

SPECIAL MARCH 1939 TERM

TULSA, OKLAHOMA

THURSDAY, SEPTEMBER 14, 1939

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

H. J. CHAMBERS,	Plaintiff,)
vs)
		) NO. 243 Civil
BARTLETT COLLINS GLASS COMPANY,	Defendant.)

O R D E R

Now, on this 13th day of September, 1939, this matter coming on to be heard upon the oral application of the plaintiff to amend the petition to show that the defendant actually sued is Bartlett Collins Company, a Delaware Corporation, instead of Bartlett Collins Glass Company, an Oklahoma Corporation, and for good cause shown,

IT IS HEREBY BY THE COURT ORDERED that the plaintiff be and is hereby granted permission to amend the petition instanter in the caption and in the body thereof to show that the defendant actually sued in Bartlett-Collins Company, a Delaware Corporation.

F. E. KENNAMER
Judge

O.K. AS TO FORM
HAL CROUCH, Atty for Deft.

ENDORSED: Filed Sep 14 1939
H. P. Warfield, Clerk
U. S. District Court B

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

H. J. CHAMBERS,	Plaintiff,)
vs)
		) No. 243 Civil
BARTLETT COLLINS GLASS COMPANY,	Defendant.)

O R D E R

Now, on this 13th day of September, 1939, this matter coming on to be heard upon the motion of the defendant, Bartlett Collins Company, a Delaware corporation, to dismiss plaintiff's petition, and both parties being represented by counsel, and the Court having heard the argument of counsel and being fully advised in the premises, finds that the said motion to dismiss should be over-ruled.

IT IS THEREFORE BY THE COURT ORDERED that the motion to dismiss of the defendant, Bartlett Collins Company, a Delaware Corporation, be and the same is hereby over-ruled, to which the defendant excepts, and the defendant is granted ten (10) days from this date within which to file its answer.

O.K. AS TO FORM: HAL CROUCH, Atty for Def.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Sep 14 1939
H. P. Warfield, Clerk
U. S. District Court B

Court adjourned to September 15, 1939

On this 15th day of September, A. D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
John P. Logan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

MISCELLANEOUS - ADMISSION TO BAR.

Now on this 15th day of September, A. D. 1939, it being made satisfactorily to appear that M. S. Williams is duly qualified for admission to the Bar of the Court, the oath prescribed by law is administered and said attorney is declared admitted to the Bar of the Court.

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

I. E. NELSON, Trustee,	Plaintiff,)	
)	
vs)	
)	
T. L. BLAKEMORE, City Attorney for the City of Sapulpa, Okla.; EVERETT S. COLLINS, County Attorney of Creek County, Okla.; OKLAHOMA NATURAL GAS COMPANY, a corporation; LEON C. PHILLIPS, GOVERNOR OF THE STATE OF OKLAHOMA; and MAC Q. WILLIAMSON, ATTORNEY GENERAL OF THE STATE OF OKLAHOMA,	Defendants.	)	CIVIL ACTION No. 97

ORDER EXTENDING TIME FOR FILING RECORD ON APPEAL,
AND DOCKETING ACTION

It appearing to the Court that Leon C. Phillips, Governor of the State of Oklahoma; Mac Q. Williamson, Attorney General of the State of Oklahoma, and Everett S. Collins, County Attorney of Creek County, Oklahoma, defendants above named, have heretofore, to-wit: on August 21, 1939, filed with this Court Notice of Appeal to the United States Circuit Court of Appeals for the Tenth Circuit from the Order entered in this action on July 5, 1939, overruling Motions to Dismiss of defendants, Mac Q. Williamson, Attorney General of the State of Oklahoma, and Everett S. Collins, County attorney of Creek County, Oklahoma, and from the final judgment and decree entered in this action on August 10, 1939, and

It appears to the Court that therecord on appeal cannot be prepared and filed with the Appellate Court within forty (40) days from the date of the Notice of Appeal; and

For good and sufficient cause shown, it is hereby ordered that the time for filing the record in this case on appeal, and docketing this action in the United States Circuit Court of Appeals for the Tenth Circuit, be, and the same is, hereby extended until the 30 day of October, 1939.

Dated September 14, 1939.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Sep 15 1939
H. P. Warfield, Clerk
U. S. District Court

Court adjourned to September 16, 1939

In the District Court of the United States in and for the Northern District of Oklahoma on this 16th day of September, A. D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
John P. Logan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

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

Thlocco Oil Company, a corporation, Plaintiff,)

-vs-

The Corporation Commission of the State)
of Oklahoma and Reford Bond, A. S. J. Shaw)
and Ray O. Weems, individually and as members)
of the Corporation Commission of the State of)
Oklahoma, Earl Foster, Conservation Attorney,)
Wm. J. Armstrong, Chief Oil and Gas Conservation)
Agent of the State of Oklahoma, and H. N. Greis,)
as Trustee for Deep Rock Oil Corporation,)
Defendants.)

No. 236

O R D E R

Now on this the 16th day of September, 1939, the above entitled case came on for hearing, and the plaintiff appeared by Moss & Young, and therespondent, H. N. Greis as Trustee for Deep Rock Oil Corporation, appeared by his attorney, W. F. Semple, and all other respondents having appeared by Earl Foster, Conservation Attorney, and written responses having been filed herein by all defendants, and it appearing to the Court that H. N. Greis as Trustee for Deep Rock Oil Corporation has at all times been willing to purchase oil from the plaintiff, but was notified and warned not to purchase, as set forth in the response of H. N. Greis as Trustee for Deep Rock Oil Corporation, now on file herein, and it now appearing to the Court that the Corporation Commission of the State of Oklahoma no longer objects to the purchase of oil by the respondent, H. N. Greis as Trustee for Deep Rock Oil Corporation, from the properties of the plaintiff, and that by reason thereof, all matters have become moot, and that this cause should be dismissed.

It is, therefore, considered, ordered and adjudged that the complaint filed herein by the plaintiff, be, and the same is hereby, dismissed.

F. E. KENNAMER
J U D G E

APPROVED: H. R. YOUNG, Atty for Pltf.

ENDORSED: Filed Sep 16 1939
H. P. Warfield, Clerk
U. S. District Court E

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

Nabob Oil Company, a corporation, Plaintiff,)

-vs-

The Corporation Commission of the State of Oklahoma and Reford Bond, A. S. J, Shaw and Ray O. Weems, individually and as members of the Corporation Commission of the State of Oklahoma, Earl Foster, Conservation Attorney, Wm. J. Armstrong, Chief Oil and Gas Conservation Agent of the State of Oklahoma, and H. N. Greis, as Trustee for Deep Rock Oil Corporation, Defendants.)

No. 238

O R D E R

Now on this the 16th day of September, 1939, the above entitled case came on for hearing, and the plaintiff appeared by Moss & Young, and the respondent, H. N. Greis as Trustee for Deep Rock Oil Corporation, appeared by his attorney, W. F. Semple, and all other respondents having appeared by Earl Foster, Conservation Attorney, and written responses having been filed herein by all defendants, and it appearing to the Court that H. N. Greis as Trustee for Deep Rock Oil Corporation has at all times been willing to purchase oil from the plaintiff, but was notified and warned not to purchase, as set forth in the response of H. N. Greis as Trustee for Deep Rock Oil Corporation, now on file herein, and it now appearing to the Court that the Corporation Commission of the State of Oklahoma no longer objects to the purchase of oil by the respondent, H. N. Greis as Trustee for Deep Rock Oil Corporation, from the properties of the plaintiff, and that by reason thereof all matters have become moot, and that this cause should be dismissed.

It is, therefore, considered, ordered and adjudged that the complaint filed herein by the plaintiff, be, and the same is hereby, dismissed.

F. E. KENAMER
JUDGE

APPROVED: H. R. YOUNG, Atty for Pltf.

ENDORSED: Filed Sep 16 1939
H. P. Warfield, Clerk
U. S. District Court E

Court adjourned to September 18, 1939

On this 18th day of September, A. D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer and Hon. Alfred P. Murrah, Judges, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
John P. Logan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

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

WILLIAM W. LILLARD,	Plaintiff,)
)
v.		) No. 70 Civil Action
)
UNITED STATES OF AMERICA,	Defendant.)

AMENDED JUDGMENT

Now on this 31st day of May, 1939, this cause came on for trial by special assignment before the Honorable F. E. Kennamer, Judge, sitting in the United States District Court for the Northern District of Oklahoma at Tulsa, Oklahoma. Plaintiff appeared in person and was represented by his attorney of record, Benjamin E. Cook. The defendant appeared by Chester A. Brewer, Assistant United States Attorney and Daniel Dillon, Attorney, Department of Justice. A trial by jury was waived by agreement of parties. Upon said cause being called for trial, plaintiff and defendant announced ready for trial. Plaintiff introduced his evidence of witnesses sworn and examined in open court and introduced documentary evidence and rested. Thereupon, defendant made its motion for judgment for the reason that plaintiff had failed to establish by substantial evidence that he was permanently and totally disabled on September 1, 1936 as alleged in his petition under the terms of the insurance contracts herein and upon, which motion was overruled by the Court

Thereupon defendant introduced its testimony of witnesses sworn and examined in open court and introduced its documentary evidence and rested. At the close of all evidence introduced by both plaintiff and defendant, motions for judgment were made by counsel for respective sides.

The Court, being fully advised, finds that William W. Lillard accepted a commission on July 31, 1918 in the United States Army as First Lieutenant, Engineers; that he was honorably discharged therefrom on November 21, 1918; that while in service he was granted \$10,000.00 war risk term insurance as of the effective date of August 21, 1918; that effective as of December 1, 1921, \$2,000.00 of said insurance was converted into a twenty-payment life policy, designated hereafter as K-328,436 and \$8,000.00 was continued as a term policy; that effective May 1, 1926, \$8,000.00 term insurance was converted into an ordinary life policy and is hereafter designated as K-535,052; that monthly premiums have been paid on both of said converted policies, and both policies are now in full force and effect.

The Court further finds that claim for insurance benefits was filed by plaintiff with the Veterans Administration on July 20, 1938, alleging permanent and total disability under the terms of policies K-328,436 and K-535,052, as of September 1, 1936; that due proof of such disability was made to the Veterans Administration on July 20, 1938, and it was so stipulated by counsel for respective sides at the time of trial; and that this Court has jurisdiction to hear this cause.

to this Court that certain written and documentary evidence is in the possession of said witnesses and may be competent and material evidence in this cause;

IT IS HEREBY ORDERED that the Clerk of this Court issue a subpoena duces tecum requiring the said Rue B. Witt and B. A. Hamilton to appear as witnesses in the above cause before W. P. Smith, United States Commissioner in the Federal Building, Tulsa, Oklahoma, on the 21st day of September, 1939, at 9:00 o'clock A.M., and to bring with them and produce before the said W. P. Smith the following writings, documents and papers; all writings, notes, memoranda, papers, charts and records of the Oklahoma Society for Crippled Children pertaining to the case of Alonzo Burr Whiteley.

DATED this 18th day of September, 1939.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Sep 18 1939
H. P. Warfield, Clerk
U. S. District Court ME

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

D. Schmidt,)
Plaintiff,)
vs.) Civil Action No. 116
Joe T. Parkinson, County Treasurer of)
Tulsa County, Oklahoma, et al.,)
Defendants.)

JOURNAL ENTRY

Be it remembered that on this 18th day of September, 1939, the above entitled action comes on to be heard upon the application by plaintiff for permission to file supplemental complaint. At the same time said action was called up for disposition as provided in the written assignment for the Special March, 1939, Term at Tulsa, Oklahoma. Being fully advised the court finds that said application should be, and the same is hereby sustained and plaintiff is given a period of fifteen (15) days from this date to file said supplemental complaint. All present defendants, and each of them, being given a period of ten (10) days leave in which to plead the same. Said case is hereby stricken from the docket to be reset after the issues involved in said supplemental complaint shall be made up and the plaintiff is hereby permitted to make additional parties defendant as disclosed by his supplemental complaint when filed and the clerk is directed to cause process to issue as to such additional defendants, if any.

F. E. KENNAMER
JUDGE

O.K. SOLON W. SMITH TWYFORD SMITH, Plaintiff.
O.K. Dixie Gilmer, County Attorney
By JOHN F. CONWAY

Assistant County Attorney
Attorney for the defendants, Joe T. Parkinson,
County Treasurer of Tulsa County, Oklahoma; John
H. Miller, Chairman of the Board of County Com-
missions of Tulsa County, Oklahoma, and The Board of
County Commissioners of Tulsa County, Oklahoma.

O.K. EVERETT PETRY, Attorney for C. W. McAllister

ENDORSED: Filed Sep 18, 1939
H. P. Warfield, Clerk
U. S. District Court DC

O.K. Attorney for City of Broken Arrow and
Paul F. Miller
O.K. HUGHEY BAKER
Attorney for Jesse D. Walker
O.K. Z.I.J. HOLT
Guardian Ad Litem Jack McKeehan

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

Consolidated Cement Company, a
Delaware corporation,)
Plaintiff,)
vs.) No. 201 Civil
Builders' Supply Company, a corporation,)
Defendant,)

O R D E R

On application of J. M. Chandler, receiver herein, and for good cause shown, the court finds, orders and directs:

1. That the said J. M. Chandler was appointed receiver for the Builders Supply Company in this court on the 19th day of July, 1939; that he duly qualified as such Receiver and that he is now the duly qualified and acting receiver of that company.
2. That said J. M. Chandler, as receiver of the Builders Supply Company, is hereby authorized to apply to and secure a loan from the Equitable Life Assurance Society of the United States on Policy Number 4,712,797 on the life of James T. Lynch in a sum which shall increase the loan thereon to \$5,864.71, for the purpose of paying the current premium on such policy, it being shown to the court that no additional cash, over the increase of such loan, will be required to pay such current premium.

Dated this 18th day of September, 1939.

F. E. KENNAMER
JUDGE

O.K. R. B. McDERMOTT
Attorney for Builders Supply Company

RECEIPT OF COPY ACKNOWLEDGED

J. M. CHANDLER, Receiver By H. A. Tallman, his atty.

ENDORSED: Filed Sep 18, 1939
H. P. Warfield, Clerk
U. S. District Court H

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

W. G. NELSON and I. R. LEE,)
PLAINTIFFS,)
vs.)
ALLIS-CHALMERS MANUFACTURING COMPANY, A)
CORPORATION, PIONEER STORE OF HOMINY, A)
CORPORATION and ERPLE J. DINKIN,)
Defendants.) NO. C-221

JOURNAL ENTRY

NOW, on this the 18, day of September, A. D. 1939, this cause comes on for hearing on motion of plaintiffs to remand said cause to the District Court of Tulsa County,

SPECIAL MARCH 1939 TERM

TULSA, OKLAHOMA

MONDAY, SEPTEMBER 18, 1939

Oklahoma, and the court after reading the pleadings and hearing argument of counsel, and being otherwise well and sufficiently advised in the premises finds, that the motion is well taken and should be sustained.

IT IS, THEREFORE, BY THE COURT, CONSIDERED, ORDERED AND ADJUDGED that said motion be, and the same is hereby sustained and said cause remanded to the District Court of Tulsa County, Oklahoma, to which ruling of the court the defendants, and each of them, except.

F. E. KENAMER
JUDGE OF THE UNITED STATES COURT

ENDORSED: Filed Sep 19 1939
H. P. Warfield, Clerk
U. S. District Court EA

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

JOHN E. McAFEE, Plaintiff,)
vs.) No. 2684 Law.
PHILLIPS PETROLEUM COMPANY, Defendant.)

ORDER TAXING COSTS

This matter coming regularly on to be heard on this 18th day of September, 1939, on defendant's motion to tax costs, and on plaintiff's motion to strike from the file said defendant's motion to tax costs, the plaintiff being present by his attorney, J. B. Underwood, and the defendant being present by its attorney, Ed. Waite Clark, and the court being fully advised in the matter finds that said motion to tax costs was properly filed, and that the court has jurisdiction to entertain the same, and that said motion to strike the same should be overruled. The court further finds that said motion to tax costs should be sustained insofar as costs accruing in this court are concerned.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff's motion to strike be, and is hereby, overruled. It is further ordered and adjudged that all costs accruing in this court as shown by the records of the Clerk's office be, and the same are hereby, taxed against the plaintiff herein; for which let execution issue.

F. E. KENAMER
JUDGE

ENDORSED: Filed Sep 26 1939
H. P. Warfield, Clerk
U. S. District Court B

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

EAGLE OIL COMPANY, ET AL,)
)
 -vs-) No. 1251 Equity
)
 SINCLAIR PRAIRIE OIL COMPANY)

O R D E R

The originals of plaintiffs Exhibit 4 and of defendants Exhibits 15 and 31, in the above entitled cause, having heretofore been transmitted by order of this court to the Circuit Court of Appeals, and the cause having been finally disposed of on appeal, and said Exhibits having been returned to this court by the clerk of the Circuit Court of Appeals, and are now in the possession of the clerk of this court.

It is ordered that said original exhibits be returned by the clerk to the defendant SINCLAIR PRAIRIE OIL COMPANY, upon its filing a receipt therefor signed by its counsel.

Dated this 18th day of September, 1939.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Sep 18 1939
H. P. Warfield, Clerk
U. S. District Court AC

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

I. E. NELSON, ET AL.,) Plaintiffs,)
))
 vs.) IN EQUITY NO. 1266
))
 SAPULPA GAS COMPANY, ET AL.,) Defendants.)

O R D E R

UPON APPLICATION of John Madden, Jr., owner of first mortgage bonds of Sapulpa Gas Company of Sapulpa, Oklahoma, in principal amount of Three Thousand Dollars (\$3,000.00).

IT IS ORDERED that John Madden, Jr., have ten (10) days from this date in which to file said bonds, with I. E. Nelson, Trustee in Bankruptcy, or with the Clerk of the Court in this cause.

MADE AND ENTERED this 18th day of September, 1939.

F. E. KENNAMER
U. S. D. J.

ENDORSED: Filed Sep 18 1939
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to September 19, 1939

On this 19th day of September, A. D. 1939, the District Court of the United states for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mausy, United States Attorney
John P. Hogan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

MISCELLANEOUS - ADMISSION TO BAR.

Now on this 19th day of September, A. D. 1939, it being made satisfactorily to appear that L. Keith Smith is qualified for admission to the Bar of the Court, the oath prescribed by law is administered and said attorney is declared admitted to the Bar of the Court.

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

Fred W. Seymour, Trustee,	Plaintiff,)	
)	
vs.		)	No. 1277 Equity.
Gilmort Oil Company, a corporation,	Defendant.)	
)	
Producers Pipe & Supply Co.,)	
a corporation, et al,	Intervenors.)	

J U D G M E N T .

Now on this 19 day of September, 1939, came on for hearing, pursuant to regular assignment, the complaint of Fred W. Seymour, Trustee, the intervention and bill of complaint of Producers Pipe and Supply Company, together with all claims, petitions of intervention and cross-petitions filed herein, and the Court being fully advised in the premises finds:

1. That on the 18th day of March, 1938, Fred W. Seymour, Trustee, a resident of the State of New Jersey, filed his complaint in equity against the Gilmort Oil Company, a corporation, organized and existing under and by virtue of the Laws of the State of Oklahoma, and that this court has jurisdiction of said cause, the parties thereto, and the subject matter herein involved.

That on the 24th day of March, 1938, L. L. Wiles and Wilbur Holleman were duly appointed receivers of the said Gilmort Oil Company, and all of its properties and assets within the jurisdiction of this Court, with authority and direction to receive and collect all rents, income, and benefits from the properties and the oil and gas leasehold estates, and to keep accurate and separate accounts of each leasehold estate; and that they duly qualified and have ever since been acting as such Receivers.

2. That on the 21st day of April, 1938, over the objection of certain claimants herein, having at that time the right to receive the proceeds from the oil, gas and casinghead gas produced from the leases hereinafter described, owned wholly or in part by the Gilmort Oil Company and Roland L. Taylor, Trustee, this Court ordered the several pipe line companies taking the said oil, gas and casinghead gas from the aforesaid leases, to pay the proceeds there-

from to the aforesaid Receivers. Said order expressly provided that all the proceeds therefrom, above the necessary operating expenses for the various leases, would be held by the said Receivers and that they should keep separate, individual and itemized accounts showing all the proceeds received, as well as the operating and maintenance expense for each and every lease. Said order further expressly provided that this Court should reserve for future determination the priority of the claim of any person, firm or corporation to the proceeds of the sale of oil, gas, or casinghead gas from the said leases, whether arising from assignment, OIL PAYMENT, OIL SECURITY, lien claim or otherwise.

3. The Court further finds that on the 25th day of April, 1938, the Producers Pipe and Supply Company, with leave of this Court, filed its intervention and bill of complaint seeking to foreclose certain materialmen's liens against various named oil and gas leases, owned wholly or in part by the said defendant, and making all persons claiming any interest of record against any of said leases parties thereto, and that this Court has jurisdiction of said cause, all the parties to said bill of complaint of Producers Pipe & Supply Company and the subject matter thereof. That on the same day the duties of the aforesaid Receivers were extended to include the oil and gas leases and properties included in the intervention and bill of complaint of the Producers Pipe & Supply Company. And, on the 25th day of July, 1938, the Court, by similar orders and to the same effect, extended the receivership for the benefit of cross-petitioners, Iverson Tool Company and Dowell, Incorporated, and, on the 29th day of August, 1938, the Court, by similar order and to the same effect, extended the receivership for the benefit of cross-petitioner, Stephenson-Browne Lumber Company.

4. The Court further finds that notice to the creditors and claimants against the Gilmort Oil Company and the leases herein described, was duly given by publication and by mailing as required by this Court, and by law, and that except as herein provided, no person, firm or corporation, filed any claim or entered any appearance and is therefore in default, and that no person, firm, or corporation, except as herein decreed has any right, title or interest in or to any of the leases or property herein described.

5. That thereafter on the 13th day of September, 1938, pursuant to an order of this court, and separate order as to the intervention and bill of complaint of Producers Pipe & Supply Company and all issues in its foreclosure suit, W. L. Coffey was appointed Special Master, to hear the evidence, make reports, and recommendations as to the determination of all claims, interventions, and cross-complaints, of the parties litigant and parties claimant. Said Special Master, after hearing all the evidence and argument of counsel, filed his report in this cause on the 21st day of March, 1939, containing his findings of fact, conclusions of law, and recommendations as to judgments to be entered herein, and due notice of the filing of the report of said Special Master was served upon all parties to this cause.

6. Various objections to the report and recommendations of said Special Master were filed and served upon all the affected parties. Thereafter, on the 17th day of April, 1939, this cause came on for further hearing, and for action upon the said report and the objections thereto, and said objections being presented to the Court and argument of counsel being heard, the matter was by the Court taken under advisement. On the day first aforesaid, there came regularly on for action, the report of the Special Master and the objections thereto. And, thereupon, after due consideration, it was ORDERED, ADJUDGED and DECREED by this Court that the objections, and each and all of them, and of each and all of the parties filing objections to said report of the Special Master, be and the same are hereby overruled except as is otherwise provided in this judgment, and the special appearance and plea to the jurisdiction of Roland L. Taylor, Trustee, be and the same is hereby overruled. To which action of the Court all parties, and each of them, objected, the Court allowing their exceptions.

7. IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court, and the Court finds, that there is involved in this action various oil mining leases and oil and gas leases, the title to all of which belonged to the defendant, Gilmort Oil Company, except the leases described as the TAYLOR GROUP, in which Roland L. Taylor, Trustee, owned an undivided

30% interest in all of said leases therein described, and Gilmort Oil Company an undivided 70% interest. Each of said leases was designated by the company, by number or name, and by the parties claimant herein, sometimes by number and sometimes by name, as well as sometimes by groups; and that the number or name of, or both, and the description of the land covered by each of said leases, and the leases belonging in each group is as follows:

TAYLOR GROUP

<u>Lease No.</u>	<u>Name, if any</u>	<u>Description</u>
101	UNA JOHNSON	An irregular tract, being about 4 acres, off of the West end of $S\frac{1}{2}$ $SE\frac{1}{4}$ $SW\frac{1}{4}$ of Sec. 8; that part of Lot 8 of Sec. 8 lying South of St. L. & S. F. Ry., being about 20 acres; Lots 9 and 10 of Sec. 7, less R. R. right of way, and less Price Sand Company tract, being about 25 acres, all in Twp. 19 N., R. 12 E.; Lots 1 and 2, less R. R. right of way; $NW\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$, less R. R. right of way; $N\frac{1}{2}$ $NE\frac{1}{4}$ $NW\frac{1}{4}$; $N\frac{1}{2}$ $S\frac{1}{2}$ $NE\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$, being about 54 acres in Sec. 18, Twp. 19 N., R. 12 E.; Lot 5 of Sec. 13, less R. R. right of way, and that part of Lot 6, lying North of St. E. & S. F. Ry., Twp. 19 N., R. 11 E., being about 17 acres of Sec. 13, Twp. 19 N., R. 11 E., containing 120 acres, more or less, Tulsa County, Oklahoma.
107	COVEY	$N\frac{1}{2}$ $NE\frac{1}{4}$ $NE\frac{1}{4}$; $SW\frac{1}{4}$ $NE\frac{1}{4}$ $NE\frac{1}{4}$; $W\frac{1}{2}$ $W\frac{1}{2}$ $SE\frac{1}{4}$ $NE\frac{1}{4}$ $NE\frac{1}{4}$ of Sec. 18 (being about 32.5 acres); $S\frac{1}{2}$ $SW\frac{1}{4}$ $NE\frac{1}{4}$; $S\frac{1}{2}$ $S\frac{1}{2}$ $N\frac{1}{2}$ $SW\frac{1}{4}$ $NE\frac{1}{4}$; $S\frac{1}{2}$ $N\frac{1}{2}$ $S\frac{1}{2}$ $N\frac{1}{2}$ $SW\frac{1}{4}$ $NE\frac{1}{4}$; and $SE\frac{1}{4}$ $NW\frac{1}{4}$ (being about 57.5 acres); and $W\frac{1}{2}$ $SW\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$; and $W\frac{1}{2}$ $E\frac{1}{2}$ $SW\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$ (being about 7.5 acres) of Sec. 18, Twp. 19 N., R. 12 E., containing 107.5 acres, more or less, Tulsa County, Oklahoma.
112	DONALDSON	$SW\frac{1}{4}$ $NW\frac{1}{4}$ Sec. 13; $E\frac{1}{2}$ $SE\frac{1}{4}$ Sec. 14; $E\frac{1}{2}$ $NE\frac{1}{4}$ Sec. 23, all in Twp. 18 N., R. 12 E. Tulsa County, Oklahoma.
113	FRONNIE PARKS "A"	$W\frac{1}{2}$ $NW\frac{1}{4}$ and $SE\frac{1}{4}$ $NW\frac{1}{4}$ and $N\frac{1}{2}$ $SW\frac{1}{4}$ Sec. 24, Twp. 18 N., R. 12 E., Tulsa County, Oklahoma, containing 200 acres.
115	DICK ARCH	$E\frac{1}{2}$ $NW\frac{1}{4}$ of Sec. 13, Twp. 18 N., R. 12 E., Tulsa County, Oklahoma.
116	PARKS "B"	$SE\frac{1}{4}$ $SE\frac{1}{4}$ Sec. 23, and $S\frac{1}{2}$ $SW\frac{1}{4}$ Sec. 24, Twp. 19 N. R. 11 E., containing 120 acres, more or less
118	JEFFERSON	$N\frac{1}{2}$ of $N\frac{1}{2}$ of $SW\frac{1}{4}$ Sec. 13, Twp. 18 N., R. 12 E., Tulsa County, Oklahoma.
		$E\frac{1}{2}$ of $W\frac{1}{2}$ of $NE\frac{1}{4}$; $SE\frac{1}{4}$ of $NE\frac{1}{4}$; and $N\frac{1}{2}$ of $SE\frac{1}{4}$ of Sec. 23, and $SW\frac{1}{4}$ of $NW\frac{1}{4}$ and $NW\frac{1}{4}$ of $SW\frac{1}{4}$ of Sec. 24, all in Twp. 19 N., R. 11 E., Tulsa County, Oklahoma.

152 MAGGIE LONDON

SE $\frac{1}{4}$ of Sec. 13, Twp. 19 N. R. 11 E., Tulsa County, Oklahoma.

SEYMOUR GROUP

Lease No.

Name, If Any

Description

105

SE $\frac{1}{4}$ Sec. 23, Twp. 20, R. 11 E., Osage County, Oklahoma.

117

SE $\frac{1}{4}$ Sec. 2, Twp. 20 N., R. 10 E., of Indian Base Meridian in Osage County, Oklahoma.

120

SW $\frac{1}{4}$ Sec. 11, Twp. 20 N., R. 11 E., Osage County, Oklahoma.

121

NE $\frac{1}{4}$ Sec. 15, Twp. 20 N., R. 11 E., of the Indian Base Meridian, Osage County, Oklahoma.

132

"P"

A tract of land containing 160 acres more or less beginning at the tenth mile corner of the south boundary line of the Osage Nation; thence East along said south boundary line a distance of 2640 feet; thence north at right angles to said boundary line a distance of 2640 feet; thence West parallel to said south boundary line a distance of 2640 feet; thence south at right angles to the south boundary line a distance of 2640 feet to the point of beginning located in Sec. 31, Twp. 20 N., R. 11 E., in Osage County, Oklahoma.

133

"O"

Beginning at the ninth mile corner on the South boundary line of the Osage Nation; thence West along the South boundary line a distance of 2640 feet; thence North at right angles to said South boundary line a distance of 2640 feet; thence East parallel to said South boundary line a distance of 2640 feet; thence South at right angles to said South boundary line a distance of 2640 feet the point of beginning, all in Sec. 31, Twp. 20 N., R. 11 E., Osage County, Oklahoma.

134

"N"

SW $\frac{1}{4}$ Sec. 32, Twp. 20 N., R. 11 E., Osage County, Oklahoma.

135

Lula White

NE 9.94 acres of Lot 3, Sec. 5, Twp. 19 N., R. 11 E., Tulsa County, Oklahoma.

137

E. B. Rabey

SW $\frac{1}{4}$ of Sec. 6, Twp. 19 N., R. 12 E., Tulsa County, Oklahoma.

138	J. Bruner	W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 6, Twp. 19 N., R. 12 E., Tulsa County, Oklahoma.
139	L. Brown	S $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 5, Twp. 19 N. R. 12 E., Tulsa County, Oklahoma.
142		NE $\frac{1}{4}$ Sec. 5; Twp. 20 N., R. 11 E., Osage County, Oklahoma.
144		SE $\frac{1}{4}$ Sec. 21, Twp. 20 N., R. 11 E., Osage County, Oklahoma.
150		Fractional part of NW $\frac{1}{4}$ Sec. 31, Twp. 20 N., R. 11 E., of the Indian Base and Meridian, in Osage County, Oklahoma.
151	Richard Mayberry	S $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 5, Twp. 19 N., R. 11 E., Tulsa County, Oklahoma.
184		NW $\frac{1}{4}$ Sec. 29, Twp. 20 N., R. 11 E., Osage County, Oklahoma.

GENERAL GROUP

<u>Lease No.</u>	<u>Name, If Any</u>	<u>Description</u>
156	Suthie Bell	W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$; all of Lot 4; SW $\frac{1}{4}$ NW $\frac{1}{4}$; Lot 5, less 6.16 acres RR right of way; W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ less 1.93 acres RR right of way; W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; Lot 8, less 5.43 acres RR right of way, Sec. 5, Twp. 19 N., R. 11 E., Tulsa County, Oklahoma.
159	C. Mitchell	N $\frac{1}{2}$ SE $\frac{1}{4}$, Lots 6 and 7, and E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 5, and Lot 1-- NE $\frac{1}{4}$ Sec. 8, Twp. 19 N., R. 11 E., Tulsa County, Oklahoma.

That hereafter in this decree, the leases will sometimes be referred to by number or name, or both, as well as by group.

8. IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the following named persons, firms and corporations, have and recover judgment against the defendant, Gilmore Oil Company for the amount, interest, included, and attorney's fees, as follows:

1. H. F. Aby, for \$736.45.
2. Adams Union Truck Terminal, for \$6.46
3. Aero Exploration Company, for \$160.00
4. Ambassador Hotel, for \$237.15.
5. American Steel Derrick Co., for \$477.32.
6. American Welding & Tool Works, for \$565.12.
7. Antrim Lumber Company, for \$24.33.
8. Arkansas River Sand Company, for \$35.95.
9. Atlas Supply Company, for \$15.05.
10. Bettinger Drilling Company, a corporation, for \$897.15, and for the further sum of \$75.00 as attorney's fees.

11. G. C. Bowman, for \$36.45.
12. W. W. Brimmer, for \$63.86.
13. Roger A. Brown, for \$1,540.00.
14. W. C. Bunn, for \$68.60.
15. C. F. Camp Company, for \$215.70.
16. P. N. Charbonnet, for \$600.00.
17. Clau's Collier Chevrolet Company, for \$91.53.
18. Commerce Clearing House, Inc. for \$28.00.
19. T. H. Conroy, for \$25.40.
20. Consumers Ice Company, for \$15.30.
21. W. G. Cotner, for \$22.62.
22. Ralph E. Davis, Inc., for \$2,000.00.
23. Dehydron Company, for \$64.95.
24. E. J. Doerner & Floyd Rheam, for \$1,150.00.
25. Dowell, Incorporated, for \$1,669.21, plus \$299.12, and for the further sum of \$125.00 as attorney's fees.
26. Downs-Randolph Company, for \$71.25.
27. DuBois Machinery & Manufacturing Company, for \$7.00.
28. A. S. Dunnington Machinery, for \$11.22.
29. Electric Supply Company, for \$18.23.
30. W. B. Epperson, for \$322.20.
31. F. & S. Auto Parts, Inc., for \$5.61.
32. First National Bank & Trust Company of Tulsa, for \$2,676.60.
33. First National Bank & Trust Company of Tulsa, Oklahoma, as Trustee, for \$500.00, and for the further sum of \$500.00 as attorney's fees.
34. Doyle Fletcher, for \$70.00.
35. Gates Hardware Co., for \$31.45.
36. H. B. Genter, for \$520.00.
37. Goodyear Tire & Rubber Company, for \$34.41.
38. Graybar Electric Co., Inc., for \$13.50.
39. Charles Greber, for \$93.92.
40. Guaranty Abstract Company, for \$8.50.
41. Halliburton Oil Well Cementing Company, for \$4,500.00, and for the further sum of \$300.00 attorney's fees.
42. Mary K. Halpine, for \$1,159.89.
43. Fred L. Hammack, for \$241.87, with an attorney's fee of \$35.00.
44. Haynes Auto Supply Co., for \$63.51.
45. E. A. Hollis and L. A. Bonnell, co-partners doing business as E. A. Hollis & Company, for \$2,307.50, and for the further sum of \$200.00.
46. Ted Hoss, for \$187.50.
47. Hunsecker & Company, for \$9.60.
48. John Hutton, for \$33.11.
49. Iverson Tool Company, for \$13,200.92, and for the further sum of \$1,000.00, as attorney's fees.
50. W.D. Jarrett, for \$1,117.28.
51. Paul Kelley, for \$56.22.
52. J. W. Keeney and Jack Lunnon, jointly, for the sum of \$1,670.00, and for the further sum of \$75.00 as attorney's fees.
53. Kennedy Building, for \$609.00.
54. Carroll W. Knowles, for \$4,979.43.
55. Lane-Wells Company, for \$168.94.
56. Larkin Torpedo Company, for \$703.51, and for the further sum of \$50.00 as attorney's fees.
57. Milton Lee, Assignee of Bill Gearhart, for \$63.77.
58. Milton Lee, Assignee of W. L. Jordan, for \$296.24.
59. Leland Equipment Company, for \$26.63.
60. Fred Lozier, for \$45.60.

61. C. W. Mandler, for \$5,429.99.
62. Massachusetts Life Ins. Co. for \$151.70 and for the further sum of \$25.00 as attorney's fees.
63. McKissick Products Corp., for \$66.30.
64. J. D. McQuillen, for \$99.59.
65. Mid-Continent Map Company, for \$10.20.
66. Mid-West Printing Company, for \$116.61.
67. Minchall & Lowery, for \$912.61.
68. Motor Inn Garage, for \$25.42.
69. Motor Oil Company, for \$257.98.
70. A. H. Neilson, for \$245.00.
71. Nichols Casing Crew, for \$147.50.
72. W. C. Norris, Inc., for \$1,914.50.
73. Walter O'Bannon Company, for \$233.76.
74. O. K. Engine & Equipment Co., for \$15.00.
75. O. K. Mach. & Mfg. Company, for \$137.01.
76. Okla. Mach. & Welding Co., for \$169.81.
77. Okla. Natural Gas Co., for \$143.07.
78. Okla. Power & Water Company, for \$1,821.25, and for the further sum of \$150.00 as attorney's fees.
79. Oliver Davis Oil Company, for \$298.35.
80. Palace Office Supply Company, for \$77.76.
81. Pioneer Abstract Company, for \$4.00.
82. Pioneer Corporation, for \$358.15.
83. Pioneer Petroleum Co., for \$200.00.
84. Producers Pipe & Supply Co., for \$23,278.48 and for the further sum of \$2,500.00 as attorney's fees.
85. Progressive Brass Mfg. Co., for \$8.16.
86. Remington-Rand, Inc., for \$85.61.
87. Floyd L. Rheam, for \$650.00.
88. Richardson Truck Corp., for \$35.00.
89. Robinson Packer Company, for \$617.00.
90. M. A. Roop, for \$19.00.
91. Sand Springs Home, for \$17.65.
92. Sand Springs Home Interests, for \$300.00.
93. Sand Springs Plumbing & Electric Co., for \$5.71.
94. Sand Springs State Bank, for \$672.95.
95. Scott Rice Co., for \$6.99.
96. Severin Tire & Supply Co., for \$81.03.
97. Fred W. Seymour, Trustee, for \$2,500.00.
98. Fred W. Seymour, an individual, for \$12,500.00.
99. C. M. Sheldon, for \$9,204.31.
100. O. H. Sheldon, for \$1,051.15.
101. W. W. Sheldon, for \$8,201.15.
102. Sheridan Oil Company, for \$3,300.00.
103. Skelly Oil Company, for \$459.32.
104. S. W. Bell Telephone Co., for \$78.81.
105. State of Oklahoma, Dept. of Labor, for \$755.12.
106. Stephenson-Browne Lumber Company, for \$1,918.08, and for the further sum of \$150.00 as attorney's fees.
107. Stroud Motor Company, for \$14.21.
108. Sunset Filling Station, for \$121.30.
109. Roland L. Taylor, an individual, for \$24,170.00, and for the further sum of \$2,417.00 as attorney's fees.
110. Traders and General Insurance Company, for \$1,325.94.

- 111. The Tretolite Co., for \$493.79.
- 112. Triangle Blue Print & Supply Co., for \$75.98.
- 113. Tulsa Abstract and Title Co., for \$125.09.
- 114. Tulsa Auto Springs Co., for \$13.56.
- 115. Tulsa Body Works, for \$37.80.
- 116. Tulsa Camera Record Co., for \$76.87.
- 117. Tulsa Iron & Metal Corp., for \$25.50.
- 118. Tulsa Rubber Products Co., for \$10.00.
- 119. Tulsa Rubber Stamp Co., for \$1.12.
- 120. Tulsa Tubular Products Co., for \$14.87.
- 121. Tulsa Typewriter Co., for \$5.00.
- 122. Underwood-Elliott-Fisher Company, for \$96.90.
- 123. Union Hardware Co., for \$29.71.
- 124. United States of America, for \$1,572.07.
- 125. Vaughn Hdw. & Lbr. Co., for \$5.55.
- 126. Ward Chemical Sales Co., for \$7.35.
- 127. Sam W. Wells, for \$643.25.
- 128. Western Union Telegraph Co., for \$81.58.
- 129. Whitten & Wilcox, for \$99.80.
- 130. Yellow Drivurself System, for \$463.75.

9. IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY the Court that the following named persons have and recover judgment of and from said defendant, Gilmort Oil Company, for work and labor performed for Gilmort Oil Company within four months prior to March 24th, 1938, the sums placed opposite their names:

<u>NAME</u>		<u>AMOUNT</u>
J. F. ALLISON	for the sum of	\$ 660.13
C. C. ARMSTRONG	for the sum of	55.00
P. M. BAKER	for the sum of	376.62
ANDY BEASLEY	for the sum of	365.78
E. J. BRIMMER	for the sum of	334.22
E. P. BRIMMER	for the sum of	120.34
W. W. BRIMMER	for the sum of	111.41
H. H. BROWN	for the sum of	163.95
E. L. CHESNEY	for the sum of	97.25
T. H. CONROY	for the sum of	734.92
I. W. CRABTREE	for the sum of	10.02
H. H. DOWELL	for the sum of	414.60
EATON TOURIST CAFE	for the sum of	44.00
(Assignment of John Hutton)		
DAVID EDGAR	for the sum of	196.41
DEWEY EDGAR	for the sum of	172.08
JOE FLETCHER	for the sum of	449.41
SAM GRANT	for the sum of	19.30
GREER GROCERY	for the sum of	59.45
(Assignment of Bill Cates)		
G. H. GRUNDISH	for the sum of	69.50
J. B. HESTER	for the sum of	131.70
NED HOSS	for the sum of	713.03
RAY HUMPHREY	for the sum of	265.29
JOHN HUTTON	for the sum of	143.11
CARL JOHNSON	for the sum of	134.24
FRED KENNETT	for the sum of	349.55
GEORGE LAWSON	for the sum of	297.59
MILTON LEE (Assignment of Bill Gearhart)	for the sum of	150.48

FRED LOZIER	for the sum of	409.95
H. R. MAPLES	for the sum of	399.55
O. B. MARRS	for the sum of	402.00
WALTER McINTIRE	for the sum of	338.55
L. S. McKEE	for the sum of	1,058.10
JAMES MONTGOMERY	for the sum of	325.21
ROSS O'BANNON	for the sum of	65.83
SI PERKINS	for the sum of	140.00
JAMES B. RALON	for the sum of	265.51
SID RAINER	for the sum of	89.98
J. D. RICHARDSON	for the sum of	17.32
W. E. ROACH	for the sum of	458.86
LEOTA ROWDEN	for the sum of	128.70
MAYNARD SANDERS	for the sum of	398.35
RUTH SCOTT	for the sum of	174.08
LEE R. SMITH	for the sum of	364.22
L. B. SNEED (Assignment of R. R. Grandin)	for the sum of	202.64
LAWRENCE STEWART	for the sum of	613.54
G. H. STRAIN	for the sum of	400.15
ROY STRAIN	for the sum of	385.55
S. B. THOMAS	for the sum of	210.49
TRADERS AND GENERAL INSURANCE Company	for the sum of	1,135.42
C. E. WADSWORTH	for the sum of	45.22
H. L. WALKER	for the sum of	125.96
SAM W. WELLS	for the sum of	1,188.00
A. L. WILLIAMSON	for the sum of	305.50
H. C. WYCHE	for the sum of	247.43
C. E. YEARY	for the sum of	391.32
AND AS ATTORNEY'S FEES FOR REPRESENTING ONE OR MORE OF THE ABOVE PERSONS:		
1. Powell Clayton & G. G. Hilford	for the sum of	\$ 35.00
2. Cook & Cook	for the sum of	25.00
4. Quinn M. Dickason	for the sum of	60.00
5. Memminger & Clark	for the sum of	50.00
6. W. S. Meyers	for the sum of	15.00
7. Ownby & Warren	for the sum of	35.00
8. Paul Pinkerton	for the sum of	200.00
9. R. J. Woolsey	for the sum of	35.00

and the above laborers, and each of them, together with their attorneys, as aforesaid, have a preferential and prior claim and lien upon all the assets of Gilmort Oil Company, to-wit: Seventy (70%) per cent interest in all the leases described under and included in the TAYLOR GROUP and the entire interest in and to the leases described under and included in both the SEYMOUR GROUP and GENERAL GROUP, together with any and all other property, real or personal, tangible or intangible, belonging to Gilmort Oil Company, subject only to costs herein and of administration and to the liens herein decreed to the United States of America and to the State of Oklahoma, the last to the limit stated; that said liens of the above named persons shall be and are hereby decreed to be of equal rank. The persons in this paragraph decreed may be referred to herein as LABORERS and the lien given them as LABOR LIENS.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the LABORERS hereinabove named, together with their attorney's fees, be paid forthwith, out of the funds now held by the Receivers.

IT IS FURTHER ORDERED that the persons, firms, or corporations entitled to the funds now in the hands of the Receivers used to pay said LABORERS ARE BY THIS JUDGMENT subrogated to the rights of the LABORERS for their LABOR LIENS against the assets of the Gilmort Oil Company

until the amount so diverted from each lease has been repaid in full.

10. The term "OIL PAYMENT" as used herein shall pertain to the rights reserved by the Sand Springs Home under their VENDOR LIEN, (as described in paragraph #), and Dexco, Inc., to receive the oil, gas or casinghead gas, or the proceeds therefrom, in the proportion and to the extent, as herein decreed, from the various oil and gas leases in which said parties have an interest, which rights of such parties shall run with such leases respectively, and Gilmort Oil Company, its assigns, purchasers, or the assigns, or purchasers under an order of this Court shall be obligated, so long as oil, gas and casinghead gas can be produced in paying quantities to operate said leases, free of operating expense to the holders of such OIL PAYMENT, until paid, provided however, that such OIL PAYMENT, of itself, shall not constitute or be a lien against any oil and gas lease, or the property and equipment thereon.

11. The term "OIL SECURITY" as used herein shall pertain to the right to be paid from the proceeds of the oil, gas and casinghead gas in the proportion and to the extent as herein decreed, from the various oil and gas leases in which the following parties have an interest:

Roland L. Taylor, Trustee,
Roland L. Taylor, an individual,
The First National Bank & Trust Co., of Tulsa, Trustee,
The First National Bank & Trust Co., of Tulsa, in its individual capacity,
Fred W. Seymour, Trustee,
National Tank Company,
C. A. Vose,

which rights of the aforesaid parties shall run with such leases respectively and Gilmort Oil Company, its assigns, purchasers, or the assigns or purchasers under an order of this Court shall be obligated, so long as oil, gas and casinghead gas can be produced in paying quantities, to operate said leases, free of operating expenses to the holders of such OIL SECURITY, until paid, provided however, that such OIL SECURITY, of itself, shall not constitute or be a lien against any oil and gas lease, or the property and equipment thereon.

The rank and priority of all the above named persons, firms or corporations shall be determined as hereinafter decreed in the portions dealing with the specific leases.

12. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Roland L. Taylor, Trustee, under seven separate deeds, each dated October 10, 1933, and each being for one of his grandchildren (and hereafter in this decree where the name of Roland L. Taylor, Trustee, appears, it shall be deemed to mean the Roland L. Taylor, Trustee, as aforesaid) is the owner of an undivided 30% interest in the TAYLOR GROUP of leases, and a mining partner with the Gilmort Oil Company in said TAYLOR GROUP of leases..

The Court finds that no personal service was had upon the said Roland L. Taylor, Trustee in this cause, within the State of Oklahoma, but that he has filed a claim with the Receivers herein in his capacity as Trustee, and offered proof in support of said claim in the hearing before the Special Master; that he was represented by counsel in the proceedings hereunder, and that said counsel interposed certain objections to said proceedings hereunder from time to time, and entered exceptions to certain rulings made by said Special Master, but that counsel at all times insisted that his appearance was special and not for the purpose of invoking the general jurisdiction of the Court hereunder; that by virtue of having filed a claim herein and having offered proof in support thereof at the hearing before the Special Master, and having otherwise participated in the hearings and having interposed objections and exceptions to the proceedings, thereby submitted himself to the general jurisdiction of the Court.

SPECIAL MARCH 1939 TERM

TULSA, OKLAHOMA

TUESDAY, SEPTEMBER 19, 1939

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following named persons, firms and corporations have and recover judgment against Roland L. Taylor, Trustee, (but not against him individually or in any other capacity) for that portion of the judgments hereinbefore decree to them, for the amount, and attorney's fees as follows:

- a. Producers Pipe & Supply Company, for \$13,387.44, and the further sum of \$1,819.69 as attorney's fee.
- b. Stephenson-Browne Lumber Company, for \$1,444.97, and the further sum of \$200.00 as attorney's fee.
- c. Iverson Tool Company, for \$2,713.37, and the further sum of \$300.00 as attorney's fee.
- d. Halliburton Oil Well Cementing Company, for \$4,500.00, and the further sum of \$300.00 as attorney's fee.

and that to secure said judgments or part thereof, liens are granted against the undivided 30% interest, as hereinafter set out, with reference to each specific lease.

13. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Roland L. Taylor, Trustee, as aforesaid, have, and he is hereby adjudged and decreed the right to receive a full forty-five per cent (45%) of all the oil, gas and casinghead gas produced from the TAYLOR GROUP of leases, out of the seventy per cent (70%) owned by Gilmort Oil Company, until the amount of \$52,162.09 with interest at the rate of six per cent (6%) per annum from February 15th, 1937, has been received by him. The above right to receive said oil may sometimes hereinafter be referred to as "45% OIL SECURITY", and in addition, Roland L. Taylor, Trustee, is decreed to have the right to receive five per cent (5%) of the total oil produced since October 1, 1937, from the leases described under and included in the SEYMOUR GROUP, to further secure the payment of the sum aforesaid, \$52,162.09, with interest. This right of Roland L. Taylor, Trustee, may sometimes be referred to as "5% OIL SECURITY." The rights under this numbered paragraph decreed to Roland L. Taylor, Trustee, shall have such rank and priority as is decreed in the hereinafter portion of the decree, with reference to each of the specific leases, except that this 5% OIL SECURITY, insofar as the hereinafter designated JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY are concerned, shall at all times be superior as to them, notwithstanding its rank in the portion of this decree dealing with each of the specific leases, subject only to the hereinafter designated "RIGHTS OF SEYMOUR."

14. IT IS FURTHER DECREED that, in the event, Roland L. Taylor, Trustee, pays said judgments hereinabove described, or any of them, or that any oil proceeds due him are used to pay the same or that by reason of any lien decreed against his 30% interest in the TAYLOR GROUP of leases, or the necessity of paying operating expenses, any portion of the oil, or the proceeds therefrom are diverted from him, then said Roland L. Taylor, Trustee, shall be subrogated to the rights of said lien or judgment holder, affecting said diversion, for the amount so diverted as against Gilmort Oil Company, and all unsecured creditors.

15. IT IS FURTHER DECREED That to secure the judgment for the sum of \$24,170.00 decreed to Roland L. Taylor, an individual, with an attorney's fee of \$2,417.00, the said Roland L. Taylor, an individual, has a valid and subsisting mortgage lien to the extent of an undivided seventy per cent (70%) therein upon the following oil and gas leases:

Lease No. 118, known as the Jefferson lease, described and to the extent as follows:

$E\frac{1}{2}$ of $E\frac{1}{2}$ of $W\frac{1}{2}$ of $NE\frac{1}{4}$ and $N\frac{1}{2}$ of $SE\frac{1}{4}$ of 23, and $SW\frac{1}{4}$ of $NW\frac{1}{4}$ and $NW\frac{1}{4}$ of $SW\frac{1}{4}$ of Section 24, all in Township 19 N., Range 11 East, Tulsa County, Oklahoma.

Lease No. 152, known as Maggie London lease, and described as follows:

SW $\frac{1}{4}$ of Section 13, Township 19 North, Range 11 East,
Tulsa County, Oklahoma,

and the personal property, equipment, casing, tools thereon, from April 19, 1937, and IT IS DECREED that the said Roland L. Taylor, an individual, has as further security in the nature of a pledge, seventy per cent (70%) of the oil and gas produced from the lessee's working interest in said lease since June 20, 1938, by virtue of the provisions in said mortgage, and this right to receive this percentage of the production is decreed to give unto Roland L. Taylor, an individual, all the rights of a holder of an OIL SECURITY as that term and expression is used in this decree, subject to prior existing rights, as set forth with respect to the specific leases.

16. IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the Sand Springs Home has a VENDOR'S LIEN upon, and has reserved the right to receive oil, gas and casinghead gas, free of operating costs, from all the leases described under and included in the SEYMOUR GROUP of leases, the oil and gas equipment thereon, and all personal property located thereon, to the following extent and for the following amounts:

Upon a full 20% in all thereof and a right to receive 20% of the oil, gas and casinghead gas, from the gross production, free of operating costs and expenses, until there has been paid to it from said production the sum of \$42,773.71; and thereafter upon a full 20% in all thereof, and a right to receive 15% of said production until there has been paid to it from said production the sum of \$20,000.00; and thereafter upon a full 20% in all thereof and a right to receive 10% of said production until there has been paid to it from said production the sum of \$30,000.00.

This lien and right of the Sand Springs Home will sometimes hereinafter be referred to in treating each of the specific leases as VENDOR'S LIEN, and wherever said expression occurs, it shall be deemed to accord to Sand Springs Home, with reference to the lease being dealt with, all of the rights in this paragraph decreed.

17. The Court further finds that Fred W. Seymour, Trustee, loaned or advanced the Gilmort Oil Company, the sum of \$150,000.00, pursuant to an executed obligation in writing, under the terms of which, the Gilmort Oil Company was to repay the said sum with interest in accordance with the terms of a written contract between these parties, dated September 21, 1937, and an amendatory agreement thereto. In accordance with the terms of said contract and amendatory agreement Gilmort Oil Company assigned and transferred all the oil, gas and casinghead gas, produced or to be produced from the SEYMOUR GROUP of leases, (subject to the prior VENDOR'S LIEN of the Sand Springs Home), to the First National Bank and Trust Company, as trustee, under an executed Trust Agreement, giving the said Bank, as trustee, sole authority to collect and receive all proceeds from the purchasers of said oil, gas and casinghead gas, until Fred W. Seymour, Trustee, has been repaid in full. It was further provided that the First National Bank and Trust Company, as trustee, from the proceeds of the oil, gas, and casinghead gas, should first pay Fred W. Seymour, Trustee, until \$150,000.00 with interest thereon had been repaid, the proceeds from one-eighth of the oil, gas and casinghead gas produced from said leases until October 1, 1938, and thereafter one-fourth of the proceeds from said oil, gas and casinghead gas; provided further that in the event the proceeds from one-eighth or one-fourth of the said oil, gas and casinghead gas, as the case may be, should be less than a sum computed as equal to the proceeds from the sale of one hundred barrels of thirty-seven degree gravity oil per day, free of the costs of production, at the price currently posted, (without deduction for any royalty or taxes), said Bank, as Trustee, should pay to Fred W. Seymour, Trustee, said last mentioned sum,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that Gilmort Oil Company is

obligated and charged with the repayment to Fred W. Seymour, Trustee, the sum of \$138,942.65; that said Fred W. Seymour, Trustee, has as security for the repayment of the said sum, all the proceeds from the oil, gas and casinghead gas produced from the SEYMOUR GROUP of leases, free of the costs of production, subject to the prior VENDORS LIEN of the Sand Springs Home; and that said security is in the nature of a pledge of the said oil; gas and casinghead gas, which runs with the SEYMOUR GROUP of leasehold estates until the repayment of \$138,942.65, and the said leases are impressed with the obligation of producing the oil, gas and casinghead gas free of operating costs, but the same does not constitute a lien against the leases, the equipment or property thereon.

The Court further finds that as further consideration for the said loan or advancement, the Gilmort Oil Company on the 4th day of October, 1937, assigned to Fred W. Seymour, Trustee, its twenty-five per cent interest (25%) in the proceeds from the oil, gas and casinghead gas produced from the TAYLOR GROUP of leases, to the extent that may have been necessary to maintain an average daily net production of one hundred fifty barrels of oil from the SEYMOUR GROUP, the production from which was assigned to the First National Bank and Trust Company, as Trustee, for a period of three years from October 1, 1937; and that as further consideration for the loan or advancement Gilmort Oil Company assigned to Fred W. Seymour, Trustee, all its right and interest in and to a certain agreement, dated June 25, 1937, between Roland L. Taylor, Trustee, and the Gilmort Oil Company, under the terms of which the said Roland L. Taylor, Trustee, gave the Gilmort Oil Company, for a period of three years, the right to use as much of the oil from the seventy-five per cent interest of Roland L. Taylor, Trustee, in and to the oil produced from the TAYLOR GROUP of leases as would be necessary to make up the aforesaid minimum average net production of 150 barrels per day, from the SEYMOUR GROUP, as aforesaid.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That in the event the oil produced from the SEYMOUR GROUP of leases, fails to maintain an average daily net production of one hundred fifty barrels, then Fred W. Seymour, Trustee, shall have as an additional security in the nature of a pledge, which shall run with the leasehold estates, as aforesaid, the right to apply as much of the oil produced from the TAYLOR GROUP of leases, to the extent that it may be necessary to maintain from October 1, 1937 to October 1, 1940, a minimum average net production of one hundred fifty barrels per day from the SEYMOUR GROUP of leases, in the following order:

First. The entire twenty-five per cent (25%) interest of the Gilmort Oil Company in the oil produced from the TAYLOR GROUP of leases, subject to any and all prior acquired rights.

Second. Provided the required minimum average daily net production of one hundred fifty barrels, has not been fulfilled after applying the entire twenty-five per cent (25%) interest of the Gilmort Oil Company, then as much of the seventy-five per cent (75%) interest of Roland L. Taylor, Trustee, in and to the oil produced from the TAYLOR GROUP of leases, as is needed to fulfill the aforesaid requirement, subject to any and all prior acquired rights.

It is further DECREED that the Fred W. Seymour, Trustee, have no right, title or interest in the production from an undivided one-half interest in lease 184, being the Northwest Quarter of Section 29, Township 20 North, Range 11 East, Osage County, Oklahoma, because of a certain release executed by him on January 12, 1938, provided however, that this undivided one-half interest, which was released shall be impressed with the costs of producing the entire lease.

It is further DECREED that the First National Bank and Trust Company, in its individual capacity is subrogated, to the extent of \$1,528.00 (the amount remaining due on a note and mortgage duly executed by the Gilmort Oil Company), to all the rights of Fred W. Seymour, Trustee, as set out in this numbered paragraph, by reason of a subordination agreement to this extent, between Fred W. Seymour, Trustee, and the aforesaid Bank, in its individual capacity.

The following persons, firms, and corporations, shall participate in the funds received by the First National Bank and Trust Company, as Trustee, hereunder to the extent and in the order as follows, to-wit:

- (1) The First National Bank and Trust Company of Tulsa, in its individual capacity for \$1,528.00.
- (2) The First National Bank and Trust Company of Tulsa, as Trustee, for \$1,000.00.
- (3) Fred W. Seymour, Trustee, for \$138,942.65.
- (4) National Tank Company, for \$900.00, and \$100.00 as attorney's fees.
- (5) The First National Bank and Trust Company of Tulsa, in its individual capacity, for \$1,148.60.

The parties last above named will sometimes herein be referred to collectively as JOINT OIL SECURITY HOLDERS, and their rights as hereinabove set out to receive the proceeds of the oil, gas and casinghead gas, paid to the First National Bank and Trust Company, as trustee, as JOINT OIL SECURITY and shall be subject to such rank and priority with reference to liens and the claims of other parties as is hereinafter decreed as to each of the specific leases.

18. It is further DECREED, that if the oil produced from the SEYMOUR GROUP of leases, plus twenty-five per cent (25%) of the oil produced from the TAYLOR GROUP of leases, does not equal an average net production of one hundred fifty barrels of oil per day, from October 1, 1937 to October 1, 1940, then and in that event, as much of the oil as is necessary to make up any deficiency under one hundred fifty barrels net daily average, shall be used from the seventy-five per cent (75%) interest of Roland L. Taylor, Trustee, in and to the oil produced from the TAYLOR GROUP of leases, provided however, that the right given in this paragraph insofar as it effects the interest of Roland L. Taylor, Trustee, shall extend to and be used only for the benefit of the First National Bank and Trust Company, in its individual capacity, to the extent of \$1,528.00 and Fred W. Seymour, Trustee, to the extent of \$137,414.65, and to them alone, and further that they nor any other party shall have any right whatsoever because of the agreement dated June 25, 1937 between Roland L. Taylor, Trustee, and the Gilmort Oil Company, to any oil produced after October 1, 1940, from the interest of the said Roland L. Taylor, Trustee.

It is further DECREED that the 5% OIL SECURITY of Roland L. Taylor, Trustee, from October 4, 1937, is superior and senior to the JOINT OIL SECURITY, herein decreed to the JOINT OIL SECURITY HOLDERS, subject only to the rights in this numbered paragraph decreed in favor of the First National Bank and Trust Company in its individual capacity and Fred W. Seymour, Trustee, from October 1, 1937 until October 1, 1940.

The rights in this numbered paragraph decreed to the First National Bank and Trust Company in its individual capacity and Fred W. Seymour, Trustee, as against Roland L. Taylor, Trustee, may sometimes hereinafter be referred to as RIGHTS OF SEYMOUR, which shall be subject to such rank and priority with reference to liens and claims of other parties, as is hereinafter decreed as to each of the specific leases.

19. IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Iverson Tool Company, does have and is hereby decreed and adjudged to have, a valid and subsisting unit or blanket lien, as security for \$6,154.91, with an attorney's fee of \$1,000.00 extending to and covering all of the oil and gas leases to which Iverson Tool Company furnished material and supplies in its unit development program and in connection with the development and operation of said leases.

IT IS FURTHER DECREED by the Court that said unit or blanket lien shall and is hereby adjudged to extend only to those leases to which Iverson Tool Company furnished material or supplies, but as to them, said unit or blanket lien shall cover not only the leasehold interest of the Gilmort Oil Company, but the interest of Roland L. Taylor, Trustee, in the TAYLOR GROUP of leases, to which Iverson Tool Company furnished materials, and all buildings, appurtenance

materials, supplies and every kind or character of personal property delivered to and used upon said leases, or any of them, and upon the oil wells, tools, buildings and other equipment used in digging, drilling, torpedoing, operating, completing or repairing any of the oil and gas wells on said leases, the oil wells themselves and all other personal property and equipment used in connection with the development and operation of said leases, or any of them, including the pipe and casing used thereon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that for the purpose of protecting other lien claimants who furnished material for the development and operation of one or more of said leases, and less than the full number to which Iverson Tool Company furnished material, Iverson Tool Company shall prorate with the other lien claimants of equal rank and priority in the amount, with attorney's fees, as specified under each separate lease described in this decree for the material and supplies used for the development and operation of said leases upon the basis of materials actually furnished to said lease by Iverson Tool Company, and when all such claims have been paid in full then Iverson Tool Company shall be permitted to satisfy the unpaid balance of its blanket or unit lien out of any further production or proceeds of sale of any or all of said leases, subject, however, to the decree of this Court where it is found and adjudged that other liens or rights upon the property or the oil, gas and casinghead gas therefrom, exist which are prior and superior to the unpaid balance of Iverson Tool Company.

Nothing in this numbered paragraph shall be deemed to militate against the rights of the Sand Springs Home for its VENDOR'S LIEN, or against the proceeds from the oil and gas due the JOINT OIL SECURITY HOLDERS, or Roland L. Taylor, Trustee, for his 5% OIL SECURITY or Roland L. Taylor, an individual. The rank and priority as between Iverson Tool Company and the said Sand Springs Home, and the holders of OIL PAYMENTS and OIL SECURITIES shall be as is decreed in the portion of this decree which treats with each specific lease, and nothing in this numbered paragraph shall be deemed to give unto Iverson Tool Company, the right to any lien except for the amount stated under each specific lease, as against that specific lease, superior to any other lien or right created against such lease, that is to say, except as against Roland L. Taylor, Trustee, as to his interest in and so all the sums due him from the TAYLOR GROUP of leases, the Gilmort Oil Company, and all unsecured judgment creditors, the unit or blanket lien, herein decreed shall NOT entitle the Iverson Tool Company to collect any sum remaining unpaid on any one lease, from any other lease, until all the lien or preferential claimants against the latter lease have been satisfied in full.

20. The Court further finds that Massachusetts Mutual Life Insurance Company holds a chattel mortgage on certain office equipment belonging to Gilmort Oil Company, to secure an obligation of \$151.70, and said company is entitled to judgment against Gilmort Oil Company in said sum, together with an attorney's fee of \$25.00, and is entitled to a decree of foreclosure, foreclosing its chattel mortgage on the personal property and equipment described in its claim, subject however, to the cost of administration, GOVERNMENT, for their TAX LIENS and LABORERS for their LABOR LIENS.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said chattel mortgage be foreclosed, the personal property sold, as provided by law, and the proceeds therefrom applied as follows:

FIRST: Costs of the sale and cost of administration.

SECOND: GOVERNMENTS for their TAX LIENS.

THIRD: LABORERS for their LABOR LIENS.

FOURTH: Massachusetts Mutual Life Insurance Company for \$151.70, with an attorney's fee of \$25.00.

21. IT IS FURTHER ORDERED that the Court costs, the costs of administration, the costs and expenses of the receivership herein, be prorated among the various oil payment holders, lien and other preferred claimants, excluding the TAX LIEN and LABOR LIEN claimants, as shall hereafter be determined by this Court.

22. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following TAX LIENS are equal in rank, and subject only to the Court costs and costs of administration are prior, to all other claims against the assets of the Gilmort Oil Company, as follows:

ONE: UNITED STATES OF AMERICA DEPARTMENT OF INTERNAL REVENUE for the sum of One Thousand, Five Hundred and Seventy-two Dollars and seven Cents (\$1,572.07), including interest.

TWO: STATE OF OKLAHOMA DEPARTMENT OF LABOR for the sum of Seven Hundred, Fifty-five Dollars and twelve cents (\$755.12), EXCEPT that each LABORER for his LABOR LIEN shall, to the extent of Two Hundred and Fifty (\$250.00) Dollars, be preferred to the lien of the State of Oklahoma.

The United States of America and the State of Oklahoma may be referred to herein as GOVERNMENT and the liens decreed to them may be referred to herein as TAX LIENS.

23. IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that on separate and specific leases hereinafter described, by number and name, if any, and covering the land particularly described therein, the following persons, firms, or corporation, be and they are hereby decreed to have liens for the amount stated against said individual lease, the property and equipment thereon, or the proceeds from the sale of the oil, gas and casinghead gas, or both, according to the rights provided in their individual claims, as decreed herein.

24. On Lease No. 101, known as UNA JOHNSON LEASE, covering land described as follows:

An irregular tract being about 4 acres off of the west end of the $S\frac{1}{2}$ of the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 8; that part of Lot 8 of Section 8, lying south of the S. L. S. F. Ry. being about 20 acres; Lots 9 and 10 of Section 7, less railroad right of way, and less Price Sand Company, tract, being about 25 acres, all in Township 19 N., Range 12 E.;; Lots 1 and 2 less railroad right of way; $NW\frac{1}{4}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$, less railroad right of way; $N\frac{1}{2}$ of $NE\frac{1}{4}$ of $NW\frac{1}{4}$; $N\frac{1}{2}$ of $S\frac{1}{2}$ of $NE\frac{1}{4}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$, being about 54 acres in Section 18, Township 19 North, Range 12 East; Lot 5 of Section 13, less railroad right of way, and that part of Lot 6 lying north of S.L.S.F. Ry., Township 19 N., Range 11 E., being about 17 acres, of Section 13, Township 19 N., Range 11 E., containing 120 acres, more or less, Tulsa County, Oklahoma.

$N\frac{1}{2}$ of the $NE\frac{1}{4}$ of $NE\frac{1}{4}$; $SW\frac{1}{4}$ of $NE\frac{1}{4}$ of $NE\frac{1}{4}$; $W\frac{1}{2}$ of $W\frac{1}{2}$ of $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 18 (being about 32.5 acres); $S\frac{1}{2}$ of $SW\frac{1}{4}$ of $NE\frac{1}{4}$; $S\frac{1}{2}$ of $S\frac{1}{2}$ of $N\frac{1}{2}$ of $SW\frac{1}{4}$ of $NE\frac{1}{4}$; $S\frac{1}{2}$ of $N\frac{1}{2}$ of $S\frac{1}{2}$ of $N\frac{1}{2}$ of $SW\frac{1}{4}$ of $NE\frac{1}{4}$; $SE\frac{1}{4}$ of $NW\frac{1}{4}$ (being about 57.5 acres); $W\frac{1}{2}$ of $SW\frac{1}{4}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$; West $1/2$ of $E\frac{1}{2}$ of $SW\frac{1}{4}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$ (being about 7.5 acres), of Section 18, Township 19 N., Range 12 E., containing 107.5 acres; more or less, Tulsa County, Oklahoma.

FIRST, GOVERNMENT FOR THEIR TAX LIEN on an undivided 70% interest therein.

SECOND, LABORERS FOR THEIR LABOR LIEN on an undivided 70% interest therein.

THIRD: And all of equal rank,

- (a) Producers Pipe & Supply Company, for \$1,100.50, with an attorney's fee of \$149.59.
- (b) Iverson Tool Company, for \$36.41, with an attorney's fee of \$6.00.
- (c) Stephenson-Browne Lumber Company, for \$56.61, with an attorney's fee of \$7.82.

- (d) J. M. Keeney and Jack Lunnon, for \$537.95, with an attorney's fee of \$75.00.
 (e) Halliburton Oil Well Cementing Company, for \$292.50, with an attorney's fee of \$18.00.

The above named persons in this Third Rank are hereby decreed to have their liens, in the same amounts, extended to and against the 30% interest in this lease owned by Roland L. Taylor, Trustee, until paid.

And, as further security for the amount due persons in this Third Rank, they are hereby given a lien, without interest, upon 2509 feet of 7 in. O. B. 20 Lb. casing, formerly upon the above described lease, now located in or at Well No. 5 on the lease known as the Jefferson lease and No. 118.

FOURTH, Roland L. Taylor, Trustee, for his 45% OIL SECURITY subject to the RIGHTS OF SEYMOUR.

FIFTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY, to the extent of twenty-five per cent (25%) of the oil production from the lease.

25. On lease No. 105 covering land described as follows:

SE $\frac{1}{2}$ Sec. 23, Twp. 20, Range 11 E., Osage County, Oklahoma.

FIRST, GOVERNMENTS for their TAX LIENS.

SECOND, LABORERS for their LABOR LIENS.

THIRD, Sand Springs Home, for its VENDOR'S LIEN.

FOURTH, Oklahoma Power and Water Co., for \$185.80, with an attorney's fee of \$16.60.

FIFTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

SIXTH, And all of equal rank,

- (a) Producers Pipe and Supply Company, for \$22.02, with an attorney's fee of \$3.00.
 (b) Iverson Tool Company, for \$59.94, with an attorney's fee of \$10.00.
 (c) Bettinger Drilling Company, for \$897.62, with an attorney's fee of \$75.00.

SEVENTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY.

26. On lease No. 107, known as Covey Lease, covering land described as follows:

SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 13; E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 14;
 E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 23, all in Township 18 N., Range 12 E., Tulsa County, Oklahoma.

FIRST, GOVERNMENTS, for their TAX LIENS on an undivided 70% interest therein.

SECOND, LABORERS for their LABOR LIENS on an undivided 70% interest therein.

THIRD, DEXCO, INC., until it shall have received the sum of \$24,785.31 out of one-sixteenth of seven-eighths working interest in the oil, and gas, if any, as and when produced from said lease, and this right to receive oil shall be an OIL PAYMENT as the expression is used in this decree.

FOURTH, And all of equal rank,

- (a) Producers Pipe and Supply Company, for \$1,053.39, with an attorney's fee of \$143.21.
- (b) Iverson Tool Company, for \$4.59, with an attorney's fee of \$1.00.

FIFTH, Roland L. Taylor, Trustee, for his 45% OIL SECURITY, subject to the RIGHTS OF SEYMOUR.

SIXTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

The above named claimants in the Fourth Rank are hereby decreed to have their lien extended against the 30% interest in this lease owned by Roland L. Taylor, Trustee, for the same amount as their claim hereinabove stated, together with their attorney's fees.

27. On lease No. 112, known as the Sally Donaldson Lease, covering land described as follows:

$\frac{1}{2}$ of $\text{NW}\frac{1}{4}$ of $\text{SE}\frac{1}{4}$ of $\text{NW}\frac{1}{4}$ and $\text{N}\frac{1}{2}$ of $\text{SW}\frac{1}{4}$ of Section 24, Township 18 N., Range 12 East, Tulsa County, Oklahoma, containing 200 acres.

FIRST, GOVERNMENTS for their TAX LIENS on an undivided 70% interest therein.

SECOND, LABORERS for their LABOR LIENS on an undivided 70% interest therein.

THIRD, And all of equal rank, (extending also against the 30% interest of Roland L. Taylor, Trustee.)

- (a) Producers Pipe and Supply Company, for \$768.76, with an attorney's fee of \$104.50.
- (b) Halliburton Oil Well Cementing Company, for \$806.00, with an attorney's fee of \$50.00.

These amounts are also decreed to be a first and prior lien upon 2029 feet of 6 5/8 inch, 24 lb. casing, originally furnished by Producers Pipe and Supply Company to lease 112, and thereafter moved to well No. 6 on the lease known as the Jefferson lease, numbered 118.

FOURTH, Roland L. Taylor, Trustee, for his 45% OIL SECURITY, subject to the RIGHTS OF SEYMOUR.

FIFTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

28. On Lease No. 113, known as Fronnie Parks Lease, covering land described as follows:

$\text{E}\frac{1}{2}$ of $\text{NW}\frac{1}{4}$ of Section 13, Township 18 N., Range 12 E., Tulsa County, Oklahoma, and on lease No. 116, known as Parks "B" lease, covering land described as follows:

$\text{N}\frac{1}{2}$ of $\text{SW}\frac{1}{4}$ of Section 13, Township 18 N., Range 12 East, Tulsa County, Oklahoma,

FIRST, GOVERNMENTS for their TAX LIENS on an undivided 70% interest therein.

SECOND, LABORERS for their LABOR LIENS on an undivided 70% interest therein.

THIRD, Dexco, Inc., until it shall have received the sum of \$24,785.31 out of one-sixteenth of seven-eighths working interest in the oil and gas, if any, as and when produced from said lease, and this right to receive oil shall be an OIL PAYMENT as the expression is used in this decree.

FOURTH, And all of equal rank,

- (a) Producers Pipe and Supply Company for \$519.43.
with an attorney's fee of \$70.60.
- (b) Halliburton Oil Well Cementing Company for \$846.00, with
an attorney's fee of \$100.00.

The above named claimants in this Fourth Rank are hereby decreed to have their lien extended to and against the undivided 30% in this lease owned by Roland L. Taylor, Trustee, for the same amount as their claim hereinabove stated, together with their attorney's fee.

FIFTH, Roland L. Taylor, Trustee, for his 45% OIL SECURITY subject to the RIGHT OF SEYMOUR.

SIXTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY to the extent of 25% interest in the oil production.

29. On lease No. 117, covering land described as follows:

SE $\frac{1}{4}$ Section 2, Township 20 North, Range 10 East,
Osage County, Oklahoma..

FIRST, GOVERNMENTS for their TAX LIENS.

SECOND, LABORERS for their LABOR LIENS.

THIRD, Sand Springs Home for its VENDOR'S LIEN.

FOURTH, Oklahoma Power and Water Co., for \$89.36, with an attorney's fee of \$7.48.

FIFTH, RIGHTS OF SEYMOUR.

SIXTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

SEVENTH, Iverson Tool Company, for \$6.45, with an attorney's fee of \$1.00.

EIGHTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY.

follows:

30. On lease No. 118, known as JEFFERSON LEASE covering land described as

E $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$; SE $\frac{1}{4}$ of NE $\frac{1}{4}$; and N $\frac{1}{2}$ of SE $\frac{1}{4}$ of 23, and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 24, all in Township 19 N., Range 11 East, Tulsa, County, Oklahoma.

FIRST, GOVERNMENTS for their TAX LIENS on an undivided 70% interest therein.

SECOND, LABORERS for their LABOR LIENS on an undivided 70% interest therein.

THIRD, And all of equal rank,

- (a) Producers Pipe and Supply Company, for \$9,384.65, with an attorney's fee of \$1,275.61.
- (b) Stephenson-Browne Lumber Company, for \$988.61, with an attorney's fee of \$136.44.
- (c) Halliburton Oil Well Cementing Company, for \$2,193.00, with an attorney's fee of \$132.00.

FOURTH, Roland L. Taylor, an individual, to the extent of an undivided 70% in the lease, for \$24,170.00, with an attorney's fee of \$2,417.00, insofar as it covers:

$E\frac{1}{2}$ of $E\frac{1}{2}$ of $W\frac{1}{2}$ of $NE\frac{1}{4}$, and $N\frac{1}{2}$ of $SE\frac{1}{4}$ of 23, and $SW\frac{1}{4}$ of $NW\frac{1}{4}$ and $NW\frac{1}{4}$ of $SW\frac{1}{4}$ of Section 24, all in Township 19 N., Range 11 E., Tulsa County, Oklahoma.

FIFTH, J. M. Keeney and Jack Lunnon, for \$175.00.

SIXTH, First National Bank and Trust Company of Tulsa, Oklahoma, for \$1,528.00 on an undivided 25% interest in said lease, insofar as said lease covers:

$NW\frac{1}{4}$ of $SW\frac{1}{4}$ and $SW\frac{1}{4}$ of $NW\frac{1}{4}$ of Section 24, and $N\frac{1}{2}$ of $SE\frac{1}{4}$ and $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 23, all in Township 19 N., Range 11 E., Tulsa County, Oklahoma.

SEVENTH, Iverson Tool Company, for \$2,654.08, with an attorney's fee of \$440.00.

EIGHTH, Roland L. Taylor, Trustee, for his 45% OIL SECURITY subject to the RIGHTS OF SEYMOUR.

NINTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY, to the extent of 25% interest in said lease.

IT IS FURTHER DECREED that 2029 feet of 6 5/8 24 lb. casing, which was originally furnished and used on lease No. 112, known as SALLY DONALDSON lease, was moved on to this lease No. 118, known as the JEFFERSON LEASE, and that as decreed in the special treatment of the Sally Donaldson lease concerning this casing, the persons therein named have a first and prior lien upon this casing, superior to the lien of any and all other persons, subject only to TAX LIENS and LABOR LIENS.

IT IS FURTHER DECREED that 2509 feet of 7 inch O.D. 20 lb. casing, which was originally furnished and used on lease No. 101, known as Una Johnson lease, was moved on to this lease No. 118, known as the Jefferson lease, and that as decreed in the special treatment of the Una Johnson lease concerning this casing, the persons therein named have a first and prior lien upon this casing, superior to the lien of any and all other persons, subject only to TAX LIENS or LABOR LIENS.

PRODUCERS PIPE AND SUPPLY COMPANY; STEPHENSON-BROWNE LUMBER COMPANY, HALLIBURTON OIL WELL CEMENTING COMPANY, J. M. KEENEY and JACK LUNNON; and IVERSON TOOL COMPANY, all of equal rank, are hereby decreed to have their liens extended against the 30% interest in this lease owned by Roland L. Taylor, Trustee, for the same amount as their claim hereinabove stated, until paid, together with their attorney's fee.

31. On lease No. 120, covering land described as follows:

$SW\frac{1}{4}$ Section 11, Township 20 N., Range 11 E., Osage County, Oklahoma.

FIRST, GOVERNMENTS for their TAX LIENS.

SECOND, LABORERS for their LABOR LIENS.

THIRD, Sand Springs Home for its VENDOR(S) LIEN.

FOURTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY, subject to RIGHTS OF SEYMOUR.

FIFTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

32. On lease No. 121, covering land described as follows:

NE $\frac{1}{4}$ Section 15, Township 20 N., Range 11 E., Osage County, Oklahoma.

FIRST, GOVERNMENTS for their TAX LIENS.

SECOND, LABORERS for their LABOR LIENS.

THIRD, Sand Springs Home for its VENDOR'S LIEN.

FOURTH, Oklahoma Power and Water Co., for \$128.65, with an attorney's fee of \$10.76.

FIFTH, RIGHTS OF SEYMOUR.

SIXTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

SEVENTH, Iverson Tool Company, for \$103.21, with an attorney's fee of \$18.00.

EIGHTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY.

33. On lease No. 132, known as lease No. "P", covering land described as

follows:

A tract of land containing 160 acres more or less beginning at the Tenth mile corner on the South boundary line of the Osage Nation; thence East along said South boundary line a distance of 2640 feet; thence North at right angles to said boundary line a distance of 2640 feet; thence West parallel to said South boundary line a distance of 2640 feet; thence South at right angles to said South Boundary line a distance of 2640 feet to the point of beginning located in Section 31, Twp. 20 N., Range 11 E., and Section 36, Twp. 20 N., Range 10 E., Osage County, Oklahoma.

FIRST, GOVERNMENTS for their TAX LIENS.

SECOND, LABORERS for their LABOR LIENS.

THIRD, Sand Springs Home for its VENDOR'S LIEN.

FOURTH, Oklahoma Power and Water Co., for \$117.80, with an attorney's fee of \$9.80.

FIFTH, RIGHTS OF SEYMOUR.

SIXTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

SEVENTH, Iverson Tool Company, for \$30.75, with an attorney's fee of \$4.00.

EIGHTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY.

34. On lease No. 133, covering land described as follows:

A tract of land containing 160 acres more or less described as a tract of land beginning at the Ninth mile corner on the South boundary line of the Osage Nation; thence West along said South boundary line a distance of 2640 feet; thence North at right angles to said South boundary line a distance of 2640 feet; thence East parallel to said South boundary line a distance of 2640 feet; thence East parallel to said South boundary line a distance of 2640 feet; thence South at right angles to said South boundary line a distance of 2640 feet to the point of beginning, all in Section 31, Twp. 20 N., Range 11 E., Osage County, Oklahoma.

FIRST, GOVERNMENTS for their TAX LIENS.

SECOND, LABORERS for their LABOR LIENS.

THIRD, Sand Springs Home, for its VENDOR'S LIEN.

FOURTH, Oklahoma Power and Water Co., for \$36.98, with an attorney's fee of \$3.05.

FIFTH, RIGHTS OF SEYMOUR.

SIXTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

SEVENTH, Iverson Tool Company, for \$17.24, with an attorney's fee of \$3.00.

EIGHTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY.

35. On lease No. 134, covering land described as follows:

A tract of land containing 160 acres more or less beginning at the Ninth mile corner on the South boundary line of the Osage Nation; thence East along said South boundary line a distance of 2640 feet; thence North at right angles to said South boundary line a distance of 2640 feet; thence West parallel to said South boundary line a distance of 2640 feet; thence South at right angles to said South boundary line a distance of 2640 feet to point of beginning, located in Section 31 and 32, Twp. 20 N., Range 11 E., Osage County, Oklahoma.

FIRST, GOVERNMENTS FOR their TAX LIENS.

SECOND, LABORERS for their LABOR LIENS.

THIRD, Sand Springs Home, for its VENDOR'S LIEN.

FOURTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY, subject to the RIGHTS OF SEYMOUR.

FIFTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

36. On lease No. 135, known as Lulu White lease, covering land described as follows:

NE 9.94 acres of Lot 3, Section 5, Twp. 19 N., Range 11 E., Tulsa County, Oklahoma

- FIRST, GOVERNMENTS for their TAX LIENS.
- SECOND, LABORERS for their LABOR LIENS.
- THIRD, Sand Springs Home for its VENDOR'S LIEN.
- FOURTH: Roland L. Taylor, Trustee, for his 5% OIL SECURITY, subject to the RIGHTS OF SEYMOUR.
- FIFTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.
- SIXTH, Iverson Tool Company, for \$24.71, with an attorney's fee of \$3.00.
37. On lease No. 137, known as E. B. Rabey, covering land described as

follows:

SW $\frac{1}{4}$ Section 6, Twp. 19 N., Range 12E., Tulsa County, Oklahoma.

- FIRST, GOVERNMENTS for their TAX LIENS.
- SECOND, LABORERS for their LABOR LIENS.
- THIRD, Sand Springs Home, for its VENDOR'S LIEN.
- FOURTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY, subject to the RIGHTS OF SEYMOUR.
- FIFTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.
- SIXTH, And all of equal rank,
- (a) Iverson Tool Company, for \$597.94, with an attorney's fee of \$96.00.
 - (b) Producers Pipe and Supply Company, for \$38.47, with an attorneys' fee of \$5.23.
 - (c) Dowell, Inc., for \$677.30, with an attorney's fee of \$62.50.
 - (d) Larkin Torpedo Company, for \$348.87, with an attorney's fee of \$50.00.
 - (e) W.D. Jarrett, for \$1,067.28.

38. On lease No. 138, known as J. Bruner, covering land described as follows:

W $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 6, Twp. 19 N., Range 12 E., Tulsa County, Oklahoma.

- FIRST, GOVERNMENTS for their TAX LIENS.
- SECOND, LABORERS for their LABOR LIENS.
- THIRD, Sand Springs Home for its VENDOR'S LIEN.
- FOURTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY, subject to the RIGHTS OF SEYMOUR.
- FIFTH, Oklahoma Power and Water Co., for \$989.32, with an attorney's fee of \$183.25.
- SIXTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.
- SEVENTH, And all of equal rank,

- (a) Iverson Tool Company, for \$16.64, with an attorney's fee of \$3.00.
(b) Larkin Torpedo Company, for \$348.89, with an attorney's fee of \$50.00.
(c) Dowell, Inc., for \$685.00, with an attorney's fee of \$62.50.
39. On lease No. 139, known as L. Brown, covering land described as follows:
S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 5, Twp. 19 N., Range 12 E., Tulsa County, Oklahoma.
FIRST, GOVERNMENTS for their TAX LIENS.
SECOND, LABORERS for their LABOR LIENS.
THIRD, Sand Springs Home for its VENDOR'S LIEN.
FOURTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY, subject to the RIGHTS OF SEYMOUR.
FIFTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.
40. On lease No. 142, covering land described as follows:
NE $\frac{1}{4}$ of Section 5, Twp. 20 N., Range 11 E., Osage County, Oklahoma.
FIRST, GOVERNMENTS for their TAX LIENS.
SECOND, LABORERS for their LABOR LIENS.
THIRD, Sand Springs Home for its VENDOR'S LIEN.
FOURTH, and all of equal rank.
(a) Oklahoma Power and Water Co., for \$34.85, with an attorney's fee of \$2.80.
(b) Iverson Tool Company, for \$55.55, with an attorney's fee of \$8.00.
FIFTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY, subject to the RIGHTS OF SEYMOUR.
SIXTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.
41. On lease No. 144, covering land described as follows:
SE $\frac{1}{4}$ of Section 21, Twp. 20 N., Range 11 E., Osage County, Oklahoma.
FIRST, GOVERNMENTS for their TAX LIENS.
SECOND, LABORERS for their LABOR LIENS.
THIRD, Sand Springs Home for its VENDOR'S LIEN.
FOURTH, Oklahoma Power and Water Co. for \$20.71, with an attorney's fee of \$1.50.
FIFTH, RIGHTS OF SEYMOUR.
SIXTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

SEVENTH, Iverson Tool Company, for \$32.79, with an attorney's fee of \$4.00.
EIGHTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY.

42. On lease No. 150, covering land described as follows:

A fractional part of NW $\frac{1}{4}$ of Section 31, Twp. 20 N., Range 11 E., Osage County, Oklahoma.

FIRST, GOVERNMENTS for their TAX LIENS.

SECOND, LABORERS for their LABOR LIENS.

THIRD, Sand Springs Home, for its VENDOR'S LIEN.

FOURTH, RIGHTS OF SEYMOUR.

FIFTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

SIXTH, Iverson Tool Company, for \$11.16, with an attorney's fee of \$2.00.

SEVENTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY.

43. On lease No. 151, known as Richard Mayberry, covering land described as follows:

Fractional S $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 5, Twp. 19 N., Range 11 E., Tulsa County, Oklahoma.

FIRST, GOVERNMENTS for their TAX LIENS.

SECOND, LABORERS for their LABOR LIENS.

THIRD, Sand Springs Home, for its VENDOR'S LIEN.

FOURTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY, subject to the RIGHTS OF SEYMOUR.

FIFTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

SIXTH, And all of equal rank,

(a) Iverson Tool Company, for \$204.07, with an attorney's fee of \$22.00.

(b) Stephenson-Browne Lumber Company, for \$30.64, with an attorney's fee of \$4.24

44. On lease No. 152, known as Maggie London, covering land described as follows:

SE $\frac{1}{4}$ of Section 13, Township 19 N., Range 11 E., Tulsa County, Oklahoma.

FIRST, GOVERNMENTS for their TAX LIENS on an undivided 70% interest therein.

SECOND, LABORERS for their LABOR LIENS on an undivided 70% interest therein.

THIRD, Producers Pipe and Supply Company, for \$560.51, with an attorneys' fee of \$76.18.

FOURTH, Roland L. Taylor, an individual, to the extent of 70% interest in the lease, for \$24,170.00, and for an attorney's fee of \$2,417.00.

FIFTH, RIGHTS OF SEYMOUR.

SIXTH, Iverson Tool Company, for \$22.88, with an attorney's fee of \$4.00.

SEVENTH: Roland L. Taylor, Trustee, for his 45% OIL SECURITY, and out of 70% interest in said lease owned by Gilmort Oil Company.

EIGHTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

Producers Pipe and Supply Company and Iverson Tool Company, of equal rank, are hereby decreed to have their lien extended against the 30% interest in this lease owned by Roland L. Taylor, Trustee, for the same amount as their claim hereinabove stated, and their attorney's fee.

45. On lease No. 156. known as Suthis Bell, covering land described as follows:

$\frac{1}{2}$ of $SE\frac{1}{4}$ of $NW\frac{1}{4}$; all of Lot 4; $SW\frac{1}{4}$ of $NW\frac{1}{4}$ Lot 5, less 6.16 acres RR right of way; $W\frac{1}{2}$ of $NE\frac{1}{4}$ of $SW\frac{1}{4}$ less 1.93 acres RR right of way; $W\frac{1}{2}$ of $E\frac{1}{2}$ of $NE\frac{1}{4}$ of $SW\frac{1}{4}$; $SE\frac{1}{4}$ of $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of $SW\frac{1}{4}$; Lot 8, less 5.43 acres RR right of way, Section 5, Twp. 19 N., Range 11 E., Tulsa County, Oklahoma.

FIRST, GOVERNMENTS for their TAX LIENS.

SECOND, LABORERS for their LABOR LIENS.

THIRD, And all of equal rank,

- (a) Producers Pipe and Supply Company for \$646.06, with an attorney's fee of \$87.82.
- (b) Iverson Tool Company, for \$1,016.59, with an attorney's fee of \$169.00.
- (c) Stephenson-Browne Lumber Company, for \$10.76, with an attorney's fee of \$1.50.
- (d) Dowell, Inc., for \$668.00, with an attorney's fee of \$62.50.
- (e) Larkin Toepedo Company, for \$345.82, with an attorney's fee of \$50.00.

FOURTH, First National Bank and Trust Company, in its individual capacity, for \$1,148.60.

FIFTH, C.W. Mandler, for \$5,429.00.

46. On lease No. 159. known as Mitchel, covering land described as follows:

$N\frac{1}{2}$ of $SE\frac{1}{4}$, Lots 6 and 7, and $E\frac{1}{2}$ of $SE\frac{1}{4}$ of $NW\frac{1}{4}$, and $E\frac{1}{2}$ of $NW\frac{1}{4}$ of $SW\frac{1}{4}$ of Section 5, and Lot 1-- $NE\frac{1}{4}$ of Section 8, Township 19 N., Range 11 E., Tulsa County, Oklahoma.

FIRST, GOVERNMENTS for their TAX LIENS.

SECOND, LABORERS for their LABOR LIENS.

THIRD, And all of equal rank,

- (a) Producers Pipe and Supply Company, for \$41.96, with an attorney's fee of \$5.70.
- (b) Larkin Torpedo Company, for \$343.88, with an attorney's fee of \$25.00.
- (c) Iverson Tool Company, for \$136.72, with an attorney's fee of \$19.00.

FOURTH, JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY.

FIFTH, C. W. Mandler, for \$5,413.56.

47. On lease No. 184, covering land described as follows:

NW $\frac{1}{4}$ of Section 29, Twp. 20 N., Range 11 E., Osage County, Oklahoma,

FIRST, GOVERNMENTS for their TAX LIENS.

SECOND, LABORERS for their LABOR LIENS.

THIRD, Sand Springs Home for its VENDOR'S LIEN.

FOURTH, On an undivided 30% interest in the proceeds of the oil, gas and casinghead gas, free of the costs of production, the JOINT OIL SECURITY HOLDERS for their JOINT OIL SECURITY, provided that, if, as, and when the VENDOR'S LIEN, pursuant to the provisions therein of the Sand Springs Home is reduced to 15% and thereafter to 10%, the interest of the JOINT OIL SECURITY HOLDERS, to the proceeds of the oil, gas and casinghead gas shall correspondingly increase. This entire interest in and to the proceeds, as aforesaid, together with the interest of the Sand Springs Home, shall be free of the costs of production, which shall be borne by the remaining interest in this lease.

FIFTH, and All of equal rank,

- (a) Producers Pipe and Supply Company, for \$4,256.47, with an attorney's fee of \$578.56.
- (b) Iverson Tool Company for \$1,122.94, with an attorney's fee of \$187.00.
- (c) Oklahoma Power and Water Company, for \$192.40, with an attorney's fee of \$16.26.
- (d) Sand Springs State Bank, for \$669.93.
- (e) Fred L. Hammack, for \$72.85 with an attorney's fee of \$35.00.
- (f) E. A. Hollis & Company, for \$2,312.50, with an attorney's fee of \$200.00.

SIXTH, Roland L. Taylor, Trustee, for his 5% OIL SECURITY.

SEVENTH, C. A. Vose for \$9,816.34, with an attorney's fee of \$500.00, which lien extends to an undivided one-half of five-sixths working interest in this lease.

48. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that except as herein decree, no person, firm, or corporation, a party hereto, or claimant herein; shall have any interest in, claim upon, or right to any of the leasehold estate, equipment, thereon, personal properties thereon situate, or any oil, gas, or casinghead gas produced therefrom. It is further DECREED that all persons named herein appeared in this controversy as litigants or claimants, and that all persons served with process as shown by the docket kept by the Clerk of this Court, appeared as litigants or claimants or defaulted, and it is further DECREED that the judgments herein given shall bear no interest.

49. It is further DECREED that the holder of an OIL PAYMENT or OIL SECURITY on the separate leases or fractional interest therein, and on which his rights prior and superior to any mechanic's, materialmen's, or mortgage lien, shall be entitled, to the extent that this

right is prior and superior to receive the oil, gas or casinghead gas, or proceeds therefrom, and to receive the proceeds from the sale of said oil, gas or casinghead gas, now in the hands of the Receivers, or that hereinafter come in the hands of the Receivers, as provided and in the proportion allowed by the instrument giving him an OIL PAYMENT or OIL SECURITY. PROVIDED, further, that any oil, gas or casinghead gas, or proceeds therefrom, against which Roland L. Taylor, Trustee, has a prior right or claim, shall be subject to the judgment of Producers Pipe and Supply Company, Iverson Tool Company, Halliburton Oil Well Cementing Company, and Stephenson-Browne Lumber Company, to the extent of their unsatisfied judgment against said Roland L. Taylor, Trustee.

50. It is further DECREED that the liens of any materialmen, mortgagee, or any other party adjudged to have a valid lien herein, except the GOVERNMENTS for their TAX LIENS and the LABORERS for their LABOR LIENS and which is herein adjudged to have attached to any lease or fractional interest therein prior to the recording of an OIL SECURITY against said lease or fractional interest therein, shall extend to the oil, gas and casinghead gas, or the proceeds therefrom now in the hands of the Receivers, or that hereinafter come in the hands of the Receivers, and said lien shall be prior and superior to the OIL SECURITY HOLDER, to the extent that his lien or mortgage against that specific lease or fractional interest therein is prior and superior.

51. The Court further finds that, pursuant to the order of this Court on the 21st day of April, 1938, there are now in the hands of the Receivers certain funds, being the proceeds from the various oil and gas leases described herein, less the operating expenses and certain other costs in this receivership paid by order of this Court. It is therefore DECREED that the Receivers pay immediately out of the funds now in their hands, the GOVERNMENTS for their TAX LIENS and the LABORERS for their LABOR LIENS, together with their attorney's fees, and the funds so used shall be proportioned among the various leases and other property as hereafter decreed by separate order of the Court.

It is further DECREED that the persons, firms and corporations, the holders of OIL PAYMENTS and OIL SECURITIES, who would otherwise have been entitled to receive said funds, except for the diversion herein ordered, shall be subrogated to all the rights and liens of the GOVERNMENTS for their TAX LIENS and the LABORERS for their LABOR LIENS, together with their attorney's fees, to the extent that each has suffered a loss by such diversion, and they shall have the same lien upon the property of the Gilmore Oil Company that the said GOVERNMENTS and LABORERS had, except that Roland L. Taylor, Trustee, shall not be entitled to subrogation as against any person, firm or corporation having a mortgage or lien against the TAYLOR GROUP OF LEASES, for the amount of said mortgage or lien as against said TAYLOR GROUP of leases, provided that the right to sell any of the leases or property shall be in the manner, in the order and to the extent as hereafter decreed by separate order of this Court, and provided further that the Court hereby expressly reserves the right to adjust the equities as between the holders of OIL PAYMENTS and the holders of OIL SECURITIES as to the funds diverted from them, which are used to pay TAX LIENS or LABOR LIENS, and nothing elsewhere contained in this judgment shall deprive the Court of this reserved right.

52. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each and every lien established herein against the property of the Gilmore Oil Company and Roland L. Taylor, Trustee, or either of them, be and the same are hereby foreclosed, except that the VENDOR'S LIEN of the Sand Springs Home is preserved and held in tact, and any sale of the property covered by said lien shall be sold subject thereto.

53. It is further DECREED that no order of sale shall issue except upon further order of this Court, pursuant to an application of any interested party, and after notice to all other parties.

54. It is further DECREED that the Receivers be and they are hereby

authorized and directed, to continue the operation of said leases and to do all other things heretofore enjoined them as such Receivers, until otherwise ordered by this Court.

Dated this 19th day of September, 1939.

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

ENDORSED: Filed Sep 19 1939
H. P. Warfield, Clerk
U. S. District Court H

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

MARYLAND CASUALTY COMPANY, of)
Baltimore, Maryland, a corporation, Plaintiff,)
vs.) NO. 1290 Equity.
E. A. KELLEAM, et al, Defendants.)

ORDER AUTHORIZING RECEIVER TO PAY PREMIUM UPON RECEIVER'S BOND

Now on this 19th day of September, 1939, this matter comes on for hearing on application of the Receiver, J. M. Scott for authority of the court to pay the premium in the sum of \$25, and upon consideration of said application, and for good cause shown,

IT IS ORDERED, ADJUDGED AND DECREED, that said J. M. Scott, receiver be and he is hereby authorized to pay the premium upon his receiver's bond in the sum of \$25.

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

ENDORSED: Filed Sep 19 1939
H. P. Warfield, Clerk
U. S. District Court ME

Court adjourned to September 21, 1939

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

SPECIAL MARCH 1939 TERM

TULSA, OKLAHOMA THURSDAY, SEPTEMBER 21, 1939

On this 21st day of September A.D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
John P. Logan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

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

Amos Yargee,	Plaintiff,)	
)	
vs.)	
)	
Alex Yargee, Sukey Yargee, and the unknown		)	No. 148 CIVIL
heirs, executors, Administrators, devisees,)	
trustees and assigns, immediate and remote,)	
of Katie Marsey, now Yargee,	Defendants.)	
)	
United States of America,	Intervener.)	

ORDER OF DISMISSAL

Now on this 21st day of September, 1939, this cause of action coming on before the Court for trial, pursuant to regular assignment, and plaintiff appearing neither in person nor by attorney, and the defendants appearing neither in person nor by attorney, and the intervener, United States of America appearing by Whit Y. Mauzy, United States Attorney for the Northern District of Oklahoma, and Chester A. Brewer, Assistant United States Attorney for said district, and the Court being fully advised in the premises, finds that said cause of action should be dismissed at the costs of the plaintiff.

IT IS THEREFORE ORDERED that said cause of action be, and the same hereby is dismissed at the costs of the plaintiff.

F. E. KENNAMER
JUDGE

O.K. AS TO FORM, SERVICE OF COPY ACKNOWLEDGED:
WHIT Y. MAUZY
Whit Y. Mauzy, United States Attorney

CHESTER A. BREWER
Chester A. Brewer, Assistant United States Attorney
Attorneys for Intervener, United States of America.

ENDORSED: Filed Sep 21 1939
H. P. Warfield, Clerk
U. S. District Court H

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

United States of America, Plaintiff,)
vs.) No. 162 CIVIL
H. H. Layton, G. W. Layton and M. M. Layton, Defendants.)

ORDER OF DISMISSAL

Now on this 21st day of September, 1939, this matter coming on before the Court, and it being shown to the Court that the amount sued for, together with interest and costs have been paid by the defendants in said cause, and that said cause should be dismissed;

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

F. E. KENNAMER
JUDGE

O.K. AS TO FORM
SERVICE OF COPY ACKNOWLEDGED.
WHIT Y. MAUZY
Whit Y. Mauzy, United States Attorney

ENDORSED: Filed Sep 21 1939
H. P. Warfield, Clerk
U. S. District Court ME

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

United States of America, Plaintiff,)
vs.) No. 164 Civil
H. H. Layton, G. W. Layton and M. M. Layton, Defendants.)

ORDER OF DISMISSAL

Now on this 21st day of September, 1939, this matter coming on before the Court, and it being shown to the Court that the defendants in this cause of action having paid the amount sued for herein, together with interest and court costs, and that said cause should be dismissed;

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

F. E. KENNAMER
JUDGE

O.K. AS TO FORM, SERVICE OF COPY ACKNOWLEDGED
WHIT Y. MAUZY
Whit Y. Mauzy, United States Attorney

ENDORSED: Filed Sep 21 1939
H. P. Warfield, Clerk
U. S. District Court ME

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

United States of America, Plaintiff,)
)
-vs-) No. 166 CIVIL.
)
H. H. Layton, Howard Layton and M. M. Defendants.)
Layton,)

ORDER OF DISMISSAL

Now on this 21st day of September, 1939, this matter coming on before the Court, and it being shown to the Court that the defendants in this cause of action having paid the amount sued for in said cause, together with the interest and court costs, and that said cause should be dismissed;

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

F. E. KENNAMER
JUDGE

O.K. AS TO FORM, SERVICE OF COPY ACKNOWLEDGED
WHIT Y. MAUZY
Whit Y. Mauzy, United States Attorney

ENDORSED: Filed Sep 21 1939
H. P. Warfield, Clerk
U. S. District Court ME

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

United States of America, Libelant,)
)
vs.) No. 167 CIVIL
)
One 1939 Model DeLuxe Ford Coppe Automobile,)
Motor No. 18-4,829,555; O. L. Swafford,)
Albert Armstrong and Wade Hunter, Claimants.)

JOURNAL ENTRY OF JUDGMENT

Now on this 21st day of September, 1939, this cause came on to be heard in open court before Honorable Franklin E. Kennamer, Judge presiding, pursuant to regular assignment, Libelant appearing by Whit Y. Mauzy, United States Attorney for the Northern District of Oklahoma, and Joe W. Howard, Assistant United States Attorney for said District, Claimant Albert Armstrong appearing in person and by his attorney A. H. Meacham, Claimant Wade Hunter appearing by his attorney, A. H. Meacham, and Claimant O. L. Swafford having filed herein his general appearance and disclaimer of any interest in and to said automobile or the approximate Nine Hundred Eighty-eight (988) pints and Twelve One-fifths (12 fifths) gallons of intoxicating liquors seized therein, whereupon Libelant presents its evidence and rests and Claimants Alfred Armstrong and Wade Hunter present their evidence and rest, and the court being fully advised in the premises, finds that said 1939 Model DeLuxe Ford Coupe Automobile, Motor No. 18-4,829,555 was

lawfully seized from O. L. Swafford on May 17, 1939 at and near the bridge on State Highway No. 25, about four miles West of Grove, Oklahoma, as alleged herein, and that said intoxicating liquors were then and there seized while this being conveyed in said automobile.

The court further finds that the United States of America is entitled to a forfeiture of said intoxicating liquors and is further entitled to a forfeiture of said automobile insofar as the rights, claims and interests of said O. L. Swafford and Wade Hunter are concerned.

The court further finds that the claim of said Albert Armstrong should be sustained, upon his paying a penalty of Two Hundred Dollars (\$200.00) and all storage charges and such fees as are attached against the filing of proceedings by him incident to the aforesaid forfeiture proceedings.

IT IS, THEREFORE, THE ORDER AND JUDGMENT OF THE COURT that a forfeiture herein be, and the same is hereby allowed as to the said approximate Nine Hundred Eighty-eight (988) pints and Twelve One-fifth (12 fifths) gallons of intoxicating liquors defined in Libel on file herein, which intoxicating liquors are ordered turned over to the Sec. of the Treasury of the United States for proper and lawful disposition.

IT IS FURTHER ORDERED AND DECREED BY THE COURT that a forfeiture herein be, and the same is hereby allowed as to said automobile insofar as the rights, interests and claims of said O. L. Swafford and Wade Hunter are concerned.

IT IS FURTHER ORDERED AND DECREED BY THE COURT that the claim of said Albert Armstrong be, and the same is hereby sustained, upon his payment of a penalty of Two Hundred Dollars (\$200.00), all storage charges and such fees as are attached against the filing of proceedings by him incident to the aforesaid forfeiture proceedings, and the United States Marshal for the Northern District of Oklahoma is hereby directed to deliver said automobile over to said Albert Armstrong, upon him making such payments.

IT IS FURTHER ORDERED and the Clerk is directed to pay all court costs from the aforesaid sum of Two Hundred Dollars (\$200.00) imposed as a penalty herein, and to deliver the balance thereof to the Sec. of the Treasury of the United States.

F. E. KENNAMER
JUDGE

O.K. AS TO FORM, SERVICE OF COPY ACKNOWLEDGED.
WHIT Y. MAUZY
Whit Y. Mauzy, United States Attorney

JOE W. HOWARD
Joe W. Howard, Assistant United States Attorney

A. H. MEACHAM
A. H. Meacham, Attorney for Claimant Albert Armstrong

ENDORSED: Filed Sep 21 1939
H. P. Warfield, Clerk
U. S. District Court E

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

H. L. SMITH, Plaintiff,)
vs.) No. 178 Civil
Aetna Life Insurance Company, a)
corporation, et al., Defendants.)

O R D E R

The court having heretofore appointed Wallace C. Franklin, Jr., as guardian ad litem for the defendant Margaret King, a minor, and it further appearing to the court that said guardian ad litem filed on behalf of said defendant an answer to the plaintiff's complaint and appeared for and represented said defendant Margaret King at the hearing had on August 31, 1939, when final judgment and decree were rendered in this action, and it further appearing to the court that a reasonable amount for the services rendered by the said Wallace C. Franklin, Jr., as such guardian ad litem is the sum of \$50.00 and that same should be taxed as a part of the costs of this action to be paid equally by the plaintiff H. L. Smith and the defendant Pearl T. King.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED BY THE COURT that a fee be and it is hereby allowed to the said Wallace C. Franklin, Jr., as guardian ad litem for the defendant Margaret King in the sum of \$50.00 and that this amount be taxed as a part of the costs of this action.

The Court further finds that all of the other costs which have accrued in this action, other than the \$50.00 guardian ad litem's fee, amount to the sum of \$74.45.

Dated this 21st day of September, 1939.

F. E. KENNAMER
JUDGE

ENDORSED: Filed Sep 21 1939
H. P. Warfield, Clerk
U. S. District Court MEO

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

LULA FLANIGAN, Plaintiff,)
vs.) NO. 181 CIVIL
PHILLIPS PETROLEUM COMPANY, Defendant,)
UNITED STATES OF AMERICA, Intervener.)

JOURNAL ENTRY

NOW, on this 21st day of September, 1939, this case coming on before the court pursuant to regular assignment, the plaintiff appearing by her attorney, Chas. W. Pennel, the defendant, Phillips Petroleum Company, appearing by its attorney, Ed Waite Clark, the intervener,

United States of America, appearing by Whit Y. Mauzy, United States Attorney for the Northern District of Oklahoma, and Chester A. Brewer, Assistant United States Attorney for said district and Joe Brown, Probate Attorney, the parties announcing ready for trial, a jury having been waived, the plaintiff introduced its testimony and rested and the defendant introduced its testimony and rested and the court, having heard arguments of counsel and being fully advised in the premises, finds that the plaintiff is entitled to recover damages for salt water pollution in this cause of action in the sum of Six Hundred Dollars (\$600.00), against the defendant, Phillips Petroleum Company.

The court further finds that the plaintiff is entitled to a permanent injunction restraining the defendant, Phillips Petroleum Company, from polluting the stream known as Keeler Creek, crossing the farm of this plaintiff.

The court further finds that the attorney for the plaintiff, Chas. W. Pennel, is entitled to an attorneys fee in the sum of \$140.00.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that plaintiff, Iula Flanigan, have and recover judgment against the Phillips Petroleum Company, in the sum of Six Hundred Dollars (\$600.00), together with the costs of this action.

IT IS FURTHER ADJUDGED by the court that the plaintiff have and she is hereby granted a permanent injunction restraining and enjoining the defendant, Phillips Petroleum Company, from polluting the stream known as Keeler Creek, crossing the farm of this plaintiff.

IT IS FURTHER ORDERED by the Court that the plaintiff's attorney, Chas. W. Pennel be and he hereby is allowed a fee for his services in this cause of action in the sum of One Hundred Forty Dollars (\$140.00), to be paid out of the recovery of plaintiff in this action, to which judgment of the court, defendant, Phillips Petroleum Company excepts and exceptions are hereby allowed.

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

U.K. as to form, Service of copy acknowledged.
CHAS. W. PENNEL
Chas. W. Pennel, Attorney for Plaintiff

ED WAITE CLARK
Ed Waite Clark, Attorney for Defendant

WHIT Y. MAUZY
Whit Y. Mauzy, United States Attorney

CHESTER A. BREWER
Chester A. Brewer, Assistant U. S. Attorney

JOE BROWN
Joe Brown, Probate Attorney
ATTORNEYS FOR INTERVENER.

ENDORSED: Filed Sep 21 1939
H. P. Warfield, Clerk
U. S. District Court E

Court adjourned to September 22, 1939

On this 22nd day of September, A. D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, and Hon. Alfred P. Murrah, Judges, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
John P. Logan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

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

Grand River Dam Authority, a Public Corporation,

Petitioner,

No. 211 Civil

vs.

J. L. Soing, et al,

Defendants.

ORDER APPOINTING COMMISSIONERS

Now on this 22d day of September, 1939, comes on for hearing petitioner's application, as embodied in its petition for condemnation, for an order appointing commissioners to ascertain the injury and assess the damages sustained by the above named defendants by the appropriation of their lands for the uses and purposes set out and described in said petition.

The Court having examined the files in said cause and being well and sufficiently advised in the premises, finds:

THAT notice of hearing said application has been given in the manner and form, for the length of time, and in all respects as required by law.

THAT petitioner is a public corporation organized under laws of the State of Oklahoma for the uses and purposes and to perform the duties and functions as alleged in its petition and it is necessary that it acquire, and it has the right to acquire, the absolute, unencumbered, entire fee simple title of the real estate described in said petition for the purposes therein stated.

THAT the real estate to be appropriated, the fee simple title to which petitioner must acquire in this action, is the following, situate in Delaware County, Oklahoma, to-wit:

Tract No. 1 (10 GR-D.489 & 17 GR-D 768)

That certain tract of land situated in Delaware County, Oklahoma, described as follows, to-wit:

The W. 4.10 acres of Lot 4 of Sec. 12; and Lot 1, and Lot 2, less the West. 0.85 acre thereof, of Sec. 13, containing 47.90 acres, more or less;

All in T 24 N. R 22 E of the Indian Base and Meridian, the whole tract containing in all 52.00 acres, more or less, and any and all right, title and interest in and to the bed and banks of Grand River incident to the ownership of the above described land; and

All the following described land, situated in Delaware County, Oklahoma, to-wit: The $\frac{1}{2}$ of Lot 1; Lot 2; and the $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$; the East 20 acres of Lot 3; the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; The $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 18, containing 128.99 acres, more or less; and that part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, the N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, the NW $\frac{1}{4}$ SE $\frac{1}{4}$, and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 18 particularly described as follows:

Beginning at the SW corner of said N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, thence S. 89° 38' E. along the South boundary of said N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 813.3 feet to a point 506.1 feet West of the SE corner thereof; thence N. 72° 27' W. 101.9 feet; thence N. 12° 10' W. 236.5 feet; thence N. 84° 38' E. 232.1 feet; thence N. 28° 02' E. 160.0 feet; thence S. 70° 13' E. 318.1 feet; thence S. 51° 38' E. 200.8 feet; thence N. 87° 23' E. 274.8 feet; thence S. 69° 47' E. 484.1 feet; thence S. 70° 19' E. 139.7 feet to a point in the South boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ and 970.3 feet East of the SW corner thereof; thence S. 89° 38' E. along said South boundary a distance of 349.1 feet to the SE corner thereof; thence Northerly along the East boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ to the NE corner thereof; thence S. 89° 38' E. along the South boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 219.2 feet to a point 440.5 feet West of the SE corner thereof; thence N. 64° 23' W. 64.6 feet; thence N. 63° 49' W. 316.1 feet; thence N. 60° 32' W. 686.1 feet; thence N. 58° 43' W. 370.8 feet; thence N. 39° 13' W. 238.6 feet; thence N. 31° 53' E. 128.2 feet; thence N. 79° 10' E. 107.3 feet; thence N. 25° 39' W. 103.6 feet; thence N. 8° 12' W. 116.8 feet; thence N. 52° 50' E. 147.9 feet; thence N. 67° 46' E. 41.0 feet to a point in the North boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ and 386.4 feet East of the NW corner thereof; thence S. 89° 38' E. along said North boundary a distance of 467.7 feet; thence S. 69° 29' E. 91.4 feet; thence N. 45° 06' W. 44.4 feet to a point in the North boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ and 411.2 feet West of the NE corner thereof; thence N. 89° 38' W. along said North boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 908.2 feet to the NW corner thereof; thence Southerly along the West boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the SW corner thereof; thence Westerly along the North boundary of said N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ to the NW corner thereof; thence Southerly along the West boundary of said N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ to the point of beginning, containing 49.2 acres, more or less;

All in T 24 N, R 23 E of the Indian Base and Meridian; the whole tract containing 178.19 acres, more or less.

Tract No. 2 (17 OR-D 733)

The whole of the W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Lot 2, and two (2) tracts of land all lying the W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 16, T 24 N, R 23 E, Delaware County, Oklahoma, more particularly described as follows:

TRACT A:

Beginning at the SE corner of the W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, thence N. 0° 17' E. along the East boundary of the W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance

of 305.0 feet; thence S. 43° 16' W. 91.8 feet; thence S. 89° 01' W. 163.8 feet; thence N. 58° 09' W. 75.8 feet; thence N. 26° 33' W. 201.8 feet; thence N. 0° 39' W. 218.7 feet; thence N. 36° 33' W. 96.1 feet; thence S. 51° 43' W. 22.1 feet; thence S. 86° 03' W. 57.7 feet; thence S. 55° 24' W. 173.4 feet to a point in the West boundary of the $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence S. 0° 16' W. along said West boundary a distance of 634.4 feet to the SW corner thereof; thence Easterly along the South boundary of the $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ to the point of beginning, containing 6.7 acres, more or less.

TRACT B:

Beginning at the NW corner of the $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence S. 0° 16' W. along the West boundary of the $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 67.3 feet; thence N. 72° 09' E. 10.0 feet; thence N. 66° 38' E. 161.1 feet to a point in the North boundary of the $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence N. 89° 54' W. along said North boundary a distance of 157.0 feet to the point of beginning, containing 0.2 acre, more or less.

Containing a total of 126.8 acres, more or less;

AND

All that certain tract of land situated in Delaware County, Oklahoma, described as follows, to-wit:

Lot 1, Lot 2, and Lot 5 of Section 21, T 24 N, R 23 E of the Indian Base and Meridian, containing 68.95 acres, more or less;

Containing in all 195.75 acres, more or less;

And any and all right, title and interest in and to the bed and banks of Grand River incident to the ownership of the above described land.

THAT the facts and conditions of title alleged and plead in petitioner's petition are tantamount, so far as affects petitioner and its necessities, to a refusal on defendant's part to grand and convey said real estate.

AND THAT such commissioners ought to be appointed.

IT IS, THEREFORE, ORDERED THAT DAN BISHOP, ED SOPH, and HUGH RATCLIFF, they being disinterested freeholders, selected by me from the regular jury list for the Northern District of Oklahoma, and not interested in any like question, be, and they are appointed as commissioners to be sworn to perform their duties justly and impartially, according to law, to inspect each tract of said real estate separately, and consider the injury which the owner or owners of each separate tract of real estate above described may sustain by reason of the taking and appropriation and acquisition by petitioner of the absolute, entire and unencumbered fee simple title of each of said tracts of real estate, and assess the damages which said owner or owners will sustain, directly or indirectly, by such appropriation and acquisition of his, or their, land, irrespective of any improvements proposed.

TRACT NO. 1 (24 SD-D 1370)

Lots 2 and 3, and the $SE\frac{1}{4}$ of $NE\frac{1}{4}$, Sec. 21, T 25 N, R 23 E, containing 94 acres, more or less, Seneca Survey, Delaware County, Oklahoma;

And any and all right, title and interest, in and to the bed and banks of Grand River, incident to the ownership of the above described lands.

TRACT NO. 2 (27 SD-D 1432)

All that part of the $SW\frac{1}{4}$ $NE\frac{1}{4}$ and the $E\frac{1}{2}$ $SE\frac{1}{4}$ of Sec. 17, T 24 N - R 24 E of the Indian Base and Meridian, in Delaware County, Oklahoma, particularly described as follows, to-wit:

TRACT A:

Beginning at the SW corner of said $SW\frac{1}{4}$ $NE\frac{1}{4}$, thence N. $0^{\circ} 32' W.$ along the West boundary of said $SW\frac{1}{4}$ $NE\frac{1}{4}$ a distance of 718.4 feet to a point 612.4 feet South of the NW corner thereof; thence S. $59^{\circ} 02' E.$ 107.6 feet; thence S. $65^{\circ} 06' E.$ 147.5 feet; thence S. $72^{\circ} 42' E.$ 182.2 feet; thence S. $79^{\circ} 12' E.$ 190.7 feet; thence S. $77^{\circ} 49' E.$ 249.4 feet; thence N. $73^{\circ} 37' E.$ 152.5 feet; thence S. $0^{\circ} 06' W.$ 214.3 feet; thence S. $28^{\circ} 56' E.$ 148.2 feet; thence S. $48^{\circ} 02' E.$ 176.8 feet; thence S. $73^{\circ} 31' E.$ 112.2 feet to a point in the South boundary of said $SW\frac{1}{4}$ $NE\frac{1}{4}$ and 43.8 feet West of the SE corner thereof; thence S. $89^{\circ} 40' W.$ along said South boundary a distance of 1281.2 feet to the point of beginning, containing 13.2 acres, more or less.

TRACT B:

Beginning at the NW corner of said $E\frac{1}{2}$ $SE\frac{1}{4}$, thence N. $89^{\circ} 40' E.$ along the North boundary of said $E\frac{1}{2}$ $SE\frac{1}{4}$ a distance of 335.5 feet to a point of 889.6 feet West of the NE corner thereof; thence S. $33^{\circ} 17' W.$ 96.1 feet; thence S. $74^{\circ} 28' W.$ 263.6 feet; thence S. $54^{\circ} 43' W.$ 33.7 feet to a point in the West boundary of said $E\frac{1}{2}$ $SE\frac{1}{4}$ and 2484.4 feet North of the SW corner thereof; thence N. $0^{\circ} 23' W.$ along said West boundary a distance of 168.4 feet to the point of beginning, containing 0.9 acre, more or less.

TRACT C:

Beginning at the SE corner of said $E\frac{1}{2}$ $SE\frac{1}{4}$, thence Westerly along the South boundary of said $E\frac{1}{2}$ $SE\frac{1}{4}$ to the SW corner thereof; thence N. $0^{\circ} 23' W.$ along the West boundary of said $E\frac{1}{2}$ $SE\frac{1}{4}$ a distance of 2195.7 feet to a point 457.0 feet South of the NW corner thereof; thence S. $32^{\circ} 39' E.$ 189.8 feet; thence S. $38^{\circ} 08' E.$ 143.5 feet; thence S. $44^{\circ} 04' E.$ 257.5 feet; thence S. $58^{\circ} 46' E.$ 162.6 feet; thence S. $62^{\circ} 23' E.$ 221.0 feet; thence S. $77^{\circ} 12' E.$ 163.5 feet; thence S. $88^{\circ} 44' E.$ 191.0 feet; thence N. $85^{\circ} 10' E.$ 284.5 feet to a point in the East boundary of said $E\frac{1}{2}$ $SE\frac{1}{4}$ and 1125.7 feet South of the NE corner thereof; thence S. $0^{\circ} 24' E.$ along said East boundary a distance of 1530.3 feet to the point of beginning, containing 49.2 acres, more or less.

The three (3) tracts containing in all 63.3 acres, more or less.

TRACT NO. 3 (23 @B-D 1157
23 @B-D 1164)

The whole of Lot 1, Lot 4, the North 9.70 acres of Lot 5, the $N\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, and a tract of land all lying the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the N $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 10, T 24 N-R 23 E, Delaware County, Oklahoma, more particularly described as follows:

Beginning at the SE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence Westerly along the South boundary of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the SW corner thereof; thence Northerly along the West boundary of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the NW corner thereof, the same being a point in the South boundary of the N $\frac{1}{2}$ NE $\frac{1}{4}$; thence Westerly along the South boundary of the N $\frac{1}{2}$ NE $\frac{1}{4}$ to the SW corner thereof; thence Northerly along the West boundary of the N $\frac{1}{2}$ NE $\frac{1}{4}$ to the NW corner thereof; thence S, 89° 32' E. along the North boundary of the N $\frac{1}{2}$ NE $\frac{1}{4}$ a distance of 287.6 feet; thence S. 24° 21' W. 59.1 feet; thence S. 12° 04' W. 101.5 feet; thence S. 12° 53' E. 125.7 feet; thence S. 22° 28' E. 124.8 feet; thence S. 29° 16' E. 193.0 feet; thence S. 38° 26' E. 197.0 feet; thence S. 62° 49' E. 243.5 feet; thence S. 20° 33' E. 168.5 feet; thence S. 26° 48' E. 187.5 feet; thence S. 51° 22' E. 160.0 feet; thence N. 68° 52' E. 55.0 feet; thence N. 20° 48' E. 99.8 feet; thence N. 6° 31' W. 261.0 feet; thence N. 0° 19' E. 210.0 feet; thence N. 4° 47' E. 401.0 feet; thence N. 40° 04' W. 199.0 feet; thence N. 67° 27' E. 133.4 feet; thence N. 52° 17' E. 93.5 feet to a point in the North boundary of the N $\frac{1}{2}$ NE $\frac{1}{4}$ and 1180.6 feet East of the NW corner thereof; thence S. 89° 32' E. along said North boundary a distance of 693.1 feet; thence S. 40° 09' W. 38.7 feet; thence S. 17° 40' W. 202.0 feet; thence N. 87° 22' E. 195.3 feet; thence S. 72° 48' E. 291.0 feet; thence S. 71° 27' W. 253.7 feet; thence S. 70° 33' W. 89.6 feet; thence S. 60° 40' W. 141.1 feet; thence S. 51° 05' W. 113.8 feet; thence S. 18° 02' W. 143.0 feet; thence S. 14° 14' E. 151.5 feet; thence S. 18° 04' E. 195.0 feet; thence S. 17° 05' E. 179.5 feet; thence S. 69° 40' E. 188.5 feet; thence N. 65° 59' E. 248.5 feet; thence N. 55° 57' E. 121.0 feet; thence N. 51° 50' E. 100.1 feet; thence S. 7° 11' E. 94.5 feet; thence S. 43° 44' E. 84.9 feet; thence N. 60° 29' E. 188.8 feet to a point in the East boundary of the N $\frac{1}{2}$ NE $\frac{1}{4}$ and 249.5 feet North of the SE corner thereof; thence S. 0° 01' W. along the East boundary of the N $\frac{1}{2}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ 526.5 feet; thence S. 6° 37' W. 50.2 feet; thence N. 45° 07' W. 115.9 feet; thence N. 83° 36' W. 71.0 feet; thence S. 87° 30' W. 111.3 feet; thence S. 72° 36' W. 122.5 feet; thence S. 54° 39' W. 142.8 feet; thence S. 27° 02' W. 161.5 feet; thence S. 28° 37' E. 149.0 feet; thence S. 52° 43' E. 81.2 feet; thence S. 85° 23' E. 130.6 feet; thence S. 1° 17' W. 103.0 feet; thence S. 39° 38' E. 145.0 feet; thence S. 89° 58' E. 153.8 feet; thence N. 60° 49' E. 71.1 feet; thence S. 15° 27' W. 74.0 feet; thence S. 5° 35' E. 204.0 feet; thence S. 35° 25' E. 6.1 feet to a point in the East boundary of the SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S. 0° 01' W. along said East boundary a distance of 169.7 feet to the point of beginning, containing 75.5 acres, more or less.

The above described tract containing a total of 169.55 acres;

And any and all right, title and interest in and to the bed and

banks of Grand River, incident to the ownership of the above described land;

AND

A tract of land, all lying in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 11, T 24 N - R 23 E, Delaware County, Oklahoma, more particularly described as follows:

Beginning at the SW corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, thence N. 0° 01' E. along the West boundary of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 832.3 feet; thence S. 35° 25' E. 324.4 feet; thence S. 36° 42' E. 153.0 feet; thence S. 53° 43' E. 369.0 feet; thence S. 39° 46' E. 182.3 feet to a point in the South boundary of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence N. 89° 49' W. along said South boundary a distance of 601.3 feet to the point of beginning, containing 5.7 acres, more or less.

Said Tract No. 3, containing a total of 175.25 acres, more or less.

TRACT NO. 4 (31 GR-D 1633)

All that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 7, T 25 N - R 24 E of the Indian Base and Meridian, Seneca Survey, in Delaware County, Oklahoma, particularly described as follows, to-wit:

Beginning at the NW corner of said S $\frac{1}{2}$ NE $\frac{1}{4}$, thence Southerly along the West boundary of said S $\frac{1}{2}$ NE $\frac{1}{4}$ to the SW corner thereof; thence Easterly along the South boundary of said S $\frac{1}{2}$ NE $\frac{1}{4}$ to the SE corner thereof; thence N. 0° 20' E. along the East boundary of said S $\frac{1}{2}$ NE $\frac{1}{4}$ a distance of 185.4 feet to a point 1138.2 feet South of the NE corner thereof; thence N. 23° 12' W. 288.3 feet; thence N. 3° 03' W. 313.1 feet; thence N. 60° 37' W. 437.4 feet; thence N. 19° 11' W. 363.4 feet to a point in the North boundary of said S $\frac{1}{2}$ NE $\frac{1}{4}$ and 636.7 feet West of the NE corner thereof; thence S. 89° 47' W. along said North boundary a distance of 1996.5 feet to the point of beginning, containing 72.4 acres, more or less.

TRACT NO. 5, (18 GR-d 864)

Lot 1 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 7, T 24 N - R 23 E, Delaware County, Oklahoma, containing 78.40 acres, more or less.

TRACT NO. 6, (18 GR-D 865)

Lot 2 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 7, T 24 N - R 23 E, Delaware County, Oklahoma, containing 78.69 acres, more or less.

TRACT NO. 7 (25 GR-D 1333)

25 GR-D 1359)

NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 24; and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13; all in T 25 N - R 23 E, Delaware County, Oklahoma, containing 80.0 acres, more or less.

AND

Lots 9, 10 and 11, Sec. 23, T 25 N - R 23 E, Delaware County, Oklahoma, containing 72.45 acres, more or less;

AND

Lots 9, 10 and 11, Sec. 23, T 25 N - R 23 E, Delaware County, Oklahoma, containing 72.45 acres, more or less;

And any and all right, title and interest in and to the bed and banks of Grand River, incident to the ownership of the above described land.

Said Tract No. 7, containing a total of 152.45 acres, more or less.

TRACT NO. 8 (22 GR-D 1060)

The whole of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, the SW $\frac{1}{4}$ NW $\frac{1}{4}$, and a tract of land all lying in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 13, T 24 N - R 23 E, Delaware County, Oklahoma, more particularly described as follows:

Beginning at the NE corner of the N E $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, thence S. 0° 07' E. along the East boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 149.0 feet; thence S. 89° 20' W. 123.9 feet; thence S. 44° 20' W. 128.2 feet; thence S. 5° 43' E. 126.8 feet; thence S. 66° 08' W. 37.8 feet; thence S. 4° 08' W. 37.8 feet; thence S. 4° 30' W. 155.3 feet; thence S. 35° 24' E. 73.2 feet; thence S. 80° 11' W. 56.6 feet; thence S. 18° 20' W. 56.5 feet to a point in the South boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ and 279.8 feet West of the SE corner thereof; thence S. 89° 37' W. along said South boundary a distance of 99.5 feet; thence N. 6° 10' W. 111.6 feet; thence N. 13° 53' W. 182.6 feet; thence N. 45° 31' W. 130.2 feet; thence S. 84° 55' W. 134.1 feet to a point in the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence N. 0° 07' W. along said West boundary a distance of 289.6 feet to the NW corner thereof; thence Easterly along the North boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ to the point of beginning, containing 6.2 acres, more or less.

The above described tract containing a total of 55.2 acres, more or less.

TRACT NO. 9 (18 GR-D 855)

A tract of land, all lying the NE $\frac{1}{4}$ NE $\frac{1}{4}$, and the North-east 10 acres of Lot 4, Sec. 7, T 34 N - R 23 E, Delaware County, Oklahoma, more particularly described as follows:

Beginning at the NW corner of the NE 10 acres of Lot 4, thence Westerly along the South boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the SW corner thereof; thence Northerly along the West boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the NW corner thereof; thence Easterly along the North boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the NE corner thereof; thence S. 1° 10' E. along the East boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 171.5 feet; thence S. 24° 51' W. 310.6 feet; thence S. 57° 20' W. 257.1 feet; thence S. 50° 37' W. 145.0 feet; thence S. 55° 19' W. 310.0 feet;

thence S. 33° 51' W. 272.0 feet; thence S. 41° 58' E. 181.0 feet; thence S. 75° 19' E. 384.0 feet; thence N. 79° 41' E. 258.0 feet; thence S. 55° 31' W. 521.5 feet; thence S. 84° 58' W. 81.2 feet to a point in the West boundary of the NE 10 acres of Lot 4; thence N. 1° 10' W. along the West boundary a distance of 239.1 feet to the point of beginning, containing 28.8 acres, more or less.

AND

A tract of land, all lying in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 6, T. 24 N - R 23 E, Delaware County, Oklahoma, more particularly described as follows:

Beginning at the NW corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, thence N. 89° 08' E. along the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 7.8 feet; thence S. 55° 09' E. 189.3 feet; thence S. 64° 07' E. 464.5 feet; thence N. 41° 42' E. 275.4 feet; thence N. 37° 49' E. 148.3 feet to a point in the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and 478.4 feet West of the NE corner thereof; thence N. 89° 08' E. along said North boundary a distance of 17.0 feet; thence S. 47° 30' E. 237.9 feet; thence N. 57° 26' E. 311.2 feet to a point in the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, thence N. 89° 08' E. along said North boundary a distance of 23.7 feet to the NE corner thereof; thence Southerly along the East boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the SE corner thereof; thence Westerly along the South boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the SW corner thereof; thence Northerly along the West boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the point of beginning, containing 36.1 acres, more or less;

Said Tract No. 9, containing a total of 64.9 acres, more or less.

TRACT NO. 10 (23 GR-D 1149)

The whole of Lot 4, the SW $\frac{1}{4}$ NW $\frac{1}{4}$, the NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, the E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, and a tract of land all lying in the W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 3, T 24 N - R 23 E, Delaware County, Oklahoma, more particularly described as follows:

Beginning at the SE corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, thence Westerly along the South boundary of the W $\frac{1}{2}$ NE $\frac{1}{4}$ to the SW corner thereof; thence Northerly along the West boundary of the W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the NW corner thereof; thence Easterly along the North boundary of the W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the NE corner thereof; thence S. 0° 08' W. along the East boundary of the W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 154.2 feet; thence S. 59° 31' W. 55.6 feet; thence S. 12° 21' W. 117 feet; thence S. 17° 10' E. 243.9 feet to a point in the East boundary of the W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, thence S. 0° 08' W. along said East boundary a distance of 790.9 feet to the point of beginning, containing 19.5 acres, more or less;

The above described tract containing a total of 137.1 acres, more or less.

TRACT NO. 11 (20 GR-D 1019
25 GR-D 1355)

A tract of land all in the E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the E. 38 rods of the W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 21, T 25 N - R 23 E, Cherokee Survey, Delaware County, Oklahoma, described more particularly as follows:

Beginning the SW corner of E 38 rods of the W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, thence Easterly along the South boundary of E. 38 rods of W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the SE corner of E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence Northerly along the East boundary of said E $\frac{1}{2}$ to a point 460.4 feet south of the NE corner thereof; thence N. 78° 28.5' W. 27.0 feet; thence N. 88° 46' W. 132.4 feet; thence S. 9° 45' W. 124.2 feet; thence S. 18° 35' E. 202.4 feet; thence S. 26° 52' W. 275.7 feet; thence N. 49° 22.5' W. 431.7 feet; thence N. 68° 17.5' W. 403.7 feet; thence N. 49° 34.5' W. 302.7 feet; thence N. 25° 37' W. 263.1 feet to a point in the North boundary of E. 38 rods of W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence Westerly along said North boundary to the NW corner of said E. 38 rods of W $\frac{1}{2}$; thence Southerly along the West boundary of said E. 38 rods of the W $\frac{1}{2}$ to the point of beginning, containing 23.2 acres, more or less.

AND

All the following described land situated in Delaware County, Oklahoma, to-wit:

The North 23.47 feet of Lot 8 of Sec. 22, and that part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, particularly described as follows, to-wit:

Beginning at the Ne corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence Westerly along the North boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to a point 371.0 feet East of the NW corner thereof; thence S. 33° 08' E. 104.6 feet; thence S. 40° 27.5' W. 119.7 feet; thence N. 71° 26' W. 268.6 feet; thence S. 14° 16' W. 377.1 feet to a point in the West boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence Southerly along said West boundary to the SW corner thereof; thence Easterly along the South boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the SE corner thereof; thence Northerly along the East boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the point of beginning, containing 38.38 acres, more or less;

All in T 25 N - R 23 E of the Indian Base and Meridian, Cherokee Survey, the whole tract containing in all 61.85 acres, more or less;

And any and all right, title and interest in and to the bed and banks of Grand River, incident to the ownership of the above described land.

Said Tract No. 11, containing a total of 85.05 acres, more or less.

TRACT NO. 12 (GR-D 734)

All that certain tract of land situated in Delaware County, Oklahoma, described as follows, to-wit:

W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 16, T 24 N - R 23 E of the Indian Base and Meridian, containing 80.0 acres, more or less.

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THAT the facts and conditions of title alleged and plead in petitioner's petition are tantamount, so far as affects petitioner and its necessities, to a refusal on defendants' part to grand and convey said real estate.

AND THAT such Commissioners ought to be appointed.

IT IS, THEREFORE ORDERED THAT DAN BISHOP, ED SOPH, and HUGH RATCLIFF, they being disinterested freeholders selected by me from the regular jury list for the Northern District of Oklahoma, and not interested in any like question, be, and they are, hereby appointed as commissioners to be sworn to perform their duties justly and impartially, according to law, to inspect each tract of said real estate separately, and consider the injury which the owner or owners of each separate tract of real estate above described may sustain by reason of the taking and appropriation and acquisition by petitioner of the absolute, entire and unencumbered fee simple title of each of said tracts of real estate, and assess the damages which said owner or owners will sustain, directly or indirectly, by such appropriation and acquisition of his, or their, land, irrespective of any improvements proposed.

Said Commissioners will forthwith file their report in writing with the Clerk of this Court, setting forth the quantities and value of each of the above tracts of land, separately and individually, and assess the injury and damages to be sustained, directly or indirectly, by the owner or owners thereof, as above directed.

Before commencing their duties, each of said Commissioners will take and subscribe to an oath before the Clerk of this Court to perform their duties justly and impartially.

IT IS FURTHER ORDERED that the Marshall for the Northern District of Oklahoma immediately summon said commissioners to the performance of their duties by reporting to the Clerk of this Court on the 26th day of September, 1939, taking the oath, and receiving instructions, each summons to be made by delivering to each of them a certified copy of this order.

WITNESS my hand and the seal of this Court this 22d day of Sept., 1939.

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

ENDORSED: Filed Sep 22 1939
H. P. Warfield, Clerk
U. S. District Court E

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

Grand River Dam Authority,)
a public corporation,) Petitioner,)
) No. 232 Civil
-vs-)
)
Lawford L. Browning, et al.,) Defendants.)

ORDER APPOINTING COMMISSIONERS

Now on this 22d day of September, 1939, comes on for hearing petitioner's application, as embodied in its petition for condemnation, for an order appointing commissioners to ascertain the injury and assess the damages sustained by the above named defendants by the appropriation of their lands for the uses and purposes set out and described in said petition.

SPECIAL MARCH 1939 TERM

TULSA, OKLAHOMA

FRIDAY, SEPTEMBER 22, 1939

The Court having examined the files in said cause and being well and sufficiently advised in the premises, finds:

THAT Notice of hearing said application has been given in the manner and form, for the length of time, and in all respects as required by law.

THAT petitioner is a public corporation organized under laws of the State of Oklahoma for the uses and purposes and to perform the duties and functions as alleged in its petition and it is necessary that it acquire, and it has the right to acquire, the absolute, unencumbered, entire fee simple title of the real estate described in said petition for the purposes therein stated.

THAT the real estate to be appropriated, the fee simple title to which petitioner must acquire in this action, is the following, situated in the County of Delaware and the County of Ottawa, State of Oklahoma, to-wit:

TRACT NO. 1 (18 GR-D 842
23 GR-D 1151)

All that certain tract of land situated in Delaware County, Oklahoma, described as follows, to-wit:

Lot 7 and the East 18.4 acres of Lot 6, of Sec. 4, T 24 N - R 23 E of the Indian Base and Meridian, containing 45.70 acres, more or less.

And any and all right, title and interest in and to the bed and banks of Grand River, incident to the ownership of the above described lands;

AND

SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ and S. 6.40 acres of Lot 5, and the NW 6.60 acres of Lot 5, Section 3, T 24 N - R 23 E of the Indian Base and Meridian, Delaware County, Oklahoma, containing 23.0 acres, more or less;

And any and all right, title and interest in and to the bed and banks of Grand River, incident to the ownership of the above described lands:

SAID TRACT NO. 1, containing a total of 68.70 acres, more or less.

TRACT NO. 2 (25 GR-D 1363)

NW $\frac{1}{4}$ NE $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ and Lot 11, Sec. 24, T 25 N - R 23 E of the Indian Base and Meridian, Cherokee Survey, Delaware County, Oklahoma, containing 100.33 acres, more or less;

And any and all right title and interest in and to the bed and banks of Grand River, incident to the ownership of the above described lands;

SAID TRACT NO. 2, containing a total of 100.33 acres, more or less.

TRACT NO. 3 (23 GR-D 1125)

A tract of land all lying in Lot 1, Lot 2, Lot 3, S. 20 acres of Lot 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 1, T 24 N - R 23 E, Delaware County, Oklahoma, more particularly described as follows:

Beginning at the NE corner of the S. 20 acres of Lot 4, thence S. 89° 46' W. along the North boundary of South 20 acres of Lot 4 a distance of 765.4 feet; thence S. 38° 44' E. 137.8 feet; thence S. 27° 27' E. 397.2 feet; thence S. 4° 20' E. 475.0 feet; thence S. 2° 32' E. 469.8 feet; thence N. 32° 28' E. 60.0 feet; thence N. 34° 43' E. 250.9 feet; thence N. 43° 38' E. 205.6 feet; thence N. 64° 20' E. 166.4 feet; thence N. 86° 42' E. 203.2 feet; thence S. 72° 07' E. 427.3 feet; thence S. 73° 21' E. 576.7 feet; thence S. 72° 18' E. 594.1 feet; thence S. 72° 15' E. 446.3 feet; thence S. 23° 29' W. 249.1 feet; thence N. 77° 29' E. 252.0 feet; thence S. 6° 45' E. 150.0 feet; thence N. 44° 20' E. 185.4 feet; thence N. 71° 23' E. 228.6 feet; thence S. 62° 35' E. 222.0 feet; thence N. 59° 57' E. 429.8 feet; to a point in the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence N. 0° 30' E. along said East boundary a distance of 172.9 feet to the NE corner thereof; thence Westerly along the North boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the NW corner thereof; thence Northerly along the East boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the NE corner thereof; thence Easterly along the South boundary of Lot 1 to the SE corner thereof; thence N. 0° 31' E. along the East boundary of Lot 1 a distance of 1314.1 feet; thence S. 54° 37' W. 24.2 feet; thence N. 42° 13' W. 282.9 feet; thence N. 10° 22' E. 31.7 feet to a point in the North boundary of Lot 1 and 206.3 feet West of the NE corner thereof; thence S. 89° 55' W. along said North boundary a distance of 430.0 feet; thence S. 13° 05' E. 30.8 feet; thence S. 1° 07' W. 522.8 feet; thence S. 63° 33' W. 79.6 feet; thence N. 65° 14' W. 145.7 feet; thence N. 65° 59' W. 202.3 feet; thence N. 82° 28' W. 220.8 feet; thence N. 81° 07' W. 25.8 feet; thence N. 45° 20' W. 303.7 feet; thence N. 57° 36' W. 308.3 feet; thence N. 0° 56' E. 31.1 feet to a point in the North boundary of Lot 2 and 1747.7 feet West of the NE corner of Section 1; thence S. 89° 55' W. along the North boundary of Lot 2 and Lot 3 and to the NW corner of Lot 3; thence Southerly along the West boundary of Lot 3 to the point of beginning, less 6.83 acres Arkansas & Oklahoma R. R. right-of-way, containing 185.67 acres, more or less, and any and all reversionary interest in and to said right-of-way of the Arkansas & Oklahoma Railroad;

SAID TRACT NO. 3, containing a total of 185.67 acres, more or less;

TRACT NO. 4 (31 GR-D 51
31 GR-D 1639)

All that part of the SE $\frac{1}{4}$ of Sec. 5, T 25 N - R 24 E of the Indian Base and Meridian, Quapaw Survey, in Ottawa County, Oklahoma, particularly described as follows, to-wit:

Beginning the SE corner of said SE $\frac{1}{4}$, thence N. 89° 43' W. along the South boundary of said SE $\frac{1}{4}$ a distance of 1231.2 feet to a point 1397.0 feet East of the SW corner thereof; thence N. 73° 29' E. 181.0 feet; thence S. 88° 46' E. 299.6 feet; thence N. 31° 39' E. 318.5 feet; thence N. 2° 56' W. 156.0 feet; thence S. 20° 24' E. 163.9 feet; thence S. 4° 16' E. 183.5 feet; thence N. 75° 18' E. 182.9 feet; thence N. 41° 15' E. 134.2 feet; thence S. 74° 37' E. 264.5 feet; thence N. 69° 03' E. 30.0 feet to a point in the East boundary of

said SE $\frac{1}{4}$; thence S. 0° 17' W. along said East boundary a distance of 222.0 feet to the point of beginning, containing 4.2 acres, more or less;

AND

All that part of the NE $\frac{1}{4}$ and the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 8, T 25 N - R 24 E of the Indian Base and Meridian, Seneca Survey, in Delaware County, Oklahoma, particularly described as follows, to-wit:

Beginning at the SE corner of said NE $\frac{1}{4}$; thence Northerly along the East boundary of said NE $\frac{1}{4}$ to the NE corner thereof; thence N. 89° 43' W. along the North boundary of said NE $\frac{1}{4}$, a distance of 1626.5 feet to a point 1001.6 feet East of the NW corner thereof; thence S. 0° 27' W. 119.4 feet; thence S. 27° 25' W. 310.5 feet; thence S. 26° 20' W. 636.8 feet; thence S. 30° 13' W. 252.5 feet; thence S. 53° 47' W. 331.6 feet; thence N. 68° 06' W. 67.4 feet; thence N. 2° 23' W. 515.0 feet; thence N. 4° 07' W. 607.2 feet; thence N. 8° 48' W. 243.9 feet to a point in the North boundary of said NE $\frac{1}{4}$ and 15.8 feet East of the NW corner thereof; thence N. 89° 43' W. along the North boundary of said NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ a distance of 86.1 feet to a point in the North boundary of said E $\frac{1}{2}$ NW $\frac{1}{4}$ and 1217.2 feet East of the NW corner thereof; thence S. 11° 24' W. 13.2 feet; thence S. 2° 25' W. 260.0 feet; thence S. 0° 26' E. 272.6 feet; thence S. 8° 12' W. 78.9 feet; thence S. 7° 44' E. 171.6 feet; thence S. 12° 00' W. 539.8 feet; thence S. 1° 12' E. 164.3 feet; thence S. 20° 46' W. 575.3 feet; thence S. 17° 19' W. 647.0 feet; to a point in the South boundary of said E $\frac{1}{2}$ NW $\frac{1}{4}$ and 720.8 feet East of the SW corner thereof; thence S. 89° 35' E. along the South boundary of said E $\frac{1}{2}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ a distance of 3191.3 feet; to the point of beginning, containing 154.9 acres, more or less;

SAID TRACT NO. 4, containing a total of 159.1 acres, more or less.

TRACT NO. 5, (23 GR-D 1126
24 GR-D 1264)

A tract of land, all lying in the N. 27.34 acres of Lot 4, Sec. 1, T 24 N - R 23 E, Delaware County, Oklahoma, more particularly described as follows:

Beginning at the NE corner of the North 27.34 acres of Lot 4, thence Westerly along the North boundary of the North 27.34 acres of Lot 4 to the NW corner thereof; thence S. 0° 23' W. along the West boundary of the North 27.34 acres of Lot 4 a distance of 358.8 feet; thence S. 51° 12' E. 14.0 feet; thence S. 50° 28' E. 149.9 feet; thence S. 46° 21' E. 171.6 feet; thence S. 46° 15' E. 265.1 feet; thence S. 38° 44' E. 196.6 feet to a point in the South boundary of the North 27.34 acres of Lot 4; thence N. 89° 46' E. along said South boundary a distance of 765.4 feet to the SE corner thereof; thence Northerly along the East boundary of the North 27.34 acres of Lot 4 to the point of beginning, containing 23.5 acres more or less;

AND

A tract of land, all in the $N\frac{1}{2}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 35, T 25 N - R 23 E, Delaware County, Oklahoma, more particularly described as follows:

Beginning at the NW corner of the $N\frac{1}{2}$ SW $\frac{1}{4}$, thence Easterly along the North boundary of the $N\frac{1}{2}$ SW $\frac{1}{4}$ to the NE corner thereof; thence Southerly along the East boundary of the $N\frac{1}{2}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ to SE corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N. 89° 59' W. along the South boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 664.3 feet; thence N. 37° 30' E. 141.2 feet; thence N. 3° 06' W. 220.7 feet; thence N. 31° 48' W. 199.8 feet; thence N. 27° 32' W. 55.0 feet; thence N. 38° 24' W. 302.6 feet; thence N. 55° 11' W. 407.5 feet; thence N. 66° 04' W. 59.0 feet; thence S. 82° 02' W. 22.4 feet to a point in the West boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N. 0° 03' W. along said West boundary a distance of 279.0 feet to the NW corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N. 89° 59' W. along the South boundary of the $N\frac{1}{2}$ SW $\frac{1}{4}$ a distance of 393.0 feet; thence N. 50° 13' E. 12.2 feet; thence N. 3° 03' W. 84.7 feet; thence N. 39° 33' W. 290.8 feet; thence N. 52° 14' W. 235.1 feet; thence N. 63° 51' W. 128.2 feet; thence N. 60° 34' W. 206.8 feet; thence N. 64° 14' W. 273.4 feet; thence N. 57° 31' W. 10.5 feet; thence N. 69° 08' W. 9.4 feet to a point in the West boundary of the $N\frac{1}{2}$ SW $\frac{1}{4}$; thence N. 0° 02' W. along said West boundary a distance of 573.8 feet to the point of beginning, less 2.0 acres in the $N\frac{1}{2}$ SW $\frac{1}{4}$ reserved for cemetery;

the whole tract containing in all 94.5 acres, more or less;

SAID TRACT NO. 5, containing a total of 118.0 acres, more or less.

TRACT NO. 6 (25 GR-D 1352)

A tract of land, all in the S $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 15, T 25 N - R 23 E, Cherokee Survey, Delaware County, Oklahoma, more particularly described as follows:

Beginning at a point in the South boundary of S $\frac{1}{2}$ SW $\frac{1}{4}$ and 372.2 feet East of the SW corner thereof, thence N. 25° 03' W. 64.7 feet; thence N. 16° 0' W. 353.4 feet; thence N. 9° 07' E. 115.6 feet; thence N. 50° 35' E. 137.5 feet; thence N. 56° 57' E. 132.7 feet; thence N. 19° 35' W. 80.0 feet; thence N. 54° 58' W. 253.8 feet; thence N. 71° 47' W. 261.8 feet to a point in the West boundary of S $\frac{1}{2}$ SW $\frac{1}{4}$; thence N. 0° 02' W. along said West boundary a distance of 348.1 feet to the NW corner of S $\frac{1}{2}$ SW $\frac{1}{4}$; thence Easterly along the North boundary of S $\frac{1}{2}$ SW $\frac{1}{4}$ to the NE corner thereof; thence S. 0° 02' E. along the East boundary of S $\frac{1}{2}$ SW $\frac{1}{4}$ a distance of 430.2 feet; thence S. 14° 01' W. 72.6 feet; thence S. 43° 26' W. 426.9 feet; thence S. 23° 12' W. 556.0 feet to a point in the South boundary of S $\frac{1}{2}$ SW $\frac{1}{4}$; thence Easterly along said South boundary 302.1 feet; thence N. 20° 03' E. 239.4 feet; thence N. 27° 45' E. 188.8 feet; thence N. 17° 40' E. 191.3 feet to a point in the East boundary of S $\frac{1}{2}$ SW $\frac{1}{4}$; thence S. 0° 02' E. along said East boundary 574.6 feet to the SE corner of S $\frac{1}{2}$ SW $\frac{1}{4}$; thence Westerly along the South boundary of S $\frac{1}{2}$ SW $\frac{1}{4}$ a distance of 2261.4 feet; to the point of beginning, containing 68.4 acres, more or less;

SAID TRACT NO. 6, containing a total of 68.4 acres, more or less.

TRACT NO. 7 (24GR-D 1236
24 GR-D 1270)

$N\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, $N\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, Lot 1 and Lot 2, less the NW 5 acres, Sec. 27, T 25 N - R 23 E of the Indian Base and Meridian, Cherokee Survey, Delaware County, Oklahoma, containing 76.68 acres, more or less;

A tract of land, all lying in the $W\frac{1}{2}$ of Lot 4 and the $W\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 26, T 25 N - R 23 E, Cherokee Survey, Delaware County, Oklahoma, more particularly described as follows:

Beginning at the SW corner of the $W\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, thence Easterly along the South boundary of the $W\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the SE corner thereof; thence N. $0^{\circ} 02' W.$ along the East boundary of $W\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ 9.4 feet; thence N. $82^{\circ} 16' W.$ 0.9 feet; thence N. $36^{\circ} 21' W.$ 18.5 feet; thence N. $42^{\circ} 40' W.$ 234.1 feet; thence N. $82^{\circ} 11' W.$ 224.5 feet; thence N. $86^{\circ} 22' W.$ 148.1 feet; thence N. $35^{\circ} 56' W.$ 209.7 feet; thence N. $16^{\circ} 16' E.$ 341.4 feet; thence N. $33^{\circ} 39' E.$ 403.6 feet; thence S. $79^{\circ} 37' E.$ 198.8 feet; thence N. $14^{\circ} 14' E.$ 484.9 feet; thence N. $38^{\circ} 46' E.$ 26.5 feet; thence N. $36^{\circ} 38' E.$ 12.0 feet; thence N. $52^{\circ} 19' E.$ 3.1 feet to a point in the East boundary of the $W\frac{1}{2}$ of Lot 4; thence N. $0^{\circ} 02' W.$ along said East boundary a distance of 457.4 feet; thence N. $87^{\circ} 41' W.$ 374.5 feet to a point in the North boundary of the $W\frac{1}{2}$ of Lot 4; thence S. $89^{\circ} 39' W.$ along the North boundary of the $W\frac{1}{2}$ of Lot 4 a distance of 285.8 feet to the NW corner thereof; thence Southerly along the West boundary of the $W\frac{1}{2}$ of Lot 4 and the $W\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the point of beginning, containing 18.5 acres, more or less;

AND

All that certain tract of land situated in T 25 N - R 23 E of the Indian Base and Meridian, in Delaware County, Oklahoma, particularly described as follows, to-wit:

The SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35, less 3.33 acres Arkansas & Oklahoma R. R. right-of-way, containing 36.67 acres, more or less, and any and all reversionary interest in and to the right-of-way of said Arkansas & Oklahoma R. R.;

SAID TRACT NO. 7, containing a total of 131.85 acres, more or less.

THAT the facts and conditions of title alleged and plead in petitioner's petition are tantamount, so far as affects petitioner and its necessities, to a refusal on defendants' part to grant and convey said real estate.

AND THAT such commissioners ought to be appointed.

IT IS, THEREFORE, ORDERED THAT DAN BISHOP, ED SOPH, and HUGH RATCLIFF, they being disinterested freeholders, selected by me from the regular jury list for the Northern District of Oklahoma, and not interested in any like question, be, and they are appointed as commissioners to

be sworn to perform their duties justly and impartially, according to law, to inspect each tract of said real estate separately, and consider the injury which the owner or owners of each separate tract of real estate above described may sustain by reason of the taking and appropriation and acquisition by petitioner of the absolute, entire and unencumbered fee simple title of each of said tracts of real estate, and assess the damages which said owner or owners will sustain, directly or indirectly, by such appropriation and acquisition of his, or their, land, irrespective of any improvements proposed.

Said Commissioners will forthwith file their report in writing with the Clerk of this court, setting forth the quantities and value of each of the above tracts of land, separately and individually, and assess the injury and damages to be sustained, directly or indirectly, by the owner or owners thereof, as above directed.

Before commencing their duties, each of said Commissioners will take and subscribe to an oath before the Clerk of this Court to perform their duties justly and impartially.

IT IS FURTHER ORDERED that the Marshall for the Northern District of Oklahoma immediately summon said commissioners to the performance of their duties by reporting to the Clerk of this Court on the 26th day of September 1939, taking the oath, and receiving instructions, such summons to be made by delivering to each of them a certified copy of this order.

WITNESS my hand and the seal of this Court this 22d day of September, 1939.

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

ENDORSED: Filed Sep 22 1939
H. P. Warfield, Clerk
U. S. District Court H

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

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

ORDER AUTHORIZING TRUSTEE TO SELL REAL
ESTATE

On this 22nd day of September, 1939, upon the application of J. H. McBirney, Successor Trustee, for authority to sell real estate; and it appearing that among the assets coming into the hands of said trustee was a note executed by Mohawk Investment Company, a corporation, for the principal sum of Twenty Five Thousand Dollars (\$25,000.00), secured by a first real estate mortgage covering the lands hereinafter described; that because of the inability of the trustee to collect said note, he instituted cause No. 58515 in the District Court of Tulsa County,

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Oklahoma, and recovered judgment upon said note and for the foreclosure of said real estate mortgage on June 27, 1936; that at the time of the execution of said mortgage the land securing said note was described by metes and bounds, and after the execution of said note and mortgage, but prior to the acquisition of said note and mortgage by the said J. H. McBirney, Successor Trustee, the said Mohawk Investment Company filed its said plat, platting said lands into lots and blocks, and sold some of said lots, and the Exchange National Company, prior to the said trustee acquiring said note and mortgage, released said mortgage insofar as it pertained to specific lots; that upon appropriate proceedings therefor the said remaining lands were sold by the Sheriff of Tulsa County, and the same were purchased by the said J. H. McBirney, Successor Trustee, he bidding the sum of Nine Thousand Dollars (\$9,000.00) therefor, which said sum was credited upon the said judgment of Twenty Five Thousand Dollars (\$25,000.00), plus interest in the amount of Five Thousand Seven Hundred Thirty Three & 42/100 Dollars (\$5,733.42) to the date of judgment, less the sum of Four Hundred Eighty Two & 73/100 Dollars (\$482.73) and plus the sum of Two Thousand Five Hundred Dollars (\$2,500.00) as attorney's fees.

The court further finds that the said lands hereinafter described is subject to an oil lease, and that the said trustee has been obtaining royalties thereunder; that the royalties have been small and the said lands are not profitable from an oil return standpoint.

The court further finds that the said trustee has endeavored to sell said real estate, but has not been able to obtain any offers or bids therefor; that said trust is in liquidation and that it is to the best interest of the said trust and its beneficiaries to sell the assets of said trust.

The court further finds that the said trustee has an offer from Bowers Realty Corporation, Charles B. Peters, President, for the purchase of said real estate for the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), payable One Thousand Dollars (\$1,000.00) in cash; Seven Hundred Fifty Dollars (\$750.00) December 15, 1939; Two Thousand Eight Hundred Seventy Five Dollars (\$2,875.00) December 15, 1940, and Two Thousand Eight Hundred Seventy Five Dollars (\$2,875.00) December 15, 1941, said deferred payments to bear interest at the rate of five per cent (5%) per annum from date, but the said purchaser to have the right to pay and discharge the entire obligation at any time, said deferred payments to be secured by a first and prior real estate mortgage covering the said lands, but the purchaser to have the privilege of having the said mortgage released insofar as it covers any lot constituting a portion of said land upon payment of the sum of Fifty Dollars (\$50.00) per lot; said Fifty Dollar (\$50.00) payments to be applied as credits, first on the Seven Hundred Fifty Dollar (\$750.00) note until the same shall have been fully paid, and thereafter to be applied as credits upon the note maturing on December 15, 1940, until said notes shall have been fully paid, and thereafter to be applied upon the remaining indebtedness, and further finds that said notes evidencing said payments are to bear the personal endorsements of Charles B. Peters.

The Court further finds that the said offer requires the said trustee to execute and deliver his trustee's special warranty deed, transferring and conveying the lots and properties hereinafter described, to the purchaser, as well as to execute and deliver a trustee's quitclaim deed, transferring and quitclaiming to the said purchaser all of the interest of the said trustee, and the said trust estate, in and to the lands as described in said mortgage, by metes and bounds, less lots theretofore conveyed from said parcel of land, as well as to use his best efforts to obtain a quitclaim deed from Mohawk Investment Company, quitclaiming all of the interest of the Mohawk Investment Company in and to the said lands as described in said mortgage by metes and bounds, less lots therefore conveyed by said Mohawk Investment Company from said parcel of land.

The court further finds that the offer of Bowers Realty Corporation, a corporation, is the highest and best offer the said trustee has had for the purchase of said real estate, and that the sale of said real estate for said price and upon said terms has been recommended by said trustee.

The court further finds that the Advisory Committee appointed by this court, upon whom notice of proposed sales of real estate shall be made, have been duly notified of said offer of Bowers Realty Corporation, and that said Committee have duly considered said offer and have

approved the same, and have recommended that the said trustee sell said real estate for said consideration and upon said terms.

The court finds that it is to the best interest of the said trust estate to sell said real estate for said consideration and upon said terms, and for other good cause.

IT IS ORDERED that J. H. McBirney, Successor Trustee, be and he is hereby authorized and empowered to sell to Bowers Realty Corporation the following described real estate, to-wit:

Lots One (1) to Twenty-Seven (27), both inclusive, Block One (1) Devonshire Place Addition to the City of Tulsa, Tulsa County, Oklahoma,

Lots One (1) to Nine (9), both inclusive, Block Two (2), Devonshire Place Addition to the City of Tulsa, Tulsa County, Oklahoma,

Lots One (1) to Five (5), both inclusive, Block Three (3) Devonshire Place Addition to the City of Tulsa, Tulsa County, Oklahoma,

Lots One (1) to Fifteen (15), both inclusive, Block Four (4), Devonshire Place Addition to the City of Tulsa, Tulsa County, Oklahoma,

Lots One (1) to Three (3), both inclusive, Block Five (5) Devonshire Place Addition to the City of Tulsa, Tulsa County, Oklahoma,

Lots One (1) to Eighteen (18), both inclusive, Block Six (6), Devonshire Place Addition to the City of Tulsa, Tulsa County, Oklahoma,

Lots Two (2) to Nineteen (19), both inclusive, Block Seven (7), Devonshire Place Addition to the City of Tulsa, Tulsa County, Oklahoma,

Lots One (1) to Twenty-four (24), both inclusive, Block Eight (8) Devonshire Place Addition to the City of Tulsa, Tulsa County, Oklahoma,

Lots One (1) to Twenty-four (24), both inclusive, Block Nine (9) Devonshire Place, Addition to the City of Tulsa, Tulsa County, Oklahoma,

Lots One (1) to Twenty-five (25) both inclusive, Block Ten (10), Devonshire Place Addition to the City of Tulsa, Tulsa County, Oklahoma,

Lots One (1) to Twenty-one (21), both inclusive, Block Eleven (11), Devonshire Place Addition to the City of Tulsa, Tulsa County, Oklahoma,

Lots One (1) to Seventeen (17), both inclusive, and Lot Twenty (20), Block Twelve (12), Devonshire Place Addition to the City of Tulsa, Tulsa County, Oklahoma,

Lot One (1) and Lots Four (4) to Eighteen (18), both inclusive, and Lots Twenty (20) and Twenty-one (21), Block Thirteen (13), Devonshire Place Addition to the City of Tulsa, Tulsa County, Oklahoma,

for the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), payable as follows, to-wit:

One Thousand Dollars (\$1,000.00), in cash,

Seven Hundred Fifty Dollars (\$750.00) December 15, 1939,

Two Thousand Eight Hundred Seventy Five Dollars (\$2,875.00) December 15, 1940,

Two Thousand Eight Hundred Seventy-five Dollars (\$2,875.00) December 15, 1941.

IT IS FURTHER ORDERED that J. H. McBirney, Successor Trustee, execute and deliver a trustee's special warranty deed, transferring and conveying the above described real estate to Bowers Realty Corporation, upon payment of One Thousand Dollars (\$1,000.00) and execution and delivery by said Bowers Realty Corporation of notes as follows:

Principal, Seven Hundred Fifty Dollars (\$750.00), due on or before December 15, 1939,

Principal, Two Thousand Eight Hundred Seventy Five Dollars (\$2,875.00) due on or before December 15, 1940,

Principal, Two Thousand Eight Hundred Seventy Five Dollars (\$2,875.00) due on or before December 15, 1941,

said notes to bear interest at the rate of five per cent (5%) per annum, and to be secured by a first and prior real estate mortgage covering the lands above described, said Bowers Realty Corporation to have the privilege of paying the entire obligation at any time and to have the privilege of obtaining the release of said mortgage insofar as the same covers any lot above described, upon payment of Fifty Dollars (\$50.00) per lot, and said Fifty Dollar payments to be credited first upon the Seven Hundred Fifty Dollar (\$750.00) note until the same is fully paid and discharged, and thereafter to be applied as a credit upon the note maturing December 15, 1940, until the same shall have been fully paid and discharged, and thereafter to be applied as a credit upon the remaining indebtedness, and that said trustee execute and deliver a quitclaim deed transferring and quitclaiming all of the right, interest and ownership of the said trustee, and the said trust estate, in and to the lands described in said mortgage, by metes and bounds, less all lots theretofore sold from said parcel of land, and that said trustee exert his best efforts to obtain, without paying any consideration therefor, a quitclaim deed from the former officers and directors of Mohawk Investment Company, quitclaiming all of the interest of the said Mohawk Investment Company in and to the said lands described in said mortgage, by metes and bounds, less any lots theretofore sold and conveyed by said Mohawk Investment Company.

IT IS FURTHER ORDERED that the sale of the said lands and lots above described, by J. H. McBirney, Successor Trustee, to Bowers Realty Corporation, for the consideration above described, be and the same is hereby ratified and approved.

F. E. KENNAMER

ENDORSED: Filed Sep 22 1939
H. P. Warfield, Clerk
U. S. District Court H

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

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

ORDER AUTHORIZING TRUSTEE TO SELL REAL ESTATE

On this 22nd day of September, 1939, upon the application of J. H. McBirney, Successor Trustee, for authority to sell real estate; and it appearing that among the assets coming

into the hands of the said trustee was a note executed by R. M. McCreery, Oma McCreery and K. M. Vaughn, dated September 16, 1929, for the principal sum of Five Thousand Five Hundred Dollars (\$5,500.00), upon which there was due the principal sum of Four Thousand Seven Hundred Seventy One & 78/100 Dollars (\$4,771.78), which said note was secured by a real estate mortgage covering the lands and premises hereinafter described, and it further appearing that the said trustee instituted cause No. 58391 in the District Court of Tulsa County, Oklahoma, for the recovery of judgment upon said note and for the foreclosure of said real estate mortgage, and that judgment was entered in said cause on the 10th day of July, 1936, for the principal sum of Four Thousand Seven Hundred Seventy One & 78/100 Dollars (\$4,771.78), plus interest in the amount of One Thousand Two Hundred Ninety Two & 47/100 Dollars (\$1,292.47), to the date of judgment, plus the sum of One Thousand & 83/100 Dollars (\$1,000.83) advanced by said trustee for the payment of taxes, and for an attorney's fee of Four Hundred Eighty Five Dollars (\$485.00); that said real estate was sold by the Sheriff of Tulsa County, Oklahoma, under and by virtue of said judgment, and the same was purchased by said trustee for the sum of Three Thousand Dollars (\$3,000.00), which was credited on said judgment, and that the said trustee, J. H. McBirney, is the present owner and holder of the said real estate hereinafter described; and it further appearing that the said real estate has been leased to Palace Office Supply Company, a corporation, at a rental of Fifty Dollars (\$50.00) per month, and that the said Palace Office Supply Company has submitted an offer for the purchase of said real estate, offering therefor the sum of Four Thousand Dollars (\$4,000.00), payable One Thousand Dollars (\$1,000.00) upon delivery of deed, One Thousand Dollars (\$1,000.00) one (1) Year thereafter, One Thousand Dollars (\$1,000.00) two (2) years thereafter, and One Thousand Dollars (\$1,000.00) three (3) years thereafter, said deferred payments to bear interest at the rate of six per cent (6%) per annum, and to be secured by a first and prior mortgage covering said real estate, and that the unpaid taxes levied and assessed against said real estate, as well as the rents therefrom, are to be adjusted as of the time of closing said transaction; and it further appearing that the said trustee has obtained the sum of Three Hundred Eighteen & 35/100 Dollars (\$318.35) as the net amount of rentals from said real estate; and it further appearing that the said real estate has been appraised and its value fixed at the approximate sum bid therefor; and it further appearing that the Advisory Committee, appointed by the court, upon whom notice shall be given of proposed sales of real estate, have been duly notified of said offer and have considered the same and have recommended that the said trustee sell said real estate for said consideration and upon said terms; and it further appearing that said trust is in liquidation and that it is beneficial to the said trust estate and to its beneficiaries to sell said real estate in liquidation of said trust; and it further appearing that C. F. Stotts, a real estate broker in the City of Tulsa, who arranged the sale of said real estate, is entitled to compensation for said services, and that five per cent (5%) of said consideration, or Two Hundred Dollars (\$200.00) is reasonable compensation for said services; and it further appearing that said trustee has recommended the sale of said real estate for said consideration and upon said terms, and for other good cause,

IT IS ORDERED that J. H. McBirney, Successor Trustee, be and he is hereby authorized to sell the following described real estate, to-wit:

The North Two Hundred Three and thirty-seven one hundredths (203.37) feet of the East Half (E $\frac{1}{2}$) of Lot Fifteen (15), in Central Place Sub-division of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6) in Township Nineteen (19) North, Range Thirteen (13) East, according to the recorded plat thereof of said Sub-division, being an addition to the City of Tulsa, Tulsa County, Oklahoma,

to Palace Office Supply Company, a corporation, for the sum of Four Thousand Dollars (\$4,000.00) payable as follows: One Thousand Dollars (\$1,000.00) upon delivery of deed, One Thousand Dollars (\$1,000.00) one (1) year thereafter; One Thousand Dollars (\$1,000.00) two (2) years thereafter, and One Thousand Dollars (\$1,000.00) three (3) years thereafter, said deferred payments to bear interest at the rate of six per cent (6%) per annum, and to be secured by a first

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and prior real estate mortgage covering said premises, and the said trustee is authorized to adjust and pro rate the unpaid taxes levied and assessed against said real estate, as well as the rents therefrom, as of the time of closing said transaction.

IT IS FURTHER ORDERED that J. H. McBirney, Successor Trustee, be and he is hereby authorized to execute and deliver a trustee's special warranty deed, transferring and conveying said real estate to Palace Office Supply Company, a corporation, upon payment to him of said sum of One Thousand Dollars (\$1,000.00) and delivery of notes evidencing an indebtedness of Three Thousand Dollars (\$3,000.00), payable, One Thousand Dollars (\$1,000.00) each year thereafter until said sum of Three Thousand Dollars (\$3,000.00) shall have been paid, said notes to provide for the payment of interest at the rate of six per cent (6%) per annum, and the delivery of said trustee of real estate mortgage covering said real estate above described, and securing the payment of said notes evidencing the indebtedness of Three Thousand Dollars (\$3,000.00).

IT IS FURTHER ORDERED that the sale of the real estate above described, by J. H. McBirney, Successor Trustee, to Palace Office Supply Company, a corporation, be and the same is hereby ratified and approved.

IT IS FURTHER ORDERED that J. H. McBirney, Successor Trustee, be and he is hereby authorized to pay to C. F. Stotts the sum of Two Hundred Dollars (\$200.00) as compensation in full for his said services as real estate broker in arranging the sale of said real estate.

F. E. KENNAMER

United States District Judge.

ENDORSED: Filed Sep 22 1939
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to September 25, 1939

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TULSA, OKLAHOMA

MONDAY, SEPTEMBER 25, 1939

On this 25th day of September, A.D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
John P. Logan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

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

United States of America,	Plaintiff,)
)
vs.		) No. 133 Civil.
)
Board of County Commissioners of Tulsa)
County, State of Oklahoma,	Defendant.)

JOURNAL ENTRY OF JUDGMENT

Now on this 25th day of September, 1939, the above entitled cause having come on for hearing, pursuant to special assignment, on September 20, 1939, plaintiff appearing by Whit Y. Mauzy, United States Attorney for the Northern District of Oklahoma, and Chester A. Brewer, Assistant United States Attorney for said district, and the defendant, Board of County Commissioners of Tulsa County, State of Oklahoma, appearing by John F. Conway, Assistant County Attorney for Tulsa County, Oklahoma; and plaintiff having introduced its testimony and rested, and the defendant having submitted its testimony and rested, and the Court, after hearing the arguments of counsel, and being fully advised in the premises, finds in favor of the plaintiff and against the defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff, United States of America, in its own behalf and in behalf of Rosa B. Mills, nee Lloyd, Cherokee Indian appearing opposite Roll No. 12507, have and recover judgment against the defendant, Board of County Commissioners of Tulsa County, Oklahoma, in the sum of \$6,634.13, together with interest thereon at the rate of 6% per annum from September 20, 1939, until paid, and for the costs of this action, to which judgment of the Court the defendant excepts, and exceptions are allowed.

F. E. KENNAMER
JUDGE

O.K. WHIT Y. MAUZY
Whit Y. Mauzy, United States Attorney

CHESTER A. BREWER
Chester A. Brewer, Assistant United States Attorney
ATTORNEYS FOR PLAINTIFF

DIXIE GILMER CO. ATTY
By John F. Conway, Asst.
ATTORNEY FOR DEFENDANT

ENDORSED: Filed Sep 25 1939
H. P. Warfield, Clerk
U. S. District Court B

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

United States of America, Libelant,

vs.

One 1939 Model Ford V-8 Standard Coupe
Automobile, Motor No. 18-4,966,188 and
approximately 156 gallons of assorted tax-
paid intoxicating liquors seized therein;
James O. (Bud) Watson, George H. Watson, and
the Oklahoma Auto Supply Company, a Corporation,
Claimants.

CIVIL FILE NO. 185

JOURNAL ENTRY OF JUDGMENT

Now on this 25th day of September, 1939, this cause came on to be heard in open court before Honorable Franklin E. Kennamer, Judge presiding, pursuant to regular assignment, Libelant appearing by Whit Y. Mauzy, United States Attorney for the Northern District of Oklahoma and Joe W. Howard, Assistant United States Attorney for said District, Claimants, James O. (Bud) Watson and George H. Watson having failed to file any claims or pleadings herein, make no appearance or claims herein at this time although having personal and reasonable notice of the time and place of this hearing, and the Claimant Oklahoma Auto Supply Company appearing by its attorney R. M. Mountcastle, whereupon Libelant presents its evidence and rests and Claimant Oklahoma Auto Supply Company presents its evidence and rests, and the court being fully advised of the premises, finds that said 1939 Model Ford V-8 Coupe Automobile, Motor No. 18-4,966,188 was lawfully seized from James O. (Bud) Watson and George H. Watson on May 24, 1939 at a point on United States Highway No. 66 about One and One-half (1½) mile Southeast of the City of Miami, Oklahoma, and that said intoxicating liquors were then and there seized while this being unlawfully conveyed in said automobile as alleged in the Libel of Information.

The court further finds that the United States of America is entitled to forfeiture of said intoxicating liquors and is further entitled to a forfeiture of said automobile insofar as the rights, claims and interests of said James O. (Bud) Watson and George H. Watson are concerned.

The court further finds that the claim of said Oklahoma Auto Supply Company should be sustained upon its paying a penalty of One Hundred Dollars (\$100.00) and all storage charges and such fees as are attached against the filing of proceedings by said Claimant incident to the aforesaid forfeiture proceedings.

IT IS, THEREFORE, THE ORDER AND JUDGMENT OF THE COURT that a forfeiture herein be, and the same is hereby allowed as to the said approximate One Hundred Fifty-six (156) gallons of assorted taxpaid intoxicating liquors defined in Libel on file herein, which intoxicating liquors are ordered delivered over to the Secretary of the Treasury of the United States for proper and lawful disposition.

IT IS FURTHER ORDERED AND DECREED BY THE COURT that a forfeiture herein be and the same is hereby allowed as to said automobile insofar as the rights, interests and claims of the said James O. (Bud) Watson and George H. Watson are concerned.

IT IS FURTHER ORDERED AND DECREED BY THE COURT that the claim of said Oklahoma Auto Supply Company be, and the same is hereby sustained, upon its payment of a penalty of One Hundred Dollars (\$100.00), all storage charges and such fees as are attached against the filing

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

I. E. NELSON, ET AL., Plaintiffs,)
vs.) IN EQUITY NO. 1266
SAPULPA GAS COMPANY, ET AL., Defendants.)

O R D E R

Upon application of ROY F. BAILEY, TRUSTEE,

IT IS ORDERED that the claim of ROY F. BAILEY, TRUSTEE, submitted herewith, may be filed with the Clerk of this Court in the above entitled cause,

UPON the delivery of the bonds set forth in claim the Clerk of the Court is authorized to execute a receipt therefor.

MADE AND ENTERED this 25th day of September, 1939.

F. E. KENNAMER
H. S. D. J.

ENDORSED: Filed Sep 25 1939
H. P. Warfield, Clerk
U. S. District Court B

Court adjourned to September 26, 1939

On this 26th day of September, A. D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
John P. Logan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

MISCELLANEOUS - ADMISSION TO BAR.

Now on this 26th day of September, A. D. 1939, it being made satisfactorily to appear that Ad V. Coppedge is qualified for admission to the Bar of the Court, the oath prescribed by law is administered and said attorney is declared admitted to the Bar of the Court.

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

ORDER DIRECTING SPECIAL TERM

It appearing to the Court that certain business can be expedited by calling a Special September Term of Court to be held at Vinita, Oklahoma, beginning on the 28th day of September, 1939, at 9:30 o'clock A.M.

IT IS THEREFORE ORDERED that a Special Term of this Court be held at Vinita, in said District, beginning on the 28th day of September, 1939, for the transaction of any business which might be transacted at a Regular Term, and to continue until adjourned by the Court.

IT IS FURTHER ORDERED that the spreading of this Order upon the Court records shall be deemed sufficient notice of such Special Term.

Dated this 26th day of September, 1939.

F. E. KENNAMER
U. S. DISTRICT JUDGE

ENDORSED: Filed Sep 26 1939
H. P. Warfield, Clerk
U. S. District Court

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

United States of America, Plaintiff,)
)
vs.)
) No. 150 CIVIL
Board of County Commissioners of Tulsa)
County, State of Oklahoma, Defendant.)

JOURNAL ENTRY OF JUDGMENT

Now on this 26th day of September, 1939, the above entitled cause having come on for hearing, pursuant to special assignment, on September 25, 1939, plaintiff appearing by Whit Y. Mauzy, United States Attorney for the Northern District of Oklahoma, and Chester A. Brewer, Assistant United States Attorney for said district, and the defendant, Board of County commissioners of Tulsa County, Oklahoma, appearing by John F. Conway, Assistant County Attorney for Tulsa County, Oklahoma; and plaintiff having introduced its testimony and rested; and the defendant having introduced its testimony and rested; and the Court, after hearing the arguments of counsel, and being fully advised in the premises, finds in favor of the plaintiff and against the defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff, United States of America, in its own behalf, and in behalf of Laura B. Wells, nee Lloyd, Cherokee Indian appearing opposite Roll No. 12506, have and recover judgment against the defendant, Board of County Commissioners of Tulsa County, Oklahoma, in the sum of \$6,190.00, together with interest thereon at the rate of 6% per annum from September 25, 1939, until paid, and for the costs of this

action, to which judgment of the Court defendant excepts, and exceptions are allowed.

F. E. KENNAMER
JUDGE

O.K. WHIT Y. MAUZY
Whit Y. Mauzy, United States Attorney

CHESTER A. BREWER
Chester A. Brewer,
Assistant United States Attorney.
ATTORNEYS FOR PLAINTIFF

JOHN F. CONWAY
Attorney for Defendant.

ENDORSED: Filed Sep 26 1939
H. P. Warfield, Clerk
U. S. District Court B

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

UNITED STATES OF AMERICA, Plaintiff,)
)
vs.)
) No. 252 Civil
SEVENTY (70) POUNDS IMITATION BOLOGNA)
LABELED (STAMPED ON CASING) MAX BRAND)
IMITATION ARTIFICIALLY COLORED U. S. IN-)
SPECTED AND PASSED 17H", Defendant.)

ORDER FOR MONITION

NOW, on this 26th day of September, 1939, there having been filed herein a complaint on behalf of the United States of America against Seventy (70) Pounds of imitation bologna, praying the usual process and monition of this court for an order condemning and forfeiting said article to said plaintiff under provisions of Title 21, U.S.C. Section 342 (A) (1), and it appearing from said complaint that on or about September 6, 1939, said article was shipped to interstate commerce by John Morrell and Company from Topeka, Kansas, delivered to the Tulsa Beef and Provision Company, Tulsa, Oklahoma.

And it further appearing in said complaint that said Seventy (70) Pounds of imitation bologna was in an adulterated condition in violation of Section 342 (A) (1), Title 21, U.S.C., in that it bears or contains added ground glass and should be seized and confiscated in accordance with Section 334, Title 21, U.S.C., and it further appearing that the Tulsa Beef and Provision Company, Tulsa, Oklahoma, claims some interest in said article.

IT IS THEREFORE THE ORDER OF THE COURT that process of this court be duly issued directing the United States Marshal for the Northern District of Oklahoma, to seize and arrest said article, take and safely keep same in his custody until the further order of the court and that he serve such warrant and monition upon all parties known to be interested in said article and particularly, the Tulsa Beef and Provision Company, Tulsa, Oklahoma, commanding them to appear in

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

MARYLAND CASUALTY COMPANY, of
Baltimore, Md., a corp., Plaintiff,
vs.
E. A. KELLEAM, et al., Defendants.

No. 1290 Equity

DECREE

This cause came on for trial pursuant to regular setting June 21st, 1939. Plaintiff appeared by its duly authorized representative, and by its attorneys, W. E. Green, J. C. Farmer and Robert J. Woolsey. The defendants E. A. Kelleam, Nell Southard, R. J. Southard, Jr., and Joe E. Kelleam appeared by their attorney of record, Glenn O. Young, and all other defendants and cross-petitioners appeared by Heber Finch, R. A. Young, Jr., and Fliny S. Frye, their attorneys.

All parties, in open court, announced ready for trial, and the Court ordered same to proceed to trial. Plaintiff introduced its evidence and rested, and the cross-petitioning defendants introduced their evidence and rested. Whereupon the defendants E. A. Kelleam, Nell Southard, R. J. Southard, Jr., and Joe E. Kelleam interposed a demurrer to the evidence and motion for directed verdict in their favor, which said demurrer and motion were taken under advisement, and the Court directed said defendants to proceed with their evidence. At which time and in open court said defendants E. A. Kelleam, Nell Southard, R. J. Southard, Jr. and Joe E. Kelleam announced that they would stand upon their demurrer and motion for judgment and offered no evidence.

WHEREUPON, the Court took the entire cause under advisement, and now on this 30th day of August, 1939, upon consideration of all the evidence and briefs submitted by counsel, decree:

The demurrer and motion for judgment of the defendants E. A. Kelleam, Nell Southard and R. J. Southard, Jr., and Joe E. Kelleam are hereby overruled and denied and exceptions allowed each of said defendants. The requested findings of fact and conclusions of law by said foregoing defendants are refused and denied and exceptions saved, the Court having made its findings of fact and conclusions of law herein.

II.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Maryland Casualty Company, plaintiff in this action, is liable and bound to the extent of the penalty of its bond, to-wit: Twelve Thousand (\$12,000.00) Dollars for the faithful performance by E. A. Kelleam of his duties as Administrator of the estate of Legette D. Kelleam, deceased, and is entitled to exoneration from this liability by having the property in the hands of the Receiver in this action, to-wit:

- Lot 18, Blk. 5, Broadway Addn, Drumright, Okla.,
- Lot 11, Blk. 1, Drumright Addn, " "
- Lot 7, Blk. 2, Belle Vern Addn, Oklahoma City, Okla.,
- Lot 8, Blk 7, Belle Vern Addn, Oklahoma City, Okla.,
- Lot 29, Blk. 7, College Hill Addn, " "
- Lot 30, Blk. 7, College Hill Addn, " "
- 7/16ths Int. Sam Vance lease; SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 6-18-7
Creek County, Ark.
- 1/32nd Overriding royalty interest, Sam Vance lease
SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 6-18-7 Creek County, Okla.,

applied to the satisfaction of the interest of the cross-petitioners herein as such interest will be hereinafter decreed, and that it have credit on its obligations to the extent of all such property

so applied to the satisfaction of that interest.

III.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the determination of heirship of the County Court of Creek County, Oklahoma, finding that the property both real and personal of Legette D. Kelleam, deceased, was ancestral is void; and it is further adjudged and decreed that the Order and decree of the County Court of Creek County, Oklahoma, purporting to distribute the estate of Legette D. Kelleam, deceased, to E. A. Kelleam and Nell Southard is invalid, and that the cross-petitioners in this action be and they are hereby decreed to be the owners of an undivided 5/9ths interest to the estate of Legette D. Kelleam, dec., and that the interest of the cross-petitioners to the said estate are as follows:

An undivided one-ninths interest to the children of the deceased half-sister, Mary Perkins; nee Kelleam, share and share alike as follows:

1. J. K. Perkins; Milwaukee, Wis. 1/45th interest.
2. Mrs. Fannie Bates, nee Perkins, Yorbalinda, Calif., 1/45th interest.
3. Mrs. Bess K. Mathis (named Mrs. Bessie Bates in the Bill of Complaint) Santa Anna, Calif, 1/45th int.
4. Mrs. Elbise K. Culp (Named Mrs. Eloise or Elouise Bates in the Bill of Complaint), Long Beach Calif., 1/45th interest.
5. Glen Perkins, Yorbalinda, Calif. 1/45th interest.

An undivided one-nineth interest to the children of the deceased half-brother J. M. Kelleam, share and share alike as follows:

1. Mrs. Ethel Riddler, Fort Smith, Ark, 1/18 Int.
2. Mrs. Dorothy Payne, nee Kelleam, Galveston, Texas, 1/18th interest.

An undivided one-nineth interest to the children of the deceased half brother, W. S. Kelleam, share and share alike as follows;

1. Clifford Kelleam, or Clifford R. Kelleam, Los Angeles, Calif. 1/18th interest.
2. Mrs. Kathleen Leit, or, nee Kelleam, Los Angeles, Calif, 1/18th interest.

An undivided one-nineth interest to the children of the deceased half sister, Mrs. Kate Hall, nee Kelleam, share and share alike as follows;

1. W. L. (Legette) Hall, Little Rock, Arkansas 1/45th interest
2. Mrs. H. H. Bradley (Marguerite or Margerite Bradley, nee Hall) Alhambra, Calif. 1/45th interest.
3. Lamar Hall, Waldron, Ark, 1/45th interest.
4. Mary Kate Hall, Alhambra, Calif., 1/45th interest.
5. Kelleam Hall _____ 1/45th interest.

An undivided one-nineth interest to the children of the deceased half-brother, Dr. R. T. Kelleam, share and share alike as follows;

1. Dr. Fannin Kelleam (F. Q. Kelleam) Amarillo, Texas, 1/36th interest.
2. Francis Kelleam, Oklahoma City, Okla., 1/36th interest.
3. Jimmie Kelleam (Shown as Mrs. Jimmie Kelleam in the Bill of Complaint) Oklahoma City, Okla., 1/36th interest.
4. Robert Kelleam, Texas, 1/36th interest.

and that the said cross-petitioners are decreed to have a lien upon all property above described in the hands of the Receiver herein to satisfy their interest therein.

IV.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants E. A. Kelleam and Nell Southard obtained the purported decree of distribution and determination of heirship from the County Court of Creek County, Oklahoma, through fraud and misrepresentation and that E. A. Kelleam Administrator, failed to faithfully perform his duties as Administrator of the estate of Legette D. Kelleam, dec., as required by the statutes of the State of Oklahoma.

V.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants E. A. Kelleam and Nell Southard be and they are hereby ordered and directed to account to the cross-petitioners and deliver over to the said cross-petitioners an undivided five-ninths (5/9ths) of the estate of Legette D. Kelleam, deceased, and that the cross-petitioners herein be decreed to and have a lien upon all the property in the hands of the Receiver herein to satisfy that judgment, and upon failure of said defendants E. A. Kelleam and Nell Southard, to account therefor and pay over to the cross-petitioners said sums or deliver said properties as may be due with in 90 days that the lien so created on the property in the hands of the Receiver be foreclosed and said Receiver to sell same under the Order and direction of this Court to satisfy said lien.

VI.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED the attempted transfer of property, or any part of the property described herein by A. E. Kelleam and Nell Southard were fraudulently made for the purpose of concealing their ownership therein, and an attempt to prevent said property being reached by the cross-petitioning defendants herein, and that the grantees in such conveyances, as a matter of law, took said property with notice of the defects therein.

VII.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff have and recover its costs herein laid out and expended.

VIII.

To all of which E. A. Kelleam, as Administrator; E. A. Kelleam individually, Nell Southard, R. J. Southard, Jr., and Joe E. Kelleam and each of them object and except, and their exceptions are allowed.

F. E. KENNAMER
JUDGE

Service of copy acknowledged:
W. E. GREEN, J. C. FARMER, ROBERT J. WOOLSEY
Attorneys for Maryland Casualty Co.

HEBER FINCH, Attorney for Cross-petitioners.

ENDORSED: Filed Sep 26 1939
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to September 27, 1939

On this 27th day of September, A.D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
John P. Logan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

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

Securities and Exchange Commission,	Applicant,)	
)	
-vs-		)	Civil Action File No. 248
)	
Oklahoma-Southern Trust and A. J. Diffie,	Respondents.)	
Securities and Exchange Commission,	Applicant,)	
)	
-vs-		)	Civil Action File No. 249
)	
Second Larkins-Warr Trust and A. J. Diffie,	Respondents.)	
Securities and Exchange Commission,	Applicant,)	
)	
-vs-		)	Civil Action File No. 250
)	
Southwest Investment Trust and A. J. Diffie,	Respondents.)	

O R D E R

These matter come on for consideration on application of the Securities and Exchange Commission for an order to require the respondents to obey a subpoena, issued by the Commission under Section 22, sub-division b of the Securities and Exchange Act of 1933, (U. S. C. A. Title 15, Section 77v(b)), pursuant to powers granted to the Commission by Section 20 (g) of the Act, supra. (U. S. C. A. Title 15, Section 77t (a)).

The order for investigation, designating officers for taking testimony, together with affidavits of officers of the Commission, were introduced in evidence in support of the Commission's subpoenas. Issues are joined by the response of the respondents and supporting affidavits.

The Court is of the opinion that the order of the Commission, herein referred to, together with the supporting affidavits in each case, show facts sufficient to constitute a probable violation of the provisions of the Securities and Exchange Act of 1933; that the subpoenas issued, requiring the respondents to produce certain books, records, and other documents, in its possession, for the examination by the Commission does not constitute an unreasonable or unlawful search and seizure and that the Commission is entitled to issue the subpoenas and require the production thereof under Section 20 (a) of the Securities and Exchange Act of 1933 and that the Commission is entitled to therelief under Section 22 (b) of the said Ac

SPECIAL MARCH 1939 TERM

DISTRICT OF OKLAHOMA
TULSA, OKLAHOMA

WEDNESDAY, SEPTEMBER 27, 1939

It is therefore ORDERED that the respondents, named herein, forthwith, make available to the Commission, or the officers, designated in the subpoenas, the books, records and other documents named in the subpoenas, at such place as the Commission shall designate and in all things comply with the provisions of Section 20 (a) of the Securities and Exchange Act of 1933.

ALFRED P. MURRAH
U. S. District Judge

ENDORSED: Filed Sep 27 1939
H. P. Warfield, Clerk
U. S. District Court

Court adjourned to September 29, 1939

SEPTEMBER SEPTEMBER 1939 TERM

VINITA, OKLAHOMA

THURSDAY, SEPTEMBER 28, 1939

On this 28th day of September A. D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special September 1939 Term at Vinita, Oklahoma, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
A. R. Cottle, Deputy U. S. Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

MISCELLANEOUS

Now on this 28th day of September, A. D. 1939, it is ordered by the Court that court be recessed until further order of the Court. (F.E.K. Judge).

Court adjourned to October 23, 1939

SPECIAL MARCH 1939 TERM

TULSA, OKLAHOMA

FRIDAY, SEPTEMBER 29, 1939

On this 29th day of September, A. D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
John P. Logan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

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

Mrs. Mary Clark,	Plaintiff,)
vs.		) No. 145 Civil.
O. C. Hull,	Defendant.)

JOURNAL ENTRY

Now on this 5th day of September, 1939 comes on for hearing the motion of the plaintiff to strike certain portions of the defendant's answer and to require defendant to make certain portions of his answer more definite and certain, and the parties being represented by their respective counsel, finds that the motion to strike certain portions of the defendant's answer be overruled and denied but that the motion of the plaintiff to require defendant to make his answer more definite and certain should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that that part of plaintiff's motion which seeks to strike a portion of the defendant's answer be and the same is hereby denied, but that the defendant be required to make his answer more definite and certain as requested by plaintiff in her motion.

IT IS FURTHER ORDERED that the defendant be granted an extension of five days with which to file an amended answer and plaintiff to have ten days thereafter to reply.

It further appearing to the Court that this cause is set for trial on September 20th upon a non-jury docket and it being called to the attention of the Court that there is a companion case pending in this Court, namely, Hull vs. Clark, cause No. 155, Civil, and it further appearing that all parties to said causes desire a jury in the trial of said causes,

IT IS HEREBY ORDERED that said causes, for purposes of trial, be joined and consolidated and said causes be tried to a jury.

Done in open Court the day and year first above written.

O.K. E. J. DOERNER
HAROLD C. STUART
Attorneys for Mary Clark.

F. E. KENNAMER
DISTRICT JUDGE.

RECEIPT OF COPY ACKNOWLEDGED:

O.K. AS TO FORM:
H. L. SMITH
Attorneys for O. C. Hull.

ENDORSED: Filed Sep 29 1939
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,
	)	No. 873 Equity
-vs-)	
EXCHANGE NATIONAL COMPANY,)	
	)	Defendant.

ORDER FOR AUTHORITY TO EXECUTE QUIT CLAIM DEED

THIS CAUSE coming on to be heard on this the 29th day of September, 1939, on the application of T. P. Farmer as Receiver for Exchange National Company for an order authorizing, directing and empowering him to make, execute and deliver a quit claim deed to George E. Hrdy covering Lot 5, 6, 7, and 8, in Block 23, Prague, Oklahoma, upon the payment to him of the sum of \$25.00, 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 entering an order thereon finds that said application should be sustained.

IT, THEREFORE, ORDERED, ADJUDGED AND DECREED that said application be and it is hereby sustained, and T. P. Farmer, as Receiver for Exchange National Company, is hereby directed authorized and empowered to make, execute and deliver to George E. Hrdy a quit claim deed covering the above described premises upon the payment to him of the sum of \$25.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED to make the said T. P. Farmer as Receiver for Exchange National Company be and he is hereby directed, authorized and empowered to do all things necessary and proper to accomplish the letter and spirit of the application and this order.

F. E. KENNAMER
United States District Judge

ENDORSED: Filed Sep 26 1939
H. P. Warfield, Clerk
U. S. District Court DC

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

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

ORDER FOR AUTHORITY TO EXECUTE QUIT CLAIM DEED

THIS CAUSE coming on to be heard on this the 29th day of September, 1939, on the application of T. P. Farmer as Receiver for Exchange National Company for an order authorizing, directing and empowering him to make, execute and deliver a quit claim deed to Emma Hrdy covering Lots 3 and 4 in Block 32, Prague, Oklahoma, upon the payment to him of the sum of \$25.00 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 entering an order thereon finds that said application should be sustained.

920

IT, THEREFORE, ORDERED, ADJUDGED AND DECREED that said application be and it is hereby sustained, and T. P. Farmer as Receiver for Exchange National Company, is hereby directed, authorized, and empowered to make, execute and deliver to Emma Hrdy a quit claim deed covering the above described premises upon the payment to him of the sum of \$25.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED to make the said T. P. Farmer as Receiver for Exchange National Company be and he is hereby directed, authorized and empowered to do all things necessary and proper to accomplish the letter and spirit of the application and this order.

F. E. KENNAMER

United States District Judge

ENDORSED: Filed Sep 29 1939
H. P. Warfield, Clerk
U. S. District Court EA

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

Fred W. Seymour, Trustee, Plaintiff,)
-vs-)
Gilmort Oil Company, Defendant.)
Producers Pipe & Supply Company, Intervener.)

No. 1277 E.

ORDER STAYING EXECUTION

Roland L. Taylor, Trustee, having filed herein Motion for New Trial, it is ORDERED that execution of the judgments entered herein against said Roland L. Taylor, Trustee, be and the same are hereby stayed for an additional period of thirty days pending the disposition of said motion, and the taking of any appeal by said Roland L. Taylor, trustee.

DATED this 29th day of September, 1939.

F. E. KENNAMER

Judge of the United States District Court for the Northern District of Oklahoma

ENDORSED: Filed Sep 29 1939
H. P. Warfield, Clerk
U.S. District Court EA

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

Fred W. Seymour, Trustee, Plaintiff,)
vs.) No. 1277 Equity
Gilmort Oil Company, Defendant.)

O R D E R

It appearing to the Court that it was necessary to hire the services of stenographers to prepare and draw the judgment in this case; further that this Court authorized Harold C Stuart to retain the services of stenographers in order to prepare and draw the judgment herein, and on oral application

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Receivers, L. L. Wiles and Wilbur Holleman, pay Nannie Saxon Bell the sum of FIFTEEN DOLLARS (\$15.00) and Theodora Birch the sum of TWENTY-FIVE DOLLARS (\$25.00) for stenographic work.

Dated this 29th day of September, 1939.

F. E. KENNAMER
J U D G E

ENDORSED: Filed Sep 29 1939
H. P. Warfield, Clerk
U. S. District Court H

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

Fred W. Seymour, Trustee, Plaintiff,)
vs.) No. 1277 Equity
Gilmort Oil Company, Defendant.)

O R D E R

Now on the 29 day of March, 1939 came on for hearing the application of the Oklahoma Power and Water Company to amend its lien statements to correctly show the first dates that materials were furnished to certain leases which were erroneously set forth on their original lien statements. After due consideration and being fully advised in the premises the Court finds that the Oklahoma Power and Water Company furnished gas, electricity and water to certain leasehold estate on which they subsequently and within the proper time allowed by the statutes of the State of Oklahoma, filed their lien.

The Court further finds that they failed to correctly show the dates on these leases that materials were first furnished and that these dates should be corrected to correspond with the correct dates materials were furnished.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Oklahoma Power and Water Company amend all their lien statements filed against the property owned by the Gilmort Oil Company to correctly show the dates materials were first furnished.

Dated this 29 day of September, 1939.

F. E. KENNAMER
J U D G E

ENDORSED: Filed Sep 29 1939
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to September 30, 1939

On this 30th day of September, A. D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
John P. Logan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

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

United States of America,)
Petitioner for Condemnation, Plaintiff,)
vs.)
Certain Parcels of Land in the Town of) No. 138 Civil
Drumright, County of Creek, State of)
Oklahoma, The Long-Bell Lumber Company,)
a Corporation organized under the laws)
of the State of Missouri, Edna I. Metz,)
et al, Defendants.)

C O R D E R

Now on this 30th day of September, 1939, it appearing to the Court that certain of the defendants herein filed answers to the original petition herein; that thereafter an amended petition for condemnation was filed which does not effect any of the issues involved in the answers of said defendants and that it would be proper that said answers be considered refiled.

It is therefore ordered, adjudged and decreed by the Court that all the answers of the defendants be considered refiled with like effect as if made and filed against the

last amended petition of the plaintiff.

F. E. KENNAMER
JUDGE

O.K. as to form, service of copy acknowledged.

WHIT Y. MAUZY
Whit Y. Mauzy, United States Attorney

CHESTER A. BREWER
Chester A. Brewer, Assistant United States Attorney

FRANK SETTLE and SAM CLAMMER
Attorneys for Edna I. Metz and W. H. Metz.

LOMBARDI, ROBERTSON, FLIGG & McLEAN
Attorneys for The Long-Bell Lumber Company

FRED L. PATRICK
Attorney for Ray McElhanev

B. B. BLAKENEY, JR.,
Magnolia Petroleum Company

SHIRK, PAUL, EARNHEART & SHIRK
Attorneys for Stum Clothing Company

S. A. BENYER
Attorney for the Estate of L. E. Gibson Deceased,

EVERETT S. COLLINS
County Attorney of Creek County, Okla.

CHAS. E. WEBSTER
City Attorney of Drumright, Oklahoma

A. T. HOYDOL
A. T. Hoydol

ENDORSED: Filed Sep 30 1939
H. P. Warfield, Clerk
U. S. District Court B

Court adjourned to October 2, 1939

On this 2nd day of October, A. D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court.
Whit Y. Mauzy, United States Attorney.
John P. Logan, United States Marshal.

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

MISCELLANEOUS - ADMISSION TO BAR.

Now on this 2nd day of October, A. D. 1939, it being made to appear satisfactorily that Paul Al Schlosser is duly qualified for admission to the Bar of the Court, the oath prescribed by law is administered and said attorney is declared admitted to the Bar of the Court. (F.E.K. J)

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

National Life Company of Des Moines, Iowa, a corporation,)	
)	
	)	Plaintiff,
)	
	)	No. 230 Civil
vs.)	
)	
Augusta Norman and Mrs. P. D. Sikes,	)	Defendants.

JOURNAL ENTRY

Now on this 2nd day of October, 1939, the above styled and numbered cause came duly on for hearing on the application of plaintiff above named for an order enjoining and restraining the defendants, and each of them, from filing or further prosecuting any action on the insurance policy heretofore issued by the said plaintiff and which is more fully described in the complaint herein, and for a further order releasing said plaintiff from any liability to any person, the sum due under said policy having been paid into Court in accordance with the statutes made and provided, and for a further order awarding to said plaintiff its reasonable and necessary costs.

And the plaintiff appeared by its counsel, Harry Campbell, Jr., and the defendant Augusta Norman appeared in person and by her counsel, S. J. Clendinning, and the defendant Mrs. P. D. Sikes appeared not but wholly made default, and the Court finds that due and proper notice has been given in accordance with law to each of said defendants of this hearing as above set out;

And the Court, having examined the verified complaint filed herein by the plaintiff and having heard argument of counsel and being fully advised in the premises, finds that the said plaintiff is entitled to a judgment restraining said defendants, and each of them, from filing or further prosecuting any suit against said plaintiff upon an insurance policy heretofore issued by said plaintiff on the life of Perry D. Sikes, as more fully set out in said verified complaint, and is further entitled to an order releasing said plaintiff from any further or other liability, since the sum due under said policy has been paid into the registry of this Court under the statutes made and provided, and further finds that said plaintiff is entitled to be recompensed for its reasonable and necessary costs expended in the filing and prosecution of this case.

The Court further finds that the plaintiff has expended \$25.00, costs paid to the Clerk of this Court, the sum of \$10.00, costs paid to the United States Marshal for the District of Kansas; and the sum of \$10.00, costs paid to the United States Marshal for the District of Idaho, and that said plaintiff is further entitled to have paid to its counsel of record the sum of \$75.00 said sum being a reasonable attorney's fee for services rendered herein and that said sum should be charged as costs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that said defendants, Augusta Norman and Mrs. P. D. Sikes, be, and they are hereby restrained and enjoined from filing or further prosecuting any action against the plaintiff, The National Life Company of Des Moines, Iowa, a corporation, under and by virtue of an insurance policy issued by said plaintiff on the life of Perry D. Sikes, now deceased;

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that, whereas said plaintiff has paid into the registry of this Court the sum due under said policy, to-wit: \$1,000.00, said plaintiff be, and it is hereby released from any further and other liability under and by virtue of said policy, and the Clerk of this Court is hereby directed to issue his voucher payable to the said plaintiff for the sum of \$45.00, court costs advanced by said plaintiff, and is further

directed to issue to Harry Campbell, Jr., his voucher in the sum of \$75.00 as attorney's fee in the said cause, said sum to be charged as costs in this case.

F. E. KENNAMER
DISTRICT JUDGE.

SERVICE OF COPY ACKNOWLEDGED:

O.K. S. J. CLENDINNING, Attorney for Def. Norman

O.K. HARRY CAMPBELL, JR., By Gerald B. Klein
Attorney for Plaintiff.

COPY OF WITHIN ORDER REC'D THIS Oct 2, 1939
ROSENSTEIN & RINEHART by R.E. Rosenstein

ENDORSED: Filed Oct 2 1939
H. P. Warfield, Clerk
U. S. District Court E

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

Turner Bratton, Plaintiff,)
vs.) No. Civil 242.
Missouri-Kansas-Texas Railroad Company,)
Defendant.)

O R D E R

Now on this 2nd day of October, 1939, defendant is granted leave to withdraw its motion to make more definite and certain, and to strike portions of, plaintiff's complaint herein, and to file answer instanter.

F. E. KENNAMER
JUDGE

O.K. KARL JONES
BAILEY E. BELL
Attorneys for Plaintiff.

M. D. GREEN JOHN E. M. TAYLOR
LLOYD W. JONES C. S. WALKER
Attorneys for Defendant.

ENDORSED: Filed Oct 2 1939
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to October 3, 1939

On this 3rd day of October, A.D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
John P. Logan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

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

SECURITIES AND EXCHANGE COMMISSION, Applicant,)

vs.)

Civil Action, File No. 248.)

OKLAHOMA-SOUTHERN TRUST
and A. J. DIFFIE,

Respondents.)

O R D E R

Now on this the 27th day of September, 1939, the court having ordered that the application of the applicant in the above styled and numbered cause be sustained, and having entered its judgment ordering and adjudging that the respondents appear before F. E. Kennamer, Jr., or other duly designated officer of the Securities and Exchange Commission, all as set forth in said judgment, and on application of the respondents, and for good cause shown, it is ordered that the said judgment be and it is hereby stayed for fifteen days from this date. It is further ordered that supersedeas be and it is hereby allowed, and that the amount of the supersedeas bond be and it is hereby fixed at the sum of Two Thousand Five Hundred (\$2,500.00) Dollars, to be made and approved within fifteen days from this date, and filed in accordance with the rules of this court.

ALFRED P. MURRAH
United States District Judge

APPROVED: AS TO FORM
F. E. KENNAMER, JR.
Attorney for Applicant

E. J. LUNDY
LOGAN STEPHENSON
Attorneys for Respondents.

ENDORSED: Filed Oct 3 1939
H. P. Warfield, Clerk
U. S. District Court H

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

SECURITIES AND EXCHANGE COMMISSION,	Applicant,)	
)	
vs.		)	Civil Action, File No. 248
)	
OKLAHOMA-SOUTHERN TRUST and A. J.)	
DIFFIE,	Respondents.)	

J U D G M E N T

This cause came on to be heard upon the application of the Securities and Exchange Commission for an order to compel the appearance of witnesses and the production of documentary evidence, and upon consideration thereof and of the argument of counsel, the court is of the opinion that the Applicant is entitled to the relief sought and it is this 27th day of September, 1939.

ORDERED AND ADJUDGED that Oklahoma-Southern Trust and A. J. Diffie, as trustee of said Trust, forthwith appear before F. E. Kennamer, Jr., or other duly designated officer of the Securities and Exchange Commission, and at any adjournments thereof as determined by said officer of the Securities and Exchange Commission, at a place designated by said officer of the Securities and Exchange Commission, there to produce the following books, papers and documents of said Oklahoma Southern Trust covering the period of time from November 1, 1935, to September 10, 1939;

1. (a) The ledger of certificates of participating interest together with the car index of such certificates of participating interest, and (b) the minute book.
2. All books of account, vouchers and records of receipts from the sale of oil and gas produced from and charges and expenses incurred for the development, operation and maintenance of the properties covered by the trust indenture of Oklahoma-Southern Trust, the Johnson "A" Farm and all other properties of Oklahoma-Southern Trust.
3. All statements and copies of statements received from all purchasers of oil and gas produced from the properties covered by the trust indenture of Oklahoma-Southern Trust, the Johnson "A" Farm and all other properties of Oklahoma-Southern Trust.
4. All books of account, vouchers and records of payments made to F. C. Hall by Oklahoma-Southern Trust under the contract of sale and purchase dated December 9, 1935, between F. C. Hall as seller and W. E. Brown, A. J. Diffie and H. I. Shanks, Trustees of Southwest Investment Trust as buyer.
5. All books and records of advances made by F. C. Hall under clause "v" of the contract of sale and purchase dated December 9, 1935.
6. All correspondence between F. C. Hall and Oklahoma-Southern Trust and the officers and trustees of Oklahoma-Southern Trust pertaining to the contract of sale and purchase dated December 9, 1935, and the distribution of certificates of participating interest of Oklahoma-Southern Trust.
7. All reports of petroleum engineers and other experts pertaining to the valuation or the estimated recoverable reserves of the properties covered by the trust indenture of Oklahoma-Southern Trust, the Johnson "A" Farm and all other properties of Oklahoma-Southern Trust.

8. All correspondence, letters, telegrams, memoranda, and other written communications between Oklahoma- Southern Trust, the Trustees and officers thereof and The Southwest Company, the trustees and officers thereof, Southwest Investment Company and the trustees and officers thereof pertaining to the acquisition of the properties covered by the trust indenture of Oklahoma- Southern Trust, the Johnson "A" Farm and all other properties of Oklahoma- Southern Trust.
9. All correspondence, letters, telegrams, memoranda and other written communications between Oklahoma-Southern Trust, the officers and trustees thereof, and all dealers and underwriters who participated in or who were solicited to participate in the distribution of certificates of participating interest of Oklahoma- Southern Trust.
10. All correspondence, letters, telegrams, memoranda and other communications between Oklahoma-Southern Trust, the officers and trustees thereof, and all purchasers and prospective purchasers of certificates of participating interest of Oklahoma-Southern Trust.
11. Copies of all prospectuses, including all notices, circulars, advertisements, and publications offering for sale or designed to induce the purchase of certificates of participating interest of Oklahoma- Southern Trust.
12. Copies of all annual and periodic reports of Oklahoma- Southern Trust or the officers and trustees thereof, submitted to the holders of certificates of participating interest of Oklahoma- Southern Trust.
13. All audit reports prepared for or submitted to Oklahoma-Southern Trust by any certified public accountant or independent public accountant.
14. The original or duplicate original copy of any contract or agreement in writing by the terms of which F. C. Hall agreed to assume and pay any portion of the charges or expenses incident to the distribution and sale of certificates of participating interest of Oklahoma-Southern Trust.

To all of which the respondents and each of them except and their exceptions are allowed.

ALFRED PL MURRAH
United States District Judge

OK: H. S. FRENCH
F. E. KENNAMER, JR.
Attorney for Applicant
APP'D AS TO FORM
E. J. LUNDY
Attorneys for Respondents

ENDORSED: Filed Oct 3 1939
H. P. Warfield, Clerk
U. S. District Court H

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

SECURITIES AND EXCHANGE COMMISSION, Applicant,)
vs.) Civil Action, File No. 249.
SECOND LARKINS-WARR TRUST and)
A. J. DIFFIE, Respondents.)

O R D E R

Now on this the 27th day of September, 1939, the court having ordered that the application of the applicant in the above styled and numbered cause be sustained, and having entered its judgment ordering and adjudging that the respondents appear before F. E. Kennamer, Jr., or other duly designated officer of the Securities and Exchange Commission, all as set forth in said judgment, and on application of the respondents, and for good cause shown, it is ordered that the said judgment be and it is hereby stayed for fifteen days from this date, It is further ordered that supersedeas be and it is hereby allowed, and that the amount of the supersedeas bond be and it is hereby fixed at the sum of Two Thousand Five Hundred (\$2,500.00) Dollars, to be made and approved within fifteen days from this date, and filed in accordance with the rules of this Court.

ALFRED P. MURRAH
United States District Judge

APPROVED AS TO FORM:
F. E. KENNAMER, JR.
Attorney for Applicant

E. J. LUNDY
LOGAN STEPHENSON
Attorneys for Respondents

ENDORSED: Filed Oct 3 1939
H. P. Warfield, Clerk
U. S. District Court H

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

SECURITIES AND EXCHANGE COMMISSION, Applicant,)

vs.)

SECOND-LARKINS-WARR TRUST and
A. J. DIFFIE,

Respondents.)

Civil Action, File No. 249.

J U D G M E N T

This cause came on to be heard upon the application of the Securities and Exchange Commission for an order to compel the appearance of witnesses and the production of documentary evidence, and upon consideration thereof and of the argument of counsel, the court is of the opinion that the Applicant is entitled to the relief sought, and it is this 27th day of September, 1939.

ORDERED AND ADJUDGED that Second Larkins-Warr Trust and A. J. Diffie, as trustee of said Trust, forthwith appear before F. E. Kennamer, Jr., or other duly designated officer of the Securities and Exchange Commission, and at any adjournments thereof as determined by said officer of the Securities and Exchange Commission, at a place designated by said officer of the Securities and Exchange Commission, there to produce the following books, papers and documents of said Second Larkins-Warr Trust covering the period of time from November 1, 1934, to September 10, 1939:

1. (a) The ledger of units of beneficial interest together with the card index of such units of beneficial interest, and (b) the minute book.
2. All books of account, vouchers and records of receipts from the sale of oil and gas produced from and charges and expenses incurred for the development, operation and maintenance of the properties covered by the trust indenture of Second Larkins-Warr Trust.
3. All statements and copies of statements received from all purchasers of oil and gas produced from the properties covered by the trust indenture of Second Larkins-Warr Trust.
4. All books of account, vouchers and records of payment made to R. Carl Larkins and George D. Warr under the contract of purchase dated December 29, 1934, between R. Carl Larkins and George D. Warr as sellers and Southwest Investment Trust as buyer.
5. All books and records of withdrawals made under the provisions of the contract of purchase dated December 29, 1934.
6. All correspondence between Second Larkins-Warr Trust, the trustees and officers thereof, and R. Carl Larkins and George D. Warr pertaining to the contract of purchase dated December 29, 1934, and the distribution of units of beneficial interest of Second Larkins-Warr Trust.
7. All reports of petroleum engineers and other experts pertaining to the valuation of estimated recoverable

reserves of the properties covered by the trust indenture of Second Larkins-Warr Trust.

8. All correspondence, letters, telegrams, memoranda and other written communications between Second Larkins-Warr Trust, the trustees and officers thereof, Southwest Investment Trust, the trustees and officers thereof, The Southwest Company, the trustees and officers thereof, pertaining to the acquisition of the properties covered by the trust indenture of Second Larkins-Warr Trust.
9. All correspondence, letters, telegrams, memoranda and other written communications between Second Larkins-Warr Trust, the officers and trustees thereof, and all delayers and underwriters who participated in or who were solicited to participate in the distribution of units of beneficial interest of Second Larkins-Warr Trust.
10. All correspondence, letters, telegrams, memoranda and other communications between Second Larkins-Warr Trust, the officers and trustees thereof, and all purchasers and prospective purchasers of units of beneficial interest of Second Larkins-Warr Trust.
11. Copies of all prospectuses, including all notices, circulars, advertisements, and publications offering for sale or designed to induce the purchase of units of beneficial interest of Second Larkins-Warr Trust.
12. Copies of all annual and periodic reports of Second Larkins-Warr Trust or the officers and trustees thereof, submitted to the holders of units of beneficial interest of Second Larkins-Warr Trust.
13. All audit reports prepared for or submitted to Second Larkins-Warr Trust by any certified public accountant or independent public accountant.

To all of which the respondents and each of them except and their exceptions are allowed.

ALFRED P. MURRAH
United States District Judge

OK: H. S. FRENCH F. E. KENNAMER, JR.
Attorney for Applicant

APPD AS TO FORM
E. J. LUNDY
Attorneys for Respondents

ENDORSED: Filed Oct 3 1939
H. P. Warfield, Clerk
U. S. District Court H

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

SECURITIES AND EXCHANGE COMMISSION,	Applicant,)
)
vs.		) Civil Action, File No. 250.
)
SOUTHWEST INVESTMENT TRUST and)
A. J. DIFFIE,	Respondents.)

O R D E R

Now on this the 27th day of September, 1939, the Court having ordered that the application of the applicant in the above styled and numbered cause be sustained, and having entered its judgment ordering and adjudging that the respondents appear before F. E. Kennamer, Jr. or other duly designated officer of the Securities and Exchange Commission, all as set forth in said judgment, and on application of the respondents, and for good cause shown, it is ordered that the said judgment be and it is hereby stayed for fifteen days from this date. It is further ordered that supersedeas be and it is hereby allowed, and that the amount of the supersedeas bond be and it is hereby fixed at the sum of Two Thousand Five Hundred (\$2,500.00) Dollars, to be made and approved within fifteen days from this date, and filed in accordance with the rules of this Court.

ALFRED P. MURRAH
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:
F. E. KENNAMER, JR.
Attorney for Applicant

E. J. LUNDY
LOGAN STEPHENSON
Attorneys for Respondents

ENDORSED: Filed Oct 3 1939
H. P. Warfield, Clerk
U. S. District Court H

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

SECURITIES AND EXCHANGE COMMISSION,	Applicant,)
)
vs.		) Civil Action File No. 250
)
SOUTHWEST INVESTMENT TRUST and)
A. J. DIFFIE,	Respondents.)

J U D G M E N T

This cause came on to be heard upon the application of the Securities and Exchange Commission for an order to compel the appearance of witnesses and the production of documentary evidence, and upon consideration thereof and of the argument of counsel, the court is of the opinion that the Applicant is entitled to the relief sought and it is this 27th day of September, 1939,

ORDERED AND ADJUDGED that Southwest Investment Trust and A. J. Diffie, as trustee of said Trust, forthwith appear before F. E. Kennamer, Jr., or other duly designated officer of the Securities and Exchange Commission, and at any adjournments thereof as determined by said officer of the Securities and Exchange Commission, at a place designated by said officer of the Securities and Exchange Commission, there to produce the following books, papers and documents of said Southwest Investment Company Trust covering the period of time from November 1, 1934, to September 10, 1939;

1. (a) The ledger of certificates of interest together with the car index of such certificates of interest, and (b) the minute book.
2. All books of account, vouchers and records of receipts from the sale of oil and gas produced from and charges and expenses incurred for the development, operation and maintenance of the properties of Southwest Investment Trust.
3. All statements and copies of statements received from all purchasers of oil and gas produced from the properties of Southwest Investment Trust.
4. All correspondence, letters, telegrams, memoranda and other written communications between Southwest Investment Trust, the trustees and officers thereof, and F. C. Hall, pertaining to the formation of Southwest Investment Trust, the acquisition of properties for deposit in the portfolio of Southwest Investment Trust and the distribution of certificates of interest of Southwest Investment Trust.
5. All reports of petroleum engineers and other experts pertaining to the valuation or the estimated recoverable reserves of the properties of Southwest Investment Trust.
6. All correspondence, letters, telegrams, memoranda and other written communications between Southwest Investment Trust, the trustees and officers thereof, and The Southwest Company, the trustees and officers thereof, pertaining to the acquisition of properties for deposit in the portfolio of Southwest Investment Trust and the distribution of certificates of interest of Southwest Investment Trust.
7. All correspondence, letters, telegrams, memoranda and other written communications between Southwest Investment Trust, the officers and trustees thereof, and all dealers and underwriters who participated in or who were solicited to participate in the distribution of certificates of interest of Southwest Investment Trust.
8. All correspondence, letters, telegrams, memoranda and other communications between Southwest Investment Trust, the officers and trustees thereof, and all purchasers and prospective purchasers of certificates of interest of Southwest Investment Trust.

SPECIAL MARCH 1939 TERM

TULSA, OKLAHOMA

TUESDAY, OCTOBER 3, 1939

- 9. Copies of all prospectuses, including all notices, circulars, advertisements, and publications offering for sale or designed to induce the purchase of certificates of interest of Southwest Investment Trust.
- 10. Copies of all annual and periodic reports of Southwest Investment Trust or the officers and trustees thereof, submitted to the holders of certificates of interest of Southwest Investment Trust.
- 11. All audit reports prepared for or submitted to Southwest Investment Trust by any certified public accountant or independent public accountant.

To all of which the respondents and each of them except and their exceptions are allowed.

ALFRED P. MURRAH
United States District Judge

OK: H. S. FRENCH F. E. KENAMER, JR.
Attorney for Applicant

APPD: AS TO FORM:
E. J. LUNDY
Attorneys for Respondents

ENDORSED: Filed Oct 3 1939
H. P. Warfield, Clerk
U. S. District Court H

Court adjourned to October 4, 1939

SPECIAL MARCH 1939 TERM

TULSA, OKLAHOMA

WEDNESDAY, OCTOBER 4, 1939

On this 4th day of October, A. D. 1939, the District Court of the United States for the Northern District of Oklahoma, sitting in Special March 1939 Term at Tulsa, met pursuant to adjournment, Hon. F. E. Kennamer, Judge, present and presiding.

H. P. Warfield, Clerk, U. S. District Court
Whit Y. Mauzy, United States Attorney
John P. Logan, United States Marshal

Public proclamation having been duly made, the following proceedings were had and entered, to-wit:

MISCELLANEOUS

Now on this 4th day of October, A. D. 1939, it being made satisfactorily to appear that Thomas E. Scofield is duly qualified for admission to the Bar of the Court, the oath prescribed by law is administered and said attorney is declared admitted to the Bar of this Court. (F.E.K. Judge).

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

Mary Collins, Administratrix of the
Estate of Melvin E. Collins, deceased,
Plaintiff,

vs.

Allied Steel Products Corporation,
a corporation, Defendant

and

Sinclair Refining Company, a corporation
Defendant and
Third Party
Plaintiff.

No. 95 CIVIL

vs.

Kansas City Structural Steel Company,
a corporation, Third Party
Defendant.

ORDER OVERRULING MOTION TO DISMISS AS TO THIRD PARTY DEFENDANT,
KANSAS CITY STRUCTURAL STEEL COMPANY

Now on this 5th day of September 1939, came on for hearing the motion of Kansas City Structural Steel Company, as set forth in paragraph numbered 6 of "Answer of Kansas City Structural Steel Company, Third Party Defendant, to Amended Third Party Complaint of Sinclair Refining Company, Third Party Plaintiff, and Motion to Dismiss," all parties being present; and the Court, after hearing argument of counsel and being fully advised in the premises, finds that said motion should be overruled.

IT IS THEREFORE ORDERED AND ADJUDGED that said motion be and the same is hereby overruled.

F. E. KENNAMER
Judge

OK HAL CROUCH, Atty for K. C. Structural Steel Co.
OK SUMMERS HARDY, W. H. McBRAYER, Attys for Sinclair Refining Co.

ENDORSED: Filed Oct 4 1939
H. P. Warfield, Clerk
U. S. District Court H

IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF
OKLAHOMA

PATERSON-BALLAGH CORPORATION, LTD., A Corporation,	Plaintiff,)
vs.		) 147 - Civil
RUBBER STEEVE SPECIALTY COMPANY, a corporation, and R. H. HOWARD,	Defendants.)

ORDER ON MOTION OF DEFENDANTS FOR BILL OF PARTICULARS

The motion of the defendants for a Bill of Particulars coming on this day to be heard, and the court being advised in the premises, and defendants in open court having waived and withdrawn their request for an answer to specifications 5 and 6 of said motion;

It is ordered by the court that the plaintiff, within 15 days from this date, serve and file herein a Bill of Particulars in answer to specifications 1, 2, 3, 4, 7 and 8 of said motion, and that defendants have 20 days thereafter to file their answer to the plaintiff's petition.

Done at Tulsa, Oklahoma this 4th day of October, 1939.

F. E. KENAMER
JUDGE

ENDORSED: Filed Oct 4 1939
H. P. Warfield, Clerk
U. S. District Court E

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

UNITED STATES OF AMERICA,	Petitioner,)
vs.		) No. 174 - Civil.
1299.24 acres of land, more or less, in Delaware County, State of Oklahoma; Annie Steeler, et al.,	Respondents.)

ORDER DISTRIBUTING FUNDS

Now, on this 4th day of October, 1939, there comes on for hearing the consolidated applications of the respondent Sapsucker Mouse and Delaware County, Oklahoma, and A. C. Sinclair to be permitted to withdraw money deposited for the taking of that certain tract of land designated as Tract No. 46 in the above-entitled proceedings. The Court hears the evidence and finds that said application should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Court enter a decree that Sapsucker Mouse is fee title owner of the real estate designated as Tract No. 46 in the above-entitled proceedings and described, as follows:

The Southwest Quarter of the Southeast Quarter, and the West Half of the Southeast Quarter, of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 21, Township 21 North, Range 23 East; and the Northeast Quarter of the Northeast Quarter, and the South Half of the Northeast Quarter of Section 28, Township 21 North, Range 23 East, all in Delaware County, State of Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of this Court issue its drafts all, as follows, to-wit:

- | | | |
|-----|--|----------|
| (1) | A. C. Sinclair | \$ 75.00 |
| (2) | The County Treasurer of Delaware County, Oklahoma | 100.27 |
| (3) | The Clerk of the District Court of Delaware County, Oklahoma, for payment of court costs in Case No. 4147, | 18.45 |
| (4) | Sapsucker Mouse | 200.00 |
| (5) | To the Superintendent of the Five Civilized Tribes for the benefit of Sapsucker Mouse, the same being the balance of the award so made | 366.28 |

Said distribution shall be made out of the fund deposited as payment for the estimated compensation for the said tract designated as Tract No. 46, in this proceeding.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that by reason of the law made and provided in such cases, the Clerk of this Court shall make no charge as commission or poundage for the handling and distribution of these funds.

F. E. KENNAMER
JUDGE

O.K. AS TO FORM SERVICE OF COPY ACKNOWLEDGED
JOE BROWN, Probate Atty.

A. C. SINCLAIR, Atty for Sapsucker Mouse

ENDORSED: Filed Oct 5 1939
H. P. Warfield, Clerk
U. S. District Court E