISTRICT COURT [illegible]
OKLAHOMA.

[illegible], Complainant,)
vs.) No. [illegible]
[illegible] Royalty Corporation, et al, Defendants.)

O R D E R

[illegible] of Willard Martin, Receiver of [illegible] Royalty Corporation and of [illegible] Oil and Royalty Corporation for instructions [illegible] reference to the settlement of the claim of J. G. Guerin [illegible] heard on this 5th day of May, 1933,

[illegible] that settlement [illegible], which is in the total sum of $4,532.00, for the sum of $1,000.00 to be paid in cash by [illegible], Ancillary Receiver, be and the same is hereby approved and said Receiver [illegible] to waive the requirement of abstracts of title as made in the order of [illegible] January [illegible], 1933.

Dated this 5th day of May, 1933.

[illegible]

[illegible]: [illegible] 1933
[illegible], Clerk
[illegible]

[illegible] DISTRICT COURT [illegible] OKLAHOMA

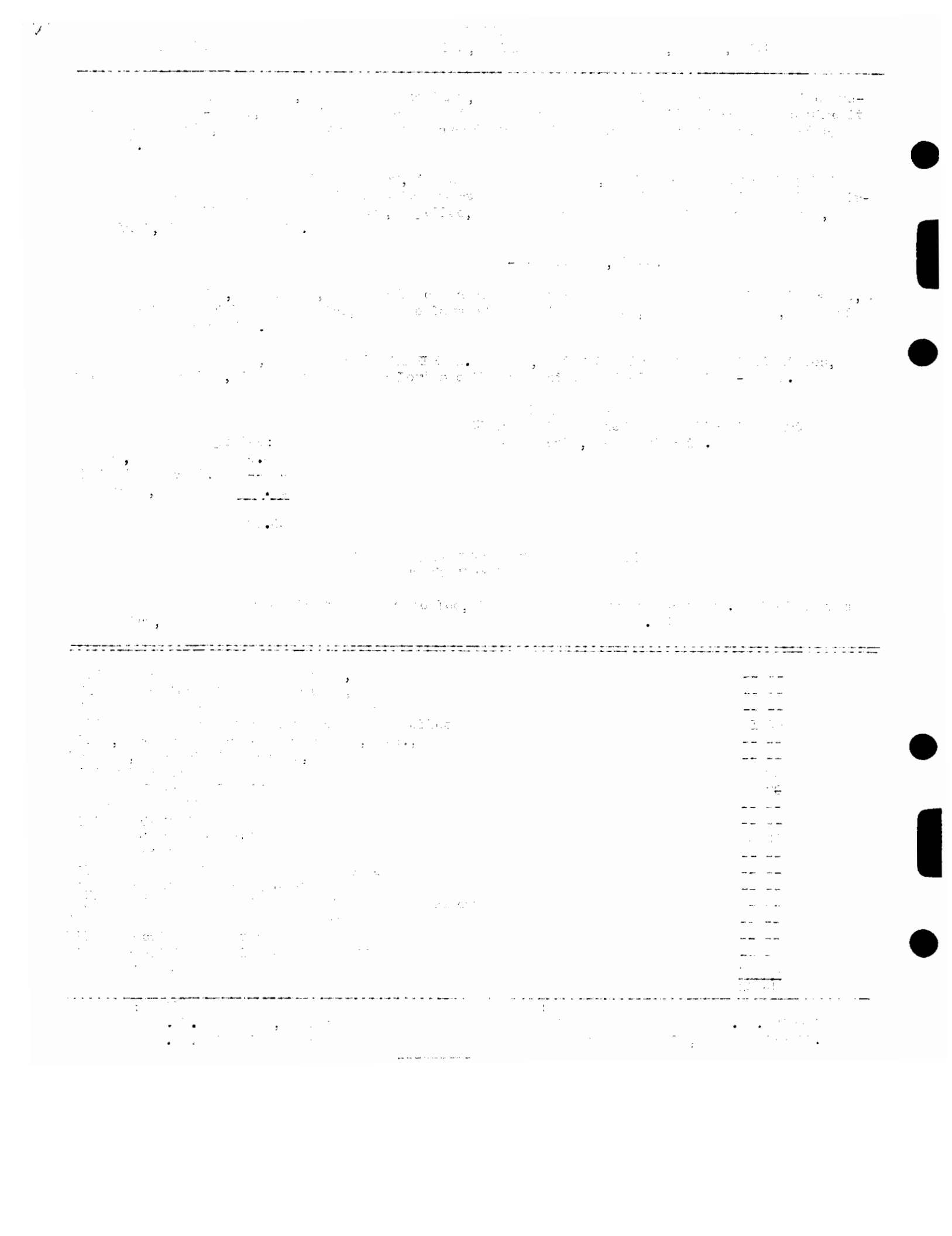
[illegible] Company, Complainant,)
vs.) No. [illegible]
[illegible], Defendants.

[illegible]

[illegible] Brown-Crummer [illegible], a corporation, complainant [illegible] appeal from the decree of the above entitled court in the [illegible] February [illegible], 1933, is hereby granted [illegible] complainant [illegible] according to law in the [illegible] .00), [illegible] court.

[illegible]

[illegible]



Court convened pursuant to adjournment, Wednesday, May 10, 1933.

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

Jane Haskell Richardson, Plaintiff,

vs.

The Sapulpa Fuel Co., et al, Defendants.

621 Equity ✓

O R D E R

Now on this 10 day of May 1933, the above cause comes before the Court on the application of B. F. Brummett to be allowed to file his application; and that Hal M. Black, John Madden Jr., Harry O. Glasser, H. O. Janicke and D. W. Eaton account as Trustees in this Court for the proceeds of the assets of the Sapulpa Fuel Co.,

It is Ordered by the Court that said application be filed and that on or before the 23rd day of May 1933 at the hour of 10 A.M. thereof said trustees make a report to this Court of their proceedings as such Trustees herein or show cause why they should not so do and that a copy of said application and this order be served by Registered Mail on each of said Trustees and that said Trustees answer said application by said last mentioned date.

F. E. KENNAMER
Judge

ENDORSED: Filed May 10 1933
H. P. Warfield, Clerk
U. S. District Court

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

J. G. CUTLETT, Complainant,

vs.

GEO. D. HOPE LUMBER COMPANY, a corporation, Defendant.

No. 738 - EQUITY ✓

O R D E R

NOW on this 9th day of May, 1933, there coming on to be heard the petition of Hulette F. Aby, William F. Rucker and William H. Martin, for allowance of claim for attorneys' fees and determination of attorneys' statutory and retaining lien in connection therewith, and the parties to this action, and the receivers, appearing in court in person and by their attorneys, and all parties being ready, intervenors introduced their evidence and rested, and no evidence being offered in opposition thereto,

IT WAS BY THE COURT ORDERED, ADJUDGED AND DECREED that the said intervenors, Hulette F. Aby, William F. Tucker and William H. Martin, are entitled to be paid attorneys' fees of Eleven Thousand Dollars ($11,000.00) for legal services rendered the Geo. D. Hope Lumber Company, which amount is due and owing less the sum of Seven Hundred Fifty Dollars ($750.00) leaving a balance due and owing of Ten Thousand Two Hundred Fifty Dollars ($10,250.00), and their claim is hereby proved and allowed for the amount of Ten Thousand Two Hundred Fifty Dollars ($10,250.00); that said intervenors are entitled to certain statutory and retaining liens in connection with said claim, and on account thereof

IT IS BY THE COURT FURTHER ORDERED, ADJUDGED AND DECREED that the receivers of the Geo. D. Hope Lumber Company, to-wit, Simpson Hurst and F. J. Bannister, are hereby authorized and directed to forthwith pay to the said Hulette F. Aby, William F. Tucker and William H. Martin, the sum of Five Thousand Dollars ($5,000.00), upon surrender by the said intervenors of the policies of insurance and any other documents desired by the receivers now in the hands of said intervenors and the property of the said Geo. D. Hope Lumber Company, and release of all liens. The remainder of said claim, to-wit, the sum of Five Thousand Two Hundred Fifty Dollars ($5,250.00) is approved as a general claim against the said Geo. D. Hope Lumber Company and its receivers on an equality with, but without priority of payment over general creditors of the said Geo. D. Hope Lumber Company.

F. E. KENNAMER
J U D G E.

O.K. C. A. COAKLEY
Atty for Receivers

ENDORSED: Filed May 10 1933
H. P. Warfield, Clerk
U. S. District Court

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

J. G. CATLETT, Complainant,

vs.

GEO. D. HOPE LUMBER COMPANY, a corporation, Defendant.

NUMBER 738
E Q U I T Y

ORDER AUTHORIZING RECEIVERS FEES AND APPROVING EXPENSES.

On this 10th day of May, 1933, came on to be heard the petition of receivers herein for approval of expense claims and allowances herein as receivers fees.

The court, after examining said expense claims of said receivers, finds that the same should approved and that said receiver should be authorized to pay to themselves respectively such sums as will balance said expense accounts to this date.

The court further finds that said receivers have devoted their time and attention to the conduct of the receivership estate since the date of their appointment, to wit, March 24, 1933, and that said receivers should each be allowed the sum of $250.00 as payment upon their receivership fees to May 1, 1933.

IT IS, THEREFORE, BY THE COURT ORDERED, CONSIDERED and ADJUDGED that the expense accounts of said receivers to this date, as filed with the petition herein, be and the same are hereby approved and allowed, and said receivers are authorized and directed to pay to

themselves such sums as will balance said accounts, deducting from the fact of the account such amounts as have already been paid thereon to F. J. Bannister.

IT IS FURTHER ORDERED, CONSIDERED and ADJUDGED that said receivers be and they are hereby authorized and directed to pay to themselves, severally and respectively, the sum of $250.00 as an allowance upon fees and compensation as receivers up to the first day of May, 1933.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE.

ENDORSED: Filed May 10 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until May 11, 1933.

REGULAR MAY 1933 TERM-EQUITY SESSION PAWHUSKA, OKLAHOMA THURSDAY, MAY 11, 1933

Court convened pursuant to adjournment, Thursday, May 11th, 1933.

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:

UNITED STATES OF AMERICA,	Plaintiff,	
-vs-		No. 778 - Equity. ✓
E. C. MULLENDORE, JR., ET AL.,	Defendants.	

Now on this 11th day of May, A. D. 1933, it is agreed that the above cause be submitted upon an agreed statement of facts asto E. C. Mullendore Jr., it is ordered by the Court that case as to E. C. Mullendore Sr and Mullendore Ranch Co. be dismissed, upon motion of U. S. Attorney, A. E. Williams. Thereafter, it is ordered by the Court that judgment for Defendants be entered, to which Plaintiff excepts. It is further ordered by the Court that cross bill of Defendants be dismissed for want of jurisdiction.

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

United States,	Plaintiff,	
vs.		No. 778 Equity. ✓
E. C. Mullendore, Jr., E. C. Mullendore, Sr., and Mullendore Ranch Company,	Defendants.	

D E C R E E

Now on this 11th day of May, 1933, this matter comes on for trial pursuant to regular assignment, at the May 1933 Term of said United States District Court for the Northern District of Oklahoma, sitting at Pawhuska, Osage County, Oklahoma. The United States being represented by A. E. Williams, Assistant United States Attorney and Louis N. Stivers, Tribal

Attorney of the Osage Tribe of Indians, and Stephen J. Tucker, Jr., the person for and on whose behalf said action was brought is present in court in person; the defendant E. C. Mullendore, Jr., is present in court in preson and by his attorneys Frank T. McCoy, John T. Craig and John R. Pearson.

Thereupon the United States Attorney moved to dismiss said action against the defendants E. C. Mullendore, Sr., and the Mullendore Ranch Company.

Both sides having formally announced ready to proceed with said trial, and the court after hearing the evidence submitted under a stipulation of facts, upon consideration of the pleadings in said cause, argument of counsel, and being fully advised in the premises, finds as follows, to-wit:

That Stephen J. Tucker, Jr., the person for and on whose behalf said action was brought, it s member of the Osage Tribe of Indians, 26 years of age, and of 1/8th degree Indian Blood;

That said Stephen J. Tucker, Jr., owned 480 acres of land which was restricted against alienation, which said land was within the pasture enclosure of the defendant E. C. Mullendore, Jr; that the defendant E. C. Mullendore, Jr., has not agreed or contracted to pay rentals upon said property during the years 1931 and 1932; that the year 1930 is not involved in this action;

That the defendant E. C. Mullendore, Jr., has not alienated the property of said Stephen J. Tucker, Jr., and because of this fact, and of the further fact of the age and degree of Indian Blood of the said Stephen J. Tucker, Jr., this court does not have jurisdiction of the subject matter of this action;

That the defendant E. C. Mullendore, Jr., did not have pastured in said pasture as many cattle as his own land and water would stock and take care of, and that under and by virtue of Chapter 54, Senate Bill No. 253, of the 1927 Session Laws of Oklahoma, said defendant is not liable for rental upon the lands of said Stephen J. Tucker, Jr., for the years of 1931 and 1932; that the said law referred to herein is hereby expressly declared to be constitutional, and applicable to the lands herein involved;

That the Bill of Complaint filed herein should be dismissed;

That the Cross-Bill of the defendant E. C. Mullendore, Jr., against the plaintiff and the party, Stephen J. Tucker, Jr., for and on whose behalf said action was brought should be dismissed because of the fact that the court does not have jurisdiction to entertain the Bill of Complaint filed herein.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the COURT that E. C. Mullendore Sr., and the Mullendore Ranch Company, be and they herebyare dismissed as parties defendant in this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the COURT that because there was no alienation of the property of the said Stephen J. Tucker, Jr., the person for and on whose behalf this action was instituted, by the defendant E. C. Mullendore, Jr., and the further fact that said Stephen J. Tucker, Jr., is a member of the Osage Tribe of Indians of 1/8th degree Indian Blood and 26 years of age, this court has no jurisdiction of the subject matter of said action, and that the said E. C. Mullendore, Jr., has not alienated the said property of the said Stephen J. Tucker, Jr. To which ruling and order the plaintiff excepts and its exceptions are allowed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the COURT that there is no liability on the part of the defendant E. C. Mullendore, Jr., to pay rental to the United States for the use and benefit of the said Stephen J. Tucker, Jr., the person for and on behalf of whom said action was brought, under and by virtue of Chapter 54, Senate Bill No. 253 of the 1927

Session Laws of Oklahoma, which said law is hereby expressly declared to be constitutional, and to be applicable to the lands herein involved. To which ruling and order the plaintiff excepts and its exceptions are allowed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the COURT that the Bill of Complaint filed herein be, and the same hereby is, dismissed. To which ruling and order the plaintiff excepts and its exceptions are allowed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the COURT that the Cross-Bill of the defendant E. C. Mullendore, Jr., be, and the same hereby is, dismissed. To which ruling and order the defendant excepts, and his exceptions are allowed.

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

O.K. A. E. WILLIAMS
Assistant U. S. Attorney

LOUIS N. STIVERS Osage Tribal Attorney,
Counsel for Plaintiff United States.

FRANK T. McCOY
JOHN T. CRAIG
JOHN R. PEARSON
Attorneys for Defendant, E. C. Mullendore, Jr.

ENDORSED: Filed May 15, 1933
H. P. Warfield, Clerk
U. S. District Court

THE BROWN-CRUMMER INV. CO., Plaintiff,

vs.

SCHOOL DIST. NO. 20, OSAGE COUNTY, ET AL, Defendants.

No. 849 - Equity. ✓

Now on this 11th day of May, A. D. 1933, it is ordered by the Court that all motion be, and they are hereby, overruled, as per journal entry to be filed.

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

The Brown-Crummer Investment Company, a corporation organized and existing under and by virtue of the laws of the State of Kansas, Complainant,

vs.

School District No. 20, Osage County, Oklahoma, a municipal corporation, et al, Defendants.

No. 849 In Equity. ✓

O R D E R

Now on this 11th day of May, 1933, it is ordered that the complainant herein

should be, and it is hereby given leave to amend its complaint herein by interlineation by changing the name of the defendant, A. B. Adkins, County Superintendent of Osage County, Oklahoma to his correct name as it appears in his motion to dismiss herein, to-wit, B. L. Adkins, and the name of the defendant, Frank McCoy, one of the County Commissioners of Osage County, Oklahoma, to his correct name as it appears in his motion to dismiss herein, to-wit, Frank McCaulley, and by further interlineation to show matters supplementary to the original bill of complaint in the following particulars;

On page 11, at the end of paragraph 10 of said complaint by inserting the following allegations, "and has since the institution of this suit acquired by assignment bonds, numbered 26, 27, 28 and 29", and by inserting on page 20, in paragraph 20 following the figures 38 in the third line on said page, the following, "and bonds numbered 26, 27, 28 and 29, subsequently acquired as aforesaid."

F. E. KENNAMER
Judge.

ENDORSED: Filed May 12, 1933
H. P. Warfield, Clerk
U. S. District Court

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

The Brown-Crummer Investment Company, a corporation organized and existing under and by virtue of the laws of the State of Kansas, Complainant, vs. School District No. 20, Osage County, Oklahoma, a municipal corporation, et al, Defendants.) No. 849 In Equity.

ORDER OVERRULING MOTION TO DISMISS

Now on this 11th day of May, 1933, this cause coming regularly on for hearing upon the motions to dismiss filed by the various defendants herein, the complainant appearing by its attorneys, Biddison, Campbell, Biddison, & Cantrell, and the defendants hereinafter specifically designated having filed herein their separate motions to dismiss, appeared by their counsel of record.

The court, after consideration of the separate motions to dismiss and the arguments of counsel in support of and in opposition to said motions to dismiss, doth order:

1. That the motion to dismiss of the defendants, the Excise Board of Osage County composed of S. T. Carmen, John Page, and Frank Quarrles, Henry Wood, County Judge of Osage County Fred Newberry, County Clerk, B. L. Adkins, County Superintendent, L. D. Souter, County Assessor, L. L. Houston, County Treasurer, C. K. Templeton, County Attorney, and Paul Smith, Earl Gray, and Frank McCaulley, County Commissioners of Osage County, appearing by their solicitors of record, C. K. Templeton, County Attorney, and Leander Hall, Assistant County Attorney, of Osage County, Oklahoma, be, and the same is hereby overruled, to which the said moving defendants excepted, and exceptions are allowed.

2. The motion to dismiss of the defendants, School District No. 20, Osage County, Oklahoma, and Walter Correll as director, H. L. Sanderson, Clerk, Andrew Trumbly, member, and Joe L. Hedges, Treasurer of School District No. 20, Osage County, Oklahoma, appearing by their solicitors of record, Hamilton & Howard, is hereby overruled, to which the said moving defendants

excepted, which exception is allowed.

3. The motion to dismiss of the defendant, Gypsy Oil Company, appearing by its solicitors of record, James B. Diggs, William C. Liedtke, and Redmond S. Cole, is hereby overruled, to which the said moving defendant excepted, and the exception is allowed.

It is further considered, ordered and adjudged that the said defendants so moving to dismiss, and each of them, are hereby ordered to answer the complaint of the complainant herein within five days from this date.

F. E. KENNAMER
United States District Judge.

O.K. VALJEAN BIDDISON
Solicitor for Complainant

HAMILTON & HOWARD
Solicitors for certain defendants.

ENDORSED: Filed in Open Court
May 11, 1933
H. P. Warfield, Clerk
U. S. District Court

Court recessed subject to call.

SPECIAL MARCH 1933 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, MAY 12, 1933

Court convened pursuant to adjournment, Friday, May 12th, 1933.

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 N. Smith, D. C. Howard, M. O. Stephenson, and Tressa M. Stephenson, husband and wife, Kenneth Trough, Ida Warren alias Ida L. Warren, J. B. Talbutt and Maggie Talbutt, husband and wife, and Exchange National Bank of Tulsa, Oklahoma,	Respondents.	NO. 674 Equity. ✓

ORDER ALLOWING APPEAL WITH SUPERSEDEAS

The petition of Lucille Stafford, a minor, by and through her guardian ad litem, H. D. Hudson, for an appeal from the final judgment, order and decree of this court made, filed and entered, on February 14, 1933, is hereby granted and the appeal is allowed and upon petition er filing a bond in the sum of one HUNDRED DOLLARS ($100.00) with sufficient sureties and conditioned as required by law, the same shall operate as a supersedeas of said judgment, order

and decree made and entered in the above cause, and shall suspend and stay all further proceedings in this court until the determination of said appeal by the Circuit Court of Appeals for the Tenth Circuit.

Dated May 12, 1933.

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

ENDORSED: Filed May 12 1933
H. P. Warfield, Clerk
U. S. District Court ME

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. arren, Clayton N. Smith, D. C. Howard, M. O. Stephenson, and Tressa M. Stephenson, husband and wife, Kenneth Trough, Ida Warren alias Ida L. Warren, J. B. Talbutt and Maggie Talbutt, husband and wife, and Exchange National bank of Tulsa, Oklahoma. Respondents.

No. 674 Equity. ✓

ORDER ALLOWING APPEAL WITH SUPERSEDEAS.

The petition of Rosa Mashunkashey, one of the respondents herein, for an appeal from the final judgment, order anddecree of this court made, filed and entered on February 14, 1933, is hereby granted and the appeal is allowed and upon petitioner filing a bond in the sum of One HUNDRED DOLLARS ($100.00) with sufficient sureties and conditioned as required by law, the same shall operate as a supersedeas of said judgment, order and decree made and entered in the above cause and shall suspend and stay all further proceedings in this court until the determination of said appeal by the Circuit Court of Appeals for the Tenth Circuit.

Dated May 12, 1933.

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

ENDORSED: Filed May 12, 1933
H. P. Warfield, Clerk
U. S. District Court ME

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 N. Smith, D. C. Howard, M. O. Stephenson, and Tressa M. Stephenson, husband and wife, Kenneth Trough, Ida Warren alias Ida L. Warren, J. B. Talbutt and Maggie Talbutt, husband and wife, and Exchange National Bank of Tulsa, Oklahoma. Respondents.

No. 674 Equity.

ORDER OF SEVERANCE.

It appearing to the satisfaction of the court that the respondents, Theodore (Ted) Morton, Samuel Blair, Ralph A. Barney, Missouri State Life Insurance Company, a corporation, Jesse L. Warren, Clayton N. Smith, D. C. Howard, M. O. Stephenson, and Tressa M. Stephenson, husband and wife, Kenneth Trough, Ida Warren alias Ida L. Warren, J. B. Talbutt and Maggie Talbutt, husband and wife, and Exchange National Bank of Tulsa, Oklahoma, in the above entitled cause have been duly notified and requested by the respondent, Rosa Mashunkashey, to join in said petition for appeal but that they have failed or refused to join therein, the said Rosa Mashunkashey, respondent, is hereby granted the right to appeal along, without joining the said respondents as appellants.

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

ENDORSED: Filed May 12 1933
H. P. Warfield, Clerk
U. S. District Court ME

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

UNITED STATES OF AMERICA, Complainant,

vs.

ROSA MASHUNKASHEY, Respondents

NO. 674 Equity

ORDER OF SEVERANCE

It appearing to the satisfaction of the court that the respondents, Theodore (Ted) Morton, Samuel Blair, Ralph A. Barney, Missouri State Life Insurance Company, a corporation, Jesse L. Warren, Clayton N. Smith, D. C. Howard, M. O. Stephenson and Tressa M. Stephenson, husband and wife, Kenneth Trough, Ida Warren alias Ida L. Warren, J. B. Talbutt, and Maggie Talbutt, husband and wife, and Exchange National Bank of Tulsa, Oklahoma, in the above entitled cause have been duly notified and requested by the respondent, Lucille Stafford, a minor, by and through her guardian ad litem, A.D. Hudson, to join in said petition for appeal, but that they have failed or refused to join therein, the said Lucille Stafford, minor, by her guardian ad

litem, R. D. Hudson, is hereby granted the right to appeal alone, without joining the said respondents as appellants.

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

ENDORSED: Filed May 12 1933
H. P. Warfield, Clerk
U. S. District Court

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

J. FRANK IN TAUSCH, Complainant,

vs.

SUNRAY OIL COMPANY and SUNRAY OIL CORPORATION, Defendants,

THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, as Trustee, Intervener.

IN EQUITY No. 684

ORDER ALLOWING COUNSEL FEES

Now, on this 12th day of May, 1933, this matter came on for hearing upon the petition of The First National Bank and Trust Company of Tulsa, Trustee, for allowance of Trustee's fees and counsel fees, the petitioner being represented by Conner and Winters, its attorneys, and the receiver being represented by Edward Howell and Paul E. Taliaferro, his attorneys. Counsel having stated in open court the nature of the services rendered, and the Court being fully advised in the premises;

IT IS ORDERED AND ADJUDGED as follows:

1. That B. C. Conner, as counsel for the Trustee, be allowed, as a temporary allowance, a fee of Five Thousand Dollars ($5,000.00), to be paid by the Trustee out of the funds received by it from the receiver;

2. That the Trustee be permitted to reimburse itself in the amount of One Hundred Ninety-four Dollars and Eighty-three cents ($194.83) for expenses incurred by it in the administration of its trust.

3. That the question of Trustee's compensation be reserved for further order of the court.

F. E. KENNAMER
Judge.

O.K. CONNER & WINTERS, Attorneys for Intervener,
The First National Bank and Trust Company
of Tulsa, as Trustee.

EDWARD HOWELL PAUL E. TALIAFERRO
Attorneys for Receiver

ENDORSED: Filed May 13 1933
H. P. Warfield, Clerk
U. S. District Court DC

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

North American Car Corporation, a corporation, Plaintiff,

vs.

White Oak Corporation, a corporation, Defendant.

No. 802 - Equity.

O R D E R

Upon application and for good cause shown, Jas. G. Steese, ancillary receiver of the White Oak Corporation, is hereby ordered and directed to execute and deliver to Oils Incorporated, a corporation, a release of an assignment heretofore executed by said Oils Incorporated, a corporation, to the Gulf States Terminal &Transport Company, a corporation, conveying an undivided one-eighth of the oil and gas, or other minerals, produced from the following described property, to-wit:

Lots 1, 2, 3 and 4, Block 5, Reno Avenue Addition to Oklahoma City, Oklahoma County, Oklahoma, as shown by the recorded plat thereof,

and also to execute and deliver to said Oils Incorporated, a corporation, a release of a supplemental assignment given to said Gulf States Terminal & Transport Company which conveyed an oil payment out of Tract "C" of the Survey of the Moreland Lease, Oklahoma County, Oklahoma, it appearing that the obligation for which said assignments were given to secure has been fully paid and satisfied.

Dated at Tulsa, Oklahoma, this 12th day of May, 1933.

F. E. KENNAMER
U.S. District Judge.

ENDORSED: Filed May 12 1933
H. P. Warfield, Clerk
U. S. District Court ME

CAROLINE L. YEARGAIN, ET AL, Plaintiffs,

-vs-

JOSEPH D. YEARGAIN, ET AL, Defendants.

No. 821 -Equity.

Now on this 12th day of May, A. D. 1933, it is ordered by the Court that defendant Joseph Yeargain be given until Julyl, 1933, to answer interrogatories herein.

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

John L. Gray and L. B. Riddle, Plaintiffs,)
)
vs.) No. 844 Equity.
)
Deep Rock Oil Corporation, a cor-)
poration, Defendant.)

ORDER AUTHORIZING RECEIVERS TO ENTER INTO A CONTRACT MODIFYING THE TERMS OF AN EXISTING FILLING STATION LEASE COVERING LOT 1, BLOCK 1, SIGNAL ADDITION TO THE CITY OF TULSA, OKLAHOMA.

This cause coming on to be heard upon this 12th day of May, 1933, upon the application of the receivers for instructions in connection with the entering into of a reduction agreement modifying the terms of filling station lease covering

Lot 1, Block 1, Signal Addition to the City of Tulsa, Oklahoma,

a copy of which reduction agreement is attached to the application this day filed herein, and the court being fully advised in the premises.

IT IS HEREBY ORDERED that the receivers, H. N. Greis and E. H. Moore, be, and they are hereby authorized and directed to enter into said reduction agreement.

Made and ordered entered on this 12th day of May, 1933.

F. E. KENNAMER
J u d g e.

ENDORSED: Filed May 12 1933
H. P. Warfield, Clerk
U. S. District Court ME

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

John L. Gray and L. B. Riddle, Plaintiffs,)
)
vs.) No. 844 Equity.
)
Deep Rock Oil Corporation, a corporation,)
Defendant.)

ORDER AUTHORIZING RECEIVERS TO ENTER INTO A CONTRACT MODIFYING THE TERMS OF AN EXISTING FILLING STATION LEASE COVERING LOTS 1 and 2, AND THE WEST 20 FEET OF LOT 3, BLOCK 2, AVONDALE ADDITION TO THE CITY OF TULSA, OKLAHOMA.

This cause coming on to be heard upon this 12th day of May, 1933, upon the application of the receivers for instructions in connection with the entering into of a reduction agreement modifying the terms of filling station lease covering

Lots 1 and 2, and the West 20 feet of Lot 3, Block 2, Avondale Addition to the City of Tulsa, Oklahoma,

a copy of which reduction agreement is attached to the application this day filed herein, and the court being fully advised in the premises,

IT IS HEREBY ORDERED that the receivers, H. N. Greis and E. H. Moore, be, and they are hereby authorized and directed to enter into said reduction agreement.

Made and ordered entered on this 12th day of May, 1933.

F. E. KENNAMER
J u d g e.

ENDORSED: Filed May 12 1933
H. P. Warfield, Clerk
U. S. District Court :E

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

John L. Gray and L. B. Riddle, Plaintiffs,)
)
vs.) No. 844 Equity.
)
Deep Rock Oil Corporation, a cor-)
poration, Defendant.)

ORDER AUTHORIZING RECEIVERS TO ENTER INTO A FILLING STATION LEASE COVERING LOT 4, AND THE SOUTH 10 FEET OF LOT 5, BLOCK 182, TULSA, OKLAHOMA.

This cause coming on to be heard upon this 12th day of May, 1933, upon the application of the receivers for instructions with reference to the execution of a filling station lease covering

Lot 4, and the South 10 feet of Lot 5, Block 182, original Townsite of Tulsa, Oklahoma,

a copy of which lease is attached to the application this day filed herein, and the court being fully advised in the premises,

IT IS HEREBY ORDERED that the receivers, H. N. Greis and E. H. Moore be, and they are hereby authorized and directed to enter into said filling station lease.

Made and ordered entered on this 12th day of May, 1933.

F. E. KENNAMER
J u d g e.

ENDORSED: Filed May 12 1933
H. P. Warfield, Clerk
U. S. District Court :E

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs. No. 844 EQUITY.

Deep Rock Oil Corporation, a corporation, Defendant.

ORDER IN RE ADOPTION OF CONTRACT WITH THE GRAY PROCESS CORPORATION.

This matter coming on to be heard upon the application of the Receivers for instructions, and the Court having considered the application and the representations of counsel,

IT IS ORDERED, ADJUDGED AND DECREED that the Receivers H. N. GREIS and E. H. MOORE be, and they are hereby authorized to adopt and confirm a certain agreement entered into on July 20th, 1932, between the Gray Processes Corporation and Deep Rock Oil Corporation relating to the installation of Gray Refining Apparatus at the refinery of Deep Rock Oil Corporation at Cushing, Oklahoma and to the payment of royalties in connection with the use of said apparatus.

MADE NO ORDERED ENTERED This 12th day of May, 1933.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed May 12 1933
H. P. Warfield, Clerk
U. S. District Court ME

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

John L. Gray and L. B. Riddle, Plaintiffs,

vs. No. 844 Equity.

Deep Rock Oil Corporation, a corporation, Defendant.

ORDER IN RE ADOPTION OF CONTRACT WITH BURRELL-EASE ENGINEERING COMPANY.

This matter coming on to be heard upon the application of the receivers for instructions, and the Court having considered the application and the representations of counsel,

IT IS ORDERED, ADJUDGED AND DECREED that the receivers, H. N. Greis and E. H. Moore be, and they are hereby authorized to adopt and confirm a certain contract entered into on October 15th, 1932, between the Burrell-Ease Engineering Company, a corporation, and Deep Rock Oil Corporation, relating to furnishing to the Deep Rock Oil Corporation 40 items of equipment for use in connection with a vapor recovery plant for its refinery at Cushing.

Made and ordered entered on this 12th day of May, 1933.

F. E. KENNAMER
Judge.

ENDORSED: Filed May 12 1933
H. P. Warfield, Clerk
U. S. District Court

Court adjourned until May 13, 1933.

Court convened pursuant to adjournment, Saturday, May 13th, 1933.

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.

T. B. SLICK,	Plaintiff,	
vs.		No. 510 Equity.
UNION TRANSPORTATION COMPANY, a corporation,	Defendant.	

O R D E R

It appearing to the Court that on the 4th day of May, 1933, there was filed in the above entitled cause a "Proof of Claim of the City of Tulsa, Oklahoma, a Municipal Corporation", which Proof of Claim is against the Union Transportation Company, and it appearing to the Court that said Proof of Claim was filed in the above entitled and numbered cause through error, and it appearing to the Court that the City of Tulsa, Oklahoma, a municipal corporation, has made application to have said Proof of Claim stricken from the files in said cause, and for good cause shown, the Court finds that said application should be granted;

IT IS, THEREFORE, ORDERED by the Court that the Proof of Claim of the City of Tulsa, a municipal corporation, heretofore filed in the above entitled and numbered cause on May 4, 1933, is hereby stricken from the files of said cause.

F. E. KENNAMER
JUDGE

ENDORSED: Filed May 13 1933
H. P. Warfield, Clerk
U. S. District Court

WILSON CLINTON, INCOMPETENT, Plaintiff,

-vs-

O. C. COPPEDGE, ET AL, Defendants.

No. 607 - Equity.

Now on this 13th day of May, A. D. 1933, oral arguments of counsel are made in the above case. And thereafter, it is ordered by the Court that said case be, and it is hereby, taken under advisement.

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

UNITED STATES OF AMERICA, Complainant,

-vs-

ROSA MASHUNKASHEY, et al., Respondents.

No. 674 - Equity.

O R D E R

Now on this the 13 day of May, 1933, this matter came on to be heard on the application heretofore filed herein, of C. S. Walker, the Receiver heretofore appointed herein, for an allowance of One Hundred Dollars ($100.00) per month to cover the months of February, March, April and May, 1933, and the Court, having heard said application and being advised in the premises, finds that the Court has heretofore made allowances on fees in the sum of $100.00 per month to said Receiver, and that said receiver should be allowed said amount for said four months above mentioned.

IT IS THEREFORE, By the Court, ORDERED, ADJUDGED and DECREED that the Receiver be, and he is hereby allowed on his fee the sum of $100.00 per month for the months of February, March, April and May, 1933, and that said Receiver be, and he is hereby directed and instructed to draw his check payable to himself, for said amount.

F. E. KENNAMER
JUDGE

O.K. GOLDSBERRY U. S. Atty.

ENDORSED: Filed May 13 1933
H. P. Warfield, Clerk
U. S. District Court DC

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

North American Car Corporation, a corporation, Plaintiff,

vs.

White Oak Corporation, a corporation, Defendant.

No. 802 Equity.

O R D E R

The above entitled matter coming on for hearing t is 13th day of May, 1933, upon

the application of Jas. G. Steese, Receiver herein, for instructions regarding an indemnity bond executed by Indemnity Insurance Company of North America to the White Oak Pipe Line Company in the sum of $3,000.00, dated October 3, 1929; and the court, after examining the receiver and being fully advised in the premises, finds that there is no liability under said bond and that said bond should be released and the surety thereon exonerated.

IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED AND ADJUDGED that the receiver be and he is hereby authorized and directed to execute and deliver to the Indemnity Insurance Company of North America a proper release of said bond and all liability thereunder to the end that said bond may be cancelled.

F. E. KENNAMER
U. S. District Judge

ENDORSED: Filed May 13 1933
H. P. Warfield, Clerk
U. S. District Court ME

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

John L. Gray and L. B. Riddle, Plaintiffs,
vs. NO. 844 EQUITY
Deep Rock Oil Corporation, a corporation, Defendant.

O R D E R

This cause coming on to be heard on this 13th day of May, 1933, on the application of H. N. Greis and E. H. Moore, as Receivers requesting instructions with reference to the payment of certain accounts incurred before Receivership, and the Court being fully advised in the premises,

IT IS ORDERED That the Receivers be and they are hereby instructed to pay the following accounts in the amounts set opposite their names, to-wit:

J. C. Poulton, February Expense Account $272.57
Bankers Trust Company, on Check issued prior to receivership and protested..... $378.24

MADE AND ORDERED ENTERED On this 13th day of May, 1933.

F. E. KENNAMER
J U D G E

ENDORSED: Filed May 13 1933
H. P. Warfield, Clerk
U. S. District Court ME

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

John L. Gray and L. B. Riddle, Plaintiffs,
vs
Deep Rock Oil Corporation, a corporation, Defendant.
No. 844 Equity. ✓

ORDER AUTHORIZING RECEIVERS TO ENTER INTO AN AGREEMENT MODIFYING THE TERMS OF AN EXISTING FILLING STATION LEASE COVERING LOT 15, BLOCK 4, HILLCREST ADDITION TO THE CITY OF TULSA, OKLAHOMA.

This cause coming on to be heard upon this 13th day of May, 1933, upon the application of the receivers for instructions in connection with the entering into of an agreement modifying the terms of filling station lease covering

Lot 15, Block 4, Hillcrest Addition to the City of Tulsa, Tulsa County, State of Oklahoma,

a copy of which agreement is attached to the application this day filed herein, and the court being fully advised in the premises,

IT IS HEREBY ORDERED that the receivers, H. N. Greis and E. H. Moore be, and they are hereby authorized and directed to enter into said agreement.

Made and ordered entered on this 13th day of May, 1933.

F. E. KENNAMER
J u d g e.

ENDORSED: Filed May 13 1933
H. P. Warfield, Clerk
U. S. District Court ME

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

John L. Gray and L. B. Riddle, Plaintiffs,
vs.
Deep Rock Oil Corporation, a corporation, Defendant.
No. 844 EQUITY. ✓

ORDER UPON APPLICATION OF RECEIVERS FOR INSTRUCTIONS IN RE SETTLEMENT OF CLAIM OF CARLOS E. FOSTER.

This cause coming on to be heard on this the 13th day of May, 1933, upon the application of H. N. Greis and E. H. Moore as Receivers for instructions with reference to the settlement of the claim of Carlos E. Foster for damages alleged to have been occasioned to his land by reason of salt walter and other poisonous substances issuing from a well owned by the Deep Rock Oil Corporation and the Court being fully advised in the premises,

IT IS HEREBY ORDERED that the Receivers be and theyare hereby authorized to settle the said claim by the payment to Carlos E. Foster of the sum of One Hundred Ten ($110.00) Dollars.

MADE AND ORDERED ENTERED On this 13th day of May, 1933.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed May 13 1933
H. P. Warfield, Clerk
U. S. District Court ME

UNITED STATES OF AMERICA, Plaintiff,)
)
-vs-)
) No. 868 - Equity.
S. W. ORCUTT, J. W. WHITLOW, L. N.)
SMOOT, Defendants.)

Now on this 13th day of May, A. D. 1933, it is ordered by the Court that relief asked for herein be denied for the reason that said relief asked for is inequitable.

Continued to Journal 6, Page 1.