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a foreign corporation, and that the plaintiff has been unable with due diligence, to obtain service of summons upon said defendant with in the State of Oklahoma, and that this is one of the class of cases prescribed by the Statutes of the State of Oklahoma in which service by publication may be had; and it further appearing that pursuant there to due and legal notice by publication, directed to the said defendant has been published in the Tulsa Daily Legal News, a newspaper authorized by law to publish legal notices, printed in said County of Tulsa, State of Oklahoma, and of general circulation in said County, for three consecutive weeks, the first publication having been made October 25th. 1923, and the last publication on the 15th. day of November, 1923, by which notice the said defendant was notified to answer the petition of plaintiff filed herein on or before the 6th. day of December, 1923, at a date not less than forty One (41) days from the date of the first publication thereof, as more fully appears from the verified proof of such publication by Jennie C. Rosen, the printer and publisher of said Tulsa Daily Legal News, filed herein on the 16th. day of November, 1923; and

It further appearing from the affidavit of R.A. Kleinschmidt filed herein that a copy of plaintiff's petition, together with copy of said publication notice, attached hereto was within six (6) days after the first publication enclosed in an envelope, addressed to the said defendant at its place of business in Kansas City, Missouri, with postage thereon fully prepaid, was duly deposited in the United States postoffice, at Tulsa, Oklahoma; and

It further appearing to the Court that the said defendant has wholly made default herein and has failed and neglected to answer, demur, or otherwise plead to plaintiff's petition, the said defendant is thereupon adjudged in default; and the plaintiff having introduced the testimony of witnesses sworn in open court, together with the contract sued on herein, and the Court being fully advised, upon consideration finds: that all the allegations and averments in petition of said plaintiff are true; that there is due and owing from the defendant, Milwaukee Oil and Gas Syndicate, a corporation, to the said plaintiff, Posey R. Short, under the said written contract, the sum of Seventeen Hundred Nine Dollars fifty <sup>five</sup> cents (\$1709.55) with interest at six per cent (6%) per annum from July 23rd. 1923 amounting to \$38.43 total of \$1,747.98 together with a reasonable attorney's fee, which the court finds and fixes to be Two Hundred Fifty (\$250.00) Dollars.

The Court further finds and adjudges that by reason of the labor performed and material furnished in the drilling and completion of an oil and gas well upon the following described premises, situated in Tulsa County, State of Oklahoma, to-wit:

Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ )  
of Section Thirty One (31) and the Southwest Quarter (SW $\frac{1}{4}$ )  
of the Northwest Quarter (NW $\frac{1}{4}$ ) and Lot Three (3) of  
Section 32, Township 18 North, Range 13 East, containing  
120 acres, more or less.

that the said plaintiff has a first and prior lien upon the three fourths ( $\frac{3}{4}$ ) interest of the said Defendant in an oil and gas lease upon said premises, executed on the 20th. day of April 1921, by Charles Phillips and A.T. Wildman, recorded in Book 319, at Page 518, in the office of the County Clerk of Tulsa County, Oklahoma, and thereafter duly transferred and assigned to the Defendant, Milwaukee Oil & Gas Syndicate and upon the wells, pipe line, machinery and other appurtenances upon said lease, for the payment of said amount found due by the defendant to the plaintiff, with interest, attorney's fee, and costs.