

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, MAY 1, 1936

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

C. E. Foster, Plaintiff)
vs.) No. 1108 Equity. ✓
Clora E. Lawrence, nee Hill, et al,)
Defendants.)

O R D E R

Now on this 1st day of May, 1936, on application of the United States Attorney for the Northern District of Oklahoma, on behalf of the United States, for an extension of in which to intervene and plead or answer in the above entitled cause, and the Court being fully advised in the premises finds that an extension of 30 days should be granted for such intervention on behalf of the United States.

IT IS THEREFORE ORDERED that the United States Be, and is hereby granted an extension of 30 days from May 6, 1936, in which to intervene and plead or answer in this cause.

O.K. CHESTER A. BREWER Assistant United States Attorney
F. E. KENNAMER JUDGE.

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

Court adjourned to May 4, 1936.

REGULAR MAY 1936 TERM-EQUITY SESSION PAWUSKA, OKLAHOMA MONDAY, MAY 4, 1936

Court convened pursuant to adjournment, Monday, May 4th, 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. 1047 Equity ✓
F. M. Smith and H. J. Smith, her husband, and)
Donald Farrar, Administrator with will annexed,)
of the estate of Wah-te-sah, deceased Allottee)
No. 421, Respondents.)

JOURNAL ENTRY OF JUDGMENT.

Now on this 4th day of May, 1936, this cause came on regularly to be heard in court before Honorable F. E. Kennamer, Judge presiding, and the complainant, the United States

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE TERRITORY
DISTRICT OF OKLAHOMA
REGULAR MAY 1936 TERM-EQUITY SESSION PAWUSKA, OKLAHOMA MONDAY, MAY 4, 1936

appearing by Chester A. Brewer, Assistant United States Attorney for the Northern District of Oklahoma, and it being shown to the Court that the respondents, H. J. Smith and Donald Farrar, Administrator with will annexed, of the estate of Wah-te-sah, deceased Osage Allottee No. 421, have been duly and regularly served with subpoena in equity in this cause more than 60 days prior to this date, and that the respondent, Donald Farrar, as said administrator of the estate of Wah-te-sah, deceased Allottee No. 421, has filed a disclaimer herein, disclaiming any right, interest, estate, equity or lien in and to the property described in the Bill of Complaint herein, and that the respondent, H. J. Smith has failed to answer, plead or demur herein, he is by the Court declared to be in default; and it being further shown to the Court that the respondent, F. M. Smith has entered an appearance and waived the issuance of a chancery subpoena in equity herein, but has failed to answer, demur or otherwise plead in this cause, she is by the Court declared to be in default, and the Court finds that the complainant, the United States, is in its own behalf, and in behalf of John Coshehe, Osage Allottee No. 575, to judgment for the mortgage herein, and to have said property sold at the expiration of six months from the date of this judgment if the indebtedness sued upon is not paid, the proceeds of sale to be applied to the satisfaction of said indebtedness.

The Court further finds that a Receiver should be appointed in this cause, to have the charge of the property involved, collect the rents thereon until the sale hereof, and report the same into this Court to await the further orders of the Court.

IT IS THEREFORE THE JUDGMENT of the Court that the complainant, the United States, in its own behalf, and in behalf of its said ward, do have and recover of and from the respondents, F. M. Smith and H. J. Smith, her husband, the amount found to be due on the first cause of action herein, in the sum of \$878.32, with interest thereon at the rate of 7% per annum from February 20, 1935, until paid, together with unpaid taxes in the sum of \$78.40, with interest thereon, penalties, and for the costs of this action.

IT IS THE FURTHER JUDGMENT of the Court that the complainant, the United States, in its own behalf and in behalf of its said ward, have judgment foreclosing the mortgage in the first cause of action herein, and if the indebtedness herein 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 appraisal, the following described land, to-wit:

Lots Nine (9) and Ten (10), Block Fourteen (14), Prudom Addition to
Pawhuska, 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 complainant in behalf of its said ward the sum of \$878.32, with interest at 7% per annum from February 20, 1935, until paid.
- Third - Payment of unpaid taxes on the mortgaged property.
- Fourth - The residue, if any, to be paid into this court to await the further orders of the Court.

and that after the sale of said property the respondents, F. M. Smith, H. J. Smith and Donald Farrar, Administrator with will annexed, of the estate of Wah-te-sah, deceased Osage Allottee No. 421, and all persons claiming under them since the commencement of this suit, be, and they are forever barred from claiming any right, title, interest, estate or equity in or to the land in above described, or any part thereof.

The Court further finds that the complainant, the United States, in its own behalf and in behalf of its said ward, John Co-she-he, Osage Allottee No. 575, is entitled to judgment for the mortgage involved in its second cause of action, and to have the mortgaged property sold at the expiration of six months from date of this judgment if the indebtedness sued upon is not paid, the proceeds of sale to be applied to the satisfaction of said indebtedness.

42

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
REGULAR MAY 1936 TERM-EQUITY SESSION PAWUSKA, OKLAHOMA MONDAY, MAY 4, 1936

The Court further finds that a Receiver should be appointed in this cause, charge of the property involved, collect the rents thereon until the sale thereof, and report same into this court to await the further orders of the Court.

IT IS THEREFORE THE JUDGMENT of the Court that the complainant, the United States, in its own behalf and in behalf of its said ward, do have and recover of and from respondents, F. M. Smith and H. J. Smith, her husband, the amount found to be due on the second cause of action herein, in the sum of \$878.32, with interest thereon at the rate of 7% per annum from February 20, 1935, until paid, together with unpaid taxes in the sum of \$54.12, with interest and penalties, and for costs of this action.

IT IS THE FURTHER JUDGMENT of the Court that the complainant, the United States in its own behalf and in behalf of its said ward, have judgment foreclosing the mortgage on property involved in its second cause of action, and if the indebtedness sued upon in said second cause of action 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 appraisement, the following described land, to-wit:

Lots Thirteen (13) and Fourteen (14), Block Fourteen (14)
Prudom Addition to Pawhuska, Osage County, Oklahoma,

the process of sale to be applied as follows:

- First - To payment of costs of sale and this suit.
- Second - Payment to complainant in behalf of its said ward the sum of \$878.32, with interest at 7% per annum from February 20, 1935, until paid.
- Third - To payment of unpaid taxes on the mortgaged property.
- Fourth - The residue, if any, to be paid into this Court to await the further orders of the Court,

and after the sale of said property the respondents, F. M. Smith and H. J. Smith, her husband and Donald Farrar, Administrator with will annexed, of the estate of Wah-te-sah, deceased (Allottee No. 421, and all persons claiming under them since the commencement of this suit, and they are forever barred from claiming any right, title, interest, estate or equity in the land hereinabove described, or any part thereof.

IT IS THE FURTHER ORDER of the Court that W. H. Rudrauff be, and he is hereby appointed Receiver to take charge of the property involved in the first and second causes of action herein, 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 notes and mortgages involved in this cause be merged in the judgment herein.

F. E. KENNAMER
JUDGE.

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

ENDORSED: Filed May 4 1936
H. P. Warfield, Clerk
U. S. District Court H

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

United States, Complainant,)
)
vs.)
) No. 1079 Equity)
J. H. Edmundson and Irene Edmundson,)
) Respondents.)

JOURNAL ENTRY OF JUDGMENT

Now on this 4th day of May, 1936, this cause came on regularly to be heard in court before Honorable F. E. Kennamer, Judge presiding, and the complainant, the United States being represented by Chester A. Brewer, Assistant United States attorney for the Northern District of Oklahoma, and it being shown to the Court that the respondents, J. H. Edmundson and Irene Edmundson, his wife, have been properly served with subpoena in equity in this cause more than thirty days prior to this date, and that neither of said respondents has appeared, answered or otherwise pleaded herein, they are by the Court declared to be in default, and the Court finds that the complainant, the United States, is entitled to judgment as prayed in its Bill of Complaint.

IT IS THEREFORE THE ORDER AND JUDGMENT of the Court that the complainant, the United States, in its own behalf and in behalf of Mary Brave, restricted Osage Allottee and assignee of the mortgage involved herein, do have and recover of and from J. H. Edmundson and Irene Edmundson, his wife, and each of them, the sum of \$3,307.62, with interest at the rate of 7% per annum from July 11, 1935, until paid, together with unpaid ad valorem taxes in the sum of \$53, with interest and penalties, and paving taxes in the sum of \$484.16, with interest and penalties, and costs of this action.

IT IS FURTHER ORDERED that the mortgage herein be foreclosed and the property involved be sold at the expiration of six months from date of this judgment if the indebtedness upon is not paid, the proceeds of sale to be applied to the satisfaction of said indebtedness if said respondents fail to pay said indebtedness within 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 appraisal, the land described in said mortgage, as follows, to-wit:

Lot Seven (7), and the West Twelve and one-half (12- $\frac{1}{2}$) feet of Lot Eight, Block Seventeen (17), original townsite of Pawhuska, Osage County, Oklahoma,

the proceeds of said sale to be applied as follows:

- First - To the cost of sale and this suit.
- Second - To the payment of said indebtedness in the sum of \$4,307.62, with interest at 7% per annum from July 11, 1935, until paid.
- Third - To the payment of delinquent taxes in the total sum of \$848.69, 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 land under this judgment, the respondents, J. H. Edmundson and Irene Edmundson, his wife, and all persons claiming under them since the commencement of this suit, be, and they are forever barred from claiming right, title, interest or equity in or to said land, or any part thereof.

IT IS FURTHER ORDERED that W. H. Rudrauff be, and he hereby is 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.

144

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA
REGULAR MAY 1936 TERM-EQUITY SESSION PAWHUSKA, OKLAHOMA MONDAY, MAY 4, 1936

IT IS FURTHER ORDERED that the original note and mortgage involved in this be merged in this judgment.

F. E. KENNER
JUDGE.

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

ENDORSED: Filed May 4 1936
H. P. Warfield, Clerk
U. S. District Court H

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

United States, Complainant,)
)
vs.)
) No. 1082 Equity
C. H. Myers, Katherine Myers, (sometimes)
known as Catherine Myers) and Elaborated)
Ready Roofing Company, Respondents.)

JOURNAL ENTRY OF JUDGMENT

Now on this 4th day of May, 1936, this cause came on regularly to be heard open court before Honorable F. E. Kenner, Judge presiding, and the complainant, the United States, being represented by Chester A. Brewer, Assistant United States Attorney for the Northern District of Oklahoma; and it appearing that the respondents, C. H. Myers and Katherine Myers, times known as Catherine Myers, his wife, have each been served with subpoena in equity in cause more than 60 days prior to this date, and that neither of said respondents has answered demurrer or otherwise pleaded herein, they are by the Court declared to be in default. And further appearing that the respondent, Elaborated Ready Roofing Company, has not been served subpoena in equity in this cause, the Court finds that said cause should be dismissed as to respondent.

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

IT IS THEREFORE THE ORDER AND JUDGMENT of the Court that the complainant, the United States, in its own behalf and in behalf of Charles W. McCarty, restricted Osage Allotment No. 2168, do have and recover of and from the respondents, C. H. Myers and Katherine Myers, times known as Catherine Myers, and each of them, the sum of \$1,908.41, with interest at the rate of 7% per annum from December 5, 1935, until paid, together with ad valorem taxes in the sum of \$211.60, with interest and penalties, and paving taxes in the sum of \$146.99, with interest and penalties, and for all costs of this suit. That the mortgage herein foreclose the mortgaged property sold at the expiration of six months from date of this judgment if said indebtedness is not paid, the proceeds of such sale to be applied to the satisfaction of said indebtedness.

IT IS FURTHER ORDERED that if said respondents fail to pay said indebtedness in 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, out appraisement, the land described in said mortgage, as follows, to-wit:

Lot Eighteen and East Half of Lot Seventeen, Block Nine, Red Eagle
Addition to Bigheart, Now Barnsdall, Osage County, Oklahoma,

the proceeds of said sale to be applied as follows:

- First - To the cost of said sale and this suit.
- Second- To the payment of said indebtedness in the sum of \$1,908.41, with interest at 7% per annum from December 5, 1935, until paid.
- Third - To the payment of delinquent taxes in the sum of \$357.59, 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 THE FURTHER ORDER of the Court that this cause be, and the same hereby dismissed as to the respondent, Elaborated Ready Roofing Company.

IT IS FURTHER ORDERED that from and after the sale of said property under judgment, the respondents, C. H. Myers, and Katherine Myers, sometimes known as Catherine and all persons claiming under them since the commencement of this suit, be, and they are barred from claiming any right, title, interest or equity in or to said land, or any part thereof.

IT IS FURTHER ORDERED that W. H. Rudrauff, be, and he is hereby appointed Receiver in this cause, to take charge of the property involved, collect the rents thereon until the same are paid, 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 cause be merged in this judgment.

F. E. KENNAMER
JUDGE.

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

ENDORSED: Filed May 4 1936
H. P. Warfield, Clerk
U. S. District Court H

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

United States,	Complainant,)	
)	
vs.		)	No. 1099 Equity ✓
)	
The Hominy Country Club, a Corporation,)	
	Defendant.)	

JOURNAL ENTRY OF JUDGMENT

Now on this 4th day of May, 1936, this cause came on to be heard in open court before the Honorable F. E. Kennamer, Judge presiding, and the complainant, the United States, being by Chester A. Brewer, Assistant United States Attorney for the Northern District of Oklahoma and it being shown to the Court that the respondent, The Hominy Country Club, a corporation been regularly served with subpoena in equity in this cause more than 60 days prior to this and that said respondent has failed to answer, demur or otherwise plead herein, and has not execution of the instruments sued upon, said respondent is by the Court declared to be in default.

340
4

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA
REGULAR MAY 1936 TERM-EQUITY SESSION PAWBUSSKA, OKLAHOMA MONDAY, MAY 4, 1936

and the Court finds that complainant, the United States, is entitled to judgment as prayed in the Bill of Complaint herein.

IT IS THEREFORE THE ORDER AND JUDGMENT of the Court that the complainant, United States, in its own behalf and in behalf of its ward, Lo-tah-sah, Osage Allottee, do have and recover of and from the respondent, The Hominy Country Club, a corporation, in the first and second cause of action the sum of \$2,250.00 with interest thereon at the rate of 7% per annum from August 6, 1934, until paid, together with taxes in the sum of \$32.63, with interest and penalties, and for all costs of this action.

IT IS FURTHER ORDERED that the mortgage involved herein be foreclosed and the mortgaged property sold at the expiration of six months from date of this judgment if the indebtedness sued upon is not paid, the proceeds of sale to be applied to the satisfaction of said indebtedness, and if said respondent fails to pay said indebtedness within 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 sell, without appraisal, the land described in said mortgage, as follows, to-wit:

North Half of Northeast Quarter of Section Thirty-six, Township Twenty-three North, Range Eight East, Osage County, Oklahoma,

the proceeds of said sale to be applied as follows:

- First - To the cost of sale and this suit.
- Second - To the payment of said indebtedness in the sum of \$2,250.00, with interest at 7% per annum from August 6, 1934, until paid.
- Third - To the payment of delinquent taxes in the sum of \$32.63, 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 respondent, The Hominy Country Club, a corporation, and all persons claiming an interest in said property since the commencement of this suit, be, and they are forever barred from claiming any title, interest or equity in or to said property, or any part thereof.

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

IT IS FURTHER ORDERED that the original notes and mortgage involved in this case be merged in this judgment.

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

F. E. KENNAMER
JUDGE.

ENDORSED: Filed May 4 1936
H. P. Warfield, Clerk
U. S. District Court H

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, MAY 5, 1936

JEROME G. QUEENAN, REC. of The)
1st National Bank of Ponca City,)
Plaintiff,) No. 1077 - Equity.
-vs-)
C. O. JOHNSON,)
Defendant.)

Now on this 5th day of May, A. D. 1936, it is ordered by the Court, upon the statements of J. I. Howard, that the above case be passed temporarily pending settlement.

UNITED STATES OF AMERICA,)
Plaintiff,)
-vs-) No. 1081 - Equity.
THE UNKNOWN HEIRS, EXECUTORS, ETC. of)
W. T. WHITAKER, deceased, et al,)
Defendants.)

Now on this 5th day of May, A. D. 1936, the above cause comes on for trial. Thereafter, statements of Mr. Brewer are heard by the Court. And thereafter, it is ordered by the Court after being fully advised in the premises, that Decree for Plaintiff be entered. Exhibits introduced in evidence herein. All as per journal entry to be filed.

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

United States,)
Complainant,)
vs.)
The unknown heirs, executors, administrators,)
trustees and assigns, immediate and remote, of W.)
T. Whitaker, deceased; James E. Whitaker, William)
J. Whitaker, Emma D. Collipriest, Maggie D. Lawson,)
Charles J. Whitaker, Ella O. Barnes, Claude Whitaker,) No. 1081 Equity
Clarence Whitaker, Edna Mae Whitaker, James)
Ellis Whitaker, Fleeta Ellois Whitaker, William)
Thomas Whitaker, Lois Mae Whitaker, George Edward)
Whitaker, Georgia Elizabeth Whitaker, Myrtle Lorine)
Whitaker, Gertrude Collipriest, Helen Collipriest,)
Fay Collipriest, Fern Collipriest, James Colli-)
priest, Byron Lawson and John C. Whitaker, if)
living, or if dead, their unknown heirs, executors,)
administrators, trustees, devisees and assigns,)
immediate and remote,)
Respondents.)

JOURNAL ENTRY OF JUDGMENT

Now on this 5th day of May, 1936, this cause came on regularly to be heard in court before Honorable F. E. Kennamer, Judge presiding, and complainant being represented by Chester A. Brewer, Assistant United States Attorney for the Northern District of Oklahoma, having announced ready for trial, and it being shown to the Court that the respondents here were served with proper publication notice more than 60 days prior to this date, and that none of said respondents has appeared, answered or demurred herein, they are by the Court declared to be in default; and the Court having heard the evidence of complainant, and being advised in the premises, finds that complainant is entitled to judgment as prayed in the Bill of Complaint in.

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

Mollie Davis, nee Jones, Creek Roll)
No. 7721, Plaintiff,)
vs.)
F. F. Rudy and Eliza Rudy, Defendants.) No. 1097 Equity
United States, Intervener.)

JOURNAL ENTRY OF JUDGMENT

Now on this 5th day of May, 1936, this cause came on to be heard in open court before Honorable F. E. Kennamer, Judge presiding, and the United States, intervener in said cause on behalf of the plaintiff, Mollie Davis, nee Jones, restricted Creek Allottee No. 7721, represented by Chester A. Brewer, Assistant United States Attorney for the Northern District of Oklahoma, and it appearing to the Court that said cause was originally filed in the District Court of Tulsa County, Oklahoma, and on petition of the United States, under the provision of the Act of Congress of April 12, 1926, removed to the United States District Court for the Northern District of Oklahoma, and filed on the equity docket under No. 1097, and it further appearing to the Court that the defendants, F. F. Rudy and Eliza Rudy have each been regularly served with summons in said District Court of Tulsa County, Oklahoma, more than 60 days prior to this date, and that each of said defendants has failed to answer, demur or otherwise plead to said cause, they are by the Court declared to be in default, and the Court finds that the United States on behalf of the plaintiff, Mollie Davis, nee Jones, Creek Allottee No. 7721, is entitled to judgment as prayed in plaintiff's petition filed in said District Court of Tulsa County, Oklahoma.

IT IS THEREFORE THE ORDER AND JUDGMENT of the Court that the United States, intervener on behalf of the plaintiff, Mollie Davis, nee Jones, restricted Creek Allottee No. 7721, have and recover of and from the defendants, F. F. Rudy and Eliza Rudy, and each of them, the sum of \$3,700.00, with interest thereon at the rate of 10% per annum from September 1, 1932, until paid, for abstract fee in the sum of \$5.00, insurance premiums totalling \$33.68, and for a share of the costs of this suit. That the mortgage herein beforeclosed and the property involved sold at the expiration of six months from date of this judgment if said judgment is not paid, the proceeds of such sale to be applied to the satisfaction of said indebtedness.

IT IS FURTHER ORDERED that said respondents fail to pay said indebtedness within 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 appraisal, the property described in said mortgage, as follows, to-wit:

Lot Two (2), Block Six (6), in Foulder-Pomeroy Addition to the City of Tulsa, Tulsa County, Oklahoma,

the proceeds of said sale to be applied as follows:

- First - To payment of cost of sale and this suit.
- Second - To payment of said indebtedness in the sum of \$3,700.00, with interest at 10% per annum from September 1, 1932, until paid.
- Third - insurance premiums \$33.68, To the payment of abstract fee in the sum of \$5.00.
- Fourth - The residue, if any there be, 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 the terms of this judgment, the defendants, F. F. Rudy and Eliza Rudy, 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.

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, MAY 5, 1936

IT IS FURTHER ORDERED that Jno. P. Logan, United States Marshal for the Northern District of Oklahoma, be, and he hereby is appointed Receiver in this cause, to take charge of the property involved, collect the rents thereon until the sale thereof, and report same to this Court to await the further orders of the Court.

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

F. E. KENNAMER
JUDGE.

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

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

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

United States,	Complainant,)	
)	
vs.	)	No. 1101 - Equity.
)	
E. K. Reed,	Respondent.)	

ORDER OF DISMISSAL

Now on this 5th day of May, 1936, this matter coming on to be heard in open court and it appearing to the Court that the purpose for which said action was instituted has been satisfied by the above named respondent vacating the premises involved, and delivering up possession of same to the Superintendent of the Pawnee Indian Agency;

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 May 5 1936
H. P. Warfield, Clerk
U. S. District Court

Court adjourned to May 6, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, MAY 6, 1936

Court convened pursuant to adjournment, Wednesday, May 6th, 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 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 MORTGAGE

THIS CAUSE COMING on to be heard on this the 6th day of May, 1936, on the motion of Rex Watkinson, Receiver for Exchange National Company, for an order directing, authorizing and empowering him to make execute and deliver a release of that certain mortgage executed by C. B. Baker and Mary N. Baker, his wife, to Exchange Trust Company, and then assigned to Exchange National Company, dated August 29th, 1924, in the principal sum of \$1000. covering the following described premises:

Southwest 10 acres of Lot 1 and all of Lot 2 in Section
6 Township 22 North, Range 20 East, Mayes County, Oklahoma

and
the court having read said application and being fully advised in premises, and finding it has jurisdiction to entertain said application and enter an order thereon, finds that said motion should be sustained.

IT IS THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said application should be sustained, and the said Rex Watkinson, be and he is hereby directed, authorized and empowered to make, execute and deliver unto S. W. Armstrong a good and sufficient release above described mortgage and 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 May 6 1936
H. P. Warfield, Clerk
U. S. District Court M.E.

JAMES P. RATIGAN, Plaintiff,)
-vs-) No. 881 - Equity.
DECKARD SUPPLY CO., ET AL, Defendants.)

Now on this 6th day of May, A. D. 1936, the above styled case is called for trial. Both sides present and announce ready for trial. All witnesses are sworn in open court and opening statements of counsel are made. The Plaintiff introduces evidence and proof with the following witness: William A. Doble. And thereafter, the hour for adjournment having arrived, court is adjourned to 9:30 o'clock A.M., May 7, 1936.

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

H. C. COLVIN, TRUSTEE, Plaintiff,)
vs.) No. 957 Equity
J. E. CROSBIE, ET AL., Defendants.)

ORDER GRANTING ALLOWANCE TO AUDITOR.

THIS CAUSE COMING on to be heard on this the 6th day of April, 1936, on the application of John J. O'Brien, for an order authorizing H. C. Colvin, Trustee in Bankruptcy, to pay unto him an additional \$750.00 on account for services rendered in making an audit of the books and records of J. E. Crosbie, insofar as the same related to the issues involved in this case and the Court having read said application, and having heard evidence in support thereof, being well and truly advised in the premises, finds that said application should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that said application be, and the same is hereby sustained, and the said H. C. Colvin, Trustee in Bankruptcy, be and he is hereby directed to withdraw from funds in his hands said Trustee, the sum of \$750.00 that the same be paid unto John J. O'Brien on account for services rendered as auditor hereof and that said allowance so made shall be without prejudice to any subsequent determination as to the cost of said audit shall be paid by plaintiff or defendant.

F. E. KENNAMER
United States District Judge.

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

IN THE UNITED STATES COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

I. D. MAVS, as ADMINISTRATOR OF THE)
ESTATE OF JOSEPH MAVS, DECEASED, COMPLAINANT,)
vs.) No. 988 Equity
SAM F. WILKINSON AS SUCCESSOR TO J. G.)
HUGHES, RECEIVER OF THE FIRST NATIONAL)
BANK OF BRISTOW, OKLAHOMA, A NATIONAL)
BANKING ASSOCIATION, ET AL., RESPONDENTS.)

ORDER EXTENDING TIME TO PREPARE AND FILE RECORD

Now on this 28 day of April, 1936, upon the application of the Board of Court Commissioners of Creek County, Oklahoma, and Chayn Ray, County Treasurer of Creek County, Oklahoma, and Sam F. Wilkinson, as successor to J. G. Hughes, Receiver of The First National Bank of Bristow, Oklahoma, a national banking association, and The First National Bank of Bristow, Oklahoma, present their application for appeal in the above entitled cause and the same having been allowed and the court having heretofore on the 14th day of February, 1936, granted an extension of time to prepare and file record, which extension expires May 14, 1936; the court hereby finds that the time allowed by the statute and rules of the United States Circuit Court of Appeals for the Ninth Circuit, to prepare, print and file record in the above cause in the said Court of Appeals is sufficient and that there should be granted a further extension of time within which to pre

print and file said record and the Clerk of this Court should be granted an additional ex of thirty days' time within which to make, return of said transcript to said Court of app

IT IS THEREFORE ordered and decreed that the Board of County Commissioners Creek County, Oklahoma, and Ghayn Ray, County Treasurer of Creek County, Oklahoma, Sam F. kinson as successor to J. G. Hughes, Receiver of the First National Bank of Bristow, Okla a national banking association, organized under the laws of the United States of America, said The First National Bank of Bristow, Oklahoma, have and by this decree are granted th days from May 14, 1936, within which to prepare, print and serve and file the record of a in said above entitled cause and the Clerk hereby is granted the same time within which t a return of the transcript of said record.

EDGAR S. VAUGHT
Assigned United States Judge for the Northern
District of Oklahoma

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

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

ROCK-OLA MANUFACTURING CO., a
corporation,)
Plaintiff,)
-vs-)
WILLIAM E. CALLISON, T. J. DEAN,
doing business as the DEAN NOVELTY
COMPANY, and J. H. WENDT,)
Defendants.)

No. 995 In Equity.

ORDER OF DISMISSAL

On this 6th day of May, 1936, in open court, the plaintiff, Rock-Old Manufa Co., a corporation, moves to dismiss its bill and suit herein, and the defendant, William E. son, moves to dismiss his cross-petition and counterclaim herein, and upon consideration t

IT IS ORDERED that the suit of the plaintiff and the counterclaim of the de William E. Callison, be and the same are discontinued and dismissed without cost to either ty as against the other.

F. E. KENNAMER
Judge.

O.K. MILSTEN & MILSTEN
EBEN L. TAYLOR
Attorneys for Plaintiff.

WEST D. DAVIDSON
Attorney for Defendant, William E. Callison

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

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

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

Bartlett Mortgage Company, a corporation, Complainant)
vs.) No. 1002 - Equity. ✓
Leo Dohogne, et al., Respondents.)

ORDER DISMISSING WITHOUT PREJUDICE

Now on this the 7th day of May, 1936, pursuant to assignment came on to be the application of complainant herein to dismiss this cause without prejudice, and the court being advised in the premises finds that such order should be made;

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that said cause and the same is hereby dismissed without prejudice.

Done at Tulsa, Oklahoma, this 7th day of May, 1936.

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

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

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

Pinger Steel and Metal Corporation, a corporation, Plaintiff,)
vs.)
Tulsa Steel Corporation, a corporation, Defendant.) NO. 1014 Equity Consolidated. ✓
and)
Sheffield Steel Corporation a corporation, Plaintiff.)
vs.)
Tulsa Steel Corporation, a corporation, Defendant.)

O R D E R

Now on this 23rd day of April, 1936 comes on for hearing the following applications for allowances of fees, to-wit:

Application of T. H. Steffens for acting as Receiver of the Tulsa Steel Corporation;

Application of Coakley & McDermott and Milsten & Milsten, attorneys, for se

rendered in the procurement of appointment of receiver;

Application of Saul A. Yager for representing the Receiver before the Special Master and before the Court in opposition to the claim of Oklahoma Power & Water Company;

Application of Marvin T. Johnson for services rendered in representing the Steel Corporation before the Special Master and this Court, in representing the receiver in opposition to the claim of the Sheffield Steel Corporation and for services rendered in opposition to the claim of Stuart T. Lynch, as administrator of the Estate of Herbert Hales; and

Application of E. J. Doerner for services rendered in representing the Receiver

And each of said applicants appearing in person, by and through their attorneys Howell E. Hayes; Chas. W. Kelley, Wm. Sullivan and Melvin Wiser appearing by their attorneys W. Wortman; creditors Linde Air Products Company, Hickman Williams & Company and Electrical Sales Corporation appearing by their attorney W. I. Williams; F. Kamen, doing business as Kamen Iron and Metal Company, appearing by his attorney, C. A. Coakley, and the court having heard the testimony and the statement of the various parties as to the amount, kind and character of services performed, announces that it takes said applications under advisement; and the court had said applications under advisement until this 24th day of April, 1936 finds that the application of Milsten & Milsten and Coakley & McDermott for fee should be sustained and that they be allowed a fee of \$450.00;

The court further finds that the application of T. H. Steffens for services as receiver should be sustained and finds that he should be allowed an additional fee of \$1800.00.

The court further finds that the application of Marvin T. Johnson for services rendered in representing the Tulsa Steel Corporation before the Special Master and this Court in representing the Receiver in opposition to the claim of the Sheffield Steel Corporation and for services rendered in opposition to the claim of Stuart T. Lynch, as Administrator of the Estate of Herbert Hales should be sustained and finds that he should be allowed an additional fee in the amount of \$1500.00;

The court further finds that the application of Saul A. Yager for representing the Receiver before the Special Master and before the Court in opposition to the claim of Oklahoma Power & Water Company should be sustained and that he should be allowed a fee of \$250.00;

The court further finds that the application of E. J. Doerner for services rendered in representing the Receiver should be sustained and that he should be allowed an additional fee of \$2,500.00;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the application of the various parties aforesaid be and the same are hereby sustained.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Messrs. Milsten & Milsten and Coakley and McDermott be and they are hereby allowed the total sum of \$450.00 for services rendered in the procurement of the appointment of the Receiver, and the receiver be and he is hereby directed and authorized to pay to said Milsten & Milsten and Coakley & McDermott said sum of \$450.00 and take proper credit therefor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that T. H. Steffens be and he is hereby allowed the additional sum of \$1800.00 for services as receiver in the above entitled matter hereby directed, ordered and authorized to pay unto himself an additional sum of \$1800.00, and take proper credit therefor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Saul A. Yager be and he is hereby allowed the sum of \$250.00 for representing the receiver in opposition to the claim of the Oklahoma Power & Water Company and that the receiver be and he is hereby ordered, directed and authorized to pay to said Saul A. Yager said sum of \$250.00 and take proper credit therefor.

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, MAY 8, 1936

Court convened pursuant to adjournment, Friday, May 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 OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OKLAHOMA.

JOHN G. CATLETT,	Plaintiff,)	
)	
-vs-		)	No. 738 Equity. ✓
)	
GEO. D. HOPE LUMBER COMPANY,	Defendant.)	

O R D E R

Now on this 8th day of May, 1936, it appearing to the Court that an order was by this Court on the 26th day of November, 1935, allowing the receiver in this cause the \$250.00 for fees and services rendered herein but that, by mistake, the written order show sum of \$150.00 allowed instead of \$250.00.

IT IS THEREFORE ORDERED that the order of November 26, 1935, be amended according to show the sum of \$250.00 as the amount allowed said receiver instead of the \$150.00 as shown.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed May 8 1936
H. P. Warfield, Clerk
U. S. District Court ME

JAMES P. RATIGAN,	Plaintiff,)	
)	
-vs-		)	No. 881 - Equity. ✓
)	
DECKARD SUPPLY CO. ET AL,	Defendants.)	

Now on this 8th day of May, A. D. 1936, at 9:30 o'clock A.M., court is again in session. All parties present as heretofore shown. Now at this time Depositions of H. C. Geor admitted in evidence, having been read and considered by the Court. And thereafter, objection to admission herein are overruled by the Court and exceptions allowed. Defendants rest. Thereafter, the Plaintiff offers in rebuttal further testimony of witness William A. Dobi thereafter, the Plaintiff rests. Both sides rest. Closing arguments of counsel for Plaintiff are made. And thereafter, the noon hour having arrived, court is recessed to 1:30 o'clock

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 closing argument of counsel for Defendants are made. And thereafter, it is ordered by the Court, after being fully advised herein, that Plaintiff's Exhibits 6, 7 and 8 to be infringement upon patents of Exhibit 2A being the Reimproved device. It is further ordered by the Court that Exhibit 9 is not an infringement of Plaintiff's Prout patent. It is the further order of the Court that Defendants' Grip is an infringement of Plaintiff's exhibited Grip. No other infringement found upon Plaintiff's patents in suit. as per journal entry to be filed herein.

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, MAY 8, 1936

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

REX WATKINSON, Receiver of the)
Exchange National Company) Plaintiff)
vs.) No. 1061 In Equity. ✓
ROBERT E. ADAMS, et al.,)
Defendants.)

ORDER AUTHORIZING PLAINTIFF TO DETACH AND WITHDRAW EXHIBITS B AND
C ATTACHED TO THE AMENDED PETITION AND TO ATTACH SAME
TO PETITION IN ANOTHER ACTION

This cause coming on for hearing before me, F. E. Kennamer, Judge of the sa
on the application of the plaintiff for an order of this court authorizing the plaintiff t
his attorneys to detach Exhibits B and C from the amended petition filed herein and to wit
the same and to attach the same to the petition in the proposed action to be filed herein;

And it appearing to the court that said Exhibits B and C are attached to the
petition and are voluminous, and plaintiffs in the interest of economy and labor should be
tted to detach and withdraw said Exhibits B and C and to attach them to a petition in a pr
action to be filed in this court, and it further appearing to the court that it is within
templation of the plaintiff that this cause is to be dismissed without prejudice and a new
instituted;

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED By the Court the
plaintiff be permitted to detach and withdraw Exhibits B and C from the amended petition fi
herein and to attach the same to the petition which plaintiff contemplates filing in a new

DONE in open court this 8th day of May, 1936.

F. E. KENNAMER
JUDGE

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

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

REX WATKINSON, Receiver of the)
Exchange National Company,) Plaintiff,)
vs.) No. 1061 In Equity. ✓
ROBERT E. ADAMS, et al.,)
Defendants.)

ORDER DISMISSING CAUSE WITHOUT PREJUDICE

It appearing to the court that plaintiff has filed a dismissal herein, witho
judice, and that this cause should be dismissed without prejudice at the cost of the plaint

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court tha
cause be and the same is hereby dismissed without prejudice, at the cost of the plaintiff.

III.

That defendants, Deckard Supply Company, a corporation, and Charles L. Deck doing business under the name and style of Deckard Manufacturing Company, have not infringed claims 1, 2, 3 and/or 4 of Letters Patent 1,582,224; that defendants have infringed claims 2, 3, 4 and 10 of Letters Patent 1,720,056 by the manufacture and sale of devices exemplified by plaintiff's exhibits 6, 7, 8 and 8A; that defendants have not infringed claim 1 of Letters Patent 1,873,326; that defendants have infringed claims 7, 8, 12 and 16 of Letters Patent Re 16,490 by the manufacture and sale of devices exemplified by plaintiff's exhibits 13 and 13A; and defendants have thereby violated the rights of plaintiff under said Letters Patent 1,720,056 and Re 16,490.

IV.

That a writ of permanent injunction issue forthwith under the seal of this court enjoining and restraining defendants, Deckard Supply Company, a corporation, and Charles L. Deck, doing business under the name and style of Deckard Manufacturing Company, their officers, agents, servants, workmen, and privies, from infringing said Letters Patent 1,720,056 by manufacturing, selling and/or using devices exemplified by plaintiff's exhibits 6, 7, 8 and 8A, or coming within the scope of claims 1, 2, 3, 4 and/or 10 of said Letters Patent, and from aiding, abetting, or in any way contributing to the infringement of said Letters Patent; and from infringing said Letters Patent Re 16,490 by manufacturing, selling and/or using devices of the character exemplified by plaintiff's exhibits 13 and 13A, or coming within the scope of claims 7, 8, 12 or 16 of said Letters Patent, and from aiding or abetting or in any way contributing to the infringement of said Letters Patent.

V.

That plaintiff and defendants having agreed upon the sum of \$1240.00 as the amount of plaintiff's damages and defendants' profits by reason of defendants' infringement of said Letters Patent Nos. 1,720,056 and Re 16,490 as to devices sold and delivered, and plaintiff and defendants having agreed as to the destruction of devices infringing said patents, judgment of plaintiff and against the defendants is hereby entered in the sum of \$1240.00 for such infringement of said patents Nos. 1,720,056 and Re 16,490, and that execution issue therefor; and that defendants deliver to plaintiff, on or before May 24, 1936, at Frick Reid Supply Company, Tulsa, Oklahoma, all infringing devices exemplified by plaintiff's exhibits 6, 7, 8, 8A, 13 and 13A on hand or held on consignment at supply houses and not sold as of May 9, 1936; but that this judgment is without prejudice to plaintiff's claim against defendants for infringement of patent No. 1,582,224, and is without prejudice to plaintiff's right to appeal from this decree as to said patent No. 1,582,224, and to prosecute such appeal.

VI.

That the bill of complaint be and is hereby dismissed as to the Prout patent 1,582,224, the Ratigan patent No. 1,643,588, and the Ratigan patent No. 1,873,326.

VII.

That each party to this suit pay its own costs up to and including the entry of this final decree.

MAY 11th, 1936.

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

APPROVED AS TO FORM

HENRY L. RICHMOND

PRESTON C. WEST

JOHN H. BRUNINGA

Attorney for Plaintiff

ARTHUR C. BROWN

Attorney for Defendant

ENDORSED: Filed May 11 1936

H. P. Warfield, Clerk, U. S. District Court.

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

Gas Utilities Company, a corporation,	Complainant)	
)	
vs.		)	No. 905 Equity ✓
)	
Oklahoma Natural Gas Corporation, a corporation,	Respondent.)	

ORDER VACATING ORDER OF MAY 8, 1936

It appearing to the Court that on the 8th day of May, 1936, an order was entered herein granting leave to Lucius W. Mayer, Phillip Dworsky, Norman Toerge and Jack Schiffer posing the partnership of Toerge & Schiffer, and Lucius W. Mayer, as Trustee for Harold J. to file their complaint in intervention herein, and

It further appearing that said order was entered without notice to any of the parties to the above action and was granted improvidently;

NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED that the order entered hereon the 8th day of May, 1936, permitting Lucius W. Mayer, Phillip Dworsky, Norman Toerge and Jack Schiffer, composing the partnership of Toerge & Schiffer, and Lucius W. Mayer, as Trustee for Harold J. Masson to file their complaint in intervention herein, be and the same hereby is annulled.

F. E. KENNAMER
United States District Judge.

ENDORSED: filed May 11 1936
H. P. Warfield, Clerk
U. S. District Court H

THE DILLON CO. A CORP.,	Plaintiff,)	
)	
-vs-		)	No. 1030 - Equity. ✓
)	
THE CONTINENTAL SUPPLY CO.	Defendant.)	

Now on this 11th day of May, A. D. 1936, the above styled case is called for Both sides present in person and by counsel and announce ready for trial. All witnesses are in open court and opening statements of counsel are made. Thereupon, the Plaintiff introduces evidence and proof with the following witness: Stephen V. Dillon. And thereafter, the noon 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 the Plaintiff rests. And thereafter, Defendants introduce evidence and proof with the following witnesses: Homer Duffield, Ches Herndon, Richard E. Marine. And thereafter, the hour for adjournment having arrived, court adjourned to 9:30 o'clock A.M., May 12, 1936.

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, MAY 11, 1936

SOVEREIGN CAMP OF THE WOODMEN OF)
THE WORLD,) Plaintiff,)
)
vs.) No. 1078 - Equity. ✓
)
MYRTLE CLARK, ET AL.,) Defendants.)

Now on this 11th day of May, A. D. 1936, the above styled case is called for both sides present and announce ready for trial. Opening statements of counsel are made and witnesses are sworn in open court. And thereafter, an agreed statement of facts is made. After, the following witnesses are sworn and examined by the Court: Myrtle Clark, Lillian Hattie Clark. And thereupon, after being fully advised in the premises, it is ordered by Court that Decree for Defendant Hattie Clark, be entered, as per journal entry to be filed

Court adjourned to May 12, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, MAY 12, 1936

Court convened pursuant to adjournment, Tuesday, May 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:

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

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

ORDER AND DECREE APPOINTING SPECIAL MASTER AND
DIRECTING SALE AND TAXING COSTS

Now on this 12 day of May, 1936, this cause comes on for hearing upon the application of Intervenor, State of Oklahoma ex rel Howard Johnson, Bank Commissioner, accompanied by verified Bill of Costs, for an order and decree appointing a Special Master, naming John R. Wayne as Special Master, and a further order directing such Special Master to make sale of the property described in the decree of foreclosure made and rendered by this Court on October 28, 1935 to have Intervenor's costs herein allowed and taxed according to its Bill of Costs herein.

It appearing to the Court that the said application should be granted and the Bill of Costs allowed,

IT IS THEREFORE BY THE COURT ORDERED, ADJUDGED AND DECREED, that the said John R. Wayne, be and he is hereby appointed Special Master to make sale of the real estate and property described in the Order and Decree of this Court in the above cause dated October 28, 1935, filed November 21, 1935, and the said Special Master is hereby directed to make said sale

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

United States, Complainant,)
vs.) No. 1036 Equity
Stella J. Corbett, Respondent.)

JOURNAL ENTRY OF JUDGMENT

Now on this 10th day of May, 1936, this cause having come on for hearing on assignment, before Honorable F. E. Kennamer, Judge presiding, and the complainant, the United States, being represented by Chester A. Brewer, Assistant United States Attorney for the Northern District of Oklahoma; and the respondent, Stella J. Corbett, appearing neither in person nor attorney, and the complainant, the United States, having introduced its evidence in open court and presented its exhibits in said cause, and the Court being fully advised in the premises that the complainant, the United States, is entitled to judgment as prayed in its 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 Charles W. McCarty, restricted Osage Allottee No. 2168, do have cover of and from the respondent, Stella J. Corbett, judgment in the sum of \$2,325.00, with interest thereon at the rate of 10% per annum, as provided in said note, from July 12, 1935, until paid, together with judgment for unpaid taxes in the total sum of \$241.66, with interest and penalties, and for all costs of this action.

IT IS THE FURTHER JUDGMENT of the Court that said mortgage sued upon herein be closed, and that if said respondent, Stella J. Corbett, fails to pay said indebtedness within thirty days from date of this judgment an execution and order of sale issue out of this court to United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell without appraisal, the land described in said mortgage, as follows, to-wit:

Lot Eight and the South Thirty feet of Lot Seven, in Block Thirty-four original townsite of Fairfax, Osage County, Oklahoma,

the proceeds of said sale to be applied as follows:

- First - The payment of costs of said sale and this suit.
- Second - Payment of said judgment in the sum of \$2,325.00 with interest thereon at 10% per annum from July 12, 1935, until paid.
- Third - Payment of delinquent taxes in the sum of \$241.66, 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 the judgment, the respondent, Stella J. Corbett, and all persons claiming under her since the commencement of this suit, be, and they hereby are forever barred from claiming any right, title, interest or equity in or to said land, or any part thereof.

IT IS THE FURTHER ORDER of the Court that the original note and mortgage in this cause be merged in this judgment.

F. E. KENNAMER
JUDGE.

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

ENDORSED: Filed May 12 1936

H. P. Marfield, Clerk, U. S. District Court H

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, MAY 13, 1936

cause for the reason that they were the owners of a certain mortgage, covering and affecting the lands last above described, given to secure two notes dated September 14, 1928; one, in the sum of One Hundred Dollars (\$100.00), due October 1, 1929, and one, in the sum of One Hundred Dollars (\$100.00), due October 1, 1930;

That the said Geo. E. Bomford and Wright Bomford filed in said cause their answer and cross petition, admitting that the indebtedness owned to them, the said defendants, Geo. E. Bomford and Wright Bomford, was inferior to the lien of the plaintiff, and praying that said mortgage be foreclosed and that they, the said Geo. E. Bomford and Wright Bomford have judgment against the said Leo Dohogne and Mary Dohogne for the sum of Two Hundred Sixty Three Dollars and Fifty-two Cents (\$263.52) with interest from December 1, 1934, at the rate of ten per cent (10%) and that they have the judgment of this said Court foreclosing their said mortgage, in and affecting the lands described in the said defendants' answer and cross petition, nevertheless, to the mortgage owned by, the plaintiff, and

That on the 7th day of May, 1936, the plaintiff, the Bartlett Mortgage Company, caused its action as against Leo Dohogne and Mary Dohogne, defendants, to be dismissed with prejudice and that the action of the plaintiff, the Bartlett Mortgage Company, in dismissing its cause of action as against Leo Dohogne and Mary Dohogne, did not dismiss the cross petition of the defendants Geo. E. Bomford and Wright Bomford.

The Court finds and it is therefore further ordered, adjudged and decreed:

A. That there is now due and remains unpaid for principal and interest upon the notes sued upon by the cross petitioners, Geo. E. Bomford and Wright Bomford, executed by Leo Dohogne and Mary Dohogne and secured by the mortgage attached to the answer and cross petition of the said Geo. E. Bomford and Wright Bomford, the sum of Two Hundred Sixty Three Dollars and Fifty-two Cents (\$263.52) with interest at the rate of ten percent (10%) from December 1, 1934,

B. That the Defendants, Leo Dohogne and Mary Dohogne, pay or cause to be paid upon demand to these answering cross petitioners, Geo. E. Bomford and Wright Bomford, the said Leo Dohogne and Mary Dohogne, and holders of the notes referred to in their said cross petition and hereinbefore mentioned and described, the amount due thereon, to-wit: the sum of Two Hundred Sixty Three Dollars and Fifty-two Cents (\$263.52) with interest thereon at the rate of ten percent (10%) from December 1, 1934, and any advances or expenditures which may be subsequently made by the said Geo. E. Bomford and Wright Bomford, mortgagees, for the protection and preservation of the mortgaged lands and such further and additional sums as the Court may allow the said cross petitioners and their Counsel and solicitors fees and the cost in this Court.

C. That unless the defendants, Leo Dohogne and Mary Dohogne, shall pay or cause to be paid the amount ordered to be paid in the preceding paragraph of this Decree that the said mortgage and in that event, all and singular the following described properties in said mortgage foreclosed herein, shall be sold after appraisal, as required by the laws of the State of Oklahoma, in the manner hereinafter directed, at public auction to the highest bidder for cash by the special master hereinafter appointed to make such sale:

The South Half (31¹/₂) of the South West Quarter (SW¹/₄) of Section Twenty-four (24), Township Twenty-eight (28) N., Range Twenty-three (23) East, located in Ottawa County, Oklahoma and containing Eighty (80) acres, more or

D. That all of the property herein directed to be sold shall be sold and the purchaser thereof take and hold the same, subject nevertheless, to the lien of the mortgage, owned by the plaintiff in this said cause, but free, clear and discharged of and from any and all claims, and demands whatsoever, upon or against said property directed to be sold in favor of the parties to this said cause, or in favor of any person, firm, or corporation, claimant through, or under them or any of them and free and discharged of all right, title, estate and equity of or in the defendants, Leo Dohogne and Mary Dohogne, and that each and every of said defendants or any of them be forever barred and foreclosed by said sale.

E. That all of the property directed by this Decree to be sold, shall be by George Leslie, Tulsa, Oklahoma, who is hereby appointed Special Master for that purpose a day and at an hour to be fixed by him, at the Front Door of the Court House of the County of Ottawa, State of Oklahoma, located in the City of Miami, Oklahoma, it appearing to the Court that it is to the best interests of all parties concerned to sell said property at the place and in the manner provided herein.

F. That said Special Master shall give notice of said sale and the time and place thereof by publishing such notice once a week for at least four weeks, prior to such sale, in the Miami Record Herald, which is hereby adjudged to be a newspaper printed, regularly issued and having a general circulation in Ottawa County and in the State of Oklahoma, which notice of sale shall contain a description of the property to be sold, a statement of the terms and conditions of sale and shall refer to this decree for further particulars. The said Special Master may, from time to time, adjourn or postpone such sale to a future day by oral announcement or otherwise, at the time appointed for the sale, without prejudice to the notice of sale and without the necessity of publishing any further notice or doing any other thing, but in his discretion, the Special Master may, notwithstanding, give notice of any adjournment by publication or otherwise as he may think proper and may proceed with such sale on any day to which such sale may be adjourned by him.

G. That the said Geo. E. Bomford and Wright Bomford, or any holder of either of the notes sued upon and secured by the Mortgage sought to be foreclosed herein and dated September 14, 1928, may purchase said property at such sale.

H. That the Special Master appointed to make such sale shall offer the property for sale an entirety for cash, subject to the first mortgage owned by the plaintiff and in favor of any of the noteholders or any agent or representative of said noteholders bid on said property the notes issued and secured by the mortgage, dated September 14, 1928, shall be accepted in full payment of cash for the full face value thereof, including accrued interest to the date of sale, except that said notes shall not be accepted in payment of court costs, costs of sale, and attorney's fees nor compensation of the trustees. The property directed by this decree to be sold may be inspected by intending bidders at all reasonable times.

I. That no minimum price is put by this decree upon the property to be sold, except that as provided by the laws of the State of Oklahoma, but the Court reserves full authority, and discretion to reject any bid, which in the judgment of the Court, is inadequate or is subject to such objection.

J. That in case of the death or resignation of the Special Master herein appointed to make the sale or 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 said appointment of the said George Leslie as Special Master to make such sale and to appoint any other personal Special Master, with all the powers and authority herein given to the said George Leslie.

K. That the purchaser or purchasers may assign his or their bid.

L. The jurisdiction of this Court and of the property is retained by the Court for the purpose of enforcing the provisions of this decree and for the purpose of fixing the compensation of the Master for making the sale herein directed and compensation to their counsel and solicitors.

M. That in case of sale of said property for cash, the proceeds shall be applied as follows and in the following order of priority:

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE TERRITORY
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, MAY 13, 1936

(a) To the payment of the unpaid costs and expenses of this cause and all penses incurred in the sale of the property ordered to be sold under this decree, includi the compensation and disbursements of the Special Master in making such sale.

(b) To the payment to these said defendants, Geo. E. Bomford and Wright B such compensation to their counsel and attorneys for services rendered in connection with foreclosure of the mortgage to be hereafter fixed by the Court.

(c) To the payment of all taxes assessed against the properties sold unde decree of foreclosure, unless said taxes are paid by any of the parties herein prior to t of said property, in which case the amount of taxes so paid by the said parties shall be to them with interest from the date of payment of said taxes at ten percent (10%).

(d) To the payment to the cross petitioners, Geo. E. Bomford and Wright B of the amount in this decree found to be due and payable upon the notes secured by said notes dated September 14, 1928, upon presentation of such notes to the Special Master herein, and notes shall then be cancelled, if paid in full, or stamped if partly paid and returned to cross petitioners, Geo. E. Bomford and Wright Bomford, if paid in part only; and any amount realized upon said sale for credit upon said notes shall be by the cross petitioners appl toward the payment of the indebtedness of Leo Dohogne and Mary Dohogne.

(e) If any balance remains in the hands of the Special Master after making the fore-said payments, the same shall be paid into Court to be subject to the further order of

N. 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, said Special Master making the sale shall execute and deliver to the purchaser, his successors or assigns, in form to be approved by this Court or a Judge thereof, a proper instrument or proper instruments of conveyance, and the transfer of the property so sold and upon the delivery of such instrument or instruments granted herein, his successors or assigns, shall be let into the possession of the property so sold and conveyed and the defendants herein and any party to this cause that may be in possession of any part thereof shall thereupon deliver up the possession of the property and if such possession is refused, IT IS ORDERED that a writ of assistance issue out of the Court directed to the Marshal of this Court commanding him to put such person or persons or his or its successors or assigns into possession of such property.

O. That the purchaser or his successors or assigns shall upon the delivery of the instrument or instruments of conveyance of said Special Master be vested with the title to hold the possession of and to enjoy the said property sold to said purchaser and all rights, claims, and benefits appertaining thereto as fully and completely as the defendants hereon held and enjoyed the same at the time of the execution and delivery of said mortgage dated September 14, 1928, and from that time since, free and clear from all right, title, claim, benefit, equity or redemptive interests of any kind or character of each and every one of the parties to this cause, and of the mortgage owned and held by the plaintiff herein.

P. That said Special Master is hereby ordered and directed to make full report of his proceedings hereunder and such supplemental reports from time to time as may be necessary or desirable to carry fully his actions in the premises.

Q. That all questions and matters of equity not hereby disposed of and the amount of all fees, compensation and allowances to be made to the cross petitioners for services rendered for their counsel and solicitors and for the further purpose of determining the matter of a deficiency, are hereby reserved for future consideration and adjudication; and jurisdiction of this cause is retained by this Court for all such purposes and for the purpose of enforcing the provisions of this decree.

316

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, MAY 15, 1936

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 TEMPORARY ALLOWANCE

THIS CAUSE COMING on to be heard on the application of Horace H. Hagan and Austin Gavin for a temporary allowance for services rendered by them to Rex Watkinson, Receiver for Exchange National Company, during the period from March 14, 1936, to and including May 14, 1936, at the rate of \$250.00 per month, and the Court having read said application, and being familiar with the services rendered by the said solicitors, and finding that it has jurisdiction to entertain the 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 Horace H. Hagan and T. Austin Gavin, jointly and severally, are granted as a temporary allowance in said cause for services rendered during the period from March 14, 1936 to and including May 14, 1936, the sum of \$500.00; and the said Rex Watkinson, Receiver for Exchange National Company, is hereby and herewith directed, authorized and enjoined forthwith to pay from funds on hand in said receivership, the sum of \$500.00 to the said H. Hagan and T. Austin Gavin for said services rendered.

F. E. KENNAMER
United States District Judge

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

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

Gas Utilities Company, a corporation,)
Complainant)
vs.) No. 905 Equity
Oklahoma Natural Gas Corporation,)
a corporation,)
Respondent.)

ORDER DENYING APPLICATION TO INTERVENE.

On this 15th day of May, 1936, the above cause came on for hearing on the application of Lucius W. Mayer, Phillip Dworsky, Norman Toerge and Jack Schiffer, composing the partnership of Toerge & Schiffer, and Lucius W. Mayer, as Trustee for Harold J. Wasson, for leave to intervene in the above cause, and upon the Objections filed herein by Oklahoma Natural Gas Corporation to such proposed intervention, the applicants being present by their counsel, D. F. Ferrell, A. Lawrence Elder and H. R. Young, and the respondent being present by its counsel I. J. Underwood; and the Court, after hearing said matter and the arguments of counsel, finds that said application for leave to file complaint in intervention herein should be denied;

IT IS THEREFORE ORDERED AND DECREED that the application of Lucius W. Mayer,

Phillip Dworsky, Norman Toerge and Jack Schiffer, composing the partnership of Toerge & Co. and Lucius W. Mayer, as Trustee for Harold J. Wasson, for permission to file complaint in intervention in the above cause be and the same hereby is denied, without prejudice, however, part of said persons to assert any claim or claims they might have against Gas Utilities and Oklahoma Natural Gas Corp. and Okla. Nat. Gas. Co., in another cause or action; to which judgment applicants except. Exceptions allowed.

F. E. KENNAMER
United States District Judge

O.K. as to Form:
LAWRENCE ELDER
D. P. FARRELL
Counsel for Applicants

O.K. as to Form:
I. J. UNDERWOOD
Counsel for Respondent

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

CHARLES MASHUNKASHEY, Plaintiff,)
vs.) No. 938 - Equity. ✓
FRED S. CLINTON, et al, Defendants.)

Now on this 15th day of May, A. D. 1936, it is ordered by the Court that to file and spread of record the Mandate in the above cause, same being in words and figures follows, to-wit:

UNITED STATES OF AMERICA, ss:

THE PRESIDENT OF THE UNITED STATES OF AMERICA

(SEAL)

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

GREETING:

WHEREAS, lately in the District Court of the United States for the Northern District of Oklahoma, before you, or some of you in a cause between Ida F. Williams, Specialatrix of the Estate of Charles Mashunkashey, Usage Allottee No. 464, deceased, complainant and Fred S. Clinton et al., respondents, No. 938 Equity, the decree of the said district court in said cause, entered on July 1, 1935, was in the following words, viz:

* * * * *

"Thereupon the court being advised sustains the motion of defendant Fred S. Clinton to dismiss said second amended Bill of complaint and action of Charles Mashunkashey and Charles Mashunkashey, by Marguerite Mashunkashey, his next friend, and orders and adjudges that said second bill of complaint and action be, and it is hereby dismissed with prejudice and the defendant Fred S. Clinton is adjudged his costs herein expended. To this ruling of the court sustaining said Clinton's motion to dismiss the second amended bill of complaint and action, the plaintiffs except.

SPECIAL MARCH 1936 TERM

DISTRICT OF OKLAHOMA
TULSA, OKLAHOMA

FRIDAY, MAY 15, 1936

"The court further orders and adjudges that the motion of defendant Fidelity and Casualty Company of New York to dismiss the plaintiffs' second amended bill of complaint and action be, and it is hereby, sustained and action be, and it is hereby, sustained and said second amended bill of complaint and action is hereby dismissed with prejudice. It is further ordered and adjudged by the court that defendant Fidelity and Casualty Company of New York recover of the plaintiffs its costs herein expended. To all this ruling the plaintiffs except."

as by the inspection of the transcript of the record of the said District Court, which was brought into the United States Circuit Court of Appeals, Tenth Circuit, by virtue of an order by Ida F. Williams, Special Administratrix of the Estate of Charles Mashunkashey, deceased, agreeably to the act of Congress, in such case made and provided, fully and at large appears

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

On consideration whereof, it is now here ordered, adjudged and decreed by the court that the decree of the said district court in this case be and the same is hereby set aside and the said Fred S. Clavin et al., appellees, have and recover of and from Ida F. Williams, Administratrix of the Estate of Charles Mashunkashey, deceased, appellant, their costs here

- - April 7, 1936.

And, therefore, we hereby commanded that such proceedings be had in conformity with the said act of Congress, in such case made and provided, fully and at large appears and in conformity with the laws of the United States, that to be had, the said court do stand.

WITNES, the Honorable CHARLES E. ALLEN, Chief Justice of the United States Circuit Court of Appeals, in the year of our Lord one thousand nine hundred and thirty-six.

COPIES OF	Appellees:	ALBERT TULSA
Clerk,	\$10.00	Clerk of the United States Circuit Court
Prints received,	\$ None	of Appeals, Tenth Circuit.
Attorney,	\$20.00	
	\$30.00	

RECORDED: Filed May 15, 1936.
A. P. Fairfield, Clerk
U. S. District Court

Court adjourned to May 16, 1936.

SPECIAL MARCH 1936 TERM - EQUITY SECTION TULSA, OKLAHOMA MONDAY, MAY 18, 1936

Court adjourned pursuant to adjournment, Monday, May 18, 1936.

Present: Hon. F. E. Kendrick, Judge, U. S. District Court.
A. P. Fairfield, 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
LINCOLN NATIONAL LIFE INSURANCE COMPANY,)
Plaintiff,)
vs.) No. 873 Equity ✓
EXCHANGE NATIONAL COMPANY,)
Defendant.)

ORDER AUTHORIZING RELEASE OF SECOND MORTGAGE

NOW ON THIS the 18th day of May, 1936, comes on to be heard the application Rex Watkinson, receiver for Exchange National Company, to release a certain second mortgage in the property described as:

The North Half of Northwest quarter of Section 7 and East Half of Northwest quarter of Section 18, Township 10 North, Range 13 East, McIntosh County, Oklahoma;

and the Court having read said application, and finding therefrom that the above described property is encumbered by a first mortgage in the amount of \$1700.00, which exceeds its appraise and that by reason thereof, said second mortgage of the Exchange National Company is of no value, the Court finds that it is for the best interest of the receivership, for the said Rex Watkinson to release said second mortgage in consideration of the payment to him by the first mortgagee the sum of \$15.00, in accordance with the terms set out in the application of the receiver

IT IS THEREFORE THE ORDERED JUDGMENT AND DECREE OF THE COURT that Rex Watkinson be, and he hereby is authorized, empowered and directed to execute a release of the second mortgage on the above described premises, in consideration of the payment to him of the sum of \$15.00, as above set out.

F. E. KENNAMER
U. S. DISTRICT JUDGE

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

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

Singer Steel and Metal Corporation, a corporation,)
Plaintiff,)
vs.)
Tulsa Steel Corporation, a corporation,)
Defendant.) No. 1014 Consolidated. ✓
and)
Sheffield Steel Corporation, a corporation,)
Plaintiff,)
vs.)
Tulsa Steel Corporation, a corporation,)
Defendant.)

ORDER SUSTAINING APPLICATION FOR DISBURSEMENT OF FUNDS AND AUTHORIZING PAYMENT OF A TEN PER CENT LIQUIDATING DIVIDEND.

OU
✓

No. 1014 Equity Continued.

Now on this 14th day of May, 1936 comeson for hearing the application of t ceiver for instructions with reference to the disbursement of funds in his hands, and it appearing to the court that notice has been given to all attorneys representing parties interested; and Chas. W. Wortman appearing for Chas. W. Kelly, William Sullivan, and Melvin W. and W. I. Williams appearing for the Linde Air Products Company, Hickman and Williams, and Electric Metalurgical Company, and the receiver appearing by his attorney, E. J. Doerner, and the court being fully advised in the premises finds:

That the receiver has \$17,292.68 on hand and due him from the offer of the Sheffield Steel Corporation; the court further finds that a ten per cent dividend will amount to \$15,210.49 and that there will be left in the hands of the receiver as a reserve contingencies the sum of \$2,082.19.

It is ther fore ordered, adjudged and decreed by the court that the receipt be and he is hereby directed to pay a ten per cent liquidating dividend on the claims of creditors filed and allowed by this court and to take proper credit therefor.

Done in open court this 14th day of May, 1936.

F. E. KEMMNER
J U D G E

ENDORSED: Filed May 18, 1936
H. P. Warfield, Clerk
U. S. District Court ME

D. H. MARTIN, Plaintiff,)
-vs-)
THE BOARD OF EDUCATION OF THE CITY OF TULSA, ET AL., Defendants.)

No. 1102 - Equity. ✓

Now on this 18th day of May, A. D. 1936, the above styled case is called for Both sides present and announce ready for trial. All witnesses are sworn in open court and statements of counsel are made. Stipulations read into record. And thereupon, the Plaintiff introduces evidence and proof with the following witness: D. H. Martin. And thereafter the Plaintiff rests. And thereafter, the Defendant rests. And thereupon, it is ordered by Court, after being fully advised in the premises herein, that Decree for Plaintiff be entered per journal entry to be filed. It is further ordered by the Court that One Hundred Ninety-(193) coupons be surrendered herein for cancellation and merged in the judgment herein.

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

D. H. MARTIN, Plaintiff,)
v.)

In Equity No. 1102 ✓

THE BOARD OF EDUCATION OF THE CITY OF TULSA, OF THE STATE OF OKLAHOMA, also known as INDEPENDENT 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 RAUSA F. MORLEY, C. R. GILMORE and D. H. BOULT, as members of the Excise Board of Tulsa County, Defendants.)

(cont'd)

No. 1103 Equity

JUDGMENT AND DECREE

This cause coming on to be heard, upon the bill and the answer, and the Co having heard the evidence and the arguments of counsel, and having filed herein its findi fact and conclusions of law, thereupon, upon consideration thereof,

It is ordered, adjudged and decreed, as follows:

That the bonds and matured and unpaid semiannual interest coupons owned an by the plaintiff herein constitute legal and binding obligations of defendant, The Board Education of the City of Tulsa, of the State of Oklahoma, and that the defendants and eac be and they are hereby forever enjoined from denying or questioning the validity of said and interest coupons.

That defendants, the Board of Education of the City of Tulsa, of the State Oklahoma, and Frank Newkirk, as Treasurer of the Board of Education of the City of Tulsa, State of Oklahoma, and each of them be and they are hereby enjoined from refusing to pay tured and unpaid semiannual interest coupons on said bonds held by the plaintiff.

That defendants, The Board of Education of the City of Tulsa, of the State homa, and Frank Newkirk, as Treasurer of The Board of Education of the City of Tulsa, of State of Oklahoma, and each of them be and they are hereby enjoined from refusing to pay t interest on and principal of said bonds held by the plaintiff as and when the same hereafter due according to the tenor thereof.

That defendant, The Board of Education of the City of Tulsa, of the State (Oklahoma, be and it is hereby enjoined from refusing to perform its legal duty to make an an iterized statement of the estimated needs of said Board of Education required to pay th interest maturing annually on said bonds and to create a sinking fund sufficient to pay the and thereof at maturity.

That defendants, Excise Board of Tulsa County, and Tulsa A. Morley, C. F Gilmore and D. H. Boulton, as members of said Excise Board, and each of them, be and they ar by enjoined from refusing to levy and collect the annual tax authorized and directed by la be levied and collected for the payment of the interest on said bonds held by the plaintiff including the interest hereafter accruing on said bonds, and for the creation of a sinking sufficient to pay the principal of said bonds at the maturity thereof.

That defendants herein, and each of them, be and they be hereby enjoined f suing, receiving, appropriating any funds in the sinking fund created to pay the principal and interest on the bonds issued by Consolidated School District No. 1, Tulsa County, Sta Oklahoma, described as described, held by the plaintiff, and that the defendants herein an each of them be and they are hereby enjoined from diverting said portion of said sinking fu and their purpose or purposes whatsoever.

That plaintiff be and recover judgment against the defendant, The Board Education of the City of Tulsa, of the State of Oklahoma, in the amount of Fifty Dollars (\$50) each of the one hundred and thirteen (13) matured and unpaid semiannual interest coupons and held by the plaintiff herein, aggregating the sum of \$5,000.00, with interest at ten (10) per centum (5%) per annum on the respective due dates of said matured and unpaid semi annual interest coupons, amounting to the additional sum of \$543.17, together with the cost this action, and that the aggregate sum of \$5543.17 bear interest at 6% per annum from this date to all of which the defendants except.

W. E. KEMMELER
DISTRICT JUDGE

DATED this 18th day of May, 1936.

ENTERED: Filed May 18 1936
H. P. Fairfield, Clerk
U. S. District Court N

IN THE DISTRICT COURT OF THE UNITED STATES OF AMERICA FOR THE DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SECTION TULSA, OKLAHOMA MONDAY, MAY 18, 1936

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

REX WATKINSON, Federal Equity Receiver of the EXCHANGE NATIONAL COMPANY, et al., Plaintiffs,
vs.
ROBERT E. ADAMS, et al., Defendants.) No. 1115 E

ORDER AUTHORIZING AMENDMENT

This cause coming on for hearing before me, F. E. Kennamer, Judge of said court on the application of the plaintiffs for an order correcting the name of the defendant, whose real name is J. A. Hull, and who has been referred to as J. F. Hull, by striking out the initial "F" and inserting the initial "A", so that the complaint and all subsequent proceedings shall read when referring to the defendant, Hull, J. A. Hull.

Dated this 18th day of May, 1936.

F. E. KENNAMER
Judge.

ENDORSED: Filed May 18 1936
H. P. Warfield, Clerk
U. S. District Court E.A.

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

REX WATKINSON, Federal Equity Receiver of the EXCHANGE NATIONAL COMPANY, et al., Plaintiffs,
vs.
ROBERT E. ADAMS, et al., Defendants.) No. 1115 E

ORDER AUTHORIZING AMENDMENT

This cause coming on for hearing before me, F. E. Kennamer, Judge of said court on the application of the plaintiffs for an order correcting the name of the defendant, whose real name is J. A. Hull, and who has been referred to as J. F. Hull, by striking out the initial "F" and inserting the initial "A", so that the complaint and all subsequent proceedings shall read when referring to the defendant Hull, J. A. Hull.

Dated this 18 day of May, 1936.

F. E. KENNAMER
Judge.

ENDORSED: Filed May 18 1936
H. P. Warfield, Clerk
U. S. District Court E.A.

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, MAY 22, 1936

Court convened pursuant to adjournment, Friday, May 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 DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OKLAHOMA

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

-vs-

M. F. Powers and Felix Quinlan, co-partners
engaged in business under the firm name and
style of Powers & 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

On application of the defendants M. F. Powers and Felix Quinlan, co-partner
engaged in business under the firm name and style of Powers & Quinlan, and M. F. Powers and
Quinlan, and for good cause shown, it is hereby ordered by the court that said defendants
they are hereby granted an extension of time until June 1, 1936, in which to plead to said
bill of complaint filed herein.

Dated this 22 day of May, 1936.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed May 22 1936
H. P. Warfield, Clerk
U. S. District Court A.C.

Court adjourned to May 27, 1936.

SPECIAL MARCH 1936 TERM-Equity Session TULSA, OKLAHOMA WEDNESDAY, MAY 27, 1936

Court convened pursuant to adjournment, Wednesday, May 27th, 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:

384

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

Credit Alliance Corporation, a corporation, et al,	Plaintiffs,)	
)	
vs.		)	No. 636 Equity. ✓
)	
Beckett Company, Inc., a corporation, et al.,	Defendants.)	

ORDER

It appearing to the Court that the mandate from the United States Circuit of Appeals for the Tenth Circuit in Jenkins Petroleum Process Company, a Corporation, App vs. Credit Alliance Corporation, et al., Appellees, No. 1328, has been received by the Clerk of this Court,

IT IS THEREFORE ORDERED AND CONSIDERED that the mandate be spread of record that the order of this Court, made and entered on April 22, 1935, permitting the Jenkins Petroleum Process Company to file its petition of intervention in the above styled cause be, and same is hereby vacated and set aside, and the petition of Jenkins Petroleum Process Company leave to intervene, with the bill of intervention, is hereby denied.

MADE AND ORDERED ENTERED this 27th day of May, 1936.

F. E. KENNAMER
J U D G E.

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

UNITED STATES OF AMERICA, ss:

THE PRESIDENT OF THE UNITED STATES OF AMERICA

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

(SEAL)

GREETING:

WHEREAS, lately in the District Court of the United States for the Northern District of Oklahoma, before you, or some of you in a cause between Credit Alliance Corporation, a corporation, et al., plaintiffs, Jenkins Petroleum Process Company, a corporation, inter and Beckett Company, Inc., a corporation, et al., Defendants, No. 636 Equity, the decree of the said district court in said cause, entered on May 23, 1935, was in the following words

* * * * *

"It is therefore ordered, considered and adjudged that the petition of Jenkins Petroleum Process Company to intervene in this case be, and the same hereby denied, to which ruling and order counsel for the Jenkins Petroleum Process Company excepted."

* * * * *

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, MAY 27, 1936

as by the inspection of the transcript of the record of the said District Court, which was taken into the United States Circuit Court of Appeals, Tenth Circuit, by virtue of an appeal by Petroleum Process Company, a corporation, agreeably to the act of Congress, in such cases as are provided, fully and at large appears;

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

On consideration whereof, it is now here ordered, adjudged and decreed by the said court that the decree of the said district court in this cause be and the same is hereby affirmed and that Credit Alliance Corporation, a corporation, et al., appellees, have and recover of Jenkins Petroleum Process Company, a corporation, appellant, their costs herein.

- - April 11, 1936.

You, therefore, are hereby commanded that such proceedings be had in said cause as according to right and justice, and the laws of the United States, ought to be had, the appeal notwithstanding.

WITNESS, the Honorable CHARLES E. HUGHES, Chief Justice of the United States, this 25th day of May, in the year of our Lord one thousand nine hundred and thirty-six.

COSTS OF	Appellees:)
Clerk,	\$(Paid by appellant.)
Printing Record,	\$ None)
Attorney,	<u>\$20.00</u>)
	<u>\$20.00</u>)

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

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

IRON PRODUCTS INVESTMENT CO.,	Plaintiff,)
-vs-)
		) No. 1043 - Equity.
CITY OF PITCHER, OKLA.,	Defendant.)

Now on this 27th day of May, A. D. 1936, it is ordered by the Court that the file and spread Mandate of Record in the above case; same being in words and figures as follows:

UNITED STATES OF AMERICA:

THE PRESIDENT OF THE UNITED STATES OF AMERICA

(SEAL)

TO THE HONORABLE THE JUDGES OF THE DISTRICT
OF THE UNITED STATES FOR THE NORTHERN DISTRICT
OF OKLAHOMA:

GREETING:

WHEREAS, lately in the District Court of the United States for the Northern District of Oklahoma, before you, or some of you, in a cause between Iron Products Investment Company, a corporation, plaintiff, and City of Pitcher, Oklahoma, a municipal corporation, defendant;

No. 1043 Equity, the decree of the said district court in said cause, entered on June 11, in the following words, viz:

* * * * *

"It is, therefore, ordered, decreed and adjudged by the court that the plaintiff take nothing by this action, and that the amended bill of complaint is dismissed for want of equity."

* * * * *

as by the inspection of the transcript of the record of the said District Court, which was brought into the United States Circuit Court of Appeals, Tenth Circuit, by writue of an a by Iron Products Investment Company, a corporation, agreeably to the act of Congress, in case made and provided, fully and at large appears;

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

On consideration whereof, it is now here ordered, adjudged and decreed by court that the decree of the said district court in this cause be and the same is hereby and that The City of Picher, Oklahoma, a municipal corporation, appellee, have and recove and from Iron Products Investment Company, a corporation, appellant, its costs herein.

- - April 14, 1936.

You, therefore, are hereby commanded that such proceedings be had in said as according to right and justice, and the laws of the United States, ought to be had, th appeal notwithstanding.

WITNESS, the Honorable CHARLES E. HUGHES, Chief Justice of the United Stat 25th day of May, in the year of our Lord one thousand nine hundred and thirty-six.

COSTS OF	Appellee;)	
Clerk,	\$Paid by Appellant.)	
Printing Record,	\$None	)	ALBERT TREGO
Attorney,	\$20.00	)	Clerk of the United States Circuit Co
	<u>\$20.00</u>	)	Appeals, Tenth Circuit.

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

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

WEBSTER W. HOLLOWAY,	Plaintiff,)	
)	
vs.		)	In Equity No. 1121
)	
THE FEDERAL RESERVE LIFE INSURANCE)	
COMPANY, a corporation,	Defendant.)	

DECREE TAKING ANCILLARY JURISDICTION AND ORDER APPOINTING ANCILLARY RECEIVERS.

This cause came on to be heard at this term upon the ancillary bill of com

and the application for the appointment of ancillary receivers of the property belonging to the defendant and located within this judicial district, and upon consideration thereof, it is the order of the Court that the plaintiff, Webster W. Holloway, has filed in the District Court of the United States for the District of Kansas a bill of complaint against The Federal Reserve Life Insurance Company, a Corporation, the defendant above named and William R. Baker of Kansas, Kansas, has been appointed receiver of the defendant and all its assets and property within the territorial jurisdiction of said Court and that said receiver has duly qualified as such:

And it further appearing that a portion of the property and assets owned and controlled by the defendant, are within the jurisdiction of this Court and that it is necessary to appoint ancillary receivers for said defendant and its property should be appointed by this Court within the jurisdiction to take charge of and administer all the assets and property of said defendant within the jurisdiction and territorial limits of this Court and sufficient reason appearing for the granting of this order; Now, upon motion of the solicitor for the plaintiff it is by the Court ordered, adjudged and decreed as follows:

1. That Wm. R. Baker of Kansas City, Kansas be and he is hereby appointed ancillary receiver in this cause of The Federal Reserve Life Insurance Company, a Corporation, the defendant, and also of all the assets, rights and properties of the defendant, real, personal and mixed, and of whatsoever kind and description, including all lands, real estate and buildings, premises and appurtenances owned, controlled, leased or operated by the defendant, books of account, records and other books, papers and accounts, cash on hand, in banks and on deposits, things and choses in action, credits, stocks, bonds, notes, mortgages, securities, debentures, deeds, contracts, muniments of title, bills and accounts receivable, rents, interest accrued and accruing, issues, profits and income, premiums, dividends, reserve deposits, offices, furniture, fixtures, equipment, supplies and all other assets and property of all and every kind, and of whatsoever description whatsoever of said defendant situated within the jurisdiction of this Court.

2. Within five days after the date of this order, the above named receiver shall file with the Clerk of this Court his bond in the amount of \$1,000.00 with one or more sureties to be approved by this Court, conditioned that said ancillary receiver will well and truly perform the duties of their office and truly account for all moneys and properties which may come into his hands as ancillary receiver herein and abide by and perform all things which he may be directed to do by this Court.

3. The receiver is authorized and directed forthwith to take possession of and singular the property and assets above mentioned, and to preserve and protect said property and the rights and title of the defendant in and to said property or any part thereof; and is authorized to maintain and manage the business of the defendant until otherwise directed; and to protect and preserve the Corporation's franchise, privilege and corporate existence of the defendant; and to collect and receive the income, premiums, interest, rents, revenues, issues and profits of the said assets and all accounts and debts to which the defendant is lawfully entitled.

4. All persons, firms and corporations having in their possession any of the property and premises of which the ancillary receiver is hereby appointed receiver, including the property of which the defendant is or may become the beneficial owner, whether held by individuals, persons, firms or corporations as trustee, agent or otherwise, shall forthwith deliver such property and premises to the receivers and make such transfers, assignments and conveyances in connection therewith as may be necessary and proper and each and every of the officers, directors, agents and employees of the defendant is hereby required and commanded forthwith to turn over and deliver to the receiver, or to their duly constituted representatives, any and all books of records, vouchers and papers, deeds, leases, contracts, bills, shares, stocks, bonds, notes, mortgages and other securities, accounts, moneys or other property in his or their hands or under their control belonging to or in the possession of the defendant or to which it is or may become entitled, and each of said officers, directors, agents and employees is hereby directed and commanded to abide by and conform to such orders as may be given from time to time by the receiver or their duly constituted representatives in conducting the operation of the property and in the discharge of his duties as receiver.

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, MAY 27, 1936

5. The defendant, its officers, directors, attorneys, agents and employees, all persons claiming to act by, through or under it and all public officers, marshals and sheriffs, including insurance commissioners, of any state, and all other persons, firms and corporations whatsoever and wheresoever situated, located or domiciled, are hereby restrained and enjoined from in any way instituting, prosecuting or continuing the prosecution of any suit, actions or proceedings at law or in equity or under any statute against the defendant, or in any way interfering with, attaching, levying upon, or in any manner whatsoever disturbing any part of the assets, goods, moneys, reserve deposits, property and premises of which the receiver is hereby appointed or from taking possession of or in any way interfering with the same or any part thereof, or in any way disturbing the peace of the receiver or from interfering in any manner to prevent the discharge by the receiver of his duties in the operation of the property and business of the defendant, without the order or permission of this Court.

6. The receiver shall open books of account and shall keep or cause to be kept therein due and proper accounts of the earnings and receipts of the property of which he is appointed receiver and shall deposit the moneys coming into his hands, in such banks as shall be selected by him and approved by the Court, to the credit of said receiver in his official capacity.

7. The receiver shall retain possession of the property and continue to discharge all duties and trusts aforesaid until the further order of this Court and from time to time make reports of their doings in the premises, and may from time to time apply to this Court for other and further orders and directions as he may deem necessary and requisite in the due administration of his trust.

8. The right to modify or enlarge this order and decree is hereby reserved and leave is hereby given to the parties to this cause and to such receiver to apply to this Court from time to time for such further orders and instructions as may be necessary or advisable.

9. It is further ordered that notice be served by the plaintiff, upon the defendant, The Federal Reserve Life Insurance Company, a Corporation, of this Ancillary appointment, to which notice shall be attached a copy of the bill of complaint and a copy of this

Dated at Tulsa.
this 27th day of May, 1936.

ENDORSED; Filed May 27 1936
H. P. Warfield, Clerk
U. S. District Court ME

F. E. KENNAMER
JUDGE

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

O. O. OWENS, Plaintiff,)
vs.) No. 1122 Eq. ✓
SHELL PETROLEUM CORPORATION, A Corporation,)
Defendant.)

O R D E R

On this 27th day of May, A. D. 1936, on presentation of the transcript from District Court of Creek County, Oklahoma, from whence the above entitled cause has been removed upon application of the plaintiff for good cause shown;

190
1

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, JUNE 1, 1936

GEORGE KRELL, Plaintiff,)
)
-vs-) No. 888 - Equity. ✓
)
THE BOVAIRD SUPPLY CO., Defendant.)

Now on this 1st day of June, A. D. 1936, it is ordered by the Court that Clerk of said Court file and spread Mandate of Record in the above case, same being in and figures as follows, to-wit:

UNITED STATES OF AMERICA, ss:

THE PRESIDENT OF THE UNITED STATES OF AMERICA ✓

(SEAL)

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

GREETING:

WHEREAS, lately in the District Court of the United States for the Northern District of Oklahoma, before you, or some of you in a cause between George Krell, plaintiff, The Bovaird Supply Company, a corporation, defendant, No. 888 Equity, the decree of the said district court in said cause, entered on April 19, 1935, was in the following words, viz:

* * * * *

"It is, therefore, ordered, adjudged and decreed that:

"(1) Judgment is rendered herein in favor of the defendant and against the plaintiff, and that plaintiff take nothing by his suit.

"(2) That the costs be paid by the plaintiff."

* * * * *

as by the inspection of the transcript of the record of the said District Court, which was brought into the United States Circuit Court of Appeals, Tenth Circuit, by virtue of an act by George Krell agreeably to the act of Congress, in such case made and provided, fully and large appears;

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

On consideration whereof, it is now here ordered, adjudged and decreed by this court that the decree of the said district court in this cause be and the same is hereby affirmed; and that The Bovaird Supply Company, appellee, have and recover of and from George Krell appellant, its costs herein.

- - April 31, 1936. -

You, therefore, are hereby commanded that such proceedings be had in said case as according to right and justice, and the laws of the United States, ought to be had, the appeal notwithstanding.

WITNESS, the Honorable CHARLES E. HUGHES, Chief Justice of the United States

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE TERRITORY
DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, JUNE 1, 1936

27th day of May, in the year of our Lord one thousand nine hundred and thirty-six.

COSTS OF	Appellee:)
Clerk,	\$Paid by appellant.)
Printing Record,	\$None.	) ALBERT TREGO
Attorney	\$20.00	) clerk of the United States Circuit Court
	<u>\$20.00</u>	) Appeals, Tenth Circuit.

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

Court adjourned to June 2, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, JUNE 2, 1936

Court convened pursuant to adjournment, Tuesday, June 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.

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.)

ORDER REFUSING REQUEST OF PLAINTIFF, NORTH AMERICAN CAR CORPORATION,
AND DEFENDANT, CENTORP CORPORATION, FOR CERTAIN PROPOSED FINDINGS
OF FACT AND CONCLUSIONS OF LAW AND ALLOWING EXCEPTIONS TO SUCH RE-
FUSAL, TO THE FINDINGS AND CONCLUSIONS AND TO THE FINAL DECREE.

This cause having been tried in open court and submitted on briefs, the court the case under advisement and thereafter plaintiff, North American Car Corporation, and the Centorp Corporation, requested in writing certain findings of fact and conclusions of law, request was filed with the court,.

The said request being this day called to the attention of the Court and by final decision was rendered herein, the court refused each and every of said findings of fact and conclusions of law, to which refusal the plaintiff, North American Car Corporation, and the defendant, Centorp Corporation, at the time duly excepted and their exceptions were allowed, exceptions being to the refusal of the court to find each, every and all of the requested of fact and conclusions of law.

894
1

Also, on this date, the court files its findings of fact and conclusions and the North American Car Corporation, plaintiff, and Centorp Corporation, defendant, except to findings of fact Nos. 2, 3, 4 and 6, and each of them, which exceptions were allowed by the court, and also except to conclusions of law Nos. 2, 3, and 4, and each of them, which exceptions were allowed by the Court.

And thereupon, the court enters a final decree in favor of the interveners: Shell Petroleum Corporation, a corporation, Bessie M. Taylor, individually, and Bessie M. Taylor, executrix, and McKes Oil & Gas Company, a corporation, and against the North American Car Corporation, plaintiff, and the Centorp Corporation, one of the defendants, to which decree the plaintiff, North American Car Corporation, and defendant, Centorp Corporation excepted and their exceptions were allowed.

Dated at Tulsa, Oklahoma, this 2nd day of June, 1936.

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

ENDORSED: Filed Jun 2 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 APPROVING RECEIVER'S REPORT

THIS CAUSE COMING on to be heard on this the 2nd day of June, 1936, on the motion of Rex Watkinson, Receiver for Exchange National Company, for approval of his report as receiver in the above entitled cause, heretofore filed herein, and the said Rex Watkinson appearing for Exchange National Company, being present in person and by his solicitors, Horace Hagan and T. Austin Gavin, and no objections having been filed to the allowance of said report and no one appearing on this day to object thereto, and said report appearing to be regular upon its face, and the Court finding that it has jurisdiction to entertain the same and enter an order thereon, and finding that said report should be approved;

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

F. E. KENNAMER
United States District Judge.

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

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

IN THE MATTER OF THE ESTATE OF)
ANDREW JOHNSON, DECEASED,)
) No. 1088 Equity. ✓
UNITED STATES OF AMERICA,)
INTERVENER.)

ORDER OVERRULING MOTION TO REMAND CASE TO CREEK COUNTY COURT.

Now on this 2nd day of June, 1936, this matter coming on for hearing on the motion of Johnson Barnett, proponent of the last will and testament of Andrew Johnson, de to remand the within cause to the Creek County Court of the State of Oklahoma, and the int United States of America, being represented by Chester A. Brewer, Assistant United States for the Northern District of Oklahoma, and the movant, Johnson Barnett, being represented Jno. M. Goldesberry, his attorney of record, and the Court having heard the argument of co and being fully advised in the premises, finds that said motion should be overruled.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said motion be, and the hereby is overruled, to which order the movant, Johnson Barnett, excepts, and exceptions a allowed.

IT IS FURTHER ORDERED THAT the movant, Johnson Barnett, be, and hereby is g 10 days from this date in which to plead in this cause.

F. E. KENNAMER
JUDGE.

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

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

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

Now on this 2nd day of June, A. D. 1936, it is ordered by the Court that mo to quash of The Abbott Company be and it is hereby withdrawn. Defendant given twenty (20) in which to plead or answer.

sustained and plaintiff given permission to issue alias equity process, and given leave that the true and correct name of such defendant is D. (Dakota) Replogle.

F. E. KESSEMER
District Judge.

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

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

United States, Complainant,)
vs.) No. 1114 - Equity. ✓
C. L. Barlow and Ethel P. Barlow, Defendants.)

O R D E R

The motion of the respondents herein to dismiss the bill of complaint is overruled. The respondents at the time duly excepted and their exceptions are allowed.

Upon application and for good cause shown, the respondents are given twenty days from this date within which to answer.

F. E. KESSEMER
U. S. DISTRICT JUDGE.

O.K. CHESTER A. BREWER, Attorneys for Complainant.
J. H. MACEY
MACDONALD & FILES Attorneys for Respondents.

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

UNITED STATES OF AMERICA, Plaintiff,)
-vs-) No. 1117 Equity. ✓
FRED L. SHEED, ET AL, Defendants.)

Now on this 2nd day of June, A. D. 1936, it is ordered by the Court that Defendants be granted until June 15, 1936, within which to plead or answer.

Court adjourned to June 3, 1936.

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

NORTH AMERICAN CAR CORPORATION, a corporation,)
Plaintiff,)
vs.)
WHITE OAK CORPORATION, a corporation, et al.,) NO. 802 EQUITY
Defendants,)
SHELL PETROLEUM CORPORATION, a corporation,)
BESSIE M. TAYLOR, individually, and BESSIE M.)
TAYLOR, as Executrix,)
Intervenors.)

D E C R E E

This matter came on to be heard upon the 25th day of September, 1934, Plaintiff and defendant, Centorp Corporation, appeared by their solicitors, Messrs. N. A. Gibson and H. Maxey. Intervenors, Shell Petroleum Corporation, Bessie M. Taylor and Bessie M. Taylor as executrix, appeared by their solicitors, Edward P. Marshall and J. J. D. Cobb. Defendant White Oak Corporation, appeared not by counsel, but by James G. Steese, ancillary receiver hereinbefore appointed therefor.

Thereupon, application was made in behalf of McKes Oil & Gas Company for to intervene herein and to adopt the allegations of the intervening bill of intervenors, Shell Petroleum Corporation, et al. Leave was granted said McKes Oil & Gas Company so to intervene and to adopt and be bound by the allegations of said intervening bill.

Intervenors having offered evidence in support of their intervening bill, cause was adjourned until the 20th day of March, 1935.

Whereupon, the hearing of the cause having been resumed, all parties appeared and introduced their proofs and the cause was taken under consideration and submission by the court.

And now, on this 2nd day of June, 1936, the evidence introduced having been considered, together with the arguments and briefs of counsel thereon, and the court being satisfied in the premises, finds in favor of intervenors in accordance with findings of fact and conclusions of law herein filed.

IT IS THEREFORE CONSIDERED, ADJUDGED AND DECREED:

1. That intervenors, and each of them, are entitled to an accounting from and to have and recover of plaintiff, North American Car Corporation, and defendant, Centorp Corporation, each the amounts, respectively, to-wit:

Shell Petroleum Corporation, \$5476.12, with interest thereon at the rate of 6% per annum from October 31, 1929;

Bessie M. Taylor, as executrix of the estate of R. H. Taylor, deceased, \$2500.00 with interest thereon at the rate of 6% per annum from and after the 19th day of June, 1933;

Bessie M. Taylor, \$500.00, with interest thereon at the rate of 6% per annum from and after the 19th day of June, 1933;

McKes Oil & Gas Company, the sum of \$2716.71, with interest thereon at the rate of 6% per annum from and after September 27, 1933, in behalf of each of which, respective execution and other proper process for the satisfaction thereof may herein issue.

2. That said intervenors have and recover their costs herein.

UNITED STATES DISTRICT COURT IN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA THURSDAY, JUNE 4, 1936

To all of which plaintiff and defendant, Centorp Corporation excepted, are excepted, and exceptions in their behalf are hereby allowed.

F. E. KENNAMER
District Judge.

ENDORSED: Filed Jun 4 1936
H. P. Warfield, Clerk
U. S. District Court ME

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

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

ORDER AUTHORIZING SALE OF REAL ESTATE

THIS CAUSE COMING on to be heard on this 4th day of June, 1936, on the application of Rex Watkinson, Receiver for Exchange National Company, and the Court having said application, and finding that it has jurisdiction to entertain the same, and enter thereon, and being fully advised in the premises, finds that said application should be granted.

IT IS THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said application be, and the same hereby is sustained, and the said Rex Watkinson be, and he is hereby authorized and empowered to advertise, as by law provided, and sell at public sale, the following described premises:

Lot 16, Block 1, Kraatz-Gerlach Addition to the City of Tulsa, Oklahoma; located at 1302 North Main;

provided that the sale price shall not be less than the sum of \$3250.00, and that the same be held on the premises above described; and that he be authorized, directed and empowered to do all other things, necessary and proper in order fully and effectually to accomplish the intent and spirit of the application and this order.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE

ENDORSED: Filed Jun 4 1936
H. P. Warfield, Clerk
U. S. District Court B

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.)

ORDER SETTING APPLICATION FOR LIQUIDATION FOR HEARING

this cause coming on for hearing on this the 4th day of June, 1936, on the motion of Rex Matkinson, Receiver for Exchange National Company, for an order directing liquidation of Exchange National Company be entered pursuant to the previous instruction of this Court, and likewise that said application for liquidation be set for hearing, and type of notice therefor be authorized, and the Court finding that it has jurisdiction to entertain said application, and finding that said application was made pursuant to previous order and direction of this Court, and that said application should be sustained.

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

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that said application for liquidation be set for hearing on the 22nd day of June, 1936, and that notice of hearing on said application to liquidate be given by mailing by the United States District Court of a copy of this order to all parties interested in said liquidation, and that all other things be done, necessary and proper, effectually to accomplish the letter and spirit of said application and this order.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Jun 4 1936
H. P. Warfield, Clerk
U. S. District Court B

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

C. E. FOSTER,	Plaintiff,)	
)	
vs.		)	No. 1108 Equity. ←
)	
GLORA E. LAWRENCE, NEE HILL, ET AL,	Defendants.)	

O R D E R

Now on this 4th day of June, 1936, on application of the United States Attorney for the Northern District of Oklahoma, on behalf of the United States, for an extension of time in which to intervene and plead or answer in the above entitled cause, and the Court being fully advised in the premises finds that such extension of time should be granted.

IT IS THEREFORE ORDERED that the United States Attorney be, and hereby is granted an extension of 30 days from June 5, 1936, in which to intervene and plead or answer in this cause.

F. E. KENNAMER
JUDGE

O.K. C. E. BAILEY
United States Attorney

ENDORSED: Filed Jun 4 1936
H. P. Warfield, Clerk
U. S. District Court

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

J. C. OWENS, Plaintiff,)
vs.) NO. 8173 EQUITY.)
SHELL PETROLEUM CORPORATION, a)
CORPORATION, Defendant.)

ORDER OF DISMISSAL WITH PREJUDICE.

It is ordered that the above styled and numbered case be dismissed with-
out the institution of any future action at the cost of plaintiffs.

Dated at Tulsa, this 8th day of June, 1936.

F. E. KENNAMER
U. S. DISTRICT JUDGE

RECORDED: Filed Jun 11 1936
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned to June 9, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, JUNE 9, 1936

Court convened pursuant to adjournment, Tuesday, June 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 FOR THE NORTHERN DISTRICT OF OKLAHOMA

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

ORDER Authorizing SALE OF REAL ESTATE

THIS CAUSE COMING on to be heard on this the 9th day of June, 1936, on the
filed application of Rex Watkins, Receiver for Exchange National Company, for an order
appointing, directing and empowering him to offer for sale and sell to the highest bidder at public
sale the same not being less than \$200.00, the following described property, to-wit:

Lots 12, 13, 14, 15 and 18 and S20' of Lots 5, 6,
7, 8, 9, 10 and 11 and S20' of Lot 4, all in Block
12 and Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21
and 22 and S20' of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9,
10, 11 all in Block 11, and Lots 3, 4, 5, 6, 7, 8,
9, 10 and 11 all in Block 28 of the Townsite of
Leonard, Oklahoma

The Northwest Quarter of the Southeast Quarter and Lot Eleven (11) being the Southwest Quarter of the Southeast Quarter) on the West bank of the Neosho River, Section Twenty-seven (27), Township Twenty-eight (28) North, Range Twenty-two (22) East,

for the purpose of correcting the error in the description of said property as contained mortgage executed by the Exchange National Company to J. A. Chapman on the 29th day of April 1933, and recorded in Book 144, page 156, of the records of Ottawa County, Oklahoma, and contained in the sheriff's deed executed by Eli Dry, Sheriff of Ottawa County, Oklahoma, in connection with the foreclosure of said mortgage, which said sheriff's deed is recorded in Book 146, page 416, of the records of Ottawa County, Oklahoma.

F. E. KENNAMER
District Judge.

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

G. W. FRAZIER,	Plaintiff,)	
)	
-vs-	)	No. 927 - Equity.
)	
THE CARTER OIL CO.,	Defendant.)	

Now on this 9th day of June, A. D. 1936, it is ordered by the Court that the report of Plaintiff to Master's report herein be and the same is denied and exceptions allowed. Exceptions of Defendant to Master's report are by the Court sustained and exceptions allowed in favor of Plaintiff. Each party to pay costs heretofore advanced by them and any unpaid costs upon entering of the Decree to be taxed against Plaintiff.

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

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

JOURNAL ENTRY OF JUDGMENT

Now on this eleventh day of May, 1936, this cause coming on for trial upon regular assignment and the plaintiff having heretofore paid the proceedings of the insurance policy into court and having obtained an order from this court discharging said plaintiff from her liability and the defendant Myrtle Clark appearing in person and by her attorneys Mos Young and Christy Russell and the defendant Hattie Clark appearing in person and by her attorney Floyd L. Rheam and both parties announcing ready for trial and the court having heard the testimony of witnesses sworn and examined in open court and being fully advised in the premises find

That the defendant Myrtle Clark is not entitled to take the proceeds under the policy of insurance issued on the life of Earl Clark by virtue of being designated as "wife" beneficiary in said policy nor is she entitled to said proceeds as a dependant. The court

Alice Carmelita Quinlan be, and they are hereby, granted 20 days from the date of this order which to plead to or answer the bill of complaint on file herein.

Dated at Tulsa, Oklahoma, this 9 day of June, 1936.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE.

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

Court adjourned to June 10, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, JUNE 10, 1936

Court convened pursuant to adjournment, Wednesday, June 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.

United States,	Plaintiff,	}	No. 1006 Equity ✓
vs.			
Alice M. O'Brien, et al,	Defendants.	}	

ORDER APPROVING MARSHAL'S SALE

Now on this 10th day of June 1936, comes the plaintiff, the United States in its own behalf and in behalf of Catherine Owens Mosier, Osage Allottee No. 2186, by its attorney Chester A. Brewer, Assistant United States Attorney, for the Northern District of Oklahoma moves the Court to confirm a sale of real estate made by the United States Marshal for said district, under a writ of execution and order of sale issued out of the office of the Clerk of the United States District Court for said District, on the 24 day of April, 1936, said sale be the following described property, to-wit:

The North Ten Feet of Lot Thirty-eight; and Lots Thirty-nine and Forty, in Block Eighty-four, original town of Pawhuska, Osage County, Oklahoma.

And the Court having examined the proceedings of said sale by United States Marshal under said writ and order, finds that said proceedings have been performed in all respects in conformity to law, and that no exceptions have been filed and no objections made to said sale.

It is therefore ordered by the Court that said sale and the proceedings thereunder, and the return thereof, be, and the same are hereby approved and confirmed in all things.

It is further ordered by the Court that Jno. P. Logan, United States Marshal for the Northern District of Oklahoma, make and execute to the purchaser of said land, as shown on said return,

Court convened pursuant to adjournment, Friday, June 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:

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

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

JOURNAL ENTRY AND DECREE

Now on this 30th day of April, 1936, the above styled cause came on for hearing upon the Special Master's report, the separate exceptions thereto filed by various defendants, the entire record and the briefs of counsel, from all of which the Court finds and adjudges as follows:

(a) That on June 25, 1932, in consideration of moneys loaned to J. D. Yeargain as surviving member of the partnership of Yeargain & Yeargain, for purposes of paying tax on partnership property, said J. D. Yeargain as surviving member of said partnership executed and delivered to the Security Bank & Trust Company of Miami, Oklahoma, a promissory note in the principal sum of \$750.00, with interest thereon at 10% per annum from September 23, 1932, until paid. That there is now due thereupon the sum of \$432.31 with interest thereupon at 10% per annum from October 30, 1933, until paid; that said defendant is the owner of said note.

(b) That on August 4, 1933, in consideration of moneys loaned to J. D. Yeargain as surviving member of the partnership of Yeargain & Yeargain, to be used in payment of taxes on partnership assets, said surviving partner executed and delivered to the Security Bank & Trust Company of Miami, Oklahoma, a promissory note in the principal sum of \$1075.71 with interest thereon at 10% per annum from the date thereof until paid. That nothing has been paid on said note and the whole amount thereof is due and that said bank is the owner and holder of said note.

(c) That on September 22, 1930, for the purpose of securing the indebtedness evidenced by the two notes described in paragraphs (a) and (b), foregoing, J. D. Yeargain as surviving member of the partnership of Yeargain & Yeargain, executed and delivered to Charles A. Neal as trustee for the defendant, Security Bank & Trust Company, a deed conveying the following property, to-wit:

Lot 24, Block 117, Lots 2-3-4-5 Block 122, Lot 8, Block 13, the S $\frac{1}{2}$ of Lot 9, Block 180, all in the city of Miami, Oklahoma, according to the original plat thereof.

That on October 15, 1931, for the same purposes as last stated, J. D. Yeargain, in the same capacity, executed and delivered to Charles A. Neal as trustee for the defendant, Security Bank & Trust Company, a deed conveying the following property, to-wit:

Lot 7 in Block 71, city of Miami, Oklahoma, according to the original plat thereof, and the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 1, Township 27 North, Range 22 East, Ottawa County, Oklahoma.

That said deeds were so executed and delivered for the purpose of securing the payment of the two notes hereinbefore described, and said deeds are in fact mortgages on said property, and are valid, existing and first liens on said property.

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, JUNE 18, 1936

(d) That in September, 1930, J. D. Yeargain as surviving member of the partnership of Yeargain & Yeargain, did, for the purpose of procuring money to pay partnership debts, sell and convey to W. H. Steen, the following partnership lands, to-wit:

Lot 27 and the $\frac{1}{2}$ of Lot 28 Block 94 in the City of Miami, Oklahoma, according to the original plat thereof.

That said sale was made for a good, valuable, consideration, and for the purpose of procuring the money to buy said property said W. H. Steen borrowed the sum of \$6,000.00 from the Security Bank & Trust Company, which was paid on the purchase price thereof. That in consideration of said loan and as evidence thereof, said Steen executed and delivered to said Bank his note dated September 13, 1930, in the principal sum of \$6,000.00 secured by a mortgage on said real estate of even date, which mortgage is of record in Book 137, Page 51 of the public records of Craig County, Oklahoma. That said mortgage is a valid first lien and encumbrance on said real estate and is so established and decreed.

(e) That in September, 1931, J. D. Yeargain as surviving member of the partnership of Yeargain & Yeargain, did, for the purpose of procuring money to pay partnership debts, sell and convey to G. T. Fueston and his wife, Edna Fueston, the following partnership lands, to-wit:

The NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and the W $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 24, Twp. 28 N., Range 20 East, Craig County, Oklahoma.

That said sale was made for a good and valuable consideration, and for the purpose of procuring the money with which to buy said property said G. T. Fueston and Edna Fueston borrowed the sum of \$1,500.00 from the Security Bank & Trust Company, herein, which was paid on said purchase price. That in consideration of said loan and as evidence thereof said G. T. and Edna Fueston executed and delivered to said bank their promissory note dated September 23, 1931, in the principal sum of \$1,500.00 secured by a real estate mortgage on the above described real estate, which mortgage is of record in Book 157 page 447 of the public records of Craig County, Oklahoma. The Court finds that said mortgage is a first, valid and subsisting lien against said real estate and is so established and decreed.

(f) That in December, 1931, J. D. Yeargain as surviving member of the partnership of Yeargain & Yeargain, did, for the purpose of procuring money to pay partnership debts, sell and convey to Charles E. Blizzard, the following partnership lands, to-wit:

The S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec. 11, Twp. 28 N., Range 21 East, Craig County, Oklahoma

That said sale was made for a good and valuable consideration and, for the purpose of procuring the money with which to buy said property, said Charles E. Blizzard borrowed the sum of \$1,930.11 from the Security Bank & Trust Company, herein, which money was paid on the purchase price of said property. That in consideration of said loan and as evidence thereof, said Charles E. Blizzard executed and delivered to said bank his promissory note for the principal sum of \$1,930.11 secured by a real estate mortgage on said real estate, which mortgage is of record in Book 157 page 441 of the public records of Craig County, Oklahoma. The Court finds that said mortgage is a valid, first and subsisting lien against said real estate and is so established and decreed.

(g) The court finds that J. D. Yeargain as surviving member of the partnership of Yeargain & Yeargain did, from time to time make deposits to his account in said Security Bank & Trust Company, and that said J. D. Yeargain has checked out of said bank all of said monies deposited. The Court finds that said bank had no knowledge nor notice of the purposes for which said money was so withdrawn and the uses made of said money, and that said bank is in no way liable to plaintiffs by reason thereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the exceptions filed by the defendant, Security Bank & Trust Company, a corporation of Miami, Oklahoma, to the findings of fact and conclusions of law included in the Report of the Special Master herein

insofar as they affect said defendant, be and they hereby are sustained.

To the order and judgment of the court so made, the plaintiffs and each of them are allowed an exception.

(h) That upon the 18th day of April, 1932, the defendants W. L. Tonkins and Arra Tonkins purchased from J. D. Yeargain as surviving partner of Scott A. Yeargain, deceased, the following described real estate, to-wit:

West Half of Southeast Quarter of Section 29, Township 25 North, Range 23 East, of the Indian Meridian, Delaware County, Oklahoma;

that said defendants W. L. Tonkins and Arra Tonkins purchased said lands and paid the agreed consideration therefor to the surviving partner J. D. Yeargain and that said transaction was a bona fide transaction and that the warranty deed made, executed and delivered by J. D. Yeargain as surviving partner, to said defendants is invalid in all respects, and the title of said purchasers is hereby quieted in them against all parties to this cause.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the exceptions of W. L. Tonkins and Arra Tonkins to the Master's report to the findings of fact and conclusions of law be, and the same are hereby sustained.

To the order and judgment of the court the plaintiffs and each of them are allowed an exception.

(i) That on October 6, 1924, William H. Moore and wife were the owners of

South Half of the Northwest Quarter of Section 19, Township 26 North, Range 23 East, and the Southwest Quarter and the Southeast Quarter of the Northeast Quarter of Section 24, Township 26 North, Range 22 East, in Ottawa County, Oklahoma,

and on said date for a valuable consideration the said William H. Moore and wife made, executed and delivered to Bartlett Brothers Land & Loan Company their mortgage upon said property as security for a loan; that said mortgage was duly assigned to Conservative Mortgage Company in 1929;

That in November, 1928, the said William H. Moore and wife executed a second mortgage covering the same land to Scott A. Yeargain, who instituted foreclosure proceedings during his lifetime, but which were concluded after his death, and sheriff's deed duly taken by the defendant J. D. Yeargain, the second mortgage having been partnership property of the partnership of Yeargain & Yeargain;

That after said J. D. Yeargain, the surviving partner, so acquired the equity in the real estate above mentioned, he arranged for a new mortgage in lieu of the first mortgage, and accordingly the Conservative Mortgage Company released its first mortgage January 16, 1930, and took a new mortgage January 18, 1930, from the said J. D. Yeargain and his wife. That said first mortgage was never paid, but a new mortgage was taken in its stead;

That the Conservative Mortgage Company assigned the last mortgage under date January 31, 1930, to the defendant Frederick J. Patz, and that said mortgage was duly foreclosed and sheriff's deed issued to the said Patz on January 6, 1933;

That the said Frederick J. Patz is now the owner of the above described real estate, and that neither the plaintiffs, nor any of them, nor any of the other defendants, have any right, title or interest therein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the exception filed by the defendant Frederick J. Patz to the findings of fact and conclusions of law of the Special Master herein, insofar as they affect the said defendant, be and they are hereby sustained.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the title of said Frederick J. Patz in and to said real property be, and the same is hereby, quieted and confirmed in the said defendant; and it is hereby adjudged and decreed that said real estate be free and clear of all right, title, interest, estate in or lien upon the same, of any of the plaintiffs respectively, and all of the other defendants in this action, and all of the claims of the plaintiffs and the other defendants herein are hereby enjoined from asserting or claiming any title, interest, estate in or lien upon any part or all of said real estate.

To the order and judgment of the court so made the plaintiffs and each of them are allowed an exception.

(j) That on July 15, 1927, J. D. Yeargain, as surviving partner of Scott A. Yeargain, deceased, conveyed by warranty deed to W.L. McWilliams, the

Northwest Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of the Southeast Quarter, and the South Half of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter, and the North Half of the South Half of the Southwest Quarter, and the West Half of the Northeast Quarter of the Southwest Quarter, and the Northeast Quarter of the Northeast Quarter of the Southwest Quarter, and the West Half of the Northeast Quarter of the Southeast Quarter, all in Section 13, Township 27 North, Range 22 East, in Ottawa County, Oklahoma,

and that on July 9, 1927, J. D. Yeargain, as surviving partner of Scott A. Yeargain, deceased, conveyed by warranty deed to said W. L. McWilliams and J. A. Daniels, the

Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section Six (6), Township Thirteen (13) North, Range Nineteen (19) East, in Muskogee County, Oklahoma;

That the said J. D. Yeargain, as surviving partner of Scott A. Yeargain, deceased, had full legal right to make and execute, and did in fact make, execute and deliver, valid conveyances by warranty deed of and to the above described lands as hereinbefore set out.

IT IS THEREUPON AND THEREFORE, ORDERED, ADJUDGED AND DECREED that all exceptions of the above defendants to the report of the Special Master in chancery be, and the same are hereby SUSTAINED, and the findings of fact and conclusions of law in said report contained herein are hereby DISALLOWED, OVERRULED AND SET ASIDE, insofar as the same affect the defendants Laurence McWilliams, Harold Austin McWilliams, Leo Bruce McWilliams, and all heirs at law of W. L. McWilliams, deceased, and their title to the aforesaid land is quieted in said heirs against the claims of all persons to this case.

Plaintiffs are each allowed an exception.

(k) That upon the 28th day of December, 1927, the defendant, H. K. Miller, made a loan to J. D. Yeargain, as surviving partner of the firm of Yeargain & Yeargain, for the sum of \$1200.00 secured by a mortgage upon the

North Half of the Southeast Quarter of Section 25, Township 27 North, Range 22 East of the Indian Meridian, Ottawa County, Oklahoma;

that said mortgage and loan were made in good faith and that the proceeds of said loan were

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, JUNE 12, 1936

actually received by J. D. Yeargain as surviving partner of Scott A. Yeargain, deceased, that said mortgage is a valid, subsisting mortgage and that the same has not been paid;

That upon the 11th day of October, 1927, the defendant H. K. Miller loaned to J. D. Yeargain, the surviving partner of Scott A. Yeargain, deceased, the sum of \$2,000.00 and took as security therefor a real estate mortgage covering the

Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 3, Township 27 North, Range 23 East of the 1 Meridian, Ottawa County, Oklahoma;

that said consideration of \$2,000.00 was actually paid to J. D. Yeargain as surviving partner of the firm of Yeargain & Yeargain and that the same is a valid, existing mortgage and that the same has not been paid; that thereafter J. D. Yeargain as surviving partner of the firm of Yeargain & Yeargain conveyed this real estate subject to the mortgage above set out to defendant Walter H. Steen; that thereafter, in full satisfaction of any claim whatsoever said Walter H. Steen might have against said partnership of Yeargain & Yeargain, this cause was dismissed with prejudice as to the defendant Walter H. Steen insofar as the aforesaid land is concerned but not otherwise, and that by reason thereof the interest of the partner of the firm of Yeargain & Yeargain in this real estate became extinguished.

And it appearing to the court that the mortgage executed by J. D. Yeargain surviving partner of Yeargain & Yeargain on October 11, 1927, to H. K. Miller in the sum of \$2,000.00 covering the following described real estate, to-wit:

Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 3, Township 27 North, Range 23 East of the Indian Meridian, Ottawa County, Oklahoma,

is a valid, subsisting mortgage, and it further appearing to the Court that by reason of the conveyance to the defendant Walter H. Steen as heretofore set out, that the partnership of Yeargain & Yeargain and the plaintiffs have no further interest in said real estate,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that this cause and the same is hereby dismissed with prejudice as to the defendant H. K. Miller so far as the defendant H. K. Miller insofar as the same affects the real estate described as follows:

Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 3, Township 27 North, Range 23 East of the Indian Meridian, Ottawa County, Oklahoma.

To the order and judgment of the Court the plaintiffs and each of them are an exception.

That upon the 28th day of September, 1932, J. D. Yeargain as surviving partner of the firm of Yeargain & Yeargain conveyed by warranty deed to the defendant H. K. Miller the following described real estate, to-wit:

Northwest Quarter of Southwest Quarter and Northeast Quarter of Southwest Quarter of Southwest Quarter of Section 23, Township 27 North, Range 22 East of the Indian Meridian, Ottawa County, Oklahoma;

that said transaction was a bona fide transaction made in good faith and that the deed conveyed said property which was not grossly in excess of the amount of the debt; which deed was given in lieu of a mortgage of \$750.00 and is a valid deed;

That upon the 27th day of September, 1932, J. D. Yeargain as surviving partner of the firm of Yeargain and Yeargain conveyed to the defendant H. K. Miller by warranty deed consideration of \$1800.00 the following described real estate, to-wit:

The South Half of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 23, Township 27 North, Range 22 East, Ottawa County, Oklahoma;

that the consideration for said deed was adequate and that the value of said real estate grossly in excess of the amount paid and that said sum was actually paid to said J. D. Yeargain surviving partner of Scott A. Yeargain, deceased, in good faith;

That upon the 28th day of September, 1932, J. D. Yeargain as surviving partner of the firm of Yeargain & Yeargain conveyed to the defendant H. K. Miller by warranty deed, consideration therefor being the cancellation of an indebtedness of \$800.00 evidenced by mortgage upon the following property which was conveyed in lieu of said indebtedness; said property being described as follows, to-wit:

Lot Thirteen in Block Forty-four in the City of Miami, Ottawa County, Oklahoma;

that said conveyance was made in good faith and that the value of said property was not in excess of the amount of the debt against said property and that the transaction was made in good faith, and H. K. Miller's title to the aforesaid land is hereby quieted against claim of all parties to this suit;

That upon the 9th day of February, 1931, the defendant H. K. Miller loaned to J. D. Yeargain as surviving partner of the firm of Yeargain & Yeargain the sum of \$900.00 and as security therefor a warranty deed covering the

North Half of the Northwest Quarter of Section 24, Township 26 North, Range 22 East, Ottawa County, Oklahoma;

that said deed constitutes a mortgage as set out in the stipulation of fact filed herein and that said consideration was actually paid in good faith by defendant, H. K. Miller to J. D. Yeargain as surviving partner of the firm of Yeargain & Yeargain and that said deed is a valid and subsisting mortgage upon said real estate;

That upon the 9th day of February, 1931, the defendant H. K. Miller loaned to J. D. Yeargain as surviving partner of the firm of Yeargain & Yeargain the sum of \$800.00 as security therefor a warranty deed covering the following described real estate, to-wit:

South Half of Southwest Quarter of Section 33, Township 27 North, Range 22 East, Ottawa County, Oklahoma;

That in accordance with the stipulation of fact that said deed is in fact a mortgage and that said sum was actually paid by defendant H. K. Miller in good faith to the said J. D. Yeargain as surviving partner of the firm of Yeargain & Yeargain and that the same constitutes a valid subsisting mortgage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the exceptions filed by the defendant H. K. Miller to the findings of fact and conclusions of law included in the Special Master's report insofar as they affect the defendant H. K. Miller be and the same be by sustained.

And it appearing to the court that the mortgage executed by J. D. Yeargain as surviving partner of Yeargain & Yeargain, on December 28, 1927, to H. K. Miller, covering

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, JUNE 12, 1936

North Half of the Southeast Quarter of Section 25, Township 27 North,
Range 22 East, lying in Ottawa County, Oklahoma,

to secure an indebtedness of \$1200.00. which indebtedness is due and unpaid, should be fo

IT IS ORDERED AND ADJUDGED that said mortgage be and is hereby foreclosed. Special Master, J. M. Hill, is ordered to advertise said land for sale at public sale at Court House in Ottawa County, Miami, Oklahoma, for cash, as hereinafter more specifically vided, said sale to be advertise in accordance with the provisions of Section 849, Title of the Judicial Code (49 Stat. L. 390), the notice of said sale to be submitted to and ap by the court. But said sale is suspended for aperiod of six months from and after the de of this decree.

IT IS FURTHER ORDERED that if the indebtedness, with interest thereon, is to the Special Master for the benefit of H. K. Miller, within six months from the date of decree, then said Special Master will report such payment to the court and this part of t decree shall thereupon be revoked.

To the order and judgment of the court the plaintiffs and each of them are an exception.

(l) That C. M. Hays is the owner in fee of the

East Half of the Northeast Quarter of Section 27, Township 23 North, Range 24 East, lying in Delaware County, Oklahoma,

and W. L. Kelly is the owner in fee of the

East Half of the Southwest Quarter of Section 3, Township 23 North, Range 23 East, lying in Delaware County, Oklahoma,

and Leonard George is the owner in fee of the

West Half of the South-east Quarter of Section 20, Township 23 North, Rang 24 East, lying in Delaware County, Oklahoma,

and it is ORDERED AND ADJUDGED that their respective titles in and to the above separate of land be and the same are hereby quieted against the claims of all persons to this suit

To the order and judgment of the court the plaintiffs and each of them are ed an exception.

(m) That the Special Master's report is in all things approved and confir except as above ordered and adjudged, and it appearing to the Court from the evidence and Special Master's report that defendant, Joseph D. Yeargain, sometimes referred to in the as J. D. Yeargain, surviving partner of Scott A. Yeargain, deceased, withdrew from the par ship assets the sum of \$192,197.88 in excess of his share of the partnership assets and is indebted to the partnership in that sum of money on account thereof,

IT IS THEREFORE ORDERED, ADJUDGED, CONSIDERED AND DECREED that the plaintiff Caroline L. Yeargain, as Administratrix of the estate of Scott A. Yeargain the sum of \$96, and said judgment is hereby adjudged a lien on all the partnership assets except that the parties mentioned as mortgagees in the above described mortgages and as grantees in the al mentioned deeds herein held to be mortgages shall each respectively have a first lien on t proceeds realized from the sale of the respective lands described in said mortgages and de herein adjudged to be mortgages.

(n) That defendant, Joseph D. Yeargain, be and is hereby restrained and perpetually enjoined from exercising any domination or control over any of the partnership's either real or personal, and wherever located, and from disposing of any of the partnership's assets by sale, mortgage or otherwise, and is perpetually enjoined from claiming or asserting any rights in and to any property herein adjudged not to be partnership assets.

(o) That Lot 16, Block 48, in the City of Miami, Ottawa County, Oklahoma, separate property of Caroline L. Yeargain and is not now and has not at any time been part of the partnership of Yeargain & Yeargain, and

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Caroline L. Yeargain's interest in and to the aforesaid Lot 16, Block 48, be and the same is hereby quieted against the claim of all parties to this action.

(p) That the North Half of the Northwest Quarter of Section 12, Township Range 20 East, containing 79.80 acres, lying in Mayes County, State of Oklahoma, is not part of the assets of the partnership of Yeargain & Yeargain, but is the separate property of the plaintiff, Caroline L. Yeargain.

IT IS HEREBY ADJUDGED, CONSIDERED AND DECREED that Caroline L. Yeargain's interest in and to the aforesaid land in Mayes County, Oklahoma, be and is hereby quieted against the claim of all parties to this suit.

(q) That it appears from the record that on December 22, 1931, Marguerite Steen commenced an action in the District Court of Tulsa County, Oklahoma, against American Life Insurance Company, a corporation, defendant, to recover upon life insurance policy No. A-391 on the life of Tom Steen in the sum of \$3,000.00, in which action J. D. Yeargain was made as surviving partner of the partnership of Yeargain & Yeargain on January 14, 1932, and in said action Caroline L. Yeargain, individually and as administratrix of the estate of Scott A. Yeargain, deceased, and Marjorie C. Frankenberger, Helen E. Yeargain and Scott A. Yeargain by line L. Yeargain, his guardian, intervened and prayed that the proceeds of said life insurance policy then paid into the District Court of Tulsa County, Oklahoma, by the insurance company be found and adjudged assets of the partnership of Yeargain & Yeargain, and it appearing that said state court action entitled Marguerite Steen, plaintiff, vs. American Life Insurance Company, a corporation, defendant, No. 52138, has been settled in said state court and that said state court is now holding in its possession the sum of \$2,000.00, and it appearing to this court that said \$2,000.00 insurance money in the custody of said state court is partnership assets of the partnership of Yeargain & Yeargain.

IT IS THEREFORE ORDERED, ADJUDGED, CONSIDERED AND DECREED that Caroline L. Yeargain, administratrix of the estate of Scott A. Yeargain, deceased, make written application to the District Court of Tulsa County, Oklahoma, in said cause No. 52138 for an order directing said \$2,000.00 to be turned over to her upon her receipt to said court and its clerk for said \$2,000.00, and said Caroline L. Yeargain is hereby ordered and directed, upon the receipt of said \$2,000.00 to pay over to J. M. Hill, Special Master in this case, the sum of \$653.00 as part of his fee allowed herein, \$78.00 of said \$653.00 to be in full satisfaction of said Special Master's stenographer's expenses and the balance of said \$2,000.00, to-wit, \$1,347.00, is hereby awarded to Caroline L. Yeargain, of which amount one-half shall become a credit on her judgment here rendered against J. D. Yeargain.

(r) That it appearing to the Court that the deed executed by J. D. Yeargain, surviving partner of Yeargain & Yeargain to Charles A. Neal, as trustee for defendant, Security Bank & Trust Company, covering

Lot 24, Block 117, Lots 2-3-4-5 Block 122, Lot 8, Block 13, and S $\frac{1}{2}$ of Lot 9, Block 180 all in the City of Miami, Oklahoma, according to the original plat thereof,

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, JUNE 12, 1936

is in law and in fact a mortgage and as such should be foreclosed and said land sold and proceeds thereof applied to the payment of the indebtedness described in Paragraphs (a) of this decree; and it appearing to the court that the deed executed by J. D. Yeargain as living partner of Yeargain & Yeargain to Charles A. Neal, as trustee for defendant, Security Bank & Trust Company, covering

Lot 7, Block 71, City of Miami, Oklahoma, according to the original plat thereof, and the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 1, Township 27 North, Range 22 East, Ottawa County, Oklahoma,

is in law and in fact a mortgage and as such should be foreclosed and said land sold and proceeds thereof applied to the payment of the indebtedness described in Paragraphs (a) of this decree.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, CONSIDERED AND DECREED that J. M. Hill, a member of the Bar of Tulsa, Oklahoma, be and is hereby appointed Special Master, with directions to sell all the above parcels of land described in this paragraph (r), in separate parcels at public sale, at the Court House in Ottawa County, Miami, Oklahoma, for cash as hereinafter more specifically provided. Said Special Master is ordered and directed to call an inquest of three disinterested householders who shall be resident citizens of Ottawa County and administer to them an oath impartially to appraise the above described property in separate parcels upon actual view, and said householders shall forthwith return to said Special Master under their hands an estimate of the real value of each of said parcels. The Special Master is ordered to advertise said parcels of land for sale in separate parcels and proceed in accordance with the provisions of Section 849, Title 28 of the Judicial Code (49 Stat. L. 390). The Special Master shall submit to this Court for its approval the form of the publication notice.

(s) And it appearing to the Court that the deed executed by J. D. Yeargain, surviving partner of Yeargain & Yeargain, on February 9, 1931, to H. K. Miller, covering the

North Half of the Northwest Quarter of Section 24, Township 26 North, Range 22 East, Ottawa County, Oklahoma,

is in law and in fact a mortgage to secure an indebtedness of \$900.00 with interest thereon and as such mortgage should be foreclosed and the said land sold and the proceeds applied to the payment of said indebtedness, with interest thereon;

And it appearing to the court that the deed executed by J. D. Yeargain, as surviving partner of Yeargain & Yeargain, on February 9, 1931, to H. K. Miller, covering the

South Half of the Southwest Quarter of Section 33, Township 27 North, Range 22 East, Ottawa County, Oklahoma,

is in law and in fact a mortgage to secure an indebtedness of \$800.00, with interest thereon and as such mortgage should be foreclosed and the said land sold and the proceeds thereof applied to the payment of said indebtedness, with interest thereon.

IT IS THEREFORE ORDERED, ADJUDGED, CONSIDERED AND DECREED that said land be sold in separate parcels, at public sale, at the Court House in Ottawa County, Miami, Oklahoma, for cash, as hereinafter provided, and said J. M. Hill, as Special Master, is ordered and directed to call an inquest of three disinterested householders who shall be resident citizens of Ottawa County, Oklahoma, and administer to them an oath impartially to appraise the above described property in separate parcels, upon actual view, and said householders shall forthwith return to said Special Master under their hands an estimate of the real value of each of said parcels and said Special Master is ordered to advertise said parcels of land for sale in accordance with the provisions of Section 849, Title 28 of the Judicial Code (49 Stat. L. 390), and said Special Master shall first submit to this court for its approval the form of the publication notice.

(t) That it appearing from the record that the following lands and real property are partnership assets, to-wit:

DELAWARE COUNTY, OKLA.

The West Half of the Southwest Quarter of the Northwest Quarter, and the Southeast Quarter of the Southwest Quarter of the Northwest Quarter, all in Section 25, Township 25 North, Range 22 East;

the North Half of the Southeast Quarter of the Northeast Quarter, and the Southeast quarter of the Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Northeast Quarter of the Southeast Quarter, of Section 26, Township 25 North, Range 22 East;

South Half of the Southwest Quarter of the Northwest Quarter, and the North Quarter of the Southwest Quarter of the Northwest Quarter of Section 34, Township 25 North, Range 22 East;

South Half of the Northwest Quarter of the Southwest Quarter of Section 1, Township 24 North, Range 23 East;

Southwest Quarter of the Northwest Quarter, and West Half of the Northwest Quarter of the Northwest Quarter of Section 21, Township 23 North, Range 24 East;

East Half of Southwest Quarter of Northwest Quarter, and Southwest Quarter of Southwest Quarter of Northwest Quarter of Section 22, Township 23 North, Range 24 East;

Southwest Quarter of Southeast Quarter of Northwest Quarter, and Northwest Quarter of Northeast Quarter of Southwest Quarter of Section 15, Township 23 North, Range 24 East;

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 27, Township 23 North, Range 24 East, Delaware County, Oklahoma.

Southeast Quarter of Southeast Quarter of Southwest Quarter, of Section 15, Township 24 North, Range 24 East;

Southwest Quarter of Northwest Quarter of Southwest Quarter, and North Half Southwest Quarter of Southwest Quarter, and East Half of Northwest Quarter of Southwest Quarter, and Northwest Quarter of Northeast Quarter of Southwest Quarter, of Section 28, Township 24 North, Range 24 East;

Southwest Quarter of Southwest Quarter of Section 17, Township 23 North, Range 25 East;

East Half of Southeast Quarter of Southeast Quarter, and Southwest Quarter of Southeast Quarter of Southeast Quarter, Section 18, Township 23 North, Range 25 East;

Southeast Quarter of Northwest Quarter of Northwest Quarter, of Section 30, Township 24 North, Range 25 East;

Northeast 10.24 acres of Lot 1, Section 6, Township 20 North, Range 26 East

West 23 feet of Lot 5; lots 8, 9, 10, and 11, and the West 26 feet of Lot 7 and the North 1 ft. of Lot 12, and South 10 ft. of the North 13 ft. of Lot 13, and the South 22 feet of Lot 12, less the West 60 ft. and the North 3 ft. of Lot 13, less 60 ft. Block 26, all in the original town of Grove, Delaware County, Oklahoma.

County, Oklahoma; also Lots 1, 2, 3 and 4 in Rogers and Jones Addition to Town of Grove, Delaware County, Oklahoma.

OTTAWA COUNTY, OKLA.

Northwest Quarter of Northeast Quarter of Section 16, Township 26 North, Range 22 East;

West Half of Southwest Quarter of Section 1, Township 27 North, Range 22 East;

West Half of Southwest Quarter of Southwest Quarter, and Southeast Quarter of Southwest Quarter of Southwest Quarter of Section 24, Township 27 North, Range 22 East;

North Half of Northwest Quarter of Section 27, Township 27 North, Range 22 East; (subject to a mortgage to J. W. Leonard);

Lots 3 and 4, Section 30, Township 27 North, Range 22 East;

Northeast Quarter of Southeast Quarter of Northwest Quarter, of Section 7, Township 28 North, Range 22 East;

Lot 4, Section 18, Township 26 North, Range 23 East;

The Southwest 9.21 acres and the East 20 acres of Lot 1, in Section 19, Township 26 North, Range 23 East;

East Half of Northwest Quarter, and Northwest Quarter of Northwest Quarter Section 21, Township 27 North, Range 23 East;

South Half of Northeast Quarter of Northwest Quarter, and Northwest Quarter of Northeast Quarter of Northwest Quarter, of Section 35, Township 27 North, Range 23 East;

Southeast Quarter of Southeast Quarter of Section 3, Township 25 North, Range 23 East;

Lot 11, Block 102, City of Miami, State of Oklahoma;

One-half interest in Lots 17, 18, 19 and 20, Block 102, City of Miami, Oklahoma;

Lots 3 and 4, Block 128, City of Miami, Oklahoma;

Lot 19 Block 68, City of Miami, Oklahoma, according to the original plat thereon.

CRAIG COUNTY, OKLA.

East Half of Southeast Quarter of Northeast Quarter, of Section 23, Township 29 North, Range 18 East;

West Half of Northwest Quarter of Southeast Quarter, and Southeast Quarter of Northwest Quarter of Southeast Quarter, of Section 29, Township 29 North, Range 19 East;

A one-half interest in the East Half of the Northeast Quarter of the Northeast Quarter, and Northwest Quarter of Northeast Quarter of Northeast Quarter of Section 35, Township 27 North, Range 21 East.

WASHINGTON COUNTY, OKLA.

North Half of Southeast Quarter of Southwest Quarter, and East Half of Southwest Quarter of Southwest Quarter, Section 25, Township 23 North, Range 12 East;

North Half of Southeast Quarter of Northeast Quarter, and Southeast Quarter of Southeast Quarter of Northeast Quarter of Section 35, Township 23 North, Range 12 East;

Southwest Quarter of Southwest Quarter of Northwest Quarter, of Section 36, Township 23 North, Range 12 East;

and that all the above land should be sold and the proceeds derived therefrom applied to payment or partial payment of the said judgment of Caroline L. Yeargain as Administratrix estate of Scott A. Yeargain, deceased, against Joseph D. Yeargain.

IT IS HEREBY ORDERED, ADJUDGED, CONSIDERED AND DECREED that the Special Master J. M. Hill, sell the above described parcels of land, in separate parcels, at public sale, the Court House in Ottawa County, Miami, Oklahoma, for cash, as hereinafter more specifically provided, it further appearing that the greater part of all the lands ordered sold by this decree are located in Ottawa County, Oklahoma. By "Separate parcels" as herein directed means the lands shall be advertised and sold at public sale in separate parcels where they are not contiguous. The Special Master, in accordance with Section 849 of Title 28 of the Judicial Code (49 Stat. L. 390), shall advertise for public sale all the lands ordered sold by this decree not less than once a week for at least four weeks prior to such sale in a newspaper regularly issued and published in Miami, Oklahoma, having a general circulation in said County; and shall not be necessary to advertise said land sale in any county other than Ottawa County, Oklahoma.

IT IS FURTHER ORDERED AND ADJUDGED that any party adjudged by this decree to be a mortgagee, or deed adjudged to be a mortgage on any of the land ordered sold, may bid the amount of his indebtedness and interest on said land as a cash bid and the Special Master is directed to treat any bid by a mortgagee party to this case as a cash bid up to the extent of their indebtedness and interest of the indebtedness secured by the particular mortgage.

AND IT IS FURTHER ORDERED, ADJUDGED AND CONSIDERED that any bid or bids made by Caroline L. Yeargain, as Administratrix of the Estate of Scott A. Yeargain, deceased, at a Special Master's sale (with the exception of any bids Caroline L. Yeargain may make on the lands ordered sold herein to satisfy mortgages and deeds adjudged to be mortgages) on any parcel or parcels of land shall be treated as a cash bid or bids to be satisfied out of the judgment rendered in her favor against J. D. Yeargain, to the extent of this said judgment. Otherwise the Special Master is directed to require a cash deposit of ten per cent of each bid accepted. The Special Master shall report all bids accepted by him to this court for confirmation or rejection.

(u) It appearing that the following persons and parties were duly served with legal process, to-wit: G. L. Foster, S. M. Durham, F. H. Banks, J. Suel Milbourn, Robert Hall, Fred Kelch and Commissioners of the Land Office of the State of Oklahoma, and that each of them failed to appear and make any defense in this case or any claim to any of the above described lands,

IT IS ORDERED, ADJUDGED, CONSIDERED AND DECREED that they, and each of them, be divested of any right, title or claim in and to said lands, or any part thereof, and that the title of the partnership of Yeargain & Yeargain, Joseph D. Yeargain and the heirs of Scott A. Yeargain, deceased, be, and the same is hereby quieted and the aforesaid persons and parties and all persons claiming by, through or under them, be and are hereby perpetually enjoined from asserting any right, title or interest in and to the lands described in this decree.

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, JUNE 12, 1936

(v) And it appearing that the following named person, to-wit, J. A. Dobk: has filed a disclaimer in this case,

IT IS THEREFORE ORDERED, ADJUDGED, CONSIDERED AND DECREED that he, and the claiming by, through or under him, be and are hereby divested of any right, title or interest in and to the lands described in this decree, and he, and all persons claiming by, through or under him, are perpetually enjoined from asserting any right, title or interest in and to the lands described in this decree.

and it appearing that defendant, J. T. Admonson, having accepted certain properties, fully described in a previous order of this Court, and that said J. T. Edmonson disclaimed all interest in any of the lands described in this decree,

IT IS THEREFORE ORDERED, ADJUDGED, CONSIDERED AND DECREED that J. T. Edmonson and all persons claiming by, through or under him, be and are hereby divested of any right, title or interest in and to the lands described in this decree, and he, and all persons claiming by, through or under him are perpetually enjoined from asserting any right, title or interest in and to any of the lands described in this decree.

(w) IT IS FURTHER ORDERED, CONSIDERED AND DECREED that all the lands described in the mortgages foreclosed by this decree and the deeds adjudged to be mortgages and for which by this decree are assets of the partnership of Yeargain & Yeargain, subject to said mortgages, and that the sale of (a) said lands and (b) all other lands by the Special Master shall be considered as divesting J. D. Yeargain and the heirs and administratrix of Scott A. Yeargain, of all right and title thereto.

(x) The Special Master, J. M. Hill, is allowed a fee of \$1250.00 for his services heretofore rendered in this cause, \$500.00 of which the Court finds has been paid to him, leaving a balance due of \$750.00 plus \$78.00 paid by him for stenographic services.

IT IS ORDERED AND ADJUDGED that the Security Bank & Trust Company pay to J. M. Hill, as a part of his compensation for services heretofore rendered, the sum of \$50.00 within 15 days from this date, and if not paid, execution for said amount may be issued.

IT IS ORDERED AND ADJUDGED that W. L. Tonkins and Arra Tonkins, jointly, pay to J. M. Hill, as a part of his compensation for services heretofore rendered, the sum of \$50.00 within 15 days from this date, and if not paid, execution for said amount may be issued.

IT IS ORDERED AND ADJUDGED that Frederick J. Patz pay to J. M. Hill, as a part of his compensation for services heretofore rendered, the sum of \$50.00 within 15 days from this date, and if not paid, execution for said amount may be issued.

IT IS ORDERED AND ADJUDGED that H. K. Miller pay to J. M. Hill, as a part of his compensation for services heretofore rendered, the sum of \$25.00 within 15 days from this date, and if not paid, execution for said amount may be issued.

IT IS ORDERED AND ADJUDGED that Laura E. McWilliams, Harold Austin McWilliams and Leo Bruce McWilliams, jointly, pay to J. M. Hill, as a part of his compensation for services heretofore rendered, the sum of \$25.00 within 15 days from this date, and if not paid, execution for said amount may be issued.

(y) And it appearing that defendant, Walter H. Steen, sometimes referred to in the record as W. H. Steen, failed to file any exceptions to the Master's report,

IT IS HEREBY ORDERED, ADJUDGED AND CONSIDERED that

Lots 3 and 4, Section 30, Township 27 North, Range 22 East, Ottawa County, Oklahoma,

and

The East Half of the Northwest quarter and the Northwest Quarter of the Northwest Quarter of Section 21, Township 27 North, Range 23 East, Ottawa County, Oklahoma,

are assets of the partnership of Yeargain & Yeargain.

IT IS THEREFORE ORDERED, ADJUDGED AND CONSIDERED that the title to the aforesaid real property of J. D. Yeargain and the heirs at law of Scott A. Yeargain, deceased, be and is hereby quieted against the claims of said W. H. Steen, and all persons claiming by, through or under him, and said property shall be advertised and sold by the Special Master along with the other lands hereby ordered sold, at public sale, and in the same manner herein provided.

And it appearing that defendant Willie Steen failed to file any exceptions to the Master's report, and that plaintiffs and W. H. Steen have fully settled all controversy between them,

IT IS ORDERED, ADJUDGED AND CONSIDERED that neither said W. H. Steen nor defendant Willie Steen has any existing valid claim against the partnership of Yeargain & Yeargain or any interest in or lien on any of the assets of the partnership of Yeargain & Yeargain or the interest of W. H. Steen in the

Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 23, Township 27 North, Range 23 East, Ottawa County, Oklahoma,

and in

Lot 27, and the North Half of Lot 28, Block 94 in the City of Miami, Oklahoma.

Jurisdiction is reserved in this case awaiting the final reports of the Special Master authorized and directed to make a sale of the lands described in this decree, and for such other purposes as may be necessary to finally wind up the affairs of the partnership of Yeargain & Yeargain. It is not intended by this decree to change or modify the judgment of the Court entered on March 21, 1936, based on and approving stipulation executed by plaintiffs Joseph D. Yeargain and Wm. M. Thomas therein recited.

MADE AND ORDERED ENTERED on this 12th day of June, 1936, the same being a regular day of a term of this Court at Tulsa, Oklahoma, this order to be entered as of April 30, 1936.

F. E. KENNAMER
J u d g e.

O.K. E. C. FITZGERALD, Atty for H. K. Miller.
A. G. CRONINGER, Atty for Frederick Patz
T. D. ADAMS, Atty for McWilliams heirs
FRANK NESBITT Atty for Sec. Bank & Trust Co.
WM. M. THOMAS, Atty for W. H. Steen and self
ALVIN TEAGUE, Atty for C. M. Hayes

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

Court convened pursuant to adjournment, Monday, June 15th, 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.

The Lincoln National Life Insurance Company,)
Plaintiff,)
vs.) No. 873 Equity.
Exchange National Company, a corporation,)
Defendant.)

ORDER AUTHORIZING THE FEDERAL NATIONAL BANK OF SHAWNEE, OKLAHOMA, A CORPORATION, AS GUARDIAN OF THE ESTATE OF CHARLINE NAOMI CROSSLAND, A MINOR, TO MAKE REX WATKINSON, RECEIVER OF THE EXCHANGE NATIONAL COMPANY, A CORPORATION OF TULSA, OKLAHOMA, A PARTY DEFENDANT TO A
FORECLOSURE ACTION.

The above entitled matter came on for hearing on the 15th day of June, 1936, before the Honorable F. E. Kennamer, Judge of said Court, upon the application of The Federal National Bank of Shawnee, Oklahoma, a corporation, as guardian of the Estate of Charline Crossland, a minor, for authority to make Rex Watkinson, receiver of the Exchange National Company, a corporation of Tulsa, Oklahoma, a party defendant to a foreclosure action wherein said applicant seeks to foreclose its interest in a first mortgage, which mortgage is in the principal sum of \$4500.00, executed by W. L. Foster and Perle B. Foster, his wife, upon the estate and premises described as follows, to-wit:

Lots five and six (5 & 6) in Block three (3), Parkdale addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

The Court being fully advised in the premises finds: That the Exchange National Company has no interest in the property herein involved but that the real estate mortgage referred to stands of record in the name of the Exchange National Company and that by reason thereof it is proper that Rex Watkinson, as receiver, be made a party defendant to said foreclosure action.

It is therefore ordered that The Federal National Bank of Shawnee, Oklahoma, a corporation, as guardian of the Estate of Charline Naomi Crossland, a minor, be and it is authorized to make Rex Watkinson, as Receiver of the Exchange National Company, a party defendant to the foreclosure action upon the above named property, to be instituted by it in the District Court of Tulsa County, Oklahoma.

F. E. KENNAMER
J U D G E

O.K. HARACE H. HAGAN
T. AUSTIN GAVIN Solicitors for Rex Watkinson
Rec. for Exchange National Company

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

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

Credit Alliance Corporation, a corporation,)
and Graver Corporation, a corporation,)
Plaintiffs,)

vs.)

Beckett Company, Inc., a corporation,)
Western Oil Corporation, a corporation,)
Travis-Senter Refining Company, a corporation,)
J. F. Darby, C. F. Lynde, Geo. W.)
Snedden, Jr. J. R. Travis, I. H. Patton,)
Jr., and Carl Pursel, Defendants.)

No. 636 Equity. ✓

O R D E R

Upon consideration of the oral application of the parties to this cause, the Court hereby orders and directs the Clerk to permit the plaintiffs and defendants to withdraw from the files all of the exhibits introduced in the trial of this cause.

This 16th day of June, 1936.

O.K. RAMSEY MARTIN & LOGAN for Pltf.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Jun 16 1936
H. P. 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,)

vs.)

EXCHANGE NATIONAL COMPANY, Defendant.)

No. 873 Equity. ✓

ORDER AUTHORIZING ACCEPTANCE OF COMPROMISE AND RELINQUISHMENT OF NOTES AND MORTGAGE

THIS CAUSE COMING on to be heard on this the 16th day of June, 1936, on the filed application of Rex Watkinson, Receiver for Exchange National Company, for an order authorizing him to accept a compromise offer of settlement from Fred W. Steiner and Lois H. Steiner, whereunder they and each of them were obligated unto the said Rex Watkinson, Receiver for Exchange National Company, under and by virtue of one promissory notes in writing, amounting to the sum of \$300.00, which said note was secured by a mortgage on the following described to-wit:

The East Half of the North east Quarter of Section Twenty-eight (28)

Township fourteen (14) North, Range Twenty-two (22) West of the Indian Base and Meridian, containing eighty (80) acres, according to the Government Survey thereof, be the same more or less, Roger Mills County, Oklahoma,

in return for the execution and delivery by the said Fred W. Steiner of that certain guar first lien participation certificate issued by Exchange National Company in the principal \$500.00, being certificate No. 411, together with all equity, interest, or privileges or flowing therefrom, 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 the same is hereby sustained, and the said Rex Watkinson, Receiver for Exchange National Company, be and he is hereby directed, authorized and empowered to relinquish unto Fred W. Steiner and Lois H. Steiner their one certain promissory note in writing, amounting to the sum of \$300.00 secured by a mortgage on lands hereinabove described, in return for the relinquishment by said Fred W. Steiner unto Rex Watkinson, Receiver for Exchange National Company, being No. 411 in the principal sum of \$500.00, together with all privileges, and rights thereunto appertaining, and the said Rex Watkinson, be and he is hereby directed, and empowered to do all other things necessary and proper in order fully and effectually accomplish the letter and spirit of the application and this order.

F. E. KENNAMER
 United States District Judge.

ENDORSED: Filed Jun 16 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 AUTHORIZING RELINQUISHMENT OF STOCK AND RECEIPT OF LIQUIDATED DIVIDEND.

THIS CAUSE coming on to be heard on this the 16th day of June, 1936, on the filed application of Rex Watkinson, Receiver for Exchange National Company, for an order authorizing him to relinquish unto Faulkner Broach, in charge of the liquidation of Cannon Ball Life the remaining six shares of stock in said company, owned by and in possession of Rex Watkinson, Receiver for Exchange National Company, on the basis of the payment by the said Faulkner Broach in charge of said liquidation, to said receiver of the sum of \$95.90 per share, 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 the same is hereby sustained, and the said Rex Watkinson, be and he is hereby directed, authorized and empowered forthwith to relinquish unto Faulkner Broach, in charge of liquidation of Cannon Ball Lines, six shares of said concern's stock, in consideration of the payment by said Faulkner Broach of the sum of \$95.90 per share, as a final liquidating dividend upon

Court convened pursuant to adjournment, Thursday, June 11, 1936.

Present: Hon. P. E. Kenamer, Judge, U. S. District Court.
W. F. 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 DISTRICT OF OKLAHOMA.

LEONARD NATIONAL LIFE INSURANCE COMPANY,)
Plaintiff,)
vs.) No. 873 Equity. V
LEONARD NATIONAL BANK,)
Defendant.)
C. M. D. R.

THE COURT IS the 10th day of June, 1936, comes Ben W. ... Receiver for ... National Company, and his solicitors, Horace H. ... and T. ... Court to ... the sale of real estate made ... the said Ben W. ... Receiver ... the 20th day of May, 1936, at the hour of 2:00 ... at the Court dated the 20th day of April, 1936, as follows:

A part of the NE 1/4 SW 1/4 and Part SE 1/4 SW 1/4, beginning at the SW corner of the NE 1/4 SW 1/4, thence 72 rods ... Lullens Creek, thence up said creek 105 poles ... the boundary ... a large stone on the North bank of said creek marked with a cross, thence ... 70 rods ... 10 links to a stone marked with a cross on the East line of ... the SW corner of said forty, thence East 110 poles to the ... in Sec. 33, Twp. 16, N. R. 27 West, and containing in all 107 acres, more or less.

The NW 1/4 NW 1/4, 38.43 acres; the SW 1/4 NW 1/4, 39.56 acres; and a part of the NW 1/4 NW 1/4 beginning at the NW corner of said forty, thence South 70.13 rods to the SW corner of said forty, thence East 43 rods to a stone, thence North 35 degrees West 30 rods to a stone on the East line of said forty, thence West 7.55 rods to the place of beginning, 77.24 acres, all in Sec. 4, Twp. 15, N. R. 27 West, and containing in all 80.1 more or less.

The E 1/4 NW 1/4, S. 4, Twp. 15, N. R. 27 West, containing 79 acres.

A part of the NW 1/4 NW 1/4, Sec. 4, Twp. 15, N. R. 27 West, beginning at the NW corner of said forty, thence East 70 poles to a stone, thence South 46 degrees West 66 poles and 13 links to a stone on the East line of said forty thence North 26 poles to the place of beginning, 4 acres, more or less, and

A part of the NE 1/4 SW 1/4, Sec. 33, Twp. 16, N. R. 27 West, commencing at the NE corner of said forty, thence South 4 poles to a place of beginning, thence South 55 degrees West with a bend of 100 feet about 7 feet West of a wire fence 38 rods more or less to the South line of said forty, thence North to the place of beginning, containing 3 acres, more or less, and containing in all 22.58 acres, more or less, Madison County, State of Arkansas;

and that after having carefully examined the proceedings conducted incident to said sale, being satisfied that the same have been performed in all respects in conformity to law, and that the legal notice of said sale was given in conformity to the applicable statutes the United States in such case provided, as shown by proof of said publication on file in and filed on the date fixed therein, to-wit, the 20th day of May, 1936, at the hour of 2:00

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF OKLAHOMA

Case No. 1730

Present: W. W. W. Karpman, Judge, U. S. District Court.
F. E. Fennell, Clerk, U. S. District Court.

Whereupon, the following record is taken and read, to-wit:

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

INDIAN NATIONAL LIFE INSURANCE COMPANY,
Plaintiff,
vs.
THE OKLAHOMA COMPANY,
Defendant.

No. 1730 By 112 ✓

ORDER AND DECREE COMPOSING OF LITIGATION

THIS CASE BE HEARD on to be heard on this the 16th day of June, 1936, on the verified application of Rex Robinson, Receiver of Exchange National Company, for authority and authority to compromise and settle certain litigation instituted by him against Iowa Johnson, and Commissioner of the State of Oklahoma, in charge of Exchange Trust Company Liquidation, and other defendants, by accepting the sum of \$2390.45, and relinquish all its claim or claims therein; and the Court having read said application, and finding that it has jurisdiction to entertain said application, and finding that it has jurisdiction to enter said application and enter an order thereon, and being fully advised in the premises, find that said application should be sustained.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED BY THE COURT that said application is approved and settle said litigation be, and the same is hereby sustained; and that said Rex Robinson, Receiver for Exchange National Company, be, and he is hereby directed and authorized to settle said litigation by accepting in full settlement thereof, the sum of \$2390.45; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said receiver be, and he is hereby directed, authorized and empowered to do all other things, necessary and proper order thereon, to effectually to accomplish the letter and spirit of the application and this order.

F. E. FENNEL
United States District Judge.

RECORDED: JUN 17 1936
F. A. [unclear], Clerk
U. S. District Court

Court adjourned to June 22, 1936.

Court convened pursuant to adjournment, Monday, June 22nd, 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,)
) No. 445 Equity. ✓
vs.)
)
Town of Slick, et al,) Defendants.)

ORDER OF DISTRIBUTION OF FUND

Now on this 22 day of June, 1936, there coming regularly on for hearing the application of the plaintiff for distribution of the funds herein, and it appearing to the court that the allegations of said application are true; that the receiver herein, American National Bank of Bristow, has on hand in the sinking fund of the Town of Slick four thousand nine hundred and eighty five and 6/100 dollars (\$4,985.16), subject to distribution herein; that by agreement of the parties herein Slick National Bank is first entitled to receive from said funds the sum of One Hundred Dollars (\$100.00), and that the remainder of said funds should be distributed to the judgment creditors and coupon holders in accordance with the previous order of this court on a pro rata basis according to their holdings;

NOW, THEREFORE, IT IS CONSIDERED, ORDERED AND ADJUDGED that the said receiver, American National Bank of Bristow, Oklahoma, be and it is hereby authorized and directed to pay to the Slick National Bank out of said funds the said sum of One Hundred Dollars (\$100.00) and to distribute the remainder of said sinking funds to the judgment creditors and coupon holders in accordance with the previous general order of this court on a pro rata basis, the said receiver to first pay any costs incurred herein before making such payments.

F. E. KENNAMER
Judge.

O.K. HARRY CAMPBELL
VALJEAN BIDDISON
Solicitors for plaintiff.
O.K. KLEINSCHMIDT & JOHNSON
Solicitor for Slick National Bank.
O.K. ARDEN E. ROSS
Solicitor for Maccabees.

ENDORSED: Filed Jun 22 1936
H. P. Warfield, Clerk
U. S. District Court AC

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

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

ORDER AUTHORIZING COMPROMISE AND RELINQUISHMENT OF TAX SALE CERTIFICATES

THIS CAUSE COMING on to be heard on this the 22nd day of June, 1936, on the verified application of Rex Watkinson, Receiver of Exchange National Company, for an order authorizing, and empowering him to accept the face amount of two Tax Sale Certificates on property located in Sequoyah County, Oklahoma, the one in the sum of \$25.32, and the other in the sum of \$35.33; 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, 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 Rex Watkinson be, and he is hereby directed, authorized and empowered to accept from the First National Bank and Trust Company the sum of \$25.32, in full settlement of indebtedness represented by Tax Sale Certificate No. 218, covering the SW SW NE & SW NE SE of Section 11, Twp. 11 North, Rge. 23 East, and the sum of \$35.33 representing the face amount of Tax Certificate No. 418, covering the E2 NE NW of Section 23, 11 North, 23 East, and upon said sums having been paid,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Rex Watkinson be, and he is hereby directed to relinquish unto the First National Bank and Trust Company of Tulsa or its nominee, said above described Tax Sale Certificates; and to do all other things, necessary and proper in order fully and effectually to accomplish the letter and spirit of this application and this order.

ENDORSED: Filed Jun 22 1936
H. P. Warfield, Clerk
U. S. District Court B

F. E. KENNAMER
United States District Judge.

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

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

ORDER AUTHORIZING COMPROMISE OF LITIGATION

THIS CAUSE COMING on to be heard on this the 22nd day of June, 1936, on the verified application of Rex Watkinson, Receiver of Exchange National Company, for an order directing him to compromise and settle the issues in the case of Rex Watkinson, Receiver of Exchange National Company against S. M. Puryear, et al., Cause No. 9750 in the District Court of Sequoyah County, Oklahoma, insofar as the defendant, John E. Turner is concerned, by accepting from

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

MISSISSIPPI VALLEY TRUST COMPANY, a corporation, and ORVILLE GROVE AS TRUSTEES,))	
Vs.			
THE ABBOTT COMPANY, ET AL,	)	)	No. 1112 EQUITY. ✓
))	
))	

O R D E R

On this 22nd day of June, 1936, this cause comes on for hearing on the application of the plaintiffs for the appointment of a Receiver, all parties appearing by their counsel and the Court having heard evidence and being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED by the Court that Fred L. Dunn be and hereby appointed as Receiver herein and as such Receiver is ordered and directed to take possession and control of the following described property in Tulsa County, State of Oklahoma, to-wit:

Lot One (1), Block One Hundred Fifty (150) Original Town, now City of Tulsa, Oklahoma, together with any and all buildings and improvements thereon, but subject nevertheless to the rights of the defendant Sears, Roebuck & Company and the defendant Halliburton-Abbott Corporation, to use and occupy said property under and by virtue of that certain twenty-year lease, dated August 1, 1931 from defendant The Abbott Company as landlord to defendant Halliburton-Abbott Company as tenant.

IT IS FURTHER ORDERED That the Receiver herein adopt said lease dated August 1, 1931 above mentioned, and that he collect from the defendant, Sears, Roebuck & Company all rentals accrued under said lease and to hereafter accrue under the terms of said lease and all rentals be deposited in The First National Bank and Trust Company of Tulsa, Tulsa, Oklahoma.

IT IS FURTHER ORDERED That the Receiver make no disbursements from the fund after coming into his hands, except upon order of this Court made after notice to each and all of the parties herein.

IT IS FURTHER ORDERED That before entering upon his duties herein said Receiver shall file his oath of office, and shall make bond in the sum of \$5000.00, with surety to be approved by this Court.

IT IS FURTHER ORDERED That the defendant The Abbott Company forthwith deliver to the Receiver herein appointed all the hereinbefore described property now in its possession and that said defendant, its officers, agents and employees, be and they are hereby restrained and enjoined from in any wise interfering with the Receiver in his possession and enjoyment of said property and the collection of the rentals therefrom.

IT IS FURTHER ORDERED that upon the consent of the parties and of the Receiver the Receiver shall serve herein without compensation.

To each and all of the foregoing orders and judgments, the defendant The Abbott Company excepts and its exceptions are allowed.

O.K. TUCKER & MARTIN
ENDORSED: Filed Jun 25 1936
H. P. Warfield, Clerk
U. S. District Court B

F. E. KENNAMER
DISTRICT JUDGE.

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

United States, Complainant,)
vs.) No. 1123 Equity. ✓
Fay Duff and Earl Duff, Respondents.)

ORDER OF DISMISSAL

Now on this 22nd day of June, 1936, this matter coming on before the Court it appearing to the Court that a compromise settlement has been effected with the Quapaw Agency in behalf of the heirs of Harry Whitebird, deceased, Quapaw Allottee No. 25, and that said cause should be dismissed;

IT IS THEREFORE ORDERED that said cause be, and the same hereby is dismissed without prejudice.

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

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Jun 22 1936
H. P. Warfield, Clerk
U. S. District Court B

Court adjourned to June 25, 1936.

Court convened pursuant to adjournment, Thursday, June 25, 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.)

O R D E R

On this 25th day of June, 1936, upon the application of J. H. Mc Birney, Successor Trustee, for authority to accept a warranty deed from William Turner for the transfer and conveyance of the premises and lands described in one certain mortgage, particularly set forth in the application of J. H. Mc Birney, Successor Trustee, on file herein, in satisfaction of the indebtedness of said William Turner upon one certain real estate mortgage note dated

October 24, 1928, for the principal sum of Four Thousand Eight Hundred Dollars (\$4800.00 upon which there is Three Thousand Six Hundred Seven & 05/100 Dollars, (\$3,607.05) due principal, and unpaid interest thereon, and it appearing that the said William Turner is assets and is unable to pay said indebtedness and cannot pay a judgment which may be rendered against him upon the foreclosure of said mortgage referred to in the application on file that said William Turner is advanced in years and incapable of paying said note, or any thereof, and that expense will be avoided by the acceptance of said deed; and it appearing the acceptance of said deed is of benefit and advantage to said trust estate, and has the approval of said Advisory Committee;

And it further appearing that the said William Turner is the owner of Two bed rooms, as well as other furniture and furnishings located in and upon the said real estate and premises described in the application on file herein, which he has agreed to sell to applicant herein for the sum of Fifty Dollars (\$50.00); and it appearing that said bed rooms and furniture are not mortgaged to applicant, but that said bed rooms and furniture contribute to the value of said real estate and is of advantage hereto, and that said bed rooms and furniture are worth Fifty Dollars (\$50.00);

And it further appearing that the said trustee has the approximate sum of One Hundred Dollars (\$100.00) from rentals from said real estate and premises, and that the sum of Fifty Dollars (\$50.00) can be paid from said rental fund and that it is to the advantage of said trust estate to acquire said bed rooms and furniture, 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 directed and empowered to accept a warranty deed from William Turner conveying to him, as such Successor Trustee, the following described lands situate in Tulsa County, State of Oklahoma, to-wit:

East Fifty (50) feet of North One Hundred Forty Two and one-half (142½) feet of Lot Three (3) in Block Ten (10) in Fair Acres Addition to the City of Tulsa, Oklahoma, according to the Recorded Plat thereof.

IT IS FURTHER ORDERED that upon the execution and delivery of said warranty deed by said William Turner, conveying the property above described to J. H. McBirney, Successor Trustee, that the said J. H. McBirney, Successor Trustee, cancel and surrender one (1) certain real estate mortgage note dated October 24, 1928, for the principal sum of Four Thousand Eight Hundred Dollars (\$4,800.00) executed by William Turner, and delivered to the Exchange National Bank Company, and that the acceptance of said deed constitute satisfaction in full of said indebtedness.

IT IS FURTHER ORDERED that J. H. McBirney, Successor Trustee, release the real estate mortgage covering the above described premises upon the execution and delivery of said warranty deed.

IT IS FURTHER ORDERED that said J. H. McBirney pay to William Turner the sum of Fifty Dollars (\$50.00) as payment and satisfaction in full for the purchase of two (2) bed rooms, as well as all other furniture, furnishings and equipment of the said William Turner located in and upon the real estate and premises above described, also referred to as numbered 2422 and 2424 East 13th Place in the City of Tulsa, Oklahoma, and that said sum of Fifty Dollars (\$50.00) be paid from funds held by said Successor Trustee from rentals from said premises.

IT IS FURTHER ORDERED that all other funds obtained from the rentals of said premises, other than the said Fifty Dollars (\$50.00) be retained by said Successor Trustee, accounted for by said Successor Trustee along with the other assets of said trust estate.

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

F. E. KENNAMER
United States District Judge.

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 BUY FURNITURE FOR YOUNGBLOOD HOTEL, AND TO ADVANCE FUNDS FOR THE PAYMENT OF TAXES

On this 25th day of June, 1936, upon the application of J. H. McBirney, th appointed, qualified and acting Trustee to Exchange National Bank of Tulsa, Oklahoma, for authority to purchase the furniture, furnishings and personal property now located in the Youngblood Hotel, in the City of Enid, Oklahoma, and to advance a sum of money for the pa of delinquent taxes assessed against said Youngblood Hotel property; and it appearing tha said trustee is the present legal owner of the following described real estate, to-wit:

South three (3) feet of Lot ten (10) and all of Lots Eleven (11) Twelve (12) and Thirteen (13) and a strip of land abutting Lot Thirteen (13) on the South, being Sixteen and twenty-five One-hundredths (16.25) feet North and South by One Hundred Fifty (150) feet East and West, which strip of ground was vacated by the City of Enid on January 28, 1905, all in Block Twenty-five (25) In Jonesville Addition to the City of Enid, in Garfield County, Oklahoma,

which said real estate is improved by a hotel building known as the Youngblood Hotel, in of Enid, Oklahoma, and that sid hotel is being operated, but that the said trustee does n the furniture, furnishings and personal property therein but that said furniture, furnish and personal property and equipment are owned by J. A. Chapman, and that said J. A. Chapp as agreed to sell said furniture, furnishings and personal property to said trustee for F. Thousand Seven Hundred Seventy Two & 49/100 Dollars (\$15,772.49); and it further appearin said furniture, furnishings and personal property is worth a sum in excess of said sum of Thousand Seven Hundred Seventy Two & 49/100 (\$15,772.49), and that said furniture and fur are necessary for the continued operation of said hotel, and that it is for the best inte said trust to purchase said furniture and furnishings.

And it further appearing that the 1931 ad valorem taxes against the said r estate above described, are unpaid and are subject to penalty at the rate of twelve per c (12%) per year, and that the taxes for sid year are in the approximate sum of Thirteen Th Five Hundred Dollars (\$13,500.00) and the receiver, who is the trustee herein, does not h sufficient funds on hand to pay said taxes, but has paid all of the other taxes against s real estate and premises; that an additional sum of Seven Thousand Five Hundred Dollars (\$7,500.00) is necessary, in addition to the funds in the hands of said receiver, for the payment of said taxes; and it appearing that the said trustee has funds on hand which may used for the payment of said taxes, and for other good cause,

IT IS ORDERED that J. H. McBirney, Successor Trustee to the Exchange Nation Bank of Tulsa, Oklahoma, be and he is hereby authorized and empowered to purchase from J. A. Chapman all of the furniture, furnishings, equipment and personal property now loca in the Youngblood Hotek, in the City of Enid, Oklahoma, for the total consideration of Fi Thousand Seven Hundred Seventy Two & 49/100 (\$15,772.49) Dollars.

IT IS FURTHER ORDERED that said trustee be authorized to pay said sum of F:

42

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

in the above entitled cause, be submitted upon briefs, said defendant being given thirty days from the date hereof in which to file brief in support of said motion, the plaintiffs fifty days after the filing and service of such brief in which to file answer brief, and said defendant ten days after the filing and service of answer brief to submit a reply brief.

And upon the suggestion of defendant Maud C. Markham, executrix, that this as to certain other defendants, involves one of the same questions raised by the motion of Maud C. Markham, executrix, to dismiss, that is the question of whether the cause of action sued upon survives and can be asserted against the estate of a decedent, it is ordered that counsel other defendants desiring to present the same question may either join in the brief filed on behalf of Maud C. Markham, executrix, defendant, or may submit briefs in support of her motion to dismiss.

F. E. KENNAMER
District Judge.

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

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

Rex Watkinson, Federal Equity Receiver of The)
Exchange National Company, and Rex Watkinson)
and G. Ed Warren, Co-receivers of The Exchange)
National Company, Matie Center and M. Marguerite) No. 1116 Equity. ✓
Day, Plaintiffs,)
vs.)
Robert E. Adams, et al, Defendants.)

O R D E R

Now on this 24th day of June, 1936, for good cause shown, it is ordered that the motion of Maud C. Markham, Executrix of the Estate of John H. Markham, deceased, to dismiss the above entitled cause, be submitted upon briefs, said defendant being given thirty days from the date hereof in which to file brief in support of said motion, the plaintiffs fifty days after the filing and service of such brief in which to file answer brief, and said defendant ten days after the filing and service of answer brief to submit a reply brief.

And upon the suggestion of defendant, Maud C. Markham, Executrix, that this as to certain other defendants, involves one of the same questions raised by the motion of Maud C. Markham, Executrix, to dismiss, the question of whether the cause of action sued upon survives and can be asserted against the estate of a decedent, it is ordered that counsel for other defendants desiring to present the same question may either join in the brief filed on behalf of Maud C. Markham, Executrix, defendant, or may submit briefs in support of her motion to dismiss.

F. E. KENNAMER
District Judge.

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

Court adjourned to June 26, 1936.

Court convened pursuant to adjournment, Friday, June 26th, 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. 1124 Equity.
)	
City of Pawnee, a Municipal corporation of)	
Pawnee County, Oklahoma,	Respondent.)	

ORDER APPOINTING COMMISSIONERS.

Now on this 26th day of June, 1936, this matter coming on to be heard before the Court on the petition of the complainant for an order appointing commissioners in said cause, appearing to the Court that the City of Pawnee, Pawnee County, Oklahoma, during the year 1935, condemned certain land in Pawnee County, Oklahoma, said land lying contiguous to the allotment of Baptiste Bayhille, deceased, restricted Pawnee Allottee No. _____, for the purpose of erecting a dam and reservoir for the impounding of a water supply for the said city of Pawnee.

That after the construction of said dam and reservoir water became impounded and covered the above mentioned allotment, and as a result thereof the said City of Pawnee has appropriated said allotment, described as the

South Half of the Southeast Quarter of Section Eighteen; North Half of
Northeast Quarter of Section Nineteen, Township Twenty-two North, Range
Five East, Pawnee County, Oklahoma,

to its own use, and that the said City of Pawnee has failed and refused to pay this claim for its said wards for said land, and that commissioners should be appointed in said cause and that due notice for the appointment of said commissioners has been given.

IT IS THEREFORE THE ORDER of the Court that Allen Jones, of Pawnee, Oklahoma, George Smith of Skedee, Oklahoma, and A. D. Krow, of Ralston, Oklahoma, disinterested freeholders of Pawnee County, Oklahoma, be, and they are hereby appointed as commissioners to inspect the real estate hereinabove described, and consider the injury which said complainant and its wards, as owners thereof, will sustain by such appropriation of the above described land, said commissioners are hereby authorized, empowered and directed to forthwith take the action prescribed by law, and forthwith inspect said property and make their report, as provided by law.

F. E. KENNAMER
JUDGE.

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

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

174
v

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

Court convened pursuant to adjournment, Monday, June 29th, 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, and Graver Corporation, a corporation,)	
)	
	)	Plaintiffs,
vs.)	
	)	No. 6368 Equity.
Beckett Company, Inc., a corporation,)	
Western Oil Corporation, a corporation,)	
Travis-Senter Refining Company, a corporation, J. F. Darby, C. F. Lynde, Geo. W. Snedden, J. R. Travis, I. H. Patton, Jr., and Carl Pursel,)	
	)	Defendants.

ASSIGNMENT OF JUDGMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of One Hundred Twenty-five Thousand (\$125,000) Dollars, the receipt of which is hereby acknowledged, CREDIT ALLIANCE CORPORATION, a corporation, plaintiff in the above styled cause, in whose favor a judgment was entered and docketed in District Court of the United States for the Northern District of Oklahoma, on the 5th day of June, 1936, for the sum of One Hundred Twenty-eight Thousand, Nine Hundred Eighty-two and (\$128,982.22) Dollars, as will more fully appear by the record thereof (a copy of which is hereto attached as Exhibit "A") to which reference is here made, does hereby sell, assign, transfer and set over unto THE DARBY LYNDE COMPANY, a Delaware Corporation, and its assignee, said judgment and any and all sums of money that may be had or obtained by means thereof, and any proceedings to be had thereupon, and said CREDIT ALLIANCE CORPORATION, a corporation, hereby covenant with the said assignee of said judgment that there is now due on said judgment the sum of One Hundred Twenty-eight Thousand, Nine Hundred Eighty-two and 22/100 (\$128,982.22) Dollars, with interest thereon from date, and agrees and binds itself that it will not collect, receive the same, or any part thereof, or release or discharge said judgment, but will at all times recognize said THE DARBY LYNDE COMPANY of Delaware as the owner of said judgment and any proceedings that may be obtained thereon by any legal process.

IN WITNESS WHEREOF this is executed on this 9th day of June, 1936.

CREDIT ALLIANCE CORPORATION, a corporation
By C. L. MAYHEW,
President.
(CORPORATE SEAL)

Attest: ELIAS E. BERKWITZ,
Secretary
Exhibit A attached to Original.

ENDORSED: Filed Jun 29 1936
H. P. Warfield, Clerk
U. S. District Court AC

Court adjourned to June 30, 1936.

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

United States of America, Complainant,)
vs.)
City of Pawnee, a Municipal Corporation)
of Pawnee County, Oklahoma. Respondent.

No. 1124 Equity.

D E C R E E

Now on this 29th day of June, 1936, this matter coming on before the Court appearing to the Court that heretofore, and on June 12, 1936, the complainant, the United States of America, filed its Bill of Complaint herein alleging that the City of Pawnee municipal corporation of Pawnee County, State of Oklahoma, has appropriated to its own the

South Half of the Southeast Quarter of Section Eighteen; North Half of the Northeast Quarter of Section Nineteen, Township Twenty-two North, Range Fifteen East, Pawnee County, Oklahoma.

That said land was duly allotted to Baptiste Bayhulle, a deceased, restricted Pawnee Indian, and that said land is now owned by various heirs of the said Baptiste Bayhulle and in its Bill of Complaint complainant prayed that this Court appoint three disinterested persons as commissioners to appraise the damage to said land; and it further appearing to the Court that thereafter, and on June 20, 1936, said respondent, City of Pawnee, a municipal corporation of Pawnee County, Oklahoma, filed herein its answer and response, admitting that said City of Pawnee had appropriated the above described land for water works purposes and joining the complainant in its prayer that commissioners be appointed to determine the value of said land, and the amount due the ownersthereof, and that thereafter, and on June 26, 1936, an order was made by this Court naming Allen Jones, George Smith and A. D. K. commissioners to appraise the value of said land. That said commissioners, after taking the oath of office, appraised said land and returned their report of said appraisal to this Court, and that the appraised value of said land so appropriated by the respondent City of Pawnee, is in the sum of \$7,500.00.

The Court further finds that the following named persons are the owners of said land in the following proportions:

Daniel Bayhulle	24/2646
Edward Bayhulle	24/ "
Elmer Bayhulle	24/ "
Jennie Bayhulle	399/ "
Julia Bayhulle	399/ "
Kitty Bayhulle	108/ "
Louis Bayhulle	399/ "
Louis D. Bayhulle	24/ "
Violet Bayhulle	24/ "
William R. Bayhulle	24/ "
Belinda Box	133/ "
Fay Mildred Box	133/ "
Henry Box	133/ "
Mark Evarts	147/ "

DTU
✓

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, JUNE 30, 1936

George LaMotte	126/	"
Katherine I. LaMotte	273/	"
Charles Mongers	63/	"
Mamie O'Brien	189/	"

The Court further finds that the appraised value of said land as placed t is a just and fair appraisal of the value of said land.

The Court further finds that said land has been appropriated by the said of Pawnee for Water works purposes, and that the complainant and its said wards have bee prived of the use and benefit of said land and will be unable to use said land in the fu

The Court further finds that after the payment by the respondent to the c plainant and its said wards the said sum of \$7,500.00, together with interest and the co of this action, the title to said land should be vested in the respondent, City of Pawne a municipal corporation of Pawnee County, Oklahoma.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the United States of A have and recover judgment against the City of Pawnee, a municipal corporation of Pawnee Oklahoma, in the sum of \$7,500.00, together with interest thereon at the rate of 6% per until paid, and for the costs of this action.

IT IS THE FURTHER DECREE of the Court that after the payment of said sums inabove set out, the fee simple title to the

South Half of the Southeast Quarter of Section Eighteen; North Half of the Northeast Quarter of Section Nineteen, Township Twenty-two North, Range F Pawnee County, Oklahoma,

be vested in the respondent, City of Pawnee, a municipal corporation of Pawnee County, O

O.K. C. E. BAILEY
United States Attorney

CHESTER A. BREWER
Assistant United States Attorney

W. LEE JOHNSON
City Attorney

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Jun 30 1936
H. P. Warfield, Clerk
U. S. District Court B

Court adjourned to July 1, 1936.

Court convened pursuant to adjournment, Wednesday, July 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:

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

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

ORDER CONFIRMING SALE

The above entitled cause came on to be heard before the undersigned Judge 1st day of July, 1936, upon the application of the Special Master and of the Intervenor, ex rel Howard Johnson, Bank Commissioner, to confirm sale of real estate under the decree of foreclosure made on October 28, 1935, and the subsequent orders of this court appointing R. Wayne as Special Master and directing him to make sale of the premises pursuant to said decree of foreclosure and upon the application of John R. Wayne, Special Master, for allow his fees as Special Master; and it appearing to the court from the return and report of said Special Master and the proof of publication filed herein, and upon examination of all the proceedings in this cause that the same have been done and performed in all respects in conformity with law, and that said property was sold to the State of Oklahoma, ex rel Howard Johnson, Bank Commissioner in charge of the assets of the Exchange Trust Company, an insolvent institution, for the sum of Twenty-Five Thousand (\$25,000.00) Dollars, which was made and authorized to be applied upon the judgment debt in this cause in favor of said Intervenor, that being the highest and best bid for said premises; and it further appearing that no exceptions have been filed nor objections to said sale.

IT IS ORDERED AND ADJUDGED by the Court that the said sale and the proceeds therefrom be, and the same are hereby approved and confirmed, and the Clerk is accordingly directed to make an entry on the journal of said Court that the Court is satisfied with the legality of said sale.

IT IS FURTHER ORDERED that John R. Wayne, as Special Master, make and execute to the said purchaser at said sale a good and sufficient deed for the premises so sold.

WITNESS MY HAND this 1st day of July, 1936.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed In Open Court
Jul 1 1936
H. P. Warfield, Clerk
U. S. District Court H

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, JULY 1, 1936

THE EXCHANGE NATIONAL BANK OF TULSA,)
Plaintiff,)
vs.) No. 1050 - Equity. ✓
CLAUDE W. DAVY, ET AL,)
Defendants.)

Now on this 1st day of July, A. D. 1936, it is ordered by the Court that to confirm sale by Special Master herein be and it is hereby sustained, all as per journal entry to be filed.

MORRIS ZELIGSON, ET AL,) Plaintiffs,)
-vs-) No. 1113 - Equity. ✓
RITCHEY DRILLING and PRODUCING CORP.)
ET AL.,) Defendants.)

Now on this 1st day of July, A. D. 1936, it ordered by the Court that Order tofore entered permitting Ritchey Drilling and Producing Company to join and re-align its as a party plaintiff be now vacated. It is further ordered by the Court that Motion to d of Ralvern Oil Corporation's plea to venue and jurisdiction of G. Replogle, Glen E. Dill Beatrice E. Dill and application for Order authorizing receiver to negotiate for drillin oil and gas well stand submitted upon arguments had and briefs to be submitted until July 1936.

Court adjourned to July 6, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, JULY 6, 1936

Court convened pursuant to adjournment, Monday, July 6th, 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 6th day of July, A. D. 1936, it is ordered by the Court that c generally and objections thereto be and the same hereby is set for hearing July 21, 1936. is further ordered that list of claimants and their attorneys to be furnished by Mr. Gavi it is further ordered that the Clerk of this Court mail notices to them.

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 OF INDEBTEDNESS.

THIS CAUSE COMING on to be heard on this the 6th day of July, 1936, on the application of Rex Watkinson, Receiver for Exchange National Company for authority to compromise certain indebtedness due and owing to the said Exchange National Company, arising out of certificates Nos. 5091 and 5080, amounting on the face thereof to \$147.92, which tax certificates cover and affect the following described premises:

NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35, Twp. 15 Rge. 16, and the E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 33, Twp. 15, Rge. 16, Muskogee County, Oklahoma,

and the Court having read said application and finding that it has jurisdiction to entertain said application 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 the same is hereby sustained; and the said Rex Watkinson be and he is hereby authorized and empowered to compromise and settle said indebtedness due and owing arising out of said tax certificates, Nos. 5080 and 5091, in the sum of \$147.92, and the said Rex Watkinson be and he is hereby 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 Jul 6 1936
H. P. Warfield, Clerk
U. S. District Court ME

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

EMPLOYERS' LIABILITY ASSURANCE CORPORATION,)
LTD.,) Plaintiff,)
versus)
M. F. POWERS, FELIX QUINLAN, co-partners engaged in business under the firm name and style of POWERS & QUINLAN and M. F. POWERS AND FELIX QUINLAN, and W. D. GOLDSMITH and MRS. W. D. GOLDSMITH,) Defendants.) EQUITY NO. 1 1 1 1 ✓

ORDER GRANTING EXTENSION OF TIME.

For good cause shown, the plaintiff above named is hereby granted an extension of ten (10) days' time from this date within which to reply or plead to the answer of the defendants M. F. Powers and Felix Quinlan, filed herein, and a like extension of time within which to plead or answer to the cross-complaint filed herein by said defendants.

350
1

Dated this 6th day of July, 1936.

F. E. KENNAMER
UNITED STATES DISTRICT JUDGE.

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

MORRIS ZELIGSON, ET AL, Plaintiffs,)
)
-vs-)
) No. 1113 - Equity. ✓
RITCHEY DRILLING and PRODUCING CORP.)
ET AL., Defendants.)

Now on this 6th day of July, A. D. 1936, it is ordered by the Court that motion of Halvern Oil Corporation to dismiss herein and plea to venue and jurisdiction of D Replogle, Glen E. Dill and Beatrice E. Dill and application for Receiver to negotiate for drilling of oil and gas well be and the same is hereby passed for ruling to July 10, 1936

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

The Eagle-Picher Lead Company, a corporation, and The Eagle-Picher Mining and Smelting Company, a corporation, Complainants,)
)
-vs-)
) In Equity No. 1119 ✓
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.)

ORDER GRANTING PRELIMINARY INJUNCTION

Now on this 30th day of June, 1936, this cause coming on for final hearing and order upon complainants' application for a preliminary injunction as set forth in complainants' verified bill of complaint, and pursuant to show cause order made and entered in and part of a temporary restraining order issued out of this Court in the above entitled cause on the 23rd day of May, 1936, and it appearing that at a hearing of said matter regularly set for the 23rd day of May, 1936, a motion on the part of the National Labor Relations Board to quash the subpoena and return of the marshal thereof as to said Board and the individual members thereof was by the Court sustained; that the true name of the defendant, John Doe, trial examiner, was Daniel M. Lyons, which name on motion of complainants was ordered substituted for the name of John Doe and it further appearing that service of subpoena and restraining order issued in said cause on May 23, 1936, had been duly and regularly served on the defendants, Daniel M. Lyons, trial examiner and agent of the National Labor Relations Board, and on Geo. O. Pratt, attorney and agent of the National Labor Relations Board, as provided by law.

Thereupon, upon the request of counsel for defendant Daniel M. Lyons, it was ordered that pleadings theretofore filed on behalf of Geo. O. Pratt be treated and considered as amended to conform to the facts herein stated.

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA MONDAY, JULY 6, 1936

as if filed on behalf of the defendant Daniel M. Lyons.

Thereupon, the motion of the defendants, Daniel M. Lyons and Geo. O. Pratt dismiss the bill for want of equity was presented and argued and overruled by the Court, ruling of the Court the defendants were allowed an exception.

Thereupon, the Court proceeded to a hearing upon the merits of the application of the complainants for a preliminary injunction as against the defendants served, their servants, employees, attorneys and all those in active concert or participating with them in the matter complained of. Witnesses were sworn and examined in open Court, documentary evidence introduced and after hearing counsel for the respective parties said cause was by the Court taken under advisement and continued to the 18th day of June, 1936 with the right to the respective parties to file typewritten briefs on or before June 11, 1936.

Thereupon, on the 18th day of June, 1936, the Court being of an opinion that a preliminary injunction should issue as prayed for in said bill, made and filed in said case a memorandum opinion among other things directing counsel for complainants to submit findings of fact and conclusions of law as provided by equity rule 70 $\frac{1}{2}$ for approval of the Court on or before 9:30 A.M. on the 29th day of June, 1936, as a condition to the issuance of a preliminary injunction on that date as prayed for in said bill and also required complainants to give a penal sum of \$2500.00, conditioned as provided by law upon the issuance of said injunction.

And it now appearing to the Court that said findings of fact and conclusions of law have been presented and approved and filed, and that a bond in the sum of \$2500.00, conditioned as provided by law has been tendered and approved and filed, and that the issuance of a preliminary injunction is necessary to prevent immediate and irreparable damage to complainants for the reason that the said J. Warren Madden, John M. Carmody and Edwin S. Smith, acting as counsel for the National Labor Relations Board, and acting in active concert with the defendant Daniel M. Lyons, trial examiner and agent for the National Labor Relations Board, and the defendant Geo. O. Pratt, counsel for the National Labor Relations Board, have heretofore served the complainants with notice that they intended to hold a hearing at Miami, Oklahoma, on the 25th day of June, 1936, upon what they styled as unfair labor practices alleged to have been committed by the complainants in violation of the National Labor Relations Act approved July 5, 1935.

The Court finds that the defendants and those acting in active concert with them have actually issued subpoenas to persons who are alleged to have knowledge of the private affairs of the complainants and contracts of the complainants, requiring said persons so served to appear before the defendants acting in the capacity heretofore noted and there publicly give evidence and testimony concerning the private affairs of complainants as shown in said contracts and documents subpoenaed and that they will hold said hearing unless restrained.

The Court further finds that the holding of a hearing as proposed by the National Labor Relations Board would consume several weeks and that during the continuance of said hearing it would be necessary for complainants, in order to have the proper defense witnesses available to suspend operations of their various units of mining, smelting and manufacture in Oklahoma, Kansas and Missouri, and that by reason thereof, complainants would be unable to fulfill their contractual and market demands for their product, thereby resulting in loss of market to their competitors, to their very great damage, and in addition thereto, it would cost complainants a minimum of \$50,000 per month for the period of such suspension, and such suspension would result in complainants' employees in loss of wages approximately \$45,000 per week, or \$180,000 per month, all of which damage would be sustained by complainants and their employees as a result of the hearing and independent of the outcome thereof.

The Court further finds from the evidence that said Board intended to inquire into the employment status of some two hundred men who had been on voluntary strike since May 8, 1936, and that none of said men at any time were ever employed by complainants in any capacity

the movement of any commodity either interstate or intrastate but on the contrary, each of them were at all times, while in the employ of complainants, engaged in a stationary unit mining or smelting or manufacture, the product of which unit might or might not move in or dependent upon economic and market conditions at the time of production thereof; that by reason of the intrastate character of complainants' operations the National Labor Relations Board is without jurisdiction or authority to inquire into the manner or method of conducting said operations and that the holding of said proposed hearing would be without authority of law, would be useless and needless expense and would result in irreparable injury and harm to complainants as well as their employees and that complainants are without adequate remedy at law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a preliminary injunction and it is hereby granted complainants against the defendant Daniel M. Lyons acting as trial examiner and agent of the National Labor Relations Board, and Geo. O. Pratt, attorney and of the National Labor Relations Board, their officers, agents, servants, employees and attorneys and all those in active concert or participating with them, and who shall by personal service or otherwise have received actual notice of the same and particularly the National Labor Relations Board and each and every member thereof, restraining them or either of them acting either in their individual capacity, collectively or officially from further prosecuting a complaint styled and numbered as follows, to-wit:

*UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

*In the Matter of

EAGLE PICHER MINING & SMELTING
COMPANY, a corporation, and
EAGLE PICHER LEAD COMPANY, a
corporation,

and

CASE NO. C-73

INTERNATIONAL UNION OF MINE, MILL
& SMELTER WORKERS, LOCAL NO. 15,
17, 107, 108 and 111,

COMPLAINT

and purported to be issued by the National Labor Relations Board on the 5th day of May, 1936 or holding any hearing thereon or taking any testimony in connection therewith, or the production of any other complaint of similar kind or character relating to the same or similar subject matter, or from further enforcement or attempted enforcement of the said National Labor Relations Act against these complainants in connection with the operations of complainants their mines, mills, smelters or any and all production units in the United States regardless where located and from in any manner interfering or attempting to interfere with the conducting of complainants' business or the relations between complainants and their employees at any of the units or plants owned or operated by complainants, or from in any manner inquiring into private records, books, documents and business of complainants.

It is further ordered that this preliminary injunction remain in full force and effect until final hearing of this cause and until the further order of this Court.

It is further ordered that a copy of this order certified by the Clerk shall be mailed to the National Labor Relations Board at Washington, D. C. and that service thereof shall be sufficient service on each and all defendants and all others in active concert or

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, JULY 6, 1936

participating in any way with any of said defendants, to which orders of the Court, defer except and exceptions are allowed.

DATED this 30th day of June, 1936.

F. E. KENNAMER
District Judge.

ATTEST: H. P. WARFIELD, CLERK
By M. M. Ewing,
Deputy

ENDORSED: Filed Jul 6 1936
H. P. Warfield, Clerk
U. S. District Court ME

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

THE EAGLE-PICHER LEAD COMPANY, a)
Corporation, and THE EAGLE-PICHER)
MINING AND SMELTING COMPANY, a)
corporation, Complainants,)
vs.)

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 GEORGE)
O. PRATT, attorneys and agents of the National)
Labor Relations Board,)
Defendants.)

In Equity No. 1119 ✓

ORDER ALLOWING APPEAL

At a session of said Court held pursuant to adjournment in the District Court of the City of Tulsa, Oklahoma, in the said district, on the 6th day of July, 1936.

Present Honorable Franklin E. Kennamer, United States District Judge.

Upon reading and filing the petition of Daniel M. Lyons, trial examiner and agent of the National Labor Relations Board, (denominated John Doe herein), and George O. Pratt, trial examiner and agent of the National Labor Relations Board, praying for an order permitting said defendants to prosecute and appeal to the Circuit Court of Appeals for the Tenth Judicial Circuit from an order entered in this cause on the 6th day of July, 1936, directing the issuance of a preliminary injunction in this case and Court being advised in the premises, doth

ORDER that an appeal to the Circuit Court of Appeals for the Tenth Judicial Circuit from an Order heretofore entered in the above cause on the 6th day of July, A. D. 1936, is allowed, and it is

ORDERED that a certified transcript of the record, papers, exhibits and the proceedings be transmitted to the said Circuit Court of Appeals for the Tenth Judicial Circuit.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Jul 6 1936
H. P. Warfield, Clerk
U. S. District Court ME

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

North American Car Corporation, a corporation,)
vs.) Plaintiff,)
White Oak Corporation, a corporation, and Centorp Corporation, a corporation,) Defendants,)
Shell Petroleum Corporation, a corporation, Bessie M. Taylor, individually, Bessie M. Taylor as executrix, and McKes Oil & Gas Company, a corporation, Interveners.)
No. 802 Equity. ✓

ORDER ALLOWING APPEAL WITH SUPERSEDEAS.

The petition of North American Car Corporation, a corporation, plaintiff, Centorp Corporation, a corporation, defendant, in the above entitled cause, for an appeal the final decree of this court entered on June 2, 1936, is hereby granted and the appeal allowed and, upon petitioners filing a bond within twenty (20) days from this date in the sum of \$16,000.00, with sufficient sureties and conditioned as required by law, the same shall operate as a supersedeas of the decree made and entered in the above cause and shall suspend and all further proceedings in this court until the termination of said appeal by the United States Circuit Court of Appeals for the Tenth Circuit.

Dated at Tulsa, Oklahoma, this 7th day of July, 1936.

F. E. KENNAMER
United States District Judge.

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

Court adjourned to July 8, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, JULY 8, 1936

Court convened pursuant to adjournment, Wednesday, July 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 FOR THE NORTHERN DISTRICT OF OKLAHOMA

Lincoln National Life Insurance Company,)
Plaintiff,)
vs) No. 873 Equity. ✓
Exchange National Company,)
Defendant.)

ORDER GRANTING AUTHORITY TO SUE RECEIVER

The matter of the application of J. A. Chapman for order of this Court and permitting him to sue Rex Watkinson, Receiver herein under appointment by this Court, making said Receiver party defendant in the cause of action set out in said Application on regularly for hearing this 8th day of July, 1936, and after a full hearing had thereon being fully advised in the premises, it is by the Court ORDERED, ADJUDGED AND DECREED the Chapman be and he is hereby granted authority and permission to sue Rex Watkinson, Receiver in under appointment by this Court, by making said Receiver party defendant in the cause of action specifically set out in the Application filed by said petitioner, J. A. Chapman, in connection herewith.

F. E. KENNAMER
Judge.

O.K. HAGAN & GAVIN Attorneys for Receiver.
O.K. JOHN ROGERS GEORGE G. CARTER
Attorneys for Applicant.

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

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

Lucy Nail, et al,)
Plaintiffs,)
vs.) No. 1100 Equity. ✓
The American National Bank of)
Bristow, Oklahoma, et al,)
Defendants.)

O R D E R

Now on this 8th day of July, 1936, on application of the United States Attorney for the Northern District of Oklahoma, on behalf of the United States, for a further extension of time in which to intervene and plead in the above entitled cause, and the Court being advised in the premises finds that such application should be granted.

IT IS THEREFORE ORDERED that the United States be, and hereby is granted an extension of 15 days from this date in which to intervene and plead in this cause.

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

F. E. KENNAMER
JUDGE.

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

Court convened pursuant to adjournment, Thursday, July 9, 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

MISSISSIPPI VALLEY TRUST COMPANY, a corporation, and ORVILLE GROVE, as Trustees,)
Plaintiffs)

vs.

No. 1112 In Equity. 4

THE ABBOTT CO., a corporation, HALLIBURTON-)
ABBOTT COMPANY, a corporation, and SEARS,)
ROEBUCK AND CO., a corporation, Defendants.)

O R D E R

The receiver having presented to the court his application for authority to repairs and for other instructions, and notice of said hearing having been duly given;

IT IS ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That said receiver is hereby instructed to make the necessary repairs the building which is the subject of this receivership, and is specifically authorized and empowered to accept the proposal of Western Waterproofing Company, copy of which is attached to application of Exhibit "BW".

2. That said receiver be, and he hereby is, authorized to pay to Harry F. Pearce, the sum of Twenty-five Dollars (\$25.), being the first year's premium on the receiver's bond to pay to Pearce, Porter & Martin the sum of One Hundred Twenty-five Dollars and Thirty-six Cents (\$125.36), being the first year's premium on liability insurance taken out by the receiver.

3. That the receiver is authorized to employ as his counsel Tucker & Martin, Conner & Winters, the fees for such counsel to be subject to the approval of the court, on notice.

ENTERED this 9th day of July, 1936.

F. E. KENNAMER
Judge.

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

Court adjourned to July 10, 1936.

Court convened pursuant to adjournment, Friday, July 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:

herewith, on the 5th day of August, 1935, has been fulfilled in all respects and this lition has been finally determined, as evidenced by the mandate returned to this Court fro Circuit Court of Appeals, May 27th, 1936. That said bond should be released and the mon deposited returned to the original depositor.

It is therefore, ordered by the Court that the Clerk return the monies po bond, on August 5th, 1935, to the Jenkins Petroleum Process Company, a Corporation, inte the party originally posting the said bond.

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

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

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 Co tion, a corporation, and Centorp Corporation, a corporation, (plaintiff and one of the de here) in the above cause, showing that insufficient time is available to them as appellan to secure the printing of the record herein and the return thereof, together with citation in issued to the United States Circuit Court of Appeals for the Tenth Circuit at Denver, rado, and good and sufficient cause having been shown by said appellants,

IT IS ORDERED that the time wherein appellants are required to secure the ing of the record herein and wherein return of citation shall be made to the above named be and the same is hereby enlarged and extended to and including October 1, 1936, in acco with the provisions of Rule 14 of the Circuit Court of Appeals for the Tenth Circuit.

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, Complainants,)

vs.)

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.)

No. 1119 - Equity. ✓

O R D E R

Now on this 17th day of July, 1936, this matter coming on before the court it appearing to the court that heretofore the transcript of the testimony of John C. Camp and also a transcript of the testimony of other witnesses, and stipulations of counsel, was filed in the office of the Clerk of this court, and it further appearing to the court that transcripts should be withdrawn and submitted to William R. Walsh, attorney for the National 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 directed to turn over to Chester A. Brewer, Assistant United States Attorney for the Northern District of Oklahoma, to be submitted to William R. Walsh, attorney for the National Labor Relations Board at Washington, D. C., the transcript of the testimony of John C. Campbell also the transcript of the testimony of other witnesses, and stipulations filed in the office of said Clerk.

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

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Jul 17 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to July 21, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, JULY 21, 1936

Court convened pursuant to adjournment, Tuesday, July 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 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 TEMPORARY ALLOWANCE

THIS CAUSE COMING on to be heard on the application of Horace H. Hagan and Austin Gavin for a temporary allowance for services rendered by them to Rex Watkinson, Receiver for Exchange National Company, during the period from May 14, 1936, to and including July 14, 1936, at the rate of \$250.00 per month, and the Court having read said application, and being familiar with the services rendered by the said solicitors, and finding that it has jurisdiction to entertain the 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 allowance be, and the same is hereby sustained, and the said Horace H. Hagan and T. Austin Gavin, jointly and severally, are granted as a temporary allowance in said cause for services rendered during the period from May 14, 1936, to and including July 14, 1936, the sum of \$500.00; and the said Rex Watkinson, Receiver for Exchange National Company, is hereby and herewith, directed, authorized and forthwith to pay from funds on hand in said receivership, the sum of \$500.00 to the said H. Hagan and T. Austin Gavin for said services rendered.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Jul 21 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 APPROVING RECEIVER'S REPORT

THIS CAUSE COMING on to be heard on this the 21st day of July, 1936, on the application of Rex Watkinson, Receiver for Exchange National Company for approval of his report as receiver, in the above entitled cause, said report covering from April 30th, 1936, to and including June 30th, 1936, heretofore filed herein, and the said Rex Watkinson, receiver for Exchange National Company being present in person and by his solicitors, Horace H. Hagan and Austin Gavin, and no objections having been filed to the allowance of said report, and no one appearing on this day to object thereto and said report appearing to be regular upon its face, the court finding that it has jurisdiction to entertain the same and enter an order thereon, finds that said report should be approved.

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said report be and it is hereby approved.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Jul 21 1936
H. P. Warfield, Clerk, U; S. District Court.

02
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, JULY 21, 1936

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

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

ORDER AUTHORIZING DISCLAIMER

NOW ON THIS 21st day of July, 1936, comes on to be heard the application of Rex Watkinson, Receiver for Exchange National Company, for authority to prepare and file disclaimer in Cause No. 62544, District Court of Tulsa County, State of Oklahoma, the subject of said cause being J. A. Chapman vs. Joe A. Wilson, et al., and the Court having read said application, and finding thereby that Exchange National Company, although owning and holding second mortgage on the property involved in said cause in the amount of \$4200.00, has no equity or interest therein by reason of the fact that the principal due on the first mortgage together with accrued interest and charges, has dissipated and destroyed the same.

IT IS THEREFORE BY THIS COURT ORDERED, ADJUDGED AND DECREED that the said Rex Watkinson be, and he is hereby authorized to prepare and file in said cause, a disclaimer of interest in and to the property involved therein.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Jul 21 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 21st day of July, 1936, on the motion of sale and motion to confirm sale of the following described premises, to-wit:

Lots 12, 13, 14, 15, and 18 and S 20' of Lots 5, 6, 7, 8, 9, 10, and 11 and S 20' of Lot 4, all in Block 12 and Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 and S 20' of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 all in Block 11 and Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11 all in Block 23 of the Townsite of Leonard, Oklahoma,

and J. R. Snodgrass, for the consideration of \$200.00, and said purchaser to pay all delinquent taxes and not to require the furnishing of an abstract, all as more fully appears from said motion of sale and motion to confirm said sale, and the Court having examined the proceedings sent to said sale and the notice thereof, and finding that said proceedings are in all things required by law, and the order of this Court, and finding that it has jurisdiction to enter said motion to confirm and enter an order thereon, and being fully advised in the premises that said motion to confirm should be sustained.

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED that said mo confirm said aforescribed sale be and the same is hereby sustained, and the said Rex Wa Receiver for Exchange National Company be and he is hereby authorized, directed and empow make, execute and deliver good and sufficient deed to said aforescribed property to sai Snodgrass, the purchaser of said property.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Jul 21 1936
H. P. Warfield, Clerk
U. S. District Court EA

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

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

ORDER AUTHORIZING SALE OF RIGHT OF WAY FOR OPERATION AND MAIN-
TENANCE OF LOADING RACK

THIS CAUSE COMING on to be heard on this the 21st day of July, 1936, on the filed application of Rex Watkinson, Receiver for Exchange National Company, for an order authorizing, directing and empowering him to sell unto Crosbie & Gillespie Gasoline Plant that right of way, and all other property owned by said receiver in connection therewith, and otherwise described as

Lots Six (6) and Seven (7) of Section Thirty-one
(31), Township Seventeen (17) North, Range
Fifteen (15) East, Wagoner County, Oklahoma;

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.

IT IS THEREFORE BY THE COURT, ORDERED, ADJUDGED AND DECREED that said application be, and the same is hereby sustained; and the said Rex Watkinson be, and he is hereby directed forthwith to sell unto Crosbie-Gillespie Company all of the interests of the said Exchange National Company in and to said aforescribed property and all other property in connection therewith for the sum of \$300.00; and that Rex Watkinson, Receiver for Exchange National Company, be 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 Jul 21 1936
H. P. Warfield, Clerk
U. S. District Court EA

DISTRICT OF OKLAHOMA

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA

TUESDAY, JULY 21, 1936

3. That every policyholder and contract holder of The Federal Reserve Life Insurance Company who does not accept the benefits of said agreement with the Occidental Insurance Company shall within 30 days after the mailing of the notice, as provided in paragraph 41 of said agreement, deliver to the Receiver, William R. Baker, at Kansas City, Kansas, his election in writing signed by him, not to accept the benefits of said agreement and such policy or contract is hereby terminated as of May 22, 1936. Each and every policyholder and contractholder of the defendant Company shall be deemed to have accepted and conclusively bound by the said reinsurance agreement with the Occidental Life Insurance Company to the same extent and with the same force and effect as if he had in writing accepted the same, unless he shall within the time hereinbefore set forth, deliver to the said Receiver, William R. Baker, his election not to accept the benefits of said reinsurance agreement.

4. That all creditors and all persons, firms and corporations having any claim or demand against The Federal Reserve Life Insurance Company, or having or asserting any claim or lien against or equitable interest in or right of preference or priority as to any assets forming a part of the receivership estate herein, other than dissenting policyholders and contract holders as referred to in the preceding paragraph hereof, shall file written proofs of their claims or demand with the Clerk of the District Court of the United States for the District of Kansas at Topeka, Kansas, in cause No. 2003-N, on or before September 1, 1936. Each said proof or claim shall be verified under oath by the claimant or his duly authorized attorney, shall state the nature of the claim, or demand, the amount thereof, exclusive of interest, in dollars and cents, the date or dates on which said claim or demand was or will be due, the date or dates on which the amount thereof became payable, the rate of interest, if any, to be paid thereon and the amount of interest, if any, accrued and unpaid thereon to May 22, 1936. If such claim or demand is evidenced by or arose out of any contract in writing or other written instrument, proof of said claim shall be accompanied by such contract or other written instrument or a copy thereof. Each proof of claim shall state the amount and kind of security or lien held or claimed by the claimant as security for said claim or demand, and any claim or preference or priority in payment thereof from the property and assets of the defendant Company herein at the time forming part of the receivership estate, or from the income, profits or proceeds thereof. All claims and demands against The Federal Reserve Life Insurance Company, a Corporation, in or to any of the assets forming a part of the receivership estate, which are not filed in the manner and within the time prescribed herein, shall be barred from and forever closed of all right to share in the distribution of any and all money, properties or assets now or hereafter forming a part of the receivership estate.

5. The notice to policyholders and the notice to creditors, as provided for in the orders and decree of the District Court of the United States for the District of Kansas, and the proof of such notices as are set forth in the application, are hereby adopted and approved and made a part of this ancillary proceeding.

6. The ancillary receiver herein is hereby authorized and directed to remit the funds now in his possession to William R. Baker, primary receiver at Kansas City, Kansas, and is hereby further authorized and directed to execute and deliver such endorsements, assignments and conveyances or other written instruments which may be requested by the Occidental Life Insurance Company, or as may be desirable, proper, or necessary to perfect the transfer of the record title to all the assets of The Federal Reserve Life Insurance Company, to the Occidental Life Insurance Company, situated within this federal judicial district, and upon so doing the ancillary receiver herein shall be relieved of any and all obligations of the property heretofore turned over and by him had in this proceeding.

7. The Court reserves jurisdiction of this cause and of all the parties hereunto for the purpose of carrying out the terms of this decree, and for all other matters properly within the jurisdiction of the Court.

Dated at Tulsa, Oklahoma this 21st day of July, 1936.

F. E. KENNAMER
J U D G E.

ENDORSED: Filed Jul 21 1936
H. P. Warfield, Clerk
U. S. District Court ME

State of Oklahoma, in cause numbered 21448.

DATED this 21st day of July, 1936.

F. E. KENNAMER
DISTRICT JUDGE.

ENDORSED: Filed Jul 21 1936
H. P. Warfield, Clerk
U. S. District Court

Court adjourned to July 24, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA FRIDAY, JULY 24, 1936

Court convened pursuant to adjournment, Friday, July 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 FOR THE NORTHERN DISTRICT OF OKLAHOMA.

Security Benefit Association, Plaintiff,)

vs.)

No. 445 Equity ✓

Town of Slick, et al, Defendants.

O R D E R

Now on this 24th day of July, 1936, the above styled and numbered cause came on for hearing on the application of M. B. Vick and Company, a co-partnership, for an order authorizing and directing the Receiver of the Town of Slick, appointed in this cause, to pay to it the amount due on coupons numbered 7 to 14 inclusive on bonds numbered 69 to 72 and 80, both inclusive, the said coupons having by misadventure been destroyed; and further so that this court set a satisfactory bond for the protection of the Receiver herein in said amount;

And it appearing to the court that the said coupons were lost and/or destroyed cannot be found, and that the said applicant is the owner of said coupons and that a surety bond in the sum of Five Hundred Fifty Dollars (\$550.00) is sufficient for the protection of the Receiver herein in paying to the said applicant the amount due under said coupons.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that upon delivery to the Receiver herein of a properly executed surety bond in the sum of Five Hundred Fifty Dollars (\$550.00) that the said Receiver be, and he is hereby authorized and directed to pay to M. B. Vick and Company the amount due under the coupons as above set out.

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

ENDORSED: Filed Jul 24 1936
H. P. Warfield, Clerk
U. S. District Court EA

going cause be, and the same hereby is, dismissed in accordance with the provisions of the said filed herein by the plaintiff.

F. E. KENNAMER
District Judge.

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

Court adjourned to July 28, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA TUESDAY, JULY 28, 1936

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

Gas Utilities Company, Plaintiff,)
vs.) No. 905 Equity. ✓
Oklahoma Natural Gas Corporation, Defendant.)

ORDER

BE IT REMEMBERED, That on the 16th day of July, 1936, the above matter came for hearing upon the application of C. R. Nixon and Lewis J. Bicking for an allowance of attorney's fee to them for services rendered in the above entitled proceeding, said applicants being in person and Oklahoma Natural Gas Company being present by and through its counsel, R. C. and I. J. Underwood.

WHEREUPON statements of counsel were made, and after hearing said statements the Court continued said matter until such date as is mutually satisfactory to counsel.

And now on this 27th day of July, 1936, said applicants being present in court by and through Lewis J. Bicking and Oklahoma Natural Gas Company being present by and through its counsel, I. J. Underwood, a statement was made in open court that an amicable settlement and composition of any and all attorneys' fees due C. R. Nixon and Lewis J. Bicking in the above entitled proceeding had been made between the interested parties, and the said applicants advised they would withdraw and dismiss their application.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that the application of C. R. Nixon and Lewis J. Bicking for final allowance of attorneys' fees in the above proceeding be, and the same hereby is, withdrawn and dismissed in accordance with the agreement.

112
3
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, JULY 28, 1936

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

Gas Utilities Company	Plaintiff)
vs.		) No. 905 Equity.
Oklahoma Natural Gas Corporation,	Defendant.)

O R D E R

Now on this 27th day of July, 1936, the above cause came on for further hearing upon the application of James J. Roberts and Lorena B. Roberts, as joint tenants, for an order directing the transfer agents of Oklahoma Natural Gas Company, under the plan of reorganization of the affairs of Oklahoma Natural Gas Corporation, to issue new preferred and common stock to said applicants, upon surrender of 56 shares of 6 1/2% preferred stock of Oklahoma Natural Gas Corporation, said matter having been regularly assigned for hearing on this date; said applicants being present by and through their counsel, Richard K. Bridges, and Oklahoma Natural Gas Corporation being present by and through its counsel, I. J. Underwood.

WHEREUPON, statements of counsel were made and evidence introduced, and after hearing said statements of counsel and evidence, the Court finds that the application of James J. Roberts and Lorena B. Roberts should be denied.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that the application of James J. Roberts and Lorena B. Roberts for an order to require the transfer and delivery to them of preferred and common stock of Oklahoma Natural Gas Company in exchange for 56 shares of 6 1/2% preferred stock of Oklahoma Natural Gas Corporation should be, and the same hereby is so ordered, to which order the applicants except and said exceptions are allowed.

F. E. KENNAMER
United States District Judge.

OK as to form:

SMIRK & BRIDGES
Counsel for James J. Roberts and Lorena B. Roberts

I. J. UNDERWOOD
Counsel for Oklahoma Natural Gas Corporation.

ENDORSED: Filed Jul 28 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to July 29, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, JULY 29, 1936

Court convened pursuant to adjournment, Wednesday, July 29th, 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,	) No. 1078 Equity.
vs.)	
MYRTLE CLARK and HATTIE CLARK,	) Defendants.)

PETITION FOR APPEAL TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR
THE TENTH CIRCUIT.

Comes now, MYRTLE CLARK, one of the defendants in the above entitled and r
cause, and feeling herself aggrieved by the decree of this Court made and entered on the
day of May, A. D. 1936, by which decree the Court denied the right of the defendant, MYRT
to recover any of the proceeds of the insurance policy issued upon the life of EARL T. CL
by the Sovereign Camp of the Woodmen of the World, plaintiff in this cause, and by which
the Court further ordered and decreed that the entire proceeds be paid over to the defend
Hattie Clark, by the Clerk of the United States District Court for the Northern District
homa, in cause styled, Sovereign Camp of the Woodmen of the World, Plaintiff, vs. Myrtle
and Hattie Clark, Defendants, #1078 Equity, does hereby appeal from said order, judgment
cree of this Honorable Court to the United States Circuit Court of Appeals for the Tenth
for the reasons specified in the assignments of error, which is filed herewith, and made
hereof, and prays that her appeal may be allowed, and that a transcript of the record, pr
and papers upon which said order and decree was made duly authenticated, may be sent to t
ted States Circuit Court of Appeals for the Tenth Circuit.

A. F. MOSS
H. R. YOUNG
Attorneys for Myrtle Clark, Petiti
Appellant.

The foregoing claim of appeal is allowed this 29th day of July, 1936. Bon
fixed in the sum of Two Hundred Dollars (\$200.00), and the Clerk of the District Court of
United States for the Northern District of Oklahoma, is ordered to hold in his possession
proceeds of the insurance policy involved in the above entitled and numbered cause of act
until such time as said appeal is determined by the United States Circuit Court of Appeal
the Tenth Circuit.

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

Assignment of Errors attached to
original.

ENDORSED: Filed Jul 29 1936
H. P. Farfield, Clerk
U. S. District Court ME

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 29th day of July, A. D. 1936, and prior to the return date of citation herein, and upon request of the petitioner appellant for an extension of time which to perfect the record and lodge the appeal allowed her herein, and a good and sufficient cause having been shown therefor;

IT IS, BY THE COURT, CONSIDERED, ADJUDGED AND ORDERED that the time for perfect 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 and docketing said cause in the United States Circuit Court of Appeals for the Tenth Circuit the same is hereby enlarged and extended to the 15th day of September, A. D. 1936.

Done at Tulsa, Oklahoma, this 29th day of July, A. D. 1936.

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

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

Court adjourned to July 30, 1936.

SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA THURSDAY, JULY 30, 1936

Court convened pursuant to adjournment, Thursday, July 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

THE EAGLE-PICHER LEAD COMPANY, a Corporation,)
and THE EAGLE-PICHER MINING AND SMELTING)
COMPANY, a Corporation, Plaintiffs,)

vs.)

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.)

In Equity No. 1119 ✓

ORDER STAYING PROCEEDINGS PENDING APPEAL

It appearing to the Court that an appeal has been taken to the United States Circuit Court of Appeals for the Tenth Judicial Circuit from an order entered herein on July 23, 1936, granting a preliminary injunction and overruling defendants' motion to dismiss the bill of complaint, it is

ORDERED that all proceedings herein be held in abeyance pending the determination of said appeal, and the time within which the defendants are required to move or plead further herein is hereby extended for a period of 30 days from the date of the determination of said appeal.

Dated this 6th day of July, A. D. 1936.

APPROVED: A. SCOTT THOMPSON
ALLEN McREYNOLDS
JOHN FLANIGAN, JR.
A. J. WALLACE
Attorneys for Complainants

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

ENDORSED: Filed Jul 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

United States Fidelity and Guaranty)
Company, Plaintiff,)

v.)

R. W. James and Mrs. C. E. Yates, Defendants.)

Equity No. 1120 ✓

ORDER OF DISMISSAL

The above entitled matter coming on for hearing on motion of plaintiff to dismiss no pleadings having been filed in this cause except the petition, and the Court being fully advised orders said matter dismissed at the costs of the plaintiff.

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

JAMES P. RATIGAN, Plaintiff,)
vs.)
DECKARD SUPPLY COMPANY, a corporation, In Equity No. 881 E.)
and CHARLES L. DECKARD, doing business)
under the name and style of DECKARD)
MANUFACTURING COMPANY, Defendants.)

ORDER ALLOWING APPEAL

The foregoing and attached petition, with the accompanying assignments of having been presented to me this 4th day of August, 1936, and having been duly considered the appeal prayed for from the decree heretofore entered in this cause is hereby allowed; and it is Ordered that the certified transcript of the record, testimony, exhibits, stipulations, and all proceedings be transmitted to the said United States Circuit Court of Appeals the Tenth Circuit upon the plaintiff giving bond conditioned as required by law in the sum of Two Hundred Dollars.

Dated this 4th day of August, 1936.

F. E. KENNAMER
District Judge.

ENDORSED: Filed Aug 4 1936
H. P. Warfield, Clerk
U. S. District Court ME

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

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

ORDER ALLOWING FEES

The above cause coming on for hearing before the undersigned Judge, on this day of August, 1936, upon application for the allowance of attorney's fees for Rolline E. as attorney for the Intervenor, State of Oklahoma, ex rel Howard Johnson, Bank Commissioner the Intervenor appearing by his attorney, Francis Porta, and Rollin E. Gish appearing in person and the Court having considered the application and being fully advised in the premises, find that the sum of \$500.00 has been paid on account to Intervenor's attorney, Rollie E. Gish, and that a further allowance of attorney's fees should be made in the sum of \$1250.00, in addition for all legal services rendered in said cause.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED that Rollie E. Gish be, and is hereby allowed as attorney's fees for legal services rendered to the Intervenor in the above numbered and entitled cause, the sum of \$1250.00 in addition to any sums heretofore paid by

account for such services, and that such allowance be taken in full satisfaction and set off of all claims for services, expenses or disbursements by the said Rollin E. Gish as against Intervenor for any and all services rendered by him in the above numbered and entitled case. Said allowance of attorney's fees is authorized and directed to be paid by Intervenor out of assets of The Exchange Trust Company, an insolvent institution now in the hands of the State Commissioner for liquidation.

WITNESS MY HAND the day and year first above written.

F. E. KENNAMER
Judge.

O.K. FRANCIS PORTA
Attorney for Intervenor.

ENDORSED: Filed Aug 4 1936
H. P. Warfield, Clerk
U. S. District Court EA

Court adjourned to August 6, 1936.

Court convened pursuant to adjournment, Thursday, August 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.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, a corporation,	) Plaintiff,)	
-vs-		)	No. 873 Equity
)	
EXCHANGE NATIONAL COMPANY, a corporation,	) Respondent.)	

ORDER AUTHORIZING SALE OF PROPERTY

This cause coming on to be heard on this 6th day of August, 1936, upon the filed application of Rex Watkinson, Receiver of Exchange National Company, to sell the following described premises, to-wit:

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

unto J. Lon McDonald, for the sum of \$1500.00 cash and the assumption by said purchaser of half of the 1936 ad valorem taxes, or to him or any other person who shall make a higher bid at said sale, and to pay from the proceeds derived from said sale unto Paul Philpén, Commissioner for making said sale, the sum of \$75.00, and the court having read said application and finding that it has jurisdiction to enter an order thereon, and being fully advised in the premises, finds that said application should be sustained.

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

THE LINCOLN NATIONAL LIFE INSURANCE)
COMPANY, a corporation, Plaintiff,)
vs.) No. 873 Equity.
EXCHANGE NATIONAL COMPANY, a corporation,)
Respondent.)

ORDER AUTHORIZING SALE OF REAL ESTATE.

This cause came on to be heard on this 6th day of August, 1936, on the application of Rex Watkinson, Receiver of Exchange National Company, to sell 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,

unto John T. Kelley of Ada, Oklahoma, provided the latter shall pay the sum of One Thousand (\$1,000.00) Dollars, in cash, or to the said John T. Kelley or any other person who shall like sum, or a sum in excess thereof; and the court having read said application and find has jurisdiction to entertain same and to enter an order thereon, and being fully advised 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 hereby is sustained and the said Rex Watkinson, Receiver for Exchange National Company, be and he is hereby directed, authorized and empowered forthwith to advertise and sell said aforescribed property in conformity with the applicable laws of the United States of America, unto John T. Kelley for the sum of \$1,000.00, or to the said John T. Kelley or a other person who may bid a sum in excess of said sum of \$1,000.00, and

IT IS FURTHER ORDERED, adjudged and decreed by the court that in the event sale is consummated that the said Rex Watkinson, Receiver, be and he is hereby directed, authorized and empowered to pay, as a commission for said sale, to R. E. Carpenter, of Ada, Oklahoma the sum of \$50.00, and the said Rex Watkinson, Receiver, is further authorized and empowered all things necessary fully and effectually to accomplish the letter and spirit of said application.

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

ENDORSED: Filed Aug 6 1936
H. P. Warfield, 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 MONDAY, AUGUST 10, 1936

You, therefore, are hereby commanded that such proceedings be had in said as according to right and justice, and the laws of the United States ought to be had, th appeal notwithstanding.

WITNESS, the Honorable CHARLES E. HUGHES, Chief Justice of the United St the 6th day of August, in the year of our Lord one thousand nine hundred and thirty-six.

COSTS OF Appellees:
Clerk, \$-- --
Printing Record, \$-- --
Attorney, \$20.00
\$20.00

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

By H. A. McINTYRE
Deputy Clerk.

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

Court adjourned to August 17, 1936.

SPECIAL MARCH 1936 TERM-Equity Session TULSA, OKLAHOMA MONDAY, AUGUST 17th, 1936

Court convened pursuant to adjournment, Monday, August 17th, 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:

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

Now on this 17th day of August, A. D. 1936, it is ordered by the Court tha Clerk file and spread of record the Mandate in the above cause, same being in words and f as follows, to-wit:

UNITED STATES OF AMERICA, ss:

THE PRESIDENT OF THE UNITED STATES OF AMERICA

(SEAL)

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

GREETING:

WHEREAS, lately in the District Court of the United States for the Northern District of Oklahoma, before you, or some of you in a cause between Cheyenne Arms Apartmen et al., plaintiffs, and Standish Hall, Trustee, et al., defendant, No. 708 Equity, the dec of the said District Court in said cause entered on February 4, 1936, was in the following viz:

13 Now on this 4th day of February, 1935, this cause comes on to be further heard on motion of complainants to confirm sale and it is argued by counsel complainants appearing by Brooks, Brooks & Fleason and H. L. Smith, their attorneys, and the defendants appearing by F. E. Riddle, their attorney. Plaintiff's produce the report of Travis Milsten, special master in chancery of the sale of real estate heretofore had on the 31st day of January, 1935 made under and in pursuance of decree heretofore rendered in the above-entitled cause, wherein the said real estate and personal property involved in this was sold to W. A. Cunningham, G. G. Bethel, Henry C. Ray, David Eshelman & L. Rittenoure, as trustees, for the saleprice of \$45,000.00; and thereupon after having examined the proceedings of the special master in making said sale and being satisfied that said sale and all proceedings with regard thereto had been made in conformity to said decree and in accordance with the requirements of law, upon consideration thereof, it is by the Court Considered, Ordered Adjudged and Decreed as follows:

14 It is ordered and decreed that the said report and proceedings be and hereby ratified and confirmed.

It is further ordered by the court that Travis Milsten, as Special Master in Chancery, do make, execute and deliver unto the said purchasers a good sufficient master's deed covering all the right, title, interest and estate and to the said real estate and personal property and each and every part so sold to them as aforesaid, to-wit:

Lots 3 and 4, Block 5, Kirkwood Place Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

together with all and singular the tenements, hereditaments, rights, franchises, easements, privileges, immunities and appurtenances in anywise connected with the property hereby conveyed and thereunto belonging or in anywise appertaining, together with the reversion or reversions, remainder or remainders, income, revenue, rents, issues and profits thereof; also all improvements, buildings and fixtures of every kind, character and description situated upon and affixed to said property, placed in or on said property; also all the estate, right, title and interest of the defendants in and to the same and every part thereof;

also all furniture, fixtures, rugs, curtains, utensils, bedding, towel linens, tableware, dishes, stoves and ranges, together with all other personal property which was upon the said real estate September 1, 1925 or at any time since that date except such personal property as may have been placed thereon and owned by tenants, never having been subject to mortgage involved in this suit.

It is further ordered and adjudged that the special master distribute and disburse the proceeds arising from said sale as follows: He shall first pay taxes which are delinquent against the property included in the sale. He thereupon pay the court costs of this action, not including any of the cost of the recent appeal to the Circuit Court of Appeals, but including the Special Master's costs, consisting of publisher's charge for publishing sale notice. The balance of the purchase price shall be distributed pro rata among the holders of the bonds included in the judgment.

Each bondholder to whom a distribution is to be made shall exhibit his bond to the special master, who shall endorse upon same the amount paid, over his signature, and shall return the bond to the holder thereof. Those bonds which are represented by the bondholders' committee and which are used, in accord

with the decree in saying part of the purchase price shall have endorsed upon them by the special master the same memorandum of payment which is endorsed upon other bonds, with the additional notation that the sum specified was paid by application thereof upon the purchase price, and the bonds shall thereupon be returned to the persons exhibiting the same.

If the fees hereinafter mentioned shall have been paid and receipts therefor have been delivered to the special master, then the master's deed shall be free and clear of such claims. Otherwise a paragraph shall be included in the master's deed reciting that the title conveyed is subject to the prior lien of the said fees, which are as follows: To Standish Hall, the former trustee, for his services prior to the time his successor was appointed \$600.00; to Collis Chandler, receiver and substituted trustee, for all of his services up to and including the time of issuance of the master deed, the making of his final report and delivery of possession, in addition to the sum of \$_____ which he has already been allowed and has received, \$250.00; to the special master for his services in connection with the sale and the necessary services subsequent thereto, \$225.00; to Willard Brooks his services as one of the attorneys for the plaintiffs and for the receiver in addition to the \$500.00 which he has already received, the sum of \$2,000 to H. L. Smith for his services as one of the attorneys for the plaintiffs for the receiver, in addition to the \$600.00 which he has already received the sum of \$1,500.00; to Willard Brooks to apply upon unpaid expenses the sum of \$150.00.

The court reserves jurisdiction to enter any further orders which are necessary in order to place the purchasers in possession of all of the property to which they may be entitled and in order to settle and enforce, if necessary, the rights, if any, of the plaintiffs upon the supersedeas bond or bonds now on file. Also, to make any other orders which may become necessary for the proper closing of this case.

as by the inspection of the transcript of the record of the said District Court, which was brought into the United States Circuit Court of Appeals, Tenth Circuit, by virtue of an appeal by Adah C. Sanders and Cheyenne Arms Apartments, Inc., agreeably to the act of Congress, in such case made and provided, fully and at large appears;

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

On consideration whereof, it is now here ordered, adjudged and decreed by this Court that the appeal in this cause be and the same is hereby dismissed out of this court; that Standish Hall et al., appellees, have and recover of and from Adah C. Sanders, et al., appellants, their costs herein.

- - July 6, 1936.

You, therefore, are hereby commanded that such proceedings be had in said case as according to right and justice, and the laws of the United States, ought to be had, the appeal notwithstanding.

WITNESS, the Honorable CHARLES E. HUGHES, Chief Justice of the United States, this 14th day of August, in the year of our Lord one thousand nine hundred and thirty-six.

COSTS OF Appellees:
Clerk, \$-- --
Printing Record, \$-- --
Attorney, \$20.00
\$20.00

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

ENDORSED: Filed Aug 17 1936
H. P. Warfield, Clerk
U. S. District Court

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

LEWIS HEISLER BALL and CHESTER H. LOVELAND,
Receivers appointed by the District Court
of the United States for the District of
Delaware, for Western Continental Utilities,
Inc., a Corporation of the State of
Delaware,

vs.

No. 803 Equity.

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

On this the 17th day of August, 1936, came on to be considered the application of Chester H. Loveland, ancillary receiver herein, for an order fixing an allowance to Messrs. Bacigalupi, Elkus & Salinger in the sum of Nine Hundred and no/100 (\$900.00) Dollars, and to Charles C. Huff and G. H. Penland in the sum of Two Thousand and no/100 (\$2000.00) Dollars in full compensation for their services as attorneys to the co-ancillary receivers, Chester H. Loveland and Lewis Heisler Ball, and to Chester H. Loveland, sole ancillary receiver, in this cause.

And the Court having heard testimony as to the extent of said services and the value thereof, and being in all things fully advised in the premises, is of the opinion and finds that the reasonable value of the legal services rendered by the said Messrs. Bacigalupi, Elkus & Salinger on behalf of said estate and as attorneys to the said co-ancillary receivers for the period beginning November 9th, 1932 to the date hereof, is the sum of Nine Hundred and no/100 (\$900.00) Dollars, and is of opinion and finds that the reasonable value of the legal services rendered by the said Charles C. Huff and G. H. Penland on behalf of said estate and as attorneys to the said co-ancillary receivers from November 9th, 1932 to the date hereof, is the sum of Two Thousand and no/100 (\$2000.00) Dollars. That the application of the ancillary receiver, Chester H. Loveland, for an order allowing to the said Messrs. Bacigalupi, Elkus & Salinger in the sum of Nine Hundred and no/100 (\$900.00) Dollars, and to Charles C. Huff and G. H. Penland the sum of Two Thousand and no/100 (\$2000.00) Dollars for their said services, should be granted in all things granted.

WHEREFORE, it is ordered, adjudged and decreed that the application filed by the ancillary receiver, Chester H. Loveland, for an order of allowance of attorney fee the same is hereby granted, and the said ancillary receiver, Chester H. Loveland, is ordered and empowered to pay to the said Messrs. Bacigalupi, Elkus & Salinger the sum of Nine Hundred and no/100 (\$900.00) Dollars in full compensation for their services to the said receivers thereof to the date hereof, and the said ancillary receiver, Chester H. Loveland, is further ordered, directed and empowered to pay to the said Charles C. Huff and G. H. Penland the sum of Two thousand and no/100 (\$2000.00) Dollars in full compensation for their

30
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, AUGUST 17, 1936

services as attorneys to the said estate and the receiver thereof.

F. E. KENNAMER
JUDGE.

ENDORSED: Filed Aug 17 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, Appellant,)

-vs-

DECKARD SUPPLY COMPANY, a corporation,
and CHARLES L. DECKARD, doing business
under the name and style of DECKARD
MANUFACTURING COMPANY, Appellees.

IN EQUITY NO. 881 E.

O R D E R

Upon application of the Appellees, and for good cause shown,

IT IS HEREBY ORDERED:

That Appellees' time for filing their Praecipe in the above entitled cause and the same hereby is extended to September 15, 1936, and that the time for hearing on Applicant's Narrative Statement of Testimony be and the same hereby is postponed to a date after September 15, 1936, to be agreed upon by the parties hereto.

F. E. KENNAMER
Judge United States District Court.

Dated:
August 17th, 1936.

ENDORSED: Filed Aug 17 1936
H. P. Warfield, Clerk
U. S. District Court B

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

JAMES P. RATIGAN, Plaintiff,)
vs.)
In Equity No. 881 a. ✓
DECKARD SUPPLY COMPANY, a corporation,
and CHARLES L. DECKARD, doing business
under the name and style of DECKARD
MANUFACTURING COMPANY, Defendants.

ORDER ENLARGING TIME TO LODGE APPEAL.

Now on this 17th day of August, 1936, and prior to the return day of the
herein, and for good and sufficient cause to me shown, and being well and sufficiently at
the premises:

IT IS HEREBY ORDERED that the time for printing the record and lodging the
heretofore allowed plaintiff herein, in the United States Circuit Court of Appeals for the
th Circuit, for docketing, be and the same is hereby enlarged and extended for a further
of sixty (60) days from this date.

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

ENDORSED: Filed Aug 17 1936
H. P. Warfield, Clerk
U. S. District Court H

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

GAS UTILITIES COMPANY, Plaintiff,)
vs.)
No. 905 Equity ✓
OKLAHOMA NATURAL GAS
CORPORATION, Defendant.

O R D E R

Now, on this 17th day of August, 1936, the same being a regular day of a t
this court at Tulsa, Oklahoma, the application of Oklahoma Natural Gas Company, a Delaware
tion (hereinafter referred to as the New Company), for an order approving payment of the
of the purchase price of the properties directed to be sold by and under the Final Decree
on to be heard, and it appearing to the Court:

(a) That under Article Eleventh of the order and decree of this Court mad
entered on September 26, 1933, in Equity No. 905, supra, it was provided, among other thi

"The purchaser shall be credited on account of the purchase price of the
property by him purchased for all claims against the defendant finally es-
tablished and allowed in this cause turned over to the Special Master in
part payment of the purchase price for such sums as would be paid in respec
thereof out of the proceeds of the sale directed in and by this Decree

if the whole amount of the purchase price were paid in cash and in determining the pro rata share of the proceeds of sale payable on any such claim the relative priority of payment in respect of claims of different classes as finally judicially determined and established in this cause shall be taken into account.

"All claims turned over to the Special Master in payment or part payment of the purchase price of the property purchased, and whether or not to qualify the Purchaser to bid at the sale, shall be cancelled if the distributive share thereof from the proceeds of sale; if paid wholly in cash, would equal the amount due thereon for principal and interest to the date of the application thereof towards the payment of the purchase price; otherwise the Special Master shall cause appropriate notations to be made thereon to indicate the amount thereof credited on the purchase price of the property sold under authority of this Decree and on demand shall return the same to or upon the order of the person or the respective persons turning the same over to the Special Master."

(b) That the time to file claims herein has fully expired, and that the time to appeal from all orders of the Special Master and the Court disallowing claims, has fully expired.

(c) That the New Company has assigned to the Special Master herein all claims filed and allowed herein against the defendant, Oklahoma Natural Gas Corporation (Hereinafter called the Old Company), and all judgments against the Old Company in actions pending against the Old Company upon September 26, 1933.

(d) That the New Company has paid the sum of \$24,716.34 for Court costs, and expenses and fees.

(e) That the total amount of claims filed and allowed, and judgments against the old Company is \$3,342,555.30.

IT IS THEREFORE ORDERED, ADJUDGED, CONSIDERED and DECREED by the Court that all claims against the Old Company heretofore allowed by the Special Master and aggregating \$3,342,555.30 be and they hereby are allowed and confirmed, and

IT IS FURTHER ORDERED, ADJUDGED, CONSIDERED and DECREED that the sum of \$24,716.34 heretofore paid by the New Company as Court fees and expenses, pursuant to the Final Decree and orders of this Court made pursuant thereto, be and the same hereby is allowed to the New Company as a credit against the purchase price of \$500,000; and

IT IS FURTHER ORDERED, ADJUDGED, CONSIDERED and DECREED that the New Company made payment in full of the purchase price of the properties directed to be sold by and under the Final Decree, by turning over to Hal F. Rambo, Special Master herein, all notes, documents and instruments evidencing each claim against the defendant heretofore filed and allowed herein amounting in the aggregate to \$3,342,555.30, as follows:

Purchase Price		\$500,000.00
<u>Cash Payments</u>	\$25,716.34	
Dividend Value of \$3,327,172.26 Claim of Gas Utilities Company assigned by it to New Company, and by New Company to Special Master	473,096.28	
Dividend Value of \$15,383.04		

the powers of the Board of Directors in the premises, has duly adopted a resolution at the the outstanding First Mortgage Bonds of Series A and Series B, the General Mortgage Extension Gold Bond and the Five Per Cent. Serial Notes of Series A and Series B of the Company, and securities of the Company and its subsidiaries have been paid or otherwise discharged, satisfied or cancelled, or provision made for the payment or redemption or retirement thereof deposit with the Trustees under the respective mortgages or indentures securing the same sufficient for such purpose, all in accordance with a refinancing plan approved by the Board of Directors of the Company pursuant to authority granted by order of this Court entered 16, 1936, and that Chemical Bank & Trust Company, as Trustee under the Indenture dated as November 1, 1933, securing said Series A Notes of the Company, has given its Certificate by its proper officers that provision has been made for the redemption and retirement of Series A Notes of the Company by deposit with said Trustee under said Indenture of funds sufficient for such purpose, said resolution so certified and said certificate having been read to and made a part of said application filed as aforesaid as Exhibit "A" and Exhibit "B" respectively;

The Court, after hearing counsel, and upon due consideration, and being fully advised in the premises, ORDERS, ADJUDGES and DECREES, as follows:

The jurisdiction retained by this Court in the above entitled cause Pursuant to the orders of this Court dated December 4, 1933, June 4, 1934 and July 2, 1934, be and it is hereby relinquished and the same hereby ceases and determines.

DONE IN OPEN COURT this 17th day of August, 1936.

F. E. KENNAMER
United States District Judge.

ENDORSED: Filed Aug 17 1936
H. P. Warfield, Clerk
U. S. District Court

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

Sullivan Funeral Home, Inc., a Corporation,	Plaintiff,)	
)	
vs.		)	No. 1138 Equity.
)	
Bessie Gregory, Foster L. Gregory and Georgia Bible,	Defendants.)	

O R D E R

Now on this 17th day of August, 1936, this matter coming on before the Court at a hearing that on July 31, 1936, an order was made by the District Court of Creek County Oklahoma, removing the above cause from said District Court of Creek County, Oklahoma, to United States District Court for the Northern District of Oklahoma; and it further appears to the Court that the purpose of said cause of action is the foreclosure of a mortgage on reserved Indian land, and 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 this Court.

C.K. CHANDLER A. BREWER Assistant United States Attorney	F. E. KENNAMER JUDGE.
---	--------------------------

ENDORSED: Filed Aug 17 1936, H. P. Warfield, Clerk
U. S. District Court

Court adjourned to August 19th, 1936.

Court convened pursuant to adjournment, Wednesday, August 19th, 1936.

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

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

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

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

vs.

In Equity No. 344 ✓

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

ORDER CONFIRMING SALE

NOW ON THIS 19th day of August, come the Plaintiffs, and move the court to firm the sale of the property made by the United States Marshal, for the Eastern District State of Oklahoma, on the 1st day of July, 1936, to Pioneer Corporation, a Delaware Corpo of Tulsa, Oklahoma, under a writ of execution issued out of the office of the Clerk of th United States District Court for the Northern District of Okla oma, dated the 6th day of M 1936, of the following property, to-wit:

The undivided 1-16th of the working interest in the oil and gas lease date 22, 1923, executed and delivered by Fred Wilson, U. S. Thompson, W. M. Thompson, and S. K. Gibson to J. S. Bassett, J. M. Hiller and D. E. Sanders, filed April 13th, 1923, at 1: p. o'clock, recorded in Book M-226, Page 161, Document No. 131721 office of County Clerk of County, Oklahoma. Said lease covers the Southeast Quarter of the Northwest quarter of Sec Three, Township Fifteen North, Range Eleven East, Forty Acres more or less, and said lease said 1-16th interest is assigned to Enfisco Oil Corporation by various assignments. Said interest in said lease being appraised according to law at \$156.25.

Also the undivided 1-16th of the working interest of an oil and gas lease d May 23, 1923, executed and delivered by E. Rorschbach and Emma E. Roschbach his wife to J. Sanders, W. H. Hiller, and Joe Bassett, Recorded in the office of the County Clerk of Okmu County, Oklahoma, Record M-229, Page 589, said lease covers the East Half of the Northeast of the Northwest quarter and the Southwest Quarter of the Northeast Quarter of the Northwest quarter of Section Three, Township Fifteen North, Range Eleven East, Okmulgee County, Oklah and said lease and said 1-16th interest is assigned by various assignments to Enfisco Oil tion. Said 1-16th interest being appraised according to law at \$62.50;

Also the undivided 1/8th of the working interest of an oil and gas lease da May 11th, 1916, executed and delivered by William H. Schacht and Sophia Schacht his wife t Producers and H. J. Zeigler, filed May 17th, 1916, at 11:35 o'clock a.m. Recorded in Book Page 64, records of the County Clerk, Okmulgee County, Oklahoma, being Document No. 52,146

DISTRICT OF OKLAHOMA
SPECIAL MARCH 1936 TERM-EQUITY SESSION TULSA, OKLAHOMA WEDNESDAY, AUGUST 19, 1936

Said lease covers the Southwest Quarter of Section Twenty-One, Township Fourteen North, Fourteen East, Okmulgee County, Oklahoma, and said lease and said 1/8th interest is assigned by various assignments to Amfisco Oil Corporation. Said 1/8th interest in said lease being sold according to law at \$86.25.

And, the court having carefully examined the proceedings of said Marshal said writ of execution is satisfied that the same have been performed in all respects in conformity to law;

That, due and regular notice of said sale was given by publication for the days in Okmulgee Daily Times, a newspaper, printed in and of general circulation, in Okmulgee County, State of Oklahoma, as shown by proof of said publication on file herein;

And, that on the day fixed therein, to-wit: the 1st day of July, 1936, said property was sold to Pioneer Corporation, a Delaware Corporation, of Tulsa, Oklahoma; It the highest and best bidder therefor.

The Clerk is accordingly directed to make an entry on the journal of said court that the court is satisfied of the legality of said sale, and no exceptions being filed, objections made, it is ordered and adjudged by the court that said sale and the proceedings and the same are, hereby approved and confirmed;

And, it is further ordered that Sam E. Swinney, United States Marshal for Eastern District of the State of Oklahoma, make and execute to the said purchaser at said Pioneer Corporation, a Corporation of Delaware, of Tulsa, Oklahoma, good and sufficient instrument of conveyance for said property sold.

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

ENDORSED: Filed Aug 19 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 AUTHORIZING THE MAKING OF REPAIRS

THIS CAUSE COMING on to be heard on this the 19th day of August, 1936, on a verified application of Rex Watkinson, Receiver for Exchange National Company for authority to make certain improvements and repairs on the following described premises, to-wit:

Lot 5 in Block 13, Burgess Hill Addition, Tulsa, being otherwise known as 822 North Cheyenne,

in order that the above property will be put into a saleable condition, the approximate cost of said repairs being \$150.00, and the court having read said application and finding that it has jurisdiction to entertain the same, and being fully advised in the premises, 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 WEDNESDAY, AUGUST 19, 1936

IT IS, THEREFORE, BY THE COURT, ORDERED, ADJUDGED AND DECREED, that said
tion of the said Rex Watkinson, be and the same is hereby sustained, and the said Rex Wa
be and he is hereby directed, authorized and empowered to make the necessary repairs on
above described premises, and to withdraw from the funds now on hand the approximate sum
\$160.00 to pay for said repairs, and the said Rex Watkinson is further directed, authori
empowered to do all other things necessary and proper in order fully and effectually to
lish the letter and spirit of the application and this order.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Aug 19 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 21st day of July, 1936, on a
the claims of creditors filed herein, and the opposition to the allowance of some of said
filed by Rex Watkinson, Receiver for Exchange National Company, and it appearing to the c
due and proper notice of this hearing was regularly given by depositing a notice of said
in the United States Mails, addressed to the last known residence of all of said claimant
their attorneys of record, and the said Rex Watkinson, Receiver for Exchange National Com
being present in person and by his solicitors, Horace H. Hagan and T. Austin Gavin, and s
solicitors and others appearing on behalf of certain creditors hereinafter named, having
ced ready to have said claims and said objections heard, thereupon Felix A. Bodovitz, att
for J. H. McBirrey, Trustee for guaranteed first lien participation certificates, made a
ment in support of the allowance of said guaranteed first lien participation certificates
the said Exchange National Company, or either of them, and thereupon the solicitors for s
receiver having made their statement in support of their objections filed against the all
of said guaranteed first lien participation certificates as claims, except contingently,
as any prior or preferred claims, and counsel for said Trustee having conceded that said
ificates were not prior or preferred claims, thereupon the court found that said guarantee
lien participation certificates were and are a proper common claim against the assets of
National Company, and the Court thereupon adjudged and decreed that they should be and ar
ed as such common claims in such sums as will be determined by subtracting from the face
thereof all liquidating dividends paid to said participation certificate holders to date,
such other and further liquidating dividends, if any, as may be hereafter paid unto said
ficate holders.

Thereafter A. L. Herr presented the claim of Oklahoma Tax Commission for c
tion license tax, and the court having heard the statement of said counsel for said Oklah
Tax Commission, and the objections lodged against the allowance of said claim, finds that
claim should be allowed in the sum of \$1040.00 and reserves ruling on the question as to
or not said amount so allowed shall be a prior or preferred claim.

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, AUGUST 19, 1936

IT IS ORDERED, ADJUDGED AND DECREED that said claim in the sum of \$1040.00 allowed as a valid and existing debt against the Exchange National Company; and

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE of the court that the priority any, of said claim shall hereafter be determined.

Whereupon Max Cohen appearing on behalf of Mr. and Mrs. N. L. Simpkins, a court having heard the statement of counsel in support of said claim and the statement of counsel for the receiver in opposition thereto, and being well and truly advised in the premises finds that said claim should be allowed as a general claim against the assets of said receiver in the sum of \$1940.03.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said claim of Mr. and Mrs. N. L. Simpkins in the sum of \$1940.03, be allowed as a valid and existing debt against the Exchange National Company;

Thereupon James Bush appeared on behalf of National Bank of Tulsa and Exchange National Bank, and presented the claims of said institutions and statements having been heard in support of said claims and against the same, and the court being well and truly advised in the premises, finds that the claim of National Bank of Tulsa in the sum of \$1800.00 should be allowed, and that the same should be a general claim against the assets of Exchange National Company, and the Court further finds that the claim of Exchange National Bank against Exchange National Company should be and is allowed as a claim against the assets of Exchange National Company in the sum of \$300.00.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that the claim of National Bank of Tulsa, and the claim of Exchange National Bank, be and they are allowed, as aforesaid claims, in the sum of \$1800.00 and \$300.00 respectively against the assets of Exchange National Company.

Thereupon Pearl E. Bre Dahl appeared by her counsel, J. S. Severson, and statement having been heard in support of said claim and against the same, the court finds that said claim in the form presented is, and should be denied.

IT IS THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED that the said claim of Pearl E. Bre Dahl in the form filed in this cause be and the same is hereby denied, and said claimant Pearl E. Bre Dahl be and she is given ten (10) days from date hereof within which to file an amended claim.

Thereafter Life Insurance Company of Virginia, appearing by its counsel W. L. Martin and Nellie Mahoney appearing by her counsel, Milsten and Milsten and Steele and Daugherty appearing by Mr. Daugherty, in support of the claim of said firm, and having requested continuance of their causes, the court finds that said claims, and the amended claim of Pearl E. Bre Dahl hereafter filed, should be and they are hereby continued to September 14th, 1936.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that the claim heretofore filed in this cause by J. T. Nesbitt, be and the same is hereby continued until the 14 day of September, 1936.

IT IS THE FURTHER ORDER, JUDGMENT AND DECREE OF THE COURT that each, all and other claim heretofore filed in the above cause be and the same are hereby dismissed for want of prosecution.

O.K. F. A. BODOVITZ Atty for J. H. McBirney
Successor Trustee

F. E. KEMMAGER
United States District Judge

O.K. JOHN ROGERS Attorney for J. A. Chapman, Creditor.

ENDORSED: Filed Aug 19 1936

H. P. Warfield, Clerk

U. S. District Court H

Lot One (1), Block Ten (10) Stonebraker Heights Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof;

And it further appearing to the Court that notice of this hearing was served of the defendants herein, or on their attorneys of record:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT, That the report of Joseph A. Moran, Special Master, be, and it is hereby confirmed in all things; that these said Special Master of the mortgaged property of the defendants Claude W. Davy and Leona Davy hereinbefore described, and described in the decree of foreclosure and order of sale, for price of Fifteen Hundred Fifty-five Dollars (\$1,555.00), be, and the same is hereby confirmed and made absolute; that of such price plaintiff has paid to the Special Master the sum of Hundred Fifty-four and 84/100 Dollars (\$354.84), as part of the purchase price of said property, the balance of said purchase price being applied against the judgment obtained by said plaintiff against the principal defendants herein, the said Claude W. Davy and Leona Davy; that the Special Master shall execute and deliver to THE EXCHANGE NATIONAL BANK OF TULSA, Oklahoma, a Special Master's deed conveying to said bank the property hereinbefore described.

IT IS FURTHER ORDERED, DECREED AND ADJUDGED, that the Special Master shall deliver with the Court Clerk, the said sum of Three Hundred Fifty-four and 84/100 (\$354.84) to be held by said Court Clerk pending the further order of this Court.

IT IS FURTHER ORDERED, That the Court Clerk shall pay to the said plaintiff the said fund, the sum of Fifteen and 50/100 Dollars (\$15.50), as a refund of court costs advanced by the plaintiff in this cause.

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

ENDORSED: Filed Aug 28 1936
H. F. Warfield, Clerk
U. S. District Court H

DISTRICT COURT OF THE UNITED STATES NORTHERN DISTRICT OF OKLAHOMA

THE EXCHANGE NATIONAL BANK OF TULSA,)
Oklahoma, Plaintiff)
vs.) No. 1050 Equity)
CLAUDE W. DAVY, LEONA DAVY,)
UNITED STATES OF AMERICA, Defendants.)

O R D E R

This cause coming on for hearing on the application of JOSEPH A. MORAN, as Special Master, appearing in person, and the plaintiff appearing by its attorney, James E. Bush, and the defendant, United States of America, appearing by its attorney, Chester A. Brewer, and the court being fully advised finds that such application should be granted:

IT IS THEREFORE ORDERED That the Clerk of this Court pay from the funds now in possession of said Clerk, in this cause, the sum of Five Dollars (\$5.00) each to the following persons:

Dan J. Davisson
D. E. Schock
N. A. Hardman;

and to pay to the Tulsa Daily Legal News the sum of Thirty-six and 25/100 Dollars (\$36.25)

