

and W. M. Patterson, covering the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, said lease being executed for a term of fifteen years from April 26, 1904. Among other provisions contained therein, it was provided that if oil was found, one-tenth of the oil realized from the premises should be delivered to party of the first part; Fifty (\$50.00) Dollars per annum for all gas sold or marketed. It is further provided that an oil or gas well was to be completed on said premises within two years from the date of execution thereof, or that the lessees would thereafter pay a rental of fifteen cents (15¢) per acre annual rental. That the said lessees never complied with said provision by drilling a well upon said premises at any time; that they have never paid the rentals provided for therein, and that said lease is therefore of no force and effect by reason of the failure of said lessees to comply with said terms pertaining to the drilling and payment of rentals.

COMPARED

That heretofore, to-wit, on the 1st day of July, 1910, E. B. Bynum executed to the Producers Oil Company and oil and gas lease covering the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 32, Township 19, Range 13 East, by the provisions of which they agreed to pay one-eighth of the oil and One hundred and fifty (\$150.00) Dollars per annum for gas used from each gas well, and, among other provisions, agreed to commence a well within one year or pay One (\$1.00) Dollar per acre until the well was commenced. Said lease also contains a surrender clause providing that the Lessees had a right to terminate said lease upon payment of One (\$1.00) Dollar. That said lessees never complied with the provisions of said lease with reference to drilling said well within the one year, as therein provided, nor have they paid the rental of One (\$1.00) Dollar per acre, as therein provided, and that said lease is therefore null and void for the failure to comply with the terms thereof.

Affiant further more states that on the 14th day of January, 1913, E. B. Bynum and R. N. Bynum, her husband, executed an oil and gas lease to W. C. Black of Tulsa, Oklahoma, covering the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 32, Township 19 North, Range 13 East, Tulsa County, Oklahoma; the same to run for one year thereafter, or as long as oil or gas was found in paying quantities and produced. That a royalty of one-eighth of all oil produced and saved and Two Hundred and Fifty (\$250.00) Dollars each year in advance for each gas well utilized was provided for therein. Under the terms of said lease it was further provided that the lessee was to commence a well within thirty (30) days from date, and to continue operations, or that the same would become null and void. That said lessees drilled under said lease three wells and got small production, having cased said wells. That thereafter on or about the year A. D. 1917, said lessees pulled the casing from all of said wells, plugged the same and abandoned the lease, and have never since said date made, or attempted to make, any development upon said land, nor have they paid any rentals for the extension thereof, and that said lease is null and void for the reason of their failure to comply with the terms of the lease; for the further reason that they have abandoned the same by the pulling of the casing and plugging the wells that they drilled thereon, never having made nor attempted to make any further exploration on said lands for oil or gas.

Affiant furthermore states that there appears of record in the Recorder's Office of Tulsa County, Oklahoma, in Book 164, page 340, a document designated as a bill of sale, purporting to have been executed by Frank L. Tack of Tulsa, Oklahoma, to Theodore E. Tack of New York, New York, attempting to convey the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 32, Township 19, Range 13 to the said Theodore E. Tack of New York. Affiant states that said Frank L. Tack was never the owner of any part of said land, as disclosed by the record title of said described land, and that in his opinion the conveyance of said described land was a clerical error or a misdescription, and conveyed no right, title nor interest in said land to the said Theodore E. Tack.