

COMPARED

BEFORE HONORABLE N.J. GUBSER, JUDGE OF THE COUNTY COURT IN AND FOR THE COUNTY OF TULSA,
SITTING AT TULSA, OKLAHOMA.

In re sale of oil and gas mining rights in and under SE 1/4 NW 1/4 Sec 18 T. 16 N. R. 14 E. SW 1/4 NE 1/4; SW 1/4 SW 1/4 SE 1/4 NE 1/4; E/2 NW 1/4 SE 1/4; E/2 W/2 NW 1/4 SE 1/4; E/2 W/2 W/2 NW 1/4 SE 1/4; E/2 W/2 W/2 NW 1/4 SE 1/4 and SW 1/4 SE 1/4 Sec. 18 T. 16 N. R. 14 E. I.B.M. allotment of Oscar McGuire, minor, L.P. McGuire, Guardian.

ORDER CONFIRMING SALE.

Hearing was had in the above entitled cause on the 2nd day of May, 1910, said date being a regular Court day of the April, 1910 term of the County Court in and for Tulsa County, Oklahoma, on the return of sale of the oil and gas mining rights made by L.P. McGuire guardian of Oscar McGuire, minor, to J. Truman Nixon, of Grafton, State of West Virginia, *by his attorney H.B. Talley, and said J. Truman Nixon being represented* said guardian being represented in person; and it appearing to the court that proper notice as required by the law had been given of the time, place and object of said proceedings and that waivers had been filed by all the next of kin, and J.F. Pautler appearing at the time fixed in the notice for the confirmation of said sale to oppose the confirmation thereof; and it further appearing to the court that the appraisalment of said oil and gas mining rights, posting of notices, waivers by the next of kin of notice and publication of notice and all other proceedings had herein were regular and in conformity to law, and the court being fully advised in the premises after a full examination of the records and returns herein made and of all the evidence submitted in support hereof finds; That in pursuance of the order of sale had herein said L.P. McGuire, as the guardian of Oscar McGuire, minor, on the 2d day of April, 1910, sold the oil and gas mining rights in and under said estate more fully described as follows:

SE 1/4 NW 1/4 Sec. 18 T. 16 N. R. 14 E. SW 1/4 NE 1/4; SW 1/4 SW 1/4 SE 1/4 NE 1/4 E/2 NW 1/4 SE 1/4; E/2 W/2 NW 1/4 SE 1/4; E/2 W/2 W/2 NW 1/4 SE 1/4; E/2 W/2 W/2 W/2 NW 1/4 SE 1/4; SW 1/4 SE 1/4 Sec. 18, T. 16 N. R. 14 E. I.B.M

at private sale to J. Truman Nixon of Grafton, State of West Virginia, on the following terms, to-wit: cash bonus of \$1.00 per acre amounting to \$160.00 royalty of 1/8% of all crude oil marketed from said premises \$200.00 per annum for each gas well from which gas is utilized and all costs of said sale including the attorney's fee.

And on the 2d day of May, 1910, at Tulsa, Oklahoma, said time and place having been duly fixed by order of this court and notice thereof posted as required by law, the return of said oil and gas mining rights by said guardian came on to be heard, said guardian being present in person and represented by his attorney, H.B. Talley, said J. Truman Nixon being present in person and J.F. Pautler being represented in person.

That said J.F. Pautler made a cash bid as bonus of \$1.50 per acre, a total of \$240.00 and all costs of the sale, said sum being ten per centum above the original bid therefor made by J. Truman Nixon, exclusive of the costs of a new sale, and that the said J. Truman Nixon refused to bid as a bonus for said oil and gas mining rights upon said premises a sum greater than \$240.00 and all costs of the sale, and J.F. Pautler was thereupon declared to be the successful bidder for said oil and gas mining rights and was thereupon declared to be the successful purchaser of said oil and gas mining rights; that said sale was made after due notice and waiver by the next of kin as prescribed by such order of sale and by law; that said purchaser was the highest bidder therefor and said sum the highest and best sum bid; that said sale was legally made and fairly conducted; that said sum is not disproportionate to the value of the property sold and that a sum exceeding such bid at least ten per cent (10) exclusive of the costs and expenses of a new sale cannot be obtained, and that said L.P. McGuire, guardian in all things proceeded with, conducted and concluded said sale as required by the statute in such cases made and provided and as required by said order of sale.