

212939 C.J.

COMPARED

C O N T R A C T.

THIS AGREEMENT, Made and entered into on this 31st day of October, 1922, by and between F. H. Reed as first party and Theodore Cox, Nettie F. Castle and S.W. Parish as second parties,

WITNESSETH:

That second parties have this day agreed to dismiss an action brought by them, being No. 14795, District Court of Tulsa County, Styled S. W. Parish et al, vs. F. H. Reed, without prejudice. In consideration of the said dismissal of said action by second parties, first party agrees to likewise dismiss his cross petition against second parties in the same action, and agrees to release second parties from any liability for damages by reason of said action in case they do not bring an action against him of the same general nature as that now dismissed, and has stipulated and agreed that he, the party of the first part, for his heirs, personal representatives or assigns, shall not bring against second parties any action of a nature such as his cross petition herein, until and unless second parties shall refile their action against him. In case second parties shall bring another action against first party similar or like the one now dismissed, then the status of both parties in such action shall be identical and the same as was their status before making this agreement. This agreement shall not be used or any part of it or anything done under it to the prejudice of either of said parties.

And under said conditions only, first party further agrees to make a diligent effort to obtain the money necessary to build the dwelling house that he has planned and contemplated building upon Lot 22 of Block 6 of Ridgewood Addition to the City of Tulsa, Oklahoma, or some house of similar general design such as first party approves of and agrees that if he can arrange to obtain the necessary money for that purpose, upon reasonable terms and terms within his capacity to repay, that he will thereafter, immediately commence and complete the erection of such dwelling house upon said lot.

It is further agreed, that if said first party does not carry out the agreement made in the last paragraph and if for that reason or any other reason, parties of the second part renews his action against first party, then, as above stated, nothing that is done under this agreement shall be to the prejudice of either party except that if said new action be filed by second party upon ten days written notice of such filing, first party will answer therein in all respects similar to and like his answer now on file in this cause, this stipulation as to answer shall not apply to Mrs. F. H. Reed.

Each party shall pay one-half the costs of this case.

F. H. Reed

Susan H. Reed

First Party.

Theodore Cox

Nettie F. Castle

S. W. Parish BY Theodore Cox, Agt.

Theodore Cox

Second Parties.

State of Oklahoma }
County of Tulsa } SS.

Before me a Notary Public in and for the County and State aforesaid personally on this 2nd day of November appeared F. H. Reed to me known to be the identical person who executed the foregoing instrument as first party, and acknowledged that he executed same as his free and voluntary act and deed for the uses and purposes therein set forth.