

caused summons to be issued, directed to said defendants, notifying them of the filing of such suit and further caused notice to be served upon said defendants of the hearing before the District Court of Tulsa County, Oklahoma, on Saturday, the 5th day of November, 1921, for the appointment of a receiver to take charge of said property, and did and performed all other necessary things incident to the institution of said suit and thereafter, on the \_\_\_\_ day of \_\_\_\_ 1922, the said Minnie Robinson, by and through her husband, Maurice Robinson, acting as her agent, represented to this affiant as his attorney that he was making settlement of the indebtedness used on in said cause and that he desired this affiant to execute as his attorney a certain dismissal of the cause, and falsely represented to this affiant that in the event of said cause was dismissed he would immediately return and pay the attorney fee incurred by reason of the filing of said suit as aforesaid.

That this affiant, as such attorney, acting upon the false representation of the said Maurice Robinson, acting as the agent of the plaintiff, Minnie Robinson, executed the dismissal as the attorney for the plaintiff in said cause pending in the District Court of Tulsa County, Oklahoma, and delivered the same to the said Maurice Robinson, as such agent, upon the representations made to this affiant as such attorney, and with the understanding that in the event said dismissal was filed and the cause settled, that the attorneys fees incurred by the employment of this affiant as such attorney would be paid immediately.

That thereafter and on the 15th day of April, 1922, the said Maurice Robinson, as the agent of Minnie Robinson, caused said dismissal as aforesaid to be filed in the office of the Court Clerk of Tulsa County, Oklahoma, in said cause number 16784, dismissing the said cause of action, and no attorney fee has ever been paid this affiant on account of services rendered in said cause.

Now, therefore, this is to notify all and every person claiming or to claim, title to the property above described, that this affiant has and claims a lien upon the lands and premises above described, by virtue of the services rendered as attorney, as above set forth, in the sum of \$369.00, together with interest thereon from the 31st day of October, 1921, at six per cent per annum.

Robert R. Burns.

Subscribed and sworn to before me this 30th day of December, 1923.

My commission expires October 10th, 1926. (SEAL) L. E. Grant, Jr. Notary Public.

State of Oklahoma )  
County of Tulsa ) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of Dec. 1923, personally appeared Robert R. Burns, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and date first above written.

My commission expires October 10th, 1926.

(SEAL) L. E. Grant, Jr. Notary Public.

Filed for record in Tulsa County, Okla. on Jan. 4, 1924, at 8:00 A.M. and duly recorded in book 432, page 138, by Brady Brown, Deputy, (SEAL) O. C. Weaver, County Clerk.

218122 - BH

COMPARED

RELEASE OF FARM RENTAL CONTRACT.

Whereas, in a certain Farm Rental Contract, dated January 3rd, 1923, by and between Ella McIntosh, nee Haynes and Ben McIntosh, her husband, lessors, and Avery L. Routh, lessee, and covering the following described land: