

IN THE DISTRICT COURT OF THE UNITED STATES
SOUTHERN DISTRICT OF NEW YORK.

In Equity No. 11—129.

THE UNITED STATES OF AMERICA, PETITIONER.

VS.

LEHIGH VALLEY RAILROAD COMPANY, LEHIGH VALLEY
COAL COMPANY, LEHIGH VALLEY COAL SALES COM-
PANY, COXE BROTHERS AND COMPANY, INC., ET AL.,
DEFENDANTS.

FINAL DECREE.

Now, this 23d day of July, 1937, This cause came on to
be further heard at this term, and was argued by counsel,

and thereupon, upon consideration thereof, it was ORDERED, ADJUDGED AND DECREED as follows, viz:

1. That the Agreement dated December 23, 1924, between Coxe Brothers & Co. Inc. and Lehigh Valley Coal Company, purporting to increase the royalty rates payable under the lease dated May 17, 1899, was, when made, has since been, and still is, in violation of the decree of this Court heretofore entered in this proceeding, and the said Agreement is hereby ADJUDGED AND DECREED to be null and void with the same force and effect as if said Agreement had never been entered into by the parties thereto, and it is hereby ORDERED that said Agreement of December 23, 1924, be delivered up for cancellation.

2. That the assignment or transfer dated February 24, 1925, by Coxe Brothers & Co. Inc. to Lehigh Valley Coal Company of the sublease dated July 27, 1921, and supplement thereto dated February 21, 1922, wherein Coxe Brothers & Co. Inc. had sublet to Evans Colliery the part of the premises and coal covered by said lease dated May 17, 1899, was, when made, has since been, and still is, in violation of the decree of this Court heretofore entered in this proceeding, and the said assignment is hereby ADJUDGED AND DECREED to be null and void with the same force and effect as if said assignment had never been entered into by the parties thereto, and it is hereby ORDERED that said assignment or transfer of February 24, 1925, be delivered up for cancellation.

3. That Lehigh Valley Coal Company is hereby directed to pay to Coxe Brothers & Co. Inc. such sum or amount of money as represents the differences between the sums paid as royalties for coal mined since December 1, 1924, under said lease dated May 17, 1899, but pursuant to the alleged royalty rates as increased under the said Agreement dated December 23, 1924, hereinabove declared to be null and void, and the rates of royalty as provided for in said lease dated May 17, 1899, together with interest thereon at the rate of 6 per cent. per annum from the respective dates of payment of each such amount of difference.

4. That, unless before September 1, 1937, the parties shall agree upon the amounts payable hereunder, a special master shall be appointed who shall investigate and report with due diligence.

(Signed) WM. BONDY,
Judge.

Filed: August 20, 1937.