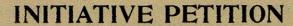


To Abolish Land Monoply and Involuntary
Unemployment



FOR THE

People's Land and Loan Law

Amendment to the Constitution of Oregon

To insure to every citizen the right and opportunity to use vacant State land by paying the land rent tax and to obtain a loan from the State to aid him in making his home or developing his farm.



The Beginning

Proposed and Initiated by

OREGON STATE FEDERATION OF LABOR

T. H. BURCHARD, President
E. J. STACK, Secretary
Address, 302 Oregonian Building
Portland, Oregon

and the

CENTRAL LABOR COUNCIL OF PORTLAND AND VICINITY

EUGENE E. SMITH, President A. W. JONES, Vice-President E. J. STACK, Secretary Address, 162½ Second Street Portland, Oregon

Directions to Signers and Circulators of this Petition.

Every petitioner must sign his own name. No person is allowed to sign another person's name under any circumstances. Every signer must give his residence and postoffice address, and he may verbally authorize the circulator of this petition to write it after his signature. When the signature is difficult to read, the name should be plainly written with a pencil on the same line.

The circulator must swear to each signature. See form of affidavit at bottom of the sheet. The signers of each sheet must all be from the same county, and sworn to by the person who circulated that sheet. As far as possible accept only signatures of registered voters.

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Section 1 of Article I of the Constitution of Oregon, being the Bill of Rights, shall be and hereby is amended to read as follows:

BILL OF RIGHTS

ARTICLE I.

People's Power and Rights

Section 1. (a) We declare that all citizens have equal rights; that all power is inherent in the people, and all just governments are founded on their consent and instituted for their peace, safety, prosperity and happiness; that they have at all times a right to alter, reform, or totally change the government, when a majority of those voting believe they can thereby promote the general welfare.

Citizen's Right to Use of Land

(b) We reaffirm our faith in the self evident truths of the Declaration of Independence, "That all men are created equal; that they are endowed by their Creator with certain inalienable rights; that among these are life, liberty, and the pursuit of happiness." In pursuance of these rights all citizens of Oregon are equally entitled to exclusive possession, for their personal use, of land enough for their homes and to yield a living by their labor, without paying any person for the right to live and labor on the land.

Public Ownership of Land Rent

(c) Public ownership of all land rent is right, because such rent is created by the presence, industry and productive power of the whole people. Private ownership of land rent is the chief cause of land monopoly, land speculation and economic oppression. It is therefore right and necessary, in order to promote the general welfare, that all land rent shall be collected by public taxation, whether the land is actually used or not.

Public Policy

(d) It is the public policy of Oregon:

First: To abolish all forms of land monopoly so as to prevent any person from getting a profit by owning land without using it.

Second: To abolish involuntary unemployment and poverty in

Second: To abolish involuntary unemployment and poverty in this state by enacting such laws as shall insure to all citizens opportunity for the exclusive possession and use of enough land to employ themselves and make their homes.

Third: To protect all persons in the absolute ownership of the value of their land improvements and the income therefrom.

Definition of the Word "Land"

(e) For purposes of assessment and taxation appraisement, the word "land" means the earth, including soil, water, water power, minerals, stone, natural oils, gases, timber of natural growth, and all other natural resources before being severed, removed, or withdrawn from their natural position.

Definition and Method of Appraising Land Rent

(f) The words "land rent" as used in this section mean the fair and just price per year, as appraised by public officers, that a renter should pay for the use of any lot, tract, parcel or quantity of land on a lease which includes the following conditions:

First: That the renter has a five-year lease with the perpetual right to renew his lease at the end of each five-year term.

Second: That the rent shall be appraised and re-adjusted every fifth year, when the lease is renewed for the next five years, and that "land rent" shall not include any charge for the use of land improvements.

Third: That there shall be no increase of the "land rent" because of additional improvements and betterments made on, in or

under the land.

Fourth: That the appraised land rent shall be paid to the

public tax collector.

Fifth: That there shall be no tax or other charge to be paid by the renter for the use of the land except the appraised "land rent," and there shall be no tax on the market value of the land, except as hereinafter provided in paragraph (h) of this section.

Definition of Land Improvement

(g) The words "land improvements" mean buildings, clearings, ditches, drains, orchard trees, vines, crops of all kinds, fences and all other useful and ornamental changes, growths and additions, made by labor and capital in or to any natural resources, or on, in or under any lot, tract, or parcel of land.

Levy of Permanent Land Rent Tax

(h) During the year 1917, the State Land Board shall cause the County Assessors and State Tax Commission to appraise the annual land rent price of every lot, tract, parcel and quantity of land on the basis set forth in paragraph (f) of this section, except land owned by the National, State and Local Governments. The State Land Board is hereby granted full authority to manage, control and direct such appraisement, and to employ such expert assistance as the Board may consider necessary and to expend from the general fund of the State Treasury the sum necessary for that purpose. Such appraisement shall be made again in the year 1922

and every fifth year thereafter.

Beginning on the first day of January, 1917, all the appraised land rent of the land of Oregon (except such land as is now exempt by law from tax), shall be collected as a public tax in such manner as may be provided by the rules to be made by the State Land Board; provided, that no such rule shall be contrary to the provisions of any lettered paragraph of this section, nor contrary to general laws for that purpose that may be hereafter enacted by vote of the people. The land rent tax shall be paid whether the land is actually used or not used. This section shall not prevent the collection of taxes levied in 1917, for the year 1916, on the assessment made in 1916, or any previous assessment. After the making of the above tax levy for 1916, no other or further tax shall be levied on the market value of land, and the above land rent tax shall thereafter be the only tax on the ownership or use of land in Oregon.

Publication of Assessments

(i) The State Land Board shall provide every fifth year, when the land rent appraisement is made, for publication and distribution to every taxpayer a copy of the assessment and tax roll for the county in which he owns property, or for any subdivision thereof including his property, as the Board may deem necessary. In such published rolls the names of owners shall be alphabetically arranged and under each owner's name shall be listed all the land rents and other property for which he is assessed in that county or subdivision.

Delinquent Tax Sales

(j) The State Land Board shall bid the amount of delinquent tax and land rent taxes, with penalties and costs, but no more, on any land offered for sale at delinquent tax sales. The title to all land that may be sold to the State for said delinquent taxes shall vest absolutely in the State at the expiration of two years from the date of sale, if the land is not sooner redeemed. The title and ownership of improvements on, in or under any land sold for taxes shall not be acquired by the State or any other purchaser on such sale, unless the improvements are also sold for a tax levied on the improvements. The State shall rent its land by leases, including the conditions of paragraph (f), with such other conditions, covenants and agreements as the State Land Board may order. The State shall not sell any land.

(k) If any person's land rent tax, payable in one county, exceeds twelve dollars per year, such tax shall be paid in equal monthly, quarterly or semi-annual installments, as may be provided by law, or by the rules of the State Land Board. Failure to pay any installment of land rent tax when due shall render such tax delinquent and immediately subject to such penalties and process for collection as may be provided by law or by the rules of the State Land Board.

2

Rights of Private Property Maintained

(1) One purpose of this section is to restore public ownership of land rent, but it does not change, limit or abolish any person's right of private property and exclusive possession of land and land leases, as long as the land rent tax is paid.

Separate Assessment of Land Rent

(m) The amount of yearly land rent tax of every lot, tract, parcel and quantity of land shall be listed in the assessment and tax rolls separately from other taxes and from the assessed value of any personal property, and separately from the taxes and assessed value of any improvements on, in or under such land.

Standing Timber

(n) Standing timber of natural growth shall be assessed and taxed as a part of the land on which it grows.

Assessment and Collection of Tax

(o) The laws in operation for assessing property and levying and collecting taxes and delinquent taxes when this section is adopted shall continue in force, and shall be applied to the collection of the tax hereby levied on land rent, except as herein provided, and as such laws may be changed by amendments and rules made hereafter in accordance with this section.

Duty of Governor

(p) It is the duty of the governor to enforce all the provisions of this section and all the laws for its application and the rules of the state land board. For that purpose the governor may remove any members of the state tax commission and any assessor or apraising officer for incompetence, failure, neglect or refusal to do their duty as prescribed by this section, or by the laws or the rules of the State Land Board, and shall appoint their successors in office for their unexpired terms.

Duties of the State Land Board

(q) The governor, secretary of state and state treasurer constitute the State Land Board. Any two of the members constitute a quorum to do business.

The duties of the board are:

First: To make, promulgate and publish all rules expedient to apply and enforce the provisions of this section not in conflict herewith.

Second: To prescribe all forms and blanks for use under this

Third: To provide for making all loans as safe and secure as practicable, and to require insurance of all perishable land improvements and other security taken for the repayment of loans.

Fourth: To provide methods of appeal, for any person interested, from the decision of a local appraiser who recommends approval or rejection of an application for a loan.

Fifth: To make its forms, blanks and rules so plain that there will be no need for an applicant to employ a lawyer in preparing or presenting his application for a loan. Every such rule made by the board shall have the force and effect of law until it is changed or repealed by a general act or law adopted by vote of the people at a regular general election. No such measure shall be submitted to the people at a special election.

Special Taxes on Personal Property and Land Improvements

(r) A special tax may be levied on personal property and land improvements in any year, for local purposes only, by school and road districts, towns, cities and counties. Every such levy shall be proposed by the usual form of initiative petition and shall be made only if it is approved by a majority of those voting on the question. All initiative petitions proposing such tax levies shall be legally filed with the county clerk not later than the first Monday in September and shall be submitted to the people for approval or rejection at the election to be held on the first Tuesday after the first Monday in November next after the filing of such petitions. The question as to each proposed levy shall be printed only on the ballots for use in the territory to which the proposed special tax levy applies. Special elections for that purpose may be ordered when there is no general election to be held on said first Tuesday, and in all cases the vote shall be taken at all the regular polling places. The laws governing special and regular general elections in the submission of measures shall apply to such special tax levy elections. Every person qualified to vote for governor of the state shall be entitled to vote at any such tax election.

Distribution of Revenue from Land Rent Tax

(s) Two-thirds of the revenue obtained in each county from the land rent tax levied in that county shall be divided among the different cowns, either works and all other municipalities in the

different towns, cities, ports and all other municipalities in the county, and between that county and the state, by allowing and paying to each the same proportion of this two-thirds that each received from the general tax levy of 1915. The above distribution of two-thirds of the revenue from said land rent tax may be changed from time to time by law.

Home Makers' Loan Fund

(t) The "Home Makers' Loan Fund" is hereby established in the state treasury. One-third of all revenue hereafter obtained from the state from said land rent tax, and all revenue hereafter obtained from the present inheritance tax rate, shall be deposited in the state treasury to the credit of that account. The amount of this fund may be increased in any manner and from any source that is now or may be hereafter provided or levied by law, first approved by vote of the people. This fund shall be administered by the state land board. This fund shall be loaned to home makers, both in town and country, in amounts not exceeding two-thirds of the actual value of the land improvements they may make or have already made, on any lot or tract of land. Payment to the borrower of portions of such loan may be made at definite periods to be fixed by the board, as such improvements may progress. Every such loan shall be the first lien on the land and improvements, except taxes, and every such home and improvements shall be exempt from execution except only for state loans and interest, taxes and the purchase price.

One purpose of this section is to help persons with no capital but their labor and character to make homes and farms, but not more than \$1500 shall be loaned for the making of one such home or farm. The board may limit the amount of such loan that any person may draw in any year. This fund is for loan to those who are now trying to develop farms and make homes as well as to

persons who begin hereafter.

If the sum total of all the property owned by any family shall exceed twenty-two hundred and fifty dollars in value, then no part of such fund shall be loaned to any member of that family.

Cost, Interest and Time of Repayment

(u) The average actual cost of making, securing and administering said loans shall be estimated by the state land board, and a percentage sufficient to cover the same shall be deducted from every loan and charged to the borrower as the same is advanced to him. The loans shall be secured by first mortgage on the improvements and the land. There shall be no interest on any such loan for the first five years, and thereafter the rate of interest shall not be greater than six per cent per annum. Every such loan may be made repayable by installments, but the final payment shall not in any case be more than twenty years from the date of the loan, unless such limitation shall be extended by law.

Form and Payment of State Warrants on Home Makers' Loan Fund

(v) The warrants drawn on the state treasury for said Home Makers' Loan Fund shall be designated as such; they shall be payable on demand in lawful money of the United States of America, shall not bear interest, and shall be at all times receivable by all tax collectors at their face value for one-third of all land rent taxes, and shall at all times be received by the state treasurer in payment of all amounts due the state for such Loan Fund account. Said warrants shall be issued in denominations of one dollar, two dollars, five dollars, ten dollars and twenty dollars. Every such warrant, when received by the state treasurer, shall be cancelled and shall not be reissued. Such warrants shall be preserved for five years after being cancelled. The total amount of such Loan Fund warrants outstanding at one time shall never exceed two years income of said Loan Account as estimated by the State Land Board.

Self-Executing

(w) This section is self-executing in all its provisions and paragraphs, and shall take effect and be in operation as to all assessments made after the first day of January next after its approval and adoption by the people of Oregon. The provisions of this section do not apply to any assessments or taxes made or levied before the first day of March next after its approval by the people. All provisions of this section relating to the Home Makers' Loan Fund become operative and effective on the first day of December next after approval of this section by the people.

(x) All provisions of the Constitution and laws of Oregon in conflict with this section or any part hereof, are hereby repealed in so far only as they conflict herewith. Any lettered paragraph of this section may be amended without resubmitting the entire

section.

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WARNING

It is a felony for anyone to sign any initiative or referendum petition with any name other than his or her own, or knowingly to sign his or her name more than once for the same measure, or to sign such petition when he or she is not a legal voter.

INITIATIVE PETITION

To Ben W. Olcott, Secretary of State for the State of Oregon:

We, the undersigned citizens and legal voters of the State of Oregon, respectfully demand that the following proposed Amendment of Section 1 of Article I of the Constitution of Oregon, being the Bill of Rights, to insure every citizen of Oregon the right to use vacant State land by paying the land rent tax and to obtain a loan from the State to aid him in making his home and developing his farm, said measure being called the "People's Land and Loan Law" for a short title, (copy attached), shall be submitted to the legal voters of the State of Oregon, for their approval or rejection, at the regular general election to be held on the first Tuesday after the first Monday in November, 1916, and each for herself says:

"I have personally signed this petition; I am a legal voter of the State of Oregon, and my residence and postoffice are correctly written after my name."

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STATE OF OREGON, County ot		, being first duly s	worn, sav: That I	am personally acquainted with all the persons who
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and residence correctly, and that each signer is a legal voter of the Stat Subscribed and sworn to before me this		County of		
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People's Land and Loan Law. Ame	MANUFACTURE OF THE PARTY OF THE	on 1 of Artic		

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STATE OF OREGON,			
County of)		heing first duly sworn, say: That	I am personally acquainted with all the persons who
I, (Write in correct name of circulator of this sheet o signed this sheet of the foregoing Petition, and each of them signed h	f petition) is or her name there		
and residence correctly, and that each signer is a legal voter of the St		County of	
Subscribed and sworn to before me this			
		***************************************	Signature of circulator of this sheet of petition.
Notary Publi	ic for Oregon		
Postoffice address of Notary, including street and number, if in a City or Town My commission expires		Post	office address of circulator of this sheet of petition, with street and number, if in a City or Town

The State of Toxas & County of Lavaca? Know all men by these presents; That we E.R. and a. c. meitzen, proprietors of the New Era firent. ing and publishing establishment at Halletts welle Tox, for and in Consideration for and in Cosideration of the services and assistance of bolava Hickey and Tattickey rendered sex during the past there years. from July 15 1911 to July 15 1914 to the cash Value of one thousand seven Sundred dollars. have this day bargained sole and conveyed and do by these presents bargain sell and convey unto Clara Hickey one third interest to all of our right title and claim, in and to the above mentioned New Era printing establishment, Cornsisting of Printing presses , Lineotype Falder, paperathe motors, metal, Type and paper stock and allother matter pertaining in amyrvise to saw printing establishment, The total net Value, after deducting mow existing debts being 5 1000 To have and to hold the said.

The said bland Hickey me do here aley bind ourselves, our heir executors and assigns. This the 15th day of July 1914. I worn to and subscribed before me this the 15th day of July 1914. Ivriph Stample under Ca notary Rublic Lavaer Ca Bey as.

Statement of Facts in the case of T.A. Hickey V. Matienal Workers Drilling & Production Co.

Place of Business---Desdemona, Sec-y Treas. H.W. Elliott,
" " ---Tyler, W.H. Flowers, President.
Trustees: W.H. Flowers, President., T.A. Hickey, Vice President, and H.W. Elliott, Sec'y-Treas., L.L. Steele.
Organized in Eastland Co. Texas. Oct. 1919.

PRE-HISTORIC

According to a statement made to the other trustees and to Mr. Simpson, business manager of the Desdemona Oil News, Mr. W.H. Flowers now a resident of Tyler, Texas awake on New Year's morning, 1919 with one thin dime and three pennies, and a sick wife. The Oil beam had getten well under way at Ranger and Desdemona and Burkburnett; so Mr. Flowers decided to enter the game. From some friends he borrowed \$600. cash, most of which was deposited at the Bank of Bullard. He inserted an advertisement in the Appeal to Reason, inviting subscriptions to the Workers' Common Trust of which he was the sole trustee. In response to this and subsequent adds mostly in the Appeal to Reason, and other literature that he get out, he received moneys considerably in secess of \$100,000.00. He purchased 15 acres in the Anderson tract near Comman, Texas, 12 acres on the J.N. Ellison trast near Desdemona. He benedeed 1000 acres, more or loss, in Lampasas county in which there was a 300 foot hele. He bought casing and paid for its development to 2500 feet. He leased 1500 acres on the Smith ranch in Lempasas county.

In October, 1919, he associated himself with the other three trustees, above set out, in the organization of the above named so, and draw up Common

Law Association with the capitalization of \$1,000,000. 00.

Mr. L.L. Steels turned in what he claimed to be Royalty in 14 wells, for which the company has never received a penny; and indeed some of these lease royalties he was unable to deliver to the company. The trustees agreed to pay Mr. Steels \$100,000.00 cash, for all the properties that he turned in. In some of the royalties that he agreed to turn over to the company the deeds were defective. It is not know to writer which are so defective. They are among those contained in the pamplet attached to this statement. Of the \$100,000. agreed to be paid plus promotion stock he has received over \$20,000. cash.

The president, Well. Flowers informed me in his office in Tyler en July 7, 1920 that he did not believe that Mr. Steele hed turned in property

worth over \$15,000.

Mr. H.W. Elliet has been secretary-treasurer of the company since to begining. He is publisher of the Desdemona Cil News, and mayor of Desdemona, and has reconved large sums from the company for advertixing and pringing. Despite my continued abjections he employed a relative as an extravagant salary. Old-many

Mr. Flowers stated to the trustees that in the Torkers Common Trust, of which he was the sole trustee, which was absorbed by the National Workers Drilling and Production Co. that he had as trustee received about \$170,000. cash and that there was \$60,000. due yet from his clients in the form of in-

stalments.

Since last October Mr. Flowers has stated to me that under our fixcas agency \$40.00 0. Dollars worth of stock has been sold of which I have

not received one penny.

-by-agreat the organization of the Company I was elected second Vice-Prosident and fiscal agent. Mr. Players was elected First ViceAfresident and Fiscal agent. Flowers and I with the consent of the other turstees agreed to act jointly. Our remuneration to be 25 % of all moneys received, or 122 percont each, and out of this we agreed to pay all necessary expenses, and 20 % of the above mentioned 25 per cent we agreed to pay to all agents whom we empley. Then leinquired as to hew much money was coming to me as fiscal agent Mr. Ellist, the Secretary and Treasurer informed me that I was due between four and five thousand deliars. In May Mr. Flowrs informed me that expenses had saten up averything. I have been unable to see the books in spite of reposted requests. -but The last time in Tyler Mr. Flowers informed me that they books had not be n audited and might-not-until were not in shape. He had only recently received some of Mr. Elliott's books. In this connection it should be understood that Mr. Steels resigned as president shortly after the incorporation of the company, and in the new election of officer s Mr. Flowers was made president myself Vice-president. Also note that there has always been maintained two offices als two sets of backs, one at Deademona in charge of the Sec-Treas. Elliott and one at Tyler, in-charge this for the reason that the instalment money of the Trust was still coming into the hands of Mr. Flowers the Fiscal agent. This placed me in the position that I have not been able to keep in trake of the books as the big funds went thru the Tyler office and that I was attending to the Literary and at the Desdamona effice.

On the first week in Jan. 1920 at a meeting of the beard of trustees. Stocke being absent, it was agreed that Mr. Elliott whould have the position of Production Manager, and Mr. Flowers general Superintendent, each with a salary of \$500.00 per month. I declined recompense that I was doing as I believed that my fiscal agency commission would pay me sufficiently well.

In May- the latter part of April the Hi Low Drilling Go, was absorbed by the National Workers, and two strings of tools and other property was taken ever, as well as obligations owed by the Hi-Low Company. Stock was paid therefor-

In the early part of December or last of Nevember Mr. Flowers invited the Buchnel Brothers of San Luis Obispo, Cal. to come to Deademona end-for the purpose of being employed by the company as locators, they claiming to have an infallible machine that would unerringly locate oil.

I charge gross incompetency and amounting to milful waste of the stockholders money, incompetency of such a nature as to border on fraud: For instance,

Last August long before I drowned of the "ational Workers, Mr. Baldwin of Stonewall Co. who owned the Baldwin ranch of \$ 25,200 acres, thru an agent of his, Mr. E.G. Stine of Sagorton, Hasdell Co. Texas and later himself personally, and later thru his en son Marshall Baldwin, who is his partner, entered into a verbal agreement with me to lease 7000 acres for a Drilling Contract the consideration to be to spud in in four months, pending which \$7000. was to be placed in the bank as a forfeit, this money to be returned to the parties who would spud in on or before the agreed time. I- endeavoured to secure a contract thru Ar. Elliott and various brokers, and finally succeeded in having the trustees of the National Workers agree to make the contract with Mr. Baldwin and his son, Marchall Baldwin, and then at the end of four months, reactive their \$7000. Week if they had spudded in. Mr. Flowers and Mr. Elliott on the 8th of January, 1919 1920 west-wo-d- left Desdomons and went to Stamford and to Old Glory in Stonewall County. They returned and informed me at Desdemone, that they had signed a contract with Mr. Baldwin and son for the four months drilling contract, for the \$2 7000 acres, but they also had paid him \$7000.00 cath, and agreed to pay \$7000.00 next January in each and \$7000. each year until the well is completed. Nor by questioning them could they give me any reason for throwing away the company's money in this familion.

A few weeks later President W.H. Flowers entered into a contract with some land owners in Smith County in which he agreed to drill on a cer win tract of land inside of six menths and on top of that spont between 14 and 15 thousand dellars to occure this lease in spite of the fact that implication contract, could be secured in any portion of that wild cat county for a drilling contract, without any bonus, there being no cil in the county, no cil excitement, and the nearest production 60 miles away. This conduct simply buriese up the stock helders money. This act was done without consulting either one of the other trustees.

The only conceivable that I can imagine for such insone conduct may be found in the fact that both Mesers. Miliett and Flowers had engaged ever my protest shortly after the company was organized two men from California named Bushnol Brothers who were employed over my protest. They claimed to have a secret machine which had the powers to locate oil deposits and be able to ascertain the depth and quantity of oil, in any area territory. This eachine, if such a thing existed, may have been a cobblestone for all I know, was contained in a suit case that was always kept locked, and when they went out to make a location everybody was warned away, and the cortains were drawn in the car. After an hour or so they would return and tell the trustees where the location was made on the company's property. They made a location on the Friday tract 3miles North of Desdemona for which they were paid \$500.00. We paid all their expenses from California and besides, and also 6 per cent of all production that we should secure. They promised a 2000 barrel well at the average depths of the walls in the vacinity were producing at, which was in the neighborhood of 🛖 3000 feet. We went 3,602 feet at a cost of 65000 dellars and got a hole filled with sult water and had one of four dry holes drilled in that vacinity. Eleven other wells in the neighborhood were good producers.

They condemned the Ellison Springs property and the Henderson property in the Desdemona field except although we had already agreed to drill on the Ellison Springs property. For this they were paid \$500. more.

Owing to had business management we paid \$55,000. to drill the Friday well \$62-3250 fort, although the wells in the Ranger district are drilled 3500 fort with profit to the contractor for \$51,000.

Secretary Treasurer Elliott informed me after a return from a busions trip that he had paid a representative of the Texas R ilway commission \$4000. For the because our derrick on the Friday tract was placed on our property 100 fet from the line instead of 150. I made a motion before the Board of trustees on or about April 1929 as follows:

"No member of the board of trustees shall employ any relative of his in the National Workers' Company. " By reason for making this motion was that Elliott employed his father-in-law, who was a machinest for more than 20 years in Waco, and who knew practically nothing of the oil business as a field Superintendent at a salary of \$400 per menth, which was far in excess of anything he had ever earned before, and which was doubly wrong in-as-much as he knew nothing about the business, and was still further wrong because Mr. Williott was on the books for \$500, per menth as Superintendent of Production. The Drilling Company who was drilling our well was paying \$500 per menth for their superintendent. Thus there were three superintendents over one hole.

Against my protest Elliott sent his father-in-law to Stenewall county, and he in turn employed his sen as tool-dresser, and the driller came to me in angry disgust and informed me that instead of working the boy was sitting down smoking half the day. This resolution of mine was voted down by Flowers and Elliot, Steel

not being present.

On the strength of the Californians' report that we would have a 2000 barrel well on the Friday tract, Flowers in April sent cut a letter to all the stocke-holders informing than that we would have production before the let of May and would pay 5 per cent dividend. They well came in dry and no dividend was paid.

At a meeting of the board of trustees which I secured by extra-legal mans,

At a meeting of the heard of trustees which I secured by extra-legal mans, in other words physical force, April 15th 1920, they agreed, Elliott and Tlowers, to consult me in all transactions of the company over \$100.00 In this they have broken their word, and they are now ingaging in various deals with the company property, although trustees L.L. Steele has resigned, and another trustee, Lockridge is in the east and will not return, thus leaving the business in the hands of

two mon, Elliott and Plowers.

I have repeatedly tried to have a regular minutes of the board of trustees kept but have not been able to do so. I have objected to excessive calcrics paid to office help for whem there was simply no work to do. For instance in the Tyler office last may there were three lady clerks, a male bookkeeper, a man named Sam Shelton who did nothing that I could see, another man named Calcolial who merely drove the Mr. Flowers around town and did some odd jobs, and Mr. Flowers himself, thus having an office force of seven people where two could do all the work. This did not include the Desdemma office. One of the lady stenographers wrote to Mr. Elliott informing him that they had so little to do that they went to Moving Pictures shows in the afterno n. There were beside Mr. Elliott there were on an average three employees at the Desdemma office. There were thus 12 employee in all looking after me hele.

After the R riday well came in the later part of April Mr. Flowes sent out a letter to the stackholders in which he informed them that everyt hing would be alright because we had ever \$400,000 worth of property. This statement was untrue because while the property might list that way, there were a large number of claims against it which he did not list. And besides that a large number of leases beve-hes-lapsed-318hdegh 318ey-9-8e3-333363- were on the pointin-of lansing although they were listed in the letter Those lapsed are marked thru in booklet

attached hereto.

Incompetency taken in the form of making no deals with business men but merely trusting to their hencety might be described in this way. The company bought a second hand truck for \$450.00. It broke down and was placed in the garage at Desdemona without any agreement as to cost, and the garage man turned in a bill for \$4950.00

Mr. Plowes ordered a bookkeeping course for oil compunies from a Dallas firm and agreed to pay \$500. for it. This did not include any books, so far

as & know.

One of the assets turned over from the Norkers Common Trust by N.H.

Flowers was a known as the Groves No. 2 Will in Lampacas County. When Mr.

Flowers bought last Spring it was down 300 feet. He employed a contractor named C.H. White of Lampasas to drill to 2500 feet and paid him in advance, supplying material and everything necessary. Up to date the drilled well is not drilled and is in fact shut down, comething that would not have happened if the work was not paid for in ddvance, contrary to all rules of business precodure. Mr. Elliett and Flowers are now seeking without my comment and without oven consulting me to dispose of this well to former trustee, Steele, presumably in liquidation of a debt the company is supposed to mm Steele, although Steele has not delivered the proporties he pranised to deliver. And papers have to my mind been illegally drawn up to that effect.

At a me ting of the board of trustees in April, the one in which I used extra legal methods to have called, I raised the question that in the event of the Firday well coming in dry in the next week or so that we ought to discuss the future them. of the company and plans to develope our other properties, the using of our tools etc. I was told that I was out of order, and on asking why I was informed by President Plowers that the man with the closed suit case was right, and that consequently until the well came in a large producer nothing

should be discussed along the lines of future development.

I insisted that as reasonable men they must admit that there was a possibility of a dry hold on the Friday tract. Mr. Elliott backed up Mr. Flowers in the assertion that there was absolutely no possibility of failure, that the name man with the locked buti case was absolutely right, and could not make a mistake, that the machine was infallible and that consequently I was out of order until the gusher came in; so they voted me down, ten days before the hold was filled with salt water and the well abandoned at the second highest depth in the field.

I-have-asegd36303030-30303030 So as to make my income tax returns I wrote a telegram and personally requested for a statement as to what was due me as fiscal agent, but was unable to get the accounting.

Messrs. Elliott and Flowers, on July 46, 1920 went to Comanche for the purpose of trading some of the company's acreage to an oil company known as the transcontinental Oil company at Comanche.

I am informed that they are seeking to trade some oth the other properties too- Mr. Thompson who was associated with Mr. Dan. Powers at Desdemana. I fear that they will fritter away the balance of the compan's properties unless the court intervenes.

When the National Drilling and Proudction Co. was organized last year, 43 apparate pieces of property were listed, and later the Stonewall property and the Smith County property was added, and later the property of the Hi-Low Drilling Company, and on the bases of this showing, stock was sold. Since that time more than thirty pieces of property have lapsed either thru failure to pay lease money or thru inability of the first president L.E. Steels to deliver.

Jor my mys From Her Du Jan Herrey

Producers 88 Revised 12-42—(With 40-Acre Pooling Provision) OIL, GAS AND MINERAL LEASE THIS AGREEMENT made this	Texas Standard Forms
Clara B. Hickey, a widow,	8
1. Lessor in consideration of Ton and No/100	ee, WITNESSETH:
(\$	e purpose of investi- thereon to produce, unty, Texas, to-wit:
Section 9. B. B. S. & C. R. R. Company Surveys. Jones County, Texas, and being all or subdivision No. 8 set apart to J. C. Bryant in Cause No. 3579, styled H. S. Abbet vs. R. L. Ponick et al in the District Court of Jones County, Texas, described more	to ot al
lerly by metes and bounds excellens: in Judgment in said cause entered January 29, to which reference is here made for purposes of a more definite description of the l	1918,
covered hereby,	
and containingacres, more or less. In the event a resurvey of said lands shall reveal the existence of excess and/or vacant lands lying adjacent to the lands the lessor, his heirs, or assigns, shall, by virtue of his ownership of the lands above described, have preference right to acquire said excess and/or vacant lands, then in that event this lesse shall.	all cover and include
all such excess and/or vacant lands which the Lessor, his heirs, or assigns, shall have the preference right to acquire by virtue or his ownership or the lands above described as and when acquire the Lessee shall pay the lessor for such excess and/or vacant lands at the same rate per acre as the cash consideration paid for the acreage hereinabove mentioned. 2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long thereafter as oil, gas or other from said land or land with which said land is pooled hereunder.	mineral is produced
wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the neid where produced on the date of pincluding casinghead gas or other gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; where gas from a gas well is not sold or as Royalty \$100.00 per well per year and if such payment is made it will be considered that gas is being produced within the meaning of Paragraph 2 hereof; and (c) on all other minerals	value at the well of used, Lessee may pay mined and marketed,
one-tenth either in kind or value at the well or mine, at Lessee's election, except that on suppur mine and marketed the royalty shall be into tents (50c) per long ton. Lessee's all each coal, wood and water from said land, except water from Lessee's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. I privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations here the coal of the said property of the respect to the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations here when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of the Railroad Commission of authority, or when to do so would, in the judgment of Lessee promote the conservation of the oil and gas in and under and that may be produced from said premises, such pooling to be interesteding 40 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all	diate vicinity thereof, Texas or other lawful
payment of royalties on production from the pooled unit, as if it were included in this lease. It production is found on the pooled acreage, it shall be treated as if production is had from the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lesson shall receive on production from a unit so pooled only such pastipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved. 5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminal termin	ortion of the royalty
at	Dank
(\$	payment or tender of the or be succeeded by all deliver to Lessee a
rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the acreage covered hereby is reduced by said release or releases. 6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or of duction thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or if it be within the prire or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of 60 days from date of commences operations.	ther mineral, the pro-
or resumes the payment of tentas of	d land, or on acreage the expiration of the completed a dry hole ays, and if they result
would drill under the same or similar circumstances. 7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw: When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two lundred (200) feet of any residence or baru now on said land with the required to their heart, successors and assigns, but no change or division in a	and remove all casing. hout Lessor's consent.
Tentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until to Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assign or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lessee or of a portion thereof who commits such breach. In the event of the death of any per hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment executor or administrator of the estate, or if there he none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased. If at any time two or me to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the	nment hereof in whole rson entitled to rentals and qualification of an ore persons be entitled
said rental to which each participant is entitled may be paid or tendered to him separately or to his separate creat in said depository; and payment or tender to any participant or his portion at shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.	the rentals hereunder the several leasehold i to royalty hereunder,
cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no ever more than one well per forty (40) acres of the area retained hereunder and capable of producing oil, gas or other mineral in paying quantities. 10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in wh event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Less	instrument. After the nt be required to drill ole or in part, and in
warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be re Failure of Lessee to reduce royalties. 11. If any operation permitted or required hereunder, or the performance by Lessee of any covenant, agreement or requirement hereof is delayed or interrupted directly or indirectly acts, orders, regulations or requirements of the Government of the United States or of any state or other governmental body, or any agency, officer, representative or authority of any of them, the content of the United States or of any state or other governmental body, or any agency, officer, representative or authority of any of them, the content of the United States or of any state or other governmental body, or any agency, officer, representative or authority of any of them, the content of the United States or of any state or other governmental body, or any agency, officer, representative or authority of any of them, the content of the United States or of any state or other governmental body, or any agency, officer, representative or authority of any of them, the content of the United States or of any state or other governmental body, or any agency, officer, representative or authority of any of them, the content of the United States or of any state or other governmental body, or any agency, officer, representative or authority of any of them, the content of the United States or of any state or other governmental body, or any agency, officer, representative or authority of any of them, the content of the United States or of any state or other government of the United States or of any state or other government of the United States or of any state or other government of the United States or of any state or other government of the United States or of any state or other government of the United States or of any state or other government of the United States or of any state or other government of the U	by any past or future or because of delay or
Lessee, and the primary term of this lease shall automatically be extended after the expiration of the primary term set forth in Section 2 above, so long as the causes for clauses for such delays of and for a period of six (6) months thereafter, and such extended term shall constitute and shall be considered for the purposes of this lease as a part of the primary term hereof. The provision relating to the payment of delay rentals shall in all things be applicable to the primary term as extended hereby just as if such extended term were a part of the original primary term fixed in Lessee shall not be liable to Lessor in damages for failure to perform any operation permitted or required hereunder or to comply with any covenant, agreement or requirements.	as of Section 5 hereof,
IN WITNESS WHEREOF, this instrument is executed on the date first above written. WITNESSES:	Country Torids
thouse to me to be the person. Where name AN sententhes to the forceding instrument, and astroachdred to me that for the Fairness and consideration therein expressed GIVING DEFINE AND MEAN OF OFFICE this give the state of the fairness of the force of the fairness of the	executed the same
THE ORF MP, the undendered, a Patery Public in and for said County and State, on this day personnelly appeared. The part in M. Or or in	Lessor.
THE STATE OF TEXAS.	Lessee.

Agent.

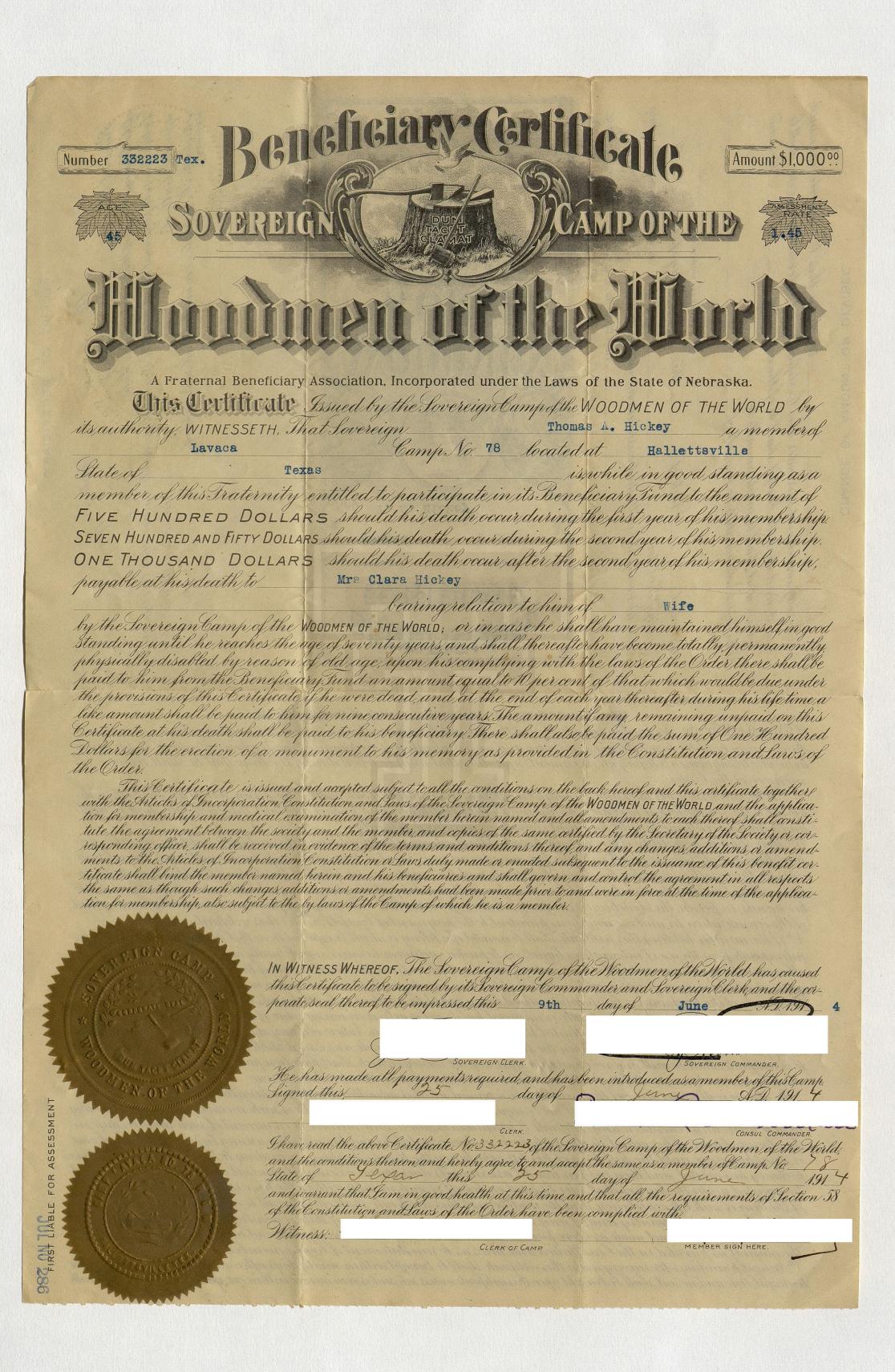
BENEFICIARY. OF RECEIPT

NUMBER, AMOUNT, 332223 \$ 1.00000 T. A. Hickey SECRET BENEFICIARY FRATERNITY. IMPORTANT. No camp nor officer thereof, nor any officer, employee, or agent of the Sovereign Camp has authority to waive any of the conditions of this beneficiary certificate or of the constitution and laws of the order.

Clerk Camp No.

Woodmen of the World

CHANGE OF AMOUNT OR DEVISEE towhom the



Conditions referred to and made a part of this Certificate.

1st Otris Certificate is issued in consideration of the representations warranties and agreements made by the person named herein in his application to become a member and in consideration of the payment made when introduced in prescribed form also his agreements to pay all assessments and dues that may be levied during the time that he shall remain a member of the Order

2nd If the admission fees dues and Sovereign Camp Tund assessments levied against the person named in this Certificate are not paid to the Clerk of his Camp as required by the Constitution and Laws of the Order this certificate shall be null

and void and continue sountil payment is made in accordance therewith.

3rd there shall be no liability of the Sovereign Camp of the Nicodmen of the Nicold under this certificate until the member named herein shall have paid all entrance fees one advance assessment of Sovereign Camp Fund and Camp General Fund dues for the month, signed his beneficiary Certificate and the acceptance slip attached thereto paid the physicians fee for examination, been obligated or introduced by a Camp or authorized deputy in due form and had manually delivered into his hands, in person, this beneficiary certificate while in good health. The foregoing provisions are hereby made a part of the consideration for and are conditions precedent to the payment of benefits under this certificate.

42 If the member holding this certificate shall be convicted of a felony or shall be expelled from the Order; or shall become so far intemperate from the use of intexicating liquors as to produce delinum tremens; or habitually uses opiates eccaine chloral or other narcetic or poison; or should die in consequence of a duel; or from the direct result of the drinking of intexicating liquors; or while engaged in war, except in defense of his own country or by his own hand or not whether same or insance or by the hands of justice or from a disease resulting from his own vicious, intemperate or immoral habits, act or acts; or in consequence of the violation or attempted violation of the laws of the State or of the United States or any other Province or Nation; or if any of the statements or declarations in the application for membership and upon the faith of which this certificate was issued shall be found in any respect until this certificate shall be need and void and of no effect and all moneys which shall have been paid and all sights and benefits which have account on account of this certificate shall be also lately forfaited without notice or service.

The absence or disappearance of the member herein named, whether admitted heretefore or hereafter from his last known place of residence and unkeard of shall not be regarded as any evidence of the death of such member norgive or create any right to recover any benefits on any certificate or certificates issued to such member, or on account of such membership in the absence of proof of his actual death, aside from and unarsisted by any presumption arising by reason of such absence or disappearance, until the full torns of his life expectancy the time he disappears according to the Carlyle table of life expectancy has expired, and then only on case all assessments dues special assessments and all other sums violocities for the contract of such member within the time required until the expiration of the term of such life expectancy, and the conditions of this certificate shall operate and be construed as a waver of any statute of any state or country to the contrary. In the over the payments are not made as above provided, said member shall stand to appended and connect be reinstated except in the manner of the contract of the forestitution and leave as a trace of the stand to be payments are not be reinstated except in the manner of the contract of the contrac

the manner as provided in the Constitution and Laws as to reinstatement of living members.

5th No legal proceedings for recovery under this certificate shall be brought within ninety days after receipt of proof of death by the Lovereign Clerk, and no suit shall be brought upon this certificate unless saws suit is commenced within one year from the date of death COUNTY OF STONEWALL

We, # T A Hickey and J.A.Ball in considers	tion of \$2.00
each, and other volumble congiderations, require of which	h to hereby
acknowledged, hereby release, relinquish and forever qu	it-cloims
any and all rights whatsoever acquired or held under th	e following
oil and gas lease, by me, dated the 1st day of Feb. 19	19 ,executed
# tor A Hickey & J A Ball by M P Carr and wife I	emma Carr
recorded in Volume 42 at page 315 Deed Records of Sto	normall County,
Pozes.	ADV. T. STEWN

The State of Texas |

Before me, the undersigned authority, in and for
said county and State, on this day personally appeared
known to me to be the person whose
name is subscribed to the foregoing instrument, and adknowledged to
me that he executed the same for the purposes and consideration
therein expressed.
Given under my hand and seal of office thisday of1921.

Brandehburg, Texas, August 31, 1915.

State of Texas,)
County of Stoewall)

This certifies that for and in consideration of the sum of ONE HUNDRED DOLLARS and the love and affection that I owe to my wife, Clara Hickey, I have this day sold and conveyed to her the said, Clara Hickey, all my rights and interest in the publishing pacencern of The Hallettsville Semi-Weekly New Era as well as The Rebel pow published at Hallettsville, Tex., including aff/subscription lists, machinery and other appliances now onwed by saidpublishing concerns.

This conveyance is to be considred temporary until the stock company overing the shove mentioned concerns is organized and my stock interest as it may appear shall then become the sole porperty of my wife, Clara Hickey.

Signed,

Witness-

THE STATE OF TEXAS.

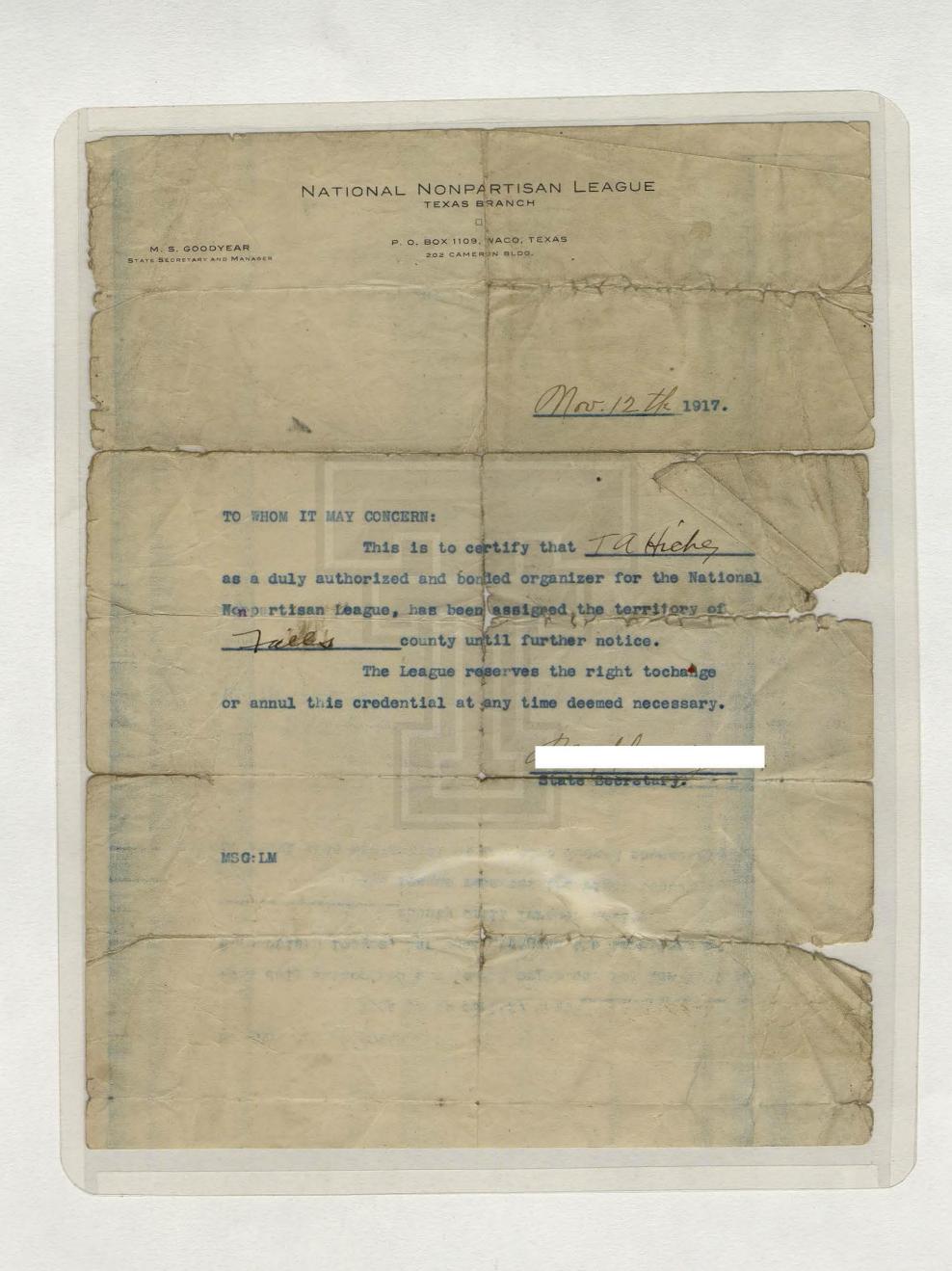
COUNTY OF HASKELL

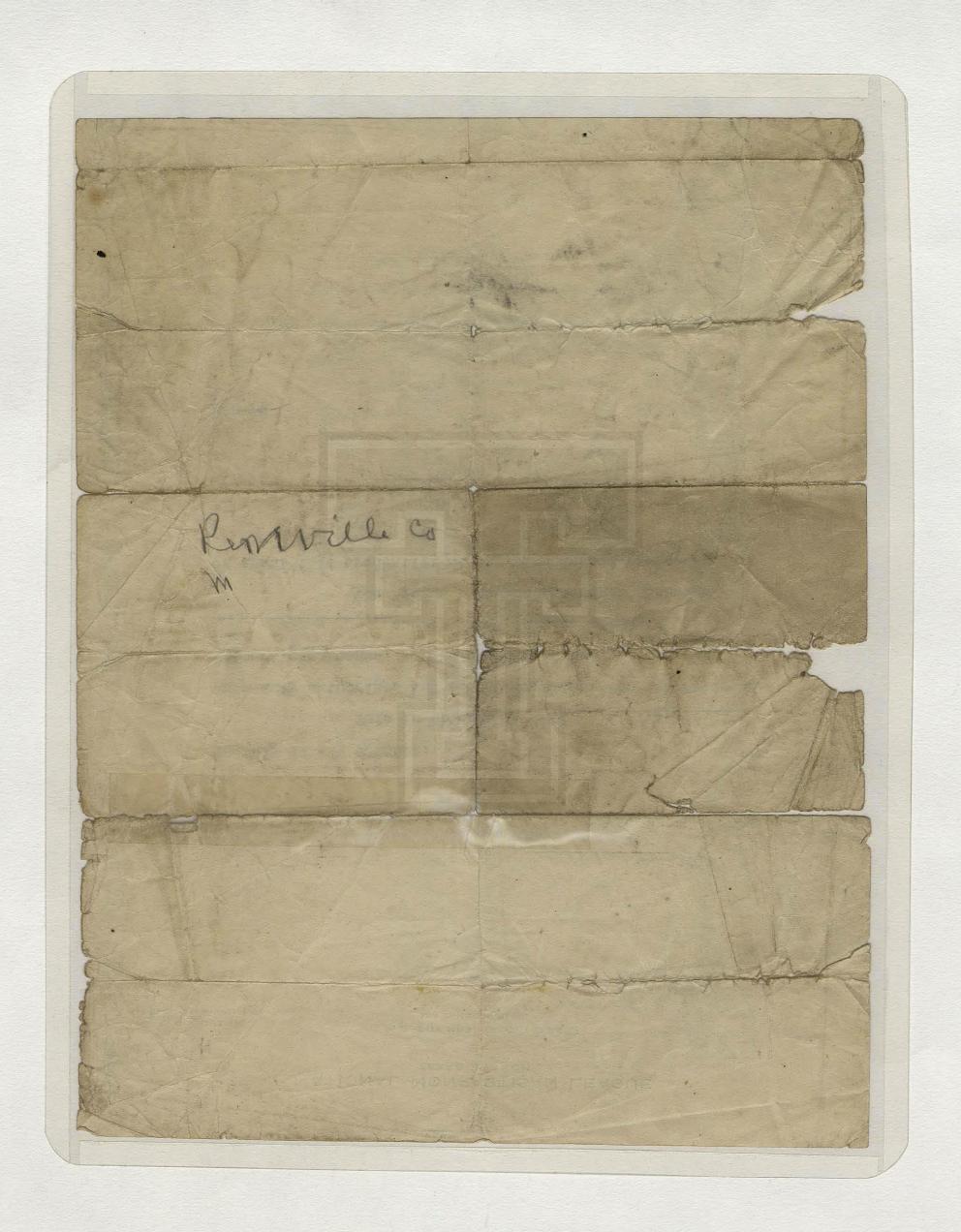
1915.

Pefore me, the undersigned authority, in and for Haskell County, Texas, on this day personally appeared T.A. Hickey, known to me to be the person whose wame is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 31st day of Aug.

Justice of the Beace & Ex-Officio Notary Public, Haskell Co., Texas.





	Sign Sign Sign Sign Sign Sign Sign Sign
	CTATE OF THE VACOURS
	CHELL CONTRACTOR OF THE PARTY O
	GOUNT COUNTY
	Marly Licensed or Ordained Minister of the Gospel, Jewish Rabbi, or to any legally Authorized Officer—Greeting:
Between Mr	or either of You, are hereby authorized and empowered to solemnize the RITES OF MATRIMONY And Mary David Door
In Testin	mony Whereof hereunto set my hand and the impress of my official seal, at my office in the City of and any of the control of the city of the control of the city
Waco, on this the	Deputy. Clerk County Court, McLennan County, Texas.
	Certify, that the within License was executed by me, joining the within named parties in the HOLY RIMONY, on the
UNION OF WATE	Signed:
	The within License returned into my office, thisday of
3	By Deputy. Clerk County Court, McLennan County, Texas.
GEO D BARNARO & CO ST LO	Turs