

Court convened pursuant to adjournment, Monday, August 31st, 1936.

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.

METROPOLITAN LIFE INSURANCE COMPANY,
a corporation, Plaintiff,)
-vs-) No. 933 - In Equity.
TULSA APARTMENT COMPANY, a corporation,)
et al., Defendants.)

ORDER FIXING FEE OF AND DISCHARGING SPECIAL MASTER.

Now on this the 31st day of August, 1936, there comes on for hearing the report of the Special Master, GEORGE H. LESSLEY, for an order fixing his fee and for his discharge. The Court being fully advised in the premises finds that the sum of One Hundred Fifty Dollars (\$150.00) is a reasonable fee for his services as such Special Master, and that said Special Master has fully performed all the duties imposed upon him by this court, and that he should be discharged.

IT IS THEREFORE, BY THE COURT, ORDERED that the fee of the Special Master, H. LESSLEY, be and the same hereby is fixed at One Hundred Fifty Dollars (\$150.00), and the same be paid to him forthwith and taxed as costs in this cause; and the Court finding that fee has been paid by the plaintiff, METROPOLITAN LIFE INSURANCE COMPANY, to the said Special Master;

IT IS BY THE COURT, ORDERED, ADJUDGED and DECREED that the said Special Master George H. Lessley, be and he hereby is discharged as such special master, and that he be and hereby is relieved and discharged from any further duties and services as such.

IT IS FURTHER, BY THE COURT, ORDERED, ADJUDGED and DECREED, that the jurisdiction of this court in this cause be and the same hereby is retained for the purpose of making further orders, adjudications and decrees, amendatory or original, which may be necessary to dispose of any reserved matters or to effectually carry out any of the orders and decrees already made or which may be herein, including the right of the plaintiff to move for and to have terminated a deficiency decree against the defendants Tulsa Apartment Company and H. P. Glid

F. E. KENNAMER
District Judge.

ENDORSED: Filed Aug 31 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

Ben Wheeler, Complainant,)
)
-vs-)
) No. 1022 Equity
Pitts Beaty, J. H. Ward,)
A. P. Williams and Massachusetts)
Bonding and Insurance Company, Respondents.)

ORDER OF DISMISSAL WITHOUT PREJUDICE

Now on this 31st day of August, 1936, upon request of the complainant the entitled and numbered cause is by the court dismissed without prejudice to the end that the United States may file a suit covering the cause, or causes, of action set out in complainant's bill of complaint.

F. E. KENNAMER
United States District Judge.

O.K. H. P. WHITE of counsel for Complainant.

ENDORSED: Filed Aug 31 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to September 1, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, SEPTEMBER 1, 1936

Court convened pursuant to adjournment, Tuesday, September 1, 1936.

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:

JULIA S. PEARMAN, Plaintiff,)
)
-vs-) No. 877 - Equity. ✓
)
EXCHANGE NATIONAL CO. ET AL, Defendants.)

Now on this 1st day of September, A. D. 1936, it is ordered by the Court that J. B. Diggs be, and he is hereby, re-appointed to serve as a member of the Advisory Committee (F.E.K. Judge).

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

The Eagle-Picher Lead Company, a Corporation, and the Eagle-Picher Mining & Smelting Company, a Corporation,
Complainants,

vs.

J. Warren Madden, John M. Carmody, Edwin S. Smith, constituting the National Labor Relations Board, and John Doe, trial examiner and agent of the National Labor Relations Board; and Richard Ree and Geo. O. Pratt, attorneys and agents of the National Labor Relations Board,
Defendants.

No. 1119 Equity

Now on this 5th day of August, 1936, this matter coming on before the Court the application of the above named defendants for an extension of time within which to produce the record in the above case in the Circuit Court of Appeals for the Tenth Circuit, Denver, Colorado, and the Court being fully advised in the premises finds that such application should be granted.

IT IS THEREFORE ORDERED that the above named defendants be, and they are hereby granted an extension of 90 days from August 5, 1936, within which to prepare and file the record in the above cause in the Circuit Court of Appeals for the Tenth Circuit.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Sep 1 1936
H. P. Warfield, Clerk
U. S. District Court H

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

GENERAL PETROLEUM ENGINEERS, Inc., Plaintiff,)

vs.)

ADA MAY HARRINGTON and RALPH C. RILEY, Executors of the Last Will and Testament of Faraday Clements Harrington, Deceased,
Defendants.)

No. 1128 Equity.

O R D E R

The defendants are given permission to file instant their Answer and Counter-Claim. Thereupon, defendants produced and filed their Answer and Counter-Claim.

The plaintiffs are given 15 days in which to plead thereto, or 20 days in which to reply.

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, SEPTEMBER 1, 1936

This, September 1, 1936.

F. E. KENNAMER

O.K. W. C. FRANKLIN W. I. WILLIAMS,
Attys for defendants.

GEO. S. RAMSEY VILLARD MARTIN
GARRETT LOGAN

ENDORSED: Filed Sep 1 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to September 2, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, SEPTEMBER 2, 1936

Court convened pursuant to adjournment, Wednesday, September 2, 1936.

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

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

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

United States of America, Complainant)
vs.) Equity No. 1109 ✓
Tulsa Milk Producers Cooperative)
Association, a Corporation, Defendant.)

MINUTE ORDER

Now on this 2 day of Sept., A. D. 1936, upon application and motion, the complainant is hereby permitted to amend its Bill of Complaint by interlineation in these paragraphs to-wit:

1. That in the first unnumbered paragraph of the Bill of Complaint, where it is recited that this action is taken "at the request of the Secretary of Agriculture", complainant is permitted to amend by striking the words, "at the request of the Secretary of Agriculture" and substituting by interlineation therefor, the words "at the request of the Governor of the Farm Credit Administration."

2. In paragraphs numbered 2, 3 and 4, respectively in the Bill of Complaint the complainant is permitted to amend such paragraphs by interlineation, to-wit: where the name "Farm Credit Administration" is used therein, the name of "Federal Farm Board" may be substituted therefor.

3. That complainant be and he is hereby permitted to strike all of paragraph 5 of its Bill of Complaint.

4. That paragraph No. 7 of the Bill of Complaint may be amended so as to the date of March 27, 1933, in lieu of March 29, 1934.

5. That such Bill of Complaint is permitted to be further amended so as to therefrom the real property described as located in the town of Collinsville, Oklahoma.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Sep 2 1936
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to September 3, 1936.

Court convened pursuant to adjournment, Thursday, September 3, 1936.

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.

HOWARD GRAY, as Executor of the Estate)
of Julia S. Pearman, Deceased, Plaintiff,)

No. 877 - Equity. ✓

vs;

EXCHANGE NATIONAL COMPANY, a cor-)
poration, et al, Defendants.)

ORDER AUTHORIZING TRUSTEE TO SELL HOUSE

On this 3rd day of September, 1936, upon the verified application of J. H. ney, successor trustee, of all of the notes, bonds, mortgages, liens, obligations, and pro held as security for the payment of first lien participation certificates issued by the E National Company under a trust agreement of July 19, 1928, between said Exchange National pany and the Exchange National Bank of Tulsa, Oklahoma, for authority to sell the house l upon the following premises, to-wit:

That part of Lot Three (3) in Block Six (6) in the original Townsite of Tu Tulsa County, Oklahoma, more particularly described as follows: Commencing a point where alley line of said Lot Three (3) crosses line between Creek Cherokee Nations, thence South to a point Forty (40) Feet North of the Sou corner of said Lot Three (3), running thence at right angles and parallel southerly line of said Lot Three (3) One Hundred Forty (140) feet to the Westerly lot line of Lot Three (3), thence North to a point thirteen (13) feet from the Northwest corner of Lot Three (3), thence at right angles or a d. to a point on the Creek and Cherokee National line Thirty-one (31) feet ea; thence along said line to the point of beginning, Tulsa County, Oklahoma, according to the official plat thereof;

Court convened pursuant to adjournment, Tuesday, September 8th, 1936.

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 WITHIN AND FOR THE UNITED STATES FOR THE NORTHERN DISTRICT
OKLAHOMA.

H. G. ARN, ET AL, COMPLAINTANTS,)

-vs-

No. 916 Equity.

RAY M. DUNNETT, ET AL., RESPONDENTS.)

ENLARGEMENT OF TIME.

NOW ON THIS THE 1st day of September, 1936, upon application of the COME herein, and reasonable grounds being shown therefore, said Complainants are hereby granted an extension of additional time beyond the time heretofore granted, of sixty (60) days which to prepare and complete their transcript of record including the statement of the defence, and file with the Clerk of this Court preparatory to filing in the United States Circuit Court of Appeals for the Tenth Circuit.

The Same to be filed in said Court of Appeals within ten (10) days after plotting and printing.

F. E. KENNAMER
DISTRICT JUDGE.

ENDORSED: Filed Sep 8 1936
H. P. Warfield, Clerk
U. S. District Court B

Court adjourned to September 9, 1936.

Court convened pursuant to adjournment, Wednesday, September 9th, 1936.

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 IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, SEPTEMBER 10, 1936

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

Now on this 9th day of September, A. D. 1936, it is ordered by the Court that exceptions of Defendant, Carter Oil Company, to report of Special Master Preston C. West are hereby taken under advisement. Each side given ten (10) days to file briefs.

STANDISH HALL, Trustee and The Guarantee Title & Trust Co. Trustee,)		
	Plaintiffs,		
-vs-		No. 708 - Equity.	✓
THE KNIGHT REALTY CO. A CORP., ET AL,)		
	Defendants.		

Now on this 9th day of September, A. D. 1936, it is ordered by the Court that attorneys' fees be allowed in the following sums: C. H. Brooks for firm, \$360.00 as payment in full; H. L. Smith a sum of \$650.00 as payment in full for services rendered and balance of same in hands of Trustee to be turned over to purchasers of property foreclosed, all as per journal entry to be filed.

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

Standish Hall, Trustee, et al,	)	Complainants,	
)		
vs.			
The Knight Realty Company, et al.,	)	Respondents.	No. 708 Eq. ✓
Consolidated with No. 791 Equity, Cheyenne Arms Apartments, Inc., a Corporation, et al.,	)	Respondents.	

O R D E R

No. 708 Equity, consolidated with cause No. 791 Equity, coming regularly on hearing on the applications of attorneys Brooks, Brooks and Fleason, and H. L. Smith, for allowance of attorneys fees for services rendered beginning with January 31, 1935, and ending with the date of this order, the said attorneys appeared by C. H. Brooks, esquire, and H. L. Smith, and the bondholders committee representing the purchasers of the real estate involved in this litigation, appeared by Mr. Cunningham, one of said committee.

Thereupon, the Court having heard the evidence and considered the application of said attorneys for allowance of attorneys fees as above mentioned, and for the allowance of expenses by them incurred or expended, and being fully advised in the premises, finds that the firm of Brooks, Brooks and Fleason, and the said C. H. Brooks, esquire, are entitled to be paid in full and final payment for services rendered subsequent to January 30, 1935, and for expenses the sum of \$360.00; and the Court further finds from the evidence that the said H. L. Smith is entitled to be paid for his services in full to date, and for all expenses by him incurred or expended the sum of \$650.00.

IT IS, THEREFORE, considered, adjudged and decreed by the Court that Collis

Chandler, trustee, heretofore appointed by this Court he and he is hereby authorized and instructed to make payment to the aforesaid C. H. Brooks, the sum of \$300.00, in full a final payment for all services rendered in this litigation, and all expenses incurred and is further authorized and instructed to make payment to the said H. L. Smith in full final payment for his services rendered in said litigation, and payment of all expenses by him incurred or expended in connection with the said causes, the sum of \$650.00

IT IS FURTHER considered, ordered, and adjudged by the Court that after payment of said sums herein specified by C. H. Brooks and H. L. Smith, the balance remain in the hands of Collis P. Chandler, be paid and disbursed by him to the purchasers of the estate involved in this litigation, or to the bondholders committee representing said purchasers, and that upon the payment of all of the amounts herein mentioned by the said Collis P. Chandler, trustee, he shall be fully and finally discharged from all duties and liability as trustee herein.

F. E. KENNAMER
Judge.

ENDORSED: Filed Sep 9 1936
H. P. Warfield, Clerk
U. S. District Court B

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

HOWARD GRAY, as Executor of the Estate)
of Julia S. Pearman, Deceased, Plaintiff,)

vs.)

No. 877 Equity.)

EXCHANGE NATIONAL COMPANY, a corporation,)
REX WATKINSON, as Receiver of Exchange)
National Company, a corporation, and THE)
EXCHANGE NATIONAL BANK OF TULSA, Oklahoma, a)
corporation, and JAMES A. CHAPMAN,)
Defendants.)

O R D E R

This cause coming on for hearing upon the motion of The Exchange National of Tulsa, one of the defendants in this cause, to dismiss the original bill, supplemental and the intervening petitions herein in so far as the same seek an accounting against it any money decrees against it arising out of its conduct as such trustee of said trust as herein involved;

It appearing to the Court that heretofore, on the 4th day of December, 1933, decree was entered in this cause removing said The Exchange National Bank of Tulsa, as Trustee of the trust estate herein involved, and appointing J. H. McBirney as substitute trustee that authority was vested in such substitute trustee to institute and commence any action against any former trustee, accrued or accruing to the successor trustee, or any former trustee or which any beneficiary of said trust could institute; and

It further appearing to the Court that said defendant answered the various bills filed herein on November 13, 1933, and that no effort has been made to prosecute said bills against it in so far as an accounting against it, or a money decree was prayed for there and that it was the intention and purpose of the decree heretofore entered in this cause to dispose of such issues by vesting the right of action therefor in said substitute trustee or his successors in trust;

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, SEPTEMBER 9, 1936

IT IS THEREFORE ORDERED that the original bill filed herein, all supplier bills and all intervening petitions in so far as they seek an accounting from said former trustee, the said The Exchange National Bank of Tulsa, for its conduct as trustee of said trust estate, or for any money decree against it, arising out of the same, be and are hereby dismissed, but without prejudice to any action therefor which the said substitute trustee or his successors in trust, may hereafter institute and prosecute in the exercise of his or their sound judgment and discretion, as provided in said decree heretofore entered in this cause.

Dated this 9th day of Sept., 1936.

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

O.K. RAMSEY, MARTIN & LOGAN Attys for Plft.
MARSHALL & COBB for Pitff.

F. A. BODOVITZ, Atty for J. H. McBriney, Successor Trustee.

ENDORSED: Filed Sep 9 1936
H. P. Warfield, Clerk
U. S. District Court B

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

United States,	Complainant,)
)
vs.		) No. 1007 Equity ✓
)
Ray Branstetter and Josephine Branstetter,	Respondents.)

O R D E R

Now on this 9th day of September, 1936, this matter coming on before the Court on the motion of the respondents, Ray Branstetter and Josephine Branstetter to stay the sale of the within foreclosure proceedings, and the Court being fully advised in the premises, finds that said motion should be overruled.

IT IS THEREFORE THE ORDER of the Court that said motion be and the same is hereby overruled, to which order of the Court respondents except, and exceptions are allowed.

F. E. KENNAMER
JUDGE.

O.K. CHESTER A. BREWER
Assistant United States Attorney

ENDORSED: Filed Sep 9 1936
H. P. Warfield, Clerk
U. S. District Court B

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

Employers' Liability Assurance Corporation, Ltd.,)
 Plaintiff,)

-vs-

M. F. Powers, Felix Quinlan, co-)
 partners engaged in business under the)
 firm name and style of Powers and Quinlan,)
 and M. F. Powers, and Felix Quinlan, and W. D.)
 Goldsmith and Mrs. W. D. Goldsmith,)
 Defendants.)

No. 1111 Equity

O R D E R

Now on this 9th day of September, 1936, the above-entitled and numbered case comes regularly on for hearing on the separate motion of the plaintiff to strike paragraphs 2 and 3 of the separate answer of the defendants M. F. Powers and Felix Quinlan, and on the separate motion of the plaintiff to strike the cross-complaint of said defendants filed. The plaintiff appeared by one of its attorneys of record, R. D. Hudson, and said defendants appeared by their attorneys of record J. E. Thrift and H. L. Smith. Thereupon on application of said defendants last above-named, and for good cause shown, it is ordered by the court that said defendants be and they are hereby granted leave to amend by interlineation the answer and cross-complaint filed herein, particularly the first line of said cross-complaint paragraph 2 of said cross-complaint.

Thereupon it being understood that plaintiff's said separate motions which were addressed to said answer and cross-complaint as amended by interlineation, the court finds that said motions are not well taken and should be overruled. IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that the said separate motions of the plaintiff to strike paragraphs 2 and 3 of the answers of the defendants Powers and Quinlan as amended, and the separate motion of the plaintiff to strike the cross-complaint as amended, of said defendants be and they are hereby overruled, to which action of the court the plaintiff excepts. IT IS FURTHER ORDERED BY THE COURT that the plaintiff be and it is hereby granted 10 days from September 9th, 1936, in which to reply to the said answer and cross-complaint, as amended, of said defendants Powers and Quinlan.

F. E. KENNELMER
 Judge.

ENDORSED: Filed Sep 10 1936
 H. P. Warfield, Clerk
 U. S. District Court EA

REX WATKINSON, REC. Ex. National Co. et al.,)
 Plaintiffs,)

-vs-

ROBERT E. ADLER, ET AL,)
 Defendants.)

No. 1115 - Equity.

Now on this 9th day of September, A. D. 1936, it is ordered by the Court that the above case be and it is hereby dismissed without prejudice by reason of misjoinder of parties plaintiff herein. Exception allowed.

REX WATKINS N, REC. Exchange National)
Company, et al, Plaintiffs,)
-vs- No. 1116 - Equity.)
ROBERT E. ADAMS, ET AL, Defendants.)

Now on this 9th day of September, A. D. 1936, it is ordered by the Court the above case be and it is hereby dismissed, without prejudice, by reason of the misjo of parties plaintiff herein. Exception allowed.

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

GEORGE E. McCLOUD, Complainant,)
v.)
THE BOARD OF EDUCATION OF THE CITY OF TULSA,)
OF THE STATE OF OKLAHOMA, also known as INDEPEN-) No. 1118 Equity.)
DENDENT SCHOOL DISTRICT NO. 22, TULSA COUNTY,)
OKLAHOMA; FRANK NEWKIRK, as Treasurer of The)
Board of Education of the City of Tulsa, of the)
State of Oklahoma; the EXCISE BOARD OF TULSA)
COUNTY, and RALSA F. MORLEY, C. R. GILMORE and)
D. H. BOULT, as members of the Excise Board of)
Tulsa County, Respondents.)

O R D E R

Now, on this 9th day of September, 1936, the above entitled matter comes hearing upon the motion to dismiss heretofore filed herein by the defendants; and the defendants appearing in open court and requesting permission of the Court to withdraw their motion to dismiss without prejudice to their right to preserve any questions raised by said motion in their answer, the Court being of the opinion that said request should be granted,

It is ORDERED that said defendants be and they hereby are given permission to withdraw their motion to dismiss, without prejudice, to their right to raise the questions presented by said motion in their answer; and

It is further ORDERED that said defendants and each and all of them be, and they hereby are granted twenty (20) days from this date within which to answer the bill of complaint heretofore filed herein by plaintiff.

F. E. REICHMEYER
JUDGE.

ENDORSED: Filed Sep 10 1936
H. P. Warfield, Clerk
U. S. District Court

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

GEORGE EUGENE PEACOCK, MARJORIE)
GRACE PEACOCK HAWKINS,) Plaintiff's,)
)
vs.) No. 1129 EQUITY.)
)
J. B. PEACOCK and AETNA CASUALTY &)
SURETY CO., a corporation,) Defendants.)

"O R D E R"

On this the 9th day of September, 1936, came regularly on for hearing before the Court, the motion of the plaintiffs to remand the above styled and numbered suit to District Court of Tulsa County, Oklahoma. Whence came the plaintiffs by their attorneys record and the defendant Aetna Casualty & Surety Company, a Corporation, by its attorney of record and the Court having duly considered the aforesaid motion, the evidence submitted and the argument of counsel, and being fully advised in the premises finds with the date Aetna Casualty & Surety Company, a corporation.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the motion of the plaintiffs to remand the above styled and numbered suit to the District Court of Tulsa County, Oklahoma be and the same is in all respects overruled and denied to which Order of the plaintiffs in open court duly excepted and which exception is hereby allowed.

FOR GOOD CAUSE SHOWN, the plaintiffs are given twenty (20) days to plead answer & cross-petition of defendant, Aetna Casualty & Surety Company, a corporation.

DATED at Tulsa, Oklahoma, this the 9th day of September, 1936.

F. E. KENNAMER
J U D G E

ENDORSED: Filed Sep 9 1936
H. P. Warfield, Clerk
U. S. District Court H

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

Sullivan Funeral Home, Inc., a)
Corporation,) Plaintiff,)
vs.)
Bessie Gregory, et al,) Defendants.) No. 1138 Equity.)
United States of America,) Intervener.)

O R D E R

Now on this 9th day of September, 1936, this matter coming on before the Court on the demurrer of the defendants to the petition of the plaintiff, and the Court being fully advised in the premises, finds that said demurrer should be overruled.

IT IS THEREFORE THE ORDER of the Court that said demurrer be, and the same is hereby overruled, to which order and ruling of the Court defendants except and exceptions allowed.

It is further ordered that said defendants be and they are hereby allowed days from this date in which to file their answer to plaintiff's petition.

F. E. KENNAMER
JUDGE.

O.K. CHESTER A. BREWER
Assistant United States Attorney

ENDORSED: Filed Sep 9 1936
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to September 10, 1936.

Court convened pursuant to adjournment, Thursday, September 10th, 1936.

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

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

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

Thomas Haynes, Jr., et al., Plaintiffs,)

vs.)

No. 1144 Equity. ✓

J. L. Hudson, the heirs, executors,
administrators, devisees, trustees and
assigns, immediate and remote, of Susanna
Carr, afterwards Martin, deceased,
Defendants.)

ORDER

Now on this 10th day of September, 1936, this matter coming on before the and it appearing that on September 2, 1936, an order was made by the District Court of T County, Oklahoma, removing the above cause from said District Court to the United States District Court for the Northern District of Oklahoma; and it further appearing to the Court the purpose of said cause of action is the partition of certain restricted Indian land, that said cause should be filed on the Equity Docket of this Court;

IT IS THEREFORE ORDERED that said cause be filed on the Equity Docket of Court.

F. E. KENNAMER
JUDGE.

O.K. CHESTER A. BREWER
Assistant United States Attorney.

ENDORSED: Filed Sep 10 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to September 11, 1936

action be and the same is hereby dismissed without prejudice.

Dated this 11th day of September, 1936.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Sep 11 1936
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to September 14, 1936.

Court convened pursuant to adjournment, Monday, September 14th, 1936.

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

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

THE LINCOLN NATIONAL LIFE INS. CO.,)
Plaintiff,)
vs.) No. 873 - Equity. ✓
EXCHANGE NATIONAL CO. OF TULSA, Defendant.

Now on this 14th day of September, A. D. 1936, it is ordered by the Court hearing on claims of Life Insurance Company of Virginia in re: guaranteed mortgages be the same is hereby passed to October 5, 1936. The following claims are allowed by the Claim of Earl E. Bredahl allowed as a general claim as to taxes but denied as to inter Claim of J. T. Nesbitt denied and canceled and claim of Exchange National Company against T. Nesbitt is hereby denied; Claim of Exchange Trust Company passed pending hearing; the before Judge Williams in District Court of Tulsa County; Claim of Exchange Trust Company against Exchange National Company for stockholders double disability passed pending decision on question now pending in Supreme Court of Oklahoma; Claims of Mr. and Mrs. Everett Jo allowed as a general claim; Steele and Daugherty's claim for \$150.00 attorney fee for closing mortgage allowed as a general claim; Laura E. Fitzgerald and Nellie Mahoney are ordered to file amended claims and hearing is set on same for October 5, 1936; all as per journal entry to be filed.

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

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,)
Plaintiff,)
vs.) No. 873 Equity. ✓
EXCHANGE NATIONAL COMPANY, Defendant.

ORDER ON CLAIMS

This cause coming on to be heard on this the 14th day of September, 1936 been continued to this day from July 21st, 1936, and being one of the regular court day

this court, and Rex Watkinson, Receiver for Exchange National Company being present in and by his solicitors, Horace H. Hagan and T. Austin Gavin, and claimant, Howard C. Johnson, Bank Commissioner of the State of Oklahoma, in charge of Exchange Trust Company in liquidation being present his counsel, Bronse Hoover, and the latter having indicated to the court that the mutual accounts of Exchange National Company and Exchange Trust Company were set over for the consideration of the Honorable Bradford J. Williams, District Judge of Tulsa Co. Oklahoma, in the matter of the liquidation of Exchange Trust Company, early in October 1936, and there being no objection thereto, said general claim of Exchange Trust Company against Exchange National Company, and the latter's claim against Exchange Trust Company, was stricken, pending determination thereof in said state court proceeding above mentioned and thereupon the claim of Life Insurance Company of Virginia, appearing by its solicitor W. H. Martin, who having requested that the hearing on said claim be continued to October 5th, 1936, and there being no objection thereto, said claim was continued to October 5th 1936, and thereupon claimant Pearl Bre Dahl appearing in person and by her solicitor, J. Beverson, and said claims, the one for the sum of \$350.00 for interest, which said claimant alleged she was entitled to receive from Exchange National Company, the other in the sum of \$194.45, for taxes which she was required to pay, despite the guarantee of Exchange National Company prior to receivership so to do, and the court being well and truly advised in the premises, finds that said claim for the sum of \$350.00 be and the same is hereby granted, and the claim of the said Pearl Bre Dahl in the sum of \$194.45 be and the same is allowed, as a general claim.

Thereafter Elizabeth N. Johnson, by her attorneys, Milsten and Milsten, appearing by her claims, the one in the sum of \$22.00, and the other in the sum of \$50.60, and the court being fully advised in the premises finds that said claims should be allowed as general claims against the receivership, and the said attorneys, Milsten and Milsten announced that they were not ready to present the claims on behalf of Nellie Mahoney and Laura E. Fitzgerald and upon said claims were continued for further hearing until October 5th, 1936.

Thereupon Steele & Daugherty presented their claim in the sum of \$150.00, representing an attorneys' fee which accrued prior to receivership and the court being well and truly advised in the premises, finds that said claim of said attorneys, Steele & Daugherty, should be allowed and the same is allowed as a general claim against the receivership.

It further appearing that J. T. Nesbitt has heretofore filed a claim in this cause in the sum of \$125.00, and that the receiver for Exchange National Company has another claim against the said J. T. Nesbitt in the sum of \$75.00, and the court being well and truly advised in the premises finds that the claim of J. T. Nesbitt, and the claim of Rex Watkinson, Receiver for Exchange National Company against the said J. T. Nesbitt, be and they are hereby denied.

Thereafter Felix Bodovitz appearing in person on behalf of J. H. McBirney, Successor Trustee of guaranteed first lien participation certificates appeared and called attention of the court to a possible ambiguity that existed in the order heretofore entered on the 21st day of July, 1936, with respect to the claim of the said J. H. McBirney, successor trustee of the guaranteed first lien participation certificates, and the court having examined said original order and finding that some possible ambiguity may exist therein, as to whether said guaranteed first lien participation certificates were allowed as general claims against the receivership up to the face value of said certificates, less any liquidating dividends heretofore paid, or which shall hereafter be paid, and that Felix Bodovitz having applied to the court to amplify said original order nunc pro tunc, insofar as the allowance of said guaranteed first lien participation certificates is concerned, and the court finding it has jurisdiction to amplify said original order on said application so made, and being otherwise well and truly advised in the premises, and finding that said application should be sustained;

IT IS, THEREFORE BY THE COURT ORDERED, ADJUDGED AND DECREED that the order heretofore entered on the 31st day of July, 1936, on the claims filed in this cause and that the same is hereby enlarged and amplified to correct any ambiguity or lack of clarity said order heretofore entered, in this to-wit, that

IT IS ORDERED, ADJUDGED AND DECREED that the claim of J. H. McBirney, su trustee to Exchange National Bank of Tulsa, Oklahoma, of all the notes, bonds, mortgage liens, obligations and property held as security for the payment of first lien particip certificates issued by the Exchange National Company under a trust agreement of July 19 between said Exchange National Company and Exchange National Bank of Tulsa, Oklahoma, a total principal amount of \$3,086,497.84, less all liquidating dividends which have here been paid, or which may hereafter be paid, is declared to be a debt against Exchange Na Company, and the receiver of its assets, and said sum is allowed as a common claim agai the assets of Exchange National Company, The claim herein allowed is for the benefit of several holders of the first lien participation certificates, and said claims of the re certificate holders are allowed as debts and claims against Exchange National Company a assets in the fact amount of each of said certificates, less all liquidating dividends have heretofore accrued or which shall hereafter accrue thereto.

F. E. KENDAMER
United States District Judge.

ENDORSED: Filed Sep 18 1936
H. P. Warfield, Clerk
U. S. District Court B

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

HOWARD GRAY, as Executor of the)
Estate of Julia S. Pearman,)
deceased, Plaintiff)
vs.) No. 877 - Equity. ✓
EXCHANGE NATIONAL COMPANY, a cor-)
poration, ET AL, Defendants.)

ORDER SETTING APPLICATION FOR HEARING.

On this 14th day of September, 1936, upon the filing of the verified appl of J. H. McBirney, Successor Trustee, for authority to settle and adjust the indebtedness Toronto Investment Company, evidenced by notes in the principal sum of Three Hundred Tho Dollars (\$300,000.00), together with interest thereon, for the sum of Two Hundred Fifty Dollars (\$250,000.00) in cash, and a note in the principal sum of Ten Thousand Dollars (00), secured by second mortgage upon said Bliss Hotel, including real estate and furnitu and it appearing that notice of said application should be given the holders of the first lien participation certificates.

IT IS ORDERED that the application of J. H. McBirney, Successor Trustee, authority to compromise and settle the indebtedness of Toronto Investment Company, evide by notes in the principal sum of Three Hundred Thousand Dollars (\$300,000.00), for the a Two Hundred Fifty Thousand (\$250,000.00) in cash, plus interest at the rate of 6% per an from September 1, 1936, said sum to be paid on or before October 15, 1936, and a note in principal sum of Ten Thousand Dollars (\$10,000.00), to be executed by Toronto Investment pany, a corporation, Bliss Hotel Company, a corporation, and Charles W. Bliss, to be a by second mortgage upon the Bliss Hotel real estate and personal property, be, and the a

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN
DISTRICT OF OKLAHOMA
A SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, SEPTEMBER 14, 1936

heraby set for hearing before the undersigned Judge in the Federal Building at Tulsa, Oklahoma, on the 25th day of September, 1936.

IT IS ORDERED that copy of this order be mailed to each of the holders said first lien participation certificates seven (7) days prior to said hearing,

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Sep 14 1936
H. P. Warfield, Clerk
U. S. District Court H

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

HOWARD GRAY, as Executor of the)
Estate of Julia S. Pearman,)
Deceased,) Plaintiff,)
vs.) No. 877 - Equity. ✓
EXCHANGE NATIONAL COMPANY, a cor-)
poration, et al,) Defendants.)

ORDER SETTING APPLICATION FOR HEARING

On this 14th day of September, 1936, upon the filing of application by J. McBirney, successor trustee, for authority to settle and adjust the indebtedness of Hotel Calmez, Inc., evidenced by thirty-six (36) notes in the principal sum of One Hundred Forty-one Thousand Dollars (\$141,000.00), together with interest thereon for the sum of Eighty-five Thousand Dollars (\$85,000.00) in cash, said sum to be credited with payments made to said trustee upon said indebtedness, and it appearing that notice of said application should be given to the holders of the first lien participation certificates,

IT IS ORDERED that the application of J. H. McBirney, Successor Trustee, for authority to compromise and settle the indebtedness of Hotel Calmez, Inc., evidenced by thirty-six (36) notes in the principal sum of One Hundred Forty-one Thousand Dollars (\$141,000.00) for the sum of Eighty-five Thousand Dollars (\$85,000.00) in cash be, and the same is hereby set for hearing before the undersigned Judge in the Federal Building at Tulsa, Oklahoma, on the 25th day of September, 1936.

IT IS ORDERED that copy of this order be mailed to each of the holders of first lien participation certificates 7 days prior to said hearing.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Sep 14 1936
H. P. Warfield, Clerk
U. S. District Court H

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

James P. Ratigan, Plaintiff,)
)
 Vs.)
) IN EQUITY NO. 881 E.
 Deckard Supply Company, a corporation,
 and Charles L. Deckard, doing business
 under the name and style of Deckard
 Manufacturing Company, Defendants.)

ORDER TO CLERK TO CERTIFY ORIGINAL EXHIBITS TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE TENTH CIRCUIT.

On this 14th day of September, 1936, upon stipulation of counsel for the parties to the above entitled and numbered cause of action, it is hereby ordered that the Clerk of this Court certify to the United States Circuit Court of Appeals for the Tenth Circuit, the following original exhibits in evidence in said cause; to wit,

Original exhibit of three blue prints constituting Plaintiff's exhibit number 9b.

Original exhibits "A", "B" and "C", of Defendants, introduced on the taking of the deposition of the Defendants' witness H. C. George; to be used on argument in and before said Appellate Court and the Clerk of this Court is so to do.

F. E. KEENLAKER
JUDGE.

Approved as to form:

WEST & DAVIDSON
Solicitor for Plaintiff.

FRANK R. COLE
Solicitor for Defendants.

ENDORSED: Filed Sep 14 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

THE TEXAS COMPANY, Plaintiff,)
)
 vs.) No. 1127 Equity.
)
 THE DANFORTH OIL COMPANY, a corporation,
 Defendant.)

ORDER EXTENDING DEFENDANT'S TIME TO PLEAD

NOW on this 14th day of September, 1936, pursuant to Stipulation of the parties...

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, SEPTEMBER 14, 1936

the defendant is given an extension of thirty (30) days from this date within which to file herein.

F. E. KENNAMER
J U D G E

FORWARDED: Filed Sep 14 1936
H. P. Warfield, Clerk
U. S. District Court B

Court adjourned to September 15, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, SEPTEMBER 15, 1936

Court convened pursuant to adjournment, Tuesday, September 15, 1936.

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:

C. E. KEIHL, Plaintiff,)
-vs-) No. 1078 - Equity.)
SAPULPA GAS CO., A CORP. ET AL, Defendants.)

Now on this 15th day of September, A. D. 1936, the above styled case is called for trial. Both sides present in person and by counsel and announce ready for trial. Oral statements of counsel are made and case stands on arguments on Defendants' application to dismiss. Thereupon, it is ordered by the Court that Defendants be given ten (10) days to submit brief in support of application. Plaintiff given ten (10) days thereafter to submit brief answer thereto.

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

SOVEREIGN CAMP OF THE WOODMEN OF THE)
WORLD, Plaintiff,)
vs.) No. 1078 Equity.)
MYRTLE CLARK AND HATTIE CLARK, Defendants.)

ORDER ENLARGING TIME TO LODGE APPEAL.

Now, on this 15th day of September, A. D. 1936, and prior to the expiration of the order extending the time within which to perfect the record and lodge the appeal allowed herein, and for good cause shown;

IT IS BY THE COURT, CONSIDERED, ADJUDGED AND ORDERED that the time for print the record and lodging the appeal heretofore allowed petitioner appellant herein in the United States Circuit Court of Appeals for the Tenth Circuit, and for the filing of said record be

decree in said cause, in the United States Circuit Court of Appeals for the Tenth Circuit and the same is heroby enlarged and extended to the 15th day of October, A. D. 1936.

Dated at Tulsa, Oklahoma, this 15th day of September, A. D. 1936.

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

RECORDED: Filed Sep 15 1936
H. P. Warfield, Clerk
U. S. District Court EA

MISSISSIPPI VALLEY TRUST CO. A)
CORP. ET AL., TRUSTEES, Plaintiffs,)
No. 1112 - Equity.
vs.
THE ABBOTT CO. A CORP. ET AL, Defendants.

Now on this 15th day of September, A. D. 1936, it is ordered by the Court motion of Plaintiffs for Order striking Answer of The Abbott Company stand submitted on want of counsel and taken under advisement until October 2, 1936;

Court adjourned to September 16, 1936.

Court convened pursuant to adjournment, Wednesday, September 16th, 1936.

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

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

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

Spanish Hall, Trustee, et al., Complainants,)
-vs-)
The Knight Realty Company, et al., Respondents.) No. 708 Equity.
Consolidated with No. 791 Equity.
Stephens Arms Apartments, Inc.,)
Corporation, et al., Respondents.

O R D E R

Now on this 9th day of September, 1936, the above -entitled and numbered cause being regularly on for hearing, the complainants appearing by their attorneys C. H. Bro

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

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, SEPTEMBER 16, 1936

W. A. Deitz, and there also appearing W. A. Cunningham, Chairman of the Bondholders Committee, representing the purchasers at the Special Master's sale of the property involved in this litigation, and the court, being fully advised in the premises, finds that the Special Master appointed by the court, viz., Travis I. Milsten, Esquire, still has in his hands \$1087.71 representing a balance of moneys deposited with him by the said Bondholders Committee representing the purchasers of said property, and that certain holders of bonds have never presented the same to the said Special Master for redemption, and that said sum of \$1087.71 should be turned over to this Court to be held subject to the further orders of the court and the rights of any non-participating bondholders who have never presented the bonds for redemption.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that said Travis I. Milsten be and he is hereby authorized and directed to pay to the Registry of this Court the said sum of \$1087.71, and on payment of the said sum to the said Registry this Court the said Travis I. Milsten shall be fully and finally discharged of and from all duties in connection with this case as Special Master or otherwise, and from all liability because of his having acted as Special Master and held or disbursed funds as such.

F. E. KENNAMER
JUDGE.

ENTERED: Filed Sep 16 1936
H. F. Warfield, Clerk
U. S. District Court EA

Court adjourned to September 17, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA THURSDAY, SEPTEMBER 17, 1936

Court convened pursuant to adjournment, Thursday, September 17th, 1936.

Present: Hon. F. E. Kennamer, Judge, U. S. District Court.
H. F. 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,	Complainant,)	
)	
vs.)	
)	
Mortie S. House, Grace G. House,)some- times known as Grace Gibson House), E. C. )		)	No. 1084 Equity.
Edw. George, C. F. Yarbrough, First State))	
Bank of Fairfax, Oklahoma, Max Kan, Louise))	
Patty Crow and James P. Crow, heirs of W.))	
C. Crow, deceased,	Respondents.)	

JOURNAL ENTRY OF JUDGMENT

Now on this 17th day of September, 1936, this cause having come on for hearing as aforesaid, before Honorable F. E. Kennamer, Judge presiding, and the complainant the United States, being represented by Chester A. Brewer, Assistant United States Attorney

the Northern District of Oklahoma, and the above named respondents appearing neither in person by attorney, and the complainant, the United States having introduced its evidence in court and presented its exhibits in said cause, and the Court being fully advised in the premises, finds that complainant, the United States, is entitled to judgment as prayed in Bill of Complaint herein.

IT IS THEREFORE THE ORDER AND JUDGMENT of the Court that the United States on its own behalf and in behalf of the heirs of Henry Petsemoie, deceased Usage Allottee No. 249 do have and recover of and from the respondents, Montie S. House and Grace G. House, sometimes known as Grace Gibson House, and each of them, the sum of \$7,054.30, with interest thereon at the rate of 10% per annum from January 4, 1935, until paid, together with unpaid taxes in the sum of \$326.82, with interest and penalties, and for all costs of this action.

IT IS THE FURTHER JUDGMENT of the Court that the mortgage made upon hereinbefore recited, and that if said respondents, Montie S. House and Grace G. House, sometimes known as Grace Gibson House, fail to pay said indebtedness within six months from date of this judgment and order of sale issue out of this court to the United States Marshal of the Northern District of Oklahoma, commanding him to advertise and sell, without appraisal the land described in said mortgage, as follows, to-wit:

Lots Three and Four, Block Thirteen, Walker addition to Hominy, Oklahoma; Northeast Quarter and West Half of Southeast Quarter of Section Twenty-three, Township Twenty-one North, Range Ten East, Usage County, Oklahoma,

the proceeds of said sale to be applied as follows:

- First - Payment of costs of sale and this suit.
- Second - Payment of said judgment in the sum of \$7,054.30 with interest thereon at 10% per annum from January 4, 1935, until paid.
- Third - Payment of delinquent taxes in the sum of \$326.82, with interest and penalties.
- Fourth - The residue, if any, to be paid into this court, to await the further orders of the Court.

IT IS FURTHER ORDERED that from and after the sale of said property under this judgment, the respondents, Montie S. House, Grace G. House, sometimes known as Grace Gibson, E. C. Willmore, C. F. Yarbrough, First State Bank of Fairfax, Oklahoma, Max Kan, L. Petty Crow and James P. Crow, heirs of V. S. Crow, deceased, and all persons claiming an interest since the commencement of this suit, be, and they are forever barred from claiming any title, interest or equity in or to said land, or any part thereof.

IT IS FURTHER ORDERED that Jno. P. Logan, be and he is hereby appointed Receiver in this cause, 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.

IT IS FURTHER ORDERED that the original note and mortgage in this cause be returned in this judgment.

O.K. CHESTER A. BREWER
Assistant United States Attorney

F. E. KEETAMER
JUDGE.

RECORDED: Filed Sep 17 1936
H. L. Warfield, Clerk
U. S. District Court EA

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that said application for authority to sell the same is hereby sustained, and the said Horace H. Bagan and T. Austin Gavin are granted as a temporary allowance in said cause for services rendered during the period from July 14th, 1936, to and including September 14th, 1936, the sum of \$200.00; that said Rex Watkinson, Receiver for Exchange National Company is hereby and herewith directed and empowered forthwith to pay from funds on hand in said receivership, the sum of \$200.00 to the said Horace H. Bagan and T. Austin Gavin for said services rendered.

F. E. KENNAMER
United States District Judge.

RECORDED: Filed Sep 18 1936
H. P. Warfield, Clerk
U. S. District Court B

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

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,	)		Plaintiff,)	
vs.				)	No. 873 Equity.
THE EXCHANGE NATIONAL COMPANY,			Defendant.)	

ORDER AUTHORIZING SALE OF STOCK IN SOUTHWEST BOX COMPANY

THIS CASE COMING on to be heard on this the 18th day of September, 1936, application of Rex Watkinson, Receiver for Exchange National Company, for authority to sell a share of common stock of the Southwest Box Company, which stock is part of the assets of said receivership, for \$2.00 per share, that being the highest and best bid which he has been able to obtain, and the court having read said application and finding that it has jurisdiction to entertain the same and enter an order thereon, and being fully advised in the premises, it is hereby ordered that said application should be sustained.

IT IS, THEREFORE, BY THE COURT, ORDERED AND DECREED that said application of said Rex Watkinson, for authority to sell said said, be and the same is hereby sustained;

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that the said Rex Watkinson, make, execute and deliver whatever papers are necessary in order to transfer the said stock upon receipt of the purchase price and he is further directed, authorized and empowered to do all other things necessary and proper in order fully and effectually to carry out the letter and spirit of the application and this order.

F. E. KENNAMER
United States District Judge.

RECORDED: Filed Sep 18 1936
H. P. Warfield, Clerk
U. S. District Court B

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

REGULAR MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, SEPTEMBER 18, 1936

UNITED STATES OF AMERICA, Plaintiff,)
)
-vs-) No. 1093 - Equity. ✓
)
D. C. HOWARD, A. G. OLIPHANT, &)
MARSHALL TITLE & TRUST CO., Defendants.)

Now on this 18th day of September, A. D. 1936, the above styled case is called for trial. Both sides present and announce ready for trial. Opening statements of counsel are made and all witnesses are sworn in open court. An Agreed Stipulation of Fact is heretofore introduced in evidence. And thereafter, the Plaintiff offers evidence and proof with the following witness: W. H. Rudolph. And thereafter, the Plaintiff rests. The Defendants introduce evidence and proof with the following witnesses: W. H. Rudolph, J. T. Gorman. And thereafter, the Defendants rest. Closing arguments of counsel are made. And thereafter, it is ordered by the Court, after being fully advised in the premises, that Decree for Plaintiff be entered, as per journal entry to be filed. Exception allowed.

N. E. McNEILL, Plaintiff,)
)
-vs-) No. 1106 - Equity. ✓
)
LEWIS KREGER, ET AL., Defendants.)

Now on this 18th day of September, A. D. 1936, the above case is called for both sides present and announce ready for trial. The Defendants are permitted to amend heretofore Answer by dictation into record. Thereafter, all witnesses are sworn in open court. The Plaintiff introduces evidence and proof with the following witness: N. E. McNeill. The Court is ordered by the Court, that said case be settled to be later dismissed with prejudice to the cost of the Plaintiff. All as per journal entry to be filed herein.

C. E. FOSTER, Plaintiff,)
)
-vs-) No. 1108 - Equity. ✓
)
DORA E. LAWRENCE, nee HILL, ET AL, Defendants.)

Now on this 18th day of September, A. D. 1936, the above styled case is called for trial. Plaintiff and intervener present and announce ready for trial. Opening statements of counsel are made and all witnesses are sworn in open court. The Plaintiff introduces evidence and proof with the following witnesses: Fred Warren, H. R. Warner, S. F. Parks, C. Foster. And thereafter, the Plaintiff rests. Closing arguments of counsel are made. Thereupon, Decree for Plaintiff is entered by the Court, as per journal entry to be filed. Exception allowed.

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

C. E. Foster, Plaintiff,)
)
vs.)
)
Dora E. Lawrence, nee Hill, and Bud Lawrence,)
her husband, if living, or if dead, the heirs,)
executors, administrators, devisees, trustees,)
creditors, and assigns, known and unknown,)
heirs, legatees and assigns of Dora E. Lawrence, nee)
Hill,)
No. 1108 Equity ✓

Real Estate Title - Continued.

vs., Defendants.)
and United States of America, Intervener.)

JOURNAL ENTRY OF JUDGMENT AND DECREE QUIETING TITLE

Now on this 18th day of September, 1936, this cause comes on to be heard under order. The plaintiff, C. E. Foster, being present in person and by his attorney in fact, Richard E. Wheatley. The United States of America on its own behalf and on behalf of Clara E. Lawrence E. Lawrence, nee Hill and Bud Lawrence, her husband, was present by C. Bailey, United States Attorney and Chester A. Brewer, Assistant United States Attorney for Northern District of Oklahoma.

Both parties announce ready for trial and a trial is had to the court with the intervention of a jury. The court being well and sufficiently advised in the premises upon the testimony offered finds: that Clara E. Lawrence, nee Hill, was a half-blood Choctaw Indian appearing opposite Roll Number 32802; that the real estate involved herein, to-wit:

The South half (S¹/₂) of the Northeast Quarter (NE¹/₄) of the Northeast quarter (NE¹/₄) and the Northeast Quarter (NE¹/₄) of the Northeast Quarter (NE¹/₄) of the Northeast Quarter (NE¹/₄) of Section Sixteen (16), Township Twenty-five (25) North, Range Twenty-one (21) East in Craig County, Oklahoma,

was duly allotted to her by the Cherokee Nation as her homestead allotment; that said land described was restricted as to alienation without the approval of the Secretary of the Interior and that said restriction had not been removed on and prior to April 3rd, 1919. That on the 3rd day of April, 1919, Clara E. Lawrence, nee Hill, and Bud Lawrence, her husband, executed their certain warranty deed purported to convey said property to Jesse Lee Brady, which deed was filed for record in the office of the County Clerk of Craig County, Oklahoma on the 4th day of April, 1919, and there recorded in Book 84 at Page 296.

That on the 3rd day of April, 1919, the said Jesse Lee Brady and Susie Brady his wife, conveyed their right, title and interest in said real estate by warranty deed to Todd, which said deed was filed for record in the office of the County Clerk of Craig County, Oklahoma on the 4th day of April, 1919, and there recorded in Book 84 at Page 295.

That the said Lee Todd mortgaged the same to the Home Farm Mortgage Company which said mortgage was in writing and sold to S. F. Parks, Guardian of Edna Walker, and was foreclosed in the District Court of Craig County, Oklahoma and Sheriff's Deed issued Edna Walker dated November 1st, 1929.

That on the 2nd day of September, 1931, Edna Dillingham Nee Walker and Ral L. Dillingham, her husband, executed and delivered their warranty deed to the real estate described to the said C. E. Foster, plaintiff herein.

That Lee Todd went into the possession of said real estate on the 3rd day of April, 1919, under claim and color of title of the deed executed to him by Jesse Lee Brady and Susie Brady, his wife, and of the deed executed by Clara E. Lawrence nee Hill and Bud Lawrence her husband, on the 3rd day of April, 1919, to Jesse Lee Brady. That the said Lee Todd and his successors in title have been in the actual, open, notorious, and visible occupancy of said real estate since the 3rd day of April, 1919. That the said C. E. Foster is now in the actual, open, notorious, and visible occupancy of said real estate, which said possession is under claim and color of title ownership. That the said Lee Todd and his successors in title, including C. E. Foster, plaintiff herein, have exercised absolute ownership and control of said real estate. That the said Lee Todd and his successors in title, including C. E. Foster, plaintiff herein, have paid the taxes on said real estate and collected the rents and profits thereon. That said possession and control and claim of ownership has been absolute

4
DISTRICT COURT OF THE UNITED STATES IN AND FOR THE DISTRICT OF OKLAHOMA
THIRD-QUARTER TERM-UNITY SESSION TULSA, OKLAHOMA FRIDAY, SEPTEMBER 14, 1936

admitted for more than fifteen years, and that the said C. E. Foster had acquired title by prescription.

That this suit was originally filed in the District Court of Craig County, Oklahoma, and upon application of C. E. Bailey, United States District Attorney, on behalf of the United States and on behalf of Clara E. Lawrence nee Hill, intervener was removed to Tulsa.

That under and by virtue of the Act of Congress, Ch. 115, 44 U.S. Stat. L. page 210, Sec. 2, of the 69th Congress, April 12th, 1926 said defendants and each of them are barred by the statute of limitations of the State of Oklahoma.

THEREFORE, IT IS BY THE COURT CONSIDERED, ORDERED, ADJUDGED AND DECREED that the title and possession of said plaintiff C. E. Foster in and to the following described real estate, to-wit:

The South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section Sixteen (16), Township Twenty-five (25) North, Range Twenty-one (21) East, Craig County, Oklahoma,

be, and the same is hereby forever settled and quieted in the plaintiff as against all of his demands by the said defendants and by the intervener herein and those claiming or to claim under them or any of them, and that the plaintiff C. E. Foster is the owner of the absolute title in fee simple in and to said real estate, and,

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the said defendants and the intervener herein and those claiming through, by or under them or any of them be, they are hereby perpetually enjoined and forbidden to claim any right, title, interest or estate in and to said premises and said defendants and the intervener herein are hereby perpetually prohibited and enjoined from commencing suit to disturb said plaintiff in his possession and title in said premises, from setting up any claim or interest adverse to the title of plaintiff herein and from disturbing plaintiff in his peaceable and quiet enjoyment of said premises. Judgment of the Court the Intervener, United States of America, excepts, and one copy allowed.

F. E. KENNEDY
Judge District Court Northern District Oklahoma

O.R. RICHARD L. WHEATLEY
Attorney for Plaintiff

C. E. BAILEY
United States District Attorney.

RECORDED: Filed Sep 28 1936
H. P. Jenfield, Clerk
U. S. District Court.

Court adjourned to September 19, 1936.

U. S. DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
FIRST MARCH TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, SEPTEMBER 21, 1936

Court convened pursuant to adjournment, Monday, September 21, 1936.

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:

W. E. McNEILL, Plaintiff,)
-vs-) No. 1106 - Equity. ✓
LEVI KREGER, ET AL., Defendants.)

Now on this 21st day of September, A. D. 1936, it is ordered by the Court
the above case be dismissed at the cost of the Plaintiff, with prejudice.

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

United States of America, Complainant,)
vs.) No. 1114 Equity. ✓
O. L. Barlow and Ethel P. Barlow, Respondents.)

JOURNAL ENTRY OF JUDGMENT.

Now on this 21st day of September, 1936, this cause having come on for hearing on the regular assignment before Honorable F. E. Kennamer, Judge presiding, and the complainant, the United States of America, being represented by Joe W. Howard, Assistant United States Attorney, for the Northern District of Oklahoma; and the respondents, O. L. Barlow and Ethel Barlow, appearing in person and by their attorney C. S. MacDonald, and the complainant, the United States of America, having introduced its evidence in open court and presented its case in said cause, and the respondents having offered their evidence in open court, and the Court being fully advised in the premises, finds that the complainant, the United States of America, entitled to judgment as prayed in its Bill of Complaint, except, the respondents having offered and promised in open court to send the sum of \$25.00 each month hereafter to the Clerk of Court as rental for their occupancy of said property, to be applied and distributed as the Court may advise hereinafter, the complainant's application for receivership is denied.

IT IS THEREFORE THE ORDER AND JUDGMENT OF THE COURT that the complainant, the United States of America, in its own behalf and in behalf of Magella Whitehorn Whitewing, allottee No. 823, and Beatrice Whitewing and Oscar Whitewing, unallotted full-blood restrictions of Wiley Whitewing, deceased Osage Allottee No. 686, do have and recover of and from respondents O. L. Barlow and Ethel P. Barlow, and each of them, judgment in the sum of \$6,000, with interest thereon at the rate of 7 per cent per annum, payable semi-annually from 10/1/36, until paid, together with ad valorem taxes in the sum of \$756.85, and paying tax the sum of \$487.00, with interest and penalties, and for costs of this action.

IT IS THE FURTHER JUDGMENT OF THE COURT that, respondents O. L. Barlow and Ethel P. Barlow, do promise in open court to pay the sum of \$25.00 each month to the Clerk of Court as rental for their occupancy of the property herein ordered sold until the said property is sold hereunder, the complainant's application for the appointment of a receiver is denied.

IT IS FURTHER JUDGMENT OF THE COURT that said mortgage be and upon hereinafter, and that, if said Respondents, C. L. Barlow and Ethel P. Barlow fail to pay said taxes within six months from the date of this judgment, an execution and order of sale out of this court to the United States Marshal for the Northern District of Oklahoma be and to advertise and sell without appraisal the lands described in said mortgage:

Lots One (1) and Two (2) in Block Forty Four (44) Original Town of
Loring, Geary County, Oklahoma,
The proceeds of said sale to be applied as follows:

- First - Payment of costs of said sale and this suit.
- Second - Payment of said judgment in the sum of \$8,000.00, with interest thereon at the rate of 7 per cent per annum, payable semi-annually May 3, 1929, until paid.
- Third - Payment of delinquent ad valorem taxes in the sum of \$755.85, and delinquent paving taxes in the sum of \$457.59, with interest and penalties.
- Fourth - The residue, if any, to be paid into this court, to await the further order of the Court.

IT IS FURTHER ORDERED that, from and after the sale of said property under judgment, the respondents, C. L. Barlow and Ethel P. Barlow, and all persons claiming and asserting since the commencement of this suit, be, and they hereby are, forever barred and forever barred, title, interest, or equity in or to said property or any part thereof.

IT IS THE FURTHER ORDER OF THE COURT that the original note and mortgage be and be returned in this judgment.

J. M. HOLLARD
Assistant United States Attorney.

F. E. KENNAMER
JUDGE.

FILED Sep 21 1936
H. B. Warfield, Clerk
U. S. District Court H

Court adjourned to September 22, 1936.

U. S. DISTRICT COURT
EQUITY SESSION TULSA, OKLAHOMA TUESDAY, SEPTEMBER 22, 1936

Court convened pursuant to adjournment, Tuesday, September 22nd, 1936.

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

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

U. S. DISTRICT COURT OF THE UNITED STATES IN AND FOR THE DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, SEPTEMBER 23, 1936

ST. LOUIS UNION TRUST CO., Plaintiff,)
vs.) No. 1130 - Equity. ✓
C. C. COLE, ET AL, Defendants.)

Now on this 22nd day of September, A. D. 1936, the above styled case is set for trial. Both sides present and announce ready for trial. Thereafter, stipulation of facts is filed. Thereupon, it is ordered by the Court that said case stand on dock until adjournment is approved and filed.

Court adjourned to September 23, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, SEPTEMBER 23, 1936

Court convened pursuant to adjournment, Wednesday, September 23, 1936.

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:

ST. LOUIS UNION TRUST CO. ET AL.,)
Plaintiffs,)
vs.) No. 841 - Equity. ✓
C. C. COLE, ET AL, Defendants.)

Now on this 23rd day of September, A. D. 1936, the above styled case is set for trial. Both sides present in person and by counsel and Plaintiffs announce ready for trial and Defendants apply for a continuance. And thereafter, C. C. Cole is sworn and examined by the Court and thereafter, application for a continuance herein is denied. Thereafter, all witnesses are sworn in open court and opening statements of counsel are made. Agreed statement of facts is dictated into record herein. Thereupon, the Plaintiffs introduce evidence and proof with the following witnesses: Harry W. Heidenreich, Alexander Hamilton. And thereafter, the Plaintiffs rest. Thereafter, the Defendants introduce evidence and proof with the following witnesses: H. B. Johnson, C. C. Cole. And thereafter, the Plaintiffs offer in rebuttal the testimony of Claude T. Porter. And thereafter, it is ordered by the Court, after being fully advised in the premises, that Decree be entered, as per journal entry to be filed herein.

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

Gypsy Oil Company, a corporation, Complainant,)
)
 vs.)
) No. 925 Equity. ✓
 Oklahoma Tax Commission, Melvin Cornish,)
 John T. Bailey, and W. D. Humphrey,)
 Chairman and Members of said Commission,)
 and R. B. Connor, Sheriff of Osage County,)
 Oklahoma, Defendants.)

O R D E R

NOW on this, the 23rd day of September, 1936, this cause coming on to be heard, and it appearing to the Court that this cause was appealed to the United States Supreme Court and the decree dismissing the Bill of Complaint was affirmed upon the ground that the Court was without jurisdiction because the requisite jurisdictional amount was not involved; that the mandate of the Supreme Court showing such affirmance has been received and spread on the record in this cause; and it further appearing from said mandate that this Court is ordered and directed to dismiss said cause on the ground that the Bill of Complaint does not involve the requisite jurisdictional amount;

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the said cause be, and is hereby dismissed without prejudice on the ground and for the reason that this Court is without jurisdiction to hear and determine same, in that it does not appear from the Bill of Complaint that the cause involves the necessary jurisdictional amount.

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

ENDORSED: Filed In Open Court
Sep 23 1936
H. P. Warfield, Clerk
U. S. District Court ME

BARTLETT MORTGAGE CO. A CORP., Plaintiff,)
)
 -vs-) No. 1003 - Equity. ✓
)
 CLARENCE A. TAULMAN, ET AL, Defendants.)

Now on this 23rd day of September, A. D. 1936, the above styled case is called for trial. The Plaintiff is present and duly represented and the Defendant is neither present nor by counsel and is accordingly in default. Thereupon, it is ordered by the Court judgment Pro Confesso be entered, as per journal entry to be filed.

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

Mollie Davis, nee Jones, Plaintiff,)

vs)

No. 1031 - Equity. ✓

A. D. Morton, Jennie O. Morton, James)
M. Coykendall, Mrs. James M. Coykendall,)
his wife, whose true name is unknown,)
R. R. Runyan and Selina Runyan, Defendants.)

D E C R E E

On this the 23rd day of September, 1936, the above styled cause comes on for trial upon the petition filed herein, and the plaintiff appears by her attorneys, M. S. Robb and Joe Brown, United States Probate Attorneys, but the defendants, A. D. Morton, Jennie O. Morton, James M. Coykendall, Mrs. James M. Coykendall, his wife, whose true name is unknown, R. R. Runyan and Selina Runyan appear not, neither have they heretofore made any appearance herein any pleading or answer, and they are adjudged to be in default.

From said petition and from proof submitted, it appears to the Court and the Court finds that the defendants, A. D. Morton, Jennie O. Morton, James M. Coykendall, Mrs. M. Coykendall, his wife, whose true name is unknown, R. R. Runyan and Selina Runyan, have been duly and legally summoned herein and have filed their general appearance herein and that the answer day therein named has long since passed, that order pro confesso was duly taken here against all the defendants on the 10th day of June, 1936, and that more than thirty days have elapsed since the taking of said order pro confesso, and the Court declares the defendants in default, and the Court finds that the Plaintiff, Mollie Davis, nee Jones, is entitled to judgment as prayed in petition filed in this Court.

IT IS THEREFORE THE ORDER AND JUDGMENT OF THIS COURT That the plaintiff, Mollie Davis, nee Jones, restricted Creek Indian, Roll No. 7721, have and recover of and from the defendants, A. D. Morton, Jennie O. Morton, James M. Coykendall, Mrs. James M. Coykendall, his wife, whose true name is unknown, R. R. Runyan and Selina Runyan, and each of them, the sum of Three Thousand Nine Hundred Dollars (\$3,900.00), with interest thereon at the rate of 6% per annum from December 1, 1932, to June 1, 1933, and 10% per annum thereafter until paid on the principal and interest, together with insurance premiums paid on the 28th day of September in the sum of \$11.12, with interest thereon from said date at 10% per annum until paid, and for all costs of this action; that the mortgage herein be foreclosed and the property involved sold at the expiration of six months from date of this judgment if said judgment not paid, the proceeds of such sale to be applied to the satisfaction of such indebtedness.

IT IS FURTHER ORDERED that if said defendants fail to pay said indebtedness in six months from date of this judgment, an order of sale issue out of this Court to the States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell out appraisement the property described in said mortgage, to wit:

A part of Lot Six (6), in Block Twenty (20), in North Tulsa, an addition to Tulsa, Oklahoma; also a part of Lot One (1), Block Six (6), in the original City of Tulsa, all in Tulsa County, Oklahoma, according to the recorded plats thereof and described as follows: Commencing at a point on the easterly line of Lot 6, Block 20, a distance of 32.8 feet south-easterly from the northeasterly corner of said Lot 6, running thence south-westerly and parallel with the north line of said Lot 6, a distance of 140 feet to a point on the westerly line of Lot 1, Block 6, original Tulsa, running

southeasterly along the westerly line of said Lot 1, a distance of 75.5 feet, running thence northeasterly and parallel with the southerly line of said Lot 1, a distance of 140 feet to a point on the easterly line of said Lot 1, running thence northwesterly along the easterly line of said Lot 1 Block 6, original Tulsa, and Lot 6, Block 20, North Tulsa, to the point of beginning,

the proceeds of said sale to be applied as follows:

- (1) To payment of the costs of sale and of this suit;
- (2) To payment of said indebtedness in the sum of \$3,900.00 with interest on at the rate of 6 $\frac{1}{2}$ % from the first day of December, 1932, to the first day of June, 1934, 10% per annum thereafter until paid;
- (3) To the payment of \$11.12, Insurance Premium, with interest at 10% per from the 28th day of September, 1934, until paid;
- (4) The residue, if any, to be paid into this Court to await further order of the Court.

IT IS FURTHER ORDERED that from and after the sale of said property under judgment, the defendants, A. D. Morton, Jennie O. Morton, James M. Coykendall, Mrs. James Coykendall, his wife, whose true name is unknown, R. R. Runyan and Selina Runyan, 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 property or any part thereof.

IT IS FURTHER ORDERED that John P. Logan, 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, collect the rents thereon until the sale thereof, and report the same to this Court to await the further order of the Court.

IT IS FURTHER ORDERED that the original note and mortgage involved herein be filed into this judgment.

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

ENDORSED: Filed Sep 24 1936
H. P. Warfield, Clerk
U. S. District Court ME

R. R. CRAWFORD,	Plaintiff,)	
)	
vs.		)	No. 1055 - Equity. ✓
)	
SECURITIES and EXCHANGE COMMISSION, ET AL,)	
	Defendants.)	

Now on this 23rd day of September, A. D. 1936, it is ordered by the Court that the motions of C. E. Bailey, R. A. Winters and Kenneth Baker to dismiss amended Bill of Complaint and motions of said Defendants to dismiss amended Bill of Complaint for nonjoinder of necessary parties be, and the same are hereby overruled and exceptions allowed. Given fifteen (15) days to plead or twenty (20) days to answer.

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

United States, Complainant,)
vs.)
Everett J. Crockett, Edna Crockett, Guthrie)
Mercantile Company, a corporation and First)
National Bank of Pawhuska, Oklahoma,)
Respondents.)
No. 1074 - Equity. ✓

JOURNAL ENTRY OF JUDGMENT.

Now on this 23d day of September, 1936, this cause came on regularly to be heard in open court before Honorable F. E. Kennamer, Judge presiding, and the complainant United States, being represented by Joe W. Howard, Assistant United States Attorney for the Northern District of Oklahoma, and it being shown to the Court that the respondents, Ever J. Crockett, Edna Crockett and First National Bank of Pawhuska, Oklahoma have been served with subpoena in equity in this cause more than 60 days prior to this date, and that the respondent, Guthrie Mercantile Company, a corporation, has been served in this cause by proper publication notice more than 60 days prior to this date; that the First National Bank of Pawhuska, Oklahoma, has filed a disclaimer herein, disclaiming any right, title or interest to the property involved in this cause; that none of the respondents, Everett J. Crockett and Guthrie Mercantile Company has appeared, answered or demurred herein, and that by the Court declared to be in default, and the Court finds that the complainant, the United States, in its own behalf and in behalf of John Thomas Baker, Osage Allottee No. 2136, is entitled to judgment against the respondents, Everett J. Crockett and Edna Crockett, and them, in the sum of \$3,074.84, with interest thereon at the rate of 7% per annum from October 3, 1935, until paid, together with taxes for the years 1931 to 1934 inclusive, in the sum of \$254.83, with interest and penalties, and to the foreclosure of the mortgage herein and to the sale of the mortgaged property if said indebtedness has not been paid at the expiration of six months from the date of this judgment, the proceeds of said sale to be applied to the satisfaction of said indebtedness.

IT IS THEREFORE THE ORDER AND JUDGMENT of the Court that complainant, in its behalf and in behalf of John Thomas Baker, Osage Allottee No. 2136, do have and recover of from Everett J. Crockett and Edna Crockett, and each of them, the sum of \$3,074.84, with interest thereon at the rate of 7% per annum from October 3, 1935, until paid, taxes in the sum of \$254.83, with interest and penalties, and all costs of this suit, and if said judgment is not paid at the expiration of six months from date of this judgment 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 appraisalment, the following described land located in Osage County, Oklahoma-to-wit:

Lot Nine, Block Six, Fairmont Plat of Pawhuska, Oklahoma,
(Also called Fairmont Addition)

the proceeds of sale to be applied as follows:

- First - To payment of costs of sale and this suit.
- Second - Payment to this plaintiff in behalf of John Thomas Baker, Osage Allottee No. 2136, the sum of \$3,074.84 with interest at 7% per annum from October 3, 1935 until paid.
- Third - Payment of taxes on the mortgaged property, in the sum of \$254.83, with interest and penalties.
- Fourth - The residue, if any, to be paid into this court to await the further orders of the Court.

It is further ordered that after the sale of said property the respondent, Everett J. Crockett, Edna Crockett, Guthrie Mercantile Company, a corporation, and the First National Bank of Pawhuska, Oklahoma, and all persons claiming under them since the commencement of this suit, are forever barred and enjoined from claiming any right, title, interest in or to said land, or any part thereof.

The Court further finds that complainant is entitled to have a Receiver appointed to take charge of the property involved herein, and it is therefore ordered that Jno. P. United States Marshal for the Northern District of Oklahoma, be, and he is hereby appointed Receiver, to take charge of the property covered by said mortgage, collect the rents thereon until the sale thereon, and report same into this Court to await the further order of the Court.

It is further ordered that the original note and mortgage involved in this case be merged in this judgment.

F. E. KENNAMER
JUDGE

O.K. JOE W. HOWARD
Assistant United States Attorney

ENDORSED: Filed Sep 23 1936
In Open Court
H. P. Warfield, Clerk
U. S. District Court EA

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

United States of America, Complainant,)
)
vs.)
) No. 1109 Equity.
Tulsa Milk Producers Cooperative)
Association, a corporation, Defendant.)

JOURNAL ENTRY OF JUDGMENT

Now on this 23rd day of September, 1936, this cause having come on for hearing on the regular assignment before Honorable F. E. Kennamer, Judge presiding, and the complainant the United States of America being represented by Joe W. Howard, Assistant United States Attorney for the Northern District of Oklahoma; and the defendant, Tulsa Milk Producers Cooperative Association, a corporation, appearing neither in person, representative nor by attorney, complainant, the United States of America having introduced its evidence in open court and presented its exhibits in said cause, and the court being fully advised in the premises, find in favor of the complainant, the United States of America, is entitled to judgment as prayed in its Bill of Complaint herein and amendments thereto.

IT IS THEREFORE THE ORDER AND JUDGMENT OF THE COURT that the United States on its own behalf and in behalf of the Farm Credit Administration, do have and recover of and from the defendant, Tulsa Milk Producers Cooperative Association, a corporation, judgment in the amount of \$34,532.53, with interest on \$34,185.69 thereof at the rate of 4½ percent per annum as provided in said notes set forth in the Bill of Complaint filed herein, from December 31, 1935 until paid, together with judgment for unpaid taxes in the total sum of \$3,819.54 with interest and penalties, and for all costs of this action.

Shedd, Nellie Shedd and Townley Metal & Hardware Company have been served with subpoena in this cause more than 60 days prior to this date; that the Townley Metal & Hardware Company has filed herein a general appearance and disclaimer, disclaiming any right, title or interest in or to the land involved herein, and that the respondents, Fred L. Sheff and Nellie Shedd have failed to answer, demur or plead herein, they are by the Court declared to be in default and the Court finds that the complainant, the United States, in its own behalf and in behalf of Grace Big Elk, now Wilson, unallotted Osage Indian, is entitled to judgment against the respondents, Fred L. Shedd and Nellie Shedd, and each of them, in the sum of \$1920.00, with interest at 7% per annum from August 20, 1931, until paid, together with taxes for the last half of year 1931, and the years 1932 to 1935, inclusive, in the total sum of \$142.24, with interest and penalties, and to the foreclosure of the mortgage herein and the sale of the mortgaged property if said indebtedness has not been paid at the expiration of six months from date of this judgment, the proceeds of said sale to be applied to the satisfaction of said indebtedness.

The Court further finds that complainant is entitled to have a Receiver appointed to take charge of the property involved herein, collect the rents thereon until the sale 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 complainant, in its own behalf and in behalf of Grace Big Elk, now Wilson, restricted, unallotted Osage Indian, do and recover of and from the respondents, Fred L. Shedd and Nellie Shedd, and each of them, the sum of \$1920.00, with interest at the rate of 7% per annum from August 20, 1931, until paid together with taxes in the sum of \$142.24, with interest and penalties, and all costs of this action, and if said judgment is not paid at the expiration of six months from date of this judgment 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 appraisalment, the following described land, to-wit:

Lots Eleven and Twelve, Block Thirteen, Walker Addition to Hominy,
Osage County, Oklahoma,

the proceeds of sale to be applied as follows:

- First - To payment of costs of sale and this suit.
- Second - Payment to this complainant in behalf of Grace Big Elk, now Wilson, unallotted Osage Indian, the sum of \$1920.00 with interest at 7% per annum from August 20, 1931, until paid.
- Third - Payment of taxes on the mortgaged property in the sum of \$142.24, with interest and penalties.
- Fourth - The residue, if any, to be paid into this Court to await the further orders of the Court.

It is further ordered that after the sale of said property the respondents, Fred L. Shedd, Nellie Shedd and the Townley Metal & Hardware Company, and all persons claiming an interest in the property since the commencement of this suit, be and they are forever barred and enjoined from asserting any right, title, interest or equity in or to said property, or any part thereof.

IT IS FURTHER ORDERED that W. H. Rudrauff be, and he is hereby appointed Receiver to take charge of the property involved in this cause, collect the rents thereon until the sale thereof, and report same into this Court to await the further orders of the Court.

It is further ordered that the original note and mortgage involved in this case be merged in this judgment.

O.K. JOE V. HOWARD

Assistant United States Attorney

F. E. KENNAMER
JUDGE

ENDORSED: Filed In Open Court

Sep 23 1936, H. P. Warfield, Clerk, U. S. District Court EA

herein issued to the United States Circuit Court of Appeals for the Tenth Circuit at Denver, Colorado, and good and sufficient cause having been shown by said appellants.

IT IS ORDERED that the time wherein appellants are required to secure the index of the record herein and wherein return of citation shall be made to the above named appellants be and the same is hereby enlarged and extended to and including November 1, 1936, in accordance with the provisions of Rule 44 of the Circuit Court of Appeals for the Tenth Circuit.

Dated at Tulsa, Oklahoma, this 25th day of September, 1936.

F. E. KENNAMER
United States District Judge, Northern
District of Oklahoma.

O.K. MILBUR J. HOLLEMAN N. A. GIBSON
Attorneys for Appellants (Plaintiff
and one of the Defendants here)

MARSHALL & COBB
Attorneys for Appellees (Intervenors here)

ENDORSED: Filed Sep 25 1936
H. P. Warfield, Clerk
U. S. District Court

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

HOWARD GRAY, As Executor of the)
Estate of Julia S. Pearman, Deceased,)
Plaintiff,)
vs.) No. 877 Equity.
EXCHANGE NATIONAL COMPANY, a corporation,)
et al,) Defendants.)

ORDER AUTHORIZING TRUSTEE TO SETTLE INDEBTEDNESS OF TORONTO
INVESTMENT COMPANY AND TO RELEASE
MORTGAGES.

On this 25th day of September, 1936, upon the verified application of J. H. Birney, Successor Trustee to the Exchange National Bank, of all of the notes, bonds, mortgages, obligations and property held as security for the payment of first lien participation certificates issued by the Exchange National Company under the trust agreement of July 19, 1928, between said Exchange National Company and Exchange National Bank of Tulsa, Oklahoma; and it appearing that among the assets of said trust estate are notes executed by Toronto Investment Company, a corporation, and Charles W. Bliss, in the total principal sum of Three Hundred Dollars (\$300,000.00), which said notes are secured by first real estate mortgage covering following described premises, to-wit:

Southerly Fifty (50) feet of the Westerly One Hundred Fifteen (115) feet and Easterly Twenty Five (25) feet of Southerly Sixty (60) feet of Lot Seven (7), Block Eighty Eight (88), in the Original Townsite of Tulsa, Oklahoma, according to the recorded plat thereof,

as well as first mortgage upon all of the furniture, furnishings, fixtures and equipment the building upon the above described premises, and that said property is known as the B Hotel in the City of Tulsa, Oklahoma; and it further appearing that notice of the hearing upon this application has been sent to all of the holders of said first lien participation certificates, by depositing the same in the United States Post Office at Tulsa, Oklahoma with postage fully prepaid thereon, addressed to each of said participation certificate holders as required by an order entered herein on the 14th day of September, 1936; and it appears that the said Trustee can obtain the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, together with interest thereon at the rate of six per cent (6%) per annum from September 1, 1936, until paid, all of which is to be paid on or before October 15, 1936, as well as a note executed by Toronto Investment Company, a corporation, Bliss Hotel Company, a corporation, and Charles W. Bliss, for the principal sum of Ten Thousand Dollars (\$10,000.00) secured by mortgage upon the real estate, improvements, furniture, fixtures and chattels of Toronto Investment Company and Bliss Hotel Company, as well as the fee owners of the said real estate, said mortgage to be subject to a first and prior lien and mortgage held by the RFC Mortgage Company, to secure the payment of the sum of Two Hundred Thousand Dollars (\$200,000.00); and it further appearing that the said owners of said Bliss Hotel are obtaining a loan from The RFC Mortgage Company in the principal sum of Two Hundred Thousand Dollars (\$200,000.00), which said sum is to be used as partial payment of the consideration for the settlement involved herein; and it further appearing, and the court so finds, that The RFC Mortgage Company, in approving and making said loan to the Toronto Investment Company for principal sum of Two Hundred Thousand Dollars (\$200,000.00), has approved a plan of settlement, and of the payment of funds by Toronto Investment Company and Bliss Hotel Company, indebtedness due applicant herein, as well as indebtedness due other creditors, including holder of a second mortgage upon the real estate described herein, unsecured creditors, and as expenses involved in the obtaining of said loan, and that the said The RFC Mortgage Company would not have made said loan unless said plan had been approved by it and unless settlement is made in accordance therewith, which said settlement, as above recited, provides for the settlement of the indebtedness due applicant herein for the sums and upon the terms herein provided; and the court further finds that the acceptance of the consideration herein provided by said trustee, is necessary in order for Toronto Investment Company to obtain said loan from The RFC Mortgage Company; and it further appearing that the receiver of the Bliss Hotel has the approximate sum of Sixty Three Thousand Dollars (\$63,000.00) on hand, and that Fifty Thousand Dollars (\$50,000.00) of said sum is to be paid to J. H. McBirney, Successor Trustee under this said settlement; and it further appearing that the owners of said Bliss Hotel are required to satisfy and settle a second mortgage now existing against said Bliss Hotel Company, as well as to defray the necessary expenses of obtaining said loan; and it further appearing that the Advisory Committee, appointed by this Court to counsel and advise said Trustee, has recommended the settlement of said indebtedness for the sum hereinbefore mentioned and that at a meeting called for the purpose of accepting or rejecting said proposed settlement, a majority, in value, of the holders of said first lien participation certificates approved the acceptance of said settlement; and it further appearing that said trust estate is in liquidation and it is to the best interest of said trust, and to the first lien participation certificate holders, that said indebtedness be adjusted for the consideration shown herein, for the reason that the said property is large in value and it will be difficult to liquidate said property for cash, and for other good cause,

IT IS ORDERED that J. H. McBirney, Successor Trustee to Exchange National Bank of Tulsa, Oklahoma, be and he is hereby authorized and empowered to settle and adjust the indebtedness of Toronto Investment Company and Charles W. Bliss, evidenced by notes in the total principal sum of Three Hundred Thousand Dollars (\$300,000.00), as well as the unpaid interest thereon, for the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, interest at the rate of six per cent (6%) per annum thereon from September 1, 1936, and a negotiable note in the principal sum of Ten Thousand Dollars (\$10,000.00) to be executed and delivered by Toronto Investment Company, a corporation, Bliss Hotel Company, a corporation, and Charles

Bliss, to be due and payable on or before three (3) years from and after September 1, 1936, to bear interest at the rate of six per cent (6%) per annum, payable annually, and to be secured by a second real estate and chattel mortgage covering the property and assets of the makers of said note, as well as the owners of fee title in and to the real estate, said property known as the Bliss Hotel in the City of Tulsa, Oklahoma.

IT IS FURTHER ORDERED that upon the payment of said sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), plus interest thereon at the rate of six per cent (6%) per annum from and after September 1, 1936, on or before October 15, 1936, and the execution and delivery of said note for the principal sum of Ten Thousand Dollars (\$10,000.00), and the mortgage referred to above, J. H. McBirney, Successor Trustee, be and he is hereby authorized and empowered to execute and deliver proper releases of real estate mortgage covering the property above described, as well as the chattel mortgage covering the furniture, furnishings, and equipment of the Bliss Hotel Company, a corporation, held by him as security for the payment of said notes in the principal sum of Three Hundred Thousand Dollars (\$300,000.00), as well as to surrender and cancel said notes executed by Toronto Investment Company

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Sep 25 1936
H. P. Warfield, Clerk
U. S. District Court H.

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

Anna R. Lebow,	Plaintiff)	
)	
vs.)	
)	
R. Feldman, et al,	Defendant	)	No. 984 - Equity
)	
State of Oklahoma, ex rel)	
Howard Johnson, Bank Commissioner,)	
	Intervenor.)	

O R D E R

Upon application of the Intervenor, State of Oklahoma, ex rel Howard Johnson, Bank Commissioner, and it appearing to the Court that the said cause has been terminated and that the exhibits introduced by the Intervenor in evidence in this Court should be returned

IT IS ORDERED AND ADJUDGED that all exhibits introduced in evidence by said Intervenor be returned to S. J. Clendenning, as Liquidating Agent of the Exchange Trust Company, Rollin E. Gish, his attorney of record in said cause.

WITNESS MY HAND this 25 day of September, 1936.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed Sep 25 1936
H. P. Warfield, Clerk
U. S. District Court

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, SEPTEMBER 25, 1936

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

AMERICAN NATIONAL INSURANCE COMPANY,)
Plaintiff,)
-vs-)
ERNEST JENKINS, DAISY HUNTER and) NO. 1130 - EQUITY. /
JACKSON'S FUNERAL HOME, INC.,)
a corporation, Defendants.)

JOURNAL ENTRY OF JUDGMENT.

This cause came on for trial before the undersigned Judge of the United States District Court for the Northern District of Oklahoma on this 22nd day of September, 1936, plaintiff appearing by its counsel, Tucker & Martin, and the defendants Ernest Jenkins and Jackson's Funeral Home, Inc., appearing by its counsel, Hickman & Ungerman, and the defendant Daisy Hunter failing to appear either in person or by counsel, the court thereupon proceeded to hear the evidence introduced on behalf of the plaintiff and defendant Ernest Jenkins and from the same finds that the defendant Jackson's Funeral Home, Inc., has heretofore filed disclaimer in the above styled and numbered action. The court further finds that the plaintiff American National Insurance Company, a corporation, has paid into the Registry of this court the sum of \$579.88 and that by reason of said fact the plaintiff is entitled to be relieved and discharged from any and all further liability under its policy of insurance number 382209 upon the life of Willie Jenkins, deceased, and that said plaintiff is further entitled to judgment enjoining the defendants Ernest Jenkins, Daisy Hunter and Jackson's Funeral Home, Inc., a corporation, from making any further claims against the plaintiff, American National Insurance Company, a corporation, which arises under and by virtue of said policy of insurance. The court further finds that the defendants Ernest Jenkins and Daisy Hunter have heretofore entered into an agreement and stipulation whereby under the terms and conditions of the same they to each have and recover of and from the plaintiff, American National Insurance Company, a corporation, one-half of the sum paid into the registry of this court less a reasonable attorney's fee to be paid to plaintiff's counsel herein together with the total accrued court costs in this action. The court further finds that the plaintiff's counsel, Tucker & Martin, should be awarded an attorneys' fee in the sum of \$35.00 for their services rendered herein. The court further finds that plaintiff's counsel, Tucker & Martin, is entitled to a refund of \$39.95 the same representing the costs deposited by them on behalf of the plaintiff in this litigation. The court further finds that said attorneys' fees and court costs should be paid by the Clerk of this Court out of the funds deposited by the plaintiff in this cause.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the plaintiff American National Insurance Company, a corporation, be and it is hereby fully discharged from any and all liability whatsoever under its policy of insurance number 3922095 issued on the life of Willie Jenkins, deceased, dated October 5, 1925, by reason of the fact that said plaintiff has heretofore deposited with the registry of this court the total sum of \$579.88 the same being the total amount of plaintiff's liability under said policy of insurance, and the defendants herein Ernest Jenkins, Daisy Hunter and Jackson's Funeral Home, Inc., a corporation, be and they are hereby each of them enjoined from making any further claim against the plaintiff, American National Insurance Company, a corporation, on account of said policy of insurance.

IT IS FURTHER ORDERED by the court that the costs and expenses in the sum of \$74.95 advanced by plaintiff's counsel herein and an attorneys' fees in the sum of \$35.00 be and are hereby awarded to Tucker & Martin, counsel for plaintiff, and that said sum is payable out of the fund deposited by plaintiff in the registry of this court and the Clerk of this Court is directed

THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, SEPTEMBER 25, 1936

No. 1146 Equity.

This cause coming on to be heard this 25th day of September, 1936, before Honorable F. E. Kennamer, Judge of the United States District Court in and for the Northern District of Oklahoma; and the plaintiff being present by his attorneys, Frank Settle and Clammer, and the said defendant, Joe T. Parkinson, Treasurer of Tulsa County, Oklahoma, entered his appearance in said cause and was present and represented by and through the co attorney's office in that Fred A. Fulgham, assistant county attorney, appeared for said defendant. And both parties announcing ready for trial, the Court proceeded to hear the evidence, witnesses and arguments of counsel. And the Court being fully advised, on consideration

That the plaintiff has sustained the allegation of his petition and is entitled to have the taxes on the following described property reduced accordingly.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the defendant Joe T. Parkinson, Treasurer of Tulsa County, Oklahoma, be required to reduce the assessed valuation of Lots One (1) to Six (6) in Block Seven (7), Park Addition to the Town of Red Fork, now City of Tulsa, to the following amounts:

For the year 1929, to the amount of \$1,200.00;
For the years 1930, 1931, 1932, 1933, 1934, 1935 and 1936,
to the amount of \$600.00;

that the assessed valuation of Reserves A and B, in said Park Addition to the Town of Red Fork, now City of Tulsa, be reduced as follows:

For the year 1929, to the amount of \$22,000.00;
For the years 1930, 1931, 1932, 1933, 1934, 1935 and 1936,
to the amount of \$15,000.00;

and that the assessed valuation for Reserve C, Park Addition to the Town of Red Fork, now City of Tulsa, be reduced for the years 1929, 1930, 1931, 1932, 1933, 1934, 1935 and 1936 to the amount of \$500.00; and that the said penalties covering the above valuations shall start to run from the date of this order, and that the costs of this cause be assessed against the plaintiff herein.

F. E. KENNAMER
JUDGE OF THE UNITED STATES DISTRICT COURT.

C.K. HOLLY ANDERSON, COUNTY ATTORNEY,
BY FRED A. FULGHAM
Attorney for Joe T. Parkinson, Treasurer of Tulsa
County, Oklahoma.

ENDORSED: Filed Sep 25 1936
H. P. Warfield, Clerk
U. S. District Court. EA

Court adjourned to September 29, 1936.

Court convened pursuant to adjournment, Tuesday, September 29, 1936.

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

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

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

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,)
Plaintiff,)
vs.) No. 873 Equity. ✓
EXCHANGE NATIONAL COMPANY,)
Defendant.)

ORDER CONFIRMING SALE

THIS CAUSE COMING on to be heard on this the 29th day of Sept., 1936, it be one of the regular court days of this court, on the motion of Rex Watkinson, Receiver for Exchange National Company, for an order approving and confirming the sale conducted by him 18 day of September, 1936, wherein he sold unto J. Lon McDonald, for the consideration of 00 and one-half of the 1936 ad valorem taxes, the following described premises, to-wit:

Lot 6, Block 395 in the City of Muskogee, State of Oklahoma,
according to the recorded plat thereof,

and it appearing to the court that the proceedings leading up to said sale have been had things as required by law, and that said sale has been in all things held in compliance v laws of the United States, and the rules of this court; and the Court finding that it has diction to entertain said motion and enter an order thereon, and being fully advised in 1 mises, finds that said motion to approve and confirm said sale should be sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that said moti and the same is hereby sustained; and

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that said sale, r fully described in said motion and hereinabove, be, and the same is in all things approve confirmed; and

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that said Rex Wat Receiver for Exchange National Company, be, and he is hereby directed, authorized and emp to make, execute and deliver unto the said purchaser at said sale, a good and sufficient ance, covering and affecting said lands; and that he do all other things necessary and pr in order fully and effectually to accomplish the letter and spirit of the motion and this

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Sep 29 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,)
Plaintiff,)
vs.) No. 873 Equity. ✓
EXCHANGE NATIONAL COMPANY,)
Defendant.)

ORDER CONFIRMING SALE

THIS CAUSE COMING on to be heard on this the 29th day of September, 1936, being one of the regular court days of this court, on the motion of Rex Watkinson, Receiver for Exchange National Company, for an order approving and confirming the sale conducted on the 21 day of September, 1936, wherein he sold unto John T. Kelley, of Ada, Oklahoma, consideration of \$1000.00, the following described premises, to-wit:

Lots 3 & 4; and the Southeast Quarter of the Southwest Quarter; and the East Half of the Northeast Quarter of the Southwest Quarter of Section 18; and Lot 1; and the Northeast Quarter of the Northwest Quarter of Section 19 all in Township 4 North, Range 5 East, in Pontotoc County, State of Oklahoma

and it appearing to the court that the proceedings leading up to said sale have been had in all things as required by law, and that said sale has been in all things held in compliance with the laws of the United States, and the rules of this court; and the Court finding that it has jurisdiction to entertain said motion and enter an order thereon, and being fully advised in all things, finds that said motion to approve and confirm said sale should be sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT, that said motion and the same is hereby sustained; and

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that said sale, in all things fully described in said motion and hereinabove be, and the same is in all things approved and confirmed; and

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that said Rex Watkinson, Receiver for Exchange National Company, be, and he is hereby directed, authorized and empowered to make, execute and deliver unto the said purchaser at said sale, a good and sufficient conveyance, covering and affecting said lands; and that he do all other things necessary and proper in order fully and effectually to accomplish the letter and spirit of the motion and this order.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Sep 29 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

THE LINCOLN NATIONAL LIFEINSURANCE COMPANY,)
Plaintiff,)
vs.) No. 873 Equity.
EXCHANGE NATIONAL COMPANY,)
Defendant.)

ORDER AUTHORIZING THE SALE OF REAL ESTATE

THIS CAUSE COMING on to be heard on this the 29th day of September, 1936, on verified application of Rex Watkinson, Receiver for Exchange National Company, for an order directing, authorizing and empowering him to advertise and sell to the highest bidder, for the following described premises:

Lot 3 and North 25' of Lot 4 in Block 2 Melrose Addition to the City of Tulsa,

and if no higher bid is obtained, that the same be sold to Geo. L. Collins for the sum of cash, the said Geo. L. Collins having heretofore deposited with your receiver the sum of as earnest money, and the balance to be paid upon the confirmation of this sale; that you ver also be directed, authorized and empowered to have the exterior of said property paid the cost thereof not to exceed \$60.00, and that he also be directed to pay a commission i sum of \$175.00 to the agent responsible for said sale, and the court having read said app tion and finding that it has jurisdiction to entertain the same and enter an order therec being fully advised in the premises, finds that said application should be sustained.

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said app be and it is hereby sustained, and the said Rex Watkinson be and he is hereby directed, au and empowered to advertise and sell the above described premises, and if no higher bid is ed, to sell the same to Geo. L. Collins, for the sum of \$3500.00, and upon the confirmati said sale and the payment to your said receiver of the sum of \$3000.00, that he make, exe and deliver to said purchaser a good and sufficient deed covering the above described pro and he is further directed, authorized and empowered to paint the exterior of said proper the cost therefor not to exceed the sum of \$60.00, and to pay from the purchase price so the sum of \$175.00, as and for a commission to the real estate agent responsible for said and he is further directed, authorized and empowered to do all other things necessary and in order fully and effectually to accomplish the letter and spirit of the application and order.

F. E. KENNAMER
United States District Judge.

endorsed; Filed Sep 29 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,)
Plaintiff,)
vs.) No. 873 Equity.
EXCHANGE NATIONAL COMPANY,)
Defendant.)

ORDER AUTHORIZING RELEASE OF SECOND MORTGAGE

THIS CAUSE COMING on to be heard on this the 29th day of September, 1936, o

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, SEPTEMBER 29, 1936

verified application of Rex Watkinson, Receiver for Exchange National Company, for an order authorizing, directing and empowering him to make execute and deliver unto the mortgagor a lease of that certain second mortgage, in the sum of \$65.00, dated November 1, 1931, covering and affecting the following described premises, to-wit:

SW $\frac{1}{4}$, SW $\frac{1}{4}$ of Sec. 34, Twp. 18N., Rge. 13 East, Tulsa County, Oklahoma,

executed by Lillie D. Hill, upon the payment to him of the sum of \$25.00, and the court having read said application and finding that it has jurisdiction to entertain the same and enter an order thereon, and being fully advised in the premises, finds that said application should be sustained;

IT IS THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said application be and it is hereby sustained, and the said Rex Watkinson, Receiver for Exchange National Company, be and he is hereby directed, authorized and empowered to make, execute and deliver unto the mortgagor above named, that certain second mortgage hereinabove described, upon payment to him of the sum of \$25.00, and the said Rex Watkinson is further directed, authorized and empowered to do all other things necessary and proper in order fully and effectually to accomplish the letter and spirit of the application and this order.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Sep 29 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,)
Plaintiff,)
vs.) No. 873 Equity. ✓
EXCHANGE NATIONAL COMPANY,)
Defendant.)

ORDER AUTHORIZING DEEDING OF PROPERTY

THIS CAUSE COMING on to be heard on this the 29 day of September, 1936, on a verified application of Rex Watkinson, Receiver for Exchange National Company, for authority to deed the following described property:

Lot 16 in Block 2 of Sub-division of Blocks 2, 3, and 7 in Terrace Drive Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

to J. A. Chapman, pursuant to the agreement heretofore made, and the assignment of mortgage heretofore executed on the 2nd day of July, 1935, the title to said property having been in your receiver, because of the fact that your receiver completed the foreclosure action involving the above described property, said foreclosure having been instituted prior to the time that the collateral was relinquished to the said J. A. Chapman, and the court having read said application and being fully advised in the premises, and finding that it has jurisdiction to entertain said application and enter an order thereon, finds that said application should be sustained;

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, SEPTEMBER 29, 1936

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said ap-
tion be and it is hereby sustained, and the said Rex Watkinson be and he is hereby direc-
authorized and empowered to make, execute and deliver unto the said J. A. Chapman, a good
sufficient deed covering the above described premises, and your receiver is further direc-
authorized and empowered to do all other things necessary and proper in order fully and
ually to accomplish the letter and spirit of the application and this order.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Sep 29 1936
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned to September 30, 1936.

SPECIAL MARCH 1936 TERM- EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, SEPTEMBER 30, 1936

Court convened pursuant to adjournment, Wednesday, September 30, 1936.

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.

HOWARD GRAY, as Executor of the Estate)
of Julia S. Pearman, Deceased, Plaintiff,)
vs.) No. 877 Equity. ✓
EXCHANGE NATIONAL COMPANY, a corporation,)
et al, Defendants.)

ORDER AUTHORIZING TRUSTEE TO SELL REAL ESTATE.

On this 30th day of September, 1936, upon the application of J. H. Mc Birney
cessor Trustee to Exchange National Bank of Tulsa, Oklahoma, to sell

Lot Seven (7), in Block Thirteen (13), Terwilleger Heights Addition
to the City of Tulsa, Tulsa County, State of Oklahoma, according to the
recorded plat thereof,

having acquired title thereto by virtue of a sheriff's deed executed by the sheriff of Tul-
County, Oklahoma, pursuant to a decree of the District Court of Tulsa County, Oklahoma, in
tion wherein J. H. McBirney, Successor Trustee, was plaintiff, and Harry C. Peiker and Geo
Peiker were defendants, and wherein a real estate mortgage held by your Trustee was forecl
and it further appearing that said trust is in liquidation and that the Advisory Committee
appointed to counsel and advise with your Trustee, has recommended the sale of said real e
for said consideration; and it further appearing that the sum of Ten Thousand Eight Hundre
no/100 Dollars (\$10,800.00) is a fair and reasonable cash price for said property; and it

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, SEPTEMBER 30, 1936

appearing that one Richard Sebastian arranged the sale of said real estate, and is entitled to a commission of Five Hundred and no/100 Dollars (\$500.00) therefor, to be paid by said Trustee and for other good cause,

IT IS ORDERED that J. H. McBirney, Successor Trustee, be and he is hereby authorized and empowered to sell

Lot Seven (7), in Block Thirteen (13), Terwilliger Heights Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof,

to E. W. Pollock, for the sum of Ten Thousand Eight Hundred and no/100 Dollars (\$10,800.00) in cash.

IT IS FURTHER ORDERED that upon payment of said consideration, J. H. McBirney, Successor Trustee, execute and deliver proper deed conveying said premises to E. W. Pollock

IT IS FURTHER ORDERED that upon completion of said transaction, J. H. McBirney, Successor Trustee, be authorized to pay to Richard Sebastian the sum of Five Hundred and no/100 Dollars (\$500.00) as a real estate brokerage commission.

F. E. KEENAMER
United States District Judge.

ENDORSED: Filed Sep 30 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

HOWARD GRAY, as Executor of the Estate of)
Julia S. Pearman, Deceased, Plaintiff,)
vs.) No. 877 Equity ✓
EXCHANGE NATIONAL COMPANY, a corporation,)
et al, Defendants.)

ORDER AUTHORIZING TRUSTEE TO SELL REAL ESTATE

On this 30th day of September, 1936, upon the application of J. H. McBirney, Successor Trustee to Exchange National Bank of Tulsa, Oklahoma, to sell

Lot One (1), in Block Five (5), City View Hill Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof,

to G. C. Sullivan, for the sum of Three Thousand Eight Hundred Fifty and no/100 Dollars (\$3,850.00), in cash; and it appearing that said Trustee has legal title to the said real estate, having accepted the same in satisfaction of mortgage indebtedness; and it further appearing that the said property is improved by a duplex, and that said trust is in liquidation, and the Advisory Committee, appointed to counsel and advise with your Trustee, has recommended sale of said real estate for said consideration; and it further appearing that the sum of Three Thousand Eight Hundred Fifty and no/100 Dollars (\$3,850.00) is a fair and reasonable cash price for said property; and it further appearing that W. M. Fleetwood arranged the sale of said

estate, and is entitled to a commission of One Hundred Ninety-two and 50/100 Dollars (\$192.50) therefor, to be paid by said Trustee; and for other good cause,

IT IS ORDERED that J. H. McBirney, Successor Trustee, be and he is hereby authorized and empowered to sell

Lot One (1), in Block Five (5), City View Hill Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof,

to G. C. Sullivan, for the sum of Three Thousand Eight Hundred Fifty and no/100 Dollars (\$3,850.00), in cash, the said purchaser to pay the 1936 ad valorem taxes and all special assessments levied or to be levied against said real estate and premises.

IT IS FURTHER ORDERED that upon payment of said consideration, J. H. McBirney Successor Trustee, execute and deliver proper deed conveying said premises to G. C. Sullivan

IT IS FURTHER ORDERED that upon completion of said transaction, J. H. McBirney Successor Trustee, be authorized to pay to W. M. Fleetwood the sum of One Hundred Ninety-two and 50/100 Dollars (\$192.50) as a real estate brokerage commission.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Sep 30 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to October 2, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, OCTOBER 2, 1936

Court convened pursuant to adjournment, Friday, October 2, 1936.

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

George C. Fuller, Charles E. Blattenberg,
John A. Young and Agnes D. McIntyre, Plaintiffs,)

vs.)

Hendrick Ranch Royalties, a corporation, Hendrick
Royalties, a corporation, Sneed Royalty Company,
a corporation, Sneed Petroleum Corporation, a corporation,
Y Oil and Gas Company, a corporation,
Earl Sneed, Dale Sneed, L. D. Edgington, H. H.
Houston and Robert E. Garrett, Defendants.)

No. 1067 Equity

JOURNAL ENTRY

Now, on this 9th day of September, 1936, this cause came on regularly for hearing

20

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, OCTOBER 2, 1936

on the special appearances and motions to quash summons filed by the defendants, and on objections to the jurisdiction of this Court.

The plaintiffs appeared by their attorney, R. B. McDermott, and the defendants, Hendrick Ranch Royalties, a corporation, Hendrick Royalties, a Corporation, Sneed Royalty Company, a corporation, Sneed Petroleum Corporation, a corporation, Y Oil and Gas Company, a corporation, Earl Sneed, Dale Sneed and H. H. Houston, appeared by their attorneys, John Haver and Shirk & Bridges; the defendant, L. D. Edgington, appeared by his attorney, Frank McCoy, and the defendant, Robert E. Garrett, appeared by his attorney, G. Earl Shaffer.

The Court, after hearing arguments of counsel, finds that the motions to quash summons as against the Hendrick Ranch Royalties, a corporation, Hendrick Royalties, a corporation, Sneed Royalty Company, a corporation, Sneed Petroleum Corporation, a corporation, and Y Oil and Gas Company, a corporation, should be sustained and summons quashed as to said defendants, to which findings the plaintiffs except.

The Court further finds that the motions to quash summons filed by Earl Sneed, Dale Sneed, L. D. Edgington, H. H. Houston and Robert E. Garrett, should be overruled, expressly reserving the right to said defendants to further present their objections to the jurisdiction of this court, and expressly reserving to said defendants and each of them their special appearances in this cause, and the right herein granted to them to further present their objections to the jurisdiction does not waive their special appearances herein. Said individual defendants and each of them except to the finding of the Court overruling their motions to quash summons.

IT IS, THEREFORE, ORDERED AND ADJUDGED that the motions to quash the summons issued and served upon the defendants, Hendrick Ranch Royalties, a corporation, Hendrick Royalties, a corporation, Sneed Royalty Company, a corporation, Sneed Petroleum Corporation, a corporation, and Y Oil and Gas Company, a corporation, and each of them, are hereby sustained and the summons as to each of said defendants is hereby quashed and held for naught, to which the plaintiffs except.

IT IS FURTHER ORDERED AND ADJUDGED that the motions to quash the summons heretofore issued and served upon the defendants, Earl Sneed, Dale Sneed, L. D. Edgington, H. H. Houston, Robert E. Garrett, and each of them, are hereby overruled, expressly reserving the right to said defendants to further present their objections to the jurisdiction of this court, and expressly reserving to said defendants and each of them their special appearances in this cause, and the right herein granted to them to further present their objections to the jurisdiction does not waive their special appearances herein. Said individual defendants and each of them except to the order of the Court overruling their motions to quash summons.

F. E. KENNAMER
District Judge.

ENDORSED: Filed Oct 2 1936
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to October 3, 1936.

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA SATURDAY, OCTOBER 3, 1936

Court convened pursuant to adjournment, Saturday, October 3, 1936.

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:

R. R. CRAWFORD,	Plaintiff,)	
)	
.-vs-		)	No. 1055 - Equity.
)	
SECURITIES AND EXCHANGE COMMISSION)	
ET AL,	Defendants.)	

Now on this 3rd day of October, A. D. 1936, it is ordered by the Court that of September 23, 1936, overruling motion of C. E. Bailey, R. A. Winters and Kenneth Baker dismiss Amended Bill of Complaint herein and to dismiss Amended Bill of Complaint for mis of necessary parties be vacated and set aside, all upon motion of Defendants. It is further ordered that said motions be orally argued.

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

C. E. KEIHL,	Complainant,)	
)	
vs.		)	No. 1076 Equity.
)	
SAPULPA GAS COMPANY, a corporation,)	
et al.,	Defendants.)	

ORDER GRANTING ADDITIONAL TIME WITHIN WHICH TO BRIEF

THIS CAUSE COMING on to be heard on this the 1st day of October, 1936, on the application of plaintiff for an extension of time within which to file a response brief in the entitled cause, and the court finding that it has jurisdiction to grant such extension, said application is hereby sustained.

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said plaintiff shall have ten days from October 1st, within which to file a response brief to that heretofore filed by the defendants Sapulpa Gas Company and R. E. Aitcheson.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Oct 3 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to October 5, 1936.

U. S. DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, OCTOBER 5, 1936

IT IS FURTHER ORDERED THAT ON THE REQUEST OF ANY PURCHASER the Clerk of the court do issue and that the United States Marshal for the Northern District of Oklahoma execute writs of assistance placing such purchaser in the possession of the real estate purchased by him.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed In Open Court
Oct 5 1936
H. P. Warfield, Clerk
U. S. District Court EA

CAROLINE L. YEARGAIN, ET AL.,	Plaintiffs,)	
)	
vs.	)	No. 821 - Equity. ✓
)	
JOSEPH D. YEARGAIN, ET AL,	Defendants.)	

Now on this 5th day of October, A. D. 1936, there comes on for hearing return of sale by Special Master and application to set aside homestead and application of Commissioner of Land Office to vacate portion of Decree herein. All parties are present in person and presented by counsel and announce ready. Opening arguments of counsel are made. And thereafter, testimony before Special Master is reviewed in part. Thereafter, application of J. D. Yeargain to have homestead set aside to him is denied by the Court, and exception allowed. And thereafter, it is ordered by the Court that application of Commissioners of Land Office to vacate Decree as to properties upon which they hold mortgages is, by the Court, sustained and Commissioners of Land Office are given ten (10) days to set up note and mortgage. Return of sale given ten (10) days thereafter, to answer. It is further ordered by the Court that motion of Paul Hall to confirmation of sale as to certain property formerly owned by Robert Hall and motion to be permitted to intervene herein is, by the Court, denied. Application of S. P. McGhee to vacate judgment lien on Lot 19, Block 68, of the City of Miami, Oklahoma, Decree quieting title in him to said property is duly sustained by the Court provided said S. P. McGhee shall pay the sum of \$100.00 on or before October 12, 1936 to Mrs. Yeargain, at sale, upon payment of which unrecorded deed will be confirmed. It is further ordered that sale of properties by Special Master in all other respects are duly confirmed and exceptions allowed. Special Master is duly ordered by the Court to deliver deed to purchaser at sale. All as per journal entry as follows:

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

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

ORDER OF CONFIRMATION

Now this 5th day of October, 1936, same being a regular judicial day of said court, this matter comes on for hearing on the return of sale of real estate herein filed with the Special Master, and the plaintiffs motion asking that said sale be confirmed.

It being made to appear to the court that defendants Joseph D. Yeargain and wife, Kathleen Yeargain, have filed a petition herein objecting to the sale made by the S

Master as to the following described property, to-wit:-

"The West Half of the Southwest Quarter of Section 1, and the West Half of the Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 24, all in Township 27 North, Range 22 East, and the Southwest 9.21 acres and the East 20 acres of Lot 1, Section 19, Township 26 North, Range 23 East, and the South 20.79 acres of Lot 4, Section 18, Township 26 North, Range 23 East, in Ottawa County, Oklahoma,"

which said defendants claim to be their homestead and ask the court to set the same aside them as such. Having heard the evidence on said objections and petition, the court finds said petition should be denied.

Said matter also came on for hearing on the objections of Paul D. Hall asking confirmation of said sale be denied as to the following described property, to-wit:-

"The West Half of the Southwest Quarter of Section 1, Township 27 North, Range 22 East, Ottawa County, Okla."

He, the said Paul D. Hall, claiming to have a deed for said property from Robert M. Hall, which deed is in the nature of a mortgage securing a note signed by Joseph D. Yeargain, a deed is in the nature of a mortgage on said real estate. Having heard the testimony, on objections, the court finds that said objections and petition should be denied.

And it further appearing that one Q. P. McGhee has filed herein objections confirmation of said sale as to Lot 19, Block 68 in the City of Miami, Oklahoma according the original plat thereof, claiming that he, the said Q. P. McGhee is the legal owner and actual possession of said property. Having heard the testimony on said objections and motion the court finds that said objections should be sustained on the condition that the said Q. McGhee pay to the plaintiffs herein on or before October 12, 1936, the sum of \$100.00, but said payment is not made by said date, then and in that event said objections and motion be overruled and the sale confirmed as to said property.

It further appearing that the State of Oklahoma on the relation of the Commissioner of the Land Office of said state has filed herein its motion by special appearance to vacate default judgment as to them, the court having heard the evidence on said motion and being advised in the premises, finds that said motion should be sustained, that the judgment of court herein rendered on April 30, 1936, should be vacated and set aside as to said movant their mortgage claim as against the East Half of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter, Section 21, Township 27 North, Range 23 East, Ottawa County, Oklahoma and that said movant should be permitted to plead and defend said action as to the said described property.

The court having examined the order of sale and the proceedings of the Special Master thereunder, and finding the same to be regular and legal in all things, and further that no objections nor exceptions have been filed thereunto, save and except those herein stated,

IT IS ORDERED that the objections of Joseph D. Yeargain, and his wife, Kathl Yeargain and their petition asking that they be decreed a homestead right in the lands herebefore described be and the same hereby is denied, to which said petitions are allowed no action, and the sale made by the Special Master of said real estate is hereby confirmed.

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, OCTOBER 5, 1936

It is further ordered that the motion of Q. P. McGhee to vacate the judgment in and to deny confirmation of the sale made by the Special Master of Lot 19, Block 68, plat City of Miami, Oklahoma, be and the same is sustained on the condition that the said McGhee do pay to the plaintiffs herein the sum of \$100.00 on or before October 12, 1936, in the event of the failure of the said Q. P. McGhee to pay said sum of money to the plaintiffs on or before said date, then said sale of the Special Master of said real estate shall be confirmed.

It is further ordered that the motion to vacate the judgment of the court filed by the State of Oklahoma on the relation of the Commissioners of the Land Office of said state as to the East Half of the Northwest Quarter and the Northwest Quarter of the west Quarter, Section 21, Township 27North, Range 23 East, Ottawa County, Oklahoma, be and the same hereby is sustained and said judgment is vacated and set aside as to said defendants said lands, and confirmation of the sale thereof is hereby denied. Said defendant is given 10 days from this date in which to plead to the plaintiffs bill of complaint herein filed, and plaintiffs are allowed an exception.

It is further ordered that the sale of all the rest and residue of the real estate made by the Special Master herein be and the same hereby is confirmed and approved and the Clerk of this Court is directed to make an entry on the Journal of the court showing the same by this court of said sale, and that the court is satisfied of the regularity and legality of all proceedings leading to said sale.

It is further ordered that J. M. Hill as Special Master herein do forthwith and deliver to the respective purchasers of the real estate the sale of which has been hereby confirmed, a deed for such real estate.

It is further ordered that on the request of any purchaser of such real estate the Clerk of this court do issue, and the United States Marshall for the Northern District of Oklahoma, do execute writs of assistance placing such purchaser in the possession of the real estate purchased by him.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Oct 7 1936
H. P. Warfield, Clerk
U. S. District Court H

THE LINCOLN NATIONAL LIFE INS. CO. A CORP.,)
Plaintiff,)
vs.) No. 873 - Equity. ✓
EXCHANGE NATIONAL CO. OF TULSA, Defendant.)

Now on this 5th day of October, A. D. 1936, it is ordered by the Court that the allowance of the Oklahoma Tax Commission be and it is hereby allowed as a prior claim. Thereafter, it is ordered by the Court that hearing on claims of Life Insurance Company of Virginia, Laura E. Fitzgerald and Nellie Mahoney be passed to October 12, 1936. It is further ordered by the Court that allowance to Receiver, Rex Watkinson, be and it is hereby reduced to \$150.00 per month. It is further ordered by the Court that attorneys for Receiver's allowance be reduced to a sum of \$150.00 per month.

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

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, Plaintiff,)
vs.) No. 873 Equity.
EXCHANGE NATIONAL COMPANY, Defendant.)

ORDER APPROVING RECEIVER'S REPORT

THIS CAUSE COMING on to be heard on this the 5 day of October, 1936, on the application of Rex Watkinson, Receiver for Exchange National Company for approval of his as receiver, in the above entitled cause, said report covering from June 30th, 1936 to ar cluding August 31st, 1936, heretofore filed herein, and the said Rex Watkinson, receiver change National Company being present in person and by his solicitors, Horace H. Hagan an Austin Gavin, and no objections having been filed the allowance of said report, and no on ing on this day to object thereto, and said report appearing to be regular upon its face, court finding that it has jurisdiction to entertain the same and enter an order thereon, finding that it has jurisdiction to entertain the same and enter an order thereon, and fi that said report should be approved.

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said rep heretofore filed in the above entitled cause by the said Rex Watkinson, be and it is here approved.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Oct 5 1936
H. P. Warfield, Clerk
U. S. District Court

JULIA S. PEARMAN, Plaintiff,)
-vs-) No. 877 - Equity.
EXCHANGE NATIONAL CO. ET AL, Defendants.)

Now on this 5th day of October, A. D. 1936, it is ordered by the Court that ance of J. H. McBirney be and it is hereby reduced to the sum of \$300.00 per month.

IN RE:)
ANDREW JOHNSON,) No. 1088 - Equity.

Now on this 5th day of October, A. D. 1936, the above case is called for tri Both sides present, are duly represented by counsel, and announce ready for trial. All wi are sworn in open court and opening statements of counsel are made. Proponents introduce evidence and proof with the following witnesses: Juliette Bagsby, Hattie Watoshe, Scott H James Watashe. And thereafter, the noon hour having arrived, court is recessed to 1:30 o' P.M.

And thereafter, at 1:30 o'clock P.M. on this same day, court is again in ses All parties present as heretofore. Proponents continue with the following witness: Hatti

Court convened pursuant to adjournment, Tuesday, October 6, 1936.

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

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

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

United States, Complainant,)
vs.) No. 1096 Equity. ✓
Harvey Daniels, Respondent.)

ORDER OF DISMISSAL

Now on this 6th day of October, 1936, the above cause coming on for hearing it appearing to the Court that the purpose for which said cause was instituted to the Court that the purpose for which said cause was instituted has been satisfied by the respondent Harvey Daniels vacating and delivering up possession of the land involved to the Osage In Agency, and that said cause should be dismissed:

IT IS THEREFORE ORDERED that said cause be, and the same is hereby dismissed

F. E. KENNAMER
JUDGE.

O.K. CHESTER A. BREWER
Assistant United States Attorney

ENDORSED: Filed Oct 6 1936
H. P. Warfield, Clerk
U. S. District Court B

L. C. McFARLIN, Plaintiff,)
-vs-) No. 1110- Equity. ✓
R. M. McFARLIN, Defendant.)

Now on this 6th day of October, A. D. 1936, the above styled case is called trial. Both sides present, are duly represented by counsel, 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: L. C. McFarlin. And thereafter 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 his introduction of evidence and proof with the following witnesses: George D. Davis, L. C. McFarlin. And thereafter, the Defendant introduces evidence and proof with the following witnesses: Albert H. Rogers, E. B. Farlin, Albert H. Rogers, John Rogers. And thereafter, the Plaintiff offers in rebuttal testimony of L. C. McFarlin. And thereafter, both sides rest. Thereafter, after being fully advised in the premises, it is ordered by the Court that allegations of partnership in Plaintiff Bill are not sustained and that settlement entered into by written contract settled all differences between parties in regard to property in suit. Exceptions allowed. And thereafter ordered by the Court that Decree be entered in favor of Defendant, all as per journal entries be filed.

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, October 6, 1936

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

L. C. McFARLIN, Plaintiff,)
vs. No. 1110 Equity.)
R. M. McFARLIN, Defendant.)

D E C R E E

On this 6th day of October, 1936, the above entitled cause came on for hear and the parties having offered evidence in support of their respective contentions, upon consideration of all the matters and things herein, and upon the evidence submitted, it i the Court ORDERED, ADJUDGED AND DECREED that the plaintiff take nothing herein, and that bill of complaint herein be dismissed with prejudice, at the cost of the plaintiff.

To all of which the plaintiff excepts.

D.K. OWNBY & WARREN
Attys for Plf.

F. E. KENNAMER
JUDGE.

O.K. N. A. GIBSON
Atty for Deft.

ENDORSED: Filed Oct 10 1936
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned to October 7, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, OCTOBER 7, 1936

Court convened pursuant to adjournment, Wednesday, October 7, 1936.

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

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

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

United States of America, Plaintiff,)
vs. No. 1104 Equity.)
A. S. Sands and The First National Bank of
Pawhuska, Oklahoma, Defendants.)

D E C R E E

This cause came on regularly to be heard on the 12th day of May, 1936, and

the complainant and the defendants announced ready for trial, the complainant offered and introduced its evidence in chief and thereupon the defendants offered and introduced their evidence and at the conclusions of the defendants' evidence the complainant offered and introduced evidence in rebuttal, and thereupon the cause was briefly argued by counsel for complainant and counsel for defendants. Thereupon the court took the cause under advisement, requesting briefs be submitted by complainant and defendants, and now said briefs having been duly submitted and the court having examined the same and duly considered the same, as well as the pleadings and evidence in this cause, does now on this the 7th day of October, 1936, make the following findings of fact and conclusions of law, to-wit:

The court finds that Raymond Red Corn was a full blood Osage Indian, enrollment #484, and died intestate in Osage County, Oklahoma, on the 30th day of April, 1931, leaving him, as his sole and only heirs at law, his wife, Bernice Red Corn, who is a white woman and his three sons, Raymond Red Corn, Jr., Harold Red Corn and Douglas Red Corn, who are mixed blood Osage Indians of half blood, without certificates of competency; that the said Raymond Red Corn was an intelligent, well educated, full blood Osage Indian; that he was granted a certificate of competency by the Secretary of the Interior on April 2, 1910, which continued in force and effect until February 9, 1929, when it was revoked by the Secretary of the Interior as of that date, under and pursuant to Section 4 of the Act of Congress of February 27, 1911; that the defendant A. S. Sands is now and was at all the times mentioned in the bill of complaint an authorized, practicing attorney engaged in the practice of his profession at Pawhuska, Oklahoma, and that the defendant The First National Bank in Pawhuska, Oklahoma is now and was at all of said times a corporation duly organized and chartered under the national banking act with its principal place of business at Pawhuska, Oklahoma; that on or about the 16th day of March 1923 the defendant A. S. Sands and the said Raymond Red Corn, Osage Allottee #484 entered into an oral agreement set out and alleged in complainant's bill of complaint, and that said agreement on or about the 28th day of March 1924, was reduced to the writing alleged in complainant's bill of complaint; that thereafter, early in the year 1925, and within one year of the execution and delivery of said contract of March 28, 1924, the said contract was orally modified at the instance of the said Raymond Red Corn and with the consent of the said Sands to the effect that the said Sands was not to look after or transact any business for the said Red Corn or act as his agent, but that thereafter the services of said Sands were to be restricted and confined to checking and adjusting the said accounts of Red Corn, making advances to said Red Corn and paying his bills, for which services said Sands was to receive \$100.00 per month and interest on the advances so made at the rate of 10% per annum, that thereafter said oral modification of said contract was fully executed and carried out by both the said Sands and the said Red Corn; that on the 30th day of January, 1928, the defendant A. S. Sands sold to the said Raymond Red Corn, Osage Allottee #484, the 765.2 acres of land in Osage County, part described in defendant's answer, for the agreed consideration of \$47,000; that on said date the said Sands and his wife conveyed said land to the said Raymond Red Corn by warranty deed; that for consideration for said land the said Raymond Red Corn transferred and delivered to the said Sands securities of the face value of \$32,000.00 which he had received from the estate of Wy-E-Kah, and that the said Raymond Red Corn and his wife, Bernice Red Corn on said date executed and delivered to the said A. S. Sands a mortgage on all of said 765.2 acres of land to secure the balance of the purchase price of said land, to-wit, the sum of \$15,000.00; that the deed from defendant A. S. Sands and his wife to the said Red Corn, of date January 30, 1928, was filed and recorded in the office of the county clerk of Osage County, Oklahoma in Book 63, page 335; that the said mortgage from the said Raymond Red Corn and his wife to said Sands of date January 30, 1928, was duly filed for record on February 3, 1928 and duly recorded in the office of the county clerk of Osage County, Oklahoma in Book 47, page 464; that thereafter on the 24th day of October, 1928 the said Red Corn and wife sold and conveyed to Robert Stuart 80 acres of land, described as the Northeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 11, Township 25 North, Range 8 East and received and retained the consideration paid by said purchaser for said land. Thereafter, on the 27th day of December, 1928, said Raymond Red Corn, and his wife, reconveyed to the defendant Sands the Northwest Quarter of the Northwest Quarter of Section 12, Township 25 North, Range 8 East, which was a part

land conveyed and sold by said Sands and his wife to the said Raymond Red Corn, for a consideration of \$5,000.00; that said consideration of \$5,000.00 was paid by the said Sands to said Red Corn by crediting that amount upon the then indebtedness of the said Red Corn to the said Sands; that after crediting said \$5,000.00 upon the indebtedness of said Red Corn to the said Sands there remained due from said Red Corn to the said Sands the sum of \$18,710.88, which included the balance remaining unpaid on the \$15,000.00 mortgage of January 30, 1928; that on the 27th day of December, 1928 the said Red Corn and his wife executed and delivered to the said S. Sands, four promissory notes, aggregating the sum of \$18,710.88, one note for \$5,000.00 due and payable one year after date, one note for \$5,000.00 due and payable two years after date, one note for \$5,000 due and payable three years after date, one note for \$3,710.88 due and payable 4 years after date, all bearing interest at the rate of 7% per annum from date together with an attorney's fee as provided by the terms thereof; that in order to secure payment of said indebtedness the said Red Corn and wife executed and delivered to said Sands a mortgage upon 644.2 acres of the land originally purchased by the said Red Corn from the said Sands on January 30, 1928, being all of the lands so purchased except the 80 acres sold and conveyed by said Red Corn and wife to Robert Stuart and the 40 acres reconveyed by said Red Corn and wife to the said Sands, and being the land described in complainant's bill of complaint; that the said Sands on the 27th day of December, 1928 simultaneously with the execution and delivery of the said notes for \$18,710.88 executed and delivered to the said Red Corn a release of the aforesaid mortgage for \$15,000.00 which had been executed on January 30, 1928, covering the 765.2 acres of land, the said \$15,000.00 mortgage having been released as to the 80 acres of land sold to Robert Stuart at the time of said sale.

The Court further finds there was no fraud or over-reaching on the part of said Sands in the sale of the 765.2 acres of land to the said Red Corn; that said land was then reasonably worth the amount that the said Red Corn agreed to pay for the same; that said sale was open and fair and free of any fraud or undue influence.

The court further finds that there was no fraud, undue influence or over-reaching on the part of said Sands in receiving and taking from the said Red Corn and wife the four notes aggregating \$18,710.88 and the mortgage of December 27, 1928, covering the 644.2 acres of land to secure the payment thereof; that there was an adequate and valuable consideration for the execution and delivery of said notes and mortgage by the said Red Corn and wife to the said Sands and that said indebtedness so evidenced was a just and valid indebtedness on the part of the said Red Corn and wife to the said Sands.

The court further finds that the aforesaid securities amounting to \$32,000.00 transferred and delivered by the said Red Corn to the said Sands on January 30, 1928 as part of the consideration for the purchase price of the 765.2 acres of land, had been received by the said Raymond Red Corn from the estate of his father, Wy-E-Gla-In-Kah, under the terms of his father's will; that Wy-E-Gla-In-Kah's will had been approved by the Secretary of the Interior and after the death of said Wy-E-Gla-In-Kah the said secretary released and delivered the securities to the defendant A. S. Sands as executor of the will of Wy-E-Gla-In-Kah for distribution under the terms of said will through the county court of Osage County, Oklahoma; that said securities were distributed by the said executor to the said Raymond Red Corn to the county Court of Osage County, Oklahoma, on the 28th day of January, 1928; that thereafter on the 26th day of September, 1928, the said executor made final settlement and distribution of the estate of Wy-E-Gla-In-Kah and was finally discharged as said executor and said estate closed by the county court of Osage County, Oklahoma.

The court further finds that on the 31st day of May, 1929 in response to a request by the superintendent of the Osage Indian Agency, under date of May 14, 1929, the defendant Sands submitted to said superintendent for transmission to the Secretary of the Interior at Washington, true and correct copies of the aforesaid notes, aggregating \$18,710.88, which were secured by the aforesaid mortgage, of date of December 27, 1928, with a statement that part of the moneys evidenced by said notes had been paid and that the full amount thereof accrued and accruing interest would become due at the time of their maturity.

The court further finds that said indebtedness was never paid by the Secretary of the Interior or his authorized representative, out of the income of the said Red Corn or otherwise.

The court further finds that on the 3rd day of June, 1931 the county court of Osage County, Oklahoma, duly and regularly appointed Bernice Red Corn, the widow of Raymond Red Corn, as administratrix of his estate, and that a claim based upon said three \$5,000.00 notes was regularly and in due time presented to said administratrix by the Citizens National Bank of Pawhuska, Oklahoma and duly and regularly allowed by her on August 31, 1931, and duly and regularly allowed by the said county court on September 2, 1931 and that a claim based upon said \$3,710.88 was regularly and in due time presented to said administratrix by the American National Bank of Pawhuska and duly and regularly allowed by her on August 31, 1931 and duly and regularly allowed by the county court of September 2, 1931; that the said three \$5,000.00 notes were then held by the Citizens National Bank of Pawhuska, Oklahoma and the \$3,710.88 note then held by the American National Bank of Pawhuska, Oklahoma, as collateral to secure the indebtedness of defendant A. S. Sands to said banks. And that thereafter, on the 15th day of April, 1933 the county court in said administration case, after due notice to the superintendent of the Osage Indian Agency, and after full and complete hearing, found that said claims had been presented to said administratrix, examined and allowed by her, and that the same had been presented to the court and after due hearing had thereon were allowed by the court and that the claims should be paid and that the said administratrix did not have on hand sufficient funds for that purpose and ordered and adjudged that the said administratrix be and she was caused to apply for and receive from the Osage Indian Agency sufficient funds belonging to said estate to pay said claims and to expend the same in the payment thereof.

The court further finds that no part of either of said claims was ever paid to the administratrix or the administrator of the estate of the said Raymond Red Corn, out of funds belonging to said estate or otherwise.

The court further finds that Bernice Red Corn is a white woman, and was married to the said Raymond Red Corn on the 13th day of July, 1923 and that she was a joint maker of said notes aggregating \$18,710.88, but the court finds that there was no fraud or conspiracy in the presentation or allowance of said claims, but finds that said claims were duly and regularly allowed and established as just claims against the estate of Raymond Red Corn by the county court of Osage County, Oklahoma, which had jurisdiction over his estate.

The court further finds that on the 30th day of March, 1934, the defendant, A. S. Sands having repossessed himself with the three \$5,000.00 notes which the Citizens National Bank of Pawhuska, Oklahoma previously held as collateral, instituted an action in the district court of Osage County, Oklahoma against Henry Hudson as administrator of the estate of Raymond Red Corn, deceased, Bernice Red Corn, Raymond Red Corn, Jr., Harold Red Corn and Douglas Red Corn, and the American National Bank of Pawhuska, Oklahoma, to foreclose said mortgage of \$18,710.88 with accrued interest and attorney's fees; that thereafter, on the 12th day of May, 1934 said cause was dismissed by the plaintiff as to the defendants Raymond Red Corn, Jr., Harold Red Corn and Douglas Red Corn, two of whom were then minors, and that upon trial of said cause upon said date, judgment was rendered therein in favor of said A. S. Sands and against the defendants Bernice Red Corn and Henry Hudson as administrator of the estate of Raymond Red Corn, deceased, in the sum of \$19,635.09 with interest thereon at the rate of 7% per annum from the 30th day of March, 1934, together with \$1500.00 attorney's fee and the costs of said action and that said court in said cause rendered judgment in favor of the American National Bank of Pawhuska, Oklahoma against the defendants Bernice Red Corn and Henry Hudson, administrator of the estate of Raymond Red Corn deceased, in the sum of \$5,096.26 with interest thereon at the rate of 7% per annum from April 27, 1934 until paid and for the further sum of \$500.00 as attorney's fees; and that said court further ordered that in case the defendants fail for six months after the date of entry of said judgment to pay the plaintiff therein the \$19,635.09 with interest thereon, attorney's fees and costs, an order of sale should issue to the sheriff of Osage County, Oklahoma, commanding him to sell according to law the said real estate therein described and to apply the proceeds arising from said sale as herein directed.

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, OCTOBER 7, 1936

The court further finds that on the 15th day of June, 1934, the superintendent of the Osage Indian Agency filed in said cause for and on behalf of the said Raymond Red Corn Harold Red Corn and Douglas Red Corn a petition to vacate said judgment of March 12, 1934 the Osage Tribal attorney filed in said cause, after the rendition of said judgment a motion to open up said decree and let in the said Indian heirs to defend said suit, and that said petition to vacate said judgment and said motion to open up and let in said Indian heirs to defend, set up and allege in all essentials the same matters set up and alleged in complainant's bill of complaint herein; that thereafter the defendant Sands as plaintiff in said suit filed therein a motion to dismiss the petition of the superintendent of the Osage Indian Agency and also filed in said action a motion to dismiss the motion by the Osage Tribal Attorney filed for and on behalf of the said Indian heirs, and the court further finds that thereafter and on the 30th day of November, 1935, after full and complete hearing of said motion to dismiss the said petition to vacate and said motion to open up and let said Indian heirs in to defend the said district court made and entered its order sustaining said motions to dismiss and denied the said superintendent's petition to vacate, and said Osage Tribal attorney's motion to open up and let in said Indian heirs to defend. The court further finds that no appeal was taken from said order or said judgment.

The court further finds that on the 13th day of December, 1935 an order of sale was issued out of the District court of Osage County, Oklahoma in said cause directing and commanding said sheriff of Osage County, Oklahoma to proceed according to law to advertise and sell without appraisal the land involved therein; and that the said sheriff proceeded to execute said order of sale and on the 13th day of January, 1936, after due and legal notice thereof sold said lands to the defendant A. S. Sands for the sum of \$25,000.00, which was the highest and best sum bid therefor; that the said sheriff made due and legal return of said sale on the 28th day of January, 1936 said sale was duly and regularly confirmed by the said court the said sheriff directed to execute and deliver to said Sands a good and sufficient deed to the premises, and that thereafter on the 28th day of January, 1936 the said sheriff executed and delivered to the said defendant A. S. Sands a deed conveying to him the aforesaid lands.

The court finds that on the 2nd day of January, 1936 the American National Bank in Pawhuska, Oklahoma changed its name to the First National Bank in Pawhuska, Oklahoma and that on the 1st day of February, 1936 the said Sands, for a good and valuable consideration executed and delivered to said bank a mortgage on said lands to secure the payment of \$10,000.00 which the said Sands borrowed from said bank and the court finds that the said bank is now the owner and holder of said mortgage in due course for a valuable consideration, and that the defendant A. S. Sands is now the owner of the fee simple title to said lands subject to the lien of said bank existing by virtue of said mortgage of date of February 1, 1936.

The court concludes as a matter of law that the sale of said 765.2 acres of land by the defendant A. S. Sands to the said Raymond Red Corn was a valid, legal contract and that the execution and delivery by the said Raymond Red Corn and Bernice Red Corn of the three \$5,000.00 notes of date January 30, 1928 to the defendant Sands and the mortgage of date January 30, 1928 covering the said 765.2 acres of land created a valid, legal and binding obligation on the part of said Raymond Red Corn and Bernice Red Corn to pay to the said Sands the said indebtedness evidenced by said notes and a valid mortgage lien on said 765.2 acres of land to secure the payment of said indebtedness; that the execution and delivery by the said Raymond Red Corn and Bernice Red Corn of the four notes of date December 27, 1928 aggregating \$18,788 created a valid legal and binding obligation on the part of the said Raymond Red Corn and Bernice Red Corn to pay to the said defendant Sands the indebtedness evidenced by said notes in accordance with their tenor, and that the execution and delivery of the mortgage of date December 27, 1928 by the said Raymond Red Corn and Bernice Red Corn to the said defendant Sands to secure the payment of said indebtedness created in favor of the said Sands a valid mortgage lien on the said 644.2 acres of land to secure the payment of the indebtedness evidenced by said four notes.

The court further finds that the county court of Osage County, Oklahoma had

jurisdiction in probate over the estate of the said Raymond Red Corn deceased, and that Be Red Corn was the duly appointed and qualified administratrix of said estate in said court; that the presentment by the Citizens National Bank of Pawhuska, Oklahoma to the said administratrix of a claim against the estate of Raymond Red Corn, deceased, based on said \$5,000.00 notes of date December 27, 1928 and the presentment by the American National Bank of Pawhuska, Oklahoma to said administratrix of a claim against the estate of Raymond Red Corn deceased based on said \$3,710.88 note of date December 27, 1928, and the allowance of said claims by said administratrix on August 31, 1931 and the allowances and approval of said claims by the county court of Osage County, Oklahoma on September 2, 1931, established said claimant's just indebtedness of and valid claims against the estate of Raymond Red Corn, deceased, in accordance with the statutes of the State of Oklahoma and the Acts of Congress.

The court further concludes as a matter of law that said lands having passed to the private ownership of the said A. S. Sands prior to the transactions involved herein were free of any restrictions or limitations of any Act of Congress, relating to the Osage Indian lands or their lands and that Congress has not since imposed any restrictions or limitations upon said lands under the ownership of the said A. S. Sands or Raymond Red Corn, deceased or R. Red Corn, Jr., Harold Red Corn and Douglas Red Corn, and that said lands are now free of any governmental limitations and restrictions, and that the complainant does not have the right or capacity to maintain this suit.

The court further concludes as a matter of law that even through Congress has by subsequent legislation, reimposed restrictions upon said lands and recaptured supervision and control thereof for and on behalf of Raymond Red Corn, deceased, and his Indian heirs, said restrictions and supervision are subject to the obligations created by the execution and delivery of the four notes of December 27, 1928 aggregating \$18,710.88 together with interest and attorney's fees in accordance with the terms thereof and a mortgage lien to secure the payment of said indebtedness created by the mortgage of date December 27, 1928 made by the said Raymond Red Corn and Bernice Red Corn to the defendant Sands to secure the payment thereof, and said defendant Sands to said indebtedness and foreclosure of said mortgage lien under and in accordance with the statutes of Oklahoma; that the complainant does not have the right of capacity to maintain this suit without the payment of said indebtedness, and satisfaction of said mortgage lien.

The court further concludes as a matter of law that the indebtedness of Raymond Red Corn to the defendant A. S. Sands evidenced by the four notes of December 27, 1928 was a just and legal obligation of the said Raymond Red Corn; that under the terms of Section 4 of the Act of Congress of February 29, 1925, the revocation of the said Raymond Red Corn's certificate of Competency on February 9, 1929 by the Secretary of the Interior did not affect the legal liability of said indebtedness or the transactions giving rise thereto and that under said Section 4 of said Act of Congress the Secretary of the Interior or his authorized representative was required to pay said indebtedness out of the income of said Raymond Red Corn and that by virtue of the failure of the Secretary of the Interior or his representative to pay said indebtedness out of the income of said Raymond Red Corn as provided by said Act of Congress and by virtue of the efforts of the Superintendent of the Osage Indian Agency in the district court of Osage County, Oklahoma in the foreclosure action instituted by the defendant A. S. Sands to set aside the judgment rendered by said court in said foreclosure action on the same grounds upon which the complainant in this suit seeks the relief prayed for herein, the complainant is now estopped to maintain this suit and is without right or capacity to invoke the jurisdiction of this court to grant the relief prayed for in its bill of complaint.

The court further concludes as a matter of law that under the facts established by the evidence herein the complainant is not entitled to the relief prayed for or any relief whatsoever.

It is therefore, by the court, ordered, adjudged and decreed that the relief prayed for by the complainant herein be and the same is hereby denied and the bill of complaint be

UNITED STATES DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, OCTOBER 7, 1936

the same is hereby dismissed at the cost of the complainant. The complainant is allowed exception to the judgment of the court and to its findings of fact and conclusions of law in contained.

Given under my hand as Judge of the United States District Court for the Northern District of Oklahoma.

F. E. KENNAMER
District Judge.

ENDORSED: Filed Oct 9 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to October 8, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA THURSDAY, OCTOBER 8, 1936

Court convened pursuant to adjournment, Thursday, October 8th, 1936.

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

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

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY, Plaintiff,)
vs.) No. 873 Equity
EXCHANGE NATIONAL COMPANY, Defendant.)

ALIAS ORDER AUTHORIZING RELEASE OF SECOND MORTGAGE

THIS CAUSE COMING on to be heard on this the 8th day of October, 1936, on the application of Rex Watkinson for an order authorizing directing and empowering him to make execute and deliver unto Lillie D. Hill, a release of that certain second mortgage described follows: Dated August 5th, 1930, in the sum of \$75.00 executed by Lillie Hill, and covering and affecting the

SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 34, Twp. 18N, Range 13 East, Tulsa County, Oklahoma,

your receiver having heretofore obtained an order on the 29th day of September, 1936, authorizing directing and empowering him to release the same, but said mortgage being incorrectly described therein, and the court having read said application and finding that it has jurisdiction to determine the same and enter an order thereon, and being fully advised in the premises, find said application should be sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said application be and is hereby sustained, and the said Rex Watkinson, be and he is hereby directed, authorized and empowered to release the above described mortgage, and he is further directed, authorized and empowered, to do all other things necessary and proper in order fully and effectually to accomplish the letter and spirit of the application and this order.

ENDORSED: Filed Oct 8 1936 F. E. KENNAMER
H. P. Warfield, Clerk, U. S. District Court United States District Judge.

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

G. W. FRAZIER, Complainant,)
vs.) No. 927 Equity.
The Carter Oil Company, a Corporation, Defendant.)

ORDER ALLOWING APPEAL

The petition of G. W. Frazier, complainant in the above entitled and numbered for an appeal from the final decree of the Court is hereby granted and the appeal is allowed the petitioner filing a bond, within twenty days, in the sum of Two Hundred (\$200.00) Dollars with sufficient security and the conditions as required by law; and the said bond shall operate as a supersedeas over the decree made and entered in the above cause and shall stay any and further proceedings in this Court until the termination of said appeal by the United States Circuit Court of Appeals for the Tenth Circuit.

Dated this the 8th day of October, 1936, at Tulsa, Oklahoma.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Oct 8 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to October 9, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, OCTOBER (9, 1936

Court convened pursuant to adjournment, Friday, October 9th, 1936.

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

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

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

SOVEREIGN CAMP OF THE WOODMEN OF THE)
WORLD, Plaintiff,)
vs.) No. 1078 Equity.
MYRTLE CLARK and HATTIE CLARK, Defendants.)

ORDER ENLARGING TIME TO LODGE APPEAL

NOW, on this 9th day of October, A. D. 1936, and prior to the return date of citation herein, and upon request of the petitioner appellant for an extension of time with to perfect the record and lodge the appeal allowed her herein, and for good cause shown;

IT IS, BY THE COURT, CONSIDERED, ADJUDGED AND ORDERED that the time for pri

there was also paid to the said Q. O. McGhee by the said Joseph D. Yeargain the sum of One Hundred Dollars, in cash.

(5) That the said Q. P. McGhee on or about November 30, 1930, entered upon and took full, complete and absolute possession of the real estate and premises herein aforementioned and described, and used and occupied the same, and has ever since used and occupied the same and is now in possession of and occupying the same; that said possession and use and occupation of said real estate and premises by the said Q. P. McGhee has been at all time peaceable, quiet, undisturbed and open and notorious.

(6) That Mr. J. M. Hill, acting under his authority as special master appointed by this court to advertise and sell the assets of the co-partnership herein aforementioned advertised the real estate and premises herein aforementioned and described as being for sale at a sale thereof to be held on September 2, 1936, in the city of Miami, Oklahoma, and at said sale held pursuant to said advertisement in said city of Miami, Oklahoma, on said 2nd day of September, 1936, Caroline L. Yeargain, one of the plaintiffs herein, became the high and successful bidder for the real estate and premises herein aforementioned and described, bidding therefor the sum of One Hundred Dollars; and said special master has made due return and report of said bid to this court, for approval and confirmation.

(7) That the real estate and premises herein aforementioned and described were at the time of the sale aforementioned and property of Q. P. McGhee, the interpleader herein, and was not then or now the property of nor an asset of the said co-partnership of Yeargain & Yeargain; and, that the aforementioned bid of the said Caroline L. Yeargain in the amount of One Hundred Dollars for said real estate and premises should and ought to be refused and rejection and confirmation of such sale refused and denied; conditioned, however, that the said Q. P. McGhee, interpleader herein, will and shall pay to the said Caroline L. Yeargain on or before Monday, October 12, 1936, the sum of One Hundred Dollars.

(8) That the judgment rendered by this court in the above-entitled and numbered case on the 30th day of April, 1936, in favor of the plaintiffs, Caroline L. Yeargain as administratrix of the estate of Scott A. Yeargain, deceased, Caroline L. Yeargain for herself, and E. Yeargain, Scott A. Yeargain, Jr., and Marjorie Yeargain Frankenberger against the defendant Joseph D. Yeargain, for the sum of \$96,098.94, is not and does not in any wise constitute a lien upon or against the real estate and premises, or any part thereof, herein mentioned and described, and, that Q. P. McGhee and his heirs and assigns should and ought to be adjudged and decreed by this court to have and to hold said real estate and premises, together with all improvements thereon, and appurtenances thereto belonging, free, clear and discharged of and from the lien of the judgment herein last mentioned.

(9) The court further and subsequently finds: That Q. P. McGhee, the interpleader herein, by way of performing and complying with the condition and requirement stated and set forth in finding numbered "7" hereof, to the effect that the said Q. P. McGhee will and shall pay to Caroline L. Yeargain on or before Monday, October 12, 1936, the sum of One Hundred Dollars, did on October 7, 1936, pay in cash to Mr. Frank Nesbitt, one of the attorneys of record herein for the said Caroline L. Yeargain, the sum of One Hundred Dollars, which amount he so paid for the use and benefit of and to be turned over to the said Caroline L. Yeargain and that said payment is and constitutes a substantial and sufficient performance and compliance with the condition and requirement of the court stated and set forth in finding numbered "7" of; and the performance and compliance of said condition and requirement in the manner stated should and ought to be, and hereby is approved and confirmed.

NOW THEREFORE, IT HEREBY IS ORDERED, ADJUDGED AND DECREED:

(1) That the certain warranty deed bearing date of January 16, 1936, executed

J. D. Yeargain, - being the same and identical person as Joseph D. Yeargain - and Kathleen Yeargain, his wife, unto Q. P. McGhee, and in which it is recited that the grantors therein in consideration of the sum of Sixteen Hundred and No/100 Dollars, the receipt of which is acknowledged, do grant, bargain, sell and convey unto Q. P. McGhee his heirs and assigns of the following described real property and premises situated in Ottawa County, State of Oklahoma, to-wit: Lot 19, Block 68, O.P., City of Miami, together with all the improvements thereon, and the appurtenances thereto belonging, and which deed appears having been acknowledged January 16, 1930 by the grantors therein named, before G. C. Hanna, a notary public in and for Ottawa County, State of Oklahoma, was made and executed by the said Joseph D. Yeargain, who at the date of said deed surviving partner of the co-partnership of Yeargain & Yeargain, for the purpose and with intent of paying and satisfying a co-partnership debt in amount of Seven Hundred Dollars, due and owing to Q. P. McGhee, by Scott A. Yeargain and the said Joseph D. Yeargain, co-partners operating, conducting and carrying on the business of their co-partnership under the style and firm name of Yeargain & Yeargain.

(2) That said warranty deed was at some time subsequent to date of January 16, 1930, the date which said deed bears, delivered to the said Q. P. McGhee by the said Joseph D. Yeargain.

(3) That prior to and on January 16, 1930 the record title of ownership in and to the real estate and premises mentioned and described in the warranty deed herein aforesaid to-wit: Lot Nineteen (19), Block Sixty-eight (68) (original plat) in the City of Miami, County of Ottawa, State of Oklahoma, was in and stood in the name of Scott A. Yeargain; but nevertheless said real estate and premises was in truth and fact the property of and was owned by, and was a co-partnership asset, of the firm of Yeargain & Yeargain, a co-partnership composed of the said Scott A. Yeargain and Joseph D. Yeargain. And, the said Scott A. Yeargain held the title to said real estate and premises in and to said real estate and premises in trust only, for said co-partnership.

(4) That upon the death of the said Scott A. Yeargain the said Joseph D. Yeargain became the surviving co-partner of the firm of Yeargain & Yeargain, and as such had legal title and authority to settle and satisfy out of the assets of said co-partnership the indebtedness in the amount of Seventeen Hundred Dollars due from and owing by said co-partnership to Q. P. McGhee, by paying to the said Q. P. McGhee the sum of One Hundred Dollars in cash, and by conveying and transferring unto the said Q. P. McGhee the real estate and premises last mentioned and described; and, that the warranty deed last mentioned and referred to herein set forth and operated to transfer and convey title in fee simple in and to the real estate and premises mentioned and described therein in Q. P. McGhee, the grantee in said deed.

(5) That the real estate and premises, to-wit: Lot Nineteen (19) in Block Sixty-eight (68) (original plat) in the city of Miami in Ottawa County, State of Oklahoma, was at the time same was bid for by Caroline L. Yeargain at the sale thereof held in the city of Oklahoma, on September 2, 1936, a co-partnership asset of or owned by the aforementioned firm of Yeargain & Yeargain; and the bid of the said Caroline L. Yeargain of the sum of One Hundred Dollars for said real property and premises is refused and confirmation and approval of such sale to her is refused and denied, and said sale is set aside, cancelled and held null and void.

(6) That Q. P. McGhee, the interpleader herein, have and take the real property and premises herein aforesaid and described, to-wit: Lot Nineteen (19) in Block Sixty-eight (68) (original plat) in the City of Miami in Ottawa County, State of Oklahoma, and any and all improvements thereon, and appurtenances thereto belonging, free, clear and discharged of and from the lien of the judgment rendered in the above-entitled and numbered case on the 30th day of April, 1936, which judgment was rendered in favor of the plaintiffs Caroline L. Yeargain administratrix of the estate of Scott A. Yeargain, deceased. Caroline L. Yeargain for herself and Helen E. Yeargain, Scott A. Yeargain, Jr., and Marjorie Yeargain Frankenberger and against defendant Joseph D. Yeargain for the sum and amount of \$96,098.94.

(7) That the plaintiffs Caroline L. Yeargain as administratrix of the estate of Scott A. Yeargain, deceased, Caroline L. Yeargain for herself, and Helen E. Yeargain, Scott Yeargain, Jr., and Marjorie Yeargain Frankenberger and each of them, and any and all persons claiming through them or any of them, be, and they are perpetually barred and enjoined from setting up or asserting any right, title, interest, equity or estate in and to the real estate and premises herein aforementioned and described adverse to the said Q. P. McGhee.

Signed this 12th day of October, 1936, to be effective from and after date October 5th, 1936.

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

O.K. T. A. CHANDLER
JESS R. BALLARD
Attorneys for Q. P. McGhee.

FRANK NESBITT - GAYLE PICKENS
attorney for Caroline Yeargain et al.

ENDORSED: Filed Oct 12 1936
H. P. Warfield, Clerk
U. S. District Court B

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY,) Plaintiff,)
vs.) No. 873 Equity.
EXCHANGE NATIONAL COMPANY,) Defendant.)

ORDER ON CLAIMS

THIS CAUSE COMING on to be heard on this the 12th day of October, 1936, having been continued to this day, for hearing on the claims of Life Insurance Company of Virginia Nellie Mahoney and Laura E. Fitzgerald, and the claimant first above mentioned appearing by solicitor, W. H. Martin, Esq. and Nellie Mahoney and Laura E. Fitzgerald appearing by their solicitors, Travis I. Milsten, and said claim of the said Life Insurance Company of Virginia as revised having been regularly presented by its solicitor, and objections to the allowance thereof having been advanced by the solicitor for Rex Watkinson, Receiver for Exchange National Company, and the court being well and truly advised in the premises and finding that it has jurisdiction to entertain the same and enter an order thereon, finds that said claim, as revised should be allowed, as a common claim against the assets of Exchange National Company in the sum of \$8,000.00.

IT IS THEREFORE BY THE COURT ORDERED, ADJUDGED AND DECREED that the said revised claim of Life Insurance Company of Virginia in the sum of \$8,000.00 be and the same is hereby allowed, as a common claim against the assets of Exchange National Company.

IT IS, THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that the claims of the said Nellie Mahoney and Laura E. Fitzgerald be and they are hereby denied. Thereupon,

own motion, the court called attention to the fact that there had been this day filed in cause an application to remove Rex Watkinson, as receiver for Exchange National Company a applicants for said removal appearing by their solicitor, Felix Bodovitz, and both parties agreed thereto, the hearing on said application be and it is hereby set for October 18th, 1936, at the hour of 9:30 o'clock A.M.

F. E. KENNAMER
United States District Judge.

OKEH: W. H. MARTIN
Solicitor for Life Insurance Company of Virginia.

TRAVIS MILSTEN
Solicitor for Nellie Mahoney and Laura E. Fitzgerald

F. A. BODOVITZ
Solicitor for advisory committee to the trustee of
guaranteed first lien participation certificates.

T. AUSTIN GAVIN
Solicitor for Rex Watkinson, Receiver for Exchange
National Company.

ENDORSED: Filed Oct 16 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

HOWARD GRAY, as Executor of the Estate)
of Julia S. Pearman, deceased, Plaintiff,)
vs.) No. 877 Equity.
EXCHANGE NATIONAL COMPANY, a cor-)
poration, et al, Defendants.)

ORDER AUTHORIZING TRUSTEE TO SETTLE INDEBTEDNESS OF HOTEL CALMEZ,
INC., AND TO RELEASE MORTGAGES.

On this 12th day of October, 1936, upon the verified application of J. H. Mc
Successor Trustee to the Exchange National Bank of Tulsa, Oklahoma, of all of the notes, l
mortgages, liens, obligations and property held as security for the payment of first lien
participation certificates issued by the Exchange National Company under the trust agreement
July 19, 1928, between said Exchange National Company and Exchange National Bank of Tulsa,
Oklahoma, and it appearing that among the assets of said trust estate are thirty-six (36)
executed by Hotel Calmez, Inc., a corporation, in the total principal sum of One Hundred l
One Thousand Dollars (\$141,000.00) which said notes are secured by first real estate mortg
covering the following described premises, to-wit:

lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and
Seventeen (17), in Block Thirty four (34) in the original Town of
Clinton, Custer County, Oklahoma,

as well as first mortgage upon all of the furniture, furnishings, fixtures and equipment v
the building upon the above described premises, and that said property is known as the Ho

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, OCTOBER 12, 1936

Calmez in the City of Clinton, Oklahoma; and it further appearing that notice of the hearing upon this application has been sent to all of the holders of said first lien participation certificates, by depositing the same in the United States Post Office at Tulsa, Oklahoma, postage fully prepaid thereon, addressed to each of said participation certificate holders as required by an order entered herein on the 14th day of September, 1936; and it appears that the said trustee can obtain the sum of Eighty Five Thousand Dollars (\$85,000.00) in less the sums heretofore paid to said trustee upon said indebtedness; and it further appears that the said owners of the Hotel Calmez are obtaining a loan from the RFC Mortgage Company in the principal sum of Sixty Five Thousand Dollars (\$65,000.00), which said sum is to be used as partial payment of the consideration for the settlement involved herein; and it further appearing, and the court so finds, that The RFC Mortgage Company, in approving and making said loan to the Hotel Calmez for the principal sum of Sixty Five Thousand Dollars (\$65,000.00) has approved a plan of settlement, and of the payment of funds by Hotel Calmez of the indebtedness due applicant herein, as well as expenses involved in the obtaining of said loan, and the said The RFC Mortgage Company would not have made said loan unless said plan had been approved by it and unless settlement is made in accordance therewith, which said settlement as above recited, provides for the settlement of the indebtedness due applicant herein for the sums and upon the terms herein provided; and the court further finds that the acceptance of the consideration herein provided by said trustee is necessary in order for Hotel Calmez to obtain said loan from The RFC Mortgage Company; and it further appearing that the Advisory Committee, appointed by this Court to counsel and advise said Trustee, has recommended the settlement of said indebtedness for the sum hereinbefore mentioned, which said sum is to be credited with payments heretofore made by said debtor, to-wit: Nine Thousand Eight Hundred Dollars (\$9,800.00), paid prior to the 1st day of June, 1936, and Six Hundred Dollars (\$600.00) per month thereafter to the 1st day of September, 1936; and it further appearing that said trust estate is in liquidation, and it is to the best interest of said trust, and to the first lien participation certificate holders, that said indebtedness be adjusted for the consideration shown herein, for the reason that the said property is large in value, and it will be sufficient to liquidate for cash, and for other good cause,

IT IS ORDERED that J. H. McBirney, Successor Trustee to the Exchange National Bank of Tulsa, Oklahoma, be, and he is hereby authorized and empowered to settle and adjust the indebtedness of Hotel Calmez, Inc., evidenced by Thirty Six (36) notes in the total principal sum of One Hundred Forty One Thousand Dollars (\$141,000.00), as well as the unpaid interest thereon, for the sum of Eighty Five Thousand Dollars (\$85,000.00) in cash, said sum of Eighty Five Thousand Dollars (\$85,000.00) to be credited with the sum of Nine Thousand Eight Hundred Dollars (\$9,800.00) paid by Hotel Calmez, Inc., prior to June 1, 1936, and all sums paid thereafter, to the 1st day of September, 1936.

IT IS FURTHER ORDERED that upon the payment of said sum, J. H. McBirney, Successor Trustee, be and he is hereby authorized and empowered to execute and deliver proper release of real estate mortgage covering the property hereinbefore described, as well as the chattel mortgages covering the furniture, furnishings, et cetera, in the Hotel Calmez at Clinton, Oklahoma, held by him as security for the payment of said thirty-six (36) notes, as well as to surrender and cancel said notes executed by Hotel Calmez, Inc.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Oct 12 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court convened pursuant to adjournment, Tuesday, October 13th, 1936.

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

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

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

R. A. WAXLER, Complainant,)
vs.) In Equity No. 1132. ✓
PHILLIPS PETROLEUM COMPANY, a)
corporation, Defendant.)

JOURNAL ENTRY

NOW, on this 24th day of September, 1936, this matter came on for hearing in open Court upon the Motion of the defendant to separately state and number and for further better statement and particulars, the complainant being represented by his counsel, Lashl & Rambo, and the defendant by its counsel, Campbell & Biddison;

Thereupon, the complainant asked leave to amend his Bill of Particulars, filed herein, in the following particulars:

First: By inserting by interlineation the words, "In accordance with the well known custom heretofore set out", immediately after the words, "and this complainant would" and before the words "share equally in all profits", occurring in the fourth line from the bottom of Sub-division V on page 3, of said Bill of Complaint;

Second: By filing an amendment to said Bill of Complaint setting forth the names, if known to complainant, of the owners of the leaseholds involved in this action;

and the Court having considered the matter, granted permission to said complainant to make file the above amendments;

And, thereupon, the matter came on for hearing upon the said Motion of the defendant and the Court having duly considered said Motion and the argument of counsel in connection therewith, is of the opinion that said Motion should be overruled;

IT IS, THEREFORE, ORDERED, CONSIDERED AND ADJUDGED, that complainant have, and hereby is, granted permission to amend his Bill of Complaint filed herein in the manner as set forth;

IT IS FURTHER ORDERED that the Motion to separately state and number and for further and better statement and particulars filed by the defendant herein be, and the same hereby is, overruled, to which ruling and judgment of the Court defendant excepts and its objections duly granted;

IT IS FURTHER ORDERED that complainant shall have ten (10) days from this date to amend his Bill of Complaint in the manner above set forth, the defendant to have ten days after the filing of said amendment to plead further in this cause, or twenty days thereafter to answer.

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, OCTOBER 13, 1936

DONE in open court on this, the day and year above set forth.

F. E. KENNAMER
District Judge.

O.K. CAMPBELL & BIDDISON
Attorneys for Deft.

O.K. LASHLEY & RAMBO
Attorneys for Complainant.

ENDORSED: Filed Oct 13 1936
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to October 14, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, OCTOBER 14, 1936

Court convened pursuant to adjournment, Wednesday, October 14, 1936.

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

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

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

Security Benefit Association, a corporation,	Plaintiff,)	
vs.		)	No. 445 Equity. ✓
Town of Slick, et al,	Defendants.)	

ORDER OF DISTRIBUTION OF FUND

NOW, on this 14th day of October, 1936, the parties hereto appearing in open court and it appearing to the Court that Order of Court entered herein June 22, 1936, directing the Receiver to distribute certain funds on hand is not clear in certain particulars.

NOW, THEREFORE, for the purpose of clarifying said Order and by agreement of parties, it is ordered

FIRST:

That the Receiver, the American National Bank of Bristow, Oklahoma, be, and allowed the sum of \$200.00 additional for its services herein as Receiver to date.

SECOND: That the remainder of said fund of \$4,985.65 be distributed as follows

To discharge unpaid coupons heretofore ordered paid \$ 313.60

ancillary receiver in the above numbered and entitled cause, and it being made to appear Court that the said ancillary receiver was, on the 10th day of September, A. D., 1936, su by temporary trustees in bankruptcy duly appointed for the Southwestern States Telephone pursuant to the provisions of the Bankruptcy Act, and that thereupon Chester H. Loveland to act further as such ancillary receiver and delivered possession of all monies and othe properties of the receivership estate in his hands to the said temporary trustees; that h faithfully accounted for all monies and other properties coming into his possession as su cillary receiver.

And no objection or exceptions having been filed to said final report and a same is found to be in all respects true and correct.

It is now, therefore, ordered that all acts and things done by said ancilla receiver, as well as his accounts, filed herein, be and they are hereby approved and con and the said Chester H. Loveland is discharged from further duties, liabilities and respo bilities as ancillary receiver herein, and his bond heretofore given in this cause is rel and discharged from further liabilith herein.

This the 15th day of October, A. D., 1936.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Oct 15 1936
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to October 16, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, OCTOBER 16, 1936

Court convened pursuant to adjournment, F riday, October 16, 1936.

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

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

THE LINCOLN NATIONAL LIFE INS. CO. A)
CORP., Plaintiff,)
vs.) No. 873 - Equity. ✓
EXCHANGE NATIONAL CO. OF TULSA, Defendant.)

Now on this 16th day of October, A. D. 1936, it is ordered by the Court tha T. P. Farmer be and he is hereby appointed Trustee of assets of Exchange National Company effective November 1, 1936, without additional compensation It is further ordered by the Court that bond be fixed in the amount of \$10,000.00. It is the further order of the Cou that \$35,000.00 of general fund be placed in special fund subject to withdrawal only upon order of court. (All as per journal entry to be filed herein).

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

LAURA B. WELLS, Complainant)
)
 vs.)
) No. 1020 Equity ✓
 A. L. CARMICHAEL, as County)
 Treasurer, et al, Respondents.)

STIPULATION AND ORDER

It is hereby stipulated by and between the parties hereto and their attorney record, that the appellant, Laura B. Wells, be given 90 days additional time within which file the certified copy of the record of appeal herein and to docket the case in the office of the Clerk of the Circuit Court of Appeals.

Dated this 15th day of
October, 1936.

HUGH WEBSTER
Attorney for Appellant.

Tulsa, Oklahoma
October 16, 1936

FRED A. FULGHUM
Assistant County Attorney, for Appellant

The parties having stipulated and for cause shown, it is hereby ordered that the appellant be and she is hereby granted 90 days additional time within which to file the certified copy of the record of appeal herein and to docket the case in the office of the Clerk of the Circuit Court of Appeals.

F. E. KENNAMER
J U D G E

ENDORSED: Filed Oct 16 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

The Eagle-Picher Lead Company, a corporation,)
 and the Eagle-Picher Mining and Smelting)
 Company, a Corporation, Complainant,)
)
 vs.)
) No. 1119 - Equity. ✓
 J. Warren Madden, John M. Carmody and Edwin S.)
 Smith, constituting the National Labor Relations)
 Board, and John Doe, trial examiner and agent of)
 the National Labor Relations Board, and Richard)
 Roe and Geo. O. Pratt, attorneys and agents of the)
 National Labor Relations Board, Defendants.)

O R D E R

Now on this 16th day of October, 1936, this matter coming on before the Court and it appearing to the Court that heretofore the transcript of the testimony of John C. and also a transcript of the testimony of other witnesses, and stipulations of counsel, w

filed in the office of the Clerk of this Court, and it further appearing to the Court that said transcripts should be withdrawn and submitted to Geo. O. Pratt, attorney for the Nat Labor Relations Board, at Washington, D. C.

IT IS THEREFORE THE ORDER of the Court that H. P. Warfield, Clerk of the United States District Court for the Northern District of Oklahoma, be, and he is hereby ordered and directed to turn over to Chester A. Brewer, Assistant United States Attorney for the Northern District of Oklahoma, to be submitted to Geo. O. Pratt, attorney for the National Labor Relations Board, at Washington, D. C., the transcript of the testimony of John C. Campbell and also, the transcript of the testimony of other witnesses, and stipulations from the office of said Clerk.

O.K. CHESTER A. BREWER
Assistant United States Attorney

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Oct 16 1936
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to October 19, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, OCTOBER 19, 1936

Court convened pursuant to adjournment, Monday, October 19, 1936.

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.

HOWARD GRAY, as Executor of the Estate of Julia S. Pearman, deceased,)				
)				
vs.	)	Plaintiff,	)	No. 877 Equity.	/
)				
EXCHANGE NATIONAL COMPANY, a corporation, et al,	)	Defendants.)		

**ORDER AUTHORIZING SUCCESSOR TRUSTEE TO PAY LIQUIDATING DIVIDEND OF
TWELVE PER CENT (12%) TO THE HOLDERS AND OWNERS OF GUARANTEED
FIRST LIEN PARTICIPATION CERTIFICATES**

On this 19th day of October, 1936, upon the application of J. H. McBirney, Successor Trustee of all of the notes, bonds, mortgages, liens, obligations and property held security for the payment of first lien participation certificates issued by the Exchange National Company, under a trust agreement of July 19, 1928, between said Exchange National Company and the Exchange National Bank of Tulsa, Oklahoma, for authority to pay a twelve per cent (12%) liquidating dividend to the holders and owners of guaranteed first lien participation certificates, and it appearing that the said trustee has the approximate sum of Four Hundred Thousand Dollars (\$400,000.00) in cash, and that most of said sum is available for payment of a liquidating dividend; and it further appearing that the holders of said guaranteed first lien participation certificates have heretofore received thirty per cent (30%)

liquidating dividends, and that an additional dividend should be paid them, and that said liquidating dividend should be paid to the holders of said certificates in proportion to the amounts of said certificates and the unpaid interest to May 1, 1933, upon said certificates as heretofore provided in orders entered herein for the payment of liquidating dividend and it further appearing that the said trustee has a sufficient amount of cash in order to pay said dividend, and that said dividend should be immediately paid; and it further appearing that the payment of said dividend has the approval of the Advisory Committee appointed by the court and counsel and advise with said trustee, and upon the said trustee's application, recommendation and request, and for other good cause,

IT IS ORDERED that J. H. McBirney, Successor Trustee, be and he is hereby authorized and empowered to pay a twelve per cent (12%) liquidating dividend to the owners and holders of the guaranteed first lien participation certificates, said twelve per cent (12%) liquidating dividend to be twelve per cent (12%) of the principal or face amount of said certificates, plus twelve per cent (12%) of the unpaid interest to May 1, 1933, upon said certificates.

IT IS FURTHER ORDERED that J. H. McBirney, Successor Trustee, incur the expense necessary for the payment of said twelve per cent (12%) liquidating dividend, and said trustee require the delivery of said certificates before making payment, in order that payments may be endorsed thereon.

IT IS FURTHER ORDERED that said trustee forthwith disburse said liquidating dividend, as hereinabove ordered.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Oct 19 1936
H. P. Warfield, Clerk
U. S. District Court

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

United States,	Complainant,)	
)	
vs.		)	No. 1140 Equity. ✓
)	
J. R. Jones, Zora H. Jones, William Harlow and Maggie Harlow,	Respondents.)	

ORDER FOR SERVICE BY PUBLICATION

Now on this 19th day of October, 1936, on application of the complainant, and proper showing made, it appearing to the undersigned Judge of the United States District Court for the Northern District of Oklahoma that the above named respondents, William Harlow and Maggie Harlow have not been served with process in this cause; that proper subpoena in due form has been regularly issued therein, directed to said respondents in the Northern District of Oklahoma, and that the United States Marshal for said district has made return showing that said respondents cannot be found in this district, and that proper service by order of the Court should be directed to each of said respondents, as provided by law, Section 118, Title 28, USC directing them to appear on a day certain to plead or answer to the Bill of Complaint hereinafter ordered.

IT IS THEREFORE THE ORDER of the Court that the respondents, William Mark Maggie Harlow, if living; if dead, their unknown heirs, executors, administrators and assigns, immediate and remote, appear and plead or answer to the Bill of Complaint in this cause, wherein the complainant seeks judgment foreclosing a mortgage covering the following described land, located in Osage County, Oklahoma, to-wit:

Lots Five and Six in Block Eight; North Half of Lots One, Two, Three and Four and Lots Five and Six in Block Nine, all in Tinker Addition to the town of Hominy, Oklahoma.

IT IS FURTHER ORDERED that this order be published once a week for six consecutive weeks, beginning October 20, 1936, and that said respondents, if living, or if dead their unknown heirs, executors, administrators and assigns, immediate and remote, appear answer or plead to the Bill of Complaint herein on or before Dec. 2, 1936, or all of the facts, matters and things pleaded therein shall be taken as true and confessed; and judgment for the complainant will be rendered accordingly, and said respondents will be barred from any right, title, interest, property or equity in or to the land hereinabove described.

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

F. E. KENNAMER
JUDGE

ENDORSED: Filed Oct 19 1936
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned to October 20, 1936.

Court convened pursuant to adjournment, Tuesday, October 20, 1936.

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

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

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

IN THE MATTER OF THE ESTATE OF ANDREW JOHNSON, DECEASED.)
United States of America, Intervener.) No. 1088 Equity

O R D E R

Now on this 19th day of October, 1936, it is ordered by the Court for and in favor of petitioner, Johnson Barnett, that he be permitted to re-open his case for the purpose of offering further primary proof tending to support the admission of the alleged will of Andrew Johnson, deceased, to probate, and said cause is ordered assigned for further hearing and trial in its regular order on the equity docket of this Court.

ENDORSED: Filed Oct 20 1936
H. P. Warfield, Clerk
U. S. District Court

F. E. KENNAMER
J U D G E

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE TERRITORY OF
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, OCTOBER 21, 1936

Court convened pursuant to adjournment, Wednesday, October 21, 1936.

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, Plaintiff,)
-vs- No. 607 - Equity. ✓
O. C. IPPEDGE, ET AL, Defendants.)

Now on this 21st day of October, A. D. 1936, the above styled case is called on. Both sides announce ready and are present and duly represented. All witnesses are sworn open court and opening statements of counsel are made and stipulations made. The Plaintiff introduces evidence and proof with the following witnesses: P. A. Deightman, and there after, the Plaintiff rests. And thereafter, the Defendants introduce evidence and proof the following witnesses: Ike Martin, D. A. Ashland, Bob Wilson, Mrs. Lennie Burroughs, Martin (recalled). And thereafter, the Defendants rest. Both sides rest. And thereaft 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. Now at this time Defendants move for judgment for De Thereupon, closing arguments of counsel are made. And thereafter, it is ordered by the Court that motion to dismiss be and it is hereby overruled and exception allowed. And thereaf is ordered by the Court, that the original judgment heretofore entered be adhered to, all per journal entry to be filed.

Court adjourned to October 23, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, OCTOBER 23, 1936

Court convened pursuant to adjournment, Friday, October 23, 1936.

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

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

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY, Plaintiff,)
vs. No. 873 Equity ✓
EXCHANGE NATIONAL COMPANY, Defendant.)

ORDER AUTHORIZING COMPROMISE INDEBTEDNESS AND ASSIGNMENT OF JUDGMENT

THIS CAUSE COMING on to be heard on this the 23rd day of October, 1936, on application of Rex Watkinson, Receiver for Exchange National Company, to accept an offer promise in the sum of \$2887.00 for an assignment of that certain judgment which he has in No. 11638 in the District Court in and for Garvin County, State of Oklahoma, against Wash

should be sustained, and that the said Rex Watkinson be and he is hereby directed, authorized and empowered to withdraw from the funds of said receivership, the sum of \$207.65 and to use the same in the payment of the ad valorem taxes above described, and he is further authorized, directed and empowered to do all other things necessary and proper in order to carry out and effectually to accomplish the letter and spirit of said application and this order.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Oct 23 1936
H. P. Warfield, Clerk
U. S. District Court B

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

Rex Watkinson, Receiver, Complainant,)
)
vs.)
)
Southwest Bank Shares Corporation, a No. 883 Equity
Corporation, Respondent,)
)
The State of Oklahoma, on the relation)
of W. J. Barnett, Bank Commissioner of the)
said State, Intervener.)

O R D E R

Now on this 23rd day of October, 1936, on motion of Howard C. Johnson, Bank Commissioner of the State of Oklahoma, IT IS ORDERED, that his name, as Bank Commissioner, be substituted as relator in the intervening petition filed herein, by the State of Oklahoma, in the relation of W. J. Barnett, Bank Commissioner of said State, instead of W. J. Barnett, Bank Commissioner,

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Oct 23 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

J. H. McBirney, Receiver, Complainant,)
)
v.)
)
Southwest Bank Shares Corporation, a No. 883 EQUITY ✓
Corporation, Respondent,)
)
The State of Oklahoma, on the Relation of W.)
J. Barnett, Bank Commissioner of said State,)
Intervener.)

JOURNAL ENTRY OF JUDGMENT

Now on this 23rd day of October, 1936, pursuant to regular assignment for

this cause comes on to be heard on the intervening petition of the State of Oklahoma, on Relation of Howard C. Johnson, Bank Commissioner of said State, J. H. McBirney, Receiver the respondent, Southwest Bank Shares Corporation, a corporation, appearing by his attorney C. A. Coakley, and the Intervener, State of Oklahoma, on the relation of Howard C. Johnson Bank Commissioner of said State, appearing by his attorneys, Bronse Hoover and Mildred Destic; and all parties announce ready for trial, and the jury being waived in open court, court proceeded to hear the evidence and argument of counsel. And the court being fully in the premises, on consideration, finds that the said Intervener has sustained the allegations of intervening petition and is entitled to judgment accordingly, except as to interest on judgment which the Intervener is entitled to, shall not be paid by said Receiver out of the assets in his hands, unless the proceeds of the liquidation of the assets of said Southwest Bank Shares Corporation, a Corporation, be sufficient to pay in full the principal amount of all the claims and allowed claims against the assets of said Corporation, then in that event, that said Receiver's judgment for interest shall be paid proportionately with the interest due all of the holders of all of the approved and allowed claims against said corporation, according to

IT IS THEREFORE ORDERED, Adjudged and Decreed by the Court that said Intervener, State of Oklahoma on relation of Howard C. Johnson, Bank Commissioner of said State, do recover and recover of and from said J. H. McBirney, as Receiver of the Respondent, Southwest Bank Shares Corporation, a corporation, the sum of \$17,000.00, and that said judgment be, and it is hereby adjudged, decreed and allowed as a general approved claim against the assets of the said Southwest Bank Shares Corporation, a Corporation, now in the possession of said J. H. McBirney Receiver, for said Corporation, with the same force and effect as other general approved claims against the assets of said Corporation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event that the proceeds derived from the liquidation of the assets of said Southwest Bank Shares Corporation, a Corporation, shall be more than sufficient to pay the principal amount of all approved and allowed claims against said Corporation, that said Intervener shall be allowed, according to law, proper proportion of said excess funds, if any, to be applied on his claim for interest on said principal amount, on its approved and allowed claim, from August 29, 1933, at the rate of 6% per annum.

IT IS FURTHER ORDERED that said J. H. McBirney, as Receiver for said Southwest Bank Shares Corporation, a Corporation, forthwith pay to said Intervener, the State of Oklahoma ex rel Howard C. Johnson, Bank Commissioner of said state, on its above-mentioned approved and allowed claim in the sum of \$17,000.00, from the funds in the hands of said Receiver, his proportionate share of the fifty-one percent dividend declared by said Receiver, for the benefit of the general approved claims, which dividend was ordered to be paid to the holders of the approved and allowed general claims against said Southwest Bank Shares Corporation, a Corporation by order of this court made herein on the 5th day of January, 1935, all of said claimants except this Intervener, being named in said order.

F. E. KENNAMER
JUDGE.

APPROVED: C. A. COAKLEY
Attorney for J. H. McBirney, Receiver Southwest
Bank Shares Corporation, a Corporation.

BRONSE HOOVER
MILDRED D. BESTIC
Attorneys for Intervener, State of Oklahoma on
relation of Howard C. Johnson, Bank Commissioner of
said State.

ENDORSED: Filed Oct 23 1936
H. P. Jarfield, Clerk
U. S. District Court

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

C. E. KEIHL, Complainant,)
vs.) No. 1076 Equity *
SAPULPA GAS COMPANY, a corp.,)
et al., Defendants.)

ORDER GRANTING ADDITIONAL TIME WITHIN WHICH TO BRIEF

THIS CAUSE COMING on to be heard on this the 23rd day of October, 1936, on the application of Plaintiff for an extension of time within which to file a response brief in the above entitled cause, and the court finding that it has jurisdiction to grant such extension, said application is hereby sustained.

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said plaintiff, shall have ten days from October 23rd, 1936, within which to file a response brief that heretofore filed by the defendants, Sapulpa Gas Company and R. E. Aitcheson.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Oct 23 1936
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned to October 26, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, OCTOBER 26, 1936

Court convened pursuant to adjournment, Monday, October 26, 1936.

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

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

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

Wilson Clinton, Incompetent,)
et al., Complainants,) Equity 607. ✓
-vs-)
O. C. Coppedge, et al., Respondents.)

ORDER OVERRULING RESPONDENTS' OBJECTION TO JURISDICTION

Now on this the 21st day of October, 1936 the above entitled cause came on for hearing on the issues made as to the jurisdiction of this Court as to this cause and the same was presented to the Court under mandate from the Circuit Court of Appeals in opinion rendered by that Court in this cause on appeal on the 28th day of June, 1934, the mandate directing that

court try first the issue as to whether or not the complainant Wilson Clinton had sufficient mental capacity to change his citizenship from the State of Oklahoma to the State of Arkansas; second, to try the issue whether or not Wilson Clinton did in fact change his citizenship from the State of Oklahoma to the State of Arkansas.

The complainant Wilson Clinton, incompetent, appearing by his attorney, Tom Wallace, and the respondent O. C. Coppedge appearing in person and by his attorney, J. V. Pryor, the Court proceeds to hear the testimony of both parties. At the conclusion of the testimony and both parties rested the respondent, O. C. Coppedge, entered motion that the Court grant judgment dismissing said cause for lack of jurisdiction, and for grounds therefor states that the evidence is insufficient to show that Wilson Clinton, at the time he moved from the State of Oklahoma to the State of Arkansas, had not sufficient mental capacity to adopt a domicile in the State of Arkansas and change his citizenship from the State of Oklahoma to the State of Arkansas; second, that the evidence is wholly insufficient to establish the fact that Wilson did in fact change his citizenship and residence from the State of Oklahoma to the State of Arkansas; that there is no diversity of citizenship between the parties complainant and respondent to give this court jurisdiction of the cause.

The Court, upon the evidence, finds as a matter of fact that on the 13th day of February, 1931, at the time it is alleged that he moved from the State of Oklahoma and to the State of Arkansas, he had sufficient mental capacity to adopt a domicile in the State of Arkansas and to change his citizenship from the State of Oklahoma to the State of Arkansas and had sufficient mental capacity to understand the nature and effect of his in so doing, to which finding of the Court the respondent O. C. Coppedge, excepts and the motions are allowed.

Second, the Court finds that the complainant, Wilson Clinton, before the filing of this action, did in fact remove from the State of Oklahoma to the State of Arkansas with the intent to permanently reside in the State of Arkansas and become a citizen thereof, to which finding of the court the respondent, O. C. Coppedge, excepts and exceptions are allowed.

The Court, therefore, holds and decrees that this Court has jurisdiction of this cause and overrules the motion of the respondent, O. C. Coppedge, to dismiss this cause because this court is without jurisdiction, to which holding and ruling and order the respondent, Coppedge, excepts and exceptions are allowed.

IT IS THEREFORE ORDERED, in compliance with mandate of the Circuit Court of Appeals in this cause on appeal that the decree and judgment of this court as entered in this cause on the 29th day of September, 1933, be, and the same is hereby re-entered as the judgment of this court.

F. E. KENNAMER
Judge.

Approved:

TOM WALLACE
Attorney for Complainant, Wilson Clinton,

J. V. PRYOR
Attorney for Respondent, O. C. Coppedge.

ENDORSED: Filed Oct 26 1936
H. P. Warfield, Clerk
U. S. District Court EA

10
7
IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, OCTOBER 26, 1936

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

United States of America, Plaintiff,)
)
vs.)
)
Harold A. Kenoyer, N. C. Barry, Russell)
D. Garner; Russell D. Garner and N. C.) No. 1133 Equity ✓
Barry, as successor trustees under the will)
of Felicia M. Kenoyer, deceased; Fred Cardin,)
Waneta Cardin Davis, Evans-Wallower Lead)
Company, a Corporation, and Harry D. Bradley,)
Defendants.)

ORDER OF DISMISSAL

Now on this 26th day of October, 1936, this matter coming on before the Court and it appearing to the Court that on the 3rd day of August, 1936, a Bill of Complaint was filed by the United States against N. C. Barry, et al, seeking judgment in the total sum of \$2,050.42 with interest as provided by law, together with costs of said action.

And it further appearing to the Court that said amount, together with interest thereon, has been collected through a distraint proceeding initiated by the Collector of Internal Revenue for the State of California;

And it further appearing to the Court that said tax for the year 1925, in the sum of \$2050.42, together with interest thereon, has been paid, and that the costs of this action in the sum of \$27.00, have been paid;

IT IS THEREFORE THE ORDER of the Court that said cause be, and the same is dismissed.

F. E. KENNAMER
JUDGE.

O.K. CHESTER A. BREWER
Assistant United States Attorney

N. C. BARRY
Attorney for Defendants.

ENDORSED: Filed Oct 26 1936
H. P. Warfield, Clerk
U. S. District Court B

Court adjourned to October 27, 1936.

Court convened pursuant to adjournment, Tuesday, October 27, 1936.

Present: Hon. F. E. Kennamer, Judge, U. S. District Court.
H. A. 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 NORTHERN DISTRICT OF OKLAHOMA.

THE HINCKLEY NATIONAL LIFE INSURANCE)
COMPANY,) Plaintiff,)
vs.) No. 873 Equity; ✓
EXCHANGE NATIONAL COMPANY,) Defendant.)

ORDER AMENDING AND SUPPLEMENTING ORDER ENTITLED "ORDER AUTHORIZING COMPROMISE INDEBTEDNESS AND ASSIGNMENT OF JUDGMENT" ENTERED HEREIN IN THIS CASE ON OCTOBER 23rd, 1936.

This cause coming on to be heard on this 27th day of October, 1936 on the petition of Rex Watkinson, Receiver for Exchange National Company, to modify an order entitled "Order Authorizing Compromise Indebtedness and Assignment of Judgment" entered herein on October 23rd, 1936, it is by the Court ordered that same be modified and supplemented in accordance herewith.

The said Receiver is hereby authorized to sell and assign for a consideration the sum of Two Thousand Eight Hundred Eighty-seven Dollars (\$2,887.00) that certain judgment which he has in cause No. 11636 in the District Court in and for Garvin County, State of Oklahoma, against Washita Conservancy District Number One, a corporation, amounting to the sum of Six Thousand Two Hundred Fifty-Five Dollars (\$6,255.00) and interest and attorney fees; and upon consummating said sale the said Receiver is directed, authorized, empowered and ordered to assign said judgment to said purchaser thereof and to surrender to said purchaser any bonds of said Washita Conservancy District Number One which he now has in his hands and to which said judgment was based and rendered and to assign to said purchaser all interest which said Receiver may have, if any, in and to said bonds and to do all other things necessary and proper in order fully and effectually to accomplish the letter and spirit of his said assignment and this order.

F. E. KENNAMER
U. S. DISTRICT JUDGE.

ENDORSED: Filed Oct 27 1936
H. A. Warfield, Clerk
U. S. District Court.

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY,) Plaintiff,)
) No. 873 Equity)
vs.)
)
EXCHANGE NATIONAL COMPANY,) Defendant.)

ORDER APPROVING REPORT OF SALE OF JUDGMENT AND WHATEVER INTEREST
RECEIVER MAY HAVE IN BONDS BASED THEREON

Now on this 27th day of October, 1936, comes Rex Watkinson, Receiver of Exchange National Company, and refers to that certain judgment which he has in cause No. 11836 in District Court in and for Garvin County, State of Oklahoma, against Washita Conservancy District Number One, a corporation, amounting to the sum of Six Thousand Two Hundred Fifty Dollars (\$6,255.00) and interest and attorneys' fees. Said Receiver in his report says pursuant to the orders of court made in relation thereto herein on October 23rd., 1936 at October 23rd, 1936, he has for the sum of Two Thousand Eight Hundred and Eighty-seven Dollars (\$2,887.00) sold and delivered to JAKE ZABLOUDEL, the judgment above referred to and what interest he may have, if any, in the bondson which said judgment is based and that he has sold to said purchaser written order of conveyance thereof. He asks that same be approved.

The Court being fully advised in the premises finds that the statements contained in said report are correct and the said report and the Receiver's sale and conveyance to purchaser as reported are hereby approved.

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

ENDORSED: Filed Oct 27 1936
H. P. Warfield, Clerk
U. S. District Court H

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

HOWARD GRAY, as Executor of the Estate)
of Julia S. Pearson, Deceased,) Plaintiff,)
vs.)
) No. 877 EQUITY)
EXCHANGE NATIONAL COMPANY, a)
corporation, et al,) Defendants.)

ORDER AUTHORIZING TRUSTEE TO SELL REAL ESTATE.

On this 26th day of October, 1936, upon the application of J. H. Mc Birney, assignor Trustee to the Exchange National Bank, to sell

Lot Four (4) in Block Two (2) of East Lynn addition to the City of Tulsa,
Tulsa County, Oklahoma, according to the recorded plat thereof,

which said real estate is owned by said trustee, title thereto having been accepted by said Trustee in satisfaction of mortgage indebtedness, after the institution of foreclosure proceedings by said Trustee against Berry Carter, et al, in the District Court of Tulsa County, Oklahoma,

and it further appearing that said property is improved by a two story building, contain eight (8) upstairs apartments and two (2) basement apartments, and that said trustee can said real estate to Dr. L. S. Barton for the sum of Ten Thousand Five Hundred Dollars (\$10,500.00), out of which said Trustee will be required to pay a real estate brokerage commission of Five Hundred Dollars (\$500.00), and that said sum is payable as follows: Five Hundred Dollars (\$500.00) upon signing the contract, and Thirty Five Hundred Dollars (\$3,500.00) when the deed is delivered, the said purchaser to execute and deliver a first real estate mortgage for the balance of Sixty Five Hundred Dollars (\$6,500.00) which shall be payable in (4) equal yearly installments, to bear interest at the rate of six per cent (6%) per ann from date; that said sale shall include the items of furniture owned by said Trustee in (5) of the apartments, and that said Trustee is to pay the 1936 taxes levied and assessed said real estate, and is to give possession of said real estate and premises to the said purchaser on the 1st day of November, 1936; and it further appearing that the sale of said estate, for the consideration and upon the terms herein set forth, has been recommended approved by the Advisory Committee appointed to counsel and advise with said Trustee; and ther appearing that the sum of Ten Thousand Five Hundred Dollars (\$10,500.00) is a fair reasonable price for said property, and that Five Hundred Dollars (\$500.00) is the custom and usual commission due a real estate broker for making said sale; and it further appearing that said trust estate is in liquidation and that the sale of said property is for the best of said trust, and for other good cause,

IT IS ORDERED that J. H. McBirney, Successor Trustee, be and he is authorized and empowered to sell

Lot Four (4) in Block Two (2) of East Lynn addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

as well as the improvements thereon, and the furniture in five (5) apartments located upon above described premises, to Dr. L. S. Barton, for the sum of Ten Thousand Five Hundred Dollars (\$10,500.00); that said consideration shall be payable Five Hundred Dollars (\$500.00) upon the execution and delivery of the contracts of sale, Thirty Five Hundred Dollars (\$3,500.00) when deed is delivered by the said Trustee to the purchaser, and Sixty Five Hundred Dollars (\$6,500.00) shall be payable in four (4) equal yearly installments, deferred payments to interest at the rate of six per cent (6%) per annum from date, said deferred payments to be secured by a first real estate and a first chattel mortgage upon the real estate and chattel contracted to be sold, and that possession of said real estate and premises shall be delivered to the said purchaser on the 1st day of November, 1936; that the said Trustee shall pay the valorem taxes levied and assessed against the above described property for the year 1936.

IT IS FURTHER ORDERED that upon the entry of this order, the said Trustee shall execute and deliver a contract of sale to said real estate and premises, upon the terms and conditions herein ordered, and upon payments being made as provided in said contract of sale the said Trustee shall execute and deliver proper deed conveying said premises to Dr. L. S. Barton.

IT IS FURTHER ORDERED that upon completion of said transaction, J. H. McBirney, Successor Trustee, be authorized to pay a real estate brokerage commission of Five Hundred Dollars (\$500.00) to the said real estate broker making the said sale.

IT IS FURTHER ORDERED that J. H. McBirney, Successor Trustee, accept real estate and the notes evidencing said indebtedness as assets of said trust estate.

F. E. KERRICKER
United States District Judge.

RECORDED: Filed Oct 27 1936
H. P. Jarfield, Clerk
U. S. District Court EA

UU

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF OKLAHOMA
 DISTRICT OF OKLAHOMA
 SPECIAL MARCH 1936 TERM-NEW TERM SESSION TULSA, OKLAHOMA TUESDAY, OCTOBER 27, 1936

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

HOWARD GRAY, as Executor of the Estate
 of Julia S. Pearmar, deceased, Plaintiff,

vs.

No. 377 Equity.

EXCHANGE NATIONAL COMPANY, a corporation,
 et al, Defendants.

O R D E R

On this 26th day of October, 1936, upon the verified application of J. H. McBirney, Successor Trustee, to release a judgment obtained by him against Abe Minkin and Bessie Minkin, in cause No. 80479, pending in the District Court of Tulsa County, Oklahoma, and accept in lieu thereof the sum of Four Thousand One Hundred Forty Eight & 79/100 Dollars (\$4,148.79) in satisfaction of said judgment, payable One Thousand Dollars (\$1,000.00) in cash and the balance at the rate of Fifty Two & 50/100 Dollars (\$52.50) per month on principal and six per cent (6%) interest on the unpaid balance each month, to be evidenced by an installment note executed by Jean Gould and her husband A. J. Gould, said balance to be secured by a first real estate mortgage covering the following described property, to-wit:

The East Fifty (50) feet of Lot Five (5) Block Seven (7), Olivers Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof;

and it appearing that the said judgment debtors, Abe Minkin and Bessie Minkin, have conveyed the real estate to Jean Gould and her husband, A. J. Gould, and that the acceptance of said balance in satisfaction of said judgment is fair and reasonable and is for the best interest of the trust estate, and for other good cause,

IT IS ORDERED that J. H. McBirney, Successor Trustee, do and he is hereby authorized and empowered to release the judgment obtained by him against Abe Minkin and Bessie Minkin in cause No. 80479, pending in the District Court of Tulsa County, State of Oklahoma, and accept in satisfaction thereof the sum of Four Thousand One Hundred Forty Eight & 79/100 Dollars (\$4,148.79) payable as follows: One Thousand Dollars (\$1,000.00) in cash, and the balance of Three Thousand One Hundred Forty Eight & 79/100 (\$3,148.79) Dollars, at the rate of Fifty Two & 50/100 Dollars (\$52.50) per month on principal, and six per cent (6%) interest on the unpaid balance each month, to be evidenced by an installment note to be executed by Jean Gould and her husband, A. J. Gould, and to be secured by first real estate mortgage covering the above described real estate.

F. E. KENNEMER
 United States District Judge.

ENDORSED: Filed Oct 27 1936
 H. L. Warfield, Clerk
 U. S. District Court EA

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

United States of America, Complainant,)
vs.) No. 1093 Equity. ✓
D. C. Howard, A. G. Oliphant and)
Albright Title and Trust Company, Respondents.)

D E C R E E

Now on this 27th day of October, 1936, this cause having come on before the Court for trial on the 18th day of September, 1936, and the United States of America appearing by C. E. Bailey, United States Attorney, and Chester A. Brewer, Assistant United States Attorney for the Northern District of Oklahoma, and the respondents appearing by C. S. Macdonald and Ralph A. Barney, and a jury having been waived in open court;

WHEREUPON, the United States of America introduced its testimony and rested and the respondents, D. C. Howard, A. G. Oliphant and Albright Title and Trust Company, introduced their testimony and rested; and the Court being fully advised in the premises, in favor of the complainant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the purported warranty deed dated March 16, 1931, from complainant's ward, Phillip Brokey, to the respondent, D. C. Howard, recorded in the office of the County Clerk of Osage County, Oklahoma in Book 71 of warranty records at page 382; the purported mortgage dated March 2, 1931, from the respondent, D. C. Howard, to the respondent, Albright Title and Trust Company, recorded in the office of the County Clerk of Osage County, Oklahoma in Book 45 of mortgages, at page 81, and the purported warranty deed from the respondent, D. C. Howard, to the respondent, A. G. Oliphant, dated 27, 1931, recorded in the office of the County Clerk of Osage County, Oklahoma, in Book 7 of warranty deeds, at page 401, be, and they hereby are canceled, set aside and held for null and void.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the respondents, D. C. Howard, A. G. Oliphant and Albright Title and Trust Company, and each of them, and any person claiming or asserting any right, title, interest or estate of whatsoever nature in or to the following described land, to-wit:

The Southeast Quarter of Section One, Township Twenty-eight North, Range Six East, Osage County, Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the title to the above described land be, and the same is hereby quieted and settled in the said Phillip Brokey, Osage County, Oklahoma, No. 290.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the complainant, United States of America, recover its costs herein from the respondents, D. C. Howard, A. G. Oliphant and Albright Title and Trust Company, to which decree of the Court the respondents and each of them except, and exceptions are allowed.

O.K. C. E. BAILEY, United States Attorney
CHESTER A. BREWER, Assistant United States Attorney
MACDONALD & FILES RALPH A. BARNEY
Counsel for Respondents.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Oct 27 1936
H. F. Warfield, Clerk
U. S. District Court EA

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

Rex Watkinson, Receiver, et al., Plaintiffs,)
vs.) No. 1115 E ✓
Robert E. Adams, et al., Defendants.)

O R D E R

Leave granted Maud C. Markham, Executrix of Estate of J. H. Markham, Jr., Defendant, to withdraw two copies of the brief of Maud C. Markham, Executrix of Estate of J. H. Markham, Jr., Defendant, in support of motion to dismiss.

Done this 27 day of October, 1936.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Oct 27 1936
H. P. Warfield, Clerk
U. S. District Court B

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

Rex Watkinson, Receiver, et al., Plaintiffs,)
vs.) No. 1116 E ✓
Robert E. Adams, et al., Defendants.)

O R D E R

Leave granted Maud C. Markham, Executrix of Estate of J. H. Markham, Jr., Defendant, to withdraw three copies of the brief of Maud C. Markham, Executrix of Estate of J. H. Markham, Jr., Defendant, in support of motion to dismiss.

Done this 27th day of October, 1936.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Oct 27 1936
H. P. Warfield, Clerk
U. S. District Court B

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

The Earle-Picher Lead Company, a Corporation, and the Eagle-Picher Mining & Smelting Company, a Corporation, Complainants,

vs.

No. 1119 Equity

J. Warren Madden, John M. Carmody, Edwin S. Smith, constituting the National Labor Relations Board, and John Doe, trial examiner and agent of the National Labor Relations Board, and Richard Ree and Geo. O. Pratt, attorneys and agents of the National Labor Relations Board, Defendants.

O R D E R

Now on this 27th day of October, 1936, this matter coming on before the Court upon application of the above named defendants for an extension of time within which to prepare and lodge the record in the above case in the Circuit Court of Appeals for the Tenth Circuit Denver, Colorado, and the Court being fully advised in the premises finds that such application should be granted.

IT IS THEREFORE ORDERED that the above named defendants be, and they are hereby granted an extension of 90 days from November 3, 1936, within which to prepare and file the record in the above cause in the Circuit Court of Appeals for the Tenth Circuit.

F. E. KENNAMER
JUDGE.

TESTED: Filed Oct 27 1936
H. P. Warfield, Clerk
U. S. District Court. EA

Court adjourned to October 28, 1936.

Court convened pursuant to adjournment, Wednesday, October 28, 1936.

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 IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, OCTOBER 28, 1936

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

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,)
Plaintiff,)
vs.) No. 373 Equity. ✓
EXCHANGE NATIONAL COMPANY,)
Defendant.)

ORDER AUTHORIZING SALE OF REAL ESTATE

THIS CAUSE COMING on to be heard on this the 28th day of October, 1936, on application of Rex Watkinson, Receiver for Exchange National Company, for authority to advertise and sell to the highest bidder for cash the following described real estate, to-wit

E $\frac{1}{4}$ NW $\frac{1}{4}$ and E 20 acres of Lot 1 and Lot 2 and SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Section 18, Township 4 North, Range 6 East, Pontotoc County, Oklahoma,

and if no better bid than \$2800.00 heretofore made by Floyd Wood be made, that he be authorized to sell the same to the said Floyd Wood, he having heretofore deposited with K. E. Carper the agent making said sale, the sum of \$100.00 as a down payment, for the sum of \$2800.00 upon the confirmation of said sale and the payment to your receiver of the sum of \$2800.00 authorized to pay to the said R. E. Carpenter the sum of \$140.00 as and for a commission the court having read said application and finding that it has jurisdiction to entertain and enter an order thereon, and being fully advised in the premises, finds that said application should be sustained.

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said application be and it is hereby sustained; and the said Rex Watkinson be and he is hereby directed authorized and empowered to advertise and sell to the highest bidder for cash the above premises, and if no better bid than the one heretofore made by Floyd Wood, to-wit, \$2800.00 be made that said property be sold to the said Floyd Wood, and upon the payment to your receiver of the sum of \$2800.00 he is further authorized, directed, and empowered to pay to R. E. Carpenter the sum of \$140.00 as and for a commission, and to deliver to the said Floyd Wood and sufficient deed to said property, and to do all other things necessary and proper in fully and effectually to accomplish the letter and spirit of the application and this order.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Oct 28 1936
H. P. Warfield, Clerk
U. S. District Court B

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

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,)
Plaintiff,)
vs.) No. 373 Equity. ✓
EXCHANGE NATIONAL COMPANY,)
Defendant.)

ORDER CONFIRMING SALE

THIS CAUSE COMING on to be heard on this the 28th day of October, 1936, it

one of the regular court days of this court, on the motion of Rex Watkinson, Receiver for Exchange National Company, for an order approving and confirming the sale conducted by him on the 26th day of October, 1936, wherein he sold unto W. D. Gorman, for the consideration of the following described premises, to-wit:

Lots One (1) and Four (4), Section Thirteen (13), Township Seventeen (17) North, Range Eighteen (18) East, less highway, Logan County, Oklahoma, containing approximately twenty (20) acres.

and it appearing to the court that the proceedings leading up to said sale have been had in all things as required by law, and that said sale has been in all things held in compliance with the laws of the United States, and the rules of this court; and the Court finding that it has jurisdiction to entertain said motion and enter an order thereon, and being fully advised in all the premises, finds that said motion to approve and confirm said sale should be sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that said motion and the said motion is hereby sustained; and

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that said sale, as fully described in said motion and hereinabove, be, and the same is in all things approved and confirmed; and

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that said Rex Watkinson, Receiver for Exchange National Company, be, and he is hereby directed, authorized and empowered to make, execute and deliver unto the said purchaser at said sale a good and sufficient conveyance, covering and affecting said lands and that he do all other things necessary and in order fully and effectually to accomplish the letter and spirit of the motion and this

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Oct 28 1936
H. P. Warfield, Clerk
U. S. District Court B

Court adjourned to October 30, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, OCTOBER 30, 1936

Court convened pursuant to adjournment, Friday, October 30, 1936.

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:

90
IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, OCTOBER 30, 1936

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, and
Centorp Corporation, a corporation,
Defendants.

Shell Petroleum Corporation, a
corporation, Bessie M. Taylor, Individually,
and Bessie M. Taylor, executrix, and McKee
Oil & Gas Company, a corporation,
Interveners.

No. 802 Equity ✓

O R D E R

On this day, upon the application of the appellant, North American Car Corporation, a corporation, and Centorp Corporation, a corporation (Plaintiff and one of the defendants in the above cause, showing that insufficient time is available to them as appellants to the printing of the record herein and the return hereof, together with citation herein in to the United States Circuit Court of Appeals for the Tenth Circuit at Denver, Colorado, good and sufficient cause having been shown by said appellants,

IT IS ORDERED that the time wherein appellants are required to secure the printing of the record herein and wherein return of citation shall be made to the above named court and the same is hereby enlarged and extended to and including December 1, 1936, in accordance with the provisions of Rule 14 of the Circuit Court of Appeals for the Tenth Circuit.

Dated at Tulsa, Oklahoma, this 30 day of October, 1936.

F. E. KENNAMER
United States District Judge, Northern District of
Oklahoma.

O.K. N. A. GIBSON
WILBUR J. HOLLEMAN
Attorneys for Appellants (Plaintiff and one of the Defendants here)

MARSHALL & COBB
Attorneys for Appellees (Interveners here)

ENDORSED: Filed Oct 30 1936
H. P. Warfield, Clerk
U. S. District Court H

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

Lincoln National Life Insurance Company,)
a corporation, Plaintiff,)
vs.) Number 873 In Equity. ✓
Exchange National Company, Defendant.)

O R D E R

Upon presentation of the verified application of Howard Ingram IT IS ORDERED that Howard Ingram, as Plaintiff in Case No. 5814 in the District Court of Mayes County, State of Oklahoma, is hereby permitted to sue the defendant, Exchange National Company, and the receiver of this court, Rex Watkinson, as Receiver for the Exchange National Company, a corporation.

IT IS FURTHER ORDERED that Rex Watkinson, as such receiver, enter his appearance in said cause in Mayes County, Oklahoma, and, if he deems it proper or advisable to file pleadings therein as may seem proper.

It is further ORDERED that the defendant, Exchange National Company, be and is hereby permitted to enter its appearance in said state court if it so desires.

F. E. KENMAYER
District Judge.

O.K. HOYT & STEPHENS,
attorneys for Howard Ingram.

ENDORSED: Filed Oct 30 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,)
Plaintiff,)
vs.) No. 873 Equity. ✓
EXCHANGE NATIONAL COMPANY, Defendant.)

ORDER CONFIRMING SALE

THIS CAUSE COMING on to be heard on this the 30th day of October, 1936, it is ordered that one of the regular court days of this court, on the motion of Rex Watkinson, Receiver for Exchange National Company for an order approving and confirming the sale conducted by him on the 30th day of October, 1936, wherein he sold unto George L. Collins, for the consideration of \$380.00 the following described premises, to-wit:

Lot 3 and North 25' of Lot 4 in Block 2 Melrose Addition to the City of Tulsa

and it appearing to the court that the proceedings leading up to said sale have been had in all things as required by law, and that said sale has been in all things held in compliance with

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, OCTOBER 30, 1936

It is further ordered, considered and adjudged that said receiver pay to creditors whose claims have been filed and approved herein, and whose claims have not been since set off, an additional dividend of Seven per cent (7%) on such claims.

It is further ordered, considered and adjudged that all claims of whatsoever character, including taxes of every character, for which claim has not been formerly filed or allowed in this cause, be and the same are hereby forever barred.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Oct 30 1936
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to October 31, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA SATURDAY, OCTOBER 31, 1936

Court convened pursuant to adjournment, Saturday, October 31, 1936.

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

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

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY, Plaintiff)
vs.) No. 873 Equity.)
EXCHANGE NATIONAL COMPANY, Defendant.)

O R D E R

Now on this 30th day of October, 1936, comes on to be heard the application of Levi Thurnau, the duly authorized and acting receiver for Exchange National Company, for permission and authority to waive service of summons in cause entitled Howard Ingram vs. Levi Thurnau: 5814, in the District Court of Mayes County, State of Oklahoma; and the court having read said application and being fully advised in the premises finds that said application should be granted.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED BY THE COURT that said application be and the same is hereby sustained, authorizing and empowering said Levi Thurnau, to waive service of summons in the above described cause.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Oct 31 1936
H. P. Warfield, Clerk
U. S. District Court B

Court adjourned to November 2, 1936.

receiver, to cause the present policies of insurance on the mortgaged property which is the subject of this litigation, insuring against fire, tornado, explosion, hail, riot, etc., renewed in the amount of \$530,000.00, being 90% of the appraised value of said improvements as appraised by the insurance appraisers; and the court being fully advised in the premises

IT IS ORDERED AND ADJUDGED that Fred L. Dunn, Receiver, be, and he hereby authorized to renew said insurance in said amount for a period of three years, and to pay therefor to Pearce, Porton & Martin, insurance agents, the sum of \$1583.80.

DATED this 2nd day of November, 1936.

(J E A L)

F. E. KENNAMER
JUDGE.

O.K. RALEY, MARTIN & LOGAN
Attorneys for Plaintiffs

TUCKER & MARTIN and
COMMER & WINTERS
attorneys for The Abbott Co.

ENDORSED: Filed Nov 2 1936
H. P. Warfield, Clerk
U. S. District Court

Court adjourned to November 4, 1936.

Court convened pursuant to adjournment, Wednesday, November 4, 1936.

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

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

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

R. R. CRAWFORD, Complainant,)

-vs-

C. E. BAILLY, United States District Attorney
for the Northern District of Oklahoma;
R. A. WINTERS; and KENNETH BAKER, Defendants.)

IN EQUITY NO. 1936

D I S M I S S A L

Upon application of R. R. Crawford, Complainant herein, It Is Ordered that the entitled cause be and it is dismissed without prejudice at the cost of said complainant.

Dated at Tulsa, in said District this 4th day of November, 1936.

F. E. KENNAMER

ENDORSED: Filed Nov 4 1936

JUDGE

H. P. Warfield, Clerk, U. S. District Court.

Court adjourned to November 5, 1936.

Court convened pursuant to adjournment, Thursday, November 5th, 1936.

Present: Hon. F. E. Kennamer, Judge, U. S. District Court.
H. P. Jarfield, 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, Complainant,)
vs.) No. 1057 Equity. ✓
Laura Pickens and J. B. Pickens, Respondents.)

ORDER OF DISMISSAL

Now on this 5th day of November, 1936, this matter coming on before the Court and it appearing that this cause of action has been settled by the respondents, Laura Pickens and J. B. Pickens executing a deed to the property involved to the ward of the complainant United States, and further furnishing title insurance to the property involved, and it appearing to the Court that said cause should be dismissed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said cause of action be, and same hereby is dismissed with prejudice, at the cost of the respondents, Laura Pickens and J. B. Pickens.

C.K. CHESTER A. BREWER
Assistant United States Attorney

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Nov 5 1936
H. P. Jarfield, Clerk
U. S. District Court H

Court adjourned to November 6, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, NOVEMBER 6, 1936

Court convened pursuant to adjournment, Friday, November 6, 1936.

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

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

Do Hereby Certify that Frank E. Sedgwick personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this 16 day of September, A. D. 1935.

MILES PELIKAN

My Commission expires July 22, 1939

(SEAL)

State of Ohio)
) SS.
County of Lucas)

I, Harold J. Rice, Notary Public, in and for said County, in the State aforesaid Do hereby certify that J. S. Harris personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this 11 day of September, A. D. 1935.

HAROLD J. RICE

Harold J. Rice, Notary Public

My Commission expires June 24, 1936

(SEAL)

State of Ohio)
) SS.
County of Hamilton,)

I, Carl A. Thole, Notary Public in and for said County, in the State aforesaid Do hereby certify that Alfred Holman personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this 13 day of September, A. D. 1935.

CARL A. WHOLE

Carl A. Thole, Notary Public

My Commission expires June 26, 1937.

(SEAL)

ENDORSED: Filed Nov 6 1936
H. P. Warfield, Clerk
U. S. District Court

Court convened pursuant to adjournment, Monday, November 9th, 1936.

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

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

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY, Plaintiff,)
vs.) No. 873 Equity. ✓
EXCHANGE NATIONAL COMPANY, Defendant.)

O R D E R

THIS CAUSE COMING on to be heard on this the 9th day of November, 1936, on application of Rex Watkinson, Receiver for Exchange National Company, for authority to w from funds on hand, a sufficient sum to reimburse H. P. Warfield for taxes paid by H. P. field on the following described premises, to-wit:

Northwest Quarter of the Northwest Quarter of Section 31, TOWNSHIP 19 North Range 13 East, Tulsa County, Oklahoma,

over and above such sum as he may receive to apply thereon from J. A. Chapman, and the co having read said application and finding that it has jurisdiction to entertain said appl: and enter an order thereon, and being fully advised in the premises, finds that said appl: should be sustained;

IT IS THEREFORE BY THE COURT, ORDERED, ADJUDGED AND DECREED that said appl: be and it is hereby sustained, and the said Rex Watkinson, be and he is hereby directed, ized and empowered to relinquish from funds on hand in Exchange National Company receive: sufficient monies wherewith to reimburse the said H. P. Warfield in accordance with said cation so filed, and the said Rex Watkinson be and he is hereby directed, authorized and ered to do all other things necessary and proper in order fully and effectually to accom the letter and spirit of the application and this order.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Nov 9 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court convened pursuant to adjournment, Tuesday, November 10th, 1936.

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.

St. Louis Union Trust Company, a)
corporation, and Claude T. Porter,)
(substituted for George G. Chase,))
as Trustees, Plaintiffs,)
vs.) IN EQUITY NO. 841.
C. C. Cole, Audrey Rudd Cole, The Ex-)
change National Bank of Tulsa, a cor-)
poration, and The First National Bank)
& Trust Company of Tulsa, Oklahoma, a)
corporation, Defendants.)

D E C R E E

This cause came on to be heard September 23, 1936, and was argued by counsel and thereupon, upon consideration thereof,

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. That the following sums be and hereby are allowed as fees under the terms of the First Mortgage Deed of Trust:

To plaintiff St. Louis Union Trust Company, for its services as Trustee	\$ 500.00
To plaintiff Claude T. Porter, in addition to the fees heretofore paid him in said behalf, for his services as Trustee to this date	\$ 625.00
To plaintiffs St. Louis Union Trust Company and Claude T. Porter, for fee for their attorneys	\$7,500.00

or a total principal sum of Eight Thousand Six Hundred Twenty-Five (\$8,625.00) Dollars, for payment of which said plaintiffs have a first and prior lien on the property hereafter described.

2. That there is now due and remains unpaid for principal and interest upon notes or bonds of the defendants C. C. Cole and Audrey Rudd Cole, issued and outstanding and secured by First Mortgage Deed of Trust, dated as of December 16th, 1929, wherein the St. Louis Union Trust Company and George G. Chase are Trustees, and for other sums advanced by the Trustees under said mortgage, the following:

Principal	\$230,000.00
Accrued interest on \$230,000.00 par value bonds from June 15, 1935 to Sept. 23, 1936	\$ 23,408.89

Paying Agents Fees:	
1/8 of 1% on \$230,000.00 par value of bonds	\$ 287.50
1/4 of 1% on \$23,408.89 interest	\$ 58.52
Accrued interest on \$230,000.00 par value bonds, Dec. 15, 1934 to June 15, 1934	\$ 4,600.00
Payment of ad valorem taxes on mortgaged property for year 1933	\$ 1,150.00

or a total sum of Two Hundred Fifty-Nine Thousand Five Hundred Four and 91/100 (\$259,504 Dollars), for the payment of which plaintiffs have a lien on the property hereafter described subject only to the lien for the payment of the sums set out in Paragraph 1 of this Decree.

3. That the sums set out in Paragraphs 1 and 2 of this decree bear interest at the rate of eight (8%) per cent per annum from this date until paid.

4. That the acts, expenditures and accounts of plaintiffs as Trustees under First Mortgage Deed of Trust, dated as of December 16, 1929, and the acts, expenditures and accounts of Claude T. Porter as Trustee in possession of the mortgaged property down to and including July 31, 1936 are approved, allowed and settled as true and correct, and that Claude T. Porter as such Trustee on July 31, 1936 held the sum of Four Thousand Seven Hundred Sixty and 23/100 (\$4,707.23) Dollars; that Claude T. Porter, as Trustee, shall remain in possession of the mortgaged property until confirmation of sale herein and delivery of deed and possession to the purchaser at said sale, and during such time shall have and exercise all the powers and duties heretofore exercised by him as such Trustee, and shall receive as his compensation for two and one-half (2½%) per centum of all moneys collected by him as such Trustee from after the date of this decree; that upon confirmation of sale herein and delivery of deed and possession to the purchaser at said sale, Claude T. Porter shall render to this Court an accounting of his actions as Trustee beginning with July 31, 1936 and such funds as are then in his hands shall then be disbursed as ordered by this Court.

5. That subject to the liens and claims of plaintiffs herein, the defendant Exchange National Bank of Tulsa has a lien upon the property hereafter described to secure payment of the principal sum of Thirty-Seven Thousand Five Hundred Fifty (\$37,550.00) Dollars and Twenty-Two Thousand (\$22,000.00) Dollars, with accrued interest to this date, in the sum of Ten Thousand Eight Hundred Fifty and 42/100 (\$10,850.42) Dollars and Five Thousand One Hundred Seven and 66/100 (\$5,107.66) Dollars, respectively, or the total sum of Seventy-Five Thousand Five Hundred-Eight and 08/100 (\$75,508.08) Dollars, with interest at six (6%) per cent per annum from this date until paid, and that upon the making of the sale hereinafter ordered the proceeds of said sale shall be applied to the payment of said lien, subject to the priority of plaintiffs' liens and claims, as hereinafter ordered.

6. That subject to the liens and claims of plaintiffs herein, and subject to the lien of The Exchange National Bank of Tulsa, the defendant The First National Bank and Trust Company of Tulsa has a lien upon the property hereafter described to secure the payment of principal sum of One Hundred Thirty-Nine Thousand Four Hundred Fifty (\$139,450.00) Dollars and accrued interest to this date in the sum of Eleven Thousand Three Hundred Eighty-Four and 25/100 (\$11,384.25) Dollars, or the total sum of One Hundred Fifty Thousand Eight Hundred Thirty-Four and 25/100 (\$150,834.25) Dollars, which shall bear interest from this date at the rate of four (4%) per cent per annum, if paid before July 31, 1937, but shall bear interest at six (6%) per cent per annum from this date if not paid before July 31, 1937, and that upon the making of the sale hereinafter ordered, the proceeds of said sale shall be applied to the payment of said lien in its order of priority as hereinafter ordered.

7. That the first mortgage Deed of Trust, dated as of December 16, 1929, and containing the words "appraisement waived", or other words of similar import, and the lien thereof is hereby foreclosed.

8. That within six months after the entry of this decree the defendants, C. C. Cole and Audrey Rudd Cole pay, or cause to be paid, to the plaintiffs, St. Louis Union Trust Company and Claude T. Porter, as Trustees, for the holders of the notes outstanding under said First Mortgage Deed of Trust dated as of December 16, 1929, the amount due thereon, to-wit, the sum of Two Hundred Fifty-Nine Thousand Five Hundred Four and 91/100 (\$259,504.91) Dollars, with interest thereon at the rate of eight (8%) per cent per annum from the 23rd day of September, 1936, together with the sum of Eight Thousand Six Hundred Twenty-Five and no/100 (\$8,625.00) Dollars, with interest thereon at the rate of eight (8%) per cent per annum from the 23rd day of September, 1936, and any advances or expenditures which may be subsequently made by the Trustees for the protection or preservation of the mortgaged property, with interest thereon at the rate aforesaid from the date of said expenditures, and such additional sums as the Court may award to the plaintiffs as Trustees under said Mortgage Deed of Trust as compensation for their services and the costs in this Court, and that unless said sums shall be paid or caused to be paid as herein ordered, then and in that case all and singular of the following properties described in the first Mortgage Deed of Trust shall be sold without valuation or appraisement, and without any appraisement, right of redemption, stay or extension, at public auction to the highest bidder for cash, by the Special Master hereinafter appointed to make such sale, said properties are described as follows:

All of Lot Three (3) in Block One Hundred Thirty-six (136) in the Town of Tulsa, now City, of Tulsa, Tulsa County, State of Oklahoma, according to the official plat thereof, being a tract or parcel of land fronting one hundred forty feet (140') on the northern line of Fifth Street by a depth northwardly between parallel lines and along the western line of Boston Avenue of one hundred feet (100'); more particularly described as follows:

Beginning at the point and place of intersection of the western boundary line of Boston Avenue with the northern boundary line of Fifth Street, being the southeast corner of said Block One Hundred Thirty-six (136), Original Townsite of the City of Tulsa, Oklahoma; extending thence in a northwesterly direction along and with the western boundary line of Boston Avenue a distance of one hundred feet (100') to the southern boundary line of Lot Two (2) in said Block; thence in a southwesterly direction and parallel to the northern boundary line of Fifth Street a distance of one hundred forty feet (140') to the east boundary line of an alley twenty feet (20') wide; thence in a southeasterly direction along with the eastern boundary line of said alley and parallel to the western boundary line of Boston Avenue a distance of one hundred feet (100') to the northern boundary line of Fifth Street; thence in a northeasterly direction along and with the northern boundary line of Fifth Street a distance of one hundred forty feet (140') to the point and place of beginning.

Together with the building known as C. C. Cole Building, now standing on said parcel of land, and together with all other buildings and all improvements and appurtenances now standing or at any time hereafter constructed or placed on said parcel of land, or any part thereof, including, but without limiting the generality of the foregoing, all window screens, window shades, awnings, boilers, engines, dynamos, motors, furnaces, vacuum cleaning systems, fire prevention extinguishing apparatus, refrigerating, heating, plumbing, ventilating, gas electric light fixtures and elevators and other fittings and other fixtures of every kind now or hereafter in and about or upon said premises, together with the right, title and interest of C. C. Cole and Audrey Rudd Cole now or at any time hereafter in and to the streets, alleys and other public places contiguous to the above described premises, and together with all the appurtenances, hereditaments, rents, issues and profits now or hereafter belonging to, and all the right,

and interest of C. C. Cole and Audrey Rudd Cole in and to all leases and subleases now or hereafter on or to, said real estate.

9. That all the property herein directed to be sold shall be sold and the purchasers thereof shall take and hold the same free and discharged of and from the lien First Mortgage Deed of Trust dated as of December 16, 1929, and free and discharged of any and all liens, claims and demands of every party to this cause or of any persons, firms or corporations claiming by, through or under them or any of them, and free and discharged of all right, title, estate and equity of redemption of the defendants, C. C. Cole and Audrey Rudd Cole, The Exchange National Bank of Tulsa, and The First National Bank and Trust Company of Tulsa, and said defendants and all persons claiming or to claim under them or any of them shall be forever barred and foreclosed by said sale, unless one of them becomes the purchaser thereof.

10. That all property directed by this decree to be sold shall be sold by H. Lessley, of Tulsa, Oklahoma, who is hereby appointed Special Master for that purpose, on any day and at an hour to be designated by the Special Master, at the West Front Door of the House of the County of Tulsa, State of Oklahoma, located in the City of Tulsa, Oklahoma, 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. The Special Master shall offer and sell the property in one parcel.

11. That said Special Master shall publish notice of said sale and the time and place thereof once a week for at least four successive weeks next prior to such sale in the Daily Legal News, which is hereby adjudged to be a newspaper printed, regularly issued and having a general circulation in Tulsa County and in the State of Oklahoma, which notice shall contain a description of the property to be sold, a statement of the time and place of the sale, a statement of the terms and conditions of the sale, and shall refer to this decree for further particulars. Said Special Master may from time to time adjourn or postpone such sale to a future date by oral announcement or otherwise at the time appointed for the sale without prejudice to the sale and without the necessity of publishing any further notice or doing any other thing in his discretion the Special Master may give notice of any such announcements by publication or otherwise as he may think proper, or may proceed with such sale on any day to which such sale may be adjourned by him.

12. That any party to this cause or any holder of any of the notes secured by the First Mortgage Deed of Trust dated as of December 16, 1929, or any agent representing any holder of such notes or holders of notes outstanding under such Deed of Trust may purchase at such sale.

13. 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, plaintiffs' compensation and that of their agents and attorneys for all services rendered in connection with the trust and the costs of this action, by turning in to be canceled or credited any bonds or coupons issued under the First Mortgage Deed of Trust and payable out of the proceeds of the sale and distribution thereof, and such purchaser shall be credited therefor on account of his bid such sums as would be payable on such bonds or coupons out of the purchase price if the whole purchase price had been paid in cash. The defendant, The Exchange National Bank of Tulsa, shall be permitted to bid at such sale, and should it be the successful bidder, it may, after paying on its bid an amount in cash sufficient to pay the costs of this action, including the costs of the sale, and all sums due under the First Mortgage Deed of Trust, advances thereunder and allowances to the Trustees in the First Mortgage Deed of Trust, for fees for themselves and their counsel, apply in payment of the balance of such bid the amount of its lien adjudged to be in full or pro tanto; The First National Bank and Trust Company of Tulsa, shall be permitted to bid at such sale, and should it be the successful bidder, it may, after paying on its bid an amount in cash sufficient to pay the costs of this action, including the costs of the sale, all sums due under the First Mortgage Deed of Trust advances thereunder and allowances to the

tees in the First Mortgage Deed of Trust, for fees for themselves and their counsel, as well as the amount due under the lien herein adjudged in favor of The Exchange National Bank of Tulsa; apply in payment of the balance of such bid the amount of its lien adjudged herein full or pro tanto.

14. That no minimum price is put 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 otherwise subject to objection. In the event any person holding the notes or bonds issued under the First Mortgage Deed of Trust dated as of October 16, 1929 should be the successful bidder at such foreclosure sale, such person shall deposit with the Special Master conducting such sale, notes secured by said mortgage for par value of not less than Twenty-Five Thousand (\$25,000.00) Dollars, and if the purchaser is a person other than a noteholder, such purchaser shall forthwith deposit with the Special Master the sum of Twenty Thousand (\$20,000.00) Dollars in cash as evidence of the good faith of the purchaser to pay the balance due on the purchase price in the event of confirmation and approval of such sale by the Court, immediately upon delivery of deed of conveyance to such purchaser. The notes or cash so deposited are to be retained by the Special Master as liquidated damages in the event of the failure or neglect of such purchaser to complete the purchase of such property by payment of the balance due on the purchase price thereof after confirmation of sale and approval by the Court and tender of conveyance. Any sum so retained by the Special Master shall be disposed of according to the subsequent order of this Court.

15. That in the case of the death or resignation of the Special Master herein appointed, or in case of his refusal, failure or inability to act, or in case it shall seem to the Court desirable, the Court reserves the right, in term time or at any other time, in open court or in chambers, to revoke the appointment of George H. Lessley as Special Master to make such sale and to appoint any other person as Special Master with all the power and authority then given to said George H. Lessley .

16. That the purchaser or purchasers may assign its, his or their bid.

17. That in case of the sale of such property, the proceeds shall be applied as follows, and in the following order of priority:

First: To the payment of the costs and expenses incurred in the sale of such property ordered to be sold under this decree, including the compensation and disbursements of the Special Master in making such sale, and the costs of this action.

Second: To the payment to the plaintiffs as Trustees of the amounts adjudged due them respectively in Paragraph 1 of this decree, with interest as set out in Paragraph 3 of this decree.

Third: To the payment to the plaintiffs as Trustees of the amounts adjudged due in Paragraph 2 of this decree, with interest as set out in Paragraph 3 of this decree.

Fourth: To the payment to The Exchange National Bank of Tulsa of the amount of its lien, with interest, in the amount adjudged in Paragraph 5 of this decree.

Fifth: To the payment to The First National Bank and Trust Company of Tulsa of the amount of its lien, with interest, in the amount adjudged in paragraph 6 of this decree.

Sixth: If any balance remains after making the aforesaid payments, the same shall be paid into Court to be subject to the further order of the Court.

22
IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, NOVEMBER 10, 1936

18. That upon the confirmation of the sale and payment in full of the purchase price, and upon compliance with all the terms of the sale by the purchaser, the Special Master making the sale shall execute and deliver to the purchaser, his heirs, executors, administrators, successors and assigns, in form to be approved by this Court, or a Judge thereof, instrument or instruments of conveyance, assignment or transfer of the property so sold, upon the delivery thereof the grantee therein, his heirs, executors, administrators, successors and assigns shall be let into possession of the property so sold and conveyed, including net income, proceeds of income, bills and accounts receivable and each and all other properties acquired between the date of such sale and the date of the execution and delivery of instrument or instruments of conveyance, and any party to this cause that may be in possession of said property or any part thereof shall thereupon deliver up the possession of the same and if such possession is refused, it is ORDERED that a Writ of Assistance issue out of this Court directed to the Marshal of this Court, commanding him to put such person or corporation or his or its successors and assigns, in possession of such property.

19. That the purchaser or his successors or assigns shall, upon the delivery of instrument or instruments of conveyance of the said Special Master, be vested with the title to and hold the possession of and enjoy the property sold to said purchaser, and all rights, privileges and immunities appertaining thereto, as fully and completely as the parties hereto now hold and enjoy the same or held or enjoyed or were entitled to hold and enjoy the same at the time of the execution and delivery of said Mortgage Deed of Trust of December 16, 1922, at any time since, free and clear from all right, title, claim, benefit, equities of redemptions or interests or any kind or character of each and every one of the parties to this cause.

20. The Special Master is ordered to make a full report of his proceedings hereunder, and such supplemental reports from time to time as may be necessary or desirable to fully advise the Court of his actions in the premises.

21. That all questions and matters of equity not hereby disposed of, including the determining of a decree for a deficiency, are hereby reserved for future consideration and adjudication, and the jurisdiction of this cause is retained by the Court for all such purposes and for the purpose of enforcing the provisions of this decree.

MADE AND ORDERED ENTERED, This 10th day of Nov. 1936.

O.K. RAMSEY MARTIN & LOGAN
F. B. DILLARD Atty for C. C. & Audrey Rudd Cole

F. E. KENNAMER
DISTRICT JUDGE.

J. C. PINKERTON & HESS CROSSLAND
Atty for The First Natl Bank & Trust Co. of Tulsa.

ENDORSED: Filed Nov 10 1936
H. P. Farfield, Clerk
U. S. District Court EA

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, NOVEMBER 10, 1936

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

N. E. McNEILL, Plaintiff,)
-vs-) No. 1106 Equity. ✓
LEVI KREGER, et al., Defendants.)

DISMISSAL WITH PREJUDICE.

Comes now the plaintiff, N. E. McNeill, and, in consideration of the sum of Thousand Dollars (\$4000.00) cash to him paid, receipt whereof is hereby acknowledged, in of the note and mortgage for said sum of Four Thousand Dollars (\$4000.00), as provided in stipulation for settlement herein, dismisses the above entitled cause, with prejudice, at of plaintiff; and respectfully requests the court to enter an order of dismissal with pre herein pursuant to the stipulation for settlement.

Dated this 6th day of October, 1936.

N. E. McNEILL
(N. E. McNeill) Plaintiff

JACK LANGFORD R. P. COLLEY
Attorneys for Plaintiff.

It is so ordered this 10th day of November, 1936.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Nov 10 1936
H. P. Warfield, Clerk
U. S. District Court B

Court adjourned to November 12, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA THURSDAY, NOVEMBER 12, 1936

Court convened pursuant to adjournment, Thursday, November 12th, 1936.

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

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

THE LINCOLN NATIONAL LIFE INS. CO.)
A CORP., Plaintiff,)
vs.) No. 873 - Equity. ✓
EXCHANGE NATIONAL CO. OF TULSA, Defendant.)

Now on this 12th day of November, A. D. 1936, it is ordered by the Court that the petition for final allowance and hearing on Final Report and Audit be set for Dec. 14, 1936. It is further ordered that exceptions must be filed by that date. Receiver may take reduced to November 1, 1936, without prejudice to final claim.

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

HOWARD GRAY, as Executor of the Estate)
of Julia S. Pearman, deceased, Plaintiff,)
vs.) No. 877 Equity. ✓
EXCHANGE NATIONAL COMPANY, a)
corporation, et al, Defendants.)

ORDER AUTHORIZING TRUSTEE TO EXECUTE AND DELIVER LEASE

On this 12th day of November, 1936, upon the application of J. H. McBirney
cessor Trustee, for authority to execute and deliver an oil and gas mining lease to M. T
Moore and Burt Trowbridge; and it appearing that said Trustee has legal title to the land
described in said application, and that in consideration of leasing the East Twenty (20)
thereof the lessees will drill a well for oil and gas on the boundary line of said land,
will communitize said twenty (20) acres with two (2) adjacent twenty (20) acre tracts, fo
production of gas; and it appearing that the said well is to be drilled within ten (10) d
and after the delivery of the lease; and it appearing that the granting of said lease will
depreciate the value of said lands, but that if oil or gas is produced under said lease,
and profit will result to said trust estate; and it further appearing that the Advisory Co
appointed to counsel and advise with the said Trustee has approved and recommended the ex
and delivery of said lease, and for other good cause,

IT IS ORDERED that J. H. McBirney, Successor Trustee, be and he is hereby
authorized to execute and deliver an oil and gas lease covering the lands, and containing
terms and conditions and provisions as set forth in a copy of said proposed lease annexed
application on file herein, to M.T. Moore and Burt Trowbridge.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Nov 12 1936
H. P. Warfield, Clerk
U. S. District Court

ANNA R. LEBOW, Plaintiff,)
-vs-) No. 984 - Equity. ✓
R. FELDMAN, ET AL., Defendants.)

Now on this 12th day of November, A. D. 1936, it is ordered by the Court the
motion for deficiency judgment herein due to Intervener for \$6,847.00 be and it is hereby
sustained, all as per journal entry to be filed.

Court convened pursuant to adjournment, Tuesday, November 24th, 1936.

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

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

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY, Plaintiff,)
vs.) No. 873 Equity
EXCHANGE NATIONAL COMPANY, Defendant.)

ORDER AUTHORIZING SALE OF PERSONAL PROPERTY

THIS CAUSE COMING on to be heard on this the 24th day of November, 1936, on t
application of T. P. Farmer, Receiver for Exchange National Company, for authority to sell
tain desks and chairs belonging to the Exchange National Company, for the reason that said
ceiver is taking smaller quarters and does not need to retain said personal property, and t
court having read said application and finding that it has jurisdiction to entertain the se
and enter an order thereon, and being fully advised in the premises, finds that said applic
tion should be sustained.

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said appli
tion be and it is hereby sustained, and the said T. P. Farmer be and he is hereby directed,
authorized and empowered to sell to the persons offering the highest cash price the desks a
chairs which the receivership will not need, upon said company moving into smaller quarters
and the said T. P. Farmer be and he is further directed, authorized and empowered to do all
other things necessary and proper in order fully and effectually to accomplish the letter a
spirit of the application and this order.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Nov 24 1936
H. P. Warfield, Clerk
U. S. District Court B

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY, Plaintiff,)
vs.) No. 873 Equity
EXCHANGE NATIONAL COMPANY, Defendant.)

ORDER ON APPLICATION FOR REMOVAL OF RECEIVER

THIS CAUSE COMING on to be heard on this the 16th day of October, 1936, on t
application of J. B. Diggs, N. C. Cross, Charles Kraus and George C. Matsen, advisory com-
mittee to J. H. McBirney, trustee of guaranteed first lien participation certificates of
Exchange National Company, to remove Rex Watkinson, Receiver for Exchange National Company,
order to accomplish certain economies in connection with said receivership, more fully set

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.

NO. 813 Equity. ✓

W. N. HUDSON AND MINA B. HUDSON,
husband and wife, and W. W. HUDSON,
Defendants.

ASSIGNMENT OF JUDGMENT

WHEREAS, On the 15th day of February 1933, the plaintiff in the above entitled cause was given judgment against W. N. Hudson and Mina B. Hudson, husband and wife in the amount of \$5,342.68 with interest thereon at the rate of 8% per annum from December 5, 1932, with \$100 attorney's fee and costs of action; this judgment less a credit of \$6,000.00, same being the amount bid for the real estate sold at Special Master's Sale, December 5, 1933,

NOW, THEREFORE, I, the undersigned Sam F. Wilkinson, as Receiver of The Producers National Bank of Tulsa, Oklahoma, and by virtue of the authority of the Comptroller of the Currency, under date of November 11, 1936, referenced CG, and confirmed by the District Court of Tulsa County, Oklahoma, in Case No. 55217 do, for value received, hereby sell, assign, transfer and set over unto

THE FOURTH NATIONAL BANK OF TULSA,

without recourse, and without warranty of any kind or character, the above judgment, interest and costs and all rights and title which The Producers National Bank now has or may have to said judgment.

Dated this the 20th day of November, 1936.

SAM F. WILKINSON
As Receiver of The Producers National Bank
of Tulsa, a corporation.

STATE OF OKLAHOMA. |
COUNTY OF TULSA. | SS.

Before me, a Notary Public within and for said County and State, on this 20th day of November, 1936, personally appeared Sam F. Wilkinson, as Receiver of The Producers National Bank, a corporation, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as such Receiver, and as his free and voluntary act and deed and as the free and voluntary act and deed of The Producers National Bank, a corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal as such Notary Public the day and year last written.

LILLIAN HERNDON
Notary Public.

(SEAL)

My Commission expires 9-11-37.

ENDORSED: Filed Nov 27 1936
H. P. Warfield, Clerk
U. S. District Court B

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,) No. 826 Equity. ✓
vs.)
S. B. RAITMAN,) Defendant.)

ASSIGNMENT OF JUDGMENT

WHEREAS, On the 11th day of March 1933, the plaintiff in the above entitled was given judgment against the defendant, S. B. Raitman, in the amount of \$12,177.04 with interest thereon at the rate of 10% per annum from December 6, 1932, until paid and for the other sum of \$1,328.66 as attorney's fees, less amount bid for collateral March 11, 1933, 0,

NOW, THEREFORE, I, the undersigned Sam F. Wilkinson, as Receiver of The Producers National Bank of Tulsa, Oklahoma, a corporation, and by virtue of the authority from the Controller of the Currency, under date of November 11, 1936, CC-22, and confirmed by the District Court of Tulsa County, Oklahoma, in Case No. 55217, do, for value received, hereby sell, transfer and set over unto

THE FOURTH NATIONAL BANK OF TULSA,

without recourse and without warranty of any kind or character, the above judgment, interest costs and all right and title which the said The Producers National Bank of Tulsa, Oklahoma now has or may have in and to said judgment.

Dated this the 20th day of November, 1936.

SAM F. WILKINSON
As Receiver of The Producers National Bank of
Tulsa, Oklahoma, a corporation.

STATE OF OKLAHOMA |
COUNTY OF TULSA | ss.

Before me, a Notary Public within and for said County and State on this 20th November, 1936, personally appeared Sam F. Wilkinson, as Receiver of The Producers National Bank, a corporation, to me known to be the identical person who executed the same as such receiver, and as his free and voluntary act and deed and as the free and voluntary act and deed of The Producers National Bank, a corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal as such Notary Public the day and year last written.

LILLIAN HERNDON
Notary Public.

(SEAL)
My commission expires - Sept. 11, 1937.

ENDORSED: Filed Nov 27 1936
H. P. Warfield, Clerk
U. S. District Court B

Court convened pursuant to adjournment, Saturday, November 28th, 1936.

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.

North American Car Corporation, a corporation,)
Plaintiff,)

vs.

White Oak Corporation, a corporation,
and Centorp Corporation, a corporation,)
Defendants,)

No. 802 Equity ✓

Shell Petroleum Corporation, a corporation, Bessie M. Taylor, individually,
and Bessie M. Taylor, executrix, and McKes Oil & Gas Company, a corporation, Interveners.

O R D E R

On this day, upon the application of the appellants, North American Car Corporation, a corporation, and Centorp Corporation, a corporation (Plaintiff and one of the defendant in) in the above cause, showing that insufficient time is available to them as appellants secure the printing of the record herein and the return hereof, together with citation he issued to the United States Circuit Court of Appeals for the Tenth Circuit at Denver, Col and good and sufficient cause having been shown by said appellants,

IT IS ORDERED that the time wherein appellants are required to secure the printing of the record herein and wherein return of citation shall be made to the above named court and the same is hereby, enlarged and extended to and including January 1st, 1937, in accordance with the provisions of Rule 14 of the Circuit Court of Appeals for the Tenth Circuit.

Dated at Tulsa, Oklahoma, this 28th day of November, 1936.

F. E. KENNAMER
United States District Judge, Northern
District of Oklahoma

O.K. WILBUR J. HOLLEMAN & N. A. GIBSON
Attorneys for Appellants (Plaintiff and one
of the defendants)

MARSHALL & COBB
Attorneys for Appellees (Interveners)

ENDORSED: Filed Nov 28 1936
H. P. Warfield, Clerk
U. S. District Court H

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

GEORGE EUGENE PEACOCK and MARJORIE)
GRACE PEACOCK, HAWKINS, Plaintiffs)
vs.) No. 1129 Equity
J. B. PEACOCK and AETNA CASUALTY & SURETY)
CO., a corp., Defendants.)

"O R D E R"

On compliance and request made by both the plaintiff and defendant, Aetna Casualty & Surety Co. to vacate the Order made Nov. 12th 1936 overruling plaintiff's Motion Court finds same should be vacated.

BE IT THEREFORE, ORDERED, ADJUDGED AND DECREED that the Order of this Court tofore made on November 12th, 1936, overruling plaintiff's Motion to Strike and to Dismiss and the same is hereby vacated and the Motion of the Plaintiff is hereby reinstated and continued until the next motion docket.

O.K. SILVERMAN & ROSENSTEIN
Attorneys for plaintiffs
GREEN & FARMER
Attorneys for defendant Aetna Casualty & Surety Co.
F. E. KENNAMER
J U D G E.

ENDORSED: Filed Nov 28 1936
H. P. Warfield, Clerk
U. S. District Court B

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

United States, Complainant,)
vs.) No. 1151 Equity
Ross Miller, Respondent.)

O R D E R

Now on this 28th day of November, 1936, this matter came on for hearing on application of the complainant for a temporary injunction, enjoining the respondent, Ross Miller, from interfering with the possession, management and control by the proper agency said complainant of the land described in complainant's Bill of Complaint herein; and complainant being represented by Chester A. Brewer, Assistant United States Attorney for the Northern District of Oklahoma; and the respondent, Ross Miller, having been regularly served with subpoena in equity and notice of hearing on complainant's application for a temporary injunction, and said respondent being present in person and by his attorney, I. F. Long; and Court having examined the Bill of Complaint and the application for a temporary injunction, finds that complainant is entitled to have said temporary injunction served upon said respondent.

IT IS THEREFORE THE ORDER of the Court that the respondent, Ross Miller, be he hereby is enjoined from interfering with the possession, management and control of the following described land, to-wit:

Southeast Quarter of Northeast Quarter; Northeast Quarter
of Southeast Quarter of Section Fourteen, Township Twenty-
two North, Range Eight East, Osage County, Oklahoma,

said land being the restricted allotment of Hum-pah-to-kah, Osage Allottee No. 70.

It is the further order of the Court that this temporary injunction shall
is sufficient authority for the United States Marshal for the Northern District of Oklah
dispossess said Ross Miller of said premises, and to deliver possession thereof to the S
tendent of the Osage Indian Agency in behalf of the said Hum-pah-to-kah, Osage Allottee
said premises to remain in the possession, management and control of said Superintendent
the further order of this Court, on final hearing in this cause.

O.K. CHESTER A. BREWER
Assistant United States Attorney

F. E. KENNAMER
JUDGE.

endorsed; Filed Nov 28 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to November 30, 1936.

Court convened pursuant to adjournment, Monday, November 30th, 1936.

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

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

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

VIVIAN WIMBISH, nee CLAYTON, Plaintiff,)
vs.) No. 859 - Equity. ✓
CHARLIE CLAYTON, HENRY LOWRANCE,)
W. H. ODELL, DAN ODELL, ET AL, Defendants.)

ORDER OF DISMISSAL WITH PREJUDICE.

Charlie Clayton, one of the defendants above named, having filed herein his
missal of his cross-bill of complaint and counter claim against the defendants, Henry Low
W. H. Odell, and therein consenting that an order to that effect be made by this Court,

It is therefore by the Court, ordered that the cross-bill of complaint and
claim of the defendant Charlie Clayton against the defendants Henry Lowrance and W. H. Od
and all amendments thereto be, and the same are hereby dismissed with prejudice to any fu
action.

ENDORSED: Filed Nov 30 1936
H. P. Warfield, Clerk
U. S. District Court H

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

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

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, NOVEMBER 30, 1936

CLERK'S NOTE - The following Assignment of Judgment filed in

UNITED MUTUAL LIFE INS. CO., Plaintiff,)
-vs-) No. 971 - Equity.
THE CITY OF WYNONA, ET AL, Defendants.)

THIS INDENTURE

Made the twenty third day of November in the year one thousand nine hundred and thirty six

BETWEEN Ellis & Co. of Cincinnati, Hamilton County, Ohio, and Lebenthal & Company of New York City, State of New York, subsequently referred to herein as parties of the first and second respectively,

WHEREAS, on the twenty fourth day of June in the year one thousand nine hundred and thirty five Judgment was entered in the United States District Court for the Northern District of Oklahoma, in favor of Frank E. Sedgwick, J. S. Harris and Alfred Holman, a Bondholders Committee and against The City of Wynona, Oklahoma a municipal corporation, in Equity Case #971 wherein United Mutual Life Ins. Co. was plaintiff and the said City defendant in the sum of Twenty Eight Thousand Seven Hundred and Eighty Three Dollars and thirty cents (\$28,783.30) and which judgment by proper Assignment as per certified copy hereto affixed on the eighth of August in the year 1935 was assigned to the aforesaid Ellis & Co. of Cincinnati etc. to extent of seven sixty fifths (7/65) thereof,

NOW THIS INDENTURE WITNESSETH, that the said party of the first part, in consideration of (Seven Hundred Dollars no cents) to it duly paid, has sold, and by these presents do assign, transfer and set over unto the said party of the second part, and hereby assigns, transfers said judgment and all sum or sums of money that may be had or obtained by means thereof, or any proceedings to be had thereupon, AND the said party of the first part does hereby consent and appoint the said party of the second part, and its assigns, its true and lawful attorney irrevocable, with power of substitution and revocation, for the use and at the proper costs and charges of the said party of the second part to ask, demand and receive, and to sue out executions, and take all lawful ways for the recovery of the money due or to become due on these judgments; and on payment to acknowledge satisfaction, or discharge the same. And attorneys or more under them for the purpose aforesaid, to make and substitute, and at pleasure to ratify and confirming all that its said attorney or substitute shall lawfully do in the premises. AND the said party of the first part does covenant, that there is now due on the judgment the sum of Three Thousand Ninety Nine Dollars seventy four cents and that it will collect or receive the same or any part thereof, nor release or discharge said judgment, but will own and allow all lawful proceedings therein, the said party of the second party saving the said party of the first part harmless of and from any costs in the premises.

IN WITNESS whereof, the party of the first part, has hereunto set its hand and seal the day and year first above written.

Sealed and delivered in the presence of

ELLIS & CO.
D. W. ELLIS partner

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On the 23rd day of November, nineteen hundred and thirty six before me came D. W. Ellis to me known and known to me to be the individual described in, and who executed, the

136

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, DECEMBER 1, 1936

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,)
Plaintiff,)
-vs-) No. 873 - Equity. ✓
EXCHANGE NATIONAL COMPANY,)
Defendant.)

Now on this 1st day of December, A. D. 1936, it is ordered by the Court that A. Coakley be and he is hereby allowed an attorney fee in the sum of \$750.00; It is further ordered by the Court that T. Austin Gavin be allowed an attorney fee in the sum of \$750.00 all as per journal entry to be filed.

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

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,)
Plaintiff)
vs.) No. 873 Equity ✓
EXCHANGE NATIONAL COMPANY,)
Defendant.)

ORDER GRANTING ALLOWANCE

This cause coming on to be heard on this the 1st day of December, 1936, on application of Horace H. Hagan, T. Austin Gavin and Charles A. Coakley, for an attorneys' fee be granted and allowed said applicants for filing this cause, and the court having read said application and having heard the statements of applicants in support thereof, and being duly and truly advised in the premises, and finding that it has jurisdiction to entertain said cause of action and enter an order thereon, and that said application should be sustained.

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that said cause of action be and the same is hereby sustained.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that said applicants be entitled to a reasonable attorneys' fee for their services in instituting this cause of action and procuring the appointment of a receiver herein; and

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that \$1500.00 is a reasonable sum for said services, and T. P. FARMER, Receiver for Exchange National Company, he is hereby directed, authorized and empowered forthwith to pay unto said applicants the sum of \$1500.00 as an attorneys fee for instituting said cause of action herein and for procuring a receiver.

F. E. KENNELMER
United States District Judge.

ENDORSED: Filed Dec 1 1936
H. P. Warfield, Clerk
U. S. District Court H

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY,) Plaintiff,)
vs.) No. 873 Equity. ✓
EXCHANGE NATIONAL COMPANY,) Defendant.)

AMENDED ORDER ON APPLICATION FOR REMOVAL OF RECEIVER

Comes now T. Austin Gavin, solicitor for T. P. Farmer, receiver for Exchange National Company, and respectfully shows to the court that heretofore to-wit on the 16th day of October, 1936, an order was entered in this cause relating to the removal of Rex Watkins receiver for Exchange National Company, and the appointment of T. P. Farmer as successor of said company, which said order is incorporated herein by reference, as if fully set out in; that the terms of said order are sufficiently broad and comprehensive to exclude the sum of \$100.00 to the said T. P. Farmer from the funds of Exchange National Company, over and above the allowance which he has been receiving and is now receiving from account of the trustee of the guaranteed first lien participation certificates of Exchange National Company; and the court finding that it was not the intention of said order, despite appearance to the contrary, to diminish in any manner the compensation which the said T. P. Farmer has been heretofore receiving, which includes the payment to him of the sum of \$100.00 from the funds of Exchange National Company in receivership, and the court finding that said original order above described, should be amended nunc pro tunc, to speak the truth the full order of the court, and the court finding that it has jurisdiction to amend said order nunc pro tunc and being well and truly advised in the premises.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the order heretofore entered on the 16th day of October, 1936, removing Rex Watkinson as receiver of Exchange National Company and appointing T. P. Farmer, be and the same is hereby amended to provide that the said T. P. Farmer shall continue to receive, as he has in the past, from the Exchange National Company receivership fund, the sum of \$100.00 to be applied on his total compensation received for his services in connection with said receivership; and said trusteeship above mentioned.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT, that the said order as now amended, shall have like force and effect as had it been entered as of the 16th day of October, 1936.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Dec 1 1936
H. P. Warfield, Clerk
U. S. District Court H

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

SECURITIES AND EXCHANGE COMMISSION,) Plaintiff,)
vs.))
E. R. PERRY, S. L. DEEDMAN AND M. P. PERRY,) IN EQUITY NO. 1157 ✓
INDIVIDUALLY AND AS TRUSTEES OF SEMINOLE)
PROVIDENT TRUST,) Defendants.)

O R D E R

On this, the 1st day of December, A. D. 1936, there came on to be heard the

application of plaintiff, Securities and Exchange Commission, for a restraining order, p to notice duly issued and served upon defendants, to show cause why such restraining ord was prayed for in the bill of complaint should not be issued. Plaintiff appeared by its attorneys, Lewis M. Dabney, Jr. and Herbert S. French, and defendants and each of them appeared by their attorney, E. J. Lundy, and defendants E. R. Perry and S. L. Dedman app personally.

The allegations of fact in the bill of complaint were by counsel for the d dants in open court conceded to be true for the purpose of this proceeding only, and such counsel urged upon the court that no necessity for a restraining order existed because de dants were now refraining from committing further violations such as are changed in the of complaint and has no intention of committing such violations in the future. It being called to the attention of the court that defendants were still engaged in selling to the units in Seminole Provident Trust and had not corrected the misstatements of fact and in tion, and the other matters complained of in the bill, and particularly had not repaid i the treasury of such trust the sums alleged in the bill of complaint to have been diverted defendants as Trustees of Seminole Provident Trust to themselves as individuals and as me of the partnership of Perry, Dedman and Perry, it was suggested by the court that no furt sale of units in such trust should be made until the matters complained of had been repai

It was further suggested by counsel for the plaintiff that, according to th statement of defendants' counsel, certain units had been sold to members of the public bu ment therefor had not yet been received by defendants as Trustees, and that there was ou standing the sum of Eleven Thousand, Eight Hundred and Thirty (\$11,830.00) Dollars in dre and accounts receivable due Seminole Provident Trust, which represented the proceeds of s units sold and not yet paid for, and that such sales had been made under the misstatement complained of in the bill of complaint, and that the proceeds of such sales, after such d were paid and collections made, ought not to be appropriated by said defendants as Truste otherwise, but ought to be kept in a separate bank account, subject to the claims, if any such purchasers of said units, and subject to the further orders of this court. It was a that such separate bank account would be established and such funds preserved therein and no further units would be sold until the further order of the court.

Upon assurances of the defendants and the counsel in open court that the ab agreements and stipulations will be kept and performed, it is by the court ordered, adjud decreed that the hearing on plaintiff's application for a restraining order be and it her continued for a period of two (2) weeks, to-wit: until the 15th day of December, 1936, at o'clock A.M., or until the further order of the court: PROVIDED, however, that either par may, upon three (3) days written notice call said matter up for hearing.

F. E. KENNAMER
District Judge

O.K. as to form:
LEWIS M. DABNEY, JR.
H. I. FRENCH
Attorneys for Plaintiff.

E. J. LUNDY
Attorney for Defendants.

ENDORSED: Filed Dec 3 1936
H. P. Warfield, Clerk
U. S. District Court H

Court convened pursuant to adjournment, Wednesday, December 2nd, 1936.

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

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

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

United States of America, Complainant,)
)
 vs.) No. 1143 Equity)
)
 W. H. Ballard, Eva Toller and J. P.)
 Pierce, et al, Respondents.)

ORDER FOR SERVICE BY PUBLICATION

Now on this 28th day of November, 1936, on application of the complainant, proper showing made, it appearing to the undersigned Judge of the United States District for the Northern District of Oklahoma that the above named respondents, Eva Toller and J. O. Pierce have not been served with process in this cause; that proper subpoena in equity has regularly issued therein, directed to said respondents in the Northern District of Oklahoma that the United States Marshal for said district has made return showing that said respondents cannot be found in this district, and that proper service by order of this Court should be made to each of said respondents, as provided by law, Section 118, Title 28, U.S.C.A., directing them to appear on a day certain to plead or answer to the Bill of Complaint, as hereinafter

IT IS THEREFORE THE ORDER OF THE COURT that the respondents, Eva Toller and J. O. Pierce, if living; if dead, their unknown heirs, executors, administrators and assigns, in person or by attorney, appear and plead or answer to the Bill of Complaint in this cause, wherein the complainant seeks judgment against said respondents quieting the title to the following land, to-wit:

E2 of SW4 of SE4; SW4 of SW4 of SE4 of Sec. 7, Twp. 27 N, Range 21E,
Craig County, Oklahoma.

IT IS FURTHER ORDERED that this order be published once a week for six consecutive weeks, beginning December 3, 1936, and that said respondents, Eva Toller and J. O. Pierce, if living, or if dead, their unknown heirs, executors, administrators and assigns, immediately appear and answer or plead to the Bill of Complaint herein on or before January 1, 1937, or all of the facts, matters and things pleaded in said Bill of Complaint will be taken as confessed and judgment for complainant will be rendered accordingly, and said respondents will be barred from any right, title, interest or equity in or to the land hereinabove described.

WITNESS, the undersigned Judge of the United States District Court for the Northern District of Oklahoma.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Dec 2 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court convened pursuant to adjournment, Saturday, December 5th, 1936.

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

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

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

United States, Complainant,)
)
vs.) No. 1040 Equity ✓
)
Cleve Hogan, Respondent.)

D E C R E E

This cause came on for hearing on the 13th day of May, 1936, upon the stipulation heretofore filed in said cause by the United States, complainant, and Cleve Hogan, respondent.

THEREUPON, there is presented to the Court the stipulation filed by said complainant and said respondent.

The Court finds that the respondent, Cleve Hogan, has been duly served with process in equity in said cause, as required by law, and that he has filed his answer thereunto.

The Court further finds that the title to the land involved in this cause should be quieted in the respondent, Cleve Hogan.

The Court further finds that notice, as provided by law, was duly served upon the Probate Attorneys for the Five Civilized Tribes prior to the hearing of the County Court authorized the sale of said land by the restricted Cherokee Indians involved in this action.

IT IS THEREFORE BY THE COURT ORDERED AND DECREED that the title in and to the following described land located in Delaware County, Oklahoma, to-wit:

The South Half; and the South Half of the North Half;
and the Southwest Ten Acres of Lot Four, Section Four,
Township Twenty-two North, Range Twenty-four East,

be, and the same is hereby quieted in said respondent, Cleve Hogan, and it is further ordered that the complainant herein be, and it is hereby enjoined and barred from asserting any right or title in and to the above described land, or any part thereof.

F. E. KENNAMER
JUDGE.

O.K. C. E. BAILEY
United States Attorney

CHESTER A. BREWER
Assistant United States Attorney

WHIT Y. MAUZY
attorney for Respondent.

ENDORSED: Filed Dec 5 1936
H. P. Warfield, Clerk
U. S. District Court H

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

AFFILIATED ENTERPRISES, INC.,)
a corporation, Plaintiff,)
vs.) No. 1152 Equity
MRS. W. T. BROOKS AND DELL WILLIAMS,)
Operating the Crystal Theatre, Broken)
Arrow, Oklahoma, Defendant.)

ORDER DISMISSING CAUSE AT COST OF PLAINTIFF.

Now, on this the 5th day of December, 1936, upon application of the plaintiff filed and presented, and the Court being well and sufficiently advised in the premises, it

ORDERED that the above styled and numbered cause be, and the same is hereby dismissed at the cost of the plaintiff, Affiliated Enterprises, Inc.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Dec 5 1936
H. P. Warfield, Clerk
U. S. District Court. B

Court adjourned to December 10, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA THURSDAY, DECEMBER 10, 1936

Court convened pursuant to adjournment, Thursday, December 10th, 1936.

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

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

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

W. G. ARN, et al, Complainants,)
vs.) No. 816 Equity.
OPERATORS ROYALTY & PRODUCING)
COMPANY, et al, Defendants.)

ORDER OF ENLARGEMENT OF TIME

Now on this, the 8th day of December, 1936, on application of the complainant an order enlarging the time for preparing and completing the record to file with the clerk this court in their appeal to the Circuit Court of Appeals, and it appearing that reasonable grounds exist, therefore, the said complainants are hereby granted an extension of additional time of thirty days within which to complete and file their statement of the evidence with the clerk, and to have the same allowed and approved, and are granted an extension of further

... ..
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA THURSDAY, DECEMBER 10, 1936

thereafter of thirty days within which to have said record printed and filed with the cl
of the Circuit Court of Appeals.

F. E. KENNAMER
District Judge..

ENDORSED: Filed Dec 10 1936
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned to December 12, 1936;

and has, because thereof, infringed letters patent of the United States so owned and held by plaintiff herein, and that in respect of all of such devices defendant should, and is he decreed, to account to plaintiff herein for the profits realized, received and enjoyed by defendant upon the manufacture, sale and use of such devices. To this end, defendant shall on or before December 7, 1936, file in the office of the Clerk of this court, and serve on the plaintiff, a statement of the number of devices sold by it from May 14, 1935, to said date, showing cost of manufacture and sale thereof and profit resulting from said sales to defendant and such other information in the premises as shall be necessary to a full understanding of the account so made and filed, same to be verified by the affidavit of defendant's chief accountant thereupon, and to and including the 14th day of December, 1936, plaintiff, by his attorney and his auditor, shall have the right to examine defendant's books of account and records, in so far as the same relate to the number of devices sold by defendant during the accounting period above, the prices realized therefor, the identity of parties to whom sales were made, the cost of manufacture of the devices sold, and such other material as shall be requisite to a determination of profits made by defendant upon said devices so sold during the accounting period described above, and plaintiff may, on or before the date last above stated, file herein his exceptions to the account as submitted and stated by defendant, failing in which the account shall be considered as approved and correct. In the event exceptions to said account are filed by the plaintiff, the court will then, and hereby reserves jurisdiction to, make such order for hearing and determination of the exceptions to said account and the matters of accounting as may be proper, the premises considered.

4. Defendant, its agents, servants, officers, employees, representatives and persons acting for and in its behalf and in its stead, including licensees, from and after this date, and all persons acting for and in its behalf under color of claim of right be, and each of them, are hereby enjoined, forbidden and forever prohibited from manufacturing, vending, selling, or using any Tubing Catchers or parts of devices including, using or employing in any manner the inventions of the letters patent owned by plaintiff and hereinbefore described and stated or colorable imitations or substitutes therefor, or equivalents thereof, and each of them, are hereby enjoined from dealing in, vending, manufacturing, or selling to others to use or to vend, sell and deal in or manufacture, any or all devices or parts of devices employing the invention of the letters patent hereinbefore described or set forth or substitutes therefor or equivalents thereof.

To which orders and decree of the court the defendant at the time excepted and exceptions were by the court allowed.

5. Jurisdiction is hereby reserved to allow plaintiff herein to file a supplemental bill, if necessary or proper, to present any claim which he may have by reason of the judgment by defendant from and after October 14, 1936.

6. Plaintiff is awarded his costs herein.

To each and every part and all of the foregoing decree, defendant hereby excepts and exceptions in its behalf are hereby allowed.

F. E. KENNAMER
District Judge.

ENDORSED: Filed Dec 12 1936
H. P. Warfield, Clerk
U. S. District Court H

and on this finding the Court dismisses, with prejudice, this case insofar as plaintiff seeks to recover or establish any interest in the aforesaid 50 acres, to-wit, the 20 acres in Section 19, and the 30 acres in Section 20, above described.

(d) That plaintiff is denied any accounting from defendants E. S. Johnson and Ida Johnson, and the defendants E. S. Johnson and Ida Johnson are denied any reimbursement or contribution for taxes paid or improvements made on said land.

(e) All the court costs in this case are hereby taxed to the plaintiff.

MADE AND ORDERED ENTERED on this 15 day of December, 1936, same being a regular day of a term of this Court at Tulsa, Oklahoma.

F. E. KENNAMER
JUDGE

December 10, 1936
The above decree approved by
GEO. S. RAMSEY
CHRISTY RUSSELL
JOHN S. ROBINSON
Counsel for Plaintiff.

EDMUND LASHLEY
HAL F. RAMBO for Defs. Ransall

R. L. DAVIDSON
Counsel for Defendants, Ida Johnson and E. S. Johnson

ENDORSED: Filed Dec 15 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

North American Car Corporation, a corporation,)	
	Plaintiff,)
)	
-vs-)	
)	
White Oak Corporation, a corporation,	)	No. 802 Equity.
and Centorp Corporation, a corporation,)	
	Defendants.)
Shell Petroleum Corporation, a corporation, Bessie M. Taylor, Individually and Bessie M. Taylor, executrix, and McKes Oil & Gas Company, a corporation,)	
	Interveners.)

O R D E R

On this day, upon the application of the appellants, North American Car Corporation, and Centorp Corporation, a corporation (Plaintiff and one of the defendants here) in above cause, showing that insufficient time is available to them as appellants to secure the printing of the record herein and the return hereof, together with citation herein issued by the United States Circuit Court of Appeals for the Tenth Circuit at Denver, Colorado, and good sufficient cause having been shown by said appellants,

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, DECEMBER 15, 1936

IT IS ORDERED that the time wherein appellants are required to secure the of the record herein and wherein return of citation shall be made to the above named cou and the same is hereby enlarged and extended to and including February 1, 1937, in accor with the provisions of Rule 14 of the Circuit Court of Appeals for the Tenth Circuit.

Dated at Tulsa, Oklahoma, this 15th day of December, 1936.

F. E. KENNAMER
United States District Judge, Northern
District of Oklahoma.

O.K. GIBSON & HOLLEMAN
Attorneys for Appellants (Plaintiff
and one of the Defendants here)

MARSHALL & COBB
Attorneys for Appellees (Interveners here)

ENDORSED: Filed Dec 15 1936
H. P. Warfield, Clerk
U. S. District Court H

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

LINCOLN NATIONAL LIFE INSURANCE COMPANY	Plaintiff)	
		)	No. 873 - Equity.
vs.)	
EXCHANGE NATIONAL COMPANY,	Defendant.)	

ORDER GRANTING ALLOWANCE

This cause coming on to be heard this 15th day of December, 1936, having be gularly continued to this date, on the application of Rex Watkinson, Receiver for Exchange National Company, for a final allowance as fee for his services as Receiver for Exchange National Company, and applicant appearing in person and by counsel, and it having been di that notice of said hearing had been given to all interested parties, and that pursuant t notice, John Rogers, Esq., and Felix A. Bodovitz, Esq., appeared on behalf of parties int in the granting or refusal of said allowance, and testimony and statements having been he support of said application, and the court being well and truly advised in the premises, finding that it has jurisdiction to entertain said application and to enter an order ther finds that said application should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED BY THE COURT that said appli be and the same is hereby sustained; and

IT IS FURTHER ORDERED that said Rex Watkinson, Receiver for Exchange Nation Company, shall be and he is hereby directed to be entitled to the sum of \$1,500.00 as a f complete, and final fee for all services rendered in this cause and in this court.

IT IS FURTHER ORDERED, ADJUDGE, AND DECREED that T. P. Farmer, Successor Re for Exchange National Company, be and he is hereby directed, authorized and empowered, to draw from any funds now on hand in said Exchange National Company receivership, the sum o 00, and to pay the same to the applicant hereinabove mentioned, to-wit: Rex Watkinson, fo

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF KLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, DECEMBER 15, 1936

Receiver for Exchange National Company.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Dec 15 1936
H. P. Warfield, Clerk
U. S. District Court H

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

THE LINCOLN NATIONAL LIFE)	
INSURANCE COMPANY,	Plaintiff,)
)	
vs.	)	No. 873 Equity
)	
EXCHANGE NATIONAL COMPANY,	Defendant.)

O R D E R

This cause coming on to be heard on this the 15th day of December, 1936, on application of T. P. Farmer, Receiver for Exchange National Company, to sell five shares of Southwest Box Company common stock at the rate of \$5.00 per share, and the court having read said application and finding that it has jurisdiction to entertain same and enter an order thereon being fully advised in the premises, finds that said application should be sustained.

IT IS THEREFORE BY THE COURT ORDERED, ADJUDGED, AND DECREED that said application be and the same is hereby sustained, and the said T. P. Farmer, Receiver for Exchange National Company, be and he is hereby directed, authorized, and empowered forthwith to sell five shares of the common stock of Southwest Box Company for the sum of \$25.00, and to do all other things necessary and proper in order fully and effectually to accomplish the letter and spirit of said application and this order.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Dec 15 1936
H. P. Warfield, Clerk
U. S. District Court H

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

THE LINCOLN NATIONAL LIFE INSURANCE)	
COMPANY,	Plaintiff,)
)	
vs.	)	No. 873 Equity.
)	
EXCHANGE NATIONAL COMPANY,	Defendant.)

ORDER APPROVING RECEIVER'S REPORT FOR PERIOD FROM AUGUST 31, 1936, TO OCTOBER 31st, 1936, AND HIS FINAL REPORT.

THIS CAUSE COMING on to be heard on this the 15th day of December, 1936, on application of Rex Watkinson, Receiver for Exchange National Company for approval of his

as receiver, in the above entitled cause, said report covering the period from August 31st to and including October 31st, 1936, and his final report as such receiver, covering the period of his appointment, to-wit, October 12th, 1933, to and including October 31st, 1936, here filed herein, and the said Rex Watkinson receiver for Exchange National Company being present and by his solicitor T. Austin Gavin and no objections having been filed to the approval of said report, and no one appearing on this day to object thereto, and said report appears to be regular upon its face, and the court finding that it has jurisdiction to entertain and enter an order thereon, and finding that said report should be approved and said receiver and bondsmen exonerated and discharged.

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said report before filed in the above entitled cause by the said Rex Watkinson, be and it is hereby approved and the said Rex Watkinson, be and he is hereby discharged and relieved of any further responsibility in this cause, and it is the further order, judgment and decree that his bond and sureties are exonerated and discharged.

F. R. KENNAMER
United States District Judge.

ENDORSED: Filed Dec 15 1936
H. P. Warfield, Clerk
U. S. District Court H

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

LINCOLN NATIONAL LIFE INSURANCE COMPANY,	Plaintiff,)
		) No. 873 - Equity.
vs.)
EXCHANGE NATIONAL COMPANY,	Defendant.)

ORDER AUTHORIZING SALE

This cause coming on to be heard on this 15th day of December, 1936, on the application of T. P. Farmer, Receiver for Exchange National Company, for an order authorizing him to offer for sale and sell to the highest bidder the following described premises, to-wit:

East Forty (40) feet of Lots Five (5) and Six (6) in
Block One Hundred Two (102), Original Town of Tulsa, Oklahoma,

and the court having read said application, and finding that it has jurisdiction to entertain same and enter an order thereon, finds that said application should be sustained.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED, AND DECREED that said application be and the same is hereby sustained, and the said T. P. Farmer, Receiver for Exchange National Company, be and he is hereby directed, authorized, and empowered to offer for sale and sell to James F. Pinos, if the said person so named is the highest and best bidder therefor, and if he bids not less than \$2,500.00 for said aforesaid described premises, or to any other person who may offer a sum in excess of \$2,500.00, and

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that said T. P. Farmer be and he is hereby authorized and empowered to pay unto W. D. McCoy, provided said aforesaid premises sell for a sum not less than \$2,500.00, as a commission 5% of said sale price, an

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that the said T. mer, be and he is hereby directed, authorized, and empowered to do all other things neces and proper in order fully and effectually to accomplish the letter and spirit of this app tion and order.

F. E. KENHAMER
 United States District Judge.

ENDORSED: Filed Dec 15 1936
 H. P. Warfield, Clerk
 U. S. District Court H

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

SECURITIES AND EXCHANGE COMMISSION,)	
	Plaintiff,)
vs.)	
	)	IN EQUITY NO. 1157
E. R. PERRY, S. L. DEDMAN AND M. P.)	
PERRY INDIVIDUALLY AND AS TRUSTEES OF)	
SEMINOLE PROVIDENT TRUST,	Defendants.)

O R D E R

On this, the 15th day of December, A. D. 1936, there came on to be heard th cation of plaintiff, Securities and Exchange Commission, for a restraining order, pursuan an order of the court heretofore entered as of December 1st, 1936. Plaintiff appeared by attorneys, Lewis M. Dabney, Jr., and Herbert S. French; defendants and each of them appea their attorney, E. J. Lundy, and defendants E. R. Perry and S. L. Dedman appeared person

The court having heard evidence and arguments of counsel and it appearing to court that pursuant to the order heretofore entered as of December 1st, 1936, defendants e not sold further units in Seminole Provident Trust but that defendants had not repaid into Treasury of Seminole Provident Trust, or paid to E. W. Jones, Inc., the sums alleged in th of complaint to have been diverted by defendants as trustees of Seminole Provident Trust, other sums which were shown by the evidence to have been diverted since October 1st, 1936, since the date of filing such bill of complaint, it was agreed by defendants and their cou in open court that no further sales of units in said Trust should be made until such dive had been repaid and until the proportionate part of sums realized from the sale of units wh is payable to E. W. Jones, Inc., had been paid.

And it further appearing from the evidence that defendants as Trustees of Se Provident Trust had been making monthly distributions of \$2.00 per unit to purchasers of : units and that payment of such monthly distributions had been and were being advertised to public and to prospective purchasers, and that the properties contracted to be conveyed to Seminole Provident Trust by E. W. Jones, Inc., were not and had not since June 1st, 1936, producing sufficient oil to earn \$16,000.00 per month above expenses and to justify a paym of \$2.00 per month on each of the 8,000 units authorized to be sold, it was agreed be defe and their counsel that when and if all sums due E. W. Jones, Inc., had been paid and when further units in Seminole Provident Trust were offered for sale, that payments upon units would not exceed 1/8000th part of the monthly net income from the properties contracted to conveyed to Seminole Provident Trust unless it was clearly stated and revealed to prospect purchasers and to unit holders that any additional distribution above such pro rata earnin said properties came from a specified source other than the earnings of such properties. It was further agreed in open court, that no representations concerning monthly distributi or to be made would be made through circulars, advertisements, or otherwise by the use of mails or the means and instruments of interstate commerce by defendants or their agents,

salesmen, or brokers, which did not clearly show the amount actually earned by the proper relation to the amount distributed monthly.

And it further appearing from the evidence that since the effective date of registration statement filed with the Securities and Exchange Commission covering the offer of units in Seminole Provident Trust, defendants as Trustees of said Trust had made contracts with E. W. Jones, Inc., materially changing the rights of the parties at interest and the defendants intended to enter into further contracts with E. W. Jones, Inc., in connection with paying to E. W. Jones, Inc., the sums payable to it, it was further agreed by defendant and their counsel in open court, that such matters would be fully disclosed to prospective purchasers of further units of Seminole Provident Trust by a supplement attached to the official prospectus or other means which would satisfactorily comply with the Securities Act of 1933, as amended and the Rules and Regulations adopted pursuant thereto. It was further agreed, that by a supplement to the official prospectus or other means complying with said Securities Act and Regulations, defendants would, when and if further units were offered for sale, fully reveal to such prospective purchasers the amounts which had been earned by the properties which Seminole Provident Trust had contracted to purchase from E. W. Jones, Inc., between the dates of March 1st, 1936, up to and including the date of the last monthly earnings available at the time of such sale or offer to sell, and would by similar supplement to said prospectus or other means, as aforesaid, reveal to such purchaser all material changes with respect to the present and affairs of Seminole Provident Trust since the effective date of the registration statement covering such Trust and any and all material facts necessary in the light of the statements made in the registration statement and prospectus to make such statements not misleading.

Upon the assurances of defendants and their counsel in open court that the terms of the agreements and stipulations will be kept and performed, it is by the court ordered that the hearing on plaintiff's application for a restraining order, be and hereby is continued until the order of the court, provided that either party may upon three days written notice, call said matter up for hearing.

F. E. KENNAMER
District Judge.

O.K. as to form:
LEWIS M. DABNEY, JR.
H. S. FRETCH
Attorneys for Plaintiff.

E. J. LUNDY
Attorney for Defendants.

ENDORSED: Filed Dec 17 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to December 17, 1936.

Court convened pursuant to adjournment, Thursday, December 17, 1936.

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

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

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

C. E. Foster, Complainant,)

vs.)

Clora E. Lawrence, nee Hill, and
Bud Lawrence, her husband, if living
or if dead, the heirs, executors,
administrators, devisees, trustees,
creditors and assigns, known and unknown,
immediate and remote of Clora E. Lawrence,
nee Hill, and Bud Lawrence, her husband, and
Ed S. Bond, Respondents,

No. 1108 E equity. /

United States of America, Intervener.)

PETITION FOR ALLOWANCE OF APPEAL.

Comes now the above named intervener, United States of America, by C. E. Bailey, United States Attorney, and Chester A. Brewer, Assistant United States Attorney for the Northern District of Oklahoma, acting under authority of the Attorney General of the United States, at the request of the Secretary of the Interior of the United States, and feeling itself aggrieved by the journal entry of judgment and decree rendered by the Court in the above case September 18, 1936, does hereby appeal from said journal entry of judgment and decree to the United States Circuit Court of Appeals for the Tenth Circuit, for the reasons set forth in assignments of error herein.

WHEREFORE, said intervener, United States of America, prays that an appeal in the above entitled cause be duly allowed.

C. E. BAILEY
United States Attorney

CHESTER A. BREWER
Assistant United States Attorney

The within and foregoing petition for appeal is hereby duly allowed this 17th day of December 1936.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Dec 17 1936
H. P. Warfield, Clerk
U. S. District Court ME

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

R. A. Waxler, Complainant,)
vs.) No. 1132 Equity. ✓
Phillips Petroleum Company, a)
corporation, Defendant.)

O R D E R

Now on this 13th day of December, 1936, for good cause shown;

IT IS ORDERED that the defendant be, and it is hereby given until Jan. 15th 1937, within which to file an amendment to its answer herein.

F. E. KENNAMER
Judge.

ENDORSED: Filed Dec 17 1936
H. P. Warfield, Clerk
U. S. District Court H

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

THE EXCHANGE NATIONAL BANK OF TULSA,)
a national banking association, Plaintiff,)
vs.) NO. 1164 Equity ✓
JOE T. PARKINSON, Treasurer of Tulsa)
County, Oklahoma, Defendant.)

JOURNAL ENTRY OF JUDGMENT

This cause coming on to be heard this 17th day of December, 1936, before the able F. E. Kennamer, Judge of the United States District Court in and for the Northern District of Oklahoma; and the plaintiff being present by its attorneys, Frank Settle and Sam Calman and the said defendant, Joe T. Parkinson, Treasurer of Tulsa County, Oklahoma, entered his appearance in said cause and was present and represented by and through the county attorney office in that Fred A. Fulgham, assistant county attorney, appeared for said defendant. All parties announcing ready for trial, the Court proceeded to hear the evidence of witnesses arguments of counsel. And the Court being fully advised, on consideration finds:

That the plaintiff has sustained the allegations of its bill of complaint and is entitled to have the taxes on the following described property reduced accordingly.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the defendant Joe T. Parkinson, Treasurer of Tulsa County, Oklahoma, be required to reduce the valuation of

The West Fifty-eight (58) Feet of Lot Four (4), in Block One Hundred and Seven (107), Original Town, now City of Tulsa, Tulsa County, Oklahoma, according to the official plat thereof;

to the following amounts:

For the years 1930, 1931, 1932, 1933, and 1934 to \$22,630.00;

and that the penalties as assessed against said above described property for the years 1936, both inclusive, be stricken, and that said penalties covering the above valuation placed by this order on said property shall start to run from the date of this order, and the costs of this action shall be assessed against the plaintiff herein.

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

O.K. HOLLY ANDERSON, COUNTY ATTORNEY,
By FRED A. FULGHUM
Attorney for Joe T. Parkinson,
Treasurer of Tulsa County, Oklahoma.

ENDORSED: Filed Dec 17 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to December 21, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, DECEMBER 21, 1936

Court convened pursuant to adjournment, Monday, December 21, 1936.

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

Credit Alliance Corporation, a corporation, et al.,	) Plaintiffs,)	
vs.	)	No. 636 Equity. ✓
Beckett Company, Inc., a corporation, et al.,	) Defendants.)	

ORDER APPOINTING RECEIVER IN AID OF EXECUTION AND TO COLLECT PROPERTY
FOR SATISFACTION OF JUDGMENT.

This cause coming on for hearing this 21st day of December, 1936, upon the application of The Darby Lynde Company, assignee of the judgment obtained herein by the plaintiff on the 5th day of June, 1936, and it appearing to the Court that execution has been issued turned satisfied only to a small extent, and that dependent upon confirmation of sale held the United States Marshal for the Eastern District of Oklahoma pursuant to levies made by under the general execution issued herein;

And it further appearing to the court that the defendant J. R. Travis probate property, credits and moneys which he is concealing, with a view to avoiding the application of to the satisfaction of the judgment recovered herein against him;

And the court being in all fully advised, finds that a Receiver should be appointed for the said J. R. Travis and his property in aid of execution and for the purpose of applying his property and assets to the satisfaction of the judgment.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED that C. B. Swinney be, and hereby, appointed Receiver of all the property and assets of J. R. Travis, upon his taking to faithfully discharge his duties as such Receiver, and upon his filing herein a good and sufficient bond in the amount of \$10,000.00 conditioned for the faithful performance of his

And it is further ordered that J. R. Travis, and any and all other persons in possession any properties, securities, stocks, bonds, currency, certificates of deposit, checks, bills, accounts, contracts, books, bank exchange, or other evidences of indebtedness or rights of action belonging to J. R. Travis, may be, deliver the same to said Receiver on demand.

It is further ordered that the Receiver shall forthwith upon his qualification give notice of his appointment to various persons deemed by him to be indebted to the defendant J. R. Travis, or who have in their possession any bills, notes, books of account, or other evidences of debt, and that said notice shall be given in writing and shall be served on said persons or debtors, and that from the date of such service the debtor shall stand liable to The D Lynde Company in attachment for the amount of money or credits in their hands or due from them to the defendant in attachment, and shall account therefor to the Receiver.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Dec 21 1936
H. P. Warfield, Clerk
U. S. District Court H

FARM & HOME SAVINGS & LOAN)
ASSN. OF MISSOURI,) Plaintiff,)
) No. 1025 - Equity. ✓
-vs-)
EDNA J. WAKELY, ET AL.,) Defendants.)

Now on this 21st day of December, A. D. 1936, it is ordered by the Court that the motion of Plaintiff to confirm sale herein be and it is hereby sustained. Exceptions and objections of Edna J. Wakely and John D. Wakely are hereby overruled and said sale is ordered affirmed. Exception allowed. (All as per journal entry to be filed)

Court adjourned to December 22, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, DECEMBER 22, 1936

Court convened pursuant to adjournment, Tuesday, December 22, 1936.

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

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

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY, Plaintiff)
vs.) No. 873 Equity
EXCHANGE NATIONAL COMPANY, Defendant.)

ORDER AUTHORIZING SALE OF STOCK

This cause coming on to be heard on this the 22nd day of December, 1936, on verified application of T. P. Farmer, receiver for Exchange National Company to sell 250 of common stock of the Western Creameries, Inc., for \$1.00 per share to Herbert Forrest, and the court having read said application and finding that it has jurisdiction to enter said application and enter an order thereon, and being fully advised in the premises, and that said price above set forth is reasonably commensurate with the value of said stock, said sale should be authorized, and said application should be sustained;

IT IS HEREBY BY THE COURT ORDERED, ADJUDGED AND DECREED that said application and the same is hereby sustained, and T. P. Farmer, Receiver for Exchange National Company he is hereby directed, authorized and empowered forthwith to sell unto Herbert Forrest, Jr. the sum of \$250.00, 250 shares of the common stock of Western Creameries, Inc., and that he is further directed, authorized and empowered to do all other things necessary and proper in fully and effectually to accomplish the letter and spirit of the application and this order.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Dec 23 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY, Plaintiff,)
vs.) No. 873 Equity
EXCHANGE NATIONAL COMPANY, Defendant.)

ORDER CONFIRMING SALE

THIS CAUSE COMING on to be heard on this the 22nd day of December, 1936, it one of the regular court days of this court, on the motion of T. P. Farmer, Receiver for Exchange National Company, for an order approving and confirming the sale conducted by him on the 7 of December, 1936, at 2:00 o'clock P.M., wherein he sold unto Floyd Woods, for the consider of \$2800.00, the following described premises, to-wit:

East Half of Northwest Quarter and East 20 acres of Lot One and Lot Two and Southwest Quarter of Northwest Quarter of Northeast Quarter and West Half of Southwest Quarter of Northeast Quarter of Section 18, Township 4 North, Range 6 East, Pontotoc County, Oklahoma,

and it appearing to the court that the proceedings leading up to said sale have been had things as required by law, and that said sale has been in all things held in compliance laws of the United States, and the rules of this court; and the Court finding that it has dictation to entertain said motion and enter an order thereon, and being fully advised in premises, finds that said motion to approve and confirm said sale should be sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that said motion and the said motion is hereby sustained; and

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that said sale, as fully described in said motion and hereinabove, be, and the same is in all things approved and confirmed; and

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that said T. P. 1 Receiver for Exchange National Company, be, and he is hereby directed, authorized and empowered to make, execute and deliver unto the said purchaser at said sale a good and sufficient conveyance, covering and affecting said lands and that he do all other things necessary and proper in order fully and effectually to accomplish the letter and spirit of the motion and this order.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Dec 23 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to December 30, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, DECEMBER 30, 1936

Court convened pursuant to adjournment, Wednesday, December 30th, 1936.

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.

HOWARD GRAY, as Executor of the Estate)
of Julia S. Pearman, deceased, Plaintiff,)

vs.

No. 877 Equity.

EXCHANGE NATIONAL COMPANY, a corporation, et al, Defendant.

O R D E R

On this 5th day of October, 1936, this came on to be heard the matter of the compensation for J. H. McBirney, Successor Trustee herein, and it appearing to the court that large portion of the assets of said trust have been liquidated, and that compensation of the trustee should be reduced; and it further appearing that Three Hundred Dollars (\$300.00) per

month is reasonable and fair compensation for said Trustee as interim allowances for his services.

NOW, THEREFORE, IT IS ORDERED that the compensation of J. H. McBirney, Succ Trustee, be fixed at Three Hundred Dollars (\$300.00) per month, as interim allowances for said services.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Dec 30 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

HOWARD GRAY, as Executor of the Estate)
of Julia S. Pearman, deceased, Plaintiff,)

vs.

No. 877 Equity ✓

EXCHANGE NATIONAL COMPANY, a cor-
poration, et al, Defendants.

O R D E R

On this 29th day of December, 1936, upon the application of F. A. Bodovitz for temporary allowance of compensation for services performed by him as attorney for the said estate involved in this said action, and it appearing that the said applicant is a duly licensed attorney and has been employed by the Trustee, J. H. McBirney, and has represented said Trustee and said trust estate since the 4th day of December, 1933, and that said applicant has performed and rendered continuous service therefor; and that said applicant has been paid the sum of Five Thousand Five Hundred Dollars (\$7,500.00) as partial payment and on account, for said services performed; and it further appearing that the said Trustee and the Advisory Committee appointed by this Court, have agreed that said Attorney should be paid the additional sum of Five Thousand Dollars (\$5,000.00), as a temporary and interim allowance, and as a payment on account for services performed; and it further appearing that said temporary allowance of Five Thousand Dollars (\$5,000.00) is reasonable, and for other good cause,

IT IS ORDERED that J. H. McBirney, Successor Trustee, to the Exchange National of Tulsa, Oklahoma, be and he is hereby authorized, directed and empowered to pay to F. A. Bodovitz the sum of Five Thousand Dollars (\$5,000.00) from funds of said trust estate, as a temporary and interim allowance on account, for services rendered.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Dec 30 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court convened pursuant to adjournment, Thursday, December 31, 1936.

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

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

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY , Plaintiff,)
vs.) No. 873 Equity
EXCHANGE NATIONAL COMPANY, Defendant.)

ORDER ALLOWING CLAIM

THIS CAUSE COMING on to be heard on this the 31st day of December, 1936, on claim of Oklahoma Tax Commission for the sum of \$1040.00 and for the allowance thereof as preference against the assets of Exchange National Company and said cause having been hereto to-wit: on the 21st day of July, 1936, entered an order allowing said claim, but reserving question as to whether it was a preference, and it appearing to the court that the question of priority or preference thereof has not heretofore been determined, and the court finding it has jurisdiction to enter tain said matter and enter an order thereon, and being fully in the premises, finds that said claim should be determined to be prior to the general claim and should be allowed as a preference against the assets of the Exchange National Company

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said claim of Oklahoma Tax Commission in the sum of \$1040.00 is hereby determined to be a preferred claim said sum against the assets of Exchange National Company.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Dec 31 1936
H. P. Warfield, Clerk
U. S. District Court H

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

RALPH H. FINNEREN, Plaintiff,)
vs.) IN EQUITY NO. 1086
DETROIT LIFE INSURANCE COMPANY, a Michigan)
Corporation, and JOHN C. KETCHAM, and)
JOSEPH E. REAULT, Defendants.)

ORDER AUTHORIZING CONVEYANCE AND TRANSFER OF ASSETS

At a session of said court held in the Federal Building in the City of Tulsa, Oklahoma, on the 31st day of December, 1936, present Franklin E. Kennamer, District Judge.

This cause having come on to be heard on the petition of John A. Reynolds, A Receiver of the Detroit Life Insurance Company, defendant above named, and for an order authorizing him to convey and transfer the real estate and personal property located within the

jurisdiction of this court to The Life Insurance Company of Detroit, in accordance with orders of the District Court of the United States for the Eastern District of Michigan, Division, filed with and made a part of said petition; and the court having examined the orders of the said domiciliary court and having determined that an order should be made giving the said John A. Reynolds, as ancillary receiver, to convey and assign by proper instruments all the real and personal assets of the said Detroit Life Insurance Company; and having examined the report of said John A. Reynolds as ancillary receiver, and having found in all things proper and correct,

IT IS, BY THE COURT, ORDERED that the report of the said ancillary Receiver be and the same hereby is approved and confirmed.

IT IS FURTHER ORDERED that the said John A. Reynolds, Ancillary Receiver, be hereby authorized, empowered and directed to convey and assign, by proper instrument in writing, all real and personal property of the defendant, Detroit Life Insurance Company, in this jurisdiction to The Life Insurance Company of Detroit.

AND IT IS FURTHER ORDERED that when said conveyances and assignments have been executed, the said Ancillary Receiver shall report his acts and doings thereon to this court and upon the approval thereof that, he, together with his bondsmen, be forthwith relieved and discharged of further liability in the premises.

F. E. KENNAMER
DISTRICT JUDGE.

ENDORSED: Filed Dec 31 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

United States of America, Complainant,)
)
vs.) No. 1104 Equity.
)
A. S. Sands and the First National Bank)
in Pawhuska, Oklahoma, Respondents.)

PETITION FOR ALLOWANCE OF APPEAL

Comes now the above named complainant, United States of America, by C. E. Bailey, United States Attorney, and Joe W. Howard, Assistant United States Attorney for the Northern District of Oklahoma, acting under authority of the Attorney General of the United States at the request of the Secretary of the Interior of the United States, and feeling itself aggrieved by the journal entry of judgment and decree rendered by the court in the above case on October 7, 1936, does hereby appeal from said journal entry of judgment and decree to the United States Circuit Court of Appeals for the Tenth Circuit, for the reasons set forth in assignments of error herein.

THEREFORE, said complainant, United States of America, prays that an appeal in the above entitled cause be duly allowed.

C. E. BAILEY United States Attorney
JOE W. HOWARD, Assistant U. S. Attorney

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA THURSDAY, DECEMBER 31, 1936

The above and foregoing Petition for Allowance of Appeal is hereby duly all
this 31st day of December, 19__.

F. E. KENNAMER
Judge, Northern District of Oklahoma.

ENDORSED: Filed Dec 31 1936
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned to January 4, 1937.

REGULAR JANUARY 1937 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, JANUARY 4, 1937

Court convened pursuant to adjournment, Monday, January 4, 1937.

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 NORTHERN DISTRICT OF OKLAHOMA.

State of Ohio, ex rel S. H. Squire, Superintendent of Banks of the State of Ohio, in charge of the liquidation of The Guardian Trust Company, a corporation, Cleveland, Ohio,)	
)	
)	
)	
)	
	)	No. 1065 - E
	)	IN EQUITY.
-vs-)	
)	
Loffland Brothers Company, a cor- poration,)	
)	
)	
)	
)	
	)	Defendant.

ORDER PERMITTING WITHDRAWAL OF MOTION TO STRIKE.

Now on this the 4th day of January, 1937, there comes on for hearing the mo
of the plaintiff, State of Ohio, ex rel S. H. Squire, Superintendent of Banks of the State
for an order of this court permitting the plaintiff to withdraw the motion which plaintiff
herein on April 6, 1936, to require the defendant to strike from its answer certain portio
thereof, or for a better statement of the nature of the defenses set forth in said answer
the event the court should deny the motion to strike, and the parties appearing in person
their attorneys and solicitors, and there being no objections to the withdrawing of said
and the court being fully advised in the premises finds that such permission should be gra

IT IS THEREFORE, BY THE COURT, ORDERED that the plaintiff be and it hereby i
ted permission to withdraw said motion instanter.

F. E. KENNAMER
District Judge.

APPROVED: William A. French, special counsel for
Plaintiff

JOE E. CURRAN
Solicitor for Defendant.

ENDORSED: Filed Jan 4 1937
H. P. Warfield, Clerk, U. S. District Court AC
