

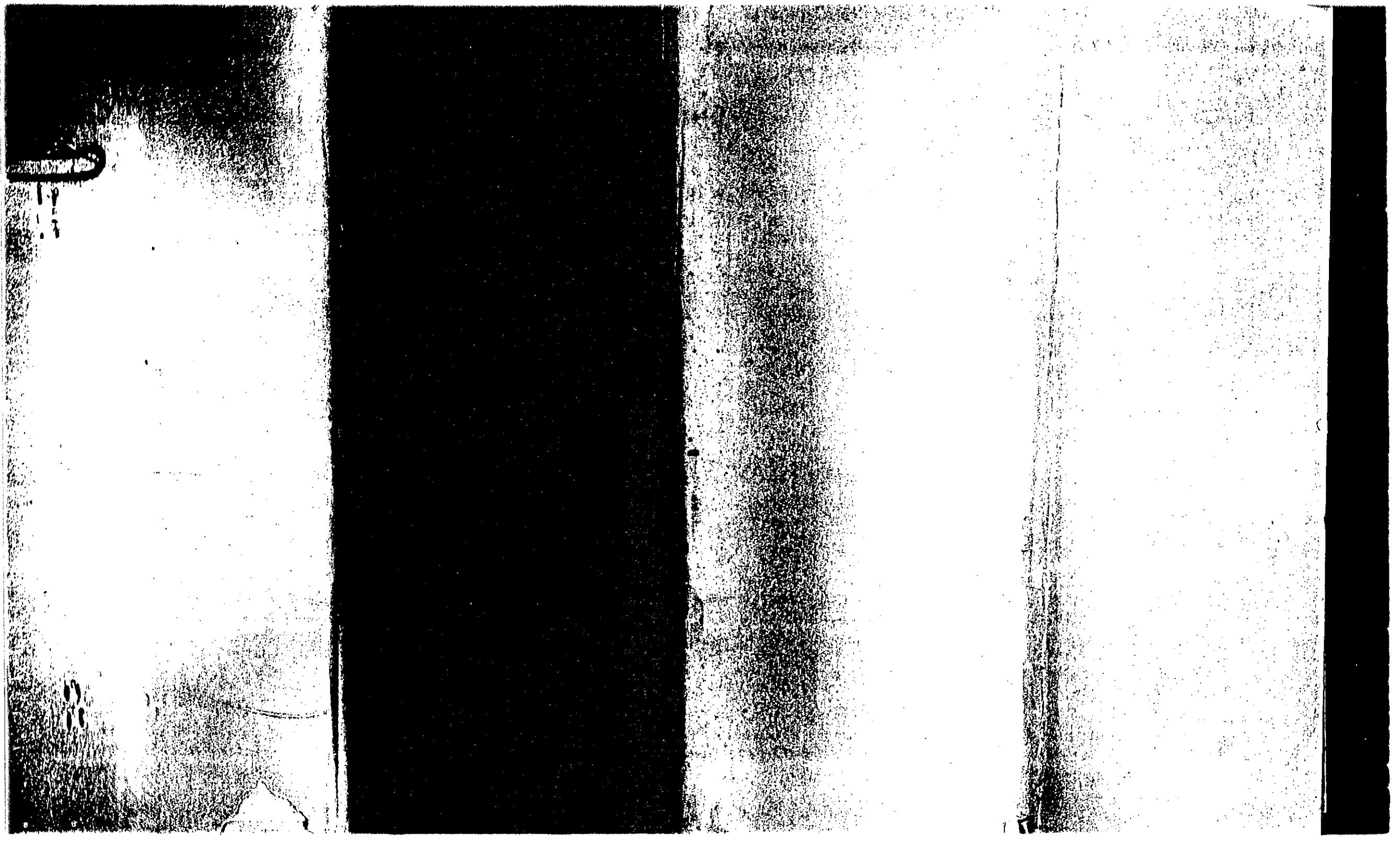
Wier
Dec 1930

E014917

WHITE LONG LEAF LUMBER COMPANY
 Production and Sales
 by Months for Year 1929.

	<u>Sales</u> <u>Foot</u>	<u>Sales Average</u>	<u>Production</u> <u>Foot</u>
1929			
January	4,768,758	\$32.12	5,183,665
February	4,869,190	32.51	4,838,840
March	5,185,425	32.39	4,850,345
April	5,260,125	33.41	5,030,810
May	5,203,190	34.10	5,474,854
June	4,774,638	35.84	4,976,857
July	5,368,755	33.94	5,263,944
August	4,700,751	33.80	5,152,753
September	4,666,855	34.92	4,925,340
October	4,485,320	34.50	5,111,036
November	3,382,552	35.38	4,780,075
December	3,285,162	32.04	4,616,945
	55,826,515	33.44	60,186,660

EO14665



THE LONG LUMBER COMPANY
Balance Sheet
January 31, 1930

<u>Assets</u>	
<u>Current:</u>	
Cash	\$557,974.88
Accounts Receivable:	
Lumber Sales	\$36,727.56
Miscellaneous	9,578.89
Bonds and Notes	79,875.00
U. S. Treas. Cert. of	
Indebtedness	35,000.00
Cert. of Deposit	
Accrued Interest	653.27
	<u>161,834.72</u>
	\$719,809.60
Inventories:	
Lumber	272,030.17
Lath	804.00
Hauling	1,212.10
Shingles	198.62
Wares at Store	57,207.61
	<u>331,452.50</u>
	1,051,282.10
	<u>367,417.50</u>
Land and Timber	
Permanent:	
Sawmill & Planing Mill	600,569.55
Logging & Trans. Dept.	295,411.29
Misc. Diles. Furn. & Equip.	249,452.72
	<u>1,235,233.56</u>
Real Estate - Mill Site	3,749.05
	<u>1,238,982.61</u>
Deferred Charges:	
Fire Insurance	12,250.45
Insurance Deposit Premium	2,750.00
Logging & Trans Equip.	6,566.10
Taxes Paid in Advance	152.09
Mfg. Expenses	4,257.35
Ice Plant Operations	250.41
N/S Inventory	10,989.05
Feed Inventory	4,287.59
Rail Lease Accrual	2,421.97
	<u>51,926.00</u>
	\$2,699,587.01

E014781

WING LONG LEAF LUMBER COMPANY

Balance Sheet
January 31, 1930

LIABILITIES

<u>Current:</u>	
Accruents Payable	\$15,563.52
Cashier's Drafts	1,181.70
Bank Check Circulation	<u>1,165.20</u>
<u>Accrued:</u>	
Payroll	5,825.90
Unclaimed Taxes	4,597.51
Local Taxes	5,900.00
U.S. Income Taxes 1929	69,725.60
Admin. Stampage Payment	<u>80,531.22</u>
<u>Deferred Turpentine Income</u>	
Reserve:	
For Depreciation Timber	315,207.43
For Depreciation on For U.S. Income Taxes 1930	<u>5,637.05</u>
<u>Capital:</u>	
Capital Stock	\$584,740.79
Surplus 1/1/30	
Dividend paid out	
of 1929 Surplus	<u>400,000.00</u>
Profits 1/31/30	194,740.79
	<u>47,631.59</u>
	<u>242,772.38</u>
	<u>1,242,372.38</u>
	<u>\$2,698,597.01</u>

EO14782

W.L. LONG LUMBER COMPANY
Profit and Loss Statement
January 1930

Lumber Sales	3,587,635 ft.B/H	\$145,744.83
Less Freight, Discount & Allowances		19,125.83
Lumber Used	3,587,635 "	186,881.00
Inventory Increase	49,659 "	819.57
	5,637,294 "	127,446.57
	1,220,320 "	25,271.50
	4,857,614 "	150,711.87

<u>Cost:</u>		28,279.60
Stumpage		28,219.27
Logging & Tree		25,665.20
W.F. Expenses		63,185.07

Gross Profit

<u>Deduct:</u>		
Selling Expense	\$4,291.85	6,082.28
Insurance	1,770.85	
		61,484.52

Incidental Operations:

Lath Sales	151.18
Moulding Sales	260.60
Shingle Sales	47.15
Store Sales	965.89
Ice Plant Operations	130.97
Rent Account	583.52
Medical Dept.	108.40
Turp. & Rosin Sales	2,640.08
M.P. Snow Operations	12.82
Wood Sales	67.75
Interest	1,077.84
Discount	1,188.92
Miscel. Earnings	569.70
	5,592.82
	67,077.34

<u>Deductions:</u>		
Taxes	5,850.36	
General Expenses	5,236.49	
Dep. Sawmill & Logging Equip.	4,371.85	13,458.70
Net Income	53,518.64	

<u>Deduct:</u>		5,887.05
Income Taxes January 1930		
Net Profit		\$47,631.69

E014783

W. H. LONG CO., DIVISION COMPANY
Profit and Loss Statement
January 1930

Income!		Average
Lumber Sales Net	5,567,675.84	\$126,621.00
Lumber Used	49,659	819.57
Inventory Increase.	3,637,294	127,440.37
	1,280,320	23,271.50
	4,857,614	156,711.87

Expense:		
Stumpage	\$28,279.60	
Logging & Tram	36,219.27	
Mfg. Expenses	25,666.20	
Selling Expenses	4,291.65	
Fire Insurance	1,770.65	
General Expense	5,256.49	
Taxes	5,950.36	
Dep. Sawmill, Logging & Tram Equip.	4,371.65	102,786.05
		\$47,925.82

Add: Other Income:

Less Sales	420.45	
Less Operating Exp.	371.61	151.18
Building Sales	109.15	
Less Operating Exp.	569.75	260.60
Store Sales	3,185.45	
Less Operating Exp.	2,232.58	
Ice Plant Operations	470.05	
Less Operating Exp.	601.02	130.97
Rent Account	1,945.55	
Less Operating Exp.	1,362.05	583.52
Medical Dept.	740.60	108.40
Less Operating Exp.	651.20	47.15
Shingle Mill		2,640.06
Turp. & Robin Sales		12.82
N.P. Shoe Operations		87.75
Wood Sales		1,097.84
Interest		138.82
Discount		568.70
Miscel. Earnings		5,592.82
Net Income		55,518.84

Deduct:

Income Taxes 1930		
		5,807.05

Net Profit

Summary of Cost based on Mill cut of 4,657,614 feet B/M:						
	Labor	Compensation	Insurance	Supplies	Total	Cost
Stumpage						
Logging & Tram	23,414.62	746.38	5,055.26		28,279.60	5.82
Mfg. Expenses	22,470.06	397.07	2,799.07		29,219.27	6.02
Selling Exp.					25,666.20	5.26
Fire Insurance					4,291.63	.88
General Expense					1,770.65	.56
Taxes					5,236.49	1.08
Dep. Sawmill & Logging Equip.					5,950.36	.81
					4,371.65	.80
					812,786.05	\$21.15

E014784

STRONG LONG LEAF LUMBER COMPANY
 Operating Statement Month of
 January 1930. Unit Cost based
 on Mill cut of 4,867,614 ft. S/F.

LOGGING DEPT. EXPENSES:

A/C	LOGGING DEPT. EXPENSE:	Labor	Supplies	Total	Average
1	Cleaving R/W	\$301.05	\$20.30	\$321.35	.07
1A	Crushing R/W	5,382.20	703.25	4,025.45	.85
1B	Laying Steel	1,968.15	100.22	2,068.37	.45
2	Sawing	5,717.20	2.27	5,719.47	.77
3	Steam Skidder	2,255.80	495.06	2,750.86	.57
3A	Team Skidder	855.05	422.50	1,275.55	.26
4	Loading	688.70	60.00	748.70	.15
4A	Comb. Loader	634.65	18.65	653.30	.15
5	Train Exp.	1,249.30	1,249.30	2,498.60	.96
5A	Train Exp.	1,346.15	936.65	2,282.80	.47
5B	Puel Expense	626.95	1,252.71	1,879.66	.39
6	Mount. Log Cars	745.95	-	745.95	.15
7	" Main Line	1,367.30	187.75	2,045.05	.42
7A	" Spurs	1,660.10	50.62	1,710.72	.36
10	General Logging Expenses	2,160.01	387.37	2,527.38	.52
11	Compensation Insurance	-	-	746.32	.15
12	Rail Lease Rental	-	-	469.81	.10
		\$23,414.62	\$4,868.45	\$28,283.07	6.02

SAWING DAIRY EXPENSE:

16	Pond Expense	455.06	22.69	477.74	.10
17	Sawmill Labor	6,828.15	6,828.15	13,656.30	1.41
17A	" " Expense	1,236.56	761.25	1,997.80	.41
18	Drop Sorter	1,530.10	11.31	1,541.41	.11
19	Stacking Kiln Trucks	880.50	36.18	916.68	.20
20	Kiln Expense	716.85	66.04	753.89	.16
21	Dry Sorter Expense	753.80	819.84	1,573.64	.17
22	Rough Shed	695.22	695.22	1,390.44	.14
23	Green Sorter	674.25	6.31	680.56	.15
24	Yard Expense	914.15	225.40	1,139.55	.25
25	Send in From Yard	538.65	45.52	584.17	.12
25A	" " Shed	593.25	172.62	665.87	.14
25B	Planing Mill	2,775.45	208.25	2,983.70	.55
26	Dr. Shed & Yard Exp.	610.80	35.49	646.29	.11
27	Timber Dchr & Sizer Exp.	750.75	334.44	1,085.19	.22
28	General Exp. Mill	2,034.59	556.21	2,590.80	.55
28	Shipping Expense	1,615.10	267.91	1,882.01	.39
29A	Dock	398.85	50.66	447.51	.10
30	Compensation Insurance	-	-	397.07	.08
		\$22,470.06	\$2,793.07	\$25,666.20	5.28

EO14785

ELKHORN LONG PINE LUMBER COMPANY
Manufacturing Cost Statement
January 1850 base on quantity
handled.

A/C	Post	Pay Roll	Supplies	Total	Average
16 - Pond Expense	4,857.614	\$455.05	\$23.69	\$477.74	.10
17 - Mill Labor	" 6,828.15			6,828.15	1.41
17A - " Repairs	" 1,236.55			1,236.55	.41
18 - Drop Sorter	2,248.800	530.10	11.31	541.41	.24
19 - Stacking Kiln	"	960.50		960.50	.43
Truck S	"	716.85	36.18	753.03	.33
20 - Kiln Expense	"	753.89	66.04	819.84	.38
21 - Dry Sorter	"	695.22		695.22	.51
22 - Rough shed	"	634.25	6.31	640.56	.40
23 - Yard Sorter	1,535.105	914.15	235.40	1,139.55	.72
24 - Yard Expense	"				
25A - Sand in	2,693.156	1,061.90	218.84	1,280.84	.47
26B - Planer	"	2,375.45	208.25	2,583.70	.96
27 - Timber Dock	1,025.809	750.75	354.44	1,085.19	1.06
27A - Shipping	" 1,062.809	396.85	30.66	447.51	.42
28 - Genl. Exp. Mill	4,857.614	2,034.59	556.21	2,590.80	.53
29 - Shipping	2,514.806	2,125.80	301.38	2,427.28	.96
30 - Comp. Insurance	" 4,857.614		397.07		.08

Summary	Lumber	W.C.	Shingleage	Total
Cost of lumber in Shed	6.02	3.80	5.82	15.64
" on Yard	6.02	3.24	5.82	15.08
" on Dock	6.02	3.18	5.82	15.02
" Planing Mill	"	1.43		1.43
" Shipping Dock	"	1.42		1.42
" " Other than Dock	"	.96		.96

E014786

T. T. CO. LTD. & CO. LTD. COMPANY

Lath Operations
January 1930Average

Sales Lath	588,700 pieces	\$2,379.50
Less Freight, Discount & Allowances		<u>2.89</u>
		<u>1,035.11</u>
		<u>1,346.30</u>
		<u>1,50</u>
Inventory Decrease	<u>520,000</u>	"
		<u>780.00</u>
Cost:		
Labor	68,700	"
Comportion Insurance		58.40
Supplies		8.32
Gross Profit		5.22
Deduct:		
Selling Expense		<u>145.96</u>
		<u>151.18</u>
Net Profit		

EO14767

THE LONG ISLAND TIMBER COMPANY
 Distribution of Grades Shipped
 January 1930

<u>Grade</u>	<u>Feet</u>	<u>Per cent</u>	<u>Average</u>
B and Better	220,478	6.1	\$51.59
S. D. Saps	46,828	1.3	42.10
No. 1	1,021,025	28.5	37.71
No. 2	769,424	21.5	24.25
No. 3	327,293	9.2	18.66
Total	1,181,568	33.4	42.42
	5,576,615	100.	35.37
Laths	586,203 pieces	2.31	
Scourings	24,620 lin. feet	.44	

E014738

THE LUMBER & IRON COMPANY
Comparative Statement of Estimated
and Actual Freight on Lumber and Lath
January 1950

Lumber	Lath
Estimated	Actual
\$18,051.00	\$17,935.35
<u>17,935.35</u>	<u>641.00</u>
	Actual over Estimated
\$117.67	\$8.42

E014783

Miles
Jan. 1930

EO14790

WILL LONG LEAF LUMBER COMPANY

Balance Sheet
February 28, 1930

ASSETSCurrent:Cash
Accounts Receivable:

Lumber Sales	\$51,641.15
Miscellaneous	13,884.75
Bonds and Notes	57,375.00
U.S. Treas. Cert. of	
Indebtedness	55,000.00
Cert. of Deposit	135,000.00
Accrued Interest	1,351.12
	<u>294,252.02</u>

Inventories:

Lumber	275,929.53
Lath	864.60
Mouldings	1,267.10
Shingles	245.72
Mase. & Store	61,012.11
Lrod and Timber	<u>339,319.06</u>
	<u>367,542.30</u>

Permanent:	
Sawmill & Planing Mill	680,594.02
Logging & Tram Dept.	297,665.45
Misc. Blgs. Furn. & Equip.	250,124.36
Real Estate - Mill Site	<u>1,228,381.81</u>
	<u>3,749.05</u>
	<u>1,232,130.86</u>

Deferred Charges:

Fire Insurance	12,781.87
Insurance Dep. Premium	2,750.00
Logging & Tram Equip.	5,822.51
Taxes Paid in Advance	101.73
Mfg. Expenses	3,257.35
Ice Plant Operations	250.41
M/S Inventory	20,300.51
Feed Inventory	5,939.63
Rail Lease Accrual	<u>1,952.16</u>
	<u>51,156.17</u>
	<u>\$2,798,889.26</u>

WILL LONG LEAF LUMBER COMPANY
Balance Sheet
February 28, 1930

E014791

WICH LONG LEAF LUMBER COMPANY
Balance Sheet
February 28, 1930

LIABILITIES

Current:

Accounts Payable	\$39,355.94
Cashier's Drafts	706.93
Trade. Check Circulation	<u>158.95</u>
	\$40,221.82

Accrued:

Pay Roll	5,964.35
Unclaimed Wages	4,573.81
Local Taxes	7,800.00
U.S. Income Taxes 1929	69,725.60
Addn. Stumpage Payment	<u>97,574.59</u>
	<u>185,638.35</u>
Deferred Turpentine Income	22,072.98

Reserve:

For Depreciation Timber	319,685.64
For Depreciation	932,318.29
For U.S. Income Taxes 1930	<u>12,505.37</u>
	<u>1,264,509.30</u>

Nominal:

Capital Stock	1,000,000.00
Surplus 1/1/30	594,740.79
Dividend paid out	
of 1929 Surplus	194,740.79
Profits 2/28/30	<u>400,000.00</u>
	<u>91,706.02</u>
	<u>236,446.81</u>
	<u>1,286,446.81</u>
	<u>\$2,798,889.26</u>

E014792

H. J. LUTCHER STARK
ORANGE. - TEXAS

WEIR LONG LEAF LUMBER COMPANY

Balance Sheet
March 31, 1930

ASSETS

Current:

Cash	\$460,751.42
Accounts Receivable:	
Lumber Sales	\$43,566.43
Miscellaneous	8,150.24
Bonds and Notes	61,503.75
U.S.Treas. Cert. of Indebtedness	35,000.00
Cert. of Deposit	135,000.00
Accrued Interest	2,206.49
	<u>235,426.91</u>

Inventories:

Lumber	271,424.19
Lath	818.17
Moulding	1,298.10
Shingles	1,207.62
Mdse. at Store	56,754.97
	<u>330,501.05</u>
	<u>1,076,679.38</u>

Land and Timber

	367,542.30
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Permanent:

Sawmill, Planing Mill	680,982.86
Logging and Tram Dept.	302,116.85
Misc. Bldgs. Furn. & Equip.	251,013.87
	<u>1,234,113.58</u>
Real Estate - Mill Site	<u>3,749.05</u>
	<u>1,237,862.63</u>

Deferred Charges:

Fire Insurance	11,172.30
Insurance Deposit Premium	2,750.00
Logging & Tram Equipment	5,925.60
Taxes paid in advance	700.12
Mfg. Expenses	2,257.35
Ice Plant Operations	250.41
M/S Inventory	26,295.27
Feed Inventory	2,217.48
Rail Lease Accrual	1,482.35
	<u>53,050.88</u>

\$2,735,135.19

E014801

APR 10 1930
H. J. LUTCHER STARK

WIER LONG LEAF LUMBER COMPANY

Balance Sheet
March 31, 1930

LIABILITIESCurrent:

Accounts Payable	\$33,410.85
Cashier's Drafts	862.83
Mds. Check Circulation	<u>169.75</u>
	\$34,443.43

Accrued:

Pay Roll	5,869.12
Unclaimed Wages	4,584.96
Local Taxes	11,700.00
U.S. Income Taxes 1929	52,294.20
Addn. Stumpage Payment	<u>16,789.53</u>
	<u>91,237.81</u>
Deferred Turpentine Income	19,380.96

Reserve:

For Depletion Timber	320,343.93
For Depreciation	935,250.74
For U.S. Income Taxes 1930	<u>16,768.51</u>
	<u>1,272,363.18</u>

Nominal:

Capital Stock	1,000,000.00
Surplus 1/1/30	594,740.79
Dividend paid out of	
1929 Surplus	<u>400,000.00</u>
Profits 3/31/30	<u>122,969.02</u>
	<u>194,740.79</u>
	<u>317,709.81</u>
	<u>1,317,709.81</u>
	<u>\$2,735,135.19</u>

E014802

WINTER LONG LEAF LUMBER COMPANY RECEIVED
RECEIVED
Balance Sheet
April 30, 1930

Current:

Cash	\$511,596.70
Accounts Receivable:	
Lumber Sales	\$47,839.90
Miscellaneous	9,618.19
Bonds and Notes	72,887.85
U.S.Treas. Cert. of Indebtedness	35,000.00
Cert. of Deposit	135,000.00
Accrued Interest	2,388.01
	<u>302,733.95</u>

Inventories:

Lumber	272,967.02
Lath	877.80
Moulding	1,338.10
Shingles	275.42
Mass. at Store	57,716.12
	<u>333,174.46</u>
	<u>1,147,505.11</u>

Land and Timber

Permanent:

Sawmill, Planing Mill	683,143.06
Logging & Tram Dept.	306,289.23
Misc. Bl'tgs. Furn. & Equip.	251,825.86
Real Estate - Mill Site	<u>1,241,358.15</u>
	<u>3,749.05</u>
	<u>1,245,107.20</u>

Deferred Charges:

Fire Insurance	9,601.36
Insurance Deposit Premium	2,750.00
Logging & Tram Equipment	5,965.66
Taxes Paid In Advance	649.76
Mfg. Expenses	1,257.35
Ice Plant Operations	250.41
M/S Inventory	26,280.20
Feed Inventory	2,967.66
Rail Lense Accrual	<u>1,012.54</u>
	<u>50,734.94</u>
	<u>\$2,811,061.67</u>

E014811

WIDE LONG LUMBER COMPANY
Balance Sheet
April 30, 1930

LIABILITIES

Current:

Accounts Payable	\$37,079.40
Cashier's Drafts	209.94
Msse. Check Circulation	<u>169.65</u>
	\$37,458.98

Accrued:

Pay Roll	6,275.79
Unclaimed Wages	4,591.86
Local Taxes	15,600.00
U.S. Income Taxes 1929	52,294.20
Adm. Stumpage Payment	<u>32,317.93</u>
	111,079.78
Deferred Turpentine Income	25,130.49

Reserve:

For Depletion Timber	322,288.55
For Depreciation	<u>939,674.09</u>
For U.S. Income Taxes 1930	<u>21,682.68</u>
	1,283,645.32

Nominal:

Capital Stock	1,000,000.00
Surplus 1/1/30	594,740.79
Dividend paid out of	
1929 Surplus	<u>400,000.00</u>
Profits 4/30/30	<u>194,740.79</u>
	<u>159,006.30</u>
	353,747.09
	1,353,747.09
	\$2,811,061.67

E014812

W. C. H.
 FER LONG LUMBER COMPANY
 Balance Sheet
 MAY 31, 1930.

RECEIVED
 H. J. STASK
 JUN 16 1930
 Referred to

Current:

Cash

Accounts Receivable:

Lumber Sales \$44,489.97

Miscellaneous 8,619.45

Bonds and Notes 72,837.85

U.S.Treasury Cert. of Indebtedness 35,000.00

Cert. of Deposit 260,000.00

Accrued Interest 3,675.35

Total 424,672.60

Inventories:

Lumber 235,924.57

Lath 794.25

Moulding 1,482.10

Shingles 310.22

Meats at Store 53,843.40

Total 342,354.54

Land and Timber 1,115,501.40

Total 460,792.15

Permanent:

Sawmill, Planing Mill 675,162.73

Logging & Tram Dept. 309,920.68

Miscel. Buildings, Furn. & Equip. 260,797.01

Real Estate - Mill Site 1,245,830.42

Deferred Charges:

Fire Insurance 8,665.22

Ins. Deposit Premium 2,750.00

Logging & Tram Equip. 5,566.10

Taxes Paid in Advance 595.70

Mfr. Expenses 257.35

Ice Plant Operations 250.41

M/S Inventory 27,810.40

Feed Inventory 2,470.40

Rent Lense Accrual 542.73

Total 48,908.40

Total \$2,874,821.70

E014822

WINTER LONG LEAF LUMBER COMPANY

Balance Sheet
May 31, 1930.

LIABILITIESCurrent:

Accounts Payable	\$35,319.52
Cashier's Drafts	117.00
Bank. Check Circulation	<u>184.40</u>
	\$35,621.01

Accrued:

Pay Roll	5,377.97
Unclaimed Wages	4,592.26
Local Taxes	18,500.00
U.S. Income Taxes 1929	52,294.20
Adv. Stumpage Payment	<u>49,328.33</u>
	<u>151,092.76</u>
Deferred Turnout Income	
	23,013.83

Reserve:

For Depletion Timber	325,686.83
For Depreciation	944,122.58
For U.S. Income Taxes 1930	<u>26,465.26</u>
	<u>1,296,274.67</u>

Nominal:

Capital Stock	1,000,000.00
Surplus 1/1/30	\$594,740.79
Dividend paid out of 1929 Surplus	<u>400,000.00</u>
Profits 5/31/30	<u>194,078.54</u>
	<u>388,819.33</u>
	<u>1,388,819.33</u>
	<u>\$2,874,821.70</u>

\$2,874,821.70

E014823

WIER LONG LEAF LUMBER COMPANY

Balance Sheet
June 30, 1930ASSETSCurrent:

Cash	\$276,103.01
Accounts Receivable:	
Lumber Sales	\$22,674.31
Miscellaneous	19,631.11
Bonds and Notes	67,548.75
Cert. of Deposit	405,000.00
Accrued Interest	<u>2,340.92</u>
	<u>517,195.09</u>
	<u>793,298.10</u>

Inventories:

Lumber	288,083.85
Lath	817.35
Moulding	1,476.10
Shingles	317.12
Merchandise at Store	<u>53,277.96</u>
	<u>343,972.38</u>

Land and Timber

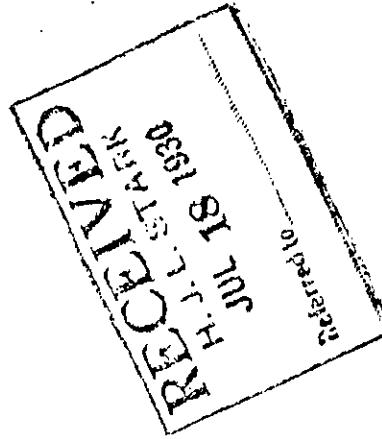
460,794.65

Permanent:	
Sawmill, Planting Mill	679,574.67
Logging & Tram Dept.	312,388.71
Miscl. Bldgs. Furn. & Fixtures	<u>261,552.70</u>
	<u>1,253,516.08</u>
Real Estate - Mill Site	<u>3,739.33</u>
	<u>1,257,255.41</u>

Deferred Charges:

Fire Insurance	8,149.52
Insurance Deposit Premium	2,750.00
Logging & Tram Equipment	5,574.98
Taxes Paid in Advance	649.77
Ice Plant Operations	250.41
W/S Inventory	25,036.29
Feed Inventory	<u>2,453.60</u>
Rail Lease Accrual	<u>72.91</u>
	<u>44,937.47</u>

\$2,900,258.01



E014832

WATER LONG LEAF LUMBER COMPANY

Balance Sheet
June 30, 1930LIABILITIESCurrent:

Accounts Payable	\$24,915.98
Cashier's Drafts	142.50
Mdse. Check Circulation	<u>181.55</u>
	\$25,240.03

Accrued:

Pay Roll	6,821.45
Unclaimed Wages	4,592.31
Local Taxes	23,400.00
U.S. Income Taxes 1929	34,862.80
Addn. Stumpage Payment	<u>58,988.26</u>
	128,664.82
Deferred Turpentine Income	<u>30,220.97</u>

Reserve:

For Depletion Timber	328,564.25
For Depreciation	947,119.56
For U.S. Income Taxes 1930	<u>29,483.83</u>
	1,305,167.64

Nominal:

Capital Stock	1,000,000.00
Surplus 1/1/30	594,740.79
Dividend paid out	
of 1929 Surplus	
Profits 6/30/30	
	<u>400,000.00</u>
	194,740.79
	<u>216,214.76</u>
	410,955.55
	<u>1,410,955.55</u>
	\$2,900,258.01

E014833

WIER LONG LEAF LUMBER COMPANY

Balance Sheet
July 31, 1930ASSETSCurrent:

Cash	\$167,054.32
Accounts Receivable:	
Lumber Sales	\$67,145.78
Miscellaneous	7,774.39
Bonds and Notes	80,690.75
Cert. of Deposit	405,000.00
Accrued Interest	3,435.07
	<u>564,045.99</u>
	<u>\$731,100.51</u>

Inventories:

Lumber	287,865.44
Lath	771.30
Moulding	1,369.60
Shingles	266.42
Mdse. at Store	58,206.60
	<u>348,479.36</u>

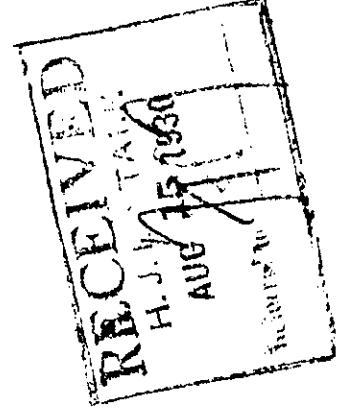
Land and Timber	1,078,579.67
	<u>1,078,579.67</u>

Deferred Charges:	460,794.65
	<u>460,794.65</u>

Permanent:	
Sawmill, Planing Mill	688,695.95
Logging & Tram Dept.	315,779.13
Miscl. Bldg. Furn. & Equip.	254,203.76
Real Estate - Mill Site	<u>1,258,678.84</u>
	<u>3,739.33</u>
	<u>1,262,418.17</u>

Fire Insurance	7,100.77
Insurance Deposit Premium	2,750.00
Logging & Tram Equipment	7,034.71
Taxes paid in advance	584.90
Ico Plant Operations	250.41
M/S Inventory	26,916.52
Feed Inventory	6,151.80
Rail Lease Accrual	2,038.55
	<u>52,827.66</u>

\$2,855,620.15



E014846

HORN LONG IRAP LUMBER COMPANY

Current:

Accounts Payable
Mdse. Check Circulation

Accounts Payable	\$51,456.32
Mdse. Check Circulation	<u>153.15</u>
	\$31,609.47

Accrued:

Pay Roll
Unclaimed Wages
Local Taxes
U.S. Income Taxes 1929
Adm. Stumpage Payment

Pay Roll	9,264.55
Unclaimed Wages	<u>4,592.48</u>
Local Taxes	27,300.00
U.S. Income Taxes 1929	34,862.80
Adm. Stumpage Payment	<u>69,766.28</u>
	<u>145,786.11</u>
Deferred Turpentine Income	

Reserve:

For Depletion Timber
For Depreciation
For U.S. Income Taxes 1930

For Depletion Timber	331,762.89
For Depreciation	<u>950,770.56</u>
For U.S. Income Taxes 1930	<u>32,804.37</u>
	1,315,337.82

Nominal:

Capital Stock
Surplus 1/1/30 594,740.79
Dividend paid out
of 1929 Surplus 400,000.00
Profits 7/31/30 240,565.36
Dividend paid
July 1930 100,000.00

Capital Stock	1,000,000.00
Surplus 1/1/30	594,740.79
Dividend paid out	
of 1929 Surplus	<u>400,000.00</u>
Profits 7/31/30	<u>240,565.36</u>
Dividend paid	
July 1930	<u>100,000.00</u>
	<u>140,565.36</u>
	<u>335,306.15</u>
	<u>1,335,306.15</u>

\$2,855,620.15

E014847

WIER LONG LEAF LUMBER COMPANY

Balance Sheet
August 31, 1930

ASSETSCurrent:Cash

Accounts Receivable:	\$77,121.71
Lumber Sales	7,092.29
Miscellaneous	79,890.75
Bonds and Notes	405,000.00
Cert. of Deposit	4,977.32
Accrued Interest	

\$209,868.02

Inventories:

Lumber	271,748.37
Lath	987.75
Moulding	1,378.10
Shingles	241.52
Moae. at Store	59,953.89
	<u>334,309.63</u>

1,118,259.72

460,794.65

Land and Timber

Permanent:	688,700.76
Sawmill, Planing Mill	317,805.91
Logging & Tram Dept.	254,230.74
Miscel. Bldgs. Furn. & Equip.	<u>1,260,737.41</u>
	<u>3,739.53</u>

Real Estate - Mill Site

Deferred Charges:

Fire Insurance	14,980.13
Insurance Deposit Premium	2,750.00
Logging & Tram Equipment	7,258.57
Taxes paid in Advance	520.05
Ice Plant Operations	250.41
N/S Inventory	27,680.52
Feed Inventory	6,349.29
Rail Lease Accrual	<u>2,291.74</u>
	<u>62,080.69</u>

\$2,905,611.80

E914856

WINTER LONG LEAF LUMBER COMPANY
Balance Sheet
August 31, 1930

LIABILITIES

Current:
Accounts Payable \$41,542.31
Cashier's Drafts 56.25
Mdsse. Check Circulation 182.20 \$41,780.76

Accrued:
Pay Roll 7,753.22
Unclaimed Wages 4,594.23
Local Taxes 31,200.00
U.S. Income Taxes 1929 34,862.80
Addn. Stumpage Payment 78,312.09 157,722.34 \$199,503.10
Deferred Turpentine Income 24,652.14

Reserve:
For Depletion Timber 334,931.84
For Depreciation 954,394.39
For U.S. Income Taxes 1930 35,686.75 1,325,012.98

Nominal:
Capital Stock 1,000,000.00
Surplus 1/1/30 \$594,740.79
Dividend paid out 194,740.79
of 1929 Surplus 400,000.00
Profits 8/31/30 261,702.79
Dividend paid 100,000.00
July 1930 161,702.79 356,443.58 1,356,443.58
\$2,905,611.80

E014857

WIER LONG LEAF LUMBER COMPANY

Balance Sheet
September 30, 1930ASSETSCurrent:Cash

\$205,970.79

Accounts Receivable:

Lumber Sales	63,297.55
Miscellaneous	6,388.54
Bonds and Notes	76,890.75
Cert. of Deposit	355,000.00
Accrued Interest	5,059.54
	<u>506,636.88</u>

Inventories:

Lumber	284,845.24
Lath	1,005.08
Moulding	1,378.10
Shingles	181.22
Hdse. at Store	<u>61,551.44</u>
	<u>348,961.08</u>

Land and Timber

	1,061,568.25
	<u>460,794.65</u>

Permanent:

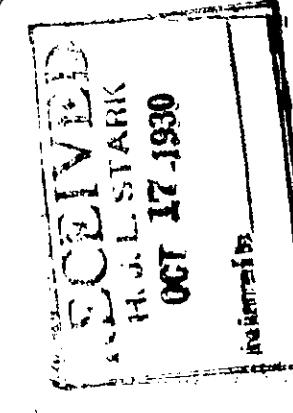
Sawmill, Planing Mill	688,700.76
Logging & Tram Dept.	318,665.25
Miscl. Blocs. Furn. & Equip.	<u>254,554.08</u>

Real Estate - Mill Site	<u>1,261,920.07</u>
	<u>3,739.33</u>

Deferred Charges:

Fire Insurance	15,552.29
Insurance Deposit Premium	2,750.00
Logging & Tram Equip.	5,566.10
Taxes Paid in Advance	455.16
Ice Plant Operations	250.41
M/S Inventory	27,724.42
Feed Inventory	7,059.60
Rail Lease Accrual	<u>3,161.81</u>
	<u>62,519.79</u>

	\$2,850,542.09
--	----------------



E014866

WIER LONG LEAF LUMBER COMPANY

Balance Sheet
September 30, 1930LIABILITIESCurrent:

Accounts Payable	\$42,946.35
Cashier's Drafts	173.11
Mdse. Check Circulation	<u>170.80</u>
	\$43,290.26

Accrued:

Pay Roll	9,782.31
Unclaimed Wages	4,595.83
Local Taxes	35,100.00
U.S. Income Taxes 1929	17,431.40
Addn. Stumpage Payment	<u>10,064.07</u>
	76,983.61
Deferred Turpentine Income	
	21,844.58

Reserve:

For Depletion Timber	538,680.67
For Depreciation	957,960.92
For U.S. Income Taxes 1930	<u>38,043.75</u>
	1,334,695.34

Nominal:

Capital Stock	\$594,740.79
Surplus 1/1/30	
Dividend paid out of 1929	
Surplus	<u>400,000.00</u>
Profits 9/30/30	<u>276,987.51</u>
Dividends paid July 1930	<u>100,000.00</u>
	178,987.51
	373,728.30
	1,373,728.30
	\$2,850,542.09

E014857

F01935

BALANCE SHEET AUDIT

WINTER LONG ISLAND LUMBER COMPANY - HOLLISBON, NEW YORK

December 31, 1935

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7/1

F01934

I N D E X

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F01936

J. A. PHILLIPS COMPANY

J. A. PHILLIPS, C.P.A.
H.J. WILHELM, C.P.A.
G.B. SHEFFIELD, C.P.A.
V.T. GILCHRIST, C.P.A.

CERTIFIED PUBLIC ACCOUNTANTS
SECOND NATIONAL BANK BLDG.
HOUSTON, TEXAS

January 25, 1956.

Board of Directors and Stockholders,
Wileman's Leaf Lumber Company,
Houston, Texas.

Gentlemen:

We have completed our examination of the books of account and records pertaining to the assets and liabilities of the Wileman's Leaf Lumber Company, Houston, Texas as of the close of business December 31, 1955 and submit herewith our report.

The financial condition of the Company at December 31, 1955, in our opinion, is satisfactory in all respects on the Balance Sheet included herein. Balance Sheet comparisons, in comparison to the years ended December 31, 1955 and 1954 is summarized below:

1955		1954	
Current.....	\$13,361.64	731,652.07	\$97,709.57
Other Assets.....	134,160.42	35,413.63	30,709.79
Capital and Retain-			
Less			
Reserve).....	30,753.50	102,593.52	11,503.94*
Retirement (Defere-			
Cater).....	100,364.43	232,500.43	33,156.00*
Deferred Charges.....	53,753.86	60,375.50	7,221.64*
Sum,.....	\$1,257,452.93	\$1,311,141.15	\$76,311.78
<u>LIQUIDATION</u>			
Current.....	\$120,081.78	\$97,358.43	\$22,663.35
Deferred Income.....	15,256.48	6,863.70	8,392.78
Capitalized Stock.....	1,000,000.00	1,000,000.00	-0-
Sum,.....	\$1,252,174.67	\$1,002,919.02	\$45,255.85
	\$1,257,452.93	\$1,211,141.15	\$76,311.78

F01937

Our certificate or report upon an audit or examination is delivered to client with the understanding that any advertising, publication

or copy therefrom, in full or in part, of such certificate or report, shall be in the form to be approved by us.

The net increase of \$45,255.65 in Surplus account as reflected in the foregoing summary, is accounted for as follows:

Net Profit for the year 1935 before Provision for Federal Income Tax.....	\$214,388.69
Less Provision for Federal Income Tax - Year 1935.....	<u>26,966.59</u>
	\$185,422.10
Less: Dividends paid during 1935.....\$140,000.00	
Adjustment of Prior Years Income Tax.....	<u>146.45</u>
	<u>140,146.45</u>
THE INCREASE IN SURPLUS.....	\$ 45,255.65

DOMESTIC
CASH
AND BANKS
BALANCE
set forth below:

12-31-35 12-31-34
1935 1934

CURRENT ASSETS	
CASH.....	\$510,207.09
U. S. Securities.....	10,004.62
Notes Receivable.....	2,141.17
Accounts Receivable..	59,658.25
Inventories.....	<u>231,270.47</u>
TOTAL CURRENT ASSETS.....	\$619,561.64
	\$429,569.86
CURRENT LIABILITIES	
Accounts Payable.....	32,760.06
Accrued.....	87,261.70
TOTAL CURRENT LIABILITIES.....	<u>120,021.76</u>
	\$7,358.43
TOTAL CURRENT ASSETS TO CURRENT LIABILITIES.....	6.83 TO 1
	7.41 TO 1

The tabulation next following expresses the data contained in the preceding summary in the per cent which each item bears to total current assets:

FO1938

INCOME STATEMENT
SUBMITTED JOURNAL
12-31-35 12-31-34

CURRENT ASSETS			
Cash.....	63.01	59.54	5.47
J. J. Securities....	1.22	4.37	3.15*
Notes Receivable....	.56	2.39	2.15*
Accounts Receivable	7.28	3.41	5.57
Inventories.....	26.25	30.29	2.06*
GENERAL CURRENT ASSETS	100.00	100.00	-0-
CURRENT LIABILITIES			
Accounts Payable....	4.00	5.25	1.75
Accrued.....	16.55	11.34	• 59 *
SELLING EXPENSES.....	14.65	12.49	1.16
GENERAL EXPENSES.....	65.35	66.51	1.16*
GENERAL CASH FLOW.....	====	====	====

The statement of Income and Expense included elsewhere herein reflects the results of operations of the Company for the year ended December 31, 1935. We submit below comparison of Income and Expense statements, in condensed form, for the years 1935 and 1934:

	AMOUNT	AMOUNT	PERCENTAGE INCREASE*
	12-31-35	12-31-34	
Net Sales.....	\$1,112,662.36	\$941,143.17	171,546.19
Cost of Sales.....	805,285.70	626,760.86	176,524.84
	7 307,402.66	7315,351.31	4,376.65*
Other Operating Income.....	57,034.36	65,477.65	16,445.47*
GROSS PROFIT.....	354,457.04	377,859.16	23,422.12*
Operating Expenses....	152,379.54	146,475.55	5,500.96
OPERATING PROFIT.....	200,057.50	229,360.58	29,323.08*
Other Income - Net....	14,331.19	16,381.87	2,060.68*
NET INCOME.....	214,388.69	245,772.45	31,383.76*
Federal Income Tax....	26,986.59	33,176.00	4,189.41*
NET PROFIT.....	\$ 165,402.10	\$ 212,596.45	\$ 27,194.35*
	=====	=====	=====

The Comparative Operating Statement submitted above in dollar volume, is expressed in the per cent which each item bears to Net sales in the following tabulation:

F01939

	JAN CASH & SECURITIES	DEC CASH & SECURITIES*
	<u>1935</u>	<u>1934</u>
Net Sales.....	100.00	100.00
Cost of Sales.....	<u>72.37</u>	<u>66.61</u>
Other Operating profit	<u>27.65</u>	<u>33.19</u>
Operating Expenses....	<u>4.25</u>	<u>6.96</u>
GROSS INCOME....	<u>31.66</u>	<u>40.15</u>
OPERATING PROFIT....	<u>15.67</u>	<u>15.76</u>
Other Income - Net....	<u>1.59</u>	<u>24.37</u>
NET INCOME....	<u>19.26</u>	<u>1.74</u>
Federal Income Tax....	<u>2.61</u>	<u>26.11</u>
State Income Tax....	<u>1.67</u>	<u>3.55</u>
	=====	=====
	=====	=====

DURING THE YEAR 1935 THE COMPANY REALIZED A NET PROFIT OF \$15,405.10, AS COMPARED TO \$12,590.45 FOR THE PRECEDING YEAR, A DECREASE OF \$27,194.55. THIS DECREASE RESULTS PRIMARILY FROM A DECREASE OF \$5.56 IN MARGIN OF PROFIT ON LUMBER SALES, OCCASIONED TO A GREAT EXTENT BY AN INCREASE IN MANUFACTURING AND LOGGING EXPENSES DURING THE YEAR 1935.

OUR BALANCE SHEET, AS INCLUDED HEREIN, IS SUBJECT TO THE FOLLOWING COMMENTS:

CASHIER'S FUND IS SHOWN AS REPORTED BY THE WILL CASHIER AT WILSTETTE, TEXAS. CASH ON CASH DEPOSIT WAS CONFIRMED BY DIRECT CONCURRECTION WITH THE DEPOSITORY BANKS, THE AMOUNTS REPORTED BY THE BANKS BEING RECONCILED BY US TO THE AMOUNT SHOWN ON OUR BALANCE SHEET. CERTIFICATES OF DEPOSIT WERE VERIFIED BY INSPECTION OF THE INDIVIDUAL INSTRUMENTS.

U. S. TREASURY NOTES AGGREGATING \$10,000.00 WERE EXAMINED BY US. UNMATURED INTEREST COUPONS WERE ATTACHED TO THE NOTES.

NOTES RECEIVABLE, CLASSIFIED ON OUR BALANCE SHEET AS SECURED AND UNSECURED, WERE EXAMINED BY US AND ARE LISTED IN DETAIL ON SCHEDULE INCLUDED ELSEWHERE HEREIN.

FO1940

Accounts Receivable from Lumber sales at
December 31, 1935, deducted \$5,103.45
before allowance for freight or 10% 1.15.
These accounts were proved by series balance
of the individual accounts, and were used by us with respect
to dates of changes, summary of which is set out below:

CHARGE DATE	AMOUNT	FC CHG.
December, 1935.....	\$43,113.00	66.51
November, 1935.....	13,557.02	21.44
October, 1935.....	4,152.38	6.65
From October, 1935.....	\$,256.97	3.55
	165,109.45	100.00
	=====	=====

Further analysis reveals that \$5,600 of the
amount due at December 31, 1935 was paid during the first
seventeen days of January, 1936. In addition to the above,
miscellaneous accounts averaging \$6,650 and creditors
debit balances totaling \$5,300 comprise the aggregate of
\$59,856.25 shown on our balance sheet. Detailed schedule
of accounts receivable is included elsewhere herein.

Inventories of lumber, lath, shingles, shingles,
etc. etc. are included as taken and priced by the
management and have been certified to us by
a responsible official of the company with respect to quantity,
quality and salability. We thoroughly tested the mathematical
accuracy of the original inventory records.

Industrial and municipal Bonds, having a
total book value of \$121,439.42, together with
insurance deposits amounting \$2,750.00
comprise the aggregate of \$124,189.42 classi-
fied as other assets on our balance sheet. Bonds owned were
examined by us and all unmatured interest coupons were
attached to the bonds.

Attention is directed to the fact that -- &
--. Standard Bonds in the amount of \$5,000.00 matured on
December 15, 1935 and are in default. The Company owns
bonds of A. & L. Stadlin aggregating \$10,000.00, and interest
coupons on these bonds have not been paid since June 15, 1934.
Interest on these bonds aggregates \$900.00.
Schedule of Other Assets is included later herein.

F01941

RECORDED AS TO
EXTRAORDINARY

NUMBER AND MEMBER LINES ARE INCLUDED AS
SHOWN BY THE COMPANY'S RECORDS. A REVISION
FOR DEPLETION APPEARS TO BE BRIEFLY.

DEPRECIATED ASSETS ARE INCLUDED AS SHOWN BY
THE COMPANY'S RECORDS AND ARE WITHOUT
INVENTORY OR APPRAISEL BY US. ADDITIONS TO
THESE ASSETS WERE SUPPORTED BY INVOICES OR
OTHER DATE ON FILE. A REVISION FOR DEPRECIATION APPEARS TO
BE BRIEFLY. SCHEDULE OF DEPRECIATED ASSETS IS INCLUDED ELSE-
WHERE HEREIN.

SCHEDULED
CHARGES

DEPRECIATED EXPENSES AND SUPPLIES, AS DETAILED
BRIEFLY, ARE FROZEN CHARGES AGAINST FUTURE
OPERATIONS OF THE COMPANY AND ARE SHOWN ON
OUR BALANCE SHEET AS DEFERRED CHARGES:

Unexpired Insurance - Premiums.....	15,836.35
Mill Supplies and Feed Inventory...	29,339.70
Deposited Renting and Gym License...	4,804.39
Grain Dock Operations.....	5,126.02
Miscellaneous.....	<u>987.40</u>
	<u>\$53,755.56</u>

IN THE PREPARATION OF THIS REPORT WE HAVE
MADE PROVISION FOR ALL ASCERTAINED LIABILITIES
OF THE COMPANY AT DECEMBER 31, 1935; AND WE
HAVE OBTAINED A SIGNED STATEMENT FROM A RESPONSIBLE OFFICIAL
OF THE COMPANY TO THE EFFECT THAT ALL KNOWN LIABILITIES WERE
REFLECTED BY THE RECORDS OR WERE REPORTED TO US DURING THE
COURSE OF OUR EXAMINATION.

ACCOUNTS
PAYABLE

SCHEDULE OF ACCOUNTS PAYABLE IS INCLUDED
ELSEWHERE HEREIN, SETTING FORTH THE DETAIL
OF THE AMOUNTS AS SHOWN ON OUR BALANCE
SHEET.

ACCUMULATED
DEPRECIATION

ACCUMULATED LIABILITIES AT DECEMBER 31, 1935 ARE
SHOWN IN DETAIL ON THE FACE OF THE BALANCE
SHEET.

CAPITAL
STOCK

UNEARNED INCOME PERTAINING TO TURPENTINE AND
RESIN OPERATIONS AND INTEREST DUE ON A & M.
STADIUM BONDS BUT NOT COLLECTED HAS BEEN
REFERRED TO FUTURE OPERATING PERIODS OF THE COMPANY.

CAPITAL
STOCK

CAPITAL STOCK OUTSTANDING WAS PROVED BY
EXAMINATION OF THE OPEN STOCK CERTIFICATES
STUBS.
SCHEDULE OF SHAREHOLDERS OF RECORD
AT DECEMBER 31, 1935 IS INCLUDED LATER HEREIN.

F01942

As evidenced by policies submitted for our
Inspection, the Company's insurance protection
at December 31, 1935 was as follows:

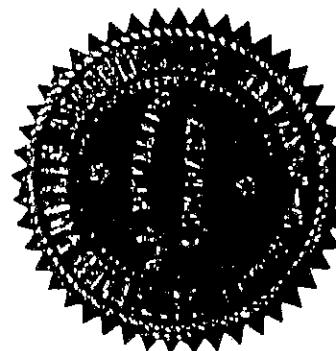
ITEM	AMOUNT
Office Buildings and Machinery, Etc.....	\$475,700.00
Number Inventory.....	203,500.00
Store Building and Inventory.....	36,500.00
Miscellaneous Buildings Etc.	
Contents.....	74,000.00
 <u>LIABILITY INSURANCE</u>	
Loss and Occupancy.....	77,500.00
Steel Boiler and Pipe -	
Liability and Property Damage	
Workmen Compensation	
Automobile Coverage	
Passenger Liability Bonds	
Depositors Property Bond	
Burglary and Robbery - Safe at Mengate	
Manufacturers and Contractors - Public Liability	
Hired Automobiles -	

The Company's agreement with timber owners,
Contractor, with respect to combined salaries of President,
Vice-President and General Manager is being
supplied with.

Subject to the foregoing comments, we hereby
CERTIFY that in our opinion the annexed Balance
Sheet is drawn up so as properly to reflect
the financial condition of the Company at December 31, 1935.

Very truly yours,

A. Phillips Company
CERTIFIED PUBLIC ACCOUNTANTS.



F01943

BALANCE

WINTER LONG LEAF LUMBER COMPANY

As of the close of business

ASSETS

<u>GENERAL</u>	<u>CASH</u>	
Cashier's Fund	\$ 7,889.95	
Cash on Deposit	<u>\$ 435,021.60</u>	\$ 440,511.73
Certificates of Deposit	\$ 75,000.00	<u>\$ 75,375.36</u>
Accrued Interest	<u>\$ 375.56</u>	\$ 516,237.09
U. S. Government Notes		\$ 10,000.00
Accrued Interest		<u>\$ 4.56</u>
Interest Receivable		\$ 10,004.56
Debated by Steel Estate, Socoms, Inc.		\$ 395.00
Unsecured		<u>1,136.04</u>
Accrued Interest		<u>2,031.04</u>
Accrued Interest		<u>50.15</u>
Accrued Interest		<u>2,141.17</u>
Lessor's Advance		\$ 65,109.45
Lessor's Advance		<u>10,161.15</u>
Lessor's Advances for Freight		\$ 52,943.50
Lessor's Advances		<u>6,636.05</u>
Lessor's Advances		<u>23.90</u>
Lessor's Advances		\$ 59,653.25
Lessor's Advances		
Lessor's Advances		\$ 153,813.44
Lessor's Advances		<u>1,271.15</u>
Lessor's Advances		<u>56.23</u>
Lessor's Advances		<u>2,449.16</u>
Lessor's Advances - Store and Ice Plant		<u>21,361.44</u>
Lessor's Advances		<u>213,603.22</u>
Industrial and Municipal Bonds		<u>2,551.19</u>
Accrued Interest		<u>\$121,435.42</u>
Insurance Premiums		<u>2,750.00</u>
Lessor's Advances		\$ 9,499.55
Land Standing Timber		\$ 213,005.25
Lessor's Advances for Dereliction		<u>136,719.60</u>
Lessor's Advances		<u>\$1,284.05</u>
Real Estate - Mill Site		\$ 3,147.41
New Mill and Planing Mill		\$ 709,504.86
Logging and Tram Equipment		<u>\$17,724.64</u>
Buildings, Furniture and Equipment		<u>255,646.66</u>
Buildings, Furniture and Equipment		<u>\$1,252,376.16</u>
Lessor's Reserve for Depreciation		<u>1,036,659.14</u>
Depreciation		<u>196,217.02</u>
Repaid Expenses and Supplies		<u>\$3,753.96</u>
Repaid Expenses and Supplies		<u>\$1,287,452.95</u>

FC1944

STREET

- 2350 3rd, Room 101

December 31, 1935

BALANCE SHEET

<u>ASSETS</u>	<u>LIABILITIES</u>
For Purchases, Expenses, Etc.	\$5,965.77
For Reserve for Estimated Freight onandise Purchases	<u>283.15</u>
Personal Accounts	5,622.82
For Journals	17,082.30
Personal Expenses	1,030.14
Capital Taxes	4,635.91
Accrued Expenses	<u>4,328.91</u>
	\$ 32,760.03
	\$ 6,244.83
Payroll State and County Taxes	14,351.61
Additional Payment for Purchases	36,293.57
Capital Stock Tax	1,400.00
Income Tax - Year 1935	<u>28,936.59</u>
	\$7,234.70
	\$ 120,021.72
Capitalized Contract, Etc.	
Memorized and Issued Stock	\$1,000,000.00
Balance January 1, 1935 and Net Credit for the Year ended December 31, 1936 per statement of Income and Expenses, and Provision for Federal Taxes	\$106,315.03
Less Dividends Paid during Year	\$140,000.00
Adjustment of Prior Years Income Tax	<u>146.45</u>
	<u>140,146.45</u>
	<u>152,174.67</u>
	\$ 1,152,174.67

NOTE - This Balance Sheet is subject to the comments contained in our Introductory Letter included in and made a part of this report.

\$1,287,452.93

F01945

INCOME

WATER LICK LUMBER COMPANY

For the year ended

INCOME

SALES		
Lumber	42,785,697 Ft. B. M.	\$1,327,262.38
Lath	229,150 Pieces	1,653.50
Mouldings	1,630,743 Lin. Ft.	4,577.96
Shingles	274,500 Pieces	735.35
LESS:		\$1,354,077.15
Freight on Sales		\$ 207,106.30
Discounts and Allowances		14,282.63
		<u>\$1,112,683.56</u>

COST OF SALES

INVENTORY January 1, 1935:

Lumber	11,540,390 Ft. B. M.	\$195,441.87
Mouldings	41,000 Lin. Ft.	92.89
Shingles	220,200 Pieces	455.96
		<u>\$196,000.72</u>

ISSUES DURING YEAR 15,359 Ft. B. M. \$196,235.30

STOCK:

Contract Stumpage	\$254,145.58
20,000,115 Ft. L. M.	
Surplus - Other Lands -	
4,354,968 Ft. L. M.	43,339.35
	<u>297,633.45</u>
MANUFACTURING AND LOGGING	
2,172.00 - Per Schedule	<u>532,194.25</u>
	<u>\$1,326,111.46</u>

PRODUCT:

INVENTORY December 31, 1935:

Lumber	10,924,041 Ft. B. M.	\$196,370.56
Lath	1,150,400 Pieces	2,333.86
Mouldings	1,630,000 Lin. Ft.	98.42
Shingles	276,400 Pieces	760.60

ISSUES FOR CURRENT USE:

Lumber	1,203,071 Ft. B. M.	\$ 19,933.28
Mouldings	11,726 Lin. Ft.	53.64
Shingles	406,800 Pieces	1,220.40
		<u>21,212.32</u>
TOTAL FORWARD		<u>\$ 220,325.76</u>
		<u>\$ 805,295.70</u>

TOTAL FORWARD \$ 307,402.66

FO1946

ACCO EXPENSE

- ROYCE, TEXAS

December 31, 1935

OTHER OPERATING PROFIT
 Purpentine and Resin Sales
 Store Operations - Per Schedule
 Rental Operations - Per Schedule
 Ice Plant Operations - Per Schedule
 Medical Department Operations -
 Per Schedule
 Wood Sales
 Profit on Sale of Outside Purchases:
 Sangles
 Lumber

\$ 2,156.29	\$ 2,204.43	\$ 47,034.38
42.19	GROSS PROFIT	\$54,437.04

TOTAL FORWARDED \$507,402.66

GENERAL AND ADMINISTRATIVE

\$24,496.10
 15,224.51
 55.33
 2,653.84
 2,023.59
 457.44

\$ 2,156.29	\$ 2,204.43	\$ 47,034.38
42.19	GROSS PROFIT	\$54,437.04

EXPENSE

GENERAL AND ADMINISTRATIVE

\$51,305.55
 4,690.00
 \$46,615.55

Selling Expenses
 Portion of Officer's Salary
 Salaries - Officers
Salaries - Clerks
 Taxes - Hire and Other
 dues and Subscriptions
 Group Insurance
 Legal and Professional
 Office Rent
 Traveling and Entertaining
 Office Stationery and Supplies
 Telephone and Telegraph
 Advertising
 Novel Supply
 Postage and Miscellaneous

OPERATING PROFIT \$200,057.50

OTHER INCOME

\$ 6,324.29
 2,420.57
 4,757.53
2,062.55
 \$16,064.92

OTHER DEDUCTIONS

\$ 1,091.23
642.50
 NET INCOME \$214,388.69
28,986.59

EXTRACTION - Per Federal Income Tax

NET PROFIT \$135,402.10

FO1947

NOTES RECEIVABLE

WILL LONG LUMBER COMPANY - HOUSTON, TEXAS

December 31, 1935

SECURED

BAGG, J. D., ET UX
Dated 11-18-35, maturity 5-18-34
Interest at 6%, semi-annually
Secured by D/F on Lots 14 & 15,
Block 3, J. C. Reynolds League,
and Lots 29 to 39, inclusive,
Magnolia Addition, City of Houston.

HULL, H. E.
1200 Payments
Dated 12-12-35, maturity 12-12-36
Interest at 6% from date
Secured by 5 shares "ier Long Lease"
Lumber Co. Stock - Certificate No. 435
TOTAL SECURED

CHURCH & CO., J. C.
Dated 11-30-35, maturity 12-30-35
Interest at 6% per annum

DANOG, W. H.
1200 Payments
Dated 3-18-35, maturity demand
Interest at 6% from date

CORCORAN, D. H.
Dated 11-7-35, maturity demand
Dated 2-1-35, maturity demand
LEIIS Payment S

ELKINS, HENRY C.
Dated 1-24-35, maturity 3-24-35
Interest at 6% from date

TOTAL UNSECURED
TOTAL NOTES RECEIVABLE
Accrued Interest

\$2,141.17

NOTE A - held in January, 1936.

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ACCOUNTS RECEIVABLE

THE LONG LEAF LUMBER COMPANY - HOUSTON, TEXAS

December 31, 1935

PROVIDENCE SHIPS

Acme Lumber Yard	609.30
Anchor Lumber Yard	462.55
E. C. Railway Co.	1,650.13
Baxter & Son, R. A.	270.46
Beeumont Building Material Co.	52.99
Blacklock-McCall Lumber Co.	496.61
Brazelton Lumber Co.	377.69
Builders Lumber Co.	2,237.53
Burrow Lumber Co.	456.76
Button Lumber Co.	522.94
Claiborne Lumber Co.	620.25
Jerrine Lumber Co.	732.25
Davins Lumber Co.	259.02
Central Lumber Co.	366.36
City Lumber Co.	466.72
Coale Lumber Co.	2,717.59
Columbus Lumber Co.	11.90
Consignment Account - Natches	117.99
Lumber & Building Co.	1,504.15
C. A. L. & L. Railway Co.	642.28
Borden Lumber Co., W. E.	263.05
Deville Lumber Co., G. J.	264.95
Jersey Branch Lumber Co.	329.42
Patent's Co-operative Society	466.32
Perrin Lumber Co.	326.51
Providence Yellow Pine Co.	602.36
Gulf Manufacturing & Lumber Co.	935.51
Harria-Lipsitz Lumber Co.	431.95
Hill Lumber Co., R. L.	430.65
Hines Lumber Co., Edward	6.66
Holloway & Son, J. J.	1,458.69
Horne Building & Lumber Co.	1,203.55
Homer-Holloway Lumber Co.	4.51
Rondo Lumber Co.	1,547.27
Hunter-Bann & Co.	12.59
H. G. H. Railway Co.	298.04
Industrial Lumber Co.	300.00
Maffie Lumber & Building Co.	37.75
Moop Lumber & Reality Co.	745.45
Lance & Co., L.	325.25
Linko-Sleper Co.	340.18
Long-Bell Lumber Co.	325.68
Low Lumber Co., Theodore	2,671.48
Layronne & Sons, Jules	527.55
Layronne-Joward Lumber Co.	634.21
Anyonne Lumber & Supply Co.	

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ACCOUNTS RECEIVABLE - #2

FROM LUMBER SALES - CONT'D

Midwest Lumber Co.	\$ 446.72
Maches Lumber & Building Co.	1,121.77
Nelson & Co., J. A.	1,567.14
Penhandle Lumber Co.	375.30
Port Arthur Lumber Co.	426.32
Refugio Lumber Co.	1,553.87
Rez Supply Co.	571.75
Richards, Inc., J. W.	700.00
Robinson Lumber Co.	440.46
Robertson-KaibDonald Lumber Co.	646.57
Robinson Lumber Co., T. J.	644.90
Rockwell Bros. & Co.	1,256.45
Royal Lumber Co., The	409.93
Southern Pacific Lines	653.90
South Texas Lumber Co.	399.06
Spencer-Jaenert Lumber Co.	2,322.24
Standard Export & Lumber Co.	10,106.55
Stetler Lumber Co.	442.01
Stevens Lumber Co., E. E.	423.95
Stutherford Lumber Co.	2,791.94
Swift & Co.	460.85
Texas Co., The	69.53
Tri-County Lumber Co.	445.05
Tulsa Mill Reel & Manufacturing Co.	769.11
Vaughan & Sons, Geo. C.	549.76
Webster Lumber Co.	507.31
Works Progress Administration	525.26
Young & Co., D. J.	665.31
Wartsay Lumber Co. - Refugio	316.09
Wernity Lumber Co. - Rio Grande City	505.38
Allowance for Freight	<u>\$63,109.45</u>
	<u>10,161.15</u>
	<u>\$52,948.30</u>
<u>INTERESTED ACCOUNTS</u>	
Anderson, J. G.	\$ 100.00
Bonner, B. F.	2.50
Buzzard, Bert	13.02
Burkeville Independent School District	1,056.20
Cast, J. P.	100.00
Borden, G. W.	160.00
Brown Farms, E. W.	152.63
Clark, J. G.	30.60
Chapman and Co., A. D.	1,722.81
Cooper, Willie	6.90
Doers, J.	1.20

F01950

ACCOUNTS RECEIVABLE - 1952

INDEBTED ACCOUNTS - OUSTED

Caples, L.	.66
Garrisonod, J. H.	1.15
Buddley, V.	.72
Dean, A. L.	.29
Barby, H. L. - Agricultural Department	650.97
- Bureau of Animal Husbandry	1.50
Arvin, Albert	226.87
First Baptist Church - Piergate	46.10
Puller, J. B.	1,069.75
G. and W. Railway Co.	1.00
Holmes, V.	3.25
Hare, C. B.	4.00
Heisch, E. L.	56.00
Holmes, W.C.	.75
Humphreys, Curtis	.30
Jackson, Eddie	64.02
Jackson, W. A.	1.50
Leach, G. R.	2.20
Lescell, G. S.	40.40
Liberty Community Canning Plant	2.25
Lucas, W. G.	7.58
Methodist Church - Piergate	224.00
Messons, W. L.	1.00
McHorroe, J.	2.30
Newton County - c/o Ed Fairchild	70.82
Newton County - c/o Inc. Herr	.55
Ormanis, C.	25.76
Public Works Administration	.50
Aenile, L.	55.33
Simmons, G.	2.20
Schultz, R.	.40
Salbot, T. L.	14.38
Stiles, Veneer and Manufacturing Co.	.60
Walker, Spurlock	39.44
Weaver Bros.	2.50
Wier, D. J.	72.37
Piergate Colored Church	333.44
Piergate Naval Stores	6,686.03
<u>CHARGED OUT DEBIT BALANCES</u>	
Bonner, B. F.	19.61
Monticello Co.	.75
Southern Belting Co.	1.87
Stoeber, Inc., A. F.	1.67
	<u>25.90</u>
	<u>\$59,658.23</u>

F01951

BALANCE SHEET

WIER LONG LEAF LUMBER COMPANY (IN LIQUIDATION)

As at December 31, 1942

ASSETS

<u>CASH</u>		\$ 1,781.67	
On Hand		<u>756,244.38</u>	\$758,026.05
In Banks			

ACCOUNTS RECEIVABLE

Lumber	\$ 1,965.60	\$118,770.57
LESS Reserve for Discounts	<u>9,725.00</u>	11,690.60
Reserve for Freight on Sales		<u>\$107,079.97</u>
Miscellaneous Accounts		13,678.31
Creditors Debit Balances		<u>6,339.66</u>
		127,097.94

OTHER ASSETS

Mill Supplies	\$ 16,705.30	
Prepaid Insurance Premiums	<u>524.35</u>	
Prepaid Rail Lease Rental	116.99	
Insurance Deposit	<u>3,100.00</u>	
Tentatively Computed Postwar		<u>31,610.31</u>
Refund of Excess Profits Tax		52,056.95
		<u>\$937,180.94</u>
		=====

LIABILITIES

<u>ACCOUNTS PAYABLE</u>		\$ 14,584.84	
For Purchases, Expenses, Etc.		<u>116.36</u>	\$ 14,701.20
Unclaimed Wages			

ACCRUED

Social Security Taxes	\$ 7,715.04	
Federal Income and Excess	<u>516,639.17</u>	
Profits Taxes	<u>187.73</u>	524,539.94
Payroll		\$539,241.14

RESERVE

For Contingent Liabilities	\$ 3,500.00	
For Employees Defense Bond Purchases	<u>75.00</u>	
For Additional Compensation	<u>40.00</u>	<u>3,615.00</u>
		\$542,856.14

NET WORTH

Net Worth of the Corporation, in	
liquidation, at December 31, 1942,	
per Schedule	
	<u>394,324.80</u>
	<u>\$937,180.94</u>
	=====

F02140

14/1

F02135

STATEMENT OF NET WORTH

WIER LONG LEAF LUMBER COMPANY (IN LIQUIDATION)

As at December 31, 1942

CAPITAL STOCK
10,000 Shares Authorized and Issued

		\$1,000,000.00
<u>SURPLUS</u>		
Earned Surplus at Beginning of Year	\$ 5,553.15	
Excess Provision for 1941 Income and	233.76	
Excess Profits Taxes		
Net Profit for 1942 per Statement of		
Income Herein	386,927.58	
Post-War Refund of Excess Profits Tax	<u>31,610.31</u>	<u>\$1,424,324.80</u>
DEDUCT Liquidating Dividend No. 1, Paid		
on the Basis of \$103.00 per		
Share of Capital Stock		
NET WORTH December 31, 1942	<u>\$ 1,030,000.00</u>	<u>\$ 394,324.80</u>
	=	=

F02141

COPY OF COMPLAINT ENTERED INTO RECORD.
FRANCES A. LUTCHER, JR. V. H. STARK, MIRIAM H. STARK, E. W.
BROWN AND CARRIE L. BROWN,
(Parties of the first part)
AND
R. W. WEIR
(Party of the second part)

F03011



COPY OF CONTRACT ENTERED INTO BETWEEN MRS. FRANCES A. LUTHER, MR. W. H. STARK, MIRIAM
STARK, E. W. BROWN AND CARRIE L. BROWN (Parties of the first part) AND R. E. WIER (Party
of the second part.) /

The original from which this copy was made is located in a private box in
First National Bank, Orange, Texas.

F03012

THE STATE OF TEXAS ::
COUNTY OF ORANGE ::

As a part of the consideration for the contract entered into on this day between
Frances A. Lutcher and others of the one part and R. W. Wier of the other part, which center
is attached hereto and made a part of this agreement, it is agreed between said parties
as follows:

During the continuance of said contract and while it is being performed the combined
salaries of the president, vice-president and general manager of the corporation to be
organized under the terms of said contract shall not exceed Twelve Thousand Five Hundred
(\$12,500.00) Dollars per annum.

This agreement shall be at all times observed by and carried out by the corporation
so organized as fully and to all intents and purposes as any other term or provision of said
contract.

Witness our hands at Orange, Texas, this 12th day of February, A. D. 1917.

Signed: E. W. Brown,

X Carrie L. Brown,

W. H. Stark,

X Miriam M. Stark,

X Frances A. Lutcher,

R. W. Wier.

FO3013

THE STATE OF TEXAS ::

COUNTY OF ORANGE ::

THIS CONTRACT AND AGREEMENT this day entered into between Frances A. Lutcher, a fees sole, Miriam M. Stark, W. H. Stark, the said Miriam M. Stark being the wife of the said W. H. Stark, Carrie L. Brown and E. W. Brown, the said Carrie L. Brown being the wife of the said E. W. Brown, hereinafter called parties of the first part, all of Orange County, Texas, and R. W. Wier, of Houston, Texas, hereinafter called party of the second part, WITNESSETH:-

1.

Parties of the first part for the consideration and upon the terms and conditions hereinafter mentioned, by these presents do hereby give and grant unto the party of the second part the exclusive right to enter upon with teams, traps, and all other proper ways to turpentines and remove all the merchantable pine timber measuring ten (10) inches in diameter, and upwards, at the stump at the time of removal on and from all lands, situated in the Counties of Newton, Jasper and Sabine, in the State of Texas, owned by parties of the first part and itemized on lists hereto attached for better description. The mention of any one or more tracts on said lists shall not be the exclusion of any other tract or tracts and it is intended to include all merchantable pine timber of said size owned by either of the parties of the first part in said Counties of Newton, Jasper and Sabine, being approximately 86,000 acres of lands.

2.

By the term "merchantable timber" as herein used, is meant such timber as is capable of being manufactured at the plant of the party of the second part into marketable lumber, and by the term "merchantable lumber" shall mean lumber which when cut will grade Number Three, a better of standard stock lengths.

3.

Party of the second part hereby obligates and binds himself to pay to the parties of the first part for said timber the sum of \$6.00 per thousand feet log scale; and the further sum of Twenty-five per cent (25%) of the average selling price f.o.b. the mill, during each full semi-annual period, over and above the sum of \$23.50 per thousand feet. Said payment of \$6.00 per thousand feet to be made monthly, on or before the 15th day of each month, for the timber cut the preceding month, and the twenty-five per cent herein provided for shall be due

F03014

terminated and estimated at the end of each six months period of operations, and shall be paid on or before the 15th day of the succeeding month thereafter. It is further stipulated and agreed that the party of the first part shall have free access to the books of the party of the second part at all times and may have them audited whenever desired by paying the expenses incurred therefore, but the party of the second part shall furnish to the party of the first part free of cost a monthly and semi-annual statement of its affairs.

4.

The parties of the first part hereby agree that they will not, directly or indirectly purchase for their own account any timber contiguous to the timber herein conveyed and that they will further cooperate with party of the second part for the purchase of any, and all, timber that is so contiguous. In the event any such timber shall be purchased by either of the parties of the first part than party of the second part shall have the right within thirty days after notice of such purchase and not afterwards to take over the said timber for his own account, paying the entire cost thereof so paid by the parties of the first part.

5.

All timber embraced in this contract, (Except piling and hewn timbers which may be scaled in the woods, or at point of loading), is to be scaled at the mill of the party of the second part, as hauled upon the log-way, in the mill, by a scaler to be mutually selected by the parties hereto, each of whom shall pay one half of the wages of the said scaler; and in case the parties hereto cannot agree upon a scaler, then each party shall employ a scaler at its own expense and in case of disagreement between such two scalers, they shall select a third scaler whose decision upon the scaling of any log or logs shall be final, and each party hereto shall pay one half of expense of such third scaler.

6.

The logs shall be scaled by the Doyle's and Scribner's combined Rule or stick. Logs shall be measured at the smallest end and narrowest way from outside to inside bark, fractions of inches not to be given to the party of the second part. The lengths of these logs so scaled shall be of standard stock lengths, which in this contract, is meant from twenty-six feet in length. All logs 28 feet and up to 52 feet shall be scaled as two logs of equal length; that is, such logs shall be measured in the center for one log and at same for the other; and all logs 54 feet and over shall be scaled as three logs of equal length

F03015

In the event crested logs or stock lengths or rotten or defective trees are cut, the scalers
is only to scale such portion thereof in stock log lengths as in his judgment will make
merchantable lumber, within the meaning of Paragraph Two.

7.

All trees embraced in this contract shall be cut at an average distance of twenty
(20") inches from the ground; but this provision shall not obligate the party of the second
part to cut any defective or swell butts.

8.

Party of the second part in felling and removing the timber included in this con-
tract will use all reasonable care to prevent injury to the smaller trees not embraced hereof
and will further use all reasonable diligence and care to prevent injury to the remaining
timber from fire and said cutting as far as practicable shall conform to such conservation
regulations as are now in force or may be hereafter enacted by the Government or by the State
and no recutting shall be allowed under this contract after the timber has once been removed
under the provisions hereof.

9.

Party of the second part hereby binds himself to build a modern sawmill of capacity
sufficient to cut Forty Million feet (40,000,000 ft.) of timber log measure, annually during
the period of this contract, daylight run, with dry kilns, and sheds with sufficient capacity
to take care of the upper grades, and planing mills and other appurtenances with sufficient
capacity to handle and take care of the output of the mill to the best advantage, and trans-
port, railroad, wagon roads, etc., of sufficient capacity to supply the demand for the saw
mill plant complete shall be erected on the lands belonging to the parties of the
part, or on adjacent lands thereto, at such place as may be selected or designated by the
party of the second part; and said site, if located on lands of party of the first part shall be
conveyed by first party to second party in fee not including any timber covered by this contrac-
tual agreement for all taxes, railroads, wagon roads, etc., necessary for the full ingress
and egress to all portions of said land, for the convenient cutting, hauling and removal of said
timber acquired by party of the second part, shall be furnished to the party
of the second part free of charge, on all lands owned by party of the first part. Right of way
K03010

It is agreed that the party of the second part shall within a reasonable time from this date commence the construction of the railroad and mill plant and continue such construction until the mill plant in all its necessary departments shall be complete and ready for operation, not to exceed one year from this date, unavoidable delays and strikes excepted.

11.

When cutting shall commence at any point on the lands covered by this agreement said cutting shall extend in an even and systematic way and at all times shall be in such manner as to keep and maintain said timber lands and timber in as near a compact body as possible.

12.

During the continuance of this contract, party of the second part shall maintain its own sales department and sell its product only through such sales department, or in such other way as may be hereafter agreed upon by the unanimous consent of all directors, and in the event the second party should desire at any time to sell his product in quantities or manner unusual to the customary conduct of industries of this type and at a price not satisfactory to parties the first part, then the parties of the first part shall have the right to purchase said offering, in preference to all other persons at such bona fide price.

13.

Party of the second part shall keep its mill and appurtenances at all times adequately insured and in the event of destruction of any of said property the insurance company shall be in due season expended in replacing such part as has been destroyed, unless unreasonably at the time as then agreed upon by the parties hereto.

14.

Party of the second part obligates himself to cut an average of forty million (40,000,000) feet annually, log measure, but shall have the right to cut as much more than forty million feet annually as conditions may justify, netto exceed seventy-five million (75,000,000) feet log measure annually, which cutting however, shall at all times be at the plant, and with the machinery installed thereto as provided for in this agreement and is not justify the building of any additional mills or the enlarging to any extent of the one originally constructed except as otherwise shown. And in construing this provision it is understood that in the event of fire or any other unavoidable accident destroying or impairing

F03017

the plant of the party of the second part, a reasonable time shall be allowed to rebuild or repair the same, and he shall not be required during such time to cut any more timber than proper operations under the conditions will justify and it is expressly provided that in the event of any other causes over which party of the second part has no control, operations may be suspended or cease during such conditions, and it shall not be required to cut any more timber than can reasonable cut under such conditions; ~~provided~~ provided that said mill plant may be so increased in capacity that it may maintain an average of forty million feet annually.

15.

It is expressly provided that should market conditions at any time during operation under this agreement be such that lumber manufactured hereunder would necessarily be sold at a loss to the party of the second part, then during the period of such adverse market conditions the party of the second part shall have the right to cease operations in whole or in part at said plant as he may elect.

16.

In the event the Lutcher & Moore Lumber Company with its present mills in operation and under construction should before the expiration of this contract cut over its holdings on holdings of parties of the first part in Louisiana capable of being profitably manufactured lumber at the time; then at such time and not before twelve years from the date hereof, parties of the first part shall have the right to enter upon any lands and timber covered by this contract and not at the time cut, and cut and remove the same for manufacturing at said plant or plant running at full time and capacity and all such timber as it may cut and remove under the provisions hereof as though this contract in no sense or way applied thereto; provided, that the parties of the first part shall not in any way hinder or delay the operations of the party of the second part under the terms of this contract, and further provided that this right shall not inure to the benefit of the Lutcher & Moore Lumber Company unless expressly transferred to it by parties of the first part.

17.

In the event the Lutcher & Moore Lumber Company should acquire, and the parties of first part should give to it, any rights to cut any timber under the foregoing provisions from the lands covered by this contract, then party of the second part shall permit the use of its true roads for such purposes by the Lutcher & Moore Lumber Company, or its successors, upon terms and conditions reasonable and proper at the time and to be determined by agreement of the parties.

F03018

parties at the time or shouldency take or leave, in
manner, and in no event shall this agreement, under this clause hinder or delay the operations
the party of the second part under the terms and conditions of this contract.

18.

It shall be the duty of the parties of the second part, under this contract, to
diligently protect the possession of the timber property covered by this contract, and use due
diligence to keep therefrom all trespassers, and all depredations, and squatters and adverse
claimants of the timber covered by this contract at their own expense.

19.

It is further agreed, and it is a part of the consideration for which this contract
is made, that the parties of the first part will hold and save harmless the party of the second
part cutting and manufacturing any timber included in this contract that may belong to other
parties, by reason of their superior title to the timber so cut by the party of the second part
and defend all suit or suits that may be brought against the said party of the second part for
any trespass, or any appropriation of any of said timber included in this contract, at their
own expense, and after the delivery of stock to parties of the first part as provided for in
this contract and until the final termination of this agreement by full performance thereof
party of the second part shall pay all taxes of every character on the timber covered by this
agreement, except such timber as may be appropriated by the Lutcher & Moore Lumber Co., as pro-
vided by Paragraph 16, in which event the parties of the first part shall pay taxes on all timber
as may be appropriated by the said Lutcher & Moore Lumber Co., and the parties of the first part
shall refund to the parties of the second part all taxes paid by him on all timber so appropri-
ed by the Lutcher & Moore Lumber Co. With interest at 6 per cent per annum from date taxes were
made at said time shall be considered as waived.

20.

It is expressly provided that in the cutting under this contract the land cut by the
parties of the second part shall be cut clean and no merchantable pine timber left standing
on over 10 inches in diameter at the butt end in all cutting hereunder whenever a merchantable
log can be obtained above the limbs then such merchantable log shall be preserved and account
for and all necessary limbs removed for that purpose. And it is expressly provided that if
or the first part shall inspect each three months the previous cutting and at said time make
objection to the manner of cutting or removing said timber from said land and all objection
made at said time shall be considered as waived.

FO3013

It is further expressly provided that should any amount of timber be destroyed by storm or descended by worms, or from other causes and it becomes necessary to remove same, that the same be removed and cut, party of the second part shall give immediate attention to and remove and manufacture such timber if the same can be done without undue expense or unnecessary delay, but in the event party of the second part is unable at such expense or without such delay to remove said timber, then parties of the first part shall have the right to enter upon said lands at all times and remove such timber, and in doing so they shall have the right to use at actual cost to party of the second part, all tram roads and equipment of party of the second part for said purpose and as to such timber this contract shall be construed having no application and in that event it shall be released from all the terms and conditions of this agreement; provided, this condition shall in no wise hinder or delay party of the second part in his operations under this contract.

22.

It is further agreed and understood that party of the second part will turpentine the timber covered by this contract to the very best possible advantage and that when any tree is denuded by such operation then party of the second part will immediately cut and saw such tree or trees if it can do so at a reasonable expense. Otherwise it will peel such trees and place on poles and later manufacture into decks for bad spots; and it is further provided that party of the second part shall at all times use due and proper care to protect the timber and all smaller trees and timber not covered by this contract from fire descending and other injuries; and it is further provided that if it shall be at any time deemed advantageous to the company to fell said timber cut for turpentine purposes it may be so felled out upon terms and to parties at the time agreed upon, the right however being reserved to parties of the first part to have the preference in acquiring said right over all other parties upon the same terms and conditions. And it is further expressly provided that in all turpentine operations on said timber said operations shall be conducted in the most approved manner; said trees shall not be broken and the scars and scrapings thereof shall be to the least possible detriment or injury to the trees.

23.

It is agreed by parties of the first part and second part that no timber mentioned in this contract shall be turpined for a longer period than three consecutive years as nearly as it can be practicably done in advance of the cutting.

F03020

It is expressly provided that a failure on the part of either party to comply with the terms and requirements of this contract in good faith continuing for thirty days after notice thereof shall entitle the other party to a judicial cancellation hereof and a failure without due cause, omitting exceptions enumerated above, on the part of the second party to operate his mill for a period of six months shall be ground for a judicial cancellation of this contract and all rights acquired and held by virtue hereof shall upon such judicial cancellation immediately cease and become void.

25.

It is further agreed, and it is a part of the consideration moving to first parties for the execution of this contract, that said party or the second party will immediately commence and organize and charter, in a legal form and manner under the laws of such state as he may select for the purpose, a corporation with an authorized capital stock of \$400,000.00 to be fully subscribed for at par and paid in as needed by second party and by such other persons as may procure to become stockholders in said corporation, for the purpose of constructing a sawmill plant complete including all other things connected therewith herein mentioned for manufacturing the timber above described into lumber; and second party shall thereupon transfer and assign to such corporation the rights, titles and interests of second party under this contract, subject to terms hereof and to the obligations resting upon him hereunder. Said stock shall be so issued and its ownership so protected and guarded by charter provisions, by-laws, stipulations in the stock certificates and contracts between the corporation and its stockholders or otherwise, that the net profits, if any, accruing to said corporation as assignee of this contract, from the operations under same by said corporation, shall be paid to the owners as cash dividends from time to time as earned and available until the net earnings available for that purpose shall equal the total cost of the fixed investment made by the party or the second party and such corporation as his assignee.

Immediately thereupon all of said stock, by whomsoever held shall be called in and surrendered by the respective holders thereof and one-half of such stock shall be transferred to, and without further consideration reissued fully paid and non-assessable to, the following persons in the following proportions, that is to say: One third (1/3) thereof to Mrs. Francis A. Lutcher; one sixth (1/6) thereof to W. H. Stark; one sixth (1/6) thereof to Miriam M. Stark; one sixth (1/6) thereof to E. W. Brown; and one sixth (1/6) to Carrie L. Brown; or to

F03021

such persons as may be required; and from thenceforth such stock so transferred and direct, and the other half of said stock shall be reissued proportionately to the parties so surrendering the same as above required; and from thenceforth such stock so transferred and reissued shall be owned, held and disposed of by such persons without limitation of any kind save and except only that one share of such stock so issued to parties or the first part (not to exceed in its face or par value (\$100.00) shall be by said parties or by some one of them (all of such parties hereby binding themselves, their heirs and legal representatives, jointly, for the carrying out of this stipulation) properly transferred and assigned upon the books of said corporation to second party herein, his heirs, assigns or legal representatives, in trust; the object being to give to party of second part, or to him and those other than first parties hereof who may have associated with him in the ownership of the stock of said corporation, a majority of the voting strength in the transaction of all business pertaining to said corporation. All dividends and other rights with respect to said one share of stock shall remain in the party transferring the same.

26.

It is further agreed that the said corporation shall have a president and vice-president and such other officers as may be provided for by law and that said W. R. Wier shall be the president of said corporation, but in case of his death or refusal to act as such the directors shall elect some other suitable person. That said corporation shall have seven (7) directors; H. J. L. Stark and E. W. Brown shall be directors and in the event of their death their legal representatives shall select their successor, and the other five shall be selected by the party of the second part who shall be one of same. As soon as said corporation shall have been formed the said W. R. Wier, party of the second part, shall transfer, all and singular, this contract to the said corporation, and that thereafter the said corporation shall assume all the obligations and conditions in said contract contained, as fully and as completely as the said R. W. Wier is required to do by its terms, and shall thereafter be known as party of the second part, and all the rights, benefits, and profits accruing to the parties of the first part shall accrue the same as though said contract had been made by said corporation in the first instance; and all the rights accruing to the said W. W. Wier under the termination of the said contract, after said transfer shall inure to the benefit of the said corporation and said Wier shall thereupon be released from all liabilities hereunder except as to the delivery of the stock to parties of the first part under the terms hereof.

F03022

It is further agreed by the parties to this contract that if either of the parties or the first part should acquire any stock other than the stock as provided for in this contract then such first party shall issue to the president of said corporation a proxy authorizing him to vote such stock as he may desire.

28.

It is further agreed that dividends will be paid from time to time, under the terms of this contract, as often as money has accumulated from the operation of the mill plant, over and above its obligations, after the reissue of stock as hereinafter provided for.

29.

Parties of the second part will pay to parties of the first part the sum of \$6.00 per thousand feet for all the white oak timber manufactured into railroad cross ties for company use; and three (3 $\frac{1}{2}$) cents per tie for all red oak, post oak, and water oak, and not to exceed 15,000 per annum pole pine ties so used; and which said payment shall be made monthly on or before the fifteenth of each month for such timber cut the preceding month.

30.

It is expressly agreed that upon the termination of the operation of said mill the party of the first part shall have the option to buy the mill and appurtenances; and if the parties hereto shall not be able to agree upon a value, then each party shall appoint an appraiser and the two appraisers shall appoint a third, and the three appraisers so appointed (or a majority of them) shall appraise the property, and the party of the first part shall have the first right to buy at such appraisement, and in default of its buying at such price the party of the second part shall then be entitled to buy at the appraisement so made; and if neither party desires to buy at such appraisement, then the property shall be disposed of to the best possible advantage.

31.

It is further agreed that the party of the second part shall have the right to fence for pasture purposes during the period of this contract as much as twenty thousand acres with right to remove such fence at the expiration of this contract.

32.

It is further agreed that party of the second part should be deemed it advisable, has the right to convert and use all tree tops, stumps, and other refuse for any and all purposes

F03023

that party of the second part should have the right to use without additional compensation such pine poles as it finds necessary in the building of corduroy roads and for skid poles and such pine knots as it may find necessary for use as fuel in conducting its said operation.

33.

It is provided further that all timber cut from right of way or whatever kind, not merchantable pine under the terms of this contract, shall be used by party of the second part and paid for as ties according to the price governing time hereinbefore set out.

34.

It is further provided by the parties hereto that should any dispute arise between them concerning any matters connected with or mentioned in this contract or in the operations to be had thereunder or in any way connected therewith, that all such disputes shall be by the parties submitted to arbitration in the following manner: Each party shall select one person to settle said disputes and said two parties so selected should they fail to agree select a third arbitrator who shall act with the two so selected and the report and decision of any two so acting shall be final as to all such matters and be forever binding on the parties hereto. The expense of such arbitration shall be borne by the parties equally.

35.

All export shipments of lumber and timber made by the company shall be through the port of Orange except when otherwise consented to by one of the directors Stark or Brown or their respective successors.

36.

It is expressly provided that all payments to be made under this contract for timber or any other purpose shall be payable at Orange, Texas.

Witness our hand in Duplicate at Orange, Texas, this 12th day of February, A.D. 1917.

Signed : E. W. Brown,

Carrie L. Brown,

W. H. Stark,

Mariam M. Stark,

Frances A. Litcher,

R. W. Wier,

Note:- I have not signed the acknowledgements of the above signatures.

F03024

ORIGINAL GRANTORS

ABSTRACT NO.	CERT. OR SCRAP NO.	SURVEY NO.	MB.
3	3	A. W. Canfield,	2,214
9		W. F. Clark	2,705
51		Amelia Russell	1,885
138	139	T. Koester,	214
240	245		240
241	242		320
244	233		160
245	211		320
444	19	T & N C. R. R. Co.	320
445	582	T. Koester,	640
484	12		280
546	13		320
546	15		320
447	18		320
448	14	G.H. & S.A.R.R.	360
449	2147		45
458	2148		80
451	2149	T. Koester,	323
432	16	M. E. Griffith,	4
321			40
		TOTAL	11,449 4

LIST OF LANDS IN JASPER COUNTY, TEXAS.

	686	229	H. A. T. C. R. R.	580
221			W. H. Truitt,	320
462			Robert Seigler,	160
551			L. J. Seigler,	130
645			H. A. T. C. R.R.	4
759	25/1253	180		640
1005	25/1255	184		640
1006	25/1263	200		568.5
1004	25/1263	202		540
1007	25/1265	204		29
761	25/1264	252	F. M. Hill	
			TOTAL	4,349.9

LIST OF LANDS IN JASPER COUNTY, TEXAS.

1100	669	229	Elijah Fuller,	100
11	19		Taff Arron	105
20	43		Robert Quigley,	1,631
47	47		John Moses,	2,805
65	83		Richard Williams,	1,197
86	86		"	160
125	134		W. D. Burnham,	320
135	143		Anderson Barclay,	156
148	148		C. N. Collins,	323
149	149		Michael Dailey	700
151	152		A. S. Dreddy,	100
154	155		W. L. Fuller,	96.5
			D. R. Garlington,	320
			Ben Garlington	
			Theo. Hickman,	1,939.5
			Mary P. Hardy	
			Jas. P. Hardy	220
			G. J. P. Hardy,	320
			J. P. Holden,	210
			J. P. Hardy,	318
			James Herring	100

241		Lewis Hines,
246	5	L. G. H. R.R. Co.
252	18	J. F. Johnson,
259	17	T. Kester,
268		Joseph Lund,
272		H. H. Loving,
305		T. N. Carter,
368		Sterling McGray,
325		Joshua Mallett,
334		John Noland,
351		Robert Patterson,
357		Irvin Rogers,
396		S. S. Screevington,
397		Washington Tivender,
409		John H. Smith,
411		R. A. Skinner,
419		B. C. Scuthwell,
437	21	F. & N.O. R.R. Co.
436	23	
439	19	
440	24	
441	25	
442	23	
443	21	
444	9	
445	7	
447	5	
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549	5	
552	5	
556	5	
565	5	
566	5	
567	5	
569	5	
633	1	
577	1	
591	15	
592	17	
593	15	
594	15	
609	15	
608	15	
786	15	

21 23 19 24 25 23 21 9 7 5 3 2 27 25 55 57 59 61 63 65 79 61 67 71

Robert Williams

James Weeks,	421.5
John H. West,	309
Charles Walker,	140
Charles Walker,	238.75
Charles Walker,	249.75
David Wilson,	130.
David Wilson,	91
Walter Woods,	160
Jackson Youngblood,	619
W. T. Burnham,	160
H. A. T.C. R. R. Co.	533
	640
Dan Marshall	160
S.P. R.R. Co.	234
F. W. Woods,	244
T. Kester,	80
T. Kester,	106
J. R. Phelps,	110
J. N. Smith,	139
James Marshall	160
S. Johnson,	239
J. W. Rows,	189
	449
	38

F02026

1	485	9	R. L. Stapp, T. W. Ford, T. V. Ford, H.T. & B. R. R.	1,114 231 407 534 576
2	486	5	S. P. R. R. John H. Beau, J. E. Barlett, H. T. & B. R. R. R. S. Farrell, S. P. R. R.	390 640 160 160 531 178.4 360 109
3	487	13	D. Mathews, T. T. Brown, J. E. Bloodworth, W. P. Bush, J. M. Cloud, Cynthia Daniels, Day Land & Co., J. N. Hawberry, R. A. Joyner, T. Kester, Jeb Kelley	640 298 140 49 160 365.5 235 66 160 160 122 150 160
4	16/91	3	Steve Langsten, Nathan Lett, Sam W. Robinson, R. O. Setton, J. F. Beck, William Odessan, Gabe Rhodes, Geo. W. Smith, T. & N. C. R. R. Eliza Whitted	360 80 160 71.5 67.5 50. 112 612 200 155 160 135 156 70.5 147.5 80 160 208 155 640 640 640
5	14	9	W. J. Armstrong, J. J. Hart, L. W. C. Phelps, A. C. Rogers, Isaac Weaver, W. W. Williams, R. W. Townley, S. L. Fuller, Lit Ganaway, John H. Ross, T. A. C. O. R. R. CC.	379.6 40 300 600 411 234 57 640 640 n
6	583	99	80 14 82 10 81 94 259 12 18 2147 2148 2149 16/59 1202 88 86 485 486 481 99 90 7,8	631.4 379.6 40 18 2 2 4 6 2 2 24 20 8 12 10 2 28 390 596.4 640 640
7	T. Kester, <td>←</td> <td>G. H. & S. A. R. R. S.P. R. R. J. T. Mears, T. & N. C. R. R. H. & T. B. R. R. T. A. N. O. R. R. FOG027</td> <td>300 600 411 234 57 640 640 n</td>	←	G. H. & S. A. R. R. S.P. R. R. J. T. Mears, T. & N. C. R. R. H. & T. B. R. R. T. A. N. O. R. R. FOG027	300 600 411 234 57 640 640 n

1142	84	16
1142	82	12
1143	60	6
1144	96	6
1145	262	64
1152	25/1323	76
1153	25/1318	66
1080	16	14
1081	17	16
1150	12	5
1162	1486	2
1161	25/1324	78
1173	87	26
1169	87	22
1272	91	39
1159	92	32
1160	258	56
1171	266	72
1170	58	3
1175	482	2
1176	483	4
1177	434	6
871		

Mary Anne Coyle

H. & T. C. R. R.
H. & T. C. R. R.
T. A. H. O. R. R.

T. Kosster,

W.

Y.

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D. A. Rogers,

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245

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160

80

35

21

59

573.6

57.4

1,932.

71,161.5

TOTAL ACRES IN NEWTON COUNTY, TEXAS

F03028

STATE OF TEXAS

COUNTY OF HARRIS }

THIS MEMORANDUM OF AN AGREEMENT, made and entered into on this 4th day of August 1917, by and between Wier Long Leaf Lumber Company, a corporation, having its principal office in the city of Houston, Harris County, Texas, acting hereby by R. W. Wier, its President, with due authority from its Board of Directors, hereinafter sometimes called Lessor, and Buckner Chipley, Trustee, for a corporation to be hereinafter formed and to succeed when so formed to the rights hereinafter granted, hereinafter sometimes called Lessee;

WITNESSETH:

THAT, WHEREAS, the Lessor under the terms of a certain timber contract, dated on the 21st, February 12th, 1917, by and between Francis A. Latche, a feme sole, Miriam N. Stark and her husband, W. H. Stark, Carrie L. Brown and her Husband, E. W. Brown, as parties of the first part, and R. W. Wier of Houston, Texas, as party of the second part, is entitled to turnpine, all pine timber measuring ten inches in diameter and upwards, at the stump, on approximately Eighty Six Thousand (86,000) acres of land in Newton, Jasper and Sabine Counties, Texas, and itemized list of which is hereto attached, marked Exhibit "A", and here referred to and made a part hereof, and which said contract is recorded in Volume 16, Pages 210 et seq. of the deed records of Newton County, Texas, to which contract and the record thereof reference is hereby made, and the same is made a part hereof.

AND, WHEREAS, the Lessee desires to acquire from the Lessor the rights censured upon the said R. W. Wier and his assigns in said contract above referred to to turpentine said timber, and the Lessor is willing to grant said rights and privileges subject to all stipulations and provisions contained in said timber contract, and upon the further terms and conditions to be kept and performed by the Lessee, his successors and assigns, as hereinafter set out:

NOW, THEREFORE, In consideration of the premises and expressly subject to all of the provisions of said timber contract between Frances A Latche, et. al., as parties of the first part and R. W. Wier, as party of the second part, and the terms and provisions hereinafter set out, it is agreed:

1.

The Lessor in further consideration of the sums of money to be paid to it, as hereinafter recited, has let, demised and leased, and does by these presents let, demise and lease to the Lessee, his successors and assigns, for turpentine purposes only, all Long Leaf Pine Timber, standing and growing upon the land described in the list attached hereto and marked Exhibit "A", and here referred to and made a part hereof, the same to be designated by the Lessor from time to time during the term of this contract, and in the manner hereinafter recited.

It is understood and agreed that this lease shall continue until all of the Long Leaf Pine Timber on said land shall have been worked for turpentine purposes during the full term of three years, unless the same shall be withdrawn from the operation hereof in the manner hereinafter recited.

2.

The Lessor hereby binds and obligates itself to designate on or before September 1st 1917, net less than Ten Thousand (10,000) nor more than Fourteen Thousand (14,000) acres of land to be operated by the Lessee for turpentine purposes under the provisions hereof. The Lessor further agrees that on or before September 1st of each year hereafter to designate to the Lessee for turpentine purposes net less than Three Thousand (3,000) acres of Long Leaf Pine out of the acreage hereinabove referred to each succeeding designation to be adjoining the Lessee's property previously designated hereunder, which said timber, when so designated, as far as possible timber previously designated hereunder, which said timber, when so designated, shall be worked by the Lessee for the full continuous term of three (3) years, beginning from the day that the first chipping begins in the Spring, succeeding the date of designation, unless said timber be withdrawn from the operation hereof under other provisions of this contract.

FO3029

hereby it is thought to be undesirable or dangerous to either party to the other shall operate t
year, then & notice to that effect in writing from either party to the other shall have been se worked from this contract. In the
automatically withdraw such timber as shall have been se worked from this contract. In the
event any timber covered hereby shall be exchanged by Lessor for other timber, such other
timber shall thereupon become subject to the terms hereof.

3.

(a). The Lessee, his successors and assigns, are hereby granted all necessary
rights of ingress and egress to, from and over the land so designated by the Lessor for
turpentine operations during the continuance of this contract.

(b) The Lessee further agrees, binds and obligates himself to work and operate
pine trees which in his judgment are suitable for turpentineing on the designated lands, in
a skillful, prudent, workmanlike and modern manner in all respects, and to so continue for a
full period of three years unless the right to do so shall be terminated by the withdrawal
by the Lessor or the Lessee under the provisions hereof.

(c) The Lessee shall use exclusively what is known as the cup system or such si
system as the Lessor may approve in writing, but it is understood and agreed that the boxing
of the tree shall not be permitted under any circumstances.

(d) It is further agreed and understood that no pine tree less than ten inches
in diameter at the stump shall be turpentineed under the provisions of this contract.

(e) The Lessee shall not put more than one cup on any tree measuring less than twenty-one
teen inches in diameter, nor more than two cups on any tree measuring less than twenty-one
in diameter, and not more than three cups on any tree, unless the Lessor shall in writing,
respect to any particular timber, or designation of timber for turpentineing, otherwise agree.

(f) In measuring the diameter of a tree under this contract, measurements shall
be taken at a point not less than twenty inches from the ground. In cupping the trees for
turpentine purposes the Lessee shall always, and without exception, leave strips of bark on
each tree, and no part of any such strip of bark shall be less than six inches in width be-
tween the streaked faces or between the faces prepared for cups and sprens. The Lessee
shall not cut nor permit to be cut any face for operations or cups exceeding sixteen inches
three-fourths of an inch in depth in the wood of any tree, in pre-
paring it for turpentine. The width of the streaked face shall, at no time, exceed sixteen
inches from shoulder to shoulder. The Lessee shall not chip the streaked face more than
three-fourths of an inch in depth in the wood of the tree. It is recognised, however, that
it may be, in some instances, impossible to comply with this condition as to the width and
depth of cutting, but if must be observed as far as practicable, and shall not be willfully
negligently disregarded. The height of the streaked face shall not, at the end of the three
year period, exceed in length sixty inches from the ground. No blances indicating drift line
or for any other purpose shall be made between March 15th and October 15th of each year.

(g) Before beginning turpentine operations on any timber the Lessee shall
thoroughly burn the woods so as to protect all of the trees as far as possible from injury
or damage by fire.

(h) The Lessee shall remove all chips resulting from operating said trees for
turpentine to a distance of at least thirty inches from each tree, and will not permit chil
be piled or accumulated in such a manner as to endanger any tree. If the condition of the
weather will not permit a clean burning of the woods before the commencing of operations,
the Lessee shall, before the sprentaking any tree, remove all inflammable material from around
the tree to be turpentineed, and no inflammable material shall be accumulated or distributed
within thirty inches of any tree turpentineed, or in such manner as to endanger by fire any
tree, whether turpentineed or not. The Lessee shall also on or before the 15th day of Decem
ber, of each year begin to remove all inflammable material in the woods which have been turpent
ed to a distance of at least thirty inches from each tree that has been worked, and such work
shall be diligently prosecuted and completed on or before the first day of March thereafter.

F0030

desired, timber upon which turpentining has been begun by Lessee, after ninety days notice.

4.

It is further agreed and understood that the Lessee shall not be authorized under the provisions hereof to cut down any merchantable pine timber on any of said designated land if by any chance any merchantable pine timber shall be cut out by the Lessee the same be promptly delivered by the Lessee to the tram road of the Lessor, and the Lessor shall be liable for the delivery of such timber to the tram road the same price that the Lessee paying other persons for similar logging operations at the time the delivery is made.

It is further agreed and understood that in the event any tree is deadened by logging operations then the Lessee shall immediately peel such trees and place on piles for delivery to the Lessor, and Lessee shall thereupon be released from further liability or responsibility with respect thereto. It is further understood and agreed that the "lessor" sometimes uses due and proper care to protect the timber and all smaller trees and timber not required by this contract from fire, deadening and other injuries, and any timber so destroyed or damaged shall be paid for by the Lessee in accordance with the provisions of the contract between Francis A. Lutcher et. al., as parties of the first part, and R. W. Wier, party of the second part, provided, however, that the natural death rate of such timber in said locality shall be taken into consideration, and in settlement deducted from the percentage of trees deadened or injured during turpentine operations.

5.

It is further agreed and understood that, in the event the Lessor shall find it necessary in the operation of its mill to withdraw any land above described from the operation of this contract, it shall have the right to do so upon giving the Lessee or his assigns three months' notice in writing of such withdrawal. The Lessor agrees, however, that it is as far as it is possible to do so, refrain from withdrawing any of said land from the operation of this lease; and will especially avoid such withdrawal between the months of April and October of any year.

It is understood and agreed that the Lessor will, in so far as possible, see to the business and withdrawals that the turpentine operations will at all times be at least two years ahead of the mill, but it is specifically agreed that no timber mentioned in this contract shall be turpentine for a longer period than three consecutive years, as nearly as can be practicable done in advance of the cutting.

6.

It is further agreed and understood that the Lessee shall pay all taxes of every kind and character whatsoever, Federal, State and County, Municipal and District, which may be imposed upon the property of the Lessee, while located on any of the lands of the Lessor and in addition thereto any special taxes of any character which may be imposed upon the Lessor on account of working or turpentining said timber, other than a tax upon rental payment therefor, receipt of the rental for the first year being hereby acknowledged.

7.

The Lessee shall have the right to select forty (40) acres of land on which to erect necessary buildings and still sheds for the conduct of the business contemplated hereinunder, and shall have the right to occupy said land and continue in possession thereof during the existence of this contract, upon the payment of Ten (10.00) Dollars per year as a rental payment therefor, receipt of the rental for the first year being hereby acknowledged.

8.

(a) It is further agreed and understood that the Lessor shall be entitled to receive, and the Lessee hereby binds and obligates himself, his heirs, successors and assigns to pay to the Lessor, at its office in the City of Houston, Texas, when and as said products may be marketed, the equal one-third of the gross product of resin, turpentine or ether;

FO3031

ducts produced hereunder, and the Lessee hereby guarantees that the one-third of said gross product shall equal Twenty Five Hundred (2500.00 Dollars per crop of Ten Thousand (10,000) cups for three years) work, and will pay the Lessor at Houston, Texas upon this basis, in the event the value of the one-third of the gross product should fall below said sum. The Lessor may at its option instead of taking its one-third of the gross proceeds of the sale of such products, demand and receive from the lessee one third of said gross product, and sell the same when and as it may desire, provided, however, in such event the Lessor shall credit the Lessee on its guaranteed minimum with the market value of such one third of such gross product at the time of the exercise of such option.

(b). It is understood and agreed that the Lessor shall be obligated to pay the selling agent of said product net exceeding ten cents per barrel for resin, and one per cent, for turn-penins, and the actual cost of tank cars. The Lessor shall also be entitled to pay storage charges, but the same shall not exceed the current storage rates at the point of storage.

(c) It is further agreed and understood that the Lessee will insure all such products at current rates, and that such insurance, storage charges, rent of tank cars and selling Agent's commission shall be regarded as a proper and necessary expense in the marketing of said product and shall be deducted before division of the cut-turn shall be made.

(d) For the first year of operations on each designation hereunder the Lessee shall pay net less than thirty five per cent. of the guaranteed minimum of Twenty Five Hundred and No/100 (\$2,500.00) Dollars, net less than thirty five per cent. of the guaranteed minimum for the second year, and thirty per cent. of the guaranteed minimum for the third year.

(e) It is further agreed and understood that the Lessee shall furnish Lessor duplicates invoices covering all sale of resin, turpentine and other products, and that the Lessor shall have the right and privilege at any convenient time to examine all books and records of the Lessee, reflecting operations hereunder, in order to verify the correctness of the statements concerning the same furnished to the Lessor by the Lessee of said operations.

(f) It is further agreed and understood that the Lessor will haul loaded carts of the Lessee on its tram road, the Lessee hereby agreeing to pay the Lessor for said service monthly at Houston, Texas, the sum of Five (\$5.00) Dollars per loaded car. It is distinctly agreed and understood, however, in consideration of the reduced rate at which this service is furnished to the Lessee by the Lessor, that the Lessor shall be in no wise liable or responsible to the Lessee for any injury or damage by derailment, collision, fire or otherwise, to any of the equipment or load or other property of any kind or character belonging to the Lessee, the Lessee hereby assuming all of such loss and damage.

9.

At the expiration of this contract the Lessee, after having first paid all indebtedness to the Lessor of every kind and character, shall be entitled to remove from said premises all improvements of every kind or character whatsoever placed thereon by the Lessee, and shall have eight months from and after the date of the termination of this contract in which to make such removal, and in the event that the Lessee shall fail within eight months after the termination of this contract to remove all property of the said Lessee from said premises, all of said property that is not removed shall thereupon immediately become the property of the Lessor, and the Lessee shall have no further right, title or interest in or to the same, and the Lessor shall have the right to immediately take possession of said property and appropriate and hold the same to and for its own use and benefit.

10.

It is further understood and agreed, and is a part of the consideration for this contract that for the first year of operations hereunder there shall be an advance by the Lessee to the Lessor of the guaranteed minimum of Two Thousand, Five Hundred Dollars (\$2,500.00) per crop of Ten Thousand (10,000) cups as follows: One-fourth (1/4) on October 1, 1917; One-fourth (1/4) March 1, 1918, and one-half (1/2) on July 1, 1918, and thereafter advance payment of the guaranteed minimum shall be made as follows: One-half (1/2) on March 1st and one-half (1/2) on July 1st of each year.

W. T. C. O. D.

It is further agreed and understood that should any dispute arise between the parties hereto concerning any matters connected with and mentioned in this contract, or in the operations to be had hereunder, or in anyway connected therewith, that all such disputes shall be by the parties be submitted to arbitration in the following manner: Each party shall select one person, and should the arbitrators so selected fail to agree, they shall select a third arbitrator, who shall act with the two so selected, and the report and decision of any two so acting shall be final as to all such matters, and be forever binding on the parties hereto. All expenses of the arbitration shall be borne by the parties equally.

12.

It is understood and agreed that the title to the lands referred to in Exhibit "A" have been warranted and guaranteed to the lessor by Frances A. Latche and others under said contract, dated February 12, 1917, and above referred to and the lessor hereby transfers to the lessee such warranty and guarantees of title as it now holds to said land without obligation, however, upon its part to in any wise defend same, or to suffer any loss or damage on account of any failure of such title.

IN TESTIMONY WHEREOF the parties hereto have caused these presents to be executed in duplicates on the day and date first above written, each to be taken as an original.

WIER LONG LEAF LUMBER COMPANY,

By: R. W. WIER, President.
Lessor
BUCKNER CHIPPEW, Trustee
Lessee

ATTEST:

T. P. WIER,
Secretary.

STATE OF TEXAS)
COUNTRY OF HARRIS)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared R. W. Wier, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Wier Long Leaf Lumber Company, and as the President thereof, and for the purposes and consideration expressed therein.

Given under my hand and seal of office this the 4th day of August, A.D., 1917.

E. J. EYRES,
Notary Public in and for
Harris County, Texas.

F03033

Aug. 5: 1921.

This is to authorize Mr.
R. W. Price to issue the stock
contracted in my name, to my
grandson, H. J. Fletcher-Stack,
in accordance with my deal
to him. Yrs afft Fletcher.

H. J. Fletcher-Stack
Signature

E014226

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an

1228



1014228

WESTERN UNION

TELEGRAM

Form 106 T	
Rec'd No.	
Desired	Class
15	12
10	8
5	4
2	1
Night Letter	
Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM	
Newcomb Carlton, Resident George W. E. Atkins, Pres. Vice President	

Send the following message, subject to the terms on back hereof, which are hereby agreed to:

DEFERRED CABLEGRAM

7-23-21

Mr. H. J. Lutcher Stark,
Care Hotel Du Parc,

Vichy France,

Weir requests authority from Mrs. Lutcher to issue stock in your name, Secure before coming home all well.

C.C. Leedy.

Send Paid.

Chg H J L S Personal.

Deferred cablegram.

E014227

R. W. WIER LUMBER CO.

R. W. WIER, PRESIDENT
B. F. BONNER, VICE PRES.
T. P. WIER, SECY-TREAS.

DISTRIBUTORS

WIER LONG LEAF LUMBER CO. MILLS
WIERGATE, TEXAS

J. E. DODD, SALES MANAGER

HOUSTON, TEXAS 6-11-21.

Secretary to Mr. H. J. L. Stark,
Orange, Texas.

Dear Sir:-

This owns receipt of yours of the 9th, stating that Mr. H. J. Stark desires that in dividing the stock the interest of Mrs. Lutcher be issued to him. This, I am sure would be perfectly proper, and there no doubt would never be any objections. However, in order that our files and records may be complete, I would ask that you please have Mrs. Lutcher write this company a letter to that effect, and ~~Mr. Stark~~ have same witnessed. I am sure that Mrs. Lutcher and Mr. Stark will appreciate my reason for this, as it is merely to keep our files in regular order.

We will call a meeting of the Directors at an early date, and call in the stock and re-issue same.

Yours truly,

RWW:sm

J. E. Dodd

EQ14228

WIER LONG LEAF LUMBER COMPANY
HOUSTON, TEXAS

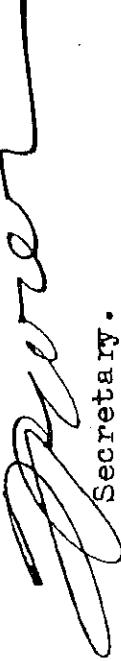
June 13, 1921.

Mr. H. J. L. Stark,
Orange, Texas.

Dear Sir:-

Notice is hereby given of a called meeting of the Board of Directors of the Wier Long Leaf Lumber Company, to be held in their general offices in Houston at 11:30 A. M., Monday, June 20th, 1921, for the purpose of declaring a dividend, and the transaction of other business that may come before the meeting.

Yours truly,



Secretary.

TPW-am

E014229

INSTRUCTIONS

Article 12 of Regulations GS, 1924 Edition, should be read before preparing this schedule. All gifts and transfers, including trusts, made or created by the decedent, regardless of the date thereof, in contemplation of or intended to take effect in possession or enjoyment at or after death, other than by bona fide sales for a fair consideration in money or money's worth, are subject to the tax and must be returned under this schedule and the value of the property entered in the fourth column.

All transfers made by the decedent within two years of his death, other than bona fide sales for a fair consideration in money or money's worth, are deemed to have been made in contemplation of death if of a material part of the decedent's property, and the value of the property must be entered in the third column and must also be extended into the fourth column for inclusion in the gross estate unless the executor has clear evidence to show that the transfers in question were not in fact made in contemplation of death, and such evidence accompanies the return.

The executor is required to report any transfer of an amount or value of \$1,000 or more made by the decedent within two years of his death, and not constituting a bona fide sale for a fair consideration in money or money's worth.

All transfers of a material part of the decedent's estate made more than two years prior to death must be listed in this schedule, but the value need not be extended into the fourth column if the executor contends that the transfers were not made in contemplation of death.

In all cases where a transfer of a material part of the decedent's property, made within two years of death, is listed in this schedule, but the value not extended into the fourth column for inclusion in the gross estate, the executor is required to submit as a part of the return documentary evidence in the form of affidavits fully setting forth all the facts and circumstances indicating the intent of the decedent in making the transfer, and also one certified copy of death certificate.

All property transferred, by the decedent during his lifetime, except bona fide sales for a fair consideration in money or money's worth, constitutes a part of the gross estate if at the time of the decedent's death the enjoyment thereof was subject to any change through the exercise of a power to alter, amend, or revoke, either by the decedent alone or in conjunction with any person. Where property was so transferred and the decedent, in contemplation of death, relinquished the power to alter, amend, or revoke the transfer, the transfer is subject to tax, and the value of the property must be included in columns 3 and 4 of this schedule.

Where the transfer was effected by an instrument in writing, two copies of such instrument should be filed with the return, one copy of which must be certified or verified, unless the decedent was nonresident, in which case but one copy, certified or verified, need be filed.

The name of transferee, date and form of transfer, description of property, and fair market value at time of death should be set forth in this schedule. For further instructions see articles 15 to 21, inclusive, Regulations No. 68, 1924 Edition.

(1) Did the decedent, at any time during his life, make any transfer in contemplation of or intended to take effect in possession or enjoyment at or after his death, other than by bona fide sale for a fair consideration in money or money's worth? (Answer "Yes" or "No.")

(2) Did the decedent, within two years immediately preceding his death, make any transfer of any material part of his property without a fair consideration in money or money's worth? (Answer "Yes" or "No.")

(3) Did the decedent, within two years immediately preceding his death, make any transfer of an amount or value equal to or exceeding \$1,000 without a fair consideration in money or money's worth? (Answer "Yes" or "No.")

(4) Did the decedent, at any time, make a transfer of a material part of his property without a fair consideration in money or money's worth, more than five years before the death of Mrs. Lutcher. As the date that I was requested by Mrs. Lutcher to witness her signature to this conveyance, there was no will, act or deed on the part of Mrs. Lutcher, of which I had any knowledge, indicating that the conveyance was made by her in contemplation of death, or was to any degree influenced by the prospect of death at either an early or remote date.

In the course of my relationship with Mrs. Lutcher as both friend and physician, I acquired personal knowledge of the thorough devotion of Mrs. Lutcher to her grand-son, H.J.L.Stark. I am confident that this deed was made to H.J.L.Stark in order that he might then possess and enjoy, and manage as he saw fit an estate of his own. H.J.L.Stark at that time was engaged in much work of a public and gratuitous nature, as Regent of the University of Texas, President of the Orange Chamber of Commerce, Rotary Organization work in various parts of Texas, the most active member of the local school trustees, active Director of the Lutcher Memorial Hospital, and many other charitable activities, in which Mrs. Lutcher seemed to exhibit great pride.

Both of Mrs. Lutcher's daughters were, at the date of the execution of said deed, independently wealthy in their own respective rights, and the property conveyed to H.J.L. Stark was the lesser part of what Mrs. Lutcher's estate was then reported to be.

(SGD) A.G. PEARCE, M.D.

Sworn to and subscribed before me this 24th day of November, A.D. 1924.

PLAINTIFF'S
EXHIBIT

(SGD) J.B. SIMMONS
Notary Public in and for
Orange County, Texas.

CO06747

CARRIE L. BROWN) No. 5203
VS) IN THE DISTRICT COURT OF
H. J. L. STARK) ORANGE COUNTY, TEXAS.

Answers and depositions of George S. Colburn, who resides in Orange County, State of Texas, to the accompanying Direct and Cross Interrogatories propounded to him in the above entitled and numbered cause, taken before me, Douglas Prater, a Notary Public in and for Orange County, Texas, in accordance with the accompanying commission.

Answers of the witness, George S. Colburn:

To the First Direct Interrogatory, he answers:

My name is George S. Colburn. I am thirty-eight years of age and my residence is Orange, Texas.

To the Second Direct Interrogatory, he answers:

I am the Auditor of the Lutcher & Moore Lumber Company. I am employed by the Lutcher & Moore Lumber Company. I have been engaged in my present position and in my present capacity, or substantially the same capacity, since February 1914.

To the Third Direct Interrogatory, he answers:

In my capacity as Auditor of the Lutcher & Moore Lumber Company, I have access to the books of said company, showing the accounts with H. J. Lutcher and Frances A. Lutcher. The account of H. J. Lutcher appears to have been opened November 1890 and closed January 1, 1913. The account of H. J. Lutcher Estate was divided and apportioned, in accordance with the provisions of the will of H. J. Lutcher on the 28th day of February 1913, between Mrs. Frances A. Lutcher, Mrs. Miriam M. Stark and Mrs. Carrie L. Brown. That is to say, Mr. H. J. Lutcher's community one-half interest in said account was divided equally between Mrs. Miriam M. Stark and Mrs. Carrie L. Brown; and Mrs. Frances A. Lutcher's community one-half remained in said account, without changing the same to the name of Mrs. Frances A. Lutcher on the books of the Company until January 1, 1914. Because of the crediting to the account of H. J. Lutcher Estate, during 1913 of various amounts which will be hereinafter

PLAINTIFF'S EXHIBIT 7

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Company, and the capital stock of the company thereafter increased.

The next item shown is 120 acres marshland in Calcasieu Parish, La. When the will of Mr. H. J. Lutcher was probated in Louisiana, title vested as follows: One-third to Mrs. Frances A. Lutcher; one-third to Mrs. Carrie L. Brown and one-third to Mrs. Miriam W. Stark.

The next item listed is pine timbered lands in Vernon Parish, La. The interest of Mr. Lutcher is shown to be 74.69 percent. The interest therein inherited by Mrs. C. L. Brown, and also the interest owned therein by the estate of E. W. Brown and his heirs, was conveyed on November 25, 1919 to Mrs. Frances A. Lutcher, et al., and by the said Mrs. Frances A. Lutcher, Mrs. Miriam M. Stark and W. H. Stark and F. H. Farwell, conveyed to Lutcher & Moore Lumber Company on January 2, 1920.

The next three items shown are pine lands in Newton, Jasper, and Sabine Counties, Texas. The community interest of Mr. H. J. Lutcher and Mrs. Frances A. Lutcher was shown to be two-thirds interest in the entire tract. Mrs. Frances A. Lutcher had a community one-half interest therein and upon probate of the will of Mr. H. J. Lutcher, an undivided one-fourth interest in the two-thirds interest vested in Mrs. Miriam M. Stark and an undivided one-fourth interest in the two-thirds interest vested in Mrs. C. L. Brown. This made the ownership in the entire tract as follows: Mrs. Frances A. Lutcher, one-third; Mrs. Miriam M. Stark, one-sixth; Mrs. Carrie L. Brown, one-sixth. At this time the remaining one-third interest was owned as follows: Mr. W.H. Stark an undivided one-sixth interest in the whole tract, Dr. E. W. Brown, an undivided one-sixth interest in the whole tract.

On February 12, 1917, the above named parties entered into a contract with R. W. Wier, under the provisions of which a timber contract was given on this land. Subsequently on June 30, 1919, Mrs. Frances A. Lutcher conveyed to H. J. Lutcher Stark her undivided one-third interest in said land and in said timber contract. The proceeds from this timber as cut by the Wier Long Leaf Lumber Company, Assignee of R. W. Wier, has been paid as follows: one-third to H. J. Lutcher Stark; one-sixth to Mrs. Miriam M. Stark; one-sixth to W. H. Stark; one-sixth to Mrs. Carrie L. Brown and one-sixth to the estate of Dr. E.W. Brown.

B000022

facts upon which you base your refusal to admit or upon which you base your qualification of an admission.

ANSWER:

(a), (b) and (c) H. J. Lutcher Stark conveyed the property referred to in Request for Admission No. 24 to W. H. Stark, by deed dated September 24, 1919, recorded in Vol. 31, page 48, Deed Records of Orange County, Texas.

REQUEST FOR ADMISSION NO. 25:

(a) On or about June 30, 1919, H. J. L. Stark acquired an interest in real property as described in an instrument dated June 30, 1919 from Frances A. Lutcher, grantor, to H. J. L. Stark, grantee, recorded in the deed records of Orange County, Texas in Volume 30, Page 551.

RESPONSE:

Admitted

(b) Title to the property described in subpart (a) above, was held in the name of H. J. Lutcher Stark on October 11, 1939.

RESPONSE:

Admitted

(c) The property described in subpart (a) above was the community property of H. J. Lutcher Stark and Nita Hill Stark as of the time of Nita Hill Stark's death on October 11, 1939.

020LLBBN/076A04

-56-



RESPONSE:

Denied

(d) No accounting, inventory, appraisal or other schedule of assets was prepared or filed in connection with the probate of the estate of Nita Hill Stark which included the property described in subpart (a) above.

RESPONSE:

Admitted

INTERROGATORY NO. 25:

If your response to the preceding Request for Admission, or any subpart thereof, is other than an unqualified admission, then state the following:

(a) All facts that you contend support in any manner your refusal to admit or your qualification of an admission;

ANSWER:

The property referred to in Request for Admission No. 25 was a gift by Frances Ann Lutcher to H. J. Lutcher Stark. Accordingly, it was the separate property of H. J. Lutcher Stark.

(b) The identity of all documents that support in any manner your refusal to admit or your qualification of an admission; and

ANSWER:

Conveyance of June 30, 1919, recorded at Vol. 19,
page 560, Newton County Deed Records; personal audit of
Lutcher Stark of 1946; lawsuit papers in Cause No. 5203 in
the District Court of Orange County, Texas; lawsuit papers
in Cause No. 2641, District Court of Jasper County, Texas;
affidavits of Dr. A. G. Pearce, H. J. Lutcher Stark, J. O.
Sims and W. H. Stark; letter and opinion from Irl Kennerly
to D. A. Pruter dated October 11, 1935; Notice of Deficiency
and Statement from Internal Revenue Service to H. J. Lutcher
Stark dated June 15, 1928; letter from Carrie Brown to H. J.
Lutcher Stark dated January 25, 1937; special report
prepared by Winkleman, Davies dated October 10, 1946;
personal audit reports of H. J. Lutcher Stark.

(c) the name, current business and home address,
and current business and home telephone number of all
persons purporting to have any knowledge concerning the
facts upon which you base your refusal to admit or upon
which you base your qualification of an admission.

ANSWER:

19656

IN THE STATE OF TEXAS |
COUNTY OF NEWTON | BEFORE ME, the undersigned authority in and for Newton
| COUNTY, TEXAS, on this day personally appeared Simmy Alford known to me to be the per-
son whose hand is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purpose and consideration therein expressed.
WITNESS my hand at Newton this 10th day of July A.D. 1919.

Simmy Alford.

THE STATE OF TEXAS |

COUNTY OF NEWTON | BEFORE ME, the undersigned authority in and for Newton
| COUNTY, TEXAS, on this day personally appeared Simmy Alford known to me to be the per-
son whose hand is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purpose and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 10 day of July A.D. 1919.

(SEAL)

J. C. Ramsey—
clerk County Court, Newton County, Texas.

19
560

FRANCIS A. LUTCHER, Filed for record July 10th, A.D. 1919, at 6 o'clock, P.M.

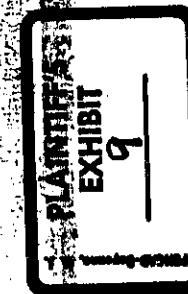
TO DEED | Recorded on the 11th day of July, A.D. 1919, at 8 o'clock, A.M.
H. J. L. Stark. | J. C. Ramsey, Clerk County Court, Newton County, Texas.

THE STATE OF TEXAS, |

COUNTY OF ORANGE. | KNOW ALL MEN BY THESE PRESENTS:
That I, FRANCIS A. LUTCHER (feme Sole) of the County of Orange, State of Texas,
for and in consideration of the sum of One Doller, to me in hand paid by H. J. L. Stark,
and in further consideration of the love and affection I have for the said H. J. L. Stark
and other valuable considerations, the receipt all of which is hereby fully acknowledged,
have granted, sold and conveyed, and by these presents do grant, sell and convey un-
to the said H. J. L. Stark, of the County of Orange, State of Texas, my undivided one-third
interest in all those certain lots, tracts and parcels of land situated and described
as follows, to-wit:-

IN ORANGE COUNTY, TEXAS.

Abstract No.	Cert. or Script No.	Survey No.	ORIGINAL GRANTEE	ACRES.
9			J. W. Gurnfield	2.217
51	17	15	John T. Clark	2.705
138	16	13	Mellie Russell	1.8851
139	15	11	T. Foster	274
140	14	9	"	320
141	13	7	"	76
142	11	5	"	320
143	10	1	T & K. O.P.R.R. Co.	640
145	582	30	T. Foster	290
444	12	6	"	320
445	13	8	"	462
454	16	12	"	320
456	10	18	"	640
457	14	10	GH & SA R.R.	109
448	2147	2	"	412
449	2148	4	"	462
450	2149	6	T. Foster	6
451	16	14	K.E. Griffith	323
132				
321				



IN JASPER COUNTY, TEXAS.

Abstract No.	Cert. or Script No.	Survey No.	ORIGINAL GRANTEE	ACRES.
221	686	229	H.A.T.C.R.R.	560
462			H.H.Truitt	320
551			Robert Zeiler 4/1/33	160
648	25/1253	180	L.J.Zeiler 6/1/37	130.4
959	25/1255	184	H.A.T.C.R.R.	64
1005	25/1263	200	"	640
1006	25/1264	202	"	640
1004	25/1265	204	"	668.5
1007	25/1264	202	P.M.Hill	640
761			"	29

IN NEWTON COUNTY, TEXAS.

Abstract No.	Cert. or Script No.	Survey No.	ORIGINAL GRANTEE	ACRES.
1100			Elijah Fuller	50
659			Teff Arron	106
111			John McGee	1567
19			Richard Williams	2805
20			William Williams	1107
45			H.D.Burnham	160
47			Anderson Barclay	320
65			C.B.Collins	160
88			Michael Beiley	325
96			A.S.Droddy	700
126			W.L.Fuller	100
134			D.R.Garlington	96.6
135			Ben Gerlington	320
143			Theo.Hickman	1939.6
148			Kerry J.Hardy	160
149			James P.Hardy	220
161			G.J.J.Hardy	320
164			J.F.Hardy	51.8
165			James H.Hardy	100
166			Lewis Hines	80
241			I & C.N.R.R.Co.	287
246			J.P.Johnson	160
252			S.Koster	320
259	18	17	Joseph Lane	50
268			H.H.Loving	144
271			P.H.M.Carter	172
306			Starling McGraw	260
308			Joshua Lattox	160
325			John Holland	200
334			Robert Patterson	640
351			Irvin Rogers	100
357			S.S.Wearring	900
396			Washington Stivender	270
325			John H.Smith	158
397			R.A.Skinner	631.6
409			V.C.Southwell	160
409		135	T.& R.C.R.R.Co.	640
411				640
419				640
437	87	21		640
438	88	22		640
439	86	19		640
440	85	17		640
441	84	15		640
442	83	15		640
443	82	11		640
444	81	9		640
445	100	7		640
447	96	6		640
448	94	5		640
449	99	3		640
450	90	27		640
454	89	25		640
459	258	55		640
460	259	57		640
461	260	67		640
462	261	69		640
463	262	61		640
464	263	62		640
466	914	65		640
489	916	79		640
492	264	81		640
493	266	67		640
627		71		640
531			Robert Williams	421.6
532			James Weeks	309
623			John A.West	91
554			Wilton Woods	140
626			Newton Youngblood	160
536			Samuel W.Hamilton	517
649			John B.Hamilton	160
552			John D.Hamilton	533
658			John B.U.C.Q.	640
666			John B.U.C.Q.	640
666			John B.U.C.Q.	640
666			John B.U.C.Q.	640

569			
683	16/59	1	
577	15	15	
591	17	15	
592	17		
593			
594			
600			
608			
786			
610			
616			
617			
618	486	7	
619	486	11	
621	481	9	
625	16/100	5	
627			
628			
631	487	13	
643			
650	16/91	5	
662			
664			
660			
661			
676			
678			
681			
682			
690			
691			
699			
700			
702			
704			
706			
714			
725			
728			
756			
743			
745			
755	763	99	
796			
798			
799			
800			
802			
803			
806			
811			
872			
1136			
1137			
1146	913		
1147	915		
1148	811		
1149	94		
1150	259		
1151	112		
1164	2147		
1165	2148		
1166	2149		
1167	16/59		
2358	1202	2	
1163	88	2	
1164	86	24	
1165	486	20	
1166	486	8	
1167	481	12	
1158	99	10	
1139	90	2	
1140	86	28	
1141	84	18	
1142	82	16	
1143	260	12	
1144	95	60	
1145	262	6	
1162	25/1323	64	
1163	26/1318	76	
1080	16	66	
1081		14	
1160	12	16	
1161	1480	5	
1162	1480	2	
1173	89	78	
1169	87	26	
1172	81	28	
1159	92	50	
1160	258	50	
1171	256	50	
1170	256	50	

Mary Ann Doyle
H. & T.C.R.R.
T.O.O.R.R.

320
249.4
600
441
561
491.5
668.2
556.6
640

1176	482	2	H.T. & B.R.R.	359.6
1176	485	4	"	424.7
1176	484	6	D.A.Rogers	389
871				36.9

This conveyance being intended to convey all of the lands owned and held by the grantor in each and all of the above designated surveys, whether the quantity so owned by the grantor therein is in fact more than or less than the number of acres hereinbefore stated.

Also all rights, privileges, perquisites and things whatsoever owned and held by me under that certain contract entered into between myself, W.H. STARK, AIRLIE M. STARK, E.W. BROWN and CARRIE L.BROWN, as parties of the first part with R.W. WIER, as party of the second part, dated February 12, 1917, duly recorded in the Deed Records of Newton and other Counties, by the terms of which contract certain rights are granted to party of the second part and are held reserved and retained by parties of the first part, and it is my intention hereby to fully and to all intents and purposes transfer, assign and deliver all and entire my interest in said contract of every character unto the said H.J.L.Stark, fully subrogating him in my place and stead therein and thereunder. To have and to hold the above described premises together with all and singular rights and appurtenances thereto in anywise belonging unto the said H.J.L.STARK, and his Heirs and Assigns forever, and I do bind myself, my Heirs, Executors and Administrators, to Warrant and Forever Defend, all and singular the said premises unto the said H.J.L.STARK, his Heirs and Assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand at Orange, Texas, this 30th day of June, A.D. 1919.

(.50 Cts. USIR Stamp attached and cancelled) Francis A. Lutcher.

WITNESSES:

Geo.E.Holland,

J.O.Binns,

A.G.Pearce.

THE STATE OF TEXAS, | Before me the undersigned a Notary Public in and for Orange COUNTY OF ORANGE. | Before me the undersigned a Notary Public in and for Orange County, Texas, on this day personally appeared, FRANCIS A. LUTCHER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this 3rd day of July, A.D. 1919.

W.H.Stark
Notary Public, Orange County, Texas.

THE STATE OF TEXAS I
COUNTY OF NEWTON I
I, MELBA CANTY, County Clerk in and for Newton
County, Texas do hereby certify that the above and
foregoing is a true and correct copy of _____

a DEED

dated June 30, 1919
from Francis A. Lutcher
to H. J. L. Stark
recorded in volume 19 Page 560 of the
RECORDS OF NEWTON
DEED

County, Texas.

WITNESS MY HAND AND SEAL OF OFFICE, this the
8th day of September 1988 A.D., 19 88

Melba Canty
County Clerk
Newton County, Texas

BY: Mary Cobb Deputy
Mary Cobb