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thereto.

The court finds that verified petition was duly and legally filed by the said R. R. Park, claiming a contract was made and entered into by and between the decedent, Myra T. Gamman, J. A. Gamman and Pauline G. Washington, as the owners of the hereinafter described property, by the terms of which the decedent together with the said J. A. Gamman and Pauline G. Washington agreed in writing to convey the following described property, to-wit:

Beginning 771 ft. South of the 1/4 section corner between Section 11 and 12,

Township 19 North, Range 12 East, running thence South (74 degrees West) 444 feet to the left bank of the Arkansas River, thence down said bank to its intersection with the line between section 11 and 12, Township 19, Range 12 East, thence North along said Section line to place of beginning, being three acres, more or less, and a part of Lot Seven (7), Section 11, Township 19, Range 12 East, less and excepting, however, the following portion thereof, heretofore conveyed to the City of Tulsa for park and boulevard purposes, to-wit:

A part of Lot 7, Section 11, Township 19 North, Range 12 East, beginning at a point 771 ft. South of the Quarter Section corner between Sections 11 and 12, Township 19 North, Range 12 East; thence South 74 degrees West a distance of 444 ft. for place of beginning; thence North 74 degrees East a distance of 98.5 ft.; thence to the right along a curve with a radius of 8594 ft. a distance of 460 ft. to the section line between Sections 11 and 12; thence South along said section line a distance of 105 ft; thence Northwesterly along the bank of the Arkansas River to the place of beginning, which said property is bounded on the north by the property of E. B. McFarlin, on the East by Elwood Avenue of the City of Tulsa, Oklahoma, and on the South and West by the boulevard and park so conveyed to the City of Tulsa, aforesaid, known as Riverside Drive,

to said R. R. Park, the petitioner, in consideration of the conveyance by said R. R. Park, petitioner, to said Myra T. Gamman, J. A. Gamman and Pauline G. Washington in equal interest, the following property, upon the terms and conditions set out in the contract, to-wit:

Lots 1 and 2 of Sunset Court, a re-platting of Lots 1 and 2 of Block 1 of Sunset Park, a sub-division of land in Tulsa, Tulsa County, Oklahoma, said Lots 1 and 2 constituting what was originally Lot 1, Block 1, said Sunset Park;

which said petition further set out the performance by said petitioner of the conditions precedent to the performance of said contract prior to the death of Myra T. Gamman, deceased on his part to be performed, and that the death of said Myra T. Gamman prevented the performance of said contract upon her part.

The court finds that said petition complied with the provisions of law relative thereto; that due and legal notice of the hearing thereof was given as required by law and in compliance with the order of this court fixing the time and place of hearing, and the character of notice of such hearing, all by publishing notice thereof at least four (4) successive weeks, a newspaper published in Tulsa County, Oklahoma, having general circulation therein, which has been continuously and uninterruptedly published in said County during a period of fifty-two (52) consecutive weeks prior to the first publication of the notice aforesaid, same being published in said newspaper on the 13th, 20th and 27th days of December, 1923 and on the 3rd and 10th days of January, 1924.

From the said evidence the court finds all of the allegations of said petition to be true, and finds that the said Myra T. Gamman is bound by contract in writing to convey the real estate herein first above described to the said R. R. Park, and that the said R. R. Park could compel such conveyance and the specific performance of said contract from said Myra T. Gamman were she living.